

1 Plaintiff Dolby Laboratories, Inc. (“Dolby”), by its attorneys, files this Second Amended
2 Complaint For Declaratory Judgment Of Non-Infringement against Defendant Intertrust
3 Technologies Corporation (“Intertrust”) and hereby alleges as follows:

4 **NATURE OF THE ACTION**

5 1. This is an action for declaratory judgment seeking declarations of non-infringement
6 under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*, and the Declaratory Judgment Act,
7 28 U.S.C. §§ 2201 and 2202.

8 2. This action arises from Intertrust’s assertion against Dolby of U.S. Patent Nos.
9 6,157,721, entitled “Systems And Methods Using Cryptography To Protect Secure Computing
10 Environments” (the “’721 Patent”); 6,640,304, entitled “Systems And Methods For Secure
11 Transaction Management And Electronic Rights Protection” (the “’304 Patent”); 6,785,815, entitled
12 “Methods And Systems For Encoding And Protecting Data Using Digital Signature And
13 Watermarking Techniques” (the “’815 Patent”); 7,340,602, entitled “Systems and Methods For
14 Authenticating And Protecting The Integrity Of Data Streams And Other Data” (the “’602 Patent”);
15 7,406,603, entitled “Data Protection Systems and Methods” (the “’603 Patent”); 7,694,342, entitled
16 “Systems and Methods for Managing and Protecting Electronic Content and Applications” (the “’342
17 Patent”); 8,191,157, entitled “Systems and Methods for Secure Transaction Management and
18 Electronic Rights Protection” (the “’157 Patent”); 8,191,158, entitled “Systems and Methods for
19 Secure Transaction Management and Electronic Rights Protection” (the “’158 Patent”); 8,931,106,
20 entitled “Systems and Methods for Managing and Protecting Electronic Content and Applications”
21 (the “’106 Patent”); and 9,569,627, entitled “Systems and Methods for Governing Content
22 Rendering, Protection, and Management Applications” (the “’627 Patent”) (collectively, the
23 “Patents-in-Suit”). Dolby asserts claims for declaratory judgment of non-infringement of the
24 Patents-in-Suit.

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PARTIES

3. Plaintiff Dolby is a California corporation having its principal place of business at 1275 Market Street, San Francisco, California 94103. Dolby is a global leader in the design, development, and distribution of audio and video solutions.

4. On information and belief, Defendant Intertrust is a corporation existing under the laws of the State of Delaware having its principal place of business at 920 Stewart Drive, Suite 100, Sunnyvale, California 94085.

JURISDICTION AND VENUE

5. This action arises under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*, and the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202. This Court has subject matter jurisdiction based upon 28 U.S.C. §§ 1331 and 1338(a).

6. This Court has personal jurisdiction over Intertrust in this District. Upon information and belief, Intertrust has its principal place of business in this District.

7. Upon information and belief, Intertrust, directly or through its agents, has regularly conducted business activities in California and this action arises out of and relates to activities that Intertrust has purposefully directed at California and this District. Among other things, Intertrust purposefully directed allegations of patent infringement to Dolby in this District by directing communications to Dolby and meeting with Dolby in this District, and in such communications and meeting, alleging that Dolby infringes one or more claims of the Patents-in-Suit.

8. Venue is proper in this judicial district based on 28 U.S.C. §§ 1391(b)-(c) and 28 U.S.C. §1400(b).

INTRADISTRICT ASSIGNMENT

9. This case is an Intellectual Property Action under Civil Local Rule 3-2(c) and, pursuant to Civil Local Rule 3-5(b), shall be assigned on a district-wide basis.

FACTUAL ALLEGATIONS

THE PATENTS-IN-SUIT

10. The '721 Patent states on its cover that it was issued on December 5, 2000 to named inventors Victor H. Shear of Bethesda, Maryland; W. Olin Sibert of Lexington, Massachusetts; and

1 David V. Van Wie of Sunnyvale, California. The '721 Patent also states that the initial assignee of
2 the '721 Patent was Intertrust Technologies Corp. of Santa Clara, California. A true and correct copy
3 of the patent is attached to this First Amended Complaint as Exhibit 1.

