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Landmark Networks, LLC  
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14 **UNITED STATES DISTRICT COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA**

16  
17 LANDMARK NETWORKS, LLC,  
18 Plaintiff,  
19 vs.  
20 ELECTRONIC ARTS INC.  
21 Defendant.

CASE NO. 3:17-cv-4121

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

22 Plaintiff Landmark Networks, LLC (“Landmark”) files this Original Complaint against  
23 Electronic Arts, Inc. (“Defendant” or “Electronic Arts”) for infringement of U.S. Patents Nos.  
24 6,018,720 and 6,856,966.

25 **PARTIES**

26 1. Landmark Networks, LLC is a limited liability company organized under the laws of  
27 the State of Texas with its headquarters and principal place of business at 1400 Preston Road, Suite  
28 475, Plano, Texas 75093.

1           2. Defendant Electronic Arts Inc. is a Delaware corporation and having a principal  
2 place of business in California. Electronic Arts Inc. may be served with process through its  
3 registered agent, the Corporation Trust Company, Corporation Trust Center, 1209 Orange Street,  
4 Wilmington, Delaware 19801.

5   **JURISDICTION AND VENUE**

6           3. Landmark brings this action for patent infringement under the patent laws of  
7 the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others. This Court  
8 has subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

9           4. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1400(b).  
10 Landmark is informed and believes Defendant is headquartered in this judicial district, does  
11 business in this judicial district, has committed acts of infringement in this judicial district, has  
12 purposely transacted business in this judicial district involving the accused products, and/or, has a  
13 regular and established places of business in this judicial district.

14   **INTRADISTRICT ASSIGNMENT**

15           5. Pursuant to Local Rule 3-2(c), this case is subject to district-wide assignment  
16 because it is an Intellectual Property Action.

17   **THE PATENTS-IN-SUIT**

18           6. Landmark is the owner by assignment of U.S. Patent No. 6,856,966 (the “’966  
19 Patent”) issued on February 15, 2005, and titled “Product Delivery Methods” and U.S. Patent No.  
20 6,018,720 (the “’720 Patent”) issued on January 25, 2000, and titled “Data Delivery Method and  
21 System Therefor” (collectively the “Landmark Patents”).

22           7. A true and correct copy of the ’966 Patent is attached as Exhibit A.

23           8. A true and correct copy of the ’720 Patent is attached as Exhibit B.

24           9. The patents originated from Universal Entertainment Corporation (“UEC”).



28           10. UEC is a Japanese gaming and entertainment company that is publicly traded on the

1 Tokyo Stock Exchange.

2 11. UEC develops, manufactures, and sells electronic and computerized Pachislot and  
3 Pachinko machines and peripheral devices.



11 12. UEC's research and development efforts focus on gaming systems and software  
12 distribution.

13 13. The '966 and '720 Patents generally relate to product delivery methods and systems  
14 for performing product delivery and accounting simultaneously by utilizing rewritable record  
15 mediums and systems therefor.

16 14. Conventional card systems, including prepaid cards, credit cards, and IC cards, have  
17 encountered numerous problems in the case of delivering software, such as game software, and data  
18 by using these cards. Such problems include: counterfeiting; specialized card readers for reading  
19 prepaid cards; the lack of reloading on a prepaid card; purchasers are limited to possessors of credit  
20 cards; processing the credit card can cause difficulty; lack of communications between the credit  
21 card and computer of a software deliverer about the sales conditions of software; memory capacity  
22 for IC cards is low; data stored on an IC card includes personal data which requires encryption and  
23 anti-copying techniques; and the cost of IC cards.

24 15. The claimed inventions solve these problems as a purchaser buys and acquires  
25 software media (purchaser record medium), to which game software is rewritten or reloaded. The  
26 purchaser writes data representing a predetermined amount of money to the purchaser record  
27 medium.  
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16. At the time of purchase, the purchaser also writes purchaser inherent data to the purchaser record medium. When game software is requested from a computer of the shop, data recorded in the purchaser record medium is sent to software deliverers through communication networks and is collated with past data recorded in the computer. If matched, the game software is delivered from the software deliverer to the shop and is then recorded in the purchase record medium. Simultaneously, additional data relating to the game software is recorded in the purchase record medium and in the computers of the software deliverers.

17. Advantages of the claimed subject matter include online accounting maintenance, without the need for prepaid or reloadable cards, or conversion of currency into computerized credits, as well as simplifying accounting for transactions and balance maintenance.

18. After a complete examination, the Patent Office allowed the claims of the asserted patents finding that they met all requirements for patentability.

19. The Examiner gave the following reasons for allowing the '966 claims:

***Reasons for Allowance***

2. The following is an Examiner's statement of reasons for allowance:

3. The primary reference Suzuki et. al. (U.S. 6,129,274)(Suzuki '274) discloses as previously discussed. However neither Suzuki '274 nor the other documents of record reasonably disclose the combination of the following steps: registering for the purchaser the third data as registered third data, retrieving the registered third data from the data providing system based upon the second data recorded in the rewritable record medium when the purchaser makes a request for the first data; comparing a registered relevant portion of the registered third data with a purchaser relevant portion of the purchaser third data that corresponds to the registered relevant portion to determine a match; and registering the additional third data after the accounting operation has been performed.

20. As the owner of the '720 and '966 Patents, Landmark holds all substantial rights in and under the '720 and '966 Patents, including the right to grant sublicenses, exclude others, and to

1 enforce, sue, and recover damages for past and future infringement.

2 **ELECTRONIC ARTS**



7 21. EA is a leading global interactive entertainment software company. EA delivers  
8 games, content and online services for Internet-connected consoles, personal computers, mobile  
9 phones, and tablets. EA makes, sell, markets, and distributes software games through its Origin  
10 store and client.

11 22. EA runs and operates the Origin client, an application and digital media delivery  
12 system.



17 23. The Origin application and related services formerly was called the “EA download  
18 manager.”

19 24. EA requires users to agree to the terms of the Software End User License Agreement  
20 for Origin Application and Related Services (the “Origin EULA”).

