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13 *For Plaintiff MUSICQUBED INNOVATIONS, LLC*

14 **UNITED STATES DISTRICT COURT**
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

16 MUSICQUBED INNOVATIONS,
17 LLC,

18 Plaintiff,

19 v.

20 LIVEONE, INC. and LIVEXLIVE,
21 CORPORATION,

22 Defendants.

Case No. _____

**COMPLAINT FOR PATENT
INFRINGEMENT**

JURY TRIAL DEMANDED

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1 Plaintiff MusicQubed Innovations, LLC (“MusicQubed” or “Plaintiff”) files
 2 this complaint against LiveONE, Inc. and LiveXLive, Corporation (collectively,
 3 “LiveOne”) alleging, based on its own knowledge as to itself and its own actions, and
 4 based on information and belief as to all other matters, as follows:

5 NATURE OF THE ACTION

6 1. This is a patent infringement action to stop LiveOne’s infringement of the
 7 following United States Patents (collectively, the “Asserted Patents”) issued by the
 8 United States Patent and Trademark Office (“USPTO”):

	U.S. Patent No.	Available at:
10 1.	RE 42,685	https://patentcenter.uspto.gov/applications/11961991 https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/RE42685
11 2.	7,130,616	https://patentcenter.uspto.gov/applications/09924646 https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7130616
12 3.	7,461,077	https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7461077 https://patentimages.storage.googleapis.com/e1/34/af/65837d872616b0/US7461077.pdf
13 4.	7,975,060	https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7975060 https://patentimages.storage.googleapis.com/79/eb/a0/ed2e4d3aa4e477/US7975060.pdf
14 5.	8,930,277	https://patentcenter.uspto.gov/applications/12772058 https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/8930277
15 6.	9,491,215	https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/9491215 https://patentimages.storage.googleapis.com/ab/5b/f4/79050761b97266/US9491215.pdf
16 7.	10,469,601	https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/10469601 https://patentimages.storage.googleapis.com/4b/8d/1d/5c1ba57e42f948/US10469601.pdf

17 2. MusicQubed seeks injunctive relief and monetary damages.

PARTIES

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2 3. MusicQubed is a limited liability company organized under the laws of the
3 State of Texas, with its principal place of business at 17350 State Highway 249, STE
4 220, Houston, Texas 77064-1132 (Harris County).

5 4. LiveONE, Inc. and LiveXLive Corporation are both corporations organized
6 under the laws of Delaware with their corporate headquarters located at 269 Beverly
7 Drive, Suite #1450, Beverly Hills, California 90212.

8 5. LiveONE, Inc. and LiveXLive Corporation may be served through their
9 registered agent for service, Robert S. Ellin, located at 269 Beverly Drive, Suite #1450,
10 Beverly Hills, California 90212.

JURISDICTION AND VENUE

11
12 6. MusicQubed repeats and re-alleges the allegations in the Paragraphs above
13 as though fully set forth in their entirety.

14 7. This is an action for infringement of a United States patent arising under 35
15 U.S.C. §§ 271, 281, and 284-85, among others. This Court has subject matter
16 jurisdiction of the action under 28 U.S.C. § 1331 and § 1338(a).

17 8. Venue is proper against LiveOne in this District pursuant to 28 U.S.C. §
18 1400(b) because it has maintained an established and regular places of business in this
19 District and has committed acts of patent infringement in this District. See *In re: Cray*
20 *Inc.*, 871 F.3d 1355, 1362-1363 (Fed. Cir. 2017).

21 9. LiveOne is subject to this Court’s specific and general personal jurisdiction
22 under due process and/or the California Long Arm Statute due at least to LiveOne’s
23 substantial business in this judicial district, including: (i) at least a portion of the
24 infringement alleged herein; and (ii) regularly doing or soliciting business, engaging
25 in other persistent courses of conduct, or deriving substantial revenue from goods and
26 services provided to individuals in California and in this District.

27 10. Specifically, LiveOne intends to do and do business in, has committed acts
28 of infringement in, and continues to commit acts of infringement in this District both

1 directly and through intermediaries by contributing to infringement by, and through
2 its inducement of, third parties, and offers its products or services, including those
3 accused of infringement here, to customers and potential customers located in
4 California, including in this District.

5 11. LiveOne maintains regular and established places of business in this
6 District.

7 12. Upon information and belief and based upon public information, LiveOne
8 owns, operates, manages, conducts business, and directs and controls the operations
9 of, and has employees that work from and out of, facilities at locations in this District,
10 including, but not limited to, facilities at 269 Beverly Drive, Suite #1450, Beverly
11 Hills, California 90212.

12 13. LiveOne owns, operates, manages, conducts business, directs and controls
13 the operations of, and has employees that work from and out of, facilities at locations
14 in this District.

15 14. LiveOne commits acts of infringement from this District, including, but not
16 limited to, use of the Accused Products and inducement of third parties to use the
17 Accused Products.

