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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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11 UNIVERSAL CITY STUDIOS LLC and
UNIVERSAL STUDIOS HOME
12 ENTERTAINMENT LLC,

13 Plaintiffs,

14 v.

15 NISSIM CORP.,

16 Defendant.

Case No. 2:14-CV-04628

**COMPLAINT FOR
DECLARATORY JUDGMENT
OF NON-LIABILITY FOR
PATENT INFRINGEMENT**

Jury Trial Demanded

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1 Plaintiffs Universal City Studios LLC and Universal Studios Home
2 Entertainment LLC (collectively, “Universal”), by and through their undersigned
3 counsel, hereby bring this Complaint for Declaratory Judgment against Nissim
4 Corp. (“Nissim”) and allege as follows:

5 **NATURE OF THE ACTION**

6 1. Nissim contends that it is the owner of United States Patent Nos.
7 7,054,547 (the ’547 patent), 6,463,207 (the ’207 patent), 6,304,715
8 (the ’715 patent), 6,208,805 (the ’805 patent), 6,151,444 (the ’444 patent),
9 6,002,833 (the ’833 patent), 5,987,211 (the ’211 patent), 5,913,013
10 (the ’013 patent), 5,724,472 (the ’472 patent), 5,589,945 (the ’945 patent), and
11 5,434,678 (the ’678 patent) (collectively, the “Patents-in-Suit”).

12 2. On November 6, 2013, Nissim sent Universal a letter alleging that
13 Universal video discs infringe the Patents-in-Suit and threatening litigation against
14 Universal if Universal did not agree to a royalty-bearing license to the Patents-in-
15 Suit. A true and correct copy of that letter is attached as Exhibit 1.

16 3. Nissim’s infringement allegations are meritless. Universal has not
17 infringed any claims of the Patents-in-Suit. Moreover, the claims of the Patents-in-
18 Suit are invalid.

19 4. Regardless, even assuming *arguendo* that Nissim’s infringement
20 allegations did have merit, Nissim still would not be entitled to any relief for any
21 alleged infringement. Nissim is precluded at least by 35 U.S.C. § 287 and by the
22 doctrine of laches from obtaining any relief for any alleged infringement of the
23 Patents-in-Suit by Universal. Nissim’s claims for relief against Universal are
24 further barred by patent exhaustion and implied license due to licenses that Nissim
25 granted to companies that make and sell video disc players. Nissim’s claims for
26 relief against Universal are still further barred by the doctrines of equitable estoppel
27 and estoppel by acquiescence.
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1 the Patents-in-Suit. Jurisdiction is conferred on this Court by 28 U.S.C. §§ 1331
2 and 1338(a).

3 11. This Court has personal jurisdiction over Nissim by virtue of Nissim's
4 extensive contacts with the State of California and with this District more
5 particularly. Nissim's minimum contacts with the State of California and this
6 District include at least the following: (1) prosecuting causes of action for alleged
7 infringement of the Patents-in-Suit in this District from February 2008 to May
8 2013; (2) sending a letter to Universal in this District on November 6, 2013,
9 seeking to license the Patents-in-Suit to Universal and threatening to sue Universal
10 for patent infringement; (3) sending letters to other companies based in the State of
11 California and this District seeking to license the Patents-in-Suit and threatening
12 litigation against those companies; (4) filing patent-infringement lawsuits against
13 companies whose principal place of business is in the State of California and this
14 District, including Warner Bros. Entertainment Inc. and Warner Home Video Inc.,
15 for acts of alleged infringement that took place in this District; (5) licensing the
16 Patents-in-Suit to companies whose principal place of business is in the State of
17 California and this District; and (6) commercializing technologies that allegedly
18 exploit various aspects of the Patents-in-Suit through its subsidiary CustomPlay,
19 LLC, which markets and distributes those technologies in the State of California
20 and this District.

21 12. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400(b).
22 Nissim is a corporation that is subject to personal jurisdiction in this District. A
23 substantial part of the events giving rise to Nissim's patent-infringement allegations
24 occurred in this District.

25 **BACKGROUND FACTS**

26 13. The facts in this section establish that Nissim cannot recover any
27 damages for any alleged infringement of any of the Patents-in-Suit.
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1 14. Videos can be stored on DVDs and Blu-ray discs (collectively, “Video
2 Discs”). DVD players and Blu-ray disc players (collectively, “Disc Players”) can
3 be used to view the video content on Video Discs.

