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CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

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LOS ANGELES, CALIFORNIA

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

JVC KENWOOD CORPORATION,

Plaintiff,

vs.

ARCSOFT, INC.; NERO, INC.,

Defendants.

Case No. CV12-3662 GAF (JCx)

COMPLAINT AND APPLICATION FOR PERMANENT INJUNCTION

JURY TRIAL DEMANDED

Plaintiff JVC KENWOOD Corporation ("JVC") brings this action against Defendants Arcsoft, Inc and Nero, Inc. and alleges:

NATURE OF THE CASE

1. This is an action arising under the patent laws of the United States (Title 35, United States Code, § 271 et seq.) based upon Defendants infringement of patents owned by JVC and relating generally to the field of media players and recorders, such as DVD players having data decoding, reproduction and/or stretch reproduction capabilities, DVD recorders having encoding capability, and media on which data can be encoded and thereafter decoded or reproduced. JVC seeks damages for Defendants' infringement and a permanent injunction restraining Defendants from further infringement.

PARTIES

2. JVC is incorporated under the laws of Japan and maintains its principal place of business in Yokohama, Japan.

3. Upon information and belief, ArcSoft, Inc. is incorporated under the laws of California and maintains its principal place of business at 46601 Fremont Boulevard, Fremont, California 94538.

4. Upon information and belief, Nero, Inc. is incorporated under the laws of Delaware and maintains its principal place of business at 330 N. Brand Blvd. Suite 800, Glendale, California 91203.

JURISDICTION

5. This action arises under the patent laws of the United States, Title 35 United States Code. Subject matter jurisdiction is proper under 28 U.S.C. § 1331 and § 1338.

6. This court has personal jurisdiction over ArcSoft, Inc. (hereafter "ArcSoft"). Upon information and belief, ArcSoft conducts business in this State and is selling and offering to sell, and has within a reasonable period prior to the filing of this action, sold and offered to sell its products to customers in this State and in this District, either directly or indirectly. Upon information and belief, ArcSoft's

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infringing media products on which data is encoded, and infringing products containing a DVD recorder implemented through software and having encoding capability (hereinafter, the "ArcSoft Encoder Infringing Products") include, but are not limited to, its TotalMedia Extreme, TotalMedia Extreme 2, Total Media Studio, TotalMedia VR, MediaImpression 3 HD, MediaImpression 2, MediaImpression, ShowBiz 5, ShowBiz 3.5, ShowBiz DVD 2, DVD Slideshow, Backup & Burn, Media Pack Ultimate, Video Pack Platinum, Photo & Video Editor Pack, and TotalMedia Backup and Record software applications. Upon information and belief, ArcSoft's infringing products containing a player, such as a DVD player implemented through software and having decoding or reproduction capabilities (hereinafter, the "ArcSoft Decoder Infringing Products") include, but are not limited to, its TotalMedia Theatre 5, TotalMedia Theatre 3, TotalMedia Theatre 2, TotalMedia Theatre, Digital Theatre, TotalMedia Extreme 2, Total Media Extreme, Media Pack Ultimate, Media Pack Premium, Video Pack Platinum, and Video Suite software applications. Upon information and belief, ArcSoft has placed its products, including the infringing products, into the stream of commerce, knowing or reasonably expecting that such products will be used, sold, or offered to be sold in this State and in this District. Upon information and belief, ArcSoft has intentionally established distribution channels to offer its products for sale and to sell its products, including the infringing products, in this State and in this District. Because ArcSoft produces multiple versions of its software applications for retail sale, for sale to equipment manufacturers, and for download, discovery may reveal additional infringing products and/or versions having functionality similar to the products listed above.

7. This Court has personal jurisdiction over Nero, Inc. (hereafter "Nero"). Upon information and belief, Nero conducts business in this state and is selling and offering to sell, and has within a reasonable period prior to the filing of this action, sold and offered to sell its products to customers in this State and in this District,

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either directly or indirectly. Upon information and belief, Nero's infringing media products on which data is encoded, and infringing products containing a DVD recorder implemented through software and having encoding capability (hereinafter, the "Nero Encoder Infringing Products") include, but are not limited to, its Nero 11 suite, 11 Platinum, Video, Kwik Media, 10 Multimedia Suite, 10 Multimedia Suite Platinum HD, Vision Xtra, Vision, Vision 5, Vision 4, Vision Express 3, Media Hub, Burning ROM, Burning ROM 8, Burning ROM 7, Burning ROM 6, 9 suite, Express, Express 6, Express 7, Express 8, DiscCopy, Video Premium HD, 8 suite, 7 suite, 6 suite, BackItUp, BackItUp 2, BackItUp 3, and BackItUp & Burn software applications. Upon information and belief, Nero's infringing products containing a player, such as a DVD player implemented through software and having decoding or reproduction capabilities (hereinafter, the "Nero Decoder Infringing Products") include, but are not limited to, its Nero 11 suite, 11 Platinum, Kwik Media, 10 Multimedia Suite, 10 Multimedia Suite Platinum HD, Vision Xtra, Media Hub, Video Premium HD, 9 suite, ShowTime, ShowTime 2, ShowTime 3, ShowTime 4, 8 suite, 7 suite, and 6 suite software applications. Upon information and belief, Nero's infringing products containing a player, such as a broadcast or DVD player implemented through software and having stretch reproduction capability (hereinafter, the "Nero Stretch Reproduction Infringing Products") include, but are not limited to, its Nero 10 Multimedia Suite, 10 Multimedia Suite Platinum HD, Video Premium HD and Vision Xtra software applications. Upon information and belief, Nero has placed its products, including the infringing products, into the stream of commerce, knowing or reasonably expecting that such products will be used, sold, or offered to be sold in this State and in this District. Upon information and belief, Nero has intentionally established distribution channels to offer its products for sale and to sell its products, including the infringing products, in this State and in this District. Because Nero produces multiple versions of its software applications for retail sale, for sale to

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equipment manufacturers, and for download, discovery may reveal additional infringing products and/or versions having functionality similar to the products listed above.

