

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

INTELLECTUAL VENTURES I LLC and)	
INTELLECTUAL VENTURES II LLC,)	
)	
<i>Plaintiffs,</i>)	C.A. No. 2:23-cv-525
)	
v.)	
)	
LIBERTY MUTUAL HOLDING COMPANY)	JURY TRIAL DEMANDED
INC., LIBERTY MUTUAL INSURANCE)	
COMPANY, LIBERTY MUTUAL GROUP)	
INC., LIBERTY MUTUAL PLANO LLC,)	
LIBERTY MUTUAL TECHNOLOGY)	
GROUP, INC., COMPARION INSURANCE)	
AGENCY LLC, IRONSHORE HOLDINGS)	
(US) INC.,)	
)	
<i>Defendants.</i>)	

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs Intellectual Ventures I LLC and Intellectual Ventures II LLC (collectively, “Intellectual Ventures” or “Plaintiffs”), in their Complaint of patent infringement against Defendants Liberty Mutual Holding Company Inc., Liberty Mutual Insurance Company, Liberty Mutual Group Inc., Liberty Mutual Plano LLC, Liberty Mutual Technology Group, Inc., Comparion Insurance Agency LLC, and Ironshore Holdings (US) Inc. (collectively, “Liberty Mutual” or “Defendants”), hereby allege as follows:

NATURE OF THE ACTION

1. This is a civil action for the infringement of United States Patent No. 8,332,844 (“the ’844 Patent”), United States Patent No. US 7,712,080 (“the ’080 Patent”), United States Patent No. 8,407,722 (the “’722 Patent”), and United States Patent No. 7,949,785 (the “’785

Patent”) (collectively, the “Patents-in-Suit”) under the Patent Laws of the United States, 35 U.S.C.

§ 1 *et seq.*

THE PARTIES

Intellectual Ventures

2. Plaintiff Intellectual Ventures I LLC (“Intellectual Ventures I”) is a Delaware limited liability company having its principal place of business at located at 3150 139th Avenue SE, Bellevue, Washington 98005.

3. Plaintiff Intellectual Ventures II LLC (“Intellectual Ventures II”) is a Delaware limited liability company having its principal place of business at located at 3150 139th Avenue SE, Bellevue, Washington 98005.

4. Intellectual Ventures I is the owner of all rights, title, and interest in and to the ’080, ’722, and ’785 Patents.

5. Intellectual Ventures II is the owner of all rights, title, and interest in and to the ’844 Patent.

LIBERTY MUTUAL

6. Upon information and belief, Defendant is a corporation organized and existing under the laws of Massachusetts with a principal place of business at 175 Berkeley Street, Boston, MA 02116-5066. On information and belief, LMHC does business itself, or through its subsidiaries, affiliates, and/or agents, in the State of Texas and the Eastern District of Texas.

7. Upon information and belief, LMHC utilizes, services, tests, distributes, and/or offers in the State of Texas and the Eastern District of Texas insurance services and technologies (“Accused Systems and Services”) thereof that infringe the Patents-in-Suit, contributes to the infringement by others, and/or induces others to commit acts of patent infringement in the State of Texas and the Eastern District of Texas.

8. Upon information and belief, Defendant Liberty Mutual Group Inc. (“LMG”) is a corporation organized and existing under the laws of Massachusetts with a principal place of business at 175 Berkeley Street, Boston, MA 02116-5066. On information and belief, LMG does business itself, or through its subsidiaries, affiliates, and/ or agents, in the State of Texas and the Eastern District of Texas.

9. Upon information and belief, LMG utilizes, services, tests, distributes, and/or offers in the State of Texas and the Eastern District of Texas insurance services and technologies thereof that infringe the Patents-in-Suit, contributes to the infringement by others, and/or induces others to commit acts of patent infringement in the State of Texas and the Eastern District of Texas.

10. Upon information and belief, Defendant Liberty Mutual Technology Group, Inc. (“LMTG”) is a corporation organized and existing under the laws of Massachusetts with a principal place of business at 175 Berkeley Street, Boston, MA 02116-5066. On information and belief, LMTG does business itself, or through its subsidiaries, affiliates, and/ or agents, in the State of Texas and the Eastern District of Texas.

11. Upon information and belief, LMTG utilizes, services, tests, distributes, and/or offers in the State of Texas and the Eastern District of Texas insurance services and technologies thereof that infringe the Patents-in-Suit, contributes to the infringement by others, and/or induces others to commit acts of patent infringement in the State of Texas and the Eastern District of Texas.

12. Upon information and belief, Defendant Comparion Insurance Agency LLC (“Comparion”) is a limited liability company organized and existing under the laws of Delaware with a principal place of business at 175 Berkeley Street, Boston, MA 02116-5066. On information and belief, Comparion does business itself, or through its subsidiaries, affiliates, and/ or agents, in the State of Texas and the Eastern District of Texas.

13. Upon information and belief, Comparion utilizes, services, tests, distributes, and/or offers in the State of Texas and the Eastern District of Texas insurance services and technologies thereof that infringe the Patents-in-Suit, contributes to the infringement by others, and/or induces others to commit acts of patent infringement in the State of Texas and the Eastern District of Texas.

14. Upon information and belief, Defendant Ironshore Holdings (US) Inc (“Ironshore”) is a limited liability company organized and existing under the laws of Delaware with a principal place of business at 175 Berkeley Street, Boston, MA 02116-5066. On information and belief, Ironshore does business itself, or through its subsidiaries, affiliates, and agents, in the State of Texas and the Eastern District of Texas.

15. Upon information and belief, Ironshore utilizes, services, tests, distributes, and/or offers in the State of Texas and the Eastern District of Texas insurance services and technologies thereof that infringe the Patents-in-Suit, contributes to the infringement by others, and/or induces others to commit acts of patent infringement in the State of Texas and the Eastern District of Texas.

16. Upon information and belief, Defendant Liberty Mutual Plano LLC (“LMP”) is a limited liability company organized and existing under the laws of Delaware with a principal place of business at 7900 Windrose Ave., Plano, Texas 75024. On information and belief, LMP does business itself, or through its subsidiaries, affiliates, and agents, in the State of Texas and the Eastern District of Texas.

