

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

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

Plaintiffs,

v.

GOOGLE, INC.,

Defendant.

Civil Action No. 2:16-cv-566

Jury Trial Demanded

**ORIGINAL COMPLAINT
FOR PATENT INFRINGEMENT**

Plaintiffs, Uniloc USA, Inc. and Uniloc Luxembourg, S.A. (together “Uniloc”), as and for their complaint against defendant, Google, Inc. (“Defendant”), 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 place 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, 4th Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).

3. Uniloc Luxembourg owns a number of patents in the field of conference calling and messaging.

4. Upon information and belief, Defendant is a Delaware corporation having a principal place of business in Mountain View, California and offers its products, including those accused herein of infringement, to customers and/or potential customers located in Texas and in

the judicial Eastern District of Texas. Defendant may be served with process through its registered agent: Corporation Service Company, 2711 Centerville Road, Ste. 400, Wilmington, DE 19808.

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, Defendant is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, and/or has purposely transacted business involving the accused products in this judicial district, including sales to one or more customers in Texas.

7. Defendant 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 its past infringing activities, (B) regularly doing or soliciting business in Texas and/or (C) engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Texas.

PATENTS-IN-SUIT

8. U.S. Patent No. 8,571,194 ("the '194 Patent"), entitled SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL issued on October 29, 2013. A true and correct copy of the '194 Patent is attached as Exhibit A hereto.

9. U.S. Patent No. 7,804,948 ("the '948 Patent"), entitled SYSTEM AND METHOD

FOR INITIATING A CONFERENCE CALL issued on September 28, 2010. A true and correct copy of the '948 Patent is attached as Exhibit B hereto.

10. U.S. Patent No. 7,853,000 ("the '000 Patent"), entitled SYSTEM AND METHOD FOR INITIATING A CONFERENCE CALL" issued on December 14, 2010. A true and correct copy of the '000 Patent is attached as Exhibit C hereto. The '194 Patent, the '948 Patent, and the '000 Patent are collectively referred to as the "Patents-in-Suit."

11. The Patent-in-Suit are part of patent family that has been referenced by hundreds of other patent applications including patents applications by Microsoft Corporation; Yahoo! Inc.; Cisco Technology, Inc.; Sprint Communications Company L.P.; Research In Motion Limited; International Business Machines Corporation; AT&T Intellectual Property I, L.P.; Qualcomm Incorporated; Verizon Patent And Licensing Inc.; T-Mobile USA, Inc.; LG Electronics Inc.; Huawei Technologies Co., Ltd.; and Telefonaktiebolaget L M Ericsson.

COUNT I

(INFRINGEMENT OF U.S. PATENT NO. 8,571,194)

12. Uniloc incorporates the preceding paragraphs herein by reference.

13. Uniloc Luxembourg is the owner, by assignment, of the '194 Patent.

14. 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.

15. Google has marketed and currently markets a voice and messaging application under the name "Hangouts," which is presently accessible through the URL, hangouts.google.com and Gmail, and can also be downloaded from the Google Play Store.

16. Upon information and belief, Hangouts is preinstalled on most devices running the Google Android operating system and can't be uninstalled.

Hangouts is preinstalled on most Android devices, and can't be uninstalled. If you don't want to use Hangouts, you can sign out and use other apps for messaging.

Source:

<https://support.google.com/hangouts/answer/6085452?co=GENIE.Platform%3DAndroid&hl=en>

17. Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:

Video calls make Hangouts more fun

Turn one-on-one or group conversations into live face-to-face video calls with up to 10 people at once. Catch up with friends and family even when you're on the go, all for free. Friends will receive your video call invitations no matter what device they're using at the moment and you can even add more people to ongoing video calls right from a mobile device.



Source: <https://www.google.com/mobile/hangouts/>

18. Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:

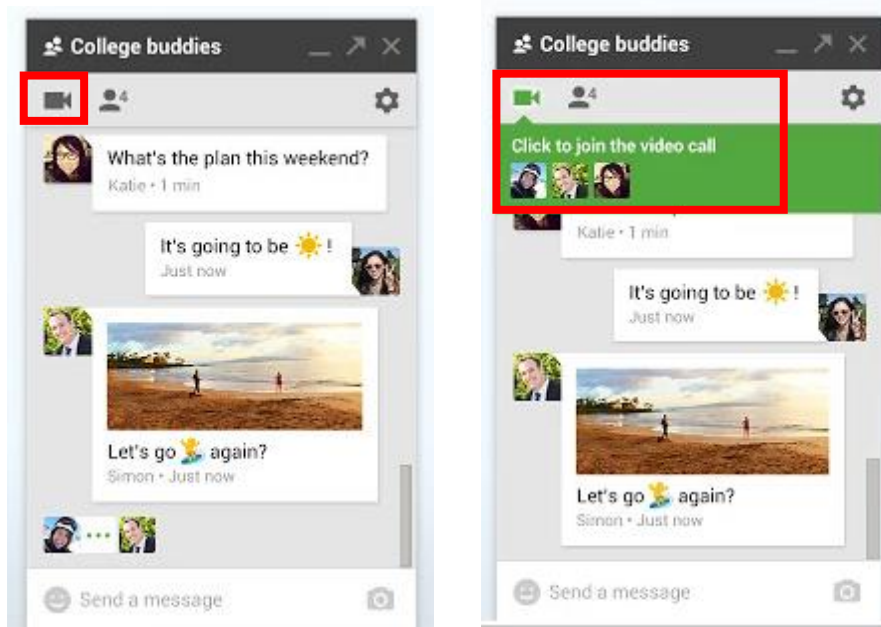


All your friends can use Hangouts

Don't worry about what kinds of computers and phones your friends use. Hangouts work on Chrome across computers and on Android phones and tablets, iPhone, iPad and iPod Touch. So you can connect with everyone, and no one gets left out.

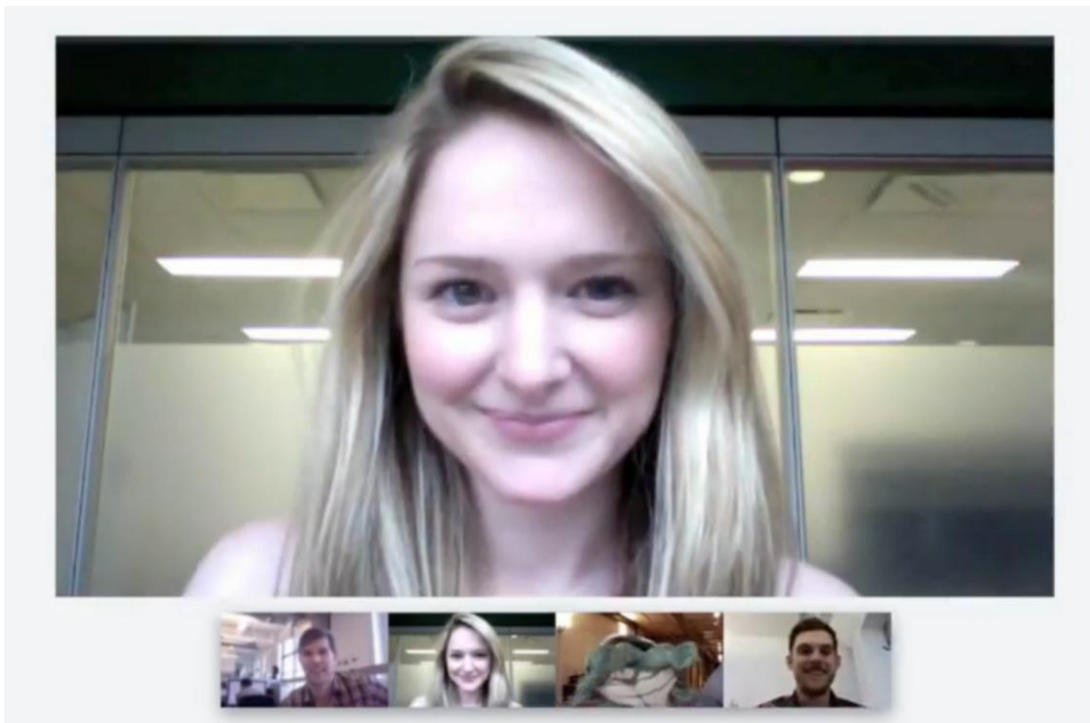
Source: <https://www.google.com/mobile/hangouts/>

19. Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:



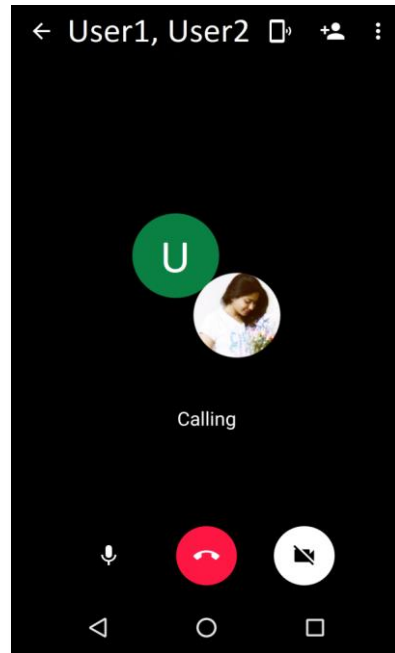
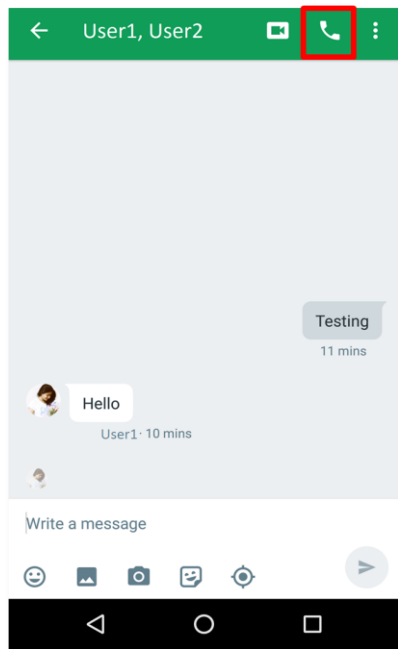
Source: <https://chrome.google.com/webstore/detail/google-hangouts/nckgahadagoajjgafhacjanaoiihapd>

20. Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:



Source: <http://www.seanshadmand.com/2013/02/06/google-hangouts-finally-work/>

21. Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works: Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:



22. Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:

Conversations that come to life

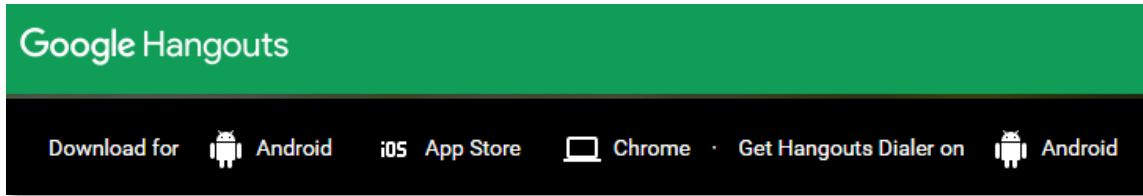
- Group conversations are better than ever. Send photos or emoji, see when people are engaged in the Hangout and message friends anytime, even if they're not connected right now.
- Video calls make Hangouts more fun. Turn any conversation into a video call with up to 10 friends.
- All your friends can use Hangouts. Hangouts works on computers, Android and Apple devices, so you can connect with everyone.

More Hangouts awesomeness:
-- Use Hangouts as you move from tab to tab in Chrome, or even without a Chrome

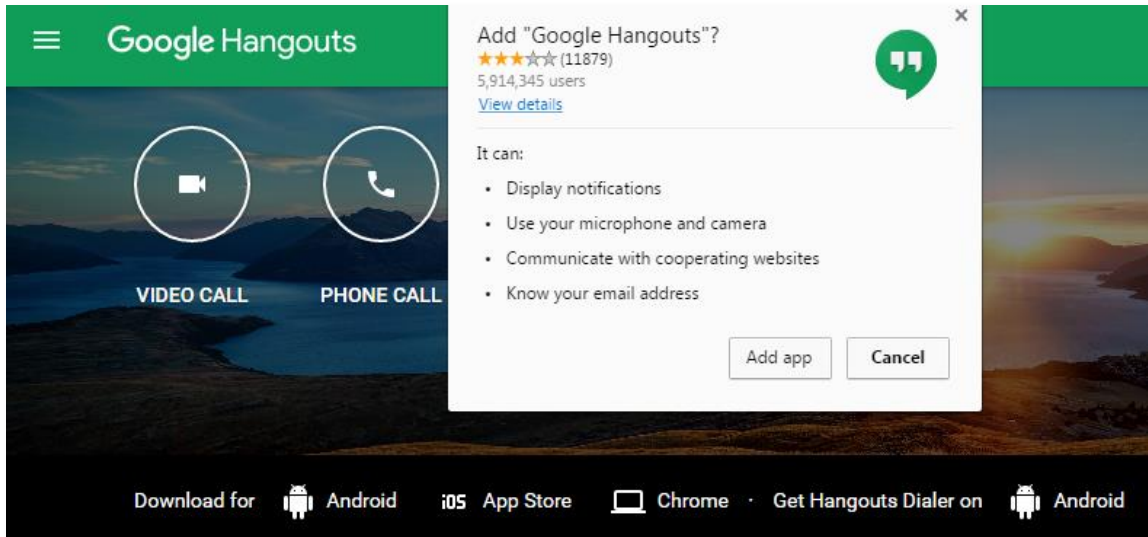
[Website](#)
[Report Abuse](#)

Source: <https://chrome.google.com/webstore/detail/google-hangouts/nckgahadagoaajgafhacjanaoiihapd>

