

UNITED STATES DISTRICT COURT  
DISTRICT OF DELAWARE

**GET OUT AHEAD, LLC,**  
Plaintiff

v.

**WIRE INDUSTRIES, INC. (f/k/a  
WAGERWIRE, LLC),**  
Defendant

Case No. 24-cv-\_\_\_\_\_

**JURY TRIAL DEMANDED**

**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Get Out Ahead, LLC (“Plaintiff”) hereby files this Original Complaint for Patent Infringement against Defendant Wire Industries, Inc. *f/k/a* WagerWire, LLC (“WagerWire” or “Defendant”), and alleges, upon information and belief, as follows:

**THE PARTIES**

1. Get Out Ahead, LLC is a limited liability company organized and existing under the laws of the State of Nevada with its principal place of business at 3800 Howard Hughes Parkway, Suite 1000, Las Vegas, Nevada 89169.
2. Plaintiff Get Out Ahead, LLC was formed in 2014 at a time when the Professional and Amateur Sports Protection Act of 1992 (“PASPA”) made it illegal to wager on athletic events in the United States. Only years later, in 2018, was PASPA declared unconstitutional by the United States Supreme Court, thereby opening the door for online sports wagering and the proliferation of mobile wagering platforms offering infringing “cash-out” technologies. *See Murphy v. National Collegiate Athletics Association*, 138 S.Ct. 1461 (2018).

3. Plaintiff Get Out Ahead, LLC was an early recognizer of the potential need for online players to optionally “cash-out” of an open wager by initiating a partial sale thereof. Indeed, Get Out Ahead, LLC was an industry pioneer in this regard, including developing and marketing a robust software platform designed to implement the technologies as described and claimed in the Asserted Patents (as defined and described herein below). The technology and wagering platform developed by Get Out Ahead became well known in the industry as a result of Get Out Ahead, LLC’s marketing efforts, and but for the legal obstacles present in PASPA, would have likely been widely implemented prior to 2018.
4. Upon information and belief, Defendant Wire Industries, Inc. is a domestic for-profit corporation organized and existing under the laws of the State of Delaware, with a principal place of business located in Los Angeles, California. Defendant may be served through its registered agent in the State of Delaware at Cogency Global, Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904. On information and belief, Defendant Wire Industries is the successor entity to the entity formerly known as WagerWire, LLC, which was a limited liability company organized under the laws of the State of California in 2018. Via a Certificate of Merger filed with the Secretary of State of California on July 23, 2021, WagerWire, LLC ceased existence as an entity, and is survived by Defendant Wire Industries, Inc.

#### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction over this case under 28 U.S.C. §§ 1331 and 1338(a).
6. This Court has personal jurisdiction over Defendant. On information and belief, Defendant has continuous and systematic business contacts with the State of Delaware. On

information and belief, Defendant maintains physical offices and employees in the State of Delaware, and is formed under the laws of the State of Delaware. As such, Defendant is domiciled and resides in the State of Delaware. *See TC Heartland LLC v. Kraft Foods Group Brands LLC*, 581 U.S. 258, 262 (2017). Moreover, on information and belief, Defendant generates substantial revenues in this District from its infringing Mobile Wagering Platform and Service.

7. On information and belief, WagerWire provides a plurality of gambling and event wagering services, including but not limited to providing and supporting its branded Mobile Wagering Platform and Service, which is comprised of hardware (including servers) and software (including source code). On information and belief, such hardware and software are made, used, sold, offered for sale, and tested on the authority and under the direction of WagerWire. Such branded Mobile Wagering Platform and Service of WagerWire is directly accessible to users in the United States through the Internet domains and mobile applications of WagerWire.
8. Venue is proper in the District of Delaware as to Defendant pursuant to at least 28 U.S.C. §§ 1391(b) and (c) and 1400(b). As noted above, Defendant maintains a regular and established business presence in this District, or is otherwise domiciled and resides in the State of Delaware.

#### **PATENTS-IN-SUIT**

9. Plaintiff is the sole and exclusive owner, by assignment, of U.S. Patent Nos. 9,911,270 (“the ’270 Patent”) (Ex. A) and 10,204,479 (“the ’479 Patent”) (Ex. B) (hereinafter collectively referred to as “the Asserted Patents”).

10. By operation of law, the Asserted Patents were originally issued and jointly vested to the named inventors: (i) Dominic J. LaRocca; (ii) Daniel Mark Tuckett; (iii) Joshua Tyler Pearl; and (iv) Zachary Lax, as of the date of their respective issuances in 2018 and 2019. *See* 35 U.S.C. § 261; *Schwendimann v. Arkwright Advanced Coating, Inc.*, 959 F.3d 1065, 1072 (Fed. Cir. 2020); *Suppes v. Katti*, 710 Fed. Appx. 883, 887 (Fed. Cir. 2017); *Taylor v. Taylor Made Plastics, Inc.*, 565 Fed. Appx. 888, 889 (Fed. Cir. 2014). The named inventors, by way of a certain written instruments, assigned all rights, title, and interest in the Asserted Patents to Plaintiff Get Out Ahead, LLC. Those written instruments include the following: (i) Assignment of Application No. 15/047529, executed February 4/5, 2016, and filed with the United States Patent and Trademark Office on February 18, 2016 at Reel 037771 and Frames 0056-0062; (ii) Assignment of Application No. 15/873543, executed February 4/5, 2016, and filed with the United States Patent and Trademark Office on January 17, 2018 at Reel 044643 and Frames 0290-0296; and (iii) Notice of Assignee Address Change for each of Application Nos. 15/047509, 15/047529, 15/047536, 15/047558, and 15/873543, executed February 15, 2018, and filed with the United States Patent and Trademark Office on February 15, 2018 at Reel 045343 and Frames 0642-0643. As such, Plaintiff Get Out Ahead, LLC has sole and exclusive standing to assert the Asserted Patents and to bring these causes of action.
11. The Asserted Patents are presumptively valid, enforceable, and duly issued in full compliance with Title 35 of the United States Code.
12. The inventions described and claimed in the Asserted Patents were invented jointly by the named inventors: (i) Dominic J. LaRocca; (ii) Daniel Mark Tuckett; (iii) Joshua Tyler Pearl; and (iv) Zachary Lax. (collectively as the “patentees”).

13. The Asserted Patents each include numerous claims defining distinct inventions.
14. The priority date of each of the Asserted Patents is at least as early as June 3, 2015. Including as detailed herein, and as of the priority date, the inventions as claimed were novel, non-obvious, unconventional, and non-routine.
15. The claims of the Asserted Patents are not drawn to laws of nature, natural phenomena, or abstract ideas. Although the systems and methods claimed in the Asserted Patents are ubiquitous now (and, as a result, are widely infringed), the specific combinations of elements, as recited in the claims, were not conventional or routine at the time of the invention.
16. Further, and including the reasons as set forth herein, the claims of the Asserted Patents contain inventive concepts which transform the underlying non-abstract aspects of the claims into patent-eligible subject matter.
17. The claims of the Asserted Patents recite apparatuses and methods resulting in improved functionality of the claimed systems and represent technological improvements to the operation of computers. The claims of the Asserted Patents provide a basis for wagering platforms to track the sale of individual wagers, thereby ensuring compliance with local jurisdictional laws. *See, e.g., '479 Patent at 1:30-62.* Still further, the claims of the Asserted Patents provide a means by which wagering platforms can prevent fraud or theft, including by tracking ownership. *See id.*
18. The claims of the Asserted Patents overcome deficiencies existing in the art as of the date of invention, and comprise non-conventional approaches that transform the inventions as claimed into substantially more than mere abstract ideas. For example, as of the date of invention, “[t]he gaming establishment ha[d] no control over distributing the winnings

according to the private sale/agreement, in the event of a dispute.” *See id.* at 1:30-62. The inventions as claimed overcome this deficiency in the state of the art, and provide a means by which wagering platforms can track wager ownership, thereby increasing control over winning fund distribution. *See id.*; *see also id.* at 4:23-32.

19. The inventions as claimed further overcome the deficiencies existing in the art as of the date of invention by providing a means by which gambling platform providers could “obtain additional revenue from wagers already placed by collecting a commission on exchanged tickets.” *See id.* at 4:23-32. Still further, the inventions as claimed promote higher revenues for platform operators because, as explained by the patentees: “If users are able to liquidate part of their initial investments, users may reinvest their liquidated funds into additional wagers, resulting in more income for the wagering service.” *See id.* Such unconventional benefits are directly attributable to the inventive concepts captured in the claims of the Asserted Patents, including the claimed ability to select a ticket for partial sale, as well as the splitting of a given ticket into two “child tickets” and associating a “status” with each such child.
20. The inventions as claimed further overcome the deficiencies existing in the art as of the date of invention by providing methods and apparatuses which “offer users flexibility with their funds, as well as additional entertainment and interaction with their wagering activities.” *See id.* at 4:33-41. Among the benefits of the claimed inventions over the state of the art is that “[u]sers will not have to wait for an event to end (*e.g.*, the end of a specific sporting game or the end of a sports season) to liquidate their investment or to further interact with the wagering service.” *See id.* Still further, the inventions as claimed enhance the wagering experience in an unconventional way, including by providing a means by

which “users may monitor their wagers and sell when it is most advantageous, which is financially beneficial and provides an added layer of strategy and entertainment.” *See id.* Such benefits are directly attributable to the inventive concepts captured in the claims of the Asserted Patents, including the claimed ability to select a ticket for partial sale, as well as the splitting of a given ticket into two “child tickets” and associating a “status” with each such child.

