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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

FORMFACTOR, INC., a Delaware
corporation,

Plaintiff,

v.

MICRO-PROBE INCORPORATED, a
California corporation; and **DAVID
BROWNE**, an individual.

Defendant.

Case No. CV 10-03095 PJH

**SECOND AMENDED
COMPLAINT FOR:**

- 1. PATENT INFRINGEMENT;**
 - 2. MISAPPROPRIATION OF
TRADE SECRETS AND
CONSPIRACY TO
MISAPPROPRIATE TRADE
SECRETS;**
 - 3. BREACH OF CONFIDENCE
AND CONSPIRACY TO
BREACH CONFIDENCE; AND**
 - 4. UNFAIR COMPETITION**
- DEMAND FOR JURY TRIAL**

1 Plaintiff FormFactor, Inc. ("FormFactor"), by and through its attorneys, alleges as
2 follows:

3 **JURISDICTION**

4 1. This is a civil action asserting claims for patent infringement, a substantial
5 and related claim for unfair competition, and claims for misappropriation of trade secrets
6 and conspiracy to misappropriate trade secrets as well as for breach of confidence and
7 conspiracy to breach confidence that are so related to the patent claims as to form part of
8 the same case or controversy under Article III of the United States Constitution. This
9 Court has subject matter jurisdiction over the claims asserted herein pursuant to 28
10 U.S.C. §§ 1331, 1338(a) and (b), and § 1367(a). This Court also has personal jurisdiction
11 over Defendants Micro-Probe Incorporated ("Micro-Probe") and David Browne
12 ("Browne"). Upon information and belief, Micro-Probe is doing business in this Judicial
13 District, and Browne is a resident of this Judicial District, as discussed in more detail
14 herein. Requiring Micro-Probe and Browne to respond to this action will not violate due
15 process. Micro-Probe and Browne are amenable to service of process pursuant to
16 F.R.Civ.P. 4(e).

17 2. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1391(b)
18 and (c) and 1400(b). Micro-Probe transacts business within this Judicial District and has
19 a regular and established place of business in this Judicial District. Browne is a resident
20 of this Judicial District.

21 **INTRADISTRICT ASSIGNMENT**

22 3. This is an Intellectual Property Action; and therefore, pursuant to Civil
23 L.R. 3-2(c), it may be assigned on a district-wide basis.

24 **THE PARTIES**

25 4. FormFactor is a Delaware corporation having a principal place of business
26 at 7005 Southfront Road, Livermore, California.

27 5. FormFactor is informed and believes, and on that basis alleges, that
28 Defendant Micro-Probe is a California corporation headquartered in Carlsbad, California.

1 Micro-Probe maintains a facility at 617 River Oaks Pkwy, San Jose, California.

2 6. FormFactor is informed and believes, and on that basis alleges, that Micro-
3 Probe has ongoing and systematic contacts with this Judicial District, including sales,
4 offers for sale, and technical support of products to customers in this Judicial District.

5 7. FormFactor is informed and believes, and on that basis alleges that Browne
6 is a resident of this Judicial District and resides within Alameda County, California,
7 located within this Judicial District.

8 **GENERAL ALLEGATIONS**

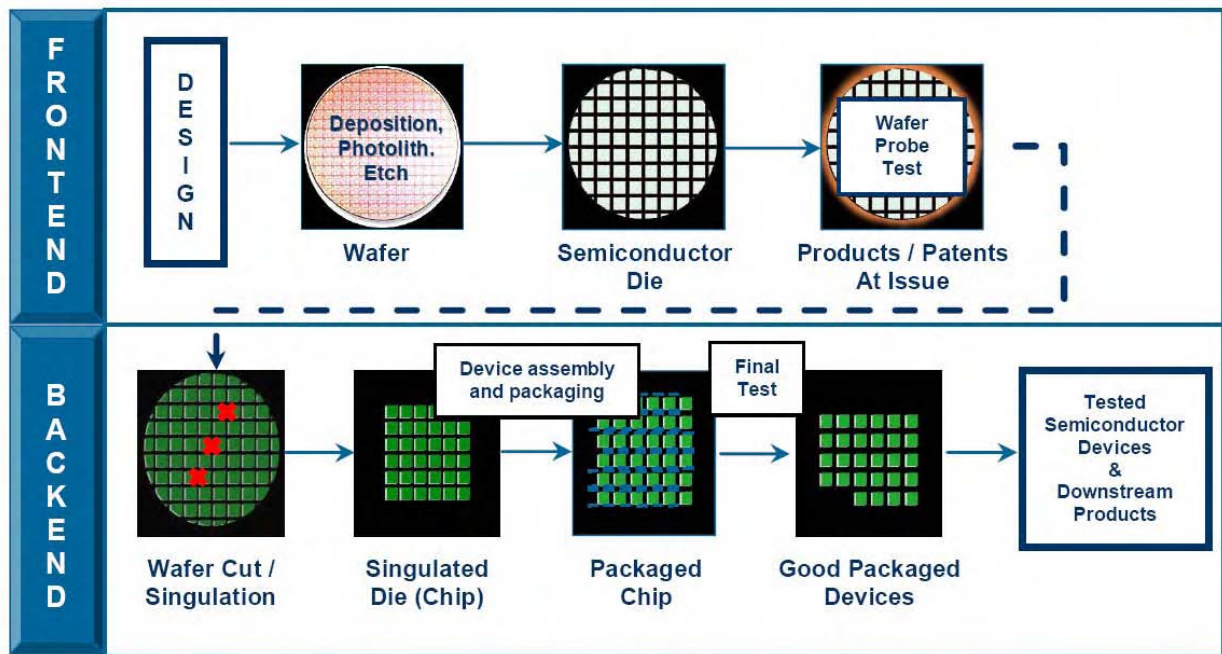
9 **FORMFACTOR AND ITS BUSINESS**

10 8. FormFactor designs and manufactures advanced wafer probe card
11 assemblies, which are custom-designed products used by semiconductor manufacturers in
12 the testing of semiconductor die, or chips, while still in the wafer format. FormFactor
13 was founded in 1993 and has since become an industry leader in the design, development,
14 manufacture, sale, and support of precision, high performance advanced semiconductor
15 wafer probe card assemblies.

16 9. FormFactor's world headquarters and its principal research and
17 development activities and manufacturing operations are located in Livermore,
18 California. FormFactor has also established foreign subsidiaries in Asia and Europe that,
19 depending on the subsidiary, provide local design, business services, service and sales
20 support, and/or manufacturing operations.

