

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

MITSUBISHI ELECTRIC CORPORATION,	)	
PANASONIC CORPORATION, SANYO	)	
ELECTRIC CO., LTD. and WARNER	)	Case No.
BROS. HOME ENTERTAINMENT INC.,	)	
	)	<b>COMPLAINT FOR PATENT</b>
Plaintiffs,	)	<b>INFRINGEMENT; JURY TRIAL</b>
	)	<b>DEMANDED</b>
v.	)	
	)	
WORLD MEDIA GROUP, INC. and	)	
CRYSTAL CLEAR MEDIA GROUP, LLC.,	)	
	)	
Defendants.	)	

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiffs Mitsubishi Electric Corporation (alternatively named Mitsubishi Denki Kabushiki Kaisha) (“Mitsubishi”), Panasonic Corporation (formerly known as Matsushita Electric Industrial Co., Ltd.) (“Panasonic”), SANYO Electric Co., Ltd. (“SANYO”) and Warner Bros. Home Entertainment Inc. (“Warner Bros.”), by their undersigned attorneys, for their complaint against Defendants World Media Group, Inc. (“WMG”) and Crystal Clear Media Group, LLC. (“CCMG”) (collectively hereinafter “Defendants”) allege as follows:

## PARTIES

1. Plaintiff Mitsubishi is a Japanese corporation, having its principal place of business in Tokyo, Japan. Mitsubishi owns patents that are the subject of this complaint.

2. Plaintiff Panasonic is a Japanese corporation, having its principal place of business in Osaka, Japan. Panasonic owns patents that are the subject of this complaint.

3. Plaintiff SANYO is a Japanese corporation, having its principal place of business in Osaka, Japan. SANYO owns patents that are the subject of this complaint.

4. Plaintiff Warner Bros. is a Delaware corporation, having its principal place of business in Burbank, California. Warner Bros. owns patents that are the subject of this complaint.

5. Defendant WMG, upon information and belief, is an Indiana corporation, with a principal place of business at 6737 E. 30<sup>th</sup> Street, in Indianapolis, Indiana. In addition to the Indianapolis location, WMG advertises its presence in Dallas, Texas by prominently stating on its website ([www.worldmediagroup.com](http://www.worldmediagroup.com)) that it has a “sales and services center[] in Dallas, TX (Crystal Clear Media Group)” among other locations. The WMG website further identifies and advertises its presence in Dallas by listing CCMG for “Texas & Southwest Sales” and provides an address at 10451 Markison Road, Dallas, Texas. On information and belief, WMG and CCMG no longer transact business at the Markison Road address, but now transacts business at 10935 Estate Lane, Suite 238, Dallas, Texas. WMG, according to a Texas Business Personal Property Account, is identified as the current taxable owner of personal property located at the Estate Lane address. WMG’s website further identifies Dallas, Texas as a business location for its

employees, including by identifying Jim Cocke as WMG's Sales Manager – Dallas. WMG has infringed, and continues to infringe the patents identified herein by making, using, offering to sell, selling and/or importing DVDs.

6. Defendant CCMG, upon information and belief, is an Indiana corporation, with a principal place of business at 10935 Estate Lane, Suite 238, Dallas, Texas, and also having an address at 6737 E. 30<sup>th</sup> Street, in Indianapolis, Indiana. On information and belief, CCMG is wholly owned and solely controlled by WMG. The CCMG website ([www.crystalclearcds.com](http://www.crystalclearcds.com)) identifies CCMG as “A World Media Group Company.” In addition, on information and belief, WMG and CCMG have common and shared directors, officers and/or employees. One such individual is Jim Cocke, who is identified on the CCMG website as its “head of sales”; the website provides contact information for Mr. Cocke at the “Dallas Sales Office.” CCMG has infringed, and continues to infringe the patents identified herein by making, using, offering to sell, selling and/or importing DVDs.

### **JURISDICTION AND VENUE**

7. This is an action for patent infringement arising under the Patent Laws of the United States, United States Code, Title 35, § 1, et seq.

