

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

PEERLESS NETWORK, INC.)	
)	
Plaintiff,)	Case No. 17-cv-1725 (JPO)
)	
v.)	
)	
BLITZ TELECOM CONSULTING, LLC,)	JURY TRIAL DEMANDED
LOCAL ACCESS LLC, NEIL J.)	
ROSENBLIT, AND ROBERT M.)	
RUSSELL)	
)	
Defendants,)	

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Peerless Network, Inc. (“Peerless”), by and through its undersigned attorneys, for its First Amended Complaint for Patent Infringement against Defendants Blitz Telecom Consulting, LLC (“Blitz”), Local Access LLC (“Local Access”), Neil J. Rosenblit (“Rosenblit”), and Robert M. Russell (“Russell”) (collectively, “the Defendants”), hereby alleges:

INTRODUCTION

1. Peerless was founded by a group of industry veterans to provide end-office, tandem, and routing services through various affiliates to telecommunications companies and other businesses. Peerless is headquartered in Chicago, Illinois, and serves over 70 U.S. markets.

2. Peerless’s innovative service has quickly expanded since Peerless’ inception and Peerless has now been recognized as a leader in the telecommunications innovation, such as in Crain’s Chicago Business which named Peerless as fourth in its 2014 Fast Fifty list of Chicago’s fastest-growing companies.

3. On information and belief, Blitz is a privately held company organized in 2008 to provide telecommunications services.

4. On information and belief, Blitz members formed and operate Local Access LLC at least since 2012.

5. On information and belief, Rosenblit is CEO of, the registered agent and managing member of, and holds a significant ownership interest in, Blitz.

6. On information and belief, Rosenblit is CEO of, and holds a significant ownership interest in, Local Access.

7. On information and belief, Russell is President of, and holds a significant ownership interest in, Blitz.

8. On information and belief, Russell is CEO of, the registered agent of, and/or President of, and holds a significant ownership interest in, Local Access.

NATURE OF THE CASE

9. This action arises under 35 U.S.C. § 271 for Defendants' infringement of Peerless's U.S. Patent Nos. 8,559,614 (the "614 patent") and 8,275,112 (the "112 patent") (collectively the "Patents-in-Suit").

THE PARTIES

10. Peerless is a corporation organized under the laws of the State of Delaware and headquartered at 222 S. Riverside Plaza, Suite 2730, Chicago, IL 60606.

11. On information and belief, Blitz is a corporation organized under the laws of the State of Florida and has its principal place of business at 6996 Piazza Grande Ave., Suite 311, Orlando, FL 32835.

12. On information and belief, Local Access is a corporation organized under the laws of the State of Florida and has its principal place of business also at 6996 Piazza Grande Ave., Suite 311, Orlando, FL 32835.

13. On information and belief, Rosenblit has an address of 11442 Lake Butler Blvd., Windermere, FL 34786, as the registered agent for Blitz, an address of 11006 Bridge House Road, Windermere, FL 34786, as the managing member of Blitz, and a residential address of 8038 Whitford Court, Windermere, FL 34786.

14. On information and belief, Russell has an address of 11442 Lake Butler Blvd., Windermere, FL 34786, as the registered agent and manager for Local Access.

JURISDICTION AND VENUE

15. This action arises under the patent laws of the United States, 35 U.S.C. § 271 et seq. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

16. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400(b) because Defendants have committed acts of infringement and have a regular and established place of business.

