

1 HENRY C. BUNSOW (SBN 060707)
hbunsow@bdiplaw.com
2 BUNSOW, DE MORY, SMITH, & ALLISON LLP
351 California Street, Suite 200
3 San Francisco, CA 94104
Telephone: (415) 426-4747
4 Facsimile: (415) 426-4744

5 JOHN D. BEYNON (SBN 233581)
jbeynon@bdiplaw.com
6 BUNSOW, DE MORY, SMITH, & ALLISON LLP
600 Allerton Street, Suite 101
7 Redwood City, CA 94063
Telephone: (650) 351-7248
8 Facsimile: (650) 351-7253

9 Attorneys for Plaintiffs

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

LONGITUDE LICENSING LTD., and LONGITUDE FLASH MEMORY SYSTEMS S.A.R.L.,)	Case No. 3:14-cv-4275
)	
Plaintiffs,)	COMPLAINT FOR PATENT INFRINGEMENT
)	
v.)	
)	DEMAND FOR JURY TRIAL
APPLE INC.,)	
)	
Defendant.)	
)	

1 Plaintiffs Longitude Licensing Ltd. and Longitude Flash Memory Systems S.a.r.l.
2 (collectively “Longitude”) by and through their attorneys, allege as follows:
3

4 **PARTIES**

5 1. Plaintiff Longitude Licensing Ltd. is a company duly organized and existing under
6 the laws of the Republic of Ireland, having a principal place of business at First Floor, Europa
7 House, Harcourt Centre, Harcourt Street, Dublin 2, Republic of Ireland. Plaintiff Longitude Flash
8 Memory Systems S.a.r.l. is a company duly organized and existing under the laws of the Grand
9 Duchy of Luxembourg, having a principal place of business at 208, Val des Bons Malades, L-2121
10 Luxembourg, Grand Duchy of Luxembourg.

11 2. Defendant Apple Inc. (“Apple”), purports to be a corporation duly organized and
12 existing under the laws of the State of California, having a principal place of business at 1 Infinite
13 Loop, Cupertino, CA 95014.
14

15 **JURISDICTION**

16 3. This is an action arising under the patent laws of the United States. Accordingly this
17 Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

18 4. This Court has personal jurisdiction over Apple because Apple’s principal place of
19 business is within the Northern District of California, and Apple has committed and continues to
20 commit acts of infringement in violation of 35 U.S.C. § 271, including by placing infringing
21 products into the stream of commerce, with the knowledge or understanding that such products are
22 sold in the State of California, including the Northern District of California.
23

24 **VENUE**

25 5. Venue is proper in the Northern District of California under 28 U.S.C. §§ 1391 and
26 1400(b) because Apple’s principal place of business is in this district and it transacts business within
27 this district, including by offering for sale in this district products that infringe Longitude’s patents.
28 Additionally, Longitude has suffered harm in this district due to Apple’s infringement of its patents.

1 **INTRADISTRICT ASSIGNMENT**

2 6. Pursuant to Local Rule 3-2(c), Intellectual Property Actions are assigned on a district-
3 wide-basis.

4 **BACKGROUND**

5 7. Longitude Licensing Ltd. is a privately owned intellectual property management
6 company that specializes in maximizing the value of patented intellectual property. Founded in July
7 2013, Longitude Licensing Ltd. and its affiliated companies own and manage portfolios totaling
8 more than 6,500 semiconductor and storage solution patents and patent applications.

9 8. Longitude Licensing Ltd. operates by partnering with patent owners to manage and
10 license patent portfolios. Affiliate Longitude Flash Memory Systems S.a.r.l. acquired from SanDisk
11 Corporation (“SanDisk”) a portfolio of patents, including the Patents-in-Suit, relating to flash
12 memory systems. Longitude Licensing Ltd. is the exclusive licensee from its affiliated company of
13 this SanDisk patent portfolio, with all rights to enforce the Patents-in-Suit.

