

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**

OPENKEY, INC.,)	
)	
Plaintiff,)	Case No.
)	
v.)	JURY TRIAL DEMANDED
)	
LIBERTY ACCESS TECHNOLOGIES)	
LICENSING LLC,)	
)	
Defendant.)	

COMPLAINT

Plaintiff OpenKey, Inc. (“Plaintiff”), by and through its undersigned counsel, files this Complaint and Jury Demand against Liberty Access Technologies Licensing LLC (“Defendant”), and alleges as follows:

NATURE OF THE ACTION

1. This is an action for declaratory judgment of noninfringement of a United States Patent pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, and the Patent Laws of the United States, 35 U.S.C. §§ 1 *et seq.*

2. Plaintiff seeks declaratory judgment that none of the claims of U.S. Patent Nos. 9,373,205 (the “’205 Patent”), 10,657,747 (the “’747 Patent”), 11,217,053 (the “’053 Patent”), 11,373,474 (the “’474 Patent”), and 11,443,579 (the “’579 Patent”) (collectively, “the Patents”), are infringed by certain software, hardware, and functionality implemented by Plaintiff for mobile access to hotel rooms.

3. Plaintiff seeks this relief because Defendant sued Plaintiff’s customer in a separate lawsuit in the Eastern District of Texas alleging that the customer infringed the Patents by owning, operating, advertising, controlling, selling, and/or offering for sale software, hardware, and

functionality for mobile access to hotel rooms. Defendant's separate lawsuit in the Eastern District of Texas against Plaintiff's customer has placed a cloud over Plaintiff's continuing hospitality business, thereby creating an actual and justiciable controversy between Plaintiff and Defendant.

NATURE OF THE ACTION

4. Plaintiff OpenKey, Inc. is a corporation organized and existing under the laws of Texas and maintains its principal place of business at 14185 Dallas Parkway, Suite 750, Dallas, Texas 75254 (Dallas County).

5. On information and belief, Defendant Liberty Access Technologies Licensing LLC is a limited liability company organized and existing under the laws of Texas and having a principal place of business at 815 Brazos Street, Suite 500, Austin, Texas 78701 (Travis County).

6. On information and belief, Defendant, either directly or through affiliated entities such as Liberty Plugins, Inc., Liberty Access Technologies, and Urban Intel, Inc., began acquiring a family of related patents generally directed towards accessing or unlocking doors using a smart phone application in 2010. Nonetheless, Liberty and its affiliates have asserted its patents against innovators throughout the United States.

JURISDICTION AND VENUE

7. The Court has subject matter jurisdiction over this action pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202; 28 U.S.C. §§ 1331 and 1338; and the Patent Laws of the United States, 35 U.S.C. §§ 1 et seq.

8. The Court has personal jurisdiction over Defendant because Defendant is a U.S. resident and citizen that has "purposefully directed its activities at residents of the forum." *See Synthes (U.S.A.) v. G.M. Dos Reis Jr. Ind. Com de Equip. Medico*, 563 F.3d 1285, 1295 (Fed. Cir. 2009).

9. The Court has specific personal jurisdiction over Defendant because Defendant and its affiliates pursued patent enforcement activities with respect to the Patents and related granted patents, including litigation against entities domestic to this forum. Defendant's enforcement litigation against Virginia-resident Hilton Worldwide Holdings Inc. (Civil Action No. NDIL-1-18-cv-03627),¹ alleging infringement of the '205 Patent and U.S. Patent No. 9,911,258 (the "'258 Patent"), establishes minimum contacts with this forum. *Jack Henry & Assocs., Inc. v. Plano Encryption Techs. LLC*, 910 F.3d 1199, 1204 (Fed. Cir. 2018) (it is undisputed that declaratory judgment defendant "purposefully directed" its allegations of infringement against entities conducting business in the resident forum and those allegations "arise out of or relate" to the defendant's patent licensing activities within the forum). The '205, '258, '747, '053, '474, and '579 patents are part of the same patent family, all directly related through continuation applications, generally cover the same subject matter, and share common specification, inventors, and patent prosecution counsel (*see infra* Background). Furthermore, the due process component of specific jurisdiction is likewise satisfied here where Defendant has "undertaken a licensing program, with threats of litigation, directed to the [hotels] conducting [] activity" in this forum." *Jack Henry*, 910 F.3d at 1205 (further noting that "where a defendant who purposefully has directed his activities at forum residents seeks to defeat jurisdiction, he must present a compelling case that the presence of some other considerations would render jurisdiction unreasonable."). Accordingly, by availing itself of U.S. District Courts to assert the patent rights at issue in this case, Defendant has "engaged in activities related to enforcement or defense of the patent within

¹ Upon information and belief, Hilton Worldwide Holdings Inc. has its principal place of business located at 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. *See* Civil Action No. NDIL-1-18-cv-03627, Dkt. No. 1, ¶ 3 (N.D. Ill. May 23, 2018) ("Ex. 1").

the forum,” making the exercise of specific jurisdiction proper. *See Avocent Huntsville Corp. v. Aten Intern. Co., Ltd.*, 552 F.3d 1324, 1334 (Fed. Cir. 2008).

10. The Court also general personal jurisdiction over Defendant because Defendant and its affiliates have “continuous and systematic” contacts with this forum state through a broad goods and service system generating significant revenue here. *See LSI Industries Inc. v. Hubbell Lighting, Inc.*, 232 F.3d 1369, 1375 (Fed. Cir. 2000). Defendant and its affiliates consented to personal jurisdiction in this forum by conducting business here. *See Mallory v. Norfolk Southern Railway Co.*, 600 U.S. 122 (2023). For instance, Liberty Access Technologies, a division of Liberty Plugins, Inc., both affiliates and agents and/or alter egos of Defendant provide over 1,500 public electric vehicle charging locations throughout this forum state (Ex. 2). And jurisdiction contacts from Defendant’s affiliates, agents, and/or alter egos Liberty Access Technologies and Liberty Plugins, Inc. are imputed on Defendant itself. *See Dainippon Screen Mfg. Co., Ltd. v. CFMT, Inc.*, 142 F.3d 1266 (Fed. Cir. 1998) (defendant argued that a parent company can incorporate a holding company in another state, transfer its patents to the holding company, arrange to have those patents licensed back to itself by virtue of its complete control over the holding company, and threaten its competitors with infringement without fear of being a declaratory-judgment defendant. The Federal Circuit rejected this reasoning, asserted jurisdiction over the patent holding company, and noted that the argument qualified for the court’s “chutzpah” awards); *see also In re Polyester Staple Antitrust Litigation*, 2008 WL 906331 (W.D.N.C. 2008) (nature of decisions made by subsidiary provide evidence of symbiotic relationship between subsidiary and parent company sufficient to find personal jurisdiction); *Johnson-Tanner v. First Cash Financial Services, Inc.*, 239 F. Supp. 2d 34 (D.D.C. 2003) (defendant exercised sufficient degree of control over subsidiary

and there was sufficiently clear unity of interest and ownership that companies cannot be treated as separate and distinct corporate identities).

11. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(1) because, for the purpose of the venue statute, an entity is deemed to reside in any judicial district in which such defendant is subject to the court's personal jurisdiction.

BACKGROUND

12. On information and belief, Liberty and/or its affiliates Liberty PlugIns, Inc. and/or Urban Intel, Inc., are the owners, assignees, and/or exclusive licensees of a family of patents all stemming from U.S. Provisional Pat. Appl. No. 61/309,813, which was filed on March 2, 2010. This family of patents is collectively referred to herein as the "Liberty Access Control Patent Portfolio." Liberty has represented that it is the "exclusive licensee" of the Patents at issue in this case and that Liberty has "all rights to recover for all past, present, and future infringement, including past damages." Ex. 3, ¶¶ 4, 22, 39, 56, 73, 90. Moreover, Liberty has represented that it "possesses all substantial rights" to the Patents. *Id.*

13. On February 22, 2024, Defendant asserted five patents in the Liberty Access Control Patent Portfolio—the Patents—against Wyndham Hotel Group, LLC et al. ("Wyndham") in the Eastern District of Texas in Case No. 2:24-cv-00125. Wyndham is a customer of OpenKey.²

14. On August 18, 2022, Defendant previously asserted three patents in the Liberty Access Control Patent Portfolio—the '205, '747, and '474 patents—against Marriott International, Inc. ("Marriott") in the Eastern District of Texas in Case No. 2:22-cv-00318. The case was

² OpenKey has reasonable apprehension that Defendant may seek to enforce its patents against OpenKey's Virginia-based clients that likewise implement OpenKey's mobile app and digital key solutions. *See e.g.,* The Blackburn Inn in Staunton, Virginia (<https://www.openkey.co/2020/09/17/the-blackburn-inn-conference-center-using-contactless-technology-to-create-a-hygienic-personalized-check-in/>)

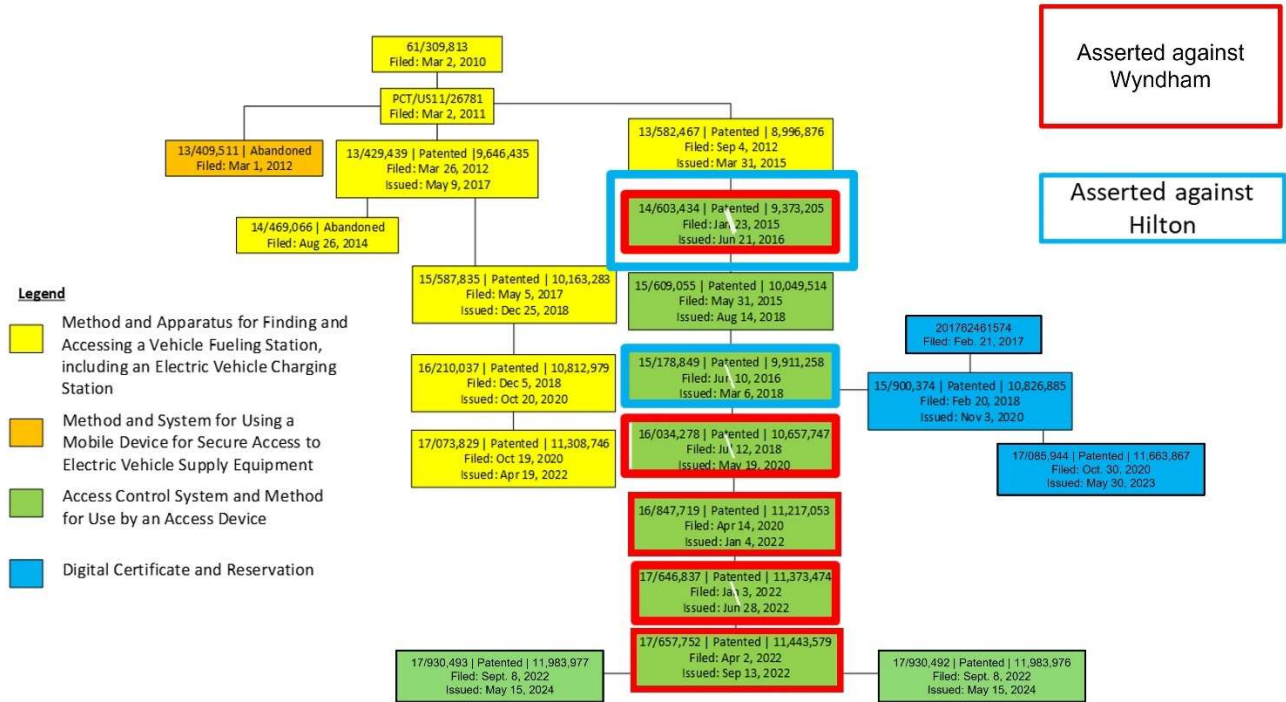
dismissed with prejudice on February 22, 2024.

15. On December 30, 2022, Defendant asserted the same three patents asserted against Marriott—the '205, '747, and '474 patents—against Swedish entities ASSA ABLOY AB, ASSA ABLOY Mobile Services AB, and ASSA ABLOY Global Solutions AB (“ASSA ABLOY”) in the Eastern District of Texas in Case No. 2:22-cv-00507. The case was dismissed with prejudice on December 15, 2023.

16. And prior to that, on May 23, 2018, Defendant asserted two patents in the Liberty Access Control Patent Portfolio—the '205 and '258 patents—against Hilton Worldwide Holdings Inc. in in Case No. 1:18-cv-03627. The case was dismissed with prejudice on January 23, 2019.

17. All of these Patents, including the '205 and '258 patents stem from the same patent application entitled “ACCESS CONTROL SYSTEM AND METHOD FOR USE BY AN ACCESS DEVICE,” and all share a common specification, priority date, and inventors. Exs. 4-8.

18. The following chart shows the relationship between the patents Liberty has asserted against Hilton, Marriott, ASSA ABLOY, and Wyndham—all stemming as continuations of the '205 Patent:



19. The '205 Patent bears the title “ACCESS CONTROL SYSTEM AND METHOD FOR USE BY AN ACCESS DEVICE,” and states that it issued on June 21, 2016. The '205 Patent identifies Chris Outwater and William Gibbens Redmann as its inventors. A copy of the '205 Patent is attached as Ex. 4.

20. The '205 Patent lists “Liberty PlugIns, Inc.” as the assignee. The United States Patent and Trademark Office Assignment Database contains a record of an assignment of the '205 Patent from Liberty PlugIns, Inc. to Urban Intel, Inc., executed February 13, 2020, and recorded March 31, 2021, at Reel/frame 055881/0376.

21. Defendant has represented that it is the exclusive licensee of the '205 Patent with all rights to recover for all past, present, and future infringement, including past damages. *See, e.g.,* Ex. 3, ¶¶ 4, 22.

22. The '747 Patent bears the title “ACCESS CONTROL SYSTEM AND METHOD FOR USE BY AN ACCESS DEVICE,” and states that it issued on May 19, 2020. The '747 Patent

identifies Chris Outwater and William Gibbens Redmann as its inventors. A copy of the '747 Patent is attached as Ex. 5.

