

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

RETAILMENOT, INC.,)	
)	
Plaintiff,)	
)	
v.)	C.A. No. _____
)	
HONEY SCIENCE CORP.,)	JURY TRIAL DEMANDED
)	
Defendant.)	

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff RetailMeNot, Inc. (“RetailMeNot”) for its complaint against Defendant Honey Science Corp. (“Honey”), alleges as follows:

NATURE OF THE ACTION

1. This is an action arising under the patent laws of the United States, 35 U.S.C. §§ 271, *et seq.*, to enjoin infringement and obtain damages resulting from Defendant’s unauthorized making, using, offering for sale, and/or selling software and/or services through its website and/or browser extensions, including related software and services.

2. RetailMeNot is a leading savings destination that enables consumers to find hundreds of thousands of offers to save money while they shop or dine out. RetailMeNot operates a portfolio of websites and mobile applications that connect consumers with online and in-store retailers, restaurants, and brands. RetailMeNot is also the developer of innovative online technologies, including inventions covered by U.S. Patent No. 10,290,015 (“the ’015 Patent”); U.S. Patent No. 10,296,931 (“the ’931 Patent”); and U.S. Patent No. 10,304,074 (“the ’074 Patent”) (collectively, the “Patents-in-Suit”).

3. Honey offers a website, browser extensions, and related software and services (the “Infringing Products”) that infringe the Patents-in-Suit.

THE PARTIES

4. RetailMeNot is a private corporation organized and existing under the laws of Delaware, having its principal place of business in Austin, Texas. Among other activities, it is in the business of aggregating digital offers (*e.g.*, digital coupon codes, discounts, and rebates) on its websites and through its mobile applications, thereby enabling its users to take advantage of digital offers at the online point of retail. RetailMeNot has customers throughout the United States, the State of Delaware, and in this District.

5. Upon information and belief, Honey is a corporation organized and existing under the laws of Delaware, having its principal place of business in Los Angeles, California. Honey practices and provides, contributes to practicing and providing, and induces others to practice and provide methods and systems that infringe claims of each of the Patents-in-Suit.

JURISDICTION AND VENUE

6. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338 because this action arises under the patent laws of the United States, Title 35 United States Code, including 35 U.S.C. § 1, *et seq.* This complaint includes claims for patent infringement arising under the patent laws of the United States, including 35 U.S.C. §§ 271, *et seq.*

7. Venue is proper in this District pursuant to 28 U.S.C. § 1400(b), because, upon information and belief, Honey is a corporation organized and existing under the laws of the State of Delaware and thus resides in this district.

8. This Court has personal jurisdiction over Honey because Honey is a corporation organized and existing under the laws of the State of Delaware and thus has sufficient minimum contacts with this forum.

9. Honey has already submitted to jurisdiction in this venue in the co-pending litigation, *RetailMeNot Inc. v. Honey Science Corp.*, C.A. No. 18-937-CFC-MPT (filed June 25, 2018).

FACTUAL BACKGROUND

A. RetailMeNot's History and Business

10. RetailMeNot is the preeminent online savings destination. Since 2006, it has connected millions of consumers to more than 70,000 online and in-store retailers, brands, and restaurants. Through its investment in innovative new solutions for driving return on investment for merchant partners and satisfying consumers, RetailMeNot has become the go-to destination for digital offers. RetailMeNot facilitated over \$4.9 billion in global sales in 2018 and had 624 million visits to its website in the twelve months ending in May 2019.

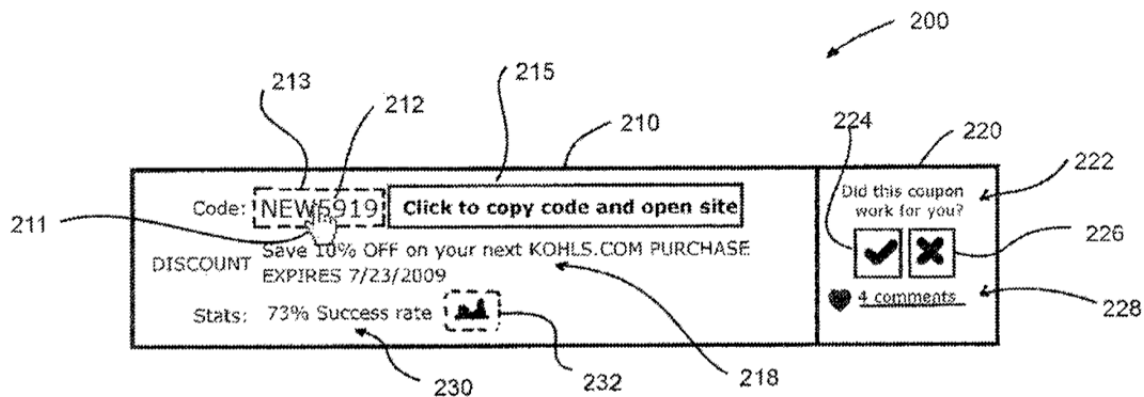
11. Throughout the years, RetailMeNot has invested significant resources in protecting its intellectual property through the development of patent and other intellectual-property rights. For example, RetailMeNot devoted over \$65 million to product development efforts in a recent year, and currently has a team of over 225 product development and software engineering employees devoted to developing new and innovative ways to connect customers and merchants.

12. As a result, RetailMeNot has a history of introducing groundbreaking products and offerings in the retail space. RetailMeNot's market-leading website has been in operation since 2006, and its highly rated mobile applications have been saving customers money using location-based technology since 2012. These innovations have earned RetailMeNot's products recognition from Good Housekeeping and the International Academy of Digital Arts and

Sciences. True and accurate copies of press releases related to such recognition are attached hereto as Exhibit A.

B. U.S. Patent Nos. 10,290,015; and 10,296,931

13. The '015 and '931 Patents, both titled "Method and system for facilitating access to a promotional offer," relate to, among other things, improving client-server interactions by executing script or code within a web browser application to copy a promotional code from a secure sandbox to user-accessible memory and programmatically direct the client to navigate via a third-party content-distribution-tracking server to a content-sharing website server. True and accurate copies of the '015 and '931 Patents are attached hereto as Exhibits B and C, respectively. In one disclosed embodiment, the disclosed method includes, among other steps, sending program code to the client device that is executed to provide a scripting object permitted by the browser to copy the promotional code from a secure sandbox to user-accessible memory of the client device. Figure 2 of the common specification illustrates an example display of a promotional offer according to some embodiments:



14. The inventions claimed by the '015 and '931 Patents improve computer technologies by solving technical problems associated with providing, redeeming, and tracking electronic coupon redemption information in a web-browser environment.

15. Web browsers typically isolate web content and plug-ins or extensions from the operating system of a computing device for security reasons. This technique, often called “sandboxing,” prevents malicious programs from accessing sensitive information or executing arbitrary code in the operating system. Sandboxing, however, also limits beneficial activity, such as assisting online shoppers with the viewing and selection of promotional offers—*e.g.*, coupons or rebates—and the automatic application of those offers to purchases at merchants’ online stores.

16. Due to web browser sandboxing, the process of applying a promotional offer to a purchase would normally require the steps of manually selecting and copying coupon codes before manually navigating to the appropriate merchant’s checkout webpage. Moreover, taking advantage of promotional offers often requires passing information through one or more affiliate or referral networks, of which the user may be unaware and would therefore be unable or unwilling to navigate them manually. Consequently, coupon-usage and commission-payment rates prior to the inventions disclosed in the ’015 and ’931 Patents were hampered by technical limitations and navigational difficulties.

17. The inventor of the ’015 and ’931 Patents observed that client-side scripting could be used to overcome the limitations inherent in web-browser sandboxing. Specifically, the inventor discovered that a flash object or other scripting object could provide the user with the same experience as simply selecting a promotional offer code, while also permitting the coupon code to be automatically copied from the browser’s secure sandbox to the client’s user-accessible clipboard memory for immediate use. Moreover, the inventor had the insight that offer-redemption and commission or referral rates would dramatically increase if the selection of a

promotional offer were accompanied by automatic direction of the client's browser through the appropriate affiliate- or referral-network to the relevant merchant.

