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12 and MASSACHUSETTS
13 INSTITUTE OF TECHNOLOGY

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

17 NANOSYS, INC., THE REGENTS OF THE
18 UNIVERSITY OF CALIFORNIA, and
19 MASSACHUSETTS INSTITUTE OF
TECHNOLOGY,

20 Plaintiffs,

21 v.

22 QD VISION, INC.,

23 Defendant.

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Attorneys for Plaintiff THE REGENTS
OF THE UNIVERSITY OF CALIFOR-
NIA

CASE NO. _____

**COMPLAINT FOR PATENT
INFRINGEMENT AND INJUNCTIVE
RELIEF**

DEMAND FOR JURY TRIAL

1 Plaintiffs Nanosys, Inc. (“Nanosys”), The Regents of the University of California
2 (“UC”), and Massachusetts Institute of Technology (“MIT”) (collectively, “Plaintiffs”), for their
3 Complaint against Defendant QD Vision, Inc. (“QDV”), demand a jury trial and allege as fol-
4 lows:

5 **PARTIES**

6 1. Plaintiff Nanosys is a company duly organized and existing under the laws of
7 Delaware, having its principal place of business at 233 S. Hillview Drive, Milpitas, CA 95035.

8 2. Plaintiff UC is a public entity operating a world-renowned educational system lo-
9 cated in and existing under the laws of the State of California, and headquartered in Oakland,
10 California.

11 3. Plaintiff MIT is a world-renowned non-profit research and educational institution
12 located at 77 Massachusetts Avenue, Cambridge, Massachusetts 02139.

13 4. On information and belief, Defendant QDV is a company duly organized and ex-
14 isting under the laws of Delaware, having its principal place of business at 29 Hartwell Avenue,
15 Lexington, MA 02421.

16 **BACKGROUND**

17 ***Nanosys Is a Pioneer in the Development of Quantum Dot Technology***

18 5. Founded in 2001 to commercialize technology Nanosys’s founders developed at
19 MIT, Nanosys is a leading innovator in the development of quantum dots, a state of the art nano-
20 crystal semiconductor technology used in ultra-high definition displays being commercialized by
21 many of the world’s leading display companies.

22 6. Nanosys’s quantum dots are semiconductors that are approximately 10,000 times
23 narrower than a human hair. Due to their unique properties, quantum dots are capable of con-
24 verting incoming light into wavelengths that correspond to nearly any color visible to the human
25 eye with remarkable efficiency. Quantum dots in turn have the capability to display images with
26 greater brightness and a fuller color palette than ever before. Indeed, various leaders in the dis-
27 play industry have recognized the advantages of Nanosys’s proprietary technology in the field of
28

1 photoluminescence. For instance, Nanosys has partnered with leading display manufacturers in
2 creating ultra-high-definition televisions, tablets, and other mobile devices.

3 7. As part of its core business, Nanosys produces Quantum Dot Concentrate™ mate-
4 rial, and works with its manufacturing partners, including 3M, to make Quantum Dot Enhance-
5 ment Film (“QDEF®”), an engineered sheet containing Nanosys’s quantum dots that can replace
6 existing films in liquid crystal display (“LCD”) backlights. QDEF® sheets enable deep color
7 and high efficiency by providing displays with an ideal light source. Displays containing
8 Nanosys quantum dot technology are brighter and use less energy than other display technolo-
9 gies such as organic light-emitting diodes (“OLED”).

10 8. Nanosys’s Milpitas headquarters include a state-of-the-art 60,000 square foot fa-
11 cility. There, Nanosys has significant manufacturing and scaling capabilities to support its
12 commercial operations, and also performs research and development for next-generation prod-
13 ucts.

14 *Nanosys Licenses Intellectual Property from MIT and UC*

15 9. Recognizing the potential of quantum dot technology early on, Nanosys invested
16 millions of dollars in developing a significant patent portfolio. As part of that effort, Nanosys
17 partnered with leading academic institutions, including MIT and the Lawrence Berkeley National
18 Laboratory (which is a U.S. Department of Energy National Laboratory managed and operated
19 by UC). As a result of those partnerships, Nanosys obtained exclusive licenses to numerous pa-
20 tents, including those at issue in this Complaint, which cover various aspects of quantum dot
21 technology.

22 10. Though the patents at issue in this Complaint were first filed in the late 1990s, the
23 technology was not yet at that time commercially viable. Nanosys invested tens of millions of
24 dollars into further research and worked diligently for over a decade to transform its technology
25 into commercially viable products that are now market leading.

26 *QD Vision*

27 11. On information and belief, QDV initially had a vision for the future of nanocrystal
28 technology that was different from the photoluminescent technology pioneered by Nanosys. In

1 particular, on information and belief, QDV pursued the development of devices using nanocrys-
2 tals that convert electricity directly into light, also known as electroluminescence. These types of
3 electrically stimulated devices differ from the photoluminescent devices being commercialized
4 by Nanosys, in that the source of energy is electricity, not light.

5 12. On information and belief, QDV was not successful in developing a viable com-
6 mercial product based on quantum dots using electroluminescence. On information and belief,
7 in or around 2008, QDV's investors raised concerns about QDV's direction and potential for
8 profitability. On information and belief, QDV's investors suggested that the company focus on
9 more proven technologies, such as quantum dots based on photoluminescence.

10 13. On information and belief, QDV was able to quickly switch to developing quan-
11 tum dot display technology based on Nanosys's exclusively licensed patents. On information
12 and belief, QDV availed itself of detailed knowledge of Nanosys's exclusively licensed patents
13 to rapidly advance its progress.

14 14. On information and belief, and to the extent QDV was not already aware of
15 Nanosys's patents, QDV also became aware of Nanosys's patents, including the ones at issue in
16 this Complaint, through discussions with Nanosys in or after 2009.

17 15. Nanosys's practice has been to mark its commercial products with relevant patent
18 numbers, including patents at issue in this Complaint. This practice began with the introduction
19 of Nanosys's early products in 2007, and continued with the introduction of Nanosys's QDEF®
20 product in 2013.

21 ***QD Vision Infringes Nanosys's Exclusive Patent Rights***

22 16. Nanosys partnered with LG Innotek beginning in 2009 to create a QuantumRail®
23 product for small LCDs. Nanosys actively marketed its QuantumRail® product in 2010, includ-
24 ing issuing press releases and making trade show presentations about Nanosys's QuantumRail®
25 component product. On information and belief, QDV was aware of Nanosys's QuantumRail®
26 component product. Nanosys discontinued its QuantumRail® component product in 2013 in fa-
27 vor of its QDEF® sheets, which are superior in terms of reliability and performance.

