

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ACCELERATION BAY LLC, a Delaware)
Limited Liability Corporation,)

Plaintiff,)

v.)

ELECTRONIC ARTS INC.,)
a Delaware Corporation,)

Defendant.)

C.A. No.

DEMAND FOR JURY TRIAL

COMPLAINT FOR PATENT INFRINGEMENT

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Acceleration Bay LLC (“Acceleration Bay”) files this Complaint for Patent Infringement and Jury Demand against Defendant Electronic Arts Inc. (“Defendant” or “EA”) and alleges as follows:

THE PARTIES

1. Acceleration Bay is a Delaware limited liability corporation, with its principal place of business at 370 Bridge Parkway, Redwood City, California 94065.
2. Acceleration Bay is an incubator for next generation businesses, in particular companies that focus on delivering information and content in real-time. Acceleration Bay focuses on investing in and supporting companies that further the dissemination of technological advancements.
3. Acceleration Bay also collaborates with inventors and research institutions to analyze and identify important technological problems, generate new solutions to these problems, and bring those solutions to market through its partnerships with existing companies and startups.
4. On information and belief, EA is a Delaware corporation with its principal place of business at 209 Redwood Shores Parkway, Redwood City, California 94065.
5. Acceleration Bay is informed and believes that EA makes, uses, sells, offers for sale, and/or imports into the United States and this District products and services that utilize multiplayer or multisystem network technology as claimed in the Acceleration Bay Patents (defined below), including but not limited to, FIFA 15 (including, but not limited to Pro Club Mode), NHL 15 (including, but not limited to Online Team Play), Tiger Woods PGA Tour 14 (including, but not limited to Connected Tournaments), Crisis 3 (including, but not limited to

multiplayer modes Deathmatch, Team Deathmatch, Hunter Mode, Crash Site, Spears, Capture the Relay, Extraction, and Assault), and Plants vs. Zombies: Garden Warfare (including, but not limited to multiplayer modes Welcome Mat, Team Vanquish, Gardens & Graveyards, Classic Mode, Garden Ops, and Gnome Bomb).

JURISDICTION AND VENUE

6. This action arises under the Patent Act, 35 U.S.C. § 101 *et seq.* This Court has original jurisdiction over this controversy pursuant to 28 U.S.C. §§ 1331 and 1338.

7. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and (c) and/or 1400(b).

8. This Court has personal jurisdiction over Defendant. Upon information and belief, Defendant does business in this District and has, and continues to, infringe and/or induce the infringement in this District. On information and belief, Defendant is incorporated in the State of Delaware. In addition, the Court has personal jurisdiction over Defendant because it has established minimum contacts with the forum and the exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.

THE PATENTS-IN-SUIT

9. Acceleration Bay owns U.S. Patent No. 6,701,344; U.S. Patent No. 6,714,966; U.S. Patent No. 6,732,147; U.S. Patent No. 6,829,634; U.S. Patent No. 6,910,069; and U.S. Patent No. 6,920,497 (collectively referred to as the “Acceleration Bay Patents”).

10. On March 2, 2004, U.S. Patent No. 6,701,344 (“the ‘344 Patent”), entitled DISTRIBUTED GAME ENVIRONMENT, was issued to Fred B. Holt and Virgil E. Bourassa. A true and correct copy of the ‘344 Patent is attached to this Complaint as Exhibit 1 and is incorporated by reference herein.

11. All rights, title, and interest in the '344 Patent have been assigned to Acceleration Bay, which is the sole owner of the '344 Patent.

12. The '344 Patent is generally directed towards systems for an effective broadcast technique in a game environment using a regular network. By implementing such a broadcast technique, the system is able to provide a broadcast channel using an underlying network system that sends messages on a point to point basis, providing efficiency and reliability to a gaming environment.

13. On March 30, 2004, U.S. Patent No. 6,714,966 ("the '966 Patent"), entitled INFORMATION DELIVERY SERVICE, was issued to Fred B. Holt and Virgil E. Bourassa. A true and correct copy of the '966 Patent is attached to this Complaint as Exhibit 2 and is incorporated by reference herein.

14. All rights, title, and interest in the '966 Patent have been assigned to Acceleration Bay, who is the sole owner of the '966 Patent.

15. The '966 Patent is generally directed towards systems for providing an information delivery service using a regular network. One of the ways this is accomplished is by sending data through neighbor participants.

16. On May 4, 2004, U.S. Patent No. 6,732,147 ("the '147 Patent"), entitled LEAVING A BROADCAST CHANNEL, was issued to Fred B. Holt and Virgil E. Bourassa. A true and correct copy of the '147 Patent is attached to this Complaint as Exhibit 3 and is incorporated by reference herein.

17. All rights, title, and interest in the '147 Patent have been assigned to Acceleration Bay, who is the sole owner of the '147 Patent.

18. The '147 Patent is generally directed towards methods and systems for leaving a broadcast channel. One of the ways this is accomplished is by sending messages to a second computer, so that the second computer can connect to a third computer to maintain a regular network.

19. On December 7, 2004, U.S. Patent No. 6,829,634 ("the '634 Patent"), entitled BROADCASTING NETWORK, was issued to Fred B. Holt and Virgil E. Bourassa. A true and correct copy of the '634 Patent is attached to this Complaint as Exhibit 4 and is incorporated by reference herein.

20. All rights, title, and interest in the '634 Patent have been assigned to Acceleration Bay, who is the sole owner of the '634 Patent.

21. The '634 Patent is generally directed towards systems for broadcasting data across a regular network. One of the ways this is accomplished is by sending data received from neighbor participants to other neighbor participants. This creates reliability in the regular network.

22. On June 21, 2005, U.S. Patent No. 6,910,069 ("the '069 Patent"), entitled JOINING A BROADCAST CHANNEL, was issued to Fred B. Holt and Virgil E. Bourassa. A true and correct copy of the '069 Patent is attached to this Complaint as Exhibit 5 and is incorporated by reference herein.

23. All rights, title, and interest in the '069 Patent have been assigned to Acceleration Bay, who is the sole owner of the '069 Patent.

24. The '069 Patent is generally directed towards methods for adding a participant to a network without placing a high overhead on the underlying network. One of the ways this is accomplished is by identifying a pair of participants that are connected to the network,

disconnecting the identified pair from each other, and then connecting a seeking participant to the identified pair.

