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Attorneys for Plaintiff
Free Stream Media Corp. d/b/a Samba TV

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

FREE STREAM MEDIA CORP.
d/b/a SAMBA TV,

Plaintiff,

vs.

ALPHONSO INC., ASHISH CHORDIA, RAGHU
KODIGE, AND LAMPROS KALAMPOUKAS,

Defendants.

Case No. 3:17-cv-02107-RS

**PLAINTIFF FREE STREAM MEDIA
CORP. D/B/A SAMBA TV'S SECOND
AMENDED COMPLAINT FOR
PATENT INFRINGEMENT**

JURY TRIAL DEMANDED

Judge: Honorable Richard Seeborg
Dept.: Courtroom 3, 17th Floor

**REDACTED VERSION OF
DOCUMENT SOUGHT TO BE
SEALED**

SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Free Stream Media Corp., doing business as Samba TV (“Samba TV”), files this First Amended Complaint for Patent Infringement against Defendant Alphonso Inc. (“Alphonso”), Defendant Ashish Chordia (“Chordia”), Defendant Raghu Kodige (“Kodige”), and Defendant Lampros Kalampoukas (“Kalampoukas”) and alleges as follows:

THE PARTIES

1. Samba TV is incorporated under the laws of Delaware with its principal place of business at 301 Brannan Street, San Francisco, California, 94107.

2. Alphonso is incorporated under the laws of Delaware with its principal place of business at 735 Industrial Road, Suite 220, San Carlos, California, 94070.

3. Defendant Chordia resides in Palo Alto, CA and is the CEO (Chief Executive Officer) and a founder of Alphonso. Defendant Chordia is a shareholder, owner, officer, and executive of Alphonso.

4. The vast majority of Alphonso’s documents and records relating to its technology are managed and accessed by Defendant Chordia from Alphonso’s San Carlos office.

5. Defendant Kodige resides in San Carlos, CA and is the CPO (Chief Product Officer) and a founder of Alphonso. Defendant Kodige is a shareholder, owner, officer, and executive of Alphonso.

6. Defendant Kodige works on Alphonso’s technology at Alphonso’s office in San Carlos.

7. Defendant Kalampoukas resides in Brick, NJ and is the CTO (Chief Technology Officer) and a founder of Alphonso. Defendant Kalampoukas is a shareholder, owner, officer, and executive of Alphonso.

8. Defendant Kalampoukas provides engineering and product development services to Alphonso. Defendant Kalampoukas is an executive and founder of Alphonso and manages Alphonso’s regular activities in Northern California.

PATENTS-IN-SUIT

9. Samba TV is the owner of the entire right, title, and interest in and to U.S. Patent No. 9,026,668 (“the ’668 Patent”), entitled “Real-Time and Retargeted Advertising on Multiple Screens of a User Watching Television,” which was issued by the United States Patent and Trademark Office on May 5, 2015. A copy of the ’668 Patent is attached as Exhibit 10 hereto. Alphonso has had knowledge of the ’668 Patent as early as June 17, 2015.

10. Samba TV is the owner of the entire right, title, and interest in and to U.S. Patent No. 9,386,356 (“the ’356 Patent”), entitled “Targeting with Television Audience Data Across Multiple Screens,” which was issued by the United States Patent and Trademark Office on July 5, 2016. Exhibit 11.

11. The ’668 Patent and the ’356 Patent (collectively the “Patents-in-Suit”) are valid and enforceable.

12. Alphonso makes, uses, sells, and/or offers for sale within the United States and/or imports into the United States products that infringe the Patents-in-Suit, including but not limited to the Alphonso Platform.

JURISDICTION AND VENUE

13. This is an action for patent infringement arising under the Patent Laws of the United States of America, Title 35, United States Code.

14. This Court has subject-matter jurisdiction over Samba TV’s claims under 28 U.S.C. §§ 1331 and 1338(a).

15. This Court has personal jurisdiction over Alphonso. Alphonso has continuous and systematic business contact with the State of California and has committed acts of patent infringement within the State of California and the Northern District of California. For example, Alphonso, directly and/or through intermediaries (including advertising agencies and others), conducts and solicits business in the State of California and attempts to derive benefit from residents of the State of California by marketing, selling, offering for sale, making, and/or using its products and/or services, including the Alphonso Platform, in the State of California and the Northern District of California.

1 16. This Court has personal jurisdiction over Defendant Chordia. Defendant Chordia
2 resides in the State of California, avails himself of the benefits and protections of the laws of the
3 State of California, conducts and solicits business for Alphonso in the State of California, and as
4 an executive of Alphonso, derives benefit from residents of the State of California by marketing,
5 selling, offering for sale, making, and/or using products and/or services, including the Alphonso
6 Platform, in the State of California and the Northern District of California.

7 17. This Court has personal jurisdiction over Defendant Kodige. Defendant Kodige
8 resides in the State of California, avails himself of the benefits and protections of the laws of the
9 State of California, conducts and solicits business for Alphonso in the State of California, and as
10 an executive of Alphonso, derives benefit from residents of the State of California by marketing,
11 selling, offering for sale, making, and/or using products and/or services, including the Alphonso
12 Platform, in the State of California and the Northern District of California.

13 18. This Court has personal jurisdiction over Defendant Kalampoukas. Defendant
14 Kalampoukas avails himself of the benefits and protections of the laws of the State of California
15 by managing, inducing, and actively contributing to Alphonso's activities in the State of California
16 and the Northern District of California, by conducting and soliciting business for Alphonso in the
17 State of California, and as an executive of Alphonso, by deriving benefit from residents of the
18 State of California by marketing, selling, offering for sale, making, and/or using products and/or
19 services, including the Alphonso Platform, in the State of California and the Northern District of
20 California.

21 19. As founders, executives, shareholders, owners, and officers of Alphonso,
22 Defendants Chordia, Kodige, and Kalampoukas are personally liable for the infringing acts of
23 Alphonso because they induced Alphonso to infringe the Patents-in-Suit by personally performing
24 infringing acts and/or directing and ordering other Alphonso officers, agents, employees, or
25 partners of Alphonso to commit acts of infringement of the Patents-in-Suit.

26 20. The Alphonso Platform collects and/or has collected data from device(s) and user(s)
27 of devices located in the State of California and the Northern District of California.
28

21. Alphonso derives and/or seeks to derive financial or other benefit from the data collected in the State of California and the Northern District of California.

22. As described herein, such acts constitute infringement occurring within the State of California and the Northern District of California.

23. Venue is proper in this judicial district under 28 U.S.C. § 1400(b). Alphonso has committed acts of infringement and has a regular and established place of business in the Northern District of the State of California. Alphonso has committed acts of infringement by, among other things, marketing, selling, offering for sale, making, and/or using infringing products, including the Alphonso Platform, in the State of California and the Northern District of California.

