



1 Plaintiffs j2 Global, Inc. (“j2 Global”), j2 Global Canada, Inc. (“j2  
2 Canada”), and Advanced Messaging Technologies, Inc. (“AMT”) (collectively,  
3 “Plaintiffs”), for their Complaint against Defendants RPost Holdings, Inc. (“RPost  
4 Holdings”), RPost Communications, Ltd. (“RPost Communications”) (collectively  
5 “RPost”), and RMail Ltd. (“RMail”), hereby allege upon personal knowledge as to  
6 themselves and their conduct and upon information and belief as to all other  
7 matters, as follows:

8 **NATURE OF THE CASE**

9 1. This is an action for declaratory judgment of patent non-  
10 infringement and patent invalidity.

11 2. This also is an action for patent infringement.

12 3. As to the declaratory judgment portion of this action, j2 Global  
13 and j2 Canada allege as follows:

14 4. RPost Communications and RMail have asserted that j2 Global  
15 infringes the following patents:

16 a. U.S. Patent No. 8,209,389 (“the ’389 Patent”), assigned  
17 to RPost Communications and entitled “System and  
18 Method for Verifying Delivery and Integrity of  
19 Electronic Messages,” a copy of which is attached to this  
20 complaint as Exhibit A;

21 b. U.S. Patent No. 8,161,104 (“the ’104 Patent”), assigned  
22 to RPost Communications and entitled “System and  
23 Method for Verifying Delivery and Integrity of  
24 Electronic Messages,” a copy of which is attached to this  
25 complaint as Exhibit B;

26 c. U.S. Patent No. 8,468,198 (“the ’198 Patent”), assigned  
27 to RPost Communications and entitled “System and  
28 Method for Verifying Delivery and Integrity of

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- Electronic Messages,” a copy of which is attached to this complaint as Exhibit C;
- d. U.S. Patent No. 8,468,199 (“the ’199 Patent”), assigned 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 D;
  - e. U.S. Patent No. 8,224,913 (“the ’913 Patent”), assigned 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 E;
  - f. U.S. Patent No. 7,966,372 (“the ’372 Patent”), assigned 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 F;
  - g. U.S. Patent No. 8,275,845 (“the ’845 Patent”), assigned to RPost Communications and entitled “System and Method for Verified Contract Acceptance,” a copy of which is attached to this complaint as Exhibit G;
  - h. U.S. Patent No. 6,182,219 (“the ’219 Patent”), assigned to RMail and entitled “Apparatus and Method for Authenticating the Dispatch and Contents of Documents,” a copy of which is attached to this complaint as Exhibit H; and
  - i. U.S. Patent No. 8,484,706 (“the ’706 Patent”), assigned to RPost Communications and entitled “System for, and

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.

4 5. As to the patent infringement portion of this action, AMT  
5 alleges as follows:

6 6. AMT alleges that RPost infringes U.S. Patent No.  
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**

11 8. 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  
15 under 28 U.S.C. §§ 1331 and 1338(a), 1367, and 2201-02, because j2 Global and  
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  
20 patent laws of the United States, including Title 35 of the United States Code.  
21 Accordingly, this Court has subject matter jurisdiction over this action pursuant to  
22 28 U.S.C. §§ 1331 and 1338(a).

23 10. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and  
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.

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**PARTIES**

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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  
6 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,  
25 Bermuda.

26           16. On information and belief, Defendant RMail is an international  
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           23.    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.

7           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  
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1 Communications and RMail’s Patents by manufacturing and/or selling email  
2 marketing products.

3 **PATENT INFRINGEMENT**

4 28. AMT is the owner, by assignment, of the ’148 Patent, entitled  
5 “Systems and Method for Storing, Delivering, and Managing Messages,” which  
6 was issued to Charles Bobo II on April 26, 2011, by the United States Patent and  
7 Trademark Office (“PTO”). A true and correct copy of the ’148 Patent is attached  
8 to this complaint as Exhibit J.

