

No. 2025-2015

**United States Court of Appeals
for the Federal Circuit**

ROKU, INC.,
Plaintiff-Appellant,

v.

**ACCESS ADVANCE LLC, DOLBY LABORATORIES,
INC. (DELAWARE), DOLBY LABORATORIES, INC.
(CALIFORNIA), DOLBY INTERNATIONAL AB,
DOLBY LABORATORIES LICENSING
CORPORATION, DOLBY VIDEO COMPRESSION,
LLC, SUN PATENT TRUST.**
Defendants-Appellees.

Appeal from the United States District Court for the District of Massachusetts in
No. 1:24-cv-13217-RGS, Judge Richard G. Stearns

NONCONFIDENTIAL BRIEF OF APPELLANT

Matthew J. Rizzolo
ROPES & GRAY LLP
2099 Pennsylvania Avenue, NW
Washington, DC 20006-6807
Phone: (202) 508-4600

*Counsel for Plaintiff-Appellant
Roku, Inc.*

FORM 9. Certificate of Interest

Form 9 (p. 1)
March 2023

**UNITED STATES COURT OF APPEALS
FOR THE FEDERAL CIRCUIT**

CERTIFICATE OF INTEREST

Case Number 25-2015

Short Case Caption Roku, Inc. v. Access Advance LLC

Filing Party/Entity Roku, Inc.

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1. Represented Entities. Fed. Cir. R. 47.4(a)(1).	2. Real Party in Interest. Fed. Cir. R. 47.4(a)(2).	3. Parent Corporations and Stockholders. Fed. Cir. R. 47.4(a)(3).
Provide the full names of all entities represented by undersigned counsel in this case.	Provide the full names of all real parties in interest for the entities. Do not list the real parties if they are the same as the entities. ☒ None/Not Applicable	Provide the full names of all parent corporations for the entities and all publicly held companies that own 10% or more stock in the entities. ☒ None/Not Applicable
Roku, Inc.		

☐ Additional pages attached

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4. Legal Representatives. List all law firms, partners, and associates that (a) appeared for the entities in the originating court or agency or (b) are expected to appear in this court for the entities. Do not include those who have already entered an appearance in this court. Fed. Cir. R. 47.4(a)(4).

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Amanda L. Pine, Ropes & Gray LLP	William T. Davison, Ropes & Gray LLP	S. Lara Ameri, Ropes & Gray LLP

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☒ None/Not Applicable☐ Additional pages attached

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CONFIDENTIAL MATERIAL OMITTED

The material omitted from this brief reflects information Appellees produced as confidential pursuant the default protective order in the district court and/or material that the parties filed under seal pursuant to that protective order. Appellant understands this material to reflect confidential and sensitive information about Appellees’ businesses that may not otherwise be public and which falls within the following categories:

- Pages 2, 8, 9, 20, 29, 30, 42, 43 – sensitive financial and business information pertaining to the ownership of Access Advance.
- Pages 2, 5, 8-10, 15-19, 21, 22, 24, 25, 29, 30, 41, 46, 47, 55, 57-59 – information concerning Appellees’ confidential business decision-making.

- Pages 3, 22, 46, 47 – confidential information covered by a Non-Disclosure Agreement between Roku and Dolby.
- Pages 5-10, 12, 14-19, 22-25, 30, 42-45, 53-59, 61 – sensitive financial information regarding Appellees' businesses.

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STATEMENT WITH RESPECT TO ORAL ARGUMENT

Pursuant to Federal Rule of Appellate Procedure 34(a), Appellant Roku Inc. respectfully requests oral argument in this matter. This matter meets the standards of Rule 34(a)(2) for oral argument, and Roku Inc. believes that oral argument would significantly aid the Court's decisional process.

STATEMENT OF RELATED CASES

Per Rule 47.5, Plaintiff-Appellant Roku Inc. states that no other appeal in or from the same civil action or proceeding in the originating tribunal was previously before this or any other appellate court. The title and number of any case known to counsel to be pending in this or any other tribunal that will directly affect or be directly affected by this Court's decision in the pending appeal is: *Roku Inc. v. Access Advance LLC, Dolby Laboratories, Inc. (Delaware), Dolby Laboratories, Inc. (California), Dolby International AB, Dolby Laboratories Licensing Corporation, Dolby Video Compression, LLC f/k/a GE Video Compression, LLC, and Sun Patent Trust*, No. 1:24-cv-13217-RGS (D. Mass. Aug. 11, 2025).

STATEMENT OF JURISDICTION

This action arises under the patent laws of the United States, 35 U.S.C. § 1 et seq., and the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202. The district court had subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a). The district court issued a final judgment in the action on July 22, 2025, which Roku Inc. timely appealed on August 11, 2025. This Court has jurisdiction under 28 U.S.C. § 1295(a)(1).

STATEMENT OF THE ISSUES

1. Did the district court err in concluding that it cannot exercise specific personal jurisdiction over Dolby where Dolby (a) directed its licensing/enforcement enterprise through a Massachusetts-based entity—Access Advance—and using Dolby’s Massachusetts-based personnel, (b) created and [REDACTED] owner of Access Advance, and (c) voted on, shaped, and funded licensing and [REDACTED] policies of a patent pool based out of and administered by Access Advance from Massachusetts, and where (d) Roku’s lawsuit pertains to Dolby and Access Advance’s campaign to elicit supra-FRAND rates from Roku to such patent pool and Dolby’s patents?

2. Did the district court err in concluding that it cannot exercise specific personal jurisdiction over SPT where SPT (a) directed its licensing/enforcement enterprise through a Massachusetts-based entity—Access Advance, (b) voted on, shaped, and funded licensing [REDACTED] of a patent pool based out of and administered by Access Advance from Massachusetts, and where (c) Roku’s lawsuit pertains to SPT and Access Advance’s campaign to elicit supra-FRAND rates from Roku to such patent pool and SPT’s patents?

3. Did the district court improperly opine on Roku’s declaratory judgment FRAND claim against Access Advance when it lacked subject matter jurisdiction to do so?

INTRODUCTION

This appeal challenges the district court’s summary dismissal of all claims in Roku Inc.’s (“Roku”) lawsuit against Access Advance LLC (“Access Advance”), Dolby Laboratories, Inc. (Delaware), Dolby Laboratories, Inc. (California), Dolby International AB, Dolby Laboratories Licensing Corporation, Dolby Video Compression, LLC f/k/a GE Video Compression, LLC (collectively, “Dolby”) and Sun Patent Trust (“SPT”), in which the district court made a straightforward jurisdictional error.

Roku filed suit in the District of Massachusetts against Access Advance, Dolby, and SPT after Dolby and SPT used Access Advance’s Massachusetts-based licensing enterprise to set patent pool terms, [REDACTED], and coordinated foreign litigation with Access Advance to coerce acceptance of a license that does not comply with fair, reasonable, and non-discriminatory (“FRAND”) licensing commitments. Yet the district court dismissed the sole federal question claims in the case—asserted against non-residents Dolby and SPT—determining lack of personal jurisdiction over those entities in Massachusetts. The court dismissed all other state law claims. The district court’s dismissals, effected in two conclusory and cursory text-only orders, took an exceedingly narrow and incorrect view of personal jurisdiction, collapsing the inquiry into an alter-ego/veil-piercing analysis and disregarded the independent

jurisdictional bases flowing from Dolby's and SPT's own Massachusetts-directed transactions and conduct.

In doing so, the district court erred. A court may exercise specific personal jurisdiction if (1) the "forum state's long-arm statute permits service of process," *New World Int'l, Inc. v. Ford Glob. Techs., LLC*, 859 F.3d 1032, 1037 (Fed. Cir. 2017) and (2) the assertion of personal jurisdiction does not "violate[] due process," *Xilinx, Inc. v. Papst Licensing GmbH & Co. KG*, 848 F.3d 1346, 1352 (Fed. Cir. 2017). A plaintiff satisfies the relevant Massachusetts long-arm statute by pleading (1) that a defendant has "transacted business in Massachusetts," and (2) the plaintiff's claims "arise[] from the defendant's transaction of such business." *Solta Med., Inc. v. Lumenis, Inc.*, 454 F. Supp. 3d 107, 112 (D. Mass. 2020). Under Federal Circuit law, a plaintiff satisfies the constitutional due process requirements by pleading (1) "the defendant 'purposefully directed' its activities at residents of the forum" (2) "the claim 'arises out of or relates to' the defendant's activities with the forum" and (3) "assertion of personal jurisdiction is 'reasonable and fair.'" *Xilinx, Inc.*, 848 F.3d at 1353 (citation omitted).

Here, Roku's federal question claims against Dolby and SPT, seeking declaratory judgment of non-infringement of U.S. patents respectively owned by Dolby and SPT, arise *directly* from or relate to a Massachusetts-centric scheme to pressure Roku into accepting a pool license proffered by Access Advance that does

not comply with Dolby and SPT's FRAND licensing commitments. As successors-in-interest to participants in the HEVC standardization process, Dolby and SPT are obligated to offer Roku licenses on FRAND terms to their portfolios of allegedly standards essential patents ("SEPs"). But instead of negotiating in good faith with Roku on bilateral bases, Dolby and SPT have attempted to force Roku to license their portfolios through Access Advance's pool because both receive disproportionate benefits from that pool licensing arrangement. Dolby and SPT have coordinated a litigation campaign with Access Advance, seeking injunctions through foreign jurisdictions to impose unreasonable licensing terms onto Roku, even though all parties are based in the U.S. and the vast majority of Roku's sales are based in the U.S.

As further explained below, both Dolby and SPT are licensors of the HEVC Advance patent pool administered by the Massachusetts-based Access Advance. As licensors, Dolby and SPT pay [REDACTED] fees to Access Advance. Those fees fund Access Advance's Massachusetts operations and Massachusetts contacts with Dolby and SPT. Dolby and SPT participate in Access Advance's Administrative Committee (AdCom) and vote on licensing rates and [REDACTED]. In return from Access Advance, Dolby and SPT receive licensing royalties that are [REDACTED]. Moreover, Dolby is also a founding member of Access Advance, and [REDACTED].

accordingly contributed [REDACTED] to establish Access Advance's operations in Massachusetts. [REDACTED]

[REDACTED]

[REDACTED].

Exercising specific personal jurisdiction over Dolby and SPT in view of these Massachusetts-based contacts and activities comport with Massachusetts' long-arm statute and do not violate due process. On *de novo* review, the dismissal of Roku's claims against Dolby and SPT should be reversed and remand for adjudication on the merits.

STATEMENT OF THE CASE

I. Overview

In 2015, Dolby founded Massachusetts-based Access Advance (originally known as HEVC Advance) to lead the development, administration and management of a patent pool for licensing patents allegedly essential to the high-efficiency video coding (HEVC) standard, also known as H.265. Dolby then contributed its portfolio of HEVC-essential patents to the pool, designating Access Advance to license its portfolio. In 2021, SPT joined the same patent pool as a licensor, also designating Access Advance to license its portfolio of HEVC SEPs. Over the course of several years, both Dolby and SPT were intimately involved

with, paid for, and benefited from Access Advance’s licensing of their patents from Massachusetts.

In the meantime, Access Advance had set its sights on Roku, demanding that Roku take a pool license. When Roku resisted—in part on the grounds that the royalty rates demanded by Access Advance did not comply with its own promises and its members’ (including Dolby and SPT) commitments to offer licenses on FRAND terms—Dolby and SPT coordinated with Access Advance to file patent infringement lawsuits against Roku in Europe seeking injunctive relief, [REDACTED]
[REDACTED]
[REDACTED].

Under both Massachusetts’ long-arm statute and constitutional due process, these facts—and those explained in more detail below—establish specific personal jurisdiction. Having specifically chosen to license their patents through a Massachusetts-based patent pool that they oversee and use to coordinate litigation, and having received substantial revenues and other benefits over many years, Dolby and SPT cannot shield themselves from the jurisdiction of Massachusetts courts for claims directly relating to that conduct. The Massachusetts long-arm statute provides jurisdiction over defendants who “act[] directly or by an agent” in “transacting any business” in the Commonwealth of Massachusetts as to claims

“arising from” those acts. Mass. Gen. Laws ch. 223A, § 3(a). Dolby and SPT purposefully availed themselves of Massachusetts in exactly that fashion.

