

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ROKU, INC.,)
)
Plaintiff,)
) C.A. No. _____
v.)
)
ALMONDNET, INC. and) **JURY DEMAND**
INTENT IQ, LLC,)
)
Defendants.)

ROKU, INC.’S COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff Roku, Inc. (“Roku”), by and through its undersigned counsel, files this Complaint for a declaratory judgment against Defendants AlmondNet, Inc. (“AlmondNet”) and Intent IQ, LLC (“Intent IQ”), and alleges as follows:

NATURE OF ACTION

1. This is an action for a declaratory judgment that Roku does not infringe any valid and enforceable claim of United States Patent Nos. 8,677,398 (“the ’398 Patent”), 10,715,878 (“the ’878 Patent”), 7,822,639 (“the ’639 Patent”), 8,244,586 (“the ’586 Patent”), 10,026,100 (“the ’100 Patent”), 10,628,857 (“the ’857 Patent”), 8,566,164 (“the ’164 Patent”), 8,595,069 (“the ’069 Patent”), or 10,321,198 (“the ’198 Patent”) (collectively, “the Patents-in-Suit”).

2. Roku seeks this relief because AlmondNet, on behalf of itself and Intent IQ, has alleged to Roku that Roku, by way of at least its “OneView Ad Platform,” infringes the Patents-in-Suit. AlmondNet’s allegations have placed a cloud over Roku and its OneView Ad Platform. Roku believes AlmondNet’s allegations lack merit and thus asks this Court to declare the legal rights of Roku so that Roku is afforded relief from the uncertainty and delay regarding its rights caused by AlmondNet’s allegations against Roku.

THE PARTIES

3. Roku is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 1155 Coleman Ave., San Jose, California 95110.

4. AlmondNet is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 37-18 Northern Boulevard, Suite 404, Long Island City, New York 11101.

5. AlmondNet may be served via its registered agent, National Registered Agents, Inc., 1209 Orange Street, Wilmington, Delaware 19801.

6. On information and belief, Roy Shkedi is AlmondNet's Founder and Chief Executive Officer and Ronen Shlomo is AlmondNet's Vice President of Product Management.

7. Intent IQ, LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 37-18 Northern Boulevard, Suite 404, Long Island City, New York 11101.

8. Intent IQ may be served via its registered agent, National Registered Agents, Inc., 1209 Orange Street, Wilmington, Delaware 19801.

9. On information and belief, Roy Shkedi is Intent IQ's Chairman.

10. On information and belief, Intent IQ is a majority-owned subsidiary of AlmondNet.

JURISDICTION AND VENUE

11. The allegations of paragraphs 1–10 are incorporated by reference as if fully set forth herein.

12. This action arises under the patent laws of the United States, Title 35 of the United States Code (35 U.S.C. § 1 et. seq.) and under the Federal Declaratory Judgment Act (28 U.S.C. §§ 2201 and 2202).

13. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 (federal question) and 1338(a) (action arising under an Act of Congress relating to patents).

14. This Court has personal jurisdiction over AlmondNet because of its incorporation in Delaware so as to make personal jurisdiction proper in this Court.

15. AlmondNet also conducts or solicits business within this District at least through its website at www.almondnet.com.

16. This Court has personal jurisdiction over Intent IQ because of its incorporation in Delaware so as to make personal jurisdiction proper in this Court.

17. Intent IQ also conducts or solicits business within this District at least through the website at www.intentiq.com.

18. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b), 1391(c), and 1400(b).

THE PATENTS-IN-SUIT

19. The allegations of paragraphs 1–18 are incorporated by reference as if fully set forth herein.

20. A true and correct copy of the '398 Patent is attached hereto as Exhibit A. The '398 Patent lists Roy Shkedi as inventor, is entitled "Systems and Methods for Taking Action with respect to One Network-Connected Device based on Activity on Another Device Connected to the Same Network," and issued on March 18, 2014. The application for the '398 Patent was filed on June 23, 2011.

21. On information and belief, the '398 Patent is assigned to Intent IQ, LLC.

22. A true and correct copy of the '878 Patent is attached hereto as Exhibit B. The '878 Patent lists Roy Shkedi as the inventor, is entitled "Targeted Television Advertisements Based on

Online Behavior,” and issued on July 14, 2020. The application for the ’878 Patent was filed on December 20, 2018.

