

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

ALMONDNET, INC. and INTENT IQ, LLC,

Plaintiffs,

v.

MICROSOFT CORPORATION, and XANDR,

INC.

Defendants.

Case No. 6:22-cv-01206

JURY TRIAL DEMANDED

**COMPLAINT FOR PATENT INFRINGEMENT AGAINST
MICROSOFT CORPORATION**

This is an action for patent infringement arising under the Patent Laws of the United States of America, 35 U.S.C. § 1 *et seq.*, in which Plaintiffs AlmondNet, Inc. and Intent IQ, LLC (collectively, “Plaintiffs” or “AlmondNet”) make the following allegations against Defendant Microsoft Corporation (“Microsoft”) and Defendant Xandr, Inc. (“Xandr”, collectively “Defendant”):

INTRODUCTION AND PARTIES

1. This complaint arises from Defendant’s unlawful infringement of the following United States patents owned by AlmondNet, each of which generally relate to novel internet / network based advertising systems and methods: United States Patent Nos. 7,861,260, 7,979,307, 8,775,249, 8,959,146, and 10,715,878 (collectively, the “Asserted Patents”). AlmondNet owns all right, title, and interest in each of the Asserted Patents to file this case.

2. AlmondNet, Inc. is a corporation organized and existing under the laws of the state

of Delaware, having its place of business at 37-18 Northern Blvd. Suite 404, Long Island City, NY, 11101. Intent IQ, LLC is a Delaware limited liability company, having its place of business at 37-18 Northern Blvd. Suite 404, Long Island City, NY, 11101. AlmondNet, Inc. and Intent IQ, LLC are collectively referred herein as “AlmondNet.” Established in 1998, AlmondNet is an industry leader and pioneer in privacy-friendly, targeted advertising. AlmondNet has developed an extensive suite of industry-leading targeted advertising solutions and products, and is focused on R&D and the licensing of its extensive portfolio of enabling technology and intellectual property covering numerous areas of the targeting landscape and ecosystem, including profile based bidding, behavioral targeting, online and offline data monetization, addressable advertising, and multi-platform advertising.

3. On information and belief, Defendant Microsoft is a Washington corporation with a principal place of businesses at 1 Microsoft Way, Redmond, WA 98052. Microsoft has physical addresses in this District at 10900-II, Stonelake Blvd., Suite 225, Austin, TX 78759. Microsoft may be served with process through its registered agent, the Corporation Service Company, at 211 East 7th Street, Suite 620, Austin, TX 78701.

4. On information and belief, Defendant Xandr is a corporation organized under the laws of the state of Delaware, with its principal place of business at 28 West 23rd Street, Floor 4 New York, NY 10010. Xandr is a wholly-owned subsidiary of Microsoft.¹ Xandr is registered to do business in the State of Texas and may be served with process via its registered agent in Texas, Corporation Service Company D/B/A CSC-Lawyers Inco, 211 E. 7th Street, Suite 620, Austin,

¹ See <https://microsoft.gcs-web.com/static-files/07cf3c30-cfc3-4567-b20f-f4b0f0bd5087> at 15 (“On June 6, 2022, we acquired Xandr, Inc., a technology platform with tools to accelerate the delivery of our digital advertising solutions.”); https://about.ads.microsoft.com/en-us/blog/post/december-2021/microsoft-to-acquire-xandr-to-accelerate-its-digital-advertising-and-retail-media-solutions?s_cid=en-us-gct-soc-src_li-sub_ogc-flx_heroimage.

TX 78701.

JURISDICTION AND VENUE

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

6. This Court has personal jurisdiction over Defendant in this action because Defendant has committed acts within this District giving rise to this action, and has established minimum contacts with this forum such that the exercise of jurisdiction over Defendant would not offend traditional notions of fair play and substantial justice. Defendant, directly and through subsidiaries or intermediaries, has committed and continue to commit acts of infringement in this District by, among other things, importing, offering to sell, and selling products and services that infringe the Asserted Patents.

7. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400(b). Defendant Microsoft is registered to do business in Texas. Additionally, upon information and belief, Microsoft has transacted business in this District and has committed acts of direct and indirect infringement in this District by, among other things, making, using, offering to sell, selling, and importing products that infringe the Asserted Patents. Microsoft has regular and established places of business in this District, including at 10900-II, Stonelake Blvd., Suite 225, Austin, TX 78759. Defendant Xandr is registered to do business in Texas. Additionally, upon information and belief, Xandr has transacted business in this District and has committed acts of direct and indirect infringement in this District by, among other things, making, using, offering to sell, selling, and importing products that infringe the Asserted Patents. Xandr has regular and established places of

business in this District, including in Austin, TX.²

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 7,861,260

8. AlmondNet realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

9. AlmondNet owns all rights, title, and interest in U.S. Patent No. 7,861,260, titled “targeted television advertisements based on online behavior,” issued on December 28, 2010 (“the ’260 patent”). A true and correct copy of the ’260 patent is attached as Exhibit 1.

10. On information and belief, Defendant makes, uses, offers for sale, sells, and/or imports certain products and/or services (“Accused Instrumentalities”), such as, e.g., Microsoft’s advertising platform, that directly infringe, literally and/or under the doctrine of equivalents, claims of the ’260 patent.

11. The infringement of the ’260 Patent is also attributable to Defendant. Defendant directs and controls use of the Accused Instrumentalities to perform acts that result in infringement of the ’260 Patent, conditioning benefits on participation in the infringement and establishing the timing and manner of the infringement.

12. Defendant’s infringement has been and is willful. Microsoft knew of, or was willfully blind to, the ’260 Patent and the infringing nature of the Accused Instrumentalities before this suit was filed, at least by virtue of the case styled as *AlmondNet, Inc. et al. v. Microsoft Corporation*, No. 6:21-cv-00897 (W.D. Tex. filed Aug. 27, 2021). Despite Microsoft’s knowledge of or willful blindness to its infringement as a result of the filing of the complaints, Microsoft continues to infringe. In doing so, Microsoft knew, or should have known, that its conduct

² See <https://www.xandr.com/about/office-locations/>.

amounted to infringement of the '260 patent. Accordingly, Microsoft is liable for willful infringement.

13. Defendant also knowingly and intentionally induces infringement of claims of the '260 patent in violation of 35 U.S.C. § 271(b). Defendant has had knowledge of, or was willfully blind to, the '260 patent and the infringing nature of the Accused Instrumentalities at least as early as when this Complaint was filed and/or earlier, such as by virtue of the case styled as *AlmondNet, Inc. et al. v. Microsoft Corporation*, No. 6:21-cv-00897 (W.D. Tex. filed Aug. 27, 2021). Despite this knowledge of or willful blindness to the '260 patent and its infringement as a result of the filing of the complaints, Defendant continues to actively encourage and instruct its customers and end users (for example, through user manuals and online instruction materials on its website) to use the Accused Instrumentalities in ways that directly infringe the '260 patent. Defendant does so intending that its customers and end users will commit these infringing acts. Defendant also continues to make, use, offer for sale, sell, and/or import the Accused Instrumentalities, despite its knowledge of the '260 patent, thereby specifically intending for and inducing its customers to infringe the '260 patent through the customers' normal and customary use of the Accused Instrumentalities.

14. Defendant has also infringed, and continue to infringe, claims of the '260 patent by offering to commercially distribute, commercially distributing, making, and/or importing the Accused Instrumentalities, which are used in practicing the process, or using the systems, of the patent, and constitute a material part of the invention. Defendant has knowledge of or is willfully blind to components in the Accused Instrumentalities being especially made or especially adapted for use in infringement of the patent, not a staple article, and not a commodity of commerce suitable for substantial noninfringing use. Accordingly, Defendant has been, and currently is,

contributorily infringing the '260 patent, in violation of 35 U.S.C. § 271(c).

15. The Accused Instrumentalities satisfy all claim limitations of claims of the '260 patent. A claim chart comparing independent claim 1 of the '260 patent to representative Accused Instrumentalities is attached as Exhibit 2.

16. By making, using, offering for sale, selling and/or importing into the United States the Accused Instrumentalities, Defendant has injured AlmondNet and is liable for infringement of the '260 patent pursuant to 35 U.S.C. § 271.

17. As a result of Defendant's infringement of the '260 patent, AlmondNet is entitled to monetary damages in an amount adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 7,979,307

18. AlmondNet realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

19. AlmondNet owns all rights, title, and interest in U.S. Patent No. 7,979,307, titled "method and stored program for accumulating descriptive profile data along with source information for use in targeting third-party advertisements," issued on July 12, 2011 ("the '307 patent"). A true and correct copy of the '307 patent is attached as Exhibit 3.