21. The inventions as claimed are defined by inventive concepts, including the “unique aspect” of offering “the ability to trade all or a fraction of a ticket/wager/entry.” *See id.* at 15:42-53. As explained by the patentees: “By selling only a fraction of a ticket, a user may create some liquidity for himself and still retain some interest in his original investment.” *See id.* Such benefit was unconventional as of the date of invention, and the improved user experience is directly attributable to the inventive concepts captured in the claims of the Asserted Patents, including the claimed ability to select a ticket for partial sale, as well as the splitting of a given ticket into two “child tickets” and associating a “status” with each such child.
22. Still further, the claimed ability to trade all or a fraction of a given wager “may increase the sale of ‘gimmick’ bets (*e.g.*, futures, multiple team parlays, horse race Daily Doubles, Pick B's, 4's, 5's, 6's, etc.), which benefits wagering service providers.” *See id.* at 15:42-53. As explained by the patentees: “Because the user retains a partial interest in his initial investment, it continues to provide entertainment to the user and keeps the user engaged.” *See id.* Once again, such benefit was unconventional as of the date of invention, and the improved user experience (with resulting increased revenue opportunities for the provider) is directly attributable to the inventive concepts captured in the claims of the Asserted

Patents, including the claimed ability to select a ticket for partial sale, as well as the splitting of a given ticket into two “child tickets” and associating a “status” with each such child.

23. The '270 Patent was examined by Primary United States Patent Examiner Paul A. D'Agostino. During the examination of the '270 Patent, the United States Patent Examiner searched for prior art across multiple US Classifications. After giving full proper credit to the prior art and having conducted a thorough search for all relevant art and having fully considered the most relevant art known at the time, the United States Patent Examiner allowed all of the claims of the '270 Patent to issue. In so doing, it is presumed that Examiner D'Agostino used his knowledge of the art when examining the claims. *K/S Himpp v. Hear-Wear Techs., LLC*, 751 F.3d 1362, 1369 (Fed. Cir. 2014). It is further presumed that Examiner D'Agostino has experience in the field of the invention, and that the Examiner properly acted in accordance with a person of ordinary skill. *In re Sang Su Lee*, 277 F.3d 1338, 1345 (Fed. Cir. 2002). In view of the foregoing, the claims of the '270 Patent are novel and non-obvious, including over all non-cited art which is merely cumulative with the referenced and cited prior art. Likewise, the claims of the '270 Patent are novel and non-obvious, including over all non-cited contemporaneous state of the art systems and methods, all of which would have been known to a person of ordinary skill in the art, and which were therefore presumptively also known and considered by Examiner D'Agostino.
24. The '270 Patent is a pioneering patent, and has been cited as relevant prior art in multiple subsequent United States Patent Applications, including Applications Assigned to such technology leaders as The Bet Exchange and Wire Industries.



25. The '479 Patent was also examined by Primary United States Patent Examiner Paul A. D'Agostino. During the examination of the '479 Patent, the United States Patent Examiner searched for prior art across multiple US Classifications. After giving full proper credit to the prior art and having conducted a thorough search for all relevant art and having fully considered the most relevant art known at the time, the United States Patent Examiner allowed all of the claims of the '479 Patent to issue. In so doing, it is presumed that Examiner D'Agostino used his knowledge of the art when examining the claims. *K/S Himpp v. Hear-Wear Techs., LLC*, 751 F.3d 1362, 1369 (Fed. Cir. 2014). It is further presumed that Examiner D'Agostino has experience in the field of the invention, and that the Examiner properly acted in accordance with a person of ordinary skill. *In re Sang Su Lee*, 277 F.3d 1338, 1345 (Fed. Cir. 2002). In view of the foregoing, the claims of the '479 Patent are novel and non-obvious, including over all non-cited art which is merely cumulative with the referenced and cited prior art. Likewise, the claims of the '479 Patent are novel and non-obvious, including over all non-cited contemporaneous state of the art systems and methods, all of which would have been known to a person of ordinary skill in the art, and which were therefore presumptively also known and considered by Examiner D'Agostino.
26. The '479 Patent is a pioneering patent, and has been cited as relevant prior art in multiple subsequent United States Patent Applications, including Applications Assigned to such technology leaders as The Bet Exchange and Wire Industries.
27. The claims of the Asserted Patents were all properly issued, and are valid and enforceable for the respective terms of their statutory life through expiration, and are enforceable for purposes of seeking damages for past infringement even post-expiration. *See, e.g.,*

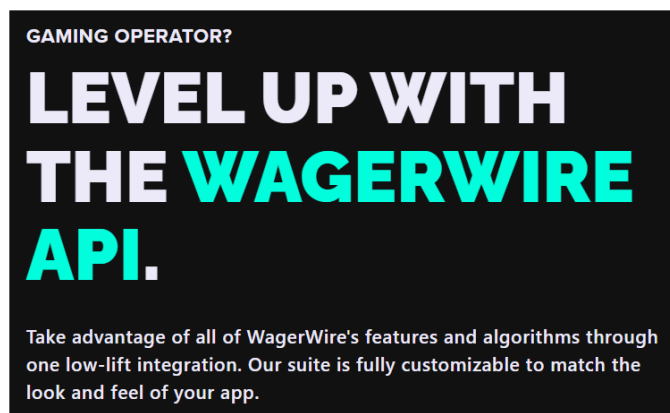
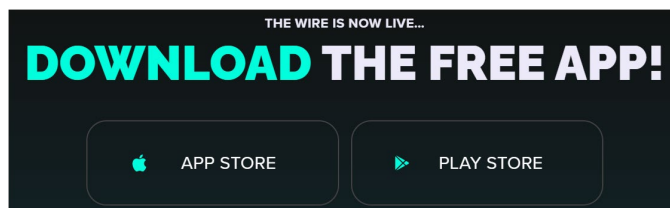
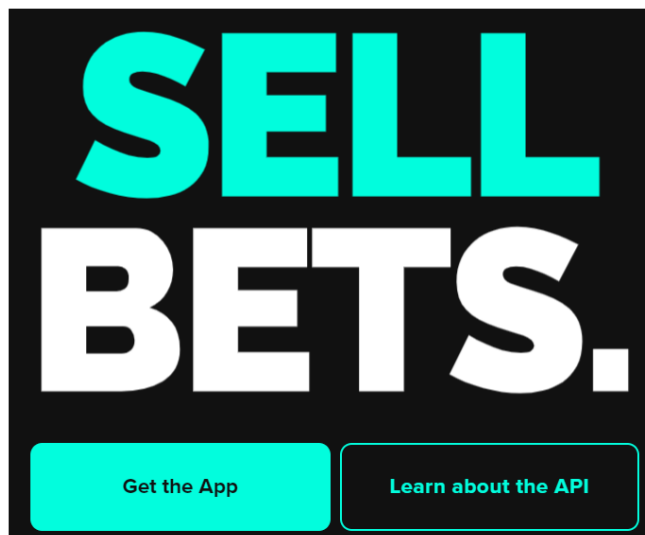
*Genetics Institute, LLC v. Novartis Vaccines and Diagnostics, Inc.*, 655 F.3d 1291, 1299 (Fed. Cir. 2011) (“[A]n expired patent is not viewed as having ‘never existed.’ Much to the contrary, a patent does have value beyond its expiration date. For example, an expired patent may form the basis of an action for past damages subject to the six-year limitation under 35 U.S.C. § 286”) (internal citations omitted).

28. The expiration dates of the Asserted Patents are at least the following: the '270 Patent expires no earlier than August 19, 2036, and the '479 Patent expires no earlier than February 18, 2036.