VENUE

8. Venue is proper in this Court under 28 U.S.C. § 1400(b) because ArcSoft, Inc. and Nero, Inc. reside in this District within the meaning of 28 U.S.C. § 1391(c). In addition, venue is proper in this Court under 28 U.S.C. §§ 1391(b)-(c) because (i) ArcSoft, Inc. and Nero, Inc. reside in this District, and/or (ii) a substantial part of the events or omissions giving rise to the claims against each of them occurred in this District.

JOINDER

9. Joinder of accused infringers ArcSoft, Inc. and Nero, Inc as defendants in this action is also proper under 35 U.S.C. Section 299. The right to relief is asserted, in part, on the defendants' common compliance with an industry standard specification, known generally as the "DVD Specification." This is not an action where joinder is based solely on allegations that multiple parties have infringed the patents in suit. In addition, it is based on the allegation that compliance with an industry standard, which is co-terminous with asserted patent claim language, has commonly occurred among infringers. Questions of fact common to all defendants will arise including, among others, (a) the extent to which parts of the DVD Specification including DVD-R, DVD-RW, and DVD-RAM requires conduct or apparatus claimed in U.S. Patent Nos. 5,862,115 and 5,949,750 owned by JVC; (b) the extent to which parts of the DVD Specification, including DVD-R for DL and DVD-RW for DL, requires conduct or apparatus claimed in U.S. Patent Nos. 6,768,711 and 7,023,790 owned by JVC; (c) the extent to which parts of the DVD Specification, including 4x, 6x, 8x Speed DVD-R for DL, requires conduct or apparatus claimed in U.S. Patent No. 7,102,970; (d) the extent to which parts of the

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DVD Specification, including DVD-VR, requires conduct or apparatus claimed in U.S. Patent Nos. 6,141,491, 6,490,404 and 6,788,881 owned by JVC; and (e) whether references relied on by defendants to invalidate any patent-in-suit under section 102 or 103 of the Patent Act constitute prior art.

FIRST CLAIM

(Patent Infringement of the '491 Patent)

10. The allegations of paragraphs 1-9 are incorporated herein by reference.

11. JVC is the sole owner of United States Patent No. 6,141,491, entitled "METHOD FOR JUMP-REPRODUCING VIDEO DATA OF MOVING PICTURE CODED WITH HIGH EFFICIENCY" ("the '491 patent"). The '491 patent was duly and legally issued on October 31, 2000 to Toru Yamagishi, Ken Miyazaki and Kentaro Yokouchi, and was assigned to JVC. A copy of the '491 patent is attached to this Complaint as Exhibit A.

12. On December 5, 2011, JVC provided written notice to Arcsoft and Nero of the existence of the '491 patent including offering each an opportunity to license the '491 patent from JVC. Neither Arcsoft nor Nero responded to JVC's offer.

13. Upon information and belief, ArcSoft has been and currently is directly infringing the '491 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Arcsoft Encoder and Decoder Infringing Products that are covered by one or more claims of the '491 patent.

14. Upon information and belief, ArcSoft has been and currently is inducing the direct infringement of the '491 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Arcsoft Encoder and Decoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '491 patent, with knowledge of the '491 patent and with knowledge that the acts it was causing would be covered by one or

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more claims of the '491 patent.

15. Upon information and belief, ArcSoft has been and currently is contributing to the direct infringement of the '491 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Arcsoft Encoder and Decoder Infringing Products to its customers with knowledge of the '491 patent and with the knowledge that the Arcsoft Encoder and Decoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '491 patent, whereby the Arcsoft Encoder and Decoder Infringing Products do not have a substantial non-infringing use.

16. Upon information and belief, Nero has been and currently is directly infringing the '491 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Nero Encoder and Decoder Infringing Products that are covered by one or more claims of the '491 patent.

17. Upon information and belief, Nero has been and currently is inducing the direct infringement of the '491 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Nero Encoder and Decoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '491 patent, with knowledge of the '491 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '491 patent.

18. Upon information and belief, Nero has been and currently is contributing to the direct infringement of the '491 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Nero Encoder and Decoder Infringing Products to its customers with knowledge of the '491 patent and with the knowledge that the Nero Encoder and Decoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '491 patent, whereby the Nero

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Encoder and Decoder Infringing Products do not have a substantial non-infringing use.

19. Upon information and belief, infringement of the '491 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

20. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

SECOND CLAIM

(Patent Infringement of the '692 Patent)

21. The allegations of paragraphs 1-20 are incorporated herein by reference.

22. JVC is the sole owner of United States Patent No. 6,522,692, entitled "REPRODUCTION PROTECTION METHOD ACCORDING TO BOTH MEDIUM AND APPARATUS PROTECTION DATA AND A MEDIUM THEREFOR" ("the '692 patent"). The '692 patent was duly and legally issued on February 18, 2003 to Takayuki Sugahara, and was assigned to JVC. A copy of the '692 patent is attached to this Complaint as Exhibit B.

23. On December 5, 2011, JVC provided written notice to Arcsoft and Nero of the existence of the '692 patent including offering it an opportunity to license the '692 patent from JVC. Arcsoft and Nero never responded to JVC's offer.

24. Upon information and belief, ArcSoft has been and currently is directly infringing the '692 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Arcsoft Decoder Infringing Products, currently limited to TotalMedia Theatre 3, TotalMedia Theatre 5, TotalMedia Extreme 2, Media Pack

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Ultimate, Media Pack Premium, Video Pack Platinum, Video Suite, and any other ArcSoft applications implementing parental and regional control functions.

25. Upon information and belief, ArcSoft has been and currently is inducing the direct infringement of the '692 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Arcsoft Decoder Infringing Products, currently limited to TotalMedia Theatre 3, TotalMedia Theatre 5, TotalMedia Extreme 2, Media Pack Ultimate, Media Pack Premium, Video Pack Platinum, Video Suite, and any other ArcSoft applications implementing parental and regional control functions, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '692 patent, with knowledge of the '692 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '692 patent.

26. Upon information and belief, ArcSoft has been and currently is contributing to the direct infringement of the '692 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Arcsoft Decoder Infringing Products, currently limited to TotalMedia Theatre 3, TotalMedia Theatre 5, TotalMedia Extreme 2, Media Pack Ultimate, Media Pack Premium, Video Pack Platinum, Video Suite, and any other ArcSoft applications implementing parental and regional control functions, to its customers with knowledge of the '692 patent and with the knowledge that these products were especially made or adapted for use in a manner covered by one or more claims of the '692 patent, whereby these products do not have a substantial non-infringing use.

