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9 LIMESTONE MEMORY SYSTEMS LLC

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 LIMESTONE MEMORY SYSTEMS LLC, a
13 California Limited Liability Company,

14 **Plaintiff,**

15 v.

16 ACER AMERICA CORPORATION, a
17 California Corporation,

18 **Defendant.**

Case No.:

COMPLAINT FOR PATENT INFRINGEMENT
DEMAND FOR JURY TRIAL

1 Plaintiff, Limestone Memory Systems LLC (“LMS”), complains against Defendant
2 Acer America Corporation for patent infringement pursuant to this Court’s subject matter
3 jurisdiction under 28 U.S.C. §§1331 and 1338(a), as follows:

4 **THE PARTIES**

5 1. Plaintiff LMS is a corporation organized and existing under the laws of the
6 State of California with its principle place of business at 520 Newport Center Drive, 12th
7 Floor, Newport Beach, California. LMS is in the business of licensing patented
8 technology. LMS is the assignee of U.S. Patent Nos. 5,805,504 (“the ‘504 patent”),
9 5,894,441 (“the ‘441 patent”), 5,943,260 (“the ‘260 patent”), 6,233,181 (“the ‘181
10 patent”), and 6,697,296 (“the ‘296 patent”).

11 2. Acer America Corporation (“Acer”) is a corporation incorporated under the
12 laws of California with its principal place of business at 333 West San Carlos Street, Suite
13 1500, San Jose CA. Acer is registered to do business in California and has a designated
14 registered agent in California for purposes of service of process. Acer conducts business
15 in and is doing business in California and in this District and elsewhere in the United
16 States, including, without limitation, using, promoting, offering to sell, importing and/or
17 selling devices that incorporate memory devices that embody the patented technology,
18 and enabling end-user purchasers to use such devices in this District. Acer is subject to
19 the subpoena power of this Court within the State of California.

20 **JURISDICTION AND VENUE**

21 3. This is an action for patent infringement arising under the Patent Laws of the
22 United States, 35 U.S.C. § 1 *et seq.* This Court has subject matter jurisdiction over this
23 action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

24 4. On information and belief, Defendant Acer is subject to this Court’s specific
25 and general personal jurisdiction pursuant to due process and/or the California Long Arm
26 Statute (CCP §410.10), due at least to their substantial business conducted in this forum,
27 including (i) having solicited business in the State of California, transacted business
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1 within the State of California and attempted to derive financial benefit from residents of
2 the State of California, including benefits directly related to the instant patent
3 infringement causes of action set forth herein; (ii) having placed its products and services
4 into the stream of commerce throughout the United States and having been actively
5 engaged in transacting business in California and in this District; and (iii) either alone or
6 in conjunction with others, having committed acts of infringement within California and
7 in this District.

8 5. On information and belief, Defendant Acer maintains systematic, continuous
9 and ongoing business operations within the State of California and this District, through
10 which it uses, promotes, offers to sell, and sells devices that incorporate memory devices
11 that embody the patented technology. Acer’s facilities include offices in San Jose,
12 California. Further, on information and belief, Acer provides product technical support
13 and sells devices to retailers and/or end users in this District.

14 6. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b), 1391(c) and
15 1400(b) because Defendant Acer is subject to personal jurisdiction in this District, resides
16 in, has regularly conducted business in this District and/or has committed acts of patent
17 infringement in this District.

18 **FIRST CAUSE OF ACTION – INFRINGEMENT OF ‘504 PATENT**

19 7. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
20 1 to 6, as if fully set forth herein.

