

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PROMPTU SYSTEMS CORPORATION,	:	
	:	CIVIL ACTION NO.: 16-6516
Plaintiff,	:	
	:	
v.	:	AMENDED COMPLAINT
	:	JURY TRIAL DEMANDED
COMCAST CORPORATION and	:	
COMCAST CABLE COMMUNICATIONS, LLC,	:	
	:	
Defendants.	:	

CIVIL ACTION AMENDED COMPLAINT WITH JURY DEMAND

Plaintiff Promptu Systems Corporation (“Promptu”), by and through its undersigned counsel, hereby files this Amended Complaint in accordance with Fed. R. Civ. P. 15(a)(1)(B) against Defendants Comcast Corporation and Comcast Cable Communications, LLC (“Comcast Cable”) (collectively, “Comcast” or “Defendants”), and avers as follows:

SUMMARY OF ACTION

1. This action seeks redress for Comcast’s infringement of multiple claims in three patents, two breaches of contract, unfair competition, promissory estoppel and unjust enrichment arising from Comcast’s wrongful use of Promptu’s voice recognition technology in Comcast’s XFINITY® and XI Entertainment Operating Systems®.

JURISDICTION AND VENUE

2. This action includes claims for patent infringement concerning Comcast’s manufacture, use, sale, offer for sale and/or importation in the United States of devices, including remotes, set-top boxes, receivers and others that receive and enable processing of voice commands that in turn generate content on a Comcast cable subscriber’s television or other content-receiving device. This action also includes claims for patent infringement concerning

Comcast's products, methods and systems as they relate to voice recognition technology implemented in services and content offered by Comcast in its XFINITY[®] and its X1 Entertainment Operating Systems[®]. As such, this action arises under the patent laws of the United States, 35 U.S.C. §§ 1 et seq. Accordingly, this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a). For the non-patent claims asserted herein, this Court has jurisdiction under 28 U.S.C. §§ 1338(b) and 1367.

3. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this district.

THE PARTIES

4. Promptu is a Delaware corporation with a principal place of business at 333 Ravenswood Avenue, Building 201, Menlo Park, California.

5. On information and belief, Comcast Corporation is a Pennsylvania corporation with a principal place of business at One Comcast Center, 1701 John F. Kennedy Blvd., Philadelphia, Pennsylvania 19103.

6. On information and belief, Comcast Cable is a Delaware limited liability company with a principal place of business at One Comcast Center, 1701 John F. Kennedy Blvd., Philadelphia, Pennsylvania 19103. Comcast Cable is engaged in developing, managing and operating broadband cable networks and is indirectly wholly owned by Comcast Corporation. Comcast has published that, through its operations of Comcast Cable, it is one of the nation's largest providers of video, high-speed Internet, and voice services to residential customers.

FACTUAL BACKGROUND

7. In or about 2000, Promptu's predecessor, AgileTV Corporation ("AgileTV") was created. AgileTV was an innovator in voice recognition and natural language understanding technology. Shortly after its inception, AgileTV further developed and applied this technology to the television and cable network industries.

8. In or about August, 2006, AgileTV changed its name to Promptu Systems Corporation. Throughout this Complaint, references to "Promptu" include AgileTV.

9. The United States Patent and Trademark Office has granted Promptu's engineers and inventors numerous patents, many of which reflect inventions applicable to voice recognition in the television and cable industries.

10. Promptu is the assignee of multiple patents concerning voice recognition and its application to cable television, including the '538 Patent, entitled "Method and Apparatus for Voice Control of a Television Control Device," and the '196 and '326 Patents, both of which are entitled "System and Method of Voice Recognition Near a Wireline Node of a Network Supporting Cable Television and/or Video Delivery."

11. Comcast, either by itself or through its wholly-owned subsidiaries, now offers a voice recognition feature through its television cable service by and through its XFINITY® and its X1 Entertainment Operating Systems®.

12. Comcast and Promptu are therefore competitors offering to the public voice recognition through a television network.

The Relationship Between Promptu and Comcast Begins

13. Beginning in or about 2001, Comcast expressed an interest in Promptu's capability of implementing a voice recognition feature into Comcast's television cable network

system. Comcast then had no ability to adopt and implement voice recognition technology into its cable network without Promptu's expertise.

14. Consistent with and in furtherance of this expressed interest, Comcast commenced a plan and a course of conduct to create a confidential relationship with Promptu, which relationship was then used to persuade Promptu to fully disclose its expertise and know-how of implementing voice recognition technology into Comcast's cable network system.