23. The '747 Patent lists "Liberty PlugIns, Inc." as the assignee. The United States Patent and Trademark Office Assignment Database contains a record of an assignment of the '747 Patent from Liberty PlugIns, Inc. to Urban Intel, Inc. executed April 19, 2019, and recorded March 31, 2021, at Reel/frame 055881/0376.

24. Defendant has represented that it is the exclusive licensee of the '747 Patent with all rights to recover for all past, present, and future infringement, including past damages. *See, e.g.*, Ex. 3, ¶¶ 4, 39.

25. The '053 Patent bears the title "ACCESS CONTROL SYSTEM AND METHOD FOR USE BY AN ACCESS DEVICE," and states that it issued on January 4, 2022. The '053 Patent identifies Chris Outwater and William Gibbens Redmann as its inventors. A copy of the '053 Patent is attached as Ex. 6.

26. The '053 Patent lists "Liberty PlugIns, Inc." as the assignee. The United States Patent and Trademark Office Assignment Database contains a record of an assignment of the '053 Patent from Liberty PlugIns, Inc. to Urban Intel, Inc. executed April 19, 2019, and recorded February 4, 2022, at Reel/frame 058894/0127.

27. Defendant has represented that it is the exclusive licensee of the '053 Patent with all rights to recover for all past, present, and future infringement, including past damages. *See, e.g.*, Ex. 3, ¶¶ 4, 73.

28. The '474 Patent bears the title "ACCESS CONTROL SYSTEM AND METHOD FOR USE BY AN ACCESS DEVICE," and states that it issued on June 28, 2022. The '474 Patent

identifies Chris Outwater and William Gibbens Redmann as its inventors. A copy of the '474 Patent is attached as Ex. 7.

29. The '474 Patent lists "Urban Intel, Inc." as the assignee. The United States Patent and Trademark Office Assignment Database contains a record of an assignment of the '474 Patent from Liberty PlugIns, Inc. to Urban Intel, Inc. executed April 19, 2019, and recorded February 4, 2022, at Reel/frame 058894/0127.

30. Defendant has represented that it is the exclusive licensee of the '474 Patent with all rights to recover for all past, present, and future infringement, including past damages. *See, e.g.*, Ex. 3, ¶¶ 4, 90.

31. The '579 Patent bears the title "ACCESS CONTROL SYSTEM AND METHOD FOR USE BY AN ACCESS DEVICE," and states that it issued on September 13, 2022. The '579 Patent identifies Chris Outwater and William Gibbens Redmann as its inventors. A copy of the '579 Patent is attached as Ex. 8.

32. The '579 Patent lists "Urban Intel, Inc." as the assignee. The United States Patent and Trademark Office Assignment Database contains a record of an assignment of the '579 Patent from Liberty PlugIns, Inc. to Urban Intel, Inc. executed April 19, 2019, and recorded April 2, 2022, at Reel/frame 059479/0583.

33. Defendant has represented that it is the exclusive licensee of the '579 Patent with all rights to recover for all past, present, and future infringement, including past damages. *See, e.g.*, Ex. 3, ¶¶ 4, 56.

34. Further yet, upon information and belief, Liberty and its agents, affiliates, and alter egos, unfortunately intentionally withheld from the Patent Office material information related to the alleged patentability of the Patents. *Therasense, Inc. v. Becton, Dickinson and Co.*, 649 F.3d

1276, 1287 (Fed. Cir. 2011) (“To prevail . . . the accused infringer must prove that the applicant misrepresented or omitted material information with the specific intent to deceive the PTO.”); *see also Intercontinental Great Brands LLC v. Kellogg N. Am. Co.*, 869 F.3d 1336, 1342 (Fed. Cir. 2017) (applying the *Therasense* standard when the subject patent was undergoing reexamination).

35. The prosecution histories of the Patents show that Liberty, its affiliate, Urban Intel, Inc. (the apparent owner of the asserted patents), the alleged inventors (Chris Outwater and William Gibbens Redmann), and the Virginia-based prosecuting attorneys at Kasha Law LLC, John and Kelly Kasha, must have known about material prior art and withheld that art from the Patent Office, at least during the reexamination of the ’205 Patent filed by Urban Intel (Reexamination No. 96/000,367).

36. John Kasha and Kelly Kasha, who prosecuted the ’205 Patent (the ultimate parent for these Patents), as well as its alleged inventors, Chris Outwater and William Gibbens Redmann, intentionally and knowingly failed to disclose material information during the prosecution of the ’205 Patent in violation of the duty of candor owed to the Patent Office. Had any one of these individuals disclosed this information as required, the ’205 Patent would not have survived reexamination.

37. On October 18, 2018, during prosecution of the application that would become the ’747 Patent, Urban Intel, through its attorney Kelly Kasha, filed an information disclosure statement (IDS) that listed 40 prior art references, including U.S. Patent. Pub. Nos. 2009/0184801, 2010/0141381; and WO 2008/076074, which all name Olle Bliding as an inventor (collectively, the “Bliding References”). Ex. 9 at 82-88.³ The same IDS also disclosed a secondary reference,

³ On July 20, 2020, during prosecution of the application that would become the ’053 Patent, Urban Intel, through its Kasha attorneys likewise filed a similar IDS including the Bliding and Robertson References.

U.S. Patent Pub. No. 2010/0201536 to Robertson, et al. (“Robertson”, referred to collectively with the “Bliding References” as the “Bliding and Robertson References”), which similarly disclosed claimed features in the ’205 Patent. *Id.* at 83. While Kelly Kasha signed the certification statement associated with the filing of these references, her knowledge of these references is also reasonably imputed to John Kasha, as they are the only attorneys listed on the website of their law firm (<https://sites.google.com/a/kashalaw.com/www/home>), both have participated extensively in the prosecution of the Patents, and both Kelly and John Kasha signed statements during the prosecution of the reissue ’205 Patent application, from which the ’747 Patent was a continuation. *See, e.g.*, Ex. 10 at 22-64 (Corrected Request for Supplemental Examination of U.S. Patent No. 9,373,205 signed by John Kasha), 98-100 (Request for Supplemental Examination Transmittal Form, signed by Kelly Kasha, with Part B Attachment).

38. The Bliding and Robertson References are material to all the claims of the Patents because they teach all of the elements of the ’205 Patent, from which the ’747, ’053, ’474 Patent, and ’579 Patents are continuations, including both (1) the core limitations involving using a “reservation certificate” comprising ordinary information about the reservation to activate a door lock, and (2) the additional limitations directed towards comparing the interval of the reservation to the “reservation certificate” in determining whether to activate a door lock (the “temporal limitations”). *See Therasense, Inc. v. Becton, Dickinson & Co.*, 649 F.3d at 1288-92; *see, e.g.*, Bliding at p. 6, lines 1-6, 30-34 (explaining that “access defining data” may include “temporal data” and that matching data is a “requisite” for granting access); p. 12, lines 21-26 (explaining that “temporal data . . . defines one or more time frames during which access is permitted”); p. 18, lines 16-20 (explaining the interval during which a user may be allowed access through the lock device). Further emphasizing Bliding’s materiality, combining the references, while permissible,

is not even required because each reference, on its own, teaches the claimed elements of the '205 Patent. *See Regeneron Pharms., Inc. v. Merus N.V.*, 864 F.3d 1343, 1350, 1355 (Fed. Cir. 2017) (explaining that to prove materiality, withheld references can be analyzed both individually and in combination).