DEFENDANT CHORDIA

24. Upon information and belief, as stated in Defendant Chordia's June 17, 2015, declaration, Defendant Chordia is "the founder and CEO of Alphonso." Dkt. No. 53-39. "Alphonso is a small start-up business with its largest office and principal place of business" in San Carlos, California. *Id.* "Alphonso develops and operates the bidding server software and various software components of its technology predominantly at its office in San Carlos." *Id.* "Key employees who work on Alphonso's technology also work in San Carlos, including ... [Defendant Chordia]." *Id.* "The vast majority of Alphonso's documents and records relating to its technology are ... managed and accessed by [Defendant Chordia] from Alphonso's San Carlos office." *Id.* "Alphonso is a small company with few employees" *Id.* Upon information and belief, Defendant Chordia [REDACTED]. Exhibit 17.

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27. Upon information and belief, Defendant Chordia has and had no good faith basis of non-infringement. [REDACTED]

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36. Upon information and belief, as stated in Defendant Chordia's June 17, 2015, declaration, Defendant Kodige is a "founder and Chief Product Officer" of Alphonso. Dkt. No. 53-39. "Alphonso is a small start-up business with its largest office and principal place of business" in San Carlos, California. *Id.* "Alphonso develops and operates the bidding server software and various software components of its technology predominantly at its office in San Carlos." *Id.* "Key employees who work on Alphonso's technology also work in San Carlos, including [Defendant] Raghu Kodige." *Id.* "Alphonso is a small company with few employees" *Id.* Upon information and belief, Defendant Kodige [REDACTED] Exhibit 17.

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39. Upon information and belief, Defendant Kodige has and had no good faith basis of non-infringement. [REDACTED]

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CASE NO. 3:17-cv-02107-RS

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47. Upon information and belief, as stated in Defendant Chordia's June 17, 2015, declaration, "Alphonso is a small start-up business with its largest office and principal place of business" in San Carlos, California. Dkt. No. 53-39. "Alphonso is a small company with few employees" *Id.* Upon information and belief, Defendant Kalampoukas [REDACTED].

Exhibit 17.

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50. Upon information and belief, Defendant Kalampoukas has and had no good faith basis of non-infringement. [REDACTED]

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COUNT I FOR INFRINGEMENT OF THE '668 PATENT BY ALPHONSO

55. Samba TV repeats and realleges the allegations in paragraphs 1–54 as though fully set forth herein.

56. Upon information and belief, Alphonso infringes, contributes to the infringement of, and/or induces infringement of one or more claims of the '668 Patent, including at least claims 11, 14, 15, 16, 19, 21, 24, 25, 26, and 29, under 35 U.S.C. § 271 either literally or under the doctrine

1 of equivalents, by making, using, selling, offering for sale within the United States, and/or
 2 importing into the United States, or by intending that others make, use, sell and/or offer for sale
 3 within the United States and/or import into the United States products and/or methods covered by
 4 one or more claims of the '668 Patent, including but not limited to the Alphonso Platform or
 5 components thereof.

6 57. The Alphonso Platform meets the limitations of the claims of the '668 Patent. For
 7 example, claim 21 of the '668 Patent recites:

8 21. A relevancy-matching server comprising:

9 a processor; and

10 a memory communicatively coupled to the processor,

11 wherein the processor is configured to match a targeted data with a primary
 12 data based on a relevancy factor associated with a user,

13 wherein the relevancy-matching server is communicatively coupled to a
 14 networked device, the networked device configured to:

15 automatically announce a sandbox-reachable service of the networked device
 16 to a discovery module,

17 wherein the relevancy-matching server is communicatively coupled to a client
 18 device, the client device configured to:

19 automatically process an identification data of at least one of the networked
 20 device and the sandbox-reachable service of the networked device from the
 21 discovery module,

22 automatically associate with the networked device through a sandboxed
 23 application of the client device communicatively coupled to the sandbox-
 24 reachable service based on the identification data,

25 process an embedded object from the relevancy-matching server through the
 26 sandboxed application,

27 gather a primary data through at least one of the embedded object and the
 28 sandboxed application,

communicate the primary data to the relevancy-matching server through the
 embedded object,

constrain, by the client device, an executable environment in a security
 sandbox,

1 execute, by the client device, the sandboxed application in the executable
2 environment, and

3 automatically establish, by the client device, a communication session
4 between the sandboxed application and the sandbox-reachable service through
5 at least one of a cross-site scripting technique, an appended header, a same
6 origin policy exception, and an other mode of bypassing a number of access
7 controls of the security sandbox,

8 wherein the relevancy-matching server is configured to match the targeted data
9 with the primary data in a manner such that the relevancy-matching server is
10 configured to search a storage for at least one of a matching item and a related
11 item based on the relevancy factor comprising at least one of a category of the
12 primary data, a behavioral history of the user, a category of the sandboxed
13 application, and an other information associated with the user.

14 58. According to Alphonso, through its partnerships with mobile applications, TV
15 anywhere applications, gaming and living room devices, set-top box and TV OEMs, Alphonso
16 understands what people are watching, and in real-time, can deliver advertisements to this audience
17 through mobile applications and websites. *See* Exhibits 1 and 2.

18 59. For instance, according to Alphonso's CEO Defendant Chordia, the Alphonso
19 Platform enables televisions, set-top boxes, living room devices, or mobile apps to collect data on
20 what people are watching on those devices and within a few minutes provide an advertisement on
21 their digital device. *See* Exhibit 3. Watched content is identified using fingerprint data and
22 communicated to servers and other devices for targeting advertisements to users associated with
23 the networked device. *See* video at [http://blog.alphonso.tv/post/160568451260/mark-gall-talks-](http://blog.alphonso.tv/post/160568451260/mark-gall-talks-tv-to-mobile-retargeting-with)
24 [tv-to-mobile-retargeting-with](http://blog.alphonso.tv/post/160568451260/mark-gall-talks-tv-to-mobile-retargeting-with) (a disc with the video is concurrently being submitted to the Court);
25 and corresponding screenshot at Exhibit 5. The Alphonso Platform pairs networked devices with
26 client devices using identification data such as browser or device type, identification of internet
27 and application use, user profiles, metrics, and statistics, user log-in data, and other device and/or
28 application identification data. *See* Exhibits 5, 6. The networked device and client device
communicate regarding watched content and targeted advertisements to cause a targeted
advertisement to be rendered based on the watched content and other user information.

60. According to Alphonso, the Alphonso Platform reinforces advertisements by
extending brand advertising onto users' mobile device, either in real-time or time-shifted, or in a

1 place-shifted setting. *See* Exhibit 4. Alphonso identifies relevant advertisements based on what
2 people are currently watching on networked devices, or what people previously watched. *See*
3 Exhibit 5. According to Alphonso, Alphonso “retarget[s] what’s on TV onto phones and tablets
4 and desktop” by “understanding [] exactly. . . what’s on each channel, the show, the commercial,
5 and in real-time [] capturing that data.” Alphonso further states:

6 61. We’re now able to understand on one side what’s on TV. . . recognize what’s on
7 TV . . and then serve programmatically to those mobile devices, tablets, desktop. . . that’s
8 essentially our business. . . We only serve an ad to a person who’s in front of a TV and the
9 commercial comes on. We can serve that commercial to that person in that room right now or
10 over a close period of time. We have to select that device that the person is using, that we have
11 our automatic content recognition SDK in, and serve an ad there.

