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8 **UNITED STATES DISTRICT COURT**
 9 **NORTHERN DISTRICT OF CALIFORNIA**

10 Forte Labs, Inc.,

11 Plaintiff,

12 v.

13 Pocketful of Quarters, Inc.,

14 Defendant.
15

Case No:

**COMPLAINT FOR DECLARATORY
JUDGMENT**

DEMAND FOR JURY TRIAL

16
 17 Plaintiff Forte Labs, Inc. (“Plaintiff” or “Forte”), by and through its attorneys, for its
 18 Complaint for Declaratory Judgment against Defendant Pocketful of Quarters, Inc. (“Defendant”
 19 or “PoQ”) and demanding a trial by jury, hereby alleges as follows:

20 **NATURE OF THE ACTION**

21 1. Forte brings this action for declaratory judgment that Forte’s Blockchain Gaming
 22 Systems (as defined below) do not infringe PoQ’s U.S. Patent No. 11,189,131 (the “’131
 23 Patent”) for at least the reason that the ’131 Patent is invalid, and that in addition to being
 24 invalid, the ’131 Patent is rendered unenforceable by PoQ’s inequitable conduct during
 25 prosecution at the U.S. Patent and Trademark Office (the “Patent Office”).

26 2. On August 30, 2022, Forte filed in the United States Patent and Trademark Office
 27 a Petition for Post-Grant Review under case number PGR2022-00058 seeking to invalidate the
 28 ’131 Patent.

1 **THE PARTIES**

2 3. Forte is a corporation organized and existing under the laws of the state of
3 Delaware, with a principal place of business at 611 Gateway Boulevard, Suite 120, South San
4 Francisco, CA 94080, that owns and develops blockchain gaming platforms and related
5 technology throughout the United States, including within the Northern District of California.
6 Forte has been in the business of blockchain gaming since at least 2018, when it was a part of
7 Starcard, Inc. Forte works with game developers, content owners/providers, partner companies
8 and clients on blockchain gaming system development (“Forte’s Blockchain Gaming Systems”)
9 within the Northern District of California.

10 4. PoQ is allegedly incorporated in Delaware, with a business address of 10
11 Owenoke Way, Riverside, CT 06878, and mailing address of 4023 Kennett Pike #50233,
12 Willington, DE 19807, with its headquarters at 38000 Centre Park Drive, Austin, TX, 78754.

13 **JURISDICTION AND VENUE**

14 5. This is a civil action regarding allegations of patent infringement arising under the
15 patent laws of the United States, Title 35 of the United States Code, in which Forte seeks
16 declaratory relief under the Declaratory Judgment Act.

17 6. This Court has jurisdiction over these claims pursuant to 28 U.S.C. § 1338,
18 because the Complaint states claims arising under an Act of Congress relating to patents, 35
19 U.S.C. §271.

20 7. This Complaint also arises under the Federal Declaratory Judgment Act, 28
21 U.S.C. §§ 2201 et seq. based on PoQ’s accusations against Forte of patent infringement, and
22 thereby giving rise to an actual case or controversy under 28 U.S.C. §§ 2201 and 2202. In
23 particular, there is an active, substantial case or controversy between Forte and PoQ having
24 adverse legal interests regarding whether Forte infringes any valid claims of the ’131 Patent,
25 whether such patent is valid, and whether such patent is enforceable which is of sufficient
26 immediacy and reality to warrant the issuance of a declaratory judgment.

1 stream. PoQ's Chief Operating Officer statements indicate the PoQ's intention to enforce its
2 patents.

3 16. At this same conference, PoQ characterized the '131 Patent as granting it an
4 exclusive ability to comply with SEC regulations in the blockchain gaming space.

5 17. At least as a result of PoQ's Statements, Forte is under reasonable apprehension
6 of action for patent infringement by PoQ. The parties have real adverse legal interests. Forte
7 seeks to continue to exploit non-infringing activity, *i.e.*, Forte's Blockchain Gaming Systems, and
8 PoQ has stated its belief that Forte's Blockchain Gaming Systems infringe its patent. This legal
9 dispute is immediate. Forte is presently engaged with game developers, content
10 owners/providers, partner companies and clients in developing blockchain gaming systems
11 accused on infringement. Indeed, Forte is also under a reasonable apprehension that PoQ's
12 statements will have an immediate chilling effect on its business and its customers, in addition to
13 the community as a whole.

14 18. This action is necessary to resolve a real and immediate controversy. This
15 conference was attended by peers and actual and prospective customers of Forte. One of these
16 attendees alerted Forte to the PoQ Statements. The PoQ Statements have been memorialized in
17 an online video archive, available for download across the world, and in this District.

18 19. Forte seeks a declaration that the claims of the '131 Patent are not infringed for at
19 least the reason of invalidity, that the claims are all invalid under 35 U.S.C. §§ 101, 102, 103,
20 and 112, and that the '131 Patent is unenforceable for inequitable conduct.

21 **CLAIMS 1-20 ARE INVALID UNDER 35 U.S.C. § 101**

22 20. The Supreme Court has set out a two-step framework for determining patent
23 eligibility under 35 U.S.C. § 101. *See Alice Corp. Pty. Ltd. v. CLS Bank Int'l*, 573 U.S. 208, 217
24 (2014); *Mayo Collaborative Servs. v. Prometheus Labs., Inc.*, 566 U.S. 66, 78-79 (2012). Step
25 One evaluates whether the claims are directed to a "patent ineligible concept," such as an
26 abstract idea. *See Alice Corp. Pty. Ltd. v. CLS Bank Int'l*, 573 U.S. 208, 217 (2014). If so, Step
27 Two "consider[s] the elements of each claim both individually and 'as an ordered combination'
28 to determine whether the additional elements 'transform the nature of the claim' into a patent-

1 eligible application.” *Id.* (quoting *Mayo* at 78–79 (2012)). *See Mayo Collaborative Servs. v.*
2 *Prometheus Labs., Inc.*, 566 U.S. 66, 78-79 (2012).

