

THE PARTIES

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

2. AT&T Mobility LLC is a Delaware limited liability company with a principal place of business at 5601 Legacy Drive, Building A4, Plano, Texas 75024. AT&T Mobility LLC is registered to do business in Texas and may be served through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

3. AT&T Mobility markets mobile phones and related wireless services in this district through its website (www.att.com), authorized retailers, and AT&T locations such as the AT&T store located at 4757 S. Broadway Ave, Tyler, Texas 75703.

4. AT&T Services, Inc. is a Delaware corporation with a principal place of business at 208 S. Akard Street, Dallas, Texas 75202. AT&T Services, Inc. is registered to do business in Texas and may be served through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

5. AT&T Services developed AT&T Visual Voicemail and Voicemail-to-Text application software and provides services and application downloads to end users and customers in this district and throughout the United States.

6. Defendant Cricket Wireless LLC is a Delaware limited liability company headquartered at 575 Morosgo Dr. NE, Atlanta, Georgia 30324. Cricket Wireless is registered to do business in Texas and may be served through its registered agent, CT Corporation System, 1999 Bryan St. Suite 900, Dallas, Texas 75201.

7. Cricket Wireless markets mobile phones and related wireless services in this district through its website (www.cricketwireless.com) and retail outlets such as the Cricket Wireless store located at 121 W. Southwest Loop 323, Tyler, Texas 75701.

8. In 2014, AT&T acquired Leap Wireless International Inc., which operated under the Cricket brand. Cricket was integrated with AT&T's operations to create the "new Cricket" prepaid, no-contract segment of AT&T's wireless operation. Cricket is a wholly owned subsidiary of AT&T.

9. Kyocera International, Inc. is a California corporation with a principal place of business at 8611 Balboa Ave., San Diego, California 92123. Kyocera International, Inc. is registered to do business in Texas and may be served through its registered agent, Corporation Service Company d/b/a/ CSC – Lawyers Incorporating Service, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

10. Kyocera develops, manufactures, markets, and sells wireless phones to customers and end users in this district and throughout the United States.

11. TCT Mobile Limited is a Hong Kong company having its registered office at Room 1520, Tower 6, China Hong Kong City, 33 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong. TCT Mobile Limited has a domestic address at 25 Edelman, Suite 200, Irvine, California 92618.

12. TCT Mobile (US) Inc. is a Delaware corporation with a business location at 25 Edelman, Irvine, California 92618. TCT Mobile (US) Inc. may be served through its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

13. TCT Mobile (US) Inc. is a subsidiary of TCL Corp. According to a statement posted on its website January 12, 2016 (available at <http://www.alcatel-mobile.com/global-en/news/detail?id=10418>), TCL “together with its subsidiaries and its affiliates designs, manufactures and markets an expanding portfolio of mobile and internet products and service worldwide under two key brands — ALCATEL ONETOUCH and TCL.” TCT’s Alcatel-branded products are sold throughout North America.

14. TCT Mobile (US), Inc. is the domestic subsidiary of TCL Communication Technology Holdings, Ltd and is identified on the Alcatel OneTouch website as the local office in the United States for the Alcatel OneTouch product line. TCT Mobile Limited and TCT Mobile (US), Inc. may collectively be referred to as “Alcatel.”

15. AT&T and Cricket Wireless offer postpaid and prepaid wireless voice, messaging, and data service to customers in all states and U.S. territories.

16. In connection with their provision of wireless services, AT&T and Cricket Wireless offer a selection of wireless devices, including smartphones, tablets and other mobile communication devices manufactured by Kyocera and Alcatel directly to customers through retail stores and their websites and to dealers and third-party distributors for resale through independent third-party retail outlets and third-party websites.

17. Alcatel and Kyocera market mobile devices specifically adapted for using Visual Voicemail services on AT&T and Cricket Wireless networks via Alcatel's and Kyocera's online stores, websites, and third-party resellers and distributors.

18. Kyocera, third-party resellers, distributors, and AT&T sell and offer for sale to end users and customers in this district the accused Kyocera mobile devices specifically adapted for using Visual Voicemail services on AT&T and Cricket Wireless networks.

19. AT&T is one of Kyocera's "key supply destinations" according to a 2016 SEC filing by Kyocera available at http://www.kyocera.co.jp/ir/financial/pdf/yuho16_e.pdf.

20. Kyocera and AT&T collaborated on development of the DuraForce

accused devices.

21. Under Kyocera's agreement with AT&T, Kyocera's DuraForce XD was an AT&T-exclusive and introduced, sold, and offered for sale only for the AT&T network.

22. Kyocera and AT&T operate under distribution or supply agreements under which Kyocera delivers accused mobile devices to AT&T for sale in AT&T retail outlets in this district.

23. Kyocera products are marketed by sales personnel, as well as by sales companies within the Kyocera group, and by independent distributors.

24. Kyocera's sales efforts are aimed at a high level of market penetration and efficient coverage of services for Kyocera customers.

25. Kyocera has undertaken sales and marketing efforts in or directed to individuals in this district.

26. Kyocera has regional sales representatives in strategic locations to provide technical support and sales support for customers and distributors.

27. At least one Kyocera sales representative currently resides in the district.

28. Kyocera has sales representative(s) who maintain office(s) in the district.

29. Kyocera service and repair centers (including service for its mobile

devices) operate in the district.

30. Kyocera service and repair centers perform warranty work on Kyocera products in this district.

31. Alcatel, third-party resellers, distributors, and AT&T sell and offer for sale to end users and customers in this district the accused Alcatel mobile devices specifically adapted for using Visual Voicemail services on AT&T and Cricket Wireless networks.

32. Alcatel maintains and operates Alcatel-Lucent University in this district which includes “Product and Solutions Engineering, Test Labs, Services Business Group, Technical Publications, Sales and Marketing and Customer Executive Briefing Center.”

33. Kyocera and Alcatel mobile devices are available for sale at resellers such as Best Buy in this district.

34. Kyocera and Alcatel mobile devices are available for sale at resellers such as Target in this district for use on the Cricket Wireless network.

35. Kyocera mobile devices are available for sale and are sold at AT&T and Cricket stores in this district, including in Longview, Texas.

36. Kyocera and Alcatel contract with AT&T and Cricket Wireless to sell and supply Kyocera and Alcatel mobile devices in this district.

37. AT&T and Cricket Wireless contract with Kyocera and Alcatel to

provide the Visual Voicemail application and software to end-users in this district.

38. Kyocera and Alcatel actively sell and offer to sell accused products in this district.

JURISDICTION AND VENUE

39. This is a patent suit brought under the United States Patent Act, namely 35 U.S.C. §§ 271, 281, and 284-285, among other laws. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1367.

40. Venue is proper in this judicial district pursuant to 28 U.S.C. §1400(b). Defendants do business in this judicial district, have committed acts of infringement in this judicial district, have purposely transacted business in this judicial district involving the accused products, and/or have regular and established places of business in this judicial district.

