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11 **UNITED STATES DISTRICT COURT**

12 **NORTHERN DISTRICT OF CALIFORNIA**

13 QUICKLOGIC CORPORATION,

14 Plaintiff,

15 v.

16 KONDA TECHNOLOGIES, INC., AND
17 VENKAT KONDA,

18 Defendants.

19 Case No. 5:21-cv-4657

20 **COMPLAINT FOR DECLARATORY
21 JUDGMENT OF NONINFRINGEMENT
22 AND NON-BREACH OF CONTRACT**

23 **DEMAND FOR JURY TRIAL**

1 Plaintiff QuickLogic Corporation (“QuickLogic”) seeks a declaratory judgment that it has
2 not breached any contractual commitment or infringed on any claim of patents as asserted by Konda
3 Technologies, Inc. through the actions of its CEO, Venkat Konda (collectively, “Defendants”).

4 There is a live and existing controversy between the parties to this lawsuit. Between April
5 and May, 2021, Defendants sent a series of communications to QuickLogic alleging that QuickLogic
6 infringed patents identified in the Konda Technologies FPGA Interconnect Patent Portfolio (“Patent
7 Portfolio”, Exhibit 2)¹ and breached a 2010 Consulting and License Agreement between the parties
8 (“the 2010 Agreement”, Exhibit 3).

9 After several communications, Defendants sent a cease and desist letter alleging
10 unauthorized use of the Patent Portfolio and violation of the 2010 Agreement. (Exhibit 5.) For its
11 part, QuickLogic repeatedly offered to discuss Defendants’ allegations to seek informal resolution.
12 (Exhibit 6.) Defendants did not engage with QuickLogic to resolve the matter and continued to
13 assert, without explanation, particularity or specificity, that QuickLogic was improperly using
14 Defendants’ patents and violating the 2010 Agreement. Thus, QuickLogic seeks a declaration from
15 this Court that its activities are not infringing the Asserted Patents or violating the 2010 Agreement.

16 INTRODUCTION

17 1. This is an action for a declaratory judgment arising under the patent laws of the
18 United States, Title 35 of the United States Code. QuickLogic seeks a declaratory judgment that it
19 does not infringe any claim of the Asserted Patents. The action arises from a real and immediate
20 controversy between the QuickLogic and the Defendants as to whether QuickLogic infringes any
21 claims of the Asserted Patents.

22 2. On April 30, 2021 the Defendants emailed the CEO of QuickLogic inquiring
23 whether QuickLogic was violating the 2010 Agreement through its involvement with an open
24 source initiative. (Exhibit 1.) The CEO of QuickLogic replied that because QuickLogic “did not
25 commercialize” the Defendants’ “architecture,” QuickLogic did not violate the 2010 Agreement

26
27 ¹ The 2010 Agreement licensed to QuickLogic certain patent rights and Defendants’ recent
28 assertions do not challenge that QuickLogic is licensed to use those rights. As described later in
this Complaint, the patents at issue in this case are the “Asserted Patents.”

1 and thus did not infringe the Patent Portfolio. (Exhibit 1.) Defendants proceeded to send additional
2 emails asking for response to their assertion that QuickLogic did use the Patent Portfolio. (Exhibit
3 1.) After back and forth communication, Defendants sent a cease and desist letter alleging (1)
4 unauthorized use of the Patent Portfolio and (2) violation of the 2010 Agreement. (Exhibit 5.) The
5 letter concludes with an explicit statement that “this letter serves as a pre-suit notice for a lawsuit
6 against you.” (Exhibit 5.) Therefore, because of the Defendants’ threat of suit, QuickLogic
7 believes there is an immediate, substantial, and judiciable controversy whether its programmable
8 logic products infringe the Asserted Patents and whether it has breached the 2010 Agreement.

9 3. The threat of an imminent lawsuit is bolstered by Defendants’ history of bringing
10 suits on similar grounds. Defendants’ website demonstrates their strong emphasis and focus on its
11 multiple past and present suits against alleged patent infringers. (Exhibit 7.) Eight out of fifteen
12 substantive pages of the website are devoted to narrative updates of the suits brought against
13 alleged “fraudsters.” (Exhibit 7.) Because of the Defendants’ track record, it is very likely the
14 threat of suit in the cease and desist letter is very real. Therefore, a declaratory judgment of patent
15 noninfringement would resolve a real and very immediate controversy.

16 4. The Defendants’ actions have created a real and immediate controversy between
17 the Defendants and QuickLogic as to whether their products and/or services infringe any claims of
18 the Asserted Patents and as to whether QuickLogic has breached the 2010 Agreement. The facts
19 and allegations recited herein show that there is a real, immediate, and justiciable controversy
20 concerning these issues.

