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

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| **INTELLIGENT AGENCY, LLC,** | |
| **Plaintiff,** | **CIVIL ACTION NO.: 4:20-cv-185 -ALM** |
| **v.** | |
| **7-ELEVEN, INC.,** | **JURY TRIAL DEMANDED** |
| **Defendant.** | |

## AMENDED COMPLAINT FOR PATENT INFRINGEMENT

1. This is an action under the patent laws of the United States, Title 35 of the United States Code, for patent infringement, in which Intelligent Agency, LLC ("Intelligent Agency" or "Plaintiff") makes the following allegations against 7-Eleven, Inc. ("7-Eleven").

## PARTIES

2. Plaintiff Intelligent Agency is a Texas limited liability company having its primary office at 4507 Byron Circle, Irving, TX 75038-6324. The owner of Intelligent Agency is Mr. Federico Fraccaroli.

3. On information and belief, Defendant 7-Eleven is a Texas corporation having a principal place of business at 3200 Hackberry Road, Irving, Texas 75063. On information and belief, the registered agent for service of process in Texas for 7-Eleven is Corporate Creations Network Inc., 5444 Westheimer #1000, Houston, TX 77056.

## JURISDICTION AND VENUE

4. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. Venue is proper in this district under 28 U.S.C. §§ 1391(c), generally, and under 1400(b), specifically. On information and belief, 7-Eleven maintains at least one regular and

established place of business in this Judicial District and has committed acts of patent infringement in this Judicial District by using, selling and/or offering for sale infringing instrumentalities to customers in this Judicial District.

6. 7-Eleven is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to their presence and substantial business in this forum, including: (i) maintaining a physical presence in this forum; (ii) committing at least a portion of the infringements in this forum; and (iii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Texas and in this Judicial District.

## FACTUAL BACKGROUND OF THE PATENTED TECHNOLOGY

7. Federico Fraccaroli is an American technologist, inventor, author, and entrepreneur. Mr. Fraccaroli has been recognized for his innovations and contributions to the body of technical knowledge. This recognition includes, but is not limited to, the publication of Mr. Fraccaroli's technical articles in prestigious international technical journals, as well as well-attended public events featuring Mr. Fraccaroli as a speaker. Recently, one of Mr. Fraccaroli's innovative projects was named as a finalist for the Innovation Award at SXSW® 2018, one of the most prominent events in the U.S showcasing emerging technologies.

8. Mr. Fraccaroli's recent technical publications include:

- *Wearable Electronics Directional Augmented Reality*, University Booth, Proc. of IEEE Design, Automation and Test in Europe, Lausanne (CH), Mar. 28-30, 2017;
- *Demo Abstract: Low-Complexity Eyewear System for Direction-based Augmented Reality Applications*. Proc. of ACM Conf. on Embedded Network Sensor Systems (SenSys), Delft (NL), Nov. 5-8, 2017; and
- *A System C-based Simulator for Design Space Exploration of Smart Wireless Systems*, Dresden (DE), Proc. of IEEE Design, Automation and Test in Europe, Mar. 19-23, 2018.

9. Mr. Fraccaroli is the named inventor of a variety of patents on novel and innovative inventions across a variety of technological fields, including telecommunications, location-based services, augmented reality, and embedded systems. His inventive activity spans

more than twenty years. Some of Mr. Fraccaroli's inventions from the nineties have proven essential to certain location-based services.

10. Mr. Fraccaroli's patent portfolio includes, in relevant part:

- United States Patent No. 9,286,610, issued March 15, 2016, entitled "Method and Apparatus for a Principal / Agent Based Mobile Commerce" (the "'610 Patent");
- United States Patent No. 9,439,035, issued September 6th, 2016, entitled "Method, System and Apparatus for Managing Attributes and Functionalities of Areas Exhibiting Density of Users" (the "'035 Patent"); and
- United States Patent No. 9,894,476, issued February 13, 2018, entitled "Method, System and Apparatus for Location-Based Machine-Assisted Interactions" (the "'476 Patent").

