

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

GREE, INC.,	§	Case No.: 2:19-cv-00070-JRG-RSP
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
SUPERCELL OY,	§	
	§	
Defendant.	§	

FIRST AMENDED COMPLAINT

Plaintiff GREE, Inc. (“GREE” or “Plaintiff”) files this First Amended Complaint against Supercell Oy (“Supercell” or “Defendant”). In this First Amended Complaint, GREE asserts U.S. Patent Nos. 9,604,137; 9,956,481; 9,774,655; and 9,795,873 against one or more of Supercell’s products “Clash Royale” and/or “Brawl Stars.” GREE alleges as follows:

PARTIES

1. Plaintiff GREE is a corporation organized under the laws of Japan with a principal place of business at 6-10-1, Roppongi, Roppongi Hills Mori Tower Minato-Ku, Tokyo, Japan.
2. Defendant Supercell Oy is a corporation organized under the laws of Finland, with a principal place of business at Itämerenkatu 11-13, Helsinki, Uusimaa, 00180, Finland.

JURISDICTION AND VENUE

3. This action arises under the patent laws of the United States, Title 35 of the United States Code. Accordingly, this Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).
4. This Court has personal jurisdiction over Supercell because it has, directly or

through agents and/or intermediaries, committed acts within Texas, including within this District, giving rise to this action and/or has established minimum contacts with Texas and this District such that the exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.

5. Supercell regularly conducts business in Texas, including this District, and purposefully avails itself of the privileges of conducting business in Texas. In particular, Supercell, directly and/or through its agents and/or intermediaries, makes, uses, imports, offers for sale, sells, and/or advertises its products and affiliated services in Texas, including this District. Defendant has placed, and continues to place, infringing products into the stream of commerce, via an established distribution channel, including iTunes and Google Play stores, with the knowledge and/or understanding that such products are sold to and/or used by users in the United States, including in Texas and specifically including this District.

6. Alternatively, and/or in addition, this Court has jurisdiction over Supercell Oy under Federal Rule of Civil Procedure 4(k)(2). This action arises from actions of Supercell Oy directed toward the United States, including (1) committing at least a portion of the infringing acts alleged herein and (2) regularly transacting business, soliciting business, and deriving revenue from the sale of goods and services, including infringing goods and services, to individuals in the United States. Therefore, Supercell Oy has purposefully availed itself of the benefits of the United States, including the Eastern District of Texas, and the exercise of jurisdiction over Supercell would not offend traditional notions of fair play and substantial justice.

7. Venue is proper in this District pursuant to 28 U.S.C. § 1391(c), as Supercell Oy is not a resident of the United States.

GREE AND THE ASSERTED PATENTS

8. GREE is a global social media company that provides mobile content and services, including games, entertainment, media, advertising, and investment services.

9. Originally founded in 2004, GREE has long sought to develop and create innovative solutions in gaming and social networking. GREE has sought to protect its investments in innovation by obtaining patent protection. GREE currently hold patents covering various improvements in digital and gaming technology in countries throughout the world, including the United States.

THE HISAOKA PATENTS

10. GREE is the owner by assignment of all right, title, and interest in and to United States Patent No. 9,604,137 (the “’137 patent”) entitled “Server, control method therefor, computer-readable recording medium, and game system,” which duly and legally issued on March 28, 2017. A true and correct copy of the ’137 patent was attached to the Complaint filed February 28, 2019 (Dkt. 1) as Exhibit A.

11. GREE is the owner by assignment of all right, title, and interest in and to United States Patent No. 9,956,481 (the “’481 patent”) entitled “Server, control method therefor, computer-readable recording medium, and game system,” which duly and legally issued on May 1, 2018. A true and correct copy of the ’481 patent was attached to the Complaint filed February 28, 2019 (Dkt. 1) as Exhibit B.

12. The ’137 and ’481 patents (collectively, the “Hisaoka Asserted Patents”) describe and claim different aspects of an innovative system and method for controlling and presenting a game to remote users on a computer using a communications network. The specification of the Hisaoka Asserted Patents explains that in conventional computer card-

battle games in which “player characters operated by players make a battle with each other on a game screen of a portable game machine using character cards that form a so-called deck,” “once a deck (a set of deck characters) is created, the deck formation cannot be changed in one battle event (also called a quest or a turn).” *See* Dkt. 1, Ex. B at 1:22-26, 1:46-48. As a result, “the player can only do very monotonous work such as continuously hit a button or switch” during the battle. *Id.* at 1:50-56.

13. The innovative computer gaming system and methods described and claimed in the Hisaoka Asserted Patents “elicit the originality and ingenuity of players to improve the interest in and taste of a battle event that was monotonous work in conventional products” by providing a server capable of providing a game on a remote user computer or mobile device in which the user can interactively select a character card to deploy and dynamically adjust and present the cards available to the user to be deployed. *See id.* at 2:5-8, 2:17-53.

14. The Hisaoka Asserted Patents further describe and claim a particular graphical user interface that is separated into multiple fields. The specification explains that in a first field, a control unit may display a “state where multiple game contents are arranged adjacent to one another (a kind of aligned state).” *Id.* at 8:6-8. After a user selects a game content, such as a character card, to be deployed in a game event, such as a battle, “the control unit can rearrange the game contents remaining in the first field to move over or fill a region where the removed game content was arranged,” “redisplay the game content selected by the player in a second field different from the first field,” and “update (refill) the region . . . with a new game content to display . . .” *Id.* at 8:6-23. The “control unit may display (dynamically display) the movement of the game contents (so-called ‘fade-in’ or ‘slide-in’) using moving images.” *Id.* at 8:16-19.

15. The claims of the Hisaoka Asserted Patents are rooted in computer technology and cannot be performed without a computer. They are directed to a specific graphical user interface that allows remote users to interactively select game contents and dynamically updates the set of game contents available for use.

16. Servers providing card-battle games capable of allowing users to interactively select game contents (*e.g.*, character cards) to play during a game event and display them on a remote computer were not common or conventional in the art of computer-implemented card-based battle games at the time of the invention of the Hisaoka Asserted Patents. The innovative methods and systems described and claimed in the Hisaoka Asserted Patents represent a substantial improvement over conventional gaming systems that “elicit[s] the originality and ingenuity of the player in the battle event to improve the interest in and taste of the battle event that was monotonous work in the conventional” systems. *Id.* at 20:58-62.