9 29. The claims of the ’148 Patent are valid and enforceable.

10 30. AMT is the owner, by assignment, of the ’514 Patent, entitled  
11 “Messaging Protocol for Processing Messages with Attachments by Inserting into  
12 a Field of the Message a Unique Property of the Attaching Entity,” which was  
13 issued to Jacob J. Lee on September 2, 2008, by the PTO. A true and correct copy  
14 of the ’514 Patent is attached to this complaint as Exhibit K.

15 31. The claims of the ’514 Patent are valid and enforceable.

16 32. RPost offers its customers a messaging service, called RPost  
17 Registered Email® service, that provides tracking, proof of content and delivery,  
18 time-stamping and receipt records for email messages sent using the RPost service.  
19 <http://www.rpost.com/registered-email/feature-summary>

20 33. As part of its Registered Email service, RPost offers a Digital  
21 Seal® that “add[s] the sender’s hand scripted signature on the bottom of the  
22 outbound email and attached PDF documents.”  
23 [http://www.rpost.com/downloads/Datasheets/rpost\\_2012\\_service\\_registered\\_email](http://www.rpost.com/downloads/Datasheets/rpost_2012_service_registered_email)  
24 [\\_proof.pdf](#)

25 34. As part of its Registered Email service, RPost offers its  
26 customers a messaging service, called RPost LargeMail™ service, that delivers  
27 large attachments with RPost’s Registered Email® service.

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**COUNT XIII**

**CLAIM FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT  
(’845 PATENT)**

95. j2 Cloud Services and j2 Canada incorporate by reference the allegations contained in paragraphs 1 through 94 above as though fully set forth herein.

96. 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 ’845 Patent.

97. j2 Cloud Services and j2 Canada do not contribute to the infringement of, or induce others to infringe, the ’845 Patent.

98. 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 infringe the ’845 Patent.

99. 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 ’845 Patent.

**COUNT XIV**

**CLAIM FOR DECLARATORY JUDGMENT OF INVALIDITY  
(’845 PATENT)**

100. j2 Cloud Services and j2 Canada incorporate by reference the allegations contained in paragraphs 1 through 99 above as though fully set forth herein.

101. 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 claim of the ’845 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

1 alleged invention of the '845 Patent is taught by, and/or obvious in view of, the  
2 prior art.

3 102. An actual controversy thus exists between j2 Cloud Services  
4 and j2 Canada, on the one hand, and RPost Communications, on the other, as to  
5 whether the '845 Patent is valid.

6 103. Accordingly, j2 Cloud Services and j2 Canada seek and are  
7 entitled to a judgment against RPost Communications that the '845 Patent is  
8 invalid.

9 **COUNT XV**

10 **CLAIM FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT**  
11 **('219 PATENT)**

12 104. j2 Cloud Services and j2 Canada incorporate by reference the  
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.

20 107. An actual controversy exists between j2 Cloud Services and j2  
21 Canada, on the one hand, and RMail, on the other, as to whether the accused  
22 products infringe the '219 Patent.

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  
26 inducement, the '219 Patent.

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**COUNT XVI**

**CLAIM FOR DECLARATORY JUDGMENT OF INVALIDITY  
(’219 PATENT)**

109. j2 Cloud Services and j2 Canada incorporate by reference the allegations contained in paragraphs 1 through 108 above as though fully set forth herein.

110. The ’219 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 ’219 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 ’219 Patent is taught by, and/or obvious in view of, the prior art.

111. An actual controversy thus exists between j2 Cloud Services and j2 Canada, on the one hand, and RMail on the other, as to whether the ’219 Patent is valid.

112. Accordingly, j2 Cloud Services and j2 Canada seek and are entitled to a judgment against RMail that the ’219 Patent is invalid.

**COUNT XVII**

**CLAIM FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT  
(’706 PATENT)**

113. j2 Cloud Services and j2 Canada incorporate by reference the allegations contained in paragraphs 1 through 112 above as though fully set forth herein.

