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6 7 8	Attorneys for Plaintiffs j2 Global, Inc. (now j2 Cloud Services, Inc.), j2 Global Canada, Inc., and Advanced Messaging Technologies, Inc.	
9	UNITED STATES	S DISTRICT COURT
10	CENTRAL DISTRICT OF CALIFORNIA	
11		
12	j2 GLOBAL, INC., j2 GLOBAL CANADA, INC., and ADVANCED MESSAGING	Case No. 14-CV-01283-ODW-JC
13	TECHNOLOGIES, INC.	FIRST AMENDED COMPLAINT FOR DECLARATORY
14	Plaintiffs,	JUDGMENT OF NON- INFRINGEMENT AND
15	v.	INVALIDITY, AND FOR PATENT INFRINGEMENT
16	RPOST HOLDINGS, INC.,	DEMAND FOR JURY TRIAL
17	RPOST COMMUNICATIONS, LTD., and RMAIL LTD.	
18	Defendants.	
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Plaintiffs j2 Global, Inc. ("j2 Global"), j2 Global Canada, Inc. ("j2 Canada"), and Advanced Messaging Technologies, Inc. ("AMT") (collectively, "Plaintiffs"), for their Complaint against Defendants RPost Holdings, Inc. ("RPost Holdings"), RPost Communications, Ltd. ("RPost Communications") (collectively "RPost"), and RMail Ltd. ("RMail"), hereby allege upon personal knowledge as to themselves and their conduct and upon information and belief as to all other matters, as follows: NATURE OF THE CASE 1. This is an action for declaratory judgment of patent noninfringement and patent invalidity. 2. This also is an action for patent infringement. 3. As to the declaratory judgment portion of this action, j2 Global and j2 Canada allege as follows: 4. RPost Communications and RMail have asserted that j2 Global infringes the following patents: U.S. Patent No. 8,209,389 ("the '389 Patent"), assigned a. to RPost Communications and entitled "System and Method for Verifying Delivery and Integrity of Electronic Messages," a copy of which is attached to this complaint as Exhibit A; U.S. Patent No. 8,161,104 ("the '104 Patent"), assigned b. to RPost Communications and entitled "System and Method for Verifying Delivery and Integrity of Electronic Messages," a copy of which is attached to this complaint as Exhibit B; U.S. Patent No. 8,468,198 ("the '198 Patent"), assigned c. to RPost Communications and entitled "System and Method for Verifying Delivery and Integrity of - 1 -

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1		Electronic Messages," a copy of which is attached to this	
2		complaint as Exhibit C;	
3	d.	U.S. Patent No. 8,468,199 ("the '199 Patent"), assigned	
4		to RPost Communications and entitled "System and	
5		Method for Verifying Delivery and Integrity of	
6		Electronic Messages," a copy of which is attached to this	
7		complaint as Exhibit D;	
8	e.	U.S. Patent No. 8,224,913 ("the '913 Patent"), assigned	
9		to RPost Communications and entitled "System and	
10		Method for Verifying Delivery and Integrity of	
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12	complaint as Exhibit E;		
13	f.	U.S. Patent No. 7,966,372 ("the '372 Patent"), assigned	
14		to RPost Communications and entitled "System and	
15	Method for Verifying Delivery and Integrity of		
16		Electronic Messages," a copy of which is attached to this	
17		complaint as Exhibit F;	
18	g.	U.S. Patent No. 8,275,845 ("the '845 Patent"), assigned	
19		to RPost Communications and entitled "System and	
20		Method for Verified Contract Acceptance," a copy of	
21		which is attached to this complaint as Exhibit G;	
22	h.	U.S. Patent No. 6,182,219 ("the '219 Patent"), assigned	
23		to RMail and entitled "Apparatus and Method for	
24		Authenticating the Dispatch and Contents of	
25		Documents," a copy of which is attached to this	
26		complaint as Exhibit H; and	
27	i.	U.S. Patent No. 8,484,706 ("the '706 Patent"), assigned	
28		to RPost Communications and entitled "System for, and	
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1 Method of, Providing the Transmission, Receipt and 2 Content of a Reply to an Electronic Message," a copy of 3 which is attached to this complaint as Exhibit I. 5. 4 As to the patent infringement portion of this action, AMT 5 alleges as follows: AMT alleges that RPost infringes U.S. Patent No. 6 6. 7 7,934,148 ("the '148 Patent"). 8 7. AMT alleges that RPost infringes U.S. Patent No. 9 7,421,514 ("the '514 Patent"). 10 **JURISDICTION AND VENUE** 8. 11 The declaratory judgment portion of this action arises under the 12 patent laws of the United States, Title 35 of the United States Code, and, in 13 particular 35 U.S.C. §§ 271, 281, 283-285, and the Declaratory Judgment Act, 28 14 U.S.C. §§ 2201-02. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338(a), 1367, and 2201-02, because j2 Global and 15 16 j2 Canada's request for a declaratory judgment of patent invalidity and non-17 infringement arises under the patent laws of the United States and the Declaratory 18 Judgment Act. 19 9. The patent infringement portion of this action arises under the patent laws of the United States, including Title 35 of the United States Code. 20 21 Accordingly, this Court has subject matter jurisdiction over this action pursuant to 22 28 U.S.C. §§ 1331 and 1338(a). 23 Venue is proper in this district under 28 U.S.C. §§ 1391(b) and 10. 24 (c), and § 1400(b). Defendants' allegations giving rise to a controversy were made 25 in this District, RPost is doing business in this District, and RPost's acts of 26 infringement have occurred in this District. 27 28