21 8. On September 8, 1998, U.S. Patent No. 5,805,504 (“the ‘504 patent”),
22 entitled “Synchronous Semiconductor Memory Having A Burst Transfer Mode With A
23 Plurality Of Subarrays Accessible In Parallel Via An Input Buffer,” a copy of which is
24 attached hereto as Exhibit A, was duly and legally issued to the inventor, Mamoru Fujita.
25 The ‘504 patent issued from U.S. patent application Serial Number 08/758,367, filed
26 November 29, 1996 and discloses novel memory devices with burst mode transfer
27 functions designed to receive and send large amounts of data quickly. The inventor
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1 assigned all right, title, and interest in the ‘504 patent to NEC Corporation (hereinafter
2 “NEC”). NEC’s right, title, and interest in the ‘504 patent was subsequently assigned to
3 NEC Electronics Corporation, which further assigned such right, title, and interest to
4 Renesas Electronics Corp (hereinafter “Renesas”). Renesas assigned all right, title, and
5 interest in the ‘504 patent to Acacia Research Group LLC (“ARG”). The assignment to
6 ARG was made subject only to certain prior non-exclusive license agreements and a
7 limited non-exclusive and non-transferable limited license to Renesas. Neither the prior
8 licensees nor Renesas possesses any right to sue for or collect past, present and future
9 damages or to seek and obtain injunctive or any other relief for infringement of the ‘504
10 patent.

11 9. Prior to the commencement of this action, ARG assigned all right, title, and
12 interest in the ‘504 patent to LMS, its wholly owned designated affiliate, including all of
13 ARG’s rights, obligations, interests and liabilities under the assignment agreement with
14 Renesas. LMS assumed all such rights, obligations, interests and liabilities of ARG under
15 such assignment agreement. LMS thus possesses the right to sue for or collect past,
16 present and future damages or to seek and obtain injunctive or any other relief for
17 infringement of the ‘504 patent.

18 10. Defendant Acer, directly and/or through its subsidiaries, affiliates, agents,
19 and/or business partners, has in the past and continues to directly infringe the ‘504 patent
20 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
21 and/or importing devices incorporating memory devices that embody the invention
22 claimed in the ‘504 patent, within the United States and within this District. Acer has
23 been and is engaged in one or more of these direct infringing activities related to its
24 manufacture, distribution, support, and sales of devices such as laptop computers that
25 incorporate DRAM chips manufactured by Micron Technology, Inc. (hereinafter
26 “Micron”), including at least DDR2, DDR3 and DDR4 chips (hereinafter “the ‘504
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1 DRAM Chips”) and any other Micron chip having substantially similar data transfer
2 architecture.

3 11. A non-exhaustive list of part numbers associated with the ‘504 DRAM Chips
4 appears in a part catalog provided on Micron’s website (<http://www.micron.com/>), which
5 list is attached hereto as Exhibit B.

6 12. Defendant Acer’s infringing devices include example and without limitation
7 its Aspire S3-951-6828 with Micron C400 256GB mSATA SSD which is a computing
8 device that incorporates one or more of the ‘504 DRAM Chips.

9 13. The service of this Complaint will provide Dell with actual notice of the ‘504
10 patent and of Plaintiff’s infringement allegations herein.

11 14. Acer’s direct infringement of the ‘504 patent has injured LMS. LMS is
12 entitled to recover damages adequate to compensate for such infringement pursuant to 35
13 U.S.C. § 284.

14 15. Unless it ceases its infringing activities, Acer will continue to injure LMS by
15 directly infringing the ‘504 patent.

16 16. On information and belief, Acer will continue its infringement
17 notwithstanding its actual knowledge of the ‘504 patent and while lacking an objectively
18 reasonable good faith basis to believe that its activities do not infringe any valid claim of
19 the ‘504 patent. As such, Acer’s future acts of infringement will constitute continuing
20 willful infringement of the ‘504 patent.

21 **SECOND CAUSE OF ACTION – INFRINGEMENT OF ‘441 PATENT**

22 17. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
23 1 to 16, as if fully set forth herein.

