

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

TESSERA, INC.,)	
)	
Plaintiff,)	
)	Civil Action No.
v.)	
)	
SONY ELECTRONICS, INC., SONY)	DEMAND FOR JURY TRIAL
CORPORATION, AND RENESAS)	
ELECTRONICS CORPORATION,)	
)	
Defendants.)	

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Tessera, Inc. ("Tessera") hereby pleads the following claims for patent infringement against Defendants Sony Electronics, Inc., Sony Corporation, and Renesas Electronics Corporation, and alleges as follows:

INTRODUCTION

1. Tessera is a global leader in the development of semiconductor packaging technology. Semiconductor packages serve as the electrical interface between semiconductor chips and the systems in which they operate. They also protect delicate chips from damage, contamination, and stress resulting from repeated heating and cooling. Tessera's technology allows companies around the world to meet the growing demand for smaller, faster, less expensive and more reliable electronic products, including cutting-edge medical devices and critical military defense components. The United States Patent Office has awarded Tessera hundreds of patents that reflect its innovation and protect the company's investment in the technology it has developed.

2. More than seventy semiconductor manufacturers and packaging companies, including industry leaders such as Intel, Texas Instruments, Toshiba, Sharp, Hitachi, Matsushita, Fujitsu and Sanyo, have obtained licenses to Tessera's patented technology. The rights granted by Tessera under its patents enable these licensees to continue to provide consumers with new generations of faster, smaller and more reliable electronic products. Tessera's patented innovations have already been incorporated into more than fifteen billion semiconductor packages sold throughout the world. Tessera's technology has also enabled defense contractors, U.S. government agencies and our military to advance our nation's homeland defense.

3. Sony, like many of Tessera's other customers, has recognized and benefitted from Tessera's patent rights for more than a decade. On October 15, 1997, Sony entered into a license agreement with Tessera through which Sony obtained rights under certain Tessera patents in consideration for, *inter alia*, its payment of royalties. Similarly, on June 1, 2004, NEC Electronics Corporation ("NEC") entered into a royalty-bearing license agreement with Tessera through which NEC obtained rights under certain Tessera patents; following a corporate merger, the rights and obligations under that agreement were extended to Defendant Renesas, *the surviving corporation*. Both Defendants, however, elected to let those license agreements expire this month.

4. Rather than cease their use of Tessera's technology upon the expiration of their licenses, Defendants have elected to continue – now unlawfully – with their use of Tessera's patented technology. Indeed, Defendants are continuing to make and sell many of the same products on which they previously paid royalties to Tessera, but now are doing so without permission and without any payment of royalties. Although Tessera endeavored for months to

negotiate an amicable solution to what has occurred, Defendants rebuffed those efforts, necessitating this suit.

5. Defendants are engaged in widespread infringement of Tessera's patents through, among other things, their unlicensed manufacture, importation and sale of infringing semiconductor packages and products containing the same. This action seeks redress for Defendants' infringing activities.

THE PARTIES

6. Plaintiff Tessera is a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at 3025 Orchard Parkway, San Jose, California 95134.

7. On information and belief, Sony Corporation is a corporation organized and existing under the laws of Japan and having its principal place of business at 1-7-1 Konan, Minato-ku, Tokyo 108-0075, Japan. Sony Corporation is a multinational company which, among other things, provides consumer electronics and related products and services worldwide. On information and belief, Sony Corporation conducts business throughout the United States and in this judicial district, personally and through its wholly-owned subsidiaries, including those identified herein.

8. On information and belief, Sony Electronics Inc. is a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at 16530 Via Esprillo, San Diego, California 92127. Sony Electronics, Inc. is one of Sony Corporation's principal United States businesses. On information and belief, Sony Electronics Inc. conducts business throughout the United States and in this judicial district, including by

selling and offering for sale Sony products. In this complaint, Sony Corporation and Sony Electronics Inc. are collectively referred to as "Sony."

9. On information and belief, Defendant Renesas Electronics Corporation ("Renesas") is a corporation organized and existing under the laws of Japan and having its principal place of business at 1753 Shimonumabe, Nakahara-ku, Kawasaki, Kanagawa 211-8668, Japan. On information and belief, Renesas Electronics Corporation conducts business throughout the United States and in this judicial district, including by selling and offering for sale Renesas products.

JURISDICTION AND VENUE

10. This is an action for patent infringement under the Patent Laws of the United States of America, 35 U.S.C. §§ 1 *et seq.*, including 35 U.S.C. § 271. This Court has subject matter jurisdiction over the matters pleaded herein under 28 U.S.C. §§ 1338(a) and § 1331.

