

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

AGIS SOFTWARE DEVELOPMENT LLC,	§	Case No.
	§	
Plaintiff,	§	<b><u>JURY TRIAL DEMANDED</u></b>
	§	
v.	§	
	§	
LENOVO GROUP, LIMITED, LENOVO	§	
(SHANGHAI) ELECTRONICS	§	
TECHNOLOGY CO. LTD., LENOVO	§	
INFORMATION PRODUCTS	§	
(SHENZHEN) CO. LTD., LCFC (HEFEI)	§	
ELECTRONICS TECHNOLOGY CO. LTD.	§	
D/B/A LC FUTURE CENTER AND	§	
LENOVO COMPAL FUTURE CENTER,	§	
LENOVO CENTRO TECNOLÓGICO S.	§	
DE R.L. DE C.V., LENOVO PC HK LTD.,	§	
LENOVO (BEIJING) LIMITED, LENOVO	§	
(THAILAND) LIMITED, MOTOROLA	§	
MOBILE COMMUNICATION	§	
TECHNOLOGY LTD., and MOTOROLA	§	
(WUHAN) MOBILITY TECHNOLOGIES	§	
COMMUNICATION COMPANY	§	
LIMITED,	§	
,	§	
	§	
Defendants.	§	
	§	

**PLAINTIFF’S COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff AGIS Software Development LLC (“AGIS Software” or “Plaintiff”) files this Complaint against Defendants Lenovo Group Limited, Lenovo (Shanghai) Electronics Technology Co. Ltd., Lenovo Information Products (Shenzhen) Co. Ltd., LCFC (Hefei) Electronics Technology Co. Ltd. d/b/a LC Future Center and Lenovo Compal Future Center, Lenovo Centro Tecnológico S. de R.L. de C.V., Lenovo PC HK Ltd., Lenovo (Beijing) Limited, Lenovo (Thailand) Limited, Motorola Mobile Communication Technology Ltd., and Motorola

(Wuhan) Mobility Technologies Communication Company Limited (collectively, “Lenovo ” or “Defendants”) for patent infringement under 35 U.S.C. § 271 and alleges as follows:

**THE PARTIES**

1. Plaintiff AGIS Software is a limited liability company, organized and existing under the laws of the State of Texas, and maintains its principal place of business at 100 W. Houston Street, Marshall, Texas 75670. AGIS Software is the owner of all right, title, and interest in and to U.S. Patent Nos. 8,213,970, 9,445,251, 9,467,838, 9,820,123, and 9,749,829 (the “Patents-in-Suit”).

2. Defendant Lenovo Group Limited is a corporation organized and existing under the laws of China, with its principal place of business at 23rd Floor, Lincoln House, Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong S.A.R. of China. Lenovo Group Limited is a leading manufacturer and seller of smartphones, tablets, and smart televisions in the world and in the United States. Upon information and belief, Lenovo Group Limited does business in Texas, directly or through intermediaries, and offers its products and/or services, including those accused herein of infringement, to customers and potential customers located in Texas, including in the Judicial District of the Eastern District of Texas.

3. Lenovo Group, Limited, acting in concert with its subsidiaries and affiliates, manufactures and sells computers and handheld devices worldwide, including throughout the United States and within Texas. In 2019, Lenovo was the world’s largest supplier of personal computers—accounting for nearly a quarter of global shipments of personal computers. The Lenovo group of companies—collectively known as “The Lenovo Group” or “Lenovo”—have a global reach and have a strong presence in the United States. Lenovo has approximately 77,000

employees worldwide<sup>1</sup>, including thousands in the United States<sup>2</sup>, with many people in the United States in management, design, engineering, marketing, and supply chain. Lenovo generates more than \$62 billion of goods and services worldwide<sup>3</sup>, including over \$19 billion in revenues generated for the Americas<sup>4</sup>, a substantial portion of which is generated in the United States each year. Lenovo maintains one of its dual headquarters in the United States.