24 18. On April 13, 1999, U.S. Patent No. 5,894,441 (“the ‘441 patent”), entitled
25 “Semiconductor Memory Device With Redundancy Circuit,” a copy of which is attached
26 hereto as Exhibit C, was duly and legally issued to the inventor, Shigeyuki Nakazawa.
27 The ‘441 patent issued from U.S. patent application Serial Number 09/050,354 filed
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1 March 31, 1998 and discloses novel memory devices with structures designed to identify
2 a defective region on the memory device such that a redundant region may be used in lieu
3 of the defective region. The inventor assigned all right, title, and interest in the ‘441
4 patent to NEC Corporation (hereinafter “NEC”). NEC’s right, title, and interest in the
5 ‘441 patent was subsequently assigned to NEC Electronics Corporation, which further
6 assigned such right, title, and interest to Renesas Electronics Corp. (hereinafter
7 “Renesas”). Renesas assigned all right, title, and interest in the ‘441 patent to Acacia
8 Research Group LLC (“ARG”). The assignment to ARG was made subject only to
9 certain prior non-exclusive license agreements and a limited non-exclusive and non-
10 transferable limited license to Renesas. Neither the prior licensees nor Renesas possesses
11 any right to sue for or collect past, present and future damages or to seek and obtain
12 injunctive or any other relief for infringement of the ‘441 patent.

13 19. Prior to the commencement of this action, ARG assigned all right, title, and
14 interest in the ‘441 patent to LMS, its wholly owned designated affiliate, including all of
15 ARG’s rights, obligations, interests and liabilities under the assignment agreement with
16 Renesas. LMS assumed all such rights, obligations, interests and liabilities of ARG under
17 such assignment agreement. LMS thus possesses the right to sue for or collect past,
18 present and future damages or to seek and obtain injunctive or any other relief for
19 infringement of the ‘441 patent.

20 20. Defendant Acer, directly and/or through its subsidiaries, affiliates, agents,
21 and/or business partners, has in the past and continues to directly infringe the ‘441 patent
22 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
23 and/or importing devices incorporating memory devices that embody the invention
24 claimed in the ‘441 patent, within the United States and within this District. Acer has
25 been and is engaged in one or more of these direct infringing activities related to its
26 manufacture, distribution, support, and sales of devices such as laptop computers that
27 incorporate DRAM chips manufactured by Micron including at least DDR2, DDR3,
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1 DDR4, LPDDR, LPDDR2, LPDDR3, LPDDR4 GDDR5, and RLDRAM chips
2 (hereinafter “the ‘441 DRAM Chips”) and any other Micron chip having substantially
3 similar structures for managing defective regions of the chip.

4 21. A non-exhaustive list of part numbers associated with the ‘441 DRAM Chips
5 appears in a part catalog provided on Micron’s website (<http://www.micron.com/>), which
6 list is attached hereto as Exhibit D.

7 22. Defendant Acer’s infringing devices include example and without limitation
8 its Aspire S3-951-6828 with Micron C400 256GB mSATA SSD which is a computing
9 device that incorporates one or more of the ‘441 DRAM Chips.

10 23. The service of this Complaint will provide Acer with actual notice of the
11 ‘441 patent and of Plaintiff’s infringement allegations herein.

12 24. Acer’s direct infringement of the ‘441 patent has injured LMS. LMS is
13 entitled to recover damages adequate to compensate for such infringement pursuant to 35
14 U.S.C. § 284.

15 25. Unless it ceases its infringing activities, Acer will continue to injure LMS by
16 directly infringing the ‘441 patent.

17 26. Upon information and belief, Acer will continue its infringement
18 notwithstanding its actual knowledge of the ‘441 patent and while lacking an objectively
19 reasonable good faith basis to believe that its activities do not infringe any valid claim of
20 the ‘441 patent. As such, Acer’s future acts of infringement will constitute continuing
21 willful infringement of the ‘441 patent.

22 **THIRD CAUSE OF ACTION – INFRINGEMENT OF ‘260 PATENT**

23 27. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
24 1 to 26, as if fully set forth herein.