17. Upon information and belief, LMP utilizes, services, tests, distributes, and/or offers in the State of Texas and the Eastern District of Texas insurance services and technologies (“Accused Systems and Services”) thereof that infringe the Patents-in-Suit, contributes to the infringement by others, and/or induces others to commit acts of patent infringement in the State of Texas and the Eastern District of Texas.

18. Upon information and belief, Liberty Mutual utilizes, services, tests, distributes, and/or offers in the State of Texas and the Eastern District of Texas insurance services and technologies that utilize the Accused Systems and Services, contributes to the infringement by others, and/or induces others to commit acts of patent infringement in the State of Texas and the Eastern District of Texas.

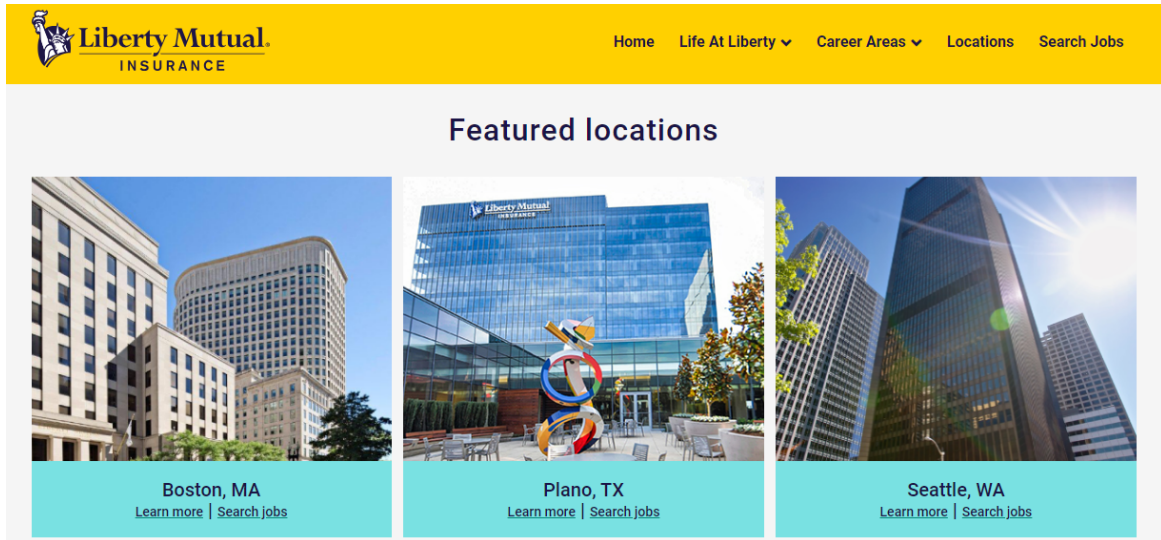
19. Liberty Mutual has regular and established places of business, at which it has committed acts of infringement and placed the Accused Systems and Services into the stream of commerce, throughout the State of Texas and Eastern District of Texas. For example, Liberty Mutual maintains a regional headquarters at 7900 Windrose Ave., Plano, Texas 75024 (“Liberty Mutual Plano HQ”), which consolidated six separate offices.¹ Liberty Mutual maintains additional branches throughout this District, including at 20229 SH 249, Ste. 125, Houston, TX 77070 (“Liberty Mutual Branches”), through its wholly owned subsidiaries, Comparion and Ironshore.²

20. Upon information and belief, Liberty Mutual Plano HQ in this District is a regular, continuous, and established physical place of business of Liberty Mutual, being established, ratified, and/or controlled by Liberty Mutual as a regional headquarters, which is a place of business at which Liberty Mutual utilizes, services, tests, distributes, and/or offers insurance systems and services that utilize the Accused Systems and Services.

¹ <https://www.dallasnews.com/business/real-estate/2018/05/24/liberty-mutual-s-towering-plano-regional-campus-is-almost-half-full/> (last accessed on November 13, 2023)

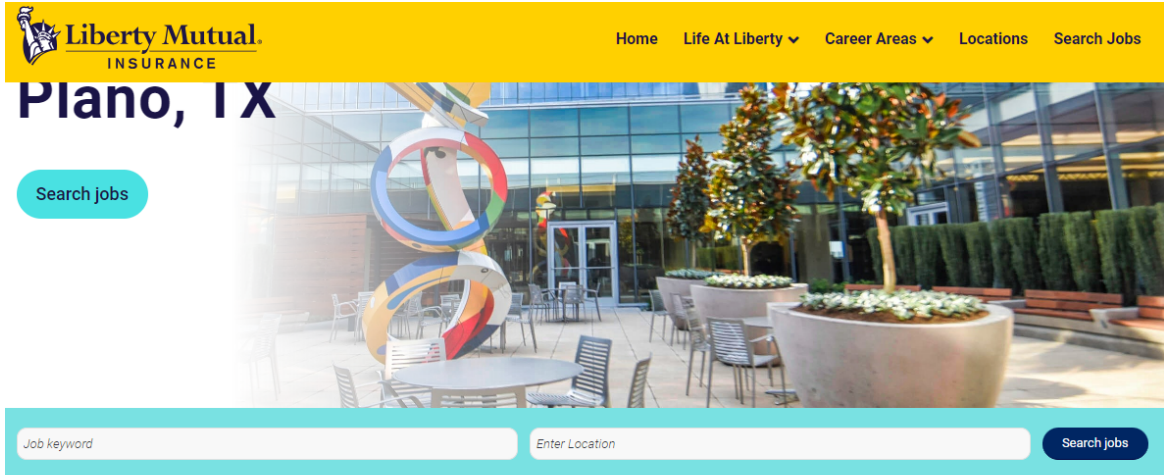
² <https://www.comparioninsurance.com/insurance-agent/texas> (last accessed on November 13, 2023)

21. Upon information and belief, Liberty Mutual ratifies and holds Liberty Mutual Plano HQ out as a regular and established place of business of Liberty Mutual in this District as a “Featured location.”³



³ <https://libertymutual-v2.cert.xcc.x-cloud.io/locations/>; <https://libertymutual-v2.cert.xcc.x-cloud.io/locations/plano-tx/>; <https://www.companioninsurance.com/insurance-agent/texas> (last accessed on November 13, 2023)

22. Upon information and belief, Liberty Mutual built Liberty Mutual Plano HQ to accommodate approximately 5,000 employees and currently houses approximately 2,000.⁴



With roles in Claims, Sales, Nursing, Underwriting, and more, **there's plenty of room to grow in our new Legacy West campus in Plano.** Not only is our newest campus LEED-certified, It also features electric-vehicle charging stations, priority ridesharing parking, and more than 4,500 parking spaces—98% of which are covered. Additional amenities include full-service cafés, rooftop gardens, and convenient access to nearby shops, restaurants, and local apartments.

