

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

YILLIO, INC.,	)	
	)	
Plaintiff,	)	Civil Action No. 3:24-cv-1178
	)	
v.	)	
	)	<b>JURY TRIAL DEMAND</b>
UBER TECHNOLOGIES, INC.,	)	
	)	
Defendant.	)	
	)	

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Yillio, Inc. (“Yillio” or “Plaintiff”) files this Complaint for Patent Infringement and Demand for Jury Trial against Uber Technologies, Inc. (“Uber” or “Defendant”) for infringement of United States Patent Nos. 8,285,696 (“the ’696 Patent”), 8,650,176 (“the ’176 Patent”), and 8,943,037 (“the ’037 Patent”) (collectively the “Patents-in-Suit”).

**THE PARTIES**

1. Yillio is a corporation organized and existing under the laws of North Carolina and located at 6325 Falls of Neuse Rd., #35-242, Raleigh, North Carolina 27615.

2. Upon information and belief, Defendant Uber is a company organized and existing under the laws of Delaware. Defendant has offices in Texas, located at 1801 N Lamar St, Dallas, TX 75202. Defendant is registered to conduct business in

Texas and may be served with process through its registered agent, CT Corporation System, at 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

### **JURISDICTION AND VENUE**

3. This is an action for patent infringement arising under the patent laws of the United States, Title 35, United States Code, including 35 U.S.C. §§ 154, 271, 281, and 283-285.

4. This Court has exclusive subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338.

5. Uber is subject to the general and specific personal jurisdiction of this Court, based upon its regularly conducted business in the State of Texas and in the Northern District of Texas (“District”), including conduct giving rise to this action.

6. Uber has conducted and does conduct business within the State of Texas.

7. Uber has committed, and continues to commit, acts of infringement in this District, has conducted business in this District, and/or has engaged in continuous and systematic activities in this District.

8. This Court has personal jurisdiction over Uber at least because Uber has made, used, offered to sell, sold, or put into service the accused products, systems, or services within the District, thus committing acts of infringement within the District, and placed infringing products, systems, or services into the stream of

commerce knowing or understanding that such products, systems, or services would be used in the United States, including in the Northern District of Texas. Uber, thus, has committed and continues to commit acts of infringement in this District by, among other things, offering to sell, selling products and/or services, and/or using services that infringe the Asserted Patents.

9. This Court likewise has personal jurisdiction over Uber at least because Uber has committed acts within this District giving rise to this action and has established minimum contacts with this forum such that the exercise of jurisdiction over Uber would not offend traditional notions of fair play and substantial justice.

10. This Court has specific personal jurisdiction over Uber in this action pursuant to due process and the Texas Long Arm Statute, because the claims asserted herein arise out of or are related to Uber's voluntary contacts with this forum, such voluntary contacts including but not limited to: (i) at least a portion of the actions complained of herein; (ii) purposefully and voluntarily placing one or more Accused Products into this District and into the stream of commerce with the intention and expectation that they will be purchased and used by customers and consumers in this District; or (iii) regularly doing or soliciting business, engaging in other persistent courses of conduct, or deriving substantial revenue from goods and services, including the Accused Products.

11. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1400(b).

12. Uber is registered to do business in Texas, and upon information and belief, Uber has transacted business in this District and has committed acts of direct and indirect infringement in this District.

13. Uber has a regular and established place of business in this District, including an office located at 2500 Pacific Avenue, Dallas, Texas 75226.

14. Uber offers its products and/or services, including those accused herein of infringement, to customers and potential customers located in Texas and in this District.

### **YILLIO'S INNOVATION IN SOCIAL CONTEXTUAL AD PLATFORMS**

15. Yillio specializes in the development of social GPS software that helps people discover, save and share favorite places and deals along their travel routes.

16. At the core of Yillio's technology portfolio, including the Patents-in-Suit, is the capability to, via a mapping application, allow users to search along a travel route and find businesses that they might be interested in visiting along the route, together with a platform that enables businesses to purchase advertising and provide coupons or specials to users along a specific route as well. Such innovative technology has allowed for the targeting of advertisements to users' interests, which leads to increased engagement and vendor profits.