18. To achieve this solution, the '015 and '931 Patents disclose methods of copying a promotional code to the user's clipboard using client-side scripts executable in a browser application, avoiding the limitations imposed by web browser sandboxing without requiring the user to manually select and copy a promotion offer code. Additionally, the '015 and '931 Patents disclose automatic requests sent to third-party servers that track content distribution and to merchant or "offeror" websites, ensuring that the user properly navigates to the relevant merchant via an affiliate or referral network. This provides the user with greater convenience, requires less navigational effort, and results in higher rates of offer redemption; it also provides merchants and affiliate or referral market participants with increased sales and commissions.

19. Claim 1 of the '015 Patent recites:

1. A system configured to operate a coupon-distributing website in a network in which a third party server system tracks content distribution, the coupon-distributing website facilitating coupon engagement by serving instructions that, when executed on a client computing device, effectuate loading a coupon code into a clipboard memory of the client computing device for pasting into an input of another website, the system comprising:

one or more processors; and

memory storing instructions that, when executed by the one or more processors, effectuate operations comprising:

receiving, from a client computing device, at a coupon-distributing website server system, one or more serve requests; and

sending, in response to the one or more serve requests, from the coupon-distributing website server system, to the client computing device, browser-executable program code that indicates, at least in part, how to display a coupon in a webpage, the sent browser-executable program code being configured to effectuate, when executed by a browser application of the client computing device, operations comprising:

displaying a display portion of the webpage comprising:

a visual representation of a coupon code of the coupon,

a user-selectable input that, upon selection, causes a client-side script to execute, the client-side script being sent responsive to the one or more serve requests, and

a description of the coupon,

receiving a selection of the user-selectable input by the user;

after receiving the selection of the user-selectable input by the user, performing post-selection operations comprising:

copying, with the client-side script, the coupon code from within a secure sandbox of the browser application to a clipboard memory of the client computing device, the copying to the clipboard memory being caused at least in part by the selection of the user-selectable input, wherein:

copying is performed using an object other than a flash object to copy the coupon code to outside the secure sandbox by the browser application, the object having associated therewith client-side code permitted by the browser application of the client computing device to copy characters to the clipboard memory; and

after determining that the user has navigated to the coupon, before copying the coupon code to clipboard memory, with the client computing device, accessing an address of a third-party server system that tracks content distribution and accessing program code that directs the client computing device to effectuate operations comprising:

sending a request to the third-party server-system address, wherein the request to the third-party server system identifies the coupon-distributing website to the third-party server system, such that the third-party server system receives information sufficient to allow the request to the third-party server system to be associated with the coupon-distributing website;

receiving, from the third-party server system, instructions that direct the client computing device to an offeror website at which the coupon is redeemable; and

displaying the offeror website on the client computing device, the offeror website including a webpage with a field to enter the coupon code.

20. Claim 1 of the '931 Patent recites:

1. A tangible, non-transitory, machine-readable medium storing instructions that, when executed by one or more processors, effectuate a first set of operations comprising:

receiving, with a computer system, via a network, a request from a web browser executing on a client computing device; and

causing, with the computer system, browser-executable code to be sent to the web browser, wherein the browser-executable code is configured to effectuate a second set of operations comprising:

displaying, with the web browser:

a unit of content that is associated with a user-presentable code, and

a user-selectable region associated with the user-presentable code; and

receiving, with the web browser, a user selection of the user-selectable region and, in response, causing the user-presentable code to be copied to clipboard memory of the client computing device without using a flash object to copy the user-presentable code to the clipboard memory, wherein:

the user-presentable code is a combination of characters that is presentable to a third-party server system via an input field of a third-party webpage and configured to cause the third-party server system to adjust or otherwise determine, in response to submission of the user-presentable code via the input field, a value displayed in the third-party webpage;

copying the user-presentable code comprises selecting the user-presentable code before copying the user-presentable code to the clipboard memory of the client computing device;

receiving the user selection comprises receiving a click event within a designated area;

the first set of operations further comprises sending instructions to the client computing device that cause the web browser to send a request to a fourth-party server and identify an entity distributing the unit of content to the fourth-party server, wherein the fourth-party server is configured to respond to the request from the web browser with a redirect command that causes the web browser to request content from the third-party server system;

the unit of content is disposed within a first hypertext markup language (HTML) element;

the user-presentable code is disposed within a second HTML element;
and

the web browser has a secure sandbox from which the user-presentable code is copied to the clipboard memory.

21. The Patent Office duly and lawfully issued the '015 Patent on May 14, 2019, based on U.S. Patent Application No. 15/455,908, which was filed on March 10, 2017, and is a continuation of Application No. 14/081,072, which was filed on November 15, 2013, and is itself a continuation of Application No. 13/585,576, which was filed on August 14, 2012, and is itself a continuation of Application No. 12/841,071, which was filed on July 21, 2010, and claims priority to Provisional Application No. 61/232,241, which was filed on August 7, 2009.

22. The Patent Office duly and lawfully issued the '931 Patent on May 21, 2019, based on U.S. Patent Application No. 16/208,437, which was filed on December 3, 2018, and is a continuation of Application No. 15/455,908, which was filed on March 10, 2017, and is itself a continuation of Application No. 14/081,072, which was filed on November 15, 2013, and is itself a continuation of Application No. 13/585,576, which was filed on August 14, 2012, and is itself a continuation of Application No. 12/841,071, which was filed on July 21, 2010, and claims priority to Provisional Application No. 61/232,241, which was filed on August 7, 2009.

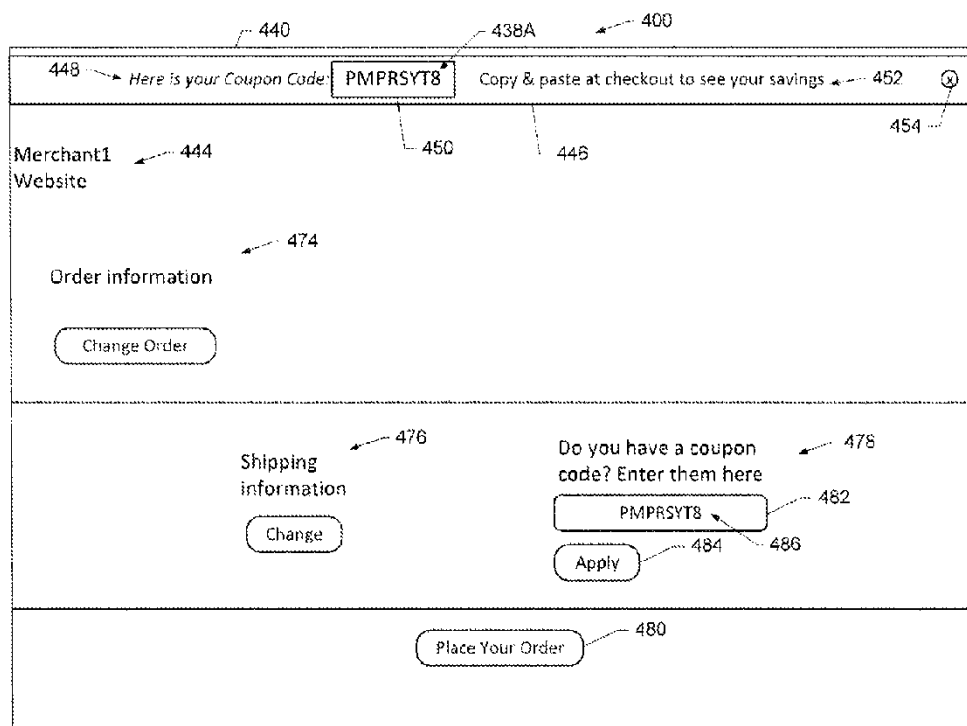
23. RetailMeNot is the assignee of and owns all rights, title, and interest in the '015 and '931 Patents.

24. The '015 and '931 Patents are valid and enforceable.

C. U.S. Patent No. 10,304,074

25. The '074 Patent, titled "Devices, methods, and computer-readable media for redemption header for merchant offers," relates to, among other things, improving client-server interactions by executing script or code within a browser application to locally store a selected promotional code, detect the presence of stored promotional codes, and render web page

elements in a third-party web page to facilitate redemption of promotional codes. A true and accurate copy of the '074 Patent is attached hereto as Exhibit D. In disclosed embodiments, the claimed inventions include, among other steps, injecting browser-executable code comprising a redemption header into a merchant webpage if an offer selected by the user is stored in a storage item accessible by the browser. Figure 4E of the specification illustrates an example display of a redemption header according to some embodiments:



26. The '074 Patent is directed to specific improvements in computer technologies related to cross-web-domain interactions via a web browser.