21 10. Semiconductor devices, such as dynamic random access memory devices,
22 or DRAMs, Flash memory devices, and system-on-chip devices such as microprocessors,
23 are typically produced by creating hundreds, or in the case of certain memory devices
24 more than a thousand, identical devices (die) on a single silicon wafer. After the die are
25 created on the wafer, the individual die are severed (singulated) and packaged. However,
26 certain physical defects in the wafer and defects in the processing of the wafer lead to
27 some of the die being "good" (functional) and some of the die being "bad" (non-
28 functional). The costs of packaging die are significant and, therefore, it is preferable to

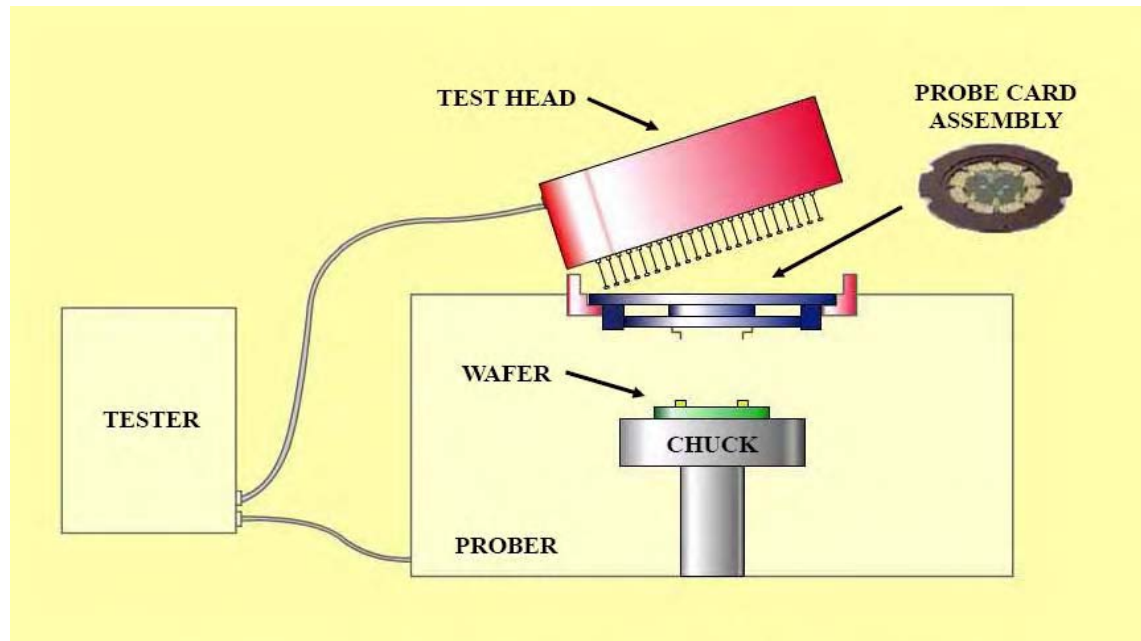
avoid wasting the time and money of packaging on bad die. As one of the final steps in the die fabrication process, and before the individual dies are severed (singulated) and packaged, the die are subjected to certain functional and/or electrical tests while still in the wafer form. The chip manufacturing process is typically divided into front-end and back-end processes, as depicted in the process flow illustration below.



11. Testing a semiconductor die prior to wafer cut / singulation requires sending electrical signals from a test machine to the die on a wafer and analyzing the response. Semiconductor die contain numerous connection pads (bond pads) that must be contacted during testing and significant technical and design issues must be addressed. For example, creating an electrical connection with the semiconductor die requires physical contact with the wafer, which can potentially damage the wafer. Another example is that modern semiconductor devices contain many hundreds of bond pads disposed in close proximity to one another requiring that the contact method be extremely precise. Yet another example is that the bond pads on a semiconductor die can be arranged in a variety of ways (e.g., not necessarily in a single row on the peripheral edges of the die).

12. Probe card assemblies are custom semiconductor equipment used within

what is commonly called a “test cell,” which comprises a non-custom semiconductor tester, a non-custom semiconductor prober and the probe card assembly, as depicted in the illustration below.



13. Probe card assemblies are used to communicate data between a test machine, illustrated above as the “tester” and semiconductor die under test, only two of many being illustrated above on the “wafer.” In general, probe card assemblies include circuitry for routing signals and probe elements, only two of many being illustrated above, for creating electrical connections between the probe card assembly and the semiconductor die. Probe card assemblies are manufactured based on the specification of the semiconductor die to be tested. For example, the probe elements on a probe card assembly must be arranged to match the bond pad distribution on the specific semiconductor die to be tested. Testing a semiconductor die using a probe card assembly includes the step of moving the wafer which sits on the chuck into contact with the probe card assembly so that the probe elements on the probe card assembly come into contact with corresponding bond pads on the semiconductor die to create an electrical connection.

1 14. FormFactor's probe card assemblies, which are also referred to as wafer
2 probe cards, thus provide the communication bridge between a test computer and a
3 semiconductor device to allow a semiconductor manufacturer to test the functionality of
4 semiconductor devices such as memory devices and microprocessors. This connection
5 requires very precise manufacturing tolerances and positioning accuracy to the level of
6 tens of microns, which is one millionth of a meter. For comparison, the cross section of a
7 typical human hair is in the range of 100 microns. To meet these exacting requirements,
8 FormFactor's wafer probe cards utilize Micro-Electro-Mechanical Systems (MEMS)
9 technology.

10 15. At the core of FormFactor's wafer probe cards is its patented
11 MicroSpring® interconnect technology, which enables FormFactor to produce wafer
12 probe cards for applications that require reliability, speed, precision, and signal integrity.
13 Among the important aspects of that technology are MicroSpring® contacts that are
14 formed with precise geometrical characteristics. For example, for some applications the
15 MicroSpring® contacts are formed with blades at the tips that slice through any non-
16 conductive layers on the contact pads of a semiconductor die under test to provide a
17 reliable electrical connection between the die and the test equipment.

18 16. Other important aspects of FormFactor's technology include planarization
19 mechanisms, which ensure precise alignment between the semiconductor devices under
20 test and the probe card, and flexible substrates that allow direct connection of high-
21 frequency test signals from a tester to the devices under test, while allowing low-
22 frequency signals to be sent to the wafer via the rigid sections of the probe card assembly.

23 17. The technology developed by FormFactor allows for, among other things,
24 testing multiple semiconductor devices in a single touchdown, testing without damaging
25 the semiconductor devices, and scaling probe cards as semiconductor devices continually
26 shrink in size. FormFactor's wafer probe card products have been and are used by major
27 semiconductor manufacturers.

28 18. FormFactor has continuously and heavily invested in research and

1 development to innovate new functions and features that further improve its probe card
2 assemblies, and FormFactor continues to introduce new products that incorporate its
3 novel technology. FormFactor protects its probe card business by obtaining and enforcing
4 United States patents and other intellectual property. As of December 26, 2009,
5 FormFactor had 684 issued patents, of which 354 are United States patents and 330 are
6 foreign patents.

7 19. FormFactor is the assignee and owner of all right, title and interest to
8 numerous United States Patents, including the following: United States Patent Nos.
9 6,441,315 (the “‘315 patent”), 6,825,422 (the “‘422 patent”), 6,965,244 (the “‘244
10 patent”), 7,227,371 (the “‘371 patent”), 6,246,247 (the “‘247 patent”), 7,671,614 (the
11 ‘614 patent), and 7,225,538 (the “‘538 patent”) (collectively, the “Patents-in-Suit”).

12 20. The ‘315 patent, entitled “Contact Structures With Blades Having A
13 Wiping Motion,” was duly and legally issued on August 27, 2002. A true and correct
14 copy of the ‘315 patent is attached hereto as Ex. 1. The ‘315 patent is valid, remains in
15 force, and is owned by FormFactor.