41. Defendants each are subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long-Arm Statute, due at least to their substantial business in this State and judicial district, including at least part of their infringing activities and regularly doing or soliciting business, engaging in other persistent conduct, and/or deriving substantial revenue from goods sold and services provided to Texas residents.

42. AT&T/Cricket and authorized retailers operate retail stores in this district and throughout the United States.

43. AT&T/Cricket and device partners, defendants Kyocera and Alcatel, provide smartphones and other end-user hardware configured to provide the AT&T and Cricket Visual Voicemail services to customers in this district.

BACKGROUND

A. Silent Communication Ltd.

44. In 2004, inventors Max Bluvband and Shahar Hajdu founded Silent Communication Ltd. in Tel Aviv, Israel. The company pioneered device and network agnostic mobile client solutions including visual voicemail.

45. The Patent Office recognized the inventors' pioneering efforts and awarded them patents covering their novel visual voicemail inventions.

46. In the late 2000s, Silent Communication introduced and licensed to mobile operators the Silent Visual Voicemail System branded Silent VVM™.

47. Silent Communication marketed its VVM solution to mobile network operators around the world, and by 2011, Silent VVM was available on more than 200 different mobile device brands worldwide.

48. In 2016, Silent Communication assigned the '874 and '490 Patents to Plaintiff.

B. United States Patent No. 8,792,874

49. MSS is the owner, by assignment, of U.S. Patent No. 8,792,874 (the "'874 Patent"), titled "SYSTEMS, METHODS, CIRCUITS AND ASSOCIATED

SOFTWARE FOR AUGMENTING CONTACT DETAILS STORED ON A COMMUNICATION DEVICE WITH DATA RELATING TO THE CONTACT CONTAINED ON SOCIAL NETWORKING SITES.”

50. A true and correct copy of the '874 Patent is attached as Exhibit A.

51. As the owner of the '874 Patent, MSS holds all substantial rights in and under the '874 Patent, including the right to grant sublicenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

52. The United States Patent Office granted the '874 Patent on July 29, 2014.

53. The '874 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

54. Cellular phones are used for far more than just conversation. Modern cellular networks offer users various value added services.

55. Many of these value-added services are implemented on the network servers or by a third party connected to the network via a distributed data network.

56. For this reason, a phone user can only access these services via an intermediate media service such as web browsing, dialing or IVR (Interactive Voice Response). This makes these value-added services difficult and cumbersome to access and often entails an added charge for the intermediate media service.

57. The '874 Patent addresses the need for cellular value-added services

that minimize or negate the need for intermediate media user access.

58. Social networking sites focus on building online communities of people who share interests and/or activities, or who are interested in exploring the interests and activities of others.

59. Most social network services are web-based and provide a variety of ways for users to interact, such as e-mail, instant messaging and blog-like services.

60. In general, social networking services allow users to create a profile for themselves and can be broken down into two broad categories: internal social networking (ISN); and external social networking (ESN) sites such as MySpace, Facebook, and Twitter.

61. Social network users can upload a picture of themselves, create their “profile,” add textual and/or graphical descriptions and post videos.

62. Mobile social networking typically is conducted using a web browser or stand-alone mobile device application, but these operate independently of a mobile device’s communication functions.

63. Although mobile device applications may allow users to perform virtually any action on the social networks that could be performed on a home computer, the inventors noted that such applications do not leverage social network data to improve mobile device communication functions.

64. The ’874 Patent describes systems, methods, circuits and associated

software for augmenting contact details stored on a communication device, such as a smartphone, with data relating to contacts maintained on social networking sites. The inventions claimed in the '874 Patent provide a synchronization engine adapted to collect data from social networking sites (both ISNs and ESNs), associate with stored contact data, and display and/or store the collected data on the communication device.

65. The inventions claimed in the '874 Patent integrate collected social network data in the operation of the communication device, which may include integrated usage of social network information with a mobile device's embedded communication functions.

66. In some embodiments, the synchronization engine is installed on the communication device and prompts the user to input the social networking sites of which he is a member along with credentials for access to each of the social networking sites. Alternatively, the synchronization engine may detect social networking sites associated with the device user.

67. The synchronization engine accesses user profiles on social networks and compares contacts stored on the communication device to the user's contacts or "friends." Then it synchronizes contact information across social networks and the user's personal communication device.

68. Once the synchronization engine has correlated a contact with a profile

from a social networking site, a pointer or link may be stored to enable future updates and maintain synchronization of the user's contacts.

69. Embodiments disclosed in the '874 Patent include mobile network server-side and client-side components that communicate over a data link typically provided by mobile network operators such as AT&T and Cricket.

70. A visual voicemail client application may access metadata associated with a voice message (to identify the caller, for example) and display additional information to the mobile device user based upon the metadata (for example, social networking profile data correlated to the caller).

C. United States Patent No. 8,494,490

71. MSS is the owner, by assignment, of U.S. Patent No. 8,494,490 (the "'490 Patent"), titled "METHOD, CIRCUIT, SYSTEM AND APPLICATION FOR PROVIDING MESSAGING SERVICES."

72. A true and correct copy of the '490 Patent is attached as Exhibit B.

73. As the owner of the '490 Patent, MSS holds all substantial rights in and under the '490 Patent, including the right to grant sublicenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

74. The United States Patent Office granted the '490 Patent on July 23, 2013.

75. The '490 Patent is valid, enforceable and was duly issued in full

compliance with Title 35 of the United States Code.

76. The '490 Patent provides methods, circuits, systems and applications that provide for download, synchronization, voicemail-message to text-message transactions, direct access and handling of selected voicemail messages through a user's user interface and other functionality relating to voicemails and related data received, generated, or stored on a cellular operator's voicemail server.

77. The '490 Patent describes an invention that includes methods, circuits, systems and applications for providing messaging services.

78. According to some embodiments of the invention, a Visual Voice Mail system may include server-side component(s) and client-side software application component(s) installed on a user's remote device such as a smartphone.

79. According to some embodiments of the invention, one or more of the Visual Voice Mail server-side components may include, or be functionally associated with, a speech recognition module and algorithms adapted to convert an audio portion of a stored voice message into a text string. A Visual Voice Mail user may select through an interface menu a preference as to whether to receive only voice message copies, only text string copies or a combination of the two.

80. According to some embodiments of the invention, the Visual Voice Mail client application may include an interface module adapted to present a listing of locally stored voice messages, along with related parameters and/or metadata, as

a list of items.

81. The Visual Voice Mail client may also access the list of contacts details stored on the remote device and correlate the origin of stored voice messages with contacts on the remote device and the details relating to contacts. Correlated voice message data may be displayed to the user along with the other metadata associated with the stored voice messages.

82. The Visual Voice Mail client may correlate data associated with a voice message, such as the origin, with data contained in a profile stored on a social network server and may be adapted to associate other data contained in a profile with a specific voice message.

D. The Remote Device Manufacturers

83. Alcatel and Kyocera manufacture and provide to AT&T/Cricket smartphones, tablets, and other mobile devices with client-side software and hardware for performing the claimed methods and embodying the claimed systems.

