

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

SWEEPSTAKES PATENT COMPANY, LLC,
a Florida limited liability company,

CASE NO.

Plaintiff,

INGENIO, FILIALE DE LOTO-QUEBEC INC.,
a Quebec corporation,

6:14-CV-151-ORL-18KRS

Nominal Plaintiff,

v.

CHASE BURNS, INTERNATIONAL
INTERNET TECHNOLOGIES, LLC, AAMIR
WAHEED, TARIQ WAHEED, CHERI BLACK
WAHEED, CYNTHIA WEAVER,
COMPUTRAC, INC., DIGITRAC, INC., GAME
ADVICE, INC., INFO HUB, INC., INFOVICE,
INC., INTELITEK, INC., MEDIA ADVICE,
INC., REALTRACK, INC., REALVICE, INC.,
ALLIED VETERANS OF THE WORLD, INC. &
AFFILIATES, ALLIED VETERANS
MANAGEMENT GROUP, INC., JOHNNY
DUNCAN, JERRY BASS, JOHN M. HESSONG,
MICHAEL DAVIS,

Defendants.

COMPLAINT FOR PATENT INFRINGEMENT
(JURY TRIAL DEMANDED)

Plaintiff, SWEEPSTAKES PATENT COMPANY, LLC, a Florida limited liability company, by its attorneys, sue the Defendants, CHASE BURNS, INTERNATIONAL INTERNET TECHNOLOGIES, LLC, AAMIR WAHEED, TARIQ WAHEED, CHERI BLACK WAHEED, CYNTHIA WEAVER, COMPUTRAC, INC., DIGITRAC, INC., GAME ADVICE, INC., INFO HUB, INC., INFOVICE, INC., INTELITEK, INC., MEDIA ADVICE, INC.,

REALTRACK, INC., REALVICE, INC., ALLIED VETERANS OF THE WORLD, INC. & AFFILIATES, ALLIED VETERANS MANAGEMENT GROUP, INC., JOHNNY DUNCAN, JERRY BASS, JOHN M. HESSONG, and MICHAEL DAVIS (collectively “Defendants”), and in support of their claims state as follows:

1. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 271, *et seq.*, to enjoin and obtain damages resulting from Defendants’ unauthorized manufacture, use, sale, offer to sell and/or importation into the United States for subsequent use or sale of products, methods, processes, services and/or systems that are used or adapted for use in computer based promotional lottery games that infringe one or more claims of United States Patent No. 5,569,082 entitled “Personal Computer Lottery Game,” and United States Patent No. 5,709,603 also entitled “Personal Computer Lottery Game.” Plaintiff seeks injunctive relief to prevent Defendants from continuing to infringe Plaintiff’s patents and recovery of monetary damages resulting from Defendants’ past infringement of these patents.

JURISDICTION AND VENUE

2. Defendants are subject to jurisdiction in Florida and this district because they do business here.

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1338(a).

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) and 28 U.S.C. § 1400(b) because (a) Defendants reside in this judicial district and division and/or (b) and the acts complained of occurred within this judicial district and division and (c) Defendants have committed acts of infringement within this judicial district and division and have a regular and established place of business within this judicial district and division.

5. The activities of Defendants as alleged in this Complaint occurred in interstate commerce within the United States and within the state of Florida.

PLAINTIFF

6. Plaintiff, SWEEPSTAKES PATENT COMPANY, LLC (“SPC”) is a Florida limited liability company with its principal place of business in Davie, Florida.

NOMINAL PLAINTIFF

7. Nominal Plaintiff, INGENIO, FILIALE DE LOTO-QUEBEC INC. (“INGENIO”), is a Quebec corporation with its principal place of business at 500 Sherbrooke Street West, Montreal, Quebec, Canada H3A 3G6.

DEFENDANTS

8. Defendant CHASE BURNS (“BURNS”) is an individual who resides in Oklahoma and who does business in Florida personally in this judicial district and division, and through INTERNATIONAL INTERNET TECHNOLOGIES, INC.

9. Defendant INTERNATIONAL INTERNET TECHNOLOGIES, INC. (“IIT”) is an Oklahoma corporation registered to do business in the state of Florida, with its principal place of business in Anadarko, Oklahoma, that does business in this judicial district and division.

10. Defendant Aamir Waheed (“AAMIR”) is an individual who resides in Florida in this judicial district and division.

11. Defendant Tariq Waheed (“TARIQ”) is an individual who resides in Florida in this judicial district and division.

12. Defendant Cheri Black Waheed (“CHERI”) is an individual who resides in Florida in this judicial district and division.

