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**2008**

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**PATENT RIGHTS:**  
**AN EVOLVING LANDSCAPE**

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- DANIEL J. FURNISS
- GARY H. RITCHEY

# TAB ONE

## PATENT RIGHTS: An Evolving Landscape

Note: The views expressed are solely those of the author and do not necessarily reflect the views of any client or the firm.

*Presented by:*

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January 10, 2008

## OUTLINE OF TOPICS

- ▶ RAND Licensing and Injunctions
- ▶ Compulsory Licenses
- ▶ Damages for Component Patents
- ▶ Injunctive Relief for Non-Practicing Patentees
- ▶ Factors for Injunctive Relief

## RAND LICENSING AND INJUNCTIONS

### What is RAND Licensing?

- ▶ Standard Setting Organizations (“SSOs”) typically request a “letter of assurance” (“LOA”) from potential patent owners.
- ▶ The rules are broadly interpreted – LOA’s are typically requested from scores of patent owners – and many listed patents actually don’t apply.
- ▶ Patentees are asked to license for free, or at “reasonable, non-discriminatory” rates (RAND).

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## RAND LICENSING AND INJUNCTIONS

### What is RAND Licensing?

- ▶ “Non-discriminatory” presumably means treating like-situated parties in substantially the same way.
- ▶ The meaning of “reasonable” is much less clear:
  - “A RAND commitment is of limited value in the absence of objective benchmarks that make clear the concrete terms or range of terms that are deemed to be reasonable and non-discriminatory.” D. Swanson & W. Baumol, “Reasonable and Nondiscriminatory (RAND) Royalties, Standards Selection, and Control of Market Power, 73 Antitrust L.J. 1, at 3.
  - “It is all well and good to propose that SSOs require licensing on reasonable and nondiscriminatory terms. But without some idea of what those terms are, reasonable and non-discriminatory licensing loses much of its meaning.” M. Lemley, “Intellectual Property Rights and Standard-Setting Organizations,” 90 California Law Review 1889, note 9, at 38 (2002).

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## RAND LICENSING AND INJUNCTIONS

### Are Injunctions Inconsistent with RAND?

- ▶ There is virtually no law interpreting RAND commitments in specific cases.
- ▶ A refusal to license a party *ab initio* would likely violate a RAND agreement. Miller, "Standard Setting, Patents, and Access Lock-In: RAND Licensing and the Theory of the Firm," 40 Ind. L. Rev. 351 (2007).
- ▶ But, what if patentee offers a license and the accused infringer refuses to license, or even negotiate?
- ▶ How are "reasonableness" and "non-discriminatory" determined?
- ▶ Can accused infringer "accept" after losing at trial?
- ▶ What if the accused infringer makes a counter-offer that is not accepted?
- ▶ If any assertion is made that a RAND obligation exists and was not met, will this impact whether an injunction can issue?
- ▶ How would it be determined whether a RAND obligations exists and whether it was violated?

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## RAND LICENSING AND INJUNCTIONS

### Are Injunctions Inconsistent with RAND?

#### Strong Historical Precedent Supports An Injunction:

- ▶ "From at least the early 19th century, courts have granted injunctive relief upon a finding of infringement in the vast majority of patent cases. This 'long tradition of equity practice' is not surprising, given the difficulty of protecting a right to exclude through monetary remedies that allow an infringer to use an invention against the patentee's wishes--a difficulty that often implicates the first two factors of the traditional four-factor test. . . . When it comes to discerning and applying those standards, in this area as others, 'a page of history is worth a volume of logic.'"  
  
Roberts, C.J., concurring opinion in *eBay v. MercExchange*, 126 S.Ct. at 1841 (2006) (joined by Scalia and Ginsburg).

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## RAND LICENSING AND INJUNCTIONS

### Are Injunctions Inconsistent with RAND?

- ▶ In *CSIRO v. Buffalo*, 492 F.Supp.2d 600 (ED Tex. 2007), plaintiff argued that a RAND commitment showed a willingness to license, and such a willingness was inconsistent with injunctive relief.
- ▶ On appeal, amici for Buffalo have asserted that a RAND commitment is inconsistent with injunctive relief.
- ▶ If RAND prevents an injunction, then willing RAND licensors would be disadvantaged, since infringers could not be shut down.
- ▶ Absent an injunction, the prospect exists that an infringer who loses at trial could obtain a compulsory license at no worse rate than they would have paid as a willing licensee, perhaps without even being subject to other important license terms.