3 21. All claims of the ’131 Patent are directed to the use of blockchain tokens as
4 payment for gaming transactions. *See, e.g.*, Exhibit A Claim 1 (“system for providing tokens for
5 transactions in a plurality of games through a blockchain”; “token exchanges for use in
6 gameplay,” “game user computational device directs transactions of the tokens,” “transactions ...
7 performed through ... blockchain,” “computational device ... associated with a game account ...
8 for transactions of said tokens”); Claim 16 (“system for providing tokens for transactions in a
9 game through a blockchain, ” “game server for operating the game, including for determining
10 tokens credited and/or consumed,” “operating a game account,” “wallet for storing ...tokens,”
11 “wallet associated with ... game account,” “transactions of ... tokens during gameplay according
12 to tokens stored in said wallet,” “transactions ... performed through ... blockchain”); Claim 18
13 (“system for providing tokens for transactions in a game through a blockchain,” “blockchain
14 interface for supporting transactions through the blockchain with the tokens,” “game server for
15 operating the game, including for determining tokens credited and/or consumed,” transactions of
16 ... tokens during gameplay according to tokens stored in a wallet”).

17 22. The specification confirms the abstract nature of the alleged invention. The patent
18 is entitled “System and Method for Blockchain Tokens for Gaming,” and the “Background of the
19 Invention,” admits that: [1] “Blockchain technology may be applied in a variety of situations, for
20 example to ensure transparency and traceability of transactions,” and “that [m]any
21 cryptocurrency transactions are trackable according to a user identifier, such as a wallet
22 identifier.” Exhibit A, 1:14-17; [2] Many prior art gaming systems centrally “control[led] ... the
23 ability of stakeholders to conduct transactions,” imposing “restrictions [that] can lead to
24 significant frustration.” *Id.*, 1:20-25; [3] “However, when such restrictions are removed, such
25 that in-game money or tokens is exchangeable for real world fiat money, money laundering and
26 other undesirable effects may result.” *Id.*, 1:27-30.

27 23. The alleged invention is to use blockchain tokens as the currency of gaming
28 transactions:

1 The present invention overcomes these drawbacks of the background art by providing a
2 system and method for in-game tokens or virtual currencies which may be used for a
3 variety of transactions, including within a plurality of games, yet for which transactions
4 may be sufficiently controlled to avoid adverse real world effects. The system and
method provide blockchain tokens for gaming, in which transactions related to such
blockchain transactions are both controlled and flexible. *Id.* 1:40-49.

5 24. Because the '131 Patent is directed to an abstract idea—in fact multiple abstract
6 ideas—it is not patent eligible under Step One of *Alice*. Exhibit A at ¶¶61-99.

7 25. At a minimum, all claims of the '131 Patent are directed to the patent-ineligible,
8 abstract “fundamental economic practice” of using blockchain tokens as payment for gaming
9 transactions. *See Inventor Holdings, LLC v. Bed Bath Beyond*, 876 F.3d 1372, 1378-79 (Fed. Cir.
10 2017) (holding “processing of payments” to be manifestly directed to an abstract idea”). The
11 claims further implicate the abstract idea of game mechanics that the server or client computers
12 perform in managing the game and associated tokens. The Federal Circuit has been clear:
13 “methods of managing a game” are patent-ineligible abstract concepts. *See, e.g., Planet Bingo,*
14 *LLC v. VKGS LLC*, 576 F. App'x 1005, 1007-08 (Fed. Cir. 2014); *In re Smith*, 815 F.3d 816
15 (Fed. Cir. 2016) at 819; *In re Marco Guldenaar Holding B.V.*, 911 F.3d 1157 (Fed. Cir. 2018)
16 Like *Smith* and *Guldenaar*, the '131 patent broadly recites rules governing token transactions for
17 game play, which provide no technical advance, but merely a way of managing token
18 transactions for games.

19 26. In addition, all claims of the '131 Patent further implicate the abstract idea of
20 game mechanics that the server or client computers perform in managing the game and
21 associated tokens. The Federal Circuit has been clear: “methods of managing a game” are patent-
22 ineligible abstract concepts. *See, e.g., Planet Bingo, LLC v. VKGS LLC*, 576 F. App'x 1005,
23 1007-08 (Fed. Cir. 2014); *In re Smith*, 815 F.3d 816 (Fed. Cir. 2016) at 819; *In re Marco*
24 *Guldenaar Holding B.V.*, 911 F.3d 1157 (Fed. Cir. 2018). Like *Smith* and *Guldenaar*, the '131
25 patent broadly recites rules governing token transactions for game play, which provide no
26 technical advance, but merely a way of managing token transactions for games.

27 27. The further recitation in Claim 1, and claims depending therefrom, that “tokens
28 are not exchangeable between said plurality of game accounts” compounds the abstraction with

1 yet another fundamental economic practice, namely structuring economic transactions to comply
2 with the law. The non-exchangeability concept does no more than to emulate in a computer
3 environment an exchange of real-world arcade tokens, in a manner not subject to regulation by
4 the SEC.

5 28. As PoQ urged in a successful request for an SEC No Action Letter, its proposed
6 system was exempt from regulation because it replicated, in a computer gaming environment, a
7 commercial and legal exchange of “consumptive” goods, rather than securities: “Like arcade
8 tokens that can be used on a variety of unrelated games but cannot be used outside the arcade,
9 gamers will be able to buy Quarters and use them across the range of Participating Games, but
10 they will not otherwise be able to transfer, redeem or resell them.” *See* Exhibit B at 5, 7. As the
11 patent states, this allegedly avoids undesired uses of currencies (securities), which could be used
12 for money laundering, gambling, and fraud, as well as SEC regulation. *See* Exhibit A at 8:18-19.

13 29. After securing the subject patent, Tim Tello, an inventor of the ’131 Patent
14 boasted of his newfound monopoly on regulatory compliance in the digital realm and alleged that
15 Forte infringed the patent.

16 30. Nothing in the patent saves the claims from patent-ineligibility under the second
17 step of the *Alice* inquiry. This step “consider[s] the elements of each claim both individually and
18 ‘as an ordered combination’ to determine whether the additional elements ‘transform the nature
19 of the claim’ into a patent-eligible application.” *See Alice*, 573 U.S. 208 at 217.

20 31. For claims solely implemented on a computer, the Federal Circuit has determined
21 that the relevant inquiry under *Alice* is whether the claims are “‘directed to an improvement in
22 the functioning of a computer’ [or whether they] ‘simply add [] conventional computer
23 components to well-known business practices.’” *See In re TLI Commc’ns LLC Patent Litig.*, 823
24 F.3d 607, 612 (Fed. Cir. 2016) (emphasis added); *see also Enfish LLC v. Microsoft Corp.*, 822
25 F.3d 1327, 1335 (Fed. Cir. 2016).

