

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

Integrated Advertising Labs, LLC,

Plaintiff,

v.

Revcontent, LLC,

Defendant.

Case No. 8:22-cv-00487

JURY TRIAL DEMANDED

**PLAINTIFF’S ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Integrated Advertising Labs, LLC (“IAL” or “Plaintiff”) files this Original Complaint against Defendant Revcontent, LLC (“Revcontent” or “Defendant”) for infringement of U.S. Patent No. 9,286,622 (the “’622 patent”), U.S. Patent No. 9,652,781 (the “’781 patent”), and U.S. Patent No. 10,147,121 (the “’121 patent”) (collectively, the “Asserted Patents”).

**THE PARTIES**

1. IAL is a Texas limited liability company with its principal place of business in Plano, Texas. IAL is wholly owned by Nativo, Inc. (“Nativo”), which is a California corporation with its principal place of business in El Segundo, California.

2. On information and belief, Revcontent is a Florida limited liability company with its principal place of business at 1680 Fruitville Road, Suite 301, Sarasota, Florida 34236. Revcontent may be served with process via its registered agent, James Epstein, located at 1515 Fruitville Road, Sarasota, Florida 34236.

### **JURISDICTION AND VENUE**

3. This action arises under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, amongst others.

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. On information and belief, the Court has personal jurisdiction over Revcontent because Revcontent has conducted, and does conduct, business within the State of Florida. Revcontent has purposefully and voluntarily availed itself of the privilege of conducting business within the State of Florida and in the Middle District of Florida by residing within Florida and this District, performing at least part of its infringing activities within this District, regularly doing or soliciting business in this District, engaging in other persistent conduct in this District, and deriving substantial revenue and benefit from goods sold and services provided to Florida residents.

6. Venue is proper in this District under 28 U.S.C. § 1400(b). On information and belief, Revcontent has (i) committed acts of patent infringement in

the District and/or has induced acts of patent infringement by others in this District, and (ii) maintains a regular and established place of business within the District, which is located in Sarasota.

### **FACTUAL BACKGROUND**

#### **Nativo and IAL**

7. IAL was organized by Nativo to license and monetize the Asserted Patents, which relate to foundational native advertising technologies that were invented and continue to be developed and commercialized at Nativo. The inventor of the Asserted Patents is Nativo's CEO, Justin Choi.

8. Mr. Choi founded Nativo, originally named Post-Release, in 2012 in order to solve certain problems associated with enabling brands to reach consumers online, all the while placing branded advertisements within the content experience of websites in such a way that the advertisements would not compete with core website content for the consumer's attention.

9. Websites have varying systems for managing content and varying layouts and designs. Before Nativo's inventions, it was a particular challenge to assimilate advertisements to the look and feel of a website's content in an automated fashion. Advertisers attempted to do this manually, resulting in inelegant or disruptive ad placement as webpage content was changed or supplemented. Moreover, advertisers could neither target particular consumers nor readily make

their advertisements appear across multiple websites simultaneously (among other challenges and issues).

10. Mr. Choi solved those challenges with the inventions of the Asserted Patents and embodying technologies that Nativo developed. To this day, Nativo continues to provide native advertising services through its Nativo Ad Platform, and thousands of websites and web applications use Nativo's technology to power their native advertising efforts.

11. Nativo was once the only provider of automated native advertising; however, as is typical, other companies such as Revcontent began to replicate Nativo's technology and infringe the Asserted Patents, making no effort to acquire the right to practice via license. This widespread patent infringement is substantially damaging to Nativo's business.

### **The Asserted Patents**

12. The '622 patent is entitled "Press Release Distribution System." It lawfully issued on March 15, 2016 from Application No. 13/871,794, which was filed on April 26, 2013. The '622 patent is a continuation of Application No. 11/772,014 filed on June 29, 2007, which issued on May 9, 2017 as the '324 patent. The '622 patent claims priority to Provisional Application No. 60/817,771 filed on June 29, 2006. Justin Choi is the inventor of the inventions claimed in the '622 patent.

13. The '781 patent is entitled "Press Release Distribution System." It lawfully issued on May 16, 2017 from Application No. 15/069,908, which was filed on March 14, 2016. The '781 patent is a continuation of Application No. 13/871,794 filed on April 26, 2013, which issued on March 15, 2016 as the '622 patent. The '781 patent claims priority to Provisional Application No. 60/817,771 filed on June 29, 2006. Justin Choi is the inventor of the inventions claimed in the '781 patent.