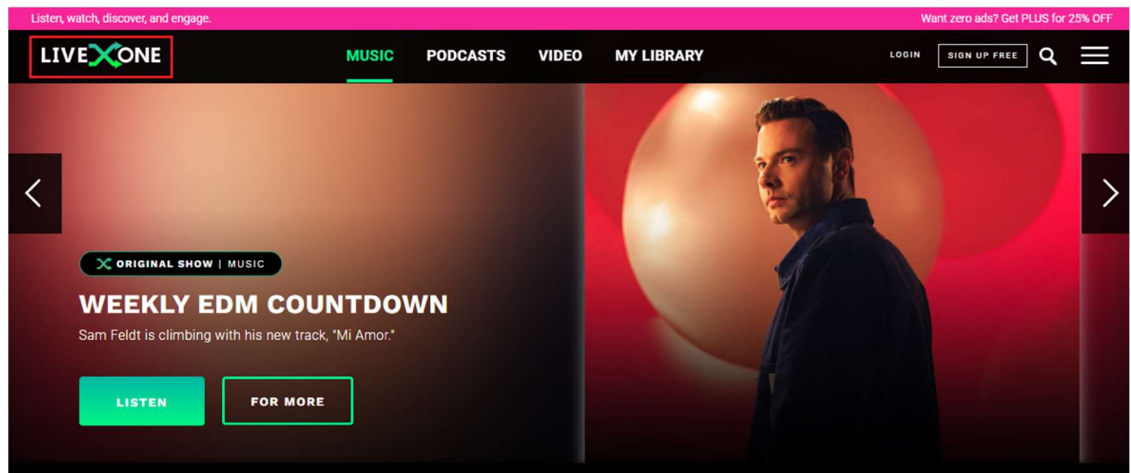
18 **THE ACCUSED PRODUCTS**

19 15. MusicQubed repeats and re-alleges the allegations in the Paragraphs above
20 as though fully set forth in their entirety.

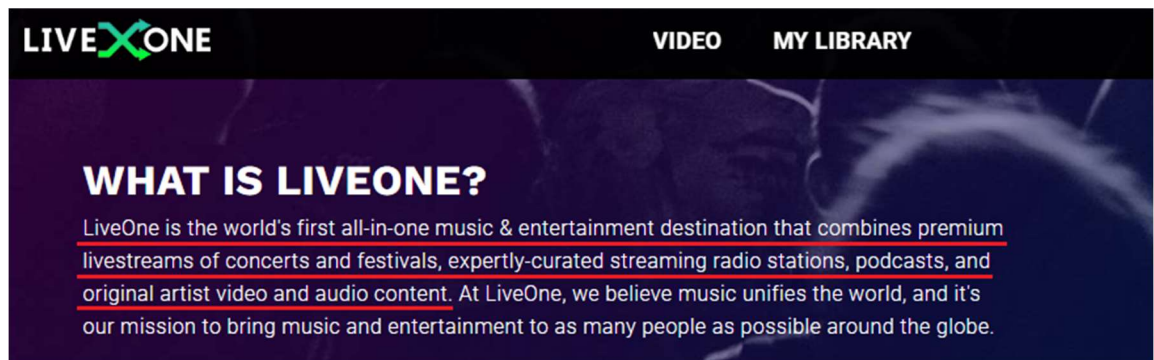
21 16. Based upon public information, LiveOne owns, operates, advertises, and/or
22 controls the website domains <https://www.liveone.com/>, through which they
23 advertise, sell, offer to sell, provide and/or educate customers about its products and
24 services.

25 17. 17. Based upon public information, LiveOne makes, uses, causes to be
26 used, sells, and/or offers for sale streaming products and services, including the
27 LiveONE website and associated hardware and software and applications available at
28 <https://www.liveone.com/> and the LiveONE Music mobile applications and products

1 and services available through at least the iOS App Store and the Google Play Store
2 (collectively, the “Accused Products”).



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11 **Figure 1.**
12 <https://www.liveone.com/>



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20 **Figure 2.**
21 https://play.google.com/store/apps/details?id=com.slacker.radio&hl=en_US

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23 **Figure 2.**
24 https://play.google.com/store/apps/details?id=com.slacker.radio&hl=en_US

25 **COUNT I: INFRINGEMENT OF U.S. PATENT NO. RE42,685**

26 18. MusicQubed repeats and re-alleges the allegations in Paragraphs 1-17 above
27 as though fully set forth in their entirety.

28 19. The USPTO duly issued U.S. Patent No. RE42,685 (the “685 patent”) on

1 September 6, 2011, after full and fair examination of Application No. 11/961,991,
2 which was filed on December 20, 2007. See '685 patent, at p.1. A Certificate of
3 Correction was duly issued on February 7, 2012. *See id.* at p.20.

4 20. The '685 patent is entitled "Upgrading Digital Media Servers." *See id.* at
5 p.1.

6 21. MusicQubed owns all substantial rights, interest, and title in and to the '685
7 patent, including the sole and exclusive right to prosecute this action and enforce the
8 '685 patent against infringers, and to collect damages for all relevant times.

9 22. The claims of the '685 patent are not directed to an abstract idea and are not
10 limited to well-understood, routine, or conventional activity. Rather, the claimed
11 inventions include inventive components that improve upon the function and operation
12 of upgrading both hardware and software components of a digital media server without
13 disrupting media delivery services.