14 9. Through its focus on innovation and developing cutting-edge technological solutions
15 for the storage needs of its customers, SanDisk has established itself as the leading company in the
16 flash memory industry. SanDisk is the worldwide market leader in flash memory products.
17 SanDisk’s diverse product portfolio includes flash memory cards and embedded solutions used in
18 smart phones, tablets, digital cameras, camcorders, digital media players and other consumer
19 electronic devices, as well as USB flash drives and solid-state drives (“SSDs”) for the computing
20 market. SanDisk’s products are used by consumers and enterprise customers around the world.

21 10. Since 1988, SanDisk’s innovations in flash memory and storage system technologies
22 have provided customers with new and transformational digital experiences. Throughout its history,
23 SanDisk has pioneered the use of flash memory technology. In 1991, SanDisk (then called
24 “SunDisk”) began shipping the world’s first flash-based SSD, more than a decade before flash SSDs
25 were widely used. Similarly, in 1999 SanDisk introduced the first high volume memory with Multi-
26 Level Cell (“MLC”) technology which doubled the amount of data stored in each memory cell. In
27 2013, SanDisk celebrated its 25th anniversary and a quarter century of innovation, research and
28 development in flash memory.

1 11. SanDisk’s commitment to innovation continues through its investment in new
2 technology and products. For the fiscal year of 2013, SanDisk’s investment in research and
3 development exceeded \$700 million. Of SanDisk’s 5,459 employees, nearly half—2,487
4 employees—are dedicated to research and development of new technologies and products.

5 12. SanDisk’s success at innovation continues to be recognized by the industry. In 2013,
6 SanDisk was recognized by Thomson Reuters for the third year in a row as a “Top 100 Global
7 Innovator” for its role as a global leader in flash memory storage solutions. In 2012 and 2013,
8 SanDisk was recognized by IEEE Spectrum magazine as a top company with “Patent Power” in the
9 semiconductor manufacturing field.

10 13. SanDisk’s investment in memory technology has also yielded an extensive patent
11 portfolio. At the end of the 2013 fiscal year, SanDisk’s investment in memory technology had
12 generated a portfolio of more than 2,600 U.S. Patents. And SanDisk holds more than 4,900 patents
13 worldwide. SanDisk’s patent portfolio has been licensed by several leading semiconductor
14 companies and other companies in the flash memory business. In early 2014, SanDisk reached a
15 milestone of recognizing over \$4 billion in cumulative licensing and royalty revenue.

16 14. Through its licensing activities SanDisk enables companies to benefit from the
17 hundreds of millions of dollars the company annually spends on research and development.
18 SanDisk’s license agreements provide licensees the right to make, use and sell products that
19 incorporate SanDisk’s patented technology. SanDisk’s licensing agreements also assure that
20 SanDisk receives a fair return on its investment in research and development. SanDisk uses these
21 royalties to fund further research and development in flash memory technology and systems, and
22 thus continue to contribute to the flash memory industry that SanDisk pioneered.

23 15. SanDisk further continues to encourage innovation through its launch of SanDisk
24 Ventures. SanDisk Ventures invests in early- to mid-stage companies that demonstrate innovative
25 flash memory solutions, and strong intellectual property and management teams. SanDisk Ventures
26 has invested over \$75 million in at least five companies working on promising technologies.

THE PATENTS

1
2 16. Longitude Licensing Ltd. is the exclusive licensee and the owner of all rights to
3 enforce U.S. Patent No. 6,763,424 (“the ’424 Patent”), entitled “Partial Block Data Programming
4 and Reading Operations in a Non-Volatile Memory,” and has full rights to sue and recover damages
5 for all past, present, and future infringements of the ’424 Patent. The ’424 Patent was duly and
6 legally issued by the United States Patent and Trademark Office on July 13, 2004. A true and
7 correct copy of the ’424 Patent is attached as Exhibit 1.

