

1 John Lee, SBN 229911
Jennifer Ishimoto, SBN 211845
2 Banie & Ishimoto LLP
3705 Haven Ave., #137
3 Menlo Park, California 94025
Telephone: 650-241-2774
4 Email: jlee@banishlaw.com
ishimoto@banishlaw.com
5

6 Attorneys for Plaintiff Lone Star Targeted Advertising,
LLC
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10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
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13 LONE STAR TARGETED ADVERTISING, LLC,

14 Plaintiff,

15 v.

16 REVJET CORPORATION,

17 Defendant.
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CASE NO. 5:19-cv-00542-VKD

FIRST AMENDED COMPLAINT FOR
PATENT INFRINGEMENT

1 Plaintiff Lone Star Targeted Advertising, LLC (“LSTA”), for its First Amended Complaint
2 against RevJet Corporation (“Defendant” or “RevJet”), alleges as follows:

3 **PARTIES**

4 1. Plaintiff Lone Star Targeted Advertising, LLC (“LSTA”) is a limited liability
5 company organized under the laws of the State of Texas with its principal place of business in
6 Dallas, Texas.

7 2. On information and belief, RevJet Corporation is a company organized under the
8 laws of Delaware with an office at 981 Industrial Road, Suite F, San Carlos, CA 94070. RevJet is
9 a registered corporation in the state of California.

10
11 **JURISDICTION AND VENUE**

12 3. This is an action for patent infringement in violation of the Patent Act of the United
13 States, 35 U.S.C. §§ 1 *et seq.*

14 4. This Court has original and exclusive subject matter jurisdiction over the patent
15 infringement claims for relief under 28 U.S.C. §§ 1331 and 1338(a).

16 5. This Court has personal jurisdiction over Defendant because Defendant has
17 transacted and is transacting business in the Northern District of California that includes, but is not
18 limited to, the use of products and systems that practice the subject matter claimed in the patents
19 involved in this action. On information and belief, Defendant has an office in San Carlos,
20 California.

21 6. Venue is proper in this district under 28 U.S.C. 1400(b) because Defendant has
22 committed acts of infringement and has a regular and established place of business within this
23 District. Specifically, on information and belief, RevJet has a regular and established place of
24 business at 981 Industrial Road, Suite F, San Carlos, California 94070.

25 **INTRADISTRICT ASSIGNMENT**

26 7. This is an Intellectual Property action appropriate for district-wide assignment
27 under Civ. L.R. 3-2(c).

FACTS

8. On October 9, 2001, U.S. Patent No. 6,301,619, entitled “System and Method for Providing Service of Sending Real Time Electronic Information to Selected Individual Viewers of Transmitted Video or Computerized Signals” was duly and legally issued. A true and correct copy of the ’619 Patent is attached hereto as Exhibit A. The ’619 Patent issued from application Serial Number 09/260,035 filed March 2, 1999. The inventors assigned all right, title and interest in the ’619 Patent to Oplus Technologies Ltd. Oplus Technologies Ltd. assigned its entire right, title, and interest in ’619 Patent to Lone Star Technological Innovations, LLC, who then assigned its entire right, title, and interest in the ’619 Patent to LSTA. LSTA is the sole owner of all rights, title, and interest in and to the ’619 Patent including the right to sue for and collect past, present, and future damages and to seek and obtain injunctive or any other relief for infringement of the ’619 Patent.

9. Claim 9 of the ’619 Patent states:

A method for a sender sending real time electronic information to a viewer of transmitted video signals, the method comprising the steps of:

- (a) providing viewer attribute information related to the viewer;
- (b) receiving and storing said viewer attribute information by an electronic device, included with an in communication with a television belonging to the view, said viewer attribute information input into said electronic device by the viewer;
- (c) providing sender requested electronic information of the sender to be transmitted by request of the sender to the viewer, said sender requested electronic information of the sender is included with a non-viewer provided subset of said viewer attribute information related to the viewer;
- (d) providing a service center for communicating to a television station provider of the transmitted video signals encoding instructions to form encoded sender requested electronic information of the sender;
- (e) transmitting a compound video signal including said non-viewer provided subset of viewer attribute information and said encoded sender requested electronic information of the sender by said television station provider of the transmitted video signals to said electronic device included with and in communication with said television belonging to the viewer;
- (f) making a decision selected from the group consisting of accepting said encoded sender requested electronic information of the sender and not accepting said encoded sender

requested electronic information of the sender by said electronic device included with and in communication with said television belonging to the viewer, whereby said decision by said electronic device accepting said encoded sender requested electronic information the sender is made by recognizing said non-viewer provided subset of said viewer attribute information;

