

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
FORM 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended June 27, 2014

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Transition Period From            To  
Commission File Number: 001-32431

 **DOLBY**  
**DOLBY LABORATORIES, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**100 Potrero Avenue  
San Francisco, CA**

(Address of principal executive offices)

**90-0199783**

(I.R.S. Employer Identification No.)

**94103-4813**

(Zip Code)

**(415) 558-0200**

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by a check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

On July 18, 2014, the registrant had 49,224,360 shares of Class A common stock, par value \$0.001 per share, and 52,902,285 shares of Class B common stock, par value \$0.001 per share, outstanding.

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**DOLBY LABORATORIES, INC.**  
**FORM 10-Q**  
**For the Fiscal Quarter Ended June 27, 2014**  
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## PART I - FINANCIAL INFORMATION

## ITEM 1. UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

**DOLBY LABORATORIES, INC.**  
**INTERIM CONDENSED CONSOLIDATED BALANCE SHEETS**  
*(in thousands, except share and per share amounts)*

	June 27, 2014	September 27, 2013
	<i>(unaudited)</i>	
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 590,097	\$ 454,397
Restricted cash	3,334	3,175
Short-term investments	181,446	140,267
Accounts receivable, net of allowance for doubtful accounts of \$1,118 and \$514	95,259	97,460
Inventories	9,185	10,093
Deferred taxes	85,183	84,238
Prepaid expenses and other current assets	22,446	28,949
<b>Total current assets</b>	<b>986,950</b>	<b>818,579</b>
Long-term investments	313,505	306,338
Property, plant and equipment, net	252,389	242,917
Intangible assets, net	50,225	41,315
Goodwill	279,966	279,724
Deferred taxes	46,200	37,434
Other non-current assets	9,541	11,638
<b>Total assets</b>	<b>\$ 1,938,776</b>	<b>\$ 1,737,945</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 11,626	\$ 10,695
Accrued liabilities	153,070	137,795
Income taxes payable	7,310	3,394
Deferred revenue	13,167	20,931
<b>Total current liabilities</b>	<b>185,173</b>	<b>172,815</b>
Long-term deferred revenue	19,471	19,663
Other non-current liabilities	47,968	45,441
<b>Total liabilities</b>	<b>252,612</b>	<b>237,919</b>
Stockholders' equity:		
Class A common stock, \$0.001 par value, one vote per share, 500,000,000 shares authorized: 49,199,196 shares issued and outstanding at June 27, 2014 and 46,862,893 at September 27, 2013	50	47
Class B common stock, \$0.001 par value, ten votes per share, 500,000,000 shares authorized: 52,902,393 shares issued and outstanding at June 27, 2014 and 54,876,494 at September 27, 2013	53	55
Additional paid-in capital	41,289	18,812
Retained earnings	1,614,544	1,454,382
Accumulated other comprehensive income	8,678	7,814
<b>Total stockholders' equity – Dolby Laboratories, Inc.</b>	<b>1,664,614</b>	<b>1,481,110</b>
Controlling interest	21,550	18,916
<b>Total stockholders' equity</b>	<b>1,686,164</b>	<b>1,500,026</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 1,938,776</b>	<b>\$ 1,737,945</b>

*See accompanying notes to unaudited interim condensed consolidated financial statements*

**DOLBY LABORATORIES, INC.**  
**INTERIM CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
*(in thousands, except per share amounts)*  
*(unaudited)*

	Fiscal Quarter Ended		Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013	June 27, 2014	June 28, 2013
<b>Revenue:</b>				
Licensing	\$ 205,625	\$ 184,707	\$ 669,901	\$ 616,038
Products	12,971	17,381	45,638	60,605
Services	4,754	4,986	17,680	16,379
Total revenue	223,350	207,074	733,219	693,022
<b>Cost of revenue:</b>				
Cost of licensing	4,389	4,053	12,132	13,542
Cost of products	10,860	16,269	34,941	47,964
Cost of services	3,620	4,018	10,683	11,722
Total cost of revenue	18,869	24,340	57,756	73,228
<b>Gross margin</b>	<b>204,481</b>	<b>182,734</b>	<b>675,463</b>	<b>619,794</b>
<b>Operating expenses:</b>				
Research and development	46,786	42,915	136,047	127,299
Sales and marketing	63,602	58,528	188,809	175,079
General and administrative	44,205	38,413	132,570	123,324
Restructuring charges/(credits)	(688)	5,930	2,613	5,930
Total operating expenses	153,905	145,786	460,039	431,632
<b>Operating income</b>	<b>50,576</b>	<b>36,948</b>	<b>215,424</b>	<b>188,162</b>
<b>Other income/expense:</b>				
Interest income	959	820	2,533	3,063
Interest expense	(251)	(77)	(456)	(504)
Other income/(expense), net	530	156	(2,064)	1,057
Total other income/expense	1,238	899	13	3,616
Income before income taxes	51,814	37,847	215,437	191,778
Provision for income taxes	(11,251)	(7,345)	(53,079)	(47,560)
Net income including controlling interest	40,563	30,502	162,358	144,218
Less: net (income) attributable to controlling interest	(784)	(286)	(2,196)	(742)
<b>Net income attributable to Dolby Laboratories, Inc.</b>	<b>\$ 39,779</b>	<b>\$ 30,216</b>	<b>\$ 160,162</b>	<b>\$ 143,476</b>
<b>Net Income Per Share:</b>				
Basic	\$ 0.39	\$ 0.30	\$ 1.57	\$ 1.41
Diluted	\$ 0.38	\$ 0.29	\$ 1.55	\$ 1.39
<b>Weighted-Average Shares Outstanding:</b>				
Basic	102,350	101,751	102,131	101,917
Diluted	103,942	103,031	103,605	102,999
<b>Related party rent expense:</b>				
Included in operating expenses	\$ 640	\$ 1,494	\$ 1,332	\$ 2,180
Included in net income attributable to controlling interest	\$ 1,164	\$ 831	\$ 3,669	\$ 2,467

*See accompanying notes to unaudited interim condensed consolidated financial statements*

**DOLBY LABORATORIES, INC.**  
**INTERIM CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
*(in thousands)*  
*(unaudited)*

	Fiscal Quarter Ended		Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013	June 27, 2014	June 28, 2013
Net income including controlling interest	\$ 40,563	\$ 30,502	\$ 162,358	\$ 144,218
Other comprehensive income:				
Foreign currency translation adjustments, net of tax	(75)	(2,008)	846	(3,878)
Unrealized gains/(losses) on available-for-sale securities, net of tax	279	(852)	456	(1,414)
Comprehensive income	40,767	27,642	163,660	138,926
Less: comprehensive (income) attributable to controlling interest	(1,004)	(388)	(2,634)	(326)
<b>Comprehensive income attributable to Dolby Laboratories, Inc.</b>	<b>\$ 39,763</b>	<b>\$ 27,254</b>	<b>\$ 161,026</b>	<b>\$ 138,600</b>

*See accompanying notes to unaudited interim condensed consolidated financial statements*

**DOLBY LABORATORIES, INC.**  
**INTERIM CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
*(in thousands)*  
*(unaudited)*

Dolby Laboratories, Inc.								
	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income	Total Dolby Laboratories, Inc.	Controlling Interest	Total	
<b>Balance at September 27, 2013</b>	\$ 102	\$ 18,812	\$ 1,454,382	\$ 7,814	\$ 1,481,110	\$ 18,916	\$	\$ 1,500,026
Net income	—	—	160,162	—	160,162	2,196	—	162,358
Currency translation adjustments, net of tax of \$7	—	—	—	408	408	438	—	846
Unrealized gains on investments, net of tax of \$(254)	—	—	—	456	456	—	—	456
Stock-based compensation expense	—	48,773	—	—	48,773	—	—	48,773
Repurchase of common stock	(1)	(40,957)	—	—	(40,958)	—	—	(40,958)
Tax (deficiency) from employee stock plans	—	(263)	—	—	(263)	—	—	(263)
Class A common stock issued under employee stock plans	2	23,856	—	—	23,858	—	—	23,858
Tax withholdings on vesting of restricted stock	—	(9,221)	—	—	(9,221)	—	—	(9,221)
Exercise of Class B stock options	—	289	—	—	289	—	—	289
<b>Balance at June 27, 2014</b>	<b>\$ 103</b>	<b>\$ 41,289</b>	<b>\$ 1,614,544</b>	<b>\$ 8,678</b>	<b>\$ 1,664,614</b>	<b>\$ 21,550</b>	<b>\$</b>	<b>\$ 1,686,164</b>

Dolby Laboratories, Inc.								
	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income	Total Dolby Laboratories, Inc.	Controlling Interest	Total	
<b>Balance at September 28, 2012</b>	\$ 103	\$ —	\$ 1,709,479	\$ 10,687	\$ 1,720,269	\$ 22,964	\$	\$ 1,743,233
Net income	—	—	143,476	—	143,476	742	—	144,218
Currency translation adjustments, net of tax of \$1,037	—	—	—	(3,461)	(3,461)	(417)	—	(3,878)
Unrealized losses on investments, net of tax of \$793	—	—	—	(1,414)	(1,414)	—	—	(1,414)
Distributions to controlling interest	—	—	—	—	—	(5,039)	—	(5,039)
Stock-based compensation expense	—	49,932	—	—	49,932	—	—	49,932
Repurchase of common stock	(1)	(37,979)	(36,162)	—	(74,142)	—	—	(74,142)
Cash dividends declared and paid on common stock	—	—	(408,206)	—	(408,206)	—	—	(408,206)
Tax (deficiency) from employee stock plans	—	(2,749)	—	—	(2,749)	—	—	(2,749)
Class A common stock issued under employee stock plans	—	13,313	—	—	13,313	—	—	13,313
Tax withholdings on vesting of restricted stock	—	(5,709)	—	—	(5,709)	—	—	(5,709)
Exercise of Class B stock options	—	303	—	—	303	—	—	303
<b>Balance at June 28, 2013</b>	<b>\$ 102</b>	<b>\$ 17,111</b>	<b>\$ 1,408,587</b>	<b>\$ 5,812</b>	<b>\$ 1,431,612</b>	<b>\$ 18,250</b>	<b>\$</b>	<b>\$ 1,449,862</b>

*See accompanying notes to unaudited interim condensed consolidated financial statements*

**DOLBY LABORATORIES, INC.**  
**INTERIM CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
*(in thousands)*  
*(unaudited)*

	Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013
<b>Operating activities:</b>		
Net income including controlling interest	\$ 162,358	\$ 144,218
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	38,991	39,615
Stock-based compensation	48,773	49,932
Amortization of premium on investments	7,056	8,101
Excess tax benefit from exercise of stock options	(1,857)	(621)
Provision for doubtful accounts	625	(89)
Deferred income taxes	(9,936)	(12,973)
Other non-cash items affecting net income	2,455	(800)
Changes in operating assets and liabilities:		
Accounts receivable	1,581	(30,829)
Inventories	2,654	5,636
Prepaid expenses and other assets	(1,801)	8,881
Accounts payable and other liabilities	17,033	(840)
Income taxes, net	11,830	(3,164)
Deferred revenue	(7,956)	655
Other non-current liabilities	162	1,723
Net cash provided by operating activities	271,968	209,445
<b>Investing activities:</b>		
Purchase of investments	(303,350)	(416,688)
Proceeds from sales of investment securities	140,297	534,109
Proceeds from maturities of investment securities	105,602	92,850
Purchases of property, plant and equipment	(37,122)	(17,801)
Purchases of intangible assets	(19,950)	(4,050)
Proceeds from sale of property, plant and equipment and assets held for sale	3,355	376
Change in restricted cash	(159)	(1,957)
Net cash provided by/(used in) investing activities	(111,327)	186,839
<b>Financing activities:</b>		
Proceeds from issuance of common stock	24,147	13,616
Repurchase of common stock	(40,958)	(74,142)
Payment of cash dividend	—	(408,206)
Distribution to controlling interest	—	(5,039)
Excess tax benefit from the exercise of stock options	1,857	621
Shares repurchased for tax withholdings on vesting of restricted stock	(9,221)	(5,709)
Net cash used in financing activities	(24,175)	(478,859)
Effect of foreign exchange rate changes on cash and cash equivalents	(766)	(1,464)
Net increase/(decrease) in cash and cash equivalents	135,700	(84,039)
Cash and cash equivalents at beginning of period	454,397	492,600
Cash and cash equivalents at end of period	\$ 590,097	\$ 408,561
<b>Supplemental disclosure:</b>		
Cash paid for income taxes, net of refunds received	\$ 50,194	\$ 64,155
Cash paid for interest	\$ 3	\$ 66

*See accompanying notes to unaudited interim condensed consolidated financial statements*

**DOLBY LABORATORIES, INC.**  
**NOTES TO UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**1. Basis of Presentation**

***Unaudited Interim Condensed Consolidated Financial Statements***

We have prepared the accompanying unaudited interim condensed consolidated financial statements in accordance with accounting principles generally accepted in the United States ("GAAP"), and with Securities and Exchange Commission ("SEC") rules and regulations, which allow for certain information and footnote disclosures that are normally included in annual financial statements prepared in accordance with GAAP to be condensed or omitted. In our opinion, these unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements for the fiscal year ended September 27, 2013 and include all adjustments necessary for fair presentation. The accompanying unaudited interim condensed consolidated financial statements should be read in conjunction with our consolidated financial statements for the fiscal year ended September 27, 2013, which are included in our Annual Report on Form 10-K filed with the SEC.

The results for the fiscal quarter ended June 27, 2014 are not necessarily indicative of the results to be expected for any subsequent quarterly or annual financial period, including the fiscal year ending September 26, 2014.

***Principles of Consolidation***

The unaudited interim condensed consolidated financial statements include the accounts of Dolby Laboratories and our wholly owned subsidiaries. In addition, we have consolidated the financial results of jointly owned affiliated companies in which our principal stockholder has a controlling interest. We report these controlling interests as a separate line in our consolidated statements of operations as net income attributable to controlling interest and in our consolidated balance sheets as a controlling interest. We eliminate all intercompany accounts and transactions upon consolidation.

***Operating Segments***

We operate as a single reporting segment, and thus all required financial segment information is included in our unaudited interim condensed consolidated financial statements. This determination reflects the fact that our chief operating decision-maker ("CODM"), our Chief Executive Officer, evaluates our financial information and resources, and assesses the performance of these resources on a consolidated basis.

***Use of Estimates***

The preparation of our financial statements in accordance with GAAP requires management to make certain estimates and assumptions that affect the amounts reported and disclosed in our unaudited interim condensed consolidated financial statements and accompanying notes. Significant items subject to such estimates and assumptions include estimated selling prices for elements sold in multiple-element revenue arrangements; valuation allowances for accounts receivable; carrying values of inventories and certain property, plant, and equipment, goodwill and intangible assets; fair values of investments, accrued liabilities including liabilities for unrecognized tax benefits, deferred income tax assets and stock-based compensation. Actual results could differ from our estimates.

***Fiscal Year***

Our fiscal year is a 52 or 53 week period ending on the last Friday in September. The fiscal periods presented herein include the 13 and 39 week periods ended June 27, 2014 and June 28, 2013. Our fiscal year ending September 26, 2014 (fiscal 2014) and our fiscal year ended September 27, 2013 (fiscal 2013) both consist of 52 weeks.

***Reclassifications***

We have reclassified certain prior period amounts within our unaudited interim condensed consolidated financial statements and accompanying notes to conform to our current period presentation. These reclassifications did not affect total revenue, operating income or net income.

## 2. Summary of Significant Accounting Policies

We continually assess any Accounting Standards Updates ("ASUs") or other new accounting pronouncements issued by the Financial Accounting Standards Board ("FASB") to determine their applicability and impact on us. Where it is determined that a new accounting pronouncement will result in a change to our financial reporting, we take the appropriate steps to ensure that such changes are properly reflected in our consolidated financial statements or notes thereto.

### **Recently Issued Accounting Standards**

#### *Adopted Standards*

*Accumulated Other Comprehensive Income.* In February 2013, the FASB issued ASU No. 2013-02, *Comprehensive Income (Topic 220): Reporting of Amounts Reclassified out of Accumulated Other Comprehensive Income*. This new standard, which we adopted in the first quarter of fiscal 2014, adds enhanced disclosure requirements for items reclassified out of Accumulated Other Comprehensive Income ("AOCI") with the intent of helping entities improve the transparency of changes in Other Comprehensive Income ("OCI") and items reclassified out of AOCI in their financial statements. The standard is to be applied on a prospective basis, and requires registrants to disclose either in a single note, or parenthetically on the face of the financial statements, the effect of significant amounts reclassified from each component of AOCI based on its source and the income statement line items affected by the reclassification. Since this new standard only results in changes to our financial statement presentation and does not amend any existing requirements for reporting net income or OCI in the financial statements, adoption of this standard does not impact our financial position or results of operations.

The adoption of new accounting pronouncements has not had a significant impact on our unaudited interim condensed consolidated financial statements or notes thereto, and has not resulted in a change to our significant accounting policies. Furthermore, there have not been any changes to our significant accounting policies from those that were described in our Form 10-K for the prior fiscal year ended September 27, 2013.

#### *Standards Not Yet Effective*

*Revenue Recognition.* On May 28, 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. This new standard will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. The new standard is effective for us on October 1, 2017 and early application is not permitted. The standard permits the use of either the retrospective or cumulative effect transition method. We are evaluating the effect that this standard will have on our consolidated financial statements and related disclosures. We have not yet selected a transition method or determined the effect of the standard on our ongoing financial reporting.

## 3. Composition of Certain Financial Statement Captions

The following tables present detailed information from our consolidated balance sheets as of June 27, 2014 and September 27, 2013 (amounts displayed in thousands, except as otherwise noted).

**Cash, Cash Equivalents, and Investments**

	June 27, 2014	September 27, 2013
Cash and cash equivalents:		
Cash	\$554,315	\$420,069
Cash equivalents:		
Money market funds	833	16,193
U.S. agency securities	32,927	13,135
Commercial paper	—	5,000
Corporate bonds	2,022	—
Total cash and cash equivalents	590,097	454,397
Short-term investments:		
U.S. agency securities	32,449	6,007
Commercial paper	4,985	5,991
Corporate bonds	22,997	43,847
Municipal debt securities	121,015	84,422
Total short-term investments	181,446	140,267
Long-term investments:		
U.S. agency securities	24,982	40,924
Corporate bonds	128,889	90,391
Municipal debt securities	159,134	172,023
Other long-term investments	500 <sup>(2)</sup>	3,000 <sup>(3)</sup>
Total long-term investments	313,505	306,338
<b>Total cash, cash equivalents and investments<sup>(1)</sup></b>	<b>\$1,085,048</b>	<b>\$901,002</b>

(1) Total cash, cash equivalents, and investments exclude \$3.3 million and \$3.2 million of restricted cash as of June 27, 2014 and September 27, 2013.

(2) Other long-term investments include a cost method investment of \$0.5 million as of June 27, 2014 that was made during the second quarter of fiscal 2014.

(3) Other long-term investments include a cost method investment of \$3.0 million as of September 27, 2013. During the second quarter of fiscal 2014, we recorded a write-off charge to reduce the carrying value to zero in recognition of an other-than-temporary impairment.

Our investment portfolio, which is recorded as cash equivalents and both short and long-term investments, consists of the following:

	June 27, 2014			
	Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
Money market funds	\$833	\$—	\$—	\$833
U.S. agency securities	90,359	10	(11)	90,358
Commercial paper	4,985	—	—	4,985
Corporate bonds	153,498	436	(26)	153,908
Municipal debt securities	279,540	639	(30)	280,149
<b>Cash equivalents and investments</b>	<b>\$529,215</b>	<b>\$1,085</b>	<b>\$(67)</b>	<b>\$530,233</b>
	September 27, 2013			
	Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
Money market funds	\$16,193	\$—	\$—	\$16,193
U.S. agency securities	60,126	16	(76)	60,066
Commercial paper	10,991	—	—	10,991
Corporate bonds	134,097	315	(174)	134,238
Municipal debt securities	256,218	384	(157)	256,445
<b>Cash equivalents and investments</b>	<b>\$477,625</b>	<b>\$715</b>	<b>\$(407)</b>	<b>\$477,933</b>

The following tables show the gross unrealized losses and the fair value for those available-for-sale securities that were in an unrealized loss position:

	June 27, 2014					
	Less than 12 months		12 months or greater		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
U.S. agency securities	\$28,438	\$(11)	\$5,000	\$—	\$33,438	\$(11)
Corporate bonds	41,047	(26)	—	—	41,047	(26)
Municipal debt securities	46,354	(19)	2,500	(11)	48,854	(30)
<b>Total</b>	<b>\$115,839</b>	<b>\$(56)</b>	<b>\$7,500</b>	<b>\$(11)</b>	<b>\$123,339</b>	<b>\$(67)</b>

	September 27, 2013					
	Less than 12 months		12 months or greater		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
U.S. agency securities	\$21,407	\$(76)	\$—	\$—	\$21,407	\$(76)
Corporate bonds	53,350	(174)	—	—	53,350	(174)
Municipal debt securities	72,485	(157)	—	—	72,485	(157)
<b>Total</b>	<b>\$147,242</b>	<b>\$(407)</b>	<b>\$—</b>	<b>\$—</b>	<b>\$147,242</b>	<b>\$(407)</b>

The unrealized losses on our available-for-sale securities were primarily as a result of unfavorable changes in interest rates subsequent to the initial purchase of these securities. Although we had certain securities that were in an unrealized loss position as of June 27, 2014, we expect to recover the full carrying value of these securities as we do not intend to, nor do we currently anticipate a need to sell these securities prior to recovering the associated unrealized losses. As a result, we do not consider any portion of the unrealized losses at June 27, 2014 or September 27, 2013 to be an other-than-temporary impairment, nor do we consider any of the unrealized losses to be credit losses.

The following table summarizes the amortized cost and estimated fair value of the available-for-sale securities within our investment portfolio based on stated maturities as of June 27, 2014 and September 27, 2013, which are recorded within cash equivalents and both short and long-term investments in our consolidated balance sheets:

	June 27, 2014		September 27, 2013	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Due within 1 year	\$214,161	\$214,330	\$158,275	\$158,402
Due in 1 to 2 years	189,504	190,087	172,993	173,373
Due in 2 to 3 years	124,716	124,986	130,164	129,965
<b>Total</b>	<b>\$528,381</b>	<b>\$529,403</b>	<b>\$461,432</b>	<b>\$461,740</b>

### Accounts Receivable

	June 27, 2014	September 27, 2013
<b>Accounts Receivable, Net</b>		
Trade accounts receivable	\$73,699	\$86,823
Accounts receivable related to patent administration program	22,678	11,151
Accounts Receivable, Gross	96,377	97,974
Less: allowance for doubtful accounts	(1,118)	(514)
<b>Accounts Receivable, Net</b>	<b>\$95,259</b>	<b>\$97,460</b>

### Inventories

	June 27, 2014	September 27, 2013
<b>Inventory</b>		
Raw materials	\$936	\$2,050
Work in process	94	—
Finished goods	8,155	8,043
<b>Total</b>	<b>\$9,185</b>	<b>\$10,093</b>

Inventories are stated at the lower of cost (first-in, first-out) or market. Inventory with a consumption period expected to exceed twelve months is recorded within other non-current assets in our consolidated balance sheets. We have included \$2.2 million and \$4.0 million of raw materials inventory within other non-current assets in our

consolidated balance sheets as of June 27, 2014 and September 27, 2013, respectively. The majority of the inventory included in non-current assets was purchased in bulk in fiscal 2012 to obtain a significant volume discount, and is expected to be consumed over a period that exceeds twelve months. Based on anticipated inventory consumption rates, and aside from existing write-downs due to excess inventory, we do not believe that material risk of obsolescence exists prior to ultimate sale.

#### **Prepaid Expenses and Other Current Assets**

<b>Prepaid Expenses And Other Current Assets</b>	<b>June 27, 2014</b>	<b>September 27, 2013</b>
Prepaid expenses	\$13,041	\$10,195
Other current assets	7,501	10,863
Income tax receivable	1,904	7,891
<b>Total</b>	<b>\$22,446</b>	<b>\$28,949</b>

During the third quarter of fiscal 2014, we sold the land and building from one of our properties located in Wootton Bassett, U.K for \$3.3 million. In connection with the sale, we recognized a gain of \$0.4 million in other income. Prior to sale, the carrying value of both the land and building sold as part of this transaction as well as a parcel of adjacent land not part of the sale were classified as held for sale and included in other current assets as management had previously committed to a plan to sell these properties. Management still intends to sell the remaining unsold parcel of land within the next twelve months, and will therefore continue to classify it as held for sale. Accordingly, other current assets as of June 27, 2014 includes the carrying value of this parcel of land of \$1.0 million.

#### **Property, Plant and Equipment**

<b>Property, Plant And Equipment</b>	<b>June 27, 2014</b>	<b>September 27, 2013</b>
Land	\$46,208	\$46,049
Buildings	32,665	32,305
Leasehold improvements	67,499	64,991
Machinery and equipment	45,089	38,408
Computer systems and software	102,155	91,939
Furniture and fixtures	13,589	13,490
Construction in progress	107,378	88,872
Property, Plant And Equipment, Gross	414,583	376,054
Less: accumulated depreciation	(162,194)	(133,137)
<b>Property, Plant And Equipment, Net</b>	<b>\$252,389</b>	<b>\$242,917</b>

Property, plant and equipment are recorded at cost, with depreciation expense included in cost of products, cost of services, research and development expenses, sales and marketing expenses and general and administrative expenses in our consolidated statements of operations.

During fiscal 2012, we purchased commercial office property in San Francisco, California for approximately \$109.8 million. Based on a fair value analysis, we allocated \$35.5 million of the property's purchase price to the land and \$74.3 million to the building. We are currently in the process of making substantial improvements to the property in order to prepare the building for its intended use as our new worldwide headquarters. As such, construction in progress as of the end of both fiscal periods presented above includes the book value of the building and related costs of construction.

Additionally, we purchased a commercial office building in Sunnyvale, California for \$19.7 million subsequent to the June 27, 2014 fiscal quarter-end. Refer to Note 13 "Subsequent Events" for additional information on this transaction.

#### **Goodwill and Intangible Assets**

We completed our annual goodwill impairment assessment in the fiscal quarter ended June 27, 2014 related to our consolidated balance of goodwill of \$280.0 million. We determined, after performing step one of the two-step goodwill impairment assessment, that there was no goodwill impairment. We did not incur any goodwill impairment losses in either the fiscal year-to-date period ended June 27, 2014 or June 28, 2013.

The following table outlines changes to the carrying amount of goodwill:

	<b>Goodwill</b>
<b>Balance at September 27, 2013</b>	<b>\$279,724</b>
Translation adjustments	242
<b>Balance at June 27, 2014</b>	<b>\$279,966</b>

Intangible assets subject to amortization consist of the following:

Intangible Assets, Net	June 27, 2014			September 27, 2013		
	Cost	Accumulated Amortization	Net	Cost	Accumulated Amortization	Net
Acquired patents and technology	\$100,012	\$(59,195)	\$40,817	\$79,925	\$(51,267)	\$28,658
Customer relationships	30,725	(21,983)	8,742	30,723	(19,592)	11,131
Other intangibles	21,000	(20,334)	666	20,992	(19,466)	1,526
<b>Total</b>	<b>\$151,737</b>	<b>\$(101,512)</b>	<b>\$50,225</b>	<b>\$131,640</b>	<b>\$(90,325)</b>	<b>\$41,315</b>

Amortization expense for our intangible assets is included in cost of licensing, cost of products, research and development and sales and marketing expenses in our consolidated statements of operations. As of June 27, 2014, expected amortization expense of our intangible assets in future periods is as follows:

Fiscal Year	Amortization Expense
Remainder of Fiscal 2014	\$4,008
2015	13,626
2016	11,445
2017	8,302
2018	2,999
Thereafter	9,845
<b>Total</b>	<b>\$50,225</b>

#### **Accrued Liabilities**

Accrued Liabilities	June 27, 2014	September 27, 2013
Accrued royalties	\$9,293	\$6,075
Amounts payable to joint licensing program partners	46,185	40,091
Accrued compensation and benefits	58,684	54,423
Accrued professional fees	6,840	4,402
Other accrued liabilities	32,068	32,804
<b>Total</b>	<b>\$153,070</b>	<b>\$137,795</b>

#### **Other Non-Current Liabilities**

Other Non-Current Liabilities	June 27, 2014	September 27, 2013
Supplemental retirement plan obligations	\$2,315	\$2,144
Non-current tax liabilities	33,188	30,986
Other liabilities	12,465	12,311
<b>Total</b>	<b>\$47,968</b>	<b>\$45,441</b>

#### **4. Earnings Per Share**

Basic earnings per share ("EPS") is computed by dividing net income attributable to Dolby Laboratories, Inc. by the number of weighted-average shares of Class A and Class B common stock outstanding during the period. Through application of the treasury stock method, diluted EPS is computed in the same manner, except that the number of weighted-average shares outstanding is increased by the number of potentially dilutive shares from employee incentive plans during the period. Potentially dilutive shares include the hypothetical number of shares issued under the assumed exercise of outstanding stock options, vesting of outstanding restricted stock units, and shares issued under our employee stock purchase plan.

Basic and diluted EPS are computed independently for each fiscal quarter and year-to-date period presented, which involves the use of different weighted-average share count figures relating to quarterly and annual periods. As a result, and after factoring the effect of rounding to the nearest cent per share, the sum of all four quarter-to-date EPS figures may not equal year-to-date EPS.

The following table sets forth the computation of basic and diluted EPS attributable to Dolby Laboratories, Inc. (in thousands, except per share amounts):

	Fiscal Quarter Ended		Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013	June 27, 2014	June 28, 2013
<b>Numerator:</b>				
Net income attributable to Dolby Laboratories, Inc.	\$39,779	\$30,216	\$160,162	\$143,476
<b>Denominator:</b>				
Weighted-average shares outstanding—basic	102,350	101,751	102,131	101,917
Potential common shares from options to purchase common stock	616	307	500	293
Potential common shares from restricted stock units	976	973	974	789
Weighted-average shares outstanding—diluted	103,942	103,031	103,605	102,999
Net income per share attributable to Dolby Laboratories, Inc.:				
Basic	\$0.39	\$0.30	\$1.57	\$1.41
Diluted	\$0.38	\$0.29	\$1.55	\$1.39
Antidilutive awards excluded from calculation:				
Stock options	3,563	5,048	3,915	5,274
Restricted stock units	184	354	1,756	1,769

## 5. Fair Value Measurements

Under our investment management strategy, we use cash holdings to purchase investment grade securities that are diversified among security types, industries and issuers. Each of the investments within our investment portfolio is measured at fair value, and is recorded within cash equivalents and both short and long-term investments in our consolidated balance sheets. With the exception of our mutual fund investments held in our supplemental retirement plan which are classified as trading securities, all of our investments are classified as available-for-sale securities. Our investments primarily consist of municipal debt securities, commercial paper, corporate bonds and United States agency securities. In addition to the security types noted above, our cash and cash equivalents also consist of highly-liquid money market funds. Consistent with our investment policy, none of the municipal debt investments that we hold are supported by letters of credit or standby purchase agreements.

