

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**IN RE: UNIFIED MESSAGING
SOLUTIONS LLC
PATENT LITIGATION**

MDL No. 2371

Master Docket No. 1:12-CV-6286

Regarding: Case No. 1:12-CV-6290

JURY TRIAL DEMANDED

**SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT
AGAINST SPRINT NEXTEL CORPORATION**

Plaintiff Unified Messaging Solutions LLC (“Unified Messaging”) files this Second Amended Complaint against Sprint Nextel Corporation (“Defendant”) for infringement of U.S. Patent No. 6,857,074 (“the ’074 patent”), U.S. Patent No. 7,836,141 (“the ’141 patent”), U.S. Patent No. 7,895,306 (“the ’306 patent”), U.S. Patent No. 7,895,313 (“the ’313 patent”), and/or U.S. Patent No. 7,934,148 (“the ’148 patent”).

THE PARTIES

1. Unified Messaging is a limited liability company organized and existing under the laws of the State of Texas with principal places of business located in Newport Beach, California and Frisco, Texas.

2. Defendant is a Kansas corporation with its principal place of business in Overland Park, Kansas. Defendant does business in the State of Missouri and in the Eastern District of Missouri.

JURISDICTION AND VENUE

3. Unified Messaging brings this action for patent infringement under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others.

4. The United States District Court for the Eastern District of Missouri has subject matter jurisdiction over the claims in this action pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1367. The United States District Court for the Northern District of Illinois has subject matter jurisdiction for pretrial proceedings pursuant to 28 U.S.C. § 1407.

5. Venue is proper in the United States District Court for the Eastern District of Missouri pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, Defendant is deemed to reside in the Eastern District of Missouri, has committed acts of infringement in the Eastern District of Missouri, has purposely transacted business in the Eastern District of Missouri, and/or has regular and established places of business in the Eastern District of Missouri. Venue is proper in the United States District Court for the Northern District of Illinois for pretrial proceedings pursuant to 28 U.S.C. § 1407.

6. Defendant is subject to the United States District Court for the Eastern District of Missouri's specific and general personal jurisdiction pursuant to due process due at least to their substantial business in Missouri and the Eastern District of Missouri, including: (A) at least part of their infringing activities alleged herein; and (B) regularly doing or soliciting business and, accordingly, deriving substantial revenue from goods and services provided to Missouri residents. With regards to pretrial proceedings, Defendant is subject to the United States District Court for the Northern District of Illinois's specific and general personal jurisdiction pursuant to 28 U.S.C. § 1407.

COUNT I

(INFRINGEMENT OF U.S. PATENT NO. 6,857,074)

7. Unified Messaging incorporates paragraphs 1 through 6 herein by reference.

8. Unified Messaging is the exclusive licensee of the '074 patent, entitled "Systems and Methods for Storing, Delivering, and Managing Messages," with ownership of all substantial rights in the '074 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '074 patent is attached as Exhibit A.

9. The '074 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

10. Defendant has directly infringed and continues to directly infringe one or more claims of the '074 patent in the Eastern District of Missouri and elsewhere in Missouri and the United States, including at least claim 1, without the consent or authorization of Unified Messaging, by or through their making, having made, offer for sale, sale, and/or use of the patented systems and methods for storing, delivering, and managing messages through operation of their web-based communications service(s), including webmail services, accessible via their website(s) and/or their messaging/mail/web server(s).

11. Unified Messaging has been damaged as a result of Defendant's infringing conduct described in this Count I. Defendant is, thus, liable to Unified Messaging in an amount that adequately compensates it for Defendant's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by the United States District Court for the Eastern District of Missouri under 35 U.S.C. § 284.

COUNT II

(INFRINGEMENT OF U.S. PATENT NO. 7,836,141)

12. Unified Messaging incorporates paragraphs 1 through 11 herein by reference.

13. Unified Messaging is the exclusive licensee of the '141 patent, entitled "Systems and Methods for Storing, Delivering, and Managing Messages," with ownership of all substantial rights in the '141 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '141 patent is attached as Exhibit B.

14. The '141 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

15. Defendant has directly and/or indirectly infringed and continues to directly and/or indirectly infringe one or more claims of the '141 patent in the Eastern District of Missouri and elsewhere in Missouri and the United States, including at least claim 21, without the consent or authorization of Unified Messaging, by or through their making, having made, offer for sale, sale, and/or use of the patented systems and methods for storing, delivering, and managing messages through operation of their web-based communications service(s), including webmail services, accessible via their website(s) and/or their messaging/mail/web server(s).

16. Unified Messaging has been damaged as a result of Defendant's infringing conduct described in this Count II. Defendant is, thus, liable to Unified Messaging in an amount that adequately compensates it for Defendant's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by the United States District Court for the Eastern District of Missouri under 35 U.S.C. § 284.

COUNT III

(INFRINGEMENT OF U.S. PATENT NO. 7,895,306)

17. Unified Messaging incorporates paragraphs 1 through 16 herein by reference.

18. Unified Messaging is the exclusive licensee of the '306 patent, entitled "Systems and Methods for Storing, Delivering, and Managing Messages," with ownership of all substantial rights in the '306 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '306 patent is attached as Exhibit C.

19. The '306 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

20. Defendant has directly and/or indirectly infringed and continues to directly and/or indirectly infringe one or more claims of the '306 patent in the Eastern District of Missouri and elsewhere in Missouri and the United States, including at least claim 5, without the consent or authorization of Unified Messaging, by or through their making, having made, offer for sale, sale, and/or use of the patented systems and methods for storing, delivering, and managing messages through operation of their web-based communications service(s), including webmail services, accessible via their website(s) and/or their messaging/mail/web server(s).