8. The Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

9. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b), (c), and (d), and 1400(b) because the Defendants have committed acts of direct and indirect infringement in this District, have a regular and established place of business in this

District, and have transacted business in this District, including offering to sell and selling DVDs, which infringe the patents-in-suit.

10. Personal jurisdiction exists generally over each of the Defendants because each Defendant has sufficient minimum contacts with the forum as a result of business conducted within this State and District. Personal jurisdiction also exists specifically over each of the Defendants because each, directly or through affiliates, subsidiaries or intermediaries, transacts business in this District including offering to sell and selling DVDs within this State and District, which infringe the patents-in-suit.

#### **PATENTS-IN-SUIT**

11. United States Patent No. 5,463,565, entitled “Data Block Format For Software Carrier And Player Therefor” (hereinafter, “the ‘565 patent”) was duly and legally issued on October 31, 1995. A copy of the ‘565 patent is attached hereto as Exhibit 1.

12. United States Patent No. 5,790,487, entitled “Optical Information Recording Medium, Optical Information Recording Method, And Optical Information Reproducing Apparatus Utilizing The Same” (hereinafter, “the ‘487 patent”) was duly and legally issued on August 4, 1998. A copy of the ‘487 patent is attached hereto as Exhibit 2.

13. United States Patent No. 5,838,657, entitled “High Density Optical Disc And Optical Disc Player” (hereinafter, “the ‘657 patent”) was duly and legally issued on November 17, 1998. A copy of the ‘657 patent is attached hereto as Exhibit 3.

14. United States Patent No. 5,896,367, entitled “High Density Optical Disc And Optical Disc Player” (hereinafter, “the ‘367 patent”) was duly and legally issued on April 20, 1999. A copy of the ‘367 patent is attached hereto as Exhibit 4.

15. United States Patent No. 5,907,659, entitled “Optical Disc For Which A Sub-Picture Can Be Favorably Superimposed On A Main Image, And A Disc Reproduction Apparatus And A Disc Reproduction Method For The Disc” (hereinafter, “the ‘659 patent”) was duly and legally issued on May 25, 1999. A copy of the ‘659 patent is attached hereto as Exhibit 5.

16. United States Patent No. 6,526,221, entitled “Data Structure Representing Both Program And Command Data” (hereinafter, “the ‘221 patent”) was duly and legally issued on February 25, 2003. A copy of the ‘221 patent is attached hereto as Exhibit 6.

17. United States Patent No. 6,539,164, entitled “Disk Media, And Method Of And Device For Playing Back Information On Or From A Disk Media” (hereinafter, “the ‘164 patent”) was duly and legally issued on March 25, 2003. A copy of the ‘164 patent is attached hereto as Exhibit 7.

18. United States Patent No. 6,549,717, entitled “Digital Video Signal Record And Playback Device And Method For Giving Priority To A Center Of An I Frame” (hereinafter, “the ‘717 patent”) was duly and legally issued on April 15, 2003. A copy of the ‘717 patent is attached hereto as Exhibit 8.

## **THE DVD-VIDEO FORMAT AND THE DVD FORUM**

19. A DVD is a video, audio and data storage medium, which can be used for viewing a complete movie on a single disc and for viewing and listening to other visual and audio information and entertainment.

20. The DVD Forum is an international association of hardware manufacturers, software firms, content providers and other users of DVDs. The DVD Forum was founded in August 1997, to assume and extend the work of the DVD Consortium, the ten-company organization that initially developed the DVD specifications. The functions of the DVD Forum include defining and improving DVD specifications, publishing reference materials, creating DVD Standard Format books, approving DVD verification programs, and holding worldwide DVD conferences and promoting information about DVDs, including on the DVD Forum web site. DVD Forum membership is open to any corporation or organization which is engaged in activities related to DVD research, development and/or manufacturing. The DVD Forum membership includes more than 100 companies worldwide. The work of the DVD Forum always has been and continues to be well-publicized in the DVD community.