39. Yet, on August 4, 2021, when Urban Intel, through its attorneys, sought reexamination of the '205 Patent almost three years after Kasha Law LLC submitted an IDS during prosecution of the '747 Patent, Kelly **Kasha omitted both the Bliding and Robertson References.**⁴ Ex. 10 at 98-100 (Request for Supplemental Examination Transmittal Form, signed by Kelly Kasha, with a Part B attachment not listing any of the Bliding and Robertson References). Moreover, on December 13, 2021, purported inventors Mssrs. Outwater and Redmann participated in an interview with the examiner for the reexamination of the '205 Patent and withheld the Bliding References during the interview. *See* Ex. 10 at 231 (Examiner's Ex Parte Reexamination Interview Summary). Instead, Urban Intel, John Kasha, Kelly Kasha, and the inventors based the reexamination only on a narrower reference, U.S. Patent Pub. No. 2003/0208386 ("Bröndrup"), which does not disclose the temporal limitations that Urban Intel would add, through its attorneys, during the reexamination. Ex. 10 at 316-22 (Claim Amendments submitted on January 31, 2022 by John Kasha). Having kept the material Bliding and Robertson References from Patent Office scrutiny, Urban Intel secured its modified claims on February 25, 2022, *id.* at 340-41 (Ex Parte Reexamination Certificate), six months before Liberty asserted those claims against Marriott on August 18, 2022. Establishing a pattern of deception, Urban Intel also secured similar limitations

⁴ It is further noted that Liberty and its affiliates filed the underlying application for U.S. Pat. No. 11,663,867 (not in this case), on October 30, 2020, without IDS disclosures of Bliding and Robertson references as well. The 11,663,867 patent is a continuation of the '258 Patent asserted in the Hilton case (and ultimately a continuation of the '205 Patent here).

in the '474 Patent, where on February 4, 2022, Kelly Kasha filed an IDS that also omitted the Bliding and Robertson References. Ex. 11 at 91-93.

40. Kelly Kasha, John Kasha, Chris Outwater, and William Gibbens Redmann must have known about the material Bliding and Robertson References because they were included in the October 18, 2018 IDS filed during examination of the application that became the '747 Patent, which was filed (by the same Kelly Kasha) *before* both the reexamination for the '205 Patent and the filing of the application that became the '474 Patent. *See Exergen Corp. v. Wal-Mart Stores, Inc.*, 575 F.3d 1312 (Fed. Cir. 2009) (explaining that pleadings may meet the standard of Rule 9(b) if they “allege sufficient underlying facts from which a court may reasonably infer that a party acted with the requisite state of mind.”); *see also* Ex. 9 at 82-88 (October 18, 2018 IDS), Ex. 10 at 22-64 (Corrected Request for Supplemental Examination of U.S. Patent No. 9,373,205, filed on August 4, 2021), Ex. 11 at 91-93 (IDS filed on February 4, 2022 for the application that became the '474 Patent). Nevertheless, Kelly Kasha, John Kasha, Chris Outwater, and William Gibbens Redmann withheld these references from the Patent Office during the reexamination of the '205 Patent, and instead offered the narrower Bröndrup reference, with the intent to deceive the Patent Office into allowing Urban Intel to modify the '205 Patent to cover limitations taught by the hidden Bliding and Robertson References. Moreover, during prosecution of the application that became the '474 Patent, Kelly Kasha filed an IDS on February 4, 2022 that omitted the Bliding and Robertson References. Ex. 11 at 91-93. Thus, Kelly Kasha, John Kasha, Chris Outwater, and William Gibbens Redmann carefully selected which references to disclose to the Patent Office and which to not, demonstrating an intent to deceive the USPTO. *See American Calcar, Inc. v. American Honda Motor Co.*, 768 F.3d 1185, 1190 (Fed. Cir. 2014).

41. Moreover, the IDS was filed on October 18, 2018, while Liberty’s case against Virginia-resident, Hilton, was pending, and Liberty filed a stipulation to stay certain deadlines in the Hilton proceeding *the very next day*, on October 19, 2018, and then moved to stay the Hilton proceedings entirely based on a “settlement” on October 23, 2018. Ex. 12 at 8. There is at least a reasonable inference that Liberty, the alleged inventors, and Liberty’s attorneys learned about the material Bliding and Robertson references during the Hilton litigation, and then actively chose not to disclose them during the reexamination to secure amended claims to reassert against Marriott. *See Costar Realty Information, Inc. v. CIVIX-DDI, LLC*, 946 F. Supp. 2d 766, 777-79 (N.D. Ill. 2013) (“At the pleading stage, by contrast, the proponent of inequitable conduct need only plead sufficient facts that the court ‘may reasonably infer’ knowledge and intent. [Plaintiff’s] allegations meet that standard, insofar as they identify a plausible motive and opportunity for hiding the relevant references from the PTO.”) (citing *Exergen Corp. v. Wal-Mart Stores, Inc.*, 575 F.3d at 1328-29 & n. 5) (citation omitted).

42. This inequitable conduct as to one patent—the ultimate parent for the entire batch, the ’205 Patent—poisons the entire portfolio. *See Therasense, Inc. v. Becton, Dickinson & Co.*, 649 F.3d at 1288-89 (“[T]he taint of a finding of inequitable conduct can spread from a single patent to render unenforceable other related patents and applications in the same technology family.”) (citing *Consol. Aluminum Corp. v. Foseco Int’l Ltd.*, 910 F.2d 804, 808-12 (Fed. Cir. 1990)). And Liberty and its affiliates inconsistent disclosures to the Patent Office underscore an intent to deceive:

Applications Liberty and Affiliates Omitted the Bliding and Robertson References	Applications Liberty and Affiliates Disclosed the Bliding and Robertson References
Reexamination of the ’205 Patent	Prosecution of the ’747 Patent
Prosecution of the ’474 Patent	Prosecution of the ’053 Patent
Prosecution of the ’579 Patent	

DEFENDANT’S LAWSUIT AGAINST PLAINTIFF’S CUSTOMER

43. On February 22, 2024, Liberty asserted five patents in the Liberty Access Control Patent Portfolio—’205, ’747, ’053, ’474, and ’579 patents—against Wyndham in Case No. 2:24-cv-00125. Wyndham is a customer of OpenKey. Liberty accuses Wyndham of infringing the Patents based on the OpenKey “digital key solution” feature. A copy of Liberty’s complaint against Wyndham is attached as Ex. 3.

44. Defendant alleges in its Wyndham Complaint that it “is the exclusive licensee of the [Patents] with all rights to recover for all past, present, and future infringement, including past damages.” *See* Ex. 3, ¶¶ 4, 22, 39, 56, 73, 90.