20. On information and belief, Defendant makes, uses, offers for sale, sells, and/or imports certain products ("Accused Instrumentalities"), such as, e.g., Microsoft's advertising platform, that directly infringe, literally and/or under the doctrine of equivalents, claims of the '307 patent.

21. The infringement of the '307 patent is also attributable to Defendant. Defendant and/or users of the Accused Instrumentalities directs and controls use of the Accused Instrumentalities to perform acts that result in infringement of the '307 patent, conditioning benefits on participation in the infringement and establishing the timing and manner of the infringement.

22. Defendant's infringement has been and is willful. Microsoft knew of, or was willfully blind to, the '307 patent and the infringing nature of the Accused Instrumentalities before this suit was filed. Defendant has had knowledge of the '307 patent and Defendant's infringement of it by virtue of the case styled as *AlmondNet, Inc. et al. v. Microsoft Corporation*, No. 6:21-cv-00897 (W.D. Tex. filed Aug. 27, 2021). Despite Microsoft's knowledge of or willful blindness to the '307 patent and AlmondNet's allegations of infringement as a result of the filing of the complaints, Microsoft continues to infringe. In doing so, Microsoft knew, or should have known, that its conduct amounted to infringement of the '307 patent. Accordingly, Microsoft is liable for willful infringement.

23. Defendant also knowingly and intentionally induces infringement of claims of the '307 patent in violation of 35 U.S.C. § 271(b). Defendant has had knowledge of, or was willfully blind to, the '307 patent and the infringing nature of the Accused Instrumentalities prior to when this complaint was filed. Defendant has had knowledge of the '307 patent and Defendant's infringement of it by virtue of the case styled as *AlmondNet, Inc. et al. v. Microsoft Corporation*, No. 6:21-cv-00897 (W.D. Tex. filed Aug. 27, 2021). Despite this knowledge of or willful blindness to the '307 patent and its infringement as a result of the filing of the complaints, Defendant continues to actively encourage and instruct its customers and end users (for example, through user manuals and online instruction materials on its website) to use the Accused Instrumentalities

in ways that directly infringe the '307 patent. Defendant does so intending that its customers and end users will commit these infringing acts. Defendant also continues to make, use, offer for sale, sell, and/or import the Accused Instrumentalities, despite its knowledge of the '307 patent, thereby specifically intending for and inducing its customers to infringe the '307 patent through the customers' normal and customary use of the Accused Instrumentalities.

24. Defendant has also infringed, and continue to infringe, claims of the '307 patent by offering to commercially distribute, commercially distributing, making, and/or importing the Accused Instrumentalities, which are used in practicing the process, or using the systems, of the patent, and constitute a material part of the invention. Defendant has knowledge of or is willfully blind to the components in the Accused Instrumentalities being especially made or especially adapted for use in infringement of the patent, not a staple article, and not a commodity of commerce suitable for substantial noninfringing use. Accordingly, Defendant has been, and currently is, contributorily infringing the '307 patent, in violation of 35 U.S.C. § 271(c).

25. The Accused Instrumentalities satisfy all claim limitations of claims of the '307 patent. A claim chart comparing independent claims of the '307 patent to representative Accused Instrumentalities is attached as Exhibit 4.

26. By making, using, offering for sale, selling and/or importing into the United States the Accused Instrumentalities, Defendant has injured AlmondNet and is liable for infringement of the '307 patent pursuant to 35 U.S.C. § 271.

27. As a result of Defendant's infringement of the '307 patent, AlmondNet is entitled to monetary damages in an amount adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court.

COUNT III

INFRINGEMENT OF U.S. PATENT NO. 8,775,249

28. AlmondNet realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

29. AlmondNet owns all rights, title, and interest in U.S. Patent No. 8,775,249, titled “method, computer system, and stored program for accumulating descriptive profile data along with source information for use in targeting third-party advertisements,” issued on July 8, 2014. (“the ’249 patent”). A true and correct copy of the ’249 patent is attached as Exhibit 5.