26 32. The mere automation of manual processes using generic computers does not
27 constitute a patentable improvement. *Elec. Power Grp., LLC v. Alstom S.A.*, 830 F.3d 1350, 1354
28 (Fed. Cir. 2016) (“[t]he focus of the claims is not on . . . an improvement in computers as tools,

1 but on certain independently abstract ideas that use computers as tools”); *In re TLI Commc ’ns*,
2 823 F.3d at 611 (claims can be directed to an abstract idea even when they “recite [] concrete,
3 tangible components.”) (citations omitted).

4 33. In the ’131 patent, the only additional elements are generic. *See* Claim 1 (“game
5 user computational device”, “server gateway”, “memory”, “processor”); Claim 16 (“game user
6 computational device”, “server gateway”, “game server”); Claim 18 (“game user computational
7 device”, “game server”). *See, e.g.*, Exhibit A at 21:26-55, 22:51-23:3, 23:9-24:13. These
8 elements do no more than merely include instructions to implement an abstract idea on a
9 computer, or merely use a computer as a tool to perform an abstract idea. *See* USPTO Revised
10 Patent Subject Matter Eligibility Guidance (January 7, 2019). They cannot transform the claim
11 into a patent-eligible practical application of the abstract idea.

12 34. As in *In re TLI Commc ’ns*, the ’131 claims do nothing to improve computer
13 functionality or resolve a “technological problem,” but “merely provide[d] a generic
14 environment” in which to carry out an abstract idea. *See In re TLI Commc ’ns*, 823 F.3d at 615
15 (claims relied on generic and conventional computing components that “behave[d] exactly as
16 expected according to their ordinary use.”). Critically, the components did not improve any
17 computer functionalities in which to carry out the abstract idea of classifying and storing digital
18 images in an organized manner. *Id.* at 611. The claims thus recited “abstract functional
19 descriptions devoid of technical explanation as to how to implement the invention.” *Id.* at 615.

20 35. The ’131 specification discloses that the claimed concept—providing tokens for
21 transactions in games through a blockchain—may be accomplished through existing
22 conventional technologies such as generic computers, computer networks, mobile
23 communication networks, and servers. *See, e.g.*, Exhibit A, FIGS 1A, 1B, 2A, and 2C, 5:35-9:50;

24 36. The claims merely recite blockchain at a very high level of generality and use it as
25 a tool to implement the abstract idea. *BSG Tech LLC v. BuySeasons, Inc.*, 899 F.3d 1281, 1288
26 (Fed. Cir. 2018) (“ensuring the use of trusted data by storing/retrieving data from a blockchain is
27 just a “benefit[] that flow[s] from performing an abstract idea in conjunction with a well-known
28 database structure.”). *See Id.*

1 37. Using the blockchain to perform record keeping for token transactions, such as
2 crediting, exchanging, directing token transactions using the most basic functions of a computer
3 and, thus, does not integrate the abstract idea into a practical application. *See Credit Acceptance*
4 *Corp. v. Westlake Servs.*, 859 F.3d 1044, 1055 (Fed. Cir. 2017) (stating that “mere automation of
5 manual processes using generic computers does not constitute a patentable improvement in
6 computer technology”).

7 38. Under *Alice Step Two*, the Claims of the ’131 Patent provide no inventive
8 concept. If a claim is directed to an abstract idea, the Court must “determine whether it contains
9 an ‘inventive concept’ sufficient to ‘transform’ the claimed abstract idea into a patent-eligible
10 application.” *Alice*, 573 U.S. at 221 (quoting *Mayo*, 566 U.S. at 72-73). Implementation on a
11 “generic” computer is not “inventive.” *Alice*, 573 U.S. at 221, 223 (“‘Simply appending
12 conventional steps, specified at a high level of generality,’ . . . was not ‘enough’ to supply
13 ‘inventive concept’ [T]he mere recitation of a generic computer cannot transform a patent-
14 ineligible abstract idea into a patent-eligible invention.” (quoting *Mayo*, 566 U.S. at 72-73, 77,
15 82)).

16 39. The claims of the ’131 patent recite only conventional and functional components
17 incidental to implementing the abstract idea of providing token transactions in games through a
18 blockchain. The ’131 Patent discloses a generic blockchain in the claims and the specification,
19 and makes no attempt to hide this fact. Its central advance of the abstract idea of providing
20 tokens is performed using only generic computer technology as the claims disclose no advances
21 in hardware, software or functional elements.

22 40. In Claim 1, for example, the hardware/software elements recited in the claim are a
23 “game user computational device” having a software “game user interface,” a “server gateway”
24 that operates a software “blockchain interface,” a “computational network,” and “plurality of
25 game user computational devices.” Claim 16 further recites a “game server” and a software
26 “wallet,” both generic. *See Ex parte Mandal*, paper 18 Appeal 2021-003432 Paper (11) (PTAB
27 Mar. 23, 2022) (precedential) (“The computer, cryptocurrency wallet, and device are
28 conventional components used to perform the abstract idea as tools. . . . [i]f a claim’s only

1 ‘inventive concept’ is the application of an abstract idea using conventional and well-understood
2 techniques, the claim has not been transformed into a patent-eligible application of an abstract
3 idea.” *citing BSG*, 899 F.3d at 1290–91. “It has been clear since *Alice* that a claimed invention’s
4 use of the ineligible concept to which it is directed cannot supply the inventive concept that
5 renders the invention ‘significantly more’ than that ineligible concept.” *Id.* at 1290; *see also*
6 *Alice*, 573 U.S. at 225 (“Using a computer to create and maintain ‘shadow’ accounts amounts to
7 electronic recordkeeping—one of the most basic functions of a computer.”).

8 41. In terms of functional elements, Claim 1 recites that the “game user
9 computational device comprises a memory,” wherein the memory stores a “first set of machine
10 codes...for receiving information from the user through said game user interface.” This is a
11 basic and fundamental function of a computer interface, which is to receive information from a
12 user. Claim 1 further recites that the “game user computational device comprises a memory,”
13 wherein the memory stores a “second set of machine codes...for transmitting such information to
14 said server gateway for token exchanges for use in gameplay.” This is a basic and fundamental
15 function of a computer processor, which is to transmit information to another computer. The
16 ’131 patent is devoid of further details, referring without elaboration only to the potential for “a
17 second set of machine codes selected from the native instruction set,” consistent with the
18 operation of conventional computer processors for transmitting data, well-known in the art.