Fair value is the exchange price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability, in an orderly transaction between market participants at the measurement date. We minimize the use of unobservable inputs and use observable market data, if available, when determining fair value. We classify our inputs to measure fair value using the following three-level hierarchy:

Level 1: Quoted prices in active markets at the measurement date for identical assets and liabilities.

Level 2: Prices may be based upon quoted prices in active markets or inputs not quoted on active markets but are corroborated by market data.

Level 3: Unobservable inputs are used when little or no market data is available and reflect management's estimates of assumptions that market participants would use in pricing the asset or liability.

The following tables present information about the fair value of our financial assets and liabilities measured on a recurring basis, and indicates the classification within the fair value hierarchy of the valuation inputs utilized to determine fair value (in thousands):

	June 27, 2014			
	Level 1	Level 2	Level 3	Total
<b>Assets:</b>				
Investments held in supplemental retirement plan (1)	\$2,413	\$—	\$—	\$2,413
Money market funds (2)	833	—	—	833
U.S. agency securities (2), (3), (4)	90,358	—	—	90,358
Commercial paper (3)	—	4,985	—	4,985
Corporate bonds (2), (3), (4)	—	153,908	—	153,908
Municipal debt securities (3), (4)	—	280,149	—	280,149
<b>Total</b>	<b>\$93,604</b>	<b>\$439,042</b>	<b>\$—</b>	<b>\$532,646</b>
<b>Liabilities:</b>				
Investments held in supplemental retirement plan (5)	\$2,413	\$—	\$—	\$2,413
<b>Total</b>	<b>\$2,413</b>	<b>\$—</b>	<b>\$—</b>	<b>\$2,413</b>

	September 27, 2013			
	Level 1	Level 2	Level 3	Total
<b>Assets:</b>				
Investments held in supplemental retirement plan (1)	\$2,242	\$—	\$—	\$2,242
Money market funds (2)	16,193	—	—	16,193
U.S. agency securities (2), (3), (4)	60,066	—	—	60,066
Commercial paper (2), (3)	—	10,991	—	10,991
Corporate bonds (3), (4)	—	134,238	—	134,238
Municipal debt securities (3), (4)	—	256,445	—	256,445
<b>Total</b>	<b>\$78,501</b>	<b>\$401,674</b>	<b>\$—</b>	<b>\$480,175</b>
<b>Liabilities:</b>				
Investments held in supplemental retirement plan (5)	\$2,242	\$—	\$—	\$2,242
<b>Total</b>	<b>\$2,242</b>	<b>\$—</b>	<b>\$—</b>	<b>\$2,242</b>

- (1) These assets are included within prepaid expenses and other current assets and within other non-current assets.  
(2) These assets are included within cash and cash equivalents.  
(3) These assets are included within short-term investments.  
(4) These assets are included within long-term investments.  
(5) These liabilities are included within accrued liabilities and within other non-current liabilities.

We base the fair value of our Level 1 financial instruments, which are traded in active markets, using quoted market prices for identical instruments.

We obtain the fair value of our Level 2 financial instruments from a professional pricing service, which may use quoted market prices for identical or comparable instruments, or model driven valuations using observable market data or inputs corroborated by observable market data. To validate the fair value determination provided by our primary pricing service, we perform quality controls over values received, which include comparing our pricing service provider's assessment of the fair values of our investment securities against the fair values of our investment securities obtained from another independent source, reviewing the pricing movement in the context of overall market trends, and reviewing trading information from our investment managers. In addition, we assess the inputs and methods used in determining the fair value in order to determine the classification of securities in the fair value hierarchy.

We did not own any Level 3 financial assets or liabilities as of June 27, 2014 or September 27, 2013.

## 6. Stockholders' Equity and Stock-Based Compensation

We provide stock-based awards as a form of compensation for employees, officers and directors. We have issued stock-based awards in the form of stock options, restricted stock units ("RSUs") and stock appreciation rights ("SARs") under our equity incentive plans, as well as shares under our Employee Stock Purchase Plan ("ESPP").

### **Common Stock - Class A and Class B**

Our Board of Directors has authorized two classes of common stock, Class A and Class B. At June 27, 2014, we had authorized 500,000,000 Class A shares and 500,000,000 Class B shares. At June 27, 2014, we had 49,199,196 shares of Class A common stock and 52,902,393 shares of Class B common stock issued and outstanding. Holders of our Class A and Class B common stock have identical rights, except that holders of our Class A common stock are entitled to one vote per share and holders of our Class B common stock are entitled to ten votes per share. Shares of Class B common stock can be converted to shares of Class A common stock at any time at the option of the stockholder and automatically convert upon sale or transfer, except for certain transfers specified in our amended and restated certificate of incorporation.

### **Stock Incentive Plans**

*2000 Stock Incentive Plan.* Effective October 2000, we adopted the 2000 Stock Incentive Plan. The 2000 Stock Incentive Plan, as amended, provides for the issuance of incentive and non-qualified stock options to our employees, directors, and consultants to purchase up to 15.1 million shares of Class B common stock. Under the terms of this plan, options became exercisable as established by the Board of Directors (ratably over four years), and expire ten years after the date of the grant. Options issued under the plan were made at their grant-date fair market value. Subsequent to fiscal 2005, no further options were granted under this plan. The 2000 Stock Incentive Plan terminated on October 1, 2010 and no shares of our common stock remained available for future issuance under that plan other than pursuant to outstanding options. As of June 27, 2014, there were options outstanding to purchase 17,611 shares of Class B common stock, all of which were vested and exercisable, with a remaining weighted-average contractual life of 0.3 years.

*2005 Stock Plan.* In January 2005, our stockholders approved our 2005 Stock Plan, which our Board of Directors adopted in November 2004. The 2005 Stock Plan became effective on February 16, 2005, the day prior to the completion of our initial public offering. Our 2005 Stock Plan, as amended and restated, provides for the ability to grant incentive stock options ("ISOs"), nonstatutory stock options ("NQs"), restricted stock, RSUs, SARs, deferred stock units, performance units, performance bonus awards and performance shares. A total of 29.0 million shares of our Class A common stock is authorized for issuance under the 2005 Stock Plan. For awards granted prior to February 2011, any shares subject to an award with a per share price less than the fair market value of our Class A common stock on the date of grant and any shares subject to an outstanding RSU award will be counted against the authorized share reserve as two shares for every one share subject to the award, and if returned to the 2005 Stock Plan, such shares will be counted as two shares for every one share returned. For those awards granted from February 2011 onward, any shares subject to an award with a per share price less than the fair market value of our Class A common stock on the date of grant and any shares subject to an outstanding RSU award will be counted against the authorized share reserve as 1.6 shares for every one share subject to the award, and if returned to the 2005 Stock Plan, such shares will be counted as 1.6 shares for every one share returned.

As of June 27, 2014, there were options outstanding to purchase 7.9 million shares of Class A common stock, of which 3.3 million were vested and exercisable. The options outstanding have a remaining weighted-average contractual life of 7.6 years.

*Stock Options.* Stock options are generally granted at fair market value on the date of grant. Options granted to employees and officers prior to June 2008 generally vest over four years, with equal annual cliff-vesting and expire on the earlier of 10 years after the date of grant or 3 months after termination of service. Options granted to employees and officers from June 2008 onward generally vest over four years, with 25% of the shares subject to the option becoming exercisable on the one-year anniversary of the date of grant and the balance of the shares vesting in equal monthly installments over the following 36 months. These options expire on the earlier of 10 years after the date of grant or 3 months after termination of service. All options granted vest over the requisite service period and upon the exercise of stock options, we issue new shares of Class A common stock under the 2005 Stock Plan and new shares of Class B common stock under the 2000 Stock Incentive Plan. Our 2005 Stock Plan also allows us to grant stock awards which vest based on the satisfaction of specific performance criteria.

The following table summarizes information about stock options issued under our 2000 Stock Incentive Plan and 2005 Stock Plan:

	Shares (in thousands)	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value <sup>(1)</sup> (in thousands)
Options outstanding at September 27, 2013	6,385	\$29.82		
Grants	2,442	37.96		
Exercises	(669)	25.58		
Forfeitures and cancellations	(246)	31.24		
Options outstanding at June 27, 2014	7,912	32.65	7.6	\$76,481
Options vested and expected to vest at June 27, 2014	7,581	32.60	7.6	73,678
<b>Options exercisable at June 27, 2014</b>	<b>3,278</b>	<b>30.01</b>	<b>5.9</b>	<b>40,842</b>

(1) Aggregate intrinsic value is based on the closing price of our common stock on June 27, 2014 of \$42.18 and excludes the impact of options that were not in-the-money.

**Restricted Stock Units.** Beginning in fiscal 2008, we began granting RSUs to certain directors, officers and employees under our 2005 Stock Plan. Awards granted to employees and officers generally vest over four years, with equal annual cliff-vesting. Awards granted to directors prior to November 2010 generally vest over three years, with equal annual cliff-vesting. Awards granted after November 2010 and prior to fiscal 2014 to new directors vest over approximately two years, with 50% vesting per year, while awards granted from November 2010 onward to ongoing directors generally vest over approximately one year. Awards granted to new directors from fiscal 2014 onward vest on the earlier of the first anniversary of the award's date of grant, or the day immediately preceding the date of the next annual meeting of stockholders that occurs after the award's date of grant. Our 2005 Stock Plan also allows us to grant RSUs which vest based on the satisfaction of specific performance criteria, although no such awards have been granted as of June 27, 2014. At each vesting date, the holder of the award is issued shares of our Class A common stock. Compensation expense from these awards is equal to the fair market value of our common stock on the date of grant and is recognized on a straight-line basis over the requisite service period.

The following table summarizes information about RSUs issued under our 2005 Stock Plan:

	Shares (in thousands)	Weighted-Average Grant Date Fair Value
Non-vested at September 27, 2013	2,853	\$34.66
Granted	1,237	38.21
Vested	(746)	36.65
Forfeitures	(187)	34.84
<b>Non-vested at June 27, 2014</b>	<b>3,157</b>	<b>35.57</b>

**Stock Appreciation Rights.** We have previously granted stock appreciation rights to certain of our foreign employees. These awards are settled in cash rather than stock, and are classified as liability awards.

**Employee Stock Purchase Plan.** Our plan allows eligible employees to have up to 10 percent of their eligible compensation withheld and used to purchase Class A common stock, subject to a maximum of \$25,000 worth of stock purchased in a calendar year or no more than 1,000 shares in an offering period, whichever is less. An offering period consists of successive six-month purchase periods, with a look back feature to our stock price at the commencement of a one-year offering period. The plan provides for a discount equal to 15 percent of the closing price of our common stock on the New York Stock Exchange on the last day of the purchase period and for overlapping one-year offering periods. The plan also includes an automatic reset feature that provides for an offering period to be reset and recommenced to a new lower-priced offering if the offering price of a new offering period is less than that of the immediately preceding offering period.

#### **Stock Option Valuation Assumptions**

We use the Black-Scholes option pricing model to determine the estimated fair value of employee stock options at the date of the grant. The Black-Scholes model includes inputs that require us to make certain estimates and assumptions regarding the expected term of the award, as well as the future risk-free interest rate and volatility of our stock price over this expected term of the award.

**Expected Term.** The expected term of an award represents the estimated period of time that options granted will remain outstanding, and is measured from the grant date to the date at which the option is either exercised or canceled. Our determination of the expected term involves an evaluation of historical terms and other factors such as the exercise and termination patterns of our employees who hold options to acquire our common stock, and is based on certain assumptions made regarding the future exercise and termination behavior.

**Risk-Free Interest Rate.** The risk-free interest rate is based on the yield curve of United States Treasury instruments in effect on the date of grant. In determining an estimate for the risk-free interest rate, we use average interest rates based on these instruments' constant maturities with a term that approximates and corresponds with the expected term of our awards.

**Expected Stock Price Volatility.** The expected volatility represents the estimated volatility in the price of our common stock over a time period that approximates the expected term of the awards, and is determined using a blended combination of historical and implied volatility. Historical volatility is representative of the historical trends in our stock price for periods preceding the measurement date since our initial public offering. Implied volatility is based upon externally traded option contracts of our common stock.

**Dividend Yield.** The dividend yield is based on our anticipated dividend payout over the expected term of our option awards. As we do not currently intend to pay dividends, the expected dividend yield is zero for all equity awards granted.

The weighted-average assumptions used in the determination of the fair value of our stock options were as follows:

	Fiscal Quarter Ended		Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013	June 27, 2014	June 28, 2013
Expected term (in years)	4.58	4.37	4.58	4.37
Risk-free interest rate	1.5%	0.6%	1.4%	0.5%
Expected stock price volatility	31.5%	35.3%	32.0%	40.4%
Dividend yield	—	—	—	—

### Compensation Expense

Stock-based compensation expense for equity awards granted to employees is determined by estimating their fair value on the date of grant, and recognizing that value as an expense on a straight-line basis over the requisite service period in which our employees earn the awards. Compensation expense related to these equity awards is recognized net of estimated forfeitures, which reduce the expense recorded in the consolidated statements of operations. We determine our estimated forfeiture rate based on an evaluation of historical forfeitures and revise our estimate, if necessary, in subsequent periods if actual forfeitures differ from our estimate.

The two tables shown below separately present stock-based compensation expense both by award type and classification in our consolidated statements of operations (in thousands). No compensation cost was capitalized in either the fiscal quarter or year-to-date periods ended June 27, 2014 or June 28, 2013.

### Compensation Expense - By Award Type

	Fiscal Quarter Ended		Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013	June 27, 2014	June 28, 2013
Compensation Expense - By Type				
Stock options	\$5,121	\$5,438	\$14,378	\$17,437
Restricted stock units	9,899	10,967	31,721	29,826
Employee stock purchase plan	946	878	2,674	2,669
Total stock-based compensation	15,966	17,283	48,773	49,932
Benefit from income taxes	(4,700)	(5,143)	(14,386)	(15,053)
<b>Total stock-based compensation, net of tax</b>	<b>\$11,266</b>	<b>\$12,140</b>	<b>\$34,387</b>	<b>\$34,879</b>

*Compensation Expense - By Income Statement Line Item Classification*

	Fiscal Quarter Ended		Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013	June 27, 2014	June 28, 2013
Compensation Expense - By Classification				
Cost of products	\$193	\$187	\$600	\$585
Cost of services	97	84	297	308
Research and development	4,476	4,133	13,672	13,033
Sales and marketing	5,764	5,569	17,121	16,736
General and administrative	5,436	5,443	17,083	17,403
Restructuring	—	1,867	—	1,867
<b>Total stock-based compensation expense</b>	<b>\$15,966</b>	<b>\$17,283</b>	<b>\$48,773</b>	<b>\$49,932</b>

The tax benefit that we recognize from certain exercises of ISOs and shares issued under our ESPP are excluded from the tables above. This benefit was as follows (in thousands):

	Fiscal Quarter Ended		Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013	June 27, 2014	June 28, 2013
Tax benefit - stock option exercises & shares issued under ESPP	\$148	\$220	\$458	\$360

*Unrecognized Compensation Expense.* At June 27, 2014, total unrecorded compensation expense associated with employee stock options expected to vest was approximately \$48.8 million, which is expected to be recognized over a weighted-average period of 2.7 years. At June 27, 2014, total unrecorded compensation expense associated with RSUs expected to vest was approximately \$82.3 million, which is expected to be recognized over a weighted-average period of 2.7 years.

***Special Dividend and Equity Award Modification***

On December 11, 2012, our Board of Directors declared a special dividend ("dividend") in the amount of \$4.00 per share on our Class A and Class B common stock. Payment of the dividend was made on December 27, 2012 to all stockholders of record as of the close of business on December 21, 2012 ("Record Date"). Based on the 102,051,386 shares of Class A and Class B common stock outstanding as of the record date, the total dividend payment was \$408.2 million.

In connection with the declaration of this dividend in the first quarter of fiscal 2013, we adjusted the number and exercise price of certain eligible outstanding stock options and SARs granted under our 2005 Stock Plan and 2000 Stock Incentive Plan in a manner intended to preserve the pre-cash dividend economic value of these awards. Eligible awards include stock options and SARs that were granted prior to December 2012 and were outstanding as of the day following the record date, with the exception of stock options held by employees in Australia that were not adjusted due to tax considerations. The modification of these existing awards at the dividend declaration date resulted in a total net incremental compensation cost of approximately \$7.9 million, which is being recognized over the vesting periods of the original awards, determined on a grant-by-grant basis, based on the extent to which the awards were vested as of the date of modification. The incremental charge related to all fully-vested awards as of the modification date was recognized immediately in the first quarter of fiscal 2013, while the vesting period for those awards not fully-vested at the time of modification range from one to four years. Of the total incremental charge, approximately \$0.9 million and \$4.2 million was recognized in the fiscal year-to-date period ended June 27, 2014 and June 28, 2013, respectively.

Additionally, all outstanding RSUs under the 2005 Stock Plan that were unvested on the day following the record date, including RSUs that were granted on the record date, were modified to allow for the granting of a dividend equivalent (as such term is defined in the 2005 Stock Plan) with respect to each share of our Class A common stock underlying the unvested RSU. The dividend equivalent is payable in cash in a per share amount equal to the per share cash dividend on the same date that the related underlying RSU shares vest. The granting of the dividend equivalent for all outstanding RSUs resulted in a total net incremental compensation cost of approximately \$11.9 million, which is being recognized over the remaining vesting periods of the RSUs at the date of modification, determined on a grant-by-grant basis. These vesting periods range from one to four years beginning on the first anniversary of the grant. Of the total incremental charge, approximately \$2.4 million and \$3.5 million was recognized in the fiscal year-to-date period ended June 27, 2014 and June 28, 2013, respectively.

### Common Stock Repurchase Program

In November 2009, we announced a stock repurchase program ("program"), providing for the repurchase of up to \$250.0 million of our Class A common stock. The following table summarizes the initial amount of authorized repurchases as well as additional repurchases approved by our Board of Directors (in thousands):

Authorization Period	Authorization Amount
Fiscal 2010: November 2009	\$250,000
Fiscal 2010: July 2010	300,000
Fiscal 2011: July 2011	250,000
Fiscal 2012: February 2012	100,000
<b>Total</b>	<b>\$900,000</b>

Stock repurchases under the program may be made through open market transactions, negotiated purchases, or otherwise, at times and in amounts that we consider appropriate. The timing of repurchases and the number of shares repurchased depend upon a variety of factors, including price, regulatory requirements, the rate of dilution from our equity compensation plans and other market conditions. The program does not have a specified expiration date, and can be limited, suspended or terminated at our discretion at any time without prior notice. Shares repurchased under the program will be returned to the status of authorized but unissued shares of Class A common stock. As of June 27, 2014, the remaining authorization to purchase additional shares is approximately \$75.1 million.

The following table provides information regarding share repurchase activity under the program during fiscal 2014:

Quarterly Repurchase Activity	Shares Repurchased	Cost <sup>(1)</sup>	Average Price Paid Per Share <sup>(2)</sup>
		(in thousands)	
Q1 - Quarter ended December 27, 2013	330,000	\$11,660	\$35.32
Q2 - Quarter ended March 28, 2014	—	—	—
Q3 - Quarter ended June 27, 2014	730,000	29,298	40.12
<b>Total</b>	<b>1,060,000</b>	<b>\$40,958</b>	

(1) Cost of share repurchases includes the price paid per share and applicable commissions.

(2) Average price paid per share excludes commission costs.

### 7. Restructuring

*Fiscal 2014 Restructuring Plan.* In October 2013, we implemented a plan to reorganize and consolidate certain activities and positions within our global business infrastructure. As a result, we recorded \$3.3 million in restructuring costs during the fiscal year-to-date period ended June 27, 2014, representing severance and other related benefits offered to approximately 50 employees that were affected as a result of this action.

Changes in restructuring accruals under this restructuring plan were as follows (in thousands):

	Severance and associated costs
Restructuring charges	\$3,301
Cash payments	(3,025)
Non-cash and other adjustments	(5)
<b>Balance at June 27, 2014</b>	<b>\$271</b>

During the fiscal quarter ended June 27, 2014, we recognized a \$0.7 million credit representing the release of a facility exit obligation accrued under our Fiscal 2013 Restructuring Plan following the sale of certain property located in Wootton Bassett, U.K during the quarter. Aside from the release of this liability, there was no other activity relating to our Fiscal 2013 Restructuring Plan during the fiscal quarter ended June 27, 2014.

Accruals for restructuring charges are included within accrued liabilities in the accompanying consolidated balance sheets while restructuring charges are included within restructuring charges in the accompanying consolidated statements of operations.

## 8. Income Taxes

Our income tax expense, deferred tax assets and liabilities, and reserves for unrecognized tax benefits reflect management's best assessment of estimated current and future taxes to be paid. We are subject to income taxes in the United States and numerous foreign jurisdictions. Significant judgments and estimates are required in determining the consolidated income tax expense.

### *Unrecognized Tax Benefit*

Our gross unrecognized tax benefit is reduced by a liability recorded so that our unrecognized tax benefit represents the amount that we ultimately expect to be realized. As of June 27, 2014, the total amount of gross unrecognized tax benefits was \$33.9 million, of which \$22.1 million, if recognized, would reduce our effective tax rate. Our net liability for unrecognized tax benefits is classified within other non-current liabilities in our consolidated balance sheets.

### *Withholding Taxes*

We recognize licensing revenue gross of withholding taxes, which our licensees remit directly to their local tax authorities, and for which we receive a related foreign tax credit in our income tax provision. The foreign current tax includes this withholding tax expense while the appropriate foreign tax credit benefit is included in current federal and foreign taxes. Withholding taxes were as follows (in thousands):

	Fiscal Quarter Ended		Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013	June 27, 2014	June 28, 2013
Withholding Taxes	\$12,022	\$8,970	\$35,120	\$30,261

### *Effective Tax Rate*

Each period, the combination of multiple different factors can impact our effective tax rate. These factors include both recurring items such as tax rates and the relative amount of income earned in foreign jurisdictions, as well as discrete items that may occur in, but are not necessarily consistent between periods.

Our effective tax rate increased from 19% in the third quarter of fiscal 2013 to 22% in the third quarter of fiscal 2014, which reflects reduced benefits from federal R&D tax credits that were retroactively reinstated in January 2013 and which expired in December 2013. Additionally, we received a benefit to our effective tax rate in the third quarter of fiscal 2013 related to the re-organization of a foreign subsidiary which resulted in the release of certain deferred tax liabilities. The overall increase in the rate was partially offset by the benefit received during the third quarter of fiscal 2014 from a higher proportion of overall earnings attributable to lower tax-rate jurisdictions.

On a year-to-date basis, our effective tax rate remained unchanged as it was 25% in both the fiscal year-to-date period ended June 27, 2014 and 25% in the fiscal year-to-date period ended June 28, 2013 and reflects the same factors as discussed above.

## 9. Accumulated Other Comprehensive Income

Other comprehensive income ("OCI") consists of two components: unrealized gains or losses on our available-for-sale marketable investment securities and the gain or loss from foreign currency translation adjustments. Until realized and reported as a component of net income, these comprehensive income items accumulate and are included within accumulated other comprehensive income ("AOCI"), a subsection within stockholders' equity in our consolidated balance sheet. Unrealized gains and losses on our investment securities are reclassified from AOCI into earnings when realized upon sale, and are determined based on specific identification of securities sold. Gains and losses from the translation of assets and liabilities denominated in non-U.S. dollar functional currencies are included in AOCI.

The following table summarizes the changes in the accumulated balances during the period, and includes information regarding the manner in which the reclassifications out of AOCI into earnings affect our consolidated statements of operations (in thousands):

	Fiscal Quarter Ended June 27, 2014			Fiscal Year-To-Date Ended June 27, 2014		
	Unrealized Gain/Loss - Investments	Currency Translation Adjustments	Total	Unrealized Gain/Loss - Investments	Currency Translation Adjustments	Total
<b>Balance, Beginning Of Period</b>	<b>\$380</b>	<b>\$8,314</b>	<b>\$8,694</b>	<b>\$203</b>	<b>\$7,611</b>	<b>\$7,814</b>
Other Comprehensive Income Before Reclassifications:						
Unrealized Gains - Investment Securities	484		484	1,055		1,055
Foreign Currency Translation Gains/(Losses) (1)		(366)	(366)		401	401
Income Tax Effect - Benefit/(Expense) (2)	(173)	71	(102)	(377)	7	(370)
Net Of Tax	311	(295)	16	678	408	1,086
Amounts Reclassified From AOCI Into Earnings:						
Realized (Gains) - Investment Securities (1)	(49)		(49)	(345)		(345)
Income Tax Effect - Expense (2)	17		17	123		123
Net Of Tax	279	(295)	(16)	456	408	864
<b>Balance, End Of Period</b>	<b>\$659</b>	<b>\$8,019</b>	<b>\$8,678</b>	<b>\$659</b>	<b>\$8,019</b>	<b>\$8,678</b>

(1) Realized gains or losses from the sale of our available-for-sale investment securities or from foreign currency translation adjustments are included within other income/expense, net in our consolidated statements of operations.

(2) The income tax benefit or expense is included within provision for income taxes in our consolidated statements of operations.

## 10. Commitments and Contingencies

In the ordinary course of business, we enter into contractual agreements with third parties that include non-cancelable payment obligations, for which we are liable in future periods. These arrangements can include terms binding us to minimum payments and/or penalties if we terminate the agreement for any reason other than an event of default as described by the agreement. The following table presents a summary of our contractual obligations and commitments as of June 27, 2014 (in thousands):

	Payments Due By Fiscal Period						
	Remainder Of Fiscal 2014	Fiscal 2015	Fiscal 2016	Fiscal 2017	Fiscal 2018	Thereafter	Total
Naming rights	\$—	\$7,432	\$7,525	\$7,619	\$7,715	\$118,699	\$148,990
Operating leases	4,625	15,481	10,458	9,056	7,939	40,329	87,888
Purchase obligations	1,681	3,082	1,454	67	—	—	6,284
<b>Total</b>	<b>\$6,306</b>	<b>\$25,995</b>	<b>\$19,437</b>	<b>\$16,742</b>	<b>\$15,654</b>	<b>\$159,028</b>	<b>\$243,162</b>

**Naming Rights.** In fiscal 2012, we entered into an agreement for naming rights and related benefits with respect to the Dolby Theatre in Hollywood, California, the location of the Academy Awards®. The term of the agreement is 20 years, over which we will make payments on a semi-annual basis. Our payment obligations are conditioned in part on the Academy Awards® being held and broadcast from the Dolby Theatre.

**Operating Lease Payments.** Operating lease payments represent our commitments for future minimum rent made under non-cancellable leases for office space, including those payable to our principal stockholder and portions attributable to the controlling interests in our wholly owned subsidiaries.

**Purchase Obligations.** Purchase obligations primarily consist of our commitments made under agreements to purchase goods and services for purposes that include IT and telecommunications, marketing and professional services, and manufacturing and other research and development activities.

**Indemnification Clauses.** On a limited basis, our contractual agreements will contain a clause under which we have agreed to provide indemnification to the counterparty, most commonly to licensees in connection with licensing arrangements that include our intellectual property. Additionally, and although not a contractual requirement, we have at times elected to defend our licensees from third party intellectual property infringement claims. Since the terms and conditions of the indemnification clauses vary in scope and duration, we are unable to make a reasonable estimate of the maximum amount of exposure that we could potentially have for such clauses. Furthermore, we have not historically made any payments in connection with any such obligation and believe there to be a remote likelihood that any potential exposure in future periods would be of a material amount. As a result, no amounts have been accrued in our unaudited interim condensed consolidated financial statements with respect to the contingent aspect of these indemnities.

## **11. Legal Proceedings**

In December 2013, the Korean Fair Trade Commission ("KFTC") initiated a review of the Company under Korean competition law. In March 2014, the National Development and Reform Commission of China ("NDRC") initiated a review under the Chinese competition laws. The KFTC and NDRC have requested information relating to our business practices in Korea and China, respectively. We are cooperating with the KFTC and NDRC as they conduct their reviews.

We are involved in various legal proceedings that occasionally arise in the normal course of business. These can include claims of alleged infringement of intellectual property rights, commercial, employment and other matters. In our opinion, resolution of these proceedings is not expected to have a material adverse impact on our operating results or financial condition. Given the unpredictable nature of legal proceedings, it is possible that an unfavorable resolution of one or more such proceedings could materially affect our future operating results or financial condition in a particular period; however, based on the information known by us as of the date of this filing and the rules and regulations applicable to the preparation of our unaudited interim condensed financial statements, any such amount is either immaterial, or it is not possible to provide an estimated amount of any such potential loss.

## **12. Acquisitions**

On February 23, 2014, we entered into a definitive agreement to acquire Doremi Labs ("Doremi"), a privately held company, for \$92.5 million in cash and up to an additional \$20.0 million in contingent consideration that may be earned over a four-year period. Headquartered in Burbank, California, Doremi is a leading developer and manufacturer of digital cinema servers and format converters for the broadcast, postproduction, and professional audio/visual markets and is a world leader in digital cinema technology. The acquisition is subject to customary closing conditions, including review by United States and international regulators, and it is anticipated to close by the end of the 2014 calendar year.

## **13. Subsequent Events**

*Purchase Of Commercial Office Building In Sunnyvale, CA.* On July 14, 2014, we completed the purchase of a commercial office building in Sunnyvale, California for \$19.7 million that we were occupying under a 7.5 year lease that had not yet run its full term. Purchase of the building prior to expiration of the lease term requires that we recognize existing deferred credits from rent concessions and other allowances. Thus, the building's new carrying value will comprise the acquisition price plus the carrying value of existing leasehold improvements, less existing deferred rent credits.

