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11 *Attorneys for Plaintiff*
 12 Monument Peak Ventures, LLC

14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA

16 MONUMENT PEAK VENTURES, LLC

17 Plaintiff,

18 v.

19 VICTOR HASSELBLAD AB,
 20 HASSELBLAD A/S, and HASSELBLAD
 21 INC.,

22 Defendants.

CASE NO.

**COMPLAINT FOR PATENT
 INFRINGEMENT**

JURY TRIAL DEMANDED

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1 Plaintiff Monument Peak Ventures, LLC (“MPV”), by and through the
2 undersigned counsel, hereby brings this action and makes the following allegations
3 of patent infringement relating to U.S. Patent Nos. 6,760,485 (“the ’485 patent”),
4 6,781,713 (“the ’713 patent”), 7,032,182 (“the ’182 patent”) and 9,082,046 (“the
5 ’046 patent”) against one or more of Victor Hasselblad AB, Hasselblad A/S, and
6 Hasselblad Incorporated (“the Hasselblad Defendants”), and alleges as follows
7 upon actual knowledge with respect to itself and its own acts, and upon information
8 and belief as to all other matters.

9 **NATURE OF THE ACTION**

10 1. This is an action for patent infringement. MPV alleges that the
11 Hasselblad Defendants infringe one or more of the ’485 patent, the ’713 patent, the
12 ’182 patent, and the ’046 patent, copies of which are attached as Exhibits A-D,
13 respectively (collectively “the Asserted Patents”).

14 2. On or about May 17, 2017, MPV, a technology licensing company,
15 approached the Hasselblad Defendants to offer a license to the Kodak patent
16 portfolio woned by MPV. Since MPV acquired the Kodak portfolio it has
17 successfully licensed several companies without resorting to litigation. Consistent
18 with MPV’s overall strategy to use litigation only as a last resort, MPV expressed
19 on several occasions its desire to consummate a license with the Hasselblad
20 Defendants outside of litigation.

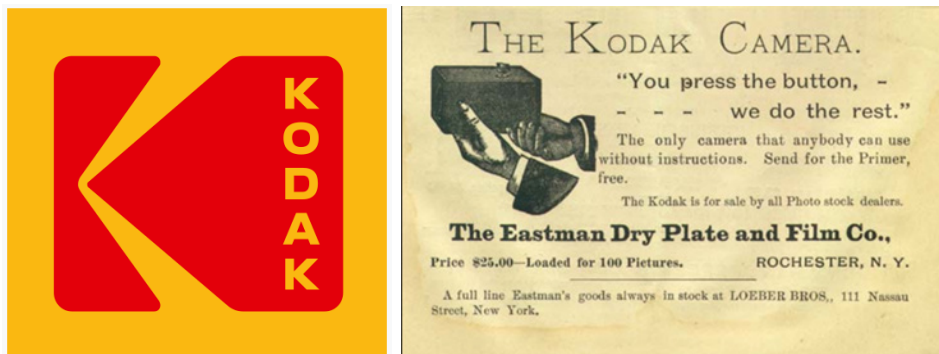
21 3. On or about May 26, 2017 MPV informed the Hasselblad Defendants
22 of their infringement through a data room that included a full list of all patents
23 owned by MPV as well as evidence of use presentations detailing the Hasselblad
24 Defendants’ infringement. MPV made several requests to have a substantive
25 discussion regarding the data room materials so as to avoid litigation. The
26 Hasselblad Defendants never agreed to have such a discussion.

27 4. MPV alleges that the Hasselblad Defendants directly and indirectly
28 infringe the Asserted Patents by making, using, offering for sale, selling, and/or

1 importing camera products and related hardware and software. MPV seeks
2 damages and other relief for the Hasselblad Defendants’ infringement of the
3 Asserted Patents.

4 **The Asserted Patents Come From the Iconic Kodak Patent Portfolio**

5 5. The Asserted Patents claim inventions born from the ingenuity of the
6 Eastman Kodak Company (“Kodak”), an iconic American imaging technology
7 company that dates back to the late 1800s. The first model of a Kodak camera was
8 released in 1888.



15 6. In 1935 Kodak introduced “Kodachrome,” a color reversal stock for
16 movie and slide film. In 1963 Kodak introduced the Instamatic camera, an easy-to-
17 load point-and-shoot camera.



25 7. By 1976 Kodak was responsible for 90% of the photographic film and
26 85% of the cameras sold in the United States.

27 8. At the peak of its domination of the camera industry, Kodak invented
28 the first self-contained digital camera in 1975.

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9. By 1986 Kodak had created the first megapixel sensor that was capable of recording 1,400,000 pixels. While innovating in the digital imaging space Kodak developed an immense patent portfolio and extensively licensed its technology in the space. For example, in 2010, Kodak received \$838,000,000 in patent licensing revenue. As part of a reorganization of its business, Kodak sold many of its patents to some of the biggest names in technology that included Google, Facebook, Amazon, Microsoft, Samsung, Adobe Systems, HTC and others for \$525,000,000.

10. While scores of digital imaging companies have paid to license the Kodak patent portfolio owned by MPV, the Hasselblad Defendants have refused to do so without justification.

THE PARTIES

11. Plaintiff MPV is a Texas limited liability company with its principal place of business in Plano, Texas.

12. Upon information and belief, Defendant Victor Hasselblad AB is a European corporation with a place of business at Utvecklingsgatan 2, Gothenburg, Sweden.

13. Upon information and belief, Defendant Hasselblad A/S is a European corporation with a place of business at Hejrevej 30, Copenhagen, Denmark.

1 14. Upon information and belief, Hasselblad Inc. is a Delaware
2 corporation with a place of business at 1080A Garden State Road, Union, New
3 Jersey 07083.

4 15. Upon information and belief, DJI owns a majority stake in the
5 Hasselblad Defendants. Upon information and belief, certain products that are
6 made, sold, offered for sale and imported by the Hasselblad Defendants are
7 incorporated into products that are made, used, sold, offered for sale and imported
8 by DJI. *See, e.g.*, <https://www.hasselblad.com/a6d-100c-dji-m600-pro/>.

9 **JURISDICTION AND VENUE**

10 16. This action for patent infringement arises under the Patent Laws of the
11 United States, 35 U.S.C. § 1 et. seq. This Court has original jurisdiction under 28
12 U.S.C. §§ 1331 and 1338.

13 17. This Court has both general and specific personal jurisdiction over the
14 Hasselblad Defendants because the Hasselblad Defendants have committed acts
15 within the Central District of California giving rise to this action and have
16 established minimum contacts with this forum such that the exercise of jurisdiction
17 over the Hasselblad Defendants would not offend traditional notions of fair play
18 and substantial justice. The Hasselblad Defendants, directly and through
19 subsidiaries and intermediaries (including distributors, retailers, franchisees and
20 others), have committed and continue to commit acts of infringement in this
21 District by, among other things, making, using, testing, selling, importing, and/or
22 offering for sale products that infringe the Asserted Patents.

23 18. Venue is proper in this district and division under 28 U.S.C.
24 §§1391(b)-(d) and 1400(b) because the Hasselblad Defendants transact business in
25 the Central District of California and have committed and continue to commit acts
26 of direct and indirect infringement in the Central District of California.

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COUNT 1: INFRINGEMENT OF THE '485 PATENT

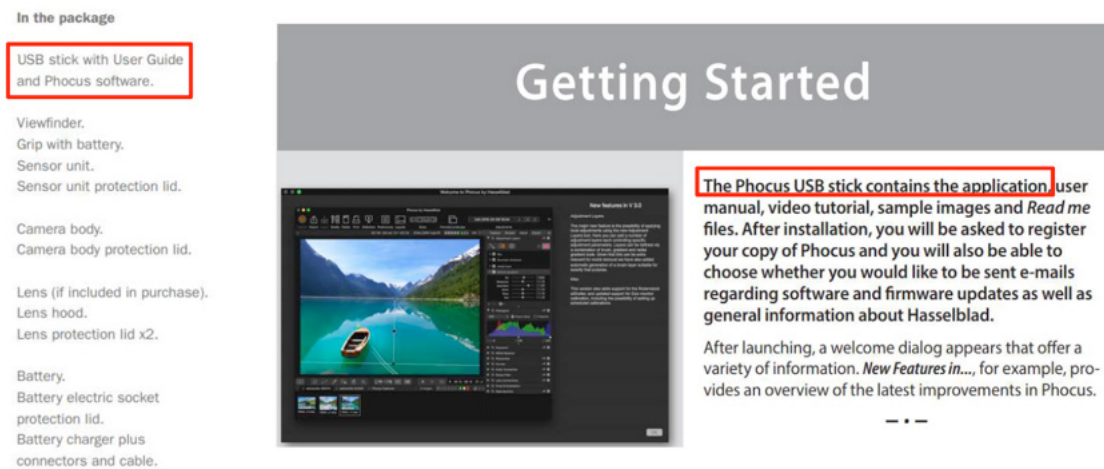
19. The allegations of paragraphs 1-18 of this Complaint are incorporated by reference as though fully set forth herein.

