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

UNILOC USA, INC. and UNILOC LUXEMBOURG S.A., *Plaintiffs,* v. ZOOM VIDEO COMMUNICATIONS, INC, *Defendant.*	Civil Action No. 2:16-cv-568 **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, Zoom Video Communications, 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 at 55 Almaden Blvd., 6th Floor, San Jose, CA 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: The Corporation Trust Company, Corporation Trust Center 1209 Orange St,

Wilmington, DE 19801.

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. 7,853,000 ("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 B hereto. The '194 Patent and '000 Patents are collectively referred to as the "Patents-in-Suit."

10.   The Patent-in-Suit are part of patent family that has been referenced by hundreds of other patent applications including patent 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)

11.   Uniloc incorporates the preceding paragraphs herein by reference.

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

13.   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.

14.   Defendant has marketed and currently markets a voice and messaging application under the name "ZOOM" which can be downloaded to a device from links provided at https://zoom.us/download as well as the through other sites such as Google Play, the Apple App Store, Google Chrome Web Store, Firefox Add-ons.
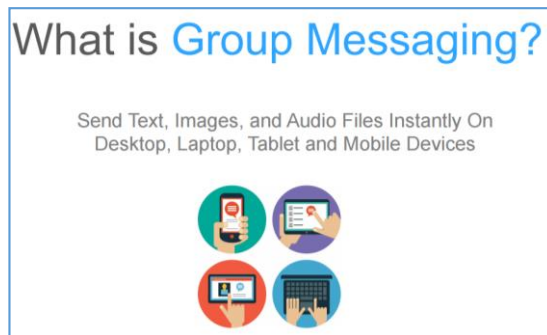
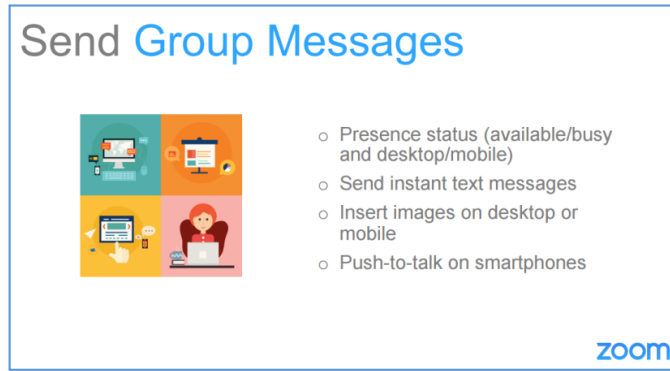15.   Upon information and belief, the following describes, at least in part, how

Defendant's voice and messaging application works:

Source*: https://zoom.us/

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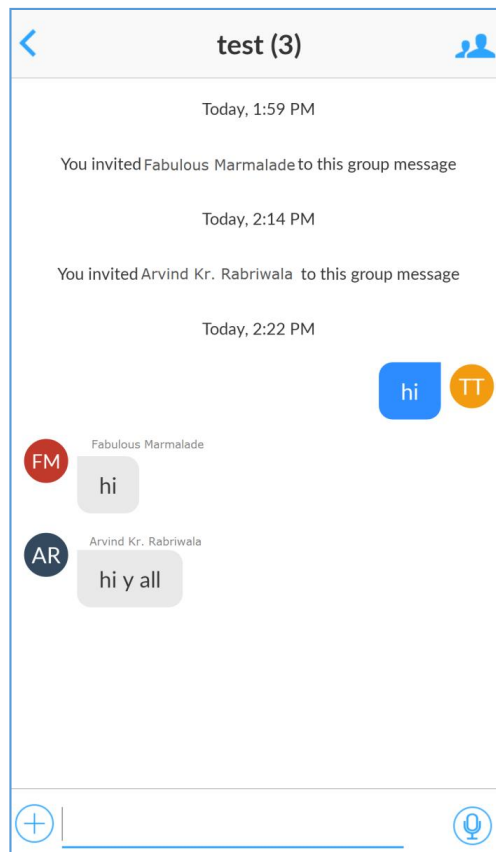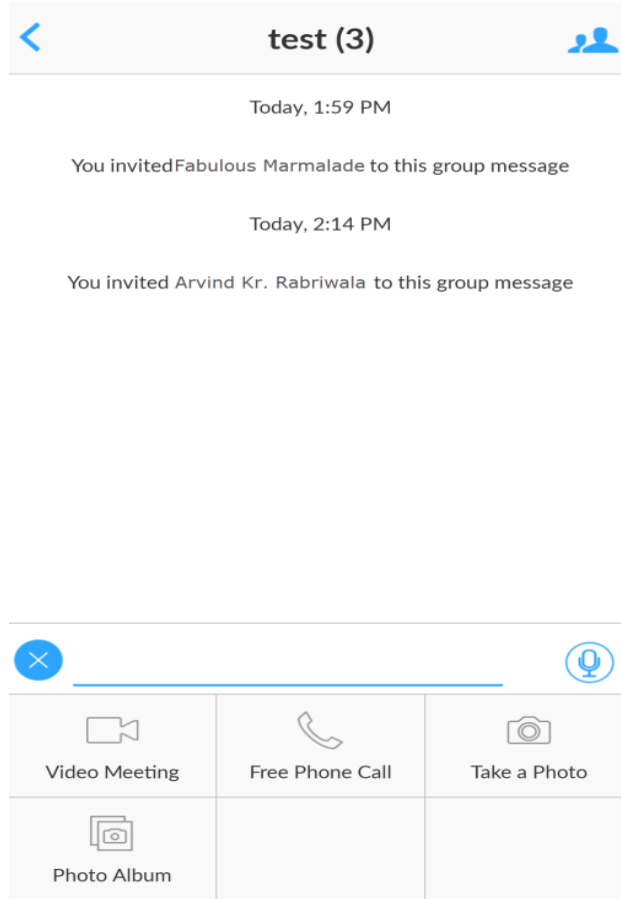

