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14 Attorneys for Plaintiff  
 15 XILINX, INC.

16 UNITED STATES DISTRICT COURT  
 17 NORTHERN DISTRICT OF CALIFORNIA

19 **XILINX, INC.,**  
 20 **Plaintiff,**  
 21 **v.**  
 22 **GODO KAISHA IP BRIDGE 1,**  
 23 **Defendant.**

**Case No.**  
**COMPLAINT FOR DECLARATORY**  
**JUDGMENT OF PATENT NON-**  
**INFRINGEMENT**  
**DEMAND FOR JURY TRIAL**

24  
 25 Xilinx, Inc. (“Xilinx” or “Plaintiff”), by and through its undersigned counsel, complains  
 26 against Godo Kaisha IP Bridge 1 (“IP Bridge” or “Defendant”) as follows:

27 **NATURE OF THE ACTION**

28 1. This is an action for declaratory judgment of patent non-infringement arising under

1 the patent laws of the United States, Title 35 of the United States Code.

2 **THE PARTIES**

3 2. Xilinx is a Delaware corporation with its principal place of business at 2100 Logic  
4 Drive, San Jose, California 95124.

5 3. Xilinx is engaged in the business of designing and developing All Programmable  
6 FPGAs, SoCs, MPSoCs, and 3D ICs, which uniquely enables applications that are both software  
7 defined and hardware optimized – powering industry advancements in Cloud Computing, 5G  
8 Wireless, Embedded Vision, and Industrial IoT.

9 4. Xilinx is a fabless company – meaning that it does not manufacture or fabricate  
10 any of its programmable integrated circuit products. Instead, Xilinx contracts third party  
11 semiconductor manufacturing companies to manufacture or fabricate all of its programmable  
12 integrated circuit products.

13 5. Upon information and belief, IP Bridge is a Japanese Corporation with its principal  
14 place of business at c/o Sakura Sogo Jimusho, 1-11 Kanda Jimbocho, Chiyoda-ku, Tokyo, 101-  
15 0051, Japan.

16 6. Upon information and belief, IP Bridge was created and funded by the Japanese  
17 government and Japanese private corporations.

18 7. Upon information and belief, IP Bridge is engaged in the business of acquiring  
19 patents and generating revenue by enforcing those patents against operating companies, including  
20 California companies and companies with principal places of business in the State of California  
21 and in the Northern District of California. IP Bridge purports to own over 3,500 patents.

22 **JURISDICTION AND VENUE**

23 8. This action arises under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 *et seq.*,  
24 and under the patent laws of the United States, Title 35 of the United States Code.

25 9. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338,  
26 1367, 2201, and 2202.

27 10. This Court has personal jurisdiction over IP Bridge by virtue of its sufficient  
28 minimum contacts with this forum as a result of the business it conducts within the State of

1 California and within the Northern District of California as detailed below.

2 11. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b)-(c).

3 **INTRADISTRICT ASSIGNMENT**

4 12. For purposes of intradistrict assignment pursuant to Civil Local Rules 3-2(c) and  
5 3-5(b), this Intellectual Property Action is to be assigned on a district-wide basis.

6 **IP BRIDGE'S PATENT ASSERTION AND OTHER ACTIVITIES IN THE NORTHERN**  
7 **DISTRICT OF CALIFORNIA**

8 **IP Bridge Accuses Xilinx of Infringement and Repeatedly Threatens Litigation**

9 13. On June 7, 2016, IP Bridge first accused Xilinx of patent infringement and  
10 threatened litigation against Xilinx by having its outside litigation counsel, Michael Shore, notify  
11 Xilinx that IP Bridge, "a patent aggregator for Japanese technology companies controlled by [the]  
12 Japanese government," believes it "has patents infringed by [] Xilinx." IP Bridge's counsel  
13 explained that he "had recently sued Omnivision for" IP Bridge.

14 14. On June 8, 2016, to further pressure Xilinx into IP Bridge's demands, IP Bridge's  
15 counsel informed Xilinx that while a "pre-suit deal can be for an applicable portfolio within the  
16 fields of use[, p]ost-suit the license is only for the patents involved in the suit .... Our fees triple if  
17 we have to file suit, so that also factors into the cost of any deal."

18 15. The parties subsequently negotiated a Forbearance and Confidentiality Agreement  
19 ("Forbearance Agreement") to discuss IP Bridge's patent infringement allegations and licensing  
20 demands. The Forbearance Agreement provided, among other things, that, during the term of the  
21 Forbearance Period, IP Bridge would not file any lawsuit against Xilinx based upon IP Bridge's  
22 patents relating to semiconductor technology and Xilinx would not file a lawsuit in federal district  
23 court requesting a declaration that Xilinx does not infringe any of those patents. The Forbearance  
24 Agreement was amended twice to ultimately have the Forbearance Period expire on January 31,  
25 2017.

26 16. The negotiations leading to and resulting from the Forbearance Agreement were  
27 conducted under the constant threat of litigation.

