

**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:

BACKGROUND

1. This Complaint alleges Defendant infringed and continues to infringe the same Acceleration Bay Patents (defined below) at issue in *Acceleration Bay LLC v. Take-Two Interactive Software Inc.*, 1:15-cv-00282-RGA (D. Del.), filed on March 30, 2015. The Acceleration Bay Patents asserted here and in the previous case were assigned by the Boeing Company to Acceleration Bay. On June 3, 2016, the District Court issued an Order in the previous case finding that Acceleration Bay lacked prudential standing. 1:15-cv-00282-RGA, D.I. 143. Subsequent to that Order, Acceleration Bay and the Boeing Company entered into an Amended and Restated Patent Purchase Agreement resolving all of the issues identified by the District Court in its June 3, 2016 Order.

THE PARTIES

2. Acceleration Bay is a Delaware limited liability corporation, with its principal place of business at 370 Bridge Parkway, Redwood City, California 94065.

3. 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.

4. 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.

5. On information and belief, EA is a Delaware corporation with its principal place of business at 209 Redwood Shores Parkway, Redwood City, California 94065.

6. 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 and FIFA 16 (together, “FIFA”) (including, but not limited to Online Team Play, Online Friendlies, Online Seasons, Tournament Mode, and VOIP chat functionalities), NHL 15 and NHL 16 (together, “NHL”) (including, but not limited to Online Team Play, 6 v. 6 Online Team Play, Online Versus, Online Couch Co-op, and VOIP chat functionalities), Tiger Woods PGA Tour 14 and Rory McIlroy PGA Tour (together, “PGA”) (including, but not limited to Connected Tournament mode (including the 24 player Connected Tournaments), Online Head-to-Head (H2H) mode, Online Tournaments, Country Clubs, and VOIP chat functionalities), and Plants vs. Zombies: Garden Warfare and Plants vs. Zombies: Garden Warfare 2 (together “Plants vs. Zombies”) (including, but not limited to multiplayer modes Welcome Mat, Team Vanquish, Turf Takeover, Gardens & Graveyards, Garden Ops, Graveyard Ops, Backyard Battleground, Classic Mode, Mixed Mode, Gnome Bomb, Flag of Power, Vanquish Confirmed, Herbal Assault mode, and Suburbation).

JURISDICTION AND VENUE

7. 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.

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

9. This Court has personal jurisdiction over Defendant. Upon information and belief, Defendant does business in this District and has, and continues to, infringe 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

10. 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”).

11. 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.

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

13. 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.

14. 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.

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

16. 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.

17. 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.

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

19. 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.

20. 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.

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

22. 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.

23. 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.

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

25. 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.

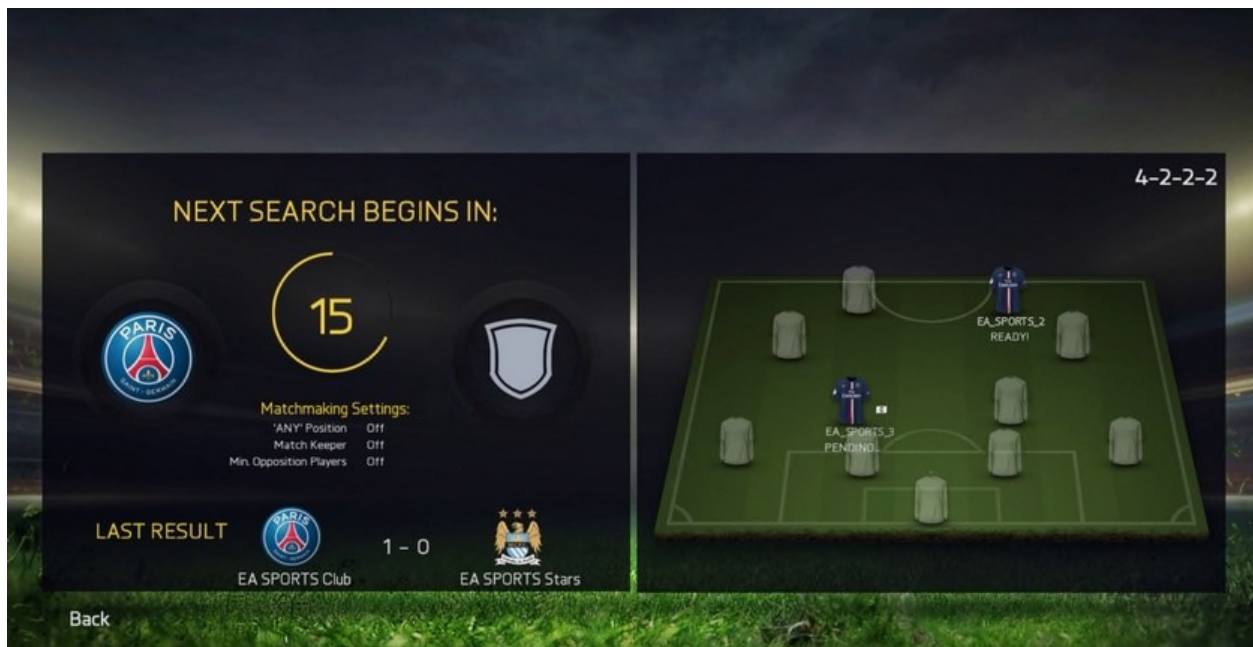
26. On July 19, 2005, U.S. Patent No. 6,920,497 ("the '497 Patent"), entitled CONTACTING A BROADCAST CHANNEL, was issued to Fred B. Holt and Virgil E. Bourassa. A true and correct copy of the '497 Patent is attached to this Complaint as Exhibit 6 and is incorporated by reference herein.