28

1 17. On information and belief, in April 2013, Sony began selling and/or offering for
2 sale televisions that incorporated quantum dots produced by QDV. After conducting a thorough
3 review, Nanosys's research revealed that QDV's own "quantum rail" component product using
4 photoluminescent quantum dots (called Quantum Light Optic) was of inferior quality and would
5 not pose a commercial threat to Nanosys's business.

6 18. On information and belief, Nanosys's quality concerns regarding QDV's Quan-
7 tum Light Optic rail-based product were proven accurate as Sony discontinued production and
8 sales of the television incorporating QDV's quantum dot component product in 2014. On infor-
9 mation and belief, Sony discontinued the television because of problems with the quality of
10 QDV's quantum dot component product. On information and belief, the inferior quality of
11 QDV's products caused them to have high failure rates and not conform to consumer electronics
12 quality expectations. On information and belief, since 2014, Sony has not sold or produced, and
13 does not currently sell or produce, a television that incorporates QDV's inferior quality quantum
14 dot product.

15 19. During this time, Nanosys continued to successfully develop and market its own
16 high quality quantum dot products. On information and belief, the inferior quality of QDV's
17 quantum dot product caused Sony and the customers that purchased the Sony televisions to form
18 negative opinions about the quality of quantum dots generally. On information and belief, these
19 negative opinions have adversely affected Nanosys's reputation in the marketplace, as it is a pro-
20 ducer of quantum dots.

21 20. In late 2015, Nanosys became concerned that QDV was competing with Nanosys
22 by producing, marketing, and selling infringing inferior products that violated Nanosys's exclu-
23 sive rights. For example, on information and belief, QDV began selling infringing quantum dots
24 under its Color IQ brand that were used in televisions sold by TCL Corporation and Hisense.
25 Nanosys approached QDV to discuss terms that would resolve QDV's infringing activities with-
26 out litigation. The parties were unable to come to terms and, on information and belief, QDV
27 has not abated its infringing activities.

28

1 vices into the stream of commerce, including by way of its website, <http://www.coloriq.com>,
2 with the knowledge that such products and services will be made, imported, sold, offered for
3 sale, and/or used in the State of California and this District. On information and belief, a sub-
4 stantial part of the events giving rise to Nanosys's claims, including acts of patent infringement,
5 have occurred in the State of California and this District.

6 29. On information and belief, in addition to selling products in this District, since at
7 least 2009, QDV has regularly attended industry conferences in the State of California and this
8 District. On information and belief, from 2009 to present, QDV attended at least sixteen separate
9 industry conferences in the State of California, including twelve in this District. On information
10 and belief, this year, QDV has or will attend at least three more industry conferences in the State
11 of California, among them two in this District, including the Society for Information Display's
12 One Day Bay Area Conference in Sunnyvale on March 24, 2016 and the Society for Information
13 Display's Display Week 2016 conference scheduled for May 2016 in San Francisco. By attend-
14 ing these conferences, QDV has purposefully availed itself of the benefits, privileges, and protec-
15 tions of the State of California. Furthermore, on information and belief, QDV is not a passive
16 attendee at such industry conferences, but instead makes presentations, exhibits infringing prod-
17 ucts, offers infringing products for sale, and/or actively sells infringing products.

18 30. On information and belief, QDV has formed at least three ongoing partnerships
19 with businesses located in the State of California and this District. On information and belief,
20 these businesses include Solvay, located in Martinez, CA; Sigma Designs, located in Fremont,
21 CA; and LG Display, located in San Jose, CA. By forming these partnerships, QDV has pur-
22 posefully availed itself of the benefits and privileges of conducting business in the State of Cali-
23 fornia.

24 31. On information and belief, Mustafa Ozgen resides and/or maintains at least partial
25 residency in this District and is QDV's Chief Executive Officer. On information and belief, Jim
26 Carlton resides in this District and is QDV's Vice President of Products. On information and
27 belief, Seth Coe-Sullivan resides in the State of California and is one of QDV's co-founders, the
28

1 current Chief Technology Officer Emeritus, and a member of QDV's Board of Directors and
2 Scientific Advisory Board.

3 32. On information and belief, four out of eleven of QDV's investors are located in
4 this District. On information and belief, these investors have invested \$63.4 million dollars of
5 QDV's \$133 million dollars of total investment. By soliciting and accepting these investments,
6 QDV has purposefully availed itself of the benefits and privileges of conducting business in the
7 State of California.

8 33. Venue is proper under 28 U.S.C. §§ 1391(b) and 1400(b) because, on information
9 and belief, at least acts of patent infringement have been committed in this District, because a
10 substantial part of the property at issue in this action is situated in this district, and Defendant is
11 subject to personal jurisdiction in this District. In addition, venue is proper because Nanosys has
12 suffered and is suffering harm in this District.

13 **COUNT I - INFRINGEMENT OF U.S. PATENT NO. 6,207,229**

14 34. Plaintiffs incorporate and reallege paragraphs 1-33 above as if fully set forth here-
15 in.

16 35. U.S. Patent No. 6,207,229 (the "'229 patent") entitled "Highly luminescent color-
17 selective materials and method of making thereof" was duly and legally issued by the U.S. Patent
18 and Trademark Office to MIT on March 27, 2001. A true and correct copy of the '229 patent is
19 attached hereto as **Exhibit 1.**

20 36. Nanosys has an exclusive license to the '229 patent.

21 37. The '229 patent is valid and enforceable.

22 38. On information and belief, QDV has infringed, and continues to infringe, literally
23 and/or through the doctrine of equivalents, one or more claims of the '229 patent, including but
24 not limited to claim 1, pursuant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell,
25 and/or importing within the United States, without authority, certain luminescent nanocrystals,
26 which, on information and belief, include a product marketed by QDV under the trade name
27 Color IQ (the "'229 Patent Infringing Products").

