

FIRST DISTRICT COURT OF APPEAL
STATE OF FLORIDA

Nos. 1D19-4290, 1D19-4361, 1D19-4362, 1D19-4363,
1D19-4366, 1D19-4371, 1D19-4374, 1D19-4375,
1D19-4377, and 1D19-4402
(Consolidated)

POINT CONVERSIONS, LLC,

Appellant in all cases,

v.

1D19-4290, OMKAR HOTELS, INC.
d/b/a Sleep Inn & Suites;
1D19-4361, REAL HOSPITALITY, INC.
d/b/a Ramada Inn;
1D19-4362, ALPHA HOSPITALITY, LLC
d/b/a Comfort Suites;
1D19-4363, MICHKELDEL, INC. d/b/a
Quality Inn Airport;
1D19-4366, FLORIDA FAMILY HOSPITALITY,
LLC d/b/a Econo Lodge;
1D19-4371, ATLANTIC BEACH LODGING, LLC
d/b/a Econo Lodge Mayport;
1D19-4374, RMH HOTELS, INC. d/b/a
Quality Inn & Suites;
1D19-4375, SHREEJI HOSPITALITY, LLC
d/b/a Quality Inn of Orange Park;
1D19-4377, BRAHMBHATT BROTHERS,
LLC d/b/a Comfort Suites Airport;
1D19-4402, RADHE108, LLC
d/b/a Quality Inn Conference
Center,

Appellees.

On appeal from the Circuit Court for Duval County.
Waddell A. Wallace, Judge.

May 19, 2021

KELSEY, J.

In these ten consolidated appeals, Point Conversions, LLC challenges final orders entered in each case below, dismissing the cases for lack of subject matter jurisdiction. We affirm, because the complaints allege and depend upon patent issues as to which the federal courts have exclusive jurisdiction. We acknowledge and certify conflict with the Fourth District Court of Appeal's recent decision to the contrary on identical facts. *See Point Conversions, LLC v. WPB Hotel Partners*, 46 Fla. L. Weekly D489, 2021 WL 822853 (Fla. 4th DCA Mar. 3, 2021) (motion for reh'g pending).

I. Facts

Because these cases have not been litigated on their merits, we draw the facts from the allegations of, and attachments to, the dismissed complaints. *See Wells Fargo Bank, N.A. v. Bohatka*, 112 So. 3d 596, 600 (Fla. 1st DCA 2013) (recognizing court's authority to consider documents attached to complaint or incorporated by reference in it, for purposes of motion to dismiss). Legal conclusions presented as allegations of fact, however, are not deemed true. *W.R. Townsend Contracting, Inc. v. Jensen Civil Constr., Inc.*, 728 So. 2d 297, 300 (Fla. 1st DCA 1999).

According to voluminous patent documentation described in, attached to, and incorporated in the complaints, two inventors applied for and received up to thirty-two related patents including one on a method for "Conversion of loyalty program points to commerce partner points per terms of a mutual agreement." They formed a non-party entity, JBShBM, LLC, to hold the patents (the "patent holder"). At least one of these inventors, a principal of the patent holder, also became a principal of Appellant Point Conversions (the "licensee"). The licensee then created computer software, "Points Boundaries," that would allow rewards-program

members to exchange their points for other goods or services, including cross-channel exchanges outside the boundaries of a given rewards program. For instance, this kind of software could let someone with Choice Hotels loyalty points use those points for airline miles, and someone with points from another source could use those points to stay at a Choice Hotel. All of the defendants in the lawsuits below (Appellees here) are Choice Hotels franchisees (the “franchisees”).

The patent holder and the licensee entered a “Rights Transfer Agreement,” which was attached as an exhibit to each complaint and amended complaint, and referenced in the complaints. None of the franchisees is a party to the licensing agreement.¹ This licensing agreement gives the licensee the exclusive right to develop and use any software within the scope of the Existing Patents, as to which the patent holder dispossessed its rights “anywhere in the world.” It gives the licensee exclusive power to grant licenses to use such software, and to grant releases of liability for the use of the software under the federal Patent Act. It prohibits the licensee from granting any third party a license to use the intellectual property rights in the existing patents in any software other than the software subject to the agreement. It prohibits the licensee from suing for patent infringement and from collecting royalties for the patents.

Before these lawsuits were filed, a common principal of the patent holder and licensee engaged in, and documented in detail, a series of transactions by which he acquired rewards points and used them cross-channel, including with franchisees. His own actions were then alleged in the complaints and supported with lengthy attachments to the complaints, as constituting violations of expressly specified underlying patents.