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

28. 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

29. **FIFA**: Acceleration Bay is informed and believes that FIFA 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'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.](https://www.easports.com/fifa/news/2014/fifa-15-pro-clubs-and-other-modes)

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

31. 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's gaming environment:



<http://fifasoccerblog.com/blog/fifa-15-mode-improvements-revealed/fifa-15-pro-clubs-splash/#main>; *see also*



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





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

32. Acceleration Bay is also informed and believes that FIFA 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/>.

33. Acceleration Bay is informed and believes that FIFA 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.

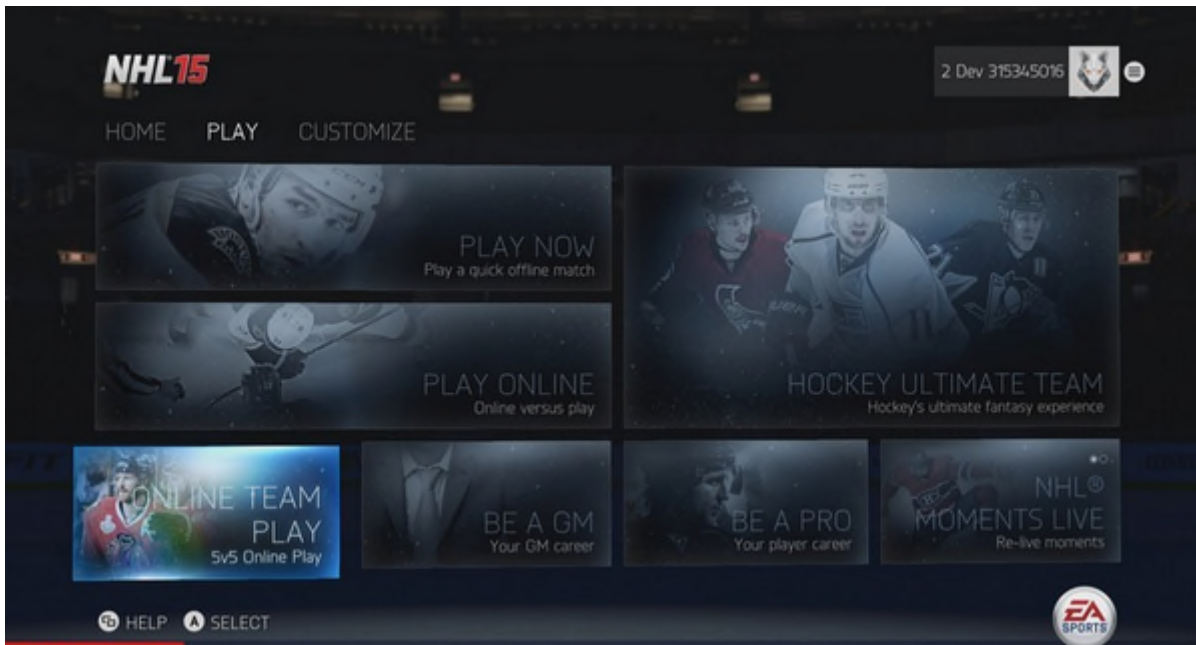
We've noticed that players with their routers set to use Internet Protocol version 6, or IPv6, for their connections tend to have compatibility issues with players using the more common IPv4.

- 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/>.

34. **NHL:** Acceleration Bay is informed and believes that NHL 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's gaming environment as individual players in 5 vs. 5 online gameplay.