17. Yillio provides the Yillio App, based on the technology embodied by the Patents-in-Suit, which provides route-based point-of-interest searches and the

ability for businesses to create advertisements tied to the user experience along the route.

The screenshot displays the Yillio website interface. At the top, there are two main sections: 'Merchant Login' with a 'Login' button and 'Download the App' with a 'GET IT ON Google Play' button. Below this is a section titled 'WHAT IS YILLIO®?' which includes a paragraph describing the platform as a social GPS and a 'patented platform' that targets ads to users' interests. To the left of the text is a map showing a route with a 'New Route' overlay. To the right is a 'Yillio Highlights' list. At the bottom right of the screenshot is a red box with patent statistics.

**Merchant Login**  
Add data or place an ad  
[Login](#)

**Download the App**  
Visit the app stores and download the Yillio® app for free!  
[GET IT ON Google Play](#)

## WHAT IS YILLIO®?

Yillio changes the way mobile consumers find and connect with businesses via a first-to-market social contextual ad platform. YILLIO® is a social GPS helping everyone discover, save and share favorite places and deals along their routes. In real-time, merchants share specials, promotions, coupons, events, and gas prices so each person (user) can see what's happening along the way and where they may want to stop.

The [patented platform](#) is a proven revenue generator built to take advantage of the 25+ million travel routes mobile consumers create every day. The innovative technology targets ads to users' interests leading to increased engagement and vendor profits.

**Yillio Highlights:**

- Breakthrough social contextual ad platform
- Owns [patent](#) controlling access to route-based advertising
- Native ad support
- Social GPS
- Proven revenue generator
- Location-targeted advertising
- [Spanish language](#) version
- Artificial intelligence enabled

US PATENTS  
8,285,696  
8,650,176  
8,943,037

<https://www.yillio.com/> (last accessed April 23, 2024).

## THE '696 PATENT

18. Yillio is the owner, by assignment from the inventors Michael Wanyo and Vadim Droznin (by way of RouteCentric, Inc.), of all right, title, and interest in and to United States Patent No. 8,285,696 (“the ’696 Patent”), entitled “Apparatus and methods for providing route-based advertising and vendor-reported business information over a network,” including the right to sue for and recover damages for all past, present, and future infringement. A true and correct copy of the ’696 Patent is attached to this Complaint at Exhibit A (*Appx. 003 -049*).

19. The '696 Patent issued from U.S. Patent Application Serial No. 11/761,202.

20. The '696 Patent claims the benefit of U.S. Patent Application Serial No. 60/812,464, filed on June 9, 2006.

21. The Patent Office issued the '696 Patent on October 9, 2012, after a full and fair examination.

22. The '696 Patent is valid and enforceable.

23. The '696 Patent relates to a method of providing information about vendors to a user based on information extracted from a database on the basis of geographic proximity to a travel route identified by the user.

24. The inventors of the '696 Patent identified a problem in the prior art of methods for obtaining fuel prices by searching outdated databases based on a specific location such as zip code or street address.

25. The '696 Patent provides several advantages over the prior art, such as providing the ability to display business information depending upon specified distances from a contemplated route.

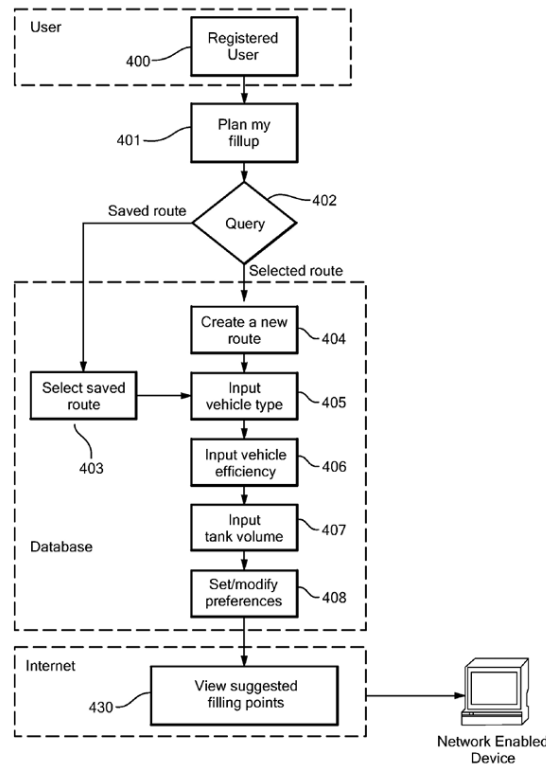


FIG. 4

26. The '696 Patent describes and claims a specific method that involves using a travel route supplied by a user and then accessing a database of self-reported business information, based upon the geography of the travel route, which then provides to the user certain advertisements specified by the business. The method further provides for a vendor interface through which the self-reporting businesses can provide their geographic location, advertising budget, and other targeted advertising information.

