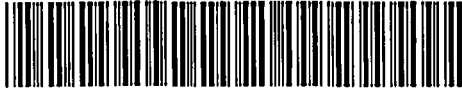


# Exhibit B



San Francisco Superior Courts  
Information Technology Group

## Document Scanning Lead Sheet

Feb-24-2006 3:45 pm

Case Number: CGC-04-431105

Filing Date: Feb-24-2006 3:43

Juke Box: 001 Image: 01391819

CROSS COMPLAINT

RAMBUS INC., VS. MICRON TECHNOLOGY, INC., A DELAWARE CORPORATION et al

001C01391819

**Instructions:**

Please place this sheet on top of the document to be scanned.

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**FILED**  
 San Francisco County Superior Court

FEB 24 2006

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 BY: May Ann Moran  
 Deputy Clerk

6 Attorneys for Defendant and Cross-Complainant  
 7 SAMSUNG ELECTRONICS CO., LTD.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 9 FOR THE COUNTY OF SAN FRANCISCO

10 RAMBUS INC.,  
 Plaintiff,  
 11 v.  
 12 MICRON TECHNOLOGY, INC., et al.,  
 Defendants.  
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 14  
 15 SAMSUNG ELECTRONICS CO., LTD.  
 Defendant and Cross-Complainant,  
 16 v.  
 17 RAMBUS, INC  
 Plaintiff and Cross-Defendant  
 18  
 19  
 20 AND RELATED CROSS-CLAIMS  
 21

Case No. 04-431105

[Complaint Filed: May 5, 2004]

**CROSS-COMPLAINT OF SAMSUNG ELECTRONICS CO., LTD. AGAINST CROSS-DEFENDANT RAMBUS, INC.**

**[JURY TRIAL DEMANDED]**

Trial Date: NONE SET

1  
2  
3 CROSS-COMPLAINT

4 Defendant and Cross-Complainant Samsung Electronics Co, LTD. ("SEC")  
5 brings the following cross-claims against Plaintiff and Cross-Defendant Rambus Inc.  
6 ("Rambus") and Does 1-20, inclusive.

7 1. SEC is a Korean corporation based in Seoul, Korea, with its principal  
8 place of business at 250 Taepyungro-2ga Jung-Gu, Seoul, 100-742, Republic of Korea.  
9 SEC is the ultimate parent of defendants and cross-complainants Samsung Semiconductor,  
10 Inc. ("SSI") and Samsung Electronics America, Inc. ("SEA"). SEC, SSI, and SEA are  
11 collectively referred to herein as "Samsung."

12 2. Rambus is a corporation incorporated and existing under the laws of  
13 Delaware, with its principal place of business at 4440 El Camino Real, Los Altos,  
14 California, 94022.

15 3. Cross-defendants Does 1-20, inclusive, are hereby sued herein under  
16 such fictitious names. Their true names and capacities of Does 1-20 are unknown to SEC.  
17 When their true names and capacities are ascertained, SEC will amend this Cross-  
18 Complaint by inserting their true names and capacities. SEC is informed and believes, and  
19 thereon alleges, that each of the fictitiously-named cross-defendants Does 1-20 acted in  
20 concert with Rambus and each other, and each is somehow responsible for the illegal and  
21 wrongful acts, and injury suffered by SEC, as alleged herein.

22 JURISDICTION AND VENUE

23 4. This Court has jurisdiction over this Cross-Complaint under  
24 California Code of Civil Procedure Section 428.10.

25 5. Venue is proper in this county under California Code of Civil  
26 Procedure Section 428.10 and Section 395.

1                    **RAMBUS' UNFAIR, ANTICOMPETITIVE AND ILLEGAL CONDUCT**

2                    6.        Rambus has used a series of unfair, anticompetitive and illegal tactics  
3 to systematically eliminate, or prevent the development of DRAM products which compete  
4 with Rambus' own "Direct Rambus DRAM" or "RDRAM" technology. These wrongful  
5 activities included systematic misuse of standard-setting organizations through repeated  
6 efforts to gain industry-wide acceptance for standards which would incorporate alleged  
7 Rambus proprietary and patented technologies without disclosing that fact to the other  
8 participants in those standard-setting organizations, and in violation of the rules of those  
9 organizations. Rambus has pursued an anticompetitive business strategy employing  
10 litigation, threats and illegal tactics against Samsung and others, including a carefully  
11 orchestrated document destruction program to make sure that none of its damaging internal  
12 documents would ever be produced or discovered.