28

1 39. The '229 Patent Infringing Products infringe at least claim 1 because they at least
2 contain nanocrystals that are prepared using a method wherein QDV: (a) introduces a substan-
3 tially monodisperse core population, wherein each member of the core population comprises a
4 first semiconductor material, and a precursor capable of thermal conversion into a second semi-
5 conductor material into a coordinating solvent, the monodisperse core population, when irradiat-
6 ed, emits light in a spectral range of no greater than about 60 nm full width half max (FWHM);
7 (b) wherein the coordinating solvent is maintained at a temperature sufficient to convert the pre-
8 cursor into the second semiconductor material yet insufficient to substantially alter the monodis-
9 persity of the core population; (c) wherein the second semiconductor material has a band gap
10 greater than the first semiconductor material; and (d) whereby an overcoating of the second sem-
11 iconductor material is formed on a member of the core population.

12 40. On information and belief, QDV knew or should have known about the '229 pa-
13 tent and its infringement of that patent. On information and belief, QDV would have been aware
14 that the '229 Patent Infringing Products infringe the patent. At least as of the time QDV was
15 served with this Complaint, QDV has been fully aware of the '229 patent and its infringement of
16 that patent.

17 41. The infringement has caused and is continuing to cause damage and irreparable
18 injury to Nanosys. Nanosys will continue to suffer damage and irreparable injury unless and un-
19 til that infringement is enjoined by this Court as a remedy at law alone would be inadequate.

20 42. Nanosys is entitled to injunctive relief and damages in accordance with 35 U.S.C.
21 §§ 271, 281, 283, and 284.

22 43. On information and belief, QDV has infringed the '229 patent as alleged above
23 despite having prior knowledge of the patent and its infringement of the patent, and has acted
24 with willful, intentional, and reckless disregard of the objectively high likelihood that its acts
25 constitute infringement of the '229 patent. On information and belief, the infringement of the
26 '229 patent has been and continues to be willful, entitling Nanosys to enhanced damages under
27 35 U.S.C. § 284 and also a finding that this case is exceptional, entitling Nanosys to an award of
28 its reasonable attorneys' fees under 35 U.S.C. § 285.

1 51. The infringement has caused and is continuing to cause damage and irreparable
2 injury to Nanosys. Nanosys will continue to suffer damage and irreparable injury unless and un-
3 til that infringement is enjoined by this Court as a remedy at law alone would be inadequate.

4 52. Nanosys is entitled to injunctive relief and damages in accordance with 35 U.S.C.
5 §§ 271, 281, 283, and 284.

6 53. On information and belief, QDV has infringed the '901 patent as alleged above
7 despite having prior knowledge of the patent and its infringement of the patent, and has acted
8 with willful, intentional, and reckless disregard of the objectively high likelihood that its acts
9 constitute infringement of the '901 patent. On information and belief, the infringement of the
10 '901 patent has been and continues to be willful, entitling Nanosys to enhanced damages under
11 35 U.S.C. § 284 and also a finding that this case is exceptional, entitling Nanosys to an award of
12 its reasonable attorneys' fees under 35 U.S.C. § 285.

13 **COUNT III - INFRINGEMENT OF U.S. PATENT NO. 8,481,112**

14 54. Plaintiffs incorporate and reallege paragraphs 1-33 above as if fully set forth here-
15 in.

16 55. U.S. Patent No. 8,481,112 (the "'112 patent") entitled "Highly luminescent color-
17 selective nano-crystalline materials" was duly and legally issued by the U.S. Patent and Trade-
18 mark Office to MIT on July 9, 2013. A true and correct copy of the '112 patent is attached here-
19 to as **Exhibit 3.**

20 56. Nanosys has an exclusive license to the '112 patent.

21 57. The '112 patent is valid and enforceable.

22 58. On information and belief, QDV has infringed, and continues to infringe, literally
23 and/or through the doctrine of equivalents, one or more claims of the '112 patent, including but
24 not limited to claim 1, pursuant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell,
25 and/or importing within the United States without authority, certain luminescent nanocrystals,
26 which, on information and belief, include a product marketed by QDV under the trade name
27 Color IQ (the "'112 Patent Infringing Products").

28

1 59. The '112 Patent Infringing Products infringe at least claim 1 because they at least
2 contain nanocrystals that are prepared using a method wherein QDV provides a substantially
3 monodisperse first population of semiconductor nanocrystal cores made from a first semiconduc-
4 tor material and a precursor capable of thermal conversion into a second semiconductor material
5 different from the first semiconductor material in a coordinating solvent; and maintains the coor-
6 dinating solvent at a temperature sufficient to convert the precursor into the second semiconduc-
7 tor material as an overcoating on the first semiconductor material yet otherwise insufficient to
8 substantially alter the monodisperse first population of semiconductor nanocrystal cores; wherein
9 the plurality of coated nanocrystals emit light in a spectral range of no greater than about 40 nm
10 full width at half max (FWHM) when irradiated.

11 60. On information and belief, QDV knew or should have known about the '112 pa-
12 tent and its infringement of that patent. On information and belief, QDV would have been aware
13 that the '112 Patent Infringing Products infringe the patent. At least as of the time QDV was
14 served with this Complaint, QDV has been fully aware of the '112 patent and its infringement of
15 that patent.

16 61. The infringement has caused and is continuing to cause damage and irreparable
17 injury to Nanosys. Nanosys will continue to suffer damage and irreparable injury unless and un-
18 til that infringement is enjoined by this Court as a remedy at law alone would be inadequate.

19 62. Nanosys is entitled to injunctive relief and damages in accordance with 35 U.S.C.
20 §§ 271, 281, 283, and 284.

21 63. On information and belief, QDV has infringed the '112 patent as alleged above
22 despite having prior knowledge of the patent and its infringement of the patent, and has acted
23 with willful, intentional, and reckless disregard of the objectively high likelihood that its acts
24 constitute infringement of the '112 patent. On information and belief, the infringement of the
25 '112 patent has been and continues to be willful, entitling Nanosys to enhanced damages under
26 35 U.S.C. § 284 and also a finding that this case is exceptional, entitling Nanosys to an award of
27 its reasonable attorneys' fees under 35 U.S.C. § 285.

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1 71. The infringement has caused and is continuing to cause damage and irreparable
2 injury to Nanosys. Nanosys will continue to suffer damage and irreparable injury unless and un-
3 til that infringement is enjoined by this Court as a remedy at law alone would be inadequate.

4 72. Nanosys is entitled to injunctive relief and damages in accordance with 35 U.S.C.
5 §§ 271, 281, 283, and 284.

