

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

WEB 2.0 TECHNOLOGIES, LLC,

Plaintiff,

v.

LIQUIDPLANNER, INC.,

Defendant.

Civil Action No. _____

DEMAND FOR JURY TRIAL

COMPLAINT FOR PATENT INFRINGEMENT

In this action for patent infringement Plaintiff Web 2.0 Technologies, LLC (“Plaintiff”) hereby makes the following allegations against Defendant LiquidPlanner, Inc. (“Defendant” or “LiquidPlanner”):

NATURE OF THE ACTION

1. This is an action for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*

THE PARTIES

2. Plaintiff Web 2.0 Technologies, LLC (“Web 2.0 Technologies”) is a Texas limited liability corporation with its principal place of business at 5900 Balcones Dr., Ste. 100, Austin, TX 78731-4298.

3. Plaintiff Web 2.0 Technologies is the owner by assignment of 100% interest in the Asserted Patents.

4. On information and belief, Defendant LiquidPlanner, Inc. (“LiquidPlanner”) is a corporation organized and existing under the laws of Delaware, with its principal place of business at 2324 Eastlake Avenue, E., Ste 500, Seattle, WA 98102. LiquidPlanner is registered

with the State of Delaware and may be served with process through its registered agent, Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

JURISDICTION AND VENUE

5. This action for patent infringement arises under the patent laws of the United States, Title 35 of the United States Code.

6. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

7. Defendant LiquidPlanner is subject to this Court's general personal jurisdiction at least because LiquidPlanner is a Delaware corporation.

8. Defendant LiquidPlanner is additionally subject to this Court's general and specific personal jurisdiction because LiquidPlanner has sufficient minimum contacts within the State of Delaware and this District, pursuant to due process and/or the Delaware Long Arm Statute, Del. Code. Ann. Tit. 3, § 3104. On information and belief, Defendant LiquidPlanner contracted with one or more Delaware residents in this District and one or both parties performed the contract at least in part in the State of Delaware and this District; LiquidPlanner committed the tort of patent infringement in the State of Delaware and this District; LiquidPlanner purposefully availed itself of the privileges of conducting business in the State of Delaware and in this District; LiquidPlanner regularly conducts and solicits business within the State of Delaware and within this District; Plaintiff's causes of action arise directly from LiquidPlanner's business contacts and other activities in the State of Delaware and this District; and LiquidPlanner distributes, makes available, imports, sells and offers to sell products and services throughout the United States, including in this judicial District, and introduces infringing products and services that into the stream of commerce knowing that they would be used and sold in this judicial district and elsewhere in the United States.

9. On information and belief, Defendant LiquidPlanner designs, develops, sells, offers to sell, and/or imports products, devices, systems, and/or components of systems through certain accused instrumentalities that either infringe or support the infringement of the patents asserted in this action.

10. On information and belief, LiquidPlanner sells and offers to sell products and services throughout the United States and in Delaware, including in this District, through the accused instrumentalities, through its website accessible in the United States, and in concert and partnership with third parties.

11. Furthermore, personal jurisdiction over LiquidPlanner in this action comports with due process. LiquidPlanner has conducted and regularly conducts business within the United States and this District. LiquidPlanner has purposefully availed itself of the privileges of conducting business in the United States, and more specifically in the State of Delaware and this District. LiquidPlanner has sought protection and benefit from the laws of the State of Delaware by making available products and services, including websites and associated web pages, that infringe the Asserted Patents with the awareness and/or intent that they will be used (or visited) by consumers in this District. Having purposefully availed itself of the privilege of conducting business within this District, LiquidPlanner should reasonably and fairly anticipate being brought into court here.

12. Venue is proper in this judicial district under 28 U.S.C. § 1391 and 28 U.S.C. § 1400(b). On information and belief, LiquidPlanner is a Delaware corporation. On information and belief, LiquidPlanner's acts of infringement have taken place within this District.

13. Additionally, LiquidPlanner—directly or through intermediaries (including distributors, retailers, and others), subsidiaries, alter egos, and/or agents—ships, distributes,

offers for sale, and/or sells its products and services in the United States and this District. LiquidPlanner has purposefully and voluntarily placed one or more of its products into the stream of commerce through the accused instrumentalities that infringe the patents asserted in this action with the awareness and/or intent that they will be purchased by consumers in this District. LiquidPlanner knowingly and purposefully ships infringing products into, and within, this District. These infringing products have been, and continue to be, purchased by consumers and businesses in this District.

THE ASSERTED PATENTS

14. On March 13, 2007, the United States Patent and Trademark Office (“USPTO”) duly and legally issued U.S. Patent No. 6,845,448 B1 (“the ’448 Patent”), entitled “Online Repository for Personal Information.” A copy of the ’448 Patent is attached hereto as Exhibit 1.

15. Plaintiff owns all substantial right, title, and interest in the ’448 Patent, and holds the right to sue and recover damages for infringement thereof, including past infringement.

16. On February 14, 2012, the USPTO duly and legally issued U.S. Patent No. 8,117,644 (“the ’644 Patent”), entitled “Method and System for Online Document Collaboration.” A copy of the ’644 Patent is attached hereto as Exhibit 2.

