

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

GROUPCHATTER, LLC,

Plaintiff,

v.

VIBER MEDIA S.À R.L., and  
VIBER MEDIA (USA) INC.,

Defendants.

CIVIL ACTION FILE

NO. 1:16-cv-03567-WSD

**FIRST AMENDED COMPLAINT AND JURY DEMAND**

Plaintiff GroupChatter, LLC files this First Amended Complaint against Defendants, Viber Media S.à r.l., and Viber Media, Inc. (each a “Defendant” and collectively “Defendants” or “Viber”) for infringement of U.S. Patent Nos. 7,945,249; 8,588,207; 9,014,659, and 9,294,888.

**THE PARTIES**

1. Plaintiff GroupChatter, LLC (“GroupChatter”) is a Texas limited liability company with its headquarters and principal place of business at 1400 Preston Road, Suite 475, Plano, Texas 75093.

2. Defendant Viber Media S.à r.l. is a foreign company and may be served at its principal place of business at 2, Rue du Fosse, Luxembourg, Luxembourg L-1536 pursuant to Fed. R. Civ. P. 4(f) and the Hague Convention.

3. Defendant Viber Media (USA) Inc. (“Viber Media”) is a Delaware corporation with its principal place of business in Las Vegas, Nevada. Viber Media may be served through its registered agent PHS Corporation Services, Inc., 1313 N. Market St., Suite 5100, Wilmington, Delaware 19801.

### **JURISDICTION AND VENUE**

4. GroupChatter brings this action for patent infringement under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1367.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). Defendants do business in this judicial district, have provided downloads of the Viber application to users in this district, committed acts of infringement in this judicial district, and have purposely transacted business in this judicial district involving the accused products.

6. Defendants are subject to this Court’s specific and general personal jurisdiction pursuant to due process and/or the Georgia Long-Arm Statute, due at least to their substantial business in this State and judicial district, including: (A) at least part of its 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 Georgia residents.

### **GROUPCHATTER PATENTS**

7. Viber has infringed and continues to infringe U.S. Patent Nos. 7,945,249 (the “’249 Patent”); 8,588,207 (the “’207 Patent”); 9,014,659 (the “’659 Patent”), and 9,294,888 (the “’888 Patent”) (collectively “the Asserted Patents”).

8. The ’659, ’207, and ’888 Patents relate to methods, apparatuses, and systems for providing acknowledged, deterministic mass messaging over a two-way wireless network.

9. The ’249 Patent relates to socially networking groups of users to enable sharing, acknowledging, and rating content while providing updates regarding user status.

### **GroupChatter ’659, ’207, and ’888 Patents**

10. The GroupChatter Asserted ’659, ’207, and ’888 Patents describe two-way communication systems and methods featuring acknowledged group messaging enabled within the claimed network architecture and addressing scheme.

11. “Deterministic” group messaging refers to one of the advantages delivered by the inventions. Using the claimed system offers the potential benefit of providing timely updates for and from endpoints within a group. In operation,

these endpoints (e.g., smartphones, pagers, utility meters, transponders, etc.) send responses to group messages and thereby provide data from which to determine the status of each endpoint.

12. Broadly speaking, GroupChatter accuses Viber of infringing the Asserted Patents by providing, deploying, monetizing, promoting, operating, testing, and using the Viber ecosystem (e.g., infrastructure and software) that allows users to conduct and participate, within a social network, in deterministic, acknowledged group messaging as recited in the Asserted Claims.

13. The inventors, James Dabbs and Brian Claise, noted in the patent specification that certain communication networks, even those with endpoint devices capable of acknowledging group messages, failed to provide the valuable advantage of deterministic communication because they provided no way to maintain status of group members. This left administrators lacking important data about the status recipients, response status from users, and other valuable state information concerning messages and message responses.

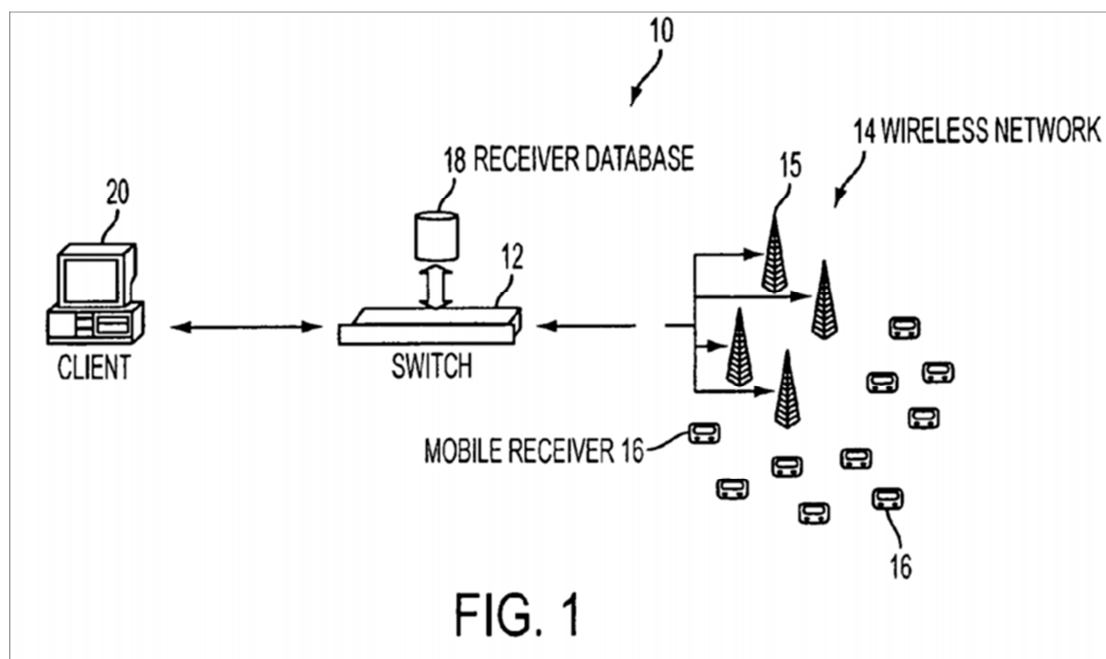
14. To solve this problem and other shortcomings of prior two-way wireless messaging networks, the inventors conceived a novel combination for maintaining group management information and organization for use on a wireless network. They describe in the Asserted Patents how to build and deploy the

network architecture to use it and achieve these benefits.

15. In the Asserted Claims of the '659, '207, and '888 Patents, endpoints are identified by information about the user or specific endpoint device, which may include names or network addresses(es), and by groups that particular recipient device belongs to.

16. In addition to the two-way wireless architecture of the radio network, a client/server-based architecture is provided for communication between a network client and the two-way wireless network.

17. FIG. 1 of the '207 Patent (reproduced below) depicts an exemplary architecture and high level aspects of an embodied network related to one or more claims:



18. As shown, exemplary structural elements for an embodied system include: (1) a network client 20; (2) a network switch or server 12 coupled to a receiver database 18; (3) a wireless network 14; and (4) a plurality of mobile receivers 16 (e.g., smartphones, meters, etc.).

19. Through client/server interactions, a user is provided up-to-date group information that may include address information, status information pertaining to a message or response, overall group detail and status, or even specific information about endpoints within a group.

20. In operation, Viber stores recipient identifiers, one or more group identifiers for each recipient endpoint, and group membership data that identifies which recipients belong to specific groups. An endpoint may belong to multiple groups and thus may be associated with multiple group identifiers.

21. In Viber, a group message is initiated via a network client and wirelessly transmitted to endpoint devices located anywhere within the range of the wireless network infrastructure.

22. Viber endpoints (recipient devices) are configured to receive a group messages and respond with status information, alphanumeric text entries, or other information based upon the message and endpoint device status.

23. Efficient group management and maintenance is an advantage of the

claimed system and is demonstrated in operation of the claimed invention by reference to and communication with selected endpoints and groups of endpoints that each have a subset of the group information data stored locally.

24. As background, the inventors conceived the subject matter of the patents-in-suit in part to address issues in communication networks of the day. For example, some radios and associated wireless networks used by emergency responders were unable to handle the heavy network traffic that circumstances unfortunately required. '207 Patent, col. 1; lines 40-49. The "Background of the Invention" states:

*"during the events of Sep. 11, 2001, radio channels became oversaturated, and interoperability problems among jurisdictions and agencies persisted throughout the entire response process. Otherwise compatible portable radios were preprogrammed in a manner that precluded interoperability. Cellular telephone systems and even the public switched telephone network (PSTN) became congested and unusable."*

25. Older pager systems proved more reliable than cell phone networks during the September 11 tragedy. But while pager-based systems had the potential to be relatively robust in emergency circumstances, such systems of the time were unable to efficiently process group messages (i.e., messages to groups of recipients) and track the individual responses to know which members of the group had responded. The Background of the Invention section of the specification

states:

*“none of these systems provide a network interface sufficient to support acknowledged group messaging. Requiring that the message originator individually alert each recipient adds considerable setup delay when alerting large groups.”*

26. Accordingly, the inventors conceived the invention(s) to address these problems. The result was a novel system that efficiently used limited bandwidth and network resources to effectively communicate with selected endpoints groups whose membership may be dynamically created and adjusted. Even in these conditions, the inventors sought to provide effective group management and improved network efficiency, operability, and reliability (based on the challenges of the time).

27. The Asserted '659, '207, and '888 Patents require, among other things, a specific network architecture that may include at least: wireless network (e.g., a cellular network) infrastructure (e.g., base stations, backhaul, transmitters, receivers, antennae, Viber servers, and central switch), and multiple network clients (e.g., smartphones running Viber and equipped with two-way wireless communication modules for communicating on the wireless network).

28. The subject matter of the system and method claims asserted against Defendant are tied to the structural deployment described in the Asserted Patents



and address shortcomings in group management and communication that the inventors experienced before their invention.

29. In operation, the Asserted Claims detail how a message originator, who may lack knowledge of specific details regarding a particular endpoint group, is provided group information to the network client. Such information may include membership information for each group, the number of recipient endpoints sharing a group identifier, or an identifier shared by certain recipient endpoints within a group.

30. The claims recite a specific method for providing this information. The Asserted Claims of the '659, '207, and '888 Patents describe and recite the source of group and recipient endpoint information, how and when it is transmitted to a network client, and how it may be displayed and updated at the network client.

31. In an example scenario where an incident commander is seeking assistance over a pager network, a notification feature can provide the commander (i.e., the message originator) details about the number, identities, and statuses of group members. Using the invention for this feature, the commander is able to determine based upon the group messaging system information, a status of group members. Without this feature, an incident commander may have insufficient context to know whether enough personnel were being summoned, or whether key

individuals had been mobilized.<sup>1</sup>

32. By using the claimed addressing scheme described in the Asserted Patents, Defendant and other infringers are able to communicate to ad hoc or dynamically organized groups of users.

33. Additional meaningful claim elements in the Asserted Claims include: (1) providing recipient identifier and group identifier information for each group to which a recipient is a member; and (2) storing acknowledgement data for each group member that lists them and indicates their response (e.g., “...*storing acknowledgement data in the memory device for each of the group members, the acknowledgement data comprising a listing of each of the group members and an indication of response for each of the group members*”). In previous systems, referring again to the incident commander’s scenario for example, after a volunteer group was alerted by pager, the incident commander would not know who was going to respond until personnel began to arrive on scene. In contrast, with the claimed “deterministic” group messaging systems, incident commanders (or group administrators) are updated in response to the group messages dispatched. Responses are linked to endpoint recipients within the group context, an advantage and novel advancement achieved by the inventive group management scheme. In

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<sup>1</sup> See ’207 Patent: col. 2, lines 22-26.

this way, the inventive systems and methods provide a valuable concrete result: deterministic status information provided to a network client device for groups of endpoint recipients across a two-way wireless communication network.

34. Accordingly, the Asserted Claims of the '659, '207, and '888 Patents are directed to a specific two-way wireless architecture appended with a group management and maintenance system based upon group and recipient identifiers for identifying with and selectively communicating with endpoint recipients across the network.

35. Acknowledged group messaging may be performed in ways and across architectures that differ from the claimed subject matter. While the advantages of the inventions likely will not be achieved, two-way messaging with selective groups of endpoints and management of such groups may be performed using other methods such as frequency division across the geographical region or focused transmission, encryption, or having multiple radios in the network infrastructure for communicating with predetermined groups based upon location.