11. The '610 Patent, '035 Patent and '476 Patent (hereinafter, collectively, the "Intelligent Agency Patents") are valid and enforceable in all respects, and are attached as exhibits A, B and C to this Complaint.

12. The disclosure and claims of the '610 Patent are directed to a variety of methods, systems, and tools for optimizing the works of a mobile commerce hardware platform based, at least in part, on an agent's proximity to certain users and locations, as well as permanence within predefined areas. .

13. Specifically, exemplary Claim 1 of the '610 Patent is directed to a machine implemented method for facilitating a prospective business transaction involving a principal, an agent, and a user. The claimed method comprises, in part: at least partially causing the generation of indicia that a first mobile equipment associated with a user digital identifier, and a second mobile equipment, that is associated with an agent digital identifier, meet a location based criterion, as determined by using at least one microprocessor.

14. Generation of location-related indicia under Claim 1 of the '610 Patent is regulated by a number of factors, including at least: an agent-user matching algorithm using predefined data selected from the group consisting of data indicating a proclivity of the user toward predetermined business transactions, data related to terms of said prospective business transaction, wherein the terms are controlled by the principal, data related to parameters associated to the prospective business transaction, wherein the parameters are controlled by the

principal, data related to a brand that is associated with the agent, data related to preferences associated with the user, wherein the preferences are controlled by the user, data related to user generated keywords indicating an explicit interest toward a predefined product, data related to user generated keywords indicating an explicit interest toward a predefined service, data related to patterns associated with the user, data related to attributes associated with the user, data related to locations associated with the prospective business transaction, wherein the locations are controlled by the principal, and combinations thereof.

15. Finally, the method set forth in Claim 1 of the '610 Patent involves generation of a principal-controlled participation condition associated with the agent digital identifier wherein the principal-controlled participation condition selectably enables the second mobile equipment, associated with the agent digital identifier, to participate to the machine implemented method in an optimized fashion.

16. The disclosure and claims of the '035 Patent are directed to a variety of methods, systems, and tools relating to analytics pertaining to the permanence of users within and/or around a session area. The disclosure of 035 Patent teaches, e.g., how to optimize the works of a mobile commerce hardware platform based, at least in part, on an agent's proximity to certain users and locations, as well as permanence of customers within predefined areas or at certain locations.

17. According to exemplary Claim 8 of the '035 Patent, the claimed invention is a computer system having a set of instructions stored in at least one non-transitory computer-readable medium for controlling at least one digital computer in performing desired functions comprising a set of instructions formed into each of a plurality of modules.

18. Each of the modules comprises a set of processes. The processes include a process for at least partially facilitating compiling by a computer apparatus a set of attributes related to a first user who belongs to a predetermined group and is determined to be positioned in proximity to other users who also belong to the predetermined group, whereby a set density of members of the predetermined group is achieved.

19. The set of processes also includes at least a process for facilitating the providing of indicia, subject to the first user's settings, of at least one subset of the set of attributes related to the first user to at least a second user. The second user is selected from the group consisting

of: a user who contributes to achieving set density of members of the predetermined group, a user who does not contribute to achieving set density of members of the predetermined group. A subset of a set of attributes pertaining to users comprises a real-time presence attribute associated with a session area.

20. The disclosure and claims of the ‘476 Patent are directed to a variety of methods, systems, and tools for at least partially enabling a set of functionalities and attributes associated to an area for facilitating business transactions, networking activities, or social interactions of users who are within, proximate, or associated, at least provisionally, with the area. The disclosure of '476 Patent teaches, e.g., how to optimize the works of a location based mobile commerce hardware platform based, at least in part, on a timed signaling. According to exemplary

21. According to Claim 1 of the ‘476 Patent, the claimed invention is a method comprising facilitating discovery of indicia of a session area via a location aware mobile application.

22. The session area has specific attributes. It is anchored to at least one reference point, exhibits at least one first set of spatial boundaries associated with the at least one reference point, and is associated with at least one time-related parameter defining at least one functionality connected with said session area.

23. The discovery of indicia of the session area is facilitated, at least in part, based on an assessment of a distance data from the at least one reference point.