23. Upon information and belief, Liberty Mutual Plano HQ is home to employees working in customer service, claims, underwriting and sales, across its personal, commercial, surety and specialty lines of business.⁵

24. Upon information and belief, Liberty Mutual ratifies and holds Liberty Mutual Plano HQ out as a regular and established place of business of Liberty Mutual in this District, for

⁴ <https://libertymutual-v2.cert.xcc.x-cloud.io/locations/>; <https://libertymutual-v2.cert.xcc.x-cloud.io/locations/plano-tx/> (last accessed on November 13, 2023)

⁵ <https://www.dallasnews.com/business/economy/2017/11/29/liberty-mutual-s-new-plano-campus-to-welcome-thousands-of-new-employees-in-january/> (last accessed on November 13, 2023)

example, there are numerous job openings in Plano, Texas,⁶ relating to underwriting, sales, cybersecurity, analytics, data science, software engineering, risk control, and more.⁷

25. Upon information and belief, the Liberty Mutual Branches in this District are regular, continuous, and established physical places of business of Liberty Mutual, being established, ratified, and/or controlled by Liberty Mutual as authorized branches, which are the places of business at which Liberty Mutual utilizes, services, tests, distributes, and/or offers insurance systems and services that utilize the Accused Systems and Services.

26. Upon information and belief, Liberty Mutual further ratifies and holds its Liberty Mutual Branches out as regular, continuous, and established places of business of Liberty Mutual in this District by recruiting, hiring, training, offering compensation and benefits to, controlling, and/or labeling as authorized or certified Liberty Mutual employees and agents some or all of the employees or agents employed in this District, including for example, underwriting specialists, analysts, cyber security strategists, and brand researchers.⁸

27. Upon information and belief, Liberty Mutual ratifies and holds these Liberty Mutual Branches out as regular and established places of business of Liberty Mutual in this District by listing it in “Find a local insurance agent in Texas” on Comparion’s website, including, *e.g.*, as shown below:⁹

⁶https://searchjobs.libertymutualgroup.com/careers?location=%20Plano%2C%20Texas%2075024%20United%20States%20&pid=618493766462&domain=libertymutual.com&sort_by=relevance (last accessed on November 13, 2023)

⁷<https://libertymutual.eightfold.ai/careers?pid=618494004077&location=Plano%2C%20Texas%20United%20States&triggerGoButton=false> (last accessed on November 13, 2023)

⁸https://searchjobs.libertymutualgroup.com/careers?location=%20Plano%2C%20Texas%2075024%20United%20States%20&pid=618493766462&domain=libertymutual.com&sort_by=relevance (last accessed on November 13, 2023)

⁹ <https://www.comparioninsurance.com/insurance-agent/texas> (last accessed on November 13, 2023)

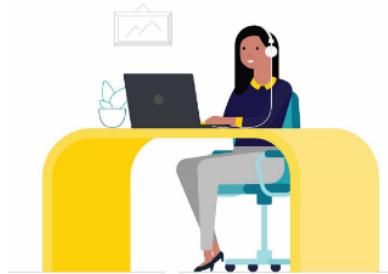


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Comparison Insurance Agency is one of the largest Personal Lines agencies in the U.S. by premium with over 2,000 local agents and 180 offices. Comparison is owned by Liberty Mutual, a Fortune 75 company.

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Our offices

Georgetown, TX 4407 South IH-35 Ste 202 Georgetown, TX 78626 512-591-2172 View agents 3.1 / 5 ★★★★★ (29 Reviews) Closed - Opens at 8:30AM Tuesday	The Woodlands, TX 2520 Research Forest Drive Suite 120 The Woodlands, TX 77381 281-364-1090 View agents 4.7 / 5 ★★★★★ (77 Reviews) Closed - Opens at 8:30AM Tuesday	Houston, TX 20329 SH 249 Ste 125 Houston, TX 77070 281-320-1181 View agents 3.9 / 5 ★★★★★ (91 Reviews) Closed - Opens at 8:30AM Tuesday
Plano, TX 7900 Windrose Ave Plano, TX 75024	Austin, TX 12515 Research Blvd Bldg 8 Ste 200 Austin, TX 78759	New Braunfels, TX 111 W San Antonio St Ste 250 New Braunfels, TX 78130


28. Upon information and belief, Liberty Mutual further ratifies and holds these Liberty Mutual Branches out as regular and established places of business of Liberty Mutual in this District by offering on Comparison's website the Accused Systems and Services at the physical, geographical location of these Liberty Mutual Branches, including, e.g., as shown below:¹⁰

¹⁰ <https://www.comparisoninsurance.com/insurance-agent/texas/plano-059f>;
<https://www.comparisoninsurance.com/insurance-agent/texas/houston-0942> (last accessed on November 13, 2023)

Comparion Insurance Agency

PLANO, TX

"Expert insurance advice from a member of your local community"





Office address


7900 Windrose Ave
Plano, TX 75024

[Get directions >](#)

Contact Us

 972-619-4830

 800-599-0329 (Toll-Free)

 603-559-9473 (Fax)

Hours

Monday:	8:30am - 5:00pm
Tuesday:	8:30am - 5:00pm
Wednesday:	8:30am - 5:00pm
Thursday:	8:30am - 5:00pm
Friday:	8:30am - 5:00pm
Saturday:	By appointment only
Sunday:	By appointment only

About our office

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At the Comparion office in Plano, trained local agents can help you find the coverage you need, and the discounts you deserve.

Since 2007 our office has proudly served the communities of Plano, Richardson and Dallas.

Causes close to our hearts

Our representatives are involved in the local community by supporting the Plano Sports Association and Allen Sports Association.