Dolby co-founded [REDACTED]

Access Advance, which has its headquarters—and only office—in Boston. Dolby appointed Access Advance as its licensing administrator for the HEVC Advance pool, directing it to solicit licensees, negotiate terms, collect royalties, and coordinate enforcement of its thousands of patent claims in the pool. Dolby staffed Massachusetts-based personnel to handle work pertaining to the pool, including personnel who repeatedly met with and directed Access Advance’s Massachusetts-based executives, voted on licensing rates and [REDACTED] at Founding Member meetings and Administrative Committee (AdCom) meetings, paid [REDACTED] in administrator fees that fund Access Advance’s Massachusetts operations, engaged Massachusetts law firms to evaluate thousands of Dolby patent claims for potential inclusion in the HEVC Advance pool, and contributed capital to fund the formation and operations of Access Advance. Dolby has received substantial royalties as a licensor and separately as a founding member, and has also received founding member distributions through Access Advance’s Massachusetts-based operations—well over [REDACTED] in recent years—all as part of the same enterprise now at issue. [REDACTED]

[REDACTED]

[REDACTED]

SPT's transaction of business in Massachusetts and purposeful availment of the Commonwealth of Massachusetts is similarly evident. Since joining the HEVC Advance pool in 2021, SPT has likewise appointed Access Advance to be its licensing administrator, held regular meetings with Massachusetts-based Access Advance leadership, and attended every multi-day AdCom meeting since joining the pool. SPT paid nearly [REDACTED] in license-administrator fees into Massachusetts, received over [REDACTED] in royalties out of Massachusetts, and used Boston-based firms to evaluate more than 1,500 SPT patent claims for pool inclusion, including claims tied to patents asserted abroad. SPT also voted on Massachusetts-centered pool operations, licensing, and [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Roku's claims arise from and out of, and relate to these Massachusetts-directed activities. In the lawsuit below, Roku challenged Dolby's and SPT's use of Access Advance's Massachusetts platform to set and demand supra-FRAND pool terms, coordinate negotiations, and deploy litigation leverage—conduct planned, approved, and financed through Massachusetts governance, personnel,

and coffers. The same Massachusetts nexus [REDACTED]

[REDACTED] that Dolby and SPT filed in coordination with Access Advance to seek injunctions to force Roku into a Massachusetts-administered Access Advance pool license.

Under the Massachusetts long-arm statute’s “but-for” test and the due process clause’s relatedness standard, these facts more than suffice to show personal jurisdiction. Having engaged in a voluntary, lucrative, and sustained business arrangement with Access Advance—with Massachusetts as the epicenter of the enterprise—that led to the underlying lawsuit from Roku, Dolby and SPT cannot seriously contend that personal jurisdiction in Massachusetts is lacking.

II. Factual Background

A. Roku

Roku is a leading technology company that sells products all over the United States, including Massachusetts. Appx27 at ¶ 39; Appx355. Roku is a prominent manufacturer and distributor of video streaming devices and smart TVs, deriving the vast majority of its revenue from the United States. Appx355. Roku’s products implement the HEVC standard, a widely adopted video compression technology, to ensure compliance with industry standards and to facilitate interoperability. Appx17 at ¶ 2; Appx27-Appx30 at ¶¶39, 46-47, 51. Roku has consistently sought to obtain licenses to SEPs on FRAND terms. Appx16-Appx17 at ¶ 1, Appx27 at

¶39, Appx31 at ¶53. Roku has a longstanding license to a substantial portion of HEVC SEPs through the MPEG LA patent pool, which also covers a substantial portion of Access Advance’s pool. Appx30-Appx32 ¶¶51-54. Roku has also initiated and engaged in extensive negotiations with various patent holders and licensing entities, including Access Advance, Dolby, and SPT, to secure additional necessary licenses. Appx30-Appx46 at ¶¶ 51-54, 58-103.

B. Access Advance and the HEVC Advance Patent Pool

Access Advance is a Delaware limited liability company with its principal place of business—and only office—at 100 Cambridge Street, Boston, Massachusetts.¹ Appx22 ¶ 17; Appx793; Appx835 at 9:21-10:1. Formed in 2014 by Dolby and other founding members, Access Advance serves as a licensing administrator of the HEVC Advance patent pool (the “HEVC Pool”)—a pool comprised of thousands of SEPs purportedly necessary to implement the HEVC standard. Appx19 ¶ 7; Appx32 ¶55; Appx793; Appx816 at 36:8-24; Appx867. As a licensing administrator, Access Advance is responsible for negotiating and administering license agreements on behalf of its licensors—including two of its biggest licensors, Dolby and SPT— and collecting royalties from implementers that have taken a license to the HEVC Pool. Appx19 ¶ 7; Appx32 ¶55; Appx793;

¹ There is no dispute that that personal jurisdiction is appropriate in Massachusetts over Access Advance.

Appx795; Appx816 at 36:8-24; Appx821 at 65:6-23; Appx842-Appx843 at 37:3-8, 41:3-42:8; Appx845 at 51:21-52:7, 52:19-22; Appx862 at 29:23-30:1; Appx1054-Appx1058 § 3. In return for these services, licensors to the HEVC Pool pay license administrator fees, which fund Access Advance’s Massachusetts-based operations, such as the lease for its Boston office and its employees’ salaries, many of whom are key personnel that live and/or work in Massachusetts. Appx793; Appx835 at 9:21-11:7; Appx 840 at 30:17-31:2, 31:10-15, 32:2-15; Appx849 at 69:2-7; Appx857 at 121:5-16; Appx1059 at 6.1. Although Access Advance now also serves as the licensing administrator of other smaller pools, the HEVC Pool accounts for [REDACTED]. Appx793; Appx845 at 49:22-50:12. Licensors participate in Access Advance’s Administrative Committee (“AdCom”), which plays a key role in the management and operation of the HEVC Pool—for example, members may vote to change royalty rates, license scope, and key license terms, or even remove Access Advance as the pool administrator. Appx796-Appx797; Appx1021-Appx1023; Appx1032-Appx1033; Appx1037-Appx1042; Appx845 at 50:24-51:2; Appx863 at 51:2-7; Appx1109 at 7.1.1; *see generally* Appx1134-Appx1166, Appx1170-Appx1172.

Access Advance’s specific role, rights, and obligations as licensing administrator—and, in turn, the role, rights, and obligations of pool licensors like

Dolby and SPT—are laid out in detail in multiple agreements between Access Advance and each licensor, including the HEVC Advance Licensing Administrator Agreement Regarding the HEVC Standard (the “LAA”) and the Agreement Among Licensors and Licensing Administrator Regarding the HEVC Standard (the “AAL”). Appx1049-Appx1130.² Pursuant to these agreements, Access Advance’s role, rights, and obligations, and those of the HEVC Pool licensors, include the following:

- Access Advance is obligated to identify and solicit entities that are implementing or potentially implementing the HEVC Standard (i.e., potential licensees), including by “continuous monitoring of key segments of the industries utilizing video compression” and attending industry events to educate potential licensees about the HEVC Pool and Access Advance’s ability to grant a license. Appx1054-Appx1055 at § 3.1; Appx1088-Appx1089 at §2.1. Pursuant to this obligation, Access Advance identified Roku as a potential licensee. See, e.g., Appx1143, Appx1172; Appx851 at 78:20-79:2.

² Citations to Appx1049-1072 are coextensive with Appx1073-1078 and Appx479-Appx504 (LAAs) and citations to Appx1079-1119 are coextensive with Appx1120-1130 and Appx550-Appx611 (AALs) as the relevant provisions are the same in all material aspects between the LAAs and the AALs.

- Access Advance is given “general authority” to grant licenses to the HEVC Pool. Appx1055 at §3.2.1. However, unless it receives written consent of the AdCom to grant a license on different terms, Access Advance is only permitted to grant licenses according to the terms set out in the AAL. Appx1055 at § 3.2.4.
- Access Advance has “sole authority” to assure that pool licensees are materially complying with the terms and conditions of their HEVC Licenses, to conduct audits of licensees, to enforce the HEVC Licenses, and to coordinate and settle actions to enforce an HEVC License against a licensee in the event of a breach. Appx1056 at §3.3; Appx1058 at § 3.15, § 3.16; Appx1099 at § 4.2, § 4.3. [REDACTED]
[REDACTED]
[REDACTED]. Appx1056 at § 3.3; Appx1099 at § 4.2; Appx1100-Appx1101 at §6.1.3.
- Access Advance is obligated to provide licensors with reports summarizing its efforts to license and coordinate enforcement of the HEVC pool at each AdCom meeting. Appx1057 at §3.10. Access Advance is further required to prepare and present a business plan to the AdCom annually, which must include a list of entities “being targeted for entry into a HEVC License” and a list of entities with whom Access Advance is currently negotiating an

HEVC license. Appx1057 at § 3.12. Access Advance's presentations not only provided updates on negotiation and licensing efforts, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Appx1160; Appx1163;

Appx1156. Roku was regularly discussed in Access Advance's presentations at meetings attended by Dolby and SPT. *See generally* Appx1134-

Appx1166; Appx1170-Appx1172; Appx1022-Appx1023; Appx1033.

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Appx1096 at § 4.1; Appx851 at 78:7-19;
see also Appx1096-Appx1099 at §§ 4.1-4.1.4.4; Appx819-Appx820 at 52:20-53:8. [REDACTED]. Appx1096 at §4.1. [REDACTED]

[REDACTED] Appx1097 at §4.1.1. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Appx1097 at § 4.1.1. [REDACTED]

[REDACTED]

[REDACTED]. *Id.* [REDACTED]

[REDACTED]

Appx1097 at 4.1.4. [REDACTED]

[REDACTED]

[REDACTED] Appx1096 at § 4.1. [REDACTED]

[REDACTED]

[REDACTED]. Appx847

at 62:2-16; Appx820 at 55:2-10. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

Appx846-Appx847 at 60:7-14, 60:23-61:3; Appx851 at 77:22-78:6;

Appx819-Appx820 at 52:20-53:8; *see, e.g.*, Appx1145; Appx1152;

Appx1156; Appx1163.

- Access Advance is required to engage law firms to conduct essentiality evaluations of patents that licensors wish to include in the HEVC Pool. Appx1090-Appx1091 at 2.4. Since 2021, all evaluations have been conducted by one of two Massachusetts-based law firms, Mintz, Levin,

Cohn, Ferris, Glovsky and Popeo, P.C. (“Mintz”) or Wolf, Greenfield & Sacks, P.C. (“Wolf Greenfield”). Appx850 at 75:6-11. Each evaluation costs the licensor [REDACTED]. Appx796; Appx850-Appx851 at 76:14-77:4; Appx1132-Appx1133 [REDACTED]; Appx865 at 61:4-10, 64:13-16; Appx830 at 141:5-13. Licensors pay Access Advance, who remits payment to the law firms. Appx850-Appx851 at 76:14-77:4; Appx1090-Appx1091 at § 2.4.1. These evaluations sometimes require licensors to meet with the evaluating firm or submit additional information. Appx865 at 61:10-22. If the firm determines the licensor’s claim is non-essential, the licensor has the option to initiate further discussions with the firm and pay for subsequent evaluations. Appx865 at 63:4-10. Patents cannot be included in the HEVC Pool without an essentiality determination by one of the two engaged Massachusetts firms. Appx850 at 75:6-11.

- Licensors, for their part, are obligated to enable Access Advance to carry out its responsibilities as licensing administrator, including “by attending and participating in good faith in all votes and meetings of the [AdCom]” and by paying Access Advance administrator fees. Appx1058-Appx1059 at § 4.1, §6.1; Appx1096 at § 3.2.
- Licensors vote on various aspects of the HEVC Pool, including the royalty rates, terms of the license granted, [REDACTED]

[REDACTED]. Appx1109 at 7.1.1; Appx1112 at §§ 7.3, 7.3.1;

Appx819 at 49:19-50:3; Appx831 at 158:11-16; Appx853 at 89:5-20.

Likewise, members of the AdCom are required to approve any form of the HEVC License, as well as any amendments or revisions thereto. Appx1111 at §7.2; Appx1055 at § 3.2.4.

