

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

_____	:	
STRAIGHT PATH IP GROUP, INC.,	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civil Action No. 6:14-cv-405
	:	Jury Trial Demanded
NETFLIX, INC.	:	
	:	
Defendant.	:	
_____	:	

**COMPLAINT**

1. Plaintiff Straight Path IP Group, Inc. (“Straight Path” or “Plaintiff”), for its Complaint against Defendant Netflix, Inc. (“Netflix” or “Defendant”), hereby alleges as follows:

**PARTIES**

2. Straight Path is a Delaware corporation with its principal place of business at 5300 Hickory Park Dr. Suite 218, Glen Allen, VA 23059.

3. Netflix, Inc. is a corporation organized and existing under the laws of the State of Delaware, with its headquarters and principal place of business located at 100 Winchester, Los Gatos, California 95032. On information and belief, Netflix, Inc. engages in business in this State and has designated as an agent for service of process in this State National Registered Agents, Inc., 16055 Space Center Blvd., Ste. 235, Houston, TX 77002. On information and belief, Netflix resides within this jurisdiction within the meaning of 28 U.S.C. § 1400(b). This proceeding arises, in part, out of business done in this State. Netflix is a provider of on-demand Internet streaming media to end users throughout the United States, including the Eastern District of Texas. Netflix bills itself as “the world’s leading Internet television network with over 48

million members in more than 40 countries enjoying more than one billion hours of TV shows and movies per month, including original series.”

### **NATURE OF THE ACTION**

6. This is a civil action for the infringement of United States Patent No. 6,009,469 (the “469 Patent”) (attached as Exhibit A) entitled “Graphic User Interface for Internet Telephony Application,” United States Patent No. 6,108,704 (the “704 Patent”) (attached as Exhibit B) entitled “Point-to-Point Protocol,” United States Patent No. 6,131,121 (the “121 Patent) (attached as Exhibit C) entitled “Point-to-Point Computer Network Communication Utility Utilizing Dynamically Assigned Network Protocol Addresses,” United States Patent No. 6,701,365 (the “365 Patent) (attached as Exhibit D) entitled “Point-to-Point Internet Protocol,” and United States Patent No. 6,513,066 (the “066 Patent) (attached as Exhibit E) entitled “Establishing a Point-to-Point Internet Communication” (collectively, the “Patents-in-Suit”) under the patent laws of the United States, 35 U.S.C. § 1, et seq.

7. This action involves Defendant’s making, use, sale, offer for sale, and/or importation into the United States of infringing products, methods, processes, services and systems that are primarily used or primarily adapted for use in point-to-point network communications devices and products containing same, that infringe one or more of the claims of the Patents-in-Suit. Said infringing products, methods, processes, services include, for example but without limitation, software for point-to-point network communications between an end user and the Netflix streaming media service, the Netflix streaming media service itself, and servers Defendant employs in facilitating point-to-point network communications between end users and said streaming media service.

**JURISDICTION AND VENUE**

8. This Court has original jurisdiction over the subject matter of this Complaint under 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the patent laws of the United States, including 35 U.S.C. §§ 1, et seq.

9. On information and belief, Defendant is subject to this Court's specific and general personal jurisdiction, pursuant to due process and/or the Texas Long Arm Statute, due at least to its substantial business in this District, including at least a portion of the infringements alleged herein. Without limitation, on information and belief, within this state Defendant has engaged in at least the making, using, selling, offering to sell, and/or importing of the accused methods and apparatuses identified herein, or has at least induced or contributed to same. In addition, on information and belief, Defendant has derived substantial revenues from the foregoing, including from transactions in this District. Further, on information and belief, Defendant is subject to this Court's general jurisdiction, including from regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantive revenue from goods and services provided to persons or entities in Texas.

10. Venue in this district is proper under 28 U.S.C. § 1400(b) and 1391(b), (c), and (d) because Netflix is subject to personal jurisdiction in this district and have committed acts of infringement in this district.

