

1 Aaron S. Jacobs (Cal. State Bar No. 214953)  
 2 ajacobs@princelobel.com  
 3 Matthew Vella (Cal. State Bar No. 314548)  
 4 mvella@princelobel.com  
 5 James J. Foster (Cal. N.D. Bar No. 553285)  
 6 jfoster@princelobel.com  
 7 Prince Lobel Tye LLP  
 8 One International Place, Suite 3700  
 9 Boston, MA 02110  
 10 617-456-8000

**Attorneys for Plaintiffs**

11 UNITED STATES DISTRICT COURT  
 12 NORTHERN DISTRICT OF CALIFORNIA

14	UNILOC USA, INC. and	)	<b>Case No.: 3:17-cv-06733</b>
15	UNILOC LUXEMBOURG, S.A.,	)	
16	Plaintiffs,	)	<b>COMPLAINT FOR PATENT</b>
17		)	<b>INFRINGEMENT</b>
18	v.	)	
19	LOGITECH, INC. and	)	<b>DEMAND FOR JURY TRIAL</b>
20	LOGITECH EUROPE, S.A.,	)	
21	Defendants.	)	

22

23 Plaintiffs, Uniloc USA, Inc. and Uniloc Luxembourg, S.A. (together “Uniloc”),  
 24 as and for their complaint against defendants, Logitech, Inc. and Logitech Europe,  
 25 S.A. (together “Logitech”), allege as follows:  
 26  
 27  
 28

**THE PARTIES**

1  
2 1. Uniloc USA, Inc. (“Uniloc USA”) is a Texas corporation having a  
3 principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas  
4 Parkway, Plano, Texas 75024.

5 2. Uniloc Luxembourg S.A. (“Uniloc Luxembourg”) is a Luxembourg  
6 public limited liability company having a principal place of business at 15, Rue  
7 Edward Steichen, 4<sup>th</sup> Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).

8 3. Logitech, Inc. is a California corporation having a regular and  
9 established place of business at 770 Gateway Boulevard, Newark, California 94560.  
10 Logitech makes, uses, offers for sale, sells and/or imports its products and/or services,  
11 including those accused herein of infringement, to customers and potential customers  
12 located in this judicial district and elsewhere in the United States. Logitech may be  
13 served with process through its registered agent for service in California: Bryan Ko,  
14 7700 Gateway Boulevard, Newark, California 94560.

15 4. Logitech Europe, S.A. is a Swiss company having a regular and  
16 established place of business in Lausanne, Switzerland. Logitech Europe, S.A.  
17 makes, uses, offers for sale, sells and/or imports its products and/or services,  
18 including those accused herein of infringement, to customers and potential customers  
19 located in this judicial district and elsewhere in the United States.

**JURISDICTION AND VENUE**

20  
21 5. Uniloc brings this action for patent infringement under the patent laws of  
22 the United States, 35 U.S.C. § 271 *et seq.* This Court has subject matter jurisdiction  
23 pursuant to 28 U.S.C. §§ 1331 and 1338(a).

24 6. This Court has personal jurisdiction over Logitech due, *inter alia*, to  
25 Logitech, Inc.’s incorporation in California and Logitech’s continuous presence  
26 within, and systematic contacts with, this District. Through its continuous  
27 importation of accused products into this District, Logitech has derived substantial  
28

1 revenues here and has purposefully availed itself of the privileges and benefits of  
2 conducting business in this District.

3 7. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391 and  
4 1400(b).

5 **INTRADISTRICT ASSIGNMENT**

6 8. Pursuant to Civil Local Rule 3-2(c) and (d), this action should be  
7 assigned to the San Francisco or Oakland Division because Logitech, Inc. is located  
8 in Newark, California and a substantial part of the events which give rise to the  
9 claims are believed to have occurred in Alameda County.

10 **COUNT I**

11 (INFRINGEMENT OF U.S. PATENT NO. 6,622,018)

12 9. Uniloc incorporates paragraphs 1-8 above by reference.

13 10. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No.  
14 6,622,018 (“the ’018 Patent”), entitled PORTABLE DEVICE CONTROL  
15 CONSOLE WITH WIRELESS CONNECTION that issued on September 16, 2003.  
16 A true and correct copy of the ’018 Patent is attached as Exhibit A hereto.

17 11. Uniloc USA is the exclusive licensee of the ’018 Patent with ownership  
18 of all substantial rights therein, including the right to grant sublicenses, to exclude  
19 others, and to enforce, sue and recover past damages for the infringement thereof.

20 12. Logitech manufactures, uses, sells, offers for sale and/or imports into the  
21 United States devices and software identified as: Harmony Hub, Harmony Pro,  
22 Harmony Control app, Harmony Elite and touchscreen Harmony Remotes (“Accused  
23 Infringing Products”).

24 13. The Accused Infringing Products allow a user of a smartphone, tablet or  
25 Logitech Harmony Remote to wirelessly (via WiFi and Bluetooth®) control remote  
26 devices, such as smart speakers and streaming set-top boxes.