4

Source*:*
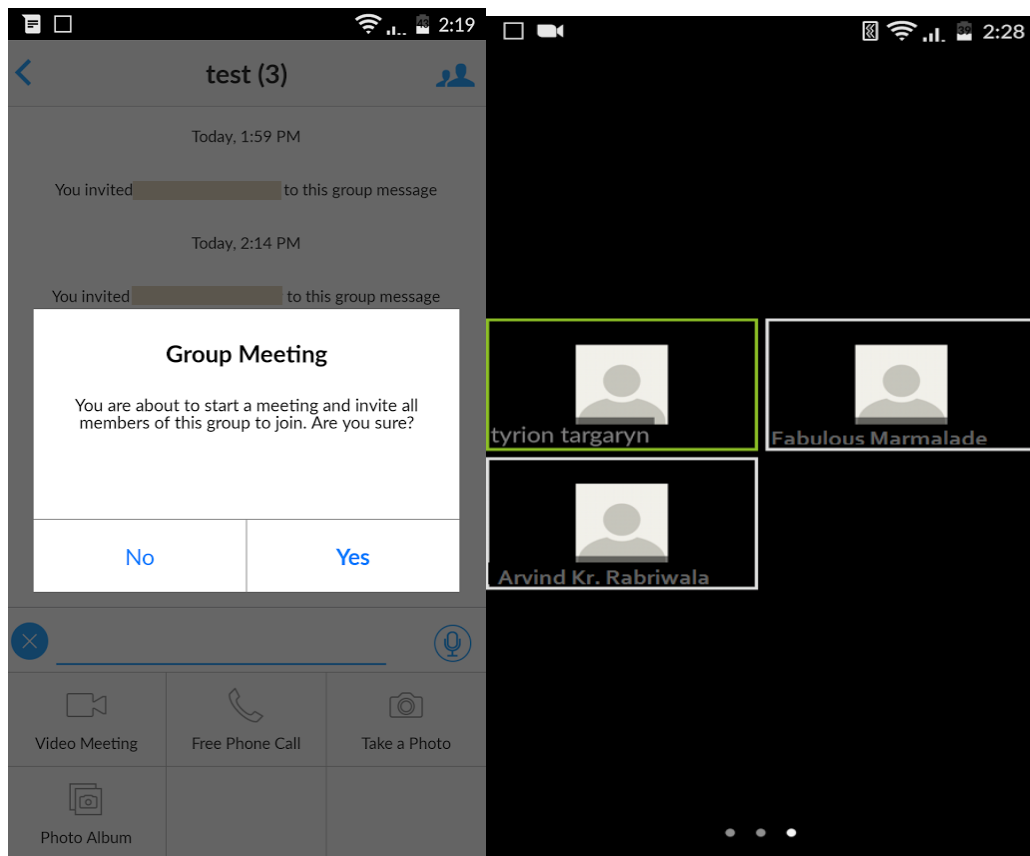https://d24cgw3uvb9a9h.cloudfront.net/static/49861/doc/GroupMessaging_Overview.pdf