45. Defendant’s allegations of infringement of the Patents are based on OpenKey’s alleged ownership, operation, advertising, control of, sale, importation, offer for sale, and/or instructions for use of “mobile app to use the [OpenKey’s] ‘digital key’ feature as a key to a hotel room.” *See* Ex. 3, ¶¶ 17-19 (“Accused Products” citing OpenKey products as Figures 2-3).

46. Defendant’s infringement allegations are premised on certain brochures and videos, which Defendant alleges show the operation of Plaintiff’s products and services. *See* Ex. 3, ¶¶ 17-19 (“Accused Products” citing OpenKey products as Figures 2-3).

47. Defendant generally alleges that OpenKey, by way of its customer Wyndham, “own, operate, advertise, and/or control the website [] and associated hardware, software, and functionality that among other features, allows users to use a mobile device running the [mobile app] to use the ‘digital key’ feature as a key to a hotel room.” *See* Ex. 3, ¶¶ 17-19 (“Accused Products” citing OpenKey products as Figures 2-3).

48. Defendant alleges that OpenKey's products and services "have infringed one or more claims of the '205 patent" and that Openkey has "directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '205 patent." *See, e.g.*, Ex. 3, ¶¶ 26, 27.

49. Defendant also alleges that OpenKey's products and services "have infringed one or more claims of the '747 patent" and that Openkey has "directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '747 patent." *See, e.g.*, Ex. 3, ¶¶ 43, 44.

50. Defendant also alleges that OpenKey's products and services "have infringed one or more claims of the '053 patent" and that Openkey has "directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '053 patent." *See, e.g.*, Ex. 3, ¶¶ 77, 78.

51. Defendant also alleges that OpenKey's products and services "have infringed one or more claims of the '474 patent" and that Openkey has "directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '474 patent." *See, e.g.*, Ex. 3, ¶¶ 94, 95.

52. Defendant also alleges that OpenKey's products and services "have infringed one or more claims of the '579 patent" and that Openkey has "directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '579 patent." *See, e.g.*, Ex. 3, ¶¶ 60, 61.

53. Plaintiff has used, sold, or offered for sale at least one product and/or service accused by Defendant in the Wyndham Case of infringing the Patents within the statute of limitations for patent infringement, and continues to do so. Additionally, Plaintiff has sold and/or provided products and/or services to customers, including Wyndham, that Defendant has accused of infringing the Patents in the Eastern District of Texas in Case No. 2:24-cv-00125, and continues to do so. Therefore, while Plaintiff specifically denies any act of infringement, Plaintiff has a reasonable apprehension that Defendant may file another action against Plaintiff and allege that Plaintiff has infringed or is infringing the Patents.

54. Plaintiff's accused products and services do not infringe and have not infringed, either directly, indirectly, or under the doctrine of equivalents, any claim of the Patents. In view of Defendant's allegations that (1) the Swedish ASSA ABLOY Entities' products and services (which are primarily provided in the United States by Plaintiff) infringe the Patents; and (2) Plaintiff's customer's activities in the United States infringe the Patents, a substantial controversy exists between the parties which is of sufficient immediacy and reality to warrant declaratory relief.

FIRST CAUSE OF ACTION

(Declaratory Judgment of Non-Infringement of the '205 Patent)

55. Plaintiff realleges and incorporates paragraphs 1 to 45 as if fully set forth herein.

56. An actual controversy exists with respect to the '205 Patent due at least to Defendant's assertion that Plaintiff's customer infringes one or more claims of the '205 Patent through their ownership, operation, advertising, control of, sale, importation, offer for sale, and/or instructions for use of products and services related to mobile key-based hotel-room door unlocking. As Plaintiff primarily performs these alleged acts in the United States (to the extent any are performed), Plaintiff understands Defendant's allegations in the Wyndham Case to be primarily directed at Plaintiff and its products. Plaintiff specifically denies any act of infringement, and Defendant's wrongful assertion of the '205 Patent against Plaintiff's products and services has caused and will continue to cause Plaintiff irreparable injury and damage.

57. On information and belief, Defendant's infringement allegations are premised on public disclosures, such as brochures and videos, which Defendant alleges show the operation of Plaintiff's products and services. *See, e.g.*, Ex. 3, ¶¶ 17-19 ("Accused Products" citing OpenKey products as Figures 2-3; *see also* Exhibit 1 therein).

58. On information and belief, Plaintiff's allegedly infringing products and services, as referenced in paragraphs 17-19 of the Wyndham Complaint (Ex. 3), do not meet each and every

element recited in the claims, including “the processor able to receive a reservation certificate” (claim 1), “wherein the processor activates the door lock when a current reservation certificate has been presented” (claim 1), “accepting, by a processor through a communication module, a reservation certificate presented with a portable terminal” (claim 13), and/or “activating, by the processor on the basis of the reservation certificate being current, a door lock” (claim 13).

59. On information and belief, Plaintiff’s allegedly infringing products and services do not include a processor “configured to receive a reservation certificate presented by a portable terminal,” as required by the claims of the ’205 Patent. *See* Ex. 3, ¶ 28.

60. On information and belief, Plaintiff’s allegedly infringing products and services do not include a processor “configured to compare the interval of the reservation of the current reservation certificate to a current time accessible to the processor, determine the current time is within the interval of the reservation, and activate the door lock,” as required by the claims of the ’205 Patent. *See* Ex. 3, ¶ 28.

61. Moreover, on information and belief, Plaintiff’s allegedly infringing products and services related to mobile key-based door unlocking cannot infringe the dependent claims of the ’205 Patent further because they do not meet each and every limitation of these claims for the additional reasons discussed above.

62. Plaintiff’s use, sale, or offer for sale of products and services related to mobile key-based door unlocking does not infringe, directly or indirectly, any claim of the ’205 Patent, either literally or under the doctrine of equivalents.

63. In view of the foregoing, Plaintiff seeks and is entitled to declaratory judgment that the use, sale, and offer for sale of Plaintiff’s products and services related to mobile key-based door unlocking do not infringe any claim of the ’205 Patent. A judicial determination of the

respective rights of the parties with respect to noninfringement of the claims of the '205 Patent is necessary and appropriate under 28 U.S.C. § 2201 to resolve the parties' dispute regarding alleged infringement of the '205 Patent.

SECOND CAUSE OF ACTION

(Declaratory Judgment of Non-Infringement of the '747 Patent)

64. Plaintiff realleges and incorporate paragraphs 1 to 52 as if fully set forth herein.

65. An actual controversy exists with respect to the '747 Patent due at least to Defendant's assertion that Plaintiff's customer infringes one or more claims of the '747 Patent through their ownership, operation, advertising, control of, sale, importation, offer for sale, and/or instructions for use of products and services related to mobile key-based hotel-room door unlocking. As Plaintiff primarily performs these alleged acts in the United States (to the extent any are performed), Plaintiff understands Defendant's allegations in the Wyndham Case to be primarily directed at Plaintiff and its products. Plaintiff specifically denies any act of infringement, and Defendant's wrongful assertion of the '747 Patent against Plaintiff's products and services has caused and will continue to cause Plaintiff irreparable injury and damage.

