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

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| ARM LTD., a U.K. corporation,<br><br>      Plaintiff,<br><br>      v.<br><br>QUALCOMM INC., a Delaware corporation,<br>QUALCOMM TECHNOLOGIES, INC., a<br>Delaware corporation, and NUVIA, INC., a<br>Delaware corporation,<br><br>      Defendants. | C.A. No. _____<br><br>**JURY TRIAL DEMANDED** |

## COMPLAINT

Plaintiff Arm Ltd. ("Arm") complains and alleges as follows against Defendants Qualcomm Inc., Qualcomm Technologies, Inc. (collectively "Qualcomm"), and NuVia, Inc. ("Nuvia"):

## NATURE OF THE ACTION

1. Arm is the world's leading provider of microprocessor intellectual property. For decades, Arm has developed innovative processor architecture and implementation designs that balance performance with energy efficiency. Billions of electronic devices use Arm processor technologies pursuant to Arm licenses—from smartphones used to interact seamlessly with friends and family around the world to an increasing number of the servers that run the essential day-to-day operations of Fortune 500 companies.

2. Qualcomm is a major semiconductor manufacturer. To accelerate its processor development efforts, Qualcomm spent over $1 billion to acquire Nuvia, a start-up led by senior engineers previously from Apple and Google that licensed Arm technologies to develop high-performance processor cores for semiconductor chips. In the process,

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Qualcomm caused Nuvia to breach its Arm licenses, leading Arm to terminate those licenses, in turn requiring Qualcomm and Nuvia to stop using and destroy any Arm-based technology developed under the licenses.  Undeterred, Qualcomm and Nuvia have continued working on Nuvia's implementation of Arm architecture in violation of Arm's rights as the creator and licensor of its technology.  Further, Qualcomm's conduct indicates that it has already and further intends to use Arm's trademarks to advertise and sell the resulting products in the United States, even though those products are unlicensed.

3.      Arm now brings suit for specific performance of the Nuvia licenses' termination provisions to require Qualcomm and Nuvia to stop using and to destroy the relevant Nuvia technology and to stop their improper use of Arm's trademarks with their related products.  Arm also seeks declaratory judgment, injunctive relief, and damages for the use of Arm's trademarks in connection with semiconductor chips incorporating the relevant Nuvia technology.

**PARTIES**

4.      Plaintiff Arm is a corporation organized under the laws of the United Kingdom, has its principal place of business in Cambridge, United Kingdom, and is a resident or domiciliary of the United Kingdom.

5.      Defendant Qualcomm Inc. is a Delaware corporation with its principal place of business at 5775 Morehouse Drive, San Diego, California 92121.

6.      Defendant Qualcomm Technologies, Inc. is a subsidiary of Qualcomm Inc. and a Delaware corporation with its principal place of business at 5775 Morehouse Drive, San Diego, California 92121.

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7.      Defendant Nuvia is a subsidiary of Qualcomm and a Delaware corporation

with its principal place of business at 2841 Mission College Blvd., Santa Clara, California

95054.

## JURISDICTION AND VENUE

8.      The Court has subject matter jurisdiction under 28 U.S.C. § 1331 (federal

question), 15 U.S.C. § 1121 (trademarks), and 28 U.S.C. § 1367(a) (supplemental

jurisdiction).  The Court also has subject matter jurisdiction under 28 U.S.C. § 1332 because

there is complete diversity between the parties, and because the amount in controversy,

based on the consideration that was anticipated under the Nuvia licenses, the volume of

products expected under those licenses, and Defendants' potential loss from complying with

the equitable relief requested here, exceeds $75,000, exclusive of interest and costs.

9.      The Court has personal jurisdiction over Qualcomm and Nuvia because they

are incorporated in Delaware.  Qualcomm and Nuvia have purposely availed themselves of

the privileges and benefits of the laws of Delaware.

10.     Venue is proper in this judicial district under 28 U.S.C. § 1391 because

Qualcomm and Nuvia are incorporated in Delaware.  Venue is also proper because

Qualcomm Inc. and Qualcomm Technologies, Inc. have purposefully availed themselves of

the courts in the State of Delaware and this Judicial District.

## FACTUAL ALLEGATIONS

*Arm's business model*

11.     For decades, Arm has been a world leader in developing processor

architectures, including instruction set architectures, and processor core designs

implementing those architectures, all of which are covered by an extensive intellectual property portfolio.

12.     Processor cores are the parts of a computer's Central Processing Unit or "CPU" that read and execute program instructions to perform specific actions.  Modern CPUs often integrate multiple processor cores on a single semiconductor chip or integrated circuit ("IC").

13.     Arm owns intellectual property relating to its processor architectures and designs, including, among other things, trademarks.

14.     Arm does not manufacture or sell chips.  Instead, Arm licenses its technologies to hundreds of companies to use in developing their own chips or in their own electronic devices and works with these companies to ensure the success of Arm-based products.

15.     Arm's customers manufacture (or have manufactured for them) chips based on Arm's technologies.  The chips may then be used in the customer's own devices or sold to other device manufacturers.  Arm earns revenue from licensing fees and royalties based on the number of Arm-based chips its customers sell.

16.     Arm's business model relies on Arm's ability to monetize its research and intellectual property by receiving both licensing fees and royalties for products incorporating Arm's technology and intellectual property.  Arm therefore grows its revenues by increasing both the number of customers and the number of Arm-based products sold.

17.     There are two main types of Arm licenses for Arm's technologies: Technology License Agreements ("TLAs"), which allow the use of specific "off-the-shelf" Arm processor core designs with only minor modifications, and Architecture License

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Agreements ("ALAs"), which allow for the design of custom processor cores that are based

on particular architectures provided by Arm.

18.     Arm grants few ALAs.  Custom processor cores can take years to design, at

great expense and requiring significant support from Arm, with no certainty of success.  If

successful, ALA licensees can sell custom processor cores for use in other companies'

products.

19.     Arm ALAs typically authorize licensees only to develop processor cores

based on specific Arm technology provided by Arm under the licenses, rather than granting

broader licenses to use Arm-based technology generally.

***Nuvia obtains Arm licenses***

20.     Nuvia was founded as a start-up in 2019 by chip engineers who left Apple and

Google.  Nuvia planned to design energy-efficient CPUs for data center servers based on a

custom processor implementing the Arm architecture, which would have expanded the

market for Arm's technology.  Nuvia's business model was thus reliant on customizing

processor core designs based on Arm's technology.  As one of the founders explained to the

press when launching Nuvia, the start-up's premise (and one of its attractions to investors)

was that Nuvia intended to build "a custom clean sheet designed from the ground up" using

Arm's architecture.[1]

21.     In September 2019, Arm granted Nuvia an ALA and TLA, providing rights to

design custom processor cores based on an Arm architecture and to modify certain off-the-

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[1] Danny Crichton, *Three of Apple and Google's former star chip designers launch NUVIA with $53M in series A funding*, TechCrunch (Nov. 15, 2019), https://techcrunch.com/2019/11/15/three-of-apple-and-googles-former-star-chip-designers-launch-nuvia-with-53m-in-series-a-funding/.

shelf designs.  The licenses granted in the ALA and TLA are necessary to use Arm's

extensive intellectual property portfolio covering the Arm architecture.  The ALA and TLA

included rights to use Arm trademarks in connection with products developed by Nuvia

under the licenses.  Arm also provided substantial, crucial, and individualized support from

Arm employees to assist Nuvia in its development of Arm-based processors for data center

servers.

22.     The licenses provided Nuvia access to specific Arm architecture, designs,

intellectual property, and support in exchange for payment of licensing fees and royalties on

future server products that include processor cores based on Arm's architecture, designs, or

related intellectual property.  Nuvia's licensing fees and royalty rates reflected the

anticipated scope and nature of Nuvia's use of the Arm architecture.  The licenses

safeguarded Arm's rights and expectations by prohibiting assignment without Arm's

consent, regardless of whether a contemplated assignee had its own Arm licenses.

23.     From September 2019 to early 2021, Nuvia used the technology it licensed

from Arm to design and develop processor cores.  Arm provided preferential support for

Nuvia's development efforts, with Arm seeking to accelerate research and development in

next-generation processors for data center servers to support that sector's transition to Arm

technology.

24.     In August 2020, Nuvia announced that its "first-generation CPU, code-named

'Phoenix'" would be "a custom core based on the ARM architecture."[2]  It also publicized

benchmark tests showing that Phoenix could double the performance of rival products from

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[2] John Bruno & Sriram Dixit, *Performance Delivered a New Way*, Silicon Reimagined (Aug. 11, 2020), https://medium.com/silicon-reimagined/performance-delivered-a-new-way-8f0f5ed283d5.