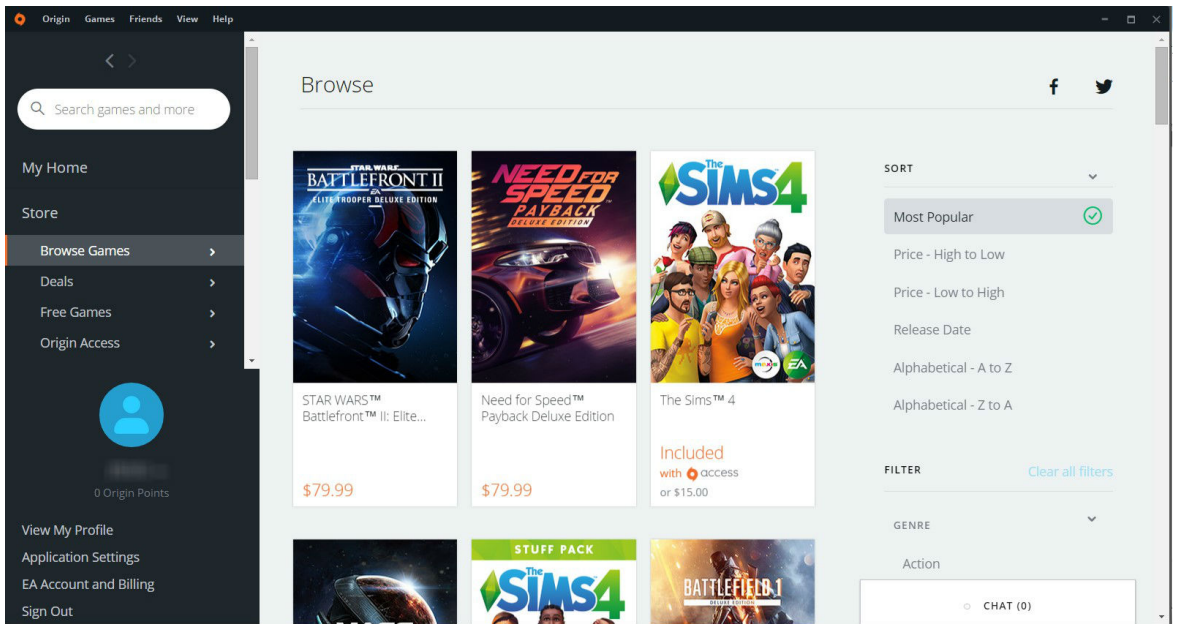
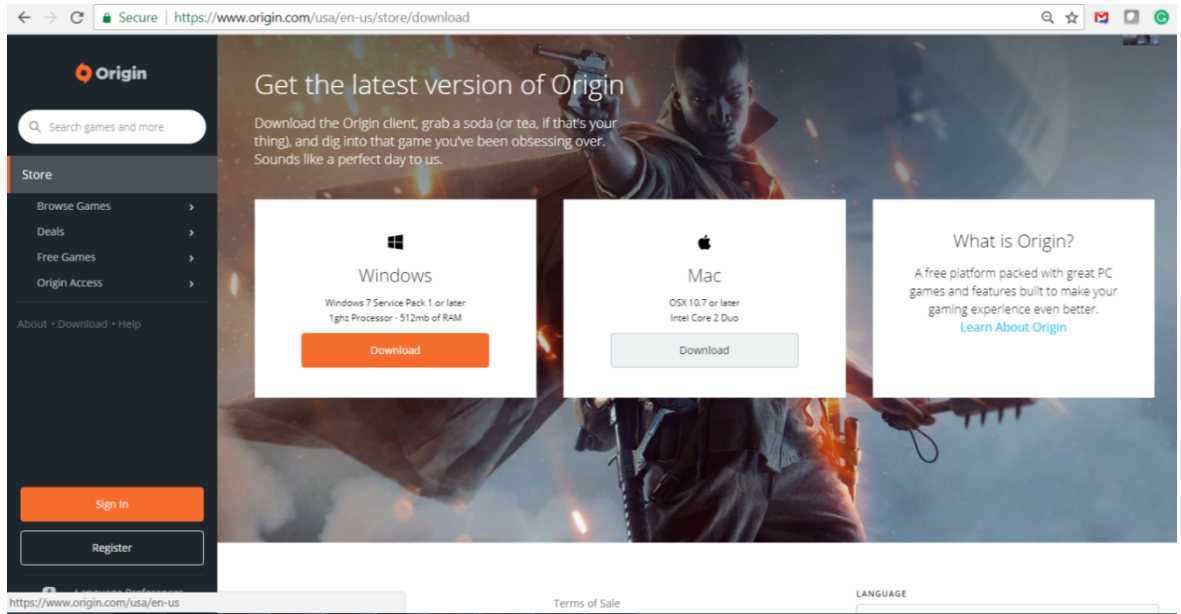
21 25. The current version of the Origin EULA is available at  
22 <https://tos.ea.com/legalapp/eula/US/en/ORIGIN/>.

23 26. Under the Origin EULA, EA has the right to automatically download and install  
24 updates to the Origin application software and the user is prohibited from modifying the application  
25 software or using it in any manner contrary to the terms of the license grant from EA.

26 27. EA delivers products to its end-users via its Origin store (“Origin Store”).

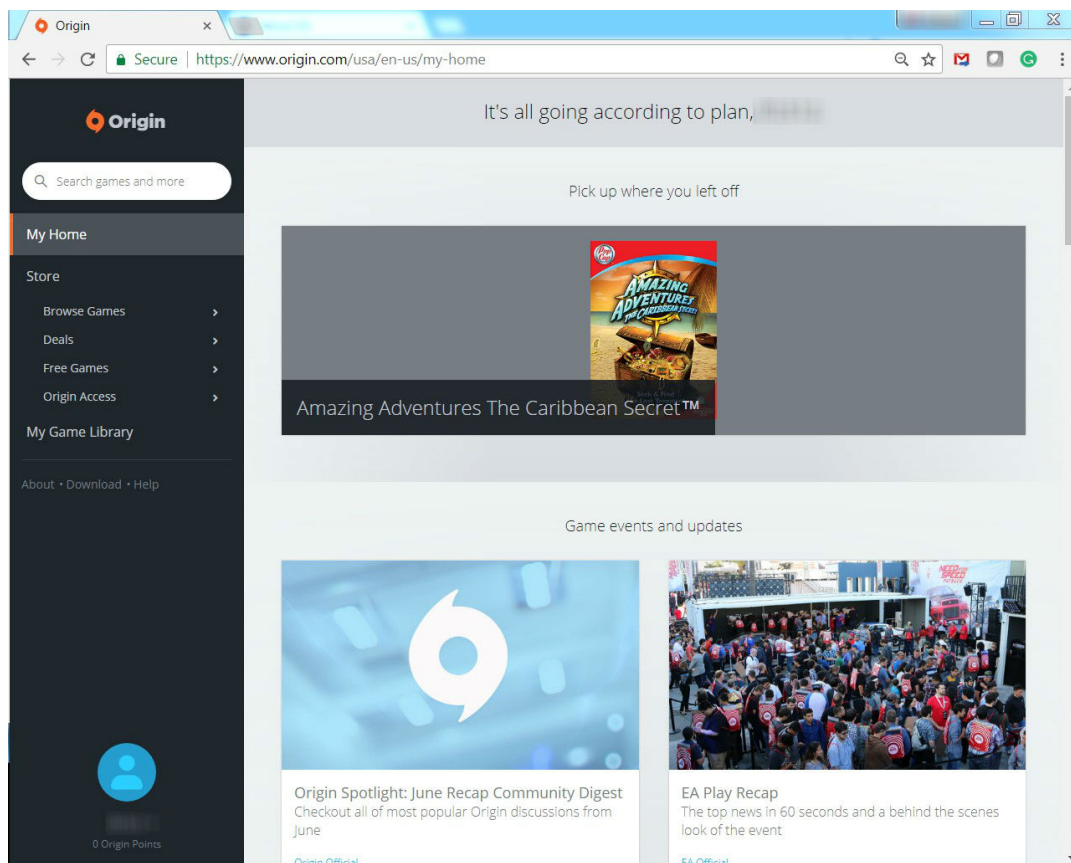
27 28. Origin is an application (client) and a digital media store available to users.  
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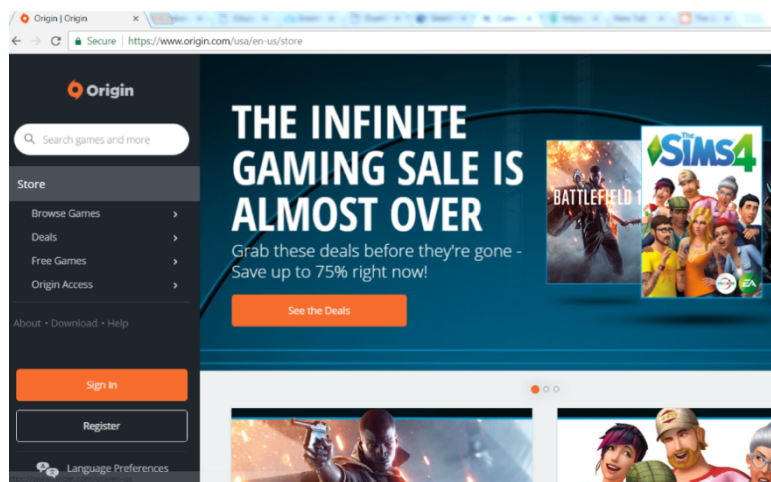
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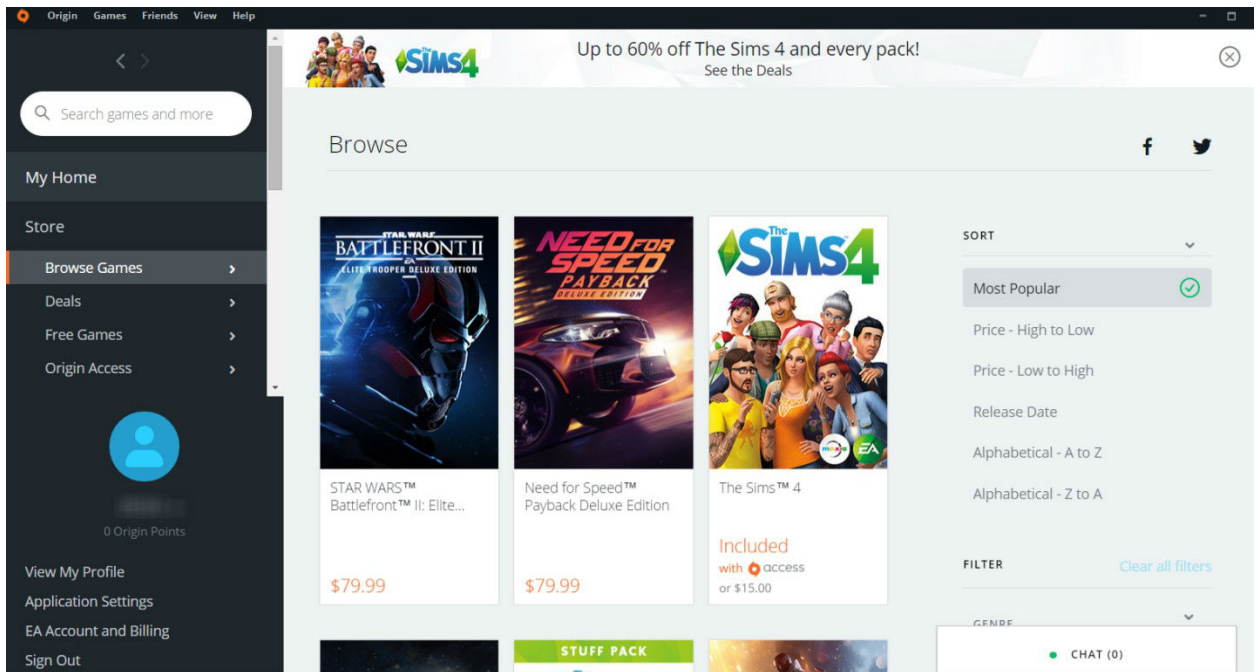
29. The Origin Store is accessible through icons or menus on the Origin client and online through the Origin website (<https://www.origin.com>).



