IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

MOBILE EQUITY CORP.,	§	
	§	
Plaintiff,	§	Civil Action No. 2:24-cv-641
	§	
v.	§	
	§	JURY TRIAL DEMANDED
EXXON MOBIL CORPORATION,	§	
	§	
Defendant.	§	

ORIGINAL COMPLAINT

Plaintiff Mobile Equity Corp. ("MEC") files this Original Complaint against Defendant Exxon Mobil Corporation ("Exxon" or "Defendant"), alleging as follows:

I. INTRODUCTION

1. MEC invented a novel and cost-effective technical structure for conducting mobile-payment transactions, making them more secure, convenient, and efficient. It filed a provisional patent for this ground-breaking invention in 2009—years before Apple Pay, Samsung Pay, and Exxon Mobil Rewards+,[1] previously called Speedpass+[2] (collectively both are "Exxon Pay"), were released.[3]

2. MEC sought patent protection on its intellectual property, raised venture capital to build its business and platform, developed a working mobile-payments platform it demoed, and

[1] Exxon Mobil Rewards+ is the name of Exxon's loyalty program that was launched in 2018.
[2] *See, e.g.*, https://www.exxon.com/en/rewards-app-faqs ("Speedpass+ is the namesake of Exxon and Mobil's first fuel payment app and lives on as the infrastructure and communication method which supports mobile payment transactions in our Exxon Mobil Rewards+ app today, allowing users to safely and securely pay for gas, earn points and get rewarded.").
[3] Apple Pay was released in October 2014. Samsung Pay was released in August 2015. Exxon Pay was piloted in August 2013 and, apparently, gradually expanded after that time.

obtained its first patent in November 2013. MEC approached the industry to revolutionize its systems with its patented technology, but, after years of hard work, MEC's innovations were simply taken without its permission.

3. In 1997, Mobil, which became Exxon in 1999, launched a radio-frequency identification ("RFID") based key-fob called Speedpass that provided information for payment to a gas pump. The system used was vulnerable to attack, and a group of Johns Hopkins University and RSA Laboratory researchers demonstrated the Speedpass key-fobs could be copied in 2005.[4] Exxon did not fully retire the system in the United States until 2019.[5]

4. In August 2013, almost four years after MEC filed its provisional patent application, Exxon launched a limited trial of its SpeedPass+ app in Tennessee.[6]

5. In December 2013, Exxon joined the Merchant Customer Exchange ("MCX"), a large consortium of major U.S. retailers (*e.g.*, Exxon, Walmart, Target, 7 Eleven, and CVS), which was founded in 2012.

6. In 2015, Exxon was demoing a mobile-payments solution created by MCX. By the summer of 2015, MCX had been delayed multiple times, had proven difficult to implement, and looked unlikely to succeed.[7]

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[4] *See* https://pages.jh.edu/gazette/2005/07feb05/07rfid.html.

[5] *See, e.g.*, https://web.archive.org/web/20190208003530/https://www.exxon.com/en ("All stations will stop accepting the SpeedPass key tag by June 30, 2019"); https://www.esso.ca/en-ca/key-tag-faqs (for Canadian customers "As of July 1, 2022, the Speedpass Keytag program has been retired").

[6] *See, e.g.*, https://www.cspdailynews.com/technologyservices/exxonmobil-launches-speedpass-mobile-payment-app; https://www.americanbanker.com/payments/news/exxonmobils-payment-app-encourages-phone-use-at-the-pumpsafely; https://www.hoganlovells.com/-/media/hogan-lovells/pdf/publication/globalpaymentsnewsletter8aug2013_pdf.pdf.

[7] *See, e.g.*, https://digital.hbs.edu/platform-rctom/submission/mcx-and-currentc-how-to-become-the-laughingstock-of-the-mobile-payments-industry/; *see also* https://www.businesswire.com/news/home/20151014005927/en/MCX%E2%80%99s-CurrentC%E2%84%A2-Expands-Columbus-Beta-Shoppers-Checkout.

7. Exxon Pay is an Exxon service that provides a mobile-payment technology that allows an Exxon customer, using an Exxon-provided app, to "use the app to pay for Synergy™[8] fuel, or pay inside the convenience store, with your phone. Say goodbye to taking your wallet out and swiping your credit card."[9] The "Exxon Mobil Rewards+ app allows you to stay in the comfort of your vehicle while you pay for Synergy™ fuel with your phone."[10] Exxon Pay also serves to enroll Exxon's customers to join its reward program and to use points generated from the program to pay for fuel and other Exxon items, further benefitting Exxon from the use of Exxon Pay.

8. Exxon Pay incorporates MEC's patented technology, without MEC's permission. It infringes MEC's Patents.

9. MEC's technology has been successful for Exxon. Exxon has repeatedly praised the solution Exxon Pay represents. On information and belief, Exxon Pay processes billions of dollars annually for Exxon. But Exxon has not compensated MEC for the use of MEC's invention.

10. MEC's business has suffered because of Exxon infringement. This action is to remedy that infringement and to require Exxon to respect MEC's patent rights.

II. NATURE OF THE SUIT

11. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code.

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[8] Synergy is Exxon's brand of fuel. *See, e.g.*, https://www.exxon.com/en/unleaded-gasoline ("When you fill up at an Exxon™ or Mobil™ station, you can be confident you're getting high quality gasoline every time. Available in three octane levels, our Synergy gasoline has been engineered to help clean up intake valves and improve gas mileage and performance").

[9] *See, e.g.*, https://www.exxon.com/en/rewards-app-faqs. Exxon Pay is discussed in detail later in this Complaint.

[10] *See, e.g.*, https://apps.apple.com/us/app/exxon-mobil-rewards/id668175318 (last visited June 26, 2024); https://play.google.com/store/apps/details?id=com.webmarketing.exxonmpl (same).

III. THE PARTIES

12. Plaintiff **Mobile Equity Corp.** is a Delaware corporation with a principal place of business in Allen, Texas, within this District.

13. Defendant **Exxon Mobil Corporation** is a New Jersey corporation with several divisions and hundreds of affiliates and a principal place of business at 22777 Springwoods Village Parkway, Spring, Texas 77389-1425.[11] As recently as June 2023, Exxon's principal place of business was 5959 Las Colinas Boulevard, Irving, Texas 75039-2298. Exxon has been registered with the Texas Secretary of State since 1972 and may be served through its registered agent in Texas: Corporation Service Company d/b/a CSC-Lawyers Inco, 211 E. 7th Street Suite 620, Austin, TX 78701.

IV. JURISDICTION AND VENUE

14. This action arises under the patent laws of the United States, Title 35 of the United States Code. Thus, this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

15. This Court has personal jurisdiction over Exxon.

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

17. This Court has personal jurisdiction over Exxon in this action because Exxon has committed acts within this District giving rise to this action and has established minimum contacts with this forum such that the exercise of jurisdiction over Exxon would not offend traditional notions of fair play and substantial justice. Exxon has committed and continues to commit acts of

[11] *See, e.g.*, https://ir.exxonmobil.com/static-files/27f72e47-a775-42ec-92f9-6627e7a966eb (Exxon February 28, 2024 10-K filing).

infringement in this District by, among other things, using, offering to sell, and selling products and/or services that infringe the Asserted Patents, including Exxon Pay.