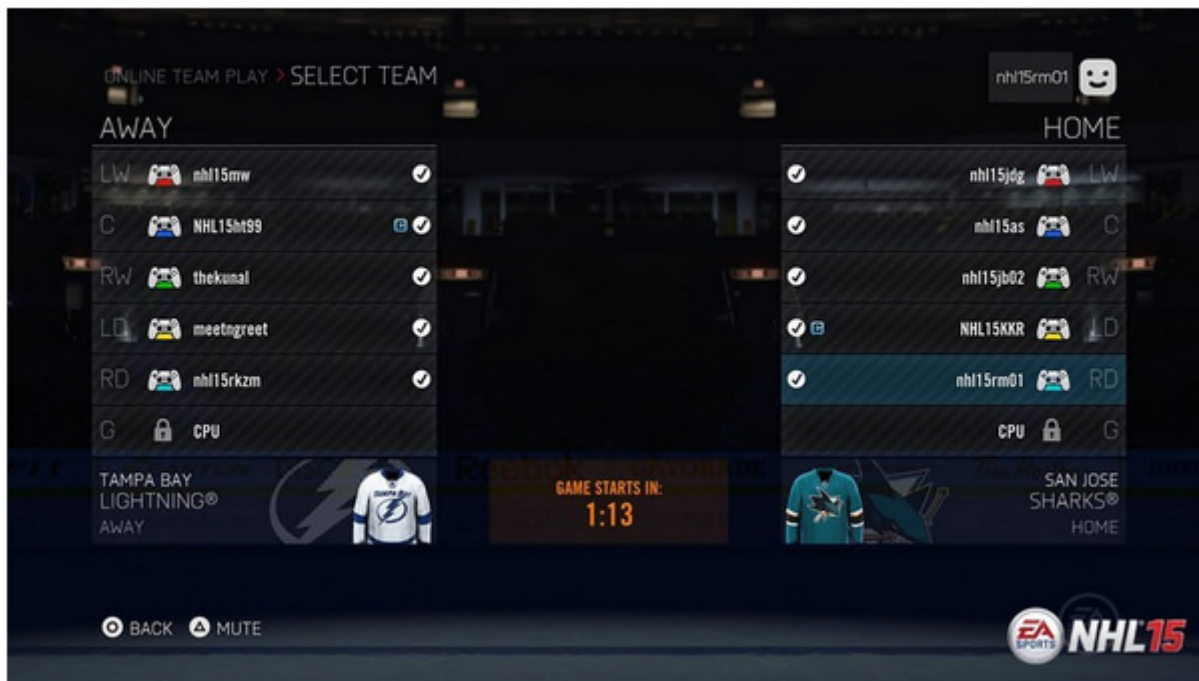
<https://www.easports.com/nhl/news/2014/nhl-15-game-notes;>

[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/)

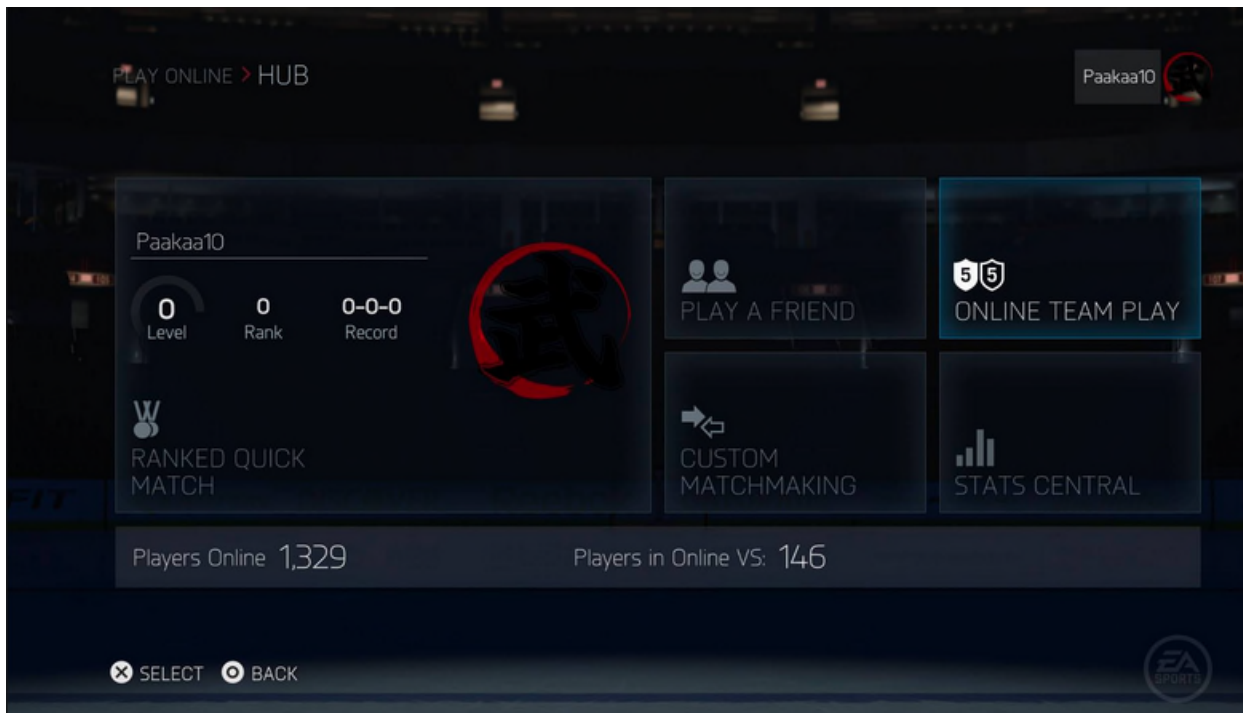
35. Acceleration Bay is informed and believes that NHL products and related services utilize the network technology claimed in the Acceleration Bay Patents to perform many functionalities within its gaming environment.