19 42. Claim 1 further recites functional elements “game user computational device
20 directs transactions of the tokens during gameplay with each of said plurality of games, and
21 wherein said transactions are performed through said blockchain interface of said server
22 gateway.” This limitation simply requires a generic computer to direct the transaction of tokens
23 through a blockchain interface. Directing transactions is a well-known, conventional computer
24 function, and blockchain transactions are established prior art as conceded by the specification of
25 the ’131 patent. *See* Exhibit A at 1:6-29.

26 43. Neither the claim language nor the specification of the ’131 patent requires any
27 novel (or even specific) technique for “direct[ing] transactions...through said blockchain
28 interface” as claimed in base claims 16 and 18. This failure by the ’131 patent to provide any

1 disclosure for how to “direct[] transactions...through said blockchain interface,” instead relying
2 on the knowledge of a person of ordinary skill in the art, highlights the conventional and routine
3 nature of this limitation. Because the claims lack any inventive or concrete detail for this
4 function, they fail to transform the abstract idea into patent eligible subject matter. *Dropbox, Inc.*
5 *v. Synchronoss Techs., Inc.*, 815 F. App’x 529, 535 (Fed. Cir. 2020) (“To claim a technological
6 solution to a technological problem, the patent must actually claim the technological solution.”).

7 44. Claim 1 recites that the system includes a “plurality of game user computational
8 devices” each associated with a respective “game account,” and that “said tokens are not
9 exchangeable between said plurality of game accounts.” Here, Claim 1 recites a limitation on
10 how the tokens can be exchanged, but does not recite how this limitation is carried out by any of
11 the hardware or other elements of Claim 1. Rather, this limitation simply defines a restriction to
12 recited “tokens” without any specific manner of how this restriction is imposed on the tokens.

13 45. The specification of the ’131 patent does disclose one method of carrying out this
14 limitation, which is through the use of smart contracts. Smart contracts are well-known
15 “computer processes that facilitate, verify and/or enforce negotiation and/or performance of a
16 contract between parties.” *See* Exhibit A at 2:1-4, 4:47-51.

17 46. The ’131 patent fails to provide any disclosure for how to restrict exchange of
18 tokens via a smart contract, instead relying on the knowledge of a person of ordinary skill in the
19 art, highlighting the conventional and routine nature of this limitation. Because the claims lack
20 any inventive or concrete detail for this function, they fail to transform the abstract idea into
21 patent eligible subject matter. *Dropbox, Inc. v. Synchronoss Techs., Inc.*, 815 F. App’x 529, 535
22 (Fed. Cir. 2020) (“To claim a technological solution to a technological problem, the patent must
23 actually claim the technological solution.”).

24 47. Thus, the purely functional nature of the claims without a technical solution
25 confirms that they are directed to abstract ideas, not to a concrete embodiment of those ideas. *See*
26 *In re McCann*, Appeal 2021–003397, Paper 15 (March 7, 2002) (“managing commercial
27 payment transactions by processing payments with an available payment instrument and posting
28 the payment to a [blockchain] ledger as performed by a generic computer... is no more than

1 conceptual advice on the parameters for this concept and the generic computer processes
2 necessary to process those parameters, and do not recite any particular implementation... [a]t
3 that level of generality, the claims do no more than describe a desired function or outcome,
4 without providing any limiting detail that confines the claim to a particular solution to an
5 identified problem” *citing Affinity Labs of Texas, LLC v. Amazon.com Inc.*, 838 F.3d 1266, 1269
6 (Fed. Cir. 2016).

7 48. As explained above, each of the individual recitations in the independent claims
8 of the ’131 patent is conventional and routine. Considering them together changes nothing. The
9 ’131 claims fail to capture any purported technical improvements. *Synopsys, Inc. v. Mentor*
10 *Graphics Corp.*, 839 F.3d 1138, 1152 (an “ordered combination” of elements cannot create an
11 inventive concept unless it “introduce[s] a technical advance or improvement” such that it
12 “amounts to significantly more than a patent upon the [abstract idea] itself”).

13 49. Here there is no such advance. Both general purpose computers and blockchain
14 concepts were well-known, both being implemented in patent-ineligible solutions to traditional
15 legal, financial, compliance, game-play strategies, and mathematical concepts. *See* 2019
16 Eligibility Guidance, 84 Fed. Reg. at 52; MPEP § 2106.04(a)(2)(II)(B)–(C).; MPEP §
17 2106.04(a)(2)(I); *see also Ex Parte Curbera* at 7 ((commercial or legal transactions including
18 agreements in the form of contracts) or managing personal behavior or interactions between
19 people (company, payer, and patient) [are] recognized as abstract ideas...[and the] computing”
20 step also falls within the category of mathematical concepts, which is also recognized as a
21 grouping of abstract ideas).

22 50. Using generic computing components with a generic blockchain to provide tokens
23 in transactions without a specific technical improvement or implementation details does not
24 transform the abstract ideas. *See In re McCann*, Appeal 2021–003397, Paper 16 (“an instruction
25 to apply managing commercial payment transactions by processing payments with an available
26 payment instrument and posting the payment to a [blockchain] ledger using some unspecified,
27 generic computer... is not enough to transform an abstract idea into a patent-eligible invention”)
28 *citing Alice*, 573 U.S. at 225–26.

1 51. The “well-understood, routine, [and] conventional steps” recited by the ’131
2 patent thus fail to “transform” its legal compliance abstract concepts into something “inventive.”
3 *Alice*, 573 U.S. at 221.

4 52. The dependent claims add nothing inventive. The ’131 Patent includes 17
5 dependent claims, none of which meaningfully adds to the independent claims from which they
6 depend.

7 53. Though dependent claims 2-15, 17, 19, and 20 recite additional limitations with
8 respect to implementation details or post-solution aspects relating to the abstract idea, none of
9 these operations change the overall abstract nature of the claims. As discussed in further detail
10 below with respect to anticipation and obviousness, all of the individual elements recited in the
11 dependent claims of the ’131 patent are disclosed in the prior art. Moreover, the addition of these
12 limitations, when considered in the entirety of each of the claims and as an ordered combination,
13 still does not transform the independent claims into patent eligible subject matter.