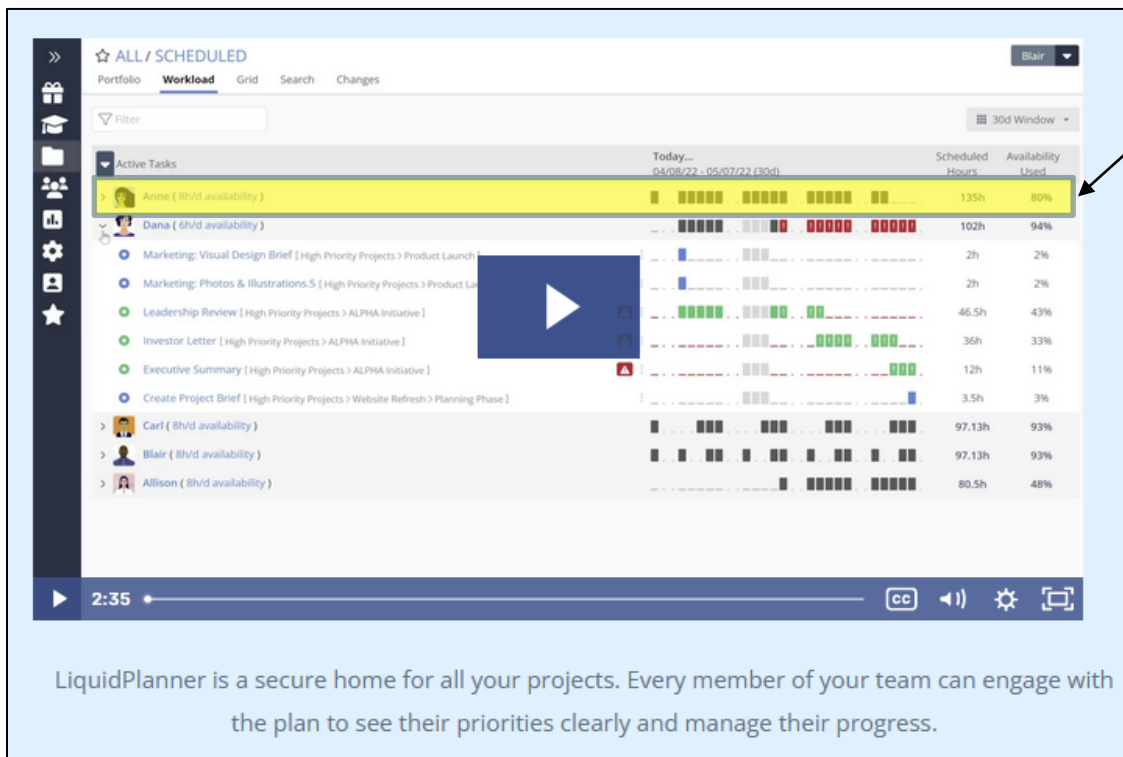
17. Plaintiff owns all substantial right, title, and interest in the ’644 Patent, and holds the right to sue and recover damages for infringement thereof, including past infringement.

COUNT I - INFRINGEMENT OF U.S. PATENT NO. 6,845,448

18. Plaintiff incorporates and realleges the preceding paragraphs as if fully set forth herein.

19. The '448 Patent is directed to a method and system for gathering, storing personal information on a server computer and releasing such information to authorized requesters, as described and claimed in the '448 Patent.

20. Defendant has and continues to directly infringe at least Claim 1 of the '448 Patent, in this judicial District and elsewhere in the United States, pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by, among other things, by making, using, selling, offering to sell, and/or importing in or into the United States, without authority, applications to provide a method for automatically sharing portions of personal information with authorized invited members via products offered by LiquidPlanner on its website (hereinafter, the "'448 Accused Instrumentalities'") as shown below, for example:



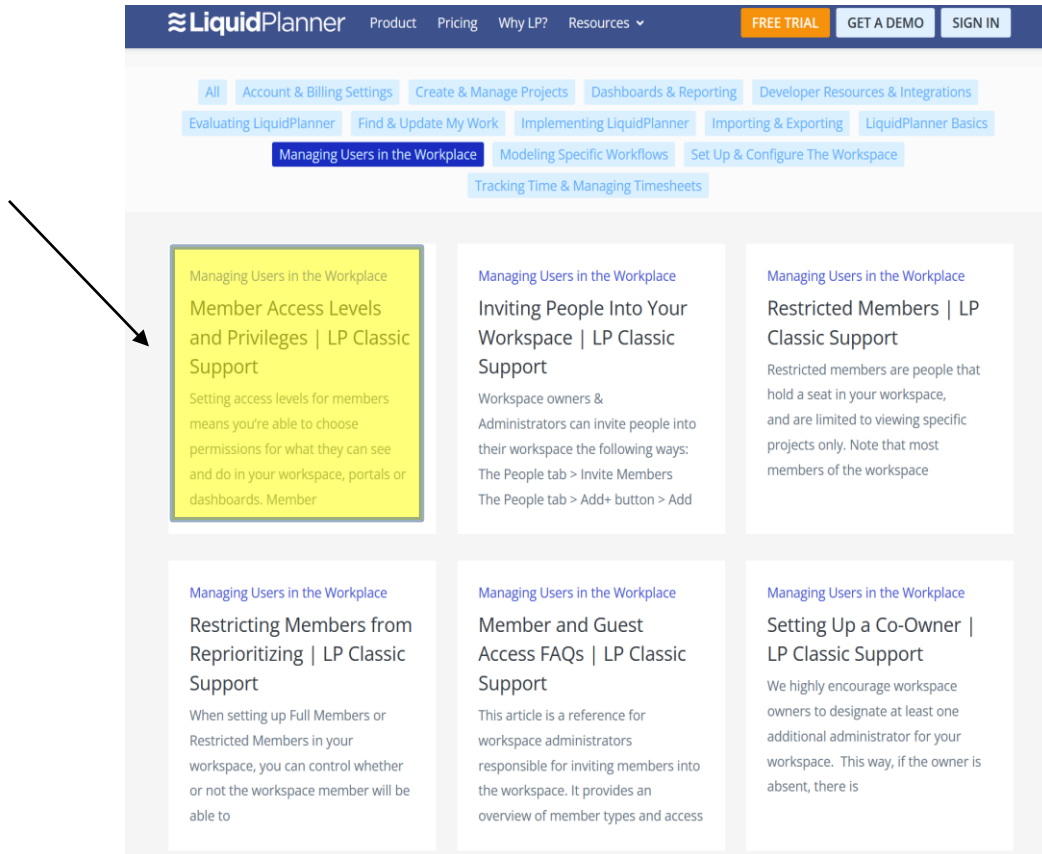
See e.g., <https://www.liquidplanner.com/balanced-workload/> (last visited Dec. 28, 2022)

(annotated). (LiquidPlanner products offers for sale, such as online project management apps and other LiquidPlanner products).