6 73. On information and belief, QDV has infringed the '113 patent as alleged above
7 despite having prior knowledge of the patent and its infringement of the patent, and has acted
8 with willful, intentional, and reckless disregard of the objectively high likelihood that its acts
9 constitute infringement of the '113 patent. On information and belief, the infringement of the
10 '113 patent has been and continues to be willful, entitling Nanosys to enhanced damages under
11 35 U.S.C. § 284 and also a finding that this case is exceptional, entitling Nanosys to an award of
12 its reasonable attorneys' fees under 35 U.S.C. § 285.

13 **COUNT V - INFRINGEMENT OF U.S. PATENT NO. 6,576,291**

14 74. Plaintiffs incorporate and reallege paragraphs 1-33 above as if fully set forth here-
15 in.

16 75. U.S. Patent No. 6,576,291 (the "'291 patent") entitled "Preparation of nanocrys-
17 tallites" was duly and legally issued by the U.S. Patent and Trademark Office to MIT on June 10,
18 2003. A true and correct copy of the '291 patent is attached hereto as **Exhibit 5.**

19 76. Nanosys has an exclusive license to the '291 patent.

20 77. The '291 patent is valid and enforceable.

21 78. On information and belief, QDV has infringed, and continues to infringe, literally
22 and/or through the doctrine of equivalents, one or more claims of the '291 patent, including but
23 not limited to claim 23, pursuant to 35 U.S.C. § 271(a), by making, using, selling, offering to
24 sell, and/or importing within the United States without authority, certain luminescent nanocrys-
25 tals, which, on information and belief, include a product marketed by QDV under the trade name
26 Color IQ (the "'291 Patent Infringing Products").

27 79. The '291 Patent Infringing Products infringe at least claim 23 because they at
28 least contain nanocrystallites that QDV manufactures by contacting a metal, M, or an M-

1 containing salt, and a reducing agent to form an M-containing precursor, M being Cd, Zn, Mg,
2 Hg, Al, Ga, In, or Tl; contacting the M-containing precursor with an X donor, X being O, S, Se,
3 Te, N, P, As, or Sb to form a mixture; and heating the mixture to form the nanocrystallite.

4 80. On information and belief, QDV knew or should have known about the '291 pa-
5 tent and its infringement of that patent. On information and belief, QDV would have been aware
6 that the '291 Patent Infringing Products infringe the patent. At least as of the time QDV was
7 served with this Complaint, QDV has been fully aware of the '291 patent and its infringement of
8 that patent.

9 81. Nanosys is entitled to injunctive relief and damages in accordance with 35 U.S.C.
10 §§ 271, 281, 283, and 284.

11 82. On information and belief, QDV has infringed the '291 patent as alleged above
12 despite having prior knowledge of the patent and its infringement of the patent, and has acted
13 with willful, intentional, and reckless disregard of the objectively high likelihood that its acts
14 constitute infringement of the '291 patent. On information and belief, the infringement of the
15 '291 patent has been and continues to be willful, entitling Nanosys to enhanced damages under
16 35 U.S.C. § 284 and also a finding that this case is exceptional, entitling Nanosys to an award of
17 its reasonable attorneys' fees under 35 U.S.C. § 285.

18 **COUNT VI - INFRINGEMENT OF U.S. PATENT NO. 6,821,337**

19 83. Plaintiffs incorporate and reallege paragraphs 1-33 above as if fully set forth here-
20 in.

21 84. U.S. Patent No. 6,821,337 (the "'337 patent") entitled "Preparation of nanocrys-
22 tallites" was duly and legally issued by the U.S. Patent and Trademark Office to MIT on No-
23 vember 23, 2004. A true and correct copy of the '337 patent is attached hereto as **Exhibit 6.**

24 85. Nanosys has an exclusive license to the '337 patent.

25 86. The '337 patent is valid and enforceable.

26 87. On information and belief, QDV has infringed, and continues to infringe, literally
27 and/or through the doctrine of equivalents, one or more claims of the '337 patent, including but
28 not limited to claim 1, pursuant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell,

1 and/or importing within the United States without authority, certain luminescent nanocrystals,
2 which, on information and belief, include a product marketed by QDV under the trade name
3 Color IQ (the “’337 Patent Infringing Products”).

4 88. The ’337 Patent Infringing Products infringe at least claim 1 because they at least
5 contain nanocrystals that are prepared using a method wherein QDV combines a metal-
6 containing non-organometallic compound, a coordinating solvent, and a chalcogen source to
7 form a nanocrystal.

8 89. On information and belief, QDV knew or should have known about the ’337 pa-
9 tent and its infringement of that patent. On information and belief, QDV would have been aware
10 that the ’337 Patent Infringing Products infringe the patent. At least as of the time QDV was
11 served with this Complaint, QDV has been fully aware of the ’337 patent and its infringement of
12 that patent.

13 90. Nanosys is entitled to injunctive relief and damages in accordance with 35 U.S.C.
14 §§ 271, 281, 283, and 284.

15 91. On information and belief, QDV has infringed the ’337 patent as alleged above
16 despite having prior knowledge of the patent and its infringement of the patent, and has acted
17 with willful, intentional, and reckless disregard of the objectively high likelihood that its acts
18 constitute infringement of the ’337 patent. On information and belief, the infringement of the
19 ’337 patent has been and continues to be willful, entitling Nanosys to enhanced damages under
20 35 U.S.C. § 284 and also a finding that this case is exceptional, entitling Nanosys to an award of
21 its reasonable attorneys’ fees under 35 U.S.C. § 285.

22 **COUNT VII - INFRINGEMENT OF U.S. PATENT NO. 7,138,098**

23 92. Plaintiffs incorporate and reallege paragraphs 1-33 above as if fully set forth here-
24 in.

25 93. U.S. Patent No. 7,138,098 (the “’098 patent”) entitled “Preparation of nanocrys-
26 tallites” was duly and legally issued by the U.S. Patent and Trademark Office to MIT on No-
27 vember 21, 2006. A true and correct copy of the ’098 patent is attached hereto as **Exhibit 7.**

28 94. Nanosys has an exclusive license to the ’098 patent.

1 95. The '098 patent is valid and enforceable.

2 96. On information and belief, QDV has infringed, and continues to infringe, literally
3 and/or through the doctrine of equivalents, one or more claims of the '098 patent, including but
4 not limited to claim 1, pursuant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell,
5 and/or importing within the United States without authority, certain luminescent nanocrystals,
6 which, on information and belief, include a product marketed by QDV under the trade name
7 Color IQ (the "'098 Patent Infringing Products").