28 17. By July 1, while the parties were still negotiating the Forbearance Agreement, IP

1 Bridge's counsel was already instructing Xilinx's counsel to "[t]ell your client IPB's terms or we  
2 just sue."

3 18. On October 1, when IP Bridge grew dissatisfied with Xilinx's responsiveness in  
4 connection with an extension of the Forbearance Agreement, IP Bridge threatened that it was  
5 "[t]ime to file suit, I guess." IP Bridge continued to threaten Xilinx and on October 3 stated that  
6 "IP Bridge is filing suit in light of the lack of progress," and asked Xilinx counsel to accept  
7 service or put IP Bridge in touch with "litigation counsel." IP Bridge threatened that it "will file  
8 one minute after the forbearance period ends," warned that "[i]f Xilinx is too busy to take the  
9 matter seriously, maybe a suit will provide the necessary incentive," and concluded that "[e]ither  
10 [Xilinx] agree to extend and meet or we just file the suit."

11 19. On November 23, IP Bridge threatened that Xilinx had two choices—"a  
12 reasonable business solution or the start of litigation." IP Bridge used the threat of sprawling  
13 litigation in an effort to convince Xilinx that it had no choice at all. As IP Bridge put it, "[t]here  
14 are too many patents, too many claims and too many jurisdictions to defend for a battle to make  
15 any sense to Xilinx."

16 20. Between September 21 and December 15, 2016, IP Bridge identified twenty-two  
17 patents that it alleges Xilinx infringes through the manufacture, sale, use, and/or importation of  
18 certain programmable integrated circuits (including Xilinx's Virtex-4, Virtex-5, Virtex-6, Virtex-  
19 7, and Kintex-7 products). Specifically, IP Bridge alleges that Xilinx infringes U.S. Patent Nos.  
20 5,989,992; 6,197,696; 6,287,973; 6,483,151; 6,492,665; 6,538,324; 6,653,731; 6,873,052;  
21 6,969,915; 7,265,450; 7,279,727; 7,417,289; 7,525,189; 7,564,102; 7,709,900; 7,728,439;  
22 7,893,501; 7,053,461; 8,203,186; 8,278,763; RE 39,932; and RE 41,980 (collectively, the  
23 "Asserted Patents"). In support of its accusations, IP Bridge has provided Xilinx claim charts  
24 setting forth its infringement theories for each of the Asserted Patents.

25 21. While IP Bridge agreed to not present additional patents beyond the Asserted  
26 Patents after December 15, 2016, IP Bridge emphasized that "this does not mean that IP Bridge  
27 will not litigate additional patents if the parties cannot agree."

28 22. On January 12, 2017 IP Bridge provided Xilinx with a voluminous list of patents

1 that it was offering to license to Xilinx. The list of patents included the Asserted Patents as well  
2 as over 900 other U.S. and foreign patents. Approximately a third of the listed patents are  
3 identified as “inactive.”

4 23. On January 18, 2017, following a meeting between IP Bridge and Xilinx in San  
5 Jose, California, IP Bridge threatened to file a patent infringement lawsuit against Xilinx the day  
6 the Forbearance Agreement terminated. IP Bridge’s counsel stated that IP Bridge would “likely  
7 file in Guam” as it is “at least ‘two orders of magnitude’ more convenient for my clients than any  
8 court on the mainland” and “the President of the Guam bar is Alfonso’s [who also represents IP  
9 Bridge] classmate.”

10 24. IP Bridge made clear that its strategy was to drive up Xilinx’s litigation costs. IP  
11 Bridge threatened additional lawsuits against Xilinx in “other suit locations, Beijing and Tokyo  
12 where Xilinx and IP Bridge will be battling.” IP Bridge contended that, to respond to this  
13 onslaught of litigation, Xilinx would need to hire high-priced co-counsel, which would “add to  
14 Xilinx’s pain by at least a well deserved ‘two orders of magnitude.’”

15 25. On January 30, 2017, IP Bridge continued its threatened litigation, stating that the  
16 “first suit” in the United States would be “filed later this week,” followed by lawsuits in China  
17 and Japan.

18 26. The following day, January 31, 2017, IP Bridge threatened that the “FIRST action”  
19 will only “represent the ‘first wave’ of an onslaught of patents to be asserted, and the filing of  
20 suits will continue around the world in subsequent waves until Xilinx makes a reasonable  
21 proposal to resolve the matter” and that “[t]his is going to be war.” IP Bridge then directed its  
22 threats at in-house counsel for Xilinx, stating “[i]t is your career on the line, and if you think you  
23 can win the cases around the world in a cost-effective matter compared to a deal now, you  
24 deserve what you get.”

25 27. As a result of IP Bridge’s threats, Xilinx has no alternative but to seek judicial  
26 relief.

27 28. IP Bridge maintains that Xilinx must take a license to the Asserted Patents, to  
28 lawfully continue the manufacture, sale, use, and/or importation of certain programmable

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