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IN THE UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

TD PROFESSIONAL SERVICES, an
Arizona Limited Liability Corporation,

NO.

Plaintiff,

v.

COMPLAINT

TRUYO INCORPORATED, an Arizona
corporation; INTRAEDGE
INCORPORATED, a Delaware
corporation,

(Jury Trial Demanded)

Defendants.

1
2 Plaintiff TD Professional Services (hereafter "TD") hereby files this Complaint against
3 Truyo Incorporated (hereafter "Truyo") and Intraedge Incorporated (hereafter "Intraedge") and for
4 its causes of action alleges as follows.
5

6 **GENERAL ALLEGATIONS**

7 **A. Parties**

8
9 1. Plaintiff TD is an Arizona limited liability corporation, with its principal place
10 of business in Maricopa County, Arizona and has been at all times material hereto.

11 2. Defendant Truyo is an Arizona corporation, with its corporate headquarters at 5660
12 West Chandler Boulevard, Ste. 1, Chandler, Arizona 85226 and has been so located at all times
13 material hereto.

14
15 3. Defendant Intraedge is a Delaware corporation. It has its corporate headquarters at 5660
16 West Chandler Boulevard, Ste. 1, Chandler, Arizona 85226 and has been so located at all times
17 material hereto.

18 **B. Jurisdiction and Venue**

19
20 4. This Court has subject matter jurisdiction because this is a civil action for patent
21 infringement arising under the patent laws of the United States, Title 35, United State Code,
22 including 35 U.S.C. 271. This Court therefore has exclusive subject matter jurisdiction under 28
23 U.S.C. 1331 and 28 U.S.C. 1338(a).

24
25 5. This Court also has subject matter jurisdiction over the Arizona state law claims,
26 pursuant to 28 U.S.C. 1367, because said state law claims are so related to the federal claim that
27 they constitute part of the same case or controversy.
28

1 6. This Court has general personal jurisdiction over both Defendants, pursuant to Daimler
2 AG v. Bauman, 571 U.S. 117, 134 S. Ct. 746 (U.S. 2014), because both Defendants have their
3 corporate headquarters in Maricopa County, Arizona and Defendant Truyo is also incorporated in
4 Arizona.

5
6 7. This Court also has specific personal jurisdiction over both Defendants, pursuant to
7 Daimler AG v. Bauman, 571 U.S. 117, 134 S. Ct. 746 (U.S. 2014), because every single act of
8 direct patent infringement, inducement to infringe and every act satisfying the criteria of the state
9 law claims described in this Complaint occurred within the boundaries of the State of Arizona and
10 originated from within the boundaries of the State of Arizona.

11
12 8. Venue is proper under 28 U.S.C. 1391(b)(1) and 28 U.S.C. 1391(b)(2), in that all
13 Defendants are residents of this state and all events in question occurred within this state. Venue
14 is also proper under 28 U.S.C. 1400(b), both because Defendants reside in this judicial district and
15 because Defendants have committed acts of infringement and have a regular place of business
16 here.

17
18 **C. Consumer Privacy Regulations - GDPR and CCPA**

19 9. In 2016, the European Union (hereafter “EU”) adopted the General Data
20 Protection Regulations (hereafter “GDPR”) and they went into effect May 25, 2018.

21
22 10. By way of rough summary, the GDPR require businesses who handle any personal data
23 of covered individuals to comply with stringent collection, documentation, management, security
24 and communication processes.

25
26 11. The GDPR also strengthens the rights of data subjects, mandating extensive notice, opt-
27 in consent, user rights to access and correct and other rights.

28 12. Japan, Australia and Thailand have essentially adopted the GDPR.

1 13. China, Canada, India and Brazil have now adopted their own similar regulations.

2 14. Also in 2018, California adopted the California Consumer Privacy Act (hereafter
3 “CCPA”), which contains substantial similarities to the GDPR. It was significantly amended and
4 expanded by the California Privacy Rights Act (hereafter “CPRA”) in 2020.
5

6 **D. The Technology**

7 15. Scott Hines (Hines) is a computer science inventor. He has a long history of inventing
8 useable solutions in this field, stretching over more than three decades. In 2008, he became aware
9 of blockchain technology, though he had been aware of related concepts previously.
10

11 16. For years thereafter, he pondered potential inventions utilizing this technology - the
12 primary focus of blockchain during the early years was crypto currency, but he was not looking to
13 invent in that field.