14 23. The written description of the '685 patent describes in technical detail each
15 limitation of the claims, allowing a skilled artisan to understand the scope of the claims
16 and how the non-conventional and non-generic combination of claim limitations is
17 patently distinct from and improved upon what may have been considered
18 conventional or generic in the art at the priority date. The '685 patent also identifies
19 and circumscribes all information necessary for a skilled artisan to perform each
20 limitation in the claims in light of that which was known in the art at the priority date.

21 24. LiveOne has infringed the '685 patent by making, using, providing,
22 supplying, selling, offering for sale, or distributing the Accused Products.

23 25. LiveOne has directly infringed, either literally or under the doctrine of
24 equivalents, at least claim 1 of the '685 patent.

25 26. For example, the Accused Products, when used by LiveOne and/or its
26 customers, perform a method of upgrading a digital media server comprising an object
27 oriented runtime environment implemented in a memory, the method comprising:
28 checking for the existence of an upgrade package comprising new objects; identifying

1 the new objects in the upgrade package; identifying functions and properties of the
2 new objects; evaluating compatibility of the new objects; instantiating new objects as
3 applications objects or services objects in the memory; determining whether a new
4 object replaces an old object in the object oriented runtime environment; and if the
5 new object replaces the old object, replacing the old object by: locking the old object
6 and the new object; copying fields from the old object to the new object; establishing
7 links from the new object to objects dependent on the old object; rerouting links to the
8 old object from other objects to the new object; in response to rerouting the links,
9 unlocking the new object; and removing the old object. *See Exhibit A.*

10 27. MusicQubed or its predecessors-in-interest have satisfied all statutory
11 obligations required to collect pre-filing damages for the full period allowed by law
12 for infringement of the '685 patent.

13 28. MusicQubed has been damaged as a result of the infringing conduct by
14 LiveOne alleged above. Thus, LiveOne is liable to MusicQubed in an amount that
15 compensates it for such infringement, which by law cannot be less than a reasonable
16 royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

17 **COUNT II: INFRINGEMENT OF U.S. PATENT NO. 7,130,616**

18 29. MusicQubed repeats and re-alleges the allegations in Paragraphs 1-17 above
19 as though fully set forth in their entirety.

20 30. The USPTO duly issued U.S. Patent No. 7,130,616 (the "'616 patent") on
21 October 31, 2006, after full and fair examination of Application No. 09/924,646,
22 which was filed on August 7, 2001. *See '616 patent at p.1.*

23 31. The '616 patent is entitled "System And Method For Providing Content,
24 Management, And Interactivity For Client Devices." *See id.*

25 32. MusicQubed owns all substantial rights, interest, and title in and to the '616
26 patent, including the sole and exclusive right to prosecute this action and enforce the
27 '616 patent against infringers, and to collect damages for all relevant times.

28 33. The claims of the '616 patent are not directed to an abstract idea and are not

1 limited to well-understood, routine, or conventional activity. Rather, the claimed
2 inventions include inventive components that improve upon the function and operation
3 of providing content, management and interactivity for client devices, in which digital
4 data based on user specified preferences is obtained and transferred from a wide area
5 network to a computer and the digital data is sent from the computer to a client device
6 using a wireless data transceiver.

7 34. The written description of the '616 patent describes in technical detail each
8 limitation of the claims, allowing a skilled artisan to understand the scope of the claims
9 and how the non-conventional and non-generic combination of claim limitations is
10 patently distinct from and improved upon what may have been considered
11 conventional or generic in the art at the priority date. The '616 patent also identifies
12 and circumscribes all information necessary for a skilled artisan to perform each
13 limitation in the claims in light of that which was known in the art at the priority date.

14 35. LiveOne has infringed the '616 patent by making, using, providing,
15 supplying, selling, offering for sale, or distributing the Accused Products.

16 36. LiveOne has directly infringed, either literally or under the doctrine of
17 equivalents, at least claim 1 of the '616 patent.

18 37. For example, the Accused Products, when used by LiveOne and/or its
19 customers, performs a method comprising using previously provided user specified
20 preferences to automatically obtain and transfer digitally encoded audiovisual content
21 from a wide area network to a computer; causing a television in communication with
22 the computer via a wireless data transceiver to play a representation of the digitally
23 encoded audiovisual content; and manipulating the play of the representation of
24 digitally encoded audiovisual content on the television from a portable electronic
25 device. *See, e.g., Exhibit B.*

26 38. MusicQubed or its predecessors-in-interest have satisfied all statutory
27 obligations required to collect pre-filing damages for the full period allowed by law
28 for infringement of the '616 patent.

1 39. MusicQubed has been damaged as a result of the infringing conduct by
2 LiveOne alleged above. Thus, LiveOne is liable to MusicQubed in an amount that
3 compensates it for such infringement, which by law cannot be less than a reasonable
4 royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

5 **COUNT III: INFRINGEMENT OF U.S. PATENT NO. 7,461,077**

6 40. MusicQubed repeats and re-alleges the allegations in Paragraphs 1-17 above
7 as though fully set forth in their entirety.

8 41. The USPTO duly issued U.S. Patent No. 7,461,077 (the “’077 patent”) on
9 December 2, 2008, after a full and fair examination of Application No. 10/208,635,
10 which was filed on July 29, 2002. *See* ’077 patent at p.1.