66. On information and belief, Defendant's infringement allegations are premised on public disclosures, such as brochures and videos, which Defendant alleges show the operation of Plaintiff's products and services. *See, e.g.*, Ex. 3, ¶¶ 17-19 ("Accused Products" citing OpenKey products as Figures 2-3; *see also* Exhibit 1 therein).

67. On information and belief, Plaintiff's allegedly infringing products and services, as referenced in paragraphs 17-19 of the Wyndham Complaint (Ex. 3), do not meet each and every element recited in the claims, including "issue of a reservation certificate describing the interval of the reservation based on the reservation request and the selected location" (claim 1), "transmit, via the network, from the reservation server to a second device distinct from the first device, the

reservation certificate and a communication setting corresponding to the access device” (claim 1), “an application installed on the second device to receive the reservation certificate and the communication setting corresponding to the access device, wherein the application wirelessly transmits the reservation certificate to the access device using the communication setting” (claim 1), “wherein the access device receives the reservation certificate from the application based on use by the application of the communication setting, and the processor activates the door lock based on at least the receipt of the reservation certificate” (claim 1), “issue a reservation certificate, the reservation certificate describing the interval of the reservation for the room based on the reservation request” (claim 13), “transmit, via the network, from the reservation server to an application installed on a smartphone, the reservation certificate and a communication setting corresponding to the access device” (claim 13), “receive the reservation certificate and the communication setting corresponding to the access device” (claim 13), and/or “wherein the access device receives the reservation certificate from the smartphone application based on use by the smartphone application of the communication setting, and the processor activates the door lock based on at least the receipt of the reservation certificate” (claim 13).

68. On information and belief, Plaintiff’s allegedly infringing products and services do not include a processor configured to “issue a reservation certificate describing the interval of the reservation based on the reservation request and the selected location,” as required by the claims of the ’747 Patent. *See* Ex. 3, ¶ 45.

69. On information and belief, Plaintiff’s allegedly infringing products and services do not include a processor configured to “transmit, via the network, from the reservation server to a second device distinct from the first device, the reservation certificate and a communication setting corresponding to the access device,” as required by the claims of the ’747 Patent. *See* Ex. 3, ¶ 45.

70. On information and belief, Plaintiff's allegedly infringing products and services do not include an access device that "receives the reservation certificate from the application based on use by the application of the communication setting," as required by the claims of the '747 Patent. *See* Ex. 3, ¶ 45.

71. On information and belief, Plaintiff's allegedly infringing products and services do not include a processor configured to "activate[] the door lock based on at least the receipt of the reservation certificate," as required by the claims of the '747 Patent. *See* Ex. 3, ¶ 45.

72. Moreover, on information and belief, Plaintiff's allegedly infringing products and services related to mobile key-based door unlocking cannot infringe the dependent claims of the '747 Patent further because they do not meet each and every limitation of these claims for the additional reasons discussed above.

73. Plaintiff's use, sale, or offer for sale of products and services related to mobile key-based door unlocking does not infringe, directly or indirectly, any claim of the '747 Patent, either literally or under the doctrine of equivalents.

74. In view of the foregoing, Plaintiff seeks and is entitled to declaratory judgment that the use, sale, and offer for sale of Plaintiff's products and services related to mobile key-based door unlocking do not infringe any claim of the '747 Patent. A judicial determination of the respective rights of the parties with respect to noninfringement of the claims of the '747 Patent is necessary and appropriate under 28 U.S.C. § 2201 to resolve the parties' dispute regarding alleged infringement of the '747 Patent.

THIRD CAUSE OF ACTION

(Declaratory Judgment of Non-Infringement of the '053 Patent)

75. Plaintiff realleges and incorporate paragraphs 1 to 59 as if fully set forth herein.

76. An actual controversy exists with respect to the '053 Patent due at least to Defendant's assertion that Plaintiff's customer infringes one or more claims of the '053 Patent through their ownership, operation, advertising, control of, sale, importation, offer for sale, and/or instructions for use of products and services related to mobile key-based hotel-room door unlocking. As Plaintiff primarily performs these alleged acts in the United States (to the extent any are performed), Plaintiff understands Defendant's allegations in the Wyndham Case to be primarily directed at Plaintiff and its products. Plaintiff specifically denies any act of infringement, and Defendant's wrongful assertion of the '053 Patent against Plaintiff's products and services has caused and will continue to cause Plaintiff irreparable injury and damage.

77. On information and belief, Defendant's infringement allegations are premised on public disclosures, such as brochures and videos, which Defendant alleges show the operation of Plaintiff's products and services. *See, e.g.*, Ex. 3, ¶¶ 17-19 ("Accused Products" citing OpenKey products as Figures 2-3; *see also* Exhibit 1 therein).

78. On information and belief, Plaintiff's allegedly infringing products and services, as referenced in paragraphs 17-19 of the Wyndham Complaint (Ex. 3), do not meet each and every element recited in the claims, including "issue a reservation certificate comprising the interval of the reservation based on at least the reservation request" (claim 1), "transmit, via the network, from the reservation server to a smartphone, at least the reservation certificate and a short-range wireless communication setting corresponding to the access device" (claim 1), "receive the reservation certificate and the communication setting corresponding to the access device" (claim 1), "wherein the smartphone application comprises a transmission module that wirelessly transmits the reservation certificate to the access device using the short-range wireless communication setting" (claim 1), "wherein the access device receives the reservation certificate from the smartphone

application based on use by the smartphone application of the short-range wireless communication setting, and the processor activates the door lock based on at least the receipt of the reservation certificate” (claim 1), and/or “wherein the processor receives a digital certificate via the wireless communication module from the wireless device, the digital certificate comprising an interval of a reservation associated with a given destination and an update for the parameter” (claim 14), and/or “wherein the processor updates the parameter in accordance with the digital certificate” (claim 14).

79. On information and belief, Plaintiff’s allegedly infringing products and services do not include a reservation server configured to “issue a reservation certificate comprising the interval of the reservation based on at least the reservation request,” as required by the claims of the ’053 Patent. *See* Ex. 3, ¶ 79.

80. On information and belief, Plaintiff’s allegedly infringing products and services do not include a reservation server configured to “transmit, via the network, from the reservation server to a smartphone, at least the reservation certificate and a short-range wireless communication setting corresponding to the access device,” as required by the claims of the ’053 Patent. *See* Ex. 3, ¶ 79.

81. On information and belief, Plaintiff’s allegedly infringing products and services do not include an access device that “receives the reservation certificate from the smartphone application based on use by the smartphone application of the short-range wireless communication setting,” as required by the claims of the ’053 Patent. *See* Ex. 3, ¶ 79.

82. On information and belief, Plaintiff’s allegedly infringing products and services do not include a processor configured to “active[] the door lock based on at least the receipt of the reservation certificate,” as required by the claims of the ’053 Patent. *See* Ex. 3, ¶ 79.

83. Moreover, on information and belief, Plaintiff's allegedly infringing products and services related to mobile key-based door unlocking cannot infringe the dependent claims of the '053 Patent further because they do not meet each and every limitation of these claims for the additional reasons discussed above.