27. Upon information and belief, Nero has been and currently is directly infringing the '692 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Nero Decoder Infringing Products, currently limited to Nero 6, Nero 7, Nero 8, and any other Nero applications implementing parental and regional

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control functions.

28. Upon information and belief, Nero has been and currently is inducing the direct infringement of the '692 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Nero Decoder Infringing Products, currently limited to Nero 6, Nero 7, Nero 8, and any other Nero applications implementing parental and regional control functions, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '692 patent, with knowledge of the '692 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '692 patent.

29. Upon information and belief, Nero has been and currently is contributing to the direct infringement of the '692 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Nero Decoder Infringing Products, currently limited to Nero 6, Nero 7, Nero 8, and any other Nero applications implementing parental and regional control functions, to its customers with knowledge of the '692 patent and with the knowledge that these products were especially made or adapted for use in a manner covered by one or more claims of the '692 patent, whereby these products do not have a substantial non-infringing use.

30. Upon information and belief, infringement of the '692 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

31. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

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THIRD CLAIM

(Patent Infringement of the '881 Patent)

32. The allegations of paragraphs 1-31 are incorporated herein by reference.

33. JVC is the sole owner of United States Patent No. 6,788,881, entitled "STORAGE MEDIUM AND APPARATUS AND METHOD OF RECORDING AND REPRODUCING ENCODED DATA THERETO AND THEREFROM" ("the '881 patent"). The '881 patent was duly and legally issued on September 7, 2004 to Toishio Kuroiwa, Takayuki Sugahara, and Junzo Suzuki and was assigned to JVC. A copy of the '881 patent is attached to this Complaint as Exhibit C.

34. On December 5, 2011, JVC provided written notice to Arcsoft and Nero of the existence of the '881 patent including offering it an opportunity to license the '881 patent from JVC. Arcsoft and Nero never responded to JVC's offer.

35. Upon information and belief, ArcSoft has been and currently is directly infringing the '881 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Arcsoft Encoder and Decoder Infringing Products that are covered by one or more claims of the '881 patent.

36. Upon information and belief, ArcSoft has been and currently is inducing the direct infringement of the '881 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Arcsoft Encoder and Decoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '881 patent, with knowledge of the '881 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '881 patent.

37. Upon information and belief, ArcSoft has been and currently is contributing to the direct infringement of the '881 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Arcsoft Encoder and Decoder Infringing Products

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to its customers with knowledge of the '881 patent and with the knowledge that the Arcsoft Encoder and Decoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '881 patent, whereby the Arcsoft Encoder and Decoder Infringing Products do not have a substantial non-infringing use.

38. Upon information and belief, Nero has been and currently is directly infringing the '881 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Nero Encoder and Decoder Infringing Products that are covered by one or more claims of the '881 patent.

39. Upon information and belief, Nero has been and currently is inducing the direct infringement of the '881 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Nero Encoder and Decoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '881 patent, with knowledge of the '881 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '881 patent.

40. Upon information and belief, Nero has been and currently is contributing to the direct infringement of the '881 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Nero Encoder and Decoder Infringing Products to its customers with knowledge of the '881 patent and with the knowledge that the Nero Encoder and Decoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '881 patent, whereby the Nero Encoder and Decoder Infringing Products do not have a substantial non-infringing use.

41. Upon information and belief, infringement of the '881 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and

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will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

42. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

FOURTH CLAIM

(Patent Infringement of the '920 Patent)

43. The allegations of paragraphs 1-42 are incorporated herein by reference.

44. JVC is the sole owner of United States Patent No. 6,570,920, entitled "METHOD OF PROTECTION OF DATA TRANSMISSION ACCORDING TO BOTH MEDIUM SPECIFIC PROTECTION DATA AND ADDITIONAL PROTECTION DATA" ("the '920 patent"). The '920 patent was duly and legally issued on May 27, 2003 to Takayuki Sugahara, and was assigned to JVC. A copy of the '920 patent is attached to this Complaint as Exhibit D.

45. On December 5, 2011, JVC provided written notice to Arcsoft and Nero of the existence of the '920 patent including offering it an opportunity to license the '920 patent from JVC. Arcsoft and Nero never responded to JVC's offer.

46. Upon information and belief, ArcSoft has been and currently is inducing the direct infringement of the '920 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Arcsoft Decoder Infringing Products, currently limited to TotalMedia Theatre 3, TotalMedia Theatre 5, TotalMedia Extreme 2, Media Pack Ultimate, Media Pack Premium, Video Pack Platinum, Video Suite, and any other ArcSoft applications implementing parental and regional control functions, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '920 patent, with knowledge of the '920 patent and with knowledge that the acts it was causing would be covered by

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one or more claims of the '920 patent.

47. Upon information and belief, ArcSoft has been and currently is contributing to the direct infringement of the '920 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Arcsoft Decoder Infringing Products, currently limited to TotalMedia Theatre 3, TotalMedia Theatre 5, TotalMedia Extreme 2, Media Pack Ultimate, Media Pack Premium, Video Pack Platinum, Video Suite, and any other ArcSoft applications implementing parental and regional control functions, to its customers with knowledge of the '920 patent and with the knowledge that these products were especially made or adapted for use in a manner covered by one or more claims of the '920 patent, whereby these products do not have a substantial non-infringing use.

48. Upon information and belief, Nero has been and currently is inducing the direct infringement of the '920 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Nero Decoder Infringing Products, currently limited to Nero 6, Nero 7, Nero 8, and any other Nero applications implementing parental and regional control functions, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '920 patent, with knowledge of the '920 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '920 patent.

49. Upon information and belief, Nero has been and currently is contributing to the direct infringement of the '920 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Nero Decoder Infringing Products, currently limited to Nero 6, Nero 7, Nero 8, and any other Nero applications implementing parental and regional control functions, to its customers with knowledge of the '920 patent and with the knowledge that these products were especially made or adapted for use in a manner covered by one or more claims of the '920 patent, whereby these products do not have a substantial non-infringing use.

