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**UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION**

OpenSesame, Inc., a Delaware  
corporation

Plaintiff,

vs.

GO1 Pty, Ltd., an Australian Proprietary  
Company

Defendants.

Case No. 3:21-cv-01258-SB

**FIRST AMENDED COMPLAINT  
FOR PATENT INFRINGEMENT**

**[DEMAND FOR JURY TRIAL]**

Plaintiff OpenSesame, Inc. (“OpenSesame”) files this amended complaint against GO1 Pty, Ltd. (“Go1” or “Defendant”), for infringement of U.S. Patent No. 8,784,113 (“the ’113 Patent” or the “Asserted Patent”) alleging, based on its own

knowledge of certain matters, and based on information and belief as to all other matters, as follows:

1. OpenSesame is a corporation formed under the laws of the State of Delaware, with a principal place of business at 1629 SW Salmon Street, Portland, Oregon 97228.

2. Defendant is a company organized and existing under the laws of the country of Australia. Upon information and belief, Defendant conducts business in and is doing business in Oregon and in this District and elsewhere in the United States, including, without limitation, using, promoting, offering to sell, importing and/or selling a product often referred to as the Go1 Content Hub (“Accused Product”) that embodies the patented technology, and enables end-user purchasers to use such product in this District.

### **JURISDICTION AND VENUE**

3. This is an action for infringement of a United States patent arising under 35 U.S.C. §§ 271, 281, and 284-85, among others. This Court has subject matter jurisdiction over the action under 28 U.S.C. §§ 1331 and 1338(a).

4. Venue is proper in this district under 28 U.S.C. § 1400(b). Defendant has committed some of the acts which are the subject of this complaint within this District.

5. Defendant is subject to this Court's specific and general personal jurisdiction under due process and/or the Oregon Long Arm Statute, due at least to Defendant's substantial business in this forum, including: (i) the effect of Defendant's actions impact Plaintiff, which is located in this judicial district; (ii) at least a portion of the infringements alleged herein occurred in this judicial district; and (iii) Defendant regularly doing or soliciting business, engaging in other persistent courses of conduct, deriving and/or attempting to derive substantial revenue from goods and services provided to entities in Oregon.

**U.S. PATENT NO. 8,784,113 B2**

6. U.S. Patent No. 8,784,113, titled "Open and Interactive E-Learning System and Method." Attached hereto as **Exhibit 1** is a true and correct copy of the '113 Patent.

7. On July 22, 2014, the '113 Patent was duly and legally issued by the United States Patent & Trademark Office and is presumed valid and enforceable.

8. OpenSesame is the owner of the '113 Patent with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the '113 patent against infringers, and to collect damages for all relevant times.

9. The '113 Patent is valid and enforceable under United States patent laws.

**OPENSESAME AND ITS TECHNOLOGY PLATFORM**

10. OpenSesame was founded in Portland, Oregon in 2011. It has flourished over the last decade, in large part due to its patented technology platform. Clients include Siemens, Caterpillar, McDonalds and many others.

11. OpenSesame has approximately 180 employees and was recently identified on Oregon Business's 2021 list of the 100 Best Companies to Work for in Oregon.

12. OpenSesame is ranked 42nd of Pacific Northwest startups, on the GeekWire 200, which recognizes companies most popular and trending among key online communities.

13. OpenSesame's patented, non-conventional technology platform has allowed it to become one of the fastest growing and most successful online learning providers in the United States. Presently, it is able to offer over 20,000 courses provided by hundreds of publishers, which has allowed millions of students to complete beneficial courses.

14. OpenSesame's patented, non-conventional technology platform has been critical to its success.

15. Even GO1 recognized the unique benefits of OpenSesame's technology platform. In 2016, 6 years after the '113 Patent was filed, GO1 entered into an Agreement with OpenSesame, through which it paid OpenSesame for the right to use the "technology and support" enabling it to deliver courses to customers. The parties further agreed that Multnomah County, Oregon, would have exclusive jurisdiction and venue over any actions arising therefrom.

16. The unique OpenSesame platform enables companies to offer employees a vast array of courses, which they can view from their own computers, through a local browser utilizing novel and patentable improvements.

17. The invention incorporates substantial computer-functionality improvements that significantly depart from earlier approaches to address specific problems, including without limitation, enforcing access control, providing status updates to the Learning Management System (LMS), relieving the LMS of the burden of hosting and playing content, bridging the network-side and the client-side by originating and interacting with the network-side, but being stored and executed during operation on the client-side, instructing the system to coordinate such that the Content Delivery Network (CDN) ensures that the player and the content are served from the same domain.

18. The claims as a whole incorporate a unique combination of limitations, which contain inventive concepts. In addition to those discussed above, the patented invention incorporates many other novel breakthrough concepts including without limitation the following: loading the course runtime from the content player to the learner's browser; loading the licensed content from the CDN to the learner's browser; reporting to the user's LMS the learner's status relative to the content; the instructions include license information rendering specific to the specific instance of licensed content; configured to be loaded from the user's LMS to the learner's browser in response to a request from the learner to access to the licensed content, the instructions are further configured to use the runtime to communicate with the LMS and to report status updates of the learner's interaction with the content; a proxy stored on the network side, wherein the instructions are configured when executed on a client-side computing device to enable a user to access and interact with the licensed content via a browser, wherein the instructions are further configured when executed on the client-side computing device in response to a request for access to the specific instance of the content, to: cause the client-side computing device to request verification by the licensing/reporting server of the validity status of a license to the specific instance of content; and cause the client-side computing device to instruct a browser to

access the content player via the location designator; and wherein the instructions are further configured to relay information to a client-side LMS including information indicating a status of content played by the content player; configuring such with license information indicating a specific instance of licensed content, the configuring being performed by a network-side licensing/reporting server in response to the request, receiving, at the licensing/reporting server, a license verification request; providing, from the licensing/reporting server in response to a successful license verification request is further configured to instruct a learner's browser to load a content-specific course runtime from the content player;

