

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

UNILOC USA, INC. AND UNILOC  
LUXEMBOURG, S.A.,

*Plaintiffs,*

v.

AUTODESK, INC.

*Defendant.*

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Civil Action No. 2:15-cv-01187-JRG-RSP

**JURY TRIAL DEMANDED**

**PLAINTIFF’S FIRST AMENDED COMPLAINT  
FOR PATENT INFRINGEMENT**

Plaintiff Uniloc USA, Inc. and Uniloc Luxembourg S.A. (together “Uniloc” or “Plaintiffs”) files this First Amended Complaint against Autodesk, Inc. (“Defendant”) for infringement of U.S. Patent No. 8,515,820 (“the ‘820 patent”) and U.S. Patent No. 7,783,523 (“the ‘523 patent”).

**THE PARTIES**

1. Plaintiff Uniloc USA, Inc. is a Texas corporation having a principal place of business at 7160 N. Dallas Parkway, Suite 380, Plano, TX 75024. Uniloc USA, Inc. also maintains a place of business in this District at 120 N. College Avenue, Suite 603, Tyler, Texas 75702.

2. Plaintiff Uniloc Luxembourg S.A. is a Luxembourg corporation having a principal place of business at 15, Rue Edward Steichen, Luxembourg L-2540.

3. Uniloc Luxembourg S.A. (collectively “Uniloc”) is the exclusive owner, and Uniloc USA, Inc. is the exclusive licensee, of the ‘820 patent and the ‘523 patent which disclose technology for use with computer-aided design (CAD) systems for architectural and engineering

construction plan drawings. The patented technology includes solutions for the rapid and automated creation of price schedules related to elements provided in a construction plan drawing. Uniloc's patented technologies enable users to easily and automatically modify the construction plan drawing and create a corresponding price entry in the price schedule corresponding to the construction plan drawing modification. Uniloc's technology is used in several markets, including engineering, construction, and manufacturing.

4. The '820 Patent entitled "AUTOMATED PRICING SYSTEM" is generally directed to the rapid and automated creation of a price schedule in support of preparation of construction plan drawings.

5. The '523 Patent entitled "AUTOMATED PRICING SYSTEM" is generally directed to the rapid and automated creation of a price schedule in support of preparation of construction plan drawings.

6. On information and belief, Autodesk, Inc. is incorporated under the laws of Delaware with its principal place of business at 111 McInnis Parkway, San Rafael, CA 94903. This Defendant may be served with process through its agent, National Registered Agents, Inc., 1999 Bryan St., Ste. 900, Dallas, TX 752013136. This Defendant does business in the State of Texas and in the Eastern District of Texas.

#### **JURISDICTION AND VENUE**

7. This action arises under the patent laws of the United States, namely Title 35 of the United States Code.

8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

9. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c), and 1400(b). On information and belief, Defendant is subject to personal jurisdiction in this

district, is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, has purposely transacted business in this judicial district, and/or has regular and established places of business in this judicial district.

10. On information and belief, Defendant is 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 State and judicial district, including: (A) at least part of their infringing activities alleged herein; and (B) regularly doing or soliciting business, engaging in other persistent conduct, and/or deriving substantial revenue from goods sold and services provided to Texas residents.

### **COUNT I**

(INFRINGEMENT OF U.S. PATENT NO. 8,515,820)

11. Uniloc incorporates paragraphs 1 through 10 herein by reference.

12. The '820 patent is valid, enforceable, and was duly and legally issued by the United States Patent and Trademark Office on August 20, 2013 after full and fair examination.

13. Uniloc is the owner of all rights, title, and interest in and to the '820 patent and has standing to bring this lawsuit for infringement of the '820 patent. A true and correct copy of the '820 patent is attached as Exhibit A.

14. On information and belief, Defendant owns and/or operates the website found at [www.autodesk.com](http://www.autodesk.com).