Apple, Intel, AMD, and Qualcomm.  Based on these results, Nuvia claimed that the

"Phoenix CPU core has the potential to reset the bar for the market."[3]

***Qualcomm relies on designs created by Arm***

25.     Qualcomm is one of the world's largest semiconductor companies, with a

portfolio of intellectual property and products directed to wireless technologies, including

cellular, Bluetooth, and Wi-Fi; CPUs and ICs; networking; mobile computers; cell phones;

wearables; cameras; automobiles; and other electronic devices.

26.     Even though Qualcomm has an Arm ALA, its prior attempts to design custom

processors have failed.  Qualcomm invested in the development of a custom Arm-based

processor for data center servers until 2018, when it cancelled the project and laid off

hundreds of employees.[4]

27.     Qualcomm's commercial products thus have relied on processor designs

prepared by Arm's engineers and licensed to Qualcomm under Arm TLAs.  Discovery is

likely to show that as of early 2021, Qualcomm had no custom processors in its

development pipeline for the foreseeable future.  To fill this gap, Qualcomm sought

improperly to purchase and use Nuvia's custom designs without obtaining Arm's consent.

***Qualcomm acquires Nuvia***

28.     On January 13, 2021, Qualcomm announced that Qualcomm Technologies,

Inc. was acquiring Nuvia for $1.4 billion.  Neither Qualcomm nor Nuvia provided prior

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[3] *Id.*

[4] *See, e.g.*, Andrei Frumusanu, *Qualcomm to Acquire NUVIA: A CPU Magnitude Shift*,
AnandTech (Jan. 13, 2021), https://www.anandtech.com/show/16416/qualcomm-to-acquire-nuvia-a-cpu-magnitude-shift; Andy Patrizio, *Qualcomm makes it official; no more data center chip*, Network World (Dec. 12, 2018), https://www.networkworld.com/article/3327214/qualcomm-makes-it-official-no-more-data-center-chip.html.

notice of this transaction to Arm.  Nor did they obtain Arm's consent to the transfer or

assignment of the Nuvia licenses.

29.     Qualcomm indicated in its announcement that "NUVIA CPUs"—that is,

Nuvia's implementations of Arm technology developed under the Nuvia licenses with

Arm—would be incorporated into a range of Qualcomm products.  Qualcomm's press

release declared its grand ambitions for Nuvia's implementation of Arm technology:

"NUVIA CPUs are expected to be integrated across Qualcomm Technologies' broad

portfolio of products, powering flagship smartphones, next-generation laptops, and digital

cockpits, as well as Advanced Driver Assistance Systems, extended reality and

infrastructure networking solutions."[5]  The press release also indicated that Qualcomm's

first target would be "integrating NUVIA CPUs with Snapdragon," its flagship suite of

system on a chip ("SoC") semiconductor products for mobile devices.

30.     As Qualcomm's CEO, Cristiano Amon, noted in a Reuters interview shortly

after the acquisition closed in the first half of 2021, "Qualcomm will start selling Nuvia-

based laptop chips next year."[6]  Amon confirmed the negative impact this might have on

Arm, saying: "If Arm . . . eventually develops a CPU that's better than what we can build

ourselves, then we always have the option to license from Arm."

31.     Qualcomm also confirmed its prior deficiencies in core design, reportedly

promoting the Nuvia acquisition as "filling a gap" because "for several years now" the

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[5] *Qualcomm to Acquire NUVIA*, Qualcomm Inc. (Jan. 13, 2021),
https://www.qualcomm.com/news/releases/2021/01/13/qualcomm-acquire-nuvia.

[6] Stephen Nellis, *Qualcomm's new CEO eyes dominance in the laptop markets*, Reuters (July 2,
2021), https://www.reuters.com/technology/qualcomms-new-ceo-eyes-dominance-laptop-
markets-2021-07-01/.

company "had been relying on external IP such as Arm's Cortex cores."[7]  Qualcomm further explained that "the immediate goals for the NUVIA team will be implementing custom CPU cores" designed for laptops.[8]

32.     Analysts confirmed that the "Qualcomm acquisition [of] NUVIA is a huge move to scale up dramatically.  It can reinvigorate current lines in smartphone, Windows PC and automotive SoCs, and make them more competitive with the competition.  They have been lagging."[9]

33.     Providing further confirmation of the acquisition's importance to Qualcomm in filling the "gap" in its "lagging" IP design, analysts noted that the Nuvia acquisition was "extremely speedy in terms of timeline," and Qualcomm "went as far as [to] put out a concrete roadmap for . . . using the newly acquired IP from Nuvia," announcing that Nuvia's processors would be finalized for use in high-end laptops "in the second half of 2022."[10]

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[7] Andrei Frumusanu, *Qualcomm Completes Acquisition of NUVIA: Immediate focus on Laptops (Updated)*, AnandTech (Mar. 16, 2021), https://www.anandtech.com/show/16553/qualcomm-completes-acquisition-of-nuvia.

[8] *Id.*

[9] Trading Places Research, *Qualcomm's Acquisition of NUVIA is a Huge Move*, Seeking Alpha (Jan. 13, 2021), https://seekingalpha.com/article/4398808-qualcomms-acquisition-of-nuvia-is-huge-move.

[10] Andrei Frumusanu, *Qualcomm Completes Acquisition of NUVIA: Immediate focus on Laptops (Updated)*, AnandTech (Mar. 16, 2021), https://www.anandtech.com/show/16553/qualcomm-completes-acquisition-of-nuvia (quoting *Qualcomm Completes Acquisition of NUVIA*, Qualcomm Inc. (Mar. 15, 2021), https://www.qualcomm.com/news/releases/2021/03/16/qualcomm-completes-acquisition-nuvia).

34.     Based on standard industry scheduling, that timeline indicated a design for data center processors would be completed "essentially as soon as possible following the acquisition" of Nuvia.[11]

35.     This timing indicates that the Arm-based cores that Nuvia designed using Arm's technology and intellectual property were, as of the acquisition date, effectively ready for the final stages of design for Qualcomm chips, leading promptly to product integration and manufacturing.  Qualcomm's November 2021 10-K filing disclosed that the $1.4 billion acquisition encompassed Nuvia's team and "certain in-process technologies," reflecting the availability of existing cores such as the Phoenix CPU core developed under Nuvia's ALA.[12]

36.     By entering into the acquisition of Nuvia and transferring the rights and technology developed under the Nuvia licenses without Arm's consent, Qualcomm thus greatly accelerated its ability to bring to market custom-designed processor cores—a head start that Qualcomm was willing to pay over $1 billion to obtain.

***Arm terminates the Nuvia licenses***

37.     Soon after the announcement of the merger, Arm informed Qualcomm in writing that Nuvia could not assign its licenses and that Qualcomm could not use Nuvia's in-process designs developed under the Nuvia ALA without Arm's consent.  For more than a year, Arm negotiated with Qualcomm, through Qualcomm Inc. and Qualcomm

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[11] *Id.*

[12] Qualcomm Inc., Annual Report (Form 10-K) (Nov. 3, 2021), https://investor.qualcomm.com/financial-information/sec-filings/content/0001728949-21-000076/0001728949-21-000076.pdf.

Technologies, Inc., in an effort to reach an agreement regarding Qualcomm's unauthorized acquisition of Nuvia's "in-process technologies" and license.

38.     All the while, Qualcomm continued to broadcast its intentions to rush Nuvia products to market.  In November 2021, Qualcomm's Chief Technology Officer told investors that Qualcomm was "pretty far along at this point" in developing its first chip with Nuvia's implementation of Arm technology and would "sample a product at, let's say nine months from now"—which would be August 2022.[13]  Then in January 2022, Qualcomm issued a press release touting the "broad support from ecosystem partners for the PC industry's transition to Arm®-based computing," with Qualcomm's CEO confirming that "[t]he future of the PC industry is modern Arm-based architectures" and boasting that "the recent acquisition of NUVIA uniquely positions Qualcomm Technologies to drive this industry wide transition."[14]  Elsewhere, Qualcomm's CEO reiterated that Qualcomm is "definitely in a hurry" to launch Nuvia's Arm-based chips "as fast as we can."[15]  Based on these statements, discovery is likely to show that Qualcomm and Nuvia continued to use the relevant technology developed under Nuvia's Arm licenses.