4. Officers or executives of Lenovo Group, Limited (and/or affiliates acting in concert with Lenovo Group, Limited) regularly work from and reside in the United States, including in Texas. These officers or executives include at least Laura Quatela, Paul Rector (Austin, Texas)<sup>5</sup>, Kurt Skaugen, Matthew Zielinski (Austin, Texas)<sup>6</sup>, Doug Fisher, and Arthur Hu. Such officers or executives are involved in the marketing, distribution, sale, import, and use of the Accused Products in the United States.

5. Lenovo Group, Limited owns or controls, directly or indirectly, each of the Lenovo entities with which it coordinates the infringing sale, offer for sale, import, use, and manufacture of Accused Products in the United States, including the other products. Lenovo Group Limited operates and manages a global supply chain to develop, manufacture, and deliver accused computer products, mobile products, and televisions products to the United States, including Texas. At the direction or control of Lenovo Group Limited, Accused Products are packaged,

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<sup>1</sup><https://www.lenovo.com/us/en/about/?orgRef=https%253A%252F%252Fwww.google.com%252F>

<sup>2</sup> “Lenovo was named as one of America’s Best Employers for Diversity 2023 by Forbes magazine.” *See* Lenovo Group Ltd. 2023/2024 Annual Report at 40, available at: <https://investor.lenovo.com/en/publications/reports.php>

<sup>3</sup> *Id.*

<sup>4</sup> *See* Lenovo Group Ltd. 2023/2024 Annual Report at 187, available at: <https://investor.lenovo.com/en/publications/reports.php>

<sup>5</sup> *See* <https://www.linkedin.com/in/paulrector/>

<sup>6</sup> *See* <https://www.linkedin.com/in/matthew-zielinski/>

shipped, and sold to customers in the United States. Lenovo Group, Limited reports U.S. sales of the Accused Products as its own. Lenovo Group, Limited advertises that it manufactures most of its products in its own facilities, rather than through third parties. For example, on its website, Lenovo Group, Limited states: “We manufacture the majority of our products in our own facilities—more than most other hardware suppliers. This hybrid model helps us bring new innovations to market efficiently while having greater control over product development and supply chain for advantages in quality, security, and time-to-market. Recently, Gartner ranked us #15 on their list of Top 25 World Class Supply Chains.<sup>7</sup>” On May 28, 2024, Lenovo posted a press release on its website that Gartner ranked it #10 on their list of Supply Chain Top 25 for 2024 report.<sup>8</sup> In the press release, Lenovo stated: “Today, Lenovo’s global hybrid manufacturing network includes 30+ manufacturing sites spanning 10 markets in the 180 markets Lenovo does business in including Argentina, Brazil, China, Germany, Hungary, India, Japan, Mexico, *and the US*. This ensures the supply chain remains resilient and can adapt to any disruption.”<sup>9</sup>

6. Defendant Lenovo (Shanghai) Electronics Technology Co., Ltd. (“Lenovo Shanghai”) is a company organized under the laws of the People’s Republic of China. Lenovo Shanghai has an office at No. 68 Building, 199 Fenju Road, Wai Gao Qiao Free Trade Zone, Shanghai, 200131, China, and may be served with process pursuant to the provisions of the Hague Convention. Lenovo Shanghai may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in

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<sup>7</sup> See

<https://www.lenovo.com/us/en/about/whoweare/?orgRef=https%253A%252F%252Fwww.google.com%252F>

<sup>8</sup> See <https://news.lenovo.com/pressroom/press-releases/gartner-supply-chain-top-25-for-2024/>

<sup>9</sup> *Id.*

business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

7. Lenovo Shanghai, an indirect subsidiary of Lenovo Group, Limited has been and is involved in the manufacturing and distribution of accused computer devices, mobile devices, television devices, and other related products. Lenovo Shanghai has been and is involved in the manufacture of Accused Products that are eventually sold to Lenovo PC HK Ltd. or other companies, who then sell the Accused Products to Lenovo (United States) Inc. Lenovo Shanghai knows that the Accused Products it manufactures are intended for the United States market. Lenovo Shanghai has been and is involved in the shipping of Accused Products, such as notebook and desktop computers, to the United States—both directly and through intermediate Lenovo entities. Lenovo Shanghai has been and is involved in shipping at least some of the Accused Products to the United States under the direction or control of Lenovo PC HK Ltd. Lenovo Shanghai’s role within the Lenovo group of companies includes applying for the necessary licenses and authorizations for accused computer products in the United States, including with the FCC, and obtaining the necessary UL certifications.