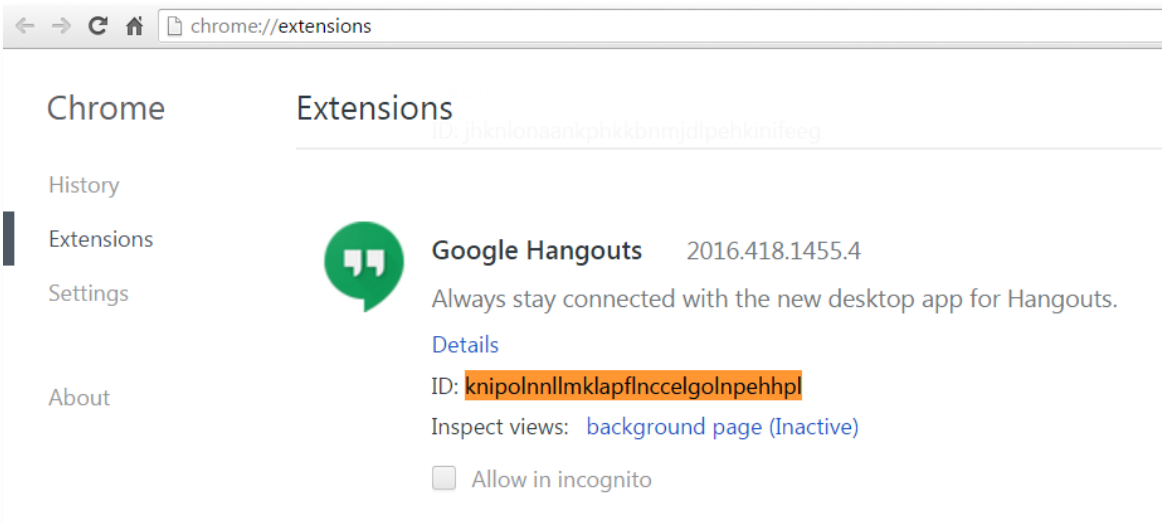
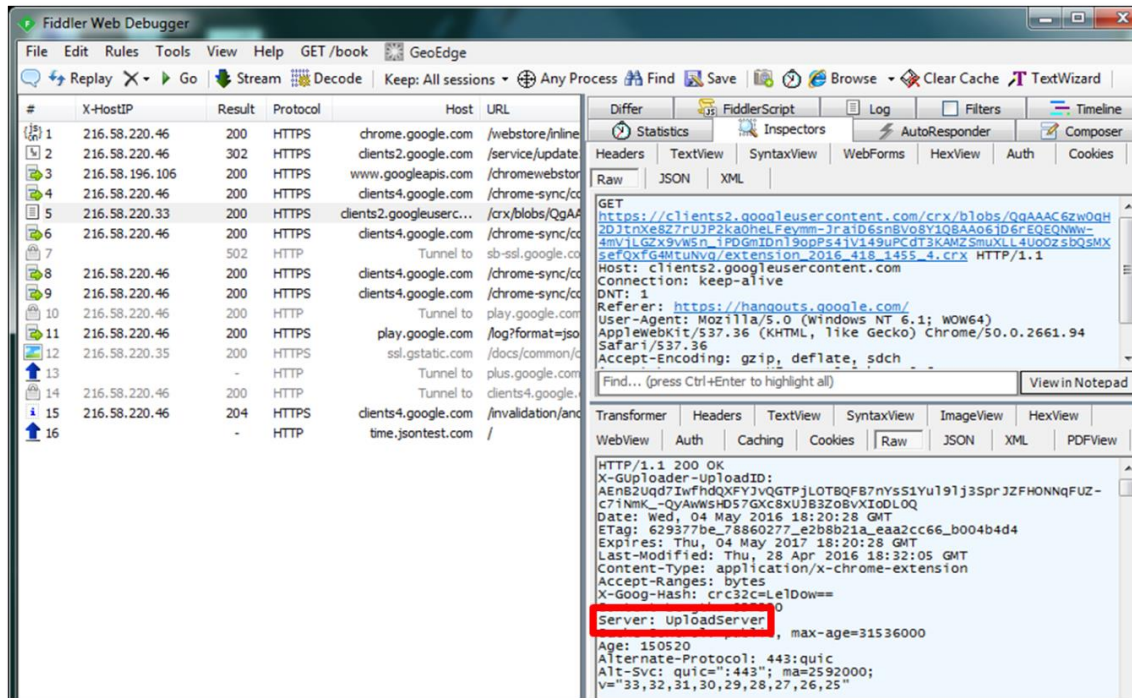
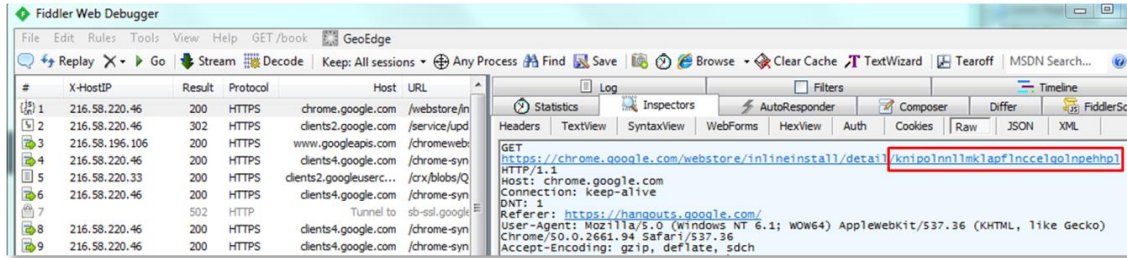
23. Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:

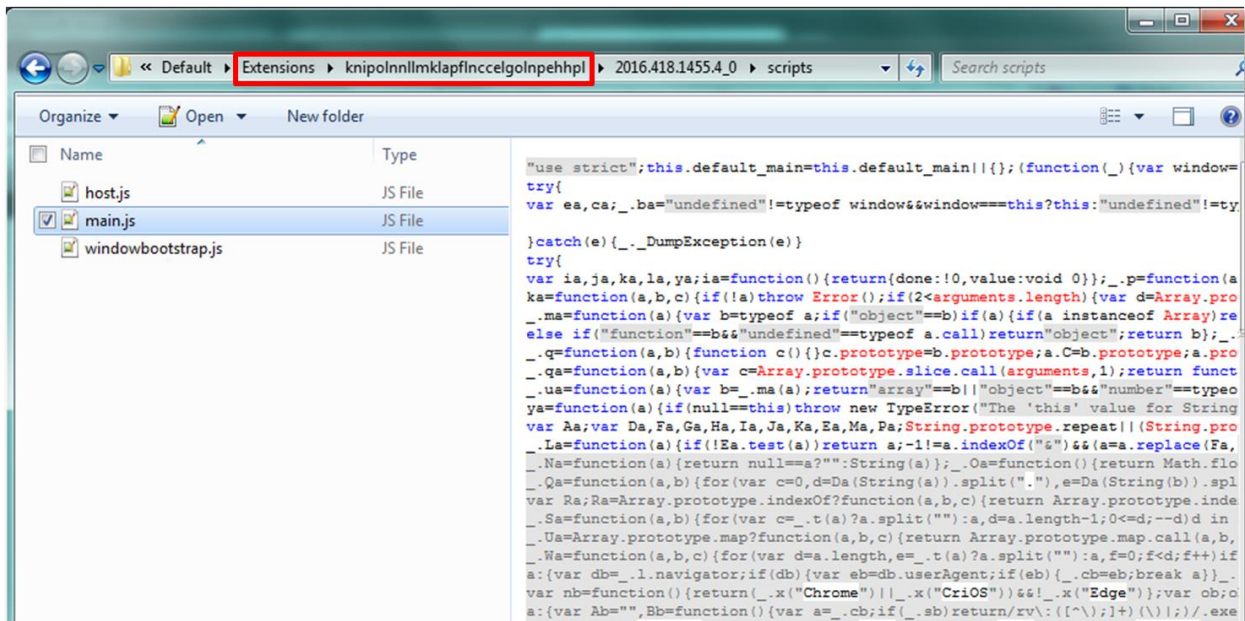
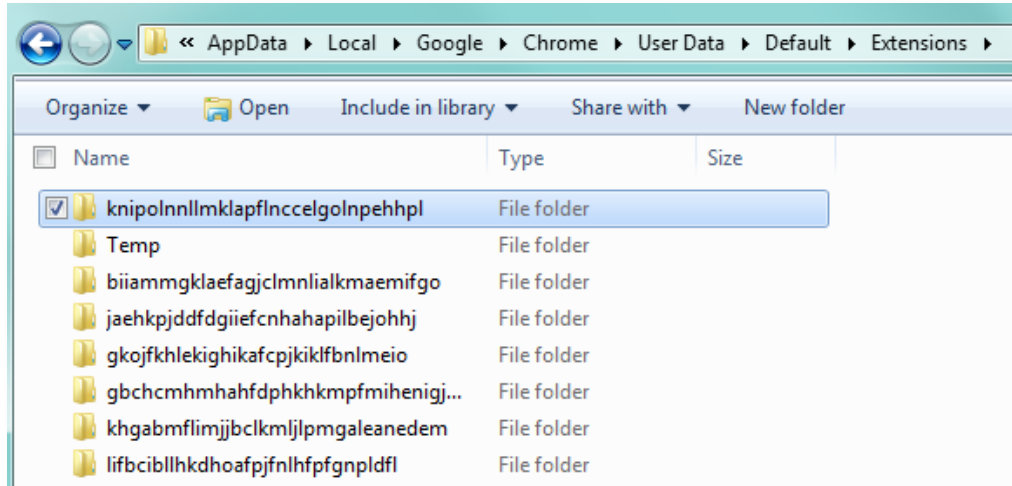


24. Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:

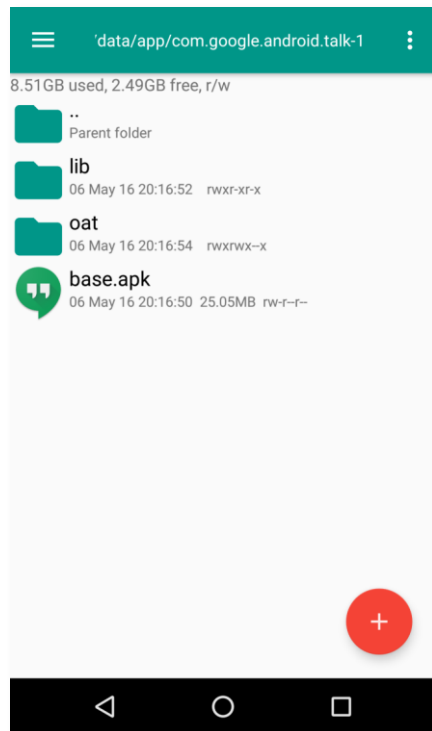
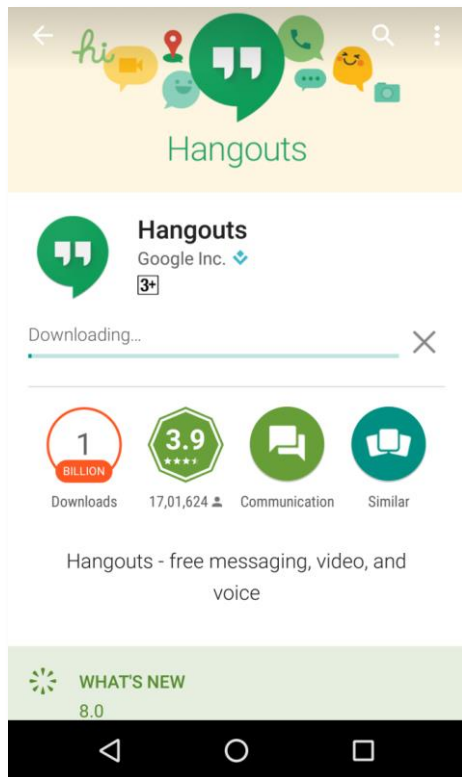


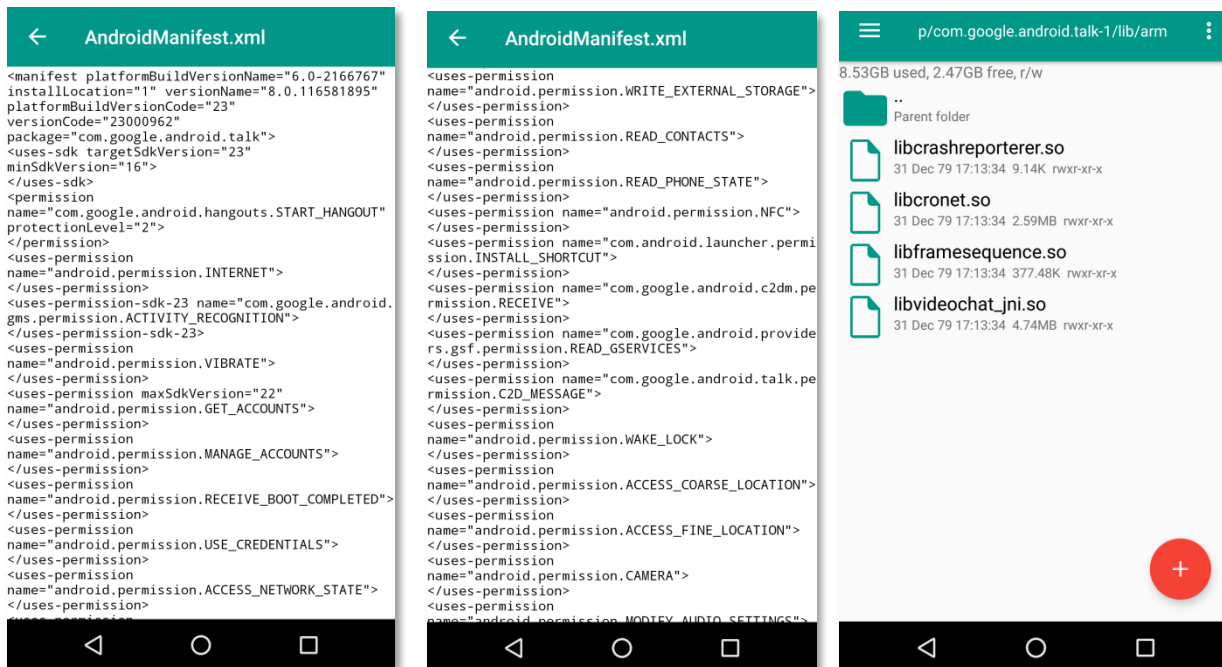
25. Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:



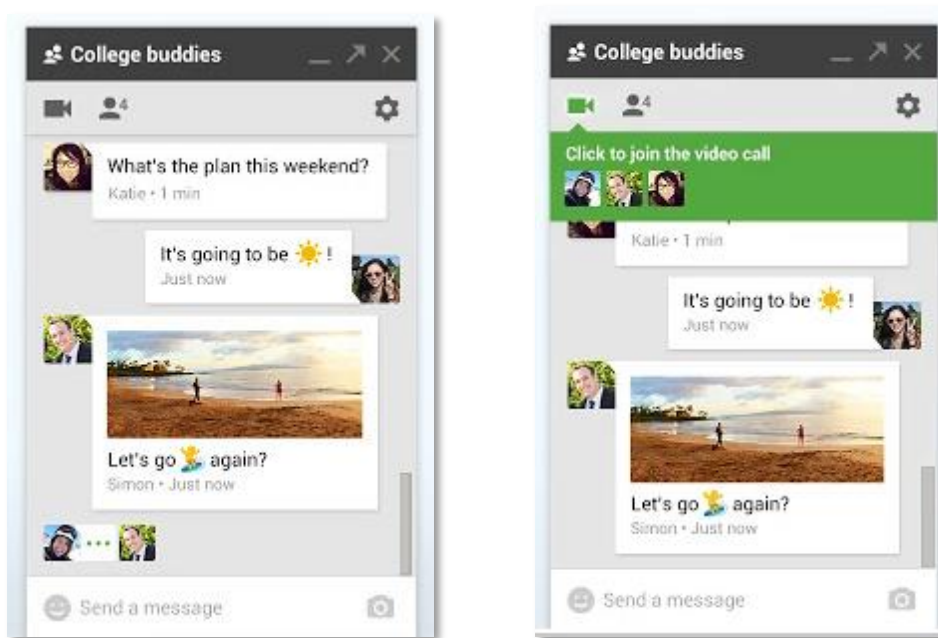


26. Upon information and belief, the following describes, at least in part, how Defendant’s voice and messaging application works:

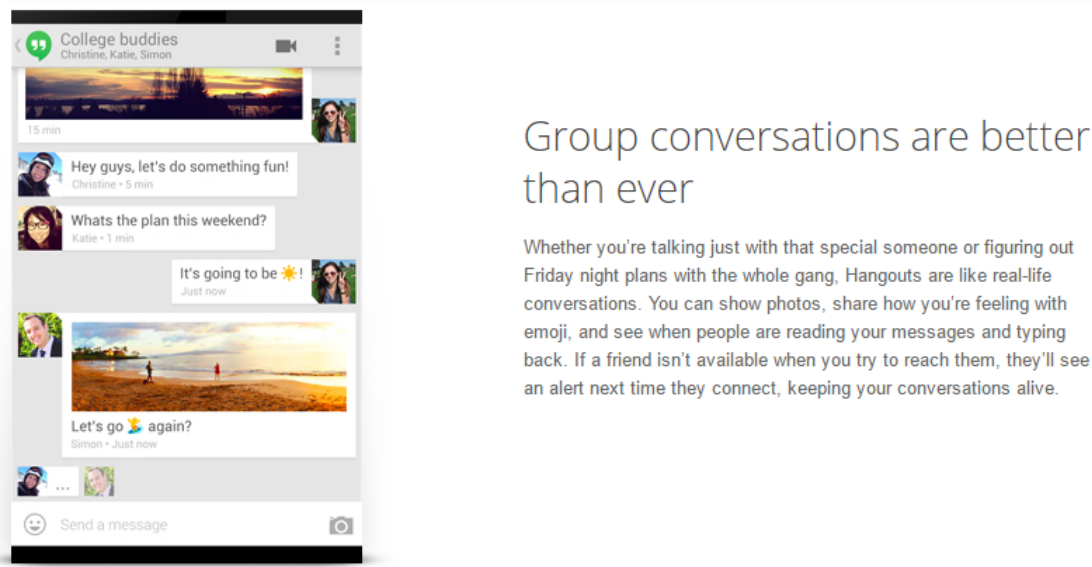




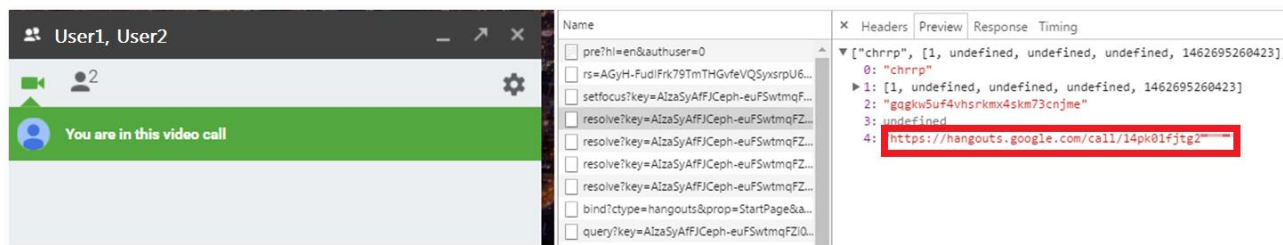
27. Upon information and belief, the following describes, at least in part, how Defendant’s voice and messaging application works:

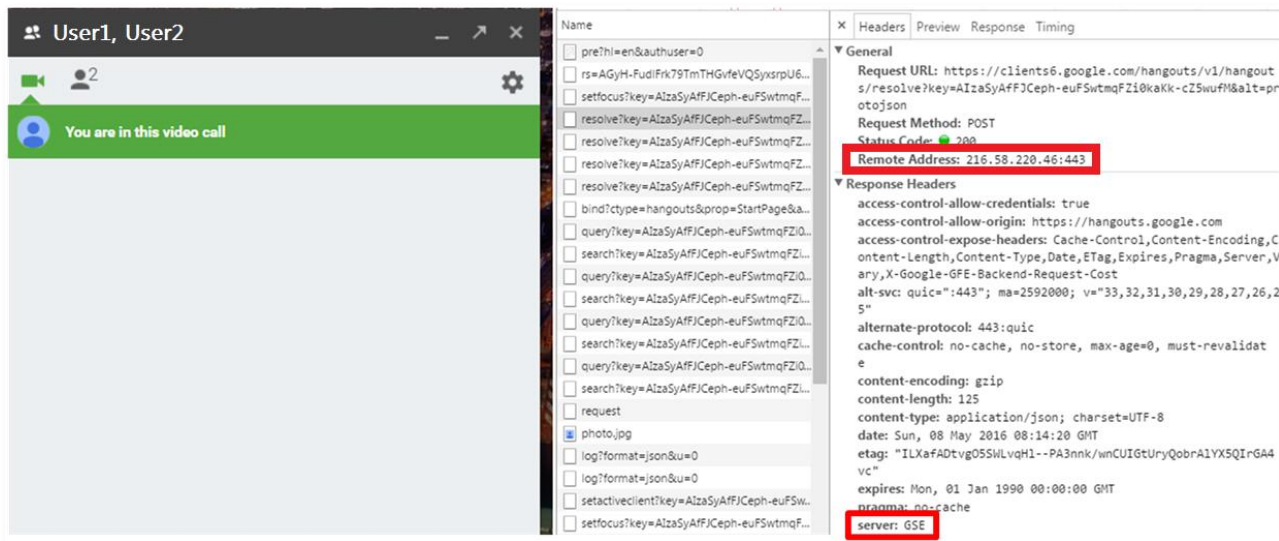


28. Upon information and belief, the following describes, at least in part, how Defendant’s voice and messaging application works:

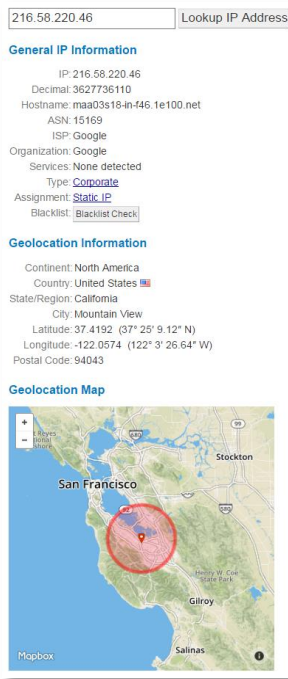


29. Upon information and belief, the following describes, at least in part, how Defendant’s voice and messaging application works:

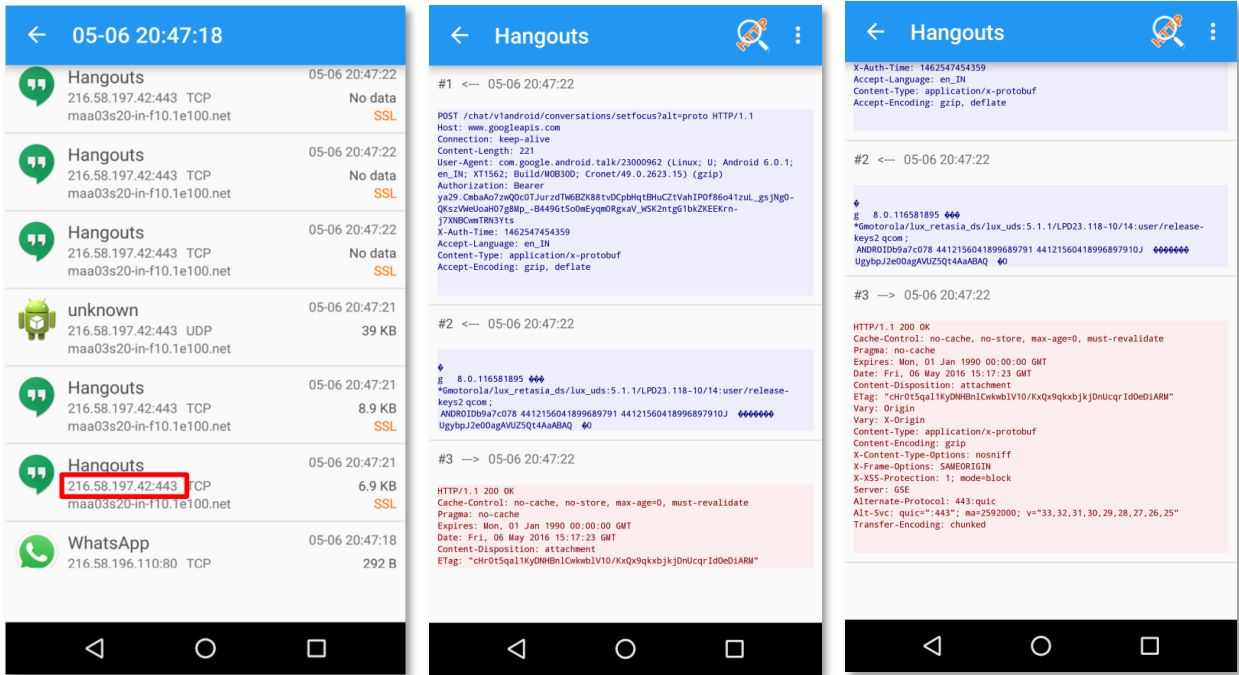




30. Upon information and belief, the following describes, at least in part, how Defendant’s voice and messaging application works:



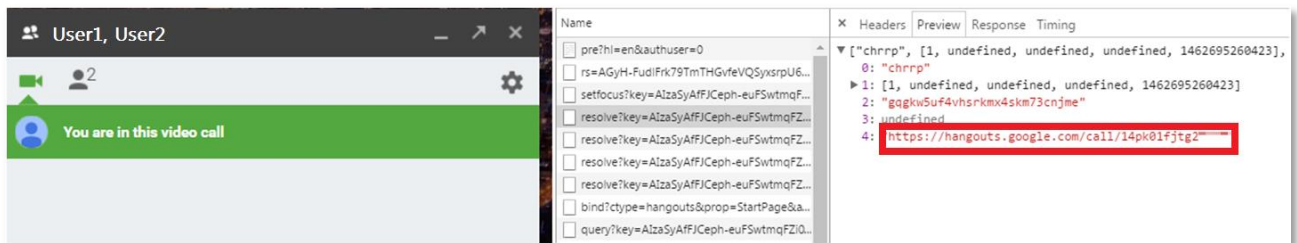
31. Upon information and belief, the following describes, at least in part, how Defendant’s voice and messaging application works:

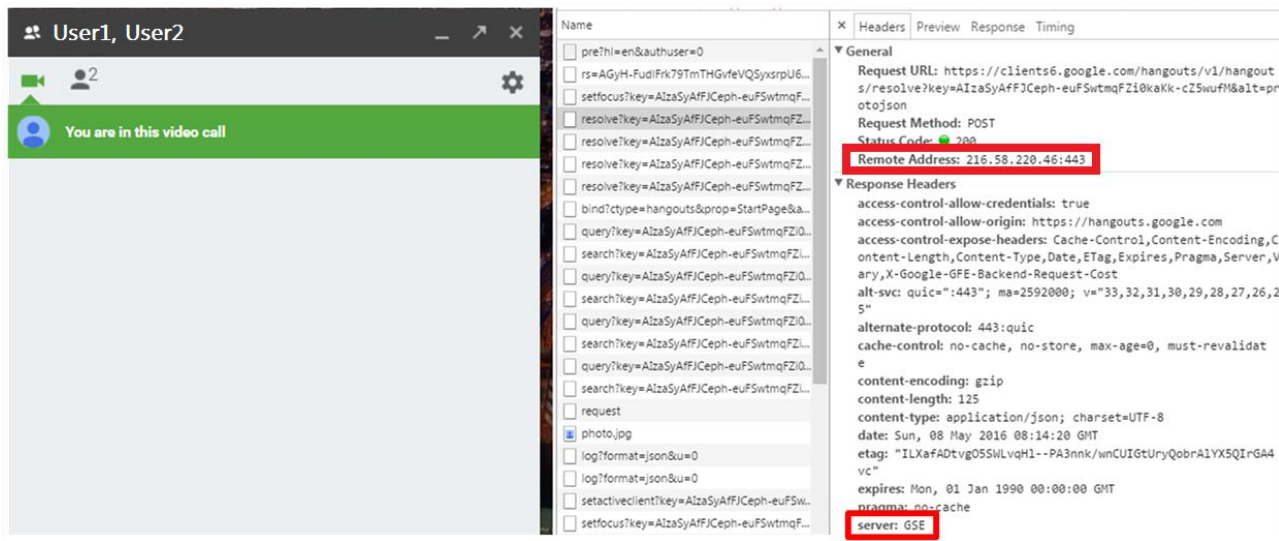


Hangouts are adaptive in the ways they attempt to establish a network connection between a participant on your network and the Google conference servers.

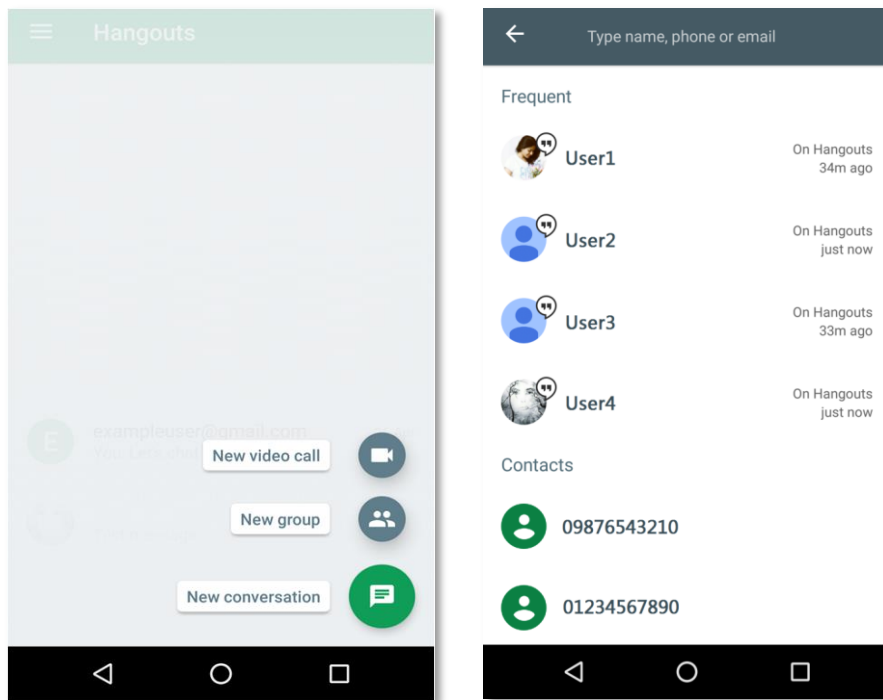
The connection methods are attempted in this preferred order:

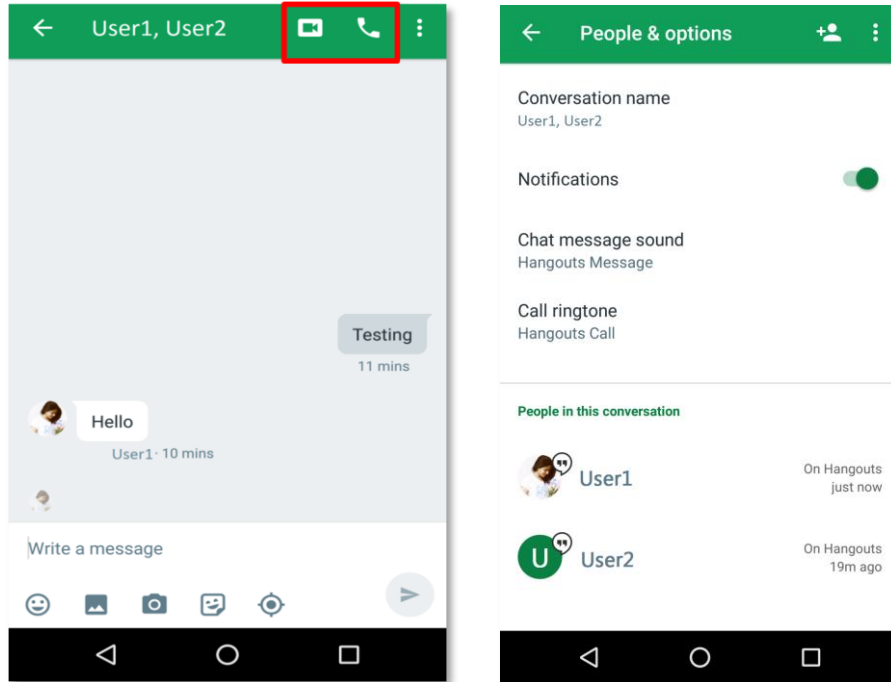
1. A UDP connection from the participant to Google on ports 19302 through 19309
2. A TCP connection from the participant to Google on ports 19305 through 19309
3. A TCP connection from the participant to Google on port 80
4. A TCP connection from the participant to Google on port 443 (SSL)



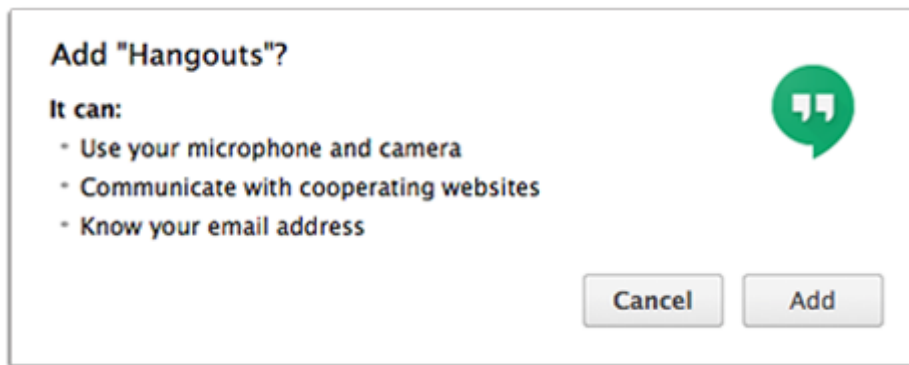


32. Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:

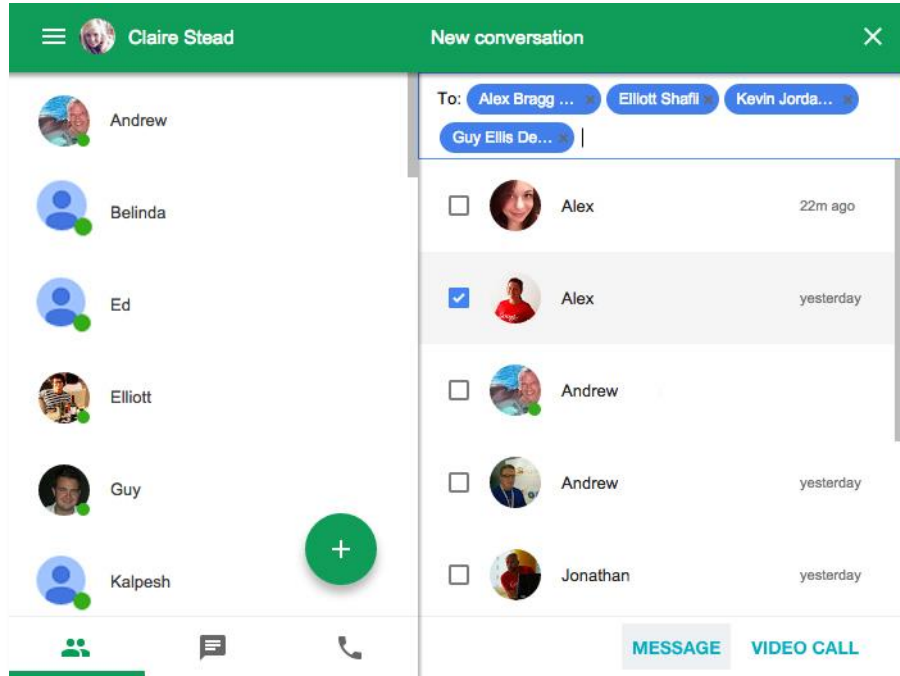




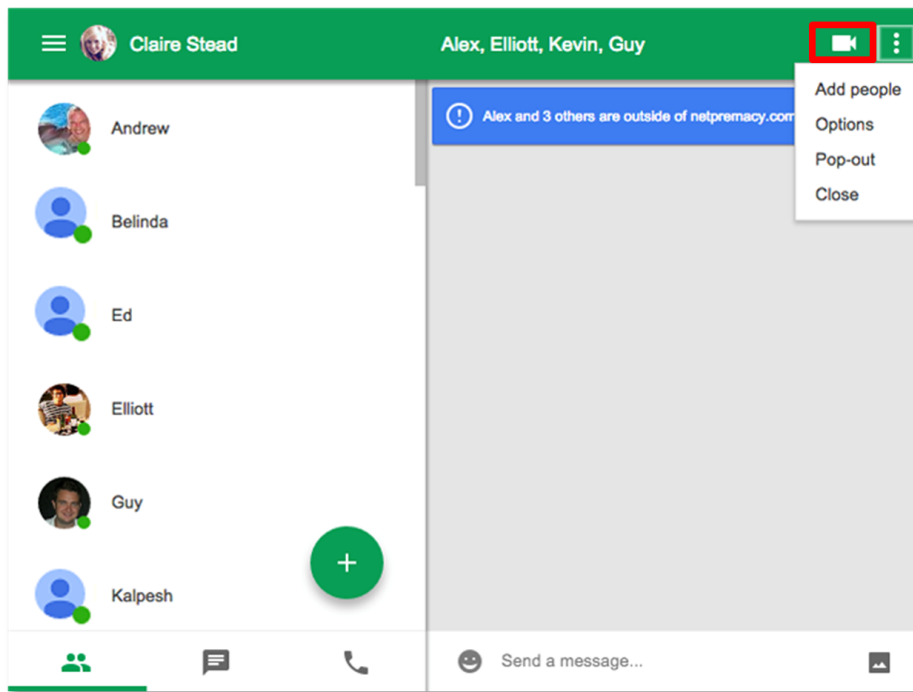
33. Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:



34. Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:



35. Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:



36. Defendant has directly infringed, and continues to directly infringe one or more claims of the '194 Patent in this judicial district and elsewhere in Texas, including claims 1-16 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling its voice and messaging application during the pendency of the '194 Patent which *inter alia* comprises instructions for displaying an instant message chat window, exchanging instant messages between two or more parties, displaying an indication of whether parties are connected to said instant message session, and automatically initiating an audio/video call between the participants.

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

38. Defendant may have infringed the '194 Patent through other software, currently unknown to Uniloc, utilizing the same or reasonably similar functionality, including other versions of its voice and messaging application. Uniloc reserves the right to discover and pursue all such additional infringing software.

39. Defendant has indirectly infringed and continues to indirectly infringe claims 1-16

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 Defendant's messaging software. Defendant's customers who use such software in accordance with Defendant's instructions directly infringe one or more of the above identified claims of the '194 Patent in violation of 35 U.S.C. § 271.

24. Defendant instructs its customers in the use of its messaging software through Internet demonstrations, training videos, brochures and administration, maintenance, installation and/or user guides, such as those located at the following:

<https://developers.google.com/+hangouts/>
<https://productforums.google.com/forum/#!forum/hangouts>
<https://support.google.com/hangouts/>
<https://apps.google.com/learning-center/products/hangouts/>

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

25. Defendant has indirectly infringed and continues to indirectly infringe claims 1-16 of the '194 Patent, by among other things, contributing to the direct infringement by others, including without limitation users of its messaging software, 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 the 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.