¹ The copy of the licensing agreement attached to the complaints in our record is extremely heavily redacted. Even the signatories are redacted. Given these heavy redactions, we are unable to determine whether any other provisions may be relevant to the issues before us, but we find that the unredacted portions are sufficient to support our analysis and holding.

The licensee filed forty-six lawsuits in Florida circuit courts, including the ten lawsuits at issue here. The named plaintiff is the licensee. The patent holder is not a party. Before filing these lawsuits, neither the patent holder nor the licensee sought or obtained a legal ruling that the underlying patents had been infringed.

The complaints attempted to allege claims for unjust enrichment, injunctive relief, conversion, and violation of the Florida Deceptive and Unfair Trade Practices Act (FDUTPA).² The claims reflected two basic theories of relief. First, the licensee alleged that its point-conversion software based on the underlying patents is the only existing software worldwide that anyone can validly be using for this purpose. That being the case, the complaints alleged, the franchisees' knowing use of competing software for their point-conversion programs necessarily violated the licensee's rights under the license *and* infringed on the underlying patents. Second, the licensee alleged that the franchisees improperly converted the licensee's rights to their own use, benefitting unlawfully.

To summarize pertinent allegations of the complaints, the licensee repeatedly alleged violations of the licensee's intellectual property rights derived from the patent holder's underlying rights. The allegations describe these violations of the licensee's or patent holder's rights, or both, as arising from all uses of point-exchange software by the franchisees and their customers. At times these allegedly infringed rights are described as arising from the licensee's rights "and/or" the patent holder's patent rights.

² The licensee later amended its complaints as to two franchisees. These became case numbers 1D19-4374 against RMH, alleging violation of FDUTPA; and 1D19-4290 against Omkar, alleging unjust enrichment and conversion. Like the original complaints, these two amended complaints again described the rights at issue as emanating from the licensee's exclusive software license. These pleadings alleged the franchisees had no right to engage in point conversions or direct their customers to do so, as all such activities violated the licensee's rights rooted in the underlying patents.

Multiple allegations asserted that the franchisees and their customers have “litigation liability” for violation of intellectual property rights, including both the licensee’s rights *and* violations of the underlying patents themselves. The licensee alleged in the complaints that each act of point conversion subjected the franchisees and their customers to state or federal infringement lawsuits, and that the franchisees had improperly failed to notify each customer of this potential litigation liability for infringement of rights derived from the underlying patents. The licensee alleged that the alternative to its forty-six state-court actions would be the filing of “thousands” of patent infringement lawsuits against the franchisees and their customers. The licensee alleged that it had offered to eliminate this litigation exposure for a license fee of \$4.95 per customer, which the franchisees had refused to pay.³

In specific allegations, the complaints are replete with express assertions about the legal status and effect of the underlying patents. These include the following, all quoted directly from the complaints:

As these patents have been issued, these patents, by law, are presumed valid. [Citing legal authorities.]

This contract or license establishes Point Conversions [the licensee] as the only software legally permitted to convert points or reward points across program boundaries (or “boundaries”).

No other company, per Plaintiff’s license, is entitled to use software that exchanges points across program boundaries as covered by the JB [the patent holder] portfolio of patents.

³ The record is not clear as to whether this fee would cover all point-conversion transactions by a customer, or would be payable for each transaction even if there were multiple transactions by the same customer, or whether transactions outside the Choice Hotels framework would also be covered for covered customers for whom the franchisees paid the fee.

This portfolio of patents covers the conversion of loyalty/reward points between separate business entities or channels.

[The “Point Boundaries” software created by the licensee] is derived from the JB patents and permitted for use in the marketplace pursuant to the license

[The franchisees are] aware and [have] knowledge of [licensee, its software, its license, the patent holder, and the patents.]

[The franchisees are] aware that not only are they subjecting themselves to intellectual property lawsuits, but their customers as well; which imposes upon them a steep, economic burden and cost of which [the franchisees’] customers are unaware. . . . Defending intellectual property lawsuits cost money. . . . [The franchisees] know[] defending intellectual property lawsuits costs money. . . . [The franchisees] do[] not indemnify [their] customers that are subject to the intellectual property, litigation liability referenced herein. [The franchisees are] aware that customers must pay money to acquire the Point Boundaries software to transfer points without the risk of violating exclusive IP rights of [the licensee]. [The franchisees] do[] not inform customers that purchase of the Point Boundaries software will negate the IP right liability upon these customers

[The franchisees are] aware that [licensee] possesses an exclusive software right regarding the exchange of points across program boundaries derived from the [patent holder] patents.