8. Defendant Lenovo Information Products (Shenzhen) Co. Ltd. (“Lenovo Shenzhen”) is a company organized under the laws of the People’s Republic of China. Lenovo Shenzhen has an office at ISH2 Building, 3 Guanglan Road, Futian Free Trade Zone, Shenzhen, 518038, China, and may be served with process pursuant to the provisions of the Hague Convention. Lenovo Shenzhen may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

9. Lenovo Shenzhen, an indirect subsidiary of Lenovo Group, Limited, is involved in the manufacturing and distribution of accused computer devices, mobile devices, television devices, and other related products. Specifically, Lenovo has a “manufacturing center” in Shenzhen, China, operated by Lenovo Shenzhen. Lenovo Shenzhen has been and is involved in the manufacture of Accused Products that it sells to Lenovo PC HK Ltd., who then sells the Accused Products to Lenovo (United States) Inc. Lenovo Shenzhen knows that the Accused Products it manufactures are intended for the United States market. Further, Lenovo Shenzhen has been and is involved in the shipping of Accused Products, such as notebook and desktop computers, to the United States—both directly and through intermediate Lenovo entities. Lenovo Shenzhen has been and is involved in shipping at least some of the Accused Products to the United States under the direction or control of Lenovo Group, Limited. and/or Lenovo PC HK Ltd.

10. LCFC (Hefei) Electronics Technology Co., Ltd. d/b/a LC Future Center and Lenovo Compal Future Center (“LCFC Hefei”) is a company organized under the laws of a foreign jurisdiction. LCFC Hefei has an office at 7th Floor, No. 780, Bei’an Road, Zhongshan District, Taipei City 10491, and may be served with process pursuant to the provisions of the Hague Convention. LCFC Hefei may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

11. LCFC Hefei, an indirect subsidiary of Lenovo Group, Limited, is involved in the manufacturing and distribution of accused computer devices, mobile devices, television devices, and other related products. Over 60% of Lenovo laptops are manufactured by LCFC Hefei. Specifically, Lenovo has a “manufacturing center” in Hefei, China, operated by LCFC Hefei.

LCFC Hefei has been and is involved in the manufacture of Accused Products that are eventually sold to Lenovo PC HK Ltd., who then sells the Accused Products to Lenovo (United States) Inc. LCFC Hefei knows that the Accused Products it manufactures are intended for the United States market. Further, LCFC has been and is involved in the shipping of Accused Products, such as notebook computers, to the United States—both directly and through intermediate Lenovo entities. LCFC Hefei has been and is involved in shipping at least some of the Accused Products to the United States under the direction or control of Lenovo Group, Limited and/or Lenovo PC HK Ltd.

12. Lenovo Centro Tecnológico S. de R.L. de C.V. (“Lenovo Centro”) is a company organized under the laws of Mexico. Lenovo Centro has an office at No. 316, Boulevard Escobedo, Apodaca Technology Park, Apodaca, Nuevo León, P.O. 66600, México, and may be served pursuant to the provisions of the Hague Convention. Lenovo Centro may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

13. Lenovo Centro, an indirect subsidiary of Lenovo Group, Limited, is involved in the manufacturing, assembly, and testing of accused personal computers and other related products. Specifically, Lenovo has a “manufacturing center” in Monterrey, Mexico, operated by Lenovo Centro.<sup>4</sup> Lenovo Centro has been and is involved in the manufacture of Accused Products that it sells to Lenovo PC HK Ltd., who then sells the Accused Products to Lenovo (United States) Inc. Lenovo Centro knows that the Accused Products it manufactures are intended for the United States market. Further, Lenovo Centro has been and is involved in the shipping of Accused Products, such as desktop computers, to the United States—both directly and through intermediate Lenovo

entities. Lenovo Centro has been and is involved in shipping at least some of the Accused Products to the United States under the direction or control of Lenovo Group, Limited and/or Lenovo PC HK Ltd.