4 11. The '304 Patent states on its cover that it was issued on October 28, 2003 to named
5 inventors Karl L. Ginter of Beltsville, Maryland; Victor H. Shear of Bethesda, Maryland; Francis J.
6 Spahn of El Cerrito, California and David V. Van Wie of Eugene, Oregon. The '304 Patent also
7 states that the initial assignee of the '304 Patent was Intertrust Technologies Corporation of Santa
8 Clara, California. A true and correct copy of the patent is attached to this First Amended Complaint
9 as Exhibit 2.

10 12. The '815 Patent states on its cover that it was issued on August 31, 2004 to named
11 inventors Xavier Serret-Avila of Santa Clara, California and Gilles Boccon-Gibod of Los Altos,
12 California. The '815 Patent also states that the initial assignee of the '815 Patent was Intertrust
13 Technologies Corp. of Santa Clara, California. A true and correct copy of the patent is attached to
14 this First Amended Complaint as Exhibit 3.

15 13. The '602 Patent states on its cover that it was issued on March 4, 2008 to named
16 inventor Xavier Serret-Avila of Santa Clara, California. The '602 Patent also states that the initial
17 assignee of the '602 Patent was Intertrust Technologies Corp. of Sunnyvale, California. A true and
18 correct copy of the patent is attached to this First Amended Complaint as Exhibit 4.

19 14. The '603 Patent states on its cover that it was issued on July 29, 2008 to named
20 inventors Michael K. MacKay of Los Altos, California; W. Olin Sibert of Lexington, Massachusetts;
21 Richard A. Landsman of Scotts Valley, California; Eric J. Swenson of Santa Cruz, California and
22 William Hunt of Walnut Creek, California. The '603 Patent also states that the initial assignee of
23 the '603 Patent was Intertrust Technologies Corp. of Sunnyvale, California. A true and correct copy
24 of the patent is attached to this First Amended Complaint as Exhibit 5.

25 15. The '342 Patent states on its cover that it was issued on April 6, 2010 to named
26 inventors David P. Maher of Livermore, California; James M. Rudd of San Francisco, California;
27 Eric J. Swenson of Santa Cruz, California and Richard A. Landsman of Scotts Valley, California.
28 The '342 Patent also states that the initial assignee of the '342 Patent was Intertrust Technologies

1 Corp. of Sunnyvale, California. A true and correct copy of the patent is attached to this First
2 Amended Complaint as Exhibit 6.

3 16. The '157 Patent states on its cover that it was issued on May 29, 2012 to named
4 inventors Karl L. Ginter of Beltsville, Maryland; Victor H. Shear of Bethesda, Maryland; Francis J.
5 Spahn of El Cerrito, California and David V. Van Wie of Sunnyvale, California. The '157 Patent
6 also states that the initial assignee of the '157 Patent was Intertrust Technologies Corporation of
7 Sunnyvale, California. A true and correct copy of the patent is attached to this First Amended
8 Complaint as Exhibit 7.

9 17. The '158 Patent states on its cover that it was issued on May 29, 2012 to named
10 inventors Karl L. Ginter of Beltsville, Maryland; Victor H. Shear of Bethesda, Maryland; Francis J.
11 Spahn of El Cerrito, California and David V. Van Wie of Eugene, Oregon. The '158 Patent also
12 states that the initial assignee of the '158 Patent was Intertrust Technologies Corporation of
13 Sunnyvale, California. A true and correct copy of the patent is attached to this First Amended
14 Complaint as Exhibit 8.

15 18. The '106 Patent states on its cover that it was issued on January 6, 2015 to named
16 inventors David P. Maher of Livermore, California; James M. Rudd of San Francisco, California;
17 Eric J. Swenson of Santa Cruz, California and Richard A. Landsman of Scotts Valley, California.
18 The '106 Patent also states that the initial assignee of the '106 Patent was Intertrust Technologies
19 Corporation of Sunnyvale, California. A true and correct copy of the patent is attached to this First
20 Amended Complaint as Exhibit 9.