36. The Asserted Claims provide structure and limit the invention to particular and novel ways of deterministically messaging selective groups of recipients on a two-way wireless communication network. These structural limitations describing architecture, integrated computer-based operations necessary

to practice the patent claims (e.g., database tables, communication at network client with server/switch), wireless network protocol capable of communicating with groups, and endpoints that can receive and interpret those signals provide meaningful structural limitations that one of skill in the art would recognize as distinctions between network types.

37. The operations, function, and results of the subject matter of the Accused System cannot be carried out and achieved by a human or generic computer or by using a generic two-way wireless radio network.

38. Generic computer networks or wireless two-way radio networks do not perform “group communication and response tracking” or “group management and maintenance” as those general concepts are claimed in the Asserted Patents.

39. Some of the major advantages of the claimed systems and advances over the prior art are discussed in the specification (centralized management and administration of groups and recipients’ relationships with groups, effectively communicating with multiple endpoints in groups, and tracking status across a network by group). One skilled in the art at the time of the inventions would further recognize additional advantages including management of groups across a dispersed area or networks, tracking status information of recipient groups including whether individual group members have receiver or read a group

message, and monitoring this information at a dispatch center.

40. By the novel combination of its two-way wireless network architecture, group management and maintenance scheme, and deterministic messaging functionality, the Asserted Patents present a specific, inventive solution to the problem the inventors recognized with messaging networks at the time of their invention.

### **GroupChatter '249 Patent**

41. The '249 Patent describes socially networking a plurality of mobile terminal users in order to share published personal content among users and provide notifications and acknowledgements rating such content.

42. The inventions of the '249 Patent facilitate a social networking system that works seamlessly across both fixed networks (e.g., a local area network) and mobile networks (cellular networks). (*See* '249 patent, ABSTRACT).

43. While working at a global telecommunications firm, the inventors of the '249 Patent leveraged an IP mobile network and a fixed network to provide real-time or near real-time communication and content sharing among mobile terminal users.

44. At the time of invention, the feature set on a fixed network (e.g., accessed by a desktop computer) was different from features now commonly

available and performed on mobile devices. For example, a YouTube user could post videos to the Internet; however, his friends could only access the content from a fixed network. (*See* '249 patent, col. 1, lines 24-35). Such access to a friend's posted content was not easily provided over cellular networks. In some cases, a mobile handset user could provide location information to his friends, but at the time of the invention, such services required manual registration with a provider's website. In any event, such services that existed at the time of the invention did not allow users to share their user-generated content (e.g., photos, video) over mobile networks (*See* '249 Patent, col. 1, lines 33 - 41) as contemplated in the '249 Patent.

45. Within this technological landscape, the inventors recognized a need for better social networking technology. They leveraged an IP mobile network and a fixed network to provide what was, at the time, a next generation social networking experience that included real-time communication and content sharing to users of mobile terminals. As recited in the claims and described in the patent specification, the '249 Patent invention enables a complex feature set, where users receive friend updates (regarding posts, messages, etc.) in real time on both mobile and fixed networks.

46. Claim 1 of the '249 Patent recites a method for social networking

including enabling a mobile terminal user to: (1) set up and view a personal list of other mobile terminal users; (2) view presence information indicating selected other mobile terminal users; (3) establish communications with one or more of the other users; (4) view posted content obtained by other mobile terminal users; (5) receive a pop-up notification on a television/computer when other users publish new personal content; and (6) interact with the television/computer to view and rate the new personal content.

47. The '249 Patent describes how performing the method requires complex back-end servers, subsystems, programming, and mobile terminals to provide users real-time access to information (e.g., the location, presence, status and preferences for their friends).

48. The inventions claimed in the '249 Patent are necessarily rooted in computer and communication technologies and improves the functioning of these systems using complex schemes for communicating between and across mobile and fixed platforms.

49. The '249 patent describes example hardware/software environments in its FIG. 1, reproduced below:

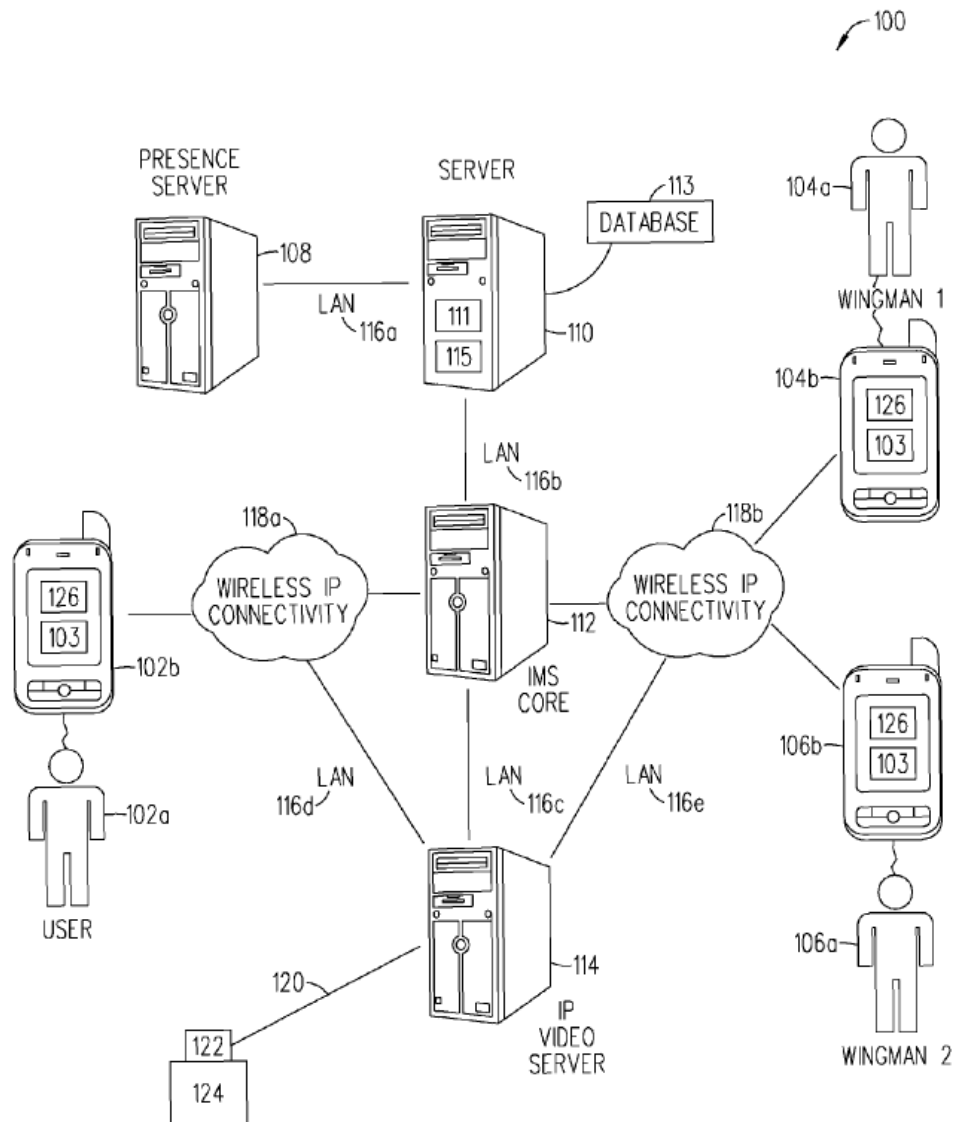


FIG. 1

50. In Figure 1, the social networking system (item 100) includes mobile users (items 102a, 104a, and 106a) that carry mobile terminals (items 102b, 104b, and 106b). The system includes a presence server (item 108), an application server (item 110), and a database (item 113). The system further includes an IMS core



(item 112) and a streaming video server (item 114). As shown, the presence server (108) is coupled via LAN (116a) to the server 110, which is coupled via LAN (item 116b) to the IMS core (112), which in turn is coupled via mobile networks (118a and 118b) to enable wireless IP connectivity to the mobile terminals through wireless technologies including CDMA, Wi-Fi, WiMAX, GPRS, and UTMS. (*See* '249 Patent, col. 3, lines 20 – 30). In addition, the IMS core (item 112) is coupled to the streaming video server (item 114), which is coupled to mobile networks (items 118a and 118b). The video server (item 114) is also coupled via a network connection to a set-top box (item 122) and a television/computer (item 124).

51. In operation, the overall system leverages the IP (e.g., IMS) mobile network (items 112, 118a, and 118e) and a fixed network (items 108, 110, and 114) to provide a next generation social network experience to the users (e.g., item 102a, 104a, and 106a). The mobile terminals (items 102b, 104b, and 106b) implement a standalone application (item 126) which enables their users to perform a variety of steps recited in the claims.

52. In an example scenario, a user wishes to know whether a friend is present on the network. Accordingly, the user first logs into his mobile application and registers with remote a server ('249 Patent, col. 4, lines 14 - 28). In an embodiment described in '249 Patent, logging in and registering requires several

preconditions including: (1) the IMS core (an IMS proxy platform) is running; (2) the mobile terminal has an IP connection to the IMS proxy platform; (3) the user has not yet registered with the remote server; (4) the mobile terminal is not running the mobile application.

53. After logging in and registering, the '249 patent contemplates several potential actions by the mobile terminal user including: (1) establishing a voice call ('249 patent, col. 5, line 25 – col. 6, line 24); participating in an Instant Messaging (IM) session ('249 patent, col. 6, line 25 - col. 7, line 24); establishing a voting queue ('249 patent, col. 7, line 25 – col. 8, line 55); participating in a scorekeeper scenario (e.g., for scoring photographs) ('249 Patent, col. 8 line 57 – col. 9 , line 48); and viewing a map of associates ('249 patent, col. 9, line 49 - line 41). This functionality and the other aspects of the '249 patent claims were not known at the time of the invention.

54. In addition to the specialized network components required, the '249 Patent requires specialized mobile components. For example, one embodiment specifies a mobile terminal (e.g. phone) with a user interface (e.g., operating system), a camera, and an application that enables the user to: (1) set up and view friend lists; (2) monitor presence information of friends; (3) establish electronic communications with other mobile terminal users; and (4) view content obtained

and posted by other mobile terminal users. *See* '249 Patent col. 1, line 63 - col. 2 line 6. The mobile terminals are specially programmed (via an application) to communicate through mobile networks with servers that, in turn, communicate to update users via their computers/televisions. In this way, groups of users are updated in real time across multiple platforms, and each device is synchronized with the most relevant and current data.

### **VIBER**

55. Defendants independently and/or collectively provide the Viber ecosystem, which enables users to communicate seamlessly across mobile phones, tablets, and computers regardless of each device's operating system.

56. Viber calls its system a "cross-platform" communication system.



57. Viber users download and install the Viber software and may install a copy of the software on each of their devices.

58. Viber refers to using its software as "Vibering." To "Viber" means to use the Viber software.

59. Once installed, Viber software accesses a user's contacts and provides a notification to the user identifying the user's contacts that also Viber.

60. The Viber ecosystem permits the users to communicate (or Viber) with other users in various ways.

61. Viber users can exchange messages, share photos, share "stickers," share videos, chat, place voice calls, place video calls, group share, and receive notifications.

62. Viber users can join groups, follow users and participate in "Public Chats."

63. To communicate using the Viber ecosystem, Viber users must use the Viber software (i.e., apps) provided by Defendant.

64. Viber software is available at [www.viber.com](http://www.viber.com) (via web browser) and from app stores operated by Apple, Google, Microsoft, and RIM.

65. The Viber software is available for various hardware including Apple devices (e.g., iPods, iPhones, and iPads running each iOS version), Android-based devices (e.g., cell phones, tablets, and computers running each Android version), BlackBerry OS devices, Microsoft Windows based devices (e.g., cell phones, tablets, and computers running each Windows version), Linux-based devices, and Symbian-based devices.