23. On information and belief, the ’878 Patent is assigned to Intent IQ, LLC.

24. A true and correct copy of the ’639 Patent is attached hereto as Exhibit C. The ’639 Patent lists Roy Shkedi as inventor, is entitled “Added-Revenue Off-Site Targeted Internet Advertising,” and issued on October 26, 2010. The application for the ’639 Patent was filed on November 24, 2004.

25. On information and belief, the ’639 Patent is assigned to AlmondNet, Inc.

26. A true and correct copy of the ’586 Patent is attached hereto as Exhibit D. The ’586 Patent lists Roy Shkedi as inventor, is entitled “Computerized Systems for Added-Revenue Off-Site Targeted Internet Advertising,” and issued on August 14, 2012. The application for the ’586 Patent was filed on February 8, 2012.

27. On information and belief, the ’586 Patent is assigned to AlmondNet, Inc.

28. A true and correct copy of the ’100 Patent is attached hereto as Exhibit E. The ’100 Patent lists Roy Shkedi as inventor, is entitled “Methods and Apparatus for Facilitated Off-Site Targeted Internet Advertising,” and issued on July 17, 2018. The application for the ’100 Patent was filed on November 26, 2013.

29. On information and belief, the ’100 Patent is assigned to AlmondNet, Inc.

30. A true and correct copy of the ’857 Patent is attached hereto as Exhibit F. The ’857 Patent lists Roy Shkedi as inventor, is entitled “Methods and Apparatus for Facilitated Off-Site Targeted Advertising,” and issued on April 21, 2020. The application for the ’857 Patent was filed on July 11, 2018.

31. On information and belief, the ’857 Patent is assigned to AlmondNet, Inc.

32. A true and correct copy of the '164 Patent is attached hereto as Exhibit G. The '164 Patent lists Roy Shkedi and Ronen Shlomo as inventors, is entitled "Targeted Online Advertisements Based on Viewing or Interacting with Television Advertisements," and issued on October 22, 2013. The application for the '164 Patent was filed on December 31, 2007.

33. On information and belief, the '164 Patent is assigned to Intent IQ, LLC.

34. A true and correct copy of the '069 Patent is attached hereto as Exhibit H. The '069 Patent lists Roy Shkedi and Ronen Shlomo as inventors, is entitled "Systems and Methods for Dealing with Online Activity Based on Delivery of a Television Advertisement," and issued on November 26, 2013. The application for the '069 Patent was filed on December 30, 2010.

35. On information and belief, the '069 Patent is assigned to Intent IQ, LLC.

36. A true and correct copy of the '198 Patent is attached hereto as Exhibit I. The '198 Patent lists Roy Shkedi and Ronen Shlomo as inventors, is entitled "Systems and Methods for Dealing with Online Activity Based on Delivery of a Television Advertisement," and issued on June 11, 2019. The application for the '198 Patent was filed on November 25, 2013.

37. On information and belief, the '198 Patent is assigned to Intent IQ, LLC.

PRESENCE OF AN ACTUAL CONTROVERSY AND APPREHENSION OF SUIT

38. The allegations of paragraphs 1–37 are incorporated by reference as if fully set forth herein.

39. In August 2020, AlmondNet and Intent IQ, through counsel, sent correspondence to Roku entitled "AlmondNet Group - Roku Infringement," alleging patent infringement by Roku of the Patents-in-Suit.

40. AlmondNet and Intent IQ have specifically alleged that Roku's OneView Ad Platform technology infringes the Patents-in-Suit as follows:

- the '398 Patent: claims 13–17 and 19–26;
- the '878 Patent: claims 1–23;
- the '639 Patent: claims 1–8, 10, 13–14, 24, 27–29, 21–32, 36–37, 43–45, and 47;
- the '586 Patent: claims 1–4, 11–13, 16–17, and 20–22;
- the '100 Patent: claims 1–3, 5, 7, 9–11, 13–17, 19, 21, 23–25, 27–31, 33, 35, 37–39, and 41–42;
- the '857 Patent: claims 1–3, 5, 7–9, and 11;
- the '164 Patent: claims 1–3 and 6–14;
- the '069 Patent: claims 1, 3–5, and 8–17; and
- the '198 Patent: claims 1, 3–5, and 8–17.

