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 12 *Gaming Ltd., and SIA Evolution Latvia*

13 **IN THE UNITED STATES DISTRICT COURT**

14 **FOR THE DISTRICT OF NEVADA**

15 EVOLUTION MALTA LIMITED, EVOLUTION
 16 GAMING MALTA LIMITED, EVOLUTION
 GAMING LIMITED, and SIA EVOLUTION
 17 LATVIA,

18 Plaintiffs,

19 v.

20 LIGHT & WONDER, INC. f/k/a SCIENTIFIC
 GAMES CORP. and LNW GAMING, INC. f/k/a
 21 SG GAMING, INC.,

22 Defendants.

Case No.: 2:24-cv-00993

**PLAINTIFFS' EX PARTE MOTION
 FOR LEAVE TO FILE SELECT
 PORTIONS OF COMPLAINT UNDER
 SEAL**

23 Pursuant to LR IA 7-2 and LR IA 10-5, Plaintiffs Evolution Malta Limited, Evolution
 24 Gaming Malta Limited, Evolution Gaming Limited, and SIA Evolution Latvia (collectively,
 25 "Evolution"), by and through their undersigned counsel, hereby move this Court for leave to file
 26 under seal select portions of Evolution's Complaint (ECF No. 1).
 27

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MEMORANDUM OF POINTS AND AUTHORITIES

Two standards generally govern motions to seal documents. *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677 (9th Cir. 2010). First, a “compelling reasons” standard applies to the sealing of dispositive motions and the documents attached to dispositive motions. *Wells Fargo Bank, N.A. v. Saticoy Bay LLC Series 3948 Applecrest*, No. 2:17-cv-01360-APG-VCF, 2020 WL 2311560, at *2 (D. Nev. Apr. 23, 2020). Second, a lesser “good cause” standard applies to complaints. *Sectra Commc’ns AB v. Absolute Software, Inc.*, No. C22-353RSM, 2024 WL 776067, at *1 (W.D. Wash. Feb. 26, 2024) (“The Court finds that the good cause standard applies to the Second Amended Complaint and the compelling reasons standard applies to the Motion to Dismiss.”).

As Evolution only seeks to redact and seal portions of the Complaint, and not a dispositive motion, the “good cause” standard applies.¹ The “good cause” standard considers whether “‘good cause’ exists to protect th[e] information from being disclosed to the public by balancing the needs for discovery against the need for confidentiality.” *Phillips ex rel. Estates of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1213 (9th Cir.2002). Further, the request to seal records “must be ‘narrowly tailored’ to remove from” public access only that material warranting protection. *Wells Fargo Bank, N.A. v. Saticoy Bay LLC Series 3948 Applecrest*, No. 2:17-cv-01360-APG-VCF, 2020 WL 2311560, at *2 (citations omitted). Accordingly, “the Court must order that redacted version [of the subject records] be filed rather than seal” them in their entirety. *Id.* (citation omitted).

Evolution seeks to redact portions of its Complaint that refer to information that is subject to confidentiality provisions between Evolution and the Defendants. Further, the information Evolution seeks to redact may fall within the scope of the confidentiality provisions of the agreements between the parties. Public disclosure of such information risks Defendants claiming

¹ Even if the “compelling reasons” standard applied, the factors the court must weight include the “public interest in understanding the judicial process and whether disclosure of the material could result in improper use of the material for scandalous or libelous purposes or infringement upon trade secrets.” *Hagestad v. Tragesser*, 49 F.3d 1430, 1434 (9th Cir.1995) (*quoting EEOC v. Erection Co., Inc.*, 900 F.2d 168, 170 (9th Cir.1990)). Given the confidentiality provisions between the parties discussed below, Evolution’s request to seal would also satisfy the “compelling reasons” standard.

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1 that Evolution violated Evolution’s obligations under the agreements.

2 Based on these representations, protecting such information in the Complaint outweighs
3 the public interest in access to this litigation’s records. Lastly, the request for sealing is narrowly
4 tailored, only excluding information that may be subject to the confidentiality provisions of the
5 agreements between the parties. This partial sealing of the record allows Evolution to protect such
6 information while leaving the rest of the record available to the public.

7 Accordingly, Evolution hereby requests that the Court enter an order sealing selected
8 portions of Evolution’s Complaint.

9 Dated this 28th day of May 2024.

10 **HOLLEY DRIGGS**

11 */s/ Jason D. Smith*

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INDEX OF EXHIBITS

<u>Description</u>	Exhibit
Redacted copy of Plaintiffs' Complaint	1

EXHIBIT 1

Redacted Complaint

1 NICHOLAS J. SANTORO, ESQ.
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 GAMES CORP. and LNW GAMING, INC. f/k/a
 21 SG GAMING, INC.,

22 Defendants.

Case No.: 2:24-cv-00993

COMPLAINT

JURY DEMAND

23 Plaintiff Evolution Malta Limited, Evolution Gaming Malta Limited, Evolution Gaming
 24 Limited, and SIA Evolution Latvia (collectively, “Evolution”), by and through their undersigned
 25 counsel, seek a declaration and judgment that Defendants Light & Wonder, Inc. f/k/a Scientific
 26 Games Corp. (“Light & Wonder”) and LNW Gaming, Inc. f/k/a SG Gaming, Inc. (“LNW
 27 Gaming”) (collectively, “L&W”) deliberately and willfully infringe U.S. Patent Nos. 10,629,024

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1 (“the ’024 patent”), 11,011,014 (“the ’014 patent”), and 11,756,371 (“the ’371 patent”)
2 (collectively, the “Asserted Patents”), which are each owned by and assigned to Evolution, and
3 that L&W misappropriated Evolution’s trade secrets.

4 **NATURE OF THE ACTION**

5 1. This case arises out of L&W’s use of, without authorization or license,
6 Evolution’s intellectual property, including L&W’s deliberate infringement of patents that protect
7 Evolution’s technology and L&W’s misappropriation of Evolution’s highly valuable trade secrets.

8 2. Evolution is a leading provider of fully-integrated online casino solutions
9 to online gaming operators and land-based casinos.¹ Evolution was founded in 2006 as one of the
10 first providers of B2B live casino solutions in Europe. Live casinos are a form of online gambling
11 where the games are facilitated in real-time by a human dealer and players can place wagers and
12 participate online. Live casinos have become immensely popular among players because they
13 replicate online the environment of a land-based casino. Due to its industry-leading solutions,
14 Evolution has been named Live Casino Supplier of the Year at the EGR B2B Awards, which
15 reward the best service providers in the online gaming industry, 12 years in a row.²

16 3. L&W is a “cross-platform global games company with a focus on content
17 and digital markets.”³ L&W supplies gaming machines, gaming content, casino management
18 systems, and table game products and services to licensed gaming entities, such as casinos.⁴
19 According to L&W, its products are installed in all of the major regulated U.S. gaming
20 jurisdictions.⁵

21 4. In 2018, Evolution launched its Lightning Roulette game in an online live
22 version format. Lightning Roulette is presented in a game show-style environment with advanced

23 ¹ See <https://www.evolution.com/company-overview>.

24 ² See [https://www.evolution.com/news/five-wins-for-evolution-group-at-egr-b2b-awards-
25 including-live-casino-supplier-of-the-year-for-12th-year-running/](https://www.evolution.com/news/five-wins-for-evolution-group-at-egr-b2b-awards-including-live-casino-supplier-of-the-year-for-12th-year-running/).

26 ³ Light & Wonder, Inc., Annual Report (Form 10-K) (for fiscal year ending Dec. 31, 2023) at 8.

27 ⁴ *Id.*

⁵ *Id.* at 9.

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1 sound and lighting effects, that combines all the familiar elements of traditional roulette (*e.g.*,
2 wheel, dealer, roulette bets), but adds additional features to enhance the players' experience by,
3 for example, including extra chances to win at higher payouts.⁶ Specifically, in each round, after
4 players place their bets on the roulette table, Lightning Roulette randomly selects between one and
5 five "Lucky Numbers" and identifies them by using animated lightning strikes. Each of these
6 "Lucky Numbers" is assigned a multiplied payout of between 50x and 500x. If the ball lands in
7 one of these "Lucky Numbers," then each player who bet on that number is paid out according to
8 the random multiplier assigned to that number for that roulette spin. In the online live version,
9 users are able to participate online in a game that is hosted by a live dealer.⁷ Lightning Roulette,
10 due to its unique formatting and features, has been hugely successful and is enjoyed by millions
11 of players around the world.⁸ Indeed, Lightning Roulette is the largest and most profitable roulette
12 game in the world.

13 5. In 2022, building on Lightning Roulette's success, Evolution launched
14 XXXtreme Lightning Roulette, which also randomly selects between one and five "Lightning
15 Numbers" that are assigned multipliers from 50x up to 500x.⁹ In XXXtreme Lightning Roulette,
16 however, the numbers can be selected again potentially increasing multipliers up to 2,000x.¹⁰

17 6. The U.S. Patent and Trademark Office awarded Evolution several patents
18 for the innovations embodied in Lightning Roulette, including the '024, '014, and '371 patents.
19 The gaming industry has also recognized Lightning Roulette's innovation and contribution to the
20 field and awarded Evolution a number of prestigious awards for Lightning Roulette.

21
22
23 ⁶ See <https://games.evolution.com/live-casino/live-roulette/lightning-roulette/>.

24 ⁷ See <https://www.evolution.com/games/live-roulette/>.

25 ⁸ See, *e.g.*, <https://evolution.com/news/evolution-and-scientific-games-strike-land-based-lightning-roulette-deal>.

26 ⁹ See <https://www.evolution.com/news/evolution-launches-xxxxtreme-lightning-roulette-latest-lightning-family-live-casino-games/>.