12 62. *See* video at [http://blog.alphonso.tv/post/160568451260/mark-gall-talks-tv-to-](http://blog.alphonso.tv/post/160568451260/mark-gall-talks-tv-to-mobile-retargeting-with)
13 [mobile-retargeting-with](http://blog.alphonso.tv/post/160568451260/mark-gall-talks-tv-to-mobile-retargeting-with) (a disc with the video is concurrently being submitted to the Court); and
14 corresponding screenshot at Exhibit 5. Alphonso selects advertisements to extend the reach of
15 advertisers from television to mobile devices or to counteract television advertisements (i.e.
16 conquering) based on the desired advertising campaign. Exhibit 7. The Alphonso Platform
17 provides targeted advertisements to sandboxed mobile applications and websites directly and/or
18 through business partnerships and ad exchanges. *See* Exhibits 5, 8.

19 63. Alphonso directly infringes one or more claims of the ’668 Patent, including at least
20 claims 11, 14, 15, 16, 19, 21, 24, 25, 26, and 29, under 35 U.S.C. 271(a), literally and/or under the
21 doctrine of equivalents, by making, using, selling, and/or offering for sale within the United States
22 and/or importing into the United States the Alphonso Platform or components thereof as described
23 herein.

24 64. In addition to direct infringement, Alphonso indirectly infringes one or more claims
25 of the ’668 Patent, including at least claims 11, 14, 15, 16, 19, 21, 24, 25, 26, and 29, under 35
26 U.S.C. § 271(b) and 35 U.S.C. § 271(c).

27 65. Upon information and belief, Alphonso actively induces others, such as advertising
28 agencies, advertising partners, advertisers, and/or other third parties in the United States to directly

1 infringe one or more of the claims of the '668 Patent, literally or under the doctrine of equivalents,
2 by making, using, selling, or offering to sell the Alphonso Platform or components thereof.
3 Alphonso was aware of Samba TV and Samba TV's intellectual property rights and received actual
4 notice of the '668 Patent by at least June 17, 2015.

5 66. Alphonso instructs third parties to make, use, sell, or offer for sale the Alphonso
6 Platform in a manner that infringes one or more claims of the '668 Patent, including through
7 materials and communication from Alphonso. Alphonso's infringing acts include but are not
8 limited to directing, instructing, and inducing advertising partners and other third parties to sell
9 and offer for sale the infringing Alphonso Platform and directing, instructing, and inducing
10 advertising partners and other third parties to use the Alphonso Platform in an infringing manner.
11 For example, Alphonso has partnered with third parties, such as Tremor Video, who sell the
12 Alphonso Platform. *See* Exhibit 8. Alphonso also directs, instructs, and induces advertising
13 partners, customers, and other third parties to use and how to use the infringing Alphonso Platform
14 through marketing materials, instructions, and other communication from Alphonso. Alphonso
15 also directs, instructs, and induces application developers and other technology partners to make,
16 use, and/or implement the Alphonso Platform. *See* Exhibit 9.

17 67. Through its making, using, selling, and/or offering to sell the Alphonso Platform
18 and through other materials and communication, Alphonso specifically intends advertising
19 agencies, advertising partners, advertisers, and/or other third parties to infringe one or more claims
20 of the '668 Patents. Alphonso is aware that use of the Alphonso Platform in its normal and
21 customary way infringes the '668 Patent and performs acts that constitute induced infringement
22 with knowledge of the '668 Patent and will knowledge or willful blindness that the induced acts
23 constitute infringement of one or more claims of the '668 Patent.

24 68. Alphonso also contributes to the infringement of the '668 Patent by making, using,
25 selling, offering to sell, or otherwise providing the infringing Alphonso Platform or a component
26 thereof to others, such as advertising agencies, advertising partners, consumers, and/or other third
27 parties in the United States, to make, use, sell and/or offer to sell the infringing Alphonso Platform
28 or components thereof. Alphonso contributes to infringement by making, selling, offering for sale,

1 and encouraging others to use the Alphonso Platform, which is designed to infringe and/or has no
2 substantial noninfringing uses. The Alphonso Platform or components thereof are material to the
3 claimed invention, have no substantial non-infringing uses, and are known by Alphonso to be
4 especially made or especially adapted for use in an infringement of the '668 Patent. For example,
5 Alphonso partners with third parties who use and offer to sell the infringing Alphonso Platform.
6 See Exhibit 8. Upon information and belief, direct infringement is the result of activities performed
7 by making or using the Alphonso Platform or components thereof for their intended use. Alphonso
8 was aware of Samba TV and Samba TV's intellectual property rights and received specific notice
9 of the '668 Patent by at least June 17, 2015.

10 69. Alphonso's acts of infringement cause damage to Samba TV, and Samba TV is
11 entitled to recover from Alphonso damages sustained as a result of Alphonso's infringement of
12 the '668 Patent, but in no event less than a reasonable royalty.

13 70. Alphonso's acts of infringement, unless restrained and enjoined, will cause
14 irreparable injury and damage to Samba TV for which there is no adequate remedy at law.

15 71. Alphonso's infringement of the '668 Patent is exceptional and entitles Samba TV
16 to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

17 72. Alphonso was aware of Samba TV and Samba TV's intellectual property rights and
18 received specific notice of the '668 Patent by at least June 17, 2015. Despite the objectively high
19 risk of infringement, Alphonso continued to take actions to willfully infringe Samba TV's '668
20 Patent. On information and belief, Alphonso studied Samba TV's website, public announcements,
21 products, and technology, copied Samba's ideas, and attempted to engage in direct competition
22 with Samba TV by making, using, selling, and offering for sale the Alphonso Platform.

23 73. Upon information and belief, Alphonso copied Samba TV's patented technologies,
24 engaged and continues to engage in direct competition with Samba TV using copied technology,
25 and has attempted and continues to attempt to substantially undercut Samba TV's pricing with
26 copied technology and knowledge of Samba TV's intellectual property rights, including the '668
27 Patent. Upon information and belief, Alphonso lacked, and continues to lack, a reasonable belief
28 that it had a meritorious defense to its infringement of the '668 Patent. Alphonso has willfully

1 infringed, and continues to willfully infringe the '668 Patent by engaging in willful, wanton,
 2 malicious, bad-faith, deliberate, consciously wrongful, or flagrant conduct. Alphonso did not
 3 make a good faith effort to avoid infringing the '668 Patent by taking remedial action to avoid
 4 Samba TV's intellectual property rights such as ceasing its infringing activity or attempting to
 5 design around the '668 Patent.

6 **COUNT II FOR INFRINGEMENT OF THE '356 PATENT BY ALPHONSO**

7 74. Samba TV repeats and realleges the allegations in paragraphs 1–73 as though fully
 8 set forth herein.

