

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

FRONT ROW TECHNOLOGIES, LLC,)
)
Plaintiff,)
) Civil Action Nos.
vs.) 1:10-cv-00433-JB-KBM
) 1:12-cv-01309
NBA MEDIA VENTURES, LLC, MLB) 1:13-cv-00636
ADVANCED MEDIA, L.P., MERCURY) 1:13-cv-01153
RADIO ARTS, INC., GBTV, LLC,)
PREMIERE RADIO NETWORKS, INC.)
TURNER SPORTS INTERACTIVE, INC.,)
And TURNER DIGITAL BASKETBALL)
SERVICES, INC.

Defendants.

**PLAINTIFF'S FIFTH AMENDED COMPLAINT
FOR PATENT INFRINGEMENT AND JURY DEMAND**

Pursuant to Defendants' written consent,¹ Plaintiff Front Row Technologies, LLC ("Front Row Technologies") files this Fifth Amended Complaint for patent infringement against Defendants NBA Media Ventures, LLC, MLB Advanced Media, L.P., Mercury Radio Arts, Inc., GBTV, LLC, Premiere Radio Networks, Inc., Turner Sports Interactive, Inc., and Turner Digital Basketball Services, Inc. (collectively the "Defendants"), and alleges as follows:

I. PARTIES

1. Plaintiff Front Row Technologies is a New Mexico limited liability company having its principal place of business at 117 Bryn Mawr Drive SE, Albuquerque, New Mexico 87106.

¹ See Dkt 286.

2. Defendant MLB Advanced Media, L.P. (“MLBAM”) is a Delaware limited partnership with its principal place of business located at 75 Ninth Ave, New York, New York 10011. MLBAM is in the business of broadcasting entertainment, news, and sporting events through electronic and wireless instrumentalities, the sale of electronic software for broadcasting sporting events through electronic and wireless instrumentalities, and/or the sale of electronic software for broadcasting sporting events through electronic and wireless instrumentalities in interstate commerce.

3. Defendant Mercury Radio Arts, Inc. (“Mercury”) is a New York corporation with its principal place of business located at 1133 Avenue of the Americas, 34th Floor, New York, New York 10036. Mercury is in the business of creating and distributing multi-platform, multimedia content and partners with various distributors for distribution of content.

4. Defendant GBTV, LLC (“GBTV”) is a New York limited liability corporation with its principal place of business located at 1133 Avenue of the Americas, 34th Floor, New York, New York 10036. GBTV is in the business of video production and entertainment and new content creation for distribution over the internet.

5. Defendant Premiere Radio Networks, Inc. (“Premiere”) is a Delaware corporation with its principal place of business located at 200 E. Basse Road, San Antonio, Texas 78209. Premiere is a national radio network that produces radio programming and services for radio stations, and distributes its own and various third-party radio programs to radio station affiliates throughout the world. Premiere also sells network radio advertising that is broadcasted on its various radio networks.

6. Defendant NBA Media Ventures, LLC (“NBAMV”) is a Delaware limited liability company with its principal place of business located at 450 Harmon Meadow Blvd., Secaucus, New Jersey 07094.

7. Turner Sports Interactive, Inc. (“TSI”) is a corporation organized and existing under the laws of the State of Georgia, with its principal place of business located at One CNN Center, Atlanta, Georgia 30303. TSI is in the business of broadcasting sporting events through electronic and wireless instrumentalities in interstate commerce and specifically does so in the State of New Mexico.

8. Turner Digital Basketball Services, Inc. (“TDBS”) is a corporation organized and existing under the laws of the State of Georgia, with its principal place of business located at One CNN Center, Atlanta, Georgia 30303. TDBS is in the business of broadcasting sporting events through electronic and wireless instrumentalities in interstate commerce and specifically does so in the State of New Mexico.

II. JURISDICTION AND VENUE

9. This action arises under the patent laws of the United States, Title 35 of the United States Code. The Court’s jurisdiction over this action is proper under the above statutes, including 35 U.S.C. § 271 *et seq.*, and 28 U.S.C. §§ 1331 and 1338(a).

10. Personal jurisdiction exists over all Defendants because they have all consented to the jurisdiction of this Court by answering and asserting counterclaims.

