

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

GREE, INC.,	§	Case No.:
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
SUPERCELL OY,	§	
	§	
Defendant.	§	

**COMPLAINT**

Plaintiff GREE, Inc. (“GREE”) files this Complaint against Supercell Oy (“Supercell”). In this Complaint, GREE asserts U.S. Patent Nos. 9,079,107 (the “Oono ’107 patent”) and 9,561,439 (the “Oono ’439 patent”) against at least Supercell’s “Clash of Clans,” “Clash Royale,” and “Hay Day” games. GREE alleges as follows:

**PARTIES**

1. GREE is a corporation organized under the laws of Japan with a principal place of business at 6-10-1, Roppongi, Roppongi Hills Mori Tower Minato-Ku, Tokyo, Japan.
2. Supercell is a corporation organized under the laws of Finland, with a principal place of business at Itämerenkatu 11-13, Helsinki, Uusimaa, 00180, Finland.

**JURISDICTION AND VENUE**

3. This action arises under the patent laws of the United States, Title 35 of the United States Code. Accordingly, this Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).
4. This Court has personal jurisdiction over Supercell because it has, directly or

through agents and/or intermediaries, committed acts within Texas, including within this District, giving rise to this action and/or has established minimum contacts with Texas and this District such that the exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.

5. Supercell regularly conducts business in Texas, including this District, and purposefully avails itself of the privileges of conducting business in Texas. In particular, Supercell, directly and/or through its agents and/or intermediaries, makes, uses, imports, offers for sale, sells, and/or advertises its products and affiliated services in Texas, including this District. Supercell has placed, and continues to place, infringing products into the stream of commerce, via an established distribution channel, with the knowledge and/or understanding that such products are sold in the United States including in Texas and specifically including this District.

6. Alternatively, and/or in addition, this Court has jurisdiction over Supercell under Federal Rule of Civil Procedure 4(k)(2). This action arises from actions of Supercell directed toward the United States, including (1) committing at least a portion of the infringing acts alleged herein and (2) regularly transacting business, soliciting business, and deriving revenue from the sale of goods and services, including infringing goods and services, to individuals in the United States. Therefore, Supercell has purposefully availed itself of the benefits of the United States, including the Eastern District of Texas, and the exercise of jurisdiction over Supercell would not offend traditional notions of fair play and substantial justice.

7. Venue is proper in this District pursuant to 28 U.S.C. § 1391(c), as Supercell is not a resident of the United States.

## **GREE AND THE ASSERTED PATENTS**

8. GREE is a global social media company that provides mobile content and services, including games, entertainment, media, and advertising.

9. Originally founded in 2004, GREE has long sought to develop and create innovative solutions in gaming and social networking. GREE has sought to protect its investments in innovation by obtaining patent protection. GREE currently hold patents covering various improvements in digital and gaming technology in countries throughout the world, including the United States.

10. GREE is the owner by assignment of all right, title, and interest in and to the Oono '107 patent entitled Game Control Method, Game Control Device, and Recording Medium. A true and correct copy of the Oono '107 patent is attached to this Complaint as Exhibit A.

11. GREE is the owner by assignment of all right, title, and interest in and to the Oono '439 patent entitled Game Control Method, Game Control Device, and Recording Medium. A true and correct copy of the Oono '439 patent is attached to this Complaint as Exhibit B.

12. The Oono '107 patent and Oono '439 patent (collectively, "the Patents-in-Suit") share a common specification.

13. The claims of the Patents-in-Suit cannot be performed without a computer and are not directed toward fundamental economic practices, methods of organizing human activities, an idea itself, or mathematical formulas.

14. The Patents-in-Suit describe and claim innovative communication systems and methods for controlling computer-implemented "social game in which it is possible to constitute

a group referred to as a guild by a plurality of users (players) who play the game.” Oono ’107 patent at col. 1:57-59. The claims of the Patents-in-Suit are directed to methods carried out by a game control device that communicates with the plurality of communication terminals for providing a game to the communication terminals and to systems for carrying out that method. The claims all recite elements that are tied to a special purpose device, e.g., a game control device for the specific application of controlling a social game.

15. The invention of the Patents-in-Suit addresses the shortcomings of prior approaches for playing computer based games, such as lack of motivation of users at a low level or the inability of a user to play in cooperation with a plurality of users regardless of that user’s level. *Id.* at col. 2:12-22. The invention provides “a new mechanism that enables a user to play in cooperation with a plurality of users (guild) regardless of the [user’s] level, etc. ....” *Id.* at col. 2:23-25.