4 15. The date on which the ’945 Patent expired is no later than December
5 31, 2013. Acts that occurred after December 31, 2013, do not constitute
6 infringement of the ’945 Patent.

7 16. Universal uses the term “Non-945 Patents-in-Suit” herein to mean the
8 Patents-in-Suit other than the ’945 Patent. The Non-945 Patents-in-Suit consist of
9 the ’547 patent, the ’207 patent, the ’715 patent, the ’805 patent, the ’444 patent,
10 the ’833 patent, the ’211 patent, the ’013 patent, the ’472 patent, and
11 the ’678 patent.

12 17. Universal uses the term “Expiration Date” herein to mean the
13 expiration date of the last of the Non-945 Patents-in-Suit to expire. Acts that
14 occurred after the Expiration Date do not constitute infringement of any of the Non-
15 945 Patents-in-Suit.

16 18. The Expiration Date is January 11, 2013.

17 19. For at least the reasons set forth below, Nissim cannot recover any
18 damages from Universal for any alleged infringement of the Patents-in-Suit that
19 occurred prior to the filing of this Complaint.

20 20. On information and belief, prior to the Expiration Date, Nissim did not
21 express to Universal its allegation that Universal infringed any of the Patents-in-
22 Suit. More specifically, prior to the Expiration Date, Nissim did not express to
23 Universal its allegation that Universal infringed the ’547 patent. Prior to the
24 Expiration Date, Nissim did not express to Universal its allegation that Universal
25 infringed the ’207 patent. Prior to the Expiration Date, Nissim did not express to
26 Universal its allegation that Universal infringed the ’715 patent. Prior to the
27 Expiration Date, Nissim did not express to Universal its allegation that Universal
28 infringed the ’805 patent. Prior to the Expiration Date, Nissim did not express to

1 Universal its allegation that Universal infringed the '444 patent. Prior to the
2 Expiration Date, Nissim did not express to Universal its allegation that Universal
3 infringed the '833 patent. Prior to the Expiration Date, Nissim did not express to
4 Universal its allegation that Universal infringed the '211 patent. Prior to the
5 Expiration Date, Nissim did not express to Universal its allegation that Universal
6 infringed the '013 patent. Prior to the Expiration Date, Nissim did not express to
7 Universal its allegation that Universal infringed the '472 patent. Prior to the
8 Expiration Date, Nissim did not express to Universal its allegation that Universal
9 infringed the '678 patent. Prior to November 6, 2013, Nissim did not express to
10 Universal its allegation that Universal infringed the '945 patent.

11 21. On information and belief, prior to the Expiration Date, Nissim did not
12 express to Universal the identity of any Universal product that allegedly infringed
13 any Nissim patent.

14 22. On December 9, 1998, counsel for Nissim sent a letter to Polygram
15 Filmed Entertainment ("Polygram") alleging that a DVD entitled "Kalifornia"
16 infringed the '678, '945, and '472 patents. Universal and Polygram merged in
17 1998. Universal has not sold the Kalifornia DVD within the past six years.

18 23. On January 21, 1999, counsel for Nissim sent Universal a letter
19 proposing to license the '678, '945, and '472 patents to Universal. That letter did
20 not accuse any Universal product of infringing any patent. That letter also did not
21 identify any Universal product that allegedly required a license.

22 24. On information and belief, Nissim had no subsequent communications
23 with Universal prior to November 6, 2013.

24 *Additional Facts Regarding Equitable Defenses*

25 25. Under the doctrine of laches, Nissim cannot recover any damages for
26 any alleged use by Universal of the alleged inventions claimed in the Patents-in-
27 Suit.

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1 26. On information and belief, the first time that Nissim notified Universal
2 about Universal's alleged infringement of the Patents-in-Suit was on November 6,
3 2013. On November 6, 2013, Nissim sent Universal a letter alleging that Universal
4 video discs with Seamless Play and User Operation Control functionalities
5 infringed each of the Patents-in-Suit. Nissim stated: "The Nissim Patents
6 principally cover features of the DVD Specifications known as User Operation
7 Control and Seamless Play. Virtually all DVD-Video discs contain User Operation
8 Control capabilities, and many contain Seamless Play capabilities." In the letter,
9 Nissim threatens to file a patent-infringement lawsuit against Universal if Universal
10 does not pay a royalty to Nissim.