13. Defendant Cynthia Weaver (“WEAVER”) is an individual who resides in Florida in this judicial district and division.

14. Defendant Computrac, Inc. (“COMPUTRAC”) is a Florida for profit corporation with its principal place of business in this judicial district and division.

15. Defendant Digitrac, Inc. (“DIGITRAC”) is a Florida for profit corporation with its principal place of business in this judicial district and division.

16. Defendant Game Advice, Inc. (“GAME ADVICE”) is a Florida for profit corporation with its principal place of business in this judicial district and division.

17. Defendant Infohub, Inc. (“INFOHUB”) is a Florida for profit corporation with its principal place of business in this judicial district and division.

18. Defendant Infovice, Inc. (“INFOVICE”) is a Florida for profit corporation with its principal place of business in this judicial district and division.

19. Defendant Intelitek, Inc. (“INTELITEK”) is a Florida for profit corporation with its principal place of business in this judicial district and division.

20. Defendant Media Advice, Inc. (“MEDIA ADVICE”) is a Florida for profit corporation with its principal place of business in this judicial district and division.

21. Defendant Realtrack, Inc. (“REALTRACK”) is a Florida for profit corporation with its principal place of business in this judicial district and division.

22. Defendant Realvice, Inc. (“REALVICE”) is a Florida for profit corporation with its principal place of business in this judicial district and division.

23. Defendant ALLIED VETERANS OF THE WORLD, INC. & AFFILIATES (“ALLIED”), is a Florida not-for-profit corporation, with its principal place of business in this judicial district and division.

24. Defendant Allied Veterans Management Group, Inc. (“ALLIED MGMT.”) is a Florida for profit corporation that is 100% owned by ALLIED with its principal place of business in this judicial district and division.

25. Defendant Jerry Bass (“BASS”) is an individual who resides in Florida in this judicial district and division.

26. Defendant John M. Hessong (“HESSONG”) is an individual who resides in Florida in this judicial district and division.

27. Defendant Michael Davis (“DAVIS”) is an individual who resides in Florida in this judicial district and division.

28. Defendant Johnny Duncan (“DUNCAN”) is an individual who resides in Florida in this judicial district and division.

FACTS

PATENTS-IN-SUIT

29. Prior to April 6, 1995, Perry Kaye invented a new method and system for playing an interactive lottery type game for use in operating lotteries, charitable sweepstakes and promotional sweepstakes.

30. Mr. Kaye applied for and obtained United States Patent No. 5,569,082 which was duly and legally issued on October 29, 1996 (the ‘082 Patent). A true and correct copy of the ‘082 Patent is attached as Exhibit A.

31. Mr. Kaye also applied for and obtained United States Patent No. 5,709,603 which was duly and legally issued on January 20, 1998 (the ‘603 Patent). A true and correct copy of the ‘603 Patent is attached as Exhibit B.

32. Nominal Plaintiff INGENIO, is the lawful assignee of all right, title and interest in and to the '082 Patent and the '603 Patent.

33. Pursuant to a License Agreement dated March 5, 1999, Nominal Plaintiff INGENIO exclusively licensed the '082 Patent and the '603 Patent, including the rights to sue for past infringements, in the fields of use for charitable sweepstakes and promotional sweepstakes, to Gizmo Enterprises, Inc., a Florida corporation ("Gizmo").

34. On August 16, 2012, SPC acquired the exclusive license to the '082 Patent and the '603 Patent under the License Agreement, including the rights to sue for past infringements, by assignment from Gizmo.

DEFENDANTS BURNS AND IIT

35. Defendant IIT makes, uses, offers to sell, licenses and sells computer hardware and software for managing and operating promotional sweepstakes and promotional lottery systems at internet centers and internet cafes.

36. BURNS is the owner, chief executive, and director of IIT.

37. BURNS directed, engaged in, committed, and benefitted from the infringement alleged herein.

38. IIT was the alter ego of BURNS.

39. The computer based sweepstakes game products and systems made, used, marketed, licensed and sold by IIT consist of lottery type games that enable players to enter promotional sweepstakes and promotional lotteries to win cash and prizes.

40. IIT's licensees operate internet centers and internet cafes in retail locations in shopping centers and stand-alone buildings.