1 **PARTIES** 2 11. Plaintiff j2 Global is a corporation organized under the laws of 3 the State of Delaware with its principal place of business at 6922 Hollywood 4 Boulevard, Suite 500, Los Angeles, California, 90028. j2 Global provides 5 messaging and communications services to millions of customers around the world. j2 Global recently underwent a name change to j2 Cloud Services, Inc. "j2 7 Cloud Services"). Accordingly, in the remainder of this Amended Complaint, 8 where applicable, j2 Global will be referred to as j2 Cloud Services. 9 12. Plaintiff j2 Canada (which conducts business as Protus IP 10 Solutions) is a corporation organized under the laws of Canada with its principal 11 place of business at 2 Gurdwara Road, 3rd Floor Ottawa, Ontario, Canada K2E 12 1A2. j2 Canada provides messaging and communications services to more than 13 500,000 business subscribers worldwide. j2 Canada is an indirect wholly-owned 14 subsidiary of j2 Cloud Services. 15 13. Plaintiff AMT is a corporation organized under the laws of the 16 State of Delaware with its principal place of business at 6922 Hollywood 17 Boulevard, Suite 500, Los Angeles, California, 90028. AMT is a wholly-owned 18 subsidiary of j2 Cloud Services. 19 14. Defendant RPost Holdings is a corporation organized under the 20 laws of the State of Delaware with its designated principal place of business at 21 6033 West Century Boulevard, Suite 1278, Los Angeles, California, 90045. 22 15. On information and belief, Defendant RPost Communications 23 is an international corporation organized under the laws of the Nation of Bermuda, 24 with its primary place of business at 69, Pitts Bay Road, Pembroke, HM 08, Bermuda. 25 16. On information and belief, Defendant RMail is an international 26 27 corporation organized under the laws of the Nation of Bermuda, with its primary 28 place of business at 71, Pitts Bay Road, Pembroke, HM 08, Bermuda.

1 17. RPost offers email services that provide email tracking, proof 2 of delivery, message encryption, message management, and electronic signatures 3 which enable both sender and recipient to prove, sign, encrypt, archive and collaborate across desktop, mobile and online email platforms, for customers 4 5 across the United States. 18. 6 RPost has offices in and is doing business in California, including in this District. RPost additionally solicits customers in this District. 7 8 **BACKGROUND DECLARATORY JUDGMENT** 9 10 19. With respect to RPost Communications and RMail's Patents, an 11 actual controversy exists between j2 Cloud Services and j2 Canada, on the one 12 hand, and RPost Communications and RMail, on the other, by virtue of RPost 13 Communications and RMail's assertion of rights under each of the identified RPost 14 Communications and RMail Patents based on allegations of certain ongoing 15 activity by j2 Global. 16 20. On January 2, 2014, RPost Communications and RMail sent a 17 cease and desist letter to j2 Global through j2 Global's outside legal counsel. 18 RPost Communications and RMail alleged in that letter that j2's Campaigner® 19 product and service infringes and continues to infringe RPost Communications and 20 RMail's Patents. 21 21. j2 Canada operates the servers through which the Campaigner® 22 product operates. 23 22. In the January 2 letter, RPost Communications and RMail 24 alleged as follows, which allegations j2 Cloud Services denies: "[j2] offers 25 products and services that infringe certain patents owned by RPost" and "[j2's] continued use of RPost technology without permission from RPost is willful, and is 26 27 causing RPost irreparable harm." 28

