

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

FILED
2003 OCT 17 PM 2:10
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US DISTRICT COURT
HARTFORD CT

GTECH CORPORATION,

Plaintiff,

v.

INGENIO, FILIALE DE
LOTO-QUEBEC, INC.,

Defendant.

COMPLAINT FOR DECLARATORY
JUDGMENT OF PATENT NONINFRINGEMENT

Plaintiff GTECH Corporation ("GTECH") brings this action against defendant Ingenio, Filiale de Loto-Quebec, Inc. ("Ingenio") and alleges as follows:

JURISDICTION AND VENUE

1. This is an action for a declaratory judgment, together with such further relief based thereon as may be necessary or proper, pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201, 2202. The basis for declaratory judgment jurisdiction is, as fully appears below, an actual controversy between GTECH and Ingenio arising under the United States patent laws, Title 35 of the United States Code.
2. This Court has jurisdiction by virtue of 28 U.S.C. §§ 1331 and 1338(a) and 28 U.S.C. §§ 2201, 2202. This Court also has jurisdiction by virtue of 28 U.S.C. § 1332 as the parties are citizens of a state and citizens of a foreign state, and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

3. Venue is proper in this judicial district under 28 U.S.C. § 1391 (b) and (c) and 1400.

PARTIES

4. Plaintiff GTECH is a Delaware corporation organized and existing under the laws of Rhode Island, having its principal place of business at 55 Technology Way, West Greenwich, Rhode Island.

5. Defendant Ingenio is a corporation organized and existing under the laws of Canada, having its principal place of business in Montreal, Quebec, Canada. Ingenio claims to be the owner by assignment of U.S. Patent Nos. 5,569,082 (the “‘082 Patent”) and 5,709,603 (the “‘603 Patent”).

6. This Court has personal jurisdiction over Ingenio because Ingenio engages in a regular and continuous course of business in Connecticut. Ingenio has significant on going business relations with the Connecticut State Lottery.

THE CONTROVERSY BETWEEN THE PARTIES

7. An actual justiciable case or controversy exists between GTECH and Ingenio with respect to a GTECH product currently known as E-Scratch (the “GTECH Product”), the ‘082 Patent, and the ‘603 Patent.

8. On or about June 9, 2003, and September 12, 2003, Ingenio, through its counsel, wrote letters to GTECH, notifying GTECH of Ingenio’s alleged ownership of the ‘082 Patent and the ‘603 Patent. The letters conveyed Ingenio’s belief that the GTECH Product infringed one or both of Ingenio’s patents. As a result of that correspondence, GTECH has a reasonable apprehension of patent litigation between it and Ingenio.

9. An actual controversy exists between GTECH and Ingenio as to the scope of the '082 Patent and the '603 Patent and whether the GTECH Product infringes the claims therein. GTECH respectfully requests a declaration of its rights vis-à-vis Ingenio with respect to both patents.

COUNT I
DECLARATION OF NONINFRINGEMENT OF PATENT NO. 5,569,082

10. GTECH realleges and incorporates by reference the allegations in Paragraphs 1 through 9 as if fully set forth herein.

11. This count is for a declaration that the GTECH Product does not infringe the '082 Patent under 35 U.S.C. § 271.

12. The GTECH Product is a system and method for gaming in which the user buys a ticket that includes a printed code comprising a numerical string. The code is merely a ticket identifier used to gain access and correlates to a database entry comprising the following elements:

- a. A purchase price;
- b. A redemption amount; and
- c. A table of play sequences, wherein each play sequence has a win/loss result and, if the sequence is a win, the amount won for that play.

The total redemption amount is assigned to the database table when the ticket is purchased. The summation of the winnings over all of the play sequences equals the redemption amount.

13. A player has the option of playing any of a number of games for each play sequence. Each play sequence is an independent event and could be played at different times and at different computers. For each play sequence, the result, including the amount won, is revealed to the player. The player may redeem the ticket for full redemption amount at any point

after purchase, even if a subset of the total number of plays has been played. If a subset of the total number of play sequences has been played, the player will know the total winnings for the play sequences played, but will not know the total redemption amount.

14. As the player plays each play sequence, the database table is incrementally populated with information regarding that play sequence: the date and time of play, and the location of the computer from which the player was playing. The incremental population of this database table enables partial reveal of the winnings through each play sequence. In sum, the single code on the GTECH Product issued with the purchase of a single ticket is an index to a database table comprising the total redemption amount. There is no requirement to play one type of game or any game at all. Further, there is no requirement to play a lottery game.

