

1 MARK W. GOOD (Bar No. 218809)  
TERRA LAW LLP  
2 50 W. San Fernando St., #1415  
San Jose, California 95113  
3 Telephone: 408-299-1200  
Facsimile: 408-998-4895  
4 Email: [mgood@terra-law.com](mailto:mgood@terra-law.com)

5 JONATHAN T. SUDER (*Pro Hac Vice To Be Filed*)  
CORBY R. VOWELL (*Pro Hac Vice To Be Filed*)  
6 TODD I. BLUMENFELD (*Pro Hac Vice To Be Filed*)  
FRIEDMAN, SUDER & COOKE  
7 Tindall Square Warehouse No. 1  
604 East 4<sup>th</sup> Street, Suite 200  
8 Fort Worth, Texas 76102  
Telephone: (817) 334-0400  
9 Facsimile: (817) 334-0401  
Email: [jts@fsclaw.com](mailto:jts@fsclaw.com)  
10 Email: [yowell@fsclaw.com](mailto:yowell@fsclaw.com)  
Email: [blumenfeld@fsclaw.com](mailto:blumenfeld@fsclaw.com)

11 Attorneys for Plaintiff  
12 SOFTVAULT SYSTEMS, INC.

13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**  
15 **SAN JOSE DIVISION**

16 SOFTVAULT SYSTEMS, INC.,  
17  
18 Plaintiff,  
19 vs.  
20 SONY DADC US, INC.,  
21 Defendant.

CASE NO.

**ORIGINAL COMPLAINT FOR  
INFRINGEMENT OF U.S. PATENT  
NOS. 6,249,868 AND 6,594,765**

**JURY TRIAL DEMANDED**

1 Plaintiff SOFTVAULT SYSTEMS, INC. files its Complaint against Defendant SONY  
2 DADC US, INC., alleging as follows:

3 **THE PARTIES**

4 1. Plaintiff SOFTVAULT SYSTEMS, INC. (“SoftVault”) is a corporation organized  
5 and existing under the laws of the State of Washington with its principle place of business in the  
6 State of Washington.

7 2. Upon information and belief, SONY DADC US, INC. (“Sony”) is a corporation  
8 organized and existing under the laws of the State of Delaware, with its principal place of  
9 business at 550 Madison Avenue, New York, New York. Sony may be served with process  
10 through its registered agent, Corporation Service Company dba CSC-Lawyers Incorporating  
11 Service at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833.

12 **JURISDICTION AND VENUE**

13 3. This is an action for infringement of United States patents. This Court has  
14 exclusive jurisdiction of such action under Title 28 U.S.C. § 1338(a).

15 4. Upon information and belief, Sony is subject to personal jurisdiction by this  
16 Court. Sony has committed such purposeful acts and/or transactions in the State of California  
17 that it reasonably knew and/or expected that it could be hailed into a California court as a future  
18 consequence of such activity. Sony makes, uses, and/or sells infringing products within the  
19 Northern District of California and has a continuing presence and the requisite minimum  
20 contacts with the Northern District of California, such that this venue is a fair and reasonable  
21 one. Upon information and belief, Sony has transacted and, at the time of the filing of this  
22 Complaint, is continuing to transact business within the Northern District of California. For all  
23 of these reasons, personal jurisdiction exists and venue is proper in this Court under 28 U.S.C.  
24 §§ 1391(b)(1), (2) and (c)(2) and 28 U.S.C. § 1400(b).

25 **PATENTS-IN-SUIT**

26 5. On June 19, 2001, United States Patent No. 6,249,868 BI (“the ‘868 Patent”) was  
27 duly and legally issued for “METHOD AND SYSTEM FOR EMBEDDED, AUTOMATED,  
28 COMPONENT-LEVEL CONTROL OF COMPUTER SYSTEMS AND OTHER COMPLEX

1 SYSTEMS.” A true and correct copy of the ‘868 Patent is attached hereto as Exhibit A and  
2 made a part hereof.

3 6. On July 15, 2003, United States Patent No. 6,594,765 B2 (“the ‘765 Patent”) was  
4 duly and legally issued for “METHOD AND SYSTEM FOR EMBEDDED, AUTOMATED,  
5 COMPONENT-LEVEL CONTROL OF COMPUTER SYSTEMS AND OTHER COMPLEX  
6 SYSTEMS.” A true and correct copy of the ‘765 Patent is attached hereto as Exhibit B and  
7 made a part hereof.

