

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

S3G TECHNOLOGY LLC,

Plaintiff,

v.

UNIKEY TECHNOLOGIES, INC.,

Defendant.

Case No. 6:16-CV-400

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff S3G Technology LLC (“S3G”) alleges as follows for its complaint against Defendant UniKey Technologies, Inc. (“UniKey”):

**JURISDICTION AND VENUE**

1. This is an action for patent infringement in violation of the Patent Act of the United States, 35 U.S.C. §§ 1 et seq.
2. This Court has original and exclusive subject matter jurisdiction over patent infringement claims for relief under 28 U.S.C. §§ 1331 and 1338(a).
3. The Court has personal jurisdiction over UniKey because UniKey has transacted and is transacting business in the Eastern District of Texas that includes, but is not limited to, the use, and promotion of the use of, products and systems that practice the subject matter claimed in the patents involved in this action.
4. Venue is proper in this district under 28 U.S.C. § 1391(b-c) and 1400(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District

where UniKey has done business and committed infringing acts and continues to do business and to commit infringing acts.

### **PARTIES**

5. S3G is a limited liability company organized under the laws of the State of California with its principal place of business in Foster City, California.

6. S3G is informed and believes, and on that basis alleges, that UniKey is a Florida corporation with its corporate headquarters and principal place of business at 111 West Jefferson Street #100, Orlando, Florida 32801. S3G is further informed and believes, and on that basis alleges, that UniKey derives a significant portion of its revenue from the promotion and/or sale of its products and services, and supporting system(s), server(s), and software, including at least its Kevo application for devices running the Android operating system, other UniKey applications for smartphones, and its eKeys or other supporting server(s) (“Accused Instrumentalities”).

7. S3G is informed and believes, and on that basis alleges, that, at all times relevant hereto, UniKey has conducted and continues to conduct business, including the manufacture, distribution, promotion, and/or sale of its products, in this Judicial District.

### **PATENTS**

8. United States Patent No. 9,081,897 (the “897 patent”) entitled “Modification of Terminal and Service Provider Machines Using an Update Server Machine” was duly and legally issued on July 14, 2015. A true and correct copy of the '897 patent is attached hereto as Exhibit “A” and incorporated herein by this reference. By assignment, S3G is now the assignee of the entire right, title and interest in and to the '897 patent, including all rights to enforce the '897 patent and to recover for infringement. The '897 patent is valid and in force.

9. United States Patent No. 8,572,571 (the “571 patent”) entitled “Modification of Terminal and Service Provider Machines Using an Update Server Machine” was duly and legally issued on October 29, 2013. A true and correct copy of the '571 patent is attached hereto as Exhibit “B” and incorporated herein by this reference. By a series of assignments, S3G is now the assignee of the entire right, title and interest in and to the '571 patent, including all rights to enforce the '571 patent and to recover for infringement. The '571 patent is valid and in force.

10. United States Patent No. 9,304,758 (the “758 patent”) entitled “Modification of Terminal and Service Provider Machines Using an Update Server Machine” was duly and legally issued on April 5, 2016. A true and correct copy of the '758 patent is attached hereto as Exhibit “C” and incorporated herein by this reference. By a series of assignments, S3G is now the assignee of the entire right, title and interest in and to the '758 patent, including all rights to enforce the '758 patent and to recover for infringement. The '758 patent is valid and in force.

### **FIRST CLAIM FOR RELIEF**

#### **Infringement of the '897 patent**

11. S3G refers to and incorporates herein by reference paragraphs 1-10.

12. UniKey, by the acts complained of herein, and by making, using, selling, offering for sale, and/or importing in the United States, including in the Eastern District of Texas, instrumentalities embodying the invention, has in the past, does now, and continues to infringe the '897 patent directly, contributorily and/or by inducement, literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

