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12 *Attorneys for Plaintiff SHFL entertainment, Inc.*

13 **UNITED STATES DISTRICT COURT**  
14 **DISTRICT OF NEVADA**

15  
16 SHFL ENTERTAINMENT, INC., a Minnesota  
corporation,

17  
18 Plaintiff,

19 v.

20 DIGIDEAL CORPORATION, a Nevada  
corporation,

21 Defendant.  
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Case No.: 2:12-cv-01782-GMN-(VCF)

**FIRST AMENDED COMPLAINT OF SHFL  
ENTERTAINMENT, INC.**

1 Plaintiff SHFL entertainment, Inc., for its First Amended Complaint for patent infringement  
2 against DigiDeal Corporation, alleges as follows:

3 **THE PARTIES**

4 1. Plaintiff SHFL entertainment, Inc. (“SHFL”) is a corporation organized and existing  
5 under the laws of the State of Minnesota, having a principal place of business at 1106 Palms Airport  
6 Drive, Las Vegas, Nevada 89119. After September 3, 2013, SHFL’s principal place of business will  
7 be 6650 El Camino Road, Las Vegas, Nevada 89118.

8 2. Defendant DigiDeal Corporation (“DigiDeal” or “Defendant”) is a corporation  
9 organized under the laws of the State of Nevada, having a principal place of business at  
10 5123 E. Third Avenue, Spokane, WA 99212.

11 **JURISDICTION AND VENUE**

12 3. This is an action for patent infringement under the Patent Act of 1952, as amended,  
13 35 U.S.C. §§ 1 *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and  
14 1338(a).

15 4. This Court has in personam jurisdiction over DigiDeal because it does business  
16 within the United States and committed the acts of infringement and related acts set forth below  
17 giving rise to this action within the United States in Clark County, Nevada.

18 5. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400(b).

19 **THE ASSERTED PATENTS**

20 6. United States Patent No. 6,651,982 (“the ’982 Patent”), titled “Card Shuffling  
21 Apparatus With Integral Card Delivery,” was duly and legally issued on November 25, 2003. SHFL  
22 is the owner by assignment of the entire right, title and interest in the ’982 Patent, and holds the right  
23 to sue and recover for past, present, and future infringement. A copy of the ’982 Patent is attached  
24 as Exhibit A.

25 7. United States Patent No. 7,523,935 (“the ’935 Patent”), titled “Card Shuffling  
26 Apparatus With Integral Card Delivery,” was duly and legally issued on April 28, 2009. SHFL is  
27 the owner by assignment of the entire right, title and interest in the ’935 Patent, and holds the right to  
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1 sue and recover for past, present, and future infringement. A copy of the '935 Patent is attached as  
2 Exhibit B. The '982 Patent and '935 Patent are referred to collectively as the "Asserted Patents."

3 **FACTUAL BACKGROUND**

4 8. SHFL entertainment, Inc. is a global gaming supplier based in Clark County, Nevada  
5 that on its own and through subsidiaries located throughout the world manufactures, sells, and leases  
6 gaming products including automatic card shufflers, proprietary table games, electronic table games,  
7 video slot machines (not for sale in North America), deck verification devices, card delivery  
8 dispensers, and roulette chip sorters. SHFL also offers casino equipment repair and maintenance  
9 services. SHFL is a NASDAQ-listed public company.

10 9. SHFL was founded in 1983 for the purpose of making an automatic card shuffler.  
11 SHFL's card shufflers significantly reduce the opportunity for card manipulation by dealers,  
12 resulting in increased security. By allowing cards to be shuffled continuously or in frequent batches,  
13 SHFL's shufflers reduce or eliminate card counting and shuffle tracking. Because SHFL's shufflers  
14 shuffle one or more decks while a game is being played, down-time related to dealer shuffling is also  
15 significantly reduced, with the potential for a corresponding increase in playing time and win for the  
16 casino.

17 10. SHFL currently markets a complete range of card shufflers, including single deck,  
18 batch, and continuous shufflers. Single deck shufflers that deliver randomized hands of cards such  
19 as the *i-Deal* shuffler are generally used on SHFL proprietary table games such as *Three Card Poker*  
20 and *Ultimate Texas Hold'em* games. SHFL offers a single deck/double deck batch shuffler, the  
21 *Deck Mate*, for use on live stakes poker tables and single or double deck blackjack games. Newly  
22 introduced on October 2, 2012, SHFL offers the *Deck Mate 2* which is a single deck poker/blackjack  
23 shuffler incorporating optical card recognition and faster shuffler times. For multiple deck "shoe"  
24 games such as blackjack, blackjack variants, baccarat, and *Casino War*, SHFL offers the *one2six*  
25 family of continuous shufflers. For casinos that prefer to shuffle "shoe" games in a batch shuffler,  
26 SHFL offers the *MD2* and *MD3* shufflers with card recognition. Shuffled batches of cards may then  
27 be delivered to secure card reading *i-Shoe* and *i-Shoe* Auto shoes.  
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1           11.     SHFL and SHFL’s subsidiaries are the owners of patents worldwide, including the  
2 Asserted Patents (owned solely by SHFL), that embody the card shuffler technology found in SHFL  
3 products.

4           12.     DigiDeal manufactures and markets gaming equipment including at least  
5 manufacturing and marketing an automatic card shuffler known as the DigiShuffle. According to  
6 DigiDeal marketing materials the DigiShuffle is a single deck card shuffler that randomly shuffles a  
7 deck of cards. The DigiShuffle can be mounted flush with a gaming surface and includes a  
8 moveable cover that automatically swings open to allow access to card input and shuffled card  
9 delivery trays. (“DigiDeal marketing materials” [attached hereto as Exhibit C].) The DigiShuffle is  
10 intended to be a cheaper alternative to SHFL’s *Deck Mate* and *Deck Mate 2*, which are depicted in  
11 Exhibit D.