66. According to Defendants, Viber for Desktop is currently available for the following systems:

## System and hardware requirements (Viber for Desktop)

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Please ensure that you have one of the following installed on your mobile device:

- **Android** – Viber 3.0, or higher
- **iPhone** – Viber 3.0, or higher
- **Blackberry** – Viber 2.4 (does not support call transfers to Viber for Desktop), or higher
  - Please note, excluding Blackberry 10, you will only be able to use Viber on Blackberry devices *if it is already downloaded and activated on your device.*
- **Windows Phone 8** – Viber 2.2.3 (partial compatibility, may encounter sync issues), or higher
- **S60** – Please note, you will only be able to use Viber on your Nokia S60 *if it is already downloaded and activated on your device.*

Please also make sure your computer meets the system and hardware requirements below:

- **Windows:**
  - Windows XP Service pack 3 and above.
  - Windows Vista
  - Windows 7
  - Windows 8\*
  - Windows 10\*\*
- **Mac:**
  - OSX 10.7.5 and above.
- **Linux:**
  - 64-bit distributions only
  - Debian and Fedora distributions only

67. According to Viber, iPhone 4S and later and iPads running iOS 8 and above are supported devices.

68. According to Viber, Android smartphones and Android Wear running OS 4.0 and above are supported devices.

69. According to Viber, Windows 10 smartphones and tablets are supported devices.

70. According to Viber, Blackberry 10 and full-touch Blackberry devices running version 10.2.1 and above are supported devices.

71. Using Defendant's Viber software, these devices operate over cellular connections (e.g., 3G,4G, LTE) or Wi-Fi connections to provide "cross-platform" communication among Viber users.

72. Viewing Posted Content – Using the Viber app, a user is able to post content (e.g. chat messages, stickers, pictures, etc.) to an ongoing thread (e.g., Group or Public Chat) between another Viber user or group of Viber users. Users in that thread may then view the posted content, respond to that content, and post their own content.

73. Communicating and Sending Messages - Viber users communicate with friends, fellow users, and group members in a variety of formats including through chats, message feedback, pictures, videos, stickers, calls, video calls, photos, winks, sharing locations, and doodles.

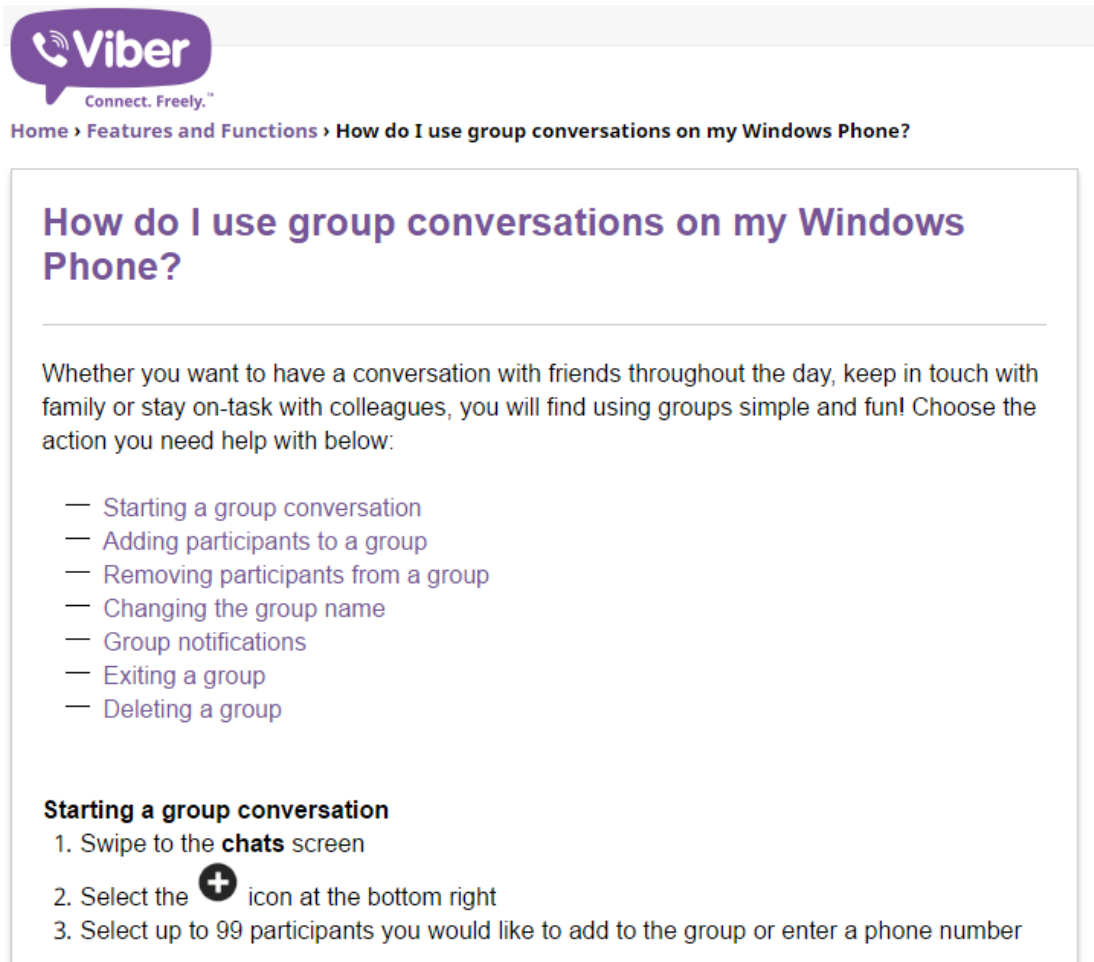
74. Viber provides users the ability to connect with specific sets of users

(e.g., family, teammates, or co-workers) to share updates, photos, messages, and documents.

75. Groups – Viber “Groups” permits users to communicate with (e.g., broadcast a group message to) defined groups of users (e.g., for family, teammates or coworkers). From 2013 to 2014, Viber claims a 10x growth in group messages.



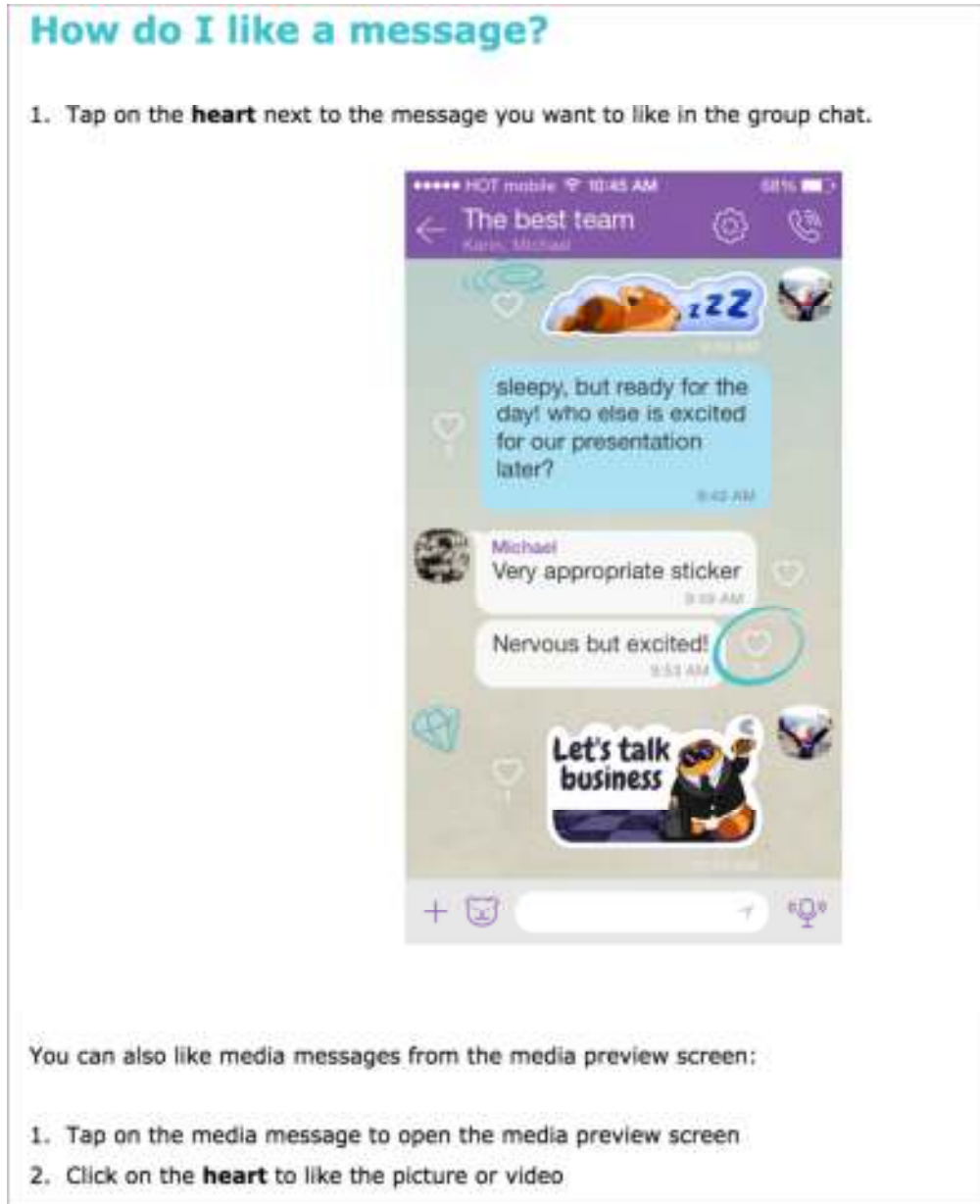
76. Viber Group Conversations allow users to communicate with fellow group members by sending, for example, text messages, stickers, photos, videos, photos, doodles, or documents. Group Chats allow a user to post content to up to 200 participants at one time.



77. Acknowledging, responding to, and Rating Content – Through Group Conversations and Public Chats, Defendant enables users to view and rate new personal content provided by other users. For example, a user may provide feedback to posted content by clicking a heart that is next to the posted content. Below is a snippet from Defendant’s support website ([https://support.viber.com/customer/en/portal/articles/2147187-likes-and-seen-status-in-group-conversations?b\\_id=3838#like](https://support.viber.com/customer/en/portal/articles/2147187-likes-and-seen-status-in-group-conversations?b_id=3838#like)) that instructs users regarding how



to “like” a message:



78. Notifications – Viber provides various notifications to users regarding posts, responses, and acknowledgments.

79. Viber users receive text and graph notifications from their browser or

app (i.e., a network client) to alert them of any relevant posts, messages, calls, and other content. Viber also provides real-time presence notifications and the read status for group and individual messages.

80. Viber realizes substantial value from the group messaging feature of the Viber application and platform.

81. In Viber versions 5.7+ for Android or iOS, and Viber Version 6.1+ for Windows 10, users can “like” group messages, and senders of group messages can see who liked their messages and check the “seen status” of their message.

82. Viber describes the notification feature of its group messaging application at <https://support.viber.com/customer/portal/articles/2147187-likes-and-seen-status-in-group-conversations#notifications>:

*Will I receive notifications for likes?*

*With this new feature you will only receive notifications if someone in the group likes your message post. When someone likes your message in a group chat you will receive a notification banner to your device. If your message receives numerous likes the notifications will be aggregated and you will not receive separate notifications for each like.*

83. Viber provides the following description of its Group Chat feature:



Home › FAQs › What are group conversations (groups)?

## What are group conversations (groups)?

Use group conversations to chat with friends, family, colleagues and any Viber users! Groups offer you a comfortable forum for discussion with the people you want to reach, right in your phone.

Viber groups are fun and flexible. Here are some of the features we love:

- Anyone can create a group and there is now a **group admin** role
- Only group admins can remove participants and add other admins
- Each group member can add new participants to the conversation
- There is no limit to how many groups you can create!
- Each group can have up to **200 participants**, including the group creator
- You can customize the background of the conversation to fit your mood
- Now you can personalize conversations with a group icon
- Conversation galleries keep all of your shared media - photos, video and doodles! - in one place so you don't have to go scrolling for memories!

Learn how to use groups on:  
Android | iPhone | Windows Phone

84. By tapping and holding the message, then selecting INFO on Android/iOS or LIKES on Windows 10, a sender can see who liked the message as well as who say the message.

85. Using Viber to send a group message, a user can see who has seen her message and the time it was viewed:

## How do I see who has seen my message?

1. [Follow steps 1-2 above](#)
2. Here you will see who has seen your message and the time it was viewed



86. Since GroupChatter’s filing and Defendants’ receipt of the Original Complaint, Viber has introduced additional features that make use of the patented inventions.

87. In November 2016, since the filing and Viber’s receipt of GroupChatter’s Original Complaint, Viber rolled out a new version of its infringing product: Viber Version 6.5.