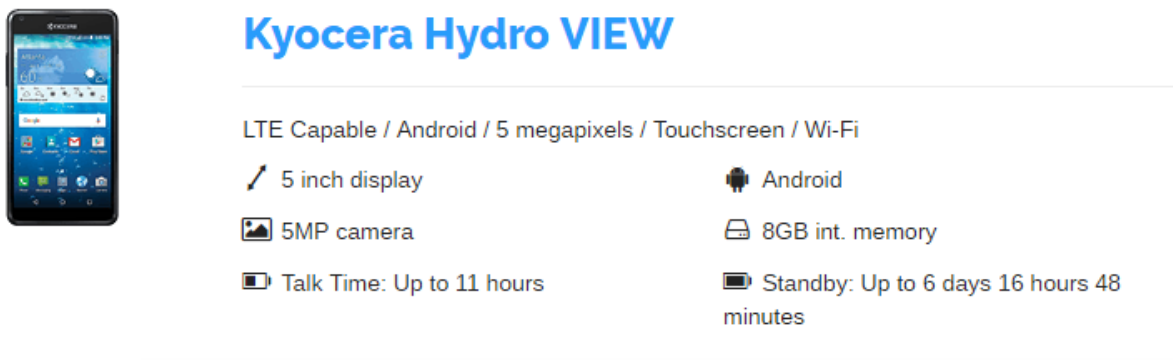
Kyocera

84. Kyocera is a phone manufacturer who makes, uses, offers to sell, sells, licenses, and/or imports remote devices for use on the AT&T and Cricket networks (the “Kyocera Accused Phones”). Examples of Kyocera Accused Phones currently provided for use on the AT&T network include the DuraForce (including the E6560, E6560C, E6560T, and E6762), DuraForce PRO (including the E6810, E6820,

E6830, and E6833), and DuraForce XD (including the E6790).



85. Kyocera currently provides the Hydro VIEW (including the C6742) for use on the Cricket network.



86. Kyocera offers the Hydro VIEW mobile phone for sale through its website (<https://www.kyoceramobile.com/hydro-view/>). Kyocera’s website refers buyers to Cricket Wireless to purchase the device.

WHERE TO BUY

Buy Hydro VIEW

cricket

Buy from Cricket Wireless:

STORE FINDER

BUY NOW

Accessory Solutions

Grab some extra batteries, chargers, or a hands-free car kit for your Hydro VIEW.

ACCESSORIES SITE



87. Kyocera and Cricket identify Cricket Visual Voicemail as an available feature of the Hydro VIEW.

Kyocera Hydro VIEW

Features & specifications

Device highlights

- Durable Design—Certified for IP57, protection against dust and water immersion for up to 30 minutes in up to 3.28 feet (1 meter) of water¹
- Large 5" Display—qHD touchscreen display for better viewing
- Fast—Qualcomm® Snapdragon™ processor with 1.1GHz quad-core CPU for fast and responsive navigation and access to apps
- Keeps You Productive—With Wet Touchscreen Operation, you can use the touchscreen even when it is wet
- Powerful 2160 mAh Battery—Plus added energy-saving features like Eco Mode with MaximZr, which extends performance by automatically powering down noncritical functions

Multimedia & data

- Mobile Hotspot and Tethering to share your phone's data connection with a computer or other compatible wireless device (supports up to 10 devices)²
- microSD™ memory card slot for up to 64 GB of added storage
- Watch YouTube™ videos or upload your own

Cricket services

- With My Cricket you can access billing, make quick payments, view usage and access support
- Cricket Wi-Fi® automatically connects to free and open Wi-Fi hot spots, helping you to maximize data usage and enhance coverage
- Cricket Visual Voicemail lets you quickly view, access, and play back your voicemail messages, easily save important numbers in your Favorites list, and respond to messages by calling back or texting
- Deezer lets you listen on-the-go with ad-free streaming music, download your favorites to your phone, and get customized playlists based on your preferences

cricket®



88. Kyocera Accused Phones store a user's contacts including a phone number and an identity indicator associated with the phone number.

89. Software, hardware, and wireless communication radio equipment in Kyocera Accused Phones correlate a first profile contained on a first social networking site with a first contact stored in said local memory; retrieve from the first social networking site data contained in the first profile and associate the retrieved data with the first contact

90. Defendants' operating system software, drivers, and installed application(s) on Kyocera Accused Phones cause the control circuitry of the mobile phone to display, in association with the first contact, the retrieved data, upon the device's graphic user interface.

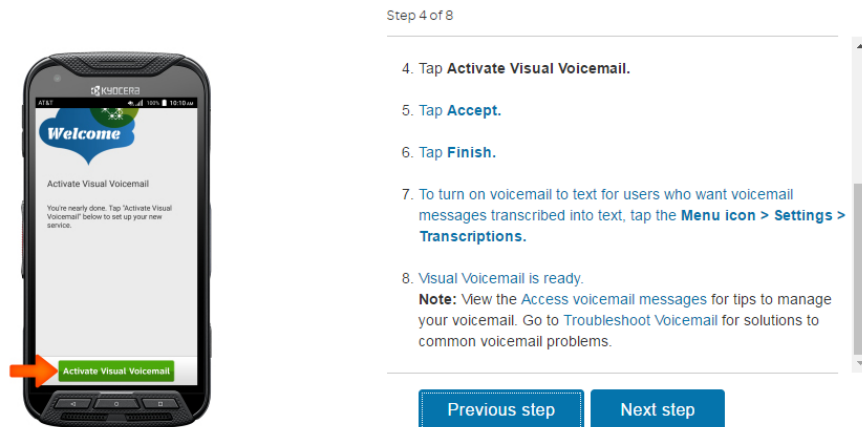
91. Kyocera Accused Phones continuously update a user's contact details with correlated information stored on social networking sites.

92. In operation, when a contact stored in a user's Kyocera Accused Phone updates his or her social networking profile, the updated profile data is retrieved by the Kyocera Accused Phone, stored, and displayed to the user.

93. Kyocera Accused Phones have a synchronization engine adapted to correlate a first profile contained on a first social networking site with a first contact stored in said local memory; retrieve from the first social networking site data contained in the first profile and associate the retrieved data with the first contact

and a presentation and operation module adapted to cause the control circuitry of said mobile phone to display, in association with the first contact, the retrieved data, upon a graphic user interface of said mobile phone.

94. AT&T and Kyocera provide step-by-step instructions directing users how to install and configure the Visual Voicemail service provided by AT&T.





https://www.att.com/devicehowto/tutorial.html#!/interactive/id/interactive_1500008460?make=Kyocera&model=KyoceraE6820

95. AT&T and Cricket provide remote devices such as the Kyocera DuraForce and Hydro VIEW with visual voicemail pre-installed and client application software configured to communicate with AT&T and Cricket server-side visual voicemail servers.

Set Up Voicemail

Your phone comes with the Visual Voicemail application. Visual Voicemail allows you to manage your voicemail directly from your phone rather than calling in to your voicemail. Visual Voicemail displays a list of your messages and allows you to choose which message(s) to listen or delete. You can also choose the traditional voicemail service. See [Visual Voicemail and Voicemail \(Traditional\)](#).