41. IIT's licensees use IIT's software to sell blocks of internet access time, to track the use of that purchased internet time, and to promote the sale of that internet time through promotional sweepstakes and charitable sweepstakes.

42. IIT's licensees operate internet centers and internet cafes where customers can purchase blocks of Internet time and then use computer terminals inside the locations to access the Internet for a wide range of purposes, including electronic commerce, e-mail and social networking, job hunting, various forms of educational, political, religious, and entertainment activities.

43. IIT licenses software on a per-terminal basis, meaning the licensees must pay licensing fees for each computer terminal that will run the internet access software.

44. IIT's licensees spend considerable sums to purchase or lease their facilities and extensively up-fit their respective retail spaces to include furniture, computer terminals, televisions, and various other amenities typically found in internet centers and internet cafes.

WAHEED DEFENDANTS

45. Defendants AAMIR, TARIQ, CHERI and WEAVER (the "WAHEED Defendants") are officers, directors and owners of COMPUTRAC, DIGITRAC, GAME ADVICE, INFOHUB, INFOVICE, INTELITEK, MEDIA ADVICE, REALTRACK, and REALVICE (the "WAHEED Companies").

46. The WAHEED Companies are the alter egos of the WAHEED Defendants.

47. The WAHEED Defendants directed, engaged in, committed, and benefitted from the infringement in this judicial district and division alleged herein.

48. The WAHEED Defendants operate promotional sweepstakes and promotional lottery systems under license from IIT and internet cafes and internet centers in this judicial district and division.

49. The WAHEED Defendants are customers and licensees of IIT who operate internet sweepstakes centers and internet sweepstakes cafes in this district.

50. The WAHEED Defendants use the computer hardware and software systems made and sold by IIT to market the sale of internet access time to customers at internet centers and internet cafés in this federal district.

51. The computer hardware and software systems used to market the sale of internet access time to customers at internet centers or internet cafés in this federal district by the WAHEED Defendants is maintained by IIT.

ALLIED DEFENDANTS

52. ALLIED is a tax exempt veterans organization pursuant to 26 U.S.C. § 501(c)(19). It was established in Florida in 1979 to promote veterans causes. One of its primary missions is to assist veterans health care by advocacy, fundraising, and making donations to veterans health care facilities.

53. ALLIED is also registered as a charitable fundraising organization with the Florida Department of Agriculture, Division of Consumer Services, pursuant to Chapter 496, Florida Statutes, Registration Number CH22577.

54. ALLIED is operated by ALLIED MGMT.

55. BASS, HESSONG, DAVIS, and DUNCAN are officers, directors and owners of ALLIED and ALLIED MGMT.

56. BASS, HESSONG, DAVIS, and DUNCAN directed, engaged in, committed, and benefitted from the infringement in this judicial district and division alleged herein.

57. ALLIED and ALLIED MGMT. were the alter egos of BASS, HESSONG, DAVIS, and DUNCAN (collectively the “ALLIED Defendants”).

58. The ALLIED Defendants receive funds from the operation of the internet sweepstakes centers and internet sweepstakes cafes by the WAHEED Defendants.

59. The ALLIED Defendants sponsor, direct, coordinate and profit from the operation of the internet sweepstakes centers and internet sweepstakes cafes by the WAHEED Defendants.

