

3. Upon information and belief, USAA Investment Management Company is a corporation organized and existing under the laws of the State of Delaware, with a mailing address at P.O. Box 659453, San Antonio, Texas 78265. Upon information and belief USAA Investment Management Company may be served with process at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

4. Upon information and belief, USAA Financial Advisors, Inc. is a corporation organized and existing under the laws of the State of Delaware, with a mailing address at 9800 Fredericksburg Road, San Antonio, TX 78288. Upon information and belief USAA Financial Advisors, Inc. may be served with process at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

5. Upon information and belief, USAA Federal Savings Bank is an unincorporated reciprocal inter-insurance exchange, with a mailing address at 9800 Fredericksburg Road, San Antonio, TX 78288.

JURISDICTION AND VENUE

6. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§1331 and 1338(a) because the action arises under the Patent Laws of the United States, 35 U.S.C. §§ 1 *et seq.*

7. This Court has personal jurisdiction over Defendants by virtue of their systematic and continuous contacts with this jurisdiction, as alleged herein, as well as because of the injury to Anuwave, and the cause of action Anuwave has risen, as alleged herein.

8. Defendants are subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial business in this forum, including: (i) at least a portion of the infringements alleged herein; and

(ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Texas and in this judicial district.

9. Defendants have conducted and do conduct business within the state of Texas, including the geographic region within the Eastern District of Texas, directly or through intermediaries, resellers or agents, or offers for sale, sells, advertises (including through the use of interactive web pages with promotional material) products or services, or uses or induces others to use services or products in Texas, including this judicial district, that infringe the '862 patent.

10. Specifically, Defendants solicit business from and markets their services to consumers within Texas, including the geographic region within the Eastern District of Texas, by offering text banking services for said Texas consumers enabling them to communicate with other parties using said connection.

11. In addition to Defendants' continuously and systematically conducting business in Texas, the causes of action against Defendants are connected (but not limited) to Defendants' purposeful acts committed in the state of Texas, including the geographic region within the Eastern District of Texas, including Defendants' making, using, offering for sale, or selling text banking services which include features that fall within the scope of at least one claim of the '862 patent.

12. Venue lies in this judicial district pursuant to 28 U.S.C. §§1391 and 1400(b).

JOINDER

13. Defendants are properly joined under 35 U.S.C. §299(a)(1) because a right to relief is asserted against the parties jointly, severally, and in the alternative with respect to the

same transactions, occurrences, or series of transactions or occurrences relating to the making, using, importing into the United States, offering to sell, and/or selling the same accused products. Specifically, as alleged in detail below, Defendants are alleged to infringe the '862 patent with respect to the same products.

14. Defendants are properly joined under 35 U.S.C. §299(a)(2). Questions of fact will arise that are common to all defendants, including for example, whether Defendants' products have features that meet the features of one or more claims of the '862 patent, and what reasonable royalty will be adequate to compensate the owner of the '862 patent for their infringement.

15. Defendants use, make, sell, offer to sell and/or import products that, when used, infringe on the '862 patent.

16. At least one right to relief is asserted against these parties jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences relating to the making, using, importing into the United States, offering to sell, or selling of the same accused product and/or process.

FACTUAL ALLEGATIONS

17. On October 23, 2012, the United States Patent and Trademark Office ("USPTO") duly and legally issued the '862 patent, entitled "Method and system to enable communication through SMS communication channel" after a full and fair examination. (Exhibit A).

18. Anuwave is presently the owner of the patent, having received all right, title and interest in and to the '862 patent from the previous assignee of record. Anuwave possesses all rights of recovery under the '862 patent, including the exclusive right to recover for past infringement.

19. The '862 patent contains two independent claims and five dependent claims. Defendant commercializes, inter alia, methods that perform all the steps recited in at least one claim of the '862 Patent.

20. The invention claimed in the '862 patent comprises a method for enabling communication through SMS that lists all services at a terminal station available with an SMS gateway according to meta information found at the terminal station.

21. The method allows a user to type in a desired parameter not listed at the terminal station using a network aware application. When the request is submitted to the SMS gateway, the gateway issues a response.

DEFENDANT'S PRODUCTS

22. Defendants offer text banking services for individuals and businesses, such as "Mobile Text/SMS Banking" (the "Accused Instrumentality"), that enable communication through an SMS channel, whereby any of Defendant's customers can use their own SMS-enabled mobile device to quickly access basic account information using text commands.