27 ¹⁰ *Id.*

1 7. For example, Lightning Roulette was awarded Product Innovation of the
2 Year at the 2018 Global Gaming Awards, which recognized Lightning Roulette as “the most
3 revolutionary product in the last 12 months.”¹¹ The Product Innovation of the Year award is “one
4 of the most prestigious awards to win.”¹²

5 8. Lightning Roulette was also the winner of the Product Innovation of the
6 Year award at the 2018 Global Gaming Expo (G2E), beating nine other shortlisted candidates and
7 “prov[ing] that its sophisticated software contributions to the industry in both sectors (land-based,
8 as well as digital) have been unsurpassed in the past 12 months.”¹³

9 9. Lightning Roulette was also named Game of the Year at the EGR Operator
10 Awards in 2018 and recognized as the game “making the biggest annual impact.”¹⁴ The EGR
11 Operator Awards are considered the “Oscars of the egaming sector” and reward operators for
12 “setting the [industry] standard.”¹⁵ The Game of the Year winner is decided by votes by peer
13 operators who were shortlisted for one of the awards.¹⁶

14 10. Lightning Roulette was also awarded Game of the Year at the American
15 Gambling Awards in 2022.¹⁷

16 11. L&W’s former Senior Vice President of Global Systems and Table Games
17 recognized what a “phenomenal success” Lightning Roulette has been and attributed that success
18 to “provid[ing] a truly unique roulette experience for players.”¹⁸

19 _____
20 ¹¹ <https://www.globalgamingawards.com/vegas/2018/>;
21 [https://www.gamblinginsider.com/news/6039/global-gaming-awards-las-vegas-2018-winners-](https://www.gamblinginsider.com/news/6039/global-gaming-awards-las-vegas-2018-winners-revealed)
22 [revealed.](https://www.gamblinginsider.com/news/6039/global-gaming-awards-las-vegas-2018-winners-revealed)

23 ¹² <https://stargambling.net/news/global-gaming-awards-2018-vegas.html>.

24 ¹³ [https://www.realmoneyaction.com/evolution-gaming-wins-product-innovation-of-the-year-at-](https://www.realmoneyaction.com/evolution-gaming-wins-product-innovation-of-the-year-at-g2e/)
25 [g2e/](https://www.realmoneyaction.com/evolution-gaming-wins-product-innovation-of-the-year-at-g2e/).

26 ¹⁴ <https://lcb.org/news/evolution-s-lightning-roulette-voted-goty-at-egr>.

27 ¹⁵ <https://egr.global/events/egr-operator-awards-2018/>.

¹⁶ <https://lcb.org/news/evolution-s-lightning-roulette-voted-goty-at-egr>.

¹⁷ <https://www.evolution.com/games/lightning-roulette/>.

¹⁸ [https://evolution.com/news/evolution-and-scientific-games-strike-land-based-lightning-](https://evolution.com/news/evolution-and-scientific-games-strike-land-based-lightning-roulette-deal)
[roulette-deal.](https://evolution.com/news/evolution-and-scientific-games-strike-land-based-lightning-roulette-deal)

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1 12. Evolution sought to build on the success of the online live version of
2 Lightning Roulette and increase its brand exposure and potential market. Evolution thus identified
3 potential partners who could help bring Lightning Roulette to land-based casinos worldwide,
4 including in the United States. Not surprisingly, numerous companies, recognizing Lightning
5 Roulette’s success and the huge earning opportunity associated with producing a version for land-
6 based casinos, expressed interest in partnering with Evolution for this opportunity.

7 13. Evolution began negotiating the terms of an agreement with a competitor of
8 L&W to develop a land-based version of Lightning Roulette. After Evolution’s negotiations with
9 that company began, L&W (at the time, Scientific Games) expressed its interest in partnering with
10 Evolution to develop the land-based version of Lightning Roulette. Accordingly, Evolution was
11 engaged in parallel negotiations with L&W and L&W’s competitor.

12 14. Over the ensuing months, LNW Gaming (at the time, SG Gaming, Inc.) and
13 Evolution negotiated the terms of an agreement for producing a physical Lightning Roulette game
14 table to be placed in land-based casinos. [REDACTED]

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

23 15. During the course of the parties’ negotiations, LNW Gaming continuously
24 delayed the progress of negotiations. As Evolution repeatedly told LNW Gaming, it was extremely
25 important to Evolution for the first land-based Lightning Roulette game tables to be placed in land-
26 based casinos by January 2022, to coincide with Evolution’s planned U.S. launch of the online
27 version of Lightning Roulette. It was not until Evolution informed LNW Gaming that Evolution

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1 would pursue an arrangement with one of LNW Gamings’ competitors if LNW Gaming continued
2 to delay negotiations that LNW Gaming finally re-engaged in negotiations.

3 16. [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 [REDACTED] identified some of Evolution’s intellectual property that protects Lightning
8 Roulette, including the ’024 patent and the application that led to the ’014 patent.

9 17. [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]

14 [REDACTED]. These math files, which are each prominently
15 marked “COMPANY CONFIDENTIAL” at the top, lay out the underlying math for the Lightning
16 Roulette game, including the frequency with which each multiplier is selected, the frequency with
17 which the roulette numbers are selected as “Lucky Numbers,” and the frequency with which the
18 ball lands on a roulette number. This information is proprietary, unique to the Lightning Roulette
19 game, and cannot be readily ascertained through proper means, including by observing the
20 Lightning Roulette features or by playing the game. The proprietary information allows, among
21 other things, the game to remain profitable despite the inclusion of multipliers with increased
22 payouts and increases player engagement with the game.

23 18. Evolution spent significant time and resources developing the math files for
24 Lightning Roulette and Lightning Roulette’s success is attributable, at least in part, to the
25 information in these math files. [REDACTED]

26 [REDACTED]
27 [REDACTED].

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1 19. Evolution and LNW Gaming ultimately entered into an agreement on
2 March 29, 2021 that required LNW Gaming to develop and manufacture a physical Lightning
3 Roulette game table to be placed in land-based casinos beginning in January 2022 (hereinafter, the
4 “Agreement”). [REDACTED]

5 [REDACTED]
6 [REDACTED]. Through this arrangement with
7 LNW Gaming, Lightning Roulette, which had exclusively been available online, would be
8 introduced for the first time in land-based casinos.

9 20. [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 21. After entering into the Agreement, Evolution publicly announced that it had
22 entered into an exclusive agreement with L&W (then, Scientific Games) to make Evolution’s
23 multi-award winning live online Lightning Roulette game available as a physical game in land-
24 based casinos worldwide.¹⁹ That press release included the following quote from L&W’s then
25 Senior Vice President of Global Systems and Table Games:

26 ¹⁹ [https://www.prnewswire.com/news-releases/evolution-and-scientific-games-strike-land-based-](https://www.prnewswire.com/news-releases/evolution-and-scientific-games-strike-land-based-lightning-roulette-deal-301300565.html)
27 [lightning-roulette-deal-301300565.html](https://www.prnewswire.com/news-releases/evolution-and-scientific-games-strike-land-based-lightning-roulette-deal-301300565.html).

1 We have watched Lightning Roulette’s phenomenal success in a live-dealer, online
 2 format and cannot wait to make it available on gaming floors of land-based casinos
 3 across North America and around the world. With its trademark lightning strikes
 4 and big-win multipliers, Lightning Roulette is sure to be one of the most visually
 5 engaging and entertaining live table games ever offered. It provides a truly unique
 6 roulette experience for players and we are confident that in its land-based form,
 7 scheduled for go-live in 2022, it will be an absolute star attraction.²⁰

8 22. Over the ensuing months, LNW Gaming led Evolution to believe that it was
 9 working on developing the Lightning Roulette game tables pursuant to the parties’ Agreement.
 10 However, in August 2021 and much to Evolution’s surprise, LNW Gaming attempted to
 11 unilaterally terminate the parties’ Agreement. Evolution also learned that LNW Gaming was
 12 falsely informing Evolution customers that the Agreement had been terminated.

13 23. Even more disturbingly, L&W announced the launch of its own copycat
 14 roulette game, called RouletteX. L&W has released RouletteX in at least two different forms: in
 15 an electronic table game format, which, according to L&W, “demonstrates the Company’s passion
 16 to cultivate unique gaming experiences in the rapidly growing [electronic table game] sector,” and
 17 in a physical table game format, like the type it was supposed to—but failed to—make for
 18 Lightning Roulette.²¹

19 24. RouletteX’s appearance, features, and functionality are strikingly similar to
 20 Lightning Roulette. For example, RouletteX—like Lightning Roulette—randomly selects up to
 21 five roulette numbers and assigns multipliers from 50x to 500x to those randomly selected numbers
 22 for each roulette spin.²² RouletteX even identifies these randomly selected numbers with an
 23 animated lightning strike, like Lightning Roulette. If the ball falls into one of those randomly
 24 selected roulette numbers and the player bet on that number, then RouletteX pays out according to
 25 the assigned multiplier, again like Lightning Roulette.

26 ²⁰ *Id.*

27 ²¹ <https://explore.lnw.com/newsroom/scientific-games-is-driving-the-future-of-gaming/>; *see also*,
 e.g., <https://www.youtube.com/watch?v=7e22FFSWTac> at 0:22, 0:43, 0:53.

²² *See, e.g.,* <https://www.indiangaming.com/light-wonder-roulette-x/>; *see also*
<https://www.youtube.com/watch?v=gSD-ynTxJ8M>.