- Licensors further have the right to [REDACTED]

[REDACTED] Appx1065 at 10.2; Appx1096 at 3.3; Appx817 at 43:2-5.

Pursuant to these terms of the AAL and LAA, Access Advance targeted Roku as a potential licensee, solicited Roku to take an HEVC License, repeatedly updated the AdCom (including Dolby and SPT) about Roku and the status of negotiations for an HEVC License—particularly noting that Roku had concerns about duplicate royalties given its MPEG LA license, [REDACTED]

[REDACTED] Appx1134-Appx1166, Appx1170-Appx1172. [REDACTED]

[REDACTED]

[REDACTED] Appx1141, Appx1143; Appx1172.

[REDACTED]

[REDACTED]

[REDACTED] Appx1144-

Appx1145. In October 2022, Access Advance again explained to licensors that

Roku, one of the “largest manufacturers in the streaming device market,” was still unlicensed due to concerns about “[d]uplicate royalites, as well as rates and caps.”

Appx1151. [REDACTED]

[REDACTED] Appx1152; Appx819-

Appx820 at 52:20-53:8. [REDACTED]

[REDACTED] Appx1156. [REDACTED]

[REDACTED]. Appx1162, Appx1165-Appx1166.

[REDACTED]. Appx1163. Dolby and SPT were

in attendance at every one of these meetings. Appx1022-Appx1023; Appx1033.

Shortly thereafter, Dolby and SPT filed patent infringement lawsuits against Roku

in the UPC, both of which [REDACTED] and

were announced in an Access Advance press release. Appx846-Appx847 at 60:7-

14, 60:23-61:3; Appx1167-Appx1169.

C. Dolby

Dolby is a global technology company with multiple corporate entities, including Delaware and California corporations, and subsidiaries in Europe.³ Appx22 ¶¶ 18-22. Dolby is a founding member of Access Advance. Appx709. As a founding member, Dolby contributed significant capital towards the start-up and formation of Access Advance. Appx815 at 32:14-23; Appx717-Appx718 at 6.2. Dolby is also Access Advance's [REDACTED]. Appx843-Appx844 at 43:8-44:3, 45:1-18; Appx1025. [REDACTED] [REDACTED]. Appx1025; Appx843-Appx844 at 43:8-44:3, 45:1-18. Founding members “have full, exclusive and complete discretion in the management and control of the affairs” of Access Advance, support it, and participate in its licensing programs. Appx714-Appx715; Appx815 at 32:14-23; Appx848 at 68:15-17. They get voting stakes in Access Advance, attend “Member Meetings” with Access Advance and other founding members, and receive distributions and sponsor royalties. Appx815 at 32:14-23; Appx848 at 68:15-17; Appx1022-Appx1023; Appx719-Appx720; Appx723-Appx724. [REDACTED] [REDACTED]. Appx844 at 47:15-48:14;

³ Because Dolby has not made arguments unique to any one of the Dolby entities named as Defendants-Appellees, Roku refers to Dolby collectively here.

Appx1026. With its voting power, Dolby votes on “the governance” and “operation of” Access Advance, such as “rais[ing] capital,” “enter[ing] new businesses,” and determining CEO compensation. Appx831 at 158:21-159:2; Appx837-Appx838 at 20:24-21:1-8. Dolby has attended at least a dozen Member Meetings since January 2020. Appx1022-Appx1023. Dolby has largely deferred the licensing of its HEVC SEP portfolio to Access Advance, having executed [REDACTED] [REDACTED]. Appx42 at ¶ 87, Appx44-Appx45 at ¶ 99.

In addition to being a founding member of Access Advance, Dolby also licenses thousands of patents through the HEVC Pool, making it one of the pool’s largest licensors. Appx878-Appx968; Appx845 at 51:21-52:7, 52:19-22. As a licensor and AdCom participant, Dolby is actively involved in HEVC Pool operations and has the right to vote on pool issues, including royalty rates, license terms, and [REDACTED], as discussed above. Appx817 at 43:2-5; Appx819 at 49:19-50:3; Appx831 at 158:11-16; Appx853 at 89:5-20.

[REDACTED]
[REDACTED]. Appx845 at 51:21-52:7, 52:19-22. Dolby is also required to pay Massachusetts law firms to evaluate Dolby’s patents for inclusion in the HEVC Pool. Appx850-Appx851 at 76:14-77:4. As a licensor and AdCom participant, Dolby consistently attends multi-day biannual AdCom meetings (fifteen between January 2020 and May 2025) during which Access

Advance provides detailed reports and presentations on licensing and enforcement activities—many of which expressly discussed Roku as a target licensee [REDACTED]

[REDACTED], as discussed above. Appx1022-Appx1023; Appx1037-Appx1041;

Appx845 at 50:24-51:2. Despite being informed by Access Advance of Roku's concerns with taking a pool license, [REDACTED]

[REDACTED]. Appx20-Appx21 at ¶¶ 11-13;

Appx37-Appx43 at ¶¶ 69-90; Appx44-Appx45 at ¶¶ 95-99. [REDACTED]

[REDACTED] Dolby initiated litigation against Roku, using the same counsel deployed in previous campaigns coordinated with Access Advance and seeking injunctive relief in the UPC in Europe. [REDACTED]

[REDACTED]. Appx846-Appx847 at 60:7-14.

In its capacity as both a licensor of the HEVC pool and a founding member of Access Advance itself, Dolby has communicated with Access Advance hundreds of times over the last five years, including with Peter Moller (CEO), Mike Toomey (Director of Finance), Stephen Kohen (Chief Patent Counsel), Scott Witonsky (Chief Litigation Counsel), John Pint (Senior Vice President), and Dylan Zhou (Senior Vice President), all of whom live and/or work in Massachusetts. Appx794; Appx814 at 14:7-13; Appx827-Appx829 at 116:16-117:9, 117:12-19,

118:1-2, 121:4-10, 121:19-21; Appx840-Appx841 at 30:22-31:5, 31:10-15, 32:2-15, 32:22-34:3; Appx1044-Appx1046; Appx987-Appx1012 (listing hundreds of “common interest” communications between Dolby and Access Advance); Appx983-Appx986 (same). From 2020-2025, Dolby employees attended at least 21 Member Meetings and AdCom Meetings, which were attended by Massachusetts-based Access Advance employees and spanned approximately 46 days. Appx1022-Appx1023. One of the primary Dolby employees responsible for Access Advance work is Hasan Rashid—*who lives and works in Massachusetts*, attends Access Advance’s Member and AdCom Meetings as a Dolby representative, and regularly interfaces with the pool regarding Dolby’s interests. Appx836-Appx837 at 16:24-17:4, 17:8-11; Appx814 at 14:22-15:4, 15:17-16:2. Massachusetts-based Dolby employee Evan DeLeo also works on Access Advance pool matters. Appx822 at 78:15-79:15.

As an Access Advance founding member and a licensor of the HEVC Pool, Dolby receives [REDACTED]

[REDACTED]

[REDACTED]

Appx816 at 33:9-12; Appx848-Appx849 at 68:10-20, 71:15-72:15; Appx969-Appx976; Appx1047-Appx1048. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Appx969-Appx976; Appx1047-Appx1048; Appx795-Appx796.

D. SPT

SPT is a Delaware statutory trust with its principal place of business in New York. Appx22 ¶ 23. SPT is a significant licensor in the HEVC Advance pool, having contributed thousands of SEP claims to Access Advance’s patent pool, all of which (including the patents-in-suit) were evaluated for essentiality by Massachusetts law firms. Appx862 at 29:23-30:1; Appx878-Appx968 (identifying “Mintz” or “Wolf” for all SPT patents). As discussed above, as a licensor and AdCom participant like Dolby, SPT delegated licensing authority to Access Advance but remains closely involved in the operations of the HEVC Pool, including by voting on royalty rates, license terms, and [REDACTED]. Appx863 at 51:2-7. SPT has effectively deferred the licensing of its HEVC SEP portfolio to Access Advance. Appx862 at 30:3-13.

As a licensor, SPT regularly and continuously corresponds with Access Advance and its Massachusetts-based personnel. SPT has had approximately ten meetings per year with Access Advance, communicated with Access Advance dozens of times—including with its Massachusetts-based CEO and Director of Finance—and attended all seven biannual licensor AdCom meetings hosted by

Access Advance. Appx861 at 15:16-20, 16:19-24; Appx840-Appx841 at 30:22-31:5, 33:9-17, 34:7-8; Appx1033; *see also* Appx1013-Appx1014 (listing “common interest” communications between SPT and Access Advance); Appx1015-Appx1018 (same).

Between August 2021 and 2024, SPT received [REDACTED] royalties from Access Advance’s efforts to license and coordinate enforcement of SPT’s patents. Appx977-Appx982. In return for monetizing its patents, SPT pays Access Advance [REDACTED] [REDACTED], which help fund Access Advance’s Massachusetts operations. Appx849 at 69:2-7; Appx857 at 121:5-16; Appx977-Appx982.

As discussed above, SPT, like Dolby, has initiated patent infringement actions against Roku in the UPC [REDACTED], seeking injunctive relief in Europe as a means to pressure Roku into accepting pool licenses on terms dictated by Access Advance and its licensors. *See generally* Appx16-Appx73. Despite having an obligation to offer Roku a license to its patents on FRAND terms, SPT never bothered to offer Roku a license—or contact Roku at all—before it filed its UPC lawsuit. Appx45 ¶ 100; Appx862 at 29:18-30:16. Once SPT filed its UPC action, Roku contacted SPT in the hopes of

initiating good faith bilateral license negotiations, which SPT initially rebuked.

Appx45-Appx46 ¶¶ 100-103.

III. Procedural History

On December 31, 2024, Roku sued Defendants-Appellees in the District of Massachusetts, seeking declarations of noninfringement of two patents in the HEVC Advance pool owned by SPT (Counts I and II), and declarations of noninfringement of two patents in the HEVC Advance pool owned by Dolby (Counts III and IV). Dkt. 1. The Dolby and SPT patents identified in Roku's declaratory judgment claims are counterparts of the European patents asserted by Dolby and SPT in the UPC. Roku additionally sought other non-federal question claims: a declaratory judgment of FRAND obligations against all Defendants (Count IX), and relief under various state law claims (Counts V-VIII, Count X). On March 7, 2025, Roku filed an amended complaint. Appx16-Appx73. Because certain of Roku's declaratory judgment claims (Counts I to IV) raised federal question patent issues, Roku did not rely on diversity jurisdiction for subject matter jurisdiction over the remaining claims (Counts V-X), instead relying on supplemental jurisdiction under 28 U.S.C. § 1367. Appx23-Appx24 ¶ 30.

On March 20, 2025, Defendants-Appellees filed a motion to dismiss the complaint in its entirety and raised several grounds, including lack of personal jurisdiction as to the claims against Dolby and SPT. Appx308-Appx310, Appx311-

Appx338. Roku filed its opposition on April 10, 2025 and asked the district court to deny Defendant's motion or, in the alternative, to grant jurisdictional discovery. Appx349-Appx376, Appx377-Appx415. The district court granted Roku's request for jurisdictional discovery and ordered the parties to submit supplemental briefing regarding such discovery. Appx416-Appx417. The parties proceeded with jurisdictional discovery, and, on July 11, 2025, the parties each submitted supplemental additional briefing on the issue of personal jurisdiction. Appx787-804, 805-1172.

Ten days later, on July 21, 2025, the district court issued a five-paragraph text-only order granting the motion to dismiss for lack of personal jurisdiction as to Dolby and SPT. Appx2-Appx3. The court's order, seemingly applying an incorrect legal standard, stated summarily that Roku failed to show evidence of a Dolby-Access Advance relationship or a SPT-Access Advance relationship sufficient to "pierce the corporate veil" or that Dolby/SPT engaged in licensing negotiations with Roku in Massachusetts. The following day, on July 22, 2025, the district court issued a one-paragraph text-only order stating that it "lacks jurisdiction to determine the FRAND rate as requested in Count IX" as such a declaration would "merely be advisory," and that "because no federal claim exists, the court declines to exercise jurisdiction over the state law claims." Appx4-Appx5. With all claims

dismissed, the district court issued a further order finally dismissing the case.

Appx1.

