

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

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SUN LIFE ASSURANCE COMPANY	)	)
OF CANADA (U.S.) and SUN LIFE	)	)
INSURANCE AND	)	)
ANNUITY COMPANY OF NEW YORK,	)	Civ. A. No.
	)	)
Plaintiffs,	)	)
	)	)
vs.	)	)
	)	)
LINCOLN NATIONAL LIFE	)	)
INSURANCE COMPANY,	)	)
	)	)
Defendant.	)	)
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**COMPLAINT FOR DECLARATORY RELIEF (JURY TRIAL DEMANDED)**

Plaintiffs, Sun Life Assurance Company of Canada (U.S.) and Sun Life Insurance and Annuity Company of New York (hereinafter “Sun Life” or “Plaintiffs”), for their Complaint against Defendant, Lincoln National Life Insurance Company (“Lincoln National” or “Defendant”), allege as follows:

1. This is an action for declaratory judgment and other relief brought under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201-02.
2. Plaintiff Sun Life Assurance Company of Canada (U.S.) is a corporation organized and existing under the laws of the State of Delaware, having a principal place of business in Wellesley Hills, Massachusetts.
3. Plaintiff Sun Life Insurance and Annuity Company of New York is a corporation organized and existing under the laws of the State of New York, having a principal place of business in New York, New York.
4. Upon information and belief, Defendant Lincoln National is a corporation

organized and existing under the laws of the State of Indiana, having its principal place of business in Fort Wayne, Indiana.

5. Defendant Lincoln National has held itself out to be the owner of several patents, including U.S. Patent No. 6,611,815 (hereinafter referred to as “the ‘815 patent”), U.S. Patent No. 7,089,201 (hereinafter referred to as “the ‘201 patent”), and U.S. Patent No. 7,376,608 (hereinafter referred to as “the ‘608 patent”).

6. Defendant Lincoln National filed suit in the Northern District of Indiana on October 15, 2008 accusing Sun Life of infringing the ‘815, ‘201 and ‘608 patents. Sun Life was not served with the Complaint. That suit was dismissed without prejudice on February 4, 2009.

7. The ‘815 patent on its face shows an issue date of August 26, 2003, and Lincoln National as the assignee of the patent. A copy of the ‘815 patent is attached as Exhibit 1.

8. Defendant has claimed that the ‘815 patent relates to a data processing method for administering an annuity product having a guarantee of lifetime payments. Lincoln National has asserted that Sun Life infringes claims of the ‘815 patent by selling, offering to sell and/or administering annuity products that have guaranteed minimum withdrawal benefits.

9. The ‘201 patent on its face shows an issue date of August 8, 2006 and Lincoln National as the assignee of the patent. A copy of the ‘201 patent is attached as Exhibit 2.

10. Defendant has claimed that the ‘201 patent covers relates to a computerized method for administering annuity products. Lincoln National has asserted that Sun Life infringes claims of the ‘201 patent by selling, offering to sell and/or administering annuity products that have guaranteed minimum withdrawal benefits.

11. The ‘608 patent on its face shows an issue date of May 20, 2008 and Lincoln National as the assignee of the patent. A copy of the ‘608 patent is attached as Exhibit 3.

12. Defendant claims that the '608 patent is entitled "Method and System for Providing Retirement Income Benefits." Lincoln National has asserted that Sun Life infringes claims of the '608 patent by selling, offering to sell and/or administering annuity products that have guaranteed minimum withdrawal benefits.

13. Defendant has asserted its patent rights against other companies that sell, offer to sell or administer annuity products by bringing suit in various jurisdictions, including the Northern District of Indiana and asserting patent infringement counterclaims in the Northern District of Iowa.

14. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1338.

15. This Court may declare the rights and other legal relations of the parties in this case under 28 U.S.C. § 2201 and Fed. R. Civ. P. 57 because an actual and justiciable controversy exists concerning the rights of, and legal relations between, Plaintiffs and Defendant.