(g) decoding said encoded sender requested electronic information of the sender by said electronic device included with and in communication with said television belonging to the viewer to form decoded sender requested electronic information of the sender;

(h) formatting said decoded sender requested electronic information of the sender by said electronic device included with and in communication with said television belonging to the viewer to form formatted decoded sender requested electronic information of the sender;

(i) opening up of a subwindow within said television belonging to the viewer; and

(j) displaying said formatted decoder sender requested electronic information of the sender within said subwindow within said television belonging to the viewer.

On information and belief, RevJet infringes Claim 9 of the '619 Patent. Specifically, RevJet claims that it can provide “personalized, and interactive creatives for any channel.”

www.revjet.com. RevJet’s “Orora’s simple API provides access to a full array of powerful back-end systems including:” (1) “dynamic content delivery engine,” (2) “real time audience engine” and (3) “real time product engine.” https://www.revjet.com/orora_operating_system.

10. RevJet’s system infringes each element of Claim 9 as follows:

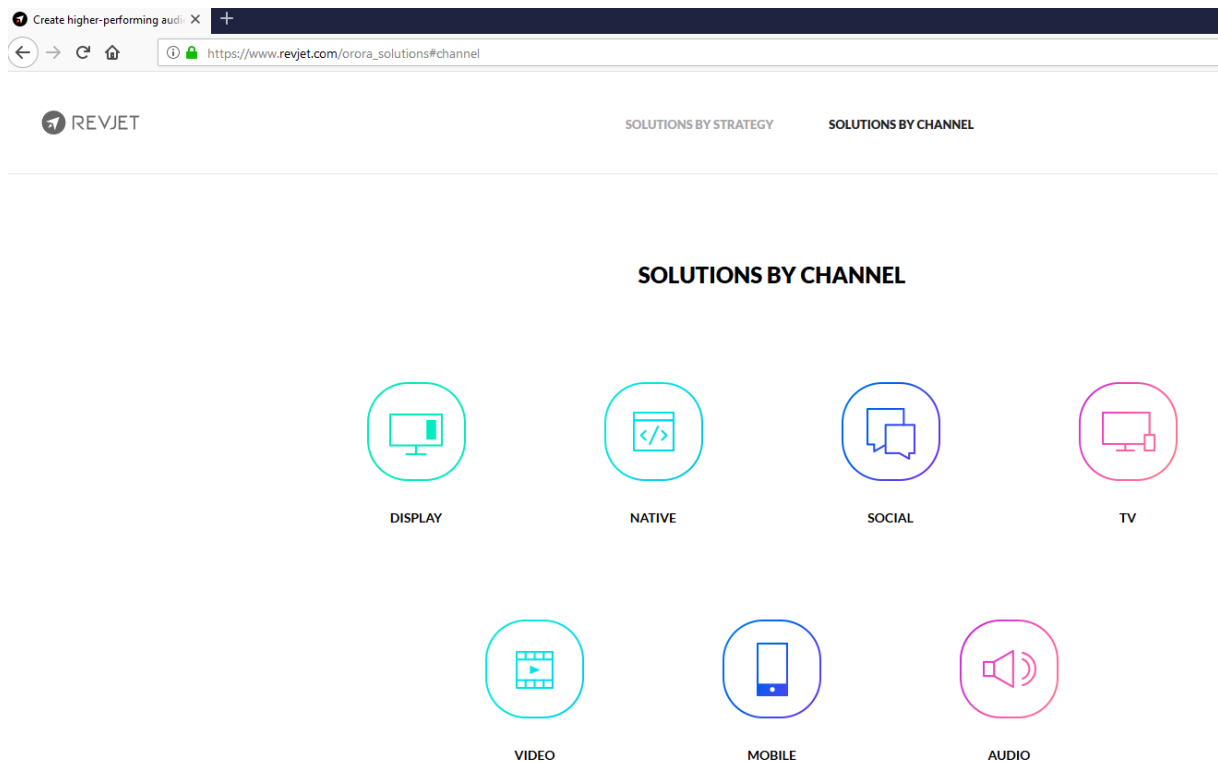
a. “providing viewer attributable information related to the viewer” –

RevJet’s Orora operating system provides viewer attribute information via advance audience analytics, in particular:

- Real Time Audience Engine - Collects, models and scores user behavior data in milliseconds
- Audience Based Rule Engine - Dynamically formulates audiences based on detected, behavioral, imported and other data for creative targeting & personalization
- Look-alike Engine - Builds audiences of like behaving consumers based on site and media behavior
- NEURAL-NET LEARNING ENGINE - Continuous learning for audience clusterization to optimize creative response by each sub-audience

See https://www.revjet.com/orora_operating_system.

b. “receiving and storing said viewer attribute information by an electronic device included with an in communication with a television belonging to the viewer, said viewer attribute information input into said electronic device by the viewer” – In order for Revjet to utilize its platform and analytical system, an electronic device of the viewer’s is in communication with a TV in order to obtain “real-time” audience data and insights. On information and belief, this will usually be a set top box that provides the real-time analytics information to the “sender”. RevJet’s Ad Experience Platform is the first comprehensive enterprise platform purpose-built to power every marketing creative use case across every media channel at scale, including connected TV:



https://www.revjet.com/orora_solutions#channel.

Further, Revjet’s Audience Based Rule Engine “Dynamically formulates audiences based on detected, behavioral, imported and other data for creative targeting & personalization”, which

meets this requirement as the viewer must, either actively or passively, “input” their behavior and other metadata into their device.

c. “providing sender requested electronic information of the sender to be transmitted by request of the sender to the viewer, said sender requested electronic information of the sender is included with a non-viewer provided subset of said viewer attribute information related to the viewer” -- On information and belief, targeted advertisements based on the campaign being run using RevJet’s Orora operating system meet this requirement, as the sender is requesting the sending of information from sender to viewer based on viewer attributable information. RevJet’s Dynamic Content Engine “[d]ynamically assembles personalized creative content for delivery to any channel”, packaging together content and view attributes.

In addition to the Orora operating system, Revjet provides a substantial set of apps to interface with Orora and facilitate audience targeting:

- “RevJet Apps are built on the Orora Operating System to infuse insights through every application. The underlying framework includes systems for increasing intelligence across creative production, audience management, and optimization experiments. Marketing Intelligence automatically captures billions of data points and acts upon them proactively to glean insights across campaigns.”

See https://www.revjet.com/operating_system-intelligence.

- “The Orora appXchange allows easy installation of dozens of purpose-built Marketing Creative apps to power every aspect of your digital marketing. Simply access the appXchange to easily configure apps for personalization, dynamic creative optimization, end-to-end workflows, and audience-based marketing for any channel.”

See https://www.revjet.com/orora_applications.

d. “providing a service center for communicating to a television station provider of the transmitted video signals encoding instructions to form encoded sender requested electronic information of the sender” -- Revjet’s Orora platform is the service center that interfaces in providing information of advertiser, content provider, and the viewer. The Dynamic Content Delivery Engine “[d]ynamically assembles personalized creative content for delivery to any channel”, including TV viewers. The Audience Based Rule Engine then “[d]ynamically

1 formulates audiences based on detected, behavioral, imported and other data for creative targeting
2 & personalization”, which further meets this requirement by facilitating a device to use select
3 viewer attributes to determine what content to display.

4 e. “transmitting a compound video signal including said non-viewer
5 provided subset of viewer attribute information and said encoded sender requested electronic
6 information of the sender by said television station provider of the transmitted video signals to said
7 electronic device included with and in communication with said television belonging to the
8 viewer.” -- Revjet transmits and sends encoded information, e.g. video to viewers including non-
9 viewer provided information in order to deliver ads targeted to the viewer, especially in regard to
10 the Revjet platform’s ability to “[d]ynamically formulates audiences based on detected, behavioral,
11 imported and other data for creative targeting & personalization.”

12 f. “making a decision selected from the group consisting of accepting
13 said encoded sender requested electronic information of the sender and not accepting said encoded
14 sender requested electronic information of the sender by said electronic device included with and in
15 communication with said television belonging to the viewer, whereby said decision by said
16 electronic device accepting said encoded sender requested electronic information the sender is
17 made by recognizing said non-viewer provided subset of said viewer attribute information” – On
18 information and belief, inherently, the only logical next step for said device is to determine whether
19 to accept (for purposes of viewing/displaying) said sender requested electronic information based
20 on whether the transmitted subset of viewer attribute information matches viewer attribute
21 information on the device. The device determines whether a given transmission is intended for it
22 by checking if the transmission is tagged with attributes matching its own local attributes.
23 Per the standard process of OTT ad insertion: “Playback devices will read the top level manifest
24 and learn the available profiles. **They will then decide on a profile, read its individual manifest**
25 **and start reading decoding the segments.** If the network conditions change, the playback device
26 may switch to a higher or lower profile as needed. On a live stream, manifests are frequently
27 updated.” See [https://www.tvtechnology.com/opinions/scte10435-and-beyond-a-look-at-ad-](https://www.tvtechnology.com/opinions/scte10435-and-beyond-a-look-at-ad-insertion-in-an-ott-world)
28 [insertion-in-an-ott-world](https://www.tvtechnology.com/opinions/scte10435-and-beyond-a-look-at-ad-insertion-in-an-ott-world).