SUMMARY OF THE ARGUMENT

The district court’s dismissal cannot be reconciled with the undisputed record establishing that both Dolby and SPT purposefully directed sustained, remunerative licensing and enforcement activity into Massachusetts—“directly or by an agent”—and that Roku’s claims arise from and relate to those forum-directed activities. The district court’s terse order applied the wrong legal standard, collapsing the analysis into a veil-piercing inquiry and overlooking the independent bases for jurisdiction grounded in Dolby’s and SPT’s own transactions and conduct in Massachusetts. Under Massachusetts’s long-arm statute and the Due Process Clause, specific personal jurisdiction is proper over both Dolby and SPT. On *de novo* review, the Court should reverse.

First, the Massachusetts long-arm statute is satisfied. Massachusetts permits jurisdiction over a person “who acts directly or by an agent” in “transacting any business” in the Commonwealth as to claims “arising from” those acts. Dolby and SPT did precisely that for years. Each appointed Massachusetts-based Access Advance as its licensing administrator for thousands of HEVC-essential patent claims; executed and repeatedly operated under Massachusetts-administered licensing and governance agreements; funded Access Advance’s Boston operations

through administrator fees and capital; exercised voting rights on licensing terms, royalty rates, and [REDACTED] in Access Advance’s Member and/or Administrative Committee structures; coordinated with and directed Massachusetts-based Access Advance executives on licensing and [REDACTED]; and paid Massachusetts law firms to evaluate thousands of patent claims for pool inclusion. Dolby also co-founded Access Advance and remains [REDACTED], while employing Massachusetts-based personnel to manage its Access Advance work. These deliberate, repeated, and profitable transactions in and with Massachusetts easily satisfy the “transacting any business” standard, including through a representative.

Roku’s claims “arise from” that Massachusetts-focused conduct under the statute’s generous “but-for” standard. But for Dolby’s and SPT’s decision to channel licensing, rate-setting, and enforcement through Access Advance’s Massachusetts-run enterprise—and to use that enterprise to target Roku, coordinate enforcement incentives, and approve litigation—Roku would not face the coordinated campaign to pressure it into taking a supra-FRAND pool license on Access Advance’s terms, nor the related foreign infringement suits designed to coerce that outcome. Roku’s declaratory judgment claims of noninfringement of U.S. counterparts and its FRAND-based claims lie squarely in the wake of, and

were made possible by, Dolby's and SPT's Massachusetts-centered licensing and enforcement program operated through Access Advance.

Second, the exercise of jurisdiction comports with due process. The record clearly demonstrates purposeful availment. Dolby and SPT deliberately reached into Massachusetts to exploit a licensing market centered in Boston: they contracted with a Massachusetts representative to solicit, negotiate, and enforce licenses; actively participated in and directed Massachusetts-based governance and [REDACTED] decisions; funded Massachusetts operations and a Massachusetts-administered [REDACTED]; engaged Massachusetts law firms for essentiality evaluations required for pool participation; and, for Dolby specifically, established, capitalized, and owned [REDACTED] the Massachusetts licensing administrator itself while staffing Massachusetts-based employees to manage the relationship. These are not "unilateral" acts of a third party—they are Dolby's and SPT's sustained, intentional contacts with Massachusetts that generated hundreds of communications, dozens of multi-day governance meetings, and [REDACTED] in royalty flows and distributions—precisely the kind of forum-directed business conduct that constitutes purposeful availment.

Roku's claims "arise out of or relate to" these contacts. The challenged conduct—setting and demanding pool terms, directing Roku to negotiate with Access Advance, [REDACTED] and

coordinated foreign litigation to compel acceptance of pool terms, and failing to engage in good faith negotiations to a stand-alone bilateral FRAND license—is inseparable from the Massachusetts-centered licensing enterprise. That nexus is more than adequate under the Federal Circuit’s relatedness standard.

Finally, exercising jurisdiction is reasonable and fair. Once minimum contacts and relatedness are established, the burden shifts to the defendants to make a “compelling case” of unreasonableness. Neither Dolby nor SPT even argued unreasonableness below. In any event, the *Burger King* factors strongly support jurisdiction. The burden on defendants—sophisticated U.S. entities that for years have operated through Massachusetts personnel, lawyers, and an in-state licensing administrator to monetize their patents—is minimal.

In short, Dolby and SPT purposefully availed themselves of Massachusetts by transacting substantial, sustained licensing and enforcement business in Massachusetts and through their Massachusetts representative and personnel, Roku’s claims arise from and relate to that conduct, and jurisdiction is reasonable. The district court’s contrary conclusion—premised on an erroneous veil-piercing framework and a failure to credit defendants’ direct forum contacts—should be reversed, and the case remanded for adjudication on the merits.

ARGUMENT

I. Standard Of Review

In reviewing the appeal of a grant of motion to dismiss on personal jurisdiction grounds, this Court applies the law of the Federal Circuit. *See, e.g., Trimble Inc. v. PerDiemCo LLC*, 997 F.3d 1147, 1152 (Fed. Cir. 2024). “A district court’s grant of a motion to dismiss for lack of . . . personal jurisdiction is a question of law that [this Court] review[s] *de novo*.” *Pennington Seed, Inc. v. Produce Exch. No. 299*, 457 F.3d 1334, 1338 (Fed. Cir. 2006); *see also Synthes (U.S.A.) v. G.M. Dos Reis Jr. Ind. Com. De Equip. Medico*, 563 F.3d 1285, 1292 (Fed. Cir. 2009).

In reviewing such a decision, this Court “accept[s] a plaintiff’s well-pleaded factual allegations as true and draw[s] all reasonable inferences in its favor. *Pennington*, 457 F.3d at 1338. Where, as here, “the district court did not hold an evidentiary hearing on the issue of personal jurisdiction [Roku] need only make a *prima facie* case of personal jurisdiction, and [this Court] ‘must accept the uncontroverted allegations in [its] complaint as true.’” *Id.* at 1344 (quoting *Elecs. For Imaging, Inc. v. Coyle*, 340 F.3d 1344, 1349 (Fed. Cir. 2003); *See also Polar Electro Oy v. Suunto Oy*, 829 F.3d 1343, 1347–48 (Fed. Cir. 2016). Under this *prima facie* standard, “the court must resolve all factual disputes in the plaintiff’s favor.” *Polar Electro Oy*, 829 F.3d 1343 at 1347–48.

II. The district court dismissed Roku’s complaint based on its erroneous determination that it lacked specific personal jurisdiction

A. Legal Framework for Analyzing Specific Personal Jurisdiction

Courts may exercise “specific” personal jurisdiction where the defendant has sufficient contacts with the forum related to the specific dispute at issue. *See, e.g., Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct.*, 592 U.S. 351, 358 (2021) (describing the independent analyses for determining general and specific jurisdiction); *id.* (finding specific jurisdiction satisfied where general jurisdiction is not); *Helicopteros Nacionales De Colombia, S.A. v. Hall*, 466 U.S. 408, 414 (1984) (“Even when the cause of action does not arise out of or relate to the foreign corporation’s activities in the forum State, due process is not offended by a State’s subjecting the corporation to its in personam jurisdiction when there are sufficient contacts between the State and the foreign corporation.”) (citing *Perkins v. Benguet Consol. Mining Co.*, 342 U.S. 437 (1952) and *Keeton v. Hustler Mag., Inc.*, 465 U.S. 770, 779-80 (1984)).

A court may exercise specific personal jurisdiction if two elements are met: One, the “forum state’s long-arm statute permits service of process,” *New World Int’l*, 859 F.3d at 1037, and two, the assertion of personal jurisdiction does not “violate[] due process.” *Xilinx, Inc.*, 848 F.3d at 1352; *see also Ford Motor Co.*, 592 U.S. at 359.

The two-part inquiry into specific personal jurisdiction—i.e., whether it is permitted by the state’s long-arm statute and federal due process—is also referred to as the “statutory” and “constitutional” prongs of the analysis.

a. Statutory Prong: The Massachusetts Long-Arm Statute

The first question in determining whether a state may exercise specific personal jurisdiction over a particular defendant is whether doing so is permitted under that state’s long-arm statute. Massachusetts’ long-arm statute provides for personal jurisdiction “over a person, who acts directly or by an agent, as to a cause of action in law or equity arising from the person’s . . . transacting any business in this commonwealth.” Mass. Gen. L. c. 223A, § 3(a). Plaintiff need only plead: (1) that defendant has transacted some business in Massachusetts, and (2) the plaintiff’s claims arise from the defendant’s transaction of such business. *Lumenis, Inc.*, 454 F. Supp. 3d at 113.⁴

“Transacting business” is interpreted to ask the simple question of “whether the defendant[s] attempted to participate in the commonwealth’s economic life.” *Smith v. Aphex BioCleanse Sys., Inc.*, No. 22-cv-10219, 2024 WL 1558415, at *5 (D. Mass. Apr. 10, 2024) (alteration in original) (citation omitted). A nonresident

⁴ Notably, the district court, Dolby, and SPT address this prong, as well as “minimum contacts” under the Due Process Clause, only under a vicarious jurisdiction or alter ego theory, seemingly ignoring Dolby’s and SPT’s *own* business transactions and contacts with Massachusetts.

“transacts business” in Massachusetts as long as he has engaged in “any purposeful acts. . . whether personal, private, or commercial.” *Ealing Corp. v. Harrods, Ltd.*, 790 F.2d 978, 982 (1st Cir. 1986) (citation omitted). The defendant’s actions need not be major, as “just a few acts on [his] part can often suffice to satisfy [subsection (a)]’s threshold for transacting business.” *JLB LLC v. Egger*, 462 F. Supp. 3d 68, 78 (D. Mass. 2020) (alterations in original); *see Nova Biomedical Corp. v. Moller*, 629 F.2d 193–95 (1st Cir. 1980). Indeed, “[i]t is clear that anything but the most incidental commercial conduct with a Massachusetts resident is sufficient to satisfy the transacting any business test.” *GSI Lumonics, Inc. v. BioDiscovery, Inc.*, 112 F. Supp. 2d 99, 105 (D. Mass. 2000) (quoting *Foster–Miller, Inc. v. Babcock & Wilcox Can.*, 848 F. Supp. 271, 276 (D. Mass. 1994), vacated and remanded on other grounds, 46 F.3d 138 (1st Cir. 1995)).

Section 3(a)’s “language is expansive, and its words are to be generously applied in order to determine whether a given defendant fairly can be said to have participated in the forum’s economic life.” *Foster–Miller, Inc. v. Babcock & Wilcox Can.*, 46 F.3d 138, 144 (1st Cir. 1995). The inquiry into a defendant’s contacts also includes any business transactions conducted by a defendant’s “agent.” Mass. Gen. Laws ch. 223A, § 3. In determining whether one party’s contacts with the forum may be attributable to another party, the question is not whether the relationship at issue fits “in a formal agency relationship.” *Lumenis*,

454 F. Supp. 3d at 112 (explaining non-resident defendant “need not be in a formal agency relationship” with in-forum defendant “to conclude that both are transacting business in the commonwealth for the purposes of § 3(a).”).

Under Massachusetts law, the “arising from” clause is “generously construed in favor of asserting personal jurisdiction, by applying a ‘but for’ causation test.” *Doucet v. FCA US LLC*, No. 19-cv-10514, 2020 WL 128655, at *5 (D. Mass. Jan. 10, 2020) (citations omitted). “The inquiry asks only whether ‘the defendant's contacts with the Commonwealth constitute the first step in a train of events that result[ed] in the [relevant] injury.’” *Id.* (alterations in original) (quoting *Lyle Richards Int’l, Ltd. v. Ashworth, Inc.*, 132 F.3d 111, 114 (1st Cir. 1997)). “[A] claim arises from a defendant’s transaction of business in the forum State if the claim was made possible by, or lies in the wake of, the transaction of business in the forum State.” *Id.* (quoting *Access Now, Inc. v. Otter Prods., LLC*, 280 F. Supp. 3d 287, 291 (D. Mass. 2017)).

b. Constitutional Prong

The Federal Circuit sets forth a three-factor test to determine whether specific personal jurisdiction comports with due process: “(1) whether the defendant ‘purposefully directed’ its activities at residents of the forum; (2) whether the claim ‘arises out of or relates to’ the defendant’s activities with the

forum; and (3) whether assertion of personal jurisdiction is ‘reasonable and fair.’”
Xilinx, Inc., 848 F.3d at 1353.