Talk to a Comparion Agent Today

Contact a sales representative today to learn more about which auto insurance, home insurance, and life insurance options are best for you and your family.

Quote with an insurance agent


We're ready to offer personalized advice and quotes on auto, home, life, pet, and more.

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Comparion Insurance Agency

HOUSTON, TX

"Expert insurance advice from a member of your local community"





Office address

20329 SH 249
Ste 125
Houston, TX 77070

[Get directions >](#)

Contact Us

 281-320-1181

 800-756-0582 (Toll-Free)

Hours

Monday:	8:30am - 5:00pm
Tuesday:	8:30am - 5:00pm
Wednesday:	8:30am - 5:00pm
Thursday:	8:30am - 5:00pm
Friday:	8:30am - 5:00pm
Saturday:	Closed
Sunday:	Closed

About our office

♦♦♦

At the Comparion office in Houston, trained local agents can help you find the coverage you need, and the discounts you deserve. Our office in Houston is located in the Vintage Park Center off of Louetta Rd. in Building J.

For more than 22 years we have proudly served the Spring area, which includes the communities of northwest Houston, Tomball, Spring and Klein.

Causes close to our hearts

Representatives from our office are active members in the Tomball, Houston Northwest and Spring-Klein Chambers of Commerce.

Talk to a Comparion Agent Today

Quote with an insurance agent

We're ready to offer personalized advice and quotes on auto, home, life, pet, and more.

[Start your quote](#)

29. Upon information and belief, Liberty Mutual further ratifies and holds these Liberty Mutual Branches out as regular and established places of business of Liberty Mutual in this District by recruiting, hiring, training, offering compensation and benefits to, controlling, and/or labeling as authorized or certified Liberty Mutual employees and agents some or all of the employees or agents employed in this District by these Liberty Mutual Branches, including for example, Liberty Mutual sales associates, sales insurance agents, sales managers, underwriters, and wholesale distributors.¹¹

¹¹ <https://business.libertymutual.com/ironshore/> (last accessed on November 13, 2023)

30. Upon information and belief, Liberty Mutual further ratifies and holds these Liberty Mutual Branches out as regular and established places of business of Liberty Mutual by providing them with promotions and sharing customer data with these Liberty Mutual Branches to offer customized Liberty Mutual services.

31. Upon information and belief, Liberty Mutual has established, ratified, and holds these Liberty Mutual Branches out as regular and established places of business of Liberty Mutual by directing and controlling these Liberty Mutual Branches' actions and services in the foregoing manner, and has consented to these Liberty Mutual Branches acting on Liberty Mutual's behalf and being Liberty Mutual's place of business whereby the Accused Systems and Services are utilized, serviced, tested, distributed, and/or offered in order to place the Accused Systems and Services into the stream of commerce in this District, and these Liberty Mutual Branches have consented to act on Liberty Mutual's behalf pursuant to the foregoing terms of control and direction in order to be able to offer the Accused Systems and Services in this District.

JURISDICTION AND VENUE

32. This is an action for patent infringement arising under the patent laws of the United States. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

33. This Court has personal jurisdiction over Liberty Mutual because Liberty Mutual conducts business in and has committed acts of patent infringement, contributed to infringement by others, and/or induced others to commit acts of patent infringement in this District, the State of Texas, and elsewhere in the United States and has established minimum contacts with this forum state such that the exercise of jurisdiction over Liberty Mutual would not offend the traditional notions of fair play and substantial justice. Upon information and belief, Liberty Mutual transacts substantial business with entities and individuals in the State of Texas and the Eastern District of

Texas, by among other things, utilizing, servicing, testing, distributing, and/or offering Liberty Mutual Systems and Services that infringe the Accused Systems and Services, including the infringing insurance services and technologies thereof that Liberty Mutual purposefully directs into the State of Texas and this District as alleged herein, as well as by providing service and support to its partners, vendors, and/or third-parties in this District. Liberty Mutual places the accused insurance services and technologies thereof into the stream of commerce via authorized and established distribution channels with the knowledge and expectation that they will be utilized, serviced, tested, distributed, and/or offered in the State of Texas, including this District, and do not otherwise permit the use, service, offer, test, distribution, and/or provision of the accused insurance services and technologies thereof in the State of Texas, or in this District. Liberty Mutual invested \$325 million to develop two 19-story towers in Plano, Texas for 5,000 employees; received a corporate incentive package from the City of Plano in the form of a \$5.2 million cash grant and a 10-year city property tax abatement for 50 percent of the value of the property; relocated employees from offices scattered across North Texas in Irving and Richardson; and employs at least 2,000 individuals in various roles, including customer service, claims, underwriting and sales, across its personal, commercial, surety and specialty lines of business, with at least 62 current job openings relating to underwriting, cyber security, analytics, data science, software engineering, risk control, and more.¹²

¹² <https://www.dallasnews.com/business/real-estate/2018/05/24/liberty-mutual-s-towering-plano-regional-campus-is-almost-half-full/>;
<https://www.dallasnews.com/business/economy/2017/11/29/liberty-mutual-s-new-plano-campus-to-welcome-thousands-of-new-employees-in-january/>;
<https://jobs.libertymutualgroup.com/locations/>;
[https://searchjobs.libertymutualgroup.com/careers?location=%20Plano%2C%20Texas%2075024%20United%20States%20&pid=618493766462&domain=libertymutual.com&sort_by=relevance](https://searchjobs.libertymutualgroup.com/careers?location=%20Plano%2C%20Texas%2075024%20United%20States%20&pid=618493766462&domain=libertymutual.com&sort_by=relevance;);

34. Liberty Mutual is subject to this Court’s general and specific jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to Liberty Mutual’s substantial business in the State of Texas and this District, including through its past infringing activities, because Liberty Mutual regularly does and solicits business herein, and/or because Liberty Mutual has engaged in persistent conduct and/or has derived substantial revenues from systems and services offered to partners, vendors, and/or third-parties in the State of Texas and this District and a corporate incentive package it received from the City of Plano in exchange for Liberty Mutual’s employment and investment commitments.¹³

35. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)-(c) and 1400(b) because Liberty Mutual resides in this District as it maintains its principal place of business at 7900 Windrose Ave., Plano, Texas 75024, maintains numerous regular and established places of business at in this District, and has committed and continues to commit acts of infringement in this District giving rise to this Action.