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## COMPULSORY LICENSE “MATH”

- ▶ *Paice LLC v. Toyota Motor Corporation*
- +
- ▶ *In re Seagate Technology LLC*
- =
- ▶ *Broadcom v. Qualcomm ?*

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## COMPULSORY LICENSES

*Paice LLC v. Toyota Motor Corp.*, 504 F.3d 1293 (Fed. Cir. 2007):

- ▶ *Jury* found damages in the amount of approximately \$25 per accused vehicle.
- ▶ District court declined to enjoin, and instead ordered an ongoing royalty of \$25 per vehicle.
- ▶ Federal Circuit remanded, stating: “[W]ithout any indication as to why that rate is appropriate, we are unable to determine whether the district court abused its discretion.”

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## COMPULSORY LICENSES

*Paice LLC v. Toyota Motor Corp.*, 504 F.3d 1293 (Fed. Cir. 2007):

- ▶ “Under some circumstances, awarding an ongoing royalty for patent infringement in lieu of an injunction may be appropriate. . . .
- ▶ In most cases, where the district court determines that a permanent injunction is not warranted, the district court may wish to allow the parties to negotiate a license amongst themselves regarding future use of a patented invention before imposing an ongoing royalty. Should the parties fail to come to an agreement, the district court could step in to assess a reasonable royalty in light of the ongoing infringement.”

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## COMPULSORY LICENSES

*In re Seagate Technology LLC*, 497 F.3d 1360 (Fed. Cir. 2007):

- ▶ To prove willful infringement, the Federal Circuit held that a patentee must show by clear and convincing evidence that an accused infringer acted with “objective recklessness.” To show objective recklessness, a patentee must show by clear and convincing evidence that the infringer acted despite an objectively high likelihood that its actions constituted infringement of a valid patent. If this threshold objective standard is satisfied, the patentee must also demonstrate that this objectively-defined risk was either known or so obvious that it should have been known to the accused infringer.

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## COMPULSORY LICENSES

*Broadcom Corp. v. Qualcomm Inc.* (Central District of California, Memorandum Decision of 12/31/07):

“The Court finds that the starting point for each patent is the reasonable royalty rate which the jury implicitly accepted in calculating its damage awards under the two patents. The Court finds that trebling is appropriate in the context of a forced license grant to a competitor. By definition, any infringement by Qualcomm after May 29, 2007 is willful, and carried out with a full knowledge of, and in spite of, Broadcom’s rights.”

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## DAMAGES FOR COMPONENT PATENTS

The Issue Is How to Apportion The Benefits Of The Patented Invention Relative To The Other Aspects Of A Complex Product Or Process

- ▶ Royalty Rate. Factor 13 of *Georgia-Pacific Corp. v. U.S. Plywood Corp.*, 318 F.Supp. 1116, 1120 (S.D.N.Y. 1970), concerns distinguishing between patented and non-patented features of an infringing device or process in calculating damages.
- ▶ Royalty Base. The Entire Market Value Rule.

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## DAMAGES FOR COMPONENT PATENTS

The Entire Market Value Rule

- ▶ The entire market value rule “permits recovery of damages based on the value of the entire apparatus containing several features, where the patent related feature is the basis for customer demand.” *State Indus., Inc. v. Mor-Flo Indus., Inc.*, 883 F.2d 1573, 1580 (Fed. Cir. 1989).
- ▶ This rule pertains to the royalty *base*, not the rate.

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## DAMAGES FOR COMPONENT PATENTS

### The Entire Market Value Rule

- ▶ This rule has been subject to considerable criticism, particularly from the electronics industry, where a product may be covered by multiple patents.
- ▶ However, when properly applied by the courts, the rule does not apply unless the patent related feature is the basis for customer demand.

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## DAMAGES FOR COMPONENT PATENTS

### Legislative Changes to the Calculation of Damages?

- ▶ H.R. 1908 proposed to modify the calculation of patent damages as follows:

“Relationship of Damages to Improvements over the Prior Art.—The court shall conduct an analysis to ensure that a reasonable royalty under paragraph (1) is applied only to that economic value properly attributable to the patentee’s specific improvement over the prior art. In a reasonable royalty analysis, the court shall identify all factors relevant to the determination of a reasonable royalty under this subsection, and the court or the jury, as the case may be, shall consider only those factors in making the determination. The court shall exclude from the analysis the economic value of property attributable to the prior art, and other features or improvements, whether or not themselves patented, that contribute economic value to the infringing product or process.”

