

1 M. ELIZABETH DAY (SBN 177125)
2 eday@feinday.com
3 DAVID ALBERTI (SBN 220265)
4 dalberti@feinday.com
5 SAL LIM (SBN 211836)
6 slim@feinday.com
7 MARC BELLOLI (SBN 244290)
8 mbelloli@feinday.com
9 **FEINBERG DAY ALBERTI LIM**
10 **& BELLOLI LLP**
11 1600 El Camino Real, Suite 280
12 Menlo Park, CA 94025
13 Tel: 650.618.4360
14 Fax: 650.618.4368

15 Attorneys for Uniloc 2017 LLC

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 UNILOC 2017 LLC

19 Plaintiff,

20 v.

21 MICROSOFT CORPORATION,

22 Defendant.

CASE NO. 8:18-cv-02224

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff Uniloc 2017 LLC (“Uniloc”), by and through the undersigned
2 counsel, hereby files this Complaint and makes the following allegations of patent
3 infringement relating to U.S. Patent No. 6,664,891 against Defendant Microsoft
4 Corporation (“Microsoft”), and alleges as follows upon actual knowledge with
5 respect to itself and its own acts and upon information and belief as to all other
6 matters:

7 **NATURE OF THE ACTION**

8 1. This is an action for patent infringement. Uniloc alleges that
9 Microsoft infringes U.S. Patent No. 6,664,891 (the “’891 patent”), a copy of which
10 is attached hereto as Exhibit A.

11 2. Uniloc alleges that Microsoft directly and indirectly infringes the ’891
12 patent by making, using, offering for sale and selling devices that constitute
13 communication systems that are capable of wireless message transmission and
14 receipt. Uniloc alleges that Microsoft also induces and contributes to the
15 infringement of others. Uniloc seeks damages and other relief for Microsoft’s
16 infringement of the ’891 patent.

17 **THE PARTIES**

18 3. Uniloc 2017 LLC is a Delaware corporation having places of business
19 at 1209 Orange Street, Wilmington, Delaware 19801, 620 Newport Center Drive,
20 Newport Beach, California 92660 and 102 N. College Avenue, Suite 303, Tyler,
21 TX 75702.

22 4. Uniloc holds all substantial rights, title and interest in and to the ’891
23 patent.

24 5. Upon information and belief, Defendant Microsoft is a corporation
25 organized and existing under the laws of the State of Washington, with the
26 following places of business in this District: 3 Park Plaza, Suite 1600, Irvine, CA
27 92614; 3333 Bristol Street, Suite 1249, Costa Mesa, CA 92626; 578 The Shops at
28 Mission Viejo, Mission Viejo, CA 92691; 331 Los Cerritos Center, Cerritos, CA

1 90703; 13031 West Jefferson Blvd., Suite 200, Los Angeles, CA 90094; 2140
2 Glendale Galleria, JCPenney Court, Glendale, CA 91210; 10250 Santa Monica
3 Blvd., Space #1045, Los Angeles, CA 90067; 6600 Topanga Canyon Blvd, Canoga
4 Park, CA 91303. Microsoft can be served with process by serving its registered
5 agent for service of process in California: Corporation Service Company which
6 Will Do Business in California as CSC - Lawyers Incorporating Service, 2710
7 Gateway Oaks Dr., Ste. 150, Sacramento, CA 95833.

8 **JURISDICTION AND VENUE**

9 6. This action for patent infringement arises under the Patent Laws of the
10 United States, 35 U.S.C. § 1 et. seq. This Court has original jurisdiction under 28
11 U.S.C. §§ 1331 and 1338.

12 7. This Court has both general and specific jurisdiction over Microsoft
13 because Microsoft has committed acts within the Central District of California
14 giving rise to this action and has established minimum contacts with this forum
15 such that the exercise of jurisdiction over Microsoft would not offend traditional
16 notions of fair play and substantial justice. Defendant Microsoft, directly and
17 through subsidiaries, intermediaries (including distributors, retailers, franchisees
18 and others), has committed and continues to commit acts of patent infringement in
19 this District, by, among other things, making, using, testing, selling, licensing,
20 importing and/or offering for sale/license products and services that infringe the
21 '891 patent.

