

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ZOND, INC.,

Plaintiff,

v.

FUJITSU LIMITED, FUJITSU
SEMICONDUCTOR LIMITED, and FUJITSU
SEMICONDUCTOR AMERICA, INC.,

Defendants.

CIVIL ACTION NO. _____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Zond, Inc. (“Zond”) files this Complaint for Patent Infringement (“Complaint”) against Defendants Fujitsu Limited, Fujitsu Semiconductor Limited, and Fujitsu Semiconductor America, Inc. (collectively, “Fujitsu”), wherein, pursuant to 35 U.S.C. §§ 271 and 281, Zond seeks a judgment of infringement by Fujitsu of U.S. Patent Nos. 6,853,142 (the “142 Patent”), 6,806,652 (the “652 Patent”), 7,604,716 (the “716 Patent”), 7,147,759 (the “759 Patent”), 7,811,421 (the “421 Patent”), 6,805,779 (the “779 Patent”), 7,808,184 (the “184 Patent”), and 8,125,155 (the “155 Patent”) and damages resulting therefrom pursuant to 35 U.S.C. § 284, as well as preliminary and permanent injunction of the infringing activity pursuant to 35 U.S.C. § 283, and such other relief as the Court deems just and proper, and in support thereof alleges as follows:

The Parties

1. Zond is a Delaware corporation with a principal place of business at 137A High Street Mansfield, MA 02048. Zond wholly owns Zpulser, LLC (“Zpulser”), also based in Mansfield, MA. Zpulser commercializes Zond’s patented technology by manufacturing

and selling unique high-power plasma generators.

2. On information and belief, Defendant Fujitsu Limited is a Japanese corporation with its principal place of business at Shiodome City Center 1-5-2 Higashi-Shimbashi Minato-ku, Tokyo 105-7123, Japan.

3. On information and belief, Defendant Fujitsu Semiconductor Limited is a Japanese corporation with its principal place of business at Nomura Shin-Yokohama Bldg., 2-10-23 Shin-Yokohama, Kohoku-Ku Yokohama, Kanagawa, Japan. On information and belief, Fujitsu Semiconductor Limited is a wholly owned subsidiary of Fujitsu Limited and is controlled by and/or acts as an agent of Fujitsu Limited.

4. On information and belief, Defendant Fujitsu Semiconductor America, Inc., is a California corporation with its principle place of business at 1250 E. Arques Ave, M/S 333, Sunnyvale, CA 94085-5401. On information and belief, Fujitsu Semiconductor America, Inc. is a wholly owned subsidiary of Fujitsu Semiconductor Limited and is controlled by and/or acts as an agent of Fujitsu Limited and Fujitsu Semiconductor Limited.

Jurisdiction and Venue

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because the action concerns infringement of a United States patent.

6. This Court has personal jurisdiction over Fujitsu at least by virtue of Fujitsu having conducted business in this District and having committed one or more acts of infringement in this District.

7. Venue is proper under 28 U.S.C. §§ 1391 and 1400.

The Eight (8) Patents-in-Suit

8. Zond is the owner of the '142 Patent entitled "Methods and Apparatus for Generating High-Density Plasma," which the United States Patent & Trademark Office lawfully and duly issued on February 8, 2005. A true and correct copy of the '142 Patent is attached hereto as Exhibit A.

9. Zond is the owner of the '652 Patent entitled "High-Density Plasma Source Using Excited Atoms," which the United States Patent & Trademark Office lawfully and duly issued on October 19, 2004. A true and correct copy of the '652 Patent is attached hereto as Exhibit B.

10. Zond is the owner of the '716 Patent entitled "Methods and Apparatus for Generating High-Density Plasma," which the United States Patent & Trademark Office lawfully and duly issued on October 20, 2009. A true and correct copy of the '716 Patent is attached hereto as Exhibit C.

11. Zond is the owner of the '759 Patent entitled "High-Power Pulsed Magnetron Sputtering," which the United States Patent & Trademark Office lawfully and duly issued on December 12, 2006. A true and correct copy of the '759 Patent is attached hereto as Exhibit D.

