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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

Blackhawk Network, Inc.,
an Arizona corporation,

Plaintiff,

vs.

SL Card Company Inc. d/b/a Linq3, an
Arizona corporation

Defendant.

Case No. CV2022-051638

**BLACKHAWK NETWORK, INC.'S
FIRST SUPPLEMENTAL ANSWERS
TO DEFENDANT SL CARD
COMPANY, INC.'S FIRST SET OF
NONUNIFORM INTERROGATORIES
TO BLACKHAWK NETWORK, INC.**

(Assigned to the Hon. Timothy Thomason)

Pursuant to Ariz. R. Civ. P. 33, Plaintiff Blackhawk Network, Inc. ("Blackhawk" or "Plaintiff") hereby responds to Defendant SL Card Company Inc.'s ("Linq3" or "Defendant") First Set of Non-Uniform Interrogatories. Because the Product Distribution Agreement

1 identifies SL Card Company, Inc., as “Linq3”; Blackhawk does so herein.

2 For ease of reference, Defendant’s First Set of Non Uniform Interrogatories have been
3 duplicated exactly as they appear in *Defendant SL Card Company, Inc.’s First Set of*
4 *Nonuniform Interrogatories to Blackhawk Network, Inc.* (Linq3’s “First Interrogatories.
5 Plaintiff reserves the right to supplement these answers.
6

7 Blackhawk’s responses to these interrogatories are based upon the facts and information
8 currently known and available to Blackhawk and are given without prejudice to Blackhawk’s
9 right to provide or introduce at trial evidence of any subsequently discovered information.
10 Blackhawk has not completed its investigation of the facts relating to this case, has not
11 completed discovery in this action, and has not completed preparation for any trial that might
12 be held. Accordingly, all responses provided herein are subject to amendment or
13 supplementation by Blackhawk as its investigation and discovery efforts continue. Blackhawk
14 reserves the right to supplement, amend, modify, or alter its responses to these interrogatories.
15
16

17 **RESPONSES AND OBJECTIONS TO DEFINITIONS**

18 Blackhawk provides these responses and objections to Linq3’s definitions set forth in
19 its First Interrogatories. These responses and objections are incorporated into each response
20 to each Interrogatory, just as Linq3’s First Interrogatories incorporate its definitions.
21

22 **DEFINITION:** “TECHNOLOGY related to QUICKTICKET V2” shall mean and
23 refer to any aspect, feature, characteristic, or trait of the QUICKTICKET V2 product as well
24 as any methods, procedures, or steps used in connection with the activation, use, or
25 redemption of the QUICKTICKET V2 product.
26
27
28

RESPONSE: Blackhawk objects to this definition as overbroad because it is of unlimited scope. The definition extends to anything relating to any aspect of QUICKTICKET V2 or its use. Blackhawk does not apply this definition in its responses. Blackhawk interprets and applies this as “QUICKTICKET V2” as described and disclosed in Blackhawk’s Arizona Rule 26.1 Disclosures.

INTERROGATORIES

INTERROGATORY NO. 1: IDENTIFY all TECHNOLOGY related to QUICKTICKET V2 that BLACKHAWK asserts has been taken or used by SL CARD in violation of the PDA.

ANSWER TO INTERROGATORY NO. 1.

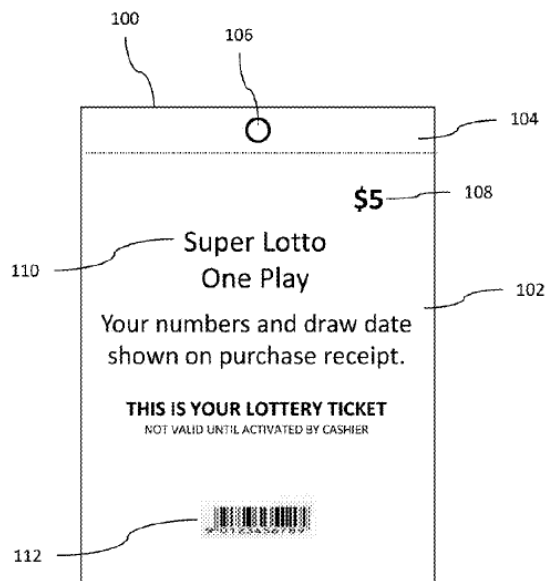
Blackhawk incorporates its objection to Linq3's definition of "TECHNOLOGY related to QUICKTICKET V2." Subject to that objection, Blackhawk responds as follows:

Blackhawk’s Arizona Rule 26.1 Disclosures (verified under the penalty of perjury) (“Disclosures”) detail the QuickTicket V2 technology that Blackhawk asserts has been taken or used by Linq3 and its corporate affiliates. Blackhawk refers Linq3 to the Disclosures but summarizes that information below.

Blackhawk's QuickTicket V2. The QuickTicket is a physical, pre-printed lottery ticket that would allow it to be placed on a display hook in a retail outlet. The clerk scans the bar code on the ticket at the point-of-sale to "activate" the ticket through the use of Blackhawk's existing network. The transaction would then be routed to a lottery computer, which would verify the transaction, and activate the ticket for the next drawing. QuickTicket™ is the customer's actual lottery ticket, rather than any printed receipt.

1 A U.S. patent application for the QuickTicket was filed on April 6, 2015 (which was
2 later assigned to Blackhawk). The patent application was granted as U.S. Patent No. 9,865,135
3 (“the ’135 patent”) on January 9, 2018. Blackhawk owns another QuickTicket Patent, U.S.
4 Patent 10,769,894 (“the ’894 patent”). The ’894 patent was issued by the United States Patent
5 and Trademark Office on September 8, 2020. Blackhawk owns another QuickTicket Patent,
6 U.S. Patent 11,488,451 (“the ’451 patent”). The ’451 patent was issued by the United States
7 Patent and Trademark Office on November 1, 2022.