Set Up Visual Voicemail

1. Press  >  > **Visual Voicemail**.
2. Read the message and tap **Call Voicemail**.
3. Follow the onscreen instructions to complete the setup.


https://www.kyoceramobile.com/duraforce/DuraForce_User_Guide_ATT_en.pdf

96. Kyocera instructs and encourages end users to set up and use the Cricket and AT&T Visual Voicemail App.

Visual Voicemail

Visual Voicemail allows you to manage your voicemail directly from your phone rather than calling to your voicemail box. Visual Voicemail displays a list of your messages and allows you to choose which message(s) to listen to or delete. Or you can choose the traditional voicemail service.

Set Up Visual Voicemail

1. From the Home screen, tap **Apps**  > **Cricket** > **Visual Voicemail**.
2. Follow the onscreen instructions to complete the setup.

https://www.kyoceramobile.com/hydro-view/Hydro-VIEW-User-Guide-Cricket_en.pdf

97. Kyocera has available for download on its website the user guides, spec sheets, safety & warranty information for each of its mobile devices that are

available for use on the AT&T/Cricket networks. *See e.g.*

<http://www.kyoceramobile.com/support/phone/>

98. Kyocera Accused Phones communicate with social networking sites and retrieve data or images corresponding to a user's contacts stored on the phone.

99. Kyocera Accused Phones have a screen and graphical user interface to display to the user a list of voicemails with stored profile data that was retrieved from a social networking site.

100. Kyocera Accused Phones play voicemail messages selected by a user from storage on the device and/or AT&T/Cricket server-side storage.

101. Kyocera Accused Phones include those models specifically identified in this complaint and past, present, and future models with substantially similar functionality and capabilities described as meeting one or more elements of the asserted patent claims.

102. Kyocera practices one or more claims of the '874 and '490 Patents, including at least claims 1 and 11 of the '874 Patent and claim 19 of the '490 Patent by making, using, offering for sale, selling, licensing, and/or importing products that practice the subject matter claimed in the '874 and '490 Patents.

103. In addition to directly infringing the '874 and '490 Patents, Kyocera is now indirectly infringing the '874 and '490 Patents by inducing and/or contributing to infringement by, among other things, ordering, using, licensing, selling, offering

for sale, and/or importing the Kyocera Accused Phones. AT&T, Cricket, and users of the accused products are direct infringers of the '874 and '490 Patents.

Alcatel

104. Alcatel makes, uses, offers to sell, sells, licenses and/or imports remote devices for use on the AT&T/Cricket network (the “Alcatel Accused Phones”). Examples of the Alcatel Accused Phones are the Alcatel STREAK, Alcatel ONETOUCH Idol 3 and Idol 4 provided for use on the Cricket network and Alcatel ONETOUCH Allura on AT&T.



ALCATEL ONETOUCH ALLURA™

<http://www.alcatelonetouch.us/phones/shop-by-carrier/at-t>

Alcatel Cell Phones

On Cricket Plans

All (29)

Apple (6)

Samsung (6)

LG (8)

ZTE (4)

HTC (1)

Alcatel (3)

Kyocera (1)



Alcatel STREAK

LTE Capable / Android / 5 megapixels / Touchscreen / Wi-Fi

4.5 inch display

Android

5MP camera

8GB int. memory

Talk Time: Up to 6 hours

Standby: Up to 7 days 12 hours



Alcatel ONETOUCH Idol 3

LTE Capable / Android / 13 megapixels / Touchscreen / Wi-Fi

5.5 inch display

Android

13MP camera

Talk Time: Up to 13 hours

75.1mm wide

152.7mm high



Alcatel IDOL 4

LTE Capable / Android / 13 megapixels / Touchscreen / Wi-Fi

5.2 inch display

Android

13MP camera

16GB int. memory

Talk Time: Up to 15 hours

Standby: Up to 21 days 16 hours

105. Alcatel Accused Phones store contacts that include a phone number and an identity indicator associated with the phone number.

106. Alcatel Accused Phones have a synchronization engine adapted to correlate a first profile from a first social networking site with a first contact stored in said local memory; retrieve from the first social networking site data contained in the first profile and associate the retrieved data with the first contact and a presentation and operation module adapted to cause the control circuitry of said mobile phone to display, in association with the first contact, the retrieved data, upon

a graphic user interface of said mobile phone.

107. Alcatel Accused Phones such as the Alcatel OneTouch Allura offered for sale and sold by Alcatel for use on the AT&T network are provided with Visual Voicemail client application software pre-installed.

108. Software, hardware, and wireless communication radio equipment in Alcatel's Accused Phones correlate a first profile from a first social networking site with a first contact stored in local memory and retrieved from the first social networking site data contained in the first profile, which data is associated with the first contact.

109. Defendants' operating system software and installed application(s) on Alcatel Accused Phones cause the control circuitry of the mobile phone to display, in association with the first contact, the retrieved data, upon the device's graphic user interface.

110. Alcatel Accused Phones continuously update a user's contact details with correlated information stored on social networking sites.

111. In normal operation, when a contact stored in a user's Alcatel Accused Phone updates his or her social networking profile, the updated profile data is retrieved by the Alcatel Accused Phone, stored, and displayed to the user via the phone's interface.

112. Alcatel provides Accused Phones with AT&T and Cricket Visual

Voicemail pre-installed and client application software configured to communicate with AT&T/Cricket server-side visual voicemail servers.

113. Alcatel Accused Phones communicate with social networking sites to retrieve data or images corresponding to a user's contacts stored on the phone.

114. Alcatel Accused Phones have a screen and graphical user interface to display to the user a list of voicemails with stored profile data that was retrieved from a social networking site.

115. Alcatel Accused Phones play voicemail messages selected by a user from storage on the device and/or AT&T/Cricket server-side storage.

116. Alcatel practices one or more claims of the '874 and '490 Patents, including at least claims 1 and 11 of the '874 Patent and claim 19 of the '490 Patent by making, using, offering for sale, selling, licensing, and/or importing products that include systems and perform methods claimed in the '874 and '490 Patents.

117. Alcatel Accused Phones include those models specifically identified in this complaint and past, present, and future models with substantially similar functionality and capabilities described as meeting one or more elements of the asserted patent claims.

