

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

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	§	
UNILOC USA, INC., and	§	
UNILOC LUXEMBOURG, S.A.,	§	Civil Action No. 6:16-cv-224
	§	
Plaintiffs,	§	
	§	PATENT CASE
v.	§	
	§	
VIBER MEDIA S.à.r.l.,	§	
	§	JURY TRIAL DEMANDED
Defendant.	§	

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**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiffs, Uniloc USA, Inc., and Uniloc Luxembourg, S.A. (together “Uniloc”), as and for their complaint against defendant, Viber Media S.à.r.l (“Viber”), allege as follows:

**THE PARTIES**

1. Uniloc USA, Inc. (“Uniloc USA”) is a Texas corporation having a principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano Texas 75024. Uniloc also maintains a placed of business at 102 N. College, Suite 603, Tyler, Texas 75702.

2. Uniloc Luxembourg S.A. (“Uniloc Luxembourg”) is a Luxembourg public limited liability company having a principal place of business at 15, Rue Edward Steichen, 4<sup>th</sup> Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).

3. Uniloc Luxembourg owns a number of patents in the field of unified telecommunications. Uniloc’s technologies enable unified telecommunication clients to establish and use collaborative VoIP text, media, audio and video communication solutions.

Uniloc's technologies are used in several markets, including unified communications and business VoIP telephony.

4. Upon information and belief, Viber is a private limited Luxembourg company having a principal place of business at 2, Rue du Fosse, Luxembourg, Luxembourg L-1536, a domestic representative in the United States, Jeffrey Kimmel at 140 E. 45<sup>th</sup> St., 19<sup>th</sup> Fl., New York, New York 10017 and offers its accused messaging/phone call software to users in Texas and in the judicial Eastern District of Texas.

### **JURISDICTION AND VENUE**

5. Uniloc brings this action for patent infringement under the patent laws of the United States, 35 U.S.C. § 271 *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a) and 1367.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). Upon information and belief, Viber has committed acts of infringement in this judicial district and/or has purposely sought and transacted business involving the accused products/services in this judicial district.

7. Viber is subject to this Court's jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to its substantial business in this State and judicial district, including: (A) at least part of their past infringing activities, and (B) regularly doing or soliciting business, engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Texas.

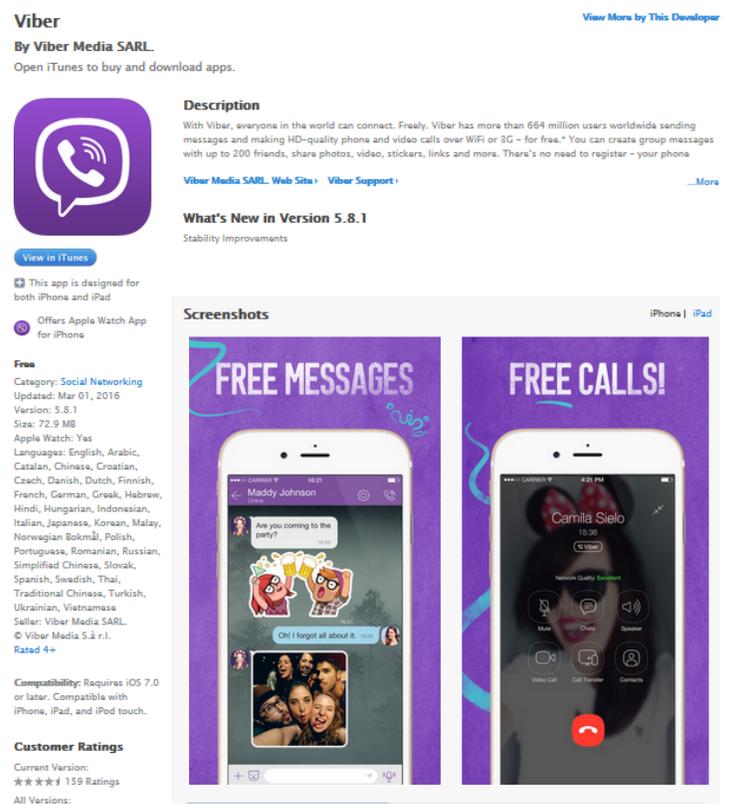
### **COUNT I** **(INFRINGEMENT OF U.S. PATENT NO. 8,571,194)**

8. Uniloc incorporates paragraphs 1-7 above by reference.

9. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 8,571,194 (“the ‘194 Patent”), entitled SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL that issued on October 29, 2013. A true and correct copy of the ‘194 Patent is attached as Exhibit A hereto.