20. MPV owns by assignment the entire right, title, and interest in the '485 patent.

21. The '485 patent was issued by the United States Patent and Trademark Office on July 6, 2004 and is titled "Nonlinearly Modifying a Rendered Digital Image." A true and correct copy of the '485 patent is attached as Exhibit A.

22. Upon information and belief, the Hasselblad Defendants have directly infringed at least claim 21 of the '485 patent by making, using, testing, selling, offering for sale, importing and/or licensing in the United States without authority their image processing software, such as Phocus software, ("the '485 Infringing Instrumentalities") in an exemplary manner as described below:

23. One or more of the '485 Infringing Instrumentalities meet all the limitations of claim 21 of the '485 patent. In particular, the '485 Infringing Instrumentalities perform a method for processing a rendered image, including allowing a single user adjustable exposure setting to be changed.



<http://static.hasselblad.com/2017/04/H6D-User-Manual-v1.4-170425.pdf>

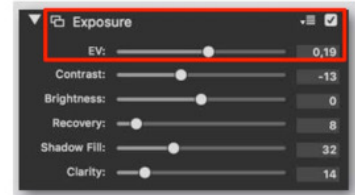
1 24. The '485 Infringing Instrumentalities also select an exposure
2 modification transform responsive to changes in the exposure setting the transform
3 accounting for a rendering used to produce the rendered image and effecting a
4 change that appears as if a different exposure level was used to capture the image.

6 *Exposure*

7 EV, contrast, brightness, highlight recovery, shadow fill and clarity can be set by
8 sliders or value fields. Adjust when viewing at 100%.

9 Very briefly, highlight recovery reclaims data from the raw file to repair burnt
10 out highlights, shadow fill improves the quality of shadow areas while clarity
11 improves the contrast of mid-tones to give them 'punch'.

12 As usual, the use of these tools, singularly or combined, might require a certain
13 amount of experimentation for optimum results for individual files. See separate
14 sources for in-depth explanations.

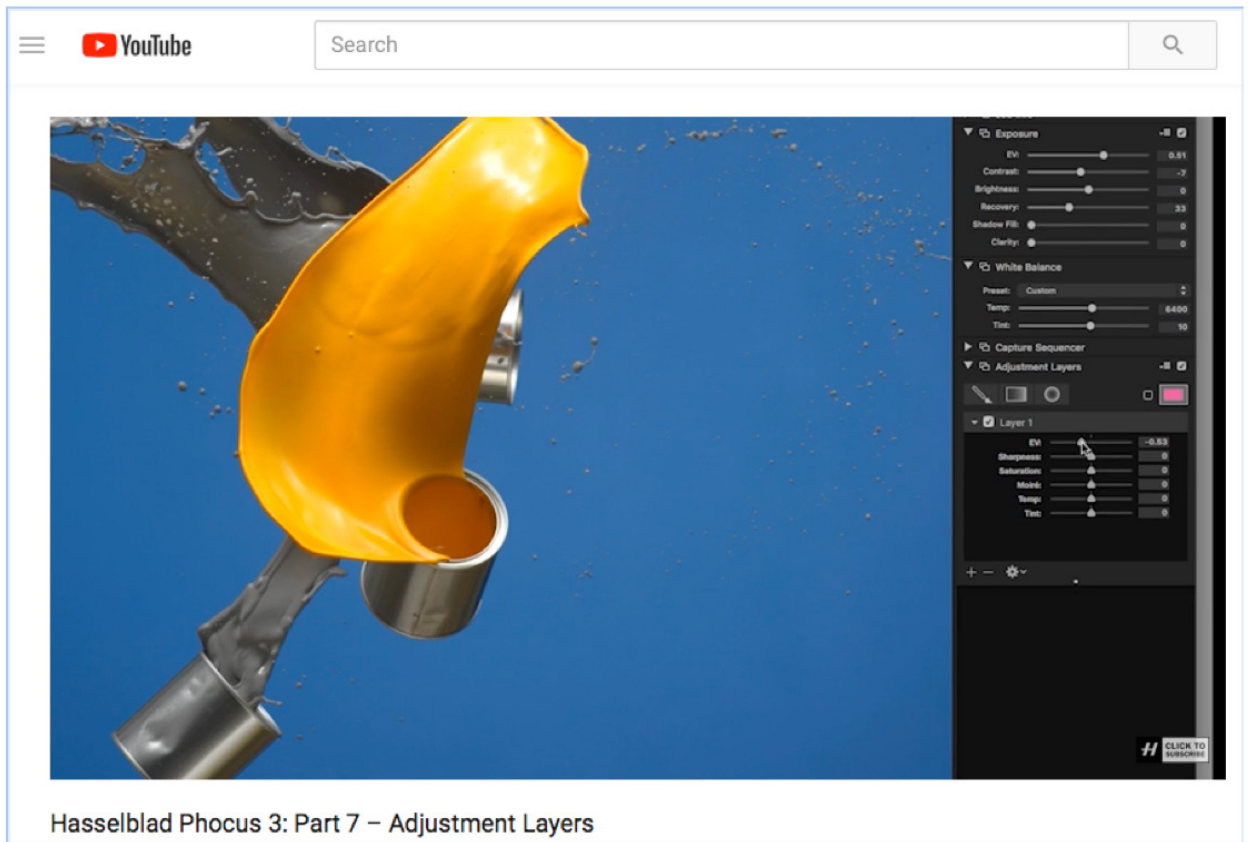


15 http://static.hasselblad.com/2014/12/Phocus_User-Manual_v17.pdf

16 25. The '485 Infringing Instrumentalities also select an exposure
17 modification transform responsive to changes in the exposure setting the transform
18 accounting for a rendering used to produce the rendered image and effecting a
19 change that appears as if a different exposure level was used to capture the image.

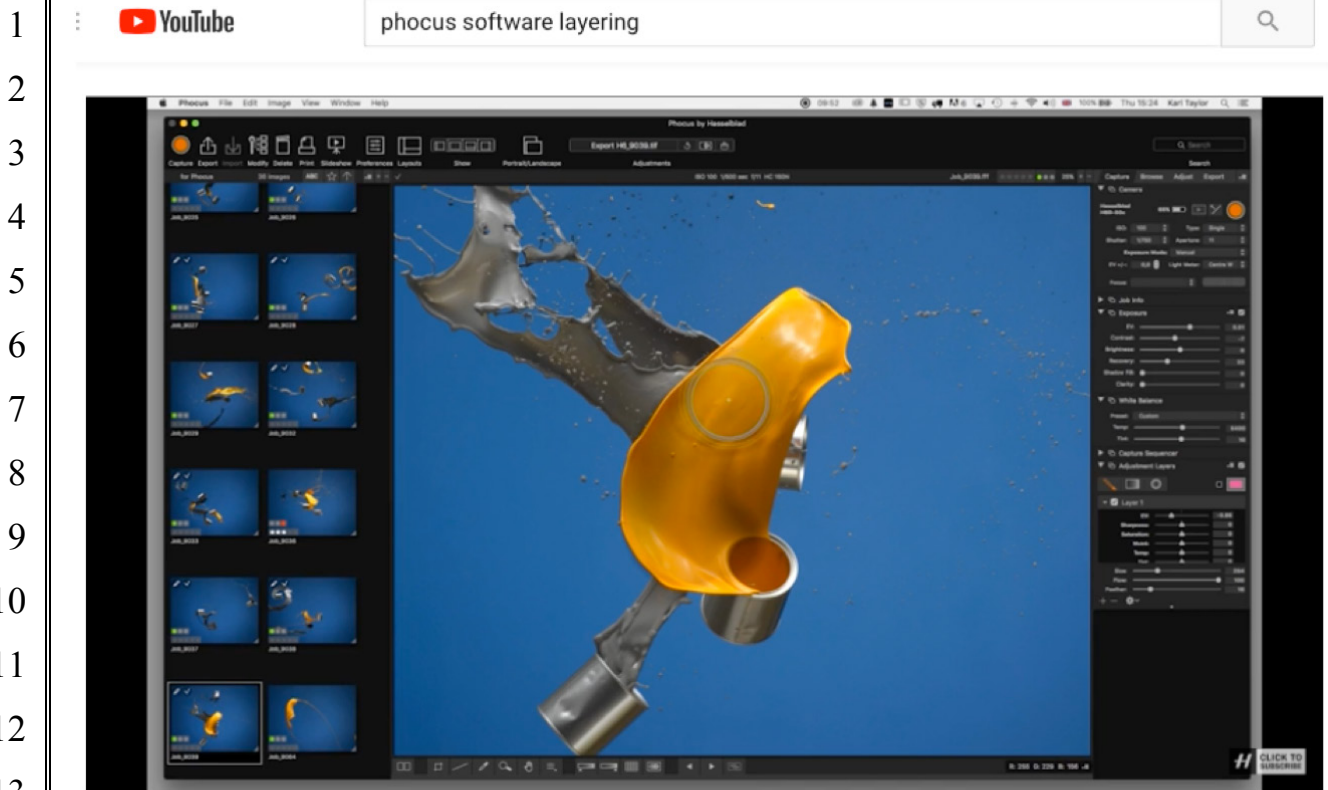
20 See, e.g., <https://www.youtube.com/watch?v=D7XeSQX6X0w>, Hasselblad
21 demonstrative video showing selecting an exposure modification transform
22 responsive to changes in the exposure setting (“EV”) the transform accounting for a
23 rendering used to produce the rendered image and effecting a change that appears
24 as if a different exposure level was used to capture the image.