15. Defendant has and continues to directly and/or indirectly infringe (by inducing infringement and/or contributing to infringement) one or more claims of the '820 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1 - 20 by, among other things, making, using, offering for sale, selling and/or importing software and/or computer readable media, including, for example: Autodesk Inventor ETO, Autodesk

Navisworks Manage, Autodesk Navisworks Simulate, and Autodesk Fabrication ESTmep. This software and computer readable media are collectively referred to as the “Autodesk Software.”

16. Defendant directly infringes the '820 patent by making, using, offering for sale, selling and/or importing the Autodesk Software. Defendant is thereby liable for direct infringement. Additionally, Defendant is liable for indirect infringement of the '820 patent because Defendant induces and/or contributes to the direct infringement of the patent by its customers and other end users who use the Autodesk Software as intended on the end users' computer systems.

17. Defendant has had knowledge of the '820 patent, at least as early as service of this Complaint.

18. On information and belief, despite having knowledge of the '820 patent, Defendant has specifically intended and continues to specifically intend for persons who acquire and use the Autodesk Software, including Defendant's customers, to use such Autodesk Software in a manner that infringes the '820 patent, including at least claims 1 - 20. Defendant knew or should have known that its actions — including instructing customers and end users regarding use of the Autodesk Software — has and continues to actively induce infringement.

19. On information and belief, Defendant has known and know that their products accused of infringing (and/or components thereof) are a material part of the inventions of the '820 patent, and are not staple articles of commerce suitable for substantial non-infringing use.

20. Uniloc has been damaged as a result of Defendant's infringing conduct described in this Count. Defendant is, thus, liable to Uniloc in an amount that adequately compensate it for Defendant's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284 and attorney fees under 35 U.S.C. § 285.

**COUNT II**

(INFRINGEMENT OF U.S. PATENT NO. 7,783,523)

21. Uniloc incorporates paragraphs 1 through 20 herein by reference.

22. The '523 patent is valid, enforceable, and was duly and legally issued by the United States Patent and Trademark Office on August 24, 2010 after full and fair examination.

23. Uniloc is the owner of all rights, title, and interest in and to the '523 patent and has standing to bring this lawsuit for infringement of the '523 patent. A true and correct copy of the '523 patent is attached as Exhibit B.

24. Defendant has and continues to directly and/or indirectly infringe (by inducing infringement and/or contributing to infringement) one or more claims of the '523 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 45 – 52 by, among other things, making, using, offering for sale, selling and/or importing software and/or computer readable media, including, for example: Autodesk Inventor ETO, Autodesk Navisworks Manage, Autodesk Navisworks Simulate, and Autodesk Fabrication ESTmep. This software and computer readable media are collectively referred to as the “Autodesk Software.”

25. Defendant directly infringes the '523 patent by using the Autodesk Software. Defendant is thereby liable for direct infringement. Additionally, Defendant is liable for indirect infringement of the '523 patent because Defendant induces and/or contributes to the direct infringement of the patent by its customers and other end users who use the Autodesk Software as intended to practice the claimed methods.

26. Defendant has had knowledge and notice of the '523 patent and its infringement since at least September 13, 2010. For example, Gregory Arkin (“Mr. Arkin”) the president of CADD Centers of Florida—the oldest Autodesk reseller in the United States—who is an unrelated third party, notified Defendant’s Director of Business Development, Tony Aquilina

(“Mr. Aquilina”), of the patent portfolio that encompassed the ‘523 patent and its applicability to Defendant’s products. *See* Exhibit C. On August 19, 2011, Mr. Arkin had additional communications with Defendant’s president and chief information officer, Carl Bass (“Mr. Bass”), providing further notice to Defendant of the ‘523 patent, its technology, and the potential for infringement. On that date, Mr. Arkin provided Mr. Bass with a patent presentation—that specifically identified the ‘523 patent (*see* Exhibit E), the patent portfolio, and also provided detailed information on its technology—demonstrating the value of the acquisition and affording the Defendant the opportunity to own the rights to the patent portfolio. *See* Exhibit D. Specifically, Mr. Arkin stated that the main purpose of his email was “to bring to your attention a recently approved patent that can greatly benefit Autodesk.” Mr. Arkin further emphasized that he had previously “brought this to the attention of Tony Aquilina and a few other Autodesk personnel.” Mr. Arkin further warned Mr. Bass of the infringement on behalf of Autodesk.