26. For example, the Defendant's messaging 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, Defendant is liable for infringement pursuant to 35 U.S.C. § 271(c).

27. Defendant will have been on notice of the '194 Patent since, at the latest, the service of this complaint. By the time of trial, Defendant will thus have known and intended (since receiving such notice), that its continued actions would actively induce and contribute to actual infringement of claims 1-16 of the '194 Patent.

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

COUNT II

(INFRINGEMENT OF U.S. PATENT NO. 7,804,948)

29. Uniloc incorporates the preceding paragraphs herein by reference.

30. Uniloc Luxembourg is the owner, by assignment, of the '948 Patent.

31. Uniloc USA is the exclusive licensee of the '948 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.

32. Defendant sells multiple network accessible devices that run on its Android operating system, including, but not limited to the Nexus 6P, the Nexus 5X, the Pixel C, and the Chromebook Pixel, the Dell Chromebook 13, the Acer Chromebook R 11, the Acer Chromebook 15, Asus Chromebook C201, Acer Chromebook 13, Acer Chromebook 11.

40. Defendant has directly infringed, and continues to directly infringe one or more claims of the '948 Patent in this judicial district and elsewhere in Texas, including at least claims

1-4, 6-8, 18, and 21-22 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling devices with its voice and messaging application during the pendency of the '948 Patent which *inter alia* comprises instructions for establishing a communications connection between the network access device and a conference call server; displaying potential targets then being connected to an instant messaging service; generating a conference call request responsively to a single request; and automatically establishing a conference call connection.

41. In addition, should Defendant's voice and messaging application be found to not literally infringe the asserted claims of the '948 Patent, Defendant's accused products would nevertheless infringe the asserted claims of the '948 Patent. More specifically, the accused voice and messaging application performs substantially the same function (implementing an IM to voice/video call capability), in substantially the same way (through instructions) to yield substantially the same result (effecting an instant message to voice/video call). Defendant would thus be liable for direct infringement under the doctrine of equivalents.

42. Defendant may have infringed the '948 Patent through other software, currently unknown to Uniloc, utilizing the same or reasonably similar functionality, including other versions of its voice and messaging application. Uniloc reserves the right to discover and pursue all such additional infringing software.

43. Defendant has indirectly infringed and continues to indirectly infringe at least claims 1-4, 6-8, 18, and 21-22 of the '948 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 Defendant's messaging software. Defendant's customers who use such devices and

software in accordance with Defendant's instructions directly infringe one or more of the above identified claims of the '948 Patent in violation of 35 U.S.C. § 271.

33. Defendant instructs its customers in the use of its messaging software through Internet demonstrations, training videos, brochures and administration, maintenance, installation and/or user guides. Defendant is thereby liable for infringement of the '948 Patent pursuant to 35 U.S.C. § 271(b).

34. Defendant has indirectly infringed and continues to indirectly infringe at least claims 1-4, 6-8, 18, and 21-22 of the '948 Patent, by among other things, contributing to the direct infringement by others, including without limitation users of its messaging software, 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 the 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 '948 Patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use.

35. For example, the Defendant's messaging 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, Defendant is liable for infringement pursuant to 35 U.S.C. § 271(c).

36. Defendant will have been on notice of the '948 Patent since, at the latest, the service of this complaint. By the time of trial, Defendant 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 1-4, 6-8, 18, and 21-22. of the '948 Patent,

37. Uniloc has been damaged, reparably and irreparably, by Defendant's infringement of the '948 Patent and such damage will continue unless and until Defendant is enjoined.

COUNT III

(INFRINGEMENT OF U.S. PATENT NO. 7,853,000)

38. Uniloc incorporates the preceding paragraphs herein by reference.

39. Uniloc Luxembourg is the owner, by assignment, of the '000 Patent.

40. Uniloc USA is the exclusive licensee of the '000 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.

44. Defendant has directly infringed, and continues to directly infringe one or more claims of the '000 Patent in this judicial district and elsewhere in Texas, including at least Claims 1-8, 12, 18, and 20-23 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling devices with its voice and messaging application during the pendency of the '000 Patent which *inter alia* comprises instructions for indicating a plurality of potential targets then being connected to an instant messaging service and participating in a given instant messaging session with a conference call requester and generating a conference call request responsively to a single request by the conference call requester where a conference call is automatically established.

45. In addition, should Defendant's voice and messaging application be found to not literally infringe the asserted claims of the '000 Patent, Defendant's accused products would

nevertheless infringe the asserted claims of the '000 Patent. More specifically, the accused voice and messaging application performs substantially the same function (implementing an IM to voice/video call capability), in substantially the same way (through instructions) to yield substantially the same result (effecting an instant message to voice/video call). Defendant would thus be liable for direct infringement under the doctrine of equivalents.

46. Defendant may have infringed the '000 Patent through other software, currently unknown to Uniloc, utilizing the same or reasonably similar functionality, including other versions of its voice and messaging application. Uniloc reserves the right to discover and pursue all such additional infringing software.

47. Defendant has indirectly infringed and continues to indirectly infringe at least claims 1-8, 12, 18, and 20-23 of the '000 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 Defendant's messaging software. Defendant's customers who use such devices and software in accordance with Defendant's instructions directly infringe one or more of the above identified claims of the '000 Patent in violation of 35 U.S.C. § 271.

41. Defendant instructs its customers in the use of its messaging software through Internet demonstrations, training videos, brochures and administration, maintenance, installation and/or user guides. Defendant is thereby liable for infringement of the '000 Patent pursuant to 35 U.S.C. § 271(b).

42. Defendant has indirectly infringed and continues to indirectly infringe at least claims 1-8, 12, 18, and 20-23 of the '000 Patent, by among other things, contributing to the direct infringement by others, including without limitation users of its messaging software, 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 the 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 '000 Patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use.

43. For example, the Defendant's messaging 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, Defendant is liable for infringement pursuant to 35 U.S.C. § 271(c).

44. Defendant will have been on notice of the '000 Patent since, at the latest, the service of this complaint. By the time of trial, Defendant 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 1-8, 12, 18, and 20-23 of the '000 Patent.

45. Uniloc has been damaged, reparably and irreparably, by Defendant's infringement of the '000 Patent and such damage will continue unless and until Defendant is enjoined.

JURY DEMAND

46. 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) that Defendant has infringed the '194 Patent, the '948 Patent and the '000 Patent;
- (B) awarding Uniloc its damages suffered as a result of Defendant's infringement of the '194 Patent, the '948 Patent and the '000 Patent pursuant to 35 U.S.C. § 284;
- (C) enjoining Defendant, 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, the '948 Patent and the '000 Patent pursuant to 35 U.S.C. § 283;
- (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.

Dated: May 28, 2016

Respectfully submitted,

/s/ James L. Etheridge

James L. Etheridge
Texas State Bar No. 24059147
Ryan S. Loveless
Texas State Bar No. 24036997
Brett A. Mangrum
Texas State Bar No. 24065671
Travis L. Richins
Texas State Bar No. 24061296
ETHERIDGE LAW GROUP, PLLC
2600 E. Southlake Blvd., Suite 120 / 324
Southlake, Texas 76092
Telephone: (817) 470-7249
Facsimile: (817) 887-5950
Jim@EtheridgeLaw.com
Ryan@EtheridgeLaw.com
Brett@EtheridgeLaw.com
Travis@EtheridgeLaw.com

Counsel for Plaintiffs Uniloc USA, Inc. and Uniloc

Luxembourg S.A.