27. A person of ordinary skill in the art at the time of the invention would have recognized that methods claimed in the '696 Patent were, at the time of the

invention, unconventional and describe a method of advertising by proximity to a travel route and based on a database of information and parameters selected by the user that, at the time of the invention, was not routine.

28. A person of ordinary skill in the art at the time of the invention would have understood that, at the time of the invention, there was no conventional manner in which to provide advertising to a user that was based on proximity to a travel route. Instead, a person of ordinary skill in the art would recognize that, at the time of the invention, business information had been searchable by area only and not by proximity to a route. Furthermore, a skilled artisan would recognize that, at the time of the invention, vendors were not able to advertise based on distance from a user's route.

29. The '696 Patent provides technical solutions to these problems not solved in the prior art by, among other things, querying a database, extracting information, receiving a route request, and displaying results based on various factors such as distance from the route and advertising budget.

30. Claim 1 of the '696 Patent reads:

1. A method of providing business information and advertising to a user, the method comprising:
  - (a) receiving from the user a query identifying a contemplated route;
  - (b) accessing a computer database of self-reported business information from vendors, each vendor having an identified geographic location, wherein the self-reported business information has been previously supplied by the vendors through a vendor interface and stored in the database; and
  - (c) providing to the user, via a server accessible over a network, information from the database concerning the business information of a set of vendors extracted



- from the database on the basis of geographic proximity to the route identified by the user and wherein the vendor interface is configured so that each vendor can also specify an advertising budget; and
- (d) providing to the user, over the network, in response to the query, advertising from the set of vendors based, at least in part, on data retrieved from the database and based on advertising budgets supplied by the set of vendors.

### **THE '176 PATENT**

31. Yillio is the owner, by assignment from the inventors Michael Wanyo and Vadim Droznin (by way of RouteCentric, Inc.), of all right, title, and interest in and to United States Patent No. 8,650,176 (the "'176 Patent"), entitled "Apparatus and methods for providing route-based advertising and vendor-reported business information over a network," including the right to sue for and recover damages for all past, present, and future infringement. A true and correct copy of the '176 Patent is attached to this Complaint at Exhibit B (*Appx. 050 – 095*).

32. The '176 Patent issued from U.S. Patent Application No. 13/623,936, filed on September 21, 2012.

33. The '176 Patent is a continuation of the '696 Patent.

34. The '176 Patent claims the benefit of U.S. Patent Application Serial No. 60/812,464, filed on June 9, 2006.

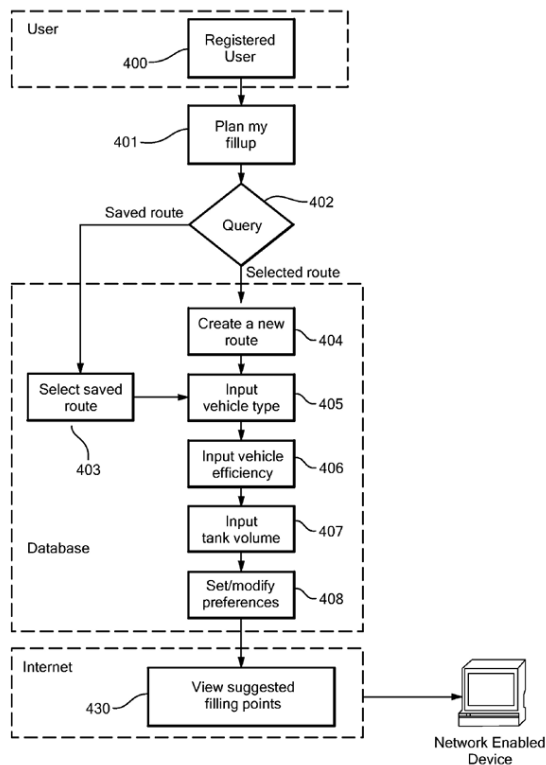
35. The Patent Office issued the '176 Patent on February 11, 2014, after a full and fair examination.