14. Lenovo PC HK Ltd. (“Lenovo PC HK”) is a company organized under the laws of Hong Kong SAR. Lenovo PC HK has an office at 23rd Floor, Lincoln House, Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong SAR, China, and may be served pursuant to the provisions of the Hague Convention. Lenovo PC HK may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

15. Lenovo PC HK, an indirect subsidiary of Lenovo Group, Limited, is involved in the procurement, marketing, distribution, and sale of accused computer devices, mobile devices, television devices, and other related products. In particular, at the direction and control of Lenovo Group, Limited, Lenovo PC HK procures, makes, sells, offers for sale, imports, and uses Accused Products manufactured for the United States by Lenovo entities, such as LCFC Hefei and Lenovo Centro. That role includes providing manufacturers with designs and specifications of accused computer products destined for the United States.

16. Further, Lenovo PC HK has been and is involved in the shipping of Accused Products, such as notebook and desktop computers, to the United States—both directly and through intermediate Lenovo entities. Lenovo PC HK also has sold and sells accused Lenovo products, such as notebook and desktop computers, to at least one U.S. distributor—Lenovo (United States) Inc.—who then re-sells them to Lenovo customers residing in the United States. Lenovo PC HK does the above activities at the instruction and under the supervision of Lenovo



Group, Limited. Defendants are aware that the Accused Products sold in the United States, such as to Lenovo (United States) Inc., are distributed throughout the United States, including in Texas.

17. Lenovo (Beijing) Limited (“Lenovo Beijing”) is a company organized under the laws of China. Lenovo Beijing has an office at No. 6, Chuangye Road, Shangdi, Haidan District, Beijing 100085, China, and may be served with process pursuant to the provisions of the Hague Convention. Lenovo Beijing may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

18. Lenovo Beijing is a subsidiary of Lenovo Group, Limited. Upon information and belief, Lenovo Beijing acts in concert with, and under the direction and control of, Lenovo Group, Limited and/or Lenovo PC HK to sell, offer for sale, import, use, and make the Accused Products in the United States. For example, Lenovo Beijing is the registrant of [www.lenovo.com](http://www.lenovo.com), through which the Lenovo Defendants sell the Accused Products directly to customers in the United States. Lenovo Beijing further operates the “Beijing Data Center to support Lenovo global core business.” Upon information and belief, Lenovo Beijing, operating in concert with Lenovo Defendants, host [www.lenovo.com](http://www.lenovo.com) from the “Beijing Data Center.”

19. Motorola Mobile Communication Technology Ltd. (“Motorola Comm.”) is a wholly-owned subsidiary of Lenovo Group, Limited organized under the laws of China. Upon information and belief, Motorola Comm. acts in concert with, and under the direction and control of, Lenovo Group, Limited and/or other Lenovo Group Limited subsidiaries/affiliates to sell, offer for sale, import, use, and make the Accused Products in the United States. Lenovo Beijing may be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas

78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business.

20. Motorola (Wuhan) Mobility Technologies Communication Company Limited (“Motorola Wuhan”) is a wholly-owned subsidiary of Lenovo Group, Limited, organized under the laws of China, with a principal place of business located at No. 19, Gaoxin 4th Road, Donghu New Technology Development Zone Wuhan, Hubei, 430205 China and may be served with process pursuant to the provisions of the Hague Convention. Lenovo Beijing may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. This action arises out of that business. Upon information and belief, Motorola Comm. acts in concert with, and under the direction and control of, Lenovo Group, Limited and/or other Lenovo Group Limited subsidiaries/affiliates to sell, offer for sale, import, use, and make the Accused Products in the United States, including mobile products.<sup>10</sup>

21. The Defendants identified in paragraphs 2 through 20 above (collectively, “Lenovo”) are companies that together—with their affiliates—comprise one of the world’s leading manufacturers of computers and computer-related products. Together, the Lenovo Defendants design, manufacture, use, import into the United States, sell, and/or offer for sale in the United States computer devices, mobile devices, television devices, and other related products. Lenovo’s

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<sup>10</sup> See Lenovo Group Ltd. 2023/2024 Annual Report at 262, available at: <https://investor.lenovo.com/en/publications/reports.php>

devices are marketed, offered for sale, and/or sold throughout the United States, including within this District.