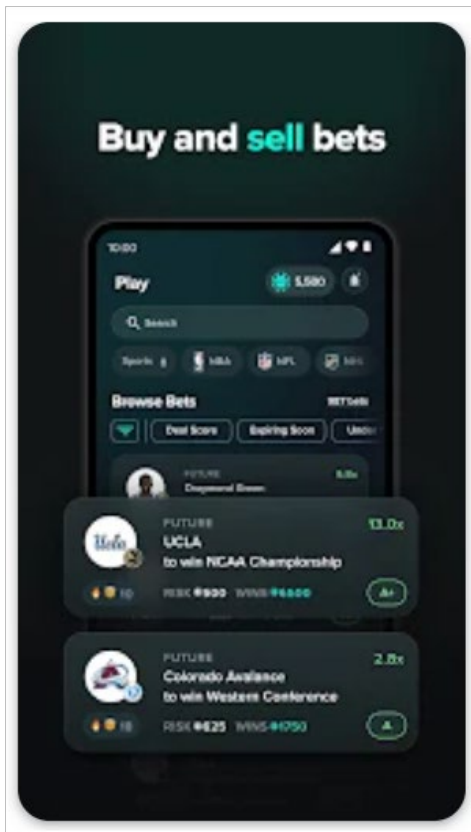
### **THE ACCUSED INSTRUMENTALITIES**

29. Upon information and belief, Defendant makes, sells, advertises, offers for sale, uses, or otherwise provides a plurality of gambling and event wagering services, including but not limited to providing and supporting its branded Mobile Wagering Platform and Service, which is comprised of hardware (including servers) and software (including source code). On information and belief, such hardware and software are made, used, sold, offered for sale, and tested on the authority and under the direction and control of WagerWire. Such branded Mobile Wagering Platform and Service of WagerWire is directly accessible to users in the United States through the Internet domains and mobile applications of WagerWire. On information and belief, the WagerWire system comprises servers and/or computers with receivers, memory, processors, and transmitters, together with the interactive Internet domains and mobile applications of WagerWire which collectively operate as a single controlled apparatus to administer the WagerWire branded Mobile Wagering Platform and Service in the United States. On information and belief, the WagerWire branded Mobile Wagering Platform and Service offered by WagerWire is

marketed as: (i) the WAGERWIRE Mobile Application; and (ii) the WAGERWIRE API. Collectively, all of the foregoing comprise the “Accused Instrumentalities.” See Figure Group A.



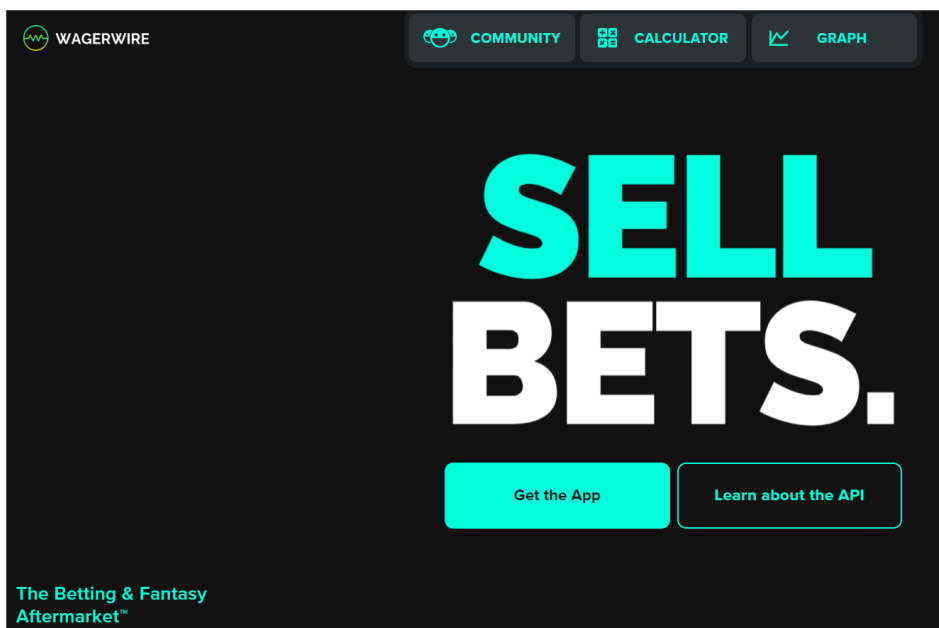
See <https://www.wagerwire.com/#api>.



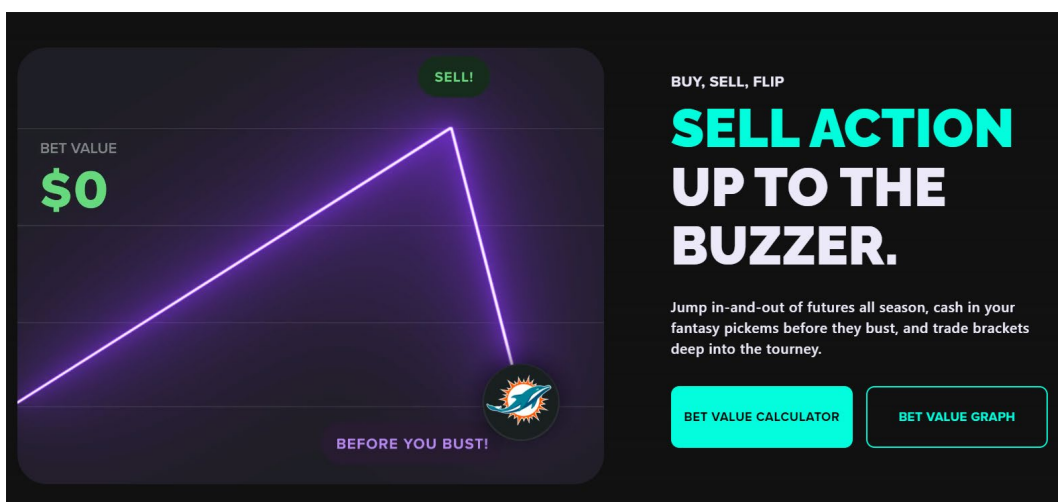
*See <https://play.google.com/store/apps/details?id=com.wagerwire.wagerwire>.*

**FIGURE GROUP A**

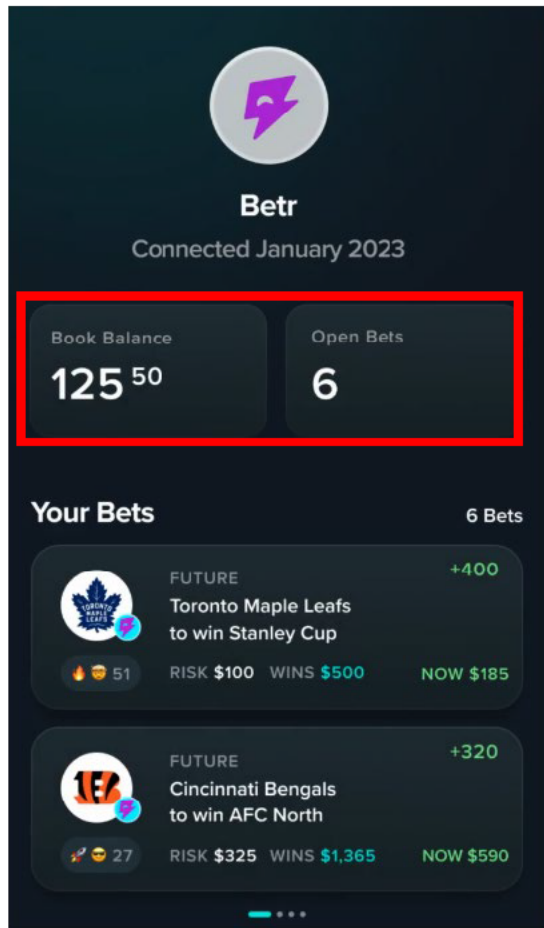
30. On information and belief, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket, while retaining beneficial ownership and control over the second child ticket. *See* Figure Group B.



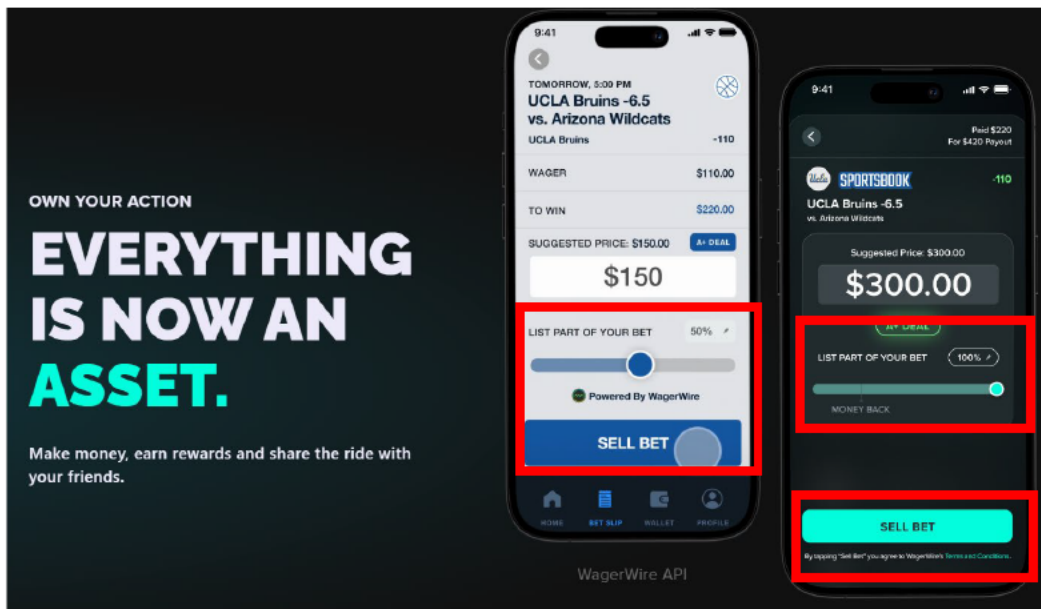
See <https://www.wagerwire.com/>.



