

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

INNOBRILLIANCE, LLC,

Plaintiff,

v.

AT&T SERVICES, INC.,

Defendant.

Case No. 2:22-cv-00288-JRG

JURY TRIAL DEMANDED

AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff InnoBrilliance, LLC (“InnoBrilliance” or “Plaintiff”) files this Amended Complaint for patent infringement against AT&T Services, Inc. (“AT&T” or “Defendant”),¹ and alleges as follows:

NATURE OF THE ACTION

1. This is an action for patent infringement arising under 35 U.S.C. § 1 *et seq.*

PARTIES

2. InnoBrilliance is a limited liability company organized and existing under the laws of the State of Texas with its principal place of business in Waco, Texas.

3. Upon information and belief, AT&T Services, Inc. is a corporation organized under the laws of the State of Delaware, and has a principal place of business at 175 E. Houston Street, San Antonio, Texas 78205. AT&T Services, Inc. provides wireless network, cell phone, digital television, internet, and other telecommunication services, including providing customer service

¹ Plaintiff’s original Complaint was filed against AT&T Inc.—a holding company—and claims against it are being dropped to pursue them against AT&T Services, Inc., which is owned by AT&T Inc. and AT&T Teleholdings, Inc., which is a wholly owned subsidiary of AT&T Inc.

worldwide. AT&T Services, Inc. has a registered agent for service, CT Corporation System, located at 1999 Bryan Street, Suite 900, Dallas, TX 75201.

JURISDICTION AND VENUE

4. This Court has original jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. This Court has personal jurisdiction over Defendant because, among other things, AT&T has committed, aided, abetted, contributed to, induced or otherwise participated in the commission of patent infringement in violation of 35 U.S.C. § 271 in this judicial district and elsewhere that led to harm and injury to Plaintiff.

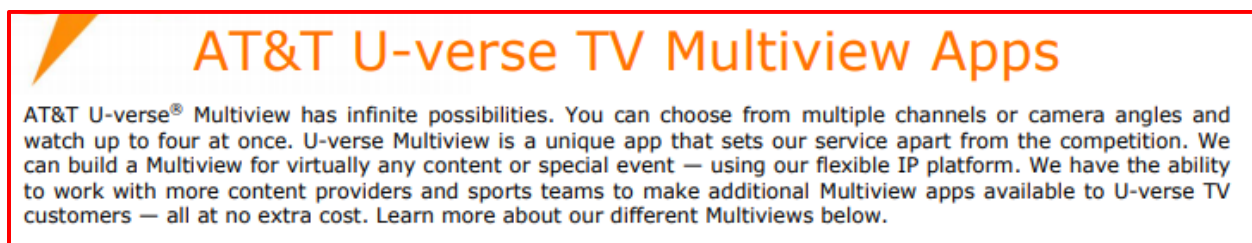
6. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400 because Defendant has committed acts of direct and indirect infringement in this district, including willful infringement, that has given rise to this action, and AT&T continues to infringe and conduct business in this district by one or more acts of selling, using, importing, or offering for sale infringing products or providing support services to AT&T's customers in this district. Upon information and belief, AT&T has regular and established places of business in this judicial district. In particular, AT&T has corporate offices at 3400 W. Plano Parkway, Plano, Texas. It also has numerous "physical place[s] in the district," 28 U.S.C. § 1400(b), including "regular and established place[s] of business," *id.*, which include several AT&T stores within this judicial district, including but not limited to stores in Plano, Marshall, Longview, and Tyler, as well as other stores throughout the State of Texas. AT&T provides customer support for its existing customers that have, use, and have been induced to use its infringing U-Verse TV Multiview software system for use with AT&T TV, as well as other

OVERVIEW OF ACCUSED PRODUCT

7. Defendant has marketed, sold, used, distributed, and provided for its customers the AT&T U-Verse TV² Multiview software system for use with AT&T TV, as well as many other platforms, including the Apple TV, VIZIO Smart TV, and LG Smart TV devices (an “Accused Product”). AT&T continues to advertise, promote, and support its infringing U-Verse TV product, stating “[w]ith My Multiview users can watch up to 4 different shows on the same television at the same time!” *See generally* www.digitaltvbundles.com/u-verse-tv/