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

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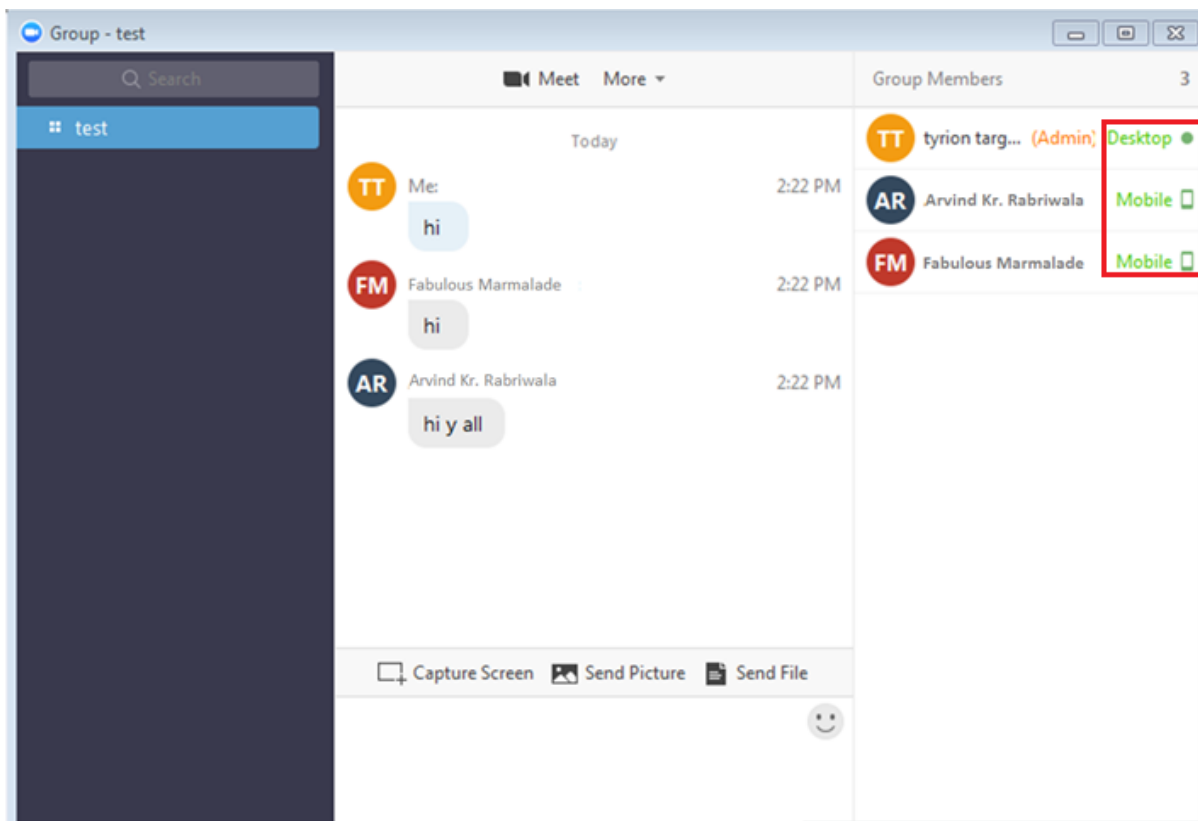

19.   Upon information and belief, the following describes, at least in part, how Defendants' voice and messaging application works:
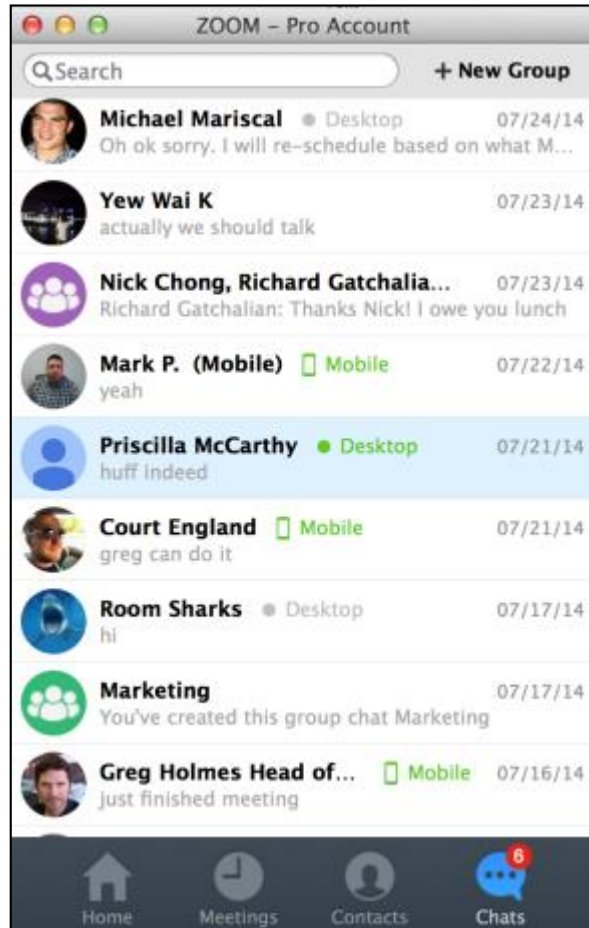
20.   Upon information and belief, the following describes, at least in part, how