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

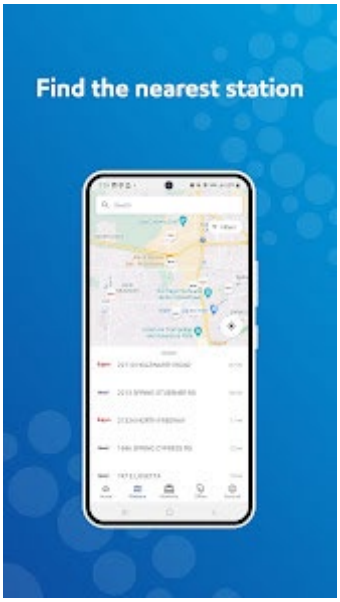
19. Venue is proper in this Court under 28 U.S.C. § 1400(b) and, in the alternative, §§ 1391(b)(3), for at least the reasons set forth above. Exxon is registered to do business in Texas, and Exxon has transacted business in this District. Exxon has regular and established places of business in this District. Exxon has committed acts of direct and indirect infringement in this District.

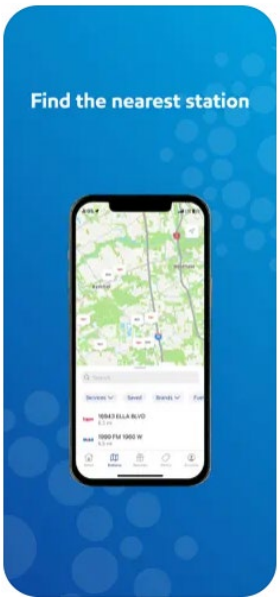
20. Exxon offers its products and/or services, including those accused herein of infringement, to customers and potential customers located in Texas and in this District. As non-limiting examples, Exxon distributes products directly to customers and through its partners, including through Apple's App Store, Google's Google Play, and automobile manufacturers. Among its other businesses, Exxon is in the business of providing mobile-payment services in this District.

A. Exxon Has an Extensive Presence in Texas and in This District

21. Exxon operates over 1,900 Exxon gas-stations in Texas. Exxon operates more stations in Texas than it does in any other state, over 50% more stations than its next largest state (Florida), and more stations than its next two largest states (Florida and New York) combined.[12]

22. Exxon provides a service to locate its stations through its website, which also advertises the Exxon Pay app: "Get the Exxon Mobil Rewards+™ app and earn when you pay!"[13] Exxon also provides a similar service to locate its stations through the Exxon Pay app :[14]





23. Exxon's stations, which are clearly identified through Exxon's website, the Exxon Pay app, and Exxon's signage on its stations, include a great concentration of stations within this District, including locations in, at least, the following towns and cities in this District: Allen,

[12] *See, e.g.,* https://www.scrapehero.com/location-reports/Exxon%20Mobil-USA/.
[13] *See, e.g.*, https://www.exxon.com/en/find-station/ (describing how Exxon's website provides the ability to search and receive "a map and a listing of Exxon and Mobil service stations in the surrounding area").
[14] *See, e.g.*, *See, e.g.*, https://apps.apple.com/us/app/exxon-mobil-rewards/id668175318 (showing screenshot with the ability to "Find the nearest station" and describing the feature to "Find the nearest Exxon and Mobil stations");
https://play.google.com/store/apps/details?id=com.webmarketing.exxonmpl (same).

Atlanta, Athens, Aubery, Avinger, Beaumont, Bonham, Canton, Carthage, Center, Clarksville, Collinsville, Corrigan, Daingerfield, Denison, Denton, Jefferson, Henderson, Honey Grove, Gainsville, Garrison, Gilmer, Gladewater, Gun Barrel City, Grand Saline, Hallsville, Huges Springs, Jasper, Jacksonville, Kilgore, Kirbyville, Kountze, Leonard, Liberty, Liberty City, Lindale, Linden, Livingston, Longview, Lone Star, Lufkin, Marshall, McKinney, Melissa, Midcity, Mineola, Mt. Pleasant, Mt. Vernon, Nacogdoches, Newton, Paris, Palestine, Pittsburg, Plano, Port Arthur, Prosper, Rusk, Sherman, Denison, Sulphur Springs, Tatum, Texarkana, Tom Bean, Trenton, Tyler, Van, Warren, Waskom, Winnie, Winnsboro, Wolfe City, and Woodville.[15]

24. To the extent any of Exxon's stations are operated by a third party, such as a by a franchisee, such a station and its employees are the agents of Exxon, at least for the allegations and claims in this Complaint. Exxon exercises significant control over its stations, including stations operated by third parties. This control over its stations, including stations operated by third parties, is not ancillary to Exxon's business, which focuses on the manufacture and sale of fuel.[16] On information and belief, as a list of examples of other aspects of control, Exxon (1) requires stations to use its branding, including Exxon's signage and logos; (2) requires stations to use its fuel; (3) requires stations to accept its payment methods and to be bound by their terms; (4) requires stations to meet specified technical requirements, including to operate hardware and software compatible with Exxon Pay; (5) controls the interaction with Exxon's computer systems; (6) has the right to all data from the use of its systems, including Exxon Pay; (7) requires stations to accept inspection and collection of information and has employees regularly visit and inspect

[15] *See, e.g.*, https://www.exxon.com/en/find-station/texas.
[16] *See, e.g.*, https://www.exxon.com/en (focusing, essentially entirely, on fuel and fuel sales); *see also* https://corporate.exxonmobil.com/who-we-are/our-global-organization/business-divisions (stating that Exxon is "one of the largest integrated fuels, lubricants and chemical companies in the world").

its stations, including stations in this District; (8) provides step-by-step instructions to the stations, including as it relates to Exxon Pay; (9) solicits and receives feedback on its stations from its customers; (10) provides online presence and marketing material to its stations; (12) requires seeking and receiving Exxon's approval all forms of marketing or advertising regarding its stations; (13) provides offers specific to its stations to Exxon customers through Exxon Pay; (14) accepts Exxon Pay payment at pumps and inside stations; (15) provides training and execution information to station employees, including through Exxon apps; (16) requires the station and station employees to perform services, including services regarding payment and upkeep, for the station's pumps, and/or (17) requires stations to accept Exxon's communications methods.

25. Exxon has refinery and chemical-plant operations in Texas, including in, at least, Beaumont in this District. Exxon has oil-and-gas operations in Texas, including, at least, in Anderson, Angelina, Cass, Cherokee, Franklin, Gregg, Harrison, Henderson, Houston, Jasper, Jefferson, Liberty, Marion, Nacogdoches, Orange, Panola, Polk, Rusk, Sabine, San Augustine, Shelby, Smith, Titus, Trinity, Tyler, Upshur, and Wood counties in this District.