41. AlmondNet and Intent IQ have shown a propensity to enforce their patent rights through litigation, including by filing prior suits against Microsoft Corporation (Case No. 3:10-cv-00298 (W.D. Wis. June 2, 2010)), Yahoo! Inc. (Case No. 16-cv-1557 (E.D.N.Y. March 30, 2016)), and Oath Holdings Inc. (Case No. 1:18-cv-00943 (D. Del. June 26, 2018); Case No. 1:19-cv-00247 (D. Del. Feb. 6, 2019)). Those prior lawsuits contained infringement allegations as to at least the '398, '639, '586, and '100 Patents.

42. Although AlmondNet and Roku have had discussions in regard to resolving their dispute over the Patents-in-Suit, those discussions have not progressed to a state of likely resolution and Roku no longer expects them to. Accordingly, there is a substantial controversy of sufficient immediacy and reality between Roku and AlmondNet and between Roku and Intent IQ to warrant issuance of a declaratory judgment.

43. By virtue of statements and actions of AlmondNet and Intent IQ as toward Roku, regardless of whether considered in view of AlmondNet and Intent IQ's prior lawsuits on one or

more of the Patents-in-Suit, Roku has a reasonable apprehension that AlmondNet and Intent IQ will file an action against Roku alleging that Roku directly or indirectly infringes the Patents-in-Suit. As Roku believes the infringement allegations as to the Patents-in-Suit lack merit, Roku seeks relief declaring the legal rights of Roku—namely, that Roku does not infringe any valid and enforceable claim of the Patents-in-Suit. Without such declaration, AlmondNet and Intent IQ’s infringement allegations will continue to negatively impact Roku’s business at least with respect to its advertising products and services, including specifically Roku’s OneView Ad Platform products and services. In general, Roku’s advertising business is a significant component of Roku’s overall business, success, and market reputation. Accordingly, there is a substantial controversy of sufficient immediacy and reality between Roku and AlmondNet and between Roku and Intent IQ to warrant issuance of a declaratory judgment.

44. Roku denies that it infringes any valid and enforceable claim of the Patents-in-Suit. Roku now seeks a declaratory judgment that it does not infringe any valid and enforceable claim of the Patents-in-Suit.

COUNT I
DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE ’398 PATENT

45. The allegations of paragraphs 1–44 are incorporated by reference as if fully set forth herein.

46. Roku, through its systems, products, and processes, including as to its OneView Ad Platform, does not infringe any valid and enforceable claim of the ’398 Patent, including but not limited to, claims 13–17 and 19–26 of the ’398 Patent.

47. Roku has not contributed to and is not contributing to infringement by others of any claims of the ’398 Patent, including but not limited to, claims 13–17 and 19–26 of the ’398 Patent.

48. Roku has not induced and is not inducing infringement of any claims of the '398 Patent, including but not limited to, claims 13–17 and 19–26 of the '398 Patent.

49. In one aspect, for example, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not determine whether devices are connected to a common local area network.

50. Therefore, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not meet at least the following limitations of independent claim 13 of the '398 Patent: “wherein the electronic association between the first and second device identifiers is based on connection, before the action, of each of the first and second devices, independently of the other, to a common local area network, wherein the computer system is connected to the local area network through the Internet but is not in the local area network.”

51. An actual controversy exists between Roku and Intent IQ as to whether or not Roku has infringed or is infringing the '398 Patent, has contributed or is contributing to infringement of the '398 Patent, and has induced or is inducing infringement of the '398 Patent.

52. The controversy is such that, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. § 2201 et seq., Roku is entitled to a declaration, in the form of a judgment, that by its products and/or activities Roku has not infringed and is not infringing any valid and enforceable claim of the '398 Patent, has not contributed or is not contributing to infringement of the '398 Patent, and has not induced or is not inducing infringement of the '398 Patent. Such a determination and declaration is necessary and appropriate at this time.

COUNT II
DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '878 PATENT

53. The allegations of paragraphs 1–52 are incorporated by reference as if fully set forth herein.

54. Roku, through its systems, products, and processes, including as to its OneView Ad Platform, does not infringe any valid and enforceable claim of the '878 Patent, including but not limited to claims 1–23 of the '878 Patent.