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23. 1 j2 Cloud Services contends that it has a right to engage in 2 making, using, offering to sell, and selling its products, including its email 3 marketing products without license from RPost Communications and RMail. 4 24. j2 Cloud Services does not make, use, or sell any product or 5 service that infringes any valid claim of the RPost Communications or RMail 6 Patents. 25. Between August 2012 and January 2014, RPost 8 Communications and RMail have filed Complaints for Patent Infringement in the 9 U.S. District Court for the Eastern District of Texas against a number of different 10 companies. In a number of those complaints, RPost Communications and/or 11 RMail has alleged infringement of one or more of the '389, '104, '199, '913, '372, 12 '706, '845, and '219 Patents. 13 26. As a result of RPost Communications and RMail's allegations 14 against j2 Global and RPost Communications and RMail's general course of 15 conduct, j2 Cloud Services has a reasonable apprehension that RPost 16 Communications and RMail will file suit against j2 Cloud Services. An actual and 17 justiciable controversy exists between j2 Cloud Services, on the one hand, and 18 RPost Communications and RMail, on the other, as to whether j2 Cloud Services 19 infringes or induces infringement of any valid and enforceable claim of RPost 20 Communications and RMail's Patents by manufacturing and/or selling email 21 marketing products. 22 27. Also as a result of RPost Communications and RMail's 23 allegations against j2 Cloud Services and RPost Communications and RMail's 24 general course of conduct, j2 Canada has a reasonable apprehension that RPost will 25 file suit against j2 Canada. An actual and justiciable controversy thus exists 26 between j2 Canada and RPost Communications and RMail as to whether j2 Canada 27 infringes or induces infringement of any valid and enforceable claim of RPost 28

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Communications and RMail's Patents by manufacturing and/or selling email marketing products. PATENT INFRINGEMENT 28. AMT is the owner, by assignment, of the '148 Patent, entitled "Systems and Method for Storing, Delivering, and Managing Messages," which was issued to Charles Bobo II on April 26, 2011, by the United States Patent and Trademark Office ("PTO"). A true and correct copy of the '148 Patent is attached to this complaint as Exhibit J. 29. The claims of the '148 Patent are valid and enforceable. 30. AMT is the owner, by assignment, of the '514 Patent, entitled "Messaging Protocol for Processing Messages with Attachments by Inserting into a Field of the Message a Unique Property of the Attaching Entity," which was issued to Jacob J. Lee on September 2, 2008, by the PTO. A true and correct copy of the '514 Patent is attached to this complaint as Exhibit K. 31. The claims of the '514 Patent are valid and enforceable. 32. RPost offers its customers a messaging service, called RPost Registered Email® service, that provides tracking, proof of content and delivery, time-stamping and receipt records for email messages sent using the RPost service. http://www.rpost.com/registered-email/feature-summary 33. As part of its Registered Email service, RPost offers a Digital Seal® that "add[s] the sender's hand scripted signature on the bottom of the outbound email and attached PDF documents." http://www.rpost.com/downloads/Datasheets/rpost 2012 service registered email _proof.pdf 34. As part of its Registered Email service, RPost offers its customers a messaging service, called RPost LargeMailTM service, that delivers large attachments with RPost's Registered Email® service.