16. The claims of the Oono ’107 patent are specific to a narrow area of application, a game control method carried out by a game control device, in which information and game rewards are shared among players in the same groups (e.g., in the same guild). The claims of the Oono ’107 patent therefore do not pre-empt others from using the general concept of games or sharing activities, using a computer implemented method.

17. The claims of the Oono ’439 patent are specific to a narrow area of application, a team-based and computer network-based game, in which correspondence between the plurality of users and the one or more groups and a parameter value for each of the plurality of users, which increases as a respective user makes progress in the group event, are stored, a group event is monitored and the parameter values for each of the team members is updated in accordance with the monitored progress of the team in the group event. The claims of the Oono ’439 patent

therefore do not pre-empt others from using the general concept of games or sharing activities, using a computer implemented method.

18. The claims of the Patents-in-Suit recite more than generic computer functionality and recite steps that are not purely conventional.

19. The claims of the Oono '107 patent recite at least the following elements which, either alone or as an ordered combination, are unconventional and unique, and are not well-known, routine, or conventional: “storing skill level information indicative of skill levels of each of the plurality of users of the game, in the storage unit;” “providing one or more of a plurality of game pieces to a first plurality of users in a first group of said one or more groups, based on the skill level information, while the first plurality of users are at certain events in the game;” and “allocating in a memory, the game item to the first group or at least one of the first plurality of users, when it is determined that all the required game pieces have been provided.” The Examiner confirmed that these claim elements are not well-known, routine, or conventional by allowing the application after submission of arguments by the Applicant in a Response addressing a rejection under 35 U.S.C. § 101. The Response was dated March 4, 2015.

20. The claims of the Oono '439 patent recite at least the following elements which, either alone or as an ordered combination, are unconventional and unique, and are not well-known, routine, or conventional: “grouping the plurality of users into one or more groups;” “storing a correspondence between the plurality of users and the one or more groups in the storage unit;” and “transmitting information over the communication network to initiate a group event in which a first plurality of users forming a first group cooperatively participate in the game.” The Examiner confirmed that these claim elements are not well-known, routine, or conventional by allowing the application after arguments presented by the Applicant during

prosecution. During prosecution the Examiner specifically stated that the Patent Office was “persuaded that the claim elements, as an ordered combination, represent improvements to the functioning of the claimed game control device.” That Office Action was mailed August 9, 2016.

21. The claims of the Patents-in-Suit recite improvements over prior art and conventional gaming devices, systems, and methods represent meaningful limitations and/or inventive concepts. Further, in view of these specific improvements, the inventions of the asserted claims, when such claims are viewed as a whole and in ordered combination, are not routine, well-understood, conventional, generic, existing, commonly used, well-known, previously known, or typical.

#### **GENERAL ALLEGATIONS**

22. Supercell makes, uses, sells, offers for sale, and/or imports into the United States gaming systems, software, or methods for controlling games in which users build collections of structures, including Clash of Clans, Clash Royale, and Hay Day.

23. Clash of Clans, Clash Royale, and Hay Day operate on computers and mobile devices, including those with iOS and Android operating systems.

24. Supercell operates, places into service, or otherwise controls a plurality of servers worldwide, including in the United States, on which Supercell operates, and its customers and other users use, software related to Clash of Clans, Clash Royale, and Hay Day and on which Supercell stores user data associated with the product.

25. Clash of Clans, Clash Royale, and Hay Day each have millions of registered users worldwide, including in the United States and Texas.

26. Supercell has had knowledge of the Patents-in-Suit since at least the filing date of

this Complaint, and its continued infringement is willful.

27. GREE's infringement allegations presented below are exemplary, and do not necessarily detail every manner in which Supercell's products infringe the Patents-in-Suit, nor do so for each product that infringes. GREE will provide additional details in its infringement contentions.

**COUNT I—Infringement of the Oono '107 Patent**

28. GREE re-alleges and incorporates by reference each and every allegation contained in the paragraphs above as if fully set forth herein.