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## DAMAGES FOR COMPONENT PATENTS

### Legislative Changes to the Calculation of Damages?

- ▶ The damages portion of H.R. 1908 led to the following responses from Chief Judge Paul R. Michel of the Federal Circuit.
- ▶ “[T]he provision on apportioning damages would require courts to adjudicate the economic value of the entire prior art, the asserted patent claims, and also all other features of the accused product or process whether or not patented. This is a massive undertaking for which the courts are ill-equipped.” Letter of May 3, 2007.
- ▶ “In my judgment, this provision would require considerable interpretation that would take years. Meanwhile, confusion and inconsistency would reign, making predictions about damage awards nearly impossible.” Letter of May 21, 2007.
- ▶ “In short, the current provision has the following shortcomings. First, it requires a massive damages trial in every case and does so without an assignment of burden of proof on the proper party and articulation of a clear standard of proof associated with that burden. Second, the analysis required is vastly more complicated than that done under current law. Third, the meaning of various phrases in the bills would be litigated for many years creating an intervening period of great uncertainty that would discourage settlements of disputes without litigation or at least prior to lengthy and expensive trials.” Letter of June 7, 2007.

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## INJUNCTIVE RELIEF FOR NON-PRACTICING PATENTEES

### Irreparable Harm to a Non-Practicing Patentee

- ▶ In *eBay*, the Supreme Court explicitly rejected the conclusion of the district court that “a plaintiff’s willingness to license its patents” and “its lack of commercial activity in practicing the patents” would be sufficient to establish that the patent holder would not suffer irreparable harm absent an injunction. 126 S.Ct. at 1840.
- ▶ Further, the Supreme Court specifically noted that: “For example, some patent holders, such as university researchers or self-made inventors, might reasonably prefer to license their patents, rather than undertake efforts to secure the financing necessary to bring their works to market themselves. Such patent holders may be able to satisfy the four-factor test, and we see no basis for categorically denying them the opportunity to do so.” 126 S.Ct. at 1840.

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## INJUNCTIVE RELIEF FOR NON-PRACTICING PATENTEES

### Irreparable Harm to a Non-Practicing Patentee

- ▶ Although the Supreme Court left the door open for a non-practicing patentee to get an injunction, it gave no guidance as to how a non-practicing patentee could get through the door.
- ▶ The first case to provide such guidance is *CSIRO v. Buffalo*, 492 F.Supp.2d 600 (ED Tex. 2007), now on appeal.

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## INJUNCTIVE RELIEF FOR NON-PRACTICING PATENTEES

### Irreparable Harm to a Non-Practicing Patentee

- ▶ In *CSIRO v. Buffalo*, 492 F.Supp.2d 600 (ED Tex. 2007), the district court found irreparable harm to CSIRO, including (1) harm to its licensing program, (2) research opportunities, and (3) encouragement of others to infringe.

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## INJUNCTIVE RELIEF FOR NON-PRACTICING PATENTEES

### Irreparable Harm to a Non-Practicing Patentee

- ▶ The district court agreed that CSIRO had suffered irreparable harm, stating in part:

“CSIRO has shown that its harm is not merely financial. While CSIRO does not compete with Buffalo for marketshare, CSIRO does compete internationally with other research groups—such as universities—for resources, ideas, and the best scientific minds to transform those ideas into realities. CSIRO’s reputation is an important element in recruiting the top scientists in the world. . . . Delays in funding result in lost research capabilities, lost opportunities to develop additional research capabilities, lost opportunities to accelerate existing projects or begin new projects. Once those opportunities have passed, they are often lost for good, as another entity takes advantage of the opportunity. . . . Thus, the harm of lost opportunities is irreparable. They cannot be regained with future money because the opportunity belongs to someone else.”