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1	35. According to RPost's own description, the "Large Media File		
2	Auto-Play Option provides recipient choice to download large files (up to 200Mb)		
3	or play the media files from the RPost servers – automatically streaming content so		
4	the content is viewable on devices that might not have storage requirements to		
5	download the files." http://www.rpost.com/largemail		
6	36. RPost markets to potential customers in this judicial district.		
7	According to RPost's own description: "The Los Angeles County Bar Association		
8	has endorsed RPost's Registered Email® services and conducts educational and		
9	promotional campaigns to 70,000 attorney members and affiliates."		
10	http://www.rpost.com/industries/legal		
11	37. The systems and methods employed by RPost in providing its		
12	LargeMail Service infringe one or more claims of the '148 Patent, including claim		
13	1.		
14	38. Unless enjoined by this Court, RPost will continue to infringe		
15	the '148 Patent.		
16	39. The systems and methods employed by RPost in providing its		
17	Registered Email® Service infringe one or more claims of the '514 Patent,		
18	including claim 1.		
19	40. Unless enjoined by this Court, RPost will continue to infringe		
20	the '514 Patent.		
21	COUNT I		
22	CLAIM FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT		
23	('389 PATENT)		
24	41. j2 Cloud Services and j2 Canada incorporate by reference the		
25	allegations contained in paragraphs 1 through 40 above as though fully set forth		
26	herein.		
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42. The manufacture, use, offer for sale and/or sale in the United States of any of j2 Cloud Services or j2 Canada's products or services does not directly infringe any valid claim of the '389 Patent. 43. j2 Cloud Services and j2 Canada do not contribute to the infringement of, or induce others to infringe, any valid claim of the '389 Patent. An actual controversy exists between j2 Cloud Services and j2 Canada, on the one hand, and RPost Communications, on the other, as to whether the accused products or services infringe the '389 Patent. 45. Accordingly, j2 Cloud Services and j2 Canada seek and are entitled to a judgment against RPost Communications that j2 Cloud Services and j2 Canada do not infringe and have not infringed, directly or indirectly, contributorily or by inducement, the '389 Patent. **COUNT II** CLAIM FOR DECLARATORY JUDGMENT OF INVALIDITY ('389 PATENT) 46. j2 Cloud Services and j2 Canada incorporate by reference the allegations contained in paragraphs 1 through 45 above as though fully set forth herein. 47. The '389 Patent is invalid for failure to meet at least one of the conditions of patentability specified in Title 35 of the United States Code. No claim of the '389 Patent can be validly construed to cover any products imported, made, used, sold or offered for sale by j2 Cloud Services or j2 Canada and the alleged invention of the '389 Patent is taught by, and/or obvious in view of, the prior art. A Petition for Covered Business Method Patent Review dated October 16, 2013 was filed against the '389 Patent. 48. An actual controversy thus exists between j2 Cloud Services and j2 Canada, on the one hand, and RPost Communications, on the other, as to whether the '389 Patent is valid.

Accordingly, j2 Cloud Services and j2 Canada seek and are 1 49. 2 entitled to a judgment against RPost Communications that the '389 Patent is 3 invalid. **COUNT III** 4 5 CLAIM FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT ('104 PATENT) 6 j2 Cloud Services and j2 Canada incorporate by reference the 7 50. 8 allegations contained in paragraphs 1 through 49 above as though fully set forth 9 herein. 10 51. The manufacture, use, offer for sale and/or sale in the United 11 States of any of j2 Cloud Services or j2 Canada's products or services does not 12 directly infringe any valid claim of the '104 Patent. 13 j2 Cloud Services and j2 Canada do not contribute to the 52. 14 infringement of, or induce others to infringe, the '104 Patent. An actual controversy exists between j2 Cloud Services and j2 15 53. 16 Canada, on the one hand, and RPost Communications, on the other, as to whether 17 the accused products or services infringe the '104 Patent. 18 54. Accordingly, j2 Cloud Services and j2 Canada seek and are 19 entitled to a judgment against RPost Communications that j2 Cloud Services and j2 20 Canada do not infringe and have not infringed, directly or indirectly, contributorily 21 or by inducement, the '104 Patent. **COUNT IV** 22 23 CLAIM FOR DECLARATORY JUDGMENT OF INVALIDITY ('104 PATENT) 24 25 55. j2 Cloud Services and j2 Canada incorporate by reference the 26 allegations contained in paragraphs 1 through 54 above as though fully set forth 27 herein. 28