21. By way of example, the '448 Accused Instrumentalities provide a method for automatically disbursing a first party's personal information to a second party upon request and authorized by the first party by transmitting said first party's personal information from a server computer operated by a service provider, said server computer coupled to a database. For example, with the '448 Accused Instrumentalities, a first party can use the already available product offerings from the website to include their personal information and/or client information associated with a project, owned by the first party and accessible by project members depending on their access permissions.

22. The first party is permitted to include information, including personal information or client information, on the selected LiquidPlanner Product, such as an online project, which can then be shared with or transmitted to an authorized second party when the second party attempts to view or edit tasks in a project.

23. Once authorized, the second party can access the first party's personal information on LiquidPlanner's server computer, which is coupled to a database, automatically, as shown below:



See e.g., <https://www.liquidplanner.com/lp-classic-support/> (last visited Dec. 12, 2022)(annotated).

24. A second party may be a “Restricted Member”, a level of access that a LiquidPlanner project owner (“first party”) could set access to the project, so that the second party may not be able to view or edit personal information or client information if so restricted by the first party, as shown below:

Classic Product Support

This is the help center for LiquidPlanner CLASSIC. For help with LiquidPlanner NEW, please go to the [New LP Academy & Support Center](#).

Managing Users in the Workplace
Member Access Levels and Privileges | LP Classic Support

Setting access levels for members means you're able to choose permissions for what they can see and do in your workspace, portals or dashboards.

Member Access Types

There are seven different member types available in LiquidPlanner. This chart explains key differences for each member type:

	DESCRIPTION	PAID LICENSE?	WORKSPACE LOGIN?
Workspace Owner	There can only be one Workspace Owner. It is automatically assigned to the person who starts the LiquidPlanner trial. The Workspace Owner is the only user that has the ability to permanently destroy the workspace. The Workspace Owner can be re-assigned if the current owner is leaving the organization or is no longer the primary manager of the workspace. Read more.	Yes	Yes
Administrator	Administrators have the ability to configure workspace settings, invite users into the workspace, and view all reporting and analytics data, including billing and pay rate information.	Yes	Yes
Manager	Managers are able to view and approve timesheets. They can also view the Analytics tab but they are not able to see billing and pay rate information within Analytics reports.	Yes	Yes
Full Member	Full Members can view, update and collaborate on all packages, projects, tasks and other plan items in the workspace. They can estimate tasks and track time. They are not able to view the Analytics tab.	Yes	Yes
Restricted Member	Restricted Members must be given access to specific projects in order to view and collaborate with the team on the project. They can estimate tasks and log time to tasks within the projects they are given access to. They are not able to view the Analytics tab. Read more.	Yes	Yes
Virtual Member	Virtual Members are not connected to a real person, so there is no login associated with this member type. A virtual member is typically used to assign tasks to someone who has not yet joined the workspace or is an external resource. Since there is no login for a virtual member, another workspace member would need to estimate and log time to their tasks. Read more.	No	No login
Portal Guest	A Portal Guest can't access your workspace - they are only given access to view a single project through a portal. They can view certain details for that project and post comments. However, they can't estimate tasks, log time, or make schedule updates. Because of the limited permissions, Portal guests are typically used to share communications for one project with a client or external vendors. To share multiple projects, consider using a Restricted Member instead. Read more.	No	Only to Project Portal
Dashboard Guest	A Dashboard Guest can't access your workspace - they are only given access to a specific dashboard. Examples of why you might share a dashboard include sharing high level project status with an executive, or sharing specific project information with a client. A guest will see all of the data on a dashboard, but they have read only privileges. Read more.	No	Only to Dashboard

See, e.g., <https://www.liquidplanner.com/support/articles/member-access-levels-and-privileges> (last visited Dec. 15, 2022) (annotated).

25. By way of example, the '448 Accused Instrumentalities provide a method for automatically disbursing a first party's personal information to a second party upon request and authorized by the first party by transmitting said first party's personal information from a server computer operated by a service provider, said server computer coupled to a database. the first party can invite/designate one of seven different member types for a project, with security levels assigned to access or allow file permissions for certain users (e.g., "access", "edit" and "view").

A project owner of a LiquidPlanner Project can select who can view and access the LiquidPlanner Project, could set certain members as “Restricted Members” or “Dashboard Guest” or others types who may not view client personal or business information or access/edit other data fields of a project, as shown below:

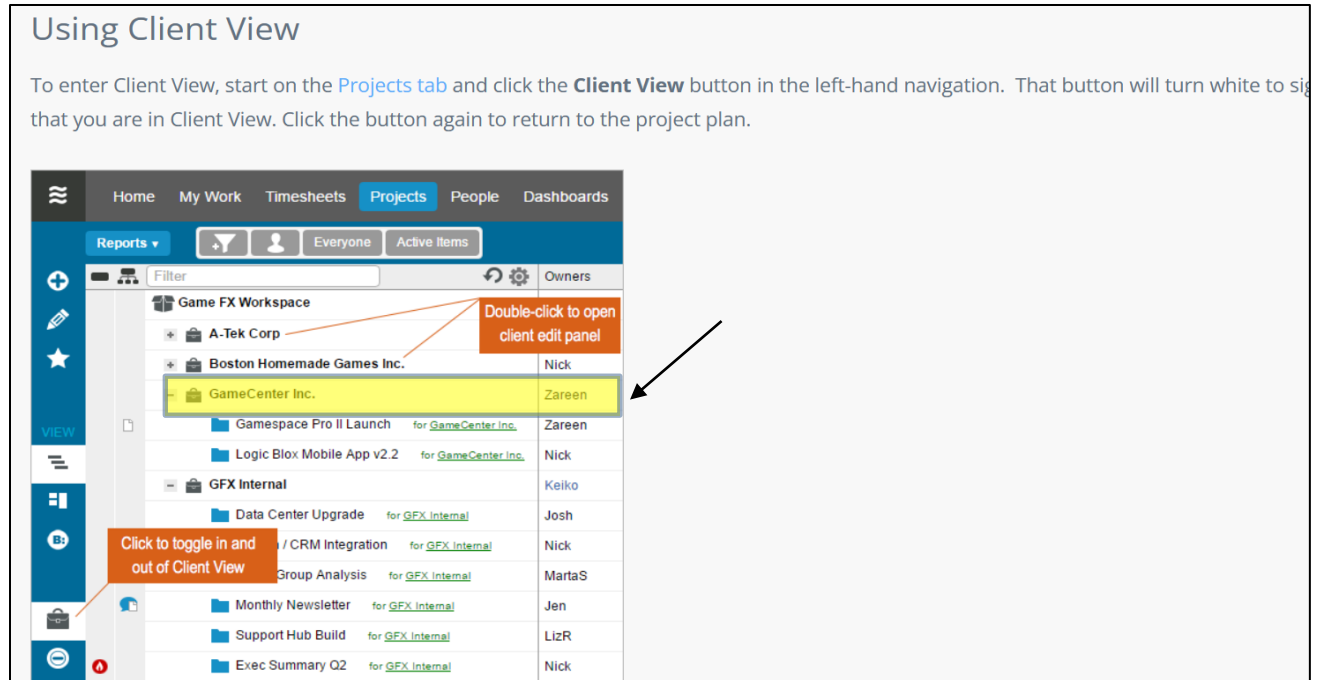
Member Access Types

There are seven different member types available in LiquidPlanner. This chart explains key differences for each member type:

DESCRIPTION	PAID LICENSE?	WORKSPACE LOGIN?
Workspace Owner There can only be one Workspace Owner. It is automatically assigned to the person who starts the LiquidPlanner trial. The Workspace Owner is the only user that has the ability to permanently destroy the workspace. The Workspace Owner can be re-assigned if the current owner is leaving the organization or is no longer the primary manager of the workspace. Read more.	Yes	Yes
Administrator Administrators have the ability to configure workspace settings, invite users into the workspace, and view all reporting and analytics data, including billing and pay rate information.	Yes	Yes
Manager Managers are able to view and approve timesheets. They can also view the Analytics tab but they are not able to see billing and pay rate information within Analytics reports.	Yes	Yes
Full Member Full Members can view, update and collaborate on all packages, projects, tasks and other plan items in the workspace. They can estimate tasks and track time. They are not able to view the Analytics tab.	Yes	Yes
Restricted Member Restricted Members must be given access to specific projects in order to view and collaborate with the team on the project. They can estimate tasks and log time to tasks within the projects they are given access to. They are not able to view the Analytics tab. Read more.	Yes	Yes
Virtual Member Virtual Members are not connected to a real person, so there is no login associated with this member type. A virtual member is typically used to assign tasks to someone who has not yet joined the workspace or is an external resource. Since there is no login for a virtual member, another workspace member would need to estimate and log time to their tasks. Read more.	No	No login
Portal Guest A Portal Guest can't access your workspace - they are only given access to view a single project through a portal. They can view certain details for that project and post comments. However, they can't estimate tasks, log time, or make schedule updates. Because of the limited permissions, Portal guests are typically used to share communications for one project with a client or external vendors. To share multiple projects, consider using a Restricted Member instead. Read more.	No	Only to Project Portal
Dashboard Guest A Dashboard Guest can't access your workspace - they are only given access to a specific dashboard. Examples of why you might share a dashboard include sharing high level project status with an executive, or sharing specific project information with a client. A guest will see all of the data on a dashboard, but they have read only privileges. Read more.	No	Only to Dashboard

See e.g., <https://www.liquidplanner.com/support/articles/member-access-levels-and-privileges/> (last visited Dec. 12, 2022)(annotated).

26. The ‘448 Accused Instrumentalities allow a request from a second party, identifying at least the first party identifier, so that the ‘448 Accused Instrumentalities select a first portion of the first party’s personal information objects that could be transmitted to a second party, as shown below:



See, e.g., <https://www.liquidplanner.com/support/articles/portfolio-mode/> (last visited Dec. 12, 2022)(annotated) (showing a portion of the first party’s (Zareen) personal information and a portion of client information that may be transmitted automatically to the requesting second party if the second party has adequate permission levels to access and view the information).

27. If the requesting second party does not have an access level to allow viewing certain personal information related to a project offered by the ‘448 Accused Instrumentalities (i.e, the second party is a “Restricted Member”), the requesting second party’s request for such information is rejected, as shown below:

Restricted Member Access Rules

The chart below explains the access rules that apply to restricted members in your workspace. In addition, you can also restrict members from being able to [re-prioritize](#) plan items.

