

COPY

1 ADRIAN M. PRUETZ - State Bar No. 118215
 2 apruetz@glaserweil.com
 3 ERICA J. VAN LOON - State Bar No. 227712
 4 evanloon@glaserweil.com
 5 JESSICA A. WOOD - State Bar No. 269562
 6 jwood@glaserweil.com
 7 GLASER WEIL FINK JACOBS
 8 HOWARD AVCHEN & SHAPIRO LLP
 9 10250 Constellation Boulevard, 19th Floor
 10 Los Angeles, California 90067
 11 Telephone: (310) 553-3000
 12 Facsimile: (310) 556-2920

FILED
 CLERK, U.S. DISTRICT COURT
 JUL 24 2013
 CENTRAL DISTRICT OF CALIFORNIA
 BY DEPUTY

13 Attorneys for Plaintiff
 14 *SHFL entertainment, Inc.*

15 UNITED STATES DISTRICT COURT
 16 CENTRAL DISTRICT OF CALIFORNIA
 17 WESTERN DIVISION

18 SHFL ENTERTAINMENT, INC., a
 19 Minnesota corporation,

20 Plaintiff,

21 v.

22 BOSS MEDIA AB, a Swedish
 23 company; GTECH CORPORATION,
 24 a Delaware corporation; GTECH
 25 HOLDINGS CORPORATION, a
 26 Delaware corporation;
 27 LOTTOMATICA GROUP S.P.A., an
 28 Italian company; SPIELO
 INTERNATIONAL CANADA ULC,
 a Nova Scotia, Canada company;
 SPIELO INTERNATIONAL UK
 LTD., a United Kingdom company;
 SPIELO INTERNATIONAL USA,
 LLC, a Nevada limited liability
 company; and DOES 1-10,

Defendants.

CASE NO.: 2:13-cv-0796-ODW (MRWx)

Hon. Otis D. Wright, II

FIRST AMENDED COMPLAINT FOR:

- 1 - 4. PATENT INFRINGEMENT
- 5. TRADEMARK INFRINGEMENT
- 6. FEDERAL UNFAIR COMPETITION
- 7. COPYRIGHT INFRINGEMENT
- 8. CALIFORNIA STATUTORY UNFAIR COMPETITION
- 9. CALIFORNIA COMMON LAW UNFAIR COMPETITION

[JURY TRIAL DEMANDED]

Glaser Weil Fink Jacobs
 Howard Avchen & Shapiro LLP

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 Plaintiff SHFL entertainment, Inc. formerly known as Shuffle Master, Inc.
2 (“SHFL” or “Plaintiff”), submits the following Complaint against Defendants Boss
3 Media AB (“Boss”), GTech Corporation (GTech), GTech Holdings Corporation
4 (“GTech Holdings”), Lottomatica Group S.p.A. (“Lottomatica”), Spielo International
5 Canada ULC (“Spielo Canada”), Spielo International UK Ltd. (“Spielo UK”), Spielo
6 International USA, LLC (“Spielo USA”) (collectively, “Defendants”) and alleges as
7 follows:

8 **JURISDICTION AND VENUE**

9 1. This Complaint arises under the laws of the United States, specifically
10 the patent, trademark and copyright laws of the United States, 15 U.S.C. §§1114 and
11 1125, 17 U.S.C. §101, *et seq.* and 35 U.S.C. §271, *et seq.* This Court has original
12 jurisdiction of this action under 15 U.S.C. §1121 and 28 U.S.C. §§ 1331 and 1338.
13 This Court has supplemental jurisdiction under 28 U.S.C. § 1367 because the claims
14 are so related as to form part of the same case or controversy.

15 2. This Court has personal jurisdiction over Defendants because Defendants
16 solicit, transact and do business in California and this District, a substantial part of the
17 wrongful acts or omissions complained of occurred in this District, and Defendants
18 are subject to personal jurisdiction in this District. Defendants purposefully directed
19 their activities toward this District when they willfully infringed SHFL’s intellectual
20 property rights, specifically targeted consumers here, a substantial part of the harm
21 was felt in this District, and Defendants Boss, GTech, Spielo Canada and Spielo USA
22 are registered to do business with the California Secretary of State.

23 3. Venue is proper in the United States District Court for the Central
24 District of California under 28 U.S.C. §§ 1391(b) and (c).

25 **THE PARTIES**

26 4. Plaintiff SHFL is a Minnesota corporation with its principal place of
27 business at 1106 Palms Airport Drive, Las Vegas, Nevada 89119.

28 5. On information and belief, Defendant Boss is a Swedish company doing

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 business at 10 Memorial Boulevard, Providence, Rhode Island 02903, and is a
2 subsidiary of Lottomatica. Boss is registered to do business in California with the
3 California Secretary of State.

4 6. On information and belief, Defendant GTech is a Delaware corporation
5 doing business at 10 Memorial Boulevard, Providence, Rhode Island 02903, and is a
6 subsidiary of Lottomatica. GTech is registered to do business in California with the
7 California Secretary of State.

8 7. On information and belief, Defendant GTech Holdings is a Delaware
9 corporation doing business at 10 Memorial Boulevard, Providence, Rhode Island
10 02903, and is a subsidiary of Lottomatica.

11 8. On information and belief, Defendant Lottomatica is an Italian company,
12 doing business at Viale del Campo Boario 56/D, Rome, Italy 00154.

13 9. On information and belief, Defendant Spielo Canada is a Nova Scotia
14 company doing business at 10 Memorial Boulevard, Providence, Rhode Island 02903,
15 and is a subsidiary of Lottomatica. Spielo Canada is registered to do business in
16 California with the California Secretary of State.

17 10. On information and belief, Defendant Spielo UK is a United Kingdom
18 company doing business at 70 Chancery Lane, London WC2A 1AF, United
19 Kingdom, and is a subsidiary of Lottomatica.

20 11. On information and belief, Defendant Spielo USA is a Nevada limited
21 liability company doing business at 6757 Spencer Street, Las Vegas, Nevada 89119,
22 and is a subsidiary of Lottomatica. Spielo USA is registered to do business in
23 California with the California Secretary of State.

24 12. SHFL is unaware of the true names and capacities of Defendants sued
25 hereunder as DOES 1 through 10 inclusive, and therefore sues these Defendants by
26 such fictitious names. SHFL is informed and believes and thereon alleges that each
27 of the fictitiously named Defendants is responsible in some manner for the
28 occurrences herein alleged, and that SHFL's damages as herein alleged were

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 proximately caused by their conduct. SHFL will amend this complaint to allege the
2 true names and capacities of the Defendants DOES 1 through 10 when ascertained.

3 13. SHFL is informed and believes and thereon alleges that at all times
4 relevant hereto each of the Defendants was the agent, affiliate, officer, director,
5 manager, principal, alter-ego and/or employee of the other Defendants and was at all
6 times acting within the scope of such agency, affiliation, alter-ego relationship and/or
7 employment and actively participated in, or subsequently ratified and adopted, or
8 both, each and all of the acts or conduct alleged herein, with full knowledge of all the
9 facts and circumstances.

10 14. SHFL is informed and believes that Defendants are a related corporate
11 family that constantly shifts its complicated corporate structure. For example,
12 Defendant Lottomatica recently announced it was changing its name to “GTech
13 S.p.A.” in order to “create a single, unified leadership and business structure.” See
14 <http://www.spielo.com/company/news-media/press-releases/lottomatica-group-creates-single-unified-leadership-andbusiness>. According to Lottomatica, “[t]he
15 Group will be operated under a unified, customer-facing organization structure.” See
16 *id.* SHFL is further informed and believes that Defendant Lottomatica and Defendant
17 GTech also share executives, directors and addresses and GTech is incorporated in
18 Lottomatica’s financial disclosures. Additionally, SHFL is informed and believes that
19 Lottomatica and GTech share a website which lists shared contact information,
20 available jobs, and press releases.

21 15. Further, SHFL is informed and believes that Defendant GTech Holdings
22 is virtually indistinguishable from Defendant GTech, the names “GTech” and “GTech
23 Holdings” are used interchangeably and the two entities share addresses and
24 executives. Further, SHFL is informed and believes that Defendants GTech and
25 GTech Holdings have released conflicting reports regarding corporate structure and
26 ownership for years. SHFL is informed and believes that there is such unity of
27 interest and ownership between Defendant Lottomatica and GTech as well as between
28

1 GTech Holdings and GTech that the separate personalities of Lottomatica and GTech
2 Holdings entities no longer exist.

3 16. Further, SHFL is informed and believes that Defendant Spielo USA and
4 Defendant Spielo Canada both appear to jointly operate and/or control the website
5 www.spielo.com under the aliases "Spielo" and "Spielo International." In particular,
6 SHFL is informed and believes that the www.spielo.com website's "About Us" page
7 has information on "SPIELO International™," "SPIELO G2" and "SPIELO," as well
8 as GTech, GTech Holdings and Lottomatica. See <http://www.spielo.com/company>.
9 Further, according to the www.spielo.com website, "in September 2011, SPIELO
10 International began unification with its sister company, GTECH G2 to provide a full
11 range of player-focused games, products, and services across every gaming channel."
12 See *id.*

13 17. In addition, SHFL is informed and believes that Defendant Boss
14 develops the infringing products described herein for Defendants Lottomatica,
15 GTech, GTech Holdings, Spielo Canada, Spielo UK and Spielo USA. For example,
16 SHFL is informed and believes that Defendant Boss is listed as the publisher of
17 games available on Lottomatica's website, www.lottomatica.it. See [http://vegas-club-](http://vegas-club-lottomatica.software.informer.com/)
18 [lottomatica.software.informer.com/](http://vegas-club-lottomatica.software.informer.com/).

19 18. SHFL is informed and believes that the corporate relationship between
20 the Defendants is intentionally muddled to conceal the source of the products
21 complained of herein.

22 **FACTUAL ALLEGATIONS**

23 **SHFL's Proprietary Games and Intellectual Property**

24 19. For decades, SHFL has been a leading global supplier of innovative
25 products and technologies for the gaming industry. Among other assets, SHFL owns
26 a substantial portfolio of proprietary casino table games, electronic table systems,
27 electronic gaming machines and website games, which feature online versions of
28 SHFL's table games as well as online play-for-fun games, and associated intellectual

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 property rights.

2 20. SHFL created and/or acquired through purchase the rights in the casino
3 games entitled Let It Ride, Three Card Poker, Pair Plus which is a side bet featured in
4 connection with certain table games, Casino War, Caribbean Stud Bonus and
5 Caribbean Stud Poker (individually and collectively, the “SHFL Games”).

6 21. Through its marketing and promotional efforts, SHFL popularized the
7 SHFL Games.

8 22. SHFL has developed and continues to develop electronic versions of its
9 proprietary games, including the SHFL Games, for use in connection with online
10 casinos, social gaming sites and mobile applications.

11 23. SHFL licenses the SHFL Games to casino operators located in
12 California, throughout the United States and internationally.

13 24. In particular, SHFL extensively licenses its intellectual property
14 including the SHFL Games to Indian Gaming Casinos throughout Southern California
15 and this District.

16 25. SHFL earns a substantial portion of its business revenue through
17 licensing SHFL Games and associated intellectual property rights to third parties
18 worldwide.

19 26. SHFL is registered to do business in California through the California
20 Secretary of State.

21 27. In addition, SHFL is registered to do business in all fifty-eight counties
22 in California, including every single county in this District.