8 17. Longitude Licensing Ltd. is the exclusive licensee and the owner of all rights to
9 enforce U.S. Patent No. 7,970,987 (“the ’987 Patent”), entitled “Partial Block Data Programming
10 and Reading Operations in a Non-Volatile Memory,” and has full rights to sue and recover damages
11 for all past, present, and future infringements of the ’987 Patent. The ’987 Patent was duly and
12 legally issued by the United States Patent and Trademark Office on June 28, 2011. A true and
13 correct copy of the ’987 Patent is attached as Exhibit 2.

14 18. Longitude Licensing Ltd. is the exclusive licensee and the owner of all rights to
15 enforce U.S. Patent No. 8,316,177 (“the ’177 Patent”), entitled “Partial Block Data Programming
16 and Reading Operations in a Non-Volatile Memory,” and has full rights to sue and recover damages
17 for all past, present, and future infringements of the ’177 Patent. The ’177 Patent was duly and
18 legally issued by the United States Patent and Trademark Office on November 20, 2012. A true and
19 correct copy of the ’177 Patent is attached as Exhibit 3.

20 19. Longitude Licensing Ltd. is the exclusive licensee and the owner of all rights to
21 enforce U.S. Patent No. 6,968,421 (“the ’421 Patent”), entitled “Partial Block Data Programming
22 and Reading Operations in a Non-Volatile Memory,” and has full rights to sue and recover damages
23 for all past, present, and future infringements of the ’421 Patent. The ’421 Patent was duly and
24 legally issued by the United States Patent and Trademark Office on November 2, 2005. A true and
25 correct copy of the ’421 Patent is attached as Exhibit 4.

26 20. Longitude Licensing Ltd. is the exclusive licensee and the owner of all rights to
27 enforce U.S. Patent No. 7,657,702 (“the ’702 Patent”), entitled “Partial Block Data Programming
28 and Reading Operations in a Non-Volatile Memory,” and has full rights to sue and recover damages

1 for all past, present, and future infringements of the '702 Patent. The '702 Patent was duly and
2 legally issued by the United States Patent and Trademark Office on February 2, 2010. A true and
3 correct copy of the '702 Patent is attached as Exhibit 5.

4 21. Longitude Licensing Ltd. is the exclusive licensee and the owner of all rights to
5 enforce U.S. Patent No. 7,818,490 (“the '490 Patent”), entitled “Partial Block Data Programming
6 and Reading Operations in a Non-Volatile Memory,” and has full rights to sue and recover damages
7 for all past, present, and future infringements of the '490 Patent. The '490 Patent was duly and
8 legally issued by the United States Patent and Trademark Office on October 19, 2010. A true and
9 correct copy of the '490 Patent is attached as Exhibit 6.

10 22. Longitude Licensing Ltd. is the exclusive licensee and the owner of all rights to
11 enforce U.S. Patent No. 7,012,835 (“the '835 Patent”), entitled “Flash Memory Data Correction and
12 Scrub Technique,” and has full rights to sue and recover damages for all past, present, and future
13 infringements of the '835 Patent. The '835 Patent was duly and legally issued by the United States
14 Patent and Trademark Office on March 14, 2006. A true and correct copy of the '835 Patent is
15 attached as Exhibit 7.

16 23. Longitude Licensing Ltd. is the exclusive licensee and the owner of all rights to
17 enforce U.S. Patent No. 7,224,607 (“the '607 Patent”), entitled “Flash Memory Data Correction and
18 Scrub Technique,” and has full rights to sue and recover damages for all past, present, and future
19 infringements of the '607 Patent. The '607 Patent was duly and legally issued by the United States
20 Patent and Trademark Office on May 29, 2007. A true and correct copy of the '607 Patent is
21 attached as Exhibit 8.