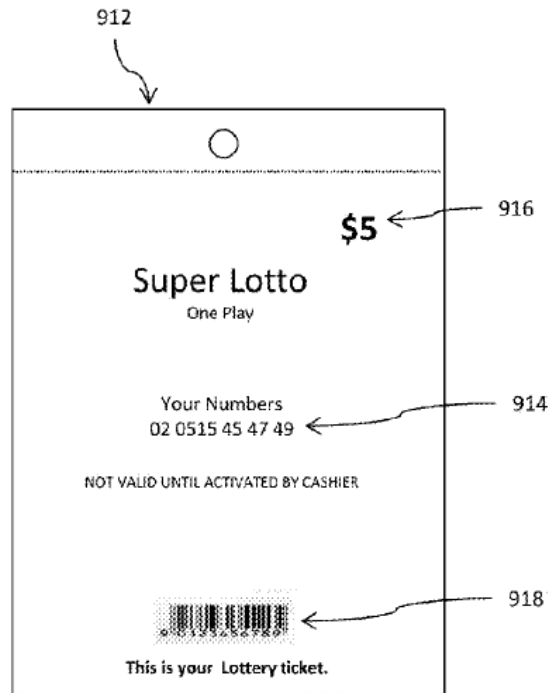
8
9 The ’135 patent, the ’894 patent, and the ’451 patent are each entitled “Methods for
10 selling pre-printed online lottery tickets,” and each includes a description of a first
11 embodiment of QuickTicket (“QuickTicket V1”). The ’135 patent, the ’894 patent, and the
12 ‘451 patent each further provide an example of QuickTicket V1 in Figure 1:
13



25 The ’135 patents also has claims directed to the first embodiment of QuickTicket V1.

26 The ’135 patent, the ’894 patent, and the ’451 patent each also provide a second
27 embodiment, in pertinent part, describing “QuickTicket V2.” The ’135 patent, the ’894 patent,
28

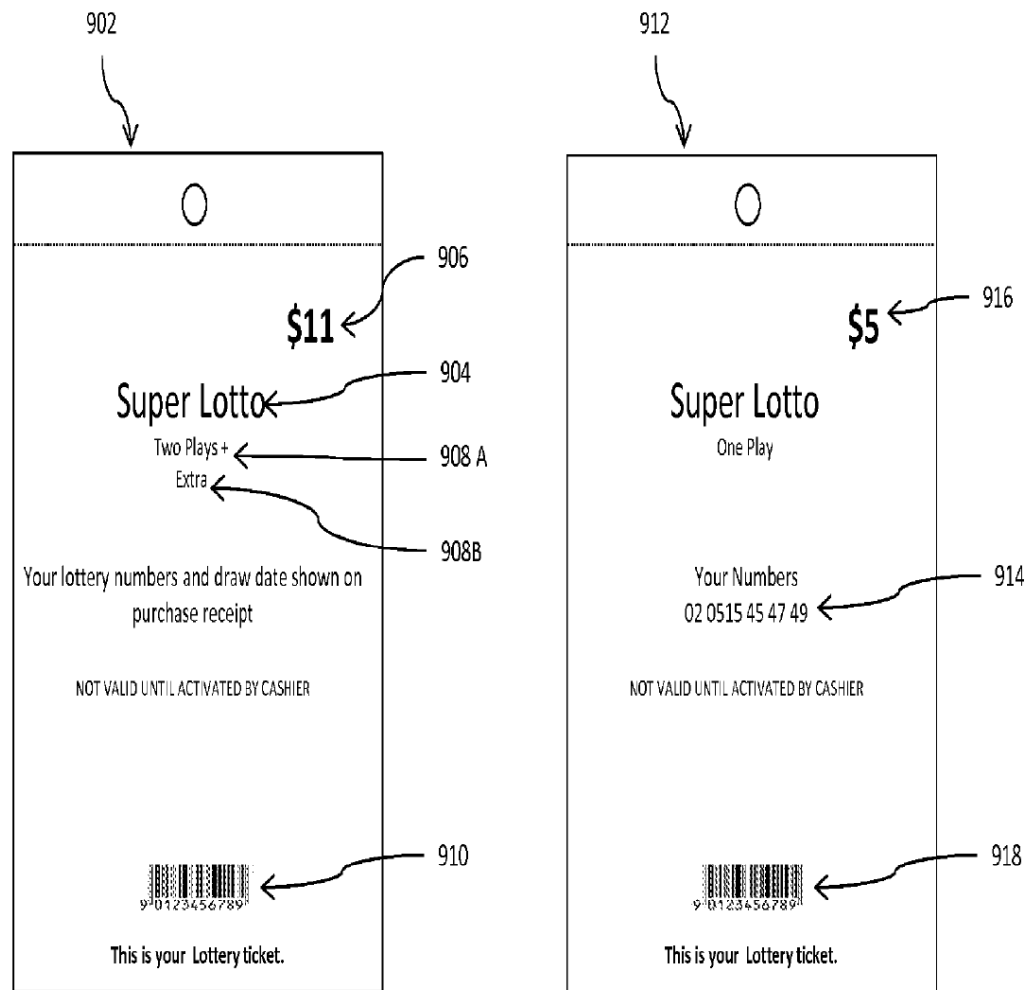
1 and the '451 patent each further provide in Figure 9 an example of QuickTicket V2, with the
2 lottery number pre-printed on the lottery ticket:



15
16 The '894 patent and the '451 patent also have claims directed to Blackhawk's QuickTicket
17 V2 technology.