25 28. On August 24, 1999, U.S. Patent No. 5,943,260 (“the ‘260 patent”), entitled
26 “Method For High-Speed Programming Of A Nonvolatile Semiconductor Memory
27 Device,” a copy of which is attached hereto as Exhibit E, was duly and legally issued to
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1 the inventor, Tsuyoshi Hirakawa. The ‘260 patent issued from U.S. patent application
2 Serial Number 09/027,215 filed February 20, 1998 and discloses novel methods for
3 programming multi-valued memory cells in parallel within an array of such memory cells,
4 by selectively increasing the voltage applied to groups of the cells. The inventor assigned
5 all right, title, and interest in the ‘260 patent to NEC Corporation (hereinafter “NEC”).
6 NEC’s right, title, and interest in the ‘260 patent was subsequently assigned to NEC
7 Electronics Corporation, which further assigned such right, title, and interest to Renesas
8 Electronics Corp. (hereinafter “Renesas”). Renesas assigned all right, title, and interest in
9 the ‘260 patent to Acacia Research Group LLC (“ARG”). The assignment to ARG was
10 made subject only to certain prior non-exclusive license agreements and a limited non-
11 exclusive and non-transferable limited license to Renesas. Neither the prior licensees nor
12 Renesas possesses any right to sue for or collect past, present and future damages or to
13 seek and obtain injunctive or any other relief for infringement of the ‘260 patent.

14 29. Prior to the commencement of this action, ARG assigned all right, title, and
15 interest in the ‘260 patent to LMS, its wholly owned designated affiliate, including all of
16 ARG’s rights, obligations, interests and liabilities under the assignment agreement with
17 Renesas. LMS assumed all such rights, obligations, interests and liabilities of ARG under
18 such assignment agreement. LMS thus possesses the right to sue for or collect past,
19 present and future damages or to seek and obtain injunctive or any other relief for
20 infringement of the ‘260 patent.

21 30. Defendant Acer, directly and/or through its subsidiaries, affiliates, agents,
22 and/or business partners, has in the past and continues to directly infringe the ‘260 patent
23 pursuant to 35 U.S.C. § 271(a) by practicing the method claimed in the ‘260 patent in
24 connection with memory devices incorporated within computing devices made, used,
25 sold, offered for sale and/or imported within the United States and within this District;
26 and/or pursuant to 35 U.S.C. § 271(g) at least by importing into the United States or
27 offering to sell, selling, or using within the United States computing devices incorporating
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1 memory devices which were made by method claimed in the '260 patent during the term
2 of the '260 patent.

3 31. Acer has been and is engaged in one or more of these direct infringing
4 activities related to its manufacture, distribution, support, and sales of devices such as
5 laptop computers that incorporate that incorporate multi-level cell ("MLC") and triple-
6 level cell ("TLC") flash memory chips manufactured by Micron (hereinafter the "Micron
7 Flash Chips") and any other Micron chip using substantially similar techniques for
8 programming arrays of multi-valued memory cells.

9 32. A non-exhaustive list of part numbers associated with the Micron Flash
10 Chips appears in a part catalog provided on Micron's website (<http://www.micron.com/>),
11 which list is attached hereto as Exhibit F.

12 33. Defendant Acer's infringing devices include example and without limitation
13 its Aspire S3-951-6828 with Micron C400 256GB mSATA SSD which is a computing
14 device that incorporates one or more of the Micron Flash Chips.

15 34. The service of this Complaint will provide Acer with actual notice of the
16 '260 patent and of Plaintiff's infringement allegations herein.

17 35. Acer's direct infringement of the '260 patent has injured LMS. LMS is
18 entitled to recover damages adequate to compensate for such infringement pursuant to 35
19 U.S.C. § 284.

20 36. Unless it ceases its infringing activities, Defendant Acer will continue to
21 injure LMS by directly infringing the '260 patent.