[The franchisees] use software to accept, distribute, or exchange points across boundaries that is not licensed under the [patent holder] patents.

[The franchisees are] aware they are violating [licensee’s] intellectual property rights derived from the [patent holder] patents.

[The franchisees] receive[] these benefits including, but not limited to, those referenced above without license to receive the benefits of IP protected by the [patent holder] patents.

[Customers in point-conversion transactions] are in violation of the [patent holder] patents. . . . The patents are numerous and the violations self-evident from the respective claims.

[The licensee] has a clear legal right to the requested forms of relief given the patents are presumed valid [Citing legal authorities.]

The franchisees moved to dismiss for lack of subject matter jurisdiction. They argued that the complaints necessarily required the court to determine the scope and validity of the underlying patent, as well as whether the franchisees' respective alleged actions infringed on that patent. Those being core patent-law issues, the franchisees argued, the state circuit court was divested of subject matter jurisdiction. The franchisees as to which the licensee filed amended complaints also moved to dismiss the amended pleadings for failure to state a cause of action. Some franchisees filed answers and affirmative defenses before the trial court ruled on the motions to dismiss, again asserting lack of subject matter jurisdiction. All franchisees asserted the jurisdiction defense in one form or the other, or both.

The trial court rendered the order under review, finding that the court would necessarily have to decide core patent law issues to resolve the claims. The court concluded that all of the licensee's claims depended "wholly" on whether or not the franchisees' activities infringed the underlying patent, which would require resolution of core patent issues under federal law and were subject to exclusive federal court jurisdiction. Therefore, the trial court concluded it lacked subject matter jurisdiction, and dismissed the complaints. These appeals followed.

II. Analysis

The existence of subject matter jurisdiction is a question of law that we review de novo. *Dep't of Revenue v. Vanamburg*, 174

So. 3d 640, 642 (Fla. 1st DCA 2015). We can decide whether subject matter jurisdiction exists even if the parties fail to address it. *Kontrick v. Ryan*, 540 U.S. 443, 455 (2004); *Vanamburg*, 174 So. 3d at 642. As noted earlier, our scope of review includes the complaints and all of their attachments, and we disregard legal conclusions included within the allegations. *See Wells Fargo*, 112 So. 3d at 600 (extending review to attachments); *W.R. Townsend*, 728 So. 2d at 300 (disregarding legal conclusions).

A. “Arising Under.”

We begin with the federal Judiciary and Judicial Procedure Act. This law confers on the federal district courts original jurisdiction over civil actions “arising under” federal patent laws, while simultaneously prohibiting state courts from exercising jurisdiction over such claims, as follows:

The district courts shall have original jurisdiction of any civil action arising under any Act of Congress relating to patents, plant variety protection, copyrights and trademarks. No State court shall have jurisdiction over any claim for relief arising under any Act of Congress relating to patents, plant variety protection, or copyrights. . . .

28 U.S.C.A. § 1338(a) (West 2019).

This basis of federal jurisdiction exists in two scenarios. *Gunn v. Minton*, 568 U.S. 251, 257 (2013). First, federal courts have original and exclusive jurisdiction where federal law creates the cause of action. *Id.* Second, federal courts have jurisdiction where state-law claims “necessarily raise a stated federal issue, actually disputed and substantial, which a federal forum may entertain without disturbing any congressionally approved balance of federal and state judicial responsibilities.” *Id.* at 258 (quoting *Grable & Sons Metal Prods., Inc. v. Darue Eng’g & Mfg.*, 545 U.S. 308, 314 (2005)).

To determine whether an action “arises under” patent law within the meaning of section 1338(a), we analyze how the plaintiff has framed the complaint and whether, as pleaded, the action is based on breach of a right created by patent law. *See Schachel v.*

Closet Concepts, Inc., 405 So. 2d 487, 488 (Fla. 3d DCA 1981) (“[T]he test is: if the suit is founded on a breach of a right created by the patent laws, even if that right is confirmed by separate agreement, the case arises under the patent laws, and a state court is without subject matter jurisdiction.”).

Applying this test, this action “arises under” patent law. The licensee framed its rights in the Points Boundaries software as originating with, and dependent upon, the patent holder’s underlying method patent. The licensing agreement referenced in and attached to the complaint confirms this direct and inextricable relationship between the patent and the licensee’s claims. The licensee possesses only such rights as the licensing agreement gives it, which are defined as rooted in the underlying patent.