11. Venue is proper in this Court under 28 U.S.C. § 1391 and 28 U.S.C. § 1400(b).

III. INFRINGEMENT OF UNITED STATES PATENTS

12. Plaintiff Front Row Technologies is the owner of all rights, title and interest in and under United States Patent No. 8,086,184 (“’184 patent”), titled “Transmitting Sports and

Entertainment Data to Wireless Hand Held Devices over a Telecommunications Network,” which duly and legally issued on December 27, 2011.

13. Plaintiff Front Row Technologies is the owner of all rights, title and interest in and under United States Patent No. 8,270,895 (“’895 patent”), titled “Transmitting Sports and Entertainment Data to Wireless Hand Held Devices over a Telecommunications Network,” which duly and legally issued on September 18, 2012.

14. Plaintiff Front Row Technologies is the owner of all rights, title and interest in and under United States Patent No. 7,812,856 (“’856 patent”), titled “Providing Multiple Perspectives of a Venue Activity to Electronic Wireless Hand Held Devices,” which duly and legally issued on October 12, 2010.

15. Plaintiff Front Row Technologies is the owner of all rights, title and interest in and under United States Patent No. 8,401,460 (“’460 patent”), titled “Transmitting Sports and Entertainment Data to Wireless Hand Held Devices over a Telecommunications Network,” which duly and legally issued on March 19, 2013.

16. Plaintiff Front Row Technologies is the owner of all rights, title and interest in and under United States Patent No. 8,583,027 (“’027 patent”), titled “Methods and Systems for Authorizing Computing Devices for Receipt of Venue-Based Data Based on the Location of a User,” which duly and legally issued on November 12, 2013.

17. The ’184 patent is valid and enforceable.

18. The ’895 patent is valid and enforceable.

19. The ’856 patent is valid and enforceable.

20. The ’460 patent is valid and enforceable.

21. The ’027 patent is valid and enforceable.

22. All requirements under 35 U.S.C. § 287 have been satisfied with respect to the '184 patent, the '895 patent, the '856 patent, the '460 patent, and the '027 patent.

IV. CLAIM ONE - INFRINGEMENT OF THE '184 PATENT

23. Front Row Technologies incorporates by reference all paragraphs above as though fully repeated herein.

24. Defendant MLBAM has been and continues to directly infringe claims 1-6, 9-10, 12-20 of the '184 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: At Bat mobile application, MLB.TV, Postseason.TV, MiLB.TV, MiLB application, NHL.TV,² and WWE Network.³

25. Defendant MLBAM has been and continues to indirectly infringe the '184 patent under 35 U.S.C. § 271(b). First, upon information and belief, MLBAM has had knowledge of the '184 patent since the date it issued because MLBAM has been actively monitoring Front Row Technologies' patent portfolio since at least May 4, 2010, which is the date the Original Complaint was filed in this case (Dkt. 1). For example, MLBAM has cited to the '162 Patent—which is owned by Front Row Technologies—in at least two Information Disclosure Statements ("IDS") submitted to the USPTO. The first IDS was dated December 22, 2011 and filed as part of the *ex parte* reexamination for patent number 7,486,943 (Control No. 90/009,979). The second IDS was dated October 29, 2012 and filed as part of the *ex parte* reexamination for patent number 7,929,954 (Control No. 90/012,391). These actions create a reasonable presumption that MLBAM has proactively searched for patents owned by Front

² NHL.TV is intended to mean all products that allow streaming of NHL games onto an iPhone, iPod, or iPad that are provided by MLBAM.

³ WWE Network is intended to mean all products that allow streaming of WWE-related content onto an iPhone, iPod, or iPad that are provided by MLBAM.

Row Technologies and analyzed them as part of its ongoing duty of disclosure to the USPTO in connection with the aforementioned reexaminations and/or in connection with this lawsuit. Second, MLBAM performs, or has performed, the majority of the steps of the methods claimed in the '184 patent by providing its online video streaming technology that allows wireless streaming of venue-based data onto handheld devices. And third, MLBAM has knowingly induced its customers to perform any remaining steps of the method claims of the '184 patent by creating and providing applications—such as At Bat—with the specific intent that these applications be used by its customers to access venue-based data on iOS and Android devices.

26. Defendants Mercury, GBTV, and Premiere (collectively the “Beck Defendants”) have been and continue to directly infringe claims 1-4, 6, 9-10, 12-15, 17-20 of the '184 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: TheBlaze TV, TheBlaze TV Plus.