84. Plaintiff's use, sale, or offer for sale of products and services related to mobile key-based door unlocking does not infringe, directly or indirectly, any claim of the '053 Patent, either literally or under the doctrine of equivalents.

85. In view of the foregoing, Plaintiff seeks and is entitled to declaratory judgment that the use, sale, and offer for sale of Plaintiff's products and services related to mobile key-based door unlocking do not infringe any claim of the '053 Patent. A judicial determination of the respective rights of the parties with respect to noninfringement of the claims of the '053 Patent is necessary and appropriate under 28 U.S.C. § 2201 to resolve the parties' dispute regarding alleged infringement of the '053 Patent.

FOURTH CAUSE OF ACTION

(Declaratory Judgment of Non-Infringement of the '474 Patent)

86. Plaintiff realleges and incorporate paragraphs 1 to 66 as if fully set forth herein.

87. An actual controversy exists with respect to the '474 Patent due at least to Defendant's assertion that Plaintiff's customer infringes one or more claims of the '474 Patent through their ownership, operation, advertising, control of, sale, importation, offer for sale, and/or instructions for use of products and services related to mobile key-based hotel-room door unlocking. As Plaintiff primarily performs these alleged acts in the United States (to the extent any are performed), Plaintiff understands Defendant's allegations in the Wyndham Case to be primarily directed at Plaintiff and its products. Plaintiff specifically denies any act of infringement,

and Defendant's wrongful assertion of the '474 Patent against Plaintiff's products and services has caused and will continue to cause Plaintiff irreparable injury and damage.

88. On information and belief, Defendant's infringement allegations are premised on public disclosures, such as brochures and videos, which Defendant alleges show the operation of Plaintiff's products and services. *See, e.g.*, Ex. 3, ¶¶ 17-19 ("Accused Products" citing OpenKey products as Figures 2-3; *see also* Exhibit 1 therein).

89. On information and belief, Plaintiff's allegedly infringing products and services, as referenced in paragraphs 17-19 of the Wyndham Complaint (Ex. 3), do not meet each and every element recited in the claims, including "an access device comprising a unique Bluetooth ID" (claim 1), "a server to provide a communication setting to the application" (claim 1), "the communication setting corresponding to the access device" (claim 1), "and to further provide a reservation certificate to the application" (claim 1), "the reservation certificate comprising an interval of a reservation" (claim 1), "wherein the reservation certificate provided to the application includes the unique Bluetooth ID of the access device" (claim 1), "wherein the application uses the unique Bluetooth ID of the access device . . ." (claim 1), "wherein the application compares the interval of the reservation to a current time accessible to the application to determine if the reservation certificate is current" (claim 1), "the application provides the reservation certificate to the access device and activates the door lock by communicating with the access device via the communication setting when the application determines that the reservation certificate is current" (claim 1), "wherein the reservation certificate is provided to the access device solely by the application" (claim 1), "a server to provide a communication setting and a reservation certificate to the application" (claim 8), "the communication setting corresponding to the access device" (claim 8), "the reservation certificate comprising an interval of a reservation" (claim 8), "wherein

the processor receives the reservation certificate solely from the application based on use by the application of the communications setting” (claim 8), “wherein the processor compares the interval of the reservation to a current time accessible to the processor to determine if the reservation certificate is current” (claim 8), “wherein the processor activates the door lock when the processor determines that the reservation certificate is current” (claim 8), “an access device comprising a unique Bluetooth ID” (claim 15), “a server to provide a communication setting to the application” (claim 15), “the communication setting corresponding to the access device” (claim 15), “to further provide, via a first communication protocol, a reservation certificate to the application” (claim 15), “the reservation certificate comprising an interval of a reservation” (claim 15), “wherein the application compares the interval of the reservation to a current time accessible to the application to determine if the reservation certificate is current” (claim 15), “wherein the application provides the reservation certificate to the access device and activates the door lock by communicating with the access device via a second communication protocol that is different from the first communication protocol, based on use by the application of the communication setting, when the application determines that the reservation certificate is current” (claim 15), “wherein the reservation certificate provided to the application includes the unique Bluetooth ID of the access device” (claim 15), “wherein the application uses the unique Bluetooth ID of the access device to identify when the access device is in proximity to the portable terminal . . .” (claim 15), “wherein the reservation certificate is provided to the access device solely by the application” (claim 15), “a server to provide a communication setting to the application” (claim 26), “the communication setting corresponding to the access device” (claim 26), “further to provide, via a first communication protocol, a reservation certificate to the application” (claim 26), “the reservation certificate comprising an interval of a reservation” (claim 26), “wherein the processor receives the

reservation certificate solely from the application via a second communication protocol that is different from the first communication protocol, based on use by the application of the communication setting” (claim 26), “wherein the processor compares the interval of the reservation to a current time accessible to the processor to determine if the reservation certificate is current” (claim 26), and/or “ wherein the processor activates the door lock when the processor determines that the reservation certificate is current" (claim 26).

90. On information and belief, Plaintiff’s allegedly infringing products and services do not include a server configured to “provide a communication setting to the application, the communication setting corresponding to the access device, and to further provide a reservation certificate to the application, the reservation certificate comprising an interval of a reservation, wherein the reservation certificate provided to the application includes the unique Bluetooth ID of the access device,” as required by the claims of the ’474 Patent. *See* Ex. 3, ¶ 96.

91. On information and belief, Plaintiff’s allegedly infringing products and services do not include an application, “wherein the application compares the interval of the reservation to a current time accessible to the application to determine if the reservation certificate is current and wherein, the application provides the reservation certificate to the access device and activates the door lock by communicating with the access device via the communication setting when the application determines that the reservation certificate is current, and wherein the reservation certificate is provided to the access device solely by the application,” as required by the claims of the ’474 Patent. *See* Ex. 3, ¶ 96.

92. Moreover, on information and belief, Plaintiff’s allegedly infringing products and services related to mobile key-based door unlocking cannot infringe the dependent claims of the

'474 Patent further because they do not meet each and every limitation of these claims for the additional reasons discussed above.

93. Plaintiff's use, sale, or offer for sale of products and services related to mobile key-based door unlocking does not infringe, directly or indirectly, any claim of the '474 Patent, either literally or under the doctrine of equivalents.

94. In view of the foregoing, Plaintiff seeks and is entitled to declaratory judgment that the use, sale, and offer for sale of Plaintiff's products and services related to mobile key-based door unlocking do not infringe any claim of the '474 Patent. A judicial determination of the respective rights of the parties with respect to noninfringement of the claims of the '474 Patent is necessary and appropriate under 28 U.S.C. § 2201 to resolve the parties' dispute regarding alleged infringement of the '474 Patent.