27. Specifically, the “same-origin policy” of nearly all modern browsers prevents scripts contained in one web page from accessing data in a second web page unless both pages share the same origin, typically requiring the same protocol, host, and port. This essential security feature ensures sensitive data in a web page from one origin (*e.g.*, a bank) is not accessible to a web page from another origin (*e.g.*, a hacker). However, the same-origin policy

could also operate to prevent a merchant website from determining whether an online shopper has a relevant coupon obtained from another origin, such as a separate offers webpage. Prior to the inventions disclosed in the '074 Patent, customers typically had to recall the existence of relevant coupons when shopping on a merchant's website, as the merchant website would be barred by the same-origin policy from determining whether the user had obtained promotional offer codes from another source, such as an offer-discovery website.

28. The inventors of the '074 Patent had the insight that client-side browser storage and scripting could overcome the problems inherent in browser "same-origin" security policies. Specifically, the inventors discovered that using client-side scripting to insert a redemption bar including relevant offer identifiers into a merchant's webpage upon determining the presence of a locally stored offer identifier would make the promotional offer available to the customer at the point of purchase without requiring the merchant website to traverse the "same-origin" browser security policy. Moreover, the inventors had the insight that inserting a redemption bar at the point of purchase would dramatically increase offer-redemption and commission or referral rates.

29. The claimed inventions of the '074 Patent overcome issues arising in cross-domain web content coordination by employing client-side browser storage. The claimed methods recite operations that address these issues, which are necessarily rooted in computer technology. These improvements enable users to access the relevant offers at the point of purchase, resulting in greater convenience, less navigational effort, and higher rates of offer redemption. Merchants and affiliate or referral market participants likewise benefit with increased sales and commissions.

30. Claim 1 of the '074 Patent recites:

1. A method implemented with a server system and a user computing device, the method comprising:

sending, by the server system, via a network, from a first domain, at least part of a first webpage to a web browser executing on the user computing device;

displaying, by the web browser, information related to a plurality of coupons in the first webpage;

storing, by the web browser, in client-side browser-accessible storage, identifiers of one or more of the plurality of coupons, wherein:

the web browser implements a security policy limiting cross-domain access to browser memory by web content, and

the web browser has an added program installed in the web browser configured to bypass the security policy and provide cross-domain access to browser memory;

after the at least part of the first webpage is sent, coordinating, by the web browser, consistent content across domains after the web browser navigates to a second webpage from a second domain different from the first domain, wherein consistent content across domains is coordinated by:

communicating the identifiers of one or more of the plurality of coupons across domains via the client-side browser-accessible storage, from content associated with the first domain to content associated with the second domain, and accessing, with the added program installed in the web browser, the client-side browser-accessible storage after the web browser has navigated to the second webpage; and

causing the web browser to display the second webpage, concurrently with displaying information related to one or more of the plurality of coupons, in response to the identifiers of one or more of the plurality of coupons being communicated across domains, wherein browser-executable content of a redemption bar is inserted in the second webpage.

31. The Patent Office duly and lawfully issued the '074 Patent on May 28, 2019, based on Application No. 16/219,649, which was filed on December 13, 2018, and is a continuation of Application No. 15/944,469, which was filed on April 3, 2018, and is itself a continuation of Application No. 15/853,016, which was filed on December 22, 2017, and is itself a continuation of Application No. 15/471,682, which was filed on March 28, 2017, and is itself a continuation of Application No. 13/837,790, and claims priority to, among others, Provisional Application No. 61/665,740, which was filed on June 28, 2012.

32. RetailMeNot is the assignee of and owns all rights, title, and interest in the '074 Patent.

33. The '074 Patent is valid and enforceable.

D. Honey's Business

34. Upon information and belief, Honey was founded in 2012. According to its website, Honey offers a browser extension that “automatically finds and applies coupon codes at checkout” for online retail stores. A true and accurate copy of pages from Honey's website is attached hereto as Exhibit E. Honey offers the Honey extension for all of the most commonly used web browsers, including Chrome, Firefox, Safari, Opera, and Edge. *See, e.g.*, Ex. E, at 8–14. In addition to offering users the opportunity to apply coupon codes at checkout, Honey also operates the Honey Gold Reward Program, which allows users to activate rewards in the form of a digital currency called “Honey Gold.” *See id.* at 15–20. Honey Gold is redeemable for rebates and coupons at participating merchants. *See id.* at 17.

35. According to its website, Honey earns commissions from merchants when its members use coupon codes or earn Honey Gold via the Honey website and browser extensions. *See id.* at 21.

36. Honey is a direct competitor of RetailMeNot, and on information and belief, RetailMeNot is one of Honey's largest competitors in terms of revenue, market share, and/or customer base.

E. Honey's Infringement

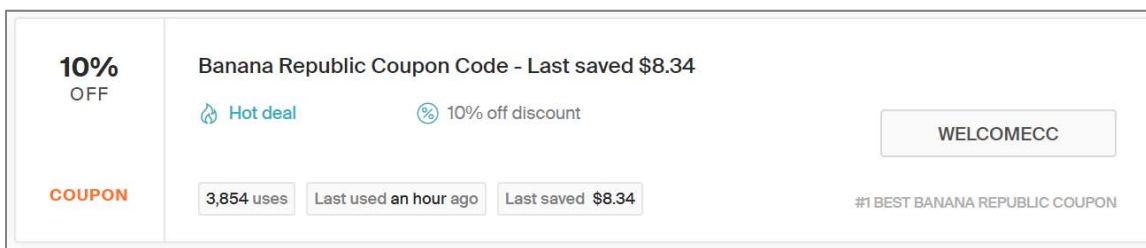
37. Honey's infringing acts include, without limitation, providing the Honey website at <https://www.joinhoney.com>, the Honey extension for the Google Chrome browser, the Honey add-on for the Mozilla Firefox browser, the Honey add-on for the Opera browser, the Honey

extension for the Apple Safari browser, and the Honey extension for the Microsoft Edge browser, in combination with related software and services under Honey's ownership or control and necessary to facilitate the functioning of the foregoing.

38. The infringing features of Honey's website, browser extensions, and related software and services include, without limitation, the display of coupon, discount, rebate, and reward offers on third-party websites and the activation and copying of coupon, discount, rebate, and coupon codes on Honey and third-party websites.

i. The '015 and '931 Patents

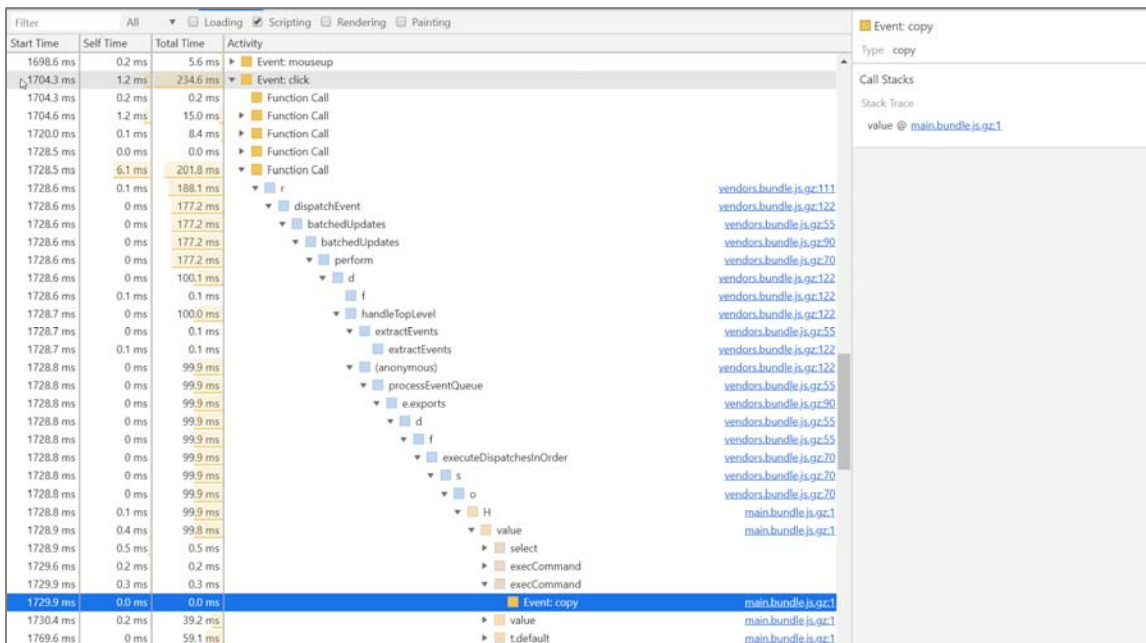
39. Honey infringes the '015 and '931 Patents by, among other activities, making and using the Honey website at "https://www.joinhoney.com" in conjunction with servers, software, and other resources that comprise the Honey system. For example, Honey provides a content-sharing, coupon-distributing website server that receives serve requests for web content items and information related to a coupon from a client computing device, and in response sends browser-executable program code including web content items to client computing devices. The web content received by the client computing devices includes instructions that effectuate displaying web content including information related to a coupon, comprising a display portion overlaid with a coupon code, as shown in the following screenshot, which is a true and accurate depiction of the operation of the Honey website:



40. The coupon code is a combination of characters that is presentable to a third-party server system, such as a merchant or offeror "checkout" webpage, via an input field configured

to cause the third-party server system to adjust a value displayed in the third-party webpage. For example, Honey's system enables users to copy coupon codes for use on merchant websites where the coupon code can be pasted into an input field in order to receive the associated discount or rebate.