11 42. The ’077 patent is entitled “Representation Of Data Records.” *See id.*

12 43. MusicQubed owns all substantial rights, interest, and title in and to the ’077
13 patent, including the sole and exclusive right to prosecute this action and enforce it
14 against infringer and to collect damages for all relevant times.

15 44. The claims of the ’077 patent are not directed to an abstract idea and are not
16 limited to well-understood, routine, or conventional activity. Rather, the claimed
17 inventions include inventive components and functionalities that improve upon the
18 function and operation for the representation of data on a computer screen or other
19 mobile device.

20 45. The written description of the ’077 patent describes in technical detail each
21 limitation of the claims, allowing a skilled artisan to understand the scope of the claims
22 and how the non-conventional and non-generic combination of claim limitations is
23 patently distinct from and improved upon what may have been considered
24 conventional or generic in the art at the time of the invention.

25 46. LiveOne has directly infringed one or more claims of the ’077 patent by
26 making, using, selling, offering to sell, providing, supplying, or distributing the
27 Accused Products.

28 47. LiveOne has directly infringed, either literally or under the doctrine of

1 equivalents, at least claim 1 of the '077 patent.

2 48. LiveOne, using the Accused Products and associated hardware, software,
3 applications, and functionalities, perform a computerized method for representing data
4 on a display, the method comprising: querying a data source to obtain data comprising
5 a first data record; presenting the first data record on the display as a data field; and
6 presenting on the display a record handle for manipulation of the first data record;
7 wherein the data field has any data field type in the group consisting of a single data
8 element, a list of data elements, and a reference to a second data record; wherein the
9 record handle is a visual element that represents the first data record and that is
10 operative to control and continuously track the state of the first data record on the
11 display and in the data source; and wherein the record handle is operative to visually
12 indicate to a user a current default action that will be activated when the user clicks on
13 the record handle. *See Exhibit C.*

14 49. MusicQubed or its predecessors-in-interest have satisfied all statutory
15 obligations required to collect pre-filing damages for the full period allowed by law
16 for infringement of one or more claims of the '077 patent.

17 50. MusicQubed has been damaged as a result of the infringing conduct by
18 LiveOne as alleged above. Thus, LiveOne is liable to MusicQubed in an amount that
19 compensates it for such infringements, which by law cannot be less than a reasonable
20 royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

21 **COUNT IV: INFRINGEMENT OF U.S. PATENT NO. 7,975,060**

22 51. MusicQubed repeats and re-alleges the allegations in Paragraphs 1-17 above
23 as though fully set forth in their entirety.

24 52. The USPTO duly issued U.S. Patent No. 7,975,060 (the "'060 patent") on
25 July 5, 2011, after a full and fair examination of Application No. 10/363,448, which
26 was filed on July 20, 2001. *See '060 patent at p.1.* A Certificate of Correction was
27 issued on January 3, 2012. *See id. at p.11.*

28 53. The '060 patent is entitled "Adaptive Video Delivery." *See id. at p.1.*

1 54. MusicQubed owns all substantial rights, interest, and title in and to the '060
2 patent, including the sole and exclusive right to prosecute this action and enforce it
3 against infringer and to collect damages for all relevant times.

4 55. The claims of the '060 patent are not directed to an abstract idea and are not
5 limited to well-understood, routine, or conventional activity. Rather, the claimed
6 inventions include inventive components and functionalities that improve upon the
7 function and operation for adaptive video delivery, in particular supplying video
8 images to multiple users across a network.

9 56. The written description of the '060 patent describes in technical detail each
10 limitation of the claims, allowing a skilled artisan to understand the scope of the claims
11 and how the non-conventional and non-generic combination of claim limitations is
12 patently distinct from and improved upon what may have been considered
13 conventional or generic in the art at the time of the invention.

14 57. LiveOne has directly infringed and continues to directly infringe one or
15 more claims of the '060 patent by making, using, selling, offering to sell, providing,
16 supplying, or distributing the Accused Products.

17 58. LiveOne has directly infringed, either literally or under the doctrine of
18 equivalents, at least claim 24 of the '060 patent.

19 59. LiveOne, using the Accused Products and associated hardware, software,
20 applications, and functionalities, performs a method of transmitting data across a
21 network from a video server device comprising: maintaining in a memory of the video
22 server device a status record for each of one or more respective recipients, each status
23 record being indicative of one or more previous frames sent to each of the one or more
24 respective recipients, and each status record including information on a most recently
25 transmitted intra-frame and residual frame for the one or more respective recipients;
26 identifying similar status records in the memory; and a video coder of the video server
27 device encoding and transmitting one or more frames, residual frame data, and intra-
28 frame data to the one or more respective recipients utilizing information in the status

1 record for each of the one or more respective recipients, encoding once only the one
2 or more frames for transmission to each of the one or more respective recipients
3 corresponding to the identified similar status records. *See Exhibit D.*