36. These products and services include, but are not limited to, NHL's Online Team Play mode, which allows individual players from different locations to interact and communicate with each other inside NHL'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=0rYI94QBPtM>.

37. **PGA:** Acceleration Bay is informed and believes that PGA 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 PGA's gaming environment as individual players in up to 24 player Connected Tournaments.

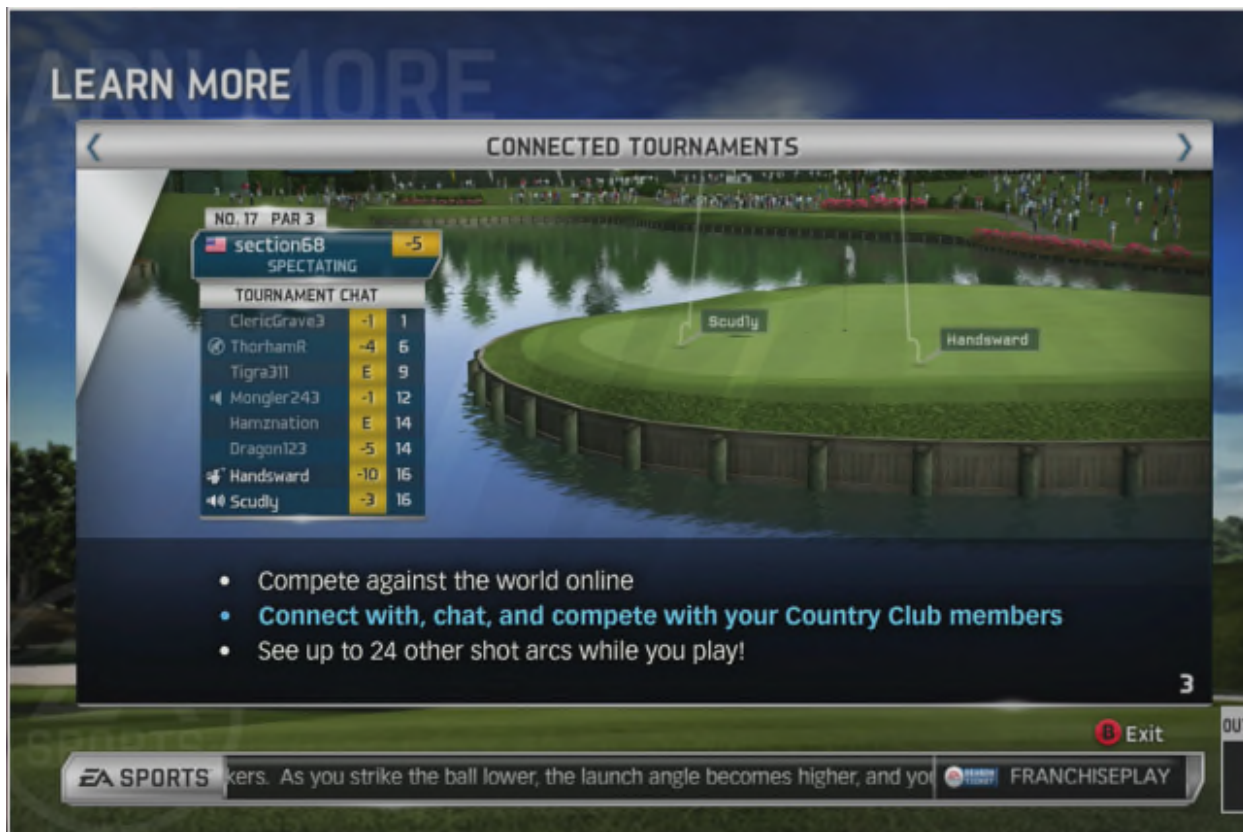
CONNECTED TOURNAMENTS
In Live Tournaments, players from across the world compete for top of the leaderboards in 1 Round or 4 Round events.
You can now play simultaneously with up to 24 other players, and watch ball arcs fly through the air as you play. You can also voice chat with anyone playing the tournament or with members of your Country Club.
During active pro tournaments, the Play the Pros option is available, and players are allowed to compete alongside actual pros.

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).