29. Supercell directly infringes at least claim 1 of the Oono '107 patent, for example, by, without authority, making, using, importing, selling, or offering to sell Clash Royale in the United States, in violation of 35 U.S.C. § 271(a). For example, claim 1 of the Oono '107 patent recites:

1. [preamble] A game control method carried out by a game control device for providing a game to a plurality of communication terminals respectively used by a plurality of users, the game control device communicating with the plurality of communication terminals and having a storage unit, the method comprising the steps of:

- (a) storing skill level information indicative of skill levels of each of the plurality of users of the game, in the storage unit;
- (b) grouping the plurality of users into one or more groups;
- (c) providing one or more of a plurality of game pieces to a first plurality of users in a first group of said one or more groups, based on the skill level information, while the first plurality of users are at certain events in the game;
- (d) storing allocation information indicating which game piece has been provided to which user with a respective skill level, and a number and type of game pieces required to obtain a game item as a reward, in the storage unit;
- (e) determining whether all of the game pieces required to obtain said game item have been provided to the first group, based on the allocation information stored in the storage unit; and
- (f) allocating in a memory, the game item to the first group or at least one of the first plurality of users, when it is determined that all the required game pieces have been provided.

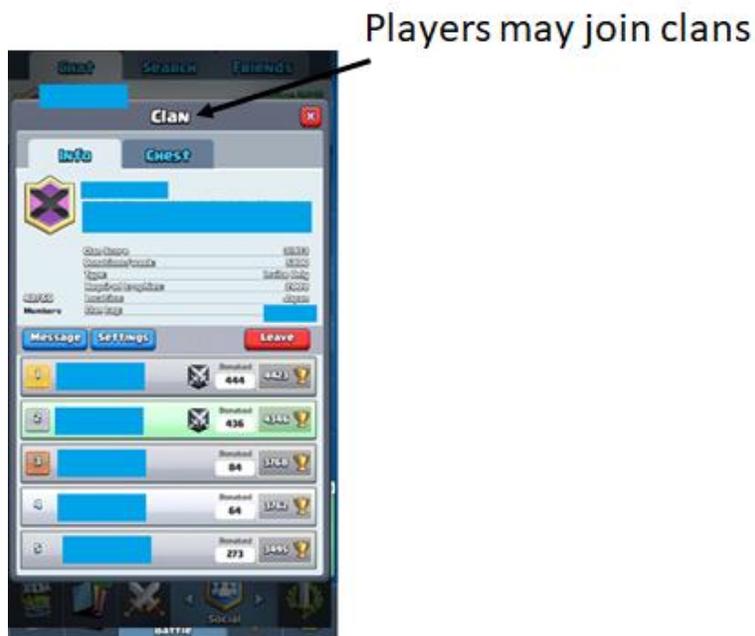
30. For example, and by way of exemplary illustration, Supercell’s Clash Royale game infringes as follows. To the extent the preamble is found to be limiting, Clash Royale satisfies the preamble of claim 1 because Supercell manages servers that control Clash Royale. See, e.g. <https://aws.amazon.com/solutions/case-studies/supercell/>. The Clash Royale application allows users to “[d]uel players from around the world in real-time in both 1v1 and 2v2 Battles” using computers or mobile devices running iOS or Android processing systems. See <https://itunes.apple.com/us/app/clashroyale/id1053012308?mt=8>; see also <https://clashroyale.com/blog/news/about-the-game> An example is shown in the Figure below:



31. Clash Royale infringes element 1(a) because Supercell stores a number of trophies for each player and this number of trophies is indicative of skill level for each player.



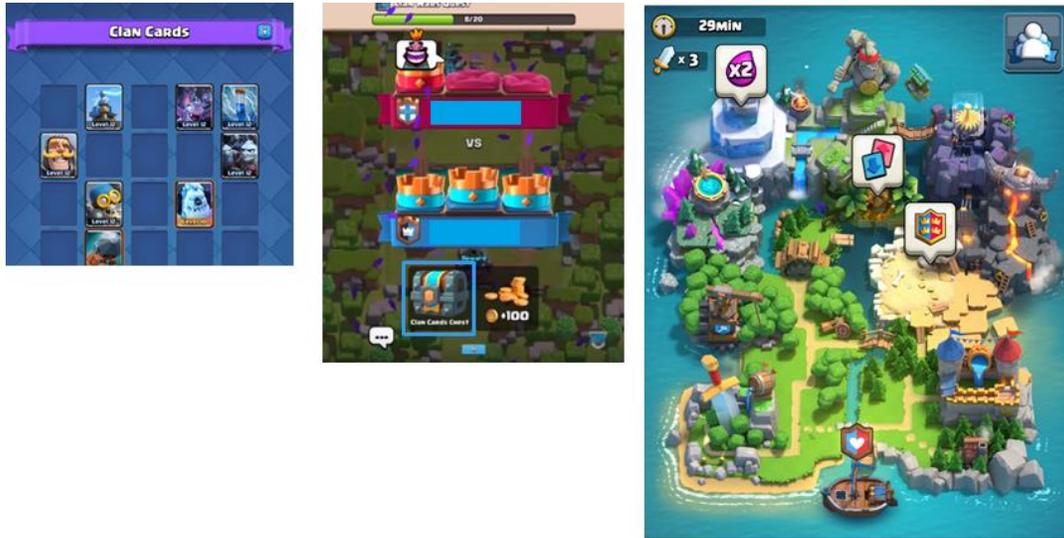
32. Clash Royale infringes element 1(b) because Supercell allows players to join clans.