FACTUAL BACKGROUND

36. Intellectual Ventures Management, LLC (“Intellectual Ventures Management”) was founded in 2000. Since then, Intellectual Ventures Management has been involved in the business of inventing. Intellectual Ventures Management facilitates inventions by inventors and the filing of patent applications for those inventions, collaborations with others to develop and patent inventions, and the acquisition and licensing of patents from individual inventors, universities, corporations, and other institutions. A significant aspect of Intellectual Ventures

<https://libertymutual.eightfold.ai/careers?pid=618494004077&location=Plano%2C%20Texas%20United%20States&triggerGoButton=false> (last accessed on November 13, 2023)

¹³ <https://www.dallasnews.com/business/economy/2017/11/29/liberty-mutual-s-new-plano-campus-to-welcome-thousands-of-new-employees-in-january/> (last accessed on November 13, 2023)

Management's business is managing the plaintiffs in this case, Intellectual Ventures I and Intellectual Ventures II.

37. One of the founders of Intellectual Ventures Management is Nathan Myhrvold, who worked at Microsoft from 1986 until 2000 in a variety of executive positions, culminating in his appointment as the company's first Chief Technology Officer in 1996. While at Microsoft, Dr. Myhrvold founded Microsoft Research in 1991 and was one of the world's foremost software experts. Between 1986 and 2000, Microsoft became the world's largest technology company.

38. Under Dr. Myhrvold's leadership, Intellectual Ventures acquired more than 70,000 patents covering many important inventions of the Internet era.

39. Liberty Mutual offers several types of Accused Systems and Services to its partners, vendors, and/or third-parties. Liberty Mutual utilizes, services, tests, distributes, and/or offers insurance systems and services that infringe the Accused Systems and Services with the use of various systems, including but not limited to: Kubernetes, Docker, Kafka, and Spark systems. These systems and services are used by various insurance systems and services managed by Liberty Mutual to enable the insurance products and services it offers to its customers. Liberty Mutual uses, services, tests, distributes, and/or offers its Accused Systems and Services throughout the world, including in the United States and Texas.

THE PATENTS-IN-SUIT

U.S. Patent No. 8,332,844

43. On December 11, 2012, the PTO issued the '844 Patent, titled "Root Image Caching and Indexing for Block-Level Distributed Application Management." The '844 Patent is valid and enforceable. A copy of the '844 Patent is attached as Exhibit 1.

44. Intellectual Ventures II is the owner of all rights, title, and interest in and to the '844 Patent, and holds all substantial rights therein, including the right to grant licenses, to exclude others, and to enforce and recover past damages for infringement of the '844 Patent.

U.S. Patent No. 8,407,722

45. On March 26, 2013, the PTO issued the '722 Patent, titled "Asynchronous Messaging Using a Node Specialization Architecture in the Dynamic Routing Network." The '722 Patent is valid and enforceable. A copy of the '722 Patent is attached as Exhibit 2.

46. Intellectual Ventures I is the owner of all rights, title, and interest in and to the '722 Patent, and holds all substantial rights therein, including the right to grant licenses, to exclude others, and to enforce and recover past damages for infringement of the '722 Patent.

U.S. Patent No. 7,712,080

47. On May 4, 2010, the PTO issued the '080 Patent, titled "Systems and Methods for Parallel Distributed Programming." The '080 Patent is valid and enforceable. A copy of the '080 Patent is attached as Exhibit 3.

48. Intellectual Ventures I is the owner of all rights, title, and interest in and to the '080 Patent, and holds all substantial rights therein, including the right to grant licenses, to exclude others, and to enforce and recover past damages for infringement of the '080 Patent.

U.S. Patent No. 7,949,785

49. On May 24, 2011, the PTO issued the '785 Patent, titled "Secure Virtual Community Network System." The '785 Patent is valid and enforceable. A copy of the '785 Patent is attached as Exhibit 4.

50. Intellectual Ventures I is the owner of all rights, title, and interest in and to the '785 Patent, and holds all substantial rights therein, including the right to grant licenses, to exclude others, and to enforce and recover past damages for infringement of the '785 Patent.

COUNT I

(Liberty Mutual's Infringement of U.S. Patent No. 8,332,844)

51. IV incorporates paragraphs 1 through 50 herein by reference.

52. **Direct Infringement.** Liberty Mutual, without authorization or license from IV, has directly infringed, and continues to directly infringe, literally and/or by the doctrine of equivalents, individually and/or jointly, the '844 Patent, by utilizing, servicing, testing, distributing, and/or offering the Accused Systems and Services that infringe the '844 Patent, including but not limited to at least the Accused Systems and Services identified in the example charts incorporated, per paragraph 61 below, into this Count (collectively, "Example Liberty Mutual Count I Systems and Services") that infringe at least the example claims of the '844 Patent identified in the charts incorporated into this Count (the "Example '844 Patent Claims") literally or by the doctrine of equivalents.

53. On information and belief, Liberty Mutual has also infringed and continues to directly infringe, literally or under the doctrine of equivalents, the Example '844 Patent Claims, by internal testing and use of the Example Liberty Mutual Count I Systems and Services.

54. Liberty Mutual has known that its infringing systems and services, such as the Example Liberty Mutual Count I Systems and Services, cannot be used without infringing the technology claimed in the '844 Patent, and are not staple articles of commerce suitable for substantial non-infringing uses.

55. **Willful Blindness.** Liberty Mutual knew of the '844 Patent, or should have known of the '844 Patent, but was willfully blind to its existence. Liberty Mutual has had actual

knowledge of the '844 Patent not later than receipt of a letter, dated November 14, 2023 and received on the same date. By the time of trial, Liberty Mutual will have known and intended (since receiving such notice) that its continued actions would infringe and actively induce and contribute to the infringement of one or more claims of the '844 Patent. *See* Exhibit 5 (Notice Letter).