26. Exxon operates a number of corporate offices in Texas.

27. Exxon employs 1,000s of people in this District.

B. Exxon Pay Has Been Used in Texas and in This District

28. Exxon Pay was widely available by, at least, July 2016.[17]

29. Exxon Pay has been used in this District for many years. Exxon Pay has been put into service in this District, including by Exxon and its customers. Exxon has distributed the Exxon Pay application in this District, including distributing the Exxon Pay application through third-

[17] *See, e.g.*, https://corporate.exxonmobil.com/news/news-releases/2016/0308_exxonmobil-launches-speedpass-mobile-payment-app-with-apple-pay (announcing launch with Apple Pay in March 2016 and stating "ExxonMobil plans to expand the app's availability to more than 8,000 branded locations by mid-year").

parties such as Apple and Google. The Exxon Pay application has also been distributed in this District and across the country through third-party automobile partners, such as General Motors for its GM vehicles.[18]

30. Exxon Pay is used in this District to, at least, receive an identifier to initiate a transaction that identifies an Exxon terminal (*e.g.*, a point-of-sale terminal at an Exxon pump), such as an identifier evidenced in the Quick Response ("QR") code displayed on Exxon terminals in this District that are scanned by the Exxon Pay app. Exxon Pay is used in this District to, at least, send a request for transaction information to the Exxon terminal in this District associated with the identifier. Exxon Pay is used in this District to, at least, receive transaction information from the Exxon terminal, including the amount of the transaction. Exxon Pay is used in this District to, at least, identify a purchase account and initiate a transaction.

31. Exxon derives financial benefits through its business in Texas and in this District.

32. On information and belief, Exxon Pay has been used in more Texas Exxon stations than those of any other individual state. On information and belief, more Exxon Pay transactions have occurred in Texas than in any other state.

V. BACKGROUND

A. MEC and the Patented Technology

1. The Financial Services Industry Is an Active Area of Innovation

33. The financial-services industry is one of active change and innovation.

34. Finance and technological development have been linked throughout history. For example, writing in early civilization may have developed to record payments and debts. The term

[18] *See, e.g.*, https://www.businesswire.com/news/home/20180807005465/en/ExxonMobil%E2%80%99s-Speedpass-App-Now-Available-in-General-Motors-Vehicles.

"fintech" has been coined to refer to the large number of technology companies that seek to revolutionize the financial industry.

35. The last 75 years have seen a great number of financial-services innovations that have fundamentally changed our day-to-day lives, such as, credit cards; automatic teller machines (ATM); online banking; automatic bill payment; mobile wallets; automated clearing house transfers (ACH); electronic benefit transfer cards (EBT); and cryptocurrencies.

36. Innovations in the financial technology are patented by institutions from banks (e.g., Bank of America, JPMorgan Chase, USAA) to credit-card companies (e.g., Visa, Mastercard) and to traditional technology companies (e.g., Apple, Google, Microsoft, IBM). These companies often tout the number of patents that they hold.

37. Mobile payment is and has been an active area of invention. Many different approaches to mobile payments exist.

38. Promoting financial-services innovation has been a theme of, at least, the three most recent presidential administrations.[19]

2. The Asserted Patents

39. This cause of action asserts infringement of United States Patent Nos. 8,589,236 (the "'236 Patent") and 10,535,058 (the "'058 Patent") (collectively, the "Asserted Patents" or the "MEC Patents").

40. The U.S. Patent & Trademark Office ("Patent Office") rigorously scrutinizes applications for fintech-related inventions, such as the inventions in MEC's Patents. That includes

[19] *See, e.g.*, https://obamawhitehouse.archives.gov/blog/2016/06/10/future-finance-now; https://home.treasury.gov/sites/default/files/2018-08/A-Financial-System-that-Creates-Economic-Opportunities---Nonbank-Financials-Fintech-and-Innovation_0.pdf; https://hill.house.gov/news/documentsingle.aspx?DocumentID=8090 ("Biden Administration Expected to Aid FinTech Innovation").

a strict examination to determine if the patent applications claim patent-eligible subject matter under 35 U.S.C. § 101. Allowance rates for fintech-related inventions are low. The Patent Office's allowance of patents in the fintech area thus reflects that the patents are valid and claim eligible subject matter.

41. A true and correct copy of the '236 Patent, entitled "Mobile Payment Station System and Method," with Mr. Marwan Afana as the named inventor, is attached hereto as Exhibit 1.

42. The '236 Patent duly and legally issued on November 19, 2013.

43. MEC is the current owner by assignment of all rights, title, and interest in and under the '236 Patent. MEC has standing to sue for infringement of the '236 Patent.

44. A true and correct copy of the '058 Patent, entitled "Mobile Payment Station System and Method," with Mr. Marwan Afana as the named inventor, is attached hereto as Exhibit 2.

45. The '058 Patent duly and legally issued on January 14, 2020.

46. MEC is the current owner by assignment of all rights, title, and interest in and under the '058 Patent. MEC has standing to sue for infringement of the '058 Patent.

3. The Development of MEC's Patented Inventions

47. The Asserted Patents result from the inventive work of Mr. Marwan Afana. Mr. Afana devoted the last 11 years of his life to pursing his mobile-payment invention and building a business based around his technology. Sadly and tragically, in November 2020, Mr. Afana unexpectedly passed away from COVID-19.

48. Mr. Afana immigrated to the Dallas area from Saudi Arabia in the 1980s to study electrical engineering. He then spent over 20 years working with large telecommunications

companies—such as AT&T, Ericsson, Lucent, and MCI—developing their projects (some on a global scale) for mobile networks, point-of-sale systems, mobile imaging, and billing systems.

49. The intersection of his life's experience led Mr. Afana to see a novel solution for mobile payments. Based on his belief in his invention, Mr. Afana left his secure and lucrative engineering career to build MEC.

50. Mr. Afana's novel solution, reflected in the Asserted Patents, provides a revolutionary, elegant, and counter-intuitive payment system that improves the security and convenience of conventional merchant point-of-sale systems while reusing existing hardware. The solution understands the function and problems of traditional point-of-sale systems and cleverly engineers a way to build a new system that incorporates elements of existing systems to make payment transactions more secure, efficient, and convenient.

i) **Conventional Payment Systems**

51. Conventional payment-card transactions are familiar to most adults, though their technology has changed over the years (e.g., "swiping," "dipping," or "tapping" a credit card at the point of sale). These transactions bundle transaction information and the purchaser's information into a transmission from the payment terminal. In the conventional approach, transactions are initiated and flow in a "forward" path from the payment terminal to an authorization server containing both the purchase and payment information.

52. The conventional architecture is based on receiving the customer's account number at the point-of-sale terminal (*e.g.*, through a "swipe" or near-field communications, "NFC," transmission) and then having the terminal transmit that information to the banks through payment-

clearing networks. MEC's provisional patent application depicts this conventional architecture as follows:[20]

53. These conventional architectures are technical systems that have technical problems, including security vulnerabilities. One category of security vulnerability they suffer from is exposing a customer's account information (*e.g.*, credit card information). These vulnerabilities are the result of the structure of conventional systems.

54. One security vulnerability is at the point-of-sale terminal itself. The conventional system, as it existed in 2009, required the customer to provide account information at the terminal, such as through swiping the physical card, tapping the card, or through an NFC-protocol transmission.