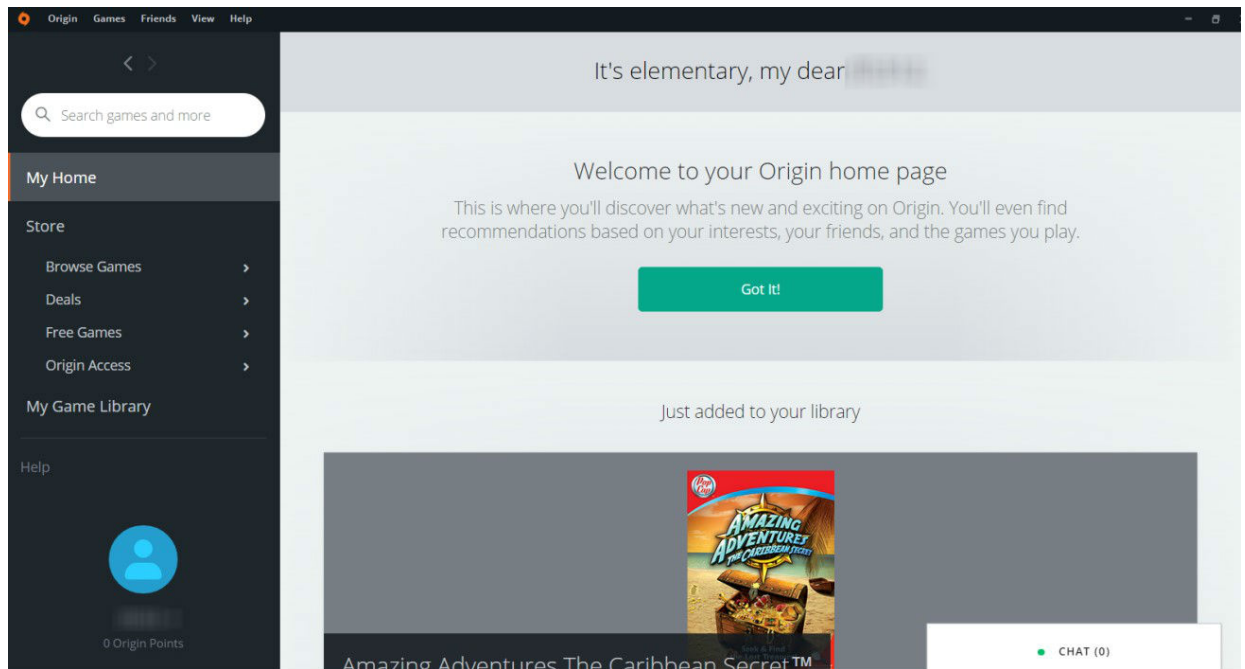
### EA AND THE '966 PATENT

30. The screenshots below show the Origin Store accessible via Internet browsers and the Origin client.





31. EA Origin Store delivers data (e.g., a game) via a communication line (e.g., WAN,

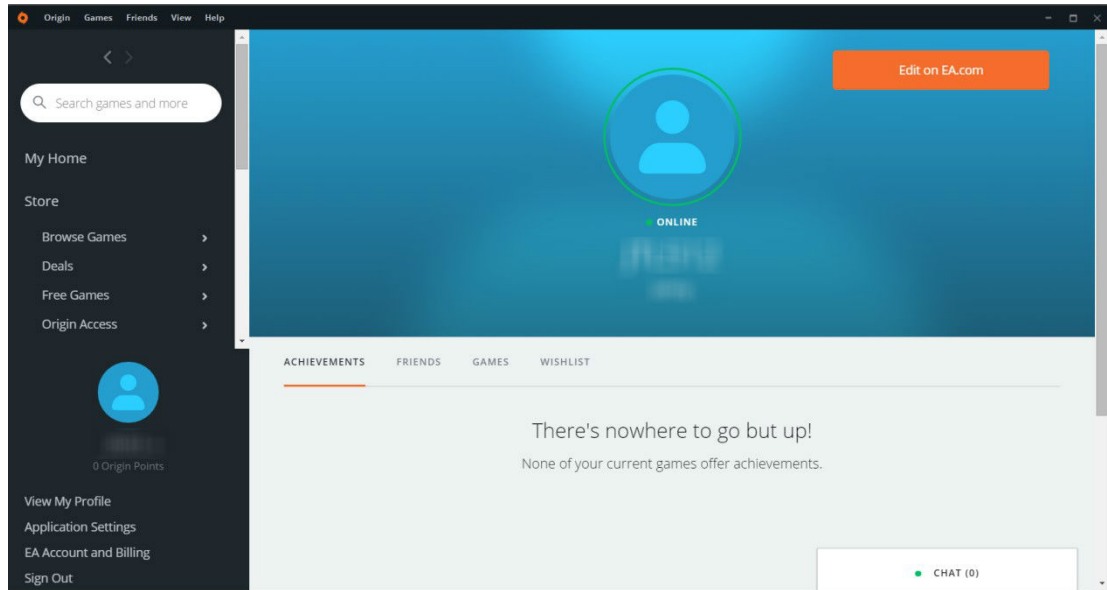


LAN, the internet, etc.) to a user's rewritable record medium (e.g., a user's computer).