21 19. The '627 Patent states on its cover that it was issued on February 14, 2017 to named
22 inventors Michael K. MacKay of Livermore, California and David P. Maher of Livermore,
23 California. The '627 Patent also states that the initial assignee of the '627 Patent was Intertrust
24 Technologies Corporation of Sunnyvale, California. A true and correct copy of the patent is attached
25 to this First Amended Complaint as Exhibit 10.

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DISPUTE BETWEEN DOLBY AND INTERTRUST
CONCERNING THE PATENTS-IN-SUIT

20. Doremi Labs, Inc., founded in 1985 in Burbank, California, was a leading developer and manufacturer of digital cinema technology. Digital cinema refers generally to the use of digital technology to master, transport, store or present motion pictures as opposed to the historical use of reels of motion picture film, such as 35 mm film.

21. To establish a uniform architecture for digital cinema technology, Digital Cinema Initiatives, LLC (DCI) was created in March 2002 as a joint venture of major motion picture studios, including Disney, Paramount, Sony Pictures Entertainment, Universal and Warner Bros. Studios. According to its website dcimovies.com, DCI's primary purpose is to establish and document voluntary specifications for an open architecture for digital cinema that ensures a uniform and high level of technical performance, reliability and quality control.

22. Among the specifications promulgated by DCI are the Digital Cinema System Specification ("DCSS"), which defines technical specifications and requirements for technology used in the mastering, distribution, and theatrical presentation of digital cinema content (*e.g.*, a motion picture or trailer). Such technology includes servers used in the storage or playback of digital cinema content, sometimes referred to as digital cinema servers or media block servers.

23. On October 31, 2014, Dolby acquired Doremi Technologies LLC ("Doremi"), a privately held company, and certain assets related to the business of Doremi from Doremi Labs, Inc. and Highlands Technologies SAS. At that time, the product offerings of Doremi Labs, Inc. included digital cinema (or media block) servers.

24. Prior to the acquisition of Doremi, Dolby sold Dolby branded media server products. Since the acquisition, Dolby has sold both Dolby and Doremi branded media server products.

25. On information and belief, in or around April of 2018, Intertrust, through its litigation counsel at Quinn Emanuel Urquhart & Sullivan, LLP ("Quinn Emanuel"), directed communications (the "Intertrust Assertion Letters") to various customers of Dolby and Doremi media server products, including without limitation, AMC Entertainment Holdings, Inc. ("AMC"), Cinemark Holdings, Inc. ("Cinemark") and Regal Entertainment Group ("Regal"), alleging that the customers were

1 infringing the Patents-in-Suit by rendering movies using “unlicensed” digital cinema equipment
2 compliant with requirements promulgated by DCI, including as set forth in the DCSS. The Intertrust
3 Assertion Letters concluded: “If you wish to resolve this matter amicably through a licensing
4 negotiation,” the customer should contact litigation counsel at Quinn Emanuel.

5 26. The infringement allegations of the Intertrust Assertion Letters repeatedly reference
6 the digital cinema theater system framework specified by DCI in the DCSS, including security
7 elements, such as the “Security Manager (SM).” According to the DCI specifications, the Security
8 Manager is contained within the media block, or Image Media Block (IMB), component of the
9 theater system. Dolby offers Doremi and Dolby branded DCI-compliant media server products
10 containing such media blocks, which products include, for example, the ShowVault/IMB, IMS1000,
11 IMS2000, IMS3000, DSS100/DSP100, DSS200, and DCP2000.

12 27. Following receipt of the Intertrust Assertion Letters, Dolby’s customers (including
13 AMC, Cinemark and Regal) sent letters to Dolby stating that Intertrust’s infringement allegations
14 implicated Doremi and Dolby branded DCI-compliant products, and requesting indemnification with
15 respect to Intertrust’s assertions.

16 28. Subsequent to contacting Dolby’s customers, Intertrust directed communications to
17 Dolby regarding licensing of the Patents-in-Suit, including multiple emails and several in-person
18 meetings. At February and March 2019 in-person meetings, Intertrust made presentations to Dolby
19 that explicitly addressed Intertrust’s alleged patent coverage of DCI-compliant products, and
20 demanded royalties from Dolby based on revenues purportedly generated by the targeted Dolby
21 customers from digital cinema.