14. The '121 patent is entitled "Press Release Distribution System." It lawfully issued on December 4, 2018 from Application No. 15/476/876, which was filed on March 31, 2017. The '121 patent is a continuation of Application No. 11/772,014 filed on June 29, 2017, which issued on May 9, 2017 as the '324 patent. The '121 patent claims priority to Provisional Application No. 60/817,771 filed on June 29, 2006. Justin Choi is the inventor of the inventions claimed in the '121 patent.

15. The inventions claimed in the Asserted Patents relate generally to new and novel approaches to placing sponsored content among non-sponsored content on websites in a manner that improves upon conventional forms of advertisements such as banner advertisements.

16. The claims of the Asserted Patents are directed to patent eligible subject matter under 35 U.S.C. § 101. They are not directed to an abstract idea, and the technologies covered by the claims consist of ordered combinations of features and

functions that, at the time of the invention, were not, alone or in combination, well-understood, routine, or conventional.

17. Indeed, the specifications of the Asserted Patents disclose shortcomings in the prior art and then explain, in detail, the technical way the claimed inventions resolve or overcome those shortcomings. For example, the '622 patent<sup>1</sup> explains that there were numerous problems challenging advertisers attempting to advertise effectively across the Internet. One such “problem is that one needs to work through many different sites to reach the market.” '622 patent at 1:35-37. Another problem is that it was “very difficult and time consuming to select” websites upon which to run advertisements, among the large number of potential websites. *Id.* at 1:46-49. “Further, it is even more difficult to measure the effectiveness of the advertisements placed on any particular [] site.” *Id.* at 51-52. The specification also notes that existing online advertising programs did not provide adequate “information on ad effectiveness,” and that it was “very difficult to quantitatively assess which site is truly better than another site” for an advertiser. *Id.* at 1:65-2:6. Further still, the specification explains that to “complicate the matter, the existing banner images may not be ideal for all of the sites that the advertisements are to be placed on. In this

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<sup>1</sup> The Asserted Patents are all related and share a common specification; thus, the citations to the '622 patent specification apply equally to all Asserted Patents.

case, separate ads should be crafted for certain specific sites, which makes tracking even more complicated.” *Id.* at 2:12-16.

18. To solve these problems, the ’622 patent discloses, among other things:

In an exemplary embodiment according to the present invention, a press release distribution system includes a distributor module adapted to receive a press release, and to distribute the press release to one or more forum sites over a network according to relatedness between the press release and the one or more forum sites; at least one input handler module adapted to receive the press release from one or more advertisers, and to provide the press release to the distributor module; and at least one press release poster module adapted to run at respective said one or more forum sites, to receive the press release over the network, and to post the press release as a message at the respective said one or more forum sites.

’622 patent at 3:3-15.

19. Such a solution is embodied, for example, in claim 13 of the ’622 patent:

13. A method of electronically delivering advertisements as sponsored news content to a plurality of web sites that each includes non-sponsored content, the method comprising:

electronically receiving the sponsored news content by a server computer from one or more advertisers over a communications network;

electronically distributing the sponsored news content by the server computer to a related one or more of the web sites over the communications network;

electronically receiving the sponsored news content by the one or more web sites from the server computer over the communications network;

electronically posting the sponsored news content among the non-sponsored content at each of the related one or more of the web sites;

electronically tracking one or more of impressions, clicks, click-through rate, or user actions with respect to the sponsored news content at the related one or more of the web sites;

electronically monitoring user data or user activity at the related one or more of the web sites; and

delivering a specific sponsored news content to a particular user utilizing a particular one of the monitored user data or user activity, wherein revenue generated from the delivery of the specific sponsored news content is shared with the related one or more of the web sites,

wherein the sponsored news content is not a banner advertisement,

wherein when the sponsored news content is displayed, it is displayed separately from any banner advertisement and contiguously together with at least some of the non-sponsored content appearing on the page to scroll together with the at least some of the non-sponsored content such that the sponsored news content is in a fixed, position relative to at least some of the contiguously displayed non-sponsored content,



wherein a time period during which the sponsored news content is posted at the related one or more of the web sites is limited, wherein a frequency at which the sponsored news content is displayed for each user is limited, and

wherein a plurality of features of the sponsored news content are substantially the same as a corresponding plurality of features of the contiguous non-sponsored news content, and at least one feature of the sponsored news content differs from or is in addition to the corresponding feature of the non-sponsored news content in order to distinguish the sponsored news content from the non-sponsored news content.