The licensee never alleges that it has patented the specific software it created on the protected foundation of the more conceptual method patent. Instead, as we have summarized above and will not repeat here, the complaint is replete with express allegations that the licensee’s allegedly infringed rights derive from the patent holder’s underlying method patent. The attachments to the complaint confirm this conclusion, and decisively so. The licensee is bound by its pleading, and has pleaded its claims as arising from and controlled by patent law.

To the extent that the licensee attempted to plead around the jurisdictional problem with legal conclusions about the validity and scope of the underlying patents, we reject that attempt. *See W.R. Townsend*, 728 So. 2d at 300 (disregarding legal conclusions). A reviewing court cannot presume that legal arguments are correct simply because they are asserted conclusorily among the allegations of a complaint. *See id.* Those are the ultimate questions of patent law that will resolve this dispute. The federal court must determine first the validity and scope of the underlying method patent. As part of that analysis, the court must determine the standing of a licensee to sue for infringement of both unpatented software based on a broader method patent, and infringement of the underlying method patent, both without joining the patent holder. The court must then determine whether the licensee possesses any protectable rights in its point conversion software.

Further, the court must determine whether patent law allows a license-infringement lawsuit, based on alleged patent infringement, against entities that are not parties to the license agreement. It is material that the franchisees are not parties to the licensing agreement between the patent holder and the licensee. *See Inspired Dev. Grp., LLC v. Inspired Prod. Grp., LLC*, 938 F.3d 1355, 1368 & n.8 (Fed. Cir. 2019) (explaining that if the suit “tried to plead unjust enrichment or some other equitable claim in such a way (i.e., without any existing relationship), this might raise greater concerns for the federal system” and “[a]t that point, though labeled as an ‘unjust enrichment’ action, the claim would look like little more than a patent infringement claim against a third-party infringer pled in disguise to avoid federal jurisdiction”); *see also MDS (Canada) Inc. v. Rad Source Techs., Inc.*, 720 F.3d 833, 842 (11th Cir. 2013) (explaining all the relevant parties were joined to the lawsuit, and thus “this issue is unlikely to impact any future constructions of claims,” and distinguishing *Grable*, where a state court’s resolution of the core federal patent question would control in numerous other cases).

Finally, and only if the other factors favor the licensee’s claims, the court must determine whether any competing software the franchisees may be using infringes on the licensee’s software. That in turn raises the issue of whether the claim could be resolved in the absence of the persons and entities providing the allegedly competing software to the franchisees. We conclude that all of those questions are core patent-law issues, raised by the licensee’s allegations and supporting exhibits, that are controlled by federal patent law. Disposition of those issues, in turn, will affect the body of federal patent law. These and other patent-law issues belong in federal court.

Given the detailed and voluminous patent-infused allegations of the complaints before us, together with the attachments of the same nature, we cannot agree with our sister court that this is a license dispute for jurisdictional purposes. *See WPB Hotel Partners*, 2021 WL 822853 at *9 (“[A]t its core, this case appears to be more about *license* infringement rather than *patent* infringement.”). To the contrary, we conclude that the governing allegations and the attachments to the complaints are compelling and defeat any conclusion that this is a license dispute. An action

on the license has no foundation whatsoever without the underlying patent. We cannot see this case as anything but a patent case, over which the federal district courts have exclusive jurisdiction. We turn next to explaining further why we see it differently than did the Fourth District with respect to applying precedent.

B. *Solar Dynamics*.

The Fourth District, after concluding that this is a license infringement case and not a patent infringement case, applied *Gunn* to conclude that Florida state courts have subject matter jurisdiction. *Id.* at *9–*10. As part of its analysis, the Fourth District implicitly found invalid the Second District’s analysis and decision in *Solar Dynamics, Inc. v. Buchanan Ingersoll & Rooney, P.C.*, 211 So. 3d 294 (Fla. 2d DCA 2017). *See id.* at *9–*10 (describing *Solar Dynamics* as inconsistent with *Gunn*).⁴

As a threshold observation, we disagree with the Fourth District’s implicit conclusion that a license infringement case cannot also be a patent infringement case for jurisdiction purposes. It can be both; and if it is, a federal court must resolve the core underlying patent issues. The very question of whether this is *only* a license case requires a court—a federal court—to resolve questions of the validity, scope, and infringement of the underlying patents, because the answers to those questions define the parameters of any rights the licensee may exercise validly. The additional presence of license issues does not preclude the