21. Unified Messaging has been damaged as a result of Defendant's infringing conduct described in this Count III. Defendant is, thus, liable to Unified Messaging in an amount that adequately compensates it for Defendant's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by the United States District Court for the Eastern District of Missouri under 35 U.S.C. § 284.

COUNT IV

(INFRINGEMENT OF U.S. PATENT NO. 7,895,313)

22. Unified Messaging incorporates paragraphs 1 through 21 herein by reference.

23. Unified Messaging is the exclusive licensee of the '313 patent, entitled "Systems and Methods for Storing, Delivering, and Managing Messages," with ownership of all substantial rights in the '313 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '313 patent is attached as Exhibit D.

24. The '313 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

25. Defendant has directly and/or indirectly infringed and continues to directly and/or indirectly infringe one or more claims of the '313 patent in the Eastern District of Missouri and elsewhere in Missouri and the United States, including at least claim 10, without the consent or authorization of Unified Messaging, by or through their making, having made, offer for sale, sale, and/or use of the patented systems and methods for storing, delivering, and managing messages through operation of their web-based communications service(s), including webmail services, accessible via their website(s) and/or their messaging/mail/web server(s).

26. Unified Messaging has been damaged as a result of Defendant's infringing conduct described in this Count IV. Defendant is, thus, liable to Unified Messaging in an amount that adequately compensates it for Defendant's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by the United States District Court for the Northern District of Illinois under 35 U.S.C. § 284.

COUNT V

(INFRINGEMENT OF U.S. PATENT NO. 7,934,148)

27. Unified Messaging incorporates paragraphs 1 through 26 herein by reference.

28. Unified Messaging is the exclusive licensee of the '148 patent, entitled "Systems and Methods for Storing, Delivering, and Managing Messages," with ownership of all substantial rights in the '148 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '148 patent is attached as Exhibit E.

29. The '148 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

30. Defendant has directly and/or indirectly infringed and continues to directly and/or indirectly infringe one or more claims of the '148 patent in the Eastern District of Missouri and elsewhere in Missouri and the United States, including at least claim 1, without the consent or authorization of Unified Messaging, by or through their making, having made, offer for sale, sale, and/or use of the patented systems and methods for storing, delivering, and managing messages through operation of their web-based communications service(s), including webmail services, accessible via their website(s) and/or their messaging/mail/web server(s).

31. Unified Messaging has been damaged as a result of Defendant's infringing conduct described in this Count V. Defendant is, thus, liable to Unified Messaging in an amount that adequately compensates it for Defendant's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by the United States District Court for the Northern District of Illinois under 35 U.S.C. § 284.

ILLUSTRATIVE INFRINGEMENTS

32. Unified Messaging incorporates paragraphs 1 through 31 herein by reference.

33. Defendant has committed direct infringement as alleged in Counts I through V, at least through operation of its "Bill History", "Info center" and "Web Texter Plus" features

accessible at least through its website, www.sprint.com. Specifically, these features infringe at least claims 1, 2, 4, and 26 of the '074 patent. These features also infringe at least claims 21, 24, and 29 of the '141 patent. These features also infringe at least claims 1, 7, 39, 90, 91, 140, and 147 of the '148 patent. These features also infringe at least claims 5, 25, 37, and 40 of the '306 patent. These features also infringe at least claims 10 and 11 of the '313 patent.

34. In the alternative, Defendant has committed indirect infringement as alleged in Counts II through V through its inducing and/or contributing to the infringements of its users via the "Bill History", "Info center" and "Web Texter Plus" features. Defendant has possessed knowledge of the '141 patent, the '306 patent, the '313, and the '148 patent since at least the time that Unified Messaging effected service of its Original Complaint in *Unified Messaging Solutions LLC v. Sprint Nextel Corp.*, Civil Action No. 4:12-cv-371, in the United States Court for the Eastern District of Missouri. Defendant has known or should have known that its actions would induce or contribute to actual infringement by its users. Defendant has specifically intended for its users to use the "Bill History", "Info center" and "Web Texter Plus" features in a manner that infringes at least claims 21, 24, and 29 of the '141 patent, claims 1, 7, 39, 90, 91, 140, and 147 of the '148 patent, claims 5, 25, 37, and 40 of the '306 patent, and claims 10 and 11 of the '313 patent by instructing and/or encouraging the users to use the "Bill History", "Info center" and "Web Texter Plus" features.

JURY DEMAND

Unified Messaging hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

Unified Messaging requests that the Court presiding over this matter find in its favor and against Defendant, and that the Court presiding over this matter grant Unified Messaging the following relief:

- a. Judgment that one or more claims of the '074, '141, '306, '313, and '148 patents have been infringed, either literally and/or under the doctrine of equivalents, by Defendant;
- b. Judgment that Defendant account for and pay to Unified Messaging all damages to and costs incurred by Unified Messaging because of Defendant's infringing activities and other conduct complained of herein;
- c. Judgment that Defendant account for and pay to Unified Messaging a reasonable, on-going, post-judgment royalty because of Defendant's infringing activities and other conduct complained of herein;
- d. That Unified Messaging be granted pre-judgment and post-judgment interest on the damages caused by Defendant's infringing activities and other conduct complained of herein; and
- e. That Unified Messaging be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: October 26, 2012

Respectfully submitted,

/s/ Timothy E. Grochocinski

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CERTIFICATE OF SERVICE

I hereby certify that on October 26, 2012, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

/s/ Timothy E. Grochocinski
Timothy E. Grochocinski