

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

Zilkr Cloud Technologies, LLC

*Plaintiff,*

v.

RingCentral, Inc.

*Defendant.*

CASE NO. 3:21-cv-2807

Jury Trial Demanded

**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Zilkr Cloud Technologies, LLC (“Zilkr”) files this complaint for patent infringement against Defendant RingCentral, Inc. (“RingCentral”) and in support alleges as follows:

**NATURE OF THE ACTION**

1. This is a civil action arising under the Patent Laws of the United States, 35 U.S.C. § 271, *et seq.*

**THE PARTIES**

2. Zilkr is a Texas limited liability company with its principal place of business at 10601 Little Thicket Rd, Austin, Texas 78736.

3. Upon information and belief, RingCentral is a Delaware corporation, having a principal place of business at 20 Davis Drive, Belmont, California, 94002. RingCentral offers its products, including those accused herein of infringement, to customers and/or potential customers located in Texas and the Northern District of Texas. RingCentral is registered to do business in Texas and RingCentral may be served with process through its registered agent: C T Corporation System, 1999 Bryan St., Ste. 900, Dallas, TX 75201-3136.

**JURISDICTION AND VENUE**

4. This Court has jurisdiction over the subject matter of this action asserted herein under the Patent Laws of the United States, United States Code, Title 35. This is an action for patent infringement that arises under the patent laws of the United States, 35 U.S.C. § 271, *et seq.*

5. This Court has original subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

6. This Court has personal jurisdiction over RingCentral. RingCentral has sustained and systematic activities in this District and is committing infringing acts in Texas and this District. RingCentral regularly conducts business in the State of Texas and within this District, including the sale of the accused product that is the subject of this patent infringement lawsuit. Upon information and belief, RingCentral employees responsible for the accused products work in this District. Furthermore, RingCentral actively recruits individuals for employment in this District. RingCentral engages in other persistent courses of conduct and derives substantial revenue from products and/or services provided in this District and in Texas, and has purposefully established substantial, systematic, and continuous contacts within this District and should reasonably expect to be sued in a court in this District. For example, upon information and belief, RingCentral has offices in this District. RingCentral also has a registered agent for service in Texas. RingCentral also has a data center in Dallas, Texas, which is a part of the accused systems and methods. Thus, RingCentral is subject to this Court's jurisdiction.

7. Venue properly lies in this District under 28 U.S.C. § 1400(b) because Defendant has committed acts of infringement in this District. Infringement is occurring within the State of Texas and this District through RingCentral's distribution and sales of RingCentral MVP, formerly called

RingCentral Office (the “Accused Product”).<sup>1</sup> RingCentral has manufactured, distributed, sold, and/or offered to sell the Accused Product to customers for use throughout this District.

**RingCentral Employees in the Northern District and Throughout Texas**

8. RingCentral has employees that work in the Northern District of Texas.

9. At least two dozen RingCentral employees identify themselves on LinkedIn as located in the Dallas-Fort Worth area. These individuals have titles such as Global Enterprise Engineer; VP - NA Field Sales; Pre-Sales Engineer; Senior Solutions Engineer, Strategics; Enterprise Account Executive; VP, Global Strategic Partner Sales; Sr. Account Executive - Major Accounts; RVP Strategic Accounts; Sr. Account Executive, Strategic Enterprise; Regional Partner Manager; Regional Vice President, Enterprise; Senior Product Marketing Manager; Sr. Strategic Enterprise Account Executive; Partner Programs Manager; Channel Sales & Partner Development Leader; Enterprise Account Executive; Global Enterprise Technical Account Manager; AVP of Service Provider Sales; Team Lead, Senior Account Executive - Major Accounts; AT&T Channel Manager; Director of Sales Engineering; Sales Enablement, Enterprise; Digital Marketing Specialist; Global Porting Specialist; Program Manager; Regional VP, Major Accounts; Sales Solutions Engineer; Product Marketing Manager Global Services Providers; Pre-Sales Engineer-Unified Communications.

