

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

BRODTI INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 24-173-JCB
	)	
GOOGLE LLC,	)	
	)	
Defendant.	)	
	)	

PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION TO DISMISS

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I. NATURE AND STAGE OF THE PROCEEDINGS

This is an action for infringement of U.S. Patent No. 11,416,898 (the “’898 Patent”). Plaintiff BrodTi Inc. (“BrodTi”) filed its Amended Complaint on September 13, 2024. (D.I. 19). Defendant Google LLC (“Google”) filed a Rule 12 motion to dismiss, to which BrodTi responds with this brief. (D.I. 22, 23). Also pending is Google’s motion to transfer. (D.I. 25, 26).

II. INTRODUCTION AND SUMMARY OF THE ARGUMENT

Google is itself a prolific patent filer in the computer-based advertising field. Now it argues that a patent in that same field is not eligible for patenting. Google moves on the pleadings for this Court to invalidate BrodTi’s patent as lacking subject matter eligibility under 35 U.S.C. § 101. Google surprisingly makes the bold claim that BrodTi’s patent seeks to preempt the “building blocks of human ingenuity.” (D.I. 23, at 2).

Google’s Section 101 attacks misfire. The claims of BrodTi’s ’898 Patent are directed to a concrete and specific technology platform an advertiser might use to create and manage a computer-based advertising campaign, replete with improvements that make it not just unconventional, but paradigm-shifting. These include enabling ad-buys for placing ad content “within” (*i.e.*, not just around) regular content, and establishing a content-owner revenue share (with specific instructions “how”). The claims are therefore directed to concrete, non-abstract changes to an advertising technology platform that permit businesses to obtain funds directly from advertisers who have used the platform to place ads within owned content. As well-pleaded allegations in the Amended Complaint indicate, this improves prior conventional technology platforms. In the past, such platforms conventionally allowed ad placements outside of regular content, and conventionally stored payment records tied solely to the website/publisher (not the content owner). Google’s own YouTube Partner Program, a platform launched in 2007 (after the

priority date of the claimed invention) to share ad revenue with web property content owners, was described as “a novel and groundbreaking concept.”¹

Google cites no authority (whether from the Federal Circuit or elsewhere) holding any patent ineligible under Section 101 that claims improvements to a computerized ad campaign configuration and management platform. Google’s “advertising” cases miss the mark. They generally relate to patents directed to instances of ad delivery, not campaign configuration technology platforms, and lack the paradigm-shifting quality of the claim limitations at bar.

Google also misunderstands the claimed invention. Nothing in the claims suggests they are limited to a “web property content owner” entering a “sales transaction” with someone trying to place ad content. But Google urges the following expression of the alleged “abstract idea:”

“brokering a sales transaction between an online advertiser (the ‘client’) and a third-party content owner (the ‘web property content owner’), the latter sharing in the advertising revenue from the advertiser.” (D.I. 23, at 9).

But, the “web property content owner,” under the actual language of the claims, need not participate in the ad buy transaction to receive its revenue share. Google’s motion is flawed from the start, as based on a false understanding of the claimed invention.

Google also presents a moving target. Its prior version of the so-called “abstract idea” of the claims noted the sales transaction is with a “publisher,” but then went on to make a different error, to assume the publisher is always the content owner:

“brokering a sales transaction between an online advertiser (the ‘client’) and a publisher (the ‘web property content owner’) on whose website the broker displays the client’s ads (i.e., provides ‘impressions’). (D.I. 10, at 10).

¹ *YouTube Partner Program (YPP) Has Changed the Game for Monetizing Shorts*, VIDCHOPS, <https://vidchops.com/youtube-partner-program-ypp-has-changed-the-game-for-monetizing-shorts/> (last accessed Nov. 5, 2024).

Google cannot keep its story straight. Error-ridden or not, Google’s “shifting sands” and “moving target” contentions show that it cannot prove its ineligibility defense. *See F45 Training Pty Ltd. v. Body Fit Training USA Inc.*, No. 20-1194-LPS, 2021 U.S. Dist. LEXIS 124597, *21 (D. Del. July 2, 2021) (Stark, J.) (“Moreover, the shifting in articulation of the purported abstract idea itself casts doubt on whether the claim, as a matter of law, truly is directed to an abstract idea.”).

Google also challenges the indirect and willful infringement allegations, arguing the scienter allegations are insufficient. But these allegations pass muster. This Court’s cases confirm that the Amended Complaint may plausibly make scienter allegations based on the original Complaint and related communications. The Court should deny Google’s motion in its entirety.

III. STATEMENT OF FACTS

The ’898 Patent is directed to a method (claim 1), computer program (claim 10) and system (claim 19) that bring improvements over prior art internet advertising technology platforms used to build and manage ad campaigns. It is the second patent to issue in its family, as a continuation of U.S. Patent No. 10,325,290. While the parent patent has claims more broadly directed to funding a project, the ’898 Patent claims a narrower aspect of this disclosure: setting up a database repository to track advertising revenue share to be delivered to a “web property content owner.” The ’898 Patent also, unlike the parent, claims placement of advertisements “within” web property content. The broader parent patent overcame a Section 101 rejection after arguments that taught the examiner the inventive concept behind the claims of that application.²

² It is not clear what Google hopes to accomplish by pointing out in its brief that the written description of the ’898 Patent includes embodiments that broadly describe funding a project—such as a business project. (D.I. 23, at 3-4). Nor is it clear why Google argues so strenuously the mixed results of Section 101 examination obtained for certain differently-written claims in the patent family (some passed, some did not), which all had “project funding” language (not present here), and all of which lacked placement of advertisements “within” web content, or a repository for ad revenue to go to the owner of such content. (*Id.*). The Court must analyze Section 101 issues based on the claims here, not those of other patents or applications.

(See D.I. 23, at 6). Then later, the '898 Patent passed the same rigorous examination over Section 101 standards without receiving a rejection on that ground.³ (*Id.*).

The specification reveals that the focus of the claimed advance was on improvements to what the patent called “server system 18.” (Ex. A, 3:46-60; Ex. B, ¶¶ 18, 21, 24). That server was internet-connected, and included a web server 18a, a database server 18b, and an advertising server 18c. The advertising server 18 was “programmed to regulate the advertisements to be seen by the users,” with server 18c “programmed to run the ads based on predetermined impressions [and] length of contract with the advertiser.” (Ex. A, 3:51-60; Ex. B, ¶ 18).

The invention brought about results never contemplated before, including placement of ads “within” a content owner’s media, in a way that allows direct ad funding from advertiser to content owner. (Ex. A., claims 1, 10 and 19, including the “populating,” “generating” and “electronically collecting” limitations; Ex. B, ¶¶ 20-21, 26). This improvement did more than increase speed by computerization of human activities (condemned as insufficient in many of Google’s cases). It changed the ad paradigm entirely, solving the problem of technology platforms that failed to allow options for advertisers to fund content owners, and failed to allow advertisers the privilege of ad placement “within” regular content. And the claims specify “how.” Namely, the invention generates on a database a repository for ad revenue based on an advertiser’s buy option selection. (Ex. A, claims 1, 10 and 19, “obtaining” and “generating” limitations; Ex. B, ¶ 18). And, during management of provision of ads to users, the invention counts the number of valid impressions based on an impression tracking system, so that once the

³ Google incorrectly argues that the claims received no Section 101 scrutiny during examination. (D.I. 23, at 6). It is actually the opposite. Examiners are presumed to have done their job, including testing application claims against Section 101 standards. That there was no Section 101 rejection means that, after such scrutiny, the claims clearly passed muster.

purchased number is met, it ceases ad serving to collect the revenue share to be transmitted to the web property content owner. (Ex. A, “ceasing” and “electronically collecting” limitations; Ex. B, ¶ 18).

The specification also distinguished two key concepts from one another: “media property” on the one hand, and “media property site” (*i.e.*, website) on the other. (Ex. A, 6:11-15). With respect to “media property,” the specification explains that an owner of such content may create a demographic of individuals who are a target audience for advertisers. (*Id.* at 8:37-52). In response, advertisers may initiate a “media buy” to place the advertisements “on a screen of the media project.” (*Id.* at 5:22-37). An “ad counter” is used during ad serving, which could use various technological means, including “server-side” or “client-side” technologies. (*Id.* at 5:50-6:10). Once the threshold number of counted people has been reached with an ad, the media buy is considered complete and the money the advertiser paid for the media buy is transferred to the fund, which may be a bank account belonging to the owner of the media property. (*Id.* at 5:38-45, 7:5-13).

This improvement was concrete, not abstract, and contained significant inventive concepts. As the Amended Complaint explains, with allegations that must be accepted as true at the pleading stage, and validated by expert testimony of Ivan Zatkovich, internet-based ad impressions and ad campaign building systems are a technology area, not an area of solely human activity. (D.I. 19, ¶ 21; Ex. B, ¶ 24). The claims of the ’898 Patent are directed to a technology platform for advertising campaigns permitting advertisers to build internet advertising campaigns in a way that puts ad creatives within the web property content on a publisher’s site, and reserves and allocates at least part of the ad spend to content owners, as opposed to publishers alone. (D.I. 19, ¶ 22; Ex. B, ¶ 24). This was a doubly-revolutionary

paradigm of how systems deploy ad creatives and allocate their beneficial results, constituting an improvement in a preexisting technological field, not an abstract idea. (D.I. 19, ¶ 22; Ex. B, ¶ 24).

This was because, in conventional practice in prior art internet-based ad impressions systems, before the 2004 and 2005 priority dates of the '898 Patent, an “advertiser” would purchase a “campaign” that was intended to use an ad creative. The ad creative for such campaigns was deemed separate from (and not for joining with) the ultimate web content of the publisher who would host the ad creative. (D.I. 19, ¶ 23). For example, a pre-2005 banner ad (an image that might include an HTTP address as metadata) could serve as an ad creative. A pre-2005 banner ad was conventionally understood to go solely on reserved areas of a publisher’s webpage. This could include the top-of-page, bottom-of-page, page-sides, or any other area for the ad creative that was previously reserved as the proper “real estate” for such ad and was external to any regular content. (D.I. 19, ¶ 24; Ex. B, ¶¶ 5, 9-10, 12).

In 2005 and earlier, building an internet advertising campaign would conventionally involve use of a server-based portal for uploading the ad creative during the process of campaign construction. A user on a web browser, typically a marketing professional, would fill in fields of a record that would constitute the campaign on a special web page provided by the portal. Such fields would include start and stop dates, budgets, and (if auction-based) the acceptable high and low bids per unit (whether impressions, clicks or conversions) permitted for drawing down campaign budgets. Such portals would also allow the advertiser to specify the type of ad creative to be deployed (*e.g.*, a top-of-page rectangular banner of particular dimension or aspect ratio). (D.I. 19, ¶ 25).

In 2005 and earlier, ad campaign portals did not permit campaigns intended to inject ad creatives on/within the media property itself (*e.g.*, joining inside the pre-existing text on a publisher's site, or interrupting video play of a publisher's video with the ad creative). (D.I. 19, ¶ 26; Ex. B, ¶¶ 20-21). In 2005 and earlier, web publishers did not conventionally permit content owners to participate in a revenue share for advertising. More particularly, impression-based internet ad revenue belonged to the website-owner / "publisher" alone (in contrast to the content owner of material uploaded to such sites), and ad campaign portals made no technical accommodation for distributing a revenue share to web property content owners. (D.I. 19, ¶ 27; Ex. B., ¶ 18). It would have been unconventional, non-routine, and not widely understood, in campaigns in 2005 and earlier, for technology platforms to contemplate ad creatives "on" / "within" a publisher's media property. (D.I. 19, ¶¶ 28, 29; Ex. B, ¶ 26).

Also in 2005 and earlier, it would have been unconventional, non-routine, and not widely understood, to deploy technologies that would allocate, reserve, collect and/or transmit a revenue share of internet ad revenue to a web property content owner (as opposed to the publisher itself who hosts such content). (D.I. 19, ¶ 30; Ex. B., ¶ 28). All claims of the '898 Patent require an internet advertising system to use technical means to collect and/or transmit a revenue share of internet ad revenue to a web property content owner (as opposed to the publisher itself who hosts such content). This limitation was unconventional, non-routine, and not widely understood. (D.I. 19, ¶ 31; Ex. B, ¶ 28).

At the pleading stage, especially in view of Mr. Zatkovich's expert analysis and opinion, these facts must be taken as true. Corroborating all of this, USPTO examination confirmed that the ordered combination of claims of the '898 Patent was unconventional, non-routine, and not widely understood. (D.I. 19, ¶ 32). During prosecution of the '898 Patent, in a Notice of

Allowance dated July 5, 2022, after describing prior art search results, the examiner made observations about what was lacking in the prior art with respect to language in each independent patent claim. (*Id.* ¶ 33). The ordered combination of claim limitations within claim language quoted by the examiner was neither routine, conventional nor well understood, since it was completely missing from, and not disclosed in, prior art located by the examiner. (*Id.* ¶¶ 34, 35; Ex. B, ¶ 30).

USPTO examiners had searched prior art on three separate occasions. The examiners conducted searches on December 7, 2021, March 7, 2022 and May 23, 2022. The examiners searched three cooperative patent classifications (CPC's): G06Q30/0273, G06Q30/02 and G06Q30/02-0277. (D.I. 19, ¶ 38). If any aspect of the claims or their ordered combination were routine, conventional or well-understood, the Patent Office examiners' searches would have unearthed multiple items of prior art disclosing such aspects, within such CPC categories. That this did not happen confirms that the '898 Patent claims have "something more" than any expression of a so-called abstract idea, and contain at least one inventive concept sufficient to make them eligible for patenting. (D.I. 19, ¶ 39).

The USPTO's Cooperative Patent Classification System, under code G06Q30/0273, is the sub-category "Determination of fees for advertising," and includes technological inventions that have historically received patent protection. A search on the USPTO's Patent Public Search site that includes G06Q30/0273 in the CPC field, conjoined with "Google" in the assignee field, as of this Amended Complaint, yielded 197 results of Google patents and published applications naming that CPC. In other words, Google itself invents and patents in the "determination of fees for advertising" sub-field. (D.I. 19, ¶¶ 40, 41).

IV. LEGAL STANDARDS

Although patent eligibility under Section 101 is a question of law, it is based on underlying facts. *Aatrix Software, Inc. v. Green Shades Software, Inc.*, 882 F.3d 1121, 1126 (Fed. Cir. 2018). Patent eligibility cannot be resolved on a Rule 12(b)(6) motion where, as here, there are “factual allegations that, taken as true, prevent resolving the eligibility question as a matter of law.” *Id.* at 1125. For example, a complaint containing factual allegations that the invention makes an “improvement to the functioning of the computer” or that the “claimed combination [is] not well-understood, routine, or conventional” should survive a Rule 12(b)(6) motion to dismiss under Section 101. *Id.* at 1128.

Patent eligible subject matter includes “any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof.” 35 U.S.C. § 101. The judicial exceptions are for “[l]aws of nature, natural phenomena, and abstract ideas.” *Alice Corp. Pty. v. CLS Bank International*, 573 U.S. 208, 216 (2014). Google only argues the last of these judicial exceptions. The concern underlying Section 101 is that of preemption, the idea that patent law should not tie up “building blocks of human ingenuity.” *Id.*, citing *Mayo Collaborative Servs. v. Prometheus Labs., Inc.*, 566 U.S. 66, 68 (2012).

Under *Alice*, the Supreme Court mandated a two-part test for subject matter eligibility. *Alice*, 573 U.S. at 217-18. The two-part test requires, at Step One, that the Court determine whether the patent is directed to a patent ineligible concept (such as an abstract idea). *Id.* If the patent is directed to an ineligible concept, then, at Step Two, the Court will determine whether elements of the invention, either individually or as an ordered combination, demonstrate an inventive concept, add substance, or transform the abstract idea into a patentable invention. *Id.*

Additionally, an issued patent is “presumed valid.” 35 U.S.C. § 282(a). This presumption extends to subject matter eligibility under Section 101. *See Cellspin Soft, Inc. v. Fitbit, Inc.*, 927

F.3d 1306, 1319 (Fed. Cir. 2019). Any fact supporting a Section 101 ineligibility conclusion “must be proven by clear and convincing evidence.” *Id.*, citing *Berkheimer v. Hewlett-Packard Co.*, 881 F. 3d 1360, 1368 (Fed. Cir. 2018).

Federal Circuit decisions make clear that mere use of a computer as a part of an invention will not render a claim unpatentable under Step One of *Alice*. In *Uniloc USA, Inc. v. LG Electronics USA, Inc.*, for example, the Federal Circuit focused on Step One, stating, “We have routinely held software claims patent eligible under *Alice* step one when they are directed to improvements to the functionality of a computer” 957 F.3d 1303, 1307 (Fed. Cir. 2020). Courts look to the specification to determine the focus of the claimed advance, specifically looking at the problem the inventors were trying to solve and how the invention solves it. *Id.* at 1305; *see also Visual Memory LLC v. NVIDIA Corp.*, 867 F.3d 1253, 1258 (Fed. Cir. 2017) (noting that it is “appropriate to consider the technological improvement embodied in the claims at step one . . . because *Alice* does not ‘broadly hold that all improvements in computer-related technology are inherently abstract’”). Thus, when “the claims focus on specific asserted improvements in computer capabilities,” that forecloses a conclusion that the claims focus “on a process or system that qualifies [as] an abstract idea for which computers are invoked merely as a tool.” *See Uniloc*, 957 F.3d at 1306.

Courts in particular recognize that internet advertising platforms may be patent subject matter eligible. *Rich Media Club LLC v. Duration Media LLC*, 681 F. Supp. 3d 1032 (D. Ariz. 2023); *TNS Media Research LLC v. Tivo Research & Analytics, Inc.*, 223 F. Supp. 3d 168 (S.D.N.Y. 2016).

In *Rich Media Club*, the court confirmed that an “improvement to the technical field of determining when to render an advertisement in a predefined area on a page displaying in a

browser window” was one “necessarily rooted in computer technology in order to overcome a problem unique to computer networks in the context of Internet advertising: ‘verifying whether an online ad entered a part of a web browser window that was viewable to each of the many varied web browser/screen combinations.’” 681 F. Supp. 3d at 1039-40 (citing and applying *DDR Holdings, LLC v. Hotels.com, L.P.*, 773 F.3d 1245, 1257-59 (Fed. Cir. 2014)). Thus, the rubric of “improvements to computer technology” fit a specialized ad serving system that changes how ads are viewed.

In *TNS*, the court found the invention nonabstract where it “seeks to solve a known industry problem: determining the value proposition of an advertising campaign in today’s fragmented digital environment.” 223 F. Supp. 3d at 182. Thus, when technical means are used to solve a problem rooted in a business issue, that does not foreclose patent eligibility.