9 75. Upon information and belief, Alphonso infringes, contributes to the infringement
 10 of, and/or induces infringement of one or more claims of the '356 Patent, including at least claims
 11 1, 2, 10, 11, 13, 14, 15, 16, 18, and 19 under 35 U.S.C. § 271 either literally or under the doctrine
 12 of equivalents, by making, using, selling, offering for sale within the United States, and/or
 13 importing into the United States, or by intending that others make, use, sell and/or offer for sale
 14 within the United States and/or import into the United States products and/or methods covered by
 15 one or more claims of the '356 Patent, including but not limited to the Alphonso Platform or
 16 components thereof.

17 76. The Alphonso Platform meets the limitations of the claims of the '356 Patent. For
 18 example, claim 1 of the '356 Patent recites:

19 1. A system comprising:

20 a television to generate a fingerprint data;

21 a relevancy-matching server to:

22 match primary data generated from the fingerprint data with targeted data, based
 23 on a relevancy factor, and search a storage for the targeted data;

24 wherein the primary data is any one of a content identification data and a content
 identification history;

25 a mobile device capable of being associated with the television to:

26 process an embedded object, constrain an executable environment in a security
 27 sandbox, and execute a sandboxed application in the executable environment;
 28 and

1 a content identification server to:

2 process the fingerprint data from the television, and communicate the primary
3 data from the fingerprint data to any of a number of devices with an access to
4 an identification data of at least one of the television and an automatic content
identification service of the television.

5 77. According to Alphonso, through its partnerships with mobile applications, TV
6 anywhere applications, gaming and living room devices, set-top box and TV OEMs, Alphonso
7 understands what people are watching on television, and in real-time, can deliver advertisements
8 to this audience through mobile applications and websites. *See* Exhibits 1 and 2.

9 78. For instance, according to Alphonso's CEO Defendant Chordia, the Alphonso
10 Platform enables televisions, set-top boxes, living room devices, or mobile apps to collect data on
11 what people are watching on those devices and within a few minutes provide an advertisement on
12 their digital device. *See* Exhibit 3. Watched content is identified using fingerprint data and
13 communicated to servers and other devices for targeting advertisements to users associated with
14 the networked device. *See* video at [http://blog.alphonso.tv/post/160568451260/mark-gall-talks-](http://blog.alphonso.tv/post/160568451260/mark-gall-talks-tv-to-mobile-retargeting-with)
15 [tv-to-mobile-retargeting-with](http://blog.alphonso.tv/post/160568451260/mark-gall-talks-tv-to-mobile-retargeting-with) (a disc with the video is concurrently being submitted to the Court);
16 and corresponding screenshot at Exhibit 5. The Alphonso Platform pairs networked devices with
17 client devices using identification data such as browser or device type, identification of internet
18 and application use, user profiles, metrics, and statistics, user log-in data, and other device and/or
19 application identification data. *See* Exhibits 5, 6. The networked device and client device
20 communicate regarding watched content and targeted advertisements to cause a targeted
21 advertisement to be rendered based on the watched content and other user information.

22 79. According to Alphonso, the Alphonso Platform reinforces advertisements by
23 extending brand advertising onto users' mobile device, either in real-time or time-shifted, or in a
24 place-shifted setting. *See* Exhibit 4. Alphonso identifies relevant advertisements based on what
25 people are currently watching on networked devices or what people previously watched on
26 television. *See* Exhibit 5. According to Alphonso, Alphonso "retarget[s] what's on TV onto
27 phones and tablets and desktop" by "understanding [] exactly. . . what's on each channel, the show,
28 the commercial, and in real-time [] capturing that data." Alphonso further states:

1 We're now able to understand on one side what's on TV. . . recognize what's on
2 TV . . and then serve programmatically to those mobile devices, tablets, desktop. .
3 . that's essentially our business. . . We only serve an ad to a person who's in front
4 of a TV and the commercial comes on. We can serve that commercial to that
person in that room right now or over a close period of time. We have to select
that device that the person is using, that we have our automatic content recognition
SDK in, and serve an ad there.

5 See video at <http://blog.alphonso.tv/post/160568451260/mark-gall-talks-tv-to-mobile->
6 [retargeting-with](#) (a disc with the video is concurrently being submitted to the Court); and
7 corresponding screenshot at Exhibit 5. Alphonso selects advertisements to extend the
8 reach of advertisers from television to mobile devices or to counteract television
9 advertisements (i.e. conquesting) based on the desired advertising campaign. Exhibit 7.
10 The Alphonso Platform provides targeted advertisements to sandboxed mobile
11 applications and websites directly and/or through business partnerships and ad
12 exchanges. See Exhibits 5, 8.

13 80. Alphonso directly infringes one or more claims of the '356 Patent, including at least
14 claims 1, 2, 10, 11, 13, 14, 15, 16, 18, and 19, under 35 U.S.C. 271(a), literally and/or under the
15 doctrine of equivalents, by making, using, selling, and/or offering for sale within the United States
16 and/or importing into the United States the Alphonso Platform or components thereof as described
17 herein.

18 81. In addition to direct infringement, Alphonso indirectly infringes one or more claims
19 of the '356 Patent, including at least claims 1, 2, 10, 11, 13, 14, 15, 16, 18, and 19, under 35 U.S.C.
20 § 271(b) and 35 U.S.C. § 271(c).

21 82. Upon information and belief, Alphonso actively induces others, such as advertising
22 agencies, advertising partners, advertisers, and/or other third parties in the United States to directly
23 infringe one or more of the claims of the '356 Patent, literally or under the doctrine of equivalents,
24 by making, using, selling, or offering to sell the Alphonso Platform or components thereof.
25 Alphonso was aware of Samba TV and Samba TV's intellectual property rights and received
26 specific notice of the '356 Patent by at least July 5, 2016 when Samba TV filed a lawsuit against
27 Alphonso for infringing the '356 Patent.

1 83. Alphonso instructs third parties to make, use, sell, or offer for sale the Alphonso
2 Platform in a manner that infringes one or more claims of the '356 Patent, including through
3 materials and communication from Alphonso. Alphonso's infringing acts include but are not
4 limited to directing, instructing, and inducing advertising partners and other third parties to sell
5 and offer for sale the infringing Alphonso Platform and directing, instructing, and inducing
6 advertising partners and other third parties to use the Alphonso Platform in an infringing manner.
7 For example, Alphonso has partnered with third parties, such as Tremor Video, who sell the
8 Alphonso Platform. *See* Exhibit 8. Alphonso also directs, instructs, and induces advertising
9 partners, customers, and other third parties to use and how to use the infringing Alphonso Platform
10 through marketing materials, instructions, and other communication from Alphonso. Alphonso
11 also directs, instructs, and induces application developers and other technology partners to make,
12 use, and/or implement the Alphonso Platform. *See* Exhibit 9.

13 84. Through its making, using, selling, and/or offering to sell the Alphonso Platform
14 and through other materials and communication, Alphonso specifically intends advertising
15 agencies, advertising partners, advertisers, and/or other third parties to infringe one or more claims
16 of the '356 Patent. Alphonso is aware that use of the Alphonso Platform in its normal and
17 customary way infringes the '356 Patent and performs acts that constitute induced infringement
18 with knowledge of the '356 Patent and will knowledge or willful blindness that the induced acts
19 constitute infringement of one or more claims of the '356 Patent.