30. On information and belief, Defendant makes, uses, offers for sale, sells, and/or imports certain products and/or services (“Accused Instrumentalities”), such as, e.g., Microsoft’s advertising platform, that directly infringe, literally and/or under the doctrine of equivalents, claims of the ’249 patent.

31. The infringement of the Asserted Patents is also attributable to Defendant. Defendant and/or users of the Accused Instrumentalities directs and controls use of the Accused Instrumentalities to perform acts that result in infringement of the ’249 patent, conditioning benefits on participation in the infringement and establishing the timing and manner of the infringement.

32. Defendant’s infringement has been and is willful. Microsoft knew of, or was willfully blind to, the ’249 Patent and the infringing nature of the Accused Instrumentalities before this suit was filed. Defendant has had knowledge of the ’249 patent and Defendant’s infringement of it by virtue of the case styled as *AlmondNet, Inc. et al. v. Microsoft Corporation*, No. 6:21-cv-00897 (W.D. Tex. filed Aug. 27, 2021). Despite Microsoft’s knowledge of or willful blindness to the ’249 patent and AlmondNet’s allegations of infringement as a result of the filing of the

complaints, Microsoft continues to infringe. In doing so, Microsoft knew, or should have known, that its conduct amounted to infringement of the '249 patent. Accordingly, Microsoft is liable for willful infringement.

33. Defendant also knowingly and intentionally induces infringement of claims of the '249 patent in violation of 35 U.S.C. § 271(b). Defendant has had knowledge of, or was willfully blind to, the '249 patent and the infringing nature of the Accused Instrumentalities prior to when this complaint was filed. Defendant has had knowledge of the '249 patent and Defendant's infringement of it by virtue of the case styled as *AlmondNet, Inc. et al. v. Microsoft Corporation*, No. 6:21-cv-00897 (W.D. Tex. filed Aug. 27, 2021). Despite this knowledge of or willful blindness to the '249 patent and its infringement as a result of the filing of the complaints, Defendant continues to actively encourage and instruct its customers and end users (for example, through user manuals and online instruction materials on its website) to use the Accused Instrumentalities in ways that directly infringe the '249 patent. Defendant does so intending that its customers and end users will commit these infringing acts. Defendant also continues to make, use, offer for sale, sell, and/or import the Accused Instrumentalities, despite its knowledge of the '249 patent, thereby specifically intending for and inducing its customers to infringe the '249 patent through the customers' normal and customary use of the Accused Instrumentalities.

34. Defendant has also infringed, and continue to infringe, claims of the '249 patent by offering to commercially distribute, commercially distributing, making, and/or importing the Accused Instrumentalities, which are used in practicing the process, or using the systems, of the patent, and constitute a material part of the invention. Defendant has knowledge of or is willfully blind to the components in the Accused Instrumentalities being especially made or especially adapted for use in infringement of the patent, not a staple article, and not a commodity of

commerce suitable for substantial noninfringing use. Accordingly, Defendant has been, and currently is, contributorily infringing the '249 patent, in violation of 35 U.S.C. § 271(c).

35. The Accused Instrumentalities satisfy all claim limitations of claims of the '249 patent. A claim chart comparing independent claim 1 of the '249 patent to representative Accused Instrumentalities is attached as Exhibit 6.

36. By making, using, offering for sale, selling and/or importing into the United States the Accused Instrumentalities, Defendant has injured AlmondNet and is liable for infringement of the '249 patent pursuant to 35 U.S.C. § 271.

37. As a result of Defendant's infringement of the '249 patent, AlmondNet is entitled to monetary damages in an amount adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court.

COUNT IV

INFRINGEMENT OF U.S. PATENT NO. 8,959,146

38. AlmondNet realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

39. AlmondNet owns all rights, title, and interest in U.S. Patent No. 8,959,146, titled "media properties selection method and system based on expected profit from profile-based ad delivery," issued on February 17, 2015 ("the '146 patent"). A true and correct copy of the '146 patent is attached as Exhibit 7.

40. On information and belief, Defendant makes, uses, offers for sale, sells, and/or imports certain products and/or services ("Accused Instrumentalities"), such as, e.g., Microsoft's advertising platform, that directly infringe, literally and/or under the doctrine of equivalents,

claims of the '146 patent.