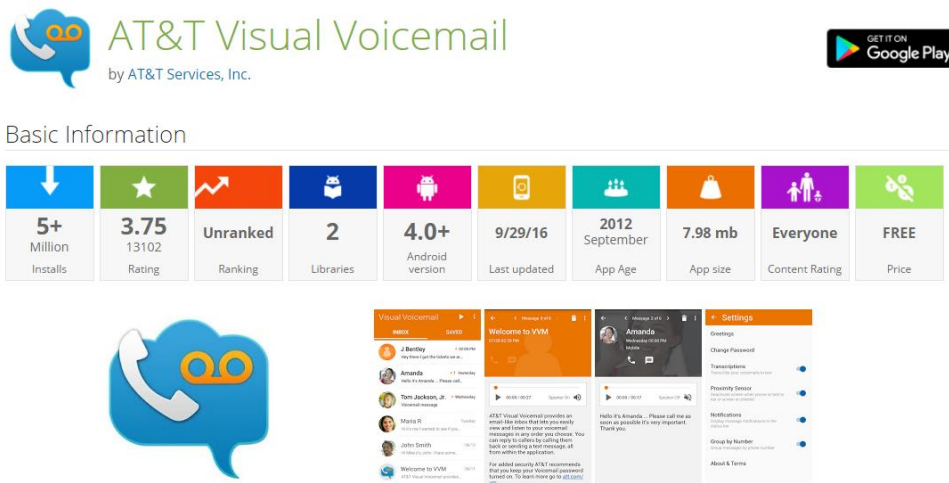
118. In addition to directly infringing the '874 and '490 Patents, Alcatel is now indirectly infringing the '874 and '490 Patents by inducing and/or contributing to infringement by, among other things, ordering, using, licensing, selling, offering

for sale, and/or importing the Alcatel Accused Phones. AT&T, Cricket, and users of the accused products are direct infringers of the '874 and '490 Patents.

E. The Mobile Network Operators: AT&T and Cricket Wireless

119. Defendants AT&T and Cricket Wireless are mobile network operators that provide, use, license, offer to sell, sell and/or import mobile devices including the Kyocera and Alcatel Accused Phones for use on their network. These AT&T/Cricket Accused Phones are pre-loaded with software, content, and include hardware designed and intended to synchronize contacts data on the handset with data from social networking sites.

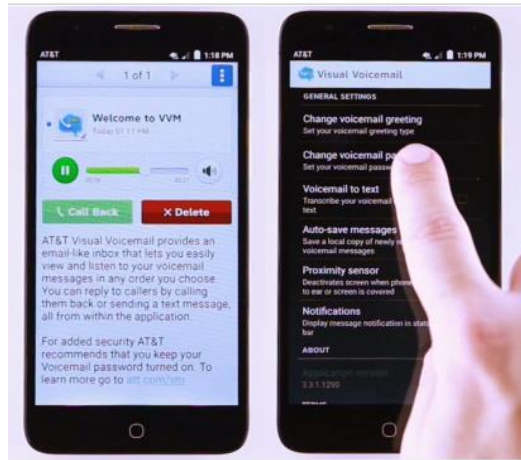
120. AT&T/Cricket Accused Phones are pre-loaded with Visual Voicemail software for using the Visual Voicemail services provided by Defendants.



121. Cricket Wireless requires users to agree with all terms of the End User License Agreement (“EULA”) in order to access and use the Cricket Visual Voicemail and Voicemail-to-Text App and services.

122. AT&T requires users to agree with all terms of the End User License Agreement for AT&T Visual Voicemail in order to access and use the AT&T Visual Voicemail and Voicemail-to-Text App and services.

123. AT&T provides online tutorials and manuals directing customers and end users how to set up and use the AT&T Visual Voicemail application.



<https://www.att.com/devicehowto/index.html#!/videos?make=Alcatel&model=Alcatel5056o>

124. Defendants provide instructions to users of the Alcatel and Kyocera Accused phones directing how to set up the AT&T and Cricket Visual Voicemail service.

INTERACTIVE TUTORIAL

Set up voicemail



Step 1 of 4

1. From the home screen, tap the **Phone icon**.
2. Tap the **Visual Voicemail icon**.
Note: Alternately, you can set up voicemail by pressing and holding the number **1** key.
3. Tap **Begin setup**.
Note: If you're a new customer and have not established a voicemail box, you'll be prompted to set up your voicemail and choose a password and greeting.
4. Tap **Finish**.
Note: To set up voicemail greetings your callers will hear, tap **Set up personal greeting**. View the [Access voicemail messages](#) tutorial for tips to manage your voicemail. Go







Previous step

Next step

125. AT&T provides the Visual Voicemail service to customers and end users. AT&T provides Visual Voicemail application software for download and installation on AT&T Accused Phones.

3 AT&T Services.....

3.1 AT&T services

-  **AT&T Locker™:** Store, sync, and share photos, videos, and documents in one place.
-  **AT&T Protect Plus:** You can back up your content and find this device if it is lost.
-  **AT&T Visual Voicemail:** Review and manage your voicemail from your phone.
-  **DriveMode:** Silence notifications, set an auto-reply so people will know you are driving, and more.
-  **myAT&T:** Managing your account, track your usage, review and pay your bill, and update your data plan service.
-  **YP:** Quickly search nearby for a business, by type or name or choose from popular categories like restaurants, banks and gas stations.

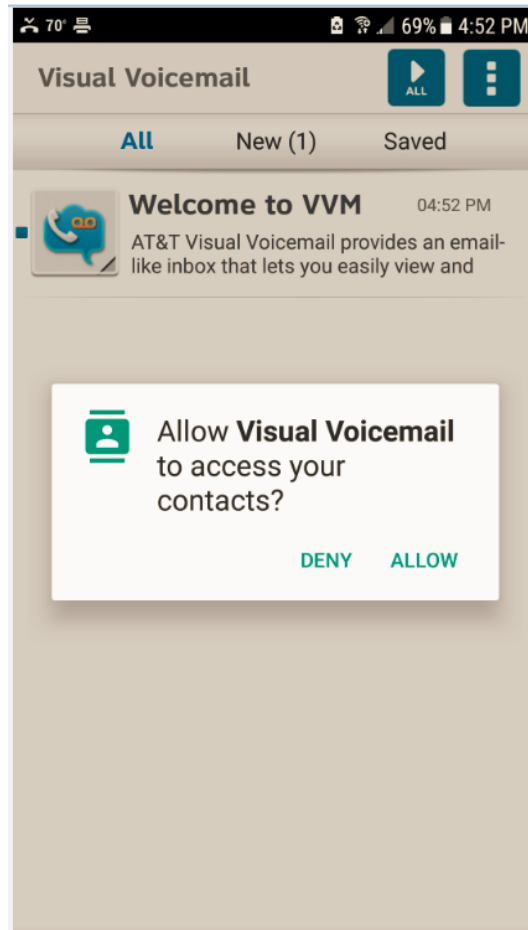
126. Cricket publishes online instructions for end users and customers directing how to set up Cricket Visual Voicemail 2.0 and 3.0. See, e.g.,

<https://www.cricketwireless.com/support/apps-and-services/manage-my-voicemail/customer/set-up-cricket-visual-voicemail.html>.

