

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

BETTER BROWSING LLC,

Plaintiff,

v.

OPERA NORWAY AS, f/k/a OPERA
SOFTWARE AS,

Defendant.

CIVIL ACTION NO. 2:23-cv-00020-JRG-RSP

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Better Browsing LLC (“Better Browsing” or “Plaintiff”) files its First Amended Complaint against Defendant Opera Norway AS f/k/a Opera Software AS (“Opera” or “Defendant”) alleging, based on its own knowledge as to itself and its own actions, and based on information and belief as to all other matters, as follows:

NATURE OF THE ACTION

1. This is a patent infringement action against Defendant for infringement of the following United States Patents (the “Asserted Patents”) issued by the United States Patent and Trademark Office (“USPTO”).

	U.S. Patent No.	Title	
A.	11,150,779 (“the ‘779 patent”)	Systems And Methods For Providing An Internet Browser Zoom And Group Bookmark Functions	https://patentcenter.uspto.gov/ applications/16361020 https://patents.google.com/patent/ US11150779B2/en?q= 11%2c150%2c779
B.	8,838,736 (“the ‘736 patent”)	Internet Browser Zoom Function	https://patentcenter.uspto.gov/ applications/13207333 https://patents.google.com/patent/ US8838736B2/en?q= 8%2c838%2c736

2. Plaintiff seeks monetary damages and injunctive relief.

THE PARTIES

3. Plaintiff Better Browsing LLC is a limited liability company organized under the laws of the State of Texas, with its principal place of business in Austin, Texas (Travis County).

4. Better Browsing is the owner of the Asserted Patents with all rights to recover for all past, present, and future infringement, including past damages.

5. Defendant Opera Norway AS (“Opera”) is a private limited liability company organized under the laws of Norway.

6. Defendant is a subsidiary of parent company Opera Limited and is responsible for its and its subsidiaries’ business activities in the United States.

7. Opera Norway AS was formerly known as “Opera Software AS.”

JURISDICTION AND VENUE

8. Better Browsing repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

9. This is an action for infringement of a United States patent arising under 35 U.S.C. §§ 271, 281, and 284–285, among others. This Court has subject matter jurisdiction of the action under 28 U.S.C. § 1331 and § 1338(a).

10. Opera has been conducting business in this State and District for more than twenty years. For instance, in 1999 Opera partnered with Netier Technologies, Inc., an end-to-end server-based commuting solutions developer formerly headquartered in Carrollton, Texas.¹ Then CEO

¹ See <https://press.opera.com/1999/03/09/netier-embeds-opera-browser-in-thin-client-to-provideindustry-leading-speed-and-efficiency/>.

and co-founder of Opera Software AS stated that “[t]hrough today’s agreement with Netier, Opera Software has extended its global licensing program with a strategic industry vendor.”²

11. Opera has advertised the Accused Instrumentalities directly to Texas residents by attending, leading, and/or sponsoring technology conferences and lectures across this state, including at universities such as the University of Texas in Austin and Texas State Technical College in Waco, Texas.³

12. Opera advertised the Accused Instrumentalities directly to Texans in 2011, 2012, and 2013 during various technology conferences sponsored in part by Opera, including but not limited to events held in Austin, Texas.⁴

13. In 2011, Opera also co-hosted a least one conference in Dallas, Texas, where it charged \$995.00 for the cost of admission and advertised and discussed the Accused Instrumentalities.⁵

14. In 2015, Opera’s subsidiary, Opera Mediaworks, acquired Dallas-based Yvolver Inc., to become became part of Opera’s mobile ad platform, which is incorporated into the Accused Instrumentalities.⁶

15. Upon information and belief, through the Accused Instrumentalities, Opera “generate[s] revenue mainly through agreements with [Opera’s] search partners and partners that deliver services and advertisements to [Opera’s] users.” *See*

<https://www.sec.gov/Archives/edgar/data/1737450/000114420418040447/tv499398-424b4.htm>

² *Id.*

³ *See, e.g.*, <https://dev.opera.com/blog/university-talk-resources-march-2010-html5-css3-slides/>.

⁴ *See, e.g.*, <https://dev.opera.com/blog/conference-march/>; <https://dev.opera.com/blog/singing-an-opera-at-sxswi-2012/>; and <https://dev.opera.com/blog/sxsw-2013-proposals/>.

⁵ <https://dev.opera.com/blog/opera-and-breaking-developer-conference-affle/>.

⁶ <https://www.wsj.com/articles/DJFVW00120150814eb8eodmwy>.

(“We generate revenue mainly through agreements with our search partners and partners that deliver services and advertisements to our users.”).

16. Opera is subject to this Court’s specific and general personal jurisdiction due at least to Opera’s substantial business in this forum, including (i) at least a portion of the infringements alleged herein; or (ii) 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 District.