23 28. Further, SHFL’s casino products and related services in California and
24 this District are subject to stringent regulation and approval procedures by the
25 California Gambling Control Commission (“CGCC”). Accordingly, SHFL has
26 several licenses from the CGCC, including Manufacturer & Distributor of Gambling
27 Equipment – Vendor and Gaming Vendor Provider and SHFL is included on the
28 CGCC’s list of Gaming Resource Suppliers (Vendors) Found Suitable by the CGCC.

SHFL’s Patents

29. SHFL is the exclusive owner of all rights to United States Patent No. 6,237, 916 entitled “Method and Apparatus for Playing Card Games” (the “’916 Patent”) including but not limited the right to sue for damages. The United States Patent and Trademark Office (“USPTO”) duly and legally issued the ’916 Patent on May 29, 2001. Attached hereto as Exhibit 1 is a true and correct copy of the ’916 Patent.

30. SHFL is the exclusive owner of all rights to United States Patent No. 6,698,759 entitled “Player Banked Three Card Poker and Associated Games” (the “’759 Patent”) including but not limited the right to sue for damages. The USPTO duly and legally issued the ’759 Patent on March 2, 2004. Attached hereto as Exhibit 2 is a true and correct copy of the ’759 Patent.

31. SHFL is the exclusive owner of all rights to United States Patent No. 5,417,430 entitled “Progressive Wagering Method and Game” (the “’430 Patent”) including but not limited the right to sue for damages. The USPTO duly and legally issued the ’430 Patent on May 23, 1995. Attached hereto as Exhibit 3 is a true and correct copy of the ’430 Patent.

32. SHFL is the exclusive owner of all rights to United States Patent No. 5,437,462 entitled “Wagering Game” (the “’462 Patent”) including but not limited the right to sue for damages. The USPTO duly and legally issued the ’462 Patent on August 1, 1995. Attached hereto as Exhibit 4 is a true and correct copy of the ’462 Patent.

SHFL’s Trademarks

33. SHFL is the owner of several common law and federally registered trademarks which it has continuously used in California and nationwide in connection with entertainment services and games, including the game titles Let It Ride, Three Card Poker, Pair Plus which is a side bet featured in connection with certain table games, Casino War, Caribbean Stud Bonus and Caribbean Stud Poker.

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 34. SHFL is the owner of a federal trademark registration, Reg. No.
2 1,840,102 issued by the USPTO on June 14, 1994, for “Let It Ride” for use on or in
3 connection with “entertainment services; namely, providing facilities and resources,
4 including instructions, for playing card games.” Affidavits have been filed pursuant
5 to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this
6 registration is incontestable. Attached hereto as Exhibit 5 is a true and correct copy
7 of the Certificate of Registration for this mark.

8 35. SHFL is the owner of a federal trademark registration, Reg. No.
9 2,183,895 issued by the USPTO on August 25, 1998, for “Let It Ride” for use on or in
10 connection with “entertainment services, namely, conducting games of chance on
11 casino premises.” Affidavits have been filed pursuant to Sections 8 and 15 of the
12 Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable.
13 Attached hereto as Exhibit 6 is a true and correct copy of the Certificate of
14 Registration for this mark.

15 36. SHFL is the owner of a federal trademark registration, Reg. No.
16 2,605,107 issued by the USPTO on August 6, 2002, for “Let It Ride” for use on or in
17 connection with “lottery tickets and game tickets for playing instant games of
18 chance.” Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act,
19 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. Attached hereto as
20 Exhibit 7 is a true and correct copy of the Certificate of Registration for this mark.

21 37. SHFL is the owner of a federal trademark registration, Reg. No.
22 2,178,254 issued by the USPTO on August 4, 1998, for “Let It Ride” for use on or in
23 connection with “computer software for playing games; and video game discs
24 recorded on CD ROM.” Affidavits have been filed pursuant to Sections 8 and 15 of
25 the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable.
26 Attached hereto as Exhibit 8 is a true and correct copy of the Certificate of
27 Registration for this mark.

28 38. SHFL is the owner of a federal trademark registration, Reg. No.

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 2,178,413 issued by the USPTO on August 4, 1998, for “Let It Ride Bonus” for use
2 on or in connection with “entertainment services, namely, conducting games of
3 chance on casino premises.” Affidavits have been filed pursuant to Sections 8 and 15
4 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable.
5 Attached hereto as Exhibit 9 is a true and correct copy of the Certificate of
6 Registration for this mark.

7 39. SHFL is the owner of a federal trademark registration, Reg. No.
8 2,182,290 issued by the USPTO on August 18, 1998, for the “Let It Ride 10 J Q K A
9 1 2 \$” Design depicted below for use on or in connection with “entertainment
10 services, namely, conducting games of chance on casino premises.” Affidavits have
11 been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and
12 1065, and this registration is incontestable. Attached hereto as Exhibit 10 is a true
13 and correct copy of the Certificate of Registration for this mark.



14
15
16
17
18
19 40. SHFL is the owner of a federal trademark registration, Reg. No.
20 3,630,813 issued by the USPTO on June 2, 2009, for the “10 J Q K A 1 2 \$ Let It
21 Ride Bonus” Design depicted below for use on or in connection with “gambling
22 machines, namely, stand alone, multiple player, interactive gaming machines with
23 video output.” Attached hereto as Exhibit 11 is a true and correct copy of the
24 Certificate of Registration for this mark.



Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

41. SHFL is the owner of a federal trademark registration, Reg. No. 2,558,783 issued by the USPTO on April 9, 2002, for the “Let It Ride Bonus 12\$ A K Q J 10” Design depicted below for use on or in connection with “entertainment services, namely, conducting games of chance on casino premises.” Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. Attached hereto as Exhibit 12 is a true and correct copy of the Certificate of Registration for this mark.



42. SHFL is the owner of a federal trademark registration, Reg. No. 2,100,875 issued by the USPTO on September 30, 1997, for the “10 J Q K A 12 \$ Let It Ride The Tournament” Design depicted below for use on or in connection with “entertainment services, namely, promoting, arranging and providing facilities for card game play-off events.” Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. Attached hereto as Exhibit 13 is a true and correct copy of the Certificate of Registration for this mark.



43. Reg. Nos. 1,840,102; 2,183,895; 2,605,107 and 2,178,254 for “Let It Ride,” Reg. Nos. 2,178,413 for “Let It Ride Bonus,” Reg. No. 2,182,290 for the “Let

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 It Ride 10 J Q K A 1 2 \$” Design, Reg. No. 3,630,813 for the “10 J Q K A 1 2 \$ Let It
2 Ride Bonus” Design, Reg. No. 2,558,783 for the “Let It Ride Bonus 12\$ A K Q J 10”
3 Design, Reg. No. 2,100,875 for the “10 J Q K A 12 \$ Let It Ride The Tournament”
4 Design and the common law trademark for “Let It Ride” are collectively the “LET IT
5 RIDE” trademarks.

6 44. SHFL is the owner of a federal trademark registration, Reg. No.
7 3,011,356 issued by the USPTO on November 1, 2005, for the “Three Card Poker”
8 Design depicted below for use on or in connection with “multiple player, stand alone
9 interactive electronic game machine with video output.” Affidavits have been filed
10 pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and
11 this registration is incontestable. Attached hereto as Exhibit 14 is a true and correct
12 copy of the Certificate of Registration for this mark.



13
14
15
16
17
18 45. SHFL is the owner of a federal trademark registration, Reg. No.
19 2,650,060 issued by the USPTO on November 12, 2002, for the “Three Card Poker”
20 Design depicted below for use on or in connection with “software for the play of card
21 games.” Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act,
22 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. Attached hereto as
23 Exhibit 15 is a true and correct copy of the Certificate of Registration for this mark.



Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

46. SHFL is the owner of a federal trademark registration, Reg. No. 4,109,825 issued by the USPTO on March 6, 2012, for the “Three Card Poker” Design depicted below for use on or in connection with “software for providing a game of chance on a gaming platform that enables electronic credit wagering.” Attached hereto as Exhibit 16 is a true and correct copy of the Certificate of Registration for this mark.



47. SHFL is the owner of a federal trademark registration, Reg. No. 2,397,403 issued by the USPTO on October 24, 2000, for the “Three Card Poker” Design depicted below for use on or in connection with “entertainment services; namely providing live casino games in gaming establishments.” Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. Attached hereto as Exhibit 17 is a true and correct copy of the Certificate of Registration for this mark.

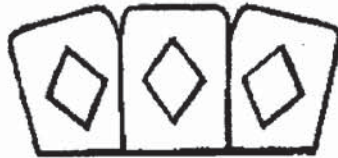


48. SHFL is the owner of a federal trademark registration, Reg. No. 2,233,569 issued by the USPTO on March 23, 1999, for the “Three Card Poker” Design depicted below for use on or in connection with “playing cards, layout cloth, and instructions sold as a unit for playing casino card games.” Affidavits have been

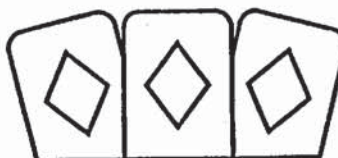
1 filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065,
2 and this registration is incontestable. Attached hereto as Exhibit 18 is a true and
3 correct copy of the Certificate of Registration for this mark.



4
5
6
7
8 49. SHFL is the owner of a federal trademark registration, Reg. No.
9 2,395,326 issued by the USPTO on October 17, 2000, for the Fan Design depicted
10 below for use on or in connection with “entertainment services; namely providing live
11 casino games in gaming establishments.” Affidavits have been filed pursuant to
12 Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this
13 registration is incontestable. Attached hereto as Exhibit 19 is a true and correct copy
14 of the Certificate of Registration for this mark.



15
16
17
18 50. SHFL is the owner of a federal trademark registration, Reg. No.
19 2,036,848 issued by the USPTO on February 11, 1997, for the Fan Design depicted
20 below for use on or in connection with “casino card games.” Affidavits have been
21 filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065,
22 and this registration is incontestable. Attached hereto as Exhibit 20 is a true and
23 correct copy of the Certificate of Registration for this mark.



24
25
26
27
28 51. Reg. Nos. 3,011,356; 2,650,060; 4,109,825 ; 2,397,403; and 2,233,569

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 for the “Three Card Poker” Design, Reg. Nos. 2,395,326 and 2,036,848 for the Fan
2 Design and the common law trademark for “Three Card Poker” are collectively the
3 “THREE CARD POKER” trademarks.

4 52. SHFL is the owner of a federal trademark registration, Reg. No.
5 4,234,994 issued by the USPTO on October 30, 2012, for “Pair Plus” for use on or in
6 connection with “software for the play of card games.” Attached hereto as Exhibit
7 21 is a true and correct copy of the Certificate of Registration for this mark.

8 53. SHFL is the owner of a federal trademark registration, Reg. No.
9 4,234,993 issued by the USPTO on October 30, 2012, for “Pair Plus” for use on or in
10 connection with “layout cloth for casino card games.” Attached hereto as Exhibit 22
11 is a true and correct copy of the Certificate of Registration for this mark.

12 54. SHFL is the owner of the common law trademark for “Pair Plus” which
13 it has used continuously on or in connection with its proprietary games, including as a
14 proprietary side bet in SHFL’s Three Card Poker game since at least 1995.

15 55. Reg. Nos. 4,234,994 and 4,234,993 for “Pair Plus” and the common law
16 trademark for “Pair Plus” are collectively the “PAIR PLUS” trademarks.