	VISIBILITY	NOTES
CLIENTS	<p>Sees a client if:</p> <ul style="list-style-type: none"> Access is granted to at least one project for that client 	<ul style="list-style-type: none"> Can associate a project to visible clients Not able to create a new client
PROJECTS	<p>Sees a project if:</p> <ul style="list-style-type: none"> An administrator, manager, or full member grants the restricted member access to the project The restricted member creates the project 	<ul style="list-style-type: none"> Can add a new project and associate it to visible clients Can assign it to any workspace member Projects they create are by default granted projects Being a member of the Project Team does not automatically grant them access to the project
SUB-FOLDERS	<p>Sees a gray sub-folder if:</p> <ul style="list-style-type: none"> It's within a granted project 	<ul style="list-style-type: none"> Can add a sub-folder within a granted project Can assign it to any workspace member
PACKAGES	<ul style="list-style-type: none"> Sees packages only if they contain tasks for a granted project Won't see any other tasks within a package unless the tasks are for a granted project 	<ul style="list-style-type: none"> Can't create or delete packages or backlog packages Can assign existing packages to any workspace member
TASKS, EVENTS, & MILESTONES	<p>Sees a task, event or milestone if:</p> <ul style="list-style-type: none"> It's in a project folder and they have been granted access It's in the Inbox and they are an owner (even if not associated to a granted project) 	<ul style="list-style-type: none"> Can create tasks, milestones, and events within a granted project Can assign them to any workspace member Can't create them within a package Can track time and submit timesheets for tasks and events within a granted project <p>*See special Inbox rules below*</p>
INBOX	<ul style="list-style-type: none"> Sees the Inbox, even if it doesn't contain any tasks for a granted project Sees any task they own in the Inbox, even if it's not associated to a granted project 	<ul style="list-style-type: none"> Can create tasks, milestones, and events within the Inbox Can assign them only to self if there is no project association Can assign them to any workspace member if associated to a granted project

See e.g., <https://www.liquidplanner.com/support/articles/access-rules-for-restricted-members/> (last visited Dec. 12, 2022)(annotated).

28. Defendant has had actual knowledge of the '448 Patent since on or about June 15, 2021, the date on which Defendant received notice from Plaintiffs that its activities infringed the '448 Patent.

29. Discovery is expected to uncover the full extent of Defendant's infringement of the '448 Patent beyond the '448 Accused Instrumentalities already identified through public information.

30. Defendant has directly infringed the '448 Patent and is thus liable for infringement of the '448 Patent pursuant to 35 U.S.C. § 271.

31. Plaintiff has suffered, and continue to suffer, damages as a result of Defendant's infringement of the '448 Patent.

32. Defendant has continued to infringe the '448 Patent since at least June 15, 2021 (the date on which Defendant received Plaintiff's June 10, 2021, notice letter) despite being on notice of the '448 Patent and its infringement. Defendant has therefore infringed the '448 Patent knowingly, willfully, deliberately, and in disregard of Plaintiff's patent rights since at least June 15, 2021 (the date on which Defendant received Plaintiff's June 10, 2021, notice letter), at least by infringing with actual knowledge of its direct infringement or while remaining willfully blind to the fact of its direct infringement. As a result of at least this conduct, Plaintiff is entitled to enhanced damages under 35 U.S.C. § 284 and to attorneys' fees and costs under 35 U.S.C. § 285.

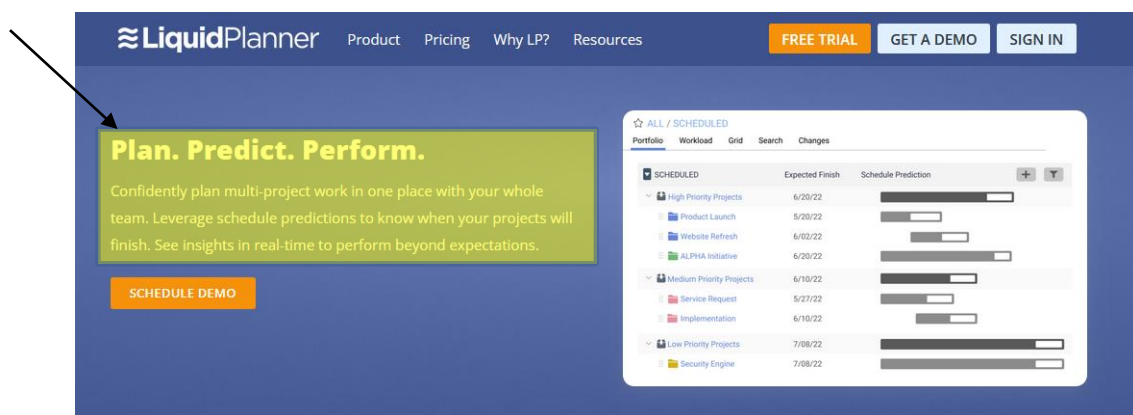
33. Plaintiff reserves the right to modify its infringement theories as discovery progresses in this case. Plaintiff shall not be estopped for purposes of its infringement contentions or its claim constructions by the foregoing discussions on how the '448 Accused Instrumentalities infringe the '448 Patent. Plaintiff intends only that the foregoing discussions satisfy the notice requirements of Rule 8(a)(2) of the Federal Rule of Civil Procedure, and that they should not be construed as Plaintiff's preliminary or final infringement contentions or preliminary or final claim construction positions.