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1 25. L&W recently petitioned the Pennsylvania Gaming Control Board to add a
2 temporary regulation (58 Pa. Code § 617b.5) allowing certificate holders in Pennsylvania to offer
3 RouletteX. The temporary regulation states that “Roulette X is similar to already authorized
4 Lightning Roulette in that it incorporates increased payout odds being randomly applied to the
5 Roulette table.”²³ Because “Roulette X, [is] a variation on Lightning Roulette,” the temporary
6 regulation provides that RouletteX “shall follow the rules and procedures of Lightning Roulette
7 under § 617b.3 (relating to Lightning Roulette).”²⁴

8 26. According to L&W’s Senior Vice President of Global Table Gaming,
9 RouletteX is “a very big product for [L&W]” that is “in the field” and “driving a ton of
10 excitement.”²⁵ In fact, L&W sees RouletteX as its “number one product right now in [L&W]’s
11 ETG space.”²⁶ He further explained that “players love it,” “operators love it,” and “naturally
12 [L&W] love[s] it.”²⁷

13 27. Upon information and belief, L&W manufactures RouletteX within the
14 United States and/or imports, uses, offers to sell, sells, and/or has sold RouletteX in the United
15 States.²⁸

16 28. Upon learning about L&W’s copycat RouletteX game, Evolution sent L&W
17 a letter, dated February 28, 2022, demanding that L&W immediately take all necessary steps to

18 ²³ 54 Pa. Bull. 1537, 1541 (March 23, 2024), available at
19 <https://www.pacodeandbulletin.gov/Display/pabull?file=/secure/pabulletin/data/vol54/54-12/398.html&search=1&searchunitkeywords=125-248>.

20 ²⁴ *Id.*

21 ²⁵ <https://www.youtube.com/watch?v=B9sGivHKgiA>.

22 ²⁶ *Id.*

23 ²⁷ *Id.*

24 ²⁸ See https://www.linkedin.com/posts/lightwonder_youre-looking-at-the-very-first-install-activity-7043692695092924416-kS6u?utm_source=share&utm_medium=member_desktop
25 (displaying RouletteX set-up at Four Winds Casino). Upon information and belief, Four Winds
26 Casino operates casinos in Michigan. See <https://fourwindscasino.com/>. See also 54 Pa. Bull.
27 1537, 1541 (March 23, 2024) (adopting temporary regulation § 617b.5, permitting certificate holders to offer RouletteX in Pennsylvania); <https://igaming.lnw.com/games/roulette-x/> (“Welcome to Roulette X, an exhilarating, supercharged bonus roulette experience that has already become a renowned brand in land-based casinos worldwide!”). RouletteX is also available at the MGM National Harbor casino in Oxon Hill, Maryland.

1 refrain from further violation of Evolution’s intellectual property. In that letter, Evolution
 2 specifically identified the ’024 and ’014 patents—the ’371 patent’s grandparent and parent patents,
 3 respectively—and explained how L&W’s RouletteX infringes one or more claims of those patents.
 4 Evolution further explained that L&W’s unauthorized use of Evolution’s trade secrets, including
 5 the Lightning Roulette math files, to develop and launch its own copycat RouletteX game
 6 constitutes trade secret misappropriation under applicable federal and state law.

7 29. L&W, however, has refused to cease its violation of Evolution’s intellectual
 8 property rights. Instead, L&W doubled down on its infringement and recently released another
 9 copycat roulette game, called PowerX, which L&W touted as one of its “innovative offerings.”²⁹
 10 Like RouletteX, PowerX “randomly select[s] numbers enriched with multipliers of 50x, 100x,
 11 250x, or even 750x the value. If a player’s chosen number matches these multipliers upon winning,
 12 their credits skyrocket.”³⁰ According to L&W’s Senior Vice President of Global Table Gaming,
 13 PowerX, like RouletteX, includes “all the great multipliers but then also with a progressive
 14 option.”³¹ According to L&W, PowerX is a “first-of-its-kind standalone roulette progressive” that,
 15 unlike RouletteX, allows a player to “sit down and play their own roulette game and not have to
 16 wait for the whole table to make bets.”³² Upon information and belief, L&W manufactures
 17 PowerX within the United States and/or imports, uses, offers to sell, sells, and/or has sold PowerX
 18 in the United States.

19 30. Evolution sent L&W another letter, dated April 24, 2024, regarding its
 20 ongoing violation of Evolution’s intellectual property and again demanded that L&W immediately
 21 take all necessary steps to refrain from further violation of Evolution’s intellectual property. In
 22 that letter, Evolution specifically identified the ’024, ’014, and ’371 patents. Evolution reiterated
 23 its notice from its previous February 28, 2022 letter that L&W’s RouletteX game infringes one or

24 ²⁹ See <https://explore.lnw.com/newsroom/light-wonder-unveils-innovative-offerings-at-g2e-2023/>.

25 ³⁰ <https://www.indiangaming.com/light-wonder-power-x-roulette/>.

26 ³¹ <https://www.youtube.com/watch?v=B9sGivHKgiA>.

27 ³² <https://cdcgaming.com/light-wonder-introduces-ruyi-baccarat-at-g2e/>.

1 more claims of the '024 and '014 patents, and also explained how L&W's RouletteX and PowerX
 2 copycat games infringe one or more claims of the '371 patent. Evolution again explained that
 3 L&W's improper use of Evolution's trade secrets, including the Lightning Roulette math files, to
 4 develop and launch its own copycat games constitutes trade secret misappropriation under
 5 applicable federal and state law.

6 31. Evolution will be irreparably harmed if L&W is permitted to continue to
 7 manufacture, import, use, offer to sell, and/or sell devices that not only infringe Evolution's
 8 patents, but were also developed using Evolution's highly valuable trade secrets. Evolution will
 9 be forced to compete against the very technology that it spent significant time and resources
 10 researching, developing, and bringing to market.

11 32. L&W's unlawful conduct has caused Evolution, among other things,
 12 reputational harm, loss of competitive advantage, loss of goodwill, lost compensation, and
 13 potential future economic loss. For example, Evolution publicly announced to the industry and its
 14 customers that, pursuant to the parties' Agreement, physical Lightning Roulette game tables would
 15 be available in land-based casinos beginning in January 2022. Rather than fulfill its obligations
 16 under the Agreement, however, L&W used Evolution's intellectual property to launch its own
 17 copycat roulette games and make them available in land-based casinos. By doing so, L&W
 18 prevented Evolution from delivering physical Lightning Roulette game tables to land-based
 19 casinos, as Evolution promised, and robbed Evolution of the opportunity to be the first company
 20 to launch its unique game in land-based casinos worldwide, including in the United States. L&W
 21 is instead brazenly touting itself as "the first to introduce this exciting gameplay to the market."³³

THE PARTIES

22
 23 33. Plaintiff Evolution Malta Limited is a Maltese company with its principal
 24 place of business at Level 1, Spinola Park, Mikiel Ang. Borg Street, St. Julians SPK1000, Malta.

25
 26
 27 ³³ <https://explore.lnw.com/newsroom/light-wonder-illuminates-new-games-and-technology-at-niga-2022/>.

1 46. The claims of the '024 patent cover an inventive electronic wagering system
2 and method for a roulette game. L&W has infringed and continues to infringe one or more claims
3 of the '024 patent, literally or under the doctrine of equivalents, including, without limitation,
4 claim 1 in violation of 35 U.S.C. § 271(a) by manufacturing, using, importing, selling, and/or
5 offering to sell in the United States at least its RouletteX system.

6 47. For example, claim 1 of the '024 patent recites:

- 7 (a) A system for wagering, comprising:
8 (b) a roulette wheel;
9 (c) a ball configured to be used in the roulette wheel;
10 (d) a hardware processor configured to:
11 (e) receive first bet information for a first bet from a first player device
12 of a first player on a spin of the roulette wheel, the first bet
13 information corresponding to at least a first position on the roulette
14 wheel;
15 (f) receive second bet information for a second bet from a second player
16 device of a second player on the spin of the roulette wheel, the
17 second bet information corresponding to at least a second position
18 on the roulette wheel that is different from the first position;
19 (g) determine that the roulette wheel and the ball have been spun for the
20 spin of the roulette wheel;
21 (h) randomly select a first selected position on the roulette wheel for the
22 spin of the roulette wheel prior to the ball falling into a position on
23 the roulette wheel, wherein the first selected position is the same as
24 the first position;
25 (i) determine a first payout for first position and a second payout for
26 the second position for the spin of the roulette wheel, wherein the
27 first payout is higher than the second payout;
 (j) determine that the ball has fallen in the first position for the spin of
 the roulette wheel; and
 (k) indicating that the first player is to be paid at the first payout for the
 spin of the roulette wheel.

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1 48. To the extent the preamble of claim 1 is considered a limitation, at least
2 RouletteX comprises a system for wagering. Additional information is set forth in Exhibit 2 at
3 claim 1(a).

4 49. At least RouletteX comprises a roulette wheel. Additional information is
5 set forth in Exhibit 2 at claim 1(b).

6 50. At least RouletteX comprises a ball configured to be used in the roulette
7 wheel. Additional information is set forth in Exhibit 2 at claim 1(c).

8 51. At least RouletteX comprises a hardware processor. Additional information
9 is set forth in Exhibit 2 at claim 1(d).

10 52. At least RouletteX comprises a hardware processor configured to receive
11 first bet information for a first bet from a first player device of a first player on a spin of the roulette
12 wheel, the first bet information corresponding to at least a first position on the roulette wheel.
13 Additional information is set forth in Exhibit 2 at claim 1(e).

14 53. At least RouletteX comprises a hardware processor configured to receive
15 second bet information for a second bet from a second player device of a second player on the spin
16 of the roulette wheel, the second bet information corresponding to at least a second position on the
17 roulette wheel that is different from the first position. Additional information is set forth in Exhibit
18 2 at claim 1(f).

19 54. At least RouletteX comprises a hardware processor configured to determine
20 that the roulette wheel and the ball have been spun for the spin of the roulette wheel. Additional
21 information is set forth in Exhibit 2 at claim 1(g).