Types of non-advertising improvements held patent eligible under *Alice* include: generation of a hybrid web page (*DDR Holdings*, 773 F.3d at 1257-59); methods for navigating through 3D electronic spreadsheets (*Data Engine Technologies LLC v. Google LLC*, 906 F.3d 999, 1007-08 (Fed. Cir. 2018)); and an improved user interface that enabled users to more quickly access stored data and programs in small screen electronics (*Core Wireless Licensing S.A.R.L. v. LG Electronics, Inc.*, 880 F.3d 1356, 1359-63 (Fed. Cir. 2018)). *Uniloc*, 957 F.3d at 1307.

Addition of a particular kind of data field that never existed in the art indicates non-abstractness. In *Uniloc*, the Federal Circuit held that claims related to polling in wireless communication systems were eligible under Step One of *Alice*. *Uniloc*, 957 F.3d at 1308. Importantly, the court looked to the specification to determine the focus of the claims, finding that “the invention improve[d] conventional communication systems by including a data field for

polling as part of the inquiry message, thereby allowing primary stations to send inquiry messages and conduct polling simultaneously.” *Id.* at 1306.

Improving a system that already exists somewhat in a field of technology (as is the case in the asserted claims) is not subject to the same analysis as first-time automation of a human-run process. Indeed, in *McRO, Inc. v. Bandai Namco Games Am. Inc.*, the Federal Circuit reiterated that claims can be patent eligible even when at first blush they are automating a human process, where they improve an existing technological process, and even though they are implemented on a computer. 837 F.3d 1299, 1100 (Fed. Cir. 2016) (citing *Alice*, 573 U.S. at 222-23, and *Diamond v. Diehr*, 450 U.S. 175, 178 (1981)). In *McRO*, the claims at issue were directed to a computer-enabled facial synchronization for animation that previously could only be produced by human animators. 837 F.3d at 1101. But the Federal Circuit found the subject matter patent eligible, since “[w]hen looked at as a whole, [the claim] is directed to a patentable, technological improvement over the existing, manual 3-D animation techniques.” *Id.* at 1103 (citations omitted); *see also Enfish, LLC v. Microsoft Corp.*, 822 F.3d 1327, 1335-39 (Fed. Cir. 2016).

V. STEP ONE: THE CLAIMS ARE DIRECTED TO A TECHNOLOGICAL IMPROVEMENT IN ONLINE ADVERTISING CAMPAIGN PLATFORMS, NOT AN ABSTRACT IDEA

Here, Google invites error by overgeneralizing the claims, flouting the Federal Circuit’s warnings not to do so. *See Enfish* 822 F.3d at 1337 (“describing the claims at such a high level of abstraction and untethered from the language of the claims all but ensures that the exceptions to § 101 swallow the rule”); *TNS*, 223 F. Supp. 3d at 182 (“It is, of course, possible for a court to reduce the method to an abstract description of, for example, ‘collecting viewing and purchasing data to analyze the utility of an advertising campaign.’ Indeed, virtually any invention can be reduced to a concept.”). Google reduces the claim to “brokering the sale of advertising space.”

(D.I. 23, at 9). This recharacterization untethers itself from the actual claim language, and completely misses the point of the invention.

A. The Focus of the Claims is Novel Technology to Improve Pre-existing Ad-Campaign Creation and Management Platforms Through Placement of Advertising “Within” Web Property Content, With a Revenue Share to the Content Owner, Regardless of Any Share to the Website Publisher

Google’s main refrain under Alice Step One is that the claims merely use computers as a tool to perform an entirely functional process. (D.I. 23, at 9). Google only makes such an attack because it has overgeneralized the claims. They are not merely claims directed to brokering a sales transaction between an online advertiser and a third-party content owner. This contention is untethered from what the claims actually say—no sales transaction including the content owner is implied as a limitation. In fact, based on the focus of the claimed advance discussed above, the claims actually solve the problem of technology platforms that failed to allow options for advertisers to fund content owners, and emplace their advertisements “within” third-party owned media (whose owner might not be the website/publisher at whose address the ads are seen). (Ex. B., ¶ 24). This is a concrete re-ordering of how advertising technology platforms work. It is a fundamental reboot of the pre-existing paradigm.

Google feigns ignorance about the claims explaining “how” they bring about such computer improvements. (D.I. 23, at 10-11, arguing that *DDR* rubric is unavailable to BrodTl unless the “how” is in the claims). The “how” is present. In the claims, the invention generates on a database a repository for ad revenue based on an advertiser’s buy option selection. (Ex. A, “obtaining” and “generating” limitations; Ex. B, ¶ 18). And, during management of provision of ads to users, the invention counts the number of valid impressions based on an impression tracking system, and once the purchased number is met, ceases ad serving to collect the revenue share to be transmitted to the web property content owner. (Ex. A, “ceasing” and “electronically

collecting” limitations; Ex. B, ¶ 18). This amply satisfies any query into “how” the web property content owner revenue share is created and managed, if such a query were even relevant. *See Rich Media Club*, 681 F. Supp. 3d at 1039-40 (advertising platform improvement fell under *DDR* rubric of “improvement to computer technology”). Similar to the claims at issue in *TNS*, Google’s declared abstract idea of “brokering a sales transaction” with the content owner sharing in advertising revenue plainly does not embody the claims as a whole. *See* 223 F. Supp. 3d at 182 (noting that “the key question is whether the abstract summary embodies the totality of the invention is all that the invention is—in other words, is the invention nothing more than the abstract concept”).

Using attorney argument alone (not evidence), Google also claims that the internet advertising technology of the ’898 Patent claims recites only a “fundamental economic practice,” performed only on “generic computer components.” (D.I. 23, at 11-13, invoking newspaper “advertorials,” and E.T. eating Reese’s Pieces in the 1982 film). Google stretches too far. The claims recite a revenue share for a “web property content owner,” who by definition could not have pre-dated the internet. Moreover, impression-tracking and campaign-closure upon hitting a numerical threshold was utterly foreign to pre-internet advertisements. The analogies fail in other ways. An “advertorial” next to an editorial does not put the advertorial “within” the editorial; and any suggestion that it was “fundamental” for “the editorial author” to receive a share of advertising revenue would be surprising news to pre-internet editorial writers—since of course it was not. Likewise, the claim limitation “advertising material within web property content” does not read on candy product placement inside a 1982 film. Google’s square-peg-round-hole arguments do not establish that the claims here merely patent a pre-internet fundamental economic process.

B. Google's Caselaw Is Inapposite

To disparage the '898 Patent claims under *Alice* Step One, Google also relies on a string of cases that it says reflects the Federal Circuit holding that claims relating to computer-implemented advertising are focused on abstract ideas. (D.I. 23, at 13, citing five Federal Circuit cases and one C.D. Cal. case affirmed without opinion). Google overgeneralizes. None of these decisions addressed eligibility for a technology platform that lets advertisers create and manage their campaigns.

Google's champion case involved claims that just made passing reference to advertisements, *en route* to attempting to claim the abstract idea of using advertisements as currency: "the display of a sponsor message to the consumer." *Ultramercial, Inc. v. Hulu, LLC*, 772 F.3d 709, 712 (Fed. Cir. 2014). All of the others earned Federal Circuit scorn for trying to patent the display aspect of ad targeting, without any reference whatsoever to computerized platforms that help create and manage campaigns, or (more to the point) improvements on such platforms.⁴ And the caselaw is not so one sided as Google contends. Claims often pass muster even when related to ad display or post-display analytics. *Rich Media Club*, 681 F. Supp. 3d at 1035-36 (display); *TNS*, 223 F. Supp. 3d at 175 (post-display analysis of clickstream data and

⁴ Claims in the cited cases related to the display aspect, not the campaign creation or management aspect. *See Chewy, Inc. v. IBM*, 94 F.4th 1354, 1364 (Fed. Cir. 2024) ("identifying" and "correlating" "at least one advertisement"); *Free Stream Media Corp. v. Alphonso Inc.*, 996 F.3d 1355, 1359 (Fed. Cir. 2021) (using relevancy factor to select advertisements for a user); *Customedia Techs., LLC v. Dish Network Corp.*, 951 F.3d 1359, 1363 (Fed. Cir. 2020) ("delivery of . . . specifically identified advertising data"); *Bridge & Post, Inc. v. Verizon Commc'ns, Inc.*, 778 F. App'x 882, 884 (Fed. Cir. 1999) ("deliver targeted media, such as advertisements"); *Morsa v. Facebook, Inc.*, 77 F. Supp. 3d 1007, (C.D. Cal. 2014) ("arranging the advertisement(s) into said advertising presentation"), *aff'd* 622 F. App'x 915 (Fed. Cir. 2015). Though ad display is a small part of the '898 Patent claims, it is not the focus of the claimed advance.

advertising data). *Rich Media Club* in particular held claims eligible that (like here) changed the way the computerized ad display would happen to the consumer. 681 F. Supp. 3d at 1039-40.

Google also unsuccessfully seeks to distinguish *McRO*, *Enfish* and *DDR*. But it cannot. Just as in those decisions, the claims here are not directed to an abstract idea. Like *McRO*, novel rules govern how the invention works (*i.e.*, requiring a revenue share set-aside for a completely new participant—the “web property content owner” regardless of whether that is the same as the publisher). Like *Enfish*, when assessing the focus of the claimed advance, it is for something non-abstract that offers a new model that deviates from older models (here, including content owners in ad revenue shares regardless of whether the same as the publisher, and allowing ad injection “within” that owner’s web property content). And like *DDR*, “[a]lthough the claims address a business challenge, . . . it is a challenge particular to the Internet,” 773 F.3d at 1257, which here is how to use an ad campaign and management platform to provide a web property content owner (who is not necessarily a publisher) with a share of advertising revenue, while giving advertisers the opportunity to inject material “within” the owned web property content.

Google has not shown that the claims are directed to an abstract idea. The ideas are concrete. And they improve a pre-existing computerized technology area.

VI. STEP TWO: THE CLAIMS HAVE AN “INVENTIVE CONCEPT” THAT IS “SOMETHING MORE” THAN ANY EXPRESSION OF AN ABSTRACT IDEA; WELL-PLEADED ALLEGATIONS TO THAT EFFECT MUST BE ACCEPTED AS TRUE AT THIS STAGE

Even if this Court holds that the Asserted Claims are directed to an abstract idea under Step One of *Alice*, this merely triggers analysis under Step Two. At Step Two, the Court considers whether the claimed elements, individually and as an ordered combination, recite an inventive concept over the particular articulation of the abstract idea used as a baseline. *See, e.g., Cellspin* 927 F.3d at 1316 (citing *Alice*, 573 U.S. at 217). In other words, at the second step, the

declared abstractness provides a baseline for the analysis. *See Cosmokey Sols. GMBH & Co. KG v. Duo Sec. LLC*, 15 F.4th 1091, 1097 (Fed. Cir. 2021). There is a logical sliding scale within this legal framework: the broader the expression of the abstract idea, the more claim limitations other than that abstract idea come available for demonstrating unconventionality.

Google argues that the claims are directed to the broad idea of “brokering a sales transaction between an online advertiser and a third-party content owner.” (D.I. 23, at 9). But Google lost sight of the principle that anything extra in the claims counts in the Step Two analysis. *Cosmokey*, 15 F.4th at 1097. An inventive concept at Step Two will exist when the claims recite more than an application of the identified abstract idea using conventional techniques. *Cellspin* 927 F.3d at 1316, citing *BSG Tech. LLC v. Buyseasons, Inc.*, 899 F.3d 1281, 1290-91 (Fed. Cir. 2018). The challenger bears the burden to show that the claims as an ordered combination were routine, conventional, and well understood. *Berkheimer*, 881 F. 3d at 1369 (the “mere fact” that a piece of prior art discloses something does not suffice). Google’s cavalier treatment of the claims at Step One should all but guarantee (on the facts of this case) the fact of patent eligibility at Step Two.

Google merely repeats its refrain (not backed by evidence) that the claims apply the “brokering” concept using “generic hardware and conventional computing steps.” (D.I. 23, at 15). Google claims it “need not come forward with *prior art* disclosing the alleged invention,” D.I. 23, at 16 (emphasis Google’s), which is technically true, because Google needs to come forward with evidence on something other than the “alleged invention:” *i.e.*, that the claim limitations apart from the abstract idea, considered both separately and in their ordered combination, were routine, conventional and well-understood.

Google cannot meet its clear and convincing burden, and certainly does not do so on the pleadings. As the allegations and Mr. Zatkovich's expert analysis reveal, it was unconventional within an ad campaign and management technology platform (and Google offers no evidence otherwise) to devote a database field to an ad revenue share for a web property content owner. (Ex. B, ¶¶ 18, 28). It was unconventional (and Google offers no evidence otherwise) to give an advertiser, in parallel with this revenue share, the privilege of placing advertisement materials within web property content (as opposed to alongside it). (Ex. B, ¶¶ 20-21, 26). Google derides these revolutionary new aspects of the claimed technology as "nothing more than abstract ideas in their own right," (D.I. 23, at 16), but this is conclusory attorney argument untethered to reality. A new database repository that has never before been used in an application, and that revolutionizes an industry, is not an abstract idea. *Uniloc*, 957 F.3d at 1306-08 (new data field that brings improvements not an abstract idea). Likewise, new ad display paradigms are non-abstract. *Rich Media Club*, 681 F. Supp. 3d at 1035-36.⁵

For the foregoing reasons, Google's *Alice* challenge fails, certainly when based on the pleadings using attorney argument instead of evidence, under both of *Alice* Steps One and Two.

⁵ Google cites *Trinity Info Media, LLC v. Covalent, Inc.*, 72 F.4th 1355, 1362 (Fed. Cir. 2023) to urge this Court to ignore BrodTi's Step Two pleading allegations as "conclusory." *Trinity* is distinguishable on several grounds, and Google's attempt to overextend its holding runs headlong into the earlier, controlling, *Aatrix* and *Berkheimer* decisions. The complaint there did not (unlike here) explain the details of conventional prior art technology, and thus did not breathe context into allegations of what was revolutionary in the invention and why. *Id.* at 1365-66. But as shown in the Statement of Facts, BrodTi does. And, whereas the present case directly includes allegations that features were not "routine, conventional or well-understood," in *Trinity*, the allegations only went so far as to say the "prior art did not include" certain features. *Id.* at 1366. Meanwhile, the identified features were so conventional (e.g., mobile phones that swipe) that the Federal Circuit was able to point to the patent specification acknowledging that fact. *Id.* at 1367. Nor did *Trinity* involve expert confirmation of the unconventionality. Since the pleading allegations here are not conclusory, and they establish a full-fledged inventive concept even assuming Google's expression of the abstract idea, Google's motion fails for that reason as well.

VII. DEPENDENT CLAIMS DEEPEN THE ELIGIBILITY CONCLUSION

Google’s claim that dependent claims only add “trivial variations” to the independent claims, like the rest of its briefing, is based solely on attorney argument and not evidence. (D.I. 23, at 17). It is also untrue. While claims 1, 10 and 19 should be considered together, other claims require independent assessment (which Google does not provide) if independent claims should be deemed patent ineligible. BrodTi does not concede that the independent claims are “representative.” See *Berkheimer*, 881 F.3d at 1365 (absent such concession, dependent claims must be considered on the merits).

Claims 2 and 11 require certain types of ad materials unique to internet ads, deepening the invention’s connection to improvements in how computers function. Claims 3-7, 9, 12-16 and 18 require certain additional narrow limitations on the database repository, and/or additional contents of “the data” sent in a client message and its connection to a “project.” There is nothing abstract or conventional about such limitations. And claims 8, 17 and 20 require in-campaign requests and responses for increasing the number of campaign impressions, again neither abstract nor conventional. Google evades not just providing evidence, but even argument, to conduct a Step One / Step Two analysis, and its motion fails on these grounds as well.

VIII. THE AMENDED COMPLAINT MOOTS ARGUMENTS FOR DISMISSING INDIRECT AND WILLFUL INFRINGEMENT CLAIMS, AT LEAST BASED ON RECEIPT OF THE PRIOR COMPLAINT

Finally, a decision earlier this year adopted the approach followed in “most of the cases in the district concluding that notice from a complaint is sufficient for indirect and willfulness claims when an original complaint is superseded by an amended complaint.” *Staton Techiya, LLC v. Harman Int’l Indus.*, No. 1:23-cv-00802-JCG, 2024 U.S. Dist. LEXIS 90012, *18-20 (D. Del. May 20, 2024) (analyzing cases). Google offers no reason to eschew the majority of decisions in this district. The Amended Complaint indeed alleges requisite knowledge and intent

stemming from at least that event. (D.I. 19 ¶ 65). Therefore the Court should deny Google's motion to dismiss the indirect and willful infringement claims based on lack of pleaded scienter.

Finally, Google contends that BrodTi did not adequately plead contributory infringement under 35 U.S.C. § 271(c). But it cites no authority that requires the additional detailed allegations it contends are lacking. (D.I. 23, at 19, quoting statutory section at length). Indeed, BrodTi alleged "contributory" infringement in three paragraphs already. (D.I. 19, ¶¶ 49, 59, 63). Google is on notice to defend the contributory infringement allegations, and its very argument shows deep knowledge of the aspects of contributory infringement that BrodTi will seek to discover and prove at trial. Google does not adequately support that more detail was required under Fed. R. Civ. P. 8, which only requires notice pleading for § 271(c) contributory infringement assertions.

IX. CONCLUSION

For the foregoing reasons, Google's motion to dismiss the Amended Complaint lacks merit. The Court should deny the motion. At minimum, if the Court finds curable flaws within it, the Court should grant BrodTi leave to amend.

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Dated: November 8, 2024

Exhibit A



US011416898B2

(12) **United States Patent**
DeTitta

(10) **Patent No.:** **US 11,416,898 B2**

(45) **Date of Patent:** ***Aug. 16, 2022**

(54) **METHODS, SYSTEMS, AND APPARATUS
FOR FINANCING PROJECTS**

OTHER PUBLICATIONS

Online fund-raising malls :fund raising goes high-tech; Raddatz, Dick; Fund Raising Management ;Jun. 2000; 31, 4;p. 12Jun. 2000. (Year: 2000).*

(Continued)

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(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 676 days.

This patent is subject to a terminal disclaimer.

Primary Examiner — Raquel Alvarez

(21) Appl. No.: **16/422,106**

(22) Filed: **May 24, 2019**

(65) **Prior Publication Data**

US 2019/0279259 A1 Sep. 12, 2019

Related U.S. Application Data

(63) Continuation of application No. 14/015,604, filed on Aug. 30, 2013, now Pat. No. 10,325,290, which is a (Continued)

(51) **Int. Cl.**

G06Q 30/00 (2012.01)

G06Q 30/02 (2012.01)

(52) **U.S. Cl.**

CPC **G06Q 30/0273** (2013.01); **G06Q 30/02** (2013.01)

(58) **Field of Classification Search**

CPC **G06Q 30/0273**; **G06Q 30/02-0277**
See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

2002/0049816 A1 * 4/2002 Costin, IV **G06Q 30/0601**
705/26.1

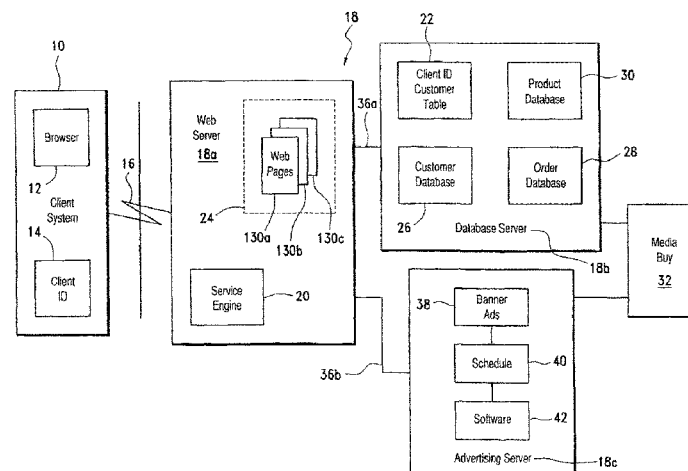
FOREIGN PATENT DOCUMENTS

WO WO-2016118843 A1 * 7/2016 **G06Q 30/0201**

(57) **ABSTRACT**

A method of producing and financing a predetermined project is disclosed. In an embodiment, the method comprises the steps of selecting a project and developing a budget for the project, and developing a marketing plan which is comprised of a plurality of advertising buys, each of the plurality of advertising buys being targeted toward a corresponding one of a plurality of advertisers. Further, there is a set of advertising materials that are targeted toward a corresponding one of the plurality of advertisers. The subject matter of the selected project relates to the interests of at least one of the plurality of advertisers, the cost of developing the marketing plan and the set of advertising materials not exceeding the developed budget. The next step presents to at least one of the plurality of advertisers the cost of the budget and the advertising material of at least one of the plurality of advertising buys, each of the plurality of advertising buys may require a predetermined number of impressions to be completed. Further, if the at least one advertising buyer purchases the at least one advertising buy, the advertising materials are produced and placed on a media property. For at least one of the plurality of advertising buys, the number of impressions to which at least one user is exposed on the on media property are counted, thereby completing the one advertising buy when the counted number of impressions equals its buy's predetermined number of impressions. Finally, the revenue from the completed advertising buy is collected and the selected revenue produced by the completed advertising buy is placed into a media production fund.

20 Claims, 2 Drawing Sheets



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Related U.S. Application Data

continuation-in-part of application No. 11/274,706,
filed on Nov. 14, 2005, now abandoned.

- (60) Provisional application No. 60/626,933, filed on Nov.
12, 2004.

(56) **References Cited**

OTHER PUBLICATIONS

Kaplan, K. (Aug. 28, 2000) Monday Business; republicans work for
change with E-commerce site; web: RepublicanShopping.com takes
political fund-raising into new territory by offering goods online and
getting a cut of profit. : Home edition. Los Angeles Times. (Year:
2000).*

ZDNet donates \$1 million dollars in advertising availabilities to
benefit tomorrows children fund. (Dec. 22, 1999) PR Newswire.*

* cited by examiner

U.S. Patent

Aug. 16, 2022

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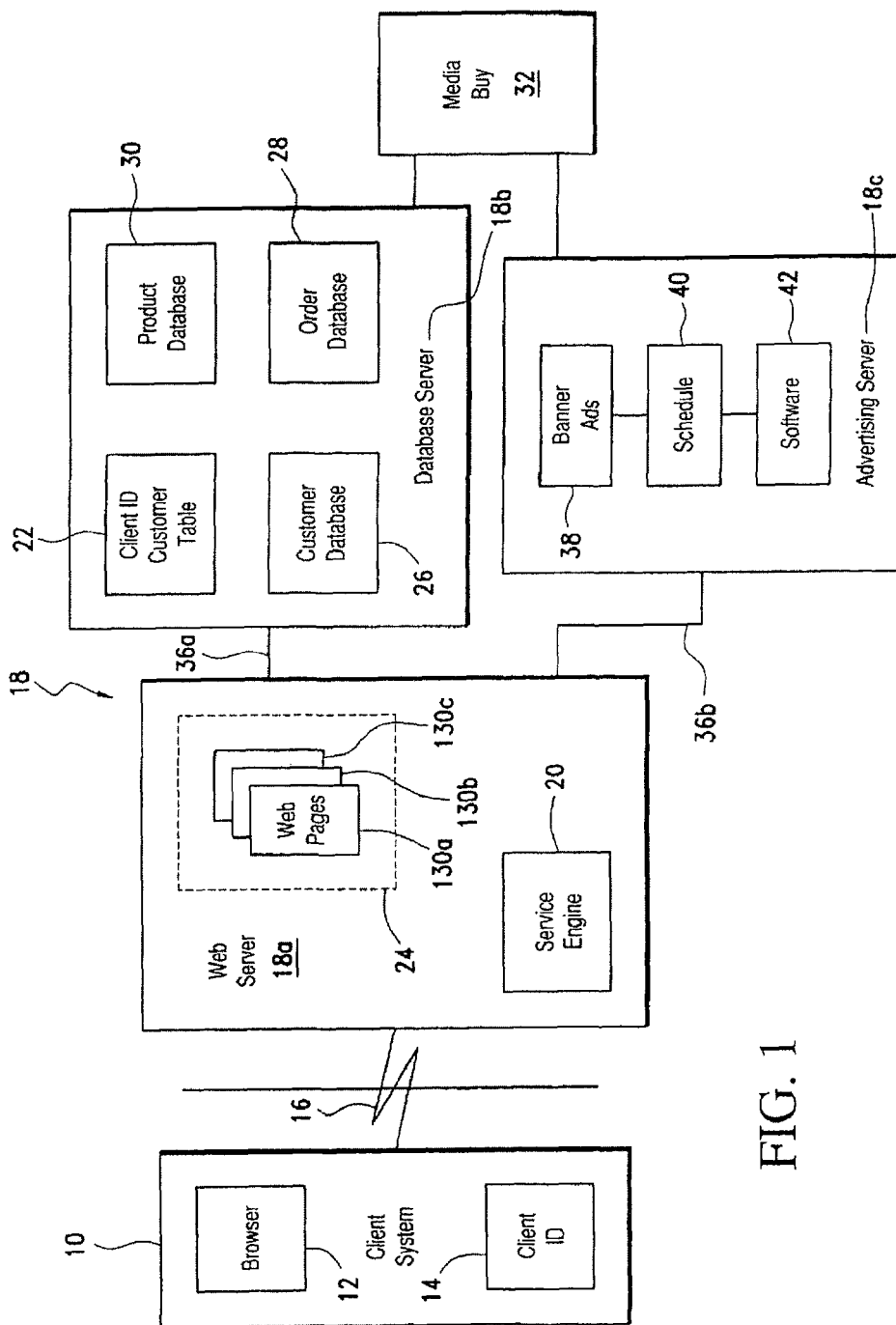


FIG. 1

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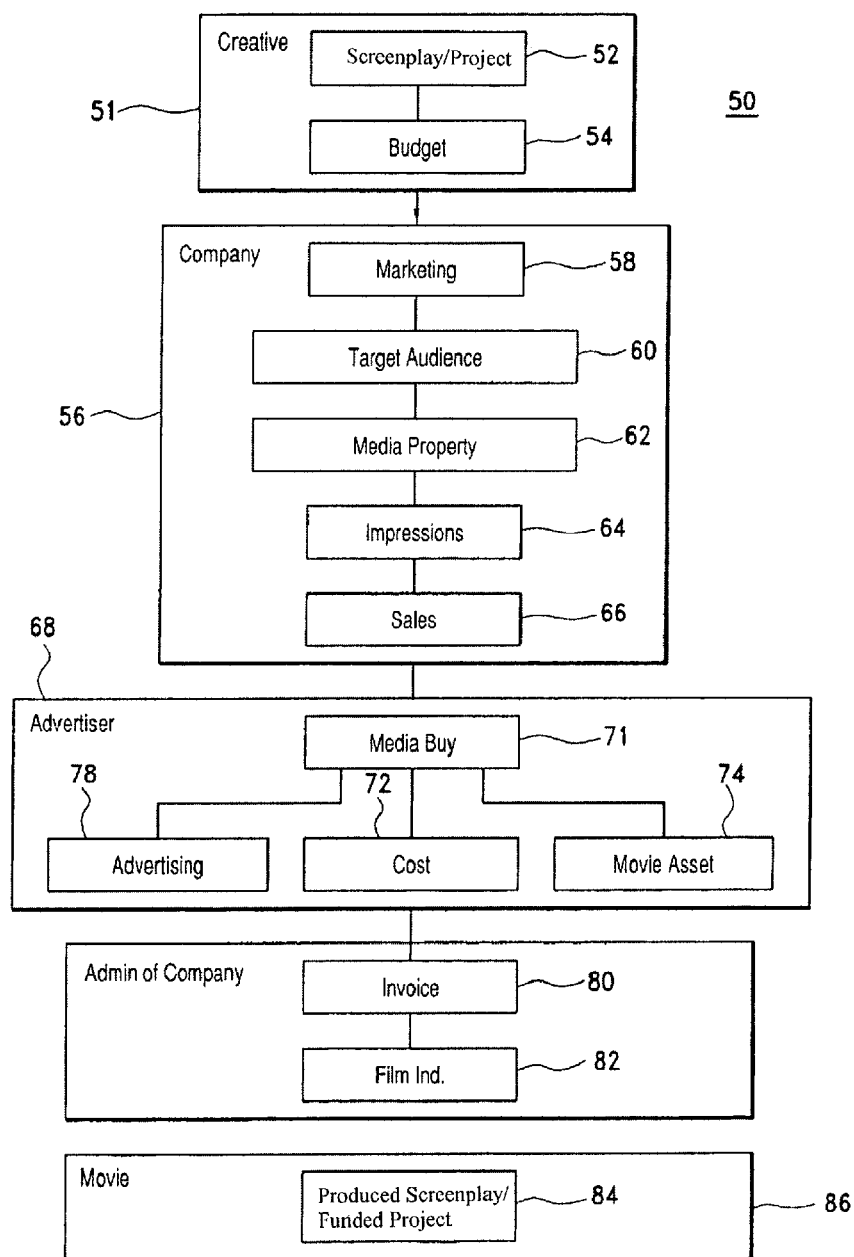


FIG. 2

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**METHODS, SYSTEMS, AND APPARATUS
FOR FINANCING PROJECTS****CROSS-REFERENCE TO RELATED
APPLICATION**

This application is a continuation of U.S. application Ser. No. 14/015,604, filed Aug. 30, 2013, titled "Methods, Systems, and Apparatus for Financing Projects", which is incorporated by referenced herein in its entirety, which is a continuation in part of U.S. application Ser. No. 11/274,706, filed Nov. 14, 2005, titled "Method and Apparatus for Producing and Financing Media Productions", which is incorporated by reference herein in its entirety, and which claims the benefit of priority of U.S. Provisional Application No. 60/626,933, filed Nov. 12, 2004, titled "AdFilmTies Film Financing Process", which is incorporated by reference herein in its entirety.

FIELD OF THE INVENTION

The present invention relates generally to media financing and more specifically it relates to such a process that allows advertisers to finance media productions through advertising media buys while eliminating the risk of normal event financing speculative investment. Besides media productions, other projects that may be financed using the present invention include non-profit related project, a business related project, a cause-related project, a real-estate related project and an art related project.

BACKGROUND OF THE INVENTION

There are many instances in today's marketplace of having to raise money to fund a desired project. Such projects may be in the form of various new business projects and ventures including, but not limited to, non-profit projects, cause-related projects, real-estate projects and projects related to the arts. Historically people needing to raise money for such projects have had to turn to using personal funds, charitable contributions of others, government grants, bank and other third party loans and investors which expect a return on their investment. Due to the limited pool of grant money, the number of prospective donors having cash available and the uncertainty of the ultimate success of many of these projects which may deter the banks and investors, fund raising is notoriously difficult.

With the continuing popularity and use of social media for business purposes, there has developed new types of fund raising mediums such as "crowd funding", for example, which allows projects to be listed on a crowd funding internet site such as "Kickstarter.com". In this methodology, anyone with an internet connection can donate their money to the project of their choice. As stated in Wikipedia (http://en.wikipedia.org/wiki/Crowd_funding#Pros_and_cons):

"Crowdfunding (alternately crowd financing, equity crowdfunding, crowd-sourced fundraising) is the collective effort of individuals who network and pool their money, usually via the Internet, to support efforts initiated by other people or organizations.[1][2] Crowdfunding is used in support of a wide variety of activities, including disaster relief, citizen journalism, support of artists by fans, political campaigns, startup company funding,[3] motion picture promotion,[4] free software development, inventions development, scientific research,[5] and civic projects.", and

"Crowdfunding can also refer to the funding of a company by selling small amounts of equity to many investors.

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This form of crowdfunding has recently received attention from policymakers in the United States with direct mention in the JOBS Act; legislation that allows for a wider pool of small investors with fewer restrictions.[2] While the JOBS Act awaits implementation, hybrid models, such as Mosaic Inc., are using existing securities laws to enable the public in approved states to invest directly in clean energy projects as part of a crowd.", and

"Crowdfunding has its origins in the concept of crowd-sourcing, which is the broader concept of an individual reaching a goal by receiving and leveraging small contributions from many parties. Crowdfunding is the application of this concept to the collection of funds through small contributions from many parties in order to finance a particular project or venture."

Since this is such a new area of internet commerce, as noted by Wikipedia, legislation is still developing in this area in an attempt to put some controls over the process which may limit the availability of this methodology as a potential funding source for many people.

Furthermore, this methodology relies on people willing to donate their own money to the project which makes it difficult to raise money especially if the project is not emotionally appealing to a large population of potential contributors.

Due to the above described limitations of existing fund raising methodologies, there remains a need for an improved method, system and apparatus for raising funds for projects.

SUMMARY OF THE INVENTION

It is an object of the present invention to provide a project funding method, system and apparatus that will overcome the shortcomings of current methodologies, systems and systems.

It is a further object of the present invention to provide a process for raising funds for a predetermined project which utilizes an advertiser funding model which eliminates the requirement for traditional fund raising systems which rely on charitable contributions of the consumer, expect a return on investment, are limited in availability (e.g., grants), or otherwise have inherent risk associated with the success of the project.

It is yet a further object of the invention to provide a fund raising method, system and apparatus which does not rely on charitable contributions by third parties directly into the fund, yet allows the third party to participate in the building of the desired fund by accessing the media outlets and properties attributed to an advertiser's media buy which is linked to the selected project.

Other objects and advantages of the present invention will become obvious to the reader and it is intended that these objects and advantages are within the scope of the present invention.

The media outlet may be selected from a group comprising a website, newspaper, telephone directory, radio or television, for example.

The project may be selected from a group comprising a non-profit project, a business project, a cause-related project, a real-estate project and an art related project, for example.

In yet another aspect of this invention, the project may be presented to produce added value advertising selected from the group comprising product placement, public relations, branded entertainment or other merchandising and other project related associations all or some of which may be included in the standard media buy.

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In a still further aspect of this invention each of the media properties/advertising materials is selected from a group comprising an internet banner advertisement, print advertisement, radio advertisement or television advertisement.

DESCRIPTION OF THE DRAWING FIGURES

The foregoing objects and advantages of the present invention may be more readily understood by one skilled in the art with reference being had to the following detailed description of a preferred embodiment thereof, taken in conjunction with the accompanying drawings wherein like elements are designated by identical reference numerals throughout the several views, and in which:

FIG. 1 is a functional block diagram illustrating how a user's browser and a server of the website to be accessed by the user's browser are connected to and by a communication link to each other; and

FIG. 2 is a flow diagram of the process of financing a project in accordance with the teaching of the present invention.

DETAILED DESCRIPTION OF A PREFERRED EMBODIMENT

Referring now to the drawings and in particular to FIG. 1, there is shown an embodiment of this invention which permits a browser or user, using his/her client system 10 to access a server system 18 by exchanging messages over a communication link 16. In one illustrative embodiment of this invention, it may take the form of the Internet. The client system 10 comprises of a browser 12 and its assigned client identifier, which is known as a "cookie". The client identifier is stored in a file 14. Though only a single client system 10 is illustrated in FIG. 1, it will be appreciated that there would typically be a plurality of client systems 10, which are connected by a communications link 16 to the server system 18. In one illustrative embodiment of this invention, the user initiates on the browser 12 a communications session with the server system 18 by assigning and sending over the link 16 his/her client identifier to the client system 18. From then on, the client system 10 includes its client identifier with all messages sent to the server system 18 so that the server system 18 can identify the particular client system 10 from which the message was sent.

The server system 18 comprises, as shown in FIG. 1, a web server 18a, a data base server 18b and an advertising server 18c. The server system 18 is front ended as described above, in that the user can access the system 18 by sending requests from the browser 12 via the communication link 16 to the web server 18a. The advertising server 18 is programmed to regulate the advertisements to be seen by the users. This can be done by storing the advertisement materials in the form of acceptable internet standards, i.e. banner ads, pop-ups, text ads and rich media, in corresponding databases 38, 40 and 42. The advertising server 18c is programmed to run the ads based on predetermined impressions, length of contract with the advertiser. This data is back ended, i.e. this data is input to the server system 18 via a media buy block 32.

The internet comprises a vast number of computers and computer networks that are interconnected through communication links such as the link 16 as shown in FIG. 1. The interconnected computers exchange information using various services, such as electronic mail, Gopher, and the World Wide Web ("WWW"). The WWW service allows a server computer system (i.e., Web server or Web site) to send

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graphical Web pages or screens of information such as the advertising materials to a remote client computer system 10. The remote client computer system 10 can then display the Web pages. Each resource (e.g., computer or Web page) of the WWW is uniquely identifiable by a Uniform Resource Locator ("URL"). To view a specific Web page in a request (e.g. a HyperText Transfer Protocol ("HTTP") request), the request is forwarded to the Web server 18a that supports that Web page 18a; when the Web server 18a receives the request, it sends that Web page to the client computer system 10. When the client computer system 10 receives that Web page, it typically displays the Web page using the browser 12. The browser 12 is a special-purpose application program that effects the requesting of Web pages and the displaying of Web pages.

Currently, Web pages are typically defined using HyperText Markup Language ("HTML"). HTML provides a standard set of tags that define how a Web page is to be displayed. When a user indicates to the browser 12 to display a Web page, the browser sends a request to the server computer system an HTML document that defines the Web page. When the requested HTML Document is received by the client computer system, the browser 12 displays the Web page or screen.

The World Wide Web is especially adapted to conducting electronic commerce and advertising. In an illustrated embodiment of this invention, the primary focus is on the advertising of the internet, which is a 5 billion dollar per quarter industry.

Advertising on the internet is created by and through the media property and content on the web property. The web property is marketed to a target audience who visits the web property to view the content provided. Every time an individual visits the web property, he/she creates an impression.

Referring now to FIG. 2, there is shown a preferred embodiment of the media production financing system 50 in accordance with the teachings of this invention. FIG. 2 shows the invention flow from a creative process 51 to the finished financed production media. The financing process 50 begins with the creative process 51, wherein the producer, who is defined as the manager of the development of the media production, seeks in step 52 to identify a screenplay to produce. Upon selecting of a screenplay that the producer feels would be well received in the marketplace, the producer constructs in step 54 a screenplay development budget for producing the screenplay into a media production, which may illustratively take the form of a film. The screenplay production budget defines the costs to take the screenplay and make it into the media production.

Once a budget is completed, the producer presents the finished creative process 51 to the company. The company is the owner or a licensee of the creative process. In an illustrative embodiment of this invention, the company has internal divisions to administer the creative process. A marketing department for example evaluates in step 58 the screenplay and determines in step 60 a target audience of potential viewers. The target audience includes a demographic, which comprises the age, sex and interests of that audience that would view the finished media production. For example as set forth in our current usage, we have included a site 130, which creates a demographic of individuals who would be interested in the movie industry and, therefore, a target audience for the advertisers within a community of targeted users. It also attracts a demographic of individuals in the 16-35 year range. Upon determining a target audience, the marketing team creates in step 62 a media property and then promotes it to attract potential targeted audience to

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access and view the media property. The media property comprises a description of the relevant target audience and the content carried by the media that could illustratively take the form of print, radio, television or as defined above in this financial media production process 50. When the media property is created in step 62, the marketing team begins to attract visitors to the media property creating impressions in step 64.

Ad Impression is defined by the Internet advertising bureau as the standard in internet advertising as a measurement of responses from an ad delivery system to an ad request from the user's browser 14, which is filtered from robotic activity and is recorded at a point as late as possible in the process of delivery of the advertising materials to the user's browser-therefore the closest to actual opportunity to see by the user.

In particular, an impression is a visitor to the website through access to the World Wide Web that visits a screen of the media property. These impressions create a commodity in the advertising community and are packaged by the sales team to be sold in step 66 to an advertiser.

The advertiser is an individual or company, which generally sells in step 68 a product or service, desires to market itself to the targeted audience and purchases the targeted impressions from the sales team at a predetermined media buy. A media buy defines a predetermined cost per impression, and the length of the contracts and ads to be displayed on the media property. The advertiser determines in step 72 the cost of the impressions and in step 78 creates and places the advertising materials on a screen of the media project. In the course of the financial process 50, the advertiser receives in step 71 additional added value benefits pre-determined in the media buy. These benefits result from the distribution in step 74 of the film and include movie association resulting from product placement, film interaction, branded entertainment, public relations value or other additional benefits to advertiser.

The media buy is then fulfilled by the company, as the terms of the media buy are completed. Once the media buy has been completed, the company will invoice in step 80 the advertiser for the cost of the media buy. The advertiser in step 82 now pays the invoice and the company takes the revenue generated and places it into the media production fund. The production fund in one illustrative embodiment is a bank account managed by the company. The fund then provides in step 84 the necessary funding to the producer as specified in his/her production development budget. The producer then uses these funds to finance the development of the screenplay into a finished production media.

Two methods are used to deliver ad content to the user-server-initiated and client-initiated. Server initiated ad counting uses the site's web content server 18a for making requests, formatting and re-directing content. Client-initiated ad counting relies on the user's browser 12 to perform these activities (in this case the term "client" refers to an internet user's browser 12). The standard method is a client-initiated approach of which the reference process 50 and for the sake of this description relies upon.

A valid impression may only be counted when an ad counter receives and responds to an HTTP request for a tracking asset from a client. The count must happen after the initiation of retrieval of underlying page content. Permissible implementation techniques include (but are not limited to) HTTP request generated by , <FRAME>, or <SCRIPT SRC>. For client-side ad serving, the ad content itself could be treated as the tracking asset and the ad server itself could do the ad counting.

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The response by the ad counter includes but is not limited to: Delivery of a "beacon", which may be defined as any piece of content designation as a tracking asset. Beacons commonly are in the form of 1x1 pixel image. Delivery of a "302" redirector or html/JavaScript (which doubles as a tracking asset) to any location, and delivery of ad content.

Measurement of any ad delivery may be accomplished by measuring the delivery of a tracking asset associated with the ad. The ad counter must employ standard header on the response, in order to minimize the potential of caching.

Each of these impressions has a value to them based on the audience and the value to the advertiser. Once a media property is created and visitors come to the media property site and there is a sufficient number of impressions to market the users to advertisers.

On the internet, the impression cost is based on guaranteeing/providing to the user on per thousand impressions or CPM. The average cost to the advertiser is 15\$ per thousand impressions. A sales team of the company then markets the impressions on the website to the advertiser for a set number of impressions and cost in a media buy. A media buy sets the terms and cost of the advertising provided by the media property to the advertiser.

The media production finance process 50 then sells sufficient advertising to advertisers on the media property to obtain enough revenue for the cost of the budget provided by the producer. If the advertiser receives a standard media buy however, the funds generated from the media buy is placed into the media production fund that subsequently financed the media production.

It will thus be appreciated that the funding process of this invention is programmed to receive guaranteed impressions for selected media buys while having the advertiser's advertising dollars continue on to the project (e.g., media event) fund that is used to finance the desired project. A media outlet is identified that provides educational, entertaining and/or other informational content channels dealing with relevant subject matter. The media outlet is designed to generate impressions and/or consumers who are seeking information, help, education and/or entertainment with specific content. The consumers who access the media outlet produce an advertising commodity by creating impressions that may be sold to advertisers. A media outlet may include but is not limited to film, Television, Print, Internet (and a corresponding web site), Yellow Pages and other media outlets where the impressions are the circulation numbers as would be well known to those skilled in the art. The user is playing a part in the financing of what they consider a worthwhile project (e.g., the media event or other project that represents a social cause they consider important) by simply accessing (e.g., visiting and/or viewing the media outlet) and thereby getting content information. As will be explained in detail below, an impression is counted each time a user is exposed to the media content which may be (in the case of internet media outlet) a screen carrying certain advertising material. The potential impressions created by the consumer are sold as a commodity to the advertiser who is seeking targeted advertising to these consumers.

The net revenue paid by the advertiser is placed in a fund which is used to finance the selected project which may have subject matter of preference to the advertiser. Since the advertiser has received dollar for dollar advertising, there has been adequate consideration given for the money that funds the project and hence the funding model requires no dependence on the success of the project itself. As such, the risk associated with traditional investment models is eliminated. Furthermore, the pool of prospective fund contribu-

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tors is greatly increased since there is no money out of pocket for the people visiting the media outlets who are incentivized to visit the media outlet simply due to their interest in the subject matter of the project.

Once the threshold number of people accessing the media outlets for a particular project has been reached, the media buy is considered complete and the money the advertiser paid for the media buy is transferred to the project fund with the advertiser having received the advertising value of their media buy purchase. For print, television and radio outlets, the media buy revenue may be collected up front, if desired, since there is guaranteed circulation associated with the media buy.

The media outlet provides content of interest to the audience (the people accessing the media outlets) which may be tied to the subject matter of the project. The media outlet is designed to attract consumers who are seeking help, education, entertainment or other information with specific content or interest to the consumer and thus also the advertisers. For example, the media outlet can be internet based, radio, television or print that has informational, educational and/or entertaining content dealing with the specific subject matter.

The user (i.e., the individual who will access the media outlet to view the content provided therein) is someone who has an interest in the subject matter of the project and hence also the media outlet which has been designed to tie-in with the subject matter of the project. The user can access the media outlet which provides an advertising commodity by creating impressions (or other quantifiable evidence of the consumer accessing the advertiser's media outlet regardless of medium) that are sold to advertisers. Thus, without spending any of their own money, the user is playing a major role in the funding of projects of interest to them by simply accessing the media outlet.

The net revenue paid by the advertiser for the media buys is placed in a fund and this fund is used to finance the project which has subject matter of preference to the advertiser. More specifically, the subject matter of the project may attract a demographic of viewers that is a target demographic of the advertiser's products and/or services. Since the advertiser has received benefit from the advertising that is equal to the value of the fees input into the fund, there is no risk involved in the financing of the project.

The creation and financing of projects in accordance with this invention may further allow the target media outlet viewers to be educated on personal and social issues. For example, the financing process of this invention may begin with a media outlet that provides the advertising materials that generates impressions from the user who is seeking information on a specific content channel within the media outlet. The impressions created by the consumer are then sold to the advertiser who is interested in targeting a particular user with products or services and the revenue that is created by the advertiser is placed into the fund that finances projects dealing with the content subject matter of interest.

A person, group or company that wants to finance a project dealing with a specific subject matter can advertise on the media outlet to the consumers who view the content and subject matter. The advertiser has purchased advertising at cost and therefore has received a value equal to the advertiser's investment. The advertiser's media buy money is then placed into the fund that finances the project and at no financial risk to the advertiser.

The method of financing a project in accordance with this invention allows an entity to finance these projects through

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advertising revenue. The process may begin with identifying a project in need of funding. The project administration verifies the budget required to finance the project, and provides the approved project fund amount to a marketing team. The marketing team reviews the project fund amount, the defined target audience and demographics of the defined audience.

The project may be any desired project, for example the media production financing system **50** described above with reference to FIG. 2, or other projects including, but not limited to, a non-profit related project, a business related project, a cause-related project, a real-estate related project and an art related project. Thus, the financing process **50** begins with the identification of the project **52** and the amount required to fund the project **54**.

FIG. 2 shows the invention flow from a creative process **51** which identifies the project to be funded, to the finished financed production media. The financing process **50** begins with the creative process **51**, wherein the project fund champion, who may be defined as the manager of the project, seeks in step **52** to identify a project to fund. Upon identification of a project that the project manager feels would be well received in the marketplace, the project manager constructs in step **54** a project development budget for producing the project. The project budget defines the costs to make the project fully funded and viable such that it may exist for its stated purpose beyond the time the fund target has been reached.

Once a budget is completed, the manager presents the finished creative process **51** to the company. The company is the owner or a licensee of the funding process. In the illustrative embodiment of this invention shown in FIG. 2, the Company evaluates in step **58** the project and determines in step **60** a target audience of potential viewers. The target audience may include a demographic, which comprises the age, sex and interests of that audience that would have an interest in the project. For example as set forth in our current usage, we have included a site **130**, which creates a demographic of individuals who would be interested in the project and, therefore, a target audience for the advertisers within a community of targeted users. It may also attract a demographic of individuals in a specific age range. Upon determining a target audience, the marketing team creates in step **62** a media property and then promotes it to attract potential targeted audience to access and view the media property. The media property comprises a description of the relevant target audience and the content carried by the media that could illustratively take the form of print, radio, television or as defined above in this financial process **50**. When the media property is created in step **62**, the marketing team begins to attract visitors to the media property creating impressions in step **64**.

In an internet media buy, the internet advertising media may be any internet advertising type (e.g., email marketing, search engine marketing, social media marketing, display advertising, and mobile advertising) using any desired internet advertising compensation model (e.g., CPM (Cost Per Mille), CPC (Cost per Click), CPA (Cost Per Action) and Fixed Cost).

For example, in display advertising, ad displays are usually called "impressions." An impression is defined by the Internet advertising bureau as the standard in internet advertising as a measurement of responses from an ad delivery system to an ad request from the user's browser **14**, which is filtered from robotic activity and is recorded at a point as late as possible in the process of delivery of the advertising materials to the user's browser-therefore the

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closest to actual opportunity to see by the user. In the other types of media buys (print, radio, television, for example), impressions may be considered as the circulation numbers of the particular media buy outlet property type.

As an example, an impression may be a visitor to the website through access to the World Wide Web that visits a screen of the media property. These impressions create a commodity in the advertising community and are packaged by the sales team to be sold in step 66 to an advertiser. Again, in the other types of media properties (e.g., print, radio and television), circulation numbers are used to quantify and value the media buy associated with the chosen media property.

The advertiser is an individual, group or company which generally sells in step 68 a product or service, desires to market itself to the targeted audience and purchases the targeted impressions from the sales team at a predetermined media buy. In the above example, a media buy defines a predetermined cost per impression, and the length of the contracts and ads to be displayed on the media property. The advertiser determines in step 72 the cost of the impressions and in step 78 creates and places the advertising materials on a screen of the media project.

The media buy is then fulfilled by the Company, as the terms of the media buy are completed. Once the media buy has been completed (whether at the time of media buy purchase or at some later date), the advertiser may pay immediately or the Company may invoice in step 80 the advertiser for the cost of the media buy. In the invoices scenario, the advertiser in step 82 now pays the invoice and the company takes the revenue generated and places it into the project fund. The project fund in one illustrative embodiment is a bank account managed by the Company. The fund then provides in step 84 the necessary funding to the project owner as specified in his/her project development budget. The project owner then uses these funds to finance the development/production of the project.

As a further example, in the internet-based media buy, two methods may be used to deliver ad content to the user-server-initiated and client-initiated. Server initiated ad counting uses the site's web content server 18a for making requests, formatting and re-directing content. Client-initiated ad counting relies on the user's browser 12 to perform these activities (in this case the term "client" refers to an internet user's browser 12). The standard method is a client-initiated approach of which the reference process 50 and for the sake of this description relies upon.

In the above example, a valid impression may only be counted when an ad counter receives and responds to an HTTP request for a tracking asset from a client. The count must happen after the initiation of retrieval of underlying page content. Permissible implementation techniques include (but are not limited to) HTTP request generated by , <FRAME>, or <SCRIPT SRC>. For client-side ad serving, the ad content itself could be treated as the tracking asset and the ad server itself could do the ad counting.

The response by the ad counter includes but is not limited to: Delivery of a "beacon", which may be defined as any piece of content designation as a tracking asset. Beacons commonly are in the form of 1x1 pixel image. Delivery of a "302" redirector or html/JavaScript (which doubles as a tracking asset) to any location, and delivery of ad content.

Measurement of any ad delivery may be accomplished by measuring the delivery of a tracking asset associated with the ad. The ad counter must employ standard header on the response, in order to minimize the potential of caching.

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Each of these impressions has a value to them based on the audience and the value to the advertiser. Once a media property is created and visitors come to the media property site and there is a sufficient number of impressions to market the users to advertisers.

Continuing with the CPM example, the impression cost is based on guaranteeing/providing to the user on per thousand impressions or CPM. The average cost to the advertiser is 15\$ per thousand impressions. A sales team of the company then markets the impressions on the website to the advertiser for a set number of impressions and cost in a media buy. A media buy sets the terms and cost of the advertising provided by the media property to the advertiser.

The media production finance process 50 then sells sufficient advertising to advertisers on the media property to obtain enough revenue for the cost of the project budget provided by the project owner. If the advertiser receives a standard media buy however, the funds generated from the media buy is placed into the project fund that subsequently financed the project.

Although the present invention has been described in terms of various embodiments, it is not intended that the invention be limited to these embodiments. Modification within the spirit of the invention will be apparent to those skilled in the art. The scope of the present invention is defined by the claims that follow.

What is claimed is:

1. A computer-implemented method comprising:

receiving, by one or more processors, from a given client, over an Internet-based communication link from a browsing application executed on the given client processor to the one or more processors, a message comprising data, the data comprising advertising material to populate on one or more websites;

identifying, by the one or more processors, the given client, based on receiving the message, an identifier, wherein the message comprises the identifier;

based on a message provided by a given client, generating, by the one or more processors, a webpage, wherein the generating comprises providing, via a graphical user interface of the webpage, a plurality of advertising buy options for selection by a given client accessing said webpage;

obtaining, by the one or more processors, via an input in the graphical user interface, a selection of one or more of the advertising buy options, wherein the selected one or more advertising buy options comprise at least one website of the respective websites and a predetermined number of impressions of the advertising material for users visiting the at least one website;

generating, by the one or more processors, on a database accessible to the one or more processors, a repository for advertising revenue based on the selection;

based on obtaining the selection, populating, by the one or more processors, the advertising material on the at least one website, wherein the populating comprises placing the advertising material within web property content of the at least one website;

monitoring, by the one or more processors, a number of impressions of the advertising material provided to users accessing the web property content displayed on the at least one website;

determining, by the one or more processors, whether an impression of the advertising material is valid, wherein the impression is valid based on a predetermined impression tracking system;

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determining, by the one or more processors, that the number of valid impressions is greater than or equal to the predetermined number of impressions;

upon determining a number of valid impressions are met, ceasing, by the one or more processors, the populating of the advertising material on the at least one website; and

based on determining a number of valid impressions are met, electronically collecting, by the one or more processors, a share of the advertising revenue to be transmitted to the web property content owner.

2. The computer-implemented method of claim 1, wherein the advertising materials are selected from the group consisting of: a banner ad, a pop-up, a text advertisement, and a rich media advertisement.

3. The computer-implemented method of claim 1, wherein the repository comprises a fund.

4. The computer-implemented method of claim 1, wherein the electronically collecting comprises applying the electronic revenue from the selected one or more advertising buy options, to the repository.

5. The computer-implemented method of claim 1, wherein the data comprises a project type.

6. The computer-implemented method of claim 5, wherein the project type is selected from the group consisting of: a non-profit project, a business project, a real estate project, and an art project.

7. The computer-implemented method of claim 1, further comprising:

receiving, by the one or more processors, from the given client, in the message, a target fund amount for the content.

8. The computer-implemented method of claim 1, further comprising:

prior to determining that the number of impressions is equal to the predetermined number of impressions, obtaining, by the one or more processors, via an input in the graphical user interface, a request for increasing the predetermined number of impressions of the advertising material for users visiting the at least one website; and

based on the obtaining, automatically increasing the predetermined number of impressions.

9. The computer-implemented method of claim 1, wherein the data comprises a predetermined target audience, and

wherein the at least one website comprises one or more websites frequented by the pre-determined target audience.

10. A computer program product comprising:

a computer readable storage medium readable by one or more processors and storing instructions for execution by the processor for performing a method comprising:

receiving, by the one or more processors, from a given client, over an Internet-based communication link from a browsing application executed on the given client processor to the one or more processors, a message comprising data, the data comprising advertising material to populate on one or more websites;

identifying, by the one or more processors, the given client, based on receiving the message, an identifier, wherein the message comprises the identifier;

based on a message provided by a given client, generating, by the one or more processors, a webpage, wherein the generating comprises providing, via a graphical

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user interface of the webpage, a plurality of advertising buy options for selection by a given client accessing said webpage;

obtaining, by the one or more processors, via an input in the graphical user interface, a selection of one or more of the advertising buy options, wherein the selected one or more advertising buy options comprise at least one website of the respective websites and a predetermined number of impressions of the advertising material for users visiting the at least one website;

generating, by the one or more processors, on a database accessible to the one or more processors, a repository for advertising revenue based on the selection;

based on obtaining the selection, populating, by the one or more processors, the advertising material on the at least one website, wherein the populating comprises placing the advertising material within web property content of the at least one website;

monitoring, by the one or more processors, a number of impressions of the advertising material provided to users accessing the web property content displayed on the at least one website;

determining, by the one or more processors, whether an impression of the advertising material is valid, wherein the impression is valid based on a predetermined impression tracking system;

determining, by the one or more processors, that the number of valid impressions is greater than or equal to the predetermined number of impressions;

upon determining a number of valid impressions are met, ceasing, by the one or more processors, the populating of the advertising material on the at least one website; and

based on determining a number of valid impressions are met, electronically collecting, by the one or more processors, a share of the advertising revenue to be transmitted to the web property content owner.

11. The computer program product of claim 10, wherein the advertising materials are selected from the group consisting of: a banner ad, a pop-up, a text advertisement, and a rich media advertisement.

12. The computer program product of claim 10, wherein the repository comprises a fund.

13. The computer program product of claim 10, wherein the electronically collecting comprises applying the electronic revenue from the selected one or more advertising buy options, to the repository.

14. The computer program product of claim 10, wherein the data comprises a project type.

15. The computer program product of claim 14, wherein the project type is selected from the group consisting of: a non-profit project, a business project, a real estate project, and an art project.

16. The computer program product of claim 10, the method further comprising:

receiving, by the one or more processors, from the given client, in the message, a target fund amount for the content.

17. The computer program product of claim 10, further comprising:

prior to determining that the number of impressions is equal to the predetermined number of impressions, obtaining, by the one or more processors, via an input in the graphical user interface, a request for increasing the predetermined number of impressions of the advertising material for users visiting the at least one website; and

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based on the obtaining, automatically increasing the pre-determined number of impressions.

18. The computer program product of claim 10, wherein the data comprises a predetermined target audience, and

wherein the at least one website comprises one or more websites frequented by the pre-determined target audience.

19. A system comprising:

a memory;

one or more processors in communication with the memory; and

program instructions executable by the processor via the memory to perform a method,

the method comprising:

receiving, by the one or more processors, from a given client, over an Internet-based communication link from a browsing application executed on the given client processor to the one or more processors, a message comprising data, the data comprising advertising material to populate on one or more websites;

identifying, by the one or more processors, the given client, based on receiving the message, an identifier, wherein the message comprises the identifier;

based on a message provided by a given client, generating, by the one or more processors, a webpage, wherein the generating comprises providing, via a graphical user interface of the webpage, a plurality of advertising buy options for selection by a given client accessing said webpage;

obtaining, by the one or more processors, via an input in the graphical user interface, a selection of one or more of the advertising buy options, wherein the selected one or more advertising buy options comprise at least one website of the respective websites and a predetermined number of impressions of the advertising material for users visiting the at least one website;

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generating, by the one or more processors, on a database accessible to the one or more processors, a repository for advertising revenue based on the selection;

based on obtaining the selection, populating, by the one or more processors, the advertising material on the at least one website, wherein the populating comprises placing the advertising material within web property content of the at least one website;

monitoring, by the one or more processors, a number of impressions of the

advertising material provided to users accessing the web property content displayed on the at least one website;

determining, by the one or more processors, whether an impression of the advertising material is valid, wherein the impression is valid based on a predetermined impression tracking system;

determining, by the one or more processors, that the number of valid impressions is greater than or equal to the predetermined number of impressions;

upon determining a number of valid impressions are met, ceasing, by the one or more processors, the populating of the advertising material on the at least one website; and

based on determining a number valid impressions are met, electronically collecting, by the one or more processors, a share of the advertising revenue to be transmitted to the web property content owner.

20. The system of claim 19, the method further comprising:

prior to determining that the number of impressions is equal to the predetermined number of impressions, obtaining, by the one or more processors, via an input in the graphical user interface, a request for increasing the predetermined number of impressions of the advertising material for users visiting the at least one website; and

based on the obtaining, automatically increasing the predetermined number of impressions.

* * * * *

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

BRODTI INC.,

Plaintiff,

v.

GOOGLE LLC,

Defendant.

C.A. No. 1:24-cv-00173-JCB

Hon. John Campbell Barker

DECLARATION OF IVAN ZATKOVICH

I, Ivan Zatkovich, declare as follows:

1. I submit this declaration in support of BrodTi's Response to Google's Motion to Dismiss. I am over 18 years of age. I have personal knowledge of the following facts and, if called as a witness, could competently testify thereto.

I. QUALIFICATIONS

2. The following is a summary of my qualifications in the field of internet advertising, particularly as it relates to advertising campaign building and management platforms as they existed in 2004 forward to today. A complete CV and testimony history for at least the last 4 years is provided in Appendix A.

3. From 1980 I have been employed as a software engineer in the design and development of telecommunications, network and internet communications, and web based applications. From 2002 I have been employed as an eBusiness Director and Technology Consultant specializing in eCommerce, eMarketing, and online advertising. I have gained experience in specific areas and technology related to the subject matter of the patent claims including advertiser side and publisher side platforms, targeted advertising, real time ad bidding, pay per impression and pay per click ad campaigns, and ad campaign budget models.

4. Related professional engagements and projects that I have created, developed, or implemented include:

- **Evatone** - Director of eCommerce and eMarketing for Media and Content distribution including Media access metering and tracking. Implementing online media streaming, and user tracking for music purchase systems.
- **eComp Consultants** – eMarketing consulting for Commercial websites, search engine and pay per click strategies, analytics and Adwords metrics verification. Cell Mesh Networks – developed Mesh Network for hyper-local marketing and mobile applications. (Android, iPhone)
- **Warner Brothers** – Developed eCommerce system for online Media Library to search, identify, and monitor user access to content, and personalize advertising & promotion based on use profile.
- **Trist Social Network** – Managed startup application development of a hyperlocal social media app for mesh network environments, content creation and publication, hyperlocal eMarketing and user interest determination.
- **AAA Travel** – Developed personalized eMarketing system for personalizing marketing material based on user profile, demographics, target audience size, and user interest.
- **McGraw Hill** – Developed High volume publishing system for automated generation of Product and Marketing materials, including online monitoring of user interest and purchases.

II. STATE OF THE ART – PRE AND POST 2005

A. Mid 1990's to 2005.

5. In the mid-to-late 1990s, early Internet advertising was similar to print advertising. These first online ads were non-targeted, meaning the ads were not selected based on where the ads appeared or any criteria specific to the user. In addition, ads could only appear in pre-defined locations of a web page (e.g. banner ads at the top or bottom of the browser window). The web site owners (publishers) were compensated for ad placement on their sites. HotWired was one of the first to introduce digital banner advertisements to the Web in October 1994.¹

6. A major drawback of these early banner ads was that advertisers could not control what content their ad appeared next to. As a result, pop-up ads were introduced by Ethan Zuckerman in the late 1990's.² “A pop-up is a graphical user interface (GUI) display area, usually a small window, that suddenly appears ("pops up") in the foreground of the visual interface.”³

7. In the mid-90's, online marketing brands would develop ad content, and then engage with brokers. Brokers were intermediary parties that would match the advertisers' ads with publishers' web pages that would display the ads. Online ad brokers at this time included DoubleClick, 24/7 Real Media, Lycos, and Yahoo!. These early online ads were not much different than highway billboards or print ads in a magazine, with potential customers passively seeing them.

8. By the end of 1996, DoubleClick unveiled a more sophisticated system called DART (Dynamic Advertising Reporting and Targeting), which used cookies to target ads to computers

¹ Wired.com, October 27, 1994 available at <https://www.wired.com/2010/10/1027hotwired-banner-ads/>. Accessed on 10/24/24.

² Wikipedia Pop-up ad History, available at https://en.wikipedia.org/wiki/Pop-up_ad. Accessed on 10/24/24.

³ Wikipedia Pop-up ad History, available at https://en.wikipedia.org/wiki/Pop-up_ad. Accessed on 10/24/24.

users that visited websites (web publishers) that participated in the DoubleClick network.⁴ By the end of 1998, DoubleClick's network included more than 1,300 Web sites.⁵ Brokers, like DoubleClick, compensated the third party websites (web publishers) that participated in their network for allowing them to place ad's on the site. DoubleClick's company perspectives stated that it "allows marketers to deliver the right message, to the right person, at the right time, while helping Web publishers maximize their revenue and build their business online".⁶ DoubleClick later went on to license its targeting technology it had developed to web publishers and advertisers who preferred to sell and deliver their own ads.⁷

9. In March of 2003 Google launched its AdSense program, which operated in conjunction with Google's AdWord ad broker program, is a platform where web sites could sell ad real estate (i.e. publisher web page space) to advertisers. With AdSense Google serves ads that related contextually to the content on a web site owner (web publishers) web page.⁸ Like the DoubleClick broker model, Google AdSense compensated website owners for allowing google to place ads on their website. Throughout the early and mid-2000's the ad targeting became better—utilizing users' browsing behavior to dictate what types of advertisements were being displayed on websites—the basic model remained the same. Website owners were compensated for ad placement within pre-defined areas of their sites.

10. Throughout the late 90's and mid-2000's the ad targeting became better, utilizing users' browsing behavior to dictate what types of advertisements were being displayed on

⁴ Enclylopedia.com, DoubleClick, Inc. available at <https://www.encyclopedia.com/books/politics-and-business-magazines/doubleclick-inc>. Accessed on 10/24/24.

⁵ Enclylopedia.com, DoubleClick, Inc. available at <https://www.encyclopedia.com/books/politics-and-business-magazines/doubleclick-inc>. Accessed on 10/24/24.

⁶ Enclylopedia.com, DoubleClick, Inc. available at <https://www.encyclopedia.com/books/politics-and-business-magazines/doubleclick-inc> [emphasis added]. Accessed on 10/24/24.

⁷ Harvard Business School, May 16, 2000, Getting the Message: How the Interest is Changing Advertising, available at <https://hbswk.hbs.edu/item/getting-the-message-how-the-internet-is-changing-advertising>. Accessed on 10/24/24.

⁸ Google Wiki, AdSense History, available at <https://google.fandom.com/wiki/AdSense>. Accessed on 10/24/24.

websites. However, the basic financial model remained the same. Website owners were compensated for ad placement within pre-defined areas of their sites.

11. In the mid to late 2000's social media platform began to display ad's on their platform. Facebook was the first social platform to launch ads on its platform. In 2006, Facebook contracted with JP Morgan Chase to promote Chase credit cards in the form of banner ads⁹. YouTube began offering targeted advertising in February 2006 in the form of participatory video ads, which users could watch by clicking on the ad.¹⁰

12. Social media ads, much like the ads served by Brokers and Google were layered into predefined areas of web pages resulting from natural user-driven online activity (e.g. a Facebook subscriber's timeline). For example, Facebook would show ads that appeared next to a friends feed updates. The website owners, in this case the social media platforms, were being compensated for ad placement not the individuals who created the content (i.e. not the Facebook subscriber). The content creators merely benefited by receiving the social media provider's or website owners services without any sort of subscription or use fee rather than being paid for the ad revenue their content generated.

B. 2007 Content Creators get a share of the ad revenue

13. In the business model described above, the "content platforms" such as Facebook and Youtube, would allow users or subscribers to access the platform for free, and the platform owners would receive revenue for the ads that appeared on these platforms. This model began to change or expand in the late 2000s as content creators (the users / subscribers) began building

⁹ ProQuest, Chase secures exclusive ad deal with social website Facebook.com, Bank Marketing Internation; London (Sep 2006). Available at <https://www.proquest.com/docview/198722752?sourcetype=Trade%20Journals>. Accessed on 10/24/24.

¹⁰ NBC News, YouTube expands types of advertising, August 22, 2006. Available at <https://www.nbcnews.com/id/wbna14464285>. Accessed on 10/24/24.

large, influential followings. Advertisers realized that the massive subscriber counts of content creators served as “captive audiences” and potential customers. YouTube created one of the first iterations of “influencer marketing” which allowed the content creators to be paid for the videos they placed on the YouTube site. Thus, YouTube became one of the first “content monetization platforms”.

14. In May of 2007 YouTube launched their YouTube Partnership Program (YPP).¹¹ This program directly paid content creators a percentage of the advertising revenue they earned from their content on the YouTube platform. The YouTube content partners (video creators) could generate video content to be monetized, and YouTube would place advertising adjacent to their content.¹² In their initial rollout, YouTube only allowed for monetizing the actual page destination (the location of where the video listing appeared).¹³ However, by August of 2007 YouTube began inserting “InVideo” ads—ads that appeared as translucent animations or graphics overlaid on the lower 20% of videos—into YPP members (content creators) videos.¹⁴

¹¹ YouTube Blog, YouTube Elevates Most Popular Users to Partners (May 3, 2007). Available at <https://web.archive.org/web/20070507062604/http://www.youtube.com/blog>. Accessed on 10/30/24.

¹² YouTube Official Blog, YouTube Elevates Most Popular Users to Partners, May 3, 2007. Available at <https://blog.youtube/news-and-events/youtube-elevates-most-popular-users-to/>. Accessed on 10/24/24.

¹³ TechCrunch, YouTube Launches Revenue Sharing Partners Program but no pre-rolls, May 4, 2007. Available at <https://techcrunch.com/2007/05/04/youtube-launches-revenue-sharing-partners-program-but-no-pre-rolls/>. Accessed on 10/24/27

¹⁴ Forbes, YouTube Starts Overlaying Ads On Some Professional and User-Generated Video (August 21, 2007). Available at https://www.forbes.com/2007/08/21/youtube-advertising-media-tech-cx_pco_0821paidcontent.html. Accessed on 10/30/24.

August 21, 2007 | Posted by: [The YouTube Team](#) | [Permalink](#)

You Drive the YouTube Experience

Over the past few weeks, you may have noticed that we've been working with select partners to improve YouTube's presentation of advertising on their videos in a manner that brings you creative, compelling content and should also increase revenue flow to artists and content owners.

So what's new? Today we're offering select partners the ability to incorporate YouTube InVideo ads into their content. These are animated overlays that appear on the bottom 20 percent of a video. If you're interested by what you see there, clicking on the overlay launches a deeper interactive video ad that we think is relevant and entertaining. (The video you were watching is temporarily paused.) If you choose not to click on the overlay, it will simply disappear, so that you're in full control of your YouTube experience.

So keep an eye out for this new feature, and please do send us your suggestions and feedback. As always, we're looking to improve the experience with you in mind.

Yours,
[The YouTube Team](#)

[View Comments](#) | 530 comments

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15. YouTube's partnership program spurred other platforms to compensate content creators with an ad-revenue share. Entire platforms like Twitch¹⁶, Medium¹⁷, and Substack¹⁸, built their content-engines on supporting their creators with ad-revenue. Today, even goliath advertising firms like Meta pay content creators for Instagram's Reels.¹⁹

¹⁵ YouTube Blog, You Drive the YouTube Experience (August 21, 2007). Available at: <https://web.archive.org/web/20070830080744/http://www.youtube.com/blog>. Accessed on 10/30/24.

¹⁶ Twitch.tv Creator Camp, Introduction to Monetization. Available at <https://www.twitch.tv/creatorcamp/en/paths/monetize-your-content/twitch-basics/>. Accessed on 10/24/24.

¹⁷ Medium Blog, Expanding the Medium Partner Program, August 22, 2017. Available at <https://blog.medium.com/expanding-the-medium-partner-program-3be09dd146e4>. Accessed on 10/24/24.

¹⁸ Substack, Great writing is valuable. On Substack, writers earn a living doing what they love. Available at <https://substack.com/going-paid>. Accessed on 10/24/24.

¹⁹ Instagram.com, Get paid for the work you do for your community. Available at https://creators.instagram.com/earn-money?locale=en_US. Accessed on 10/24/24.

III. PATENT OVERVIEW

16. U.S. Patent No. 11,416,898 (the '898 Patent) is titled "Method, Systems, and Apparatus for Financing Projects." The claimed invention relates to a method, systems, and apparatus for funding that utilizes an advertiser funding model to eliminate reliance on traditional fundraising systems. This includes changing the traditional method of paying the publisher or owner of the media space that is showing the advertisement. The '898 Patent claims priority to U.S. Provisional Application No. 60/626,933, filed on November 12, 2004.

17. For content or media that exists on the internet, advertising "is created by and through the media property and content on the web property. The web property is marketed to a target audience who visits the web property to view the content provided." ['898 4:30-33] The media of the advertisement itself generally follows the type of content in which the ad appears. For example "text ads and rich media [audio / video]" ads ['898 3:53] would generally appear with text content, audio, and/or video content on a web page.

A. Financing Projects & Content Monetization

18. One primary distinction between the financial model of the '898 Patent and the prior art described in the previous section, is to have the advertiser fund the creator or "producer" of the content rather than the publisher or website owner. ['898 5:41-49]. The advertiser still provides the funding by creating a project fund or advertising campaign. ['898 2:32-35]. The project fund or ad campaign would be based on a budget that can be limited by a dollar amount or the number of times the advertisement is displayed. This type of project fund or budget is required by the claims as determining the number of valid "impressions", and then ceasing the display of those ad impressions if they exceed a predetermined amount (claims 1, 8, 10, 17, 19, 20).). Unlike the prior art, this is accomplished by "obtaining" an advertiser's selected buy

option and “generating” on a database a repository for ad revenue based on the selected buy option. A share of the advertising revenue would be paid “to the web property content owner”, rather than just the publisher or website owner (claims 1, 10, 19). *See supra* ¶¶ 5, 8-10, 12 (describing how conventional technology compensated website owners rather than content owners).

19. Today, this type of a system is known as a “Content Monetization Platform.” As described *supra* in ¶¶ 13-15, one of the earliest examples of this type of online platform is YouTube.

B. Product Placement and Ads Within the Content

20. Another distinction between the ’898 Patent and the prior art is the ability to place the advertisements within the media content rather than placing the ads near or adjacent to the content. This is described in the patent specification as “product placement” and/or providing “interaction” with the advertisement brand. [’898 5:33-37]

21. The technology for this method is described in the specification such that the Server, that delivers the web content, also performs the insertion of the ad within the content by “formatting and re-directing” the content. [’898 7:39-43] This is also reflected in the claims where the limitations require that the server processors populate the advertising material “within the web property content”. (claims 1, 10, 19) Again this is distinct from the prior art where the advertising material simply appeared near or adjacent to the web content. *See supra* ¶¶ 5, 9-10, 12 (describing how conventional technology placed ads in “pre-defined areas” of a website).

IV. OPINIONS REGARDING THE ALLEGATIONS

22. I have reviewed the patent and prosecution history (and those of the overall patent family) for the ’898 Patent. I have also reviewed the allegations of the Amended Complaint, as they relate to the “abstract idea” and “inventive concept” issue. I can confirm that those

allegations are accurate. These allegations are consistent with my knowledge, experience and expertise. I elaborate on these allegations below.

23. BrodTi alleges in ¶¶ 20-22 of the Amended Complaint that:

20. The '898 Patent is titled "Method, Systems, and Apparatus for Financing Projects." The claimed invention relates to a method, systems, and apparatus for funding that utilizes an advertiser funding model to eliminate reliance on traditional fundraising systems.

21. Internet-based ad impressions and ad campaign building systems are a technology area, not an area of solely human activity.

22. The claims of the '898 Patent are directed to a technology platform for advertising campaigns permitting advertisers to build internet advertising campaigns in a way that puts ad creatives within the web property content on a publisher's site, and reserves and allocates at least part of the ad spend to content owners, as opposed to publishers alone. This doubly-revolutionary paradigm of how systems deploy ad creatives and allocate its beneficial results constituted an improvement in a preexisting technological field, not an abstract idea.

24. I agree with BrodTi's characterization of the claimed invention of the '898 Patent and that the claims are directed to an improvement in a preexisting technological field rather than an abstract idea. As explained *supra* in ¶¶ 16-21, the claimed invention differs from preexisting internet-based ad impressions and ad campaign building technologies described *supra* in ¶¶ 5-12 in at least two ways: (1) the way for an advertiser fund the creator or producer of the content rather than the publisher or website owner, and (2) the ability to place the advertisements within the media content rather than placing the ads near or adjacent to the content.

25. BrodTi further alleges in ¶¶ 23-29 of the Amended Complaint that:

23. In conventional practice in prior art internet-based ad impressions systems, before the 2004 and 2005 priority dates of the '898 Patent, an "advertiser" would purchase a "campaign" that was intended to use an ad creative. The ad creative for such campaigns was deemed separate from (and not for joining with) the ultimate web content of the publisher who would host the ad creative.

24. For example, a pre-2005 banner ad (an image that might include an HTTP address as metadata) could serve as an ad creative. A pre-2005 banner ad was conventionally understood to go solely on reserved areas of a publisher's webpage. This could include the top-of-page, bottom-of-page, page-sides, or any other area for the ad creative that was previously reserved as the proper "real estate" for such ad and was external to any content.

25. In 2005 and earlier, building an internet advertising campaign would conventionally involve use of a server-based portal for uploading the ad creative during the process of campaign construction. A user on a web browser, typically a marketing professional, would fill in fields of a record that would constitute the campaign on a special web page provided by the portal. Such fields would include start and stop dates, budgets, and (if auction-based) the acceptable high and low bids per unit (whether impressions, clicks or conversions) permitted for drawing down campaign budgets. Such portals would also allow the advertiser to specify the type of ad creative to be deployed (e.g., a top-of-page rectangular banner of particular dimension or aspect ratio).

26. In 2005 and earlier, ad campaign portals did not permit campaigns intended to inject ad creatives on/within the media property itself (e.g., joining inside the pre-existing text on a publisher's site, or interrupting video play of a publisher's video with the ad creative).

27. In 2005 and earlier, web publishers did not conventionally permit content owners to participate in a revenue share for advertising. More particularly, impression-based internet ad revenue belonged to the website-owner / "publisher" alone (in contrast to the content owner of material uploaded to such sites), and ad campaign portals made no technical accommodation for distributing a revenue share to web property content owners.

28. It would have been unconventional, non-routine, and not widely understood, in campaigns in 2005 and earlier, for technology platforms to contemplate ad creatives "on" / "within" a publisher's media property. Conventional ad campaign portals did not let "real estate" for internet ads include placement on or within the publisher's or third party's content itself.

29. All claims of the '898 Patent require campaigns to use ad creatives "within web property content." This limitation was unconventional, non-routine, and not widely understood.

26. I agree with BrodTi's description of the state of the art in 2005 and earlier regarding the conventional placement of ad creatives. This description is consistent with my analysis of and my personal experience with internet advertising technology in 2005 and earlier *supra* in ¶¶ 5-12. Digital banner ads on HotWired; pop-up ads; ad brokers such as DoubleClick, 24/7 Real

Media, Lycos, and Yahoo!; Google AdSense; and social media ad providers, such as Facebook, each showed ads in “pre-defined areas” of a website that were near or adjacent to the web content. I agree with BrodTi’s conclusion that it would have been “unconventional, non-routine, and not widely understood, in campaigns in 2005 and earlier, for technology platforms to contemplate ad creatives ‘on’ / ‘within’ a publisher’s media property.” This feature of placing ad creatives “on” / “within” a publisher’s media property is embodied in the claim limitation of the ’898 Patent requiring campaigns to use ad creatives “within web property content.” Accordingly, I agree with BrodTi that this limitation was “unconventional, non-routine, and not widely understood.” *See supra* ¶¶ 20-21.

27. BrodTi further alleges in ¶¶ 30-31 of the Amended Complaint that:

30. Also in 2005 and earlier, it would have been unconventional, non-routine, and not widely understood, to deploy technologies that would allocate, reserve, collect and/or transmit a revenue share of internet ad revenue to a web property content owner (as opposed to the publisher itself who hosts such content).

31. All claims of the ’898 Patent require an internet advertising system to use technical means to collect and/or transmit a revenue share of internet ad revenue to a web property content owner (as opposed to the publisher itself who hosts such content). This limitation was unconventional, non-routine, and not widely understood

28. I agree with BrodTi’s description of the state of the art in 2005 and earlier the conventional means for collecting and/or transmitting a share of internet ad revenue. This description is consistent with my analysis of and my personal experience with internet advertising technology in 2005 and earlier *supra* in ¶¶ 5-12. Conventional internet advertising systems were configured to compensate web site owners (publishers), rather than the content owners, for ad placement on the sites. I agree with BrodTi’s conclusion that the claim limitation of the ’898 Patent requiring an internet advertising system to use technical means to collect

and/or transmit a revenue share of internet ad revenue to a content owner was “unconventional, non-routine, and not widely understood.” *See supra* ¶¶ 18-19.

29. BrodTi further alleges in ¶¶ 32-35 of the Amended Complaint that:

32. The ordered combination of claims of the '898 Patent was unconventional, non-routine, and not widely understood, as confirmed through USPTO examination.

33. During prosecution of the '898 Patent, in a Notice of Allowance dated July 5, 2022, and after describing prior art search results, the Patent Office Examiner made the following observations about what was lacking in the prior art, with respect to language in each independent patent claim:

The references alone or in combination failed to teach the following limitations of claims 7, 16 and 26 [which became the '898 Patent's independent claims:] “generating, by the one or more processors, on a database accessible to the one or more processors, a repository for advertising revenue based on the selection; based on obtaining the selection, populating, by the one or more processors, the advertising material on the at least one website, wherein the populating comprises placing the advertising material within web property content of the at least one website; monitoring, by the one or more processors, a number of impressions of the advertising material provided to users accessing the web property content displayed on the at least one website; determining, by the one or more processors, whether an impression of the advertising material is valid, wherein the impression is valid based on a predetermined impression tracking system; determining, by the one or more processors, that the number of valid impressions is greater than or equal to the predetermined number of impressions; upon determining a number of valid impressions are met, ceasing, by the one or more processors, the populating of the advertising material on the at least one website; and based on determining a number of valid impressions are met, electronically collecting, by the one or more processors, a share of the advertising revenue to be transmitted to the web property content owner.”

34. The ordered combination of claim limitations within the inner quotation was neither routine, conventional nor well understood.

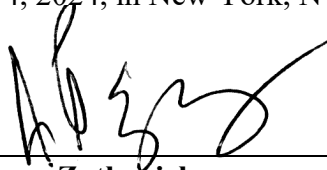
35. The ordered combination of claim limitations within the inner quotation was completely missing from, and not disclosed in, prior art located by the Examiner.

30. I agree with BrodTi that the ordered combination of claim elements of the '898 Patent identified by the Examiner is “completely missing from, and not disclosed in, prior art

located by the Examiner.” None of U.S. Patent Publication No. 2002/0049816 to Costin, *Online fund-raising malls: fund raising goes high-tech* by Raddatz, *Monday business; republicans work for change with E-commerce cite* by Kaplan, *ZDNet donates \$1 million dollars in advertising availabilities to benefit tomorrows children’s fund* by PR Newswire, or International Patent Publication No. WO 2016/118843 to Aaltonen disclose the ordered combination.

31. I am not aware of any other prior art that disclosed the foregoing ordered combination. I understand that even appearance in a single piece of prior art would not make a feature or feature set “conventional,” “routine,” or “well-understood.” The situation here presents an even stronger case for passing this *Alice* step two threshold, as no such prior art exists, to my knowledge and based on my long history in the field.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on November 4, 2024, in New York, NY.



Ivan Zatkovich

APPENDIX A

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

Ivan Zatkovich has over 30 years experience in computer science, computer systems, and software engineering. Mr. Zatkovich is the principal consultant with eComp Consultants, a technology consulting firm specializing in intellectual property for the telecommunications, eCommerce, and eMarketing. Mr. Zatkovich has 20 years experience providing expert testimony for patent litigation and software & application disputes in eCommerce, Targeted Advertising, and media distribution cases providing expert reports, depositions, and trial testimony.



He is an industry speaker and consultant in eCommerce and Web Marketing for corporations such as McGraw-Hill, Caldwell Banker, and Amazon.com. In the role of eBusiness Director and Global Web Markets Manager he has implemented many search engine strategies and developed eCommerce business models involving online advertising, B2B, and B2C business cases.

Director / Project Manager	13 years	Managed 6 to 35 member teams. Software development, systems Integration, critical path management, PMP/CMM methodologies.
eMarketing, ecommerce	13 years	Commercial & Storefront websites, Targeted Advertising, eMarketing and personalization, Mass market systems, Keyword & Search engine optimization, Meta tag strategies, B2B & B2C Portals, ERP and Supply chain, , Enterprise Search Engines, Websphere eCommerce
Media Distribution	8 years	Media streaming servers, Audio Channel encoding, Internet and RF broadcast technologies, Media content management, DRM and distribution systems. Media Fingerprinting, Digital Signatures, and ACR.
Telecommunications	11 years	Computer Telephony Integration (CTI) since 1984. Call Center, IVR, ACD, VoIP, and Unified Messaging (Verizon, Bell Canada, PTT Netherlands, and Mercury Communications).
Expert Witness	15 years	Expert testimony and damage assessment for ecommerce litigation, internet & software copyright, telecommunications. Providing expert reports, depositions, & trial testimony.

Education:

B. S. Computer Science	1980	University of Pittsburgh
Minor in E.E. digital circuit design		
Master's study and thesis in Computer Networks, Results published in Byte Magazine		

Sample Case Experience:**Ronald A. Katz v. Fifth Third Bank (and expert for 5 other defendants)**

Jurisdiction:	U.S. District Court, Northern California
Client:	Defendants
Nature of Case:	Patent Litigation for Call Center, and Telecom technology
Engagement:	Expertise in Call center systems, Voice input, and IVR automation. Analyze client call center applications, prepare non-infringement and rebuttal reports.
Status:	Pending

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

Represented by: Vorys LLP, Wood Herron and Evans.
Morrison Foerster, Orreck, Kilpatrick Stockton

Nuance Communications v. TellMe Networks (Microsoft)

Jurisdiction: U.S. District Court, Delaware
Client: TellMe Networks, A MicroSoft Subsidiary
Nature of Case: Patent Litigation
Nature of Engagement: Provided expertise in call center speech recognition, call center automation, digital signal pattern matching, and. Performed prior art investigation, provided opinions on patent invalidity and non-infringement.
Represented by: Patterson Belknap Webb & Tyler, LLP
Status: Expert Reports and deposition completed 2009. Summary Judgment in favor of Defendant 2010.

TGIP vs. AT&T, IDT, et. al.

Jurisdiction: U.S. District Court, Eastern Texas
Client: IDT Communications
Nature of Case: Patent and Prior Art dispute for Call Center & Service Provisioning
Engagement: Analyze Telephone Network, Call Center, & Call routing patents
Develop detailed non-infringement chart & rebuttal to plaintiff expert.
Represented by: Finnegan Henderson
Status: Settled 2007

PegaSystems Inc. vs. Qwest Telephone

Jurisdiction: American Arbitration Association – Denver, CO
Client: Qwest Telephone
Nature of Case: Software dispute for Call Center, IVR, and Order Entry software
Engagement: Evaluate Call Center & Service Order Entry Systems
Expert Report on Software Performance & Industry Standards
Represented by: Sherman & Howard
Status: Settled 2002

IBM vs. Amazon.com

Jurisdiction: U.S. District Court, Eastern Texas
Client: Amazon.com
Nature of Case: eCommerce and Internet Patent Litigation
Engagement: Investigate Prior Art for Telecommunication & eCommerce Technology
Report on infringement of Search Engine and Network products
Represented by: Fish & Richardson
Status: Settled 2007
Represented by: Dunlap Codding and Smyser Kaplan & Veselka
Status: Settled 2008

Professional Experience:

- | | | |
|------------------------|---|-----------------------|
| 2000 to Present | Principal Consultant
eComp Consultants | Tampa, FL |
| | <p>Provide consulting on design and development of software product development, and ecommerce technology. Provide technology consulting and expert support for telecommunications, internet, and ecommerce applications in the areas of:</p> <ul style="list-style-type: none">• Patent portfolio evaluation, market valuation, identification of potential prior art, and licensing opportunities.• Independent consulting for Alcatel-Lucent (AT&T Bell Labs) to review, recommend, and rate Alcatel's extensive Patent portfolio specifically in the area of telecommunications and web-based ecommerce.• Patent litigation consulting for telecommunications and internet technology patents.• Software contract and due diligence consulting for disputes involving custom software projects.• Internet publishing and copyright consulting for web content management and licensing.• Commercial websites, search engine, and web marketing strategies.• Sample clients include: Alcatel-Lucent, LogicLink, NWI Corp, Jones Day, Finnegan Henderson, Fish & Richardson, Cozen O'Connors, Morrison Foerster | |
| 2007 to 2008 | Global Web Manager
Smith & Nephew Inc. | Clearwater, FL |
| | <p>Smith & Nephew is a global manufacturer of medical, wound, orthopedic, and surgical supplies. Smith & Nephew has facilities in 33 countries and maintains 35 websites for different product areas and country marketing.</p> <ul style="list-style-type: none">• Designed the Smith & Nephew corporate web architecture for all intranet, extranet, and internet sites.• Directed a staff of web professionals in developing and managing 35 individual Smith & Nephew websites maintained in the US and 14 countries for both Smith & Nephew clients and internal users.• Managed and maintain the 650 domains currently owned by Smith & Nephew• Optimized search engine ranking and website meta tagging.• Developed corporate technology and IT standards and policies including:• Created web hosting agreements and IT service contracts (SLAs)• Defined web development standards• Researched page ranking, redirection, and domain optimization strategies. | |
| 2002 to 2007 | eBusiness Director
Eva-Tone Inc | Clearwater, FL |
| | <p>Eva-Tone is a \$45M commercial multimedia company specializing in ecommerce and marketing solutions, media and content customization, order processing and fulfillment, print & web publishing, CD & DVD manufacturing.</p> <ul style="list-style-type: none">• Set strategic direction of client service offerings in ecommerce and content management.• Consulted with clients on: web marketing strategy using personalized sales collateral. Defined client profile information to be used to generate customized presentations and brochures.• Aggressively controlled project scope, managed project timelines, budgets and client expectations. | |

- Projects proposed and delivered included:
 - McGraw-Hill – Enterprise Content Management and automated Web publishing system.
 - ProMarine USA – B2B storefront, complex part search, order processing and fulfillment.
 - Resource Rabbit – Sales collateral manager. This system retrieves user preferences and client profile information to generate customized electronic presentations and brochures.
 - AAA Travel – CRM sales collateral system, instant customized brochures, print-on-demand.

**1999 to 2002 eBusiness Engagement Manager
Tanning Technology and IMRGlobal**

Tanning Technology is an international systems integrator specializing in network infrastructure and channel integration for financial markets and the insurance industry. Proposed and managed eBusiness and Internet infrastructure projects focused on client and user personalization, data mining, and web marketing practices.

Client web engagements proposed and managed:

- Eckerd Pharmacy – Developed eBusiness and web marketing for personalized client web content.
- GEICO – Developed a personalized policyholder web service that uses clients' account history and demographics to customize product literature for cross-sell & up-sell opportunities.
- Hartford Insurance – Integrated 3 tier online claims processing & subrogation with legacy systems
- Citicorp Bank – Designed mortgage and loan payment system; managed sale of loan contracts
- Smith Barney – Developed remote access network infrastructure & wireless PDA financial system
- Medwerks – Created medical insurance clearinghouse, MDs centrally process insurance payments

**1996 to 1999 Director of Network & Customer Support
Utility Partners, Inc.**

Tampa, FL

Utility Partners developed and customized utility company software for scheduling service appointments, assigning and routing mobile workforce (field technicians), and dispatching and coordinating resources during power outages.

- Managed client engagement leads for development of client customizations and standardization of product features.
- Setup client support department to manage UP's growing client and product base. This department:
 - Provided Network and IT management for over 800 customer users
 - Created a 24x7 Helpdesk for Utility dispatch centers and IT departments
 - Developed system and network monitors for real-time client system monitoring
- Received trouble calls & provided live client support for the following applications:
 - MobileUP – Mobile Workforce Dispatcher
 - TroubleUP – Power outage manager
 - Smartnom – Web Gas Auction System for private gas auctions
 - CAS – Customer Appointment and Call Center application

**1987 to 1996 Project Manager: Telecom Software
Verizon / GTE**

Tampa, FL

GTE was an \$8B Telecommunications company and formed the Commercial Services division to customize their telephone business software to sell to other telephone companies internationally.

- Managed large Call center implementations using speech recognition for menu selection and natural language commands.
- Developed project proposals, and provided client pre-sales support.
- Created project plans, managed resources, and set expectations for customer delivery projects.
- Specific projects managed:
 - Mercury Communication – setup Service Bureau to bill their new intelligent network services.
 - PTT Netherlands – managed \$5M inter-carrier billing project for PTT Netherlands
 - Bell Canada – developed Pricing Plan & Table Management system
 - Deutsche Telekom – designed and developed a German billing prototype system.
 - Received GTE personal best award.

**1980 to 1987 Software Engineer / Technical Lead
Digital Equipment Corp.**

Maynard, MA

As Technical Lead, led the development of manufacturing automation and control software. Projects Included:

- Supply Chain, CAD/CAM – Designed system to retrieve parts information from circuit board CAD design. Developed a parts ordering system based on expected volumes.
- Pick & place automation – Automatically program IC insertion machines. Developed system to determine IC insertion order, generate machine instructions, and download program to machine.

As Software Engineer for embedded controllers and video subsystems, designed and developed PDP-11 operating system and device drivers.

- Enhanced high-speed DecNet drivers for Synch, Asynch, and Parallel communications.
- Designed/developed disk firmware and drivers for floppy & Winchester disks.
- Developed and enhanced video controller firmware and layered graphics system for PRO-350.
- Developed Computer Telephony Integration (CTI) product for telephone answering machines.

Technical Tools & Environments:

- Unix, Windows, NT, Microsoft .NET, C#, C/C++, VB, Assembler
- Java, Java script, JSP, IBM Websphere, Microsoft Commerce engine, Blue Martini
- SQL, Oracle, Foxpro, DB2, Crystal Reports, Active-Reports, MQ Series, Tuxedo, Documentum, Interwoven

Certifications & Publications:

- Industry Speaker: Internet Publishing standards (Momentum conference)
- Department of Justice: Proposal for internet forensics technology
- IBM Websphere – Certified ecommerce Solutions Expert

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

- Byte Magazine – Published Network Design articles
- Sync Magazine – Published Programming Techniques and Tutorials
- IEEE SigGraph – Presented ICGS Computer Graphic Standards for IEEE SigGraph conference.
- CMM & PMP – Project management methodologies
- ISO and ANSI – On International ISO and National ANSI Committees for Disk and Media format standards

Ivan Zatkovich - Consulting, Testimony & Publications

Non-litigation consulting work:

The following lists the companies for whom I was employed or for whom have consulted for non-litigation matters for at least the last 5 years.

- eComp Consultants – 2001 - present
- Alcatel – Lucent – 2008 - 2011
- Verisign - 2011
- Smith & Nephew – 2001 - 2002
- Evatone, Inc – 2002 - 2007
- McGraw Hill - 2002 - 2006
- AAA Travel – 2004 - 2005
- Pro Marine – 2005 - 2006
- Wachovia - 2007
- Capitol One – 2007
- Network 1 Security Solutions – 2012 – 2013 – evaluation of call center technologies
- LGreen Deals – 2012 – 2015 – evaluation of technologies and startup companies for investment opportunities
- Vaud Advisors Social Media Technology Funds – 2014 – 2016 – identification and selection of technology startup companies
- 3M Futures South Africa – 2014 – 2016 – Mobile payment authentication
- Logiclink – 2015 – IP evaluation for hotel business kiosks
- Mario Constanze – 2019 – Evaluation of Blockchain and Cryptocurrency technology

Certifications & Publications:

- Industry Speaker: Internet Publishing standards (Momentum conference) – 2006
Publishing high volume content for print and web
- Department of Justice: Proposal for internet forensics technology – 1999
Methods for fingerprinting and detecting copyright material during transmission
- IBM Websphere – Certified ecommerce Solutions Expert - 2000
- Byte Magazine – Published Network Design articles. 1980
- Sync Magazine – Published Programming Techniques and Tutorials 1980-1982
- IEEE SigGraph – Presented ICGS Computer Graphic Standards for IEEE SigGraph conference. 1984
- CMM & PMP – Project management methodologies – 1996 - 1998
- ISO and ANSI – On International ISO and National ANSI Committees for Disk and Media format standards – 1981-1984

Court Testimony Experience:

- Logiclink v. Keylink, CV07-1056-DOC(MLGx) (C.D. Cal.)

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

Patent infringement dispute for the Plaintiff, concerning eCommerce for Kiosks for Hotel Business centers. Bench trial: The judge ruled in favor of and awarded damages to the Plaintiff.
January 2009-February 2009

- 3M Future Africa (PTY) LTD v. The Standard Bank of South Africa LTD, MTN Group Limited and MTN Mobile Money SA (PTY) LTD, Case #: Patent 2002/2337 (South African High Court) Testifying expert patent infringement and patent validity for the Plaintiff for Online Payments Technology. Bench trial: Testified on the stand for 2.5 days (bench trial). The judge ruled in favor of the Plaintiff on all points of contention for both Infringement and Patent Validity and cited the expert's opinion in each ruling.
March 2011 -July 2012
- Kenneth Nkosano Makate v Vodacom, Case number: 08/20980 (SOUTH GAUTENG HIGH COURT, JOHANNESBURG, SOUTH AFRICA)
Testifying Expert with Report and Trial Testimony opining on the viability of Makate's concept idea for the "Buzzing Option" that became the "Please Call Me" product; explain other similar concepts used by other service providers and how other business would reward for such a concept that significantly increase revenue and profit for the company. Technology in this case was Unstructured Supplementary Service Data (USSD) a protocol used by GSM cellular telephones to communicate with service provider's computers. USSD can be used for WAP browsing, prepaid callback service, mobile-money services, location-based content services, menu-based information services, and as part of configuring the phone on the network. The judge ruled that Makate should be granted an arbitration hearing to receive compensation for his invention.
May 2013 – August 2013
- Black Hills Media, LLC v. Samsung, et al. INV# 337-TA-882 [ITC case]
Samsung, LG, Panasonic, Toshiba, Sharp
Testifying Expert on infringement and patent validity for the plaintiff, regarding media streaming, playlists, and geolocation technology. Testified at the ITC hearing. The ITC administrative judges ruled that the accused products did meet the limitation of the claims, but where not in an infringing state at the time of importation.
July 2014-October 2016
- CertusView v. Se&N, 2:13-cv-346 (MSD) (LRL) (Virginia)
Testifying Expert regarding geolocation. U.S. PATENT # 8,265,344, 8,290,204, 8,340,359, 8,407,001, AND 8,532,341. Testifying Expert in inequitable conduct trial concerning impact of undisclosed prior art.
March 2014-March 2016

Case History:

The following is a list of matters in which I have testified and/or provided expert services (the underlined party identifies which party I was retained by), including all such matters where I have provided written or oral testimony in the past five years.

- Zamora v. CBS Radio et.al. 09-20940-CIV-MORENO (S.D. FL 2010) (settled 2010)
Last.fm, Ltd., CBS Radio, Inc., CBS Corp., Slacker, Inc., Pandora Media, Inc., Rhapsody America LLC, Realnetworks, Inc., DKCM, Inc., AOL, LLC, Accuradio, LLC, Yahoo! Inc. and Soundpedia, Inc.
Expert for Plaintiff on Patent Infringement for Internet Radio Technology. Provided expert report and deposition regarding the use of streaming media and Web Radio players.
January 2010-March 2010
- Nuance v. Tellme (a Microsoft subsidiary) C.A. No. 06-105-slz (S.D. Del 2009) (settled 2010)
Expert for Defendant on Speech Recognition software. Provided expert report and deposition on non-infringement and invalidity for speech recognition used in automated phone directories.

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

May 2009 – August 2010

- *Ronald A. Katz v. DHL Express*, 2:2007 CV 02192 (N.D. Cal.)

Patent infringement dispute concerning call processing center and call routing patents. Developed non-infringement reports and deposed.

March 2012 – January 2012

- *Ronald A. Katz v. Cox Communications*, 2:2007 CV 02299 (N.D. Cal.)

Patent infringement dispute concerning call processing center and call routing patents. Developed non-infringement reports and deposed.

- *Ronald A. Katz v. Earthlink*, 2:2007 CV 02325 (N.D. Cal.). Patent infringement dispute concerning call processing center and call routing patents. Developed non-infringement reports and deposed.

July 2012 – August 2012

- *Ronald A. Katz v. Fifth Third Bank*, 2:2007 CV 04960 (N.D. Cal.)

Patent infringement dispute concerning call processing center and call routing patents. Developed non-infringement reports and deposed.

January 2009-August 2010

- *Ronald A. Katz v. Huntington National Bank*, 2:2007 CV 04960 (N.D. Cal.)

Patent infringement dispute concerning call processing center and call routing patents. Developed non-infringement reports and deposed.

January 2009 – November 2009

- *Ronald A. Katz v. Echostar*, 2:2007 CV 06222 (N.D. Cal.) (pending)

Patent infringement dispute concerning call processing center and call routing patents. Developed non-infringement reports and deposed.

January 2009 – July 2012

- *Logiclink v. Keylink*, CV07-1056-DOC(MLGx) (C.D. Cal.)

Patent infringement dispute concerning eCommerce for Kiosks for Hotel Business centers. Developed infringement report and invalidity rebuttal report. Trial Testimony.

January 2009 – February 2009

- *eBay v. IDT corp*, IDT 4:08-cv-4015-HFB (W.D. Ark) (settled 2010)

Patent infringement. Perform analysis of Voice Over IP providers and prior art candidates; provide non-infringement (suit) and infringement (counter suit) expert reports.

March 2010 – June 2010

- *i2 Technologies, Inc. v. Oracle Corporation*, 6:09-CV-194-LED (E.D. Tex)

Patent infringement, testifying expert for Supply Chain Management software, Manufacturing Automation, and Sales projection system software. Provide infringement and Invalidity rebuttal.

May 2010 – March 2011

- *IslandIP Inc. v. Deutsche Bank Corporation*, 1:09-cv-04673-VM (S.D. NY)

Patent infringement, testifying expert for Financial Transaction, Omnibus account consolidation and settlement for Banks and Broker Dealers. Provide infringement and Invalidity rebuttal reports.

September 2009 – February 2012

- *3M Future Africa (PTY) LTD v. The Standard Bank of South Africa LTD, MTN Group Limited and MTN Mobile Money SA (PTY) LTD*, Case #: Patent 2002/2337 (South African High Court)

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

Patent infringement, testifying expert for Online Payments Security. Provide infringement, validity and trial support.

March 2011-July 2012

- Cohen v. US, 07-154-C (U.S. District Court of Federal Claims)

Copyright infringement testifying expert for Cohen. US Government FEMA distributed copy righted documents without Cohen's knowledge or approval. Provide expert report, damages and deposition.

June 2009 – February 2011

- SFA v. 1-800-Flowers, et.al., 6:2009-cv-00340-LED (E.D. Tex)

- SFA v. Barnes & Noble, et.al., 6:2011-cv-00399-LED (E.D. Tex)

1-800-Flowers.com, Inc., The Plow & Hearth, Inc., including D/B/A Wind & Weather, Inc.

The Popcorn Factory, Inc., Winetasting Network, Inc., The Children's Group, Inc.,

Problem Solvers, Inc., Barnes & Noble, Inc., Barnesandnoble.com LLC, Blockbuster, Inc.,

BUILD-A-BEAR WORKSHOP, INC., CDW Corporation

GameStop, Corp., GameStop, Inc., GameStop.com, Inc., Gander Mountain Company,

Overton's, Inc., J & R Electronics, Inc., Newegg, Inc., Newegg.com, Inc.

Northern Tool & Equipment Company, Inc., Northern Tool and Equipment Catalog Co.

Office Depot, Inc., Omaha Steaks International, Inc., OmahaSteaks.com, Inc.

The Timberland Company, Tupperware Brands Corporation, Tupperware.com, Inc.

Patent infringement, for Computerized Sales Force Automation System. Testifying expert for joint invalidity (9 defendants) and non-infringement (5 defendants).

May 2011 – October 2011

- Bloom v. Intuitive, 06 CV 6301 (S.D. NY)

Software contract dispute, testifying expert concerning Document Management and Publishing for Pharmaceuticals and Regulatory agencies. Comparison of product features and software reuse.

January 2009 – April 2010

- Dallal v. New York Times, 1:2003-cv-10065 (S.D. NY) (settled 2008)

Testifying Expert, Deposition, for Web Copyright. Provided expertise in standard media publishing practices, content licensing, and web content customization.

January 2009 – April 2010

- Bear Creek Technologies v. Verizon Services Corp., 1:11-cv-00880-TSE -JFA (E.D. Virginia)

Testifying Expert, provided infringement and invalidity of VoIP related patents.

October 2011 – March 2012

- Cequint v. Apple, 1:2011-cv-01224 (Wilmington) (pending)

Testifying Expert. Performed code review of Cequint's City ID Software product to determine if and how they are practicing the key limitations of the patents-in-suit focused on Caller ID, CND Messages, City, State lookups, WAP interfaces, Database synchronicity (automatic update of database), Display of incoming caller information and Call Answer and set-up code.

July 2012 – August 2012

- Tel-tron Corporation v. Stanley Security Solutions d/b/a Stanley Healthcare Solutions, 6:2011-cv-01448 (M.D. Florida)

Testifying Expert regarding network systems for displaying data relating to emergency call systems.

August 2012

- Microsoft v 5R Processors, LTD. and Thomas Drake, 3:12-cv-00263-slc, (W.D. Wisconsin)

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

Testifying Expert. Evaluate the Microsoft Windows Professional XP OEM Licensing Agreement and Microsoft Refurbished PC Licensing Guidelines and opine on 5R adherence.
July 2012 – August 2012

• Walker Digital, LLC v. Fandango, Inc., et al., 1:11-cv-00313-SLR (Delaware)

Facebook Inc., Fandango, Inc., Expedia, Inc., Amazon.com, Inc., American Airlines, Inc., eBay Inc., and Zappos.com, Inc.

Testifying Expert regarding e-commerce, shopping carts, e-marketing, and the promotion of financial products such as credit and debit cards for retail, business-to-business (“B2B”), and financial industries. Provided Infringement (Amazon, Expedia, Zappos) Reports and Invalidity Rebuttal Report.
December 2011 - June 2013

• Trialcard v. P.S.K.W. & Associates, 3:11-cv-05693-FLW-TJB (New Jersey)

Testifying Expert for patent re-exam concerning eCommerce technology based on a method of dispensing, tracking, and managing pharmaceutical products by communicatively linking prescribers and pharmacies to a central computing system
August 2012 – October 2012

• Catalina Marketing Corporation v. Coupons, Inc., JAMS Reference No. 11000654507 (San Francisco)

Testifying Expert to analyze the following Coupons systems, Microsite System & Brandcaster™ System and determine if either system is an “Infringing Capable System”. Provided Expert Report and Mediation Trial support.
September 2012 – November 2012

• Soverain v. Euromarket Design, et al. 6:12-cv-00145-LED (E.D. Texas) (pending)

Testifying Expert regarding e-commerce systems/online shopping carts technology.
December 2012 – January 2013

• e-LYNXX Corporation v. InnerWorkings, Inc., et al. 1:10-CV-2535 (M.D. PA)

InnerWorkings, Standard Register, Cirqit.com and R.R. Donnelley & Sons Co.

Testifying Expert regarding supply chain, custom print jobs, matching job requirements to vendors technology. Provided Infringement, Invalidity and Non-Infringement Rebuttal Reports and deposition.
March 2012 – May 2013

• Joao Bock Transaction Services v. USAmeribank, et al., 8:11-cv-00887-MSS-TGW (Tampa)

USAmeribank, Everbank and BankFirst

Testifying Expert regarding secure transactions on electronic financial accounts.
March 2013 - May 2013

• Lodsys v. Brother Intl Group et al., 2:11-cv-90(JRG) (E.D. Texas)

Brother Intl Corp, Canon U.S.A., Inc., Hewlett-Packard Company, Hulu, LLC, Lenovo (United States) Inc.

Lexmark International, Inc., Motorola Mobility, Inc., Novell, Inc., Samsung Electronics Co., LTD.,

Samsung Electronics America, Inc., Samsung Telecommunications America, LLC, Trend Micro Incorporated

Testifying Expert regarding interactive media enabling CRM technology. Provided Invalidity Rebuttal Reports and deposition testimony
April 2013 – October 2013.