4 60. Since at least the time of receiving the complaint in this action, LiveOne has
5 also indirectly infringed the '060 patent by inducing others to directly infringe the '060
6 patent. LiveOne has induced end-users, including, but not limited to, LiveOne's
7 employees, partners, or contractors, to directly infringe, either literally or under the
8 doctrine of equivalents, the '060 patent by providing or requiring use of the Accused
9 Products. LiveOne took active steps, directly or through contractual relationships with
10 others, with the specific intent to cause them to use the Accused Products in a manner
11 that infringes one or more claims of the '060 patent, including, for example, claim 24
12 of the '060 patent. Such steps by LiveOne included, among other things, advising or
13 directing personnel, contractors, or end-users to use the Accused Products in an
14 infringing manner; advertising and promoting the use of the Accused Products in an
15 infringing manner; or distributing instructions that guide users to use the Accused
16 Products in an infringing manner. LiveOne is performing these steps, which constitute
17 induced infringement with the knowledge of the '060 patent and with the knowledge
18 that the induced acts constitute infringement. LiveOne is aware that the normal and
19 customary use of the Accused Products by others would infringe the '060 patent.
20 LiveOne's inducement is ongoing.

21 61. Since at least the time of receiving the complaint in this action, LiveOne has
22 also indirectly infringed the '060 patent by contributing to the infringement of the '060
23 patent. LiveOne has contributed to the direct infringement of the '060 patent by their
24 personnel, contractors, and customers. The Accused Products have special features
25 that are specially designed to be used in an infringing way and that have no substantial
26 uses other than ones that infringe one or more claims of the '060 patent, including, for
27 example, claim 24 of the '060 patent. The special features constitute a material part
28 of the invention of one or more claims of the '060 patent and are not staple articles of

1 commerce suitable for substantial non-infringing use. LiveOne's contributory
2 infringement is ongoing.

3 62. LiveOne has had knowledge of the '060 patent at least as of the date when
4 they were notified of the filing of this action.

5 63. Furthermore, on information and belief, LiveOne has a policy or practice of
6 not reviewing the patents of others, including instructing their employees not to review
7 the patents of others, and thus have been willfully blind of MusicQubed's patent rights.

8 64. LiveOne's actions are at least objectively reckless as to the risk of infringing
9 a valid patent and this objective risk was either known or should have been known by
10 LiveOne.

11 65. LiveOne's direct infringement of one or more claims of the '060 patent is,
12 has been, and continues to be willful, intentional, deliberate, or in conscious disregard
13 of MusicQubed's rights under the patent.

14 66. MusicQubed or its predecessors-in-interest have satisfied all statutory
15 obligations required to collect pre-filing damages for the full period allowed by law
16 for infringement of one or more claims of the '060 patent.

17 67. MusicQubed has been damaged as a result of the infringing conduct by
18 LiveOne as alleged above. LiveOne is liable to MusicQubed in an amount that
19 compensates it for such infringements, which by law cannot be less than a reasonable
20 royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

21 68. MusicQubed has suffered irreparable harm, through its loss of market share
22 and goodwill, for which there is no adequate remedy at law. MusicQubed has and will
23 continue to suffer this harm by virtue of LiveOne's infringement of the '060 patent.
24 LiveOne's actions have interfered with and will interfere with MusicQubed's ability
25 to license technology. The balance of hardships favors MusicQubed's ability to
26 commercialize its own ideas and technology. The public interest in allowing
27 MusicQubed to enforce its right to exclude outweighs other public interests, which
28 supports injunctive relief in this case.

1 **COUNT V: INFRINGEMENT OF U.S. PATENT NO. 8,930,277**

2 69. MusicQubed repeats and re-alleges the allegations in Paragraphs 1-17 above
3 as though fully set forth in their entirety.

4 70. The USPTO duly issued U.S. Patent No. 8,930,277 (the “’277 patent”) on
5 January 6, 2015, after full and fair examination of Application No. 12/772,058, which
6 was filed on April 30, 2010. *See* ’277 patent at p.1.

7 71. The ’277 patent is entitled “Content Management Apparatus.” *See id.*

8 72. MusicQubed owns all substantial rights, interest, and title in and to the ’277
9 patent, including the sole and exclusive right to prosecute this action and enforce the
10 ’277 patent against infringers, and to collect damages for all relevant times.

11 73. The claims of the ’277 patent are not directed to an abstract idea and are not
12 limited to well-understood, routine, or conventional activity. Rather, the claimed
13 inventions include inventive components that improve upon the function and operation
14 for providing content to a user device and controlling access of the user device to
15 specific content.

16 74. The written description of the ’277 patent describes in technical detail each
17 limitation of the claims, allowing a skilled artisan to understand the scope of the claims
18 and how the non-conventional and non-generic combination of claim limitations is
19 patently distinct from and improved upon what may have been considered
20 conventional or generic in the art at the priority date. The ’277 patent also identifies
21 and circumscribes all information necessary for a skilled artisan to perform each
22 limitation in the claims in light of that which was known in the art at the priority date.

23 75. LiveOne has infringed and continues to infringe the ’277 patent by making,
24 using, providing, supplying, selling, offering for sale, or distributing the Accused
25 Products.

26 76. LiveOne has directly infringed, either literally or under the doctrine of
27 equivalents, at least claim 1 of the ’277 patent.