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50. Upon information and belief, infringement of the '920 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

51. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

FIFTH CLAIM

(Patent Infringement of the '383 Patent)

52. The allegations of paragraphs 1-51 are incorporated herein by reference.

53. JVC is the sole owner of United States Patent No. 6,493,383, entitled "METHOD OF REPRODUCTION OF DATA ACCORDING TO BOTH MEDIUM PROTECTION DATA AND APPARATUS PROTECTION DATA" ("the '383 patent"). The '383 patent was duly and legally issued on December 10, 2002 to Takayuki Sugahara, and was assigned to JVC. A copy of the '383 patent is attached to this Complaint as Exhibit E.

54. On December 5, 2011, JVC provided written notice to Arcsoft and Nero of the existence of the '383 patent including offering it an opportunity to license the '383 patent from JVC. Arcsoft and Nero never responded to JVC's offer.

55. Upon information and belief, ArcSoft has been and currently is inducing the direct infringement of the '383 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Arcsoft Decoder Infringing Products, currently limited to TotalMedia Theatre 3, TotalMedia Theatre 5, TotalMedia Extreme 2, Media Pack Ultimate, Media Pack Premium, Video Pack Platinum, Video Suite, and any other ArcSoft applications implementing parental and regional control functions, within the territorial boundaries of the United States, in a

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manner that is covered by one or more claims of the '383 patent, with knowledge of the '383 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '383 patent.

56. Upon information and belief, ArcSoft has been and currently is contributing to the direct infringement of the '383 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Arcsoft Decoder Infringing Products, currently limited to TotalMedia Theatre 3, TotalMedia Theatre 5, TotalMedia Extreme 2, Media Pack Ultimate, Media Pack Premium, Video Pack Platinum, Video Suite, and any other ArcSoft applications implementing parental and regional control functions, to its customers with knowledge of the '383 patent and with the knowledge that these products were especially made or adapted for use in a manner covered by one or more claims of the '383 patent, whereby these products do not have a substantial non-infringing use.

57. Upon information and belief, Nero has been and currently is inducing the direct infringement of the '383 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Nero Decoder Infringing Products, currently limited to Nero 6, Nero 7, Nero 8, and any other Nero applications implementing parental and regional control functions, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '383 patent, with knowledge of the '383 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '383 patent.

58. Upon information and belief, Nero has been and currently is contributing to the direct infringement of the '383 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Nero Decoder Infringing Products, currently limited to Nero 6, Nero 7, Nero 8, and any other Nero applications implementing parental and regional control functions, to its customers with knowledge of the '383 patent and with the knowledge that these products were especially made or adapted for use in a

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manner covered by one or more claims of the '383 patent, whereby these products do not have a substantial non-infringing use.

59. Upon information and belief, infringement of the '383 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

60. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

SIXTH CLAIM

(Patent Infringement of the '329 Patent)

61. The allegations of paragraphs 1-60 are incorporated herein by reference.

62. JVC is the sole owner of United States Patent No. 6,212,329, entitled "METHOD OF PROTECTION OF DATA REPRODUCTION, AND REPRODUCTION APPARATUS PROVIDING PROTECTION OF DATA REPRODUCTION" ("the '329 patent"). The '329 patent was duly and legally issued on April 3, 2001 to Takayuki Sugahara, and was assigned to JVC. A copy of the '329 patent is attached to this Complaint as Exhibit F.

63. On December 5, 2011, JVC provided written notice to Arcsoft and Nero of the existence of the '329 patent including offering it an opportunity to license the '329 patent from JVC. Arcsoft and Nero never responded to JVC's offer.

64. Upon information and belief, ArcSoft has been and currently is directly infringing the '329 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Arcsoft Decoder Infringing Products, currently limited to TotalMedia Theatre 3, TotalMedia Theatre 5, TotalMedia Extreme 2, Media Pack

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Ultimate, Media Pack Premium, Video Pack Platinum, Video Suite, and any other ArcSoft applications implementing parental and regional control functions.

65. Upon information and belief, ArcSoft has been and currently is inducing the direct infringement of the '329 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Arcsoft Decoder Infringing Products, currently limited to TotalMedia Theatre 3, TotalMedia Theatre 5, TotalMedia Extreme 2, Media Pack Ultimate, Media Pack Premium, Video Pack Platinum, Video Suite, and any other ArcSoft applications implementing parental and regional control functions, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '329 patent, with knowledge of the '329 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '329 patent.

66. Upon information and belief, ArcSoft has been and currently is contributing to the direct infringement of the '329 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Arcsoft Decoder Infringing Products, currently limited to TotalMedia Theatre 3, TotalMedia Theatre 5, TotalMedia Extreme 2, Media Pack Ultimate, Media Pack Premium, Video Pack Platinum, Video Suite, and any other ArcSoft applications implementing parental and regional control functions, to its customers with knowledge of the '329 patent and with the knowledge that these products were especially made or adapted for use in a manner covered by one or more claims of the '329 patent, whereby these products do not have a substantial non-infringing use.

67. Upon information and belief, Nero has been and currently is directly infringing the '329 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Nero Decoder Infringing Products, currently limited to Nero 6, Nero 7, Nero 8, and any other Nero applications implementing parental and regional

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control functions.

68. Upon information and belief, Nero has been and currently is inducing the direct infringement of the '329 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Nero Decoder Infringing Products, currently limited to Nero 6, Nero 7, Nero 8, and any other Nero applications implementing parental and regional control functions, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '329 patent, with knowledge of the '329 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '329 patent.

69. Upon information and belief, Nero has been and currently is contributing to the direct infringement of the '329 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Nero Decoder Infringing Products, currently limited to Nero 6, Nero 7, Nero 8, and any other Nero applications implementing parental and regional control functions, to its customers with knowledge of the '329 patent and with the knowledge that these products were especially made or adapted for use in a manner covered by one or more claims of the '329 patent, whereby these products do not have a substantial non-infringing use.