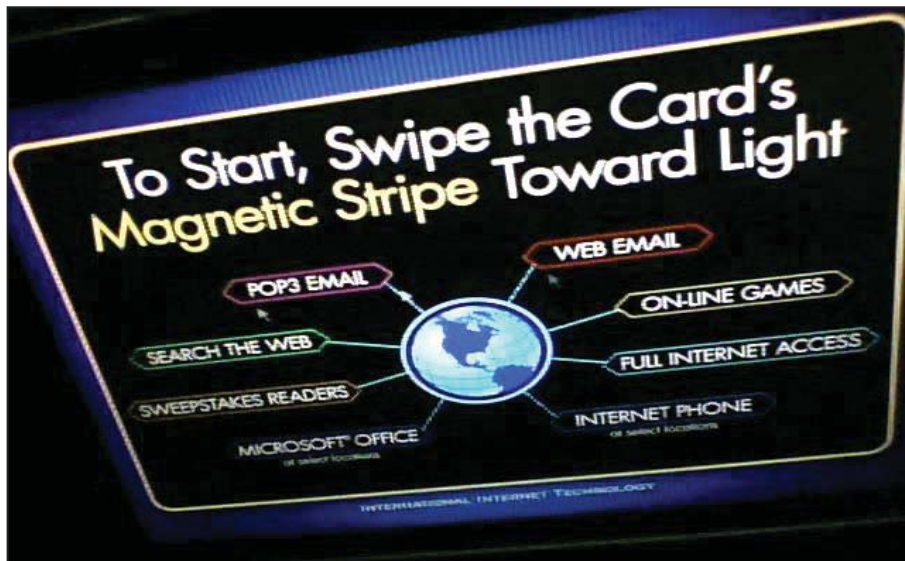
INTERNET SWEEPSTAKES CAFES

60. To raise funds for the ALLIED Defendants, and promote the sale of the internet access time by the WAHEED Defendants, the WAHEED Defendants used the computer software and hardware systems made, sold and maintained by IIT to offer promotional prize giveaways pursuant to § 849.0935 and § 849.094, Fla. Stat. at multiple internet centers and internet cafés in this federal district and division.

61. Customers purchasing internet time from the WAHEED Defendants received a proportional number of entries into a free promotional sweepstakes sponsored by the ALLIED Defendants.

62. The WAHEED Defendants sold internet access time at the market rate and provided the sweepstakes entries at no additional cost. Similar to McDonald’s Monopoly® game where each additional order of french fries provides additional game pieces, the more internet access minutes purchased the more sweepstakes entries were provided.

63. Customers of the WAHEED Defendants participated in the sweepstakes by first approaching a computer terminal and swiping their account card in the card reader located next to the screen. These computers were available to customers purchasing internet time or receiving sweepstakes entries (with or without purchase). In either case, customers swiped their account card at any terminal on premises to log on. Swiping the card electronically transmitted the customer's PIN to the computer terminal.¹

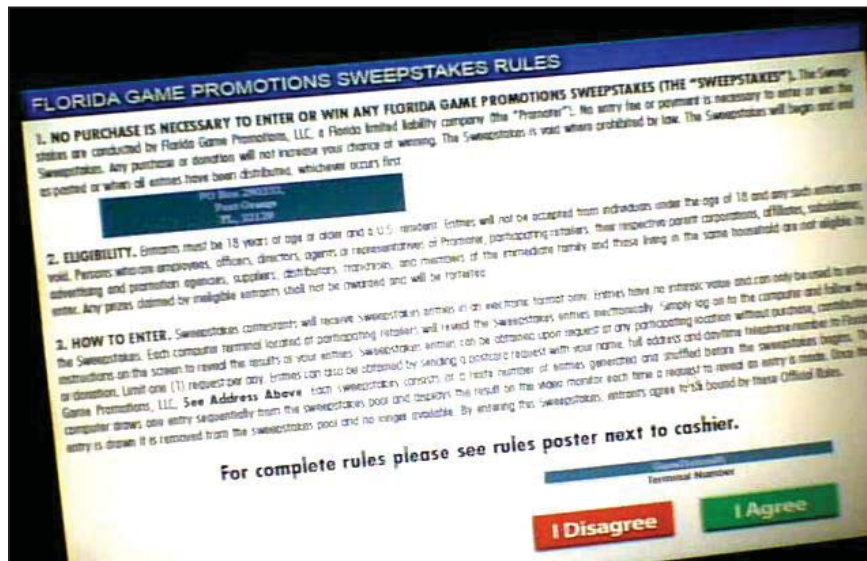


64. When the customer swiped a valid card, she was then presented with a screen where she could choose whether to use the internet access time purchased to surf the internet, or whether she would like to reveal whether she has won or lost in the sweepstakes.

¹ In some locations customers used a user name and password in place of an account card and PIN. In those locations, customers log on to terminals using their user name and password instead of using a plastic account card. In all other respects, the system functions in the manner described herein.