56. **Induced Infringement.** Liberty Mutual has also contributed to and/or induced, and continues to contribute to and/or induce the infringement of the '844 Patent by contributing to and/or inducing its partners, vendors, and/or third-parties to use its systems and services, such as Example Liberty Mutual Count I Systems and Services, in an infringing manner as described above, including encouraging and instructing its partners, vendors, and/or third-parties to infringe the '844 Patent.

57. Liberty Mutual therefore actively, knowingly, and intentionally has committed, and continue to commit, affirmative acts that cause infringement, literally and/or by the doctrine of equivalents, of one or more claims of the '844 Patent with knowledge of the '844 Patent and knowledge that the induced acts constitute infringement of one or more claims of the '844 Patent. Liberty Mutual has actively induced others, including, but not limited to partners, vendors, and/or third-parties who use the Example Liberty Mutual Count I Systems and Services to infringe the '844 Patent, literally and/or by the doctrine of equivalents, throughout the United States, including within this District, by, among other things, advertising, promoting, and instructing the infringing use of the Example Liberty Mutual Count I Systems and Services.

58. **Contributory Infringement.** Liberty Mutual actively, knowingly, and intentionally has committed, and continues to commit contributory infringement, literally and/or by the doctrine of equivalents, by, *inter alia*, knowingly providing software and technologies that

when used, cause the direct infringement of one or more claims of the '844 Patent by its partners, vendors and/or third-parties, and which have no substantial non-infringing uses, or include a separate and distinct technology that is especially made or especially adapted for use in infringement of the '844 Patent, and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

59. Liberty Mutual therefore actively, knowingly, and intentionally has been and continues to materially contribute to their partners', vendors', and/or third-parties' infringement of the '844 Patent, literally and/or by the doctrine of equivalents, by providing software and technologies of the Example Liberty Mutual Count I Systems and Services for use in a manner that infringes one or more claims of the '844 Patent. Example Liberty Mutual Count I Systems and Services are especially made or adapted for infringing the '844 Patent and have no substantial non-infringing use.

60. Exhibit 6 (claim charts) includes the Example Liberty Mutual Count I Systems and Services and Example '844 Patent Claims. As set forth in these charts, the Example Liberty Mutual Count I Systems and Services practice the technology claimed by the '844 Patent. Accordingly, the Example Liberty Mutual Count I Systems and Services incorporated in these charts satisfy all elements of the Example '844 Patent Claims.

61. IV therefore incorporates by reference in its allegations herein the claim chart of Exhibit 6.

62. IV is entitled to recover damages adequate to compensate for Liberty Mutual's infringement of the '844 Patent and will continue to be damaged by such infringement. IV is entitled to recover damages from Liberty Mutual to compensate it for Liberty Mutual's

infringement, as alleged above, in an amount measured by no less than a reasonable royalty under 35 U.S.C. § 284, as well as enhanced damages pursuant to 35 U.S.C. § 284.

63. Further, Liberty Mutual's infringement of IV's rights under the '844 Patent will continue to damage IV's business, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by the Court.

COUNT II

(Liberty Mutual's Infringement of U.S. Patent No. 8,407,722)

64. IV incorporates paragraphs 1 through 63 herein by reference.

65. **Direct Infringement.** Liberty Mutual, without authorization or license from IV, has directly infringed, and continues to directly infringe, literally and/or by the doctrine of equivalents, individually and/or jointly, the '722 Patent, by utilizing, servicing, testing, distributing, and/or offering the Accused Systems and Services that infringe the '772 Patent, including but not limited to at least the Accused Systems and Services identified in the example charts incorporated, per paragraph 74 below, into this Count (collectively, "Example Liberty Mutual Count II Systems and Services") that infringe at least the example claims of the '722 Patent identified in the charts incorporated into this Count (the "Example '722 Patent Claims") literally or by the doctrine of equivalents.

66. On information and belief, Liberty Mutual has also infringed and continues to directly infringe, literally or under the doctrine of equivalents, the Example '722 Patent Claims, by internal testing and use of the Example Liberty Mutual Count II Systems and Services.

67. Liberty Mutual has known that its infringing systems, platforms, and services, such as the Example Liberty Mutual Count II Systems and Services, cannot be used without infringing the technology claimed in the '722 Patent, and are not staple articles of commerce suitable for substantial non-infringing uses.

68. **Willful Blindness.** Liberty Mutual knew of the '722 Patent, or should have known of the '722 Patent, but was willfully blind to its existence. Liberty Mutual has had actual knowledge of the '722 Patent not later than receipt of a letter, dated November 14, 2023, and received on the same date. By the time of trial, Liberty Mutual will have known and intended (since receiving such notice) that its continued actions would infringe and actively induce and contribute to the infringement of one or more claims of the '722 Patent. *See* Exhibit 5 (Notice Letter).

69. **Example Induced Infringement.** Liberty Mutual has also contributed to and/or induced, and continues to contribute to and/or induce the infringement of the '722 Patent by contributing to and/or inducing its partners, vendors, and/or third-parties to use or cause to use the its systems and services, such as Example Liberty Mutual Count II Systems and Services, in an infringing manner as described above, including encouraging and instructing its partners, vendors, and/or third-parties to infringe the '722 Patent.

70. Liberty Mutual therefore actively, knowingly, and intentionally has committed, and continue to commit, affirmative acts that cause infringement, literally and/or by the doctrine of equivalents, of one or more claims of the '722 Patent with knowledge of the '722 Patent and knowledge that the induced acts constitute infringement of one or more claims of the '722 Patent. Liberty Mutual has actively induced others, including, but not limited to partners, vendors, and/or third-parties of the Example Liberty Mutual Count II Systems and Services to infringe the '722 Patent, literally and/or by the doctrine of equivalents, throughout the United States, including within this District, by, among other things, advertising, promoting, and instructing the infringing use of the Example Liberty Mutual Count II Systems and Services.

71. **Contributory Infringement.** Liberty Mutual actively, knowingly, and intentionally has committed, and continues to commit contributory infringement, literally and/or by the doctrine of equivalents, by, *inter alia*, knowingly providing software and technologies that when used, cause the direct infringement of one or more claims of the '722 Patent by its partners, vendors, and/or third-parties, and which have no substantial non-infringing uses, or include a separate and distinct technology that is especially made or especially adapted for use in infringement of the '722 Patent, and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

72. Liberty Mutual therefore actively, knowingly, and intentionally has been and continues to materially contribute to their partners', vendors', and/or third-parties' infringement of the '722 Patent, literally and/or by the doctrine of equivalents, by selling Example Liberty Mutual Count II Systems and Services to them for use in a manner that infringes one or more claims of the '722 Patent. Example Liberty Mutual Count II Systems and Services are especially made or adapted for infringing the '722 Patent and have no substantial non-infringing use.