17 56. SHFL is the owner of a federal trademark registration, Reg. No.
18 3,893,104 issued by the USPTO on December 21, 2010, for “Caribbean Stud Bonus”
19 for use on or in connection with “entertainment services, namely providing live
20 games of chance in gaming establishments.” Attached hereto as Exhibit 23 is a true
21 and correct copy of the Certificate of Registration for this mark.

22 57. SHFL is the owner of a federal trademark registration, Reg. No.
23 3,325,211 issued by the USPTO on October 30, 2007, for the “Caribbean Stud
24 Bonus” Design depicted below for use on or in connection with “casino gaming tables
25 and casino card games.” Attached hereto as Exhibit 24 is a true and correct copy of
26 the Certificate of Registration for this mark.

27
28



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

58. SHFL is the owner of a federal trademark registration, Reg. No. 3,325,210 issued by the USPTO on October 30, 2007, for the “Caribbean Stud Bonus” Design depicted below for use on or in connection with “casino gaming services.” Attached hereto as Exhibit 25 is a true and correct copy of the Certificate of Registration for this mark.



59. SHFL is the owner of a federal trademark registration, Reg. No. 2,108,501 issued by the USPTO on October 28, 1997, for “Caribbean Draw ” for use on or in connection with “providing casino gaming services.” Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. Attached hereto as Exhibit 26 is a true and correct copy of the Certificate of Registration for this mark.

60. SHFL is the owner of a federal trademark registration, Reg. No. 3,067,149 issued by the USPTO on March 14, 2006, for “Caribbean Stud” for use on or in connection with “cards or tickets for offering games of chance, namely, lottery tickets.” Attached hereto as Exhibit 27 is a true and correct copy of the Certificate of Registration for this mark.

61. SHFL is the owner of a federal trademark registration, Reg. No. 1,787,117 issued by the USPTO on August 10, 1993, for “Caribbean Stud” for use on

1 or in connection with “casino gaming services.” Affidavits have been filed pursuant
2 to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this
3 registration is incontestable. Attached hereto as Exhibit 28 is a true and correct copy
4 of the Certificate of Registration for this mark.

5 62. Reg. Nos. 3,893,104 for “Caribbean Stud Bonus, Reg. Nos. 3,325,211
6 and 3,325,210 for the “Caribbean Stud Bonus” Designs, Reg. No. 2,108,501 for
7 “Caribbean Draw,” Reg. Nos. 3,067,149 and 1,787,117 for “Caribbean Stud” and the
8 common law trademarks for “Caribbean Stud” and “Caribbean Draw” are collectively
9 the “CARIBBEAN STUD” trademarks.

10 63. SHFL is the owner of a federal trademark registration, Reg. No.
11 1,860,468 issued by the USPTO on October 25, 1994, for “Casino War” for use on or
12 in connection with “card game.” Affidavits have been filed pursuant to Sections 8
13 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is
14 incontestable. Attached hereto as Exhibit 29 is a true and correct copy of the
15 Certificate of Registration for this mark. Reg. No. 1,860,468 for “Casino War” and
16 the common law trademark for “Casino War” are collectively the “CASINO WAR”
17 trademarks.

18 64. SHFL has extensively advertised, marketed and promoted the SHFL
19 Games using the LET IT RIDE, THREE CARD POKER, PAIR PLUS, CASINO
20 WAR and CARIBBEAN STUD trademarks which has cemented the public’s
21 identification of LET IT RIDE, THREE CARD POKER, PAIR PLUS, CASINO
22 WAR and CARIBBEAN STUD as designating SHFL’s products in California and
23 throughout the nation.

24 SHFL’s Copyrights

25 65. SHFL is the owner of copyrights in its proprietary Let It Ride Logo
26 depicted below, which was published as early as June 7, 1993. On December 30,
27 2010, SHFL registered the Let It Ride Logo with the United States Copyright Office,
28 Reg. No. VA1754553. Attached hereto as Exhibit 30 is a true and correct copy of

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 the Certificate of Registration for this work.



2
3
4
5
6
7 66. SHFL is the owner of copyrights in its proprietary Let It Ride The
8 Tournament User Guide, which was published as early as September 15, 1996. On
9 December 10, 1996, the proprietary Let It Ride The Tournament User Guide was
10 registered with the United States Copyright Office, Reg. No. TX0004459911.
11 Attached hereto as Exhibit 31 is a true and correct copy of the Certificate of
12 Registration for this work and select portions of the deposit.

13 67. SHFL is also the owner of copyrights in its proprietary Three Card Poker
14 featuring Pair Plus Game Design and Layout, which was published as early as
15 January 1, 1996. On July 28, 2009, SHFL registered the Three Card Poker featuring
16 Pair Plus Game Design and Layout with the United States Copyright Office, Reg. No.
17 VA1680816. Attached hereto as Exhibit 32 is a true and correct copy of the
18 Certificate of Registration for this work.



19
20
21
22
23
24 68. SHFL is the owner of copyrights in its proprietary Casino War Logo,
25 which was published as early as September 16, 1994. On September 28, 2009, SHFL
26 registered the Casino War Logo with the United States Copyright Office, Reg. No.
27 VA1687388. Attached hereto as Exhibit 33 is a true and correct copy of the
28 Certificate of Registration for this work.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

69. SHFL is the owner of copyrights in its proprietary Casino War Game Design and Layout, which was published as early as April 22, 2000. On September 28, 2009, SHFL registered the Casino War Game Design and Layout with the United States Copyright Office, Reg. No. VA1687394. Attached hereto as Exhibit 34 is a true and correct copy of the Certificate of Registration for this work.



70. SHFL is the owner of copyrights in its proprietary Caribbean Stud Poker Logo, which was published as early as November 17, 2000. On June 24, 2010, SHFL registered the Caribbean Stud Poker Logo with the United States Copyright Office, Reg. No. VA1724316. Attached hereto as Exhibit 35 is a true and correct copy of the Certificate of Registration for this work.



71. SHFL is the owner of copyrights in its proprietary Caribbean Stud Poker Game Design and Layout, which was published as early as November 17, 2000. On May 24, 2010, SHFL registered the Caribbean Stud Poker Game Design and Layout with the United States Copyright Office, Reg. No. VA1716125. Attached hereto as

1 Exhibit 36 is a true and correct copy of the Certificate of Registration for this work.



8 72. SHFL is the owner of copyrights in its proprietary Caribbean Stud silk-
9 screen print, which was published as early as March 4, 1988. On April 1, 1988,
10 Caribbean Stud was registered with the United States Copyright Office, Reg. No.
11 VA0301075. Attached hereto as Exhibit 37 is a true and correct copy of the
12 Certificate of Registration for this work.

13 **Defendants' Wrongful and Infringing Conduct**

14 73. SHFL is informed and believes that Defendants, and each of them acting
15 alone or in concert with each other, designs, manufactures, markets, distributes,
16 displays, uses and sells electronic games and gaming applications ("apps"), and
17 associated software to downstream distributors and gaming markets around the world,
18 including the games "Let It Ride" (the "Let It Ride Game"); "Fast Poker" which
19 includes a side bet entitled "Pair+," "3-Card Poker" which includes a side bet entitled
20 "Pair+" and "Fast Poker – Three Cards" which includes a side bet entitled "Pair +"
21 (collectively, the "Three Card Poker Game"); "Casino War" and "War" (collectively,
22 the "Casino War Game"); and "Caribbean Stud Poker" and "Caribbean Draw Poker"
23 (collectively the "Caribbean Stud Game") (collectively, the Let It Ride Game, the
24 Three Card Poker Game, the Casino War Game and the Caribbean Stud Game are the
25 "Infringing Games").

26 74. SHFL is informed and believes that Defendants, and each of them acting
27 alone or in concert with each other, designs, manufactures, markets, distributes,
28 displays, uses and sells cabinets, gaming machines and central systems that contain

1 the Infringing Games.

2 75. In particular, SHFL is informed and believes that Lottomatica designs,
3 manufactures, markets, distributes, displays, uses and sells an infringing “Fast Poker-
4 Three Cards” game which includes a side bet entitled “Pair+;” a “Casino War” game
5 and a “Caribbean Stud Poker” game.

6 76. SHFL is informed and believes that Lottomatica distributes the
7 infringing “Fast Poker-Three Cards” game which includes a side bet entitled “Pair+;”
8 “Casino War” game and “Caribbean Stud Poker” game through the websites
9 www.lottomaticaitalia.it and www.lottomatica.it. For example, consumers in the
10 United States can visit Lottomatica’s websites at www.lottomaticaitalia.it and
11 www.lottomatica.it and play Casino War.

12 77. SHFL is informed and believes that Boss designs, manufactures,
13 markets, distributes, displays, uses and sells infringing “3-card poker” and “Fast
14 Poker” games; a “Casino War” game and a “Caribbean Stud Poker” game. SHFL is
15 informed and believes that Boss develops Infringing Games for Defendants
16 Lottomatica, GTech, GTech Holdings, Spielo Canada, Spielo UK and Spielo USA.

17 78. SHFL is informed and believes that Boss distributes the Infringing
18 Games at least through <http://goldclubcasino.com/en>.

19 79. SHFL is informed and believes that Defendants, and each of them acting
20 alone or in concert with each other, distribute the Infringing Games under the names
21 “Spielo,” “SpieloG2” and/or “Spielo International.” SHFL is informed and believes
22 that “Spielo,” “SpieloG2” and “Spielo International” are not corporate entities but
23 rather fictitious aliases designed to obscure Defendants’ corporate structure and the
24 true source of the Infringing Games. SHFL is informed and believes that each
25 Defendant is linked to the Infringing Games associated with Spielo G2. For example,
26 SHFL is informed and believes that Boss is the registrant of www.spielog2.com; the
27 Spielo G2 “Contact Us” page displays logos for “Lottomatica Group,” “Lottomatica,”
28 “GTech” and “Spielo International;” the Spielo G2 “Head Office” has the Spielo UK

1 London address and Spielo UK is listed as the contact for SpieloG2; Spielo Canada is
2 the owner of the SPIELO trademark, Registration No. 2008795 and applied to register
3 two SPIELO INTERNATIONAL trademarks, Serial Nos. 85769063 and
4 85234451 with the USPTO; “SPIELO G2 (formerly GTECH G2) and SPIELO
5 International have joined together to form the gaming arm of the Lottomatica Group,
6 SPIELO International;” and Spielo USA is described on www.spielo.com as “[t]he
7 US SPIELO International™ office;” and www.spielo.com contains a link to
8 www.spielog2.com.”

9 80. In addition, SHFL is informed and believes that Defendants, and each of
10 them acting alone or in concert with each other, own and operate the websites at
11 www.lottomatica.it, www.lottomaticaitalia.it, www.gtech.com, www.spielog2.com,
12 and www.spielo.com, where Defendants design, manufacture, market, distribute,
13 display, use and sell the Infringing Games.

14 81. Defendants are not licensed or authorized in any way to use the LET IT
15 RIDE, THREE CARD POKER, PAIR PLUS, CASINO WAR or CARIBBEAN
16 STUD marks, or any confusingly similar imitations thereof in connection with the
17 manufacture, marketing, distribution, display and sale of electronic games.

18 82. The Infringing Games sold by Defendants are confusingly similar to, and
19 compete with the games sold by SHFL and the parties’ products are sold through
20 overlapping channels of trade.