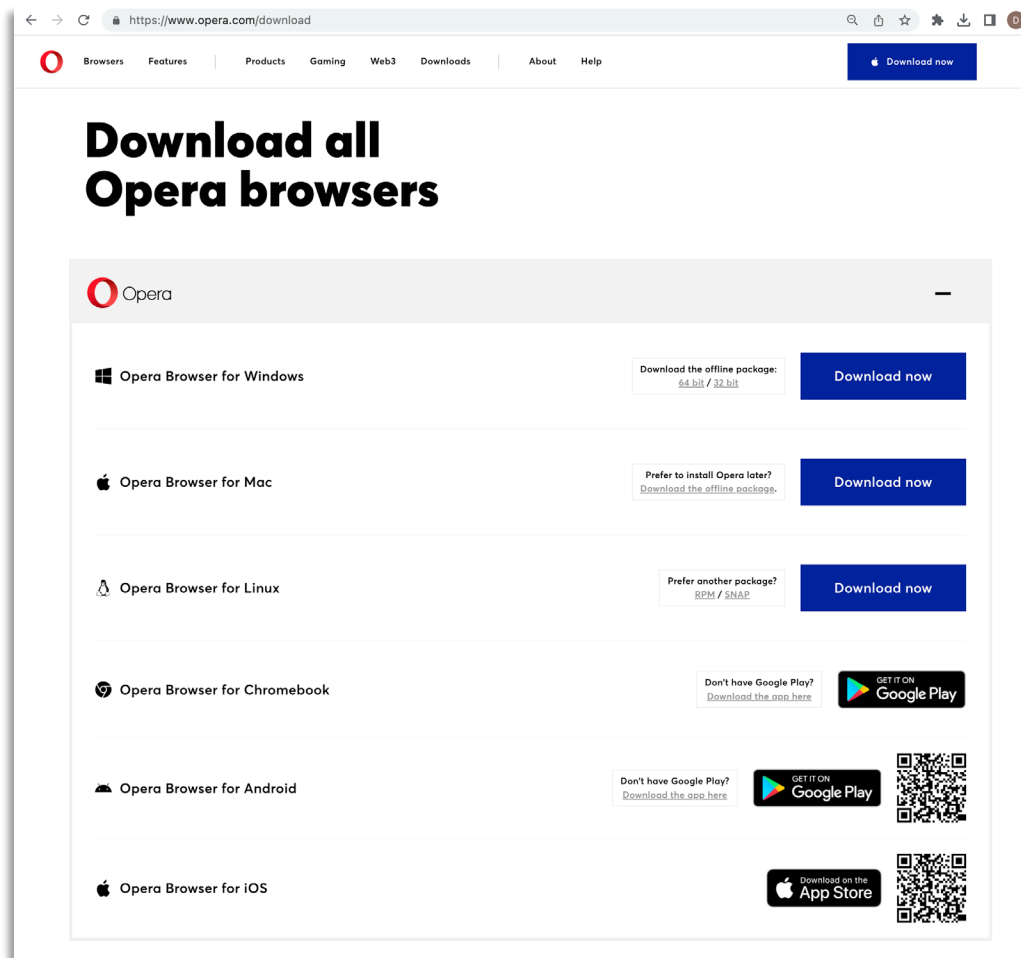
17. Opera intends to and does business in Texas, directly or through intermediaries, and offers products or services, including those accused herein of infringement, to customers and potential customers located in Texas, including in this District, with respect to the Accused Instrumentalities.

18. Opera commits acts of infringement in this District, including, but not limited to, use of the Accused Instrumentalities and inducement of third parties to use the Accused Instrumentalities.

19. Opera has committed and continues to commit acts of infringement in this State and in this District.

20. Upon information and belief, Opera knowingly and repeatedly transmits computer files over the internet, using the Accused Instrumentalities, to residents of this State and District. *See Mink v. AAAA Dev. LLC*, 190 F.3d 333, 336 (5th Cir. 1999) (“[Personal jurisdiction is proper] where a defendant clearly does business over the Internet by entering into contracts with residents of other states which ‘involve the knowing and repeated transmission of computer files over the Internet.’”).

21. Upon information and belief, residents of this State and District download the Accused Instrumentalities directly from Opera’s website www.opera.com. See www.opera.com/download; see also <https://www.tigerdroppings.com/rant/tech/opera-web-browser--built-in-vpn--best-browsing-experience/68354057/>.



22. Upon information and belief, Opera knowingly and repeatedly transmits files to residents in this State and District to update the Accused Instrumentalities after the initial installation. See <https://help.opera.com/en/latest/crashes-and-issues/#updateBrowser> (“Your Opera browser will automatically download an update when one becomes available. Relaunching your browser will complete the update. You can review what has been updated – bug fixes, improvements, and new feature.”).

23. Upon information and belief, Opera has sold, offered for sale, sells, and/or offers to sell Opera's products and services, including the Accused Instrumentalities, to residents of this State and District on its website www.opera.com. *See, e.g.*, <https://www.opera.com/features/vpn-pro> (“[B]rowse with enhanced privacy for just \$3.99 per month”); <https://www.opera.com/products>.

24. Opera maintains community forums that allow Texas residents to ask Opera employees and other community members (including other Texas residents) questions about the Accused Instrumentalities. *See, e.g.*, www.forums.opera.com.

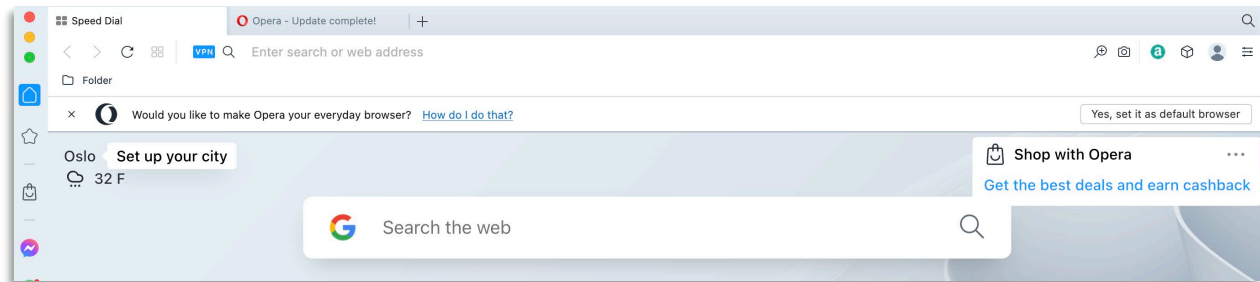
25. Upon information and belief, Opera maintains community forums specifically dedicated to questions concerning one or more key features of the Accused Instrumentalities. *See, e.g.*, <https://forums.opera.com/tags/zoom>; <https://forums.opera.com/tags/bookmark>.

26. Upon information and belief, residents of this State and District use, have used, contribute, or have contributed to Opera's community forums, which support the Accused Instrumentalities. *See, e.g.*, <https://forums.opera.com/topic/44948/the-add-my-news-site-to-news-feed-topic-opera-mini/97>; <https://forums.opera.com/topic/27548/opera-cant-keep-cookies/4>; <https://forums.opera.com/topic/23878/is-vpn-with-problem-now/200?page=8&lang=en-US>; <https://forums.opera.com/topic/43224/solved-no-sign-in-button-visible-in-opera-as-is-in-chrome/3?lang=en-US>.