13                  7.        Beginning no later than 1998, and continuing to the present, Rambus'  
14 unfair, anticompetitive and illegal scheme directly targeted DRAM manufacturers such as  
15 Samsung that manufactured and sold DRAM products that competed with Rambus'  
16 RDRAM technology. Rambus' illegal plan included pursuing a raft of illegitimate claims  
17 and allegations against DRAM manufacturers that developed competing technologies,  
18 including Samsung, Micron, Hynix and Siemens, threats in negotiations, and unfounded  
19 lawsuits which included alleged claims for unfair competition, antitrust violations and  
20 alleged patent infringement.

21                  8.        From the time of its founding, Rambus never had any intention of  
22 manufacturing any products. Its business plan included improperly obtaining patents and  
23 either compelling others to take licenses, or suing. Since at least 1998, spurious litigation  
24 has been an important component of Rambus' business strategy against its rivals. Rambus  
25 purports to be the owner by assignment of various U.S. Patents purportedly related to the  
26 manufacture of DRAM and DRAM interfaces.

27                  9.        During the 1990s, Rambus actively participated in industry meetings  
28 on standards for DRAM products, including SDRAM and DDR DRAM products in the

1 Joint Electron Device Engineering Council ("JEDEC"). Rambus improperly used  
2 information it obtained as a result of its membership in JEDEC to secure additional patents  
3 and claims. Rambus' use of this information was in violation of policies applicable to all  
4 JEDEC members and constituted fraud on JEDEC and its members. Further, Rambus'  
5 failure to disclose to other members of JEDEC that it had taken information from JEDEC  
6 to craft its patent claims, only to seek to enforce its claims against JEDEC compliant  
7 products many years after JEDEC members had invested heavily in the technology without  
8 notice of Rambus' conduct, is inequitable and estops Rambus from enforcing its claims  
9 herein.

10           10. Rambus' unfair, anticompetitive and illegal plan included the secret  
11 hiring of a Samsung in-house counsel, tortious interference with that lawyer's contract with  
12 Samsung and inducing that lawyer to breach his fiduciary duties to Samsung, as a way to  
13 gain surreptitious advantage in its efforts to harm Samsung's business. Neil Steinberg,  
14 Esq. was employed as an in-house attorney at SEA (an affiliate of SSI and a wholly-owned  
15 subsidiary of SEC) into August 1998. By February 1998, Rambus had secretly engaged  
16 Mr. Steinberg to actively work for it as an attorney, providing legal advice and strategies  
17 for the enforcement of legal claims, including patent claims against DRAM manufacturers,  
18 notwithstanding the fact that Rambus knew Mr. Steinberg was employed as a full time, in-  
19 house counsel for Samsung. By at least as early as June 1998, while still employed at  
20 Samsung, Mr. Steinberg had a Rambus e-mail account.

21           11. As an in-house attorney for Samsung, Mr. Steinberg owed Samsung a  
22 fiduciary duty of utmost good faith and fair dealing and undivided loyalty and honesty in  
23 fact. Mr. Steinberg ended his employment with Samsung in August 1998.

24           12. Upon information and belief, Mr. Steinberg in breach of these duties  
25 actively worked to help Rambus plan patent prosecution strategies, patent enforcement  
26 strategies, document handling and retention strategies for use in litigation, and to take  
27 other measures to extract royalties from manufacturers of DRAMs, including against  
28 Samsung. SEA does not know whether Mr. Steinberg actually worked on patent

1 applications for Rambus during his Samsung employment, but reserves the right to take  
2 discovery and amend if discovery shows that he did so. Further, upon information and  
3 belief, Mr. Steinberg used information about Samsung's business and DRAM products in  
4 connection with his work for Rambus, despite the fact that he was under contractual and  
5 fiduciary duties not to disclose such information about Samsung's business or use it  
6 contrary to Samsung's interests.

