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Attorneys for Plaintiff
WinView IP Holdings, LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

WINVIEW IP HOLDINGS, LLC, a Delaware corporation, Plaintiff, v. DRAFTKINGS INC., a Nevada corporation, DRAFTKINGS INC., a Delaware corporation, and CROWN GAMING INC., a Delaware corporation, Defendants.	Civil Action No. 21-cv-13405-GC-JTQ **WINVIEW IP HOLDINGS, LLC'S THIRD AMENDED COMPLAINT FOR PATENT INFRINGEMENT** **DEMAND FOR JURY TRIAL**

L. CIV. R. 10.1 STATEMENT

The address of Plaintiff WinView IP Holdings, LLC ("WinView") is 7804-C Fairview Road, Suite 207 Charlotte, North Carolina 28226.

The address of Defendants DraftKings Inc., a Nevada corporation ("DraftKings NV"), DK Crown Holdings Inc. ("DK Crown," formerly known as DraftKings Inc., a Delaware corporation), and Crown Gaming Inc., a Delaware corporation ("Crown Gaming") is 111 River Street, Hoboken, New Jersey 07030, with additional locations in New Jersey as set forth herein.

Hereinafter, DraftKings NV, DK Crown, and Crown Gaming will be collectively referred to as "Defendants" or "DraftKings."

WinView, by and through its undersigned counsel, complains against DraftKings and alleges as follows:

1. WinView is seeking to protect its valuable intellectual property from DraftKings' ongoing willful infringement. WinView developed and patented novel technology that transformed various aspects of online and mobile gaming, including daily fantasy games, live sports betting, and online casino games, also known as iGaming. On multiple occasions, WinView contacted DraftKings to notify it about WinView's patented technology and unique sports skill-based platform, discuss potential partnerships, and attempt to engage DraftKings in a partnership or investment which would exploit WinView's patents and its paid-entry sports betting games of skill. DraftKings chose to willfully infringe WinView's patents rather than partner with WinView, necessitating this action.

NATURE OF THIS ACTION

2. This is an action for patent infringement arising under 28 U.S.C. § 1331 and the United States Patent Act, 35 U.S.C. § 100 *et seq*. WinView seeks damages and other relief from DraftKings for its willful infringement of WinView's asserted patents by its gaming offerings and related mobile applications.

THE PARTIES

3. Plaintiff WinView is a limited liability company duly organized and existing under the laws of the State of Delaware. WinView is located at 7804-C Fairview Road, Suite 207 Charlotte, North Carolina 28226. WinView is a wholly owned subsidiary of WinView Technology Inc., a corporation organized and existing under the laws of Delaware, headquartered at 7804-C Fairview Road, Suite 207 Charlotte, North Carolina 28226. WinView

Technology, Inc. offers proprietary application platform features including ultra-low latency streaming. Ex. 10 at 2 (https://winviewtechnology.com/about/).

4. WinView obtained the Asserted Patents from former Plaintiff WinView Inc. Pursuant to a stipulation between WinView and DraftKings, WinView substituted into this case for WinView Inc. as the Plaintiff in this action. Dkt. 83.

5. WinView's patent portfolio includes leading technological innovations in mobile gaming and interactive television, covering various aspects of immersive live sports betting and viewing. WinView's technologies enable the creation of an online and mobile environment that enhances the sports viewing and gaming experience, making it more engaging and more exciting for customers, while eliminating unfair competitive advantages. Its technologies enable technical advances which increase DraftKings' customer base and wagering opportunities and enable compliance with state and federal gaming and Daily Fantasy rules and regulations. Using WinView's patented technology, sports fans across the country can watch sports on television, enter contests, and compete against other fans as the action unfolds, winning cash and other prizes utilizing any Internet-connected device.

6. WinView's extensive portfolio of United States patents includes U.S. Patent Nos. 10,721,543, and 10,806,988 (collectively, the "Asserted Patents"). WinView is the owner by assignment of all rights, title, and interest in the Asserted Patents.

7. DraftKings is a digital sports entertainment and gaming company. DraftKings provides users with daily fantasy sports, online sports betting, and casino-style gambling offerings. DraftKings is also involved in the design, development, and licensing of sports betting and casino gaming software for online and retail sportsbook and casino gaming products. For example, DraftKings offers DraftKings Sportsbook online at sportsbook.draftkings.com and a

DraftKings Sportsbook application for mobile devices. DraftKings also offers Daily Fantasy Sports online at draftkings.com and a DraftKings Daily Fantasy Sports application for mobile devices. DraftKings has provided and continues to provide websites and related software, products, and services that infringe the Asserted Patents without authorization from WinView.

8. DraftKings operates and does business under the names "DraftKings" and "DraftKings Sportsbook at Resorts Casino." *See* Ex. 11 (Petition Continue To Conduct Internet Gaming And Sports Wagering In NJ) (listing Resorts Casino Hotel and Crown NJ Gaming Inc. parties to the PRN 0582404 agreement for casino service industry licensure) and Ex. 12 (DraftKings Sportsbook at Resorts marketing page). Crown Gaming provides sports betting services solely for DraftKings offerings. Specifically, Crown Gaming operates sports and other betting games for DraftKings, through electronic, interactive, and technological means (including the Internet).

9. DraftKings NV is a corporation duly organized and existing under the laws of the State of Nevada, having executive offices at 222 Berkeley Street, Boston, Massachusetts 02116, and having regular and established places of business at 221 River Street, Hoboken, New Jersey 07030, 111 River Street, Hoboken, New Jersey 07030, and 1133 Boardwalk, Atlantic City, New Jersey 08401.

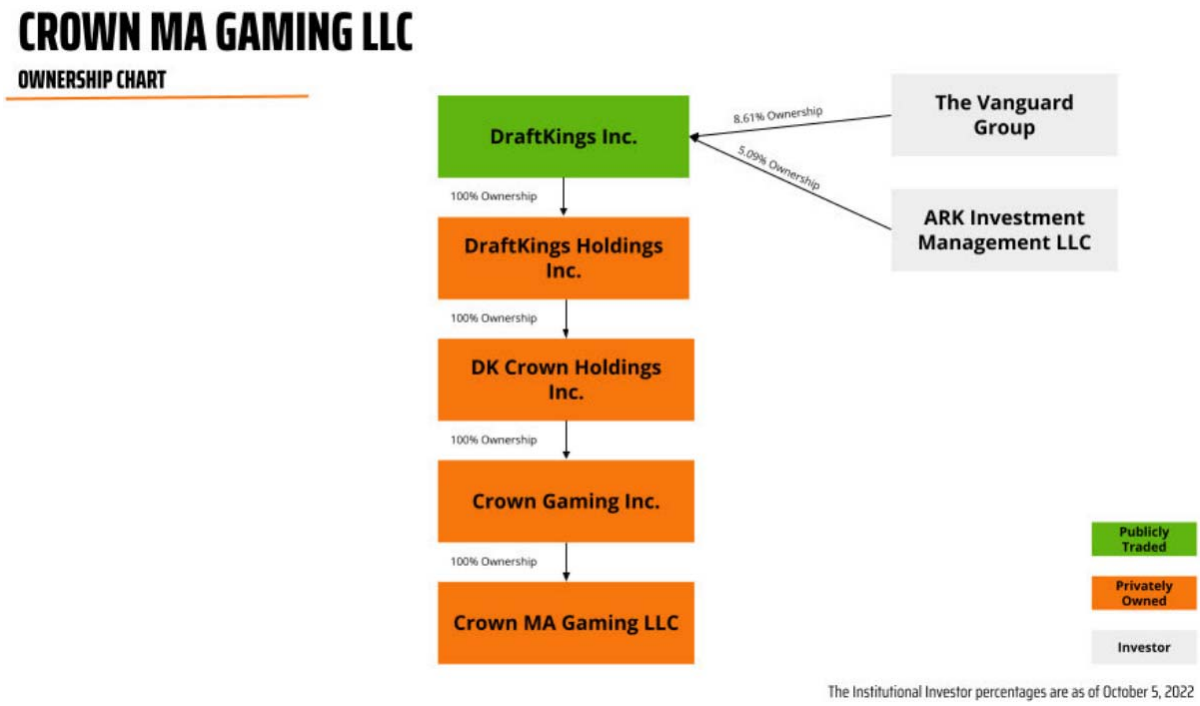
10. DraftKings NV is a publicly traded company. DraftKings NV's public securities filings, including the 10-K for the fiscal year ended December 31, 2023 ("DraftKings' 10-K"), describe the activities and business of DraftKings NV and inform the public that in DraftKings NV's securities filings, the terms "DraftKings," "we," "our," and "us" and similar terms refer to "DraftKings Inc., . . . together with its consolidated subsidiaries." *See* Ex. 13 at 3 (DraftKings' 10-K).

11. DK Crown is a corporation existing under the laws of the State of Delaware, having executive offices at 222 Berkeley Street, Boston, Massachusetts 02116, and having regular and established places of business at 221 River Street, Hoboken, New Jersey 07030; 111 River Street, Hoboken, New Jersey 07030; and 1133 Boardwalk, Atlantic City, New Jersey 08401. DK Crown is a wholly owned subsidiary of DraftKings NV.

12. Crown Gaming is a corporation duly organized and existing under the laws of the State of Delaware, having executive offices at 222 Berkeley Street, Boston, Massachusetts 02116, and having regular and established places of business at 221 River Street, Hoboken, New Jersey 07030, 111 River Street, Hoboken, New Jersey 07030, and 1133 Boardwalk, Atlantic City, New Jersey 08401. Crown Gaming is a wholly owned subsidiary of DraftKings NV. Ex. 13 (DraftKings 10-K) at Ex. 21.1 (showing Crown Gaming is 100% owned by DraftKings).

13. DraftKings operates through a number of related corporate entities, including DraftKings NV, DK Crown, and Crown Gaming, which are also alter egos of one another, such that DraftKings operates as a consolidated and joint enterprise, and the acts of one Defendant are attributable to the others for purposes of the matters alleged herein.

14. DraftKings NV's typical organizational structure for a state's operation is depicted below. Specifically, this example covers DraftKings NV's operations in the state of Massachusetts. DraftKings NV operates with the same structure in New Jersey, with Crown NJ Gaming LLC in the place of Crown MA Gaming LLC.



Ex. 16 (MassGaming Commission Submission) at 12 (https://massgaming.com/wp-content/uploads/DraftKings-redacted.pdf).

15. DraftKings NV is the parent company of DK Crown and Crown Gaming and exercises complete domination over DK Crown and Crown Gaming such that DK Crown and Crown Gaming lack any separate corporate existence and function as mere instrumentalities of DraftKings NV.

16. Defendants DraftKings NV, DK Crown, and Crown Gaming share corporate offices and operate out of the same facilities, having regular and established places of business at least in New Jersey and Massachusetts at 221 River Street, Hoboken, New Jersey 07030, 111 River Street, Hoboken, New Jersey 07030, 1133 Boardwalk, Atlantic City, New Jersey 08401, and 222 Berkeley Street, Boston, Massachusetts 02116.

17. Crown Gaming holds New Jersey licenses on behalf of DraftKings via Crown NJ Gaming. DraftKings NV, DK Crown, and Crown Gaming control and dominate Crown NJ

Gaming (and other entities that hold licensing registrations in states where DraftKings' gambling operations have been legalized, such as "Crown NY Gaming Inc." for New York and "Crown PA Gaming Inc." for Pennsylvania). Crown Gaming and Crown NJ Gaming share directors, officers, and facilities. Crown NJ Gaming is a mere alter ego, agent, and instrumentality of Crown Gaming, and in turn DraftKings NV and DK Crown. Crown NJ Gaming, in tandem with and under the control and direction of DraftKings NV, DK Crown, and Crown Gaming, operates a retail location called DraftKings Sportsbook at Resorts Casino, located at 1133 Boardwalk, Atlantic City, New Jersey 08401.

18. DraftKings' website is administered and operated by DraftKings. DraftKings' website also lists a "US Office" at 222 Berkeley Street, Boston, MA 02116 and a "New Jersey Office" with a mailing address at PO Box 399, Hoboken, NJ 07030. DraftKings' website states that "Located in Hoboken, New Jersey, this office is home to our Customer Experience, Compliance, and Fraud teams." Ex. 17 (Our Office in Hoboken)

19. The same individuals hold positions as officers and directors of DraftKings NV, DK Crown, and Crown Gaming. For example, Mr. Paul Liberman is a co-founder and the President, Global Technology and Product, of DraftKings NV, DK Crown, and Crown Gaming. DraftKings describes Mr. Liberman as "instrumental" in leading the development of DraftKings Daily Fantasy Sports application and DraftKings' Sportsbook platform. In addition, R. Stanton Dodge is the Chief Legal Officer and Secretary for DraftKings NV and DK Crown and Secretary for Crown Gaming.

JURISDICTION AND VENUE

20. This action for patent infringement arises under the patent laws of the United States, 35 U.S.C. § 101 *et seq.* This Court has original jurisdiction over this controversy pursuant to 28 U.S.C. §§ 1331 and 1338.

21. This Court has personal jurisdiction over DraftKings NV, DK Crown, and Crown Gaming because they have availed themselves of the legal protections of the State of New Jersey by, among other things, maintaining a physical presence and regular places of business in New Jersey, conducting business in the State of New Jersey, and engaging in continuous and systematic infringing activities in the District of New Jersey. Indeed, DraftKings' New Jersey office location is listed as one of DraftKings' offices, and one of the two Sportsbook US offices, which are a subject of the instant action for infringement. *See* Exs. 18 (Our Offices in the US), 17 (Our Office in Hoboken), 19 (Who We Are); and Ex. 20 at 2 (Sportsbook Homepage). In addition, DraftKings' public securities filings specify that DraftKings operates its Sportsbook and online casino ("iGaming") product offerings in New Jersey. *See* Ex. 13 (DraftKings 10-K) at 9.

22. This Court also has personal jurisdiction over DraftKings NV, DK Crown, and Crown Gaming, because they make, use, offer for sale, and sell products and services in the District of New Jersey and have committed and continue to commit acts of infringement in the District of New Jersey. Further, they derive substantial revenue from their acts of infringement in the District of New Jersey and derive substantial revenue from interstate and international commerce associated with the infringing products.

23. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c) and 35 U.S.C. § 1400(b) at least because DraftKings NV, DK Crown, and Crown Gaming have

committed acts of infringement within this judicial district giving rise to this action and have regular and established places of business in this judicial district, including offices located at 221 River Street, Hoboken, New Jersey 07030; 111 River Street, Hoboken, New Jersey 07030; and 1133 Boardwalk, Atlantic City, New Jersey 08401.

24. Defendants are properly joined under 35 U.S.C. § 299(a) because, as set forth in greater detail herein, Plaintiff's right to relief is asserted herein against Defendants jointly, severally, and in the alternative with respect to or arising out of the same transactions, occurrences, and series of transactions and occurrences relating to the making, using, selling, and offering to sell into the United States the same accused products and services, and questions of fact common to all defendants will arise in the action. Defendants, through their own acts and each through the acts of each other acting as its representative, alter ego, or agent, of each other, commonly and jointly make, use, sell, and offer for sale the same infringing products and services, including DraftKings Sportsbook and DraftKings Daily Fantasy Sports offerings through DraftKings' website.

WINVIEW'S INNOVATIONS RESULTED IN THE ASSERTED PATENTS

25. Over a period of more than thirty years and through a series of technologically related startup ventures, Mr. David B. Lockton, the inventor of the Asserted Patents, conceptualized and developed a series of successful pioneering technologies, consumer products, services, and companies. These ventures culminated in Mr. Lockton's venture—WinView, Inc. WinView's vision was to revolutionize the paid-entry skill game and sports betting industry by introducing new technologies to enable fans to interact in real time with sports programming and deal with the challenges presented by remote, live, and real-time gaming. By leveraging mobile technology, WinView's innovations enable users to engage with games of skill and chance in

dynamic and interactive ways, solving long-standing challenges in sports and entertainment technology.

26. On July 21, 2020, the USPTO duly and legally issued United States Patent No. 10,721,543 (the "'543 Patent"), entitled "Method of And System for Managing Client Resources and Assets for Activities on Computing Devices," to inventors David B. Lockton, Tim Huske, Mark J. Micheli, Mark K. Berner, and Matt Ford. WinView is the owner by assignment of the entire right, title, and interest in and to the '543 Patent, including the right to seek damages and any remedies for past, current, and future infringement thereof. A true and correct copy of the '543 Patent is attached to this Complaint as Exhibit 1.

27. On October 20, 2020, the USPTO duly and legally issued United States Patent No. 10,806,988 (the "'988 Patent"), entitled "Method of And System for Conducting Multiple Contests of Skill with A Single Performance," to inventor David B. Lockton. WinView is the owner by assignment of the entire right, title, and interest in and to the '988 Patent, including the right to seek damages and any remedies for past, current, and future infringement thereof. A true and correct copy of the '988 Patent is attached to this Complaint as Exhibit 2.

28. The Asserted Patents are patent eligible, valid, and enforceable. The Asserted Patents disclose and specifically claim non-abstract, inventive concepts representing significant improvements over conventional systems. Specifically, the Asserted Patents introduce transformative advancements in distributed gaming and mobile technology, including real-time bookmaking, geographic integration, specific solutions to manage simultaneous contest participation, and mechanisms to ensure fairness and compliance with state laws. These innovations enable dynamic user engagement, optimize system efficiency, and address complex regulatory requirements.

29. WinView's inventions solved problems in the art because live television-related interactive gaming systems created memory management inefficiencies in user-input processes, an inability to ensure compliance with geographic restrictions and provide entertaining experiences while complying with state gaming and skill-game laws, and an inability to prevent unfair advantages arising from television signal propagation delays. Then-available technologies could not manage assets on mobile devices efficiently, hindering user engagement, fairness, and scalability in gaming environments.

30. The Asserted Patents cover distinct combinations of inventive concepts, which were not conventional at the time of the inventions, including the following concepts.

31. **Efficient Management of Assets on a Mobile Device**: The efficient technological management of assets on a mobile device optimizes performance by ensuring that only the necessary assets for specific events are downloaded to users' devices. Previously, users would experience slow loading times and memory shortages when large amounts of unnecessary data were transferred to their devices, which would also slow down the operating speed of the application. WinView's inventive approach solves that problem by determining which assets are already resident on the device and only delivering missing gaming assets in real-time before the event. This reduces data congestion and memory usage, ensuring that users receive the necessary components in a timely manner without overloading their device's resources. For example, during a live sporting event, the graphics, statistics, and multimedia related to that specific game would be sent to the device, minimizing waiting times and optimizing the users' experience.

32. **Providing the Game During an Event Based on Geographic Location:** The Asserted Patents use location detection and location-based filtering to provide game options

based on users' geographic locations in order to create a personalized gaming experience. Integrating real-time location data with live event information ensures that users are only presented with games and events that are legally available in their area. This enhances the user experience with mobile applications by providing only relevant content and ensures gaming companies can limit operation to the states in which they are licensed by ensuring compliance with state and federal regulations. For instance, a user attending a live sporting event might be prompted by the sports betting provider to join a geographically enabled contest directly related to that event, providing a dynamic, location-specific gaming experience that would not be possible without real-time geographic integration.

33. **Efficient Application Memory Management Through Limiting Event Information Based on Geographic Location:** The ability to receive and provide event information from gaming servers whose assets exceed the memory size of a mobile phone and are provided in real time based on the user's geographic location represents a significant advancement in mobile computer technology. Prior to this innovation, companies offering legalized mobile and online betting would have to provision their applications with all the information required to interact with hundreds of games offering hundreds of constantly changing betting markets for all potential users in a single application. This made it impossible to deliver the real-time information required by a unique bettor, significantly slowing down the applications' performance. In addition, in most cases this approach would exceed a mobile phone's memory capacity. By integrating real-time location data to filter event information, this invention ensures that users' native applications running on smart phones are only served information for the events legally available in their jurisdiction, reducing memory requirements and enabling necessary speed requirements, while ensuring compliance with applicable state

laws. This feature allows for a seamless, immediate, and location-aware user experience, ensuring that the content provided is both fair and legally compliant.

34. **User Input for Group and Event Selections:** The inventions' user-input mechanism for group and event selections represents an efficiency increase in personalized interactive gaming. Previously, users in Daily Fantasy faced a low probability of open single- and multiple-entry skill-based tournaments and Daily Fantasy faced the impossibility of allowing less skilled players the enjoyment of a reasonable chance of winning cash, by conducting potentially millions of simultaneous contests at once, each scored separately and simultaneously. The inventions' approach allows users to effortlessly select small multiple groups and events at once, with inputs tailored to their personal preferences and experience level where they have increased chances of winning. At the same time, the ability to conduct hundreds of separate contests simultaneously based on a single set of sports contests dramatically increased the revenue potential for Defendants. This approach enables contest providers to operate a massive real-time computing system at very low cost, in effect making it possible to operate not just a single open tournament but hundreds of simultaneous Daily Fantasy contests based on a common live event.

35. **Receiving Group Selections by a Device/Server, Where Each Group Simultaneously Participates in a Separate Competition:** The simultaneous nature of participation ensures that personalized user selections are registered and managed efficiently, leveraging device/server-side processing for better contest management. This approach allows users to compete with their selection in multiple contests simultaneously with the same performance and with the same investment of time. The offering of many different types of contests simultaneously obviates the problem of single open contests of skill consistently won by

a handful of extremely skilled professional competitors. The user experience can further be enhanced by simultaneously scoring user performance.

36. **Receiving/Triggering a Lockout Signal:** Receiving or triggering a lockout signal ensures the integrity of all gaming based on real-time sporting events by preventing last-minute changes to user inputs that could provide some users with significant competitive advantages, undermining the fairness of competition. In live betting systems, after an event is underway, latency between an event's occurrence and its broadcast to users could allow some players, such as those attending an event live or observing the event through a television source with lower signal propagation latencies, to gain an unfair advantage by observing the unfolding action earlier. A lockout signal effectively freezes user inputs as soon as the event's relevant actions begin. On the other hand, sports betting companies wish to delay locking out a potential bet unnecessarily early in order to increase their revenues by accepting more wagers. Different sports and game occurrences present a wide variety of the optimal timing of a lockout signal. By adjusting the execution of a lockout signal for the anticipated time until resolution, taking into account the measured difference between the earliest arriving TV signal and a later arriving one, and utilizing a person physically present at a live event to mark the latest time a lockout must be executed by marking the lockout event in real time, this innovation further optimizes the length of the betting window for the book maker. At the same time, the method minimizes the impact of latency and ensures an even playing field for all participants. Confidence that no users will have an unfair advantage is critical to providing a fair and attractive remote-gaming experience and in many cases compliance with various laws.

37. **Determining a Plurality of Competitive Groups Based on Eligibility:** Determining a plurality of competitive groups based on user eligibility represents an

advancement in ensuring fairness across multiple contests, allowing competitors to avoid having to compete against much more skilled competition. This process analyzes a range of real-time data—such as users' skill level, geographic location, and eligibility to participate in specific types of contents in order to ensure that users are presented or placed into appropriate competitive groups. By matching users to contests based on these criteria, the system levels the playing field and enhances user engagement by personalizing their gaming experiences.

38. **Equalizing Latencies in Presenting In-Game Data During a Live Event:** The ability to equalize effects of latency issues in synchronization of the game data presented, with a live event, increases the enjoyment and fairness of games for users. In sports betting, for example, fair competition necessitates that a fast-paced game, based on the unfolding television action, has a level playing field for all participants regardless of how they receive their game feed. Live sports betting, which relies on participation by watching an event on a television, has potential latency issues since, for example, television signal reception is not uniform and there are delays between individuals attending a game and varied amounts of delay for those watching the game live on television. The online broadcast of content depicting what is happening in the sporting event with the synchronized game data constituting, for example, updated odds and propositions, allows games of chance that rely on participation by watching an event and related data displayed simultaneously. Equalizing delays prevents those attending in person or with access to a lower-latency feed from having a competitive advantage.

39. By disclosing and claiming these and other specific inventive concepts, the Asserted Patents go far beyond just a simple combination of generic components to perform conventional activities. As explained above, the claimed inventions provide technological solutions to address the shortcomings in technology at the time and improve the functionality and

capabilities of computers for managing distributed gaming. These inventive concepts provide tangible solutions that address unique challenges in distributed gaming systems, ensuring fairness, compliance, and efficiency.

40. These inventive concepts were not known in the art, let alone conventional, at the time of the inventions because no existing systems provided mechanisms to dynamically filter event participation based on location, prevent latency-based advantages with real-time lockout signals, or optimize mobile asset management in distributed gaming. These features represent groundbreaking advancements that were unavailable in prior art, demonstrating the inventive concepts of the patented claims.

41. In addition, the claims of the Asserted Patents are rooted in computer technology as they are specifically directed toward solving challenges in distributed gaming and mobile device technology, such as contest management, event compliance, and system efficiency. By leveraging specific implementations, real-time geographic data, server-side processing, and dynamic user input mechanisms, the inventions address domain-specific problems inherent to on-line gaming systems and mobile devices.

42. The significance of WinView's patents is illustrated by the fact that they have been cited by subsequently filed patents as relevant art over 253 times, with 49 citations specifically to the Asserted Patents. Together, the features of the Asserted Patents provide transformative solutions to long-standing challenges in distributed and interactive gaming.

43. WinView has not licensed any of the Asserted Patents to any third party. In addition, with regard to the '543 Patent, WinView is only asserting method claims in this action and, therefore, has removed any requirement for marking as to the '543 Patent. Moreover, DraftKings has had actual notice and knowledge of the Asserted Patents, as set forth below.

Thus, WinView's recovery of pre-suit damages for DraftKings' infringement of the Asserted Patents is not limited by 35 U.S.C. § 287(a) as to any Asserted Patents.

DRAFTKINGS' INFRINGING PRODUCTS

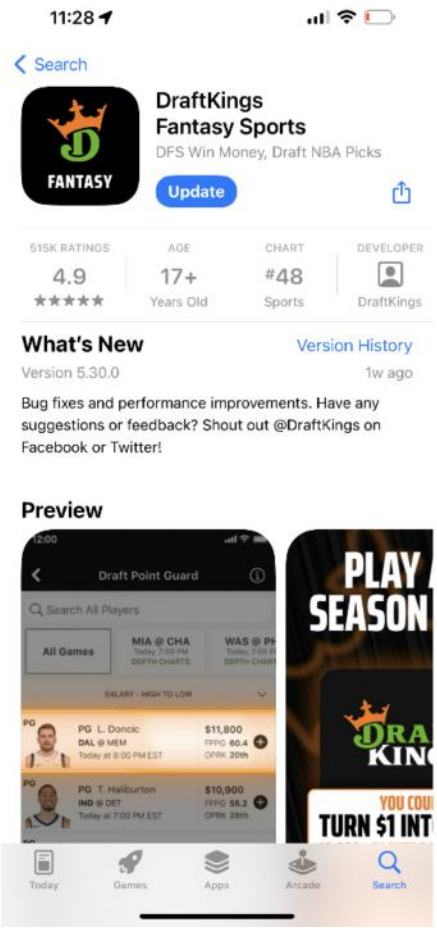
44. DraftKings' main product offerings to consumers include online sports betting through DraftKings Sportsbook and Casino, online casino gaming through DraftKings Casino, online traditional salary-based fantasy sports through DraftKings Fantasy Sports ("Daily Fantasy"), and online prop-based predictions fantasy sports through DraftKings Pick6: Fantasy Game ("Pick6"). DraftKings makes, uses, sells, and offers for sale infringing products, including DraftKings Sportsbook and Casino, DraftKings Casino, DK Horse, Daily Fantasy, and Pick6, which practice the claims of the Asserted Patents (the "Accused Products"). The Accused Products are services provided and managed by DraftKings for use by players on DraftKings' website and mobile applications.

45. Prior to the formation of the current DraftKings, Inc. entity in 2018, DraftKings' sole product offering was Daily Fantasy. DraftKings then began offering Sportsbook and iGaming products. States including New Jersey have allowed these games of chance product offerings, which have accounted for a rapidly growing proportion of DraftKings' users and revenue growth. *See, e.g.,* Ex. 15 (DraftKings News Release) ("Since becoming the first mobile operator to launch in New Jersey in August 2018, DraftKings has consistently maintained greater than 30% online market share, and for the nine months ended September 30, 2019, the company recorded 8.5x year-over-year revenue growth in the state.").

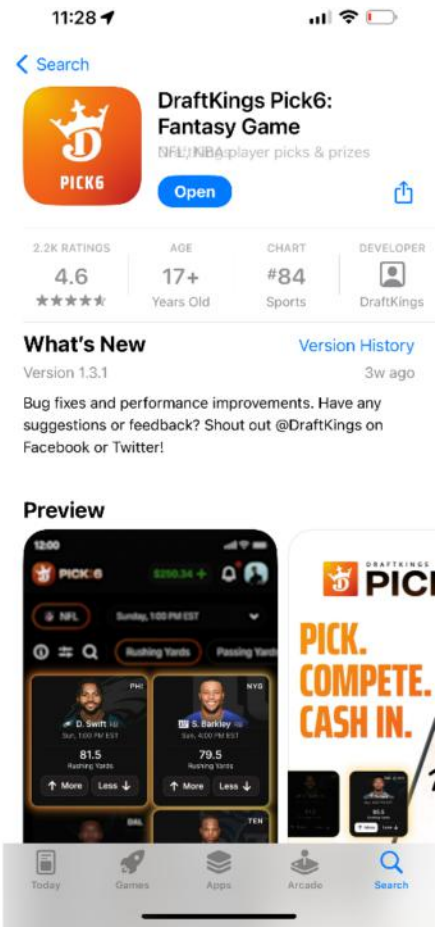
46. DraftKings has a large presence in the United States. While DraftKings launched its first mobile sportsbook in New Jersey, DraftKings has expanded its geographic footprint and currently offers its mobile and retail sportsbooks in twenty-five states, including Arizona,

Colorado, Connecticut, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi (retail only), New Hampshire, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, Tennessee, Vermont, Virginia, Washington (retail only), West Virginia, and Wyoming and also in Washington DC. Ex. 22 (https://sportsbook.draftkings.com/help/sports-betting/where-is-sports-betting-legal); Ex. 51 (https://sportsbook.draftkings.com/retailsportsbook). DraftKings Daily Fantasy Sports offering is available in most states. Ex. 23 (https://www.draftkings.com/where-is-draftkings-legal). DraftKings' iGaming product offering is available in Connecticut, Michigan, New Jersey, Pennsylvania, and West Virginia. Ex. 24 (https://casino.draftkings.com/where-is-online-gambling-legal). DraftKings also has arrangements in place with land-based casinos to expand operations into additional states upon the passing of relevant legislation, the issuance of related regulations, and the receipt of required licenses. Ex. 13 (DraftKings' 10-K) at 7.

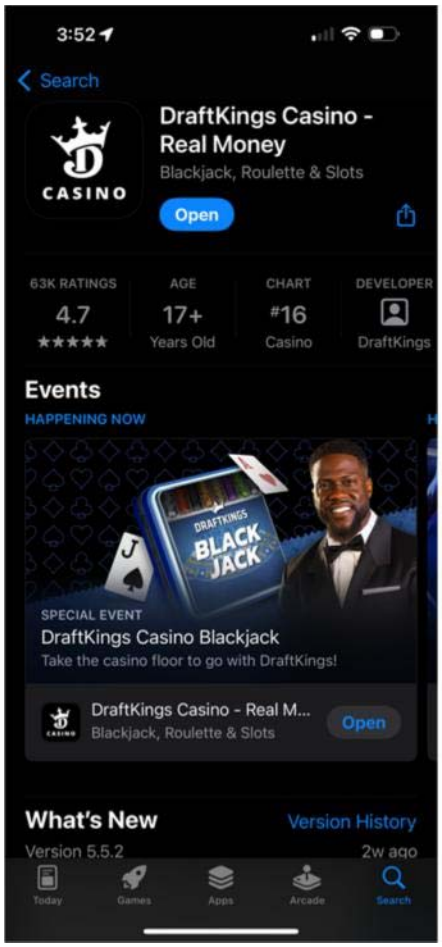
47. While DraftKings has physical locations via its partnerships, most of its consumers use the Accused Products via its online platforms. DraftKings offers the Accused Products on Apple iOS and iPadOS via Apple's App Store and on Android via Google's Play Store. For example, as shown below, DraftKings' Sportsbook mobile application is available on iOS. In addition to its mobile app offerings, DraftKings' offers the Accused Products via traditional and mobile websites. Ex. 13 (DraftKings' 10-K) at 7.



Screenshot of DraftKings' Daily Fantasy app in Apple's App Store.

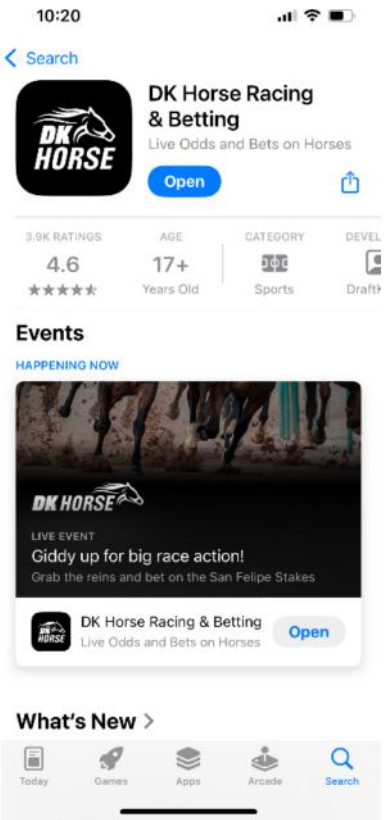


Screenshot of DraftKings' Pick6 App in Apple's App Store.



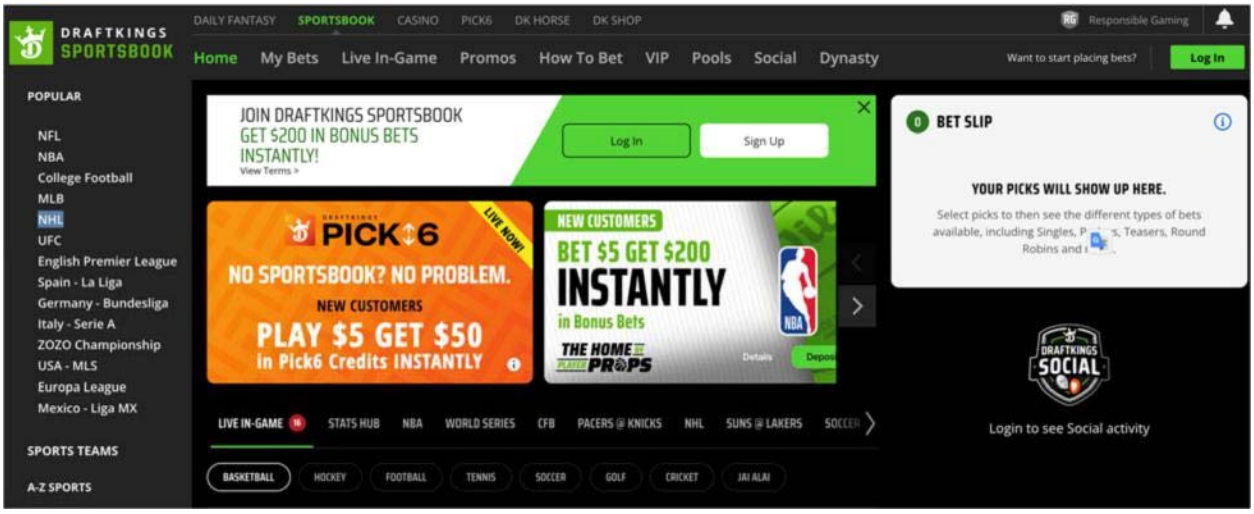
Screenshot of DraftKings Casino app in Apple's App Store.

Screenshot of DraftKings Sportsbook & Casino app in Apple's App Store.

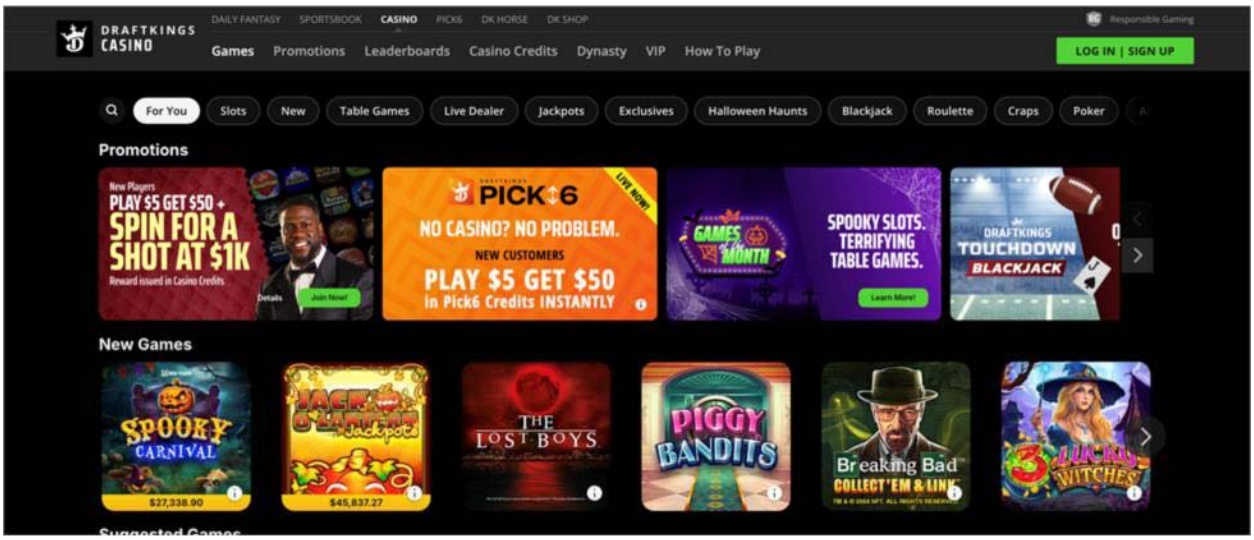


Screenshot of DK Horse app in Apple's App Store.

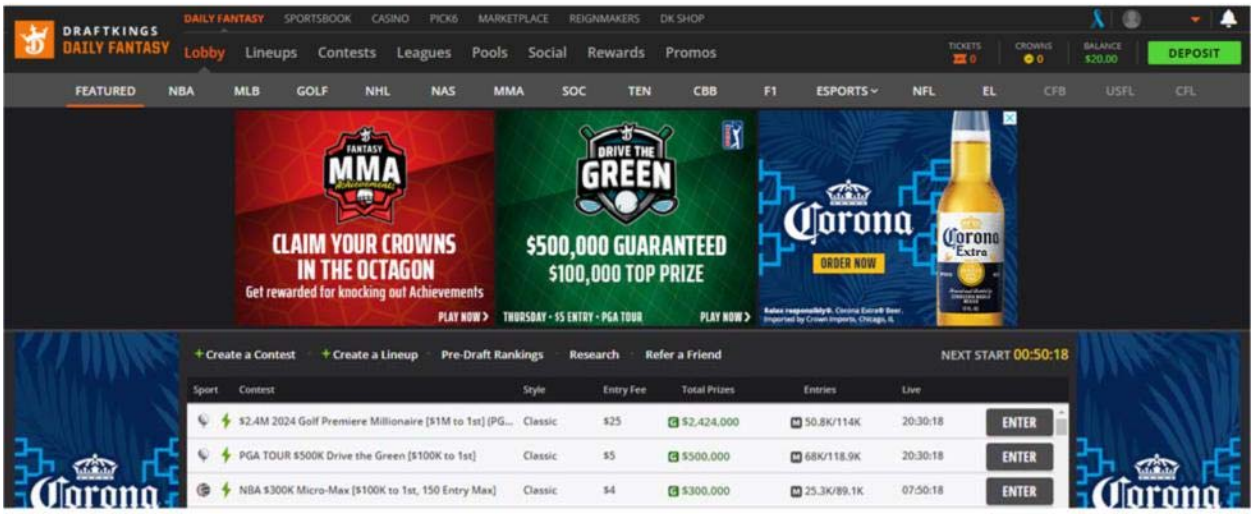
48. In addition to its mobile app offerings, DraftKings offers the Accused Products via traditional and mobile websites. Ex. 13 (DraftKings 10-K) at 7.



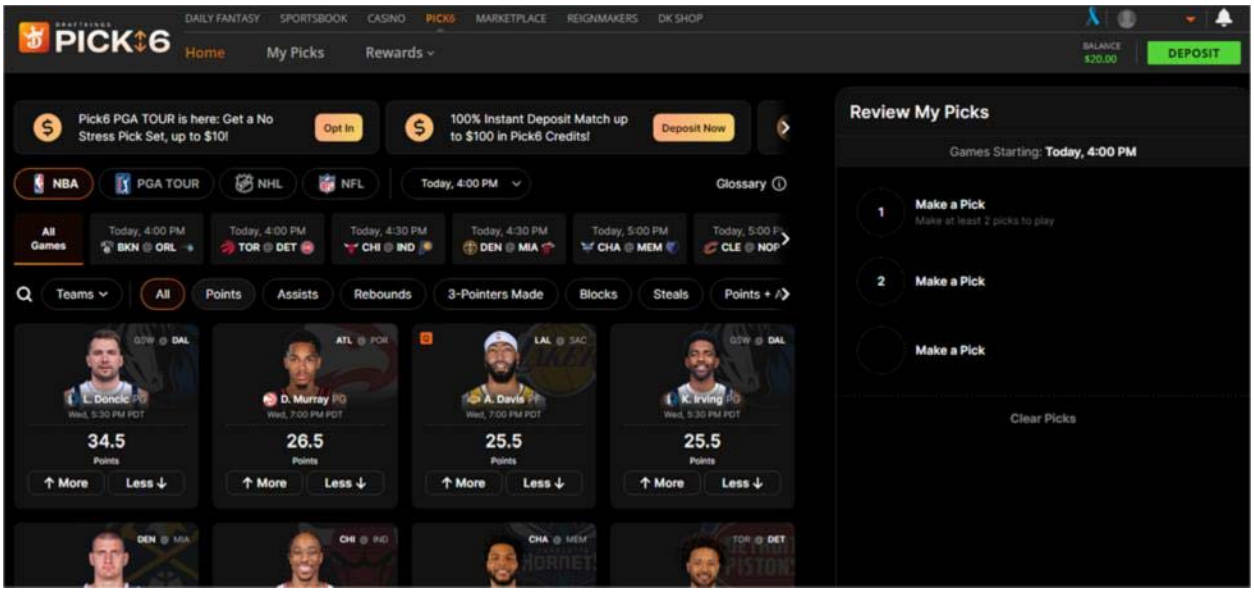
Screenshot of DraftKings' Sportsbook website.



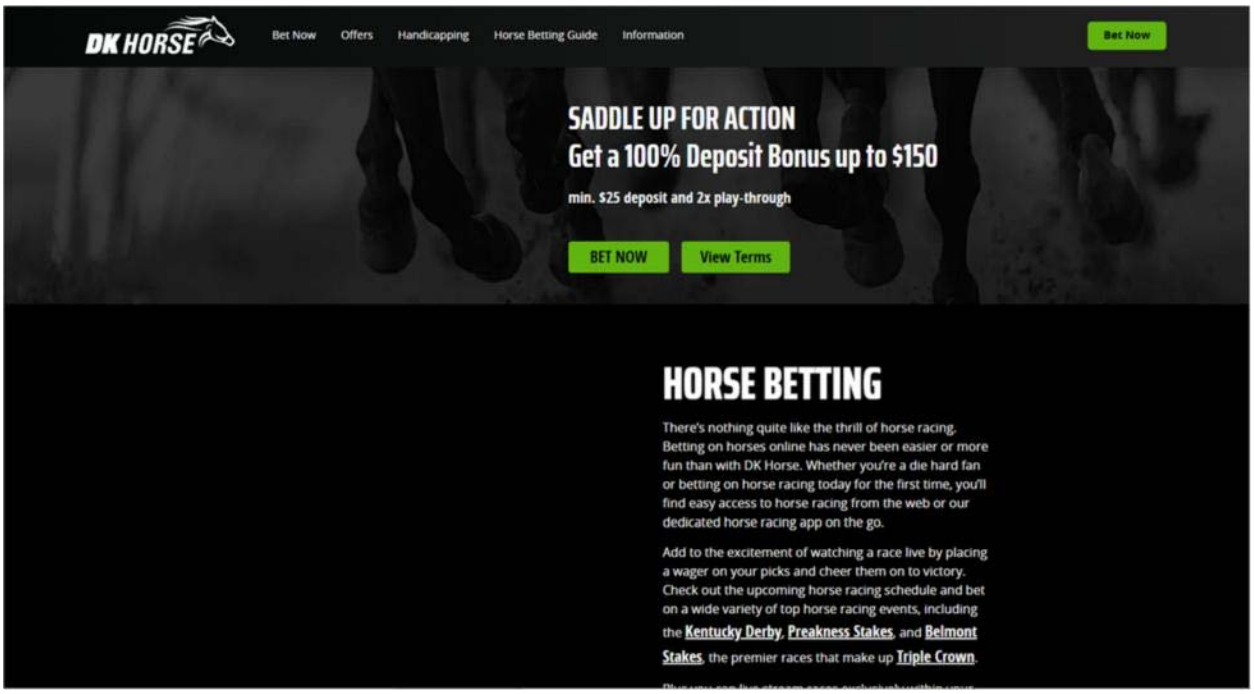
Screenshot of the DraftKings' Casino website.



Screenshot of DraftKings' Daily Fantasy website.



Screenshot of DraftKings' Pick6 website.



Screenshot of DK Horse website.

49. DraftKings' Sportsbook service is also offered at DraftKings' brick-and-mortar partner casinos via on-site DraftKings kiosks, which allow users to access DraftKings' Sportsbook service. Ex. 25 (DraftKings Casino Partners).

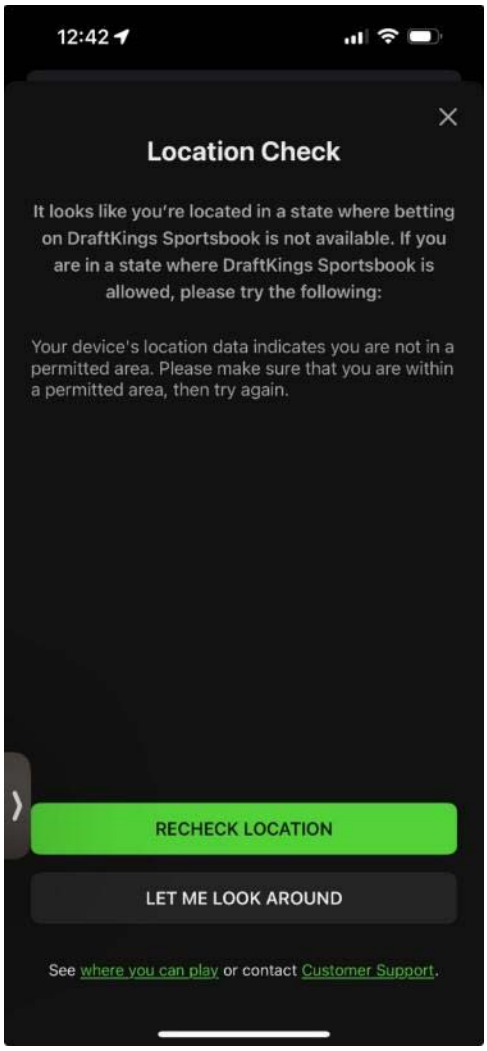
Photograph of a DraftKings kiosk.

50. DraftKings operates servers within each state from which it offers the Accused Products, as it is generally required to by state laws and regulations. *See, e.g.*, N.Y. PML § 1367-a(4)(h)-(i) ("The server or other equipment which is used by a mobile sports wagering licensee to accept mobile sports wagering shall be physically located in the licensed gaming facility"); N.J.S.A §§ 5:12A-11(a); 5:20-2(c); 5:12-95.22 ("all equipment used by the holder of the permit, including computers and servers, to conduct fantasy sports activities shall be physically located within the boundaries of" "a restricted area on the premises of the casino hotel or in another facility owned or leased by the casino licensee that is secure, inaccessible to the public"); 68 IAC 27-6-2 ("A sports wagering operator must locate a server in the state of Indiana."). DraftKings'

servers communicate with customers' devices operating the Accused Products, such as mobile phones, tablets, and laptops.

51. In order to ensure compliance with applicable state laws and provide users with correct permissions information, the Accused Products use GeoComply to monitor the location of the devices using the Accused Products. Ex. 26 (How do I turn on locations services for an iOS mobile devices) (regarding geolocation monitoring on mobile devices); Ex. 27 (DraftKings website with GeoComply Location Services) (regarding geolocation monitoring on desktops and laptops). GeoComply is available on mobile phones, tablets, and laptop computers and "occurs seamlessly in the background during the customer's session, without any intrusion to the overall user flow/experience." Ex. 28 (GeoComply Overview).

52. If customers attempt to use the Accused Products when they are located in a jurisdiction where the service is not permitted, DraftKings prevents the users from placing bets on the relevant Accused Product's app or website and informs the users that they appear to be located in a state where DraftKings' service is not available. DraftKings also provides this notification when customers using DraftKings leave a jurisdiction where their gaming service is permitted and enter jurisdiction where it is not. DraftKings does so by continuously monitoring customers' locations while they are gaming.



Screenshot of DraftKings' Sportsbook app.

A. <u>DraftKings Sportsbook and Casino</u>

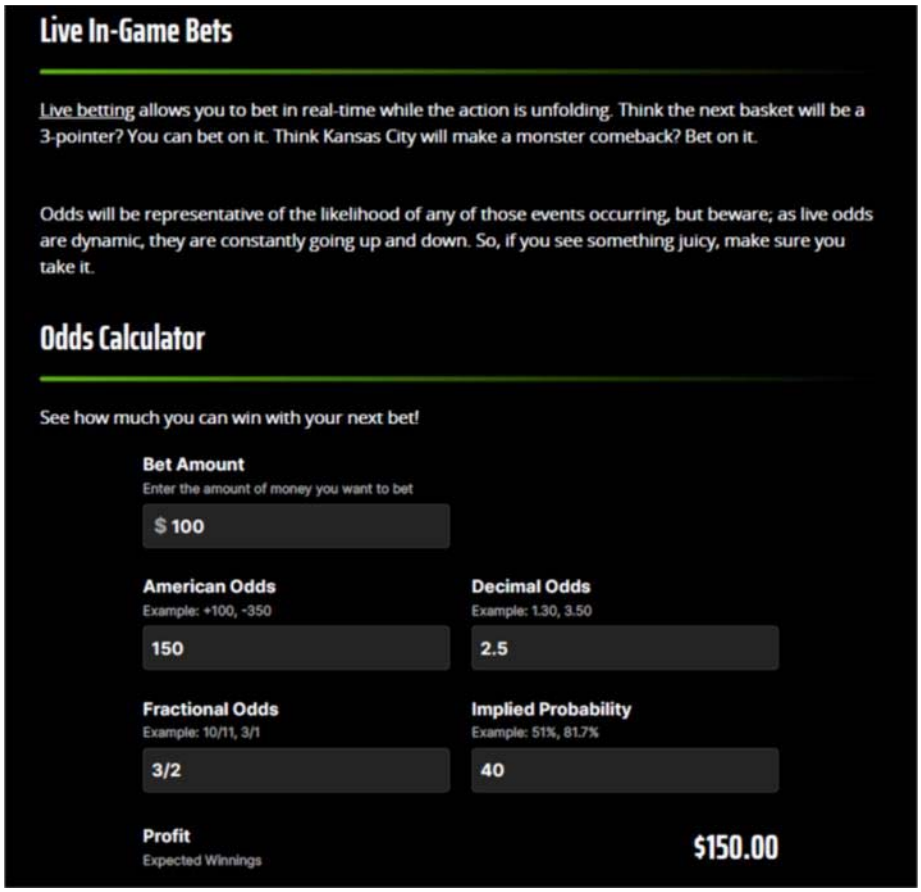
53. In May 2018, the Supreme Court struck down as unconstitutional the Professional and Amateur Sports Protection Act of 1992. This decision lifted federal restrictions on sports betting and allowed states to individually determine the legality of sports betting. Since this decision, thirty-five states have legalized some form of sports betting and sports betting is on the rise.

54. DraftKings' Sportsbook and Casino engages consumers in their sports viewing experience. Sports betting involves users placing bets by wagering money at some fixed odds.

The matter on which the users bet is often referred to as a "proposition" or "prop bet." If the users win, DraftKings pays out the bet. DraftKings generates revenue from the difference between the payouts to winning bettors and the total amount of money wagered by all bettors. Ex. 13 (DraftKings 10-K) at F-14. In the long run, the greater the volume of wagers placed, the more revenue DraftKings will generate.

55. DraftKings offers a wide variety of propositions on particular sporting events throughout the year. For example, DraftKings offers propositions on NFL football, NBA basketball, and MLB baseball games.

56. DraftKings Sportsbook and Casino offers betting propositions that include traditional bets based on end-of-game outcomes, such as who will win a particular game or whether a team will win by more than a certain number of points. DraftKings Sportsbook and Casino also offers "Live In-Game" betting propositions that are made during games and as the action unfolds. Live In-Game betting is a significant feature of DraftKings Sportsbook, designed to increase user engagement, enhance the sports betting experience, and ultimately generate more revenue for DraftKings.



Ex. 29 (How to Bet) (describing in-game betting functionality).

57. DraftKings offers live in-game betting propositions for various sports, such as MLB baseball, NBA basketball, tennis, table tennis, and NFL football. For example, DraftKings offers "Pitch-by-Pitch" or "Result of Pitch" betting propositions during MLB baseball games. In these propositions, DraftKings provides odds on micro-betting opportunities, such as whether a particular pitch will be a strike/foul, a ball/hit-by-pitch, or in-play.

58. As the action unfolds relating to a particular live in-game betting proposition, DraftKings' Sportsbook and Casino website and app provide users with updated odds for betting propositions. For example, on a proposition offered before the kickoff of the Super Bowl, DraftKings might offer a proposition that the Giants will outscore the Patriots during the first quarter. While that same proposition will continue to be presented until the end of the first

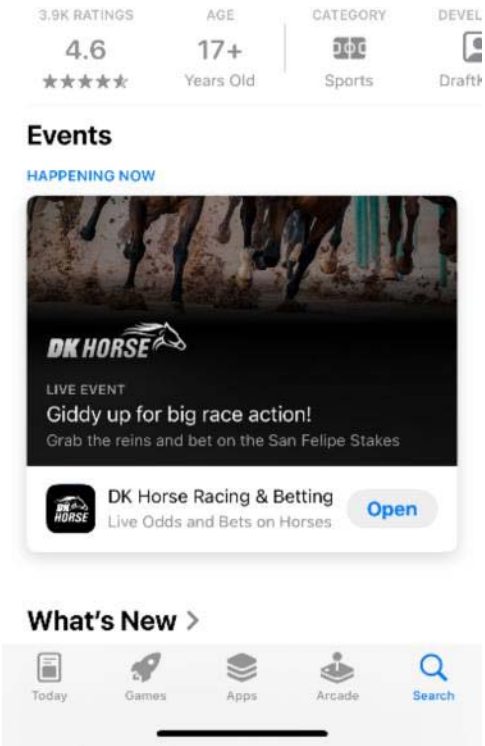
quarter, if the Patriots kick a field goal, the wager presented will be closed and made unavailable for a few seconds and then reoffered with different odds reflecting the change in the game state, thus offering the same proposition with changing odds throughout the quarter.

59. DraftKings Sportsbook and Casino also prevents betting propositions when users are no longer permitted to place a particular wager. For example, DraftKings does not allow users to place wagers on outcomes that are already known (such as after the event in question has occurred). Otherwise, users could easily cheat by betting after they know the result. When users are no longer permitted to wager on particular outcomes, the displayed choices for those particular wagers are grayed out or removed from the user interface and the user is prevented from submitting a selection. DraftKings sends lockout signals to prevent bets at an appropriate time to level the playing field, increase user engagement, and prevent participants from obtaining information that could give them a material advantage in their betting on the proposition, including for example locking out bets at an appropriate time based on an amount of delay that users may experience depending on the manner in which they receive broadcast content over various transmission methods.

60. To further enhance customers' experiences, DraftKings provides live content streams to select games based on customers' geographic location. DraftKings also uses geographic information to determine if customers can watch live streams of specific games. Customers within states that allow sports betting are allowed to stream the games.

B. <u>DK Horse</u>

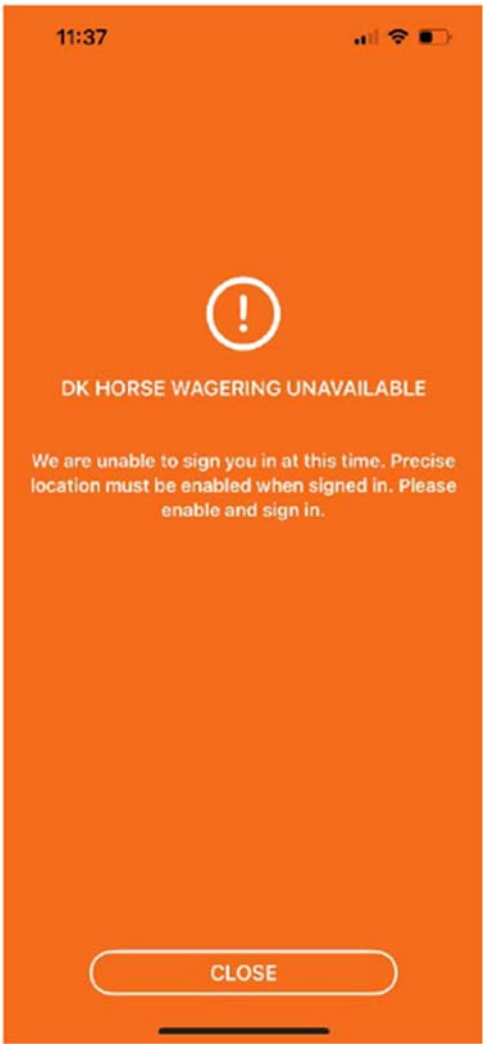
61. DraftKings markets, advertises, sells, and offers to sell DK Horse, including through draftkings.com, dkhorse.com, Apple's App Store, and Google's Play Store. Below is a screenshot of the DK Horse app on Apple's App Store:



Screenshot of DK Horse app on Apple's App Store.

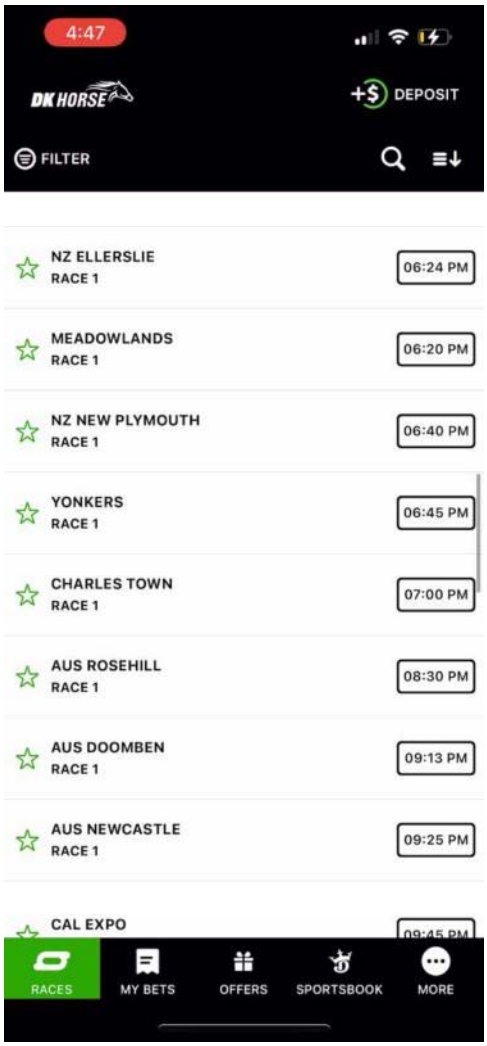
62. In addition to its Daily Fantasy and Sportsbook offers, DraftKings expanded into the online horse racing market. While DK Horse offers betting on horse races and DraftKings Sportsbook and Casino offers betting on other sporting events, for purposes of infringement, the relevant functionality in DK Horse and DraftKings Sportsbook and Casino is the same.

63. DK Horse is an iGaming service that is available for use in California, Colorado, Florida, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Massachusetts, Minnesota, Montana, New York, Ohio, Oregon, Pennsylvania, Virginia, Washington, West Virginia, and Wyoming. *See* Ex. 30 (Where is DK Horse legal). Below is a screenshot showing that DK Horse will block customers from placing bets on races if they are not located within a jurisdiction where the service is legal:



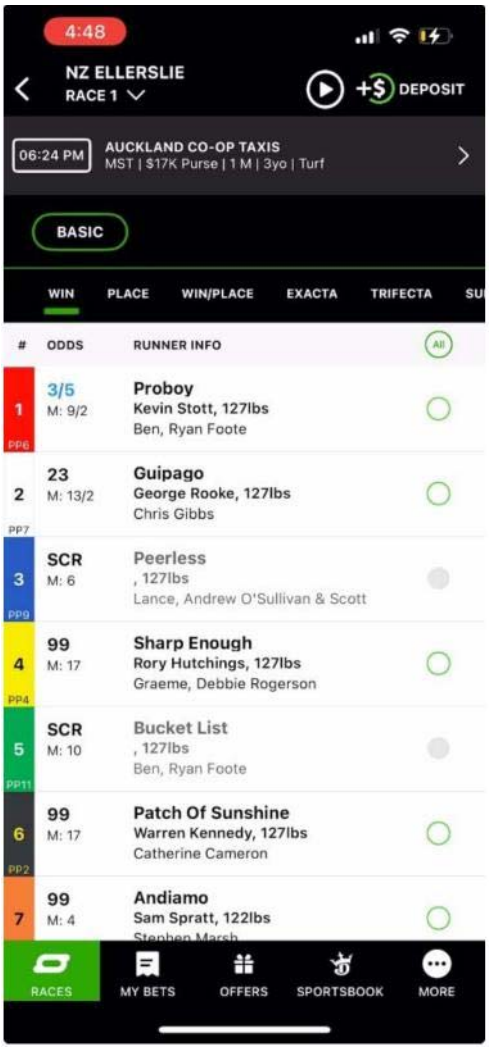
Screenshot of DK Horse App requiring the user's precise location.

64. DK Horse allows users to bet on horseracing and live stream the races. DK Horse covers a wide variety of horse racing events, including, but not limited to, the Kentucky Derby, Preakness Stakes, and Belmont Stakes. Below is a screenshot of an example of races available to a user for betting:



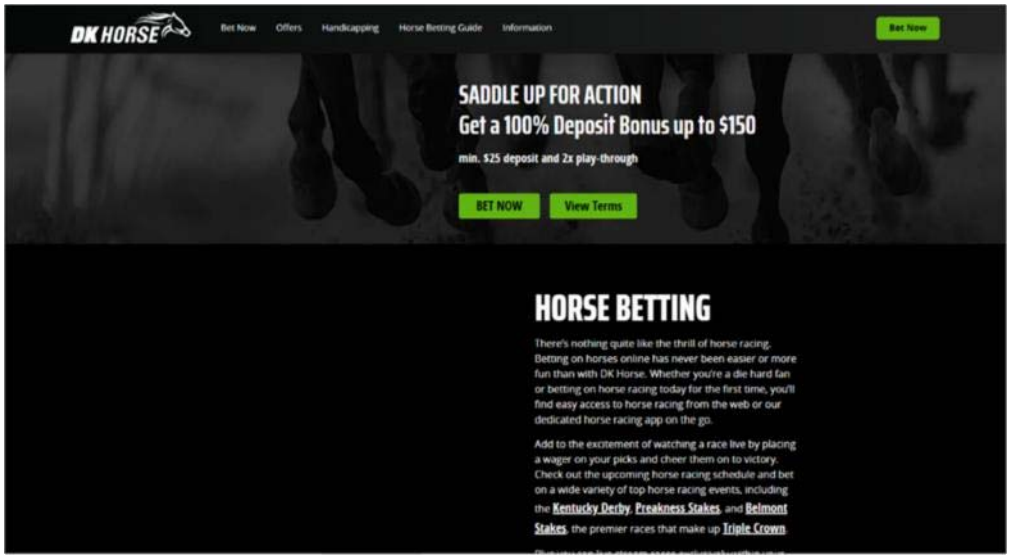
Screenshot of races available for betting on DK Horse app.

65. DK Horse offers various types of wagers to be placed, including win, place, show, any combination of these three wagers, exacta, trifecta, superfecta, double, pick-3, and pick-5. Below is a screenshot of the bets available for the race on DK Horse:



Screenshot of bets available on DK Horse App.

66. Below is a screenshot of DK Horse website:



Screenshot of DK Horse website.

C. <u>DraftKings Casino</u>

67. DraftKings markets, advertises, sells, and offers to sell DraftKings Casino, including through draftkings.com, casino.draftkings.com, Apple's App Store and Google's Play Store.

68. In addition to its Daily Fantasy and Sportsbook offerings, DraftKings expanded into the online casino market, providing a diverse range of gaming options. DraftKings Casino is an iGaming service that is available for use in Connecticut, Michigan, New Jersey, Pennsylvania, and West Virginia. *See* Ex. 24 (Where is online gambling legal).

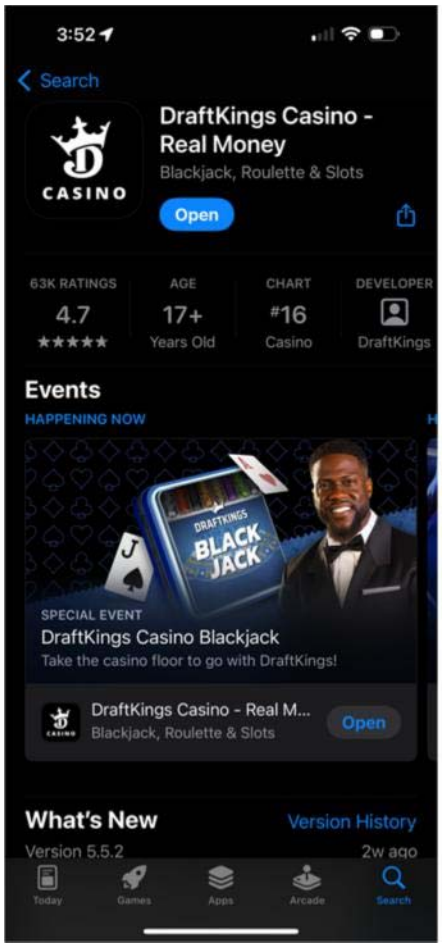
69. DraftKings Casino' offerings include a full suite of games available in brick-and-mortar casinos, such as blackjack, roulette, baccarat, and slot machines. Most of the games are based on streamed computer simulations and others offered with live dealers. For these games, DraftKings Casino functions similar to brick-and-mortar casinos, generating revenue through gross winnings, as users play against the house. DraftKings Casino's games include a

combination of games that DraftKings built in-house and games that it licensed content from suppliers. Ex. 13 (DraftKings 10-K).

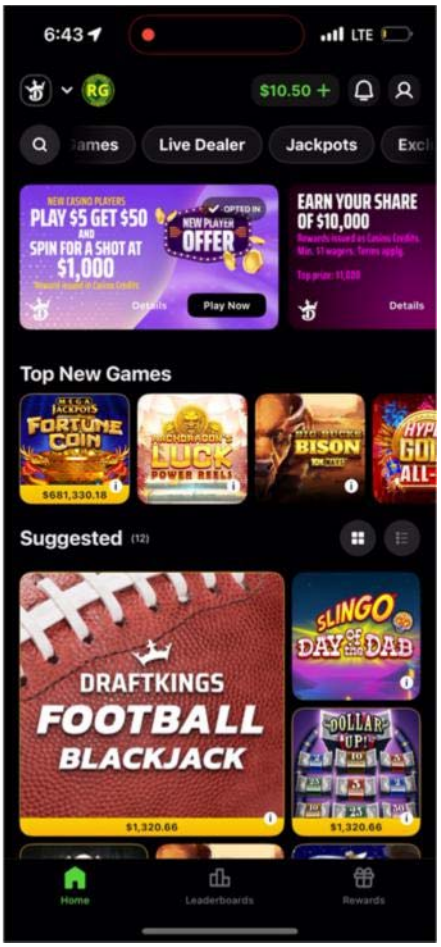
Screenshot of DraftKings' Casino website showing various available games.

70. DraftKings Casino can be accessed by end users on (1) DraftKings' Casino mobile application and (2) DraftKings Casino's desktop and mobile sites. These allow players to play their favorite casino games from home, work, or on the go. DraftKings' Casino mobile applications are available on iOS, iPad, and Android devices. The web-based interface is available through a web browser running on a personal computer, laptop, or other computing device.

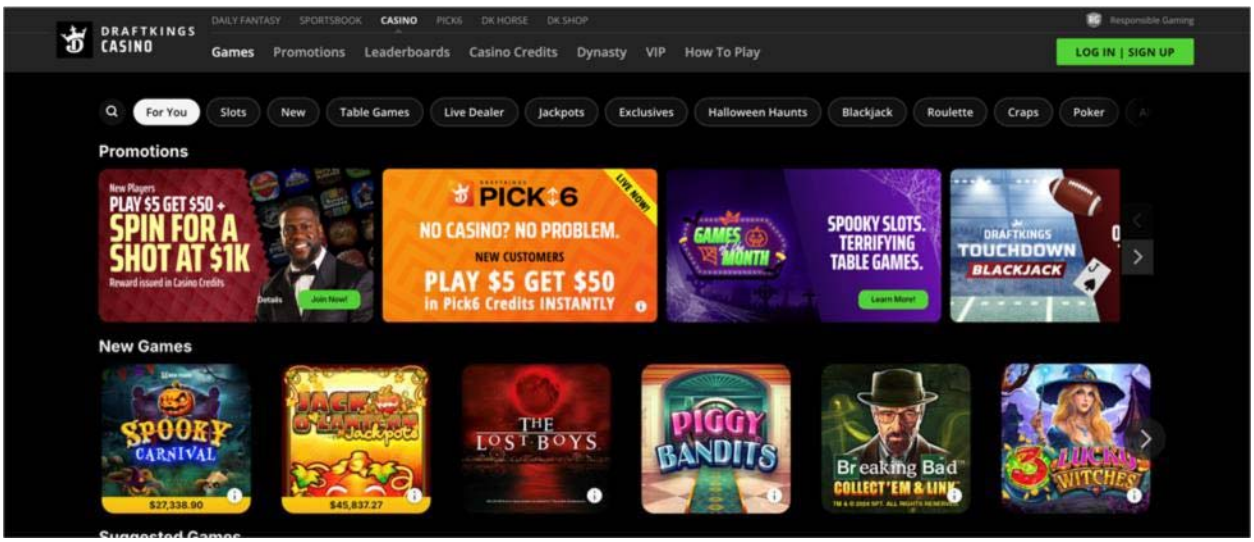
71. DraftKings markets, advertises, sells, and offers to sell the DraftKings Casino product, services, and mobile applications through its root website domain draftkings.com, which includes the subdomains such as casino.draftkings.com. The website and mobile applications prominently use the names "DraftKings," and "DraftKings Casino" throughout.



Screenshot of the DraftKings Casino app in the Apple App Store.



Screenshot of the DraftKings Casino App.



Screenshot of DraftKings Casino website.

72. DraftKings markets, advertises, sells, and offers to sell the DraftKings Casino product, services, and mobile applications through its root website domain draftkings.com, which includes subdomains such as casino.draftkings.com. The website and mobile applications prominently use the names "DraftKings," and "DraftKings Casino" throughout.

D. DraftKings Daily Fantasy

73. DraftKings' first consumer offering was Daily Fantasy. DraftKings Daily Fantasy can be accessed via mobile apps downloaded on users' smartphones, tablets, or computers. DraftKings offers Daily Fantasy on its website and on the DraftKings Daily Fantasy application for mobile devices. DraftKings offers a DraftKings Daily Fantasy app for download and installation through the Apple App Store and Google Play Store. DraftKings provides download links for these apps on its website.

74. DraftKings Daily Fantasy allows users to create fantasy sports lineups for various professional leagues and compete in daily or weekly contests, instead of full-season fantasy leagues. DraftKings covers ten different ranges of sports for its daily fantasy sports (DFS) contests. Each of these sports has contests where users select lineups to compete based on athletes' real-world performance.

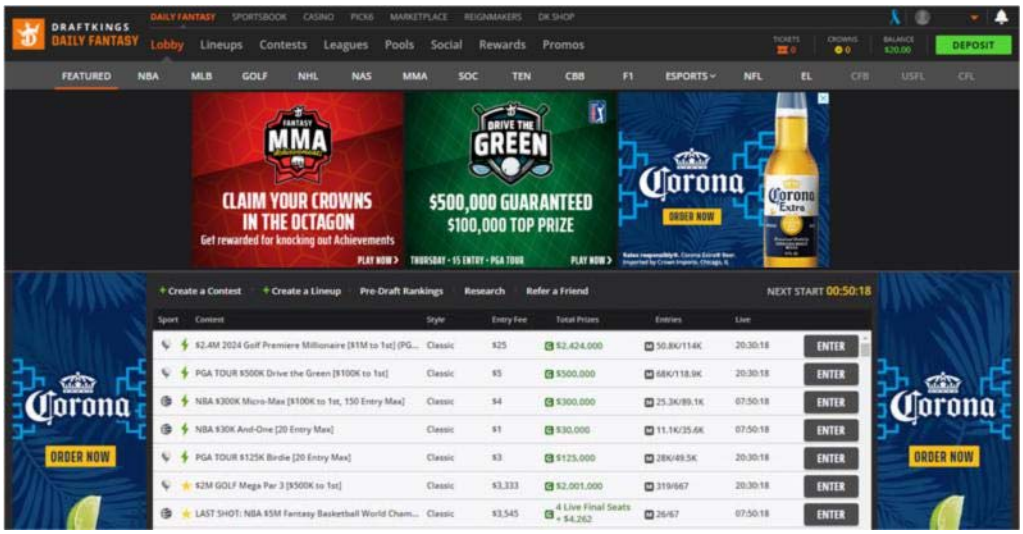
75. DraftKings offers various types of contests to suit different preferences and skill levels:

- Head-to-Head: Two players face off and the winner takes all.
- 50/50s: The top half of participants win money, while the bottom half get nothing.
- Tournaments (Guaranteed Prize Pools or GPPs): Larger contests with many participants. A fixed prize pool is guaranteed, regardless of how many people enter. These contests usually have top-heavy payouts, meaning only the top few finishers win large prizes.
- Multipliers: These contests offer a set payout structure where players can win two times, three times, or more of their entry fee if they finish high enough.

- Leagues: Custom contests where users can invite their friends or other players to compete for specific stakes.

76. Below is a screenshot of the DraftKings Fantasy Sports mobile application.

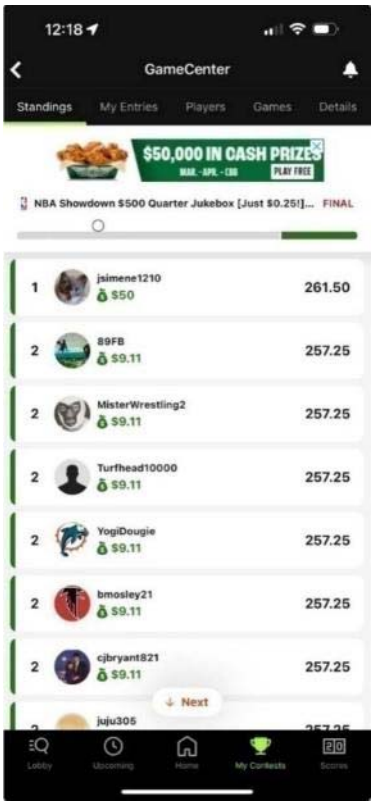
Screenshot of DraftKings Fantasy Sports App on Apple App Store.



Screenshot of DraftKings Daily Fantasy website.

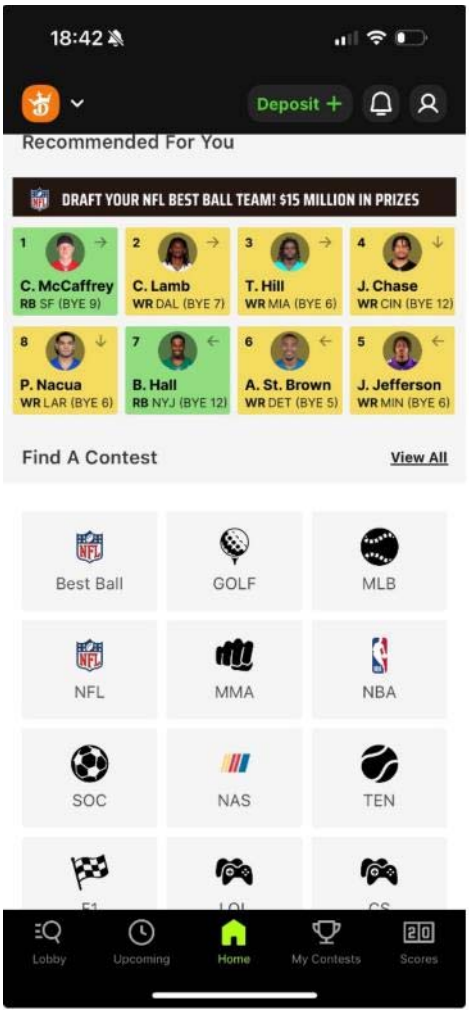
77. DraftKings' Daily Fantasy Sports allows users to enter contests. For example, in its "How to Play" site, DraftKings explains that to Pick a Daily Fantasy Contest a user

"[b]rowse[s] the lobby to choose from a wide range of contests across all different sports. A contest is the specific competition you and your lineup will be competing in against other players for prizes." Ex. 31 at 1 (How to Play). Each contest has multiple competitors, as shown in the example below.

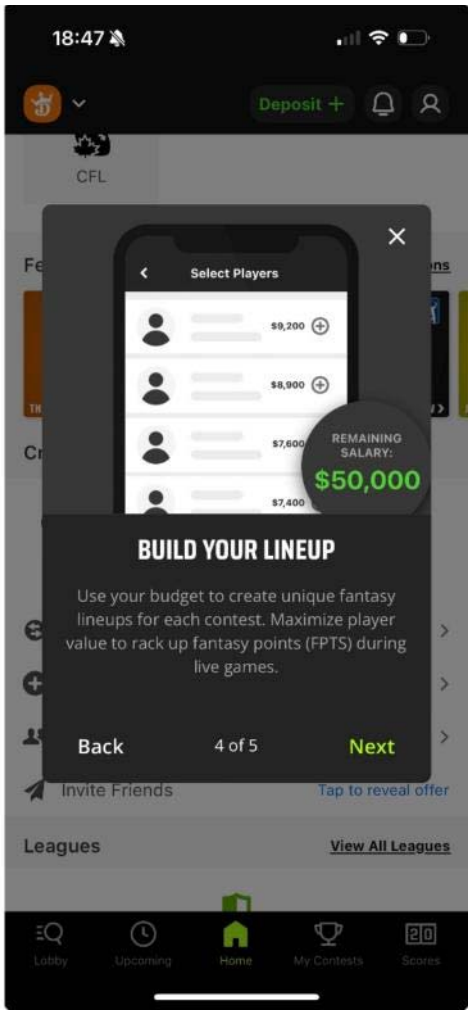


Screenshot of DraftKings Daily Fantasy App showing competitors for a selected contest.

78. DraftKings provides Daily Fantasy Sports contests users may enter for various sports (including NFL football, NBA basketball, and MLB baseball, among others), scores the contests, and distributes prizes. Users can draft a new lineup whenever they want, play in a public contest and against friends in a private league, quickly enter a contest any time before the lineup lock, and win cash prizes daily and weekly that are paid out after the contest ends. Below are screenshots of the DraftKings Daily Fantasy mobile application (in the example, on an Apple device):

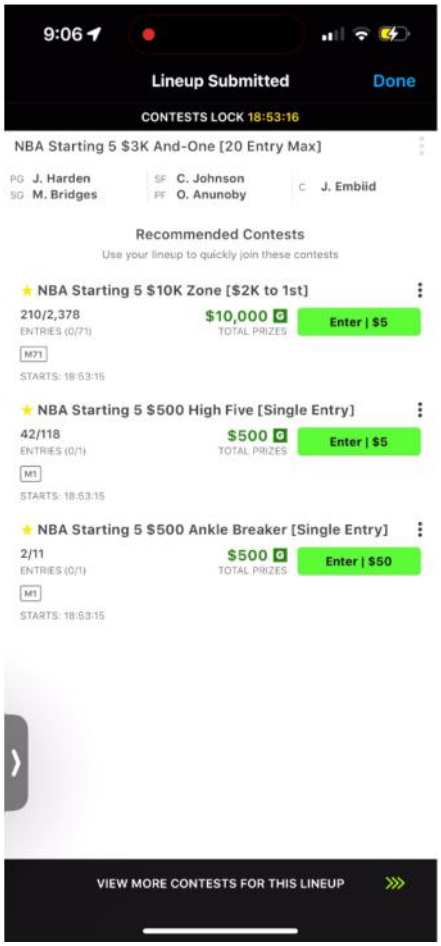


Screenshot of DraftKings Daily Fantasy App showing examples of available sports contests.



Screenshot of DraftKings Daily Fantasy App showing a user can build a lineup.

79. To increase user participation and corresponding Daily Fantasy Sports revenue, DraftKings recommends that users join multiple contests and provides functionality for users to enter their lineups quickly in multiple contests. For example, DraftKings recommends contests and instructs users to use their lineup to quickly join those contests.



Screenshot of the DraftKings Daily Fantasy app (showing that DraftKings recommends additional contests to join with the same lineup).

80. To encourage its customers to use the multiple-lineup functionality and increase revenue, DraftKings offers incentives to customers to enter multiple lineups.

Ex. 32 (screenshot of DraftKings' website) (showing DraftKings DFS Multi-Lineup Mania).

81. DraftKings also provides a "Bulk Enter" feature that allows customers to enter their selected lineup into multiple, simultaneous contests. In particular, this feature is intended to eliminate "[m]anually entering [e.g.,] 150 lineups into a contest one by one [which] is time consuming and prone to errors." Ex. 33 at 1.

Ex. 34 at 3 (How Do I Enter a Fantasy Sports Contest) (https://help.draftkings.com/hc/en-us/articles/4405229766163-How-do-I-enter-a-Fantasy-Sports-contest-US).

E. <u>DraftKings Pick 6</u>

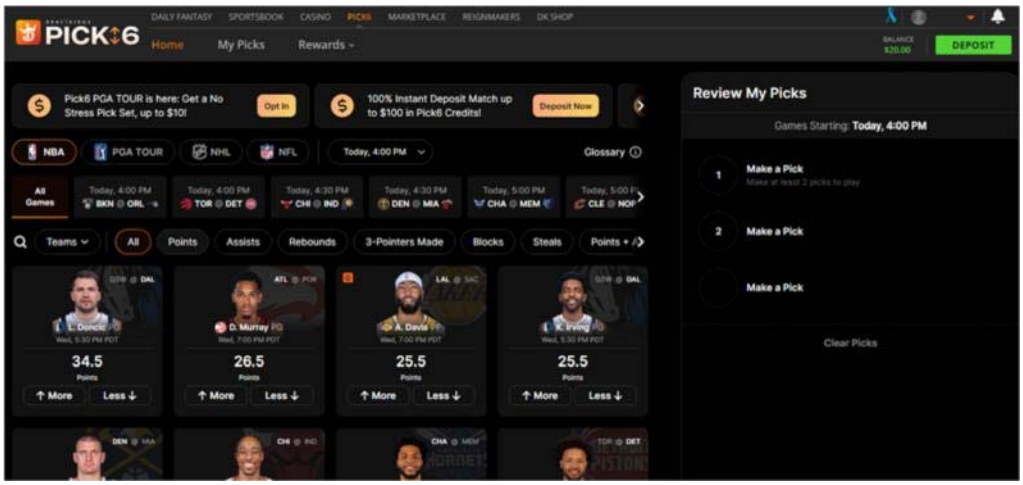
82. DraftKings Pick6: Fantasy Game ("DK Pick6" or "Pick6") is an online gaming platform that allows users to participate in peer-to-peer fantasy sports games where participants create a lineup of 2 to 6 athletes from a single sport and predict whether each athlete will outperform their statistical projections. DK Pick6 covers major sports such as the NFL and NBA. Players compete against each other by entering their "Pick Sets" into contests, and winners are determined based on the accuracy of their predictions. Correct picks earn players a share of the cash prizes available in the contests.

83. DK Pick6 can be accessed via the DraftKings mobile application, which is available on iOS, iPad, and Android devices, including iPhones, iPads, Android phones, and

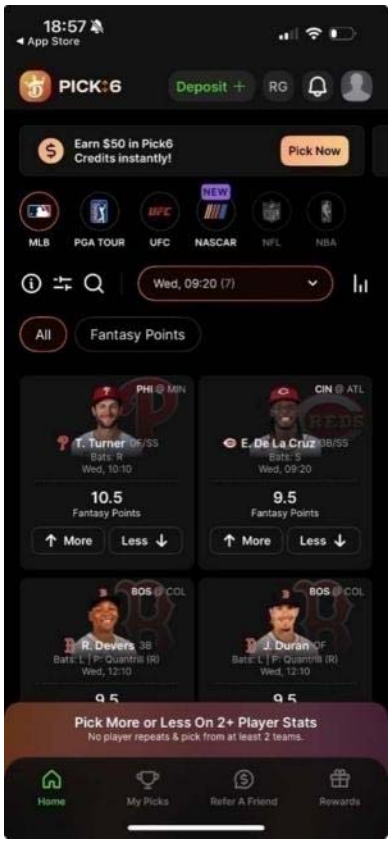
tablets. Additionally, the feature is accessible through the DraftKings web application, allowing users to make their predictions from a personal computer, laptop, or other computing devices. This accessibility ensures that players can engage with DK Pick6 at home, work, or on the go.

Screenshot of DraftKings Pick6 App on Apple App Store.

84. DraftKings markets, advertises, sells, and offers DK Pick6 through its root website draftkings.com and subdomains, including pick6.draftkings.com. DraftKings' website and mobile applications prominently use the names "DraftKings" and "DraftKings Pick6" throughout, ensuring consistent branding and recognition across all platforms. This strategic integration within the DraftKings ecosystem broadens the appeal of the platform and enhances user engagement through diversified interactive experiences. Below is a screenshot of DraftKings' Pick 6 website.



Screenshot of DraftKings' Pick6 website.



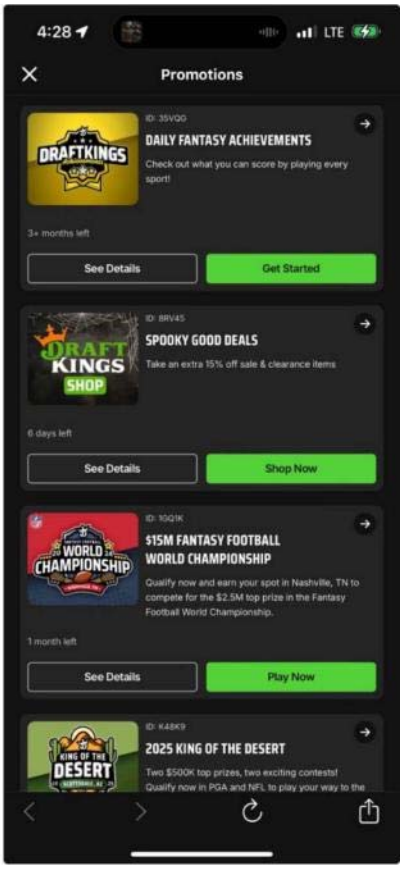
Screenshot of DraftKings' Pick6 mobile application on an Apple device.

F. <u>DraftKings' Marketing and Customer Support</u>

85. DraftKings actively markets its Accused Products through multiple channels, including social media advertising, sponsored content, in-casino advertisements, partnerships

with major sports leagues, celebrity endorsements, billboards, in-app promotions, DraftKings' websites.

Photograph of a DraftKings Sportsbook billboard.



Screenshot of the DraftKings Daily Fantasy in-app promotions.

Screenshot of a DraftKings Casino informercial promotion (available at https://www.youtube.com/watch?v=lzekX1HRkF4).

86. DraftKings also has strategic partnerships with several major sports leagues, including the National Football League (NFL), National Hockey League, (NHL), National Basketball Association (NBA), Women's National Basketball Association (WNBA), Professional Golf Association (PGA), Ultimate Fighting Championship (UFC), Professional Fighters League (PFL), and American Cornhole League (ACL). Some of these partnerships are exclusive partnerships, including its partnerships with the MLB, New England Patriots, and Barstool Sports. These sponsorships enable, for example with respect to MLB, exclusive content throughout the regular season and postseason games, product integrations on MLB platforms, and the rights to utilize the MLB marks and logos within promotional marketing.

87. DraftKings' marketing and partnerships aim to recruit new customers, reengage former customers, and retain current customers via different marketing strategies. Ex. 13 at 60-61 (DraftKings 10-K) ("We grow our business by attracting new paid users to our product offerings and increasing their level of engagement with our product offerings over time. To effectively attract and retain paid users and to re-engage former paid users, we invest in a variety of marketing channels in combination with personalized customer promotions, most of which can be used across all of our product offerings (such as free contest entries or bets or matching deposits). These investments and marketing efforts are intended to increase consumer awareness and drive engagement.").

Screenshot of a DraftKings Casino promotion offer credits to new customers.

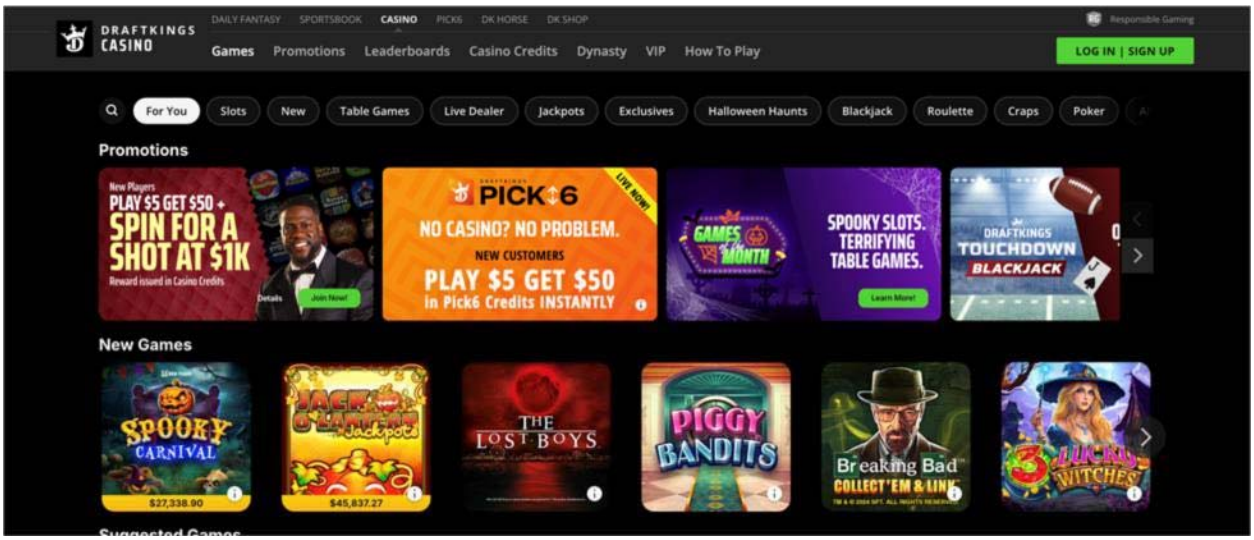
Screenshot of a DraftKings Pick6 promotion featuring Lebron James, a popular basketball.

88. The Accused Products are all integrated, allowing customers to use the same user accounts and cash deposits across the Accused Products and to seamlessly switch between them. *See* Ex. 13 (DraftKings 10-K) at 6. For example, if a DraftKings Casino user wins $1,000 and wants to use those earnings to place sports bets, the user can switch to DraftKings Casino and place bets with the $1,000 won in DraftKings Casino.

89. DraftKings encourages customers at their partner locations to engage with the Accused Products and secure them as new users of the Accused Products. Collectively, these strategies increase DraftKings' ability to cross-sell the Accused Products, which extracts the

maximum potential revenue from a customer. Ex. 13 at 3 (DraftKings 10-K) ("We also make significant investments in sales and marketing and incentives to grow and retain our paid user base, including personalized cross-product offers and promotions, and promote brand awareness to attract the 'skin-in-the-game' sports fan. . . . When we launch our Sportsbook and iGaming product offerings in a new jurisdiction, we invest heavily in user acquisition, retention and cross-selling until the new jurisdiction provides a critical mass of users engaged across our product offerings."); *see also* Ex. 21 (2020 investor presentation) (describing DraftKings' promotional efforts to increase usage of the Accused Products).

Ex. 21 at 12. This cross-selling can be done with, for example, advertising across different products. In the screenshot below, DraftKings is advertising for its Pick6 service on its DraftKings Casino.



Screenshot of the DraftKings Casino website showing promotions to encourage customers to use the Pick6 product.

90. In addition to its marketing strategies and promotions, DraftKings encourages customers to actively engage with its platform by providing comprehensive resources through its Help Center, an FAQ site designed to assist users. The Help Center offers detailed guides on how to play various games and understand the underlying concepts. For example, it includes sections like *Sports Betting Explained*, *How to Play Daily Fantasy Sports*, *How to Play Casino Games*, and a *Glossary of Fantasy Sports Terms*. Ex. 35 (Sports Betting Explained), Ex. 31 (How to Play Daily Fantasy Sports); Ex. 36 (How to Play Casino Games), Ex. 37 (Glossary of Fantasy Sports Terms). All of these sections are intended to encourage and increase customers' infringing use of the Accused Products and, thereby, increase DraftKings' revenue.

91. As another example, DraftKings offers step-by-step guides and videos on how to play its casino games, including blackjack, slots, roulette, craps, and baccarat. *See, e.g.*, Ex. 38 (How to Play Blackjack). These guides also include strategies on the best way to play and bet. Ex. 39 (Blackjack Strategy: Simple Strategies to Improve Your Game). These guides and videos

are intended to encourage and increase customers' infringing use of DraftKings' infringing casino products and, thereby, DraftKings' revenues.

92. Additionally, DraftKings offers practical instructions on its website for navigating its platform, such as *How to place a bet on DraftKings*, *How to enter a Fantasy Sports contest*, and *How to make Picks*. DraftKings provides instructions on how to use the actual Accused Product platforms along with how DraftKings' contests work. *See, e.g.,* Ex. 40 (How do I place a bet on DraftKings); Ex. 34 (How do I enter a Fantasy Sports contest?); Ex. 41 (How do I make Picks?); Ex. 42 (How it Works – Contest Distribution and Prizing). These instructions are intended to encourage and increase customers' infringing use of the Accused Products and, thereby, increase DraftKings' revenue.

G. <u>DraftKings' Use of AWS Services</u>

93. In addition to its own servers, DraftKings uses cloud-hosted services to support the operation of the Accused Products and to increase its customers' usage of the Accused Products and, thereby, increase DraftKings' revenues. Ex. 43 (Migrate hundreds of microservices to the cloud with zero downtime - Part 1) ("At DraftKings, the decision to modify the topology, where some parts of the system reside On-Prem [referring to servers operated by DraftKings] and others in the Cloud, was a strategic choice aimed at leveraging the best of both environments while also considering factors such as regulatory requirements."). Specifically, DraftKings uses Amazon Web Services' (AWS) Lambda product to operate its Accused Products and improve the customers' experience with the Accused Products. *See* Ex. 44 (Making Strides Towards Serverless). Reviewing the network traffic of an Accused Product illustrates DraftKings' use of other AWS products that integrate with Lambda, including S3 (object storage system) and CloudFront (content delivery network) services. *See* Ex. 47

(DraftKings' technology profile illustrating it uses AWS services such as CloudFront S3) (https://builtwith.com/draftkings.com).

▾ General	
Request URL:	https://www.draftkin
Request Method:	GET
Status Code:	200 OK
Remote Address:	[2600:1406:3a00:a:
Referrer Policy:	strict-origin-when-c

▾ Response Headers	
Accept-Ranges:	bytes
Access-Control-Allow-Credentials:	true
Access-Control-Allow-Origin:	*
Access-Control-Expose-Headers:	Date,ETag,calculatio
Cache-Control:	public, max-age=43
Content-Length:	51708
Content-Type:	application/octet-str
Date:	Fri, 25 Oct 2024 05:
Etag:	"515a8af481f298b6
Last-Modified:	Tue, 08 Oct 2024 17
Strict-Transport-Security:	max-age=2628000 ;
X-Amz-Id-2:	3f13S+8Il0+wvLE8S
X-Amz-Request-Id:	E6MPAQ79M3SXH9
X-Amz-Server-Side-Encryption:	AES256
X-Content-Type-Options:	nosniff
X-Frame-Options:	SAMEORIGIN

Screenshot of DraftKings' network traffic with X-Amz-Id-2 in the response header, indicating use of AWS servers; *see also* Ex. 45 (listing X-Amz-Id-2 as an AWS response header).

▾ General	
Request URL:	https://d2tjpz01y5bfgl
Request Method:	GET
Status Code:	200 OK (from disk
Remote Address:	52.222.231.20:443
Referrer Policy:	strict-origin-when-cro

▾ Response Headers	
Accept-Ranges:	bytes
Age:	44916
Content-Length:	7691
Content-Type:	image/png
Date:	Thu, 24 Oct 2024 16:
Etag:	"b06aa4c1d2fc7815c
Last-Modified:	Mon, 14 May 2018 15:
Server:	AmazonS3
Via:	1.1 6ecf574c848f26fb
X-Amz-Cf-Id:	k32I9FMf50uqqiVifpe
X-Amz-Cf-Pop:	SFO5-C3
X-Cache:	Hit from cloudfront

Screenshot of DraftKings' network traffic with X-Amz-Cf-Id in the response header, indicating use of AWS servers; *see also* Ex. 46 (listing X-Amz-Cf-Id as an AWS response header).

94. DraftKings' SEC filings further confirm that DraftKings uses AWS services to provide the Accused Products. Ex. 13 at 19 (DraftKings 10-K) ("[DraftKings] rel[ies] on Amazon Web Services to deliver [its] product offerings to users," and "[it] host[s] certain of [its] product offerings and support [its] operations using Amazon Web Services ("AWS"), a third-party provider of cloud infrastructure services, along with other service providers.").

95. DraftKings has direction and control over AWS' servers via its services. AWS' Customer Agreement and Data Privacy Terms demonstrate that DraftKings configures, directs, and controls AWS' services like S3 and CloudFront that DraftKings is operating. By

configuring, monitoring, and orchestrating such services, DraftKings dictates how these services operate to support DraftKings' Accused Products.

96. AWS' Customer Agreement provides that customers, including DraftKings, are responsible for and control their use of AWS' servers:

- "[DraftKings is] responsible for [its] Content. [DraftKings] will ensure that [its] Content and [its] and End Users' use of [its] Content or the Services will not violate any of the Policies or any applicable law."
- "[DraftKings is] responsible for properly configuring and using the Services and otherwise taking appropriate action to secure, protect and backup your accounts and [its] Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect [its] Content from unauthorized access and routinely archiving [its] Content."
- "[DraftKings] will be deemed to have taken any action that [it] permit, assist or facilitate any person or entity to take related to this Agreement, [its] Content or use of the Services. [DraftKings is] responsible for End Users' use of [its] Content and the Services, and for their compliance with [its] obligations under this Agreement."
- "[Amazon] do[es] not provide any support or services to End Users unless [DraftKings and Amazon] have a separate agreement with [DraftKings] or an End User obligating [Amazon] to provide such support or services."

Ex. 48 (AWS Customer Agreement).

97. Additionally, AWS' data privacy terms specify that "[DraftKings] maintain[s] full control of [its] content that [it] uploads to the AWS services . . . , and [is] responsib[le] for configuring access to AWS services and resources. . . . [DraftKings] configure[s] access control

permissions for any of the services [it] develop[s] or deploy[s] in an AWS environment. [AWS] do not access or use [DraftKings'] content for any purpose without [its] agreement. Ex. 49

DRAFTKINGS' INFRINGEMENT OF WINVIEW'S PATENTS

98. DraftKings has infringed and continues to infringe one or more claims of each of the Asserted Patents by engaging in acts that constitute infringement under 35 U.S.C. § 271, including making, using, selling, and offering for sale, within this District and elsewhere in the United States, without authority or license, DraftKings' products and services falling within the scope of one or more claims of the Asserted Patents.

99. In addition to directly infringing the Asserted Patents pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, DraftKings indirectly infringes the Asserted Patents under 35 U.S.C. §§ 271(b) and (c), literally or under the doctrine of equivalents.

100. As discussed above, DraftKings induces infringement of the Asserted Patents by instructing, directing, and requiring others, including its customers, purchasers, users, and developers, to meet claim elements of the Asserted Patents, literally or under the doctrine of equivalents.

101. DraftKings contributorily infringes the Asserted Patents by making and supplying products that are components in an infringing system with components from manufacturers, customers, purchasers, users, and developers that together meet all claim elements in the Asserted Patents, literally or under the doctrine of equivalents.

DRAFTKINGS' KNOWLEDGE OF WINVIEW'S ASSERTED PATENTS

102. As set forth below, DraftKings had pre-suit knowledge of the Asserted Patents and that its Accused Products infringe the Asserted Patents. At the very least, DraftKings is aware of the Asserted Patents and of its Accused Products' infringement of the Asserted Patents

from WinView's July 25, 2025, notice letter to DraftKings, which further informed DraftKings that it is infringing the Asserted Patents. DraftKings continues to infringe WinView's Asserted Patents despite its knowledge of those patents and of its infringement.

103. WinView widely disclosed the Asserted Patents, giving notice of the Asserted Patents to DraftKings and other participants in the online gaming industry. At least as early as December 2015, WinView identified the patents in its portfolio on the intellectual property page of its website. Ex. 50 (Archive.org screenshot). WinView regularly updated this website, disclosing the Asserted Patents as they issued.

104. WinView issued public statements and press releases, including on its website, disclosing its patents and stating that, among other things, its "portfolio of [] foundational patents covers the synchronization of the second-screen with TV broadcasts and commercials and the optimum methods of monetizing sports-based games of skill, among other types of programming content." Ex. 52 at 4 (Press release).

105. DraftKings was well aware of WinView and of its technology and patents, long before WinView filed this case. WinView sought to partner with a major gaming company. In January 2019, David Lockton, WinView's Founder, President, and CEO, contacted (through a consultant) Jason Robbins, Chief Executive Officer and Co-founder of DraftKings, about a potential relationship between WinView and DraftKings. Mr. Lockton wanted to update Mr. Robbins on WinView's patented technology and to propose that WinView and DraftKings partner together to exploit that technology. Mr. Lockton requested an in-person meeting in New York or Boston.

106. Mr. Robbins responded on January 3, 2019, and invited Mr. Lockton and Tom Rogers, the Executive Chair of WinView, to meet with him in Boston.

107. In early 2019, WinView and DraftKings engaged in further communications. WinView and DraftKings discussed WinView's foundational intellectual property for wagering along with live sports, including games of skill and sports gambling in the United States. Mr. Lockton provided DraftKings with background information and forwarded to DraftKings a PowerPoint presentation mentioning WinView's patent portfolio and explaining that it covered live and mobile sports betting and WinView's paid-entry skill games.

108. Instead of a meeting, Mr. Robbins arranged a January 22, 2019, phone call between Chrissie Gorman, DraftKings' Vice President of Corporate Development, Mr. Lockton, and Mr. Rogers. During this meeting, the participants discussed WinView's patents and patented technology platform, including the applicability of WinView's patents to DraftKings' operations.

109. Mr. Robbins expressed interest in learning more and sent an NDA to WinView. The NDA stated that the parties will exchange confidential information for purposes of "pursuing a potential transaction between the parties." Before signing the NDA, Mr. Lockton revised the NDA to expressly include the parties' agreement that, by entering into the NDA, WinView was not waiving "any of its ownership or enforcement rights to any of its patents," thereby further communicating to DraftKings that WinView would consider enforcing its patents against DraftKings if they were unable to reach a business resolution. Faisla Hasan, DraftKings' Deputy General Counsel, accepted the changes and signed and returned the NDA to Mr. Lockton, thereby confirming DraftKings' awareness of the potential for WinView to enforce its patents against DraftKings if it did not take a license.

110. WinView personnel then had separate due diligence calls with Ms. Gorman and Ezra Kucharz, DraftKings' Chief Business Officer. Following these calls, WinView then sent a PowerPoint presentation specifically prepared for DraftKings which included slides describing

WinView's "Deep Patent Pool" of "58 patents" covering functionality discussed below for "In-Play Betting," "games of skill and games of chance," and "lock-outs." Ex. 3 at 3, 8, 9. WinView's presentation further informed DraftKings that "WinView has 58 patents securing its unique business model" and covering live and mobile sports betting and stated that these "patents provide the foundational intellectual property for playing along with live sports—synchronization and lock out—and enable revenue generating from [the] entire marketplace." *Id.* at 3. WinView's presentation to DraftKings further explained that its "patent portfolio covers both games of skill and games of chance," is intellectual property "centered on [the] ability to synchronize broadcast to mobile viewership supporting the most popular approach to sports betting," referenced that the patents cover synchronization between live broadcasts and in-game wagering and use lockouts to ensure wagering integrity. *Id.* at 8. The presentation also informed DraftKings that WinView's over "1200 individual [patent] claims eliminate potential work-arounds" and that one of its next steps was "[f]inalizing patent litigation financing." *Id.* at 9. By providing this presentation and in combination with WinView's meetings and oral discussions, WinView put DraftKings on notice of WinView's Asserted Patents and that they covered the functionality of DraftKings' Accused Products.

111. DraftKings investigated WinView and its business as part of these discussions, including its patents. To assist DraftKings with its due diligence, on March 8, 2019, Mark Richman, WinView's CFO, set up a secure data room for DraftKings. WinView's data room included confidential PowerPoint presentations, operating information, and relevant patent information. As a result of DraftKings' investigation into WinView's patents, DraftKings further became aware of the Asserted Patents and of its infringement of those patents.

112. WinView's disclosures to DraftKings included detailed information regarding WinView and its patented technology. During the discussions between WinView and DraftKings, DraftKings specifically requested information from WinView regarding its patents. WinView provided DraftKings with an intellectual property "Status Report." Ex. 4 (IP status report). WinView's Status Report specifically identified the respective parent patent applications for the asserted '543 and '988 Patents. *Id.* at at 6 (listing the application that issued as the '543 Patent); *id*. at 12 (listing the application that issued as the '988 Patent). WinView's Status Report further identified the respective family members of the '988 and '543 Patents. DraftKings' request for this diligence into WinView's intellectual property and WinView's provision of this patent Status Report in connection with DraftKings' investigation of WinView and WinView's patents further demonstrates DraftKings' awareness of the Asserted Patents and that they cover the Accused Products.

113. WinView also provided DraftKings with a "Master Due Diligence" presentation in March 2019. The diligence presentation highlighted WinView's patented technology, its "foundational" patent portfolio, its willingness to provide a license to its intellectual property, and WinView's proposed partnership with DraftKings. WinView's provision of this Master Due Diligence document yet further demonstrates DraftKings' awareness of the Asserted Patents and that they cover the Accused Products.

114. Several weeks later and after DraftKings had already investigated WinView and its patents, Ms. Gorman informed Mr. Rogers that the senior management of DraftKings was too busy with rolling out their new sports betting operation in New Jersey and had no bandwidth to further consider the WinView opportunity.

115. In late 2020, after both the Asserted Patents had issued, WinView again proposed that DraftKings enter into a relationship with WinView. DraftKings declined to participate in such discussions. Instead, DraftKings elected to continue its infringement of the Asserted Patents without permission.

116. DraftKings continues to infringe the Asserted Patents, even after WinView sent it a notice letter on July 25, 2025 (the "Notice Letter"), after both of the Asserted Patents issued. "provides further notice that DraftKings . . . [is] infringing multiple patents owned by WinView IP Holdings, LLC." Ex. 5 at 1.

117. WinView's Notice Letter further informed DraftKings that "DraftKings' products and services infringe one or more claims of at least the following WinView patents . . . U.S. Patent No. 10,721,543 entitled "Method Of And System For Managing Client Resources And Assets For Activities On Computing Devices," and "U.S. Patent No. 10,806,988 entitled "Method Of And System For Conducting Multiple Contests Of Skill With A Single Performance," the two patents WinView is now asserting. *Id.*

118. WinView further informed DraftKings that "DraftKings is directly infringing each of the above-listed patents with respect to the following products and services in the United States: DraftKings Sportsbook and Casino; DraftKings Casino; DraftKings Fantasy Sports; DraftKings Pick6: Fantasy; and DK Horse," identifying the Accused Products at issue in this action. *Id*. at 2. The Notice Letter also states that "[t]hese products directly infringe WinView patents. In addition, DraftKings, at least by supplying its products and services to the U.S. marketplace and U.S. consumers, is contributing to the infringement of each of the above-listed patents by U.S. consumers through their infringing use of the above-listed DraftKings products and services. Furthermore, DraftKings, by providing instructions for the use of DraftKings

products and services, is inducing its customers' infringement of each of the above-listed patents through their use of the above-listed DraftKings products and services." *Id.*

119. WinView's Notice Letter concluded by stating that "DraftKings' ongoing infringement of WinView's patents in view of the above notice is willful. Accordingly, WinView demands that DraftKings immediately cease its willfully infringing activities related to the above-listed patents and seek to enter into a license to WinView's patents. WinView reiterates its repeated offer to discuss a patent license and business partnership opportunities that would be mutually beneficial for both DraftKings and WinView. *Id*. at 3.

120. Despite WinView's Notice Letter, which referred to the Asserted Patents and notified DraftKings of the Accused Products that infringe, DraftKings has not taken any steps to remedy this violation since receiving this letter.

121. Because of DraftKings' ongoing infringement of WinView's patents and unwillingness to participate in discussions regarding WinView's intellectual property, WinView Inc. filed suit against DraftKings on July 7, 2021, asserting that DraftKings infringes WinView's '543 Patent and subsequently asserted the '988 Patent against DraftKings. *WinView Inc. v. DraftKings, Inc.*, No. 21-cv-13405 (D.N.J.), Dkt. 1.

122. From all of the above, DraftKings had knowledge of the Asserted Patents prior to the filing of this action and is further aware of infringement of WinView's Asserted Patents from its receipt of WinView's notice letter and Complaints.

COUNT I
(Direct Infringement of U.S. Patent No. 10,721,543)

123. WinView repeats, realleges, and incorporates herein by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

124. In violation of 35 U.S.C. § 271(a), DraftKings directly infringed and continues to infringe the ’543 Patent, including without limitation exemplary Claim 118, by making, using, importing, selling, and offering for sale in the United States DraftKings Sportsbook and Casino, DraftKings Casino, DraftKings Fantasy Sports, DraftKings Pick6: Fantasy Game, and DK Horse (the “’543 Accused Products”).

125. As set forth above in the Section entitled The Parties, Defendants DraftKings NV, DK Crown, and Crown Gaming operate as a single, consolidated joint enterprise, and the acts of one Defendant are attributable to the others. Thus, Defendants directly infringe by operating as a joint enterprise.

126. DraftKings’ acts of making, using, importing, selling, and offering for sale the infringing ’543 Accused Products have been without the permission, consent, authorization, or license of WinView. Indeed, DraftKings declined WinView’s request that DraftKings partner with WinView and continues to infringe despite WinView’s notice letter to DraftKings.

127. DraftKings’ infringement is based upon literal infringement or, at the very least, infringement under the doctrine of equivalents.

128. DraftKings owns and controls the operation of the ’543 Accused Products and generates substantial financial revenues therefrom. DraftKings puts into service these products and directs and controls their operations as the licensed operator of these systems. To the extent portions of the ’543 Accused Products are hosted on AWS servers, as discussed above, DraftKings controls the operation of the servers, puts them into use, and obtains the benefits of their use by using its software hosted on AWS servers to operate the ’543 Accused Products in order to generate revenue.

129. To the extent DraftKings' customers, purchasers, users, developers, vendors, and manufacturers direct and control portions of the devices and methods in the claims, DraftKings obtains benefits from its control over the system and the performance of the claimed methods as a whole. Indeed, as the licensed operator, DraftKings is responsible for controlling, monitoring, and operating all aspects of the Accused Products.

130. DraftKings also has directly infringed and continues to directly infringe the '543 Patent by having its employees test and use the '543 Accused Products in the United States, performing the claimed methods. In order to maintain legal compliance, DraftKings is required to periodically monitor and ensure that the '543 Accused Products are performing as designed and intended. DraftKings further directly infringes by marketing and distributing the '543 Accused Products, which constitutes infringing offers to sell and sales.

131. By way of example of DraftKings' infringement of the '543 Patent, the '543 Accused Products meet all of the limitations of exemplary Claim 118 of the '543 Patent, which recites:

> Claim 118. A method implemented on a server device comprising:
>
> > sending a set of service-related information related to a location of the mobile Internet-connected computing device to an activity client, wherein the location determines the set of service related information to be loaded;
> >
> > receiving a selection of a service from the activity client to be utilized by a user;
> >
> > sending a set of service-specific information related to the service to the mobile Internet-connected computing device including:
> >
> > > sending a list of assets to the mobile Internet-connected computing device;
> > >
> > > comparing the list of assets with a first set of assets;
> > >
> > > sending only a second set of assets within the list of assets that are not already resident on the mobile Internet-connected computing device,

wherein the second set of assets are grouped into a set of necessary assets and a set of preferred assets; and

executing an application related to the service within the activity client on the mobile Internet-connected computing device.

132. The ’543 Accused Products infringe the ’543 Patent, including exemplary Claim 118 in violation of 35 U.S.C. § 271(a)-(c). For example, the method recited is implemented on a server, as discussed below.

133. DraftKings performs the method implemented on a server device that interacts with an app or webpage which is downloaded to a device in order to implement the ’543 Accused Products. These product offerings are provided by DraftKings from servers. Ex. 13 (DraftKings 10-K) at 19 (“We host certain of our product offerings and support our operations using Amazon Web Services (‘AWS’), a third-party provider of cloud infrastructure services, along with other service providers”). As discussed above, DraftKings is using AWS’ Lambda function as a service. Reviewing the network traffic illustrates DraftKings’ use of AWS’ S3 (object storage system) and CloudFront (content delivery network) services. *See* Ex. 47 (DraftKings’ technology profile illustrating it uses AWS services such as CloudFront S3).

▾ General

Request URL:	https://www.draftkin
Request Method:	GET
Status Code:	200 OK
Remote Address:	[2600:1406:3a00:a:
Referrer Policy:	strict-origin-when-c

▾ Response Headers

Accept-Ranges:	bytes
Access-Control-Allow-Credentials:	true
Access-Control-Allow-Origin:	*
Access-Control-Expose-Headers:	Date,ETag,calculatio
Cache-Control:	public, max-age=43
Content-Length:	51708
Content-Type:	application/octet-str
Date:	Fri, 25 Oct 2024 05:
Etag:	"515a8af481f298b6
Last-Modified:	Tue, 08 Oct 2024 17
Strict-Transport-Security:	max-age=2628000 ;
X-Amz-Id-2:	3f13S+8Il0+wvLE8S
X-Amz-Request-Id:	E6MPAQ79M3SXH9
X-Amz-Server-Side-Encryption:	AES256
X-Content-Type-Options:	nosniff
X-Frame-Options:	SAMEORIGIN

Screenshot of DraftKings' network traffic with X-Amz-Id-2 in the response header; *see also* Ex. 45 (listing X-Amz-Id-2 as an AWS response header).

▾ General

Request URL:	https://d2tjpz01y5bfgl
Request Method:	GET
Status Code:	200 OK (from disk
Remote Address:	52.222.231.20:443
Referrer Policy:	strict-origin-when-cro

▾ Response Headers

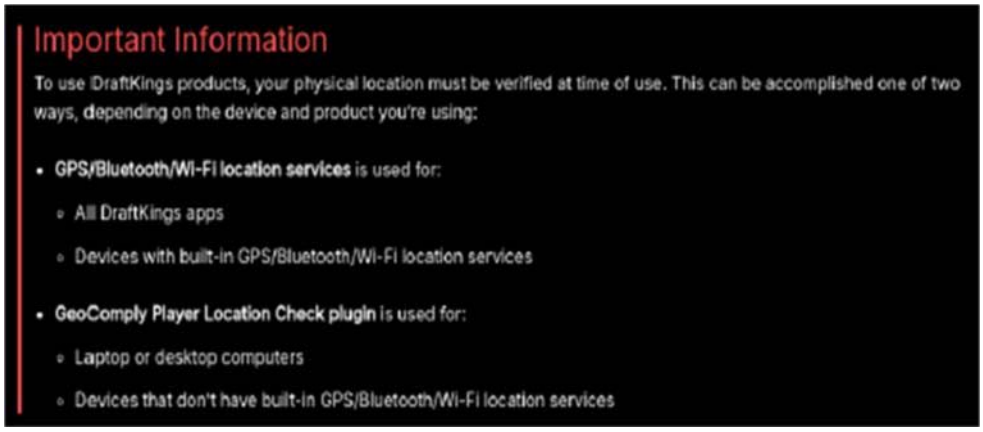
Accept-Ranges:	bytes
Age:	44916
Content-Length:	7691
Content-Type:	image/png
Date:	Thu, 24 Oct 2024 16:
Etag:	"b06aa4c1d2fc7815c
Last-Modified:	Mon, 14 May 2018 15:
Server:	AmazonS3
Via:	1.1 6ecf574c848f26fb
X-Amz-Cf-Id:	k32I9FMf50uqqiVifpe
X-Amz-Cf-Pop:	SFO5-C3
X-Cache:	Hit from cloudfront

Screenshot of DraftKings' network traffic with X-Amz-Cf-Id in the response header; *see also* Ex. 46 (listing X-Amz-Cf-Id as an AWS response header).

134. DraftKings' SEC filings further confirm its use of AWS services to implement the '543 Accused Products. Ex. 13 at 19 (DraftKings 10-K) ("We rely on Amazon Web Services to deliver our product offerings to users," and "[w]e host certain of our product offerings and support our operations using Amazon Web Services ("AWS"), a third-party provider of cloud infrastructure services, along with other service providers."). DraftKings' use of AWS and its supporting operation for DraftKings Sportsbook and Casino is at the direction and control of DraftKings.

135. In order to operate the '543 Accused Products, DraftKings sends a specific set of service-related information to be loaded onto the '543 Accused Products on customers' devices via an activity client (DraftKings' software for the '543 Accused Products, which includes

functionality for managing activity information and data for the specific gaming services that DraftKings offers). The service-related information provided to each specific device is determined by the location of each device. DraftKings uses the location of its customers' mobile devices in order to provide the service-related information for reasons including at least legal compliance. DraftKings is required by law to determine the geographic location of the customers' mobile devices and customers' physical location, as customers must be located in a state that allows the game the customer seeks to play. Therefore, DraftKings uses that location data to determine the gaming options that are available to the customer, as shown below.



Ex. 27 (screenshot of DraftKings help center article describing how DraftKings uses GPS, Bluetooth, and Wi-Fi location services to determine the location of customer devices).

Ex. 22 (screenshot of DraftKings article describing listing jurisdictions where sports betting is allowed).

136. When customers attempt to use the '543 Accused Products, DraftKings determines the geographic location of the customers' mobile devices and uses that location data to determine the set of service-related information to be loaded onto a user's device, such as gaming options made available to the customer. With respect to DraftKings Sportsbooks, DraftKings offers different Sportsbook content between states which may include college sports. For example, Louisiana does not have any restrictions on sports betting, while Connecticut has restrictions on "in-state collegiate teams." Therefore, during a game where UConn is playing LSU at home in Connecticut, an individual physically located in Connecticut would not be able to bet on a UConn game, whereas an individual physically located in Louisiana could bet on the game. The table below summarizes DraftKings' state-specific betting restrictions with respect to college sports.

State	In-state college teams offered	College team props	College player props	Heisman Winner
AZ	✓	⊖	⊖	✓
CO	✓	✓	⊖	⊖
CT	⊖	✓	✓	⊖
DC	⊖	✓	✓	✓
IL	⊖	✓	✓	✓
IN	✓	✓	✓*	✓
IA	✓	✓	⊖	✓
KS	✓	✓	✓	✓
KY	✓	✓	✓	✓
LA	✓	✓	⊖	✓
ME	⊖	⊖	⊖	✓
MD	✓	✓	⊖	✓
MA	⊖	✓	⊖	⊖
MI	✓	✓	✓	✓
NC	✓	✓	✓	✓
NH	⊖	✓	✓	✓
NJ	⊖	✓	✓	✓
NY	⊖	✓	⊖	⊖
OH	✓	✓	⊖	✓
OR	⊖	⊖	⊖	⊖
PA	✓	✓	⊖	✓
TN	✓	✓*	⊖	✓
VA	⊖	✓	⊖	⊖
VT	⊖	✓	⊖	⊖
WA	⊖	✓	✓	⊖
WV	✓	✓	✓	✓
WY	✓	✓	✓	✓

Ex. 81 (Showing DraftKings Sportsbooks College Betting Restrictions).

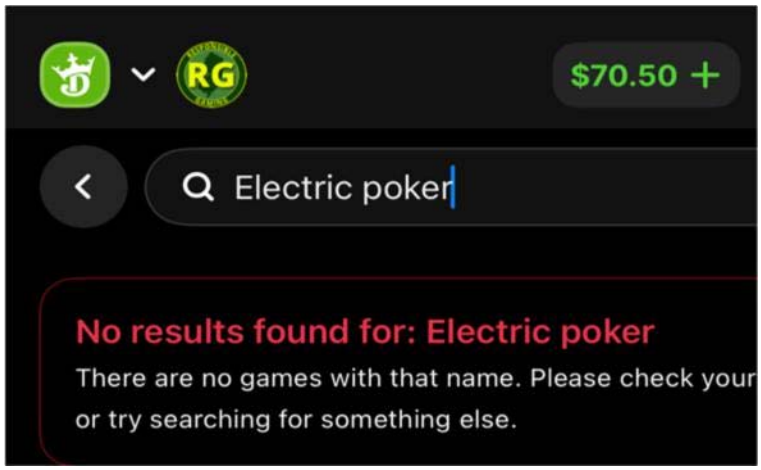
137. Similarly, with respect to DraftKings Casino, DraftKings offers different games depending on the location of the customer. *See* Ex. 24 at 1 (Where is online gambling legal?) ("Games legalized through the legislation include poker, slots, and other table games."); *id*. at 2 ("Games legalized through the legislation include slots, and other table games."). For example, DraftKings' Electric Poker is only available in Michigan and Pennsylvania. Ex. 82 (Where is DraftKings Electric Poker Available) ("At this time, to play DraftKings Electric Poker you must be physically located in Michigan or Pennsylvania."). Thus, only customers located in Michigan or Pennsylvania will be provided with the opportunity to access Electric Poker and data related to that specific game.

Where is DraftKings Electric Poker Available? (US)

At this time, to play DraftKings Electric Poker you must be physically located in Michigan or Pennsylvania. Learn more about where DraftKings Casino is available.

Please note, Casino Credits can be used on select games, excluding Electric Poker.

Ex. 82.

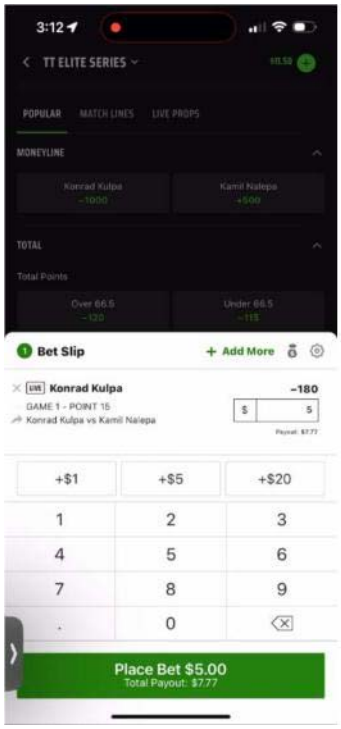


Screen capture from DraftKings Casino app being operated in New Jersey not showing data corresponding to the Electric Poker game.

138. This information enables DraftKings to identify the location of the Internet-connected computing device (such as the customers' smartphone or laptop). Using this information, DraftKings' server provides to the customer's device the specific set of information for the particular betting service the customer is using. The service provided is location specific. For instance, it may include games available based on particular sporting events occurring in a particular location at that time, or it may be filtered and limited to the type of activities permitted by the law in that location.

139. As discussed above, the list of available events and game information offered to customers changes based on the customers' locations. DraftKings then receives a selection from the customers' devices corresponding to the location specific service-related information loaded

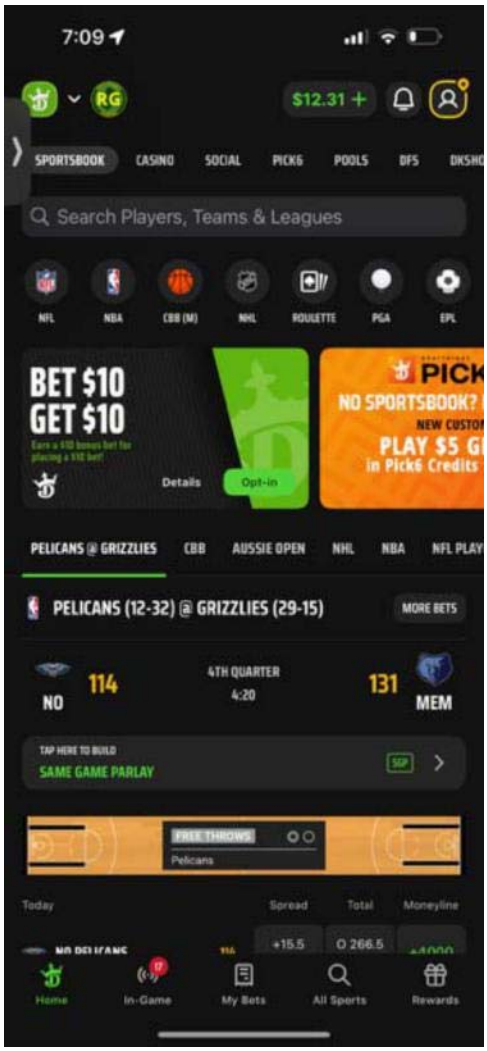
onto the customer's device. This may include, for example, the submission of a bet, as shown below.



Screenshot of the DraftKings Sportsbooks app showing data input by the customer for a selected game that is allowed in the customer's location.

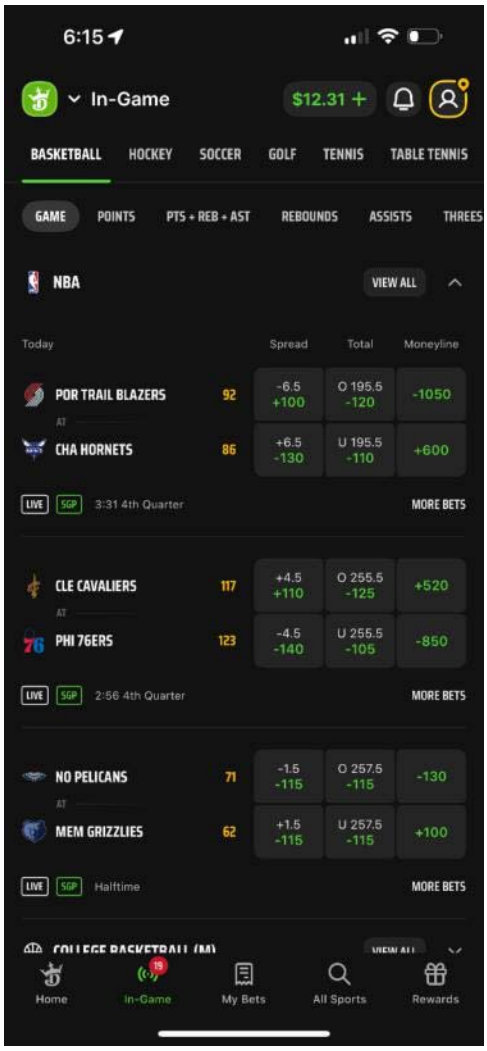
Screenshot of DraftKings Casino app showing data input by the customer for a selected game that is allowed in the customer's location.

140. The service-related information provided may also include DraftKings' different sports offerings and product offerings, such as DraftKings Casino, DraftKings Sportsbook and Casino, Daily Fantasy, and Pick6, with links to the various services a user may select, as shown in the screenshot below.



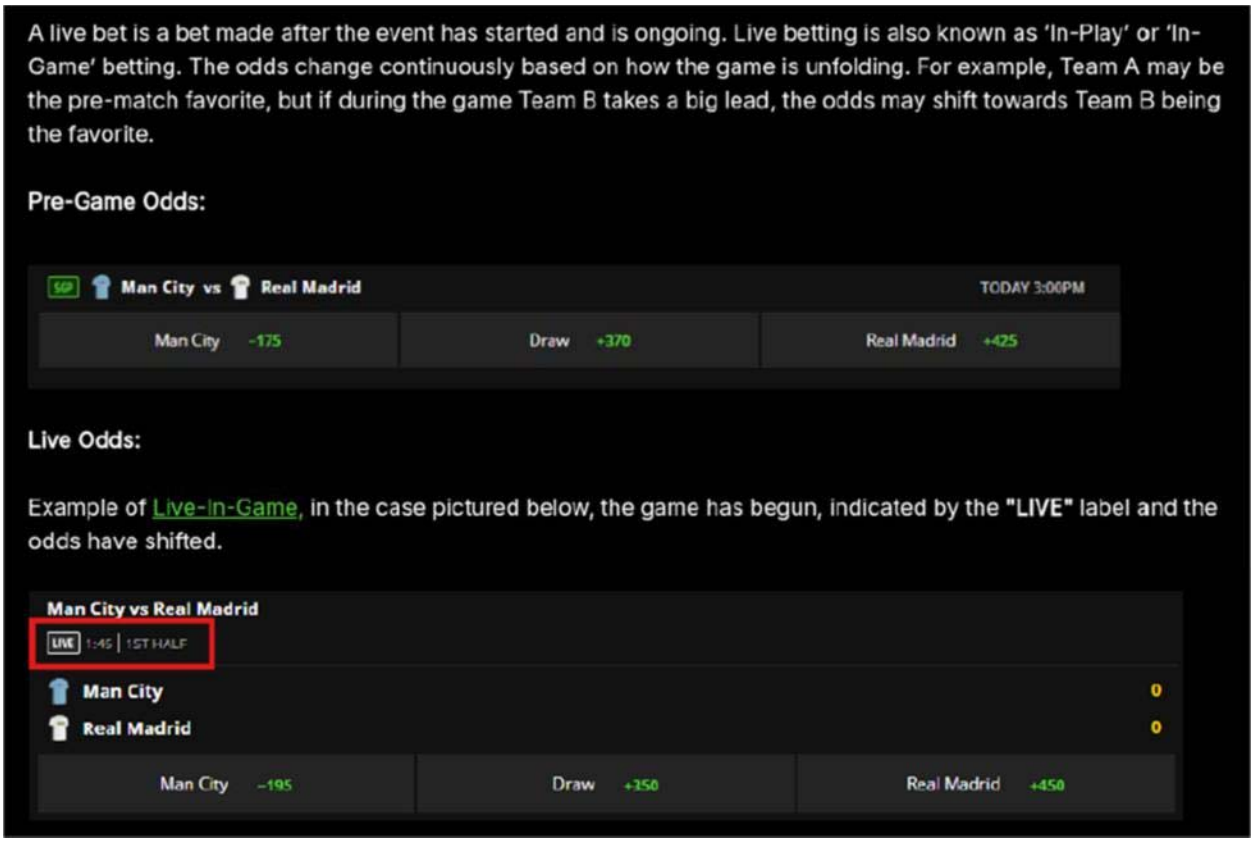
Screenshot of DraftKings Sportsbook and Casino app showing service-related information sent to customer's device.

141. In response, DraftKings sends a set of service-specific information related to the location-specific service the user is given access to. This may include, at least, a list of current live gaming events and promotions sent to a customer's mobile device and provided on one of DraftKings' apps, as shown in the screenshot below.



Screenshot of DraftKings Sportsbook App showing a list of available gaming events.

142. DraftKings sends a list of assets to the Internet-connected computing device, such as the customer's mobile phone. Throughout the duration of the game, DraftKings continuously communicates with customers' devices that are running the '543 Accused Products in order to provide information, such as real-time game statistics and betting information, during a live gaming event. In order to do so, DraftKings send lists of assets to users' devices which can be compared to the existing list of assets on the device or subsequent lists that are generated on the device, as shown in the screenshot below.



143. The continuous communication of new assets not previously received by the customer's device is shown by looking at the network traffic for an in-game bet. The screenshot below illustrates that the '543 Accused Products operating on customers' devices subscribe to data streams after connecting to a live bet, indicating that DraftKings' servers are sending the new data assets not already located on the customer's device. The entries that begin '{"event":"Event", "data":' are examples of a list of assets, with the green arrow indicating a message sent from a customer's device and received by DraftKings' servers and the red arrow indicating a message that DraftKings' servers sent to the customer's device.

Data

{"event":"pusher:connection_established","data":"{\"socket_id\":\"27584.26536606\",...
{"event":"pusher:subscribe","data":{"channel":"prod-corsair-30357853"}}
{"event":"pusher:subscribe","data":{"channel":"prod-corsair-30358154"}}
{"event":"pusher:subscribe","data":{"channel":"prod-corsair-30316262"}}
{"event":"pusher_internal:subscription_succeeded","data":"{}","channel":"prod-corsai...
{"event":"pusher_internal:subscription_succeeded","data":"{}","channel":"prod-corsai...
{"event":"pusher_internal:subscription_succeeded","data":"{}","channel":"prod-corsai...
{"event":"Event","data":"{\"id\":\"30358154\",\"entityType\":0,\"sportOrder\":0,\"leag...
{"event":"Event","data":"{\"id\":\"30358154\",\"entityType\":0,\"sportOrder\":0,\"leag...
{"event":"Event","data":"{\"id\":\"30358154\",\"entityType\":0,\"sportOrder\":0,\"leag...
{"event":"Event","data":"{\"id\":\"30357853\",\"entityType\":0,\"sportOrder\":0,\"leag...
{"event":"Event","data":"{\"id\":\"30358154\",\"entityType\":0,\"sportOrder\":0,\"leag...
{"event":"Event","data":"{\"id\":\"30357853\",\"entityType\":0,\"sportOrder\":0,\"leag...
{"event":"Event","data":"{\"id\":\"30358154\",\"entityType\":0,\"sportOrder\":0,\"leag...
{"event":"Event","data":"{\"id\":\"30357853\",\"entityType\":0,\"sportOrder\":0,\"leag...
{"event":"Event","data":"{\"id\":\"30357853\",\"entityType\":0,\"sportOrder\":0,\"leag...

Ex. 77.

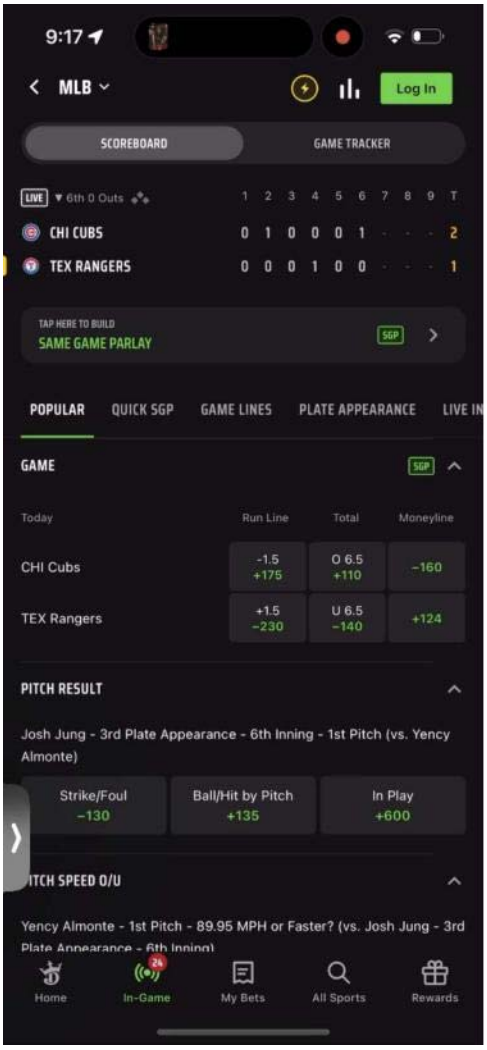
144. The following is an exemplary excerpt from a list of assets sent by DraftKings for a basketball game.


```
1 {"event":"Event","data":"{\"id\":\"30357853\",\"entityType\":0,\"sportOrder\":0,\"leagueOrder\":0,
  \"isTopLeague\":false,\"participants\":[{\"id\":\"747\",\"name\":\"SAC
  Kings\",\"venueRole\":\"Home\"},{\"id\":\"2047\",\"name\":\"DAL
  Mavericks\",\"venueRole\":\"Away\"}],\"marketGroups\":[{\"id\":\"3624\",\"sortingKey\":0},{\"id\":
  \"3625\",\"sortingKey\":0},{\"id\":\"3626\",\"sortingKey\":0},{\"id\":\"3627\",\"sortingKey\":0},{
  \"id\":\"3628\",\"sortingKey\":0},{\"id\":\"3629\",\"sortingKey\":0},{\"id\":\"3630\",\"sortingKey
  \":0},{\"id\":\"3631\",\"sortingKey\":0},{\"id\":\"539\",\"sortingKey\":0},{\"id\":\"540\",\"sorti
  ngKey\":0},{\"id\":\"541\",\"sortingKey\":0},{\"id\":\"542\",\"sortingKey\":0}],\"totalMarketsCoun
  t\":157,\"marketLinesCount\":184,\"startEventDate\":\"2024-03-30T02:10:00.0000000Z\",\"status\":\"
  InProgress\",\"score\":{\"homeScore\":\"98\",\"awayScore\":\"101\",\"combinedSecondTierScores\":[\
  "26 : 34\",\"25 : 26\",\"22 : 22\",\"28 :
  16\"],\"additionalScores\":{\"basketballFirstQuarterScore1\":\"34\",\"basketballFirstQuarterScore2
  \":\"26\",\"basketballFourthQuarterScore1\":\"16\",\"basketballFourthQuarterScore2\":\"28\",\"bask
  etballOverTimeScore1\":\"0\",\"basketballOverTimeScore2\":\"0\",\"basketballSecondQuarterScore1\":
  \"26\",\"basketballSecondQuarterScore2\":\"25\",\"basketballThirdQuarterScore1\":\"22\",\"basketba
  llThirdQuarterScore2\":\"22\"}},\"isLive\":true,\"isGoingLive\":false,\"isTeamSwap\":true,\"liveGa
  meState\":{\"clockRunning\":true,\"clockDirection\":\"Timer\",\"gameTime\":205,\"gamePart\":\"Four
  thQuarter\"},\"isSuspended\":false}","channel":"prod-corsair-30357853"}
```

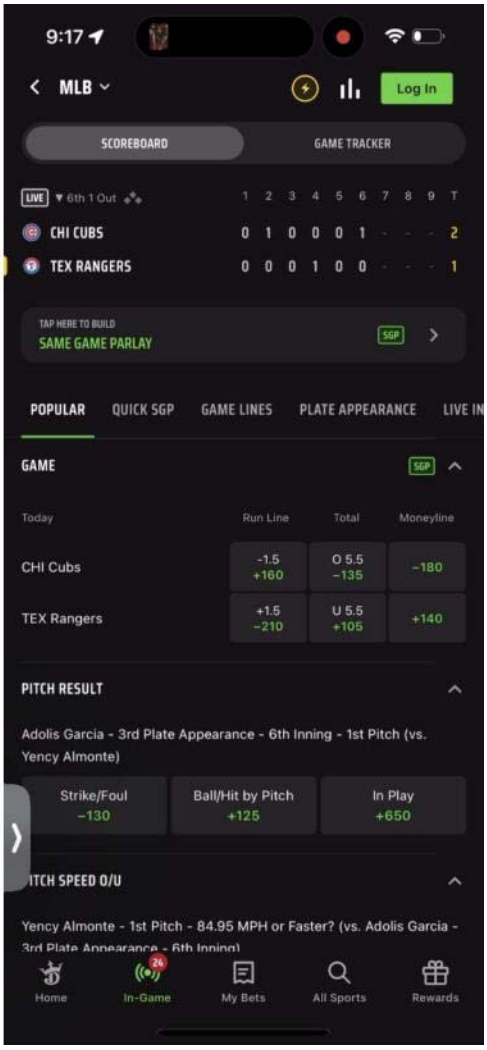

Ex. 78.

145. This list of assets can be compared with a subsequent list. The example below shows screenshots from DraftKings Sportsbook and Casino relating to an MLB game between the Chicago Cubs and the Texas Rangers. These screenshots show that DraftKings is providing

updates with game statistics, such as score, batting information, inning information, and betting information.



Screenshot of the DraftKings Sportsbook app.



Screenshot of the DraftKings Sportsbook app with new pitch result and odds data.

146. Comparing the two screenshots above, DraftKings updated the odds for the moneyline bet in response to the Texas Rangers' player, Josh Jung, making an out. DraftKings also updated the game statistics to reflect the first out in the sixth inning for the Rangers.

147. In the course of providing these updates, DraftKings sends only assets that are not already resident on the customer's device. The first list of assets can contain pre-game betting

odds, and the second list of assets can contain updated betting odds based on in-game events. For example, DraftKings sends odds for which team will win a game both prior to the start of the game and during the game. As another example, a first list of assets can contain previously updated betting odds and a second list of assets can contain the odds that have changed based on in-game events.

148. For example, with respect to the MLB game described above, the score, previously updated moneyline odds, and pitch results odds for the player at bat prior to the home run comprise a first list of assets. After the home run, the game statistics and odds will be outdated, so DraftKings sends a second list of assets that contains at least the updated score, moneyline odds, and pitch results odds for the new player at bat. The above screen captures show the addition of a new asset received from DraftKings (pitch result odds for new player at bat) and the removal of former assets that are no longer needed (pitch result odds for the player who already hit the home run).

149. As stated above, the various services provided to DraftKings' gaming customers are executed on DraftKings applications on mobile, Internet-connected devices, including for example, the DraftKings Sportsbook App, which a user may access on a mobile internet-connected computing device such as a mobile phone, tablet, or laptop.

150. Thus, DraftKings '543 Accused Products satisfy all elements of exemplary Claim 118 of the '543 Patent.

151. DraftKings' direct infringement of the '543 Patent has injured and continues to injure WinView in an amount to be proven at trial, but not less than a reasonable royalty.

152. The USPTO issued U.S. Patent Application No. 16 / 216,885 as the '543 Patent on July 21, 2020. For the reasons discussed above in the Section entitled DraftKings' Knowledge of

the Asserted Patents, DraftKings became aware of the ’543 Patent and aware that its activities concerning the ’543 Accused Products infringed the ’543 Patent no later than upon its issuance on July 21, 2020. At the very least, DraftKings became aware of its infringement of the ’543 Patent from its receipt on July 7, 2021, of WinView’s Complaint, which specifically explains DraftKings’ infringement of the ’543 Patent, and from its receipt of WinView’s July 25, 2025, notice letter to DraftKings. Dkt. 1; Ex. 5.

153. DraftKings’ pre-suit infringement and ongoing infringement since the filing of this action and since its receipt of WinView’s notice letter are willful, blatant, and in egregious disregard for WinView’s patent rights in the ’543 Patent.

154. DraftKings’ infringement has caused and is continuing to cause damage and irreparable injury to WinView, and WinView will continue to suffer damage and irreparable injury unless and until that infringement is enjoined by this Court.

155. As discussed above, DraftKings acted recklessly, willfully, and wantonly, and deliberately engaged in acts of infringement of the ’543 Patent, justifying an award to WinView of increased damages under 35 U.S.C. § 284, and attorney’s fees and costs incurred under 35 U.S.C. § 285. WinView is further entitled to injunctive relief, damages, and any other relief in accordance with 35 U.S.C. §§ 283, 284, and 285 for DraftKings’ direct infringement of the ’543 Patent.

COUNT II
(Indirect Infringement of U.S. Patent No. 10,721,543)

156. WinView repeats, realleges, and incorporates herein by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

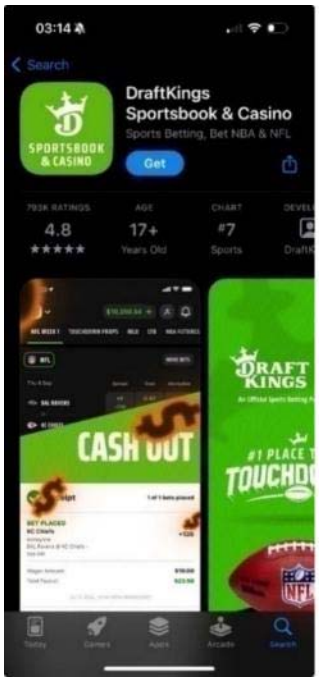
157. As set forth above, DraftKings has had knowledge of its infringement of WinView’s ’543 Patent since at least as early as July 21, 2020, and has further knowledge of the

’543 Accused Products’ infringement of the ’543 Patent from the July 25, 2025, notice letter that WinView sent to DraftKings.

158. As set forth above, the ’543 Accused Products directly infringe the ’543 Patent. DraftKings has induced and continues to induce its customers’ direct infringement of one or more claims of the ’543 Patent under 35 U.S.C. § 271(b) by, among other activities, knowingly, actively, and intentionally, aiding and abetting, assisting, encouraging, instructing, directing, requiring and guiding its customers to directly infringe one or more claims of the ’543 Patent by using the ’543 Accused Products.

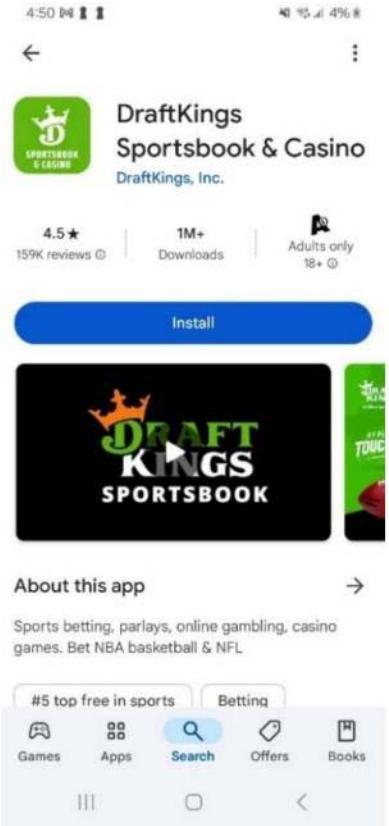
159. DraftKings knowingly and actively encourages third parties, such as its customers, to use in the United States smartphones and computers that operate the ’543 Accused Products, by encouraging the customers to install these products on their devices and then use the products to place wagers and play casino games. As discussed above, when the ’543 Accused Products are used to gamble, they necessarily infringe the ’543 Patent. Therefore, DraftKings’ encouragement of its customers to use the ’543 Accused Products to gamble necessarily encourages its customers to directly infringe the ’543 Patent.

160. As an example of DraftKings’ active encouragement of its customers’ direct infringement, DraftKings makes its Sportsbook and Casino products conveniently accessible by offering the services on its website and mobile applications for Android, iOS, and iPadOS.

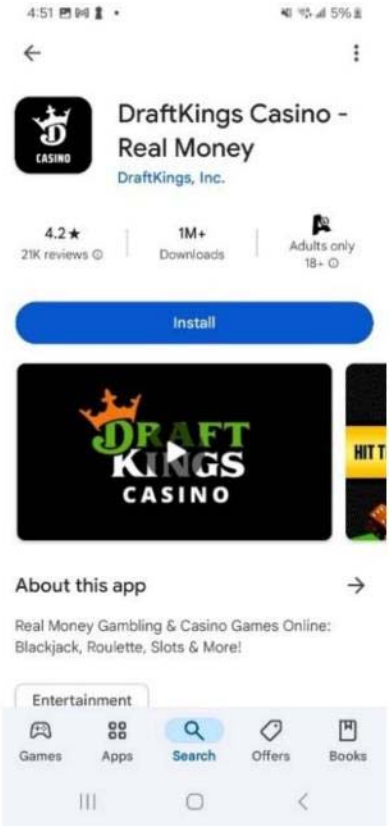


Screenshot of DraftKings Sportsbook & Casino as available for iOS from the Apple App Store.

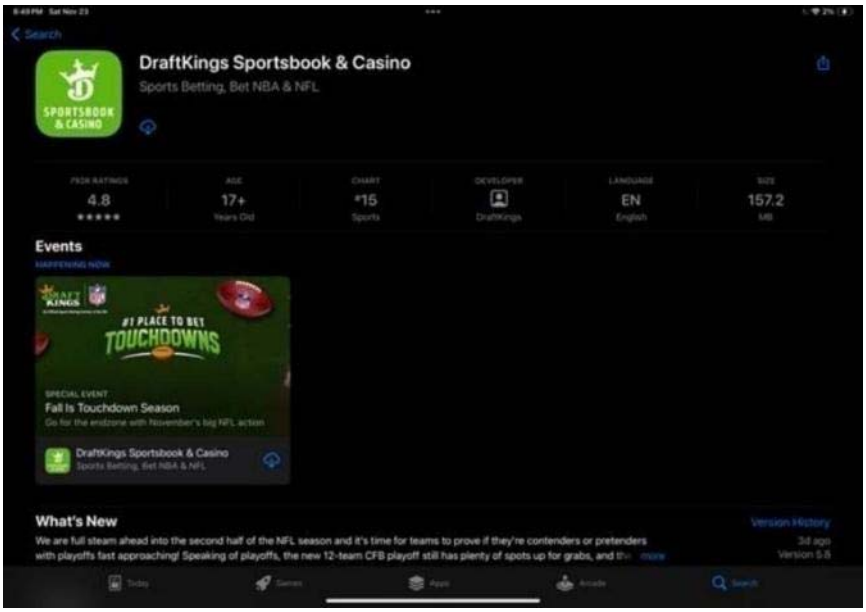
Screenshot of Casino App as available for iOS from the Apple App Store.



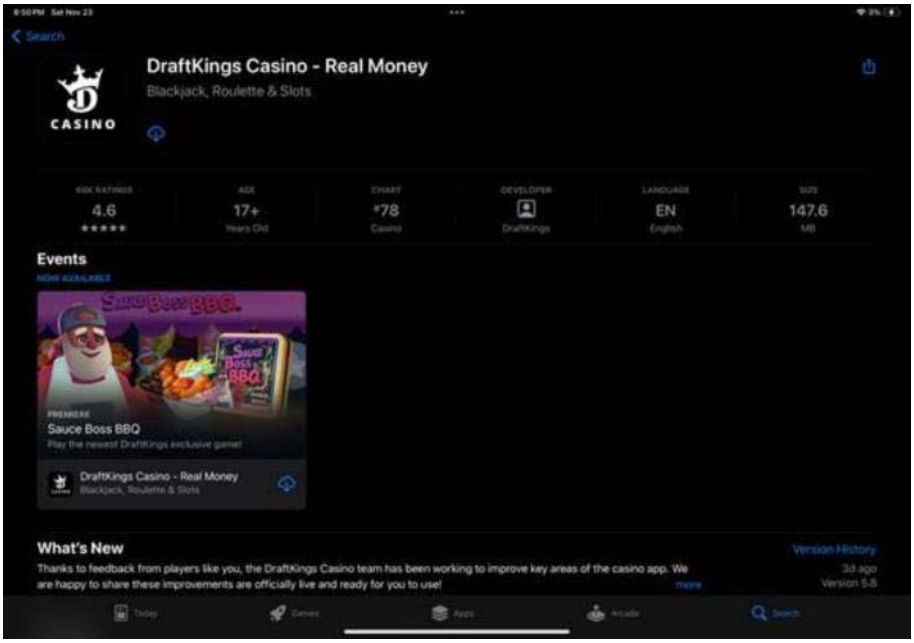
Screenshot of DraftKings Sportsbook & Casino App as available for Android devices from the Google Play Store.



Screenshot of DraftKings Casino App as available for Android devices from the Google Play Store.



Screenshot of DraftKings Sportsbook & Casino App for iPadOS as available from the Apple App Store.



Screenshot of DraftKings Casino App for iPadOS as available from the Apple App Store.

161. DraftKings further encourages customers to actively engage with its platform by providing comprehensive resources through its Help Center, an FAQ site designed to assist customers. Through its Help Center, DraftKings offers detailed guides on how to play various

games and understand the underlying concepts. For example, DraftKings provides customers with sections like *How to Play - Sportsbook*, *How to Place a Bet on DraftKings;* and *How to Play Casino Games*. Ex. 58 (How to Play - Sportsbook); Ex. 40 (How do I place a bet on DraftKings); Exs. 36, 59 (How to Play Casino Games). As explained above, following these instructions to gamble will necessarily result in customers infringing the '543 Patent.

162. Additionally, DraftKings offers practical instructions on its website for navigating its platform, such as *How to Bet 101: Sports Betting Explained* and *How to Play Online Casino Games*. DraftKings provides instructions on how to use the actual Accused Product platforms. Ex. 35 (Sports Betting Explained), Ex. 36 (How to Play Online Casino Games).

163. DraftKings' marketing aims to recruit new customers, reengage former customers, and retain current customers via different marketing strategies. Ex. 13 at 60-61 (DraftKings 10-K) ("We grow our business by attracting new paid users to our product offerings and increasing their level of engagement with our product offerings over time. To effectively attract and retain paid users and to re-engage former paid users, we invest in a variety of marketing channels in combination with personalized customer promotions, most of which can be used across all of our product offerings (such as free contest entries or bets or matching deposits). These investments and personalized promotions are intended to increase consumer awareness and drive engagement.").

164. DraftKings also offers a variety of promotions and incentives to encourage customers to use the '543 Accused Products to make wagers, such as "odds boost" increased payouts, early exit refunds if a player is injured, and "no sweat" bets where the customer gets an additional bet if their first bet does not pay off.

165. All the elements of the claims of the ’543 Patent are used by DraftKings and its customers, purchasers, users, developers, vendors, and manufacturers, or a combination thereof. As set forth above, DraftKings has known or has been willfully blind to the fact that it is inducing others to infringe by practicing, either themselves or in conjunction with DraftKings, one or more claims of the ’543 Patent.

166. DraftKings also contributed to infringement of and continues to contribute to customers’ infringement of one or more claims of the ’543 Patent pursuant to 35 U.S.C. § 271(c). As discussed above, DraftKings has done so with knowledge or willful blindness that by selling, offering to sell, and operating the ’543 Accused Products within the United States, without authority from WinView, it is providing the ’543 Accused Products which are materials and apparatuses for practicing the claimed inventions of one or more claims of the ’543 Patent. The ’543 Accused Products are material components of the systems infringing one or more claims of the ’543 Patent. The ’543 Accused Products are not staple articles or commodities of commerce suitable for substantial non-infringing uses. As discussed above, when the ’543 Accused Products are used to gamble, which is their only substantial intended function, they infringe the ’543 Patent.

167. DraftKings’ indirect infringement of the ’543 Patent has injured and continues to injure WinView in an amount to be proven at trial, but not less than a reasonable royalty.

168. DraftKings’ indirect infringement has caused and is continuing to cause damage and irreparable injury to WinView, and WinView will continue to suffer damage and irreparable injury unless and until that infringement is enjoined by this Court.

169. DraftKings’ indirect infringement of the ’543 Patent is reckless, willful, wanton, deliberate and in blatant and egregious disregard for WinView’s patent rights, justifying an

award to WinView of increased damages under 35 U.S.C. § 284 and attorney's fees and costs incurred under 35 U.S.C. § 285.

170. WinView is entitled to injunctive relief, damages, and any other relief in accordance with 35 U.S.C. §§ 283, 284, and 285 for DraftKings' indirect infringement.

COUNT III
(Direct Infringement of U.S. Patent No. 10,806,988)

171. WinView repeats, realleges, and incorporates herein by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

172. In violation of 35 U.S.C. § 271(a), DraftKings directly infringed and continues to directly infringe the '988 Patent, including without limitation exemplary Claim 64, by making using, importing, selling, and offering for sale in the United States DraftKings Fantasy Sports and DraftKings Pick6: Fantasy Game (the "'988 Accused Products").

173. As set forth above in the Section entitled The Parties, Defendants DraftKings NV, DK Crown, and Crown Gaming operate as a single, consolidated joint enterprise, and the acts of one Defendant are attributable to the others. Thus, Defendants directly infringe by operating as a joint enterprise.

174. DraftKings' acts of making, using, importing, selling, and offering for sale the infringing '988 Accused Products have been without the permission, consent, authorization, or license of WinView. Indeed, DraftKings declined WinView's request that DraftKings partner with WinView and continues to infringe despite WinView's notice letter to DraftKings.

175. DraftKings' infringement is based upon literal infringement or, at the very least, infringement under the doctrine of equivalents.

176. DraftKings owns and controls the operation of its '988 Accused Products and generates substantial financial revenues therefrom. DraftKings puts into service these products

and directs and controls their operations as the licensed operator of these systems. To the extent portions of the ’988 Accused Products are hosted on AWS servers, as discussed above, DraftKings controls the operation of the servers, puts them into use, and obtains the benefits of their use by using its software hosted on the AWS servers to operate the ’988 Accused Products in order to generate revenue.

177. To the extent DraftKings’ customers, purchasers, users, developers, vendors, and manufacturers direct and control portions of the devices and methods in the claims, DraftKings obtains benefits from its control over the system and the performance of the claimed methods as a whole. Indeed, as the licensed operator, DraftKings is responsible for controlling, monitoring, and operating all aspects of the Accused Products.

178. DraftKings also has directly infringed and continues to directly infringe the ’988 Patent by having its employees test and use the ’988 Accused Products in the United States. In order to maintain legal compliance, DraftKings is required to periodically monitor and ensure that the ’988 Accused Products are performing as designed and intended. DraftKings further directly infringes by marketing and distributing the ’988 Accused Products, which constitutes infringing offers to sell and sales.

179. By way of example of DraftKings’ infringement of the ’988 Patent, the ’988 Accused Products meet all of the limitations of exemplary Claim 64 of the ’988 Patent, which recites:

> Claim 64. A method programmed in a memory of a device comprising:
>
> a. generating a list of multiple contests of skill or chance to join;
>
> b. presenting the list of multiple contests of skill or chance to join, wherein the multiple contests of skill or chance correspond to one or more events;

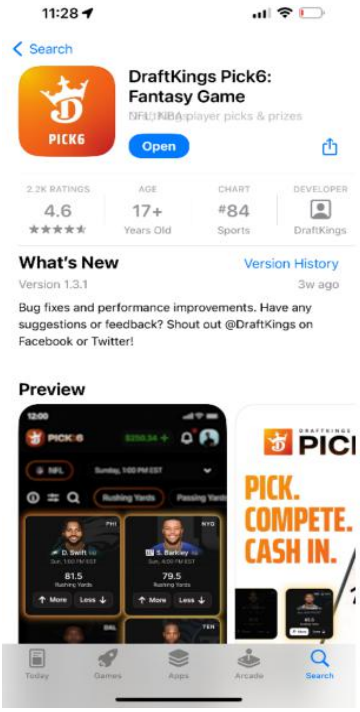
c. receiving user input including event selections related to the one or more events and to which of the multiple contests of skill or chance the selections are to be applied, wherein the event selections are separately applied to each of the selected multiple contests of skill or chance, wherein the event selections enable simultaneously and in real time participating in the selected multiple contests of skill or chance;

d. storing results and standings based on the event selections, wherein the standings are based on the results; and

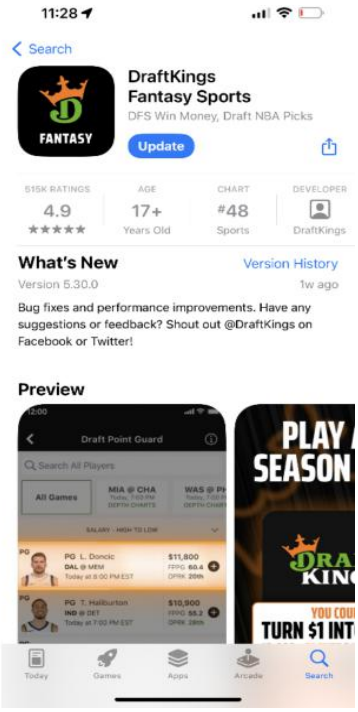
e. transmitting the standings to the device.

180. The ’988 Accused Products infringe the ’988 Patent, including exemplary Claim 64, in violation of 35 U.S.C. § 271(a)-(c). For example, they comprise a software method programmed in the memory of computer devices, as discussed below.

181. DraftKings’ Daily Fantasy and Pick6 offerings are software that are stored in the memory of customers’ electronic devices, such as smartphones and tablets. Below are screenshots of DraftKings’ Daily Fantasy and Pick6 mobile apps, on the Apple App Store.

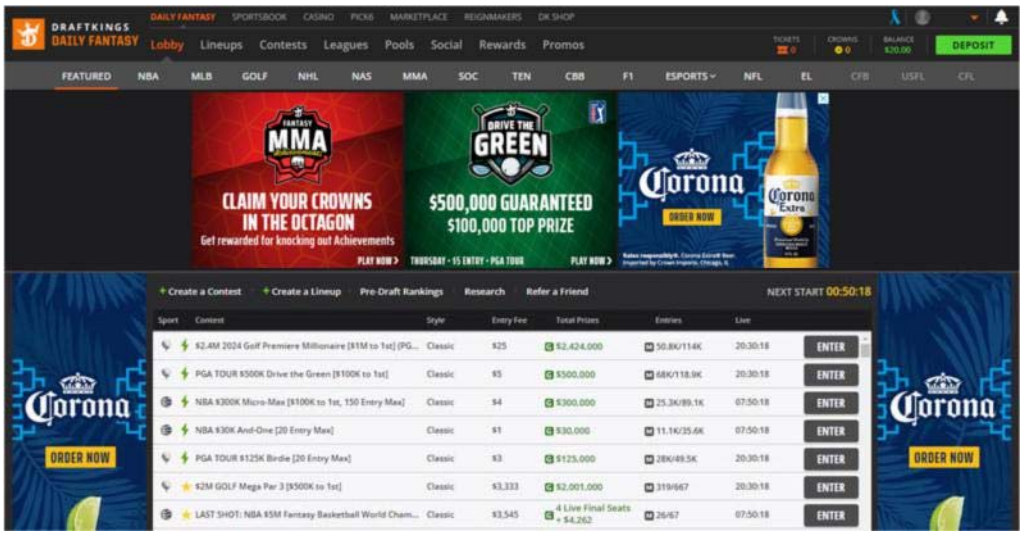


Screenshot of DraftKings Pick6 App on Apple App Store.

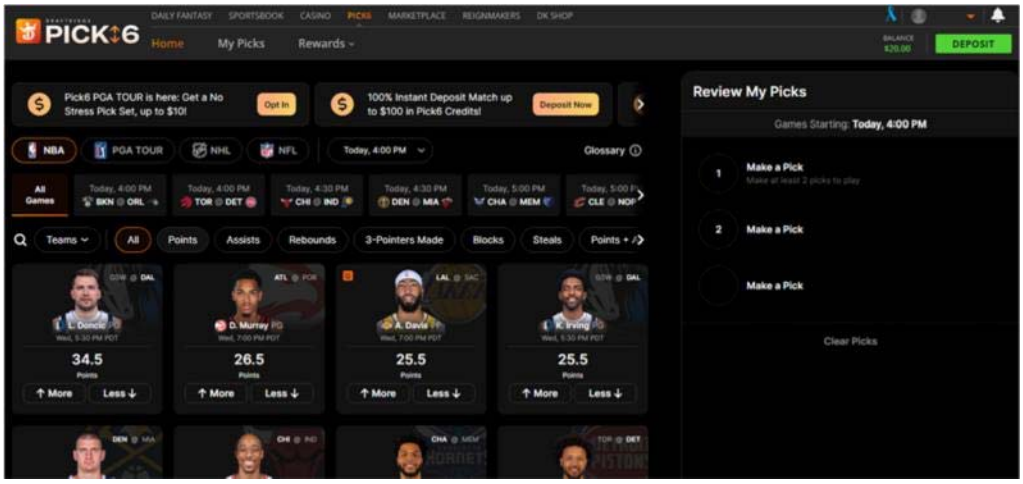


Screenshot of DraftKings Daily Fantasy App on Apple App Store.

182. Alternatively, DraftKings' Daily Fantasy and Pick6 can be accessed via websites on users' smartphones, tablets, and computers. Below is a screenshot of DraftKings' Daily Fantasy and Pick6 websites.



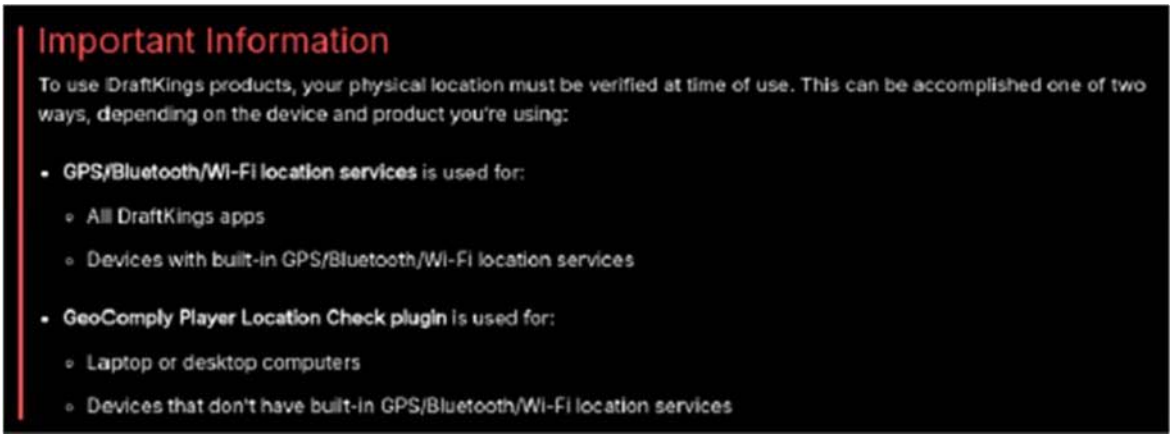
Screenshot of DraftKings' Daily Fantasy website.



Screenshot of DraftKings' Pick6 website.

183. The '988 Accused Products generate lists of contests that customers are allowed to join. DraftKings provides applications that are configured for receiving information related to one or more events, including information based on the geographic location of the device. DraftKings uses GPS, Bluetooth, Wi-Fi location services to determine the location of a device,

and present contests that a user is legally able to join. Ex. 27 (Using DraftKings with GeoComply Location Services - Overview (US))


Important Information

To use DraftKings products, your physical location must be verified at time of use. This can be accomplished one of two ways, depending on the device and product you're using:

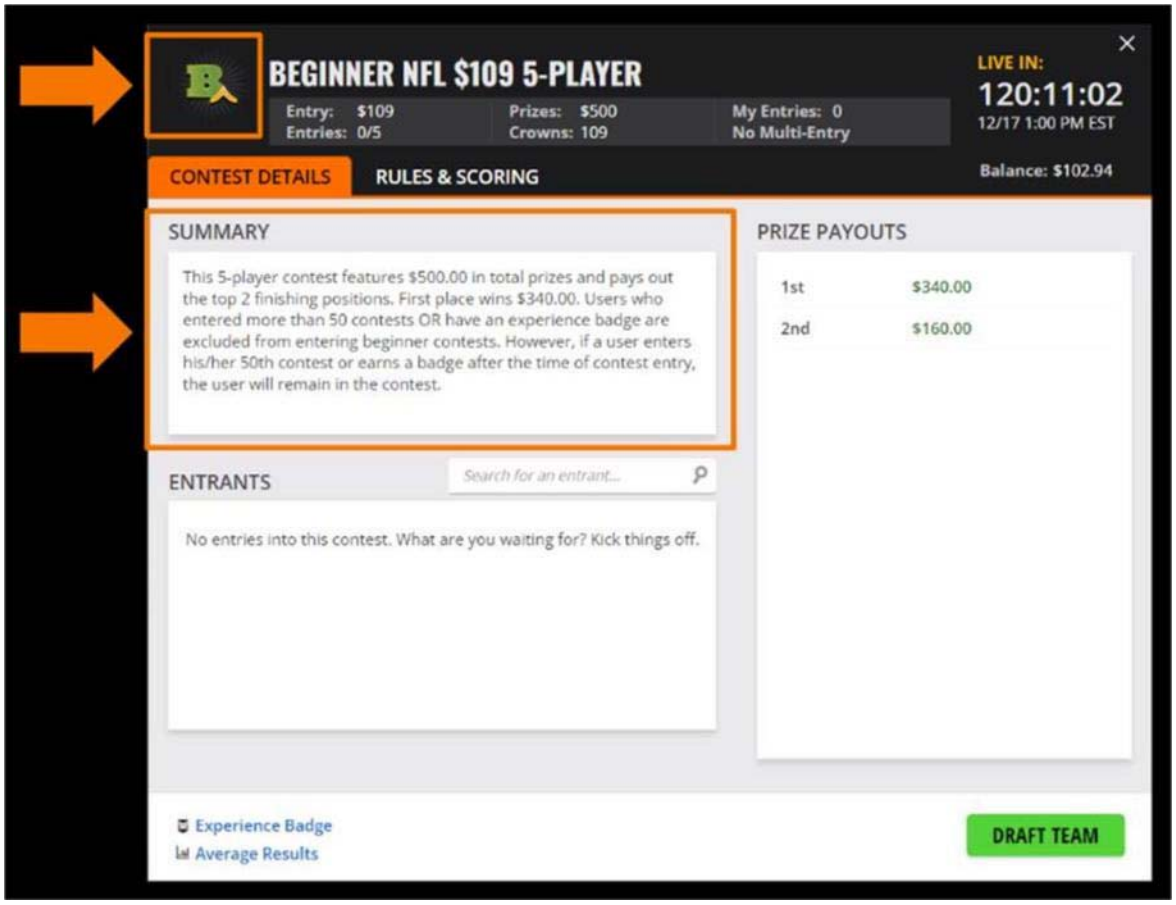
- **GPS/Bluetooth/Wi-Fi location services** is used for:
  - All DraftKings apps
  - Devices with built-in GPS/Bluetooth/Wi-Fi location services
- **GeoComply Player Location Check plugin** is used for:
  - Laptop or desktop computers
  - Devices that don't have built-in GPS/Bluetooth/Wi-Fi location services

Ex. 27.

184. DraftKings provides users with state-specific bets to ensure that customers are physically located where Daily Fantasy is legal. The '988 Accused Products identify the current geographic location of the users' mobile device or computer. The DraftKings Daily Fantasy website and mobile application will allow users to participate in contests for prizes only in jurisdictions where Daily Fantasy is permitted. *See, e.g.*, Ex. 23 (Where is DraftKings Fantasy Sports Legal?).

185. In addition to location-based offerings, Daily Fantasy provides contests where eligibility is based on users' time on the platform, skill, or participation level. For example, Daily Fantasy offers "Beginner Contests" which are available to players who have participated in fewer than 50 contests and have not earned an experience badge, allowing new users to compete against other beginners and avoid more skilled "sharks" who might otherwise dominate contests. Similarly, DraftKings offers "Casual Contests" which are intended for players who have played over fifty contests but have not yet earned an experience badge, offering a space where

intermediate players can continue to improve without facing highly skilled veterans. Exs. 66, 67, and 68.



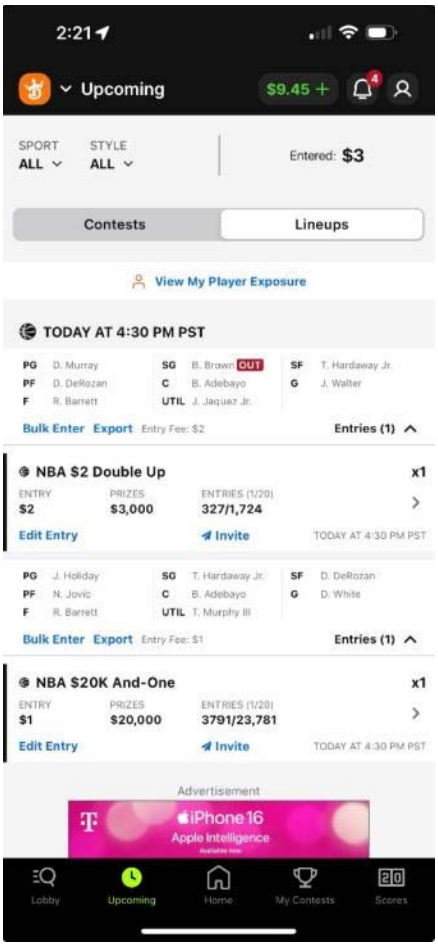
Ex. 66 (screenshot of exemplary Beginner Contest from DraftKings' website).

186. Similarly, in DraftKings' "Where is Pick6 Available?" site, DraftKings identifies the states where Pick6 is legal. Ex. 69 (Where is Pick6 Available?). In the states not listed, customers cannot access Pick6. Additionally, after determining the location of customers' devices, DraftKings confirms a secondary check of its customers' ages that is state-specific. Ex. 70 (How to play Pick6?); Ex. 69 at 3 ("Higher age limits may apply in some states."); *see also* Ex. 71, DraftKings Pick6 Review: What States Is DraftKings Legal? (providing a table of the age limits per state). For example, a customer who is eighteen cannot use Pick6 in Arizona,

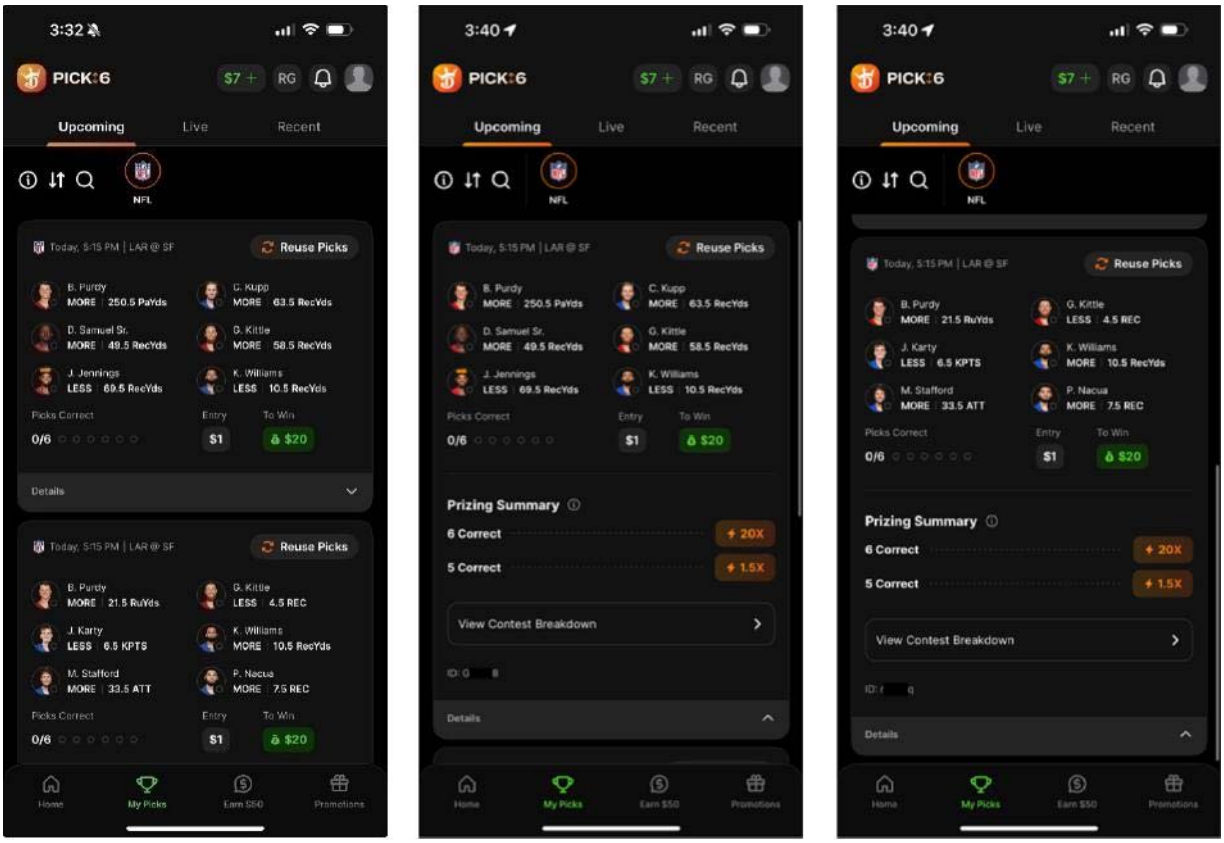
where the minimum age is twenty-one, but can use Pick6 in Georgia, where the minimum age is eighteen.

187. Based on these determinations, the ’988 Accused Products present a list of contests that customers are eligible to join, which correspond to real-world events, such as NBA basketball games.

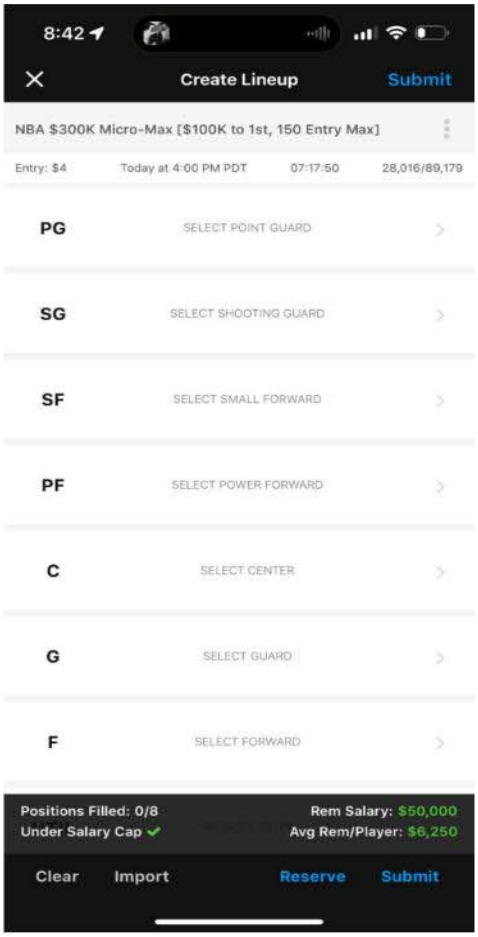
188. After displaying the list of contests, the ’988 Accused Products receive customer input related to the available contests, allowing the customers to make the same selections across multiple selected contests that can take place simultaneously. DraftKings allows users to choose a league, team, lineup, and place bets. For example, DraftKings Daily Fantasy allows users to create one or more lineups and enter the lineups into multiple contests. Each line up can be entered into a different competition. Below are screenshots of DraftKings’ Daily Fantasy Application (in this example, on an Apple device) showing that DraftKings Daily Fantasy allows a user to compete in distinct contests for each line up. In the screenshot below, the user entered the “NBA $2 Double Up” and “NBA $20K And-One” contests with different line ups. These contests will occur simultaneously and begin “TODAY AT 4:30PM EST.”



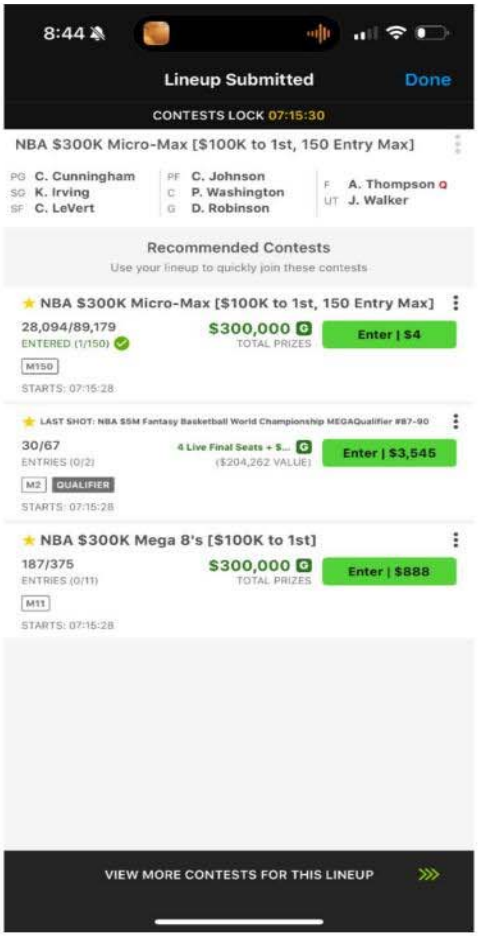
Screenshot from the DraftKings Daily Fantasy app. Similarly, with respect to Pick6, users can enter two different contests with different lineups. This is confirmed by the different contest IDs shown below.



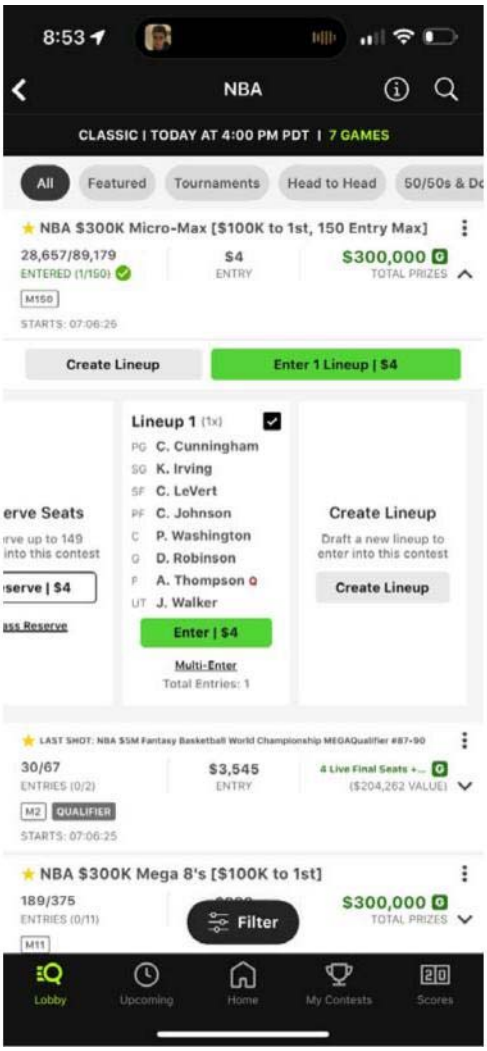
Screenshot of DraftKings Pick6 app.



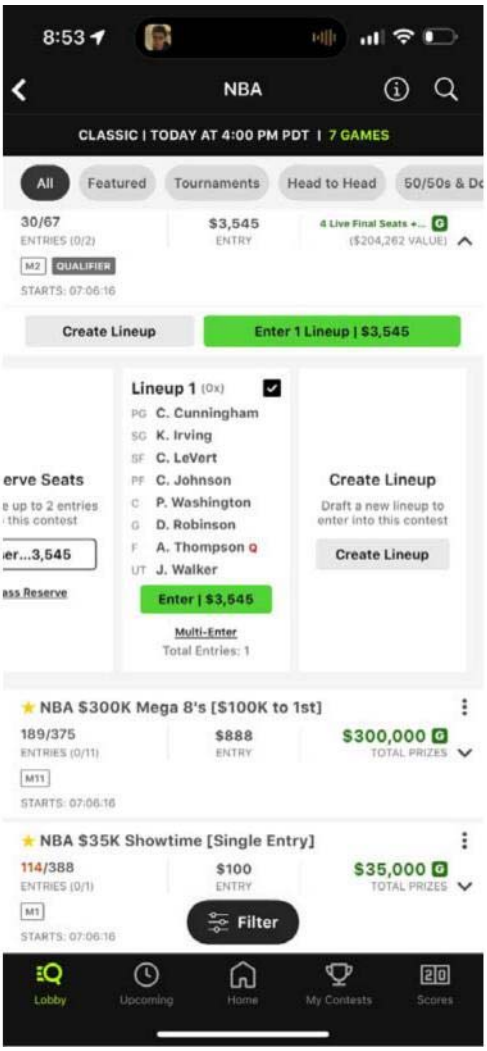
Screenshot of DraftKings Daily Fantasy App showing a user can create a lineup to enter into contests.



Screenshot of DraftKings Daily Fantasy App showing a user can enter the lineup into other contests.

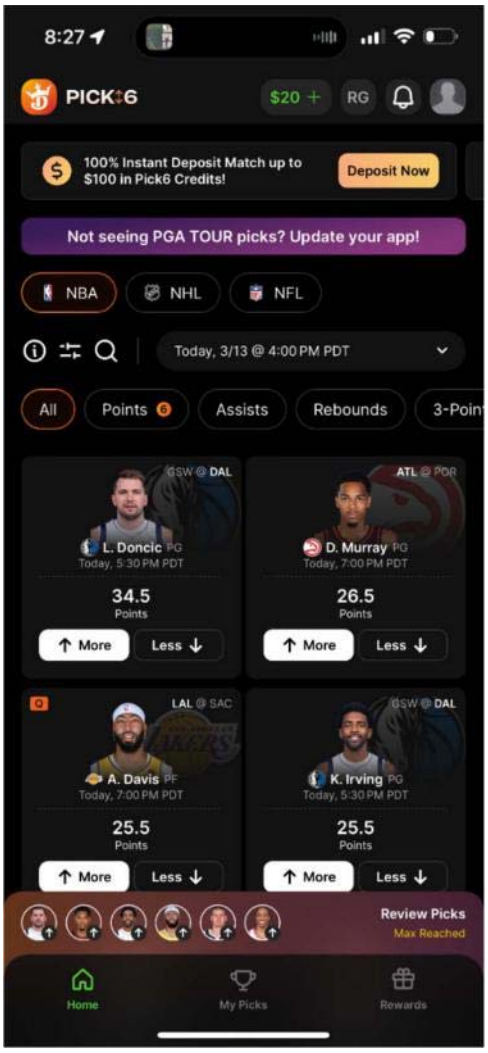


Screenshot of DraftKings Daily Fantasy App showing a user can enter the same contest with a different lineup.

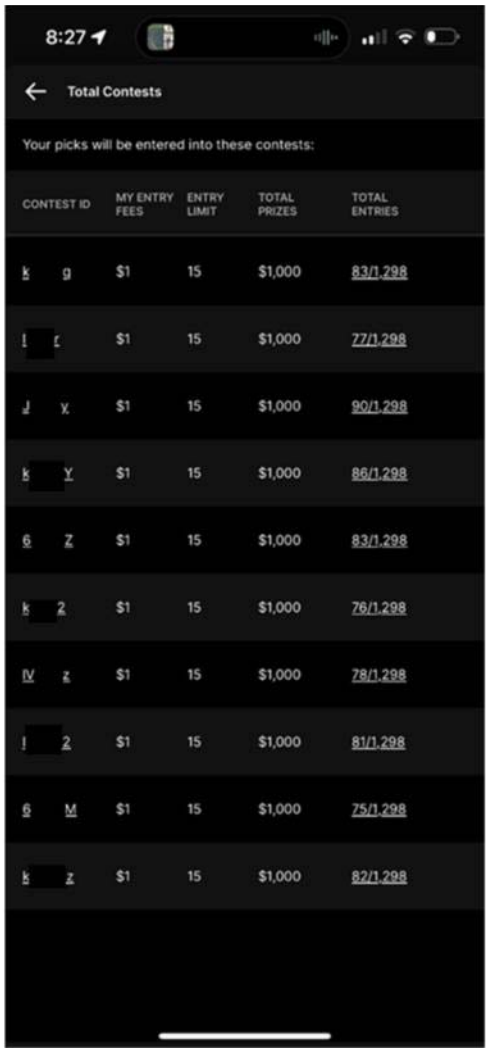


Screenshot of DraftKings Daily Fantasy App showing a user can enter different contest with a different lineup.

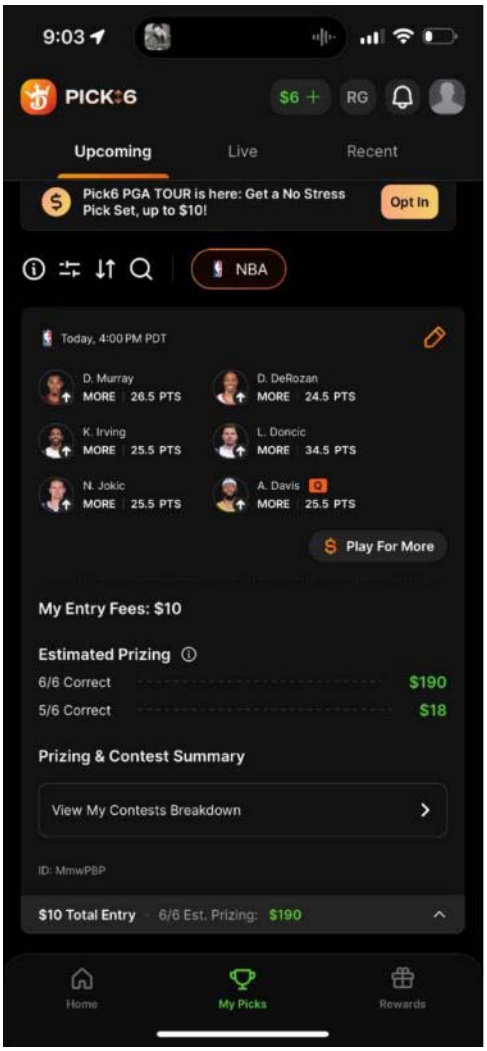
189. Similarly, below are screenshots of DraftKings' Pick6 showing that a user can create a lineup to join a competitive group that can be used in different contests.



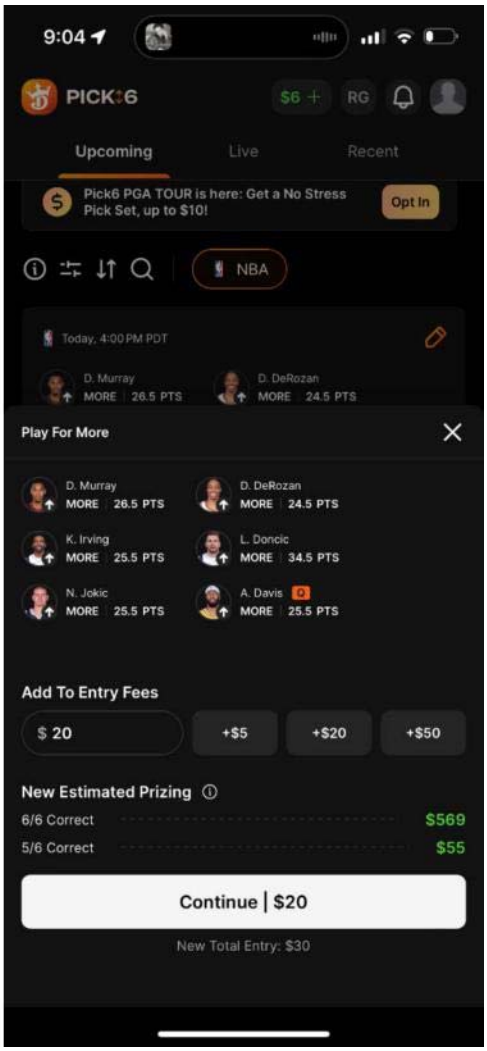
Screenshot of DraftKings Pick6 App showing a user can create a lineup for entry into a contest.



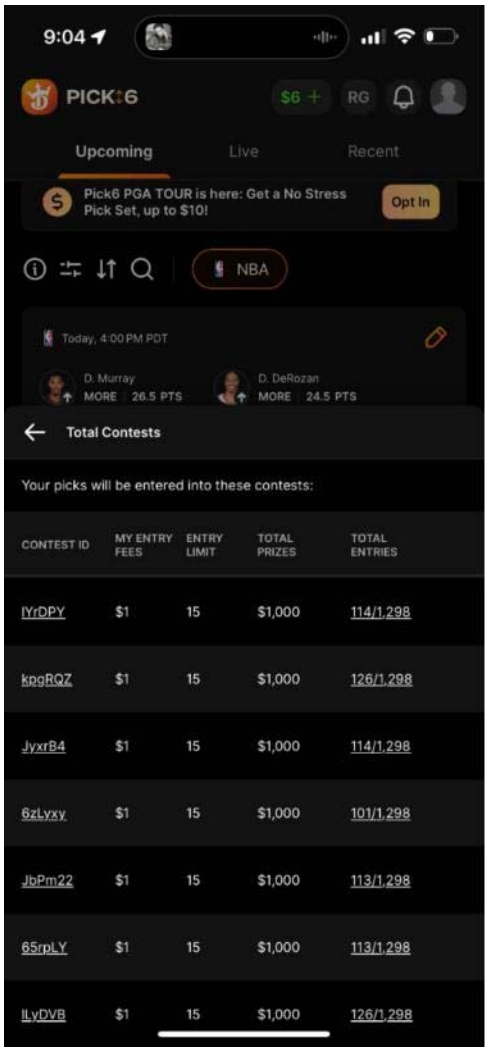
Screenshot of DraftKings Pick6 App showing a user can enter the lineup into multiple contests.



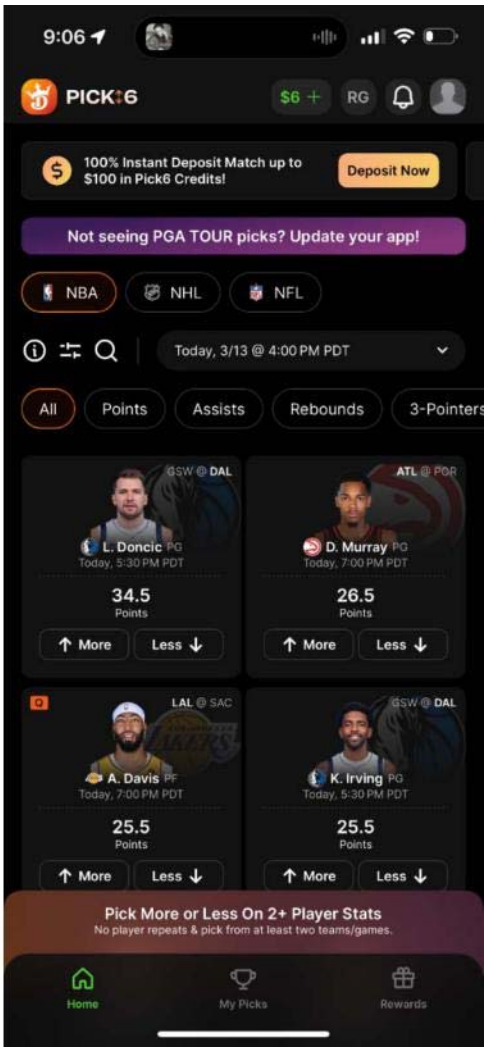
Screenshot of DraftKings Pick6 App showing the current lineup and allowing a user to "Play For More."



Screenshot of DraftKings Pick6 App showing that users can enter into additional contests with the same lineup by increasing their entry fee.



Screenshot of DraftKings Pick6 App showing a non-exhaustive list of the additional contest made available to the user with the increase in entry fee.



Screenshot of DraftKings Pick6 App showing a user can create another lineup to enter other contests.

190. DraftKings stores results from the events and then transmits those standings and results to customers' devices and computers to be displayed. DraftKings DFS gives users access to the GameCenter where "[e]ach contest's GameCenter provides all relevant information about the contest, from entry before the contest locks through the final results." Ex. 72 (GameCenter – Overview (US)). GameCenter provides real-time standings for all contests a user is participating in.

191. DraftKings' GameCenter provides a "snapshot of the current standings (up to the top 500 entries) for the contest in progress, or the recap of the results for the completed contests." *Id.* "For contests that include more than 500 entries, each Team Name will be listed up to the 500th position, and after that only the last place Team Name for each prize tier will be listed." Ex. 73, Can I see my contest standings compared to others in GameCenter? (US). "For contests in progress, the standings will be updated regularly, and you'll see changes in rank as points are accumulated in real time." *Id.* "For contests that have been marked as completed, the standings will show each entry's final rank and prize position." *Id.*

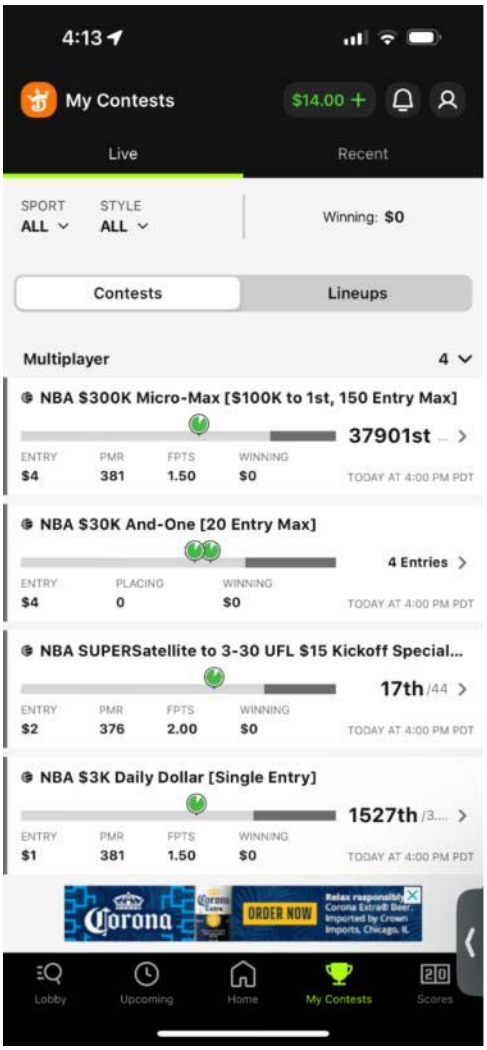
192. Standings include the information in the screenshot below and are based on results in the corresponding real-world sporting events.

Standings include:

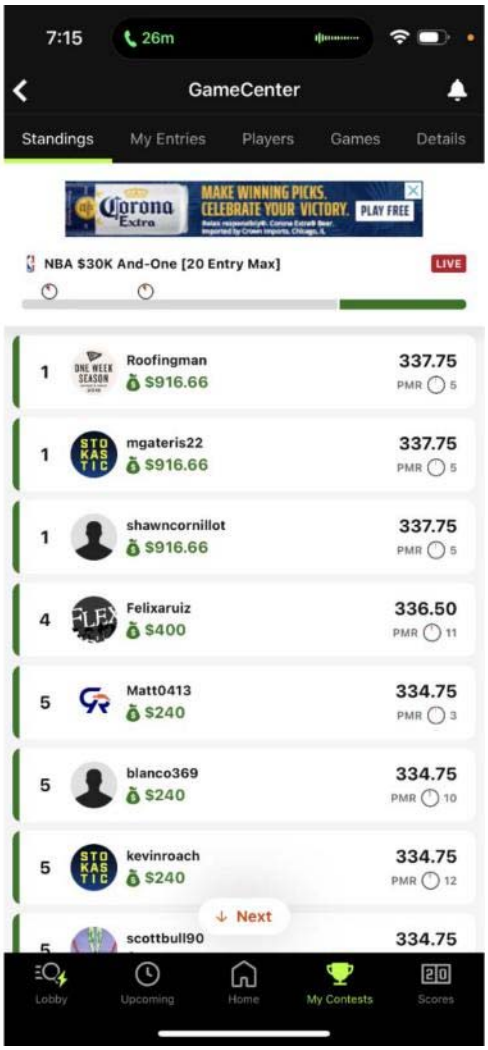
- **Rank**
  - Prior to the final results, Rank displays the top 500 entries at the current moment in time according to unofficial live contest scoring.
  - Contest entry standing is shown if your rank is outside of the top 500.
  - Rankings will change as the contest progresses, and final standings will be available after all games in the contest end and final statistics are confirmed.
  - Learn more about
  - GameCenter rankings.
- **Team Name**
  - The team name is the Fantasy Sports player's username associated with the entry.
  - Names with parentheses after indicate multiple entries by the fantasy player. **DraftKingsUsername (3)** means the entry was the 3rd entry made by the fantasy player **"DraftKingsUsername"**.
- PMR (Player Minutes Remaining), PIR (Player Innings Remaining), PLR (Player Laps Remaining), or PHR (Player Holes Remaining)
- FPTS (Fantasy Points)

Ex. 72 (GameCenter – Overview (US).

193. Users can also view their standings directly in the DraftKings DFS. For example, in the screenshot on the left, a user has entered into multiple contests and DFS shows their standings to the right of the entry. As shown in the screenshot on the right, after selecting a specific contest users can view their ranking with respect to the other participants.

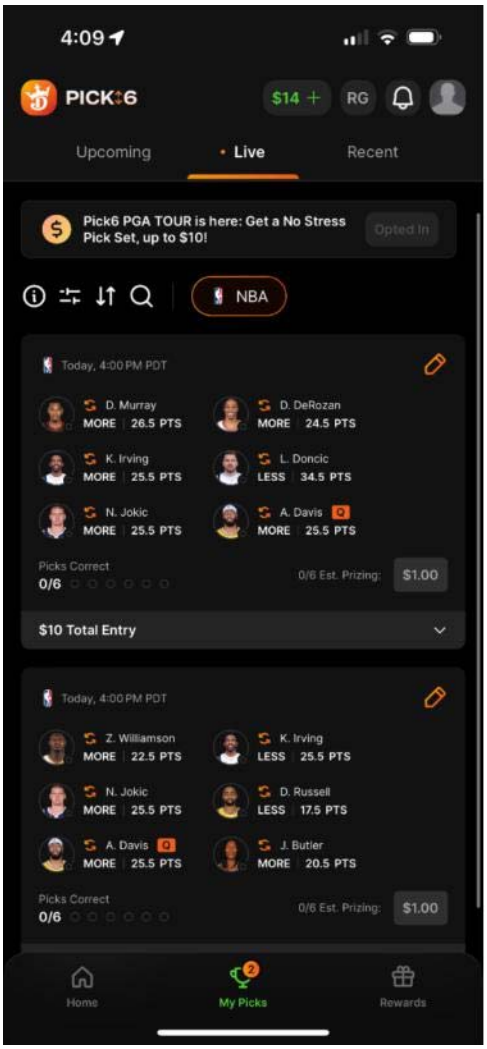


Screenshot of the live 'My Contests' tab where the live standings are shown

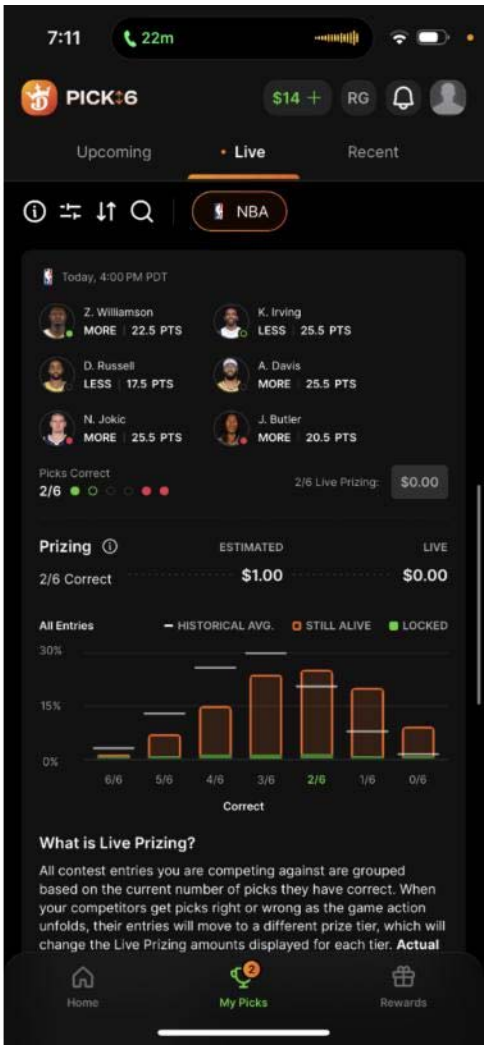


Screenshot of the live 'My Contests' tab where the live standings are shown

194. The DraftKings Pick6 App also provides live standing of a user's Pick6 line up contests.



Screenshot of the live 'My Picks' tab where the live standings are shown.



Screenshot of the live 'My Picks' tab where the live standings are shown.

195. Thus, DraftKings' '988 Accused Products satisfy all elements of exemplary Claim 64 of the '988 Patent.

196. DraftKings' direct infringement of the '988 Patent has injured and continues to injure WinView in an amount to be proven at trial, but not less than a reasonable royalty.

197. The USPTO issued U.S. Patent Application No. 16/221,307 as the '988 Patent on October 20, 2020. For the reasons discussed above in the Section entitled DraftKings' Knowledge of the Asserted Patents, DraftKings became aware of the '988 Patent and aware that

its activities concerning the ’988 Accused Products infringed the ’988 Patent no later than upon its issuance on October 20, 2020. At the very least, DraftKings became aware of its infringement of the ’988 Patent from its receipt on July 28, 2021, of WinView’s First Amended Complaint, which specifically explains DraftKings’ infringement of the ’988 Patent, and from its receipt of WinView’s July 25, 2025, notice letter to DraftKings. Dkt. 7; Ex. 5.

198. DraftKings’ pre-suit infringement and ongoing infringement since the filing of this action and since its receipt of WinView’s notice letter are willful, blatant, and in egregious disregard for WinView’s patent rights in the ’988 Patent.

199. DraftKings’ infringement has caused and is continuing to cause damage and irreparable injury to WinView, and WinView will continue to suffer damage and irreparable injury unless and until that infringement is enjoined by this Court.

200. As discussed above, DraftKings acted recklessly, willfully, and wantonly, and deliberately engaged in acts of infringement of the ’988 Patent, justifying an award to WinView of increased damages under 35 U.S.C. § 284, and attorney’s fees and costs incurred under 35 U.S.C. § 285. WinView is further entitled to injunctive relief, damages, and any other relief in accordance with 35 U.S.C. §§ 283, 284, and 285 for DraftKings’ direct infringement of the ’988 Patent.

COUNT IV
(Indirect Infringement of U.S. Patent No. 10,806,988)

201. WinView repeats, realleges, and incorporates herein by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

202. As set forth above, DraftKings has had knowledge of its infringement of WinView’s ’988 Patent since at least as early as October 20, 2020, and has further knowledge of

the ’988 Accused Products’ infringement of the ’988 Patent from the July 25, 2025, notice letter that WinView sent to DraftKings.

203. As set forth above, the ’988 Accused Products directly infringe the ’988 Patent. DraftKings has induced and continues to induce its customers’ direct infringement of one or more claims of the ’988 Patent under 35 U.S.C. § 271(b) by, among other activities, knowingly, actively, and intentionally, aiding and abetting, assisting, encouraging, instructing, directing, requiring and guiding its customers to directly infringe one or more claims of the ’988 Patent by using the ’988 Accused Products.

204. DraftKings knowingly and actively encourages third parties, such as its customers, to use in the United States smartphones and computers that operate the ’988 Accused Products, by encouraging the customers to install these products on their devices and then use the products to place wagers and play casino games. As discussed above, when the ’988 Accused Products are used to gamble, they necessarily infringe the ’988 Patent. Therefore, DraftKings’ encouragement of its customers to use the ’988 Accused Products to gamble necessarily encourages its customers to directly infringe the ’988 Patent.

205. As discussed in more detail above with respect to the ’543 Patent, DraftKings encourages and induces its customers to infringe by providing new and existing customer promotions and incentives, instructions, guidance regarding the use of the ’988 Accused Products, trouble-shooting, how to and strategy guides, videos, and tutorials, which all encourage, facilitate, and incentivize customers to use the ’988 Accused Products in an infringing manner.

206. All the elements of the claims of the ’988 Patent are used by DraftKings and its customers, purchasers, users, developers, vendors, and manufacturers, or a combination thereof.

As set forth above, DraftKings has known or has been willfully blind to the fact that it is inducing others to infringe by practicing, either themselves or in conjunction with DraftKings, one or more claims of the ’988 Patent.

207. DraftKings also contributed to infringement of and continues to contribute to customers’ infringement of one or more claims of the ’988 Patent pursuant to 35 U.S.C. § 271(c). As discussed above, DraftKings has done so with knowledge or willful blindness that by selling, offering to sell, and operating the ’988 Accused Products within the United States, without authority from WinView, it is providing the ’988 Accused Products which are materials and apparatuses for practicing the claimed inventions of one or more claims of the ’988 Patent. The ’988 Accused Products are material components of the systems infringing one or more claims of the ‘988 Patent. The ’988 Accused Products are not staple articles or commodities of commerce suitable for substantial non-infringing uses. As discussed above, when the ’988 Accused Products are used to gamble, which is their only substantial intended function, they infringe the ’988 Patent.

208. DraftKings’ indirect infringement of the ’988 Patent has injured and continues to injure WinView in an amount to be proven at trial, but not less than a reasonable royalty.

209. DraftKings’ indirect infringement has caused and is continuing to cause damage and irreparable injury to WinView, and WinView will continue to suffer damage and irreparable injury unless and until that infringement is enjoined by this Court.

210. DraftKings’ indirect infringement of the ’988 Patent is reckless, willful, wanton, deliberate and in blatant and egregious disregard for WinView’s patent rights, justifying an award to WinView of increased damages under 35 U.S.C. § 284 and attorney’s fees and costs incurred under 35 U.S.C. § 285.

211. WinView is entitled to injunctive relief, damages, and any other relief in accordance with 35 U.S.C. §§ 283, 284, and 285 for DraftKings' indirect infringement.

PRAYER FOR RELIEF

WHEREFORE, WinView prays for judgment and relief against DraftKings as follows:

A. an entry of judgment holding that DraftKings has willfully infringed and is willfully infringing, has induced infringement of and is inducing infringement of, and has contributed to and is contributing to infringement of each of the Asserted Patents;

B. a preliminary and permanent injunction against DraftKings and its officers, employees, agents, servants, attorneys, instrumentalities, and/or those in privity with them, from infringing, inducing infringement, and contributing to infringement of the Asserted Patents and for all further and proper injunctive relief pursuant to 35 U.S.C. § 283;

C. an award to WinView of such damages as it shall prove at trial against DraftKings that is adequate to fully compensate WinView for DraftKings' infringement of each of the Asserted Patents that will account for infringement up to trial based on the relevant information and financial data produced, where said damages will be no less than a reasonable royalty;

D. an award to WinView of increased damages under 35 U.S.C. § 284 based on, *inter alia*, DraftKings' willful infringement.

E. a finding that this case is exceptional and an award to WinView of its costs and reasonable attorneys' fees, as provided by 35 U.S.C. § 285;

F. an award of prejudgment interest, post-judgment interest, and costs under 35 U.S.C. § 284;

G. an accounting of all infringing sales and revenues from the first date of infringement; and

H. such other and further relief, including equitable relief, as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), WinView hereby demands a trial by jury on all issues triable to a jury.

Respectfully submitted,

Dated: August 11, 2025

By: *s/ Jonathan S. Caplan*

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Carlos J. Tirado (*pro hac vice* to be filed)
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Attorneys for Plaintiff
WinView IP Holdings, LLC

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

Plaintiff, by its undersigned counsel, hereby certifies pursuant to Local Civil Rule 11.2 that the matters in controversy are not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding, with the exception of:

WinView Inc. v. FanDuel Inc., Civil Action No. 21-cv-13807 (D.N.J. July 19, 2021), which involves the Asserted Patents but not the same parties; and

WinView IP Holdings, LLC v. DraftKings Inc., Civil Action No. 25-cv-01143 (D.N.J. February 10, 2025), which involves WinView and DraftKings, but different asserted patents.

Respectfully submitted,

Dated: August 11, 2025

By: *s/ Jonathan S. Caplan*

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jennifer.gilbert@hsfkramer.com

Attorneys for Plaintiff
WinView IP Holdings, LLC

CERTIFICATE OF SERVICE

I hereby certify that on August 11, 2025, I caused a copy of the foregoing document to be served on counsel of record by CM/ECF.

s/ Jonathan S. Caplan
Jonathan S. Caplan