17. This Court has personal jurisdiction over the Defendants, and venue is proper, for at least the following reasons: (1) Defendants regularly conducted and conduct business, had and have a regular and established place of business, and/or derived and derive substantial revenue from customers in this District and in this State through a permanent and continuous presence there, as more fully set forth below, on information and belief, by, among other things using equipment located within this judicial district to process calls and collect fees for million minutes of calls to New York-based phone numbers per month; (2) Defendants have committed, and continue to commit, acts of patent infringement, and/or induced acts of patent infringement by others, in this District and this State, as more fully set forth below, by, among other things, on information and belief, routing telephone calls to New York-based phone numbers using equipment located within this judicial district through the use of one or more infringing multi-homed tandem access methods; (3) since at least 2012, through an application filed by Russell,

Local Access has applied to and registered with the New York State Department of State as a foreign limited liability company for authority to do business, including routing calls using one or more infringing multi-homed tandem access methods, in the State of New York and has appointed an agent for the service of process in the state of New York; (4) since at least 2012, through an application and affidavit signed by Russell, Local Access has applied for and has been operating under an access services tariff (regulations and schedule of intrastate charges governing the provision of switched access services) as a provider of resold and facilities-based interexchange telecommunications, including routing calls using one or more infringing multi-homed tandem access methods, throughout the State of New York.; (5) Local Access admits that it has telecommunication equipment in the state of New York (*See* Defs.' Mot. to Dismiss at 3, Dkt. No. 25), including equipment used for processing calls using one or more infringing multi-homed tandem access methods; (6) upon information and belief, Blitz has or had telecommunications equipment in the state of New York beginning in 2012 and for some time thereafter; (7) Local Access and Blitz have received substantial revenue for terminating interLATA (i.e., long distance) and intraLATA calls to the New York phone numbers assigned to customers of Local Access and Blitz, including calls routed using one or more infringing multi-homed tandem access methods; (8) Blitz's website lists as a part of Blitz's telephone network over 500 rate centers (i.e., a geographically-specified area used for determining usage-dependent rates in the public switched telephone network) throughout New York state, including at least 133 rate centers in the New York City metropolitan area; (9) in two of the past three years, Local Access has listed New York on its FCC Form 499 as a jurisdiction in which it has provided telecommunication services, including routing calls using one or more infringing multi-homed tandem access methods; (10) through Local Access, Blitz, Rosenblit, and Russell have

been operating and profiting from the aforementioned access services tariff of the State of New York, including terminating interLATA and intraLATA calls using one or more infringing multi-homed tandem access methods to New York phone numbers.

FACTUAL BACKGROUND

18. Peerless is the current assignee, and the sole and exclusive owner of all right, title, and interest in United States Patent No. 8,559,614, entitled “Systems and Methods of Providing Multi-homed Tandem Access.” The ’614 patent was duly and legally issued by the United States Patent and Trademark Office on October 15, 2013. A copy of the ’614 patent is attached hereto as Exhibit A.

19. Peerless is the current assignee, and the sole and exclusive owner of all right, title, and interest in United States Patent No. 8,275,112, entitled “Systems and Methods of Providing Multi-homed Tandem Access.” The ’112 patent was duly and legally issued by the United States Patent and Trademark Office on September 25, 2012. A copy of the ’112 patent is attached hereto as Exhibit B.

20. On information and belief, Blitz and Local Access each is liable for directly infringing the Patents-in-Suit because they form a joint enterprise for providing telecommunications services, including multi-homed tandem access, such that to the extent that any infringing steps are performed by one, the acts are attributable to the other.

21. On information and belief, from 2013, and during the entire infringing time period (since at least August 2015), there are and have been express and implied agreements between Blitz and Local Access regarding telecommunications services. Both companies are and have been operated by the same personnel and share the same majority owners, including Rosenblit.

22. On information and belief, from 2013, and during the entire infringing time period (since at least August 2015), there is and has been a common purpose between Blitz and Local

Access regarding telecommunications services. Blitz members formed and operate Local Access, a Competitive Local Exchange Carrier (“CLEC”) to provide the same telecommunications services, such as Direct Inward Dialing (“DID”) and telephony services. Blitz and Local Access share the same office address and personnel.