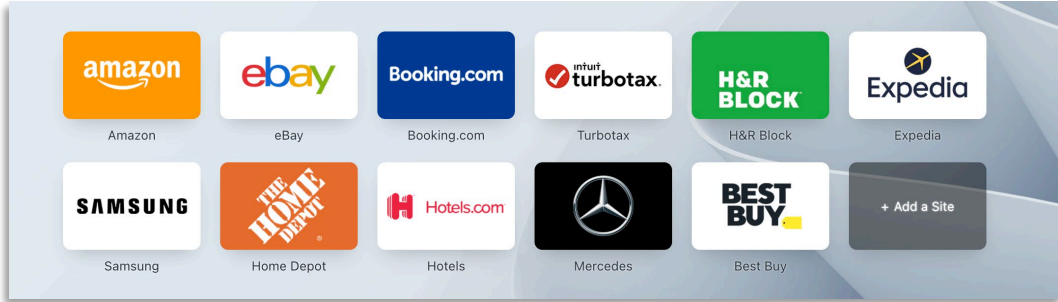
27. Upon information and belief, Opera enters into contracts with businesses operating in this State and District relating to the Accused Instrumentalities. This includes businesses with corporate offices and/or U.S. headquarters in this State and/or District, including, but not limited to, J.C. Penney's, Dell Technologies, Randalls, GameStop, Sally Beauty, AT&T Inc., Samsung, Sam's Club, and Roku. *See, e.g.*, <https://cashback.opera.com/us/>.

28. Upon public information and belief, Opera also profits from advertising products and services of businesses operating in this District through the Accused Instrumentalities, including, but not limited to, through cash-back deals, to residents of this State and District. *See* <https://cashback.opera.com/us/faq> (“We cooperate with hundreds of online stores worldwide and as a result of this cooperation, we receive an agreed commission (usually it’s a % of the sale amount, but may differ in some cases) of all the online sales generated by cashback users. Cashback is a part of this commission we receive from retailers, which then we can share with you as a cashback reward.”).

29. Opera advertises products and services of businesses operating in this District directly to residents of this State and District through Opera’s website at <https://cashback.opera.com/us/> and through Opera’s mobile and desktop applications, including but not limited to, through Opera’s “Shop with Opera” tool, which are incorporated into the Accused Instrumentalities.



30. Upon public information and belief, Opera profits from advertising these products and services to residents of this State and District through the Accused Instrumentalities, available online and as mobile and desktop applications. *See* <https://investor.opera.com/news-releases/news-release-details/opera-reports-record-results-fourth-quarter-and-full-year-2022> (“Core search and advertising revenue grew 34% year-over-year, driven by continued ARPU growth of our browser and news user base as well as our Opera Ads platform.”).



31. Upon public information and belief, Opera contracts with third parties to store data associated with the Accused Instrumentalities in servers physically located in Dallas, Texas, associated with, at least, the following IP addresses: 104.18.3.211; 104.18.2.211; 172.71.168.2; 172.71.172.2; and 172.71.164.2. *See, e.g.,* <https://www.maxmind.com/en/geoip-demo>.

```
% nslookup download5.operacd.com
Server:      192.168.86.1
Address:    192.168.86.1#53

Non-authoritative answer:
Name:   download5.operacd.com
Address: 104.18.3.211
Name:   download5.operacd.com
Address: 104.18.2.211

% traceroute 104.18.2.211
traceroute to 104.18.2.211 (104.18.2.211), 64 hops max, 52 byte packets

 3 * * *
 4 * * *
 5 ae1.pr02.dfw101.googlefiber.net (192.119.17.142)  14.644 ms  15.425 ms  16.075 ms
 6 * 111100.dal.equinox.com (206.223.118.145)  16.669 ms *
 7 172.71.168.2 (172.71.168.2)  19.973 ms
  172.71.172.2 (172.71.172.2)  15.049 ms
  172.71.164.2 (172.71.164.2)  16.693 ms
 8 * 104.18.2.211 (104.18.2.211)  18.771 ms  40.113 ms
```


GeoIP2 City Plus Database Results

IP Address	Location	Network	Postal Code	Approximate Coordinates*	Accuracy Radius (km)	ISP	Organizior
172.71.168.2	Dallas, Texas, United States, North America	172.71.168.0/21	75270	32.7797, -96.8022	20	Cloudflare	Cloudflare
172.71.172.2	Dallas, Texas, United States, North America	172.71.168.0/21	75270	32.7797, -96.8022	20	Cloudflare	Cloudflare
172.71.164.2	Dallas, Texas, United States, North America	172.71.164.0/22	75270	32.7797, -96.8022	20	Cloudflare	Cloudflare

32. Upon public information and belief, Opera uses the data stored in these servers located in Dallas, Texas, to deliver the Accused Instrumentalities to residents in this State and in this District. *See, e.g.*, <https://www.wireshark.org/>.

DNS	78	Standard query	0x6b88	HTTPS	download.opera.com
DNS	78	Standard query	0xc834	A	download.opera.com
DNS	163	Standard query response	0xc834	A	download.opera.com CNAME download.geo.opera.com CNAME
DNS	183	Standard query response	0x6b88	HTTPS	download.opera.com CNAME download.geo.opera.com CN
DNS	82	Standard query	0xb747	A	download5.operacdn.com
DNS	114	Standard query response	0xb747	A	download5.operacdn.com A 104.18.3.211 A 104.18.2.211

33. Venue is proper in this district pursuant to 28 U.S.C. §§ 1400(b) and 1391(c). *See also In re HTC Corporation*, 889 F.3d 1349, 1357 (Fed. Cir. 2018).