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The following discussion and analysis should be read in conjunction with our unaudited interim condensed consolidated financial statements and the related notes that appear elsewhere in this Quarterly Report on Form 10-Q. This discussion contains forward-looking statements reflecting our current expectations and are subject to risks and uncertainties, including, but not limited to statements regarding: operating results and underlying measures; demand and acceptance for our technologies and products; market growth opportunities and trends; our plans, strategies and expected opportunities; and future competition. Use of words such as "may," "will," "should," "expect," "plan," "anticipate," "believe," "estimate," "predict," "potential," "continue" or similar expressions indicates a forward-looking statement. Such forward-looking statements are based on management's reasonable current assumptions and expectations. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. We are under no duty to update any of the forward-looking statements after the date of this Quarterly Report on Form 10-Q to conform our prior statements to new developments or actual results.

**OVERVIEW**

Dolby Laboratories creates audio, video, and voice technologies that transform entertainment and communications at the cinema, at home, at work and on mobile devices. Founded in 1965, our core strengths stem from expertise in digital signal processing and compression technologies that have transformed the ability of artists to convey entertainment experiences to their audiences through recorded media. Such technologies led to the development of our noise-reduction systems for analog tape recordings, and have since evolved into multichannel sound for cinema, digital television transmissions and devices, and DVD and Blu-ray discs and devices. More recently, our technologies have played a prominent role in the development of the next generation of audio technologies for the cinema, home entertainment, mobile and gaming experiences. Today, we derive the majority of our revenue from licensing our audio technologies. We have also been developing technologies aimed at enhancing voice conferencing communications and imaging. For example, in early 2014, we introduced Dolby Vision, a new imaging technology that offers more realistic distinctions in color, brighter highlights and improved shadow details that is expected to be incorporated in televisions by the end of 2014. We also provide products and services that enable entertainment content creators and distributors to produce, encode, transmit and playback content for superior consumer experiences.

**Revenue Generation**

We generate revenue primarily from licensing our technologies and from the sale of our products. We license our technologies to various third parties who incorporate them into devices to enable and enhance both audio and video capabilities. Collectively, licensed devices and our products cover a wide range of end-user experiences:

*At Home:* Software vendors and OEMs of devices such as digital televisions, set-top boxes ("STBs"), audio/video receivers ("AVRs"), home-theater-in-a-box systems ("HTIBs"), DVD and Blu-ray devices and gaming consoles;

*At Work:* OEMs of PCs as well as an audio and video conference service provider that incorporates specified digital audio technologies into their solutions for superior spatial perception and voice clarity;

*At the Cinema:* Movie theatres that use our Dolby Atmos, 3D, and surround sound digital audio technology to provide immersive sound and images; and

*On Mobile Devices:* Software vendors and OEMs of devices such as smartphones, tablets and other mobile entertainment systems.

The following table presents a summary of the composition of our revenues for all periods presented:

Revenue	Fiscal Quarter Ended		Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013	June 27, 2014	June 28, 2013
Licensing	92%	89%	92%	89%
Products	6%	8%	6%	9%
Services	2%	3%	2%	2%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

We license our technologies in 49 countries, and our licensees distribute products that incorporate our technologies throughout the world. We sell our products and services in over 80 countries. As shown in the table below, we generate a significant portion of our revenue from outside the United States. Geographic data for our licensing revenue is based on the location of our licensees' headquarters. Products revenue is based on the destination to which we ship our products, while services revenue is based on the location where services are performed.

Revenue By Geographic Location	Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013
United States	29%	30%
International	71%	70%

### **Licensing**

We have three primary licensing models: a two-tier model, an integrated licensing model, and a patent licensing model.

*Two-Tier Licensing Model.* Most of our consumer entertainment licensing business consists of a two-tier licensing model whereby our decoding technologies, included in reference software and firmware code, are first provided under license to a semiconductor manufacturer. The manufacturer then incorporates our technologies in integrated circuits ("ICs"). Licensed semiconductor manufacturers, whom we refer to as "implementation licensees," sell their ICs to OEMs of consumer entertainment products, which we refer to as "system licensees." System licensees separately obtain licenses from us that allow them to make and sell finished end-user products that incorporate our technologies in ICs purchased from our implementation licensees.

Implementation licensees pay us a one-time, up-front fee per license. In exchange, the licensee receives a licensing package which includes information useful in implementing our technologies into their chipsets. Once implemented, the licensee will send us a sample chipset for quality control evaluation and after we validate the design, the licensee is permitted to sell the chipset for use solely by our system licensees.

System licensees are required to provide us with prototypes of products that incorporate our technologies for which they are licensed for quality control evaluation, or under certain circumstances, with self-test results for our review. If the prototype or test results are approved, the licensee is permitted to buy ICs from any Dolby implementation licensee with a license for the same Dolby technology, and to sell approved products to retailers, distributors, and consumers. For the use of our technologies, our system licensees pay an initial licensing fee as well as royalties, which represent the majority of the revenue recognized from these arrangements. The amount of royalties we collect from a system licensee on a particular product depends on a number of factors including the mix of Dolby technologies used, the nature of the implementations, and the volume of products incorporating our technologies that are shipped by the system licensee.

*Integrated Licensing Model.* We also license our technologies to software operating system vendors and independent software vendors ("ISVs"), and to certain other OEMs that act as combined implementation and system licensees. These licensees incorporate our technologies in their software used on PCs, in mobile applications, or in ICs they manufacture and incorporate into their products. As with the two-tier licensing model, the combined implementation and system licensee pays us an initial licensing fee in addition to royalties as determined by the mix of Dolby technologies used, the nature of the implementations and the volume of products incorporating our technologies that are shipped, and is subject to the same quality control evaluation process.

*Patent Licensing.* We license our patents directly to manufacturers that use our intellectual property in their products. We also license our patents indirectly through patent pools, arrangements between multiple patent owners to jointly offer and license pooled patents to licensees. Finally, we generate service fees for managing patent pools on behalf of third party patent owners through our wholly owned subsidiary, Via Licensing Corporation. The Via Licensing patent pools enable product manufacturers to efficiently secure patent licenses for audio coding, interactive television, digital radio and wireless technologies.

We have active licensing arrangements with over 570 electronics product OEMs and software developer licensees, with corporate headquarters located in 49 countries.

As of June 27, 2014, we had approximately 4,200 issued patents relating to technologies from which we derive a significant portion of our licensing revenue. We have approximately 910 trademark registrations throughout the world

for a variety of wordmarks, logos, and slogans. These trademarks are an integral part of our technology licensing program as licensees typically place them on their products which incorporate our technologies to inform consumers that they have met our quality specifications.

**Products**

We design and manufacture audio and video products for the film production, cinema, and television broadcast industries. Distributed in over 70 countries, these products are used in content creation, distribution, and playback to enhance image and sound quality, and improve transmission and playback. Revenue from our cinema products tends to fluctuate based on the underlying trends in the cinema industry, including technology adoption and replacement cycles.

**Services**

We offer a variety of services to support film production and television broadcast. Our engineers assist in the use of our products and technologies to create and reproduce content. Such assistance can involve equipment calibration, mixing room alignment, and equalization. To ensure movie playback with optimal quality, our engineers also provide equipment training, system and venue design consultation, as well as on-site technical expertise to cinema operators throughout the world.

**OPPORTUNITIES, CHALLENGES, AND RISKS**

Today, content is captured, delivered, and played back in more ways than ever before. Consumers access content at will and on the go through multiple channels, including cinema, optical disc, digital broadcast, Internet, and cellular networks. The breadth of options available to consumers for receiving content has resulted in significant competition across delivery channels. As such, our licensing and product markets are characterized by rapid technological changes, new product introductions, changing customer and licensee demands and evolving industry standards that present a high risk of obsolescence.

**Licensing**

The following table presents the composition of our licensing business and revenues for all periods presented:

Market	Fiscal Quarter Ended		Fiscal Year-To-Date Ended		Main Products Incorporating Our Technologies
	June 27, 2014	June 28, 2013	June 27, 2014	June 28, 2013	
Broadcast	43%	38%	42%	37%	Televisions & STBs
PC	19%	22%	19%	25%	Windows operating systems & DVD software players
Consumer Electronics	14%	15%	15%	16%	DVD and Blu-ray Disc devices, AVRs, & HTIBs
Mobile	13%	12%	13%	11%	Smartphones, tablets & other mobile devices
Other	11%	13%	11%	11%	Video game consoles & automobile entertainment devices
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	

Content creators and distributors are increasingly focused on delivering content for online consumption across a multitude of media and devices with varying bandwidth and performance capabilities, including PCs, connected TVs, STBs, gaming consoles, connected Blu-ray Disc players, and various mobile devices. Many mobile devices now designed for enhanced capture and playback present a challenge for content creators and device manufacturers seeking consistent audio quality. We believe this challenge provides opportunities whereby we can provide solutions designed to optimize the audio experience across the online and portable device markets.

With the continued evolution of consumer entertainment choices and our efforts to provide competitive audio and video technologies for a wide variety of devices, the composition of our optical and non-optical based licensing revenue has shifted over time. Our optical disc-based revenue is generated from the licensing of technologies that enable DVD or Blu-ray Disc playback, including those incorporated in the Microsoft Windows 7 and 8 operating systems, independent PC DVD software players, and consumer DVD and Blu-ray Disc players. Non-optical disc based licensing revenue includes revenue derived from products such as TVs, set-top boxes, and mobile devices. The portion of our total licensing revenue comprised of our non-optical disc based licensing has increased over time, as shown in the following table:

Licensing Revenue	Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013
Non-Optical	73%	71%
Optical	27%	29%

#### *Broadcast Market*

In our broadcast market we derive the majority of our revenue from licensing our technologies to OEMs of televisions and set-top boxes. The efficiency and quality of our multichannel technologies are well suited to digital broadcast bandwidth requirements and to delivering content for an enhanced experience. A high percentage of global sales of TV and STBs are shipped with our technologies, especially in North America and Europe.

As countries within emerging markets convert to digital television, we are well positioned to benefit from this transition, and our growth in this market is dependent in part upon continued adoption of our technologies. Broadcast services that operate under bandwidth constraints, such as terrestrial broadcast or Internet protocol television ("IPTV") services, benefit from Dolby technologies, which enable the delivery of high quality audio content at reduced bit rates, thereby conserving bandwidth.

#### *PC Market*

Our technologies are included in the majority of PCs sold today due to their incorporation in the current versions of Microsoft's Windows and Apple's Mac operating systems for disc and online content playback. Under the Windows 8 arrangement, our technologies are embedded in the entire operating system for tablets and PCs, for which we receive royalty payments primarily from PC OEMs in addition to royalties from Microsoft. For versions prior to Windows 8, our technologies were only included in certain configurations of these operating system versions, and we were paid a royalty by Microsoft. Additionally, other PC licensees such as ISVs paid us a royalty for the inclusion of their software that incorporate our technologies.

Historically, we have licensed our technologies to a range of PC licensees, including ISVs, PC OEMs, and operating system providers. The release of new versions of major PC operating systems has sometimes resulted in changes in the mix of our PC licensees. In recent quarters preceding the third quarter of fiscal 2014, PC revenue declined much faster than the decline in the overall PC market due in part to our transition to the Windows 8 business model. Now that this transition is largely complete, changes to our PC market revenue should be more closely aligned with the overall PC market, with some differences due primarily to timing between quarters.

#### *Consumer Electronics ("CE") Market*

Our CE market is primarily driven by revenue attributable to Blu-ray Disc players and recorders, DVD, AVRs and HTIBs. Sales of DVD players are declining as a result of the maturity of the DVD platform and a shift to Blu-ray players and other connected devices capable of delivering content. The decline in DVD revenue is only partially offset by revenue from Blu-ray players which have not reached the annual volumes generated by DVD players in prior periods. This is partially due to the large number of alternative products and services that currently deliver content over the Internet.

#### *Mobile Market*

Our mobile market is largely driven by sales of smartphones, tablets and other mobile devices that incorporate our technologies. Our growth in this market is dependent on several factors, including the performance of the mobile device market as a whole, our success in collaborating with manufacturers of mobile devices to incorporate our technologies, and the development of various ecosystems, which includes availability of content in Dolby formats being streamed to mobile devices. Currently, Dolby sound is featured on various smartphones and tablets in the

Android, Windows 8 and Amazon ecosystems. Historically, our growth in smartphones has stemmed primarily from high-end models. We are focused on the adoption of our technology into a broader range of models. At the same time, the rate of new product development in this sector continues to be rapid and can result in dramatic swings in consumer trends. In the current mobile market, we see smartphone manufacturers modifying feature sets in order to reduce costs, even in high-end devices. In April 2014, we indicated that our Dolby Digital Plus technology was one of several third party features that Samsung elected not to include in their recently released Galaxy line of smartphones and tablets. As a result, we expect our Mobile revenue to decline as a percentage of our licensing revenue from 13% in both the fiscal quarter and fiscal year-to-date period ended June 27, 2014 to approximately 12% in the fourth quarter of fiscal 2014.

#### *Other Markets*

Revenue generated from our other markets typically stems from gaming devices and peripherals, automotive, licensing administration fees, and voice technologies. Revenue attributable to gaming and automotive is primarily driven by sales of video game consoles and in-car entertainment systems that incorporate our audio and video technologies. Revenue from the administration of patent pools through our wholly-owned subsidiary Via Licensing Corporation is primarily driven by demand for standards-based audio compression technologies for broadcast, CE, and mobile products.

#### **Products**

The following table presents the composition of our products revenue for all periods presented:

<b>Market</b>	<b>Fiscal Quarter Ended</b>		<b>Fiscal Year-To-Date Ended</b>	
	<b>June 27, 2014</b>	<b>June 28, 2013</b>	<b>June 27, 2014</b>	<b>June 28, 2013</b>
Cinema	87%	87%	86%	87%
Broadcast	11%	9%	10%	9%
Other	2%	4%	4%	4%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

#### *Digital Cinema Products*

Our digital cinema products include our Dolby Digital Cinema Integrated Media Block ("IMB") and central library servers, which store, decode and playback digital content, as well as our digital audio processors that provide multichannel surround playback. As the industry's transition from film to digital nears completion, revenue from our cinema products has declined and we expect this trend to continue until the industry's replacement cycle accelerates. We continue to focus on strengthening our product portfolio through this cycle while also striving to provide improved technological solutions for the cinema.

Our Dolby Atmos object-oriented sound platform enhances the cinema experience and provides more flexibility and control for sound designers and mixers to deliver more natural and realistic sound. To date, no standards exist for object-oriented audio playback in cinema. However, both the North American Theatre Owners ("NATO") and Digital Cinema Initiative ("DCI"), a group representing the top Hollywood studios, have encouraged the development of an industry standard for object-oriented audio. We will continue to collaborate with these industry participants since the outcome may impact future adoption of our products.

#### *Digital Cinema 3D Products*

Our digital cinema 3D products provide 3D image capabilities when combined with a digital cinema projector and server. Our revenue in this area has been negatively impacted by declines in unit shipments and lower selling prices for 3D products, as the market adoption rate for 3D cinema equipment has slowed.

#### *Broadcast Products*

Our broadcast products are used to encode, transmit, and decode multiple channels of high quality audio content for DTV and HDTV program production and broadcast distribution and to measure the subjective loudness of audio content within broadcast programming. Since our broadcast products support the use of our encoding technologies, revenue from these products will be affected by the level of adoption of our encoding technologies especially in new and emerging markets.

### *Film-Based Cinema Products*

Our film-based cinema products are used primarily to read, decode, and play back film soundtracks, to calibrate cinema sound systems, and to enable soundtracks encoded in digital audio to be played back on analog cinema audio systems. As the cinema industry has increasingly adopted digital-based formats, revenue from our film cinema products has declined, and we anticipate this trend to continue.

### **Services**

Services revenue is primarily tied to activity in the cinema industry, and has been adversely impacted by the industry's transition from film to digital-based production. Services are also dependent upon the volume of film production by studios and independent filmmakers. Several factors influence the number of movies produced in a given fiscal period, including strikes and work stoppages within the cinema industry and budgetary constraints and changes in cinema industry business models. Our services revenue continues to face significant competition from full-service post-production companies.

### **CRITICAL ACCOUNTING POLICIES AND ESTIMATES**

The discussion and analysis of our financial condition and results of operations are based on our condensed consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"), and pursuant to Securities and Exchange Commission ("SEC") rules and regulations. The preparation of these financial statements requires us to establish accounting policies and make certain estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingencies as of the date of the financial statements, and the reported amounts of revenue and expenses during a fiscal period. The SEC considers an accounting policy and estimate to be critical if it is both important to a company's financial condition and/or results of operations and requires significant judgment on the part of management in its application. On a regular basis, we evaluate our assumptions, judgment, and estimates. We have discussed the selection and development of the critical accounting policies and estimates with the Audit Committee of our Board of Directors. The Audit Committee has reviewed our related disclosures in our Annual Report on Form 10-K for the fiscal year ended September 27, 2013. Although we believe that our judgments and estimates are appropriate and correct, actual results may differ from these estimates.

We consider the following accounting policies and estimates listed below to be the most critical due to both their importance on our financial condition and results of operations and the level of management judgment required. If actual results or events differ materially, our reported financial condition and results of operation for future periods could be materially affected. Historically, our estimates and assumptions have not significantly differed from actual results. The estimates and/or assumptions relevant to these critical policies have not significantly changed in recent years, nor do we anticipate them to significantly change in the future. For additional information describing all of our significant accounting policies and methods used in the preparation of our financial statements, refer to our Annual Report on Form 10-K for the fiscal year ended September 27, 2013 in addition to Note 2, "Summary of Significant Accounting Policies" of the Notes to the Unaudited Interim Condensed Consolidated Financial Statements in Part I, Item 1. Further information regarding the potential risks to our future results of operations are included within "Risk Factors" in Part II, Item 1A of this Form 10-Q.

**Goodwill, Intangible Assets, and Long-Lived Assets**

Description	<p>We test goodwill for impairment annually during our third fiscal quarter and whenever events or changes in circumstances indicate that the carrying amount may be impaired. Intangible assets with definite lives are amortized over their estimated useful lives. Our intangible assets principally consist of acquired technology, patents, trademarks, customer relationships and contracts, which are amortized on a straight-line basis over their useful lives ranging from three to seventeen years.</p> <p>We review long-lived assets, including intangible assets, for impairment whenever events or a change in circumstances indicate that an asset's carrying value may not be recoverable. Recoverability of an asset is measured by comparing its carrying value to the total future undiscounted cash flows that the asset is expected to generate. If it is determined that an asset is not recoverable, an impairment loss is recorded in the amount by which the carrying value of the asset exceeds its estimated fair value.</p>
Judgments And Uncertainties	<p>Beginning in the third quarter of fiscal 2012, we adopted the provisions of the FASB's recently issued accounting standard (ASU 2011-08) which permits the execution of a qualitative assessment as a determinant for whether the two-step annual goodwill impairment test should be performed. In performing our annual goodwill impairment test, we first assess qualitative factors to determine whether it is more likely than not that the fair value of reporting units is less than their carrying amount as a basis for determining whether it is necessary to perform a two-step goodwill test. In performing the qualitative assessment, we consider events and circumstances, including but not limited to, macroeconomic conditions, industry and market considerations, cost factors, overall financial performance, changes in management or key personnel, changes in strategy, changes in customers, changes in the composition or carrying amount of a reporting unit's net assets and changes in the price of our common stock. If, after assessing the totality of events or circumstances, we determine that it is more likely than not that the fair value of a reporting unit is greater than its carrying amount, then the two-step goodwill impairment test is not performed.</p> <p>If the two-step goodwill test is performed, we evaluate and test our goodwill for impairment at a reporting-unit level using its fair value which is based on its expected future cash flows. Expected future cash flows reflect our best estimate of future revenue using our historical information, third-party industry data, and review of our internal operations. We also estimate operating costs using these sources. Expected future cash flows were adjusted by discount rates based on our weighted average cost of capital and related considerations. If the carrying amount of a reporting unit exceeds its fair value, an impairment loss is recognized for any excess of the carrying amount of the reporting unit's goodwill over the calculated fair value of the goodwill. A reporting unit is an operating segment or one level below.</p>

**Revenue Recognition**

<p>Description</p>	<p>We enter into revenue arrangements with our customers to license technologies, trademarks and know-how and to sell products and services. We recognize revenue when all of the following criteria are met: persuasive evidence of an arrangement exists, delivery has occurred or services have been completed, the seller's price to the buyer is fixed or determinable and collectability is probable.</p> <p><i>Multiple-Element Arrangements.</i> Some of our revenue arrangements include multiple elements ("MEs"), such as hardware, software, maintenance and other services. We evaluate each element in a multiple element arrangement to determine whether it represents a separate unit of accounting. An element constitutes a separate unit of accounting when it has standalone value and delivery of an undelivered element is both probable and within our control. When these criteria are not met, the delivered and undelivered elements are combined and the arrangement fees are allocated to this combined single unit. If the unit separation criteria are met, we account for each element within a ME arrangement (such as hardware, software, maintenance and other services) separately, whereby the total arrangement fees are allocated to each element based on its relative selling price, which we establish using a selling price hierarchy. We determine the selling price of each element based on its vendor specific objective evidence ("VSOE"), if available, third party evidence ("TPE"), if VSOE is not available, or estimated selling price ("ESP"), if neither VSOE nor TPE is available.</p> <p>For some arrangements, customers receive certain elements over a period of time, after delivery of the initial product. These elements may include support and maintenance and/or the right to receive upgrades. Revenue allocated to the undelivered element is recognized either over its estimated service period or when the upgrade is delivered. We do not recognize revenue that is contingent upon the future delivery of products or services or upon future performance obligations. We recognize revenue for delivered elements only when we have completed all contractual obligations.</p> <p>We determine our ESP for an individual element within a ME revenue arrangement using the same methods used to determine the selling price of an element sold on a standalone basis. If we sell the element on a standalone basis, we estimate the selling price by considering actual sales prices. Otherwise, we estimate the selling price by considering internal factors such as pricing practices and margin objectives. Consideration is also given to market conditions such as competitor pricing.</p> <p>We account for the majority of our digital cinema server and processor sales as ME arrangements that may include up to four separate units, or elements, of accounting.</p> <ol style="list-style-type: none"> <li>1. The first element consists of our digital cinema server hardware and the accompanying software, which is essential to the functionality of the hardware. This element is typically delivered at the time of sale.</li> <li>2. The second element is the right to receive support and maintenance, which is included with the purchase of the hardware element and is typically delivered over a service period subsequent to the initial sale.</li> <li>3. The third element is the right to receive specified upgrades, which is included with the purchase of the hardware element and is typically delivered when a specified upgrade is available, subsequent to the initial sale. Under revenue recognition accounting standards, sales of our digital cinema servers typically result in the allocation of a substantial majority of the arrangement fees to the delivered hardware element based on its ESP, which we recognize as revenue at the time of sale once delivery has occurred. A small portion of the arrangement fees are allocated to the undelivered support and maintenance element, and in some cases to the undelivered specified upgrade element, based on the VSOE or ESP of each element. The portion of the arrangement fees allocated to the support and maintenance element are recognized as revenue ratably over the estimated service period, and the portion of the arrangement fees allocated to specified upgrades are recognized as revenue upon delivery of the upgrade.</li> <li>4. The fourth element is the right to receive commissioning services performed solely in connection with our digital servers necessary for the installation of Dolby Atmos-enabled theatres. These services consist of the review of venue designs specifying proposed speaker placement, as well as calibration services performed for installed speakers to ensure optimal playback. A small portion of the arrangement fee is allocated to these services based on their ESP which we recognize as revenue once the services have been completed.</li> </ol> <p><i>Software Arrangements.</i> Revenue recognition for transactions that involve software, such as fees we earn from certain system licensees, may include multiple elements. For some of our ME arrangements, customers receive certain elements over a period of time or after delivery of the initial software. These elements may include support and maintenance. The fair values of these elements are recognized over the estimated period for which these elements will be delivered, which is sometimes the estimated life of the software. If we do not have VSOE of fair value for any undelivered element included in these ME arrangements for software, we defer revenue until all elements are delivered and/or services have been performed, or until we have VSOE of fair value for all remaining undelivered elements. If the undelivered element is support and we do not have fair value for the support element, revenue for the entire arrangement is bundled and recognized ratably over the support period.</p> <p>In certain cases, our arrangements require the licensee to pay a fixed fee for units they may distribute in the future. These fees are generally recognized upon contract execution, unless the arrangement includes contingency terms or is considered a ME arrangement.</p>
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Judgments And Uncertainties	<p>Revenue recognition for transactions that may include multiple elements, such as fees we earn from certain system licensees, requires judgment in several possible areas including the following:</p> <ul style="list-style-type: none"> <li>• Identifying the significant deliverables within the arrangements and determining whether the significant deliverables constitute separate units of accounting;</li> <li>• Timing of delivery or performance of service for the significant deliverables;</li> <li>• The assumptions and inputs used to determine selling price (whether vendor-specific objective evidence, third-party evidence, or estimated selling price) for the significant deliverables;</li> <li>• To the extent that customers receive certain elements of the arrangement over a period of time following initial delivery, as necessary, we estimate the period of time over which revenue is recognized; and</li> <li>• Whether collectability is probable. We determine collectability based on an evaluation of our customer's recent payment history, the existence of a standby letter of credit between the customer's financial institution and our financial institution, and other factors.</li> </ul>
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**Income Taxes**

Description	<p>We use the asset and liability method, under which deferred income tax assets and liabilities are determined based upon the difference between the financial statement carrying amounts and the tax bases of assets and liabilities and net operating loss carryforwards and tax credits are measured using the enacted tax rate expected to apply to taxable income in the years in which the differences are expected to be reversed.</p> <p>Our policy is to recognize a tax benefit from an uncertain tax position only if it is more likely than not that the tax position is sustainable upon examination by tax authorities. In assessing the realizability of deferred tax assets, we consider whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The realization of deferred tax assets is additionally dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. We consider the scheduled reversal of deferred tax liabilities and projected future taxable income in making this assessment. We record a valuation allowance to reduce our deferred tax assets when uncertainty regarding their realizability exists.</p> <p>We include interest and penalties related to gross unrecognized tax benefits within our provision for income taxes. To the extent accrued interest and penalties do not ultimately become payable, amounts accrued are reduced in the period that such determination is made and are reflected as a reduction of the overall income tax provision.</p>
Judgments And Uncertainties	<p>We make estimates and judgments that affect our accounting for income taxes. This includes estimating actual tax exposure together with assessing temporary differences resulting from differing treatment of items for tax and accounting purposes. These differences, including the timing of the recognition of stock-based compensation expense, result in deferred tax assets and liabilities, which are included in our consolidated balance sheets. We also assess the likelihood that our deferred tax assets will be recovered from future taxable income, and to the extent that we believe that recovery is not likely, we establish a valuation allowance.</p> <p>Significant judgment is required in determining the provision for income taxes, the deferred tax asset and liability balances, the valuation allowance against our deferred tax assets and the reserve resulting from uncertainties in income tax positions. Our financial position and results of operations may be materially affected if actual results differ significantly from these estimates or if the estimates are adjusted in future periods.</p>

**Investments**

Description	<p><i>Valuation.</i> Our investments are recorded at fair value in our consolidated balance sheets. Fair value is the exchange price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability, in an orderly transaction between market participants at the measurement date. We evaluate our investment portfolio for credit losses and other-than-temporary impairments by comparing the fair value with the cost basis for each of our investment securities. An investment is impaired if the fair value is less than its cost basis. If any portion of the impairment is deemed to be the result of a credit loss, the credit loss portion of the impairment is included as a component of net income. If we deem it probable that we will not recover the full cost basis of the security, the security is other-than-temporarily impaired and the impairment loss is recognized as a component of net income. The degree to which estimates and judgment are used in determining fair value is generally dependent upon the market pricing information available for the investments, the availability of observable inputs and input from independent third parties, the frequency of trading in the investments, and the investment's complexity. If different judgments regarding inputs were made, we could potentially reach different conclusions regarding the fair value of our investments.</p> <p><i>Classification.</i> All of our investments are classified as available-for-sale securities, with the exception of our investments held in our supplemental retirement plan, which are classified as trading securities. Investments that have an original maturity of 91 days or more at the date of purchase and a current maturity of less than one year are classified as short-term investments, while investments with a current maturity of more than one year are classified as long-term investments.</p> <p>We classify our financial assets and liabilities measured at fair value using a three-level hierarchy that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are those that reflect the assumptions market participants would use in pricing the investment that are based on market data obtained from sources independent of the reporting entity, such as market quoted prices.</p>
Judgments And Uncertainties	<p>The degree to which estimates and judgment are used in determining fair value, is generally dependent upon the market pricing information available for the investments, the availability of observable inputs, the frequency of trading in the investments and the investment's complexity. If different judgments regarding inputs were made, we could potentially reach different conclusions regarding the fair value of our investments.</p> <p>GAAP establishes a three-level hierarchy prioritizing the observable inputs used in measuring the fair value of financial assets and liabilities as follows: the fair value hierarchy gives the highest priority to quoted prices in active markets that are accessible by us at the measurement date for identical investments, described as Level 1, and the lowest priority to valuation techniques using unobservable inputs, described as Level 3. We obtain the fair value of our Level 2 financial instruments from a professional pricing service, which may use quoted market prices for identical or comparable instruments. Fair value from this professional pricing source can also be based on pricing models whereby all significant inputs, including maturity dates, issue dates, settlement dates, benchmark yields, reported trades, broker-dealer quotes, issuer spreads, benchmark securities, bids, offers and other market related data, are observable or can be derived from or corroborated by observable market data for substantially the full term of the asset.</p>

**Stock-Based Compensation**

Description	<p>We determine the expense for all employee stock-based compensation awards by estimating their fair value and recognizing that value as an expense, on a ratable basis, in our consolidated financial statements over the requisite service period in which our employees earn the awards. We use the Black-Scholes option pricing model to determine the fair value of employee stock options at the date of the grant.</p>
Judgments And Uncertainties	<p>To determine the fair value of a stock-based award using the Black-Scholes option pricing model, we make assumptions regarding the expected term of the award, the expected future volatility of our stock price over the expected term of the award, and the risk-free interest rate over the expected term of the award. We estimate the expected term of our stock-based awards by evaluating historical exercise patterns of our employees. We use a blend of the historical volatility of our common stock and the implied volatility of our traded options as an estimate of the expected volatility of our stock price over the expected term of the awards. We use an average interest rate based on U.S. Treasury instruments with terms consistent with the expected term of our awards to estimate the risk-free interest rate. We reduce the stock-based compensation expense for estimated forfeitures based on our historical experience. We are required to estimate forfeitures at the time of the grant and revise our estimate, if necessary, in subsequent periods if actual forfeitures differ from our estimate.</p>

*Recently Issued Accounting Standards*

With the exception of the FASB's newly issued standard on Revenue Recognition that becomes effective for us beginning in fiscal 2018, there have not been any new accounting pronouncements which are not yet effective that have significance, or potential significance, to our unaudited interim condensed consolidated financial statements.