10. RingCentral has other employees that work throughout Texas. Over a dozen RingCentral employees identify themselves on LinkedIn as located in the Austin, Texas area. These individuals have titles such as VP, Engineering Application; Chief Marketing Data Scientist; Enterprise Account Executive; Sr. Account Executive – Healthcare; Senior Corporate Counsel, Strategic Partnerships; Chief Information Security Officer; Senior Regional Partner Manager;

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<sup>1</sup> RingCentral Office is now RingCentral MVP (see <https://www.ringcentral.com/office/plansandpricing.html#office>), and both are subject to the infringement claims here.

Strategic Partner Manager; Manager of Marketing Data Engineering; Strategic Partner Manager; Business System Analyst/CRM Portfolio Manager; Senior Account Executive; Video Collaboration Specialist; Signature Account Manager - Major Accounts; Regional Vice President; Senior Account Executive; and Sr. Solutions Consultant.

11. RingCentral employs at least two dozen individuals in this District in furtherance of its regular and established place of business. On information and belief, the employees are maintained in the District for the benefit of RingCentral, not merely for the convenience of the employees. Based upon publicly available information put forth by RingCentral and its employees, the employees located in the Dallas-Fort Worth area have responsibilities associated with the Accused Product.

12. On information and belief, the RingCentral employees in this District have marketing materials and other supporting materials about its products and services, including the Accused Product, to provide to their customers and/or prospective customers located in this District.

**RingCentral Seeks Job Applicants from this District**

13. In addition to the presence of its employees in the District, RingCentral also actively recruits in this District for customer facing roles, such as members of their teams who provide pre-sales support for RingCentral products and services, and who have responsibility for customers in an assigned territory including this District.

14. RingCentral recently posted on LinkedIn seeking a Professional Services Business Development Manager in Dallas, Texas, focusing on growing RingCentral's product and service offerings in the area. Upon information and belief, RingCentral solicits applications from individuals in the Dallas-Fort Worth area for jobs that include responsibilities associated with the Accused Product for clients specifically in the Texas region.

**RingCentral Holds Customer Events in this District**

15. RingCentral also holds events in this District for its customers.

16. For example, in 2018, RingCentral hosted RingCentral Forum Live in Dallas, which it claims “often marks the starting point of the strategic partnerships [it] forms with all new customers.” RingCentral’s purpose of holding the event was to engage its customers and potential customers about RingCentral’s products.

### **FACTUAL BACKGROUND**

#### **Plaintiff Zilkr**

17. Zilkr is an Austin-based technology start-up that specializes in cloud technology to solve integration problems faced by telecommunications companies.

18. Zilkr is the owner, by assignment, of the patents-in-suit: U.S. Patent Nos. 9,210,254 (the ’254 Patent) attached as Exhibit A, 9,742,926 (the ’926 Patent) attached as Exhibit B, 9,883,047 (the ’047 Patent) attached as Exhibit C, and 9,998,607 (the ’607 Patent) attached as Exhibit D.

19. Zilkr’s predecessor, Shango LLC (“Shango”), was founded in 2013 by David Walsh and Evin Hunt of Austin, Texas, inventors of the asserted patents. Shango was located in Austin, Texas and included a team of employees who were seasoned engineers with telecommunications and cloud domain expertise. Shango was spun out of another company, StarView Solutions, to focus on development and commercialization of two platforms: Prism and Unify. Shango was a leading developer of API-based cloud platforms. Shango’s Unify platform tied applications to a phone number provided by carriers to allow the user to customize their experience. Hunt believed that the most valuable subscriber identifier was the telephone number.

20. Shango became Zilkr in April 2016. Both Shango and Zilkr were ahead of their time. Zilkr and its predecessor developed products to unify applications, services, developers, and operator networks so that end users are ultimately more successful in doing the things that inspire them.

21. Zilkr and its predecessor recognized a limitation of then-existing telecommunications services, as set forth, for example, in the patents-in-suit. By way of example, if a user wished to add services or application to their existing phone service, users had to navigate different ecosystems

created by third-party providers. *See, e.g.*, Ex. A at 1:27-33. These ecosystems were outside of the user's phone service, which presented the user with challenges in managing and activating the services and applications. *See, e.g., id.*

22. Third-party service and application providers, on the other hand, faced challenges in integrating users because there was not a single platform to interconnect with all of a telecommunications company's users. *See, e.g.*, Ex. C at 7:15-28.