114. 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 ’706 Patent.

115. j2 Cloud Services and j2 Canada do not contribute to the infringement of, or induce others to infringe, the ’706 Patent.



**COUNT XIX**

**CLAIM FOR PATENT INFRINGEMENT**

**UNDER 35 U.S.C. § 271 ('148 PATENT)**

122. AMT incorporates by reference the allegations in paragraphs 1 through 121 of this complaint above as though fully set forth herein.

123. RPost has offered to sell and provide, has sold and provided, and continues to offer to sell and provide and to sell and provide, in the United States and in this District, products and services that infringe one or more claims of the '148 Patent, including, but not limited to, Claim 1.

124. Unless enjoined by this Court, RPost will continue to infringe the claims of the '148 Patent.

125. By reason of the foregoing, RPost has caused AMT damages in the amount of at least a reasonable royalty for RPost's continued infringement of the '148 Patent, to which AMT is entitled.

**COUNT XX**

**CLAIM FOR PATENT INFRINGEMENT**

**UNDER 35 U.S.C. § 271 ('514 PATENT)**

126. AMT incorporates by reference the allegations in paragraphs 1 through 125 of this complaint.

127. RPost has offered to sell and provide, has sold and provided, and continues to offer to sell and provide and to sell and provide, in the United States and in this District, products and services that infringe one or more claims of the '514 Patent, including, but not limited to, Claim 1.

128. Unless enjoined by this Court, RPost will continue to infringe the claims of the '514 Patent.

129. By reason of the foregoing, RPost has caused AMT damages in the amount of at least a reasonable royalty for RPost's continued infringement of the '514 Patent, to which AMT is entitled.

**PRAYER FOR RELIEF**

WHEREFORE, j2 Cloud Services, j2 Canada, and AMT demand judgment on their Complaint as follows:

A. A declaration that j2 Cloud Services and j2 Canada do not infringe any RPost Communication or RMail Patent;

B. A declaration that the RPost Communications and RMail Patents are invalid;

C. A permanent injunction against RPost’s continued infringement of the ’148 Patent;

D. A permanent injunction against RPost’s continued infringement of the ’514 Patent;

E. An award of damages in an amount of not less than a reasonable royalty for RPost’s infringement of the ’148 Patent;

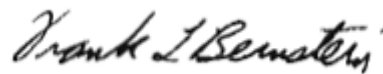
F. An award of damages in an amount of not less than a reasonable royalty for RPost’s infringement of the ’514 Patent.

G. An award of interest and costs;

H. Such other and further relief as the Court deems proper.

Dated: June 20, 2014

Respectfully submitted,



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Frank L. Bernstein (SBN 189504)  
Michelle N. McLeod (SBN 260844)  
KENYON & KENYON LLP  
1801 Page Mill Road, Suite 210  
Palo Alto, California 94304-1216  
(650) 384-4700  
(650) 384-4701 facsimile

*Attorneys for Plaintiffs j2 Global, Inc.  
(now j2 Cloud Services, Inc.),  
j2 Global Canada, Inc., and  
Advanced Messaging Technologies, Inc.*

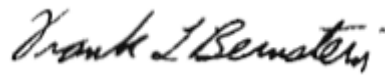
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**DEMAND FOR TRIAL BY JURY**

Plaintiffs j2 Global, Inc., j2 Global Canada, Inc., and Advanced Messaging Technologies, Inc. hereby demand a trial by jury.

Dated: June 20, 2014

Respectfully submitted,



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Frank L. Bernstein (SBN 189504)  
Michelle N. McLeod (SBN 260844)  
KENYON & KENYON LLP  
1801 Page Mill Road, Suite 210  
Palo Alto, California 94304-1216  
(650) 384-4700  
(650) 384-4701 facsimile

*Attorneys for Plaintiffs j2 Global, Inc.  
(now j2 Cloud Services, Inc.),  
j2 Global Canada, Inc., and  
Advanced Messaging Technologies, Inc.*