## RESULTS OF OPERATIONS

For each line item included on our consolidated statement of operations, we have provided both quarter and year-to-date comparative analysis within this section. The "Quarter-To-Date: Q3'14 vs. Q3'13" analysis compares results from the fiscal quarter ended June 27, 2014 with those of the fiscal quarter ended June 28, 2013, while the "Year-To-Date: Q3'14 vs. Q3'13" analysis compares results from the fiscal year-to-date period ended June 27, 2014 with those from the fiscal year-to-date period ended June 28, 2013. The significant factors identified as the leading drivers contributing to the fluctuation are presented in descending order according to the magnitude of their impact on the overall change.

### Revenue and Gross Margin

#### Licensing

Licensing revenue consists of fees earned from licensing our technologies to customers who incorporate them into their products to enable and enhance audio and video capabilities. The technologies that we license are either internally developed, acquired, or licensed from third parties. Our cost of licensing consists mainly of amortization of purchased intangible assets and intangible assets acquired in business combinations as well as third party royalty obligations paid to license intellectual property that we then sublicense to our customers.

Licensing	Fiscal Quarter Ended				Fiscal Year-To-Date Ended			
	June 27, 2014	June 28, 2013	\$	%	June 27, 2014	June 28, 2013	\$	%
Revenue	\$205,625	\$184,707	\$20,918	11%	\$669,901	\$616,038	\$53,863	9%
<i>Percentage Of Total Revenue</i>	92%	89%			92%	89%		
Cost Of Licensing	4,389	4,053	336	8%	12,132	13,542	(1,410)	(10)%
Gross Margin	201,236	180,654	20,582	11%	657,769	602,496	55,273	9%
<i>Gross Margin Percentage</i>	98%	98%			98%	98%		

#### Quarter-To-Date: Q3'14 vs. Q3'13

Factor	Revenue	Gross Margin
Broadcast	↑ Higher volumes of TV and STB shipments that incorporate our technologies and an increase in back payments received for royalties and settlements	↔ Unchanged
Mobile	↑ Increase in shipment volumes of mobile devices that incorporate our technologies, including tablet unit growth and mobile phone revenue	
PC	↓ Lower unit shipments from continued declines in the underlying PC market	
Other	↓ Non-recurring revenue recognized in the third quarter of fiscal 2013 from a licensing arrangement for certain imaging technologies outside of our core markets	
	↑ Higher revenues from our gaming market largely attributable to the new PlayStation 4 and Xbox One video game consoles that were launched in late 2013	
CE	↑ Net overall increase in shipment volumes of products that incorporate our technologies	

#### Year-To-Date: Q3'14 vs. Q3'13

Factor	Revenue	Gross Margin
Broadcast	↑ Increase in net back payments received for royalties and settlements and higher volumes of TV and STB shipments that incorporate our technologies	↔ Unchanged
PC	↓ Lower unit shipments from continued declines in the underlying PC market and the transition to the Windows 8 business model	
Mobile	↑ Increase in shipment volumes of mobile devices, including unit growth of tablets and mobile phones that incorporate our technologies	
CE	↑ Increase in revenue from DVD, digital media adapters and other products that incorporate our technologies, partially offset by a decrease in shipment volumes of Blu-ray Disc devices	
Other	↑ Higher revenues from our gaming market largely attributable to the new PlayStation 4 and Xbox One video game consoles that were launched in late 2013	
	↓ Non-recurring revenue recognized in the third quarter of fiscal 2013 from a licensing arrangement for certain imaging technologies outside of our core markets	

**Products**

Products revenue is generated from the sale of audio and video products for the film production, cinema, and television broadcast industries. Cost of products consists primarily of the cost of materials related to products sold, applied labor and manufacturing overhead, and, to a lesser extent, amortization of certain intangible assets. Our cost of products also includes third party royalty obligations paid to license intellectual property that we include in our products.

Products	Fiscal Quarter Ended				Fiscal Year-To-Date Ended			
	June 27, 2014	June 28, 2013	\$	%	June 27, 2014	June 28, 2013	\$	%
Revenue	\$12,971	\$17,381	\$(4,410)	(25)%	\$45,638	\$60,605	\$(14,967)	(25)%
<i>Percentage Of Total Revenue</i>	6%	8%			6%	9%		
Cost Of Products	10,860	16,269	(5,409)	(33)%	34,941	47,964	(13,023)	(27)%
Gross Margin	2,111	1,112	999	90%	10,697	12,641	(1,944)	(15)%
<i>Gross Margin Percentage</i>	16%	6%			23%	21%		

**Quarter-To-Date: Q3'14 vs. Q3'13**

Factor	Revenue		Gross Margin	
Digital Cinema - Video	↓	Lower unit shipments and lower average selling prices	↑	Lower unit costs, partially offset by lower average selling prices
3D Cinema	↓	Lower shipments of 3D adapter equipment and lower average selling prices for glasses	↓	Less favorable product mix and lower average selling prices, partially offset by lower unit costs
Digital Cinema - Audio	↓	Lower unit shipments and lower average selling prices	↑	Improved product mix as well as lower unit costs, partially offset by lower average selling prices
Other		No material fluctuations	↑	Lower overhead costs, lower excess manufacturing capacity, and a decrease in amortization expense

**Year-To-Date: Q3'14 vs. Q3'13**

Factor	Revenue		Gross Margin	
Digital Cinema - Video	↓	Lower unit shipments and lower average selling prices	↑	Lower unit costs, improved product mix, and to a lesser extent, recognition of previously deferred revenue in the current fiscal year-to-date period which had only minimal associated deferred costs
Digital Cinema - Audio	↓	Lower unit shipments and lower average selling prices on digital cinema audio processors	↑	Improved product mix with shift toward higher margin products
	↑	Increased shipments of Dolby Atmos processors and recognition of previously deferred revenue		
3D Cinema	↓	Lower shipments of glasses and adapter equipment and lower average selling prices for adapter equipment, partially offset by the recognition of previously deferred revenue in the current fiscal year	↓	Less favorable product mix, partially offset by higher average selling prices and lower unit costs
			↓	Lower average selling prices for 3D adapter equipment
Other		No material fluctuations	↑	Lower excess manufacturing capacity and lower amortization expense, partially offset by higher overhead costs

**Services**

Services revenues consists of fees for consulting, commissioning and training services in support of film production and television broadcast. Cost of services primarily consists of personnel and personnel-related costs for employees performing our professional services, the cost of outside consultants, and other direct expenses incurred on behalf of customers.

Services	Fiscal Quarter Ended				Fiscal Year-To-Date Ended			
	June 27, 2014	June 28, 2013	\$	%	June 27, 2014	June 28, 2013	\$	%
Revenue	\$4,754	\$4,986	\$(232)	(5)%	\$17,680	\$16,379	\$1,301	8%
<i>Percentage Of Total Revenue</i>	2%	3%			2%	2%		
Cost Of Services	3,620	4,018	(398)	(10)%	10,683	11,722	(1,039)	(9)%
Gross Margin	1,134	968	166	17%	6,997	4,657	2,340	50%
<i>Gross Margin Percentage</i>	24%	19%			40%	28%		

Quarter-To-Date: Q3'14 vs. Q3'13

Factor	Revenue	Gross Margin
Configuration & Post-Production	↓ Lower revenue from mastering services, partially offset by an increase in Dolby Atmos commissioning services	↑ Decreased installation expenses as the prior comparative period reflected higher labor costs to prepare exhibitor facilities

Year-To-Date: Q3'14 vs. Q3'13

Factor	Revenue	Gross Margin
Film-Based Production	↑ Driven by the release of deferred revenue, partially offset by declines in film-based production services	↑ Lower labor and other related costs.
Configuration & Post-Production	↓ Lower revenue from mastering services, partially offset by an increase in Dolby Atmos commissioning services and maintenance and support services	↑ Decreased installation expenses as the prior comparative period reflected higher labor costs to prepare exhibitor facilities

**Operating Expenses**

*Research & Development*

Research and Development ("R&D") expenses consist primarily of employee compensation and benefits expenses, stock-based compensation, consulting and contract labor costs, depreciation and amortization, facilities costs, costs for outside materials and services, and information technology expenses.

	Fiscal Quarter Ended				Fiscal Year-To-Date Ended			
	June 27, 2014	June 28, 2013	\$	%	June 27, 2014	June 28, 2013	\$	%
Research and Development	\$46,786	\$42,915	\$3,871	9%	\$136,047	\$127,299	\$8,748	7%
Percentage of total revenue	21%	21%			19%	18%		

Quarter-To-Date: Q3'14 vs. Q3'13

Category	Key Drivers
Compensation & Benefits	↑ Higher employee headcount aimed at developing new product and technology offerings and related expenses, merit increases and higher variable compensation costs
Consulting & External Labor	↓ Lower one-time costs related primarily to the funding of various research projects and initiatives

Year-To-Date: Q3'14 vs. Q3'13

Category	Key Drivers
Compensation & Benefits	↑ Higher employee headcount aimed at developing new product and technology offerings and related expenses, merit increases and higher variable compensation costs
Consulting & External Labor	↓ Lower one-time costs related primarily to the funding of various research projects and initiatives
Travel-related Expenses	↑ Higher travel-related expenses in connection with developing new offerings

*Sales & Marketing*

Sales and Marketing ("S&M") expenses consist primarily of employee compensation and benefits expenses, stock-based compensation, marketing and promotional expenses particularly for events such as trade shows and conferences, travel-related expenses for our sales and marketing personnel, consulting fees, facilities costs, depreciation and amortization, and information technology expenses.

	Fiscal Quarter Ended				Fiscal Year-To-Date Ended			
	June 27, 2014	June 28, 2013	\$	%	June 27, 2014	June 28, 2013	\$	%
Sales and Marketing	\$63,602	\$58,528	\$5,074	9%	\$188,809	\$175,079	\$13,730	8%
Percentage of total revenue	29%	28%			26%	25%		

Quarter-To-Date: Q3'14 vs. Q3'13

Category	Key Drivers	
Compensation & Benefits	↑	Higher employee headcount, merit increases and higher variable compensation costs
Marketing Programs	↓	Lower costs as the prior comparative period included the initial launch of Dolby Atmos
	↓	Lower costs associated with industry and other marketing events due to the timing at which certain trade shows occurred, as well as lower consulting expenses

Year-To-Date: Q3'14 vs. Q3'13

Category	Key Drivers	
Compensation & Benefits	↑	Higher employee headcount and the impact of merit increases across the existing employee base and higher variable compensation costs
Marketing Programs	↑	Higher consulting and other costs associated with expanded marketing programs for numerous initiatives
	↓	Lower costs as the prior comparative period included the initial launch of Dolby Atmos
	↑	Higher costs associated with industry trade shows and other marketing events
Legal & Professional Fees	↑	Higher professional fees for intellectual property related activities

General & Administrative

General and Administrative ("G&A") expenses consist primarily of employee compensation and benefits expenses, stock-based compensation, depreciation, facilities and information technology costs, as well as professional fees and other costs associated with external consulting and contract labor.

	Fiscal Quarter Ended				Fiscal Year-To-Date Ended			
	June 27, 2014	June 28, 2013	\$	%	June 27, 2014	June 28, 2013	\$	%
General and Administrative	\$44,205	\$38,413	\$5,792	15%	\$132,570	\$123,324	\$9,246	7%
Percentage of total revenue	20%	19%			18%	18%		

Quarter-To-Date: Q3'14 vs. Q3'13

Category	Key Drivers	
Legal, Professional & Consulting Fees	↑	Costs incurred in connection with our pending acquisition of Doremi Labs (refer to footnote 12 for additional information), an increase in costs associated with patent filings and other legal activities, and an increase in various HR & IT project costs
Compensation & Benefits	↑	Higher employee headcount, in addition to the impact of merit increases across the existing employee base and higher variable compensation costs

Year-To-Date: Q3'14 vs. Q3'13

Category	Key Drivers	
Compensation & Benefits	↑	Higher employee headcount, in addition to the impact of merit increases across the existing employee base and higher variable compensation costs
Legal, Professional & Consulting Fees	↑	Costs incurred in connection with our pending acquisition of Doremi Labs, an increase in costs associated with patent filings and other legal activities, and an increase in various HR & IT project costs
Depreciation & Amortization	↓	Lower depreciation expense in the current fiscal year-to-date period after certain assets became fully depreciated

Restructuring

	Fiscal Quarter Ended				Fiscal Year-To-Date Ended			
	June 27, 2014	June 28, 2013	\$	%	June 27, 2014	June 28, 2013	\$	%
Restructuring	\$(688)	\$5,930	\$(6,618)	(112)%	\$2,613	\$5,930	\$(3,317)	(56)%
Percentage of total revenue	—%	3%			—%	1%		

Restructuring charges for the fiscal year-to-date periods ended June 27, 2014 and June 28, 2013 represent amounts recorded in relation to separate restructuring plans implemented in both fiscal 2014 and 2013. Restructuring charges incurred in relation to our Fiscal 2014 Restructuring Plan implemented during the first quarter of fiscal 2014 represent costs to reorganize and consolidate certain activities and positions within our global business infrastructure. These charges primarily related to severance and other related benefits provided to employees that were affected as a result of this action. For additional information on this restructuring plan, refer to Note 7 "Restructuring" to our unaudited interim condensed consolidated financial statements.

During the third quarter of fiscal 2014, we recognized a credit representing the release of a previously-accrued facility exit obligation following the sale of certain property located in Wootton Bassett, U.K. Lower restructuring charges in the fiscal year-to-date period ended June 27, 2014 as compared to the fiscal year-to-date period ended June 28, 2013 are attributed to differences in the nature and extent of activities under the various plans.

*Other Income/Expense*

Other income/(expense) primarily consists of interest income earned on cash, cash equivalents, and investments and the net gains/(losses) from foreign currency transactions, derivative instruments, and sales of marketable securities from our investment portfolio.

	Fiscal Quarter Ended				Fiscal Year-To-Date Ended			
	June 27, 2014	June 28, 2013	\$	%	June 27, 2014	June 28, 2013	\$	%
<b>Other Income/Expense</b>								
Interest Income	\$959	\$820	\$139	17%	\$2,533	\$3,063	\$(530)	(17)%
Interest Expense	(251)	(77)	(174)	226%	(456)	(504)	48	(10)%
Other Income/(Expense), Net	530	156	374	240%	(2,064)	1,057	(3,121)	(295)%
<b>Total</b>	<b>\$1,238</b>	<b>\$899</b>	<b>\$339</b>	<b>38%</b>	<b>\$13</b>	<b>\$3,616</b>	<b>\$(3,603)</b>	<b>(100)%</b>

*Quarter-To-Date: Q3'14 vs. Q3'13*

Category	Key Drivers	
Other Income/Expense	↑	Increase in other income due to a gain recognized from the sale of certain property in the third quarter of fiscal 2014

*Year-To-Date: Q3'14 vs. Q3'13*

Category	Key Drivers	
Other Income/Expense	↓	Increase in other expense as a result of an impairment charge recorded in the second quarter of fiscal 2014 on a cost method investment
	↓	Decrease in other income due to lower realized gains from the sale of investment securities during the current fiscal year-to-date period as the prior comparative period benefited from a substantially higher volume of sales of our securities to fund the special dividend payment in the first quarter of fiscal 2013
	↑	Increase in other income due to a gain recognized from the sale of certain property in the third quarter of fiscal 2014
Interest Income	↓	Lower interest income due to smaller average investment portfolio balances on which we earned interest during the current fiscal year-to-date period relative to the prior comparative period following the special dividend payment in the first quarter of fiscal 2013

*Income Taxes*

Our effective tax rate is based on a projection of our annual fiscal year results, and is affected each quarter-end by several factors. These include changes in our projected fiscal year results, recurring items such as tax rates and relative income earned in foreign jurisdictions as well as discrete items that may occur in, but are not necessarily consistent between periods. For additional information related to effective tax rates, see Note 8 "Income Taxes" to our unaudited interim condensed consolidated financial statements.

	Fiscal Quarter Ended		Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013	June 27, 2014	June 28, 2013
Provision for income taxes	\$(11,251)	\$(7,345)	\$(53,079)	\$(47,560)
<i>Effective tax rate</i>	22%	19%	25%	25%

Quarter-To-Date: Q3'14 vs. Q3'13

Factor	Impact On Effective Tax Rate	
Foreign Operations Reorganization	↑	The re-organization of a foreign subsidiary in the third quarter of fiscal 2013 resulted in the release of certain deferred tax liabilities and benefited our effective tax rate in this prior comparative period
Federal R&D Credits	↑	Reduced benefits from federal R&D credits that expired after December 2013 and have not been reinstated
Foreign Operations	↓	In the current fiscal quarter, our estimated fiscal year 2014 tax provision reflects a higher proportion of our overall earnings being attributable to lower tax-rate jurisdictions

Year-To-Date: Q3'14 vs. Q3'13

Factor	Impact On Effective Tax Rate	
Foreign Operations Reorganization	↑	The re-organization of a foreign subsidiary in the third quarter of fiscal 2013 resulted in the release of certain deferred tax liabilities and benefited our effective tax rate in this prior comparative period
Federal R&D Credits	↑	Reduced benefits from federal R&D credits that expired after December 2013 and have not been reinstated
Foreign Operations	↓	In the current fiscal year-to-date period, our estimated fiscal year 2014 tax provision reflects a higher proportion of our overall earnings being attributable to lower tax-rate jurisdictions

**LIQUIDITY, CAPITAL RESOURCES, AND FINANCIAL CONDITION**

Our principal sources of liquidity are cash, cash equivalents, and investments, as well as cash flows from operations. We believe that these sources will be sufficient to satisfy our currently anticipated cash requirements through at least the next twelve months. As of June 27, 2014, we had cash and cash equivalents of \$590.1 million, which consisted of cash and highly-liquid money market funds. In addition, we had short and long-term investments of \$495.0 million, which consisted primarily of municipal debt securities, commercial paper, corporate bonds, and U.S. agency securities.

Our policy is to indefinitely reinvest a portion of our undistributed earnings in certain foreign subsidiaries to support the operations and growth of these subsidiaries. Of our total cash, cash equivalents, and investments held as of June 27, 2014, \$407.8 million, or 38%, was held by our foreign subsidiaries. This represented a \$141.8 million increase from the \$266.0 million that was held by our foreign subsidiaries as of September 27, 2013. If these undistributed earnings held by foreign subsidiaries are repatriated to the U.S., they may be subject to U.S. federal income taxes and foreign withholding taxes, less the applicable foreign tax credits.

	June 27, 2014	September 27, 2013
(in thousands)		
Cash and cash equivalents	\$590,097	\$454,397
Short-term investments	181,446	140,267
Long-term investments	313,505	306,338
Accounts receivable, net	95,259	97,460
Accounts payable and accrued liabilities	164,696	148,490
Working capital <sup>(1)</sup>	801,777	645,764

(1) Working capital consists of total current assets less total current liabilities.

*Capital Expenditures and Uses of Capital*

Our capital expenditures consist of purchases of land, building, building fixtures, laboratory equipment, office equipment, computer hardware and software, leasehold improvements, and production and test equipment. We continue to invest in sales and marketing and research and development that contribute to the overall growth of our business and technological innovation. In fiscal 2012, we purchased an approximately 354,000 square foot property in San Francisco, California for \$109.8 million, using existing cash. We are in the process of making substantial improvements to the property in order to prepare the building for its intended use as our new worldwide headquarters.

Additionally, we purchased a commercial office building in Sunnyvale, California for \$19.7 million subsequent to the June 27, 2014 fiscal quarter-end. Refer to Note 13 "Subsequent Events" for additional information on this transaction.

During the first quarter of fiscal 2013, our Board of Directors declared a special dividend in the amount of \$4.00 per share on our Class A and Class B common stock. Payment of the special dividend was made on December 27,

2012 to eligible stockholders of record as of the close of business on December 21, 2012 ("Record Date"). Based on the 102,051,386 shares of common stock outstanding as of the record date, the total special dividend payment was \$408.2 million. To fund the dividend payment, we used existing cash along with proceeds from the sale of securities from our investment portfolio.

During the second quarter of fiscal 2014, we entered into a definitive agreement to acquire Doremi Labs, a privately held company headquartered in Burbank, California, for \$92.5 million in cash and an additional \$20.0 million in contingent consideration that may be earned over a four-year period for meeting certain performance conditions. For additional details, see Note 12 "Acquisitions" to our unaudited interim condensed consolidated financial statements.

We retain sufficient cash holdings to support our operations and we also purchase investment grade securities diversified among security types, industries, and issuers. We have used cash generated from our operations to fund a variety of activities related to our business in addition to our ongoing operations, including business expansion and growth, acquisitions, and repurchases of our common stock. We have historically generated significant cash from operations, however these cash flows and the value of our investment portfolio could be affected by various risks and uncertainties, as described in Part II, Item 1A "Risk Factors."

#### Indemnification Clauses

We are party to certain contractual agreements under which we have agreed to provide indemnifications of varying scope and duration to the other party relating to our licensed intellectual property. Historically, we have not made any payments for these indemnification obligations and no amounts have been accrued in our unaudited interim condensed consolidated financial statements with respect to these obligations. Due to their varying terms and conditions, we are unable to make a reasonable estimate of the maximum potential amount we could be required to pay. For additional details regarding indemnification clauses within our contractual agreements, see Note 10 "Commitments and Contingencies" to our unaudited interim condensed consolidated financial statements.

#### Cash Flows

For the following year-to-date comparative analysis performed for each of the sections of the statement of cash flows within this section, the significant factors identified as the leading drivers contributing to the fluctuation are presented in descending order according to the magnitude of their impact on the overall change (amounts displayed in thousands, except as otherwise noted).

#### Operating Activities

	Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013
Net cash provided by operating activities	\$271,968	\$209,445

Net cash provided by operating activities increased \$62.5 million from the fiscal year-to-date period ended June 28, 2013 as compared to the fiscal year-to-date period ended June 27, 2014, primarily due to the following:

Factor	Impact On Cash Flows
Changes in operating assets and liabilities	↑ Higher cash collections during the current fiscal year-to-date period
Net Income	↑ Higher revenues partially offset by higher operating expenses

#### Investing Activities

	Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013
Net cash provided by/(used in) investing activities	\$(111,327)	\$186,839
Capital expenditures	(37,122)	(17,801)

Net cash provided by/(used in) investing activities decreased \$298.2 million from the fiscal year-to-date period ended June 28, 2013 as compared to the fiscal year-to-date period ended June 27, 2014, primarily due to the following:

Factor		Impact On Cash Flows
Proceeds from sales of investments	↓	Lower cash inflows due to a decrease in proceeds received from sales of marketable securities as compared to the prior comparative period when we sold significant holdings to fund the special dividend payment made in the first quarter of fiscal 2013
Purchase of investments	↑	Lower cash outflows as we purchased less available-for-sale marketable securities in the current fiscal year-to-date period
Purchase of long-lived assets	↓	Higher cash outflows for the purchases of property, plant, and equipment and intangible assets

*Financing Activities*

	Fiscal Year-To-Date Ended	
	June 27, 2014	June 28, 2013
Net cash used in financing activities	\$(24,175)	\$(478,859)
Repurchase of common stock	(40,958)	(74,142)

Net cash used in financing activities was \$454.7 million lower in the fiscal year-to-date period ended June 27, 2014 as compared to the fiscal year-to-date period ended June 28, 2013, primarily due to the following:

Factor		Impact On Cash Flows
Dividend Payment	↑	A special dividend of \$408.2 million was paid to holders of our Class A and Class B common stock in the first quarter of fiscal 2013, and no such payment was made in the current fiscal year-to-date period
Share Repurchases	↑	Lower cash outflows as we made fewer share repurchases of our common stock in the current fiscal year-to-date period relative to the prior comparative period
Common Stock Issuance	↑	Higher cash inflows associated with the issuance of shares of our common stock from employee stock option exercises and shares issued under our ESPP

**Off-Balance Sheet Arrangements and Contractual Obligations**

Our liquidity is not dependent upon the use of off-balance sheet financing arrangements, and we have not entered into any arrangements that are expected to have a material effect on liquidity or the availability of capital resources. Since the end of our most recent fiscal year ended September 27, 2013, there have been no material changes in either our off-balance sheet financing arrangements or contractual obligations outside the ordinary course of business. For additional details regarding our contractual obligations, see Note 10 "Commitments and Contingencies" to our unaudited interim condensed consolidated financial statements.

### ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

#### ***Interest Rate Sensitivity***

As of June 27, 2014, we had cash and cash equivalents of \$590.1 million, which consisted of cash and highly liquid money market funds. In addition, we had short-term and long-term investments of \$495.0 million, which consisted primarily of municipal debt securities, corporate bonds, commercial paper and U.S. agency securities. Our investment policy is focused on the preservation of capital and supporting our liquidity requirements. Under the policy, we invest in highly rated securities with a minimum credit rating of A- while limiting the amount of credit exposure to any one issuer other than the U.S. government. At June 27, 2014, our weighted-average portfolio credit quality was AA and the weighted-average maturity of our investment portfolio was approximately fifteen months. We do not invest in financial instruments for trading or speculative purposes, nor do we use leveraged financial instruments. We utilize external investment managers who adhere to the guidelines of our investment policy.

The investments within our fixed-income portfolio are subject to fluctuations in interest rates, which could affect our financial position, and to a lesser extent, results of operations. Based on our investment portfolio balance as of June 27, 2014, hypothetical changes in interest rates of 1% and 0.5% would have an impact on the carrying value of our portfolio of approximately \$5.2 million and \$2.6 million, respectively.

#### ***Foreign Currency Exchange Risk***

We maintain business operations in foreign countries, most significantly in the United Kingdom, Australia, China, Germany and the Netherlands. Additionally, a growing portion of our business is conducted outside of the U.S. through subsidiaries with functional currencies other than the U.S. dollar, most notably:

- Australian Dollar
- British Pound
- Chinese Yuan Renminbi
- Euro
- Indian Rupee
- Japanese Yen
- Korean Won

As a result, we face exposure to adverse movements in currency exchange rates as the financial results of our international operations are translated from local currency into U.S. dollars upon consolidation. The majority of our revenue generated from international markets is denominated in U.S. dollars, while the operating expenses of our foreign subsidiaries are predominantly denominated in local currencies. Therefore, our operating expenses will increase when the U.S. dollar weakens against the local currency and decrease when the U.S. dollar strengthens against the local currency. Additionally, foreign exchange rate fluctuations on transactions denominated in currencies other than the functional currency result in gains or losses that are reflected in our consolidated statements of operations. Our foreign operations are subject to the same risks present when conducting business internationally, including, but not limited to, differing economic conditions, changes in political climate, differing tax structures, foreign exchange rate volatility and other regulations and restrictions.

In an effort to reduce the risk that our earnings will be adversely affected by foreign currency exchange rate fluctuations, we enter into foreign currency forward contracts to hedge against assets and liabilities for which we have foreign currency exchange rate exposure. These derivative instruments are carried at fair value with changes in the fair value recorded to other income, net, in our consolidated statements of operations. While not designated as hedging instruments, these foreign currency forward contracts are used to reduce the exchange rate risk associated primarily with intercompany receivables and payables. These contracts do not subject us to material balance sheet risk due to exchange rate movements as gains and losses on these derivatives are intended to offset gains and losses on the related receivables and payables for which we have foreign currency exchange rate exposure. As of June 27, 2014 and September 27, 2013, the outstanding derivative instruments had maturities of 31 days or less and the total notional amounts of outstanding contracts were \$20.3 million and \$11.6 million, respectively. The fair values of these contracts were nominal as of June 27, 2014 and September 27, 2013, and were included within prepaid expenses and other current assets and within accrued liabilities in our consolidated balance sheets. For additional information related to our foreign currency forward contracts, see Note 5 "*Fair Value Measurements*" to our unaudited interim condensed consolidated financial statements.

A sensitivity analysis was performed on all of our foreign currency forward contracts as of June 27, 2014. This sensitivity analysis was based on a modeling technique that measures the hypothetical market value resulting from a 10% shift in the value of exchange rates relative to the U.S. dollar. For these forward contracts, duration modeling was used where hypothetical changes are made to the spot rates of the currency. A 10% increase in the value of the U.S. dollar would lead to a decrease in the fair value of our financial instruments by \$0.7 million. Conversely, a 10% decrease in the value of the U.S. dollar would result in an increase in the fair value of these financial instruments by \$0.7 million.

## ITEM 4. CONTROLS AND PROCEDURES

### Evaluation of Disclosure Controls and Procedures

We maintain “disclosure controls and procedures,” as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (“Exchange Act”), that are designed to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, management recognizes that disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the disclosure controls and procedures are met. Additionally, in designing disclosure controls and procedures, our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. The design of any disclosure controls and procedures also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

Subject to the limitations noted above, our management, with the participation of our CEO and CFO, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the fiscal period covered by this Quarterly Report on Form 10-Q. Based on that evaluation, the CEO and CFO have concluded that, as of such date, our disclosure controls and procedures were effective to meet the objective for which they were designed and operate at the reasonable assurance level.

### Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the fiscal quarter ended June 27, 2014 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II - OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

We are involved in various legal proceedings from time to time arising from the normal course of business activities, including claims of alleged infringement of intellectual property rights, commercial, employment, and other matters. In our opinion, resolution of these pending matters is not expected to have a material adverse impact on our operating results or financial condition. Given the unpredictable nature of legal proceedings, it is possible that an unfavorable resolution of one or more such proceedings could materially affect our future operating results or financial condition in a particular period; however, based on the information known by us as of the date of this filing and the rules and regulations applicable to the preparation of our condensed consolidated financial statements, any such amount is either immaterial or it is not possible to provide an estimated amount of any such potential loss.