17. The particular user interface described and claimed in the Hisaoka Asserted Patents, including a display screen divided into multiple fields, one of which displays and dynamically updates the game contents available for the user to select as the battle progresses, was also not routine, well-understood, or conventional at the time of the invention of the Hisaoka Asserted Patents.

18. These improvements over prior art and conventional gaming devices, systems, and methods represent meaningful limitations and/or inventive concepts. Further, in view of these specific improvements, the inventions of the asserted claims, when such claims are viewed as a whole and in ordered combination, are not routine, well-understood, conventional, generic, existing, commonly used, well-known, previously known, or typical.

THE TAKEUCHI PATENT

19. GREE is the owner by assignment of all right, title, and interest in and to United States Patent No. 9,774,655 (the “’655 patent”) entitled “Server and method for transferring an object between users in a service provided by the server,” which duly and legally issued on September 26, 2017. A true and correct copy of the ’655 patent was attached to the Complaint filed February 28, 2019 (Dkt. 1) as Exhibit C.

20. The ’655 patent describes and claims different aspects of an innovative system and method for receiving and transferring objects between users based on a request from one user to another and, if fulfillment of the request satisfies a particular condition, granting a predetermined benefit to the recipient of the transfer. The specification of the ’655 patent explains that “more and more users are using avatars that represent themselves on networks,” and that users are “getting or buying [virtual] items or giving them to their friends as gifts.” *See* Dkt. 1, Ex. C, at 1:36-53. As a result, “coordinating avatar items is now one target of economic activity.” *Id.* at 1:51-52. However, the ’655 patent notes that “only a limited number of users are willing to buy paid items and further give them to their friends as gifts.” *Id.* at 2:2-5.

21. The innovative server system and methods described and claimed in the ’655 patent “further encourage users to purchase items or give them as gifts” by providing a server that receives and transfers items between users in response to requests from one user to another, and further grants a predetermined benefit to the recipient of the transfer if the fulfillment of the request satisfies a condition in relation to the transferred item(s). *See id.* at 2:14-16, 3:13-29.

22. The claims of the ’655 patent are rooted in computer technology and cannot be performed without a computer. They are directed to a service provided over a client-server

network that provides users with a way to request and transfer virtual items between each other, and further incentivizes users to purchase items within the service by granting additional objects to recipients of a transfer when the transfer satisfies a particular condition.

23. Servers providing users with the ability to request and transfer items between each other that further granted additional items to recipients of a transfer if a condition was satisfied based on the transfer were not common or conventional in the art of client-server network services at the time of the invention of the '655 patent. The innovative methods and systems described and claimed in the '655 patent represent a substantial improvement over conventional client-server network services that create an incentive for users to “aggressively purchase[] and give[] items as gifts in expectation of the returned favor and benefits” such that “users can be further encouraged to purchase items and give them as gifts.” *Id.* at 3:25-29.

24. The particular service described and claimed in the '655 patent, including the ability to request and transfer items between users and grant additional items to users based on the satisfaction of a condition, was also not routine, well-understood, or conventional at the time of the invention of the '655 patent.

25. These improvements over prior art and conventional client-server network services, systems, and methods represent meaningful limitations and/or inventive concepts. Further, in view of these specific improvements, the inventions of the asserted claims, when such claims are viewed as a whole and in ordered combination, are not routine, well-understood, conventional, generic, existing, commonly used, well-known, previously known, or typical.

THE TSUCHIYA PATENT

26. GREE is the owner by assignment of all right, title, and interest in and to United

States Patent No. 9,795,873 (the “’873 patent”) entitled “Shooting game control method and game system,” which duly and legally issued on October 24, 2017. A true and correct copy of the ’873 patent was attached to the Complaint filed February 28, 2019 (Dkt. 1) as Exhibit D.

27. The ’873 patent describes and claims an innovative system and method for shooting game controls on a touch panel interface by using one touch operation to display a frame indicative of a shooting effective range and a second touch operation to control the attack. The specification of the ’873 patent explains that the inventions is for games on devices where “real shooting is realized by a device with a limited display area, such as a smartphone” and the “limited display area, tends to make an overall operation complex, and a speedy game development may be hindered.” See Dkt. 1, Ex. D, at 1:58-67. In addition, although some games offer auto-aiming functions, “in a game in which many enemy characters appear and the numbers of successive shootings of enemy characters are contested, the auto-aiming function is effective, but it is difficult to express a weighting or the like of scores based on a difference in shooting position.” *Id.* at 2:4-9.

28. The innovative shooting control system and methods described and claimed in the ’873 patent “achieve both precise shooting and speedy game development by a simple and easy-to-understand operation.” *Id.* at 2:12-13. The invention achieves this by providing using a touch operation to display “a first frame indicative of a shooting effective range on the display in accordance with a position of the touch operation” and then a second touch operation “for an attack on an attack target in a state in which the first frame is displayed.” *See id.* at 2:18-28.

29. The claims of the ’873 patent are rooted in computer technology and cannot be performed without a computer. Moreover, the claims are specific to problems encountered in a mobile gaming interface for shooting games on a small display with touch screen controls.

30. The particular system and method of shooting game control described and claimed in the '873 patent, including the ability to display a frame indicative of shooting range based on a touch operation, was also not routine, well-understood, or conventional at the time of the invention of the '873 patent.

31. These improvements over prior art and conventional shooting game control systems and methods represent meaningful limitations and/or inventive concepts. Further, in view of these specific improvements, the inventions of the asserted claims, when such claims are viewed as a whole and in ordered combination, are not routine, well-understood, conventional, generic, existing, commonly used, well-known, previously known, or typical.

GENERAL ALLEGATIONS

32. Defendant Supercell makes, uses, sells, offers for sale, and/or imports into the United States gaming systems, software, or methods for controlling games in which users do battle, including Clash Royale and Brawl Stars.

33. Clash Royale and Brawl Stars operate on computers and mobile devices, including those with iOS and Android operating systems.

34. Defendant Supercell operates, places into service, or otherwise controls a plurality of servers worldwide, including in the United States, on which Supercell and Brawl Stars operate, and its customers and other users use, software related to Clash Royale and Brawl Stars and on which Supercell stores user data associated with the products.