7           13. Rambus was aware that Mr. Steinberg was still employed as an  
8 attorney by Samsung when Rambus engaged his services. Rambus was further aware of  
9 the fiduciary capacity in which Mr. Steinberg worked for Samsung, and of the duties that  
10 Mr. Steinberg owed to Samsung. The existence of Mr. Steinberg's dual employment with  
11 Samsung and Rambus was revealed for the first time during the trial of Rambus v.  
12 Infineon, in the U.S. District Court for the Eastern District of Virginia in 2005, and  
13 Rambus' wrongful conduct herein alleged could not have been discovered by SEC before  
14 that time.

15           14. By February 1998, Rambus had decided on a scheme to employ  
16 litigation, threats and intimidation in order to license its purported SDRAM and DDR  
17 SDRAM technology to the DRAM industry. By the Spring of 1998, while working on this  
18 scheme, Rambus was actively seeking to improve its SDRAM and DDR SDRAM patent  
19 portfolio.

20           15. On or about October 31, 2000, SEC and Rambus entered into an  
21 agreement entitled "SDR/DDR IC and SDR/DDR Memory Module Patent License  
22 Agreement Between Rambus Inc. and Samsung Electronics Co., Ltd." (the "SDR/DDR  
23 License"), and executed an "SDR/DDR License" to Rambus' patents for, among other  
24 things, SDRAM and DDR patents, in 2000. On or about November, 1994 these same  
25 parties also entered into an agreement titled "Semiconductor Technology License  
26 Agreement" concerning RDRAM technology. The SDR/DDR License required Rambus to  
27 provide notification if another, later license received a lower effective royalty rate; and  
28 further to adjust SEC's rate to the lower effective rate. Further, the SDR/DDR License also

1 required good faith negotiation of a renewal by Rambus which it has refused to do. Earlier  
2 this year, Rambus' efforts to injure SEC's business escalated when Rambus wrongfully  
3 chose to discontinue its license arrangement with SEC in breach of its legal obligations,  
4 and then commenced spurious patent and other litigation, in part, as a negotiation tactic to  
5 further its unfair, anticompetitive and illegal plan alleged herein.

6           16. Rambus systematically and deliberately destroyed documents, over  
7 the course of more than four years, that would (a) demonstrate the falsity of Rambus'  
8 claims and positions, (b) reveal Rambus' motives, actions and knowledge, and (c) allow  
9 Rambus' DRAM industry targets to defend themselves fully against Rambus' spurious  
10 claims.

11           17. A federal district court in Virginia has declared that Rambus' conduct  
12 was illegal. That court found that Rambus' document destruction plan "was devised and  
13 implemented with the aid and advice of lawyers, both in-house and outside," and was  
14 intended "to destroy discoverable documents as part of its litigation strategy."

15           18. In September 1998, Rambus commenced its first known "shred  
16 party." During this first shred party, Rambus began to "cleanse" its patent prosecution and  
17 related files which provided evidence of its illegal scheme alleged herein, by destroying  
18 documents related to, at least, patents that Rambus was planning to enforce against the  
19 DRAM industry. The destroyed documents related to, among others, patents to which  
20 other Rambus patents claim priority, including patents that issued after the first shred  
21 party.

22           19. During April 1999, Rambus had its patent attorneys "cleanse" their  
23 files. During August 1999, Rambus commenced its second known "shred party." During  
24 this second shred party, Rambus again "cleansed" its patent prosecution and related files  
25 which provided evidence of its illegal scheme alleged herein, by destroying additional  
26 documents related to, at least, patents that Rambus was planning to enforce or was  
27 litigating against the DRAM industry. The destroyed documents related to, among others,  
28



1 patents to which other Rambus patents claim priority, including patents that issued after  
2 the second shred party.

3           20. During the Spring of 2000, Rambus was notified by its outside  
4 counsel that it had a duty to preserve all documents related to its patents and/or the  
5 litigation against DRAM manufacturers. During June 2000 and after litigation with one  
6 DRAM manufacturer settled, Rambus again directed its patent attorneys to destroy  
7 documents.

8           21. During December 2000, Rambus commenced its third known "shred  
9 party." During this third shred party, Rambus again "cleansed" its patent prosecution and  
10 related files which provided evidence of its illegal scheme alleged herein, by destroying  
11 additional documents related to, at least, patents that Rambus was enforcing and litigating  
12 against the DRAM industry. The destroyed documents related to, among others, patents to  
13 which other Rambus patents claim priority, including patents that issued after the third  
14 shred party.