15. Comcast encouraged Promptu to disclose this above-referenced expertise and know-how based upon Comcast's representations that Promptu would be appropriately compensated if Comcast deployed voice recognition into its cable network system.

16. At the commencement of the relationship, the parties executed the first of what turned out to be a series of confidentiality agreements. In these confidentiality agreements, Comcast and/or its affiliates acknowledged that Promptu's expected disclosures to Comcast regarding its ideas and capabilities of installing a voice recognition system into a television network were confidential, and would be held in strict confidence and would not be used for any purpose other than for evaluation of Promptu's technology.

17. In furtherance of its plan to encourage Promptu to disclose its ideas and know-how, Comcast arranged for many of its executives and decision-makers to meet with Promptu's personnel, both at Comcast Headquarters in Philadelphia, Pennsylvania and at Promptu's office in California. Several of Comcast's senior technical officials attended these meetings, including Comcast's Chief Technical Officer, Brad Dusto; Vice President of the Digital TV Division, Mark Hess; Senior Vice President of Strategic Planning, Mark Coblitz; and Chief Financial Officer, Joe Donnelly.

18. During initial meetings, Comcast sought and received details, comprehensive

presentations and demonstrations of Promptu's voice recognition technology as applied to television and cable networks.

19. Thereafter, Comcast executives and decision-makers repeatedly confirmed to Promptu their interests, needs and plans for incorporating Promptu's voice recognition system into Comcast's cable network system.

20. For example, Comcast President, Steve Burke, told Promptu that he believed Promptu's technology was a true solution to the navigation problems Comcast subscribers were experiencing when accessing television content. Mr. Burke proposed that deployment begin by providing Promptu's technology to 10,000 Comcast subscribers.

21. Mr. Burke further encouraged Promptu to continue its work with Comcast by representing that Promptu's technology would ease the problems that Comcast subscribers were experiencing and increase the value of Comcast's Video-On-Demand products.

22. Later, Dave Watson, a person whom Comcast had represented to be one of its top marketing executives, proposed that Promptu's technology be provided to Comcast's Platinum Digital Tier Subscribers.

23. Promptu was informed that there were approximately 50,000 Platinum Digital Tier Subscribers ("Subscribers") in the Philadelphia area alone, and 500,000 Subscribers nationwide.

24. In addition, Comcast's Senior Vice President of Strategic Planning, Mark Coblitz discussed with Promptu how best to convince Comcast to invest in Promptu.

Comcast's Access to and Knowledge of Promptu's Technical Know-how

25. Comcast encouraged Promptu's full disclosure of its technical know-how, and elicited Promptu's confidential business information, including details of its financial position,

projected costs to implement its voice recognition technology into the Comcast network, and certain profitability projections.

26. Additional details elicited by Comcast, and disclosed by Promptu, included Promptu's intellectual property position and strategies related to its intellectual property holdings.

27. At Comcast's request, Promptu disclosed each of its granted patents, each of its patent applications, the status of said patent applications before the United States Patent and Trademark Office and future intellectual property strategies.

28. These disclosures, requested by Comcast and provided by Promptu, included the applications that matured into the Patents-in-Suit.

29. Comcast further requested that Promptu provide it with proprietary information, including various economic models, cash flow analyses and revenue projections for the implementation of Promptu's technology into the Comcast cable network.

30. Promptu also provided Comcast with detailed writings and proprietary information describing the processes by which Promptu's voice recognition technology could be implemented into the Comcast network.

31. Comcast represented to Promptu that by implementing Promptu's technology into its network, Comcast would further reduce what the industry refers to as "churn" and thereby increase the popularity of its cable television services.

32. To further encourage Promptu to continue to disclose its proprietary voice recognition technology, Comcast represented it would invest \$2 million of capital into Promptu.

33. On or about May 6, 2003, and by addendum on February 9, 2004, Comcast's Senior Vice President of Strategic Planning, Mark Coblitz, signed a Memorandum of

Understanding (“MOU”) with Promptu. (Exhibit A attached hereto).

34. This MOU stated in part:

Comcast believes that [Promptu’s] speech recognition technology enabling the control and navigation of cable services on the television via voice commands has the potential to be an attractive service that could have a significant benefit to cable subscribers.

35. Comcast’s earlier promise of its intent to invest into Promptu was documented in this MOU.

36. Sam Schwartz, the Managing Director of Comcast Interactive Capital (the entity responsible for effecting this promised investment), stated that Comcast would move quickly to finalize this investment.