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[13] *Qualcomm Investor Day 2021 Livestream: CEO Cristiano Amon looks ahead*, YouTube (Nov. 16, 2021), https://www.youtube.com/watch?v=rUWPzROYn2E; *see also* Mark Hachman, *Qualcomm Prophesizes 2023 as the Rebirth of PC Snapdragon Chips*, PCWorld (Nov. 16, 2021), https://www.pcworld.com/article/552285/qualcomm-prophesies-2023-as-the-rebirth-of-its-snapdragon-chips.html.

[14] *Qualcomm and Leading Compute Partners Build Industry Momentum for Windows on Arm PCs Powered by Snapdragon Compute Platforms*, Qualcomm Inc. (Jan. 3, 2022), https://www.qualcomm.com/news/releases/2022/01/04/qualcomm-and-leading-compute-partners-build-industry-momentum-windows-arm.

[15]  Nilay Patel, *What Comes After the Smartphone, With Qualcomm CEO Cristiano Amon*, The Verge (Jan. 11, 2022), https://www.theverge.com/22876511/qualcomm-ceo-cristiano-amon-interview-decoder-podcast.

39.     On February 1, 2022, Arm sent a letter to Nuvia and Qualcomm terminating the Nuvia licenses effective March 1, 2022.  The letter terminated the licenses based on Nuvia's material breach of the assignment provisions of the Nuvia licenses by entering into the acquisition of Nuvia without Arm's consent.  The letter also reminded Nuvia and Qualcomm of their obligations upon termination to stop using and destroy the Nuvia technology developed under the now-terminated licenses.

40.     In February 2022, pending termination of the Nuvia licenses, Nuvia sought Arm's verification that a Nuvia processor design satisfied the Arm architecture's specifications.  On February 23, 2022, Qualcomm confirmed that it was still developing the relevant Nuvia technology by stating in a court filing that certain Nuvia documents were based on "years of research and work" and would "reveal secret design components of Qualcomm chips that are still in development." *Qualcomm Technologies, Inc. v. Hoang*, No. 3:22-cv-00248-CAB-BLM (S.D. Cal. Feb. 23, 2022), ECF No. 1 at 5-6.

41.     On March 1, 2022, the Nuvia licenses terminated, along with the corresponding rights to use or sell products based on or incorporating Nuvia technology developed under those licenses.

42.     On April 1, 2022, Qualcomm's General Counsel sent Arm a letter enclosing a Nuvia representative's termination certification.  The certification acknowledged—without objection—that the Nuvia licenses had been terminated.  The certification recognized the obligations upon termination, and asserted that Nuvia was in compliance.  Qualcomm and Nuvia thereby conceded that termination of the Nuvia licenses was appropriate, and that the termination provisions had been triggered, are binding, and are enforceable.

***Qualcomm keeps using Arm-based technology developed under the Nuvia licenses***

43.     Qualcomm is subject to Nuvia's termination requirements as the acquirer of
Nuvia.  Qualcomm has publicly described Nuvia as a Qualcomm "team" that has been "very
tight[ly] integrat[ed]" with and is "not separate" from Qualcomm.[16]  Qualcomm has also
acted on behalf of Nuvia publicly and in correspondence with Arm since the acquisition.
Qualcomm further told Arm that it planned to "redeploy NUVIA employees" and "transfer
NUVIA's work" to Qualcomm and, consistent with that plan, Qualcomm has on-boarded
Nuvia's leadership and employees as Qualcomm employees.[17]

44.     On April 29, 2022, Arm wrote Qualcomm clarifying that neither Nuvia nor
Qualcomm was authorized to continue working on technology that was developed under the
Nuvia licenses.

45.     Two weeks later, on May 13, 2022, Qualcomm sought Arm's verification that
a new Qualcomm processor core complied with Arm architecture so that it could be verified
and incorporated into a product.  Qualcomm did not explain whether this processor core
design was based on Nuvia's designs under the terminated licenses.

46.     Based on the timing and circumstances surrounding Qualcomm's request,
discovery is likely to show that Qualcomm's processor core design is based on or

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[16] Ian Cutress, *Interview with Alex Katouzian, Qualcomm SVP: Talking Snapdragon, Microsoft, Nuvia, and Discrete Graphics*, AnandTech (Jan. 31, 2022), https://www.anandtech.com/show/ 17233/interview-with-alex-katouzian-qualcomm-svp-talking-snapdragon-microsoft-nuvia-and-discrete-graphics; Ian Cutress, *AnandTech Interview with Miguel Nunes: VP for Windows and Chrome PCs, Qualcomm*, AnandTech (Feb. 14, 2022), https://www.anandtech.com/show/17253/ anandtech-interview-with-miguel-nunes-senior-director-for-pcs-qualcomm.

[17] *See, e.g.*, *Qualcomm Completes Acquisition of NUVIA*, Qualcomm Inc. (Mar. 16, 2021), https://investor.qualcomm.com/news-events/press-releases/detail/1304/qualcomm-completes-acquisition-of-nuvia; *Qualcomm to Acquire NUVIA*, Qualcomm Inc. (Jan. 12, 2021), https://www.qualcomm.com/news/releases/2021/01/qualcomm-acquire-nuvia.

incorporates in whole or in part the processor core design developed under the prior Nuvia licenses.

47.     Qualcomm's Arm licenses do not cover products based on or incorporating Arm-based technologies developed by third parties under different Arm licenses, such as the now-terminated Nuvia licenses.

48.     Despite Arm's termination of the Nuvia licenses, Qualcomm has continued to tell the public that its Nuvia chips will soon be joining the industry-wide "ecosystem transition to Arm."[18]  Like Qualcomm's prior statements, this announcement was directed to readers throughout the United States, including to readers physically located in the State of Delaware and this Judicial District.

49.     In June 2022, Qualcomm's CEO reiterated that it would soon begin "sampling" Nuvia chips to companies, allowing them to design electronic devices incorporating the chips in the "next year."[19]  Based on that timeline, he explained, "[i]n late next year, beginning 2024, you're going to see Windows PCs powered by Snapdragon with a Nuvia-designed CPU."[20]

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[18] *Qualcomm CEO on What He Really Thinks of Apple*, The Daily Charge (June 9, 2022), https://podcasts.apple.com/us/podcast/qualcomm-ceo-on-what-he-really-thinks-of-apple/id1091374076?i=1000565773375.

[19] *Id.*; *see also* Mark Tyson, *Qualcomm CEO Admits Nuvia Chip OEM Sampling is Delayed (Update)*, Tom's Hardware (June 10, 2022), https://www.tomshardware.com/news/qualcomm-nuvia-chip-sampling-delays (Qualcomm spokesperson clarifying: "We are on track to sample the first products with our next generation CPUs this year.").

[20] *Qualcomm CEO on What He Really Thinks of Apple*, The Daily Charge (June 9, 2022), https://podcasts.apple.com/us/podcast/qualcomm-ceo-on-what-he-really-thinks-of-apple/id1091374076?i=1000565773375.

50.     In the microprocessor industry, "sampling" means providing pre-production processors to original equipment manufacturers ("OEMs"), original device manufacturers ("ODMs"), or independent software vendors ("ISVs") for use in the product design cycle before product launch.

51.     Based on Qualcomm's statements that Nuvia processors took "years" to develop and "are still in development," and Qualcomm's consistent statements that it is developing Nuvia's Arm chips, discovery is likely to show that the chips that Qualcomm intends to sample in the coming months will contain Nuvia technology that Qualcomm cannot use and instead must destroy.

52.     Further, based on Qualcomm's public announcements of its plans to use Nuvia technology, discovery is likely to show that Qualcomm has continued to retain and use Nuvia technology developed pursuant to the Nuvia licenses, thereby materially breaching the termination provisions of those licenses.

53.     News reports indicate that Qualcomm is also developing Nuvia processors for data center servers, and "already has working silicon to at least demonstrate to potential customers,"[21] which discovery is likely to show is based on or incorporates Nuvia technology developed under the now-terminated Nuvia ALA.

54.     The failure of Nuvia and Qualcomm to comply with the post-termination obligations under the Nuvia ALA is causing, and will continue to cause, irreparable harm to Arm.  Qualcomm effectively seeks to circumvent Arm's licensing model, which allocates

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[21] Dan Robinson, *Qualcomm readying new Arm server chip based on Nuvia acquisition*, The Register (Aug. 19, 2022), https://www.theregister.com/2022/08/19/qualcomm_arm_server_chip/ (citing Ian King, *Qualcomm Is Plotting a Return to Server Market With New Chip*, Bloomberg (Aug. 18, 2022), https://www.bloomberg.com/news/articles/2022-08-18/qualcomm-is-plotting-a-return-to-server-market-with-new-chip).

use of the technology developed pursuant to a particular Arm license to a particular licensee.