22 37. Upon information and belief, Defendant Acer will continue its infringement
23 notwithstanding its actual knowledge of the '260 patent and while lacking an objectively
24 reasonable good faith basis to believe that its activities do not infringe any valid claim of
25 the '260 patent. As such, Acer's future acts of infringement will constitute continuing
26 willful infringement of the '260 patent.

1 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
2 and/or importing devices incorporating memory devices that embody the invention
3 claimed in the ‘181 patent, within the United States and within this District. Acer has
4 been and is engaged in one or more of these direct infringing activities related to its
5 manufacture, distribution, support, and sales of devices such as laptop computers that
6 incorporate DRAM chips manufactured by Micron, including at least its DDR2, DDR3,
7 DDR4, LPSDR, LPDDR, LPDDR2, LPDDR3, LPDDR4 GDDR5, and RLDRAM chips
8 (hereinafter “the ‘181 DRAM Chips”) and any other Micron chip having substantially
9 similar structures providing redundant memory cells.

10 42. A non-exhaustive list of part numbers associated with the ‘181 DRAM Chips
11 appears in a part catalog provided on Micron’s website (<http://www.micron.com/>), which
12 list is attached hereto as Exhibit H.

13 43. Defendant Acer’s infringing devices include example and without limitation
14 its Aspire S3-951-6828 with Micron C400 256GB mSATA SSD which is a computing
15 device that incorporates one or more of the ‘181 DRAM Chips.

16 44. The service of this Complaint will provide Acer with actual notice of the
17 ‘181 patent and of Plaintiff’s infringement allegations herein.

18 45. Acer’s direct infringement of the ‘181 patent has injured LMS. LMS is
19 entitled to recover damages adequate to compensate for such infringement pursuant to 35
20 U.S.C. § 284.

21 46. Unless it ceases its infringing activities, Defendant Acer will continue to
22 injure LMS by directly infringing the ‘181 patent.

23 47. Upon information and belief, Defendant Acer will continue its infringement
24 notwithstanding its actual knowledge of the ‘181 patent and while lacking an objectively
25 reasonable good faith basis to believe that its activities do not infringe any valid claim of
26 the ‘181 patent. As such, Acer’s future acts of infringement will constitute continuing
27 willful infringement of the ‘181 patent.

1 **FIFTH CAUSE OF ACTION – INFRINGEMENT OF ‘296 PATENT**

2 48. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs
3 1 to 47, as if fully set forth herein.

4 49. On May 15, 2004, U.S. Patent No. 6,697,296 (“the ‘296 patent”), entitled
5 “Clock Synchronous Semiconductor Memory Device” a copy of which is attached hereto
6 as Exhibit I, was duly and legally issued to the inventors, Junko Matsumoto, et al. The
7 ‘296 patent issued from U.S. patent application Serial Number 10/140,937 filed May 9,
8 2002 and discloses novel memory devices with input/output buffers that can be disabled
9 to reduce the power consumption of the memory device when it is in a low-power state.
10 The inventors assigned all right, title, and interest in the ‘296 patent to Mitsubishi Denki
11 Kabushiki Kaisha (hereinafter “Mitsubishi”). Mitsubishi’s right, title, and interest in the
12 ‘296 patent was subsequently assigned to Renesas Technology Group, which further
13 assigned such right, title, and interest to Renesas Electronics Corp. (hereinafter
14 “Renesas”). Renesas assigned all right, title, and interest in the ‘296 patent to Acacia
15 Research Group LLC (“ARG”). The assignment to ARG was made subject only to
16 certain prior non-exclusive license agreements and a limited non-exclusive and non-
17 transferable limited license to Renesas. Neither the prior licensees nor Renesas possesses
18 any right to sue for or collect past, present and future damages or to seek and obtain
19 injunctive or any other relief for infringement of the ‘296 patent.

20 50. Prior to the commencement of this action, ARG assigned all right, title, and
21 interest in the ‘296 patent to LMS, its wholly owned designated affiliate, including all of
22 ARG’s rights, obligations, interests and liabilities under the assignment agreement with
23 Renesas. LMS assumed all such rights, obligations, interests and liabilities of ARG under
24 such assignment agreement. LMS thus possesses the right to sue for or collect past,
25 present and future damages or to seek and obtain injunctive or any other relief for
26 infringement of the ‘296 patent.