37. This above-referenced MOU and additional representations by Comcast reflected Comcast’s intent to implement a phased deployment of Promptu’s technology in the Comcast cable network. Mr. Coblitz represented to Promptu that the initial deployment would involve approximately 50,000 subscribers.

38. At Comcast’s request, Promptu installed its voice recognition technology into various locations throughout Comcast’s network, including various “Labs” within Comcast, to allow its engineers and technicians full access to Promptu’s technology and know-how.

39. Promptu also installed its technology in the “Comcast Living Room,” the purpose of which was to provide Comcast Executives access to, and ability to demonstrate, Promptu’s voice recognition technology on the Comcast cable network.

40. Promptu further installed its voice recognition technology into Comcast Chief Executive Officer Brian Roberts’ office, at Comcast’s request, so that Mr. Roberts could use and demonstrate to others this voice recognition function on the Comcast network.

Comcast's Assurances that Promptu Would be Adequately Compensated

41. As Promptu worked toward a viable cost effective system that could be fully deployed into the Comcast network, Promptu shared cost projections with Comcast.

42. Shortly after voice recognition technology was deployed into the Comcast "Labs" and "Living Room," and consistent with the above-referenced MOU, Comcast told Promptu it was committing to invest \$2 million into Promptu.

43. Comcast repeatedly assured Promptu that its proposals and expected costs were acceptable, which assurances further encouraged Promptu's reasonable belief that it would be compensated after voice recognition was fully deployed into Comcast's cable network.

44. Comcast's Executive Vice President of Business, Stephan Silva, told Promptu that Comcast intended to ubiquitously deploy the Promptu voice recognition technology to its 21,000,000 subscribers so that Comcast would be the first large television content provider offering this feature.

45. Comcast further represented to Promptu that it intended to make voice recognition part of its core technology offering.

Comcast and Promptu Enter Into a License and Development Agreement

46. In or about 2004, Comcast and Promptu began negotiating what would ultimately become the License and Development Agreement (the "Agreement"), which was executed by the parties on May 11, 2005. (Exhibit B attached hereto).

47. Prior to the execution of this Agreement, Promptu had disclosed to Comcast much of its confidential and technical information concerning the implementation of voice recognition into a television network, and in reliance on Comcast's representations that Promptu would be adequately compensated, continued to do so.

48. Consistent with Comcast's above-described representations and Promptu's disclosures, and Exhibit B, Comcast agreed to compensate Promptu if Comcast commercially deployed Promptu's voice recognition technology into its cable network system.

Comcast decides not to deploy voice recognition

49. The Agreement expressly provided to Comcast a two-year window within which to deploy Promptu's voice recognition technology into its cable network system. Exhibit B, paragraphs 1(a)(i) and (ii).

50. Comcast failed to take any action within this two-year window to exercise its contractual right to deploy Promptu's voice recognition technology into its cable network system, communicating to Promptu that it no longer was interested in its technology.

51. In or about September, 2015, Comcast publicly announced its intent to commercially deploy Promptu's voice recognition technology into its cable network system.

52. Based on functionality, Comcast's voice recognition system is substantially similar to that which Promptu had earlier disclosed and explained to Comcast in the course of the above-detailed confidential relationship.

FIRST CLAIM FOR RELIEF
(Infringement of the '538 Patent)

53. Promptu incorporates by reference the allegations set forth in paragraphs 1 through 52 of this Complaint.

54. The '538 Patent, entitled "Method and Apparatus for Voice Control of a Television Control Device," is attached to this Complaint as Exhibit C and is hereby incorporated by this reference.

55. Comcast has infringed one or more claims of the '538 Patent by making, having made, designing, using, distributing, importing, offering for sale and/or selling XFINITY® and

the X1 Entertainment Operating System[®]. On information and belief, the XFINITY[®] and the X1 Entertainment Operating System[®] incorporate a platform to access a library of live and on-demand video through voice commands. The remote control, set-top box and other equipment incorporated into this XFINITY[®] and the X1 Entertainment Operating System[®] and the methods employed by Comcast to effect voice recognition on its cable network allow subscribers to access different content on the X1 platform with their voice.

56. The methods and systems practiced by Comcast through its XFINITY[®] and the X1 Entertainment Operating System[®] and the operation of the apparatus, including the units referenced above, utilized by Comcast in its XFINITY[®] and the X1 Entertainment Operating System[®] meet each limitation in several claims of the '538 Patent, including, for example, Claim 1 of this patent.