The screenshot shows the Cricket website's support page. At the top is the Cricket logo and navigation links: Shop, My Account, Support, Why Cricket?, and Co. Below this is a secondary navigation bar with links for Orders & Activations, Account Management, Plans & Features, Apps & Services, and Devices & Accessories. The main content area is titled "Apps & Services / Manage My Voicemail" with a "MORE" button. The primary heading is "Set Up Cricket Visual Voicemail 3.0 for Android". Below this, there are links for "App Setup", "Using the App", "Settings", and "Troubleshooting". A welcome message states: "Welcome to **Cricket Visual Voicemail!** Once you install the new Cricket Visual Voicemail app, you'll be able to:" followed by a bulleted list of features: "Play your messages in the order you choose", "Save & retrieve messages", "Read your messages in text format", and "Extract and export voice messages". Below the list, it says "To get started, just download the most current version of the app:" and includes a "GET IT ON Google play" button. The section is titled "Setting Up Cricket Visual Voicemail" and lists two steps: "1. Launch the app." and "2. Read the **Cricket Privacy Policy** and tap **Accept**; then read the **Cricket Visual Voicemail Terms of Service** and tap **Accept**."

127. In normal operation on the AT&T/Cricket network, AT&T/Cricket Accused Phones allow users to store contacts where a contact includes a phone number and an identity indicator associated with the phone number.

128. In normal installation of the AT&T Visual Voicemail service, users are encouraged to grant contacts access to the VVM service.



129. The AT&T/Cricket network and AT&T/Cricket Accused Phones have a synchronization engine adapted to correlate a first profile from a first social networking site with a first contact stored in said local memory; retrieve from the first social networking site data contained in the first profile and associate the retrieved data with the first contact; and a presentation and operation module adapted to cause the control circuitry of said mobile phone to display, in association with the first contact, the retrieved data, upon a graphic user interface of said mobile phone.

130. AT&T/Cricket Accused Phones are sold and provided to AT&T and Cricket customers with AT&T/Cricket Visual Voicemail pre-installed


131. AT&T allows users to bring their own devices and use the AT&T network and AT&T Visual Voicemail system.

132. The AT&T/Cricket Visual Voicemail application allows users to access their voicemail without dialing into their voicemail.

133. Cricket Wireless defines “Cricket Visual Voicemail” as “the Cricket Visual Voicemail App, any website, software, content or services provided in connection with the App, and any updates to these items.”

134. The Cricket/AT&T VVM App also includes a voicemail-to-text setting. Users authorize Cricket/AT&T to allow it or a third party working on behalf of Cricket to listen to and transcribe voicemail messages.

135. AT&T/Cricket provides for download by end users and customers the AT&T/Cricket Visual Voicemail application.

[Apps & Services /](#) [Manage My Voicemail](#)  [MORE](#)

Set Up Visual Voicemail 2.0 for Android

The navigation bar lets you access your Unread, Read, and Favorites, along with your Greeting.

- Unread: New messages or messages not yet reviewed.
- Read: Previously reviewed messages.
- Favorites: Messages marked as favorites. These messages are saved and will not be automatically deleted after 14 days.
- Greetings: Review current greeting, change greeting type, and record a new greeting.

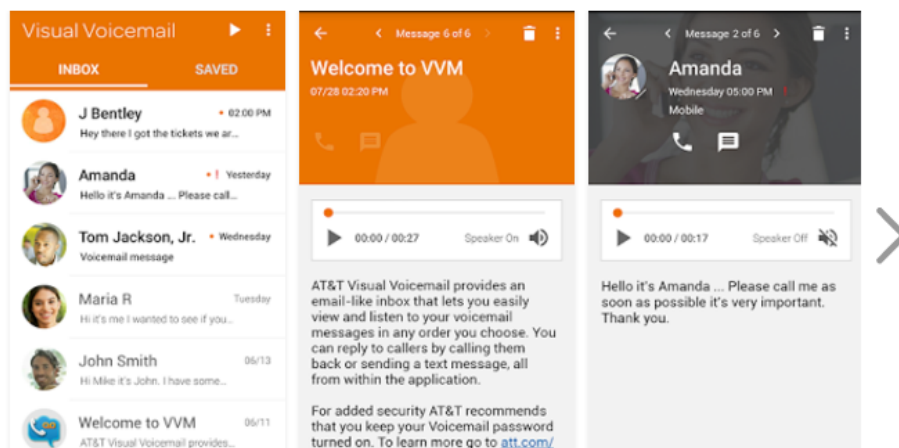
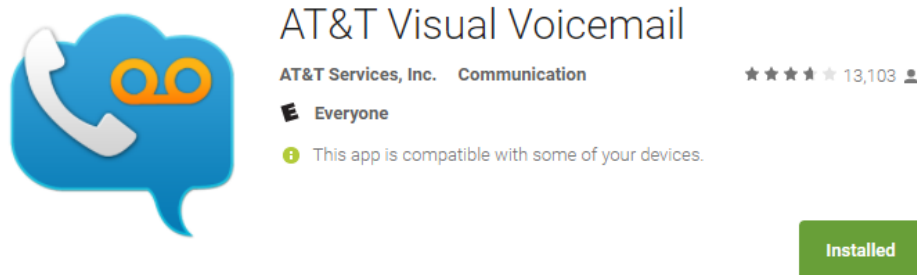
If you recently upgraded your device, you'll need to download the app to your new phone.

Download Cricket Visual Voicemail app for Android:



136. AT&T/Cricket encourages and instructs customers to download, configure, and use the AT&T/Cricket Visual Voicemail application.

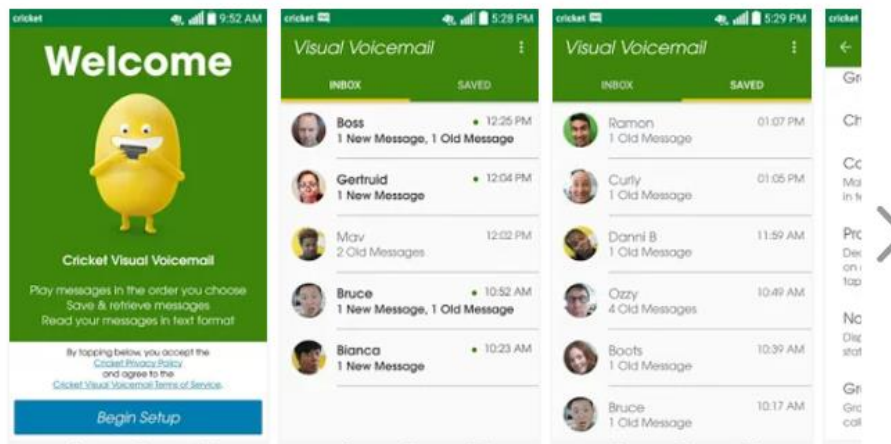
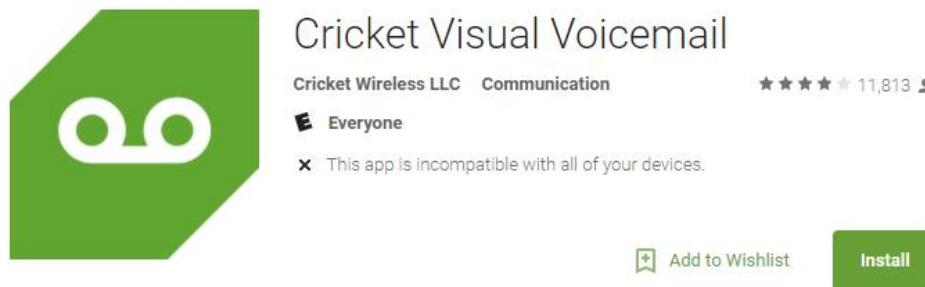
137. AT&T is responsible for the content and operation of the AT&T Visual Voicemail application:



138. The AT&T Visual Voicemail application is a value-added service provided by AT&T to its customers.

139. The Cricket Visual Voicemail application is a value-added service provided by Cricket to its customers.

140. Cricket Wireless is responsible for the content and operation of the Cricket Visual Voicemail application:



141. Defendants’ visual voicemail system includes server-side components associated with visual voicemail servers that convert voice messages to data suitable for transmission over a data link such as a cellular radio link and client-side application software running on mobile devices.