23. In the prior art systems, the number of services provided through a telecommunications provider were limited because for a third-party service to be integrated into the telecommunications system, the third-party service must be adapted to work with the APIs of the telecommunications system. This caused problems for third-party service providers. By using a common interface, the unified services platform can act as a translation service for the third-party services. *See, e.g.*, Ex. C at 8:46-54. The inventors of the patents-in-suit recognized the need for a unified services platform to enable a telecommunications system with one-to-many third-party service and application integrations. *See, e.g.*, Ex. C at 7:15-28.

24. The inventors of the patents-in-suit believed that integrated services and applications in telecommunications systems were the future because they would allow remote working flexibility and allow for the integration of phone and other services and applications that customers use into one platform that could be personalized based on the needs of the user or business. *See, e.g.*, Ex. C at 7:2-14. Shango and Zilkr also believed that integrating phone services (e.g, voice and SMS/text messaging) with other services and applications into one platform would increase efficiencies and improve the capabilities of users to better perform at their jobs and serve their customers.

25. From their perspective, there was a need for third party services and operator networks to seamlessly come together to create the simplest and most advanced new ways for people to communicate that was customizable. Zilkr's inventions claimed in the patents-in-suit filled that need.

26. The patents-in-suit provide technical solutions for telecommunication systems. The patents-in-suit detail the systems and methods underlying this novel technology. Zilkr’s technology succeeded in becoming integrated into the platforms of telecommunication companies. The Zilkr technology increases revenue and customer retention by allowing users to integrate multiple third-party services with the user’s phone number all from a unified platform. *See, e.g.*, Ex. C at 7:37-40 (“The ability to integrate into the unified platform once and become available everywhere thus greatly increases the value to the service, the network provider, and/or the user.”).

### **RingCentral’s Infringing Product**

27. RingCentral’s flagship product, RingCentral MVP (formerly known as RingCentral Office) is according to RingCentral, an “award-winning cloud communications system that delivers unified team messaging, collaboration, video meetings, coupled with unified voice, fax, and text for businesses of all sizes.” According to RingCentral, “[t]he RingCentral app is a unified communications platform. . .” RingCentral MVP User Basics Training Guide at 5. The platform also allows businesses to integrate apps and has over 180 integrations in the RingCentral app gallery.

28. RingCentral touts the benefits of integration of third-party applications so that employees can work more efficiently and connect with their teams and each other:

#### **Integrate third-party apps**

The app integration feature lets you integrate third-party apps with the RingCentral app to access services and features from other applications that your organization uses, making your daily workflow more efficient.

29. On or around September 2015, Zilkr’s predecessor, Shango, met with RingCentral management to discuss its innovative Unify platform. The meeting occurred virtually from Shango’s Austin offices. RingCentral’s product team met again with Shango later that month where RingCentral’s product engineers were disclosed detailed technical information about the Shango Unify platform and its capabilities. Shango disclosed to RingCentral’s team the patents it had

surrounding its platform and technology. At the time, Shango believed that RingCentral was interested in incorporating the Shango Unify platform with its offerings. Instead, upon information and belief, RingCentral took the information from that meeting and copied those features into the Accused Product.

**COUNT I—PATENT INFRINGEMENT OF THE '254 PATENT**

30. Zilkr re-alleges the foregoing paragraphs as if fully set forth herein.

31. The '254 Patent, entitled “Unified Services Platform Using a Telephone Number as a Common Subscriber Identifier” issued on December 8, 2015 to inventor Evin Hunt of Austin, Texas. Zilkr is the owner, by assignment of the '254 Patent. Zilkr owns all rights, interest, and title in and to the '254 Patent, including the right to bring this action and enforce the '254 Patent against infringers, and to collect damages for all relevant times.

32. Prior to the '254 Patent, if a user wished to add services or applications to their existing phone service, users had to navigate different ecosystems created by third-party providers. *See, e.g.*, Ex. A at 1:27-33. These ecosystems were outside of the user’s phone service, which presented the user with challenges in managing and activating the services and applications. *See, e.g., id.* The inventions claimed in the '254 Patent solved these challenges by creating a unified services platform or unified storefront that allows for the association of internet protocol (IP) enabled services with telephone numbers. *See, e.g., id.* at 1:34-36, 1:43-55, claims 1-3. For example, the '254 Patent claims that the telephone number is associated with routing and interworking data necessary to utilize the third-party service or application.