14 17. Hines’ focus became utilizing a blockchain based distributed transaction registry as a
15 way of processing and storing evidence that would hold up in a court of law.
16

17 18. During 2008 to late 2016, on information and belief, no one had come up with an
18 invention that made a viable business use of the blockchain architecture wholly outside the
19 concept of cryptocurrency.
20

21 19. At approximately the start of 2017, Hines read about the recently passed and soon to be
22 implemented GDPR. Over the next months, he invented a platform that utilized a blockchain
23 based distributed transaction registry, a data lake and numerous other components, with the
24 purpose of allowing corporations newly subject to the GDPR to be able to prove in a court of law
25 that they were in compliance with all of its onerous provisions.
26

27 20. Hines filed U.S. Patent Application Serial Number 15/934,720 on his technology on
28 March 23, 2018 and said application was ultimately granted and issued as U.S. Patent

1 #10,304,062 (the '062 patent) on May 28, 2019. Hines also filed a continuation patent application
2 claiming the benefit of the '062 Patent, U.S. Patent Application Serial Number 16/372,741 on his
3 technology on April 2, 2019 and this patent application was ultimately granted as U.S. Patent
4 #10,628,833 (the '833 patent). True and correct copies are attached hereto as Exhibits A and B.
5

6 21. The patent examiner found that the subject patents clearly satisfied the criteria set forth
7 in *Alice Corp. v. CLS Bank International*, 573 U.S. 208 (U.S. 2014) because, among other
8 reasons, the patents: 1) claim a physical invention, not merely an idea; 2) embody a single
9 computer architecture, as opposed to the then current multiple systems, making the invention
10 faster, more convenient and less resource intensive than anything prior; and 3) unlike all prior
11 blockchain systems, which used a database (thus allowing for manipulation of data), the patents
12 use a data lake, which does not allow manipulation of the raw data.
13

14 22. On Novelty and Obviousness, the patent examiner concluded that the subject patents
15 were not obvious and were clearly novel, in light of the Molinari reference (U.S. Patent
16 Publication No. 2017/0011460), the Curbera reference (U.S. Patent Publication No.
17 2018/0082024) and all other prior patents because: 1) neither Molinari, Curbera nor anyone else
18 uses a data lake, which is crucial; 2) neither Molinari, Curbera nor anyone else uses blockchain
19 blocks to certify that the data going into the lake is unaltered; 3) neither Molinari, Curbera nor
20 anyone else does the above two things while simultaneously placing the data in the data lake; and
21 4) neither Molinari, Curbera nor anyone else identifies only the marked data from the data stream.
22

23 23. Furthermore, the examiner found that the subject patents' pre identified data fields
24 determined by regulations were materially different than Molinari's "smart contracts" and the
25 subject patents' pseudonymization is not the same as Molinari's "token," which merely removes
26
27
28

1 the information, as opposed to pseudonymizing it, placing it in an audit leger and putting the raw
2 data in a data lake.

3 24. On May 3, 2018, by written assignment drafted by his attorneys, Hines assigned all
4 right, title and interest in the patents to Plaintiff. Hines is the sole owner of Plaintiff.
5

6 25. The technology was never disclosed publicly or otherwise, was never in public use,
7 publicly displayed or on sale prior to or on March 23, 2017.

8 **E. Intraedge**

9 26. Hines had other obligations which prevented him from starting a company around his
10 technology at that time, so he began looking for a way to commercialize his technology.
11

12 27. Hines had a recently fired friend named Dan Clarke (“Clarke”) who was financially
13 desperate and was looking for a new product to pitch to a company. Hines was also aware that a
14 company, Intraedge, was looking for a software platform. Clarke and Hines ultimately decided
15 that Clarke would take the technology to Intraedge, in order to see if Intraedge had interest in
16 funding and/or commercializing the technology.
17

18 28. Prior to April 19, 2017, Hines told Clarke very generally of the technology, but did not
19 disclose details.
20

21 29. On April 19, 2017, Hines signed a non disclosure agreement with Intraedge and some
22 weeks thereafter, Hines and Clarke, with Hines’ authorization, showed Intraedge a PowerPoint
23 presentation describing various aspects of the technology in broad detail.
24

25 30. On September 18, 2017, Intraedge signed a term sheet which stated that “the retail
26 GDPR Registry and derivative work” embodying Hines’ technology, which would be set forth in
27 the subsequent patent, was the sole property of TD Professional Services and Intraedge sought to
28 license the technology.