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http://static.hasselblad.com/2014/12/Phocus_User-Manual_v17.pdf.

26. The '485 Infringing Instrumentalities also use the selected exposure modification transform to transform the rendered image.



14 **Hasselblad Phocus 3: Part 7 – Adjustment Layers**

15 *See, e.g.,* <https://www.youtube.com/watch?v=D7XeSQX6X0w> demonstrative video
 16 showing the selected exposure modification transform used to transform the
 17 rendered image.

18 27. The Hasselblad Defendants have thus infringed and continue to
 19 infringe at least claim 21 of the '485 patent by making, using, testing, selling,
 20 offering for sale, importing and/or licensing the '485 Infringing Instrumentalities,
 21 and operating such that all steps of at least claim 21 are performed.

22 28. The users, customers, agents and/or other third parties of the '485
 23 Infringing Instrumentalities (collectively, "third-party infringers") have been and
 24 are now infringing, including under 35 U.S.C. § 271(a), at least claim 21 of the
 25 '485 patent by using the '485 Infringing Instrumentalities.

26 29. The Hasselblad Defendants have, since at least no later than May 26,
 27 2017, known or been willfully blind to the fact that the third-party infringers' use of
 28 the '485 Infringing Instrumentalities directly infringe the '485 patent.

1 30. The Hasselblad Defendants' knowledge of the '485 patent, which
2 covers operating the '485 Infringing Instrumentalities in their intended manner and
3 such that all limitations of at least claim 21 of the '485 patent are met, made it
4 known to the Hasselblad Defendants that the third-party infringers' use of the '485
5 Infringing Instrumentalities would directly infringe the '485 patent, or, at the very
6 least, render the Hasselblad Defendants willfully blind to such infringement.

7 31. Having known or been willfully blind to the fact that the third-party
8 infringers' use of the '485 Infringing Instrumentalities in their intended manner and
9 such that all limitations of at least claim 21 of the '485 patent would directly
10 infringe the '485 patent, the Hasselblad Defendants, upon information and belief,
11 actively encouraged and continue to actively encourage the third-party infringers to
12 directly infringe the '485 patent by making, using, testing, selling, offering for sale,
13 importing and/or licensing said '485 Infringing Instrumentalities, and by, for
14 example, marketing '485 Infringing Instrumentalities to the third-party infringers;
15 supporting and managing the third-party infringers' continued use of the '485
16 Infringing Instrumentalities; and providing technical assistance to the third-party
17 infringers during their continued use of the '485 Infringing Instrumentalities. *See,*
18 *e.g.*, Phocus User Manual and instructional YouTube video cited above.

19 32. The Hasselblad Defendants induce the third-party infringers to
20 infringe at least claim 21 of the '485 patent by directing or encouraging them to
21 operate the '485 Infringing Instrumentalities which, alone or in combination with
22 the third-party infringers' devices, satisfy all limitations of claim 21 of the '485
23 patent. For example, the Hasselblad Defendants advertise and promote the features
24 of the '485 Infringing Instrumentalities and encourage the third-party infringers to
25 operate the '485 Infringing Instrumentalities in an infringing manner. The
26 Hasselblad Defendants further provide technical assistance as to how the '485
27 Infringing Instrumentalities should be used by the third-party infringers (*see, e.g.*,
28 Phocus User Manual and instructional YouTube video cited above).

1 33. In response, the third-party infringers acquire and operate the '485
2 Infringing Instrumentalities such that all limitations of claim 21 of the '485 patent
3 are practiced.

4 34. Thus, the Hasselblad Defendants have specifically intended to induce,
5 and have induced, the third-party infringers to infringe at least claim 21 of the '485
6 patent, and the Hasselblad Defendants have known of or been willfully blind to
7 such infringement. The Hasselblad Defendants have advised, encouraged, and/or
8 aided the third-party infringers to engage in direct infringement, including through
9 their encouragement, advice, and assistance to the third-party infringers to use the
10 '485 Infringing Instrumentalities.

11 35. Based on, among other things, the foregoing facts, the Hasselblad
12 Defendants have induced, and continue to induce, infringement under 35 U.S.C. §
13 271(b) of at least claim 21 of the '485 patent.

14 36. Further, the Hasselblad Defendants sell, provide and/or license to the
15 third-party infringers '485 Infringing Instrumentalities that are especially made and
16 adapted—and specifically intended by the Hasselblad Defendants—to be used as
17 components and material parts of the inventions covered by the '485 patent. For
18 example, the Hasselblad Defendants provide hardware and related imaging
19 processing software which the third-party infringers use in a manner such that all
20 limitations of at least claim 21 of the '485 patent are met, and without which the
21 third-party infringers would be unable to use and avail themselves of the '485
22 Infringing Instrumentalities in their intended manner.

23 37. Upon information and belief, the Hasselblad Defendants also knew
24 that the '485 Infringing Instrumentalities operate in a manner that satisfy all
25 limitations of at least claim 21 of the '485 patent.

26 38. The image processing / exposure modification transform technology
27 in the '485 Infringing Instrumentalities is specially made and adapted to infringe at
28 least claim 21 of the '485 patent. Upon information and belief, the image

1 processing / exposure modification transform technology in the '485 Infringing
2 Instrumentalities is not a staple article or commodity of commerce, and, because the
3 functionality is designed to work with the '485 Infringing Instrumentalities solely
4 in a manner that is covered by the '485 patent, it does not have a substantial non-
5 infringing use. At least by no later than May 26, 2017, based on the foregoing
6 facts, the Hasselblad Defendants have known or been willfully blind to the fact that
7 such functionality is especially made and adapted for—and is in fact used in—the
8 '485 Infringing Instrumentalities in a manner that is covered by the '485 patent.

9 39. Based on, among other things, the foregoing facts, the Hasselblad
10 Defendants have contributorily infringed, and continue to contributorily infringe, at
11 least claim 21 of the '485 patent under 35 U.S.C. § 271(c).

12 40. The Hasselblad Defendants' acts of infringement of the '485 patent
13 have been willful and intentional under the standard of *Halo Elecs., Inc. v. Pulse*
14 *Elecs., Inc.*, 136 S. Ct. 1923 (2016). Since at least May 26, 2017, the Hasselblad
15 Defendants have willfully infringed the '485 patent by refusing to take a license and
16 continuing the foregoing infringement. Instead of taking a license to the '485
17 patent, the Hasselblad Defendants have made the business decision to “efficiently
18 infringe” the '485 patent. In doing so, the Hasselblad Defendants willfully infringe
19 the '485 patent.

20 41. The Hasselblad Defendants' acts of direct and indirect infringement
21 have caused, and continue to cause, damage to MPV, and MPV is entitled to
22 recover damages sustained as a result of the Hasselblad Defendants' wrongful acts
23 in an amount subject to proof at trial.

24 **COUNT 2: INFRINGEMENT OF THE '713 PATENT**

25 42. The allegations of paragraphs 1-41 of this Complaint are incorporated
26 by reference as though fully set forth herein.