21. DVD-Video is a DVD Standard Format used to store digital video on DVD discs that is supported by the DVD Forum. It was conceived and designed to overcome the technological limitations of pre-existing formats. The participating entities in the DVD Forum established the DVD-Video format by preparing and agreeing to the DVD Specifications for Read-Only Disc (“DVD Specifications”). The DVD Specifications have been compiled and published in multiple volumes, updated over time, and include:

Part 1 – Physical Specifications, Part 2 – File System Specifications and Part 3 – Video Specifications.

22. By implementing the DVD Specifications, DVDs provide the consumer with a multitude of benefits. These include (i) video of superior quality to previous home video formats, (ii) storing, on a single side, up to 13 times the amount of data contained on a compact disc (“CD”), (iii) not deteriorating from multiple plays or over time, (iv) remaining unaffected by magnetic fields, and (v) not requiring rewinding after viewing. At an average bit rate of 4.5 Mbit/s, a single sided, single layered DVD disc has the playback capability of 133 minutes of high quality audio and video images.

23. The universal acceptance of the DVD Specifications allows all DVDs that comply with the Specifications to play on all similarly compliant DVD players. Moreover, the DVD Specifications, including those portions of the DVD Specifications that relate to the Plaintiffs’ inventions, enabled an entire industry of DVD disc production. Without the work of the DVD Forum over many years and the Plaintiffs’ valuable and important patented inventions that contributed to the existence and development of the DVD Specifications, WMG’s and CCMG’s DVD businesses would not exist.

#### **DVD6C LICENSING GROUP**

24. DVD6C Licensing Group (“DVD6C”) is the name given to an undertaking by nine leading developers of DVD technologies and formats. The nine members of DVD6C – Hitachi Consumer Electronics Co., Ltd., JVC KENWOOD Corporation, Samsung Electronics Co., Ltd., Sharp Corporation and Toshiba Corporation, in addition

to plaintiffs Mitsubishi, Panasonic, SANYO and Warner Bros. – collectively own hundreds of essential patents, as further described hereinafter, pertaining to various categories of DVD related products (“essential DVD Patents”). DVD6C offers one-stop shopping for licensing the essential DVD Patents within various categories of DVD related products, including the categories identified as “DVD-ROM Disc” and “DVD-Video Disc.” On information and belief, DVD discs within the categories of DVD-ROM Discs and DVD-Video Discs are made and sold by the Defendants.

25. The United States Department of Justice Antitrust Division (“DOJ”) has stated that a patent pool “may provide competitive benefits by integrating complementary technologies, reducing transaction costs, clearing blocking positions, and avoiding costly infringement litigation.” Prior to DVD6C commencing its licensing program, the DOJ stated in a Business Review Letter issued to members of DVD6C that “the proposed [pooling] arrangement [of DVD6C] is likely to combine complementary patent rights, thereby lowering the costs of manufactures that need access to them in order to produce discs, players and decoders in conformity with the DVD-Video and DVD-ROM formats.”

26. In accordance with the pooling arrangement of DVD6C, an impartial and independent patent expert has determined which DVD related patents are essential (either technically or as a practical matter) to the manufacture and use of products in accordance with the DVD Specifications. These patents identified by the expert – essential DVD Patents – include patents within the categories of DVD-ROM Discs and DVD-Video Discs (“the essential DVD-ROM and DVD-Video Disc Patents”). Those who replicate



and sell DVDs, such as the Defendants, cannot as a practical matter produce or sell a DVD disc that complies with the relevant portion of the DVD Specifications without directly and/or indirectly infringing the essential DVD-ROM and DVD-Video Disc Patents. This complaint is limited to eight such essential DVD-ROM and DVD-Video Disc Patents for purposes of management and convenience.

27. Under the authorization of the members of DVD6C, Toshiba is the contracting party with any licensee to the DVD6C patents, whereby the licensees have received a non-exclusive, non-transferable license to make, have made, use, import, offer for sale, sell, and otherwise dispose of licensed products including DVD-ROM Discs and DVD-Video Discs. There are numerous competitors in the DVD industry, including many who compete with WMG and CCMG, who have recognized both the value of Plaintiffs' inventions and such competitors' intellectual property obligations. As a result, Toshiba has entered into hundreds of such licenses on a non-discriminatory basis and Toshiba has enforced these licenses from time to time by filing litigation to pursue claims for breach of these licenses. In complying with their licensing obligations, these non-party licensees compete fairly by paying the royalties under their licenses to the DVD6C patents. Contrary to these non-party licensees, WMG and CCMG, without license, have used and continue to use Plaintiffs' intellectual property, for which they have paid no royalties, and thus have an unfair competitive advantage over the non-party licensees.