12. Zond is the owner of the '421 Patent entitled "High Deposition Rate Sputtering," which the United States Patent & Trademark Office lawfully and duly issued on October 12, 2010. A true and correct copy of the '421 Patent is attached hereto as Exhibit E.

13. Zond is the owner of the '779 Patent entitled "Plasma Generation Using Multi-Step Ionization," which the United States Patent & Trademark Office lawfully and duly issued

on October 19, 2004. A true and correct copy of the '779 Patent is attached hereto as Exhibit F.

14. Zond is the owner of the '184 Patent entitled "Methods and Apparatus for Generating Strongly-Ionized Plasmas with Ionizational Instabilities," which the United States Patent & Trademark Office lawfully and duly issued on October 5, 2010. A true and correct copy of the '184 Patent is attached hereto as Exhibit G.

15. Zond is the owner of the '155 Patent entitled "Methods and Apparatus for Generating Strongly-Ionized Plasmas with Ionizational Instabilities," which the United States Patent and Trademark Office lawfully and duly issued on February 28, 2012. A true and correct copy of the '155 Patent is attached hereto as Exhibit H.

FACTUAL BACKGROUND

1. Zond's Patented Technology

16. Founded in 2002, Zond is a technology development company based outside of Boston in Mansfield, Massachusetts. With its President and Co-Founder Dr. Roman Chistyakov at the helm, Zond has been developing a unique plasma discharge technology, which is protected by over 30 patents and patent applications pending throughout the world, including 18 patents that have issued in the United States. Dr. Chistyakov is the named inventor on all eight (8) of Zond's patents-in-suit. These patents are generally directed to the generation, use and/or applications of a unique plasma discharge technology that employs a strongly ionized plasma of commercial significance and has wide-ranging applicability in various industries, as described further below.

17. In 2005, Zpulsar was created as the marketing and sales arm of Zond to commercialize Zond's patented technology. Zpulsar offers a revolutionary product line of

plasma generators that are commercially practicable and allow for use of the technology in an industrial manufacturing environment. For example, Zpulser's plasma generators address the importance of voltage rise time, amplitude and/or duration for generating and using strongly ionized plasmas without the detrimental effects of arc discharges, in a manufacturing environment.

18. Zond's strongly ionized plasma technology has application in various industries ranging from consumer products such as razor blades to electronics such as semiconductor chips and flat panel displays, which provides numerous competitive advantages over alternative and older technology. For example, in the semiconductor chip industry, Zond's patented technology allows certain types of strongly ionized plasmas to be generated in an industrial manufacturing environment. Such plasmas can be used for certain critical manufacturing steps for semiconductor chips made using the latest generation of 32 nm and smaller semiconductor process technology. These applications range from forming the critical copper-based interconnects to the unique transistor structures necessary in these new generations of chips.

19. In particular, Zond's patented technology is an enabling technology that can be used to fabricate such chips using a copper interconnect process with exceptional step coverage and seed layer integrity at lower cost per wafer than alternative technologies. The process provides a way to deposit effective barrier and seed layers for the critical interconnects used in chips manufactured using 32 nm and smaller semiconductor process technology. For example, the manufacturing process for such barrier and seed layers require a way to generate a high-density plasma in order to increase the ionization rate of the sputtered materials such as tantalum, titanium and copper (and other alloys) for use in high-aspect ratio

deposition processes. Zond's patented technology can be used to generate such materials, thus facilitating the speed and reliability of the critical copper interconnects needed for chips manufactured using 32 nm and smaller process technology.

20. In addition, Zond's patented technology can be used to deposit the metal films that form the heart of the semiconductor industry's smaller, faster, metal gate transistors manufactured using 32 nm and smaller process technology. Over the past few years, as transistor devices have scaled down, higher aspect ratios have made it more difficult for conventional plasma technology to fill narrow and deep structures while avoiding plasma damage. Zond's patented technology has provided a unique strongly ionized plasmas that has enabled such narrow and deep structures to be filled with the necessary metals in a cost-effective manner. For example, Zond's patented technology allows consistent layers of metal such as NiPt (and other alloys) to be formed at the bottom of the narrow and deep contact holes necessary for chips manufactured using 32 nm and smaller process technology. Zond's patented technology can be used to generate the high-density plasmas in order to increase the ionization rate of the sputtered material needed in such deposition processes.