10. Uniloc USA is the exclusive licensee of the ‘194 Patent with ownership of all substantial rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

11. Upon information and belief, the following describes, at least in part, Viber’s accused software application (“Viber App”):

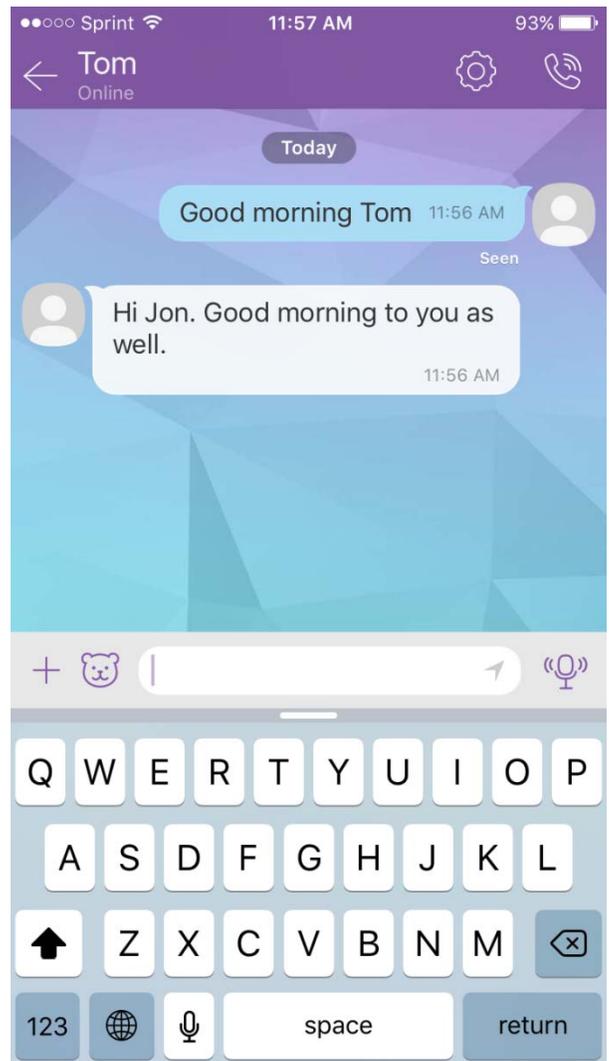
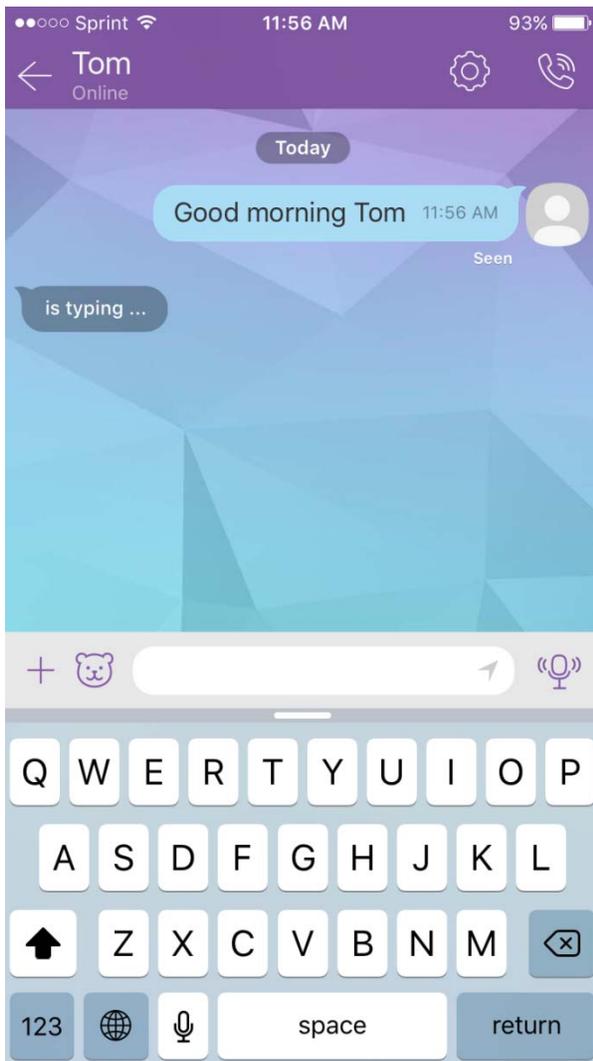


12. Upon information and belief, the following describes, at least in part, the Viber App:

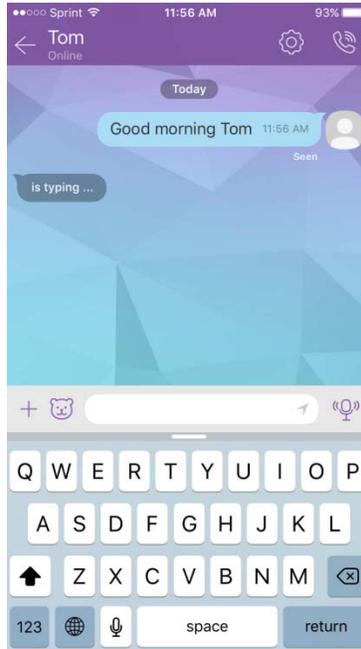
- Message your friends (texts can be up to 7,000 characters long)
- Make free phone and video calls with HD sound quality