See <https://www.wagerwire.com/>.



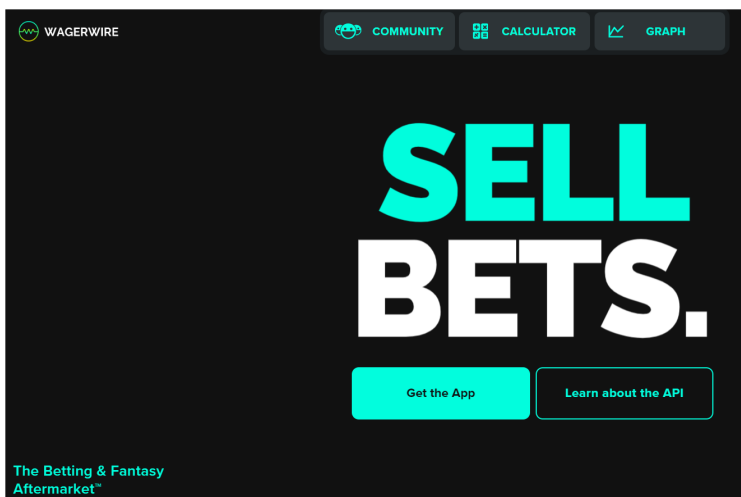
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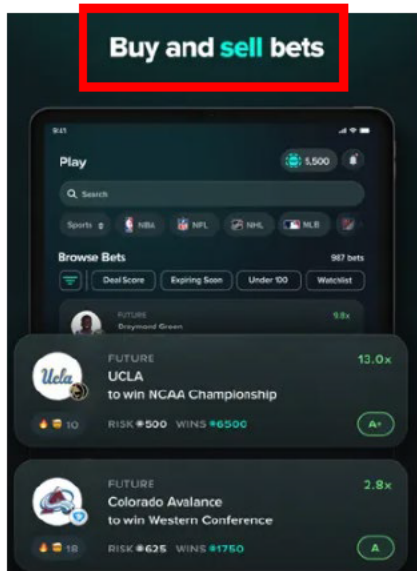
See <https://www.wagerwire.com/#api>.

### **FIGURE GROUP B**

31. On information and belief, the Accused Instrumentalities are compliant with the mobile gambling laws and regulations of the jurisdictions in which the WagerWire Wagering Platform and Service accepts wagers.
32. On information and belief, Defendant generates substantial revenues from its provision of the WagerWire Wagering Platform and Service in the United States, including substantial revenues directly attributable to the Accused Instrumentalities.
33. On information and belief, the Accused Instrumentalities are important to consumers, and the accused functionalities represent strong selling points and desired features to consumers. Indeed, Defendant directly promotes and markets the Accused Instrumentalities and accused functionalities to consumers in the United States. See Figure Group C.



See <https://www.wagerwire.com/>.



See Apple App Store.



About this app →

WagerWire is a first of its kind app that lets you take control of your sports betting action. Now placing a bet is just the beginning of the journey.

WagerWire is an innovative marketplace **where players can buy and sell previously placed sports bets**. Profit off line movements and momentum swings by flipping bets directly on “the Wire,” our marketplace filled with a vast community of sports bettors. Jump in-and-out of futures all season, cash in on parlays before they bust, and trade game lines up until the buzzer....

See Google Play App Store.

**FIGURE GROUP C**

**COUNT I**  
**Infringement of U.S. Patent No. 9,911,270**

34. Plaintiff incorporates the above paragraphs by reference.

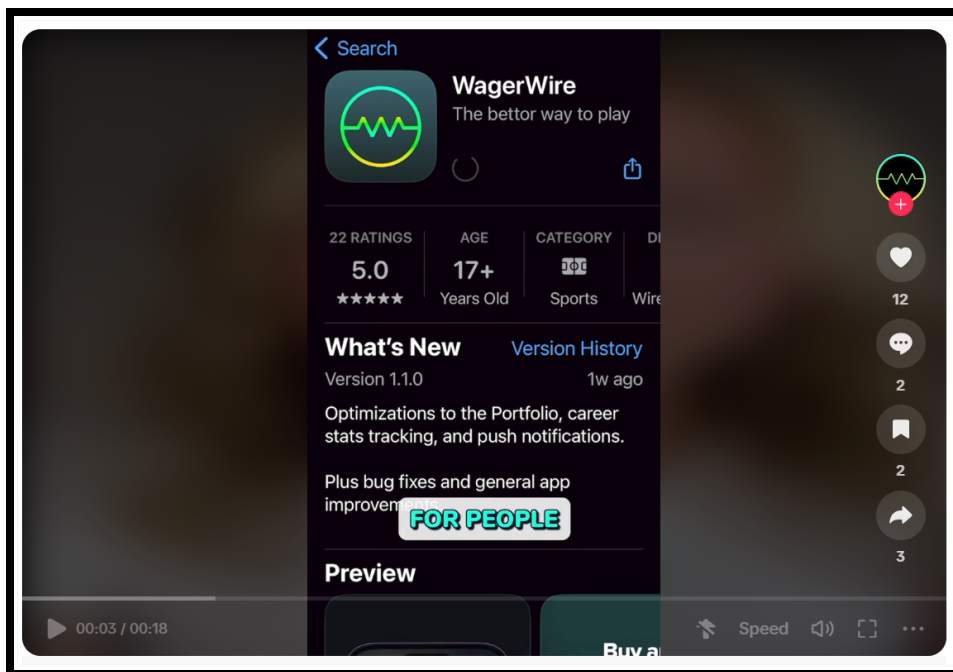


35. Defendant has been on actual notice of the '270 Patent at least as early as the date it received service of the Original Complaint in this litigation.
36. Upon information and belief, Defendant owns and controls the operation of the Accused Instrumentalities and generates substantial financial revenues therefrom.
37. Upon information and belief, Defendant has directly infringed and continues to directly infringe at least Claim 9 of the '270 Patent by making, using, importing, selling, and/or, offering for sale the Accused Instrumentalities. Defendant directly makes the infringing Accused Instrumentalities at least because it is solely responsible for putting the infringing system into service by directing and/or controlling the system as a whole and by obtaining the benefits therefrom. More specifically, and on information and belief, Defendant: (i) developed and maintains the infringing Accused instrumentalities; (ii) authored and owns the source code on which the WagerWire branded Mobile Wagering Platform and Service functions; (iii) took affirmative steps to assemble and finance the hardware (including servers and/or computers with receivers, memory, processors, and transmitters) on which the Accused Instrumentalities operate; (iv) manages and controls the functionality on all such hardware, including by managing and controlling the software in use on such hardware; (v) assumes ownership, credit, and responsibility for the Accused Instrumentalities by its overt branding and advertising of same; and (vi) receives substantial financial returns from the infringing operations of the Accused Instrumentalities. *See* Figure Groups A, B, and C. Defendant further directly uses the infringing Accused Instrumentalities at least because it assembled the combined infringing elements and makes them collectively available in the United States. Further, and on information and belief, Defendant has directly infringed by using the infringing Accused

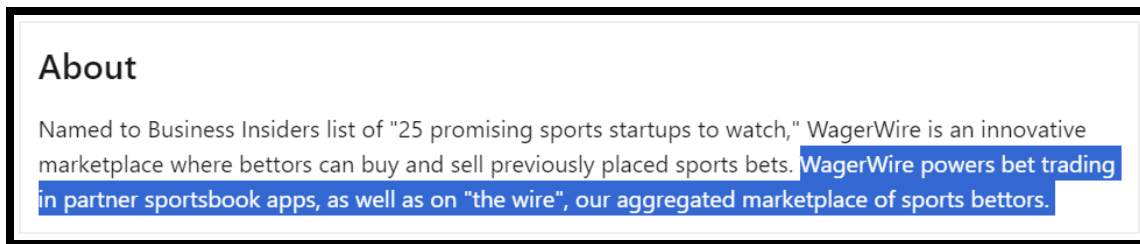
Instrumentalities as part of its ongoing and regular testing and/or internal legal compliance activities. Such testing and legal compliance necessarily requires WagerWire to make and use the Accused Instrumentalities in an infringing manner. Still further, Defendant is a direct infringer by virtue of its branding and marketing activities which collectively comprise the sale and offering for sale of the infringing Accused Instrumentalities. *See* Figure Group A.