36. The '176 Patent is valid and enforceable.

37. The '176 Patent relates to a method of providing information about vendors to a user based on information extracted from a database on the basis of geographic proximity to a travel route identified by the user.

38. The inventors of the '176 Patent identified a problem in the prior art of methods for obtaining fuel prices by searching outdated databases based on a specific location such as zip code or street address.

39. The '176 Patent provides several advantages over the prior art, such as providing the ability to display business information depending on specified distances from a contemplated route.



**FIG. 4**

40. The '176 Patent describes and claims a specific method that involves using a travel route supplied by a user and then accessing a database of self-reported business information, based upon the geography of the travel route, which then provides to the user certain advertisements specified by the business. The method further provides for a vendor interface through which the self-reporting businesses can provide their geographic location, advertising budget, and other targeted advertising information and bases the pricing of advertisements, at least in part, on the vendor's geographic location from the planned travel route.

41. A person of ordinary skill in the art at the time of the invention would have recognized that methods claimed in the '176 Patent were, at the time of the invention, unconventional and describe a method of advertising by proximity to a travel route and based on a database of information and parameters selected by the user that, at the time of the invention, was not routine.

42. A person of ordinary skill in the art at the time of the invention would have understood that, at the time of the invention, there was no conventional manner in which to provide advertising to a user that was based on proximity to a travel route. Instead, a person of ordinary skill in the art would recognize that, at the time of the invention, business information had been searchable by area only and not by proximity to a route. Furthermore, a skilled artisan would recognize that, at the time

of the invention, vendors were not able to advertise based on distance from a user's route.

43. The '176 Patent provides technical solutions to these problems not solved in the prior art by, among other things, querying a database, extracting information, receiving a route request, and displaying results based on various factors such as distance from the route and advertising budget.

44. Claim 1 of the '176 Patent reads:

1. A method of providing advertising to a user over a network, the method comprising:
  - (a) receiving from the user a query identifying a contemplated route;
  - (b) accessing a computer database of self-reported business information from vendors, each vendor having an identified geographic location, wherein the self-reported business information has been previously supplied by the vendors through a vendor interface and stored in the database; and
  - (c) providing to the user, over the network, information from the database concerning the business information of a set of vendors extracted from the database on the basis of geographic proximity to the route identified by the user;
  - (d) providing to the user, over the network in response to the query, advertising from the set of vendors based, at least in part, on data retrieved from the database; and
  - (e) pricing the advertising based, at least in part, on distance of each vendor's geographic location from the contemplated route.

#### **THE '037 PATENT**

45. Yillio is the owner, by assignment from the inventors Michael Wanyo and Vadim Drznin (by way of RouteCentric, Inc.), of all right, title, and interest in and to United States Patent No. 8,943,037 (the "'037 Patent"), entitled "Apparatus and methods for providing route-based advertising and vendor-reported business information over a network," including the right to sue for and recover damages for

all past, present, and future infringement. A true and correct copy of the '037 Patent is attached to this Complaint at Exhibit C (*Appx. 096 – 142*).

46. The '037 Patent issued from U.S. Patent Application No. 14/175,568, filed on February 7, 2014.

47. The '037 Patent is a continuation of application No. 13/623,936, filed on September 21, 2012, which became the '176 Patent, which in turn is a continuation of application No. 11/761,02, filed on June 11, 2007, which became the '696 Patent.

48. The Patent Office issued the '037 Patent on January 27, 2015, after a full and fair examination.

49. The '037 Patent is valid and enforceable.

50. The '037 Patent relates to a method of providing information about vendors to a user based on information extracted from a database on the basis of geographic proximity to a travel route identified by the user.

51. The inventors of the '037 Patent identified a problem in the prior art of methods for obtaining fuel prices by searching outdated databases based on a specific location such as zip code or street address.

52. The '037 Patent provides several advantages over the prior art such as providing the ability to display business information depending on specified distances from a contemplated route.