28. The pooling of the essential DVD Patents combined with DVD6C's licensing program offers a fair, efficient and cost-effective means to be licensed and, therefore, to avoid infringement of the essential DVD Patents. In particular, Toshiba

offers, as license contracting party, a pool license to the essential DVD Patents presently owned, or that may in the future be owned, by the nine members of DVD6C on fair, reasonable and nondiscriminatory terms. But for the DVD6C licensing program, licensees would have to negotiate and enter into multiple bilateral licenses resulting in substantial transactional costs and royalty rates, which are likely to be far greater than the DVD6C pool license. These multiple benefits to licensors and licensees of the DVD6C pool license are not present when litigation is required to address infringement by those who refuse to honor their intellectual property obligations.

29. In addition to licensing its patents in the DVD6C licensing program, Mitsubishi has committed to individually license its essential DVD Patents, Panasonic has committed to individually license its essential DVD Patents, SANYO has committed to individually license its essential DVD Patents, and Warner Bros. has committed to individually license its essential DVD Patents; each on fair, reasonable and nondiscriminatory terms.

#### **THE WILLFUL INFRINGEMENT BY WMG AND CCMG**

30. Under the authorization of the members of DVD6C, Panasonic is the regional contact in the United States to communicate with actual and potential infringers and inform them regarding the need for and benefit of a license to the essential DVD Patents.

31. In good faith and demonstrating considerable patience, Panasonic has communicated with WMG and through common directors, officers and/or employees with CCMG, and thereby given WMG and CCMG written notice of its infringement,

provided information relating to the infringement, and has presented terms for licensing the essential DVD Patents on several occasions during the last several years. These overtures have been made to Mr. Jeff Mellentine who is, on information and belief, an officer, director and/or managing agent of both WMG and CCMG, and to others employed by WMG and/or CCMG, and to WMG's counsel who was identified to Panasonic by Mr. Mellentine, including Mr. Jerald I. Ancel, of the law firm Taft, Stetinius & Hollister LLP. As part of these communications, Panasonic has offered to meet with Mr. Mellentine and his counsel, to answer any of their questions and discuss WMG's and CCMG's license obligations. Panasonic has specifically identified to Mr. Mellentine and other employees of WMG the website <http://www.dvd6cla.com/>, where more information might be found regarding the essential DVD Patents, including the patents-in-suit, and licensing obligations.

32. The DVD6C website provides several categories of useful information regarding the essential DVD Patents to actual and potential licensees, including News, License Agreements, Royalty Rates, Offer Letters, Patent List, Essentiality Report, Patent Catalogue, Licensors, Licensee List, Frequently Asked Questions and Contact Information. The News section provides various press releases by DVD6C. The License Agreements section provides access to the DVD Patent License Agreement. The Royalty Rates section provides the current royalty rates applicable to new licensees, separated into various categories of products. The Offer Letters section provides the letter sent to potential licensees. The Patent List section sets forth the essential DVD Patents, including the patents-in-suit, separated into various categories of products. The

Essentiality Report section, which is further described below, provides Summary Reports of the essential DVD Patents, including the patents-in-suit, which have been evaluated by the impartial and independent patent expert and determined to be essential in implementing the DVD Specifications. The Patent Catalogue section identifies exemplary patents for various categories of products. The Licensors section provides the names of the DVD6C members, which then can be contacted if a prospective licensee elects to pursue bilateral license negotiations. The Licensee List section provides the names of each of the licensees and the licensed products for each licensee. The Frequently Asked Questions section provides responses to various common questions. The Contact Information section identifies various representatives of DVD6C and a method for making an inquiry to DVD6C. By the clicks of a computer mouse, all of this information was available to WMG and CCMG.