38. The Accused Instrumentalities comprise an apparatus which is designed to perform, and does perform, a method which includes prompting a user to access, by a hosting unit, an exchange website associated with a wagering service. As noted above, and on information and belief, the Accused Instrumentalities collectively comprise the WagerWire branded Mobile Wagering Platform and Service, which is comprised of hardware (including servers) and software (including source code). Such branded Mobile Wagering Platform and Service of WagerWire is directly accessible to users in the United States. On information and belief, the WagerWire system comprises servers and/or computers with receivers, memory, processors, and transmitters, together with the interactive Internet domains and mobile applications of WagerWire which collectively operate as a single controlled apparatus to administer the WagerWire branded Mobile Wagering Platform and Service in the United States. The existence of the WagerWire branded Mobile Wagering Platform and Service necessarily requires the presence and use of a specially programmed computer or computer system, including Internet servers. As illustrated above (*see* Figures A and B), such computer system is specially programmed for offering, accepting, monitoring, and fulfilling wagers made by individuals on various events, including sporting events. Such wagers, including access to the wagering platform and infringing

functionalities, are accessed by users via a hosting unit which exists in the form of WagerWire servers and associated software. The web interface by which the infringing functionalities are accessed exists in the form of an exchange website associated with a wagering service (namely, WagerWire). *See* Figure Group A. By various means, including via advertising, via the provision of instructional media (e.g., written directions or visual prompts and video tutorials), and via an interactive user interface, the Accused Instrumentalities prompt users to access the aforementioned exchange website. *See* Figure Groups D and E. As such, the Accused Instrumentalities perform the step of “prompting a user to access, by a hosting unit, an exchange website associated with a wagering service.”



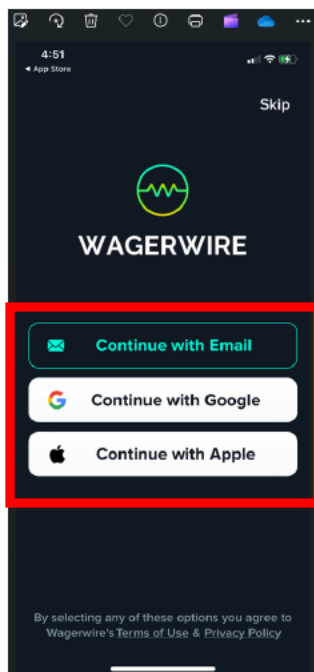
*See* <https://www.tiktok.com/@wagerwire/video/7272080019814386986> (WagerWire marketing campaign which compensates participants “to sign up bettors to sportsbooks through the WagerWire app”).



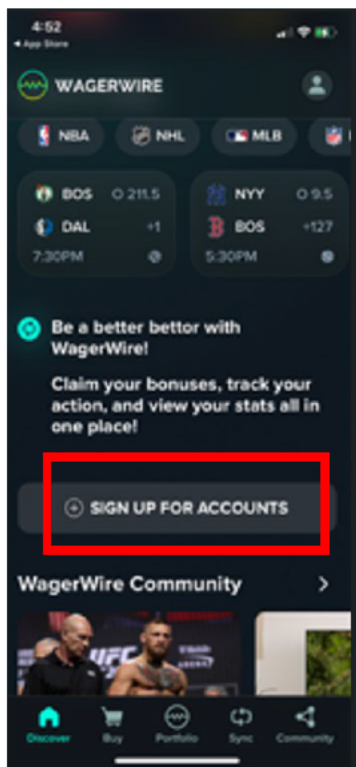
*See <https://www.linkedin.com/company/wagerwire/>.*

#### **FIGURE GROUP D**

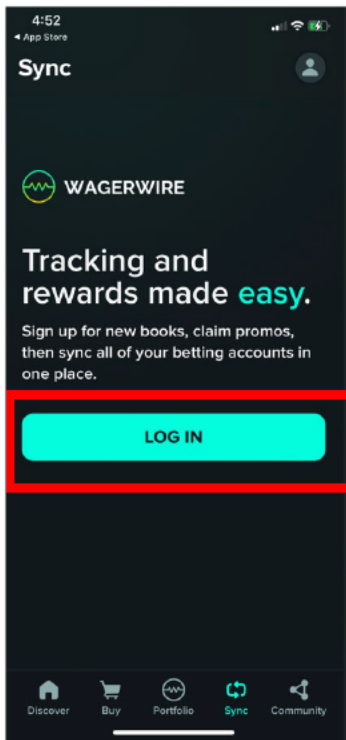
39. The Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, a method which includes prompting the user, by a profile management unit, to create a user account. The "profile management unit" of the Accused Instrumentalities is comprised of hardware (including servers) and software (including source code). By various means, including via advertising, via the provision of instructional media (*e.g.*, written directions or visual prompts and video tutorials), and via an interactive user interface, the Accused Instrumentalities prompt users to create user accounts. On information and belief, such "profile management service" is responsible for the creation and maintenance of individual user account data. *See* Figure Group E.



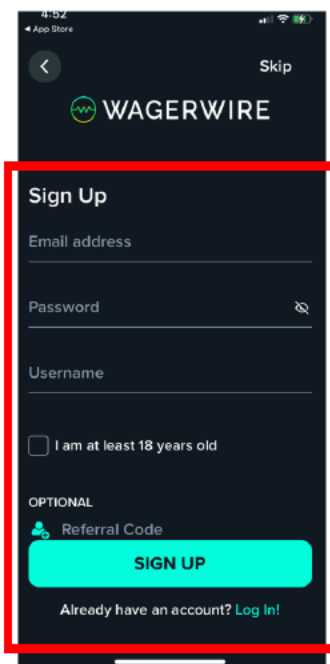
*See WagerWire Mobile Application.*



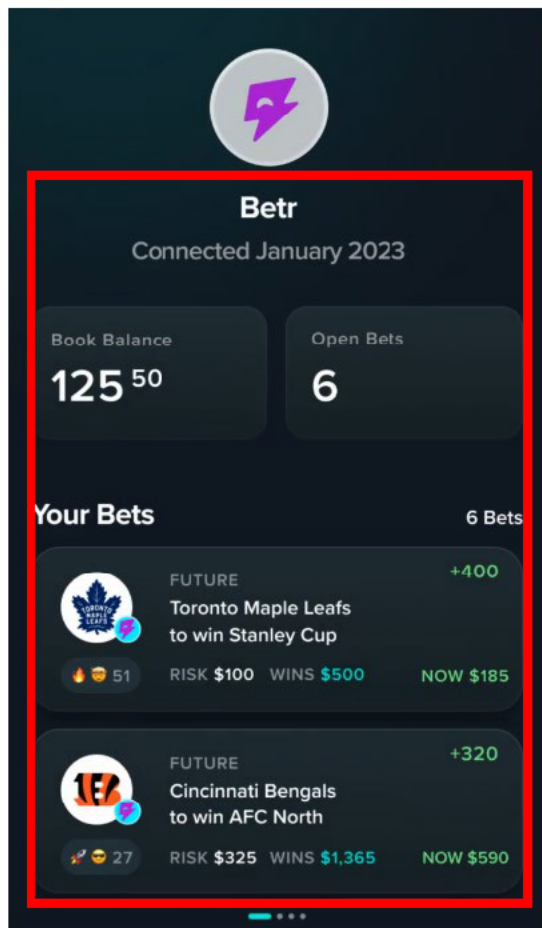
*See WagerWire Mobile Application.*



*See WagerWire Mobile Application.*



*See WagerWire Mobile Application.*

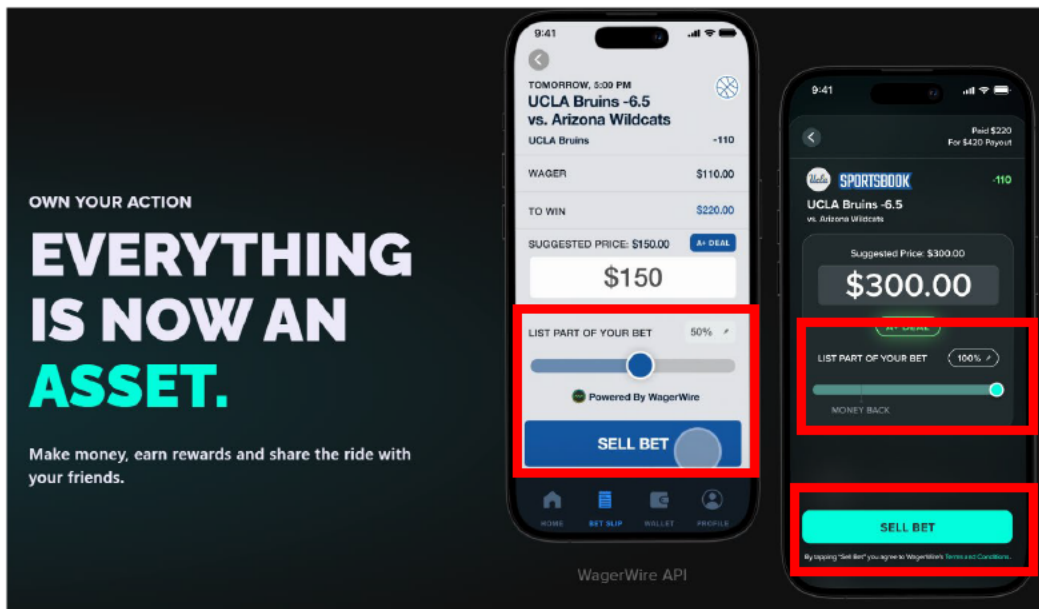


See <https://www.wagerwire.com/#api>.