8 97. The '098 Patent Infringing Products infringe at least claim 1 because they at least
9 contain nanocrystals that are prepared using a method wherein QDV heats a mixture including a
10 coordinating solvent, an amine or a reducing agent, a chalcogen or pnictide source, and a metal-
11 containing compound to form a nanocrystal, wherein the metal-containing compound is free of
12 metal-carbon bonds.

13 98. On information and belief, QDV knew or should have known about the '098 pa-
14 tent and its infringement of that patent. On information and belief, QDV would have been aware
15 that the '098 Patent Infringing Products infringe the patent. At least as of the time QDV was
16 served with this Complaint, QDV has been fully aware of the '098 patent and its infringement of
17 that patent.

18 99. Nanosys is entitled to injunctive relief and damages in accordance with 35 U.S.C.
19 §§ 271, 281, 283, and 284.

20 100. On information and belief, QDV has infringed the '098 patent as alleged above
21 despite having prior knowledge of the patent and its infringement of the patent, and has acted
22 with willful, intentional, and reckless disregard of the objectively high likelihood that its acts
23 constitute infringement of the '098 patent. On information and belief, The infringement of the
24 '098 patent has been and continues to be willful, entitling Nanosys to enhanced damages under
25 35 U.S.C. § 284 and also a finding that this case is exceptional, entitling Nanosys to an award of
26 its reasonable attorneys' fees under 35 U.S.C. § 285.

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1 QDV was served with this Complaint, QDV has been fully aware of the '359 patent and its in-
2 fringement of that patent.

3 108. Nanosys is entitled to injunctive relief and damages in accordance with 35 U.S.C.
4 §§ 271, 281, 283, and 284.

5 109. On information and belief, QDV has infringed the '359 patent as alleged above
6 despite having prior knowledge of the patent and its infringement of the patent, and has acted
7 with willful, intentional, and reckless disregard of the objectively high likelihood that its acts
8 constitute infringement of the '359 patent. On information and belief, the infringement of the
9 '359 patent has been and continues to be willful, entitling Nanosys to enhanced damages under
10 35 U.S.C. § 284 and also a finding that this case is exceptional, entitling Nanosys to an award of
11 its reasonable attorneys' fees under 35 U.S.C. § 285.

12 **COUNT IX - INFRINGEMENT OF U.S. PATENT NO. 8,288,152**

13 110. Plaintiffs incorporate and reallege paragraphs 1-33 above as if fully set forth here-
14 in.

15 111. U.S. Patent No. 8,288,152 (the "'152 patent") entitled "Semiconductor nanocrys-
16 tal probes for biological applications and process for making and using such probes" was duly
17 and legally issued by the U.S. Patent and Trademark Office to UC on October 16, 2012. A true
18 and correct copy of the '152 patent is attached hereto as **Exhibit 9**.

19 112. Nanosys has an exclusive license to the '152 patent.

20 113. The '152 patent is valid and enforceable.

21 114. On information and belief, QDV has infringed, and continues to infringe, literally
22 and/or through the doctrine of equivalents, one or more claims of the '152 patent, including but
23 not limited to claim 1, pursuant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell,
24 and/or importing within the United States without authority, certain luminescent nanocrystals,
25 which, on information and belief, include a product marketed by QDV under the trade name
26 Color IQ (the "'152 Patent Infringing Products").

27 115. The '152 Patent Infringing Products infringe at least claim 1 because they at least
28 contain nanocrystal compositions that comprise (a) a core comprising a first semiconductor ma-

1 terial; (b) a core-overcoating shell comprising a second semiconductor material, wherein the core
2 and the core-overcoating shell form a core/shell nanocrystal; and (c) an encapsulating net sur-
3 rounding the core/shell nanocrystal.

4 116. On information and belief, QDV knew or should have known about the '152 pa-
5 tent and its infringement of that patent. On information and belief, QDV's founders and key em-
6 ployees were, at least, aware of and knowledgeable about developments and advances in the field
7 and patent filings through their activities conducted through industry conferences, research, and
8 development. On information and belief, QDV knew or should have known about the '152 pa-
9 tent through disclosures made during discussions between Nanosys and QDV in 2009, and there-
10 fore knew or should have known about its infringement of that patent. At least as of the time
11 QDV was served with this Complaint, QDV has been fully aware of the '152 patent and its in-
12 fringement of that patent.

13 117. Nanosys is entitled to injunctive relief and damages in accordance with 35 U.S.C.
14 §§ 271, 281, 283, and 284.

15 118. On information and belief, QDV has infringed the '152 patent as alleged above
16 despite having prior knowledge of the patent and its infringement of the patent, and has acted
17 with willful, intentional, and reckless disregard of the objectively high likelihood that its acts
18 constitute infringement of the '152 patent. On information and belief, the infringement of the
19 '152 patent has been and continues to be willful, entitling Nanosys to enhanced damages under
20 35 U.S.C. § 284 and also a finding that this case is exceptional, entitling Nanosys to an award of
21 its reasonable attorneys' fees under 35 U.S.C. § 285.

22 **COUNT X - INFRINGEMENT OF U.S. PATENT NO. 8,288,153**

23 119. Plaintiffs incorporate and reallege paragraphs 1-33 above as if fully set forth here-
24 in.

25 120. U.S. Patent No. 8,288,153 (the "'153 patent") entitled "Semiconductor nanocrys-
26 tal probes for biological applications and process for making and using such probes" was duly
27 and legally issued by the U.S. Patent and Trademark Office to UC on October 16, 2012. A true
28 and correct copy of the '153 patent is attached hereto as **Exhibit 10.**

1 121. Nanosys has an exclusive license to the '153 patent.

2 122. The '153 patent is valid and enforceable.

3 123. On information and belief, QDV has infringed, and continues to infringe, literally
4 and/or through the doctrine of equivalents, one or more claims of the '153 patent, including but
5 not limited to claim 1, pursuant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell,
6 and/or importing within the United States without authority, certain luminescent nanocrystals,
7 which, on information and belief, include a product marketed by QDV under the trade name
8 Color IQ (the "'153 Patent Infringing Products").