16 21. The ‘422 patent, entitled “Interconnection Element With Contact Blade,”
17 was duly and legally issued on November 30, 2004. A true and correct copy of the ‘422
18 patent is attached hereto as Ex. 2. The ‘422 patent is valid, remains in force, and is
19 owned by FormFactor.

20 22. The ‘244 patent, entitled “High Performance Probe System,” was duly and
21 legally issued on November 15, 2005. A true and correct copy of the ‘244 patent is
22 attached hereto as Ex. 3. The ‘244 patent is valid, remains in force, and is owned by
23 FormFactor.

24 23. The ‘371 patent, entitled “High Performance Probe System,” was duly and
25 legally issued on June 5, 2007. A true and correct copy of the ‘371 patent is attached
26 hereto as Ex. 4. The ‘371 patent is valid, remains in force, and is owned by FormFactor.

27 24. The ‘247 patent, entitled “Probe Card Assembly and Kit, and Methods of
28 Using Same,” was duly and legally issued on June 12, 2001. A true and correct copy of

1 the '247 patent is attached hereto as Ex. 5. The '247 patent is valid, remains in force, and
2 is owned by FormFactor.

3 25. The '614 patent, entitled "Apparatus and Method for Adjusting An
4 Orientation of Probes," was duly and legally issued on March 2, 2010. A true and correct
5 copy of the '614 patent is attached hereto as Ex. 6. The '614 patent is valid, remains in
6 force, and is owned by FormFactor.

7 26. The '538 patent, entitled "Resilient Contact Structures Formed And Then
8 Attached To A Substrate," was duly and legally issued on June 5, 2007. A true and
9 correct copy of the '538 patent is attached hereto as Ex. 7. The '538 patent is valid,
10 remains in force, and is owned by FormFactor.

11 27. FormFactor has placed the 35 U.S.C. § 287 statutory notice on certain of its
12 products that utilize the Patents-in-Suit.

13 28. FormFactor's intellectual property also includes numerous trade secrets and
14 proprietary and confidential information relating to technology research and
15 development, and also to information relating to sales, marketing, customer needs and
16 requirements, and FormFactor's competition.

17 29. FormFactor's trade secrets have economic value because they are the result
18 of extensive expenditures of time, effort and money, and the materials contain
19 information not generally known within the trade or to other persons who can obtain
20 economic value from their disclosure or use.

21 30. FormFactor's trade secrets and proprietary and confidential information are
22 located in various places at FormFactor, including company servers that house electronic
23 files and a web-hosted database internally called "Minerva," which was the primary
24 storage location for customer and competitive information developed by FormFactor.
25 Minerva contains, for example, pricing, sales training, contract negotiations, competitive
26 analyses and the development of customer and sales "collateral" information by which
27 the customer's needs and sales efforts were gathered and focused. Product qualification
28 information was one example of such collateral information. Much of this "collateral"

1 information was not, and is not now, publicly available.

2 31. The Minerva database was and is hosted by Salesforce.com, Inc.
3 FormFactor has invested a great deal of time, money, and effort developing the
4 “Minerva” database. Minerva is and has been used extensively at FormFactor for other
5 purposes such as training, designs, quotes, and pricing.

6 32. Another smaller database was an Excel spreadsheet entitled “Silver Bullet,”
7 which also identified “collateral” information on competitors and their products.

8 33. The Silver Bullet and Minerva databases were confidential and treated as
9 such at FormFactor. Not all employees at FormFactor had, or have, access to Silver
10 Bullet or to Minerva. Reports entered into Minerva are often and have often been
11 designated “Confidential.”

12 34. The databases have unique economic value because they are the result of
13 extensive expenditures of time, effort and money, and the materials contain information
14 not generally known within the trade, and the materials represent substantial research and
15 compilation of such items as existing and prospective customer data, sales histories,
16 market projection, as well as highly confidential technical information such as new
17 designs. FormFactor’s trade secrets and proprietary and confidential information,
18 including the information in the Minerva and Silver Bullet databases provide FormFactor
19 with a competitive advantage.

20 35. FormFactor’s trade secrets have all been the subject of stringent efforts to
21 maintain the secrecy of such information. Such efforts have included confidentiality
22 obligations in employment agreements, employee training seminars and courses,
23 restricted access, and use of confidential legends on documents. In particular,
24 information on company servers and the Silver Bullet and the Minerva databases were
25 treated as confidential and not all employees at FormFactor had, or have, access to all
26 files on those servers or databases. Information entered into them was often designated
27 “Confidential.”
28

MICRO-PROBE AND ITS BUSINESS

36. Micro-Probe develops, manufactures, and supports wafer test probe card products, including MEMS products. Micro-Probe is headquartered in California and has design and manufacturing facilities in San Jose and Carlsbad, California. Micro-Probe is a subsidiary of Astria Semiconductor Holdings, Inc. (“Astria”), which has a place of business in San Jose, California.

37. Micro-Probe’s MEMS products include probe card assemblies it offers for sale under the names, *inter alia*, its “Mx,” “Vx-MP,” and “Vx-RF” product families, including such variants as “Mx-FP,” “Mx-FC,” “Vx-Mx-WLP,” “Mx-TSV,” “VPC,” “Blackbird,” “GX-45,” and “MEMS-Vertex.”

38. FormFactor is informed and believes, and on that basis alleges, that Micro-Probe’s wafer test probe card business has been built on the bedrock of FormFactor’s technology. Micro-Probe’s MEMS products infringe numerous FormFactor patents as described herein. On information and belief, Micro-Probe has hired, and is also continuing to try to hire, current and FormFactor employees, including engineers and marketing executives for the express purpose of having them disclose confidential technical and marketing information of FormFactor. Among the former FormFactor employees that Micro-Probe has hired are David Browne, a named defendant in this Complaint, Bihn Nguyen, and Amy Leong.

39. This strategic assault on FormFactor’s business has resulted in the loss by FormFactor of business at key customers such as Intel, and is continuing to damage FormFactor.

DAVID BROWNE

40. Browne was hired by FormFactor in November 2000 as a Strategic Account Manager. On information and belief, before joining FormFactor Browne had no prior experience with wafer probe cards. Browne’s responsibilities included selling FormFactor products to multiple customers, negotiating specifications, and obtaining purchase orders. Browne rose through FormFactor to become Director of Sales, Director

1 of Memory Segment Marketing, Vice President of Customer Business Operations, and
2 eventually ending up as Vice President of DRAM business management.

3 41. While at FormFactor, for a period of time Browne was the primary
4 salesperson for the Intel account.

5 42. Browne's duties in his various positions at FormFactor involved pricing,
6 sales training, contract negotiations, competitive analyses and the development of the
7 customer and sales "collateral" information in Minerva and Silver Bullet. Much of this
8 "collateral" information was not, and is not now, publicly available and was provided on
9 a confidential basis to Browne as a FormFactor employee. Browne spent a substantial
10 amount of time developing collateral information on Intel.