55.     These breaches thus interfere with Arm's ability and right to control the use of its technology, negatively affecting Arm's relationships with existing and prospective licensees.

56.     The prospective monetary damages from Qualcomm's circumvention and interference with Arm's control over its technology are not readily ascertainable or calculable, given the resulting future impact on Arm's relationships with existing and prospective customers.

57.     Qualcomm's improper acquisition of the relevant Nuvia technology in violation of Arm's standard provisions threatens to harm Arm's position in the ecosystem of Arm-based devices, harm Arm's reputation as an intellectual property owner and technology developer whose licenses must be respected, and embolden other companies to likewise harm Arm's reasonable business expectations in issuing its licenses.

## COUNT I: BREACH OF CONTRACT – SPECIFIC PERFORMANCE
### (ALL DEFENDANTS)

58.     Arm hereby restates and re-alleges the allegations set forth above and incorporates them by reference.

59.     The termination obligations of the ALA between Nuvia and Arm survive termination and remain valid and enforceable contract provisions, as Qualcomm's correspondence and Nuvia's termination certification confirm.

60.     Arm complied with and fulfilled all relevant duties, conditions, covenants, and obligations under the Nuvia ALA, including ceasing use of Nuvia confidential information in its possession.

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61.     The Nuvia ALA terms were just and reasonable, involving adequate consideration and reasonable obligations for Nuvia in the event of Arm's termination based on Nuvia's material breach.  Those obligations served to restore the license holder to its position *ex ante*, protect Arm's business model and reasonable business expectations in issuing its licenses, and prevent the unjust enrichment of Qualcomm, the party that induced Nuvia's breach.

62.     Upon termination, the Nuvia ALA requires Nuvia to cease using and destroy any technology developed under the Nuvia ALA, as well as cease using Arm's trademarks in connection with any technology developed under the Nuvia ALA.

63.     Qualcomm shares Nuvia's obligations under the Nuvia ALA in its capacity as Nuvia's acquirer, and thus Qualcomm is likewise subject to the requirements of the Nuvia licenses' termination provisions.

64.     Based on Defendants' correspondence with Arm, public statements, and processor verification requests, discovery is likely to show that Defendants are still using and developing Nuvia technology developed under the now-terminated licenses, along with Arm trademarks, and intend to continue to do so.

65.     Defendants therefore have breached and are breaching the Nuvia ALA's termination provisions.

66.     As a direct and proximate result of Nuvia and Qualcomm's past and ongoing breaches, Arm has been irreparably injured and damaged in amounts not capable of determination, including, but not limited to, injury to Arm's global licensing program and misuse of Arm's technology.

67.     Unless Defendants' breaches of the Nuvia ALA's termination provisions are enjoined and specific performance is granted, Arm will continue to suffer irreparable harm. As such, Arm has the right to enforcement of Nuvia and Qualcomm's compliance with the ALA's termination provisions, including via injunctive relief, specific performance, or any other measures necessary to avoid irreparable harm to Arm or to mitigate damages that have been caused by, and will continue to be caused by, Defendants' breach.

68.     Arm is entitled to specific performance requiring Defendants to comply with the Nuvia ALA's termination provisions, including ceasing all use of and destroying any technology developed under the Nuvia ALA, and ceasing all use of Arm trademarks in connection with any technology developed under the Nuvia ALA—including the relevant Nuvia technology.

69.     Arm is also entitled to monetary compensation incidental to specific performance of the Nuvia ALA's termination provisions to compensate Arm for the delay in Defendants' performance of their contractual obligations.

## COUNT II: DECLARATORY JUDGMENT AND TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1114 (ALL DEFENDANTS)

70.     Arm hereby restates and re-alleges the allegations set forth above and incorporates them by reference.

71.     Arm owns U.S. Registration Nos. 5,692,669 and 5,692,670 for the ARM word mark in standard characters and the stylized ARM mark featuring the word "arm" in all lower case letters (collectively, the "ARM Marks"), true and correct copies of which are attached as **Exhibits A and B**.  These marks are registered for "[e]lectronic data processing equipment," "integrated circuits," "semiconductors," "microprocessors," "RISC-based instruction set architectures, namely, software instructions designed to function with

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particular microprocessors," "data processors," "printed circuit boards," "electronic circuit boards," and related "[r]esearch, development and design," among numerous other goods and services. The applications to register the marks were filed on July 31, 2017 and were issued on March 5, 2019. The application for Registration No. 5,692,669 has a claimed first use and first use-in-commerce date of November 30, 1990, while the application for Registration No. 5,692,670 has a claimed first use and first use-in-commerce date of August 1, 2017.

72.     The ARM Marks have come to signify the highest standards of quality and excellence associated with licensed Arm products and services and have incalculable reputation and goodwill, which belong to Arm.

73.     Arm has had valid and protectable rights in the ARM Marks since substantially before Qualcomm and Nuvia's first uses of those marks in connection with integrated circuit and microprocessor technologies.

74.     Qualcomm and Nuvia, as current or former Arm licensees under agreements that permitted the use of the ARM Marks, have had actual knowledge of Arm's ownership and use of the ARM Marks for years.

75.     Arm has not authorized Qualcomm or Nuvia to use the ARM Marks in connection with semiconductor chips incorporating the relevant Nuvia technology developed under the now-terminated licenses, instead terminating those licenses.

76.     Qualcomm and Nuvia have engaged in substantial preparation and taken concrete steps with the intent to infringe Arm's trademarks in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114. Arm's customers—including Qualcomm and Nuvia, as discovery is likely to show—often use the ARM Marks in their die encapsulation (die

packages), end user product packaging, advertising and promotional materials, technical

documentation, and websites directed to users throughout the United States, including users

physically located in the State of Delaware and this Judicial District.  Qualcomm promotes

Snapdragon products as incorporating Arm technology, such as by saying on its website that

"Snapdragon 855 is equipped with the cutting-edge Qualcomm® Kryo™ 485 CPU built on

ARM Cortex Technology."[22]  In January 2022, Qualcomm issued a press release touting the

"broad support from ecosystem partners for the PC industry's transition to Arm®-based

computing," with Qualcomm's CEO boasting that "the recent acquisition of NUVIA

uniquely positions Qualcomm Technologies to drive this industry wide transition."[23]  This

press release remains online.  Also, Qualcomm and Nuvia's plans to begin sampling chips

with the relevant Nuvia technology as soon as August 2022 would require manufacturing a

limited run of the chips in advance, and news reports indicate that Qualcomm already has

some working chips to demonstrate to potential customers.  Qualcomm and Nuvia have thus

used the ARM Marks in connection with the advertising, distribution, offering for sale, or

sale of the chips, and Arm believes discovery will show that their further use is imminent if

it has not happened already.

77.     Qualcomm and Nuvia's unauthorized use of the ARM Marks in connection

with semiconductor chips incorporating the relevant Nuvia technology is likely to cause

confusion, mistake, or deception on the part of consumers as to the affiliation, connection,

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[22] *Samsung Galaxy Note10+*, Qualcomm Inc., https://www.qualcomm.com/snapdragon/device-finder/smartphones/samsung-galaxy-note10-5g.

[23] *Qualcomm and Leading Compute Partners Build Industry Momentum for Windows on Arm PCs Powered by Snapdragon Compute Platforms*, Qualcomm Inc. (Jan. 3, 2022), https://www.qualcomm.com/news/releases/2022/01/04/qualcomm-and-leading-compute-partners-build-industry-momentum-windows-arm.

or association of Defendants with Arm, or as to the origin, sponsorship, or approval of Defendants' semiconductor chips using the relevant Nuvia technology, constituting trademark infringement in violation of 15 U.S.C. § 1114.  Given Arm's close relationships with its customers and individualized support for their products, there is and is likely to be confusion in the marketplace because consumers encountering the ARM Marks in connection with semiconductor chips incorporating the relevant Nuvia technology do and will likely believe that the products are endorsed by, licensed by, or otherwise associated with Arm.  Semiconductor chips incorporating the relevant Nuvia technology are also readily identifiable without the use of the ARM Marks, such as by not mentioning the processor architecture or by using the generic term "RISC" (for reduced instruction set computer).