41. The infringement of the '146 patent is also attributable to Defendant. Defendant directs and controls use of the Accused Instrumentalities to perform acts that result in infringement of the '146 patent, conditioning benefits on participation in the infringement and establishing the timing and manner of the infringement.

42. Defendant's infringement has been and is willful. Microsoft knew of, or was willfully blind to, the '146 patent and the infringing nature of the Accused Instrumentalities before this suit was filed. Defendant has had knowledge of the '146 patent and Defendant's infringement of it by virtue of the case styled as *AlmondNet, Inc. et al. v. Microsoft Corporation*, No. 6:21-cv-00897 (W.D. Tex. filed Aug. 27, 2021). Despite Microsoft's knowledge of or willful blindness to the '146 patent and AlmondNet's allegations of infringement as a result of the filing of the complaints, Microsoft continues to infringe. In doing so, Microsoft knew, or should have known, that its conduct amounted to infringement of the '146 patent. Accordingly, Microsoft is liable for willful infringement.

43. Defendant also knowingly and intentionally induces infringement of claims of the '146 patent in violation of 35 U.S.C. § 271(b). Defendant has had knowledge of, or was willfully blind to, the '146 patent and the infringing nature of the Accused Instrumentalities prior to when this complaint was filed. Defendant has had knowledge of the '146 patent and Defendant's infringement of it by virtue of the case styled as *AlmondNet, Inc. et al. v. Microsoft Corporation*, No. 6:21-cv-00897 (W.D. Tex. filed Aug. 27, 2021). Despite this knowledge of or willful blindness to the '146 patent and its infringement as a result of the filing of the complaints, Defendant continues to actively encourage and instruct its customers and end users (for example, through user manuals and online instruction materials on its website) to use the Accused Instrumentalities

in ways that directly infringe the '146 patent. Defendant does so intending that its customers and end users will commit these infringing acts. Defendant also continues to make, use, offer for sale, sell, and/or import the Accused Instrumentalities, despite its knowledge of or willful blindness to the '146 patent, thereby specifically intending for and inducing its customers to infringe the '146 patent through the customers' normal and customary use of the Accused Instrumentalities.

44. Defendant has also infringed, and continue to infringe, claims of the '146 patent by offering to commercially distribute, commercially distributing, making, and/or importing the Accused Instrumentalities, which are used in practicing the process, or using the systems, of the patent, and constitute a material part of the invention. Defendant has knowledge of or is willfully blind to the components in the Accused Instrumentalities being especially made or especially adapted for use in infringement of the patent, not a staple article, and not a commodity of commerce suitable for substantial noninfringing use. Accordingly, Defendant has been, and currently is, contributorily infringing the '146 patent, in violation of 35 U.S.C. § 271(c).

45. The Accused Instrumentalities satisfy all claim limitations of claims of the '146 patent. A claim chart comparing an independent claim of the '146 patent to representative Accused Instrumentalities is attached as Exhibit 8.

46. By making, using, offering for sale, selling and/or importing into the United States the Accused Instrumentalities, Defendant has injured AlmondNet and is liable for infringement of the '146 patent pursuant to 35 U.S.C. § 271.

47. As a result of Defendant's infringement of the '146 patent, AlmondNet is entitled to monetary damages in an amount adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court.

48. Defendant's infringing activities have injured and will continue to injure AlmondNet, unless and until this Court enters an injunction prohibiting further infringement of the '146 patent, and, specifically, enjoining further manufacture, use, sale, importation, and/or offers for sale that come within the scope of the patent claims.

COUNT V

INFRINGEMENT OF U.S. PATENT NO. 10,715,878

49. AlmondNet realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

50. AlmondNet owns all rights, title, and interest in U.S. Patent No. 10,715,878, titled "targeted television advertisements based on online behavior," issued on July 14, 2020 ("the '878 patent"). A true and correct copy of the '878 patent is attached as Exhibit 9.

51. On information and belief, Defendant makes, uses, offers for sale, sells, and/or imports certain products and/or services ("Accused Instrumentalities"), such as, e.g., Amazon's advertising platform, that directly infringe, literally and/or under the doctrine of equivalents, claims of the '878 patent.

52. The infringement of the '878 patent is also attributable to Defendant. Defendant and/or users of the Accused Instrumentalities directs and controls use of the Accused Instrumentalities to perform acts that result in infringement of the '878 patent, conditioning benefits on participation in the infringement and establishing the timing and manner of the infringement.