*Id.* at 15:55-16:36.

20. At a minimum, the claims of the Asserted Patents are directed to solutions to specific issues with computer functionality and address improvements to computer functionality through claims that teach specifically how to achieve the desired result. Indeed, the claims of the '622 patent were issued over initial rejections based upon 35 U.S.C. § 101. As the applicant there explained, the examiner initially failed to “take into account that [the claims], among other things, improve upon limitations of the internet itself. For example, the claims provide a system and method that places sponsored content among non-sponsored content on a website a manner that improves upon conventional forms of advertisements such as banner advertisements. Such improvements upon the Internet itself are not abstract ideas.” *See Exhibit A, Response to Office Action on March 12, 2015 at p. 8.* The applicant

further explained that the claims “include a number of substantial, meaningful and concrete limitations that tie the claims down and remove them from essentially affecting a monopoly on the allegedly abstract idea of merely delivering advertisements.” *Id.*

21. One such limitation from claim 13 of the '622 patent is “delivering a specific sponsored news content to a particular user utilizing a particular one of the monitored user data or user activity, wherein revenue generated from the delivery of the specific sponsored news content is shared with the related one or more of the web sites,” and another is “wherein when the sponsored news content is displayed, it is displayed separately from any banner advertisement and contiguously together with at least some of the non-sponsored content appearing on the page to scroll together with the at least some of the non-sponsored content such that the sponsored news content is in a fixed position relative to at least some of the contiguously displayed non-sponsored content.” Still another example in dependent claim 22 is “further comprising electronically posting the sponsored news content among the non-sponsored content at each of multiple related web sites, and electronically monitoring user data or user activity at each of the multiple web sites.” Each of the Asserted Patents have limitations such as these, as well as others that are substantial, meaningful, and concrete, and which tie the claims down and remove them from

essentially affecting a monopoly on the allegedly abstract idea of merely delivering advertisements.

22. The claims of the Asserted Patents are complex and do more than merely recite the performance of a known business practices on the Internet. Indeed, they are best understood as being necessarily rooted in computer technology in order to solve specific problems in the realm of computer networks.

**COUNT I**  
**(Infringement of U.S. Patent No. 9,286,622)**

23. IAL incorporates paragraphs 1 through 22 herein by reference.

24. This cause of action arises under the patent laws of the United States, and in particular, 35 U.S.C. §§ 271, *et seq.*

25. IAL is the owner of the '622 patent by assignment from Nativo, with all substantial rights to the '622 patent, including the exclusive right to enforce, sue, and recover damages for past infringement.

26. The '622 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

**DIRECT INFRINGEMENT (35 U.S.C. §271(a))**

27. Revcontent infringes literally, and/or under the Doctrine of Equivalents, one or more claims of the '622 patent in this judicial district and elsewhere in Florida and the United States.

28. Revcontent infringes at least claim 13 of the '622 patent by, among other things, performing the method of claim 13 via at least the provision of its content marketing, native advertising, and discovery platform (the "Revcontent Platform"). In addition and/or in the alternative, Revcontent directly infringes at least claim 13 of the '622 patent via the Revcontent Platform by performing certain steps of that method claim and controlling or directing the performance of the remaining steps of that method claim. Revcontent directs or controls the acts associated with using the Revcontent Platform by conditioning the participation in the Revcontent Platform, or receipt of benefit from using the Revcontent Platform, upon performance of one or more steps of the claimed method, and establishing the manner or timing of the performance of those one or more steps. For example, third parties such as online publishers, advertisers, and/or their users participate in the Revcontent Platform and obtain benefits of the Revcontent Platform (e.g., revenue) by performing the steps of at least claim 13. Using the code, advertisements, and/or features of the Revcontent Platform are conditions for participating in and obtaining the benefits of the Revcontent Platform. Revcontent also establishes the manner and timing of the performance of any steps by third parties such as online publishers, advertisers, and/or their users by providing things such as code and advertisements via the Revcontent Platform. Additionally, third parties such as online publishers, advertisers, and/or their users hope to obtain access to the benefits of the Revcontent

Platform and only do so if they perform the steps necessary to present the Revcontent Platform's advertisements under the terms prescribed by Revcontent.