THE ACCUSED INSTRUMENTALITIES

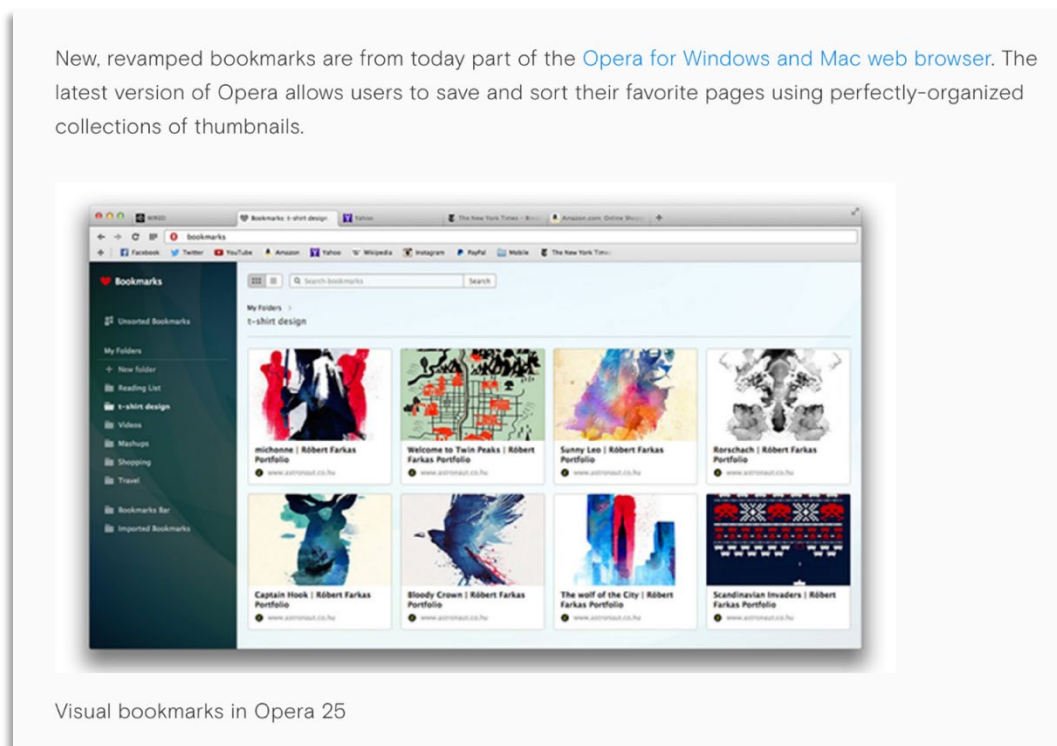
34. Better Browsing repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

35. Opera makes, has made, uses, causes to be used, imports, provides, supplies, distributes, or offers web browser products and tools, including but not limited to, Opera’s Browser software, application, and features, in conjunction with associated hardware and software.

36. Based upon public information, Opera owns, operates, advertises, controls, sells, imports, and/or offers for sale, and instructs its subsidiaries, affiliates, and end users to use the hardware, software, and functionality that allows users to use the Opera Browser to operate and display web browser functions through marketed products and features, including, but not limited to, Opera Web Browser, including but not limited to functionality employed in Opera Bookmarks, Opera Speed Dial, Opera Pinboards, and related hardware, software, and functionalities (“Accused Instrumentalities”).

37. The Accused Instrumentalities are available at <https://www.opera.com/>. Users may download and access the Accused Instrumentalities through their mobile phones, tablets, and computers, including but not limited to, the phones, tablets, and computers used by Opera’s employees and customers.

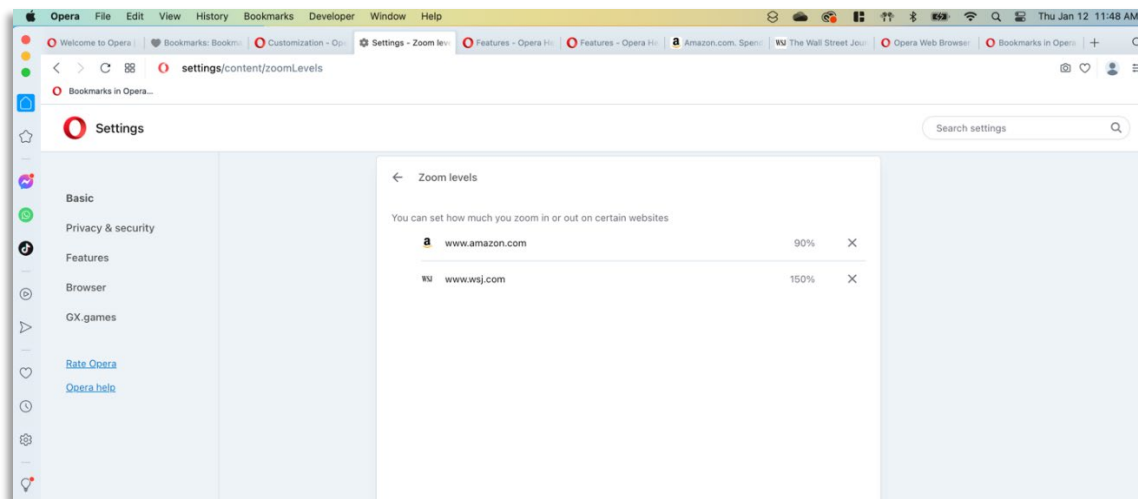
38. Opera markets the Accused Instrumentalities on its website, including, but not limited to, for example, the Opera Bookmarks features:

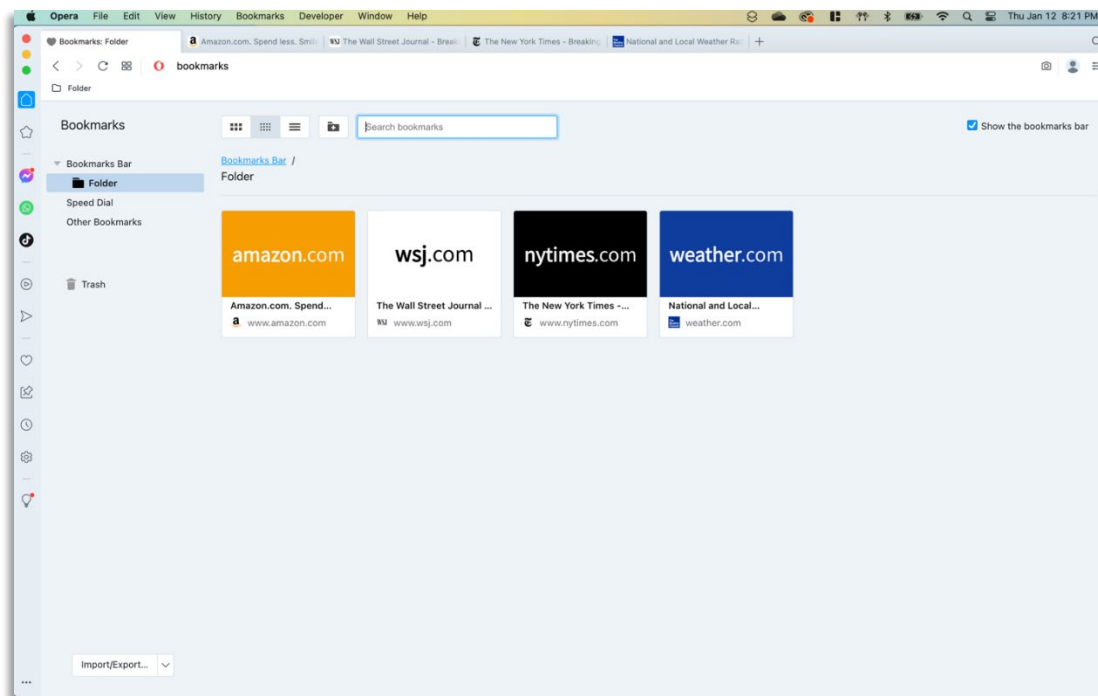
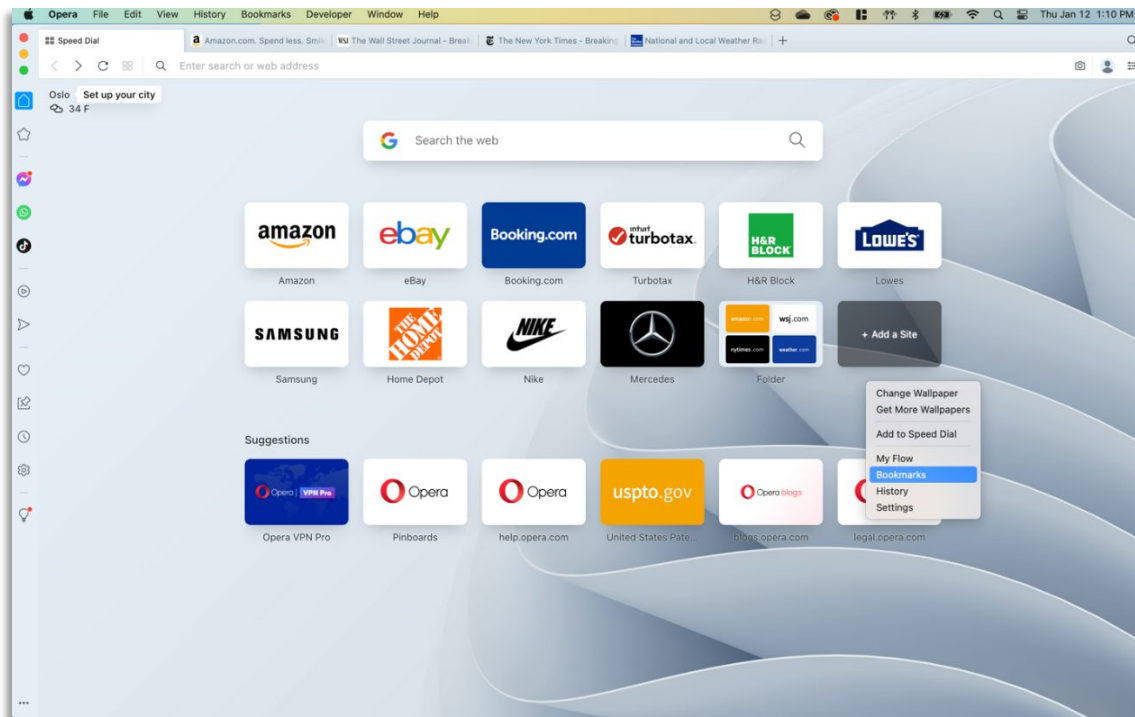


39. Opera advertises that its “new visual approach lets users choose a thumbnail for each new bookmark from the webpage itself. This transforms bookmarks into a collection of favorites – websites, products, memories, and more.” See <https://press.opera.com/2014/10/15/visual-bookmarks-debut-in-new-opera-browser/>.

“Over the past year, we did a great deal of research in order to understand what bookmarking options people are looking for today,” says Zhenis Beisekov, Product Manager of Desktop Products at Opera Software. “We realized that many people use bookmarks as a way of tracking their memories, like travel inspiration or a fascinating article. And, since our memories are often visual, we decided to redesign the whole concept of bookmarking.”

Traditional bookmarking systems simply note the location of the page. Opera’s new visual approach lets users choose a thumbnail for each new bookmark from the webpage itself. This transforms bookmarks into a collection of favorites – websites, products, memories, and more.





COUNT I: INFRINGEMENT OF U.S. PATENT NO. 11,150,779

40. Better Browsing repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

41. The USPTO issued the ‘779 patent on October 19, 2021, after full and fair examination of Application No. 16/361,020 which was filed on March 21, 2019. *See* ‘779 patent at p. 1.

42. Better Browsing owns all rights, interest, and title in and to the ‘779 patent, including the sole and exclusive right to prosecute this action and enforce the ‘779 patent against infringers, and to collect damages for all relevant times.

43. The claims of the ‘779 patent are not directed to an abstract idea. For example, claim 1 of the ‘779 patent recites a specific and multi-step method to operate zoom and group bookmarking functions in a web browser concurrently connected to a plurality of website domains via a network. The claimed inventions of the ‘779 patent are not limited to well-understood, routine, or conventional activity. Rather, the claimed inventions include inventive components that improve upon the experience of accessing and viewing pages on the Internet and operating a web browser concurrently connected to a plurality of website domains.

44. The written description of the ‘779 patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patently distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

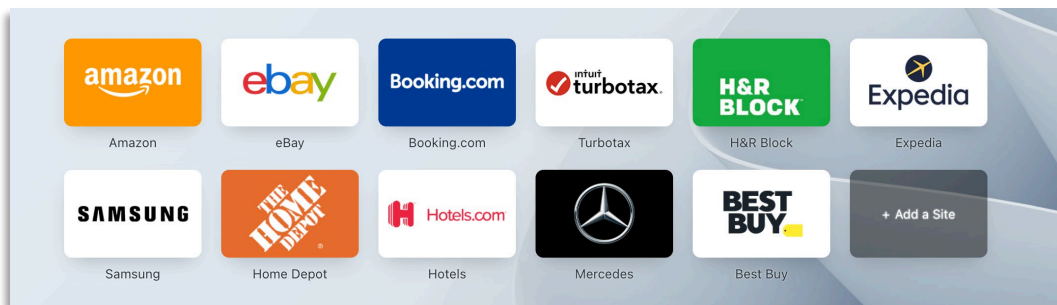
45. Opera has directly infringed the ‘779 patent by making, having made, using, testing, providing, supplying, distributing, selling, marketing, or offering the Accused Instrumentalities to customers.