27. The Beck Defendants have been and continue to indirectly infringe the '184 patent under 35 U.S.C. § 271(b) because (1) the Beck Defendants have known of the '184 patent since at least the date Plaintiff's Fourth Amended Complaint was filed, (2) the Beck Defendants perform, or have performed, the majority of the steps of the methods claimed in the '184 patent by providing wireless streaming of venue-based data onto handheld devices, and (3) the Beck Defendants have knowingly induced their customers to perform any remaining steps of the method claims of the '184 patent by creating and providing applications—such as TheBlaze TV—with the specific intent that these applications be used by its customers to access streaming venue-based data on iOS and Android devices.

28. Defendant NBAMV has been and continues to directly infringe claims 1-6, 9-10, 12-20 of the '184 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: NBA League Pass Mobile, NBA League Pass Broadband, NBA Summer League, NBA League Pass Broadband, and NBA Game Time.

29. NBAMV has been and continues to indirectly infringe the '184 patent under 35 U.S.C. § 271(b) because (1) NBAMV has known of the '184 patent since at least the date Plaintiff's Fourth Amended Complaint was filed, (2) NBAMV performs, or has performed, the majority of the steps of the methods claimed in the '184 patent by providing wireless streaming of venue-based data onto handheld devices, and (3) NBAMV has knowingly induced their customers to perform any remaining steps of the method claims of the '184 patent by creating and providing applications—such as NBA League Pass Mobile—with the specific intent that these applications be used by its customers to access streaming venue-based data on iOS and Android devices.

30. Defendants TSI and TDBS (collectively the “Turner Defendants”) have been and continue to directly infringe claims 1-6, 9-10, 12-20 of the '184 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: NCAA Sports application, PGA Championship application, PGA Tour application, NBA League Pass Mobile, NBA League Pass Broadband, NBA Summer League, NBA League Pass Broadband, and NBA Game Time.

31. The Turner Defendants have been and continue to indirectly infringe the '184 patent under 35 U.S.C. § 271(b) because (1) the Turner Defendants have known of the '184 patent since at least July 10, 2013, (2) the Turner Defendants perform, or have performed, the

majority of the steps of the methods claimed in the '184 patent by providing wireless streaming of venue-based data onto handheld devices, and (3) the Turner Defendants have knowingly induced their customers to perform any remaining steps of the method claims of the '184 patent by creating and providing applications—such as the NCAA Sports application—with the specific intent that these applications be used by its customers to access streaming venue-based data on iOS and Android devices.

32. Defendants have at no time, either expressly or impliedly, been licensed under the '184 patent.

33. Plaintiff Front Row Technologies has no adequate remedy at law against Defendants' acts of patent infringement. Unless Defendants are permanently enjoined from their unlawful and willful infringement of the '184 patent, Front Row Technologies will suffer irreparable harm.

34. As a direct and proximate result of Defendants' acts of patent infringement, Front Row Technologies has been and continues to be injured, and has sustained and will continue to sustain substantial damages. Under 35 U.S.C. § 281, Plaintiff Front Row Technologies shall have a remedy for Defendants' infringement of the '184 patent by virtue of this lawsuit, and shall be entitled to an award of damages adequate to compensate for Defendants' infringement of the '184 patent; but in no event, less than a reasonable royalty for the use and/or sale of its invention made by Defendants, together with interest and costs as fixed by the court under 35 U.S.C. § 284.

V. CLAIM TWO - INFRINGEMENT OF THE '895 PATENT

35. Front Row Technologies incorporates by reference all paragraphs above as though fully repeated herein.

36. Defendant MLBAM has been and continues to directly infringe claims 1-20 of the '895 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: At Bat mobile application, MLB.TV, Postseason.TV, MiLB.TV, MiLB application, NHL.TV,⁴ and WWE Network.⁵

37. Defendant MLBAM has been and continues to indirectly infringe the '895 patent under 35 U.S.C. § 271(b). First, upon information and belief, MLBAM has had knowledge of the '895 patent since the date it issued because MLBAM has been actively monitoring Front Row Technologies' patent portfolio since at least May 4, 2010, which is the date the Original Complaint was filed in this case (Dkt. 1). For example, MLBAM has cited to the '162 Patent—which is owned by Front Row Technologies—in at least two Information Disclosure Statements (“IDS”) submitted to the USPTO. The first IDS was dated December 22, 2011 and filed as part of the *ex parte* reexamination for patent number 7,486,943 (Control No. 90/009,979). The second IDS was dated October 29, 2012 and filed as part of the *ex parte* reexamination for patent number 7,929,954 (Control No. 90/012,391). These actions create a reasonable presumption that MLBAM has proactively searched for patents owned by Front Row Technologies and analyzed them as part of its ongoing duty of disclosure to the USPTO in connection with the aforementioned reexaminations and/or in connection with this lawsuit. Second, MLBAM performs, or has performed, the majority of the steps of the methods claimed in the '895 patent by providing its online video streaming technology that allows wireless streaming of venue-based data onto handheld devices. And third, MLBAM has knowingly induced its customers to perform any remaining steps of the method claims of the