Regarding the first factor, the defendant must take “some act by which [it] purposefully avails itself of the privilege of conducting activities within the forum State.” *Ford Motor Co.*, 592 U.S. at 359 (alteration in original) (quoting *Hanson v. Denckla*, 357 U.S. 235, 253 (1958)). The contacts must show the defendant “deliberately ‘reached out beyond’ its home—by, for example, ‘exploit[ing] a market’ in the forum State or entering a contractual relationship centered there. *Id.* (alteration in original) (quoting *Walden v. Fiore*, 571 U.S. 277, 285, 134 (2014)). These contacts include acts by a defendant’s agents. *Daimler AG v. Bauman*, 571 U.S. 117, 135 n.13 (2014) (“[A] corporation can purposefully avail itself of a forum by directing its agents . . . to take action there.”); *Asahi Metal Indus. Co. v. Superior Ct. of Cal.*, 480 U.S. 102, 112 (1987) (holding that a defendant’s act of “marketing [a] product through a distributor who has agreed to serve as the sales agent in the forum State” may amount to purposeful availment); *Int’l Shoe Co. v. State of Wash., Off. of Unemployment Comp. & Placement*, 326 U.S. 310, 318 (1945) (holding that “the commission of some single or occasional acts of the corporate agent in a state” may “be deemed sufficient to render the corporation liable to suit” on related claims).

The second factor is met when there is an “affiliation” between the forum and the underlying controversy, which can exist even without a causal link between the defendant’s contacts with the state and the plaintiff’s claims. *Ford Motor Co.*, 592 U.S. 351 at 362 (“The first half of that standard asks about causation; but the back half”—i.e., “relate to”—“contemplates that some relationships will support jurisdiction without a causal showing.”).

In the context of a declaratory judgment action relating to patents, “courts must examine the jurisdictional facts for conduct whereby the patentee ‘may be said to purposefully avail itself of the forum and to engage in activity that relates to the validity and enforceability of the patent.’” *Autogenomics, Inc. v. Oxford Gene Tech. Ltd.*, 566 F.3d 1012, 1020 (Fed. Cir. 2009) (quoting *Avocent Huntsville Corp. v. Aten Int’l Co.*, 552 F.3d 1324, 1336 (Fed. Cir. 2008)). And courts have repeatedly held that claims for declaratory judgment “arise out of or relate[] to” a defendant patentee’s various “activities . . . in enforcing the patent or patents in suit.” *Avocent Huntsville Corp. v. Aten Int’l Co.*, 552 F.3d 1324, 1332 (Fed. Cir. 2008) (citation omitted). In *Avocent*, this Court explained:

[I]f the defendant patentee purposefully directs activities at the forum which relate in some material way to the enforcement or the defense of the patent, those activities may suffice to support specific jurisdiction. For example, when the patentee enters into an exclusive license or other obligation relating to the exploitation of the patent by such licensee or contracting party in the forum, the patentee’s contractual undertaking may impose certain obligations to enforce the patent against infringers. By such conduct, the patentee may be

said to purposefully avail itself of the forum and to engage in activity that relates to the validity and enforceability of the patent.

Id. at 1336. Courts have looked to whether agreements create “continuing obligations” for a declaratory judgment defendant in the forum state. *Breckenridge Pharm., Inc. v. Metabolite Lab’ys, Inc.*, 444 F.3d 1356, 1364–65 (Fed. Cir. 2006).

Where a defendant or its agents have directed activities at or otherwise purposefully availed themselves of the forum state, and the claim “arises out of or relates to” those activities, the burden shifts to the defendant to make a “compelling case” that jurisdiction is unreasonable. *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 463, 477 (1985) (“[W]here a defendant who purposefully has directed his activities at forum residents seeks to defeat jurisdiction, he must present a compelling case that the presence of some other considerations would render jurisdiction unreasonable.”); *see also Xilinx, Inc.*, 848 F.3d at 1356. Only in “rare” instances will a court find minimum contacts present yet deem the exercise of specific personal jurisdiction unreasonable. *Elecs. For Imaging, Inc. v. Coyle*, 340 F.3d 1344, 1352, (Fed. Cir. 2003) (“[D]efendants’ arguments fail to convince the court that this is one of the ‘rare’ situations in which sufficient minimum contacts exist but where the exercise of jurisdiction would be unreasonable.”). To determine whether personal jurisdiction is unreasonable, courts consider “‘the burden on the defendant,’ ‘the forum State’s interest in adjudicating the dispute,’ ‘the plaintiff’s interest in obtaining convenient and

effective relief,’ ‘the interstate judicial system’s interest in obtaining the most efficient resolution of controversies,’ and the ‘shared interest of the several States in furthering fundamental substantive social policies.’” *Burger King*, 471 U.S. at 477 (citation omitted).

B. Personal Jurisdiction over Dolby Is Proper in Massachusetts

a. Personal jurisdiction over Dolby is proper under the Massachusetts Long-Arm Statute

i. *Dolby transacts business in Massachusetts*

Dolby purposefully directed extensive licensing and enforcement activity into Massachusetts for years—both directly and “by an agent,” Mass. Gen. Laws ch. 223A, § 3(a)—easily satisfying the Massachusetts long-arm statute. As explained above, Dolby was integral in forming a Massachusetts-based company, Access Advance, to act as its licensing representative for the enforcement and monetization of HEVC-essential patents, including in Massachusetts and including against Roku specifically. *See, supra*, 11-24. Dolby executed multiple agreements with Access Advance—the AALs and LAAs—and amendments thereto, obligating Massachusetts-based Access Advance to solicit licensees, negotiate terms, collect royalties, and administer enforcement for Dolby’s thousands of patent claims included in the HEVC Advance pool. Appx1049-Appx1072; Appx1079-Appx1119. Those agreements are the vehicle for Dolby’s continuous licensing in

and from Massachusetts. *See Digit. Equip. Corp. v. AltaVista Tech., Inc.*, 960 F. Supp. 456, 465 (D. Mass. 1997).

And beyond the agreements, Dolby transacts business in Massachusetts through its regular, sustained business with Massachusetts-based Access Advance employees and personnel. *See, supra*, 11-24. For example, in its capacity as a licensor of the HEVC Advance pool and a member/owner of Access Advance itself, Dolby has communicated with Access Advance hundreds of times over the last five years, including with Access Advance's CEO, Director of Finance, Chief Patent Counsel, Chief Litigation Counsel, and two Senior Vice Presidents, all of whom live and/or work in Massachusetts. Over the past five years, Dolby employees attended at least 21 Member Meetings and AdCom Meetings, which were also attended by Massachusetts-based Access Advance employees.

Appx1022-Appx1023. During these meetings—which spanned approximately 46 days—Dolby discussed and voted on various aspects of Access Advance's business, including rates, terms, and [REDACTED]. *See, e.g.*, Appx1134-Appx1166, Appx1170-Appx1172.

And if that wasn't enough, Dolby also transacts business in Massachusetts through its employment of personnel in Massachusetts who are dedicated to interacting with Access Advance and engaging in patent licensing-related activities. *See, supra*, 11-24. Jurisdictional discovery uncovered that Dolby's

Hasan Rashid, who lives and works in Massachusetts, is principally responsible for communications with Access Advance and is intimately involved in the HEVC Advance pool activities. Appx836-Appx837 at 16:24-17:4, 17:8-11; Appx814 at 14:22-15:4, 15:17-16:2. Dolby's employee Evan DeLeo, who also lives and works in Massachusetts, similarly works on Dolby's patent licensing activities. Appx822 at 78:15-79:15. Employing in-state personnel to facilitate and carry out the very licensing program whose activities are the subject of this litigation is unquestionably "transacting business" in the state. *See McCloskey v. Predictivegenies, Inc.*, No. 24-CV-12846, 2025 WL 1208543, at *4 (D. Mass. Apr. 25, 2025).

Moreover, working through Access Advance, Dolby transacted business with Massachusetts law firms to evaluate its patents for inclusion in the HEVC Pool and engages with them about those evaluations. *See, supra*, 11-24. Relevant to this case, Wolf Greenfield evaluated at least 1,345 Dolby claims for essentiality—each requiring payment of thousands of dollars by Access Advance to Wolf Greenfield on Dolby's behalf, with Dolby reimbursing Access Advance. Appx830 at 141:5-13; Appx878-968; Appx1090-Appx1091 at 2.4; Appx1132.

Dolby also transacts business in Massachusetts through its exercise of control over Access Advance and receipt of substantial revenues from Access Advance. *See, supra*, 11-24. [REDACTED]

[REDACTED] influencing governance, capitalization, rates, and enforcement. Appx1025-Appx1026; Appx843-Appx844 at 43:8-44:3, 45:1-18, 47:15-48:14. As a founding member, it receives “sponsor royalties” and member distributions, and as a licensor it receives licensor royalties through Access Advance’s Massachusetts [REDACTED]

[REDACTED]. Appx816 at 33:9-12; Appx848-Appx849 at 68:15-17, 71:15-72:15; Appx969-Appx976; Appx1047-Appx1048. In turn, Dolby made [REDACTED]

[REDACTED], which fund Access Advance’s Massachusetts-based operations, including its Boston office lease and salaries of its Massachusetts employees. Appx815 at 32:14-23; Appx835 at 9:21-11:7; Appx840 at 30:17-31:2, 31:10-15, 32:2-16; Appx848-Appx849 at 68:15-17; 69:2-7; Appx857 at 121:5-16.

Dolby has further coordinated with Access Advance to engage in a litigation campaign against Roku, [REDACTED] and using the same counsel as prior litigation campaigns coordinated with Access Advance. *See, supra*, 11-24; Appx846-Appx847 at 60:7-14, 60:23-61:3. Dolby has sued Roku in the UPC and seeks to leverage injunctive relief in Europe to coerce Roku into Access Advance’s pool license on non-FRAND terms, even though the majority of Roku’s sales are in the U.S. Appx356-Appx358; Appx20 at ¶12; Appx43 ¶91.

[REDACTED]

[REDACTED]

[REDACTED]. Appx847
at 62:2-16; Appx820 at 55:2-10; Appx848 at 68:10-20. [REDACTED]

[REDACTED]

Appx1097 at 4.1.4.

These numerous, substantial, purposeful, and remunerative ties meet § 3(a). *See Lumenis, Inc.*, 454 F. Supp. 3d at 113 (finding ongoing collaborative relationship with Massachusetts resident was “transacting business” within meaning of § 3(a)); *Ealing Corp.*, 790 F.2d at 982(a nonresident “transacts business” in Massachusetts as long as he has engaged in “*any* purposeful acts” (emphasis added)). Indeed, courts have found personal jurisdiction under the Massachusetts long-arm statute with far fewer Massachusetts-connected activities. In *Nova Biomedical*, mailing two letters charging patent infringement and threatening litigation was enough to satisfy the statutory prerequisite. 629 F.2d at 193–95. Like the defendant there, Dolby has anchored its litigation and enforcement activity to Massachusetts (i.e., by working with Access Advance to coordinate a campaign of patent enforcement) but with *hundreds* of deliberate communications. The defendant in *Systemation, Inc. v. Engel Industries, Inc.* “transacted business” within the meaning of § 3(a) because it contracted with a

Massachusetts corporation to sell its goods in New England and derived profits therefrom. 992 F. Supp. 58, 60 (D. Mass. 1997). Dolby has done exactly that here. It entered into a contract with Access Advance for it to monetize its patents in and from the U.S., including Massachusetts, from which Dolby derived [REDACTED] [REDACTED]. Similarly, the defendant in *Lumenis* “transacted business” because it “had an ongoing and collaborative relationship with its Massachusetts subsidiary . . .to market and offer for sale [defendant’s] products throughout the United States, including Massachusetts.” 454 F. Supp. 3d at 113. Dolby has had an ongoing and collaborative relationship with Access Advance, the Massachusetts company it founded, partially owns, and receives regular revenues from based on to the monetization of Dolby’s patents in the U.S., including Massachusetts.