46. Opera has directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '779 patent.

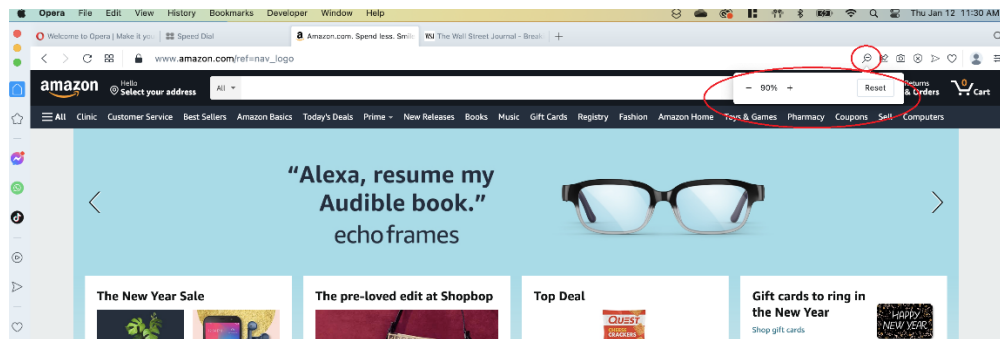
47. The method performed and supplied by the Accused Instrumentalities includes the steps of: A computerized method for operating zoom and group bookmarking functions in a web browser concurrently connected to a plurality of website domains via a network, the computerized method comprising: loading, by the web browser, in a web browser instance, a plurality of webpages comprising text and image content, each webpage corresponding to a website from the plurality of website domains to which the browser is concurrently connected; receiving a user indication of a selection of a webpage, from among the plurality of webpages, and in response to receipt of such indication, causing the web browser to display the selected webpage in an active window of the web browser instance; displaying a zoom icon in a web browser display, wherein said zoom icon directly controls a zoom function for the selected webpage displayed in the active window of the web browser, wherein appearance of the zoom icon indicates a current zoom factor for said webpage; receiving a user indication of a selection of said zoom icon and, in response to receipt of such indication causing the web browser to perform the following actions for the selected webpage displayed in the active window of the web browser: change the current zoom factor for the selected webpage displayed in the active window without altering another of said plurality of webpages; and change appearance of the zoom icon to indicate the changed zoom factor for said selected webpage; wherein changing the zoom factor enlarges or makes smaller the selected webpage displayed in the active window without altering another of said plurality of webpages; displaying a selectable group bookmark icon in the web browser display, wherein said group bookmark icon controls a group bookmarking function for the plurality of webpages associated with the plurality of website domains to which the browser is concurrently connected; receiving a

user indication of a selection of said group bookmark icon and, in response to receipt of such indication, causing the web browser to perform the following actions: generate a group bookmark comprising a data structure storing at least the plurality of uniform resource locators associated with the plurality of website domains to which the web browser is concurrently connected; and save the generated group bookmark in memory.

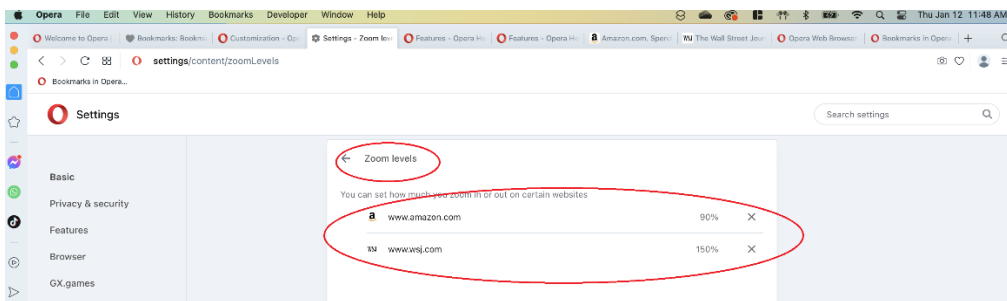
48. For instance, Opera, using the Accused Instrumentalities, makes, has made, uses, provides, supplies, distributes, sells, markets, or offers the Opera browser, which performs a method of operating zoom and group bookmarking functions in a web browser concurrently connected to a plurality of website domains via a network. The Opera web browser loads a plurality of webpages in a browser with content corresponding to a website to which the browser is connected.



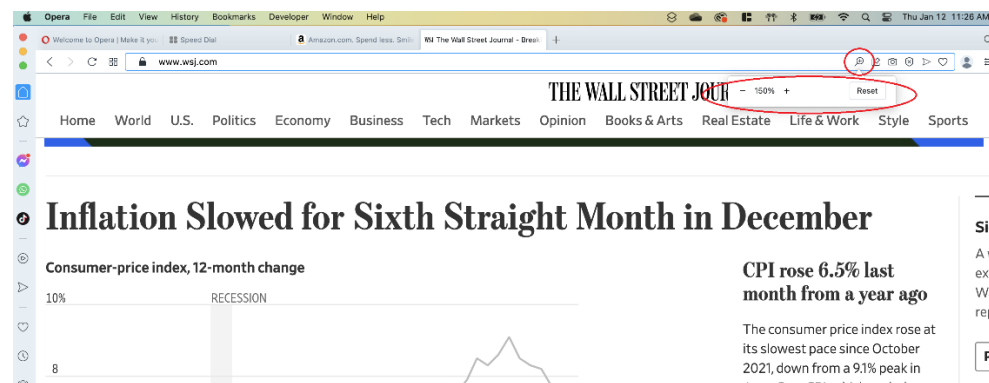
The user selects the webpage, which is loaded into a window. The window displays a zoom icon, which controls zoom functionality.



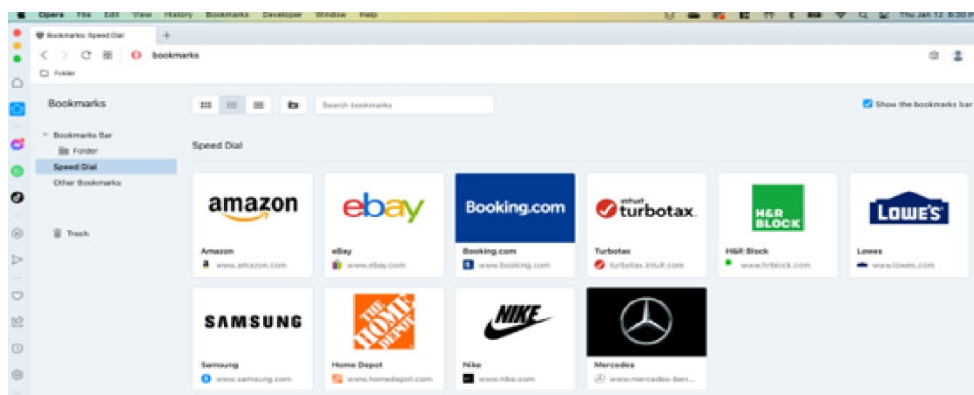
The icon is used to change the zoom factors for the webpage without altering other webpages.