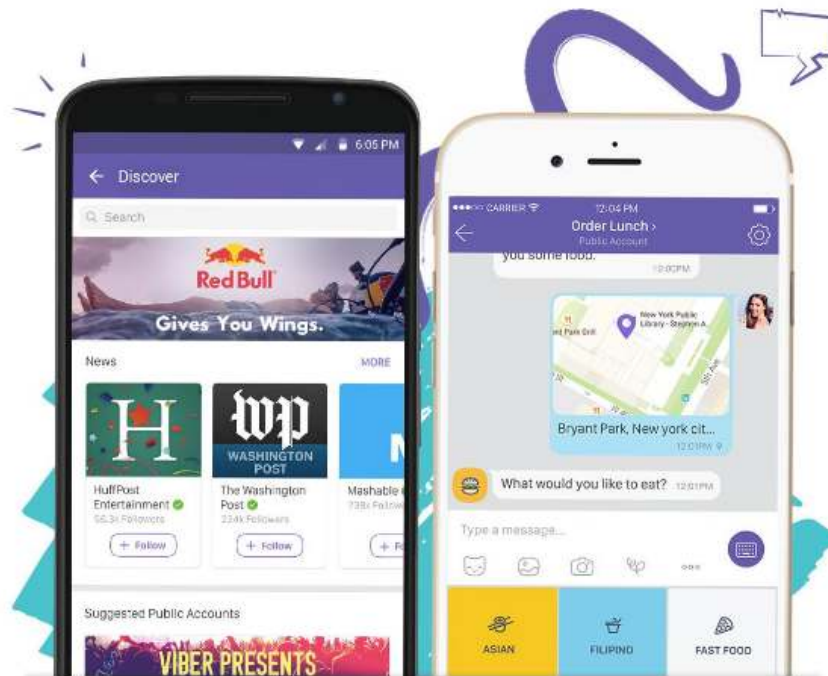
88. Viber Version 6.5 included a feature Viber has branded as “Public Accounts.”

## Introducing a New Way to Reach Brands

9 Nov 2016

iOS Android

Posted by: Shai, Global Community Manager



To make that aspect of daily life easier and more efficient, we are introducing **Public Accounts** - an addition to the Viber family of features that offers a solution to all of your communications needs in one place - on Viber version 6.5 for [iOS](#) and [Android](#).

With Public Accounts, you can now connect to businesses and brands with the same simplicity and convenience that you're used to through Viber. Your conversations with a Public Account will appear in your chat list so they are easily accessible and you can glide between it and all of the conversations you're already having.

89. Public Accounts allows “brands” and businesses to invite Viber users to not only “follow” their public posts and interact with the content they post, but to send direct messages to Viber users that have “followed” their public posts.

90. With Public Accounts, Viber is pushing to become a platform through which companies can both broadcast messages en masse and communicate one-to-one with customers.

91. At the launch on November 9, 2016, Viber COO Michael Shmilov explained, “Viber’s API allows companies to connect Viber Public Accounts to their existing customer relationship management system.”

92. Viber Public Accounts is part of its overall strategy to provide a platform for businesses to increase customer engagement.

93. By using the claimed subject matter of the ’249 Patent, Viber is able to provide real-time engagement and content distribution between business and personal users, improving marketing penetration and, ultimately, sales.

94. The Public Accounts feature allows users to message with the business and other users, including the ability to “like” and interact with the content.



95. Since the filing and receipt of the Complaint by Defendants, Viber has expanded its use of the patented technology.

96. Upon information and belief, since the filing and receipt of the Complaint by Defendants, Viber has not made any changes to its products to avoid infringement of the GroupChatter Asserted Patents. Instead, Viber has expanded its use, marketing and reach of its product offerings which make use of the patented technology. By introducing the “Public Accounts” features, Viber seeks

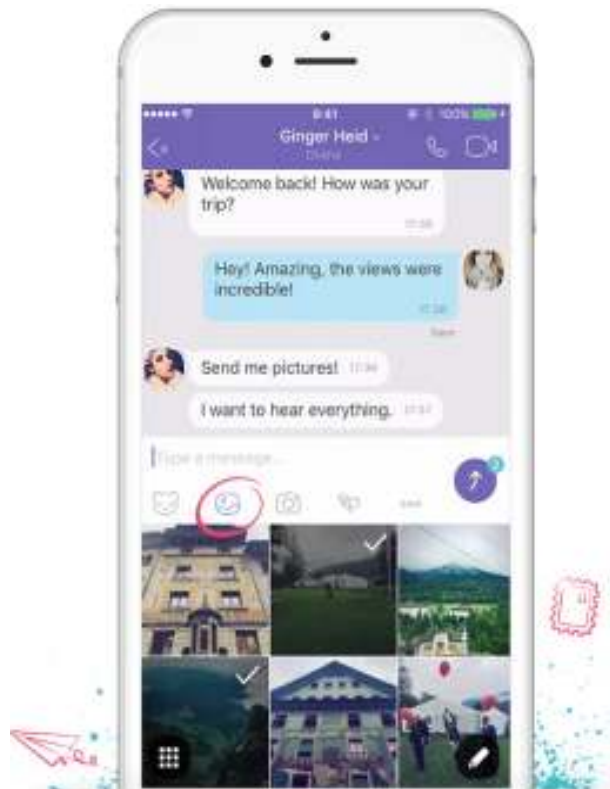
to further monetize its use of the patented technology.

97. In addition to offering “Public Accounts,” since the filing and receipt of the Complaint, Viber also introduced an easier way to make use of the patented features.

98. Since it received GroupChatter’s Original Complaint, Viber has purported to make it easier for its users to share and take photos and videos.

You’re big on sharing and we’ve set out to make that much easier for you. The things you reach for most when you’re chatting are now lined up in a clean and simple row just beneath where you type your messages.

Meaning: You can share and take photos and videos in as little as three (3!!) taps - that’s nearly half the number of taps it took before. Tap-tap-send. Sounds like angels singing - to us anyway.





99. Viber has continued to promote and instruct its users to use its products in ways that constitute indirect infringement since the filing of the Complaint.

100. Viber has posted new content to its website ([www.viber.com](http://www.viber.com)) and its support website (<https://support.viber.com>) and its media accounts (including Facebook) since GroupChatter's Original Complaint.

# VIBER BLOG

## Introducing a New Way to Reach Brands

9 Nov 2016

iOS Android

Posted by: Shai, Global Community Manager

So, get your Viber updated to version 6.5 and start exploring the different Public Accounts that have already joined the growing community today!

Learn all about Public Accounts [here](#).

### **Specification: Viber - Free Phone Calls & Text 6.5.0:**

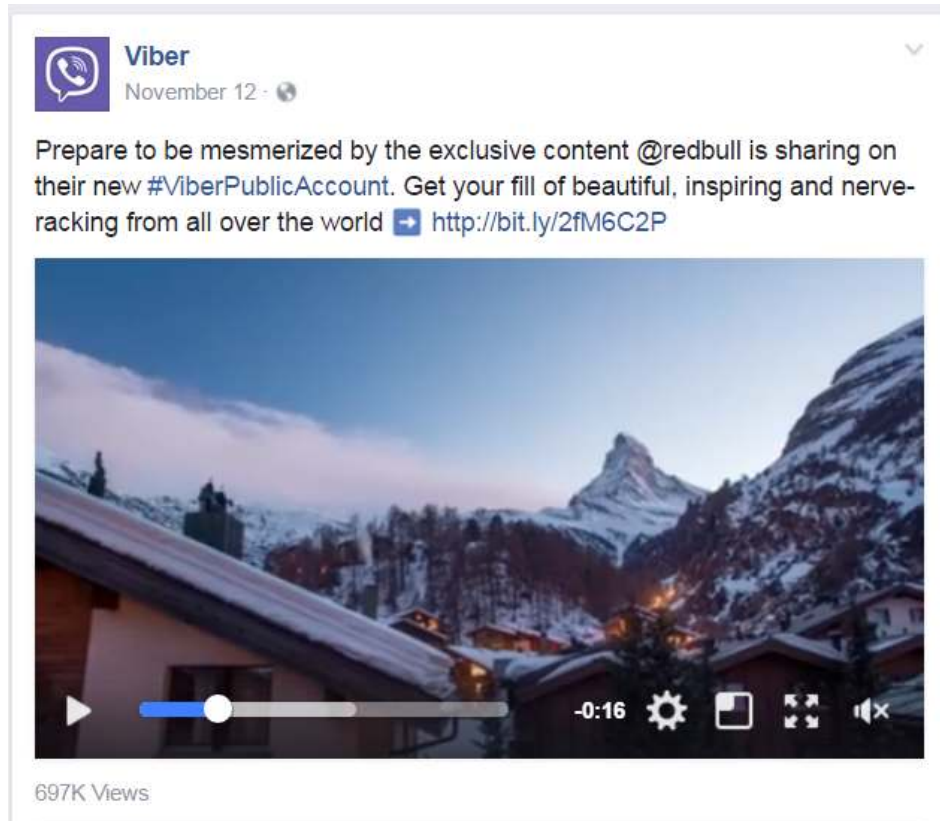
Platforms: iPhone,iPad,Android

Version: 6.5.0

Licence: Freeware

Developer: Viber Media, Inc.

Date Added: Nov 09, 2016



## All About Public Accounts

Last Updated - Dec 04, 2016 02:04PM IST

A Viber Public Account is an account run by your favorite brand, organization or celeb!

Keep up to date with the latest news and gossip, or have your say simply by subscribing to an account that interests you.

Public Accounts A-Z

Introducing Public Accounts

Learn more about the different types of Public Account, what they are all about, and how you can get involved.

Discover Public Accounts

How to find Public Accounts, browse through Discover for the accounts that excite you!

Following Public Accounts

Explore the opportunities with a Public Account.

101. Viber infringes the GroupChatter Asserted Patents by making, using, monetizing, providing, promoting, deploying, and testing the Viber ecosystem including Viber infrastructure (e.g., server-based systems), Viber.com, and the various Viber apps that users install on phones, tablets, and computers. These infringing Viber components and Viber systems are the “Accused Systems.”

**COUNT I  
INFRINGEMENT OF U.S. PATENT NO. 7,945,249**

102. GroupChatter incorporates paragraphs 1 through 101 herein by reference.

103. GroupChatter is the owner, by assignment, of U.S. Patent No. 7,945,249 (the “’249 Patent”), titled “NEXT GENERATION SOCIAL NETWORKING AND CONTENT RATING SYSTEM AND METHOD.”

104. A true and correct copy of the ’249 Patent is attached as Exhibit A.

105. As the owner of the ’249 Patent, GroupChatter holds all substantial rights in and under the ’249 Patent, including the right to grant sublicenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

106. The United States Patent Office granted the ’249 Patent on May 17, 2011.

107. The ’249 Patent is valid, enforceable and was duly issued in full

compliance with Title 35 of the United States Code.

108. Viber has directly infringed, and continues to infringe, the '249 Patent by practicing one or more claims of the '249 Patent, including at least claims 1, 2, 3, 6, 7, 8, 9, 12, 13, and 14 (the '249 "Asserted Claims") by making, using, providing, deploying, testing and monetizing the Viber Accused Systems to provide a social network for mobile terminal users to view lists of users and their availability to communicate.

109. Defendants, by operating and providing the Accused Systems, perform methods for socially networking a plurality of mobile terminal users. Using Viber as instructed and intended, a mobile terminal user can setup and view lists of contacts, view presence information indicating the availability of other users, establish communications with other users, view previously posted content by other users, receive pop-up notifications on a computer when other users publish new content (e.g. messages), and interact with the television/computer to view and rate the published content.

110. Claims 7 and 14 recite mobile terminals having a user interface, camera, and a processor implementing an application for setting up and viewing a personal list, viewing presence information of other users, establishing communications with other users, viewing posted content obtained by other users

and performing related actions as recited in the claims.

111. Viber directly infringes claims 7, 14 and their asserted dependent claims when it uses, tests, and activates or makes this functionality using mobile terminals to interact with Viber.com and the Viber apps.

112. Defendants instruct users of Viber.com and the Viber apps how to implement the application for setting up and viewing a personal list, viewing presence information of other users, establishing communications with other users, viewing posted content obtained by other users and performing related actions as recited in the claims using mobile terminals (e.g., smartphones).

113. Viber provides an application enabling end users to setup and view personal lists, view presence information, establish communications, view posted content obtained by other users, publish that a photo or video has been taken, and notify other users about the photo or video, and send the photo or video to a server that enables distribution.