15           22. SEC could not have discovered Rambus' destruction of documents  
16 until it became public in the Rambus v. Infineon litigation in the Eastern District of  
17 Virginia in February, 2005.

18           23. Rambus' document destruction covered all major categories of  
19 documents generated in the ordinary course of Rambus' business, such as e-mail  
20 communications, notes of contract negotiations, and drafts and other information useful in  
21 ascertaining the truth and in testing the validity of the positions taken by Rambus in this  
22 and its other lawsuits. Rambus' anticompetitive conduct described herein has caused  
23 substantial harm to consumers, to developers of competing DRAM technology and to  
24 DRAM manufacturers and their customers. Rambus by its conduct fraudulently concealed  
25 the violations alleged herein.

26           24. Rambus' wrongful conduct caused SEC and others to pay substantial,  
27 unwarranted fees and/or royalties to Rambus.

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41. Through the anticompetitive and otherwise illegal and improper conduct alleged herein, Rambus intentionally and knowingly interfered with SEC's economic relationships with such prospective purchasers, including existing customers.

42. SEC is entitled to recover actual damages because it has been, and continues to be, proximately harmed as a result of Rambus' wrongful and illegal interference, and has suffered, and continues to suffer, substantial damages.

43. In doing the illegal acts described herein, Rambus acted with oppression, fraud, and malice toward SEC. Accordingly, SEC is entitled to punitive and exemplary damages sufficient to punish and deter Rambus.

**PRAYER FOR RELIEF**

WHEREFORE, SEC asks this Court to enter judgment in its favor and against Rambus, and to grant the following relief under the above causes of action according to proof:

- a. An award of actual damages;
- b. An award of monetary recovery pursuant to Bus. & Prof. Code § 17203, including restitution of all license and royalty fees paid;
- c. Punitive and exemplary damages in a sum sufficient to punish and deter Rambus from its intentional, illegal, and wrongful course of conduct as described herein;
- d. An award of all unjustly-obtained royalties and license fees collected by Rambus;
- e. Injunctive and declaratory relief with respect to the unfair, illegal and deceptive business acts and practices described herein;
- f. An award of pre- and post-judgment interest;
- g. An award of reasonable attorneys' fees and other costs and expenses;
- h. And such other and further relief as the Court deems just and proper.

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DATED: February 24, 2006

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By   
GARY L. HALLING

Attorneys for Defendant and Cross-Complainant  
SAMSUNG ELECTRONICS CO., LTD.

**DEMAND FOR JURY TRIAL**

Cross-Complainant and Defendant SEC hereby demands a trial by jury on all  
issues so triable.

DATED: February 24, 2006

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By   
GARY L. HALLING

Attorneys for Defendants and Cross-Complainants  
SAMSUNG ELECTRONICS CO., LTD.

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**PROOF OF SERVICE**

*Rambus Inc. v. Micron Technology, Inc., et al.; and Related Cross-Actions,*  
San Francisco Superior Court No. 04-431105

I am employed in the County of San Francisco; I am over the age of eighteen years and not a party to the within entitled action; my business address is Sheppard, Mullin, Richter & Hampton LLP, Four Embarcadero Center, 17th Floor, San Francisco, California 94111-4106.

On February 24, 2006, I served the following document(s) described as:

**CROSS-COMPLAINT OF SAMSUNG ELECTRONICS CO., LTD. AGAINST  
CROSS-DEFENDANT RAMBUS, INC. [JURY TRIAL DEMANDED]**

on the interested party(ies) in this action by placing true copies thereof enclosed in sealed envelopes and/or packages addressed as follows:

**See Attached Service List**

**BY FACSIMILE:** I caused said documents (without attachments) to be transmitted by facsimile pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was 415-434-3947. The name(s) and facsimile machine telephone number(s) of the person(s) served are set forth in the service list. The sending facsimile machine (or the machine used to forward the facsimile) issued a transmission report confirming that the transmission was complete and without error.

**BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at San Francisco, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

**STATE:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 24, 2006, at San Francisco, California.

  
\_\_\_\_\_  
EDWARD J. WHITE

**SERVICE LIST**

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