13. At least since the filing of this complaint, UniKey has had actual knowledge of the '897 patent.

14. On information and belief, UniKey has directly infringed one or more claims of the '897 patent by making, using, importing, supplying, selling, or offering for sale the Accused Instrumentalities. By doing so, UniKey has directly infringed at least claims 1 and 9 of the '897 patent. For example, claims 1 and 9 recite, among other limitations, "one or more update server machines comprising a processor and operable for sending a terminal dialogue module to a respective terminal machine and a provider dialogue module to a respective service provider machine to allow the terminal machine and the service provider machine to conduct a dialogue sequence with each other." Exhibit A at col. 16, ll. 19-24. Claim 9 further recites that "the service provider machine and a respective update server machine are the same machine." *Id.* at col. 17, ll. 18-20. By way of non-limiting example, UniKey directly infringes claims 1 and 9 at least by using supporting server(s) such as its eKeys server(s) to allow and conduct a dialogue sequence with a device running UniKey's Kevo or other applications. *See, e.g.*, <http://appleinsider.com/articles/13/10/30/review-kwiksets-bluetooth-enabled-kevo-deadbolt-lock> ("As a precautionary measure, UniKey, which handles the eKey servers, pushes out a constant delete message, so that any time the second device reconnects, its permissions will be invalidated."). On information and belief, UniKey's eKey servers are used in connection with its Kevo or other applications running on devices to manage eKeys for users.

15. On information and belief, UniKey has knowingly and actively induced the infringement of one or more of the '897 patent claims by, *inter alia*, marketing, promoting, and offering for use the Accused Instrumentalities, knowingly and intending that the use of such instrumentalities by UniKey customers and by users infringes the '897 patent. For example, UniKey intends to induce such infringement by, among other things, promoting users to download and run its mobile applications, including at least the Kevo application for devices

running the Android operating system, knowing that the use of the Kevo or other UniKey applications on a user's portable device or cell phone in connection with supporting systems such as UniKey's eKeys server(s) infringes one or more claims of the '897 patent. By way of further example, UniKey also intends to induce such infringement by, among other things, promoting or instructing its customers and users such as homeowners and property managers to access or use its eKey servers in connection with the Kevo or other UniKey applications and other supporting system(s) in order to provide keyless entry capabilities to residents or guests, knowing that the use of the Kevo or other UniKey applications and supporting system(s) infringes one or more claims of the '897 patent.

16. On information and belief, UniKey has contributed to the infringement of the '897 patent by, *inter alia*, marketing and promoting products and services. Defendant has used and promoted within the United States the Accused Instrumentalities, which are not staple articles or commodities of commerce suitable for substantial non-infringing use, and are known by UniKey to be especially made or especially adapted to the infringe the '897 patent. As a result, UniKey's Accused Instrumentalities have been used by its customers and by users to infringe the '897 patent. UniKey continues to engage in acts of contributory infringement of the '897 patent.

17. By reason of the acts of UniKey alleged herein, S3G has suffered damage in an amount to be proved at trial.

18. UniKey threatens to continue to engage in the acts complained of herein and, unless restrained and enjoined, will continue to do so, all to S3G's irreparable injury. It would be difficult to ascertain the amount of compensation that would afford S3G adequate relief for such

future and continuing acts and a multiplicity of judicial proceedings would be required. S3G does not have an adequate remedy at law to compensate it for the injuries threatened.

## **SECOND CLAIM FOR RELIEF**

### **Infringement of the '571 patent**

19. S3G refers to and incorporates herein by reference paragraphs 1-10.

20. UniKey, by the acts complained of herein, and by making, using, selling, offering for sale, and/or importing in the United States, including in the Eastern District of Texas, instrumentalities embodying the invention, has in the past, does now, and continues to infringe the '571 patent directly, contributorily and/or by inducement, literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

