

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

GODO KAISHA IP BRIDGE 1, )  
 )  
 Plaintiff, )  
 ) C.A. No. 16-290-JFB-SRF  
 v. )  
 ) **JURY TRIAL DEMANDED**  
 OMNIVISION TECHNOLOGIES, INC., )  
 )  
 Defendant. )

**DEFENDANT OMNIVISION TECHNOLOGIES, INC.’S  
ANSWER TO FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Defendant OmniVision Technologies, Inc. (“OmniVision”) hereby answers Plaintiff Godo Kaisha IP Bridge 1’s (“IP Bridge”) First Amended Complaint for Patent Infringement (“Complaint”), on personal knowledge as to its own activities and on information and belief as to the activities of others, as follows:

**THE PARTIES**

1. OmniVision lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint, and on that basis denies them.
2. OmniVision admits that it is a corporation organized and existing under the laws of the State of Delaware, and has a principal place of business at 4275 Burton Drive, Santa Clara, California 95054. Except as expressly admitted, OmniVision denies the allegations contained in paragraph 2 of the Complaint.

**JURISDICTION AND VENUE**

3. OmniVision admits that the complaint purports to allege an action for patent infringement under the patent laws of the United States of America, Title 35 of the United States. While parties cannot confer subject matter jurisdiction on a federal court, OmniVision admits

this Court has subject matter jurisdiction over an action for patent infringement pursuant to 28 U.S.C. §§ 1331 and 1338(a). Except as expressly admitted, OmniVision denies the allegations contained in paragraph 3 of the Complaint.

4. OmniVision does not contest personal jurisdiction in the District of Delaware. OmniVision admits that it is a corporation organized and existing under the laws of the State of Delaware. OmniVision admits that it has a registered agent for service of process in the State of Delaware. Except as expressly admitted, OmniVision denies the allegations contained in paragraph 4 of the Complaint.

5. OmniVision does not contest personal jurisdiction in the District of Delaware. Except as expressly admitted, OmniVision denies the allegations contained in paragraph 5 of the Complaint.

6. For the purpose of this action only, OmniVision admits that venue is proper in the District of Delaware pursuant to 28 U.S.C. §§ 1391(b) and 1400(b). Except as expressly admitted, OmniVision denies the allegations contained in paragraph 6 of the Complaint.

#### **PATENTS-IN-SUIT**

7. OmniVision admits that Exhibit A to the Complaint purports to be a copy of U.S. Patent No. 6,583,324 (“the ’324 patent”). OmniVision further admits that, on its face, the ’324 patent is entitled “Multi-layered wiring layer and method of fabricating the same,” has an issue date of March 25, 2003. OmniVision lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 7 of the Complaint, and on that basis denies them.

8. OmniVision admits that Exhibit B to the Complaint purports to be a copy of U.S. Patent No. 6,794,677 (“the ’677 patent”). OmniVision further admits that, on its face, the ’677

patent is entitled “Semiconductor integrated circuit device and method for fabricating the same,” has an issue date of September 21, 2004. OmniVision lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 8 of the Complaint, and on that basis denies them.

9. OmniVision admits that Exhibit C to the Complaint purports to be a copy of U.S. Patent No. 6,709,950 (“the ’950 patent”). OmniVision further admits that, on its face, the ’950 patent is entitled “Semiconductor device and method of manufacturing the same,” has an issue date of March 23, 2004. OmniVision lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 9 of the Complaint, and on that basis denies them.

10. OmniVision admits that Exhibit D to the Complaint purports to be a copy of U.S. Patent No. 8,084,796 (“the ’796 patent”). OmniVision further admits that, on its face, the ’796 patent is entitled “Solid state imaging apparatus, method for driving the same and camera using the same,” has an issue date of December 27, 2011. OmniVision lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 10 of the Complaint, and on that basis denies them.

11. OmniVision admits that Exhibit E to the Complaint purports to be a copy of U.S. Patent No. 8,106,431 (“the ’431 patent”). OmniVision further admits that, on its face, the ’431 patent is entitled “Solid state imaging apparatus, method for driving the same and camera using the same,” has an issue date of January 31, 2012. OmniVision lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 11 of the Complaint, and on that basis denies them.

12. OmniVision admits that Exhibit F to the Complaint purports to be a copy of U.S. Patent No. 8,378,401 (“the ’401 patent”). OmniVision further admits that, on its face, the ’401 patent is entitled “Solid state imaging apparatus, method for driving the same and camera using the same,” has an issue date of February 19, 2013. OmniVision lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 12 of the Complaint, and on that basis denies them.

13. OmniVision admits that Exhibit G to the Complaint purports to be a copy of U.S. Reissue Patent No. 41,867 (“the ’867 patent”). OmniVision further admits that, on its face, the ’867 patent is entitled “MOS image pick-up device and camera incorporating same,” has an issue date of October 26, 2010. OmniVision lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 13 of the Complaint, and on that basis denies them.

14. OmniVision admits that the ’324, ’677, ’950, ’796, ’431, ’401, and ’867 patents are collectively referred to as the “IP Bridge patents” in the Complaint.

#### **NOTICE AND PRE-SUIT NEGOTIATIONS**

15. OmniVision lacks knowledge or information sufficient to form a belief as to the truth of the allegations regarding IP Bridge policy contained in paragraph 15 of the Complaint, and on that basis denies them. OmniVision admits that counsel for OmniVision and counsel for IP Bridge engaged in pre-lawsuit discussions. Except as expressly admitted, OmniVision denies the allegations contained in paragraph 15 of the Complaint.

16. OmniVision denies the allegations contained in paragraph 16 of the Complaint.

17. OmniVision admits that counsel for OmniVision and counsel for IP Bridge engaged in pre-lawsuit discussions. Except as expressly admitted, OmniVision denies the allegations contained in paragraph 17 of the Complaint.

18. OmniVision admits that on March 28, 2016, counsel for IP Bridge sent OmniVision's counsel purported claim charts identifying the OmniVision OV8858 image sensor and documents purporting to be copies the '324, '677, '950, '796, '431, '401, and '867 patents. Except as expressly admitted, OmniVision denies the allegations contained in paragraph 18 of the Complaint.

19. OmniVision admits that counsel for IP Bridge sent OmniVision's counsel additional purported claim charts, certain of which identify the OmniVision OV23850 image sensor, the OmniVision OV4689 image sensor, the OmniVision OV8850 image sensor, the OmniVision OV5650 image sensor, and the OmniVision OV10640 image sensor. Except as expressly admitted, OmniVision denies the allegations contained in paragraph 19 of the Complaint.

20. OmniVision denies the allegations contained in paragraph 20 of the Complaint.

21. OmniVision admits that on April 7, 2016, counsel for OmniVision sent a letter to IP Bridge's counsel informing IP Bridge that OmniVision was no longer available to meet on April 20, 2016. Except as expressly admitted, OmniVision denies the allegations contained in paragraph 21 of the Complaint.

22. OmniVision admits that on April 12, 2016, counsel for IP Bridge sent an email informing OmniVision's counsel that IP Bridge considered OmniVision in breach of the Forbearance Agreement. Except as expressly admitted, OmniVision denies the allegations contained in paragraph 22 of the Complaint. OmniVision explicitly denies that it breached or

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