1 51. Defendant Acer, directly and/or through its subsidiaries, affiliates, agents,
2 and/or business partners, has in the past and continues to directly infringe the ‘296 patent
3 pursuant to 35 U.S.C. § 271(a) by making, having made, using, selling, offering to sell
4 and/or importing devices incorporating memory devices that embody the invention
5 claimed in the ‘296 patent, within the United States and within this District. Acer has
6 been and is engaged in one or more of these direct infringing activities related to its
7 manufacture, distribution, support, and sales of devices such as laptop computers that
8 incorporate DRAM chips manufactured by Micron, including at least its DDR3, DDR4,
9 LPDDR3, and LRPDDR4 chips (hereinafter “the ‘296 DRAM Chips”) and any other
10 Micron chip having substantially similar capability to disable input/output buffers in a low
11 power state.

12 52. A non-exhaustive list of part numbers associated with the ‘296 DRAM Chips
13 appears in a part catalog provided on Micron’s website (<http://www.micron.com/>), which
14 list is attached hereto as Exhibit J.

15 53. Defendant Acer’s infringing devices include example and without limitation
16 its Aspire S3-951-6828 with Micron C400 256GB mSATA SSD which is a computing
17 device that incorporates one or more of the ‘296 DRAM Chips.

18 54. The service of this Complaint will provide Acer with actual notice of the
19 ‘296 patent and of Plaintiff’s infringement allegations herein.

20 55. Acer’s direct infringement of the ‘296 patent has injured LMS. LMS is
21 entitled to recover damages adequate to compensate for such infringement pursuant to 35
22 U.S.C. § 284.

23 56. Unless it ceases its infringing activities, Defendant Acer will continue to
24 injure LMS by directly infringing the ‘296 patent.

25 57. Upon information and belief, Defendant Acer will continue its infringement
26 notwithstanding its actual knowledge of the ‘296 patent and while lacking an objectively
27 reasonable good faith basis to believe that its activities do not infringe any valid claim of
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1 the '296 patent. As such, Acer's future acts of infringement will constitute continuing
2 willful infringement of the '296 patent.

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4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs prays for:

6 1. Judgment that the '504, '441, '260, '181, and '296 patents are each valid and
7 enforceable;

8 2. Judgment that the '504, '441, '260, '181, and '296 patents are infringed by
9 Defendant Acer;

10 3. Judgment that Defendant Acer's future acts of patent infringement relating to
11 the '504, '441, '260, '181, and '296 patents are willful;

12 4. An award of damages arising out of Defendant Acer's acts of patent
13 infringement, together with pre-judgment and post-judgment interest;

14 5. Judgment that the damages so adjudged be trebled in accordance with 35
15 U.S.C. § 284;

16 6. An award of Plaintiff LMS's attorneys' fees, costs and expenses incurred in
17 this action in accordance with 35 U.S.C. § 285; and

18 7. Such other and further relief as the Court may deem just and proper.
19

20 **RESERVATION OF RIGHTS**

21 LMS's investigation is ongoing, and certain material information remains in the
22 sole possession of Defendant Acer or third parties, which will be obtained via discovery
23 herein. LMS expressly reserves the right to amend or supplement the causes of action set
24 forth herein in accordance with Rule 15 of the Federal Rules of Civil Procedure.
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Respectfully submitted,

Date: April 23, 2015

/s/ Jon A. Birmingham

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ATTORNEY FOR PLAINTIFF

1 **JURY DEMAND**

2 LMS demands trial by jury of all issues triable of right by a jury.

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4 Respectfully submitted,

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6 Date: April 23, 2015

/s/ Jon A. Birmingham

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28 **ATTORNEY FOR PLAINTIFF**