33. RingCentral has made, used, supplied, distributed, sold and/or offered for sale the RingCentral MVP product, formerly known as RingCentral Office.

34. As set forth in the attached claim chart (Exhibit E), RingCentral directly infringes, either literally or under the doctrine of equivalents, at least claims 1-3 of the '254 Patent, for example,



by making, using, selling, and/or offering to sell RingCentral MVP (formerly known as RingCentral Office) subscription services.

35. In addition, RingCentral knowingly induces its customers to directly infringe, either literally or under the doctrine of equivalents, at least claims 1-3 of the '254 Patent. At a minimum, RingCentral has been aware that the claims in the application that became the '254 Patent were allowed before the filing of this complaint. RingCentral directs, instructs, and supports its business customers using RingCentral MVP through personal sales, customer support, and user and admin guides. In particular, RingCentral instructs its customers to use the RingCentral MVP product and configures the platform using a phone number as the common subscriber identifier, with knowledge of the '254 Patent and its infringement by the Accused Product. RingCentral also instructs its customers to view apps to integrate with their RingCentral phone system:

The **Apps** section on the upper right-hand side contains a link to the [App Gallery](#), where you can view the available apps you can integrate with your RingCentral phone system.

RingCentral MVP Admin Guide at 24.

36. The preceding discussion of claims 1-3 in the '254 Patent serves as an example only. The Accused Product infringes other claims in the '254 Patent upon same or similar grounds. Zilkr reserves its right to identify additional claims and additional infringing products as supported by discovery in the case.

37. As a result of RingCentral's unlawful infringement of the '254 Patent, Zilkr has suffered and will continue to suffer damage. Zilkr is entitled to recover from RingCentral the damages suffered by Zilkr as a result of RingCentral's unlawful acts of infringement.

38. On information and belief and at a minimum, RingCentral has been aware that the claims in the application that became the '254 Patent were allowed before the filing of this complaint and its infringement has been willful and egregious. Because of RingCentral's willful and egregious

infringement, Zilkr is entitled to enhanced damages, in the form of treble damages, under 35 U.S.C. § 284.

39. To the extent RingCentral did not learn of the '254 Patent and its infringement before the filing of this complaint by virtue of its discussions with Shango and communications from Zilkr, RingCentral was willfully blind to its infringement of the '254 Patent.

40. Furthermore, because RingCentral's infringement of the '254 Patent is willful, this action is "exceptional" within the meaning of 35 U.S.C. § 285, entitling Zilkr to its attorneys' fees and expenses.

41. On information and belief, RingCentral intends to continue its unlawful infringing activity, and Zilkr will suffer irreparable harm for which there is no adequate remedy at law unless this court enjoins RingCentral from further infringing activity.

42. Zilkr has complied with 35 U.S.C. § 287 with respect to the '254 Patent.

#### **COUNT II—PATENT INFRINGEMENT OF THE '926 PATENT**

43. Zilkr re-alleges the foregoing paragraphs as if fully set forth herein.

44. The '926 Patent, entitled "Unified Services Platform Using a Telephone Number as a Common Subscriber Identifier" issued on August 22, 2017 to inventor Evin Hunt of Austin, Texas. Zilkr is the owner, by assignment of the '926 Patent. Zilkr owns all rights, interest, and title in and to the '926 Patent, including the right to bring this action and enforce the '926 Patent against infringers, and to collect damages for all relevant times.

45. The '926 Patent is a continuation of the '254 patent. Like the '254 Patent, the inventions of the '926 Patent help solve the challenges when a user wished to add services or application to their existing phone service. *See, e.g.*, Ex. B at 1:33-40. Third-party ecosystems that were outside of the user's phone service presented the user with challenges in managing and activating the services and applications. *See, e.g., id.* The inventions claimed in the '926 Patent solved these challenges by creating a unified services platform or unified storefront that allows for the

association of internet protocol (IP) enabled services with telephone numbers. *See, e.g., id.* at 1:41-43, 1:50-63, claim 1. For example, the unified storefront can manage multiple services associated with a phone number and enable a user to subscribe to one or more services through the unified storefront.