23. On information and belief, during the entire infringing time period, since at least August 2015, Blitz and Local Access share and have shared a community of pecuniary interests in providing telecommunications services. On information and belief, Blitz members formed Local Access in 2012 in order to generate higher revenue to the members of Blitz through Local Access. On information and belief, Blitz and Local Access, in addition to sharing the same office address and personnel, have the same majority owners who are also responsible for the operation of the two companies.

24. On information and belief, by virtue of having the same majority owners and personnel, Blitz and Local Access have an equal right to a voice in the direction of the enterprise, which gives an equal right of control.

25. On information and belief, the day to day operations of Blitz and Local Access are and have been performed by overlapping personnel. Additionally, personnel sends, and has sent, emails using Blitz email addresses while conducting business on behalf of Local Access.

26. Blitz admits that Local Access is a vendor to Blitz. (*See* Defs.’ Mot. to Dismiss at 3, Dkt. No. 25).

27. From February 2011 through April 2017, Blitz either owned, and/or has been using, equipment located within this judicial district, to process calls and collect fees for million minutes of calls to New York-based phone numbers per month. On information and belief, at

least a portion of these calls and resulting minutes are routed using one or more infringing multi-homed tandem access methods.

28. From June 2014 through April 2017, Local Access has either owned, and/or been using equipment located within this judicial district, to process calls and collect fees for million of calls totaling million of minutes to New York-based phone numbers per month. On information and belief, at least a portion of these calls and resulting minutes are routed using one or more infringing multi-homed tandem access methods.

29. On information and belief, a substantial number of calls Local Access routes and has routed through Peerless are on behalf of Blitz through Local Access's termination (i.e., connection) of these calls to phone numbers of Blitz's customers.

30. On information and belief, since at least 2013, Local Access has received substantial revenue for terminating interLATA (i.e., long distance) calls to the New York phone numbers assigned to customers of Local Access and Blitz. On information and belief, some or all of these calls are routed using one or more infringing multi-homed tandem access methods.

31. On information and belief, Local Access sued AT&T on January 15, 2015 to recover payments in an amount in excess of \$1,054,432 under Local Access's state tariffs, including the tariff filed in New York state.

32. On information and belief, Local Access sued T-Mobile on March 6, 2017 to recover payments in an amount in excess of \$2,254,432 under Local Access's state tariffs, including the tariff filed in New York state, as well as Local Access' federal tariff for traffic processed in New York state.

33. Defendants Blitz and Local Access each has directly infringed at least claims 19, 22, and 23 of the '614 patent. Examples of Blitz and Local Access infringement of claim 19 by

performing each infringing method step using equipment located within this judicial district includes:

(a) Claim 19 recites a method for accessing an endpoint (e.g. Blitz and Local Access Direct Inward Dialing (“DID”) service) using a multi-homed exchange (e.g., a tandem switch located within the New York City Metropolitan area).

(b) Claim 19 further recites receiving an indication of an assignment (e.g. as evidenced in the Number Portability Administration Center (NPAC) record) of each TN (i.e., Termination or Telephone Number) included in a set of TNs (e.g., TNs with a New York City area code, 212) to correspond to a specific local routing number (LRN) (e.g., corresponding to Local Access-assigned LRN) from a plurality of LRNs (e.g., the set of LRNs including Local Access-assigned LRNs).

(c) Claim 19 further recites receiving at a computing device (e.g., a processor) associated with a communications exchange (e.g., identified by virtual switch IDs with a prefix NYCM indicating the switches belong to the New York City Metropolitan area), a call from one access exchange (e.g., one of the switches with a NYCM prefix) of a set of access exchanges (e.g., the set including local access tandems wherein the call includes a Terminal Number (TN) that is selected from the set of TNs (e.g., the set including TNs with a New York City area code, 212).

(d) Claim 19 further recites routing, by the computing device associated with the communications exchange (e.g., computing device associated with the communications exchange comprised of virtual switches with a NYCM prefix) and based on the TN (e.g., DID-assigned TN) and the respective LRN (e.g., indicates what physical switch or trunk group the call

ingressed so call can be routed or connected to the appropriate DID egress) the call to the common destination endpoint (e.g., call is delivered to DID service).