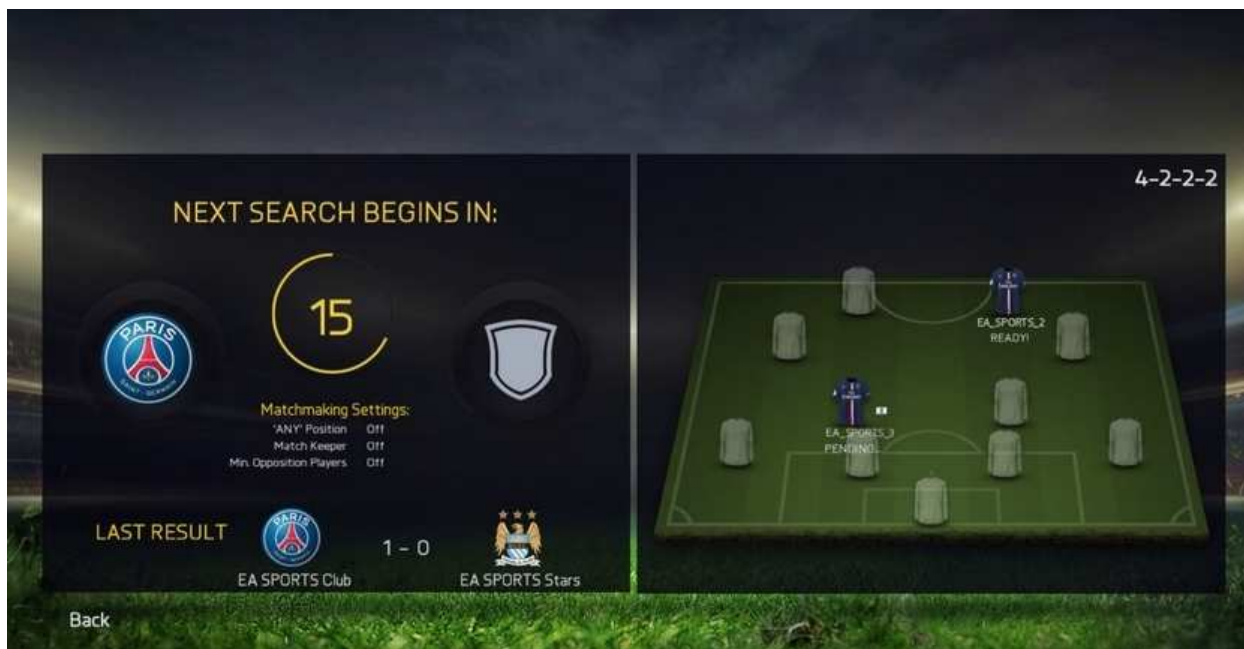
25. On July 19, 2005, U.S. Patent No. 6,920,497 (“the ‘497 Patent”), entitled CONTACTING A BROADCAST CHANNEL, was issued to Fred B. Holt and Virgil E. Bourassa. A true and correct copy of the ‘497 Patent is attached to this Complaint as Exhibit 6 and is incorporated by reference herein.

26. All rights, title, and interest in the ‘497 Patent have been assigned to Acceleration Bay, who is the sole owner of the ‘497 Patent.

27. The ‘497 Patent is generally directed towards methods and systems for contacting a broadcast channel. One of the ways this is accomplished is by the seeking computer using a selected call-in port to request that the portal computer coordinate the connection of the seeking computer.

THE ACCUSED PRODUCTS

28. **FIFA 15**: Acceleration Bay is informed and believes that FIFA 15 products and related services utilize the network technology claimed in the Acceleration Bay Patents to offer a multiplayer or multisystem gaming environment to its players. Acceleration Bay is informed and believes that these players operate within FIFA 15’s gaming environment as individual players in 11 vs. 11 online gameplay.



<https://www.easports.com/fifa/news/2014/fifa-15-pro-clubs-and-other-modes>.

29. Acceleration Bay is informed and believes that FIFA 15 products and services utilize the network technology claimed in the Acceleration Bay Patents to perform many functionalities within its gaming environment.

30. These products and services include, but are not limited to, FIFA's Pro Club mode, which allows individual players from different locations to interact and communicate with each other inside FIFA 15's gaming environment:

WE ARE THE DEGS
JCC ICC

Well done. Your club has won the Division 10 Title. XP 400 XP 100

MY PRO CLUB MANAGE LEADERBOARDS

DROP-IN MATCH
0 Playing Pro Clubs

STATISTICS

Games Played	45
Goals	84
Assists	25
Shots	259
Man of the Match	23
Average Rating	8.8

ATTRIBUTES

BALL SKILLS	78
DEFENCE	30
MENTAL	67
PASSING	69
PHYSICAL	82
SHOOTING	80
GOALKEEPER	24

JCC
JCC
85
OVR

5'8"
178 lbs

FWD 97%

● FWD ● MID
● DEF ● GK

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<https://www.youtube.com/watch?v=knyj8nwOYxo>.

31. Acceleration Bay is also informed and believes that FIFA 15 uses the network technology claimed in the Acceleration Bay Patents to allow players to leave a game in the middle of a match without affecting other players. *See, e.g.,*

Whenever a connection problem hurts how you play a game, it is usually referred as a DNF, or Did Not Finish, problem.

DNF issues can show-up in your games due to:

- Interrupted ISP connections.
- Server-issues on our side of things.
- Peer-to-peer connection problems with your fellow players.
 - This is most common for DNF matches and trades in games that use peer-to-peer connections, like most of the FIFA franchise.
- Wireless interference over Wi-Fi.
- Other-player caused behavior during gameplay, like "rage quitting."

<http://help.ea.com/au/article/transactions-and-matches-that-did-not-finish/>.

32. Acceleration Bay is informed and believes that FIFA 15 provides a peer-to-peer network for its multiplayer modes. *See*

If you're having issues on a peer-to-peer connection:

Some EA games, like much of the FIFA series, use a peer-to-peer connection, or a connection shared between you and one or more other players--rather than say, on a hosted-server like with most Battlefield titles--for online gameplay and matchmaking.

We've noticed that players with their routers set to use Internet Protocol version 6, or IPv6, for their connections tend to have compatibility issues with players using the more common IPv4.

- For instance, if one player is on an already-poor IPv6 connection then all players are usually disconnected.

<http://help.ea.com/en/article/losing-connection-to-ea-servers/>; *see also*

<http://www.easports.com/eaforum/posts/list/840/8379038.page>; <http://www.fifauteam.com/fifa-14-connection-troubleshooting-guide/>.

33. **NHL15:** Acceleration Bay is informed and believes that NHL 15 products and related services utilize the network technology claimed in the Acceleration Bay Patents to offer a multiplayer or multisystem gaming environment to its players. Acceleration Bay is informed and believes that these players operate within NHL 15's gaming environment as individual players in 5 vs. 5 online gameplay.



<https://www.easports.com/nhl/news/2014/nhl-15-game-notes;>

[http://www.operationsports.com/news/774131/nhl-15-patch-104-available-now-full-details-included/.](http://www.operationsports.com/news/774131/nhl-15-patch-104-available-now-full-details-included/)