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## INJUNCTIVE RELIEF FOR NON-PRACTICING PATENTEES

### Irreparable Harm to a Non-Practicing Patentee

- ▶ Litigation impedes a patentee’s ability to license.
- ▶ The '806 patent issued in 1983, and thus will expire in five years. . . .Plaintiff will be entitled to bring suit to obtain damages for any infringement during those five years. However, this might necessitate a multiplicity of suits, and even a single additional lawsuit could outlast the remaining lifespan of the patent. Plaintiff’s inability to pursue other infringers, or to license its patent, has undoubtedly been impacted by the protracted dispute with Defendant over Defendant’s attacks on the patent’s validity.[n1] To limit Plaintiff to legal redress only would thus deny Plaintiff the opportunity to license the patent during its remaining life, causing further irreparable harm to Plaintiff’s patent rights. *A & L Technology v. Resound Corp.*, 1995 U.S. Dist. Lexis 22442 at 3 (N.D. CA 1995) (emphasis added).
- ▶ “Lots time or effort with respect to research and development due to a present lack of funds cannot be made up later “by throwing money at it.” *American Dental Ass’n. Health Foundation v. Bisco, Inc.*, 24 U.S.P.Q.2d 1524 (N.D. Ill. 1992).

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## FACTORS FOR INJUNCTIVE RELIEF

- ▶ *eBay Inc. v. MercExchange, L.L.C.*, 126 S.Ct. 1837 (2006).

The Supreme Court held that a plaintiff seeking a permanent injunction under the patent laws must satisfy a four-factor test, showing:

- “(1) that it has suffered an irreparable injury;
- (2) that remedies available at law, such as monetary damages, are inadequate to compensate for that injury;
- (3) that, considering the balance of hardships between the plaintiff and defendant, a remedy in equity is warranted; and
- (4) that the public interest would not be disserved by an injunction.”

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## FACTORS FOR INJUNCTIVE RELIEF

Because of the pre-*eBay* presumption of irreparable harm when the right to exclude is violated, the case law on the first and second factors is not well developed. Further, irreparable harm and the inadequacy of monetary damages often seem to collapse, since, for example, irreparable harm may be shown if a patent owner's damages are difficult or impossible to accurately calculate. *Monsanto Co. v. McFarling*, 302 F.3d 1291, 1297 (Fed. Cir. 2002).

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## FACTORS FOR INJUNCTIVE RELIEF

Violation of the right to exclude is not necessarily out of the equation. For example, one court recently stated in regard to the factor of adequacy of monetary relief: “[T]he right to exclude is difficult to value.”

*Broadcom Corp. v. Qualcomm Inc.* (Central District of California, Memorandum Decision of 12/31/07).

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## FACTORS FOR INJUNCTIVE RELIEF

There are other equitable factors that may in fact be more relevant to a contemporary analysis than the traditional four-factor test, that courts will try to fit into the framework imposed by the Supreme Court. These include:

1. The centrality of the invention to the product or process;
2. The availability of design arounds; and
3. Alternative products on the market.

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## FACTORS FOR INJUNCTIVE RELIEF

### The Centrality of the Invention to the Product or Process

In his concurring opinion in *eBay*, Justice Kennedy stated that: “When the patented invention is but a small component of the product the companies seek to produce and the threat of an injunction is employed simply for undue leverage in negotiations, legal damages may well be sufficient to compensate for the infringement and an injunction may not serve the public interest.”

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## FACTORS FOR INJUNCTIVE RELIEF

### The Availability of Design Arounds

This goes to both the balance of hardships and the public interest, and is consistent with one of the purposes of the patent system. Where a party can avoid infringement by designing around a patent, it lessens the hardship of an injunction on both the infringer and the public. Further, an injunction serves to encourage the infringer to spend money on innovations and to develop non-infringing technologies.

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## FACTORS FOR INJUNCTIVE RELIEF

### Alternative Products on the Market

This is a public interest factor. In the past it has only tended to come into play when the infringing product was essential to public health or welfare, generally in the medical field. However, it might be applied where certain products are largely single source and the removal of such products could be deemed to have broad social or economic impact.

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- ▶ Daniel G. Swanson & William J. Baumol, *Reasonable and Nondiscriminatory (RAND) Royalties, Standards Selection and Control of Market Power*, 73 Antitrust L.J. 1, 1 (2005).
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## RAND Bibliography

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- ▶ *Ericsson Inc. v. Samsung Elecs. Co.*, No. 2:06-CV-63, 2007 WL 1202728 (E.D. Tex. April 20, 2007).
- ▶ *Hynix Semiconductor Inc. v. Rambus Inc.*, 441 F. Supp. 2d 1066 (N.D. Cal. 2006).
- ▶ *Nokia Corp. v. Qualcomm, Inc.*, No. CIV A 06-509-JJF, 2006 WL 2521328 (D. Del. Aug 29, 2006).
- ▶ *Qualcomm Inc. v. Broadcom Corp.*, No. 05-CV-1958-B, 2007 WL 2296441 (S.D. Cal. Aug. 6, 2007).
- ▶ *Sampath v. Concurrent Technologies Corp.*, No. Civ. A. 03-264J, 2006 WL 1207961 (W.D. Pa. May 3, 2006).