34. Defendants Blitz and Local Access each has directly infringed at least claims 21, 24, 25, 26, 27 and 28 of the '112 patent. Examples of Blitz and Local Access infringement of claim 21 by performing each infringing method step using equipment located within this judicial district includes:

(a) Claim 21, as described in the preamble, is a method for accessing a communication service (e.g. Blitz and Local Access Direct Inward Dialing (DID) service) using multi-homed tandem access (e.g., a tandem switch located within the New York City Metropolitan area).

(b) Claim 21 further recites receiving an indication of an assignment (e.g., as evidenced in the Number Portability Administration Center (NPAC) record) of each TN (i.e., Termination or Telephone Number) included in a set of TNs (e.g., TNs with a New York City area code, 212) to correspond to a specific local routing number (LRN) (e.g., corresponding to Local Access-assigned LRN) from a plurality of LRNs (e.g., the set of LRNs including Local Access-assigned LRNs).

(c) Claim 21 further recites receiving, at a computing device (e.g., a processor) associated with a communications exchange (e.g., identified by virtual switch IDs with a prefix NYCM indicating the switches belong to the New York City Metropolitan area), a plurality of calls from at least one of a set of access tandems (e.g. local access tandems including ones with a NYCM prefix), wherein: each call of the plurality of calls includes a Terminal Number (TN) (e.g., calls to a TN with a New York City area code, 212) that is selected, by an originating party of the each call, from the set of TNs; each LRN of the plurality of LRNs is

homed to a respective access tandem from the set of access tandems; each TN of the set of TNs corresponds to a common destination endpoint, the common destination endpoint being configured to support the communications service (e.g., TNs provided by the Blitz and Local Access DID service); and each of the plurality of calls is at least one of a voice or a data call.

(d) Claim 21 further recites routing, by the computing device associated with the communications exchange (e.g., computing device associated with the communications exchange comprised of virtual switches with a NYCM prefix), the plurality of calls to the common destination endpoint (e.g., the calls are delivered to the DID service).

COUNT ONE
INFRINGEMENT OF THE '614 PATENT BY BLITZ
UNDER 35 U.S.C. § 271(A)

35. Peerless hereby incorporates the allegations of Paragraphs 1 through 23 of this Complaint as if fully set forth therein.

36. Blitz has infringed, is currently infringing, and unless enjoined will continue to infringe, at least claim 19, 22, and 23 of the '614 patent.

37. Blitz has directly infringed the '614 patent by performing each of the claimed steps by providing multi-homed tandem access services.

38. Alternatively, Blitz is liable for the acts of Local Access with respect to Blitz's telecommunications services, because on information and belief, Blitz has acknowledged and agreed that Local Access acts on behalf of Blitz for purposes of providing telecommunications services, including multi-homed tandem access.

39. Additionally, on information and belief, Blitz and Local Access are engaged in a joint enterprise in the provision of telecommunications services such that infringing steps performed by Local Access are attributable to Blitz.

40. On information and belief, in some instances, certain of the infringing steps may be performed by third-party carriers, these acts are attributable to Blitz and Blitz is liable for the performance of these steps. For example, on information and belief, third-party carriers may route telephone traffic to Blitz, but do so at Blitz's direction and control based on the Local Exchange Routing Guide ("LERG") broadcasted by Blitz.

41. On information and belief, Blitz willfully infringed and continues to willfully infringe one or more claims of the '614 patent despite knowledge of the '614 patent (at least as of the date of service of the original Complaint in this action) and despite an objectively high likelihood that the sale, use, and provision of the accused services would infringe one or more claims of the '614 patent.

42. On information and belief, Blitz has generated significant sales of services incorporating Peerless's patented technology.