24. The claimed method further comprises the steps of facilitating association with the session area of at least one user among a first plurality of users based, at least in part, on a distance parameter from the at least one reference point, and facilitating selectively enabling the activation of a second plurality of users by an authority, wherein said activation facilitates the association of said second plurality of users with said first plurality of users.

25. At least one interactive networking functionality for the at least one user equipment apparatus among the first plurality of users is enabled. The at least one user equipment apparatus among the first plurality of users selectively receives indicia of at least one user equipment apparatus among the second plurality of users' equipment apparatuses.

26. The method further comprises facilitating determining which user among the second plurality of users has the strongest connection with the reference point based, at least in part, on that user's location, and facilitating activating a timer functionality associated with the one user equipment apparatus among the second plurality of users' equipment apparatuses such that if a signaling data is not received by a hardware apparatus server from the one user's equipment apparatus among the second plurality of users' equipment apparatuses that a task has been completed within the expiration of the timer, an association with the at least one users' equipment apparatuses among the first plurality of users' equipment apparatuses is inhibited, at least temporarily, and thus the quality of interactions between the first plurality of users' equipment apparatuses and the second plurality of users' equipment apparatuses is regulated.

27. Finally, the method comprises facilitating providing guidance indicia to the one user among the second plurality of users' equipment apparatuses.

## SUMMARY OF 7-ELEVEN'S INFRINGING INSTRUMENTALITIES

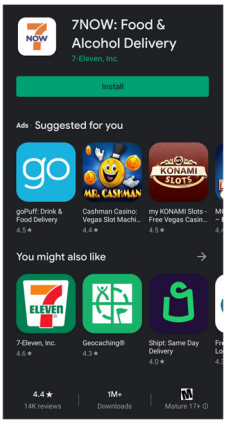
28. On information and belief, Defendant 7-Eleven, Inc. is the largest chain in the convenience-retailing industry, operating, franchising and/or licensing more than 68,000 stores in 17 countries, including 11,800 in North America.

29. 7-Eleven operates a service-delivery business under the brand name "7NOW," using a variety of instrumentalities including a website at http://delivery.7-eleven.com, a networking method, a networking system, downloadable mobile applications (including the "7NOW Mobile App" and "7-Eleven Mobile App," collectively, the "7-Eleven Apps") and a network of devices having the 7-Eleven Apps installed thereon, all interacting with a computer network operated by 7-Eleven (the "7-Eleven Network," and collectively, the "7-Eleven Infringing Instrumentalities"). The 7NOW Mobile App and 7-Eleven Mobile App are available from the Apple App Store and Google Play.

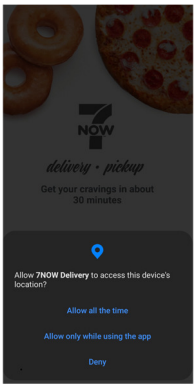
30. According to promotional materials published by 7-Eleven, the company introduced mobile application-based delivery in late 2017, when it began testing the service at select stores in Dallas. According to 7-Eleven, 7NOW is available in 27 major metropolitan

areas, including the Dallas-Fort Worth area, including more than 200 cities and serving more than 23 million households.

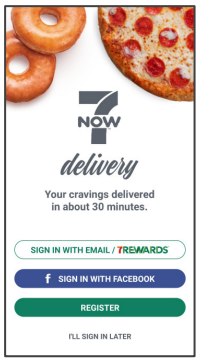
31. 7-Eleven offers its 7NOW Mobile App to customers via at least the Google Play Store:

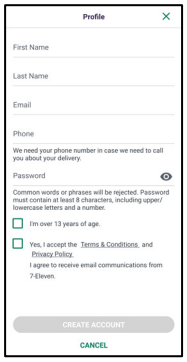



32. After the 7NOW Mobile App is downloaded and opened on the Customer's Mobile Device, such as an Android or Apple smartphone, the 7NOW Mobile App requests permission from the Customer to access the device location functionality of the Customer's Mobile Device, thus making the Customer Mobile Device location aware:

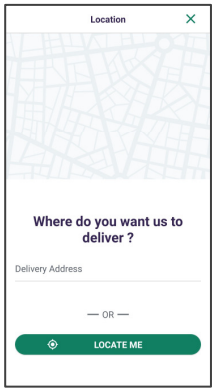


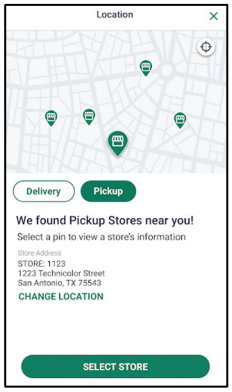

33. A 7-Eleven Customer can then sign in to the 7NOW delivery service via the 7NOW Mobile App running on the Customer's Mobile Device. The Customer can sign in using an email address or Facebook account. Included below are screen shots of the 7NOW Mobile App sign-in screen:



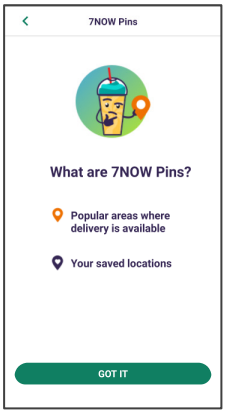




34. A 7-Eleven Customer using the 7-Eleven Mobile App then identifies a delivery location to which the ordered products are to be delivered. The location can be identified by providing a street address or enabling the 7-Eleven Mobile App to locate the Customer's Mobile Device using the device location functionality enabled above. Included below are screen shots of the 7-Eleven Mobile App locating the Customer's delivery location:

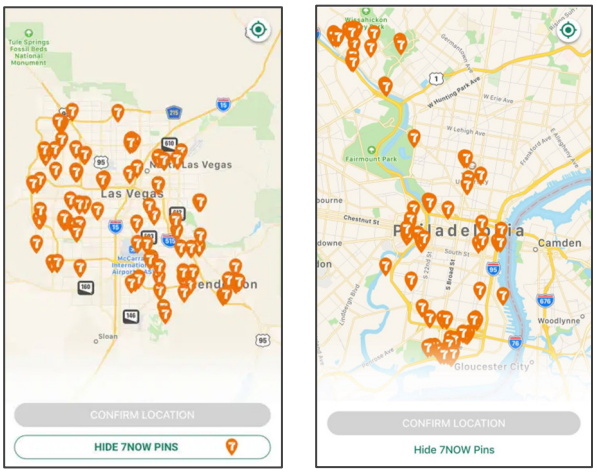


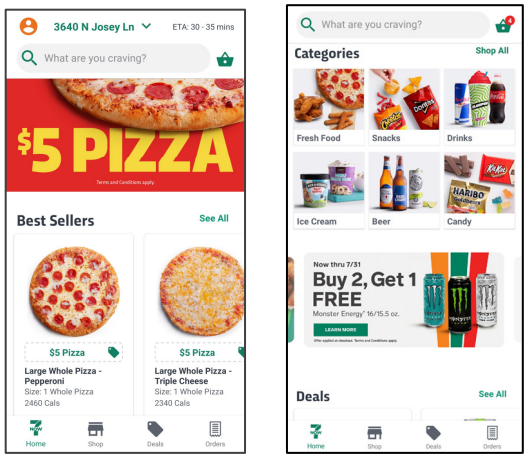

35. The 7NOW Mobile App operates in connection with a set of geographically-fixed locations known as "7NOW Pins." Using the 7NOW Pins, a 7-Eleven Customer may order the 7NOW delivery service to parks, beaches, sports fields, entertainment venues and other public locations that may not have traditional addresses. According to promotional materials published by 7-Eleven, the technology behind 7NOW Pins is considered "proprietary technology" of 7-Eleven. Included below is a screen shot of the 7NOW Mobile App providing instructions regarding the 7NOW pins:




36. The 7NOW Mobile App shows 7NOW Pins within the same geographic area as the Customer via the interactive map of the 7NOW Mobile App. Included below is a screen shot of the map within the 7NOW Mobile App, showing the Customer's location and 7NOW Pins in the same geographic area:



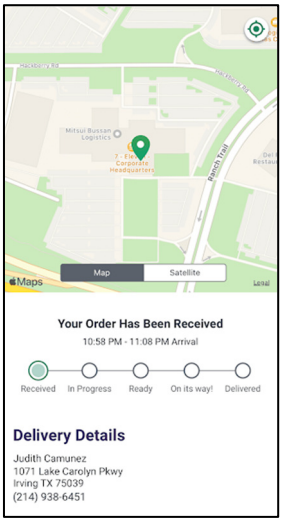

37. Each 7NOW Pin identified within the 7NOW Mobile App corresponds to a public place or other location where a customer can receive the delivery. The 7NOW Mobile App then presents the 7-Eleven Customer with an array of available products.



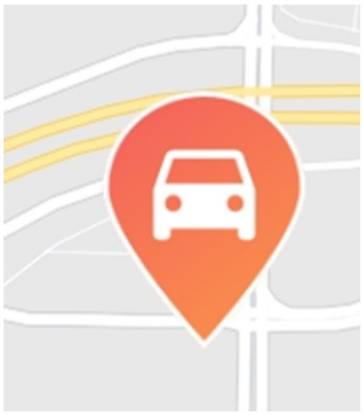

38. After the Customer's order is placed via the 7NOW Mobile App, the 7-Eleven Delivery System will enable the identification of a Delivery Agent operating in the same geographic area as the 7-Eleven Customer and a 7-Eleven location in the local vicinity.

39. 7-Eleven will then notify the selected Delivery Agent of the Customer's transaction, and will direct the selected Delivery Agent to pick up the order from the selected 7-Eleven location in the local vicinity and deliver it to the selected 7NOW Pin location or other specified address associated with the 7-Eleven Customer.

40. At each stage of the delivery process, the 7NOW Mobile App provides updates to the 7-Eleven Customer as to the status of the requested delivery. Specifically, the 7NOW Mobile App provides visual indicia to the 7-Eleven Customer reflecting when the Customer's order is first received, when the Customer's order begins processing, when the Customer's order is ready for pickup, when the Customer's order is on its way and when the order has been delivered to the 7-Eleven Customer:




41. The 7NOW Mobile App also provides the 7-Eleven Customer with a real-time updated location of the Delivery Agent handling the requested delivery:



**COUNT I**

**INFRINGEMENT OF U.S. PATENT NO. 9,286,610**

42. Plaintiff is the owner by assignment of the Intelligent Agency Patents, including all rights to recover for past, present and future acts of infringement.

43. On information and belief, the 7-Eleven Infringing Instrumentalities incorporate a machine implemented method for facilitating a prospective business transaction involving a principal, an agent, and a user.

44. Specifically, the 7NOW Mobile App and other instrumentalities under the control and direction of 7-Eleven incorporate a machine-implemented method for facilitating a prospective delivery transaction involving 7-Eleven, a Delivery Agent acting under the control and direction of 7-Eleven or engaged in a joint enterprise with 7-Eleven and a 7-Eleven Customer.

45. The method comprises, in part: at least partially causing the generation of indicia that a first mobile equipment associated with a user digital identifier, and a second mobile equipment, that is associated with an agent digital identifier, meet a location based criterion, as determined by using at least one microprocessor.

46. Specifically, the 7NOW Mobile App and other instrumentalities under the control and direction of 7-Eleven cause the generation of various visual indicia reflecting that the 7-Eleven Customer's Mobile Device, associated with the account details for the 7-Eleven Customer, and a Delivery Agent's Mobile Device, associated with account details for the Delivery Agent, meet one or more location-based criteria.

47. On information and belief, the determination as to whether the mobile devices meet the location based criteria is made by at least one microprocessor.

48. On information and belief, generation of location-related indicia within the 7-Eleven Infringing Instrumentalities is regulated by a number of factors, including at least: an agent-user matching algorithm using predefined data.