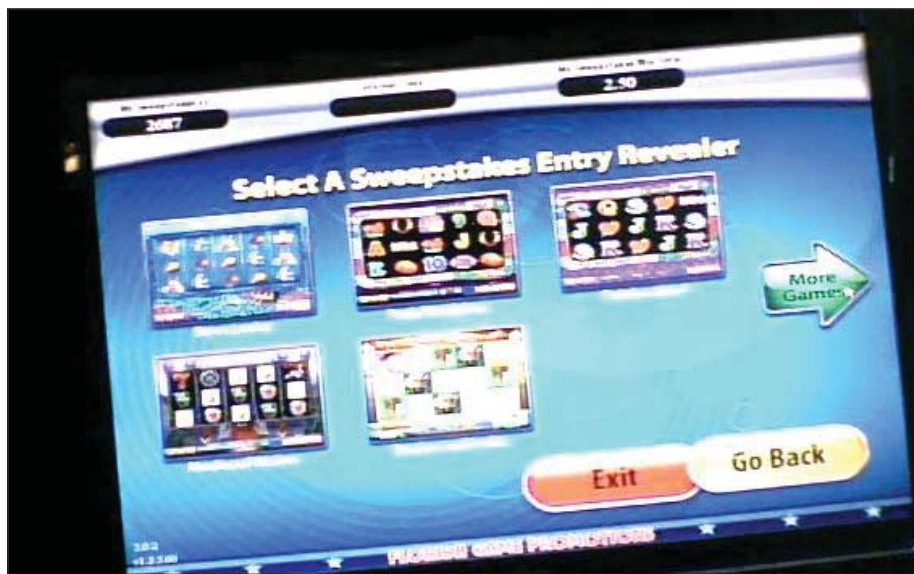
65. If the customer chose to reveal whether she has won or lost in the sweepstakes, she was then presented with a screen that required her to accept the rules of the sweepstakes to continue.



66. As required by Florida law, no purchase was necessary to receive the free sweepstakes entries. Any member of the general public over eighteen (18) years of age could receive sweepstakes entries upon request in person or by mailing a written request to the address identified in the rules. All entries distributed without purchase were drawn from the same finite

pool of entries and thus had the same chances of winning a prize as those entries distributed in connection with the purchase of internet access time.

67. If the customer agreed to the rules by clicking “I Agree” then she was presented with a series of screens to choose an amusement game called a “Sweepstakes Entry Revealer.”



68. Sweepstakes entries could be revealed or displayed using games including, along with alphanumeric text, graphic icons and animations, some of which included simulations of casino games.



69. The video display used interactive artwork, storylines, symbols, and text to create the emotions of excitement and suspense within the customer and to communicate the results of the entry. The customers could interact with the games but could not affect the results of the entries. The customer terminals displayed the results of the entries but did not determine or affect the results in any way.

70. Sweepstakes entries were drawn from a set, or finite, pool of entries containing a precise number of winners, non-winners, first prizes, second prizes, etc. In other words, the pool of entries was pre-defined. When revealing results, the computers electronically drew the requested number of entries from the finite pool of available entries. The computer terminal then revealed the results of the entries in the manner chosen by the customer. The manner of entry distribution from the finite pool remained the same regardless of how the customer revealed his or her results. Accordingly, how the entries were revealed played no role in the results achieved. Once an entry was drawn, it was removed from the pool and was no longer available to subsequent participants.

71. The operation of the computer terminal did not entitle the user to receive anything of value nor did the computer dispense anything of value. The individual computer terminals functioned only through a connection to a server. Customer's cards themselves had no value and only served as identification for the customer. The computer terminals did not function through the insertion of cash or anything of value. Additionally, the computers did not dispense cash or anything of value; all prizes were collected at the front desk. Use of the computer terminals to reveal sweepstakes entries were free. Customers did not expend their internet access time to reveal results.

INFRINGEMENT OF THE '082 AND '603 PATENTS

72. The '082 Patent and the '603 Patent are directed to systems and methods for playing a player-interactive sweepstakes game, including promotional sweepstakes and promotional lotteries, involving a gaming piece that includes a code that includes data indicating whether the player wins or loses an amusement game and a lottery-type sweepstakes game.

73. The computer based sweepstakes game systems offered by Defendants at internet centers or internet cafés in this federal district offered promotional lottery games to the public pursuant to which the participant in such game, through chance alone, may win a prize for her participation in such game.

74. The computer based sweepstakes game systems offered for sale by Defendants at internet centers or internet cafés in this federal district directly infringe, contributorily infringe, induce others to infringe, or are used to practice processes that infringe, one or more claims of the '082 Patent and '603 Patent, including but not limited to at least claim 10 of the '082 Patent and claim 7 of the '603 Patent.

75. The computer based sweepstakes game systems made, marketed, licensed, sold and maintained by Defendants at internet centers or internet cafés in this federal district directly infringe, contributorily infringe, induce others to infringe, or are used to practice processes that infringe, one or more claims of the '082 Patent and '603 Patent, including but not limited to at least claim 10 of the '082 Patent and claim 7 of the '603 Patent.