33. The Essentiality Report section assists potential licensees that are making, using, offering to sell, selling and/or importing DVDs within the United States in determining the relevancy of the essential DVD Patents, by providing twenty-six Summary Reports of essential DVD Patents, which are separated by product category. Two of these Summary Reports are for the essential DVD-ROM and DVD-Video Disc Patents. Each of these Summary Reports provides the names of the entities that own one or more essential patent within the category, an identification of the patent number for each essential DVD Patent owned by that entity, an identification of some or all of the foreign counterparts for each patent, an identification of one or more representative claims for each patent, and a specific identification of the relevant pages, sections, figures

and tables of the DVD Specifications for each representative claim. A Summary Report for each of the patents-in-suit was provided in the Essentiality Report section of the DVD6C website.

34. As a result of all of the foregoing, actual notice has been provided to WMG and CCMG regarding its infringement of the essential DVD Patents including each of the patents-in-suit.

35. Notwithstanding the efforts undertaken by DVD6C, neither WMG nor CCMG have taken a license to any of the essential DVD Patents. Nevertheless, both WMG and CCMG have advertised and sold and continue to advertise for sale and sell DVD discs that infringe the essential DVD Patents, including the patents-in-suit.

36. WMG and CCMG have directly infringed some or all of the essential DVD Patents, including the patents-in-suit, identified hereinafter, by making, using, offering to sell, selling and/or importing DVDs within the United States and/or have indirectly infringed these patents because DVDs made in accordance with the DVD Specifications, have no substantial non-infringing use, and are known by WMG and CCMG to be especially made and/or especially adapted for use in the infringement of the essential DVD Patents. WMG and CCMG specifically intended that the DVDs they sell be used by their direct and/or indirect customers, which use would infringe some or all of the essential DVD Patents, including the patents-in-suit, and WMG and CCMG knew that such customers' actions would constitute infringement.

37. WMG's and CCMG's infringing actions were and are without authority, consent or license.

38. WMG and CCMG, including Mr. Mellentine and the lawyers identified by Mr. Mellentine, have had the means and opportunity to access and consider all of the information provided by Panasonic and found on the DVD6C website, and they have willfully infringed the patents-in-suit either by reading and considering this information, or by purposefully ignoring the information, and continuing the infringing conduct.

39. Plaintiffs have each suffered damages as a result of the direct and indirect infringing actions of WMG and CCMG, and will continue to suffer such damages as long as those infringing actions continue.

**COUNT I – INFRINGEMENT OF U.S. PATENT NO. 5,463,565**

40. The allegations contained in paragraphs 1-39 above are repeated and realleged as if fully set forth herein.

41. Warner Bros. is the assignee and owner of the right, title, and interest in and to the '565 patent, now and for the entire period of and relevant to the infringement, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

42. WMG and CCMG are, and have been, on notice of the '565 patent since before this lawsuit was filed. Among the ways that actual notice has been provided to WMG and CCMG is the identification of the '565 patent on the Patent Lists and in one or both of the Summary Reports of essential DVD-ROM and DVD-Video Disc Patents on the DVD6C website to which Mr. Mellentine, and others associated with WMG and CCMG, were directed by Panasonic.

43. WMG and CCMG have directly infringed and/or indirectly infringed, literally and/or under the doctrine of equivalents, the '565 patent under 35 U.S.C. § 271.

44. Upon information and belief, the infringement of the '565 patent by WMG and CCMG has been willful.

45. Warner Bros. has been damaged by the infringement of the '565 patent by WMG and CCMG.

**COUNT II – INFRINGEMENT OF U.S. PATENT NO. 5,790,487**

46. The allegations contained in paragraphs 1-39 above are repeated and realleged as if fully set forth herein.

47. Panasonic is the assignee and owner of the right, title, and interest in and to the '487 patent, now and for the entire period of and relevant to the infringement, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

48. WMG and CCMG are, and have been, on notice of the '487 patent since before this lawsuit was filed. Among the ways that actual notice has been provided to WMG and CCMG is the identification of the '487 patent on the Patent Lists and in one or both of the Summary Reports of essential DVD-ROM and DVD-Video Disc Patents on the DVD6C website to which Mr. Mellentine, and others associated with WMG and CCMG, were directed by Panasonic.