COUNT II - INFRINGEMENT OF U.S. PATENT NO. 8,117,644

34. Plaintiff incorporates and realleges the preceding paragraphs as if fully set forth herein.

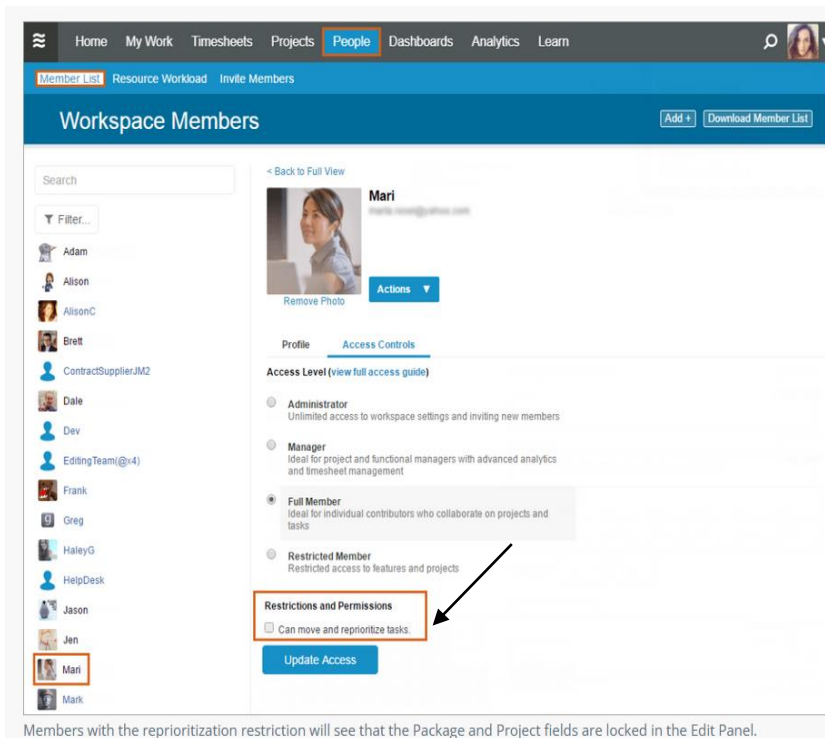
35. The '644 Patent is directed to method and system for online document collaboration, as described and claimed in the '644 Patent.

36. Defendant has and continues to directly infringe at least Claim 1 of the '644 Patent, in this judicial District and elsewhere in the United States, pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by, among other things, making, using, selling, offering to sell, and/or importing in or into the United States, without authority, applications that facilitate secure collaboration on editing, viewing and sharing documents online with multiple parties, including, without limitation, collaboration products such as LiquidPlanner project management software and content offered for sale and use via <https://www.liquidplanner.com/product/> (including all sub-web pages) and maintained on servers located in and/or accessible from the United States under the control of Defendant (hereinafter, the "'644 Accused Instrumentalities"), as shown below:



See, e.g., <https://www.liquidplanner.com/product/> (last visited Dec. 14, 2022)(annotated).

37. By way of example, '644 Accused Instrumentalities provide an online document collaboration method between a LiquidPlanner member and LiquidPlanner product user, and other authorized LiquidPlanner members who have been assigned different levels of security and access to the LiquidPlanner Product by the creator, as shown below:



See e.g., <https://www.liquidplanner.com/support/articles/restricting-members-reprioritizing/> (last visited Dec. 16, 2022)(annotated).

38. More specifically, the '644 Accused Instrumentalities provide a platform of online applications, such as LiquidPlanner project management applications, where a first user can restrict the use of its board by a group of users so they may only view, comment, edit, or have no access to the LiquidPlanner Project information. The identities of the all the members are stored and maintained on LiquidPlanner's server computer, as shown below:

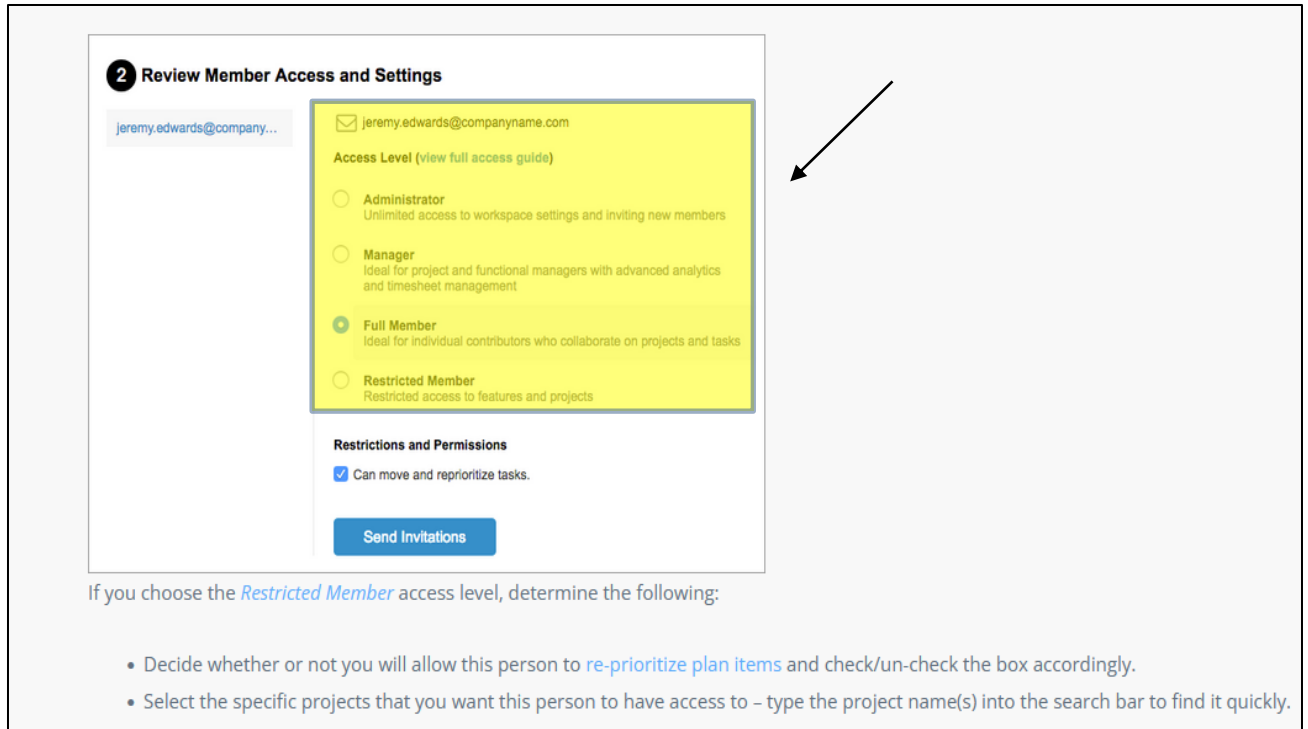
Restricted Member Access Rules

The chart below explains the access rules that apply to restricted members in your workspace. In addition, you can also restrict members from being able to re-prioritize plan items.

