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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

ZOHO CORPORATION

Plaintiff,

v.

SENTIUS INTERNATIONAL, LLC

Defendant.

Case No: 3:19-cv-00001-YGR

**FIRST AMENDED COMPLAINT FOR  
DECLARATORY JUDGMENT**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Zoho Corporation (“Zoho” or “Plaintiff”), by and through its attorneys, brings the  
2 following First Amended Complaint against Defendant Sentius International, LLC (“Sentius” or  
3 “Defendant”) for a declaratory judgment of non-infringement as follows:

4 **NATURE OF THE ACTION**

5 1. Pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, and the patent  
6 laws of the United States, 35 U.S.C. § 101 *et seq.*, Zoho seeks a declaratory judgment of non-  
7 infringement of U.S. Patent Nos. 7,672,985 (“’985 patent”) and RE43,633 (“’633 patent”)  
8 (collectively “the patents-in-suit”).

9 2. Sentius has contacted Zoho and asserted that the spell check feature in three of Zoho’s  
10 products (Zoho Mail, Zoho Docs and Zoho Recruit) (collectively “accused Zoho products”) infringe  
11 the patents-in-suit. Because Sentius’s assertions have no merit and the accused Zoho products do not  
12 infringe the patents-in-suit, Zoho seeks a declaratory judgment of non-infringement.

13 **THE PARTIES**

14 3. Zoho is a corporation organized and existing under the laws of California with a  
15 principal place of business in the Northern District of California.

16 4. Sentius has alleged that it is a limited liability company organized and existing under  
17 the laws of Virginia with its principal place of business at 8300 Greensboro Drive, Suite 800,  
18 McLean, VA, 22102.

19 **JURISDICTION AND VENUE**

20 5. This is a civil action regarding patent non-infringement arising under the patent laws  
21 of the United States. Sentius has asserted that the patents-in-suit read on the accused Zoho products.  
22 Zoho does not infringe the patents-in-suit. Thus, a substantial controversy exists between Zoho and  
23 Sentius that is of sufficient immediacy and reality to empower the Court to issue a declaratory  
24 judgment.

25 6. This Court has subject matter jurisdiction over this declaratory judgment action  
26 pursuant to 28 U.S.C. §§ 1331 and 1338(a) and pursuant to 28 U.S.C. §§ 2201 and 2202.

27 7. This Court has personal jurisdiction over Sentius, because Sentius has purposefully  
28 and affirmatively engaged in a more than six-year long campaign of enforcing the patents-in-suit in

1 this District. For example, on February 22, 2013 Sentius filed a lawsuit in this District against  
2 Microsoft Corporation (“Microsoft”) for alleged infringement of both of the patents-in-suit. For the  
3 next two years, Sentius engaged in active litigation in this District asserting the patents-in-suit and  
4 availing itself of the laws and judicial resources of this District. Sentius engaged counsel in  
5 California to assist it with that litigation. Representatives of Sentius also traveled to this District to  
6 assist in this enforcement effort. Sentius, through its agents, worked in California and in this District  
7 enforcing the patents-in-suit.

8         8. In the course of its enforcement campaign Sentius targeted at least thirty companies  
9 located in California asserting that such companies were practicing one or more of the patents-in-suit  
10 without a license. Sentius sent correspondence to these companies and, on information and belief,  
11 communicated over the phone with one or more of these companies regarding enforcement of one or  
12 more of the patents-in-suit. Sentius also engaged counsel in this District to act as its agent in the  
13 enforcement campaign. On information and belief, from his offices in this District, Sentius’ counsel  
14 acting as Sentius’ agent participated in a broad range of activities in the furtherance of enforcement  
15 of the patents-in-suit including participation in the preparation of Complaints, briefing, letters and  
16 infringement analysis. On information and belief, agents for Sentius traveled to this District to meet  
17 with one or more companies to discuss the company’s alleged infringement of one or more of the  
18 patents-in-suit. With the assistance of counsel located in this District, Sentius sent multiple instances  
19 of correspondence to Zoho asserting that Zoho’s products infringe the patents-in-suit. With these  
20 letters Sentius sent charts indicating how Sentius believes Zoho’s products practice the patents-in-  
21 suit.