1 31. Intraedge also documented that their intent was to “commercialize” Plaintiff’s
2 technology. Intraedge further promised that they would “take proper care” to protect Plaintiff’s
3 interest in its technology, promised they would “only use the IP pursuant to the knowledge of
4 TDPS...without any exceptions,” and promised that if the technology was commercialized and
5 sold, they would pay Plaintiff a 12% royalty on the “GDPR project” after recouping costs of
6 commercialization.
7

8 32. Intraedge further promised that any improvements to the intellectual property
9 developed by Intraedge during the commercialization process would be the sole property of
10 Plaintiff and in exchange for Plaintiff sharing the knowledge of its technology subject to the non
11 disclosure agreement, Intraedge would not ever produce any product that potentially replicated or
12 “competed” with Plaintiff’s technology.
13

14 33. Prior to being approached by Hines and Clarke, Intraedge had no remotely similar
15 technology either in development or in its possession, nor was it aware of any similar technology.
16 Intraedge’s Chief Executive Officer was not even aware of the GDPR’s existence when
17 approached by Hines and Clarke.
18

19 34. Intraedge was able to raise financing from Intel and after the term sheet was signed,
20 Intraedge began work on commercializing the technology. Hines played a large role in raising the
21 financing and the deal very probably would not have closed without his involvement.
22

23 35. Intraedge agreed to pay Hines \$5000 per month in order to help them commercialize
24 Plaintiff’s technology. Intraedge did in fact make these payments from October, 2017 through
25 May, 2019 and also paid Hines’ expenses.
26

27 36. Hines’ contributions to building out the technology include, but are not limited to: 1)
28 providing Intraedge with notes helping them create the architecture; 2) teaching the team the

1 basics of how the invention came together; 3) consulting with them when they struggled to
2 implement his architecture; 4) providing guidance at weekly team progress meetings for many
3 months; and 5) consulting with the team on how to connect the distributed transaction registry to
4 the evidence in the data lake, such that they would have sufficient performance for consensus
5 across the blockchain.
6

7 37. Intraedge sent Hines out to promote the product and repeatedly identified him in their
8 promotional material as the inventor of the platform. He was also identified as the inventor in
9 Forbes magazine, in an article by Dave Ebel. When Forbes contacted Intraedge, Clarke told
10 Forbes they would need to speak to the inventor, Hines, because he was the only one working
11 with the project who fully understood it at that time.
12

13 38. Through much of the development process, Hines was working closely on an unrelated
14 project with Jim Armstrong, a software executive with a net worth well into nine figures. On
15 October 16, 2018, Armstrong shut the project he had been working on with Hines down and broke
16 ties with Hines. The Chief Executive Officer of Intraedge became aware of this very shortly
17 thereafter.
18

19 39. At approximately the end of October or the start of November, 2018, Hines scheduled a
20 meeting with Clarke and the Chief Executive Officer of Intraedge, Kailash Somani. The meeting
21 was at the Culinary Dropout restaurant and only Clarke showed.
22

23 40. Among many other things, Clarke told Hines: 1) Intraedge was keeping his technology
24 for themselves; 2) they would continue paying Hines \$5000 per month until they chose to stop
25 doing so, but would not pay him a royalty from sales in the marketplace; 3) they had been afraid
26 to cross him when he was affiliated with the wealthy Armstrong, but were not afraid to cross him
27 now, because Hines was not rich enough to afford litigation on this scale; and 4) they were not
28

1 afraid of his patents, which had not yet been granted, because patents on this type of technology
2 are virtually never granted.

3 41. Hines later met with Somani and Clarke together and Somani confirmed all of Clarke's
4 earlier statements. Clarke later reaffirmed some of this in writing after the meeting with Somani.
5 Hines tried to work the situation out with them for the next few months, but they were
6 uninterested in doing so.