78.     An actual and justiciable controversy exists between Defendants and Arm regarding infringement of Arm's trademarks.  Although Arm repeatedly notified Qualcomm and Nuvia that their development of the relevant Nuvia technology is unlicensed following termination of the Nuvia licenses, Qualcomm has continued to tell reporters that the technology is on track to be sampled to customers this year, and news reports indicate that Qualcomm already has some working chips to demonstrate to potential customers.

79.     Arm is entitled to a declaratory judgment that Qualcomm and Nuvia's advertising, distribution, offering for sale, or sale of semiconductor chips with the relevant Nuvia technology and the ARM Marks do and will infringe Arm's trademarks, directly and indirectly.

80.     Defendants' acts of infringement have injured Arm in an amount as yet unknown.  Arm is entitled to recover from Defendants the damages sustained as a result of Defendants' wrongful acts in an amount subject to proof at trial.

81.     Based on Qualcomm and Nuvia's continued development of the relevant Nuvia technology after repeated notifications that the technology is unlicensed following termination of the Nuvia licenses, discovery is likely to show that Qualcomm and Nuvia are acting willfully to usurp Arm's rights, warranting treble damages and attorneys' fees pursuant to 15 U.S.C. § 1117(a).

82.     Arm will suffer and is suffering irreparable harm to its name, reputation, and goodwill from Defendants' trademark infringement.  Arm has no adequate remedy at law and is entitled to a permanent injunction against Defendants' continuing infringement, including requiring Defendants, pursuant to 15 U.S.C. § 1118, to deliver up for destruction, or to show proof of said destruction or sufficient modification to eliminate the infringing matter, all semiconductor chips, die encapsulation (die packages), end user product packaging, advertising and promotional materials, technical documentation, websites, and other matter in Defendants' possession, custody, or control that bears or displays the ARM Marks in any manner in connection with the relevant Nuvia technology.  Unless enjoined, Defendants will continue their infringing conduct.

### COUNT III: DECLARATORY JUDGMENT AND
### FALSE DESIGNATION OF ORIGIN UNDER 15 U.S.C. § 1125
### (ALL DEFENDANTS)

83.     Arm hereby restates and re-alleges the allegations set forth above and incorporates them by reference.

84.     The acts of Qualcomm and Nuvia described above constitute false designation of origin in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

85.     Arm has had valid and protectable rights in the ARM Marks since substantially before Qualcomm and Nuvia's first uses of those marks in connection with integrated circuit and microprocessor technologies.

86.     Qualcomm and Nuvia, as current or former Arm licensees under agreements that permitted the use of the ARM Marks, have had actual knowledge of Arm's ownership and use of the ARM Marks for years.

87.     Arm has not authorized Qualcomm or Nuvia to use the ARM Marks in connection with semiconductor chips incorporating the relevant Nuvia technology developed under the now-terminated licenses, instead terminating those licenses.

88.     Qualcomm and Nuvia have engaged in substantial preparation and taken concrete steps with the intent to falsely designate the origin of their products in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).  Arm's customers—including Qualcomm and Nuvia, as discovery is likely to show—often use the ARM Marks in their die encapsulation (die packages), end user product packaging, advertising and promotional materials, technical documentation, and websites directed to users throughout the United States, including users physically located in the State of Delaware and this Judicial District. Qualcomm promotes Snapdragon products as incorporating Arm technology, such as by saying on its website that "Snapdragon 855 is equipped with the cutting-edge Qualcomm® Kryo™ 485 CPU built on ARM Cortex Technology."[24]  In January 2022, Qualcomm issued a press release touting the "broad support from ecosystem partners for the PC industry's transition to Arm®-based computing," with Qualcomm's CEO boasting that "the recent

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[24] *Samsung Galaxy Note10+*, Qualcomm Inc., https://www.qualcomm.com/snapdragon/device-finder/smartphones/samsung-galaxy-note10-5g.

acquisition of NUVIA uniquely positions Qualcomm Technologies to drive this industry

wide transition."[25]  This press release remains online.  Also, Qualcomm and Nuvia's plans

to begin sampling chips with the relevant Nuvia technology as soon as August 2022 would

require manufacturing a limited run of the chips in advance, and news reports indicate that

Qualcomm already has some working chips to demonstrate to potential customers.

Qualcomm and Nuvia have thus used the ARM Marks in connection with the advertising,

distribution, offering for sale, or sale of the chips, and Arm believes discovery will show

that their further use is imminent if it has not happened already.

89.     Qualcomm and Nuvia's unauthorized use of the ARM Marks in connection

with semiconductor chips incorporating the relevant Nuvia technology is likely to cause

confusion, mistake, or deception on the part of consumers as to the affiliation, connection,

or association of Defendants with Arm, or as to the origin, sponsorship, or approval of

Defendants' semiconductor chips using the relevant Nuvia technology, constituting false

designation of origin in violation of 15 U.S.C. § 1125(a)(1)(A).  Given Arm's close

relationships with its customers and individualized support for their products, there is and is

likely to be confusion in the marketplace because consumers encountering the ARM Marks

in connection with semiconductor chips incorporating the relevant Nuvia technology do and

will likely believe that the products are endorsed by, licensed by, or otherwise associated

with Arm.  Semiconductor chips incorporating the relevant Nuvia technology are also

readily identifiable without the use of the ARM Marks, such as by not mentioning the

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[25] *Qualcomm and Leading Compute Partners Build Industry Momentum for Windows on Arm PCs Powered by Snapdragon Compute Platforms*, Qualcomm Inc. (Jan. 3, 2022), https://www.qualcomm.com/news/releases/2022/01/04/qualcomm-and-leading-compute-partners-build-industry-momentum-windows-arm.

processor architecture or by using the generic term "RISC" (for reduced instruction set computer).

90.     An actual and justiciable controversy exists regarding Defendants' false designation of origin.  Although Arm repeatedly notified Qualcomm and Nuvia that their development of the relevant Nuvia technology is unlicensed following termination of the Nuvia licenses, Qualcomm has continued to tell reporters that the technology is on track to be sampled to customers this year, and news reports indicate that Qualcomm already has some working chips to demonstrate to potential customers.

91.     Arm is entitled to a declaratory judgment that Qualcomm and Nuvia's advertising, distribution, offering for sale, or sale of semiconductor chips with the relevant Nuvia technology and the ARM Marks do and will falsely designate the origin of their products, directly and indirectly.

92.     Defendants' acts of false designation of origin have injured Arm in an amount as yet unknown.  Arm is entitled to recover from Defendants the damages sustained as a result of Defendants' wrongful acts in an amount subject to proof at trial.

93.     Based on Qualcomm and Nuvia's continued development of the relevant Nuvia technology after repeated notifications that the technology is unlicensed following termination of the Nuvia licenses, discovery is likely to show that Qualcomm and Nuvia are acting willfully to usurp Arm's rights, warranting treble damages and attorneys' fees pursuant to 15 U.S.C. § 1117(a).

94.     Arm will suffer and is suffering irreparable harm to its name, reputation, and goodwill from Defendants' false designation of origin.  Arm has no adequate remedy at law and is entitled to a permanent injunction against Defendants' continuing false designation of

origin, including requiring Defendants, pursuant to 15 U.S.C. § 1118, to deliver up for

destruction, or to show proof of said destruction or sufficient modification to eliminate the

falsely designated matter, all semiconductor chips, die encapsulation (die packages), end

user product packaging, advertising and promotional materials, technical documentation,

websites, and other matter in Defendants' possession, custody, or control that bears or

displays the ARM Marks in any manner in connection with the relevant Nuvia technology.

Unless enjoined, Defendants will continue their wrongful conduct.