57. Comcast infringes Claim 1, a method claim for at least the following reasons:

- a. Comcast admits in its publications that the architecture upon which it's XFINITY[®] and the X1 Entertainment Operating System[®] cable network system is built includes a "head-end" where "content is aggregated and disseminated," and,
- b. Comcast admits in its publications that its devices include a "remote" that allows the subscriber to "use simple voice commands to find something to watch easily," and
- c. Comcast admits in its directions for setting up its devices in the XFINITY[®] and the X1 Entertainment Operating System[®] that the remote is paired with a "set-top box" "for control of the TV." In addition to Claim 1, Comcast, through its XFINITY[®] and the X1 Entertainment Operating System[®] infringes at least the following claims of the '538 Patent: 2, 3, 4, 6, 18, 19, 20, 21, 22, 23, 24, 33, 34, 35, 40, and 41.

58. As a direct and proximate result of Comcast's acts of patent infringement, Promptu has been and continues to be injured and has sustained, and will continue to sustain substantial damages in an amount not yet determined.

SECOND CLAIM FOR RELIEF
(Infringement of the '196 Patent)

59. Promptu incorporates by reference the allegations set forth in paragraphs 1 through 58 of this Complaint.

60. The '196 Patent, entitled "System and Method of Voice Recognition Near a Wireline Node of a Network Supporting Cable Television and/or Video Delivery" is attached to this Complaint as Exhibit D and is hereby incorporated by this reference.

61. Comcast has infringed one or more claims of the '196 Patent by making, having made, designing, using, distributing, importing, offering for sale and/or selling XFINITY® and the X1 Entertainment Operating System®. On information and belief, the XFINITY® and the X1 Entertainment Operating System® incorporate a platform to access a library of live and on-demand video through voice commands. The remote control, set-top box and other equipment incorporated into this XFINITY® and the X1 Entertainment Operating System® and the methods employed by Comcast to effect voice recognition on its cable network allow subscribers to access different content on the X1 platform with their voice.

62. The methods and systems practiced by Comcast through its XFINITY® and X1 Entertainment Operating System® and the operation of the apparatus utilized by Comcast in its XFINITY® and the X1 Entertainment Operating System® meet each limitation in several claims of the '196 Patent, including, for example, Claim 2 of this patent.

63. Comcast infringes Claim 2, a method claim for at least the following reasons:

a. Comcast admits that its XFINITY® and the X1 Entertainment Operating System® use “fiber optic cable to send and receive signals to/from nodes located in neighborhoods where forward (or downstream) signals are transferred from light, on the fiber optic infrastructure, to Radio Frequencies (RF) for insertion onto the coaxial cable infrastructure for ultimate transmission and distribution to residents and business served by the particular node ...”, and

b. Comcast admits that these nodes “receive RF signals from subscribers via the coaxial cable infrastructure which feeds these signals into the node. The node converts these signals to light for transmissions, via the fiber optic infrastructure, to Comcast’s headend or hub. Some return signals include upstream data, ordering information for [video on demand] and other video services ...”, and

c. Comcast admits that the remote that operates the XFINITY® and the X1 Entertainment Operating System® is paired with a TV box, and once paired with a TV box, the remote will not control any other TV box.

64. In addition to Claim 2, Comcast, through its XFINITY® and the X1 Entertainment Operating System® infringes at least the following claims of the ’196 Patent: 4, 15, 54, and 66.

65. As a direct and proximate result of Comcast’s acts of patent infringement, Promptu has been and continues to be injured and has sustained, and will continue to sustain substantial damages in an amount not yet determined.

THIRD CLAIM FOR RELIEF
(Infringement of the ’326 Patent)

66. Promptu incorporates by reference the allegations set forth in paragraphs 1 through 65 of this Complaint.

67. The ’326 Patent, entitled “System and Method of Voice Recognition Near a Wireline Node of a Network Supporting Cable Television and/or Video Delivery” is attached to

this Complaint as Exhibit E and is hereby incorporated by this reference.

68. Comcast has infringed one or more claims of the '326 Patent by making, having made, designing, using, distributing, importing, offering for sale and/or selling XFINITY® and the X1 Entertainment Operating System®. The XFINITY® and the X1 Entertainment Operating System® incorporate a platform to access a library of live and on-demand video through voice commands. The remote control, set-top box and other equipment incorporated into the Comcast system allow subscribers to access different content on the X1 platform with their voice.