7
8 **F. Truyo**

9 42. In January, 2019, Intraedge incorporated a company named Truyo, whose purpose was
10 and is to sell Plaintiff's technology.

11 43. Initially, Intraedge sold Plaintiff's technology, which they named "GDPREdge."
12 Eventually, Truyo began selling the technology, with the name changed to "Truyo."

13 44. Truyo is a subsidiary of Intraedge, was incorporated by Intraedge and Intraedge holds a
14 controlling stake.
15

16 45. According to the Arizona Corporation Commission, Kailash Somani is the Chief
17 Executive Officer of both companies.
18

19 46. According to the Arizona Corporation Commission, both companies have identical
20 listed directors.
21

22 47. According to the Arizona Corporation Commission, both companies are located at an
23 identical address.
24

25 48. Both companies claimed ownership of and sold the product in question and the Non
26 Disclosure Agreement governing Truyo's product was signed by Intraedge and never amended.
27 The Term Sheet was also signed by Intraedge and never amended.
28

1 49. The one asset that makes up virtually all of Truyo's business was conveyed to it by
2 Intraedge and Intraedge arranges its financing.

3 50. The directors and executives of Truyo do not act independently in the interest of Truyo,
4 but take direction from Intraedge.

5 51. The formal legal requirements of Truyo as a separate and independent corporation are
6 not consistently observed. Furthermore, as of mid-2020, Truyo had no independent accounting,
7 marketing or internal email, it was all provided by Intraedge.
8

9 **G. Notice**

10 52. The '062 Patent issued on May 28, 2019. The '833 Patent issued on April 21, 2020.
11 On June 24, 2020, Intraedge and Truyo's Chief Executive Officer was placed on written notice by
12 Plaintiff's then counsel that Plaintiff claimed ownership over the Intraedge/Truyo platform. Hines
13 also went to the home of Truyo senior executive Clarke, showed him the patents and explained
14 how they were infringed. Defendants continued selling the infringing platform to the public and
15 did not alter their behavior.
16
17

18 **H. The Clarke/Mueller Theory**

19 53. Recognizing that they had substantial legal exposure, Defendants' first move was to
20 push the story that Plaintiff's owner, Hines, was not the actual inventor of the Intraedge/Truyo
21 platform. Instead, Defendants argued, the platform was invented by Pete Mueller and Truyo
22 executive Clarke.
23

24 54. This story is false. Mueller has signed an affidavit stating he played no role in the
25 inventions embodied in the subject patents. Witness Robert Alpert will also testify he was told
26 the exact same thing by Truyo.
27
28

1 55. On July 30, 2018, Clarke stated in writing that Hines (and not Clarke) was the inventor
2 of the Intraedge/Truyo platform. On March 23, 2018, Hines told Clarke in writing that Hines had
3 filed for a patent on the platform with himself as sole inventor and Clarke had no objection to this,
4 on behalf of himself or anyone else. On February 28, 2018, Clarke told Hines in writing that the
5 invention of the Intraedge/Truyo platform is “all thanks to you.”
6

7 56. There is no evidence that Mueller or Clarke invented anything embodied in the patents,
8 because neither one of them did.
9

10 **I. Brief Infringement Summary**

11 57. With the Clarke/Mueller story falling apart, Defendants began pushing a new story.
12 The new story was that the Intraedge/Truyo platform was wholly different from what was claimed
13 in the subject patents and did not infringe them. This theory is provably false.
14

15 58. Defendants’ infringement includes but is in no way limited to the following. Plaintiff
16 will provide extensive data, reports and claim charts setting forth all infringing conduct in detail.
17 The following is very limited and only offered to provide Defendants fair notice and an overview
18 of what is claimed.
19

20 59. The ‘062 patent claims at Claim 1 “a computer system architecture for providing
21 compliance with data regulations, comprising: (a) a data collection terminal configured to receive
22 a data input stream...” See also, the ‘833 patent, Claim 1. The Intraedge/Truyo platform is a
23 computer system architecture for providing compliance with data regulations and in every client
24 implementation, it comprises a data collection terminal configured to receive a data input stream.
25 One piece of evidence supporting this assertion is that Truyo’s website and advertising explicitly
26 confirms this.
27
28