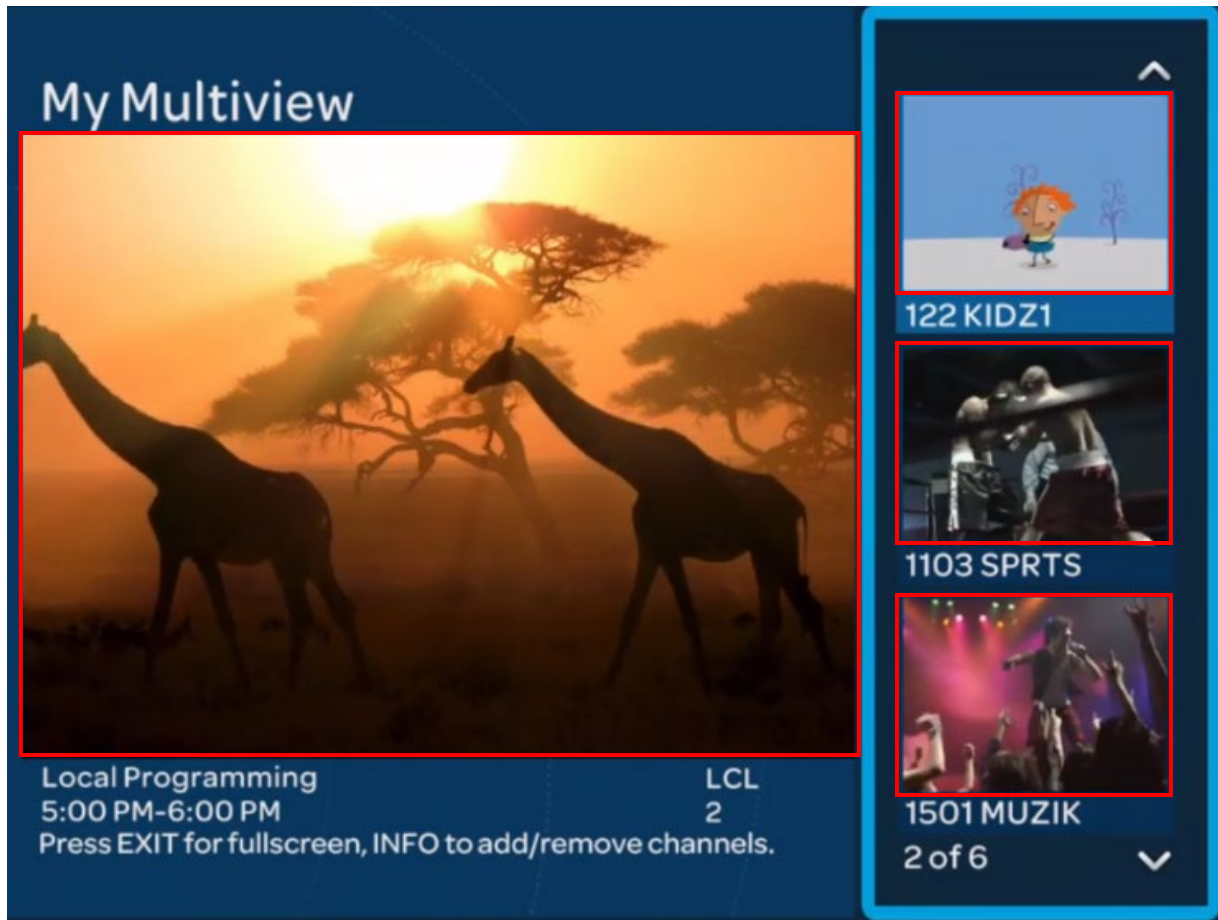
8. In July 2015, AT&T expanded its TV business, which had previously focused on simply its U-Verse TV product, by purchasing a leading satellite TV provider, the DirecTV Group, Inc. (“DirecTV”). “U-Verse is Now DIRECTTV STREAMSM.” *See generally* www.directv.com