73. Exhibit 7 (claim charts) includes the Example Liberty Mutual Count II Systems and Services and Example '722 Patent Claims. As set forth in these charts, the Example Liberty Mutual Count II Systems and Services practice the technology claimed by the '722 Patent. Accordingly, the Example Liberty Mutual Count II Systems and Services incorporated in these charts satisfy all elements of the Example '722 Patent Claims.

74. IV therefore incorporates by reference in its allegations herein the claim charts of Exhibit 7.

75. IV is entitled to recover damages adequate to compensate for Liberty Mutual's infringement of the '722 Patent and will continue to be damaged by such infringement. IV is

entitled to recover damages from Liberty Mutual to compensate it for Liberty Mutual's infringement, as alleged above, in an amount measured by no less than a reasonable royalty under 35 U.S.C. § 284, as well as enhanced damages pursuant to 35 U.S.C. § 284.

76. Further, Liberty Mutual's infringement of IV's rights under the '722 Patent will continue to damage IV's business, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by the Court.

COUNT III

(Liberty Mutual's Infringement of U.S. Patent No. 7,712,080)

77. IV incorporates paragraphs 1 through 76 herein by reference.

78. **Direct Infringement.** Liberty Mutual, without authorization or license from IV, has directly infringed, and continues to directly infringe, literally and/or by the doctrine of equivalents, individually and/or jointly, the '080 Patent, by utilizing, servicing, testing, distributing, and/or offering the Accused Systems and Services that infringe the '080 Patent, including but not limited to at least the Accused Systems and Services identified in the example charts incorporated, per paragraph 87 below, into this Count (collectively, "Example Liberty Mutual Count III Systems and Services") that infringe at least the example claims of the '080 Patent identified in the charts incorporated into this Count (the "Example '080 Patent Claims") literally or by the doctrine of equivalents.

79. On information and belief, Liberty Mutual has also infringed and continues to directly infringe, literally or under the doctrine of equivalents, the Example '080 Patent Claims, by internal testing and use of the Example Liberty Mutual Count III Systems and Services.

80. Liberty Mutual has known that its infringing systems and services, such as the Example Liberty Mutual Count III Systems and Services, cannot be used without infringing the

technology claimed in the '080 Patent, and are not staple articles of commerce suitable for substantial non-infringing uses.

81. **Willful Blindness.** Liberty Mutual knew of the '080 Patent, or should have known of the '080 Patent, but was willfully blind to its existence. Liberty Mutual has had actual knowledge of the '080 Patent not later than receipt of a letter, dated November 14, 2023, and received on the same date. By the time of trial, Liberty Mutual will have known and intended (since receiving such notice) that its continued actions would infringe and actively induce and contribute to the infringement of one or more claims of the '080 Patent. *See* Exhibit 5 (Notice Letter).

82. **Example Induced Infringement.** Liberty Mutual has also contributed to and/or induced, and continues to contribute to and/or induce the infringement of the '080 Patent by contributing to and/or inducing its partners, vendors, and/or third-parties to use its systems and services, such as Example Liberty Mutual Count III Systems and Services, in an infringing manner as described above, including encouraging and instructing its partners, vendors, and/or third-parties to infringe the '080 Patent.

83. Liberty Mutual therefore actively, knowingly, and intentionally has committed, and continue to commit, affirmative acts that cause infringement, literally and/or by the doctrine of equivalents, of one or more claims of the '080 Patent with knowledge of the '080 Patent and knowledge that the induced acts constitute infringement of one or more claims of the '080 Patent. Liberty Mutual has actively induced others, including, but not limited to, partners, vendors, and/or third-parties that use the Example Liberty Mutual Count III Systems and Services to infringe the '080 Patent, literally and/or by the doctrine of equivalents, throughout the United States, including

within this District, by, among other things, advertising, promoting, and instructing the infringing use of the Example Liberty Mutual Count III Systems and Services.

84. **Contributory Infringement.** Liberty Mutual actively, knowingly, and intentionally has committed, and continues to commit contributory infringement, literally and/or by the doctrine of equivalents, by, *inter alia*, knowingly providing software and technologies that when used, cause the direct infringement of one or more claims of the '080 Patent by its partners, vendors, and/or third-parties, and which have no substantial non-infringing uses, or include a separate and distinct technology that is especially made or especially adapted for use in infringement of the '080 Patent, and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

85. Liberty Mutual therefore actively, knowingly, and intentionally has been and continues to materially contribute to their partners', vendors', and/or third-parties' infringement of the '080 Patent, literally and/or by the doctrine of equivalents, by selling Example Liberty Mutual Count III Systems and Services for use in a manner that infringes one or more claims of the '080 Patent. Example Liberty Mutual Count III Systems and Services are especially made or adapted for infringing the '080 Patent and have no substantial non-infringing use.

86. Exhibit 8 (claim charts) includes the Example Liberty Mutual Count III Systems and Services and Example '080 Patent Claims. As set forth in these charts, the Example Liberty Mutual Count III Systems and Services practice the technology claimed by the '080 Patent. Accordingly, the Example Liberty Mutual Count III Systems and Services incorporated in these charts satisfy all elements of the Example '080 Patent Claims.

87. IV therefore incorporates by reference in its allegations herein the claim charts of Exhibit 8.

88. IV is entitled to recover damages adequate to compensate for Liberty Mutual's infringement of the '080 Patent and will continue to be damaged by such infringement. IV is entitled to recover damages from Liberty Mutual to compensate it for Liberty Mutual's infringement, as alleged above, in an amount measured by no less than a reasonable royalty under 35 U.S.C. § 284, as well as enhanced damages pursuant to 35 U.S.C. § 284.

89. Further, Liberty Mutual's infringement of IV's rights under the '080 Patent will continue to damage IV's business, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by the Court.