20 85. Alphonso also contributes to the infringement of the '356 Patent by making, using,
21 selling, offering to sell, or otherwise providing the infringing Alphonso Platform or a component
22 thereof to others, such as advertising agencies, advertising partners, consumers, and/or other third
23 parties in the United States, to make, use, sell and/or offer to sell the infringing Alphonso Platform
24 or components thereof. Alphonso contributes to infringement by making, selling, offering for sale,
25 and encouraging others to use the Alphonso Platform, which is designed to infringe and/or has no
26 substantial noninfringing uses. The Alphonso Platform or components thereof are material to the
27 claimed invention, have no substantial non-infringing uses, and are known by Alphonso to be
28 especially made or especially adapted for use in an infringement of the '356 Patent. For example,

1 Alphonso partners with third parties who use and offer to sell the infringing Alphonso Platform.
2 See Exhibit 8. Upon information and belief, direct infringement is the result of activities performed
3 by making or using the Alphonso Platform or components thereof for their intended use. Alphonso
4 was aware of Samba TV and Samba TV's intellectual property rights and received specific notice
5 of the '356 Patent by at least July 5, 2016 when Samba TV filed a lawsuit against Alphonso for
6 infringing the '356 Patent.

7 86. Alphonso's acts of infringement cause damage to Samba TV, and Samba TV is
8 entitled to recover from Alphonso damages sustained as a result of Alphonso's infringement of
9 the '356 Patent, but in no event less than a reasonable royalty.

10 87. Alphonso's acts of infringement, unless restrained and enjoined, will cause
11 irreparable injury and damage to Samba TV for which there is no adequate remedy at law.

12 88. Alphonso's infringement of the '356 Patent is exceptional and entitles Samba TV
13 to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

14 89. Alphonso was aware of Samba TV and Samba TV's intellectual property rights and
15 received specific notice of the '356 Patent by at least July 5, 2016 when Samba TV filed a lawsuit
16 against Alphonso for infringing the '356 Patent. Despite the objectively high risk of infringement,
17 Alphonso continued to take actions to willfully infringe Samba TV's '356 Patent. On information
18 and belief, Alphonso studied Samba TV's website, public announcements, products, and
19 technology, copied Samba's ideas, and attempted to engage in direct competition with Samba TV
20 by making, using, selling, and offering for sale the Alphonso Platform.

21 90. Upon information and belief, Alphonso copied Samba TV's patented technologies,
22 engaged and continues to engage in direct competition with Samba TV using copied technology,
23 and has attempted and continues to attempt to substantially undercut Samba TV's pricing with
24 copied technology and knowledge of Samba TV's intellectual property rights, including the '356
25 Patent. Upon information and belief, Alphonso lacked, and continues to lack, a reasonable belief
26 that it had a meritorious defense to its infringement of the '356 Patent. Alphonso has willfully
27 infringed, and continues to willfully infringe the '356 Patent by engaging in willful, wanton,
28 malicious, bad-faith, deliberate, consciously wrongful, or flagrant conduct. Alphonso did not

1 make a good faith effort to avoid infringing the '356 Patent by taking remedial action to avoid
2 Samba TV's intellectual property rights such as ceasing its infringing activity or attempting to
3 design around the '356 Patent.

4 **COUNT III FOR INFRINGEMENT OF THE '668 PATENT BY DEFENDANT**

5 **CHORDIA**

6 91. Samba TV repeats and realleges the allegations in paragraphs 1–90 as though fully
7 set forth herein.

8 92. Defendant Chordia induced Alphonso to infringe one or more claims of the '668
9 Patent, including at least claims 11, 14, 15, 16, 19, 21, 24, 25, 26, and 29, under 35 U.S.C. § 271(b),
10 and continues to direct, induce, and cause Alphonso to infringe the '668 Patent.

11 93. Upon information and belief, Defendant Chordia was and is actively involved in
12 enabling Alphonso and the Alphonso Platform to infringe the '668 Patent as described in
13 paragraphs 24-35 by personally performing infringing acts and/or directing and ordering other
14 Alphonso officers, agents, employees, or partners of Alphonso to infringe the '668 Patent.

15 94. Defendant Chordia personally participated in acts and directed, ordered, approved,
16 causes, and/or induced acts of and underlying infringement of the '668 Patent. *See* paragraphs 24-
17 35. Defendant Chordia sold, offered for sale, and directed, ordered, induced, approved, and/or
18 caused others to sell and offer for sale the infringing Alphonso Platform. *See* paragraphs 24-35.
19 Defendant Chordia, as founder and CEO of Alphonso, directed, induced, approved, and/or caused
20 others to make the infringing Alphonso Platform. *See* paragraphs 24-35. Defendant Chordia also
21 directed, induced, approved, and/or caused others to use the infringing Alphonso Platform. *See*
22 paragraphs 24-35. Upon information and belief, Defendant Chordia still participates in acts and
23 directs, orders, approves, causes, and/or induces others to perform acts of and underlying
24 infringement of the '668 Patent. *See* paragraphs 24-35.

25 95. Upon information and belief, Defendant Chordia is aware that use of the Alphonso
26 Platform in its normal and customary way infringes the '668 Patent and Defendant Chordia induces
27 acts of infringement with knowledge of the '668 Patent and with knowledge or willful blindness
28

1 that the induced acts constitute infringement of one or more claims of the '668 Patent. *See*
2 paragraphs 24-35.

3 96. Defendant Chordia's inducement of acts that infringe Samba's '668 Patent cause
4 damage to Samba TV, and Samba TV is entitled to recover from Defendant Chordia damages
5 sustained as a result of Defendant Chordia's induced infringement of the '668 Patent, but in no
6 event less than a reasonable royalty.

7 97. Defendant Chordia's inducement of acts that infringe Samba's '668 Patent, unless
8 restrained and enjoined, will cause irreparable injury and damage to Samba TV for which there is
9 no adequate remedy at law.

10 98. Defendant Chordia's inducement of acts that infringe Samba's '668 Patent is
11 exceptional and entitles Samba TV to attorneys' fees and costs incurred in prosecuting this action
12 under 35 U.S.C. § 285.

13 99. Upon information and belief, Defendant Chordia received actual notice of the '668
14 Patent by at least [REDACTED]. Despite the objectively high risk of infringement, Defendant
15 Chordia continued to take actions to willfully infringe Samba TV's '668 Patent. *See* paragraphs
16 24-35.

17 100. Upon information and belief, Defendant Chordia knowingly induced and induces
18 Alphonso to copy Samba TV's patented technologies, to engage in direct competition with Samba
19 TV using copied technology, and to substantially undercut Samba TV's pricing with copied
20 technology and knowledge of Samba TV's intellectual property rights, including the '668 Patent.
21 Defendant Chordia lacks a meritorious defense to his infringement of the '668 Patent. *See*
22 paragraphs 24-35.

23 101. Defendant Chordia lacks a meritorious defense to his infringement of the '356
24 Patent.