18 The '451 Patent was based upon an application filed on February 20, 2019, and was a
19 continuation of the '135 patent and the '894 patent—meaning the effective date of
20

Blackhawk's patent pre-date Linq3's June 2018 and later patent applications. The '451 Patent covers the QuickTicket V2 and includes figures directed towards this product:.



In addition to these patent applications (and again, as more detailed in Blackhawk's Disclosures), Blackhawk shared information about its QuickTicket V2 technology when the parties believed that Play Now/Lottery Card was no longer a useful product. These presentations described QuickTicket, including Blackhawk's QuickTicket V2 technology:

QUICKTICKET (V-2)



• What is QUICKTICKET V-2?

• Why do we need a V2?

- More scalable for a national offering
- Integration for the LOTTO and retailer is easier
- Standard gift card transaction for BH



• Focus Group Highlights

- Reaction to QUICKTICKET concept was the same regardless (with/without numbers)
- No difference between the versions in terms of purchase likelihood
- Given a choice, respondents did have a clear preference to V1
- This did not reflect an aversion to pre-selected numbers, the overall opinion of pre-selected numbers was more favorable than unfavorable
- This was particularly true among folks that had seen V1 prior



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In a later meeting and presentation, Blackhawk provided another PowerPoint for a commercial version of “QuickTicket V2 USA” in support of an “in-lane” solution for use in the state of Texas:

QuickTicket V2 USA

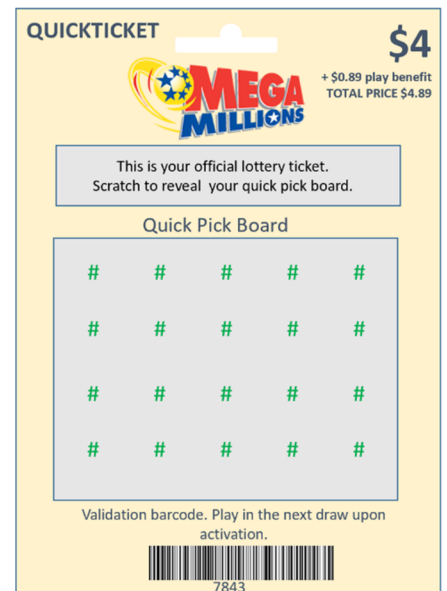
New version of BHN's Lottery Product in Canada
Gift card without mobile component at checkout for PowerBall and MegaMillions

Concept:

Issue a scratch off draw ticket in Blackhawk retailers, in check lane. This ticket would be merchandised and would contain quick picks printed on ticket, covered with opaque coating which reveals quick picks when scratched off.

Consumer flow:

- 1) Consumer would purchase Power Ball and Mega Million scratch off tickets in lane.
- 2) The cashier would scan a c128 barcode issued by BHN to activate the lottery play and the Quick Picks would be entered into the next draw.
- 3) After purchase, the consumer would scratch off the opaque coating revealing quick pick board numbers.



1 Subsequent meetings and presentations (as discussed in Blackhawk's Disclosures) further
2 detailed Blackhawk's QuickTicket V2 technology.

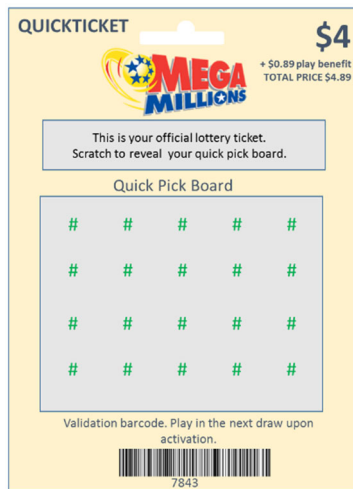
3 These patents (and related applications) along with the presentations all detail
4 Blackhawk's QuickTicket V2 Technology.
5

6 QuickTicket V2 Taken or Used By Linq3. On November 20, 2017, Linq3's parent,
7 Linq3 Technologies, LLC ("Linq3-DE"), filed U.S. Patent Application No. 15/818,569. This
8 was before Blackhawk met with Linq3 and provided PowerPoint presentations detailing the
9 QuickTicket™ products. The patent application contained no information regarding physical
10 lottery ticket that could be purchased at retail stores.
11

12 On June 18, 2018, Linq3-DE filed a continuation-in-part of its '569 application,
13 Application No. 16/010,398 ("the '398 application"). While the original '569 patent
14 application was directed towards the Play Now product, the new '398 patent application
15 included multiple figures and text that were directed towards QuickTicket V2—none which
16 were disclosed in the original '569 application. Blackhawk did not authorize the filing of this
17 patent application, which was later granted as U.S. Patent No. 10,229,561 ("the '561 patent").
18 Blackhawk did not authorize the filing of this patent application, which was later granted as
19 U.S. Patent No. 10,229,561 ("the '561 patent"). This includes claims 59-85 of the '561 patent,
20 which are directed towards Blackhawk's QuickTicket V2.
21

22 Several figures in Linq3-DE's '398 application looked extremely similar to the
23 information Blackhawk provided to Linq3 in earlier presentations:
24
25
26
27
28