22 55. At least RouletteX comprises a hardware processor configured to randomly
23 select a first selected position on the roulette wheel for the spin of the roulette wheel prior to the
24 ball falling into a position on the roulette wheel, wherein the first selected position is the same as
25 the first position. Additional information is set forth in Exhibit 2 at claim 1(h).

26 56. At least RouletteX comprises a hardware processor configured to determine
27 a first payout for first position and a second payout for the second position for the spin of the

1 roulette wheel, wherein the first payout is higher than the second payout. Additional information
2 is set forth in Exhibit 2 at claim 1(i).

3 57. At least RouletteX comprises a hardware processor configured to determine
4 that the ball has fallen in the first position for the spin of the roulette wheel. Additional information
5 is set forth in Exhibit 2 at claim 1(j).

6 58. At least RouletteX comprises a hardware processor configured to indicate
7 that the first player is to be paid at the first payout for the spin of the roulette wheel. Additional
8 information is set forth in Exhibit 2 at claim 1(k).

9 59. L&W has had actual knowledge of the '024 patent since at least March 8,
10 2021, as it was expressly identified [REDACTED] as intellectual property that
11 protects Evolution's Lightning Roulette. The '024 patent is also specifically identified in the
12 parties' March 29, 2021 Agreement.

13 60. Upon information and belief, L&W then used the '024 patent and Lightning
14 Roulette as blueprints in developing its own copycat game, RouletteX, and thus knew that
15 RouletteX would infringe one or more claims of the '024 patent. In view of at least L&W's actual
16 knowledge of the '024 patent, L&W's knowledge that Lightning Roulette embodies the '024
17 patent, and the substantial similarities between Lightning Roulette and RouletteX, L&W
18 deliberately and intentionally infringed the '024 patent. At the very least, L&W knew, based on
19 the foregoing, that there was a high probability that RouletteX would infringe one or more claims
20 of the '024 patent, but took deliberate steps to avoid learning of that infringement.

21 61. In addition, by letters dated February 28, 2022 and April 24, 2024,
22 Evolution twice put L&W on notice that RouletteX infringes the '024 patent and included
23 explanation and citations to evidence showing how RouletteX infringes. L&W's continued
24 infringement of the '024 patent, despite Evolution's notice, is deliberate and intentional.

25 62. On information and belief, L&W has intentionally instructed, and will
26 intentionally instruct, others, including casinos, game operators, and players, to use RouletteX in
27 a manner that infringes the '024 patent, literally or under the doctrine of equivalents. For example,

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1 as is typical in the gaming industry, L&W directly advertises RouletteX to casinos and game
 2 operators to encourage them to offer RouletteX in their casinos. For example, L&W promoted
 3 RouletteX at the Global Gaming Expo, which is held annually in Las Vegas, Nevada, in 2021,
 4 2022, and 2023.³⁴ The Global Gaming Expo is widely attended by the global gaming community,
 5 including representatives from casinos and gaming operators, and used by vendors, including
 6 L&W, to promote their products. And, in fact, casinos are offering RouletteX on their floors for
 7 players to use and thus directly infringe the '024 patent.³⁵ L&W knows or has been willfully blind
 8 to the fact that such actions are inducing, and will induce, infringement. The foregoing actions by
 9 L&W constitute, and will constitute, induced infringement of one or more claims of the '024 patent
 10 in violation of 35 U.S.C. § 271(b).

11 63. Upon information and belief, L&W has supplied and continues to supply
 12 from the United States all or a substantial portion of its infringing RouletteX system and has
 13 induced and continues to induce the combination of such components outside of the United States
 14 in a manner that would infringe the '024 patent if it occurred within the United States. Upon
 15 information and belief, L&W has exported the infringing RouletteX system from the United States
 16 to at least Europe and Asia.³⁶ For example, L&W (then, Scientific Games) announced through its
 17 LinkedIn page that its RouletteX game terminals are live in Finland and the UK, and encouraged
 18 customers to contact their L&W sales representatives:

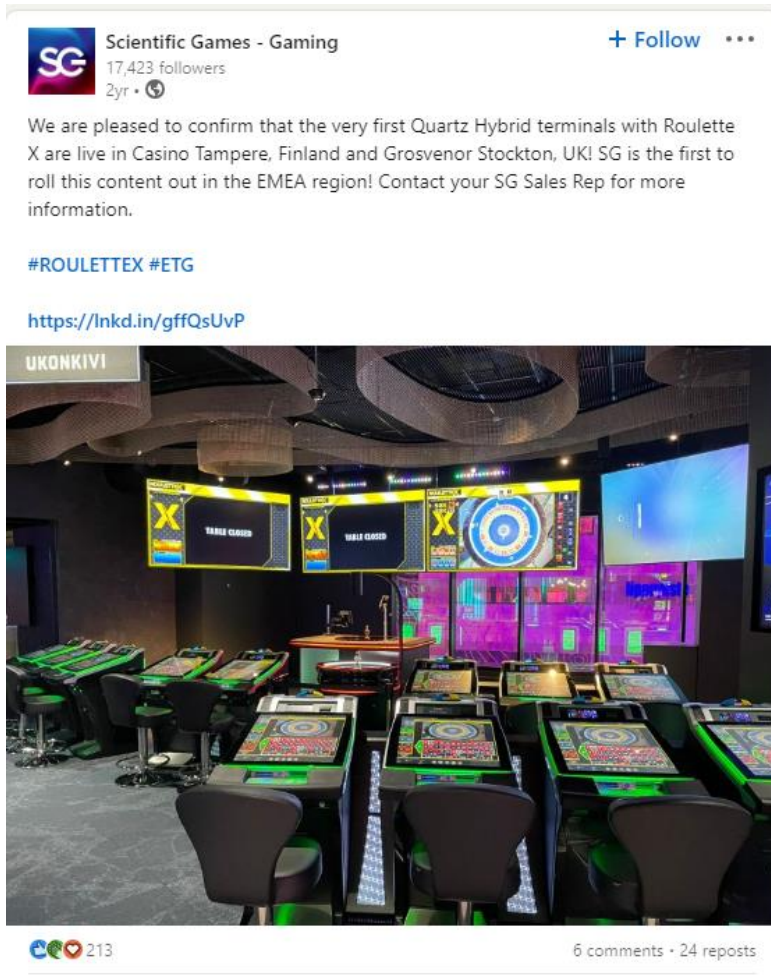
19
 20
 21
 22 ³⁴ See <https://explore.lnw.com/newsroom/scientific-games-is-driving-the-future-of-gaming/>
 (2021); see also <https://www.youtube.com/watch?v=7e22FFSWTac> (2022);
 23 <https://www.youtube.com/watch?v=B9sGivHKgiA> (2023).

24 ³⁵ See, e.g., https://www.linkedin.com/posts/lightwonder_youre-looking-at-the-very-first-install-activity-7043692695092924416-kS6u?utm_source=share&utm_medium=member_desktop.

25 ³⁶ See e.g., [https://explore.lnw.com/newsroom/light-wonder-builds-new-worlds-of-play-at-g2e-
 26 asia-in-singapore/](https://explore.lnw.com/newsroom/light-wonder-builds-new-worlds-of-play-at-g2e-asia-in-singapore/) (“Light & Wonder also will feature one of its premier ETG experiences,
RouletteX™.”); <https://www.ggrasia.com/a-jin-ji-bao-xi-grand-entrance-from-light-wonder/>
 (“[T]he group’s clients in Asia Pacific could look forward to the introduction of RouletteX, which
 27 gives players the chance to win up to 500 times the value of their wager on a single number.”).

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The foregoing actions by L&W constitute infringement of one or more claims of the '024 patent in violation of 35 U.S.C. § 271(f).

64. L&W's infringement is without the consent or other authority of Evolution. L&W's license to the '024 patent was limited to building a physical Lightning Roulette game table.

65. L&W's actions are willful and deliberate, and render this an exceptional case under 35 U.S.C. § 285.

66. Evolution has been damaged by L&W's acts in an amount as yet unknown. Evolution has no adequate legal remedy. Unless enjoined by this Court, L&W's continued acts of infringement will cause Evolution substantial and irreparable harm. Under 35 U.S.C. § 283, Evolution is entitled to an injunction barring L&W from further infringement of the '024 patent.

SECOND CAUSE OF ACTION

(Infringement of U.S. Patent No. 11,011,014)

67. Evolution realleges and incorporates by reference the allegations contained in paragraphs 1-66 as though fully set forth herein.

68. Evolution Malta Limited is the owner of all rights, title, and interest in and to the '014 patent. The '014 patent issued on May 18, 2021, and is titled "Systems, Methods, and Media for Implementing Internet-Based Wagering." A copy of the '014 patent is attached as Exhibit 3.

69. The innovations of the '014 patent significantly improved existing technology for electronic wagering in a roulette game. For example, unlike in a traditional table roulette game, the '014 patent describes using, *e.g.*, a pseudo-random number generator, to randomly select one or more of the roulette wheel numbers, and determine the increased payouts for those randomly selected numbers. *See* '014 patent, 4:58-5:32.

70. Accordingly, the claims of the '014 patent provide a significant advancement over the prior art. For example, the prior art neither taught nor suggested the claimed methods and systems for wagering in a roulette game. These advancements were neither well-known, routine, nor conventional. Upon information and belief, a person of ordinary skill in the art would have viewed the invention of the '014 patent as a patentable advancement over the prior art.

71. The claims of the '014 patent cover an inventive electronic wagering system and method for a roulette game. L&W has infringed and continues to infringe one or more claims of the '014 patent, literally or under the doctrine of equivalents, including, without limitation, claim 1 in violation of 35 U.S.C. § 271(a) by manufacturing, using, importing, selling, and/or offering to sell in the United States at least its RouletteX system.