41. Furthermore, the display portion is overlaid with a button associated with a script that copies the coupon code to the client's clipboard, and a feedback portion displaying information regarding usage of the coupon code by others, including by indicating historical user views of the content, as required by the claims of the '015 and '931 Patents. Moreover, the browser-executable program code sent by the Honey website is also operable to receive an input from the user in the form of a click event within a designated area, as shown in the following screenshot of Google Chrome while visiting the Honey website, which is a true and accurate depiction of the operation of the Honey website:



42. Additionally, in the Honey system, copying the coupon code comprises selecting the coupon code before copying it to the clipboard. For example, Honey's system makes use of

a “select” function in the client-side script that effectuates copying of the coupon code to the clipboard.

43. As required by claims of the '015 and '931 Patents, the representation of the coupon is disposed within a first HTML element, and the coupon code itself within a second HTML element, as shown in the following screenshot, which is a true and accurate depiction of browser-executable program code sent by the Honey website (yellow annotations added):

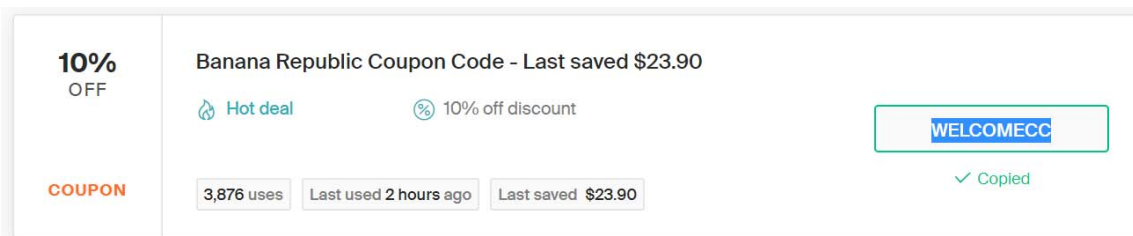
```

<ol id="shopCouponCardList" class="main-0-196" data-reactid="301">
  <li data-reactid="302"> == $0
    <div class="container-0-201" data-reactid="303">
      <div class="couponAnchor-0-210" data-reactid="304">
        <div class="couponAnchorCode-0-212" data-reactid="305">
          <div class="Shop:CouponCard-divDealAmount couponAnchorAmount-0-215" data-reactid="306">10%</div>
          <div class="discountOff-0-218" data-reactid="307">off</div>
        </div>
        <div id="Shop:CouponCard-divCOUPON-WELCOMECC" class="couponAnchorLabel-0-221" data-reactid="308">Coupon</div>
      </div>
      <div class="descriptionContainer-0-225" data-reactid="309">
        <div class="topWrap-0-247" data-reactid="310">
          <div class="offerTitle-0-223" data-reactid="311">
            <h2 class="titleText-0-224" data-reactid="312"> Banana Republic Coupon Code - Last saved $8.34</h2>
            <div class="meta-0-249" data-reactid="316">...</div>
          </div>
          <div class="buttonContainer-0-226" data-reactid="326">
            <div class="copyContainer-0-234" data-reactid="327">
              <div id="Shop:CouponCard:Shown:WELCOMECC_1561660444841" class="coveredButton-0-228 showCodeText-0-232" data-reactid="328">
                <textarea aria-label="click-to-copy-WELCOMECC" id="Shop:CouponCard:ClickToCopy-WELCOMECC" class="coveredCouponText-0-231 textAreaContainer-0-240 textAreaUserSelect-0-241" readonly contenteditable=false data-reactid="329" WELCOMECC /textarea>
              </div>
            </div>
          </div>
        </div>
        <div class="footer-0-203" data-reactid="330">
          <div class="copyTextContainer-0-235" data-reactid="331">
            <div class="copyText-0-237 hide-0-243" data-reactid="332">Click to copy code</div>
          </div>
          <div class="numBestCoupon-0-245" data-reactid="334">#1 Best Banana Republic coupon</div>
          <div class="footerElement-0-205" data-reactid="335">
            <span class="footerNumber-0-208" data-reactid="336">3,854</span>
            "uses"
          </div>
          <div class="footerElement-0-205" data-reactid="342">
            "Last used"
            <span class="footerNumber-0-208" data-reactid="344">an hour</span>
            "ago"
          </div>
          <div class="footerElement-0-205 desktopOnly-0-206" data-reactid="349">
            <span class="footerMargin-0-209" data-reactid="350">Last saved </span>
            <span class="footerNumber-0-208" data-reactid="351">$8.34</span>
          </div>
        </div>
      </div>
    </li>
  <li data-reactid="352">...</li>
  <li data-reactid="445">...</li>

```

44. The Honey system copies the coupon code from a secure sandbox of the browser to the clipboard memory of the client computing device without using a flash object, as shown in

the following screenshot, which is a true and accurate depiction of the operation of the Honey website:



45. Honey provides a content-sharing, coupon-distributing website server in a network in which third-party, affiliate-tracking server systems track content distribution. *See, e.g., Ex. E, at 21.*

46. The Honey system sends instructions to effectuate sending serve requests to a third-party server that tracks content distribution using identifying information sufficient to associate the serve request with the content-sharing website. For example, the Honey website redirects the user via an affiliate network link containing a unique identification number that corresponds to Honey, as shown by the following HTTP requests, which are true and accurate depictions of data requested a user utilizing the Google Chrome web browser to access the Honey website, and the corresponding response headers provided by the Honey website:

```
GET /store/23/website?afsrc=1¶m0=v8120077398794652172 HTTP/1.1
Host: o.joinhoney.com:443
Accept: text/html,application/xhtml+xml,application/xml;q=0.9,
  image/webp,image/apng,*/*;q=0.8,application/signed-exchange;v=b3
DNT: 1
Upgrade-Insecure-Requests: 1
User-Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64)
  AppleWebKit/537.36 (KHTML, like Gecko) Chrome/75.0.3770.100
  Safari/537.36
```

```

HTTP/1.1 302
alt-svc: clear
content-length: 206
content-type: text/html; charset=utf-8
date: Thu, 27 Jun 2019 18:33:53 GMT
location: http://www.anrdoezrs.net/click-7229499-
10414244?sid=v8120077398794652172&url=
status: 302
vary: Accept
via: 1.1 google
x-honey-version: 4.1.2

```

```

GET /click-7229499-10414244?sid=v8120077398794652172&url= HTTP/1.1
Host: www.anrdoezrs.net
Accept: image/webp,image/apng,image/*,*/*;q=0.8
DNT: 1
User-Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64)
AppleWebKit/537.36 (KHTML, like Gecko) Chrome/75.0.3770.100
Safari/537.36

```

```

HTTP/1.1 302 Found
Cache-control: no-store, no-cache, must-revalidate, post-check=0,
pre-check=0
Connection: close
Content-Type: text/html; charset=UTF-8
Date: Thu, 27 Jun 2019 18:33:53 GMT
Expires: Thu, 27 Jun 2019 18:33:54 GMT
Location: http://cj.dotomi.com/72103p-87Q/-6B/POSPSQSS/VQQXSXX/O/O/
O?v=rH72%3DKXQRPWWSYXWYTVURQWR%26JGA%3D%3c%3c6IIE%3A%2F%2FLLL.
zCG2D3OGH.C3I%3AXP%2F1A719-WRRYTTY-QPTQTRTT%3c%3cf%3c%3c%3cQ%3cQ
%3cP%3cP%3c
P3P: policyref="/w3c/p3p.xml", CP="ALL BUS LEG DSP COR ADM CUR DEV
PSA OUR NAV INT"
Pragma: no-cache
Server: Resin/3.1.14
Transfer-Encoding: chunked