1 60. The '062 patent Claim 1(b) and (c) recites “a data input device resident in the data
2 collection terminal; (c) a data output device resident in the data collection terminal...” See also,
3 the '833 patent, Claim 1. The Intraedge/Truyo platform contains a data input device resident in
4 the data collection terminal and a data output device resident in the data collection terminal, in
5 virtually every configuration.
6

7 61. The '062 patent recites at 1(d), “a compliance device driver resident in the data
8 collection terminal, the compliance device driver comprising a transitory computer-readable
9 medium having instructions stored therein that when executed by a computing device: (1) selects
10 in scope data in the data input stream received by the data input device that corresponds to pre-
11 identified data fields by identifying compliance mark up language tags embedded in the data input
12 stream, wherein the pre-identified data fields are determined by data compliance regulations...”
13 See also, the '833 patent, Claim 1.
14

15 62. Claim 2 recites “(t)he computer system architecture of claim 1, wherein the data
16 collection terminal is a point of sale terminal, a webpage, a cash register, a check in counter, a
17 hand held mobile device, or an API.”
18

19 63. Intraedge/Truyo’s method of onboarding new clients clearly establishes and they also
20 told Plaintiff that they are employing the computer system architecture quoted above in Claim 1,
21 but with the data collection terminal being an API, as recited in Claim 2.
22

23 64. The '062 patent further recites at Claim 1 that the driver “applies a compliance markup
24 language parser to the selected in-scope data, thereby generating pseudonymized data of the
25 selected in-scope data, while permitting out-of-scope data to pass through the compliance
26 language markup parser without affecting the out-of-scope data...” See also, the '833 patent,
27 Claim 1. Claim 2 makes this same claim, but with an API.
28

1 65. Intraedge/Truyo's method of onboarding new clients clearly establishes that the
2 Intraedge/Truyo platform's API applies a compliance markup language parser to selected in scope
3 data in order to generate pseudonymized data of the selected in scope data, while allowing out of
4 scope data to pass through.
5

6 66. The '062 patent at 1(e) recites "an automated compliance network appliance in
7 communication with the compliance device driver, wherein the automated compliance network
8 appliance is a physical network interface connection comprising a processor, memory and local
9 storage" and receives "the pseudonymized data generated by the compliance driver..." See also,
10 the '833 patent, Claim 1. Claim 2 claims this same architecture, but using an API.
11

12 67. The Intraedge/Truyo platform contains an automated compliance network appliance in
13 communication with the API, wherein the appliance has a physical network interface connection
14 comprising a processor, memory and local storage that receives pseudonymized data through the
15 API.
16

17 68. The '062 patent also recites at Claim 1 the appliance transmits "the pseudonymized
18 data in batches to blockchain miners..." See also, the '833 patent, Claim 1. In many client
19 implementations, the Intraedge/Truyo platform network appliance transmits pseudonymized data
20 in batches to blockchain miners. The '062 patent also claims that the appliance receives the data
21 input stream from the data collection terminal and transmits it to the Internet (see also, the '833
22 patent, Claim 1); the Intraedge/Truyo platform does this also.
23

24 69. The '062 patent also recites at Claim 1 an automated compliance server, which receives
25 the data from the internet and stores raw data in a data lake. See also, the '833 patent, Claim 1.
26 The Intraedge/Truyo platform does this in all implementations, per its website and advertising.
27 The '062 patent also recites that simultaneously, the invention will receive the verified blockchain
28

1 blocks from blockchain miners; the Intraedge/Truyo platform does this in many client
2 implementations, per its website and advertising.