72. For example, claim 1 of the '014 patent recites:

(a) A system for wagering, comprising:

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- (b) a roulette wheel;
- (c) a ball configured to be used in the roulette wheel;
- (d) at least one hardware processor collectively configured to:
- (e) generate a first graphical user interface for presentation on a first player device of a first player;
- (f) generate a second graphical user interface for presentation on a second player device of a second player;
- (g) receive first bet information for a first bet on a spin of the roulette wheel via the first graphical user interface, the first bet information corresponding to only a single first position on the roulette wheel;
- (h) receive second bet information for a second bet on the spin of the roulette wheel via the second graphical user interface, the second bet information corresponding to only a single second position on the roulette wheel that is different from the single first position;
- (i) determine that the roulette wheel and the ball have been spun for the spin of the roulette wheel;
- (j) randomly select a first selected position on the roulette wheel for the spin of the roulette wheel prior to the ball falling into an outcome position on the roulette wheel, wherein the first selected position is the same as the single first position;
- (k) determine a first payout for the first single position and a second payout for the single second position for the spin of the roulette wheel, wherein the first payout is higher than the second payout;
- (l) determine that the ball has fallen in the single first position for the spin of the roulette wheel; and
- (m) indicate that the first player is to be paid at the first payout for the spin of the roulette wheel.

73. To the extent the preamble of claim 1 is considered a limitation, at least RouletteX comprises a system for wagering. Additional information is set forth in Exhibit 4 at claim 1(a).

74. At least RouletteX comprises a roulette wheel. Additional information is set forth in Exhibit 4 at claim 1(b).

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1 75. At least RouletteX comprises a ball configured to be used in the roulette
2 wheel. Additional information is set forth in Exhibit 4 at claim 1(c).

3 76. At least RouletteX comprises at least one hardware processor. Additional
4 information is set forth in Exhibit 4 at claim 1(d).

5 77. At least RouletteX comprises at least one hardware processor collectively
6 configured to generate a first graphical user interface for presentation on a first player device of a
7 first player. Additional information is set forth in Exhibit 4 at claim 1(e).

8 78. At least RouletteX comprises at least one hardware processor collectively
9 configured to generate a second graphical user interface for presentation on a second player device
10 of a second player. Additional information is set forth in Exhibit 4 at claim 1(f).

11 79. At least RouletteX comprises at least one hardware processor collectively
12 configured to receive first bet information for a first bet on a spin of the roulette wheel via the first
13 graphical user interface, the first bet information corresponding to only a single first position on
14 the roulette wheel. Additional information is set forth in Exhibit 4 at claim 1(g).

15 80. At least RouletteX comprises at least one hardware processor collectively
16 configured to receive second bet information for a second bet on the spin of the roulette wheel via
17 the second graphical user interface, the second bet information corresponding to only a single
18 second position on the roulette wheel that is different from the single first position. Additional
19 information is set forth in Exhibit 4 at claim 1(h).

20 81. At least RouletteX comprises at least one hardware processor collectively
21 configured to determine that the roulette wheel and the ball have been spun for the spin of the
22 roulette wheel. Additional information is set forth in Exhibit 4 at claim 1(i).

23 82. At least RouletteX comprises at least one hardware processor collectively
24 configured to randomly select a first selected position on the roulette wheel for the spin of the
25 roulette wheel prior to the ball falling into an outcome position on the roulette wheel, wherein the
26 first selected position is the same as the single first position. Additional information is set forth in
27 Exhibit 4 at claim 1(j).

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1 83. At least RouletteX comprises at least one hardware processor collectively
2 configured to determine a first payout for the first single position and a second payout for the single
3 second position for the spin of the roulette wheel, wherein the first payout is higher than the second
4 payout. Additional information is set forth in Exhibit 4 at claim 1(k).

5 84. At least RouletteX comprises at least one hardware processor collectively
6 configured to determine that the ball has fallen in the single first position for the spin of the roulette
7 wheel. Additional information is set forth in Exhibit 4 at claim 1(l).

8 85. At least RouletteX comprises at least one hardware processor collectively
9 configured to indicate that the first player is to be paid at the first payout for the spin of the roulette
10 wheel. Additional information is set forth in Exhibit 4 at claim 1(m).

11 86. L&W has had actual knowledge of the '014 patent since at least March 8,
12 2021, as the patent application that led to the '014 patent—U.S. Patent App. No. 16/852,049—and
13 its parent patent, the '024 patent, were expressly identified in [REDACTED] as
14 intellectual property that protects Evolution's Lightning Roulette. That patent application and
15 parent '024 patent are also specifically identified in the parties' March 29, 2021 Agreement.

16 87. Upon information and belief, L&W then used the '014 patent and Lightning
17 Roulette as blueprints in developing its own copycat game, RouletteX, and thus knew that
18 RouletteX would infringe one or more claims of the '014 patent. In view of at least L&W's actual
19 knowledge of the '014 patent, L&W's knowledge that Lightning Roulette embodies the '014
20 patent, and the substantial similarities between Lightning Roulette and RouletteX, L&W
21 deliberately and intentionally infringed the '014 patent. At the very least, L&W knew, based on
22 the foregoing, that there was a high probability that RouletteX would infringe one or more claims
23 of the '014 patent, but took deliberate steps to avoid learning of that infringement.

24 88. In addition, by letters dated February 28, 2022 and April 24, 2024,
25 Evolution twice put L&W on notice that RouletteX infringes the '014 patent and included
26 explanation and citations to evidence showing how RouletteX infringes. L&W's continued
27 infringement of the '014 patent, despite Evolution's notice, is deliberate and intentional.

1 89. On information and belief, L&W has intentionally instructed, and will
 2 intentionally instruct, others, including casinos, game operators, and players, to use RouletteX in
 3 a manner that infringes the '014 patent, literally or under the doctrine of equivalents. For example,
 4 as is typical in the gaming industry, L&W directly advertises RouletteX to casinos and game
 5 operators to encourage them to offer RouletteX in their casinos. For example, L&W promoted
 6 RouletteX at the Global Gaming Expo, which is held annually in Las Vegas, Nevada, in 2021,
 7 2022, and 2023.³⁷ The Global Gaming Expo is widely attended by the global gaming community,
 8 including representatives from casinos and gaming operators, and used by vendors, including
 9 L&W, to promote their products. And, in fact, casinos are offering RouletteX on their floors for
 10 players to use and thus directly infringe the '014 patent.³⁸ L&W knows or has been willfully blind
 11 to the fact that such actions are inducing, and will induce, infringement. The foregoing actions by
 12 L&W constitute, and will constitute, induced infringement of one or more claims of the '014 patent
 13 in violation of 35 U.S.C. § 271(b).

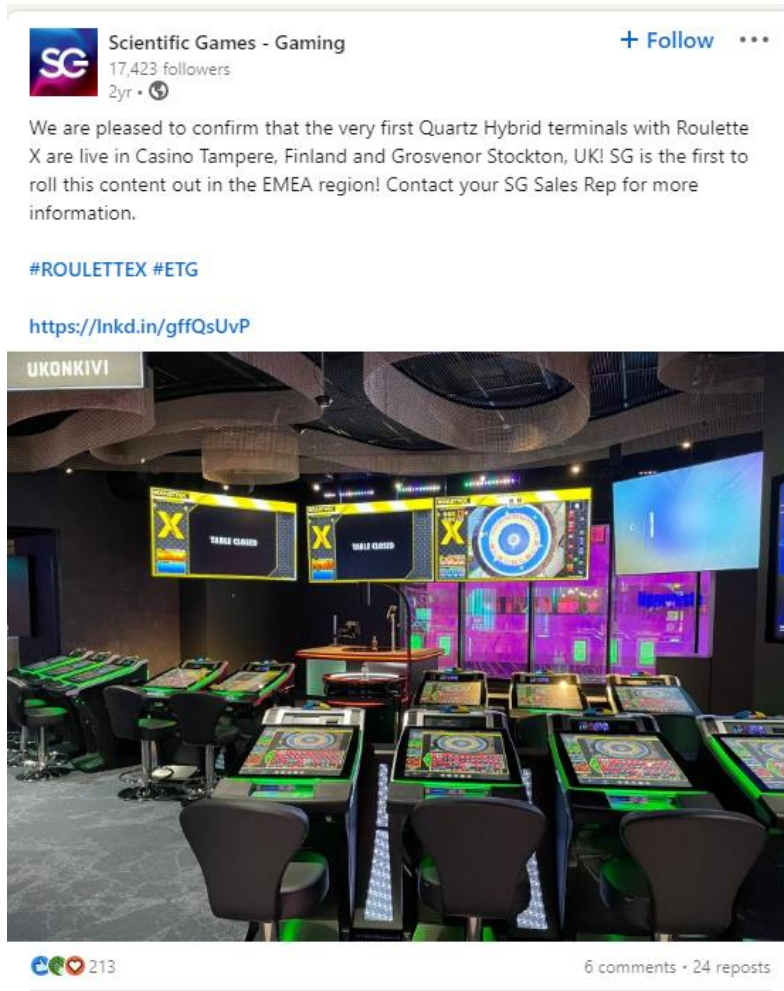
14 90. Upon information and belief, L&W has supplied and continues to supply
 15 from the United States all or a substantial portion of its infringing RouletteX system and induced
 16 and continues to induce the combination of such components outside of the United States in a
 17 manner that would infringe the '014 patent if it occurred within the United States. Upon
 18 information and belief, L&W has exported the infringing RouletteX system from the United States
 19 to at least Europe and Asia.³⁹ For example, L&W (then, Scientific Games) announced through its

22 ³⁷ See <https://explore.lnw.com/newsroom/scientific-games-is-driving-the-future-of-gaming/>
 (2021); see also <https://www.youtube.com/watch?v=7e22FFSWTAc> (2022);
 23 <https://www.youtube.com/watch?v=B9sGivHKgiA> (2023).