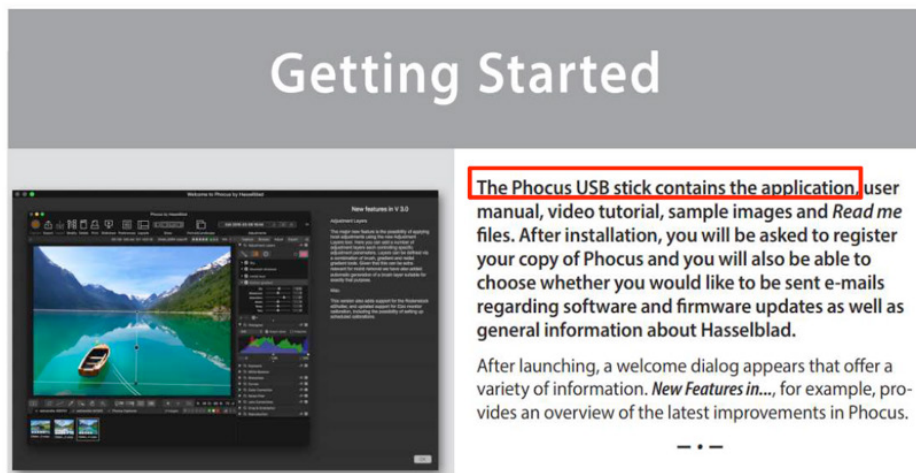
27 43. MPV owns by assignment the entire right, title, and interest in the
28 '713 patent.

1 44. The '713 patent was issued by the United States Patent and Trademark
 2 Office on August 24, 2004 and is titled "Correcting Exposure in a Rendered Digital
 3 Image." A true and correct copy of the '713 patent is attached as Exhibit B.

4 45. Upon information and belief, the Hasselblad Defendants have directly
 5 infringed at least claim 25 of the '713 patent by making, using, testing, selling,
 6 offering for sale, importing and/or licensing in the United States without authority
 7 their image processing software, such as Phocus software, ("the '713 Infringing
 8 Instrumentalities") in an exemplary manner as described below:

9 46. One or more of the '713 Infringing Instrumentalities meet all the
 10 limitations of claim 25 of the '713 patent. In particular, the '713 Infringing
 11 Instrumentalities perform a method for processing an image, including allowing a
 12 single user adjustable exposure setting to be changed.

- 13 In the package
- 14 USB stick with User Guide and Phocus software.
 - 15 Viewfinder.
 - 16 Grip with battery.
 - 17 Sensor unit.
 - 18 Sensor unit protection lid.
 - 19 Camera body.
 - 20 Camera body protection lid.
 - 21 Lens (if included in purchase).
 - 22 Lens hood.
 - 23 Lens protection lid x2.
 - 24 Battery.
 - 25 Battery electric socket protection lid.
 - 26 Battery charger plus connectors and cable.



22 <http://static.hasselblad.com/2017/04/H6D-User-Manual-v1.4-170425.pdf>.

23 47. The '713 Infringing Instrumentalities also select an exposure
 24 modification transform responsive to changes in the exposure setting which
 25 transform accounts for a rendering used to produce the rendered digital image and
 26 which appears as if a different exposure level was used by the image capture
 27 device.

Exposure

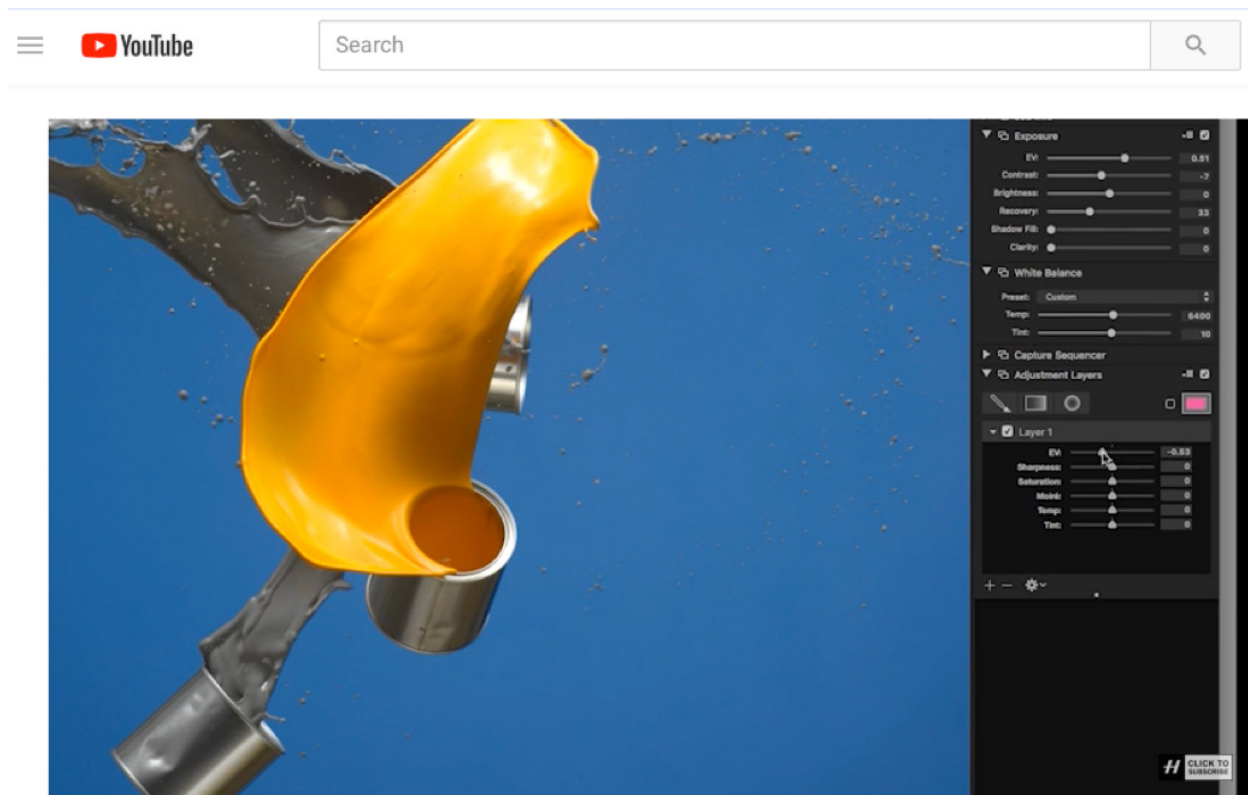
EV, contrast, brightness, highlight recovery, shadow fill and clarity can be set by sliders or value fields. Adjust when viewing at 100%.

Very briefly, highlight recovery reclaims data from the raw file to repair burnt out highlights, shadow fill improves the quality of shadow areas while clarity improves the contrast of mid-tones to give them 'punch'.

As usual, the use of these tools, singularly or combined, might require a certain amount of experimentation for optimum results for individual files. See separate sources for in-depth explanations.



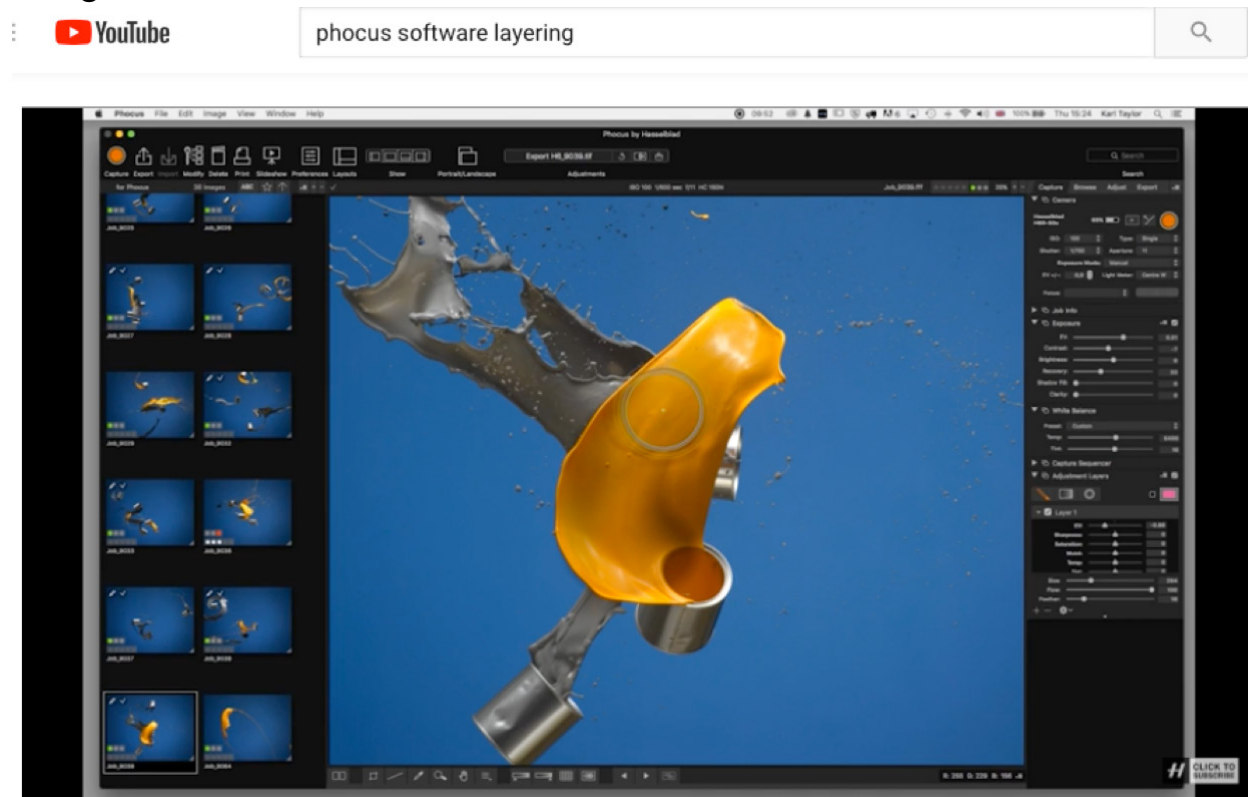
http://static.hasselblad.com/2014/12/Phocus_User-Manual_v17.pdf



Hasselblad Phocus 3: Part 7 – Adjustment Layers

See, e.g., <https://www.youtube.com/watch?v=D7XeSQX6X0w>, Hasselblad demonstrative video showing selecting an exposure modification transform responsive to changes in the exposure setting (“EV”) the transform accounting for a rendering used to produce the rendered image and effecting a change that which appears as if a different exposure level was used by the image capture device.