3 70. The '062 patent recites at Claim 1 "storing the verified blockchain blocks in a
4 blockchain derived immutable audit ledger, wherein the blockchain derived immutable audit
5 ledger certifies that the data stored in the data lake is correct and unaltered." See also, the '833
6 patent, Claim 1. Per its website and advertising, the Intraedge/Truyo platform does this in many
7 client implementations.
8

9 71. The '062 patent recites at Claim 9 "(t)he computer system architecture of claim 1,
10 wherein the automated compliance application server hosts a portal for accessing the data stored
11 in the data lake." See also, the '833 patent, Claim 9. Per its website and advertising, the
12 Intraedge/Truyo platform implements this feature in all client implementations.
13

14 72. The '062 patent recites at Claim 12 "(t)he computer system architecture of claim 1,
15 wherein the automated compliance application server hosts a portal for accessing the data in the
16 immutable audit ledger." See also the '833 patent, Claim 11. Per its website and advertising, the
17 Intraedge/Truyo platform implements this feature in many client implementations.
18

19 73. The '062 patent, in independent Claim 17, recites a method for providing an auditable
20 record showing transaction compliance with data regulations, with similar elements of
21 independent Claim 1 of the '062 Patent. See also, the '833 patent, Claim 18. Intraedge and Truyo
22 infringe each and every portion of the method described.
23

24 74. Specifically, they practice a method of providing an auditable record showing
25 transaction compliance with data regulations and said method comprises collecting a data
26 input stream with a data collection terminal, selecting in-scope data in the data input stream
27 that corresponds to pre-identified data fields by identifying compliance markup language tags
28

1 embedded in the data input stream, wherein the pre-identified data fields are determined by
2 data compliance regulations, and wherein the in-scope data are selected by an API.
3 Furthermore, they utilize an automated compliance network appliance comprising a network
4 interface connection having a processor, memory and local storage, thereby generating
5 pseudonymized data of the in-scope data which applies a compliance markup language parser
6 to the in-scope selected data. They further transmit the pseudonymized data of the in-scope
7 data in batches to blockchain miners and transmit the data input stream into a data lake as raw,
8 unstructured and unaltered data, while simultaneously receiving verified blockchain blocks
9 from the blockchain miners. They also store the verified blockchain blocks in a blockchain
10 derived immutable audit ledger, wherein the blockchain derived immutable audit ledger
11 certifies that the data stored in the data lake is correct and unaltered. In most applications,
12 they host a portal for accessing data stored in the data lake and a portal for accessing data
13 stored in the immutable audit ledger.
14
15
16

17
18 75. Intraedge directly infringed each and every element of the subject patents, engaging in
19 all of the acts of infringement described above and many others, while marketing the platform as
20 Intraedge's own "GDPREdge," before Truyo even existed and also after Truyo existed, but before
21 Truyo was actively functioning as the platform proprietor.
22

23 76. Intraedge is also directly infringing now, in that Truyo is an alter ego of Intraedge and
24 is directly infringing, as described above. As set forth above, Intraedge and Truyo know that the
25 platform infringes the subject patents and intend for it to do so.
26

27 77. Truyo is directly infringing now, engaging in all of the acts of infringement described
28 above and many others.

1 78. Furthermore, Intraedge actively ordered, supervised, funded, approved and directed its
2 alter ego, Truyo, to infringe each and every element claimed in the subject patents, as described
3 above. Intraedge has therefore induced direct infringement. Intraedge also induced infringement
4 among its customers when it sold the “GDPREdge” platform.
5

6 79. Truyo actively induces its customers to infringe each and every element in the above
7 described patents, as set forth above.

8 **J. Willfulness**

9 80. Based on the facts stated in foregoing paragraphs 29-43 and 52-55, Defendants’
10 infringement of the subject patents is wholly willful and intentional and has been at all times
11 material hereto.
12

13 **CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **Infringement of the ‘062 Patent**

16 81. Plaintiff incorporates and realleges all prior paragraphs of this Complaint.
17

18 82. All Defendants have infringed and continue to infringe one or more claims of the ‘062
19 Patent, including but not limited to claims 1, 2, 9, 12 and 17, literally or under the doctrine of
20 equivalents, by making, using, selling and offering to sell infringing products and using infringing
21 methods. Intraedge has induced others to make, use, sell and offer to sell infringing products and
22 methods and Truyo has induced others to use infringing products and methods. Defendants’
23 marketing efforts, sales and business relationships all evidence its intent to induce third parties to
24 infringe one or more claims of the ‘062 Patent. Defendants have engaged and continue to engage
25 in acts with actual intent to cause acts which it knew would induce actual infringement by third
26 parties.
27
28

1 83. Defendants' actions as described herein constitute direct and induced infringement of
2 the '062 Patent in violation of 35 U.S.C. 271 (a) and (b).