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

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





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


40. **Plants vs. Zombies**: Acceleration Bay is informed and believes that Plants vs. Zombies products utilize the network technology claimed in the Acceleration Bay Patents to perform multiple functionalities including multiplayer modes Welcome Mat, Team Vanquish, Turf Takeover, Gardens & Graveyards, Garden Ops, Graveyard Ops, Backyard Battleground, Classic Mode, Mixed Mode, Gnome Bomb, Flag of Power, Vanquish Confirmed, Herbal Assault mode, and Suburbination. *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 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/;](http://www.playstationlifestyle.net/2014/08/22/plants-vs-zombies-garden-warfare-review-ps4/)

GAME FEATURES



The Backyard Battleground

Welcome to the biggest PvZ world yet. In your Backyard Battleground you can edit your character's abilities and customizations, choose quests, jump into co-op or multiplayer action modes, or invite up to 3 friends in to your backyard to start a party and take on AI - defeat a wave, and a more powerful wave will show up. You can also switch teams to challenge your friends!

24 player multiplayer & 4 player co-op

Choose from six online multiplayer game modes and two 4 player co-op modes. Play competitively or cooperatively as either the plants or zombies in the biggest, baddest battle for Suburbia.

14 Classes With Over 100 Playable Characters

4 new characters bring even more strategic depth to this all-out tactical battle with 14 total classes and over 100 playable plants and zombies from the past, present, and future.

More ways to play - Solo Play and Split-Screen

Go solo playing against AI opponents or locally in split-screen* co-op. Almost any mode in the game (no Xbox Live Gold or PS Plus memberships required).

12 All-New Maps

This struggle for Suburbia spans space and time with 12 all-new maps, each layered with hidden secrets waiting to be discovered.

*Split-Screen available for PlayStation 4 and Xbox One only.

<http://www.pvzgw2.com/>.

EA'S INFRINGEMENT OF ACCELERATION BAY'S PATENTS

41. 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, NHL, PGA, and Plants vs. Zombies.

COUNT I

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

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

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

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

45. 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.

46. 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, NHL, PGA, and Plants vs. Zombies, which embody the patented invention of the '344 Patent.

47. Defendant's FIFA products infringe the '344 Patent through, at minimum, its Pro Club mode, 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. By way of example, and not limitation, a claim chart further describing how FIFA infringes at least one claim of the '344 Patent is attached hereto as Exhibit 8 and incorporated by reference.

48. Defendant's NHL products infringe the '344 Patent through, at minimum, its Online Team Play mode, 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. By way of example, and not limitation, a claim chart further describing how NHL infringes at least one claim of the '344 Patent is attached hereto as Exhibit 9 and incorporated by reference.

49. Defendant's PGA products infringe the '344 Patent through, at minimum, its Connected Tournaments mode, 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. By way of example, and not limitation, a claim chart further describing how PGA infringes at least one claim of the '344 Patent is attached hereto as Exhibit 10 and incorporated by reference.

50. Defendant's Plants vs. Zombies products infringe the '344 Patent through, at minimum, its multiplayer modes, which allow 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. By way of example, and not limitation, a claim chart further describing how Plants vs. Zombies infringes at least one claim of the '344 Patent is attached hereto as Exhibit 11 and incorporated by reference.

51. 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.

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

53. Defendant's infringement of the '344 Patent is willful, as Defendant has been fully aware of the '344 Patent, and the fact that its products infringe the '344 Patent, for more than one year. On March 30, 2015, Acceleration Bay filed a complaint against Defendant alleging, *inter alia*, that the following products infringe the '344 Patent: "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)... 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)."

Acceleration Bay LLC v. Electronic Arts Inc., 1:15-cv-00282-RGA, Dkt. No. 1. Moreover, Acceleration Bay served an Identification of Accused Products and Patents on Defendant on November 2, 2015, which identified FIFA 15, FIFA 16, NHL 15, NHL 16, Tiger Woods PGA Tour 14, Rory McIlroy PGA Tour, and Plants v. Zombies as accused products, and claim charts detailing the manner in which all of the accused products infringe the '344 Patent on March 2, 2016. Acceleration Bay served supplemental claim charts on Defendant, detailing the manner in which Plants v. Zombies: Garden Warfare 2 infringes the '344 Patent, on March 25, 2016. Despite this knowledge of the '344 Patent and of its infringement, Defendant continues to manufacture, use, sale, import and/or offer for sale its FIFA, NHL, PGA, and Plants v. Zombies products. As such, Defendant has acted recklessly and continues to willfully, wantonly, and

deliberately engage in acts of infringement of the '344 Patent, warranting an award to Acceleration Bay of enhanced damages under 35 U.S.C. § 284, and attorneys' fees and costs incurred under 35 U.S.C. § 285.

COUNT II

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

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

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

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

57. 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.