22 8. Venue is proper in this district and division under 28 U.S.C. §§
23 1391(b)-(d) and 1400(b) because Microsoft has committed acts of infringement in
24 the Central District of California and has regular and established places of business
25 in the Central District of California.

26 **COUNT I– INFRINGEMENT OF U.S. PATENT NO. 6,664,891**

27 9. The allegations of paragraphs 1-8 of this Complaint are incorporated
28 by reference as though fully set forth herein.

1 10. The '891 patent titled, "Data Delivery Through Portable Devices,"
2 issued on December 16, 2003. A copy of the '891 patent is attached as Exhibit A.

3 11. Pursuant to 35 U.S.C. § 282, the '891 patent is presumed valid.

4 12. Microsoft makes, uses, offers for sale, and sells in the United States
5 and imports into the United States electronic communication systems including, for
6 example, the Microsoft Surface Keyboard, Surface Headphones, Surface Dial and
7 Precision Mouse that pair with other portable communication devices such as the
8 Surface Pro using Bluetooth LE beacons or Microsoft's Bluetooth Swift Pair
9 procedure (collectively the "Accused Infringing Devices").

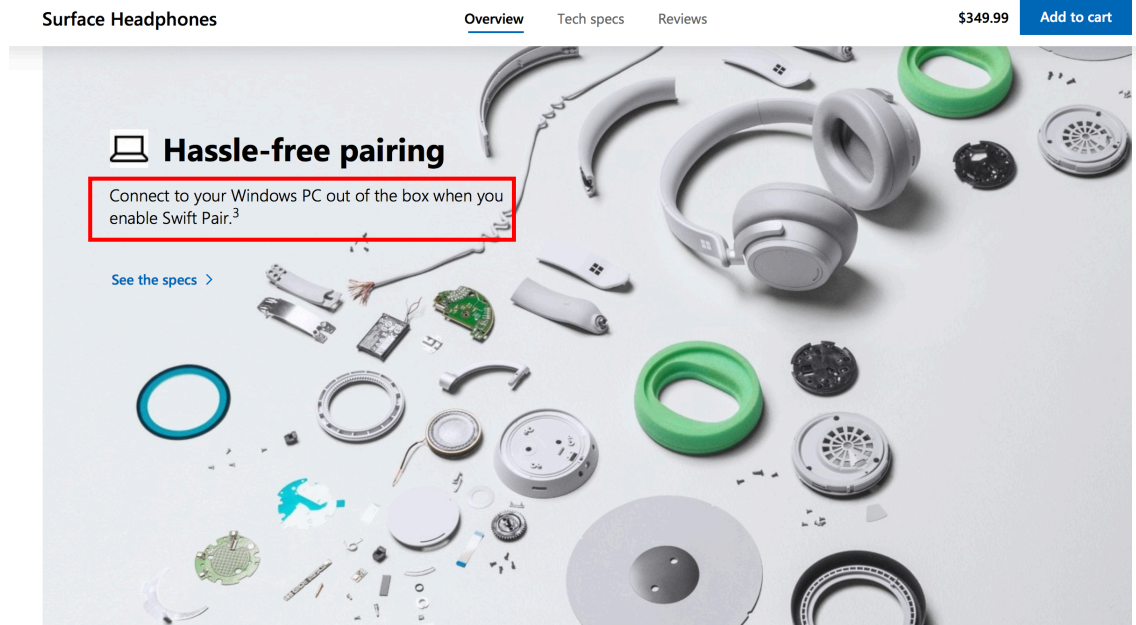
10 13. Upon information and belief, the Accused Infringing Devices infringe
11 claims 1 and 14 of the '891 patent in the exemplary manner described below.

12 14. The Accused Infringing Devices constitute a communication system
13 with at least one first portable device capable of wireless message transmission and
14 at least one second portable device capable of receiving such a message
15 transmission.