22 24. Longitude Licensing Ltd. is the exclusive licensee and the owner of all rights to
23 enforce U.S. Patent No. 8,050,095 (“the '095 Patent”), entitled “Flash Memory Data Correction and
24 Scrub Techniques,” and has full rights to sue and recover damages for all past, present, and future
25 infringements of the '095 Patent. The '095 Patent was duly and legally issued by the United States
26 Patent and Trademark Office on November 1, 2011. A true and correct copy of the '095 Patent is
27 attached as Exhibit 9.

1 25. Longitude Licensing Ltd. is the exclusive licensee and the owner of all rights to
2 enforce U.S. Patent No. 6,510,488 (“the ’488 Patent”), entitled “Method for Fast Wake-up of a Flash
3 Memory System,” and has full rights to sue and recover damages for all past, present, and future
4 infringements of the ’488 Patent. The ’488 Patent was duly and legally issued by the United States
5 Patent and Trademark Office on January 21, 2003. A true and correct copy of the ’488 Patent is
6 attached as Exhibit 10.

7 26. Longitude Licensing Ltd. is the exclusive licensee and the owner of all rights to
8 enforce U.S. Patent No. 7,181,611 (“the ’611 Patent”), entitled “Power Management Block for Use
9 in a Non-Volatile Memory System,” and has full rights to sue and recover damages for all past,
10 present, and future infringements of the ’611 Patent. The ’611 Patent was duly and legally issued by
11 the United States Patent and Trademark Office on February 20, 2007. A true and correct copy of the
12 ’611 Patent is attached as Exhibit 11.

13 27. Longitude Licensing Ltd. is the exclusive licensee and the owner of all rights to
14 enforce U.S. Patent No. 6,831,865 (“the ’865 Patent”), entitled “Maintaining Erase Counts in Non-
15 Volatile Storage System,” and has full rights to sue and recover damages for all past, present, and
16 future infringements of the ’865 Patent. The ’865 Patent was duly and legally issued by the United
17 States Patent and Trademark Office on December 14, 2004. A true and correct copy of the
18 ’865 Patent is attached as Exhibit 12.

19 28. Longitude Licensing Ltd. is the exclusive licensee and the owner of all rights to
20 enforce U.S. Patent No. 7,120,729 (“the ’729 Patent”), entitled “Automated Wear Leveling in Non-
21 Volatile Storage Systems,” and has full rights to sue and recover damages for all past, present, and
22 future infringements of the ’729 Patent. The ’729 Patent was duly and legally issued by the United
23 States Patent and Trademark Office on October 10, 2006. A true and correct copy of the ’729 Patent
24 is attached as Exhibit 13. The ’424 Patent, ’987 Patent, ’177 Patent, ’421 Patent, ’702 Patent, ’490
25 Patent, ’835 Patent, ’607 Patent, ’095 Patent, ’488 Patent, ’611 Patent, ’865 Patent, and ’729 Patent
26 are collectively referred to as the “Patents-in-Suit.”

FIRST COUNT
(Infringement of the '424 Patent)

1
2
3 29. Longitude incorporates by reference and realleges paragraphs 1 through 28 above as
4 though fully restated herein.

5 30. Apple has infringed and continues to infringe one or more of the claims of the
6 '424 Patent in violation of 35 U.S.C. § 271 by making, using, selling, and/or offering to sell within
7 the United States, and/or by importing into the United States, without authority, products using flash
8 memory systems, including but not limited to the Apple iPad, Apple iPad 2, Apple iPad (3rd
9 Generation), Apple iPad (4th Generation), Apple iPad Air, Apple iPad mini, Apple iPad mini with
10 Retina display, Apple iPhone, Apple iPhone 3G, Apple iPhone 3GS, Apple iPhone 4, Apple iPhone
11 4S, Apple iPhone 5, Apple iPhone 5C, Apple iPhone 5S, iPod Touch 2G, iPod Touch 3G, iPod
12 Touch 4G, and iPod Touch 5G (hereafter the "Accused Products"), that are covered by one or more
13 claims of the '424 Patent.