76. The computer based sweepstakes game systems Defendants use, operate, manage and offer for sale to the public at internet centers or internet cafés in this federal district directly infringe, contributorily infringe, induce others to infringe, or are used to practice processes that

infringe, one or more claims of the '082 Patent and '603 Patent, including but not limited to at least claim 10 of the '082 Patent and claim 7 of the '603 Patent.

77. The computer based sweepstakes game products and systems made, used, marketed, licensed, sold and maintained Defendants, and utilized by Defendants to market the sale of internet access time to Defendant's customers at internet centers or internet cafés in this federal district, contain all the components of the interactive lottery type game systems described in claim 10 of the '082 Patent. One illustrative example is contained in the claim chart attached hereto as Exhibit C.

78. The computer based sweepstakes game products and systems made, used, marketed, licensed, sold and maintained by Defendants to market the sale of internet access time at internet centers or internet cafés in this federal district, contain all the components of the interactive lottery type game systems described in claim 7 of the '603 Patent. One illustrative example is contained in the claim chart attached hereto as Exhibit D.

79. Defendants have known about the '082 Patent and '603 Patent since at least 2010 when they were notified by Gizmo.

80. Plaintiff has been irreparably harmed by Defendants' infringement of its valuable patent rights.

81. Defendants' unauthorized, infringing use of Plaintiff's patented systems and methods has threatened the value of its intellectual property because Defendants' conduct results in Plaintiffs loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and/or importing the patented inventions.

82. Defendants' disregard for Plaintiff's property rights similarly threatens Plaintiff's relationships with potential licensees of this intellectual property.

83. Defendants derive a competitive advantage from using Plaintiff's patented technology without paying compensation for such use.

84. Defendants' continued acts of infringement will cause, Plaintiff to suffer further irreparable harm for which there is no adequate remedy at law.

COUNT I
LITERAL PATENT INFRINGEMENT OF U.S. PATENT NO. 5,569,082

85. Plaintiff realleges paragraphs 1 through 84 as if fully set forth herein.

86. This is a count for literal patent infringement under the laws of the United States.

87. Defendants make, use, sell, offer to sell and/or import into the United States for subsequent sale or use products, services, methods or processes that directly infringe, or which employ systems, components and/or steps that make use of other systems or processes that directly infringe, at least claim 10 of the '082 Patent.

88. Defendants have been infringing one or more of the claims of the '082 Patent through the aforesaid acts.

89. Defendants' wrongful conduct has caused Plaintiff to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions.

90. Gizmo previously informed Defendants of the '082 Patent and the relevance of this patent to Defendants' ongoing business operations. Notwithstanding Defendants' knowledge of the '082 Patent, Defendants continued their infringement.

91. Defendants' infringement has been willful, deliberate and with knowledge of Plaintiffs rights under the '082 Patent, and unless Defendants are enjoined by this Court, such acts of willful infringement will continue. Therefore, Plaintiff is without adequate remedy at law.

92. Plaintiff is entitled to recover damages adequate to compensate for the infringement of the '082 Patent, as well as additional damages for willful infringement.

COUNT II
LITERAL PATENT INFRINGEMENT OF U.S. PATENT NO. 5,709,603

93. Plaintiff realleges paragraphs 1 through 84 as if fully set forth herein.

94. This is a count for literal patent infringement under the laws of the United States.

95. Defendants make, use, sell, offer to sell and/or import into the United States for subsequent sale or use products, services, methods or processes that directly infringe, or which employ systems, components and/or steps that make use of other systems or processes that directly infringe, at least claim 7 of the '603 Patent.

96. Defendants have been infringing one or more of the claims of the '603 Patent through the aforesaid acts, and will continue to do so unless enjoined by this Court.

97. Defendants' wrongful conduct has caused Plaintiff to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions.

98. Gizmo previously informed Defendants of the '603 Patent and the relevance of this patent to Defendants' ongoing business operations. Notwithstanding Defendants' knowledge of the '603 Patent, Defendants' continued their infringement.

99. Defendants' infringement has been willful, deliberate and with knowledge of Plaintiff's rights under the '603 Patent, and unless Defendants are enjoined by this Court, such acts of willful infringement will continue. Therefore, Plaintiff is without adequate remedy at law.

100. Plaintiff is entitled to recover damages adequate to compensate for the infringement of the '603 Patent, as well as additional damages for willful infringement.