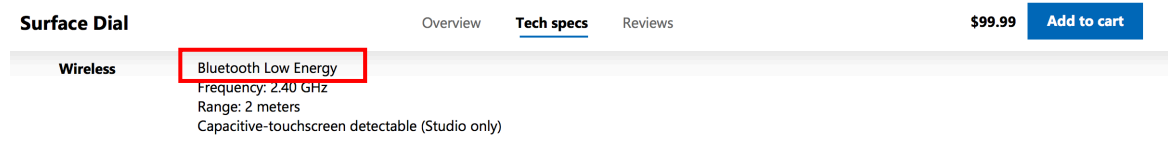
16 We are working hard to bring this to as many of your favorite
17 peripherals as possible. To try it out today, go pick up a [Surface
Precision Mouse](#), the first peripheral enabled with Swift Pair!

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19 **Source:** https://blogs.msdn.microsoft.com/btblog/2018/01/30/streamlined_pairing_for_bluetooth/

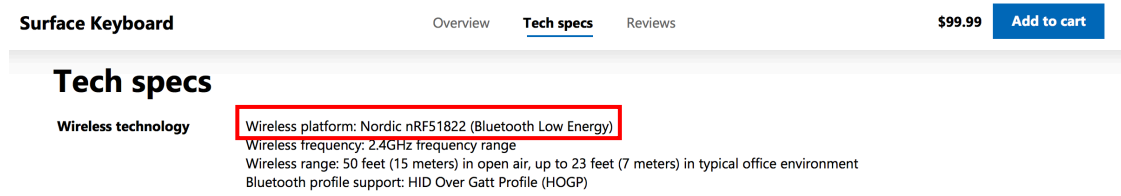
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Source: <https://www.microsoft.com/en-us/p/surface-headphones/8nrm8dz2zw43?activetab=pivot:overviewtab>



Source: <https://www.microsoft.com/en-us/p/surface-dial/925r551sktgn?activetab=pivot:techspecstab>



Source: <https://www.microsoft.com/en-us/p/surface-keyboard/8r3rqvvp4k/dsng?activetab=pivot:techspecstab>

Introduced in Windows 10, version 1803, Swift Pair is the newest way to pair your Bluetooth peripherals to Windows 10 PCs. This topic describes the feature, requirements about how peripherals can support Swift Pair, frequently asked questions about how this quick and convenient feature works.

Source: <https://docs.microsoft.com/en-us/windows-hardware/design/component->

1 guidelines/bluetooth-swift-pair

2 Surface Pro is designed for the full Windows
3 10 and Office* experience, including Windows
4 Ink and 3D effects. Get productive with easy
5 file syncing to your phone, quick access to
6 your people, and built-in comprehensive
7 security.

8 **Source:** <https://www.microsoft.com/en-us/surface/devices/surface-pro/overview>

9 15. The Accused Infringing Devices use Bluetooth LE beacons that
10 transmit messages to other portable devices in their proximity.

11 16. The Accused Infringing Devices broadcast a series of advertisements
12 (inquiry messages) using Bluetooth LE beacons. These broadcasts are received by
13 portable devices in the vicinity of a Bluetooth LE beacon. Swift Pair uses a series
14 of Bluetooth Low Energy (LE) advertisements (inquiries) to enable the Surface
15 Windows device to identify the peripheral as Swift Pair capable.

16 **Peripheral Behavior (Required)**

17 Discovery of Swift Pair peripherals happens over the Bluetooth Low Energy (LE)
18 protocol and requires the use of LE advertisements. Windows uses this
19 advertisement to identify a peripheral as Swift Pair capable. This advertisement
20 must contain **one of the Microsoft defined vendor sections** (shown in Fig 2-4)
21 **in the advertisement while in pairing mode.**

22 **2.5 Broadcast Interval**

23 A beacon achieves low-power consumption by residing in sleep most of the operating time, only waking
24 up briefly to broadcast data. The time between these broadcast events are referred to as advertising
25 interval, which is illustrated in [Figure 4](#). For non-connectable beacons, the interval cannot be smaller than
26 100 ms. For connectable beacons, it cannot be smaller than 20 ms. To this interval, a 0-10 ms pseudo-
27 random delay is added to ensure that beacons can coexist, even if they might start broadcasting at the
28 same time.