22 29. Intertrust’s communications with Dolby regarding patent royalties also included
23 discussions specifically directed to Dolby’s Doremi and Dolby branded DCI-compliant media server
24 products as used in digital cinema applications (collectively, the “Dolby Accused Products”). By
25 September 2018, Intertrust had prepared claim charts purporting to map at least one claim of each of
26 the Patents-in-Suit onto DCI-compliant media server products, such as the Dolby Accused Products.
27 By January 2019, Intertrust provided Dolby those claim charts, and in the accompanying cover letter
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1 expressly referred to Dolby products, seeking discussion of “our claims on the Digital Cinema
2 Initiative and Dolby products that implement it.”

3 30. In particular, Intertrust’s claim charts attempt to show that a DCI-compliant media
4 block server (or IMB) meets the elements of the asserted patent claims, including: claim 5 of the ’721
5 Patent; claim 24 of the ’304 Patent; claims 42 and 43 of the ’815 Patent; claim 25 of the ’602 Patent;
6 claim 1 of the ’603 Patent; claim 1 of the ’342 Patent; claims 69-75, 80, 81, 84, 86, 90, 95, and 96 of
7 the ’157 Patent; claim 4 of the ’158 Patent; claim 17 of the ’106 Patent; and claims 1 and 4-8 of
8 the ’627 Patent.

9 31. During in-person meetings and in email, Dolby rejected Intertrust’s royalty demands,
10 and communicated to Intertrust that it did not agree that compliance with the DCI specification
11 showed infringement of Intertrust’s Patents-in-Suit. Dolby further responded to Intertrust concurrent
12 with filing of this action that, among other things, Dolby does not infringe the Patents-in-Suit, and
13 that Dolby declines to take a license. Accordingly, Intertrust’s assertions to Dolby that compliance
14 with the DCI specification shows infringement of the Patents-in-Suit created an actual controversy
15 concerning whether Dolby infringes the Patents-in-Suit.

16 32. Dolby manufactures the Dolby Accused Products with the intent that such products
17 comply with the DCI specifications, submits samples of such products to testing facilities to certify
18 DCI compliance, and represents such products as DCI-certified or DCI-compliant, including in
19 advertisements and offers for sale. Accordingly, Intertrust’s assertion that compliance with the DCI
20 specification shows infringement of the Patents-in-Suit further created a controversy concerning
21 whether Dolby’s advertisements, offers for sale, and sale of the Dolby Accused Products indirectly
22 infringed the Patents-in-Suit.

23 33. In the past, Intertrust has initiated litigation asserting at least some of the Patents-in-
24 Suit. On March 20, 2013, Intertrust filed a complaint (Case No. 4:13-cv-01235) in the District Court
25 for the Northern District of California against Apple Inc. (“Apple”) for patent infringement alleging
26 that Apple products infringe, among other patents, the ’721, ’157, and ’158 Patents. Intertrust’s
27 litigation counsel in that Apple litigation was Quinn Emanuel, the same law firm that sent the
28 Intertrust Assertion Letters.

1 34. Accordingly, an actual and justiciable controversy exists between Dolby and
2 Intertrust concerning whether Dolby (or use of the Dolby Accused Products) directly or indirectly
3 infringes one or more claims of any of the Patents-in-Suit. Dolby now seeks a declaratory judgment
4 that Dolby does not infringe the claims of the Patents-in-Suit.

5 **FIRST CLAIM FOR RELIEF**

6 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '721 PATENT**

7 35. This is a claim for declaratory judgment of non-infringement of the '721 Patent. The
8 allegations of Paragraphs 1 through 34 above are repeated as though fully set forth herein.

9 36. Dolby is not infringing and has not infringed, directly or indirectly, literally or under
10 the doctrine of equivalents, willfully or otherwise, any claim of the '721 Patent.