1 48. The '713 Infringing Instrumentalities also use the selected transform
2 to transform the image and display the transformed image as the exposure setting is
3 changed.



17 Hasselblad Phocus 3: Part 7 – Adjustment Layers

18 See, e.g., <https://www.youtube.com/watch?v=D7XeSQX6X0w> demonstrative video
19 showing the selected exposure modification transform used to transform the
20 rendered image and displaying the transformed image as the exposure setting is
21 changed.

22 49. The Hasselblad Defendants have thus infringed and continue to
23 infringe at least claim 25 of the '713 patent by making, using, testing, selling,
24 offering for sale, importing and/or licensing the '713 Infringing Instrumentalities,
25 and operating such that all steps of at least claim 25 are performed.

26 50. The users, customers, agents and/or other third parties of the '713
27 Infringing Instrumentalities (collectively, “third-party infringers”) have been and
28 are now infringing, including under 35 U.S.C. § 271(a), at least claim 25 of the

1 '713 patent by using the '713 Infringing Instrumentalities.

2 51. The Hasselblad Defendants have, since at least no later than May 26,
3 2017, known or been willfully blind to the fact that the third-party infringers' use of
4 the '713 Infringing Instrumentalities directly infringe the '713 patent.

5 52. The Hasselblad Defendants' knowledge of the '713 patent, which
6 covers operating the '713 Infringing Instrumentalities in their intended manner and
7 such that all limitations of at least claim 25 of the '713 patent are met, made it
8 known to the Hasselblad Defendants that the third-party infringers' use of the '713
9 Infringing Instrumentalities would directly infringe the '713 patent, or, at the very
10 least, render the Hasselblad Defendants willfully blind to such infringement.

11 53. Having known or been willfully blind to the fact that the third-party
12 infringers' use of the '713 Infringing Instrumentalities in their intended manner and
13 such that all limitations of at least claim 25 of the '713 patent would directly
14 infringe the '713 patent, the Hasselblad Defendants, upon information and belief,
15 actively encouraged and continue to actively encourage the third-party infringers to
16 directly infringe the '713 patent by making, using, testing, selling, offering for sale,
17 importing and/or licensing said '713 Infringing Instrumentalities, and by, for
18 example, marketing '713 Infringing Instrumentalities to the third-party infringers;
19 supporting and managing the third-party infringers' continued use of the '713
20 Infringing Instrumentalities; and providing technical assistance to the third-party
21 infringers during their continued use of the '713 Infringing Instrumentalities. *See,*
22 *e.g.*, Phocus User Manual and instructional YouTube video cited above.

23 54. The Hasselblad Defendants induce the third-party infringers to infringe
24 at least claim 25 of the '713 patent by directing or encouraging them to operate the
25 '713 Infringing Instrumentalities which, alone or in combination with the third-
26 party infringers' devices, satisfy all limitations of claim 25 of the '713 patent. For
27 example, the Hasselblad Defendants advertise and promote the features of the '713
28 Infringing Instrumentalities on their website and in YouTube videos and encourage

1 the third-party infringers to operate the '713 Infringing Instrumentalities in an
2 infringing manner. The Hasselblad Defendants further provide technical assistance
3 as to how the '713 Infringing Instrumentalities should be used by the third-party
4 infringers (*see, e.g.*, Phocus User Manual and instructional YouTube video cited
5 above). In response, the third-party infringers acquire and operate the '713
6 Infringing Instrumentalities such that all limitations of claim 25 of the '713 patent
7 are practiced.

8 55. Thus, the Hasselblad Defendants have specifically intended to induce,
9 and have induced, the third-party infringers to infringe at least claim 25 of the '713
10 patent, and the Hasselblad Defendants have known of or been willfully blind to
11 such infringement. The Hasselblad Defendants have advised, encouraged, and/or
12 aided the third-party infringers to engage in direct infringement, including through
13 their encouragement, advice, and assistance to the third-party infringers to use the
14 '713 Infringing Instrumentalities.

15 56. Based on, among other things, the foregoing facts, the Hasselblad
16 Defendants have induced, and continue to induce, infringement under 35 U.S.C. §
17 271(b) of at least claim 25 of the '713 patent.

18 57. Further, the Hasselblad Defendants sell, provide and/or license to the
19 third-party infringers '713 Infringing Instrumentalities that are especially made and
20 adapted—and specifically intended by the Hasselblad Defendants—to be used as
21 components and material parts of the inventions covered by the '713 patent. For
22 example, the DJI Defendants provide hardware and related image processing
23 software which the third-party infringers use in a manner such that all limitations of
24 at least claim 25 of the '713 patent are met, and without which the third-party
25 infringers would be unable to use and avail themselves of the '713 Infringing
26 Instrumentalities in their intended manner.

27 58. Upon information and belief, the Hasselblad Defendants also knew
28 that '713 Infringing Instrumentalities operate in a manner that satisfy all limitations

1 of at least claim 25 of the '713 patent.

2 59. The image processing / exposure modification transform technology in
3 the '713 Infringing Instrumentalities is specially made and adapted to infringe at
4 least claim 25 of the '713 patent. Upon information and belief, the image
5 processing / exposure modification transform technology in the '713 Infringing
6 Instrumentalities is not a staple article or commodity of commerce, and, because the
7 functionality is designed to work with the '713 Infringing Instrumentalities solely
8 in a manner that is covered by the '713 patent, it does not have a substantial non-
9 infringing use. At least by no later than May 26, 2017, based on the foregoing
10 facts, the Hasselblad Defendants have known or been willfully blind to the fact that
11 such functionality is especially made and adapted for—and is in fact used in—the
12 '713 Infringing Instrumentalities in a manner that is covered by the '713 patent.

13 60. Based on, among other things, the foregoing facts, the Hasselblad
14 Defendants have contributorily infringed, and continue to contributorily infringe, at
15 least claim 25 of the '713 patent under 35 U.S.C. § 271(c).

16 61. The Hasselblad Defendants' acts of infringement of the '713 patent
17 have been willful and intentional under the standard of *Halo Elecs., Inc. v. Pulse*
18 *Elecs., Inc.*, 136 S. Ct. 1923 (2016). Since at least May 26, 2017, the Hasselblad
19 Defendants have willfully infringed the '713 patent by refusing to take a license and
20 continuing the foregoing infringement. Instead of taking a license to the '713
21 patent, the Hasselblad Defendants have made the business decision to “efficiently
22 infringe” the '713 patent. In doing so, the Hasselblad Defendants willfully infringe
23 the '713 patent.

24 62. The Hasselblad Defendants' acts of direct and indirect infringement
25 have caused, and continue to cause, damage to MPV, and MPV is entitled to
26 recover damages sustained as a result of the Hasselblad Defendants' wrongful acts
27 in an amount subject to proof at trial.

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COUNT 3: INFRINGEMENT OF THE '182 PATENT

63. The allegations of paragraphs 1-62 of this Complaint are incorporated by reference as though fully set forth herein.

64. MPV owns by assignment the entire right, title, and interest in the '182 patent.

65. The '182 patent was issued by the United States Patent and Trademark Office on April 18, 2006 and is titled "Graphical User Interface Adapted to Allow Scene Content Annotation of Groups of Pictures in a Picture Database to Promote Efficient Database Browsing." A true and correct copy of the '182 patent is attached as Exhibit C.

66. Upon information and belief, the Hasselblad Defendants have directly infringed at least claim 9 of the '182 patent by making, using, testing, selling, offering for sale, importing and/or licensing in the United States without authority their Phocus software product ("the '182 Infringing Instrumentalities") in an exemplary manner as described below:

67. One or more of the '182 Infringing Instrumentalities meet all the limitations of claim 9 of the '182 patent. In particular, the '182 Infringing Instrumentalities include a graphical user interface adapted to annotate picture information for pictures in a picture database.