**FACTUAL BACKGROUND**

11. Plaintiff Straight Path is the lawful assignee of all right, title and interest in and to the Patents-in-Suit.

12. All maintenance fees for the Patents-in-Suit have been timely paid, and there are no fees currently due.

**COUNT I**  
**(Defendant's Infringement of the '469 Patent)**

13. Paragraphs 1 through 12 are incorporated by reference as if fully restated herein.

14. Defendant makes, uses, sells, offers to sell and/or imports into the United States for subsequent sale or use products, services, methods or processes that directly and/or indirectly infringe, literally and/or under the doctrine of equivalents, or that employ systems, components and/or processes that make use of systems or processes that directly and/or indirectly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '469 Patent.

15. Such infringing products, services, methods or processes include software for point-to-point network communications between an end user and the Netflix streaming media service, including without limitation Netflix client-side applications and the website <http://www.netflix.com>.

16. Such infringing products, services, methods or processes also include the Netflix streaming media service and servers employed in facilitating point-to-point network communications between end users and said streaming media service.

17. Defendant actively, knowingly, and intentionally induced, and continues to actively, knowingly, and intentionally induce, infringement of the '469 Patent by making, using, marketing, selling, offering for sale, and/or importing infringing software, as well as by contracting with others to make, use, market, sell, offer to sell, and/or import infringing software, all with knowledge of the '469 Patent and its claims; with knowledge that those with which it contracts will directly infringe the '469 patent by making, using, marketing, selling, offering to sell, and importing infringing software; with knowledge that end users of the Netflix streaming media service, including same in the Eastern District of Texas, will directly infringe the '469 patent by using said streaming media service; and with the knowledge and the specific intent to

encourage and facilitate those infringing sales and uses of infringing software through the creation and dissemination of promotional and marketing materials, instructional materials, product manuals, and technical materials.

18. Defendant actively, knowingly, and intentionally induced, and continues to actively, knowingly, and intentionally induce, infringement of the '469 Patent by making, using, marketing, selling, offering for sale, and/or importing the Netflix streaming media service and servers employed in facilitating point-to-point network communications between end users and said streaming media service, all with knowledge of the '469 Patent and its claims; with knowledge that end users of the Netflix streaming media service, including same in the Eastern District of Texas, will directly infringe the '469 patent by using said streaming service; and with the knowledge and the specific intent to encourage and facilitate those infringing sales and uses of the Netflix streaming media service through the creation and dissemination of promotional and marketing materials, instructional materials, product manuals, and technical materials.

19. Defendant has also contributed and continues to contribute to the infringement of the '469 Patent by others, including end users, by making, using, marketing, selling, offering to sell, and/or importing the infringing Netflix streaming media service software into the United States, knowing that said software constitutes a material part of the inventions of the '469 Patent, knowing said software to be especially made or adapted to infringe the '469 Patent, knowing said software not to be a staple article or commodity of commerce suitable for substantial non-infringing use, and knowing that end users of said software, including end users in the Eastern District of Texas, would directly infringe the '469 patent.

20. Defendant has also contributed and continues to contribute to the infringement by others by contracting with others to make, use, market, sell, offer to sell, and/or import the

infringing software into the United States, knowing that said software constitutes a material part of the inventions of the '469 Patent, knowing said software to be especially made or adapted to infringe the '469 Patent, knowing said software not to be a staple article or commodity of commerce suitable for substantial non-infringing use, and knowing that end users of said software, including end users in the Eastern District of Texas, would directly infringe the '469 patent.

21. Defendant has had knowledge of and notice of the '469 Patent and its infringement since at least October 25, 2013, and, despite this knowledge, continues to commit tortious conduct by way of patent infringement.

22. Defendant has been and continues to be infringing one or more of the claims of the '469 Patent through the aforesaid acts.