11 37. As a non-limiting example, Dolby does not infringe asserted claim 5 of the '721
12 Patent at least because neither Dolby nor use of the Dolby Accused Products performs the step of
13 "issuing at least one digital certificate attesting to the results of the verifying step." The verifying
14 step refers to verifying that a load module satisfies an associated specification that describes one or
15 more functions of the load module, after testing the load module. [REDACTED]

16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 38. Dolby had no knowledge of the '721 Patent prior to Intertrust's allegations of
22 infringement. Dolby does not and did not intend that its customers infringe the '721 Patent.

23 39. Dolby is entitled to a judicial declaration and order that it does not infringe and has
24 not infringed any claim of the '721 Patent.

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SECOND CLAIM FOR RELIEF

DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '304 PATENT

40. This is a claim for declaratory judgment of non-infringement of the '304 Patent. The allegations of Paragraphs 1 through 39 above are repeated as though fully set forth herein.

41. Dolby is not infringing and has not infringed, directly or indirectly, literally or under the doctrine of equivalents, willfully or otherwise, any claim of the '304 Patent.

42. As a non-limiting example, Dolby does not infringe asserted claim 24 of the '304 Patent at least because neither Dolby nor use of the Dolby Accused Products performs the step of "reporting information relating to the use of the digital file to the first entity." Claim 24 recites that the first entity provides control information that governs use of the digital file at the computing system. Dolby and Dolby Accused Products do not provide information relating to the use of a digital file to the same entity that provides the control information for use of the digital file. For example, [REDACTED]

43. Dolby had no knowledge of the '304 Patent prior to Intertrust's allegations of infringement. Dolby does not and did not intend that its customers infringe the '304 Patent.

44. Dolby is entitled to a judicial declaration and order that it does not infringe and has not infringed any claim of the '304 Patent.

THIRD CLAIM FOR RELIEF

DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '815 PATENT

45. This is a claim for declaratory judgment of non-infringement of the '815 Patent. The allegations of Paragraphs 1 through 44 above are repeated as though fully set forth herein.

46. Dolby is not infringing and has not infringed, directly or indirectly, literally or under the doctrine of equivalents, willfully or otherwise, any claim of the '815 Patent.

47. As a non-limiting example, Dolby does not infringe asserted claims 42 and 43 of the '815 Patent at least because neither Dolby nor use of the Dolby Accused Products perform the

1 steps of “verifying the authenticity of the at least one check value using the digital signature” and
 2 “verifying the authenticity of at least a portion of the file using the at least one check value.” The
 3 Dolby Accused Products do not verify the authenticity of a data file using a check value that has
 4 been authenticated using a digital signature. For example, [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED].

8 48. Dolby had no knowledge of the '815 Patent prior to Intertrust's allegations of
 9 infringement. Dolby does not and did not intend that its customers infringe the '815 Patent.

10 49. Dolby is entitled to a judicial declaration and order that it does not infringe and has
 11 not infringed any claim of the '815 Patent.

12 **FOURTH CLAIM FOR RELIEF**

13 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '602 PATENT**

14 50. This is a claim for declaratory judgment of non-infringement of the '602 Patent. The
 15 allegations of Paragraphs 1 through 49 above are repeated as though fully set forth herein.

16 51. Dolby is not infringing and has not infringed, directly or indirectly, literally or under
 17 the doctrine of equivalents, willfully or otherwise, any claim of the '602 Patent.

18 52. As a non-limiting example, Dolby does not infringe asserted claim 25 of the '602
 19 Patent at least because neither Dolby nor use of the Dolby Accused Products perform the steps of
 20 “inserting error-check values . . . in proximity to a portion of the block of data to which it
 21 corresponds . . . each operable to facilitate authentication of a portion of the block of data and of a
 22 check value in the progression of check values” and “transmitting the encoded block of data and the
 23 check values to a user's system, whereby the user's system is able to receive and authenticate portions
 24 of the encoded block of data before the entire encoded block of data is received, wherein each error-
 25 check value comprises a hash of the portion of the block of data to which it corresponds.” The Dolby
 26 Accused Products do not transmit log reports that permit the user to receive and authenticate a portion
 27 of the log report before the entire report is received. For example, [REDACTED]

28 [REDACTED] [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED].