70. Upon information and belief, infringement of the '329 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

71. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

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SEVENTH CLAIM

(Patent Infringement of the '008 Patent)

72. The allegations of paragraphs 1-71 are incorporated herein by reference.

73. JVC is the sole owner of United States Patent No. 5,535,008, entitled "METHOD FOR JUMP-REPRODUCING VIDEO DATA OF MOVING PICTURE CODED WITH HIGH EFFICIENCY" ("the '008 patent"). The '008 patent was duly and legally issued on July 9, 1996 to Toru Yamagishi, Ken Miyazaki and Kentaro Yokouchi, and was assigned to JVC. A copy of the '008 patent is attached to this Complaint as Exhibit G.

74. On December 5, 2011, JVC provided written notice to Arcsoft and Nero of the existence of the '008 patent including offering each an opportunity to license the '008 patent from JVC. Neither Arcsoft nor Nero responded to JVC's offer.

75. Upon information and belief, ArcSoft has been and currently is directly infringing the '008 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Arcsoft Decoder Infringing Products that are covered by one or more claims of the '008 patent.

76. Upon information and belief, ArcSoft has been and currently is inducing the direct infringement of the '008 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Arcsoft Decoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '008 patent, with knowledge of the '008 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '008 patent.

77. Upon information and belief, ArcSoft has been and currently is contributing to the direct infringement of the '008 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Arcsoft Decoder Infringing Products to its

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customers with knowledge of the '008 patent and with the knowledge that the Arcsoft Decoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '008 patent, whereby the Arcsoft Decoder Infringing Products do not have a substantial non-infringing use.

78. Upon information and belief, Nero has been and currently is directly infringing the '008 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Nero Decoder Infringing Products that are covered by one or more claims of the '008 patent.

79. Upon information and belief, Nero has been and currently is inducing the direct infringement of the '008 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Nero Decoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '008 patent, with knowledge of the '008 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '008 patent.

80. Upon information and belief, Nero has been and currently is contributing to the direct infringement of the '008 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Nero Decoder Infringing Products to its customers with knowledge of the '008 patent and with the knowledge that the Nero Decoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '008 patent, whereby the Nero Decoder Infringing Products do not have a substantial non-infringing use.

81. Upon information and belief, infringement of the '008 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble

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damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

82. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

EIGHTH CLAIM

(Patent Infringement of the '115 Patent)

83. The allegations of paragraphs 1-82 are incorporated herein by reference.

84. JVC is the sole owner of United States Patent No. 5,862,115, entitled "METHOD AND APPARATUS FOR RECORDING AN INFORMATION SIGNAL WITH SCRAMBLING THEREOF" ("the '115 patent"). The '115 patent was duly and legally issued on January 19, 1999 to Kazunari Matsui, and was assigned to JVC. A copy of the '115 patent is attached to this Complaint as Exhibit H.

85. On December 5, 2011, JVC provided written notice to Arcsoft and Nero of the existence of the '115 patent including offering each an opportunity to license the '115 patent from JVC. Neither Arcsoft nor Nero responded to JVC's offer.

86. Upon information and belief, ArcSoft has been and currently is directly infringing the '115 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Arcsoft Encoder Infringing Products that are covered by one or more claims of the '115 patent.

87. Upon information and belief, ArcSoft has been and currently is inducing the direct infringement of the '115 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Arcsoft Encoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '115 patent, with knowledge of the '115 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '115 patent.

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88. Upon information and belief, ArcSoft has been and currently is contributing to the direct infringement of the '115 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Arcsoft Encoder Infringing Products to its customers with knowledge of the '115 patent and with the knowledge that the Arcsoft Encoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '115 patent, whereby the Arcsoft Encoder Infringing Products do not have a substantial non-infringing use.

89. Upon information and belief, Nero has been and currently is directly infringing the '115 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Nero Encoder Infringing Products that are covered by one or more claims of the '115 patent.

90. Upon information and belief, Nero has been and currently is inducing the direct infringement of the '115 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Nero Encoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '115 patent, with knowledge of the '115 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '115 patent.

91. Upon information and belief, Nero has been and currently is contributing to the direct infringement of the '115 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Nero Encoder Infringing Products to its customers with knowledge of the '115 patent and with the knowledge that the Nero Encoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '115 patent, whereby the Nero Encoder Infringing Products do not have a substantial non-infringing use.

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92. Upon information and belief, infringement of the '115 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

93. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

NINTH CLAIM

(Patent Infringement of the '750 Patent)

94. The allegations of paragraphs 1-93 are incorporated herein by reference.

95. JVC is the sole owner of United States Patent No. 5,949,750, entitled "METHOD AND APPARATUS FOR RECORDING AN INFORMATION SIGNAL WITH SCRAMBLING THEREOF" ("the '750 patent"). The '750 patent was duly and legally issued on September 7, 1999 to Kazunari Matsui, and was assigned to JVC. A copy of the '750 patent is attached to this Complaint as Exhibit I.

96. On December 5, 2011, JVC provided written notice to Arcsoft and Nero of the existence of the '750 patent including offering each an opportunity to license the '750 patent from JVC. Neither Arcsoft nor Nero responded to JVC's offer.

97. Upon information and belief, ArcSoft has been and currently is directly infringing the '750 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Arcsoft Decoder Infringing Products that are covered by one or more claims of the '750 patent.

98. Upon information and belief, ArcSoft has been and currently is inducing the direct infringement of the '750 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Arcsoft Decoder Infringing

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Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '750 patent, with knowledge of the '750 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '750 patent.

99. Upon information and belief, ArcSoft has been and currently is contributing to the direct infringement of the '750 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Arcsoft Decoder Infringing Products to its customers with knowledge of the '750 patent and with the knowledge that the Arcsoft Decoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '750 patent, whereby the Arcsoft Decoder Infringing Products do not have a substantial non-infringing use.

100. Upon information and belief, Nero has been and currently is directly infringing the '750 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Nero Decoder Infringing Products that are covered by one or more claims of the '750 patent.

101. Upon information and belief, Nero has been and currently is inducing the direct infringement of the '750 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Nero Decoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '750 patent, with knowledge of the '750 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '750 patent.

102. Upon information and belief, Nero has been and currently is contributing to the direct infringement of the '750 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Nero Decoder Infringing Products to its customers with knowledge of the '750 patent and with the knowledge that the Nero Decoder

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Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '750 patent, whereby the Nero Decoder Infringing Products do not have a substantial non-infringing use.