46. As set forth in the attached claim chart (Exhibit F), RingCentral directly infringes, either literally or under the doctrine of equivalents, at least claim 1 of the '926 Patent, for example, by making, using, selling, and/or offering to sell RingCentral MVP (formerly known as RingCentral Office) subscription services.

47. In addition, RingCentral knowingly induces its customers to directly infringe, either literally or under the doctrine of equivalents, at least claim 1 of the '926 Patent. RingCentral has known about the '926 Patent before the filing of this complaint. RingCentral directs, instructs, and supports its business customers using RingCentral MVP through personal sales, customer support, and user and admin guides. In particular, RingCentral instructs its customers to use the RingCentral MVP product, with knowledge of the '926 Patent and its infringement by the Accused Product. RingCentral also instructs its customers to view apps to integrate with their RingCentral phone system:

The **Apps** section on the upper right-hand side contains a link to the [App Gallery](#), where you can view the available apps you can integrate with your RingCentral phone system.

RingCentral MVP Admin Guide at 24.

48. The preceding discussion of claim 1 in the '926 Patent is just one example of RingCentral's infringement. The Accused Product infringes other claims in the '926 Patent upon same or similar grounds. Zilkr reserves its right to identify additional claims and additional infringing products as supported by discovery in the case.

49. As a result of RingCentral's unlawful infringement of the '926 Patent, Zilkr has suffered and will continue to suffer damage. Zilkr is entitled to recover from RingCentral the damages suffered by Zilkr as a result of RingCentral's unlawful acts of infringement.

50. RingCentral was aware of and has been on notice of the '926 Patent since at least the filing of this complaint and its infringement has been willful and egregious. Because of RingCentral's willful and egregious infringement, Zilkr is entitled to enhanced damages, in the form of treble damages, under 35 U.S.C. § 284.

51. To the extent RingCentral did not learn of the '926 Patent and its infringement before the filing of this complaint by virtue of its discussions with Shango and communications from Zilkr, RingCentral was willfully blind to its infringement of the '926 Patent.

52. Further, because RingCentral's infringement of the '926 Patent is willful, this action is "exceptional" within the meaning of 35 U.S.C. § 285, entitling Zilkr to its attorneys' fees and expenses.

53. On information and belief, RingCentral intends to continue its unlawful infringing activity, and Zilkr will suffer irreparable harm for which there is no adequate remedy at law unless this court enjoins RingCentral from further infringing activity.

54. Zilkr has complied with 35 U.S.C. § 287 with respect to the '926 Patent.

### **COUNT III—PATENT INFRINGEMENT OF THE '047 PATENT**

55. Zilkr re-alleges the foregoing paragraphs as if fully set forth herein.

56. The '047 Patent, entitled "Multiple Service Group Interactions and Authorizations" issued on January 30, 2018 to inventors Evin Hunt and Omar Paul of Austin, Texas. Zilkr is the owner, by assignment of the '047 Patent. Zilkr owns all rights, interest, and title in and to the '047 Patent, including the right to bring this action and enforce the '047 Patent against infringers, and to collect damages for all relevant times.

57. In addition to the problems solved by the inventions claimed in the other patents-in-suit as described above, the '047 Patent addresses the problems associated with managing a group of telephone numbers and their associated services. *See, e.g.*, Ex. C at 7:54-67. For example, a telecommunications system can receive the request to activate a third-party service or application for multiple telephone numbers in a group.

58. As set forth in the attached claim chart (Exhibit G), RingCentral directly infringes, either literally or under the doctrine of equivalents, at least claim 1 of the '047 Patent, for example, by making, using, selling, and/or offering to sell RingCentral MVP (formerly known as RingCentral Office) subscription services.