58. 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, NHL, PGA, and Plants vs. Zombies, which embody the patented invention of the '966 Patent.

59. Defendant's FIFA products infringe the '966 Patent through, at minimum, its Pro Club mode, 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. By way of example, and not limitation, a claim chart further describing how FIFA infringes at least one claim of the '966 Patent is attached hereto as Exhibit 8 and incorporated by reference.

60. Defendant's NHL products infringe the '966 Patent through, at minimum, its Online Team Play mode, 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. By way of example, and not limitation, a claim chart further describing how NHL infringes at least one claim of the '966 Patent is attached hereto as Exhibit 9 and incorporated by reference.

61. Defendant's PGA products infringe the '966 Patent through, at minimum, its Connected Tournaments mode, 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. By way of example, and not limitation, a claim chart further describing how PGA infringes at least one claim of the '966 Patent is attached hereto as Exhibit 10 and incorporated by reference.

62. Defendant's Plants vs. Zombies products infringe the '966 Patent through, at minimum, its multiplayer modes, which allow 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. By way of example, and not limitation, a claim chart further describing how Plants vs. Zombies infringes at least one claim of the '966 Patent is attached hereto as Exhibit 11 and incorporated by reference.

63. 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.

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

65. Defendant's infringement of the '966 Patent is willful, as Defendant has been fully aware of the '966 Patent, and the fact that its products infringe the '966 Patent, for more than one year. On March 30, 2015, Acceleration Bay filed a complaint against Defendant alleging, *inter alia*, that the following products infringe the '966 Patent: "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)... 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)."

Acceleration Bay LLC v. Electronic Arts Inc., 1:15-cv-00282-RGA, Dkt. No. 1. Moreover, Acceleration Bay served an Identification of Accused Products and Patents on Defendant on November 2, 2015, which identified FIFA 15, FIFA 16, NHL 15, NHL 16, Tiger Woods PGA Tour 14, Rory McIlroy PGA Tour, and Plants v. Zombies as accused products, and claim charts detailing the manner in which all of the accused products infringe the '966 Patent on March 2, 2016. Acceleration Bay served supplemental claim charts on Defendant, detailing the manner in which Plants v. Zombies: Garden Warfare 2 infringes the '966 Patent, on March 25, 2016. Despite this knowledge of the '966 Patent and of its infringement, Defendant continues to manufacture, use, sale, import and/or offer for sale its FIFA, NHL, PGA, and Plants v. Zombies products. As such, Defendant has acted recklessly and continues to willfully, wantonly, and deliberately engage in acts of infringement of the '966 Patent, warranting an award to Acceleration Bay of enhanced damages under 35 U.S.C. § 284, and attorneys' fees and costs incurred under 35 U.S.C. § 285.

COUNT III

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

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

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

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

69. 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.

70. 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.

71. 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 12-13). 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 12-13) 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. 13 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).

72. 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, NHL, PGA, and Plants vs. Zombies, which embody the patented invention of the '147 Patent.

73. Defendant's FIFA products infringe the '147 Patent through, at minimum, its Pro Club mode, 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. By way of example, and not limitation, a claim chart further describing how FIFA infringes at least one claim of the '147 Patent is attached hereto as Exhibit 8 and incorporated by reference.

74. Defendant's NHL products infringe the '147 Patent through, at minimum, its Online Team Play mode, 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. By way of example, and not limitation, a claim chart further describing how NHL infringes at least one claim of the '147 Patent is attached hereto as Exhibit 9 and incorporated by reference.

75. Defendant's PGA products infringe the '147 Patent through, at minimum, its Connected Tournaments mode, 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. By way of example, and not limitation, a claim chart further describing how PGA infringes at least one claim of the '147 Patent is attached hereto as Exhibit 10 and incorporated by reference.

76. Defendant's Plants vs. Zombies products infringe the '147 Patent through, at minimum, its multiplayer modes, which allow 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. By way of example, and not limitation, a claim chart further describing how Plants vs. Zombies infringes at least one claim of the '147 Patent is attached hereto as Exhibit 11 and incorporated by reference.

77. 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.

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

79. Defendant's infringement of the '147 Patent is willful, as Defendant has been fully aware of the '147 Patent, and the fact that its products infringe the '147 Patent, for more than one year. On March 30, 2015, Acceleration Bay filed a complaint against Defendant alleging, *inter alia*, that the following products infringe the '147 Patent: "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)... 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).”