27 14. Logitech has directly infringed, and continues to directly infringe, one or  
28 more claims of the ’018 Patent in the United States during the pendency of the ’018

1 Patent, including claims 1, 5-7 and 9 literally and/or under the doctrine of  
2 equivalents, by or through making, using, offering for sale, selling and/or importing  
3 the Accused Infringing Products.

4 15. Should use of the Accused Infringing Products be found to not literally  
5 infringe the asserted claims of the '018 Patent, use of the Accused Infringing Devices  
6 would nevertheless infringe the asserted claims of the '018 Patent. More specifically,  
7 the Accused Infringing Products perform substantially the same function (a first  
8 device remotely controlling a second device over a wireless connection), in  
9 substantially the same way (using WiFi and Bluetooth® to send wireless commands  
10 that cause the second device to perform a selected function), to yield substantially the  
11 same result (performance of the selected function by the second device). Logitech  
12 would thus be liable for direct infringement under the doctrine of equivalents.

13 16. Logitech has indirectly infringed, and continues to indirectly infringe,  
14 claims 1, 5-7 and 9 of the '018 Patent in the United States by, among other things,  
15 actively inducing the using, offering for sale, selling and/or importing the Accused  
16 Infringing Products having the functionality described in this Count. Logitech's  
17 customers who use such devices in accordance with Logitech's instructions directly  
18 infringe claims 1, 5-7 and 9 of the '018 Patent in violation of 35 U.S.C. § 271.  
19 Logitech directly and/or indirectly intentionally instructs its customers to infringe  
20 through training videos, demonstrations, brochures, installation and/or user guides  
21 such as those located at one or more of the following:

- 22 • [www.logitech.com](http://www.logitech.com), including:
  - 23 [www.logitech.com/en-us/product/harmony-hub](http://www.logitech.com/en-us/product/harmony-hub)
- 24 • <https://support.myharmony.com/en-at/hub>
- 25 • <https://support.myharmony.com/en-us/compatibility>
- 26 • <https://play.google.com/store/apps/details?id=com.logitech.harmonyhub&hl=en>
- 27 • <https://itunes.apple.com/us/app/harmony-control>
- 28 • [www.youtube.com](http://www.youtube.com), including:

1           www.youtube.com/user/logitech

2 Logitech is thereby liable for infringement of the '018 Patent under 35 U.S.C.  
3 § 271(b).

4           17. Logitech has indirectly infringed, and continues to indirectly infringe,  
5 claims 1, 5-7 and 9 of the '018 Patent in this judicial district and elsewhere in the  
6 United States by, among other things, contributing to the direct infringement by  
7 others including, without limitation customers using the Accused Infringing Products,  
8 by making, offering to sell, selling and/or importing into the United States, a  
9 component of a patented machine, manufacture or combination, or an apparatus for  
10 use in practicing a patented process, constituting a material part of the invention,  
11 knowing the same to be especially made or especially adapted for use in infringing  
12 the '018 Patent and not a staple article or commodity of commerce suitable for  
13 substantial non-infringing use.

14           18. Logitech will have been on notice of the '018 Patent since, at the latest,  
15 the service of this complaint upon Logitech. By the time of trial, Logitech will have  
16 known and intended (since receiving such notice) that its continued actions would  
17 actively induce the infringement of claims 1, 5-7 and 9 of the '018 Patent.

18           19. Logitech may have infringed the '018 Patent through other devices  
19 and/or software utilizing the same or reasonably similar functionality as the Accused  
20 Infringing Devices. Uniloc reserves the right to discover and pursue all such  
21 additional infringing software and devices.

22           20. Uniloc has been damaged by Logitech's infringement of the '018 Patent.

23                           **PRAYER FOR RELIEF**

24           Uniloc requests that the Court enter judgment against Logitech as follows:

25           (A) declaring that Logitech has infringed the '018 Patent;

26           (B) awarding Uniloc its damages suffered as a result of Logitech's  
27 infringement of the '018 Patent;

28           (C) awarding Uniloc its costs, attorneys' fees, expenses and interest, and

1 (D) granting Uniloc such further relief as the Court may deem just and  
2 proper.

3 **DEMAND FOR JURY TRIAL**

4 Uniloc hereby demands trial by jury on all issues so triable pursuant to Fed. R.  
5 Civ. P. 38.

6  
7 Dated: November 22, 2017

Respectfully submitted,

8 /s/ Aaron S. Jacobs

9 Aaron S. Jacobs

10 Matthew Vella

11 James J. Foster

**PRINCE LOBEL TYE LLP**

12 One International Place, Suite 3700

13 Boston, MA 02110

14 Tel: (617) 456-8000

15 Email: ajacobs@princelobel.com

16 Email: mvella@princelobel.com

17 Email: jfoster@princelobel.com

**Attorneys for Plaintiffs**

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