35. Clash Royale and Brawl Stars have millions of registered users worldwide, including in the United States and Texas.

36. On September 12, 2016, GREE sent a letter to Supercell specifically identifying a foreign counterpart to the Hisaoka Asserted Patents, JP5361020, and a foreign counterpart to

the '655 patent, JP5591415. At that time, the applications that resulted in the Hisaoka Asserted Patents and the '655 patent were already pending. Supercell has been on notice of the Hisaoka Asserted Patents and the '655 patent and/or has been willfully blind to their existence since their respective dates of issuance. Additionally, and/or alternatively, Supercell has had knowledge of the '655 patent since at least July 17, 2018, when Supercell answered a complaint served by GREE for infringement of JP5591415, the Japanese counterpart of the '655 patent in Civil Department 40 of the Tokyo District Court and/or has been willfully blind to its existence. Furthermore, on February 27, 2019, GREE sent a letter to Supercell specifically identifying the '873 patent. Supercell has been on notice of the '873 patent and/or has been willfully blind to its existence since at least February 27, 2019.

37. Additionally and/or in the alternative, Supercell has had knowledge of the Hisaoka Asserted Patents and the '655 patent at least since the date of filing of this Complaint.

COUNT I—INFRINGEMENT OF THE '137 PATENT

38. GREE re-alleges and incorporates by reference each and every allegation contained in the paragraphs 1-37 as if fully set forth herein.

39. Supercell directly infringes at least claim 1 of the '137 patent by, without authority, making, using, importing, selling, or offering to sell Clash Royale in the United States, in violation of 35 U.S.C. § 271(a).

40. For example, representative claim 1 of the '137 patent recites:

1. [preamble] A server connected to a terminal device operated by a player through a communication line to provide a game including a predetermined battle event comprising at least one battle, comprising:

[a] an information storage device that stores information related to the game;

[b] and a controller that accesses the information, performs computation on the game, and displays images of the game on the terminal device,

[c] wherein the information storage device holds, as part of the information related to the game, plural kinds of player characters and at least one kind of enemy character associated with the predetermined battle event,

[d] information on a game content corresponding to each of the player characters,

[e] a point set for each of the player characters and/or each of the game contents, and

[f] information on an upper limit of a point set for the battle or the predetermined battle event,

[g] the controller displays a plurality of the game contents in a first field on the terminal device so that the player can select at least one desired game content from the plurality of the game contents to attack the enemy character in the predetermined battle event, and

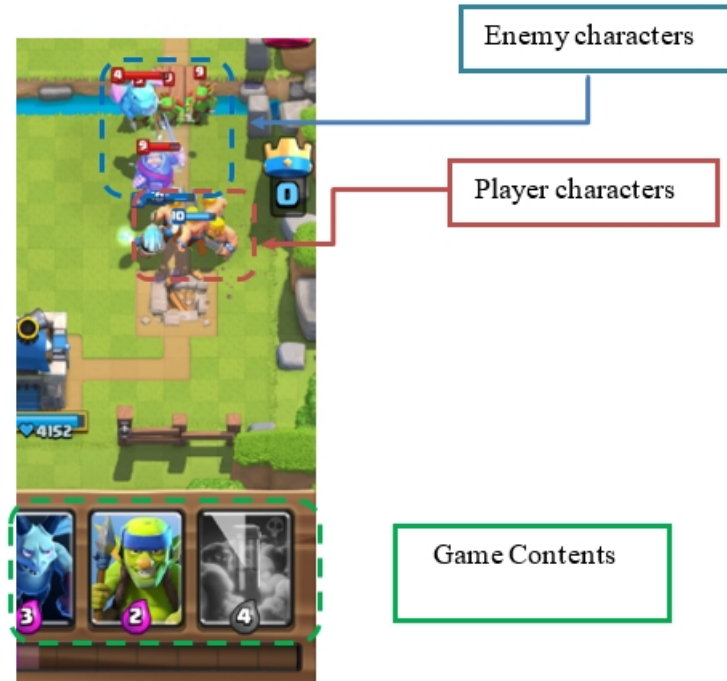
[h] the controller permits the player to select the game contents when a sum of the points of the player characters and/or the game content selected by the player is less than or equal to the upper limit of the point, and

[i] the controller sequentially subtracts the point of the selected game content from the upper limit of the point, and adds a predetermined amount to the upper limit of the point at appropriate timing or restores the upper limit of the point.

41. To the extent the preamble is limiting, Clash Royale includes “[a] server connected to a terminal device operated by a player through a communication line” that “provide[s] a game including a predetermined battle event comprising at least one battle.” Upon information and belief, Supercell operates, leases, or otherwise controls servers that connect to user terminal devices, including mobile devices with iOS and Android processing systems, and allow users to “[d]uel players from around the world in real-time in both 1v1 and 2v2 Battles” on their terminal devices. See <https://itunes.apple.com/us/app/clash-royale/id1053012308?mt=8>.

42. With respect to claim elements 1[a] and 1[b], Supercell’s servers store information related to Clash Royale and include processors capable of accessing information relating to Clash Royale, performing computations, and causing images to be displayed on terminal devices.

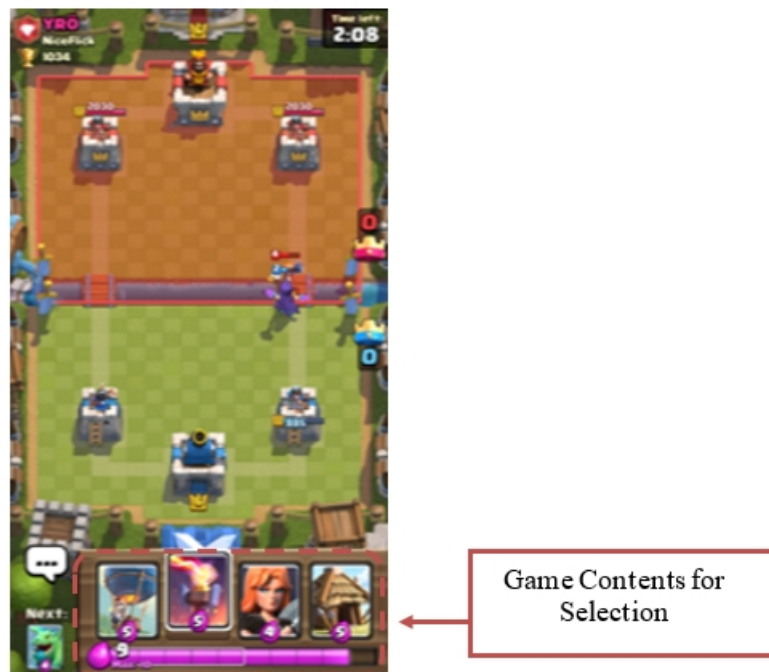
43. With respect to claim element 1[c] and 1[d], Supercell’s servers store information related to a plurality of kinds of player characters and enemy characters associated with battle events, as well as a set of game contents possessed by each player:



44. With respect to claim elements 1[e] and 1[f], Supercell’s servers also store a point set for each of the game contents and information on an upper level of a point set for the battle. Each of the players’ cards has an associated “Elixir” amount. Players have a maximum of 10 Elixir points and can select game contents to deploy when they have sufficient Elixir:



45. With respect to claim element 1[g], a plurality of game contents are displayed in a first field on the user terminal device, and a user can select displayed game contents to attack an enemy character:



46. With respect to claim element 1[h], players are permitted to select game contents when a sum of the points of the player characters and/or the game content selected by

the player is less than or equal to the upper limit. Players can select cards to play in battle when the Elixir cost for the card selected is less than or equal to the amount of Elixir the user currently possesses.