103. Upon information and belief, infringement of the '750 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

104. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

TENTH CLAIM

(Patent Infringement of the '711 Patent)

105. The allegations of paragraphs 1-104 are incorporated herein by reference.

106. JVC is the sole owner of United States Patent No. 6,768,711, entitled "METHOD AND APPARATUS FOR RECORDING AND REPRODUCING INFORMATION ON AND FROM OPTICAL DISC" ("the '711 patent"). The '711 patent was duly and legally issued on July 27, 2004 to Yasuhiro Ueki, and was assigned to JVC. A copy of the '711 patent is attached to this Complaint as Exhibit J.

107. On December 5, 2011, JVC provided written notice to Arcsoft and Nero of the existence of the '711 patent including offering each an opportunity to license the '711 patent from JVC. Neither Arcsoft nor Nero responded to JVC's offer.

108. Upon information and belief, ArcSoft has been and currently is directly infringing the '711 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Arcsoft Encoder Infringing Products that are covered by one or more claims of the '711 patent.

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109. Upon information and belief, ArcSoft has been and currently is inducing the direct infringement of the '711 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Arcsoft Encoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '711 patent, with knowledge of the '711 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '711 patent.

110. Upon information and belief, ArcSoft has been and currently is contributing to the direct infringement of the '711 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Arcsoft Encoder Infringing Products to its customers with knowledge of the '711 patent and with the knowledge that the Arcsoft Encoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '711 patent, whereby the Arcsoft Encoder Infringing Products do not have a substantial non-infringing use.

111. Upon information and belief, Nero has been and currently is directly infringing the '711 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Nero Encoder Infringing Products that are covered by one or more claims of the '711 patent.

112. Upon information and belief, Nero has been and currently is inducing the direct infringement of the '711 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Nero Encoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '711 patent, with knowledge of the '711 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '711 patent.

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113. Upon information and belief, Nero has been and currently is contributing to the direct infringement of the '711 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Nero Encoder Infringing Products to its customers with knowledge of the '711 patent and with the knowledge that the Nero Encoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '711 patent, whereby the Nero Encoder Infringing Products do not have a substantial non-infringing use.

114. Upon information and belief, infringement of the '711 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

115. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

ELEVENTH CLAIM

(Patent Infringement of the '790 Patent)

116. The allegations of paragraphs 1-115 are incorporated herein by reference.

117. JVC is the sole owner of United States Patent No. 7,023,790, entitled "METHOD AND APPARATUS FOR RECORDING AND REPRODUCING INFORMATION ON AND FROM OPTICAL DISC" ("the '790 patent"). The '790 patent was duly and legally issued on April 4, 2006 to Yasuhiro Ueki, and was assigned to JVC. A copy of the '790 patent is attached to this Complaint as Exhibit K.

118. On December 5, 2011, JVC provided written notice to Arcsoft and Nero of the existence of the '790 patent including offering each an opportunity to license the '790 patent from JVC. Neither Arcsoft nor Nero responded to JVC's offer.

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119. Upon information and belief, ArcSoft has been and currently is directly infringing the '790 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Arcsoft Encoder Infringing Products that are covered by one or more claims of the '790 patent.

120. Upon information and belief, ArcSoft has been and currently is inducing the direct infringement of the '790 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Arcsoft Encoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '790 patent, with knowledge of the '790 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '790 patent.

121. Upon information and belief, ArcSoft has been and currently is contributing to the direct infringement of the '790 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Arcsoft Encoder Infringing Products to its customers with knowledge of the '790 patent and with the knowledge that the Arcsoft Encoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '790 patent, whereby the Arcsoft Encoder Infringing Products do not have a substantial non-infringing use.

122. Upon information and belief, Nero has been and currently is directly infringing the '790 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Nero Encoder Infringing Products that are covered by one or more claims of the '790 patent.

123. Upon information and belief, Nero has been and currently is inducing the direct infringement of the '790 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Nero Encoder Infringing Products,

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within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '790 patent, with knowledge of the '790 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '790 patent.

124. Upon information and belief, Nero has been and currently is contributing to the direct infringement of the '790 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Nero Encoder Infringing Products to its customers with knowledge of the '790 patent and with the knowledge that the Nero Encoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '790 patent, whereby the Nero Encoder Infringing Products do not have a substantial non-infringing use.

125. Upon information and belief, infringement of the '790 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

126. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

TWELFTH CLAIM

(Patent Infringement of the '970 Patent)

127. The allegations of paragraphs 1-126 are incorporated herein by reference.

128. JVC is the sole owner of United States Patent No. 7,102,970, entitled "OPTICAL DISK ADAPTABLE TO RECORD AT HIGH DISK SCANNING SPEED, AND RELATED APPARATUS AND METHOD" ("the '970 patent"). The '970 patent was duly and legally issued on September 5, 2006 to Yasuhiro Ueki, and was assigned to JVC. A copy of the '970 patent is attached to this Complaint as

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Exhibit L.

129. On December 5, 2011, JVC provided written notice to Arcsoft and Nero of the existence of the '970 patent including offering each an opportunity to license the '970 patent from JVC. Neither Arcsoft nor Nero responded to JVC's offer.

130. Upon information and belief, ArcSoft has been and currently is directly infringing the '970 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Arcsoft Encoder Infringing Products that are covered by one or more claims of the '970 patent.

131. Upon information and belief, ArcSoft has been and currently is inducing the direct infringement of the '970 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Arcsoft Encoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '970 patent, with knowledge of the '970 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '970 patent.

132. Upon information and belief, ArcSoft has been and currently is contributing to the direct infringement of the '970 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Arcsoft Encoder Infringing Products to its customers with knowledge of the '970 patent and with the knowledge that the Arcsoft Encoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '970 patent, whereby the Arcsoft Encoder Infringing Products do not have a substantial non-infringing use.

133. Upon information and belief, Nero has been and currently is directly infringing the '970 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Nero Encoder Infringing Products that are covered by one or

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more claims of the '970 patent.

134. Upon information and belief, Nero has been and currently is inducing the direct infringement of the '970 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Nero Encoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '970 patent, with knowledge of the '970 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '970 patent.