11 43. As part of his marketing duties, Browne became intimately familiar with
12 FormFactor's technology and patents and, for example, attended meetings where
13 FormFactor's engineers explained the details of critical FormFactor technology. Browne
14 has also read many of FormFactor's patents. Browne knew, for example, that
15 FormFactor's planarization technology and its tip geometry technology are key parts of
16 FormFactor know-how and are patented. Browne also knew the tremendous amount of
17 resources that FormFactor had invested in developing its technologies.

18 44. Browne also was a member of a small group of key FormFactor executives
19 that attended meetings focusing on the protection of the company's intellectual property,
20 including the enforcement of patents.

21 45. Information regarding FormFactor technology was provided via Browne to
22 customers on a confidential basis, as FormFactor maintains confidentiality agreements
23 with all customers. The purchase agreements that FormFactor entered into with
24 customers were typically confidential and contained provisions that were not publicly
25 available.

26 46. While at FormFactor, Browne was aware that FormFactor had a wealth of
27 technology and knowledge that was being stolen by multiple competitors. Part of
28 Browne's job was to gather information on such competitors. Browne was aware that

1 such thefts by competitors put FormFactor at a competitive disadvantage.

2 47. Browne developed and/or used two important tools to collect and manage
3 the information he needed in his job. One tool was the Silver Bullet database, which
4 Browne had self-titled. Another was the Minerva database.

5 48. Silver Bullet and the Minerva database were confidential and treated as
6 such at FormFactor. Not all employees at FormFactor had, or have, access to Silver
7 Bullet or to Minerva. Browne's own reports as entered into Minerva were often
8 designated "Confidential." Minerva is and has been used extensively at FormFactor for
9 other purposes such as training, designs, quotes, and pricing. Similar information was
10 entered into Silver Bullet.

11 49. Browne was aware of the trade secret and confidential and propriety nature
12 of FormFactor technology and of the business and technical information on the
13 FormFactor servers and databases, including the Salesforce and Silver Bullet databases.
14 Browne also took required courses at FormFactor and received certifications confirming
15 he successfully completed the courses, which included material on the trade secret and
16 proprietary and confidential nature of the information to which he was exposed.

17 50. FormFactor is informed and believes, and on that basis alleges, that
18 Browne began negotiating with Micro-Probe for employment in late 2009 or early 2010.

19 51. FormFactor is informed and believes, and on that basis alleges, that at
20 around the end of December 2009, Browne had decided to leave FormFactor and began
21 finalizing his employment negotiations with Micro-Probe.

22 52. FormFactor is informed and believes, and on that basis alleges, that
23 Browne received, on or about February 10, 2010, his "Executive Employment
24 Agreement" with Astria stating that he would be the "Vice President of Sales and
25 Business Development (Microprobe)." That Agreement was part of a letter dated
26 February 12, 2010 that stated in relevant part that "It is our pleasure to offer you a
27 position at MicroProbe, Inc. as Vice President of Sales and Business Development. The
28 position will report directly to me, and will be based in our San Jose, CA facility." The

1 letter was signed by Mike Slessor, CEO of Micro-Probe, and President and CEO of
2 Astria. Browne's compensation package includes substantial stock options. It is not
3 known when Browne had knowledge that he would receive a formal letter offer of
4 employment, but on information and belief, it was at least on or before February 9, 2010.

5 53. Browne gave notice to FormFactor on February 12, 2010 that he was
6 resigning in two weeks to accept an employment position at Astria as Micro-Probe's Vice
7 President of Sales and Business Development. FormFactor asked Browne to leave the
8 company's facilities immediately, but did continue to pay Browne his salary and provide
9 him with his company benefits throughout the two week notice period.

10 54. FormFactor is informed and believes, and on that basis alleges, that when
11 Browne began to firm up his plans to leave FormFactor and join Micro-Probe, Browne
12 repeatedly accessed FormFactor files containing a variety of trade secret, confidential and
13 proprietary information, including such information as pricing, sales, technical roadmaps
14 and research, growth strategy, and marketing plans. While accessing certain of these files
15 was part of Browne's ordinary business activities, Browne also accessed files that were
16 not directly related to his then-current job responsibilities. There was no reason for
17 Browne to have done so other than to begin gathering information needed at his new
18 position with Micro-Probe.

19 55. FormFactor is informed and believes, and on that basis alleges, that
20 Browne also repeatedly accessed the Minerva and/or the Silver Bullet database as well as
21 other FormFactor files during that same period and for the same reason.

22 56. FormFactor is informed and believes, and on that basis alleges, that
23 Browne copied tens of thousands of FormFactor files obtained during such accesses to
24 portable media such as USB drives, to his FormFactor laptop computer, and/or to his
25 home computer, and then to other unknown storage media and locations.

26 57. FormFactor is informed and believes, and on that basis alleges, that upon
27 his termination from FormFactor, Browne deliberately deleted and/or tried to overwrite
28 the FormFactor files on the portable media, the FormFactor laptop computer and/or his

1 home computer.

2 58. FormFactor is informed and believes, and on that basis alleges, that
3 Browne's home computer alone contained, prior to such deletion and/or overwrite
4 attempt, in excess of over 10,000 FormFactor files, including specifically and without
5 limitation, files and databases concerning: (a) customer information; (b) competitor
6 information; (c) business forecasts; (d) business strategy and roadmaps; (e) new product
7 introduction and performance information; (f) market analysis and forecast files; (g)
8 competitive strategy and analysis files; (h) customer account strategy files; (i) pricing and
9 pricing quotation files; (j) technical design files; (k) product performance specifications;
10 and (l) confidential agreements.

11 59. FormFactor is informed and believes, and on that basis alleges, that
12 Browne and Micro-Probe are using FormFactor's trade secret and proprietary and
13 confidential information at Micro-Probe and that a substantial part of Browne's incentive
14 to do so are his stock options at Micro-Probe, which increase in value commensurate with
15 the financial success of Micro-Probe.

16 60. FormFactor is informed and believes, and on that basis alleges, that one
17 reason Micro-Probe/Astria hired Browne was for the specific purpose of improperly
18 obtaining access to FormFactor trade secret and confidential and proprietary information
19 so as to allow it to compete unfairly with FormFactor, as well as to gain insight as to
20 FormFactor's policies regarding intellectual property enforcement.

21 61. FormFactor is informed and believes, and on that basis alleges, that
22 Browne has played, and continues to play, a direct role in the loss of business by
23 FormFactor to Micro-Probe, having worked closely with and reporting directly to Mike
24 Slessor, the CEO of Micro-Probe and Astria.

25 **CLAIM 1: INFRINGEMENT OF U.S. PATENT NO. 6,441,315**

26 62. FormFactor repeats the allegations of paragraphs 1-61 above as though
27 fully set forth herein.

28 63. This claim is asserted against Micro-Probe for patent infringement.

64. By virtue of its ownership of the '315 patent, FormFactor has the right to sue thereon and the right to recover for infringement thereof.

65. FormFactor is informed and believes, and on that basis alleges, that Micro-Probe has, individually or in concert with others, directly infringed at least Claims 1, 9, 21, and 30 of the '315 patent in violation of 35 U.S.C. § 271(a) by making, selling, offering for sale, and/or using MEMS wafer probe cards that include probe tips having raised elongated portions providing a horizontal wiping motion against the bonding pads on a semiconductor wafer as an overdrive motion is applied vertically to a wafer chuck holding the wafer to press the pads against the tips during wafer testing, with such wiping penetrating the non-conductive layers on the pads in order to establish electrical contact between the tips and the pads.