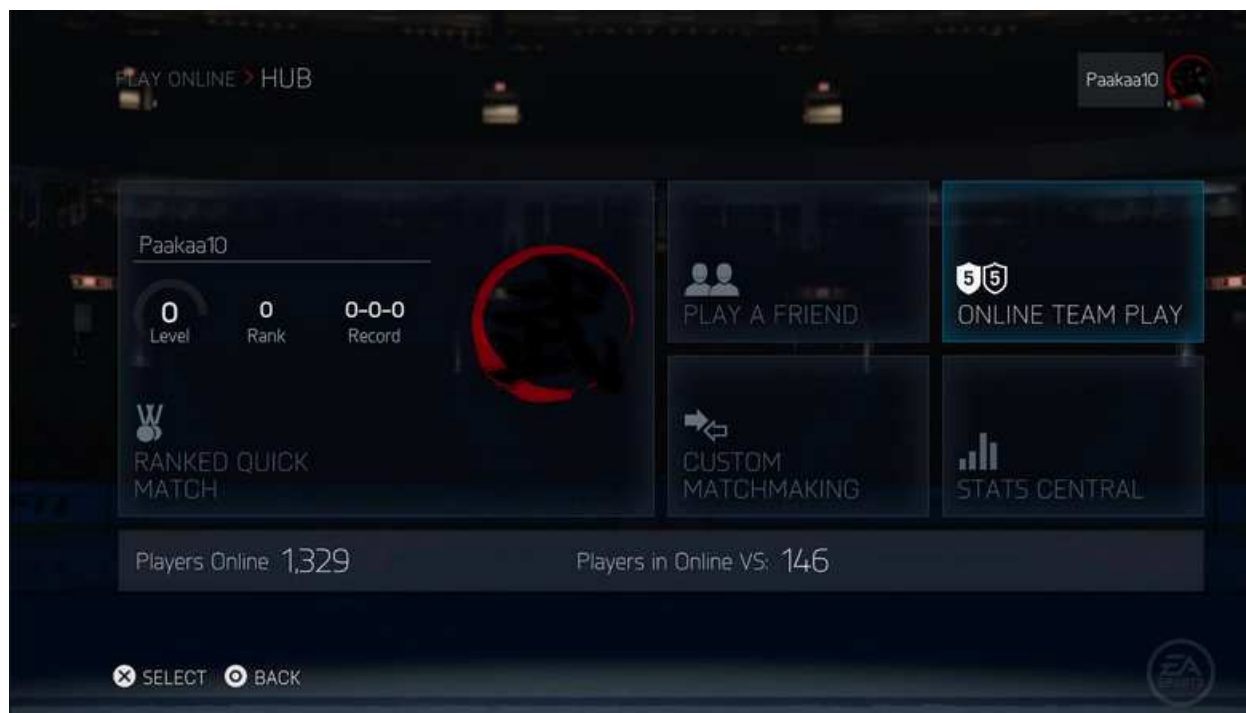
34. Acceleration Bay is informed and believes that NHL 15 products and related services utilize the network technology claimed in the Acceleration Bay Patents to perform many functionalities within its gaming environment.

35. These products and services include, but are not limited to, NHL 15's Online Team Play mode, which allows individual players from different locations to interact and communicate with each other inside NHL 15's gaming environment:

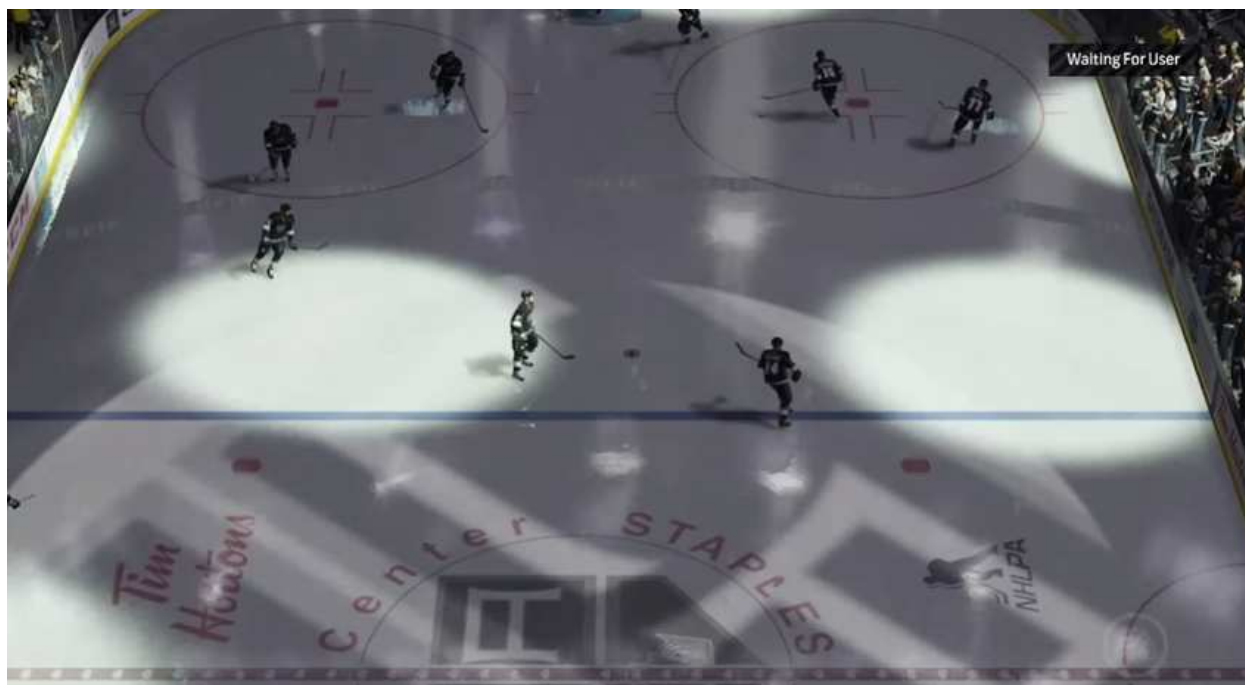
ONLINE TEAM PLAY



<https://www.easports.com/nhl/news/2014/nhl-15-october-content-update;>



<http://www.goodgamebro.com/2014/10/21/nhl-15-update-returns-online-team-play-adds-gm-draft/>;



<https://www.youtube.com/watch?v=0rYI94QBtM>.

36. **Tiger Woods PGA Tour 14**: Acceleration Bay is informed and believes that Tiger Woods PGA Tour 14 products and related services utilize the network technology claimed in the Acceleration Bay Patents to offer a multiplayer or multisystem gaming environment to its players. Acceleration Bay is informed and believes that these players operate within Tiger Woods PGA Tour 14's gaming environment as individual players in up to 24 player Connected Tournaments.



See Exhibit 7 (Tiger Woods PGA Tour 14 XBOX 360 Manual –

http://d2ro3qwxdn69cl.cloudfront.net/manuals/tiger-woods-pga-tour-14-manuals_Microsoft%20XBOX360.pdf).

37. Acceleration Bay is informed and believes that Tiger Woods PGA Tour 14 products and related services utilize the network technology claimed in the Acceleration Bay Patents to perform many functionalities within its gaming environment.

38. These products and services include, but are not limited to, Tiger Woods PGA Tour 14's Connected Tournament, which allows individual players from different locations to interact and communicate with each other inside Tiger Woods PGA Tour 14's gaming environment:



<http://bleacherreport.com/articles/1581636-tiger-woods-pga-tour-14-gameplay-review-and-features-for-hit-golf-video-game>.

39. **Crysis 3:** Acceleration Bay is informed and believes that Crysis 3 utilizes the network technology claimed in the Acceleration Bay Patents to perform multiple functionalities including multiplayer modes Deathmatch, Team Deathmatch, Hunter Mode, Crash Site, Spears, Capture the Relay, Extraction, and Assault. See, e.g., <http://help.ea.com/en/article/Crysis-3-Multiplayer-and-Online-FAQ/>; http://www.ign.com/wikis/crysis-3/Game_Modes/. Acceleration Bay is informed and believes that Crysis 3 provides a peer-to-peer network for its multiplayer modes. See <http://www.crysis.com/forums/viewtopic.php?f=69&t=62587>.