3 84. Defendants' actions constitute infringement of the '062 Patent, literally and under the
4 doctrine of equivalents.

5
6 85. As a proximate result of Defendants' infringement of the '062 Patent, Plaintiff has been
7 damaged and Defendants have unfairly profited in amounts to be proven at trial.

8
9 86. Since no later than the date of the letter from prior counsel and the meeting between
10 Hines and Clarke at Clarke's home, Defendants have acted despite an objectively high likelihood
11 that their actions constituted infringement of the '062 Patent. Defendants' infringement has
12 therefore been and continues to be willful, entitling Plaintiff to recover treble damages and costs
13 pursuant to 35 U.S.C. 284.

14
15 87. The extent of and scienter associated with Defendants' willful infringement make this
16 an exceptional case, entitling Plaintiff to attorneys fees under 35 U.S.C. 285.

17
18 88. Defendants' direct and induced infringement of the '062 Patent have caused and will
19 continue to cause Plaintiff irreparable harm unless they are enjoined by this Court.

20 **SECOND CAUSE OF ACTION**

21 **Infringement of the '833 Patent**

22 89. Plaintiff incorporates and realleges all prior paragraphs of this Complaint.

23 90. All Defendants have infringed and continue to infringe one or more claims of the '833
24 Patent, including but not limited to claims 1, 2, 9, 11 and 18, literally or under the doctrine of
25 equivalents, by making, using, selling and offering to sell infringing products and using infringing
26 methods. Intraedge has induced others to make, use, sell and offer to sell infringing products and
27 methods. Intraedge has induced others to make, use, sell and offer to sell infringing products and
28 methods and Truyo has induced others to use infringing products and methods. Defendants'

1 marketing efforts, sales and business relationships all evidence its intent to induce third parties to
2 infringe one or more claims of the '833 Patent. Defendants have engaged and continue to engage
3 in acts with actual intent to cause acts which it knew would induce actual infringement by third
4 parties.

5
6 91. Defendants' actions as described herein constitute direct and induced infringement of
7 the '833 Patent in violation of 35 U.S.C. 271 (a) and (b).

8
9 92. Defendants' actions constitute infringement of the '833 Patent, literally and under the
10 doctrine of equivalents.

11 93. As a proximate result of Defendants' infringement of the '833 Patent, Plaintiff has been
12 damaged and Defendants have unfairly profited in amounts to be proven at trial.

13 94. Since no later than the date of the letter from prior counsel and the meeting between
14 Hines and Clarke at Clarke's home, Defendants have acted despite an objectively high likelihood
15 that their actions constituted infringement of the '833 Patent. Defendants' infringement has
16 therefore been and continues to be willful, entitling Plaintiff to recover treble damages and costs
17 pursuant to 35 U.S.C. 284.

18
19 95. The extent of and scienter associated with Defendants' willful infringement make this
20 an exceptional case, entitling Plaintiff to attorneys fees under 35 U.S.C. 285.

21
22 96. Defendants' direct and induced infringement of the '833 Patent have caused and will
23 continue to cause Plaintiff irreparable harm unless they are enjoined by this Court.

24
25 **THIRD CAUSE OF ACTION**

26 **Aiding and Abetting**

27 97. Plaintiff incorporates and realleges all prior paragraphs of this Complaint.

28 98. Truyo engaged in conduct for which they are liable to Plaintiff, as set forth herein.

1 99. Intraedge was aware Truyo was engaging in said conduct.

2 100. Intraedge provided substantial assistance and encouragement to Truyo with the intent
3 of promoting said conduct.

4 101. Intraedge engaged in conduct for which they are liable to Plaintiff, as set forth herein.

5 102. Truyo was aware Intraedge was engaging in said conduct.

6 103. Truyo provided substantial assistance and encouragement to Intraedge with the intent
7 of promoting said conduct.
8

9 104. The actions of both Intraedge and Truyo proximately caused damages to Plaintiff.
10

11 **FOURTH CAUSE OF ACTION**

12 **Promissory Estoppel (Intraedge Only)**

13 105. Plaintiff incorporates and realleges all prior paragraphs of this Complaint.