	VISIBILITY	NOTES
CLIENTS	Sees a client if: <ul style="list-style-type: none"> Access is granted to at least one project for that client 	<ul style="list-style-type: none"> Can associate a project to visible clients Not able to create a new client
PROJECTS	Sees a project if: <ul style="list-style-type: none"> An administrator, manager, or full member grants the restricted member access to the project The restricted member creates the project 	<ul style="list-style-type: none"> Can add a new project and associate it to visible clients Can assign it to any workspace member Projects they create are by default granted projects Being a member of the Project Team does not automatically grant them access to the project
SUB-FOLDERS	Sees a gray sub-folder if: <ul style="list-style-type: none"> It's within a granted project 	<ul style="list-style-type: none"> Can add a sub-folder within a granted project Can assign it to any workspace member
PACKAGES	<ul style="list-style-type: none"> Sees packages only if they contain tasks for a granted project Won't see any other tasks within a package unless the tasks are for a granted project 	<ul style="list-style-type: none"> Can't create or delete packages or backlog packages Can assign existing packages to any workspace member
TASKS, EVENTS, & MILESTONES	Sees a task, event or milestone if: <ul style="list-style-type: none"> It's in a project folder and they have been granted access It's in the Inbox and they are an owner (even if not associated to a granted project) 	<ul style="list-style-type: none"> Can create tasks, milestones, and events within a granted project Can assign them to any workspace member Can't create them within a package Can track time and submit timesheets for tasks and events within a granted project <p>*See special Inbox rules below*</p>
INBOX	<ul style="list-style-type: none"> Sees the Inbox, even if it doesn't contain any tasks for a granted project Sees any task they own in the Inbox, even if it's not associated to a granted project 	<ul style="list-style-type: none"> Can create tasks, milestones, and events within the Inbox Can assign them only to self if there is no project association Can assign them to any workspace member if associated to a granted project

See e.g., <https://www.liquidplanner.com/support/articles/access-rules-for-restricted-members/> (last visited Dec.. 15, 2022)(annotated).

39. The '644 Accused Instrumentalities allow verifying the identity of the second user who requests access to modify documents. For example, upon information and belief, in, the second user is verified by the server by the user's name/email address and by its associated project access identifier ("Access Level"), as shown below:



See, e.g., <https://www.liquidplanner.com/support/articles/inviting-people-into-your-workspace/> (last visited Dec. 15, 2022)(annotated).

40. The '644 Accused Instrumentalities allow the first user to permit a second user to modify the collaborative document based on a set of access rights granted to the second user. For example, in the '644 Accused Instrumentalities, a second party requesting to modify a document will have an associated project access identifier (“Access Level”), which may allow the second party to modify the LiquidPlanner document based on the project access identifier, as shown below:

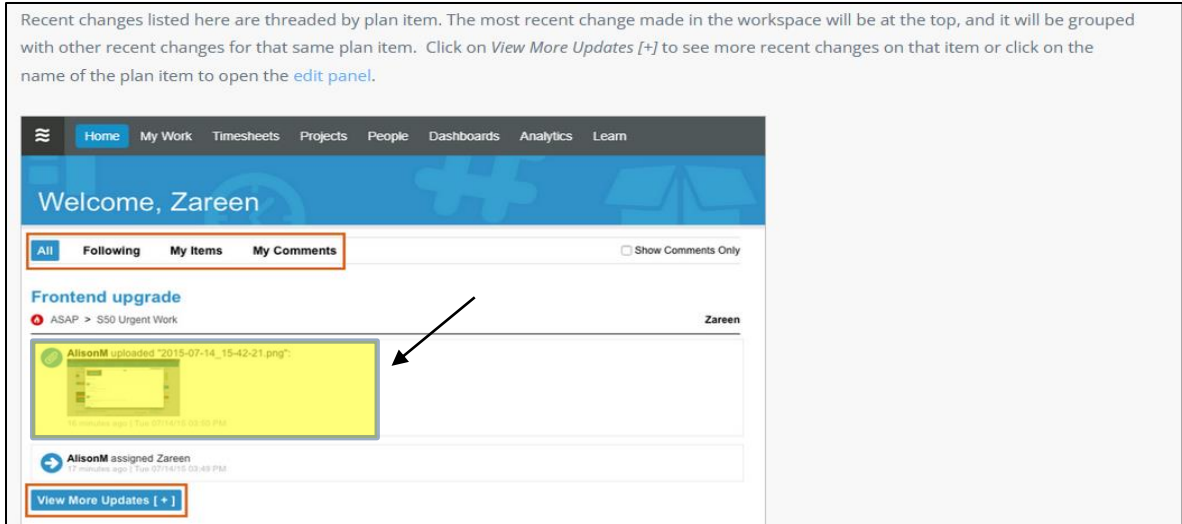
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	VISIBILITY	NOTES
CLIENTS	Sees a client if: <ul style="list-style-type: none"> Access is granted to at least one project for that client 	<ul style="list-style-type: none"> Can associate a project to visible clients Not able to create a new client
PROJECTS	Sees a project if: <ul style="list-style-type: none"> An administrator, manager, or full member grants the restricted member access to the project The restricted member creates the project 	<ul style="list-style-type: none"> Can add a new project and associate it to visible clients Can assign it to any workspace member Projects they create are by default granted projects Being a member of the Project Team does not automatically grant them access to the project
SUB-FOLDERS	Sees a gray sub-folder if: <ul style="list-style-type: none"> It's within a granted project 	<ul style="list-style-type: none"> Can add a sub-folder within a granted project Can assign it to any workspace member
PACKAGES	<ul style="list-style-type: none"> Sees packages only if they contain tasks for a granted project Won't see any other tasks within a package unless the tasks are for a granted project 	<ul style="list-style-type: none"> Can't create or delete packages or backlog packages Can assign existing packages to any workspace member
TASKS, EVENTS, & MILESTONES	Sees a task, event or milestone if: <ul style="list-style-type: none"> It's in a project folder and they have been granted access It's in the Inbox and they are an owner (even if not associated to a granted project) 	<ul style="list-style-type: none"> Can create tasks, milestones, and events within a granted project Can assign them to any workspace member Can't create them within a package Can track time and submit timesheets for tasks and events within a granted project <p>*See special Inbox rules below*</p>
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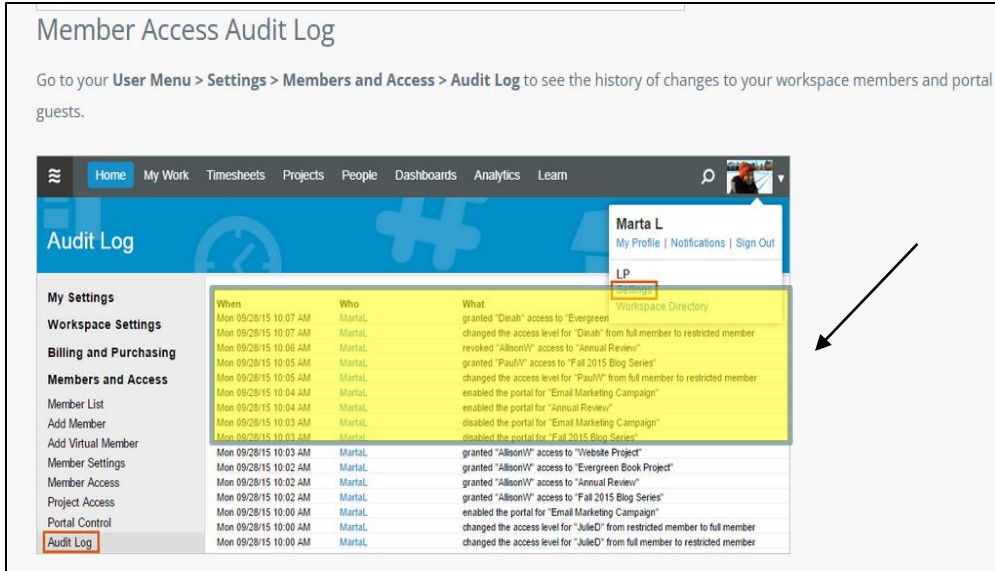
See e.g., <https://www.liquidplanner.com/support/articles/access-rules-for-restricted-members/> (last visited Dec.. 15, 2022)(annotated).