2. Fujitsu's Infringing Products

21. Fujitsu is a designer and developer of semiconductor products and solutions for consumer, communications, automotive and industrial products including integrated circuits made from Complimentary Metal-Oxide Semiconductor devices ("CMOS devices"), analog to digital converters ("ADC"), application specific integrated circuit ("ASIC") solutions graphics display controllers, embedded MCUs and controllers, video and image processors, analog devices, wireless ICs, memory solutions as well as numerous other electronic devices.

22. Fujitsu's devices are constructed using semiconductor circuit technology. This

technology, along with related advances in semiconductor processing, allows Fujitsu to manufacture devices and transistors at smaller and smaller distances between relevant components resulting in higher density and more complex circuits.

23. Fujitsu's integrated circuit manufacturing continues to use techniques that use smaller and smaller features for various product cycles. The size of the smallest parts of a transistor is generally referred to by Fujitsu as a "node." Upon information and belief, Fujitsu's smallest manufacturing nodes being currently marketed are 32 and 28 nanometers ("nm"). A move to devices using smaller manufacturing nodes is expected in the near future.

24. In order to manufacture circuit devices at the 32 and 28 nm and smaller nodes ("Accused Nodes"), unique manufacturing processes had to be developed by or for Fujitsu that, on information and belief, employ Zond's patented technology for generating and using strongly ionized plasmas in a manufacturing environment. On information and belief, the infringing devices include those made using process steps that employ strongly ionized plasmas including, but not limited to, processes for depositing interconnects and contacts, and metal for metal gate transistors, as well as other methods of generating and using strongly ionized plasmas to form 32 and 28 nm node and smaller devices. The infringing chips include, on information and belief, Fujitsu's 32 and 28 nm node and smaller devices including, but not limited to, integrated circuits made from CMOS devices, ASIC devices as well as other semiconductor devices within the Accused Nodes (collectively, the "Infringing Products"). The Infringing Products include, but are not limited to, the following types of offerings: its 8-bit, 28nm CMOS ADCs (based on Fujitsu's CHAIS architecture) and 28 nm ASIC devices. Discovery is expected to uncover the full extent of Fujitsu's unlawful use of Zond's patented plasma technology beyond these accused devices already identified through

public information.

**FIRST CLAIM FOR RELIEF
(Infringement of the '142 Patent)**

25. Zond incorporates by reference paragraphs 1 through 24 of the Complaint as if set forth here in full.

26. Upon information and belief, Fujitsu has been and is currently directly infringing one or more claims of the '142 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, the Infringing Products.

27. Upon information and belief, upon knowledge of the '142 Patent, Fujitsu is contributing to the infringement of, and/or inducing infringement of the '142 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to make, use, sell and/or offer for sale Fujitsu's Infringing Products in a manner that constitutes infringement of one or more claims of the '142 Patent. There are no substantial uses of the Infringing Products made, used, sold, or offered for sale by Fujitsu that do not infringe one or more claims of the '142 Patent.

28. As a result of Fujitsu's unlawful infringement of the '142 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from Fujitsu the damages adequate to compensate for such infringement, which have yet to be determined.

29. Any further manufacturing, sales, offers for sale, uses, or importation by Fujitsu of the Infringing Products will demonstrate a deliberate and conscious decision to infringe the '142 Patent or, at the very least, a reckless disregard of Zond's patent rights. If

Fujitsu continues to manufacture, use, offer to sell, sell, and/or import the Infringing Products following its notice of the '142 Patent claims, Fujitsu's infringement will be willful and Zond will be entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

30. Fujitsu will continue to infringe the '142 Patent unless and until it is enjoined by this Court.

31. Fujitsu's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until Fujitsu is enjoined by this Court.

**SECOND CLAIM FOR RELIEF
(Infringement of the '652 Patent)**

32. Zond incorporates by reference paragraphs 1 through 31 of the Complaint as if set forth here in full.

33. Upon information and belief, Fujitsu has been and is currently directly infringing one or more claims of the '652 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, the Infringing Products.