47. With respect to claim element 1[i], Elixir points associated with each selected game content are subtracted from the player's Elixir, and the game controller restores the player's Elixir over time:



48. Supercell indirectly infringes the '137 patent within the United States by inducing infringement under 35 U.S.C. § 271(b). For example, since learning of the '137 patent and by failing to cease offering Clash Royale, Supercell has knowingly and intentionally induced Clash Royale users to directly infringe one or more claims of the '137 patent, *inter alia*, by (1) providing instructions or information, for example on publicly available websites (see, e.g., <https://supercell.helpshift.com/a/clash-royale/?p=web&l=en&s=battle> and linked pages), to explain how to use the Clash Royale application in an infringing manner, including the use of the Clash Royale application in the manners described in the foregoing paragraphs,

which are expressly incorporated herein, and (2) touting infringing uses of Clash Royale in advertisements, including but not limited to those listed on or available from their websites and other mobile application marketplace websites.

49. Supercell indirectly infringes the '137 patent by contributing to the direct infringement by end users under 35 U.S.C. § 271(c) by providing Clash Royale, which, as evidenced by Supercell's websites and advertisements (*see, e.g.*, <https://supercell.helpshift.com/a/clash-royale/?p=web&l=en&s=battle> and linked pages), is especially made for use in a manner that infringes one or more claims of the '137 patent as described herein and has no substantial non-infringing uses.

50. GREE has been and continues to be injured by Supercell's infringement of the '137 patent. GREE is entitled to recover damages adequate to compensate it for Supercell's infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

51. Unless enjoined by this Court, Supercell's acts of infringement will continue to damage and cause irreparable harm to GREE.

52. On information and belief, Supercell's infringement of the '137 patent has been willful and deliberate. Supercell has known of the '137 patent and its infringement thereof and continued its unlawful actions nevertheless. GREE is therefore entitled to increased damages under 35 U.S.C. § 284 and attorneys' fees and costs under 35 U.S.C. § 285.

53. The application that resulted in the '137 patent published as U.S. 2016/0051898 A1 on February 25, 2016. Defendant Supercell has been aware of the application that led to the '137 patent since at least September 12, 2016, when GREE sent a letter to Supercell specifically identifying JP5361020, a foreign counterpart to the '137 patent. Defendant

Supercell has therefore had actual notice of U.S. 2016/0051898 A1 since at least September 12, 2016. One or more claims of the '137 patent are substantially identical to the claims that published in U.S. 2016/0051898 A1. GREE is therefore entitled to provisional damages under 35 U.S.C. § 154(d) from the date of Supercell's actual notice of this published application.

COUNT II—INFRINGEMENT OF THE '481 PATENT

54. GREE re-alleges and incorporates by reference each and every allegation contained in the paragraphs 1-37 as if fully set forth herein.

55. Supercell directly infringes claims at least claim 8 of the '481 patent by, without authority, making, using, importing, selling, or offering to sell Clash Royale in the United States, in violation of 35 U.S.C. § 271(a).

56. For example, representative claim 8 of the '481 patent recites:

8. [preamble] A non-transitory computer-readable recording medium that records a program causing the computer to perform steps of:

[a] storing, as part of information related to a game,

(i) information on plural kinds of player characters and at least one kind of enemy character associated with a predetermined battle event,

(ii) information on a game content corresponding to the player characters,

(iii) information on a first parameter value related to the battle for each of the player characters and/or each of the enemy characters,

(iv) information on a second parameter value for each of the player characters and/or each of the game contents, and

(v) information on a third parameter value for the predetermined battle event,

[b] displaying a plurality of the game contents in a first field on a game image in the predetermined battle event;

[c] receiving a selection of at least one desired game content to attack the enemy character from the plurality of the game content;

[d] removing the game content selected by the player from the first field, updating the first field with a new game content alternative to the removed game content,

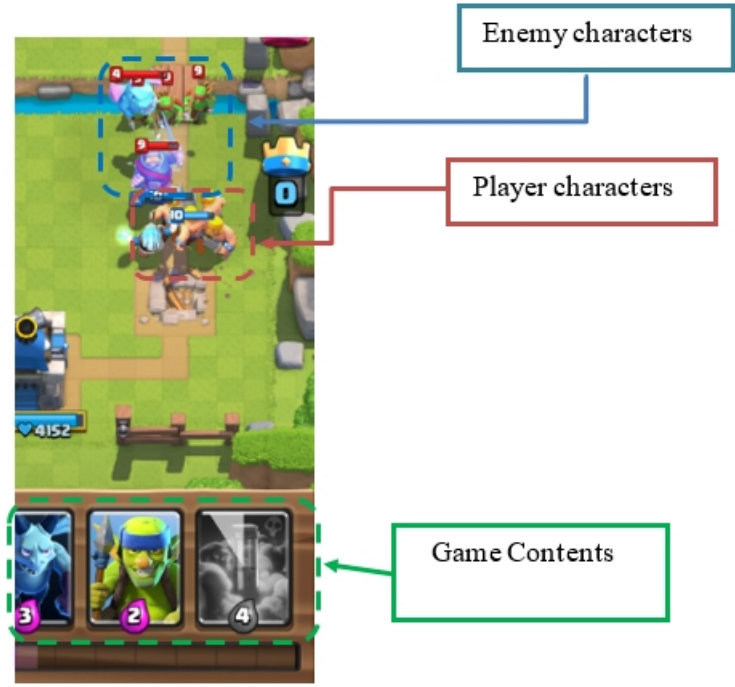
sequentially subtracting the second parameter value of the selected game content from the third parameter value, and adding a predetermined amount to the third parameter value at appropriate timing; and

[e] displaying the corresponding first parameter value together with at least one of the player character and the enemy character on the second field of the display of the game,

[f] wherein a selection of the new game content is enabled when the second parameter value of the new game content alternative to the removed game content is smaller than the third parameter value in which the second parameter value of the removed game content has been subtracted.