```

```

GET /72103p-87Q/-6B/POSPSQSS/VQQXSXX/O/O/O?v=rH72
%3DKXQRPWWSYXWYTVURQWR%26JGA%3D%3c%3c6IIE%3A%2F%2FLLL.zCG2D3OGH.
C3I%3AXP%2F1A719-WRRYTTY-QPTQTRTT%3c%3cf%3c%3c%3cQ%3cQ%3cP%3cP%3c
HTTP/1.1
Host: cj.dotomi.com
Accept: text/html,application/xhtml+xml,application/xml;q=0.9,
image/webp,image/apng,*/*;q=0.8,application/signed-exchange;v=b3
DNT: 1
Upgrade-Insecure-Requests: 1
User-Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64)
AppleWebKit/537.36 (KHTML, like Gecko) Chrome/75.0.3770.100
Safari/537.36

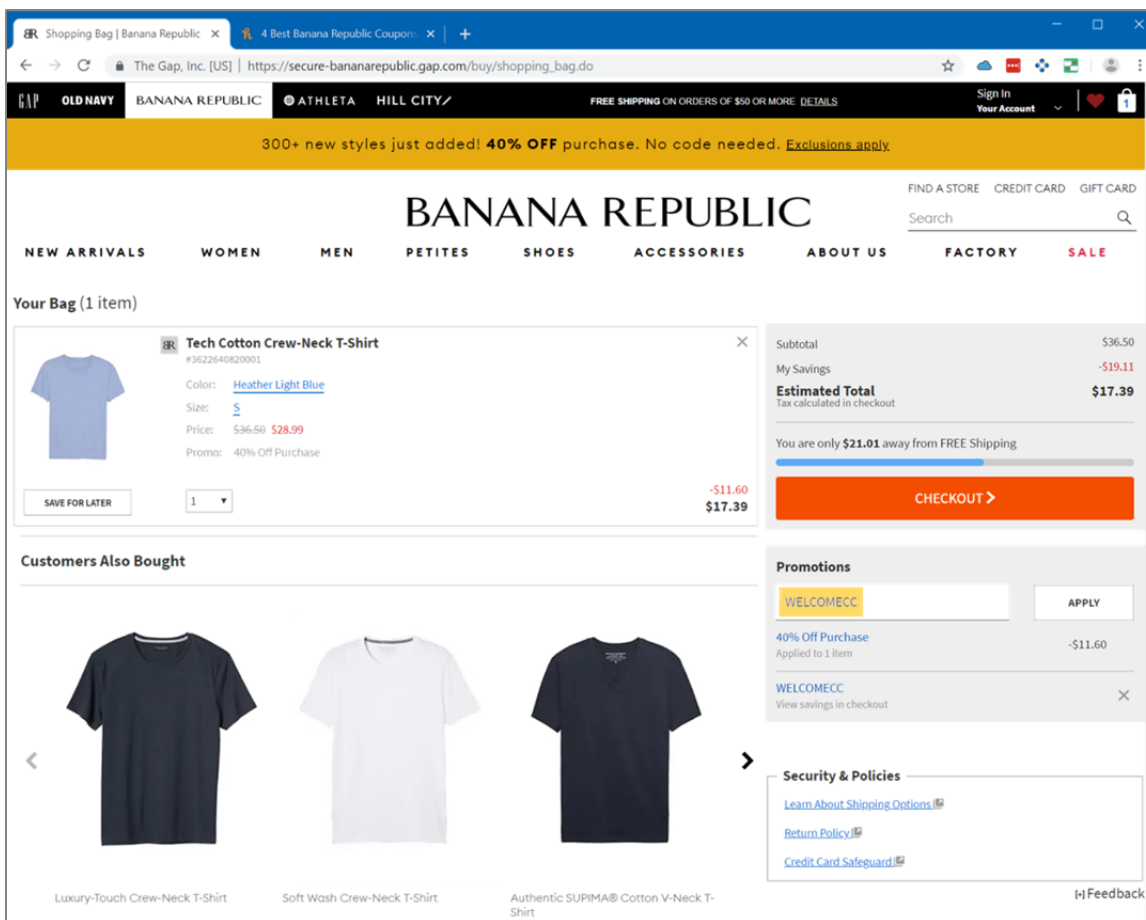
```

```

HTTP/1.1 302 Found
Cache-control: no-store, no-cache, must-revalidate, post-check=0,
  pre-check=0
Connection: close
Content-Type: text/html; charset=UTF-8
Date: Thu, 27 Jun 2019 18:33:54 GMT
Expires: Thu, 27 Jun 2019 18:33:54 GMT
Location: http://www.emjcd.com/gc66uoxwG/ov-/DCGDGEGG/JEELGLL/C/
  HHCKCGJKCIIFDLHEDD:4da8f9hTTKOY/DprFDpmGLLCmDDqLKEHDCCoFCmEGCIDG?
  x=i6wr%3D9MFGEELLHNMLNIKJGFLG%2685z%3D%3cq%2!AKL6-BJwrBlu-AKL7-
  KsLH00A%3cv773%3A%2F%2FAAA.o15r2sD56.1s7%3AME%2Fqzwqy-LGGNINN-
  FEIFIGII%3c%3cU%3c%3cqppErJqK-NLNE-IqMG-oFGM-
  JIpGrprqpNsG%3cF%3cF%3cE%3cE%3c
P3P: policyref="/w3c/p3p-d.xml", CP="NOI DSP NID OUR STP"
Pragma: no-cache
Server: Resin/3.1.14
Transfer-Encoding: chunked

```

47. Finally, the Honey system directs the client to a merchant or offeror website that includes a field to present a coupon code for redemption. For example, after the user selects the Copy button, the Honey system redirects the user to a merchant website where the coupon code can be pasted in order to receive the associated discount or rebate, as shown in the following screenshot of Google Chrome, which is a true and accurate depiction of the operations resulting from use of the Honey website:



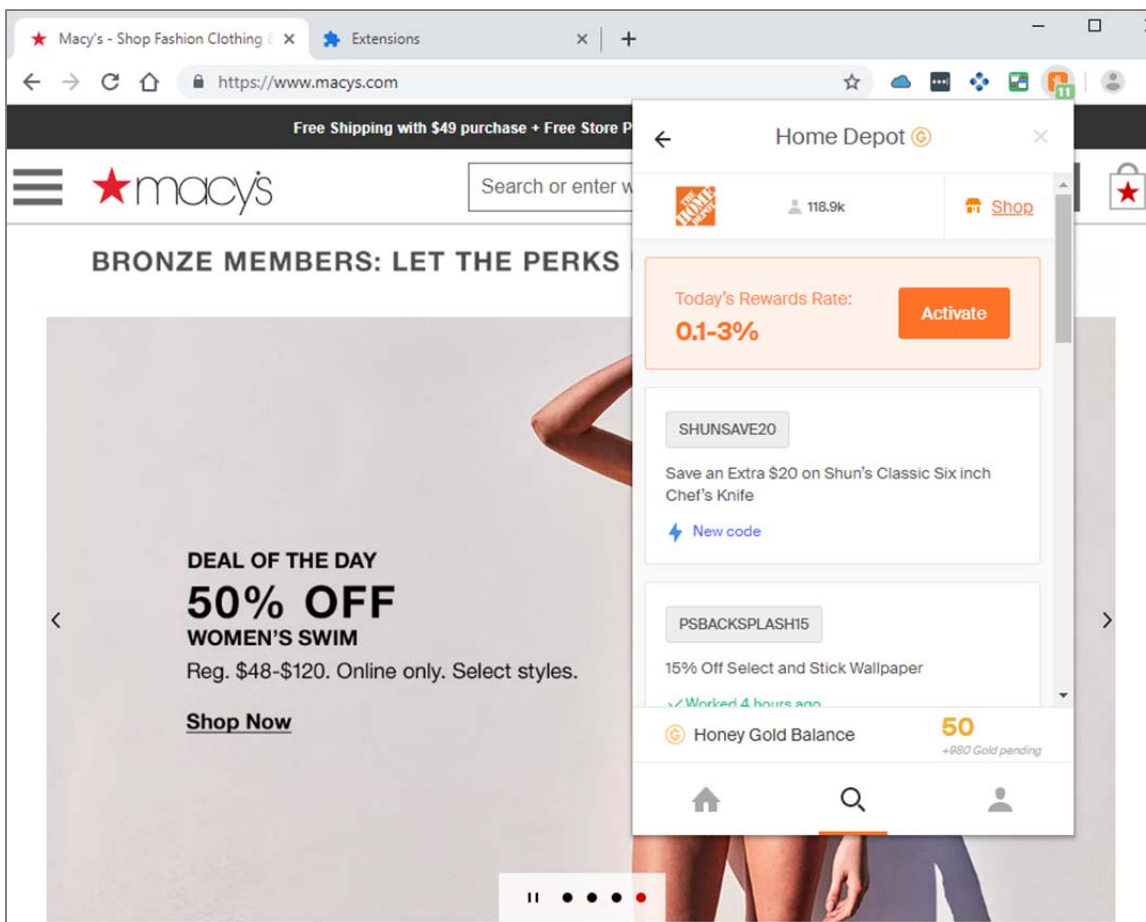
48. Honey induces its users to infringe the '015 and '931 Patents by, among other activities, making the Honey website at “https://www.joinhoney.com” available to its users, who use and obtain benefits from using Honey’s infringing system, such benefits including without limitation, access to coupon codes, online discounts, and cash-back rewards. *See, e.g.*, Ex. E, at 5, 6, 15–21. Honey is liable for contributory infringement by, among other activities, offering the Honey website, which constitutes a material part of the inventions of the '015 and '931 Patents and is not suitable for substantial noninfringing use with respect to the '015 or '931 Patents, for its users to use in practicing processes claimed by the '015 and '931 Patents, and receiving monetary commissions for users it refers to retailers. *See, e.g., id.* at 21. Honey induces and contributes to infringement of the '015 and '931 Patents with knowledge of the '015