⁴ NHL.TV is intended to mean all products that allow streaming of NHL games onto an iPhone, iPod, or iPad that are provided by MLBAM.

⁵ WWE Network is intended to mean all products that allow streaming of WWE- related content onto an iPhone, iPod, or iPad that are provided by MLBAM.

'895 patent by creating and providing applications—such as At Bat—with the specific intent that these applications be used by its customers to access venue-based data on iOS and Android devices.

38. The Beck Defendants have been and continue to directly infringe claims 1-20 of the '895 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: TheBlaze TV, TheBlaze TV Plus.

39. The Beck Defendants have been and continue to indirectly infringe the '895 patent under 35 U.S.C. § 271(b) because (1) the Beck Defendants have known of the '895 patent since at least the date Plaintiff's Fourth Amended Complaint was filed, (2) the Beck Defendants perform, or have performed, the majority of the steps of the methods claimed in the '895 patent by providing wireless streaming of venue-based data onto handheld devices, and (3) the Beck Defendants have knowingly induced their customers to perform any remaining steps of the method claims of the '895 patent by creating and providing applications—such as TheBlaze TV—with the specific intent that these applications be used by its customers to access streaming venue-based data on iOS and Android devices.

40. Defendant NBAMV has been and continues to directly infringe claims 1-20 of the '895 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: NBA League Pass Mobile, NBA League Pass Broadband, NBA Summer League, NBA League Pass Broadband, and NBA Game Time.

41. NBAMV has been and continues to indirectly infringe the '895 patent under 35 U.S.C. § 271(b) because (1) NBAMV has known of the '895 patent since at least the date Plaintiff's

Fourth Amended Complaint was filed, (2) NBAMV performs, or has performed, the majority of the steps of the methods claimed in the '895 patent by providing wireless streaming of venue-based data onto handheld devices, and (3) NBAMV has knowingly induced their customers to perform any remaining steps of the method claims of the '895 patent by creating and providing applications—such as NBA League Pass Mobile—with the specific intent that these applications be used by its customers to access streaming venue-based data on iOS and Android devices.

42. The Turner Defendants have been and continue to directly infringe claims 1-20 of the '895 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: NCAA Sports application, PGA Championship application, PGA Tour application, NBA League Pass Mobile, NBA League Pass Broadband, NBA Summer League, NBA League Pass Broadband, and NBA Game Time.

43. The Turner Defendants have been and continue to indirectly infringe the '895 patent under 35 U.S.C. § 271(b) because (1) the Turner Defendants have known of the '895 patent since at least July 10, 2013, (2) the Turner Defendants perform, or have performed, the majority of the steps of the methods claimed in the '895 patent by providing wireless streaming of venue-based data onto handheld devices, and (3) the Turner Defendants have knowingly induced their customers to perform any remaining steps of the method claims of the '895 patent by creating and providing applications—such as the NCAA Sports application—with the specific intent that these applications be used by its customers to access streaming venue-based data on iOS and Android devices.

44. Defendants have at no time, either expressly or impliedly, been licensed under the '895 patent.

45. Plaintiff Front Row Technologies has no adequate remedy at law against Defendants' acts of patent infringement. Unless Defendants are permanently enjoined from their unlawful and willful infringement of the '895 patent, Front Row Technologies will suffer irreparable harm.

46. As a direct and proximate result of Defendants' acts of patent infringement, Front Row Technologies has been and continues to be injured, and has sustained and will continue to sustain substantial damages. Under 35 U.S.C. § 281, Plaintiff Front Row Technologies shall have a remedy for Defendants' infringement of the '895 patent by virtue of this lawsuit, and shall be entitled to an award of damages adequate to compensate for Defendants' infringement of the '895 patent; but in no event, less than a reasonable royalty for the use and/or sale of its invention made by Defendants, together with interest and costs as fixed by the court under 35 U.S.C. § 284.