53. Defendant's infringement has been and is willful. Defendant knew of, or was willfully blind to, the '878 patent and that the Accused Instrumentalities infringed it long before this suit was filed. For example, AlmondNet and Defendant communicated, e.g., in the 2019 time

frame, regarding AlmondNet's patent portfolio and Defendant's infringement of it. In these discussions, AlmondNet notified Defendant of the '260 patent, which is in the same patent family as the '878 patent. Despite Defendant's knowledge of or willful blindness to the '878 patent and AlmondNet's allegations of infringement as a result of the 2019 communications as well as the filing of this complaint, Defendant continued and still continues to infringe the '878 patent. In doing so, Defendant knew, or should have known, that its conduct amounted to infringement of the '878 patent. Accordingly, Defendant is liable for willful infringement.

54. Defendant also knowingly and intentionally induces infringement of claims of the '878 patent in violation of 35 U.S.C. § 271(b). As detailed above, Defendant has had knowledge of, or was willfully blind to, the '878 patent and the infringing nature of the Accused Instrumentalities before this suit was filed. Despite this knowledge of or willful blindness to the '878 patent and its Defendants' infringement thereof, Defendant continued and still continues to actively encourage and instruct its customers and end users (for example, through user manuals and online instruction materials on its website) to use the Accused Instrumentalities in ways that directly infringe the '878 patent. Defendant did and does so intending that its customers and end users will commit these infringing acts. Defendant also continued and still continues to make, use, offer for sale, sell, and/or import the Accused Instrumentalities, despite its knowledge or willful blindness of the '878 patent, thereby specifically intending for and inducing its customers to infringe the '878 patent through the customers' normal and customary use of the Accused Instrumentalities.

55. Defendant has also infringed, and continue to infringe, claims of the '878 patent by offering to commercially distribute, commercially distributing, making, and/or importing the Accused Instrumentalities, which are used in practicing the process, or using the systems, of the

patent, and constitute a material part of the invention. Defendant has knowledge of or is willfully blind to the components in the Accused Instrumentalities being especially made or especially adapted for use in infringement of the patent, not a staple article, and not a commodity of commerce suitable for substantial noninfringing use. Accordingly, Defendant has been, and currently is, contributorily infringing the '878 patent, in violation of 35 U.S.C. § 271(c).

56. The Accused Instrumentalities satisfy all claim limitations of claims of the '878 patent. A claim chart comparing an independent claim of the '878 patent to representative Accused Instrumentalities is attached as Exhibit 10, which is hereby incorporated by reference in its entirety.

57. By making, using, offering for sale, selling and/or importing into the United States the Accused Instrumentalities, Defendant has injured AlmondNet and is liable for infringement of the '878 patent pursuant to 35 U.S.C. § 271.

58. As a result of Defendant's infringement of the '878 patent, AlmondNet is entitled to monetary damages in an amount adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court.

59. Defendant's infringing activities have injured and will continue to injure AlmondNet, unless and until this Court enters an injunction prohibiting further infringement of the '878 patent, and, specifically, enjoining further manufacture, use, sale, importation, and/or offers for sale that come within the scope of the patent claims.

PRAYER FOR RELIEF

WHEREFORE, AlmondNet respectfully requests that this Court enter:

- a. A judgment in favor of AlmondNet that Defendant has infringed, either literally and/or under the doctrine of equivalents, each of the Asserted Patents;

- b. A judgment in favor of Plaintiffs that Defendant has willfully infringed the Asserted Patents;
- c. A permanent injunction prohibiting Defendant from further acts of infringement of the '260, '146, and '878 patents;
- d. A judgment and order requiring Defendant to pay AlmondNet its damages, costs, expenses, and pre-judgment and post-judgment interest for Defendant's infringement of each of the Asserted Patents;
- e. A judgment and order requiring Defendant to provide an accounting and to pay supplemental damages to AlmondNet, including without limitation, pre-judgment and post-judgment interest;
- f. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to AlmondNet its reasonable attorneys' fees against Defendant; and
- g. Any and all other relief as the Court may deem appropriate and just under the circumstances.

DEMAND FOR JURY TRIAL

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

Dated: November 18, 2022

Respectfully submitted,

/s/ Reza Mirzaie

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