

seq. Venue is proper in this federal district pursuant to 28 U.S.C. §§1391(b)-(c) and 1400(b) in that defendants reside in this district, a substantial part of the events giving rise to the claims occurred in this district, and/or the defendants have a regular and established practice of business in this district and have committed acts of infringement in this district.

7. This Court has general and specific personal jurisdiction over defendants, because each defendant has substantial contacts with the forum as a result of conducting substantial business in the State of Texas and within this district. Upon information and belief, each defendant regularly solicits business in the State of Texas and this district; derives revenue from products and/or services provided to individuals residing the State of Texas and this district; conducts business utilizing the claimed systems and methods with and for customers residing in the State of Texas and this district; and provides and/or markets products and services directly to consumers in the State of Texas and this district.

8. Defendants are properly joined in this action because each of the defendants make or utilize infringing websites with live interactive chat technology that is identically sourced and configured the same way to infringe during the same time period and/or the same infringing process.

INFRINGEMENT OF U.S. PATENT NO. 7,620,565

9. On November 17, 2009, U.S. Patent No. 7,620,565 (the “‘565 patent”) was duly and legally issued for a “Customer-Based Product Design Module.” A true and correct copy of the ‘565 patent is attached hereto as Exhibit A. Lodsys is the owner by assignment of all rights, title, and interest in and to the ‘565 patent.

10. Defendant BullionVault has infringed directly, indirectly, literally, under the doctrine of equivalents, contributorily, and/or through the inducement of others (including but not limited to users of BullionVault’s website), one or more of the claims of the ‘565 patent. BullionVault manufactures, uses, sells, imports, and/or offers to sell infringing products and/or services — including but not limited to BullionVault’s website www.bullionvault.com, with live

interactive chat features — which infringe at least claim 15 of the ‘565 patent under 35 U.S.C. § 271.

11. Prior to filing this complaint, Lodsys informed BullionVault of the patents-in-suit and offered to enter into a licensing arrangement that would allow BullionVault to continue practicing the inventions claimed in patents-in-suit. BullionVault, however, chose not to enter into a licensing agreement. Instead, with knowledge of the patents-in-suit and disregard for Lodsys’ patent rights, BullionVault chose to continue its infringement. On information and belief, BullionVault continued its infringement despite an objectively high likelihood that its actions constituted infringement of a valid patent (*i.e.*, the ‘565 patent). BullionVault was made aware and, therefore, knew of the risk that it infringed the ‘565 patent. Accordingly, BullionVault acted knowingly, willfully, and with intent to infringe the patents-in-suit.

12. Based on the information presently available to Lodsys absent discovery, and in the alternative to direct infringement, BullionVault is liable for indirect infringement of the ‘565 patent by inducing infringement and contributing to direct infringement of the ‘565 patent by others (*e.g.*, end users of www.bullionvault.com).

13. At least from the time BullionVault received notice from Lodsys, BullionVault has purposely and voluntarily made the www.bullionvault.com website with live interactive chat features available to customers, with the expectation that its website with live interactive chat features will be used by end users within the Eastern District of Texas. On information and belief, and in the alternative to direct infringement, BullionVault has thereby induced the end users of its website with live interactive chat features within the Eastern District of Texas to infringe one or more claims of the ‘565 patent, and BullionVault knew or should have known that its actions would induce direct infringement.

14. On information and belief, and in the alternative to direct infringement, BullionVault has also contributed to the direct infringement of one or more claims of the ‘565 patent by intentionally and voluntarily providing the www.bullionvault.com website with live interactive chat features to end users within the Eastern District of Texas, knowing that its

website with live interactive chat features to be especially made or adapted for use by end users in combination with a computing device to infringe the ‘565 patent from at least the time BullionVault received notice of the patents-in-suit from Lodsys. On information and belief, the www.bullionvault.com website with live interactive chat features has no substantial noninfringing uses, and BullionVault acted knowing that its website with live interactive chat features is not a staple article or commodity of commerce suitable for substantially non-infringing use.