8 7. The ‘868 Patent and the ‘765 Patent are sometimes referred to herein collectively  
9 as “the Patents-in-Suit.”

10 8. As it pertains to this lawsuit, the Patents-in-Suit, very generally speaking, relate to  
11 a method and system of protecting electronic, mechanical, and electromechanical devices and  
12 systems, such as for example a computer system, and their components and software from  
13 unauthorized use. Specifically, certain claims of the ‘868 and ‘765 Patents disclose the  
14 utilization of embedded agents within system components to allow for the enablement or  
15 disablement of the system component in which the agent is embedded. The invention disclosed  
16 in the Patents-in-Suit discloses a server that communicates with the embedded agent through the  
17 use of one or more handshake operations to authorize the embedded agent. When the embedded  
18 agent is authorized by the server, it enables the device or component, and when not authorized  
19 the embedded agent disables the device or component by remotely locking the device.

20 **FIRST CLAIM FOR RELIEF**

21 **(Patent Infringement)**

22 9. SoftVault repeats and realleges every allegation set forth above.

23 10. SoftVault is the owner of the Patents-in-Suit with the exclusive right to enforce  
24 the Patents-in-Suit against infringers, and collect damages for all relevant times, including the  
25 right to prosecute this action.

26 11. Sony has had knowledge of, or was willfully blind to, the existence of the Patents-  
27 in-Suit since the filing of this Complaint, if not earlier.

1           12.    Upon information and belief, Sony is liable under 35 U.S.C. §271(a) for direct  
2 infringement of the Patents-in-Suit because it manufactures, makes, has made, uses, practices,  
3 imports, provides, supplies, distributes, sells, and/or offers for sale products and/or systems that  
4 practice one or more claims of the Patents-in-Suit.

5           13.    Upon information and belief, Sony is also liable under 35 U.S.C. §271(b) for  
6 inducing infringement of, and under 35 U.S.C. §271(c) for contributory infringement of the  
7 Patents-in-Suit because it manufactures, makes, has made, uses, practices, imports, provides,  
8 supplies, distributes, sells, and/or offers for sale products and/or systems that practice one or  
9 more claims of the Patents-in-Suit.

10          14.    More specifically, Sony infringes the Patents-in-Suit because it makes, uses, sells,  
11 and offers for sale products and systems which prevent unauthorized use of a computer system  
12 through the ability to enable or disable the operation of a device's components utilizing an  
13 authorization process performed by an embedded agent in the component and a server, known as  
14 product activation. By way of example only, Sony's SecuROM product, at a minimum, in the  
15 past directly infringed and continues to directly infringe at least claim 44 of the '868 Patent, as  
16 well as at least claim 11 of the '765 Patent.

17          15.    Sony provides its SecuROM product which includes software code that is  
18 incorporated into software applications of its customers to enforce licensing policies and ensure  
19 only authorized copies of the software applications may be installed and used on a client  
20 computer. The Sony SecuROM software requires that a portion of the code (embedded agent) in  
21 the installed software application communicate with a SecuROM server over the Internet to  
22 activate (or enable) the application. Upon installation of the software application, the Sony  
23 SecuROM software prompts a user to activate the application by entering in an activation key.  
24 The SecuROM server exchanges messages using the HTTPS and the Secure Sockets Layer  
25 (SSL) protocols, constituting a handshake operation between the server and the software  
26 application on the client computer. Through these exchanges the server and the embedded agent  
27 mutually authenticate one another, resulting in the authorization of the software application in  
28 which the client application is embedded. When the agent is authorized by the server, the

1 software operates normally and when the agent is not authorized, the software application cannot  
2 be launched and is disabled.