23. The Accused Instrumentality lists all services at a terminal station available with an SMS gateway according to meta information found at the terminal station and allows a user to type in a desired parameter not listed at the terminal station using a network aware application. When the request is submitted to the SMS gateway, the gateway issues a response.

24. Thus, Defendants' use of the Accused Instrumentality, including the use by Defendants' customers and employees, is enabled by the process described in the '862 patent.

INFRINGEMENT OF THE '862 PATENT

25. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 to 23.

26. In violation of 35 U.S.C. § 271, Defendants are now, and have been directly and indirectly infringing the '862 patent.

27. Defendants have had knowledge of infringement of the '862 patent at least as of the service of the present complaint.

28. Defendants have directly infringed and continue to directly infringe at least claim 7 of the '862 patent by making, using, importing, offering for sale, and/or selling the Accused Instrumentality through its website without authority in the United States, and will continue to do so unless enjoined by this Court. As a direct and proximate result of Defendants' direct infringement of the '862 patent, Plaintiff has been and continues to be damaged.

29. Defendants have indirectly infringed and continue to indirectly infringe at least claim 7 of the '862 patent by actively inducing its respective customers, users, and/or licensees to directly infringe by using, selling, offering to sell and/or importing the Accused Instrumentality. Defendants engaged or will have engaged in such inducement having knowledge of the '862 patent. Furthermore, Defendants knew or should have known that their action would induce direct infringement by others and intended that its actions would induce direct infringement by others. For example, Defendants sell, offer for sale and advertise the Accused Instrumentality in Texas specifically intending that their customers buy and use said products. Furthermore, Defendants' customers' use of the Accused Instrumentality is facilitated by the use of the system described in the '862 patent. As a direct and proximate result of Defendants' indirect infringement by inducement of the '862 patent, Plaintiff has been and continues to be damaged.

30. Defendants have contributorily infringed and continue to contributorily infringe at least claim 7 of the '862 patent by selling and/or offering to sell the Accused Instrumentality,

whose infringing features are not a staple article of commerce and when used by a third-party, such as a customer, can only be used in a way that infringes the '862 patent. Defendants have done this with knowledge of the '862 patent and knowledge that the Accused Instrumentality constitutes a material part of the invention claimed in the '862 patent. Defendants engaged or will have engaged in such contributory infringement having knowledge of the '862 patent. As a direct and proximate result of Defendants' contributory infringement of the '862 patent, Plaintiff has been and continues to be damaged.

31. By engaging in the conduct described herein, Defendants have injured Anuwave and is thus liable for infringement of the '862 patent, pursuant to 35 U.S.C. § 271.

32. Defendants have committed these acts of infringement without license or authorization.

33. As a result of Defendants' infringement of the '862 patent, Anuwave has suffered monetary damages and is entitled to a monetary judgment in an amount adequate to compensate for Defendants' past infringement, together with interests and costs.

34. Anuwave will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court. As such, Anuwave is entitled to compensation for any continuing and/or future infringement up until the date that Defendants are finally and permanently enjoined from further infringement.

DEMAND FOR JURY TRIAL

35. Anuwave demands a trial by jury of any and all causes of action.

PRAYER FOR RELIEF

WHEREFORE, Anuwave prays for the following relief:

1. That Defendants be adjudged to have infringed the '862 patent, directly and/or indirectly, by way of inducement and/or contributory infringement, literally and/or under the doctrine of equivalents;

2. That Defendants, their officers, directors, agents, servants, employees, attorneys, affiliates, divisions, branches, parents, and those persons in active concert or participation with any of them, be permanently restrained and enjoined from directly and/or indirectly infringing the '862 patent;

3. An award of damages pursuant to 35 U.S.C. § 284 sufficient to compensate Anuwave for the Defendants' past infringement and any continuing or future infringement up until the date that Defendants are finally and permanently enjoined from further infringement, including compensatory damages;

4. An assessment of pre-judgment and post-judgment interest and costs against Defendants, together with an award of such interest and costs, in accordance with 35 U.S.C. §284;

5. That Defendants be directed to pay enhanced damages, including Anuwave's attorneys' fees incurred in connection with this lawsuit pursuant to 35 U.S.C. §285; and

6. That Anuwave have such other and further relief as this Court may deem just and proper.

Dated: November 30, 2015

Respectfully Submitted,

By:

/s/ Eugenio J. Torres-Oyola

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