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Thank you!

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## TAB TWO





## DANIEL J. FURNISS

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Mr. Furniss is the partner-in-charge of the Litigation Practice Group in the Palo Alto office of Townsend. Mr. Furniss' primary area of expertise is in the litigation and trial of complex commercial disputes, including patent, trade secret, trademark, trade name, antitrust and copyright cases.

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Mr. Furniss has handled patent infringement cases, representing both plaintiffs and defendants, involving software, semiconductors, biotechnology, medical devices, data storage devices, computer design, networking, communications, industrial chemicals and materials science.

He has been involved in numerous patent infringement actions, both plaintiff and defense, involving: (i) software patents involving database query technologies and computer assisted design, antivirus technology and computer controlled manufacturing; (ii) Internet credit card transactions; (iii) patents for "flying heads" used in hard disk drivers; (iv) numerous DRAM circuit and process patents; (v) patents alleged to cover all forms of DNA sequencing by hybridization; (vi) medical device patents including cryosurgery, cardiology, electrophoresis and drug delivery systems; and (vii) communications and Internet technology patents.

Mr. Furniss began his career as a business fraud and securities prosecutor in San Mateo County where he tried numerous cases to juries and courts. He has tried more than 40 cases and has more than 400 days of trial experience. He has specialized in complex commercial litigation and trial for 20 years.

A National Champion in public speaking and debate, Mr. Furniss is an outstanding trial lawyer and oral advocate. He has been counsel in major patent, antitrust and commercial cases for clients including Hynix Semiconductor, Inc. (formerly Hyundai Electronics), Visa U.S.A., Affymetrix, Inc., Boeing, Business Objects, Perclose, Inc., Intergraph Corporation, and Sun-Maid Growers of California.

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#### CLIENT MILESTONES

Mr. Furniss was lead trial counsel for Hynix Semiconductor, Inc. in two patent trials in 2006. In March and April he represented Hynix against Rambus in a patent trial involving DRAM technology in federal court in San Jose. In June, he was lead counsel for Hynix in a trial against Toshiba in the International Trade Commission in Washington, D.C. involving semiconductor processing technology.

Along with partners Gene Crew and Richard Grossman, he was co-lead counsel, and principal courtroom advocate for the plaintiff class in *Lingo v. Microsoft* which resulted in a \$1.1 Billion settlement, one of the largest ever in a monopoly overcharge case.

He has successfully represented Business Objects, Inc. a world leader in the business intelligence software market both in successfully prosecuting patent infringement actions on behalf of Business Objects, and successfully defending the company in patent infringement defense actions in Delaware, Virginia and Northern California federal courts.

He is currently lead trial counsel for the Commonwealth Scientific and Industrial Research Organisation (CSIRO) in *CSIRO v. Buffalo Technologies, Inc.* in the Eastern District of Texas before Judge Leonard Davis. CSIRO is the national science agency of the government of Australia and is the inventor and patentee of the core technology which enables high speed wireless networks using the 802.11 a and g standards.

He is also representing CSIRO in declaratory judgment actions brought by Intel, Dell, Microsoft, Hewlett-Packard and Netgear in the Northern District of California over the same patent which covers more than 200 million units sold to date and a rapidly expanding market.

He has argued for clients before the United States Court of Appeals for the Federal Circuit on four occasions, representing clients in the business intelligence, medical device, semiconductor and graphics software markets. He is appellate counsel on two pending Federal Circuit appeals.

He successfully represented plaintiff in *Intergraph v. Intel*, United States District Court of the Eastern District of Texas (2002) where the court held that Intel's Itanium processors infringe two Intergraph patents directed to parallel instruction computing. The court held that Intergraph is entitled to an injunction preventing Intel from manufacturing, using, selling, offering to sell, or



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importing Intel's Itanium or Itanium 2 processors. He assisted Intergraph to obtain a total of \$450 million for infringement of its patents, one of the five largest patent infringement settlements of all time

His successful representation of defendant in *Aliotti v. Dakin*, 831 F.2d 898 (9th Cir. 1987) remains a leading precedent in the copyright area of "look and feel."

He successfully represented plaintiff insurance brokers in the recent landmark decision of the California Supreme Court in *Manufacturers Life Ins. v. Superior Court*, 10 Cal.4th 257 (1995) where the court held that insurance companies are subject to California's antitrust law, the Cartwright Act.