3 16. By providing the Sony SecuROM product, Sony has, in the past and continues to  
4 induce its customers and/or end users to infringe at least claim 44 of the '868 Patent, as well as at  
5 least claim 11 of the '765 Patent. For example, end users of the accused products directly  
6 infringe at least claim 44 of the '868 Patent, as well as at least claim 11 of the '765 Patent, when  
7 using or employing these systems.

8 17. On information and belief, Sony possessed a specific intent to induce  
9 infringement by at a minimum, providing user guides and other sales-related materials, and by  
10 way of advertising, solicitation, and provision of product instruction materials, that instruct its  
11 customers and end users on the normal operation of the accused products and the product  
12 activation feature that infringes the Patents-in-Suit.

13 18. By providing these systems, Sony has, in the past and continues to contribute to  
14 the infringement of their customers and/or end users of at least claim 44 of the '868 Patent, as  
15 well as at least claim 11 of the '765 Patent.

16 19. Upon information and belief, the remote lock features within Sony's accused  
17 products have no substantial non-infringing uses, and Sony knows that these features are  
18 especially made or especially adapted for use in a product that infringes the Patents-in-Suit.

19 20. SoftVault has been damaged as a result of Sony's infringing conduct. Sony, thus,  
20 is liable to SoftVault in an amount that adequately compensates SoftVault for Sony's  
21 infringement, which, by law, cannot be less than a reasonable royalty, together with interest and  
22 costs as fixed by this Court under 35 U.S.C. § 284.

23  
24 **PRAYER FOR RELIEF**

25 SoftVault requests that the Court find in its favor and against Sony, and that the Court  
26 grant SoftVault the following relief:

- 27 a. Judgment that one or more claims of the Patents-in-Suit have been infringed,  
28 either literally and/or under the doctrine of equivalents, by Sony;

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- b. Judgment that Sony account for and pay to SoftVault all damages to and costs incurred by SoftVault because of Sony’s infringing activities and other conduct complained of herein;
- c. That Sony, its officers, agents, servants and employees, and those persons in active concert and participation with any of them, be permanently enjoined from infringement of the Patents-in-Suit. In the alternative, if the Court finds that an injunction is not warranted, SoftVault requests an award of post judgment royalty to compensate for future infringement;
- d. That SoftVault be granted pre-judgment and post-judgment interest on the damages caused to it by reason of Sony’s infringing activities and other conduct complained of herein;
- e. That this Court declare this an exceptional case and award SoftVault its reasonable attorney’s fees and costs in accordance with 35 U.S.C. § 285; and
- f. That SoftVault be granted such other and further relief as the Court may deem just and proper under the circumstances.

**JURY DEMAND**

Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DATED: April 25, 2016

/s/ Mark W. Good

MARK W. GOOD  
(Bar No. 218809)  
TERRA LAW LLP  
50 W. San Fernando St., #1415  
San Jose, CA 95113  
Telephone: 408-299-1200  
Facsimile: 408-998-4895  
Email: [mgood@terralaw.com](mailto:mgood@terralaw.com)

Attorney for Plaintiff  
SOFTVAULT SYSTEMS, INC.

Of Counsel:

Jonathan T. Suder  
Corby R. Vowell  
Todd Blumenfeld  
FRIEDMAN, SUDER & COOKE  
Tindall Square Warehouse No. 1  
604 East 4<sup>th</sup> Street, Suite 200  
Fort Worth, Texas 76102  
Telephone: (817) 334-0400  
Facsimile: (817) 334-0401  
Email: [jts@fsclaw.com](mailto:jts@fsclaw.com)  
Email: [vowell@fsclaw.com](mailto:vowell@fsclaw.com)  
Email: [blumenfeld@fsclaw.com](mailto:blumenfeld@fsclaw.com)

4833-1293-1889, v. 1