Changing the zoom factor enlarges or shrinks the selected webpage displayed in the active window without altering another of said plurality of webpages.



Opera also displays a selectable group bookmark icon in the web browser display, among other claimed features.



49. Better Browsing has been damaged as a result of the infringing conduct by Opera alleged above. Opera is liable to Plaintiff in an amount that compensates it for such infringements, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

50. Better Browsing or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the '779 patent.

51. Since at least the time of receiving this Complaint, Opera has also indirectly infringed and continues to indirectly infringe the '779 patent by inducing others to directly infringe the '779 patent. Opera has induced and continues to induce end-users, including Opera's customers, as well as affiliates, subsidiaries, franchisees, and Opera's employees, to directly infringe, either literally or under the doctrine of equivalents, the '779 patent by downloading and/or using the Accused Instrumentalities. Opera took active steps, directly or through contractual relationships with others, with the specific intent to cause them to use the Accused Instrumentalities in a manner that infringes one or more claims of the '779 patent, including, for example, claim 1 of the '779 patent. Such steps by Opera include, among other things, advising or directing personnel, contractors, affiliates, subsidiaries, franchisees, or end-users to make or use the Accused Instrumentalities in an infringing manner; advertising and promoting the use of the Accused Instrumentalities in an infringing manner; or distributing instructions that guide users to use the Accused Instrumentalities in an infringing manner. Opera is performing these steps, which constitutes induced infringement with the knowledge of the '779 patent and with the knowledge that the induced acts constitute infringement. Opera is aware that the normal and customary use

of the Accused Instrumentalities by others would infringe the '779 patent. Opera's inducement is ongoing.

52. Opera has also indirectly infringed by contributing to the infringement of the '779 patent. Opera has contributed to the direct infringement of the '779 patent by its personnel, contractors, and customers. The Accused Instrumentalities have special features that are specially designed to be used in an infringing way and that have no substantial uses other than ones that infringe one or more claims of the '779 patent, including, for example, claim 1 of the '779 patent. The special features include, for example, the method recited in claim 1, including all the intermediary steps, that allow the claimed method to operate zoom and group bookmarking functions in a web browser concurrently connected to a plurality of website domains via a network. The special features constitute a material part of the invention of one or more of the claims of the '779 patent and are not staple articles of commerce suitable for substantial non-infringing use. Opera's contributory infringement is ongoing.

53. Opera has had knowledge of the '779 patent at least as of the date when it was notified of the filing of this action.

54. Furthermore, on information and belief, Opera has a policy or practice of not reviewing the patents of others (including instructing its employees to not review the patents of others), and thus has been willfully blind of Better Browsing's patent rights.

55. Opera's actions are at least objectively reckless as to the risk of infringing a valid patent and this objective risk was either known or should have been known by Opera.

56. Opera's direct and indirect infringement of the '779 patent is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of Plaintiff's rights under the patent.

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

58. Better Browsing has suffered irreparable harm, through its loss of market share and goodwill, for which there is no adequate remedy at law. Better Browsing has and will continue to suffer this harm by virtue of Opera's infringement of the '779 patent. Opera's actions have interfered with and will interfere with Better Browsing's ability to license technology. The balance of hardships favors Better Browsing's ability to commercialize its own ideas and technology. The public interest in allowing Better Browsing to enforce its right to exclude outweighs other public interests, which supports injunctive relief in this case.

COUNT II: INFRINGEMENT OF U.S. PATENT NO. 8,838,736

59. Better Browsing repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

60. The USPTO issued the '736 patent on September 16, 2014, after full and fair examination of Application No. 13/207,333, filed on August 10, 2011. *See* '736 patent at p. 1.

61. Better Browsing owns all rights, interest, and title in and to the '736 patent, including the sole and exclusive right to prosecute this action and enforce the '736 patent against infringers, and to collect damages for all relevant times.

62. The claims of the '736 patent are not directed to an abstract idea. For example, claim 1 of the '736 patent recites a method to operate zoom function on a web browser. The claimed inventions of the '736 patent are not limited to well-understood, routine, or conventional activity. Rather, the claimed inventions include inventive components that improve upon the experience of

accessing and viewing pages on the Internet and operating a web browser concurrently connected to a plurality of website domains.

63. The written description of the '736 patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patently distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

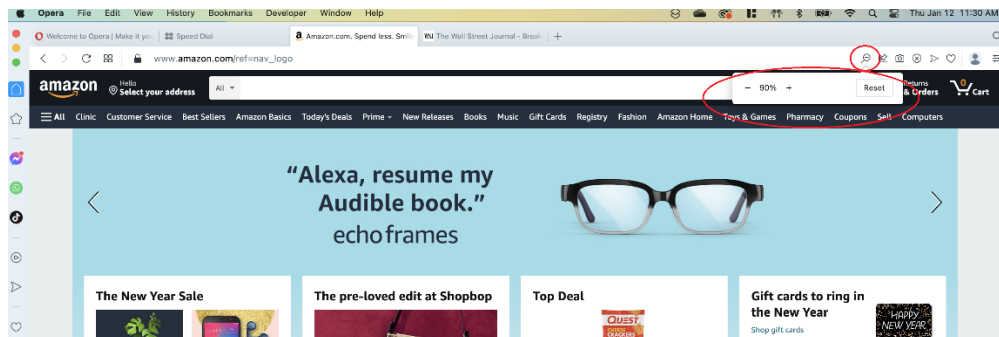
64. Opera has directly infringed the '736 patent by making, having made, using, testing, providing, supplying, distributing, selling, marketing, or offering the Accused Instrumentalities to customers.