Acceleration Bay LLC v. Electronic Arts Inc., 1:15-cv-00282-RGA, Dkt. No. 1. Moreover, Acceleration Bay served an Identification of Accused Products and Patents on Defendant on November 2, 2015, which identified FIFA 15, FIFA 16, NHL 15, NHL 16, Tiger Woods PGA Tour 14, Rory McIlroy PGA Tour, and Plants v. Zombies as accused products, and claim charts detailing the manner in which all of the accused products infringe the ‘147 Patent on March 2, 2016. Acceleration Bay served supplemental claim charts on Defendant, detailing the manner in which Plants v. Zombies: Garden Warfare 2 infringes the ‘147 Patent, on March 25, 2016. Despite this knowledge of the ‘147 Patent and of its infringement, Defendant continues to manufacture, use, sale, import and/or offer for sale its FIFA, NHL, PGA, and Plants v. Zombies products. As such, Defendant has acted recklessly and continues to willfully, wantonly, and deliberately engage in acts of infringement of the ‘147 Patent, warranting an award to Acceleration Bay of enhanced damages under 35 U.S.C. § 284, and attorneys’ fees and costs incurred under 35 U.S.C. § 285.

COUNT IV

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

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

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

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

83. 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.

84. 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, NHL, PGA, and Plants vs. Zombies, which embody the patented invention of the '634 Patent.

85. Defendant's FIFA products infringe the '634 Patent through, at minimum, its Pro Club mode, 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. By way of example, and not limitation, a claim chart further describing how FIFA infringes at least one claim of the '634 Patent is attached hereto as Exhibit 8 and incorporated by reference.

86. Defendant's NHL products infringe the '634 Patent through, at minimum, its Online Team Play mode, 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. By way of example, and not limitation, a claim chart further describing how NHL infringes at least one claim of the '634 Patent is attached hereto as Exhibit 9 and incorporated by reference.

87. Defendant's PGA products infringe the '634 Patent through, at minimum, its Connected Tournaments mode, 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. By way of

example, and not limitation, a claim chart further describing how PGA infringes at least one claim of the '634 Patent is attached hereto as Exhibit 10 and incorporated by reference.

88. Defendant's Plants vs. Zombies products infringe the '634 Patent through, at minimum, its multiplayer modes, which allow 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. By way of example, and not limitation, a claim chart further describing how Plants vs. Zombies infringes at least one claim of the '634 Patent is attached hereto as Exhibit 11 and incorporated by reference.

89. 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.

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

91. Defendant's infringement of the '634 Patent is willful, as Defendant has been fully aware of the '634 Patent, and the fact that its products infringe the '634 Patent, for more than one year. On March 30, 2015, Acceleration Bay filed a complaint against Defendant alleging, *inter alia*, that the following products infringe the '634 Patent: "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)... 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)."
Acceleration Bay LLC v. Electronic Arts Inc., 1:15-cv-00282-RGA, Dkt. No. 1. Moreover, Acceleration Bay served an Identification of Accused Products and Patents on Defendant on

November 2, 2015, which identified FIFA 15, FIFA 16, NHL 15, NHL 16, Tiger Woods PGA Tour 14, Rory McIlroy PGA Tour, and Plants v. Zombies as accused products, and claim charts detailing the manner in which all of the accused products infringe the '634 Patent on March 2, 2016. Acceleration Bay served supplemental claim charts on Defendant, detailing the manner in which Plants v. Zombies: Garden Warfare 2 infringes the '634 Patent, on March 25, 2016. Despite this knowledge of the '634 Patent and of its infringement, Defendant continues to manufacture, use, sale, import and/or offer for sale its FIFA, NHL, PGA, and Plants v. Zombies products. As such, Defendant has acted recklessly and continues to willfully, wantonly, and deliberately engage in acts of infringement of the '634 Patent, warranting an award to Acceleration Bay of enhanced damages under 35 U.S.C. § 284, and attorneys' fees and costs incurred under 35 U.S.C. § 285.

COUNT V

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

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

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

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

95. 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.

96. 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.

97. 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 12-13). 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 12-13) 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. 13 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).

98. 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, NHL, PGA, and Plants vs. Zombies, which embody the patented invention of the '069 Patent.

99. Defendant's FIFA products infringe the '069 Patent through, at minimum, its Pro Club mode, 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. By way of example, and not limitation, a claim chart further describing how FIFA infringes at least one claim of the '069 Patent is attached hereto as Exhibit 8 and incorporated by reference.

100. Defendant's NHL products infringe the '069 Patent through, at minimum, its Online Team Play mode, 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. By way of example, and not limitation, a claim chart further describing how NHL infringes at least one claim of the '069 Patent is attached hereto as Exhibit 9 and incorporated by reference.

101. Defendant's PGA products infringe the '069 Patent through, at minimum, its Connected Tournaments mode, 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. By way of example, and not limitation, a claim chart further describing how PGA infringes at least one claim of the '069 Patent is attached hereto as Exhibit 10 and incorporated by reference.

102. Defendant's Plants vs. Zombies products infringe the '069 Patent through, at minimum, its multiplayer modes, which allow 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. By way of example, and not limitation, a claim chart further describing how *Plants vs. Zombies* infringes at least one claim of the '069 Patent is attached hereto as Exhibit 11 and incorporated by reference.