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2 g. “decoding said encoded sender requested electronic information of
3 the sender by said electronic device included with and in communication with said television
4 belonging to the viewer to form decoded sender requested electronic information of the sender” –
5 On information and belief, encoded information is decoded in order for the information to be
6 displayed to the viewer.

7 h. “formatting said decoded sender requested electronic information of
8 the sender by said electronic device included with and in communication with said television
9 belonging to the viewer to form formatted decoded sender requested electronic information of the
10 sender” – On information and belief, decoded information is formatted in an appropriate manner
11 consistent with the display requirements of the television with which it is in communication.

12 i. “opening up of a subwindow within said television belonging to the
13 viewer” – A television screen displays content. Within the television, on information and belief,
14 there are other windows, such as when choosing the menu which pops up. At least for example,
15 when dynamic brand insertion is utilized.

16 j. “and, displaying said formatted decoder sender requested electronic
17 information of the sender within said subwindow within said television belonging to the viewer” --
18 On information and belief, after accepting, decoding, and formatting sender requested electronic
19 information, the electronic device necessarily displays said sender requested electronic information.

20 11. On January 8, 2019, LSTA sent a letter to RevJet informing RevJet of the ’619
21 Patent and that RevJet’s actions constituted infringement of the ’619 Patent.

22
23 **FIRST CLAIM FOR RELIEF**

24 **Patent Infringement of the ’619 Patent (35 U.S.C. §§ 101, et seq.)**

25 **(Against all Defendants)**

26 12. LSTA refers to and incorporates herein by reference paragraphs 1-11.
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1 13. Defendant infringed, either directly or indirectly, at least Claim 9 of the '619 Patent
2 in this judicial district and elsewhere in California and the United States, through the services they
3 provide as outlined at www.revjet.com and as described above.

4 14. Defendant, therefore, by the acts complained of herein, is making, using, selling, or
5 offering for sale in the United States, including in the Northern District of California, products
6 and/or services embodying the patented method, and have in the past and are now continuing to
7 infringe the '619 Patent, either literally or under the doctrine of equivalents, pursuant to 35 U.S.C.
8 §271(a).

9 15. To the extent that some elements of claim 9 are performed by a different party than
10 RevJet, RevJet participates in the infringement (as described above) and receives a benefit upon
11 performance of the steps of the patented method. For example, RevJet provides the software and
12 technology that establishes viewer attribute information related to the viewer that can be collected,
13 and how that information is transmitted, received, stored and acted upon in accordance with the
14 patented method. RevJet receives a benefit from such actions by the customer and television
15 station provider as it allows targeted advertising to be displayed through the top set box.

16 16. Upon information and belief, the acts described above concerning the use, offer for
17 sale, sale, operation, distribution, and/or installation of RevJet's products and/or software and
18 those described below also constitute acts of induced and contributory infringement. Customers
19 and users use the infringing products and software to provide targeted ads.

20 17. To the extent that some elements of a claim are performed by a different party than
21 RevJet, RevJet, through its software and infringing products, participates in the infringement (as
22 described herein) and receives a benefit upon performance of steps of a patented method. For
23 example, RevJet provides the software and technology that establishes viewer attribute information
24 related to the viewer that can be collected, and how that information is transmitted, received,
25 stored and acted upon in accordance with the patented method. RevJet receives a benefit from
26 such actions by the customer and television station provider as it allows targeted advertising to be
27 displayed.