11 27. Universal has sold Video Discs having what Nissim alleges to be
12 "Seamless Play" functionality since at least 2004. Additionally, Universal has sold
13 Video Discs having what Nissim alleges to be "User Operation Control"
14 functionality since at least 1998. Nissim could have discovered at least as early as
15 2004 that Universal's Video Discs included those alleged functionalities by playing
16 Universal's Video Discs in a Disc Player. Discovering that fact in 2004 would
17 have required only reasonable efforts on Nissim's part.

18 28. The first of the Patents-in-Suit to issue (the '678 patent) issued on July
19 18, 1995. The last of the Patents-in-Suit to issue (the '547 patent) issued on May
20 30, 2006. Upon information and belief, Nissim was aware at least as early as May
21 2008, and likely much earlier, that Universal sold Video Discs. Upon information
22 and belief, Nissim was further aware at least as early as May 2008 that Universal
23 sold Video Discs allegedly having Seamless Play and User Operation Control
24 functionalities. Upon information and belief, Nissim was aware of Universal's
25 purported infringement of all of the Patents-in-Suit at least as early as May 2008.

26 29. Nissim unreasonably and inexcusably delayed filing a lawsuit for
27 Universal's alleged infringement of the Patents-in-Suit. Nissim's unreasonable
28 delay in filing a lawsuit was prejudicial and injurious to Universal. For example,

1 Nissim's delay discouraged Universal from pursuing alternatives to its allegedly
2 infringing activities. As another example, witnesses' memories have faded and
3 documentary evidence has been lost due to Nissim's delay in filing a lawsuit. It
4 would be inequitable to permit Nissim to bring a cause of action against Universal
5 for infringement of the Patents-in-Suit.

6 30. Under the doctrines of equitable estoppel and estoppel by
7 acquiescence, Nissim cannot recover any damages for any alleged infringement of
8 the '678, '945, and '472 patents. Nissim's failure to assert the '678, '945, and '472
9 patents in timely fashion and Nissim's silence in the face of the public activities for
10 which Universal is now accused of infringement misled Universal into reasonably
11 inferring that Nissim did not intend to prosecute an action for infringement against
12 Universal. Universal detrimentally relied on Nissim's misleading conduct and
13 silence. For example, Universal was discouraged from pursuing alternatives to its
14 activities now accused of infringement.

15 *Additional Facts Regarding Nissim's Failure to Comply with 35 U.S.C. § 287*

16 31. Nissim is not entitled to any damages for any use by Universal of the
17 alleged inventions claimed in the Non-945 Patents-in-Suit that occurred prior to the
18 Expiration Date because Nissim failed to comply with the provisions of Section 287
19 of the Patent Act (i.e., 35 U.S.C. § 287). Nissim's failure to comply with the
20 provisions of Section 287 of the Patent Act further bars Nissim from recovering any
21 damages for alleged infringement of the '945 Patent that occurred prior to
22 November 6, 2013.

23 32. If a patentee or its licensees sell in the United States articles that
24 practice a patent, Section 287 of the Patent Act requires that the patentee give an
25 accused infringer actual or constructive notice that it infringes that patent to be
26 eligible to recover damages for that infringement.

27 33. Actual notice of infringement under Section 287 of the Patent Act
28 requires that the patentee express its allegation of infringement to the accused

1 infringer. In particular, actual notice of infringement under Section 287 of the
2 Patent Act requires that the patentee express to the accused infringer the identities
3 of the patents allegedly infringed and the products accused of infringing that patent.

4 34. Nissim did not provide Universal with actual notice of infringement of
5 the Non-945 Patents-in-Suit under Section 287 of the Patent Act prior to the
6 Expiration Date for any Video Discs sold by Universal with the past six years.
7 Nissim did not provide Universal with actual notice of infringement of the '945
8 Patent under Section 287 of the Patent Act prior to November 6, 2013 for any
9 Video Discs sold by Universal with the past six years. These assertions are
10 established by the facts set forth above in this Complaint.

11 35. Constructive notice under Section 287 of the Patent Act requires that a
12 patentee make reasonable efforts to ensure that licensees mark patented products
13 with the patents that those products practice.

14 36. Nissim did not provide Universal with constructive notice of
15 infringement of any of the Patents-in-Suit under Section 287 of the Patent Act prior
16 to the Expiration Date. This is established by the facts set forth below.