21 83. Defendants’ use, offer for sale and sale of confusingly similar imitations
22 of SHFL’s Let It Ride, Three Card Poker, Pair Plus, Casino War, Caribbean Stud
23 Bonus and Caribbean Stud Poker games, using the same or similar marks is likely to
24 deceive, confuse and mislead purchasers and prospective purchasers into believing
25 that the Infringing Games sold by Defendants are manufactured by, authorized by, or
26 in some manner associated with SHFL, which they are not. The likelihood of
27 confusion, mistake and deception engendered by Defendants’ misappropriation of
28 SHFL’s trademarks is causing irreparable harm to the goodwill symbolized by these

1 marks and the reputation for quality that they embody, in California and in this
2 District. On information and belief, Defendants, and each of them acting alone or in
3 concert with each other, continue to use, offer for sale and sell confusingly similar
4 imitations of SHFL's Let It Ride, Three Card Poker, Pair Plus, Casino War,
5 Caribbean Stud Bonus and Caribbean Stud Poker games that compete with the games
6 manufactured and sold by SHFL.

7 84. On information and belief, Defendants, and each of them acting alone or
8 in concert with each other, willfully, intentionally and maliciously adopted and used
9 confusingly similar imitations of SHFL's LET IT RIDE, THREE CARD POKER,
10 PAIR PLUS, CASINO WAR and CARIBBEAN STUD trademarks in connection
11 with their Infringing Games.

12 In addition, SHFL is informed and believes that Defendants, and each of them
13 acting alone or in concert with each other, also intentionally manufacture, market,
14 distribute, display and sell Infringing Games and software to third-parties that are
15 intended for incorporation into online gambling websites in the United States and
16 worldwide. These Infringing Games include the games "Let It Ride," "Fast Poker"
17 featuring "Pair+," "3-Card Poker" featuring "Pair+," "Fast Poker – Three Cards"
18 featuring "Pair +," "Casino War," "War," "Caribbean Stud Poker" and "Caribbean
19 Draw Poker." Defendants' advertisement and distribution of Infringing Games and
20 software that are intended for incorporation into third-party websites encourages
21 third-parties to infringe SHFL's intellectual property rights and Defendants' actions
22 are undertaken in bad faith. SHFL is informed and believes that Defendants distribute
23 the Infringing Games and software to over 100 third-party downstream distributors
24 for use in their casino gambling websites including the following: bet365 Games
25 (jurisdiction Gibraltar), Sky Vegas (jurisdiction Alderney), 888 Casino (jurisdiction
26 Gibraltar), Play Now (jurisdiction British Columbia), Sunset Casino (jurisdiction
27 Netherlands Antilles) and Poker Heaven (jurisdiction Malta). Attached hereto as
28 Exhibit 38 is a true and correct copy of a printout from the website

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 <http://online.casinocity.com/software/spiello-g2/all/> showing a list of some of the
2 third-party distributors worldwide who use and display Defendants' Infringing Games
3 and software in their casino gambling websites. SHFL is informed and believes that
4 players in the United States and California are able to access and play the Infringing
5 Games on several of these third-party websites.

6 85. Without authorization or permission from SHFL, Defendants, and each
7 of them acting alone or in concert with each other, copied, distributed advertised
8 and/or sold and continue to copy, distribute, advertise and/or sell unauthorized Let It
9 Ride, Fast Poker, 3-Card Poker, Fast Poker-Three Cards, Pair+, War, Casino War,
10 Caribbean Stud Poker and Caribbean Draw Poker games and software, which are
11 substantially similar to and copy protected elements of SHFL's proprietary Let It Ride
12 Logo, Let It Ride The Tournament User Guide, Three Card Poker featuring Pair Plus
13 Game Design and Layout, Casino War Logo, Casino War Game Design and Layout,
14 Caribbean Stud Poker Logo, Caribbean Stud Poker Game Design and Layout, and
15 Caribbean Stud silk-screen print.

16 86. SHFL is informed and believed that Defendants, and each of them acting
17 alone or in concert with each other, copied protected elements of SHFL's proprietary
18 Let It Ride Logo, Let It Ride The Tournament User Guide, Three Card Poker
19 featuring Pair Plus Game Design and Layout, Casino War Logo, Casino War Game
20 Design and Layout, Caribbean Stud Poker Logo, Caribbean Stud Poker Game Design
21 and Layout and Caribbean Stud silk-screen print willfully and intentionally and with
22 disregard for SHFL's rights therein.

23 87. In addition, SHFL is informed and believes that Defendants, and each of
24 them acting alone or in concert with each other, advertise the Infringing Games for
25 sale in California and nationwide.

26 88. SHFL is informed and believes that Defendants are aware of SHFL's
27 business activities in California and this District in Indian Gaming Casinos.

28 89. SHFL is informed and believes that Defendants' sales of the Infringing

1 Games in California and this District are substantial.

2 **FIRST CLAIM FOR RELIEF**

3 **(Infringement of U.S. Patent No. 6,237, 916)**

4 90. SHFL realleges and incorporates by reference each and every allegation
5 contained in the above paragraphs as if fully set forth herein.

6 91. SHFL is the exclusive owner of all rights to United States Patent No.
7 6,237, 916 entitled “Method and Apparatus for Playing Card Games” (the “’916
8 Patent”) including but not limited the right to sue for damages. The USPTO duly and
9 legally issued the ’916 Patent on May 29, 2001.

10 92. On information and belief, Defendants, and each of them acting alone or
11 in concert with each other, have been and now are inducing others to infringe and/or
12 contributorily infringing, literally, under the doctrine of equivalents, and/or jointly,
13 one or more claims of the ’916 Patent in the United States, by among other things,
14 making, using, selling, offering to sell, and/or importing a Three Card Poker Game
15 that implements, utilizes, or otherwise embodies the patented invention in the United
16 States, including the Three Card Poker Game which is described in part and offered
17 for sale online. *See, e.g.,* [http://www.spielog2.com/products/spiello-g2-games/games-](http://www.spielog2.com/products/spiello-g2-games/games-library.aspx)
18 [library.aspx](http://www.spielog2.com/products/spiello-g2-games/games-library.aspx). Further, Defendants specifically intended their customers to infringe the
19 ’916 patent and knew that their customers’ acts constituted infringement. Therefore,
20 Defendants are liable for infringement of the ’916 Patent.

21 93. SHFL has been and is irreparably harmed by Defendants’ infringement
22 of the ’916 Patent. SHFL has incurred and will continue to incur substantial damages,
23 including monetary damages, unless Defendants are enjoined from further acts of
24 infringement.

25 94. Defendants have been aware of SHFL’s patents for Three Card Poker
26 since as early as 2008. Further, by notice of this Complaint first filed on February 5,
27 2013, at least, Defendants have been aware, since the filing date or before, that the
28 accused instrumentalities are not staple articles or commodities of commerce suitable

1 for substantial noninfringing use and are especially made and/or adapted for use in
2 infringing the '916 Patent, and Defendants' ongoing infringement is willful and
3 deliberate.

4 95. To the extent that facts uncovered in discovery show that Defendants'
5 infringement is, or has been, willful, SHFL reserves the right to seek enhanced
6 damages and attorneys' fees.

7 **SECOND CLAIM FOR RELIEF**

8 **(Infringement of U.S. Patent No. 6,698,759)**

9 96. SHFL realleges and incorporates by reference each and every allegation
10 contained in the above paragraphs as if fully set forth herein.

11 97. SHFL is the exclusive owner of all rights to United States Patent No.
12 6,698,759 entitled "Player Banked Three Card Poker and Associated Games" (the
13 "'759 Patent") including but not limited the right to sue for damages. The USPTO
14 duly and legally issued the '759 Patent on March 2, 2004.

15 98. On information and belief, Defendants, and each of them acting alone or
16 in concert with each other, have been and now are inducing others to infringe and/or
17 contributorily infringing, literally, under the doctrine of equivalents, and/or jointly,
18 one or more claims of the '759 Patent in the United States, by among other things,
19 making, using, selling, offering to sell, and/or importing a Three Card Poker Game
20 that implements, utilizes, or otherwise embodies the patented invention in the United
21 States, including the Three Card Poker Game which is described in part and offered
22 for sale online. *See, e.g.,* [http://www.spielog2.com/products/spiello-g2-games/games-](http://www.spielog2.com/products/spiello-g2-games/games-library.aspx)
23 [library.aspx](http://www.spielog2.com/products/spiello-g2-games/games-library.aspx). Further, Defendants specifically intended their customers to infringe the
24 '759 patent and knew that their customers' acts constituted infringement. Therefore,
25 Defendants are liable for infringement of the '759 Patent.

26 99. SHFL has been and is irreparably harmed by Defendants' infringement
27 of the '759 Patent. SHFL has incurred and will continue to incur substantial damages,
28 including monetary damages, unless Defendants are enjoined from further acts of

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 infringement.

2 100. Defendants have been aware of SHFL's patents for Three Card Poker
3 since as early as 2008. Further, by notice of this Complaint first filed on February 5,
4 2013, at least, Defendants have been aware, since the filing date or before, that the
5 accused instrumentalities are not staple articles or commodities of commerce suitable
6 for substantial noninfringing use and are especially made and/or adapted for use in
7 infringing the '759 Patent, and Defendants' ongoing infringement is willful and
8 deliberate.

9 101. To the extent that facts uncovered in discovery show that Defendants'
10 infringement is, or has been, willful, SHFL reserves the right to seek enhanced
11 damages and attorneys' fees.

12 **THIRD CLAIM FOR RELIEF**

13 **(Infringement of U.S. Patent No. 5,417,430)**

14 102. SHFL realleges and incorporates by reference each and every allegation
15 contained in the above paragraphs as if fully set forth herein.

16 103. SHFL is the exclusive owner of all rights to United States Patent No.
17 5,417,430 entitled "Progressive Wagering Method and Game" (the "'430 Patent")
18 including but not limited the right to sue for damages. The USPTO duly and legally
19 issued the '430 Patent on May 23, 1995.

20 104. On information and belief, Defendants, and each of them acting alone or
21 in concert with each other, have been and now are directly infringing, inducing others
22 to infringe and/or contributorily infringing, literally, under the doctrine of equivalents,
23 and/or jointly, one or more claims of the '430 Patent in the United States, by among
24 other things, making, using, selling, offering to sell, and/or importing a Let It Ride
25 Game that implements, utilizes, or otherwise embodies the patented invention in the
26 United States, including the Let It Ride Game which is described in part and offered
27 for sale online. Further, Defendants specifically intended their customers to infringe
28 the '430 patent and knew that their customers' acts constituted infringement.

1 Therefore, Defendants are liable for infringement of the '430 Patent.

2 105. SHFL has been and is irreparably harmed by Defendants' infringement
3 of the '430 Patent. SHFL has incurred and will continue to incur substantial damages,
4 including monetary damages, unless Defendants are enjoined from further acts of
5 infringement.

6 106. Defendants have been aware of SHFL's patents for Let It Ride since as
7 early as 2008. Further, by notice of this Complaint first filed on February 5, 2013, at
8 least, Defendants have been aware, since the filing date or before, that the accused
9 instrumentalities are not staple articles or commodities of commerce suitable for
10 substantial noninfringing use and are especially made and/or adapted for use in
11 infringing the '430 Patent, and Defendants' ongoing infringement is willful and
12 deliberate.

13 107. To the extent that facts uncovered in discovery show that Defendants'
14 infringement is, or has been, willful, SHFL reserves the right to seek enhanced
15 damages and attorneys' fees.