66. FormFactor is informed and believes, and on that basis alleges, that Micro-Probe has actively induced the aforesaid direct infringement of '315 patent in violation of 35 U.S.C. § 271(b) by aiding, abetting, and encouraging its customers' use of the infringing Micro-Probe wafer probe cards with knowledge of the infringement of FormFactor's patents and with the intent to cause such infringement.

67. Micro-Probe's wafer probe cards embody the patented inventions of the '315 patent, and will continue to do so unless enjoined by this Court.

68. FormFactor is informed and believes, and on that basis alleges, that Micro-Probe's infringement is willful and deliberate.

69. Micro-Probe's aforesaid acts of infringement have injured and violated the rights of FormFactor in an amount to be determined at trial. Further, by these acts, Micro-Probe has irreparably injured FormFactor, and such injury will continue unless enjoined by this Court.

CLAIM 2: INFRINGEMENT OF U.S. PATENT NO. 6,825,422

70. FormFactor repeats the allegations of paragraphs 1-61 above as though fully set forth herein.

71. This claim is asserted against Micro-Probe for patent infringement.

1 72. By virtue of its ownership of the '422 patent, FormFactor has the right to
2 sue thereon and the right to recover for infringement thereof.

3 73. FormFactor is informed and believes, and on that basis alleges, that Micro-
4 Probe has, individually or in concert with others, directly infringed at least Claim 1 of the
5 '422 patent in violation of 35 U.S.C. § 271(a) by making, selling, offering for sale, and/or
6 using MEMS wafer probe cards that include probe tips having raised elongated
7 portions providing a horizontal wiping motion against the bonding pads on a
8 semiconductor wafer as an overdrive motion is applied vertically to a wafer chuck
9 holding the wafer to press the pads against the tips during wafer testing, with such wiping
10 penetrating the non-conductive layers on the pads in order to establish electrical contact
11 between the tips and the pads.

12 74. FormFactor is informed and believes, and on that basis alleges, that Micro-
13 Probe has actively induced the aforesaid direct infringement of '422 patent in violation of
14 35 U.S.C. § 271(b) by aiding, abetting, and encouraging its customers' use of the
15 infringing Micro-Probe wafer probe cards with knowledge of the infringement of
16 FormFactor's patents and with the intent to cause such infringement.

17 75. Micro-Probe's wafer probe cards embody the patented inventions of the
18 '422 patent, and will continue to do so unless enjoined by this Court.

19 76. FormFactor is informed and believes, and on that basis alleges, that Micro-
20 Probe's infringement is willful and deliberate.

21 77. Micro-Probe's aforesaid acts of infringement have injured and violated the
22 rights of FormFactor in an amount to be determined at trial. Further, by these acts,
23 Micro-Probe has irreparably injured FormFactor, and such injury will continue unless
24 enjoined by this Court.

25 **CLAIM 3: INFRINGEMENT OF U.S. PATENT NO. 6,965,244**

26 78. FormFactor repeats the allegations of paragraphs 1-61 above as though
27 fully set forth herein.

28 79. This claim is asserted against Micro-Probe for patent infringement.

1 80. By virtue of its ownership of the '244 patent, FormFactor has the right to
2 sue thereon and the right to recover for infringement thereof.

3 81. FormFactor is informed and believes, and on that basis alleges, that Micro-
4 Probe has, individually or in concert with others, directly infringed at least Claim 30 of
5 the '244 patent in violation of 35 U.S.C. § 271(a) by making, selling, offering for sale,
6 and/or using MEMS wafer probe cards that include flexible substrates that connect high
7 frequency test signals to the probe head of the card.

8 82. FormFactor is informed and believes, and on that basis alleges, that Micro-
9 Probe has actively induced the aforesaid direct infringement of '244 patent in violation of
10 35 U.S.C. § 271(b) by aiding, abetting, and encouraging its customers' use of the
11 infringing Micro-Probe wafer probe cards with knowledge of the infringement of
12 FormFactor's patents and with the intent to cause such infringement.

13 83. Micro-Probe's wafer probe cards embody the patented inventions of the
14 '244 patent, and will continue to do so unless enjoined by this Court.

15 84. FormFactor is informed and believes, and on that basis alleges, that Micro-
16 Probe's infringement is willful and deliberate.

17 85. Micro-Probe's aforesaid acts of infringement have injured and violated the
18 rights of FormFactor in an amount to be determined at trial. Further, by these acts,
19 Micro-Probe has irreparably injured FormFactor, and such injury will continue unless
20 enjoined by this Court.

21 **CLAIM 4: INFRINGEMENT OF U.S. PATENT NO. 7,277,371**

22 86. FormFactor repeats the allegations of paragraphs 1-61 above as though
23 fully set forth herein.

24 87. This claim is asserted against Micro-Probe for patent infringement.

25 88. By virtue of its ownership of the '371 patent, FormFactor has the right to
26 sue thereon and the right to recover for infringement thereof.

27 89. FormFactor is informed and believes, and on that basis alleges, that Micro-
28 Probe has, individually or in concert with others, directly infringed at least Claim 30 of

the '371 patent in violation of 35 U.S.C. § 271(a) by making, selling, offering for sale, and/or using MEMS wafer probe cards that include flexible cables that connect high frequency test signals to the probe head of the card.

90. FormFactor is informed and believes, and on that basis alleges, that Micro-Probe has actively induced the aforesaid direct infringement of '371 patent in violation of 35 U.S.C. § 271(b) by aiding, abetting, and encouraging its customers' use of the infringing Micro-Probe wafer probe cards with knowledge of the infringement of FormFactor's patents and with the intent to cause such infringement.

91. Micro-Probe's wafer probe cards embody the patented inventions of the '371 patent, and will continue to do so unless enjoined by this Court.

92. FormFactor is informed and believes, and on that basis alleges, that Micro-Probe's infringement is willful and deliberate.

93. Micro-Probe's aforesaid acts of infringement have injured and violated the rights of FormFactor in an amount to be determined at trial. Further, by these acts, Micro-Probe has irreparably injured FormFactor, and such injury will continue unless enjoined by this Court.

CLAIM 5: INFRINGEMENT OF U.S. PATENT NO. 6,246,247

94. FormFactor repeats the allegations of paragraphs 1-61 above as though fully set forth herein.

95. This claim is asserted against Micro-Probe for patent infringement.

96. By virtue of its ownership of the '247 patent, FormFactor has the right to sue thereon and the right to recover for infringement thereof.

97. FormFactor is informed and believes, and on that basis alleges, that Micro-Probe has, individually or in concert with others, directly infringed at least Claim 36 of the '247 patent in violation of 35 U.S.C. § 271(a) by making, selling, offering for sale, and/or using MEMS wafer probe cards that include probe heads and printed circuit boards (PCBs) interconnected by space transformers.

98. FormFactor is informed and believes, and on that basis alleges, that Micro-

Probe has actively induced the aforesaid direct infringement of '247 patent in violation of 35 U.S.C. § 271(b) by aiding, abetting, and encouraging its customers' use of the infringing Micro-Probe wafer probe cards with knowledge of the infringement of FormFactor's patents and with the intent to cause such infringement.