11. This Court has personal jurisdiction over Defendants Sony Electronics Inc., Sony Corporation, and Renesas Electronics Corporation (collectively "Defendants"), because, among other reasons, Defendants have done business in this judicial District, have committed and continue to commit acts of patent infringement in this judicial district, have harmed and continue to harm Tessera in this judicial district by, among other things, using, selling, and offering for sale infringing products and services, including by way of example semiconductor packages and products containing the same, in this judicial district, have purposefully availed themselves of the rights and benefits of Delaware law, and have substantial and continuing contacts with Delaware. Tessera is also informed and believes, and thereon alleges, that Defendants have placed infringing devices into the stream of commerce by shipping those products into this District or knowing that the devices would be shipped into this district. In addition, Defendant

Sony Electronics Inc. is a Delaware corporation organized and existing under the state laws of this judicial district.

12. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 (b) and (c) because, among other reasons, Defendants are subjects to personal jurisdiction and have committed acts of infringement in this judicial district. In addition, Defendant Sony Electronics Inc. is a Delaware corporation organized and existing under the state laws of this judicial district.

FIRST CLAIM FOR PATENT INFRINGEMENT

Infringement of U.S. Patent No. 6,885,106

13. Tessera hereby incorporates the allegations of Paragraphs 1 through 12 as if fully set forth herein.

14. United States Patent No. 6,885,106 (the '106 patent), entitled "Stacked Microelectronic Assemblies and Methods of Making Same," was duly and legally issued on April 26, 2005. Tessera is the owner by assignment of all right, title and interest in and to the '106 patent. A copy of the '106 patent is attached as Exhibit A.

15. Tessera is informed and believes, and thereon alleges, that Sony has infringed and is currently infringing the '106 patent in violation of 35 U.S.C. § 271 by, among other things, making, using, selling, offering to sell, and/or importing products falling within the scope of the '106 patent, within this judicial district and elsewhere in the United States, without authority or license from Tessera. Such products include, by way of example and without limitation, infringing multi-die semiconductor packages incorporated within Sony's consumer electronic products. Sony also has infringed and continues to infringe the '106 patent by actively inducing infringement and/or contributorily infringing the '106 patent. Sony is therefore liable to Tessera under 35 U.S.C. § 271.

16. Sony's infringement of the '106 patent has been and continues to be willful and deliberate, entitling Tessera to increased damages under 35 U.S.C. § 284.

17. Tessera is informed and believes, and thereon alleges, that Defendant Renesas has infringed and is current infringing the '106 patent in violation of 35 U.S.C. § 271 by, among other things, making, using, selling, offering to sell, and/or importing infringing devices, including, by way of example and without limitation, infringing multi-die semiconductor packages, within this judicial district and elsewhere in the United States, without authority or license from Tessera. Renesas also has infringed and continues to infringe the '106 patent by actively inducing infringement and/or contributorily infringing the '106 patent. Renesas is therefore liable to Tessera under 35 U.S.C. § 271.

18. Renesas's infringement of the '106 patent has been and continues to be willful and deliberate, entitling Tessera to increased damages under 35 U.S.C. § 284.

19. Defendants' acts of infringement have caused damage to Tessera, and Tessera is entitled to recover from Defendants the damages sustained as a result of Defendants' wrongful acts in an amount yet to be determined and subject to proof at trial.

20. Unless enjoined, Defendants' infringement of Tessera's rights under the '106 patent will continue to damage Tessera, causing Tessera irreparable injury as a direct and proximate result of Defendants' conduct.

PRAYER FOR RELIEF

WHEREFORE, Tessera prays for the entry of judgment in favor of Tessera as follows:

- A. That Defendants have infringed, induced others to infringe, and/or committed acts of contributory infringement of one or more claims of the '106 patent (the "Patent-In-Suit");

- B. That Defendants, and their affiliates, subsidiaries, directors, officers, employees, attorneys, agents and all persons in active concert or participation with any of them be preliminarily and permanently enjoined from further acts of infringement, inducing infringement, or contributory infringement of the Patent-In-Suit;
- C. That Defendants pay Tessera damages in an amount adequate to compensate Tessera for Defendants' infringement of the Patent-In-Suit, but in no event less than a reasonable royalty, together with interest and costs under 35 U.S.C. § 284;
- D. That Defendants be ordered to provide an accounting;
- E. That Defendants be ordered to pay supplemental damages to Tessera, including without limitation interest;
- F. That the infringement be adjudged willful and that the damages be increased under 35 U.S.C § 284 to three times the amount found or measured;
- G. That this be adjudged an exceptional case and that Tessera be awarded its attorneys' fees pursuant to 35 U.S.C. § 285;
- H. That Defendants be required to pay pre- and post-judgment interest on the damages assessed; and
- I. That Tessera be awarded 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 so triable.

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