49. Specifically, on information and belief, 7-Eleven and/or agents acting under the direction and/or control of 7-Eleven and/or engaged in a joint enterprise with 7-Eleven, employ one or more Delivery Agent-to-Customer matching algorithms to identify Delivery Agents to

handle delivery transactions for 7-Eleven Customers. The specific internal details of the algorithms employed in this respect are not publicly-available.

50. On information and belief, the method performed by the 7-Eleven Infringing Instrumentalities involves generation of a principal-controlled participation condition associated with the agent digital identifier wherein the principal-controlled participation condition selectably enables the second mobile equipment, associated with the agent digital identifier, to participate to the machine implemented method.

51. Specifically, on information and belief, the method performed by the 7-Eleven Infringing Instrumentalities for managing delivery transactions to 7-Eleven Customers involves generation of one or more participation conditions associated with a digital identifier associated with a Delivery Agent, wherein the one or more participation conditions selectably enable a mobile device associated with the digital identifier associated with the Delivery Agent to participate in the machine implemented method for managing delivery transactions to 7-Eleven Customers. Participation conditions promote quality of service and reduce system bottlenecks.

52. On information and belief, at least certain participation conditions are controlled by 7-Eleven and/or agents acting under the direction and/or control of 7-Eleven and/or engaged in a joint enterprise with 7-Eleven.

53. 7-Eleven has, either directly or through intermediaries including agents, distributors, partners, contractors, employees, divisions, branches, subsidiaries, or parents, used, operated, provided, supplied, distributed, offered for sale, sold, and/or provided access to the 7-Eleven Infringing Instrumentalities.

54. The 7-Eleven Infringing Instrumentalities infringe one or more claims of the ‘610 Patent, including at least Claim 1 of the ‘610 Patent

55. 7-Eleven’s use, operation, provision, supply, distribution, offer for sale, sale and/or provision of access to the 7-Eleven Infringing Instrumentalities covered by the ‘610 Patent has been conducted without a license, authority or permission of Intelligent Agency.

56. 7-Eleven’s unauthorized and unlicensed use, operation, import, provision, supply, distribution, offer for sale, sale and/or provision of access to the 7-Eleven Infringing

Instrumentalities, and methods and apparatuses covered by the '610 Patent, constitutes patent infringement under at least 35 U.S.C. § 271(a).

**COUNT II**

**INFRINGEMENT OF U.S. PATENT NO. 9,439,035**

57. The allegations of the foregoing paragraphs are incorporated herein by reference.

58. On information and belief, 7-Eleven, and/or agents acting under the direction and control of 7-Eleven and/or engaged in a joint enterprise with 7-Eleven, operate a computer system having a set of instructions stored in at least one non-transitory computer-readable medium for controlling at least one digital computer in performing desired functions comprising a set of instructions formed into each of a plurality of modules. On information and belief, each of the modules comprises a set of processes.

59. On information and belief, he processes performed by the computer system include a process for at least partially facilitating compiling by a computer apparatus a set of attributes related to a first user who belongs to a predetermined group and is determined to be positioned in proximity to other users who also belong to the predetermined group, whereby a set density of members of the predetermined group is achieved.

Specifically, on information and belief, 7-Eleven, or agents acting under the control and direction of 7-Eleven and/or engaged in a joint enterprise with 7-Eleven, control, at least in part, conditions, functionalities, and data that are associated to 7-Eleven Customers' Mobile Devices. A computer system that is controlled by 7-Eleven or agents of 7-Eleven collects data that are associated to 7-Eleven Customers' Mobile Devices to determine a level of presence and activity of 7-Eleven Customer Mobile Devices within a 7-Eleven service area.

60. On information and belief, the set of processes also includes at least a process for facilitating the providing of indicia, subject to the first user's settings, of at least one subset of the set of attributes related to the first user to at least a second user. The second user is selected from the group consisting of: a user who contributes to achieving set density of members of the predetermined group, a user who does not contribute to achieving set density of members of the predetermined group. The subset of the set of attributes comprises a real-time presence attribute associated with a session area.