VI. CLAIM THREE - INFRINGEMENT OF THE '856 PATENT

47. Front Row Technologies incorporates by reference all paragraphs above as though fully repeated herein.

48. Defendant MLBAM has been and continues to directly infringe claim 15 of the '856 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: At Bat mobile application, MLB.TV, Postseason.TV, MiLB.TV, MiLB application, and NHL.TV.⁶

⁶ NHL.TV is intended to mean all products that allow streaming of NHL games onto an iPhone, iPod, or iPad that are provided by MLBAM.

49. Defendant MLBAM has been and continues to indirectly infringe the '856 patent under 35 U.S.C. § 271(b). First, upon information and belief, MLBAM has had knowledge of the '856 patent since the date it issued because MLBAM has been actively monitoring Front Row Technologies' patent portfolio since at least May 4, 2010, which is the date the Original Complaint was filed in this case (Dkt. 1). For example, MLBAM has cited to the '162 Patent—which is owned by Front Row Technologies—in at least two Information Disclosure Statements (“IDS”) submitted to the USPTO. The first IDS was dated December 22, 2011 and filed as part of the *ex parte* reexamination for patent number 7,486,943 (Control No. 90/009,979). The second IDS was dated October 29, 2012 and filed as part of the *ex parte* reexamination for patent number 7,929,954 (Control No. 90/012,391). These actions create a reasonable presumption that MLBAM has proactively searched for patents owned by Front Row Technologies and analyzed them as part of its ongoing duty of disclosure to the USPTO in connection with the aforementioned reexaminations and/or in connection with this lawsuit. Second, MLBAM performs, or has performed, the majority of the steps of the methods claimed in the '856 patent by providing its online video streaming technology that allows wireless streaming of venue-based data onto handheld devices. And third, MLBAM has knowingly induced its customers to perform any remaining steps of the method claims of the '856 patent by creating and providing applications—such as At Bat—with the specific intent that these applications be used by its customers to access venue-based data on iOS and Android devices.

50. MLBAM has at no time, either expressly or impliedly, been licensed under the '856 patent.

51. Plaintiff Front Row Technologies has no adequate remedy at law against MLBAM's acts of patent infringement. Unless MLBAM is permanently enjoined from its unlawful and willful infringement of the '856 patent, Front Row Technologies will suffer irreparable harm.

52. As a direct and proximate result of MLBAM's acts of patent infringement, Front Row Technologies has been and continues to be injured, and has sustained and will continue to sustain substantial damages. Under 35 U.S.C. § 281, Plaintiff Front Row Technologies shall have a remedy for MLBAM's infringement of the '856 patent by virtue of this lawsuit, and shall be entitled to an award of damages adequate to compensate for MLBAM's infringement of the '856 patent; but in no event, less than a reasonable royalty for the use and/or sale of its invention made by MLBAM, together with interest and costs as fixed by the court under 35 U.S.C. § 284.

VII. CLAIM FOUR - INFRINGEMENT OF THE '460 PATENT

53. Plaintiff Front Row Technologies incorporates by reference all paragraphs above as though fully repeated herein.

54. Defendant MLBAM has been and continues to directly infringe claims 1-20 of the '460 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: At Bat mobile application, MLB.TV, Postseason.TV, MiLB.TV, MiLB application, NHL.TV,⁷ and WWE Network.⁸

55. Defendant MLBAM has been and continues to indirectly infringe the '460 patent under 35 U.S.C. § 271(b). First, upon information and belief, MLBAM has had knowledge of the '460 patent since the date it issued because MLBAM has been actively monitoring Front Row

⁷ NHL.TV is intended to mean all products that allow streaming of NHL games onto an iPhone, iPod, or iPad that are provided by MLBAM.

⁸ WWE Network is intended to mean all products that allow streaming of WWE- related content onto an iPhone, iPod, or iPad that are provided by MLBAM.