⁴ The Fourth District described *Solar Dynamics* as an “outlier,” citing an Ohio federal district court case, but we disagree with this characterization. *See WPB Hotel Partners*, 2021 WL 822853 at *9. The Ohio court rejected *Solar Dynamics* “because its facts necessarily render it an outlier”—not because the *Solar Dynamics* court’s analysis or reasoning was flawed. *See Exceller Software Corp. v. Dine*, No. 1:18-cv-538, 2019 WL 6606084, at *3 (S.D. Ohio Dec. 5, 2019). It appears the fact pattern of *Exceller* and *Gunn*—where the plaintiff first obtains a federal-court ruling on the core patent issue and then resorts to state court—are more typical than that of *Solar Dynamics* and this case.

threshold necessity to determine core patent-law issues in federal court.

Turning to the Fourth District’s treatment of *Solar Dynamics*, we find that the case remains good law and does not conflict with *Gunn*. Rather, the two cases involve materially different facts, and we harmonize them on that basis. Material to our analysis is our view that in the cases before us, the licensee’s choice of allegations and incorporated attachments to its complaints are decisively rooted in patent rights derived from the underlying method patent, as we discussed above. These allegations, and the procedural posture of the case, are analogous to those in *Solar Dynamics*.

Solar Dynamics supports our conclusion that state courts lack subject matter jurisdiction over the controlling patent-law issues in the licensee’s complaints presently before us. *Solar Dynamics* hired a law firm to obtain a patent, which the firm did. *Solar Dynamics*, 211 So. 3d at 296. It turned out that the patent was too easy to circumvent, so *Solar Dynamics* sued the law firm for legal malpractice. *Id.* at 295–96. Importantly, *Solar Dynamics* had not first obtained any federal court determination of the validity and scope of the patent the law firm had obtained. *Id.* at 296. The law firm successfully moved to dismiss for lack of subject matter jurisdiction. *Id.*

On appeal, *Solar Dynamics* argued that its legal malpractice claim was purely a state law action. *Id.* The law firm argued that it could not be liable for malpractice unless a court first determined whether it were true that the patent was insufficient to protect *Solar Dynamics*’ rights—which required a decision on the scope, validity, and infringement of the patent. *Id.* The law firm argued, and the Second District agreed (after first observing that the patent jurisdiction analysis is “bedeviling”) that only a federal court could resolve those determinative issues, under section 1338(a). *Id.* at 296, 297.

The Second District distinguished *Gunn* (which we discuss below), primarily because it was the factual converse of *Solar Dynamic*’s claim, in that a federal court in *Gunn* had already decided the underlying patent infringement issue adverse to the defendant law firm. *Id.* In the *Solar Dynamics* lawsuit, by contrast, no federal court had yet decided the patent issues. *Id.* at 298–99.

The Second District held that to allow or require the state court to decide those issues in the first instance would violate section 1338(a) of the United States Code. *Id.* at 299–300. The court observed that, “Solar avoids a critical step; it fails to create the first ‘case’ needed to provide the context for a subsequent legal malpractice claim.” *Id.* at 299. The court emphasized that in Solar Dynamics’ situation, a state court would be deciding a core issue of patent law, in contrast to the converse *Gunn* situation, in which a federal court had already decided that core issue. *Id.* The law firm that represented Solar Dynamics in obtaining its patent could not be liable for legal malpractice without a judicial determination that the patent was in fact invalid or incomplete in scope, and that determination would fall within federal courts’ exclusive jurisdiction. *Id.* at 300–01.

This case is materially analogous to *Solar Dynamics*. Here, the licensee’s claims are inextricably rooted in, and pleaded as, dependent on the validity, scope, and infringement of the patent holder’s underlying method patent. The licensee directly alleges infringement of the underlying patent. Yet, like the plaintiff in *Solar Dynamics*, the licensee here has not yet obtained the prerequisite core resolution of those underlying patent issues. Like the plaintiff in *Solar Dynamics*, the licensee must obtain those rulings from a federal court. *See* 28 U.S.C.A. § 1338(a). This dispositive fact distinguishes this case from *Gunn*.

C. *Gunn*.

Like *Solar Dynamics*, *Gunn* is good law. It simply addressed materially different facts, the converse fact pattern: federal jurisdiction over purely state-law claims related to federal-law patent claims already decided by a federal court. The *Gunn* court recited and applied a four-part test for determining when federal courts have jurisdiction over state claims: “[F]ederal jurisdiction over a state law claim will lie if a federal issue is: (1) necessarily raised, (2) actually disputed, (3) substantial, and (4) capable of resolution in federal court without disrupting the federal-state balance approved by Congress.” 568 U.S. at 258.