### PRAYER FOR RELIEF

WHEREFORE, Plaintiff Arm Ltd. requests that the Court grant the following relief:

a.      A judgment in Arm's favor on all claims against Defendants;

b.      An order requiring specific performance by Defendants of the Nuvia licenses'

termination provisions;

c.      An award of damages incidental to specific performance as a result of

Defendants' breach of contract, in amounts to be proven at trial, including all pre-judgment

and post-judgment interest at the maximum rate permitted by law;

d.      A judgment and a declaration that advertising, distributing, offering for sale,

or selling semiconductor chips with the relevant Nuvia technology and the ARM Marks

infringes Arm's trademarks, directly and indirectly;

e.      An order and judgment permanently enjoining Defendants and their officers,

directors, agents, servants, employees, and all others acting in privity or in concert with

them, and their parents, subsidiaries, divisions, successors, and assigns from (1) using in

any manner in connection with the relevant Nuvia technology the ARM Marks, or any mark

or logo that is confusingly similar to or a colorable imitation of the ARM Marks owned by

Arm; (2) doing any act or thing calculated or likely to cause confusion or mistake in the minds of the members of the public or prospective customers as to the affiliation, connection, or association of Defendants with Arm, or as to the origin, sponsorship, or approval of Defendants' semiconductor chips using the relevant Nuvia technology; or (3) assisting, aiding, or abetting any other person or business entity in performing any of the aforementioned activities;

f.      An order and judgment directing Defendants, pursuant to 15 U.S.C. § 1116(a), to file with this Court and serve upon Arm within thirty (30) days after entry of the injunction a report in writing under oath setting forth in detail the manner and form in which Defendants have complied with the injunction and ceased all offering of products with the relevant Nuvia technology under the ARM Marks, as set forth above;

g.      An order and judgment directing Defendants and their officers, directors, agents, servants, employees, and all others acting in privity or in concert with them, and their parents, subsidiaries, divisions, successors, and assigns to deliver up for destruction, or to show proof of said destruction or sufficient modification to eliminate the infringing matter, all semiconductor chips, die encapsulation (die packages), end user product packaging, advertising and promotional materials, technical documentation, websites, and other matter in Defendants' possession, custody, or control that bears or displays in any manner in connection with the relevant Nuvia technology the ARM Marks or any other mark that is confusingly similar to or a colorable imitation of the ARM Marks;

h.      A judgment in the aggregate amount of (1) Defendants' profits, (2) Arm's actual damages, (3) the costs of this action pursuant to 15 U.S.C. § 1117, and (4) restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits that may

have been obtained by Defendants in connection with their semiconductor chips using the relevant Nuvia technology and the ARM Marks, including all pre-judgment and post-judgment interest at the maximum rate permitted by law;

       i.      A judgment trebling any damages to the extent permitted by law, including under 15 U.S.C. § 1117;

       j.      Exemplary or punitive damages to the extent permitted by law;

       k.      Costs, expenses, and reasonable attorney fees under all applicable rules, statutes, and rules in common law that would be appropriate, with pre-judgment and post-judgment interest thereon at the maximum rate permitted by law;

       l.      Equitable relief addressing any infringement occurring after entry of judgment; and

       m.      Such other relief as the Court deems just and proper.

## JURY DEMAND

Pursuant to D. Del. LR 38.1 and Fed. R. Civ. P. 38, Arm hereby demands a TRIAL BY JURY of all claims and issues presented in this Complaint that are so triable.

Dated:  August 31, 2022

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 TAYLOR, LLP

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*Attorneys for Plaintiff Arm Ltd.*

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# CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet.    *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

## I. (a) PLAINTIFFS

Arm Ltd.

**DEFENDANTS**

Qualcomm Inc., Qualcomm Technologies, Inc., and NuVia, Inc.

**(b)** County of Residence of First Listed Plaintiff    Cambridgeshire, UK
*(EXCEPT IN U.S. PLAINTIFF CASES)*

County of Residence of First Listed Defendant _____
*(IN U.S. PLAINTIFF CASES ONLY)*
NOTE:    IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

**(c)** Attorneys *(Firm Name, Address, and Telephone Number)*

Anne Shea Gaza, Young Conaway Stargatt & Taylor, LLP
1000 N. King St., Wilmington, DE 19801  (302) 571-6600

Attorneys *(If Known)*

## II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

| | | |
|---|---|---|
| ☐ 1 U.S. Government Plaintiff | ☒ 3 Federal Question *(U.S. Government Not a Party)* | |
| ☐ 2 U.S. Government Defendant | ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)* | |

## III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
*(For Diversity Cases Only)*

| | PTF | DEF | | PTF | DEF |
|---|---|---|---|---|---|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated *or* Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated *and* Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

## IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|---|---|---|---|---|
| ☐ 110 Insurance<br>☐ 120 Marine<br>☐ 130 Miller Act<br>☐ 140 Negotiable Instrument<br>☐ 150 Recovery of Overpayment & Enforcement of Judgment<br>☐ 151 Medicare Act<br>☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)<br>☐ 153 Recovery of Overpayment of Veteran's Benefits<br>☐ 160 Stockholders' Suits<br>☐ 190 Other Contract<br>☐ 195 Contract Product Liability<br>☐ 196 Franchise | **PERSONAL INJURY**<br>☐ 310 Airplane<br>☐ 315 Airplane Product Liability<br>☐ 320 Assault, Libel & Slander<br>☐ 330 Federal Employers' Liability<br>☐ 340 Marine<br>☐ 345 Marine Product Liability<br>☐ 350 Motor Vehicle<br>☐ 355 Motor Vehicle Product Liability<br>☐ 360 Other Personal Injury<br>☐ 362 Personal Injury - Medical Malpractice | **PERSONAL INJURY**<br>☐ 365 Personal Injury - Product Liability<br>☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability<br>☐ 368 Asbestos Personal Injury Product Liability<br>**PERSONAL PROPERTY**<br>☐ 370 Other Fraud<br>☐ 371 Truth in Lending<br>☐ 380 Other Personal Property Damage<br>☐ 385 Property Damage Product Liability | ☐ 625 Drug Related Seizure of Property 21 USC 881<br>☐ 690 Other | ☐ 422 Appeal 28 USC 158<br>☐ 423 Withdrawal 28 USC 157<br>**INTELLECTUAL PROPERTY RIGHTS**<br>☐ 820 Copyrights<br>☐ 830 Patent<br>☐ 835 Patent - Abbreviated New Drug Application<br>☒ 840 Trademark<br>☐ 880 Defend Trade Secrets Act of 2016 | ☐ 375 False Claims Act<br>☐ 376 Qui Tam (31 USC 3729(a))<br>☐ 400 State Reapportionment<br>☐ 410 Antitrust<br>☐ 430 Banks and Banking<br>☐ 450 Commerce<br>☐ 460 Deportation<br>☐ 470 Racketeer Influenced and Corrupt Organizations<br>☐ 480 Consumer Credit (15 USC 1681 or 1692)<br>☐ 485 Telephone Consumer Protection Act<br>☐ 490 Cable/Sat TV |
| **REAL PROPERTY** | **CIVIL RIGHTS** | **PRISONER PETITIONS** | **LABOR**<br>☐ 710 Fair Labor Standards Act<br>☐ 720 Labor/Management Relations<br>☐ 740 Railway Labor Act<br>☐ 751 Family and Medical Leave Act<br>☐ 790 Other Labor Litigation<br>☐ 791 Employee Retirement Income Security Act | | ☐ 850 Securities/Commodities/ Exchange<br>☐ 890 Other Statutory Actions<br>☐ 891 Agricultural Acts<br>☐ 893 Environmental Matters<br>☐ 895 Freedom of Information Act<br>☐ 896 Arbitration<br>☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision<br>☐ 950 Constitutionality of State Statutes |
| ☐ 210 Land Condemnation<br>☐ 220 Foreclosure<br>☐ 230 Rent Lease & Ejectment<br>☐ 240 Torts to Land<br>☐ 245 Tort Product Liability<br>☐ 290 All Other Real Property | ☐ 440 Other Civil Rights<br>☐ 441 Voting<br>☐ 442 Employment<br>☐ 443 Housing/ Accommodations<br>☐ 445 Amer. w/Disabilities - Employment<br>☐ 446 Amer. w/Disabilities - Other<br>☐ 448 Education | **Habeas Corpus:**<br>☐ 463 Alien Detainee<br>☐ 510 Motions to Vacate Sentence<br>☐ 530 General<br>☐ 535 Death Penalty<br>**Other:**<br>☐ 540 Mandamus & Other<br>☐ 550 Civil Rights<br>☐ 555 Prison Condition<br>☐ 560 Civil Detainee - Conditions of Confinement | **SOCIAL SECURITY**<br>☐ 861 HIA (1395ff)<br>☐ 862 Black Lung (923)<br>☐ 863 DIWC/DIWW (405(g))<br>☐ 864 SSID Title XVI<br>☐ 865 RSI (405(g))<br>**FEDERAL TAX SUITS**<br>☐ 870 Taxes (U.S. Plaintiff or Defendant)<br>☐ 871 IRS—Third Party 26 USC 7609<br>**IMMIGRATION**<br>☐ 462 Naturalization Application<br>☐ 465 Other Immigration Actions | |

## V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding  ☐ 2 Removed from State Court  ☐ 3 Remanded from Appellate Court  ☐ 4 Reinstated or Reopened  ☐ 5 Transferred from Another District *(specify)*  ☐ 6 Multidistrict Litigation - Transfer  ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
15 U.S.C. § 1114, 28 U.S.C. § 1332