65. Opera has directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '736 patent.

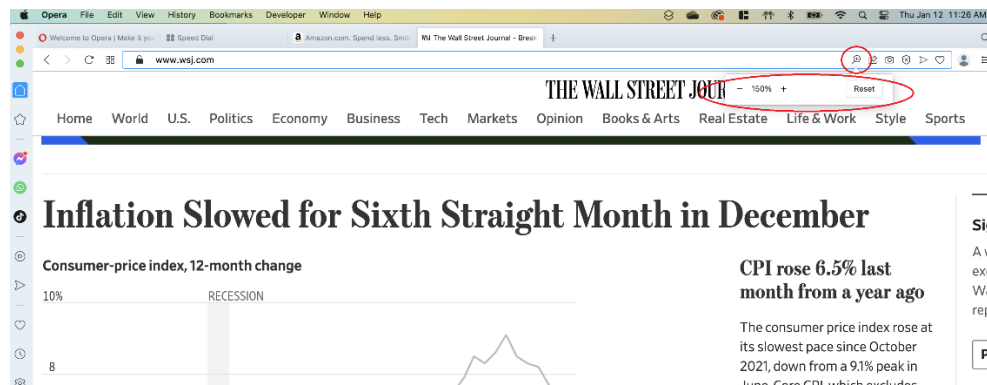
66. The methods performed and supplied by Opera includes a method for a zoom function on a web browser, comprising: presenting to a user an icon shown on a web browser display wherein said icon directly controls a zoom function (hereinafter: the zoom icon) for webpages displayed in at least an active window, wherein appearance of the zoom icon indicates a current zoom factor; wherein a selection of said zoom icon directly causes the web browser to perform both the following actions: changing zoom factor for one or more selected webpages displayed in said at least an active window; and changing appearance of the zoom icon to indicate the current zoom factor for said one or more selected webpages..

67. For instance, Opera, using the Accused Instrumentalities, makes, has made, uses, provides, supplies, distributes, sells, markets, or offers the Opera browser, which performs a

method of operating zoom function. The Opera browser displays a zoom icon, which controls zoom functionality.



The icon is used to change the zoom factors of an active webpage, and changing the zoom factor enlarges or shrinks the selected webpage displayed in the active window and also changes the zoom icon to indicate the change.



68. Better Browsing has been damaged as a result of the infringing conduct by Opera alleged above. Opera is liable to Plaintiff in an amount that compensates it for such infringements, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

69. Better Browsing or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the ‘736 patent.

70. Since at least the time of receiving this Complaint, Opera has also indirectly infringed and continues to indirectly infringe the ‘736 patent by inducing others to directly infringe the ‘736 patent. Opera has induced and continues to induce end-users, including Opera’s customers, as well as affiliates, subsidiaries, franchisees, and Opera’s employees, to directly infringe, either literally or under the doctrine of equivalents, the ‘736 patent by downloading and/or using the Accused Instrumentalities. Opera took active steps, directly or through contractual relationships with others, with the specific intent to cause them to use the Accused Instrumentalities in a manner that infringes one or more claims of the ‘736 patent, including, for example, claim 1 of the ‘736 patent. Such steps by Opera include, among other things, advising or directing personnel, contractors, affiliates, subsidiaries, franchisees, or end-users to make or use the Accused Instrumentalities in an infringing manner; advertising and promoting the use of the Accused Instrumentalities in an infringing manner; or distributing instructions that guide users to use the Accused Instrumentalities in an infringing manner. Opera is performing these steps, which constitutes induced infringement with the knowledge of the ‘736 patent and with the knowledge that the induced acts constitute infringement. Opera is aware that the normal and customary use of the Accused Instrumentalities by others would infringe the ‘736 patent. Opera’s inducement is ongoing.

71. Opera has also indirectly infringed by contributing to the infringement of the ‘736 patent. Opera has contributed to the direct infringement of the ‘736 patent by its personnel, contractors, and customers. The Accused Instrumentalities have special features that are specially designed to be used in an infringing way and that have no substantial uses other than ones that infringe one or more claims of the ‘736 patent, including, for example, claim 1 of the ‘736 patent. The special features include, for example, the method recited in claim 1, including all the

intermediary steps, that allow the claimed method to operate zoom functions in a web browser. The special features constitute a material part of the invention of one or more of the claims of the '736 patent and are not staple articles of commerce suitable for substantial non-infringing use. Opera's contributory infringement is ongoing.

72. Opera has had knowledge of the '736 patent at least as of the date when it was notified of the filing of this action.

73. Furthermore, on information and belief, Opera has a policy or practice of not reviewing the patents of others (including instructing its employees to not review the patents of others), and thus has been willfully blind of Better Browsing's patent rights.

74. Opera's actions are at least objectively reckless as to the risk of infringing a valid patent and this objective risk was either known or should have been known by Opera.

75. Opera's direct and indirect infringement of the '736 patent is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of Plaintiff's rights under the patent.

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

77. Better Browsing has suffered irreparable harm, through its loss of market share and goodwill, for which there is no adequate remedy at law. Better Browsing has and will continue to suffer this harm by virtue of Opera's infringement of the '736 patent. Opera's actions have interfered with and will interfere with Better Browsing's ability to license technology. The balance of hardships favors Better Browsing's ability to commercialize its own ideas and technology. The

public interest in allowing Better Browsing to enforce its right to exclude outweighs other public interests, which supports injunctive relief in this case.

JURY DEMAND

78. Plaintiff hereby requests a trial by jury on all issues so triable by right.

PRAYER FOR RELIEF

79. WHEREFORE, Better Browsing requests that the Court find in its favor and against Opera, and that the Court grant Better Browsing the following relief:

- a. Judgment that one or more claims of the Asserted Patents has been infringed, either literally or under the doctrine of equivalents, by Opera or all others acting in concert therewith;
- b. A permanent injunction enjoining Opera and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in concert therewith from infringement of the Asserted Patents; or, in the alternative, an award of a reasonable ongoing royalty for future infringement of the Asserted Patents by such entities;
- c. Judgment that Opera account for and pay to Better Browsing all damages to and costs incurred by Better Browsing because of Opera's infringing activities and other conduct complained of herein;
- d. Judgment that Opera's infringements be found willful, and that the Court award treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284;
- e. Pre-judgment and post-judgment interest on the damages caused by Opera's infringing activities and other conduct complained of herein;

- f. That this Court declare this an exceptional case and award Better Browsing its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and
- g. All other and further relief as the Court may deem just and proper under the circumstances.

Dated: April 12, 2023

Respectfully submitted,

By: /s/ James F. McDonough, III

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY on this 12 April 2023, I caused to be electronically-filed the foregoing document with the Clerk of Court using the Court's CM/ECF system. As such, this document was served on all counsel who are deemed to have consented to electronic service.

By: /s/ James F. McDonough, III

James F. McDonough, III