16 **FOURTH CLAIM FOR RELIEF**

17 **(Infringement of U.S. Patent No. 5,437,462)**

18 108. SHFL realleges and incorporates by reference each and every allegation
19 contained in the above paragraphs as if fully set forth herein.

20 109. SHFL is the exclusive owner of all rights to United States Patent No.
21 5,437,462 entitled "Wagering Game" (the "'462 Patent") including but not limited the
22 right to sue for damages. The USPTO duly and legally issued the '462 Patent on
23 August 1, 1995.

24 110. On information and belief, Defendants, and each of them acting alone or
25 in concert with each other, have been and now are inducing others to infringe and/or
26 contributorily infringing, literally, under the doctrine of equivalents, and/or jointly,
27 one or more claims of the '462 Patent in the United States, by among other things,
28 making, using, selling, offering to sell, and/or importing a Let It Ride Game that

1 implements, utilizes, or otherwise embodies the patented invention in the United
2 States, including the Let It Ride Game which is described in part and offered for sale
3 online. Further, Defendants specifically intended their customers to infringe the '462
4 patent and knew that their customers' acts constituted infringement. Therefore,
5 Defendants are liable for infringement of the '462 Patent.

6 111. SHFL has been and is irreparably harmed by Defendants' infringement
7 of the '462 Patent. SHFL has incurred and will continue to incur substantial damages,
8 including monetary damages, unless Defendants are enjoined from further acts of
9 infringement.

10 112. Defendants have been aware of SHFL's patents for Let It Ride since as
11 early as 2008. Further, by notice of this Complaint first filed on February 5, 2013, at
12 least, Defendants have been aware, since the filing date or before, that the accused
13 instrumentalities are not staple articles or commodities of commerce suitable for
14 substantial noninfringing use and are especially made and/or adapted for use in
15 infringing the '462 Patent, and Defendants' ongoing infringement is willful and
16 deliberate.

17 113. To the extent that facts uncovered in discovery show that Defendants'
18 infringement is, or has been, willful, SHFL reserves the right to seek enhanced
19 damages and attorneys' fees.

20 **FIFTH CLAIM FOR RELIEF**

21 **(Trademark Infringement in Violation of 15 U.S.C. §1114 et seq.)**

22 114. SHFL realleges and incorporates by reference each and every allegation
23 contained in the above paragraphs as if fully set forth herein.

24 115. Defendants, and each of them acting alone or in concert with each other,
25 are manufacturing, marketing, distributing, displaying and selling games and software
26 in interstate commerce bearing the same and/or confusingly similar imitations of
27 SHFL's LET IT RIDE, THREE CARD POKER, PAIR PLUS, CASINO WAR and
28 CARIBBEAN STUD marks.

1 116. Defendants' manufacturing, marketing, distribution, display and sale in
 2 commerce of confusingly similar games and software bearing the same and/or
 3 confusingly similar imitations of SHFL's LET IT RIDE, THREE CARD POKER,
 4 PAIR PLUS, CASINO WAR and CARIBBEAN STUD marks, as described in this
 5 Complaint, is likely to cause confusion, deception and mistake by creating the false
 6 and misleading impression that Defendants' products are manufactured, produced,
 7 distributed, endorsed, sponsored, approved or licensed by SHFL, or are associated or
 8 connected with SHFL.

9 117. Defendants have used marks confusingly similar to SHFL's federally
 10 registered LET IT RIDE, THREE CARD POKER, PAIR PLUS, CASINO WAR and
 11 CARIBBEAN STUD marks in violation of 15 U.S.C. § 1114. Defendants' activities
 12 have caused and, unless enjoined by this Court, will continue to cause a likelihood of
 13 confusion and deception of members of the trade and public, and additional injury to
 14 SHFL's goodwill and reputation as symbolized by the registered LET IT RIDE,
 15 THREE CARD POKER, PAIR PLUS, CASINO WAR and CARIBBEAN STUD
 16 marks, for which SHFL has no adequate remedy at law.

17 118. Defendants' actions demonstrate an intentional, willful, and malicious
 18 intent to trade on the goodwill associated with SHFL's federally registered LET IT
 19 RIDE, THREE CARD POKER, PAIR PLUS, CASINO WAR and CARIBBEAN
 20 STUD marks to SHFL's great and irreparable injury.

21 119. Defendants have caused and are likely to continue causing substantial
 22 injury to the public and to SHFL, and SHFL is entitled to injunctive relief and to
 23 recover Defendants' profits, actual damages, enhanced profits and damages, costs and
 24 reasonable attorneys' fees under 15 U.S.C. §§ 1114, 1116 and 1117.

25 **SIXTH CLAIM FOR RELIEF**

26 **(Federal Unfair Competition and False Designation of Origin in**

27 **Violation of 15 U.S.C. §1125)**

28 120. SHFL realleges and incorporates by reference each and every allegation

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 contained in the above paragraphs as if fully set forth herein.

2 121. Defendants, and each of them acting alone or in concert with each other,
3 are using, offering for sale, and selling confusingly similar imitations of SHFL's LET
4 IT RIDE, THREE CARD POKER, PAIR PLUS, CASINO WAR and CARIBBEAN
5 STUD common law trademarks, as described in this Complaint, which has caused and
6 is likely to cause confusion, deception, and mistake by creating the false and
7 misleading impression that the Infringing Games are manufactured or distributed by
8 SHFL, are affiliated, connected, or associated with SHFL, or have the sponsorship,
9 endorsement or approval of SHFL.

10 122. Defendants have made false representations, false descriptions, and false
11 designations of SHFL's goods in violation of 15 U.S.C. § 1125(a). Defendants'
12 activities have caused and, unless enjoined by this Court, will continue to cause a
13 likelihood of confusion and deception of members of the trade and public, as well as
14 injury to SHFL's goodwill and reputation as symbolized by the LET IT RIDE,
15 THREE CARD POKER, PAIR PLUS, CASINO WAR and CARIBBEAN STUD
16 common law trademarks, for which SHFL has no adequate remedy at law.

17 123. Defendants' actions demonstrate an intentional, willful and malicious
18 intent to trade on the goodwill associated with SHFL's LET IT RIDE, THREE CARD
19 POKER, PAIR PLUS, CASINO WAR and CARIBBEAN STUD common law
20 trademarks, to the great and irreparable injury of SHFL.

21 124. Defendants' conduct has caused, and is likely to continue causing,
22 substantial injury to the public and to SHFL. SHFL is entitled to injunctive relief and
23 to recover Defendants' profits, actual damages, enhanced profits and damages, costs
24 and reasonable attorneys' fees under 15 U.S.C. §§ 1125(a), 1116 and 1117.

25 **SEVENTH CLAIM FOR RELIEF**

26 **(Copyright Infringement in Violation of 17 U.S.C. §501)**

27 125. SHFL realleges and incorporates by reference each and every allegation
28 contained in the above paragraphs as if fully set forth herein.

1 126. SHFL is, and at all relevant times has been, the copyright owner, by way
2 of assignment, of the Let It Ride Logo, Let It Ride The Tournament User Guide,
3 Three Card Poker featuring Pair Plus Game Design and Layout, Casino War Logo,
4 Casino War Game Design and Layout, Caribbean Stud Poker Logo, Caribbean Stud
5 Poker Game Design and Layout and Caribbean Stud silk-screen print. SHFL owns
6 rights under the Copyright Act to the Let It Ride Logo, Let It Ride The Tournament
7 User Guide Three Card Poker featuring Pair Plus Game Design and Layout, Casino
8 War Logo, Casino War Game Design and Layout, Caribbean Stud Poker Logo,
9 Caribbean Stud Poker Game Design and Layout and Caribbean Stud silk-screen print,
10 including the rights to reproduce, distribute and display them. The Let It Ride Logo,
11 Let It Ride The Tournament User Guide Three Card Poker featuring Pair Plus Game
12 Design and Layout, Casino War Logo, Casino War Game Design and Layout,
13 Caribbean Stud Poker Logo, Caribbean Stud Poker Game Design and Layout and
14 Caribbean Stud silk-screen print are wholly original with SHFL and, as fixed in
15 tangible media, are copyrightable subject matter under the Copyright Act.

16 127. SHFL asserts that Defendants, and each of them acting alone or in
17 concert with each other, have copied, distributed, advertised and/or sold and continues
18 to copy, distribute, advertise and/or sell an unauthorized Let It Ride Game, which is
19 substantially similar to and copies protected elements of SHFL's Let It Ride Logo
20 and Let It Ride The Tournament User Guide; an unauthorized Three Card Poker
21 Game, which is substantially similar to and copies protected elements of SHFL's
22 Three Card Poker featuring Pair Plus Game Design and Layout; an unauthorized
23 Casino War Game, which is substantially similar to and copies protected elements of
24 SHFL's Casino War Logo and the Casino War Game Design and Layout; and an
25 unauthorized Caribbean Poker Game, which is substantially similar to and copies
26 protected elements of SHFL's Caribbean Stud Poker Logo, the Caribbean Stud Poker
27 Game Design and Layout and Caribbean Stud silk-screen print.

28 128. By engaging in this conduct, Defendants have acted in willful disregard

1 of laws protecting SHFL's copyrights. SHFL has sustained and will continue to
 2 sustain substantial damage to the value of its creative works, specifically including
 3 the Let It Ride Logo, Three Card Poker featuring Pair Plus Game Design and Layout,
 4 Casino War Logo, Casino War Game Design and Layout, Caribbean Stud Poker Logo
 5 and Caribbean Stud Poker Game Design and Layout and Caribbean Stud silk-screen
 6 print.

7 129. SHFL has suffered and continues to suffer direct and actual damages as a
 8 result of Defendants' infringing conduct. SHFL is entitled to recover statutory
 9 damages or its actual damages as well as Defendants' profits generated from the
 10 promotion, distribution, sale and offer for sale of Defendants' infringing products,
 11 pursuant to 17 U.S.C. §504, as well as enhanced damages for willful infringement.

12 130. SHFL has no adequate remedy at law and has suffered and continues to
 13 suffer irreparable harm and damage, including but not limited to lost sales and
 14 business opportunities and damage to SHFL's reputation and brand as a result of the
 15 above-described acts. SHFL is informed and believes, and upon that basis alleges
 16 that, unless enjoined by the Court, Defendants' infringing activity will continue, with
 17 attendant and irreparable harm to SHFL. Accordingly, SHFL seeks preliminary and
 18 permanent injunctive relief pursuant to 17 U.S.C. § 502.

19 131. By reason of the foregoing, SHFL has incurred and will continue to incur
 20 attorneys' fees and other costs in connection with the prosecution of its claims against
 21 Defendants, which SHFL is entitled to recover from Defendants pursuant to 17 U.S.C.
 22 § 505.

23 **EIGHTH CLAIM FOR RELIEF**

24 **(California Statutory Unfair Competition in Violation of Cal. Bus. & Prof.** 25 **Code §17200)**

26 132. SHFL realleges and incorporates by reference each and every allegation
 27 contained in the above paragraphs as if fully set forth herein.

28 133. Each of Defendants' acts and practices, as alleged above, constitute

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 unfair competition in violation of Cal. Bus. & Prof. Code § 17200. Each of
2 Defendants has engaged in unlawful, unfair or fraudulent business practices within
3 the meaning of Cal. Bus. & Prof. Code §17200.