114. End users of Viber directly infringe claims 7, and 14 and their asserted dependent claims by using mobile terminals (e.g., smartphones) covered by these claims.

115. Viber contributes to Viber users' direct infringement of claims 7 and 14 (and their asserted dependents) of the '249 Patent by providing the Viber

application enabling end users to setup and view personal lists, view presence information, establish communications, view posted content obtained by other users, publish that a photo or video has been taken, and notify other users about the photo or video, and send the photo or video to a server that enables distribution. The application is a component of a patented apparatus and constitutes a material part of the invention.

116. Since at least receipt of GroupChatter's Original Complaint, Viber has known the Viber application is especially made or especially adapted for use in infringing the '249 Patent. The Viber application along with its relevant functionality is not a staple article or commodity of commerce suitable for substantial non-infringing use. Despite having such knowledge, Viber continues to provide application software and interfaces for infringing mobile terminals (e.g., phones, tablets, computers) and induce, deploy, encourage, aid, and abet others to directly infringe the asserted claims of the '249 Patent.

117. The Viber application, including the particular software components provided by Viber that provide the accused functionality and carry out the operations described here, has no substantial non-infringing use. Viber designed the software components, maintains and develops them, and intends they be used, for infringing the '249 Patent. The application software components have no

purpose other than infringement.

118. Viber designed and developed Viber.com, the Viber applications, Public Accounts, and Viber Apps, including their associated subsystems, to be implemented by a processor to enable a Viber user to view content and lists of users and their availability to communicate.

119. The purpose of the application software is to deliver functionality to a user enabling her to setup and view a personal list which includes other users of other mobile terminals; view presence information which indicates availability of the other users of other mobile terminals; establish communications with one or more other users of other mobile terminals; and view posted content obtained by at least one of the other users.

120. A further purpose of the application software is to publish that a photo or video has been taken by a user and send the photo or video to a Viber server for subsequent distribution to other users of other mobile terminals upon their accepting a notification of the photo or video.

121. Since it became aware of the '249 Patent, Viber has made no effort to modify the accused products in a way that would avoid infringement or deactivate infringing features.

122. Viber's analysis and knowledge of the '249 Patent combined with its

knowledge of how the application is used and Viber's ongoing activity including with mobile device manufacturers demonstrates Viber's knowledge and intent that the application will be combined with other hardware and software to infringe the '249 Patent.

123. Viber is on notice and has known since GroupChatter's Original Complaint that GroupChatter contends that the Viber applications are especially made or especially adapted for use in infringing the '249 Patent and how these applications allegedly infringe the asserted claims of the '249 Patent.

124. Viber's knowledge of the '249 Patent and GroupChatter's infringement allegations against Viber combined with its knowledge of the Viber accused products and how they are used to infringe the '249 Patent, consistent with Viber's instructions, demonstrate Viber's specific intent to induce Viber users to infringe the '249 Patent.

125. Viber has known since the Original Complaint the specific conduct that GroupChatter contends infringe the '249 Patent.

126. Viber has detailed knowledge about the specific functionality in its products that GroupChatter has identified as infringing the asserted claims of the '249 Patent, and Viber has had such knowledge since receipt of GroupChatter's Original Complaint.



127. Since receiving GroupChatter's Original Complaint, Viber has not changed or altered its products to avoid infringement of the '249 Patent.

128. Since the Original Complaint, Viber promoted, sold and encouraged its users to download version 6.5 of its product.

129. Viber introduced and promoted the "Public Accounts" features in November 2016.

130. The "Public Accounts" features that Viber offered its users allowed its users to view and rate content of public posts of "brands" or businesses.

131. Since receiving GroupChatter's Original Complaint, Viber introduced and promoted the "Public Accounts" features that Viber offered allowed its users to view posted content obtained by other users.

132. Viber recently provided users with a quicker way to post videos and pictures with its "tap-tap-send" functionality.

133. The Viber apps along with their relevant functionality are not a staple article or commodity of commerce suitable for substantial non-infringing use.

134. Viber provides applications and interfaces for mobile terminals (e.g., phones, tablets, computers) and encourages end users to use Viber in ways that infringe the '249 Patent.

135. GroupChatter has been damaged as a result of Viber's infringing

conduct described in Count 1. Defendants are liable to GroupChatter in an amount that adequately compensates it for their infringement, which amount, by law, can be no less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**COUNT 2**  
**WILLFUL INFRINGEMENT OF THE '249 PATENT**

GroupChatter incorporates paragraphs 1 through 135 herein by reference.

136. Since filing and Viber's receipt of GroupChatter's Original Complaint, Viber's infringement of the '249 Patent has been and continues to be willful.

137. With knowledge and reason to know of facts that would lead a reasonable person to realize her actions were risky, Viber continued to commit, direct commission, and undertake to expand the extent of the acts GroupChatter contends infringe the '249 Patent.

138. Viber has known since the Original Complaint the specific conduct that GroupChatter contends infringe the '249 Patent.

139. Since receiving GroupChatter's Original Complaint, Viber has made no effort to instruct users to use the Viber application in any way that would avoid infringement.

140. Since receiving GroupChatter's Original Complaint, Viber has made

no effort to modify the functionality described above in Count 1 in order to avoid infringing the '249 Patent.

141. Viber has detailed knowledge about the specific functionality in its products that GroupChatter has identified as infringing the asserted claims of the '249 Patent, and Viber has had such knowledge since receipt of GroupChatter's Original Complaint.

142. Since receiving GroupChatter's Original Complaint, Viber has made no effort to avoid infringing the '249 Patent.

143. Since receiving GroupChatter's Original Complaint, Viber has not changed or altered its products to avoid infringement of the '249 Patent.

144. Since receiving the Original Complaint, Viber has made no effort to change, deactivate, or remove software modules, code, or components of the accused instrumentality that enable the functionality that GroupChatter contends infringe the '249 Patent.

145. Since receiving GroupChatter's Original Complaint, Viber has not altered its instructions to users or provided updated or revised instructions to users directing them to configure or use the Viber platform or products in a manner designed to avoid infringing the '249 Patent.

146. Since the Original Complaint, Viber promoted, sold and encouraged

its users to download version 6.5 of its product.

147. After receiving GroupChatter's Original Complaint, Viber introduced and promoted the "Public Accounts" features.

148. The "Public Accounts" features that Viber offered its users allowed its users to view and rate content of public posts of "brands" or businesses.

149. After receiving GroupChatter's Original Complaint, Viber introduced and promoted the "Public Accounts" features that Viber offered allowed its users to view posted content obtained by other users.

150. After receiving the Original Complaint, Viber continued to promote the ability to quickly and easily post content for others to view, rate and comment on by making such use easier.

151. Since it received the Original Complaint, Viber provided users with a quicker way to post videos and pictures with its "tap-tap-send" functionality.

152. Since receiving the Original Complaint, Viber encouraged its users and marketed its features which allow users to post videos and pictures.

153. Viber has provided no instructions to its users about how to avoid infringing the '249 Patent.

154. Viber's post-suit actions with respect to the asserted claims are reckless, at least, and carried out without regard for GroupChatter's patent rights.

155. Enhanced damages under 35 U.S.C. § 285 are appropriate in this case in light of Viber's willful infringement.

**COUNT 3  
INFRINGEMENT OF U.S. PATENT NO. 8,588,207**

156. GroupChatter incorporates paragraphs 1 through 155 herein by reference.

157. GroupChatter is the owner, by assignment, of U.S. Patent No. 8,588,207 (the "'207 Patent"), titled "METHOD AND APPARATUS FOR EFFICIENT AND DETERMINISTIC GROUP ALERTING."

158. A true and correct copy of the '207 Patent is attached as Exhibit B.

159. As the owner of the '207 Patent, GroupChatter holds all substantial rights in and under the '207 Patent, including the right to grant sublicenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

160. The United States Patent Office granted the '207 Patent on November 19, 2013.

161. The '207 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

162. Defendant practices one or more claims of the '207 Patent, including at least claims 1, 2, 3, 5, 6, 8, 9, 11, and 12, by making, using, monetizing, testing,

offering for sale, selling, and/or importing the Accused Systems for operation as a deterministic group messaging system used by Viber users to exchange group messages over wireless networks (e.g., cellular, Wi-Fi, WiMAX, wireless broadband).

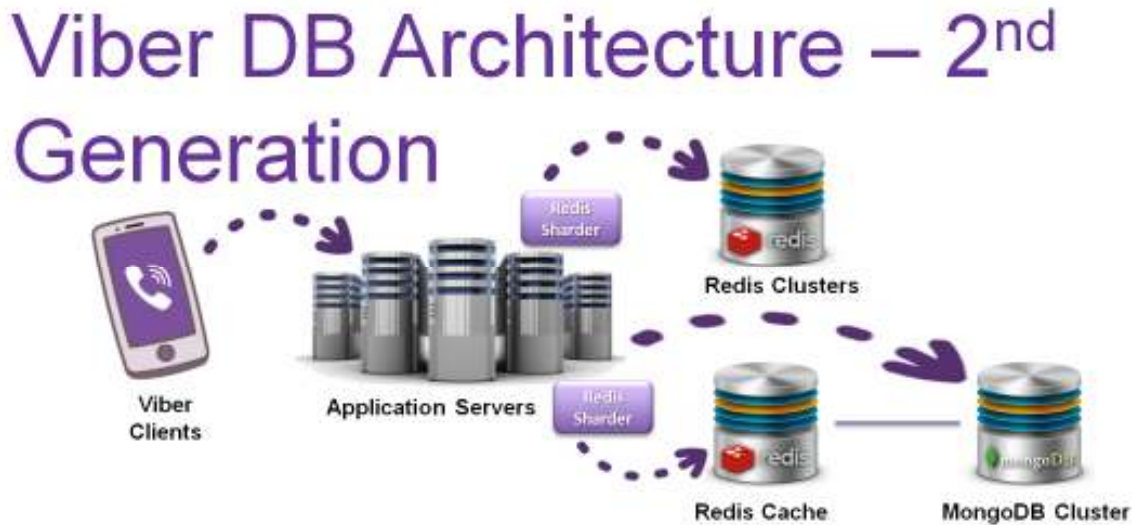
163. Viber has directly infringed and continue to infringe the '207 Patent by deploying, testing, using, providing, monetizing, and operating the Accused Systems to provide acknowledged group messaging to users and perform acknowledged group messaging.

164. The Accused Systems provide users the ability to start group conversations and exchange messages among members of a group using mobile devices operating on wireless networks.

165. Viber IDs are part of a user's profile. Defendant uses this information to help Viber users find other Viber users and to organize a user's information within the Viber infrastructure (e.g., on Viber servers):

166. From within the Viber app, a user selects the "New Group" button to create a group. Once the group members are selected, one of the "Chat Admins" may change the group identifier or "Group Name" and include additional members having recipient identifiers.

167. Group information is stored on Viber servers:



168. In the context of the Asserted Claims, a Viber app may act as network client to transmit to the Viber infrastructure (e.g., a Viber server) a request for wireless transmission of a group message.

169. Viber transmits group information related to the group address, group membership, and/or recipient identifying information via the Viber infrastructure to a network client (e.g., Viber app).

170. The Accused Systems broadcast group messages to members via wireless networks such as cellular or Wi-Fi networks on which network client devices are operating.

171. The Accused Systems receive acknowledgements from group members via the user's wireless network (e.g., Wi-Fi network or cellular network). For example, a message-initiating user will see when her message is delivered and

when the recipient user sees it.

172. Viber tracks and updates a message's status from "Delivered" to "Seen" when appropriate. Users may respond to group messages with emoticons, messages, or read indicators sent from their mobile device.

173. When membership changes in a Viber group, membership data on the Viber server system is updated along with affected users' mobile devices.

174. Viber is on notice that the Viber applications are especially made or especially adapted for use in infringing the '207 Patent and how these applications infringe the asserted claims of the '207 Patent.

175. Viber's knowledge of the '207 Patent and GroupChatter's infringement allegations against Viber combined with its knowledge of the Viber accused products and how they are used to infringe the '207 Patent, consistent with Viber's instructions, demonstrate Viber's specific intent to induce Viber users to infringe the '207 Patent.

176. Viber contributes to direct infringement by providing the Viber accused product software and software components to end users, mobile device makers, network carriers, and users of the Viber accused products enabling Viber users to make a deterministic group messaging system through which they exchange group messages over communication networks.