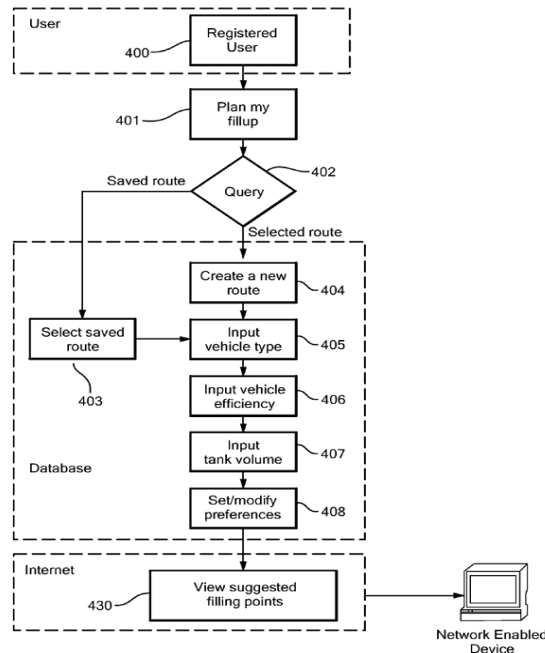


FIG. 4

53. The '037 Patent describes and claims a specific method that involves using a travel route supplied by a user and then accessing a database of self-reported business information, based upon the geography of the travel route, which then provides to the user certain advertisements specified by the business. The method further provides for a vendor interface through which the self-reporting businesses can provide their geographic location, advertising budget, and other targeted advertising information and bases the pricing of advertisements, at least in part, on the vendor's geographic location from the planned travel route.

54. A person of ordinary skill in the art at the time of the invention would have recognized that methods claimed in the '037 Patent were, at the time of the invention, unconventional and describe a method of advertising by proximity to a

travel route and based on a database of information and parameters selected by the user that, at the time of the invention, was not routine.

55. A person of ordinary skill in the art at the time of the invention would have understood that, at the time of the invention, there was no conventional manner in which to provide advertising to a user that was based on proximity to a travel route. Instead, a person of ordinary skill in the art would recognize that, at the time of the invention, business information had been searchable by area only and not by proximity to a route. Furthermore, a skilled artisan would recognize that, at the time of the invention, vendors were not able to advertise based on distance from a user's route.

56. The '037 Patent provides technical solutions to these problems not solved in the prior art by querying a database, extracting information, receiving a route request, and displaying results based on various factors, such as distance from the route and advertising budget.

57. Claim 1 of the '037 Patent reads:

1. A method of providing advertising to a user or community of users over a network, the method comprising:
  - (a) receiving from the user a query identifying a contemplated route;
  - (b) accessing a computer database of self-reported business information from vendors, each vendor having an identified geographic location, wherein the self-reported business information has been previously supplied by the vendors through an interface and stored in the database, wherein the interface is configured so that each vendor can also specify an advertising budget;
  - (c) providing to the user or community, over the network, information from the database concerning the business information of a set of vendors extracted

- from the database on the basis of geographic proximity to the route identified by the user; and
- (d) providing to the user or community, over the network in response to the query, advertising from the set of vendors based, at least in part, on data retrieved from the database and on advertising budgets supplied by the set of vendors.

### **UBER**

58. Uber is a multinational transportation and technology company that provides ride-hailing services, food delivery, freight and courier services.

59. Uber is the largest ridesharing company in the world with over 150 million monthly active users.

60. Uber provides, in addition to its Uber ridesharing service, Uber Eats, which is an online food ordering and delivery platform that operates in over 6,000 cities worldwide.

61. Uber's implementation of these patented technologies in its Uber and Uber Eats services (the Accused Products) has, on information and belief, significantly contributed to its efficiency and ability to sign up restaurants and end users to its services.

62. Uber has been aware of Yillio and the Patents-in-Suit since at least as early as the filing of this Complaint.

63. The financial gains accrued by Uber through the use of Yillio's patented technology have been substantial, providing Uber with competitive advantages in the retail market.



64. The benefits reaped by Uber through the exploitation of Yillio's intellectual property have resulted in corresponding harm to Yillio. This harm includes but is not limited to lost business opportunities, revenue, and diminution of the value of its patented technology.