• Progressive v. State Farm, et al. CBM2012-00003, CBM2013-00004

State Farm Insurance, Hartford Insurance, Liberty Mutual Insurance, Safeco Insurance, Ohio Casualty Insurance, Open Seas Solutions, Octo Telematics

Testifying Expert regarding e-Commerce and vehicle telematics systems. Provided Patent Re-exam Declarations.
March 2013 – February 2014

- *Black Hills Media, LLC v. Samsung, et al.* INV# 337-TA-882 [ITC case]
Samsung, LG, Panasonic, Toshiba, Sharp
Testifying Expert regarding Google Latitude running on smartphones and smart phones running software which can direct the streaming of content between, for example, a laptop and a TV or Blu-ray player. Providing device analysis and code review, Infringement Reports and Rebuttal Reports.
July 2014 – October 2016
- *Rembrandt Social Media, LP v. Facebook, Inc. and ADDTHIS, Inc.*, 1:13cv158 (TSE/TRJ) (Virginia)
Testifying Expert regarding social media user content and 3rd party interaction -the diary page and "Like" feature. Provided Non-Infringement Report and deposition.
May 2013 – June 2014
- *Indacon, Inc v. Facebook, Inc.* 5:130cv966-OLG (TX)
Testifying Expert regarding automated creation of user-defined hyperlinks in a database. Provided Non-Infringement Report and deposition.
March 2014 – August 2014
- *GeoTag, Inc v. Frontier Communications Corp. et al.* 2:10-cv-00265 (TX) [Multiple cases]
Macy's, Genesco, AGCO Corp., The Rockport Company, LLC., Hennes & Mauritz LP (H&M), Gander Mountain Company, Godiva Chocolatier, DSW, National Interlock Systems
Testifying Expert regarding e-Commerce, Geo location, store locator-based technology. Provided Non-Infringement Reports for multiple defendants.
July 2013 – January 2014
- *CareerFairs.com v. United Business Media, LLC, et al.*, 11-20329-CIV-KING (S.D. Florida)
Testifying Expert regarding videoconferencing, virtual career fairs technology.
June 2012
- *Transauction LLC v. eBay Patent 7343339* 3:2009cv03705 (N.D. CA)
Expert regarding computerized electronic auction payment systems.
May 2010 – June 2010
- *Ameranth v. Six Continents Hotels*, 09-CV3819 (GA)
Testifying Expert regarding Internet Advertising & Website Technology. Expert Report and deposition.
March 2010 – June 2010
- *Carolina Power & Light Company v. Aspect Software* 5:08-cv-00449-BO (E.D. NC)
Testifying Expert in telecommunications technology.
October 2009 – December 2009
- *Dominion v. Aspect Software*, 3:08-cv-00737-REP (Virginia)
Testifying Expert in telecommunications and IVR call processing. Provided expert declaration and testimony.
June 2009
- *ComplementSoft v. SAS Institute*, 12-C-7372 (N.D. IL)
Expert regarding software development tools, database manipulation, SAS programming.
March 2013-February 2015
- *Moritz v. Google*, 10-cv-01240-RSL (Seattle)
Expert regarding use of deep search methodology. Claim Construction support.
August 2011 – September 2011

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

- Media Rights Technologies v. Capital One, et al., 1:13cv476-AJT/TRJ (Virginia)
Expert regarding secure internet Banking System technology USPatent# 7316033.
August 2013 – January 2014
- CertusView v. Se@N, 2:13-cv-346 (MSD) (LRL) (Virginia)
Testifying Expert regarding geolocation. U.S. PATENT # 8,265,344, 8,290,204, 8,340,359, 8,407,001, AND 8,532,341. MARCH 2014-DECEMBER 2014
- Bright Edge v SearchMetrics, 3:14cv-01009 (San Francisco)
Testifying Expert regarding search optimization, USPatent# 8478700, USPatent# 8478746.
July 2014 – November 2014
- Black Hills Media, LLC v. Sonos, 2:14-CV-00486 SJO (PJWx) (California Western Division)
Testifying Expert regarding delivery of stored and streaming audio content over wide-area and local area networks. U.S. PATENT # 6,757,517, 7,236,739, 7,742,740 and 6,826,283
July 2014 – October 2016
- Yamaha Corp of America v. Black Hills Media, LLC, IPR2013-00593, IPR2013-00594, (PTO)
Testifying Expert regarding software which can direct the streaming of content between devices, for example, a laptop and a TV or Blu-ray player. Providing Inter Parties Review Declaration Reports. U.S. PATENT # 8,050,652, 8,045,952
July 2014 – August 2014
- Samsung Electronics, et al. v. Black Hills Media, LLC, IPR2014-00737, IPR2015-00334, IPR2014-00740, IPR2015-00340, IPR2014-00735 (PTO)
Testifying Expert regarding software which can direct the streaming of content between devices, for example, a laptop and a TV or Blu-ray player. Providing Inter Parties Review Declaration Reports. U.S. PATENT # 8,050,652, 8,045,952, 6,618,593
July 2014-October 2016
- GT Nexus v Intrta, Inc., 4:11-cv-02145-SBA (California Northern Division)
Testifying Expert regarding networks & systems used for logistics management. Provided Declaration for CBM petitions. U.S. Patent No. 7,761,387, 7,752,142, 7,827,119, 7,756,794
January 2015 – Sept 2016
- MyKey Technology, Inc. v. Intelligent Computer Solutions, Inc., 2:13-ml-02461-AG (PLAx) MDL NO. 2461 (Central California Southern Division)
Testifying Expert regarding hard drives and other mass storage devices, how to access "hidden" storage and cleaning a disk. Provided Validity Rebuttal and MSJ Declaration. U.S. Patent No. 6,813,682, 7,228,379
March 2015 – June 2015
- Biosignia Inc. v. Life Line Systems, 1:12-cv-01129-UA-JEP (MDL NC)
Testifying Expert regarding Contract Dispute concerning Health Risk Assessment System.
July 2015 – January 2016
- Kenneth Nkosano Makate v Vodacom, Case number: 08/20980 (SOUTH GAUTENG HIGH COURT, JOHANNESBURG, SOUTH AFRICA)
Testifying Expert with Report and Trial Testimony opining on the viability of Makate's concept idea for the "Buzzing Option" that became the "Please Call Me" product; explain other similar concepts used by other service providers and how other business would reward for such a concept that significantly increase revenue and profit for the company. Technology in this case was Unstructured Supplementary

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

Service Data (USSD) a protocol used by GSM cellular telephones to communicate with service provider's computers. USSD can be used for WAP browsing, prepaid callback service, mobile-money services, location-based content services, menu-based information services, and as part of configuring the phone on the network.

May 2013 – August 2013

- *Parus Holdings, Inc. v. Airtran Airways, Inc., et al.*, 8:11-cv-01685 (MDL FL)

Testifying Expert regarding expertise in voice recognition, isolated word recognition, natural speech recognition, unified messaging systems, interactive voice response systems, and travel reservation systems for invalidity analysis report. Provided invalidity report.

March 2012 – June 2012

- *Versata Software, Inc. et al. v. Callidus Software Inc.*, C.A. No. 1:10-cv-00781-SLR (Delaware)

- *Versata Software, Inc. et al. v. Callidus Software Inc.*, C.A. No. 1:12-cv-00931-SLR (Delaware)

Testifying Expert regarding expertise in sales force automation, workflow analysis, process automation, event management and detection, rules-based systems. Provided analysis for infringement report.

August 2014 – November 2014

- *BuySafe v. Google*, 3:13-cv-00781-HEH (Richmond, VA)

Testifying Expert regarding patent litigation concerning eCommerce specifically to determining the efficacy (effectiveness, strength, success, etc.) of offers that are related to online transactions. The efficacy is determined based on a user's actions in the online environment.

May 2014 – September 2014

- *Phoenix v. General Motors*, 2:13-cv-1093 (ED Texas)

Testifying Expert regarding patent litigation concerning US Patent 5,987,434 - Apparatus and method for transacting marketing and sales of financial products, US Patent 7,890,366 - Personalized communication documents, system and method for preparing same, US Patent 8,352,317 - System for facilitating production of variable offer communications.

May 2015 – August 2015

- *Macropoint v. FourKites*, 1:15-cv-01002 (ND Ohio)

Testifying Expert regarding patent litigation concerning U.S. Pat. Nos. 8,604,943, 9,070,295, 9,082,097, 9,082,098, and 9,087,313. At a very high level, the patents are directed to methods and systems for monitoring and tracking the location of a vehicle or freight in transit. Evaluated the claims of the asserted patents to opine on whether the claims are: 1) directed to an abstract idea, and 2) in the event the court would find the claims directed to an abstract idea, how the limitations of the claims transform that abstract idea into patentable subject matter based on the Supreme Court Alice decision being barely a year old.

August 2015 – September 2015

- *Macropoint, LLC v. Ruiz Food Products, Inc.*, 6:13-cv-1133-RSW-KNM (E.D. of Texas Tyler Division)

Testifying Expert regarding patent litigation.

October 2017 – May 2018

- *Longitude v. Apple*, 3:14-cv-04275 (San Francisco)

Testifying Expert regarding patent litigation concerning Flash Memory Technology. Provided claim construction support.

April 2015 – February 2016

- *Global Tel Link Corp. v. Securus Technologies, Inc.*, CBM2015-00145 (US PTAB)

Testifying Expert regarding a CBM concerning the 7,860,222-patent titled "Systems and Methods for Acquiring, Accessing, and Analyzing Investigative Information," generally directed to acquiring,

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

accessing, and analyzing investigative information or phone call monitoring using speech recognition/transcription of inmates within a jail.
October 2015 - December 2015

• *Global Tel Link Corp. v. Securus Technologies, Inc.*, IPR2015-01222 (US PTAB)
Testifying Expert regarding an IRP concerning the patent 8,750,486 titled “Call Center for offering goods and services to an inmate population,” generally directed to acquiring, accessing, and analyzing investigative information or phone call monitoring using speech recognition/transcription of inmates within a jail.
January 2016 – May 2016

• *Global Tel Link Corp. v. Securus Technologies, Inc.*, IPR2015-01225 (US PTAB)
Testifying Expert regarding an IRP concerning the patent 8,886,663 titled “Multi-party Conversational analyzer and logger,” generally directed to acquiring, accessing, and analyzing investigative information or phone call monitoring using speech recognition/transcription of inmates within a jail.
January 2016 – June 2016

• *CaptionCall v. Ultratec, Inc.*, IPR2015-01355 (5,974,116), IPR2015-01357 (6,934,366), IPR2015-01358 (7,006,604), IPR2015-01359 (6,493,426), IPR2015-00636 (8,917,822), IPR2015-00637 (8,908,838) (US PTAB)
Testifying Expert regarding IPRs concerning call routing/switching that happens when a deaf or hearing-impaired individual makes a phone call.
October 2015 -March 2017

• *Centrak, Inc. v. Sonitor Technologies, Inc.*, 14-183-RGA (Delaware)
Testifying Expert regarding patent litigation concerning an application on a smart phone which allows a person to walk into a hospital, have infrastructure pick up patient information and send it to say, an MRI office, so office is ready for the patient when patient arrives. Expertise in low energy blue tooth and way finding and Ultrasonic Tags communicate with Stations. Provided infringement report and invalidity rebuttal.
February 2016 – May 2018

• *Intellectual Ventures II LLC v. T-Mobile USA, Inc., et al.*, C.A. No. 13-1633-LPS (D. Del.);
Intellectual Ventures II LLC v. Nextel Operations, et al., (on behalf of Sprint) C.A. No. 13-1635-LPS (D. Del.);
Testifying Expert regarding non-infringement of US Patent No. 6,115,737 and the 5,339,352 concerning accessing customer contact services over a network and a Directory assistance call completion via mobile systems.
March 2016 – October 2016

• *Askeladden LLC v. N5 Technologies LLC* IPR2017 – 7,197,297;
Testifying Expert regarding IPR of US Patent No. 7,197,297 concerning mobile messaging and authentication of mobile device users.
September 2016 – January 2018

• *Askeladden LLC v. Verify Smart Corp.* IPR2017 – 8,285,648;
Testifying Expert regarding IPR of US Patent No. 8,285,648 concerning electronic transactions and authentication of customers using mobile devices.
November 2016 – February 2018

• *Askeladden LLC v. Digital Verification*
Testifying Expert regarding patent litigation.
December 2017 – March 2018

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

- Infinity Computer Products, Inc. v. Toshiba America Business Solutions, Inc., 2:12-cv-06796-NIQA (E.D. of Pennsylvania)
Testifying Expert.
November 2017 – May 2018
- IXI Mobile (R&D) LTD. and IXI IP, LLC v. Blackberry Limited, et al., 2:15-cv-01883-JRG-RSP (E.D. of Texas Marshall Division)
Testifying Expert.
July 2016 – October 2016
- Financial Information Technology v. Mark Lopez, 8-15-cv-02784-T-30AEP (D.C. of Middle Florida)
Testifying Expert.
November 2016 – May 2017
- Financial Information Technology v. iControl Systems, 8:2015-cv-00190 (D.C. of Middle Florida)
Testifying Expert.
January 2018 -- current
- Alexsam, Inc. v. Green Dot Corporation, Next Estate Communications, Inc., and Does 1 through 10, inclusive, Case No 2:15-cv-05742 CAS(PLAx) (C.D. of California Western Division)
Testifying Expert.
January 2017 – July 2017
- Wex Health, Inc., v. Alexsam, Inc., Case No 2:17-cv-00733-RWS-RSP (E.D. of Texas Marshall Division)
Testifying Expert.
May 2018 – January 2019
- Bank of the West v. Trisport.com L.L.C., and Seton Claggett and Deborah Claggett, Case No C20131286 (Superior Court of Arizona)
Testifying Expert.
November 2016 – May 2017
- Noble Systems Corp. v. Kabbage, Inc.
Testifying Expert.
November 2016 – February 2017
- ComplementSoft LLC v. SAS Institute Inc., 1:2012-cv-07372 (D.C. of Northern Illinois)
Testifying Expert.
April 2013 – February 2015
- Intellectual Ventures II LLC v. T-Mobile USA, Inc., et al, C.A No 13-1635-LPS; Intellectual Ventures II LLC v. Nextel Operations, et al, C.A No 13-1635-LPS; Intellectual Ventures II LLC v. United States Cellular Corp., C.A No 13-1637-LPS (District of Delaware)
Testifying Expert.
March 2016 – November 2016
- ConnectSoft, Inc. v. NEEO Inc., Case No. 2:16-cv-00548-JRG (E.D. of Texas Marshall Division)
Testifying Expert.
January 2017
- LiverPerson, Inc. v. 24/7 Customer, Inc., Case No. 3:17-cv-01268-JST (Northern District Court of California); 1:14-cv-01559-RWS (Southern District of New York)
Testifying Expert.

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

March 2018 - Current

- *Google LLC v. Performance Price Holdings, LLC and its affiliates (PPH)*, 1:15-cv-09712-LGS (New York Southern District Court) – 0:2018bcaag01189; 0:2018bcaag01191 (U.S. Court of Appeals, Federal Circuit - CBM2016-00050 for Patent No. 8,799,059, CBM2016-00049 for Patent No. 7,089,195
Testifying Expert.
October 2015 – March 2017

- *Free Stream Media Corp. d/b/a Samba TV v. Alphonso, Inc.*, 3:17-cv-02107 (California Northern District Court)
Testifying Expert
February 2017 – October 2018

- *TicketNetwork, Inc. et al. v. CEATS, Inc.*, Case Nos. IPR2018-0024 and IPR2018-00245 (PTO);
Testifying Expert regarding patent litigation
September 2018 – December 2018

- *CG Technology Development, LLC et al v. DraftKings, Inc.*, Case No. 2:16-cv-00781;
CG Technology Development, LLC et al v. FanDuel, Inc.; Case No. 2:16-cv-00801;
CG Technology Development, LLC et al. v. 888 Holdings PLC, Case No. 2:16-cv-00856;
CG Technology Development, LLC et al v. Big Fish Games, Inc., Case No. 2:16-cv-00857;
CG Technology Development, LLC et al v. Double Down Interactive, LLC, Case No: 2:16-cv-00858;
CG Technology Development, LLC et al v. Zynga, Inc., Case No: 2:16-cv-00859;
CG Technology Development, LLC et al v. Bwin.Party Digital Entertainment, PPLC et al, Case No: 2:16-cv-00871 (Nevada District Court);
Testifying expert on network gaming, gaming interfaces, and wagering strategies. Performed code reviews and infringement contentions for all defendants.
June 2017 - Current

- *Great West Casualty Company, Bitco General Insurance Corporation and Bitco National Insurance Company v. Intellectual Ventures II, LLC.*, Case NO. IPR2015-01706, U.S. Patent 7,516,177
April 2019 - Current

- *Uniloc v Autodesk*, 2-15-cv-01187 (ED Texas)
Consulting Expert regarding non infringement of US Patent No 7783,523 & 8,515,820 concerning systems that facilitated the pricing of construction projects.
February 2017 – July 2017

- *Bellsouth v American Infoage*, Sago Data Center (Atlanta)
Consulting Expert regarding contract dispute where Bellsouth claims they are entitled to easement / free space and power in Sago Data Center. Providing consulting expertise on telecommunication acts, and LEC / CLEC regulation and Data Center practices.
August 2015

- *Kashless v BuyWithMe*, 2:11-cv-00293-MJP (Seattle)
Consulting Expert regarding eCommerce Coupon Pricing - 6 Patents involved
August 2011

- *Karamelion, LLC. v. AT&T Digital Life, Inc.*, Case No. 2:18-cv-331-JRG (E.D. Tex.)
Current

- *Rpost Holdings, Inc et al v. DocuSign, Inc.*, Case No: 2:12-cv-00683-JRG (E.D. Tex.)

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

January 2019

- *Paid Easy Corp. d/b/a Paideasy v. Mastercard International Incorporated d/b/a Mastercard*, Index No: 63152/2017 (Supreme Court of New York County of Westchester)
March 2019
- *International Business Machines Corporation (IBM) v. Expedia, Inc.*, Case No: 1:2017-cv-01875-LPS-CJB (Delaware District Court)
May 2019 - Current
- *irth Solutions, LLC v. Apex Data Solutions and Service, LLC et al*, Case No: 6:2018-cv-06884 (New York Western District Court)
May 2019 - Current
- *CG Technology v. William Hill U.S. Holdco, Inc. and Brandy Wine Bookmaking LLC*, Case No: 1:18-cv-00533 (Delaware District Court)
April 2019 – hold
- *Microchip Technology Inc., v. Delphi Automotive Systems, LLC*, Case No: 17-01194-LPS-CJB (Delaware District Court)
February 2018 - current
- *Uniloc USA, Inc. et al. v. Motorola Mobility, LLC*, Case No: 17-1658 (Delaware District Court)
October 2018 – January 2019
- *Ubiquitous Connectivity LP v. TXU Energy Retail Company, LLC*, Case No: 3:2018-02084 (Texas Northern District Court)
October 2018 - current
- *Digital Media Technologies, Inc. v. Amazon.com, Inc.*, Case No: 0:2017cvpri02409; *Digital Media Technologies, Inc. v. Hulu, LLC*, Case No: 0:2017cvpri02410; *Digital Media Technologies, Inc. v. Netflix, Inc.*, Case No: 0:2017cvpri02408 (U.S. Court of Appeals, Federal Circuit)
March 2018 - current
- *Implicit, LLC v. Sandvine Corporation*, Case No: 2:2018-cv-00054; *Implicit, LLC v. NETScout Systems, Inc.*, Case No: 2:2018-cv-00053 (Texas Eastern District Court)
October 2018
- *Alexsam, Inc. v. Mastercard International Inc.* Case No: 1:2015-cv-02799 (New York Eastern District Court)
January 2017- Current
- *SiteLock LLC v. Comodo Holdings Limited et al.*, Case No: 2:2017cv-04080 (Arizona District Court)
July 2018 – Sept 2018
- *Tamabo, Inc. v. Koninklijke Philips N.V.*, Case No: 2:2017-cv-00750 (Texas Eastern District Court)
June 2018 – September 2018
- *Energy Intelligence Group, Inc. et al v. Mizuho Bank, Ltd*, Case No: 1:17-cv-01508 (Texas Southern District Court)
July 2018 -August 2018
- *Keynetik, Inc v. Samsung Electronics Co., Ltd and Samsung Electronics America, Inc.*, Case No: 2:2017cv02794 (New Jersey District Court)

Curriculum Vitae: Ivan Zatkovich

Senior Consultant – eComp Consultants

September 2017 – June 2018

- *Edible International, LLC et al v. Google, LLC*, Case No: 3:2018-cv-00216 (Connecticut District Court)
May 2018
- *Re/Max, LLC v. Quicken Loans, Inc.*, Case No: 1:16-cv-02357 (Colorado District Court)
May 2018
- *Fantasy Interactive Inc. v. HTC Corporation*, Case No: 2:2016-cv-01720 (Washington Western District Court)
January 2018 – April 2018
- *AGR Group, LLC v. Noble Systems Corp.*, Case No: 8:16-cv-03406 (Florida Middle District Court)
December 2016 – May 2017
- *Paysys International, Inc v. Atos Se, et al cases.* Case No: 1:2014-cv-10105) New York Southern District Court)
July 2016 – April 2017
- *IBM v. Amazon.com.* Case No: 9:06CV242 Eastern District of Texas
May 2019 - Current