33. Clash Royale infringes element 1(c) because during clan wars, users can earn game pieces (e.g., cards) for their group (e.g., their clan). On information and belief, Clash

Royale awards cards based on the user's number of trophies (e.g., the user's skill level) during certain events in the game (e.g., collection day). See, e.g.,

<https://clashroyale.com/blog/news/what-is-clan-wars>



34. Clash Royale infringes element 1(d) because Supercell stores information on the user's game pieces (e.g., cards) and which game piece has been provided to which user (e.g., the clan cards collected by the user) and information about the number of cards required to obtain a game item (e.g., an upgrade for the user or clan).



35. Clash Royale infringes element 1(e) because Supercell determines whether the

clan has collected enough game pieces (e.g., cards) to obtain a game item (e.g., an upgrade).



36. Clash Royale infringes element 1(f) because if the clan has collected enough game pieces (e.g., cards) to obtain the game item (e.g., issue an upgrade) the game awards the clan an upgraded character.



37. Supercell indirectly infringes the Oono '107 patent within the United States by inducing infringement under 35 U.S.C. § 271(b). For example, since learning of the Oono '107 patent and by failing to cease offering Clash Royale, Supercell has knowingly and intentionally

induced users of Clash Royale to directly infringe one or more claims of the Oono '107 patent, *inter alia*, by (1) providing instructions or information, for example on publicly available websites (*see, e.g.*, <https://supercell.helpshift.com/a/clash-royale/?p=web&s=battle> and linked pages), to explain how to use the Clash Royale application in an infringing manner, including the use of the Clash Royale application in the manners described in the foregoing paragraphs, which are expressly incorporated herein, and (2) touting these infringing uses of Clash Royale in advertisements, including but not limited to those listed on or available from their websites and other mobile application marketplace websites.

38. Supercell indirectly infringes the Oono '107 patent by contributing to the direct infringement by end users under 35 U.S.C. § 271(c), for example, by providing Clash Royale, which, as evidenced by Supercell's websites and advertisements (*see, e.g.*, <https://supercell.helpshift.com/a/clash-royale/?p=web&s=battle> and linked pages), is especially made for use in a manner that infringes one or more claims of the Oono '107 patent as described herein and has no substantial non-infringing uses.

39. GREE has been and continues to be injured by Supercell's infringement of the Oono '107 patent. GREE is entitled to recover damages adequate to compensate it for Supercell's infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

40. Unless enjoined by this Court, Supercell's acts of infringement will continue to damage and cause irreparable harm to GREE.

41. Supercell's infringement of the Oono '107 patent has been willful and deliberate. Supercell has known of the Oono '107 patent and its infringement thereof and continued its unlawful actions nevertheless. GREE is therefore entitled to increased damages under 35 U.S.C.

§ 284 and attorneys' fees and costs under 35 U.S.C. § 285.

**COUNT II—Infringement of the Oono '439 Patent**

42. GREE re-alleges and incorporates by reference each and every allegation contained in the paragraphs above as if fully set forth herein.

43. Supercell directly infringes at least claim 1 of the Oono '439 patent, for example, by, without authority, making, using, importing, selling, or offering to sell Clash of Clans in the United States, in violation of 35 U.S.C. § 271(a). For example, claim 1 of the Oono '439 patent recites:

1. [preamble] A game control method carried out by a game control device for providing a game to a plurality of communication terminals respectively used by a plurality of users, the game control device communicating with the plurality of communication terminals over a communication network and having a storage unit for storing information for each of the plurality of users, the method comprising the steps of:

- (a) grouping the plurality of users into one or more groups;
- (b) storing a correspondence between the plurality of users and the one or more groups in the storage unit;
- (c) transmitting information over the communication network to initiate a group event in which a first plurality of users forming a first group cooperatively participate in the game;
- (d) storing a parameter value for each of the plurality of users, wherein the parameter value for a respective user is increased as the respective user makes progress in the group event;
- (e) monitoring progress of the group event and updating the parameter value for each of the first plurality of users in accordance with the progress of the first group in the group event;
- (f) providing at least one of a plurality of game pieces to each of the first plurality of users in the group event, based on the parameter value for the corresponding user, wherein the plurality of game pieces are required to obtain a game item;
- (g) storing allocation information indicating which game piece has been provided to which user, in the storage unit;
- (h) determining whether all the required game pieces have been provided to the first plurality of users, based on the allocation information; and
- (i) allocating in a memory, the game item to the first group or at least one of

the first plurality of users, when it is determined that all the required game pieces have been provided within a predetermined period of time during which the group event is taking place.

44. By way of exemplary illustration, to the extent the preamble is found to be limiting, Clash of Clans satisfies the preamble of claim 1 because Supercell manages servers that control Clash of Clans, which is played by users on a plurality of user mobile devices. *See, e.g.* <https://aws.amazon.com/solutions/case-studies/supercell/>; <https://www.youtube.com/watch?v=C9EJ9JFyCSE>.

45. Clash of Clans infringes element 1(a) because Supercell allows players to join groups (e.g., clans).



46. Clash of Clans infringes element 1(b) because Supercell stores correspondence between the users (e.g., the players) and the one or more groups (e.g., a clan). *See, e.g.*, <https://supercell.com/en/parents/> (“All Supercell games have an in-game chat functionality. Many of our players enjoy interacting with one another through chat in our games, and we work hard to maintain a safe and secure environment for that.”); Team Chat (“TEAM CHAT In all our games, players can talk to other players by joining a team (called Task Force, Clan, Band or Neighbourhood, depending on the game). Once you join a team, you have access to the team

chat functionality and can talk to the members of your team. Teams can be closed, invite-only or open to everyone.”).

47. Clash of Clans infringes element 1(c) because Supercell transmits information over a communication network to initiate a group event (e.g., clan games) in which a first group of users cooperatively participate in the game.



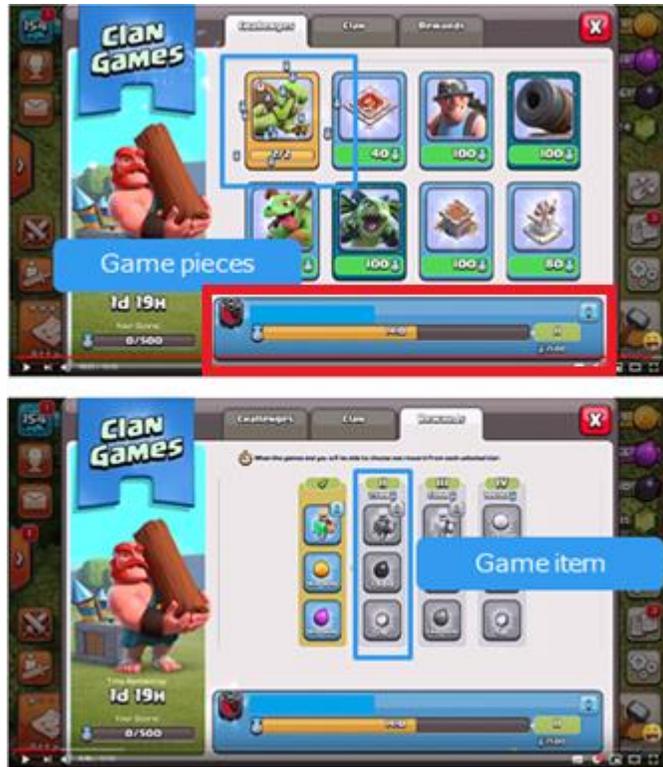
48. Clash of Clans infringes element 1(d) because Supercell stores a parameter values (e.g., a number of times a condition was achieved) for each of the plurality of users.



49. Clash of Clans infringes element 1(e) because Supercell monitors and updates the progress of a group event (e.g., clan games) and updates the parameter value (e.g., a number of times a condition was achieved).



50. Clash of Clans infringes element 1(f) because Supercell provides game pieces (e.g., the clan score) to each of the users in the group event (e.g., the clan game) wherein the game pieces are required to obtain a game item. As one example the earned game pieces are shown in the gauge called out by the red box in the screenshot below.