9 124. The '153 Patent Infringing Products infringe at least claim 1 because they at least
10 contain nanocrystal compositions that comprise a semiconductor core comprising a first semi-
11 conductor material selected from the group consisting of a II-VI semiconductor and a III-V sem-
12 iconductor; a core-overcoating shell comprising a second semiconductor material which is dif-
13 ferent from the first semiconductor material the second semiconductor material being selected
14 from the group consisting of MgS, MgSe, MgTe, CaS, CaSe, CaTe, SrS, SrSe, SrTe, BaS, BaSe,
15 BaTe, ZnS, ZnSe, ZnTe, CdS, CdSe, CdTe, HgS, HgSe, and HgTe, and wherein the core and the
16 core-overcoating shell form a core/shell nanocrystal; and a polymer.

17 125. On information and belief, QDV knew or should have known about the '153 pa-
18 tent and its infringement of that patent. On information and belief, QDV's founders and key em-
19 ployees were, at least, aware of and knowledgeable about developments and advances in the field
20 and patent filings through their activities conducted through industry conferences, research, and
21 development. On information and belief, QDV knew or should have known about the '153 pa-
22 tent through disclosures made during discussions between Nanosys and QDV in 2009, and there-
23 fore knew or should have known about its infringement of that patent. At least as of the time
24 QDV was served with this Complaint, QDV has been fully aware of the '153 patent and its in-
25 fringement of that patent.

26 126. Nanosys is entitled to injunctive relief and damages in accordance with 35 U.S.C.
27 §§ 271, 281, 283, and 284.

28

1 127. On information and belief, QDV has infringed the '153 patent as alleged above
2 despite having prior knowledge of the patent and its infringement of the patent, and has acted
3 with willful, intentional, and reckless disregard of the objectively high likelihood that its acts
4 constitute infringement of the '153 patent. On information and belief, the infringement of the
5 '153 patent has been and continues to be willful, entitling Nanosys to enhanced damages under
6 35 U.S.C. § 284 and also a finding that this case is exceptional, entitling Nanosys to an award of
7 its reasonable attorneys' fees under 35 U.S.C. § 285.

8 **COUNT XI - INFRINGEMENT OF U.S. PATENT NO. 8,648,524**

9 128. Plaintiffs incorporate and reallege paragraphs 1-33 above as if fully set forth here-
10 in.

11 129. U.S. Patent No. 8,648,524 (the "'524 patent") entitled "Electronic displays using
12 optically pumped luminescent semiconductor nanocrystals" was duly and legally issued by the
13 U.S. Patent and Trademark Office to UC on February 11, 2014. A true and correct copy of the
14 '524 patent is attached hereto as **Exhibit 11.**

15 130. Nanosys has an exclusive license to the '524 patent.

16 131. The '524 patent is valid and enforceable.

17 132. On information and belief, QDV knew or should have known about the '524 pa-
18 tent and its infringement of that patent. On information and belief, QDV's founders and key em-
19 ployees were, at least, aware of and knowledgeable about developments and advances in the field
20 and patent filings through their activities conducted through industry conferences, research, and
21 development. On information and belief, QDV knew or should have known about the '524 pa-
22 tent through disclosures made during discussions between Nanosys and QDV in 2009, and there-
23 fore knew or should have known about its infringement of that patent. At least as of the time
24 QDV was served with this Complaint, QDV has been fully aware of the '524 patent.

25 133. On information and belief, QDV has contributed to and/or induced infringement,
26 and continues to contribute to and/or induce infringement of, at least claim 1 of the '524 patent,
27 pursuant to 35 U.S.C. §§ 271(b) and (c), at least by providing encouragement, instructions, pro-
28 tocols, and written guidance to its customers about how to incorporate a quantum dot product

1 marketed by QDV under the trade name Color IQ (the “’524 Infringing Component”) into certain
2 color display apparatuses (“the ’524 Infringing Devices”), which directly infringe at least claim 1
3 of the ’524 patent.

4 134. On information and belief, QDV provides the ’524 Infringing Component to its
5 customers with the knowledge and specific intent that they be incorporated into the ’524 Infring-
6 ing Devices. On information and belief, QDV knows and specifically intends that the ’524 In-
7 fringing Devices directly infringe the ’524 patent. On information and belief, QDV advertises
8 the benefits of the ’524 Infringing Component and promotes the import and use of the ’524 In-
9 fringing Devices through accompanying documentation, marketing, distribution, and sales activi-
10 ties, some of which are documented on QDV’s website at <http://www.coloriq.com/>. On infor-
11 mation and belief, the ’524 Infringing Component is especially made or especially adapted for
12 infringing use, and there are no substantially non-infringing uses of the ’524 Infringing Compo-
13 nent.

14 135. On information and belief, QDV has infringed the ’524 patent because it actively
15 contributed to and/or induced, and is actively contributing to and/or inducing, its actual and pro-
16 spective customers, including but not limited to electronic display companies, to directly infringe
17 the ’524 patent.

18 136. On information and belief, the ’524 Infringing Devices include at least the Sony
19 XBR-55X900A television, the Philips Monitors 27” 276E6ADSS monitor, the Hisense 55”
20 ULED K7100 television, and the TCL H9700 television.

21 137. The ’524 Patent Infringing Devices directly infringe, literally and/or through the
22 doctrine of equivalents, at least claim 1 because they comprise color display apparatuses that fur-
23 ther comprise at least an optical pumping source comprising one or more blue LED’s; a transpar-
24 ent plate; and a layer of quantum dots, said quantum dots emitting light in response to exposure
25 to light from said optical pumping source; wherein said layer of quantum dots is positioned be-
26 tween said optical pumping source and said transparent plate.

27 138. On information and belief, the manufacture, use, sale, offer to sell, and/or impor-
28 tation within the United States without authority of the ’524 Patent Infringing Devices has in-

1 fringed, and continues to infringe, one or more claims of the '524 patent, including but not lim-
2 ited to claim 1, pursuant to 35 U.S.C. § 271(a).

3 139. On information and belief, QDV knew of the direct infringement of the '524 pa-
4 tent, or was willfully blind to this fact.

5 140. Nanosys is entitled to injunctive relief and damages in accordance with 35 U.S.C.
6 §§ 271, 281, 283, and 284.

7 141. On information and belief, QDV has infringed the '524 patent as alleged above
8 despite having prior knowledge of the patent and its infringement of the patent, and has acted
9 with willful, intentional, and reckless disregard of the objectively high likelihood that its acts
10 constitute infringement of the '524 patent. On information and belief, the infringement of the
11 '524 patent has been and continues to be willful, entitling Nanosys to enhanced damages under
12 35 U.S.C. § 284 and also a finding that this case is exceptional, entitling Nanosys to an award of
13 its reasonable attorneys' fees under 35 U.S.C. § 285.