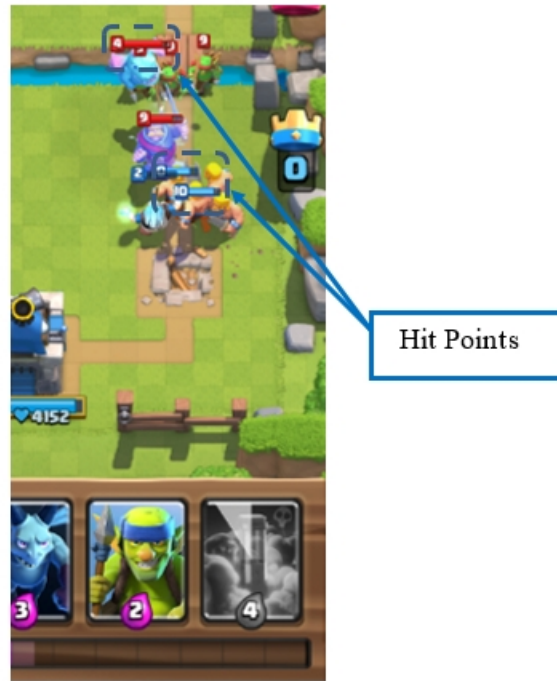
57. To the extent the preamble is limiting, Clash Royale comprises a non-transitory computer-readable recording medium that records a computer program. Upon information and belief, Supercell operates, leases, or otherwise controls servers that connect to user terminal devices, including mobile devices with iOS and Android processing systems, and allow users to “[d]uel players from around the world in real-time in both 1v1 and 2v2 Battles” on their terminal devices. *See* <https://itunes.apple.com/us/app/clash-royale/id1053012308?mt=8>.

58. With respect to claim elements 8[a](i) and 8[a](ii), Supercell stores information related to the game, including information related to a plurality of kinds of player characters and enemy characters associated with battle events, as well as a set of game contents possessed by each player.



59. With respect to claim elements 8[a](iii)-(v), Supercell also stores information on a first parameter value related to a battle for each player and enemy character, a second parameter value for each of the game contents, and a third parameter value.

60. With respect to claim element 8[a](iii), each player has a certain number of “hit points” associated with each of its characters:



61. With respect to claim element 8[a](iv), each of the players' cards has an associated "Elixir" amount. With respect to claim element 8[a](v), each player also has an amount of available Elixir points and can select game contents to deploy when the player has sufficient Elixir:



62. With respect to claim element 8[b], a plurality of game contents are displayed in a first field of a game image, and with respect to claim element 8[c], a user can select displayed game contents to attack an enemy character:

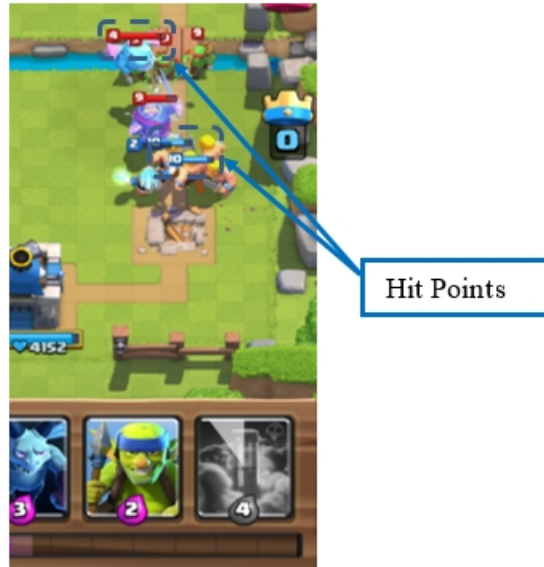


63. With respect to claim element 8[d], the game content selected by the player is removed from the first field, the field is updated with a new game content alternative to the removed game content, the second parameter value of the selected game content is sequentially subtracted from the third parameter value, and a predetermined amount is added to the third parameter value at appropriate timing. When a user selects a card to play, the card is removed from the field in which available cards are displayed, the number of Elixir points associated with the card selected are subtracted from the player's Elixir, a new card is added to the field to replace the removed card, and the game controller adds one point back to the player's Elixir supply at appropriate times:



64. With respect to claim element 8[e], a first parameter value is displayed together with at least one of the player character and the enemy character on a second field of display. The player characters are displayed with the number of hit points they have remaining in the battle field of the display:





65. With respect to claim element 8[f], Supercell enables selection of a new game content when the second parameter value of the new game content alternative to the removed game content is smaller than the third parameter value in which the second parameter value of the removed game content has been subtracted. A new game content may be selected when the card's Elixir cost is smaller than the user's available Elixir.

66. Supercell indirectly infringes the '481 patent within the United States by inducing infringement under 35 U.S.C. § 271(b). For example, since learning of the '481 patent and by failing to cease offering Clash Royale, Supercell has knowingly and intentionally induced Clash Royale users to directly infringe one or more claims of the '481 patent, *inter alia*, by (1) providing instructions or information, for example on publicly available websites (see, e.g., <https://supercell.helpshift.com/a/clash-royale/?p=web&l=en&s=battle> and linked pages), to explain how to use the Clash Royale application in an infringing manner, including the use of the Clash Royale application in the manners described in the foregoing paragraphs, which are expressly incorporated herein, and (2) touting infringing uses of Clash Royale in advertisements, including but not limited to those listed on or available from their websites and

other mobile application marketplace websites.

67. Supercell indirectly infringes the '481 patent by contributing to the direct infringement by end users under 35 U.S.C. § 271(c) by providing Clash Royale, which, as evidenced by Supercell's websites and advertisements (*see, e.g.*, <https://supercell.helpshift.com/a/clash-royale/?p=web&l=en&s=battle> and linked pages), is especially made for use in a manner that infringes one or more claims of the '481 patent as described herein and has no substantial non-infringing uses.

68. GREE has been and continues to be injured by Supercell's infringement of the '481 patent. GREE is entitled to recover damages adequate to compensate it for Supercell's infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

69. Unless enjoined by this Court, Supercell's acts of infringement will continue to damage and cause irreparable harm to GREE.