Brief description of cause:
Trademark infringement, breach of contract, and declaratory judgment

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

**DEMAND $** over $75,000

CHECK YES only if demanded in complaint:
**JURY DEMAND:** ☒ Yes  ☐ No

## VIII. RELATED CASE(S) IF ANY

*(See instructions):*    JUDGE _____    DOCKET NUMBER _____

| DATE | SIGNATURE OF ATTORNEY OF RECORD |
|---|---|
| 08-31-2022 | /s/ Anne Shea Gaza (No. 4093) |

**FOR OFFICE USE ONLY**

RECEIPT # _____    AMOUNT _____    APPLYING IFP _____    JUDGE _____    MAG. JUDGE _____

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court.  This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet.  Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed.  The attorney filing a case should complete the form as follows:

I.(a)   **Plaintiffs-Defendants.**  Enter names (last, first, middle initial) of plaintiff and defendant.  If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b)   **County of Residence.**  For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c)   **Attorneys.**  Enter the firm name, address, telephone number, and attorney of record.  If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II.   **Jurisdiction.**  The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings.  Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff.  (1) Jurisdiction based on 28 U.S.C. 1345 and 1348.  Suits by agencies and officers of the United States are included here.
United States defendant.  (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question.  (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship.  (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states.  When Box 4 is checked, the citizenship of the different parties must be checked**.**  (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III.   **Residence (citizenship) of Principal Parties.**  This section of the JS 44 is to be completed if diversity of citizenship was indicated above.  Mark this section for each principal party.

IV.   **Nature of Suit.**  Place an "X" in the appropriate box.  If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable.  Click here for: Nature of Suit Code Descriptions.

V.   **Origin.**  Place an "X" in one of the seven boxes.
Original Proceedings.  (1) Cases which originate in the United States district courts.
Removed from State Court.  (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court.  (3) Check this box for cases remanded to the district court for further action.  Use the date of remand as the filing date.
Reinstated or Reopened.  (4) Check this box for cases reinstated or reopened in the district court.  Use the reopening date as the filing date.
Transferred from Another District.  (5) For cases transferred under Title 28 U.S.C. Section 1404(a).  Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer.  (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File.  (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.**  Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI.   **Cause of Action.**  Report the civil statute directly related to the cause of action and give a brief description of the cause.  **Do not cite jurisdictional statutes unless diversity.**  Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII.   **Requested in Complaint.**  Class Action.  Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand.  In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand.  Check the appropriate box to indicate whether or not a jury is being demanded.

VIII.   **Related Cases.**  This section of the JS 44 is used to reference related pending cases, if any.  If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.**  Date and sign the civil cover sheet.

# Exhibit A
## (TM Reg. No. 5,692,669)

# United States of America

## United States Patent and Trademark Office

# Arm

**Reg. No. 5,692,669**

**Registered Mar. 05, 2019**

**Int. Cl.: 9, 42**

**Service Mark**

**Trademark**

**Principal Register**

Arm Limited  (UNITED KINGDOM limited company (ltd.) )
110 Fulbourn Road
Cambridge, UNITED KINGDOM CB19NJ

CLASS 9: Electronic data processing equipment; computer hardware; integrated circuits; semiconductors; memory circuits for system-on-chip devices; microprocessors; RISC-based instruction set architectures, namely, software instructions designed to function with particular microprocessors; data processors; interfaces for computers; printed circuit boards; electronic circuit boards; internet servers; electronic sensors for sensing light, pressure, smells, touch, movement, moisture, temperature, sounds and electronic signals; smart devices, namely, blank smart cards and smart card readers; data processing equipment; electronic data storage devices, namely, computer servers; electronic devices that send and receive data in a connected network, namely, computers; computer software for the design, development, modelling, simulation, compiling, de-bugging, verification, construction and interfacing of integrated circuits, microprocessors, microprocessor cores, semiconductor intellectual property cores, macro cells, microcontrollers, bus interfaces and printed circuit boards; sim cards; software, namely, communication software as a Multimedia Services Identity Module (ISIM); computer software for the design, development, modelling, simulation, compiling, de-bugging and interfacing of application software and operating system software to run on integrated circuit based devices; downloadable electronic data files featuring microprocessor design file software; operating system software; security and cryptographic software; electronic publications, downloadable, in the nature of instruction manuals, user manuals, technical manuals, development manuals, datasheets, brochures, articles, newsletters, books, magazines, journals, research papers and white papers in the field of instruction set architectures, electronic data processing equipment, microprocessors, computer hardware, computer software, integrated circuit based devices and electronic devices that send and receive data in a connected network

FIRST USE 11-30-1990; IN COMMERCE 11-30-1990

CLASS 42: Research, development and design all relating to electronic data processing equipment, sim cards, microprocessors, system-on-chip devices, application specific integrated circuits, graphics processing units, semiconductor intellectual property cores, instruction set architectures, integrated circuits, computer hardware, computer software, electronic devices that send and receive data in a connected network, microcontrollers, bus interfaces and printed circuit boards; technical consultancy and technical support services, in the nature of diagnosing electronic data processing equipment, microprocessors, system-on-chip devices, application specific integrated circuits, graphics processing units, semiconductor intellectual property cores, instruction set architectures, integrated circuits, computer hardware, computer software, electronic devices that send and receive data in a connected network, microcontrollers, bus interfaces and printed circuit board problems; development and design all relating to computer software used in and for use in the design, development, modelling, simulation, compiling, de-bugging, verification, construction and interfacing of

Director of the United States
Patent and Trademark Office

integrated circuits, microprocessors system-on-chip devices, microcontrollers, bus interfaces and printed circuit boards; technical consultancy and technical support services in the nature of diagnosing computer software used in and for use in the design, development, modelling, simulation, compiling, de-bugging, verification, construction and interfacing of integrated circuits, microprocessors system-on-chip devices, microcontrollers, bus interfaces and printed circuit board problems; research, development and design all relating to computer software used in servers, operating system software, web services software, and security and cryptographic software; technical consultancy and technical support services in the nature of diagnosing problems with computer software used in servers, operating system software, web services software, and security and cryptographic software; maintenance and support services, namely, technical advice related to the installation of computer software; software as a service (SAAS) featuring software for accessing and integrating data from databases relating to the design of integrated circuits; software as a service (SAAS) featuring computer software development tools; software as a service (SAAS) featuring software for image analysis, recognition and enhancement; software as a service (SAAS) featuring software to connect, authenticate and manage internet of things electronic devices

FIRST USE 11-30-1990; IN COMMERCE 11-30-1990

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-548,889, FILED 07-31-2017

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**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

---

**Requirements in the First Ten  Years\***
**What and When to File:**

- *First Filing Deadline:*  You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date.  See 15 U.S.C. §§1058, 1141k.  If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

- *Second Filing Deadline:*  You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***
**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and  an  Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:**  The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date).  The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations.  See 15 U.S.C. §§1058, 1141k.  However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the  World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration.  See 15 U.S.C. §1141j.  For more information and renewal forms for the international registration, see http://www.wipo.int/madrid/en/.

**NOTE:  Fees and requirements for maintaining registrations are subject to change.  Please check the USPTO website for further information.  With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at** h ttp://www.uspto.gov.

**NOTE:  A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO.  To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic  Application System (TEAS) Correspondence  Address and Change of Owner  Address Forms available at** http://www.uspto.gov.