17 37. Nissim has entered into agreements in which Nissim granted at least
18 some rights to use the alleged inventions claimed in the Patents-in-Suit to entities
19 other than Nissim. Universal uses the term "Nissim License" herein to refer to any
20 such agreement and the term "Nissim Licensee" to refer to any entity that was
21 granted rights under any such agreement.

22 38. Nissim contends that the unlicensed sale in the United States of at least
23 some Video Discs before the expiration of the Patents-in-Suit infringed one or more
24 claims of the Patents-in-Suit. Hereinafter, Universal uses the term "Patented Video
25 Discs" to refer to any and all Video Discs that Nissim contends satisfy the
26 limitations of one or more claims of the Patents-in-Suit.

27 39. Upon information and belief, for each Patent-in-Suit, Nissim contends
28 that all unlicensed sales in the United States of Video Discs with User Operation

1 Control capability that occurred after that Patent-in-Suit issued and before that
2 Patent-in-Suit expired infringed that Patent-in-Suit. Upon information and belief,
3 for each Patent-in-Suit, Nissim contends that all unlicensed sales in the United
4 States of Video Discs with Seamless Play capability that occurred after that Patent-
5 in-Suit issued and before that Patent-in-Suit expired infringed that Patent-in-Suit.

6 40. At least some Nissim Licenses give Nissim Licensees rights to sell
7 Patented Video Discs in the United States prior to the Expiration Date.

8 41. At least some Nissim Licenses that give Nissim Licensees rights to sell
9 Patented Video Discs in the United States prior to the Expiration Date lack any
10 provision requiring those licensees to mark Patented Video Discs with any of the
11 Patents-in-Suit.

12 42. For example, Nissim entered into a license agreement with Sony
13 Corporation (“Sony”) in 2000 (“Sony License”). The Sony License gives Sony
14 rights to sell Patented Video Discs in the United States. The Sony License contains
15 no provision requiring Sony to mark any Patented Video Discs with any of the
16 Patents-in-Suit.

17 43. Upon information and belief, at least some Nissim Licensees, after
18 entering into a Nissim License but prior to the Expiration Date, sold at least some
19 Patented Video Discs in the United States that were not marked with any of the
20 Patents-in-Suit. Upon further information and belief, at least some of those same
21 Nissim Licensees, after being granted a Nissim License but prior to the Expiration
22 Date, sold unmarked Patented Video Discs in the United States in packaging that
23 was not marked with any of the Patents-in-Suit. At least some of those sales of
24 unmarked Patented Video Discs in unmarked packaging occurred more than six
25 years prior to the filing of this Complaint.

26 44. For example, after entering into the Sony License but prior to the
27 Expiration Date, Sony sold at least some Patented Video Discs in the United States
28 that were not marked with any of the Patents-in-Suit. Furthermore, after entering

1 into the Sony License but prior to the Expiration Date, Sony sold unmarked
2 Patented Video Discs in the United States in packaging that was not marked with
3 any of the Patents-in-Suit. Furthermore, at least some of Sony's sales of unmarked
4 Video Discs in unmarked packaging occurred more than six years prior to the filing
5 of this Complaint.

6 45. After entering into the Sony License but prior to the Expiration Date,
7 Sony sold in the United States at least some Patented Video Discs having User
8 Operation Control capability that were not marked with any of the Patents-in-Suit.
9 Furthermore, after entering into the Sony License but prior to the Expiration Date,
10 Sony sold at least some unmarked Patented Video Discs with User Operation
11 Control capability in the United States in packaging that was not marked with any
12 of the Patents-in-Suit. Furthermore, at least some of Sony's sales of unmarked
13 Video Discs with User Operation Control capability in unmarked packaging
14 occurred more than six years prior to the filing of this Complaint.

15 46. After entering into the Sony License but prior to the Expiration Date,
16 Sony sold in the United States at least some Patented Video Discs having Seamless
17 Play capability that were not marked with any of the Patents-in-Suit. Furthermore,
18 after entering into the Sony License but prior to the Expiration Date, Sony sold at
19 least some unmarked Patented Video Discs with Seamless Play capability in the
20 United States in packaging that was not marked with any of the Patents-in-Suit.
21 Furthermore, at least some of Sony's sales of unmarked Video Discs with Seamless
22 Play capability in unmarked packaging occurred more than six years prior to the
23 filing of this Complaint.