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See also, <https://www.hasselblad.com/phocus>.

68. The '182 Infringing Instrumentalities include a display generator adapted to generate a user-friendly display with indicia representing captured pictures.

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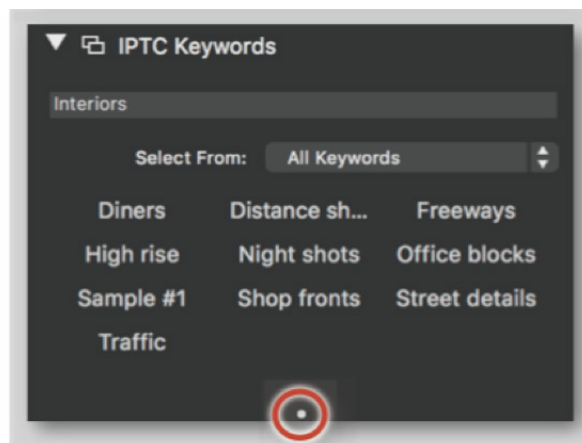
69. The '182 Infringing Instrumentalities include a picture grouper to define a group of pictures in response to on-screen user input identifying a plurality of pictures as belonging to a group.

Basic Options

With the thumbnails visible, you can make a selection of the desired image files by clicking on them (Shift click for contiguous multiple selection or Cmd/Ctrl click for multiple individual selection). A selected image displays a white border surrounding it. You can choose between several options that provide immediate and automated actions regarding the selected images:

See, e.g., Phocus User-Manual_v17 at p. 12.

70. The '182 Infringing Instrumentalities present an entry area for receiving information about the group of pictures.



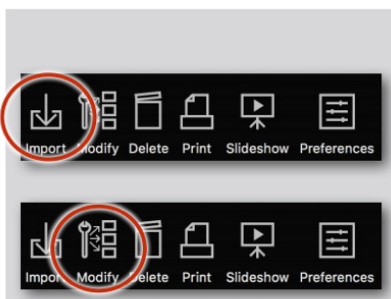
IPTC Keywords

Allows keyword inclusion to files individually or from sets. The tool can be contracted by dragging the lower bar upwards, automatically grouping the keywords (buttons) into numbered collections, as in the illustrations.

Clicking on the menu bar on the tool opens the settings panel to view sets, edit sets, select saved sets and create new sets. See *Editing* and *Managing IPTC keywords* on the following page for full details. Keywords can be added to thumbnails, singly or to multiple selections. Either write in a new keyword or choose from the list. See previous special section for further details.

See, e.g., Phocus User-Manual_v17 at p. 46.

71. The '182 Infringing Instrumentalities include a metadata receiver to accept customized metadata (which characterizes the group of pictures) input on the screen by the user in the entry area.



Import

See *Import* in previous section and *Adjustments* in the following section.

Modify

Opens a dialog offering a list of choices for batch modification of selected (shift clicked) thumbnails.

See illustrations below.

See, e.g., Phocus User-Manual_v17 at p. 57; see also, Phocus User-Manual_v17 at p. 46 and 90.

72. The '182 Infringing Instrumentalities include a metadata association

1 system adapted to automatically associate the customized metadata entry with all of
2 the selected pictures in the group.

3 **Quick Modify**

4 Changing One Tool Setting on Multiple Images

5 While the toolbar Modify function can be used to
6 batch modify images with a variety of different tool
7 settings, it is also possible to perform a quick modify
8 with individual tools.

9 See, e.g., Phocus User-Manual_v17 at p. 90; see also, Phocus User-Manual_v17 at
10 p. 46 and 57.

11 73. The Hasselblad Defendants have thus infringed and continue to
12 infringe at least claim 9 of the '182 patent by making, using, testing, selling,
13 offering for sale, importing and/or licensing the '182 Infringing Instrumentalities,
14 including within this District.

15 74. The users, customers, agents and/or other third parties of the '182
16 Infringing Instrumentalities (collectively, "third-party infringers") have been and
17 are now infringing, including under 35 U.S.C. § 271(a), at least claim 9 of the '182
18 patent by using the '182 Infringing Instrumentalities.

19 75. The Hasselblad Defendants have, since at least no later than May 26,
20 2017, known or been willfully blind to the fact that the third-party infringers' use of
21 the '182 Infringing Instrumentalities directly infringe the '182 patent.

22 76. The Hasselblad Defendants' knowledge of the '182 patent, which
23 covers operating the '182 Infringing Instrumentalities in their intended manner and
24 such that all limitations of at least claim 9 of the '182 patent are met, made it
25 known to the Hasselblad Defendants that the third-party infringers' use of the '182
26 Infringing Instrumentalities would directly infringe the '182 patent, or, at the very
27 least, render the Hasselblad Defendants willfully blind to such infringement.
28

1 77. Having known or been willfully blind to the fact that the third-party
2 infringers' use of the '182 Infringing Instrumentalities in their intended manner and
3 such that all limitations of at least claim 9 of the '182 patent would directly infringe
4 the '182 patent, the Hasselblad Defendants, upon information and belief, actively
5 encouraged and continue to actively encourage the third-party infringers to directly
6 infringe the '182 patent by making, using, testing, selling, offering for sale,
7 importing and/or licensing said '182 Infringing Instrumentalities, and by, for
8 example, marketing '182 Infringing Instrumentalities to the third-party infringers;
9 supporting and managing the third-party infringers' continued use of the '182
10 Infringing Instrumentalities; and providing technical assistance to the third-party
11 infringers during their continued use of the '182 Infringing Instrumentalities. *See,*
12 *e.g.*, <https://www.hasselblad.com/phocus> and Phocus User-Manual.

13 78. The Hasselblad Defendants induce the third-party infringers to infringe
14 at least claim 9 of the '182 patent by directing or encouraging them to operate the
15 '182 Infringing Instrumentalities which, alone or in combination with the third-
16 party infringers' devices, satisfy all limitations of claim 9 of the '182 patent. For
17 example, the Hasselblad Defendants advertise and promote the features of the '182
18 Infringing Instrumentalities at <https://www.hasselblad.com/phocus> and encourage
19 the third-party infringers to operate the '182 Infringing Instrumentalities in an
20 infringing manner. The Hasselblad Defendants further provide technical assistance
21 as to how the '182 Infringing Instrumentalities should be used by the third-party
22 infringers (*see, e.g.*, Phocus User-Manual). In response, the third-party infringers
23 acquire and operate the '182 Infringing Instrumentalities such that all limitations of
24 claim 9 of the '182 patent are practiced.

25 79. Thus, the Hasselblad Defendants have specifically intended to induce,
26 and have induced, the third-party infringers to infringe at least claim 9 of the '182
27 patent, and the Hasselblad Defendants have known of or been willfully blind to
28 such infringement. The Hasselblad Defendants have advised, encouraged, and/or

1 aided the third-party infringers to engage in direct infringement, including through
2 their encouragement, advice, and assistance to the third-party infringers to use the
3 '182 Infringing Instrumentalities.

4 80. Based on, among other things, the foregoing facts, the Hasselblad
5 Defendants have induced, and continue to induce, infringement under 35 U.S.C. §
6 271(b) of at least claim 9 of the '182 patent.

7 81. Further, the Hasselblad Defendants sell, provide and/or license to the
8 third-party infringers '182 Infringing Instrumentalities that are especially made and
9 adapted—and specifically intended by the Hasselblad Defendants—to be used as
10 components and material parts of the inventions covered by the '182 patent. For
11 example, the Hasselblad Defendants provide the Phocus software product which the
12 third-party infringers use in a manner such that all limitations of at least claim 9 of
13 the '182 patent are met, and without which the third-party infringers would be
14 unable to use and avail themselves of the '182 Infringing Instrumentalities in their
15 intended manner.

16 82. Upon information and belief, the Hasselblad Defendants also knew
17 that the '182 Infringing Instrumentalities operate in a manner that satisfy all
18 limitations of at least claim 9 of the '182 patent.

19 83. The Phocus technology in the '182 Infringing Instrumentalities is
20 specially made and adapted to infringe at least claim 9 of the '182 patent. Upon
21 information and belief, the Phocus technology in the '182 Infringing
22 Instrumentalities is not a staple article or commodity of commerce, and, because the
23 functionality is designed to work with the '182 Infringing Instrumentalities solely
24 in a manner that is covered by the '182 patent, it does not have a substantial non-
25 infringing use. At least by no later than May 26, 2017, based on the foregoing
26 facts, the Hasselblad Defendants have known or been willfully blind to the fact that
27 such functionality is especially made and adapted for—and is in fact used in—'182
28 Infringing Instrumentalities in a manner that is covered by the '182 patent.