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1	56. The '104 Patent is invalid for failure to meet at least one of the		
2	conditions of patentability specified in Title 35 of the United States Code. No		
3	claim of the '104 Patent can be validly construed to cover any products imported,		
4	made, used, sold or offered for sale by j2 Cloud Services or j2 Canada and the		
5	alleged invention of the '104 Patent is taught by, and/or obvious in view of, the		
6	prior art. A Petition for Covered Business Method Patent Review dated January		
7	29, 2014 was filed against the '104 Patent.		
8	57. An actual controversy thus exists between j2 Cloud Services		
9	and j2 Canada, on the one hand, and RPost Communications, on the other, as to		
10	whether the '104 Patent is valid.		
11	58. Accordingly, j2 Cloud Services and j2 Canada seek and are		
12	entitled to a judgment against RPost Communications that the '104 Patent is		
13	invalid.		
14	<u>COUNT V</u>		
15	CLAIM FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT		
16	('198 PATENT)		
17	59. j2 Cloud Services and j2 Canada incorporate by reference the		
18	allegations contained in paragraphs 1 through 58 above as though fully set forth		
19	herein.		
20	60. The manufacture, use, offer for sale and/or sale in the United		
21	States of any of j2 Cloud Services or j2 Canada's products or services does not		
22	directly infringe any valid claim of the '198 Patent.		
23	61. j2 Cloud Services and j2 Canada do not contribute to the		
24	infringement of, or induce others to infringe, the '198 Patent.		
25	62. An actual controversy exists between j2 Cloud Services and j2		
26	Canada, on the one hand, and RPost Communications, on the other, as to whether		
27	the accused products or services infringe the '198 Patent.		
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Accordingly, j2 Cloud Services and j2 Canada seek and are 1 63. 2 entitled to a judgment against RPost Communications that j2 Cloud Services and j2 3 Canada do not infringe and have not infringed, directly or indirectly, contributorily 4 or by inducement, the '198 Patent. 5 **COUNT VI** CLAIM FOR DECLARATORY JUDGMENT OF INVALIDITY 6 7 ('198 PATENT) j2 Cloud Services and j2 Canada incorporate by reference the 8 64. allegations contained in paragraphs 1 through 63 above as though fully set forth 9 10 herein. The '198 Patent is invalid for failure to meet at least one of the 11 65. 12 conditions of patentability specified in Title 35 of the United States Code. No 13 claim of the '198 Patent can be validly construed to cover any products imported, 14 made, used, sold or offered for sale by j2 Cloud Services or j2 Canada and the alleged invention of the '198 Patent is taught by, and/or obvious in view of, the 15 16 prior art. 17 66. An actual controversy thus exists between j2 Cloud Services 18 and j2 Canada, on the one hand, and RPost Communications, on the other, as to 19 whether the '198 Patent is valid. 20 67. Accordingly, j2 Cloud Services and j2 Canada seek and are 21 entitled to a judgment against RPost Communications that the '198 Patent is 22 invalid. 23 **COUNT VII** CLAIM FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT 24 25 ('199 PATENT) j2 Cloud Services and j2 Canada incorporate by reference the 26 68. 27 allegations contained in paragraphs 1 through 67 above as though fully set forth 28 herein.

1 69. The manufacture, use, offer for sale and/or sale in the United 2 States of any of j2 Cloud Services or j2 Canada's products or services does not directly infringe any valid claim of the '199 Patent. 3 4 70. j2 Cloud Services and j2 Canada do not contribute to the 5 infringement of, or induce others to infringe, the '199 Patent. An actual controversy exists between j2 Cloud Services and j2 6 71. 7 Canada, on the one hand, and RPost Communications, on the other, as to whether 8 the accused products or services infringe the '199 Patent. 9 72. Accordingly, j2 Cloud Services and j2 Canada seek and are entitled to a judgment against RPost Communications that j2 Cloud Services and j2 10 11 Canada do not infringe and has not infringed, directly or indirectly, contributorily or by inducement, the '199 Patent. 12 13 COUNT VIII 14 CLAIM FOR DECLARATORY JUDGMENT OF INVALIDITY 15 ('199 PATENT) 73. 16 j2 Cloud Services and j2 Canada incorporate by reference the allegations contained in paragraphs 1 through 72 above as though fully set forth 17 18 herein. 74. The '199 Patent is invalid for failure to meet at least one of the 19 20 conditions of patentability specified in Title 35 of the United States Code. No 21 claim of the '199 Patent can be validly construed to cover any products imported, 22 made, used, sold or offered for sale by j2 Cloud Services or j2 Canada and the 23 alleged invention of the '199 Patent is taught by, and/or obvious in view of, the 24 prior art. A Petition for Inter Partes Review dated January 15, 2014 was filed 25 against the '199 Patent. 26 75. An actual controversy thus exists between j2 Cloud Services 27 and j2 Canada, on the one hand, and RPost Communications, on the other, as to 28 whether the '199 Patent is valid.

76. Accordingly, j2 Cloud Services and j2 Canada seek and are 1 2 entitled to a judgment against RPost Communications that the '199 Patent is 3 invalid. **COUNT IX** 4 5 CLAIM FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT (**'913 PATENT**) 6 j2 Cloud Services and j2 Canada incorporate by reference the 7 77. 8 allegations contained in paragraphs 1 through 76 above as though fully set forth 9 herein. 10 78. The manufacture, use, offer for sale and/or sale in the United 11 States of any of j2 Cloud Services or j2 Canada's products or services does not 12 directly infringe any valid claim of the '913 Patent. 13 j2 Cloud Services and j2 Canada do not contribute to the 79. 14 infringement of, or induce others to infringe, the '913 Patent. An actual controversy exists between j2 Cloud Services and j2 15 80. 16 Canada, on the one hand, and RPost Communications, on the other, as to whether 17 the accused products infringe the '913 Patent. 18 81. Accordingly, j2 Cloud Services and j2 Canada seek and are 19 entitled to a judgment against RPost Communications that j2 Cloud Services and j2 20 Canada do not infringe and has not infringed, directly or indirectly, contributorily 21 or by inducement, the '913 Patent. **COUNT X** 22 23 CLAIM FOR DECLARATORY JUDGMENT OF INVALIDITY ('913 PATENT) 24 25 82. j2 Cloud Services and j2 Canada incorporates by reference the 26 allegations contained in paragraphs 1 through 81 above as though fully set forth 27 herein. 28