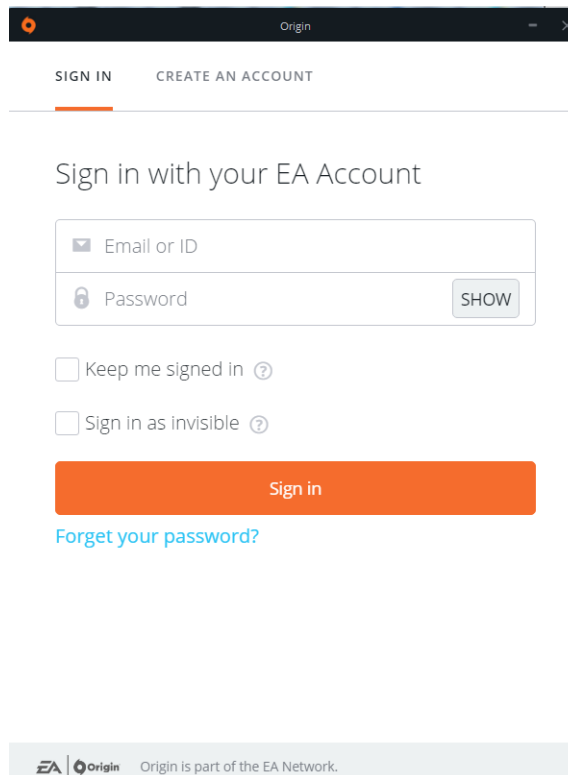


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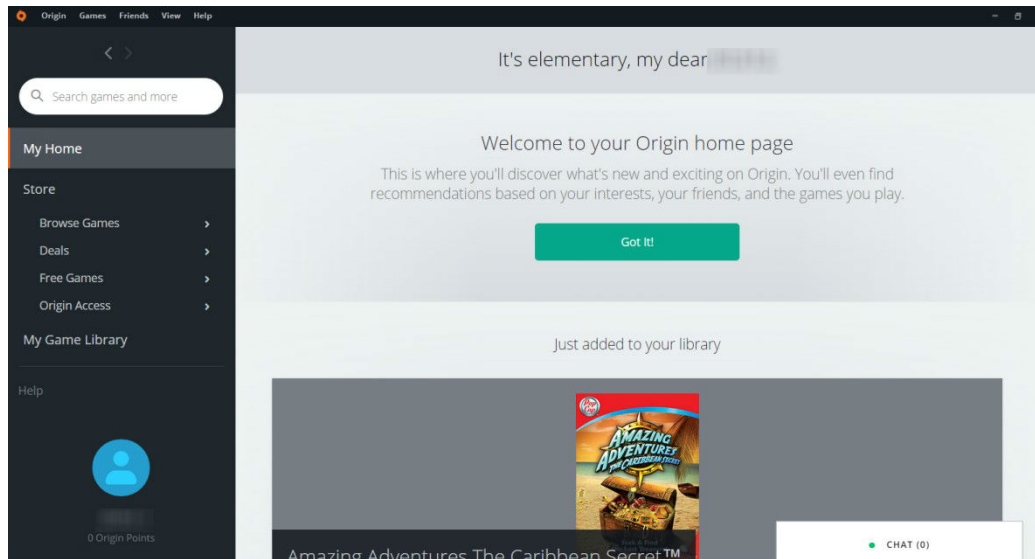
32. The Origin client includes a notation that the user is online and offline.



33. EA Origin Store records and stores a purchaser's identification data. Such information may include a user's ID, password or other identifying or authenticating data relating to the user account.

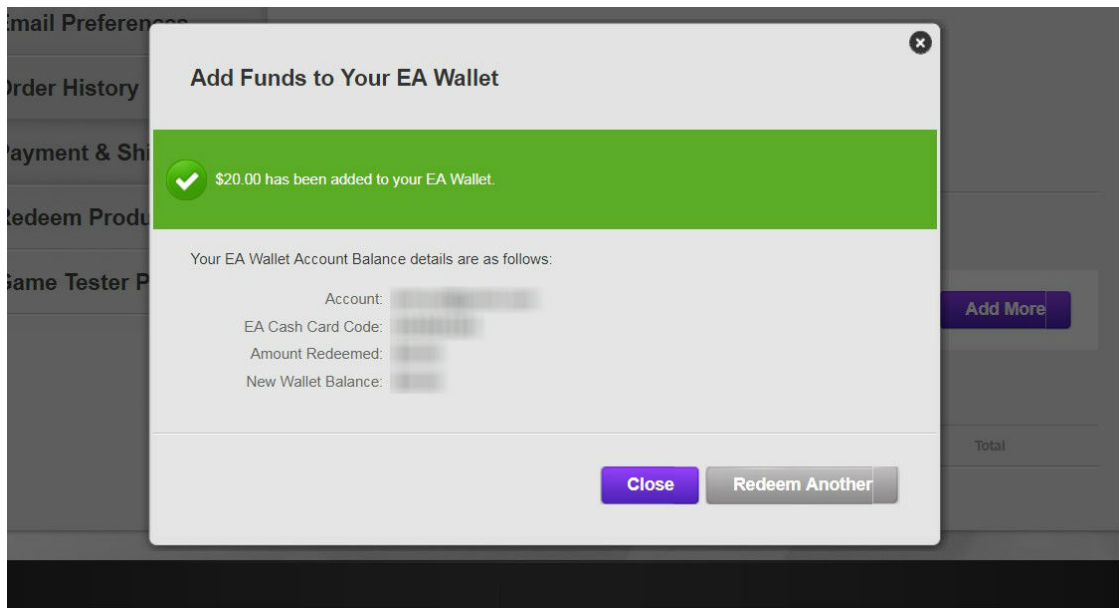


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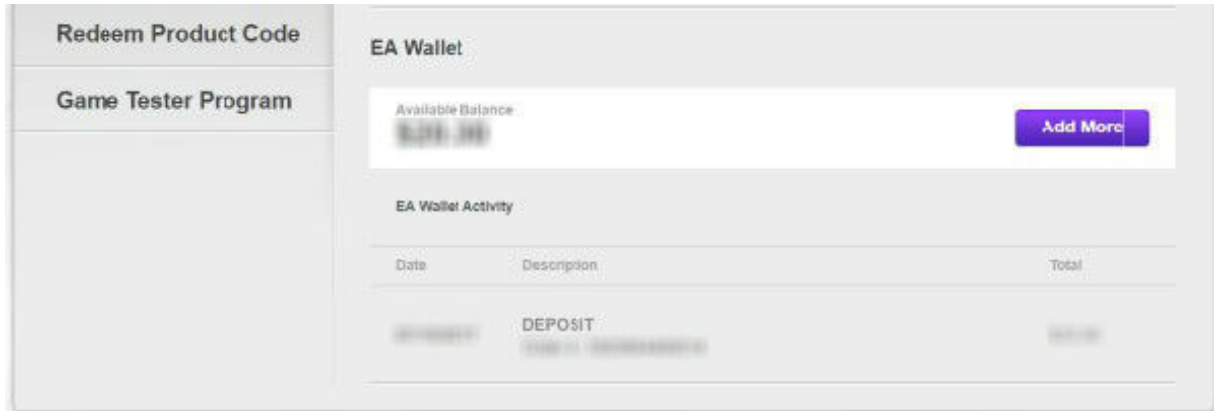


34. EA/Origin servers store data used to determine whether a purchase satisfies a data purchase requirement.

35. A purchase from the EA Origin Store generates data that includes purchase information on available purchaser balances.

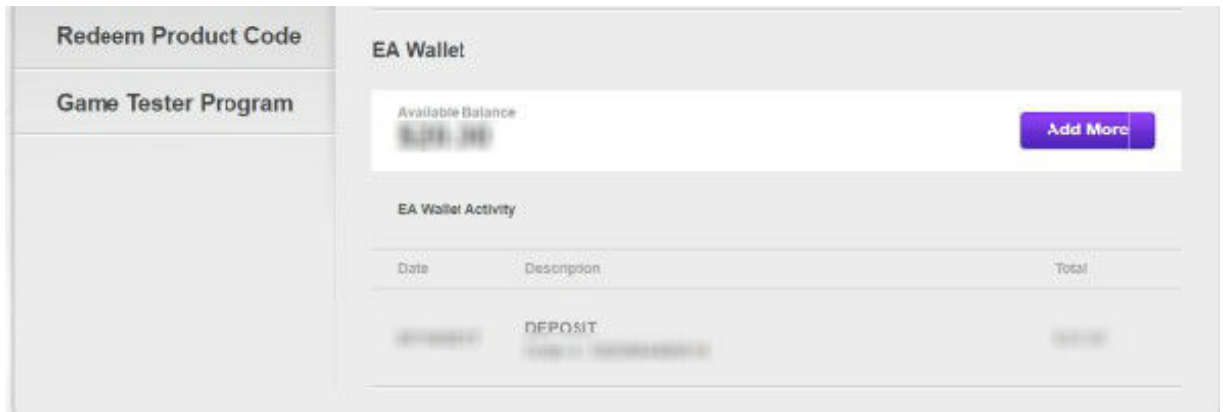


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36. User information is stored on EA Origin Store and used in connection with the purchase process. Such information includes available balance and information required to effect a purchase transaction by the user. Purchase information, or third data, is stored on the EA/Origin servers.

37. The EA/Origin system includes a “wallet” that reflects, among other things, a purchaser’s available funds as shown below:



38. When a user makes a purchase through the Origin Store, purchase information is generated and recorded on the user’s computer to register the purchaser’s product, her account balance and financial information, and information in local cache files and folders that entitle her to future downloads, access to software patches and updates, and use of the software on additional machines.