55. This engineering design exposes the customer's information, risking its compromise, such as through a credit-card skimmer.

[20] U.S. Provisional App. No. 61/279,322, at 10.

56. Exxon customers have repeatedly been victims of such skimming attacks.[21] The customers of other retailers have also been the targets of such attacks.[22]

57. This engineering design also exposes the customers' information because it is stored in the terminal. This risks that the information may be compromised, such as through hacking into the point-of-sale terminal (e.g., at a gas pump), such as with a malware attack or a dedicated hardware device, or the transmission between the terminal and the servers.[23]

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[21] *See, e.g.*, https://www.katymagazineonline.com/post/a-local-resident-s-credit-card-skimmed-from-katy-gas-station, https://tylerpaper.com/news/local/police-find-two-new-card-skimmers-at-tyler-gas-station/article_759b0f33-4469-5262-a993-e8a8859bb071.html, https://www.kcentv.com/article/news/crime/temple-police-find-card-skimmers-at-exxon/500-73fc25cf-364e-489a-b9e3-05ac821ce7fe, https://tylerpaper.com/suspected-credit-card-skimmers-among-indictments/article_8a98d2c3-8d82-5e6b-88bd-0ae06adae6a8.html, https://www.marshallnewsmessenger.com/news/harrison-county-investigates-gas-pump-skimmer-found-at-local-station/article_55abc1e4-7b10-11e9-97f0-fff671e11bfc.html, https://universitystar.com/21823/news/credit-card-skimming-on-the-rise-in-san-marcos/, https://www.statesman.com/story/news/local/2019/08/05/scam-alert-credit-card-skimmer-found-at-gas-station-in-south-austin/4533373007/, https://www.chron.com/neighborhood/moco/news/article/credit-card-theft-skimmer-arrests-gas-station-12359163.php, https://sauconsource.com/2020/12/31/credit-card-skimmers-found-at-local-gas-station-police-say/, https://www.nbcdfw.com/news/local/crooks-use-new-technology-to-steal-credit-card-information-at-the-pump/86714/, https://www.idahocountyfreepress.com/news/business/exxon-gas-pumps-get-anti-theft-devices-installed/article_03fd6eec-b57f-11ea-a941-0b446aafc660.html, https://wset.com/news/local/card-skimmers-found-at-local-exxon-gas-station, https://patch.com/virginia/ashburn/skimming-device-found-exxon-sterling, https://www.dailytrib.com/2018/04/24/credit-card-skimmer-found-at-marble-falls-exxon-gas-pump/, https://www.mctxsheriff.org/news_detail_T6_R296.php, https://www.lmtonline.com/local/crime/article/Investigation-continues-after-discovery-of-credit-11330217.php, https://www.fox4news.com/news/cops-increase-in-credit-card-skimmers-across-tarrant-county, https://www.fox44news.com/news/local-news/three-skimmers-found-at-exxon-gas-station-in-temple/.

[22] *See, e.g.,* https://www.arklatexhomepage.com/news/crime/credit-card-skimmer-found-on-gas-pump-at-marshall-convenience-store/ (Marshall, TX); https://www.ksla.com/story/37042359/data-skimmers-found-on-3-pumps-at-arklatex-gas-station/ (same), https://www.kltv.com/2024/03/10/marshall-police-find-card-skimmer-gas-station-near-i-20/ (same), https://www.ktbs.com/credit-card-skimmer-found-at-sams-food-mart-in-marshall/article_691433dc-6093-11eb-884d-5b00ff62dc15.html (same); https://consumer.ftc.gov/consumer-alerts/2018/08/watch-out-card-skimming-gas-pump.

[23] *See, e.g.*, https://docs.broadcom.com/doc/attacks-on-point-of-sale-systems-en.

58. Exxon's point-of-sale systems have been targeted by hackers.[24] Other retailers have also been the targets of such attacks.[25]

59. These security problems are data-security problems that specifically arise as a result of the way the conventional merchant payment networks receive and process sensitive customer-account data.

ii) **MEC's Patented Improvements**

60. The claims of the MEC Patents improve upon the technical structure of payment systems and offer a number of benefits, including compatibility with existing systems, such as by re-using existing point-of-sale hardware by changing its operation. The claims allow a customer to execute a transaction without sharing confidential information (e.g., a credit card number) with the point-of-sale terminal. The claims achieve this through a specific solution that, in part, engineers a counterintuitive change to the conventional communications flow, rearranging it from a "forward" flow to a "backward" flow.

61. Generally speaking, this approach, unlike the conventional approach, begins with a mobile device transmitting a specific identifier—the MEC Patents provide different types—to a server (different types are discussed). For example, a mobile device begins a transaction by identifying a terminal, such as by scanning a QR code displayed on a payment terminal. The mobile device then sends a request to make the transaction, including the scanned identifier (*e.g.*, data that identifies a point-of-sale terminal) to a server. The server then, for example, queries the point-of-sale terminal for the transaction information, such as an amount. The server is able to

[24] *See, e.g.*, articles cited above, https://krebsonsecurity.com/2015/02/fuel-station-skimmers-primed-at-the-pump/.

[25] *See, e.g.*, articles cited above, https://www.thedrive.com/news/31485/credit-card-hackers-targeting-north-american-gas-stations-with-info-stealing-software (targeting fuel dispenser merchants), https://www.usenix.org/conference/usenixsecurity19/presentation/bhaskar.

identify the specific customer's account (e.g., based on the customer sending a request to initiate the transaction), and then clears the transaction using available account information.

62. The MEC Patents thus ensure that confidential information is not accessed by, routed through, or stored in the point-of-sale terminal. The only data exposed at the point-of-sale terminal is, essentially, information that can be publicly known (e.g., the identity of the terminal/merchant and the amount to be paid). The customer's account information is not exposed at the terminal and is instead, for example, kept securely with the customer's account. This technological change improves the security of sensitive customer data, such as credit card information. This improvement has tangible benefits, such as by reducing fraud costs and improving customer privacy.

63. The innovation of the MEC Patents provides, among other benefits, security and convenience benefits beyond conventional payment architectures, including NFC-based systems (such as Apple Pay). In addition to the security benefits discussed above, the MEC Patents also provide additional benefits, some of which include:

a. First, the solution is compatible with most point-of-sale systems (through changing their programming) and mobile-devices and does not require a merchant to purchase and install new devices or complex technologies (e.g., NFC or chip-readers). This reduces cost and complexity.

b. Second, the solution is compatible with most mobile devices. It does not require a mobile device with a new technology such as NFC. This increases the number of potential users and makes the technology more accessible.

c. Third, the approach allows transactions to execute electronically (e.g., without a physical "swipe"). This makes all payments "contactless," which has several benefits, including speeding up the transaction process, which further reduces costs (e.g., those related to waiting for checkout).

d. Fourth, unlike other mobile payment solutions, MEC's approach lets the merchant communicate the payment amount directly to the payment server. This eliminates payment-amount error (or fraud) that can result from allowing a payor (e.g., the customer) to manually enter the amount.

64. In short, MEC created an elegant approach that simultaneously offers significant benefits and is, at the same time, compatible with and deployable on existing systems while improving the payment system infrastructure.