Technologies' patent portfolio since at least May 4, 2010, which is the date the Original Complaint was filed in this case (Dkt. 1). For example, MLBAM has cited to the '162 Patent—which is owned by Front Row Technologies—in at least two Information Disclosure Statements (“IDS”) submitted to the USPTO. The first IDS was dated December 22, 2011 and filed as part of the *ex parte* reexamination for patent number 7,486,943 (Control No. 90/009,979). The second IDS was dated October 29, 2012 and filed as part of the *ex parte* reexamination for patent number 7,929,954 (Control No. 90/012,391). These actions create a reasonable presumption that MLBAM has proactively searched for patents owned by Front Row Technologies and analyzed them as part of its ongoing duty of disclosure to the USPTO in connection with the aforementioned reexaminations and/or in connection with this lawsuit. Second, MLBAM performs, or has performed, the majority of the steps of the methods claimed in the '460 patent by providing its online video streaming technology that allows wireless streaming of venue-based data onto handheld devices. And third, MLBAM has knowingly induced its customers to perform any remaining steps of the method claims of the '460 patent by creating and providing applications—such as At Bat—with the specific intent that these applications be used by its customers to access venue-based data on iOS and Android devices.

56. The Beck Defendants have been and continue to directly infringe claims 1-6, 8, and 10-19 of the '460 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: TheBlaze TV and TheBlaze TV Plus.

57. The Beck Defendants have been and continue to indirectly infringe the '460 patent under 35 U.S.C. § 271(b) because (1) the Beck Defendants have known of the '460 patent since

at least the date Plaintiff's Fourth Amended Complaint was filed, (2) the Beck Defendants perform, or have performed, the majority of the steps of the methods claimed in the '460 patent by providing wireless streaming of venue-based data onto handheld devices, and (3) the Beck Defendants have knowingly induced their customers to perform any remaining steps of the method claims of the '460 patent by creating and providing applications—such as TheBlaze TV—with the specific intent that these applications be used by its customers to access streaming venue-based data on iOS and Android devices.

58. Defendant NBAMV has been and continues to directly infringe claims 1-20 of the '460 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: NBA League Pass Mobile, NBA League Pass Broadband, NBA Summer League, NBA League Pass Broadband, and NBA Game Time.

59. NBAMV has been and continues to indirectly infringe the '460 patent under 35 U.S.C. § 271(b) because (1) NBAMV has known of the '460 patent since at least the date Plaintiff's Fourth Amended Complaint was filed, (2) NBAMV performs, or has performed, the majority of the steps of the methods claimed in the '460 patent by providing wireless streaming of venue-based data onto handheld devices, and (3) NBAMV has knowingly induced their customers to perform any remaining steps of the method claims of the '460 patent by creating and providing applications—such as NBA League Pass Mobile—with the specific intent that these applications be used by its customers to access streaming venue-based data on iOS and Android devices.

60. The Turner Defendants have been and continue to directly infringe claims 1-20 of the '460 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or

importing in or into the United States, without authority the following products: NCAA Sports application, PGA Championship application, PGA Tour application, NBA League Pass Mobile, NBA League Pass Broadband, NBA Summer League, NBA League Pass Broadband, and NBA Game Time.

61. The Turner Defendants have been and continue to indirectly infringe the '460 patent under 35 U.S.C. § 271(b) because (1) the Turner Defendants have known of the '460 patent since at least July 10, 2013, (2) the Turner Defendants perform, or have performed, the majority of the steps of the methods claimed in the '460 patent by providing wireless streaming of venue-based data onto handheld devices, and (3) the Turner Defendants have knowingly induced their customers to perform any remaining steps of the method claims of the '460 patent by creating and providing applications—such as the NCAA Sports application—with the specific intent that these applications be used by its customers to access streaming venue-based data on iOS and Android devices.

62. Defendants have at no time, either expressly or impliedly, been licensed under the '460 patent.

63. Plaintiff Front Row Technologies has no adequate remedy at law against Defendants' acts of patent infringement. Unless Defendants are permanently enjoined from their unlawful and willful infringement of the '460 patent, Front Row Technologies will suffer irreparable harm.

64. As a direct and proximate result of Defendants' acts of patent infringement, Front Row Technologies has been and continues to be injured, and has sustained and will continue to sustain substantial damages. Under 35 U.S.C. § 281, Plaintiff Front Row Technologies shall have a remedy for Defendants' infringement of the '460 patent by virtue of this lawsuit, and

shall be entitled to an award of damages adequate to compensate for Defendants' infringement of the '460 patent; but in no event, less than a reasonable royalty for the use and/or sale of its invention made by Defendants, together with interest and costs as fixed by the court under 35 U.S.C. § 284.