16. On information and belief, Defendant Lincoln National is subject to personal jurisdiction in this forum.

17. Venue is proper in this Court under 28 U.S.C. § 1391(b).

18. Plaintiffs have no liability for infringement of the '815, '201 or '608 patents because, inter alia, Plaintiffs have not infringed any valid and enforceable claim of the '815, '201 or '608 patents.

19. There is an actual and substantial controversy between Plaintiffs and Defendant of sufficient immediacy and reality to warrant the rendering of a declaratory judgment by this Court. Defendant has made a threat to Plaintiffs' business by accusing Plaintiffs of unlawful actions. Plaintiffs are entitled to a judgment declaring its rights as requested herein.

**COUNT I**

**DECLARATORY JUDGMENT REGARDING ALLEGATIONS  
OF PATENT INFRINGEMENT OF THE '815 PATENT**

20. Plaintiffs incorporate by reference paragraphs 1-19 as if set forth fully herein.
21. Plaintiffs have not infringed any valid and enforceable claim of the '815 patent.
22. The claims of the '815 patent are invalid for failure to satisfy the requirements of Part II of Title 35 of the United States Code, including, without limitation, the requirements of one or more of 35 U.S.C. §§ 101, 102, 103 and/or 112.
23. The allegations of patent infringement place a cloud over Plaintiffs' business and likely will cause uncertainty among others in the marketplace, leading Plaintiffs to lose revenues and/or business opportunities.
24. Plaintiffs are entitled to a judgment declaring that Plaintiffs have not infringed any valid and enforceable claim of the '815 patent and that the '815 patent is invalid.

**COUNT II**

**DECLARATORY JUDGMENT REGARDING ALLEGATIONS  
OF PATENT INFRINGEMENT OF THE '201 PATENT**

25. Plaintiffs incorporate by reference paragraphs 1-19 as if set forth fully herein.
26. Plaintiffs have not infringed any valid and enforceable claim of the '201 patent.
27. The claims of the '201 patent are invalid for failure to satisfy the requirements of Part II of Title 35 of the United States Code, including, without limitation, the requirements of one or more of 35 U.S.C. §§ 101, 102, 103 and/or 112.
28. The allegations of patent infringement place a cloud over Plaintiffs' business and likely will cause uncertainty among others in the marketplace, leading Plaintiffs to lose revenues and/or business opportunities.

29. Plaintiffs are entitled to a judgment declaring that Plaintiffs have not infringed any valid and enforceable claim of the '201 patent and that the '201 patent is invalid.

**COUNT III**

**DECLARATORY JUDGMENT REGARDING ALLEGATIONS  
OF PATENT INFRINGEMENT OF THE '608 PATENT**

30. Plaintiffs incorporate by reference paragraphs 1-19 as if set forth fully herein.

31. Plaintiffs have not infringed any valid and enforceable claim of the '608 patent.

32. The claims of the '608 patent are invalid for failure to satisfy the requirements of Part II of Title 35 of the United States Code, including, without limitation, the requirements of one or more of 35 U.S.C. §§ 101, 102, 103 and/or 112.

33. The allegations of patent infringement place a cloud over Plaintiffs' business and likely will cause uncertainty among others in the marketplace, leading Plaintiffs to lose revenues and/or business opportunities.

34. Plaintiffs are entitled to a judgment declaring that Plaintiffs have not infringed any valid and enforceable claim of the '608 patent and that the '608 patent is invalid.

**DEMAND FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment:

A. Declaring that Plaintiffs have not infringed any valid and enforceable claim of the '815, '201 or '608 patents;

B. Declaring that no valid and enforceable claim of the '815, '201 and '608 patents is infringed;

C. Awarding Plaintiffs their costs and reasonable attorneys' fees; and

D. Granting Plaintiffs such other and further relief as the Court may deem just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

SUN LIFE ASSURANCE COMPANY OF  
CANADA (U.S.) and SUN LIFE INSURANCE  
AND ANNUITY COMPANY OF NEW YORK

By their attorneys:

/s/ David Lee Evans

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