55. Roku has not contributed to and is not contributing to infringement by others of any claims of the '878 Patent, including but not limited to, claims 1–23 of the '878 Patent.

56. Roku has not induced and is not inducing infringement of any claims of the '878 Patent, including but not limited to, claims 1–23 of the '878 Patent.

57. In one aspect, for example, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not determine whether devices are connected to a common local area network.

58. Therefore, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not meet at least the following limitations of the independent claims of the '878 Patent:

- Claim 1: “wherein determining the association in part (a) is done using the stored association-detection information to determine that the two or more Internet-accessing electronic devices have separately accessed the Internet through a router of the LAN during a predetermined period of time via a common IP address”;
- Claim 13: “wherein the computer system is programmed and connected to perform a method of identifying an association among multiple electronic devices of a group of devices connected through a common local area network (LAN) and using the device for cross-device action”; and
- Claim 22: “(a) with the computer system, determining an association between device identifiers of two or more Internet-accessing electronic devices based on

electronically stored association-detection information about a plurality of Internet-accessing electronic devices, wherein the stored association-detection information for each . . . includes: . . . at least one timestamp specifying a time when the Internet-accessing electronic device accessed the Internet via the router of the LAN; . . . wherein determining the association in part (a) is done by using the stored association-detection information to determine that the two or more Internet-accessing electronic devices have separately accessed the Internet through a router of the LAN during a predetermined period of time via a common IP address.”

59. An actual controversy exists between Roku and Intent IQ as to whether or not Roku has infringed or is infringing the '878 Patent, has contributed or is contributing to infringement of the '878 Patent, and has induced or is inducing infringement of the '878 Patent.

60. The controversy is such that, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. § 2201 et seq., Roku is entitled to a declaration, in the form of a judgment, that by its products and/or activities Roku has not infringed and is not infringing any valid and enforceable claim of the '878 Patent, has not contributed or is not contributing to infringement of the '878 Patent, and has not induced or is not inducing infringement of the '878 Patent. Such a determination and declaration is necessary and appropriate at this time.

COUNT III
DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '639 PATENT

61. The allegations of paragraphs 1–60 are incorporated by reference as if fully set forth herein.

62. Roku, through its systems, products, and processes, including as to its OneView Ad Platform, does not infringe any valid and enforceable claim of the '639 Patent, including but not limited to claims 1–8, 10, 13–14, 24, 27–29, 31–32, 36–37, 39, 43–45, and 47 of the '639 Patent.

63. Roku has not contributed to and is not contributing to infringement by others of any claims of the '639 Patent, including but not limited to, claims 1–8, 10, 13–14, 24, 27–29, 31–32, 36–37, 39, 43–45, and 47 of the '639 Patent.

64. Roku has not induced and is not inducing infringement of any claims of the '639 Patent, including but not limited to, claims 1–8, 10, 13–14, 24, 27–29, 31–32, 36–37, 39, 43–45, and 47 of the '639 Patent.

65. In one aspect, for example, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not cause any revenue from advertising directed to certain users to be paid to the Internet site that such users first visited.

66. Therefore, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not meet at least the following limitations of the independent claims of the '639 Patent:

- Claim 1: “automatically computer-causing the first Internet site to receive revenue from the off-site advertisement being directed to the visitor computers that have visited the first Internet site”; and
- Claim 24: “wherein the proprietor of the first Internet site retains at least part of the difference between the first price and the revenue received by the proprietor of the second Internet site.”

67. An actual controversy exists between Roku and AlmondNet as to whether or not Roku has infringed or is infringing the '639 Patent, has contributed or is contributing to infringement of the '639 Patent, and has induced or is inducing infringement of the '639 Patent.

68. The controversy is such that, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. § 2201 et seq., Roku is entitled to a declaration, in the form of a judgment, that by its products and/or activities Roku has not infringed and is not infringing any valid and enforceable claim of the '639 Patent, has not contributed or is not contributing to infringement of the '639 Patent, and has not induced or is not inducing infringement of the '639 Patent. Such a determination and declaration is necessary and appropriate at this time.