22. The Lenovo Defendants named above and their affiliates are part of the same corporate structure and distribution chain for the making, importing, offering to sell, selling, and using of the accused devices in the United States, including in the State of Texas generally, and this Judicial District in particular. Defendants engage in coordinated and concerted action to direct the Accused Products throughout the United States, including Texas.

23. The Lenovo Defendants named above and their affiliates share the same management, common ownership, advertising platforms, facilities, distribution chains and platforms, and Accused Product lines and products involving related technologies.

24. In the promotional materials, manuals, guides, terms of use, sales agreements, warranties, or similar documentation related to the Accused Products, the Lenovo Defendants regularly omit which specific Lenovo company or entity is responsible for the documents or associated products, or instead identify “Lenovo” or the “Lenovo Group”. As a result, customers of the Accused Products understand that Lenovo Group, Limit. or the Lenovo Group as a whole, makes and sells the Accused Products.

25. Lenovo Group Limited, and Lenovo as a whole, holds itself out as the entity that manufactures, sells, offers to sell, imports, and uses the Accused Products in the United States, including Texas. For example, the privacy statement of [www.lenovo.com](http://www.lenovo.com) states that “[t]his privacy statement applies to data collected through websites owned and operated by Lenovo Group Limited and its affiliated group companies (“Lenovo”).”<sup>11</sup> Lenovo sells and offers for sale

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<sup>11</sup> <https://www.lenovo.com/us/en/privacy/>. *See also* [lenovo.com/us/en/legal/](https://www.lenovo.com/us/en/legal/) (“The following are terms between you and Lenovo (“we,” “us,” or “our”).”

products through its U.S. website, and “Lenovo” (*i.e.* “Lenovo Group Limited and its affiliated group companies”) imposes the terms of a “Lenovo Sales Agreement” on all customers, including customers within the United States and Texas.<sup>12</sup> Lenovo Group, Limited, and Lenovo as a whole, sell the Accused Products directly to customers in the United States, including within Texas, through [www.lenovo.com/us/en](http://www.lenovo.com/us/en).

26. The Lenovo Defendants named above and their affiliates operate as a unitary business venture and are both jointly and severally liable for the acts of patent infringement alleged herein.

27. On information and belief, Defendants directly and/or indirectly develop, design, manufacture, distribute, market, offer for sale, and/or sell infringing products and services in the United States, including in the Eastern District of Texas, and otherwise directs infringing activities to this District in connection with their products and services.

### **JURISDICTION AND VENUE**

28. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.* This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1367.

29. This Court has personal jurisdiction over Defendants. Defendants regularly conduct business and have committed acts of patent infringement and/or have induced acts of patent infringement by others in this Judicial District and/or have contributed to patent infringement by others in this Judicial District, the State of Texas, and elsewhere in the United

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<sup>12</sup> <https://www.lenovo.com/medias/Sales-Terms-and-Conditions-US.html?context=bWFzdGVyFHJvb3R8MTMzNzV8dGV4dC9odG1sfGg3MC9oYWMvOTQ0MTA1NTgwMTM3NC5odG1sfDgwM2RjYzIxMzYzOTJiNGEwZjU1ZjFhMWZkOGM5M2JhYzVmYTkwNzQ2OTk0ZWE5NjVkOWZiMWYwNzdhZmE>