VIII. CLAIM FIVE - INFRINGEMENT OF THE '027 PATENT

65. Plaintiff Front Row Technologies incorporates by reference all paragraphs above as though fully repeated herein.

66. Defendant MLBAM has been and continues to directly infringe claims 1, 3, 4, 7, 9, 10 of the '027 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: At Bat mobile application, MLB.TV, Postseason.TV, MiLB.TV, MiLB application, and NHL.TV.⁹

67. Defendant MLBAM has been and continues to indirectly infringe the '027 patent under 35 U.S.C. § 271(b). First, upon information and belief, MLBAM has had knowledge of the '027 patent since the date it issued because MLBAM has been actively monitoring Front Row Technologies' patent portfolio since at least May 4, 2010, which is the date the Original Complaint was filed in this case (Dkt. 1). For example, MLBAM has cited to the '162 Patent—which is owned by Front Row Technologies—in at least two Information Disclosure Statements ("IDS") submitted to the USPTO. The first IDS was dated December 22, 2011 and filed as part of the *ex parte* reexamination for patent number 7,486,943 (Control No. 90/009,979). The second IDS was dated October 29, 2012 and filed as part of the *ex parte* reexamination for patent number 7,929,954 (Control No. 90/012,391). These actions create a reasonable presumption that MLBAM has proactively searched for patents owned by Front

⁹ NHL.TV is intended to mean all products that allow streaming of NHL games onto an iPhone, iPod, or iPad that are provided by MLBAM.

Row Technologies and analyzed them as part of its ongoing duty of disclosure to the USPTO in connection with the aforementioned reexaminations and/or in connection with this lawsuit. Second, MLBAM performs, or has performed, the majority of the steps of the methods claimed in the '027 patent by providing its online video streaming technology that allows wireless streaming of venue-based data onto handheld devices. And third, MLBAM has knowingly induced its customers to perform any remaining steps of the method claims of the '027 patent by creating and providing applications—such as At Bat—with the specific intent that these applications be used by its customers to access venue-based data on iOS and Android devices.

68. Defendant NBAMV has been and continues to directly infringe claims 1, 3, 4, 7, 9, 10 of the '027 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: NBA League Pass Mobile, NBA League Pass Broadband, NBA Summer League, NBA League Pass Broadband, and NBA Game Time.

69. NBAMV has been and continues to indirectly infringe the '027 patent under 35 U.S.C. § 271(b) because (1) NBAMV has known of the '027 patent since at least the date Plaintiff's Fourth Amended Complaint was filed, (2) NBAMV performs, or has performed, the majority of the steps of the methods claimed in the '027 patent by providing wireless streaming of venue-based data onto handheld devices, and (3) NBAMV has knowingly induced their customers to perform any remaining steps of the method claims of the '027 patent by creating and providing applications—such as NBA League Pass Mobile—with the specific intent that these applications be used by its customers to access streaming venue-based data on iOS and Android devices.

70. The Turner Defendants have been and continue to directly infringe claims 1, 3, 4, 7, 9, 10 of the '027 patent in violation of § 271(a) by making, using, offering for sale, selling, and/or importing in or into the United States, without authority the following products: NCAA Sports application, PGA Championship application, PGA Tour application, NBA League Pass Mobile, NBA League Pass Broadband, NBA Summer League, NBA League Pass Broadband, and NBA Game Time.

71. The Turner Defendants have been and continue to indirectly infringe the '027 patent under 35 U.S.C. § 271(b) because (1) the Turner Defendants have known of the '027 patent since at least July 10, 2013, (2) the Turner Defendants perform, or have performed, the majority of the steps of the methods claimed in the '027 patent by providing wireless streaming of venue-based data onto handheld devices, and (3) the Turner Defendants have knowingly induced their customers to perform any remaining steps of the method claims of the '027 patent by creating and providing applications—such as the NCAA Sports application—with the specific intent that these applications be used by its customers to access streaming venue-based data on iOS and Android devices.

72. Defendants have at no time, either expressly or impliedly, been licensed under the '027 patent.

73. Plaintiff Front Row Technologies has no adequate remedy at law against Defendants' acts of patent infringement. Unless Defendants are permanently enjoined from their unlawful and willful infringement of the '027 patent, Front Row Technologies will suffer irreparable harm.

74. As a direct and proximate result of Defendants' acts of patent infringement, Front Row Technologies has been and continues to be injured, and has sustained and will continue to

sustain substantial damages. Under 35 U.S.C. § 281, Plaintiff Front Row Technologies shall have a remedy for Defendants' infringement of the '027 patent by virtue of this lawsuit, and shall be entitled to an award of damages adequate to compensate for Defendants' infringement of the '027 patent; but in no event, less than a reasonable royalty for the use and/or sale of its invention made by Defendants, together with interest and costs as fixed by the court under 35 U.S.C. § 284.