24 ³⁸ See, e.g., https://www.linkedin.com/posts/lightwonder_youre-looking-at-the-very-first-install-activity-7043692695092924416-kS6u?utm_source=share&utm_medium=member_desktop.

25 ³⁹ See e.g., [https://explore.lnw.com/newsroom/light-wonder-builds-new-worlds-of-play-at-g2e-
 26 asia-in-singapore/](https://explore.lnw.com/newsroom/light-wonder-builds-new-worlds-of-play-at-g2e-asia-in-singapore/) (“Light & Wonder also will feature one of its premier ETG experiences,
 27 **RouletteX™**.”); <https://www.ggrasia.com/a-jin-ji-bao-xi-grand-entrance-from-light-wonder/>
 (“[T]he group’s clients in Asia Pacific could look forward to the introduction of RouletteX, which
 gives players the chance to win up to 500 times the value of their wager on a single number.”).

1 LinkedIn page that its RouletteX game terminals are live in Finland and the UK, and encouraged
2 customers to contact their L&W sales representatives:



19 The foregoing actions by L&W constitute infringement of one or more claims of the '014 patent
20 in violation of 35 U.S.C. § 271(f).

21 91. L&W's infringement is without the consent or other authority of Evolution.
22 L&W's license to the '014 patent was limited to building a physical Lightning Roulette game table.

23 92. L&W's actions are willful and deliberate, and render this an exceptional
24 case under 35 U.S.C. § 285.

25 93. Evolution has been damaged by L&W's acts in an amount as yet unknown.
26 Evolution has no adequate legal remedy. Unless enjoined by this Court, L&W's continued acts of

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1 infringement will cause Evolution substantial and irreparable harm. Under 35 U.S.C. § 283,
2 Evolution is entitled to an injunction barring L&W’s from further infringement of the ’014 patent.

3 **THIRD CAUSE OF ACTION**

4 **(Infringement of U.S. Patent No. 11,756,371)**

5 94. Evolution realleges and incorporates by reference the allegations contained
6 in paragraphs 1-93 as though fully set forth herein.

7 95. Evolution Malta Limited is the owner of all rights, title, and interest in and
8 to the ’371 patent. The ’371 patent issued on September 12, 2023, and is titled “Systems, Methods,
9 and Media for Implementing Internet-Based Wagering.” A copy of the ’371 patent is attached as
10 Exhibit 5.

11 96. The innovations of the ’371 patent significantly improved existing
12 technology for electronic wagering in a roulette game. For example, unlike in a traditional table
13 roulette game, the ’371 patent describes using, *e.g.*, a pseudo-random number generator, to
14 randomly select one or more of the roulette wheel numbers, and determine the increased payouts
15 for those randomly selected numbers. *See* ’371 patent, 4:60-5:34.

16 97. Accordingly, the claims of the ’371 patent provide a significant
17 advancement over the prior art. For example, the prior art neither taught nor suggested the claimed
18 methods and systems for wagering in a roulette game. These advancements were neither well-
19 known, routine, nor conventional. Upon information and belief, a person of ordinary skill in the
20 art would have viewed the invention of the ’371 patent as a patentable advancement over the prior
21 art.

22 98. The claims of the ’371 patent cover an inventive electronic wagering system
23 and method for a roulette game. L&W has infringed and continues to infringe one or more claims
24 of the ’371 patent, literally or under the doctrine of equivalents, including, without limitation,
25 claim 1 in violation of 35 U.S.C. § 271(a) by manufacturing, using, importing, selling, and/or
26 offering to sell in the United States at least its RouletteX and PowerX systems.

27 99. For example, claim 1 of the ’371 patent recites:

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- 1 (a) A system for wagering, comprising:
- 2 (b) a ball;
- 3 (c) a roulette wheel having a plurality of positions into which the ball
- 4 can land after a spin of the roulette wheel; and
- 5 (d) at least one hardware processor collectively configured to:
- 6 (e) randomly or pseudo-randomly select a first selected position of the
- 7 plurality of positions on the roulette wheel to have a first increased
- 8 payout for the spin of the roulette wheel prior to the ball landing into
- 9 any of the plurality of positions on the roulette wheel for the spin;
- 10 (f) determine that the ball has landed into the first selected position for
- 11 the spin; and
- 12 (g) determine that the first increased payout is applicable to a first bet
- 13 made on the first selected position for the spin of the roulette wheel,
- 14 wherein the first increased payout is greater than a first non-selected
- 15 payout that would have been applicable to the first bet on the first
- 16 selected position for the spin had the first selected position not been
- 17 selected by the randomly or pseudo-randomly selecting the first
- 18 selected position for the spin.

15 100. To the extent the preamble of claim 1 is considered a limitation, each of at
16 least RouletteX and PowerX comprises a system for wagering. Additional information is set forth
17 in Exhibit 6 at claim 1(a).

18 101. Each of at least RouletteX and PowerX comprises a ball. Additional
19 information is set forth in Exhibit 6 at claim 1(b).

20 102. Each of at least RouletteX and PowerX comprises a roulette wheel having
21 a plurality of positions into which the ball can land after a spin of the roulette wheel. Additional
22 information is set forth in Exhibit 6 at claim 1(c).

23 103. Each of at least RouletteX and PowerX comprises at least one hardware
24 processor. Additional information is set forth in Exhibit 6 at claim 1(d).

25 104. Each of at least RouletteX and PowerX comprises at least one hardware
26 processor collectively configured to randomly or pseudo-randomly select a first selected position
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1 of the plurality of positions on the roulette wheel to have a first increased payout for the spin of
2 the roulette wheel prior to the ball landing into any of the plurality of positions on the roulette
3 wheel for the spin. Additional information is set forth in Exhibit 6 at claim 1(e).

4 105. Each of at least RouletteX and PowerX comprises at least one hardware
5 processor collectively configured to determine that the ball has landed into the first selected
6 position for the spin. Additional information is set forth in Exhibit 6 at claim 1(f).

7 106. Each of at least RouletteX and PowerX comprises at least one hardware
8 processor collectively configured to determine that the first increased payout is applicable to a first
9 bet made on the first selected position for the spin of the roulette wheel, wherein the first increased
10 payout is greater than a first non-selected payout that would have been applicable to the first bet
11 on the first selected position for the spin had the first selected position not been selected by the
12 randomly or pseudo-randomly selecting the first selected position for the spin. Additional
13 information is set forth in Exhibit 6 at claim 1(g).

14 107. As another example, claim 2 of the '371 patent recites:

15 The system of claim 1, further comprising a display that identifies the first
16 selected position.

17 108. Each of at least RouletteX and PowerX further “compris[es] a display that
18 identifies the first selected position.” Additional information is set forth in Exhibit 6 at claim 2.

19 109. As another example, claim 4 of the '371 patent recites:

20 The system of claim 1, wherein the at least one hardware processor is further
21 collectively configured to: randomly or pseudo-randomly select a second selected
22 position of the plurality of positions on the roulette wheel to have a second
23 increased payout for the spin of the roulette wheel prior to the ball landing into any
24 of the plurality of positions on the roulette wheel for the spin, wherein the second
25 increased payout for the second selected position is greater than a second non-
26 selected payout that would have been applicable to a second bet on the second
27 selected position for the spin had the second selected position not been selected by
the randomly or pseudo-randomly selecting the second selected position for the
spin, and wherein the second increased payout is different than the first increased
payout.

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1 110. Each of at least RouletteX and PowerX further comprises “wherein the at
2 least one hardware processor is further collectively configured to: randomly or pseudo-randomly
3 select a second selected position of the plurality of positions on the roulette wheel to have a second
4 increased payout for the spin of the roulette wheel prior to the ball landing into any of the plurality
5 of positions on the roulette wheel for the spin, wherein the second increased payout for the second
6 selected position is greater than a second non-selected payout that would have been applicable to
7 a second bet on the second selected position for the spin had the second selected position not been
8 selected by the randomly or pseudo-randomly selecting the second selected position for the spin,
9 and wherein the second increased payout is different than the first increased payout.” Additional
10 information is set forth in Exhibit 6 at claim 4.

11 111. As explained above, L&W had actual knowledge of the ’371 patent’s parent
12 patent—the ’014 patent—and grandparent patent—the ’024 patent—because they were expressly
13 identified in [REDACTED] and March 29, 2021 Agreement as intellectual property
14 that protects Evolution’s Lightning Roulette. In addition, by letter dated February 28, 2022,
15 Evolution put L&W on notice that RouletteX infringes the parent ’014 patent and grandparent ’024
16 patent and included explanation and citations to evidence showing how RouletteX infringes those
17 patents. PowerX infringes the ’371 patent in substantially the same way.

18 112. In view of at least L&W’s actual knowledge of the ’024 and ’014 patents,
19 L&W’s knowledge that Lightning Roulette embodies those patents, and the substantial similarities
20 between Lightning Roulette, on the one hand, and RouletteX and PowerX, on the other, L&W
21 knew that RouletteX and PowerX would also infringe the ’371 patent or knew that there was a
22 high probability that RouletteX and PowerX would infringe claims of other patents in the same
23 family as the ’024 and ’014 patents, including the ’371 patent, but took deliberate steps to avoid
24 learning of that infringement.

25 113. At minimum, L&W had actual knowledge of the ’371 patent since at least
26 April 24, 2024, when Evolution sent a letter to L&W notifying L&W that RouletteX and PowerX
27 infringe the ’371 patent and including explanation and citations to evidence showing how

1 RouletteX and PowerX infringe. L&W's continued infringement of the '371 patent, despite
2 Evolution's notice, is deliberate and intentional.