1	83. The '913 Patent is invalid for failure to meet at least one of the		
2	conditions of patentability specified in Title 35 of the United States Code. No		
3	claim of the '913 Patent can be validly construed to cover any products imported,		
4	made, used, sold or offered for sale by j2 Cloud Services or j2 Canada and the		
5	alleged invention of the '913 Patent is taught by, and/or obvious in view of, the		
6	prior art. A Petition for Covered Business Method Patent Review dated October		
7	11, 2013 was filed against the '913 Patent.		
8	84. An actual controversy thus exists between j2 Cloud Services		
9	and j2 Canada, on the one hand, and RPost Communications, on the other, as to		
10	whether the '913 Patent is valid.		
11	85. Accordingly, j2 Cloud Services and j2 Canada seek and are		
12	entitled to a judgment against RPost Communications that the '913 Patent is		
13	invalid.		
14	COUNT XI		
15	CLAIM FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT		
16	('372 PATENT)		
17	86. j2 Cloud Services and j2 Canada incorporate by reference the		
18	allegations contained in paragraphs 1 through 85 above as though fully set forth		
19	herein.		
20	87. The manufacture, use, offer for sale and/or sale in the United		
21	States of any of j2 Cloud Services or j2 Canada's products or services does not		
22	directly infringe any valid claim of the '372 Patent.		
23	88. j2 Cloud Services and j2 Canada do not contribute to the		
24	infringement of, or induce others to infringe, the '372 Patent.		
25	89. An actual controversy exists between j2 Cloud Services and j2		
26	Canada, on the one hand, and RPost Communications, on the other, as to whether		
	Canada, on the one hand, and RPost Communications, on the other, as to whether		
27	Canada, on the one hand, and RPost Communications, on the other, as to whether the accused products infringe the '372 Patent.		

Accordingly, j2 Cloud Services and j2 Canada seek and are 1 90. 2 entitled to a judgment against RPost Communications that j2 Cloud Services and j2 3 Canada do not infringe and have not infringed, directly or indirectly, contributorily 4 or by inducement, the '372 Patent. 5 **COUNT XII** CLAIM FOR DECLARATORY JUDGMENT OF INVALIDITY 6 7 ('372 PATENT) j2 Cloud Services and j2 Canada incorporate by reference the 8 91. allegations contained in paragraphs 1 through 90 above as though fully set forth 9 10 herein. The '372 Patent is invalid for failure to meet at least one of the 11 92. conditions of patentability specified in Title 35 of the United States Code. No 12 13 claim of the '372 Patent can be validly construed to cover any products imported, 14 made, used, sold or offered for sale by j2 Cloud Services or j2 Canada and the alleged invention of the '372 Patent is taught by, and/or obvious in view of, the 15 16 prior art. A Petition for Inter Partes Review dated January 15, 2014 was filed 17 against the '372 Patent. 18 93. An actual controversy thus exists between j2 Cloud Services and j2 Canada, on the one hand, and RPost Communications, on the other, as to 19 20 whether the '372 Patent is valid. 21 94. Accordingly, j2 Cloud Services and j2 Canada seek and are 22 entitled to a judgment against RPost Communications that the '372 Patent is 23 invalid. 24 25 26 27 28

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COUNT XIII 1 2 CLAIM FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT 3 (**'845 PATENT**) j2 Cloud Services and j2 Canada incorporate by reference the 95. 4 5 allegations contained in paragraphs 1 through 94 above as though fully set forth herein. 6 7 96. The manufacture, use, offer for sale and/or sale in the United 8 States of any of j2 Cloud Services or j2 Canada's products or services does not 9 directly infringe any valid claim of the '845 Patent. 10 97. j2 Cloud Services and j2 Canada do not contribute to the 11 infringement of, or induce others to infringe, the '845 Patent. 12 98. An actual controversy exists between j2 Cloud Services and j2 13 Canada, on the one hand, and RPost Communications, on the other, as to whether 14 the accused products infringe the '845 Patent. 15 99. Accordingly, j2 Cloud Services and j2 Canada seek and are entitled to a judgment against RPost Communications that j2 Cloud Services and j2 16 17 Canada do not infringe and have not infringed, directly or indirectly, contributorily 18 or by inducement, the '845 Patent. 19 **COUNT XIV** 20 CLAIM FOR DECLARATORY JUDGMENT OF INVALIDITY 21 ('845 PATENT) 22 100. j2 Cloud Services and j2 Canada incorporate by reference the 23 allegations contained in paragraphs 1 through 99 above as though fully set forth 24 herein. 25 The '845 Patent is invalid for failure to meet at least one of the conditions of patentability specified in Title 35 of the United States Code. No 26 27 claim of the '845 Patent can be validly construed to cover any products imported, 28 made, used, sold or offered for sale by j2 Cloud Services or j2 Canada and the - 17 -