15. Defendant PromoManagers has infringed directly, indirectly, literally, under the doctrine of equivalents, contributorily, and/or through the inducement of others (including but not limited to users of PromoManagers’ website), one or more of the claims of the ‘565 patent. PromoManagers manufactures, uses, sells, imports, and/or offers to sell infringing products and/or services — including but not limited to PromoManagers’ website www.promomangers.com, with live interactive chat features — which infringe at least claim 15 of the ‘565 patent under 35 U.S.C. § 271.

16. Prior to filing this complaint, Lodsys informed PromoManagers of the patents-in-suit and offered to enter into a licensing arrangement that would allow PromoManagers to continue practicing the inventions claimed in patents-in-suit. PromoManagers, however, chose not to enter into a licensing agreement. Instead, with knowledge of the patents-in-suit and disregard for Lodsys’ patent rights, PromoManagers chose to continue its infringement. On information and belief, PromoManagers continued its infringement despite an objectively high likelihood that its actions constituted infringement of a valid patent (*i.e.*, the ‘565 patent). PromoManagers was made aware and, therefore, knew of the risk that it infringed the ‘565 patent. Accordingly, PromoManagers acted knowingly, willfully, and with intent to infringe the patents-in-suit.

17. Based on the information presently available to Lodsys absent discovery, and in the alternative to direct infringement, PromoManagers is liable for indirect infringement of the

'565 patent by inducing infringement and contributing to direct infringement of the '565 patent by others (*e.g.*, end users of www.promomanagers.com).

18. At least from the time PromoManagers received notice from Lodsys, PromoManagers has purposely and voluntarily made the www.promomanagers.com website with live interactive chat features available to customers, with the expectation that its website with live interactive chat features will be used by end users within the Eastern District of Texas. On information and belief, and in the alternative to direct infringement, PromoManagers has thereby induced the end users of its website with live interactive chat features within the Eastern District of Texas to infringe one or more claims of the '565 patent, and PromoManagers knew or should have known that its actions would induce direct infringement.

19. On information and belief, and in the alternative to direct infringement, PromoManagers has also contributed to the direct infringement of one or more claims of the '565 patent by intentionally and voluntarily providing the www.promomanagers.com website with live interactive chat features to end users within the Eastern District of Texas, knowing that its website with live interactive chat features to be especially made or adapted for use by end users in combination with a computing device to infringe the '565 patent from at least the time PromoManagers received notice of the patents-in-suit from Lodsys. On information and belief, the www.promomanagers.com website with live interactive chat features has no substantial noninfringing uses, and PromoManagers acted knowing that its website with live interactive chat features is not a staple article or commodity of commerce suitable for substantially non-infringing use.

20. Defendant Retail Concepts has infringed directly, indirectly, literally, under the doctrine of equivalents, contributorily, and/or through the inducement of others (including but not limited to users of Retail Concepts' website(s)), one or more of the claims of the '565 patent. Retail Concepts manufactures, uses, sells, imports, and/or offers to sell infringing products and/or services — including but not limited to Retail Concepts' website www.sunandski.com,

with live interactive chat features — which infringe at least claim 15 of the ‘565 patent under 35 U.S.C. § 271.

21. Prior to filing this complaint, Lodsys informed Retail Concepts of the patents-in-suit and offered to enter into a licensing arrangement that would allow Retail Concepts to continue practicing the inventions claimed in patents-in-suit. Retail Concepts, however, chose not to enter into a licensing agreement. Instead, with knowledge of the patents-in-suit and disregard for Lodsys’ patent rights, Retail Concepts chose to continue its infringement. On information and belief, Retail Concepts continued its infringement despite an objectively high likelihood that its actions constituted infringement of a valid patent (*i.e.*, the ‘565 patent). Retail Concepts was made aware and, therefore, knew of the risk that it infringed the ‘565 patent. Accordingly, Retail Concepts acted knowingly, willfully, and with intent to infringe the patents-in-suit.

22. Based on the information presently available to Lodsys absent discovery, and in the alternative to direct infringement, Retail Concepts is liable for indirect infringement of the ‘565 patent by inducing infringement and contributing to direct infringement of the ‘565 patent by others (*e.g.*, end users of www.sunandski.com).