43. As a direct and proximate consequence of Blitz's infringement of the '614 patent, Peerless has suffered and will continue to suffer irreparable injury and damages, in an amount that an award of money would never be adequate to fully remedy, for which Peerless is entitled to relief. Peerless seeks damages, as well as injunctive relief against further infringement.

COUNT TWO
INFRINGEMENT OF THE '614 PATENT BY LOCAL ACCESS
UNDER 35 U.S.C. § 271(A)

44. Peerless hereby incorporates the allegations of Paragraphs 1 through 32 of this Complaint as if fully set forth therein.

45. Local Access has infringed, is currently infringing, and unless enjoined will continue to infringe, at least claim 19, 22, and 23 of the '614 patent.

46. Local Access has directly infringed the '614 patent by performing each of the claimed steps by providing multi-homed tandem access services.

47. Alternatively, Local Access is liable for the acts of Blitz with respect to Local Access's telecommunications services, because on information and belief, Local Access has acknowledged and agreed that Blitz acts on behalf of Local Access for purposes of providing telecommunications services, including multi-homed tandem access.

48. Additionally, on information and belief, Local Access and Blitz are engaged in a joint enterprise in the provision of telecommunications services such that infringing steps performed by Blitz are attributable to Local Access.

49. On information and belief, in some instances, certain of the infringing steps may be performed by third-party carriers, these acts are attributable to Local Access and Local Access is liable for the performance of these steps. For example, on information and belief, third-party carriers may route telephone traffic to Local Access, but do so at Local Access's direction and control based on the Local Exchange Routing Guide ("LERG") broadcasted by Local Access.

50. On information and belief, Local Access have willfully infringed and continues to willfully infringe one or more claims of the '614 patent despite knowledge of the '614 patent (at least as of the date of service of the original Complaint in this action) and despite an objectively high likelihood that the sale, use, and provision of the accused services would infringe one or more claims of the '614 patent.

51. On information and belief, the Local Access have generated significant sales of services incorporating Peerless's patented technology.

52. As a direct and proximate consequence of Local Access's infringement of the '614 patent, Peerless has suffered and will continue to suffer irreparable injury and damages, in an amount that an award of money would never be adequate to fully remedy, for which Peerless

is entitled to relief. Peerless seeks damages, as well as injunctive relief against further infringement.

COUNT THREE
INFRINGEMENT OF THE '614 PATENT BY ROSENBLIT
UNDER 35 U.S.C. § 271(B)

53. Peerless hereby incorporates the allegations of Paragraphs 1 through 41 of this Complaint as if fully set forth therein.

54. On information and belief, Rosenblit actively assisted with Blitz's and Local Access's infringement of the '614 patent and is liable for inducing infringement.

55. On information and belief, as the CEO and substantial owner of Blitz and CEO and substantial owner of Local Access, Rosenblit interacted with Peerless and had knowledge of Peerless's patented technologies and the Patents-in-Suit, or had knowledge of the Patents-in-Suit at least as of the date of service of the original Complaint in this action. Despite such knowledge and awareness, Rosenblit intentionally directed Blitz and Local Access to perform the actions giving rise to Blitz's and Local Access's infringement of the '614 patent.

COUNT FOUR
INFRINGEMENT OF THE '614 PATENT BY RUSSELL
UNDER 35 U.S.C. § 271(B)

56. Peerless hereby incorporates the allegations of Paragraphs 1 through 55 of this Complaint as if fully set forth therein.

57. On information and belief, Russell actively assisted with Blitz's and Local Access's infringement of the '614 patent and is liable for inducing infringement.

58. On information and belief, as President and substantial owner of Blitz and CEO and substantial owner of Local Access, Russell interacted with Peerless and had knowledge of Peerless's patented technologies and the Patents-in-Suit, or had knowledge of the Patents-in-Suit at least as of the date of service of the original Complaint in this action. Despite such knowledge

and awareness, Russell intentionally directed Blitz and Local Access to perform the actions giving rise to Blitz's and Local Access's infringement of the '614 patent.