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

**COUNT II**  
**(Defendant's Infringement of the '704 Patent)**

24. Paragraphs 1 through 23 are incorporated by reference as if fully restated herein.

25. Defendant makes, uses, sells, offers to sell and/or imports into the United States for subsequent sale or use products, services, methods or processes that directly and/or indirectly infringe, literally and/or under the doctrine of equivalents, or that employ systems, components and/or processes that make use of systems or processes that directly and/or indirectly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '704 Patent.

26. Such infringing products, services, methods or processes include software for point-to-point network communications between an end user and the Netflix streaming media

service , including without limitation Netflix client-side applications and the website <http://www.netflix.com>.

27. Such infringing products, services, methods or processes also include the Netflix streaming media service and servers employed in facilitating point-to-point network communications between end users and said streaming media service.

28. Defendant actively, knowingly, and intentionally induced, and continues to actively, knowingly, and intentionally induce, infringement of the '704 Patent by making, using, marketing, selling, offering for sale, and/or importing infringing software, as well as by contracting with others to make, use, market, sell, offer to sell, and/or import infringing software, all with knowledge of the '704 Patent and its claims; with knowledge that those with which it contracts will directly infringe the '704 patent by making, using, marketing, selling, offering to sell, and importing infringing software; with knowledge that end users of the Netflix streaming media service, including same in the Eastern District of Texas, will directly infringe the '704 patent by using said streaming media service; and with the knowledge and the specific intent to encourage and facilitate those infringing sales and uses of infringing software through the creation and dissemination of promotional and marketing materials, instructional materials, product manuals, and technical materials.

29. Defendant actively, knowingly, and intentionally induced, and continues to actively, knowingly, and intentionally induce, infringement of the '704 Patent by making, using, marketing, selling, offering for sale, and/or importing the Netflix streaming media service and servers employed in facilitating point-to-point network communications between end users and said streaming media service, all with knowledge of the '704 Patent and its claims; with knowledge that end users of the Netflix streaming media service, including same in the Eastern

District of Texas, will directly infringe the '704 patent by using said streaming service; and with the knowledge and the specific intent to encourage and facilitate those infringing sales and uses of the Netflix streaming media service through the creation and dissemination of promotional and marketing materials, instructional materials, product manuals, and technical materials.

30. Defendant has also contributed and continues to contribute to the infringement of the '704 Patent by others, including end users, by making, using, marketing, selling, offering to sell, and/or importing the infringing Netflix streaming media service software into the United States, knowing that said software constitutes a material part of the inventions of the '704 Patent, knowing said software to be especially made or adapted to infringe the '704 Patent, knowing said software not to be a staple article or commodity of commerce suitable for substantial non-infringing use, and knowing that end users of said software, including end users in the Eastern District of Texas, would directly infringe the '704 patent.

31. Defendant has also contributed and continues to contribute to the infringement by others by contracting with others to make, use, market, sell, offer to sell, and/or import the infringing software into the United States, knowing that said software constitutes a material part of the inventions of the '704 Patent, knowing said software to be especially made or adapted to infringe the '704 Patent, knowing said software not to be a staple article or commodity of commerce suitable for substantial non-infringing use, and knowing that end users of said software, including end users in the Eastern District of Texas, would directly infringe the '704 patent.

32. Defendant has had knowledge of and notice of the '704 Patent and its infringement since at least October 25, 2013, and, despite this knowledge, continues to commit tortious conduct by way of patent infringement.



33. Defendant has been and continues to be infringing one or more of the claims of the '704 Patent through the aforesaid acts.

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

**COUNT III**  
**(Defendant's Infringement of the '121 Patent)**

35. Paragraphs 1 through 34 are incorporated by reference as if fully restated herein.

36. Defendant makes, uses, sells, offers to sell and/or imports into the United States for subsequent sale or use products, services, methods or processes that directly and/or indirectly infringe, literally and/or under the doctrine of equivalents, or that employ systems, components and/or processes that make use of systems or processes that directly and/or indirectly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '121 Patent.

