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9 *WALKER DIGITAL TABLE SYSTEMS,*
10 *PJM GAMING, and SATO VICININTY*

11
12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF NEVADA**

14 **WALKER DIGITAL TABLE SYSTEMS,**
15 **LLC, a Delaware limited liability company;**
16 **PJM GAMING PTY. LTD., an Australian**
17 **corporation; and SATO VICINITY PTY.**
18 **LTD., an Australian corporation,**

19 **Plaintiffs,**

20 **vs.**

21 **GAMING PARTNERS INTERNATIONAL**
22 **CORP., a Nevada corporation,**

23 **Defendant.**

CIVIL ACTION NO.

COMPLAINT FOR PATENT
INFRINGEMENT

(JURY DEMAND)

24 1. Plaintiffs Walker Digital Table Systems, LLC; PJM Gaming Pty. Ltd.; and SATO
25 Vicinity Pty. Ltd. (collectively “Plaintiffs”) file this original Complaint for Patent Infringement
26 against Gaming Partners International Corp. (“GPI” or “Defendant”), and allege as follows:
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1 **JURISDICTION**

2 2. This is an action arising under the patent laws of the United States, 35 U.S.C.
3 § 101 *et seq.* This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

4 **VENUE**

5 3. This Court has personal jurisdiction over the Defendant GPI. GPI is organized
6 under the laws of the State of Nevada and has its global headquarters in Las Vegas, Nevada.
7 GPI, directly or through subsidiaries or intermediaries (including distributors, retailers, and
8 others), ships, distributes, offers for sale, sells, and advertises (including the provision of an
9 interactive web page) its products and/or services in the United States, the State of Nevada, and
10 the District of Nevada. GPI has committed acts of patent infringement within the State and
11 District of Nevada.

12 4. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b), (c), and (d)
13 and 1400(b). A substantial part of the events giving rise to Plaintiffs' claims occurred in the
14 District of Nevada, and GPI is subject to personal jurisdiction in the district.

15 **PARTIES**

16 5. Plaintiff Walker Digital Table Systems, LLC ("WDTS") is a Delaware entity
17 having a principal place of business at 1181 Grier Drive, Suite B, Las Vegas, Nevada 89119.

18 6. Plaintiff PJM Gaming Pty. Ltd. ("PJM Gaming") is an Australian corporation and
19 a wholly-owned subsidiary of WDTS.

20 7. Plaintiff SATO Vicinity Pty. Ltd. ("SATO") is an Australian corporation having a
21 principal place of business at 8 Guihen Street, Annandale, New South Wales 2038, Australia.

22 8. Defendant Gaming Partners International Corp. ("GPI") is a corporation
23 organized under the laws of the State of Nevada with its global headquarters at 1700 South
24 Industrial Road, Las Vegas, Nevada 89102.

1 **BACKGROUND**

2 9. Walker Digital Table Systems, founded in 2005, has become the leader in
3 networked table game solutions. For example, WDTS develops innovations for gaming markets
4 including its Perfect Pay Baccarat Table Network that dramatically increase game security and
5 dealer accuracy while minimizing losses from human error, collusion, and theft. Specifically,
6 WDTS's Perfect Pay Baccarat Table Network is the only baccarat table capable of tracking game
7 outcomes, bets, payouts, and player ratings in real time.
8

9 10. PJM, or "Phase Jitter Modulation," technology is at the heart of WDTS solutions
10 and the only proven RFID, or Radio-Frequency Identification, protocol capable of meeting the
11 high-volume, high-speed, and dynamic requirements of the casino environment. WDTS wholly
12 owned subsidiary PJM Gaming is the exclusive source for casino products and solutions,
13 including gaming chips, tag readers, and gaming tables, that leverage the proven PJM protocol.
14

15 11. Before it was acquired by WDTS, PJM Gaming was a subsidiary of Magellan
16 Technology Pty. Ltd. ("Magellan"), an Australian company.

17 12. Pursuant to a July 21, 2009 Global Master License Agreement, Magellan licensed
18 PJM RFID technologies to International Game Technology ("IGT"), a Nevada corporation, for
19 the gaming field of use. IGT's ability to further sublicense PJM RFID technology was limited.
20 Magellan's rights under that agreement were assigned to its subsidiary PJM Gaming on
21 November 18, 2011.
22

23 13. On information and belief, IGT licensed certain PJM RFID rights obtained from
24 Magellan to GPI pursuant to an August 20, 2010 RFID License and Transfer Agreement.

25 14. WDTS completed a purchase of PJM Gaming in October 2012.

26 15. On March 21, 2014, WDTS and PJM Gaming notified IGT that its license for
27 PJM RFID technology was being terminated for uncured breaches.
28

1 for the gaming field of use and is entitled to sue for past and future infringement in that field.
2 The '195 patent is assigned to Plaintiff SATO, and SATO holds the rights under the patent in all
3 other fields of use and is entitled to sue for past and future infringement in those fields. A true
4 and correct copy of the '195 patent is attached hereto as Exhibit C and incorporated by reference
5 herein. A true and correct copy of the '195 patent Assignment Abstract of Title from the USPTO
6 database is attached hereto as Exhibit G.