103. 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.

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

105. Defendant's infringement of the '069 Patent is willful, as Defendant has been fully aware of the '069 Patent, and the fact that its products infringe the '069 Patent, for more than one year. On March 30, 2015, Acceleration Bay filed a complaint against Defendant alleging, *inter alia*, that the following products infringe the '069 Patent: "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)... 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)."

Acceleration Bay LLC v. Electronic Arts Inc., 1:15-cv-00282-RGA, Dkt. No. 1. Moreover, Acceleration Bay served an Identification of Accused Products and Patents on Defendant on November 2, 2015, which identified FIFA 15, FIFA 16, NHL 15, NHL 16, Tiger Woods PGA Tour 14, Rory McIlroy PGA Tour, and *Plants v. Zombies* as accused products, and claim charts detailing the manner in which all of the accused products infringe the '069 Patent on March 2,

2016. Acceleration Bay served supplemental claim charts on Defendant, detailing the manner in which *Plants v. Zombies: Garden Warfare 2* infringes the '069 Patent, on March 25, 2016.

Despite this knowledge of the '069 Patent and of its infringement, Defendant continues to manufacture, use, sale, import and/or offer for sale its FIFA, NHL, PGA, and *Plants v. Zombies* products. As such, Defendant has acted recklessly and continues to willfully, wantonly, and deliberately engage in acts of infringement of the '069 Patent, warranting an award to Acceleration Bay of enhanced damages under 35 U.S.C. § 284, and attorneys' fees and costs incurred under 35 U.S.C. § 285.

COUNT VI

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

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

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

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

109. 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.

110. 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.

111. 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 12-13). 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 12-13) 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. 13 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).

112. 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, NHL, PGA, and Plants vs. Zombies, which embody the patented invention of the '497 Patent.

113. Defendant's FIFA products infringe the '497 Patent through, at minimum, its Pro Club mode, which allows individual players from different locations to interact and communicate with each other over a computer network through a portal computer. By way of example, and not limitation, a claim chart further describing how FIFA infringes at least one claim of the '497 Patent is attached hereto as Exhibit 8 and incorporated by reference.

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

example, and not limitation, a claim chart further describing how NHL infringes at least one claim of the '497 Patent is attached hereto as Exhibit 9 and incorporated by reference.

115. Defendant's PGA products infringe the '497 Patent through, at minimum, its Connected Tournaments mode, which allows individual players from different locations to interact and communicate with each other over a computer network through a portal computer. By way of example, and not limitation, a claim chart further describing how PGA infringes at least one claim of the '497 Patent is attached hereto as Exhibit 10 and incorporated by reference.

116. Defendant's Plants vs. Zombies products infringe the '497 Patent through, at minimum, its multiplayer modes, which allow individual players from different locations to interact and communicate with each other over a computer network through a portal computer. By way of example, and not limitation, a claim chart further describing how Plants vs. Zombies infringes at least one claim of the '497 Patent is attached hereto as Exhibit 11 and incorporated by reference.

117. 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.

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

119. Defendant's infringement of the '497 Patent is willful, as Defendant has been fully aware of the '497 Patent, and the fact that its products infringe the '497 Patent, for more than one year. On March 30, 2015, Acceleration Bay filed a complaint against Defendant alleging, *inter alia*, that the following products infringe the '497 Patent: "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)... 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).”

Acceleration Bay LLC v. Electronic Arts Inc., 1:15-cv-00282-RGA, Dkt. No. 1. Moreover, Acceleration Bay served an Identification of Accused Products and Patents on Defendant on November 2, 2015, which identified FIFA 15, FIFA 16, NHL 15, NHL 16, Tiger Woods PGA Tour 14, Rory McIlroy PGA Tour, and Plants v. Zombies as accused products, and claim charts detailing the manner in which all of the accused products infringe the ‘497 Patent on March 2, 2016. Acceleration Bay served supplemental claim charts on Defendant, detailing the manner in which Plants v. Zombies: Garden Warfare 2 infringes the ‘497 Patent, on March 25, 2016. Despite this knowledge of the ‘497 Patent and of its infringement, Defendant continues to manufacture, use, sale, import and/or offer for sale its FIFA, NHL, PGA, and Plants v. Zombies products. As such, Defendant has acted recklessly and continues to willfully, wantonly, and deliberately engage in acts of infringement of the ‘497 Patent, warranting an award to Acceleration Bay of enhanced damages under 35 U.S.C. § 284, and attorneys’ fees and costs incurred under 35 U.S.C. § 285.

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. A determination that Defendant’s infringement has been willful, wanton, and deliberate, at least as of March 30, 2015;
- 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. An award of treble damages under 35 U.S.C. § 284;

E. 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;

F. 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

G. 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: June 17, 2016
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