29. Attached hereto as Exhibit B, and incorporated herein by reference, is a claim chart detailing how the Revcontent Platform infringes the '622 patent.<sup>2</sup>

30. Revcontent is liable for these infringements of the '622 patent pursuant to 35 U.S.C. § 271.

31. IAL has been damaged as a result of Revcontent's infringing conduct described in this Count. Revcontent is, thus, liable to IAL in an amount that adequately compensates IAL for Revcontent's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

32. IAL and its predecessor in interest, Nativo, have complied with the requirements of 35 U.S.C. § 287, and IAL is entitled to collect pre- and post-filing damages for Revcontent's infringements of the '622 patent.

**COUNT II**  
**(Infringement of U.S. Patent No. 9,652,781)**

33. IAL incorporates paragraphs 1 through 22 herein by reference.

34. This cause of action arises under the patent laws of the United States, and in particular, 35 U.S.C. §§ 271, *et seq.*

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<sup>2</sup> The chart attached as Exhibit B is illustrative and provided for purposes of satisfying Plaintiff's pleading obligations and should not be construed as limiting.

35. IAL is the owner of the '781 patent by assignment from Nativo with all substantial rights to the '781 patent including the exclusive right to enforce, sue, and recover damages for past infringement.

36. The '781 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

**DIRECT INFRINGEMENT (35 U.S.C. §271(a))**

37. Revcontent infringes literally, and/or under the Doctrine of Equivalents, one or more claims of the '781 patent in this judicial district and elsewhere in Florida and the United States.

38. Revcontent infringes at least claim 8 of the '781 patent by, among other things, performing the method of claim 8 via at least the provision of the Revcontent Platform. In addition and/or in the alternative, Revcontent directly infringes at least claim 8 of the '781 patent via the Revcontent Platform by performing certain steps of that method claim and controlling or directing the performance of the remaining steps of that method claim. Revcontent directs or controls the acts associates with using the Revcontent Platform by conditioning the participation in the Revcontent Platform, or receipt of benefit from using the Revcontent Platform, upon performance of one or more steps of the claimed method, and establishing the manner or timing of the performance of those one or more steps. For example, third parties such as online publishers, advertisers, and/or their users participate in the

Revcontent Platform and obtain benefits of the Revcontent Platform (e.g., revenue) by performing the steps of at least claim 8. Using the code, advertisements, and/or features of the Revcontent Platform are conditions for participating in and obtaining the benefits of the Revcontent Platform. Revcontent also establishes the manner and timing of the performance of any steps by third parties such as online publishers, advertisers, and/or their users by providing things such as code and advertisements via the Revcontent Platform. Additionally, third parties such as online publishers, advertisers, and/or their users hope to obtain access to the benefits of the Revcontent Platform and only do so if they perform the steps necessary to present the Revcontent Platform's advertisements under the terms prescribed by Revcontent.

39. Attached hereto as Exhibit C, and incorporated herein by reference, is a claim chart detailing how the Revcontent Platform infringes the '781 patent.<sup>3</sup>

40. Revcontent is liable for these infringements of the '781 patent pursuant to 35 U.S.C. § 271.

41. IAL has been damaged as a result of Revcontent's infringing conduct described in this Count. Revcontent is, thus, liable to IAL in an amount that adequately compensates IAL for Revcontent's infringements, which, by law, cannot

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<sup>3</sup> The chart attached as Exhibit C is illustrative and provided for purposes of satisfying Plaintiff's pleading obligations and should not be construed as limiting.

be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

42. IAL and its predecessor in interest, Nativo, have complied with the requirements of 35 U.S.C. § 287, and IAL is entitled to collect pre- and post-filing damages for Revcontent's infringements of the '781 patent.