40. Acceleration Bay is informed and believes Crysis 3 allows players to communicate using the network technology claimed in the Acceleration Bay Patents. As a way of example and not a limitation, Crysis 3 provides a multiplayer mode, such as “Deathmatch,” where up to twelve participants can simultaneously interact and communicate with each other utilizing the network technology claimed in the Acceleration Bay Patents.





<https://www.youtube.com/watch?v=8udYp310uak>; <http://www.ign.com/wikis/crysis-3/Deathmatch?objectid=132098>.

41. As a way of another example and not a limitation, Crysis 3 provides a multiplayer mode, such as “Team Deathmatch,” where multiple participants can also simultaneously interact and communicate with each other utilizing the network technology claimed in the Acceleration Bay Patents in a 6 vs. 6 team game.



SKYLINE
TEAM DEATHMATCH

00:00:05

MARINES						62 / 100
#	GAMERTAG	SCORE	🎯	👤	🔥	📶
1	CorpsMou	14612	22	04	9	📶
2	[B] BIG GHOST	3814	17	04	15	📶
3	Arekz	2007	9	05	15	📶
4	mGS1 Dymar	1581	7	03	12	📶
5	Pist72	968	4	03	11	📶
6	Tiffany 2627	600	3	00	9	📶

CELL						68 / 100
#	GAMERTAG	SCORE	🎯	👤	🔥	📶
1	UndetectzZ	3588	16	08	13	📶
2	xxdiscord88 15xx	2974	14	03	07	📶
3	Prof Scooter	2361	11	05	02	📶
4	xXFreeHScr3aMXx	2012	10	04	01	📶
5	furryR48817	1884	8	06	00	📶
6	WhippedTexas 15	1888	9	00	02	📶

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https://www.youtube.com/watch?v=R_wJoCx7yBE; http://www.ign.com/wikis/crysis-3/Team_Deathmatch?objectid=132098.

42. As a way of another example and not a limitation, Crysis 3 provides a multiplayer mode, such as “Hunter Mode,” where multiple participants can also simultaneously interact and communicate with each other utilizing the network technology claimed in the Acceleration Bay Patents in a 10 vs. 2 team game.



http://www.ign.com/wikis/crysis-3/Hunter_Mode?objectid=132098.

43. As a way of another example and not a limitation, Crysis 3 provides a multiplayer mode, such as “Crash Site,” where multiple participants can also simultaneously interact and communicate with each other utilizing the network technology claimed in the Acceleration Bay Patents in a 6 vs. 6 team game.



<https://www.youtube.com/watch?v=NVyoWiXMDvo>; http://www.ign.com/wikis/crysis-3/Crash_Site?objectid=132098.

44. As a way of another example and not a limitation, Crysis 3 provides a multiplayer mode, such as “Spears,” where multiple participants can also simultaneously interact and communicate with each other utilizing the network technology claimed in the Acceleration Bay Patents in a 6 vs. 6 team game.



<https://www.youtube.com/watch?v=EhXEPAnmCfY>; <http://www.ign.com/wikis/crysis-3/Spears?objectid=132098>.

45. As a way of another example and not a limitation, Crysis 3 provides a multiplayer mode, such as “Capture the Relay,” where multiple participants can also simultaneously interact and communicate with each other utilizing the network technology claimed in the Acceleration Bay Patents in a 6 vs. 6 team game.



<https://www.youtube.com/watch?v=EnzLsGekidA>; http://www.ign.com/wikis/crysis-3/Capture_the_Relay?objectid=132098.

46. As a way of another example and not a limitation, Crysis 3 provides a multiplayer mode, such as “Extraction,” where multiple participants can also simultaneously interact and communicate with each other utilizing the network technology claimed in the Acceleration Bay Patents in a 6 vs. 6 team game. <http://www.ign.com/wikis/crysis-3/Extraction?objectid=132098>.

47. As a way of another example and not a limitation, Crysis 3 provides a multiplayer mode, such as “Assault,” where multiple participants can also simultaneously interact and communicate with each other utilizing the network technology claimed in the Acceleration Bay Patents in a 6 vs. 6 team game.




<https://www.youtube.com/watch?v=eavvfrKtAo>; <http://www.ign.com/wikis/crysis-3/Assault?objectid=132098>

48. **Plants vs. Zombies: Garden Warfare:** Acceleration Bay is informed and believes that Plants vs. Zombies: Garden Warfare utilizes the network technology claimed in the Acceleration Bay Patents to perform multiple functionalities including multiplayer modes Welcome Mat, Team Vanquish, Gardens & Graveyards, Classic Mode, Garden Ops, and Gnome Bomb. See, e.g., <http://help.ea.com/en/article/game-modes-in-pvz-garden-warfare/>. As a way of

example and not a limitation, Plants vs. Zombies: Garden Warfare provides multiplayer modes such as Team Vanquish, which is a multiplayer mode where up to 24 online players face off against each other, using the network technology claimed in the Acceleration Bay Patents. See <http://help.ea.com/en/article/game-modes-in-pvz-garden-warfare/>; see also

XBOX ONE

- 24-player multiplayer action: Choose your side, plants or zombies, in 24-player online battles
- Customization: Personalize your favorite plants and zombies with hundreds of unique items and customizations
- 4-player online co-op: Join forces with friends in online 4-player cooperative mode
- New plants and zombies: Powerful new plants and zombies with a huge variety of abilities
- Expansive world: Over 10 unique multiplayer and cooperative battlegrounds
- 24-player multiplayer action: Choose your side, plants or zombies, in 24-player online battles.
- Requires Xbox Live Gold and an internet connection to play



<http://www.pvzgardenwarfare.com/>;





<http://www.playstationlifestyle.net/2014/08/22/plants-vs-zombies-garden-warfare-review-ps4/>.

EA'S INFRINGEMENT OF ACCELERATION BAY'S PATENTS

49. Defendant has been and is now infringing the Acceleration Bay Patents (i.e., the '344 Patent, '966 Patent, '147 Patent, '634 Patent, '069 Patent, and '497 Patent) in this judicial District, and elsewhere in the United States by, among other things, making, using, importing, selling, and/or offering for sale the claimed system and methods on FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare.

50. In addition to directly infringing the Acceleration Bay Patents pursuant to 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents, or both, Defendant indirectly infringes the '147 Patent, '069 Patent, and '497 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including its users and developers, to perform all or some of the steps of the method claims, either literally or under the doctrine of equivalents, or both, of the '147 Patent, '069 Patent, and '497 Patent.

COUNT I

(Direct Infringement of the '344 Patent pursuant to 35 U.S.C. § 271(a))

51. Acceleration Bay repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

52. Defendant has infringed and continues to infringe one or more claims of the '344 Patent in violation of 35 U.S.C. § 271(a).

53. Defendant's infringement is based upon literal infringement or infringement under the doctrine of equivalents, or both.

54. Defendant's acts of making, using, importing, selling, and/or offering for sale infringing products and services have been without the permission, consent, authorization, or license of Acceleration Bay.