COUNT IV
DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '586 PATENT

69. The allegations of paragraphs 1–68 are incorporated by reference as if fully set forth herein.

70. Roku, through its systems, products, and processes, including as to its OneView Ad Platform, does not infringe any valid and enforceable claim of the '586 Patent, including but not limited to claims 1–4, 11–13, 16–17, and 20–22 of the '586 Patent.

71. Roku has not contributed to and is not contributing to infringement by others of any claims of the '586 Patent, including but not limited to, claims 1–4, 11–13, 16–17, and 20–22 of the '586 Patent.

72. Roku has not induced and is not inducing infringement of any claims of the '586 Patent, including but not limited to, claims 1–4, 11–13, 16–17, and 20–22 of the '586 Patent.

73. In one aspect, for example, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not cause any revenue from advertising directed to certain users to be paid to the Internet site that such users first visited.

74. Therefore, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not meet at least the following limitations of the independent claims of the '586 Patent:

- Claim 1: "as a result of the acts in parts (a) and (b), automatically causing the first Internet site to receive revenue from the off-site advertisement being directed to the visitor computers that have visited the first Internet site"; and
- Claim 11: "wherein the proprietor of the first Internet site receives at least part of the difference between the first price and the revenue received by the proprietor of the second Internet site."

75. An actual controversy exists between Roku and AlmondNet as to whether or not Roku has infringed or is infringing the '586 Patent, has contributed or is contributing to infringement of the '586 Patent, and has induced or is inducing infringement of the '586 Patent.

76. The controversy is such that, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. § 2201 et seq., Roku is entitled to a declaration, in the form of a judgment, that by its products and/or activities Roku has not infringed and is not infringing any valid and enforceable claim of the '586 Patent, has not contributed or is not contributing to infringement of the '586 Patent, and has not induced or is not inducing infringement of the '586 Patent. Such a determination and declaration is necessary and appropriate at this time.

COUNT V
DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '100 PATENT

77. The allegations of paragraphs 1–76 are incorporated by reference as if fully set forth herein.

78. Roku, through its systems, products, and processes, including the Roku OneView and/or Roku Ad Framework systems, products, and processes, does not infringe any valid and

enforceable claim of the '100 Patent, including but not limited to claims 1–3, 5, 7, 9–11, 13–17, 19, 21, 23–25, 27–31, 33, 35, 37–39, and 41–42 of the '100 Patent.

79. Roku has not contributed to and is not contributing to infringement by others of any claims of the '100 Patent, including but not limited to, claims 1–3, 5, 7, 9–11, 13–17, 19, 21, 23–25, 27–31, 33, 35, 37–39, and 41–42 of the '100 Patent.

80. Roku has not induced and is not inducing infringement of any claims of the '100 Patent, including but not limited to, claims 1–3, 5, 7, 9–11, 13–17, 19, 21, 23–25, 27–31, 33, 35, 37–39, and 41–42 of the '100 Patent.

81. In one aspect, for example, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not place cookies on computers visiting an Internet site.

82. Therefore, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not meet at least the following limitations of the independent claims of the '100 Patent:

- Claim 1: “with the first computer, placing a cookie on each of a plurality of visitor computers visiting the first Internet site”;
- Claim 15: “with the first computerized apparatus, placing a cookie on each of a plurality of visitor computers visiting the first Internet site”; and
- Claim 29: “with the first computerized apparatus, placing a cookie on each of a plurality of visitor computers visiting the first Internet site”.

83. An actual controversy exists between Roku and AlmondNet as to whether or not Roku has infringed or is infringing the '100 Patent, has contributed or is contributing to infringement of the '100 Patent, and has induced or is inducing infringement of the '100 Patent.

84. The controversy is such that, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. § 2201 et seq., Roku is entitled to a declaration, in the form of a judgment, that by its products and/or activities Roku has not infringed and is not infringing any valid and enforceable claim of the '100 Patent, has not contributed or is not contributing to infringement of the '100 Patent, and has not induced or is not inducing infringement of the '100 Patent. Such a determination and declaration is necessary and appropriate at this time.

**COUNT VI
DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '857 PATENT**

85. The allegations of paragraphs 1–84 are incorporated by reference as if fully set forth herein.

86. Roku, through its systems, products, and processes, including as to its OneView Ad Platform, does not infringe any valid and enforceable claim of the '857 Patent, including but not limited to claims 1–3, 5, 7–9, and 11 of the '857 Patent.