### ITEM 1A. RISK FACTORS

*The following risk factors and other information included in this Quarterly Report on Form 10-Q should be carefully considered. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties not currently known to us or that we currently deem less significant may also affect our business operations or financial results. If any of the following risks actually occurs, our business, operating results and financial condition could be materially adversely affected.*

#### REVENUE GENERATION

##### Markets We Target

*Dependence on Sales by Licensees.* We depend on original equipment manufacturers ("OEMs") and other licensees to incorporate our technologies into their products. Our license agreements generally do not have minimum purchase commitments, are typically non-exclusive, and frequently do not require incorporation or use of our technologies. Our revenue will decline if our licensees choose not to incorporate our technologies in their products or they sell fewer products incorporating our technologies.

*Impact of PC Sales.* Revenue from our personal computer ("PC") market depends on several factors, including underlying PC unit shipment growth, the extent to which our technologies are included on computers, through operating systems or otherwise, and the terms of any royalties or other payments we receive. We face challenges in the PC market, including:

- Purchasing trends away from traditional PCs and toward computing devices without optical disc drives, such as ultrabooks and tablets;
- PC software that includes our technologies on an unauthorized and infringing basis, for which we receive no royalty payments; and
- Continued decreasing inclusion of independent software vendor media applications by PC OEMs.

*Declines in Optical Disc Media.* For many years, movies have been distributed, purchased, and consumed through optical disc media, such as DVD and more recently, Blu-ray Disc. However, the rapid advancement of online and mobile content delivery has resulted in a trend toward movie downloading and streaming services in various parts of the world. We have seen and we expect to continue to see a shift away from optical disc media to online and mobile media content consumption, which will result in declines in revenue from DVD and Blu-ray Disc players.

*Mobile Industry Risks.* Successful penetration of the mobile device market is critical to our future growth. The mobile device market, particularly smartphones and tablets, is characterized by rapidly changing market conditions, frequent product introductions and intense competition based on features and price. Our Dolby Digital and Dolby Digital Plus technologies are not mandated as an industry standard for mobile devices. We must continually convince mobile device OEMs and end users of mobile devices of the value of our technologies. To date, we have been more successful in the high-end of the smartphone market, and this segment of the market has recently experienced slower growth compared to the low and mid-tier market segments. With shorter product lifecycles, it is easier for mobile device OEMs to remove our technologies from mobile devices than it was for PC OEMs. In the current mobile market, we see some smartphone manufacturers are reducing feature sets in order to achieve profitability, even in high-end devices. In April 2014, we indicated that our Dolby Digital Plus technology was one of several third party features that Samsung elected not to include in their recently released Galaxy line of smartphones and tablets. As a result, we expect our Mobile revenue to decline as a percentage of our licensing revenue from 13% in both the fiscal quarter and fiscal year-to-date period ended June 27, 2014 to approximately 12% in the fourth quarter of fiscal 2014.

In order to increase the value of our technologies in the mobile market, we have worked with online and mobile media content service providers to encode their content with our technologies, which could affect OEM and software vendor demand for our decoding technologies. However, the online and mobile media content services markets are also characterized by intense competition, evolving industry standards and business and distribution models, disruptive software and hardware technology developments, frequent product and service introductions and short life cycles, and price sensitivity on the part of consumers, all of which may result in downward pressure on pricing or the removal of our technologies by these providers.

*Cinema Industry Risks.* Our cinema product sales are subject to fluctuations based on events and conditions in the cinema industry, such as the construction of new screens or upgrade of existing screens. The announcement of our proposed acquisition of Doremi Labs could cause disruptions in our cinema business. For example, our cinema customers may delay, reduce or even cease making purchases of our cinema products from us until they determine whether the acquisition will affect our cinema products and services. A decrease in our ability to develop and introduce new cinema products and services successfully could affect licensing of our consumer technologies, because the strength of our brand and our ability to use professional product developments to introduce new consumer technologies would be impaired. A number of factors can affect the number of movies that are produced, including strikes and work stoppages within the cinema industry and budgetary constraints and changes in cinema industry business models.

*Maturity of Digital Cinema Market.* The industry transition to digital cinema is nearing completion, and the demand for new digital cinema screens has dropped significantly, leading to lower sales volumes of our cinema products. Future cinema product growth depends on a number of factors, including new theater construction, the introduction of new technologies, such as Dolby Atmos, and entering into a replacement cycle where previously purchased cinema products are upgraded or replaced. We face a number of challenges relating to the maturity of the digital cinema market, including:

- Exhibitors may choose competing products with different features or lower prices;
- Some of our competitors have a significantly greater installed base of digital cinema servers than we do, which may limit our share of the market, particularly in the U.S.; and
- Pricing and other competitive pressures have caused us to implement pricing strategies which have adversely affected gross margins of our cinema products.

*3D Cinema Market Risks.* We face risks related to the 3D cinema market, including:

- Exclusive licensing arrangements between our competitors and exhibitors;
- Future demand for new 3D enabled screens;
- Decreases in the number of 3D cinema releases and the commercial success of those releases; and
- Exhibitors may delay or cancel near term orders for certain of our products pending the outcome of our planned acquisition of Doremi Labs.

## **Customers and Distributors**

*Loss of Key Licensee or Customer.* A small number of our licensees or customers may represent a significant percentage of our licensing, products, or services revenue. Although we generally have agreements with these licensees or customers, these agreements typically do not require any minimum purchases or minimum royalty fees and do not prohibit licensees from using competing technologies or customers from purchasing products and services from competitors. Because many of our markets are rapidly evolving, customer demand for our technologies and products can shift quickly. Because of our increased presence in the mobile market where our Dolby Digital and Dolby Digital Plus technologies are not mandated as industry standards, the risk that a large licensee may reduce or eliminate its use of our technologies has increased. For example, in April 2014, we indicated that our Dolby Digital Plus technology was one of several third party features that Samsung elected not to include in their recently released Galaxy line of smartphones and tablets. As a result, we expect our Mobile revenue to decline as a percentage of our licensing revenue from 13% in both the fiscal quarter and fiscal year-to-date period ended June 27, 2014 to approximately 12% in the fourth quarter of fiscal 2014.

*Reliance on Semiconductor Manufacturers.* Our licensing revenue from system licensees depends in large part upon the availability of integrated circuits ("ICs") that implement our technologies. IC manufacturers incorporate our technologies into these ICs, which are then incorporated in consumer entertainment products. We do not manufacture these ICs, but rather depend on IC manufacturers to develop, produce, and then sell them to system licensees in accordance with their agreements. We do not control the IC manufacturers' decisions whether or not to incorporate our technologies into their ICs, and we do not control their product development or commercialization

efforts.

*Consumer Spending Weakness.* Weakness in general economic conditions may suppress consumer demand in our markets. Many of the products in which our technologies are incorporated are discretionary goods, such as PCs, televisions, set-top boxes, Blu-ray Disc players, video game consoles, audio/video receivers ("AVRs"), mobile devices, in-car entertainment systems, and home-theater systems. Weakness in general economic conditions may also lead to licensees and customers becoming delinquent on their obligations to us or being unable to pay, resulting in a higher level of write-offs. Economic conditions may increase underreporting and non-reporting of royalty-bearing revenue by our licensees as well as increase the unauthorized use of our technologies.

*Reliance on Distributors.* We rely significantly on a global network of independent, regional distributors to market and distribute our cinema and broadcast products. Our distributor arrangements are non-exclusive and our distributors are not obligated to buy our products and can represent competing products, and they may be unwilling or unable to dedicate the resources necessary to promote our portfolio of products. Our distributors could retain product channel inventory levels that exceed future anticipated sales, which could affect future sales to those distributors. In addition, failure of our distributors to adhere to our policies designed to promote compliance with global anticorruption laws, export controls, and local laws, could subject us to criminal or civil penalties and stockholder litigation.

## **Marketing and Branding**

*Importance of Brand Strength.* Maintaining and strengthening the Dolby brand is critical to maintaining and expanding our licensing, products, and services business, as well as our ability to enter new markets we are pursuing for our technologies, including Dolby Voice for the communications market, Dolby Vision and other video solutions for the consumer market, and others. Our continued success depends on our reputation for providing high quality technologies, products, and services across a wide range of entertainment markets, including the consumer entertainment, PC, broadcast, and gaming markets. If we fail to promote and maintain the Dolby brand successfully in licensing, products or services, our business will suffer. Furthermore, we believe that the strength of our brand may affect the likelihood that our technologies are adopted as industry standards in various markets and for various applications. Our ability to maintain and strengthen our brand will depend heavily on our ability to develop innovative technologies for the entertainment industry, to enter into new markets successfully, and to provide high quality products and services in these new markets.

## **Industry Standards**

The entertainment industry depends upon industry standards to ensure compatibility across delivery platforms and a wide variety of consumer entertainment products. We make significant efforts to design our products and technologies to address capability, quality, and cost considerations so that they either meet, or more importantly, are adopted as industry standards across the broad range of entertainment industry markets in which we participate, as well as the markets in which we hope to compete in the future. To have our products and technologies adopted as industry standards, we must convince a broad spectrum of standards-setting organizations throughout the world, as well as our major customers and licensees who are members of such organizations, to adopt them as such. The market for broadcast technologies has traditionally been heavily based on industry standards, often mandated by governments choosing from among alternative standards, and we expect this to be the case in the future.

*Difficulty Becoming Incorporated in an Industry Standard.* Standards-setting organizations establish technology standards for use in a wide range of consumer entertainment products. It can be difficult for companies to have their technologies adopted as an industry standard, as multiple companies, including ones that typically compete against one another, are involved in the development of new technology standards for use in entertainment-oriented products.

*Participants May Choose Among Alternative Technologies within Standards.* Even when a standards-setting organization incorporates our technologies in an industry standard for a particular market, our technologies may not be the sole technologies adopted for that market. Our operating results depend upon participants in that market choosing to adopt our technologies instead of competitive technologies that also may be acceptable under such standard. For example, the continued growth of our revenue from the broadcast market will depend upon both the continued global adoption of digital television generally and the choice to use our technologies where it is one of several accepted industry standards.

*Being Part of a Standard May Limit Our Licensing Practices.* When a standards-setting organization mandates our technologies, we generally must agree to license such technologies on a fair, reasonable, and non-discriminatory basis, which could limit our control over the use of these technologies. In these situations, we must often limit the royalty rates we charge for these technologies and we may be unable to limit to whom we license such technologies or to restrict many terms of the license. We have in the past, and may in the future, be subject to claims that our licensing of industry standard technologies may not conform to the requirements of the standards-setting organization. Allegations such as these could be asserted in private actions seeking monetary damages and injunctive relief, or in regulatory actions. Claimants in such cases could seek to restrict or change our licensing practices or our ability to license our technologies.

## **Royalty Reporting**

Our operating results fluctuate based on the risks set forth in this section, as well as on:

- Timing of royalty reports from our licensees and meeting revenue recognition criteria;
- Royalty reports including positive or negative corrective adjustments;
- Retroactive royalties that cover extended periods of time; and
- Timing of revenue recognition under licensing agreements and other contractual arrangements, including recognition of unusually large amounts of revenue in any given quarter because not all of our revenue recognition criteria were met in prior periods.

*Inaccurate Licensee Royalty Reporting.* We generate licensing revenue primarily from OEMs who license our technologies and incorporate those technologies in their products. Our license agreements generally obligate our licensees to pay us a specified royalty for every product they ship that incorporates our technologies, and we rely on our licensees to report their shipments accurately. However, we have difficulty independently determining whether our licensees are reporting shipments accurately, particularly with respect to software incorporating our technologies because unauthorized copies of such software can be made relatively easily. A third party may disagree with our interpretation of the terms of a license agreement or, as a result of an audit, a third party could challenge the accuracy of our calculation. We have in the past been, and may in the future be, involved in disputes with third party technology licensees regarding license terms. Most of our license agreements permit us to audit our licensees' records and we routinely exercise these rights, but audits are generally expensive, time-consuming, and potentially detrimental to our ongoing business relationships with our licensees. In the past, licensees have understated or failed to report the number of products incorporating our technologies that they shipped, and we have not been able to collect and recognize revenue to which we were entitled. We expect that we will continue to experience understatement and non-reporting of royalties by our licensees.

*Royalties We Owe Others.* In some cases, the products we sell and the technologies we license to our customers include intellectual property that we have licensed from third parties. Our agreements with these third parties generally require us to pay them royalties for that use, and give the third parties the right to audit our calculation of those royalties. A third party may disagree with our interpretation of the terms of a license agreement or, as a result of an audit, a third party could challenge the accuracy of our calculation. We have in the past been, and may in the future be, involved in disputes with third party technology licensors regarding license terms. A successful challenge by a third party could result in the termination of a license agreement or an increase in the amount of royalties we have to pay to the third party.

## **TECHNOLOGY TRENDS AND DEVELOPMENTS**

*Technology Innovation.* The future growth of our licensing revenue will depend upon our success in new and existing markets for our technologies, such as digital broadcast, mobile devices, online and mobile media distribution, consumer video and voice. The markets for our technologies and products are defined by:

- Rapid technological change;
- New and improved technology and frequent product introductions;
- Changing consumer and licensee demands;
- Evolving industry standards; and
- Technology and product obsolescence.

Our future success depends on our ability to enhance our technologies and products and to develop new technologies and products that address the needs of the market in a timely manner. The development of enhanced and new technologies and products is a complex, uncertain process requiring high levels of innovation, highly-skilled engineering and development personnel, and the accurate anticipation of technological and market trends. We may

not be able to identify, develop, acquire, market, or support new or enhanced technologies or products on a timely basis, if at all.

*Experience with New Markets and Business Models.* Our future growth will depend, in part, upon our expansion into areas beyond our core audio and cinema markets. In addition to our digital cinema initiatives, we are exploring other areas that facilitate delivery of digital entertainment, such as Dolby Vision and other video solutions for the consumer market and Dolby Voice technology for the communications market. As we enter into these new markets, we will face new sources of competition, new business models, and new customer relationships. In order to be successful in these markets, we will need to cultivate new industry relationships to bring our products, services, and technologies to market. Our inexperience in one or more of these markets could limit our ability to successfully execute on our growth strategy.

## **INTELLECTUAL PROPERTY**

Our business is dependent upon protecting our patents, trademarks, trade secrets, copyrights, and other intellectual property rights. Effective intellectual property rights protection, however, may not be available under the laws of every country in which our products and services and those of our licensees are distributed. The efforts we have taken to protect our proprietary rights may not be sufficient or effective. We also seek to maintain select intellectual property as trade secrets, and third parties or our employees could intentionally or accidentally compromise the intellectual property that we maintain as trade secrets. In addition, protecting our intellectual property rights is costly and time consuming. We have taken steps in the past to enforce our intellectual property rights and expect to do so in the future. However, it may not be practicable or cost effective for us to enforce our intellectual property rights fully, particularly in some countries or where the initiation of a claim might harm our business relationships.

We generally seek patent protection for our innovations. However, our patent program faces a number of challenges, including:

- Possibility that some of these innovations may not be protectable;
- Failure to protect innovations that later turn out to be important;
- Insufficient patent protection to prevent third parties from designing around our patent claims; and
- Possibility that an issued patent may later be found to be invalid or unenforceable.

*Patent Royalties and Expiration.* Many of the technologies that we license to our system licensees are covered by patents, and the licensing revenue that we receive from those licenses depends in large part upon the life of such patents. In general, our agreements with our licensees require them to pay us a full royalty with respect to a particular technology only until the last patent covering that technology expires in a particular country. As of June 27, 2014, we had approximately 4,200 issued patents in addition to approximately 2,900 pending patent applications in nearly 70 jurisdictions throughout the world. Our currently issued patents expire at various times through April 2039.

We seek to mitigate this risk in a variety of ways. We regularly look for opportunities to expand our patent portfolio through organic development and acquisitions. We develop proprietary technologies to replace licensing revenue from technologies covered by expiring patents with licensing revenue supported by patents with a longer remaining life. And we develop and license our technologies in a manner designed to minimize the chance that a system licensee would develop competing technologies.

In particular, some of our patents relating to Dolby Digital technologies, from which we derive a significant part of our licensing revenue, have expired and others will expire over the next several years. We have transitioned a number of our Dolby Digital licensees, and continue to make progress in transitioning other Dolby Digital licensees, to Dolby Digital Plus technologies, an extension of our Dolby Digital technologies, whose patents generally expire later than the Dolby Digital patents. We now derive a significant part of our licensing revenue from Dolby Digital Plus. To be successful, we must continue to transition licensees to Dolby Digital Plus, and discourage licensees of Dolby Digital Plus to transition back to Dolby Digital as our original patents covering this technology expire.

*Unauthorized Use of Our Intellectual Property.* We have often experienced, and expect to continue to experience, problems with non-licensee OEMs and software vendors, particularly in emerging economies, such as China, incorporating our technologies and trademarks into their products without our authorization and without paying us any licensing fees. Manufacturers of integrated circuits, or ICs, containing our technologies occasionally sell these ICs to third parties who are not our system licensees. These sales, and the failure of such manufacturers to report the sales, facilitate the unauthorized use of our intellectual property. As emerging economies transition from analog to

digital content, such as the transition from analog to digital broadcast, we expect to experience increased problems with this form of piracy.

*Intellectual Property Litigation.* Companies in the technology and entertainment industries frequently engage in litigation based on allegations of infringement or other violations of intellectual property rights. We have faced such claims in the past and we expect to face similar claims in the future. Any intellectual property claims, with or without merit, could be time-consuming, expensive to litigate or settle, and could divert management resources and attention. In the past, we have settled claims relating to infringement allegations and agreed to make payments in connection with such settlements. An adverse determination in any intellectual property claim could require that we pay damages or stop using technologies found to be in violation of a third party's rights and could prevent us from offering our products and services to others. In order to avoid these restrictions, we may have to seek a license for the technology, which may not be available on reasonable terms or at all. Licensors could also require us to pay significant royalties. As a result, we may be required to develop alternative non-infringing technologies, which could require significant effort and expense. If we cannot license or develop technologies for any aspects of our business found to be infringing, we may be forced to limit our product and service offerings and may be unable to compete effectively.

In some instances, we have contractually agreed to provide indemnifications to licensees relating to our intellectual property. Additionally, at times we have chosen to defend our licensees from third party intellectual property infringement claims even where such defense was not contractually required, and we may choose to take on such defense in the future.

*Licensee Disputes.* At times, we are engaged in disputes regarding the licensing of our intellectual property rights, including matters related to our royalty rates and other terms of our licensing arrangements. These types of disputes can be asserted by our customers or prospective customers or by other third parties as part of negotiations with us or in private actions seeking monetary damages or injunctive relief, or in regulatory actions. In the past, licensees have threatened to initiate litigation against us based on potential antitrust claims or regarding our licensing royalty rate practices. Damages and requests for injunctive relief asserted in claims like these could be significant, and could be disruptive to our business.

*U.S. and Foreign Patent Rights.* Our licensing business depends in part on the uniform and consistent treatment of patent rights in the U.S. and abroad. Changes to the patent laws and regulations in the U.S. and abroad may limit our ability to obtain, license, and enforce our rights. Additionally, court and administrative rulings may interpret existing patent laws and regulations in ways that hurt our ability to obtain, license, and enforce our patents. We face challenges protecting our intellectual property in foreign jurisdictions, including:

- Our ability to enforce our contractual and intellectual property rights, especially in countries that do not recognize and enforce intellectual property rights to the same extent as the U.S., Japan, Korea, and European countries do, which increases the risk of unauthorized use of our technologies;
- Limited or no patent protection for our Dolby Digital technologies in countries such as China, Taiwan, and India, which may require us to obtain patent rights for new and existing technologies in order to grow or maintain our revenue; and
- Because of limitations in the legal systems in many countries, our ability to obtain and enforce patents in many countries is uncertain, and we must strengthen and develop relationships with entertainment industry participants worldwide to increase our ability to enforce our intellectual property and contractual rights without relying solely on the legal systems in the countries in which we operate.

## OPERATIONS

*Reliance on Key Suppliers.* Our reliance on suppliers for some of the key materials and components we use in manufacturing our products involves risks, including limited control over the price, timely delivery, and quality of such components. We generally have no formal agreements in place with our suppliers for the continued supply of materials and components. Although we have identified alternate suppliers for most of our key materials and components, any required changes in our suppliers could cause delays in our operations and increase our production costs. In addition, our suppliers may not be able to meet our production demands as to volume, quality, or timeliness.

Moreover, we rely on sole source suppliers for some of the components that we use to manufacture our products, including specific charged coupled devices, light emitting diodes, and digital signal processors. These sole source suppliers may become unable or unwilling to deliver these components to us at an acceptable cost or at all, which could force us to redesign those specific products. Our inability to obtain timely delivery of key components of acceptable quality, any significant increases in the prices of components, or the redesign of our products could result

in production delays, increased costs, and reductions in shipments of our products.

*Product Quality.* Our products, and products that incorporate our technologies, are complex and sometimes contain undetected software or hardware errors, particularly when first introduced or when new versions are released. In addition, we do not have as much control over manufacturing performed by contract manufacturers, which could result in quality problems. Furthermore, our products and technologies are sometimes combined with or incorporated into products from other vendors, sometimes making it difficult to identify the source of a problem. Any negative publicity or impact relating to these product problems could affect the perception of our brand and market acceptance of our products or technologies. These errors could result in a loss of or delay in market acceptance of our products or cause delays in delivering them and meeting customer demands, any of which could reduce our revenue and raise significant customer relations issues. In addition, if our products or technologies contain errors we could be required to replace or reengineer them, which would increase our costs. Moreover, if any such errors cause unintended consequences, we could incur substantial costs in defending and settling product liability claims. Although we generally attempt to contractually limit our liability, if these contract provisions are not enforced, or are unenforceable for any reason, or if liabilities arise that are not effectively limited, we could incur substantial costs in defending and settling product liability claims.

*Production Processes and Production.* Production difficulties or inefficiencies can interrupt production, resulting in our inability to deliver products on time in a cost effective manner, which could harm our competitive position. We have a single production facility and increasingly use contract manufacturers for a significant portion of our production capacity. Our reliance on contract manufacturers for the manufacture of our products involves risks, including limited control over timely delivery and quality of such products. If production of our products is interrupted, we may not be able to manufacture products on a timely basis. A shortage of manufacturing capacity for our products could materially adversely affect our operating results and damage our customer relationships. We may be unable to quickly adapt our manufacturing capacity to rapidly changing market conditions and a contract manufacturer may encounter similar difficulties. Likewise, we may be unable to quickly respond to fluctuations in customer demand or contract manufacturer interruptions. At times we underutilize our manufacturing facilities as a result of reduced demand for some of our products.

*Cybersecurity.* We rely on information technology systems in the conduct of our business, including systems designed and managed by third parties. Many of these systems contain confidential information, including personal information, trade secrets and other intellectual property. While we have taken a number of steps to protect these systems, the number and sophistication of malicious attacks that companies have experienced from third parties has increased over the past few years. Disruptions to these systems, due to outages, breaches or other causes, can have severe consequences to our business, including financial loss and reputational damage.

## **COMPETITION**

The markets for entertainment industry technologies are highly competitive, and we face competitive threats and pricing pressure in our markets. Consumers may perceive the quality of the audio experience produced by some of our competitors' technologies to be equivalent or superior to the audio experience produced by our technologies. Some of our current or future competitors may have significantly greater financial, technical, marketing, and other resources than we do, or may have more experience or advantages in the markets in which they compete. These competitors may also be able to offer integrated system solutions in markets for entertainment technologies on a royalty-free basis or at a lower price than our technologies, including audio, video, and other technologies, which could make competing technologies that we develop less attractive.

*Pricing Pressures.* The markets for the consumer entertainment products in which our technologies are incorporated are intensely competitive and price sensitive. We expect to face increased royalty pricing pressure for our technologies as we seek to drive the adoption of our technologies into online content and portable devices, such as tablets and smartphones. Retail prices for consumer entertainment products that include our sound technologies, such as DVD players and home theater systems, have decreased significantly, and we expect prices to decrease for the foreseeable future. In response, OEMs have sought to reduce their product costs, which can result in downward pressure on the licensing fees we charge.

*Customers as Competitors.* We face competitive risks in situations where our customers are also current or potential competitors. For example, Sony and Technicolor are significant licensee customers, but are also competitors with respect to some of our consumer, broadcast, and cinema technologies. Our customers may choose to use competing technologies they have developed or in which they have an interest rather than use our technologies. The existence of important customer relationships may influence which strategic opportunities we pursue, as we may forgo some opportunities in the interests of preserving a critical customer relationship.

*Competition from Other Audio Formats.* We believe that the success we have had licensing our technologies to system licensees is due, in part, to the strength of our brand and the perception that our technologies provide a high quality solution for multichannel audio. However, both free and proprietary sound technologies are becoming increasingly prevalent, and we expect competitors to continue to enter this field with other solutions. Furthermore, to the extent that customers perceive our competitors' solutions to provide the same advantages as our technologies at a lower or comparable price, there is a risk that these customers may treat sound encoding technologies as commodities, resulting in loss of status of our technologies, decline in their use, and significant pricing pressure.

*Competition for Employees.* In order to be successful, we must attract, develop, and retain employees, including employees to work on our growth initiatives where our current employees may lack experience with the business models and markets we are pursuing. Competition for experienced employees in our markets can be intense. In order to attract and retain employees, we must provide a competitive compensation package, including cash and equity compensation. Our equity awards include stock options and restricted stock units, and the future value of these awards is uncertain, and depends on our stock price performance over time. In order for our compensation packages to be viewed as competitive, prospective employees must perceive our equity awards to be a valuable benefit.

## **STRATEGIC ACTIVITIES**

*Importance of Relationships with Entertainment Industry.* To be successful, we must maintain and grow our relationships with a broad range of entertainment industry participants, including:

- Content creators, such as film directors, studios, music producers and mobile and online content producers;
- Content distributors, such as film exhibitors, broadcasters, operators, and over-the-top ("OTT") video service providers and video game publishers; and
- Device manufacturers.

Relationships have historically played an important role in the entertainment markets that we serve. For example, sales of our products and services are particularly dependent upon our relationships with major film studios and broadcasters, and licensing of our technologies is particularly dependent upon our relationships with system licensees and IC manufacturers. If we fail to maintain and strengthen these relationships, these entertainment industry participants may be less likely to purchase and use our technologies, products, and services, or create content incorporating our technologies.

*Consequences of M&A Activity.* We evaluate a wide array of possible strategic transactions, including acquisitions. We consider these types of transactions in connection with, among other things, our efforts to strengthen our core audio and cinema businesses and expand beyond sound technologies. Although we cannot predict whether or not we will complete any such acquisition or other transactions in the future, any of these transactions could be significant in relation to our market capitalization, financial condition, or results of operations. The process of integrating an acquired company, business, or technology may create unforeseen difficulties and expenditures. Foreign acquisitions involve unique risks in addition to those mentioned above, including those related to integration of operations across different geographies, cultures, and languages; currency risks; and risks associated with the economic, political, and regulatory environment in specific countries. Future acquisitions could result in potentially dilutive issuances of our equity securities, the incurrence of debt, contingent liabilities, amortization expenses, and write-offs of goodwill. Future acquisitions may also require us to obtain additional equity or debt financing, which may not be available on favorable terms or at all. Also, the anticipated benefits of our acquisitions may not materialize.

We face various risks in integrating acquired businesses, including:

- Diversion of management time and focus from operating our business to acquisition integration challenges;
- Cultural and logistical challenges associated with integrating employees from acquired businesses into our organization;

- Retaining employees, suppliers and customers from businesses we acquire;
- The need to implement or improve internal controls, procedures, and policies appropriate for a public company at businesses that prior to the acquisition may have lacked effective controls, procedures, and policies;
- Possible write-offs or impairment charges resulting from acquisitions;
- Unanticipated or unknown liabilities relating to acquired businesses; and
- The need to integrate acquired businesses' accounting, management information, manufacturing, human resources, and other administrative systems to permit effective management.

On February 23, 2014, we entered into a definitive agreement to acquire Doremi Labs, a privately held company for \$92.5 million in cash and up to an additional \$20.0 million in contingent consideration that may be earned over a four-year period. The announcement of the acquisition could cause disruptions in our cinema business. For example, our cinema customers may delay, reduce or even cease making purchases of our cinema products from us until they determine whether the acquisition will affect our cinema products and services. In addition, the acquisition could divert the time and attention of our management. We have incurred and will continue to incur legal and other expenses in connection with the pending acquisition, which could have a negative effect on our results of operations. Furthermore, the acquisition is subject to customary closing conditions, including review by United States and international regulators. Depending on these conditions, the transaction is anticipated to close by the end of the 2014 calendar year. However, we cannot provide assurance that the acquisition will be completed within that timeframe, if at all. If the acquisition is not completed, the price of our Class A common stock may drop to the extent that the current market price of our Class A common stock reflects an assumption that a transaction will be completed. In addition, any disruptions to our cinema business resulting from the announcement of the acquisition, including any adverse changes in our relationships with our customers, could continue or accelerate in the event of a failed transaction. There can be no assurance that our stock price, these relationships or our cinema business will not be adversely affected if the acquisition is not consummated.

## LEGAL AND REGULATORY COMPLIANCE

*Costs of Environmental Laws and Regulation.* Our operations use substances regulated under federal, state, local, and international laws governing the environment, including those governing the discharge of pollutants into the air and water, the management, disposal, and labeling of hazardous substances and wastes, and the cleanup of contaminated sites. In addition, future environmental laws and regulations have the potential to affect our operations, increase our costs, decrease our revenue, or change the way we design or manufacture our products. We face increasing complexity in our product design as we adjust to requirements relating to the materials composition of our products. For some products, substituting particular components containing regulated hazardous substances is more difficult or costly, and additional redesign efforts could result in production delays. We could incur costs, fines, and civil or criminal sanctions, third party property damage or personal injury claims, or could be required to incur substantial investigation or remediation costs, if we were to violate or become liable under environmental laws.

*International Business and Compliance.* We are dependent on international sales for a substantial amount of our total revenue. We are subject to a number of risks related to conducting business internationally, including:

- U.S. and foreign government trade restrictions, including those which may impose restrictions on importation of programming, technology, or components to or from the U.S.;
- Compliance with applicable international laws and regulations, including antitrust laws, that may differ or conflict with laws in other countries where we conduct business, or are otherwise not harmonized with one another;
- Foreign government taxes, regulations, and permit requirements, including foreign taxes that we may not be able to offset against taxes imposed upon us in the U.S., and other laws limiting our ability to repatriate funds to the U.S.;
- Changes in diplomatic and trade relationships;
- Difficulty in establishing, staffing, and managing foreign operations;
- Adverse fluctuations in foreign currency exchange rates and interest rates, including risks related to any interest rate swap or other hedging activities we undertake;
- Political or social instability, natural disasters, war or events of terrorism; and
- The strength of international economies.