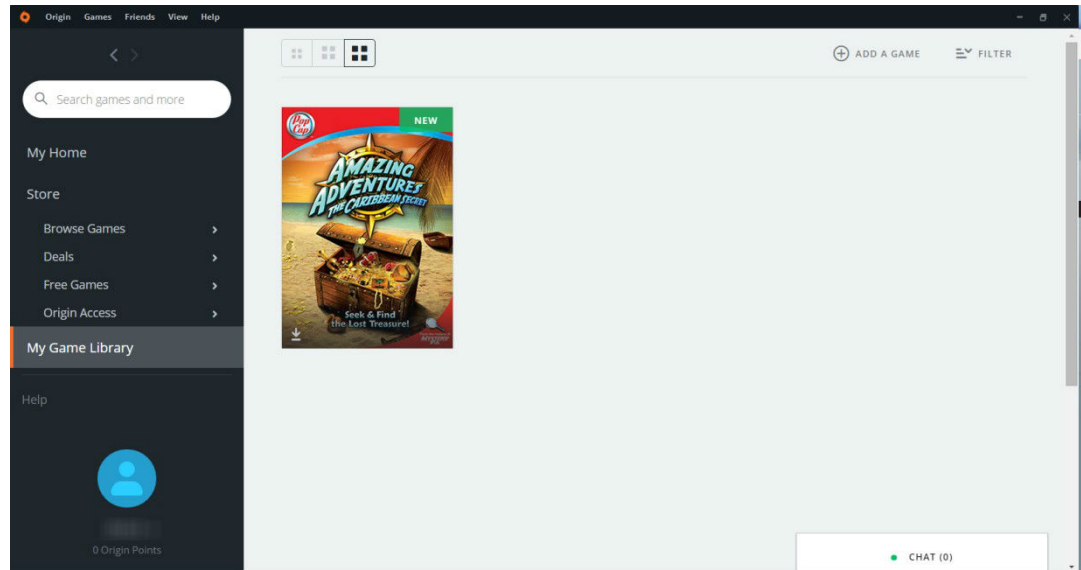
39. EA maintains logs and data files reflecting purchase transactions.

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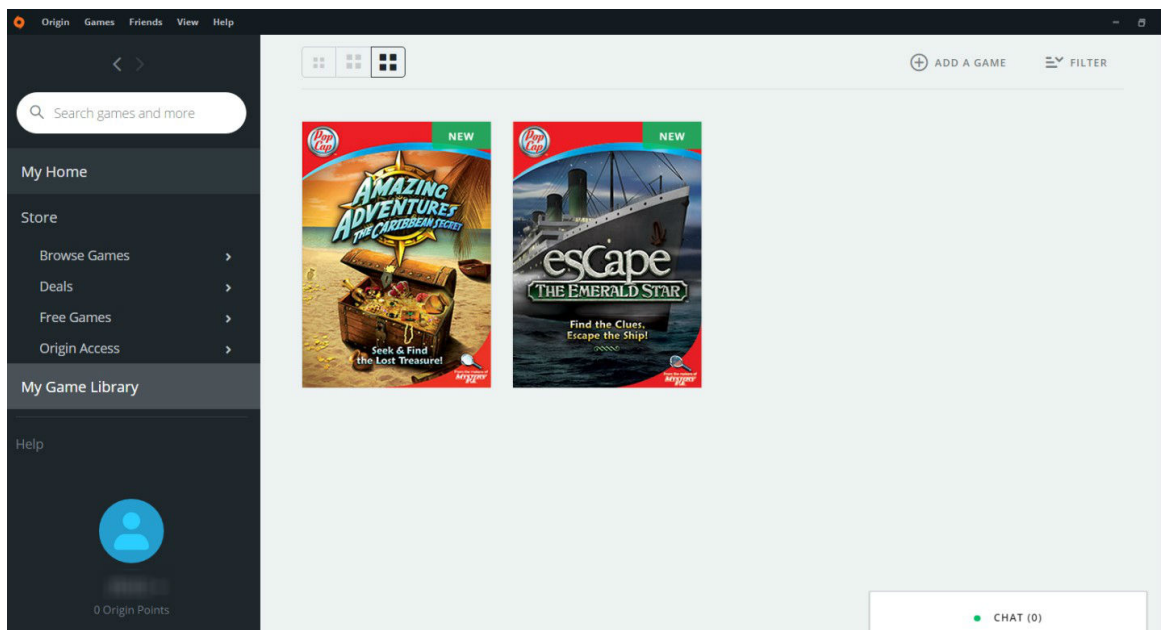
40. Purchase information is registered on EA/Origin servers.

41. Purchase history and data reflecting purchased games are stored on EA/Origin servers.

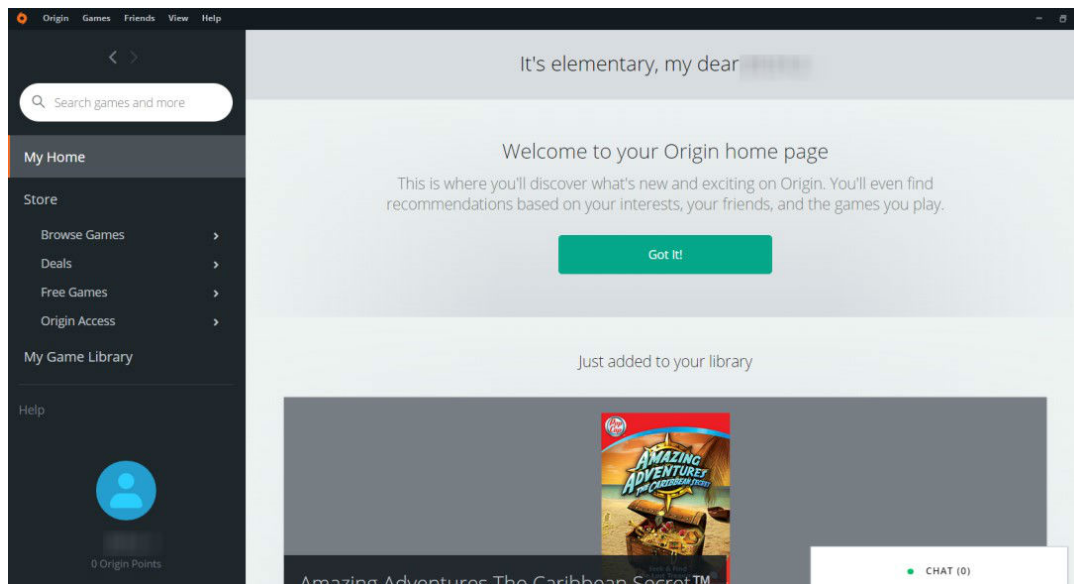
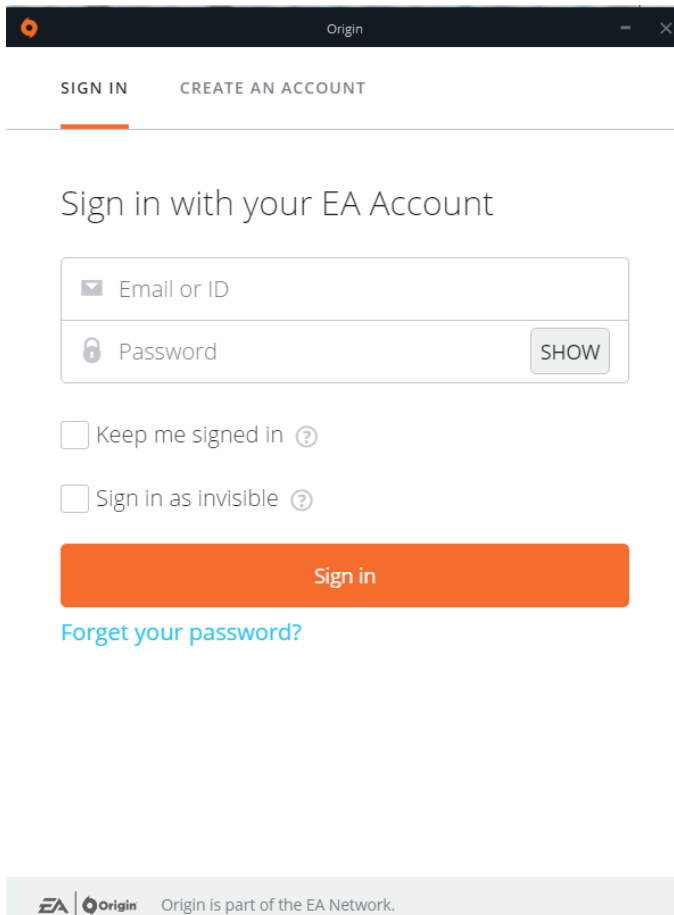
42. When a user accesses the online Origin Store using an Internet browser, the user's list of games is shown in the Game Library, pictured below.