55. Defendant's infringement includes, but is not limited to, the manufacture, use, sale, importation and/or offer for sale of Defendant's products and services, including, but not limited to, FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crisis 3, and Plants vs. Zombies: Garden Warfare, which embody the patented invention of the '344 Patent.

56. Defendant's FIFA 15 products infringe the '344 Patent through, at minimum, its Pro Club technology, which allows individual players from different locations to communicate and interact with each other using a broadcast technique in which a broadcast channel uses an underlying network system to send messages on a point-to-point basis.

57. Defendant's NHL 15 products infringe the '344 Patent through, at minimum, its Online Team Play technology, which allows individual players from different locations to communicate and interact with each other using a broadcast technique in which a broadcast channel uses an underlying network system to send messages on a point-to-point basis.

58. Defendant's Tiger Woods PGA Tour 14 products infringe the '344 Patent through, at minimum, its Connected Tournaments technology, which allows individual players from different locations to communicate and interact with each other using a broadcast technique in which a broadcast channel uses an underlying network system to send messages on a point-to-point basis.

59. Defendant's Crisis 3 products infringe the '344 Patent through, at minimum, its multiplayer technology, which allows individual players from different locations to communicate and interact with each other using a broadcast technique in which a broadcast channel uses an underlying network system to send messages on a point-to-point basis.

60. Defendant's Plants vs. Zombies: Garden Warfare products infringe the '344 Patent through, at minimum, its multiplayer technology, which allows individual players from different locations to communicate and interact with each other using a broadcast technique in which a broadcast channel uses an underlying network system to send messages on a point-to-point basis.

61. As a result of Defendant's unlawful activities, Acceleration Bay has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Acceleration Bay is entitled to preliminary and/or permanent injunctive relief.

62. Defendant's infringement of the '344 Patent has injured and continues to injure Acceleration Bay in an amount to be proven at trial.

COUNT II
(Direct Infringement of the '966 Patent pursuant to 35 U.S.C. § 271(a))

63. Acceleration Bay repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

64. Defendant has infringed and continues to infringe one or more claims of the '966 Patent in violation of 35 U.S.C. § 271(a).

65. Defendant's infringement is based upon literal infringement or infringement under the doctrine of equivalents, or both.

66. Defendant's acts of making, using, importing, selling, and/or offering for sale infringing products and services have been without the permission, consent, authorization, or license of Acceleration Bay.

67. Defendant's infringement includes, but is not limited to, the manufacture, use, sale, importation and/or offer for sale of Defendant's products and services, including but not limited to, FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare, which embody the patented invention of the '966 Patent.

68. Defendant's FIFA 15 products infringe the '966 Patent through, at minimum, its Pro Club technology, which allows individual players from different locations to interact and communicate with each other over a computer network for providing an information delivery service for a plurality of participants, whereby information is sent on a point-to-point basis.

69. Defendant's NHL 15 products infringe the '966 Patent through, at minimum, its Online Team Play technology, which allows individual players from different locations to interact and communicate with each other over a computer network for providing an information delivery service for a plurality of participants, whereby information is sent on a point-to-point basis.

70. Defendant's Tiger Woods PGA Tour 14 products infringe the '966 Patent through, at minimum, its Connected Tournaments technology, which allows individual players from different locations to interact and communicate with each other over a computer network

for providing an information delivery service for a plurality of participants, whereby information is sent on a point-to-point basis.

71. Defendant's Crisis 3 products infringe the '966 Patent through, at minimum, its multiplayer technology, which allows individual players from different locations to interact and communicate with each other over a computer network for providing an information delivery service for a plurality of participants, whereby information is sent on a point-to-point basis.

72. Defendant's Plants vs. Zombies: Garden Warfare products infringe the '966 Patent through, at minimum, its multiplayer technology, which allows individual players from different locations to interact and communicate with each other over a computer network for providing an information delivery service for a plurality of participants, whereby information is sent on a point-to-point basis.

73. As a result of Defendant's unlawful activities, Acceleration Bay has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Acceleration Bay is entitled to preliminary and/or permanent injunctive relief.

74. Defendant's infringement of the '966 Patent has injured and continues to injure Acceleration Bay in an amount to be proven at trial.

COUNT III

(Direct Infringement of the '147 Patent pursuant to 35 U.S.C. § 271(a))

75. Acceleration Bay repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

76. Defendant has infringed and continues to infringe one or more claims of the '147 Patent in violation of 35 U.S.C. § 271(a).

77. Defendant's infringement is based upon literal infringement or infringement under the doctrine of equivalents, or both.

78. Defendant's acts of making, using, importing, selling, and/or offering for sale infringing products and services have been without the permission, consent, authorization or license of Acceleration Bay.

79. Defendant's infringement of one or more method claims of the '147 Patent is a result of Defendant's own actions and/or its actions in combination with the actions of users, developers, and/or customers to perform the steps of the claimed methods.

80. Defendant has direction or control over users' performance of the steps of claimed methods as evident from and through the End User License Agreement (EULA) and Terms of Service for its products and service that users must agree to prior to use of Defendant's products or services (examples attached hereto as Exhibits 8-9). Defendant maintains control at all times over the operation and dissemination of content by users of Defendant's products and services, and the users are contractually required to use only Defendant's software to access Defendant's online services and features. EULA and Terms of Service for Defendant's products and services (examples attached hereto as Exhibits 8-9) state that Defendant owns all content appearing or generated from its products or services, and has the right to use, adapt, reproduce, and transmit such content in any manner and in any medium or forum. (*See, e.g.*, Ex. 9 at Sections 2, 6, 7, and 13 of the Terms of Service and Ex. 8 at Sections 1.C, 1.D, 1.E, and 2 of the EULA FIFA 15).

81. Defendant's infringement includes, but is not limited to, the manufacture, use, sale, importation and/or offer for sale of Defendant's products and services, including but not limited to, FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare, which embody the patented invention of the '147 Patent.

82. Defendant's FIFA 15 products infringe the '147 Patent through, at minimum, its Pro Club technology, which allows individual players from different locations to interact and

communicate with each other over a multi-cast computer network, and where individual players can leave the computer network by sending messages to a second computer so that the second computer can connect to a third computer to maintain a regular network.

83. Defendant's NHL 15 products infringe the '147 Patent through, at minimum, its Online Team Play technology, which allows individual players from different locations to interact and communicate with each other over a multi-cast computer network, and where individual players can leave the computer network by sending messages to a second computer so that the second computer can connect to a third computer to maintain a regular network.

84. Defendant's Tiger Woods PGA Tour 14 products infringe the '147 Patent through, at minimum, its Connected Tournaments technology, which allows individual players from different locations to interact and communicate with each other over a multi-cast computer network, and where individual players can leave the computer network by sending messages to a second computer so that the second computer can connect to a third computer to maintain a regular network.

85. Defendant's Crysis 3 products infringe the '147 Patent through, at minimum, its multiplayer technology, which allows individual players from different locations to interact and communicate with each other over a multi-cast computer network, and where individual players can leave the computer network by sending messages to a second computer so that the second computer can connect to a third computer to maintain a regular network.

86. Defendant's Plants vs. Zombies: Garden Warfare products infringe the '147 Patent through, at minimum, its multiplayer technology, which allows individual players from different locations to interact and communicate with each other over a multi-cast computer network, and where individual players can leave the computer network by sending messages to a

second computer so that the second computer can connect to a third computer to maintain a regular network.