**EXAMPLES OF
BLACKHAWK QUICKTICKET™
V2 PRESENTED TO LINQ3**



**FIGURES LINQ3-DE ADDED TO
ITS PATENT APPLCIATION IN JUNE 2018**

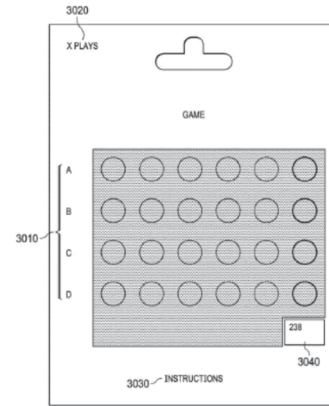


FIG. 30

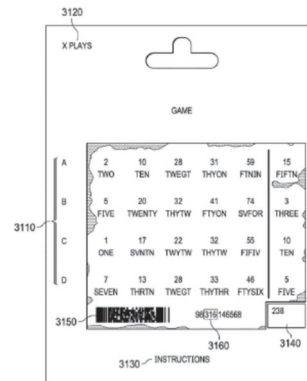


FIG. 31

'398 application, Figs. 30, 31

**EXAMPLES OF
BLACKHAWK QUICKTICKET™
V2 PRESENTED TO LINQ3**



**FIGURES LINQ3-DE ADDED TO
ITS PATENT APPLCIATION IN JUNE 2018**

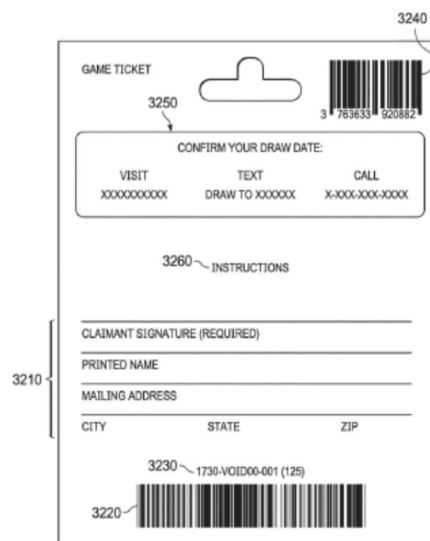
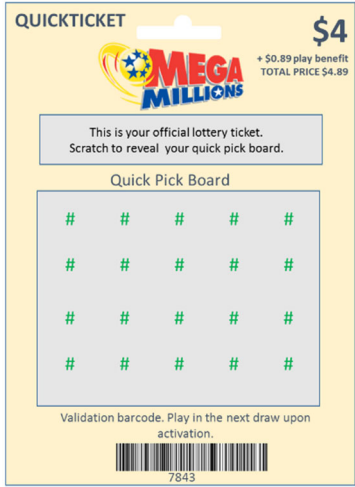
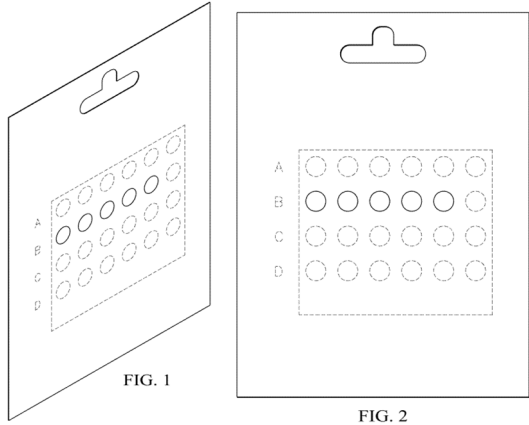


FIG. 32

'398 application, Fig. 32

The text supporting these figures describes specifically that these were physical gaming cards, “with a structure or shape of the card [that] may be similar to that of a gift card.... The numbers may be covered and not visible and may become visible in response to user interaction with one or more portions of the card (e.g., scratching off the surface of the card . .).”

On August 22, 2018, Linq3-DE filed U.S. Patent Application No. 29/660,720 (“the ’720 application”) entitled “Quick Ticket for Lottery.” The ’720 application, a design patent, claimed the benefit of the ’398 application, and ultimately issued as U.S. Patent No. D877,812 (“the ’812 patent”). As seen below, the figures in the ’812 patent look extremely similar to information Blackhawk provided Linq3 in the earlier presentations:

EXAMPLE OF BLACKHAWK QUICKTICKET™ V2 PRESENTED TO LINQ3	FIGURES LINQ3-DE INCLUDED IN ITS '812 PATENT
	 '812 Patent, Figs. 1 & 2

Once again, Blackhawk did not provide permission for filing of the application for the '812 patent, which contained Blackhawk's intellectual property.

On March 12, 2019, InComm announced the acquisition of Linq3-DE/Linq3. In March 2019, e2Interactive filed a number of other patent applications that claim the benefit of other applications derived from the material Linq3 took wrongly from Blackhawk. e2Interactive filed U.S. Patent Application No. 16/298,871 ("the '871 application") on March 11, 2019, which is a continuation of the '398 application. The '871 application contains the same specification as the '398 application, and as a result, contains Blackhawk's intellectual property. e2Interactive filed U.S. Patent Application No. 16/351,275 ("the '275 application") on March 12, 2019, which is also a continuation of the '398 application. The '275 application contains the same specification as the '398 application, and as a result, contains Blackhawk's intellectual property. The '275 application issued as U.S. Patent No. 10,943,432 ("the '432

1 patent”) on March 9, 2021. e2Interactive filed U.S. Patent Application No. 17/196,196 (“the
2 ’196 application”) on March 9, 2021, which is a continuation of the ’871 application, which
3 is a continuation of the ’398 application. The ’196 application contains the same specification
4 as the ’871 application and the ’398 application, and as a result, contains Blackhawk’s
5 intellectual property. The ’196 application is currently pending at the United States Patent
6 and Trademark Office. e2Interactive filed U.S. Patent Application No. 17/196,211 (“the ’211
7 application”) on March 9, 2021, which is a continuation of the ’275 application, which is a
8 continuation of the ’398 application. The ’211 application contains the same specification as
9 the ’275 application and the ’398 application, and as a result, contains Blackhawk’s
10 intellectual property. The ’211 application is currently pending at the United States Patent
11 and Trademark Office. Blackhawk did not authorize or give permission for the ’871
12 application, ’275 application, ’196 application, and ’211 application to be filed.
13

14
15
16 These patents, patent applications, and subsequent uses of the QuickTicket V2 by
17 Linq3 and its corporate affiliates constitute the taking and/or use of Blackhawk’s QuickTicket
18 V2 technology.
19