21. At least since the filing of this complaint, UniKey has had actual knowledge of the '571 patent.

22. On information and belief, UniKey has directly infringed one or more claims of the '571 patent by making, using, importing, supplying, selling, or offering for sale the Accused Instrumentalities. By doing so, UniKey has directly infringed at least claims 2 and 10 of the '571 patent. Claims 2 and 10 recite, among other limitations, “an update server machine comprising a processor and operable for sending a terminal dialogue module to the terminal machine and a provider dialogue module to the service provider machine to allow the terminal machine and the service provider machine to conduct a dialogue sequence with each other” Exhibit B at col. 16, ll. 59-64. Claim 10 further recites that “the service provider machine and a respective update server machine are the same machine.” *Id.* at col. 18, ll. 1-3. By way of non-limiting example, UniKey directly infringes claims 2 and 10 at least by using supporting server(s) such as its eKeys server(s) to allow and conduct a dialogue sequence with a device

running UniKey's Kevo or other applications. *See, e.g.,*

<http://appleinsider.com/articles/13/10/30/review-kwiksets-bluetooth-enabled-kevo-deadbolt-lock>

("As a precautionary measure, UniKey, which handles the eKey servers, pushes out a constant delete message, so that any time the second device reconnects, its permissions will be invalidated."). On information and belief, UniKey's eKey servers are used in connection with its Kevo or other applications running on devices to manage eKeys for users.

23. On information and belief, UniKey has knowingly and actively induced the infringement of one or more of the '571 patent claims by, *inter alia*, marketing, promoting, and offering for use the Accused Instrumentalities, knowingly and intending that the use of such instrumentalities by UniKey customers and by users infringes the '571 patent. For example, UniKey intends to induce such infringement by, among other things, promoting users to download and run its mobile applications, including at least the Kevo application for devices running the Android operating system, knowing that the use of the Kevo or other UniKey applications on a user's portable device or cell phone in connection with supporting systems such as UniKey's eKeys server(s) infringes one or more claims of the '571 patent. By way of further example, UniKey also intends to induce such infringement by, among other things, promoting or instructing its customers and users such as homeowners and property managers to access or use its eKey servers in connection with the Kevo or other UniKey applications and other supporting system(s) in order to provide keyless entry capabilities to residents or guests, knowing that the use of the Kevo or other UniKey applications and supporting system(s) infringes one or more claims of the '571 patent.

24. On information and belief, UniKey has contributed to the infringement of the '571 patent by, *inter alia*, marketing and promoting products and services. Defendant has used

and promoted within the United States the Accused Instrumentalities, which are not staple articles or commodities of commerce suitable for substantial non-infringing use, and are known by UniKey to be especially made or especially adapted to the infringe the '571 patent. As a result, UniKey's Accused Instrumentalities have been used by its customers and by users to infringe the '571 patent. UniKey continues to engage in acts of contributory infringement of the '571 patent.

25. By reason of the acts of UniKey alleged herein, S3G has suffered damage in an amount to be proved at trial.

26. UniKey threatens to continue to engage in the acts complained of herein and, unless restrained and enjoined, will continue to do so, all to S3G's irreparable injury. It would be difficult to ascertain the amount of compensation that would afford S3G adequate relief for such future and continuing acts, and a multiplicity of judicial proceedings would be required. S3G does not have an adequate remedy at law to compensate it for the injuries threatened.

### **THIRD CLAIM FOR RELIEF**

#### **Infringement of the '758 patent**

27. S3G refers to and incorporates herein by reference paragraphs 1-10.

28. UniKey, by the acts complained of herein, and by making, using, selling, offering for sale, and/or importing in the United States, including in the Eastern District of Texas, instrumentalities embodying the invention, has in the past, does now, and continues to infringe the '758 patent contributorily and/or by inducement, literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