14 **COUNT XII- INFRINGEMENT OF U.S. PATENT NO. 9,063,363**

15 142. Plaintiffs incorporate and reallege paragraphs 1-33 above as if fully set forth here-
16 in.

17 143. U.S. Patent No. 9,063,363 (the "'363 patent'") entitled "Electronic displays using
18 optically pumped luminescent semiconductor nanocrystals" was duly and legally issued by the
19 U.S. Patent and Trademark Office to UC on June 23, 2015. A true and correct copy of the '363
20 patent is attached hereto as **Exhibit 12.**

21 144. Nanosys has an exclusive license to the '363 patent.

22 145. The '363 patent is valid and enforceable.

23 146. On information and belief, QDV knew or should have known about the '363 pa-
24 tent and its infringement of that patent. On information and belief, QDV's founders and key em-
25 ployees were, at least, aware of and knowledgeable about developments and advances in the field
26 and patent filings through their activities conducted through industry conferences, research, and
27 development. On information and belief, QDV knew or should have known about the '363 pa-
28 tent through disclosures made during discussions between Nanosys and QDV in 2009, and there-

1 fore knew or should have known about its infringement of that patent. At least as of the time
2 QDV was served with this Complaint, QDV has been fully aware of the '363 patent and its in-
3 fringement of that patent.

4 147. On information and belief, QDV has contributed to and/or induced infringement,
5 and continues to contribute to and/or induce infringement of, at least claim 1 of the '363 patent,
6 pursuant to 35 U.S.C. §§ 271(b) and (c), at least by providing encouragement, instructions, pro-
7 tocols, and written guidance to its customers about how to incorporate a nanocrystal product
8 marketed by QDV under the trade name Color IQ (the "'363 Infringing Component") into certain
9 color display apparatuses ("the '363 Infringing Devices"), which directly infringe at least claim 1
10 of the '363 patent.

11 148. On information and belief, QDV provides the '363 Infringing Component to its
12 customers with the knowledge and specific intent that they be incorporated into the '363 Infring-
13 ing Devices. On information and belief, QDV knows and specifically intends that the '363 In-
14 fringing Devices directly infringe the '363 patent. On information and belief, QDV advertises
15 the benefits of the '363 Infringing Component and promotes the import and use of the '363 In-
16 fringing Devices through accompanying documentation, marketing, distribution, and sales activi-
17 ties, some of which are documented on QDV's website at <http://www.coloriq.com/>. On infor-
18 mation and belief, the '363 Infringing Component is especially made or especially adapted for
19 infringing use, and there are no substantially non-infringing uses of the '363 Infringing Compo-
20 nent.

21 149. On information and belief, QDV has infringed the '363 patent because it actively
22 contributed to and/or induced, and is actively contributing to and/or inducing, its actual and pro-
23 spective customers, including but not limited to electronic display companies, to directly infringe
24 the '363 patent.

25 150. On information and belief, the '363 Infringing Devices include at least the Sony
26 XBR-55X900A television, the Philips Monitors 27" 276E6ADSS monitor, the Hisense 55"
27 ULED K7100 television, and the TCL H9700 television.

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1 151. The '363 Patent Infringing Devices directly infringe, literally and/or through the
2 doctrine of equivalents, at least claim 1 because they comprise color display apparatuses that fur-
3 ther comprise an optical pumping source comprising one or more blue LED's; a transparent
4 plate; and a polymer layer comprising red core/shell nanocrystals and green core/shell nanocrys-
5 tals, said red core/shell nanocrystals and green core/shell nanocrystals emitting light in response
6 to exposure to light from said optical pumping source; wherein said layer of red core/shell nano-
7 crystals and green core/shell nanocrystals is positioned between said optical pumping source and
8 said transparent plate.

9 152. On information and belief, the manufacture, use, sale, offer to sell, and/or impor-
10 tation within the United States without authority of the '363 Patent Infringing Devices has in-
11 fringed, and continues to infringe, one or more claims of the '363 patent, including but not lim-
12 ited to claim 1, pursuant to 35 U.S.C. § 271(a).

13 153. On information and belief, QDV knew of the direct infringement of the '363 pa-
14 tent, or was willfully blind to this fact.

15 154. Nanosys is entitled to injunctive relief and damages in accordance with 35 U.S.C.
16 §§ 271, 281, 283, and 284.

17 155. On information and belief, QDV has infringed the '363 patent as alleged above
18 despite having prior knowledge of the patent and its infringement of the patent, and has acted
19 with willful, intentional, and reckless disregard of the objectively high likelihood that its acts
20 constitute infringement of the '363 patent. On information and belief, the infringement of the
21 '363 patent has been and continues to be willful, entitling Nanosys to enhanced damages under
22 35 U.S.C. § 284 and also a finding that this case is exceptional, entitling Nanosys to an award of
23 its reasonable attorneys' fees under 35 U.S.C. § 285.

24 **COUNT XIII- INFRINGEMENT OF U.S. PATENT NO. 9,182,621**

25 156. Plaintiffs incorporate and reallege paragraphs 1-33 above as if fully set forth here-
26 in.

27 157. U.S. Patent No. 9,182,621 (the "'621 patent") entitled "Electronic displays using
28 optically pumped luminescent semiconductor nanocrystals" was duly and legally issued by the

1 U.S. Patent and Trademark Office to UC on November 10, 2015. A true and correct copy of the
2 '621 patent is attached hereto as **Exhibit 13.**

3 158. Nanosys has an exclusive license to the '621 patent and has all substantial rights
4 to enforce and license the '621 patent in its own name.

5 159. The '621 patent is valid and enforceable.

6 160. On information and belief, QDV knew or should have known about the '621 pa-
7 tent and its infringement of that patent. On information and belief, QDV's founders and key em-
8 ployees were, at least, aware of and knowledgeable about developments and advances in the field
9 and patent filings through their activities conducted through industry conferences, research, and
10 development. On information and belief, QDV knew or should have known about the '621 pa-
11 tent through disclosures made during discussions between Nanosys and QDV in 2009, and there-
12 fore knew or should have known about its infringement of that patent. At least as of the time
13 QDV was served with this Complaint, QDV has been fully aware of the '621 patent.