1 84. Based on, among other things, the foregoing facts, the Hasselblad
2 Defendants have contributorily infringed, and continue to contributorily infringe, at
3 least claim 9 of the '182 patent under 35 U.S.C. § 271(c).

4 85. The Hasselblad Defendants' acts of infringement of the '182 patent
5 have been willful and intentional under the standard of *Halo Elecs., Inc. v. Pulse*
6 *Elecs., Inc.*, 136 S. Ct. 1923 (2016). Since at least May 26, 2017, the Hasselblad
7 Defendants have willfully infringed the '182 patent by refusing to take a license and
8 continuing the foregoing infringement. Instead of taking a license to the '182
9 patent, the Hasselblad Defendants have made the business decision to "efficiently
10 infringe" the '182 patent. In doing so, the Hasselblad Defendants willfully infringe
11 the '182 patent.

12 86. The Hasselblad Defendants' acts of direct and indirect infringement
13 have caused, and continue to cause, damage to MPV, and MPV is entitled to
14 recover damages sustained as a result of the Hasselblad Defendants' wrongful acts
15 in an amount subject to proof at trial.

16 **COUNT 4: INFRINGEMENT OF THE '046 PATENT**

17 87. The allegations of paragraphs 1-86 of this Complaint are incorporated
18 by reference as though fully set forth herein.

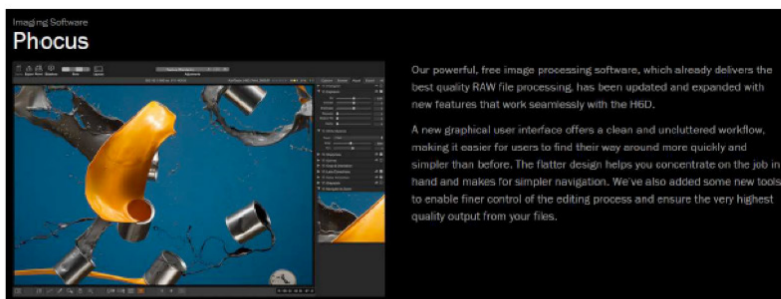
19 88. MPV owns by assignment the entire right, title, and interest in the
20 '046 patent.

21 89. The '046 patent was issued by the United States Patent and
22 Trademark Office on July 14, 2015 and is titled "Method for Creating and Using
23 Affective Information in a Digital Imaging System." A true and correct copy of the
24 '046 patent is attached as Exhibit D.

25 90. Upon information and belief, the Hasselblad Defendants have directly
26 infringed at least claim 14 of the '046 patent by making, using, testing, selling,
27 offering for sale, importing and/or licensing in the United States without authority
28 their Phocus software ("the '046 Infringing Instrumentalities") in an exemplary

manner as described below:

91. One or more of the '046 Infringing Instrumentalities meet all the limitations of claim 14 of the '046 patent. In particular, the '046 Infringing Instrumentalities comprise a non-transitory computer readable medium having instructions stored thereon.



Compatibility

Phocus runs on Macintosh and Windows platforms that use recent operating systems. All USB and FireWire based Hasselblad camera units are supported. Please check the Phocus Read-Me notes for details, requirements and restrictions.

In the package

USB stick with User Guide and Phocus software.

- Viewfinder.
- Grip with battery.
- Sensor unit.
- Sensor unit protection lid.
- Camera body.
- Camera body protection lid.
- Lens (if included in purchase).
- Lens hood.
- Lens protection lid x2.
- Battery.
- Battery electric socket protection lid.
- Battery charger plus connectors and cable.



- 1 SD card included.
- USB 3 cable.
- Carrying strap.

<http://www.hasselblad.com/software/phocus>.

<http://static.hasselblad.com/2017/04/H6D-User-Manual-v1.4-170425.pdf>.

http://static.hasselblad.com/2014/12/Phocus_User-Manual_v17.pdf.

92. The '046 Infringing Instrumentalities include instructions to receive a digital image set that includes associated importance ratings for a user:

File Destination: When opened for the first time, Phocus automatically creates a file-destination folder called *Phocus Captures*, located in the *Pictures A* folder on the hard drive, where images shot tethered (with the camera connected) will be stored. Imported images from a CF-card will be located in the destination folder you chose during the import process.

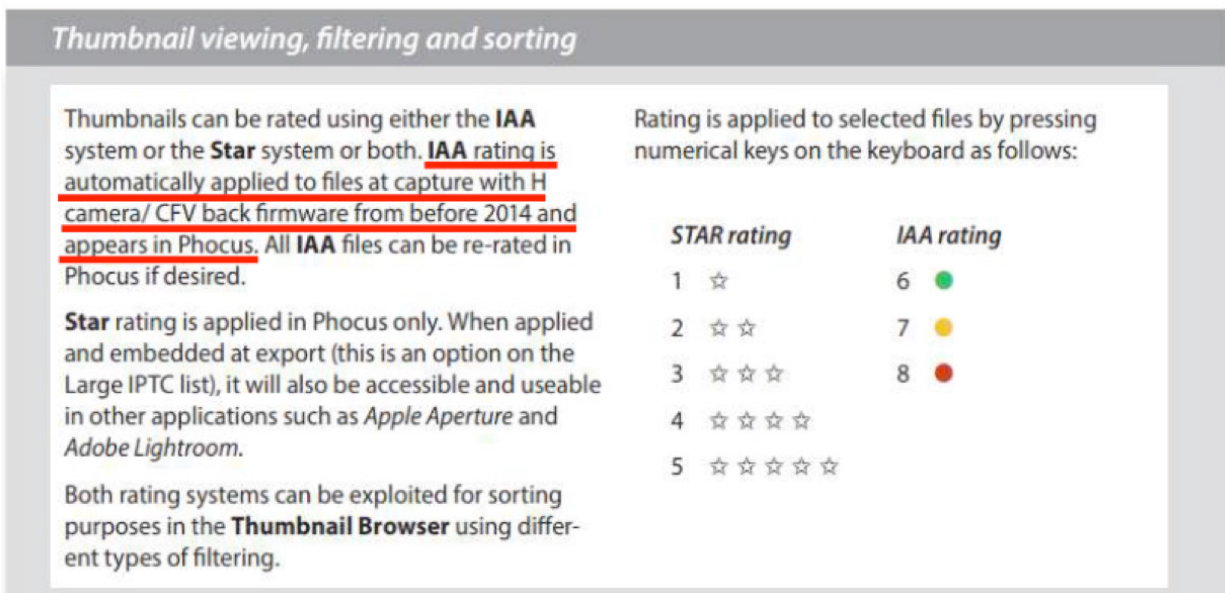
File Source: Captures can be imported from a CF card in a reader or directly from a camera in tethered mode. When connecting a Hasselblad camera it will show up in the *Camera Tool*. The capture button in the top left part will also turn bright orange. When working tethered to a Hasselblad camera, all images are captured to the current destination folder and displayed in the *Thumbnail Browser and Viewer*.

3FR: These files are a result of captures stored on CF cards generated by untethered Hasselblad equipment. They are visible as 3FR badged thumbnails and remain as such until selected and 'imported' where they then become 3F files.

3F: These files are a result of either captures generated by tethered Hasselblad equipment or as a result of 3FR files being processed to completion within Phocus. 3F files do not have to be 'imported' and can be adjusted and exported immediately. Exported 3F files include integrated metadata.

http://static.hasselblad.com/2014/12/Phocus_User-Manual_v17.pdf.

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http://static.hasselblad.com/2014/12/Phocus_User-Manual_v17.pdf

93. The '046 Infringing Instrumentalities include instructions to modify image attributes of a digital image in the image set to enhance or change a viewed image.

Welcome to Phocus 3.0

It is our hope that you will open Phocus, take a look around, and be inspired to get to work with an imaging workflow that develops according to the way you want things to happen.

Uncompromising Image Quality

The Phocus RAW processor provides the ultimate in processing quality for Hasselblad digital images, including:

- Digital lens corrections for color aberration, distortion and vignetting (DAC I, II, and III)
- Hasselblad Natural Color Solution (HNCS) for perfect colors
- Moiré removal directly upon raw data, preserving image detail
- Selective adjustments using the Adjustment Layers tool

http://static.hasselblad.com/2014/12/Phocus_User-Manual_v17.pdf

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In Phocus, edits can be applied singly or collectively. Sets of edits are referred to as *Adjustments*.

Note that an *Adjustment* is an internal function within Phocus only. When the file is exported into another format it has the desired edit instructions applied to the exported file. That is, all edits are nondestructive in Phocus and so 3F files remain unaffected and can be recalled at a later date as identical as they were when first processed from the raw data. So, in simple terms, you cannot "press the wrong button" in Phocus because the original file always remains.