COUNT IV

(Liberty Mutual's Infringement of U.S. Patent No. 7,949,785)

90. IV incorporates paragraphs 1 through 89 herein by reference.

91. **Direct Infringement.** Liberty Mutual, without authorization or license from IV, has directly infringed, and continues to directly infringe, literally and/or by the doctrine of equivalents, individually and/or jointly, the '785 Patent, by utilizing, servicing, testing, distributing, and/or offering the Accused Systems and Services that infringe the '785 Patent, including but not limited to at least the Accused Systems and Services identified in the example charts incorporated, per paragraph 100 below, into this Count (collectively, "Example Liberty Mutual Count IV Systems and Services") that infringe at least the example claims of the '785 Patent identified in the charts incorporated into this Count (the "Example '785 Patent Claims") literally or by the doctrine of equivalents.

92. On information and belief, Liberty Mutual has also infringed and continues to directly infringe, literally or under the doctrine of equivalents, the Example '785 Patent Claims, by internal testing and use of the Example Liberty Mutual Count IV Systems and Services.

93. Liberty Mutual has known that its infringing systems and services, such as the Example Liberty Mutual Count IV Systems and Services, cannot be used without infringing the technology claimed in the '785 Patent, and are not staple articles of commerce suitable for substantial non-infringing uses.

94. **Willful Blindness.** Liberty Mutual knew of the '785 Patent, or should have known of the '785 Patent, but was willfully blind to its existence. Liberty Mutual has had actual knowledge of the '785 Patent not later than receipt of a letter, dated November 14, 2023, and received on the same date. By the time of trial, Liberty Mutual will have known and intended (since receiving such notice) that its continued actions would infringe and actively induce and contribute to the infringement of one or more claims of the '785 Patent. *See* Exhibit 5 (Notice Letter).

95. **Example Induced Infringement.** Liberty Mutual has also contributed to and/or induced, and continues to contribute to and/or induce the infringement of the '785 Patent by contributing to and/or inducing its partners, vendors, and/or third-parties to use its systems and services, such as Example Liberty Mutual Count IV Systems and Services, in an infringing manner as described above, including encouraging and instructing its partners, vendors, and/or third-parties to infringe the '785 Patent.

96. Liberty Mutual therefore actively, knowingly, and intentionally has committed, and continue to commit, affirmative acts that cause infringement, literally and/or by the doctrine of equivalents, of one or more claims of the '785 Patent with knowledge of the '785 Patent and knowledge that the induced acts constitute infringement of one or more claims of the '785 Patent. Liberty Mutual has actively induced others, including, but not limited to, partners, vendors, and/or third-parties of the Example Liberty Mutual Count IV Systems and Services to infringe the '785

Patent, literally and/or by the doctrine of equivalents, throughout the United States, including within this District, by, among other things, advertising, promoting, and instructing the infringing use of the Example Liberty Mutual Count IV Systems and Services.

97. **Contributory Infringement.** Liberty Mutual actively, knowingly, and intentionally has committed, and continues to commit contributory infringement, literally and/or by the doctrine of equivalents, by, *inter alia*, knowingly providing software and technologies that when used, cause the direct infringement of one or more claims of the '785 Patent by its partners, vendors, and/or third-parties, and which have no substantial non-infringing uses, or include a separate and distinct technology that is especially made or especially adapted for use in infringement of the '785 Patent, and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

98. Liberty Mutual therefore actively, knowingly, and intentionally has been and continues to materially contribute to their partners', vendors', and/or third-parties' infringement of the '785 Patent, literally and/or by the doctrine of equivalents, by selling Example Liberty Mutual Count IV Systems and Services for use in a manner that infringes one or more claims of the '785 Patent. Example Liberty Mutual Count IV Systems and Services are especially made or adapted for infringing the '785 Patent and have no substantial non-infringing use.

99. Exhibit 9 (claim charts) includes the Example Liberty Mutual Count IV Systems and Services and Example '785 Patent Claims. As set forth in these charts, the Example Liberty Mutual Count IV Systems and Services practice the technology claimed by the '785 Patent. Accordingly, the Example Liberty Mutual Count IV Systems and Services incorporated in these charts satisfy all elements of the Example '785 Patent Claims.

100. IV therefore incorporates by reference in its allegations herein the claim charts of Exhibit 9.

101. IV is entitled to recover damages adequate to compensate for Liberty Mutual's infringement of the '785 Patent and will continue to be damaged by such infringement. IV is entitled to recover damages from Liberty Mutual to compensate it for Liberty Mutual's infringement, as alleged above, in an amount measured by no less than a reasonable royalty under 35 U.S.C. § 284, as well as enhanced damages pursuant to 35 U.S.C. § 284.

102. Further, Liberty Mutual's infringement of IV's rights under the '785 Patent will continue to damage IV's business, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by the Court.

DEMAND FOR JURY TRIAL

103. Under Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs respectfully request a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request the following relief:

- A. A judgment that the Patents-in-Suit are valid and enforceable;
- B. A judgment that Defendants directly infringe, contributorily infringe, and/or induce infringement of one or more claims of *each of* the Patents-in-Suit;
- C. A judgment that awards Plaintiffs all damages adequate to compensate them for Defendants' direct infringement, contributory infringement, and/or induced infringement, of the Patents-in-Suit, including all pre-judgment and post-judgment interest at the maximum rate permitted by law;
- D. A judgment that awards Plaintiffs all appropriate damages under 35 U.S.C. § 284 for Defendants' past infringement with respect to the Patents-in-Suit;

- E. A judgment that awards Plaintiffs all appropriate damages under 35 U.S.C. § 284 for Defendants' continuing or future infringement, up until the date such judgment is entered with respect to the Patents-in-Suit, including ongoing royalties, pre- and post-judgment interest, costs, and disbursements as justified under 35 U.S.C. § 284;
- F. A judgment that this case is exceptional under 35 U.S.C. § 285;
- G. An accounting of all damages not presented at trial; and
- H. A judgment that awards Plaintiffs their costs, disbursements, attorneys' fees, and such further and additional relief as is deemed appropriate by the Court.

Dated: November 15, 2023

RESPECTFULLY SUBMITTED,

By: /s/ Jonathan K. Waldrop
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