65. This approach was novel. And the patented MEC solution is not only different from the prior art, it is, essentially, the opposite of the prior art.

66. Initiating a transaction, at the point-of-sale, by transmitting a request to a server is contrary to conventional systems known in the art.

67. The Patent Office reaffirmed the unconventional nature of the MEC Patents' claims during their extension prosecution, including during the six-plus-year examination of the '058 Patent. In that proceeding, MEC explained how its inventions improved the security of and ease of use of conventional mobile-payment systems. Conventional systems "expose[d] payment credentials to the merchant's terminal," which can be "vulnerable at the merchant terminal to security threats."[26] The MEC Patents' claims, in contrast, "recit[e] a changed transaction process that modifies the messaging of these prior solutions. This improves on the technical problems of NFC and user-entered transaction information by modifying how the messaging for a transaction is performed."[27] The Patent Office allowed the claims, reaffirming that they claim patent-eligible subject matter.

4. MEC's Commercialization of the Patented Inventions

68. Mr. Afana worked for years to commercialize his creation. He established a business in Texas and secured millions of dollars in investments. He assembled a global team and built a working mobile-payments platform at MEC.

69. MEC also secured global patent rights for Mr. Afana's invention.

[26] U.S. Patent App. No. 14/082,425, July 19, 2019 Response to Final Rejection, at 7–12.
[27] U.S. Patent App. No. 14/082,425, July 19, 2019 Response to Final Rejection, at 7–12.

70. Mr. Afana traveled the country (and the world) to meet with potential partners.

71. The companies that MEC met with included companies such as IBM and First Data. Both IBM and First Data worked, to some degree, with Exxon on Exxon Pay.

B. MEC's Efforts to Enforce Its Patents

72. In April of 2021, MEC brought suit against Walmart for infringement of the Asserted Patents by Walmart Pay.

73. In April 2022, months after the close of discovery in that suit, Exxon and Walmart entered into an agreement, allowing Walmart+ customers to purchase Exxon fuel at a discount.[28]

74. During that suit, the patent eligibility of the Asserted Patents was confirmed.

75. During that suit, the validity of the Asserted Patents was also confirmed by a written denial of institution of *Inter Partes* Reexamination at the U.S. Patent Trial and Appeal Board and Walmart's withdrawal of its defense challenging validity prior to trial.

76. In January 2023, MEC dismissed that suit following a settlement reached by the parties.[29]

C. Exxon's Infringement

77. Exxon Pay uses Mr. Afana's invention without MEC's permission. It infringes the MEC Patents.

[28] *See, e.g.*, https://corporate.walmart.com/news/2022/04/27/walmart-increases-fuel-discount-and-expands-to-exxon-and-mobil-stations-pumping-additional-savings-into-member-wallets.
[29] *See, e.g.*, https://news.bloomberglaw.com/ip-law/walmart-settles-mobile-payment-co-s-patent-infringement-suit.

78. Exxon Pay is a mobile-payment solution that Exxon first launched in August 2013,[30] was released by 2015,[31] was deployed to approximately 8,000 locations by mid-2016,[32] and was available "at over 11,500 Exxon and Mobil stations" by November 2019.[33]

79. Exxon has described Exxon Pay as "meticulously impressive innovation" and that "[t]he [Exxon Pay] app is innovation that makes your life easier. This free fuel app lets you pay for gas and earn rewards with the tap of a button. It's easy. It's secure. It's technology. And paying for gas from the driver's seat is sure to make you look impressive."[34]

80. Exxon Pay allows Exxon customers to pay, at an Exxon pump, using their mobile phone. The customer initiates payment by either using the app to identify a payment terminal, such as with GPS, or scanning the QR code presented at the payment terminal.[35] Generally, once the app is setup, all the user has to do is either scan the QR code on a Exxon terminal or enter the

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[30] *See, e.g.*, https://csnews.com/exxonmobil-piloting-mobile-payment-app-nashville (August 2013 article discussing the launch of the "Speedpass+ mobile app"); https://web.archive.org/web/20130804054815/http://www.speedpassplus.com/ (August 2013 capture of speedpassplus.com by Archive.org stating "just for those in the Nashville area, for now").

[31] *See, e.g.*, https://www.exxon.com/en/history ("In 2015, ExxonMobil released the Speedpass+™ app, the industry's first mobile payment app –followed by the Exxon Mobil Rewards+™app, which integrated payment and rewards, in 2019").

[32] *See, e.g.*, https://corporate.exxonmobil.com/news/news-releases/2016/0308_exxonmobil-launches-speedpass-mobile-payment-app-with-apple-pay (announcing launch with Apple Pay in March 2016 and stating "ExxonMobil plans to expand the app's availability to more than 8,000 branded locations by mid-year").

[33] *See, e.g.*, https://www.businesswire.com/news/home/20191105005099/en/ExxonMobil-Debuts-All-In-One-Loyalty-Payment-App-Exxon.

[34] *See, e.g.*, https://web.archive.org/web/20180623074622/https://www.exxon.com/en/speedpassplus.

[35] *See, e.g.*, https://web.archive.org/web/20130829212706/http://www.speedpassplus.com/, https://web.archive.org/web/20160124140350/http://www.exxon.com/speedpassplus, https://www.exxon.com/en/rewards-app-faqs. https://www.youtube.com/watch?v=OJ2MpZUPabY&list=PLyV1WoNj9EYXFx39gHsfdNooLAPu8y6WW (Exxon & Mobil Fuels YouTube playlist describing how to setup and use of Exxon Pay).

pump number for the Exxon terminal to complete payment.[36] The mobile device uses the QR code as a way to, at least in part, identify the terminal, including in times where location services on the customer's device are disabled or there is interference.[37] To make Exxon Pay possible, on information and belief, Exxon installed proprietary software upgrades to its point-of-sale systems.

81. When the Exxon Pay app launched it supported Apple and Android and most major credit cards.[38] Within a year, Exxon advertised that the app supported adding a customer's checking account and Exxon credit cards.[39] By 2018, Exxon Pay supported "all major credit cards, debit cards, ExxonMobil Personal Cards, checking account, Apple Pay and Samsung Pay."[40] The FAQ describes the app supports "2 credit / debit cards in the wallet, plus the tech wallet and Direct Debit+."[41]

82. Exxon has continued to provide, to promote, and use Exxon Pay from when it first launched in 2013 to present.

83. In December 2013, Exxon signed on to be a member in the CurrentC mobile-payment system produced by MCX.[42] Exxon participated in a trial of MCX in, at least, Columbus, Ohio, in late 2015.[43]

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[36] *See, e.g.*, *Id.*
[37] *See, e.g.*, https://www.exxon.com/en/rewards-app-faqs.
[38] *See, e.g.*, https://web.archive.org/web/20130829212706/http://www.speedpassplus.com/.
[39] *See, e.g.*, https://web.archive.org/web/20141222105619/http://www.speedpassplus.com/.
[40] *See, e.g.*, https://web.archive.org/web/20180623074622/https://www.exxon.com/en/speedpassplus.
[41] *See, e.g.*, https://www.exxon.com/en/rewards-app-faqs.
[42] *See, e.g.*, https://www.paymentscardsandmobile.com/exxonmobil-join-mcx/.
[43] *See, e.g.*, https://x.com/joxman/status/654101306479525889, https://www.tmcnet.com/usubmit/2015/10/14/8261367.htm, https://www.businesswire.com/news/home/20151029006424/en/During-2015-Money2020-Keynote-Address-MCX-CEO-Brian-Mooney-Discusses-New-Partnership-with-Chase-to-Enhance-CurrentC%E2%84%A2-for-Consumers.