37. Such infringing products, services, methods or processes include software for point-to-point network communications between an end user and the Netflix streaming media service , including without limitation Netflix client-side applications and the website <http://www.netflix.com>.

38. Such infringing products, services, methods or processes also include the Netflix streaming media service and servers employed in facilitating point-to-point network communications between end users and said streaming media service.

39. Defendant actively, knowingly, and intentionally induced, and continues to actively, knowingly, and intentionally induce, infringement of the '121 Patent by making, using, marketing, selling, offering for sale, and/or importing infringing software, as well as by contracting with others to make, use, market, sell, offer to sell, and/or import infringing software, all with knowledge of the '121 Patent and its claims; with knowledge that those with which it

contracts will directly infringe the '121 patent by making, using, marketing, selling, offering to sell, and importing infringing software; with knowledge that end users of the Netflix streaming media service, including same in the Eastern District of Texas, will directly infringe the '121 patent by using said streaming media service; and with the knowledge and the specific intent to encourage and facilitate those infringing sales and uses of infringing software through the creation and dissemination of promotional and marketing materials, instructional materials, product manuals, and technical materials.

40. Defendant actively, knowingly, and intentionally induced, and continues to actively, knowingly, and intentionally induce, infringement of the '121 Patent by making, using, marketing, selling, offering for sale, and/or importing the Netflix streaming media service and servers employed in facilitating point-to-point network communications between end users and said streaming media service, all with knowledge of the '121 Patent and its claims; with knowledge that end users of the Netflix streaming media service, including same in the Eastern District of Texas, will directly infringe the '121 patent by using said streaming service; and with the knowledge and the specific intent to encourage and facilitate those infringing sales and uses of the Netflix streaming media service through the creation and dissemination of promotional and marketing materials, instructional materials, product manuals, and technical materials.

41. Defendant has also contributed and continues to contribute to the infringement of the '121 Patent by others, including end users, by making, using, marketing, selling, offering to sell, and/or importing the infringing Netflix streaming media service software into the United States, knowing that said software constitutes a material part of the inventions of the '121 Patent, knowing said software to be especially made or adapted to infringe the '121 Patent, knowing said software not to be a staple article or commodity of commerce suitable for substantial non-

infringing use, and knowing that end users of said software, including end users in the Eastern District of Texas, would directly infringe the '121 patent.

42. Defendant has also contributed and continues to contribute to the infringement by others by contracting with others to make, use, market, sell, offer to sell, and/or import the infringing software into the United States, knowing that said software constitutes a material part of the inventions of the '121 Patent, knowing said software to be especially made or adapted to infringe the '121 Patent, knowing said software not to be a staple article or commodity of commerce suitable for substantial non-infringing use, and knowing that end users of said software, including end users in the Eastern District of Texas, would directly infringe the '121 patent.

43. Defendant has had knowledge of and notice of the '121 Patent and its infringement since at least October 25, 2013, and, despite this knowledge, continues to commit tortious conduct by way of patent infringement.

44. Defendant has been and continues to be infringing one or more of the claims of the '121 Patent through the aforesaid acts.

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

**COUNT IV**  
**(Defendant's Infringement of the '365 Patent)**

46. Paragraphs 1 through 45 are incorporated by reference as if fully restated herein.

47. Defendant makes, uses, sells, offers to sell and/or imports into the United States for subsequent sale or use products, services, methods or processes that directly and/or indirectly infringe, literally and/or under the doctrine of equivalents, or that employ systems, components

and/or processes that make use of systems or processes that directly and/or indirectly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '365 Patent.

48. Such infringing products, services, methods or processes include software for point-to-point network communications between an end user and the Netflix streaming media service, including without limitation Netflix client-side applications and the website <http://www.netflix.com>.

49. Such infringing products, services, methods or processes also include the Netflix streaming media service and servers employed in facilitating point-to-point network communications between end users and said streaming media service.