99. Micro-Probe's wafer probe cards embody the patented inventions of the '247 patent, and will continue to do so unless enjoined by this Court.

100. FormFactor is informed and believes, and on that basis alleges, that Micro-Probe's infringement is willful and deliberate.

101. Micro-Probe's aforesaid acts of infringement have injured and violated the rights of FormFactor in an amount to be determined at trial. Further, by these acts, Micro-Probe has irreparably injured FormFactor, and such injury will continue unless enjoined by this Court.

102.

CLAIM 6: INFRINGEMENT OF U.S. PATENT NO. 7,671,614

103. FormFactor repeats the allegations of paragraphs 1-61 above as though fully set forth herein.

104. This claim is asserted against Micro-Probe for patent infringement.

105. By virtue of its ownership of the '614 patent, FormFactor has the right to sue thereon and the right to recover for infringement thereof.

106. FormFactor is informed and believes, and on that basis alleges, that Micro-Probe has, individually or in concert with others, directly infringed at least Claims 1 and 14 of the '614 patent in violation of 35 U.S.C. § 271(a) by making, selling, offering for sale, and/or using MEMS wafer probe cards with dual adjustment mechanisms by which the orientation of the probes can be adjusted and by which the orientation of the probe head itself can be adjusted.

107. FormFactor is informed and believes, and on that basis alleges, that Micro-Probe has actively induced the aforesaid direct infringement of '614 patent in violation of 35 U.S.C. § 271(b) by aiding, abetting, and encouraging its customers' use of the

1 infringing Micro-Probe wafer probe cards with knowledge of the infringement of
2 FormFactor's patents and with the intent to cause such infringement.

3 108. Micro-Probe's wafer probe cards embody the patented inventions of the
4 '614 patent, and will continue to do so unless enjoined by this Court.

5 109. FormFactor is informed and believes, and on that basis alleges, that Micro-
6 Probe's infringement is willful and deliberate.

7 110. Micro-Probe's aforesaid acts of infringement have injured and violated the
8 rights of FormFactor in an amount to be determined at trial. Further, by these acts,
9 Micro-Probe has irreparably injured FormFactor, and such injury will continue unless
10 enjoined by this Court.

11 **CLAIM 7: INFRINGEMENT OF U.S. PATENT NO. 7,225,538**

12 111. FormFactor repeats the allegations of paragraphs 1-61 above as though
13 fully set forth herein.

14 112. This claim is asserted against Micro-Probe for patent infringement.

15 113. By virtue of its ownership of the '538 patent, FormFactor has the right to
16 sue thereon and the right to recover for infringement thereof.

17 114. FormFactor is informed and believes, and on that basis alleges, that Micro-
18 Probe has, individually or in concert with others, directly infringed at least Claim 19 of
19 the '538 patent in violation of 35 U.S.C. § 271(a) by making, selling, offering for sale,
20 and/or using MEMS wafer probe cards with spring contact structures that are fabricated
21 in a plurality on a sacrificial substrate then attached to electrical connections on a
22 substrate.

23 115. FormFactor is informed and believes, and on that basis alleges, that Micro-
24 Probe has actively induced the aforesaid direct infringement of '538 patent in violation of
25 35 U.S.C. § 271(b) by aiding, abetting, and encouraging its customers' use of the
26 infringing Micro-Probe wafer probe cards with knowledge of the infringement of
27 FormFactor's patents and with the intent to cause such infringement.

28 116. Micro-Probe's wafer probe cards embody the patented inventions of the

1 '614 patent, and will continue to do so unless enjoined by this Court.

2 117. FormFactor is informed and believes, and on that basis alleges, that Micro-
3 Probe's infringement is willful and deliberate.

4 118. Micro-Probe's aforesaid acts of infringement have injured and violated the
5 rights of FormFactor in an amount to be determined at trial. Further, by these acts,
6 Micro-Probe has irreparably injured FormFactor, and such injury will continue unless
7 enjoined by this Court.

8 **CLAIM 8: TRADE SECRET MISAPPROPRIATION AND**
9 **CONSPIRACY TO MISAPPROPRIATE TRADE SECRETS**

10 119. FormFactor repeats the allegations of paragraphs 1-61 above as though
11 fully set forth herein.

12 120. This claim is asserted against Browne and Micro-Probe for
13 misappropriation of FormFactor's trade secrets and for conspiring to misappropriate such
14 trade secrets.

15 121. A significant portion of the information on the FormFactor servers and in
16 the databases, as well as in various other FormFactor files accessed by Brown constitute
17 FormFactor trade secrets in that they: (a) constitute information that derives independent
18 economic value from not being generally known to the public or to other persons who
19 can obtain economic value from its disclosure or use; and (b) have been the subject of
20 reasonable, if not stringent, efforts to maintain their secrecy.

21 122. As a FormFactor employee, Browne both acquired and generated trade
22 secret information about all phases of FormFactor's business, including patents, patent
23 enforcement, marketing, technical know-how, and competitor and customer information
24 that was not publicly available.

25 123. At all times during his FormFactor employment, FormFactor made Browne
26 fully aware of the trade secret nature of that information, and his duty to maintain the
27 secrecy of that information, and Browne even took courses and obtained certifications
28 confirming that awareness and understanding.

1 124. At all times during his FormFactor employment, Browne and FormFactor
2 had an understanding that the trade secret nature of this information would not only be
3 maintained, but also that such information would not be used or disclosed by Browne
4 outside of FormFactor without FormFactor's permission.

5 125. FormFactor is informed and believes, and on that basis alleges, that
6 Browne's transfer to his home computer and to portable storage media of massive
7 amounts of FormFactor files as alleged hereinabove was an illegitimate and improper
8 acquisition of trade secrets because it was based on access that Browne fully knew
9 exceeded the legitimate access that he was permitted relative to the scope of his
10 employment duties.

11 126. FormFactor is informed and believes, and on that basis alleges, that
12 Browne's subsequent deletion and/or attempt to overwrite such files as alleged
13 hereinabove reflected his recognition and knowledge that he had improperly acquired
14 FormFactor trade secrets.

15 127. FormFactor is informed and believes, and on that basis alleges, that Micro-
16 Probe, via its promise of employment to Browne, including the stock options, induced
17 Browne to improperly access FormFactor files while still at FormFactor and to breach his
18 duty to FormFactor to maintain the secrecy of the FormFactor information.

19 128. FormFactor is informed and believes, and on that basis alleges, that
20 Browne knowingly and deliberately conveyed FormFactor trade secret information to
21 Micro-Probe and has used such information in the performance of his duties at Micro-
22 Probe, including information in the Silver Bullet and Minerva databases and in those files
23 he accessed prior to his departure from FormFactor.

24 129. FormFactor is informed and believes, and on that basis alleges, that Micro-
25 Probe was fully aware of the trade secret nature of the FormFactor information that
26 Browne conveyed to and used at Micro-Probe before Browne conveyed it to Micro-
27 Probe.