177. Viber expects and intends for these Viber products and components to be combined with hardware (e.g., a mobile device or smart phone, laptop computer, tablet) including a processor, radio transceivers, and display and input devices to provide users the ability to view and create groups, send group messages, and receive and view responses to group messages.

178. The Viber accused product software components that provide the accused functionality and carry out the operative steps described here are designed and developed by Viber for the purpose of providing the accused functionality described here. They have no other substantial use but to infringe the '207 Patent, and Viber knows they are especially adapted for and made to infringe the '207 Patent.

179. Despite having knowledge of GroupChatter's infringement allegations and the '207 Patent, Viber continues to provide applications and interfaces for use with mobile devices, smart phones, computers, laptops, and tablets, etc.

180. Viber designed the software components, maintains and develops them, and intends they be used, for infringing the '207 Patent, consistent with Viber's instructions and the manner in which Viber knows the Accused Products will be used by Viber users.

181. Viber designed and developed the Viber accused products, including

the particular software components and systems that carry out the infringing functions, to be implemented in a system for deterministic group messaging as claimed in the asserted claims.

182. The primary purpose of the Viber accused product software components is to provide acknowledged group messaging over a wireless network by storing and providing recipient and group information, recipient and group identifiers, and group membership data and enable wireless transmission of group messages, monitoring for responsive transmissions and store acknowledgement data relating to group members which data may include indication of a response, when a message has been received, or when a response has been read by a recipient.

183. A further related purpose of the Viber accused product software components is to enable a user to update group and recipient identifiers, group membership, and propagate such updated information to mobile devices on the network.

184. The sole purpose of the Viber accused product software components accused here is to infringe the '207 Patent, and since this case was filed Viber has made no effort to change or modify the software to avoid infringement.

150. Viber's knowledge of the '207 Patent combined with its knowledge of

how the application is used and Viber's collaboration with other software providers, app makers, mobile device manufacturers and developers demonstrate Viber's knowledge and intent that the application will be combined with other hardware and software to infringe the '207 Patent.

185. Viber has detailed knowledge about its specific conduct that infringes the '207 Patent and has had such knowledge since receipt of GroupChatter's Original Complaint.

186. Since receiving GroupChatter's Original Complaint, Viber has continued to support software modules and components of the accused instrumentality that perform the claimed methods or otherwise infringe the asserted claims of the '207 Patent.

187. Since receiving GroupChatter's Original Complaint, Viber promoted, sold and encouraged its users to download version 6.5 of its product.

188. Since receiving GroupChatter's Original Complaint, Viber introduced "Public Accounts."

189. The "Public Accounts" feature allows users to view and rate content of public posts by "brands" or businesses.

190. Viber continues to promote the ability to quickly and easily send videos and pictures to group message recipients.

191. Since receiving GroupChatter's Original Complaint, Viber has provided users with a quicker way to share videos and pictures with its "tap-tap-send" functionality.

192. Since receiving GroupChatter's Original Complaint, Viber has continued to encourage its users and marketed its features which allow users to share videos and pictures.

193. Defendants' infringing conduct described in this Count has damaged GroupChatter. Viber is liable to GroupChatter in an amount that adequately compensates it for infringement, which, by law, can be no less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**COUNT 4**  
**WILLFUL INFRINGEMENT OF THE '207 PATENT**

194. GroupChatter incorporates paragraphs 1 through 193 herein by reference.

195. Since filing and Viber's receipt of GroupChatter's Original Complaint, Viber's infringement of the '207 Patent has been and continues to be willful.

196. With knowledge and reason to know of facts that would lead a reasonable person to realize her actions were risky, Viber continued to commit,

direct commission, and undertake to expand the extent of the acts GroupChatter contends infringe the '207 Patent.

197. Viber has known since the Original Complaint the specific conduct that GroupChatter contends infringe the '207 Patent.

198. Since receiving GroupChatter's Original Complaint, Viber has made no effort to instruct users to use the Viber application in any way that would avoid infringement.

199. Since receiving GroupChatter's Original Complaint, Viber has made no effort to modify the functionality described above in Count 3 in an effort to avoid infringing the '207 Patent.

200. Since receiving GroupChatter's Original Complaint, Viber has not provided instructions to users about how to avoid infringing the '207 Patent.

201. Viber has detailed knowledge about the specific functionality in its products that GroupChatter has identified as infringing the asserted claims of the '207 Patent, and Viber has had such knowledge since receipt of GroupChatter's Original Complaint.

202. Since receiving GroupChatter's Original Complaint, Viber has made no effort to avoid infringing the '207 Patent.

203. Since receiving GroupChatter's Original Complaint, Viber has not

changed or altered the functionality of its products to avoid infringement of the '207 Patent.

204. Since receiving the Original Complaint, Viber has made no effort to change, deactivate, or remove software modules, code, or components of the accused instrumentality that enable the functionality that GroupChatter contends infringe the '207 Patent.

205. Since receiving GroupChatter's Original Complaint, Viber has not altered its instructions to users or provided updated or revised instructions to users directing them to configure or use the Viber platform or products in a manner designed to avoid infringing the '207 Patent.

206. Since the Original Complaint, Viber promoted, sold and encouraged its users to download version 6.5 of its product.

207. After receiving GroupChatter's Original Complaint, Viber introduced and promoted the "Public Accounts" features.

208. The "Public Accounts" features that Viber offered its users allowed its users to view and rate content of public posts of "brands" or businesses and businesses to communicate with large numbers of their customers through group messages.

209. After receiving GroupChatter's Original Complaint, Viber introduced

and promoted the “Public Accounts” feature that expands the use of group messaging and collection of metrics based upon responses from users.

210. Since it received the Original Complaint, Viber provided users with a quicker way to post videos and pictures with its “tap-tap-send” functionality.

211. Since receiving the Original Complaint, Viber encouraged its users and marketed its features which allow users to post videos and pictures.

212. Viber’s post-suit actions with respect to the asserted claims are reckless, at least, and carried out without regard for GroupChatter’s patent rights.

213. Enhanced damages under 35 U.S.C. § 285 are appropriate in this case in light of Viber’s willful infringement.

**COUNT 5**  
**INFRINGEMENT OF U.S. PATENT NO. 9,014,659**

214. GroupChatter incorporates paragraphs 1 through 213 herein by reference.

215. GroupChatter is the owner, by assignment, of U.S. Patent No. 9,014,659 (the “’659 Patent”), titled “METHOD AND APPARATUS FOR EFFICIENT AND DETERMINISTIC GROUP ALERTING.”

216. A true and correct copy of the ’659 Patent is attached as Exhibit C.

217. As the owner of the ’659 Patent, GroupChatter holds all substantial rights in and under the ’659 Patent, including the right to grant sublicenses,

exclude others, and to enforce, sue, and recover damages for past and future infringement.

218. The United States Patent Office granted the '659 Patent on April 21, 2015.

219. The '659 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

220. Viber is practicing one or more claims of the '659 Patent, including at least claims 1, 2, 3, 4, 5, 7, 8, 10, 11, 12, 13, 14, 16, and 17, by making, using, offering for sale, monetizing, selling, and/or importing the Accused Systems that provide a deterministic group messaging system to Viber users who exchange group messages over wireless networks (e.g., cellular, Wi-Fi, WiMAX, or wireless broadband).

221. Viber has directly infringed and continues to infringe the '659 Patent by deploying, testing, using, monetizing, and operating the Accused Systems to provide acknowledged group messaging to users and perform acknowledged group messaging.

222. Viber has indirectly infringed the '659 Patent by contributing to and inducing infringement by Viber users at least since September 22, 2016.

223. The Accused Systems operate on computers, desktop computers,



laptops, smartphones, tablets, and mobile devices and communicate using cellular and/or Wi-Fi networks. Such hardware having the Viber apps installed are included in the definition of “Accused Systems.”

224. Accused Systems provide Viber users the ability to start group conversations and exchange messages among members of a group via mobile devices operating on wireless networks.

225. Viber stores on its servers data relating to recipients, groups created by users, and group membership information.

226. Viber IDs are part of a user’s profile. Defendant use this information to help Viber users find other Viber users and to organize a user’s information internally on the Viber servers.

227. Viber provides to mobile devices running Viber app(s) group information such as group membership and recipient identifying data stored on the Viber server infrastructure.

228. A user selects the “New Group” button to create a group having a group identifier or “Group Name” and include members having recipient identifiers.

229. Viber transmits Group messages wirelessly to mobile devices corresponding to each recipient in the selected group.

230. Mobile devices running a Viber app or accessing the Viber System via a web browser receive a group message and respond with acknowledgement of receipt, an alphanumeric text reply, and/or indication the group message has been received but not read by the user.

231. Viber stores acknowledgement data for each group member in memory.

232. Enabling the Viber “Online” Status option will make a user’s online status visible to other users, and disabling the option will hide a user’s online status and the status of other users.

233. The Viber “Using App” Status option let’s a user’s Viber contacts know when the user is Vibering.

234. The Viber “Seen” Status displays the “seen” status when other users have seen the user’s messages and will display the “seen” status to other users when their messages have been seen.

235. Viber sends messages to the Accused System’s network clients based on stored acknowledgement data.

236. The Accused Viber System broadcasts group messages to users via the users’ wireless networks (e.g., cellular or Wi-Fi networks).

237. The Accused Viber System receives acknowledgement responses

from group members via the wireless network used by a user's device.

238. The Accused Viber Systems provide acknowledgement responses indicating to the network client who has seen the group message. For example, a message-initiating user will see when her message is delivered and when the recipient sees it.

239. Users may respond to group messages in Viber with stickers, emoticons, messages, or read indicators sent from their mobile device.

240. When membership changes in a Viber group, Defendant updates membership data on the Viber infrastructure (e.g., Viber servers) and any user's device (e.g., phone or computer) that may be affected by the change.

241. The Accused Viber System provides acknowledged group messaging.

242. Viber servers store recipient identifiers for each group member, a group identifier corresponding to recipient groups, and information about membership of recipients in the recipient groups.

243. Viber stores group information on user devices having the Viber application installed.

244. When a group message is initiated, the Viber client application within the Accused Systems causes wireless transmission of the group message to mobile devices corresponding to group recipients. In turn, mobile devices receiving the

group message transmit a response.

245. In operation, the Viber client application in the Accused Systems monitors group message information relayed by Viber infrastructure (e.g., servers) for group message responses. The client application stores acknowledgement data and message status information for each group member.

246. Viber operates on smartphones, laptops, tablets, and other mobile devices and may communicate using cellular and/or Wi-Fi networks.

247. Viber provides users the ability to start group conversations and exchange messages among members of a group via mobile devices operating on wireless networks.

248. Viber stores on its servers data relating to recipients, groups created by users, and group membership information.

249. Viber Usernames and User IDs are part of a user's public profile. Viber uses this information to help people find users and to organize a user's information internally on the Viber servers.

250. Group information such as group membership and recipient identifying data stored on the Viber servers is provided to mobile devices running the Viber client application.

251. Viber instructs and encourages end users of the Viber Accused

Systems to use the Viber Group Chat features.

252. Viber is on notice of the Asserted Patents and the conduct by Viber and its end users and customers that infringes them.

253. Viber is on notice that the Viber applications are especially made or especially adapted for use in infringing the '659 Patent and how these applications infringe the asserted claims of the '659 Patent.

254. Viber has detailed knowledge about its specific conduct that GroupChatter contends infringes the '659 Patent and has had such knowledge since receipt of GroupChatter's Original Complaint.

255. Viber knowingly induces others, namely Viber business customers and end users, to infringe the '659 asserted claims by encouraging, aiding, and abetting the use, deployment, installation, and operation of the Viber application and platform.

256. Viber has been aware of the GroupChatter Asserted Patents at least since the filing of this suit and has had specific knowledge of its infringing conduct. Despite having such knowledge, Viber continues to sell, deploy, test, use, and encourage, aid, and abet others to directly infringe the asserted claims of the '659 Patent.

257. Since GroupChatter filed its Original Complaint on September 22, 2016, Viber has known about the '659 Patent and the specific infringing acts alleged by GroupChatter.

258. Viber induces its users to directly infringe the '659 Patent by encouraging, aiding, and abetting the use, deployment, installation, and operation of the Viber accused products by providing detailed, step-by-step instructions to Viber users through online tutorials and user guides.

259. Viber's step-by-step instructions direct users of the Viber accused products to perform the functions and carry out the operations described here.