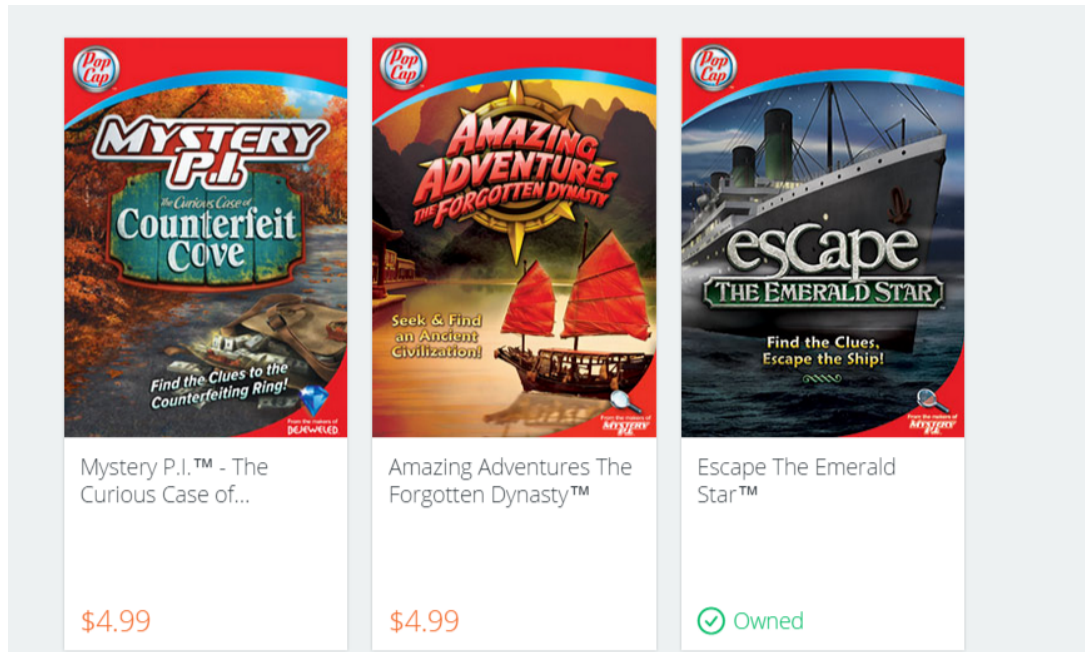
43. When a user accesses the Origin Store, the user's games are displayed in the user's library, as shown below.



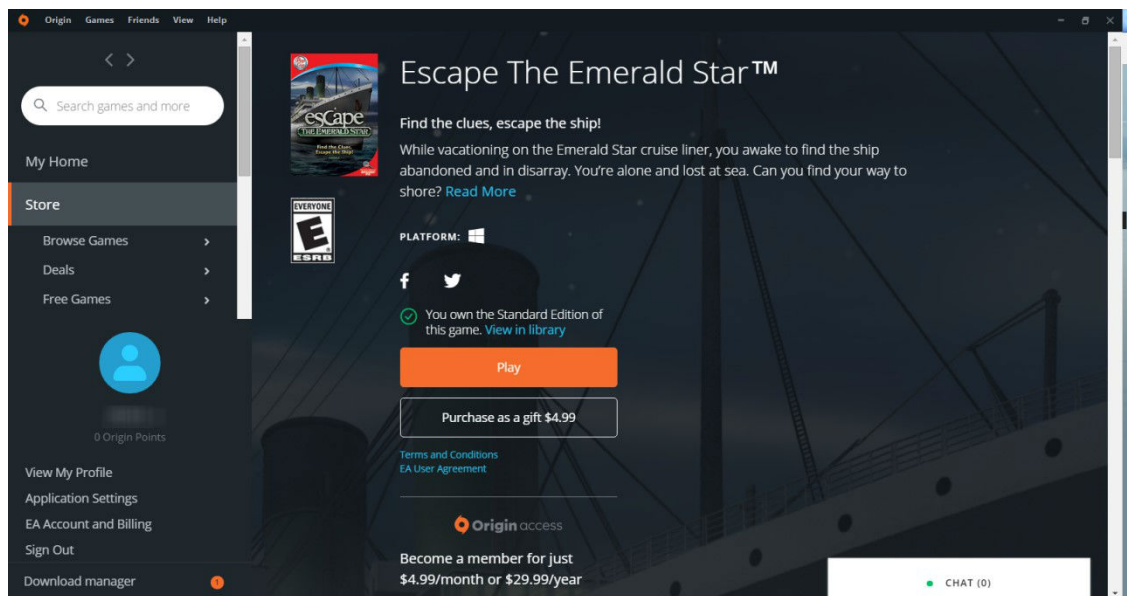
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2 44. A purchaser must be “signed in” to an EA/Origin account in order to make a  
3 purchase request.  
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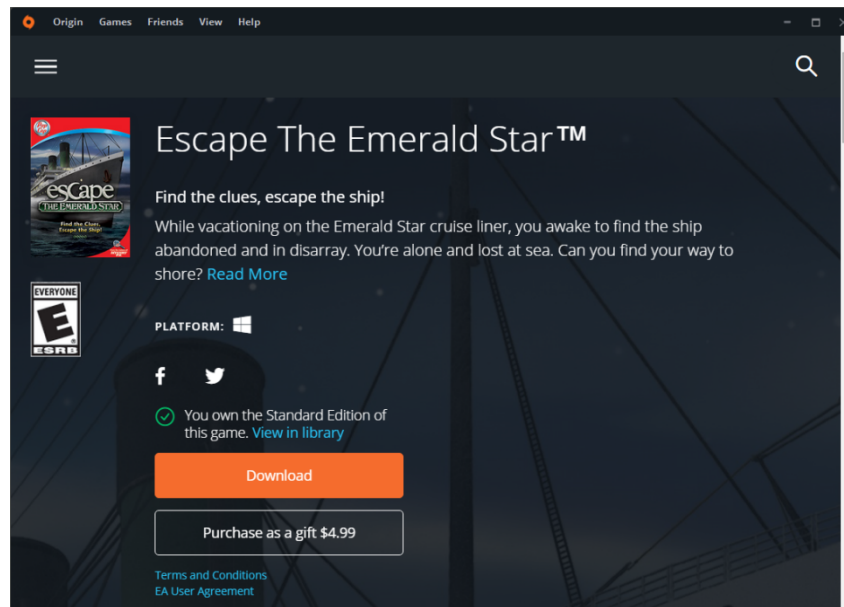
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3 45. When a user accesses the Origin Store using an Internet browser, the system  
4 indicates games previously purchased, as exemplified below.  
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17 46. When a user accesses the Origin Store, games previously purchased are indicated, as  
18 exemplified below.  
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2 47. Origin prevents a user from purchasing a game she already owns by removing the  
3 “buy” button and indicating that the game is already in the user’s library, as exemplified below.  
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15 48. The screenshot above shows a notification Origin provides to a user trying to  
16 purchase content already in her library.

17 49. Purchase information associated with a purchaser’s account is retrieved from an  
18 EA/Origin server when the purchaser requests the purchase of content data (e.g., a game).

19 50. A game can be downloaded when: 1) the username and password entered in the  
20 application match what is stored on the EA/Origin server, and 2) the application checks that the  
21 game is not already installed on the user’s console.

22 51. Purchase information associated with a purchaser’s account is retrieved from an  
23 EA/Origin server or servers when the purchaser requests the purchase of content data (e.g., a  
24 game).

25 52. Purchase information associated with a purchaser’s account is retrieved from an  
26 EA/Origin server or servers when the purchaser requests the purchase of content data (e.g., a  
27 game).