87. As a result of Defendant's unlawful activities, Acceleration Bay has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law.

Accordingly, Acceleration Bay is entitled to preliminary and/or permanent injunctive relief.

88. Defendant's infringement of the '147 Patent has injured and continues to injure Acceleration Bay in an amount to be proven at trial.

COUNT IV
(Indirect Infringement of the '147 Patent pursuant to 35 U.S.C. § 271(b))

89. Acceleration Bay repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

90. Defendant has induced and continues to induce infringement of at least claims 1-10 of the '147 Patent under 35 U.S.C. § 271(b).

91. In addition to directly infringing the '147 Patent, Defendant indirectly infringes the '147 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including but not limited to, its customers, users and developers, to perform one or more of the steps of the method claims, either literally or under the doctrine of equivalents, of the '147 Patent, where all the steps of the method claims are performed by either Defendant, its customers, users or developers, or some combination thereof. Defendant knew or was willfully blind to the fact that it was inducing others, including customers, users and developers, to infringe by practicing, either themselves or in conjunction with Defendant, one or more method claims of the '147 Patent.

92. Defendant knowingly and actively aided and abetted the direct infringement of the '147 Patent by instructing, encouraging, and providing a mechanism for its customers, users,

and developers to use FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare in an infringing manner and distributing guidelines and instructions to third parties on how to use the multiplayer functionalities of FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare in an infringing manner.

93. Defendant actively and intentionally maintains websites, including <https://www.ea.com/> and <https://www.easports.com/> and its ancillary components to encourage potential customers, users and developers to use multiplayer functionalities of FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare in an infringing manner.

94. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of FIFA 15 on its websites. Examples of these instructions can be found at <https://www.easports.com/uk/fifa/news/2014/fifa-15-pro-clubs-and-other-modes/> (attached hereto as Exhibit 10); <http://forum.ea.com/uk/forums/show/197.page> (attached hereto as Exhibit 11).

95. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of NHL 15 on its websites. Examples of these instructions can be found at <https://www.easports.com/nhl/news/2014/nhl-15-october-content-update> (attached hereto as Exhibit 12); <http://answers.ea.com/t5/NHL-15/bd-p/NHL-15> (attached hereto as Exhibit 13).

96. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of Tiger Woods PGA Tour 14 on its websites. Examples of these instructions can be found at <http://www.ea.com/uk/tiger-woods-pga-tour-14>

(attached hereto as Exhibit 14); <http://forum.ea.com/eaforum/forums/show/562.page> (attached hereto as Exhibit 15).

97. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of Crysis, including Deathmatch, Team Deathmatch, Hunter Mode, Crash Site, Spears, Capture the Relay, Extraction, and Assault on its websites. Examples of these instructions can be found at <http://www.ea.com/crysis-3> (attached hereto as Exhibit 16); <http://www.ea.com/crysis-3/videos/crysis-3-multiplayer-beta-gameplay-tutorial> (attached hereto as Exhibit 17).

98. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of Plants vs. Zombies: Garden Warfare, including Welcome Mat, Team Vanquish, Gardens & Graveyards, Classic Mode, Garden Ops, and Gnome Bomb on its websites. Examples of these instructions can be found at <http://help.ea.com/en/article/game-modes-in-pvz-garden-warfare/> (attached hereto as Exhibit 18); <http://www.pvzgardenwarfare.com/> (attached hereto as Exhibit 19); <http://www.ea.com/uk/plants-zombies-garden-warfare/videos/boss-mode-classes-and-multiplayer> (attached hereto as Exhibit 20); <http://www.ea.com/garden-warfare> (attached hereto as Exhibit 21).

99. Defendant has had knowledge of the '147 Patent at least as of the time it learned of this action for infringement, and by continuing its actions described above, Defendant has had the specific intent to, or was willfully blind to the fact that its actions would, induce infringement of the '147 Patent.

COUNT V

(Direct Infringement of the '634 Patent pursuant to 35 U.S.C. § 271(a))

100. Acceleration Bay repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

101. Defendant has infringed and continues to infringe one or more claims of the '634 Patent in violation of 35 U.S.C. § 271(a).

102. Defendant's infringement is based upon literal infringement or infringement under the doctrine of equivalents, or both.

103. Defendant's acts of making, using, importing, selling, and/or offering for sale infringing products and services have been without the permission, consent, authorization, or license of Acceleration Bay.

104. Defendant's infringement includes, but is not limited to, the manufacture, use, sale, importation and/or offer for sale of Defendant's products and services, including but not limited to, FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare, which embody the patented invention of the '634 Patent.

105. Defendant's FIFA 15 products infringe the '634 Patent through, at minimum, its Pro Club technology, which allows individual players from different locations to communicate and interact with each other by sending data received from other neighboring players to other neighboring players, thereby creating reliability in the network.

106. Defendant's NHL 15 products infringe the '634 Patent through, at minimum, its Online Team Play technology, which allows individual players from different locations to communicate and interact with each other by sending data received from other neighboring players to other neighboring players, thereby creating reliability in the network.

107. Defendant's Tiger Woods PGA Tour 14 products infringe the '634 Patent through, at minimum, its Connected Tournaments technology, which allows individual players from different locations to communicate and interact with each other by sending data received from other neighboring players to other neighboring players, thereby creating reliability in the network.

108. Defendant's Crisis 3 products infringe the '634 Patent through, at minimum, its multiplayer technology, which allows individual players from different locations to communicate and interact with each other by sending data received from other neighboring players to other neighboring players, thereby creating reliability in the network.

109. Defendant's Plants vs. Zombies: Garden Warfare products infringe the '634 Patent through, at minimum, its multiplayer technology, which allows individual players from different locations to communicate and interact with each other by sending data received from other neighboring players to other neighboring players, thereby creating reliability in the network.

110. As a result of Defendant's unlawful activities, Acceleration Bay has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Acceleration Bay is entitled to preliminary and/or permanent injunctive relief.

111. Defendant's infringement of the '634 Patent has injured and continues to injure Acceleration Bay in an amount to be proven at trial.

COUNT VI
(Direct Infringement of the '069 Patent pursuant to 35 U.S.C. § 271(a))

112. Acceleration Bay repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

113. Defendant has infringed and continues to infringe one or more claims of the '069 Patent in violation of 35 U.S.C. § 271(a).

114. Defendant's infringement is based upon literal infringement or infringement under the doctrine of equivalents, or both.

115. Defendant's acts of making, using, importing, selling, and/or offering for sale infringing products and services have been without the permission, consent, authorization or license of Acceleration Bay.

116. Defendant's infringement of one or more method claims of the '069 Patent is a result of Defendant's own actions and/or its actions in combination with the actions of users, developers, and/or customers to perform the steps of the claimed methods.