41. The '644 Accused Instrumentalities allow the first user to approve or disapprove modifications to the collaborative document with features that allow a modification or delete a change unacceptable to the first user. For example, in the '644 Accused Instrumentalities, based on a user's Access Level, a user's changes to the shared Project are visible as approved, as shown below:



See e.g., <https://www.liquidplanner.com/support/articles/change-history/> (last visited Dec. 16, 2022)(annotated).

42. The '644 Accused Instrumentalities allows storing identifying information of users who approved or disapproved modifications to the document. For example, the '644 Accused Instrumentalities provide an "Audit Log" of edits and modifications to a Project, which make up projects in LiquidPlanner, and also provides identification of the first user and second user that make modifications to the collaborative document as shown below:



See e.g., <https://www.liquidplanner.com/support/articles/change-history/> (last visited Dec. 16, 2022)(annotated).

43. Defendant has had actual knowledge of the '448 Patent since on or about June 15, 2021, the date on which Defendant received notice from Plaintiffs that its activities infringed the '448 Patent.

44. Plaintiff has suffered, and continues to suffer, damages as a result of Defendant's infringement of the '644 Patent.

45. Defendant has continued to infringe the '644 Patent since at least June 15, 2021 (the date on which Defendant received Plaintiff's June 10, 2021, notice letter), despite being on notice of the '644 Patent and its infringement. Defendant has therefore infringed the '644 Patent knowingly, willfully, deliberately, and in disregard of Plaintiff's patent rights since at least June 10, 2021 (the date on which Defendant received Plaintiff's June 10, 2021, notice letter), at least by infringing with actual knowledge of its direct infringement or while remaining willfully blind

to the fact of its direct infringement. As a result of at least this conduct, Plaintiffs are entitled to enhanced damages under 35 U.S.C. § 284 and to attorneys' fees and costs under 35 U.S.C. § 285.

46. Plaintiff reserves the right to modify its infringement theories as discovery progresses in this case. Plaintiff shall not be estopped for purposes of its infringement contentions or its claim constructions by the foregoing discussions on how the '644 Accused Instrumentalities infringe the '644 Patent. Plaintiffs intend only that the foregoing discussions satisfy the notice requirements of Rule 8(a)(2) of the Federal Rule of Civil Procedure, and that they should not be construed as Plaintiff's preliminary or final infringement contentions or preliminary or final claim construction positions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment for itself and against Defendant as follows:

- a. A judgment that Defendant has infringed, and continues to infringe, one or more claims of each of the Asserted Patents;
- b. A judgment that Defendant has willfully infringed one or more claims of each of the Asserted Patents;
- c. A judgment awarding Plaintiff all damages adequate to compensate for Defendant's infringement, and in no event less than a reasonable royalty for Defendant's acts of infringement, including all pre-judgment and post-judgment interest at the maximum rate allowed by law;
- d. A judgment awarding Plaintiff treble damages pursuant to 35 U.S.C. § 284 as a result of Defendant's willful conduct;
- e. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding Plaintiff its reasonable attorneys' fees; and

f. A judgment awarding Plaintiff such other relief as the Court may deem just and equitable.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury of this action.

Dated: January 1, 2023

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/s/ Timothy Devlin

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