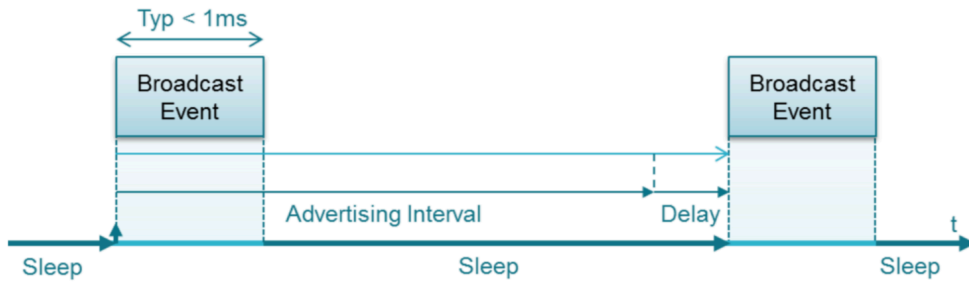


Figure 4. Advertising Interval

Source: <http://www.ti.com/lit/an/swra475a/swra475a.pdf>

17. Bluetooth advertisements (inquiry messages) as transmitted by the beacons contain a plurality of predetermined data fields, such as the preamble, Access address, PDU header and Broadcast address.

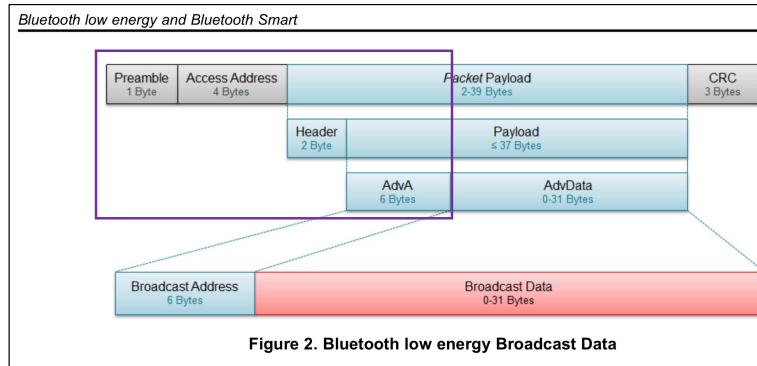
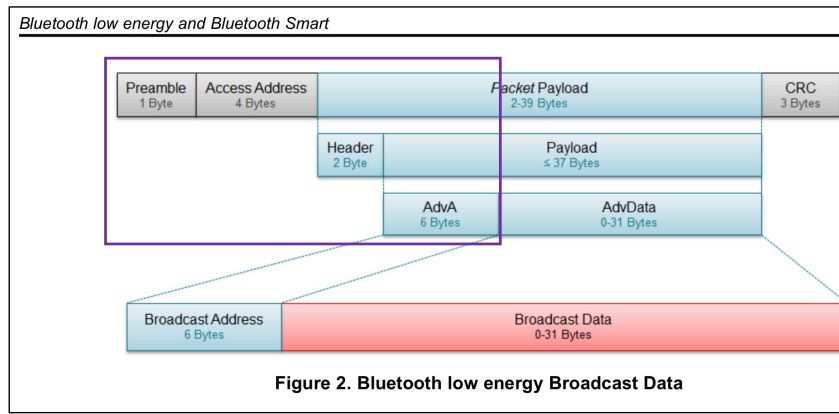


Figure 2. Bluetooth low energy Broadcast Data

Source: <http://www.ti.com/lit/an/swra475a/swra475a.pdf> Application Report SWRA475A– January 2015–Revised October 2016 , Bluetooth® low energy Beacons , p4

18. Bluetooth LE advertisements (inquiry messages) as used by Swift Pair contain a plurality of predetermined data fields, such as the preamble, Access address, PDU header and Broadcast address.