19. The computer-functionality improvements and inventive contributions of the '113 Patent were confirmed during the prosecution of the application leading to the '113 Patent. In allowing the '113 Patent to issue (See Reasons for Allowance attached as **Exhibit 2**), the Patent Examiner at the U.S. Patent and Trademark Office, concluded the following:

a. The inventors [of the '113 patented invention] have recognized that conventional Learning Management Systems (LMSs) suffer from several disadvantages, as described in the "Background of the Invention" section, particularly with regard to the interoperability of e-learning standards. To address the issues described, the inventors devised a "proxy"

that is loaded into an LMS and communicates with the system to enforce access control, to obtain the latest version of the content, to provide status updates to the LMS and to relieve the LMS of the burden of hosting and playing content.

b. What makes the so-called “proxy” unique and non-obvious is that it is initially stored on the network side (e.g., at licensing/reporting server) in a template form that does not yet include instructions relating to a specific instance of content (e.g., a particular course) and then conveyed to a user for execution by a client-side computing device. The phrase “specific instance of content” means that the instructions of the “proxy” allow the proxy to be used only within the scope of the specifically purchased license stored at the licensing/reporting server.

c. The license scope may define access to one or more specific courses or specific modules of a course, to a specific user or limited number of users, or to a specific number of times played/accessed. The configured “proxy” contains a license identifier that is passed by the proxy to the licensing/reporting server, along with the user and course identifier provided by the LMS, when the user wants to launch a course. If authorization succeeds, the “proxy” instructs the user’s browser to load a provided URL to



the network-side content player so the user may interact with the course content. The “proxy” remains in the user’s browser and relays status changes to the LMS.

d. The “proxy” bridges the network-side and the client-side, originating and interacting with the network-side, but being stored and executed during the operation at the client side. This dual nature is what enables the enhanced capabilities.

**FIRST CAUSE OF ACTION**  
**INFRINGEMENT OF U.S. PATENT NO. 8,784,113 B2**

20. Plaintiff realleges and incorporates herein by reference paragraphs 1 to 9 above.

21. Defendant made, has made, used, imported, provided, supplied, distributed, sold, and/or offered for sale the Accused Product, which infringes one or more claims of the ’113 Patent.

22. The Accused Product practices every element of at least one exemplary claim. (See **Exhibit 3** demonstrating how the Accused Product infringes at least Claim 1).

23. By doing so, Defendant and its end users have directly infringed (literally and/or under the doctrine of equivalents) at least Claim 1 of the ’113 Patent. Defendant’s infringement in this regard is ongoing.

24. At least as early as March 19, 2021, when OpenSesame put Defendant on notice of the '113 Patent, Defendant has also indirectly infringed the '113 Patent.

25. Defendant has actual knowledge of OpenSesame's rights in the '113 Patent and details of Defendant's infringement of the '113 Patent.

26. Defendant makes, has made, uses, imports, provides, supplies, distributes, sells, and/or offers for sale the Accused Product, with knowledge of or willful blindness to the fact that its actions will induce Defendant's partners and end users to infringe one or more claims of the '113 Patent by at least using and/or selling the Accused Product in violation of 35 U.S.C. § 271.

27. OpenSesame has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to OpenSesame in an amount that adequately compensates OpenSesame for such infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court and an enhancement of damages, under 35 U.S.C. § 284.

28. OpenSesame is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271, 281, 283 and 284.

29. OpenSesame has satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the '113 Patent.

30. This case is also exceptional under 35 U.S.C. § 285, such that OpenSesame should be awarded its reasonable attorneys' fees

**PRAYER FOR RELIEF**

WHEREFORE, OpenSesame respectfully requests:

A. That Judgment be entered that Defendant has infringed at least one or more claims of the '113 Patents, directly and/or indirectly, literally and/or under the doctrine of equivalents;

B. That, in accordance with 35 U.S.C. § 283, Defendant and all affiliates, employees, agents, officers, directors, attorneys, successors, and assigns and all those acting on behalf of or in active concert or participation with any of them, be preliminarily and permanently enjoined from infringing the '113 Patent and making, using, selling and offering for sale the Accused Product.

C. An award of damages sufficient to compensate OpenSesame for Defendant's infringement under 35 U.S.C. § 284, including an enhancement of damages on account of Defendant's willful infringement;

- D. That the case be found exceptional under 35 U.S.C. § 285 and that OpenSesame be awarded its reasonable attorneys' fees;
- E. Costs and expenses in this action;
- F. An award of prejudgment and post-judgment interest; and
- G. Such other and further relief as the Court may deem just and proper.

DATED this 1<sup>st</sup> day of November, 2021.

BUCHALTER  
A Professional Corporation

*s/ Daniel P. Larsen*

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**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, OpenSesame respectfully demands a trial by jury on all issues triable by jury.

DATED: November 1, 2021

*s/ Daniel Larsen*

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Daniel Larsen  
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