28 53. EA/Origin systems perform an accounting operation that provides the requested data

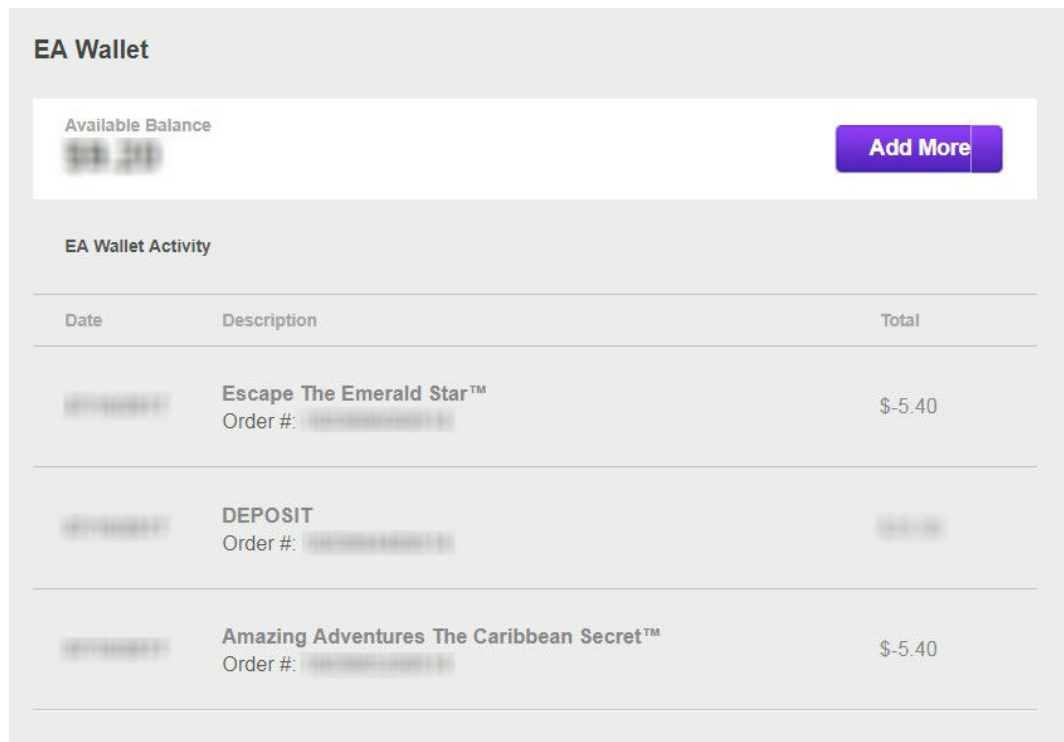
1 when relevant portions of purchase information match.

2 54. A purchase from the Origin system generates content data for delivery to the user.

3 55. An accounting operation occurs during checkout when a credit card is charged or  
4 funds are deducted from the Origin “Wallet.”

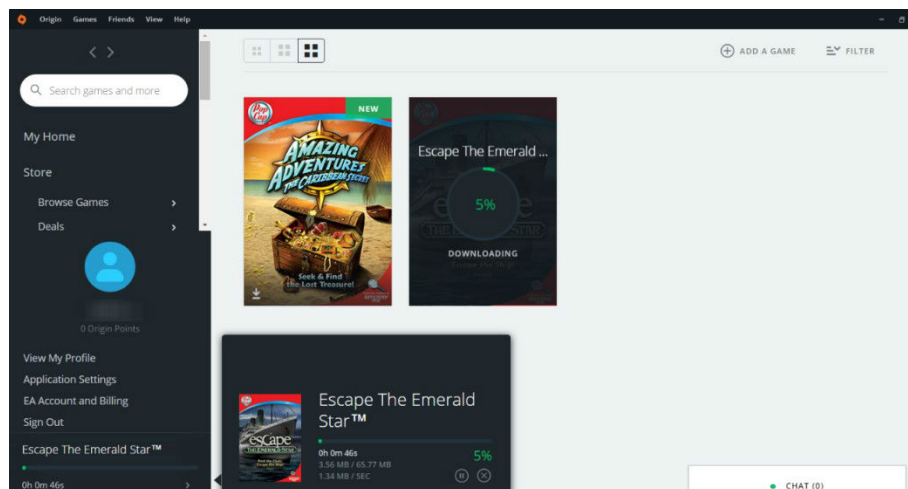
5 56. The Origin Wallet reflects a user’s purchase information including available  
6 balances and purchase transaction history.

7 57. The screenshot below shows the transaction history tab for a user.



21 58. After a purchase transaction, data is recorded onto rewritable record medium.

22 59. Data can be downloaded only after it is purchased.





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3 60. Purchase history and a list of purchased games (in the user's library) is shown via  
4 the user's account management interface as shown below.

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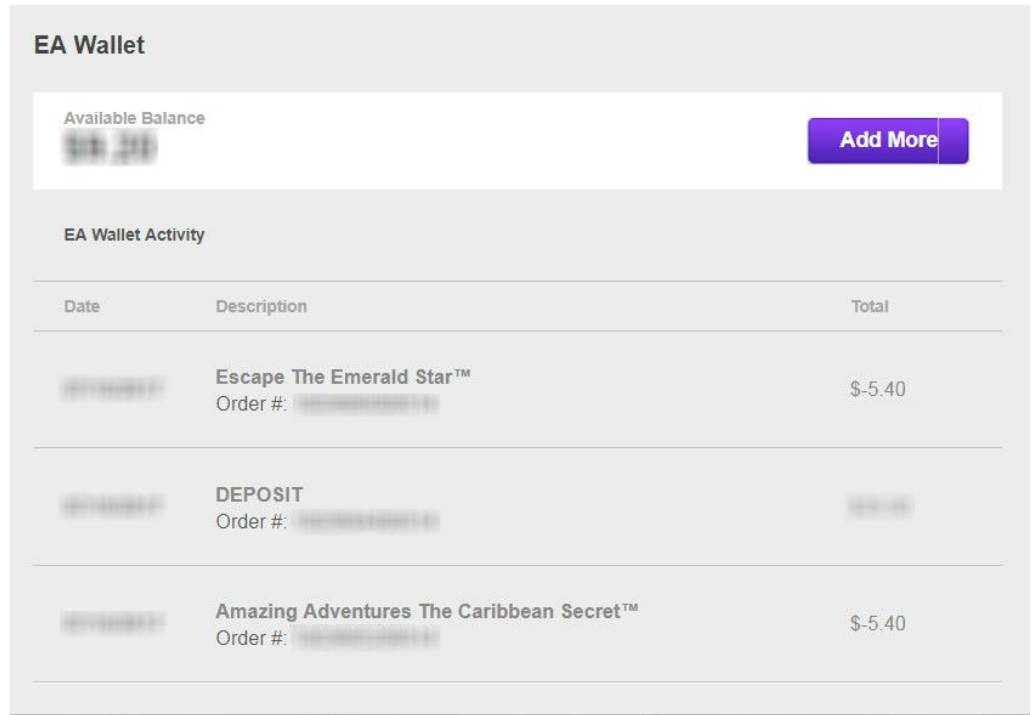
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The screenshot shows the EA Wallet interface. At the top, it displays the 'Available Balance' as \$0.00 and an 'Add More' button. Below this is the 'EA Wallet Activity' section, which contains a table with three rows of transactions:

Date	Description	Total
11/11/16	Escape The Emerald Star™ Order #: 1111111111111111	-\$5.40
11/11/16	DEPOSIT Order #: 1111111111111111	\$5.40
11/11/16	Amazing Adventures The Caribbean Secret™ Order #: 1111111111111111	-\$5.40

16 61. After a purchase transaction, purchase information and available purchaser balance  
17 are registered in the EA/Origin data providing system.

18 62. Purchase history is stored on EA/Origin servers and is accessible via an Internet  
19 browser.

20 63. Each purchase is registered on an EA Origin Store computer.

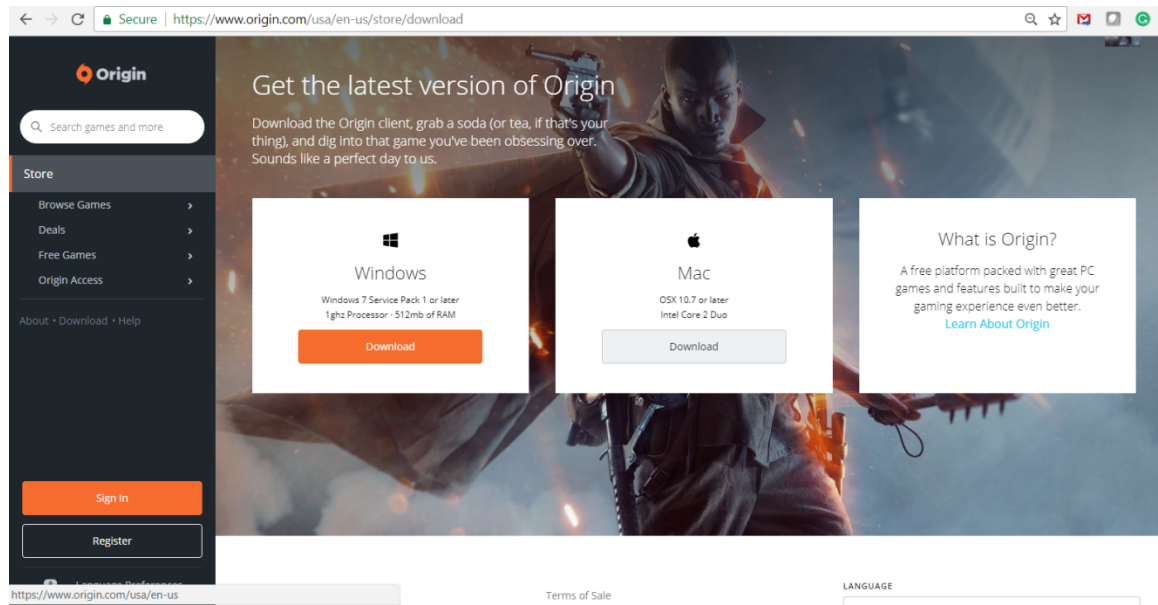
21 **EA AND THE '720 PATENT**

22 64. Origin requires a user to have a computer having memory with areas for storing  
23 primary data and additional data including purchaser, purchase, and accounting data.