29. At least since the filing of this complaint, UniKey has had actual knowledge of the '758 patent.



30. On information and belief, UniKey has knowingly and actively induced the infringement of one or more of the '758 patent claims by, *inter alia*, marketing, promoting, and offering for use the Accused Instrumentalities, knowingly and intending that the use of such instrumentalities by UniKey customers and by users infringes the '758 patent. For example, claim 1 of the '758 patent recites the steps of “displaying a first prompt on a terminal display of a terminal machine . . . ; accepting a first data entry at the terminal machine . . . ; communicating information from the terminal machine to the service provider machine . . . ; and receiving, at the terminal machine, a terminal dialogue module that replaces at least a portion of the first code to produce first updated code.” Exhibit C at col. 16, ll. 16-42. UniKey intends to induce and induces infringement of at least claim 1 by, among other things, promoting users to download and run its mobile applications, such as the Kevo application for devices running the Android operating system, knowing that the use of the Kevo or other UniKey applications on a user's portable device or cell phone in connection with supporting systems such as UniKey's eKeys server(s) infringes one or more claims of the '758 patent. By way of further example, UniKey also intends to induce such infringement by, among other things, promoting or instructing its customers and users such as homeowners and property managers to access or use its eKey servers in connection with the Kevo or other UniKey applications and other supporting system(s) in order to provide keyless entry capabilities to residents or guests, knowing that the use of the Kevo or other UniKey applications and supporting system(s) infringes one or more claims of the '758 patent. On information and belief, UniKey's eKey servers are used in connection with its Kevo or other applications running on devices to manage eKeys for users.

31. On information and belief, UniKey has contributed to the infringement of the '758 patent by, *inter alia*, marketing and promoting products and services. Defendant has used

and promoted within the United States the Accused Instrumentalities, which are not staple articles or commodities of commerce suitable for substantial non-infringing use, and are known by UniKey to be especially made or especially adapted to the infringe the '758 patent. As a result, UniKey's Accused Instrumentalities have been used by its customers and by users to infringe the '758 patent. UniKey continues to engage in acts of contributory infringement of the '758 patent.

32. By reason of the acts of UniKey alleged herein, S3G has suffered damage in an amount to be proved at trial.

33. UniKey threatens to continue to engage in the acts complained of herein and, unless restrained and enjoined, will continue to do so, all to S3G's irreparable injury. It would be difficult to ascertain the amount of compensation that would afford S3G adequate relief for such future and continuing acts, and a multiplicity of judicial proceedings would be required. S3G does not have an adequate remedy at law to compensate it for the injuries threatened.

#### **JURY DEMAND**

34. S3G demands a jury trial on all issues so triable.

#### **PRAYER FOR RELIEF**

WHEREFORE, S3G prays for relief as follows:

- A. For an order finding that the '897, '571, and '758 patents are valid and enforceable;
- B. For an order finding that UniKey has infringed the '897, '571, and '758 patents directly, contributorily and/or by inducement, in violation of 35 U.S.C. § 271;
- C. For an order temporarily, preliminarily and permanently enjoining UniKey, its officers, directors, agents, servants, affiliates, employees, subsidiaries, divisions, branches,

parents, attorneys, representatives, privies, and all others acting in concert or participation with any of them, from infringing the '897, '571, and '758 patents directly, contributorily and/or by inducement, in violation of 35 U.S.C. § 271;

D. For an order directing UniKey to file with the Court, and serve upon S3G's counsel, within thirty (30) days after entry of the order of injunction, a report setting forth the manner and form in which it has complied with the injunction;

E. For an order awarding S3G general and/or specific damages adequate to compensate S3G for the infringement by UniKey, including a reasonable royalty and/or lost profits, in amounts to be fixed by the Court in accordance with proof, including enhanced and/or exemplary damages, as appropriate, as well as all of the profits or gains of any kind made by UniKey from its acts of patent infringement;

F. For an order awarding S3G pre-judgment interest and post-judgment interest at the maximum rate allowed by law;

G. For an order requiring an accounting of the damages to which S3G is found to be entitled;

H. For an order declaring this to be an exceptional case pursuant to 35 U.S.C. § 285 and awarding S3G its attorneys' fees;

I. For an order awarding S3G its costs of court; and

J. For an order awarding S3G such other and further relief as the Court deems just and proper.

DATED: May 6, 2016

Respectfully Submitted,

By: /s/ Charles Ainsworth

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