- Share photos, videos, voice messages, locations, contact info, rich links, stickers and emoticons
  - Download static and animated stickers from the Sticker Market to make messaging fun!
- Create group messages with up to 200 participants; 'like' each other's messages; manage your group chats as an Admin, editing info and deleting participants
- Follow Public Chats – get on the inside with your favorite celebs, brands and personalities; watch their conversations unfold in real-time, 'like' comments, forward Public Chats messages and share multi-media content
  - Play games with Viber characters, Violet and Legcat; see how many coins you can earn
- Attach files – send messages with documents, presentations, archives and most other files via Viber

13. Upon information and belief, the following shows, at least in part, how the Viber App causes a mobile phone to display an exchange of messaging between two parties in an instant messaging session:



14. Upon information and belief, the following shows, at least in part, how the Viber App causes a mobile phone to display that another party is communicably connected to the instant messaging session:



15. Upon information and belief, the following shows, in the red box, how the Viber App causes a mobile phone to display a telephone symbol that is used, at least in part, for placing an outgoing voice call:



16. Upon information and belief, the following shows, in the red box, how the Viber App causes a mobile phone to display that an outgoing voice call has been placed:



17. Viber has directly infringed one or more claims of the '194 Patent in this judicial district and/or elsewhere in Texas, including at least claims 1, 3, 4 and 5, either literally or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling software that implements messaging/voice call technology including, without limitation, its messaging/voice call application.

18. Viber may have infringed the '194 Patent through other software utilizing the same or reasonably similar functionality as above, including other versions of the Viber App. Uniloc reserves the right to discover and pursue all such additional infringing software. For the avoidance of doubt, the Viber App is identified for exemplary purposes and in no way limits the discovery and infringement allegations against Viber concerning other versions and software that incorporates the same or reasonably similar messaging/voice call functionality.

19. In addition, should the Viber App be found to not literally infringe the asserted claims of the '194 Patent, the Viber App would nevertheless infringe the asserted claims of the '194 Patent. More specifically, the Viber App performs substantially the same function (contains instructions for implementing an instant message to voice call capability), in substantially the same way (comprising computer readable instructions contained or loaded into non-transitory memory), to yield substantially the same result (effecting an instant message to voice conference call). Viber would thus be liable for direct infringement under the doctrine of equivalents.

20. Viber has indirectly infringed and continues to indirectly infringe at least claims 1, 3, 4 and 5 of the '194 Patent in this judicial district and elsewhere in the United States by, among other things, actively inducing the using, offering for sale selling, and/or importation of at least the Viber App software. Viber's customers who use such the Viber App in accordance with Viber's instructions directly infringe one or more of the above identified claims of the '194 Patent in violation of 35 U.S.C § 271.

21. Viber instructs its customers in the use of the Viber App directly and indirectly through the Internet, demonstrations, training videos, brochures and administration, maintenance, installation and/or user guides, such as those located at the following:

<http://www.viber.com>

<https://www.itunes.apple.com/us/app/viber>

<http://www.viberdownload.com>

<https://play.google.com/store/apps/details?id=com.viber>

Viber is thereby liable for infringement of the '194 Patent pursuant to 35 U.S.C § 271(b).

22. Viber has indirectly infringed and continues to indirectly infringe at least claims 1, 3, 4 and 5 of the '194 Patent, by among other things, contributing to the direct infringement by others, including without limitation users of the Viber App, by making, using, offering to sell, or selling, in the United States, and/or importing a component of a patented machine, manufacture, or combination, or an apparatus for use in practicing a patent process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringement of the '194 Patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use.

23. For example, the Viber App software module that allows users to initiate a call from an instant message window is a component of a patented machine, manufacture, or combination, or an apparatus for use in practicing a patented process. Furthermore, such software module is a material part of the invention and upon information and belief is not a staple article or commodity of commerce suitable for substantial non-infringing use. Thus, Viber is liable for infringement pursuant to 35 U.S.C § 271(c).

24. Viber will have been on notice of the '194 Patent since, at the latest, the service of this complaint. By the time of trial, Viber will thus have known and intended (since receiving such notice), that its continued actions would actively induce and contribute to actual infringement of at least Claims 1, 3, 4 and 5 of the '194 Patent.

25. Viber has infringed the '194 Patent as set forth above in the United States during the pendency of the patent.

27. Uniloc has been damaged, reparably and irreparably, by Viber's infringement of the '194 Patent and such damage will continue unless and until Viber is enjoined.

**PRAYER FOR RELIEF**

Uniloc requests that the Court enter judgment against Viber as follows:

- (A) that Viber has infringed the '194 Patent;
- (B) awarding Uniloc its damages suffered as a result of Viber's infringement of the '194 Patent;
- (C) enjoining Viber, its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries and parents, and all others acting in concert or privity with it from infringing the '194 Patent;
- (D) awarding Uniloc its costs, attorneys' fees, expenses and interest, and
- (E) granting Uniloc such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Uniloc hereby demands trial by jury on all issues so triable pursuant to Fed. R. Civ. P. 38.

Dated: March 18, 2016

Respectfully submitted,

*/s/ Craig Tadlock*

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