28 77. LiveOne, using the Accused Products and associated hardware, software,

1 applications, and functionalities, performs a method of providing one or more items
2 of content from a presentable list or chart to a plurality of user devices, comprising:
3 defining, at a server, user access permissions, including temporary user access
4 permissions, relating to one or more items of content; distributing to an application on
5 a user device for storage thereon, the one or more items of content, as a of fragments
6 in a format capable of being played by the application providing temporary access to
7 said one or more items of content by temporarily reconstituting a respective item of
8 content from the plurality of constituent fragments based on the defined user access
9 permissions; and after distributing the one or more items of content in the fragmented
10 format and in response to a permission change or purchase event, instructing said
11 application to convert the plurality of fragments into a permanent reconstructed
12 format. *See Exhibit E.*

13 78. Since at least the time of receiving the Complaint in this action, LiveOne
14 has also indirectly infringed and continues to indirectly infringe the '277 patent by
15 inducing others to directly infringe the '277 patent. LiveOne has induced and
16 continues to induce its subsidiaries, partners, affiliates, and end-users, including
17 LiveOne's customers and potential customers, to directly infringe, either literally or
18 under the doctrine of equivalents, the '277 patent by using the Accused Products.
19 LiveOne took active steps, directly or through contractual relationships with others,
20 with the specific intent to cause them to use the Accused Products in a manner that
21 infringes one or more claims of the '277 patent, including, for example, claim 1 of the
22 '277 patent. Such steps by LiveOne included, among other things, advising or
23 directing personnel, contractors, or end-users to make or use the Accused Products in
24 an infringing manner; advertising and promoting the use of the Accused Products in
25 an infringing manner; or distributing instructions that guide users to use the Accused
26 Products in an infringing manner. LiveOne is performing these steps, which constitute
27 induced infringement with the knowledge of the '277 patent and with the knowledge
28 that the induced acts constitute infringement. LiveOne is aware that the normal and

1 customary use of the Accused Products by others would infringe the '277 patent.
2 LiveOne's inducement is ongoing.

3 79. Since at least the time of receiving the Complaint in this action, LiveOne
4 has also indirectly infringed and continues to indirectly infringe by contributing to the
5 infringement of the '277 patent. LiveOne has contributed and continues to contribute
6 to the direct infringement of the '277 patent by personnel, contractors, customers, and
7 other end users by encouraging them to use the Accused Products to perform the steps
8 of the patented process as described in one or more claims of the '277 patent. The
9 Accused Products have special features that are specially designed to be used in an
10 infringing way and that have no substantial uses other than ones that infringe one or
11 more claims of the '277 patent, including, for example, claim 1 of the '277 patent.
12 The special features include, for example, claim 1 of the '277 patent. The special
13 features constitute a material part of the invention of one or more of the claims of the
14 '277 patent and are not staple articles of commerce suitable for substantial non-
15 infringing use. LiveOne's contributory infringement is ongoing.

16 80. LiveOne has had knowledge of the '277 patent at least as of the date when
17 it was notified of the filing of this action.

18 81. Furthermore, on information and belief, LiveOne has a policy or practice of
19 not reviewing the patents of others (including instructing their employees to not review
20 the patents of others), and thus has been willfully blind of MusicQubed's patent rights.

21 82. LiveOne's actions are at least objectively reckless as to the risk of infringing
22 a valid patent and this objective risk was either known or should have been known by
23 LiveOne.

24 83. Since at least the time of receiving the Complaint in this action, LiveOne's
25 direct and indirect infringement of the '277 patent is, has been, and continues to be
26 willful, intentional, deliberate, or in conscious disregard of MusicQubed's rights under
27 the patent.

28 84. MusicQubed or its predecessors-in-interest have satisfied all statutory

1 obligations required to collect pre-filing damages for the full period allowed by law
2 for infringement of the '277 patent.

3 85. MusicQubed has been damaged and continues to be damaged as a result of
4 the infringing conduct by LiveOne alleged above. LiveOne is liable to MusicQubed
5 in an amount that compensates it for such infringement, which by law cannot be less
6 than a reasonable royalty, together with interest and costs as fixed by this Court under
7 35 U.S.C. § 284.

8 86. MusicQubed has suffered and continues to suffer irreparable harm, through
9 its loss of market share and goodwill, for which there is no adequate remedy at law.
10 MusicQubed has and will continue to suffer this harm by virtue of LiveOne's
11 infringement of the '277 patent. LiveOne's actions have interfered with and will
12 interfere with MusicQubed's ability to license technology. The balance of hardships
13 favors MusicQubed's ability to commercialize its own ideas and technology. The
14 public interest in allowing MusicQubed to enforce its right to exclude outweighs other
15 public interests, which supports injunctive relief in this case.

16 **COUNT VI: INFRINGEMENT OF U.S. PATENT NO. 9,491,215**

17 87. MusicQubed repeats and re-alleges the allegations in Paragraphs 1-17 above
18 as though fully set forth in their entirety.

19 88. The USPTO duly issued U.S. Patent No. 9,491,215 (the "'215 patent") on
20 November 8, 2016, after a full and fair examination of Application No. 14/700,778,
21 which was filed on April 30, 2015. *See* '215 patent at p.1.

22 89. The '215 patent is entitled "Content Management Apparatus." *See id.*

23 90. MusicQubed owns all substantial rights, interest, and title in and to the '215
24 patent, including the sole and exclusive right to prosecute this action and enforce it
25 against infringer and to collect damages for all relevant times.