and '931 Patents. Honey has had knowledge of the claims of the '015 and '931 Patents since at least April 2019.

49. The foregoing is exemplary of Honey's infringement and does not constitute a full recitation of RetailMeNot's contentions regarding Honey's infringement of the '015 and '931 Patents.

ii. The '074 Patent

50. Honey infringes the '074 Patent by, among other activities, making and using the Honey extension for the Google Chrome, Firefox, Safari, Opera, and Edge web browsers. For example, the Honey extension provides at least a part of a webpage displaying information related to a plurality of coupons, as required by the claims and as shown by the following screenshot of Google Chrome running the Honey extension, which is a true and accurate depiction of the operation of the Honey extension:



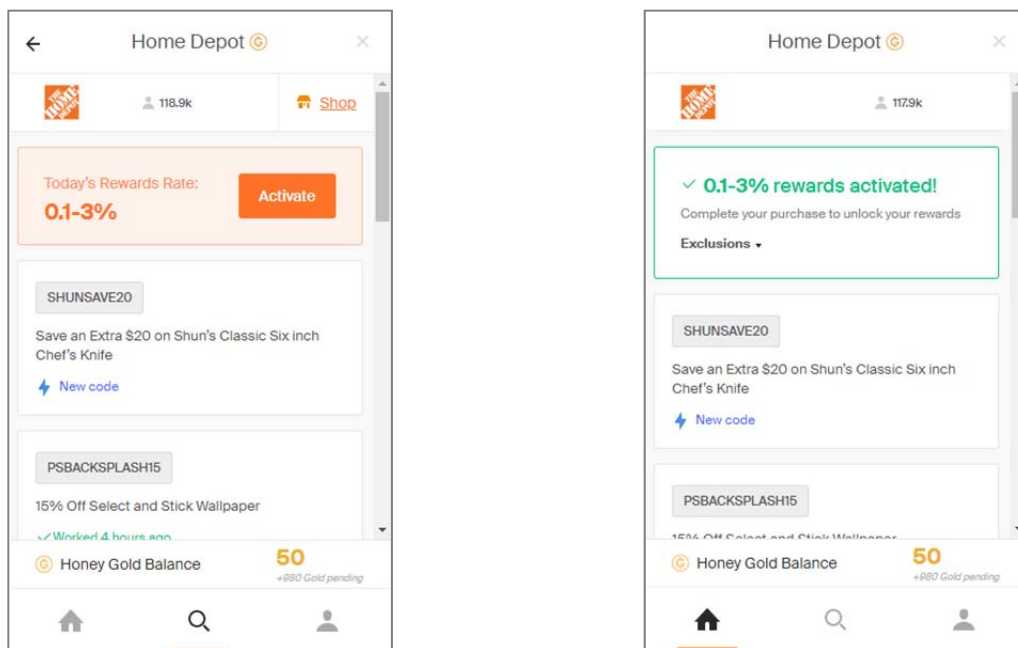
51. Moreover, the Honey extension stores identifiers of one or more of the plurality of coupons in browser-accessible storage, including within the variable array “t.goldActivations,” and uses the Honey extension itself in order to bypass the same-origin policy described above, as required by the claims and as shown by the following screenshots, which are true and accurate depictions of the operation of the Honey extension:

```

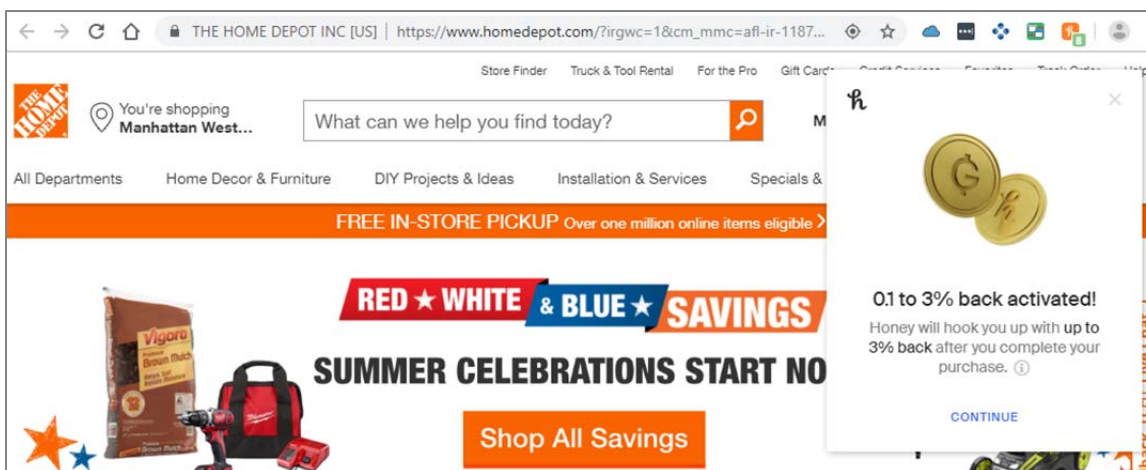
60244     key: "updateGoldStatus",
60245     value: function(e) {
60246         var t = this;
60247         return d.default.getUserId().then(function(n) { n = "201309476904305100"
60248             var r = {0, r = 1561149674
60249             o.default().unix()
60250             , i = {0, i = {id: "98", label: "home-depot", name: "Home Depot", country: "US", url: "http://www.homedepot.com", ...}
60251             s.default)(e)
60252             , a = { a = {ttl: 10800, timestamp: 1561149674}
60253             ttl: e.gold && e.gold.activateTTL || 3600,
60254             timestamp: r r = 1561149674
60255             };
60256             return i.gold.activate(a,
60257             t.goldActivations[e.id + ":" + n] = a,
60258             i
60259         })

```

52. Furthermore, the Honey extension coordinates consistent content across domains upon the user navigating to a second domain. For example, the status of a particular offer having been “activated” by the user is consistent across the original merchant domain, the domain at “joinhoney.com,” and/or the domain to which the user has navigated, as illustrated by the following screenshots, which are true and accurate depictions of the operation of the Honey extension:



Screenshots of Google Chrome with the Honey Extension while visiting a first merchant.