Under this test, federal courts determine the core issues of patent validity, scope, and infringement. State courts determine the state-law ramifications of the federal patent decision. *See Solar*

Dynamics, 211 So. 3d at 297–301. The *Gunn* plaintiff had first obtained a federal-court ruling on the validity, scope, and infringement of the patent. 568 U.S. at 254–55. Under that procedural posture, the balance of federal-state jurisdiction was preserved consistent with section 1338(a). *Id.* at 260–65.

The *Gunn* analysis must be understood in light of its context, the critical feature of which was the previous federal-court adjudication of the patent issues. *Id.* The *Gunn* court was applying its four-part test to state-law claims as to which a federal court had already decided the federal-law issues. That has not yet happened in these cases. We determine only whether a state court has subject matter jurisdiction to determine those core patent issues that have *not* already been decided in federal court. Only a federal court can resolve the patent issues.

Even if we reached the four-part test of *Gunn* as the Fourth District did, we would reach a different conclusion about the actually-disputed, substantiality, and federal-court-resolution prongs.⁵ As to whether or not the licensee’s allegations were actually disputed, the Fourth District concluded that it could not determine the existence of a dispute because no answers to the complaints had been filed. *WPB Hotel Partners*, 2021 WL 822853 at *7. In our batch of ten cases, some of the franchisees filed answers and affirmative defenses after their motions to dismiss were filed and heard but not resolved. If the filing of an answer were necessary to find the existence of a dispute, we would have it as to those franchisees. We conclude that adversity is also apparent in the motions to dismiss that all franchisees filed.

Beyond those filings, the existence of an actual dispute is alleged on the face of the complaints and their incorporated exhibits. The licensee alleged that it has certain intellectual property rights including patent rights, and including the patent-holder’s rights; and that the franchisees have knowingly and

⁵ We agree with the Fourth District that the first prong, whether federal issues are “necessarily raised,” would require federal court jurisdiction. *WPB Hotel Partners*, 2021 WL 822853 at *5–*7 (finding federal questions were necessarily raised as to all of the licensee’s four counts).

actively violated those rights. It alleged that it attempted to secure the franchisees' agreement to a license arrangement, and the franchisees did not comply. A principal of the licensee made himself a witness to and participant in the allegedly wrongful acts, filing exhibits documenting his acts and communications with franchisee representatives and asserting that the franchisees by their actions breached the underlying patents in several ways. We have no difficulty finding that the licensee's claims are actually disputed.

We depart from the Fourth District's analysis of the remaining *Gunn* prongs as well. That court held that the federal law claims were not more substantial than the state-law claims, because the licensee would still have to prove its four state-law claims. *Id.* at *7–*8. That conclusion then supported the court's analysis of the fourth prong, whether the claims were capable of resolution in federal court, as to which the court concluded the state-law claims should be resolved in state court. *Id.* at *8–*9. We view those issues through the controlling lens of the licensee's failure to have already obtained a ruling on the patent-law issues, which is a materially different fact than that presented in *Gunn*. More broadly, as we have already discussed several times, the allegations of the complaints and the attachments to them overwhelmingly and unavoidably frame core patent-law issues that must be resolved in federal court. That is a prerequisite to further proceedings on the state-law claims, and demonstrates the substantiality of the core federal patent-law issues as well as how a state court's deciding those issues would upset the federal-state balance in substantive patent law.

III. Conclusion

The trial court correctly dismissed the licensee's complaints for lack of subject matter jurisdiction. We have carefully considered all of the licensee's remaining arguments, and reject them without further comment. Accordingly, we affirm the trial court's dismissal orders. We also certify conflict with *Point Conversions, LLC v. WPB Hotel Partners*, 46 Fla. L. Weekly D489, 2021 WL 822853 (Fla. 4th DCA Mar. 3, 2021).

AFFIRMED; CONFLICT CERTIFIED.

LEWIS and BILBREY, JJ., concur.

Not final until disposition of any timely and authorized motion under Fla. R. App. P. 9.330 or 9.331.

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Garrett A. Tozier, Harold Timothy Gillis, and Jessica Morgan Foster of Shutts & Bowen, LLP, Jacksonville; Joseph Bain of Shutts & Bowen, LLP, West Palm Beach; Daniel Nordby of Shutts & Bowen, LLP, Tallahassee, for Appellees.