26 91. The claims of the '215 patent are not directed to an abstract idea and are not
27 limited to well-understood, routine, or conventional activity. Rather, the claimed
28 inventions include inventive components and functionalities that improve upon the

1 function and operation for the distribution of electronic information stored on a device.

2 92. The written description of the '215 patent describes in technical detail each
3 limitation of the claims, allowing a skilled artisan to understand the scope of the claims
4 and how the non-conventional and non-generic combination of claim limitations is
5 patently distinct from and improved upon what may have been considered
6 conventional or generic in the art at the time of the invention.

7 93. LiveOne has directly infringed one or more claims of the '215 patent by
8 making, using, selling, offering to sell, providing, supplying, or distributing the
9 Accused Products.

10 94. LiveOne has directly infringed, either literally or under the doctrine of
11 equivalents, at least claim 1 of the '215 patent.

12 95. LiveOne, using the Accused Products and associated hardware, software,
13 applications, and functionalities, performed a method comprising a receiving device:
14 sending, to an intermediate server device, a request to deliver content identified by a
15 notification received from the intermediate server device; sending, to the intermediate
16 server device, one or more messages that are indicative of installed software of the
17 recipient device that the recipient device uses to protect the content; and receiving the
18 content, from the intermediate server device, if the one or more messages are
19 indicative of software trusted to enforce a content policy associated with the content.
20 *See Exhibit F.*

21 96. MusicQubed or its predecessors-in-interest have satisfied all statutory
22 obligations required to collect pre-filing damages for the full period allowed by law
23 for infringement of one or more claims of the '215 patent.

24 97. MusicQubed has been damaged as a result of the infringing conduct by
25 LiveOne as alleged above. Thus, LiveOne is liable to MusicQubed in an amount that
26 compensates it for such infringements, which by law cannot be less than a reasonable
27 royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.
28

1 **COUNT VII: INFRINGEMENT OF U.S. PATENT NO. 10,469,601**

2 98. MusicQubed repeats and re-alleges the allegations in Paragraphs 1-17 above
3 as though fully set forth in their entirety.

4 99. The USPTO duly issued U.S. Patent No. 10,469,601 (the “’601 patent”) on
5 November 5, 2019, after a full and fair examination of Application No. 13/695,413,
6 which was filed on April 28, 2011. *See* ’601 patent at 1.

7 100. The ’601 patent is entitled “Content Management Apparatus.” *See id.*

8 101. MusicQubed owns all substantial rights, interest, and title in and to the ’601
9 patent, including the sole and exclusive right to prosecute this action and enforce it
10 against infringer and to collect damages for all relevant times.

11 102. The claims of the ’601 patent are not directed to an abstract idea and are not
12 limited to well-understood, routine, or conventional activity. Rather, the claimed
13 inventions include inventive components and functionalities that improve upon the
14 function and operation for providing a chart of content to a user device and controlling
15 at least temporary access of the user device to content items listed in the chart.

16 103. The written description of the ’601 patent describes in technical detail each
17 limitation of the claims, allowing a skilled artisan to understand the scope of the claims
18 and how the non-conventional and non-generic combination of claim limitations is
19 patently distinct from and improved upon what may have been considered
20 conventional or generic in the art at the time of the invention.

21 104. LiveOne has directly infringed and continue to directly infringe one or more
22 claims of the ’601 patent by making, using, selling, offering to sell, providing,
23 supplying, or distributing the Accused Products.

24 105. LiveOne has directly infringed, either literally or under the doctrine of
25 equivalents, at least claim 51 of the ’601 patent.

26 106. LiveOne, using the Accused Products and associated hardware, software,
27 applications, and functionalities, performs a method in a mobile device comprising:
28 accessing one or more charts provide on a remote apparatus, each chart listing one or

1 more content items; accessing permission data relating to at least one or more content
2 items in the chart defining how the at least one of the one or more content items may
3 be used by a user of the device; monitoring use of the at least one of the one or more
4 content items by a user of the device; determining a first consumption event of the one
5 or more content items; associating a second value with the second consumption event,
6 wherein the second value is different from the first value; determining one or more
7 scores indicative of consumer response to the one or more content items based on the
8 first value and the second value; and automatically generating a report based on the
9 one or more scores, denoting the popularity of the one or more content items. *See*

10 **Exhibit G.**

11 107. Since at least the time of receiving the complaint in this action, LiveOne has
12 also indirectly infringed the '601 patent by inducing others to directly infringe the '601
13 patent. LiveOne has induced end-users, including, but not limited to, LiveOne's
14 employees, partners, or contractors, to directly infringe, either literally or under the
15 doctrine of equivalents, the '601 patent by providing or requiring use of the Accused
16 Products. LiveOne took active steps, directly or through contractual relationships with
17 others, with the specific intent to cause them to use the Accused Products in a manner
18 that infringes one or more claims of the '601 patent, including, for example, claim 51
19 of the '601 patent. Such steps by LiveOne included, among other things, advising or
20 directing personnel, contractors, or end-users to use the Accused Products in an
21 infringing manner; advertising and promoting the use of the Accused Products in an
22 infringing manner; or distributing instructions that guide users to use the Accused
23 Products in an infringing manner. LiveOne is performing these steps, which constitute
24 induced infringement with the knowledge of the '601 patent and with the knowledge
25 that the induced acts constitute infringement. LiveOne is aware that the normal and
26 customary use of the Accused Products by others would infringe the '601 patent.
27 LiveOne's inducement is ongoing.