14 106. On September 18, 2017, Intraedge promised to: 1) “take proper care” to protect
15 Plaintiff’s interest in its technology; 2) “only use the IP pursuant to the knowledge of
16 TDPS...without any exceptions”; 3) agree that any improvements to the intellectual property
17 developed by Intraedge during the commercialization process would be the sole property of
18 Plaintiff; and 4) never produce any product that potentially replicated or “competed” with
19 Plaintiff’s technology.
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21

22 107. It was reasonably foreseeable that Plaintiff would rely on said promises and Plaintiff
23 did so rely, making a massive effort to help Intraedge commercialize the technology.

24 108. Plaintiff justifiably relied on the promises; he had no factual reason to believe that
25 Intraedge had previously violated similar promises or that they would steal his technology.
26

27 109. Plaintiff incurred loss and suffered detriment. On information and belief, Defendants’
28 total sales of Plaintiff’s technology now exceed \$30,000,000 and Plaintiff has received no portion

1 of said revenues. Defendants have made it clear in writing they intend to continue selling
2 Plaintiff's technology in much higher volumes and paying Plaintiff nothing.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for the following relief against Defendants.

- 5
- 6 A. A judgment that Truyo has engaged in direct infringement of one or more claims of one
7 or more subject patents under 35 U.S.C. 271(a);
- 8 B. A judgment that Intraedge has engaged in direct infringement of one or more claims of
9 one or more subject patents under 35 U.S.C. 271(a);
- 10
- 11 C. A judgment that Intraedge has induced others to infringe one or more claims of one or
12 more subject patents under 35 U.S.C. 271(b);
- 13 D. A judgment that Truyo has induced others to infringe one or more claims of one or more
14 subject patents under 35 U.S.C. 271(b);
- 15
- 16 E. A judgment and order, pursuant to 35 U.S.C. 283 and all other applicable law,
17 permanently enjoining Defendants and their officers, directors, agents, servants,
18 employees, affiliates, attorneys, and all others acting in privity or concert with them and
19 their parent corporations, subsidiaries, divisions, successors, and assigns, from further
20 acts of infringement, including but not limited to any further sales of infringing material.
- 21
- 22 F. A judgment awarding Plaintiff all recoverable damages adequate to compensate for
23 Defendants' infringement, including all prejudgment and post judgment interest at the
24 maximum rate permitted by law.
- 25
- 26 G. All costs pursuant to 35 U.S.C. 284.
- 27 H. Treble damages for willful infringement, together with prejudgment interest, pursuant to
28 35 U.S.C. 284.

- 1 I. A judgment finding that this case is exceptional and awarding Plaintiff attorneys fees
- 2 under 35 U.S.C. 285.
- 3 J. Compensatory damages pursuant to the state law claims.
- 4 K. All other relief the Court sees fit to grant.

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6 **DEMAND FOR JURY TRIAL**

7 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff requests a trial by jury of all
8 issues properly triable to a jury.

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1 SIGNED THIS 6th DAY OF JANUARY, 2022

2 By: *B. Lance Entrekin*
3 B. Lance Entrekin, Esq.
4 The Entrekin Law Firm
5 3101 North Central Avenue, #740
6 Phoenix, Arizona 85012

7 **CERTIFICATE OF FILING**

8 I hereby certify that on January 6th, 2022, I electronically transmitted the foregoing
9 document to the Clerk's Office using the ECF System for filing.

10 By: *B. Lance Entrekin*
11 B. Lance Entrekin, Esq.
12 The Entrekin Law Firm
13 3101 North Central Avenue, #740
14 Phoenix, Arizona 85012

15 **VERIFICATION OF PLAINTIFFS**

16 Plaintiff TD Professional Services, by and through its President and Owner Scott Hines,
17 hereby declares under penalty of perjury that it has reviewed the foregoing Complaint and the
18 factual allegations contained therein are true and correct to the best of its knowledge, memory,
19 information and belief and to those matters stated on information and belief, it believes them to be
20 true.

21 EXECUTED on January 6th, 2022.

22 TD PROFESSIONAL SERVICES

23 By: *Scott Hines*
24
25 Scott Hines, Its: President and Owner
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