He was lead class counsel in *Bell v. American Title Ins. Co.*, 226 Cal.App.3d 1589 (1991), a successful plaintiff's class action suit where the Court of Appeal commented on counsel's "skillful" negotiation of a favorable settlement.

#### EDUCATION

University of California, Berkeley, J.D., 1976, *Moot Court Board, Co-Chair*

McBane Moot Court Competition, *Finalist*

Stanford University, A.B., 1973, *Political Science, with honors*

#### ADMISSIONS AND MEMBERSHIPS

Fellow, American College of Trial Lawyers

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State Bar of California, 1976

#### COMMUNITY INVOLVEMENT

Mr. Furniss recently completed 12 years of service as a Trustee of the Hillsborough City School District and President of The Hillsborough Recreation Commission.





## GARY H. RITCHEY, PH.D.

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Gary Ritchey is a litigation partner in the firm's Palo Alto office, where he specializes in patent infringement and other intellectual property litigation. He has represented both plaintiffs and defendants in regard to various technologies, including computer software and hardware, biotechnology and medical devices. Some of the particular patent infringement actions on which he has worked involve wireless LANs, business intelligence software, orthodontic appliances, angular rate sensors, wound healing agents, computer graphics, and plasmid vectors. He has also done a variety of work relating to trade secret misappropriation and other torts as applied to new technologies, including trespass to computer systems and conversion of tissue samples.

### RECENT CASES:

*CSIRO v. Buffalo*. Representation of the Commonwealth Scientific and Industrial Research Organisation ("CSIRO"), an agency of the Australian government, in a patent enforcement action pending in the Eastern District of Texas concerning wireless technology.

*Ormco Corporation v. Align Technology, Inc.* Representation of Align in a patent infringement suit in the Central District of California. Obtained summary judgment of non-infringement and invalidity regarding the patents asserted by Ormco against Align. Obtained summary judgment of infringement of valid claims regarding patents asserted by Align against Ormco in counterclaims, and permanent injunction against Ormco and its subsidiary AOA barring further infringement.

*MicroStrategy v. Business Objects*. Representation of Business Objects in a suit in the Eastern District of Virginia concerning patent infringement and business torts. Obtained exclusion of MicroStrategy's damages expert, dismissal of its patent claims, summary judgment on the majority of its business tort claims, and judgment as a matter of law on the only tort claim going to a jury.

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REPRESENTATIVE PRIOR CASES:

*BEI v. Matsushita*. Representation of BEI in a patent infringement case in the Eastern District of Michigan involving angular rate sensors.

*Photon Dynamics v. PanelVison*. Representation of Photon Dynamics in a patent infringement case in the Northern District of California involving a method of testing LCD panels during manufacture.

*Cohesion Technologies v. Fusion Medical Devices*. Representation of Fusion in a patent infringement suit in the Northern District of California involving a wound healing agent.

*Lans v. Gateway*. Representation of Gateway in patent infringement suit in the District Court for the District of Columbia involving color graphics. After obtained summary judgment for Gateway, successfully defended the result before the Federal Circuit.

*Uniboard Aktiebolag v. Acer et al*. Representation of Gateway in a patent infringement suit involving color graphics. After obtaining a dismissal of the suit, successfully defended the result before the Federal Circuit.

*eBay v. Bidder's Edge*. Representation of eBay in this cutting edge Internet case. eBay was granted a preliminary injunction barring Bidder's Edge from accessing eBay's computer system using a software robot on the ground of trespass to chattels.

*Biogen v. Amgen*. Representation of Amgen in patent infringement suit in the District of Massachusetts involving plasmid vectors.

*Silicon Graphics v. nVidia*. Representation of nVidia in patent infringement suit in the District of Delaware involving high speed texture mapping.

*A&L Technologies v. ReSound*. Representation of A & L Technologies in patent infringement suit in the Northern District of California involving a programmable hearing aid.

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ADMISSIONS AND MEMBERSHIPS

American Bar Association

American Intellectual Property Law Association

Santa Clara County Bar Association

State Bar of California

United State District Courts for the Northern, Central and Southern  
Districts of California

United States Courts of Appeals for the Ninth and Federal Circuits

United States Supreme Court

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Litigation

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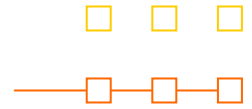
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