25 **COUNT IV FOR INFRINGEMENT OF THE '356 PATENT BY DEFENDANT**

26 **CHORDIA**

27 102. Samba TV repeats and realleges the allegations in paragraphs 1–101 as though fully
28 set forth herein.

1 103. Defendant Chordia induced Alphonso to infringe one or more claims of the '356
2 Patent, including at least claims 1, 2, 10, 11, 13, 14, 15, 16, 18, and 19, under 35 U.S.C. § 271(b),
3 and continues to direct, induce, and cause Alphonso to infringe the '356 Patent.

4 104. Upon information and belief, Defendant Chordia was and is actively involved in
5 enabling Alphonso and the Alphonso Platform to infringe the '356 Patent as described in
6 paragraphs 24-35 by personally performing infringing acts and/or directing and ordering other
7 Alphonso officers, agents, employees, or partners of Alphonso to infringe the '356 Patent.

8 105. Defendant Chordia personally participated in acts and directed, ordered, approved,
9 causes, and/or induced acts of and underlying infringement of the '356 Patent. *See* paragraphs 24-
10 35. Defendant Chordia sold, offered for sale, and directed, ordered, induced, approved, and/or
11 caused others to sell and offer for sale the infringing Alphonso Platform. *See* paragraphs 24-35.
12 Defendant Chordia, as founder and CEO of Alphonso, directed, induced, approved, and/or caused
13 others to make the infringing Alphonso Platform. *See* paragraphs 24-35. Defendant Chordia also
14 directed, induced, approved, and/or caused others to use the infringing Alphonso Platform. *See*
15 paragraphs 24-35. Upon information and belief, Defendant Chordia still participates in acts and
16 directs, orders, approves, causes, and/or induces others to perform acts of and underlying
17 infringement of the '356 Patent. *See* paragraphs 24-35.

18 106. Upon information and belief, Defendant Chordia is aware that use of the Alphonso
19 Platform in its normal and customary way infringes the '356 Patent and Defendant Chordia induces
20 acts of infringement with knowledge of the '356 Patent and with knowledge or willful blindness
21 that the induced acts constitute infringement of one or more claims of the '356 Patent. *See*
22 paragraphs 24-35.

23 107. Defendant Chordia's inducement of acts that infringe Samba's '356 Patent cause
24 damage to Samba TV, and Samba TV is entitled to recover from Defendant Chordia damages
25 sustained as a result of Defendant Chordia's induced infringement of the '356 Patent, but in no
26 event less than a reasonable royalty.

1 108. Defendant Chordia's inducement of acts that infringe Samba's '356 Patent, unless
2 restrained and enjoined, will cause irreparable injury and damage to Samba TV for which there is
3 no adequate remedy at law.

4 109. Defendant Chordia's inducement of acts that infringe Samba's '356 Patent is
5 exceptional and entitles Samba TV to attorneys' fees and costs incurred in prosecuting this action
6 under 35 U.S.C. § 285.

7 110. Upon information and belief, Defendant Chordia received actual notice of the '356
8 Patent by at least July 5, 2016. Upon information and belief, Defendant Chordia received notice
9 that Samba filed claims that Alphonso infringed the '356 Patent by at least July 5, 2016. *See*
10 paragraphs 24-35.

11 111. Despite the high risk of infringement, Defendant Chordia continued to take actions
12 to willfully infringe Samba TV's '356 Patent. *See* paragraphs 24-35.

13 112. Upon information and belief, Defendant Chordia knowingly induced and induces
14 Alphonso to copy Samba TV's patented technologies, to engage in direct competition with Samba
15 TV using copied technology, and to substantially undercut Samba TV's pricing with copied
16 technology and knowledge of Samba TV's intellectual property rights, including the '356 Patent.
17 *See* paragraphs 24-35.

18 113. Defendant Chordia lacks a meritorious defense to his infringement of the '356
19 Patent.

20 **COUNT V FOR INFRINGEMENT OF THE '668 PATENT BY DEFENDANT KODIGE**

21 114. Samba TV repeats and realleges the allegations in paragraphs 1–113 as though fully
22 set forth herein.

23 115. Defendant Kodige induced Alphonso to infringe one or more claims of the '668
24 Patent, including at least claims 11, 14, 15, 16, 19, 21, 24, 25, 26, and 29, under 35 U.S.C. § 271
25 (b), and continues to direct, induce, and cause Alphonso to infringe the '668 Patent.

26 116. Upon information and belief, Defendant Kodige was and is actively involved in
27 enabling Alphonso and the Alphonso Platform to infringe the '668 Patent as described in
28

1 paragraphs 36-46 by personally performing infringing acts and/or directing and ordering other
2 Alphonso officers, agents, employees, or partners of Alphonso to infringe the '668 Patent.

3 117. Defendant Kodige personally participated in acts and directed, ordered, approved,
4 causes, and/or induced acts of and underlying infringement of the '668 Patent. *See* paragraphs 36-
5 46. Defendant Kodige sold, offered for sale, and directed, ordered, induced, approved, and/or
6 caused others to sell and offer for sale the infringing Alphonso Platform. *See* paragraphs 36-46.
7 Defendant Kodige, as founder and CPO of Alphonso, directed, induced, approved, and/or caused
8 others to make the infringing Alphonso Platform. *See* paragraphs 36-46. Defendant Kodige also
9 directed, induced, approved, and/or caused others to use the infringing Alphonso Platform. *See*
10 paragraphs 36-46. Upon information and belief, Defendant Kodige still participates in acts and
11 directs, orders, approves, causes, and/or induces others to perform acts of and underlying
12 infringement of the '668 Patent. *See* paragraphs 36-46.

13 118. Upon information and belief, Defendant Kodige is aware that use of the Alphonso
14 Platform in its normal and customary way infringes the '668 Patent and Defendant Kodige induces
15 acts of infringement with knowledge of the '668 Patent and with knowledge or willful blindness
16 that the induced acts constitute infringement of one or more claims of the '668 Patent. *See*
17 paragraphs 36-46.

18 119. Defendant Kodige's inducement of acts that infringe Samba's '668 Patent cause
19 damage to Samba TV, and Samba TV is entitled to recover from Defendant Kodige damages
20 sustained as a result of Defendant Kodige's induced infringement of the '668 Patent, but in no
21 event less than a reasonable royalty.

22 120. Defendant Kodige's inducement of acts that infringe Samba's '668 Patent, unless
23 restrained and enjoined, will cause irreparable injury and damage to Samba TV for which there is
24 no adequate remedy at law.

25 121. Defendant Kodige's inducement of acts that infringe Samba's '668 Patent is
26 exceptional and entitles Samba TV to attorneys' fees and costs incurred in prosecuting this action
27 under 35 U.S.C. § 285.

1 122. Upon information and belief, Defendant Kodige received actual notice of the '668
2 Patent by at least [REDACTED]. Despite the objectively high risk of infringement, Defendant
3 Kodige continued to take actions to willfully infringe Samba TV's '668 Patent. *See* paragraphs 36-
4 46.