34. Upon information and belief, upon knowledge of the '652 Patent, Fujitsu is contributing to the infringement of, and/or inducing infringement of the '652 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, OEMs and ODMs, to make, use, sell and/or offer for sale Fujitsu's Infringing Products in a manner that constitutes infringement of one or more claims of the '652 Patent. There are no substantial uses of the Infringing Products made, used, sold, or offered for sale by Fujitsu that do not infringe one or more claims of the '652 Patent.

35. As a result of Fujitsu's unlawful infringement of the '652 Patent, Zond has

suffered and will continue to suffer damage. Zond is entitled to recover from Fujitsu the damages adequate to compensate for such infringement, which have yet to be determined.

36. Any further manufacturing, sales, offers for sale, uses, or importation by Fujitsu of the Infringing Products will demonstrate a deliberate and conscious decision to infringe the '652 Patent or, at the very least, a reckless disregard of Zond's patent rights. If Fujitsu continues to manufacture, use, offer to sell, sell, and/or import the Infringing Products following its notice of the '652 Patent claims, Fujitsu's infringement will be willful and Zond will be entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

37. Fujitsu will continue to infringe the '652 Patent unless and until it is enjoined by this Court.

38. Fujitsu's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until Fujitsu is enjoined by this Court.

**THIRD CLAIM FOR RELIEF
(Infringement of the '716 Patent)**

39. Zond incorporates by reference paragraphs 1 through 38 of the Complaint as if set forth here in full.

40. Upon information and belief, Fujitsu has been and is currently directly infringing one or more claims of the '716 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, the Infringing Products.

41. Upon information and belief, upon knowledge of the '716 Patent, Fujitsu is contributing to the infringement of, and/or inducing infringement of the '716 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers,

OEMs and ODMs, to make, use, sell and/or offer for sale Fujitsu's Infringing Products in a manner that constitutes infringement of one or more claims of the '716 Patent. There are no substantial uses of the Infringing Products made, used, sold, or offered for sale by Fujitsu that do not infringe one or more claims of the '716 Patent.

42. As a result of Fujitsu's unlawful infringement of the '716 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from Fujitsu the damages adequate to compensate for such infringement, which have yet to be determined.

43. Any further manufacturing, sales, offers for sale, uses, or importation by Fujitsu of the Infringing Products will demonstrate a deliberate and conscious decision to infringe the '716 Patent or, at the very least, a reckless disregard of Zond's patent rights. If Fujitsu continues to manufacture, use, offer to sell, sell, and/or import the Infringing Products following its notice of the '716 Patent claims, Fujitsu's infringement will be willful and Zond will be entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

44. Fujitsu will continue to infringe the '716 Patent unless and until it is enjoined by this Court.

45. Fujitsu's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until Fujitsu is enjoined by this Court.

**FOURTH CLAIM FOR RELIEF
(Infringement of the '759 Patent)**

46. Zond incorporates by reference paragraphs 1 through 45 of the Complaint as if set forth here in full.

47. Upon information and belief, Fujitsu has been and is currently directly infringing one or more claims of the '759 Patent by making, using, offering to sell, and/or

selling within the United States, and/or importing into the United States, without authority, the Infringing Products.

48. Upon information and belief, upon knowledge of the '759 Patent, Fujitsu is contributing to the infringement of, and/or inducing infringement of the '759 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, OEMs and ODMs, to make, use, sell and/or offer for sale Fujitsu's Infringing Products in a manner that constitutes infringement of one or more claims of the '759 Patent. There are no substantial uses of the Infringing Products made, used, sold, or offered for sale by Fujitsu that do not infringe one or more claims of the '759 Patent.

49. As a result of Fujitsu's unlawful infringement of the '759 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from Fujitsu the damages adequate to compensate for such infringement, which have yet to be determined.