21 THE PARTIES

22 5. QuickLogic Corporation is a Delaware corporation with a place of business at 2220
23 Lundy Ave., San Jose, California 95131.

24 6. On information and belief, Konda Technologies, Inc. is a company incorporated
25 and registered under the laws of California with a principal place of business in San Jose,
26 California. Konda Technologies holds itself out as an intellectual property licensing company, a
27 non-practicing entity.

28 7. On information and belief, Venkat Konda is an individual who resides in Santa

1 Clara County, California. On information and belief, Venkat Konda is the CEO of Konda
2 Technologies, Inc.

3 **JURISDICTIONAL STATEMENT**

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

6 9. This Court has subject matter jurisdiction over the claims alleged in this action
7 under 28 U.S.C. §§ 1331, 1338, 1367, 2201, and 2202 because this Court has exclusive
8 jurisdiction over declaratory judgment claims arising under the patent laws of the United States
9 pursuant to 28 U.S.C. §§ 1331, 1338, 2201, and 2202. This Court also has supplemental
10 jurisdiction over the declaratory judgment claim of non-breach of the 2010 Agreement under 28
11 U.S.C. § 1367 because it is related to the patent noninfringement claims such that they form part
12 of the same case or controversy to which this court has exclusive jurisdiction over pursuant to 28
13 U.S.C. §§ 1331, 1338, 1367, 2201, and 2202.

14 10. This Court can provide the declaratory relief sought in this Complaint because an
15 actual case and controversy exists between the parties within the scope of this Court's jurisdiction
16 pursuant to 28 U.S.C. § 2201. As described in this Complaint, an actual case and controversy
17 exists at least because Defendants' have asserted that QuickLogic infringes the Patent Portfolio
18 and has breached the 2010 Agreement. Further, Defendants specified in a cease and desist letter
19 that the letter served "as a pre-suit notice for a lawsuit" and that the Defendants "will have no
20 choice but to pursue all legal causes of action" if the Plaintiffs did not comply with the letter's
21 demands. (Exhibit 5.)

22 11. This Court has personal jurisdiction over the Defendants because the Defendants
23 have engaged in actions in this District that form the basis of the Plaintiff's claims against the
24 Defendants. First, Konda Technologies, Inc. is incorporated in the state and has its primary place
25 of business in the District. Therefore, Konda Technologies, Inc. is subject to general personal
26 jurisdiction. Second, the Defendants have entered into several contracts with QuickLogic in the
27 District. Third, the Defendants have availed themselves of the District by bringing suit against
28 another company, alleging infringement of the U.S. Patent No. 10,003,553. (*See, e.g.*, Case No.

1 5:18-cv-07581-LHK.) Fourth, alleging unauthorized use of the Patent Portfolio and violation of
2 the 2010 Agreement entered into within the District, the Defendants have sent an email cease and
3 desist letter, which the Defendants characterized as pre-suit notice for a lawsuit.

4 12. Therefore, the Defendants have availed themselves of the District and have created
5 a real, live, immediate, and justiciable case or controversy between the Defendants and the
6 Plaintiff.

7 13. In doing so, the Defendants have established sufficient minimum contacts with the
8 Northern District of California such that the Defendants are subject to specific personal
9 jurisdiction in this action. Further, the exercise of personal jurisdiction based on these repeated and
10 pertinent contacts does not offend traditional notions of fairness and substantial justice.

11 14. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400, including
12 because, under Ninth and Federal Circuit law, venue in declaratory judgment actions for
13 noninfringement of patents is determined under the general venue statute, 28 U.S.C. § 1391.

14 15. Under 28 U.S.C. § 1391(b)(1), venue is proper in any judicial district where a
15 defendant resides, if all defendants are residents of the State in which the district is located.
16 Entities with the capacity to sue and be sued, such as the Defendants, are deemed to reside, if
17 defendants, in any judicial district in which such defendants are subject to the court's personal
18 jurisdiction with respect to the civil action in question under 28 U.S.C. § 1391(c).

19 16. As discussed above, on information and belief Defendant Konda is domiciled
20 within the Northern District of California and is therefore deemed to reside within this District
21 under 28 U.S.C. § 1391. Moreover, the Defendants are subject to personal jurisdiction with respect
22 to this action in the Northern District of California, and thus, at least for the purposes of this
23 action, the Defendants reside in the Northern District of California and venue is proper under 28
24 U.S.C. § 1391.

25 17. Venue is also proper in this judicial district under 28 U.S.C. § 1400(b) because
26 Defendants are located in this judicial district and Konda Technologies, Inc. is incorporated in
27 California. Venue is also proper because the alleged acts giving rise to the infringement
28 allegations all took place in this District.

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