69. The methods, systems and apparatus in the XFINITY® and the X1 Entertainment Operating System® infringe various claims of the '326 Patent, as found, for example in Claim 11 of this patent.

70. Comcast infringes Claim 11, a method claim for at least the following reasons:

a. Comcast admits that after a subscriber speaks into the remote for its XFINITY® and the X1 Entertainment Operating System®, “the voice commands are sent to Comcast and its contracted service provider for processing. Comcast and its provider use these voice commands to provide the voice control service...”, and

b. Comcast admits that “[o]nce the ASR module processes the user’s request, the output (i.e. the request in text form) is sent on to the NLP [(Natural Language Processing)] module. NLP starts by parsing the text and uses a resulting parse tree to interpret the utterance, inferring the semantics from the rules used and the tags assigned in the parsing process. Once the NLP module has identified all the pieces of the request, it assembles them into a request structure that is passed to the Action Recognition (AR) module.”

71. As a direct and proximate result of Comcast’s acts of patent infringement, Promptu has been and continues to be injured and has sustained, and will continue to sustain

substantial damages in an amount not yet determined.

FOURTH CLAIM FOR RELIEF
(Breach of Contract)

72. Promptu incorporates by reference the allegations set forth in paragraphs 1 through 71 of this Complaint.

73. Given the prior representations by Comcast that it would not implement voice recognition without adequately compensating Promptu, the parties negotiated and entered into the Agreement to address the limits, rights and obligations each would have concerning Comcast's potential deployment of voice recognition technology into its cable network system.

74. As so intended, the Agreement provided the specific and only ways Comcast could proceed, and detailed the specific acts Comcast could take to commercially deploy voice recognition into its cable network system.

75. Specifically, Comcast was limited to three possible options for implementing voice recognition: First, pursuant to Section I(a)(ii)(A) of Exhibit B, and within a specified period, Comcast could proceed with what was identified as a "Project" in which the parties would later negotiate a "Statement of Work" where Promptu would build out voice recognition into the Comcast cable network. Second, pursuant to Section I(a)(ii)(B) of Exhibit B, within a specified period, Comcast could license Promptu's ideas and know-how by so electing and paying a license fee within a specified period. Or third, pursuant to Section I(a)(ii)(C) of Exhibit B, Comcast could proceed to commercially deploy voice recognition technology into its system so long as such deployment was done within a specified period and so long as Comcast compensated Promptu pursuant to the terms set forth in the Agreement.

76. Without creating a Project (option A), or formally licensing Promptu's know-how (option B), and in violation of its obligations under the Agreement, Comcast commercially

deployed Promptu's voice recognition technology in its cable network system beyond the two-year time limit provided for in the Agreement.

77. Promptu has been damaged in a yet undetermined amount as a result of Comcast's breach of contract as alleged herein.

FIFTH CLAIM FOR RELIEF
(Breach of Contract)

78. Promptu incorporates by reference the allegations set forth in paragraphs 1 through 77 of this Complaint.

79. Consistent with the above-described agreements and representations, and recognizing the proprietary nature of Promptu's technology, Comcast expressly agreed to maintain as confidential all of Promptu's disclosures and explanations, for 15 years following said disclosures, concerning "voice recognition technology that enables the control of cable services using voice commands, including all software (including source code), hardware and user interface tools related thereto". Exhibit B at paragraph 23.

80. By commercially deploying much of Promptu's earlier-disclosed voice recognition system in its cable network system before the expiration of this above-referenced 15-year period, Comcast has breached the Agreement. Promptu has been damaged in a yet undetermined amount as a result of Comcast's breach of contract as alleged herein.

SIXTH CLAIM FOR RELIEF
(Unfair Competition)

81. Promptu incorporates by reference the allegations set forth in paragraphs 1 through 71 of this Complaint.

82. As set forth above, Comcast and Promptu are competitors in the field of supplying voice recognition over a television device.

83. Comcast entered into a confidential relationship with Promptu. During the course of this relationship, Comcast expressed its intention and goal to implement Promptu's voice recognition technology into its cable network.

84. During the course of dealing between the parties, and as a result of the detailed confidential disclosures Promptu made to Comcast concerning the implementation of voice recognition technology into a cable network system, Comcast represented that if it commercially deployed voice recognition into its cable network system, it would adequately compensate Promptu.