COUNT FIVE
INFRINGEMENT OF THE '112 PATENT BY BLITZ
UNDER 35 U.S.C. § 271(A)

59. Peerless hereby incorporates the allegations of Paragraphs 1 through 58 of this Complaint as if fully set forth therein.

60. Blitz has infringed, is currently infringing, and unless enjoined will continue to infringe, at least claim 21, 24, 25, 26, 27 and 28 of the '112 patent.

61. Blitz has directly infringed the '112 patent by performing each of the claimed steps by providing multi-homed tandem access services.

62. Alternatively, Blitz is liable for the acts of Local Access with respect to Blitz's telecommunications services, because upon information and belief, Blitz has acknowledged and agreed that Local Access acts on behalf of Blitz for purposes of providing telecommunications services, including multi-homed tandem access.

63. Additionally, on information and belief, Blitz and Local Access are engaged in a joint enterprise in the provision of telecommunications services such that infringing steps performed by Local Access are attributable to Blitz.

64. On information and belief, in some instances, certain of the infringing steps may be performed by third-party carriers, these acts are attributable to Blitz and Blitz is liable for the performance of these the steps. For example, on information and belief, third-party carriers may route telephone traffic to Blitz, but do so at Blitz's direction and control based on the Local Exchange Routing Guide ("LERG") broadcasted by Blitz.

65. On information and belief, Blitz willfully infringed and continues to willfully infringe one or more claims of the '112 patent despite knowledge of the '112 patent (at least as of the date of service of the original Complaint in this action) and despite an objectively high likelihood that the sale, use, and provision of the accused services would infringe one or more claims of the '112 patent.

66. Upon information and belief, Blitz has generated significant sales of services incorporating Peerless's patented technology.

67. As a direct and proximate consequence of Blitz's infringement of the '112 patent, Peerless has suffered and will continue to suffer irreparable injury and damages, in an amount that an award of money would never be adequate to fully remedy, for which Peerless is entitled to relief. Peerless seeks damages, as well as injunctive relief against further infringement.

COUNT SIX
INFRINGEMENT OF THE '112 PATENT BY LOCAL ACCESS
UNDER 35 U.S.C. § 271(A)

68. Peerless hereby incorporates the allegations of Paragraphs 1 through 67 of this Complaint as if fully set forth therein.

69. Local Access has infringed, is currently infringing, and unless enjoined will continue to infringe, at least claim 21, 24, 25, 26, 27 and 28 of the '112 patent.

70. Local Access has directly infringed the '112 patent by performing each of the claimed steps by providing multi-homed tandem access services.

71. Alternatively, Local Access is liable for the acts of Blitz with respect to Local Access's telecommunications services, because on information and belief, Local Access has acknowledged and agreed that Blitz acts on behalf of Local Access for purposes of providing telecommunications services, including multi-homed tandem access.

72. Additionally, on information and belief, Local Access and Blitz are engaged in a joint enterprise in the provision of telecommunications services such that infringing steps performed by Blitz are attributable to Local Access.

73. On information and belief, in some instances, certain of the infringing steps may be performed by third-party carriers, these acts are attributable to Local Access and Local Access is liable for the performance of these steps. For example, on information and belief, third-party carriers may route telephone traffic to Local Access, but do so at Local Access's direction and control based on the Local Exchange Routing Guide ("LERG") broadcasted by Local Access.

74. On information and belief, Local Access have willfully infringed and continues to willfully infringe one or more claims of the '112 patent despite knowledge of the '112 patent (at least as of the date of service of the original Complaint in this action) and despite an objectively high likelihood that the sale, use, and provision of the accused services would infringe one or more claims of the '112 patent.

75. On information and belief, the Local Access has generated significant sales of services incorporating Peerless's patented technology.