14 54. Thus, the claims of the ’131 patent are directed to the abstract idea of providing
15 tokens in a gaming environment through a blockchain, and nothing in the claims transforms this
16 abstract idea into a patent-eligible invention.

17 55. The Supreme Court has long recognized that abstract ideas are not patentable
18 because “monopolization of those tools through the grant of a patent might tend to impede
19 innovation more than it would tend to promote it.” *Mayo Collaborative Servs. v. Prometheus*
20 *Labs., Inc.*, 566 U.S. 66, 71 (2012). PoQ has a monopolization of abstract ideas on long standing
21 legal compliance strategies for tokens in its ’131 patent.

22 56. Allowing PoQ to have a monopoly on a well-known token legal compliance
23 strategy significantly impedes innovation in the blockchain gaming space, more than it would
24 tend to promote it.

25 **CLAIMS 1-20 ARE INVALID UNDER 35 U.S.C. §102 AND 103**

26 57. The claims of the ’131 Patent are invalid, at least under 35 U.S.C. §102 and 103
27 because all of their elements are disclosed in at least the following prior art references.

Reference	Date	Section
U.S. Patent Application Publication No. 2020/0202668 A1 to Cotta (“Cotta”), Exhibit C	June 25, 2020 (published); December 20, 2018 (filed)	35 U.S.C. §102(a)(2)
U.S. Patent Application Publication No. 2019/0299105 A1 to Knight et al. (“Knight”), Exhibit D	October 3, 2019 (published); March 27, 2019 (filed)	35 U.S.C. §102(a)(2)
“Pocketful of Quarters, Whitepaper,” Version 3.0, September 3, 2018 (“PoQ Whitepaper”), Exhibit E	September 3, 2018 (published)	35 U.S.C. §102(a)(1)
Campbell, Matthew. “Practical Plasma (Volume I): Gaming, A series on practical uses of the Plasma technique by Loom Network,” April 28, 2018 (“Campbell”), Exhibit F	April 28, 2018 (published)	35 U.S.C. §102(a)(1)

58. Each of the above cited references pre-date the earliest potential effective priority date (July 24, 2020) of the ’131 Patent and qualifies as prior art at least under the statutory grounds set forth in the table above.

59. Claims 1-20 are unpatentable under 35 U.S.C. §§102 and/or 103 based on the Cotta, Knight, PoQ Whitepaper, and Campbell references taken alone or in combination.

60. The Cotta, Knight, PoQ Whitepaper, and Campbell references were never considered by the Patent Office when it examined and allowed the ’131 Patent to issue.

61. Even though PoQ was aware of both Cotta and PoQ Whitepaper before the issuance of the ’131 Patent, PoQ did not disclose those references to the U.S. Patent and Trademark Office before the ’131 Patent issued.

62. The Cotta reference (Exhibit C), for example, discloses each and every element of Claim 1.

63. Cotta discloses the Preamble of Claim 1, “a system for providing tokens for transactions in a plurality of games through a blockchain” [Claim 1, preamble] *See* Exhibit C at

1 1:52-57. Cotta discloses a system for “processing a request to execute a purchase transaction for
2 a virtual asset of a video game, to transfer ownership of the virtual asset.” *See* Exhibit C,
3 Abstract. Thus, a “token,” as defined above in the ’131 Patent, encompasses Cotta’s “virtual
4 asset” because Cotta’s “virtual asset” is a unit of value in a gaming environment.

5 64. Cotta further teaches that the transactions are completed through a blockchain by
6 “writing the transaction data to a block of the blockchain.” *See* Exhibit C, Abstract. Further, Fig.
7 3 of Cotta shows a digital wallet 302 that is defined by a plurality of game accounts 304, 306,
8 308, each of which enables transactions for a different game. *See* Exhibit C at [0059].

9 65. Cotta discloses “a game user computational device for being operated by a game
10 user ... wherein said game user computational device directs transactions of the tokens during
11 gameplay with each of said plurality of games.” [Exhibit C Claim 1, element a].

12 66. Cotta at Fig. 6 shows a network of devices involved in the transaction of virtual
13 assets, including “various users 600, 602, 604, and 606, access (via respective user devices) a
14 digital asset exchange 608.” *See* Exhibit C at [0078]. “[T]he terms “user” and “user device” may
15 often be used interchangeably in the present description of the implementations.” *See* Exhibit C
16 at [0048].

17 67. Cotta’s user devices 600, 602, 604, and 606 direct transactions of the virtual
18 assets during gameplay: “the block 620 of the blockchain 100 may include a smart contract 622
19 configured to execute a transaction between the user 604 and the user 606. For example, the user
20 604 may be selling a virtual asset while the user 606 seeks to buy the virtual asset. The smart
21 contract 622 can be configured to deliver the virtual asset to the buyer upon payment of an
22 agreed upon amount of virtual currency.” *See* Exhibit C at [0083].

23 68. Further, Cotta describes its user devices 600, 602, 604, and 606 as directing such
24 transactions of virtual assets during gameplay: In some implementations, a smart contract can be
25 configured to make transfer of a virtual asset contingent on fulfillment of a gaming activity-
26 related condition. For example, the smart contract can be configured so that the virtual asset is
27 transferred from the seller to the buyer if the buyer plays a video game as a member of the
28 seller's team, and optionally, achieves a certain gameplay metric (e.g. number of points, kills,

1 etc.). *See* Exhibit C at [0088]. In a further example, Cotta discloses that “[i]n some
2 implementations the virtual asset may be earned by the user A through gameplay activity or
3 other activity related to the video game.” *See* Exhibit C at [0062].

4 69. Cotta discloses “said game user computational device comprising a game user
5 interface for interacting with the plurality of games... and wherein said game user interface is
6 operable across a plurality of different types of gaming platforms or hardware;” [Claim 1,
7 element b]. Cotta discloses that “the user typically interfaces with systems in accordance with the
8 present disclosure by using or operating a user device.” *See* Exhibit C at [0048]. Cotta’s user
9 devices can be one of a plurality of different devices that connect to various platforms to enable
10 the user to interact with the games. The user devices can connect the user to a networked gaming
11 platform for interacting with the game: “[O]ne of more user devices 202 initiate virtual asset
12 transactions relating to...one or more video games that function...via a networked gaming
13 service 206, accessed over network 204 which can include the Internet. In some implementations
14 the networked gaming service 206 is a cloud gaming service that executes video game sessions
15 and streams video game gameplay to the user devices. In some implementations the networked
16 gaming service 206 does not perform cloud gaming, but is utilized for services associated to
17 video games that are locally executed, e.g. by the user devices (e.g. game console, PC,
18 portable/mobile device, etc.).” *See* Exhibit C at [0055].