23. At least from the time Retail Concepts received notice from Lodsys, Retail Concepts has purposely and voluntarily made the www.sunandski.com website with live interactive chat features available to customers, with the expectation that its website with live interactive chat features will be used by end users within the Eastern District of Texas. On information and belief, and in the alternative to direct infringement, Retail Concepts has thereby induced the end users of its website with live interactive chat features within the Eastern District of Texas to infringe one or more claims of the ‘565 patent, and Retail Concepts knew or should have known that its actions would induce direct infringement.

24. On information and belief, and in the alternative to direct infringement, Retail Concepts has also contributed to the direct infringement of one or more claims of the ‘565 patent by intentionally and voluntarily providing the www.sunandski.com website with live interactive

chat features to end users within the Eastern District of Texas, knowing that its website with live interactive chat features to be especially made or adapted for use by end users in combination with a computing device to infringe the '565 patent from at least the time Retail Concepts received notice of the patents-in-suit from Lodsys. On information and belief, the www.sunandski.com website with live interactive chat features has no substantial noninfringing uses, and Retail Concepts acted knowing that its website with live interactive chat features is not a staple article or commodity of commerce suitable for substantially non-infringing use.

25. Defendant Steris has infringed directly, indirectly, literally, under the doctrine of equivalents, contributorily, and/or through the inducement of others (including but not limited to users of Steris' website), one or more of the claims of the '565 patent. Steris manufactures, uses, sells, imports, and/or offers to sell infringing products and/or services — including but not limited to Steris' website www.steris.com, with live interactive chat features — which infringe at least claim 15 of the '565 patent under 35 U.S.C. § 271.

26. Prior to filing this complaint, Lodsys informed Steris of the patents-in-suit and offered to enter into a licensing arrangement that would allow Steris to continue practicing the inventions claimed in patents-in-suit. Steris, however, chose not to enter into a licensing agreement. Instead, with knowledge of the patents-in-suit and disregard for Lodsys' patent rights, Steris chose to continue its infringement. On information and belief, Steris continued its infringement despite an objectively high likelihood that its actions constituted infringement of a valid patent (*i.e.*, the '565 patent). Steris was made aware and, therefore, knew of the risk that it infringed the '565 patent. Accordingly, Steris acted knowingly, willfully, and with intent to infringe the patents-in-suit.

27. Based on the information presently available to Lodsys absent discovery, and in the alternative to direct infringement, Steris is liable for indirect infringement of the '565 patent by inducing infringement and contributing to direct infringement of the '565 patent by others (*e.g.*, end users of www.steris.com).

28. At least from the time Steris received notice from Lodsys, Steris has purposely and voluntarily made the www.steris.com website with live interactive chat features available to customers, with the expectation that its website with live interactive chat features will be used by end users within the Eastern District of Texas. On information and belief, and in the alternative to direct infringement, Steris has thereby induced the end users of its website with live interactive chat features within the Eastern District of Texas to infringe one or more claims of the '565 patent, and Steris knew or should have known that its actions would induce direct infringement.

29. On information and belief, and in the alternative to direct infringement, Steris has also contributed to the direct infringement of one or more claims of the '565 patent by intentionally and voluntarily providing the www.steris.com website with live interactive chat features to end users within the Eastern District of Texas, knowing that its website with live interactive chat features to be especially made or adapted for use by end users in combination with a computing device to infringe the '565 patent from at least the time Steris received notice of the patents-in-suit from Lodsys. On information and belief, the www.steris.com website with live interactive chat features has no substantial noninfringing uses, and Steris acted knowing that its website with live interactive chat features is not a staple article or commodity of commerce suitable for substantially non-infringing use.

30. Defendants' acts of infringement have caused damage to Lodsys, and Lodsys is entitled to recover from defendants the damages sustained by Lodsys as a result of defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement is willful and deliberate, including because defendants became aware of the infringing nature of their respective products and services at the latest when they received a notice letter from Lodsys and/or the filing of this complaint, entitling Lodsys to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 7,222,078

31. On May 22, 2007, U.S. Patent No. 7,222,078 (the “‘078 patent”) was duly and legally issued for “Methods and Systems for Gathering Information from Units of a Commodity Across a Network.” A true and correct copy of the ‘078 patent is attached hereto as Exhibit B. Lodsys is the owner by assignment of all rights, title, and interest in and to the ‘078 patent.