24 47. Upon information and belief, no Nissim Licensee has ever marked a
25 Patented Video Disc or its packaging with any of the Patents-in-Suit.

26 48. Nissim further contends that the unlicensed sale in the United States of
27 at least some Disc Players prior to the Expiration Date infringed the Patents-in-Suit.
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1 Hereinafter, Universal uses the term “Patented Disc Players” to refer to any and all
2 Disc Players that Nissim contends satisfy one or more claims of the Patents-in-Suit.

3 49. Upon information and belief, for each Patent-in-Suit, Nissim contends
4 that all unlicensed sales in the United States of Disc Players with User Operation
5 Control capability that occurred after that Patent-in-Suit issued and before that
6 Patent-in-Suit expired infringed that Patent-in-Suit. Upon information and belief,
7 for each Patent-in-Suit, Nissim contends that all unlicensed sales in the United
8 States of Disc Players with Seamless Play capability that occurred after that Patent-
9 in-Suit issued and before that Patent-in-Suit expired infringed that Patent-in-Suit.

10 50. At least some Nissim Licenses give Nissim Licensees rights to sell
11 Patented Disc Players in the United States prior to the Expiration Date.

12 51. Upon information and belief, at least some Nissim Licenses that give
13 Nissim Licensees rights to sell Patented Disc Players in the United States prior to
14 the Expiration Date lack any provision requiring those licensees to mark Patented
15 Disc Players with any of the Patents-in-Suit.

16 52. At least some Nissim Licensees, after being granted a Nissim License
17 but before the expiration of the Patents-in-Suit, sold Patented Disc Players in the
18 United States that were not marked with any of the Patents-in-Suit. Those Nissim
19 Licensees include at least Sony, Oppo, and Panasonic. Furthermore, upon
20 information and belief, at least some Nissim Licensees, after being granted a
21 Nissim License but before the expiration of the Patents-in-Suit, sold unmarked
22 Patented Disc Players in the United States in packaging that was not marked with
23 any of the Patents-in-Suit. Furthermore, at least some of those sales of unmarked
24 Patented Disc Players in unmarked packaging occurred more than six years prior to
25 the filing of this Complaint.

26 53. Nissim did not make reasonable efforts to ensure that Nissim
27 Licensees marked Patented Video Discs with the Patents-in-Suit prior to the
28 expiration of the Patents-in-Suit.

1 54. Nissim did not make reasonable efforts to ensure that Nissim
2 Licensees marked Patented Disc Players with the Patents-in-Suit prior to the
3 expiration of the Patents-in-Suit.

4 55. To recover any damages for any infringement of the Non-945 Patents-
5 in-Suit, Nissim bears the burden of proving compliance with 35 U.S.C. § 287. For
6 at least the reasons set forth above, Nissim cannot prove such compliance.

7 56. To recover any damages for any infringement of the '945 patent that
8 occurred prior to November 6, 2013, Nissim bears the burden of proving
9 compliance with 35 U.S.C. § 287. For at least the reasons set forth above, Nissim
10 cannot prove such compliance.

11 *Additional Facts Regarding License and Patent Exhaustion*

12 57. Nissim is further barred under the doctrines of patent exhaustion and
13 implied license from recovering damages for Universal's alleged infringement of
14 the Patents-in-Suit.

15 58. Some Nissim Licenses authorize some Nissim Licensees to sell
16 Patented Disc Players to consumers in the United States. Some Nissim Licensees
17 made authorized sales of Patented Disc Players to consumers in the United States
18 prior to the Expiration Date. Upon information and belief, most sales of Patented
19 Disc Players in the United States after May 2008 were authorized by Nissim.

20 59. Patented Disc Players are adapted and designed to play Patented Video
21 Discs. Seamless Play and User Operation Control functionalities on Patented Disc
22 Players have no use except when those Patented Disc Players are used to play
23 Patented Video Discs.

24 60. Patented Video Discs are adapted and designed to be played on
25 Patented Disc Players. Seamless Play and User Operation Control functionalities
26 on Patented Video Discs have no use except when those Patented Video Discs are
27 played on Patented Disc Players.
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COUNT 2

(U.S. Patent No. 6,463,207)

69. Universal incorporates by reference as if fully stated herein and realleges the allegations in paragraphs 1–63 of this Complaint.