14 161. On information and belief, QDV has contributed to and/or induced infringement,
15 and continues to contribute to and/or induce infringement of, at least claim 1 of the '621 patent,
16 pursuant to 35 U.S.C. §§ 271(b) and (c), at least by providing encouragement, instructions, pro-
17 tocols, and written guidance to its customers about how to incorporate a quantum dot product
18 marketed by QDV under the trade name Color IQ (the "'621 Infringing Component") into certain
19 color display apparatuses ("the '621 Infringing Devices"), which directly infringe at least claim 1
20 of the '621 patent.

21 162. On information and belief, QDV provides the '621 Infringing Component to its
22 customers with the knowledge and specific intent that they use it to practice the patented method
23 to create the '621 Infringing Devices. On information and belief, QDV knows and specifically
24 intends that using the '621 Infringing Component to practice the patented method to create the
25 '621 Infringing Devices directly infringes the '621 patent. On information and belief, QDV ad-
26 vertises the benefits of the '621 Infringing Component and promotes the import and use of the
27 '621 Infringing Devices through accompanying documentation, marketing, distribution, and
28 sales activities, some of which are documented on QDV's website at <http://www.coloriq.com/>.

1 On information and belief, the '621 Infringing Component is especially made or especially
2 adapted for infringing use and there are no substantially non-infringing uses of the '621 Infring-
3 ing Component.

4 163. On information and belief, QDV has infringed the '621 patent because it actively
5 contributed to and/or induced, and is actively contributing to and/or inducing, its actual and pro-
6 spective customers, including but not limited to electronic display companies, to directly infringe
7 the '621 patent.

8 164. On information and belief, the '621 Infringing Devices include at least the Sony
9 XBR-55X900A television, the Philips Monitors 27" 276E6ADSS monitor, the Hisense 55"
10 ULED K7100 television, and the TCL H9700 television.

11 165. The '621 Patent Infringing Devices directly infringe, literally and/or through the
12 doctrine of equivalents, at least claim 1 because they comprise at least color display apparatuses
13 that are made by the method of providing an optical pumping source comprising one or more
14 blue LED's; placing a layer of quantum dots over said optical pumping source, said quantum dots
15 emitting light in response to exposure to light from said optical pumping source; and placing a
16 transparent plate over said layer of quantum dots such that said layer of quantum dots is posi-
17 tioned between said optical pumping source and said transparent plate.

18 166. On information and belief, the manufacture, use, sale, offer to sell, and/or impor-
19 tation within the United States without authority of the '621 Patent Infringing Devices has in-
20 fringed, and continues to infringe, one or more claims of the '621 patent, including but not lim-
21 ited to claim 1, pursuant to 35 U.S.C. § 271(a).

22 167. On information and belief, QDV knew of the direct infringement of the '621 pa-
23 tent, or was willfully blind to this fact.

24 168. Nanosys is entitled to injunctive relief and damages in accordance with 35 U.S.C.
25 §§ 271, 281, 283, and 284.

26 169. On information and belief, QDV has infringed the '621 patent as alleged above
27 despite having prior knowledge of the patent and its infringement of the patent, and has acted
28 with willful, intentional, and reckless disregard of the objectively high likelihood that its acts

1 constitute infringement of the '621 patent. On information and belief, the infringement of the
2 '621 patent has been and continues to be willful, entitling Nanosys to enhanced damages under
3 35 U.S.C. § 284 and also a finding that this case is exceptional, entitling Nanosys to an award of
4 its reasonable attorneys' fees under 35 U.S.C. § 285.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor
7 and against QDV on this Complaint as follows:

- 8 A. A judgment that QDV has infringed and continues to infringe, contribute to,
9 and/or induce the infringement of the '229, '901, '112, '113, '291, '337, '098,
10 '359, '152, '153, '524, '363, and/or '621 patents under at least 35 U.S.C.
11 §§ 271(a), (b), and/or (c), and that such infringement was willful;
- 12 B. Preliminary and permanent injunctive relief prohibiting QDV and its officers,
13 agents, representatives, assigns, licensees, distributors, employees, customers, re-
14 lated entities, and all those acting in privity or acting in concert with them, from:
- 15 1) infringing, inducing, and/or contributing to the infringement of any of the
16 claims of the '229, '901, '112, '113, '291, '337, '098, '359, '152, '153,
17 '524, '363, and/or '621 patents; and
- 18 2) soliciting any new business or new customers using any information or
19 materials derived from infringement of these patents;
- 20 C. An award of monetary damages, including both lost profits and a reasonable roy-
21 alty, to be obtained from any and all of QDV's assets, sufficient to compensate
22 Plaintiffs for QDV's past, ongoing, and/or future patent infringement that has, is,
23 or may occur prior to entry of an injunction prohibiting such activity, together
24 with prejudgment and postjudgment interest, pursuant to at least 35 U.S.C. § 284;
- 25 D. An order directing QDV to deliver to Plaintiffs, for destruction at Plaintiffs' op-
26 tion, all products that infringe, contribute to, and/or induce the infringement of the
27 '229, '901, '112, '113, '291, '337, '098, '359, '152, '153, '524, '363, and/or '621
28 patents.

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- E. An award of enhanced damages, to be obtained from any and all of QDV’s assets, of three times the amount found or assessed for QDV’s willful patent infringement, pursuant to 35 U.S.C. § 284, including prejudgment and postjudgment interest on such damages;
- F. An order finding this case exceptional and awarding Plaintiffs their attorneys’ fees, to be obtained from any and all of QDV’s assets, pursuant to 35 U.S.C. § 285, including prejudgment interest on such fees;
- G. An accounting and supplemental damages for all damages occurring after the period for which damages discovery is taken, and after discovery closes, through the Court’s decision regarding the imposition of a permanent injunction;
- H. An award of Plaintiffs’ costs and expenses of this suit as prevailing parties, to be obtained from any and all of QDV’s assets; and
- I. Any other relief that the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs hereby demand a trial by jury on all issues so triable.

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Dated: April 14, 2016

Respectfully submitted,

LATHAM & WATKINS LLP

By /s/ Douglas E. Lumish
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James L. Day
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Attorneys for Plaintiff THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA

ATTESTATION

Pursuant to Local Rule 5-1(i)(3), I hereby attest that the concurrence in the filing of this document has been obtained from the other signatory, which shall serve in lieu of his signature.

Dated: April 14, 2016

By /s/ Douglas E. Lumish
Douglas E. Lumish