20 Blackhawk’s response to this interrogatory is based upon the facts and information
21 currently known and available to Blackhawk and are given without prejudice to Blackhawk’s
22 right to provide or introduce at trial evidence of any subsequently discovered information.
23 Blackhawk has not completed its investigation of the facts relating to this case, has not
24 completed discovery in this action, and has not completed preparation for any trial that might
25 be held. Accordingly, this response is subject to amendment or supplementation by Blackhawk
26 as its investigation and discovery efforts continue. Blackhawk reserves the right to supplement,
27 amend, modify, or alter its responses to this interrogatory.
28

1 **FIRST SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 1.**

2 Blackhawk incorporates its answer and objections above. Subject to these objections,
3 Blackhawk supplements its answer as follows:

4 The technology related to QuickTicket V2 Blackhawk asserts has been taken or used
5 by SL CARD in violation of the PDA includes: “patents,” “patent applications,” “trade
6 secrets,” “all other intellectual property,” and “all applications all applications and rights to
7 apply for registration or protection rights pertaining thereto.” This includes all Linq3 and its
8 corporate affiliates’ products and intellectual property that are made, sold, offer for sale, used,
9 disclosed, reproduced, distributed, performed, displayed, modified, copied or are derivative
10 works of the following Blackhawk “Intellectual Property” and “Preexisting Intellectual
11 Property:”
12
13

14 • Patents:

- 15 ○ U.S. Patent No. 9,865,135;
- 16 ○ U.S. Patent No. 10,769,894;
- 17 ○ U.S. Patent No. 11,488,451; and
- 18 ○ Canada Patent No. 2,855,434.

19 • Patent Applications:

- 20 ○ U.S. Patent Application No. 62/104,844;
- 21 ○ U.S. Patent Application No. 14/679,028;
- 22 ○ U.S. Patent Application No. 15/833,566;
- 23 ○ U.S. Patent Application No. 16/280,629;
- 24 ○ U.S. Patent Application No. 16/589,067;
- 25 ○ U.S. Patent Application No. 17/019,003;

- U.S. Patent Application No. 17/519,734;
 - U.S. Patent Application No. 17/581,367;
 - U.S. Patent Application No. 17/859,338; and
 - U.S. Patent Application No. 18/212,126.
- Trade Secrets: Blackhawk’s confidential information including the information in its QuickTicket V2 PowerPoint presentations (BHN000005235 and BHN000017441-17452) and as detailed in Blackhawk’s answers to Linq3’s Interrogatory Nos. 4 and 7, constitute trade secrets in the definition of “Intellectual Property” in the PDA.
 - All Other Intellectual Property: Any technology relating to QuickTicket V2 that does not fall under the above categories of patents, patent applications, or trade secrets, constitutes “all other intellectual property” in the definition of “Intellectual Property” in the PDA. Blackhawk incorporates by reference its answer to Interrogatory No. 8.
 - The Right to Apply for Registration or Rights: Blackhawk has the right to apply for patent applications that are continuations, continuations in parts, or divisionals relating to any of the above identified Patents or Patent Applications. Blackhawk also has the right to apply for any patent that is related to Blackhawk confidential information under the PDA, including the confidential information concerning the technology of QuickTicket V2.

In addition to the documents identified in the original response and Blackhawk’s Disclosure Statement, Blackhawk identifies the following list of documents pursuant to Rule

1 33(d) which contains information relevant to this interrogatory response: BHN000010433,
2 BHN000005217; BHN000005230; BHN000060080; BHN000060106; BHN000007283;
3 BHN000102495; BHN000006004; BHN000008976; BHN000040974; BHN000008295;
4 BHN000060240; BHN000010857; BHN000066388; BHN000220039; BHN000016672. Any
5 documents identified include the entire Bates range and attachments to the cited document.
6

7 Blackhawk's response to this interrogatory is based upon the facts and information
8 currently known and available to Blackhawk and are given without prejudice to Blackhawk's
9 right to provide or introduce at trial evidence of any subsequently discovered information.
10 Blackhawk has not completed its investigation of the facts relating to this case, has not
11 completed discovery in this action, and has not completed preparation for any trial that might
12 be held. The documents cited herein are a non-exclusive set of documents that Blackhawk may
13 rely upon to support its claims and defenses and are not exhaustive of the documents available
14 in response to this interrogatory. Accordingly, this response is subject to amendment or
15 supplementation by Blackhawk as its investigation and discovery efforts continue. Blackhawk
16 reserves the right to supplement, amend, modify, or alter its responses to this interrogatory.
17
18
19

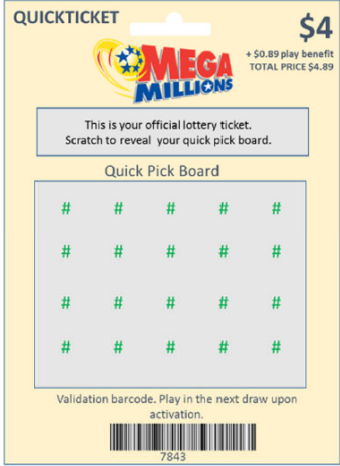
20
21 **INTERROGATORY NO. 2:** For EACH type of TECHNOLOGY related to
22 QUICKTICKET V2 that BLACKHAWK has IDENTIFIED or is required to IDENTIFY in
23 response to INTERROGATORY NO. 1, DESCRIBE in detail how SL CARD has taken or
24 used such TECHNOLOGY in violation of the PDA.
25

26 **ANSWER TO INTERROGATORY NO. 2.**

27 Blackhawk incorporates its objection to the "TECHNOLOGY related to
28 QUICKTICKET V2." Subject to that objection, Blackhawk responds as follows:

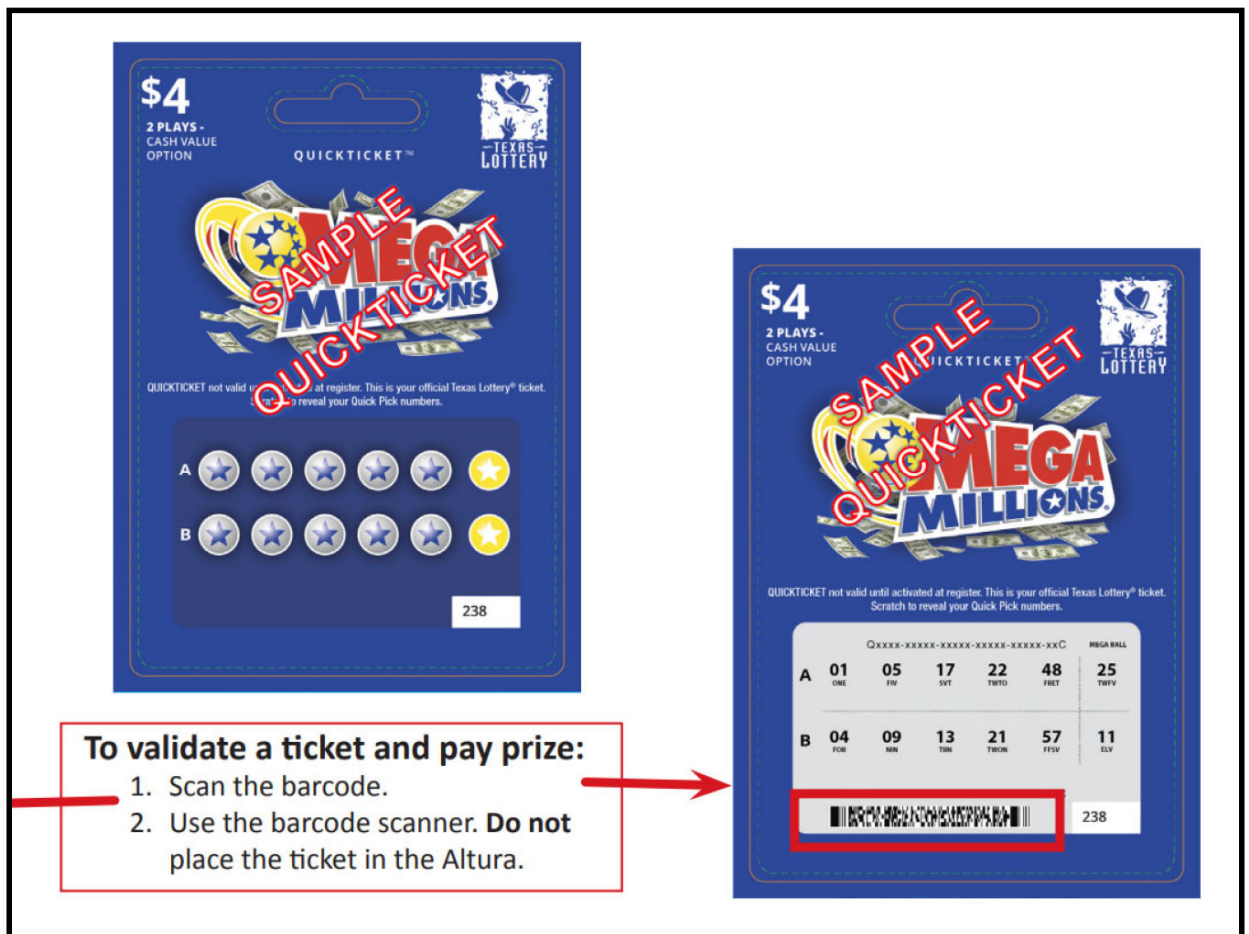
Blackhawk's Disclosures detail how Linq3 took the QuickTicket V2 technology. Blackhawk refers Linq3 to the Disclosures but summarizes that information below. Similarly, Blackhawk incorporates its response to Interrogatory No. 1 and, in particular, the section entitled "QuickTicket V2 Taken or Used By Linq3." That section describes some of the ways that SL Card has taken or used the QuickTicket V2 technology in violation of the PDA. Additional ways that Linq3 has taken or used the QuickTicket V2 technology are summarized below.

In a May 2019 presentation given by Mark Smith, formerly of Linq3 (but at that time with its corporate affiliate, InComm), the similarities between (a) Blackhawk's QuickTicket V2 disclosed to Linq3 and (b) Linq3's QuickTicket were nearly identical:

EXAMPLES OF BLACKHAWK QUICKTICKET™ PRESENTED TO LINQ3	INCOMM MAY 2019 PRESENTATION
	

The Texas Lottery Commission held hearings on August 7, 2019, where it explained that Defendant's version of QuickTicket—i.e., Blackhawk's QuickTicket V2, would soon be

1 released in Texas and sourced from the technology Linq3 took from Blackhawk. The Texas
2 Lottery later launched Defendant's version of QuickTicket, acknowledging that the Ontario
3 Lottery Gaming Corporation had previously launched "the lottery industry's first
4 QUICKTICKET," which is a direct reference to Blackhawk's QuickTicket intellectual
5 property. The Texas Lottery posted on its website images of the sample QuickTicket that look
6 just like the QuickTicket V2 technology that Blackhawk disclosed to Linq3:
7





Similarly, the Texas Lottery describes the QuickTicket as follows on its website, which operates in the same manner as the QuickTicket V2 technology that Blackhawk disclosed to Linq3: “QUICKTICKET cards contain pre-printed Quick Pick numbers under a scratch surface...Like gift cards, a QUICKTICKET has no value until purchased and activated where the QUICKTICKET was sold. Customers receive a register receipt confirming activation...”