9. The following illustrates usage, functions, and operation of the currently Accused Product:

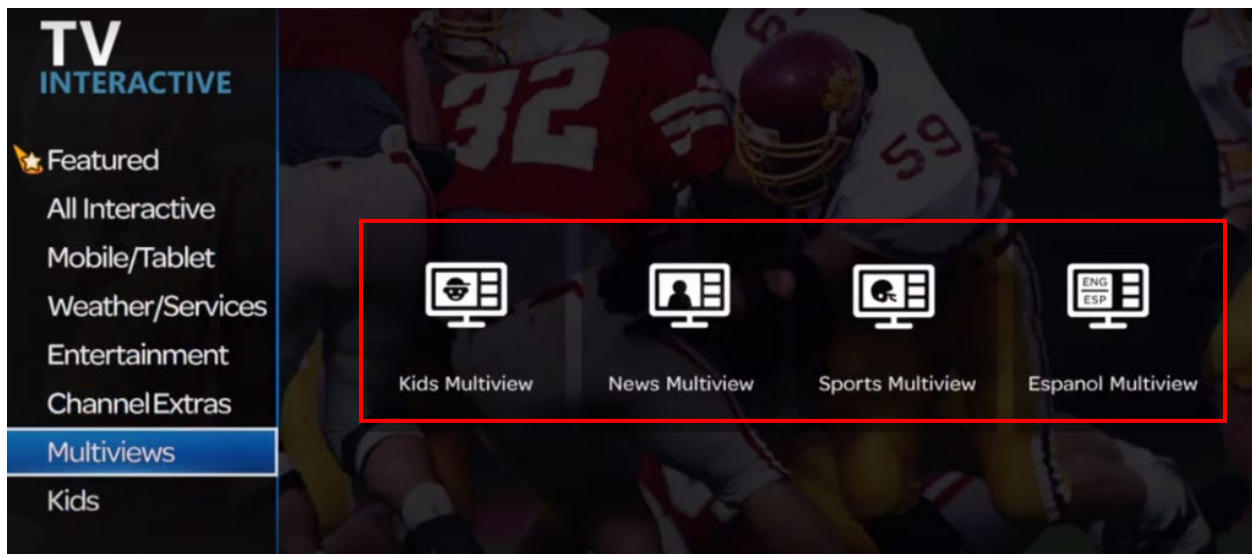


(https://www.att.com/Common/about_us/pdf/u-verse_multiview_fact_sheet_8-19-11.pdf)

² The term “TV” is used herein in its broadest sense to refer to any product that delivers video to customers, including both video services that are broadcast to viewers whose devices passively receive and display that content and on-demand video streaming services. As used herein, the term includes all technology being used to distribute such video content (*e.g.*, satellite, fiber optic, cable, and internet).



(<https://www.youtube.com/watch?v=2UxvTmu4FqE>, at 0:29)



(<https://www.youtube.com/watch?v=2UxvTmu4FqE>, at 1:03)

Sports Multiview: Sports Multiview is a great way to track different games. Instead of surfing one channel at a time, you can tune to a single channel to watch multiple sports channels at once. Choose from all of the sports channels in your package.

News Multiview: Keep up with the headlines watching multiple news channels at one time. News Multiview gives customers extra access to follow major news events. Choose from all of the news channels in your package.

Kids Multiview: Watch up to four kids programming channels at one time, and don't miss a minute of their favorite shows and cartoons. Select from all of the kids channels in your package with Kids Multiview.