142. Client-side application software receives voicemail data from AT&T/Cricket servers and stores the voicemail data on the user’s device.

143. Defendants’ system software and application software on AT&T/Cricket Accused Phones retrieve data and images from social networking sites (e.g., profile data) and correlate voice message data with data or images from social networking sites corresponding to callers.

144. AT&T/Cricket Accused Phones are programmed to display a list of voice messages with retrieved social network data or images and provide a user an interface to selectively play voicemail messages from the list as pictured above.

145. AT&T/Cricket practices one or more claims of the '874 and '490 Patents, including at least claims 1 and 10 of the '490 Patent and claims 1 and 11 of the '874 Patent, by making, using, offering for sale, licensing, selling and/or importing products and services that include systems and perform methods claimed in the '874 and '490 Patents.

146. Defendants AT&T, Cricket Wireless, Alcatel, and Kyocera are jointly and severally liable for making, using, offering for sale, licensing, selling, and/or importing the accused Visual Voicemail application and software.

147. Defendants Alcatel and Kyocera's mobile devices practice the asserted patents in a similar manner. For example, the Alcatel and Kyocera mobile devices use the same or similar operating systems which are used with the Visual Voicemail application and software.

148. Defendants AT&T and Cricket Wireless' Visual Voicemail application and software operate in a similar manner on Alcatel mobile devices, Kyocera mobile devices and other mobile devices sold or offered for sale, imported or licensed by AT&T and Cricket Wireless.

149. The infringement of the '874 and '490 Patents by Defendants AT&T,

Cricket Wireless, Alcatel, and Kyocera will necessarily involve common questions of fact, including, but not limited to, factual questions about the Visual Voicemail application software and its operation, installation, cost/billing, instructions for use, integration with the Android operating systems (that are used on the Accused phones), troubleshooting tips, ratings and services provided to AT&T and Cricket Wireless end users.

150. Defendants AT&T, Cricket Wireless, Alcatel, and Kyocera from the Original and Amended Complaint are on notice of the MSS Patents and how the accused products infringe them. Defendants' continued acts of infringement including inducing, encouraging, aiding, abetting, and directing others, namely their direct customers and AT&T/Cricket subscribers and end-users, to practice the asserted patents constitutes indirect infringement.

151. In addition to directly infringing the '874 and '490 Patents, AT&T/Cricket is now indirectly infringing the '874 and '490 Patents by inducing and/or contributing to infringement by, among other things, ordering, using, licensing, selling, offering for sale, and/or importing the AT&T/Cricket Accused Phones. AT&T, Cricket, and users of the accused products are direct infringers of the '874 and '490 Patents.

152. Defendants make, use, license, sell, offer to sell, and promote the AT&T/Cricket Accused Phones and Visual Voicemail application software with the

specific intent that end users and customers use them in an infringing manner on the mobile network.

153. Defendants sell and offer to sell mobile devices for use in practicing the asserted patents, and the accused phones are material to practicing one or more claims of the asserted patents. The Visual Voicemail and contacts applications have no substantial non-infringing use and are known to Defendants to be especially made or adapted for use in infringing the asserted patents.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 8,494,490

154. MSS incorporates paragraphs 1 through 153 herein by reference.

155. MSS is the owner, by assignment, of U.S. Patent No. 8,494,490 (the “’490 Patent”), titled “METHOD, CIRCUIT, SYSTEM AND APPLICATION FOR PROVIDING MESSAGING SERVICES.”

156. A true and correct copy of the ’490 Patent is attached as Exhibit B.

157. As the owner of the ’490 Patent, MSS holds all substantial rights in and under the ’490 Patent, including the right to grant sublicenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

158. The United States Patent Office granted the ’490 Patent on July 23, 2013.

159. The ’490 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

160. Defendants jointly and individually practice the '490 Patent by providing, making, selling, offering for sale, licensing, and/or importing the Accused Phones and Visual Voicemail services.

161. Defendants have no consent or authorization to practice the '490 Patent.

162. AT&T and Cricket provide server-side hardware and software associated with visual voicemail servers that are adapted to convert voice messages to encapsulated data structures for transmission and storing on an end user's phone.

163. The Accused Phones receive voice messages from server-side components provided by AT&T/Cricket.

164. For cellular transmissions, AT&T provides the data link for transmitting the data structure and transmit the duration of the message, identity of the caller, time of the call, and audio data representing the message over a data link (e.g., cellular or Wi-Fi connection). For voicemail-to-text services, Defendants provide a transcription of the message over a data link.

165. AT&T provides application software installed on Accused Phones for correlating voice messages with contacts data that is synchronized with social networking data and images. Contacts applications running on Accused Phones retrieve and synchronize social networking data from social networking sites with contact data on the client.

166. By the Original Complaint and this Amended Complaint, Defendants

are on notice of the infringing products, infringing features and structures, and how end users of the accused products use and operate them under normal conditions consistent with the '490 Patent claims.

167. In addition to directly infringing the '490 Patent, Defendants are indirectly infringing the '490 Patent by inducing and/or contributing to infringement by, among other things, making using, licensing, selling, offering for sale, providing, and/or importing the accused products. Users of the accused products are direct infringers of the '490 Patent.

168. Defendants advertise and promote the use of Visual Voicemail on their websites.

169. Since the filing of the Original Complaint, Defendants have not altered their advertisements and promotions of the use of Visual Voicemail.

170. Defendants instruct end users to use the accused products and encourage, aid, and direct end users of their accused products to use them in a manner that infringes the asserted claim of the '490 Patent.

171. Since the filing of the Original Complaint, Defendants have not altered their instructions to end users, encouraging, aiding and directing end users of their accused products.

172. Defendants make, use, license, sell, offer to sell, and promote the accused products with the specific intent that end users and customers use them in

an infringing manner.

173. Defendants sell and offer to sell the accused products for use in practicing the '490 Patent, and the accused products are materials to practicing one or more claims of the '490 Patent. The accused products have no substantial non-infringing uses and are known to Defendants to be especially made or adapted for use infringing the '490 Patent.

174. By the Original Complaint and this Amended Complaint, Defendants are on notice of how the accused systems infringe and how their customers' use of the accused products infringes the asserted claim of the '490 Patent. Subscribers, end users, and Defendants' customers are direct infringers of the '490 Patent.