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alleged invention of the '845 Patent is taught by, and/or obvious in view of, the 1 2 prior art. 3 102. An actual controversy thus exists between j2 Cloud Services and j2 Canada, on the one hand, and RPost Communications, on the other, as to 4 5 whether the '845 Patent is valid. 103. Accordingly, j2 Cloud Services and j2 Canada seek and are 6 7 entitled to a judgment against RPost Communications that the '845 Patent is 8 invalid. **COUNT XV** 9 10 CLAIM FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT 11 (**'219 PATENT**) 104. j2 Cloud Services and j2 Canada incorporate by reference the 12 13 allegations contained in paragraphs 1 through 103 above as though fully set forth 14 herein. 15 105. The manufacture, use, offer for sale and/or sale in the United 16 States of any of j2 Cloud Services or j2 Canada's products or services does not 17 directly infringe any valid claim of the '219 Patent. 18 106. j2 Cloud Services and j2 Canada do not contribute to the 19 infringement of, or induce others to infringe, the '219 Patent. 107. An actual controversy exists between j2 Cloud Services and j2 20 21 Canada, on the one hand, and RMail, on the other, as to whether the accused products infringe the '219 Patent. 22 23 108. Accordingly, j2 Cloud Services and j2 Canada seek and are 24 entitled to a judgment against RMail that j2 Cloud Services and j2 Canada do not 25 infringe and have not infringed, directly or indirectly, contributorily or by inducement, the '219 Patent. 26 27 28

COUNT XVI 1 2 CLAIM FOR DECLARATORY JUDGMENT OF INVALIDITY 3 (**'219 PATENT**) 109. j2 Cloud Services and j2 Canada incorporate by reference the 4 5 allegations contained in paragraphs 1 through 108 above as though fully set forth herein. 6 110. The '219 Patent is invalid for failure to meet at least one of the 8 conditions of patentability specified in Title 35 of the United States Code. No 9 claim of the '219 Patent can be validly construed to cover any products imported, 10 made, used, sold or offered for sale by j2 Cloud Services or j2 Canada and the alleged invention of the '219 Patent is taught by, and/or obvious in view of, the 11 12 prior art. 13 111. An actual controversy thus exists between j2 Cloud Services 14 and j2 Canada, on the one hand, and RMail on the other, as to whether the '219 15 Patent is valid. 16 112. Accordingly, j2 Cloud Services and j2 Canada seek and are 17 entitled to a judgment against RMail that the '219 Patent is invalid. 18 **COUNT XVII** CLAIM FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT 19 20 ('706 PATENT) 113. j2 Cloud Services and j2 Canada incorporate by reference the 21 22 allegations contained in paragraphs 1 through 112 above as though fully set forth 23 herein. 24 The manufacture, use, offer for sale and/or sale in the United 25 States of any of j2 Cloud Services or j2 Canada's products or services does not directly infringe any valid claim of the '706 Patent. 26 27 115. j2 Cloud Services and j2 Canada do not contribute to the 28 infringement of, or induce others to infringe, the '706 Patent. - 19 -

1 116. An actual controversy exists between j2 Cloud Services and j2 2 Canada, on the one hand, and RPost Communications, on the other, as to whether 3 the accused products infringe the '706 Patent. 117. Accordingly, j2 Cloud Services and j2 Canada seek and are 4 5 entitled to a judgment against RPost Communications that j2 Cloud Services and j2 Canada do not infringe and have not infringed, directly or indirectly, contributorily 6 7 or by inducement, the '706 Patent. 8 **COUNT XVIII** 9 CLAIM FOR DECLARATORY JUDGMENT OF INVALIDITY ('706 PATENT) 10 11 118. j2 Cloud Services and j2 Canada incorporate by reference the allegations contained in paragraphs 1 through 117 above as though fully set forth 12 13 herein. 14 119. The '706 Patent is invalid for failure to meet at least one of the conditions of patentability specified in Title 35 of the United States Code. No 15 16 claim of the '706 Patent can be validly construed to cover any products imported, made, used, sold or offered for sale by j2 Cloud Services or j2 Canada and the 17 18 alleged invention of the '706 Patent is taught by, and/or obvious in view of, the 19 prior art. 20 120. An actual controversy thus exists between j2 Cloud Services 21 and j2 Canada, on the one hand, and RPost Communications, on the other, as to 22 whether the '706 Patent is valid. 23 121. Accordingly, j2 Cloud Services and j2 Canada seek and are 24 entitled to a judgment against RPost Communications that the '706 Patent is 25 invalid. 26 27 28