70. As a result of Nissim’s allegations against Universal, an actual controversy exists as to Universal’s liability for alleged infringement of the ’207 patent. A true and correct copy of the ’207 patent is attached as Exhibit 3.

71. Universal is not infringing and has not infringed, either directly or indirectly, the ’207 patent.

72. The disputed claims of the ’207 patent are invalid for failure to meet one or more requirements of Title 35 of the United States Code, including but not limited to §§ 101, 102, 103, and 112.

73. Nissim is not entitled to any relief for any alleged infringement by Universal of the ’207 patent.

COUNT 3

(U.S. Patent No. 6,304,715)

74. Universal incorporates by reference as if fully stated herein and realleges the allegations in paragraphs 1–63 of this Complaint.

75. As a result of Nissim’s allegations against Universal, an actual controversy exists as to Universal’s liability for alleged infringement of the ’715 patent. A true and correct copy of the ’715 patent is attached as Exhibit 4.

76. Universal is not infringing and has not infringed, either directly or indirectly, the ’715 patent.

77. The disputed claims of the ’715 patent are invalid for failure to meet one or more requirements of Title 35 of the United States Code, including but not limited to §§ 101, 102, 103, and 112.

78. Nissim is not entitled to any relief for any alleged infringement by Universal of the ’715 patent.

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COUNT 4

(U.S. Patent No. 6,208,805)

79. Universal incorporates by reference as if fully stated herein and realleges the allegations in paragraphs 1–63 of this Complaint.

80. As a result of Nissim’s allegations against Universal, an actual controversy exists as to Universal’s liability for alleged infringement of the ’805 patent. A true and correct copy of the ’805 patent is attached as Exhibit 5.

81. Universal is not infringing and has not infringed, either directly or indirectly, the ’805 patent.

82. The disputed claims of the ’805 patent are invalid for failure to meet one or more requirements of Title 35 of the United States Code, including but not limited to §§ 101, 102, 103, and 112.

83. Nissim is not entitled to any relief for any alleged infringement by Universal of the ’805 patent.

COUNT 5

(U.S. Patent No. 6,151,444)

84. Universal incorporates by reference as if fully stated herein and realleges the allegations in paragraphs 1–63 of this Complaint.

85. As a result of Nissim’s allegations against Universal, an actual controversy exists as to Universal’s liability for alleged infringement of the ’444 patent. A true and correct copy of the ’444 patent is attached as Exhibit 6.

86. Universal is not infringing and has not infringed, either directly or indirectly, the ’444 patent.

87. The disputed claims of the ’444 patent are invalid for failure to meet one or more requirements of Title 35 of the United States Code, including but not limited to §§ 101, 102, 103, and 112.

88. Nissim is not entitled to any relief for any alleged infringement by Universal of the ’444 patent.

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COUNT 6

(U.S. Patent No. 6,002,833)

89. Universal incorporates by reference as if fully stated herein and realleges the allegations in paragraphs 1–63 of this Complaint.

90. As a result of Nissim’s allegations against Universal, an actual controversy exists as to Universal’s liability for alleged infringement of the ’833 patent. A true and correct copy of the ’833 patent is attached as Exhibit 7.

91. Universal is not infringing and has not infringed, either directly or indirectly, the ’833 patent.

92. The disputed claims of the ’833 patent are invalid for failure to meet one or more requirements of Title 35 of the United States Code, including but not limited to §§ 101, 102, 103, and 112.

93. Nissim is not entitled to any relief for any alleged infringement by Universal of the ’833 patent.

COUNT 7

(U.S. Patent No. 5,987,211)

94. Universal incorporates by reference as if fully stated herein and realleges the allegations in paragraphs 1–63 of this Complaint.

95. As a result of Nissim’s allegations against Universal, an actual controversy exists as to Universal’s liability for alleged infringement of the ’211 patent. A true and correct copy of the ’211 patent is attached as Exhibit 8.

96. Universal is not infringing and has not infringed, either directly or indirectly, the ’211 patent.

97. The disputed claims of the ’211 patent are invalid for failure to meet one or more requirements of Title 35 of the United States Code, including but not limited to §§ 101, 102, 103, and 112, and the doctrine of obviousness-type double patenting.

1 98. Nissim is not entitled to any relief for any alleged infringement by
2 Universal of the '211 patent.

3 **COUNT 8**

4 **(U.S. Patent No. 5,913,013)**

5 99. Universal incorporates by reference as if fully stated herein and
6 realleges the allegations in paragraphs 1–63 of this Complaint.