84. CurrentC's development ran into significant problems, including technical problems and a "hack" in 2014.[44] MCX was "put on the shelf" by mid-2016,[45] and MCX was acquired by Chase in early 2017.[46]

85. Exxon ultimately did not use CurrentC or an NFC-based solution to communicate with its pump terminals in Exxon Pay.[47] Instead, Exxon adopted the technology of Exxon Pay—MEC's technology.

86. In 2016, while launching Exxon Pay to use Apple Pay, Exxon's employee stated "[a]nything that involves the pump from a hardware point of view takes years to deploy and is extremely expensive."[48]

87. On information and belief, Exxon learned of the Asserted Patents, including its infringement, years before this suit, including through, at least, its interactions with companies such as IBM, First Data, and Walmart.

88. On information and belief, Exxon was or should have been aware of the Asserted Patents and its infringement before that time given the public availability of the Asserted Patents and MEC's efforts to commercialize their inventions.

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[44] *See, e.g.*, https://www.digitaltrends.com/mobile/apple-pay-competitor-currentc-hacked/, https://www.digitaltransactions.net/magazine_articles/merchant-pay/,

[45] *See, e.g.*, https://retailwire.com/discussion/currentc-gets-put-on-a-shelf-by-mcx/.

[46] *See, e.g.*, https://www.retaildive.com/news/jpmorgan-chase-acquiring-currentc-developer-mcx/437960/.

[47] *See, e.g.*, https://web.archive.org/web/20130829212706/http://www.speedpassplus.com/, https://web.archive.org/web/20160124140350/http://www.exxon.com/speedpassplus, https://www.exxon.com/en/rewards-app-faqs.

[48] *See, e.g.*, https://www.cnet.com/tech/mobile/exxonmobil-now-lets-you-buy-gas-using-apple-pay-at-the-pump/.

VI. CLAIMS

89. Exxon has been on notice of the Asserted Patents since, at least, the filings of this Complaint and on information and belief, as detailed above, has been on notice of the Asserted Patents prior to the filing of this Complaint.

90. Exxon has been on notice of its infringement since at least the filing of this Complaint and on information and belief, as detailed above, has been on notice of its infringement prior to the filing of this Complaint.

A. Infringement of the ’236 Patent

91. The allegations of each foregoing paragraph are incorporated by reference as if fully set forth herein and form the basis for the following cause of action against Defendant.

92. Exxon Pay is covered by at least claim 1 of the ’236 Patent.

93. Exxon has directly infringed and continues to infringe at least claim 1 of the ’236 Patent in violation of 35 U.S.C. § 271(a) by, directly or through intermediaries and without MEC’s authority, making, using, selling, and/or offering to sell Exxon Pay in the United States, or importing Exxon Pay into the United States.

94. Further and in the alternative, Exxon has been actively inducing infringement of at least claim 1 of the ’236 Patent in violation of 35 U.S.C. § 271(b). Users of Exxon Pay directly infringed at least claim 1 of the ’236 Patent when they used Exxon Pay in the ordinary, customary, and intended way. Defendant’s inducements included, without limitation and with specific intent to encourage the infringement, knowingly inducing consumers to use Exxon Pay within the United States in the ordinary, customary, and intended way by, directly or through intermediaries, supplying Exxon Pay to consumers within the United States and instructing and encouraging such consumers (for example, via distributing Exxon Pay to mobile phones through app stores or other third parties and instructing users to use Exxon Pay) how to use Exxon Pay in the ordinary,

customary, and intended way, which Defendant knows or should know infringes at least claim 1 of the '236 Patent. Defendant's inducements may further include, without limitation and with specific intent to encourage the infringement, knowingly inducing customers to use Exxon Pay within the United States, or knowingly inducing customers to use Exxon Pay within the United States, by, directly or through intermediaries, instructing and encouraging such customers to make, use, sell, or offer to sell Exxon Pay in the United States, which Defendant knows or should know infringes at least claim 1 of the '236 Patent.

95. Further and in the alternative, Exxon has been actively contributing to infringement of at least claim 1 of the '236 Patent in violation of 35 U.S.C. § 271(c). Exxon has installed the Exxon Pay system and application to process payments wherein a mobile device scans a QR code presented at the point-of-sale terminal or otherwise has its customers identify the point-of-sale terminal through Exxon Pay, which is specially made or specially adapted to practice the invention claimed in at least claim 1 of the '236 Patent. Each Exxon Pay component constitutes a material part of the claimed invention recited in at least claim 1 of the '236 Patent and is not a staple article or commodity of commerce because it is specifically configured according to at least claim 1 of the '236 Patent. Defendant's contributions include, without limitation, making, offering to sell, and/or selling within the United States, and/or importing into the United States, Exxon Pay, which include one or more components, knowing each component to be specially made or specially adapted for use in an infringement of at least claim 1 of the '236 Patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use.

96. Further and in the alternative, Exxon has infringed and continues to infringe at least claim 1 of the '236 Patent in violation of 35 U.S.C. § 271(f) via providing Exxon Pay to locations outside of the United States, such as Canada.[49]

97. Exxon knew or should have known of the '236 Patent but was willfully blind to the existence of the '236 Patent. Exxon has had actual knowledge of the '236 Patent since at least as early as the filing and service of this Complaint. By the time of the trial of this case, Exxon will have known and intended that its continued actions since receiving such notice would infringe and actively induce and contribute to the infringement of one or more claims of the '236 Patent. Exxon's infringement of the '236 Patent has been willful and deliberate.

98. Exxon and/or users (*e.g.*, Exxon's customers) use Exxon Pay to conduct a transaction between a merchant (Exxon) and/or terminal (Exxon's point-of-sale terminal) and a customer (an individual Exxon customer), where the customer uses a mobile device (*e.g.*, a mobile phone such as a smartphone).

99. Exxon Pay is available for Android and iOS-based mobile devices.

100. Exxon Pay "is available in the App Store for iOS 10 and above and on Google Play for phones running Android OS 6 and above."[50]

101. Exxon Pay allows a customer to "use the app to pay for fuel."[51]

102. Exxon receives a merchant identifier from the mobile device operated by the customer (e.g., an individual Exxon Pay user), the merchant identifier indicating a request to

[49] *See, e.g.*, https://www.esso.ca/en-ca/essoandmobilapp-faqs, https://www.esso.ca/en-ca/speedpassplus-faqs.
[50] https://www.exxon.com/en/rewards-app-faqs.
[51] https://www.exxon.com/en/rewards-app-faqs.

initiate a transaction with a merchant terminal identified by the merchant identifier, wherein the merchant identifier does not indicate a transaction amount for the transaction.