3 114. On information and belief, L&W has intentionally instructed, and will
4 intentionally instruct, others, including casinos, game operators, and players, to use RouletteX and
5 PowerX in a manner that infringes the '371 patent, literally or under the doctrine of equivalents.
6 For example, as is typical in the gaming industry, L&W directly advertises RouletteX and PowerX
7 to casinos and game operators to encourage them to offer them in their casinos. For example,
8 L&W promoted RouletteX in 2021, 2022, and 2023 and PowerX in 2023 at the Global Gaming
9 Expo, which is held annually in Las Vegas, Nevada.⁴⁰ The Global Gaming Expo is widely attended
10 by the global gaming community, including representatives from casinos and gaming operators,
11 and used by vendors, including L&W, to promote their products. And, in fact, casinos are offering
12 RouletteX on their floors for players to use and thus directly infringe the '371 patent.⁴¹ L&W
13 knows or has been willfully blind to the fact that such actions are inducing, and will induce,
14 infringement. The foregoing actions by L&W constitute, and will constitute, induced infringement
15 of one or more claims of the '371 patent in violation of 35 U.S.C. § 271(b).

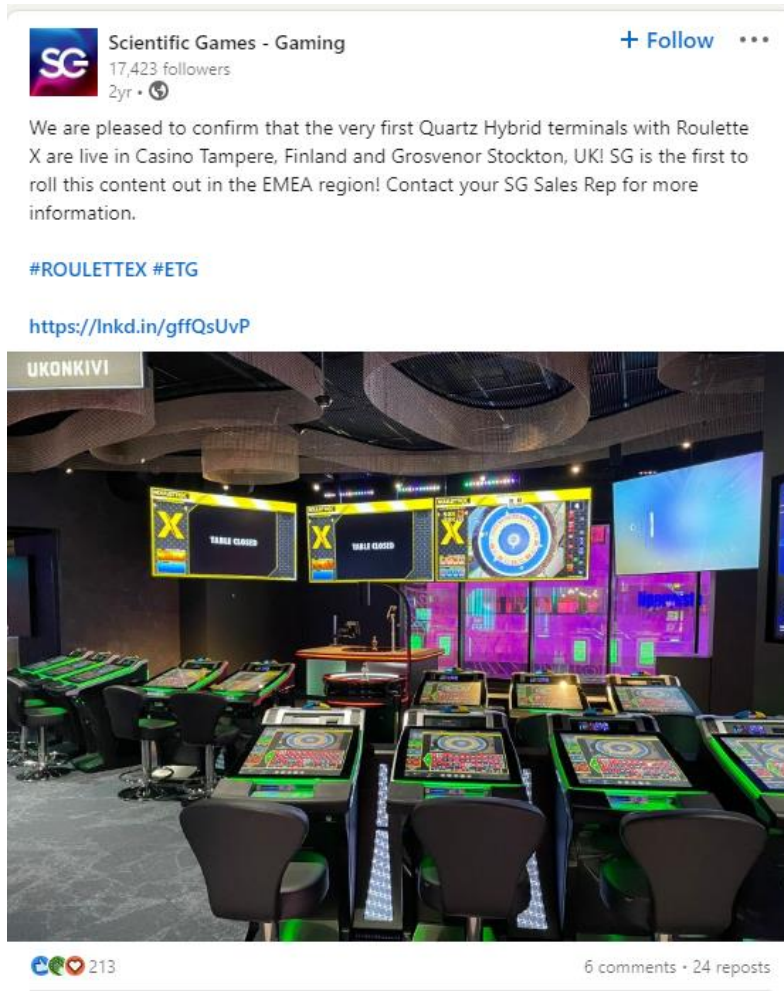
16 115. Upon information and belief, L&W has supplied and continues to supply
17 from the United States all or a substantial portion of its infringing RouletteX system and induced
18 and continues to induce the combination of such components outside of the United States in a
19 manner that would infringe the '371 patent if it occurred within the United States. Upon
20 information and belief, L&W has exported the infringing RouletteX system from the United States
21 to at least Europe and Asia.⁴² For example, L&W (then, Scientific Games) announced through its

22 ⁴⁰ See <https://explore.lnw.com/newsroom/scientific-games-is-driving-the-future-of-gaming/>
23 (2021); see also <https://www.youtube.com/watch?v=7e22FFSWTAc> (2022);
<https://www.youtube.com/watch?v=B9sGivHKgiA> (2023);
<https://www.youtube.com/watch?v=I32uyqj7OPI> (2023).

24 ⁴¹ See, e.g., https://www.linkedin.com/posts/lightwonder_youre-looking-at-the-very-first-install-activity-7043692695092924416-kS6u?utm_source=share&utm_medium=member_desktop.

25 ⁴² See e.g., [https://explore.lnw.com/newsroom/light-wonder-builds-new-worlds-of-play-at-g2e-
26 asia-in-singapore/](https://explore.lnw.com/newsroom/light-wonder-builds-new-worlds-of-play-at-g2e-asia-in-singapore/) ("Light & Wonder also will feature one of its premier ETG experiences,
27 **RouletteXTM**"); <https://www.ggrasia.com/a-jin-ji-bao-xi-grand-entrance-from-light-wonder/>
("[T]he group's clients in Asia Pacific could look forward to the introduction of RouletteX, which

1 LinkedIn page that its RouletteX game terminals are live in Finland and the UK, and encouraged
2 customers to contact their L&W sales representatives:



19 The foregoing actions by L&W constitute infringement of one or more claims of the '371 patent
20 in violation of 35 U.S.C. § 271(f).

21 116. L&W's infringement is without the consent or other authority of Evolution.

22 117. L&W's actions are willful and deliberate, and render this an exceptional
23 case under 35 U.S.C. § 285.

24 118. Evolution has been damaged by L&W's acts in an amount as yet unknown.
25 Evolution has no adequate legal remedy. Unless enjoined by this Court, L&W's continued acts of

26 _____
27 gives players the chance to win up to 500 times the value of their wager on a single number.”).

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1 infringement will cause Evolution substantial and irreparable harm. Under 35 U.S.C. § 283,
2 Evolution is entitled to an injunction barring L&W’s from further infringement of the ’371 patent.

3 **FOURTH CAUSE OF ACTION**

4 **(Misappropriation of Trade Secrets in Violation of the Defend Trade Secrets Act, 18 U.S.C.
5 § 1836)**

6 119. Evolution realleges and incorporates by reference the allegations contained
7 in paragraphs 1-118 as though fully set forth herein.

8 120. Evolution is the owner of trade secrets. [REDACTED]

9 [REDACTED]
10 [REDACTED]
11 [REDACTED] At minimum, the proprietary math files described above in paragraph 16 above constitute
12 Evolution’s trade secrets subject to protection under the Defend Trade Secrets Act, 18 U.S.C. §
13 1836.

14 121. Evolution’s trade secrets, as described above, relate to a product or service
15 used in, or intended for use in, interstate or foreign commerce. Specifically, these trade secrets are
16 used in Evolution’s online live version of Lightning Roulette, which is available online throughout
17 the world, including in the United States. In addition, these trade secrets were intended for use in
18 physical Lightning Roulette game tables, such as those that LNW Gaming had agreed to produce
19 pursuant to the Agreement, in land-based casinos throughout the world, including in the United
20 States. Upon information and belief, L&W has improperly used Evolution’s trade secrets, without
21 authorization, in RouletteX and/or PowerX products that L&W has offered to sell and/or sold in
22 the United States and overseas in at least Europe (e.g., Finland and United Kingdom) and Asia.⁴³

23
24 ⁴³ See, e.g., https://www.linkedin.com/posts/scientific-games-gaming_roulettex-etg-activity-6884235953263783936-Nrw7; <https://explore.lnw.com/newsroom/light-wonder-builds-new-worlds-of-play-at-g2e-asia-in-singapore/> (“Light & Wonder also will feature one of its premier ETG experiences, **RouletteX™**.”); <https://www.ggrasia.com/a-jin-ji-bao-xi-grand-entrance-from-light-wonder/> (“[T]he group’s clients in Asia Pacific could look forward to the introduction of RouletteX, which gives players the chance to win up to 500 times the value of their wager on a single number.”).

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We are pleased to confirm that the very first Quartz Hybrid terminals with Roulette X are live in Casino Tampere, Finland and Grosvenor Stockton, UK! SG is the first to roll this content out in the EMEA region! Contact your SG Sales Rep for more information.

#ROULETTEX #ETG

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You're looking at the very first install of Light & Wonder's new King sign for the Quartz Hybrid system, now live at **Four Winds Casinos!**

Contact your ETG Sales Rep for more info on our new Quartz Hybrid signage offerings.

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122. Evolution’s trade secret information derives independent economic value from not being generally known to and not being readily ascertainable through proper means by the public or other persons who could obtain value from its disclosure or use. For example, as explained above, the Lightning Roulette math files allow, among other things, the Lightning Roulette game to remain profitable despite the inclusion of multipliers with increased payouts and increases player engagement with the game. Indeed, Lightning Roulette’s resounding success is attributable, at least in part, to these math files. Evolution’s trade secrets are limited in their distribution within Evolution, only disclosed to third parties under strict confidentiality and/or non-disclosure agreements, and not readily available to the public or to Evolution’s competitors.

123. Evolution has taken more than reasonable measures under the circumstances to maintain the secrecy of its trade secret information, including marking such information with a “COMPANY CONFIDENTIAL” stamp or other indication of secrecy in a reasonably noticeable manner, limiting internal access to such information at Evolution, protecting against impermissible dissemination of the information, requiring passwords to be used to access computer systems and records, and requiring employees to sign confidentiality agreements. Evolution also had and has policies and procedures in place to protect its trade secret information.

124. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]

6 [REDACTED] Accordingly, LNW Gaming had a duty to maintain the secrecy of
7 Evolution’s trade secrets and had no expectation that it would be authorized to utilize Evolution’s
8 trade secrets for its or anyone else’s benefit.

9 125. Evolution has spent significant time, skill, research and development to
10 develop and maintain its trade secrets, which are extremely valuable to Evolution, give Evolution
11 a competitive advantage, and would be of great value to a competitor.