70. Defendant Supercell's infringement of the '481 patent has been willful and deliberate. Defendant Supercell has known of the '481 patent and its infringement thereof and continued its unlawful actions nevertheless. GREE is therefore entitled to increased damages under 35 U.S.C. § 284 and attorneys' fees and costs under 35 U.S.C. § 285.

COUNT III—INFRINGEMENT OF THE '655 PATENT

71. GREE re-alleges and incorporates by reference each and every allegation contained in the paragraphs 1-37 as if fully set forth herein.

72. Supercell directly infringes claims at least claim 8 of the '655 patent by, without authority, making, using, importing, selling, or offering to sell Clash Royale in the United States, in violation of 35 U.S.C. § 271(a).

73. For example, representative claim 8 of the '655 patent recites:

8. A computer-readable, non-transitory medium storing a control program for a server for providing a service to a plurality of devices respectively used by a plurality of users, including a storage medium and a communication module for communicating with the plurality of devices, wherein the control program causes the server to execute a process, the process comprising:

[a] storing possessed objects respectively possessed by the plurality of users, acquired in the service and used in the service in the storage module;

[b] storing, for each of the plurality of users, transfer information indicating a transfer or a user who has transferred an object to any of the plurality of the users in the storage medium;

[c] sending, to a device of a first user among the plurality of users, display data for selecting a first object from the possessed objects possessed by the first user and selecting a second user from the plurality of users;

[d] receiving from the device of the first user a request for transfer of the selected first object from the first user to the second user;

[e] updating the transfer information of the second user in response to the request for transfer;

[f] determining whether the transfer information of the second user satisfies a condition for granting a second object when the first object is transferred in response to the request for transfer;

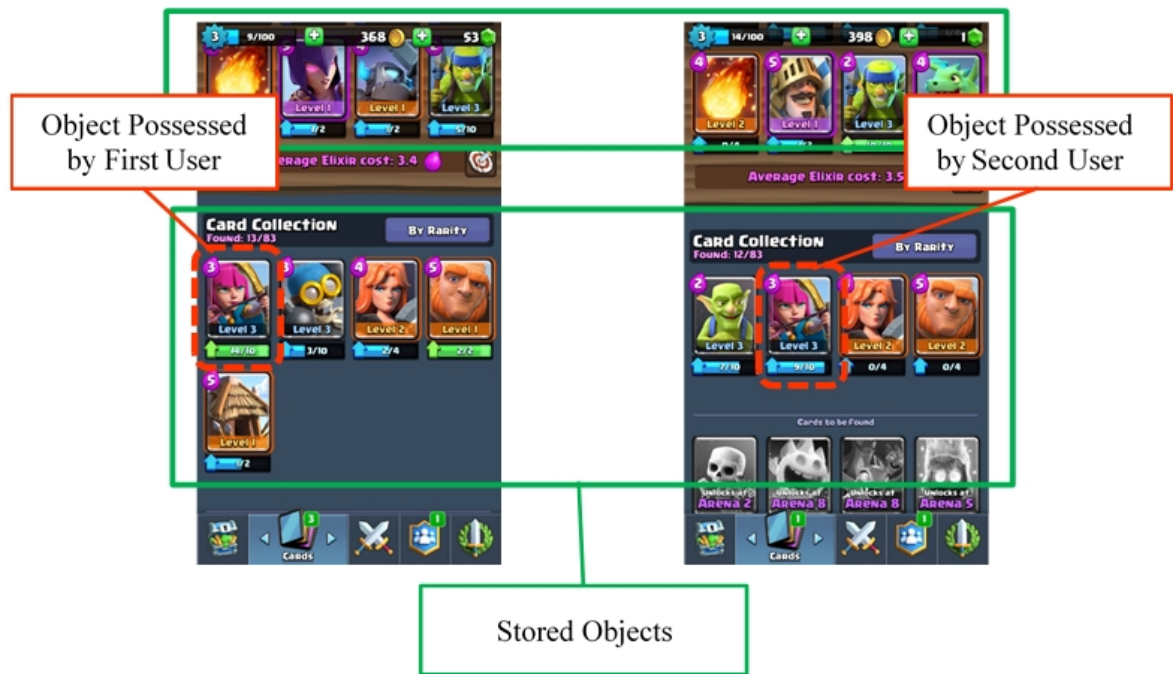
[g] granting the second object used in the services to the second user when the transfer information of the second user satisfies the condition for granting the second object; and

[h] notifying the device of the second user that the first object is transferred, or that the second object is granted.