50. Defendant actively, knowingly, and intentionally induced, and continues to actively, knowingly, and intentionally induce, infringement of the '365 Patent by making, using, marketing, selling, offering for sale, and/or importing infringing software, as well as by contracting with others to make, use, market, sell, offer to sell, and/or import infringing software, all with knowledge of the '365 Patent and its claims; with knowledge that those with which it contracts will directly infringe the '365 patent by making, using, marketing, selling, offering to sell, and importing infringing software; with knowledge that end users of the Netflix streaming media service, including same in the Eastern District of Texas, will directly infringe the '365 patent by using said streaming media service; and with the knowledge and the specific intent to encourage and facilitate those infringing sales and uses of infringing software through the creation and dissemination of promotional and marketing materials, instructional materials, product manuals, and technical materials.

51. Defendant actively, knowingly, and intentionally induced, and continues to actively, knowingly, and intentionally induce, infringement of the '365 Patent by making, using,

marketing, selling, offering for sale, and/or importing the Netflix streaming media service and servers employed in facilitating point-to-point network communications between end users and said streaming media service, all with knowledge of the '365 Patent and its claims; with knowledge that end users of the Netflix streaming media service, including same in the Eastern District of Texas, will directly infringe the '365 patent by using said streaming service; and with the knowledge and the specific intent to encourage and facilitate those infringing sales and uses of the Netflix streaming media service through the creation and dissemination of promotional and marketing materials, instructional materials, product manuals, and technical materials.

52. Defendant has also contributed and continues to contribute to the infringement of the '365 Patent by others, including end users, by making, using, marketing, selling, offering to sell, and/or importing the infringing Netflix streaming media service software into the United States, knowing that said software constitutes a material part of the inventions of the '365 Patent, knowing said software to be especially made or adapted to infringe the '365 Patent, knowing said software not to be a staple article or commodity of commerce suitable for substantial non-infringing use, and knowing that end users of said software, including end users in the Eastern District of Texas, would directly infringe the '365 patent.

53. Defendant has also contributed and continues to contribute to the infringement by others by contracting with others to make, use, market, sell, offer to sell, and/or import the infringing software into the United States, knowing that said software constitutes a material part of the inventions of the '365 Patent, knowing said software to be especially made or adapted to infringe the '365 Patent, knowing said software not to be a staple article or commodity of commerce suitable for substantial non-infringing use, and knowing that end users of said

software, including end users in the Eastern District of Texas, would directly infringe the '365 patent.

54. Defendant has had knowledge of and notice of the '365 Patent and its infringement since at least the filing of this complaint, and, despite this knowledge, continues to commit tortious conduct by way of patent infringement.

55. Defendant has been and continues to be infringing one or more of the claims of the '365 Patent through the aforesaid acts.

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

**COUNT V**  
**(Defendant's Infringement of the '066 Patent)**

57. Paragraphs 1 through 56 are incorporated by reference as if fully restated herein.

58. Defendant makes, uses, sells, offers to sell and/or imports into the United States for subsequent sale or use products, services, methods or processes that directly and/or indirectly infringe, literally and/or under the doctrine of equivalents, or that employ systems, components and/or processes that make use of systems or processes that directly and/or indirectly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '066 Patent.

59. Such infringing products, services, methods or processes include software for point-to-point network communications between an end user and the Netflix streaming media service, including without limitation Netflix client-side applications and the website <http://www.netflix.com>.

60. Such infringing products, services, methods or processes also include the Netflix streaming media service and servers employed in facilitating point-to-point network communications between end users and said streaming media service.