4 134. Defendants, and each of them acting alone or in concert with each other,
5 intentionally infringed the SHFL Games, as alleged above, to purposefully trade off
6 the goodwill and reputation of SHFL and to confuse and deceive consumers by
7 creating the false and misleading impression that Defendants' products are
8 manufactured, produced, distributed, endorsed, sponsored, approved or licensed by
9 SHFL, or are associated or connected with SHFL.

10 135. Plaintiff is informed and believes Defendants performed the acts alleged
11 herein intentionally, for the purpose of injuring SHFL. The acts alleged herein
12 continue to this day and present a threat to SHFL, the general public, the trade and
13 consumers.

14 136. As a result of Defendants' wrongful acts, SHFL has suffered and will
15 continue to suffer loss of income, profits and valuable business opportunities and if
16 not preliminarily and permanently enjoined, Defendants will have unfairly derived
17 and will continue to unfairly derive income, profits and business opportunities as a
18 result of their wrongful acts.

19 137. Pursuant to Cal. Bus. & Prof. Code § 17200, SHFL seeks an order of this
20 Court preliminarily and permanently enjoining Defendants from continuing to engage
21 in the unlawful, unfair or fraudulent acts or practices set forth herein, as well as
22 restitution or disgorgement of any monies received by Defendants through such acts
23 or practices.

24 **NINTH CLAIM FOR RELIEF**

25 **(California Common Law Unfair Competition)**

26 138. SHFL realleges and incorporates by reference each and every allegation
27 contained in the above paragraphs as if fully set forth herein.

28 139. Defendants, and each of them acting alone or in concert with each other,

1 intended to use SHFL's LET IT RIDE, THREE CARD POKER, PAIR PLUS,
2 CASINO WAR and CARIBBEAN STUD marks, or confusingly similar imitations
3 thereof, in a manner which is likely to confuse and mislead members of the relevant
4 public as to the origin, sponsorship, approval or license of Defendants' products and
5 as to the false association of said products with SHFL. Defendants' conduct as
6 alleged herein was intended to confuse and mislead members of the public, and
7 members of the public will believe that SHFL sponsored, approved or is affiliated
8 with Defendants and that SHFL originated, approved or licensed Defendants'
9 products.

10 140. Defendants' conduct alleged herein infringes SHFL's LET IT RIDE,
11 THREE CARD POKER, PAIR PLUS, CASINO WAR and CARIBBEAN STUD
12 trademark rights and constitutes passing off and common law unfair competition with
13 SHFL, all of which has damaged and will continue to irreparably damage SHFL's
14 goodwill and reputation unless restrained by this Court, because SHFL has no
15 adequate remedy at law.

16 141. SHFL has suffered and continues to suffer direct and actual damages as a
17 result of Defendants' infringing conduct, including but not limited to lost sales and
18 business opportunities and damage to SHFL's reputation and the LET IT RIDE,
19 THREE CARD POKER, PAIR PLUS, CASINO WAR and CARIBBEAN STUD
20 marks. SHFL is entitled to recover its actual damages as well as Defendants' profits
21 generated from the promotion, distribution, sale and offer for sale of Defendants'
22 infringing products.

23 142. Because Defendants' conduct alleged herein has been intentional,
24 oppressive, malicious, fraudulent and in willful disregard of SHFL's rights, SHFL is
25 also entitled to recover punitive and exemplary damages.

26 143. SHFL has suffered, and if Defendants are not enjoined from their
27 wrongful acts of common law trademark infringement, passing off and unfair
28 competition, will continue to suffer great and irreparable injury, loss and damage to

1 its rights in and to its LET IT RIDE, THREE CARD POKER, PAIR PLUS, CASINO
2 WAR and CARIBBEAN STUD marks and the goodwill associated therewith for
3 which it has no adequate remedy at law.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, SHFL prays that:

6 1. Defendants and all of their respective agents, officers, employees,
7 representatives, successors, assigns, attorneys, and all other persons acting for, with,
8 by, through or under authority from Defendants, or in concert or participation with
9 Defendants, and each of them, be enjoined preliminarily and permanently, from
10 directly or indirectly infringing SHFL's copyrights, trademarks or patents in any
11 manner including but not limited to:

- 12 a. Using, displaying, advertising, promoting, registering, transferring, or
13 assigning, including on or in connection with any products, services,
14 promotional items, domain names or web sites, the Let It Ride game,
15 the Three Card Poker game, the Pair Plus feature, the Casino War
16 game, the Caribbean Stud Bonus game, the Caribbean Stud Poker
17 game, the LET IT RIDE, THREE CARD POKER, PAIR PLUS,
18 CASINO WAR and CARIBBEAN STUD marks, the Let It Ride
19 Logo, Let It Ride The Tournament User Guide, Three Card Poker
20 featuring Pair Plus Game Design and Layout, Casino War Logo,
21 Casino War Game Design and Layout, Caribbean Stud Poker Logo,
22 Caribbean Stud Poker Game Design and Layout and Caribbean Stud
23 silk-screen print or any confusingly similar variation thereof;
- 24 b. Using, offering for sale, or selling, any trademark, logo, design, or
25 source designation of any kind on or in connection with Defendants'
26 goods that is likely to cause confusion, mistake, deception, or public
27 misunderstanding that such goods are produced or provided by SHFL,
28 are sponsored or authorized by SHFL, or are in any way connected or

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- related to SHFL;
- c. Using, offering for sale, or selling, any trademark, logo, design, or source designation of any kind on or in connection with Defendants' goods that dilutes or is likely to dilute the distinctiveness of the trademarks or logos of SHFL;
- d. Passing off, palming off, or assisting in passing off or palming off Defendants' goods as those of SHFL, or otherwise continuing any and all acts of unfair competition as alleged in this Complaint;
- e. Reproducing, distributing, displaying, selling or offering for sale products that copy protected elements of SHFL's products, the Let It Ride Logo, Let It Ride The Tournament User Guide, Three Card Poker featuring Pair Plus Game Design and Layout, Casino War Logo, Casino War Game Design and Layout, Caribbean Stud Poker Logo, Caribbean Stud Poker Game Design and Layout and Caribbean Stud silk-screen print or substantially similar variations thereof; and
- f. Engaging in acts of Federal copyright or patent infringement or Federal or California statutory or common law trademark infringement, passing off or unfair competition that would damage or injure SHFL and/or SHFL's trademarks, logos, proprietary designs and/or other intellectual property.

2. Defendants be ordered to cease offering for sale, marketing, promoting, and selling, to remove from stores and websites all products bearing SHFL's LET IT RIDE, THREE CARD POKER, PAIR PLUS, CASINO WAR and CARIBBEAN STUD marks, SHFL's Let It Ride Logo, Let It Ride The Tournament User Guide, Three Card Poker featuring Pair Plus Game Design and Layout, Casino War Logo, Casino War Game Design and Layout, Caribbean Stud Poker Logo, Caribbean Stud Poker Game Design and Layout and Caribbean Stud silk-screen print or any other confusingly similar variation, which are in Defendants' possession or have been

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1 supplied by Defendants or under their authority, to any store or customer, including,
2 but not limited to, any wholesaler, distributor, distribution center, retail store,
3 consignor, or marketer, and also to deliver to each such store or customer a copy of
4 this Court's order as it relates to said injunctive relief against Defendants;

5 3. Defendants be ordered to deliver up for impoundment and for
6 destruction, all games, apps, bags, boxes, labels, tags, signs, packages, advertising,
7 sample books, promotional material, stationary, software, source code or other
8 materials in the possession, custody, or under the control of Defendants and/or
9 Defendants' downstream distributors, bearing SHFL's trademarks, copyrights or any
10 colorable imitation thereof;

11 4. Defendants be compelled to account to SHFL for any and all profits
12 derived by Defendants from the sale or distribution of infringing goods as described
13 in this Complaint;

14 5. That the Court find Defendants' acts of trademark infringement,
15 copyright infringement and unfair competition to be knowing and willful, an
16 exceptional case within the meaning of 15 U.S.C. §1117 and 15 U.S.C. §504;

17 6. That the Court enter judgment in favor of SHFL that Defendants have
18 infringed, and continue to infringe, the '916, '759,'430 and '462 Patents;

19 7. That the Court enter an order enjoining Defendants, their officers,
20 subsidiaries, agents, servants, employees, and all persons in active concert with any of
21 them from any further infringement of the '916, '759,'430 and '462 Patents in any
22 manner including but not limited to making, using, selling, offering to sell, and/or
23 importing products that implement, utilize, or otherwise embody the patented
24 inventions or inducing or contributing to these acts by others, including the Let It
25 Ride Game, Three Card Poker Game, Casino War Game and/or the Caribbean Stud
26 Game and/or any other product that implements, utilizes, or otherwise embodies the
27 Let It Ride Game, Three Card Poker Game, Casino War Game and/or the Caribbean
28 Stud Game;

1 8. That, as to all claims, SHFL be awarded damages, including its actual
2 damages (or statutory damages for certain acts of copyright infringement, if SHFL so
3 elects), Defendants' profits, treble and punitive damages, pre- and post-judgment
4 interest, enhanced damages and costs pursuant to 35 U.S.C. § 284, as well as its
5 attorneys' fees and costs, in an amount to be ascertained pursuant to applicable laws,
6 including, without limitation, 15 U.S.C. §1117, 15 U.S.C. §504, 35 U.S.C. § 285, and
7 California law; and

8 9. SHFL have such other and further relief as the Court may deem just.

11 DATED: July 22, 2013

GLASER WEIL FINK JACOBS
HOWARD AVCHEN & SHAPIRO LLP

By: *Erica J. Van Loon*
ADRIAN M. PRUETZ
ERICA J. VAN LOON
JESSICA A. WOOD
Attorneys for Plaintiff
SHFL entertainment, Inc.

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

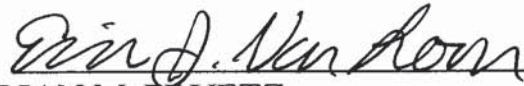
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JURY TRIAL DEMAND

In accordance with Rule 38 of the Federal Rules of Civil Procedure and L.R. 38-1, SHFL respectfully demands a trial by jury on all issues and claims so triable.

DATED: July 22, 2013

GLASER WEIL FINK JACOBS
HOWARD AVCHEN & SHAPIRO LLP

By: 
ADRIAN M. PRUETZ
ERICA J. VAN LOON
JESSICA A. WOOD
Attorneys for Plaintiff
SHFL entertainment, Inc.

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

Exhibit 1



US006237916B1

(12) **United States Patent**
Webb

(10) Patent No.: **US 6,237,916 B1**
(45) Date of Patent: **May 29, 2001**

(54) **METHOD AND APPARATUS FOR PLAYING CARD GAMES**

(75) Inventor: **Derek J. Webb, Derby (GB)**

(73) Assignee: **Shuffle Master Gaming, Las Vegas, NV (US)**

(*) Notice: **Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.**

(21) Appl. No.: **09/170,092**

(22) Filed: **Oct. 13, 1998**

Related U.S. Application Data

(60) Continuation-in-part of application No. 08/889,919, filed on Jul. 10, 1997, which is a division of application No. 08/504,023, filed on Jul. 19, 1995, now Pat. No. 5,685,774.