5 53. Dolby had no knowledge of the '602 Patent prior to Intertrust's allegations of
6 infringement. Dolby does not and did not intend that its customers infringe the '602 Patent.

7 54. Dolby is entitled to a judicial declaration and order that it does not infringe and has
8 not infringed any claim of the '602 Patent.

9 **FIFTH CLAIM FOR RELIEF**

10 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '603 PATENT**

11 55. This is a claim for declaratory judgment of non-infringement of the '603 Patent. The
12 allegations of Paragraphs 1 through 54 above are repeated as though fully set forth herein.

13 56. Dolby is not infringing and has not infringed, directly or indirectly, literally or under
14 the doctrine of equivalents, willfully or otherwise, any claim of the '603 Patent.

15 57. As a non-limiting example, Dolby does not infringe asserted claim 1 of the '603
16 Patent at least because neither Dolby nor use of the Dolby Accused Products perform the steps of
17 "identifying one or more software modules responsible for processing the piece of electronic media
18 content and enabling use of the piece of electronic media content by the user," "processing . . . using
19 at least one of . . . the software modules" and "evaluating whether the at least one of . . . the software
20 modules process . . . content in an authorized manner." The Dolby Accused Products do not check
21 digital certificates that attest to the validity or function of software in response to a request to process
22 a piece of electronic media content by a user; nor is a digital certificate checked after playback of the
23 content begins to evaluate whether software is processing the content in an authorized manner. For
24 example, [REDACTED]

25 [REDACTED]
26 [REDACTED]

27 58. Dolby had no knowledge of the '603 Patent prior to Intertrust's allegations of
28 infringement. Dolby does not and did not intend that its customers infringe the '603 Patent.

1 59. Dolby is entitled to a judicial declaration and order that it does not infringe and has
2 not infringed any claim of the '603 Patent.

3 **SIXTH CLAIM FOR RELIEF**

4 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '342 PATENT**

5 60. This is a claim for declaratory judgment of non-infringement of the '342 Patent. The
6 allegations of Paragraphs 1 through 59 above are repeated as though fully set forth herein.

7 61. Dolby is not infringing and has not infringed, directly or indirectly, literally or under
8 the doctrine of equivalents, willfully or otherwise, any claim of the '342 Patent.

9 62. As a non-limiting example, Dolby does not infringe asserted claim 1 of the '342
10 Patent at least because neither Dolby nor use of the Dolby Accused Products performs the step of
11 “executing an application program on the user’s computing device, the application program being
12 capable of rendering electronic content, the application program having at least a first digital
13 certificate associated therewith, the first digital certificate being generated by or on behalf of a first
14 entity comprising an association of one or more content providers.” The Dolby Accused Products
15 do not have digital certificates associated with application programs for rendering electronic content.

16 For example, [REDACTED]

17 [REDACTED]
18 [REDACTED]
19 [REDACTED]. Further, a digital certificate associated with a media
20 block server is issued by the manufacturing vendor, not an association of one or more content
21 providers.

22 63. Similarly, the Dolby Accused Products do not meet other steps of claim 1 that are
23 based on and require an application program having a digital certificate associated therewith. For
24 example, the “requesting” step requires that a piece of electronic content have an associated “rule”
25 specifying a “condition” that it may be rendered by an application program “having the first digital
26 certificate associated therewith.” At least because the Dolby Accused Products do not have a digital
27 certificate associated with a particular application program, they do not perform this step. Nor do
28 they perform the steps of “using a rights management program . . . to determine that the piece of

1 electronic content may be rendered by an application program having the first digital certificate
2 associated therewith,” and “verifying the association of the first digital certificate with the application
3 program,” for at least the same reason.

4 64. Dolby had no knowledge of the '342 Patent prior to Intertrust's allegations of
5 infringement. Dolby does not and did not intend that its customers infringe the '342 Patent.

6 65. Dolby is entitled to a judicial declaration and order that it does not infringe and has
7 not infringed any claim of the '342 Patent.