Linq3 (through InComm) has also marketed Blackhawk’s QuickTicket V2 to the Arizona Lottery. As touted on the arizonalottery.com website, Arizona Lottery’s “Quickcard is a new way to purchase and play Powerball and Mega Millions. Each Quickcard has a set of Quick Pick numbers under a scratch-off surface that can be activated for the next drawing.” The Arizona Lottery posted on its website images of the sample Quickcard that look just like the QuickTicket V2 that Blackhawk disclosed to Linq3:



The description of how the QuickCard works matches the description of the QuickTicket™ V2 that Blackhawk disclosed to Linq3:

HOW TO PLAY

1. **GO** to a Quickcard retailer. Quickcards can be purchased for \$4, \$6, or \$10 depending on which retailer you go to.
2. **BUY** your Quickcard at the checkout of a participating retailer. Upon purchase, your Quickcard will be activated for the next drawing. Check your activation receipt to confirm your Quickcard activation.
3. **SCRATCH** the ticket to reveal your Quick Pick numbers. These will be your numbers for the drawing.

Linq3 (through InComm) has marketed Blackhawk's QuickTicket V2 to the Oklahoma Lottery. These are detailed in minutes from the March 10, 2020 of the Oklahoma Lottery Commission. The Oklahoma State Lottery markets QuickTicket on its website,

<https://www.lottery.ok.gov/draw-games/quick-ticket>, using images that look substantially similar to the product design made by Blackhawk's QuickTicket V2 PowerPoint Blackhawk shared with Linq3:



Blackhawk's response to this interrogatory is based upon the facts and information currently known and available to Blackhawk and are given without prejudice to Blackhawk's right to provide or introduce at trial evidence of any subsequently discovered information. Blackhawk has not completed its investigation of the facts relating to this case, has not completed discovery in this action, and has not completed preparation for any trial that might be held. Accordingly, this response is subject to amendment or supplementation by Blackhawk as its investigation and discovery efforts continue. Blackhawk reserves the right to supplement, amend, modify, or alter its responses to this interrogatory.

FIRST SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 2.

Blackhawk incorporates its answer and objections above and its supplemental response to Interrogatory No. 1. Subject to these objections, Blackhawk supplements its answer as follows:

1 Linq3 and its corporate affiliates has taken and used the technology identified in
2 response to Interrogatory No. 1 in violation of the PDA by making, selling, offering for sale,
3 using, disclosing, reproducing, distributing, performing, displaying, modifying, copying, or
4 creating derivative works of Blackhawk's QuickTicket V2 patents, patent applications, trade
5 secrets, and other intellectual property. These actions were prohibited by PDA § 10.3 which
6 states:
7

8 Except as expressly set forth herein, Linq3 understands and
9 agrees that no license, right, title or interest in any Blackhawk
10 Preexisting Intellectual Property or Blackhawk Intellectual
11 Property is granted hereunder and Linq3 will not gain by virtue of
12 this Agreement any rights of ownership in any Intellectual
13 Property or Preexisting Intellectual Property owned by
14 Blackhawk. Linq3 shall not make, have made, sell, offer to sell,
15 use, disclose, reproduce, distribute, perform, display, modify,
16 copy or create derivative works of any Blackhawk Preexisting
17 Intellectual Property or Blackhawk Intellectual Property in any
18 form or forum without Blackhawk's prior written consent.

16 Linq3 and its corporate affiliates have further used and taken the intellectual property
17 identified in response to Interrogatory No. 1 in violation of the PDA because its actions have
18 interfered with Blackhawk's ability to apply for and receive patents pertaining to QuickTicket
19 V2 and its derivatives works. Linq3 has thereby deprived Blackhawk of full and exclusive
20 ownership of QuickTicket V2 and its derivatives works. These actions were prohibited by
21 PDA § 10.1 which states:
22
23

24 As between Blackhawk and Linq3, Blackhawk owns (i)
25 Blackhawk's Preexisting Intellectual Property and any
26 modifications, derivatives, or improvements made thereto; and
27 (ii) any new Intellectual Property it creates both independent of,
28 and in connection with, its performing Services or delivering
Deliverables pursuant to this Agreement that does not contain
Linq3 Preexisting Intellectual Property or Linq3 Intellectual
Property or any derivative works thereof.

1 Blackhawk's response to this interrogatory is based upon the facts and information
2
3 currently known and available to Blackhawk and are given without prejudice to Blackhawk's
4 right to provide or introduce at trial evidence of any subsequently discovered information.
5 Blackhawk has not completed its investigation of the facts relating to this case, has not
6 completed discovery in this action, and has not completed preparation for any trial that might
7
8 be held. The documents cited herein are a non-exclusive set of documents that Blackhawk may
9 rely upon to support its claims and defenses and are not exhaustive of the documents available
10 in response to this interrogatory. Accordingly, this response is subject to amendment or
11 supplementation by Blackhawk as its investigation and discovery efforts continue. Blackhawk
12 reserves the right to supplement, amend, modify, or alter its responses to this interrogatory.

14 **INTERROGATORY NO. 3:** For EACH type of TECHNOLOGY related to
15 QUICKTICKET V2 that BLACKHAWK has IDENTIFIED or is required to IDENTIFY in
16 response to INTERROGATORY NO. 1, IDENTIFY the type(s) of INTELLECTUAL
17 PROPERTY that the TECHNOLOGY constitutes. For purposes of clarity only,
18 IDENTIFYING "the type(s) of INTELLECTUAL PROPERTY" means specifying which one
19 or more of the following apply to the TECHNOLOGY: patents, patent rights, copyrights, trade
20 secrets, trademarks, trade names, service marks, rights in software, other intellectual property,
21 or applications and right to apply for registration or rights.