States. Lenovo, directly and/or through subsidiaries or intermediaries, has committed and continues to commit acts of infringement in this District by, among other things, making, using, importing, offering to sell, and/or selling products that infringe the Patents-in-Suit. Courts in Texas, including within this Judicial District, have concluded that Lenovo is subject to personal jurisdiction in the State of Texas. See *ACQIS LLC v. Lenovo Grp. Ltd.*, 572 F. Supp. 3d 291, 307 (W.D. Tex. 2021) (“this Court finds that the exercise of personal jurisdiction over [Lenovo Group Ltd.] is both reasonable and fair.”); see also *AX Wireless LLC v. Lenovo Grp. Ltd.*, No. 2:22-cv-00280-RWS-RSP, Dkt. No. 110 (report and recommendation) (E.D. Tex. Sept. 6, 2023) (“exercising personal jurisdiction [over Lenovo Grp. Ltd.] would not offend traditional notions of fair place and substantial justice.”).

30. Lenovo induces its subsidiaries, affiliates, retail partners, and customers to make, use, sell, offer for sale, and/or import throughout the United States, including within this Judicial District, infringing products and placing such products into the stream of commerce via established distribution channels, knowing or understanding that such products would be sold and used in the United States, including in the Eastern District of Texas. Paragraphs 1 through 27 are incorporated by reference as if fully set forth herein. Lenovo purposefully directs the infringing products identified herein into established distribution channels within this District and the U.S. nationally. For example, Lenovo sells and offers to sell the infringing products through its websites, [Lenovo.com](https://www.lenovo.com)<sup>13</sup> and [Motorola.com](https://www.motorola.com), which may be accessed throughout the United States, the State of Texas, and this Judicial District. Additionally, Lenovo has authorized sellers and sales representatives that offer for sale and sell the infringing products throughout the State of Texas

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<sup>13</sup> The Lenovo website is maintained by Lenovo Beijing Limited. See <https://www.whois.com/whois/lenovo.com>

and to consumers throughout this District, including at the following locations in this District: Best Buy, 422 West Loop 281, Suite 100, Longview, Texas 75605; Costco Wholesale, 3650 West University Drive, McKinney, Texas 75071; Office Depot, 422 West Loop 281, Suite 300, Longview, Texas 75605; Target, 3092 North Eastman Road, Suite 100, Longview, Texas 75605; Wal-Mart, 1701 East End Boulevard North, Marshall, Texas 75670; Verizon, 500 East Loop 281, Longview, Texas 75670; AT&T, 1712 East Grand Avenue Marshall, Texas 75670; T-Mobile, 1806 East End Boulevard, North, Suite 100, Marshall, Texas 75670.

31. Lenovo maintains regular and established places of business in this Judicial District, the State of Texas, and elsewhere in the United States, including a Sales Office in Fort Worth, Texas.<sup>14</sup> Lenovo also advertises for jobs in the State of Texas.<sup>15</sup> Lenovo also maintains Lenovo Authorized Service Providers (ASPs) in this Judicial District, the State of Texas, and elsewhere in the United States.

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<sup>14</sup>[https://www.lenovo.com/us/en/about/locations/?orgRef=https%253A%252F%252Fwww.google.com%252F&cid=us:sem|se|google|pmax\\_smb\\_pcs|||18337003604||shopping|mix|commercialconsumer&gad\\_source=1&gclid=CjwKCAjwvvmzBhA2EiwAtHVrb-yDPR8mEb0OOJoQq7k6lSpSZJTL4W1Ucy0kqq6ZBDwyz4H5zd7rSBoc6NQQAvD\\_BwE](https://www.lenovo.com/us/en/about/locations/?orgRef=https%253A%252F%252Fwww.google.com%252F&cid=us:sem|se|google|pmax_smb_pcs|||18337003604||shopping|mix|commercialconsumer&gad_source=1&gclid=CjwKCAjwvvmzBhA2EiwAtHVrb-yDPR8mEb0OOJoQq7k6lSpSZJTL4W1Ucy0kqq6ZBDwyz4H5zd7rSBoc6NQQAvD_BwE)

<sup>15</sup> See, e.g., [https://jobs.lenovo.com/en\\_US/careers/JobDetail/NA-Workstation-Channel-Account-Manager/58039](https://jobs.lenovo.com/en_US/careers/JobDetail/NA-Workstation-Channel-Account-Manager/58039). (“This is a remote role based in Austin, TX, candidate must reside in territory.”)