87. Roku has not contributed to and is not contributing to infringement by others of any claims of the '857 Patent, including but not limited to, claims 1–3, 5, 7–9, and 11 of the '857 Patent.

88. Roku has not induced and is not inducing infringement of any claims of the '857 Patent, including but not limited to, claims 1–3, 5, 7–9, and 11 of the '857 Patent.

89. In one aspect, for example, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not place cookies on computers visiting an Internet site.

90. Therefore, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not meet at least the following limitations of independent claim 1 of the '857 Patent: “. . . a cookie that: is stored on the visitor computer as a consequence of said visitor

computer having visited the first Internet site; and allows access to information in a database accessible to the first computer.”

91. An actual controversy exists between Roku and AlmondNet as to whether or not Roku has infringed or is infringing the '857 Patent, has contributed or is contributing to infringement of the '857 Patent, and has induced or is inducing infringement of the '857 Patent.

92. The controversy is such that, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. § 2201 et seq., Roku is entitled to a declaration, in the form of a judgment, that by its products and/or activities Roku has not infringed and is not infringing any valid and enforceable claim of the '857 Patent, has not contributed or is not contributing to infringement of the '857 Patent, and has not induced or is not inducing infringement of the '857 Patent. Such a determination and declaration is necessary and appropriate at this time.

COUNT VII
DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '164 PATENT

93. The allegations of paragraphs 1–92 are incorporated by reference as if fully set forth herein.

94. Roku, through its systems, products, and processes, including as to its OneView Ad Platform, does not infringe any valid and enforceable claim of the '164 Patent, including but not limited to claims 1–3 and 6–14 of the '164 Patent.

95. Roku has not contributed to and is not contributing to infringement by others of any claims of the '164 Patent, including but not limited to, claims 1–3 and 6–14 of the '164 Patent.

96. Roku has not induced and is not inducing infringement of any claims of the '164 Patent, including but not limited to, claims 1–3 and 6–14 of the '164 Patent.

97. In one aspect, for example, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not determine whether devices are connected to a common local area network.

98. Therefore, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not meet at least the following limitations of independent claim 1 of the '164 Patent: "... based on automatically recognizing that the online user interface device corresponding to the first online access identifier and the set-top box corresponding to the first set-top box identifier are connected, independently of each other, to a common local area network."

99. An actual controversy exists between Roku and Intent IQ as to whether or not Roku has infringed or is infringing the '164 Patent, has contributed or is contributing to infringement of the '164 Patent, and has induced or is inducing infringement of the '164 Patent.

100. The controversy is such that, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. § 2201 et seq., Roku is entitled to a declaration, in the form of a judgment, that by its products and/or activities Roku has not infringed and is not infringing any valid and enforceable claim of the '164 Patent, has not contributed or is not contributing to infringement of the '164 Patent, and has not induced or is not inducing infringement of the '164 Patent. Such a determination and declaration is necessary and appropriate at this time.

COUNT VIII
DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '069 PATENT

101. The allegations of paragraphs 1–100 are incorporated by reference as if fully set forth herein.

102. Roku, through its systems, products, and processes, including as to its OneView Ad Platform, does not infringe any valid and enforceable claim of the '069 Patent, including but not limited to claims 1, 3–5, and 8–17 of the '069 Patent.

103. Roku has not contributed to and is not contributing to infringement by others of any claims of the '069 Patent, including but not limited to, claims 1, 3–5, and 8–17 of the '069 Patent.

104. Roku has not induced and is not inducing infringement of any claims of the '069 Patent, including but not limited to, claims 1, 3–5, and 8–17 of the '069 Patent.

105. In one aspect, for example, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not determine whether devices are connected to a common local area network.

106. Therefore, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not meet at least the following limitations of independent claim 1 of the '069 Patent: “. . . recognizing that the first online user interface device corresponding to the first online user interface device identifier and the first set-top box corresponding to the first set-top box identifier are connected, independently of each other, to a common local area network.”

107. An actual controversy exists between Roku and Intent IQ as to whether or not Roku has infringed or is infringing the '069 Patent, has contributed or is contributing to infringement of the '069 Patent, and has induced or is inducing infringement of the '069 Patent.