Adjustments can also be saved for future use on other files and will appear beneath the *User* heading. *Adjustments* can also be applied simultaneously to a whole batch of files by using the *Modify* tool. This means you can always go back to something you preferred a few minutes ago or back to something you preferred several months ago, for example. In that way, a whole folder of captures can be simultaneously edited in exactly the same way, securely and automatically, in accordance with your own or your clients preferences, for example.

http://static.hasselblad.com/2014/12/Phocus_User-Manual_v17.pdf

94. The '046 Infringing Instrumentalities include instructions to provide digital images in order of importance ratings, including one or more digital images that have modified image attributes.

Thumbnails can be viewed and sorted in a number of ways. Click on the Menu Icon on the right side of the menu bar to reveal an options menu. Navigate down to the required item for options.

Sort offers a variety of choices.

Click here for name, date or custom filtering.

Sort by name

Sort by date

Custom sort

Ascending or descending

Sort by rating

Filter allows you to sort thumbnails by Star or IAA rating filters. Either click on the menu bar for choice or choose from options menu.

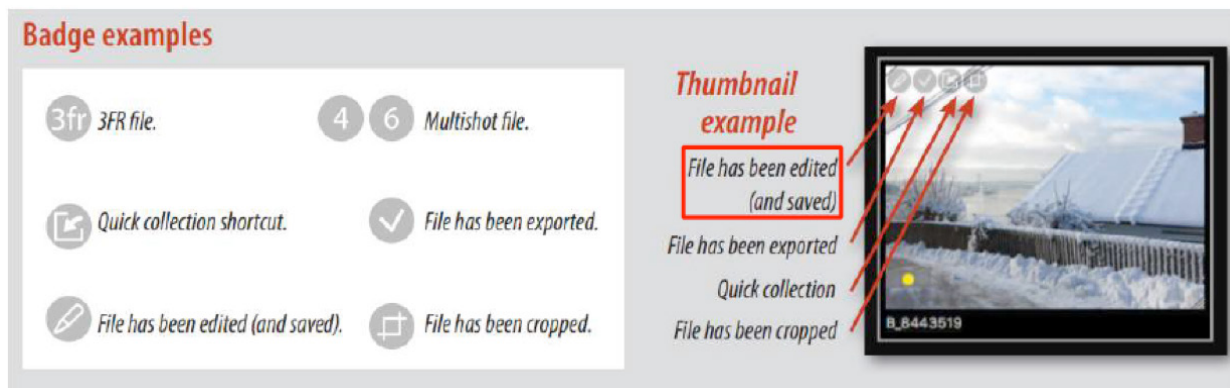
IAA rating

Show Approval Level:

Filters the displayed files according to Approval Level

For example, checking only the *Green* and *Yellow* rating would automatically exclude all *Red* rated files. You can also apply *Approval Level* filtering by clicking the colored buttons on the header bar.

http://static.hasselblad.com/2014/12/Phocus_User-Manual_v17.pdf



http://static.hasselblad.com/2014/12/Phocus_User-Manual_v17.pdf.

95. The Hasselblad Defendants have thus infringed and continue to infringe at least claim 14 of the '046 patent by making, using, testing, selling, offering for sale, importing and/or licensing the '046 Infringing Instrumentalities, including within this District.

96. The users, customers, agents and/or other third parties of the '046 Infringing Instrumentalities (collectively, "third-party infringers") have been and are now infringing, including under 35 U.S.C. § 271(a), at least claim 14 of the '046 patent by using the '046 Infringing Instrumentalities.

97. The Hasselblad Defendants have, since at least no later than May 26, 2017, known or been willfully blind to the fact that the third-party infringers' use of the '046 Infringing Instrumentalities directly infringe the '046 patent.

98. The Hasselblad Defendants' knowledge of the '046 patent, which covers operating the '046 Infringing Instrumentalities in their intended manner and such that all limitations of at least claim 14 of the '046 patent are met, made it known to the Hasselblad Defendants that the third-party infringers' use of the '046 Infringing Instrumentalities would directly infringe the '046 patent, or, at the very least, render the Hasselblad Defendants willfully blind to such infringement.

99. Having known or been willfully blind to the fact that the third-party infringers' use of the '046 Infringing Instrumentalities in their intended manner and such that all limitations of at least claim 14 of the '046 patent would directly

1 infringe the '046 patent, the Hasselblad Defendants, upon information and belief,
2 actively encouraged and continue to actively encourage the third-party infringers to
3 directly infringe the '046 patent by making, using, testing, selling, offering for sale,
4 importing and/or licensing said '046 Infringing Instrumentalities, and by, for
5 example, marketing '046 Infringing Instrumentalities to the third-party infringers;
6 supporting and managing the third-party infringers' continued use of the '046
7 Infringing Instrumentalities; and providing technical assistance to the third-party
8 infringers during their continued use of the '046 Infringing Instrumentalities. *See,*
9 *e.g.*, http://static.hasselblad.com/2014/12/Phocus_User-Manual_v17.pdf.

10 100. The Hasselblad Defendants induce the third-party infringers to infringe
11 at least claim 14 of the '046 patent by directing or encouraging them to operate the
12 '046 Infringing Instrumentalities which, alone or in combination with the third-
13 party infringers' devices, satisfy all limitations of claim 14 of the '046 patent. For
14 example, the Hasselblad Defendants advertise and promote the features of the '046
15 Infringing Instrumentalities on www.hasselblad.com and encourage the third-party
16 infringers to operate the '046 Infringing Instrumentalities in an infringing manner.
17 The Hasselblad Defendants further provide technical assistance as to how the '046
18 Infringing Instrumentalities should be used by the third-party infringers (*see, e.g.*,
19 http://static.hasselblad.com/2014/12/Phocus_User-Manual_v17.pdf). In response,
20 the third-party infringers acquire and operate the '046 Infringing Instrumentalities
21 such that all limitations of claim 14 of the '046 patent are practiced.

22 101. Thus, the Hasselblad Defendants have specifically intended to induce,
23 and have induced, the third-party infringers to infringe at least claim 14 of the '046
24 patent, and the Hasselblad Defendants have known of or been willfully blind to
25 such infringement. The Hasselblad Defendants have advised, encouraged, and/or
26 aided the third-party infringers to engage in direct infringement, including through
27 their encouragement, advice, and assistance to the third-party infringers to use the
28 '046 Infringing Instrumentalities.

1 102. Based on, among other things, the foregoing facts, the Hasselblad
2 Defendants have induced, and continue to induce, infringement under 35 U.S.C. §
3 271(b) of at least claim 14 of the '046 patent.

4 103. Further, the Hasselblad Defendants sell, provide and/or license to the
5 third-party infringers '046 Infringing Instrumentalities that are especially made and
6 adapted—and specifically intended by the Hasselblad Defendants—to be used as
7 components and material parts of the inventions covered by the '046 patent. For
8 example, the Hasselblad Defendants provide Phocus software which the third-party
9 infringers use in a manner such that all limitations of at least claim 14 of the '046
10 patent are met, and without which the third-party infringers would be unable to use
11 and avail themselves of the '046 Infringing Instrumentalities in their intended
12 manner.

13 104. Upon information and belief, the Hasselblad Defendants also knew
14 that the '046 Infringing Instrumentalities operate in a manner that satisfy all
15 limitations of at least claim 14 of the '046 patent.

16 105. The Phocus technology in the '046 Infringing Instrumentalities is
17 specially made and adapted to infringe at least claim 14 of the '046 patent. Upon
18 information and belief, the Phocus technology in the '046 Infringing
19 Instrumentalities is not a staple article or commodity of commerce, and, because the
20 functionality is designed to work with the '046 Infringing Instrumentalities solely
21 in a manner that is covered by the '046 patent, it does not have a substantial non-
22 infringing use. At least by no later than May 26, 2017, based on the foregoing
23 facts, the Hasselblad Defendants have known or been willfully blind to the fact that
24 such functionality is especially made and adapted for—and is in fact used in—'046
25 Infringing Instrumentalities in a manner that is covered by the '046 patent.

26 106. Based on, among other things, the foregoing facts, the Hasselblad
27 Defendants have contributorily infringed, and continue to contributorily infringe, at
28 least claim 14 of the '046 patent under 35 U.S.C. § 271(c).

1 285 and that MPV be awarded enhanced damages up to treble damages for willful
2 infringement as provided by 35 U.S.C. § 284;

3 G. That MPV be granted its reasonable attorneys’ fees in this action;

4 H. That this Court award MPV its costs; and

5 I. That this Court award MPV such other and further relief as the Court
6 deems proper.

7 **DEMAND FOR JURY TRIAL**

8 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, MPV
9 demands a trial by jury for all issues so triable.

10 Dated: March 16, 2018 By /s/ Marc Belloli

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