19 70. Cotta discloses “a server gateway for operating a blockchain interface ... wherein
20 said transactions are performed through said blockchain interface of said server gateway.”
21 [Claim 1, element c]. Cotta discloses a digital asset exchange 608 that includes blockchain logic
22 614 for interfacing with a blockchain 100: “[T]ransactions of virtual assets carried out via the
23 digital asset exchange 608 will be added to the blockchain 100. The digital asset exchange 608
24 thus includes blockchain logic 614 to carry out operations for writing virtual asset transactions to
25 the blockchain 100.” *See* Exhibit C at [0081].

26 71. Cotta discloses “a computational network for connecting said game user
27 computational device and said server gateway” (Claim 1, element [d]). Fig. 6 of Cotta depicts a
28 network of devices involved in the transaction of virtual assets, including user devices 600, 602,

1 604, 606 and the digital asset exchange 608 (i.e., server gateway). *See* Exhibit C at [0078].
2 Further, Cotta’s Fig. 2 depicts a “node network” 204 that connects user devices 202 to the
3 networked gaming service 206 and the blockchain that is stored at nodes 200a-e: “The networked
4 gaming service 206 can facilitate virtual asset transactions. For example, the networked gaming
5 service 206 may control the pool of available virtual assets that may be in circulation, and may
6 further initially sell the virtual asset into circulation or facilitate buying and selling of virtual
7 assets between users. In some implementations the networked gaming service 206 may also buy
8 back and resell virtual assets.” *See* Exhibit C at [0056].

9 72. “[V]irtual asset transactions are stored to the blockchain by accessing a node
10 network including a plurality of nodes 200 a, 200 b, 200 c, 200 d, 200 e, etc. The nodes are
11 executed by compute devices such as servers and other computers or computing devices that
12 communicate with each other over the network 204. The nodes maintain the blockchain and store
13 virtual asset transactions to the blockchain.” Exhibit C at [0057].

14 73. Cotta discloses “wherein said game user computational device comprises a
15 memory and a processor, wherein said memory is configured for storing a defined native
16 instruction set of codes and said processor is configured to perform a defined set of basic
17 operations in response to receiving a corresponding basic instruction selected from the defined
18 native instruction set of codes stored in said memory” (Claim 1, element [e]).

19 74. Cotta at Fig. 9 depicts a computer network 986 connecting several user
20 computational devices 984 (erroneously labeled “920” in Fig. 9) to an information service
21 provider (ISP) 970.

22 75. Cotta further describes the computer components and programming implemented
23 by the “Users 982 access the remote services with client device 984, which includes at least a
24 CPU, a memory, a display and I/O. The client device can be a PC, a mobile phone, a netbook,
25 tablet, gaming system, a PDA, etc.” *See* Exhibit C at [0115]. Cotta further provides that all the
26 disclosed operations “can also be embodied as computer readable code on a computer readable
27 medium.” *See* Exhibit C at [0118]. Moreover, Cotta’s user devices 984, 600, 602, 604, 606 “can
28 be a general-purpose computer selectively activated or configured by a computer program stored

1 in the computer. In particular, various general-purpose machines can be used with computer
2 programs written in accordance with the teachings herein, or it may be more convenient to
3 construct a more specialized apparatus to perform the required operations.” *See* Exhibit C at
4 [0117].

5 76. Cotta discloses “wherein said memory stores a first set of machine codes selected
6 from the native instruction set for receiving information from the user through said game user
7 interface” (Claim 1, element [f]). As provided above with reference to element [e], Cotta’s
8 disclosed operations can “be embodied as computer readable code on a computer readable
9 medium.” *See* Exhibit C at [0118]. For the specific operation of “receiving information from the
10 user through said game user interface,” Cotta discloses that “various users 600, 602, 604, and
11 606, access (via respective user devices) a digital asset exchange 608,” and “a user may initiate a
12 communication (e.g. using a communication service such as a chat/private message/e-mail
13 service) to an asset owner making an offer to purchase their virtual asset.” *See* Exhibit C at
14 [0078]-[0079]. Further, Cotta clarifies that it uses the terms “user” and “user device”
15 interchangeably because the users interface with their respective devices: “references to a ‘user’
16 will often be synonymous with a user device that is associated to or operated by the user, as the
17 user typically interfaces with systems in accordance with the present disclosure by using or
18 operating a user device.” *See* Exhibit C at [0048].

19 77. Cotta discloses “a second set of machine codes selected from the native
20 instruction set for transmitting such information to said server gateway for token exchanges for
21 use in gameplay” (Claim 1, element [g]).

22 78. As provided above with reference to element [e], Cotta’s disclosed operations can
23 “be embodied as computer readable code on a computer readable medium.” *See* Exhibit C at
24 [0118]. For the specific operation of “transmitting such information to said server gateway for
25 token exchanges for use in gameplay,” Cotta discloses that “one of more user devices 202 initiate
26 virtual asset transactions relating to virtual assets that are utilized for one or more video games
27 that function, at least in part, via a networked gaming service 206, accessed over network 204
28 which can include the Internet.” *See* Exhibit C at [0055].

1 79. Cotta discloses “wherein said system further comprises a plurality of game user
2 computational devices, each game user computational device being associated with a game
3 account for said plurality of games and for transactions of said tokens” (Claim 1, element [h]).
4 Cotta at Fig. 6 shows a plurality of user devices: “various users 600, 602, 604, and 606, access
5 (via respective user devices) a digital asset exchange 608,” wherein “the terms “user” and “user
6 device” may often be used interchangeably in the present description of the implementations.”
7 *See* Exhibit C at [0078] and [0048]. Cotta at Fig. 3 shows a wallet 302 associated with a user
8 device 300, and the wallet 392 controls access to game accounts for a plurality of games and the
9 transaction of virtual assets for those games: “a user 300 may have a digital wallet 302 that is
10 defined by various game-specific accounts, such as a game A account 304, a game B account
11 306, a game C account 308, etc. Each game-specific account reflects the virtual assets for the
12 given video game that are associated to or owned by the user 300.” *See* Exhibit C at [0059].