61. Defendant actively, knowingly, and intentionally induced, and continues to actively, knowingly, and intentionally induce, infringement of the '066 Patent by making, using, marketing, selling, offering for sale, and/or importing infringing software, as well as by contracting with others to make, use, market, sell, offer to sell, and/or import infringing software, all with knowledge of the '066 Patent and its claims; with knowledge that those with which it contracts will directly infringe the '066 patent by making, using, marketing, selling, offering to sell, and importing infringing software; with knowledge that end users of the Netflix streaming media service, including same in the Eastern District of Texas, will directly infringe the '066 patent by using said streaming media service; and with the knowledge and the specific intent to encourage and facilitate those infringing sales and uses of infringing software through the creation and dissemination of promotional and marketing materials, instructional materials, product manuals, and technical materials.

62. Defendant actively, knowingly, and intentionally induced, and continues to actively, knowingly, and intentionally induce, infringement of the '066 Patent by making, using, marketing, selling, offering for sale, and/or importing the Netflix streaming media service and servers employed in facilitating point-to-point network communications between end users and said streaming media service, all with knowledge of the '066 Patent and its claims; with knowledge that end users of the Netflix streaming media service, including same in the Eastern District of Texas, will directly infringe the '066 patent by using said streaming service; and with the knowledge and the specific intent to encourage and facilitate those infringing sales and uses of the Netflix streaming media service through the creation and dissemination of promotional and marketing materials, instructional materials, product manuals, and technical materials.

63. Defendant has also contributed and continues to contribute to the infringement of the '066 Patent by others, including end users, by making, using, marketing, selling, offering to sell, and/or importing the infringing Netflix streaming media service software into the United States, knowing that said software constitutes a material part of the inventions of the '066 Patent, knowing said software to be especially made or adapted to infringe the '066 Patent, knowing said software not to be a staple article or commodity of commerce suitable for substantial non-infringing use, and knowing that end users of said software, including end users in the Eastern District of Texas, would directly infringe the '066 patent.

64. Defendant has also contributed and continues to contribute to the infringement by others by contracting with others to make, use, market, sell, offer to sell, and/or import the infringing software into the United States, knowing that said software constitutes a material part of the inventions of the '066 Patent, knowing said software to be especially made or adapted to infringe the '066 Patent, knowing said software not to be a staple article or commodity of commerce suitable for substantial non-infringing use, and knowing that end users of said software, including end users in the Eastern District of Texas, would directly infringe the '066 patent.

65. Defendant has had knowledge of and notice of the '066 Patent and its infringement since at least the filing of this complaint, and, despite this knowledge, continues to commit tortious conduct by way of patent infringement.

66. Defendant has been and continues to be infringing one or more of the claims of the '066 Patent through the aforesaid acts.

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



**PRAYER FOR RELIEF**

Wherefore, Straight Path IP Group, Inc., respectfully requests the following relief:

- a) A judgment that Defendant has infringed the '469 Patent;
- b) A judgment that Defendant has infringed the '704 Patent;
- c) A judgment that Defendant has infringed the '121 Patent;
- d) A judgment that Defendant has infringed the '365 Patent;
- e) A judgment that Defendant has infringed the '066 Patent;
- f) A judgment that awards Straight Path all appropriate damages under 35 U.S.C. § 284 for the Defendant's past infringement, and any continuing or future infringement of the Patents-in-Suit, up until the date such judgment is entered, including interest, costs, and disbursements as justified under 35 U.S.C. § 284 and, if necessary, to adequately compensate Straight Path for Defendant's infringement;
- g) A judgment that awards Straight Path a preliminary and permanent injunction preventing Defendant and its respective officers, directors, agents, servants, employees, attorneys, licensees, successors, and assigns, and those in active concert or participation with any of them, from directly infringing, contributorily infringing, and/or inducing the infringement of the patents-in-suit; and
- h) An adjudication:
  - i. that this case is exceptional within the meaning of 35 U.S.C. § 285;
  - ii. that Straight Path be awarded the attorneys' fees, costs, and expenses it incurs in prosecuting this action; and
  - iii. that Straight Path be awarded such further relief at law or in equity as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

42. Straight Path hereby demands trial by jury on all claims and issues so triable.

DATED: May 2, 2013

Respectfully submitted

WARD & SMITH LAW FIRM

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