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COUNT XIX 1 2 CLAIM FOR PATENT INFRINGEMENT 3 UNDER 35 U.S.C. § 271 ('148 PATENT) 122. AMT incorporates by reference the allegations in paragraphs 1 4 5 through 121 of this complaint above as though fully set forth herein. 6 123. RPost has offered to sell and provide, has sold and provided, 7 and continues to offer to sell and provide and to sell and provide, in the United 8 States and in this District, products and services that infringe one or more claims of 9 the '148 Patent, including, but not limited to, Claim 1. 10 124. Unless enjoined by this Court, RPost will continue to infringe 11 the claims of the '148 Patent. 12 125. By reason of the foregoing, RPost has caused AMT damages in 13 the amount of at least a reasonable royalty for RPost's continued infringement of 14 the '148 Patent, to which AMT is entitled. 15 **COUNT XX** CLAIM FOR PATENT INFRINGEMENT 16 17 UNDER 35 U.S.C. § 271 ('514 PATENT) 18 126. AMT incorporates by reference the allegations in paragraphs 1 19 through 125 of this complaint. 20 127. RPost has offered to sell and provide, has sold and provided, 21 and continues to offer to sell and provide and to sell and provide, in the United 22 States and in this District, products and services that infringe one or more claims of 23 the '514 Patent, including, but not limited to, Claim 1. 24 128. Unless enjoined by this Court, RPost will continue to infringe 25 the claims of the '514 Patent. 129. By reason of the foregoing, RPost has caused AMT damages in 26 27 the amount of at least a reasonable royalty for RPost's continued infringement of 28 the '514 Patent, to which AMT is entitled.

1	PRAYER FOR RELIEF		
2	WHEREFORE, j2 Cloud Services, j2 Canada, and AMT demand		
3	judgment on their Complaint as follows:		
4	A. A declaration that j2 Cloud Services and j2 Canada do not		
5	infringe any RPost Communication or RMail Patent;		
6	B. A declaration that the RPost Communications and RMail		
7	Patents are invalid;		
8	C. A permanent injunction against RPost's continued infringement		
9	of the '148 Patent;		
10	D. A permanent injunction against RPost's continued infringement		
11	of the '514 Patent;		
12	E. An award of damages in an amount of not less than a		
13	reasonable royalty for RPost's infringement of the '148 Patent;		
14	F. An award of damages in an amount of not less than a		
15	reasonable royalty for RPost's infringement of the '514 Patent.		
16	G. An award of interest and costs;		
17	H. Such other and further relief as the Court deems proper.		
18	Dated: June 20, 2014 Respectfully submitted,		
19			
20	Frank I Benster		
21	Frank L. Bernstein (SBN 189504) Michelle N. McLeod (SBN 260844)		
22	KENYON & KENYON LLP 1801 Page Mill Road, Suite 210		
23	Palo Alto, California 94304-1216 (650) 384-4700		
24	(650) 384-4701 facsimile		
25	Attorneys for Plaintiffs j2 Global, Inc. (now j2 Cloud Services, Inc.),		
26	j2 Global Canada, Inc., and Advanced Messaging Technologies, Inc.		
27			
28	22		
	- 22 -		

1	DEMAND FOR	R TRIAL BY JURY
2	Plaintiffs j2 Global, Inc., j2 Global Canada, Inc., and Advanced	
3	Messaging Technologies, Inc. hereby de	emand a trial by jury.
4	D . 1 Y . 20 2014	.6.11
5		espectfully submitted,
6	4	Frank I Benster
7	F N	rank L. Bernstein (SBN 189504) Iichelle N. McLeod (SBN 260844)
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11		,
12	j_2^2	ttorneys for Plaintiffs j2 Global, Inc. now j2 Cloud Services, Inc.), ? Global Canada, Inc., and dvanced Messaging Technologies, Inc.
13	A	dvanced Messaging Technologies, Inc.
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