85. To partially address future use by Comcast of Promptu's technology and disclosed know-how, the parties entered into the Agreement to set forth their obligations and rights under limited circumstances.

86. Contrary to the confidential relationship, and after May 11, 2007, Comcast commercially deployed voice recognition in its cable network system, but has not compensated Promptu.

87. Promptu has been damaged in a yet undetermined amount as a result of Comcast's acts of unfair competition as alleged herein.

SEVENTH CLAIM FOR RELIEF
(Promissory Estoppel)

88. Promptu incorporates by reference the allegations set forth in paragraphs 1 through 72 of this Complaint.

89. Comcast represented that it would adequately compensate Promptu if it pervasively deployed voice recognition technology into its cable network system.

90. Based on this representation, Promptu expended time, effort and its own resources to fully disclose to Comcast its proprietary and confidential know-how regarding voice

recognition technology.

91. Promptu would not have expended the above-referenced time, effort and resources in disclosing to Comcast its know-how without being assured by Comcast that it would adequately compensate Promptu if it were to commercially deploy voice recognition into its cable network system.

92. On information and belief, Comcast has substantially benefitted from the disclosures referred to above, and to the detriment of Promptu.

93. Promptu has been damaged in a yet undetermined amount as a result of Comcast's acts as alleged herein.

EIGHTH CLAIM FOR RELIEF
(Unjust Enrichment)

94. Promptu incorporates by reference the allegations set forth in paragraphs 1 through 72 of this Complaint.

95. Promptu has conferred valuable benefits upon Comcast by disclosing its technical know-how of implementing Promptu's voice recognition technology into Comcast's cable network at a time when Comcast had no ability to implement voice recognition through any other means.

96. Comcast adopted many of the disclosures Promptu provided to it in the launching and maintaining a voice recognition feature in its cable network.

97. Comcast has failed to compensate Promptu for these disclosures.

98. Promptu reasonably expected to receive payment for providing these disclosures to Defendants, yet Defendants have failed to provide any payment to Promptu.

99. Comcast has been unjustly enriched in an undetermined amount by obtaining and using the information it obtained from Promptu and benefitting thereby.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the following relief:

- a) An entry of judgment that each of the Patents-in-Suit is valid and enforceable;
- b) An entry of judgment that Defendants have infringed one or more claims of the Patents-in-Suit;
- c) An award of damages adequate to compensate Plaintiff for Defendants' infringement of the Patents-in-Suit, together with prejudgment and post-judgment interest and costs, in an amount according to proof;
- d) An entry of a permanent injunction enjoining Defendants and their respective officers, agents, employees, and those acting in privity with them, from further infringement of the Patents-in-Suit, and further use of the confidential information and methodologies Defendants obtained from Plaintiff unless and until appropriate compensation is provided to Plaintiff;
- e) An entry of judgment awarding Plaintiff all damages, including treble damages, based on any infringement found to be willful, pursuant to 35 U.S.C. § 284, together with prejudgment interest;
- f) An entry of judgment of actual and punitive damages suffered by Plaintiff as a result of Defendants' unlawful conduct, in an amount to be proven at trial, as well as prejudgment interest as authorized by law;
- g) An entry of judgment that this is an exceptional case and an award to Plaintiff of its costs and reasonable attorneys' fees incurred in this action as provided by 35 U.S.C. § 285;
- h) An award of damages compensating Plaintiff for Defendants' breaches of contract;

- i) An award of damages compensating Plaintiff for Defendants' unfair competition;
- j) A finding that Defendants are estopped from denying their representations as alleged herein and a corresponding award for the effects of this estoppel;
- k) An award to Plaintiff of Defendants' profits and gains resulting from Defendants' unlawful acts;
- l) A finding that Defendants have been unjustly enriched by their unlawful acts and a corresponding award to Plaintiff compensating it for this unjust enrichment;
- m) An award to Plaintiff, in law or equity, of such other costs, expenses, and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff hereby demands trial by jury on all issues raised by the Complaint.

Dated: March 1, 2017

WHITE AND WILLIAMS LLP

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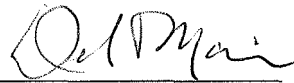
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CERTIFICATE OF SERVICE

The undersigned attorney certifies that, on this date he caused to be served copies of the foregoing Amended Complaint, along with the Exhibits attached thereto, upon all counsel of record via First Class Mail.

WHITE AND WILLIAMS LLP

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Dated: March 1, 2017