(30) **Foreign Application Priority Data**

Jul. 22, 1994 (GB) 9414822
Dec. 29, 1994 (GB) 9426324

(51) Int. Cl.⁷ **A63F 1/00**
(52) U.S. Cl. **273/292; 463/13**
(58) Field of Search **463/12, 13, 46; 463/17; 273/292**

(56) **References Cited**

U.S. PATENT DOCUMENTS

4,743,022 5/1988 Wood 273/292
4,836,553 6/1989 Suttle et al. 273/292
5,098,107 3/1992 Boylan et al. 273/292
5,174,579 12/1992 Griffiths 273/292
5,257,784 11/1993 Boylan et al. 273/138
5,257,810 11/1993 Schorr et al. 273/292
5,265,877 11/1993 Boylan et al. 273/139
5,275,415 1/1994 Wisted 273/274
5,288,081 2/1994 Breeding 273/292
5,294,128 3/1994 Marquez 273/292

5,308,065 5/1994 Bridgeman et al. 273/292
5,366,228 11/1994 Kangsanariaks 273/292
5,377,973 1/1995 Jones et al. 273/292
5,377,993 * 1/1995 Josephs 463/12
5,397,128 * 3/1995 Hesse et al. 273/292
5,431,408 7/1995 Adams 273/306
5,489,101 2/1996 Moody 273/292
5,505,449 * 4/1996 Eberhardt et al. 463/17
5,531,448 7/1996 Moody 273/292
5,538,252 7/1996 Green 273/306
5,584,486 12/1996 Franklin 273/292
5,653,444 8/1997 Dahl 273/274
5,673,917 10/1997 Vancura 273/292
5,732,950 3/1998 Moody 273/292

FOREIGN PATENT DOCUMENTS

667345 2/1952 (GB) .

OTHER PUBLICATIONS

Copyright filing with the Bureau voor de Intellectuele Eigendom, Aruba, 13 pgs, (Jan. 13, 1988).
Published Rule Sheet for Casino Poker from Vegas World, 1 page, (1982).
"Card Craps", *Scarne's Encyclopedia of Card Games*, pp. 321-323, (1948).

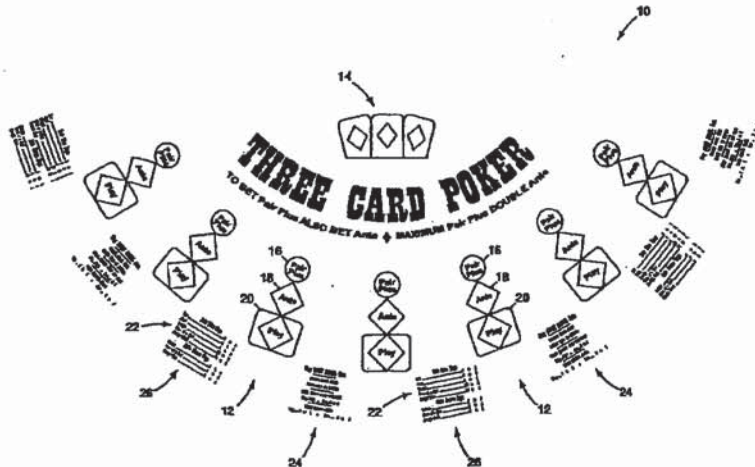
* cited by examiner

Primary Examiner—Benjamin H. Layno
(74) Attorney, Agent, or Firm—Mark A. Litman & Associates, P.A.

(57) **ABSTRACT**

Card games that combine the play of a Poker-variant card game (e.g., three-, four-, and five-card Poker) with a side wager (e.g., Pair Plus). Players wagering against a dealer's hand, optionally wager against a predetermined ranking of winning hands, and may place additional wagers. According to another aspect, players are provided with a wild card which is retained and used repeatedly by each player with each hand.

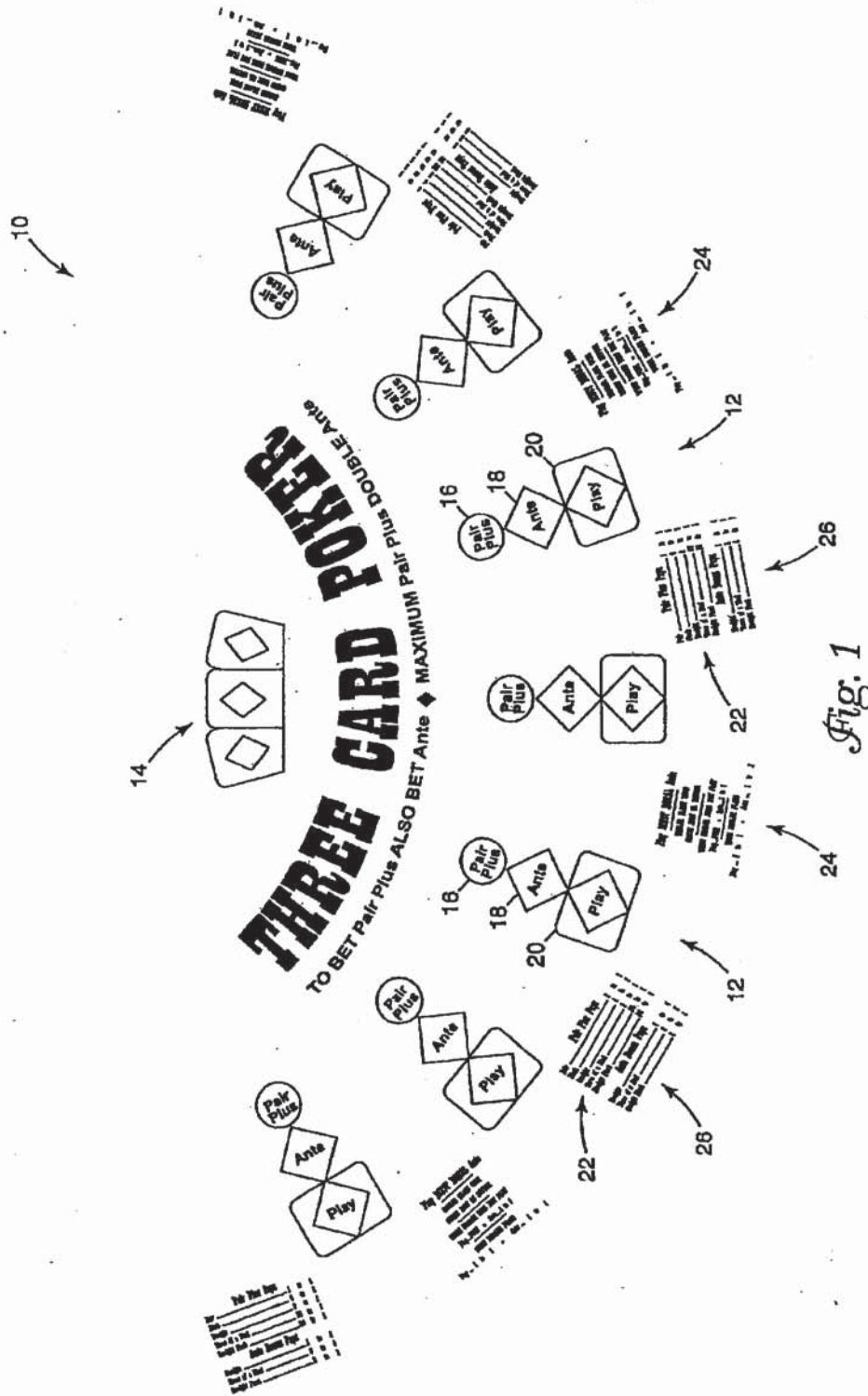
52 Claims, 1 Drawing Sheet



U.S. Patent

May 29, 2001

US 6,237,916 B1



US 6,237,916 B1

1

METHOD AND APPARATUS FOR PLAYING CARD GAMES

RELATED APPLICATIONS

This is a continuation-in-part of U.S. application Ser. No. 08/889,919, filed Jul. 10, 1997, which is a division of U.S. application Ser. No. 08/504,023, filed Jul. 19, 1995, U.S. Pat. No. 5,685,774.

BACKGROUND OF THE INVENTION

1. Field of the Invention

The invention relates to card games. More particularly, the invention relates to card-type games suitable for gaming establishments and other environments.

2. Description of Related Art

Casinos and leisure establishments continually require new games to offer their clientele. Such games are generally required to enable each player to play against a banker (who usually also acts as dealer) provided by the casino, rather than against other players. Alternatively, in a "card room" game each player may have the option to act as banker while the establishment runs the game on behalf of the banker and takes fees from the players.

Players typically enjoy games which can be played rapidly and which offer players a plurality of choices. A plurality of choices heightens player interest in games. It would therefore be desirable to provide card games including a plurality of new wagering options.

SUMMARY OF THE INVENTION

The present invention provides card games that combine the play of a Poker-variant card game (e.g., three-, four-, and five-card Poker) with a side wager (e.g., Pair Plus). In a casino embodiment, the invention can be played in conjunction with a conventional casino-type table and a single standard deck of 52 playing cards. In such an embodiment, the table also displays a payoff scale on the side wager and further instructional and promotional information.

In a three-card embodiment of the present invention, each player places an Ante wager and an optional Pair Plus wager at the beginning of a round of the game. The Ante wager is a bet that the player will receive a hand with a higher rank than that of a dealer. The Pair Plus wager is a bet that the player's hand will have a higher rank than a predetermined rank (e.g., a Pair).

The dealer then deals himself (face-down) and each player three cards (either face-up or face-down). Each player, after inspecting his hand, places a Play wager if he desires to continue with the round. If, however, a player chooses not to proceed his Ante and Pair Plus (if placed) wagers are forfeited and his cards are discarded. The dealer then reveals his hand and those of each player (if not already visible) and resolves each player's wager(s).

A wild card can also be used with the present invention. Such cards are distinguishable from the other cards in play and can also serve as a memento and/or a promotional item to be retained by the player.

As the invention can be practiced on existing casino tables, the invention provides casino operators with additional revenue generating features without requiring extra casino tables, space, or game surveillance.

The invention can also be readily implemented in a wide variety of additional forms and media including, single player slot video machines, multi-player slot video

2

machines, electronic games and devices, lottery terminals, scratch-card formats, software as well as in-flight, home, and Internet entertainment. Moreover, the invention can be readily implemented in software, which can be stored on a disk (e.g., magnetic disk, compact disk (CD), etc.) and used with a computer system.

The foregoing, and other features and advantages of the invention, will be apparent from the following, more particular description of the preferred embodiments of the invention, the accompanying drawing, and the appended claims.

BRIEF DESCRIPTION OF THE DRAWING

FIG. 1 illustrates a playing surface (layout) of a casino-type table in accordance with the invention.

DETAILED DESCRIPTION OF THE PREFERRED EMBODIMENTS

The preferred embodiments of the invention are now described with reference to the figure where like reference numbers indicate like elements.

The various embodiments of the present invention are directed to card-type games wherein indicia of playing cards are displayed to one or more players and/or a dealer. As used herein, the phrase "indicia of playing cards" is meant to include actual playing cards, as well as images of playing cards displayed either mechanically, electro-mechanically, electronically or otherwise. For example, it is well within the scope of the present invention to display indicia of playing cards on an actual board game, on a mechanical slot machine, on an electronic gaming device, on another video screen, or utilizing another form of image generation such as holography. Similarly, the phrase "indicia of wild cards" as used herein may include jokers from a standard deck of playing cards but may also comprise other indicia which, according to rules of the game, may be used for at least one other value.

The present invention provides improvements over the card games taught in commonly owned U.S. Pat. No. 5,685,774 to Webb and commonly owned, co-pending U.S. patent application Ser. No. 08/889,919, the disclosures of which are incorporated herein by reference.

The card games taught in U.S. Pat. No. 5,685,774 provide players the choice of betting their hands against a dealer hand (e.g., an "Ante" wager), or against a predetermined rank (e.g., a "Pair Plus" wager), or placing both wagers.