13 80. Cotta further provides that the user devices are associated with a game account for
14 a plurality of games: “user devices 202 initiate virtual asset transactions relating to virtual assets
15 that are utilized for one or more video games.” *See* Exhibit C at [0055]. Optionally, a single
16 game account can correspond to a plurality of games: “the implementation of such a digital
17 wallet can be on a per-game basis, such that a given game (or specific collection of games) may
18 have its own digital wallet secured through a blockchain implementation.” *See* Exhibit C at
19 [0041]. Moreover, virtual assets from the plurality of games can all be traded via the same digital
20 asset exchange 608 disclosed by Cotta: “By using configurable metadata for the virtual assets,
21 virtual assets from different publishers can more easily be traded via the same digital asset
22 exchange 608. This enables virtual assets from different publishers, and from different games, to
23 be bought/sold/traded on the same platform.” *See* Exhibit C at [0092].

24 81. Cotta discloses “wherein said tokens are not exchangeable between said plurality
25 of game accounts” (Claim 1, element [i]) Element [h], discussed above, recites that “each game
26 user computational device [is] associated with a game account,” and, thus, each of the “plurality
27 of game accounts” is associated with a different account. Turning to element [i], Cotta discloses
28 several techniques for preventing the exchange of tokens between the different user accounts.

1 When verifying the transaction, the blockchain logic 614 also analyzes the transaction and
2 blockchain history to detect fraudulent activity relating to the sale. *See* Exhibit C at [0082]. If
3 fraud is detected, the digital exchange can take a number of actions to address the fraud,
4 including preventing trading from the fraudulent account, and returning a virtual asset to its
5 rightful owner. *See* Exhibit C at [0046], [0047], [0082].

6 82. Like Cotta, the PoQ Whitepaper, Knight, and Campbell disclose the features of
7 Claim 1 of the '131 Patent, a gaming system, method, platform and software that provides tokens
8 for transactions through a blockchain for in-game transactions.

9 83. The PoQ Whitepaper also specifically discloses tokens are “cross-platform
10 gaming currency” and that a token “works across games & platforms.” *See* Exhibit E at 22-23. It
11 would be clear to a person of ordinary skill that such an explicit teaching of both cross-platform
12 and cross-game use would disclose and/or make obvious an interface that would enable that use
13 that is also “operable across a plurality of different types of gaming platforms” and “or
14 interacting with the plurality of games,” as in claim 1.

15 84. Likewise, Knight teaches that the tokens, for example the cryptocurrency and/or
16 the digital assets, are utilized in a plurality of games. *See* Exhibit D at [0075].

17 85. The PoQ Whitepaper is a publication distributed by the Patent Owner describing a
18 proposal for “a Game-agnostic Digital Currency” or token. *See* Exhibit E at 5. The proposed
19 “Game-agnostic Digital Currency” disclosed in the PoQ Whitepaper is later utilized by the '131
20 Patent. The PoQ Whitepaper discloses a token that utilizes blockchains, similar to existing
21 cryptocurrencies like Bitcoin and Ethereum, that is intended to solely be used to play games. *See*
22 Exhibit E at 9 and 18.

23 86. The PoQ Whitepaper constitutes an offer for sale under 35 U.S.C. 102(a)(1).

24 87. The PoQ Whitepaper shows that the invention in the '131 Patent was ready for
25 patenting. It describes the features of Claim 1 of the '131 patent including the only salient
26 feature of Claim 1 that the tokens are not exchangeable between accounts. The PoQ Whitepaper
27 described its product offerings as a sale of its Quarter tokens, which are intended to be useable
28 on its disclosed gaming platform as including the following features:

- 1 • hot **wallets** for players
- 2 • ability to buy Quarters with credit cards
- 3 • our API
- 4 • software tools for JavaScript and NodeJS
- 5 • Added **restrictions** for transferring Quarters from players to approved accounts, to
- 6 support requirements by payment partners and regulators

7 *See* Exhibit E at Page 19.

8 88. Furthermore, the PoQ Whitepaper provides motivations to combine references
9 including Cotta, Knight, and Campbell, by identifying problems with existing game currencies
10 and tokens and how its proposed “Game-agnostic Digital Currency” addresses those issues. *See*
11 Exhibit E at 4-6.

12 89. Finally, both Knight and the PoQ Whitepaper disclose the use of the same tools
13 and technologies such as Smart Contracts, Ethereum, ERC-20 tokens, and software development
14 kits (SDKs) to achieve similar goals, enabling the transaction of tokens.

15 90. PoQ’s disclosure of a gaming only game-agnostic token and surrounding
16 blockchain ecosystem in the PoQ Whitepaper anticipates or makes the claims of the ’131 Patent
17 obvious.

18 91. Knight’s disclosure of a system and method for making transactions involving in-
19 game digital assets and/or cryptocurrency tokens on a distributed ledger anticipates or makes the
20 claims of the ’131 Patent obvious.

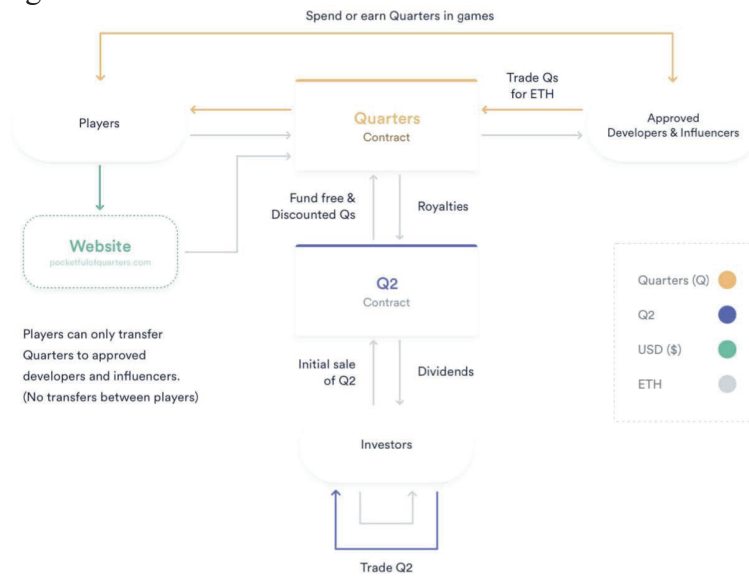
21 92. For similar reasons, independent Claims 16 and 18 and dependent Claims 2-15,
22 17, and 19-20 are also disclosed by Cotta, Knight, PoQ Whitepaper, and Campbell and are,
23 therefore, invalid under §§102 and/or 103. Addressing Claim 7, which relates to a sidechain,
24 Campbell discloses a sidechain that can be used to temporarily store tokens during a gameplay
25 event such as a battle or match. *See* Exhibit F at 3-4. Therefore, the teachings of Campbell
26 disclose and/or make obvious “a sidechain, wherein tokens used during gameplay are
27 temporarily stored on said sidechain, and wherein any remaining tokens are written to the
28 blockchain from said sidechain.”