### **FIGURE GROUP E**

40. The Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, a method which includes prompting the user, by the hosting unit, to choose a ticket from the user account to offer for partial sale. As noted and discussed above, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket, while retaining beneficial ownership and control over the second child ticket. See Figure Group B. Such prompts are initiated via the hosting unit in the form of the “cash-out” feature and its

associated buttons, alerts, and advertisements. Thus, by various means, including via advertising, via the provision of instructional media (*e.g.*, written directions or visual prompts and video tutorials), and via an interactive user interface, the Accused Instrumentalities prompt users to choose a ticket from the user account to offer for partial sale. *See* Figure Group F.



*See* <https://www.wagerwire.com/#api>.

### **FIGURE GROUP F**

41. The Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, a method which includes receiving, from the user by the hosting unit, a percentage value of the ticket that the user wishes to sell. As noted and discussed above, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket, while retaining beneficial ownership and control over the second child ticket. *See* Figure Group B. Such prompts are initiated via the hosting unit in the form of the “cash-out” feature and its associated



buttons, alerts, and advertisements. Such prompts provide the means by which the user can establish the percentage of the open wager he desires to “cash-out.” Upon selection, and on information and belief, the hosting unit is designed to receive, and does receive, an indication of the percentage value of the ticket the user wishes to sell. *See* Figure Group F.

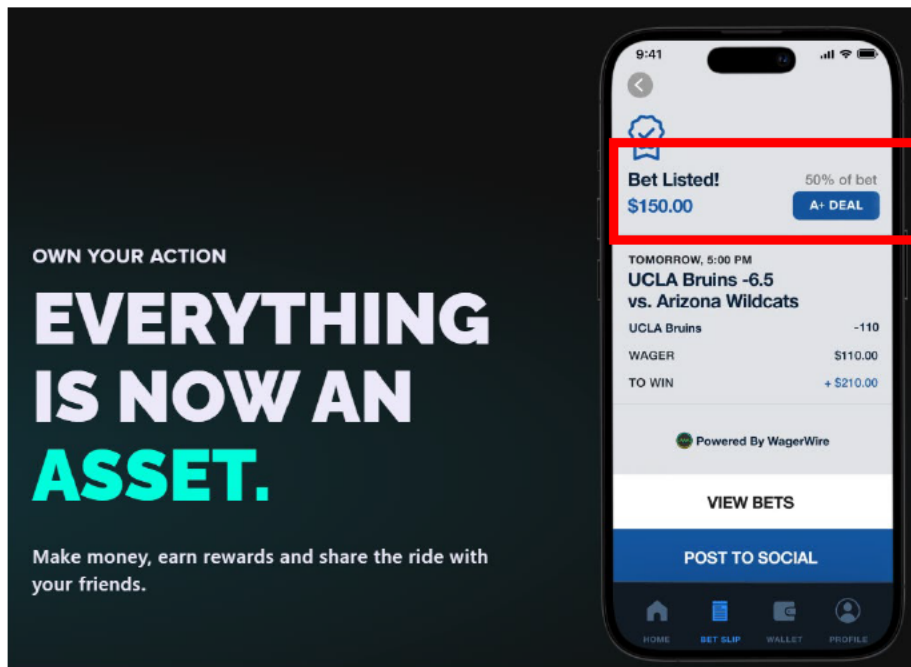
42. The Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, a method which includes splitting, by a ticket management unit, the ticket into two child tickets, a first child ticket corresponding to the percentage value the user wishes to sell and a second child ticket corresponding to a percentage value the user wishes to retain. As noted and discussed above, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket, while retaining beneficial ownership and control over the second child ticket. *See* Figure Group B. Such prompts are initiated via the hosting unit in the form of the “cash-out” feature and its associated buttons, alerts, and advertisements. Such prompts provide the means by which the user can establish the percentage of the open wager he desires to “cash-out.” Upon selection, and on information and belief, a ticket management unit of the Accused Instrumentalities is designed to split the selected ticket into two child tickets, a first child ticket corresponding to the percentage value the user wishes to sell and a second child ticket corresponding to a percentage value the user wishes to retain. *See* Figure Group F.
43. The Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, a method which includes setting, by the ticket management unit, a status

associated with the ticket as inactive. As noted and discussed above, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket, while retaining beneficial ownership and control over the second child ticket. *See* Figure Group B. Such prompts are initiated via the hosting unit in the form of the “cash-out” feature and its associated buttons, alerts, and advertisements. Such prompts provide the means by which the user can establish the percentage of the open wager he desires to “cash-out.” Upon selection, and on information and belief, a ticket management unit of the Accused Instrumentalities is designed to split the selected ticket into two child tickets, a first child ticket corresponding to the percentage value the user wishes to sell and a second child ticket corresponding to a percentage value the user wishes to retain. *See* Figure Group F. Necessarily, the ticket management unit establishes a new status for the original ticket as “inactive,” given the creation of the new first and second child tickets, such that the original ticket is void and non-negotiable.

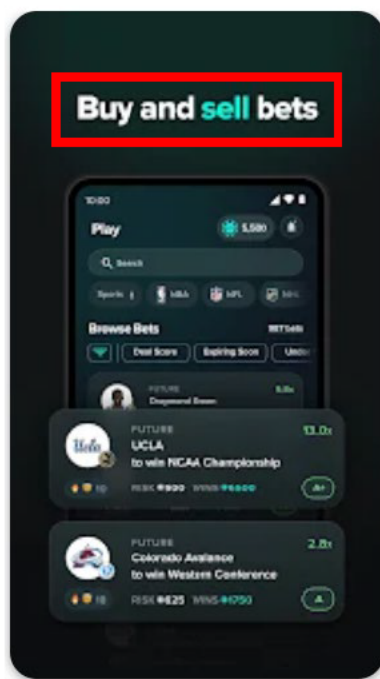
44. The Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, a method which includes setting, by the ticket management unit, a status associated with the first child ticket as active. As noted and discussed above, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket, while retaining beneficial ownership and control over the second child ticket. *See* Figure Group B. Such prompts are initiated via the hosting unit in the form of the “cash-out” feature and its associated buttons, alerts, and advertisements. Such prompts provide the means by which the user can establish the

percentage of the open wager he desires to “cash-out.” Upon selection, and on information and belief, a ticket management unit of the Accused Instrumentalities is designed to split the selected ticket into two child tickets, a first child ticket corresponding to the percentage value the user wishes to sell and a second child ticket corresponding to a percentage value the user wishes to retain. *See* Figure Group F. Necessarily, the ticket management unit establishes a new status for the first child ticket as “active,” given its open and negotiable status once the “cash-out” process is initiated.

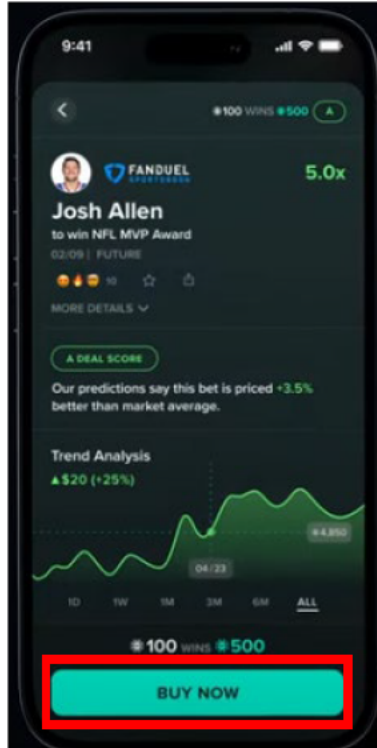
45. Finally, the Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, a method which includes offering, by the ticket management unit, the first child ticket for sale on the exchange web site. As noted and discussed above, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket, while retaining beneficial ownership and control over the second child ticket. *See* Figure Group B. Such process includes an offer to sell the newly-created “first child ticket” on the exchange web site. *See* Figure Group G.