49. WMG and CCMG have and continue to directly infringe and/or indirectly infringe literally and/or under the doctrine of equivalents, the '487 patent under 35 U.S.C. § 271.

50. Upon information and belief, the infringement of the '487 patent by WMG and CCMG has been willful.

51. Panasonic has been damaged and continues to be damaged by the infringement of the '487 patent by WMG and CCMG.

**COUNT III – INFRINGEMENT OF U.S. PATENT NO. 5,838,657**

52. The allegations contained in paragraphs 1-39 above are repeated and realleged as if fully set forth herein.

53. SANYO is the assignee and owner of the right, title, and interest in and to the '657 patent, now and for the entire period of and relevant to the infringement, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

54. WMG and CCMG are, and have been, on notice of the '657 patent since before this lawsuit was filed. Among the ways that actual notice has been provided to WMG and CCMG is the identification of the '657 patent on the Patent Lists and in one or both of the Summary Reports of essential DVD-ROM and DVD-Video Disc Patents on the DVD6C website to which Mr. Mellentine, and others associated with WMG and CCMG, were directed by Panasonic.

55. WMG and CCMG have and continue to directly infringe and/or indirectly infringe, literally and/or under the doctrine of equivalents, the '657 patent under 35 U.S.C. § 271.

56. Upon information and belief, the infringement of the '657 patent by WMG and CCMG has been willful.



57. SANYO has been damaged and continues to be damaged by the infringement of the '657 patent by WMG and CCMG.

**COUNT IV – INFRINGEMENT OF U.S. PATENT NO. 5,896,367**

58. The allegations contained in paragraphs 1-39 above are repeated and realleged as if fully set forth herein.

59. SANYO is the assignee and owner of the right, title, and interest in and to the '367 patent, now and for the entire period of and relevant to the infringement, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

60. WMG and CCMG are, and have been, on notice of the '367 patent since before this lawsuit was filed. Among the ways that actual notice has been provided to WMG and CCMG is the identification of the '367 patent on the Patent Lists and in one or both of the Summary Reports of essential DVD-ROM and DVD-Video Disc Patents on the DVD6C website to which Mr. Mellentine, and others associated with WMG and CCMG, were directed by Panasonic.

61. WMG and CCMG have and continue to directly infringe and/or indirectly infringe, literally and/or under the doctrine of equivalents, the '367 patent under 35 U.S.C. § 271.

62. Upon information and belief, the infringement of the '367 patent by WMG and CCMG has been willful.

63. SANYO has been damaged and continues to be damaged by the infringement of the '367 patent by WMG and CCMG.

**COUNT V – INFRINGEMENT OF U.S. PATENT NO. 5,907,659**

64. The allegations contained in paragraphs 1-39 above are repeated and realleged as if fully set forth herein.

65. Panasonic is the assignee and owner of the right, title, and interest in and to the '659 patent, now and for the entire period of and relevant to the infringement, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

66. WMG and CCMG are, and have been, on notice of the '659 patent since before this lawsuit was filed. Among the ways that actual notice has been provided to WMG and CCMG is the identification of the '659 patent on the Patent Lists and in one or both of the Summary Reports of essential DVD-ROM and DVD-Video Disc Patents on the DVD6C website to which Mr. Mellentine, and others associated with WMG and CCMG, were directed by Panasonic.

67. WMG and CCMG have and continue to directly infringe and/or indirectly infringe, literally and/or under the doctrine of equivalents, the '659 patent under 35 U.S.C. § 271.

68. Upon information and belief, the infringement of the '659 patent by WMG and CCMG has been willful.

69. Panasonic has been damaged and continues to be damaged by the infringement of the '659 patent by WMG and CCMG.

**COUNT VI – INFRINGEMENT OF U.S. PATENT NO. 6,526,221**

70. The allegations contained in paragraphs 1-39 above are repeated and realleged as if fully set forth herein.

71. Warner Bros. is the assignee and owner of the right, title, and interest in and to the '221 patent, now and for the entire period of and relevant to the infringement, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

72. WMG and CCMG are, and have been, on notice of the '221 patent since before this lawsuit was filed. Among the ways that actual notice has been provided to WMG and CCMG is the identification of the '221 patent on the Patent Lists and in one or both of the Summary Reports of essential DVD-ROM and DVD-Video Disc Patents on the DVD6C website to which Mr. Mellentine, and others associated with WMG and CCMG, were directed by Panasonic.