135. Upon information and belief, Nero has been and currently is contributing to the direct infringement of the '970 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Nero Encoder Infringing Products to its customers with knowledge of the '970 patent and with the knowledge that the Nero Encoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '970 patent, whereby the Nero Encoder Infringing Products do not have a substantial non-infringing use.

136. Upon information and belief, infringement of the '970 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

137. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

THIRTEENTH CLAIM

(Patent Infringement of the '404 Patent)

138. The allegations of paragraphs 1-137 are incorporated herein by reference.

139. JVC is the sole owner of United States Patent No. 6,490,404, entitled

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"INFORMATION RECORDING MEDIUM, AND EDITING APPARATUS AND METHOD THEREFOR" ("the '404 patent"). The '404 patent was duly and legally issued on December 3, 2002 to Toshio Kuroiwa, Junzo Suzuki and Takayuki Sugahara, and was assigned to JVC. A copy of the '404 patent is attached to this Complaint as Exhibit M.

140. On December 5, 2011, JVC provided written notice to Arcsoft and Nero of the existence of the '404 patent including offering each an opportunity to license the '404 patent from JVC. Neither Arcsoft nor Nero responded to JVC's offer.

141. Upon information and belief, ArcSoft has been and currently is directly infringing the '404 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Arcsoft Encoder Infringing Products that are covered by one or more claims of the '404 patent.

142. Upon information and belief, ArcSoft has been and currently is inducing the direct infringement of the '404 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Arcsoft Encoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '404 patent, with knowledge of the '404 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '404 patent.

143. Upon information and belief, ArcSoft has been and currently is contributing to the direct infringement of the '970 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Arcsoft Encoder Infringing Products to its customers with knowledge of the '404 patent and with the knowledge that the Arcsoft Encoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '404 patent, whereby the Arcsoft Encoder Infringing Products do not have a substantial non-infringing use.

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144. Upon information and belief, Nero has been and currently is directly infringing the '404 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Nero Encoder Infringing Products that are covered by one or more claims of the '404 patent.

145. Upon information and belief, Nero has been and currently is inducing the direct infringement of the '404 patent under 35 U.S.C. § 271(b) by, among other things, actively inducing its customers to use the Nero Encoder Infringing Products, within the territorial boundaries of the United States, in a manner that is covered by one or more claims of the '404 patent, with knowledge of the '404 patent and with knowledge that the acts it was causing would be covered by one or more claims of the '404 patent.

146. Upon information and belief, Nero has been and currently is contributing to the direct infringement of the '404 patent under 35 U.S.C. § 271(c) by, among other things, supplying the Nero Encoder Infringing Products to its customers with knowledge of the '404 patent and with the knowledge that the Nero Encoder Infringing Products were especially made or adapted for use in a manner covered by one or more claims of the '404 patent, whereby the Nero Encoder Infringing Products do not have a substantial non-infringing use.

147. Upon information and belief, infringement of the '404 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

148. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

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FOURTEENTH CLAIM

(Patent Infringement of the '149 Patent)

149. The allegations of paragraphs 1-148 are incorporated herein by reference.

150. JVC is the sole owner of United States Patent No. 5,537,149, entitled "DISPLAY DEVICE" ("the '149 patent"). The '149 patent was duly and legally issued on July 16, 1996 to Shinji Teraoka and Yasuhiro Sato, and was assigned to JVC. A copy of the '149 patent is attached to this Complaint as Exhibit N.

151. On December 5, 2011, JVC provided written notice to Nero of the existence of the '149 patent including offering it an opportunity to license the '149 patent from JVC. Nero never responded to JVC's offer.

152. Upon information and belief, Nero has been and currently is directly infringing the '149 patent under 35 U.S.C. § 271(a) by, among other things, making, using, selling, importing, and/or offering for sale, within the territorial boundaries of the United States, the Nero Stretch Reproduction Infringing Products that are covered by one or more claims of the '149 patent.

153. Upon information and belief, infringement of the '149 patent has been and is willful, and will continue unless enjoined by the Court. JVC has suffered, and will continue to suffer, irreparable injury as a result of this willful infringement. Pursuant to 35 U.S.C. § 284, JVC is entitled to damages for infringement and treble damages. Pursuant to 35 U.S.C. § 283, JVC is entitled to a permanent injunction against further infringement.

154. This case is exceptional, and JVC therefore is entitled to attorneys' fees pursuant to 35 U.S.C. §285.

PRAYER FOR RELIEF

1. JVC respectfully requests the following relief:

2. that ArcSoft be adjudged to have directly and/or indirectly infringed the '491, '692, '881, '920, '383, '329, '008, '115, '750, '711, '790, '970, and '404 patents

McKool Smith, P.C. Los Angeles, California

and that Nero be adjudged to have directly and/or indirectly infringed the '491, '692, '881, '920, '383, '329, '008, '115, '750, '711, '790, '970, '404 and '149 patent;

3. that the Court enter a permanent injunction against ArcSoft, and all others in active concert with it, prohibiting them from directly and/or indirectly infringing the '491, '692, '881, '920, '383, '329, '008, '115, '750, '711, '790, '970, and '404 patents and enter a permanent injunction against Nero, and all others in active concert with it, prohibiting them from directly and/or indirectly infringing the '491, '692, '881, '920, '383, '329, '008, '115, '750, '711, '790, '970, '404, and '149 patents;

4. that the Court order an accounting for damages by virtue of ArcSoft's infringement of the '491, '692, '881, '920, '383, '329, '008, '115, '750, '711, '790, '970, and '404 patents, and an accounting for damages by virtue of Nero's infringement of the '491, '692, '881, '920, '383, '329, '008, '115, '750, '711, '790, '970, '404, and '149 patents;

5. that the Court award damages to JVC against ArcSoft and Nero, pursuant to 35 U.S.C. § 284;

6. that the Court treble the damages for willful infringement pursuant to 35 U.S.C. § 284;

7. that the Court award JVC pre-judgment and post-judgment interest and its costs, pursuant to 35 U.S.C. §284;

8. that the Court award JVC attorneys' fees incurred in this action pursuant to 35 U.S.C. § 285; and

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9. that JVC be awarded such other and further relief as this Court deems just and proper.

DATED: April 27, 2012

McKOOL SMITH HENNIGAN, P.C.