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Source: <http://www.ti.com/lit/an/swra475a/swra475a.pdf> Application Report SWRA475A–January 2015–Revised October 2016 , Bluetooth® low energy Beacons , p4

19. The beacon advertisements add a broadcast message prior to transmission such that suitably configured other portable devices may receive the transmitted inquiry messages. Microsoft’s Swift Pair requires a specific advertisement PDU payload beyond the required Broadcast Address that includes a Microsoft Beacon ID, identifying the advertisement as a Swift Pair polling message to a Windows Surface Pro.

Peripheral Behavior (Required)

Discovery of Swift Pair peripherals happens over the Bluetooth Low Energy (LE) protocol and **requires the use of LE advertisements.** Windows uses this advertisement to identify a peripheral as Swift Pair capable. This advertisement must contain one of the Microsoft defined vendor sections (shown in Fig 2-4) in the advertisement while in pairing mode.

Octet	0	1	2	3	4	5	6	7	??
Value	0x??	0xff	0x06	0x00	0x03	0x00	0x80	0x??	0x??
Description	Length	Vendor Defined Flag	Microsoft Vendor ID	Microsoft Vendor ID	Microsoft Beacon ID	Microsoft Beacon Sub Scenario	Reserved RSSI Byte	Display Name	

Payload Content

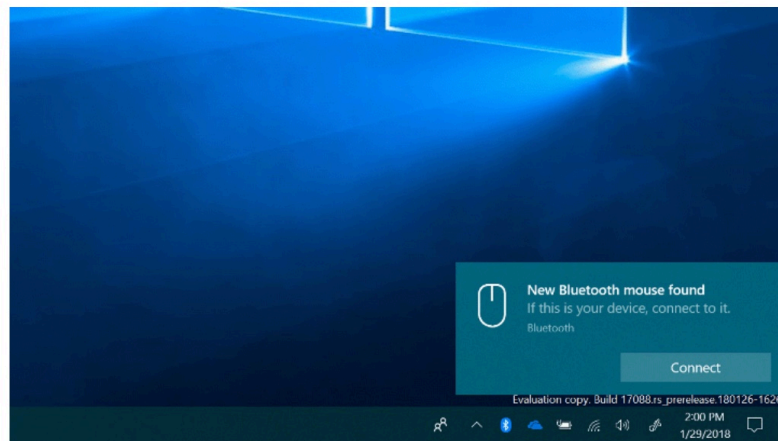
Microsoft Beacon ID & Sub Scenario

- The Microsoft Beacon ID helps identify that the advertisement is for this experience and will detail how the peripheral will pair, each unique ID has a unique payload.

Source: <https://docs.microsoft.com/en-us/windows-hardware/design/component-guidelines/bluetooth-swift-pair>

20. The Surface Pro will receive the transmitted inquiry messages and read the broadcast data from said additional data field, and in response, display a notification to the user and complete the pairing (responding to the poll) if the user agrees to pair.

1. Put the Bluetooth peripheral in pairing mode
2. When the peripheral is close by, Windows will show a notification to the user
3. Selecting "Connect" starts pairing the peripheral
4. When the peripheral is no longer in pairing mode or is no longer nearby, Windows will remove the notification from the Action Center



Source: <https://docs.microsoft.com/en-us/windows-hardware/design/component-guidelines/bluetooth-swift-pair>

21. Microsoft has infringed, and continues to infringe, at least claims 1 and 14 of the '891 patent in the United States, by making, using, offering for sale,

1 selling and/or importing the Accused Infringing Devices in violation of 35 U.S.C. §
2 271(a).