8 **SEVENTH CLAIM FOR RELIEF**

9 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '157 PATENT**

10 66. This is a claim for declaratory judgment of non-infringement of the '157 Patent. The
11 allegations of Paragraphs 1 through 65 above are repeated as though fully set forth herein.

12 67. Dolby is not infringing and has not infringed, directly or indirectly, literally or under
13 the doctrine of equivalents, willfully or otherwise, any claim of the '157 Patent.

14 68. As a non-limiting example, Dolby does not infringe asserted claims 69-75, 80, 81,
15 and 84 of the '157 Patent at least because neither Dolby nor use of the Dolby Accused Products
16 performs the step of “decrypting, by the electronic appliance, the first key using (a) a second key and
17 (b) a secure processing unit running on the electronic appliance, the second key being stored in
18 memory of the secure processing unit.” The electronic appliance of claim 69 comprises a processor
19 and a memory encoded with program instructions. According to claim 69, running on the electronic
20 appliance is a secure processing unit that includes memory where a second key used for decryption
21 is stored. The Dolby Accused Products do not have a secure processing unit running on an electronic
22 appliance, the secure processing unit having memory distinct from the memory of the electronic
23 appliance, or a second key used for decryption stored in memory of the secure processing unit. For
24 example, the Dolby Accused Products do not contain a secure silicon memory that stores a second
25 key used for decryption. [REDACTED]

26 [REDACTED]
27 69. As an additional non-limiting example, Dolby does not infringe asserted claims 86,
28 90, 95, and 96 of the '157 Patent at least because neither Dolby nor use of the Dolby Accused

1 Products performs the step of “receiving, by the electronic appliance, a request from a user of the
2 electronic appliance to use the first piece of electronic content.” The Dolby Accused Products do
3 not receive from a user of the Dolby Accused Products a request to use a piece of electronic content
4 that is at least partially encrypted. For example, [REDACTED]

5 [REDACTED]
6 [REDACTED].
7 70. Dolby had no knowledge of the '157 Patent prior to Intertrust's allegations of
8 infringement. Dolby does not and did not intend that its customers infringe the '157 Patent.

9 71. Dolby is entitled to a judicial declaration and order that it does not infringe and has
10 not infringed any claim of the '157 Patent.

11 **EIGHTH CLAIM FOR RELIEF**

12 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '158 PATENT**

13 72. This is a claim for declaratory judgment of non-infringement of the '158 Patent. The
14 allegations of Paragraphs 1 through 71 above are repeated as though fully set forth herein.

15 73. Dolby is not infringing and has not infringed, directly or indirectly, literally or under
16 the doctrine of equivalents, willfully or otherwise, any claim of the '158 Patent.

17 74. As a non-limiting example, Dolby does not infringe asserted claim 4 of the '158
18 Patent at least because neither Dolby nor use of the Dolby Accused Products performs the step of
19 “using, at least in part, a decryption key to decrypt the electronic content item, the decryption key
20 being stored in a secure processing unit contained in the electronic appliance.” The electronic
21 appliance of claim 4 comprises a processor and a memory encoded with program instructions. The
22 same electronic appliance contains the secure processing unit where the decryption key is stored.
23 The Dolby Accused Products do not have a decryption key stored in a secure processing unit that is
24 contained in the electronic appliance. For example, the Dolby Accused Products do not contain a
25 secure silicon memory that stores a key used for decryption. [REDACTED]

26 [REDACTED].
27 75. Dolby had no knowledge of the '158 Patent prior to Intertrust's allegations of
28 infringement. Dolby does not and did not intend that its customers infringe the '158 Patent.

76. Dolby is entitled to a judicial declaration and order that it does not infringe and has not infringed any claim of the '158 Patent.

NINTH CLAIM FOR RELIEF

DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '106 PATENT

77. This is a claim for declaratory judgment of non-infringement of the '106 Patent. The allegations of Paragraphs 1 through 76 above are repeated as though fully set forth herein.