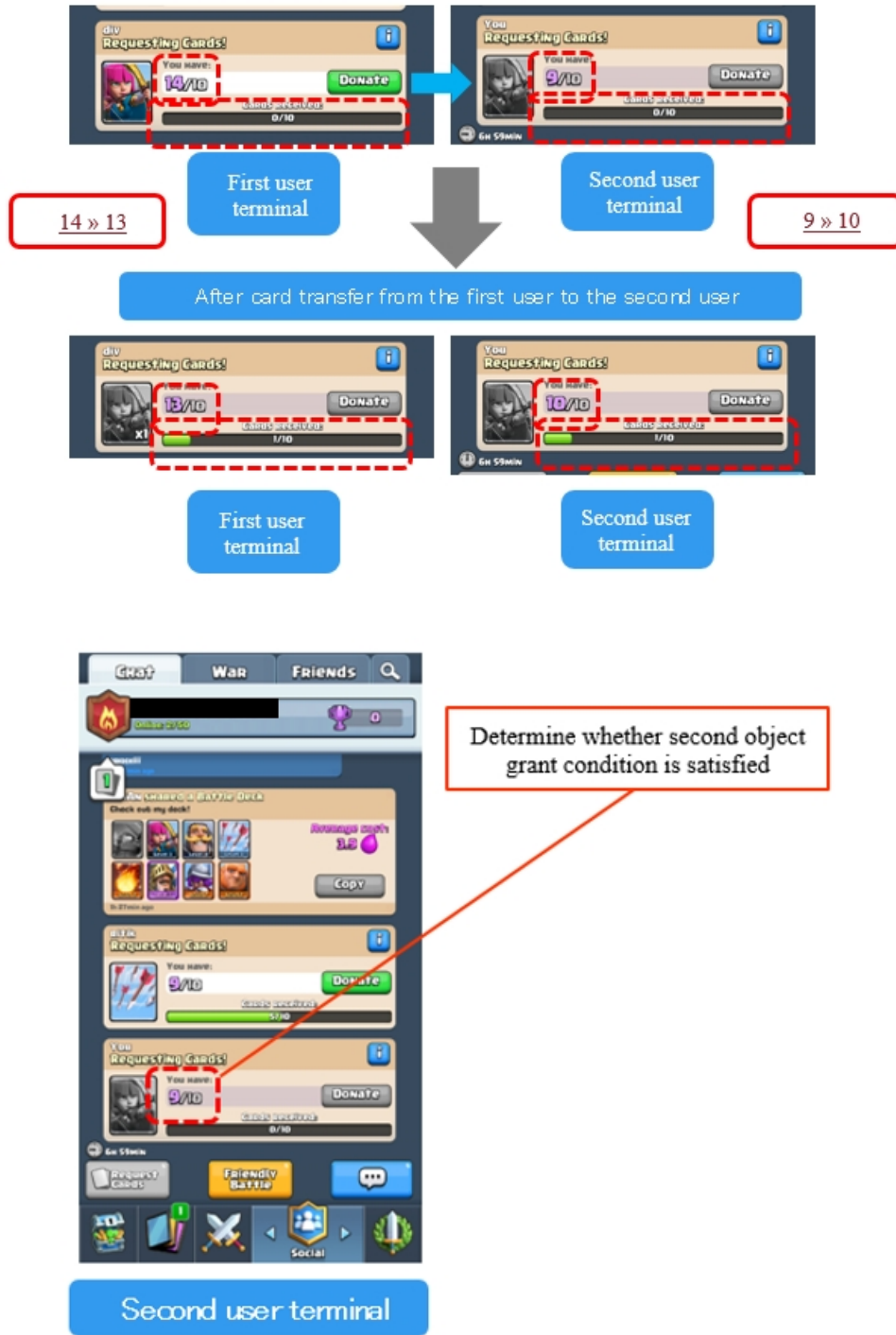
74. To the extent the preamble is limiting, Clash Royale comprises a non-transitory computer-readable recording medium that records a computer program. Upon information and belief, Supercell operates, leases, or otherwise controls servers that connect to user terminal devices used by a plurality of users, including mobile devices with iOS and Android processing systems, and allow users to “[d]uel players from around the world in real-time in both 1v1 and 2v2 Battles” on their terminal devices. See <https://itunes.apple.com/us/app/clash->

royale/id1053012308?mt=8.

75. With respect to claim elements 8[a], Supercell stores information related to objects possessed by a plurality of users that are acquired and used in the service. Supercell stores information about the cards possessed by each user that are acquired by and used in playing Clash Royale.



76. With respect to claim elements 8[b]-[f], Supercell also stores transfer information indicating a transfer or a user who has transferred an object, sends display data for selecting a first object from the possessed objects and a second user, receives a transfer request, updates transfer information, and determines whether a transfer satisfies a condition. In Clash Royale, a user may donate cards they possess to another user. Supercell stores and sends this information to user devices. A second user may request the transfer of a type of card, and a first user may choose to fulfill the request. Supercell determines whether or not the second user, after receiving the donated cards, has enough cards of the same type to upgrade the cards.



77. With respect to claim element 8[g], Supercell grants the second object to the second user when the transfer satisfies the condition. If the second user receives enough cards in the transfer to upgrade a card, the second user may then receive a second object in the form

of an upgraded card from Supercell.



78. With respect to claim element 8[h], Supercell notifies the device of the second user that the first object is transferred or that the second object is granted. Supercell provides notification to the user when they receive the transferred cards, and Supercell also notifies a user if an upgrade is available for a card after the transfer.



Notification that cards were received



Notification that upgraded card is available

79. Supercell indirectly infringes the '655 patent within the United States by inducing infringement under 35 U.S.C. § 271(b). For example, since learning of the '655 patent and by failing to cease offering Clash Royale, Supercell has knowingly and intentionally induced Clash Royale users to directly infringe one or more claims of the '655 patent, *inter alia*, by (1) providing instructions or information, for example on publicly available websites (see, e.g., <https://supercell.helpshift.com/a/clash-royale/?p=web&l=en&s=battle> and linked pages), to explain how to use Clash Royale in an infringing manner, including the use of the Clash Royale application in the manners described in the foregoing paragraphs, which are expressly incorporated herein, and (2) touting infringing uses of Clash Royale in advertisements, including but not limited to those listed on or available from their websites and

other mobile application marketplace websites.

80. Supercell indirectly infringes the '655 patent by contributing to the direct infringement by end users under 35 U.S.C. § 271(c) by providing Clash Royale, which, as evidenced by Supercell's websites and advertisements (*see, e.g.*, <https://supercell.helpshift.com/a/clash-royale/?p=web&l=en&s=battle> and linked pages), is especially made for use in a manner that infringes one or more claims of the '655 patent as described herein and has no substantial non-infringing uses.

81. GREE has been and continues to be injured by Supercell's infringement of the '655 patent. GREE is entitled to recover damages adequate to compensate it for Supercell's infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

82. Unless enjoined by this Court, Supercell's acts of infringement will continue to damage and cause irreparable harm to GREE.

83. Defendant Supercell's infringement of the '655 patent has been willful and deliberate. Defendant Supercell has known of the '655 patent and its infringement thereof and continued its unlawful actions nevertheless. GREE is therefore entitled to increased damages under 35 U.S.C. § 284 and attorneys' fees and costs under 35 U.S.C. § 285.

84. The application that resulted in the '655 patent published as U.S. 2015/0256596 A1 on September 10, 2015. Defendant Supercell has been aware of the application that led to the '655 patent since at least September 12, 2016, when GREE sent a letter to Supercell specifically identifying JP5591415, a foreign counterpart to the '655 patent. Defendant Supercell has therefore had actual notice of U.S. 2015/0256596 A1 since at least September 12, 2016. One or more claims of the '655 patent are substantially identical to the claims that

published in U.S. 2015/0256596 A1. GREE is therefore entitled to provisional damages under 35 U.S.C. § 154(d) from the date of Supercell's actual notice of this published application.

COUNT IV—INFRINGEMENT OF THE '873 PATENT

85. GREE re-alleges and incorporates by reference each and every allegation contained in the paragraphs 1-37 as if fully set forth herein.

86. Supercell directly infringes at least claim 1 of the '873 patent by, without authority, making, using, importing, selling, or offering to sell Brawl Stars in the United States, in violation of 35 U.S.C. § 271(a).