28 130. FormFactor is informed and believes, and on that basis alleges, that Micro-

Probe was fully aware that Browne's acquiring of FormFactor trade secret information was either done improperly; or, even if properly, under circumstances that gave rise to a duty of Browne to FormFactor to maintain the secrecy of such information.

131. FormFactor is informed and believes, and on that basis alleges, that Micro-Probe, before receipt of the FormFactor trade secret information from Browne, had an opportunity to reject receipt of that information, but instead knowingly and intentionally chose to use that information for Micro-Probe's own commercial gain.

132. FormFactor is informed and believes, and on that basis alleges, that Micro-Probe, before allowing Browne to use the FormFactor trade secret information at Micro-Probe, had an opportunity to stop him from doing so; but instead of stopping him, knowingly and intentionally encouraged him to use that information for Micro-Probe's commercial gain and the commensurate increase in value of Browne's stock options.

133. Browne's deliberate and intentional actions in: (a) improperly accessing, while at FormFactor, files containing FormFactor trade secret information; (b) disclosing FormFactor trade secret information to Micro-Probe; and/or (c) using at Micro-Probe FormFactor's trade secret information constitute trade secret misappropriation by Browne.

134. Micro-Probe's actions in: (a) inducing and encouraging Browne to breach his duty to maintain the confidentiality of FormFactor trade secrets and/or to improperly access such trade secrets; (b) permitting and encouraging Browne's use of FormFactor trade secret information at Micro-Probe, knowing that such information had been improperly acquired or disclosed and that FormFactor would never consent to such acquisition or disclosure; and/or (c) acquiring FormFactor trade secrets by inducing Browne to breach his duty to maintain the confidentiality of FormFactor trade secrets constitute trade secret misappropriation by Micro-Probe.

135. FormFactor is informed and believes, and on that basis alleges, that numerous individuals could have fulfilled the position of Vice-President of Sales at Micro-Probe; yet, given Micro-Probe's desire to take business away from FormFactor

1 and expand Micro-Probe's business, it targeted Browne, who had familiarity with
2 FormFactor's business.

3 136. FormFactor is informed and believes, and on that basis alleges, that
4 Browne has responsibility at Micro-Probe for some of the same customers he had
5 responsibility for at FormFactor.

6 137. The actions of Browne and Micro-Probe as alleged above constitute a
7 wrongful conspiracy with Browne to misappropriate FormFactor trade secrets.

8 138. As a direct and proximate cause of the actions of Browne and Micro-Probe,
9 FormFactor has been damaged in a significant amount. That amount will be determined
10 at trial, but is in excess of \$10 million.

11 139. As a direct and proximate cause of Browne's and Micro-Probe's trade
12 secret misappropriation, Micro-Probe has been unjustly enriched in an amount no less
13 than the amount of business lost by FormFactor. That amount will be determined at trial,
14 but is in excess of \$10 million.

15 140. In doing the acts hereinabove alleged, Browne and Micro-Probe and each
16 of them have engaged in willful and malicious misappropriation by reason thereof,
17 FormFactor is entitled, as against each of them, to twice the amount of its actual damages
18 and/or the amounts by which Micro-Probe and Browne have been unjustly enriched as
19 exemplary damages pursuant to Civil Code § 3426.3(c).

20 141. By the aforesaid acts, Micro-Probe and Browne have irreparably injured
21 FormFactor, and such injury will continue unless enjoined by this Court.

22 **CLAIM 9: BREACH OF CONFIDENCE AND CONSPIRACY TO**

23 **BREACH CONFIDENCE**

24 142. FormFactor repeats the allegations of paragraphs 1-61 above as though
25 fully set forth herein.

26 143. This claim is asserted against Browne for breach of confidence relative to
27 FormFactor's confidential and propriety information, to the extent that such information
28 does not constitute trade secret information, and against Browne and Micro-Probe for

1 conspiring to breach that confidence.

2 144. As a FormFactor employee, Browne both received and generated
3 confidential and proprietary information about all phases of FormFactor's business,
4 including patents, patent enforcement, marketing, technical know-how, and competitor
5 and customer information that was not publicly available.

6 145. At all times during his FormFactor employment, FormFactor made Browne
7 fully aware of the confidential and proprietary nature of that information, and Browne
8 even took courses and obtained certifications confirming that awareness and
9 understanding.

10 146. At all times during his FormFactor employment, Browne and FormFactor
11 had an understanding that the confidential and proprietary nature of this information
12 would not only be maintained, but also that such information would not be used or
13 disclosed by Browne outside of FormFactor without FormFactor's permission.

14 147. FormFactor is informed and believes, and on that basis alleges, that
15 Browne knowingly and deliberately conveyed FormFactor confidential and proprietary
16 information to Micro-Probe and has used such information in the performance of his
17 duties at Micro-Probe, including information in files on FormFactor's servers and the
18 databases and in those files he accessed prior to his departure from FormFactor.

19 148. FormFactor is informed and believes, and on that basis alleges, that Micro-
20 Probe was fully aware of the confidential and proprietary nature of the FormFactor
21 information that Browne conveyed to and used at Micro-Probe before Browne conveyed
22 it to Micro-Probe.

23 149. FormFactor is informed and believes, and on that basis alleges, that Micro-
24 Probe, before receipt of the FormFactor confidential and proprietary information from
25 Browne, had an opportunity to reject receipt of that information, but instead knowingly
26 and intentionally chose to use that information for Micro-Probe's own commercial gain.

27 150. FormFactor is informed and believes, and on that basis alleges, that Micro-
28 Probe, before allowing Browne to use the FormFactor confidential and proprietary

1 information at Micro-Probe, had an opportunity to stop him from doing so; but instead of
2 stopping him, knowingly and intentionally encouraged him to use that information for
3 Micro-Probe's commercial gain and the commensurate increase in value of Browne's
4 stock options.

5 151. Browne's deliberate and intentional actions in disclosing to Micro-Probe
6 and/or using at Micro-Probe FormFactor's confidential and proprietary information were
7 a breach of his duty of confidence to FormFactor to maintain FormFactor confidential
8 and proprietary information as such and to not disclose it, particularly to a competitor.

9 152. Micro-Probe's actions as alleged above constitute a wrongful conspiracy
10 with Browne to breach his duty of confidence to FormFactor and to thereby obtain
11 FormFactor confidential and proprietary information.

12 153. As a direct and proximate cause of the actions of Browne and Micro-Probe,
13 FormFactor has been damaged in a significant amount. That amount will be determined
14 at trial, but is in excess of \$5 million.

15 154. In doing the acts hereinabove alleged, Browne and Micro-Probe and each
16 of them have acted fraudulently, oppressively, and maliciously and, by reason thereof,
17 FormFactor is entitled to exemplary and punitive damages against each of them in a total
18 amount of \$5 million.

19 155. By the aforesaid acts, Micro-Probe and Browne have irreparably injured
20 FormFactor, and such injury will continue unless enjoined by this Court.

21 **CLAIM 10: UNFAIR COMPETITION**

22 156. FormFactor repeats the allegations of paragraphs 1-61 and 142-151 above
23 as though fully set forth herein.

24 157. This is a claim against Micro-Probe for unfair competition in violation of
25 California Business and Professions Code § 17200 et seq. relative to Micro-Probe's acts
26 other than the acts of trade secret misappropriation as alleged above.

27 158. At all times herein relevant, Micro-Probe has engaged in a pattern of
28 unlawful and unfair business practices relative to FormFactor that have not only

1 significantly threatened or harmed competition, but that also have resulted in Micro-
2 Probe competing unfairly with FormFactor.

3 159. FormFactor is informed and believes, and on that basis alleges, that Micro-
4 Probe's unfair business practices have included, but have not been limited to, targeting
5 FormFactor employees having FormFactor confidential and proprietary information and
6 encouraging them to disclose that information in violation of their duty of confidence to
7 FormFactor and then using such information to compete unfairly with FormFactor.

8 160. FormFactor is informed and believes, and on that basis alleges that all of
9 the foregoing acts of Micro-Probe were intentional and were directed toward perpetuating
10 a business competing unfairly with FormFactor.

11 161. The acts of Micro-Probe as set forth herein have resulted in Micro-Probe
12 competing unfairly with FormFactor in the wafer probe card business and the loss of
13 FormFactor business to Micro-Probe.

14 162. As a direct and proximate cause of Micro-Probe's unfair competition,
15 Micro-Probe has been unjustly enriched in an amount no less than the amount of business
16 lost by FormFactor. That amount will be determined at trial, but is in excess of \$5
17 million.

18 163. By the aforesaid acts, Micro-Probe has irreparably injured FormFactor, and
19 such injury will continue unless enjoined by this Court.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, FormFactor requests that the Court enter judgment in its favor and
22 against Micro-Probe and Browne as follows:

23 **Under Claims 1-7**

24 1. That FormFactor be adjudged to be the owner of the '315, '422, '244, '371,
25 '247, '614 and '538 patents and all rights of recovery under each of them.

26 2. That the '315, '422, '244, '371, '247, '614 and '538 patents be each adjudged to
27 be good and valid at law and infringed by Micro-Probe.

28 3. That an accounting be had of the damages to FormFactor resulting from the acts

1 complained of herein and that Micro-Probe be directed to fully compensate FormFactor
2 for all damages attributable to Micro-Probe's infringement of the '315, '422, '244, '371,
3 '247, '614 and '538 patents in an amount according to proof at trial.

4 4. That Micro-Probe, and its subsidiaries, affiliates, parents, successors, assigns,
5 officers, agents, servants, employees, attorneys, and all persons acting in concert or in
6 participation with them, or any of them, be temporarily and preliminarily enjoined during
7 the pendency of this action, and permanently enjoined thereafter, from infringing and/or
8 inducing infringement of the '315, '422, '244, '371, '247, '614 and '538 patents, and
9 specifically from directly or indirectly making, using, selling, or offering for sale, any
10 products embodying the inventions of the '315, '422, '244, '371, '247, '614 and '538
11 patents.

12 5. That this case be deemed exceptional and that enhanced damages be awarded to
13 FormFactor pursuant to 35 U.S.C. § 284.

14 6. That FormFactor be awarded reasonable attorneys' fees pursuant to 35 U.S.C. §
15 285.

16 7. That Micro-Probe be ordered to deliver to FormFactor, for destruction at
17 FormFactor's option, all products that infringe one or more of the patents-in-suit.

18 **Under Claim 8**

19 8. That Browne and Micro-Probe be adjudged to have misappropriated and
20 conspired to misappropriate FormFactor's trade secrets.

21 9. That FormFactor have judgment against Browne and Micro-Probe and each of
22 them for compensatory damages in the amount not less than the sum of \$10 million.

23 10. That Micro-Probe and Browne be ordered to disgorge and restore to
24 FormFactor the monies by each of them have been unjustly enriched by virtue of their
25 trade secret misappropriation, in an amount no less than \$10 million.

26 11. That FormFactor have judgment against Browne and Micro-Probe and each of
27 them for exemplary damages under Civil Code § 3624.3(c) in the amount not less than
28 twice the amount of FormFactor's actual damage or the amounts by which Micro-Probe

1 and Browne have been unjustly enriched.

2 12. That Browne and Micro-Probe and each of them be ordered to deliver up to
3 FormFactor all documents, electronic and otherwise, containing FormFactor trade secret
4 information, and all products developed using such information.

5 13. That Browne and Micro-Probe and its subsidiaries, affiliates, parents,
6 successors, assigns, officers, agents, servants, employees, attorneys, and all persons
7 acting in concert or in participation with them, or any of them, be temporarily and
8 preliminarily enjoined during the pendency of this action, and permanently enjoined
9 thereafter, from further misappropriation, disclosure and/or use of any FormFactor trade
10 secret information.

11 **Under Claim 9**

12 14. That Browne and Micro-Probe be adjudged to have breached and conspired to
13 breach Browne's duty of confidence to FormFactor.

14 15. That FormFactor have judgment against Browne and Micro-Probe and each of
15 them for compensatory damages in the amount not less than the sum of \$5 million.

16 16. That FormFactor have judgment against Browne and Micro-Probe and each of
17 them for exemplary and punitive damages in the amount not less than the sum of \$5
18 million.

19 17. That Browne and Micro-Probe and each of them be ordered to deliver up to
20 FormFactor all documents, electronic and otherwise, containing FormFactor confidential
21 and proprietary information, and all products developed using such information.

22 18. That Browne and Micro-Probe and its subsidiaries, affiliates, parents,
23 successors, assigns, officers, agents, servants, employees, attorneys, and all persons
24 acting in concert or in participation with them, or any of them, be temporarily and
25 preliminarily enjoined during the pendency of this action, and permanently enjoined
26 thereafter, from further disclosure and/or use of any FormFactor confidential and
27 proprietary information and from any further breaches of Browne's duty of confidence to
28 FormFactor.

Under Claim 10

19. That Micro-Probe be ordered to disgorge and restore to FormFactor the monies that may have been acquired by means its unfair competition with FormFactor, in an amount no less than \$5 million.

20. That Browne and Micro-Probe and each of them be ordered to deliver up to FormFactor all documents, electronic and otherwise, containing FormFactor confidential and proprietary information, and all products developed using such information.

21. That Micro-Probe and its subsidiaries, affiliates, parents, successors, assigns, officers, agents, servants, employees, attorneys, and all persons acting in concert or in participation with them, or any of them, be temporarily and preliminarily enjoined during the pendency of this action, and permanently enjoined thereafter, from any and all further acts of unfair competition and from using any FormFactor confidential and proprietary information.

Under All Claims

22. That FormFactor be awarded the costs of suit and an assessment of interest, including prejudgment interest.

23. That FormFactor have such other, further, and different relief as the Court deems proper under the circumstances.

Dated: February 18, 2010

/s/ WILLIAM J. ROBINSON

William J. Robinson
FOLEY & LARDNER LLP

Attorneys for **FORMFACTOR, INC.**

DEMAND FOR JURY TRIAL

Pursuant to F.R.Civ.P. 38, FormFactor demands trial by jury.

Dated: February 18, 2010

/S/ WILLIAM J. ROBINSON

William J. Robinson

FOLEY & LARDNER LLP

Attorneys for **FORMFACTOR, INC.**