78. Dolby is not infringing and has not infringed, directly or indirectly, literally or under the doctrine of equivalents, willfully or otherwise, any claim of the '106 Patent.

79. As a non-limiting example, Dolby does not infringe asserted claim 17 of the '106 Patent at least because neither Dolby nor use of the Dolby Accused Products perform the step of “executing a rendering application on the computing device, the rendering application being associated with at least the first digital certificate.” The Dolby Accused Products do not have digital certificates associated with application programs for rendering electronic content. For example, [REDACTED]

80. Similarly, the Dolby Accused Products do not meet other steps of claim 17 that are based on and require a rendering application having a digital certificate associated therewith. For example, the step of “receiving” data specifying a “condition” that the piece of electronic content “be rendered by a rendering application program associated with a first digital certificate.” At least because the Dolby Accused Products do not have a digital certificate associated with a particular rendering application, they do not perform this step; nor do they perform the steps of “requesting . . . permission for the rendering application” and “determining whether” the condition has been satisfied, for at least the same reason.

81. Dolby had no knowledge of the '106 Patent prior to Intertrust's allegation of infringement. Dolby does not and did not intend that its customers infringe the '106 Patent.

1 82. Dolby is entitled to a judicial declaration and order that it does not infringe and has
2 not infringed any claim of the '106 Patent.

3 **TENTH CLAIM FOR RELIEF**

4 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '627 PATENT**

5 83. This is a claim for declaratory judgment of non-infringement of the '627 Patent. The
6 allegations of Paragraphs 1 through 82 above are repeated as though fully set forth herein.

7 84. Dolby is not infringing and has not infringed, directly or indirectly, literally or under
8 the doctrine of equivalents, willfully or otherwise, any claim of the '627 Patent.

9 85. As a non-limiting example, Dolby does not infringe asserted claims 1, 4, 5, 6, 7, and
10 8 of the '627 Patent at least because neither Dolby nor use of the Dolby Accused Products perform
11 the steps of "receiving, by a secure control application executing on the system in a protected
12 processing environment, a request to access protected content by a governed application executing
13 on the system in a processing environment separate from the protected processing environment," and
14 "sending, by the secure control application, the unencrypted secret information from the protected
15 processing environment to the governed application executing in the processing environment
16 separate from the protected processing environment." The Dolby Accused Products do not have a
17 secure control application executing in a protected processing environment separate from the
18 processing environment of an application that it controls. For example, [REDACTED]

19 [REDACTED]
20 [REDACTED] Also, the Dolby Accused Products do not contain a secure silicon
21 memory that stores a key used for decryption.

22 86. Dolby had no knowledge of the '627 Patent prior to Intertrust's allegation of
23 infringement. Dolby does not and did not intend that its customers infringe the '627 Patent.

24 87. Dolby is entitled to a judicial declaration and order that it does not infringe and has
25 not infringed any claim of the '627 Patent.

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PRAYER FOR RELIEF

WHEREFORE, Dolby respectfully requests this Court grant the following relief:

- A. Declaratory judgment that Dolby is not infringing and has not infringed, directly or indirectly, literally or under the doctrine of equivalents, willfully or otherwise, any valid and enforceable claim of each of the Patents-in-Suit;
- B. Order preliminarily and permanently enjoining Intertrust, its officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with it who receive actual notice by personal service or otherwise, from asserting or threatening to assert against Dolby or its customers, potential customers, or users of the Dolby Accused Products, any charge of infringement of any valid and enforceable claims of the Patents-in-Suit;
- C. Order awarding Dolby its reasonable and necessary attorneys' fees, expenses, and costs, and prejudgment interest thereon; and
- D. Order granting to Dolby such other and further relief as this Court may deem just and proper.

JURY DEMAND

Dolby demands a trial by jury on all issues so triable in this action.

Date: November 27, 2019

Respectfully submitted,

By: /s/ Mark D. Rowland

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CERTIFICATE OF SERVICE

I hereby certify that on November 27, 2019, I caused an unredacted copy of the above document to be served on counsel of record via E-mail.

/s/ Joseph B. Palmieri
Joseph B. Palmieri