87. For example, representative claim 1 of the '873 patent recites:

1. [preamble] A non-transitory computer-readable medium including computer-program instructions, which when executed by an electronic device including a display configured to display a game image and a touch panel provided integral with the display, cause the electronic device to:

[a] identify a first touch operation on the touch panel;

[b] cause the display to display a first frame indicative of a shooting effective range in accordance with a position of the first touch operation;

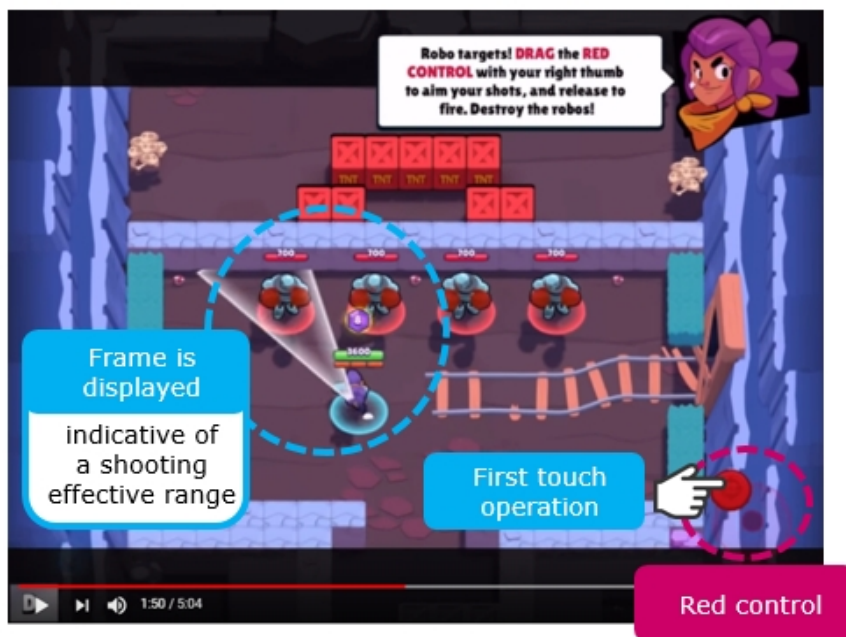
[c] identify a second touch operation at the touch panel as an instruction for an attack when the first frame is displayed; and

[d] control to attack in accordance with a display position of the first frame when the instruction for the attack is identified.

88. To the extent the preamble is limiting, Brawl Stars includes “[a] non-transitory computer-readable medium including computer-program instructions, which when executed by an electronic device including a display configured to display a game image and a touch panel provided integral with the display, cause the electronic device to.” Supercell provides the software code for Brawl Stars which represents computer-program instructions to run in a non-transitory computer readable medium such as the memory of an electronic device capable of running games. Brawl Stars is designed for mobile devices with iOS and Android operating

systems that provide displays with touch panel controls. Those displays are used by Supercell to display the game images of Brawl Stars when operated by players of Brawl Stars.

89. With respect to claim elements 1[a] and 1[b], a player performs the first touch operation when that player touches a red touch control within the Brawl Stars game. This touch operation causes a frame to be displayed, indicative of a shooting effective range in accordance with the touch position:



90. Further with respect to claim element 1[b], when the player drags the red control, the frame moves and is displayed in accordance with the dragging operations:



91. With respect to claim element 1[c], when the player touches off the screen while the targeting frame is displayed, which represents a second touch operations, an attack is performed:



92. With respect to claim element 1[d], the attack is performed within the range

frame indicated on the display, and is thus in accordance with the display position of the frame:



93. Supercell indirectly infringes the '873 patent within the United States by inducing infringement under 35 U.S.C. § 271(b). For example, since learning of the '873 patent and by failing to cease offering Brawl Stars, Supercell has knowingly and intentionally induced Brawl Stars users to directly infringe one or more claims of the '873 patent, *inter alia*, by (1) providing instructions or information, for example on publicly available websites (*see, e.g.*, <https://supercell.helpshift.com/a/brawl-stars/?p=web> and linked pages), to explain how to use the Brawl Stars application in an infringing manner, including the use of the Brawl Stars application in the manners described in the foregoing paragraphs, which are expressly incorporated herein, and (2) touting infringing uses of Brawl Stars in advertisements, including but not limited to those listed on or available from their websites and other mobile application marketplace websites.

94. Supercell indirectly infringes the '873 patent by contributing to the direct infringement by end users under 35 U.S.C. § 271(c) by providing Brawl Stars, which, as evidenced by Supercell's websites and advertisements (*see, e.g.*,

<https://supercell.helpshift.com/a/brawl-stars/?p=web> and linked pages), is especially made for use in a manner that infringes one or more claims of the '873 patent as described herein and has no substantial non-infringing uses.

95. GREE has been and continues to be injured by Supercell's infringement of the '873 patent. GREE is entitled to recover damages adequate to compensate it for Supercell's infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

96. Unless enjoined by this Court, Supercell's acts of infringement will continue to damage and cause irreparable harm to GREE.

97. Defendant Supercell's infringement of the '873 patent has been willful and deliberate. Defendant Supercell has known of the '873 patent and its infringement thereof and continued its unlawful actions nevertheless. GREE is therefore entitled to increased damages under 35 U.S.C. § 284 and attorneys' fees and costs under 35 U.S.C. § 285.

PRAYER FOR RELIEF

WHEREFORE, GREE prays for relief in its favor, as follows:

A. Enter a judgment that Defendant Supercell has infringed, and willfully infringed, the '137, '481, '655, and '873 patents.

B. Grant a permanent injunction restraining and enjoining Defendant Supercell and its officers, directors, agents, servants, employees, successors, assigns, parents, subsidiaries, affiliated or related companies, and attorneys from directly or indirectly infringing the '137, '481, '655, and '873 patents;

C. Enter a declaration that this case is exceptional and correspondingly award GREE attorney fees and costs under 35 U.S.C. § 285;

- D. Award damages, enhanced damages, costs, and prejudgment interest to GREE under 35 U.S.C. § 284;
- E. Award provisional damages to GREE under 35 U.S.C. § 154(d).
- F. Grant such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

GREE hereby demands a jury trial on all issues appropriately triable by a jury.

DATED: December 10, 2019

GILLAM & SMITH, LLP

By /s/ Steven D. Moore

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CERTIFICATE OF SERVICE

I hereby certify that on December 10, 2019, all counsel of record who have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system pursuant to Local Rule CV-5(a)(3):

/s/ Steven D. Moore

Steven D. Moore