61. Specifically, on information and belief, 7-Eleven or agents acting under the control and direction of 7-Eleven and/or engaged in a joint enterprise with 7-Eleven control, at least in part, conditions, functionalities, and data that enable information relating to the level of presence and activity of 7-Eleven Customers' Mobile Devices within a 7-Eleven service area to be communicated to mobile devices associated with 7-Eleven Delivery Agents and presented as visual indicia on such devices. The 7-Eleven Apps and 7-Eleven Network infringe one or more claims of the '035 Patent, including at least Claim 8 of the '035 Patent

62. 7-Eleven's use, operation, provision, supply, distribution, offer for sale, sale and/or provision of access to the 7-Eleven Infringing Instrumentalities covered by the '035 Patent has been conducted without a license, authority or permission of Intelligent Agency.

63. 7-Eleven's unauthorized and unlicensed use, operation, import, provision, supply, distribution, offer for sale, sale and/or provision of access to the 7-Eleven Infringing Instrumentalities, and methods and apparatuses covered by the '035 Patent, constitutes patent infringement under at least 35 U.S.C. § 271(a).

## COUNT III

## INFRINGEMENT OF U.S. PATENT NO. 9,894,476

64. The allegations of the foregoing paragraphs are incorporated herein by reference.

65. On information and belief, 7-Eleven and/or agents acting under the direction and control of 7-Eleven and/or engaged in a joint enterprise with 7-Eleven perform methods comprising facilitating discovery of indicia of a session area via a location aware mobile application.

66. Specifically, on information and belief, 7-Eleven and/or agents acting under the direction and control of 7-Eleven and/or engaged in a joint enterprise with 7-Eleven perform methods comprising facilitating discovery of visual indicia relating to a geographic delivery area around a 7-Eleven location or 7NOW Pin via the 7NOW Mobile Application, which is a location aware mobile application.

67. On information and belief, a 7-Eleven delivery area has specific attributes. It is anchored to at least one reference point, exhibits at least one first set of spatial boundaries

associated with the at least one reference point, and is associated with at least one time-related parameter defining at least one functionality connected with said session area.

68. Specifically, on information and belief, a geographic delivery area around a 7-Eleven location or 7NOW Pin is anchored to at least one reference point, including the 7NOW Pin or 7-Eleven location, and exhibits at least one first set of spatial boundaries, such as the outer boundary or limit of the delivery area associated with the geographic reference point(s).

69. On information and belief, a geographic delivery area around a 7-Eleven location or 7NOW Pin is associated with multiple time-related parameters, including estimated delivery times, defining functionalities, such as the availability of deliveries, connected with the delivery area.

70. On information and belief, the discovery of visual indicia of delivery areas associated with 7-Eleven locations and 7NOW pins is facilitated, at least in part, based on assessment of distance data from the 7-Eleven locations and 7NOW Pins.

71. On information and belief, the method performed by 7-Eleven further comprises the steps of facilitating association with the session area of at least one user among a first plurality of users based, at least in part, on a distance parameter from the at least one reference point, and facilitating selectively enabling the activation of a second plurality of users by an authority, wherein said activation facilitates the association of said second plurality of users with said first plurality of users.

72. Specifically, on information and belief, the method performed by 7-Eleven facilitates association of the delivery area for a 7-Eleven Location or 7NOW Pin with at least one 7-Eleven Customer based, at least in part, on a distance parameter related to the 7-Eleven Location or 7NOW Pin.

73. The activation of 7-Eleven Delivery Agents is enabled by 7-Eleven or agents acting under the direction and control of 7-Eleven and/or engaged in a joint enterprise with 7-Eleven. The activation of Delivery Agents facilitates the association of Delivery Agents with 7-Eleven Customers.

74. On information and belief, at least one interactive networking functionality for the at least one user among the first plurality of users is enabled. The at least one user among the

first plurality of users selectively receives indicia of at least one user among the second plurality of users.

75. Specifically, on information and belief, 7-Eleven provides at least updates pertaining to data locations or milestones associated with Delivery Agents and facilitates communications between 7-Eleven Customers and Delivery Agents that have been associated with such 7-Eleven Customers.