In many foreign countries, particularly in those with developing economies, it is common to engage in business practices that are prohibited by U.S. regulations applicable to us such as the Foreign Corrupt Practices Act ("FCPA") and U.S. export controls. Although we implement policies and procedures designed to ensure compliance with the

FCPA and U.S. export controls, there can be no assurance that all of our employees, distributors, dealers, and agents will not take actions in violation of our policies or these regulations.

*Conflict Minerals.* The Securities and Exchange Commission ("SEC") has adopted rules regarding disclosure of the use of conflict minerals (commonly referred to as tantalum, tin, tungsten, and gold), which are sourced from the Democratic Republic of the Congo and surrounding countries. This requirement could affect the sourcing, availability and pricing of materials used in our products as well as the companies we use to manufacture our products. In circumstances where conflict minerals in our products are found to be sourced from the Democratic Republic of the Congo or surrounding countries, Dolby may take further actions to change materials, designs or manufacturers to reduce the possibility that Dolby's contracts to manufacture products that contain conflict minerals finance or benefit local armed groups in the region. The implementation of these rules could adversely affect the sourcing, supply and pricing of materials used in our products. As there may be only a limited number of suppliers that can certify to us that they are offering "conflict free" conflict minerals, we cannot be sure that we will be able to obtain necessary conflict minerals from such suppliers in sufficient quantities or at competitive prices. These actions could also add engineering and other costs in connection with the manufacturing of our products.

We have incurred and expect to continue to incur costs to design and implement a process to discover the origin of the conflict minerals used in our products, including components we purchase from third parties, and to audit our conflict minerals reports. Since our supply chain is complex, we may not be able to sufficiently verify the origins for these minerals used in our products through the due diligence procedures that we implement. Our reputation may suffer if we determine that certain of our products contain conflict minerals that are not determined to be conflict free or if we are unable to sufficiently verify the origins for all conflict minerals used in our products through the procedures we may implement. In addition, some customers may require that all of our products are certified to be conflict free and if we cannot satisfy these customers, they may choose a competitor's products.

*Tax Rates and Liabilities.* Changes in the valuation of our deferred tax assets and liabilities, the geographic mix of our revenue, or changes in tax laws or their interpretation could affect our future effective tax rates. We file income tax returns in the U.S. and in several U.S. state and foreign jurisdictions, and must use judgment in determining our worldwide provision for income taxes. For example, the following could affect our income taxes:

- Earnings being lower than anticipated in countries that have lower tax rates and higher than anticipated in countries that have higher tax rates;
- Changes in the valuation of our deferred tax assets and liabilities;
- Expiration of or lapses in the research and development ("R&D") tax credit laws;
- Fluctuations in tax exempt interest income;
- Transfer pricing adjustments;
- Tax effects of nondeductible compensation;
- Tax costs related to intercompany realignments;
- Any obligations or decisions to repatriate earnings from abroad earlier than anticipated;
- Changes in accounting principles; or
- Changes in tax laws and regulations in the countries in which we operate including possible U.S. changes to the taxation of earnings of our foreign subsidiaries, the deductibility of expenses attributable to foreign income, or the foreign tax credit rules.

We are subject to the periodic examination of our income tax returns by tax authorities. We regularly assess the likelihood of adverse outcomes resulting from these examinations to determine the adequacy of our provision for income taxes, but an adverse decision by tax authorities could significantly impact our financial results. Additionally, due to the evolving nature of tax rules combined with the large number of jurisdictions in which we operate, it is possible that our estimates of our tax liability and the realizability of our deferred tax assets could change in the future, which may result in additional tax liabilities.

## **STOCK-RELATED ISSUES**

*Controlling Stockholder.* On September 12, 2013, our founder, Ray Dolby, passed away. At June 27, 2014, Ray Dolby's family members and their affiliates owned 30,902 shares of our Class A common stock and 52,752,898 shares of our Class B common stock. As of June 27, 2014, Ray Dolby's family members and their affiliates had voting power of approximately 99.7% of our outstanding Class B common stock, which in the aggregate represented approximately 91.2% of the combined voting power of our outstanding Class A and Class B common stock. Under our certificate of incorporation, holders of Class B common stock are entitled to ten votes per share while holders of Class A common stock are entitled to one vote per share. Generally, shares of Class B common stock automatically

convert into shares of Class A common stock upon transfer of such Class B common stock, other than transfers to certain specified persons and entities, including the spouse and descendants of Ray Dolby and the spouses and domestic partners of such descendants.

Because of this dual class structure, Ray Dolby's family members and their affiliates will, for the foreseeable future, have significant influence over our management and affairs, and will be able to control virtually all matters requiring stockholder approval, including the election of directors and significant corporate transactions such as mergers or other sales of our company or assets, even if they come to own considerably less than 50% of the total number of outstanding shares of our Class A and Class B common stock.

Moreover, these persons may take actions in their own interests that our other stockholders do not view as beneficial. Absent a transfer of Class B common stock that would trigger an automatic conversion as described above, there is no threshold or time deadline at which the shares of Class B common stock will automatically convert into shares of Class A common stock.

*Insider Sales of Common Stock.* If our founder's family, officers, directors or employees sell, or indicate an intention to sell, substantial amounts of our Class A common stock in the public market, including shares of Class A common stock issuable upon conversion of shares of Class B common stock, the trading price of our Class A common stock could decline.

*Stock Repurchase Program.* Our stock repurchase program may reduce the public float of shares available for trading on a daily basis. Such purchases may be limited, suspended, or terminated at any time without prior notice. There can be no assurance that we will buy additional shares of our Class A common stock under our stock repurchase program or that any future repurchases will have a positive impact on our stock price or earnings per share. Important factors that could cause us to discontinue or decrease our share repurchases include, among others, unfavorable market conditions, the market price of our Class A common stock, the nature of other investment or strategic opportunities presented to us, the rate of dilution of our equity compensation programs, our ability to make appropriate, timely, and beneficial decisions as to when, how, and whether to purchase shares under the stock repurchase program, and the availability of funds necessary to continue purchasing stock. If we curtail our repurchase program, our stock price may be negatively affected.

## ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

### Sales of Unregistered Securities

During the fiscal quarter ended June 27, 2014, we issued an aggregate of 49,479 shares of our Class B common stock to certain employees, officers, and directors upon the exercise of options awarded under our 2000 Stock Incentive Plan, for which we received aggregate proceeds of approximately \$0.2 million. We believe these transactions were exempt from the registration requirements of the Securities Act of 1933, as amended ("Securities Act") in reliance on Rule 701 thereunder as transactions pursuant to compensatory benefit plans and contracts relating to compensation as provided under Rule 701.

As of June 27, 2014, options to purchase an aggregate of 17,611 shares of our Class B common stock remain outstanding. All issuances of shares of our Class B common stock pursuant to the exercise of these options will be made in reliance on Rule 701. All option grants made under the 2000 Stock Incentive Plan were made prior to the effectiveness of our initial public offering, and no further option grants will be made under our 2000 Stock Incentive Plan. None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering.

Each share of our Class B common stock is convertible into one share of our Class A common stock at any time at the option of the holder or upon the affirmative vote of the holders of a majority of the shares of Class B common stock. In addition, each share of Class B common stock shall convert automatically into one share of Class A common stock upon any transfer, except for certain transfers described in our amended and restated certificate of incorporation.

### Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Our Board of Directors announced a \$250.0 million stock repurchase program on November 3, 2009. The program, which has no expiration date, approved the repurchase of shares of our Class A common stock, \$0.001 par value per share. The authorized maximum was subsequently increased by \$300.0 million, \$250.0 million, and \$100.0 million as announced on July 27, 2010, August 4, 2011, and February 8, 2012, respectively. Stock repurchases under this program may be made through open market transactions, negotiated purchases, or otherwise, at times and in such amounts as we consider appropriate. The following table provides information regarding our share repurchases made under program during the third quarter of fiscal 2014:

Repurchase Activity	Total Shares Repurchased	Average Price Paid Per Share (1)	Total Shares Repurchased	Remaining Authorized Share Repurchases (2)
March 29, 2014 - April 25, 2014	—	\$—	—	\$104.4 million
April 26, 2014 - May 23, 2014	557,900	39.75	557,900	\$82.2 million
May 24, 2014 - June 27, 2014	172,100	41.30	172,100	\$75.1 million
<b>Total</b>	<b>730,000</b>		<b>730,000</b>	

(1) Average price paid per share excludes commission costs.

(2) Amounts represent the approximate dollar value of the maximum remaining number of shares that may yet be purchased under the stock repurchase program, and excludes commission costs.

**ITEM 6. EXHIBITS**

Exhibit Number	Description	Incorporated By Reference Herein			Filed Herewith
		Form	File Number	Date	
10.1*	Second Amendment to Lease Agreement for 100 Potrero Avenue, San Francisco, California dated May 6, 2014 by and among Dolby Laboratories, Inc. and the Dolby Family Trust and affiliated Trusts				X
10.2*	First Amendment to Lease Agreement for 130 Potrero Avenue, San Francisco, California dated May 6, 2014 by and among Dolby Laboratories, Inc. and the Dolby Family Trust and affiliated Trusts				X
10.3*	First Amendment to Lease Agreement for 140 Potrero Avenue, San Francisco, California dated May 6, 2014 by and among Dolby Laboratories, Inc. and the Dolby Family Trust and affiliated Trusts				X
31.1	Certification of Chief Executive Officer pursuant to Exchange Act Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act				X
31.2	Certification of Chief Financial Officer pursuant to Exchange Act Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act				X
32.1	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act				†
101.INS	XBRL Instance Document				†
101.SCH	XBRL Taxonomy Extension Schema Document				†
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document				†
101.DEF	XBRL Extension Definition				†
101.LAB	XBRL Taxonomy Extension Label Linkbase Document				†
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document				†

\* Denotes a management contract or compensatory plan or arrangement.

† Furnished herewith.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: July 30, 2014

DOLBY LABORATORIES, INC.

By: \_\_\_\_\_ /S/ LEWIS CHEW

**Lewis Chew**

**Executive Vice President and Chief Financial Officer  
(Principal Financial and Accounting Officer)**

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this “**Amendment**”) is made and entered into as of May 6, 2014, by and among DAGMAR DOLBY, AS TRUSTEE OF THE DOLBY FAMILY TRUST DATED MAY 7, 1999, DAGMAR DOLBY, AS TRUSTEE OF THE RAY DOLBY 2002 TRUST A DATED APRIL 19, 2002, and DAGMAR DOLBY, AS TRUSTEE OF THE RAY DOLBY 2002 TRUST B DATED APRIL 19, 2002 (collectively, “**Landlord**”), and DOLBY LABORATORIES, INC., a California corporation (“**Tenant**”).

### RECITALS

A. Landlord and Tenant are parties to that certain Lease Agreement dated as of December 31, 2005 (the “**Original Lease**”), which Original Lease was amended by that certain First Amendment to Lease Agreement dated as of March 31, 2006 (the “**First Amendment**”), and further supplemented by a Waiver dated as of December 20, 2012, a Waiver dated as of February 27, 2013, a Waiver dated as of April 26, 2013, a Waiver dated as of June 29, 2013, and a Waiver and Extension dated as of September 29, 2013 (collectively, the “**Initial Waivers**”), and by a Waiver and Extension dated as of April 30, 2014 (the “**April 2014 Waiver**”). As used in this Amendment, the Original Lease, First Amendment and the Initial Waivers shall be collectively referred to herein as the “**Existing Lease**”.

B. Pursuant to the Existing Lease, Landlord leases to Tenant, and Tenant leases from Landlord, those certain premises (the “**Premises**”) located at 100 Potrero Avenue, San Francisco, California, as more particularly described in the Lease.

C. Without giving effect to the April 2014 Waiver, the Term of the Lease was scheduled to expire on April 30, 2014 (the “**Scheduled Expiration Date**”). The April 2014 Waiver extended the expiration of the Term of the Lease to May 6, 2014.

D. Landlord and Tenant now desire to amend the Lease to extend the Term, among other things, all subject to the terms, covenants and conditions set forth herein.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. ***Retroactive Effective Date; Defined Terms.***

(a) This Amendment shall be effective as of May 1, 2014, on a retroactive basis, and upon execution and delivery of this Amendment by both Landlord and Tenant, the April 2014 Waiver shall be void *ab initio* and of no force or effect.

(b) Unless otherwise expressly set forth herein, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Existing Lease. As

used herein and in the Existing Lease, the term “**Lease**” shall mean the Existing Lease as amended hereby, and the term “**Second Amendment**” shall mean this Amendment.

2. **Measurement of Premises.** The rentable square footage of the Premises has been determined by Huntsman Architectural Group in accordance with the standards of the Building Owners and Managers Association ANSI/BOMA Z65.1 (2010) - Method A to be 70,365 rentable square feet, and the parties agree that such determination shall be conclusive for the purposes of the Lease from and after the Extended Term Commencement Date (as defined below). All references to any different rentable square footage in the Existing Lease are hereby amended accordingly, from and after the Extended Term Commencement Date.

3. **Term.** The Term is hereby extended for an additional ten (10) year and six (6) month period, commencing on May 1, 2014 (the “**Extended Term Commencement Date**”), and expiring on October 31, 2024 (the “**Extended Expiration Date**”), unless sooner terminated in accordance with the terms of the Lease. That portion of the Term commencing on the Extended Term Commencement Date and ending on the Extended Expiration Date shall be referred to herein as the “**Extended Term**,” and unless the context clearly provides otherwise, all references in the Lease to the “**Term**” shall be deemed to include the Extended Term, and all references in the Lease to the “**Expiration Date**” shall be deemed to be the Extended Expiration Date.

4. **Rent.** During the Extended Term, Tenant will pay as Base Rent for the Premises the following:

Period	Annual Rate Per RSF	Annual Base Rent*	Monthly Base Rent*
May 1, 2014 – October 31, 2014	\$0.00	N/A	\$0.00
November 1, 2014 - April 30, 2015	\$36.00	\$2,533,140.00	\$211,095.00
May 1, 2015 - April 30, 2016	\$37.00	\$2,603,505.00	\$216,958.75
May 1, 2016 - April 30, 2017	\$38.00	\$2,673,870.00	\$222,822.50
May 1, 2017 - April 30, 2018	\$39.00	\$2,744,235.00	\$228,686.25
May 1, 2018 - April 30, 2019	\$40.00	\$2,814,600.00	\$234,550.00
May 1, 2019 - April 30, 2020	\$41.00	\$2,884,965.00	\$240,413.75
May 1, 2020 - April 30, 2021	\$42.00	\$2,955,330.00	\$246,277.50
May 1, 2021 - April 30, 2022	\$43.00	\$3,025,695.00	\$252,141.25
May 1, 2022 - April 30, 2023	\$44.00	\$3,096,060.00	\$258,005.00
May 1, 2023 - April 30, 2024	\$45.00	\$3,166,425.00	\$263,868.75
May 1, 2024 - October 31, 2024	\$46.00	\$3,236,790.00	269.732.50

\*Subject to abatement pursuant to Section 7(b) below.

5. **Additional Charges, Utilities.** During the Extended Term (including, but not limited to, during any period of rent abatement pursuant to Section 4 or 7(b) hereof), Tenant shall pay all Additional Charges and Utilities in accordance with the Lease.

6. **Condition of Premises.** Tenant is in possession of the Premises and will accept the same as of the Extended Term Commencement Date “AS-IS” without any agreements, representations, understandings or obligations on the part of Landlord to (i) perform any alterations, additions, repairs or improvements, (ii) fund or otherwise pay for any alterations, additions, repairs or improvements to the Premises, or (iii) grant Tenant any free rent, concessions, credits or contributions of money with respect to the Premises, except as expressly provided otherwise in the Lease. In accordance with Section 7 of the Lease, Tenant further agrees and acknowledges that the Premises are suitable for Tenant’s use, and that Tenant shall lease the Premises in its “AS-IS” condition, subject to the provisions of the Lease. Landlord makes no representation or warranty as to (i) the nature, quality or condition of the Premises or the Building, or (ii) the nature, quality or suitability for Tenant’s business of the Building or the Premises, and Tenant shall have no rights against Landlord by reason of any claimed deficiencies therein, except as expressly provided in the Lease.

7. **Construction Period.**

(a) During the period (the “**Construction Period**”) commencing on the date that Tenant commences the Tenant Improvement Work (as hereinafter defined) and ending upon the date of substantial completion of the Tenant Improvement Work, Tenant shall be permitted to perform the Tenant Improvement Work in accordance with Section 8 below. Landlord and Tenant acknowledge that Tenant intends to cause all or substantially all of its personnel to vacate the Premises in advance of the Tenant Improvement Work. The Construction Period is anticipated to commence on March 1, 2015. Tenant shall provide Landlord with thirty (30) days’ advance notice of the commencement of the Construction Period. With at least thirty (30) days’ prior written notice to Landlord, the anticipated March 1, 2015 commencement of the Construction Period may be reasonably modified by Tenant. Notwithstanding anything to the contrary in this Amendment, Tenant may perform the Tenant Improvement Work outside the initially anticipated Construction Period or during periods in which the Premises are occupied in whole or in part.

(b) During the first six (6) full calendar months of the Construction Period, Tenant shall be entitled to an abatement of Base Rent. Notwithstanding anything in the foregoing to the contrary, during the Construction Period Tenant shall be subject to all the terms and provisions of the Lease except the obligation to pay Base Rent.

8. **Tenant Improvement Work.**

( a ) **Incorporation.** Unless the context clearly provides otherwise, the term “Alterations” as used in Article 10, Sections 11.2 and 27, and Schedule I of the Lease shall be deemed to include the Tenant Improvement Work (as hereinafter defined). Notwithstanding the foregoing or anything to the contrary in Article 10 of the Existing Lease, the parties agree as follows with respect to the Tenant Improvement Work:

(i) Landlord hereby approves the scope of work identified in (x) the Murphy Burr Curry Structural Engineers Structural Schematic Design dated February 26, 2014 and (y) the Hixson & Associates Conceptual Building Upgrade Budget Assessment dated February 25, 2014, and the building condition reports referred to therein (the “**Base B**”

**uilding Scope**”) and more particularly identified in the non-binding Letter of Intent dated March 7, 2014 executed by and between Landlord and Tenant; provided that Landlord retains the right to approve the plans and specifications for all such work as provided in Section 10.1(b) of the Existing Lease; and provided further that the Base Building Scope shall include: (A) complete replacement of the roof with a new roof having a life expectancy (and warranty) of at least 25 years; and (B) complete replacement of all HVAC units with high-quality equipment that is consistent with newly renovated office space in the South of Market area of San Francisco, and that has a life expectancy consistent with Landlord’s objective to retain the Building as a long-term investment.

(ii) No performance bond shall be required in connection with the Tenant Improvement Work;

(iii) Landlord shall not be entitled to any supervision, administration, management or similar fee or reimbursement for any other out-of-pocket costs in connection with the construction of the Tenant Improvement Work;

(iv) All insurance requirements with respect to the Tenant Improvement Work shall be as set forth in Section 8(g) below; provided that the foregoing shall not relieve Tenant of its obligation to maintain all insurance required pursuant to Section 16 and Schedule I of the Existing Lease

(v) Landlord approves Murphy Burr Curry Structural Engineers (“**MBCSE**”) as an acceptable structural engineer for the Seismic Work (defined below), and, notwithstanding anything to the contrary in the Lease, Landlord’s approval shall only be required for Tenant’s architect, structural engineer, mechanical, electrical and plumbing (MEP) engineer, and general contractor in connection with the Tenant Improvement Work, which approval shall not be unreasonably withheld, conditioned or delayed; and

(vi) Clauses (f) and (g) of Section 11.2 of the Existing Lease shall not apply as to the Tenant Improvement Work.

( b ) **Allowance.** Tenant shall be entitled to an allowance (the “**Allowance**”) in an amount not to exceed Ninety Dollars (\$90.00) per rentable square foot of the Premises for the costs relating to the Tenant Improvement Work described in Section 8(c) below. In no event shall Landlord be obligated to make disbursements pursuant to this Section 8 in a total amount which exceeds the Allowance (subject to the provisions of Section 8(i) below which provide for a possible increase in the amount of the Seismic Allowance, as defined below). All construction and other costs not covered by the Allowance shall be paid by Tenant in accordance with Article 10 of the Lease. Tenant must submit Payment Request Supporting Documentation (as hereinafter defined) for such work in order to be entitled to receive the Allowance for such work. The term “**Tenant Improvement Work**” shall mean: (i) all seismic upgrade work (“**Seismic Work**”), (ii) building systems repair or replacement work (“**Base Building Work**”), and (iii) the design, permitting and construction of Tenant’s improvements which are permanently affixed to the Premises (the “**Tenant Buildout Work**”), which Tenant Improvement Work shall be managed by Tenant. Tenant shall have the

option to determine in which fiscal year(s) during the Extended Term to use the Allowance, with prior written notice to Landlord.

( c ) **Allowance Items.** Except as otherwise set forth in this Section 8, the Allowance shall be disbursed by Landlord for the following items (collectively, the “**Allowance Items**”), including in each case, all hard and soft costs incurred by Tenant in the design, permitting and construction of the respective Allowance Item, including, but not limited to, permitting, architectural, and consulting fees, engineering, mechanical and electrical services and construction management:

(i) One Million Eight Hundred Eighty Thousand Dollars (\$1,880,000.00) toward the cost of Seismic Work (the “**Seismic Allowance**”), which Seismic Allowance is subject to adjustment as set forth in Section 8(i) below;

(ii) Two Million Three Hundred Seventy-Eight Thousand Dollars (\$2,378,000.00) toward the cost of Base Building Work (the “**Base Building Allowance**”); and

(iii) Two Million Seventy-Five Thousand Seven Hundred Sixty-Seven Dollars (\$2,075,767.00) toward the cost of the construction of the Tenant Buildout Work (the “**Tenant Buildout Allowance**”).

Notwithstanding the foregoing, Tenant shall have the right to apply up to Three Hundred Fifty-One Thousand Eight Hundred Twenty-Five Dollars (\$351,825.00) of the Allowance for the Tenant Buildout Work to pay the costs of telephone/data cabling and equipment. In the event the actual costs of performing the Base Building Work or the Tenant Buildout Work exceed the Base Building Allowance or the Tenant Buildout Allowance, respectively, Tenant shall be entitled to reallocate any unused portion of the Base Building Allowance to pay excess costs of the Tenant Buildout Work or to reallocate any unused portion of the Tenant Buildout Allowance to pay excess costs of the Base Building Work, as the case may be; provided, however, that that no cost savings from the Base Building Work may be reallocated to pay excess costs of the Tenant Buildout work unless Tenant shall have performed the scope of the Base Building Work substantially in accordance with the Base Building Scope and in a good and workmanlike manner using new materials that are of high quality.

(d) **Disbursement of Allowance.** Tenant shall have the right to request disbursements of the Allowance (not more frequently than on a monthly basis) to reimburse Tenant for Allowance Items for the benefit of Tenant and shall authorize the release of funds for the benefit of Tenant as follows:

(i) In connection with any request for disbursement of the Allowance, Tenant shall deliver to Landlord: (A) a request for payment, including a schedule of values and showing the percentage of completion, by trade, of the Tenant Improvement Work, which details the portion of the work completed and the portion not completed; (B) invoices from all contractors, laborers, materialmen, subcontractors and suppliers used by Tenant (collectively as “**Tenant’s Agents**”) for labor rendered and materials delivered to the Premises; (C) executed conditional mechanics’ lien releases from all of Tenant’s Agents which shall substantially comply with the a

appropriate provisions of California Civil Code Section 8132 or 8136 or unconditional releases, if appropriate, pursuant to California Civil Code Section 8134 or 8138; and (D) all other information reasonably requested by Landlord (collectively, the “**Payment Request Supporting Documentation**”).

(ii) Within thirty (30) days thereafter, Landlord shall deliver a check made payable to Tenant or checks made payable to another party or parties as reasonably requested by Tenant in Tenant’s Payment Request Supporting Documentation in payment of the lesser of: (X) the amount so requested by Tenant, as set forth above, less a ten percent (10%) retention (the aggregate amount of such retentions to be known as the “**Final Retention**”), and (Y) the balance of any remaining available portion of the Allowance (not including the Final Retention), provided that if Landlord, in good faith, disputes any item in a request for payment based on material non-compliance of any work with the working drawings approved by Landlord or due to any materially substandard work and delivers a written objection to such item setting forth with reasonable particularity Landlord’s reasons for its dispute (a “**Draw Dispute Notice**”), within ten (10) business days following Tenant’s submission of its Payment Request Supporting Documentation, Landlord may deduct the amount of such disputed item from the payment. Landlord and Tenant shall, in good faith, endeavor to diligently resolve any such dispute. Landlord’s payment of such amounts shall not be deemed Landlord’s approval or acceptance of the work furnished or materials supplied as set forth in Tenant’s payment request. Notwithstanding the foregoing, Landlord shall not withhold retention as set forth above to the extent that (i) the billings submitted by Tenant already reflect a ten percent (10%) retention on all hard costs of construction (and if the billings reflect a lower retention, Landlord shall only withhold a sufficient amount so that the total retention is equal to ten percent (10%)) or (ii) Tenant received Landlord’s pre-approval not to withhold retention for specific hard costs.

(iii) Subject to the provisions of this Section 8, following the completion of the Tenant Improvement Work, Landlord shall deliver to Tenant a check made payable to Tenant, or a check or checks made payable to another party or parties as reasonably requested by Tenant, in the amount of the Final Retention, provided that (A) Tenant delivers to Landlord properly executed conditional mechanics’ lien releases from all of Tenant’s Agents which shall substantially comply with the appropriate provisions of California Civil Code Section 8132 or 8136 or unconditional releases if appropriate pursuant to California Civil Code Section 8134 or 8138; (B) Landlord has determined in good faith that no substandard work exists which materially adversely affects the mechanical, electrical, plumbing, heating, ventilating and air conditioning, life-safety or other systems of the Building, the curtain wall of the Building, the structure or exterior appearance of the Building; (C) the architect approved by Landlord delivers to Landlord a certificate, in a form reasonably acceptable to Landlord, certifying that the performance and construction of the Tenant Improvement Work in the Premises has been substantially completed; (D) Tenant supplies Landlord with evidence that all required governmental approvals required for Tenant to legally occupy the Premises have been obtained; and (E) Tenant has fulfilled its Completion Obligations (as defined below).

(iv) Within ten (10) days after final completion of the Tenant Improvement Work, Tenant shall cause a Notice of Completion to be recorded in the office of the R

ecorder of the County in which the Building is located in accordance with Section 8182 of the California Civil Code or any successor statute, shall furnish a copy thereof to Landlord upon such recordation. Within ninety (90) days following the final completion of the Tenant Improvement Work; Tenant shall cause its architect and contractor (A) to update the approved working drawings as necessary to reflect all changes made to the approved working drawings during the course of the Tenant Improvement Work, (B) to certify to the best of their knowledge that the updated drawings are true and correct, which certification shall survive the expiration or termination of the Lease, (C) to deliver to Landlord two (2) CD ROMS of such updated drawings in accordance with Landlord's then current CAD format requirements, and (D) to deliver to Landlord copies of the final approvals of the Tenant Improvement Work from the San Francisco Department of Building Inspection ("SFDBI"). Tenant's obligations set forth in this Section 8(d) are collectively referred to as the "**Completion Obligations.**"

(e) **Construction; Landlord Approval.** Landlord's approval of any matter under this Section 8, including, without limitation, the selection of the architect, general contractor and/or engineer, working drawings, construction drawings and plans, specifications and consultants shall be obtained by Tenant in accordance with Article 10 of the Lease; provided that no such approval shall be unreasonably withheld, conditioned or delayed. Prior to the commencement of the Tenant Improvement Work, Tenant shall provide Landlord with a schedule of values consisting of a detailed breakdown, by trade, of the final costs to be incurred or which have been incurred in connection with the Tenant Improvement Work, which costs shall be segregated for each of the Allowance Items and shall form the basis for the amount of the construction contract (the "**Final Costs**").

(f) **Governmental Compliance.** The Tenant Improvement Work shall comply in all respects with the following: (i) all applicable building codes and other federal, state, city and/or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person or entity; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications.

(g) **Insurance.** Certificates for all of insurance coverage set forth in this Section 8(g) shall be delivered to Landlord before the commencement of the Tenant Improvement Work and before Tenant's contractor's equipment is moved onto the Premises.

(i) All of Tenant's Agents shall carry (A) employer's liability insurance with a limit of at least \$1,000,000 and worker's compensation insurance covering all of their respective employees, and (B) commercial general liability insurance, including personal and bodily injury, property damage and completed operations liability, all with limits, in form and with companies as are required to be carried by Tenant as set forth in Section 10.1(b) of the Lease, which coverage limit may be achieved by means of umbrella liability or excess liability insurance.

(ii) Tenant or Tenant's contractor shall carry "Builder's All Risk" insurance in the amount specified in Section 10.1(b) of the Lease covering the Tenant Improvement Work. The Tenant Improvement Work shall be insured by Tenant pursuant to the Lease immediately u

pon completion thereof. Such insurance shall be in amounts and form and with companies as are required to be carried by Tenant as set forth in the Lease.

(h) **Indemnity.** Tenant's indemnity of Landlord as set forth in the Lease shall also apply with respect to any and all costs, losses, damages, injuries and liabilities to the extent caused by any act or omission of Tenant or Tenant's Agents, or anyone directly or indirectly employed by any of them, or (provided Landlord has complied with its obligations hereunder with respect to payment of the Allowance) in connection with Tenant's non-payment of any amount arising out of the Tenant Improvement Work. Such indemnity by Tenant, as set forth in the Lease, shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to Landlord's performance, at Tenant's request, of any ministerial acts reasonably necessary (A) to permit Tenant to complete the Tenant Improvement Work, and (B) to enable Tenant to obtain any building permit or certificate of occupancy for the Premises.