COUNT III
PATENT INFRINGEMENT BY EQUIVALENTS OF U.S. PATENT NO. 5,569,082

101. Plaintiff realleges paragraphs 1 through 84 as if fully set forth herein.

102. This is a count for patent infringement under the doctrine of equivalents under the laws of the United States.

103. Defendants make, use, sell, offer to sell and/or import into the United States for subsequent sale or use products, services, methods or processes that infringe by equivalents, or which employ systems, components and/or steps that make use of other systems or processes that infringe by equivalents, at least claim 10 of the '082 Patent.

104. Defendants have been and continue infringing one or more of the claims of the '082 Patent through the aforesaid acts, and will continue to do so unless enjoined by this Court.

105. Defendants' wrongful conduct has caused Plaintiff to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions.

106. Gizmo previously informed Defendants of the '082 Patent and the relevance of this patent to Defendants' ongoing business operations. Notwithstanding Defendants' knowledge of the '082 Patent, Defendants have continued their infringement.

107. Defendants' infringement has been willful, deliberate and with knowledge of Plaintiff's rights under the '082 Patent, and unless Defendants are enjoined by this Court, such acts of willful infringement will continue. Therefore, Plaintiff is without adequate remedy at law.

108. Plaintiff is entitled to recover damages adequate to compensate for the infringement of the '082 Patent, as well as additional damages for willful infringement.

COUNT IV
PATENT INFRINGEMENT BY EQUIVALENTS OF U.S. PATENT NO. 5,709,603

109. Plaintiff realleges paragraphs 1 through 84 as if fully set forth herein.

110. This is a count for patent infringement under the doctrine of equivalents under the laws of the United States.

111. Defendants make, use, sell, offer to sell and/or import into the United States for subsequent sale or use products, services, methods or processes that infringe by equivalents, or which employ systems, components and/or steps that make use of other systems or processes that infringe by equivalents, at least claim 7 of the '603 Patent.

112. Defendants have been and continue infringing one or more of the claims of the '603 Patent through the aforesaid acts, and will continue to do so unless enjoined by this Court.

113. Defendants' wrongful conduct has caused Plaintiff to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions.

114. Gizmo previously informed Defendants of the '603 Patent and the relevance of this patent to Defendants' ongoing business operations. Notwithstanding Defendants' knowledge of the '603 Patent, Defendants have continued their infringement.

115. Defendants' infringement has been willful, deliberate and with knowledge of Plaintiff's rights under the '603 Patent, and unless Defendants are enjoined by this Court, such acts of willful infringement will continue. Therefore, Plaintiff is without adequate remedy at law.

116. Plaintiff is entitled to recover damages adequate to compensate for the infringement of the '603 Patent, as well as additional damages for willful infringement.

COUNT V
INDUCEMENT OF INFRINGEMENT OF U.S. PATENT NO. 5,569,082

117. Plaintiff realleges paragraphs 1 through 84 as if fully set forth herein.

118. This is a count for inducement of patent infringement under the laws of the United States.

119. Defendants make, use, sell, offer to sell and/or import into the United States for subsequent sale or use products, services, methods or processes that directly infringe or infringe by equivalents, or which employ systems, components and/or steps that make use of other systems or processes that directly infringe or which infringe by equivalents, at least claim 10 of the '082 Patent.

120. Defendants make, use, sell, offer to sell, and license their computer based sweepstakes game systems that directly infringe or which infringe by equivalents, one or more claims of the '082 Patent to provide promotional sweepstakes and promotional lotteries to patrons at internet sweepstakes cafes or centers.

121. Defendants, by making, using, selling, offering to sell, and licensing computer based sweepstakes game systems that directly infringe or which infringe by equivalents, one or more claims of the '082 Patent, induces operators and/or customers of interest sweepstakes cafes and centers to infringe one or more claims of the '082 Patent.

122. Defendants have been and continues inducing operators and/or customers of interest sweepstakes cafes and centers to infringe one or more of the claims of the '082 Patent through the aforesaid acts, and will continue to do so unless enjoined by this Court.

123. Defendants' wrongful conduct has caused Plaintiff to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions.

124. Gizmo previously informed Defendants of the '082 Patent and the relevance of this patent to Defendants' ongoing business operations. Notwithstanding Defendants' knowledge of the '082 Patent, Defendants have continued to induce infringement.

125. Defendants' infringement has been willful, deliberate and with knowledge of Plaintiff's rights under the '082 Patent, and unless Defendants are enjoined by this Court, such acts of willful inducement of infringement will continue. Therefore, Plaintiff is without adequate remedy at law.