22         9. Sentius also entered into an agreement with a company based in California whereby it  
23 licensed one or more of the patents-in-suit.

24         10. On information and belief, Sentius’ operations are limited to patent enforcement.  
25 Thus, a substantial portion of Sentius’ operations (related to enforcement of its patents (including the  
26 patents-in-suit)) have occurred in this District.

27         11. Venue is proper in this court under 28 U.S.C. § 1391(b) because the events which give  
28 rise to the requested remedy occurred in district.

**INTRADISTRICT ASSIGNMENT**

12. This is an intellectual property action to be assigned on a district wide basis pursuant to Civil L.R. 3-2(c).

**BACKGROUND FACTS**

13. In late 2015 Sentius sent correspondence to Zoho asserting that certain Zoho products infringe the '633 patent. Zoho responded in early 2016 explaining that its product did not infringe the '633 patent.

14. In August 2018 Sentius again contacted Zoho asserting that the accused Zoho products infringe the '633 patent and, in addition, it contended that Zoho infringed the '985 patent. Sentius requested that Zoho take a license to these patents.

15. Despite Sentius's assertions, Zoho does not infringe either of the patents-in-suit.

**FIRST CLAIM FOR RELIEF**

**(Declaratory Judgement of Non-Infringement of the '985 Patent)**

16. Zoho repeats and realleges each and every allegation contained in the preceding paragraphs above as if fully set forth herein.

17. Sentius claims to own all right, title and interest in the '985 patent, including rights to enforce the '985 patent and recover for its infringement.

18. Sentius has asserted that the Zoho Mail, Zoho Docs and Zoho Recruit products infringe the '985 patent.

19. Zoho does not infringe, directly or indirectly, the '985 patent.

20. An actual controversy exists between Zoho and Sentius concerning non-infringement of the '985 patent.

21. Accordingly, Zoho seeks a declaration that the claims of the '985 patent are not infringed.

**SECOND CLAIM FOR RELIEF**

**(Declaratory Judgement of Non-Infringement of the '633 Patent)**

22. Zoho repeats and realleges each and every allegation contained in the preceding paragraphs above as if fully set forth herein.

23. Sentius claims to own all right, title and interest in the '633 patent, including rights to enforce the '633 patent and recover for its infringement.

24. Sentius has asserted that the Zoho Mail, Zoho Docs and Zoho Recruit products infringe the '633 patent.

25. Zoho does not infringe, directly or indirectly, the '633 patent.

26. An actual controversy exists between Zoho and Sentius concerning non-infringement of the '633 patent.

27. Accordingly, Zoho seeks a declaration that the claims of the '633 patent are not infringed.

#### **PRAYER FOR RELIEF**

WHEREFORE, Zoho prays for judgment as follows:

A. A declaration that Zoho has not infringed and is not infringing, either literally or by virtue of the doctrine of equivalents, any valid or enforceable claim of the '985 patent, that Zoho has not contributed to or induced, and is not contributing to or inducing, infringement of the '985 patent, and that Zoho is not liable for any infringement;

B. A declaration that Zoho has not infringed and is not infringing, either literally or by virtue of the doctrine of equivalents, any valid or enforceable claim of the '633 patent, that Zoho has not contributed to or induced, and is not contributing to or inducing, infringement of the '633 patent, and that Zoho is not liable for any infringement;

C. A declaration that this is an exceptional case within the meaning of 35 U.S.C. § 285 and that Zoho be awarded its attorneys' fees; and

D. Any and all other relief to which Zoho may be entitled or which this Court deems just and proper.

#### **DEMAND FOR JURY TRIAL**

Zoho demands trial by jury on all issues so triable.

Dated: March 18, 2019

Respectfully submitted,

MARTON RIBERA SCHUMANN & CHANG LLP

By: /s/ Ryan J. Marton  
Ryan J. Marton

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