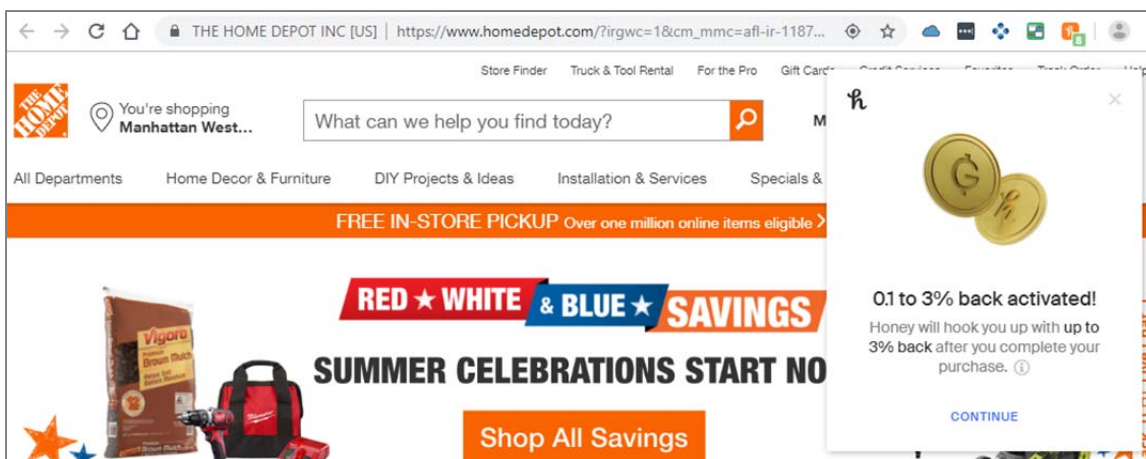
Screenshot of Google Chrome with the Honey Extension while visiting a second merchant.

53. Additionally, the Honey extension coordinates consistent content by communicating identifiers of one or more coupons across domains by means of the client-side browser-accessible storage. For example, the Honey extension accesses information in the array variable “n.goldActivations” and based on its contents causes a message to be displayed concurrently over the webpage of a second domain, as depicted in the following screenshots, which are true and accurate depictions of the operation of the Honey extension:

```

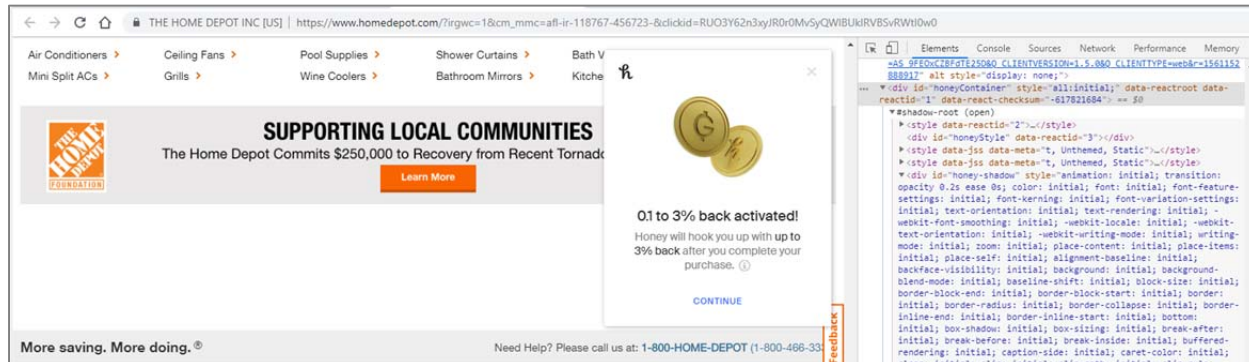
60294     key: "getStoreGoldActivated",
60295     value: function(e, t) { e = "98", t = undefined
60296         var n = this; n = e {pendingRequests: {...}, pendingTags: {...}, possiblyIncomplete
60297         return a.default.try(function() {
60298             return t || d.default.getUserId() t = undefined
60299         }).then(function(t) {
60300             var r = n.goldActivations[e + ":" + t]; n = e {pendingRequests: {...}, pending
60301             return r && r.timestamp + r.ttl > (0,
60302             o.default()).unix() ? {
60303                 ttl: r.ttl,
60304                 timestamp: r.timestamp
60305             } : null

```



54. Finally, the Honey extension inserts a redemption bar in the second webpage, as illustrated above. For example, the Honey extension’s display that indicates, *e.g.*, “0.1 to 3% back activated” is inserted as a set of “div” and other HTML elements into the HTML code of the second webpage. This is shown in the screenshot of Google Chrome with the Honey extension, shown below, which is a true and accurate depiction of the operation of the Honey

extension.



55. Honey induces its users to infringe the '074 Patent by, among other activities, making the Honey extension available to its users and actively encouraging them to use and obtain benefits from using Honey's infringing system, such benefits including without limitation, access to coupon codes, online discounts, and cash-back rewards. *See, e.g.*, Ex. E, at 1–7, 15–20. Honey is liable for contributory infringement by, among other activities, offering the Honey extension, which constitutes a material part of the invention of the '074 Patent and is not suitable for substantial noninfringing use with respect to the '074 Patent, for its users to use in practicing processes claimed by the '074 Patent and receiving monetary commissions for users it refers to retailers. *See, e.g., id.* at 21. Honey induces and contributes to infringement of the '074 Patent with knowledge of the '074 Patent. Honey has had knowledge of the claims of the '074 Patent since at least April 2019.

56. The foregoing is exemplary of Honey's infringement and does not constitute a full recitation of RetailMeNot's contentions regarding Honey's infringement of the '074 Patent.

iii. Honey's Knowledge of the Patents, Notice of Infringement, and Willful Infringement

57. RetailMeNot is informed and believes, and on that basis alleges, that Honey's continued infringement after having knowledge of the Patents-in-Suit is willful and deliberate. With such knowledge, Honey's continued making, using, offering for sale, and/or selling the

Infringing Products, and/or inducing and/or contributing to the infringement of the Patents-in-Suit by, among other activities, actively and knowingly aiding and abetting, assisting, and encouraging others, including without limitation its members, customers, and end users of the Infringing Products and related and similar products, is willful and deliberate.

58. Honey has had knowledge of each of the Patents-in-Suit as of their date of issuance. In addition, RetailMeNot notified Honey in April 2019, prior to issuance of the Patents-in-Suit, that Honey's activities constitute infringement. Nonetheless, Honey continued its infringing activities. Honey's infringement is therefore willful.

59. For example, RetailMeNot notified Honey on April 18, 2019, of its intention to add the allowed, soon-to-be-issued claims of the Patents-in-Suit to currently pending civil action No. 18-937-CFC-MPT ("-937 Action"). RetailMeNot notified Honey on May 9, 2019, prior to the issuance of the Patents-in-Suit, that it believed that Honey's joinhoney.com and Honey extension infringed the soon-to-issue patents, and intended to assert them in the -937 Action. *See* Ex. F. Subsequently, RetailMeNot filed a motion for leave to amend the complaint in the -937 Action to assert the Patents-in-Suit, and attaching a proposed amended complaint that alleged infringement of the Patents-in-Suit. *See* Ex. G.

60. Accordingly, RetailMeNot is entitled to pre-suit damages for Honey's infringement of the Patents-in-Suit, as of the respective issuance date of each Patent-in-Suit.

F. Harm to RetailMeNot

61. RetailMeNot, as the sole owner and proprietor of all right, title, and interest in the Patents-in-Suit, develops and offers to consumers a portfolio of tools for displaying and enabling promotion offers, including its website at RetailMeNot.com, the Genie browser extension, and its

mobile applications for the Apple iOS and Google Android platforms. RetailMeNot's Genie extension automatically applies coupon codes and cash-back offers during the checkout process.

62. Honey's offering of the Infringing Products has resulted in, and continues to cause, damage to RetailMeNot. Merchants and affiliate networks typically only pay a commission to the single extension provider that ultimately refers the user to a merchant to make a purchase. By earning commissions for each use of its website and browser extension, Honey is depriving RetailMeNot of commissions it would otherwise earn via the RetailMeNot.com website, the Genie extension, or its mobile applications for the Apple iOS and Google Android platforms.

63. There is demand for the services offered by RetailMeNot, which demand RetailMeNot has the marketing capability to exploit, and upon information and belief, there are no acceptable non-infringing alternatives available to Honey.

COUNT I – HONEY INFRINGES THE '015 PATENT

64. RetailMeNot hereby incorporates the allegations of Paragraphs 1 through 63 as if fully set forth herein.

65. RetailMeNot is informed and believes, and on that basis alleges, that Honey has infringed and is currently infringing one or more claims of the '015 Patent, in violation of 35 U.S.C. §§ 271, *et seq.*

66. Honey infringes literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(a), by, among other activities, making, using, offering for sale, and/or selling within this District and elsewhere in the United States, without license or authority, the Infringing Products, and related and similar products falling within the scope of one or more claims or the '015 Patent, including claim 1.