14 31. Apple has induced infringement, and/or contributed to the infringement, and is
15 inducing infringement and/or contributing to the infringement of one or more of the claims of the
16 '424 Patent in violation of 35 U.S.C. § 271 by making, using, selling, and/or offering to sell within
17 the United States, and/or by importing into the United States, without authority, products using flash
18 memory systems, including but not limited to the Accused Products, that are covered by one or more
19 claims of the '424 Patent, including selling the products and services to customers. Apple's
20 customers who purchase products thereof and operate such products in accordance with Apple's
21 instructions directly infringe one or more claims of the '424 Patent.

22 32. Upon information and belief, Apple will continue to directly infringe, induce
23 infringement and/or contribute to the infringement of the '424 Patent.

24 33. Apple's acts of infringement have caused damage to Longitude and Longitude is
25 entitled to recover from Apple the damages sustained by Longitude as a result of Apple's wrongful
26 acts in an amount subject to proof at trial.

1 claims of the '702 Patent, including selling the products and services to customers. Apple's
2 customers who purchase products thereof and operate such products in accordance with Apple's
3 instructions directly infringe one or more claims of the '702 Patent.

4 52. Upon information and belief, Apple will continue to directly infringe, induce
5 infringement and/or contribute to the infringement of the '702 Patent.

6 53. Apple's acts of infringement have caused damage to Longitude and Longitude is
7 entitled to recover from Apple the damages sustained by Longitude as a result of Apple's wrongful
8 acts in an amount subject to proof at trial.

9
10 **SIXTH COUNT**
11 **(Infringement of the '490 Patent)**

12 54. Longitude incorporates by reference and realleges paragraphs 1 through 53 above as
13 though fully restated herein.

14 55. Apple has infringed and continues to infringe one or more of the claims of the
15 '490 Patent in violation of 35 U.S.C. § 271 by making, using, selling, and/or offering to sell within
16 the United States, and/or by importing into the United States, without authority, products using flash
17 memory systems, including but not limited to the Accused Products, that are covered by one or more
18 claims of the '490 Patent.

19 56. Apple has induced infringement, and/or contributed to the infringement, and is
20 inducing infringement and/or contributing to the infringement of one or more of the claims of the
21 '490 Patent in violation of 35 U.S.C. § 271 by making, using, selling, and/or offering to sell within
22 the United States, and/or by importing into the United States, without authority, products using flash
23 memory systems, including but not limited to the Accused Products, that are covered by one or more
24 claims of the '490 Patent, including selling the products and services to customers. Apple's
25 customers who purchase products thereof and operate such products in accordance with Apple's
26 instructions directly infringe one or more claims of the '490 Patent.

27 57. Upon information and belief, Apple will continue to directly infringe, induce
28 infringement and/or contribute to the infringement of the '490 Patent.

1 **EIGHTH COUNT**
2 **(Infringement of the '607 Patent)**

3 64. Longitude incorporates by reference and realleges paragraphs 1 through 63 above as
4 though fully restated herein.

5 65. Apple has infringed and continues to infringe one or more of the claims of the
6 '607 Patent in violation of 35 U.S.C. § 271 by making, using, selling, and/or offering to sell within
7 the United States, and/or by importing into the United States, without authority, products using flash
8 memory systems, including but not limited to the Accused Products, that are covered by one or more
9 claims of the '607 Patent.

10 66. Apple has induced infringement, and/or contributed to the infringement, and is
11 inducing infringement and/or contributing to the infringement of one or more of the claims of the
12 '607 Patent in violation of 35 U.S.C. § 271 by making, using, selling, and/or offering to sell within
13 the United States, and/or by importing into the United States, without authority, products using flash
14 memory systems, including but not limited to the Accused Products, that are covered by one or more
15 claims of the '607 Patent, including selling the products and services to customers. Apple's
16 customers who purchase products thereof and operate such products in accordance with Apple's
17 instructions directly infringe one or more claims of the '607 Patent.