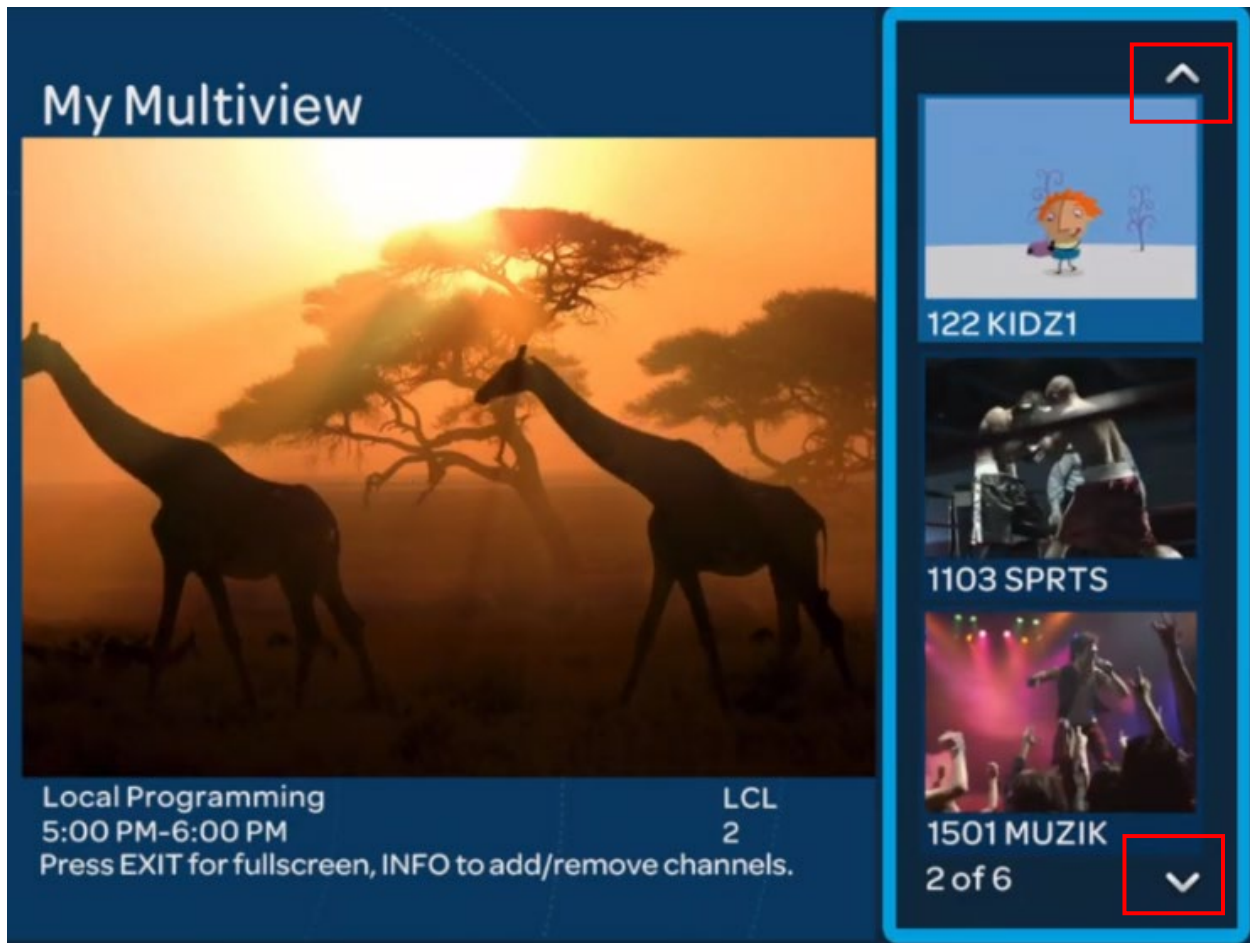
(https://www.att.com/Common/about_us/pdf/u-verse_multiview_fact_sheet_8-19-11.pdf)

Watch four channels at once with Multiview!

Tune to one channel to see available programming in that genre—choose News Multiview (ch-201), Kids Multiview (ch-301), or Sports Multiview (ch-601). Subscribers to ESPN GamePlan can tune to channels 620 and 4400. Multiview will display all available channels in your TV package.

- > Press **UP/DOWN ARROWS** to scroll through the available channels or to select a channel
- > Press **OK** to replace the channel in the viewport with the selected channel
- > To record a program, select one of the Multiview screens and press **RECORD**

(https://www.att.com/support_media/images/pdf/uverse/uverse_tv_qsg_english.pdf, page 5)



(<https://www.youtube.com/watch?v=2UxvTmu4FqE>, at 0:29)

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(https://www.att.com/support_media/images/pdf/uverse/uverse_tv_qsg_english.pdf, page 5)

A. How to Sign Up for AT&T TV on Other Streaming Devices

If you have other devices, you can learn how to sign up for and use [AT&T TV](#) on [Amazon Fire TV](#), [Apple TV](#), [Google Chromecast](#), [Roku](#), [Android TV](#), [iPhone/iPad](#), [Android Phone/Tablet](#), [Mac](#), [Windows](#), [LG Smart TV](#), [Sony Smart TV](#), and [VIZIO Smart TV](#).

(<https://thestreamable.com/live-tv-streaming/att-tv/devices/samsung-smart-tv>)

10. Whenever the currently Accused Product was used, either by AT&T, its customers, or other users, the Defendant controlled the operation and use of the Accused Product.

COUNT I

INFRINGEMENT OF UNITED STATES PATENT NO. 9,247,299

11. InnoBrilliance incorporates the above paragraphs as though fully set forth herein.

12. Plaintiff is the owner, by assignment, of U.S. Patent No. 9,247,299 (the “’299 Patent”), entitled METHOD AND SYSTEM FOR TELEVISION CHANNEL GROUP, which issued on January 26, 2016. A copy of the ’299 Patent is attached as Exhibit 1.