117. Defendant has direction or control over users' performance of the steps of claimed methods as evident from and through the End User License Agreement (EULA) and Terms of Service for its products and service that users must agree to prior to use of Defendant's products or services (examples attached hereto as Exhibits 8-9). Defendant maintains control at all times over the operation and dissemination of content by users of Defendant's products and services, and the users are contractually required to use only Defendant's software to access Defendant's online services and features. EULA and Terms of Service for Defendant's products and services (examples attached hereto as Exhibits 8-9) state that Defendant owns all content appearing or generated from its products or services, and has the right to use, adapt, reproduce, and transmit such content in any manner and in any medium or forum. (*See, e.g.*, Ex. 9 at Sections 2, 6, 7, and 13 of the Terms of Service and Ex. 8 at Sections 1.C, 1.D, 1.E, and 2 of the EULA FIFA 15).

118. Defendant's infringement includes, but is not limited to, the manufacture, use, sale, importation and/or offer for sale of Defendant's products and services, including but not

limited to, FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare, which embody the patented invention of the '069 Patent.

119. Defendant's FIFA 15 products infringe the '069 Patent through, at minimum, its Pro Club technology, which allows individual players from different locations to interact and communicate with each other over a multi-cast computer network, and where individual participants can be added to the network by, for example and not by way of limitation, identifying a pair of participants that are connected to the network, disconnecting the identified pair from each other, and then connecting a seeking participant to the identified pair.

120. Defendant's NHL 15 products infringe the '069 Patent through, at minimum, its Online Team Play technology, which allows individual players from different locations to interact and communicate with each other over a multi-cast computer network, and where individual participants can be added to the network by, for example and not by way of limitation, identifying a pair of participants that are connected to the network, disconnecting the identified pair from each other, and then connecting a seeking participant to the identified pair.

121. Defendant's Tiger Woods PGA Tour 14 products infringe the '069 Patent through, at minimum, its Connected Tournaments technology, which allows individual players from different locations to interact and communicate with each other over a multi-cast computer network, and where individual participants can be added to the network by, for example and not by way of limitation, identifying a pair of participants that are connected to the network, disconnecting the identified pair from each other, and then connecting a seeking participant to the identified pair.

122. Defendant's Crysis 3 products infringe the '069 Patent through, at minimum, its multiplayer technology, which allows individual players from different locations to interact and

communicate with each other over a multi-cast computer network, and where individual participants can be added to the network by, for example and not by way of limitation, identifying a pair of participants that are connected to the network, disconnecting the identified pair from each other, and then connecting a seeking participant to the identified pair.

123. Defendant's Plants vs. Zombies: Garden Warfare products infringe the '069 Patent through, at minimum, its multiplayer technology, which allows individual players from different locations to interact and communicate with each other over a multi-cast computer network, and where individual participants can be added to the network by, for example and not by way of limitation, identifying a pair of participants that are connected to the network, disconnecting the identified pair from each other, and then connecting a seeking participant to the identified pair.

124. As a result of Defendant's unlawful activities, Acceleration Bay has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Acceleration Bay is entitled to preliminary and/or permanent injunctive relief.

125. Defendant's infringement of the '069 Patent has injured and continues to injure Acceleration Bay in an amount to be proven at trial.

COUNT VII
(Indirect Infringement of the '069 Patent pursuant to 35 U.S.C. § 271(b))

126. Acceleration Bay repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

127. Defendant has induced and continues to induce infringement of claims 1-17 of the '069 Patent under 35 U.S.C. § 271(b).

128. In addition to directly infringing the '069 Patent, Defendant indirectly infringes the '069 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others,

including but not limited to, its customers, users and developers, to perform one or more of the steps of the method claims, either literally or under the doctrine of equivalents, or both, of the '069 Patent, where all the steps of the method claims are performed by either Defendant, its customers, users or developers, or some combination thereof. Defendant knew or was willfully blind to the fact that it was inducing others, including customers, users and developers, to infringe by practicing, either themselves or in conjunction with Defendant, one or more method claims of the '069 Patent.

129. Defendant knowingly and actively aided and abetted the direct infringement of the '069 Patent by instructing, encouraging, and providing a mechanism for its customers, users, and developers to use FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare in an infringing manner and distributing guidelines and instructions to third parties on how to use the multiplayer functionalities of FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare in an infringing manner.

130. Defendant actively and intentionally maintains websites, including <https://www.ea.com/> and <https://www.easports.com/> and its ancillary components to encourage potential customers, users and developers to use multiplayer functionalities of FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare in an infringing manner.

131. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of FIFA 15 on its websites. Examples of these instructions can be found at <https://www.easports.com/uk/fifa/news/2014/fifa-15-pro-clubs-and-other-modes/> (attached hereto as Exhibit 10); <http://forum.ea.com/uk/forums/show/197.page> (attached hereto as Exhibit 11).

132. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of NHL 15 on its websites. Examples of these instructions can be found at <https://www.easports.com/nhl/news/2014/nhl-15-october-content-update> (attached hereto as Exhibit 12); <http://answers.ea.com/t5/NHL-15/bd-p/NHL-15> (attached hereto as Exhibit 13).

133. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of Tiger Woods PGA Tour 14 on its websites. Examples of these instructions can be found at <http://www.ea.com/uk/tiger-woods-pga-tour-14> (attached hereto as Exhibit 14); <http://forum.ea.com/eaforum/forums/show/562.page> (attached hereto as Exhibit 15).

134. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of Crysis, including Deathmatch, Team Deathmatch, Hunter Mode, Crash Site, Spears, Capture the Relay, Extraction, and Assault on its websites. Examples of these instructions can be found at <http://www.ea.com/crysis-3> (attached hereto as Exhibit 16); <http://www.ea.com/crysis-3/videos/crysis-3-multiplayer-beta-gameplay-tutorial> (attached hereto as Exhibit 17).

135. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of Plants vs. Zombies: Garden Warfare, including Welcome Mat, Team Vanquish, Gardens & Graveyards, Classic Mode, Garden Ops, and Gnome Bomb on its websites. Examples of these instructions can be found at <http://help.ea.com/en/article/game-modes-in-pvz-garden-warfare/> (attached hereto as Exhibit 18); <http://www.pvzgardenwarfare.com/> (attached hereto as Exhibit 19); <http://www.ea.com/uk/plants-zombies-garden-warfare/videos/boss-mode-classes-and->

multiplayer (attached hereto as Exhibit 20); <http://www.ea.com/garden-warfare> (attached hereto as Exhibit 21).

136. Defendant has had knowledge of the '069 Patent at least as of the time it learned of this action for infringement, and by continuing its actions described above, Defendant has had the specific intent to, or was willfully blind to the fact that its actions would, induce infringement of the '069 Patent.

COUNT VIII

(Direct Infringement of the '497 Patent pursuant to 35 U.S.C. § 271(a))

137. Acceleration Bay repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

138. Defendant has infringed and continues to infringe one or more claims of the '497 Patent in violation of 35 U.S.C. § 271(a).

139. Defendant's infringement is based upon literal infringement or infringement under the doctrine of equivalents, or both.

140. Defendant's acts of making, using, importing, selling, and/or offering for sale infringing products and services have been without the permission, consent, authorization or license of Acceleration Bay.

141. Defendant's infringement of one or more method claims of the '497 Patent is a result of Defendant's own actions and/or its actions in combination with the actions of users, developers, and/or customers to perform the steps of the claimed methods.