28 108. Since at least the time of receiving the complaint in this action, LiveOne has

1 also indirectly infringed the '601 patent by contributing to the infringement of the '601
2 patent. LiveOne has contributed to the direct infringement of the '601 patent by their
3 personnel, contractors, and customers. The Accused Products have special features
4 that are specially designed to be used in an infringing way and that have no substantial
5 uses other than ones that infringe one or more claims of the '601 patent, including, for
6 example, claim 51 of the '601 patent. The special features constitute a material part
7 of the invention of one or more claims of the '601 patent and are not staple articles of
8 commerce suitable for substantial non-infringing use. LiveOne's contributory
9 infringement is ongoing.

10 109. LiveOne has had knowledge of the '601 patent at least as of the date when
11 they were notified of the filing of this action.

12 110. Furthermore, on information and belief, LiveOne has a policy or practice of
13 not reviewing the patents of others, including instructing their employees not to review
14 the patents of others, and thus have been willfully blind of MusicQubed's patent rights.

15 111. LiveOne's actions are at least objectively reckless as to the risk of infringing
16 a valid patent and this objective risk was either known or should have been known by
17 LiveOne.

18 112. LiveOne's direct infringement of one or more claims of the '601 patent is,
19 has been, and continues to be willful, intentional, deliberate, or in conscious disregard
20 of MusicQubed's rights under the patent.

21 113. MusicQubed or its predecessors-in-interest have satisfied all statutory
22 obligations required to collect pre-filing damages for the full period allowed by law
23 for infringement of one or more claims of the '601 patent.

24 114. MusicQubed has been damaged as a result of the infringing conduct by
25 LiveOne as alleged above. Thus, LiveOne is liable to MusicQubed in an amount that
26 compensates it for such infringements, which by law cannot be less than a reasonable
27 royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

28 115. MusicQubed has suffered irreparable harm, through its loss of market share

1 and goodwill, for which there is no adequate remedy at law. MusicQubed has and will
2 continue to suffer this harm by virtue of LiveOne’s infringement of the ’601 patent.
3 LiveOne’s actions have interfered with and will interfere with MusicQubed’s ability
4 to license technology. The balance of hardships favors MusicQubed’s ability to
5 commercialize its own ideas and technology. The public interest in allowing
6 MusicQubed to enforce its right to exclude outweighs other public interests, which
7 supports injunctive relief in this case.

8 **JURY DEMAND**

9 116. MusicQubed hereby requests a trial by jury on all issues so triable by right.

10 **PRAYER FOR RELIEF**

11 117. WHEREFORE, MusicQubed requests that the Court find in its favor and
12 against LiveOne, and that the Court grant MusicQubed the following relief:

- 13 a. Judgment that one or more claims of the Asserted Patents have been
14 infringed, either literally or under the doctrine of equivalents, by LiveOne
15 or all others acting in concert therewith;
- 16 b. A permanent injunction enjoining LiveOne and its officers, directors,
17 agents, servants, affiliates, employees, divisions, branches, subsidiaries,
18 parents, and all others acting in concert therewith from infringement of
19 the ’060 patent, the ’277 patent, and the ’601 patent; or, in the alternative,
20 an award of a reasonable ongoing royalty for future infringement of the
21 ’060 patent, the ’277 patent, and the ’601 patent by such entities;
- 22 c. Judgment that LiveOne account for and pay to MusicQubed all damages
23 to and costs incurred by MusicQubed because of LiveOne’s infringing
24 activities and other conduct complained of herein;
- 25 d. Judgment that LiveOne’s infringement of the ’060 patent, the ’277 patent,
26 and the ’601 patent be found willful, and that the Court award treble
27 damages for the period of such willful infringement pursuant to 35 U.S.C.
28 § 284;

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- e. Pre-judgment and post-judgment interest on the damages caused by LiveOne’s infringing activities and other conduct complained of herein;
- f. That this Court declare this an exceptional case and award MusicQubed its reasonable attorneys’ fees and costs in accordance with 35 U.S.C. § 285; and
- g. All other and further relief as the Court may deem just and proper under the circumstances.

1 Dated: July 19, 2024

Respectfully submitted,

2 /s/ Steven W. Ritcheson

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16 *Attorneys For Plaintiff, MUSICQUBED INNOVATIONS, LLC*

17 **List of Exhibits**

- 18 A. Evidence of Use Chart – U.S. Patent No. RE 42,685
- 19 B. Evidence of Use Chart – U.S. Patent No. 7,130,616
- 20 C. Evidence of Use Chart – U.S. Patent No. 7,461,077
- 21 D. Evidence of Use Chart – U.S. Patent No. 7,975,060
- 22 E. Evidence of Use Chart – U.S. Patent No. 8,930,277
- 23 F. Evidence of Use Chart – U.S. Patent No. 9,491,215
- 24 G. Evidence of Use Chart – U.S. Patent No. 10,469,601