65. This case is filed to address and seek redress for the unauthorized use of Yillio's patented technology by Uber the Accused Products, which has led to significant commercial gains for Uber at the expense of Yillio's proprietary rights and investments.

## **COUNT I**

### **(DIRECT PATENT INFRINGEMENT OF THE '696 PATENT)**

66. Yillio repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

67. Uber has made, used, offered for sale, and sold in the United States, products and systems that directly infringe the '696 Patent, including the Accused Products.

68. The Accused Products receive a user query identifying a contemplated route, such as a user being able to see restaurants or merchants along a route when hailing a ride or ordering food through Uber Eats.

69. The Accused Products access a computer database of self-reported business information from vendors, each vendor having an identified geographic

location, wherein the self-reported business information has been previously supplied by the vendors through a vendor interface stored in the database. For example, the Accused Products provide a sign-up web page for its restaurant partners wherein the restaurants provide self-reported information, such as geographic location, which is stored in a computer database. The Accused Products access this database of self-reported vendor information.

70. The Accused Products provide to the user, via a server accessible over a network, information from the database concerning the business information of a set of vendors extracted from the database on the basis of geographic proximity to the route identified by the user and wherein the vendor interface is configured so that each vendor can also specify an advertising budget. For example, when a user hails a ride or orders food on Uber Eats, the Accused Products access the database of restaurant or merchant information via a server concerning business information of the restaurant or merchant, such as store hours, menus, prices, and specials. The Vendor can specify to Uber an advertising budget.

71. The Accused Products provide to the user, over the network, in response to the query, advertising from the set of vendors based, at least in part, on data retrieved from the database and based on advertising budgets supplied by the set of vendors.

72. Uber has directly infringed the '696 Patent in violation of 35 U.S.C. § 271(a) by making, using, offering for sale, selling, and/or operating the Accused Products that embody the patented inventions of at least Claim 1 of the '696 Patent.

73. The Accused Products satisfy each and every element of the asserted claim of the '696 Patent, either literally or under the doctrine of equivalents.

74. Uber's infringing activities are and have been without authority or license under the '696 Patent.

75. As a direct and proximate result of Uber's infringement of the '696 Patent, Yillio has suffered and will continue to suffer damage.

76. Yillio is informed and believes, and on that basis alleges, that Uber has been aware of the '696 Patent and its infringement thereof at least since the filing of this Complaint. Despite this knowledge, Uber has continued to use the Accused Products.

## **COUNT II**

### **(INDUCED PATENT INFRINGEMENT OF THE '696 PATENT)**

77. Yillio repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

78. Uber is liable for indirect infringement under 35 U.S.C. § 271(b) of at least one claim of the '696 Patent, since at least as early as the filing of this

Complaint, because it knowingly induces, aids, and directs others to use the Accused Products in a manner that infringes the '696 Patent.

79. Uber's use of the Accused Products demonstrates specific intent to induce infringement of the '696 Patent. Uber encourages, directs, aids, and abets the use and operation of the Accused Products in a manner that infringes the '696 Patent.

80. Uber's knowledge of the '696 Patent, combined with its ongoing use of the Accused Products, demonstrates Uber's knowledge of, and intent that the Accused Products be used in a manner that infringes, the '696 Patent.

81. Uber's actions and the manner in which the Accused Products are used, consistent with Uber's promotions and instructions, demonstrate Uber's specific intent to induce infringement of the '696 Patent.

82. Yillio is informed and believes, and on that basis alleges, that Uber knew or was willfully blind to the fact that it was inducing others, including its customers and staff, to infringe by practicing, either themselves or in conjunction with Uber, one or more claims of the '696 Patent.

83. As a direct and proximate result of Uber's induced infringement of the '696 Patent, Yillio has suffered and will continue to suffer damage.

84. Yillio is entitled to recover from Uber compensation in the form of monetary damages suffered as a result of Uber's infringement in an amount that

cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court.

### **COUNT III**

#### **(DIRECT INFRINGEMENT OF THE '176 PATENT)**

85. Yillio repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs.

86. Uber has made, used, offered for sale, and sold in the United States, products and systems that directly infringe the '176 Patent, including the Accused Products.