3 22. Microsoft also has infringed, and continues to infringe, at least claim
4 14 of the '891 patent by actively inducing others to use, offer for sale, and sell the
5 Accused Infringing Devices. Microsoft's users, customers, agents or other third
6 parties who use those devices in accordance with Microsoft's instructions infringe
7 claim 14 of the '891 patent, in violation of 35 U.S.C. § 271(a). Microsoft
8 intentionally instructs its customers to infringe through training videos,
9 demonstrations, brochures, installation and user guides, such as those located at:
10 www.microsoft.com and [https://docs.microsoft.com/en-us/windows-](https://docs.microsoft.com/en-us/windows-hardware/design/component-guidelines/bluetooth-swift-pair)
11 [hardware/design/component-guidelines/bluetooth-swift-pair](https://docs.microsoft.com/en-us/windows-hardware/design/component-guidelines/bluetooth-swift-pair);
12 [https://blogs.msdn.microsoft.com/btblog/2018/01/30/streamlined_pairing_for_bluet](https://blogs.msdn.microsoft.com/btblog/2018/01/30/streamlined_pairing_for_bluetooth/)
13 [ooth/](https://blogs.msdn.microsoft.com/btblog/2018/01/30/streamlined_pairing_for_bluetooth/); [https://community.windows.com/en-us/videos/swift-pair-makes-pairing-and-](https://community.windows.com/en-us/videos/swift-pair-makes-pairing-and-connecting-your-bluetooth-devices-a-snap/8mibYyBaGqI)
14 [connecting-your-bluetooth-devices-a-snap/8mibYyBaGqI](https://community.windows.com/en-us/videos/swift-pair-makes-pairing-and-connecting-your-bluetooth-devices-a-snap/8mibYyBaGqI);
15 <https://support.microsoft.com/en-us/products/surface-devices>; and related domains
16 and subdomains. Microsoft is thereby liable for infringement of the '891 patent
17 under 35 U.S.C. § 271(b).

18 23. Microsoft also has infringed, and continues to infringe, at least claim
19 14 of the '891 patent by offering to commercially distribute, commercially
20 distributing, or importing the Accused Infringing Devices which devices are used in
21 practicing the processes, or using the systems, of the '891 patent, and constitute a
22 material part of the invention. Microsoft knows portions of the Accused Infringing
23 Devices to be especially made or especially adapted for use in infringement of the
24 '891 patent, not a staple article, and not a commodity of commerce suitable for
25 substantial noninfringing use. Microsoft is thereby liable for infringement of the
26 '891 patent under 35 U.S.C. § 271(c).

27 24. Microsoft is on notice of its infringement of the '891 patent by virtue
28 of a letter from Uniloc to Microsoft dated December 14, 2018. Microsoft knows

1 and/or is willfully blind to the fact that its continued actions actively induce and
2 contribute to the infringement of at least claim 14 of the '891 patent.

3 25. Upon information and belief, Microsoft may have infringed and
4 continues to infringe the '891 patent through other software and devices utilizing the
5 same or reasonably similar functionality, including other versions of the Accused
6 Infringing Devices.

7 26. Microsoft's acts of direct and indirect infringement have caused and
8 continue to cause damage to Uniloc and Uniloc is entitled to recover damages
9 sustained as a result of Microsoft's wrongful acts in an amount subject to proof at
10 trial.

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PRAYER FOR RELIEF

1
2 WHEREFORE, plaintiff Uniloc 2017 LLC respectfully prays that the Court
3 enter judgment in its favor and against Microsoft as follows:

4 a. A judgment that Microsoft has infringed one or more claims of
5 the '891 patent literally and/or under the doctrine of equivalents directly and/or
6 indirectly by inducing infringement and/or by contributory infringement;

7 b. That this Court find that Microsoft has infringed the '891 patent
8 and award Uniloc its damages pursuant to 35 U.S.C. § 284 and any royalties
9 determined to be appropriate;

10 c. That this be determined to be an exceptional case under 35
11 U.S.C. § 285 and that Uniloc be awarded enhanced damages up to treble damages
12 for willful infringement as provided by 35 U.S.C. § 284;

13 d. That this Court award Uniloc prejudgment and post-judgment
14 interest on its damages;

15 e. That Uniloc be granted its reasonable attorneys' fees in this
16 action;

17 f. That this Court award Uniloc its costs; and

18 g. That this Court award Uniloc such other and further relief as the
19 Court deems proper.

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DEMAND FOR JURY TRIAL

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

Dated: December 14, 2018

FEINBERG DAY ALBERTI LIM &
BELLOLI LLP

By: */s/ M. Elizabeth Day*
M. Elizabeth Day

Attorneys for Plaintiff
Uniloc 2017 LLC