24 **ANSWER TO INTERROGATORY NO. 3.**

25 Blackhawk incorporates its objection to the "TECHNOLOGY related to
26 QUICKTICKET V2." Subject to that objection, Blackhawk answers as follows:
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1 Blackhawk's QuickTicket V2 technology, described above in Interrogatory No. 1 and
2 as set forth in Blackhawk's Disclosures, constituted patents, patent rights, applications, and/or
3 the right to apply for registration or rights. In the alternative, QuickTicket V2 constituted trade
4 secrets and/or other intellectual property.

5
6 Blackhawk's response to this interrogatory is based upon the facts and information
7 currently known and available to Blackhawk and are given without prejudice to Blackhawk's
8 right to provide or introduce at trial evidence of any subsequently discovered information.
9 Blackhawk has not completed its investigation of the facts relating to this case, has not
10 completed discovery in this action, and has not completed preparation for any trial that might
11 be held. Accordingly, this response is subject to amendment or supplementation by Blackhawk
12 as its investigation and discovery efforts continue. Blackhawk reserves the right to supplement,
13 amend, modify, or alter its responses to this interrogatory.

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16 **FIRST SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 3.**

17 Blackhawk incorporates its answer and objections above. Subject to these objections,
18 Blackhawk supplements its answer as follows:

19 "Intellectual Property" is defined in the PDA as "any patents, patent rights, copyrights,
20 trade secrets, trademarks, trade names, service marks, rights in software, and all other
21 intellectual property, and all applications and rights to apply for registration or protection
22 rights pertaining thereto." Blackhawk identifies the following types of "Intellectual Property"
23 and "Preexisting Intellectual Property" related to the technology of QuickTicket V2:
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- 26 • Patents:
 - 27 ○ U.S. Patent No. 9,865,135;
 - 28 ○ U.S. Patent No. 10,769,894;

- U.S. Patent No. 11,488,451; and
 - Canada Patent No. 2,855,434.
- Patent Applications:
 - U.S. Patent Application No. 62/104,844;
 - U.S. Patent Application No. 14/679,028;
 - U.S. Patent Application No. 15/833,566;
 - U.S. Patent Application No. 16/280,629;
 - U.S. Patent Application No. 16/589,067;
 - U.S. Patent Application No. 17/019,003;
 - U.S. Patent Application No. 17/519,734;
 - U.S. Patent Application No. 17/581,367;
 - U.S. Patent Application No. 17/859,338; and
 - U.S. Patent Application No. 18/212,126.
- Trade Secrets: Blackhawk’s confidential information including the information in its QuickTicket V2 PowerPoint presentations (BHN000005235 and BHN000017441-17452) and as detailed in Blackhawk’s answers to Linq3’s Interrogatory Nos. 4 and 7, constitute trade secrets in the definition of “Intellectual Property” in the PDA.
- All Other Intellectual Property: Any technology relating to QuickTicket V2 that does not fall under the above categories of patents, patent applications, or trade secrets, constitutes “all other intellectual property” in the definition of “Intellectual Property” in the PDA. Blackhawk incorporates by reference its answer to Interrogatory No. 8.

- The Right to Apply for Registration or Rights: Blackhawk has the right to apply for patent applications that are continuations, continuations in parts, or divisionals relating to any of the above identified Patents or Patent Applications. Blackhawk also has the right to apply for any patent that is related to Blackhawk confidential information under the PDA, including the confidential information concerning the technology of QuickTicket V2.

Blackhawk's response to this interrogatory is based upon the facts and information currently known and available to Blackhawk and are given without prejudice to Blackhawk's right to provide or introduce at trial evidence of any subsequently discovered information. Blackhawk has not completed its investigation of the facts relating to this case, has not completed discovery in this action, and has not completed preparation for any trial that might be held. The documents cited herein are a non-exclusive set of documents that Blackhawk may rely upon to support its claims and defenses and are not exhaustive of the documents available in response to this interrogatory. Accordingly, this response is subject to amendment or supplementation by Blackhawk as its investigation and discovery efforts continue. Blackhawk reserves the right to supplement, amend, modify, or alter its responses to this interrogatory.

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DATED this 26th day of June, 2023.

MESSNER REEVES LLP

By: /s/ Jason F. Hoffman

David A. Selden (AZ Bar No. 07499)
Isaac S. Crum (AZ Bar. No. 026510)
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And

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BAKER & HOSTETLER LLP

Attorneys for Plaintiff Blackhawk Network, Inc.

1 **FOREGOING** served upon the following
2 parties on this 26th day of June, 2023:

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19 /s/ Jason F. Hoffman
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VERIFICATION

I, James S McDonald, state as follows:

1. I am VP, Litigation of Blackhawk Network, Inc., an Arizona corporation, and in that capacity am authorized to execute this Verification on behalf of Blackhawk Network, Inc.

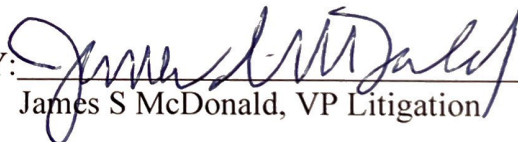
2. Blackhawk Network, Inc is the Plaintiff in the above entitled and numbered cause.

3. I have read the foregoing *Plaintiff's Responses to Defendant SL Card Company, Inc. 's First Set of Nonuniform Interrogatories to Blackhawk Network, Inc.*

4. I know the contents thereof; that the same are true to the best of my knowledge, except for those matters therein stated upon information and belief, and as to those matters I believe them to be true.

EXECUTED this 26th day of June, 2023.

BLACKHAWK NETWORK, INC.

BY: 
James S McDonald, VP Litigation