12 126. [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 127. [REDACTED]
16 [REDACTED], LNW Gaming (together with Light & Wonder,
17 [REDACTED]
18 [REDACTED]

19 [REDACTED] improperly used Evolution’s trade secrets, without authorization, to develop
20 RouletteX and PowerX, its own copycat roulette games for land-based casinos. L&W’s use of
21 Evolution’s trade secrets for its own benefit violates the Defend Trade Secrets Act, 18 U.S.C. §
22 1836.

23 128. Evolution first discovered that L&W had misappropriated Evolution’s trade
24 secrets when L&W unilaterally sought to terminate the parties’ Agreement in August 2021 and
25 Evolution learned that L&W had launched a copycat game—RouletteX—that has strikingly
26 similar appearance, features, and functionality as Evolution’s Lightning Roulette.

27

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1 129. Evolution faces an immediate threat of irreparable harm, for which
2 Evolution lacks an adequate remedy at law, for L&W’s misappropriation and misuse of
3 Evolution’s trade secret information, including, but not limited to, reputational harm, loss of future
4 business, and the potential that Evolution’s trade secrets may be disseminated (*e.g.*, to L&W’s
5 contractors) beyond the Court’s ability to provide monetary redress.

6 130. Unless L&W is enjoined from the foregoing conduct, Evolution will be
7 irreparably harmed by:

- 8 (a) Disclosure of trade secrets and other confidential information that is the
9 property of Evolution;
- 10 (b) Loss of competitive advantage, loss of goodwill, lost compensation, and loss
11 of business reputation; and
- 12 (c) Potential future economic loss, which is presently incalculable.

13 131. As alleged herein, L&W’s conduct has been and is malicious, deliberate,
14 and willful. L&W Gaming induced Evolution into providing L&W with Evolution’s trade secrets
15 for Lightning Roulette—Evolution’s highly successful flagship product—under the auspices of
16 entering into a partnership for developing physical Lightning Roulette game tables, but turned
17 around and used those trade secrets to develop its own copycat products knowing that its acts
18 would harm Evolution. Evolution is therefore entitled to recover from L&W exemplary damages
19 in an amount twice the total of the damages record for actual loss and/or unjust enrichment as
20 permitted by 18 U.S.C. § 1836(b)(3)(C).

21 132. Evolution is entitled to an award of attorneys’ fees pursuant to 18 U.S.C. §
22 1836(b)(3)(D).

FIFTH CAUSE OF ACTION

**(Misappropriation of Trade Secrets in Violation of the Nevada Trade Secrets (Uniform
Act), NRS 600A)**

26 133. Evolution realleges and incorporates by reference the allegations contained
27 in paragraphs 1-132 as though fully set forth herein.

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1 134. L&W’s actions, as set forth above, constitute trade secret misappropriation
2 under Nevada law.

3 135. Evolution is the owner of trade secrets. [REDACTED]
4 [REDACTED]
5 [REDACTED]

6 [REDACTED]. At minimum, the proprietary math files described above in paragraph 16
7 constitute Evolution’s trade secrets subject to protection under Nevada law.

8 136. Evolution’s trade secret information derives independent economic value
9 from not being generally known to and not being readily ascertainable by proper means by the
10 public or other persons who could obtain value from its disclosure or use. For example, as
11 explained above, the Lightning Roulette math files allow, among other things, the Lightning
12 Roulette game to remain profitable despite the inclusion of multipliers with increased payouts and
13 increases player engagement with the game. Indeed, Lightning Roulette’s resounding success is
14 attributable, at least in part, to these math files. Evolution’s trade secrets are limited in their
15 distribution within Evolution, only disclosed to third parties under strict confidentiality and/or non-
16 disclosure agreements, and not readily available to the public or to Evolution’s competitors.

17 137. Evolution has taken more than reasonable measures under the
18 circumstances to maintain the secrecy of its trade secret information, including marking such
19 information with a “COMPANY CONFIDENTIAL” stamp or other indication of secrecy in a
20 reasonably noticeable manner, limiting internal access to such information at Evolution, protecting
21 against impermissible dissemination of the information, requiring passwords to be used to access
22 computer systems and records, and requiring employees to sign confidentiality agreements.
23 Evolution also had and has policies and procedures in place to protect its trade secret information.

24 138. [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED] Accordingly, LNW Gaming had a duty to maintain the secrecy of
 14 Evolution’s trade secrets and had no expectation that it would be authorized to utilize Evolution’s
 15 trade secrets for its or anyone else’s benefit.

16 139. Evolution has spent significant time, skill, research and development to
 17 develop and maintain its trade secrets, which are extremely valuable to Evolution, give Evolution
 18 a competitive advantage, and would be of great value to a competitor.

19 140. [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 141. [REDACTED]

23 [REDACTED] LNW Gaming (together with Light & Wonder,
 24 [REDACTED]
 25 [REDACTED]

26 [REDACTED] improperly used Evolution’s trade secrets, without authorization, to develop
 27

1 RouletteX and PowerX, its own copycat roulette games for land-based casinos. L&W’s use of
2 Evolution’s trade secrets for its own benefit violates Nevada law.

3 142. Evolution first discovered that L&W had misappropriated Evolution’s trade
4 secrets when L&W unilaterally sought to terminate the parties’ Agreement in August 2021 and
5 Evolution learned that L&W had launched a copycat game—RouletteX—that has strikingly
6 similar appearance, features, and functionality as Evolution’s Lightning Roulette.

7 143. Evolution faces an immediate threat of irreparable harm, for which
8 Evolution lacks an adequate remedy at law, for L&W’s misappropriation and misuse of
9 Evolution’s trade secret information, including, but not limited to, reputational harm, loss of future
10 business, and the potential that Evolution’s trade secrets may be disseminated (*e.g.*, to L&W’s
11 contractors) beyond the Court’s ability to provide monetary redress.

12 144. Unless L&W is enjoined from the foregoing conduct, Evolution will be
13 irreparably harmed by:

- 14 (d) Disclosure of trade secrets and other confidential information that is the
15 property of Evolution;
- 16 (e) Loss of competitive advantage, loss of goodwill, lost compensation, and loss
17 of business reputation; and
- 18 (f) Potential future economic loss, which is presently incalculable.

19 145. As alleged herein, L&W’s conduct has been and is willful, wanton, and/or
20 reckless. L&W Gaming induced Evolution into providing L&W with Evolution’s trade secrets for
21 Lightning Roulette—Evolution’s highly successful flagship product—under the auspices of
22 entering into a partnership for developing physical Lightning Roulette game tables, but turned
23 around and used those trade secrets to develop its own product, RouletteX and PowerX, knowing
24 that its acts would harm Evolution. Evolution is therefore entitled to recover from L&W
25 exemplary damages in an amount twice the total of the damages record for actual loss and/or unjust
26 enrichment as permitted under NRS 600A.050.

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1 146. Evolution is entitled to an award of attorneys' fees pursuant to NRS
2 600A.060.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Evolution respectfully requests judgment from this Court as
5 follows:

6 A. The entry of judgment that L&W has directly infringed, literally or under
7 the doctrine of equivalents, and/or induced infringement of one or more claims of the Asserted
8 Patents;

9 B. The entry of judgment that L&W has willfully infringed one or more claims
10 of the Asserted Patents;

11 C. The entry of judgment that L&W has misappropriated Evolution's trade
12 secrets under Defend Trade Secrets Act, 18 U.S.C. § 1836;

13 D. The entry of judgment that L&W has misappropriated Evolution's trade
14 secrets under the Nevada Trade Secrets (Uniform Act), NRS 600A;

15 E. A judgment against L&W preliminarily and permanently enjoining L&W
16 and its officers, employees, agents, attorneys, affiliates, successors, assigns, and others acting in
17 privity or concert with them, and their parents, subsidiaries, divisions, successors and assigns, from
18 further acts of infringement of the Asserted Patents;

19 F. A judgment against L&W preliminarily and permanently enjoining L&W
20 and its officers, employees, agents, attorneys, affiliates, successors, assigns, and others acting in
21 privity or concert with them, and their parents, subsidiaries, divisions, successors and assigns, from
22 further use or disclosure of any of Evolution's trade secret, proprietary, and/or confidential
23 information;

24 G. A judgment awarding Evolution damages resulting from L&W's
25 infringement in an amount no less than a reasonable royalty or an amount equaling Evolution's
26 lost profits due to L&W's infringement, and that such amount be multiplied based on L&W's
27 willful infringement;

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H. A judgment awarding Evolution compensatory, exemplary, and punitive damages resulting from L&W’s misappropriation of Evolution’s trade secrets in an amount to be determined at a hearing and/or trial, including, but not limited to, double damages for willful or malicious misappropriation under 18 U.S.C. § 1836(b)(3)(C) and/or NRS 600A.050; or in lieu of damages measured by other methods, the damages caused L&W’s misappropriation measured by imposition of liability for a reasonable royalty for L&W’s unauthorized disclosure or use of Evolution’s trade secrets in an amount to be determined at trial;

I. Disgorgement of L&W’s wrongfully obtained profits;

J. A judgment declaring that this is an exceptional case and awarding Evolution treble damages pursuant to 35 U.S.C. § 284 and attorneys’ fees pursuant to 35 U.S.C. § 285;

K. A judgment awarding Evolution attorneys’ fees pursuant to 18 U.S.C. § 1836(b)(3)(D) and/or NRS 600A.060;

L. A judgment against L&W that interests, costs, and expenses be awarded in favor of Evolution; and

M. Such other relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Evolution hereby demands trial by jury for all causes of action, claims, or issues that are triable as a matter of right to a jury.

Dated this 28th day of May 2024.

HOLLEY DRIGGS

/s/ Jason D. Smith
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