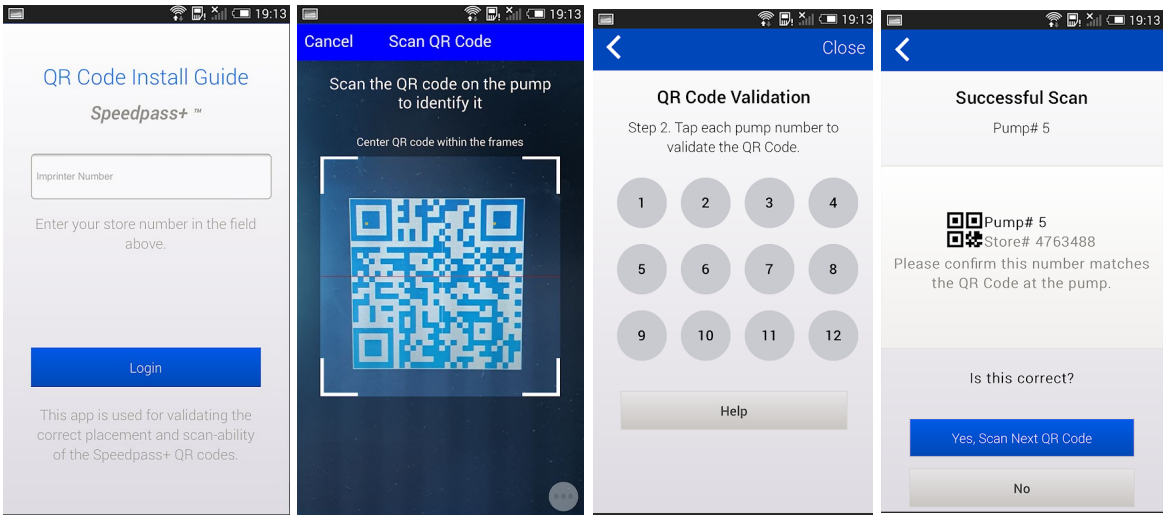
103. On information and belief, Exxon receives a merchant identifier from the mobile device operated by the customer, for example, including in part, data reflected in a QR code or otherwise identified through Exxon Pay.

104. Exxon Pay's scan of the QR code "will scan the code once it's in view and automatically select your pump number."[52]

105. For example, Exxon discloses the following example of the placement of a QR code for Exxon Pay:

106. Exxon, apparently, provided an app to assist in the proper placement of Exxon Pay QR codes at Exxon stations:[53]

[52] https://www.exxon.com/en/rewards-app-faqs.
[53] *See, e.g.*, https://apkcombo.com/qr-code-validator/com.QRCode/ (archiving prior Google apps, including version 1.1 (14) of "QR Code Validator" by ExxonMobil dated July 9, 2016).



107. The Exxon Pay QR code in the second image from the left above decodes as follows: http://www.speedpassplus.info/QR/detect/&param=4794327,10.

108. Other examples of Exxon Pay QR codes decode similarly.

The codes (above) on the left and right decode as follows (respectively):

http://www.speedpassplus.info/qr/detect/&param=4814471 (left),

http://www.speedpassplus.info/qr/detect/&param=9916214,2 (right).

109. The speedpassplus.info domain is registered to Exxon Mobil Corporation and has been since 2013.[54]

110. On information and belief, the data communicated by Exxon Pay data does not include a transaction amount.

111. That data does not include any payment information (*e.g.*, credit card information).

112. Exxon receives transaction information from the merchant terminal in response to the transaction information request, the transaction information including the transaction amount for the transaction.

113. For example, Exxon receives transaction information for a point-of-sale terminal at the gas pump, including the transaction amount (e.g., the total amount due for the transaction).

114. The signal received by Exxon's server includes, on information and belief, the identity of the Exxon store and/or point-of-sale terminal.

115. The Exxon server, on information and belief, receives the amount of the transaction from the point-of-sale terminal.

116. Exxon identifies a purchase account associated with the customer and a deposit account associated with the merchant.

117. For example, Exxon identifies a purchase account associated with an individual customer (e.g., a credit card, debit card, or other stored-value card saved using the customer's Exxon Pay application or a credit card associated with a digital wallet).[55]

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[54] *See, e.g.*, https://www.whois.com/whois/speedpassplus.info (providing domain information), https://whois-webform.markmonitor.com/whois (same).

[55] *See, e.g.*, https://www.exxon.com/en/rewards-app-faqs (discussing "How do I add my credit card or debit card to my Exxon Mobil Rewards+™ account?", "Which forms of payment will the Exxon Mobil Rewards+™ app accept?", and "How is my credit card information stored on the Exxon Mobil Rewards+™ app?").

118. Exxon identifies a deposit account associated with the merchant (*e.g.*, Exxon and/or the point-of-sale terminal) in order to complete the transaction, displaying, for example, "Completing sale" on the point-of-sale terminal.

119. Exxon initiates the transaction between the merchant and the customer for the transaction amount received from the merchant terminal and the identified purchase account associated with the customer and the identified deposit account associated with the merchant.

120. Exxon initiates the transaction between the merchant (e.g., Exxon or the individual Exxon point-of-sale terminal) and the customer, for the transaction amount received from the merchant terminal (e.g., the total purchase amount) and the identified purchase account (e.g., the credit card or other stored-value card) associated with the customer and the identified deposit account associated with the merchant, as shown below.

121. Exxon and/or users of Exxon's infringing instrumentalities (*e.g.*, Exxon's customers) use the Exxon Pay application to conduct a transaction between a terminal (Exxon's point-of-sale terminal) and a customer (an individual Exxon customer), where the customer uses a mobile device (*e.g.*, a mobile phone).

B. Infringement of the '058 Patent

122. The allegations of each foregoing paragraph are incorporated by reference as if fully set forth herein and form the basis for the following cause of action against Defendant.

123. Exxon Pay is covered by at least claim 1 of the '058 Patent.

124. Exxon has directly infringed and continues to infringe at least claim 1 of the '058 Patent in violation of 35 U.S.C. § 271(a) by, directly or through intermediaries and without MEC's authority, making, using, selling, and/or offering to sell Exxon Pay in the United States, or importing Exxon Pay into the United States.

125. Further and in the alternative, Exxon has been actively inducing infringement of at least claim 1 of the '058 Patent in violation of 35 U.S.C. § 271(b). Users of Exxon Pay directly infringed at least claim 1 of the '058 Patent when they used Exxon Pay in the ordinary, customary, and intended way. Defendant's inducements included, without limitation and with specific intent to encourage the infringement, knowingly inducing consumers to use Exxon Pay within the United States in the ordinary, customary, and intended way by, directly or through intermediaries, supplying Exxon Pay to consumers within the United States and instructing and encouraging such consumers (for example, via distributing Exxon Pay to mobile phones through app stores or other third parties and instructing users to use Exxon Pay) how to use Exxon Pay in the ordinary, customary, and intended way, which Defendant knows or should know infringes at least claim 1 of the '058 Patent. Defendant's inducements may further include, without limitation and with specific intent to encourage the infringement, knowingly inducing customers to use Exxon Pay within the United States, or knowingly inducing customers to use Exxon Pay within the United States, by, directly or through intermediaries, instructing and encouraging such customers to make, use, sell, or offer to sell Exxon Pay in the United States, which Defendant knows or should know infringes at least claim 1 of the '058 Patent.