1 Second, PoQ knowingly failed to disclose its own prior art in its PoQ Whitepaper that was
 2 published in 2019 and disclosed significant portions of the '131 Patent. *See* Exhibit E.

3 99. Addressing the Cotta reference, PoQ was made aware of the Cotta reference as an
 4 anticipatory reference before the '131 patent was issued, but failed to take action to cite the Cotta
 5 reference to the Examiner of the Patent Office. *See* Exhibit G at 52, first listed “X” (anticipatory)
 6 reference (International Search Report mailed on November 10, 2021, prior to issue date of
 7 November 30, 2021 of '131 patent). If the Examiner of the '131 patent had been aware of the
 8 Cotta reference, the Examiner could have taken it into account and never allowed the '131 patent
 9 claims to issue in the first place.

10 100. Likewise, the PoQ Whitepaper was available online on September 3, 2018, well
 11 before the issue date of November 30, 2021 of '131 patent.

12 101. The PoQ Whitepaper is a publication distributed by the Defendant describing a
 13 proposal for “a Game-agnostic Digital Currency” or token. *See* Exhibit E at 5. The proposed
 14 “Game-agnostic Digital Currency” disclosed in the PoQ Whitepaper is later utilized by the '131
 15 Patent. The PoQ Whitepaper discloses a token that utilizes blockchains, similar to existing
 16 cryptocurrencies like Bitcoin and Ethereum, that is intended to solely be used to play games. *See*
 17 Exhibit E at 9 and 18. On page 11, the PoQ Whitepaper includes a figure showing a proposed
 18 ecosystem utilizing the disclosed token:



Quarters Ecosystem: From Sources to Sinks

1 109. PoQ has alleged and continues to allege that the making, using, selling and/or
2 offering for sale Forte's Blockchain Gaming Systems infringed one or more claims of the '131
3 Patent.

4 110. An actual and justiciable controversy exists between Forte and PoQ as to the
5 validity of the '131 Patent.

6 111. The '131 Patent is not infringed at least by reason of its invalidity for failure to
7 meet the conditions of patentability and/or otherwise comply with one or more of 35 U.S.C. §§
8 100 et seq., 101, 102, 103, and 112.

9 112. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201, et seq.,
10 Forte seeks a judgment that no valid claims of the '131 Patent are infringed.

11 **COUNT II – DECLARATORY JUDGMENT OF**
12 **INVALIDITY OF U.S. PATENT NO. 11,189,131**

13 113. Forte repeats and realleges each and every allegation contained in the above
14 paragraphs as if fully set forth herein.

15 114. PoQ has alleged and continues to allege that the making, using, selling and/or
16 offering for sale Forte's Blockchain Gaming Systems infringed one or more claims of the '131
17 Patent.

18 115. An actual and justiciable controversy exists between Forte and PoQ as to the
19 validity of the '131 Patent.

20 116. The '131 Patent is invalid for failure to meet the conditions of patentability and/or
21 otherwise comply with one or more of 35 U.S.C. §§ 100 et seq., 101, 102, 103, and 112.

22 117. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201, et seq.,
23 Forte seeks a judgment that the claims of the '131 Patent are invalid.

24 **COUNT III – DECLARATORY JUDGMENT OF**
25 **UNENFORCEABILITY OF U.S. PATENT NO. 11,189,131**

26 118. Forte repeats and realleges each and every allegation contained in the above
27 paragraphs as if fully set forth herein.

1 119. PoQ has alleged and continues to allege that the making, using, selling and/or
2 offering for sale Forte's Blockchain Gaming Systems infringed one or more claims of the '131
3 Patent.

4 120. An actual and justiciable controversy exists between Forte and PoQ as to the
5 validity of the '131 Patent.

6 121. The '131 patent is unenforceable due to inequitable conduct by PoQ for its
7 knowing and willful concealment of the Cotta reference and the PoQ Whitepaper during
8 prosecution of the '131 Patent, which together or individually, constitute inequitable conduct.

9 122. The PoQ Whitepaper constituted an on-sale bar of the invention in the '131,
10 which was not disclosed to the Patent Office during prosecution of the '131 Patent

11 123. Though PoQ was aware of this material prior art, it did not make any effort to
12 disclose it to the Patent Office.

13 124. PoQ's conduct renders this case exceptional under 35 U.S.C. § 285.

14 125. Forte seeks a judgment declaring that the claims of the '131 Patent are
15 unenforceable under the doctrine of inequitable conduct.

16 **COUNT IV – UNENFORCEABILITY OF U.S. PATENT NO. 11,189,131**

17 126. Forte repeats and realleges each and every allegation contained in the above
18 paragraphs as if fully set forth herein.

19 127. PoQ has alleged and continues to allege that the making, using, selling and/or
20 offering for sale Forte's Blockchain Gaming Platform infringed one or more claims of the '131
21 Patent.

22 128. An actual and justiciable controversy exists between Forte and PoQ as to the
23 enforceability of the '131 Patent.

24 129. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201, et seq.,
25 Forte seeks a judgment that the '131 Patent is unenforceable by PoQ.

26 130. The '131 patent is unenforceable due to the fact that the claimed invention in the
27 '131 Patent was disclosed and published in the PoQ Whitepaper more than a year before the
28 effective filing date of the '131 Patent

1 **DEMAND FOR JURY TRIAL**

2
3 Pursuant to Fed. R. Civ. P. 38(b) and Local Rule 3-6, Plaintiff Forte Labs, Inc.
4 hereby demands a trial by jury of all issues so triable.

5 Dated: August 31, 2022

6 Respectfully submitted,

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