87. The Accused Products provide advertising to a user over a network as claimed in the '672 Patent.

88. The Accused Products receive a user query identifying a contemplated route, such as a user being able to see restaurants or merchants along a route when hailing a ride or ordering food through Uber Eats.

89. The Accused Products access a computer database of self-reported business information from vendors, each vendor having an identified geographic location, wherein the self-reported business information has been previously supplied by the vendors through a vendor interface stored in the database. For example, the Accused Products provide a sign-up web page for its restaurant partners wherein the restaurants provide self-reported information, such as geographic

location, which is stored in a computer database. The Accused Products access this database of self-reported vendor information.

90. The Accused Products provide to the user, via a server accessible over a network, information from the database concerning the business information of a set of vendors extracted from the database on the basis of geographic proximity to the route identified by the user. For example, when a user hails a ride or orders food on Uber Eats, the Accused Products access the database of restaurant or merchant information via a server concerning business information of the restaurant or merchant, such as store hours, menus, prices, and specials.

91. The Accused Products provide to the user, over the network in response to the query, advertising from the set of vendors based, at least in part, on data retrieved from the database. For example, Uber Eats provides specials and discounted delivery rates to a user based on information retrieved from the database and in response to the user's query.

92. The Accused Products price the advertising based, at least in part, on distance of each vendor's geographic location from the contemplated route.

93. The Accused Products satisfy each and every element of the asserted claim of the '176 Patent, either literally or under the doctrine of equivalents.

94. Uber's infringing activities are and have been without authority or license under the '176 Patent.

95. As a direct and proximate result of Uber's infringement of the '176 Patent, Yillio has suffered and will continue to suffer damage.

96. Yillio is informed and believes, and on that basis alleges, that Uber has been aware of the '176 Patent and its infringement since at least the filing of this Complaint. Despite this knowledge, Uber has continued to use the Accused Products.

#### **COUNT IV**

#### **(INDUCED PATENT INFRINGEMENT OF THE '176 PATENT)**

97. Yillio repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

98. Uber is liable for indirect infringement under 35 U.S.C. § 271(b) of at least one claim of the '176 Patent, since at least as early as the filing of this Complaint, because it knowingly induces, aids, and directs others to use the Accused Products in a manner that infringes the '176 Patent.

99. Uber's use of the Accused Products demonstrates specific intent to induce infringement of the '176 Patent. Uber encourages, directs, aids, and abets the use and operation of the Accused Products in a manner that infringes the '176 Patent.

100. Uber's actions and the manner in which the Accused Products are used, consistent with Uber's promotions and instructions, demonstrate Uber's specific intent to induce infringement of the '176 Patent.

101. Yillio is informed and believes, and on that basis alleges, that Uber knew or was willfully blind to the fact that it was inducing others, including its customers and staff, to infringe by practicing, either themselves or in conjunction with Uber, one or more claims of the '176 Patent.

102. As a direct and proximate result of Uber's induced infringement of the '176 Patent, Yillio has suffered and will continue to suffer damage.

103. Yillio is entitled to recover from Uber compensation in the form of monetary damages suffered as a result of Uber's infringement in an amount that cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court.

#### **COUNT V**

#### **(DIRECT INFRINGEMENT OF THE '037 PATENT)**

104. Yillio repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs.

105. Uber has made, used, offered for sale, and sold in the United States, products and systems that directly infringe the '037 Patent including the Accused Products.

106. The Accused Products embody a method of providing advertising to a user or community of users over a network as claimed in the '037 Patent.



107. The Accused Products receive a user query identifying a contemplated route, such as a user being able to see restaurants or merchants along a route when hailing a ride or ordering food through Uber Eats.

108. The Accused Products access a computer database of self-reported business information from vendors, each vendor having an identified geographic location, wherein the self-reported business information has been previously supplied by the vendors through a vendor interface stored in the database. For example, the Accused Products provide a sign-up web page for its restaurant partners wherein the restaurants provide self-reported information, such as geographic location, which is stored in a computer database. The Accused Products access this database of self-reported vendor information. The Accused Products also provide an interface so that a restaurant, for example, can set an advertising budget.