7
8 20. United States Letters Patent No. 8,451,950 (“the '950 patent”), entitled “Method
9 and Apparatus Adapted to Demodulate a Data Signal” was duly and legally issued to inventors
10 Stuart Colin Littlechild and Graham Alexander Munro Murdoch on May 28, 2013. Plaintiff PJM
11 Gaming is a licensee of the patent for the gaming field of use and is entitled to sue for past and
12 future infringement in that field. The '950 patent is assigned to Plaintiff SATO, and SATO holds
13 the rights under the patent in all other fields of use and is entitled to sue for past and future
14 infringement in those fields. A true and correct copy of the '950 patent is attached hereto as
15 Exhibit D and incorporated by reference herein. A true and correct copy of the '950 patent
16 Assignment Abstract of Title from the USPTO database is attached hereto as Exhibit H.

17
18 21. The '573, '073, '195, and '950 patents (collectively, the “Asserted Patents”) cover
19 inventions relating to PJM RFID technology.

20
21 **CLAIM FOR PATENT INFRINGEMENT**

22 22. Plaintiff repeats and realleges the allegations in paragraphs 1-21 as though fully
23 set forth herein.

24 23. GPI directly infringes one or more claims of each of the Asserted Patents under
25 35 U.S.C. § 271. GPI is at least using, offering for sale or selling Accused Products and Services
26 which infringe one or more claims of each of the Asserted Patents, as set forth in the table below.
27 Further discovery may reveal additional infringing products and/or services.
28

Asserted Patent	Accused Products and Services
US Patent No. 6,967,573	RFID chips manufactured with or otherwise containing high frequency (13.56 MHz) RFID tags or inserts
US Patent No. 7,978,073	RFID chips manufactured with or otherwise containing high frequency (13.56 MHz) RFID tags or inserts
US Patent No. 8,417,195	RFID chips manufactured with or otherwise chips containing high frequency (13.56 MHz) RFID tags or inserts
US Patent No. 8,451,950	RFID readers and/or antennas purchased and/or resold by GPI capable of detecting high frequency (13.56 MHz) RFID tags or inserts; for example, (i) certain RFID readers and/or antennas used in GPI's Chip Inventory System (CIS), CIS 2.0, RFID Poker Solution, Total Money Management Solution, and (ii) certain Cage Readers, Chip Bank Readers, Chip Trays, and Table Top Authenticators sold by GPI

24. GPI indirectly infringes one or more claims of the Asserted Patents by contributory infringement under 35 U.S.C. § 271(c). GPI contributes to the direct infringement of one or more claims of the Asserted Patents by customers and/or users of the Accused Products and Services. Upon information and belief, GPI knew of the Asserted Patents. GPI has offered for sale or sold in the United States the Accused Products and Services, which GPI has known to be especially made or adapted for use in infringing the Asserted Patents and which have no substantial non-infringing uses. GPI knows that the Accused Products and Services are designed such that they would infringe one or more claims of the Accused Patents if made, used, sold, or offered for sale in or imported into the United States. The accused technology has no substantial use that does not infringe one or more claims of the Asserted Patents.

25. GPI's acts of direct and contributory infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover compensatory damages sustained as a result of GPI's wrongful acts. Unless enjoined by this Court, GPI will continue to infringe the Asserted Patents, continue to damage Plaintiffs, and cause irreparable harm.

26. Upon information and belief, GPI has known about each of the Asserted Patents. Moreover, GPI lacks justifiable belief that there is no infringement, or that the infringed claims are invalid, and has acted with objective recklessness in its infringing activity. GPI's

1 infringement is therefore willful, and Plaintiffs are entitled to an award of exemplary damages,
2 attorneys' fees, and costs in bringing this action.

3 **DEMAND FOR JURY TRIAL**

4 27. Plaintiffs hereby demand a jury for all issues so triable.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and
7 grant the following relief:
8

9 A. Adjudge that GPI infringes the Asserted Patents;

10 B. Adjudge that GPI's infringement of the Asserted Patents was willful, and that
11 GPI's continued infringement of the Asserted patents is willful;

12 C. Award Plaintiffs damages in an amount adequate to compensate them for GPI's
13 infringement of the Asserted Patents, but in no event less than a reasonable royalty under
14 35 U.S.C. § 284;

15 D. Award enhanced damages by reason of GPI's willful infringement of the Asserted
16 Patents, pursuant to 35 U.S.C. § 284;

17 E. Award Plaintiffs pre-judgment and post-judgment interest to the full extent
18 allowed under the law, as well as its costs;

19 F. Enter an order finding that this is an exceptional case and awarding Plaintiffs their
20 reasonable attorneys' fees pursuant to 35 U.S.C. § 285;

21 G. Enter an injunction enjoining GPI, and all others in active concert with GPI, from
22 further infringement of the Asserted Patents;

23 H. Award an accounting for damages;

24 I. Award a future compulsory royalty in the event full injunctive relief is not
25 awarded as requested; and
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J. Award such other relief as the Court may deem appropriate and just under the circumstances.

Dated: March 22, 2014

Respectfully submitted,

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