108. The controversy is such that, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. § 2201 et seq., Roku is entitled to a declaration, in the form of a judgment, that by its products and/or activities Roku has not infringed and is not infringing any valid and enforceable claim of the '069 Patent, has not contributed or is not contributing to infringement of the '069 Patent, and has not induced or is not inducing infringement of the '069 Patent. Such a determination and declaration is necessary and appropriate at this time.

COUNT IX
DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '198 PATENT

109. The allegations of paragraphs 1–108 are incorporated by reference as if fully set forth herein.

110. Roku, through its systems, products, and processes, including as to its OneView Ad Platform, does not infringe any valid and enforceable claim of the '198 Patent, including but not limited to claims 1, 3–5, and 8–17 of the '198 Patent.

111. Roku has not contributed to and is not contributing to infringement by others of any claims of the '198 Patent, including but not limited to, claims 1, 3–5, and 8–17 of the '198 Patent.

112. Roku has not induced and is not inducing infringement of any claims of the '198 Patent, including but not limited to, claims 1, 3–5, and 8–17 of the '198 Patent.

113. In one aspect, for example, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not associate devices without the use of personally identifiable information.

114. Therefore, Roku's systems, products, and processes, including as to its OneView Ad Platform, do not meet at least the following limitations of independent claim 1 of the '198 Patent: “wherein the first online user interface device identifier and the first set top box identifier are associated without using personally identifiable information pertaining to a user of the set-top box that corresponds to the first set-top box identifier.”

115. An actual controversy exists between Roku and Intent IQ as to whether or not Roku has infringed or is infringing the '198 Patent, has contributed or is contributing to infringement of the '198 Patent, and has induced or is inducing infringement of the '198 Patent.

116. The controversy is such that, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. § 2201 et seq., Roku is entitled to a declaration, in the form of a judgment, that by its

products and/or activities Roku has not infringed and is not infringing any valid and enforceable claim of the '198 Patent, has not contributed or is not contributing to infringement of the '198 Patent, and has not induced or is not inducing infringement of the '198 Patent. Such a determination and declaration is necessary and appropriate at this time.

PRAYER FOR RELIEF

WHEREFORE, Roku prays that the Court enter the following relief pursuant to 28 U.S.C. §§ 2201 and 2202, 35 U.S.C. § 285, and/or any other applicable law, rule, or inherent power of the Court:

A. The Court declare that Roku, through its systems, products, and processes, does not infringe any valid and enforceable claim of the '398 Patent;

B. The Court declare that Roku, through its systems, products, and processes, does not infringe any valid and enforceable claim of the '878 Patent;

C. The Court declare that Roku, through its systems, products, and processes, does not infringe any valid and enforceable claim of the '639 Patent;

D. The Court declare that Roku, through its systems, products, and processes, does not infringe any valid and enforceable claim of the '586 Patent;

E. The Court declare that Roku, through its systems, products, and processes, does not infringe any valid and enforceable claim of the '100 Patent;

F. The Court declare that Roku, through its systems, products, and processes, does not infringe any valid and enforceable claim of the '857 Patent;

G. The Court declare that Roku, through its systems, products, and processes, does not infringe any valid and enforceable claim of the '164 Patent;

H. The Court declare that Roku, through its systems, products, and processes, does not infringe any valid and enforceable claim of the '069 Patent;

I. The Court declare that Roku, through its systems, products, and processes, does not infringe any valid and enforceable claim of the '198 Patent;

J. Roku be awarded its costs and fees in this action; and

K. Roku be awarded such other and further relief as this Court deems is just and proper.

DEMAND FOR A JURY TRIAL

In accordance with Federal Rule of Civil Procedure 38, Roku hereby respectfully demands a trial by jury of all issues and claims so triable.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Michael J. Flynn

OF COUNSEL:

Wasif H. Qureshi
Leisa Talbert Peschel
JACKSON WALKER LLP
1401 McKinney, Suite 1900
Houston, TX 77010
(713) 752-4200

Blake T. Dietrich
JACKSON WALKER LLP
2323 Ross Ave., Suite 600
Dallas, TX 75201
(214) 953-6000

Michael J. Flynn (#5333)
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899-1347
(302) 658-9200
mflynn@morrisonichols.com

Attorneys for Plaintiff Roku, Inc.

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