



2. More than 60 companies have taken licenses to Tessera's patented technology. On information belief, exemplary licensees who are paying royalties to Tessera under Tessera's patents for small format laminate ball grid array ("BGA") packages include Intel, Infineon, Micron, NXP, Samsung, and Sharp. The rights granted by Tessera under its patents enable companies to continue to shrink cell phones and PDAs, and to develop the fastest workstations, PCs, servers and other electronic products on the market today. Tessera's technology also enables defense contractors, as well as government agencies and the U.S. Army, to advance our nation's homeland defense and military preparedness. Tessera's patented innovations have already been incorporated into more than four billion semiconductors including ASICs, DRAM, DSPs, flash memory, and SRAM sold in the United States and throughout the world.

3. Unlike the many licensed companies that have behaved responsibly and respected Tessera's United States patents, Motorola, Qualcomm, Freescale, and ATI have chosen to disregard Tessera's rights. They have made, and continue to make extensive and profitable use of Tessera's patented advances without fairly compensating Tessera. Tessera is accordingly bringing this action.

#### **PARTIES**

4. Tessera is a Delaware corporation with its principal place of business at 3099 Orchard Drive, San Jose, California.

5. Motorola is a Delaware corporation with its principal place of business at 1301 E. Algonquinn Road, Schaumburg, Illinois.

6. On information and belief, Motorola may be served through its registered agent, CT Corporation System, 350 N. St. Paul Street, Dallas, Texas 75201.

7. On information and belief, Motorola has sales and products containing Motorola semiconductor chips are sold throughout the State of Texas and within this judicial district.

8. Qualcomm is a Delaware corporation with its principal place of business at 5775 Morehouse Drive, San Diego, California.

9. On information and belief, Qualcomm may be served through its registered agent, Prentice Hall Corporation System, 701 Brazos Street, Suite 1050, Austin, Texas 78701.

10. On information and belief, Qualcomm has corporate offices at 1755 N. Collins Boulevard, Richardson, Texas 75080.

11. On information and belief, Qualcomm has sales and products containing Qualcomm semiconductor chips are sold throughout the State of Texas and within this judicial district.

12. Freescale is a Texas corporation with its principal place of business at 6501 William Cannon Drive West, Austin, Texas.

13. On information and belief, Freescale may be served through its registered agent, Corporation Service Company, 701 Brazos Street, Suite 1050, Austin, Texas 78701.

14. On information and belief, Freescale has sales and products containing Freescale semiconductor chips are sold throughout the State of Texas and within this judicial district.

15. ATI is a Canadian corporation with its principal place of business at 1 Commerce Valley Drive East, Thornhill, Ontario, Canada.

16. On information and belief, ATI may be served through its registered agent, Duplim Corporation, 2029 Westgate Drive, Suite 120, Carrollton, Texas 75006.

17. On information and belief, ATI has sales and products containing ATI semiconductor chips are sold throughout the State of Texas and within this judicial district.

18. Motorola, Qualcomm, Freescale, and ATI are collectively referred to as the "Defendants."

### **JURISDICTION AND VENUE**

19. This is an action for patent infringement arising under United States Patent Act, 35 U.S.C. § 1 *et seq.*

20. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338.

21. On information and belief, each of the Defendants has done business in this judicial district, has committed and continues to commit acts of patent infringement in this judicial district, and has harmed and continues to harm Tessera, its licensing program, and its licensees in this judicial district.

22. On information and belief this Court may exercise personal jurisdiction over each of the Defendants because each Defendant has minimum contacts with this forum as a result of business regularly conducted within the State of Texas and this judicial district. Such jurisdiction exists generally as well as specifically as a result of, at least, each Defendant offering to sell and/or selling products and/or services in this judicial district, or placing products that infringe claims of United States Patent No. 5,852,326 (“the ’326 patent”), entitled “Face-Up Semiconductor Chip Assembly” and claims of United States Patent No. 6,433,419 (“the ’419 patent”), entitled “Face-Up Semiconductor Chip Assemblies” into the stream of commerce with knowledge that the likely destination of infringing products is within this judicial district. Each Defendants’ conduct and connections with this judicial district are and have been such that it reasonably should have anticipated being brought into this judicial district.

23. Venue in this judicial district is proper under 28 U.S.C. §§ 1391(c) and 1400(b).

#### **THE PATENTS IN SUIT**

24. The ’326 patent was duly and legally issued on December 22, 1998. Tessera is the owner by assignment of all right, title, and interest in and to the ’326 patent. A copy of the ’326 patent is attached as Exhibit A.

25. The ’419 patent was duly and legally issued on August 13, 2002. Tessera is the owner by assignment of all right, title, and interest in and to the ’419 patent. A copy of the ’419 patent is attached as Exhibit B.

26. The ’326 and ’419 patents are hereafter collectively referred to as the “Asserted Tessera Patents.”

#### **COUNT I – PATENT INFRINGEMENT BY MOTOROLA**

27. Tessera hereby restates and realleges the allegations set forth in paragraphs 1 through 26 and incorporates them by reference.

28. On information and belief, Motorola has been and is currently directly infringing, contributorily infringing, and/or inducing infringement of claims of the Asserted Tessera Patents in violation of 35 U.S.C. § 271 by, among other things, making, using, offering

to sell, selling, and/or importing without authority or license from Tessera infringing packaged semiconductor components and assemblies thereof, including semiconductor chips having small format BGA packages and modules containing semiconductor chips having small format BGA packages.