109. The Accused Products provide to the user, via a server accessible over a network, information from the database concerning the business information of a set of vendors extracted from the database on the basis of geographic proximity to the route identified by the user. For example, when a user hails a ride or orders food on Uber Eats, the Accused Products access the database of restaurant or merchant information via a server concerning business information of the restaurant or merchant such as store hours, menus, prices, and specials.

110. The Accused Products provide to the user, or community of users, over the network in response to the query, advertising from the set of vendors based, at least in part, on data retrieved from the database and on advertising budgets supplied by the set of vendors. For example, Uber Eats provides specials and discounted delivery rates to a user based on information retrieved from the database and in response to the user's query and the advertising budget supplied by the restaurant.

111. Uber has directly infringed the '037 Patent in violation of 35 U.S.C. § 271(a) by making, using, offering for sale, selling, and/or operating the Accused Products that embody the patented inventions of at least Claim 1 of the '037 Patent.

112. The Accused Products satisfy each and every element of the asserted claim of the '037 Patent, either literally or under the doctrine of equivalents.

113. Uber's infringing activities are and have been without authority or license under the '037 Patent.

114. As a direct and proximate result of Uber's infringement of the '037 Patent, Yillio has suffered and will continue to suffer damage.

115. Yillio is informed and believes, and on that basis alleges, that Uber has been aware of the '037 Patent and its infringement thereof at least since the filing of this Complaint.

**COUNT VI**

**(INDUCED PATENT INFRINGEMENT OF THE '037 PATENT)**

116. Yillio repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

117. Uber is liable for indirect infringement under 35 U.S.C. § 271(b) of at least one claim of the '037 Patent, since at least as early as the filing of this Complaint, because it knowingly induces, aids, and directs others to use the Accused Products in a manner that infringes the '037 Patent.

118. Uber's use of the Accused Products demonstrates specific intent to induce infringement of the '037 Patent. Uber encourages, directs, aids, and abets the use and operation of the Accused Products in a manner that infringes the '037 Patent.

119. Uber's knowledge of the '037 Patent, combined with its ongoing use of the Accused Products, demonstrates Uber's knowledge of, and intent that the Accused Products be used in a manner that infringes, the '037 Patent.

120. Uber's actions and the manner in which the Accused Products are used in Uber's stores, consistent with Uber's promotions and instructions, demonstrate Uber's specific intent to induce infringement of the '037 Patent.

121. Yillio is informed and believes, and on that basis alleges, that Uber knew or was willfully blind to the fact that it was inducing others, including its

customers and staff, to infringe by practicing, either themselves or in conjunction with Uber, one or more claims of the '037 Patent.

122. As a direct and proximate result of Uber's induced infringement of the '037 Patent, Yillio has suffered and will continue to suffer damage.

123. Yillio is entitled to recover from Uber compensation in the form of monetary damages suffered as a result of Uber's infringement in an amount that cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court.

#### **JURY DEMAND**

Yillio hereby demands a trial by jury of all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

#### **PRAYER FOR RELIEF**

WHEREFORE, Yillio prays for relief against Uber as follows:

- (A) An entry of judgment that Uber has infringed and is directly infringing one or more claims of each of the Patents-in-Suit;
- (B) An entry of judgment that Uber has infringed and is indirectly infringing one or more claims of each of the Patents-in-Suit;
- (C) An order pursuant to 35 U.S.C. § 283 permanently enjoining Uber, its officers, agents, servants, employees, attorneys, and those persons in active concert or participation with it, from further acts of infringement of the Patents-in-Suit;

- (D) An entry of judgment that the Patents-in-Suit are valid and enforceable;
- (E) An order awarding damages sufficient to compensate Yillio for Uber's infringement of the Patents-in-Suit, but in no event less than a reasonable royalty, together with interest and costs;
- (F) A finding that this case against Uber is "exceptional" and an award to Yillio of its costs and reasonable attorneys' fees, as provided by 35 U.S.C. § 285;
- (G) An accounting of all infringing sales and revenues of Uber, together with post-judgment interest and prejudgment interest from the first date of infringement of the '696 Patent, the '176 Patent, and the '037 Patent;  
and
- (H) Such further and other relief as the Court may deem proper and just.

Dated: May 16, 2024

Respectfully submitted,

/s/ David A. Skeels

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