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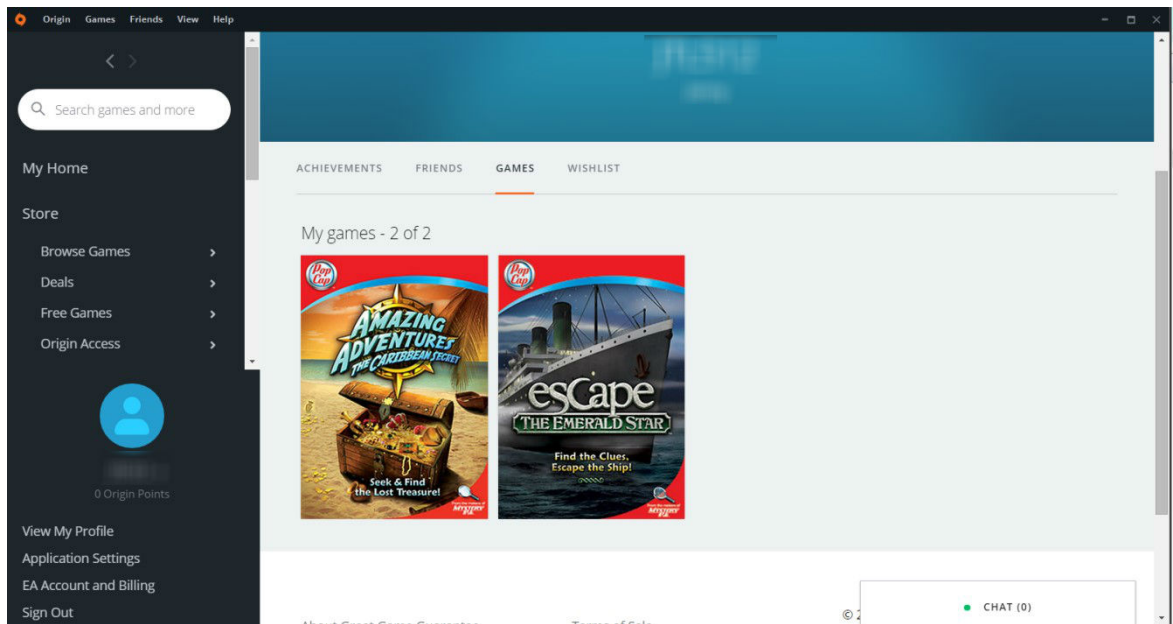
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65. The Origin client requires the memory as shown below.



66. Games purchased on the EA Origin Store are stored locally.

67. Local memory stores content data in data structures created by the Origin client application, and the Library shows stored games, as shown below.



68. A list of game purchases corresponding to a user ID is stored on and available from the Origin website and on the Origin client.

1           69. Historical data is recorded in an EA/Origin server and in the user PC/laptop  
2 memory.

3           70. Origin creates logs and other files on the user PC/laptop that record historical data.

4           71. Primary data (e.g., game data) requested by a purchaser is delivered from an  
5 EA/Origin server to the user computer (i.e., a PC/laptop) when the historical data stored in the user  
6 computer is matched to historical data stored on the EA/Origin server.

## 8           **DOWNLOAD YOUR GAMES IN ORIGIN**

9  
10           Wednesday, 03 May 2017

11           Learn how to download a game to My Game Library in Origin.

12           When you buy a game or downloadable content (DLC) through Origin, it is automatically added to My Game Library.

13           If you buy a game from a third-party retailer, redeem your Product Code in Origin to start gaming.

### 14           **When you're ready to download your new game:**

- 15           1. Launch the Origin client.
- 16           2. Log in to your EA Account.
- 17           3. Navigate to **My Game Library**.
  - 18           ○ Can't find your games? See if these steps help you find what's missing from your game library.
- 19           4. You can download your game by:
  - 20           ○ Clicking the **grey down arrow** in the bottom left of the game tile.
  - 21           ○ Right-clicking on the game tile and clicking **Download**.
  - 22           ○ Clicking on the game, which will pop up more information including an orange **Download** button.
- 23           5. Once you start downloading, follow the instructions for your game to install it and start playing!

24           72. A game can be downloaded from Origin when the username and password entered  
25 match what is stored on the EA/Origin server and Origin checks that the game is not already  
26 installed/downloaded on the user's computer.

27           73. Origin performs accounting operations for tracking and recording user account  
28 information relating to purchases and download transactions.

**COUNT I**

**(INFRINGEMENT OF U.S. PATENT NO. 6,856,966)**

74. Landmark incorporates paragraphs 1 through 73 herein by reference.

75. As the owner of the '966 Patent, Landmark holds all substantial rights in and under the '966 Patent, including the right to grant sublicenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

76. The '966 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

77. Defendant has practiced and continues to practice one or more claims of the '966 Patent, including at least claims 1, 2, 3, 4, 5, 6, 7, and 8, by making, using, offering for sale, operating, licensing, selling and/or importing the Origin/EA content delivery system and EA Origin Store.

78. Defendant has no consent or authorization to practice the '966 Patent.

79. Defendant is on notice of the '966 Patent.

80. Landmark has been damaged as a result of Defendant's infringing conduct.

81. Defendant is liable to Landmark in an amount that adequately compensates Landmark for Defendant's infringement, which compensation can be no less than a reasonable royalty together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**COUNT II**

**(INFRINGEMENT OF U.S. PATENT NO. 6,018,720)**

82. Landmark incorporates paragraphs 1 through 81 herein by reference.

83. As the owner of the '720 Patent, Landmark holds all substantial rights in and under the '720 Patent, including the right to grant sublicenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

84. The '720 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

85. Defendant is practicing and continues to practice one or more claims of the '720

1 Patent, including at least claims 1 and 10, by making, using, licensing, operating, offering for sale,  
2 selling and/or importing the EA content delivery system and Origin Store.

3 86. Defendant has no consent or authorization to practice the '720 Patent.

4 87. Defendant is on notice of the '720 Patent.

5 88. Landmark has been damaged as a result of Defendant's infringing conduct.

6 89. Defendant is thus liable to Landmark in an amount that adequately compensates it  
7 for Defendant's infringement, which compensation can be no less than a reasonable royalty  
8 together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

9 **NOTICE**

10 90. Landmark has complied with the notice requirement of 35 U.S.C. § 287 and does  
11 not currently distribute, sell, offer for sale, or make products embodying the asserted Landmark  
12 Patents.

13 **PRAYER FOR RELIEF**

14 Landmark prays for the following relief:

- 15 a) A judgment be entered that Defendant has infringed one or more claims of the '966  
16 Patent and the '720 patent;
- 17 b) A judgment be entered that the '966 Patent and the '720 patent are valid and  
18 enforceable;
- 19 c) Landmark be awarded damages adequate to compensate Landmark for Defendant's  
20 infringement of the '966 Patent and the '720 patent up until the date such judgment is  
21 entered, including prejudgment and post-judgment interest, costs, and disbursements  
22 as justified under 35 U.S.C. § 284 and, if necessary to adequately compensate  
23 Landmark for Defendant's infringement, an accounting;
- 24 d) A judgment that Landmark be awarded attorneys' fees, costs, and expenses incurred in  
25 prosecuting this action; and
- 26 e) A judgement that Landmark be awarded such further relief at law or in equity as the  
27 Court deems just and proper.
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Dated: July 19, 2017

By \_\_\_\_\_

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**DEMAND FOR JURY TRIAL**

Landmark demands trial by jury for all issues so triable pursuant to Fed. R. Civ. P. 38(b) and Civil L.R. 3-6(a).

Dated: July 20, 2017

By /s/ Marc Belloli  
Marc Belloli

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