**COUNT III**  
**(Infringement of U.S. Patent No. 10,147,121)**

43. IAL incorporates paragraphs 1 through 22 herein by reference.

44. This cause of action arises under the patent laws of the United States, and in particular, 35 U.S.C. §§ 271, *et seq.*

45. IAL is the owner of the '121 patent by assignment from Nativo with all substantial rights to the '121 patent including the exclusive right to enforce, sue, and recover damages for past infringement.

46. The '121 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

**DIRECT INFRINGEMENT (35 U.S.C. §271(a))**

47. Revcontent infringes literally, and/or under the Doctrine of Equivalents, one or more claims of the '121 patent in this judicial district and elsewhere in Florida and the United States.

48. Revcontent infringes at least claim 1 of the '121 patent by, among other things, performing the method of claim 1 via at least the provision of its content



marketing, native advertising, and discovery platform (the “Revcontent Platform”). In addition and/or in the alternative, Revcontent directly infringes at least claim 1 of the ’121 patent via the Revcontent Platform by performing certain steps of that method claim and controlling or directing the performance of the remaining steps of that method claim. Revcontent directs or controls acts associated with using the Revcontent Platform by conditioning the participation in the Revcontent Platform, or receipt of benefit from using the Revcontent Platform, upon performance of one or more steps of the claimed method, and establishing the manner or timing of the performance of those one or more steps. For example, third parties such as online publishers, advertisers, and/or their users participate in the Revcontent Platform and obtain benefits of the Revcontent Platform (e.g., revenue) by performing the steps of at least claim 1. Using the code, advertisements, and/or features of the Revcontent Platform are conditions for participating in and obtaining the benefits of the Revcontent Platform. Revcontent also establishes the manner and timing of the performance of any steps by third parties such as online publishers, advertisers, and/or their users by providing things such as code and advertisements via the Revcontent Platform. Additionally, third parties such as online publishers, advertisers, and/or their users hope to obtain access to the benefits of the Revcontent Platform and only do so if they perform the steps necessary to present the Revcontent Platform’s advertisements under the terms prescribed by Revcontent.

49. Attached hereto as Exhibit D, and incorporated herein by reference, is a claim chart detailing how the Revcontent Platform infringes the '121 patent.<sup>4</sup>

50. Revcontent is liable for these infringements of the '121 patent pursuant to 35 U.S.C. § 271.

51. IAL has been damaged as a result of Revcontent's infringing conduct described in this Count. Revcontent is, thus, liable to IAL in an amount that adequately compensates IAL for Revcontent's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

52. IAL and its predecessor in interest, Nativo, have complied with the requirements of 35 U.S.C. § 287, and IAL is entitled to collect pre- and post-filing damages for Revcontent's infringements of the '121 patent.

### **CONCLUSION**

53. IAL is entitled to recover from Revcontent the damages sustained by IAL as a result of the Revcontent's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court.

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<sup>4</sup> The chart attached as Exhibit D is illustrative and provided for purposes of satisfying Plaintiff's pleading obligations and should not be construed as limiting.

54. IAL has incurred and will incur attorneys' fees, costs, and expenses in the prosecution of this action. The circumstances of this dispute may give rise to an exceptional case within the meaning of 35 U.S.C. § 285, and IAL is entitled to recover its reasonable and necessary attorneys' fees, costs, and expenses.

### **JURY DEMAND**

IAL requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

### **PRAYER FOR RELIEF**

IAL asks that the Court find in its favor and against Revcontent and that the Court grant IAL the following relief:

- a. Judgment that one or more claims of the Asserted Patents have been infringed, either literally and/or under the doctrine of equivalents, by Revcontent;
- b. Judgment that Revcontent account for and pay to IAL all damages and costs incurred by Revcontent because of Revcontent's infringing activities and other conduct complained of herein, including an accounting for any sales or damages not presented at trial;
- c. Judgment that Revcontent account for and pay to IAL a reasonable, ongoing, post judgment royalty because of Revcontent's infringing activities, including continuing infringing activities, and other conduct complained of herein;
- d. That IAL be granted pre-judgment and post judgment interest on the damages caused by Revcontent's infringing activities and other conduct complained of herein;
- e. Find this case exceptional under the provisions of 35 U.S.C. § 285 and award enhanced damages; and

- f. That IAL be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: March 1, 2022

Respectfully submitted,

By: /s/ Paul M. Sisco

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