15. The '082 Patent claims an invention relating to a personal computer gaming system. The '082 Patent has two independent claims—Claims 1 and 10. Each claim discloses and claims a gaming system involving two stages of game play: an amusement game and a lottery game. The amusement game is purely for enjoyment. The outcome is random and the winnings are fictitious. With this stage of game play completed, the user is presented with a lottery game, wherein the fictitious winnings are used to buy lottery tickets. The required second stage of game play, i.e., the lottery game, is the stage of game play that uses the code to determine win or loss, and amount of winnings, if applicable. The lottery game must be played in order to determine if the player has won.

16. The GTECH Product differs from the lottery games disclosed in the '082 Patent in various significant ways. The GTECH Product does not require two distinct stages of game play, an amusement game and a lottery game. In fact, it does not include any amusement game,

as claimed in the '082 Patent, wherein the player may play without revealing the outcome dictated by the code.

17. The GTECH Product also does not restrict the player to only one iteration of play in which win or loss of the game is revealed. A player has the option of playing multiple games in which the player could win or lose. The redemption amount of each ticket is determined at point of purchase and is not impacted by the games played.

18. The GTECH Product does not require the use of a lottery game at all; it may provide only interactive games. The prosecution file history of the '082 Patent prevents Ingenio from expanding the scope of the patent to include only interactive games. To overcome the citation of a prior art references concerning interactive games, Ingenio had to add the "lottery game" to its claims.

19. Because GTECH Product does not infringe the independent claims of the '082 Patent, *a fortiori*, it cannot infringe any of the other claims. GTECH is therefore entitled to a declaratory judgment that the GTECH Product does not infringe the '082 Patent.

COUNT II
DECLARATION OF NONINFRINGEMENT OF PATENT NO. 5,709,603

20. GTECH realleges and incorporates by reference the allegations in Paragraphs 1 through 19 as if fully set forth herein.

21. This count is for a declaration that the GTECH Product does not infringe the '603 Patent under 35 U.S.C. § 271.

22. The '603 Patent is a Continuation In Part of the '082 Patent and claims an invention relating to a personal computer gaming system. The '603 Patent has six (6) independent claims—Claims 1, 5, 7, 9, 11, and 14. Each claim discloses and claims a method for playing a "lottery type game" using a gaming piece.

23. The GTECH Product differs from the lottery games disclosed in the '603 Patent in various significant ways.

24. Claim 1 of the '603 Patent requires a "method of playing a lottery type game" that includes "reading the code by a processor." The GTECH Product does not include the act of reading the code. In the GTECH Product, the user purchases a ticket with a printed code, which comprises a numeric string. The user then opens a web browser, goes to a particular website, and enters the code at the prompt.

25. Claim 5 of the '603 Patent requires a "method for playing a lottery type game" that includes the step of "inserting the gaming piece into a data reader for reading the code." The GTECH Product does not include the step of inserting a gaming piece into a data reader for reading the code. In the GTECH Product, the user enters the code using a keyboard and a mouse.

26. Claims 7, 9, and 11 require a lottery type game that includes one or more "gaming piece(s) including a programmable memory." The GTECH Product does not include a gaming piece with a programmable memory. The GTECH Product includes a ticket on which a code is printed.

27. Claim 14 of the '603 Patent requires a lottery type game wherein "winning or losing . . . [is] based upon said code and occurrence of an event external to operation of the lottery type game, such that the player does not know whether the player will win or lose the lottery type game until after the occurrence of the event." The external event is something separate to the operation of the game—e.g., the outcome of a sporting event. A winning code must coincide with a correct prediction of such an event in order for the player to win.

28. The GTECH Product does not include a lottery type system in which winning or losing is based upon a code and an external event. In the GTECH Product, the redemption amount of the ticket is determined at point of purchase. The database table logs the results of the play sequences. Nothing is linked to the outcome of an external event.

29. Because the GTECH Product does not infringe the independent claims of the '603 Patent, *as fortiori*, it cannot infringe any of the other claims. GTECH is therefore entitled to a declaratory judgment that the GTECH Product does not infringe the '603 Patent.

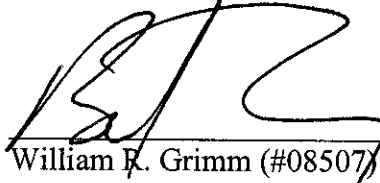
RELIEF

WHEREFORE, plaintiff GTECH Corporation respectfully requests entry of judgment and order as follows:

- (a) Declaring and adjudging that GTECH has not infringed, contributorily infringed nor induced the infringement of any valid claim of U.S. Patent No. 5,569,082 or U.S. Patent No. 5,709,603;
- (b) Awarding GTECH its costs and expenses of this action as allowed by law, together with its reasonable attorneys' fees for bringing and prosecuting this action; and
- (c) Awarding GTECH such other and further relief that this Court may deem just and proper.

GTECH CORPORATION

By its Attorneys,

A handwritten signature in black ink, appearing to be 'William R. Grimm', is written over a horizontal line.

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DATED: October 17, 2003