In sum, Dolby unequivocally “attempted to”—and did—“participate in [Massachusetts’] economic life” by founding and contracting with a Massachusetts-based patent licensing administrator, directing licensing through that in-state administrator and Dolby’s own in-state personnel, voting on and shaping that administrator’s policies, and engaging, paying, and interacting with Massachusetts-based counsel to further its patent licensing activities.

ii. *Roku’s lawsuit arises out of Dolby’s Massachusetts-connected business transactions*

Contrary to the district court’s cursory conclusion, Roku’s claims “arise[] from” Dolby’s Massachusetts-connected business transactions. *JLB LLC*, 462 F.

Supp. 3d at 78 (§ 3(a) “but for” test). But for Dolby’s decision to create Access Advance and participate in and fund Access Advance’s Massachusetts-based licensing and [REDACTED], Roku would not face the coordinated global infringement suits currently before it, nor the pressure to take a Massachusetts-negotiated pool license.

Roku’s declaratory judgment claims for non-infringement are rooted in federal question and stem directly from Dolby’s Massachusetts-centered licensing conduct—Dolby coordinated and engaged with Access Advance to file patent infringement lawsuits in Europe seeking injunctions against Roku in an attempt to force Roku to take an Access Advance pool license. Roku’s declaratory judgment non-infringement claims concern U.S. counterparts of those foreign patents, and would not need to have been brought but for Dolby’s transaction of business with Access Advance in Massachusetts.

Roku’s FRAND-related and state law claims likewise flow directly from Dolby’s Massachusetts-centric scheme with Access Advance. But for [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED], Dolby’s long-standing involvement in determining the licensing rates and policies of Access Advance, and Dolby’s

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], and would have had no need to bring this lawsuit. In other words, Dolby's breach of its obligation to offer Roku a FRAND-license directly flows from Dolby's purposeful coordination with Access Advance.

b. Personal jurisdiction over Dolby is proper in Massachusetts under the Due Process Clause

i. *Dolby has minimum contacts with Massachusetts*

With the Massachusetts long-arm statute satisfied, the Due Process Clause is not a hurdle to personal jurisdiction. Dolby's repeated and deliberate contacts with Massachusetts outlined above easily satisfy the "purposeful availment" requirement. *See Ford Motor Co.*, 592 U.S. at 359 (citation omitted; *see also Xilinx, Inc.*, 848 F.3d at 1353-56. As discussed above, Dolby directed activities to Massachusetts by creating Access Advance, a Massachusetts company, to act as its licensing administrator to coordinate enforcement and monetize Dolby's and thousands of other licensors' HEVC-essential patents. *See, supra*, 11-24, 40-45. Dolby then contracted with this Massachusetts company that it created and partially owns—activity again directed to the forum—to enable it to solicit licensees, negotiate license terms, collect royalties, [REDACTED]

[REDACTED], from Massachusetts on behalf of Dolby, and was required to Dolby apprised of its actions. Acting under this mandate Dolby provided, Access Advance informed Dolby repeatedly that Roku was a key license target. Pursuant to the parties' contracts, Dolby had many of its own rights and obligations. For example, Dolby had the right to—and did—vote on license terms, pool operations, and governance of the Massachusetts company (e.g., [REDACTED] [REDACTED])—conduct again directed to the forum. *See Breckenridge Pharm., Inc.*, 444 F.3d at 1362-63 (finding minimum contacts where agreement contemplated ongoing relationship between defendant and licensee third party in the forum beyond mere receipt of royalty payments); *see also Akro Corp. v. Luker*, 45 F.3d 1541, 1546 (Fed. Cir. 1995) (finding defendant had minimum contacts due to agreement that created “continuing obligations” beyond the mere receipt of royalty income in the forum state). This continuous, collaborative relationship is reflected in the thousands of communications exchanged between Dolby and Access Advance, many of which came from *Dolby's own Massachusetts-based employees*—activities Dolby again purposefully directed to and in Massachusetts. *See Breckenridge Pharm., Inc.*, 444 F.3d at 1365 (“[I]n determining the scope of the defendant's contacts with the forum state, ‘the plaintiff need not be the forum resident toward whom any, much less all, of the defendant's relevant activities

were purposefully directed.’” (citation omitted)). This case is not one where personal jurisdiction is based on mere “unilateral activity” of a third party who “claim[s] some relationship with a nonresident defendant.” *Hanson v. Denckla*, 357 U.S. 235, 253 (1958). Every one of these actions were purposeful actions by Dolby aimed at Massachusetts, or actions made in Massachusetts *authorized by* Dolby, intending effects which would be felt in Massachusetts. *See SnapRays v. Lighting Def. Grp.*, 100 F.4th 1371, 1374-75 (Fed. Cir. 2024) (finding minimum contacts where defendant “purposefully directed its activities” at the forum state, “intending effects which would be felt in” the forum state” (citation omitted), *cert. denied*, 145 S. Ct. 1424 (2025)).

In sum, construing the facts in Roku’s favor, Dolby deliberately established a Massachusetts company to commercialize its patents in and from Massachusetts on Dolby’s behalf and deliberately oversees and participates in that company’s commercialization efforts. As such, Dolby “deliberately ‘reached out beyond’” its home to exploit a licensing market centered in Massachusetts, both through its Massachusetts licensing administrator *and* its own in-state employees. *Ford Motor*, 592 U.S. at 359 (citation omitted); *See also Polar Electro Oy*, 829 F.3d at 1348; *Avocent*, 552 F.3d at 1336 (patentee’s obligations/activities undertaken through licensing arrangements can constitute purposeful availment related to enforcement and exploitation of the patents). This is enough to satisfy the minimum contacts

prong. *See Regeneron Pharms., Inc. v. Mylan Pharms. Inc.*, 127 F.4th 896, 905-906, 909-10 (Fed. Cir. 2025) (finding minimum contacts where defendant entered into distribution agreement with distributor to commercialize its products in the United States, the agreement did not “carve out” the forum state, and the defendant “retain[ed] significant involvement” in the distributor’s “commercialization activities through various contractually established mechanisms,” including a joint steering committee that included representatives from the defendant (citation omitted)); *Breckenridge*, 444 F.3d at 1362–63 (finding minimum contacts where agreement contemplated ongoing relationship between defendant and licensee third party, including coordination on enforcement and litigating infringement claims, and where defendant and third party were represented jointly by counsel); *Beverly Hills Fan Co. v. Royal Sovereign Corp.*, 21 F.3d 1558, 1565-66 (Fed. Cir. 1994) (finding sufficient minimum contacts where defendants “acted in consort” to place accused product in stream of commerce in forum state); *Polar Electro Oy*, 829 F.3d at 1351 (same); *see also Xilinx, Inc.*, 848 F.3d at 1353 (explaining that in a declaratory judgment action of patent noninfringement, “relevant [minimum] contacts are those that the ‘defendant patentee purposefully directs... at the forum which relate in some material way to the enforcement or the defense of the patent.’”); *Google Inc. v. Eolas Techs. Inc.*, No. 15-cv-05446, 2016 WL 3346529, at *6 (N.D. Cal. June 16, 2016) (“[T]he inquiry, as stated before, is whether the

non-exclusive license between [licensor] and [non-exclusive licensee] imposes enforcement obligations on a resident of the relevant forum. Those enforcement obligations exist here by virtue of [non-exclusive licensee's] required cooperation in [licensor's] patent enforcement activities.”).

ii. *Roku's claims arise out of or relate to Dolby's Massachusetts-connected activities*

Because the Federal Circuit's standard for whether a claim “arises out of or relates to” a defendant's conduct in the forum state is more permissive than the “but-for” standard of the Massachusetts long-arm statute, Roku has satisfied this prong for the reasons stated above. *See, supra*, 45-47; *see Ford Motor Co.*, 592 U.S. at 362; *Lumenis*, 454 F. Supp. 3d at 114 (“The Federal Circuit's interpretation of relatedness is more permissive than the ‘proximate cause’ or ‘but for’ analyses used in other circuits.” (citation omitted)).

iii. *Personal jurisdiction over Dolby in Massachusetts is reasonable*

Because minimum contacts and relatedness are satisfied, the burden shifts to Dolby to make a “compelling case” that jurisdiction would be unreasonable.⁵

⁵ Tellingly, Dolby did not argue lack of reasonableness to the district court (in either its motion to dismiss or its supplemental briefing), and thus cannot now contest this issue on appeal. *See, e.g., Conoco, Inc. v. Energy & Env't Int'l, L.C.*, 460 F.3d 1349, 1358 (Fed. Cir. 2006) (explaining that except in rare circumstances not present here, “issues not raised below at the district court cannot be heard for the first time on appeal”).

Burger King, 471 U.S. at 477; *M-I Drilling Fluids UK Ltd. v. Dynamic Air Ltda.*, 890 F.3d 995 995, 1000 (Fed. Cir. 2018) (citation omitted). It cannot do so where it purposefully built, governs, and profits from the very Massachusetts-based licensing administrator whose conduct is the focus of this lawsuit.

As discussed above, courts may consider multiple factors to determine whether the exercise of personal jurisdiction is unreasonable: “‘the burden on the defendant,’ ‘the forum State’s interest in adjudicating the dispute,’ ‘the plaintiff’s interest in obtaining convenient and effective relief,’ ‘the interstate judicial system’s interest in obtaining the most efficient resolution of controversies,’ and the ‘shared interest of the several States in furthering fundamental substantive social policies.’” *Burger King*, 471 U.S. at 477 (citation omitted omitted).

First, the burden on Dolby in litigating in Massachusetts is minimal. Dolby is a large U.S. company that for years has been intimately involved with its Massachusetts-based licensing administrator Access Advance, has Massachusetts-based employees, engages with Massachusetts-based outside counsel, and routinely pays funds to and receives funds from Access Advance in Boston. Litigating in Massachusetts imposes no unusual burden.

Second, Massachusetts has a manifest interest in adjudicating disputes stemming from licensing and enforcement activities run from Boston through Access Advance—including governance decisions, rate-setting, patent evaluations

by Massachusetts firms, [REDACTED].

Indeed, the conduct of Massachusetts residents is central to the conduct at issue.

Third, Roku's interest in seeking convenient and effective relief is strong. Roku seeks a declaratory judgment of non-infringement of multiple U.S. patents and a declaration to enforce both Access Advance and Dolby's FRAND commitments tied to the activities of Access Advance in Massachusetts, in one forum with relevant witnesses and documents. Fragmenting the dispute would undermine effective relief.

Fourth, judicial efficiency favors Massachusetts. The evidence and witnesses regarding Access Advance's governance, rate-setting, licensing, and funding are centered in Massachusetts, Access Advance is a co-defendant here but not in the foreign proceedings, and the District of Massachusetts (unlike the UPC in Europe) can resolve Roku's U.S. patent claims and FRAND declaratory judgment claim, including for example breach of obligations or promises to license on FRAND terms.

Finally, exercising jurisdiction promotes fair and predictable enforcement of FRAND commitments and discourages patent holders from leveraging foreign injunctions to extract supra-FRAND terms set and administered from the United States, including Massachusetts.

As such, this is not one of the “rare” instances where a defendant with minimum contacts with a forum state can show the exercise of personal jurisdiction would be unreasonable. *Electronics For Imaging*, 340 F.3d at 1352. Personal jurisdiction over Dolby in Massachusetts is “reasonable and fair.” *Burger King*, 471 U.S. at 477; *Xilinx, Inc.*, 848 F.3d at 1353 (citation omitted).

C. Personal Jurisdiction over SPT Is Proper in Massachusetts

a. Personal jurisdiction over SPT is proper under the Massachusetts Long Arm Statute

i. *SPT transacted business in Massachusetts*

Like Dolby, SPT has for years purposefully directed substantial licensing and enforcement activity into Massachusetts directly with—and through—its Massachusetts-based administrator Access Advance. *See, supra*, 11-19, 24-26. This conduct easily satisfies the Massachusetts long-arm statute. Mass. Gen. Laws ch. 223A, § 3(a). As discussed above, SPT executed multiple written agreements with Access Advance—including the AAL and LAA and amendments thereto—obligating Access Advance to act as SPT’s Massachusetts-based administrator to solicit licensees, negotiate terms, and collect royalties for the thousands of SPT patent claims in the HEVC Advance pool, in return for [REDACTED] license administrator fees. Appx977-Appx982; Appx1073-Appx1078; Appx1120-Appx1130. In turn, the agreements gave SPT broad authority to participate in, approve, and monitor the actions of Access Advance in operating the HEVC Pool.

