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7 Attorney for Plaintiff  
8 Blizzard Entertainment, Inc.

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11  
12 BLIZZARD ENTERTAINMENT,  
13 INC.,

14 Plaintiff,

15 v.

16 AML IP, LLC,

17 Defendant.  
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Case No. 8:21-cv-00371

**BLIZZARD ENTERTAINMENT,  
INC.’S COMPLAINT FOR  
DECLARATORY JUDGMENT**

**DEMAND FOR JURY TRIAL**

19 Plaintiff Blizzard Entertainment, Inc. (“Blizzard”) seeks a declaration that  
20 Blizzard does not infringe United States Patent No. 6,876,979 (the “’979 Patent”).  
21 Blizzard avers as follows:

22 **THE PARTIES**

23 1. Blizzard is a corporation organized under the laws of the State of  
24 Delaware, with its principal place of business at 1 Blizzard Way, Irvine, California  
25 92618, which is within the Central District of California. Blizzard is, and was at all  
26 times herein mentioned, qualified to do business in California. Blizzard develops  
27 and publishes interactive software products and entertainment content. Blizzard  
28

1 advertises, sells, and delivers content through retail and digital channels, including  
2 its online platform Battle.net, to numerous consumers and entities within the  
3 jurisdiction of this Court.

4 2. On information and belief, Defendant AML IP, LLC (“AML”) is a  
5 Texas limited liability company. On information and belief, AML is engaged in the  
6 business of acquiring and licensing patents and does not otherwise manufacture or  
7 sell any products or services.

### 8 **JURISDICTION AND VENUE**

9 3. Jurisdiction is proper in this court because this litigation arises under  
10 the Patent Laws of the United States of America, 35 U.S.C. § 1 *et seq.* and the  
11 Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202. This Court has subject  
12 matter jurisdiction over the action under 28 U.S.C. § 1331 and § 1338, based on the  
13 existence of an actual controversy between Blizzard, on the one hand, and AML, on  
14 the other hand, for claims under the Patent Laws. In particular, there is an active,  
15 substantial case or controversy between Blizzard and AML having adverse legal  
16 interests regarding whether Blizzard infringes any claims of the ’979 patent which  
17 is of sufficient immediacy and reality to warrant the issuance of a declaratory  
18 judgment. The existence of this controversy is demonstrated by, for example, an  
19 email sent on February 23, 2021 by AML’s attorney to Blizzard’s in-house counsel  
20 attaching a claim chart purportedly comparing the claims of the ’979 Patent to  
21 aspects of Blizzard’s Battle.net website and threatening to file a lawsuit against  
22 Blizzard for infringement of the ’979 patent “in 5 days,” unless Blizzard were to  
23 make a payment of \$79,000 to AML.

24 4. This Court has personal jurisdiction over AML pursuant to the laws of  
25 the State of California, including California’s Long Arm Statute, California Code of  
26 Civil Procedure § 410.10

27 5. This Court has personal jurisdiction over AML because AML has  
28 purposely conducted its licensing activities to companies and individuals in

1 California. AML has purposely conducted its enforcement of the '979 patent  
2 against other companies who, on information and belief, have their principal place  
3 of business in California, including Coinbase Global, Inc. and Kongregate, Inc.  
4 Further, AML has purposely directed its patent enforcement activities against  
5 Blizzard, who is a resident of this District.

6 6. Further, on information and belief, AML is managed by Dynamic IP  
7 Deals, LLC. On information and belief, Dynamic IP Deals, LLC has an office in  
8 San Jose, California.

9 7. Further, on information and belief, AML was assigned the rights to the  
10 '979 patent from Andrew M. Ling, P.C. On information and belief, Andrew M.  
11 Ling is an individual residing in Novato, California.

12 8. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391 and 1400  
13 because a substantial portion of the events giving rise to this action, including  
14 substantial portions of the development of the accused Blizzard product, took place  
15 here.

16 **NATURE OF THE SUIT**

17 9. An actual case or controversy has arisen between the parties. AML has  
18 asserted that Blizzard's Battle.net platform infringes Claim 1 of the '979 Patent,  
19 threatening imminent litigation against Blizzard. The '979 Patent is entitled  
20 "Electronic Commerce Bridge System." A copy of the '979 Patent is attached  
21 hereto as Exhibit A. The '979 Patent states on its face that it was issued to Marvin  
22 T. Ling. The application that issued as the '979 Patent was filed on August 12,  
23 2002, and the United States Patent and Trademark Office issued the '979 Patent on  
24 April 5, 2005. On information and belief, AML is the owner of the '979 Patent.