1 18. Upon information and belief, RevJet provides its customers and/or users of its
2 products and software to use, load and operate in an infringing manner or to create and use
3 infringing products. Upon information and belief, RevJet further induces its customers and/or users
4 of RevJet's platform to use its products (and accompanying software) by providing subscriptions
5 to RevJet's platform. Further, RevJet has actively induced infringement by its customers and/or
6 users of RevJet's products and software in this judicial district. Upon information and belief,
7 RevJet knowingly and specifically designed RevJet's platform in a manner that infringed the '619
8 Patent. Upon information that belief, RevJet also provides support services for claim 9 of the '619
9 Patent. RevJet's targeted advertising method has no substantial non-infringing use. RevJet has
10 acted with specific intent to induce or cause infringement and to conduct acts of infringement as
11 described herein within the jurisdiction and elsewhere. Upon information and belief, RevJet
12 continues to provide instructions since having notice and actual knowledge of the '619 Patent.

13 19. Upon information and belief, RevJet has had knowledge of the '619 Patent at least
14 as early as January 8, 2019, when LSTA's counsel sent a letter to RevJet. Notwithstanding, RevJet
15 continues to willfully and with specific intent infringe and cause others to infringe the '619 Patent.
16 RevJet provides, makes, sells, and offers to sell RevJet products with the specific intent that its
17 customers, third parties, and/or end users use them in an infringing manner, and its customers,
18 third parties, and/or end users do so. Upon information and belief, RevJet provides and instructs
19 third parties to use the aforementioned product in the manner claimed in the '619 Patent.

20 20. Upon information and belief, RevJet's method has no substantial non-infringing
21 uses and is especially made and/or adapted so as to infringe the '619 Patent. RevJet has acted with
22 specific intent to induce or cause infringement and to conduct acts of infringement as described
23 herein within this District and elsewhere. RevJet continues to contribute to the infringement of
24 third parties even after having notice and actual knowledge of the '619 Patent as previously
25 described.

26 21. RevJet threatens to continue to engage in the acts complained of herein and, unless
27 restrained and enjoined, will continue to do so, all to LSTA's irreparable injury. It would be
28 difficult to ascertain the amount of compensation that would afford LSTA adequate relief for such

1 future and continuing acts, and a multiplicity of judicial proceedings would be required. LSTA
 2 does not have an adequate remedy at law to compensate it for the injuries threatened.

3 22. By reason of the acts of RevJet alleged herein, LSTA has suffered damage in an
 4 amount to be proved at trial.

5 **JURY DEMAND**

6 LSTA demands a jury trial on all issues so triable.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, LSTA prays for relief as follows:

9 A. Judgment that Defendant has directly infringed, and induced others to infringe, the
 10 '619 Patent either literally and/or under the doctrine of equivalents;

11 B. Judgment that Defendant's infringement of the '619 Patent have been willful at
 12 least as early as the filing of this Complaint;

13 C. Judgment permanently enjoining Defendant, its officers, directors, agents, servants,
 14 affiliates, employees, subsidiaries, divisions, branches, parents, attorneys, representatives, and all
 15 others acting in concert or privity with any of them, from infringing the '619 Patent, and from
 16 inducing others to infringe the '619 Patent;

17 D. Judgment awarding LSTA general and/or specific damages, including a reasonable
 18 royalty and/or lost profits, in amounts to be fixed by the Court in accordance with proof, including
 19 enhanced and/or exemplary damages, as appropriate, as well as all of Defendant's profits or gains
 20 of any kind from their acts of patent infringement;

21 E. Judgment awarding LSTA enhanced damages pursuant to 35 U.S.C. § 284 due to
 22 the willful and wanton nature of Defendant's infringement from at least January 8, 2019 when
 23 notice was given;

24 F. Judgment awarding LSTA all of its costs, including its attorneys' fees, incurred in
 25 prosecuting this action, including, without limitation, pursuant to 35 U.S.C. § 285 and other
 26 applicable law;

27 G. Judgment awarding LSTA pre-judgment and post-judgment interest; and

28 H. Judgment awarding LSTA such other and further relief as the Court may deem just

1 and proper.

2
3
4 Dated: February 21, 2019

Respectfully submitted,

5 BANIE & ISHIMOTO LLP

6
7 By /s/ John A. Lee

8 John A. Lee
9 Jennifer Ishimoto

10 Attorneys for Plaintiff
11 Lone Star Targeted Advertising, LLC
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DEMAND FOR JURY TRIAL

LSTA demands a jury trial on all claims as to which it has a right to a jury trial.

Dated: February 21, 2019

Respectfully submitted,

BANIE & ISHIMOTO LLP

By /s/ John A. Lee

John A. Lee

Jennifer Ishimoto

Attorneys for Plaintiff

Lone Star Targeted Advertising, LLC