See <https://www.wagerwire.com/#api>.



See <https://play.google.com/store/apps/details?id=com.wagerwire.wagerwire>.



See <https://play.google.com/store/apps/details?id=com.wagerwire.wagerwire> (Trailer at 0:12).

### **FIGURE GROUP G**

46. The foregoing infringement on the part of WagerWire has caused past and ongoing injury to Plaintiff. The specific dollar amount of damages adequate to compensate for the infringement shall be determined at trial but is in no event less than a reasonable royalty from the date of first infringement to the expiration of the '270 Patent.
47. To the extent Defendant continues, and has continued, its infringing activities noted above in an infringing manner post-notice of the '270 Patent, such infringement is and will be necessarily willful and deliberate. Further, and in the alternative, Plaintiff alleges, upon information and belief, that Defendant has been on notice with actual knowledge of the existence of the '270 Patent for several years, including due to the wide marketing of the patented technology by Get Out Ahead, LLC, and/or by virtue of activity in the United

States Patent and Trademark Office during prosecution of Defendant's own patent application(s). Plaintiff further alleges that Defendant has been on notice with actual knowledge of the existence of the '270 Patent as a result of direct communication between one or more inventors of the '270 Patent and multiple officers of Defendant, including at least Zach Doctor and Travis Geiger. Plaintiff expressly states that discovery with respect to the issue of willfulness will be taken in this case, and Plaintiff reserves all right to supplement this pleading with specific allegations of willfulness, as dictated by the evidence collected.

48. Each of Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

**COUNT II**  
**Infringement of U.S. Patent No. 10,204,479**

49. Plaintiff incorporates the above paragraphs by reference.
50. Defendant has been on actual notice of the '479 Patent at least as early as the date it received service of the Original Complaint in this litigation.
51. Upon information and belief, Defendant owns and controls the operation of the Accused Instrumentalities and generates substantial financial revenues therefrom.
52. Upon information and belief, Defendant has directly infringed and continues to directly infringe at least Claim 10 of the '479 Patent by making, using, importing, selling, and/or, offering for sale the Accused Instrumentalities. Defendant directly makes the infringing Accused Instrumentalities at least because it is solely responsible for putting the infringing system into service by directing and/or controlling the system as a whole and by obtaining the benefits therefrom. More specifically, and on information and belief, Defendant: (i) developed and maintains the infringing Accused instrumentalities; (ii) authored and owns

the source code on which the WagerWire branded Mobile Wagering Platform and Service functions; (iii) took affirmative steps to assemble and finance the hardware (including servers and/or computers with receivers, memory, processors, and transmitters) on which the Accused Instrumentalities operate; (iv) manages and controls the functionality on all such hardware, including by managing and controlling the software in use on such hardware; (v) assumes ownership, credit, and responsibility for the Accused Instrumentalities by its overt branding and advertising of same; and (vi) receives substantial financial returns from the infringing operations of the Accused Instrumentalities. *See* Figure Groups A, B, and C. Defendant further directly uses the infringing Accused Instrumentalities at least because it assembled the combined infringing elements and makes them collectively available in the United States. Further, and on information and belief, Defendant has directly infringed by using the infringing Accused Instrumentalities as part of its ongoing and regular testing and/or internal legal compliance activities. Such testing and legal compliance necessarily requires WagerWire to make and use the Accused Instrumentalities in an infringing manner. Still further, Defendant is a direct infringer by virtue of its branding and marketing activities which collectively comprise the sale and offering for sale of the infringing Accused Instrumentalities. *See* Figure Group A.

53. The Accused Instrumentalities comprise an apparatus which is designed to perform, and does perform, a method which includes prompting a user to access, by a hosting unit, an exchange website associated with a wagering service. As noted above, and on information and belief, the Accused Instrumentalities collectively comprise the WagerWire branded Mobile Wagering Platform and Service, which is comprised of hardware (including

servers) and software (including source code). Such branded Mobile Wagering Platform and Service of WagerWire is directly accessible to users in the United States. On information and belief, the WagerWire system comprises servers and/or computers with receivers, memory, processors, and transmitters, together with the interactive Internet domains and mobile applications of WagerWire which collectively operate as a single controlled apparatus to administer the WagerWire branded Mobile Wagering Platform and Service in the United States. The existence of the WagerWire branded Mobile Wagering Platform and Service necessarily requires the presence and use of a specially programmed computer or computer system, including Internet servers. As illustrated above (*see* Figures A and B), such computer system is specially programmed for offering, accepting, monitoring, and fulfilling wagers made by individuals on various events, including sporting events. Such wagers, including access to the wagering platform and infringing functionalities, are accessed by users via a hosting unit which exists in the form of WagerWire servers and associated software. The web interface by which the infringing functionalities are accessed exists in the form of an exchange website associated with a wagering service (namely, WagerWire). *See* Figure Group A. By various means, including via advertising, via the provision of instructional media (*e.g.*, written directions or visual prompts and video tutorials), and via an interactive user interface, the Accused Instrumentalities prompt users to access the aforementioned exchange website. *See* Figure Group D. As such, the Accused Instrumentalities perform the step of “prompting a user to access, by a hosting unit, an exchange website associated with a wagering service.”

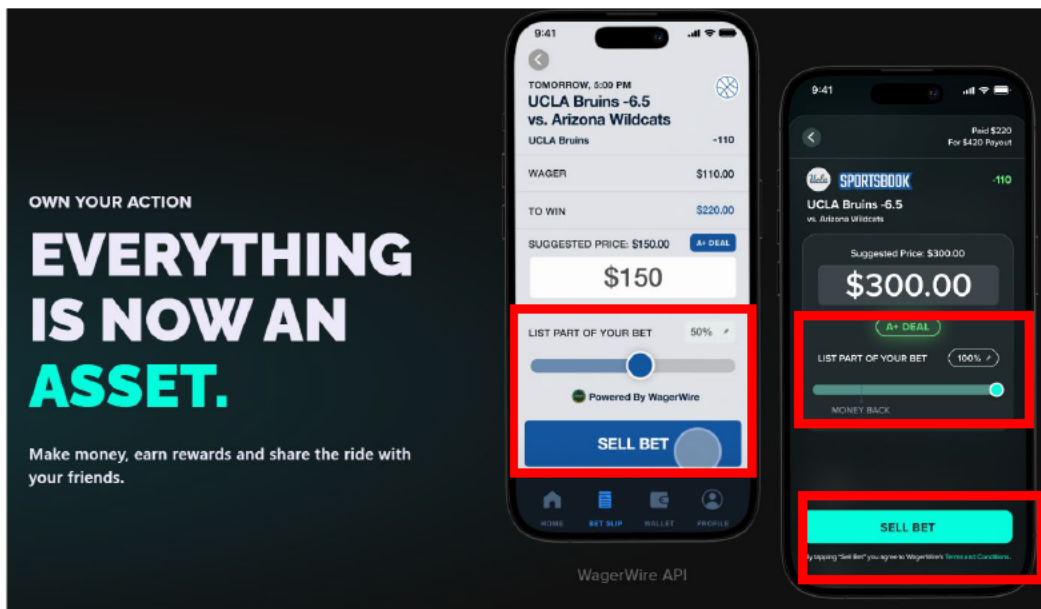
54. The Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, a method which includes prompting the user, by the hosting unit, to



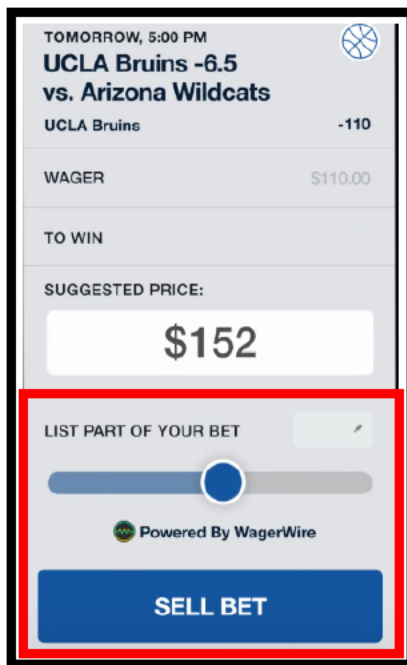
choose a ticket from the exchange website to offer for partial sale. As noted and discussed above, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket, while retaining beneficial ownership and control over the second child ticket. *See* Figure Group B. Such prompts are initiated via the hosting unit in the form of the “cash-out” feature and its associated buttons, alerts, and advertisements. Thus, by various means, including via advertising, via the provision of instructional media (*e.g.*, written directions or visual prompts and video tutorials), and via an interactive user interface, the Accused Instrumentalities prompt users to choose a ticket from the exchange website to offer for partial sale. *See* Figure Group F.