260. Since learning about the '659 Patent, GroupChatter's infringement allegations, and the specific acts accused of infringing the '659 Patent, Viber has made no effort to modify its instructions or the Viber accused products to avoid infringement.

261. Viber has not deactivated the functionality of the Viber application or platform identified in GroupChatter's Complaint as infringing the '659 Patent.

262. Viber has provided no instructions to Viber users about how to avoid infringing the '659 Patent.

263. Viber knowledge of the '659 Patent and GroupChatter's infringement allegations against the Viber accused products combined with its knowledge of the

Viber accused products and how they are used to infringe the '659 Patent, consistent with Viber's instructions, demonstrate Viber's specific intent to induce Viber users to infringe the '659 Patent.

264. Viber contributes to direct infringement by providing the accused product software and software components to mobile device makers, network carriers, and users of the Viber accused products enabling Viber users to make a deterministic group messaging system through which they exchange group messages over communication networks.

265. Viber knows and intends for these Viber accused product components will be combined with hardware (e.g., a mobile device or smart phone, laptop computer, tablet) including a processor, radio transceivers, and display and input devices to provide users the ability to view and create groups, send group messages, receive and view responses to group messages, and determine a type of message to send based upon acknowledgement data.

266. The Viber accused product software components that provide the accused functionality and carry out the operative steps described here are designed and developed by Viber for the purpose of providing the accused functionality described here. They have no other substantial use but to infringe the '659 Patent, and Viber knows they are especially adapted for and made to infringe the '659

Patent.

267. Despite having knowledge of GroupChatter's infringement allegations and the '659 Patent, Viber continues to provide applications and interfaces for use with mobile devices, smart phones, computers, laptops, and tablets, etc.

268. Viber designed the software components, maintains and develops them, and intends they be used, for infringing the '659 Patent, consistent with Viber's instructions and the manner in which Viber knows the accused products will be used by Viber users.

269. Viber designed and developed the Viber accused products, including the particular software components and systems that carry out the infringing functions, to be implemented in a system for deterministic group messaging as claimed in the asserted claims.

270. The primary purpose of the Viber accused product software components is to provide acknowledged group messaging over a wireless network by storing and providing recipient and group information, recipient and group identifiers, and group membership data and enable wireless transmission of group messages, monitoring for responsive transmissions and store acknowledgement data relating to group members which data may include indication of a response, when a message has been received, or when a response has been read by a



recipient.

271. A further related purpose of the Viber accused product software components is to enable determining a type of message to send to a recipient or group of recipients based upon stored message acknowledgement data and wirelessly transmitting the message.

272. A further related purpose of the Viber accused product software components is to enable a user to update group and recipient identifiers, group membership, and propagate such updated information to mobile devices on the network.

273. These are the only substantial uses for the Viber Accused Product software components, and they infringe the '659 Patent.

274. Since this case was filed Viber has made no effort to change or modify the Viber accused product software to avoid infringement.

275. Viber's knowledge of the '659 Patent combined with its knowledge of how the application is used and Viber's collaboration with mobile device manufacturers, software providers, app makers, and developers demonstrate Viber's knowledge and intent that the application will be combined with other hardware and software to infringe the '659 Patent.

276. Viber continues to support software modules and components of the

Viber applications that enable the functionality accused of infringing the '659 Patent.

277. Since receiving the Original Complaint, Viber continues to promote, sell, and encourage and direct users to download and use Version 6.5.

278. Viber promotes the ability to quickly and easily send videos and pictures to group message recipients.

279. Viber recently provided quicker way to share videos and pictures with its "tap-tap-send" functionality.

280. As a result of Viber's infringing conduct described in this Count, GroupChatter has been damaged. Defendants are liable to GroupChatter in an amount that adequately compensates it for Defendant infringement, which, by law, can be no less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**COUNT 6**  
**WILLFUL INFRINGEMENT OF THE '659 PATENT**

281. GroupChatter incorporates paragraphs 1 through 280 herein by reference.

282. Since filing and Viber's receipt of GroupChatter's Original Complaint, Viber's infringement of the '659 Patent has been and continues to be willful.

283. With knowledge and reason to know of facts that would lead a reasonable person to realize her actions were risky, Viber continued to commit, direct commission, and undertake to expand the extent of the acts GroupChatter contends infringe the '659 Patent.

284. Viber has known since the Original Complaint the specific conduct that GroupChatter contends infringe the '659 Patent.

285. Since receiving GroupChatter's Original Complaint, Viber has made no effort to instruct users to use the Viber application in any way that would avoid infringement.

286. Since receiving GroupChatter's Original Complaint, Viber has made no effort to modify the functionality described above in Count 5 in an effort to avoid infringing the '659 Patent.

287. Since receiving GroupChatter's Original Complaint, Viber has continued to perform the acts and promote the functionality that GroupChatter alleges infringes the '659 Patent.

288. Viber has detailed knowledge about the specific functionality in its products that GroupChatter has identified as infringing the asserted claims of the '659 Patent, and Viber has had such knowledge since receipt of GroupChatter's Original Complaint.

289. Since receiving GroupChatter's Original Complaint, Viber has made no effort to avoid infringing the '659 Patent.

290. Since receiving GroupChatter's Original Complaint, Viber has not provided instructions to users about how to avoid infringing the '659 Patent.

291. Since receiving GroupChatter's Original Complaint, Viber has not changed or altered its products to avoid infringement of the '659 Patent.

292. Since receiving the Original Complaint, Viber has made no effort to change, deactivate, or remove software modules, code, or components of the accused instrumentality that enable the functionality that GroupChatter contends infringe the '659 Patent.

293. Since receiving GroupChatter's Original Complaint, Viber has not altered its instructions to users or provided updated or revised instructions to users directing them to configure or use the Viber platform or products in a manner designed to avoid infringing the '659 Patent.

294. Since the Original Complaint, Viber promoted, sold and encouraged its users to download version 6.5 of its product.

295. After receiving GroupChatter's Original Complaint, Viber introduced and promoted the "Public Accounts" features.

296. The "Public Accounts" feature that Viber offers businesses enables

broadcasting to large groups of customers and potential customers.

297. Since receiving GroupChatter's Original Complaint, Viber has not changed the way the system sends messages to the Accused System's network clients based on stored acknowledgement data.

298. Since receiving GroupChatter's Original Complaint, Viber has not deactivated or limited in any way the functionality of the Viber system to broadcast group messages to users via the users' wireless networks (e.g., cellular or Wi-Fi networks).

299. Since receiving GroupChatter's Original Complaint, Viber has not deactivated or limited in any way the functionality of the accused Viber system and its ability to receive acknowledgement responses from group members via the wireless network used by a user's device.

300. The Accused Viber Systems provide acknowledgement responses indicating to the network client who has seen the group message, and since receiving GroupChatter's Original Complaint, Viber has not deactivated or limited this functionality in any way.

301. Since receiving GroupChatter's Original Complaint, Viber has expanded and grown its provision of stickers, emoticons, messages, or read indicators that users can send from their mobile devices.

302. Since receiving GroupChatter's Original Complaint, Viber has not deactivated or limited in any way the functionality in Viber that enables membership changes in a Viber group and updates across the Viber infrastructure and user devices that may be affected by the change.

303. Since it received the Original Complaint, Viber provided users with a quicker way to post videos and pictures with its "tap-tap-send" functionality.

304. Since receiving the Original Complaint, Viber encouraged its users and marketed its features which allow users to post videos and pictures.

305. Viber's post-suit actions with respect to the asserted claims are reckless, at least, and carried out without regard for GroupChatter's patent rights.

306. Enhanced damages under 35 U.S.C. § 285 are appropriate in this case in light of Viber's willful infringement.

**COUNT 7**  
**INFRINGEMENT OF U.S. PATENT NO. 9,294,888**

307. GroupChatter incorporates paragraphs 1 through 306 herein by reference.

308. GroupChatter is the owner, by assignment, of U.S. Patent No. 9,294,888 (the "'888 Patent"), titled "METHOD AND APPARATUS FOR EFFICIENT AND DETERMINISTIC GROUP ALERTING."

309. A true and correct copy of the '888 Patent is attached as Exhibit D.

310. As the owner of the '888 Patent, GroupChatter holds all substantial rights in and under the '888 Patent, including the right to grant sublicenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

311. The United States Patent Office granted the '888 Patent on March 22, 2016.

312. The '888 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

313. Defendant are practicing one or more claims of the '888 Patent, including at least claims 1, 2, 3, 4, 5, 10, 11, 12, 13, and 14, by making, testing, importing, deploying, using, and/or monetizing the Viber Accused System and subsystems that provide a deterministic group messaging system through which Viber users exchange group messages over wireless networks (e.g., cellular, Wi-Fi, WiMAX, and wireless broadband).

314. Viber has directly infringed and continues to infringe the '888 Patent by deploying, testing, deploying, importing, monetizing, using, or operating the Accused Systems to provide acknowledged group messaging to users and perform acknowledged group messaging.

315. Viber has indirectly infringed the '888 Patent by contributing to and

inducing infringement by Viber users since September 22, 2016.

316. Accused System components (e.g., Viber apps) operate on desktop computers, smartphones, laptops, tablets, and mobile devices that communicate using cellular and/or Wi-Fi networks.

317. The Accused System provides users the ability to start group conversations and exchange messages among members of a group via mobile devices operating on wireless networks.

318. Viber stores on Viber infrastructure (e.g., servers) data relating to recipients, groups created by users, and group membership information.

319. Viber IDs are part of a user's profile. Defendant provides this information to help users find other available Viber users. Viber collects and organizes user information internally on the Viber servers.

320. Viber provides group information (e.g., group membership and recipient identifying data stored on the Viber servers) to mobile devices running the Viber client application within the Accused Systems.

321. A user selects the "New Group" button to create a group having a group identifier or "Group Name" and include members having recipient identifiers.

322. Viber wirelessly transmits group messages to mobile devices



corresponding to each recipient in the selected group.

323. Mobile devices running a Viber client application receive a group message and respond with acknowledgement of receipt, an alphanumeric text reply, and/or indication the group message has been received but not read by the user.

324. Viber stores acknowledgement data (e.g., confirmation of receipt, a read receipt, or indication a reply was sent) in memory.

325. Viber sends messages to client applications within the Accused Systems based on stored acknowledgement data.

326. The Accused System broadcasts group messages to members via wireless networks (e.g., cellular or Wi-Fi networks) on which network client devices are operating.

327. The Accused Systems receive acknowledgement responses from group members via the wireless network being used by the respective Viber user's device.

328. For example, a message-initiating user will see when her message is delivered and when the recipient user sees it.

329. Users send personal messages using the Accused Systems.

330. Viber provides users the ability to start group conversations and

exchange messages among members of a group via mobile devices operating on wireless networks.

331. Viber stores on its servers data relating to recipients, groups created by users, and group membership information.

332. Viber Usernames and User IDs are part of a user's public profile. Viber uses this information to help people find users and to organize a user's information internally on the Viber servers.

333. Group information such as group membership and recipient identifying data stored on the Viber servers is provided to mobile devices running Viber.

334. Viber provides acknowledgement responses indicating to the network client who has seen the group message and who among group members has not.

335. Users may respond to group messages in Viber with emoticons, messages, or read indicators sent from their mobile device.

336. When membership changes in a Viber group, the Accused Systems update membership data on the Viber server systems along with affected users' mobile devices.

337. Viber provides acknowledged group messaging.

338. Viber servers store recipient identifiers for each group member, a

group identifier corresponding to recipient groups, and information about membership of recipients in the recipient groups.

339. Viber stores group information on a user's mobile device(s).

340. When a group message is initiated, a user's client application within the Accused System causes wireless transmission of a group message to mobile devices corresponding to group recipients. Mobile devices receiving the group message transmit a response.

341. In operation, a Viber client application monitors group message information relayed by Viber servers for group message responses and stores acknowledgement data comprising an indication that the group message was received, a group message was read, or a reply was sent by the recipient.

342. Viber encourages its users and customers to use the Group Chat features of Viber.com and the Viber apps.

343. Viber is on notice of GroupChatter's '888 Patent and the conduct by Viber and its end users that GroupChatter alleges infringes the asserted claims of the '888 Patent.

344. Viber is on notice that the Viber applications are especially made or especially adapted for use in infringing the '888 Patent and how these applications infringe the asserted claims of the '888 Patent.