29. On information and belief, Motorola has been on notice of the Asserted Tessera Patents and its infringement of the Asserted Tessera Patents has been and continues to be willful.

30. Unless enjoined, Motorola will continue to infringe claims of the Asserted Tessera Patents, and Tessera will suffer irreparable injury as a direct and proximate result of Motorola's conduct.

31. Tessera has been damaged by Motorola's conduct, and until an injunction issues will continue to be damaged in an amount yet to be determined.

#### **COUNT II – PATENT INFRINGEMENT BY QUALCOMM**

32. Tessera hereby restates and realleges the allegations set forth in paragraphs 1 through 26 and incorporates them by reference.

33. On information and belief, Qualcomm has been and is currently directly infringing, contributorily infringing, and/or inducing infringement of claims of the Asserted Tessera Patents in violation of 35 U.S.C. § 271 by, among other things, making, using, offering to sell, selling, and/or importing without authority or license from Tessera infringing packaged semiconductor components and assemblies thereof, including semiconductor chips having small format BGA packages and modules containing semiconductor chips having small format BGA packages.

34. On information and belief, Qualcomm has been on notice of the Asserted Tessera Patents and its infringement of claims of the Asserted Tessera Patents has been and continues to be willful.

35. Unless enjoined, Qualcomm will continue to infringe claims of the Asserted Tessera Patents, and Tessera will suffer irreparable injury as a direct and proximate result of Qualcomm's conduct.

36. Tessera has been damaged by Qualcomm's conduct, and until an injunction issues will continue to be damaged in an amount yet to be determined.

**COUNT III – PATENT INFRINGEMENT BY FREESCALE**

37. Tessera hereby restates and realleges the allegations set forth in paragraphs 1 through 26 and incorporates them by reference.

38. On information and belief, Freescale has been and is currently directly infringing, contributorily infringing, and/or inducing infringement of claims of the Asserted Tessera Patents in violation of 35 U.S.C. § 271 by, among other things, making, using, offering to sell, selling, and/or importing without authority or license from Tessera infringing packaged semiconductor components and assemblies thereof, including semiconductor chips having small format BGA packages and modules containing semiconductor chips having small format BGA packages.

39. Freescale was put on actual notice of Tessera's patents and its need for a license to those patents no later than January 6, 2005 through, among other things, discussions, presentations, and licensing negotiations with Tessera.

40. On information and belief, Freescale's infringement of claims of the Asserted Tessera Patents has been and continues to be willful.

41. Unless enjoined, Freescale will continue to infringe claims of the Asserted Tessera Patents, and Tessera will suffer irreparable injury as a direct and proximate result of Freescale's conduct.

42. Tessera has been damaged by Freescale's conduct, and until an injunction issues will continue to be damaged in an amount yet to be determined.

**COUNT IV – PATENT INFRINGEMENT BY ATI**

43. Tessera hereby restates and realleges the allegations set forth in paragraphs 1 through 26 and incorporates them by reference.

44. On information and belief, ATI has been and is currently directly infringing, contributorily infringing, and/or inducing infringement of claims of the Asserted Tessera Patents in violation of 35 U.S.C. § 271 by, among other things, making, using, offering to sell,

selling, and/or importing without authority or license from Tessera infringing packaged semiconductor components and assemblies thereof, including semiconductor chips having small format BGA packages and modules containing semiconductor chips having small format BGA packages.

45. On information and belief, ATI has been on notice of the Asserted Tessera Patents and its infringement of claims of the Asserted Tessera Patents has been and continues to be willful.

46. Unless enjoined, ATI will continue to infringe claims of the Asserted Tessera Patents, and Tessera will suffer irreparable injury as a direct and proximate result of ATI's conduct.

47. Tessera has been damaged by ATI's conduct, and until an injunction issues will continue to be damaged in an amount yet to be determined.

#### **PRAYER FOR RELIEF**

WHEREFORE, Tessera prays for relief as follows:

A. For a judicial determination and declaration that the claims of the Asserted Tessera Patents are valid and enforceable;

B. For a judicial determination and a declaration that Motorola, Qualcomm, Freescale, and ATI directly, contributorily, and through inducement, infringe claims of the Asserted Tessera Patents, and that their infringement is willful;

C. For an order preliminarily and permanently enjoining Motorola, Qualcomm, Freescale, and ATI and their directors, officers, employees, attorneys, agents and all persons in active concert or participation with any of the foregoing from further acts of direct infringement, contributory infringement, or inducement of infringement of claims of the Asserted Tessera Patents;

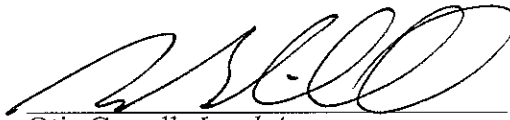
D. For damages resulting from infringement of the Asserted Tessera Patents by Motorola, Qualcomm, Freescale, and ATI in an amount to be determined at trial, and the trebling of such damages due to the willful nature of their infringement of the claims of the Asserted Tessera Patents;

- E. For an award of interest on damages;
- F. For a declaration that this case is exceptional pursuant to 35 U.S.C. § 285 and an award of attorneys' fees and costs; and
- G. For an award of such other and further relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Tessera hereby demands a trial by jury on all issues triable to a jury

Respectfully submitted,



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