5 123. Upon information and belief, Defendant Kodige knowingly induced and induces
6 Alphonso to copy Samba TV's patented technologies, to engage in direct competition with Samba
7 TV using copied technology, and to substantially undercut Samba TV's pricing with copied
8 technology and knowledge of Samba TV's intellectual property rights, including the '668 Patent.
9 Defendant Kodige lacks a meritorious defense to his infringement of the '668 Patent. *See*
10 paragraphs 36-46.

11 **COUNT IV FOR INFRINGEMENT OF THE '356 PATENT BY DEFENDANT KODIGE**

12 124. Samba TV repeats and realleges the allegations in paragraphs 1–123 as though fully
13 set forth herein.

14 125. Defendant Kodige induced Alphonso to infringe one or more claims of the '356
15 Patent, including at least claims 1, 2, 10, 11, 13, 14, 15, 16, 18, and 19, under 35 U.S.C. § 271 (b),
16 and continues to direct, induce, and cause Alphonso to infringe the '356 Patent.

17 126. Upon information and belief, Defendant Kodige was and is actively involved in
18 enabling Alphonso and the Alphonso Platform to infringe the '356 Patent as described in
19 paragraphs 36-46 by personally performing infringing acts and/or directing and ordering other
20 Alphonso officers, agents, employees, or partners of Alphonso to infringe the '356 Patent.

21 127. Defendant Kodige personally participated in acts and directed, ordered, approved,
22 causes, and/or induced acts of and underlying infringement of the '356 Patent. *See* paragraphs 36-
23 46. Defendant Kodige sold, offered for sale, and directed, ordered, induced, approved, and/or
24 caused others to sell and offer for sale the infringing Alphonso Platform. *See* paragraphs 36-46.
25 Defendant Kodige, as founder and CPO of Alphonso, directed, induced, approved, and/or caused
26 others to make the infringing Alphonso Platform. *See* paragraphs 36-46. Defendant Kodige also
27 directed, induced, approved, and/or caused others to use the infringing Alphonso Platform. *See*
28 paragraphs 36-46. Upon information and belief, Defendant Kodige still participates in acts and

1 directs, orders, approves, causes, and/or induces others to perform acts of and underlying
2 infringement of the '356 Patent. *See* paragraphs 36-46.

3 128. Upon information and belief, Defendant Kodige is aware that use of the Alphonso
4 Platform in its normal and customary way infringes the '356 Patent and Defendant Kodige induces
5 acts of infringement with knowledge of the '356 Patent and with knowledge or willful blindness
6 that the induced acts constitute infringement of one or more claims of the '356 Patent. *See*
7 paragraphs 36-46.

8 129. Defendant Kodige's inducement of acts that infringe Samba's '356 Patent cause
9 damage to Samba TV, and Samba TV is entitled to recover from Defendant Kodige damages
10 sustained as a result of Defendant Kodige's induced infringement of the '356 Patent, but in no
11 event less than a reasonable royalty.

12 130. Defendant Kodige's inducement of acts that infringe Samba's '356 Patent, unless
13 restrained and enjoined, will cause irreparable injury and damage to Samba TV for which there is
14 no adequate remedy at law.

15 131. Defendant Kodige's inducement of acts that infringe Samba's '356 Patent is
16 exceptional and entitles Samba TV to attorneys' fees and costs incurred in prosecuting this action
17 under 35 U.S.C. § 285.

18 132. Upon information and belief, Defendant Kodige received actual notice of the '356
19 Patent by at least July 5, 2016. Upon information and belief, Defendant Kodige received notice
20 that Samba filed claims that Alphonso infringed the '356 Patent by at least July 5, 2016. *See*
21 paragraphs 36-46.

22 133. Despite the high risk of infringement, Defendant Kodige continued to take actions
23 to willfully infringe Samba TV's '356 Patent. *See* paragraphs 36-46.

24 134. Upon information and belief, Defendant Kodige knowingly induced and induces
25 Alphonso to copy Samba TV's patented technologies, to engage in direct competition with Samba
26 TV using copied technology, and to substantially undercut Samba TV's pricing with copied
27 technology and knowledge of Samba TV's intellectual property rights, including the '356 Patent.
28 *See* paragraphs 36-46.

1 135. Defendant Kodige lacks a meritorious defense to his infringement of the '356
2 Patent.

3 **COUNT VII FOR INFRINGEMENT OF THE '668 PATENT BY DEFENDANT**

4 **KALAMPOUKAS**

5 136. Samba TV repeats and realleges the allegations in paragraphs 1–135 as though fully
6 set forth herein.

7 137. Defendant Kalampoukas induced Alphonso to infringe one or more claims of
8 the '668 Patent, including at least claims 11, 14, 15, 16, 19, 21, 24, 25, 26, and 29, under 35 U.S.C.
9 § 271(b), and continues to direct, induce, and cause Alphonso to infringe the '668 Patent.

10 138. Upon information and belief, Defendant Kalampoukas was and is actively involved
11 in enabling Alphonso and the Alphonso Platform to infringe the '668 Patent as described in
12 paragraphs 47-54 by personally performing infringing acts and/or directing and ordering other
13 Alphonso officers, agents, employees, or partners of Alphonso to infringe the '668 Patent.

14 139. Defendant Kalampoukas personally participated in acts and directed, ordered,
15 approved, causes, and/or induced acts of and underlying infringement of the '668 Patent. *See*
16 paragraphs 47-54. Defendant Kalampoukas directed, ordered, induced, approved, and/or caused
17 others to sell and offer for sale the infringing Alphonso Platform. *See* paragraphs 47-54. Defendant
18 Kalampoukas, as founder and CTO of Alphonso, directed, ordered, induced, approved, and/or
19 caused others to make the infringing Alphonso Platform. *See* paragraphs 47-54. Upon information
20 and belief, Defendant Kalampoukas still participates in acts and directs, orders, approves, causes,
21 and/or induces others to perform acts of and underlying infringement of the '668 Patent. *See*
22 paragraphs 47-54.

23 140. Upon information and belief, Defendant Kalampoukas is aware that use of the
24 Alphonso Platform in its normal and customary way infringes the '668 Patent and Defendant
25 Kalampoukas induces acts of infringement with knowledge of the '668 Patent and with knowledge
26 or willful blindness that the induced acts constitute infringement of one or more claims of the '668
27 Patent. *See* paragraphs 47-54.

141. Defendant Kalampoukas's inducement of acts that infringe Samba's '668 Patent cause damage to Samba TV, and Samba TV is entitled to recover from Defendant Kalampoukas damages sustained as a result of Kalampoukas's induced infringement of the '668 Patent, but in no event less than a reasonable royalty.

142. Defendant Kalamoupoukas's inducement of acts that infringe Samba's '668 Patent, unless restrained and enjoined, will cause irreparable injury and damage to Samba TV for which there is no adequate remedy at law.

143. Defendant Kalampoukas's inducement of acts that infringe Samba's '668 Patent is exceptional and entitles Samba TV to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

144. Upon information and belief, Defendant Kalampoukas received actual notice of the '668 Patent by at least on or about [REDACTED]. See paragraphs 47-54.