IX. SUMMARY OF ASSERTED CLAIMS

75. The table below summarizes the patent claims asserted against each accused product:¹⁰

Accused Products	Claims of each patent asserted against each Accused Product				
	8,086,184	8,270,895	7,812,856	8,401,460	8,583,027
At Bat mobile application, MLB.TV, Postseason.TV, MiLB.TV, MiLB application	1-6, 9-10, 12-20	1-20	15	1-20	1, 3, 4, 7, 9, 10
NHL.TV	1-6, 9-10, 12-20		15		1, 3, 4, 7, 9, 10
WWE Network	1-6, 9-10, 12-20				
NBA League Pass Mobile, NBA League Pass Broadband, NBA Summer League, NBA League Pass Broadband, NBA Game Time	1-6, 9-10, 12-20	1-20		1-20	1, 3, 4, 7, 9, 10
NCAA Sports application, PGA Championship application, PGA Tour application	1-6, 9-20	1-20		1-20	1, 3, 4, 7, 9, 10
TheBlaze TV, TheBlaze TV Plus	1-4, 6, 9-10, 12-15, 17-20	1-20		1-6, 8, 10-19	

¹⁰ To the extent this table deviates in any way from the text of Claims 1-5 listed above the text of Claims 1-5 control. This table is merely provided as a convenient summary of the patent claims asserted in the Fifth Amended Complaint.

X. PRAYER FOR RELIEF

Plaintiff Front Row Technologies, LLC respectfully requests that judgment be entered in its favor against Defendants; and respectfully requests that this Court grant it the following relief:

a) Declare Plaintiff Front Row Technologies, LLC exclusively owns the '184 patent, the '895 patent, the '856 patent, the '460 patent, and the '027 patent;

b) Declare the '184 patent, the '895 patent, the '856 patent, the '460 patent, and the '027 patent are valid and enforceable;

c) Declare that Defendants MLB Advanced Media, L.P., Mercury Radio Arts, Inc., GBTV, LLC, Premiere Radio Networks, Inc., NBA Media Ventures, LLC, Turner Sports Interactive, Inc., and Turner Digital Basketball Services, Inc. are each liable for past and present direct infringement, both literally and under the doctrine of equivalents, of the '184 patent, the '895 patent, and the '460 patent;

d) Declare that Defendant MLB Advanced Media, L.P. is liable for past and present direct infringement, both literally and under the doctrine of equivalents, of the '856 patent;

e) Declare that Defendants MLB Advanced Media, L.P., NBA Media Ventures, LLC, Turner Sports Interactive, Inc., and Turner Digital Basketball Services, Inc. are each liable for past and present direct infringement, both literally and under the doctrine of equivalents, of the '027 patent;

f) Declare that Defendants MLB Advanced Media, L.P., Mercury Radio Arts, Inc., GBTV, LLC, Premiere Radio Networks, Inc., NBA Media Ventures, LLC, Turner Sports

Interactive, Inc., and Turner Digital Basketball Services, Inc. have willfully infringed the '184 patent, the '895 patent, and the '460 patent;

g) Declare that Defendant MLB Advanced Media, L.P. has willfully infringed the '856 patent;

h) Declare that Defendants MLB Advanced Media, L.P., NBA Media Ventures, LLC, Turner Sports Interactive, Inc., and Turner Digital Basketball Services, Inc. have willfully infringed the '027 patent; and

i) Award all damages, interest, and other relief to Plaintiff Front Row Technologies, LLC to which it is entitled for Defendants' infringement of the '184 patent, the '895 patent, the '856 patent, the '460 patent, and the '027 patent.

XI. JURY DEMAND

In accordance with Federal Rules of Civil Procedure 38 and 39, Plaintiff Front Row Technologies, LLC asserts its rights under the Seventh Amendment of the United States Constitution and demands a trial by jury on all issues.

Dated: March 31, 2016

Respectfully submitted,

/s/ Christopher L. Evans

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CERTIFICATE OF SERVICE

I hereby certify that on this date I electronically filed the foregoing document with the clerk of the court for the United States District Court, District of New Mexico, on March 31, 2016, using the electronic case filing system of the court, and that service has been made on all counsel of record through the Court's e-filing system.

Dated: March 31, 2016

/s/ Christopher L. Evans
Christopher L. Evans