32. Defendant BullionVault has infringed directly, indirectly, literally, under the doctrine of equivalents, contributorily, and/or through the inducement of others (including but not limited to users of BullionVault’s website), one or more of the claims of the ‘078 patent. BullionVault manufactures, uses, sells, imports, and/or offers to sell infringing products and/or services — including but not limited to BullionVault’s website www.bullionvault.com, with live interactive chat features — which infringe at least claim 1 of the ‘078 patent under 35 U.S.C. § 271.

33. Prior to filing this complaint, Lodsys informed BullionVault of the patents-in-suit and offered to enter into a licensing arrangement that would allow BullionVault to continue practicing the inventions claimed in patents-in-suit. BullionVault, however, chose not to enter into a licensing agreement. Instead, with knowledge of the patents-in-suit and disregard for Lodsys’ patent rights, BullionVault chose to continue its infringement. On information and belief, BullionVault continued its infringement despite an objectively high likelihood that its actions constituted infringement of a valid patent (*i.e.*, the ‘078 patent). BullionVault was made aware and, therefore, knew of the risk that it infringed the ‘078 patent. Accordingly, BullionVault acted knowingly, willfully, and with intent to infringe the patents-in-suit.

34. Based on the information presently available to Lodsys absent discovery, and in the alternative to direct infringement, BullionVault is liable for indirect infringement of the ‘078 patent by inducing infringement and contributing to direct infringement of the ‘078 patent by others (*e.g.*, end users of www.bullionvault.com).

35. At least from the time BullionVault received notice from Lodsys, BullionVault has purposely and voluntarily made the www.bullionvault.com website with live interactive chat features available to customers, with the expectation that its website with live interactive chat

features will be used by end users within the Eastern District of Texas. On information and belief, and in the alternative to direct infringement, BullionVault has thereby induced the end users of its website with live interactive chat features within the Eastern District of Texas to infringe one or more claims of the '078 patent, and BullionVault knew or should have known that its actions would induce direct infringement.

36. On information and belief, and in the alternative to direct infringement, BullionVault has also contributed to the direct infringement of one or more claims of the '078 patent by intentionally and voluntarily providing the www.bullionvault.com website with live interactive chat features to end users within the Eastern District of Texas, knowing that its website with live interactive chat features to be especially made or adapted for use by end users in combination with a computing device to infringe the '078 patent from at least the time BullionVault received notice of the patents-in-suit from Lodsys. On information and belief, the www.bullionvault.com website with live interactive chat features has no substantial noninfringing uses, and BullionVault acted knowing that its website with live interactive chat features is not a staple article or commodity of commerce suitable for substantially non-infringing use.

37. Defendant PromoManagers has infringed directly, indirectly, literally, under the doctrine of equivalents, contributorily, and/or through the inducement of others (including but not limited to users of PromoManagers' website), one or more of the claims of the '078 patent. PromoManagers manufactures, uses, sells, imports, and/or offers to sell infringing products and/or services — including but not limited to PromoManagers' website www.promomangers.com, with live interactive chat features — which infringe at least claim 1 of the '078 patent under 35 U.S.C. § 271.

38. Prior to filing this complaint, Lodsys informed PromoManagers of the patents-in-suit and offered to enter into a licensing arrangement that would allow PromoManagers to continue practicing the inventions claimed in patents-in-suit. PromoManagers, however, chose not to enter into a licensing agreement. Instead, with knowledge of the patents-in-suit and

disregard for Lodsys' patent rights, PromoManagers chose to continue its infringement. On information and belief, PromoManagers continued its infringement despite an objectively high likelihood that its actions constituted infringement of a valid patent (*i.e.*, the '078 patent). PromoManagers was made aware and, therefore, knew of the risk that it infringed the '078 patent. Accordingly, PromoManagers acted knowingly, willfully, and with intent to infringe the patents-in-suit.