13. The ’299 Patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

14. Defendant has infringed or willfully infringed, directly or indirectly, literally or under the doctrine of equivalents, one or more method claims of the ’299 Patent under 35 U.S.C. § 271 by using—through testing—displaying, servicing, or promoting, as well as through inducing others to use the Accused Product in the United States and within this judicial district without authority.

15. Defendant had notice of the '299 Patent at least as of the date of July 28, 2022 when AT&T Inc.—Defendant's parent company—was provided a copy thereof.

16. Claim 13 recites:

13. A method for displaying video data from a plurality of video streams on a display, the method comprising:

receiving, by a frame controller of a television system, video data from the plurality of video streams; and

displaying, by the frame controller, the video data in a plurality of pictures on the display coupled to the television system, each picture occupying an area of the display separate from an area occupied by any other picture, the displaying comprising:

receiving a first user selection to display a video group related to an attribute, the video group comprising at least a first video stream and a second video stream of the plurality of video streams;

receiving the first and the second video streams of the video group;

displaying the first and the second video streams in a first picture and a second picture of the plurality of pictures;

receiving a second user selection to change the display in a given picture of the plurality of pictures to a given video stream of the video group, wherein

the given video stream is not currently displayed on the display; and

displaying the given video stream in the given picture.

17. Defendant infringed at least claim 13 of the '299 Patent, including by use or the induced use of the Accused Product.

18. The Accused Product, when used or induced to be used, displayed video data on a display.

19. The Accused Product, when used or induced to be used, displayed multiple television channels.

20. The Accused Product, when used or induced to be used, received a plurality of channels comprising video data and allowed a user to watch multiple channels (concurrently) on a television display, and the Accused Product has a processor or frame controller

21. The Accused Product allowed the display of multiple channels concurrently, each on a separate window frame or picture on the television display. Each window frame, during use, displayed one channel in Multiview, which does not overlap with another window frame or picture.

22. The Accused Product allowed users to select categories or video groups including but not limited to News, Kids, Espanol or Sports, which comprise a plurality of related channels. For example, a Sports group comprises a plurality of channels related to sports, which is a particular attribute, with each group (or channel of a group) having or associated with a video stream from different sources. The user selects, or selected, more than one channel from the subscribed channels to view in Multiview mode.

23. The Accused Product allowed the user to select more than one channel from the News, Kids, Espanol or Sports category to be viewed concurrently on a display. The user's selected channels were received by the television system and associated content is displayed.

24. The Accused Product allowed the user to select more than one channel from the News, Kids, Espanol or Sports category, which were concurrently displayed on a display. A separate window frame or picture was provided to each selected channel to display its respective video stream.

25. The Accused Product allowed the user to change the channel in the window frame or picture by giving a command to scroll through the available channels in the chosen category. This allowed the user to view a different channel, currently not being displayed in the Multiview, from the same category, such as News, Kids, Espanol or Sports in the selected window frame or picture.

26. The Accused Product, in response to a scroll command, displayed other related channels currently not being displayed from the chosen category in the Multiview screen.

27. A detailed claim chart that maps claim 13 to the currently Accused Product is attached as Exhibit 2.

28. InnoBrilliance has been damaged by Defendant's infringing activities.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the Court enter judgment against Defendant AT&T Services, Inc.:

- (a) declaring that the Defendant has infringed one or more claims of the '299 Patent literally and/or under the doctrine of equivalents directly and/or indirectly by inducing infringement;
- (b) declaring that the Defendant has and continues to willfully infringe one or more claims of the '299 Patent literally and/or under the doctrine of equivalents directly and/or indirectly by inducing infringement since at least July 28, 2022;
- (c) declaring this to be an exceptional case under 28 U.S.C. § 285;
- (d) awarding Plaintiff its damages suffered as a result of Defendant's infringement of the '299 Patent;
- (e) awarding Plaintiff its costs, attorneys' fees, expenses, and interest; and

(f) granting Plaintiff such further relief as the Court finds appropriate.

JURY DEMAND

Plaintiff demands trial by jury, Under Fed. R. Civ. P. 38.

Dated: September 30, 2022

Respectfully submitted,

BUETHER JOE & COUNSELORS, LLC

By: /s/ Kenneth P. Kula

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**ATTORNEYS FOR PLAINTIFF
INNOBRILLIANCE, LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to 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) on this 30th day of September 2022. Any other counsel of record will be served by facsimile transmission and first class mail.

/s/ Kenneth P. Kula

Kenneth P. Kula