FIFTH CAUSE OF ACTION

(Declaratory Judgment of Non-Infringement of the '579 Patent)

95. Plaintiff realleges and incorporate paragraphs 1 to 73 as if fully set forth herein.

96. An actual controversy exists with respect to the '579 Patent due at least to Defendant's assertion that Plaintiff's customer infringes one or more claims of the '579 Patent through their ownership, operation, advertising, control of, sale, importation, offer for sale, and/or instructions for use of products and services related to mobile key-based hotel-room door unlocking. As Plaintiff primarily performs these alleged acts in the United States (to the extent any are performed), Plaintiff understands Defendant's allegations in the Wyndham Case to be primarily directed at Plaintiff and its products. Plaintiff specifically denies any act of infringement, and Defendant's wrongful assertion of the '579 Patent against Plaintiff's products and services has caused and will continue to cause Plaintiff irreparable injury and damage.

97. On information and belief, Defendant’s infringement allegations are premised on public disclosures, such as brochures and videos, which Defendant alleges show the operation of Plaintiff’s products and services. *See, e.g.*, Ex. 3, ¶¶ 17-19 (“Accused Products” citing OpenKey products as Figures 2-3; *see also* Exhibit 1 therein).

98. On information and belief, Plaintiff’s allegedly infringing products and services, as referenced in paragraphs 17-19 of the Wyndham Complaint (Ex. 3), do not meet each and every element recited in the claims, including “a server to provide a communication setting to the application, the communication setting corresponding to the access device and to further provide a reservation certificate to the application, the reservation certificate comprising an interval of a reservation” (claim 1), “wherein the application compares the interval of the reservation to a current time accessible to the application to determine if the reservation certificate is current and wherein, the application activates the lock by communicating with the access device via the communication setting when the application determines that the reservation certificate is current” (claim 1), a server to provide a communication setting and a reservation certificate to the application, the communication setting corresponding to the access device, and the reservation certificate comprising an interval of a reservation” (claim 8), “wherein the processor receives the reservation certificate from the application based on use by the application of the communications setting” (claim 8), “wherein the processor compares the interval of the reservation to a current time accessible to the processor to determine if the reservation certificate is current and wherein the processor activates the lock when the processor determines that the reservation certificate is current” (claim 8), “a server to provide a communication setting to the application, the communication setting corresponding to the access device, and to further provide, via a first communication protocol, a reservation certificate to the application, the reservation certificate

comprising an interval of a reservation” (claim 15), “wherein the application compares the interval of the reservation to a current time accessible to the application to determine if the reservation certificate is current” (claim 15), “wherein the application activates the lock by communicating with the access device via a second communication protocol that is different from the first communication protocol, based on use by the application of the communication setting, when the application determines that the reservation certificate is current” (claim 15), “a server to provide a communication setting to the application, the communication setting corresponding to the access device, and further to provide, via a first communication protocol, a reservation certificate to the application, the reservation certificate comprising an interval of a reservation” (claim 26), “wherein the processor receives the reservation certificate from the application via a second communication protocol that is different from the first communication protocol, based on use by the application of the communication setting” (claim 26), and/or “wherein the processor compares the interval of the reservation to a current time accessible to the processor to determine if the reservation certificate is current; and wherein the processor activates the lock when the processor determines that the reservation certificate is current” (claim 26).

99. On information and belief, Plaintiff’s allegedly infringing products and services do not include a server configured to “provide a communication setting to the application, the communication setting corresponding to the access device, and to further provide a reservation certificate to the application, the reservation certificate comprising an interval of a reservation,” as required by the claims of the ’579 Patent. *See* Ex. 3, ¶ 62.

100. On information and belief, Plaintiff’s allegedly infringing products and services do not include an application, “wherein the application compares the interval of the reservation to a

current time accessible to the application to determine if the reservation certificate is current,” as required by the claims of the ’579 Patent. *See* Ex. 3, ¶ 62.

101. On information and belief, Plaintiff’s allegedly infringing products and services do not include an application, “wherein the application activates the lock by communicating with the access device *via* the communication setting when the application determines that the reservation certificate is current,” as required by the claims of the ’579 Patent. *See* Ex. 3, ¶ 62.

102. Moreover, on information and belief, Plaintiff’s allegedly infringing products and services related to mobile key-based door unlocking cannot infringe the dependent claims of the ’579 Patent further because they do not meet each and every limitation of these claims for the additional reasons discussed above.

103. Plaintiff’s use, sale, or offer for sale of products and services related to mobile key-based door unlocking does not infringe, directly or indirectly, any claim of the ’579 Patent, either literally or under the doctrine of equivalents.

104. In view of the foregoing, Plaintiff seeks and is entitled to declaratory judgment that the use, sale, and offer for sale of Plaintiff’s products and services related to mobile key-based door unlocking do not infringe any claim of the ’579 Patent. A judicial determination of the respective rights of the parties with respect to noninfringement of the claims of the ’579 Patent is necessary and appropriate under 28 U.S.C. § 2201 to resolve the parties’ dispute regarding alleged infringement of the ’579 Patent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment as follows:

A. Declaratory judgment that Plaintiff’s use, sale, offer for sale, and/or importation of products and services related to mobile key-based hotel door unlocking, does not infringe the ’205 Patent directly, indirectly, or under the doctrine of equivalents;

B. Preliminary and permanent injunctive relief restraining Defendant and its affiliates, agents, servants, employees, successors and assigns, and all others in concert and privity with them from wrongfully asserting the '205 Patent against Plaintiff's products and services;

C. Declaratory judgment that Plaintiff's use, sale, offer for sale, and/or importation of products and services related to mobile key-based hotel door unlocking, does not infringe the '747 Patent directly, indirectly, or under the doctrine of equivalents;

D. Preliminary and permanent injunctive relief restraining Defendant and its affiliates, agents, servants, employees, successors and assigns, and all others in concert and privity with them from wrongfully asserting the '747 Patent against Plaintiff's products and services;

E. Declaratory judgment that Plaintiff's use, sale, offer for sale, and/or importation of products and services related to mobile key-based hotel door unlocking, does not infringe the '053 Patent directly, indirectly, or under the doctrine of equivalents;

F. Preliminary and permanent injunctive relief restraining Defendant and its affiliates, agents, servants, employees, successors and assigns, and all others in concert and privity with them from wrongfully asserting the '053 Patent against Plaintiff's products and services;

G. Declaratory judgment that Plaintiff's use, sale, offer for sale, and/or importation of products and services related to mobile key-based hotel door unlocking, does not infringe the '474 Patent directly, indirectly, or under the doctrine of equivalents;

H. Preliminary and permanent injunctive relief restraining Defendant and its affiliates, agents, servants, employees, successors and assigns, and all others in concert and privity with them from wrongfully asserting the '474 Patent against Plaintiff's products and services;

I. Declaratory judgment that Plaintiff's use, sale, offer for sale, and/or importation of products and services related to mobile key-based hotel door unlocking, does not infringe the '579 Patent directly, indirectly, or under the doctrine of equivalents;

J. Preliminary and permanent injunctive relief restraining Defendant and its affiliates, agents, servants, employees, successors and assigns, and all others in concert and privity with them from wrongfully asserting the '579 Patent against Plaintiff's products and services;

K. A declaration that this action is an exceptional case under 35 U.S.C. § 285;

L. An award to Plaintiff of attorneys' fees and costs incurred in this Action; and

M. A grant of such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all issues so triable.

Dated: June 20, 2024

Respectfully submitted,

/s/Bradford C. Schulz
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