67. RetailMeNot is informed and believes, and on that basis alleges, that Honey is currently infringing one or more claims of the '015 Patent, in violation of 35 U.S.C. § 271(b), by actively inducing infringement of the '015 Patent, at least as of the filing of this Complaint, with knowledge of the '015 Patent and with knowledge or willful blindness that it is inducing the infringement of the '015 Patent, by, among other activities, actively and knowingly aiding and abetting, assisting, and encouraging others, including without limitation its members, customers, and end users of the Infringing Products and related and similar products, to directly infringe the '015 Patent with respect to the making, using, offering for sale, and/or selling within this District and elsewhere in the United States, without license or authority, the Infringing Products and related and similar products falling within the scope of one or more claims of the '015 Patent, including claim 1.

68. RetailMeNot is informed and believes, and on that basis alleges, that Honey is currently contributing to infringement of one or more claims of the '015 Patent, in violation of 35 U.S.C. § 271(c), at least as of the filing of this Complaint, with knowledge of the '015 Patent and with knowledge or willful blindness that the Infringing Products are especially adapted for use in infringing the '015 Patent, by, among other activities, offering for sale and/or selling the Infringing Products and related and similar products, which constitute a material part of the invention falling within the scope of one or more claims of the '015 Patent and which are not suitable for substantial noninfringing use.

69. Honey's acts of infringement have caused damage to RetailMeNot in an amount to be proven at trial. As a consequence of Honey's infringement, RetailMeNot is entitled to recover damages adequate to compensate it for the infringement complained of herein, but in no event less than a reasonable royalty.

70. RetailMeNot has suffered and continues to suffer irreparable injury as a direct and proximate result of Honey's infringement for which there is no adequate remedy at law. Unless Honey is enjoined, RetailMeNot will continue to suffer such irreparable injury as a direct and proximate result of Honey's conduct.

COUNT II – HONEY INFRINGES THE '931 PATENT

71. RetailMeNot hereby incorporates the allegations of Paragraphs 1 through 70 as if fully set forth herein.

72. RetailMeNot is informed and believes, and on that basis alleges, that Honey has infringed and is currently infringing one or more claims of the '931 Patent, in violation of 35 U.S.C. §§ 271, *et seq.*

73. Honey infringes literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(a), by, among other activities, making, using, offering for sale, and/or selling within this District and elsewhere in the United States, without license or authority, the Infringing Products, and related and similar products falling within the scope of one or more claims of the '931 Patent, including claim 1.

74. RetailMeNot is informed and believes, and on that basis alleges, that Honey is currently infringing one or more claims of the '931 Patent, in violation of 35 U.S.C. § 271(b), by actively inducing infringement of the '931 Patent, at least as of the filing of this Complaint, with knowledge of the '931 Patent and with knowledge or willful blindness that it is inducing the infringement of the '931 Patent, by, among other activities, actively and knowingly aiding and abetting, assisting, and encouraging others, including without limitation its members, customers, and end users of the Infringing Products and related and similar products, to directly infringe the '931 Patent with respect to the making, using, offering for sale, and/or selling within this District

and elsewhere in the United States, without license or authority, the Infringing Products and related and similar products falling within the scope of one or more claims of the '931 Patent, including claim 1.

75. RetailMeNot is informed and believes, and on that basis alleges, that Honey is currently contributing to infringement of one or more claims of the '931 Patent, in violation of 35 U.S.C. § 271(c), at least as of the filing of this Complaint, with knowledge of the '931 Patent and with knowledge or willful blindness that the Infringing Products are especially adapted for use in infringing the '931 Patent, by, among other activities, offering for sale and/or selling the Infringing Products and related and similar products, which constitute a material part of the invention falling within the scope of one or more claims of the '931 Patent and which are not suitable for substantial noninfringing use.

76. Honey's acts of infringement have caused damage to RetailMeNot in an amount to be proven at trial. As a consequence of Honey's infringement, RetailMeNot is entitled to recover lost profits and other damages adequate to compensate it for the infringement complained of herein, but in no event less than a reasonable royalty.

77. RetailMeNot has suffered and continues to suffer irreparable injury as a direct and proximate result of Honey's infringement for which there is no adequate remedy at law. Unless Honey is enjoined, RetailMeNot will continue to suffer such irreparable injury as a direct and proximate result of Honey's conduct.

COUNT III – HONEY INFRINGES THE '074 PATENT

78. RetailMeNot hereby incorporates the allegations of Paragraphs 1 through 77 as if fully set forth herein.

79. RetailMeNot is informed and believes, and on that basis alleges, that Honey has infringed and is currently infringing one or more claims of the '074 Patent, in violation of 35 U.S.C. §§ 271, *et seq.*

80. Honey infringes literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(a), by, among other activities, making, using, offering for sale, and/or selling within this District and elsewhere in the United States, without license or authority, the Infringing Products, and related and similar products falling within the scope of one or more claims of the '074 Patent, including claim 1.

81. RetailMeNot is informed and believes, and on that basis alleges, that Honey is currently infringing one or more claims of the '074 Patent, in violation of 35 U.S.C. § 271(b), by actively inducing infringement of the '074 Patent, at least as of the filing of this Complaint, with knowledge of the '074 Patent and with knowledge or willful blindness that it is inducing the infringement of the '074 Patent, by, among other activities, actively and knowingly aiding and abetting, assisting, and encouraging others, including without limitation its members, customers, and end users of the Infringing Products and related and similar products, to directly infringe the '074 Patent with respect to the making, using, offering for sale, and/or selling within this District and elsewhere in the United States, without license or authority, the Infringing Products and related and similar products falling within the scope of one or more claims of the '074 Patent, including claim 1.

82. RetailMeNot is informed and believes, and on that basis alleges, that Honey is currently contributing to infringement of one or more claims of the '074 Patent, in violation of 35 U.S.C. § 271(c), at least as of the filing of this Complaint, with knowledge of the '074 Patent and with knowledge or willful blindness that the Infringing Products are especially adapted for

use in infringing the '074 Patent, by, among other activities, offering for sale and/or selling the Infringing Products and related and similar products, which constitute a material part of the invention falling within the scope of one or more claims of the '074 Patent and which are not suitable for substantial noninfringing use.

83. Honey's acts of infringement have caused damage to RetailMeNot in an amount to be proven at trial. As a consequence of Honey's infringement, RetailMeNot is entitled to recover lost profits and other damages adequate to compensate it for the infringement complained of herein, but in no event less than a reasonable royalty.

84. RetailMeNot has suffered and continues to suffer irreparable injury as a direct and proximate result of Honey's infringement for which there is no adequate remedy at law. Unless Honey is enjoined, RetailMeNot will continue to suffer such irreparable injury as a direct and proximate result of Honey's conduct.

PRAYER FOR RELIEF

WHEREFORE, RetailMeNot respectfully requests that the Court enter judgment as follows:

- A. That Honey has directly infringed the Patents-in-Suit under 35 U.S.C. § 271(a);
- B. That Honey is inducing infringement of the Patents-in-Suit under 35 U.S.C. § 271(b);
- C. That Honey is a contributory infringer of the Patents-in-Suit under 35 U.S.C. § 271(c);
- D. That Honey and any of its affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees, successors, assigns, and all those acting for any of them and/or on any of their behalf, or acting in concert with any of them directly or indirectly, be permanently enjoined from infringing or inducing others to infringe the Patents-in-Suit;

- E. That Honey be ordered to pay compensatory damages to RetailMeNot, together with pre-judgment interest, post-judgment interest, and costs as allowed by law;
- F. That Honey be ordered to provide an accounting, including a post-verdict and post-judgment accounting, for any infringement not otherwise covered by a damages award or the requested injunctive relief;
- G. That Honey be ordered to pay supplemental damages to RetailMeNot, including without limitation interest;
- H. That the infringement by Honey be adjudged willful and that the damages be increased under 35 U.S.C. § 284 to three times the amount found or measured;
- I. That the Court determine this is an exceptional case under 35 U.S.C. § 285 and award attorneys' fees and costs to RetailMeNot; and
- J. For any such other and further relief as the Court deems just and equitable.

JURY DEMAND

In accordance with Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs respectfully demand a jury trial of all issues triable to a jury in this action.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Jeremy A. Tigan

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