51. Clash of Clans infringes element 1(g) because Supercell stores allocation information indicating which game piece has been provided to which user. Supercell provides a ranking, which lists the users in the clan based on the clan score (e.g., the number of game pieces) earned by each user.



52. Clash of Clans infringes element 1(h) because Supercell determines whether the clan has received a high enough score to select the item.



53. Clash of Clans infringes element 1(i) because if the clan has received a high enough score it awards the user with the option to select the item.



54. Supercell also indirectly infringes one or more claims of the Oono '439 patent within the United States by inducement under 35 U.S.C. § 271(b). Since at least the filing date of this Complaint, for example, Supercell has knowingly and intentionally induced Clash of Clans users to directly infringe at least claim 1 of the Oono '439 patent, *inter alia*, by (1) providing instructions or information, in its support website (for example: <https://supercell.helpshift.com/a/clash-of-clans/?p=web&s=buildings-upgrades&f=how-does-the-builder-menu-work&l=en>) and by providing videos such as those at <https://www.youtube.com/user/supercellgames/channels> encouraging users to play Clash of

Clans in an infringing manner, including the use of Clash of Clans in the manner described in the foregoing paragraphs, which are expressly incorporated herein; and (2) touting these infringing uses of Clash of Clans in advertisements including but not limited to those on their websites and other mobile app marketplace websites.

55. Defendant Supercell indirectly infringes the Oono '439 patent by contributing to the direct infringement of end users under 35 U.S.C. § 271(c) by providing the Clash of Clans application, which, as evidenced by Defendant Supercell's websites and advertisements ([https://supercell.helpshift.com/a/clash-of-clans/?p=web &s=getting-started&f=what-is-the-layout-editor](https://supercell.helpshift.com/a/clash-of-clans/?p=web&s=getting-started&f=what-is-the-layout-editor) (last visited August 23, 2019)), is especially made for use in a manner infringing one or more claims of the Oono '439 patent as described herein and has no substantial non-infringing uses.

56. GREE has been and continues to be injured by Supercell's infringement of the Oono '439 patent. GREE is entitled to recover damages adequate to compensate it for Supercell's infringing activities in an amount to be determined at trial but in no event less than a reasonable royalty.

57. Unless enjoined by this Court, Supercell's acts of infringement will continue to damage GREE irreparably.

58. Supercell's infringement of the Oono '439 patent has been willful and deliberate. Supercell has known of the Oono '439 patent at least since filing of this Complaint, and continued its infringement thereof and its unlawful actions nevertheless. GREE is therefore entitled to increased damages under 35 U.S.C. § 284 and attorneys' fees and costs under 35 U.S.C. § 285.

**PRAYER FOR RELIEF**

WHEREFORE, GREE prays for relief in its favor, as follows:

- A. Enter a judgment that Supercell has infringed the Patents-in-Suit;
- B. Grant a permanent injunction restraining and enjoining Supercell and its officers, directors, agents, servants, employees, successors, assigns, parents, subsidiaries, affiliated or related companies, and attorneys from directly or indirectly infringing the Patents-in-Suit;
- C. Enter a declaration that the case is exceptional and correspondingly award GREE attorney fees and costs under 35 U.S.C. § 285;
- D. Award damages, enhanced damages and prejudgment interest to GREE under 35 U.S.C. § 284;
- E. Grant such other and further relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

GREE hereby demands a jury trial on all issues appropriately triable by a jury.

DATED: September 16, 2019

Respectfully submitted,

GILLAM & SMITH, LLP

By: /s/ Melissa R. Smith

MELISSA R. SMITH

(Texas State Bar No. 24001351)

HARRY L. GILLAM, JR.

(Texas State Bar No. 07921800)

303 South Washington Avenue

Marshall, Texas 75670

Telephone: (903) 934-8450

Facsimile: (903) 934-9257

Email: melissa@gillamsmithlaw.com

Email: gil@gillamsmithlaw.com

Of Counsel:

KILPATRICK TOWNSEND & STOCKTON  
LLP

STEVEN D. MOORE (CA Bar No. 290875)

TAYLOR PFINGST (CA Bar No. 316516)

Two Embarcadero Center, Suite 1900

San Francisco, CA 94111

Telephone: 415 576 0200

Facsimile: 415 576 0300

Email: [smoore@kilpatricktownsend.com](mailto:smoore@kilpatricktownsend.com)

Email: [tpfingst@kilpatricktownsend.com](mailto:tpfingst@kilpatricktownsend.com)

Attorneys for Plaintiff

GREE, Inc.