55. The Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, a method which includes receiving, from the user by the hosting unit, a percentage value of the ticket that the user wishes to sell, wherein the percentage value is less than one hundred percent and above a predefined percentage threshold. As noted and discussed above, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket, while retaining beneficial ownership and control over the second child ticket. *See* Figure Group B. Such prompts are initiated via the hosting unit in the form of the “cash-out” feature and its associated buttons, alerts, and advertisements. Such prompts provide the means by which the user can establish the percentage of the open wager he desires to “cash-out,” which must be less than 100 percent of such wager, but greater than a minimum established

threshold. See Figure Group H. Upon selection, and on information and belief, the hosting unit is designed to receive, and does receive, an indication of the percentage value of the ticket the user wishes to sell.



See <https://www.wagerwire.com/#api>.



See <https://www.wagerwire.com/#api>.

**FIGURE GROUP H**

56. The Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, a method which includes splitting, by a ticket management unit, the ticket into two child tickets, a first child ticket corresponding to the percentage value the user wishes to sell and a second child ticket corresponding to a percentage value the user wishes to retain. As noted and discussed above, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket, while retaining beneficial ownership and control over the second child ticket. *See* Figure Group B. Such prompts are initiated via the hosting unit in the form of the “cash-out” feature and its associated buttons, alerts, and advertisements. Such prompts provide the means by which the user can establish the percentage of the open wager he desires to “cash-out.” Upon selection, and on information and belief, a ticket management unit of the Accused Instrumentalities is designed to split the selected ticket into two child tickets, a first child ticket corresponding to the percentage value the user wishes to sell and a second child ticket corresponding to a percentage value the user wishes to retain. *See* Figure Group F.
57. The Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, a method which includes setting, by the ticket management unit, a status associated with the ticket as inactive. As noted and discussed above, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket, while retaining beneficial ownership and

control over the second child ticket. *See* Figure Group B. Such prompts are initiated via the hosting unit in the form of the “cash-out” feature and its associated buttons, alerts, and advertisements. Such prompts provide the means by which the user can establish the percentage of the open wager he desires to “cash-out.” Upon selection, and on information and belief, a ticket management unit of the Accused Instrumentalities is designed to split the selected ticket into two child tickets, a first child ticket corresponding to the percentage value the user wishes to sell and a second child ticket corresponding to a percentage value the user wishes to retain. *See* Figure Group F. Necessarily, the ticket management unit establishes a new status for the original ticket as “inactive,” given the creation of the new first and second child tickets, such that the original ticket is void and non-negotiable.

58. Upon information and belief, Defendant has further directly infringed and continues to directly infringe at least Claim 13 of the '479 Patent by making, using, importing, selling, and/or, offering for sale the Accused Instrumentalities. As noted and discussed above, Defendant directly makes the infringing Accused Instrumentalities at least because it is solely responsible for putting the infringing system into service by directing and/or controlling the system as a whole and by obtaining the benefits therefrom. More specifically, and on information and belief, Defendant: (i) developed and maintains the infringing Accused instrumentalities; (ii) authored and owns the source code on which the WagerWire branded Mobile Wagering Platform and Service functions; (iii) took affirmative steps to assemble and finance the hardware (including servers and/or computers with receivers, memory, processors, and transmitters) on which the Accused Instrumentalities operate; (iv) manages and controls the functionality on all such hardware, including by managing and controlling the software in use on such hardware; (v) assumes

ownership, credit, and responsibility for the Accused Instrumentalities by its overt branding and advertising of same; and (vi) receives substantial financial returns from the infringing operations of the Accused Instrumentalities. *See* Figure Groups A, B, and C. Defendant further directly uses the infringing Accused Instrumentalities at least because it assembled the combined infringing elements and makes them collectively available in the United States. Further, and on information and belief, Defendant has directly infringed by using the infringing Accused Instrumentalities as part of its ongoing and regular testing and/or internal legal compliance activities. Such testing and legal compliance necessarily requires WagerWire to make and use the Accused Instrumentalities in an infringing manner. Still further, Defendant is a direct infringer by virtue of its branding and marketing activities which collectively comprise the sale and offering for sale of the infringing Accused Instrumentalities. *See* Figure Group A.

59. The Accused Instrumentalities comprise an apparatus which is designed to perform, and does perform, a method which satisfies all elements of Independent Claim 10 of the '479 Patent, as discussed in detail above.
60. The Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, the method of Claim 10 which further includes setting, by the ticket management unit, a status associated with the first child ticket as active. As noted and discussed above, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket, while retaining beneficial ownership and control over the second child ticket. *See* Figure Group B. Such prompts are initiated via the hosting unit in the form of the “cash-out” feature and its

associated buttons, alerts, and advertisements. Such prompts provide the means by which the user can establish the percentage of the open wager he desires to “cash-out.” Upon selection, and on information and belief, a ticket management unit of the Accused Instrumentalities is designed to split the selected ticket into two child tickets, a first child ticket corresponding to the percentage value the user wishes to sell and a second child ticket corresponding to a percentage value the user wishes to retain. *See* Figure Group F. Necessarily, the ticket management unit establishes a new status for the first child ticket as “active,” given its open and negotiable status once the “cash-out” process is initiated.

61. The Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, the method of Claim 10 which further includes offering, by the ticket management unit, the first child ticket for sale on the exchange web site. As noted and discussed above, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket, while retaining beneficial ownership and control over the second child ticket. *See* Figure Group B. Such process includes an offer to sell the newly-created “first child ticket” on the exchange web site. *See* Figure Group G.
62. The Accused Instrumentalities further comprise an apparatus which is designed to perform, and does perform, the method of Claim 10 which further includes accepting, by the ticket management unit, an offer for sale of the first child ticket from a second user. As noted and discussed above, the Accused Instrumentalities provide users with the ability to “cash-out” of open wagers, including the ability to divide open wagers (or “tickets”) into two “child” tickets for the purpose of “cashing-in” (or “selling”) one such child ticket,

while retaining beneficial ownership and control over the second child ticket. *See* Figure Group B. Such process includes an offer to sell the newly-created “first child ticket” on the exchange web site. *See* Figure Group G. Necessarily, the ticket management unit accepts an offer for sale of the first child ticket from a second user, which optionally includes the wagering service itself as the purchaser of the first child ticket. In such manner, the first child ticket is sold by the wagerer (and earnings for such first child ticket are collected), and the second child ticket remains under the beneficial ownership and control of the original wagerer.

63. The foregoing infringement on the part of WagerWire has caused past and ongoing injury to Plaintiff. The specific dollar amount of damages adequate to compensate for the infringement shall be determined at trial but is in no event less than a reasonable royalty from the date of first infringement to the expiration of the '479 Patent.
64. To the extent Defendant continues, and has continued, its infringing activities noted above in an infringing manner post-notice of the '479 Patent, such infringement is and will be necessarily willful and deliberate. Further, and in the alternative, Plaintiff alleges, upon information and belief, that Defendant has been on notice with actual knowledge of the existence of the '479 Patent for several years, including due to the wide marketing of the patented technology by Get Out Ahead, LLC, and/or by virtue of activity in the United States Patent and Trademark Office during prosecution of Defendant's own patent application(s). Plaintiff further alleges that Defendant has been on notice with actual knowledge of the existence of the '479 Patent as a result of direct communication between one or more inventors of the '479 Patent and multiple officers of Defendant, including at least Zach Doctor and Travis Geiger. Plaintiff expressly states that discovery with respect

to the issue of willfulness will be taken in this case, and Plaintiff reserves all right to supplement this pleading with specific allegations of willfulness, as dictated by the evidence collected.

65. Each of Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

**PRAYER FOR RELIEF**

WHEREFORE, Get Out Ahead, LLC respectfully requests the Court enter judgment against Defendant as follows:

1. Declaring that Defendant has infringed each of the Asserted Patents;
2. Awarding Get Out Ahead, LLC its damages suffered because of Defendant's infringement of the Asserted Patents, which shall be no less than a reasonable royalty;
3. Awarding Get Out Ahead, LLC its costs, reasonable attorneys' fees, expenses, and interest;
4. Awarding Get Out Ahead, LLC ongoing post-trial royalties for infringement of the non-expired Asserted Patents; and
5. Granting Get Out Ahead, LLC such further relief as the Court finds appropriate.

**JURY DEMAND**

Get Out Ahead, LLC demands trial by jury, under Fed. R. Civ. P. 38.



Dated: June 21, 2024

Respectfully Submitted

**PHILLIPS, MCLAUGHLIN & HALL,  
P.A.**

/s/ John C. Phillips, Jr.

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