76. On information and belief, the method further comprises facilitating determining which user among the second plurality of users has the strongest connection with the reference point based, at least in part, on that user's location, and facilitating activating a timer associated with the mobile device of the one user among the second plurality of users such that if a task is not accomplished by the one user among the second plurality of users within the expiration of the timer, an association with the at least one user among the first plurality of users is inhibited, at least temporarily, and thus the quality of interactions between the first plurality of users and the second plurality of users is regulated.

77. Specifically, on information and belief, 7-Eleven and/or agents under the control and/or direction of 7-Eleven and/or engaged in a joint enterprise with 7-Eleven, control, at least in part, conditions, functionalities, and data that are associated with a timer functionality, such that, for example, if a request for service or notification of a potential delivery by the 7-Eleven system is not replied to by the signalling of a mobile device associated with a Delivery Agent within a particular time window, said mobile device is precluded from establishing supporting communications that are associated with potential deliveries.

78. On information and belief, 7-Eleven, and/or agents acting under the control and direction of 7-Eleven and/or engaged in a joint enterprise with 7-Eleven, select mobile devices associated with Delivery Agents which have a strong position rooted connection with 7-Eleven Locations, 7NOW Pins, or delivery areas associated with the reference points, in order to minimize transit time and signaling overhead, while maximizing quality of service.

79. On information and belief one of the parameters used to associate a mobile device associated with a Delivery Agent with a reference point -- and ultimately with a 7-Eleven Customer Mobile Device -- is a distance data relating to the reference point.

80. On information and belief, the method comprises the step of facilitating providing guidance indicia to the one user among the second plurality of users to facilitate a meeting with said at least one user among the first plurality of users.

81. Specifically, on information and belief, 7-Eleven or agents operating under the direction and control of 7-Eleven and/or engaged in a joint enterprise with 7-Eleven provide coordinates, addresses, maps and other navigation data to Delivery Agents.

82. The 7-Eleven Apps and 7-Eleven Network infringe one or more claims of the '476 Patent, including at least Claim 1 of the '476 Patent.

83. 7-Eleven's use, operation, provision, supply, distribution, offer for sale, sale and/or provision of access to the 7-Eleven Infringing Instrumentalities covered by the '476 Patent has been conducted without a license, authority or permission of Intelligent Agency.

84. 7-Eleven's unauthorized and unlicensed use, operation, import, provision, supply, distribution, offer for sale, sale and/or provision of access to the 7-Eleven Infringing Instrumentalities, and methods and apparatuses covered by the '476 Patent, constitutes patent infringement under at least 35 U.S.C. § 271(a).

## DEMAND FOR JURY TRIAL

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by a jury of any issues so triable by right.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff Intelligent Agency respectfully requests that this Court enter:

a. A judgment in favor of Intelligent Agency that 7-Eleven has infringed the '610 Patent;

b. A judgment in favor of Intelligent Agency that 7-Eleven has infringed the '035 Patent;

c. A judgment in favor of Intelligent Agency that 7-Eleven has infringed the '476

Patent;

d. A permanent injunction enjoining 7-Eleven and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement of the Intelligent Agency Patents;

e. A judgment and order requiring 7-Eleven to pay Intelligent Agency its damages, costs, expenses, and pre-judgment and post-judgment interest for 7-Eleven's infringement of the Intelligent Agency Patents as provided under 35 U.S.C. § 284;

f. An award to Intelligent Agency for enhanced damages resulting from the knowing and deliberate nature of 7-Eleven's prohibited conduct with notice being made at least as early as the service date of this complaint, as provided under 35 U.S.C. § 284;

g. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Intelligent Agency its reasonable attorneys' fees; and

h. Any and all other relief to which Intelligent Agency may show itself to be entitled.

Dated: July 20, 2020

Respectfully Submitted,

By: /s/ Kenneth Thomas Emanuelson

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**ATTORNEY FOR PLAINTIFF INTELLIGENT AGENCY, LLC**

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document is being filed electronically via the Court's ECF system on the above date. As such, the foregoing is being served on all counsel of record via ECF.

/s/ Kenneth T. Emanuelson
Kenneth T. Emanuelson