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Michael D. Rounds  
Nevada Bar No. 4734  
Adam P. McMillen  
Nevada Bar No. 10678  
Adam K. Yowell  
Nevada Bar No. 11748  
**WATSON ROUNDS**  
5371 Kietzke Lane  
Reno, Nevada 89511  
Telephone: 775-324-4100  
Facsimile: 775-333-8171  
Email: [mrounds@watsonrounds.com](mailto:mrounds@watsonrounds.com)  
Email: [amcmillen@watsonrounds.com](mailto:amcmillen@watsonrounds.com)  
Email: [ayowell@watsonrounds.com](mailto:ayowell@watsonrounds.com)

*COUNSEL FOR PLAINTIFF  
UNITED COIN MACHINE CO.*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

UNITED COIN MACHINE, CO., a  
Nevada corporation,

Plaintiff,

vs.

GAMING TECHNOLOGY GROUP, a  
Nevada corporation,

Defendant.

Case No. 2:12-cv-195

**COMPLAINT FOR PATENT  
INFRINGEMENT AND DEMAND FOR  
JURY TRIAL**

1 Plaintiff United Coin Machine, Co., (“United Coin”) alleges the following in support of its  
2 Complaint for Patent Infringement and Demand for Jury Trial against Defendant Gaming  
3 Technology Group (“GTG”).

4 **JURISDICTION AND VENUE**

5 1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and  
6 1338(a) because this action arises under the patent laws of the United States, including 35 U.S.C.  
7 § 271 et seq. This Court has personal jurisdiction over GTG because it is qualified to do business  
8 in the State of Nevada and has committed acts within Nevada and this judicial district giving rise  
9 to this action.

10 2. GTG has committed infringing acts within this judicial district and the Southern  
11 Division of the District of Nevada giving rise to this action and does business in this district and  
12 division, including one or more of the infringing acts of making, offering for sale, selling and  
13 using its GameLinx product, and providing service and support to its respective customers in this  
14 district and division. Venue is proper in this district and division pursuant to 28 U.S.C. §§  
15 1391(b) and (c) and 1400(b), and Local Rule IA 8-1(a).

16 **THE PARTIES**

17 3. United Coin is a Nevada corporation having its principle place of business at 600  
18 Pilot Road, Suite E in Las Vegas, Nevada.

19 4. Upon information and belief, GTG is a Nevada corporation with its principle place  
20 of business at 8820 West Russell Road, Suite 160, Las Vegas, Nevada.

21 **FACTUAL ALLEGATIONS AS TO ALL CLAIMS**

22 5. United Coin has been a gaming route operator in Nevada for more than 50 years,  
23 with customers throughout the state of Nevada. Among other things, United Coin installs,  
24 monitors and services gaming equipment and systems for its bar, tavern, casino, convenience,  
25 drug and grocery store customers.

26 6. United Coin’s “Secure Pay” system enhances the safety and security of immediate  
27 payouts for its customer’s players by electronically monitoring game payouts and having an  
28 attendant verify a player’s pending payment request at a terminal prior to securely dispensing the

1 required currency through a payout dispenser. The “Secure Pay” system is covered by both of the  
2 patents-in-suit, referenced in paragraphs 7 and 8 below.

3 7. United Coin is the assignee of U.S. Patent 6,896,180 (the “‘180 patent”), which is  
4 directed to a system and method for securely storing and controlling the dispensing of a payout.  
5 The ‘180 patent issued in May of 2005 based on a U.S. application filed in October 2003. A true  
6 and correct copy of the ‘180 patent is attached as Exhibit 1.

7 8. United Coin is also the assignee of U.S. Patent 6,763,998 (the “‘998 patent”), also  
8 directed to a system and method for securely storing and controlling the dispensing of a payout.  
9 The ‘998 patent issued in July of 2004 based on an application filed in April 2000. A true and  
10 correct copy of the ‘998 patent is attached as Exhibit 2.

11 9. GTG is a competitor of United Coin and has recently begun making, offering for  
12 sale, selling and using its competing and infringing “GameLinx” system. A true and correct copy  
13 of a brochure describing the GameLinx system from the GTG website is attached hereto as  
14 Exhibit 3.

### 15 **Count I**

#### 16 **Patent Infringement—the ‘180 Patent**

17 10. United Coin incorporates by reference and realleges the allegations set forth in  
18 paragraphs 1 through 9 above.

19 11. This claim arises under the Patent Laws of the United States and is a claim by  
20 United Coin against GTG for infringement of the ‘180 patent.

21 12. GTG is not licensed or otherwise authorized by United Coin to make, use, offer for  
22 sale or sell any of the inventions embodied in the ‘180 patent

23 13. On information and belief, United Coin alleges that GTG is infringing at least one  
24 or more claims of the ‘180 patent by making, having made, using, selling and/or offering to sell  
25 the GameLinx product which embodies the invention(s) of the ‘180 patent.

26 14. On information and belief, United Coin alleges that GTG actively induces the  
27 infringement of the ‘180 patent by intentionally persuading or inducing third parties to make, use,  
28 offer for sale, or sell the inventions embodied in the ‘180 patent.

1 15. On information and belief, United Coin alleges that GTG sold or supplied to  
2 others, with knowledge of the United Coin products and patents, a material component of the  
3 '180 patent that would infringe the '180 patent. The material component in question is not a  
4 staple article of commerce suitable for a substantial non-infringing use.