12           13.     On September 14, 2012, SHFL became aware that DigiDeal planned to present the  
13 infringing DigiShuffle at the upcoming 2012 Global Gaming Expo (“G2E”) in Clark County,  
14 Nevada.

15           14.     On September 24, 2012, SHFL provided notice to DigiDeal that the DigiShuffle  
16 appeared to have features similar to those found in and encompassed by, among others, the claims of  
17 the Asserted Patents (“Notice”). In the Notice, SHFL explained that the *Deck Mate* was patented.

18           15.     In the time frame of October 2-4, 2012, DigiDeal exhibited its products at G2E,  
19 where the DigiShuffle was displayed, used, and offered for sale to potential customers.

20           16.     Specifically, on October 2, 2012, Mr. Andras Marton observed the DigiShuffle being  
21 operated at G2E. Mr. Marton met with Mr. Luke Kuhn of DigiDeal at the DigiDeal exhibit during  
22 G2E, where Mr. Kuhn gave Mr. Marton his business card and offered the DigiShuffle for sale to Mr.  
23 Marton. Messrs. Joseph Walkowski and J. Jeffrey Gunn of Traskbritt Intellectual Property  
24 Attorneys in Salt Lake City, Utah also observed the DigiShuffle being operated at G2E to shuffle  
25 cards.

26           17.     DigiDeal had actual and/or constructive knowledge of the Asserted Patents prior to its  
27 manufacturing and offering for sale the DigiShuffle. DigiShuffle acted with reckless disregard for  
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1 the Asserted Patents despite an objectively high likelihood that its actions constituted infringement  
2 by manufacturing, marketing, and offering for sale the DigiShuffle.

3 18. Since G2E, DigiDeal has continued to manufacture and offer for sale the DigiShuffle  
4 in the United States. Upon information and belief, DigiDeal has also supplied from the United  
5 States all or a substantial part of the components of the DigiShuffle outside the United States.

6 **COUNT – INFRINGEMENT OF THE ASSERTED PATENTS**

7 19. Paragraphs 1 through 18 of the Complaint set forth above are incorporated herein by  
8 reference.

9 20. DigiDeal has infringed, and continues to infringe, the Asserted Patents by  
10 manufacturing, using, and offering to sell the DigiShuffle, which embodies the claims of the  
11 Asserted Patents, in violation of 35 U.S.C. § 271. DigiDeal’s infringement also includes supplying  
12 from the United States all or a substantial portion of the components of the DigiShuffle outside the  
13 United States, in violation of 35 U.S.C. § 271(f).

14 21. DigiDeal’s acts of infringement of the Asserted Patents specified herein have caused  
15 damage to SHFL. Under 35 U.S.C. § 284, SHFL is entitled to recover from DigiDeal damages  
16 sustained by SHFL as a result of DigiDeal’s infringement of the Asserted Patents.

17 22. Under 35 U.S.C. § 283 and Rule 65 of the Federal Rules of Civil Procedure, SHFL is  
18 entitled to a preliminary injunction and/or permanent injunctive relief against DigiDeal’s  
19 manufacture, importation, sale, offer to sell and use of the Accused Product to mitigate the  
20 irreparable harm that has been caused and continues to be caused by DigiDeal’s actions of patent  
21 infringement.

22 23. On information and belief, the acts of infringement by Defendant DigiDeal specified  
23 herein with respect to the Asserted Patents have been willful and deliberate and entitle SHFL to  
24 increased damages under 35 U.S.C. § 284 and attorneys’ fees and costs under 35 U.S.C. § 285.  
25 DigiDeal manufactured, displayed, used, offered for sale, and operated the DigiShuffle despite an  
26 objectively high likelihood that its actions would constitute infringement of the Asserted Patents.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, SHFL prays for judgment against Defendant that includes the following  
3 findings and relief:

4 (a) That Defendant has infringed one or more claims of the Asserted Patents under  
5 35 U.S.C. § 271;

6 (b) That Defendant and its affiliates, subsidiaries, directors, officers, employees,  
7 attorneys, agents and all persons acting in concert or on behalf of Defendant be preliminarily and  
8 permanently enjoined from further acts of infringement of the Asserted Patents;

9 (c) That Defendant be required to pay damages to SHFL adequate to compensate SHFL  
10 for Defendant's past and future infringement, including interest, costs and disbursements as the  
11 Court may deem appropriate under 35 U.S.C. § 284;

12 (d) That Defendant's infringement was willful and deliberate, entitling SHFL to  
13 increased damages under 35 USC § 284;

14 (e) That this case is an exceptional case and that SHFL is entitled to its attorneys' fees  
15 under 35 U.S.C. § 285;

16 (f) That SHFL is entitled to its costs under 28 U.S.C. § 1920; and

17 (g) That SHFL be awarded such other relief at law and in equity as the Court may deem  
18 just and proper.

19 **DEMAND FOR A JURY TRIAL**

20 In accordance with Rule 38 of the Federal Rules of Civil Procedure, SHFL demands a jury  
21 trial of all issues triable to a jury in this action.  
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1 DATED this 25th day of September, 2013.  
2

3 By: /s/ Kimball R. Anderson

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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing **FIRST AMENDED COMPLAINT OF SHFL ENTERTAINMENT, INC.’S** was served via the Court’s ECF system on September 25, 2013, upon the following:

Marie Martin Kerr, Esq.  
KERR IP GROUP LLC  
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Reno, Nevada 89502  
Email: mmk@kipg.com

*Attorney for DigiDeal Corporation*

/s/ Kimball R. Anderson

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