76. As a direct and proximate consequence of Local Access's infringement of the '112 patent, Peerless has suffered and will continue to suffer irreparable injury and damages, in an amount that an award of money would never be adequate to fully remedy, for which Peerless is entitled to relief. Peerless seeks damages, as well as injunctive relief against further infringement.

COUNT SEVEN
INFRINGEMENT OF THE '112 PATENT BY ROSENBLIT
UNDER 35 U.S.C. § 271(B)

77. Peerless hereby incorporates the allegations of Paragraphs 1 through 76 of this Complaint as if fully set forth therein.

78. On information and belief, Rosenblit actively assisted with Blitz's and Local Access's infringement of the '112 patent and is liable for inducing infringement.

79. On information and belief, as the CEO and substantial owner of Blitz and CEO and substantial owner of Local Access, Rosenblit interacted with Peerless and had knowledge of Peerless's patented technologies and the Patents-in-Suit, or had knowledge of the Patents-in-Suit at least as of the date of service of the original Complaint in this action. Despite such knowledge and awareness, Rosenblit intentionally directed Blitz and Local Access to perform the actions giving rise to Blitz's and Local Access's infringement of the '112 patent.

COUNT EIGHT
INFRINGEMENT OF THE '112 PATENT BY RUSSELL
UNDER 35 U.S.C. § 271(B)

80. Peerless hereby incorporates the allegations of Paragraphs 1 through 79 of this Complaint as if fully set forth therein.

81. On information and belief, Russell actively assisted with Blitz's and Local Access's infringement of the '112 patent and is liable for inducing infringement.

82. On information and belief, as President and substantial owner of Blitz and CEO and substantial owner of Local Access, Russell interacted with Peerless and had knowledge of Peerless's patented technologies and the Patents-in-Suit, or had knowledge of the Patents-in-Suit at least as of the date of service of the original Complaint in this action. Despite such knowledge and awareness, Russell intentionally directed Blitz and Local Access to perform the actions giving rise to Blitz's and Local Access's infringement of the '112 patent.

PRAYER FOR RELIEF

Peerless respectfully requests that the Court enter judgment against Defendants as follows:

- A. That the Patents-in-Suit have been infringed by each Defendant;

- B. That each Defendant's infringement of the Patents-in-suit has been willful;
- C. An injunction against further infringement of the Patents-in-Suit;
- D. An award to Peerless for past and future damages, costs, expenses, together with prejudgment and post-judgment interest to compensate for Defendants' infringement of the Patents-in-Suit as provided under 35 U.S.C. § 284, and increase such award by up to three times the amount found or assessed in accordance with 35 U.S.C. § 284;
- E. An award to Peerless for enhanced damages resulting from the knowing, deliberate, and willful nature of Defendants' unlawful conduct, as provided under 35 U.S.C. § 284;
- F. A determination that this is an exceptional case within the meaning of 35 U.S.C. § 285 and an award to Peerless of its costs, expenses, and reasonable attorneys' fees incurred in this action;
- G. Such other equitable or legal relief as this Court deems just and proper under the circumstances.

DEMAND FOR JURY TRIAL

Peerless Network, Inc. demands trial by jury on all claims and issues so triable.

Date: May 24, 2017

Respectfully submitted,

By: /s/ Benjamin T. Horton
Benjamin T. Horton (*Pro Hac Vice*)
bhorton@marshallip.com
Tron Y. Fu (*Pro Hac Vice*)
tfu@marshallip.com
MARSHALL GERSTEIN & BORUN LLP
6300 Willis Tower
233 S. Wacker Dr.
Chicago, IL 60606
T: 312.474.6300
F: 312.474.0448

-and-

Marc J. Rachman
mrachman@dglaw.com
DAVIS & GILBERT LLP
1740 Broadway
New York, NY 10019
T: 212-468-4800
F: 212-974-6938

Attorneys for Plaintiff Peerless Network Inc.