59. In addition, RingCentral knowingly induces its customers to directly infringe, either literally or under the doctrine of equivalents, at least claim 1 of the '047 Patent. RingCentral has known about the '047 Patent before the filing of this complaint. RingCentral directs, instructs, and supports its business customers using RingCentral MVP through personal sales, customer support, and user and admin guides. In particular, RingCentral instructs its customers to use the RingCentral MVP product, with knowledge of the '047 Patent and its infringement by the Accused Product. RingCentral also instructs its customers to view apps to integrate with their RingCentral phone system:

The **Apps** section on the upper right-hand side contains a link to the [App Gallery](#), where you can view the available apps you can integrate with your RingCentral phone system.

RingCentral MVP Admin Guide at 24. RingCentral allows its customers to add integrations for a business organization.

60. The preceding discussion of claim 1 in the '047 Patent is just one example of RingCentral's infringement. The Accused Product infringes other claims in the '047 Patent upon same or similar grounds. Zilkr reserves its right to identify additional claims and additional infringing products as supported by discovery in the case.

61. As a result of RingCentral's unlawful infringement of the '047 Patent, Zilkr has suffered and will continue to suffer damage. Zilkr is entitled to recover from RingCentral the damages suffered by Zilkr as a result of RingCentral's unlawful acts of infringement.

62. RingCentral was aware of and has been on notice of the '047 Patent before the filing of this complaint and its infringement has been willful and egregious. Because of RingCentral's willful and egregious infringement, Zilkr is entitled to enhanced damages, in the form of treble damages, under 35 U.S.C. § 284.

63. To the extent RingCentral did not learn of the '047 Patent and its infringement before the filing of this complaint by virtue of its discussions with Shango and communications from Zilkr, RingCentral was willfully blind to its infringement of the '047 Patent.

64. Further, because RingCentral's infringement of the '047 Patent is willful, this action is "exceptional" within the meaning of 35 U.S.C. § 285, entitling Zilkr to its attorneys' fees and expenses.

65. On information and belief, RingCentral intends to continue its unlawful infringing activity, and Zilkr will suffer irreparable harm for which there is no adequate remedy at law unless this court enjoins RingCentral from further infringing activity.

66. Zilkr has complied with 35 U.S.C. § 287 with respect to the '047 Patent.

**COUNT IV—PATENT INFRINGEMENT OF THE '607 PATENT**

67. Zilkr re-alleges the foregoing paragraphs as if fully set forth herein.

68. The '607 Patent, entitled "Unified Services Platform Using a Telephone Number as a Common Subscriber Identifier" issued on June 12, 2018 to inventors Evin Hunt, John Abraham, David Walsh, Carlos Ortiz, and Chris Murphy. Zilkr is the owner, by assignment of the '607 Patent. Zilkr owns all rights, interest, and title in and to the '607 Patent, including the right to bring this action and enforce the '607 Patent against infringers, and to collect damages for all relevant times.

69. In addition to the problems solved by the inventions claimed in the other patents-in-suit as described above, the '607 Patent discloses the problems associated with integrating third-party service and applications with a telecommunications system, including where the APIs of third-party services and applications are not compatible with an API of telecommunications system. In order for a third-party service to be integrated into the telecommunications system, the third-party service must be adapted to work with the APIs of the telecommunication provider system. *See, e.g.*, Ex. D at 8:31-49. The patent discloses a novel method of integrating the telecommunications system's API with the unified services platform API, which itself is integrated with a third-party service or application API, which solves the problem where the APIs from the plurality of application service provider systems are not compatible with the telecommunications system's API. Moreover, the platform receives a definition of a service and a plan for each of third-party services and applications, definitions of actions for the service, including responses to triggering events occurring with a telephone number, and after integrating the APIs through the unified services platform, publishing that information in a provisioning catalog.

70. As set forth in the attached claim chart (Exhibit 2021H), RingCentral directly infringes, either literally or under the doctrine of equivalents, at least claim 1 of the '607 Patent, for example, by making, using, selling, and/or offering to sell RingCentral MVP (formerly known as RingCentral Office) subscription services.

71. In addition, RingCentral knowingly induces its customers to directly infringe, either literally or under the doctrine of equivalents, at least claim 1 of the '607 Patent. RingCentral has known about the '607 Patent before the filing of this complaint. RingCentral directs, instructs, and supports its business customers using RingCentral MVP through personal sales, customer support, and user and admin guides. In particular, RingCentral instructs its customers to use the RingCentral MVP product, with knowledge of the '607 Patent and its infringement by the Accused Product.