145. Despite the objectively high risk of infringement, Defendant Kalampoukas continued to take actions to willfully infringe Samba TV's '668 Patent. *See* paragraphs 47-54.

146. Upon information and belief, Defendant Kalampoukas knowingly induced and induces Alphonso to copy Samba TV's patented technologies, to engage in direct competition with Samba TV using copied technology, and to substantially undercut Samba TV's pricing with copied technology and knowledge of Samba TV's intellectual property rights, including the '668 Patent. *See* paragraphs 47-54.

147. Defendant Kalamoukas lacks a meritorious defense to his infringement of the '668 Patent.

COUNT V FOR INFRINGEMENT OF THE '356 PATENT BY DEFENDANT
KALAMPOUKAS

148. Samba TV repeats and realleges the allegations in paragraphs 1–147 as though fully set forth herein.

149. Defendant Kalampoukas induced Alphonso to infringe one or more claims of the '356 Patent, including at least claims 1, 2, 10, 11, 13, 14, 15, 16, 18, and 19, under 35 U.S.C. § 271(b), and continues to direct, induce, and cause Alphonso to infringe the '356 Patent.

1 150. Upon information and belief, Defendant Kalampoukas was and is actively involved
2 in enabling Alphonso and the Alphonso Platform to infringe the '356 Patent as described in
3 paragraphs 47-54 by personally performing infringing acts and/or directing and ordering other
4 Alphonso officers, agents, employees, or partners of Alphonso to infringe the '356 Patent.

5 151. Defendant Kalampoukas personally participated in acts and directed, ordered,
6 approved, causes, and/or induced acts of and underlying infringement of the '356 Patent. *See*
7 paragraphs 47-54. Defendant Kalampoukas directed, ordered, induced, approved, and/or caused
8 others to sell and offer for sale the infringing Alphonso Platform. *See* paragraphs 47-54. Defendant
9 Kalampoukas, as founder and CTO of Alphonso, directed, ordered, induced, approved, and/or
10 caused others to make the infringing Alphonso Platform. *See* paragraphs 47-54. Upon information
11 and belief, Defendant Kalampoukas still participates in acts and directs, orders, approves, causes,
12 and/or induces others to perform acts of and underlying infringement of the '356 Patent. *See*
13 paragraphs 47-54.

14 152. Upon information and belief, Defendant Kalampoukas is aware that use of the
15 Alphonso Platform in its normal and customary way infringes the '356 Patent and Defendant
16 Kalampoukas induces acts of infringement with knowledge of the '356 Patent and with knowledge
17 or willful blindness that the induced acts constitute infringement of one or more claims of the '356
18 Patent. *See* paragraphs 47-54.

19 153. Defendant Kalampoukas's inducement of acts that infringe Samba's '356 Patent
20 cause damage to Samba TV, and Samba TV is entitled to recover from Defendant Kalampoukas
21 damages sustained as a result of Kalampoukas's induced infringement of the '356 Patent, but in
22 no event less than a reasonable royalty.

23 154. Defendant Kalampoukas's inducement of acts that infringe Samba's '356 Patent,
24 unless restrained and enjoined, will cause irreparable injury and damage to Samba TV for which
25 there is no adequate remedy at law.

26 155. Defendant Kalampoukas's inducement of acts that infringe Samba's '356 Patent is
27 exceptional and entitles Samba TV to attorneys' fees and costs incurred in prosecuting this action
28 under 35 U.S.C. § 285.

1 156. Upon information and belief, Defendant Kalampoukas received actual notice of
 2 the '356 Patent by at least July 5, 2016. Upon information and belief, Defendant Kalampoukas
 3 received notice that Samba filed claims that Alphonso infringed the '356 Patent by at least July 5,
 4 2016. *See* paragraphs 47-54.

5 157. Despite the high risk of infringement, Defendant Kalampoukas continued to take
 6 actions to willfully infringe Samba TV's '356 Patent. *See* paragraphs 47-54.

7 158. Upon information and belief, Defendant Kalampoukas knowingly induced and
 8 induces Alphonso to copy Samba TV's patented technologies, to engage in direct competition with
 9 Samba TV using copied technology, and to substantially undercut Samba TV's pricing with copied
 10 technology and knowledge of Samba TV's intellectual property rights, including the '356 Patent.
 11 *See* paragraphs 47-54.

12 159. Defendant Kalampoukas lacks a meritorious defense to his infringement of the '356
 13 Patent.

14 **JURY DEMAND**

15 Samba TV respectfully demands a jury trial on all issues and claims so triable.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Samba TV respectfully requests this Court enter judgment in its favor
 18 and grant the following relief against Alphonso:

- 19 1. Judgment that Alphonso infringed and continues to infringe the Patents-in-Suit;
- 20 2. Judgment that Defendant Chordia induced infringement and continues to induce
 21 infringement of the Patents-in-Suit;
- 22 3. Judgment that Defendant Kodige induced infringement and continues to induce
 23 infringement of the Patents-in-Suit;
- 24 4. Judgment that Defendant Kalampoukas induced infringement and continues to
 25 induce infringement of the Patents-in-Suit;
- 26 5. Judgment that Alphonso's infringement of the Patents-in-Suit was willful and
 27 continues to be willful;

1 6. Judgment that Defendant Chordia's infringement of the Patents-in-Suit was
2 willful and continues to be willful;

3 7. Judgment that Defendant Kodige's infringement of the Patents-in-Suit was willful
4 and continues to be willful;

5 8. Judgment that Defendant Kalampoukas's infringement of the Patents-in-Suit was
6 willful and continues to be willful;

7 9. Award Samba TV damages in an amount adequate to compensate Samba TV for
8 the infringement of the Patents-in-Suit by Defendants Alphonso, Chordia, Kodige, and
9 Kalampoukas, but in no event less than a reasonable royalty under 35 U.S.C. § 284;

10 10. Award Samba TV enhanced damages pursuant to 35 U.S.C. § 284;

11 11. Award Samba TV pre-judgment and post-judgment interest to the full extent
12 allowed under the law;

13 12. Award Samba TV costs;

14 13. Enter an order finding this to be an exceptional case and award Samba TV its
15 reasonable attorneys' fees pursuant to 35 U.S.C. § 285;

16 14. Enter a permanent injunction against Alphonso and its respective officers
17 (including Chordia, Kodige, and Kalampoukas), directors, shareholders, agents, servants,
18 employees, attorneys, all parent, subsidiary and affiliate corporations, their successors in interest
19 and assigns, and all other entities and individuals acting in concert with it or on its behalf,
20 including customers, from making, importing, using, offering for sale, and/or selling any product
21 or service falling within the scope of any claim of the Patents-in-Suit or otherwise infringing or
22 contributing to or inducing infringement of any claim of the Patents-in-Suit;

23 15. Award, in lieu of an injunction, a compulsory ongoing royalty;

24 16. Order an accounting of damages; and

25 17. Award such other relief as the Court may deem appropriate and just under the
26 circumstances.

DATED: August 11, 2017

Respectfully submitted,

/s/ William P. Nelson

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