25 10. On January 15, 2021, AML filed a complaint against Blizzard in the  
26 Western District of Texas for Blizzard's alleged infringement of United States  
27 Patent No. 7,177,838 (the "'838 Patent"), a patent different from the patent-in-suit.  
28 *AML IP, LLC v. Blizzard Entertainment, Inc.*, Case No. 6:21-cv-00038. On

1 February 12, 2021, the parties jointly stipulated to dismiss the AML’s Western  
 2 District of Texas action with prejudice after Blizzard notified AML that it was  
 3 already licensed under the ’838 Patent.

4 11. On February 23, 2021, less than two weeks after stipulating to dismiss  
 5 the Western District of Texas action, AML’s attorney William Ramey emailed to  
 6 Blizzard a claim chart purportedly comparing the claims of the ’979 Patent (the  
 7 patent-in-suit) against aspects of Blizzard’s Battle.net website. In the email, Mr.  
 8 Ramey states, in part: “I have attached a claim chart for the ’979 patent against  
 9 Blizzard. We intend to file a lawsuit in 5 days. However, we will settle this matter  
 10 for \$79,000 prior to our filing suit.” A copy of Mr. Ramey’s February 23, 2021  
 11 email is attached hereto as Exhibit B.

12 **CLAIM FOR RELIEF**

13 **(Declaratory Judgment of Non-infringement of U.S. Patent No. 6,876,979)**

14 12. Blizzard repeats and realleges each and every allegation contained in  
 15 the above paragraphs as if fully set forth herein.

16 13. AML has alleged and continues to allege that Blizzard infringes the  
 17 ’979 Patent. Claim 1 of the ’979 Patent is the patent’s only independent claim and  
 18 recites:

Limitation	Claim Language
[P]	A method for using an electronic commerce system having a bridge computer to allow a user at a user device to make a product purchase at a purchase price from a given vendor having a web site provided by a vendor computer over a communications network, wherein the vendor is associated with at least one of a plurality of service providers wherein each of the plurality of service providers has a service provider computer, and wherein the user has a user account maintained by at least one of the plurality of service

1		providers, the method comprising:
2	[a]	debiting the user's account by the purchase price when the user
3		purchases the product from the given vendor;
4	[c]	determining from among the plurality of service providers, using
5		the bridge computer, whether the given vendor is associated with
6		the same service provider with which the user's account is
7		maintained or is associated with a different service provider; and
8	[d]	if the service provider with which the user's account is maintained
9		is the same as the service provider with which the vendor is
10		associated, crediting the given vendor by the purchase price using
11		funds from the user's account at that same service provider and, if
12		the service provider with which the user's account is maintained is
13		different from the service provider with which the vendor is
14		associated, crediting the given vendor by the purchase price using
15		funds from the service provider with which the vendor is
16		associated and using the bridge computer to reimburse that service
17		provider with the purchase price using funds from the user's
18		account.

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14. Blizzard has not infringed and does not infringe any claim of the '979 Patent, directly or indirectly, literally or under the doctrine of equivalents, at least because the accused Blizzard product does not perform the step of "crediting the given vendor by the purchase price using funds from the service provider with which the vendor is associated and using the bridge computer to reimburse that service provider with the purchase price using funds from the user's account," as required by every claim of the '979 Patent.

15. An actual, present, and justiciable controversy exists between Blizzard and AML concerning whether Blizzard's Battle.net platform infringes the '979

1 Patent. A judicial declaration is necessary to determine the parties' respective rights  
2 regarding the '979 Patent.

3 16. Blizzard seeks a judgment that Blizzard's Battle.net platform has not  
4 and does not infringe the '979 Patent.

5 **PRAYER FOR RELIEF**

6 Blizzard respectfully requests that the Court:

- 7 A. Enter judgment of non-infringement of the '979 patent by Blizzard;  
8 B. Declare that this case is exceptional under 35 U.S.C. § 285 and award  
9 Blizzard its attorneys' fees, costs, and expenses incurred in this action;  
10 C. Award Blizzard any and all other relief to which Blizzard may show  
11 itself to be entitled; and  
12 D. Award Blizzard any other relief as the Court may deem just, equitable,  
13 and proper.

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DATED: February 25, 2021

MCKOOL SMITH HENNIGAN P.C.

By           /s/ Alan P. Block            
Alan P. Block

Attorney for Plaintiff  
Blizzard Entertainment, Inc.

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**JURY DEMAND**

Blizzard hereby demands a jury trial on all issues and claims so triable.

DATED: February 25, 2021

MCKOOL SMITH HENNIGAN P.C.

By           /s/ Alan P. Block            
Alan P. Block

Attorney for Plaintiff  
Blizzard Entertainment, Inc.