Appx1073-Appx1078; Appx1120-Appx1130. Indeed, these agreements, and SPT's relationship with Access Advance pursuant to these agreements, is the primary way SPT monetizes its HEVC SEPs in Massachusetts and the United States and has yielded for SPT [REDACTED]. Appx861-Appx862 at 13:5-18, 14:12-17, 30:3-13; Appx977-Appx982.

SPT's Massachusetts business activities and transactions extend well beyond these agreements. *See, supra*, 11-19, 24-26. SPT also regularly and consistently communicated with Access Advance, including its Massachusetts-based executives, since it became a licensor to the HEVC Pool in August 2021. *See, supra*, 11-19, 24-26. These communications include dozens of emails and meetings with Access Advance per year and correspondence at seven biannual AdCom meetings hosted by Access Advance and attended by Access Advance's Massachusetts-based personnel. Appx814 at 14:7-13; Appx 827 at 16:19-24; Appx861 at 15:16-20, 16:19-24; Appx840-Appx841 at 30:22-31:5, 33:9-34:8; Appx1033; Appx1015-Appx1018. In these AdCom meetings, SPT was regularly informed that Roku was a compelling license target and, [REDACTED], and, pursuant to these communications with Access Advance, SPT joined a litigation campaign using the same counsel as Dolby to coerce Roku to take a pool license. Appx1134-Appx1166, Appx1170-Appx1172; Appx356-Appx358; Appx20 at ¶12, Appx43 ¶91. [REDACTED]

[REDACTED]
[REDACTED]. Appx847 at 62:2-16;

Appx820 at 55:2-10. [REDACTED]

[REDACTED]. Appx1097 at 4.1.4.

Moreover, SPT transacted business with Massachusetts law firms Mintz and Wolf Greenfield to evaluate its patents for essentiality and inclusion in the HEVC Pool. *See, supra*, 11-19, 24-26. Indeed, all 1,524 of SPT’s HEVC Pool patents, including those from the patents-in-suit, were evaluated by these Massachusetts firms. Appx878-Appx968. SPT paid the Massachusetts firms thousands of dollars for each evaluation. Appx1132; Appx865 at 64:13-16. As recently as February 2024, SPT submitted claims for evaluation by these firms, contacted them to request additional evaluations at least twice, and ultimately paid [REDACTED] for the evaluations. Appx865 at 64:13-16.

In sum, SPT’s deliberate, repeated, and remunerative connections to Massachusetts and with Massachusetts residents easily amount to “transacting business” under the Massachusetts long-arm statute. Like the defendant in *Lumenis*, SPT has maintained an ongoing collaborative relationship with a Massachusetts entity, which the court found was sufficient to confer personal jurisdiction. 454 F. Supp. 3d at 113. And like the defendant in *Systemation*, SPT contracted with a Massachusetts company to monetize its goods in New England

(and the United States broadly) and profited therefrom. 992 F. Supp. at 60. This, too, is sufficient to establish personal jurisdiction in Massachusetts over SPT. *See id.*

ii. Roku's lawsuit arises out of SPT's Massachusetts-connected business transactions

Roku's claims satisfy Section 3(a)'s "but for" test and thus "arise from" SPT's Massachusetts-connected business transactions. *JLB LLC*, 462 F. Supp. 3d at 78. Indeed, but for SPT's funding and use of Access Advance's Massachusetts-based licensing and [REDACTED], Roku would not face coordinated global infringement suits or pressure to accept a Massachusetts-negotiated pool license.

Roku's declaratory judgment claims for non-infringement arise from SPT's Massachusetts-centered contacts with Access Advance, which spurred a UPC lawsuit to coerce a pool license. Roku's claims concern U.S. counterparts of those foreign patents and would not exist but for SPT's transaction of business in Massachusetts with Access Advance.

Likewise, Roku's FRAND and related state-law claims flow from SPT's purposeful coordination with Access Advance—including shaping Access Advance's rates and policies and bringing litigation [REDACTED] [REDACTED]—which effectively denied Roku a bilateral stand-alone FRAND license and forced this lawsuit. Indeed, although SPT was informed by Access Advance of Roku's interest in a bilateral license, SPT never bothered begin good faith

negotiations with Roku for a bilateral FRAND license, or even initiate any contact with Roku whatsoever prior to bringing suit at the UPC. It instead coordinated with Access Advance to engage in a foreign litigation campaign against Roku. SPT filed an [REDACTED]

[REDACTED]

[REDACTED]. Appx20-Appx21 at ¶¶ 11-13; Appx45-Appx46 at ¶¶ 100-103.

b. Personal jurisdiction over SPT is proper in Massachusetts under the Due Process Clause

i. *SPT has minimum contacts with Massachusetts*

With the Massachusetts long-arm statute met, exercising personal jurisdiction comports with due process. SPT's sustained and intentional contacts with Massachusetts, as described above, easily fulfills the Due Process Clause "purposeful availment" requirement. *See, supra*, 11-19, 24-26, 54-57; *See Ford Motor Co.*, 592 U.S. 351, 362; *see also Xilinx, Inc.*, 848 F.3d at 1353-56. As explained above, SPT directed activities to Massachusetts by contracting with a Massachusetts company with a Massachusetts-based patent pool to act as its licensing administrator to [REDACTED] of and monetize its patents from Massachusetts. Pursuant to multiple agreements with SPT, Access Advance solicits licensees, negotiates terms, collects royalties, identifies [REDACTED] [REDACTED] from Massachusetts, while SPT participates in and votes on

key pool issues, such as license terms, royalty rates, [REDACTED]

[REDACTED].
This arrangement necessarily required SPT to meet and communicate with the Massachusetts-based company dozens of times over three years so that SPT could not only stay apprised of its investment, but also to allow SPT to participate in decisions regarding the pool and [REDACTED]

[REDACTED], and, now, SPT continues to work with Access Advance on its ongoing, years-long litigation campaign against Roku; these continuing activities and obligations are enough for personal jurisdiction. *See Breckenridge*, 444 F.3d at 1362–63; *Akro*, 45 F.3d at 1546; *Google Inc.*, 2016 WL 3346529, at *6. Indeed, this Court has found sufficient contacts on less. *Trimble Inc.*, 997 F.3d at 1155 (finding twenty-two communications from patent owner regarding enforcement of its patents over three-month period satisfied purposeful availment test). Furthermore, SPT communicates and works with Massachusetts law firms on essentiality evaluations for its HEVC patents—another contact that supports personal jurisdiction in this case. *Elecs. for Imaging, Inc.*, 340 F.3d at 1351 (explaining hiring attorney or patent agent in the forum state to prosecute a patent application that leads to the asserted patent is a relevant contact for the purposeful availment inquiry in declaratory judgment cases). Far from “unilateral” contacts of a third party, these

facts illustrate that SPT itself deliberately reached into Massachusetts to collaborate with a Massachusetts entity and exploit a licensing market centered and operated there. Thus, SPT “purposefully availed” itself of Massachusetts.

ii. Roku’s claims arise out of or relate to SPT’s Massachusetts-connected activities

Because the Federal Circuit’s standard for whether a claim “arises out of or relates to” a defendant’s conduct in the forum state is more permissive than the “but-for” standard of the Massachusetts long-arm statute, Roku has satisfied this prong for the reasons stated above. *See, supra*, 57-58; *See Ford Motor Co.*, 592 U.S. at 362; *Lumenis*, 454 F. Supp. 3d at 114 (“The Federal Circuit’s interpretation of relatedness is more permissive than the ‘proximate cause’ or ‘but for’ analyses used in other circuits.” (citation omitted)).

iii. Personal jurisdiction over SPT in Massachusetts is reasonable

Because SPT purposefully directed its activities at Massachusetts and Roku’s claims arise out of or relate to those contacts, SPT must make a “compelling case” that jurisdiction is unreasonable.⁶ *Burger King*, 471 U.S. at 477; *Xilinx*, 848 F.3d at 1356. It cannot.

⁶ Like Dolby, SPT failed to argue that the exercise personal jurisdiction in Massachusetts would be unreasonable, and waived that issue. *See, e.g., Conoco, Inc.*, 460 F.3d at 1358.

First, the burden on SPT is minimal. SPT is based in New York and has worked with Massachusetts-based Access Advance for years, regularly communicates with Massachusetts-based personnel, and enlists Massachusetts-based law firms to determine the essentiality of its patents. Litigating in Massachusetts imposes no unusual burden.

Second, Massachusetts has a manifest interest in adjudicating disputes stemming from licensing and enforcement activities run from Boston through Access Advance—including governance decisions, rate-setting, patent evaluations by Massachusetts firms, and [REDACTED]. As with the analysis regarding Dolby, the conduct of Massachusetts residents (i.e., Access Advance employees) is central to SPT’s conduct and transactions at issue.

Third, Roku’s interest in seeking convenient and effective relief is strong. Roku seeks a declaration of U.S. patent noninfringement relief and a declaration enforcing FRAND commitments tied to a licensing program administered in Massachusetts, against Roku and Access Advance together (and SPT), in one forum with relevant witnesses and documents. Fragmenting the dispute would undermine effective relief.

Fourth, judicial efficiency favors Massachusetts. The evidence and witnesses regarding Access Advance’s governance, rate-setting, licensing, and [REDACTED] are centered in Massachusetts, Access Advance is a co-defendant here but not in the

foreign proceedings, and the District of Massachusetts (unlike the UPC in Europe) can resolve Roku's U.S. patent claims and FRAND declaratory judgment claim, including for example breach of obligations or promises to license on FRAND terms.

Finally, exercising jurisdiction promotes fair and predictable enforcement of FRAND commitments and discourages patent holders from leveraging foreign injunctions to extract supra-FRAND terms set and administered from the United States, including Massachusetts.

As such, personal jurisdiction over SPT in Massachusetts is "reasonable and fair." *Xilinx, Inc.*, 848 F.3d at 1353 (citation omitted); *Burger King*, 471 U.S. at 477.

III. Vacatur of the Dismissal of the Other Claims and Remand on those Claims Is Required

Once the district court granted Defendants' Motion to Dismiss for lack of personal jurisdiction over Dolby and SPT, it necessarily dismissed Roku's federal question claims (Counts I-IV), and therefore lacked subject matter jurisdiction over the other claims (Counts V-X)—including Roku's declaratory judgment claim asking the court to set worldwide FRAND rates for the HEVC-essential patents at issue (Count IX). But rather than merely dismiss Roku's rate-setting claim for lack of jurisdiction (as the court properly did for the other remaining claims), the district court opined that any requested declaratory judgment as to a FRAND

license rate would “merely be advisory.” This erroneous decision with respect to Roku’s FRAND-based Declaratory Judgment Act claim is subject to plenary or *de novo* review on appeal, *Cat Tech LLC v. TubeMaster, Inc.*, 528 F.3d 871, 878 (Fed. Cir. 2008), and must be reversed. The district court had no power to render such an opinion and, even if it did, the opinion misstates the law.

A. Absent the Federal Question Claims Against Dolby and SPT, The District Court Lacked Subject Matter Jurisdiction to Opine on Roku’s Rate Setting Claim Against Access Advance

A federal district court has subject matter jurisdiction over claims “arising under” federal law, which includes causes of action created by federal statutes or those necessarily turning on a substantial question of federal law, such as a declaratory judgment claim for noninfringement of a patent. 28 U.S.C. § 1331. Pursuant to 28 U.S.C. § 1367, that same federal district court may also exercise supplemental jurisdiction over state law claims that share a common nucleus of operative fact with the federal claims. However, absent federal claims to provide original jurisdiction, the district court ordinarily lacks authority to adjudicate state law claims. The Declaratory Judgment Act does not itself confer subject matter jurisdiction. *Cat Tech*, 528 F.3d at 879. It merely provides a remedy where an independent basis for jurisdiction already exists. *Id.*

Here, Roku’s declaratory judgment claims for noninfringement of the patents-in-suit—claims that were brought against Dolby and SPT only, would have

conferred subject matter jurisdiction under the federal question doctrine. But absent those federal question claims, there was no supplemental jurisdiction over any state law claims—including those against Access Advance—and because Roku had not pleaded diversity jurisdiction, the district court lacked the authority to adjudicate anything with respect to the state law claims other than to dismiss for lack of subject matter jurisdiction. *See, e.g., United Mine Workers of Am. v. Gibbs*, 383 U.S. 715, 726 (1966) (“Certainly, if the federal claims are dismissed before trial . . . the state claims should be dismissed as well.”). Thus, the district court’s statement in its minute order that any decision it would render regarding setting FRAND rates would be “merely advisory” has no legal effect, as should be vacated.