27. In addition, the inventor specifically informed David Mills (“Mr. Mills”) that a patent had recently been awarded on the automated pricing technology. *See* Exhibit F. On March 16, 2008, Anthony Hauck, Defendant’s Project Manager, followed up Mr. Mill’s communication, to schedule a web meeting to further understand the products incorporating the inventor’s patented technology. *See* Exhibit F.

28. Defendant had notice regarding the ‘523 patent, as set forth above in Paragraph 26, since at least September 13, 2010. Notwithstanding these notices, Defendant has continued to infringe the ‘523 patent with full and complete knowledge of the ‘523 patent and its applicability to Defendant’s products. Despite Defendant’s knowledge that there was an objectively high likelihood that its actions constituted infringement of the ‘523 patent, Defendant continued without taking a license under the ‘523 patent and without a good faith belief that the ‘523 patent

was invalid or not infringed. Thus, Defendant's infringement of the '523 patent was, and continues to be, willful.

29. On information and belief, despite having knowledge of the '523 patent, Defendant has specifically intended and continues to specifically intend for persons who acquire and use the Autodesk Software, including Defendant's customers, to use such Autodesk Software in a manner that infringes the '523 patent, including at least claims 45 - 52. Defendant knew or should have known that its actions — including instructing customers and end users regarding use of the Autodesk Software — has and continues to actively induce infringement.

30. On information and belief, Defendant has known and know that their products accused of infringing (and/or components thereof) are a material part of the inventions of the '523 patent, and are not staple articles of commerce suitable for substantial non-infringing use.

31. Uniloc has been damaged as a result of Defendant's infringing conduct described in this Court. Defendant is, thus, liable to Uniloc in an amount that adequately compensate it for Defendant's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284 and attorney fees under 35 U.S.C. § 285.

### **JURY DEMAND**

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

### **PRAYER FOR RELIEF**

Uniloc requests that the Court find in its favor and against Defendant, and that the Court grant Uniloc the following relief:

- a. Judgment that one or more claims of the '820 and '523 patents have been infringed, either literally and/or under the doctrine of equivalents, by Defendant

and/or by others whose infringements have been induced by Defendant and/or by others to whose infringements Defendant has contributed;

- b. A permanent injunction enjoining Defendant, and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringing the '820 and '523 patents;
- c. Judgment that Defendant account for and pay to Uniloc all damages to and costs incurred by Uniloc because of Defendant's infringing activities and other conduct complained of herein;
- d. Judgment that Defendant account for and pay to Uniloc a reasonable, ongoing, post-judgment royalty because of Defendant's infringing activities and other conduct complained of herein;
- e. That Defendant's infringements relative to the '523 and/or '820 patents be found willful from the time that Defendant became aware of the infringing nature of its products, and that the Court award treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284 and attorney fees pursuant to 35 U.S.C. § 285;
- f. That Uniloc be granted pre-judgment and post-judgment interest on the damages caused by Defendant's infringing activities and other conduct complained of herein; and
- g. That Uniloc be granted such other and further relief as the Court may deem just and proper under the circumstances.



**Dated: March 4, 2016**

Respectfully submitted,

*/s/ Sanford E. Warren, Jr.* \_\_\_\_\_  
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*Attorneys for Plaintiffs Uniloc USA, Inc. and  
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**CERTIFICATE OF SERVICE**

The undersigned certifies that, on March 4, 2016, I electronically submitted the foregoing document with the clerk of court for the U.S. District Court, Eastern District of Texas, using the electronic case filing system of the court. I hereby certify that I have served all counsel and/or pro se parties of record electronically or by another manner authorized by Federal Rule of Civil Procedure 5(b)(2).

*/s/ Sanford E. Warren, Jr.*  
Sanford E. Warren, Jr.