Defendants' voice and messaging application works:

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

22.

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

Source: https://d24cgw3uvb9a9h.cloudfront.net/static/49861/doc/GroupMessaging_Overview.pdf

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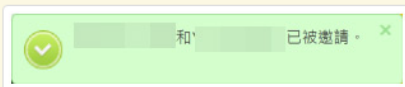Defendant's voice and messaging application works:

Zoom Operating Instructions

How to invite more than a quick meeting by the group?

1. Tap Start a group conference, ZOOM will automatically send an invitation to this group all users.

點選開始群組會議後，
即可開始多人視訊

2. after sending the invitation, you will be prompted, in the group were invited.

3. then the user will receive an invitation notification, as long as the user accepts, it will automatically enter the video of the meeting ZOOM

Sourc: https://zoomnow.tw/zntw_zoom_step_by_step.php?subMenu=im_q10&language_set=zh-tw

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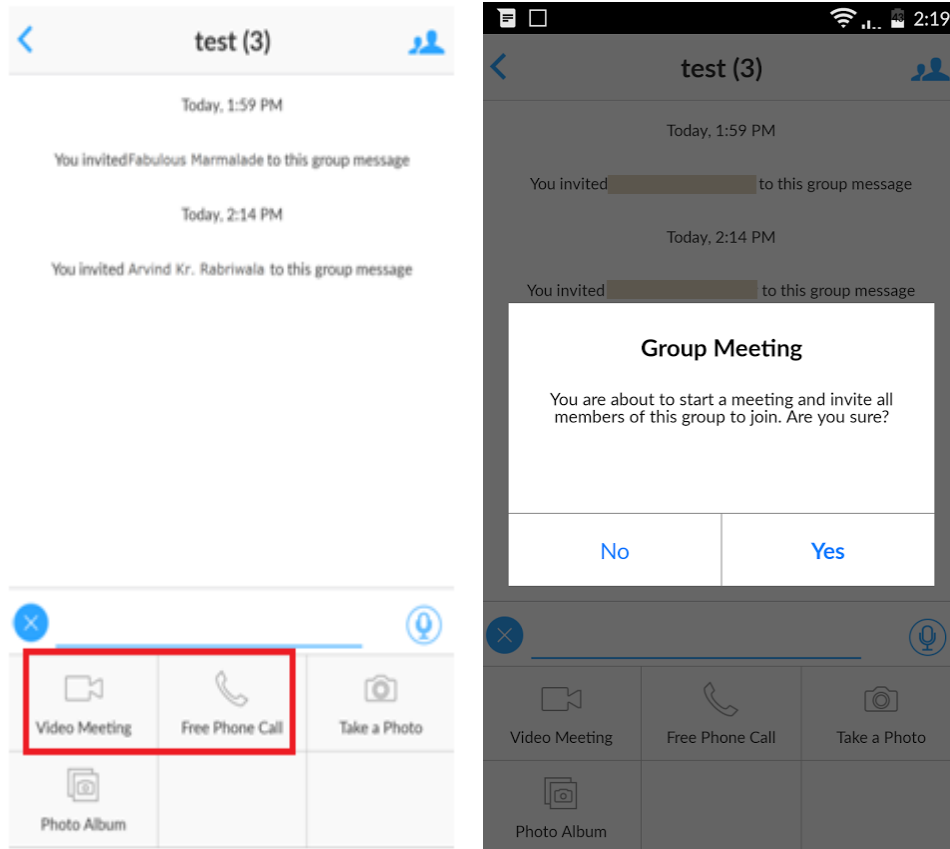
26.   Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:

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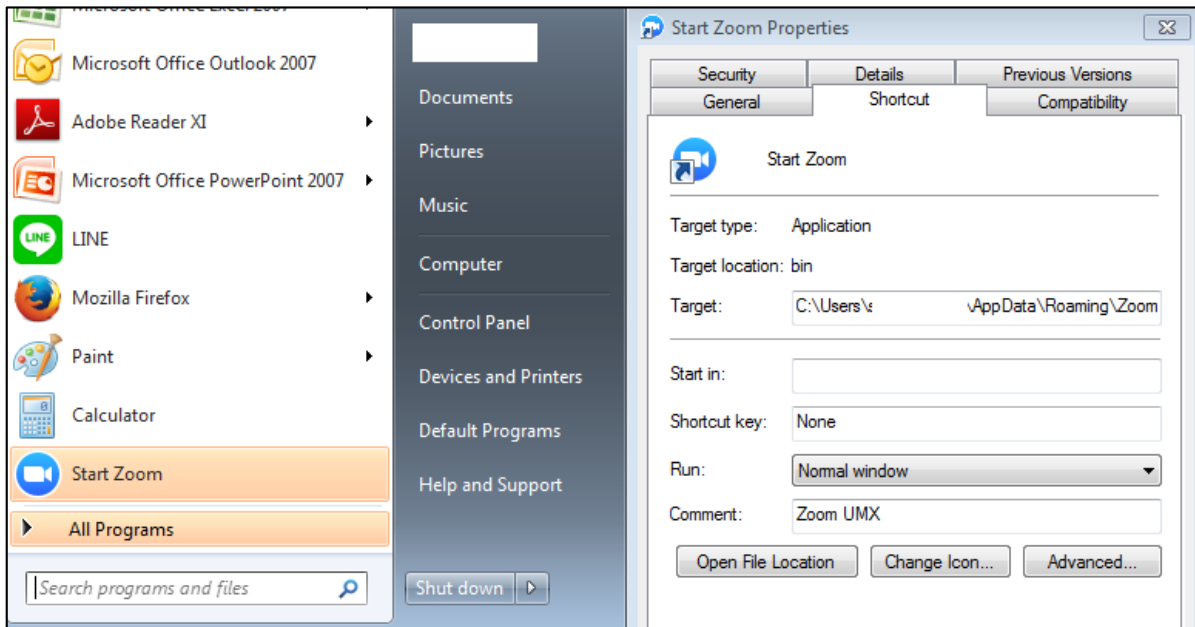
30.   Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:

31.   Upon information and belief, the following describes, at least in part, how Defendant's voice and messaging application works:
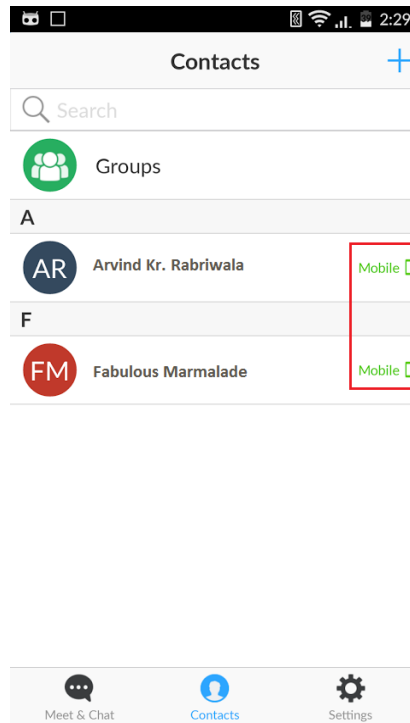
32.   Defendant has directly infringed, and continue to directly infringe one or more claims of the '194 Patent in this judicial district and elsewhere in Texas, including claims 1-16 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or 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.

33.   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). Defendants would thus be liable for direct infringement under the doctrine of equivalents.

34.   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.

35.   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.

36.   Defendant's instruct 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://support.zoom.us/hc/en-us
https://support.zoom.us/hc/en-us/sections/201740096-Training

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

24.   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.

25.   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).

26.   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.

27.   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. 7,853,000)

28.   Uniloc incorporates the preceding paragraphs herein by reference.

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

30.   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.

37.   Defendants 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.

38.   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.

39.   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.

40.   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.

31.   Defendant instruct 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).

32.   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.

33.   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).

34.   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.

35.   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

36.   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 and the '000 Patent;

(B)   awarding Uniloc its damages suffered as a result of Defendant's infringement of the '194 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 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

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