126. Further and in the alternative, Exxon has been actively contributing to infringement of at least claim 1 of the '058 Patent in violation of 35 U.S.C. § 271(c). Defendant has installed the Exxon Pay system and application to process payments wherein a mobile device scans a QR code presented at the point-of-sale terminal or otherwise has its customers identify the point-of-sale terminal through Exxon Pay, which is specially made or specially adapted to practice the invention claimed in at least claim 1 of the '058 Patent. Each Exxon Pay component constitutes a material part of the claimed invention recited in at least claim 1 of the '058 Patent and is not a

staple article or commodity of commerce because it is specifically configured according to at least claim 1 of the '058 Patent. Defendant's contributions include, without limitation, making, offering to sell, and/or selling within the United States, and/or importing into the United States, Exxon Pay, which includes one or more components, knowing each component to be specially made or specially adapted for use in an infringement of at least claim 1 of the '058 Patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use.

127. Further and in the alternative, Exxon has infringed and continues to infringe at least claim 1 of the '058 Patent in violation of 35 U.S.C. § 271(f) via providing Exxon Pay to locations outside of the United States, such as Canada.

128. Exxon knew or should have known of the '058 Patent but was willfully blind to the existence of the '058 Patent. Exxon has had actual knowledge of the '058 Patent since at least as early as the filing and service of this Complaint. By the time of the trial of this case, Exxon will have known and intended that its continued actions since receiving such notice would infringe and actively induce and contribute to the infringement of one or more claims of the '058 Patent. Defendant's infringement of the '058 Patent has been willful and deliberate.

129. Exxon and/or users (e.g., Exxon's customers) use Exxon Pay to conduct a transaction between a merchant (Exxon) and/or terminal (Exxon's point-of-sale terminal) and a customer (an individual Exxon customer), where the customer uses a mobile device (e.g., a mobile phone such as a smartphone).

130. Exxon receives, at its payment processing server, a terminal identifier from the mobile device operated by the customer (e.g., an individual Exxon Pay user), the terminal identifier indicating a request to initiate a transaction with a terminal identified by the terminal identifier, wherein the terminal identifier does not indicate a transaction amount for the transaction.

131. Exxon receives a terminal identifier from the mobile device operated by the customer, for example, data reflected in a QR code or otherwise identified through Exxon Pay.

132. The terminal identifier (e.g., data reflected in a QR code or otherwise identified through Exxon Pay) indicates a request to initiate a transaction with a terminal (e.g., the point-of-sale terminal) identified by the terminal identifier.

133. Exxon's payment processing server sends, in response to receiving the terminal identifier, a transaction information request to the terminal associated with the terminal identifier.

134. For example, Exxon sends, in response to receiving the identifier (*e.g.*, scan of the QR code or data otherwise identified through Exxon Pay) from the mobile device operated by the customer, a transaction information request (from "Exxon's server") to the particular point-of-sale terminal associated with the scan of the QR code, as further detailed above in connection with Exxon's scanning and processing QR code data, or as otherwise identified through Exxon Pay.

135. Exxon receives, at its payment processing server, transaction information from its terminal in response to the transaction information request, the transaction information including the transaction amount for the transaction.

136. For example, Exxon receives transaction information for a point-of-sale terminal, including the transaction amount (e.g., the total amount due for the transaction).

137. The signal received by Exxon's server includes, on information and belief, the identity of the Exxon store and/or point-of-sale terminal.

138. The Exxon server, on information and belief, receives the amount of the transaction from the point-of-sale terminal and/or the mobile device.

139. Exxon identifies, at its payment processing server, a customer account associated with the customer and a terminal account associated with the terminal.

140. For example, Exxon identifies a purchase account associated with an individual Exxon customer (e.g., a credit card, debit card, or other stored-value card saved using the customer's Exxon Pay application or a credit card associated with a digital wallet).[56]

141. Exxon identifies a deposit account associated with the merchant (e.g., Exxon and/or the point-of-sale terminal) in order to complete the transaction, displaying, for example, "Completing sale" on the point-of-sale terminal.

142. Exxon initiates the transaction between the merchant and the customer for the transaction amount received from the merchant terminal and the identified purchase account associated with the customer and the identified deposit account associated with the merchant.

143. Exxon initiates the transaction between the merchant (e.g., Exxon or the individual Exxon point-of-sale terminal) and the customer, for the transaction amount received from the merchant terminal (e.g., the total purchase amount) and the identified purchase account (e.g., the credit card or other stored-value card) associated with the customer and the identified deposit account associated with the merchant.

144. Exxon, at its payment processing server, initiates the transaction between the terminal and the customer for the transaction amount received from the terminal.

145. Exxon initiates the transaction between the terminal (e.g., the individual Exxon point-of-sale terminal) and the customer, for the transaction amount received from the terminal (e.g., the total purchase amount) and the identified customer account (e.g., the customer's credit card or other stored-value card), as shown below.

[56] *See, e.g.*, https://www.exxon.com/en/rewards-app-faqs (discussing "How do I add my credit card or debit card to my Exxon Mobil Rewards+™ account?", "Which forms of payment will the Exxon Mobil Rewards+™ app accept?", and "How is my credit card information stored on the Exxon Mobil Rewards+™ app?").

VII. JURY DEMAND

146. Pursuant to Federal Rule of Civil Procedure 38(b), MEC requests a jury trial of all issues triable of right by a jury.

VIII. PRAYER FOR RELIEF

MEC respectfully requests the Court enter an order providing the following relief:

1. A judgment in favor of MEC that Defendant has infringed each Asserted Patent, whether literally or under the doctrine of equivalents;

2. A judgment that such infringement of each Asserted Patent has been willful and deliberate as described herein;

3. A judgment and order permanently enjoining Defendant, its officers, agents, servants, employees, attorneys, and those persons in active concert or participation with it, from further acts of infringement of the Asserted Patents pursuant to 35 U.S.C. § 283;

4. A judgment and order requiring Defendant to pay MEC its damages, costs, expenses, and pre-judgment and post-judgment interest for Defendant's infringement of each Asserted Patent as provided under 35 U.S.C. § 284, including supplemental damages for any continuing post-verdict or post-judgment infringement with an accounting as needed;

5. A judgment and order requiring Defendant to pay MEC enhanced damages for willful infringement as provided under 35 U.S.C. § 284;

6. A judgment and order finding this case exceptional and requiring Defendant to pay MEC its reasonable attorneys' fees and costs incurred in this litigation pursuant to 35 U.S.C. § 285, together with pre-judgment and post-judgment interest thereon; and

7. Awarding MEC all such other and further relief, in law or equity, as the Court deems just and proper under the circumstances.

Dated: August 6, 2024

Respectfully submitted,

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