126. Plaintiff is entitled to recover damages adequate to compensate for the inducement of infringement of the '082 Patent, as well as additional damages for willful infringement.

COUNT VI
INDUCEMENT OF INFRINGEMENT OF U.S. PATENT NO. 5,709,603

127. Plaintiff realleges paragraphs 1 through 84 as if fully set forth herein.

128. This is a count for inducement of patent infringement under the laws of the United States.

129. Defendants make, use, sell, offer to sell and/or import into the United States for subsequent sale or use products, services, methods or processes that directly infringe or infringe by equivalents, or which employ systems, components and/or steps that make use of other systems or processes that directly infringe or which infringe by equivalents, at least claim 7 of the '603 Patent.

130. Defendants make, use, sell, offer to sell, and license computer based sweepstakes game systems that directly infringe or which infringe by equivalents, one or more claims of the '603 Patent to provide promotional sweepstakes and promotional lotteries to operators and/or customers of internet sweepstakes cafes and centers.

131. Defendants, by making, using, selling, offering to sell, and licensing computer based sweepstakes game systems that directly infringe or which infringe by equivalents, one or more claims of the '603 Patent, induces operators and/or customers of internet sweepstakes cafes and centers to infringe one or more claims of the '603 Patent.

132. Defendants have been and continue inducing infringement of one or more of the claims of the '603 Patent through the aforesaid acts, and will continue to do so unless enjoined by this Court.

133. Defendants' wrongful conduct has caused Plaintiff to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions.

134. Gizmo previously informed Defendants of the '082 Patent and the relevance of this patent to Defendants' ongoing business operations. Notwithstanding IIT's knowledge of the '082 Patent, Defendants continued to induce infringement.

135. Defendants' infringement has been willful, deliberate and with knowledge of Plaintiff's rights under the '603 Patent, and unless Defendants are enjoined by this Court, such acts of willful inducement of infringement will continue. Therefore, Plaintiff is without adequate remedy at law.

136. Plaintiffs is entitled to recover damages adequate to compensate for the inducement of infringement of the '603 Patent, as well as additional damages for willful infringement.

COUNT VII
CONTRIBUTORY PATENT INFRINGEMENT OF U.S. PATENT NO. 5,569,082

137. Plaintiff realleges paragraphs 1 through 84 as if fully set forth herein.

138. This is a count for contributory patent infringement under the laws of the United States.

139. Defendants provide patrons with access to computer based sweepstakes game systems that infringe at least claim 10 of the '082 Patent.

140. Defendants, by providing patrons with access to computer based sweepstakes game systems that infringe one or more claims of the '082 Patent, contributorily infringe one or more claims of the '082 Patent.

141. Defendants have been and continue infringing one or more of the claims of the '082 Patent through the aforesaid acts, and will continue to do so unless enjoined by this Court.

142. Defendants' wrongful conduct has caused Plaintiff to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions.

143. Plaintiff is entitled to recover damages adequate to compensate for the infringement.

COUNT VIII
CONTRIBUTORY PATENT INFRINGEMENT OF U.S. PATENT NO. 5,709,603

144. Plaintiff realleges paragraphs 1 through 84 as if fully set forth herein.

145. This is a count for contributory patent infringement under the laws of the United States.

146. Defendants provide patrons with access to computer based sweepstakes game systems that infringe, at least claim 7 of the '603 Patent.

147. Defendants, by providing patrons with access to computer based sweepstakes game systems that infringe one or more claims of the '603 Patent, contributorily infringe one or more claims of the '082 Patent.

148. Defendants have been and continue infringing one or more of the claims of the '603 Patent through the aforesaid acts, and will continue to do so unless enjoined by this Court.

149. Defendants' wrongful conduct has caused Plaintiffs to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions.

150. Plaintiff is entitled to recover damages adequate to compensate for the infringement.

WHEREFORE, Plaintiff seeks:

- a) Such damages as Plaintiff may have suffered but in no event less than a reasonable royalty pursuant to 35 U.S.C. § 284;
- b) A finding of willful infringement and an enhancement of damages;
- c) A determination that this is an exceptional case;
- d) An injunction preliminarily and permanently enjoining infringement;
- e) An award to Plaintiff of its attorneys' fees under 35 U.S.C. § 285;
- f) An award to Plaintiff of its costs; and
- g) Such other and further relief as to the Court appears just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

DATED: January 28, 2014

Respectfully submitted,

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