(i) **Landlord's Costs Related to Seismic Work.** Provided that Tenant hires MBCSE as the structural engineer for the design of the Seismic Work, (A) Landlord shall pay, in addition to the Seismic Allowance, all design costs associated with the Seismic Work incurred by MBCSE, and (B) in the event the actual hard construction costs vary from the amount of the Seismic Allowance set forth in Section 8(c)(i) above (i.e., \$1,880,000), the amount of the Seismic Allowance shall be adjusted to equal the amount of such actual hard construction costs; provided, however, that the amount of the Seismic Allowance shall not be increased due to (and Tenant shall pay for) any costs increases resulting from: (i) any increased scope in the Seismic Work beyond that contemplated in the MBCSE Structural Schematic Design, dated February 26, 2014 to the extent such increased scope is requested by Tenant (and not related to any compliance with Law or deficiency in the MBCSE design as raised by SFDBI or any other governmental authority reviewing the Seismic Work in the course of review of the plans and specifications for the Seismic Work by SFDBI or such other governmental agency), or (ii) Tenant's failure to commence construction of the Seismic Work by March 1, 2015 or to diligently complete the Seismic Work thereafter.

(j) **Guaranties and Warranties.** Tenant shall retain at the Premises or at another location in the City and County of San Francisco, all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems in the Premises, and shall make the same available to Landlord for its review upon Landlord's request.

(k) **Offset Right.** Landlord acknowledges that if Landlord fails to pay any portion of the Allowance as and when required under this Amendment, and Landlord thereafter fails to pay such portion of the Improvement Allowance within thirty (30) days after Landlord's receipt of a written notice from Tenant describing Landlord's failure to pay such portion of the Allowance, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease, the amount set forth in such written notice from Tenant, provided that such notice shall include on the first page thereof in bold, capitalized text, the following language: "**NOTICE: YOUR FAILURE TO RESPOND TO THIS NOTICE WITHIN THIRTY (30) DAYS SHALL ENTITLE TENANT TO EXERCISE A RIGHT OF OFFSET AGAINST BASE RENT.**" Notwithstanding the foregoing, if Landlord delivers to Tenant, within thirty (30) days after Landlord's receipt of such written notice from Tenant, a written objection to the requested payment setting forth with reasonable par

ticularity Landlord's reasons for its claim that such payment did not have to be made (including, without limitation, the fact that such payment has already been made or that proper documentation as required under Section 8(d) hereof has not been submitted), then Tenant shall not then be entitled to make such deduction from Base Rent unless and until such dispute is finally resolved by mutual agreement of the parties or pursuant to an order issued by a court of competent jurisdiction with respect to which any appeal period has expired without an appeal having been filed; provided, however, Tenant shall be entitled to offset any undisputed amounts set forth in the written notice from Tenant which are not paid by Landlord within thirty (30) days after Landlord's receipt of such notice.

9. **Options to Extend Term.** Landlord and Tenant hereby agree and acknowledge that following the Extended Expiration Date, Tenant shall have two additional options to extend the Term for two (2) Option Terms of five (5) years each, on the terms and conditions set forth in Section 30 of the Lease.

10. **Landlord's Right to Sublease.** Tenant hereby grants to Landlord the option to sublease the following office space at the Premises on the terms and conditions set forth in this Section 10: (a) the office of Ray Dolby, (b) the conference room located on the third (3rd) floor NW (*i.e.*, the former office of Bill Jasper), and (c) the conference room adjacent to the third (3rd) floor NW conference room (collectively, the "**Reserved Areas**"). If Landlord desires to exercise its option to sublease any of the Reserved Areas, Landlord shall notify Tenant in writing of its exercise (the "**Exercise Notice**") of such option within one hundred twenty (120) days after Tenant notifies Landlord in writing that Tenant has commenced space planning for the Tenant Buildout Work, which notice shall specifically make reference to the one hundred twenty (120) day period for Landlord to send the Exercise Notice pursuant to this Section 10. If Landlord timely delivers an Exercise Notice to Tenant, Landlord shall sublease all of the Reserved Areas for a period commencing upon the substantial completion of the Tenant Buildout Work (or if the Tenant Buildout Work is completed in phases, upon substantial completion of the Tenant Buildout Work on the third (3rd) floor of the Premises, including the issuance of a temporary certificate of occupancy (or equivalent) for the third (3rd) floor by SFDBI) and expiring on the Extended Expiration Date. The rental rate for any such sublease shall be equal to the sum of the following: (i) the then current Base Rent paid by Tenant for the Premises (on a per-rentable-square-foot basis) and (ii) Fourteen Dollars (\$14.00) per rentable square foot per annum to reflect the costs payable by Tenant for the operation and maintenance of the Building (including, without limitation, Additional Charges and Utilities), which amount set forth in this clause (ii) shall be increased by one and one-half percent (1.5%) per annum during each year of the sublease term. During the Construction Period, the Reserved Areas shall receive the same level of Tenant Improvement Work (to the extent applicable) as the remainder of the Premises, subject to Landlord's reasonable approval of the finish work in the Reserved Areas (without derogation of Landlord's rights to approve the Tenant Improvement Work, generally, as provided in the Lease). The right to sublease the Reserved Areas set forth in this Section is personal to Landlord and may not be transferred, sublet or assigned, except to Dagmar Dolby, David Dolby and/or Thomas Dolby. Landlord's rights under this Section shall terminate if Landlord fails to deliver an Exercise Notice in the time period set forth in this Section.

11. **Parking.** The section on “Parking” in the Basic Lease Information section of the Existing Lease is hereby deleted in its entirety and replaced with the following:

Parking Areas: The entire parking lot consisting of seventy-one (71) unreserved stalls located at 150 Hampshire Street

Monthly Charge for use of Parking Areas: \$150.00 per space, which monthly charge shall increase by three percent (3%) per annum, on May 1, 2015 and each anniversary thereof (33)

12. **Repair and Maintenance.**

(a) Section 9.3 of the Existing Lease is hereby amended by adding the following sentences at the end of said Section:

Notwithstanding the foregoing, in the event that any change in any Laws is enacted after completion of the Tenant Improvement Work (as defined in the Second Amendment) by Tenant and such change requires that any Alterations be made to the Building, which are of a nature that such Alterations would be treated as capital expenditures under generally accepted accounting principles, and such Alterations would be required to be made even if Tenant is making no other Alterations to the Building (*i.e.*, there is a mandatory requirement to modify the Premises, such as a requirement to install fire sprinklers or to retrofit an unreinforced masonry building, which requirement is not triggered by other Alterations being made to the Building by Tenant), then Tenant shall be entitled to reimbursement for a portion of the costs of the Alterations necessary to comply with such change in Laws, as a Qualifying Capital Item as provided in Section 11.3 hereof. For the avoidance of doubt, if Tenant elects to make any voluntary Alterations to the Building after completion of the Tenant Improvement Work, and such voluntary Alterations trigger any obligation to comply with any change in Laws that would not be required absent the making of such voluntary Alterations, then Landlord shall have no obligation to reimburse Tenant for any costs incurred to comply with any such change in Laws.

(b) Section 11.1 of the Existing Lease is hereby deleted in its entirety and replaced with the following:

**11.1 Tenant’s Obligations**

At Tenant’s sole cost and expense (except as provided in Section 11.3 below), Tenant shall at all times during the Term maintain the Premises in good, clean and sanitary condition and, at Tenant’s cost and expense, make all repairs and replacements as and when necessary to preserve the Premises in good working order and condition, including glass, windows, window frames, window casements, skylights, interior and exterior doors, door frames and door closers; interior lighting (including, without limitation, light bulbs and ballasts), the Building Systems serving

the Premises, all communications systems serving the Premises, Tenant's signage, interior demising walls and partitions, equipment, interior painting and interior walls and floors, exterior walls, foundations, roof, other structural components, Tenant's security systems in or about or serving the Premises and cause the fire alarm systems serving the Premises to be monitored by a monitoring or protective services firm reasonably approved by Landlord in writing. Without limiting the generality of the foregoing, (i) Tenant shall procure annual maintenance contracts for the HVAC system, life safety systems and elevators and implement any reasonable maintenance recommendations of the service providers under such annual maintenance contracts, and (ii) Tenant shall cause annual roof inspections to be performed by a licensed roofing contractor selected by Tenant, and shall implement any reasonable maintenance recommendations of such roofing contractor. Tenant shall not do nor shall Tenant allow Tenant's agents, advisors, employees, partners, shareholders, directors, invitees and independent contractors (collectively, "**Tenant's Agents**") to do anything to cause any damage, deterioration or unsightliness to the Premises or the Building; provided that if this Lease is ever amended so that the Premises consist of less than the entire Building, Tenant shall not be obligated to repair or maintain the Building Systems that do not exclusively serve the Premises or the structural elements of the Building unless such repair or maintenance is necessitated by any act of Tenant, its agents, representatives, employees, contractors or visitors (subject to Section 15.5 below). Landlord shall not be liable for, and there shall be no abatement of Rent with respect to, any injury to or interference with Tenant's business arising from any repairs, maintenance, alteration or improvement in or to any portion of the Premises and/or the Building, or in or to any fixtures, appurtenances or equipment therein. Tenant hereby waives the provisions of Sections 1941 and 1942 and 1932(1), respectively, of the California Civil Code and any similar law now or hereafter in effect, as such laws relate to the condition of the Premises or Tenant's right to effect repairs in or to the Premises and deduct the cost thereof from the Rent.

(c) Section 11.3 of the Existing Lease is hereby deleted in its entirety and replaced with the following:

### ***11.3 Landlord's Obligations***

(a) Notwithstanding the provisions of Sections 11.1 and 11.2 above, subject to compliance with the provisions of this Section 11.3, Landlord shall reimburse Tenant for (i) the costs reasonably incurred by Tenant for maintenance, repair and replacement of foundations, exterior walls and the roof (including membrane) of the Building, except for costs to the extent necessitated by Tenant's installation, maintenance or removal of any Roof Equipment (as defined below) or Tenant's failure to implement the maintenance recommendations made as a result of the annual roof inspections required under Section 11.1 above or failure to conduct such annual roof inspections (the items for which reimbursement is required pursuant to this clause (i) are referred to herein as "**Full Reimbursement Items**"), and (ii) the Reimbursement Amount (as defined below) for Qualifying Capital Items (as

defined below). As used herein, the term “**Reimbursement Amount**” shall mean that portion of the actual cost of any Qualifying Capital Item that is allocable to the portion of its useful life occurring after the Applicable Expiration Date, amortized on a straight-line basis over its useful life in accordance with generally accepted accounting principles. As used herein, “**Applicable Expiration Date**” shall mean the Extended Expiration Date (as defined in the Second Amendment), provided that if Tenant has exercised either option to extend the Term pursuant to Section 30 of the Lease, prior to the date payment of the Reimbursement Amount by Landlord is due pursuant to this Section 11.3, the Applicable Expiration Date shall be the expiration date of the latest Option Term so exercised by Tenant. As used herein, the term “**Capital Item**” means any Alteration or improvement to the Building or fixture or equipment installed in the Building, the expenditure for which would normally be treated as a capital expenditure under generally accepted accounting principles. As used herein, the term “**Qualifying Capital Item**” means a Capital Item that must be installed or replaced after completion of the Tenant Improvement Work (as defined in the Second Amendment) by Tenant in order to meet Tenant’s Repair Obligations, and the installation or replacement of which is not necessitated due to (1) Tenant’s failure to maintain the Building in compliance with Tenant’s Repair Obligations, or (2) any act or omission of Tenant, its agents, representatives, employees, contractors or visitors, constituting negligence or willful misconduct or otherwise in violation of the terms of the Lease, or (3) Alterations to the Building voluntarily made by Tenant after completion of the Tenant Improvement Work, which voluntary Alterations trigger any obligation to comply with any change in Laws that would not be required absent the making of such voluntary Alterations. For the avoidance of doubt, and by way of example, if Tenant fails to procure annual maintenance contracts for the HVAC system, life safety systems and elevators or to implement any maintenance recommendations of the service providers under such annual maintenance contracts, as required by Section 11.1, and as a result of such failure, replacement of a Capital Item is required sooner than would have been the case had Tenant procured such annual maintenance contracts and followed the maintenance recommendations of the service providers under such annual maintenance contracts, then the replacement of such item shall not constitute a Qualifying Capital Item.

(b) Except in the case of an emergency, Landlord shall not be obligated to reimburse Tenant for any expenditure for any Full Reimbursement Item or for the Reimbursement Amount for any Qualifying Capital Item, unless such expenditures have been authorized in advance by Landlord or deemed to have been authorized, as provided below in this Section 11.3(b). In the event any such costs are incurred as a result of an emergency, Tenant shall notify Landlord of such emergency and the need to incur such costs as soon as reasonably practicable thereafter, and shall only incur such costs as are reasonably necessary (as determined by Tenant in its reasonable discretion) to stabilize the Building and avoid further damage to the Building or injury to any persons prior to obtaining Landlord’s approval of such costs. If Tenant desires to perform any repair or maintenance costs for which it

intends to seek reimbursement by Landlord pursuant to this Section 11.3, except in the case of an emergency, Tenant shall request Landlord's approval of the costs to be incurred prior to incurring the same, by giving a written notice to Landlord (herein called a "**Reimbursable Item Notice**"), setting forth (i) an explanation of the facts which lead Tenant to determine that such Full Reimbursement Item or Capital Item is necessary at such time in order to meet Tenant's repair obligations under this Lease or Tenant's obligation to alter the Building in order to comply with a change in Laws for which Tenant is entitled to reimbursement as provided in Section 9.3 of the Lease (collectively, "**Tenant's Repair Obligations**"), (ii) the estimated cost of such Full Reimbursement Item or Capital Item, including a copy of proposal(s) from the contractor(s) Tenant desires to hire to perform the same, and (iii) for a Capital Item, Tenant's determination of the useful life of such Capital Item (herein called the "**Useful Life Estimate**"). Landlord shall not unreasonably withhold its approval of any request by Tenant for approval of (i) a Capital Item or (ii) a Full Reimbursement Item that is reasonably necessary to maintain such components of the Building to the standard to which Tenant has historically maintained such components of the Building during its occupancy thereof, including occupancy during the term of the Original Lease or that is necessary to meet Tenant's Repair Obligations; however, Landlord may approve a Capital Item, but dispute Tenant's Useful Life Estimate. Landlord's failure to respond to (i) a Reimbursable Item Notice with respect to a Full Reimbursement Item within twenty (20) business days after receipt thereof or (ii) a Reimbursable Item Notice with respect to a Qualifying Capital Item within fifteen (15) business days after receipt thereof shall constitute Landlord's approval of the request for reimbursement set forth in such Reimbursable Item Notice, so long as the Reimbursable Item Notice includes a statement in all capital letters on the first page of such notice advising Landlord that its failure to respond to such Reimbursable Item Notice within such twenty (20) business day period or fifteen (15) business day period, as applicable, shall be deemed to constitute its approval thereof. If Landlord approves a Capital Item, but disputes Tenant's determination of the Useful Life Estimate, and Landlord and Tenant are not able to resolve such dispute, then Tenant may proceed with the Capital Item and Landlord shall be obligated to reimburse Tenant for such item as set forth above; however, the useful life of such Capital Item (and thus the Reimbursement Amount) shall be determined by a public accounting firm mutually agreeable to Landlord and Tenant.

(c) Any costs incurred by Tenant for which Landlord is responsible to pay in accordance with this Section 11.3 shall be reimbursed by Landlord within thirty (30) days after receipt of an invoice from Tenant, which shall be accompanied by copies of the underlying invoices from the contractor(s) performing such work, evidence that Tenant has paid the cost of such work in full (including final unconditional lien waivers from the general contractor and all subcontractors), and a statement from Tenant certifying that such work has been completed to Tenant's satisfaction. Any amounts not paid by Landlord within such thirty (30) day period shall bear interest from and after the thirty-first (31st) day at the rate of interest provided in Section 21.2 below.

13. **Surrender.** Notwithstanding anything to the contrary in the Lease, including, without limitation, Section 10.2 thereof, (i) Tenant shall not be required to remove or restore (x) any alterations or improvements made to the Premises prior to the date of this Amendment or (y) the Seismic Work or the Base Building Work and (ii) Landlord shall have no right to require Tenant to remove the Tenant Buildout Work unless it notifies Tenant at the time it approves the plans and specifications for such Tenant Buildout Work that it shall require such Tenant Buildout Work to be removed; provided, however, that in no event shall Landlord require removal of any portion of the Tenant Buildout Work that is generally consistent with the existing improvements in the Premises or constitutes typical office improvements.

14. **Addresses of Landlord and Tenant.** The addresses of Landlord and Tenant set forth in the Basic Lease Information section of the Existing Lease are hereby deleted and replaced with the following:

**Landlord's Address:** [Intentionally omitted]

*with a copy to:*

Shartsis Friese LLP  
One Maritime Plaza, 18th Floor  
San Francisco, California 94111  
Attn: Patrick R. McCabe  
Telephone: (415) 773-7299  
Facsimile: (415) 421-2922

**Tenant's Address:** 100 Potrero Avenue  
San Francisco California 94103  
Attn: General Counsel  
Telephone: (415) 645-5000  
Facsimile: (415) 645-4000

*with a copy to:*

Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, CA 94304  
Attn: James P. McCann  
Telephone: (650) 565-3538  
Facsimile: (650) 493-6811

15. **Use.** Tenant shall be entitled to use the Premises for general office use and incidental uses, including parking, light manufacturing and storage, as permitted by Law.

16. **Landlord Entry.** Any entry by Landlord and Landlord's agents shall not materially interfere with Tenant's operations.

17. **Miscellaneous.**

(a) Except as expressly modified hereby, the Existing Lease shall remain unmodified and in full force and effect, and is hereby ratified and confirmed.

(b) CBRE, Inc., has acted as broker for Landlord in this transaction. CBRE, Inc. and Resource Real Estate Group have acted as broker for Tenant in this transaction. Landlord represents that Landlord has dealt with no brokers other than the brokers identified herein. Landlord agrees that, if any other broker makes a claim for a commission based upon the actions of Landlord, Landlord shall indemnify, defend, protect and hold Tenant harmless from any such claim. Tenant represents that Tenant has dealt with no brokers other than the brokers identified herein. Tenant agrees that, if any other broker makes a claim for a commission based upon the actions of Tenant, Tenant shall indemnify, defend, protect and hold Landlord harmless from any such claim. Landlord shall pay commissions to CBRE, Inc. and Resource Real Estate Group in accordance with the terms of separate agreements between Landlord and such brokers.

(c) Each of Landlord and Tenant represents that the individuals executing this Amendment on its behalf has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

(d) This Amendment, after due execution by each party, may be delivered via electronic or facsimile transmission, with original signatures to follow, and in any number of counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

*[The remainder of this page is blank.]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment effective as of the date set forth above.

*Landlord:*

/s/ DAGMAR DOLBY

DAGMAR DOLBY, as Trustee of the  
Dolby Family Trust dated May 7, 1999

/s/ DAGMAR DOLBY

DAGMAR DOLBY, as Trustee of the  
Ray Dolby 2002 Trust A dated April 19, 2002

/s/ DAGMAR DOLBY

DAGMAR DOLBY, as Trustee of the  
Ray Dolby 2002 Trust B dated April 19, 2002

*Tenant:* DOLBY LABORATORIES, INC.,  
a California corporation

By: /s/ KEVIN YEAMAN

Name: Kevin Yeaman

Its: President and CEO

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “**Amendment**”) is made and entered into as of May 6, 2014, by and among DAGMAR DOLBY, AS TRUSTEE OF THE DOLBY FAMILY TRUST DATED MAY 7, 1999, DAGMAR DOLBY, AS TRUSTEE OF THE RAY DOLBY 2002 TRUST A DATED APRIL 19, 2002, and DAGMAR DOLBY, AS TRUSTEE OF THE RAY DOLBY 2002 TRUST B DATED APRIL 19, 2002 (collectively, “**Landlord**”), and DOLBY LABORATORIES, INC., a California corporation (“**Tenant**”).

## RECITALS

A. Landlord and Tenant are parties to that certain Lease Agreement dated as of December 31, 2005 (the “**Original Lease**”), which Original Lease was supplemented by a Waiver dated as of December 20, 2012, a Waiver dated as of February 27, 2013, a Waiver dated as of April 26, 2013, a Waiver dated as of June 29, 2013, and a Waiver and Extension dated as of September 29, 2013 (collectively, the “**Initial Waivers**”), and by a Waiver and Extension dated as of April 30, 2014 (the “**April 2014 Waiver**”). As used in this Amendment, the Original Lease and the Initial Waivers shall be collectively referred to herein as the “**Existing Lease**”.

B. Pursuant to the Existing Lease, Landlord leases to Tenant, and Tenant leases from Landlord, those certain premises (the “**Premises**”) consisting of approximately 14,071 rentable square feet in that certain building located at 130 Potrero Avenue, San Francisco, California, as more particularly described in the Lease.

C. Without giving effect to the April 2014 Waiver, the Term of the Lease was scheduled to expire on April 30, 2014 (the “**Scheduled Expiration Date**”). The April 2014 Waiver extended the expiration of the Term of the Lease to May 6, 2014.

D. Landlord and Tenant now desire to amend the Lease to extend the Term, among other things, all subject to the terms, covenants and conditions set forth herein.

## AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. ***Retroactive Effective Date; Defined Terms.***

(a) This Amendment shall be effective as of May 1, 2014, on a retroactive basis, and upon execution and delivery of this Amendment by both Landlord and Tenant, the April 2014 Waiver shall be void *ab initio* and of no force or effect.

(b) Unless otherwise expressly set forth herein, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Existing Lease. As

used herein and in the Existing Lease, the term “Lease” shall mean the Existing Lease as amended hereby, and the term “**First Amendment**” shall mean this Amendment.

2. **Term.** The Term is hereby extended for an additional ten (10) year and six (6) month period, commencing on May 1, 2014 (the “**Extended Term Commencement Date**”), and expiring on October 31, 2024 (the “**Extended Expiration Date**”), unless sooner terminated in accordance with the terms of the Lease. That portion of the Term commencing on the Extended Term Commencement Date and ending on the Extended Expiration Date shall be referred to herein as the “**Extended Term**,” and unless the context clearly provides otherwise, all references in the Lease to the “Term” shall be deemed to include the Extended Term, and all references in the Lease to the “Expiration Date” shall be deemed to be the Extended Expiration Date.

3. **Rent.** During the Extended Term, Tenant will pay as Base Rent for the Premises the following:

Period	Annual Rate Per RSF	Annual Base Rent	Monthly Base Rent
May 1, 2014 - October 31, 2014	\$0.00	\$0.00	\$0.00
November 1, 2014 - April 30, 2015	\$12.50	\$175,887.50	\$14,657.29
May 1, 2015 - April 30, 2016	\$12.88	\$181,164.13	\$15,097.01
May 1, 2016 - April 30, 2017	\$13.26	\$186,599.05	\$15,549.92
May 1, 2017 - April 30, 2018	\$13.66	\$192,197.02	\$16,016.42
May 1, 2018 - April 30, 2019	\$14.07	\$197,962.93	\$16,496.91
May 1, 2019 - April 30, 2020	\$14.49	\$203,901.82	\$16,991.82
May 1, 2020 - April 30, 2021	\$14.93	\$210,018.87	\$17,501.57
May 1, 2021 - April 30, 2022	\$15.37	\$216,319.44	\$18,026.62
May 1, 2022 - April 30, 2023	\$15.83	\$222,809.02	\$18,567.42
May 1, 2023 - April 30, 2024	\$16.31	\$229,493.29	\$19,124.44
May 1, 2024 - October 31, 2024	\$16.80	\$236,378.09	\$19,698.17

4. **Additional Charges, Utilities.** During the Extended Term (including, but not limited to, during any period of rent abatement pursuant to Section 3 hereof), Tenant shall pay all Additional Charges and Utilities in accordance with the Lease.

5. **Condition of Premises.** Tenant is in possession of the Premises and will accept the same as of the Extended Term Commencement Date “AS-IS” without any agreements, representations, understandings or obligations on the part of Landlord to (i) perform any alterations, additions, repairs or improvements, (ii) fund or otherwise pay for any alterations, additions, repairs or improvements to the Premises, or (iii) grant Tenant any free rent, concessions, credits or contributions of money with respect to the Premises, except as expressly provided otherwise in the Lease. In accordance with Section 7 of the Lease, Tenant further agrees and acknowledges that the Premises are suitable for Tenant’s use, and that Tenant shall lease the Premises in its “AS-IS” condition, subject to the provisions of the Lease. Landlord makes no representation or warranty as to (i) the nature, quality or condition of the Premises or the Building, or (ii) the nature, quality or suitability for Tenant’s business of the Building or the Premises, and Tenant shall have no rights

against Landlord by reason of any claimed deficiencies therein, except as expressly provided in the Lease.

6. **Options to Extend Term.** Landlord and Tenant hereby agree and acknowledge that following the Extended Expiration Date, Tenant shall have two additional options to extend the Term for two (2) Option Terms of five (5) years each, on the terms and conditions set forth in Section 30 of the Lease.

7. **Termination Right.** Provided that an Event of Default does not exist under the Lease at the time Tenant delivers its Cancellation Notice (as defined below), Tenant may terminate the Lease effective as of October 31, 2019 (the “**Early Termination Date**”), by written notice to Landlord of such termination given no later than one year prior to the Early Termination Date (the “**Cancellation Notice**”). Tenant shall accompany its Cancellation Notice with payment to Landlord of a payment (the “**Advance Termination Payment**”) in an amount equal to Fifty Thousand Nine Hundred Seventy-Five and 46/100 Dollars (\$50,975.46). A Cancellation Notice shall not be valid or effective unless the same is accompanied by the Advance Termination Payment. Provided that Tenant timely delivers the Cancellation Notice and the Advance Termination to Landlord, (i) this Lease shall terminate on the Early Termination Date, and (ii) notwithstanding the provisions of Section 2 of this Amendment, all references in the Lease to the “Expiration Date” shall be deemed to be the Early Termination Date. In addition to the Advance Termination Payment, within sixty (60) days after the Early Termination Date, Tenant shall deliver to Landlord Tenant’s good faith calculation of (a) the amount of Impositions incurred with respect to the Building for the one year period ending on the Early Termination Date and (b) the cost incurred by Tenant to provide the Property Policy coverage required under Section 1 of Schedule I of the Lease, together with a payment in an amount equal to twenty-five percent (25%) of the amount of such Impositions and cost of the Property Policy. Tenant’s obligation to deliver such calculation and payment shall survive the termination of the Lease.

8. **Repair and Maintenance.**

(a) Section 9.3 of the Existing Lease is hereby amended by adding the following sentences at the end of said Section:

Notwithstanding the foregoing, in the event that any change in any Laws is enacted on or after the Extended Term Commencement Date (as defined in the First Amendment) and such change requires that any Alterations be made to the Building, which are of a nature that such Alterations would be treated as capital expenditures under generally accepted accounting principles, and such Alterations would be required to be made even if Tenant is making no Alterations to the Building (*i.e.*, there is a mandatory requirement to modify the Premises, such as a requirement to install fire sprinklers or to retrofit an unreinforced masonry building, which requirement is not triggered by Alterations being made to the Building by Tenant), then Tenant shall be entitled to reimbursement for a portion of the costs of the Alterations necessary to comply with such change in Laws, as a Qualifying Capital Item as provided in Section 11.3 hereof. For the avoidance of doubt, if Tenant elects to make any voluntary Alterations to the Building, and such voluntary Alterations

trigger any obligation to comply with any change in Laws that would not be required absent the making of such voluntary Alterations, then Landlord shall have no obligation to reimburse Tenant for any costs incurred to comply with any such change in Laws.

(b) Section 11.1 of the Existing Lease is hereby deleted in its entirety and replaced with the following:

### ***11.1 Tenant's Obligations***

At Tenant's sole cost and expense (except as provided in Section 11.3 below), Tenant shall at all times during the Term maintain the Premises in good, clean and sanitary condition and, at Tenant's cost and expense, make all repairs and replacements as and when necessary to preserve the Premises in good working order and condition, including glass, windows, window frames, window casements, skylights, interior and exterior doors, door frames and door closers; interior lighting (including, without limitation, light bulbs and ballasts), the Building Systems serving the Premises, all communications systems serving the Premises, Tenant's signage, interior demising walls and partitions, equipment, interior painting and interior walls and floors, exterior walls, foundations, roof, other structural components, Tenant's security systems in or about or serving the Premises and cause the fire alarm systems serving the Premises to be monitored by a monitoring or protective services firm reasonably approved by Landlord in writing. Without limiting the generality of the foregoing, (i) Tenant shall procure annual maintenance contracts for any HVAC system, life safety systems and elevators and implement any reasonable maintenance recommendations of the service providers under such annual maintenance contracts, and (ii) Tenant shall cause annual roof inspections to be performed by a licensed roofing contractor selected by Tenant, and shall implement any reasonable maintenance recommendations of such roofing contractor. Tenant shall not do nor shall Tenant allow Tenant's agents, advisors, employees, partners, shareholders, directors, invitees and independent contractors (collectively, "**Tenant's Agents**") to do anything to cause any damage, deterioration or unsightliness to the Premises or the Building; provided that if this Lease is ever amended so that the Premises consist of less than the entire Building, Tenant shall not be obligated to repair or maintain the Building Systems that do not exclusively serve the Premises or the structural elements of the Building unless such repair or maintenance is necessitated by any act of Tenant, its agents, representatives, employees, contractors or visitors (subject to Section 15.5 below). Landlord shall not be liable for, and there shall be no abatement of Rent with respect to, any injury to or interference with Tenant's business arising from any repairs, maintenance, alteration or improvement in or to any portion of the Premises and/or the Building, or in or to any fixtures, appurtenances or equipment therein. Tenant hereby waives the provisions of Sections 1941 and 1942 and 1932(1), respectively, of the California Civil Code and any similar law now or hereafter in effect, as such laws relate to the condition of the Premises or Tenant's right to effect repairs in or to the Premises and deduct the cost thereof from the Rent.