39. Based on the information presently available to Lodsys absent discovery, and in the alternative to direct infringement, PromoManagers is liable for indirect infringement of the '078 patent by inducing infringement and contributing to direct infringement of the '078 patent by others (*e.g.*, end users of www.promomanagers.com).

40. At least from the time PromoManagers received notice from Lodsys, PromoManagers has purposely and voluntarily made the www.promomanagers.com website with live interactive chat features available to customers, with the expectation that its website with live interactive chat features will be used by end users within the Eastern District of Texas. On information and belief, and in the alternative to direct infringement, PromoManagers has thereby induced the end users of its website with live interactive chat features within the Eastern District of Texas to infringe one or more claims of the '078 patent, and PromoManagers knew or should have known that its actions would induce direct infringement.

41. On information and belief, and in the alternative to direct infringement, PromoManagers has also contributed to the direct infringement of one or more claims of the '078 patent by intentionally and voluntarily providing the www.promomanagers.com website with live interactive chat features to end users within the Eastern District of Texas, knowing that its website with live interactive chat features to be especially made or adapted for use by end users in combination with a computing device to infringe the '078 patent from at least the time PromoManagers received notice of the patents-in-suit from Lodsys. On information and belief, the www.promomanagers.com website with live interactive chat features has no substantial noninfringing uses, and PromoManagers acted knowing that its website with live interactive chat

features is not a staple article or commodity of commerce suitable for substantially non-infringing use.

42. Defendant Retail Concepts has infringed directly, indirectly, literally, under the doctrine of equivalents, contributorily, and/or through the inducement of others (including but not limited to users of Retail Concepts' website(s)), one or more of the claims of the '078 patent. Retail Concepts manufactures, uses, sells, imports, and/or offers to sell infringing products and/or services — including but not limited to Retail Concepts' website www.sunandski.com, with live interactive chat features — which infringe at least claim 1 of the '078 patent under 35 U.S.C. § 271.

43. Prior to filing this complaint, Lodsys informed Retail Concepts of the patents-in-suit and offered to enter into a licensing arrangement that would allow Retail Concepts to continue practicing the inventions claimed in patents-in-suit. Retail Concepts, however, chose not to enter into a licensing agreement. Instead, with knowledge of the patents-in-suit and disregard for Lodsys' patent rights, Retail Concepts chose to continue its infringement. On information and belief, Retail Concepts continued its infringement despite an objectively high likelihood that its actions constituted infringement of a valid patent (*i.e.*, the '078 patent). Retail Concepts was made aware and, therefore, knew of the risk that it infringed the '078 patent. Accordingly, Retail Concepts acted knowingly, willfully, and with intent to infringe the patents-in-suit.

44. Based on the information presently available to Lodsys absent discovery, and in the alternative to direct infringement, Retail Concepts is liable for indirect infringement of the '078 patent by inducing infringement and contributing to direct infringement of the '078 patent by others (*e.g.*, end users of www.sunandski.com).

45. At least from the time Retail Concepts received notice from Lodsys, Retail Concepts has purposely and voluntarily made the www.sunandski.com website with live interactive chat features available to customers, with the expectation that its website with live interactive chat features will be used by end users within the Eastern District of Texas. On

information and belief, and in the alternative to direct infringement, Retail Concepts has thereby induced the end users of its website with live interactive chat features within the Eastern District of Texas to infringe one or more claims of the '078 patent, and Retail Concepts knew or should have known that its actions would induce direct infringement.

46. On information and belief, and in the alternative to direct infringement, Retail Concepts has also contributed to the direct infringement of one or more claims of the '078 patent by intentionally and voluntarily providing the www.sunandski.com website with live interactive chat features to end users within the Eastern District of Texas, knowing that its website with live interactive chat features to be especially made or adapted for use by end users in combination with a computing device to infringe the '078 patent from at least the time Retail Concepts received notice of the patents-in-suit from Lodsys. On information and belief, the www.sunandski.com website with live interactive chat features has no substantial noninfringing uses, and Retail Concepts acted knowing that its website with live interactive chat features is not a staple article or commodity of commerce suitable for substantially non-infringing use.