50. Any further manufacturing, sales, offers for sale, uses, or importation by Fujitsu of the Infringing Products will demonstrate a deliberate and conscious decision to infringe the '759 Patent or, at the very least, a reckless disregard of Zond's patent rights. If Fujitsu continues to manufacture, use, offer to sell, sell, and/or import the Infringing Products following its notice of the '759 Patent claims, Fujitsu's infringement will be willful and Zond will be entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

51. Fujitsu will continue to infringe the '759 Patent unless and until it is enjoined by this Court.

52. Fujitsu's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until Fujitsu is enjoined by this Court.

FIFTH CLAIM FOR RELIEF
(Infringement of the '421 Patent)

53. Zond incorporates by reference paragraphs 1 through 52 of the Complaint as if set forth here in full.

54. Upon information and belief, Fujitsu has been and is currently directly infringing one or more claims of the '421 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, the Infringing Products.

55. Upon information and belief, upon knowledge of the '421 Patent, Fujitsu is contributing to the infringement of, and/or inducing infringement of the '421 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, OEMs and ODMs, to make, use, sell and/or offer for sale Fujitsu's Infringing Products in a manner that constitutes infringement of one or more claims of the '421 Patent. There are no substantial uses of the Infringing Products made, used, sold, or offered for sale by Fujitsu that do not infringe one or more claims of the '421 Patent.

56. As a result of Fujitsu's unlawful infringement of the '421 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from Fujitsu the damages adequate to compensate for such infringement, which have yet to be determined.

57. Any further manufacturing, sales, offers for sale, uses, or importation by Fujitsu of the Infringing Products will demonstrate a deliberate and conscious decision to infringe the '421 Patent or, at the very least, a reckless disregard of Zond's patent rights. If Fujitsu continues to manufacture, use, offer to sell, sell, and/or import the Infringing Products following its notice of the '421 Patent claims, Fujitsu's infringement will be willful and Zond will be entitled to treble damages and attorneys' fees and costs incurred in this action, along

with prejudgment interest under 35 U.S.C. §§ 284, 285.

58. Fujitsu will continue to infringe the '421 Patent unless and until it is enjoined by this Court.

59. Fujitsu's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until Fujitsu is enjoined by this Court.

**SIXTH CLAIM FOR RELIEF
(Infringement of the '779 Patent)**

60. Zond incorporates by reference paragraphs 1 through 59 of the Complaint as if set forth here in full.

61. Upon information and belief, Fujitsu has been and is currently directly infringing one or more claims of the '779 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, the Infringing Products.

62. Upon information and belief, upon knowledge of the '779 Patent, Fujitsu is contributing to the infringement of, and/or inducing infringement of the '779 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, OEMs and ODMs, to make, use, sell and/or offer for sale Fujitsu's Infringing Products in a manner that constitutes infringement of one or more claims of the '779 Patent. There are no substantial uses of the Infringing Products made, used, sold, or offered for sale by Fujitsu that do not infringe one or more claims of the '779 Patent.

63. As a result of Fujitsu's unlawful infringement of the '779 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from Fujitsu the damages adequate to compensate for such infringement, which have yet to be determined.

64. Any further manufacturing, sales, offers for sale, uses, or importation by

Fujitsu of the Infringing Products will demonstrate a deliberate and conscious decision to infringe the '779 Patent or, at the very least, a reckless disregard of Zond's patent rights. If Fujitsu continues to manufacture, use, offer to sell, sell, and/or import the Infringing Products following its notice of the '779 Patent claims, Fujitsu's infringement will be willful and Zond will be entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

65. Fujitsu will continue to infringe the '779 Patent unless and until it is enjoined by this Court.

66. Fujitsu's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until Fujitsu is enjoined by this Court.

**SEVENTH CLAIM FOR RELIEF
(Infringement of the '184 Patent)**

67. Zond incorporates by reference paragraphs 1 through 66 of the Complaint as if set forth here in full.

68. Upon information and belief, Fujitsu has been and is currently directly infringing one or more claims of the '184 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, the Infringing Products.

69. Upon information and belief, upon knowledge of the '184 Patent, Fujitsu is contributing to the infringement of, and/or inducing infringement of the '184 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, OEMs and ODMs, to make, use, sell and/or offer for sale Fujitsu's Infringing Products in a manner that constitutes infringement of one or more claims of the '184 Patent. There are no substantial uses of the Infringing Products made, used, sold, or offered for sale by Fujitsu that

do not infringe one or more claims of the '184 Patent.