- (c) Section 11.3 of the Existing Lease is hereby deleted in its entirety and replaced with the following:

**11.3 Landlord's Obligations**

(a) Notwithstanding the provisions of Sections 11.1 and 11.2 above, subject to compliance with the provisions of this Section 11.3, Landlord shall reimburse Tenant for (i) the costs reasonably incurred by Tenant for maintenance, repair and replacement of foundations, exterior walls and the roof (including membrane) of the Building, except for costs to the extent necessitated by Tenant's installation, maintenance or removal of any Roof Equipment (as defined below) or Tenant's failure to implement the maintenance recommendations made as a result of the annual roof inspections required under Section 11.1 above or failure to conduct such annual roof inspections (the items for which reimbursement is required pursuant to this clause (i) are referred to herein as "**Full Reimbursement Items**"), and (ii) the Reimbursement Amount (as defined below) for Qualifying Capital Items (as defined below). As used herein, the term "**Reimbursement Amount**" shall mean that portion of the actual cost of any Qualifying Capital Item that is allocable to the portion of its useful life occurring after the Applicable Expiration Date, amortized on a straight-line basis over its useful life in accordance with generally accepted accounting principles. As used herein, "**Applicable Expiration Date**" shall mean the Extended Expiration Date (as defined in the First Amendment), provided that if Tenant has exercised either option to extend the Term pursuant to Section 30 of the Lease, prior to the date payment of the Reimbursement Amount by Landlord is due pursuant to this Section 11.3, the Applicable Expiration Date shall be the expiration date of the latest Option Term so exercised by Tenant. As used herein, the term "**Capital Item**" means any Alteration or improvement to the Building or fixture or equipment installed in the Building existing as of the Extended Term Commencement Date (excluding any such items installed by Tenant on or after the Extended Term Commencement Date), the expenditure for which would normally be treated as a capital expenditure under generally accepted accounting principles. As used herein, the term "**Qualifying Capital Item**" means a Capital Item that must be installed or replaced on or after the Extended Term Commencement Date by Tenant in order to meet Tenant's Repair Obligations, and the installation or replacement of which is not necessitated due to (1) Tenant's failure to maintain the Building in compliance with Tenant's Repair Obligations, or (2) any act or omission of Tenant, its agents, representatives, employees, contractors or visitors, constituting negligence or willful misconduct or otherwise in violation of the terms of the Lease, or (3) Alterations to the Building voluntarily made by Tenant, which voluntary Alterations trigger any obligation to comply with any change in Laws that would not be required absent the making of such voluntary Alterations. For the avoidance of doubt, and by way of example, if Tenant fails to procure annual maintenance contracts for any HVAC system, life safety systems and elevators or to implement any maintenance recommendations of the service providers under such annual maintenance contracts, as required by Section 11.1, and as a result of such failure, replacement of a Capital

Item is required sooner than would have been the case had Tenant procured such annual maintenance contracts and followed the maintenance recommendations of the service providers under such annual maintenance contracts, then the replacement of such item shall not constitute a Qualifying Capital Item.

(b) Except in the case of an emergency, Landlord shall not be obligated to reimburse Tenant for any expenditure for any Full Reimbursement Item or for the Reimbursement Amount for any Qualifying Capital Item, unless such expenditures have been authorized in advance by Landlord or deemed to have been authorized, as provided below in this Section 11.3(b). In the event any such costs are incurred as a result of an emergency, Tenant shall notify Landlord of such emergency and the need to incur such costs as soon as reasonably practicable thereafter, and shall only incur such costs as are reasonably necessary (as determined by Tenant in its reasonable discretion) to stabilize the Building and avoid further damage to the Building or injury to any persons prior to obtaining Landlord's approval of such costs. If Tenant desires to perform any repair or maintenance costs for which it intends to seek reimbursement by Landlord pursuant to this Section 11.3, except in the case of an emergency, Tenant shall request Landlord's approval of the costs to be incurred prior to incurring the same, by giving a written notice to Landlord (herein called a "**Reimbursable Item Notice**"), setting forth (i) an explanation of the facts which lead Tenant to determine that such Full Reimbursement Item or Capital Item is necessary at such time in order to meet Tenant's repair obligations under this Lease or Tenant's obligation to alter the Building in order to comply with a change in Laws for which Tenant is entitled to reimbursement as provided in Section 9.3 of the Lease (collectively, "**Tenant's Repair Obligations**"), (ii) the estimated cost of such Full Reimbursement Item or Capital Item, including a copy of proposal(s) from the contractor(s) Tenant desires to hire to perform the same, and (iii) for a Capital Item, Tenant's determination of the useful life of such Capital Item (herein called the "**Useful Life Estimate**"). Landlord shall not unreasonably withhold its approval of any request by Tenant for approval of (i) a Capital Item or (ii) a Full Reimbursement Item that is reasonably necessary to maintain such components of the Building to the standard to which Tenant has historically maintained such components of the Building during its occupancy thereof, including occupancy during the term of the Original Lease or that is necessary to meet Tenant's Repair Obligations; however, Landlord may approve a Capital Item, but dispute Tenant's Useful Life Estimate. Landlord's failure to respond to (i) a Reimbursable Item Notice with respect to a Full Reimbursement Item within twenty (20) business days after receipt thereof or (ii) a Reimbursable Item Notice with respect to a Qualifying Capital Item within fifteen (15) business days after receipt thereof shall constitute Landlord's approval of the request for reimbursement set forth in such Reimbursable Item Notice, so long as the Reimbursable Item Notice includes a statement in all capital letters on the first page of such notice advising Landlord that its failure to respond to such Reimbursable Item Notice within such twenty (20) business day period or fifteen (15) business day period, as applicable, shall be deemed to constitute its approval thereof. If Landlord approves a Capital Item, but disputes Tenant's determination of the Useful Life

Estimate, and Landlord and Tenant are not able to resolve such dispute, then Tenant may proceed with the Capital Item and Landlord shall be obligated to reimburse Tenant for such item as set forth above; however, the useful life of such Capital Item (and thus the Reimbursement Amount) shall be determined by a public accounting firm mutually agreeable to Landlord and Tenant.

(c) Any costs incurred by Tenant for which Landlord is responsible to pay in accordance with this Section 11.3 shall be reimbursed by Landlord within thirty (30) days after receipt of an invoice from Tenant, which shall be accompanied by copies of the underlying invoices from the contractor(s) performing such work, evidence that Tenant has paid the cost of such work in full (including final unconditional lien waivers from the general contractor and all subcontractors), and a statement from Tenant certifying that such work has been completed to Tenant's satisfaction. Any amounts not paid by Landlord within such thirty (30) day period shall bear interest from and after the thirty-first (31st) day at the rate of interest provided in Section 21.2 below.

9. **Surrender.** Notwithstanding anything to the contrary in the Lease, including, without limitation, Section 10.2 thereof, Tenant shall not be required to remove or restore any alterations or improvements made to the Premises prior to the date of this Amendment.

10. **Addresses of Landlord and Tenant.** The addresses of Landlord and Tenant set forth in the Basic Lease Information section of the Existing Lease are hereby deleted and replaced with the following:

**Landlord's Address:** [Intentionally omitted]

*with a copy to:*

Shartsis Friese LLP  
One Maritime Plaza, 18th Floor  
San Francisco, California 94111  
Attn: Patrick R. McCabe  
Telephone: (415) 773-7299  
Facsimile: (415) 421-2922

**Tenant's Address:** 100 Potrero Avenue  
San Francisco California 94103  
Attn: General Counsel  
Telephone: (415) 645-5000  
Facsimile: (415) 645-4000

*with a copy to:*

Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, CA 94304  
Attn: James P. McCann  
Telephone: (650) 565-3538  
Facsimile: (650) 493-6811

11. **Use.** Provided that Tenant obtains, at Tenant's sole cost and expense, all permits and approvals required from all governmental authorities with jurisdiction over the use of the Premises, Tenant shall be entitled to use the Premises for general office use and incidental uses, including research and development, laboratory uses and storage, as permitted by Law.

12. **Landlord Entry.** Any entry by Landlord and Landlord's agents shall not materially interfere with Tenant's operations.

13. **Miscellaneous.**

(a) Except as expressly modified hereby, the Existing Lease shall remain unmodified and in full force and effect, and is hereby ratified and confirmed.

(b) CBRE, Inc., has acted as broker for Landlord in this transaction. CBRE, Inc. and Resource Real Estate Group have acted as broker for Tenant in this transaction. Landlord represents that Landlord has dealt with no brokers other than the brokers identified herein. Landlord agrees that, if any other broker makes a claim for a commission based upon the actions of Landlord, Landlord shall indemnify, defend, protect and hold Tenant harmless from any such claim. Tenant represents that Tenant has dealt with no brokers other than the brokers identified herein. Tenant agrees that, if any other broker makes a claim for a commission based upon the actions of Tenant, Tenant shall indemnify, defend, protect and hold Landlord harmless from any such claim. Landlord shall pay commissions to CBRE, Inc. and Resource Real Estate Group in accordance with the terms of separate agreements between Landlord and such brokers.

(c) Each of Landlord and Tenant represents that the individuals executing this Amendment on its behalf has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

(d) This Amendment, after due execution by each party, may be delivered via electronic or facsimile transmission, with original signatures to follow, and in any number of counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

*[The remainder of this page is blank.]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment effective as of the date set forth above.

*Landlord:*

/s/ DAGMAR DOLBY

DAGMAR DOLBY, as Trustee of the  
Dolby Family Trust dated May 7, 1999

/s/ DAGMAR DOLBY

DAGMAR DOLBY, as Trustee of the  
Ray Dolby 2002 Trust A dated April 19, 2002

/s/ DAGMAR DOLBY

DAGMAR DOLBY, as Trustee of the  
Ray Dolby 2002 Trust B dated April 19, 2002

*Tenant:* DOLBY LABORATORIES, INC.,  
a California corporation

By: /s/ KEVIN YEAMAN

Name: Kevin Yeaman

Its: President and CEO

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is made and entered into as of May 6, 2014, by and among DAGMAR DOLBY, AS TRUSTEE OF THE DOLBY FAMILY TRUST DATED MAY 7, 1999, DAGMAR DOLBY, AS TRUSTEE OF THE RAY DOLBY 2002 TRUST A DATED APRIL 19, 2002, and DAGMAR DOLBY, AS TRUSTEE OF THE RAY DOLBY 2002 TRUST B DATED APRIL 19, 2002 (collectively, "**Landlord**"), and DOLBY LABORATORIES, INC., a California corporation ("**Tenant**").

## RECITALS

A. Landlord and Tenant are parties to that certain Lease Agreement dated as of December 31, 2005 (the "**Original Lease**"), which Original Lease was supplemented by a Waiver dated as of December 20, 2012, a Waiver dated as of February 27, 2013, a Waiver dated as of April 26, 2013, a Waiver dated as of June 29, 2013, and a Waiver and Extension dated as of September 29, 2013 (collectively, the "**Initial Waivers**"), and by a Waiver and Extension dated as of April 30, 2014 (the "**April 2014 Waiver**"). As used in this Amendment, the Original Lease and the Initial Waivers shall be collectively referred to herein as the "**Existing Lease**".

B. Pursuant to the Existing Lease, Landlord leases to Tenant, and Tenant leases from Landlord, those certain premises (the "**Premises**") consisting of approximately 13,052 rentable square feet in that certain building located at 140 Potrero Avenue, San Francisco, California, as more particularly described in the Lease.

C. Without giving effect to the April 2014 Waiver, the Term of the Lease was scheduled to expire on April 30, 2014 (the "**Scheduled Expiration Date**"). The April 2014 Waiver extended the expiration of the Term of the Lease to May 6, 2014.

D. Landlord and Tenant now desire to amend the Lease to extend the Term, among other things, all subject to the terms, covenants and conditions set forth herein.

## AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. ***Retroactive Effective Date; Defined Terms.***

(a) This Amendment shall be effective as of May 1, 2014, on a retroactive basis, and upon execution and delivery of this Amendment by both Landlord and Tenant, the April 2014 Waiver shall be void *ab initio* and of no force or effect.

(b) Unless otherwise expressly set forth herein, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Existing Lease. As

used herein and in the Existing Lease, the term “Lease” shall mean the Existing Lease as amended hereby, and the term “First Amendment” shall mean this Amendment.

2. **Term.** The Term is hereby extended for an additional ten (10) year and six (6) month period, commencing on May 1, 2014 (the “Extended Term Commencement Date”), and expiring on October 31, 2024 (the “Extended Expiration Date”), unless sooner terminated in accordance with the terms of the Lease. That portion of the Term commencing on the Extended Term Commencement Date and ending on the Extended Expiration Date shall be referred to herein as the “Extended Term,” and unless the context clearly provides otherwise, all references in the Lease to the “Term” shall be deemed to include the Extended Term, and all references in the Lease to the “Expiration Date” shall be deemed to be the Extended Expiration Date.

3. **Rent.** During the Extended Term, Tenant will pay as Base Rent for the Premises the following:

Period	Annual Rate Per RSF	Annual Base Rent	Monthly Base Rent
May 1, 2014 - October 31, 2014	\$0.00	\$0.00	\$0.00
November 1, 2014 - April 30, 2015	\$12.50	\$163,150.00	\$13,595.83
May 1, 2015 - April 30, 2016	\$12.88	\$168,044.50	\$14,003.71
May 1, 2016 - April 30, 2017	\$13.26	\$173,085.84	\$14,423.82
May 1, 2017 - April 30, 2018	\$13.66	\$178,278.41	\$14,856.53
May 1, 2018 - April 30, 2019	\$14.07	\$183,626.76	\$15,302.23
May 1, 2019 - April 30, 2020	\$14.49	\$189,135.57	\$15,761.30
May 1, 2020 - April 30, 2021	\$14.93	\$194,809.63	\$16,234.14
May 1, 2021 - April 30, 2022	\$15.37	\$200,653.92	\$16,721.16
May 1, 2022 - April 30, 2023	\$15.83	\$206,673.54	\$17,222.79
May 1, 2023 - April 30, 2024	\$16.31	\$212,873.74	\$17,739.48
May 1, 2024 - October 31, 2024	\$16.80	\$219,259.96	\$18,271.66

4. **Additional Charges, Utilities.** During the Extended Term (including, but not limited to, during any period of rent abatement pursuant to Section 3 hereof), Tenant shall pay all Additional Charges and Utilities in accordance with the Lease.

5. **Condition of Premises.** Tenant is in possession of the Premises and will accept the same as of the Extended Term Commencement Date “AS-IS” without any agreements, representations, understandings or obligations on the part of Landlord to (i) perform any alterations, additions, repairs or improvements, (ii) fund or otherwise pay for any alterations, additions, repairs or improvements to the Premises, or (iii) grant Tenant any free rent, concessions, credits or contributions of money with respect to the Premises, except as expressly provided otherwise in the Lease. In accordance with Section 7 of the Lease, Tenant further agrees and acknowledges that the Premises are suitable for Tenant’s use, and that Tenant shall lease the Premises in its “AS-IS” condition, subject to the provisions of the Lease. Landlord makes no representation or warranty as to (i) the nature, quality or condition of the Premises or the Building, or (ii) the nature, quality or

suitability for Tenant's business of the Building or the Premises, and Tenant shall have no rights against Landlord by reason of any claimed deficiencies therein, except as expressly provided in the Lease.

6. **Options to Extend Term.** Landlord and Tenant hereby agree and acknowledge that following the Extended Expiration Date, Tenant shall have two additional options to extend the Term for two (2) Option Terms of five (5) years each, on the terms and conditions set forth in Section 30 of the Lease.

7. **Termination Right.** Provided that an Event of Default does not exist under the Lease at the time Tenant delivers its Cancellation Notice (as defined below), Tenant may terminate the Lease effective as of October 31, 2019 (the "**Early Termination Date**"), by written notice to Landlord of such termination given no later than one year prior to the Early Termination Date (the "**Cancellation Notice**"). Tenant shall accompany its Cancellation Notice with payment to Landlord of a payment (the "**Advance Termination Payment**") in an amount equal to Forty-Seven Thousand Two Hundred Eighty-Three and 90/100 Dollars (\$47,283.90). A Cancellation Notice shall not be valid or effective unless the same is accompanied by the Advance Termination Payment. Provided that Tenant timely delivers the Cancellation Notice and the Advance Termination to Landlord, (i) this Lease shall terminate on the Early Termination Date, and (ii) notwithstanding the provisions of Section 2 of this Amendment, all references in the Lease to the "Expiration Date" shall be deemed to be the Early Termination Date. In addition to the Advance Termination Payment, within sixty (60) days after the Early Termination Date, Tenant shall deliver to Landlord Tenant's good faith calculation of (a) the amount of Impositions incurred with respect to the Building for the one year period ending on the Early Termination Date and (b) the cost incurred by Tenant to provide the Property Policy coverage required under Section 1 of Schedule I of the Lease, together with a payment in an amount equal to twenty-five percent (25%) of the amount of such Impositions and cost of the Property Policy. Tenant's obligation to deliver such calculation and payment shall survive the termination of the Lease.

8. **Repair and Maintenance.**

(a) Section 9.3 of the Existing Lease is hereby amended by adding the following sentences at the end of said Section:

Notwithstanding the foregoing, in the event that any change in any Laws is enacted on or after the Extended Term Commencement Date (as defined in the First Amendment) and such change requires that any Alterations be made to the Building, which are of a nature that such Alterations would be treated as capital expenditures under generally accepted accounting principles, and such Alterations would be required to be made even if Tenant is making no Alterations to the Building (*i.e.*, there is a mandatory requirement to modify the Premises, such as a requirement to install fire sprinklers or to retrofit an unreinforced masonry building, which requirement is not triggered by Alterations being made to the Building by Tenant), then Tenant shall be entitled to reimbursement for a portion of the costs of the Alterations necessary to comply with such change in Laws, as a Qualifying Capital Item as provided in Section 11.3 hereof. For the avoidance of doubt, if Tenant elects

to make any voluntary Alterations to the Building, and such voluntary Alterations trigger any obligation to comply with any change in Laws that would not be required absent the making of such voluntary Alterations, then Landlord shall have no obligation to reimburse Tenant for any costs incurred to comply with any such change in Laws.

(b) Section 11.1 of the Existing Lease is hereby deleted in its entirety and replaced with the following:

### ***11.1 Tenant's Obligations***

At Tenant's sole cost and expense (except as provided in Section 11.3 below), Tenant shall at all times during the Term maintain the Premises in good, clean and sanitary condition and, at Tenant's cost and expense, make all repairs and replacements as and when necessary to preserve the Premises in good working order and condition, including glass, windows, window frames, window casements, skylights, interior and exterior doors, door frames and door closers; interior lighting (including, without limitation, light bulbs and ballasts), the Building Systems serving the Premises, all communications systems serving the Premises, Tenant's signage, interior demising walls and partitions, equipment, interior painting and interior walls and floors, exterior walls, foundations, roof, other structural components, Tenant's security systems in or about or serving the Premises and cause the fire alarm systems serving the Premises to be monitored by a monitoring or protective services firm reasonably approved by Landlord in writing. Without limiting the generality of the foregoing, (i) Tenant shall procure annual maintenance contracts for any HVAC system, life safety systems and elevators and implement any reasonable maintenance recommendations of the service providers under such annual maintenance contracts, and (ii) Tenant shall cause annual roof inspections to be performed by a licensed roofing contractor selected by Tenant, and shall implement any reasonable maintenance recommendations of such roofing contractor. Tenant shall not do nor shall Tenant allow Tenant's agents, advisors, employees, partners, shareholders, directors, invitees and independent contractors (collectively, "**Tenant's Agents**") to do anything to cause any damage, deterioration or unsightliness to the Premises or the Building; provided that if this Lease is ever amended so that the Premises consist of less than the entire Building, Tenant shall not be obligated to repair or maintain the Building Systems that do not exclusively serve the Premises or the structural elements of the Building unless such repair or maintenance is necessitated by any act of Tenant, its agents, representatives, employees, contractors or visitors (subject to Section 15.5 below). Landlord shall not be liable for, and there shall be no abatement of Rent with respect to, any injury to or interference with Tenant's business arising from any repairs, maintenance, alteration or improvement in or to any portion of the Premises and/or the Building, or in or to any fixtures, appurtenances or equipment therein. Tenant hereby waives the provisions of Sections 1941 and 1942 and 1932(1), respectively, of the California Civil Code and any similar law now or

hereafter in effect, as such laws relate to the condition of the Premises or Tenant's right to effect repairs in or to the Premises and deduct the cost thereof from the Rent.

(c) Section 11.3 of the Existing Lease is hereby deleted in its entirety and replaced with the following:

### **11.3 Landlord's Obligations**

(a) Notwithstanding the provisions of Sections 11.1 and 11.2 above, subject to compliance with the provisions of this Section 11.3, Landlord shall reimburse Tenant for (i) the costs reasonably incurred by Tenant for maintenance, repair and replacement of foundations, exterior walls and the roof (including membrane) of the Building, except for costs to the extent necessitated by Tenant's installation, maintenance or removal of any Roof Equipment (as defined below) or Tenant's failure to implement the maintenance recommendations made as a result of the annual roof inspections required under Section 11.1 above or failure to conduct such annual roof inspections (the items for which reimbursement is required pursuant to this clause (i) are referred to herein as "**Full Reimbursement Items**"), and (ii) the Reimbursement Amount (as defined below) for Qualifying Capital Items (as defined below). As used herein, the term "**Reimbursement Amount**" shall mean that portion of the actual cost of any Qualifying Capital Item that is allocable to the portion of its useful life occurring after the Applicable Expiration Date, amortized on a straight-line basis over its useful life in accordance with generally accepted accounting principles. As used herein, "**Applicable Expiration Date**" shall mean the Extended Expiration Date (as defined in the First Amendment), provided that if Tenant has exercised either option to extend the Term pursuant to Section 30 of the Lease, prior to the date payment of the Reimbursement Amount by Landlord is due pursuant to this Section 11.3, the Applicable Expiration Date shall be the expiration date of the latest Option Term so exercised by Tenant. As used herein, the term "**Capital Item**" means any Alteration or improvement to the Building or fixture or equipment installed in the Building existing as of the Extended Term Commencement Date (excluding any such items installed by Tenant on or after the Extended Term Commencement Date), the expenditure for which would normally be treated as a capital expenditure under generally accepted accounting principles. As used herein, the term "**Qualifying Capital Item**" means a Capital Item that must be installed or replaced on or after the Extended Term Commencement Date by Tenant in order to meet Tenant's Repair Obligations, and the installation or replacement of which is not necessitated due to (1) Tenant's failure to maintain the Building in compliance with Tenant's Repair Obligations, or (2) any act or omission of Tenant, its agents, representatives, employees, contractors or visitors, constituting negligence or willful misconduct or otherwise in violation of the terms of the Lease, or (3) Alterations to the Building voluntarily made by Tenant, which voluntary Alterations trigger any obligation to comply with any change in Laws that would not be required absent the making of such voluntary Alterations. For the avoidance of doubt, and by way of example, if Tenant fails to procure annual maintenance contracts for any HVAC

system, life safety systems and elevators or to implement any maintenance recommendations of the service providers under such annual maintenance contracts, as required by Section 11.1, and as a result of such failure, replacement of a Capital Item is required sooner than would have been the case had Tenant procured such annual maintenance contracts and followed the maintenance recommendations of the service providers under such annual maintenance contracts, then the replacement of such item shall not constitute a Qualifying Capital Item.

(b) Except in the case of an emergency, Landlord shall not be obligated to reimburse Tenant for any expenditure for any Full Reimbursement Item or for the Reimbursement Amount for any Qualifying Capital Item, unless such expenditures have been authorized in advance by Landlord or deemed to have been authorized, as provided below in this Section 11.3(b). In the event any such costs are incurred as a result of an emergency, Tenant shall notify Landlord of such emergency and the need to incur such costs as soon as reasonably practicable thereafter, and shall only incur such costs as are reasonably necessary (as determined by Tenant in its reasonable discretion) to stabilize the Building and avoid further damage to the Building or injury to any persons prior to obtaining Landlord's approval of such costs. If Tenant desires to perform any repair or maintenance costs for which it intends to seek reimbursement by Landlord pursuant to this Section 11.3, except in the case of an emergency, Tenant shall request Landlord's approval of the costs to be incurred prior to incurring the same, by giving a written notice to Landlord (herein called a "**Reimbursable Item Notice**"), setting forth (i) an explanation of the facts which lead Tenant to determine that such Full Reimbursement Item or Capital Item is necessary at such time in order to meet Tenant's repair obligations under this Lease or Tenant's obligation to alter the Building in order to comply with a change in Laws for which Tenant is entitled to reimbursement as provided in Section 9.3 of the Lease (collectively, "**Tenant's Repair Obligations**"), (ii) the estimated cost of such Full Reimbursement Item or Capital Item, including a copy of proposal(s) from the contractor(s) Tenant desires to hire to perform the same, and (iii) for a Capital Item, Tenant's determination of the useful life of such Capital Item (herein called the "**Useful Life Estimate**"). Landlord shall not unreasonably withhold its approval of any request by Tenant for approval of (i) a Capital Item or (ii) a Full Reimbursement Item that is reasonably necessary to maintain such components of the Building to the standard to which Tenant has historically maintained such components of the Building during its occupancy thereof, including occupancy during the term of the Original Lease or that is necessary to meet Tenant's Repair Obligations; however, Landlord may approve a Capital Item, but dispute Tenant's Useful Life Estimate. Landlord's failure to respond to (i) a Reimbursable Item Notice with respect to a Full Reimbursement Item within twenty (20) business days after receipt thereof or (ii) a Reimbursable Item Notice with respect to a Qualifying Capital Item within fifteen (15) business days after receipt thereof shall constitute Landlord's approval of the request for reimbursement set forth in such Reimbursable Item Notice, so long as the Reimbursable Item Notice includes a statement in all capital letters on the first page of such notice advising Landlord that its failure to respond to such Reimbursable

Item Notice within such twenty (20) business day period or fifteen (15) business day period, as applicable, shall be deemed to constitute its approval thereof. If Landlord approves a Capital Item, but disputes Tenant's determination of the Useful Life Estimate, and Landlord and Tenant are not able to resolve such dispute, then Tenant may proceed with the Capital Item and Landlord shall be obligated to reimburse Tenant for such item as set forth above; however, the useful life of such Capital Item (and thus the Reimbursement Amount) shall be determined by a public accounting firm mutually agreeable to Landlord and Tenant.

(c) Any costs incurred by Tenant for which Landlord is responsible to pay in accordance with this Section 11.3 shall be reimbursed by Landlord within thirty (30) days after receipt of an invoice from Tenant, which shall be accompanied by copies of the underlying invoices from the contractor(s) performing such work, evidence that Tenant has paid the cost of such work in full (including final unconditional lien waivers from the general contractor and all subcontractors), and a statement from Tenant certifying that such work has been completed to Tenant's satisfaction. Any amounts not paid by Landlord within such thirty (30) day period shall bear interest from and after the thirty-first (31st) day at the rate of interest provided in Section 21.2 below.

9. **Surrender.** Notwithstanding anything to the contrary in the Lease, including, without limitation, Section 10.2 thereof, Tenant shall not be required to remove or restore any alterations or improvements made to the Premises prior to the date of this Amendment.

10. **Addresses of Landlord and Tenant.** The addresses of Landlord and Tenant set forth in the Basic Lease Information section of the Existing Lease are hereby deleted and replaced with the following:

**Landlord's Address:** [Intentionally omitted]

*with a copy to:*

Shartsis Friese LLP  
One Maritime Plaza, 18th Floor  
San Francisco, California 94111  
Attn: Patrick R. McCabe  
Telephone: (415) 773-7299  
Facsimile: (415) 421-2922

**Tenant's Address:** 100 Potrero Avenue  
San Francisco California 94103  
Attn: General Counsel  
Telephone: (415) 645-5000  
Facsimile: (415) 645-4000

*with a copy to:*

Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, CA 94304  
Attn: James P. McCann  
Telephone: (650) 565-3538  
Facsimile: (650) 493-6811

11. **Landlord Entry.** Any entry by Landlord and Landlord's agents shall not materially interfere with Tenant's operations.

12. **Miscellaneous.**

(a) Except as expressly modified hereby, the Existing Lease shall remain unmodified and in full force and effect, and is hereby ratified and confirmed.

(b) CBRE, Inc., has acted as broker for Landlord in this transaction. CBRE, Inc. and Resource Real Estate Group have acted as broker for Tenant in this transaction. Landlord represents that Landlord has dealt with no brokers other than the brokers identified herein. Landlord agrees that, if any other broker makes a claim for a commission based upon the actions of Landlord, Landlord shall indemnify, defend, protect and hold Tenant harmless from any such claim. Tenant represents that Tenant has dealt with no brokers other than the brokers identified herein. Tenant agrees that, if any other broker makes a claim for a commission based upon the actions of Tenant, Tenant shall indemnify, defend, protect and hold Landlord harmless from any such claim. Landlord shall pay commissions to CBRE, Inc. and Resource Real Estate Group in accordance with the terms of separate agreements between Landlord and such brokers.

(c) Each of Landlord and Tenant represents that the individuals executing this Amendment on its behalf has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

(d) This Amendment, after due execution by each party, may be delivered via electronic or facsimile transmission, with original signatures to follow, and in any number of counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

*[The remainder of this page is blank.]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment effective as of the date set forth above.

*Landlord:*

\_\_\_\_\_  
/s/ DAGMAR DOLBY  
DAGMAR DOLBY, as Trustee of the  
Dolby Family Trust dated May 7, 1999

\_\_\_\_\_  
/s/ DAGMAR DOLBY  
DAGMAR DOLBY, as Trustee of the  
Ray Dolby 2002 Trust A dated April 19, 2002

\_\_\_\_\_  
/s/ DAGMAR DOLBY  
DAGMAR DOLBY, as Trustee of the  
Ray Dolby 2002 Trust B dated April 19, 2002

*Tenant:* DOLBY LABORATORIES, INC.,  
a California corporation

By: /s/ KEVIN YEAMAN  
Name: Kevin Yeaman  
Its: President and CEO

## CERTIFICATION

I, Kevin J. Yeaman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Dolby Laboratories, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2014

/s/ KEVIN J. YEAMAN

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Kevin J. Yeaman  
President and Chief Executive Officer  
(Principal Executive Officer)

## CERTIFICATION

I, Lewis Chew, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Dolby Laboratories, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2014

/s/ LEWIS CHEW

\_\_\_\_\_  
Lewis Chew

Executive Vice President and Chief Financial Officer  
(Principal Financial and Accounting Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Dolby Laboratories, Inc. (the "Company"), on Form 10-Q for the fiscal quarter ended June 27, 2014, as filed with the Securities and Exchange Commission (the "Report"), Kevin J. Yeaman, President and Chief Executive Officer of the Company and Lewis Chew, Executive Vice President and Chief Financial Officer of the Company, respectively, do each hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- The information in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: July 30, 2014

/s/ KEVIN J. YEAMAN

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Kevin J. Yeaman  
President and Chief Executive Officer  
(Principal Executive Officer)

/s/ LEWIS CHEW

---

Lewis Chew  
Executive Vice President and Chief Financial Officer (Principal Financial and  
Accounting Officer)