73. WMG and CCMG have directly infringed and/or indirectly infringed, literally and/or under the doctrine of equivalents, the '221 patent under 35 U.S.C. § 271.

74. Upon information and belief, the infringement of the '221 patent by WMG and CCMG has been willful.

75. Warner Bros. has been damaged by the infringement of the '221 patent by WMG and CCMG.

**COUNT VII – INFRINGEMENT OF U.S. PATENT NO. 6,539,164**

76. The allegations contained in paragraphs 1-39 above are repeated and realleged as if fully set forth herein.

77. Mitsubishi is the assignee and owner of the right, title, and interest in and to the '164 patent, now and for the entire period of and relevant to the infringement, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

78. WMG and CCMG are, and have been, on notice of the '164 patent since before this lawsuit was filed. Among the ways that actual notice has been provided to WMG and CCMG is the identification of the '164 patent on the Patent Lists and in one or both of the Summary Reports of essential DVD-ROM and DVD-Video Disc Patents on the DVD6C website to which Mr. Mellentine, and others associated with WMG and CCMG, were directed by Panasonic.

79. WMG and CCMG have and continue to directly infringe and/or indirectly infringe, literally and/or under the doctrine of equivalents, the '164 patent under 35 U.S.C. § 271.

80. Upon information and belief, the infringement of the '164 patent by WMG and CCMG has been willful.

81. Mitsubishi has been damaged and continues to be damaged by the infringement of the '164 patent by WMG and CCMG.

**COUNT VIII – INFRINGEMENT OF U.S. PATENT NO. 6,549,717**

82. The allegations contained in paragraphs 1-39 above are repeated and realleged as if fully set forth herein.

83. Mitsubishi is the assignee and owner of the right, title, and interest in and to the '717 patent, now and for the entire period of and relevant to the infringement,

including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

84. WMG and CCMG are, and have been, on notice of the '717 patent since before this lawsuit was filed. Among the ways that actual notice has been provided to WMG and CCMG is the identification of the '717 patent on the Patent Lists and in one or both of the Summary Reports of essential DVD-ROM and DVD-Video Disc Patents on the DVD6C website to which Mr. Mellentine, and others associated with WMG and CCMG, were directed by Panasonic.

85. WMG and CCMG have and continue to directly infringe and/or indirectly infringe, literally and/or under the doctrine of equivalents, the '717 patent under 35 U.S.C. § 271.

86. Upon information and belief, the infringement of the '717 patent by WMG and CCMG has been willful.

87. Mitsubishi has been damaged and continues to be damaged by the infringement of the '717 patent by WMG and CCMG.

### **REQUEST FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that the Court enter a judgment:

A. Declaring that WMG and CCMG have infringed U.S. Patent Nos. 5,463,565, 5,790,487, 5,838,657, 5,896,367, 5,907,659, 6,526,221, 6,539,164, and 6,549,717;

B. Awarding Plaintiffs damages adequate to compensate for WMG's and CCMG's infringing activities, including supplemental damages for any post-verdict

infringement up until entry of the final judgment with an accounting as needed, together with prejudgment and post-judgment interest on the damages awarded; all of these damages to be enhanced in an amount up to treble the amount of compensatory damages as justified under 35 U.S.C. § 284;

C. Declaring that this case is exceptional under 35 U.S.C. § 285 and awarding Plaintiffs their reasonable costs and expenses of litigation, including attorneys' and experts' fees; and

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

**JURY DEMAND**

Plaintiffs demand a trial by jury as to all claims and all issues properly triable thereby.

Respectfully submitted,

Dated: April 8, 2014

By: /s/ Daniel J. Galligan  
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