70. As a result of Fujitsu's unlawful infringement of the '184 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from Fujitsu the damages adequate to compensate for such infringement, which have yet to be determined.

71. Any further manufacturing, sales, offers for sale, uses, or importation by Fujitsu of the Infringing Products will demonstrate a deliberate and conscious decision to infringe the '184 Patent or, at the very least, a reckless disregard of Zond's patent rights. If Fujitsu continues to manufacture, use, offer to sell, sell, and/or import the Infringing Products following its notice of the '184 Patent claims, Fujitsu's infringement will be willful and Zond will be entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

72. Fujitsu will continue to infringe the '184 Patent unless and until it is enjoined by this Court.

73. Fujitsu's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until Fujitsu is enjoined by this Court.

**EIGHTH CLAIM FOR RELIEF
(Infringement of the '155 Patent)**

74. Zond incorporates by reference paragraphs 1 through 73 of the Complaint as if set forth here in full.

75. Upon information and belief, Fujitsu has been and is currently directly infringing one or more claims of the '155 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, the Infringing Products.

76. Upon information and belief, upon knowledge of the '155 Patent, Fujitsu is

contributing to the infringement of, and/or inducing infringement of the ‘155 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, OEMs and ODMs, to make, use, sell and/or offer for sale Fujitsu’s Infringing Products in a manner that constitutes infringement of one or more claims of the ‘155 Patent. There are no substantial uses of the Infringing Products made, used, sold, or offered for sale by Fujitsu that do not infringe one or more claims of the ‘155 Patent.

77. As a result of Fujitsu’s unlawful infringement of the ‘155 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from Fujitsu the damages adequate to compensate for such infringement, which have yet to be determined.

78. Any further manufacturing, sales, offers for sale, uses, or importation by Fujitsu of the Infringing Products will demonstrate a deliberate and conscious decision to infringe the ‘155 Patent or, at the very least, a reckless disregard of Zond’s patent rights. If Fujitsu continues to manufacture, use, offer to sell, sell, and/or import the Infringing Products following its notice of the ‘155 patent claims, Fujitsu’s infringement will be willful and Zond will be entitled to treble damages and attorneys’ fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

79. Fujitsu will continue to infringe the ‘155 Patent unless and until it is enjoined by this Court.

80. Fujitsu’s acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until Fujitsu is enjoined by this Court.

PRAYER FOR RELIEF

WHEREFORE, Zond prays for a Judgment in favor of Zond and against Fujitsu as follows:

1. That Fujitsu has directly infringed the ‘142, ‘652, ‘716, ‘759, ‘421, ‘779, ‘184,

and ‘155 Patents;

2. That Fujitsu has indirectly infringed the ‘142, ‘652, ‘716, ‘759, ‘421, ‘779, ‘184, and ‘155 Patents;

3. That this case is “exceptional” within the meaning of 35 U.S.C. § 285 against Fujitsu;

4. An order preliminarily and permanently enjoining Fujitsu and its affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees, successors, assigns, and all those acting for them and on their behalf, or acting in concert with them directly or indirectly, from further acts of infringement of the ‘142, ‘652, ‘716, ‘759, ‘421, ‘779, ‘184, and ‘155 Patents;

5. A full accounting for and an award of damages to Zond for Fujitsu’s infringement of the ‘142, ‘652, ‘716, ‘759, ‘421, ‘779, ‘184, and ‘155 Patents; including enhanced damages pursuant to 35 U.S.C. § 284, together with pre- and post-judgment interest;

6. An award of Zond’s reasonable attorneys’ fees, expenses, and costs; and

7. A grant of such other and further equitable or legal relief as this Court deems proper.

DEMAND FOR JURY TRIAL

Zond hereby demands trial by jury on all issues so triable.

Dated: July 9, 2013

Respectfully submitted,

ZOND, INC.

By its counsel,

/s/ David S. Godkin

David S. Godkin (BBO#196530)

Andrew A. Caffrey III (BB0#660481)

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