By _____
Alan P. Block

Attorneys for Plaintiff
JVC KENWOOD CORPORATION

McKool Smith Hennigan, P.C.
Los Angeles, California

DEMAND FOR A JURY TRIAL

JVC hereby demands a trial by jury as to all issues triable by a jury.

DATED: April 27, 2012

McKOOL SMITH HENNIGAN, P.C.

By _____
Alan P. Block

Attorneys for Plaintiff
JVC KENWOOD CORPORATION

McKOOL SMITH HENNIGAN, P.C.
LOS ANGELES, CALIFORNIA

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Gary A. Feess and the assigned discovery Magistrate Judge is Jacqueline Chooljian.

The case number on all documents filed with the Court should read as follows:

CV12- 3662 GAF (JCx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

==========

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

[X] **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

[ ] **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

[ ] **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Roderick G. Dorman SBN 96908
(rdorman@mckoolsmithhennigan.com)
MCKOOL SMITH HENNIGAN, P.C.
865 South Figueroa Street, Suite 2900
Los Angeles CA 90017
Telephone: (213) 694-1200
Facsimile: (213) 694-11234
Attorneys for Plaintiff JVC KENWOOD CORPORATION

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JVC KENWOOD CORPORATION,

PLAINTIFF(S)

v.

ARCSOFT, INC.; NERO, INC.,

DEFENDANT(S).

CASE NUMBER

CV12-3662 GAF (JCx)

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Roderick G. Dorman, whose address is 865 South Figueroa Street, Suite 2900 Los Angeles, CA 90017. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: APR 27 2012

By: MARILYN DAVIS
Deputy Clerk

SEAL

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)
JVC KENWOOD CORPORATION

DEFENDANTS
ARCSOFT, INC.; NERO, INC.

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
Roderick G. Dorman (SBN 96908)
(rdorman@mckoolsmithhennigan.com)
MCKOOL SMITH HENNIGAN, P.C.
865 South Figueroa Street, Suite 2900, Los Angeles, CA 90017
Telephone: (213) 694-1200; Facsimile: (213) 694-1234

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business in this State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business in Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. ORIGIN (Place an X in one box only.)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No ☐ **MONEY DEMANDED IN COMPLAINT: $** _____

VI. CAUSE OF ACTION (Cite the U. S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
35 U.S.C. Sections 271, 283-285

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES
☐ 400 State Reapportionment
☐ 410 Antitrust
☐ 430 Banks and Banking
☐ 450 Commerce/ICC Rates/etc.
☐ 460 Deportation
☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 480 Consumer Credit
☐ 490 Cable/Sat TV
☐ 810 Selective Service
☐ 850 Securities/Commodities/ Exchange
☐ 875 Customer Challenge 12 USC 3410
☐ 890 Other Statutory Actions
☐ 891 Agricultural Act
☐ 892 Economic Stabilization Act
☐ 893 Environmental Matters
☐ 894 Energy Allocation Act
☐ 895 Freedom of Info. Act
☐ 900 Appeal of Fee Determination Under Equal Access to Justice
☐ 950 Constitutionality of State Statutes

CONTRACT
☐ 110 Insurance
☐ 120 Marine
☐ 130 Miller Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgment
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loan (Excl. Veterans)
☐ 153 Recovery of Overpayment of Veteran's Benefits
☐ 160 Stockholders' Suits
☐ 190 Other Contract
☐ 195 Contract Product Liability
☐ 196 Franchise

REAL PROPERTY
☐ 210 Land Condemnation
☐ 220 Foreclosure
☐ 230 Rent Lease & Ejectment
☐ 240 Torts to Land
☐ 245 Tort Product Liability
☐ 290 All Other Real Property

TORTS PERSONAL INJURY
☐ 310 Airplane
☐ 315 Airplane Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Fed. Employers' Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury
☐ 362 Personal Injury-Med Malpractice
☐ 365 Personal Injury-Product Liability
☐ 368 Asbestos Personal Injury Product Liability

IMMIGRATION
☐ 462 Naturalization Application
☐ 463 Habeas Corpus-Alien Detainee
☐ 465 Other Immigration Actions

TORTS PERSONAL PROPERTY
☐ 370 Other Fraud
☐ 371 Truth in Lending
☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability

BANKRUPTCY
☐ 22 Appeal 28 USC 158
☐ 423 Withdrawal 28 USC 157

CIVIL RIGHTS
☐ 441 Voting
☐ 442 Employment
☐ 443 Housing/Accommodations
☐ 444 Welfare
☐ 445 American with Disabilities – Employment
☐ 446 American with Disabilities – Other
☐ 440 Other Civil Rights

PRISONER PETITIONS
☐ 510 Motions to Vacate Sentence Habeas Corpus
☐ 530 General
☐ 535 Death Penalty
☐ 540 Mandamus/ Other
☐ 550 Civil Rights
☐ 555 Prison Condition

FORFEITURE / PENALTY
☐ 610 Agriculture
☐ 620 Other Food & Drug
☐ 625 Drug Related Seizure of Property 21 USC 881
☐ 630 Liquor Laws
☐ 640 R.R.& Truck
☐ 650 Airline Regs
☐ 660 Occupational Safety /Health
☐ 690 Other

LABOR
☐ 710 Fair Labor Standards Act
☐ 720 Labor/Mgmt. Relations
☐ 730 Labor/Mgmt. Reporting & Disclosure Act
☐ 740 Railway Labor Act
☐ 790 Other Labor Litigation
☐ 791 Empl. Ret. Inc. Security Act

PROPERTY RIGHTS
☐ 820 Copyrights
☒ 830 Patent
☐ 840 Trademark

SOCIAL SECURITY
☐ 61 HIA(1395ff)
☐ 862 Black Lung (923)
☐ 863 DIWC/DIWW 405(g))
☐ 864 SSID Title XVI
☐ 865 RSI (405(g))

FEDERAL TAX SUITS
☐ 870 Taxes (U.S. Plaintiff or Defendant)
☐ 871 IRS-Third Party 26 USC 7609

CV12-3662

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed inthis court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)
☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	JAPAN

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
NERO, INC. - Los Angeles County	ARCSOFT, INC. - Alameda County

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

*** Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties**
Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ **Date** 4/27/12

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3 -1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

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