5 16. On information and belief, United Coin alleges that GTG will continue to infringe  
6 the '180 patent with resulting damage to United Coin being substantial, continuing, and  
7 irreparable unless enjoined by this Court.

8 17. On information and belief, United Coin alleges that the patent infringement by  
9 GTG, as alleged hereinabove, was undertaken with knowledge of the '180 Patent and its  
10 infringement and thus has been done willfully, wantonly, and in bad faith.

11 18. As a direct and proximate result of the infringement by GTG, as alleged  
12 hereinabove, United Coin has suffered and will suffer damages.

13 19. On information and belief, United Coin alleges that GTG, unless permanently  
14 enjoined, will continue to engage in the aforementioned acts and conduct, to United Coin's  
15 further and continuing damage. Such continuing acts committed by GTG will, unless enjoined,  
16 cause irreparable damage in that United Coin will have no adequate remedy at law to compel  
17 GTG to cease such acts.

## 18 **Count II**

### 19 **Patent Infringement—the '998 patent**

20 20. United Coin incorporates by reference and realleges the allegations set forth in  
21 paragraphs 1 through 19 above.

22 21. This claim arises under the Patent Laws of the United States and is a claim by  
23 United Coin against GTG for infringement of the '998 patent.

24 22. GTG is not licensed or otherwise authorized by United Coin to make, use, offer for  
25 sale or sell any of the inventions embodied in the '998 patent

26 23. On information and belief, United Coin alleges that GTG is infringing at least one  
27 or more claims of the '998 patent by making, having made, using, selling and/or offering to sell  
28 the GameLinx product which embodies the invention(s) of the '998 patent.

1 23. On information and belief, United Coin alleges that GTG actively induces the  
2 infringement of the '998 patent by intentionally persuading or inducing third parties to make, use,  
3 offer for sale, or sell the inventions embodied in the '998 patent.

4 24. On information and belief, United Coin alleges that GTG sold or supplied to  
5 others, with knowledge of United Coin's products and patents, a material component of the '998  
6 patent that would infringe the '998 patent. The material component in question is not a staple  
7 article of commerce suitable for a substantial non-infringing use.

8 25. On information and belief, United Coin alleges that GTG will continue to infringe  
9 the '998 patent with the resulting damage to United Coin being substantial, continuing, and  
10 irreparable unless enjoined by this Court.

11 26. On information and belief, United Coin alleges that the patent infringement by  
12 GTG, as alleged hereinabove, was undertaken with knowledge of the '998 Patent and thus has  
13 been done willfully, wantonly, and in bad faith.

14 27. As a direct and proximate result of the infringement by GTG, as alleged  
15 hereinabove, United Coin has suffered and will suffer damages.

16 28. On information and belief, United Coin alleges that GTG, unless permanently  
17 enjoined, will continue to engage in the aforementioned acts and conduct, to United Coin's  
18 further and continuing damage. Such continuing acts committed by GTG will, unless enjoined,  
19 cause irreparable damage in that United Coin will have no adequate remedy at law to compel  
20 GTG to cease such acts.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, United Coin prays for judgment on this Complaint against GTG as  
23 follows:

24 A. That GTG be required to pay to United Coin such damages as United Coin has  
25 sustained as a consequence of GTG's acts of infringement, to be determined more fully at trial;

26 B. That United Coin be awarded such damages that constitute at least its lost profits,  
27 lost royalties and lost conveyed sales damages as a result of the wrongful acts of GTG;

28

1 C. That the Court enter a preliminary and permanent injunction against GTG pursuant  
2 to which GTG, including all of its employees, representatives, officers, directors, shareholders,  
3 investors, and all persons acting in concert or participating with them, are enjoined or restrained  
4 as follows:

5 (i) from making, using, selling or offering to sell any system or method for  
6 securely storing and controlling the dispensing of a payout found to infringe the '180 patent or  
7 any such act for a system or method for securely storing and controlling the dispensing of a  
8 payout which is insubstantially changed from the design of any infringing system or method; and

9 (ii) from making, using, selling or offering to sell any system or method for  
10 securely storing and controlling the dispensing of a payout found to infringe the '998 patent or  
11 any such act for a system or method for securely storing and controlling the dispensing of a  
12 payout which is insubstantially changed from the design of any infringing system or method.

13 D. That GTG be required to pay to United Coin exemplary damages under 35 U.S.C.  
14 § 285;

15 E. That United Coin be awarded its costs and reasonable attorneys' fees under 35  
16 U.S.C. § 285 and Fed. R. Civ. P. 54; and

17 F. That United Coin have such other relief as the Court deems just and proper.

18 **DEMAND FOR JURY TRIAL**

19  
20 Pursuant to the Federal Rules of Civil Procedure Rule 38, United Coin hereby  
21 demands a jury trial on all issues triable by jury.

22 Dated February 7, 2012

By: /s/ Michael D. Rounds

23 Michael D. Rounds  
24 Adam P. McMillen  
25 Adam K. Yowell  
26 Watson Rounds  
27 5371 Kietzke Lane  
28 Reno, NV 89511

Attorneys for Plaintiff  
United Coin Machine Co.