Although these wager features should provide for a dynamic gaming experience, practice has shown that players tend to have a bias toward Pair Plus wagering. Accordingly, some of the unique advantages of the card games taught in the foregoing patent are not consistently realized in practice. Players appear to choose the Pair Plus wager option, at exclusion of the Ante option, for a number of reasons. Firstly, in a casino environment, table layout design requires that the higher odds payoff bet is placed closest to the dealer, and new players tend to automatically bet the wager closest to the dealer if they are unfamiliar with the game. Secondly, dealer wages are basic minimums and are supplemented by tips or tokens, so if dealers perceive that a certain method of play generates more tokens than that mode of play is encouraged. Although the perception is erroneous, this is the case with the Pair Plus wager. Thirdly, some players play poorly when playing Ante and have a more negative experience than they should, and thus gravitate towards Pair Plus. Fourthly, some casinos may not have utilized best methods

of shuffling for this type of game, which may have resulted in more premium hands being generated than was expected by random distribution.

As a result of these various factors, such embodiments operate at less than optimal levels. For example, with a player bias toward Pair Plus wagering, player win frequency is lower. Secondly, there is less player-dealer interaction, thus the sociability aspect of the game is adversely effected. Thirdly, the game does not appear as attractive to a spectator trying to learn the game. Fourthly, the overall volume of business is reduced when some players are not exploiting all the wager options. Fifthly, the casino results are more volatile as more wagers are concentrated on the higher payoff scale. Sixthly, the combined factors described impact unfavorably on the casinos most commonly used measurement of relative game merit, the hold percentage.

The present invention provides card games that also combine the play of a Poker-variant card game (e.g., three-, four-, and five-card Poker) with a side wager (e.g., Pair Plus). However, the wager options in the present invention are structured to ensure greater overall game performance.

FIG. 1 illustrates a playing surface or table layout 10 on which one embodiment of the present invention may be played. Layout 10 may be marked or placed on any suitable surface such as a gaming table. For example, the layout may be in the form of a layout cloth supported on a supporting surface. In general, the invention can be practiced on existing casino tables, thus providing casino operators with additional revenue generating features without requiring extra casino tables, space, or game surveillance.

Layout 10 provides a playing area 12 for a plurality of players, for example seven players, and a separate area 14 for a banker who also preferably acts as a dealer. Each playing area 12 has a number of marked sections or zones 16, 18, and 20 for the player to place various wagers as will be described hereinafter. Layout 10 also displays various payout schedules 22, 24, and 26. Other wager areas and/or information can be displayed on layout 10, such as the "Three Card Poker" promotional markings illustrated in FIG. 1.

Each player takes a place at one of the areas 12. The game is played in a number of rounds as will be described. In each round, each player plays against the dealer and optionally wagers on the rank of his hand. The game can be played with a standard 52-card deck or a modified deck as described herein.

At the commencement of a game, each player who decides to play a particular round of the game must wager on the value of that player's hand against that of the dealer (Ante wager) and may place an optional wager (Pair Plus wager). Each player makes an Ante wager by placing an appropriate wager, such as a toke (or chip), in section 18 of his playing area 12. The gaming chips may be of any conventional kind and available in a number of denominations such as are well known within the art. If the player wishes to make the optional Pair Plus wager based on the value of his hand, he places an appropriate toke (or chip) in section 16 of his playing area 12. In an alternative variation of the game, the Pair Plus wager can only be placed if the Ante wager is also placed. This variation is illustrated in the Figure beneath the "Three-Card Poker" promotional marking, providing "TO BET Pair Plus ALSO BET Ante." In the present example, the rules of the game provide that payouts will be made according to displayed payout schedules 22 (Pair Plus payouts starting at a Pair or better) and 24 (Ante payouts).

In a three-card version of the game, hands are preferably ranked according to the following hierarchy, wherein A=Ace, K=King, Q=Queen, J=Jack, and numbers 10 to 2 designate the other cards:

Highest:	Straight Flush:	Three of one suit in sequence AKQ highest KQJ next highest QJ10 next highest, and so on, until 32A lowest
	Three of a Kind:	Three of one rank AAA highest KKK next highest, and so on, until 222 lowest
	Straight:	Three of mixed suits in sequence AKQ highest KQJ next highest, and so on, until 32A lowest
	Flush:	Three of one suit AKJ highest AK10 next highest, and so on, until 532 lowest
	Pair:	Two of same rank AAK highest AAQ next highest, and so on, until 223 lowest
Lowest:	High card:	A hand comprising none of the above AKJ highest AK10 next highest, and so on, until 532 lowest

Ace is high, but can be low in 3-2-A sequence

As would be apparent to one skilled in the art other rankings can be practiced with the invention.

Additionally, for hands other than three cards, rankings would be suitably changed as would predetermined ranks and payouts. One skilled in the art will appreciate that other rankings can be practiced with the invention and that various other names may be used for the hands in the illustrative hierarchy set forth herein. For example, Straight Flush may also be known as a Brag or Bouncer, Three of a Kind may also be known as Trips or Prile; and a Straight may also be known as a Run.

The payout schedule may be varied in accordance with rules of the game and/or by the casino. For example, as illustrated in FIG. 1 (schedule 22), the payout schedule of this preferred embodiment is as follows:

Straight Flush	35 to 1
Three of a Kind	33 to 1
Straight	6 to 1
Flush	4 to 1
Pair	1 to 1

Alternatively, in a gaming establishment or jurisdiction where high odds payouts are not favored, a wager can be made that the value of the hand will be a Pair or greater, and the payout may be, for example, 14 to 5. One skilled in the art would appreciate that payouts may be varied without departing from the scope of the invention.

The payout schedules are preferably displayed in a convenient manner and location. The details of payouts and any other payouts (e.g., extra bonus) may be marked on each player's playing area 12 as illustrated in FIG. 1. However, alternative arrangements can be used with the invention.

US 6,237,916 B1

5

According to a preferred embodiment of the present invention, the two wagering options are independent, so that a player may wager unequal amounts on the Ante and Pair Plus options. In an alternative variation of the game, the Ante and Pair bets have a prescribed relationship. For example, as illustrated under the "Three-Card Poker" promotional marking in the Figure, the maximum Pair Plus wager is double the Ante wager.

After the above wagers are placed, the dealer preferably shuffles the cards (manually or otherwise) and then deals a three-card hand to each player and to himself. The cards may initially be dealt to the players face-up or face-down depending upon casino policy. All the dealer's cards are dealt face-down in this preferred embodiment.

After the cards have been dealt, the player inspects his hand and determines whether he wishes either to forfeit his Ante wager and not to play the hand, or to continue. If he wishes to continue, according to this illustrated embodiment, he must place a Play wager, which must be of proportionate value to and is preferably the same as the Ante wager. The Play wager is made by placing an appropriate token (or chip) in section 20 of his playing area 12. After making the Play wager, the player places his cards in the area below section 20.

If a player has only made an Ante wager and decides not to make a Play wager, he forfeits his Ante wager, which is taken by the banker and the player's cards are discarded before the game proceeds. If the player has also placed a Pair Plus wager, that wager is not affected, but the player must make a Play wager if he has a winning Pair Plus wager.

At this point, the dealer then reveals his cards and arranges the cards to show the value of his hand. The dealer then in turn reveals each other player's hand (if not already visible) and resolves each player's wager(s).

All players with Ante and Play wagers are automatically winners if the dealer does not have a Queen high hand or better. This rank may be varied in accordance with rules of the game or of the casino. As is illustrated in FIG. 1 (schedule 24), players are preferably paid even money (one to one) on their Ante wager and their Play wager is returned (a Push).

If the dealer has a Queen high hand or better, each player's hand is compared with that of the dealer. If the player's hand is higher (i.e., the rank of the player's hand exceeds that of the dealer's hand), the player is paid even money on both Ante and Play wagers (schedule 24). If the player's hand is lower, the player forfeits his Ante and Play wagers. If the dealer and player have the same hand, the player may either withdraw his wager or leave or amend it for the next round.

Preferably an additional extra bonus payout (e.g., Ante Bonus) is made by the banker to any player who is in play against the dealer (i.e., who has made the Ante and Play wagers) and who has a hand of a high rank. The ranks to which such extra bonus payouts are made may be predetermined by rules of the game and/or the casino. For example, as illustrated in FIG. 1 (schedule 26), the extra bonus payout schedule of this preferred embodiment is as follows:

Straight Flush	6 to 1
Three of a Kind	5 to 1
Straight	1 to 1

Alternatively, the extra bonus payout may be 7 to 5 for a Straight or higher ranking hand. The extra bonus payout is preferably based on the Ante wager.

6

Players who have also wagered on the value of the hand (i.e., Pair Plus wagers) win if the hand is at least a Pair, and are paid by the banker according to the posted scale (e.g., schedule 22 of FIG. 1. These payouts are independent of the results of the game against the dealer.

This procedure completes a single round of the game. Play then continues in another round, with players commencing by making Ante and optional Pair Plus wagers.

Accordingly, one embodiment of the present invention includes the steps of: establishing a hierarchy of a plurality of possible hands; establishing a predetermined plurality of winning card combinations; placing a wager that a player's hand rank will exceed that of a dealer's hand; providing the player with at least one wagering option, wherein one of the wagering options is that the player's hand will have a rank of a predetermined plurality of winning combinations; displaying a plurality of indicia of playing cards to format at least one player's hand and a dealer's hand; and resolving wagers of the at least one player.

According to another embodiment of the present invention, there is provided a method of playing a card-type game involving one or more persons acting as a dealer and a banker, and at least one player, the method includes the steps of: the or each player placing a first wager the player's hand will exceed the dealer's hand; the or each player placing an optional second wager that the player's hand will be at least a first predetermined rank, where all possible hands are ranked according to predetermined rules; the dealer dealing to each player (including himself) a hand of cards; the or each player inspecting his or her hand and deciding either to forfeit the first wager to the banker or to place a third wager; the dealer revealing his hand (if already not shown) and determining whether the dealer's hand is at least a second predetermined rank; and if the dealer's hand is not at least the second predetermined rank, the banker paying each player an amount based on the first wager and returning the third wager to the player; or if the dealer's hand is at least the second predetermined rank, comparing the dealer's hand in turn with that of each other player and if the player's hand is higher, the banker paying the player an amount based on both the first and third wagers, and if the player's hand is lower, the player forfeiting both the first and third wagers to the banker; the banker paying in accordance with a predetermined scale any player who placed the second and third wagers and whose hand is at least the first predetermined rank; and the banker paying an extra bonus if the player's hand exceeds a third predetermined rank.

The present invention can also be practiced with a wild card. The wild card is a combined playing and promotional card that may be used separately or in conjunction with one of the other embodiments of the present invention. Examples of such wild cards are as illustrated and described in U.S. Pat. No. 5,685,774. The wild card provides a dual function. As discussed below, during the play of a game, in accordance with the invention, the card can be used as a wild card. Subsequent to the game, the card can be taken away by the player and retained as a memento and also serves as a promotional item.

In a three-card version of the game described above, a player may be provided with two standard cards and a wild card to form a three-card Poker hand. Alternatively, at least one player may be provided with three cards and be permitted to discard one card in order to form his best three-card hand using the wild card.

Similarly, in four- and five-card versions of the game a wild card can be issued to each player and to the dealer. The players and dealer then use the wild card repeatedly in