B. The District Court’s Opinion Regarding Roku’s Rate Setting Claim Was Contrary to Law

Beyond being *ultra vires*, the district court’s conclusion that the FRAND-related declaration requested by Roku would be merely advisory is substantively incorrect. Federal courts have repeatedly recognized that they have the authority and jurisdiction to set global FRAND rates where—as here—doing so would squarely resolve an actual controversy between the parties to the litigation. *See Cont’l Auto. Sys., Inc. v. Avanci, L.L.C.*, 27 F.4th 326 (5th Cir.), *reh’g granted, opinion withdrawn on other grounds*, 36 F.4th 1185 (5th Cir. 2022); *TCL Commc’ns Tech. Holdings Ltd v. Telefonaktenbologet LM Ericsson*, No. SACV

14–00341, 2014 WL 12588293 (C.D. Cal. Sept. 30, 2014); *InterDigital, Inc. v. Walt Disney Co.*, No. 25-cv-00895 (C.D. Cal. May 28, 2025), Dkt. No. 76 (denying a motion to dismiss breach of contract counterclaim involving foreign patents). Such controversies arise, for example, when (1) determining a FRAND rate is necessary to enforce an SEP holder’s contractual commitments to license on FRAND terms on a worldwide basis, and (2) a willing licensee agrees to be bound to the court’s judgment. *Microsoft Corp. v. Motorola, Inc.*, 795 F.3d 1024, 1038 (9th Cir. 2015) (finding district court had authority to determine RAND rate in bench trial where the parties had agreed “that the court [will] decide all the material terms of the RAND license” (alteration in original)). In those circumstance, the parties are adverse, the scope of the FRAND commitment is disputed, and the court’s decision will resolve the parties’ legal rights and obligations. On the other hand, courts may find a rate setting determination is merely advisory when there is no concrete controversy, such as when a licensor initiates a rate setting request and the implementer has not agreed to bound to the court’s determination—not at all the case here. *See Optis Wireless Tech., LLC v. Apple Inc.*, No. 19-CV-00066, 2020 WL 999463 (E.D. Tex. Mar. 2, 2020) (finding court lacked authority where SEP holders sought declaratory global terms because court could not compel defendant-implementers to accept licenses to foreign

patents); *Optis Wireless Tech., LLC v. Huawei Techs. Co.*, No. 17-cv-00123, 2018 WL 3375192 (E.D. Tex. July 11, 2018) (same).

The dispute presented to the district court falls squarely within the former category, where there is a ripe justiciable controversy that can and should be remedied by the district court. Dolby and SPT indisputably had a binding contractual obligation, made in promises to standard-setting organizations, to Roku to offer licenses on FRAND terms. Access Advance proactively made similar representations to implementers that its HEVC pool rates would comply with its licensors' individual FRAND obligations. In its complaint, Roku invoked those obligations, sought a determination of FRAND terms by the court, and agreed to be bound to them—creating an actual controversy resolvable through a declaratory judgment from the court.

In sum, because Dolby and SPT's FRAND commitments are binding contractual promises to license worldwide on FRAND terms, and because Roku requested and committed to accept a court-determined global rate, there was an actual controversy that the court had complete authority to resolve. The district court's dismissal based on the perception that its decision would have been "merely advisory"—rather than a lack of subject matter jurisdiction in the absence of the federal question claims—was error.

CONCLUSION

The District Court's ruling that the District of Massachusetts court lacks personal jurisdiction over Dolby and SPT cannot be reconciled with binding precedent or any established jurisdictional doctrine. Its decision dismissing Roku's claims as to Dolby and SPT should be reversed and the case remanded for further proceedings. But even in the event this Court affirms the district court's personal jurisdiction-based dismissal, it should clarify that once Dolby and SPT were dismissed, the district court lacked subject matter jurisdiction over all remaining counts.

Respectfully submitted,

/s/ Matthew J. Rizzolo

Matthew J. Rizzolo

ROPES & GRAY LLP

2099 Pennsylvania Avenue, NW

Washington, DC 20006-6807

Phone: (202) 508-4600

Counsel for Roku, Inc.

Dated: October 20, 2025

CERTIFICATE OF SERVICE

On October 20, 2025, the undersigned caused the foregoing document to be filed electronically by using the Court's CM/ECF system. All parties are represented by registered CM/ECF users and will be served by the appellate CM/ECF system.

/s/ Matthew J. Rizzolo

Matthew J. Rizzolo
Counsel for Roku, Inc

CERTIFICATE OF COMPLIANCE

The undersigned certifies that this brief complies with the type-volume limitation of Federal Rule of Appellate Procedure 32(a)(7)(B). The brief contains 14,000 words, excluding the parts of the brief exempted by Federal Rule of Appellate Procedure 32(f). This brief complies with the typeface requirements of Federal Rule of Appellate Procedure 32(a)(5) and the type style requirements of Federal Rule of Appellate Procedure 32(a)(6). The brief has been prepared in a proportionally spaced typeface using Microsoft Word 365 in Times New Roman 14-point font.

/s/ Matthew J. Rizzolo

Matthew J. Rizzolo
Counsel for Roku, Inc

FORM 31. Certificate of Confidential Material

Form 31
July 2020

**UNITED STATES COURT OF APPEALS
FOR THE FEDERAL CIRCUIT**

CERTIFICATE OF CONFIDENTIAL MATERIAL

Case Number: 25-2015

Short Case Caption: Roku, Inc. v. Access Advance LLC

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Date: 10/20/2025

Signature: /s/ Matthew J. Rizzolo

Name: Matthew J. Rizzolo

ADDENDUM

Table of Contents

Date	Docket #	Description	Appx. No.
7/22/2025	53	Order of Dismissal	Appx1
7/21/2025	51	Order Granting Defendant's Motion to Dismiss	Appx2
7/22/2025	52	Entered - Order Granting Defendant's Motion to Dismiss	Appx4

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Roku, Inc.

Plaintiff

V.

CIVIL ACTION

NO. **1:24-cv-13217-RGS**

Access Advance LLC et al

Defendants

ORDER OF DISMISSAL

Stearns, D. J.

In accordance with the Court's Order entered July 22, 2025 [Doc. No. 52] it is hereby ORDERED that the above-entitled action be and hereby is DISMISSED.

By the Court,

7/22/2025
Date

/s/ Jacqueline Martin
Deputy Clerk

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United States District Court

District of Massachusetts

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Case Name: Roku, Inc. v. Access Advance LLC et al

Case Number: [1:24-cv-13217-RGS](#)

Filer:

Document Number: 51(No document attached)

Docket Text:

Judge Richard G. Stearns: ELECTRONIC ORDER entered granting [32] Motion to Dismiss for Lack of Jurisdiction.

The Dolby defendants and SPT move to dismiss the claims against them for lack of personal jurisdiction. For the following reasons, the court will allow the motion.

Roku, as the plaintiff, bears the burden of establishing that personal jurisdiction exists. See *A Corp. v. All Am. Plumbing, Inc.*, 812 F.3d 54, 58 (1st Cir. 2016). To satisfy this burden, Roku relies on section 3(a) of the Massachusetts long-arm statute, which reads: "A court may exercise personal jurisdiction over a person, who acts directly or by an agent, as to a cause of action in law or equity arising from the person's (a) transacting any business in this commonwealth." Mass. Gen. Laws ch. 223A, § 3.

"[A] claim arises from a defendant's transaction of business in the forum State if the claim

was made possible by, or lies in the wake of, the transaction of business in the forum State." *JLB LLC v. Egger*, 462 F. Supp. 3d 68, 78 (D. Mass. 2020), quoting *Access Now, Inc. v. Otter Prods., LLC*, 280 F. Supp. 3d 287, 291 (D. Mass. 2017). The relevant inquiry is whether "the defendant's contacts with the Commonwealth constitute[d] the first step in a train of events that result[ed] in the... injury." *JLB LLC*, 462 F. Supp. 3d at 78, quoting *Access Now*, 289 F. Supp. 3d at 291.

Counts I through IV (which seek a declaration of non-infringement of certain patents) and Count X (which seeks a declaration regarding Dolby's and SPT's alleged failure to disclose relevant patents to the ITU) clearly do not arise from any contacts Dolby or SPT may have had with Access Advance in Massachusetts. Roku maintains, however, that Counts V, VI, VIII, and IX (which assert that Dolby and SPT failed to offer FRAND terms to Roku for a license to their SEPs) arise from these contacts because the claims "relate to Dolby, SPT, and AA's joint endeavors to license, enforce, and monetize patents in Massachusetts" and "the collaboration between Dolby, SPT, and AA to coerce acceptance of supra-FRAND terms to a patent pool administered in Massachusetts." Pl.'s Opp'n [Dkt # 41] at 7; see also Pl.'s Supp. Br. [Dkt # 49] at 9.

The court is not convinced. Jurisdictional discovery has not uncovered any evidence of an agency relationship sufficient to pierce the corporate veil. Nor has it revealed any evidence that Dolby or SPT exercised control over any licensing negotiations with Roku or determined which terms Access Advance offered to Roku, such that Access Advance's actions during licensing negotiations can nonetheless fairly be attributed to either entity. Counts V, VI, VIII, and IX thus are only viable to the extent they are premised on the conduct of Dolby and SPT during their own licensing negotiations with Roku. As the actions of Dolby and SPT in these licensing negotiations cannot reasonably be said to have occurred in Massachusetts (or to have somehow derived from Dolby's or SPT's contacts with Access Advance in Massachusetts), personal jurisdiction is lacking. (RGS, law3)

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Richard M. Zielinski rzielinski@goulstonstorrs.com, jgagne@goulstonstorrs.com

Garrard R. Beeney beeneyg@sullcrom.com

Andrew T. O'Connor aoconnor@goulstonstorrs.com, bbarretto@goulstonstorrs.com

William T. Davison william.davison@ropesgray.com, CourtAlert@RopesGray.com

Matthew J Rizzolo matthew.rizzolo@ropesgray.com, courtalert@ropesgray.com, drago.gregov@ropesgray.com

S. Lara Ameri lara.ameri@ropesgray.com, Kevin.Freitas@ropesgray.com, courtalert@ropesgray.com

Brittany Bruns brunsb@sullcrom.com

Andrei Iancu aiancu@irell.com

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Case Number: [1:24-cv-13217-RGS](#)

Filer:

Document Number: 52(No document attached)

Docket Text:

Judge Richard G. Stearns: ELECTRONIC ORDER entered re [32] MOTION to Dismiss for Lack of Jurisdiction.

The court will allow [32] Motion to Dismiss to the extent it concerns the claims asserted against Access Advance. The court lacks jurisdiction to determine the FRAND rate as requested in Count IX. The U.S. patents constitute only a fraction of the larger portfolio which includes hundreds of foreign patents. and the court's opinion on the appropriate royalty rate would merely be advisory. And because no federal claim exists, the court declines to exercise jurisdiction over the state law claims (Counts VII and VIII).(RGS, law3)

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Richard M. Zielinski rzielinski@goulstonstorr.com, jgagne@goulstonstorr.com

Garrard R. Beeney beeneyg@sullcrom.com

Andrew T. O'Connor aoconnor@goulstonstorrs.com, bbarretto@goulstonstorrs.com

William T. Davison william.davison@ropesgray.com, CourtAlert@RopesGray.com

Matthew J Rizzolo matthew.rizzolo@ropesgray.com, courtalert@ropesgray.com, drago.gregov@ropesgray.com

S. Lara Ameri lara.ameri@ropesgray.com, Kevin.Freitas@ropesgray.com, courtalert@ropesgray.com

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