RingCentral also instructs its customers to view apps to integrate with their RingCentral phone system:

The **Apps** section on the upper right-hand side contains a link to the [App Gallery](#), where you can view the available apps you can integrate with your RingCentral phone system.

RingCentral MVP Admin Guide at 24. RingCentral encourages its customers to develop applications for use in association with RingCentral through its developer platform and to publish those applications in the RingCentral App Gallery.

72. The preceding discussion of claim 1 in the '607 Patent is just one example of RingCentral's infringement. The Accused Product infringes other claims in the '607 Patent upon same or similar grounds. Zilkr reserves its right to identify additional claims and additional infringing products as supported by discovery in the case.

73. As a result of RingCentral's unlawful infringement of the '607 Patent, Zilkr has suffered and will continue to suffer damage. Zilkr is entitled to recover from RingCentral the damages suffered by Zilkr as a result of RingCentral's unlawful acts of infringement.

74. RingCentral was aware of and has been on notice of the '607 Patent before the filing of this complaint and its infringement has been willful and egregious. Because of RingCentral's willful and egregious infringement, Zilkr is entitled to enhanced damages, in the form of treble damages, under 35 U.S.C. § 284.

75. To the extent RingCentral did not learn of the '607 Patent and its infringement before the filing of this complaint by virtue of its discussions with Shango and communications from Zilkr, RingCentral was willfully blind to its infringement of the '607 Patent.

76. Further, because RingCentral's infringement of the '607 Patent is willful, this action is "exceptional" within the meaning of 35 U.S.C. § 285, entitling Zilkr to its attorneys' fees and expenses.



77. On information and belief, RingCentral intends to continue its unlawful infringing activity, and Zilkr will suffer irreparable harm for which there is no adequate remedy at law unless this court enjoins RingCentral from further infringing activity.

78. Zilkr has complied with 35 U.S.C. § 287 with respect to the '607 Patent.

**INJUNCTIVE RELIEF**

79. Zilkr re-alleges and incorporate the preceding paragraphs as if stated fully herein.

80. Zilkr requests injunctive relief, including a permanent injunction against RingCentral.

**JURY DEMAND**

81. Zilkr hereby demands a trial by jury.

**PRAYER**

WHEREFORE, Zilkr prays for judgment in its favor and against RingCentral as follows:

- a. A judgment that RingCentral has infringed, either literally or under the doctrine of equivalents, one or more claims of the Asserted Patents;
- b. An award of damages adequate to compensate for the infringements, but in no event less than a reasonable royalty made for use of the inventions of the Asserted Patents, together with interest and costs as determined by the Court;
- c. An award of enhanced damages under 35 U.S.C. § 284, in the form of treble damages;
- d. An award of on-going royalties for any continuing or future infringement of the claims of the Asserted Patents;
- e. An award of Plaintiff's reasonable attorneys' fees, costs, and expenses pursuant to 35 U.S.C. §§ 284 and 285 or as otherwise permitted by law;
- f. An injunction against RingCentral prohibiting RingCentral and its officers, agents, servants, employees, and all persons acting in concert with them, from directly or indirectly: (1) using, manufacturing, offering to sell or selling any products falling

within the scope of the claims of the Asserted Patents; (2) actively inducing others to infringe any of the claims of the Asserted Patents; and (3) engaging in all other acts of infringement of any of the claims of the Asserted Patents;

- g. Such other and further relief at law or in equity as the Court determines is just and proper.

Dated: November 11, 2021

By: /s/ Kevin E. Cadwell

Kevin E. Cadwell  
kcadwell@cadwellclontsreeder.com  
Texas Bar No. 24036304  
David R. Clonts  
dclonts@cadwellclontsreeder.com  
Texas Bar. No. 04403700  
Michael F. Reeder II  
mreeder@cadwellclontsreeder.com  
Texas Bar No. 24070481

CADWELL CLONTS & REEDER LLP  
5373 W. Alabama St., Suite 457  
Houston, Texas 77056  
Phone: (713) 360-1560  
Fax: (940) 233-8587

**ATTORNEYS FOR PLAINTIFF ZILKR  
CLOUD TECHNOLOGIES, LLC**