

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

UNILOC USA, INC. and UNILOC LUXEMBOURG, S.A., Plaintiffs, v. APPLE INC., Defendant.	§ § § § § § § § § §	Civil Action No. 2:17-cv-00258
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AMENDED COMPLAINT FOR PATENT INFRINGEMENT

As the Docket Control Order (Dkt. 56) permits amendment of pleadings through November 10, 2017, without leave of Court, Plaintiffs, Uniloc USA, Inc. (“Uniloc USA”) and Uniloc Luxembourg, S.A. (“Uniloc Luxembourg”) (collectively, “Uniloc”), amend their earlier Complaint, against defendant, Apple Inc. (“Apple”), to allege:

THE PARTIES

1. Uniloc USA is a Texas corporation, having a principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano, Texas 75024. Uniloc USA also maintains a place of business at 102 N. College, Suite 303, Tyler, Texas 75702.

2. Uniloc Luxembourg is a Luxembourg public limited liability company, having a principal place of business at 15, Rue Edward Steichen, 4th Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).

3. Apple is a California corporation, having a principal place of business in Cupertino, California and regular and established places of business at 2601 Preston Road, Frisco, Texas and 6121 West Park Boulevard, Plano, Texas.

JURISDICTION

4. Uniloc brings this action for patent infringement under the patent laws of the United States, 35 U.S.C. § 271, *et seq.* This Court has jurisdiction under 28 U.S.C. §§1331 and 1338(a).

COUNT I

(INFRINGEMENT OF U.S. PATENT No. 9,414,199)

5. Uniloc incorporates paragraphs 1-4, by reference.

6. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 9,414,199 (“the ’199 Patent”), entitled PREDICTIVE DELIVERY OF INFORMATION BASED ON DEVICE HISTORY, which issued August 9, 2016. (A copy of the ’199 Patent was attached as Exhibit A to the Complaint (Dkt. 1)).

7. Uniloc USA is the exclusive licensee of the ’199 Patent, with ownership of all substantial rights, including the right to grant sublicenses, to exclude others, and to enforce, sue, and recover past damages for infringement.

8. Apple makes, uses, and sells software, including iOS 7 and later releases, used in mobile electronic devices (such as iPhones) that incorporates the feature “Significant Locations.” (Prior to iOS 11, the feature was called “Frequent Locations.”)

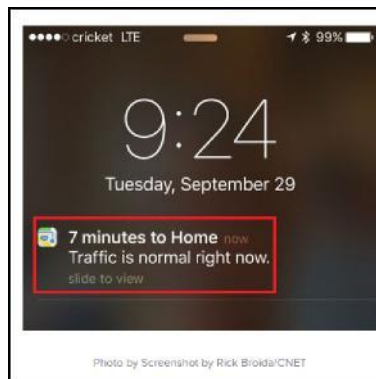
9. The Significant Locations feature keeps track of places a user has recently been, as well as how often and when the user visited them, and uses that data to provide personalized services, such as predictive traffic routing:

Frequent Locations: To learn places that are significant to you, your iOS device will keep track of places you've recently been, as well as how often and when you visited them. This data is kept solely on your device and won't be sent to Apple without your consent. It will be used to provide you with personalized services, such as predictive traffic routing.

10. The Significant Locations feature also uses the acquired location data to predict where the user may go next:

These alerts draw on iOS 9's Frequent Locations feature, which the Maps app uses to provide what Apple calls predictive traffic routing. Your iPhone keeps track of places you've visited recently and often, then guesses where you're headed next and provides a corresponding traffic update.

11. The Significant Locations feature is used to provide to the user other predictive information, such as expected travel time:



12. The Significant Locations feature is used to determine whether, and when, to send other information to the user.

13. Apple has infringed, and continues to infringe, claims 1-5 of the '199 Patent by making, using, offering for sale, selling, and importing devices using iOS 7 and later releases that provide predictive information to the user based upon the user's prior presence at certain locations. (Attached as Exhibit A is a chart identifying, as specifically as possible without discovery, where each element of each asserted claim is found within the accused instrumentalities.)

14. Apple has infringed, and continues to infringe, claims 1-5 of the '199 Patent by actively inducing others to use, offer for sale, or sell devices that incorporate the Significant Locations feature. Apple's customers who use those devices in accordance with Apple's instructions infringe claims of the '199 Patent. Apple intentionally instructs its customers to infringe through training videos, demonstrations, brochures, and installation and user guides, such as those located at:

- www.apple.com, including:
www.apple.com/privacy/manage-your-privacy
- <https://support.apple.com>
- www.youtube.com, including:
www.youtube.com/watch?v=s2T9wOgYgjI

15. Apple has elected to maintain the infringing features of the software, rather than modify or remove those features.

16. Apple has infringed, and continues to infringe, claims 1-5 of the '199 Patent by contributing to the infringement by others, including customers using the Significant Locations feature, by offering to sell, selling, or importing a material or apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the '199 Patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use.

17. For example, the Significant Locations software is a material or apparatus for use in practicing a patented process. Furthermore, the software is a material part of the claimed inventions and not a staple article or commodity of commerce suitable for substantial non-infringing use.

18. Apple has been on notice of the '199 Patent since, at the latest, the service of the Complaint. By the time of trial, Apple will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of claims of the '199 Patent.