# Exhibit B
## (TM Reg. No. 5,692,670)

# United States of America

## United States Patent and Trademark Office

# arm

**Reg. No. 5,692,670**

**Registered Mar. 05, 2019**

**Int. Cl.: 9, 42**

**Service Mark**

**Trademark**

**Principal Register**

*Andrei Iancu*

Director of the United States
Patent and Trademark Office

Arm Limited  (UNITED KINGDOM limited company (ltd.) )
110 Fulbourn Road
Cambridge, UNITED KINGDOM CB19NJ

CLASS 9: Electronic data processing equipment; computer hardware; integrated circuits; semiconductors; memory circuits for system-on-chip devices; microprocessors; RISC-based instruction set architectures, namely, software instructions designed to function with particular microprocessors; data processors; interfaces for computers; printed circuit boards; electronic circuit boards; internet servers; electronic sensors for sensing light, pressure, smells, touch, movement, moisture, temperature, sounds and electronic signals; smart devices, namely, blank smart cards and smart card readers; data processing equipment; electronic data storage devices, namely, computer servers; electronic devices that send and receive data in a connected network, namely, computers; computer software for the design, development, modelling, simulation, compiling, de-bugging, verification, construction and interfacing of integrated circuits, microprocessors, microprocessor cores, semiconductor intellectual property cores, macro cells, microcontrollers, bus interfaces and printed circuit boards; sim cards; software, namely, communication software as a Multimedia Services Identity Module (ISIM); computer software for the design, development, modelling, simulation, compiling, de-bugging and interfacing of application software and operating system software to run on integrated circuit based devices; downloadable electronic data files featuring microprocessor design file software; operating system software; security and cryptographic software; electronic publications, downloadable, in the nature of instruction manuals, user manuals, technical manuals, development manuals, datasheets, brochures, articles, newsletters, books, magazines, journals, research papers and white papers in the field of instruction set architectures, electronic data processing equipment, microprocessors, computer hardware, computer software, integrated circuit based devices and electronic devices that send and receive data in a connected network

FIRST USE 8-1-2017; IN COMMERCE 8-1-2017

CLASS 42: Research, development and design all relating to electronic data processing equipment, sim cards, microprocessors, system-on-chip devices, application specific integrated circuits, graphics processing units, semiconductor intellectual property cores, instruction set architectures, integrated circuits, computer hardware, computer software, electronic devices that send and receive data in a connected network, microcontrollers, bus interfaces and printed circuit boards; technical consultancy and technical support services, in the nature of diagnosing electronic data processing equipment, microprocessors, system-on-chip devices, application specific integrated circuits, graphics processing units, semiconductor

intellectual property cores, instruction set architectures, integrated circuits, computer hardware, computer software, electronic devices that send and receive data in a connected network, microcontrollers, bus interfaces and printed circuit board problems; development and design all relating to computer software used in and for use in the design, development, modelling, simulation, compiling, de-bugging, verification, construction and interfacing of integrated circuits, microprocessors system-on-chip devices, microcontrollers, bus interfaces and printed circuit boards; technical consultancy and technical support services in the nature of diagnosing computer software used in and for use in the design, development, modelling, simulation, compiling, de-bugging, verification, construction and interfacing of integrated circuits, microprocessors system-on-chip devices, microcontrollers, bus interfaces and printed circuit board problems; research, development and design all relating to computer software used in servers, operating system software, web services software, and security and cryptographic software; technical consultancy and technical support services in the nature of diagnosing problems with computer software used in servers, operating system software, web services software, and security and cryptographic software; maintenance and support services, namely, technical advice related to the installation of computer software; software as a service (SAAS) featuring software for accessing and integrating data from databases relating to the design of integrated circuits; software as a service (SAAS) featuring computer software development tools; software as a service (SAAS) featuring software for image analysis, recognition and enhancement; software as a service (SAAS) featuring software to connect, authenticate and manage internet of things electronic devices

FIRST USE 8-1-2017; IN COMMERCE 8-1-2017

The mark consists of the word "arm" in all lowercase letters.

SER. NO. 87-548,918, FILED 07-31-2017

> **REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**
>
> **WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***
**What and When to File:**

- *First Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

- *Second Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***
**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see http://www.wipo.int/madrid/en/.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at** http://www.uspto.gov.

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at** http://www.uspto.gov.

AO 120 (Rev. 08/10)

| | |
|---|---|
| TO:     **Mail Stop 8**<br>**Director of the U.S. Patent and Trademark Office**<br>**P.O. Box 1450**<br>**Alexandria, VA 22313-1450** | **REPORT ON THE**<br>**FILING OR DETERMINATION OF AN**<br>**ACTION REGARDING A PATENT OR**<br>**TRADEMARK** |

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been

filed in the U.S. District Court _____ on the following

☐ Trademarks or ☐ Patents. ( ☐ the patent action involves 35 U.S.C. § 292.):

| DOCKET NO. | DATE FILED | U.S. DISTRICT COURT | |
|---|---|---|---|
| PLAINTIFF | | DEFENDANT | |
| PATENT OR<br>TRADEMARK NO. | DATE OF PATENT<br>OR TRADEMARK | HOLDER OF PATENT OR TRADEMARK | |
| 1 | | | |
| 2 | | | |
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| 5 | | | |

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

| DATE INCLUDED | INCLUDED BY<br>☐ Amendment    ☐ Answer    ☐ Cross Bill    ☐ Other Pleading | |
|---|---|---|
| PATENT OR<br>TRADEMARK NO. | DATE OF PATENT<br>OR TRADEMARK | HOLDER OF PATENT OR TRADEMARK |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

In the above—entitled case, the following decision has been rendered or judgement issued:

| DECISION/JUDGEMENT |
|---|
| |

| CLERK | (BY) DEPUTY CLERK | DATE |
|---|---|---|
| | | |

**Copy 1—Upon initiation of action, mail this copy to Director**    **Copy 3—Upon termination of action, mail this copy to Director**
**Copy 2—Upon filing document adding patent(s), mail this copy to Director**    **Copy 4—Case file copy**

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

| | |
|---|---|
| ARM LTD., a U.K. corporation, <br><br> Plaintiff, <br><br> v. <br><br> QUALCOMM INC., a Delaware corporation, QUALCOMM TECHNOLOGIES, INC., a Delaware corporation, and NUVIA, INC., a Delaware corporation, <br><br> Defendants. | C.A. No. _____ <br><br> **JURY TRIAL DEMANDED** |

**PLAINTIFF ARM LTD.'S CORPORATE DISCLOSURE STATEMENT**

Pursuant to Federal Rule of Civil Procedure 7.1(a), Plaintiff Arm Ltd. discloses that it is a wholly owned subsidiary of Softbank Group Capital Ltd. and SVF HoldCo (UK) Ltd., which are wholly owned subsidiaries of Softbank Group Corp.  Softbank Group Corp. is publicly traded on the Tokyo Stock Exchange.  No publicly held corporations directly own more than 10% of Arm Ltd.'s stock.

Dated: August 31, 2022

OF COUNSEL:

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agaza@ycst.com
rvrana@ycst.com
swilson@ycst.com

*Attorneys for Plaintiff Arm Ltd.*

-2-

AO 440 (Rev. 06/12)  Summons in a Civil Action

# UNITED STATES DISTRICT COURT
## for the

_____ District of _____

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|  | ) |  |
|  | ) |  |
|  | ) |  |
| *Plaintiff(s)* | ) |  |
| v. | ) | Civil Action No. |
|  | ) |  |
|  | ) |  |
|  | ) |  |
|  | ) |  |
|  | ) |  |
| *Defendant(s)* | ) |  |

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure.  The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: _____

_____
*Signature of Clerk or Deputy Clerk*

AO 440 (Rev. 06/12)  Summons in a Civil Action (Page 2)

Civil Action No.

## PROOF OF SERVICE
*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

❐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

❐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

❐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

❐ I returned the summons unexecuted because _____ ; or

❐ Other *(specify):*

_____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
*Server's signature*

_____
*Printed name and title*

_____
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12)  Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

_____ District of _____

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|  | ) | |
|  | ) | |
| *Plaintiff(s)* | ) | |
| v. | ) | Civil Action No. |
|  | ) | |
|  | ) | |
|  | ) | |
|  | ) | |
|  | ) | |
| *Defendant(s)* | ) | |

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure.  The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: _____          _____

*Signature of Clerk or Deputy Clerk*

AO 440 (Rev. 06/12)  Summons in a Civil Action (Page 2)

Civil Action No.

## PROOF OF SERVICE
### *(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

&#10063; I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

&#10063; I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

&#10063; I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

&#10063; I returned the summons unexecuted because _____ ; or

&#10063; Other *(specify):*

_____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
*Server's signature*

_____
*Printed name and title*

_____
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12)  Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

_____ District of _____

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|  | ) |  |
| *Plaintiff(s)* | ) |  |
| v. | ) | Civil Action No. |
|  | ) |  |
|  | ) |  |
|  | ) |  |
|  | ) |  |
| *Defendant(s)* | ) |  |

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure.  The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: _____          _____

*Signature of Clerk or Deputy Clerk*

AO 440 (Rev. 06/12)  Summons in a Civil Action (Page 2)

Civil Action No.

## PROOF OF SERVICE
### *(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

❐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

❐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

❐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

❐ I returned the summons unexecuted because _____ ; or

❐ Other *(specify):*

_____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
*Server's signature*

_____
*Printed name and title*

_____
*Server's address*

Additional information regarding attempted service, etc: