**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

IGT AND IGT CANADA SOLUTIONS ULC,	§ § § § §	
Plaintiffs	§	
v.	§ §	NO. 6:21-cv-00331-ADA
ZYNGA INC.,	§ §	JURY TRIAL DEMANDED
Defendant.	§ § §	

DEFENDANT'S FINAL INVALIDITY CONTENTIONS

Pursuant to the Court's Scheduling Order (Dkt. No. 21), as modified by agreement of the parties, Defendant Zynga, Inc. ("Zynga") hereby serves its Final Invalidity Contentions (the "Invalidity Contentions") for U.S. Patent Nos. 8,708,791; 7,168,089; 9,159,189; 7,303,473; 8,795,064; and 8,266,212 (collectively, the "Asserted Patents").

I. INTRODUCTORY STATEMENT

Zynga understands that Plaintiffs IGT and IGT Canada Solutions ULC (collectively, "Plaintiffs" or "IGT") have asserted the following claims, which are collectively referred to herein as the "Asserted Claims":

Asserted Patent	Asserted Claims
8,708,791 (the '791 Patent)	1, 4, 5, 7, 8, and 13
9,159,189 (the '189 Patent)	1, 4-8, 10, and 13-17
7,168,089 (the '089 Patent)	28-29, 31-33, 47-50, 84-86, 89-92, 99, and 100
7,303,473 (the '473 Patent)	1-4, 6-12, 14-18, 20-24, and 26-37
8,795,064 (the '064 Patent)	9-13, 15, and 17-18
8,266,212 (the '212 Patent)	24, 27-29, 31, and 34-36

The Preliminary Infringement Contentions (the "Infringement Contentions") served by IGT on June 30, 2021, are vague and incomplete, and do not provide the specificity necessary to allow Zynga to adequately respond. For example, the Court's Order Governing Proceeding for Patent Cases required Plaintiffs to "serve[] preliminary infringement contentions in the form of a chart setting forth where in the accused product(s) each element of the asserted claim(s) are found." IGT has failed to do so. IGT's Infringement Contentions provide inadequate explanation for its infringement allegations and fail to fairly apprise Zynga of IGT's infringement theories or what is alleged to infringe. An exemplary list of the claim elements for which IGT's Infringement Contentions are deficient is set forth below:

- '791 Patent
    - "analyzing, by the at least one game server, the game play data to determine individual players' typical gaming styles and times of deviation from the typical gaming styles" (claim 1)
    - "comparing, by the at least one game server, times of deviation from players' typical gaming styles to determine instances of probable collusion between players" (claim 1)

With respect to the first element cited above, IGT cites no evidence and offers only conclusory allegations that in games like Zynga Poker, Zynga's servers determine individual players' times of deviation. IGT also fails to identify "to determine … times of deviation from the typical gaming styles" in Zynga Poker or any other game which makes it impossible to determine how IGT is reading this limitation on the accused products. With respect to the second element cited above, IGT fails to identify "deviation from players' typical gaming styles" and "comparing … deviation from players' typical game styles" in Zynga Poker or any other game which makes it impossible to determine how IGT is reading these limitations on the accused products. IGT also cites no evidence and offers only conclusory allegations that in games like

Zynga Poker, Zynga's servers compare times of deviation from players' typical gaming styles.

IGT also cites unreliable evidence in its contentions that does not come from Zynga.

- '189 Patent
  - "carrying out the game by the gaming terminal, including determining a final outcome of the game and any award for the outcome" (claim 1)
  - "transmitting signals from the gaming terminal to the mobile gaming device identifying the final outcome of the game and the award" (claim 1)
  - "extending the game animation for the game by the mobile gaming device during the communications link failure beyond a typical time for the game until the communications link has been re-established" (claim 1)
  - "The method of claim 1 wherein the step of displaying game animation comprises displaying game animation stored in a memory of the mobile gaming device prior to the game being initiated" (claim 6).

First, with respect to the first two elements cited above from claim 1, IGT cites no evidence and offers only conclusory allegations that in games like Mustang Money, Zynga's servers determine a final outcome of the game and any award for the outcome and transmit to the user a final outcome of the game and any award for the outcome. Second, with respect to the third element of claim 1 identified above, IGT fails to identify the "typical time for the game" in Mustang Money or any other game which makes it impossible to determine how IGT is reading this limitation on the accused products. Third, with respect to claim 6, IGT does not explain how or when game animation is stored on a user's device "prior to the game being initiated."

- '089 Patent
  - o "gaming software" (claims 28, 84)

  - o "software authorization agent" (claims 28, 84)

  - o "sending an authorization message to the first gaming device wherein the authorization message includes information indicating whether the first gaming device is authorized to transfer the gaming software to a second gaming device and wherein the first gaming device and the second gaming device are separate from the software authorization agent" (claim 28)

  - o "receiving an authorization message from the gaming software authorization agent wherein the authorization message includes information indicating whether the first gaming device is authorized to transfer the gaming software to the second gaming device" (claim 84)

  - o "receiving an approval of the gaming software transaction request from the gaming software authorization agent" (claim 85)

First, with respect to the claim limitations in independent claims 28 and 84 that require "gaming software," IGT has not identified any such software that corresponds to the Court's claim construction (i.e., that is not "data alone"). Second, with respect to the limitations in claims 28 and 84 requiring a 'software authorization agent," IGT has not identified any such agent that "authorizes … specific transfers of gaming software based on applicable rules" and also "monitors … these transfers" as the Court's construction requires. Nor has IGT explained how this unidentified structure in the accused products performs these required functions. Third, in connection with claim 28, IGT has not identified a software authorization "separate from" the first and second gaming devices, which renders its contentions vague and incomplete. Fourth, IGT has also not explained how claim 84's required "receiving of an authorization message" at second device from a first agent/device and then "transfer" of gaming software from the second device to a third device occurs in the accused products given that IGT points only to two devices and not three. Fifth, with respect to dependent claim 85, IGT cites to the same evidence it cited for independent claim 84 making it impossible to ascertain IGT's views on what additional

limitations have been added by dependent claim 85 and how those limitations are met in the accused products.

- '473 Patent
  - "a website server that is capable of being operatively coupled via the Internet to said remote player devices, said website server capable of being operatively coupled to said first and second gaming servers, said website server comprising: a controller that comprises a processor and a memory" (claim 1)
  - "wherein said memory of said first gaming server stores image data representing an image of at least five playing cards if said first game comprises poker, wherein said memory of said first gaming server stores image data representing an image of a plurality of simulated slot machine reels if said first game comprises slots, wherein said memory of said first gaming server stores image data representing an image of a plurality of playing cards if said first game comprises blackjack" (claim 2)
  - "said controller of one of said gaming servers is programmed to encrypt data transmitted to said website server and wherein said controller of said website server is programmed to decrypt data received by said website server from one of said gaming servers" (claim 6)
  - "one of said controllers of one of said gaming servers is programmed to determine whether a data communication received by said one gaming server was transmitted by an authorized sender" (claim 7)
  - "said first game may be played exclusively via said first gaming server, . . . said second game may be played exclusively via said second gaming server . . . ." (claim 8)
  - "said data communication being conducted through said website computing apparatus" (claim 27)
  - "at said website computing apparatus, initiating the retrieval of game display data from said first/second gaming apparatus" (claim 29)
  - "receiving at said website computing apparatus wager data from said remote player device via the Internet" (claim 29)
  - "transmitting first/second game display data from said gaming apparatus to a website computing apparatus . . . receiving wager data from said website computing apparatus . . . transmitting outcome data from said gaming apparatus to said website computing apparatus . . . ." (claim 33)

First, IGT's contentions rely "on information and belief" 64 times without meaningful accompanying allegations. *See generally* Infringement Contentions Ex. D. Such heavy reliance on information and belief does not put Zynga on adequate notice as to how IGT's contends that

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