47. Defendant Steris has infringed directly, indirectly, literally, under the doctrine of equivalents, contributorily, and/or through the inducement of others (including but not limited to users of Steris' website), one or more of the claims of the '078 patent. Steris manufactures, uses, sells, imports, and/or offers to sell infringing products and/or services — including but not limited to Steris' website www.steris.com, with live interactive chat features — which infringe at least claim 1 of the '078 patent under 35 U.S.C. § 271.

48. Prior to filing this complaint, Lodsys informed Steris of the patents-in-suit and offered to enter into a licensing arrangement that would allow Steris to continue practicing the inventions claimed in patents-in-suit. Steris, however, chose not to enter into a licensing agreement. Instead, with knowledge of the patents-in-suit and disregard for Lodsys' patent rights, Steris chose to continue its infringement. On information and belief, Steris continued its infringement despite an objectively high likelihood that its actions constituted infringement of a valid patent (*i.e.*, the '078 patent). Steris was made aware and, therefore, knew of the risk that it

infringed the '078 patent. Accordingly, Steris acted knowingly, willfully, and with intent to infringe the patents-in-suit.

49. Based on the information presently available to Lodsys absent discovery, and in the alternative to direct infringement, Steris is liable for indirect infringement of the '078 patent by inducing infringement and contributing to direct infringement of the '078 patent by others (e.g., end users of www.steris.com).

50. At least from the time Steris received notice from Lodsys, Steris has purposely and voluntarily made the www.steris.com website with live interactive chat features available to customers, with the expectation that its website with live interactive chat features will be used by end users within the Eastern District of Texas. On information and belief, and in the alternative to direct infringement, Steris has thereby induced the end users of its website with live interactive chat features within the Eastern District of Texas to infringe one or more claims of the '078 patent, and Steris knew or should have known that its actions would induce direct infringement.

51. On information and belief, and in the alternative to direct infringement, Steris has also contributed to the direct infringement of one or more claims of the '078 patent by intentionally and voluntarily providing the www.steris.com website with live interactive chat features to end users within the Eastern District of Texas, knowing that its website with live interactive chat features to be especially made or adapted for use by end users in combination with a computing device to infringe the '078 patent from at least the time Steris received notice of the patents-in-suit from Lodsys. On information and belief, the www.steris.com website with live interactive chat features has no substantial noninfringing uses, and Steris acted knowing that its website with live interactive chat features is not a staple article or commodity of commerce suitable for substantially non-infringing use.

52. Defendants' acts of infringement have caused damage to Lodsys, and Lodsys is entitled to recover from defendants the damages sustained by Lodsys as a result of defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement is willful and

deliberate, including because defendants became aware of the infringing nature of their respective products and services at the latest when they received a notice letter from Lodsys and/or the filing of this complaint, entitling Lodsys to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Lodsys respectfully requests a trial by jury on all issues.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Lodsys Group, LLC, respectfully requests entry of judgment in its favor and against defendants as follows:

(a) Declaration that (1) defendants have infringed U.S. Patent No. 7,620,565; and (2) defendants have infringed U.S. Patent No. 7,222,078;

(b) Awarding the damages arising out of (1) defendants' infringement of U.S. Patent No. 7,620,565; and (2) defendants' infringement of U.S. Patent No. 7,222,078 to Lodsys, together with pre-judgment and post-judgment interest, in an amount according to proof;

(c) Finding defendants' infringement to be willful from the time that defendants became aware of the infringing nature of their respective products and services, which is the time of receiving a notice letter from Lodsys or the filing of this complaint at the latest, and awarding treble damages to Lodsys for the period of such willful infringement pursuant to 35 U.S.C. § 284;

(d) Awarding attorneys' fees pursuant to 35 U.S.C. § 285 or as otherwise permitted by law; and

(e) Awarding such other costs and further relief as the Court may deem just and proper.

Dated: February 28, 2013

Respectfully Submitted,

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