18 67. Upon information and belief, Apple will continue to directly infringe, induce
19 infringement and/or contribute to the infringement of the '607 Patent.

20 68. Apple's acts of infringement have caused damage to Longitude and Longitude is
21 entitled to recover from Apple the damages sustained by Longitude as a result of Apple's wrongful
22 acts in an amount subject to proof at trial.

23
24 **NINTH COUNT**
25 **(Infringement of the '095 Patent)**

26 69. Longitude incorporates by reference and realleges paragraphs 1 through 68 above as
27 though fully restated herein.

1 claims of the '611 Patent, including selling the products and services to customers. Apple's
2 customers who purchase products thereof and operate such products in accordance with Apple's
3 instructions directly infringe one or more claims of the '611 Patent.

4 82. Upon information and belief, Apple will continue to directly infringe, induce
5 infringement and/or contribute to the infringement of the '611 Patent.

6 83. Apple's acts of infringement have caused damage to Longitude and Longitude is
7 entitled to recover from Apple the damages sustained by Longitude as a result of Apple's wrongful
8 acts in an amount subject to proof at trial.

9
10 **TWELFTH COUNT**
11 **(Infringement of the '865 Patent)**

12 84. Longitude incorporates by reference and realleges paragraphs 1 through 83 above as
13 though fully restated herein.

14 85. Apple has infringed and continues to infringe one or more of the claims of the
15 '865 Patent in violation of 35 U.S.C. § 271 by making, using, selling, and/or offering to sell within
16 the United States, and/or by importing into the United States, without authority, products using flash
17 memory systems, including but not limited to the Accused Products, that are covered by one or more
18 claims of the '865 Patent.

19 86. Apple has induced infringement, and/or contributed to the infringement, and is
20 inducing infringement and/or contributing to the infringement of one or more of the claims of the
21 '865 Patent in violation of 35 U.S.C. § 271 by making, using, selling, and/or offering to sell within
22 the United States, and/or by importing into the United States, without authority, products using flash
23 memory systems, including but not limited to the Accused Products, that are covered by one or more
24 claims of the '865 Patent, including selling the products and services to customers. Apple's
25 customers who purchase products thereof and operate such products in accordance with Apple's
26 instructions directly infringe one or more claims of the '865 Patent.

27 87. Upon information and belief, Apple will continue to directly infringe, induce
28 infringement and/or contribute to the infringement of the '865 Patent.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

WHEREFORE, Longitude prays for judgment against Apple as follows:

- (a) For judgment that the Patents-in-Suit have been and/or continue to be infringed by Apple;
- (b) For an award of all damages sustained by Longitude as the result of Apple’s acts of infringement;
- (c) For a mandatory future royalty payable on each and every product sold by Apple in the future that is found to infringe one or more of the Patents-in-Suit and on all future products which are not colorably different from products found to infringe;
- (d) Permanently enjoin Apply from further infringement of the Patents-in-Suit;
- (e) For all costs of suit; and
- (f) For such other and further relief as the Court may deem just and proper.

DEMAND FOR A JURY TRIAL

Longitude demands a jury trial for all issues so triable.

Dated: September 22, 2014

BUNSOW, DE MORY, SMITH & ALLISON LLP

By: /s/ Henry C. Bunsow
Henry C. Bunsow

HENRY C. BUNSOW (SBN 060707)
hbunsow@bdiplaw.com
BUNSOW, DE MORY, SMITH, & ALLISON LLP
351 California Street, Suite 200
San Francisco, CA 94104
Telephone: (415) 426-4747
Facsimile: (415) 426-4744

JOHN D. BEYNON (SBN 233581)
jbeynon@bdiplaw.com
BUNSOW, DE MORY, SMITH, & ALLISON LLP
600 Allerton Street, Suite 101
Redwood City, CA 94063
Telephone: (650) 351-7248
Facsimile: (650) 351-7253

Attorneys for Plaintiffs