7 100. As a result of Nissim's allegations against Universal, an actual
8 controversy exists as to Universal's liability for alleged infringement of
9 the '013 patent. A true and correct copy of the '013 patent is attached as Exhibit 9.

10 101. Universal is not infringing and has not infringed, either directly or
11 indirectly, the '013 patent.

12 102. The disputed claims of the '013 patent are invalid for failure to meet
13 one or more requirements of Title 35 of the United States Code, including but not
14 limited to §§ 101, 102, 103, and 112, and the doctrine of obviousness-type double
15 patenting.

16 103. Nissim is not entitled to any relief for any alleged infringement by
17 Universal of the '013 patent.

18 **COUNT 9**

19 **(U.S. Patent No. 5,724,472)**

20 104. Universal incorporates by reference as if fully stated herein and
21 realleges the allegations in paragraphs 1–63 of this Complaint.

22 105. As a result of Nissim's allegations against Universal, an actual
23 controversy exists as to Universal's liability for alleged infringement of
24 the '472 patent. A true and correct copy of the '472 patent is attached as
25 Exhibit 10.

26 106. Universal is not infringing and has not infringed, either directly or
27 indirectly, the '472 patent.
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1 107. The disputed claims of the '472 patent are invalid for failure to meet
2 one or more requirements of Title 35 of the United States Code, including but not
3 limited to §§ 101, 102, 103, and 112, and the doctrine of obviousness-type double
4 patenting.

5 108. Nissim is not entitled to any relief for any alleged infringement by
6 Universal of the '472 patent.

7 **COUNT 10**

8 **(U.S. Patent No. 5,589,945)**

9 109. Universal incorporates by reference as if fully stated herein and
10 realleges the allegations in paragraphs 1–63 of this Complaint.

11 110. As a result of Nissim's allegations against Universal, an actual
12 controversy exists as to Universal's liability for alleged infringement of
13 the '945 patent. A true and correct copy of the '945 patent is attached as
14 Exhibit 11.

15 111. Universal is not infringing and has not infringed, either directly or
16 indirectly, the '945 patent.

17 112. The disputed claims of the '945 patent are invalid for failure to meet
18 one or more requirements of Title 35 of the United States Code, including but not
19 limited to §§ 101, 102, 103, and 112, and the doctrine of obviousness-type double
20 patenting.

21 113. Nissim is not entitled to any relief for any alleged infringement by
22 Universal of the '945 patent.

23 **COUNT 11**

24 **(U.S. Patent No. 5,434,678)**

25 114. Universal incorporates by reference as if fully stated herein and
26 realleges the allegations in paragraphs 1–63 of this Complaint.

27 115. As a result of Nissim's allegations against Universal, an actual
28 controversy exists as to Universal's liability for alleged infringement of

1 the '678 patent. A true and correct copy of the '678 patent is attached as
2 Exhibit 12.

3 116. Universal is not infringing and has not infringed, either directly or
4 indirectly, the '678 patent.

5 117. The disputed claims of the '678 patent are invalid for failure to meet
6 one or more requirements of Title 35 of the United States Code, including but not
7 limited to §§ 101, 102, 103, and 112, and the doctrine of obviousness-type double
8 patenting.

9 118. Nissim is not entitled to any relief for any alleged infringement by
10 Universal of the '678 patent.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Universal prays for judgment as follows:

- 13 A. A declaration that Universal has not infringed the Patents-in-Suit;
14 B. A declaration that the disputed claims of the Patents-in-Suit are
15 invalid;
16 C. A declaration that Nissim is not entitled to any relief for any alleged
17 infringement of the Patents-in-Suit by Universal;
18 D. A declaration that this case is exceptional under 35 U.S.C. § 285;
19 E. An award of Universal's costs and attorneys' fees; and
20 F. Any other remedy to which Universal may be entitled.

21 Dated: June 16, 2014

22 By: /s/ Vincent J. Belusko
23 VINCENT J. BELUSKO
24 RYAN MALLOY
25 MORRISON & FOERSTER LLP
26 Attorneys for Plaintiffs
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DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Universal hereby demands a trial by jury on all issues raised by the Complaint.

Dated: June 16, 2014

By: /s/ Vincent J. Belusko
VINCENT J. BELUSKO
RYAN MALLOY
MORRISON & FOERSTER LLP
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