345. Viber knowingly induces others, namely Viber users and business customers, to infringe the '888 asserted claims by encouraging, aiding, and abetting the use, deployment, installation, and operation of the Viber accused products.

346. Viber has been aware of the GroupChatter Asserted Patents at least since the filing of this suit and has had specific knowledge of its infringing conduct. Despite having such knowledge, Viber continues to sell, deploy, test, use, and encourage, aid, and abet others to directly infringe the asserted claims of the '888 Patent.

347. Viber induces its users to directly infringe the '888 Patent by encouraging, aiding, and abetting the use, deployment, installation, and operation of the Viber accused products by providing detailed, step-by-step instructions to Viber users through online tutorials and user guides.

348. Viber's step-by-step instructions direct users of the Viber accused products to perform the functions and carry out the operations described here.

349. Since learning about the '888 Patent, GroupChatter's infringement allegations, and the specific acts accused of infringing the '888 Patent, Viber has made no effort to modify its instructions or the Viber accused products to avoid infringement.

350. Viber has not deactivated the functionality of the Viber accused products identified in GroupChatter's Complaint as infringing the '888 Patent.

351. Viber has provided no instructions to Viber users about how to avoid infringing the '888 Patent.

352. Viber's knowledge of the '888 Patent and GroupChatter's infringement allegations against the Viber accused products combined with its knowledge of the Viber accused products and how they are used to infringe the '888 Patent, consistent with Viber's instructions, demonstrate Viber's specific intent to induce Viber users to infringe the '888 Patent.

353. Viber contributes to direct infringement by providing the accused product software and software components to mobile device makers, app makers, software providers, and users of the Viber accused products enabling Viber users to make a deterministic group messaging system through which they exchange group messages over communication networks.

354. Viber knows and intends for these Viber accused product components will be combined with hardware (e.g., a mobile device or smart phone, laptop computer, tablet) including a processor, radio transceivers, and display and input devices to provide users the ability to view and create groups, send group messages, receive and view responses to group messages, and send group

messages via Wi-Fi, WiMAX, or cellular networks.

355. The Viber accused product software components that provide the accused functionality and carry out the operative steps described here are designed and developed by Viber for the purpose of providing the accused functionality described here. They have no other substantial use but to infringe the '888 Patent, and Viber knows they are especially adapted for and made to infringe the '888 Patent.

356. Despite having knowledge of GroupChatter's infringement allegations and the '888 Patent, Viber continues to provide applications and interfaces for use with mobile devices, smart phones, computers, laptops, and tablets, etc.

357. Viber designed and developed the Viber accused products, including the particular software components and systems that carry out the infringing functions, to be implemented in a system for deterministic group messaging as claimed in the asserted claims.

358. Viber designed the software components, maintains and develops them, and intends they be used, for infringing the '888 Patent, consistent with Viber's instructions and the manner in which Viber knows the accused products will be used by Viber users.

359. Viber designed and developed the software components to be used in

accordance with Viber's instructions and in combination with wireless communication networks.

360. Viber tests the accused products to ensure operability on mobile devices and networks.

361. The primary purpose of the accused product software components is to provide acknowledged group messaging over a wireless network by storing and providing recipient and group information, recipient and group identifiers, and group membership data and enable wireless transmission of group messages, monitoring for responsive transmissions and store acknowledgement data relating to group members which data may include indication of a response, when a message has been received, or when a response has been read by a recipient.

362. A further related purpose of the accused product software components is to enable determining a type of message to send to a recipient or group of recipients based upon stored message acknowledgement data and wirelessly transmitting the message.

363. A further related purpose of the accused product software components is to enable a user to update group and recipient identifiers, group membership, and propagate such updated information to mobile devices on the network.

364. These are the only substantial uses for the Viber accused product

software components, and they infringe the '888 Patent.

365. Since this case was filed Viber has made no effort to change or modify the Viber accused product software to avoid infringement.

366. Viber's knowledge of the '888 Patent combined with its knowledge of how the application is used and Viber's collaboration with mobile device manufacturers, app makers, software providers, and developers demonstrate Viber's knowledge and intent that the application will be combined with other hardware and software to infringe the '888 Patent.

367. Since receiving GroupChatter's Original Complaint, Viber has promoted, sold and encouraged its users to download version 6.5 of its product.

368. Viber continues to promote the ability to quickly and easily send videos and pictures to group message recipients.

369. Since receiving GroupChatter's Original Complaint, Viber recently provided its users with quicker way to share videos and pictures with its "tap-tap-send" functionality.

370. GroupChatter has been damaged as a result of Viber's infringing conduct. Viber is liable to GroupChatter in an amount that adequately compensates it for Defendant's infringement, which, by law, can be no less than a reasonable royalty, together with interest and costs as fixed by this Court under 35



U.S.C. § 284.

**COUNT 8  
WILLFUL INFRINGEMENT OF THE '888 PATENT**

371. GroupChatter incorporates paragraphs 1 through 370 herein by reference.

372. Since filing and Viber's receipt of GroupChatter's Original Complaint, Viber's infringement of the '888 Patent has been and continues to be willful.

373. With knowledge and reason to know of facts that would lead a reasonable person to realize her actions were risky, Viber continued to commit, direct commission, and undertake to expand the extent of the acts GroupChatter contends infringe the '888 Patent.

374. Viber has known since the Original Complaint the specific conduct that GroupChatter contends infringe the '888 Patent.

375. Since receiving GroupChatter's Original Complaint, Viber has made no effort to modify or limit the functionality GroupChatter contends infringes the asserted claims of the '888 Patent.

376. Since receiving GroupChatter's Original Complaint, Viber has made no effort to instruct users to use the Viber application in any way that would avoid infringement.

377. Since receiving GroupChatter's Original Complaint, Viber has made no effort to modify the functionality described above in Count 7 in an effort to avoid infringing the '888 Patent.

378. Since receiving GroupChatter's Original Complaint, Viber has continued to perform the acts and promote the functionality that GroupChatter alleges infringes the '888 Patent.

379. Viber has detailed knowledge about the specific functionality in its products that GroupChatter has identified as infringing the asserted claims of the '888 Patent, and Viber has had such knowledge since receipt of GroupChatter's Original Complaint.

380. Since receiving GroupChatter's Original Complaint, Viber has made no effort to avoid infringing the '888 Patent.

381. Since receiving GroupChatter's Original Complaint, Viber has not provided instructions to users about how to avoid infringing the '888 Patent.

382. Since receiving GroupChatter's Original Complaint, Viber has not changed or altered its products to avoid infringement of the '888 Patent.

383. Since receiving the Original Complaint, Viber has made no effort to change, deactivate, or remove software modules, code, or components of the accused instrumentality that enable the functionality that GroupChatter contends

infringe the '888 Patent.

384. Since receiving GroupChatter's Original Complaint, Viber has not altered its instructions to users or provided updated or revised instructions to users directing them to configure or use the Viber platform or products in a manner designed to avoid infringing the '888 Patent.

385. Since the Original Complaint, Viber promoted, sold and encouraged its users to download version 6.5 of its product.

386. After receiving GroupChatter's Original Complaint, Viber introduced and promoted the "Public Accounts" features.

387. The "Public Accounts" feature that Viber offers businesses enables broadcasting to large groups of customers and potential customers.

388. Since receiving GroupChatter's Original Complaint, Viber has not changed the way the system sends messages to the Accused System's network clients based on stored acknowledgement data.

389. Since receiving GroupChatter's Original Complaint, Viber has not deactivated or limited in any way the functionality of the Viber system to broadcast group messages to users via the users' wireless networks (e.g., cellular or Wi-Fi networks).

390. Since receiving GroupChatter's Original Complaint, Viber has not

deactivated or limited in any way the functionality of the accused Viber system and its ability to receive acknowledgement responses from group members via the wireless network used by a user's device.

391. The Accused Viber Systems provide acknowledgement responses indicating to the network client who has seen the group message, and since receiving GroupChatter's Original Complaint, Viber has not deactivated or limited this functionality in any way.

392. Since receiving GroupChatter's Original Complaint, Viber has expanded and grown its provision of stickers, emoticons, messages, or read indicators that users can send from their mobile devices.

393. Since receiving GroupChatter's Original Complaint, Viber has not deactivated or limited in any way the functionality in Viber that enables membership changes in a Viber group and updates across the Viber infrastructure and user devices that may be affected by the change.

394. Since it received the Original Complaint, Viber provided users with a quicker way to post videos and pictures with its "tap-tap-send" functionality.

395. Since receiving the Original Complaint, Viber encouraged its users and marketed its features which allow users to post videos and pictures.

396. Viber's post-suit actions with respect to the asserted claims are

reckless, at least, and carried out without regard for GroupChatter's patent rights.

397. Enhanced damages under 35 U.S.C. § 285 are appropriate in this case in light of Viber's willful infringement.

### **NOTICE**

398. GroupChatter does not currently distribute, sell, offer for sale, or make products embodying the asserted GroupChatter Patents.

399. GroupChatter instructs its licensees to mark all licensed products sold, distributed, offered for sale, or made under license to the GroupChatter Patents and has undertaken reasonable efforts as required to comply with the notice requirements of 35 U.S.C. § 287.

### **NOTICE OF REQUIREMENT OF LITIGATION HOLD**

400. Defendants are hereby notified it is legally obligated to locate, preserve, and maintain all records, notes, drawings, documents, data, communications, materials, electronic recordings, audio/video/photographic recordings, and digital files, including edited and unedited or "raw" source material, and other information and tangible things that Defendants know, or reasonably should know, may be relevant to actual or potential claims, counterclaims, defenses, and/or damages by any party or potential party in this lawsuit, whether created or residing in hard copy form or in the form of

electronically stored information (hereafter collectively referred to as “Potential Evidence”).

401. As used above, the phrase “electronically stored information” includes without limitation: computer files (and file fragments), e-mail (both sent and received, whether internally or externally), information concerning e-mail (including but not limited to logs of e-mail history and usage, header information, and deleted but recoverable e-mails), text files (including drafts, revisions, and active or deleted word processing documents), instant messages, audio recordings and files, video footage and files, audio files, photographic footage and files, spreadsheets, databases, calendars, telephone logs, contact manager information, internet usage files, and all other information created, received, or maintained on any and all electronic and/or digital forms, sources and media, including, without limitation, any and all hard disks, removable media, peripheral computer or electronic storage devices, laptop computers, mobile phones, personal data assistant devices, Blackberry devices, iPhones, video cameras and still cameras, and any and all other locations where electronic data is stored. These sources may also include any personal electronic, digital, and storage devices of any and all of Defendants’ agents, resellers, or employees if Defendants’ electronically stored information resides there.

402. Defendants are hereby further notified and forewarned that any alteration, destruction, negligent loss, or unavailability, by act or omission, of any Potential Evidence may result in damages or a legal presumption by the Court and/or jury that the Potential Evidence is not favorable to Defendants' claims and/or defenses. To avoid such a result, Defendants' preservation duties include, but are not limited to, the requirement that Defendants immediately notify its agents and employees to halt and/or supervise the auto-delete functions of Defendants' electronic systems and refrain from deleting Potential Evidence, either manually or through a policy of periodic deletion.

### **JURY DEMAND**

403. GroupChatter hereby demands a trial by jury on all claims, issues and damages so triable.

### **PRAYER FOR RELIEF**

404. GroupChatter prays for the following relief:

- a. That Defendants be summoned to appear and answer;
- b. That the Court enter an order declaring that Defendants have infringed the '249 Patent, the '888 Patent, the '207 Patent, and the '659 Patent.
- c. That the Court grant GroupChatter judgment against Defendants

for all actual, consequential, special, punitive, increased, and/or statutory damages, including, if necessary, an accounting of all damages; pre and post-judgment interest as allowed by law; and reasonable attorney's fees, costs, and expenses incurred in this action;

- d. That Defendants be found jointly and severally liable for all damages owed to GroupChatter;
- e. That Defendants' infringement has been willful and award enhanced damages under 35 U.S.C. § 285; and
- f. That GroupChatter be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: December 16, 2016

Respectfully submitted,

By: /s/Daniel A. Kent

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**ATTORNEYS FOR PLAINTIFF**

**CERTIFICATE OF SERVICE**

I hereby certify that on this date, December 16, 2016, I electronically filed the foregoing document with the Clerk of Court using the CM/ECF system, which will automatically send e-mail notification of such filing to all attorneys of record.

/s/Daniel A. Kent  
Daniel A. Kent