142. Defendant has direction or control over users' performance of the steps of claimed methods as evident from and through the End User License Agreement (EULA) and Terms of Service for its products and service that users must agree to prior to use of Defendant's products or services (examples attached hereto as Exhibits 8-9). Defendant maintains control at all times

over the operation and dissemination of content by users of Defendant's products and services, and the users are contractually required to use only Defendant's software to access Defendant's online services and features. EULA and Terms of Service for Defendant's products and services (examples attached hereto as Exhibits 8-9) state that Defendant owns all content appearing or generated from its products or services, and has the right to use, adapt, reproduce, and transmit such content in any manner and in any medium or forum. (*See, e.g.*, Ex. 9 at Sections 2, 6, 7, and 13 of the Terms of Service and Ex. 8 at Sections 1.C, 1.D, 1.E, and 2 of the EULA FIFA 15).

143. Defendant's infringement includes, but is not limited to, the manufacture, use, sale, importation and/or offer for sale of Defendant's products and services, including, but not limited to, FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysia 3, and Plants vs. Zombies: Garden Warfare, which embody the patented invention of the '497 Patent.

144. Defendant's FIFA 15 products infringe the '497 Patent through, at minimum, its Pro Club technology, which allows individual players from different locations to interact and communicate with each other over a computer network through a portal computer.

145. Defendant's NHL 15 products infringe the '497 Patent through, at minimum, its Online Team Play technology, which allows individual players from different locations to interact and communicate with each other over a computer network through a portal computer.

146. Defendant's Tiger Woods PGA Tour 14 products infringe the '497 Patent through, at minimum, its Connected Tournaments technology, which allows individual players from different locations to interact and communicate with each other over a computer network through a portal computer.

147. Defendant's Crysis 3 products infringe the '497 Patent through, at minimum, its multiplayer technology, which allows individual players from different locations to interact and communicate with each other over a computer network through a portal computer.

148. Defendant's Plants vs. Zombies: Garden Warfare products infringe the '497 Patent through, at minimum, its multiplayer technology, which allows individual players from different locations to interact and communicate with each other over a computer network through a portal computer.

149. As a result of Defendant's unlawful activities, Acceleration Bay has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Acceleration Bay is entitled to preliminary and/or permanent injunctive relief.

150. Defendant's infringement of the '497 Patent has injured and continues to injure Acceleration Bay in an amount to be proven at trial.

COUNT IX
(Indirect Infringement of the '497 Patent pursuant to 35 U.S.C. § 271(b))

151. Acceleration Bay repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

152. Defendant has induced and continues to induce infringement of at least claims 1-8 of the '497 Patent under 35 U.S.C. § 271(b).

153. In addition to directly infringing the '497 Patent, Defendant indirectly infringes the '497 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including, but not limited to, its customers, users and developers, to perform one or more of the steps of the method claims, either literally or under the doctrine of equivalent, or both, of the '497 Patent, where all the steps of the method claims are performed by either Defendant or its customers, users or developers, or some combination thereof. Defendant knew or was willfully

blind to the fact that it was inducing others, including customers, users and developers, to infringe by practicing, either themselves or in conjunction with Defendant, one or more method claims of the '497 Patent.

154. Defendant knowingly and actively aided and abetted the direct infringement of the '497 Patent by instructing, encouraging, and providing a mechanism for its customers, users, and developers to use FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare in an infringing manner and distributing guidelines and instructions to third parties on how to use the multiplayer functionalities of FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare in an infringing manner.

155. Defendant actively and intentionally maintains websites, including <https://www.ea.com/> and <https://www.easports.com/> and its ancillary components to encourage potential customers, users and developers to use multiplayer functionalities of FIFA 15, NHL 15, Tiger Woods PGA Tour 14, Crysis 3, and Plants vs. Zombies: Garden Warfare in an infringing manner.

156. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of FIFA 15 on its websites. Examples of these instructions can be found at <https://www.easports.com/uk/fifa/news/2014/fifa-15-pro-clubs-and-other-modes/> (attached hereto as Exhibit 10); <http://forum.ea.com/uk/forums/show/197.page> (attached hereto as Exhibit 11).

157. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of NHL 15 on its websites. Examples of these instructions can be found at <https://www.easports.com/nhl/news/2014/nhl-15-october-content->

update (attached hereto as Exhibit 12); <http://answers.ea.com/t5/NHL-15/bd-p/NHL-15> (attached hereto as Exhibit 13).

158. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of Tiger Woods PGA Tour 14 on its websites. Examples of these instructions can be found at <http://www.ea.com/uk/tiger-woods-pga-tour-14> (attached hereto as Exhibit 14); <http://forum.ea.com/eaforum/forums/show/562.page> (attached hereto as Exhibit 15).

159. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of Crysis, including Deathmatch, Team Deathmatch, Hunter Mode, Crash Site, Spears, Capture the Relay, Extraction, and Assault on its websites. Examples of these instructions can be found at <http://www.ea.com/crysis-3> (attached hereto as Exhibit 16); <http://www.ea.com/crysis-3/videos/crysis-3-multiplayer-beta-gameplay-tutorial> (attached hereto as Exhibit 17).

160. Defendant provides detailed instruction to its customers and users regarding all aspects of the multiplayer functionalities of Plants vs. Zombies: Garden Warfare, including Welcome Mat, Team Vanquish, Gardens & Graveyards, Classic Mode, Garden Ops, and Gnome Bomb on its websites. Examples of these instructions can be found at <http://help.ea.com/en/article/game-modes-in-pvz-garden-warfare/> (attached hereto as Exhibit 18); <http://www.pvzgardenwarfare.com/> (attached hereto as Exhibit 19); <http://www.ea.com/uk/plants-zombies-garden-warfare/videos/boss-mode-classes-and-multiplayer> (attached hereto as Exhibit 20); <http://www.ea.com/garden-warfare> (attached hereto as Exhibit 21).

161. Defendant has had knowledge of the '497 Patent at least as of the time it learned of this action for infringement, and by continuing its actions described above, Defendant has had the specific intent to, or was willfully blind to the fact that its actions would, induce infringement of the '497 Patent.

PRAYER FOR RELIEF

WHEREFORE, Acceleration Bay prays for judgment and relief as follows:

A. An entry of judgment holding Defendant has infringed and is infringing the '344 Patent, '966 Patent, '147 Patent, '634 Patent, '069 Patent, and '497 Patent;

B. An entry of judgment holding Defendant has induced infringement and is inducing infringement of the '147 Patent, '069 Patent, and '497 Patent;

C. An award to Acceleration Bay of such damages as it shall prove at trial against Defendant that are adequate to fully compensate Acceleration Bay for Defendant's infringement of the '344 Patent, '966 Patent, '147 Patent, '634 Patent, '069 Patent, and '497 Patent, said damages to be no less than a reasonable royalty;

D. A finding that this case is "exceptional" and an award to Acceleration Bay of its costs and reasonable attorney's fees, as provided by 35 U.S.C. § 285;

E. An accounting of all infringing sales and revenues, together with post judgment interest and prejudgment interest from the first date of infringement of the '344 Patent, '966 Patent, '147 Patent, '634 Patent, '069 Patent, and '497 Patent; and

F. Such further and other relief as the Court may deem proper and just.

DEMAND FOR JURY TRIAL

Acceleration Bay demands a jury trial on all issues so triable.

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Dated: March 30, 2015
1185356

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