175. Since they became aware of the '490 Patent, Defendants have made no effort to modify the accused products in a way that would avoid infringement.

176. Defendants' analysis and knowledge of the '490 Patent combined with its ongoing activity demonstrates Defendants' knowledge and intent that the Visual Voicemail application and software will be combined with other hardware and software to infringe the '490 Patent.

177. Defendants' knowledge of the '490 Patent and Plaintiff's infringement allegations against Defendants combined with its knowledge of the Accused Products and how they are used to infringe the '490 Patent, consistent with Defendants' instructions, demonstrate Defendants' specific intent to induce

Defendants' users to infringe the '490 Patent.

178. Since receiving Plaintiff's Original Complaint, Defendants have not changed or altered their products to avoid infringement of the '490 Patent.

179. MSS has been harmed as a result of Defendants' infringing conduct. Defendants are liable to MSS in an amount that adequately compensates it for their infringement, which compensation cannot be less than a reasonable royalty together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 8,792,874

180. MSS incorporates paragraphs 1 through 179 herein by reference.

181. MSS is the owner, by assignment, of U.S. Patent No. 8,792,874 (the "'874 Patent"), titled "SYSTEMS, METHODS, CIRCUITS AND ASSOCIATED SOFTWARE FOR AUGMENTING CONTACT DETAILS STORED ON A COMMUNICATION DEVICE WITH DATA RELATING TO THE CONTACT CONTAINED ON SOCIAL NETWORKING SITES."

182. A true and correct copy of the '874 Patent is attached as Exhibit A.

183. As the owner of the '874 Patent, MSS holds all substantial rights in and under the '874 Patent, including the right to grant sublicenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

184. The United States Patent Office granted the '874 Patent on July 29, 2014.

185. The '874 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

186. Defendants jointly and individually practice the '874 Patent by providing, making, selling, offering for sale, and/or importing the Accused Phones and Visual Voicemail application and software.

187. Defendants have no consent or authorization to practice the '874 Patent.

188. The Accused Phones provided by Defendants and specially made and adapted for use on the AT&T or Cricket wireless networks include hardware and software designed and intended to be used to function as recited in the '874 Patent claims.

189. Defendants' Accused Phones feature a synchronization engine as described and claimed in the '874 Patent that performs the functions described above consistent with the asserted claims. AT&T and Cricket, together with Kyocera and Alcatel, provide server-side components that enable the Accused Phones to operate as claimed.

190. AT&T and Cricket provide specially designed contacts application software that interacts with users' social networks to retrieve profile data.

191. AT&T/Cricket provides application software installed on Accused Phones for correlating voice messages with contacts data that is synchronized with social networking data and images. Contacts applications running on Accused

Phones retrieve and synchronize social networking data from social networking sites with contact data on the client.

192. Defendants AT&T, Cricket Wireless, Alcatel, and Kyocera are on notice of the '874 Patent and how the accused products infringe it. Defendants' continued acts of infringement including inducing, encouraging, aiding, abetting, and directing others, namely their direct customers and AT&T/Cricket subscribers and end-users, to practice the '874 Patent constitutes indirect infringement.

193. Defendants make, use, license, sell, offer to sell, and promote the AT&T/Cricket Accused Phones having contacts synchronization software and features with the specific intent that end users and customers use them in an infringing manner on the AT&T and Cricket mobile networks.

194. Defendants sell and offer to sell mobile devices for use in practicing the asserted claims of the '874 Patent, and the accused phones are material to practicing one or more claims of the asserted patents. The defendants' contacts application software and related hardware and software modules have no substantial non-infringing use and are known to Defendants to be especially made or adapted for use in infringing the asserted patents.

195. By the Original Complaint and this Amended Complaint, Defendants are on notice of the infringing products, infringing features and structures, and how end users of the accused products use and operate them under normal conditions

consistent with the '874 Patent claims.

196. In addition to directly infringing the '874 Patent, Defendants are indirectly infringing the '874 Patent by inducing and/or contributing to infringement by, among other things, making using, licensing, selling, offering for sale, providing, and/or importing the accused products. Users of the accused products are direct infringers of the '874 Patent.

197. Defendants advertise and promote the use of the Visual Voicemail application and software on their websites.

198. Since the filing of the Original Complaint, Defendants have not altered their advertisements and promotions of the use of Visual Voicemail.

199. Defendants instruct end users to use the accused products and encourage, aid, and direct end users of their accused products to use them in a manner that infringes the asserted claims of the '874 Patent.

200. Since the filing of the Original Complaint, Defendants have not altered their instructions to end users, encouraging, aiding and directing end users of their accused products.

201. Defendants make, use, license, sell, offer to sell, and promote the accused products with the specific intent that end users and customers use them in an infringing manner.

202. Defendants sell and offer to sell the accused products for use in

practicing the '874 Patent, and the accused products are materials to practicing one or more claims of the '874 Patent. The accused products have no substantial non-infringing uses and are known to Defendants to be especially made or adapted for use infringing the '874 Patent.

203. By the Original Complaint and this Amended Complaint, Defendants are on notice of how the accused systems infringe and how their customers' use of the accused products infringes the asserted claim of the '874 Patent. Subscribers, end users, and Defendants' customers are direct infringers of the '874 Patent.

204. Since they became aware of the '874 Patent, Defendants have made no effort to modify the accused products in a way that would avoid infringement.

205. Defendants analysis and knowledge of the '874 Patent combined with its ongoing activity demonstrates Defendants' knowledge and intent that the Visual Voicemail application and software will be combined with other hardware and software to infringe the '874 Patent.

206. Defendants' knowledge of the '874 Patent and Plaintiff's infringement allegations against Defendants combined with its knowledge of the Accused Products and how they are used to infringe the '874 Patent, consistent with Defendants' instructions, demonstrate Defendants' specific intent to induce Defendants' users to infringe the '874 Patent.

207. Since receiving Plaintiff's Original Complaint, Defendants have not

changed or altered their products to avoid infringement of the '874 Patent.

208. MSS has been harmed as a result of Defendants' infringing conduct. Defendants are liable to MSS in an amount that adequately compensates it for their infringement, which compensation cannot be less than a reasonable royalty together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

NOTICE OF REQUIREMENT OF LITIGATION HOLD

209. 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").

210. 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.

211. 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.

NOTICE

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

213. MSS has undertaken reasonable efforts as required to comply with the notice requirements of 35 U.S.C. § 287.

JURY DEMAND

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

PRAYER FOR RELIEF


MSS 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 '490 and '874 Patents;
- c. That this is an exceptional case under 35 U.S.C. § 285;
- d. That the Court grant MSS judgment against Defendants for all actual, consequential, special, punitive, exemplary, increased, and/or statutory damages, including treble damages pursuant to 35 U.S.C. 284 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; and
- e. That MSS be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: July 7, 2017

Respectfully submitted,


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By: 

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on July 7, 2017, to all counsel of record who are deemed to have consented to electronic service via the Court's CM/ECF system per Local Rule CV-5.



Cabrach J. Connor