19. Apple may have infringed the '199 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Significant Locations feature.

20. Uniloc has been damaged by Apple's infringement of the '199 Patent.

COUNT II

(INFRINGEMENT OF U.S. PATENT No. 8,239,852)

21. Uniloc incorporates paragraphs 1-4, by reference.

22. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 8,239,852 ("the '852 Patent"), entitled REMOTE UPDATE OF COMPUTERS BASED ON PHYSICAL DEVICE RECOGNITION, which issued on August 7, 2012. (A copy of the '852 Patent was attached as Exhibit C to the Complaint (Dkt. 1)).

23. Uniloc USA is the exclusive licensee of the '852 Patent, with ownership of all substantial rights, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for infringement.

24. Apple makes, uses, and sells iOS software used in devices such as iPhones, iPads, iPods, and Mac devices. From time-to-time, Apple makes updated versions of the iOS software available for use on those devices.

25. In order to use Apple services such as iTunes, iCloud, and the App Store, users of Apple devices, such as iPhone and iPads, need to create an Apple ID:

Your Apple ID is [the account you use to access all Apple services](#)—and you only need one to sign in everywhere. If you use Apple services like the iTunes & App Stores, Apple Music, iCloud, iMessage, and FaceTime, then [you already have an Apple ID](#) and don't need to create a new one.

26. The following image shows that the Apple ID includes user-configurable parameters, such as a password:



27. As shown in the following, the Apple devices also store a non-user-configurable Unique Device Identifier (“UDID”):

A UDID is a 40 character string of letters and numbers, sort of like a serial number, and uniquely identifies a particular iOS device, including iPhones, iPads, and iPod touches. The alphanumeric code looks completely random to people, but it is actually based on various hardware characteristics. Like a serial number, each iOS device has a UDID that refers to only that specific device. You can see your own device's UDID by going into iTunes and clicking on your device's serial number on its sync screen.

28. The Apple ID and UDID allow for authentication of the user by Apple:

The device will always prompt for the Apple ID password. Password settings can be modified in General>Restrictions>Password Settings to either always require, or to only require after 15m. This authentication associates the device UDID with that Apple ID in Apple's iTunes cloud.

29. Users of such devices need to create an Apple ID, and the devices also use a UDID.

30. Each user's iOS software has a unique identifier.

31. The Apple devices incorporate at least one processor (e.g., A8), a memory connected to the processor for storing, inter alia, authentication software, and at least one transceiver for sending the authentication information to Apple.

32. To update a program configuration, the Apple devices send the authentication information, including Apple ID, UDID, and software identifier, to Apple.

33. If Apple confirms that the user is authentic, the user receives the updated software from Apple in accordance with the terms of Apple's end-user license agreements, such as the following:

B. Apple, at its discretion, may make available future upgrades or updates to the Apple Software for your Apple-branded computer. Upgrades and updates, if any, may not necessarily include all existing software features or new features that Apple releases for newer or other models of Apple-branded computers. The terms of this License will govern any software upgrades or updates provided by Apple that replace and/or supplement the original Apple Software product, unless such upgrade or update is accompanied by a separate license in which case the terms of that license will govern.

34. Apple has infringed, and continues to infringe, claims of the '852 Patent, including at least claim 18, by making, using, offering for sale, selling, and importing, inter alia, software and devices that provide for receiving upgrades from Apple, as described above. (Attached as Exhibit B is a chart identifying, as specifically as possible without discovery, where each element of each asserted claim is found within the accused instrumentalities.)

35. Apple has infringed, and continues to infringe, at least claim 18 of the '976 Patent by actively inducing others to use offer for sale, or sell the accused software and devices. Apple's customers who use those devices in accordance with Apple's instructions infringe at least claim 18 of the '852 Patent. Apple intentionally instructs its customers to infringe through training videos, demonstrations, brochures, and installation and user guides, such as those located at:

- www.apple.com
- <https://support.apple.com>

- <https://appleid.apple.com>
- <https://itunes.apple.com>
- www.youtube.com

Apple has elected to maintain the infringing features of the software rather than modify or remove those features.

36. Apple has infringed, and continues to infringe, at least claim 18 of the '852 Patent by contributing to the infringement by others, by making, offering to sell, and selling, the accused software, which is a component of a patented machine, manufacture, or combination, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the '852 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

37. Apple has been on notice of the '852 Patent since, at the latest, the service of the Complaint. By the time of trial, Apple will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of the '852 Patent.

38. Apple may have infringed the '852 Patent through other devices utilizing the same or reasonably similar functionality, including other versions of the accused devices.

39. Uniloc has been damaged by Apple's infringement of the '852 Patent.

PRAYER FOR RELIEF

Uniloc requests that the Court enter judgment against Apple:

- (A) declaring that Apple has infringed the '199 Patent and the '852 Patent;
- (B) awarding Uniloc its damages suffered as a result of Apple's infringement of the '199 Patent and the '852 Patent;

- (C) awarding Uniloc its costs, attorneys' fees, expenses, and interest; and
- (D) granting Uniloc such further relief as the Court decides is warranted.

Date: November 9, 2017

Respectfully submitted,

/s/ James J. Foster

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ATTORNEYS FOR THE PLAINTIFFS

CERTIFICATE OF SERVICE

I certify that all counsel of record who have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on November 9, 2017.

/s/ James J. Foster