**Location Results**

We found 14 locations

- Lenovo Authorized Service Providers (ASPs) offer limited warranty service support.
- Prior to visiting an ASP location, you must call first to ensure that the ASP can provide the assistance you require.
- If a repair case was initiated with Lenovo where part(s) were shipped to your house/office, you must wait for Lenovo to contact you and resolve. You can also contact Lenovo at 1-855-253-6686 option #1. ASPs are not authorized to replace parts or repair machines for customers who have initiated service through Lenovo.
- Authorized Service Providers may charge for out of scope services. Lenovo does not regulate and is not responsible for the prices charged.

**COMPUTERLAND NET TECH E TEX**  
23.30 Miles  
75604,1614 EAST FAIRMONT, LONGVIEW, Texas, United States  
Website: <http://www.cynenergytech.com>  
Premises Type: Walk in; Retail; Corporate

**QUALITY HIGH-TECH LLC**  
139.23 Miles  
75081-6743, 1910 Firman Dr. Suite 120, Richardson, Texas, United States  
Website: <http://www.qht.com/>  
Premises Type: Walk in; Retail; Corporate

**Micro Center DLSE Store 134**  
141.05 Miles  
75243-1007, 13929 North Central

### Lenovo Service Center FAQs

- 1. What is Lenovo Service?**

Lenovo Service refers to the range of support options and services provided by Lenovo to assist customers with their Lenovo devices. It includes technical support, repairs, warranty coverage, and other assistance aimed at ensuring the optimal performance of Lenovo products.
- 2. What is a Lenovo Service Center?**

A Lenovo Service Center is an authorized facility where customers can seek professional assistance for their Lenovo devices. These centers employ trained technicians who specialize in Lenovo products and provide services such as diagnostics, repairs, hardware upgrades, and software installations.
- 3. What is the difference between a Lenovo Service Center and a Lenovo Authorized Service Center?**

A Lenovo Service Center and a Lenovo Authorized Service Center serve the same purpose of providing support for Lenovo devices. However, an Authorized Service Center has received certification from Lenovo to meet specific standards and requirements set by the company. This certification ensures that the service center is qualified to deliver reliable and high-quality service.
- 4. How can I find a Lenovo Service Center near me?**

To find a Lenovo Service Center near you, you can visit the Lenovo support website and use the service center locator tool. Enter your location or zip code, and the tool will provide a list of authorized service centers in your area.
- 5. What services are provided by Lenovo Service Centers?**

Lenovo Service Centers offer a wide range of services for Lenovo devices, including diagnostics, repairs, hardware upgrades, software installations, and warranty support. They can assist with both in-warranty and out-of-warranty issues, ensuring that customers receive the necessary support for their devices.

Lenovo provides a range of support services and authorized service centers to ensure that customers receive the necessary assistance for their Lenovo devices. Whether it's finding a service center, accessing general support, or utilizing self-service diagnostics, Lenovo is dedicated to providing reliable and comprehensive service options for its customers.

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<sup>16</sup> See, e.g., <https://support.lenovo.com/us/en/lenovo-service-provider>. Displaying result for “Warranty and Support Provider” for “Home” within 500 miles of 200 W Houston St, Marshall, TX 75670, USA. (“A Lenovo Service Center is an authorized facility where customers can seek professional assistance for their Lenovo devices. These centers employ trained technicians who specialize in Lenovo products and provide services such as diagnostics, repairs, hardware upgrades, and software installations



32. Defendants also maintain authorized resellers of its products in this Judicial District, in the State of Texas, and throughout the United States.

**Purpose**

\* Need to find a reseller or a service provider

Reseller <sup>1</sup>

Warranty and Support Provider <sup>1</sup>

\* Need assistance with products for home or for business

Business

**Location**

Use my current location

Address\*

200 W Houston St, Marshall, TX 75670, USA

\* Measured in

Miles

Kilometers

Distance\*

500

**SEARCH**

**Location Results**

We found 23 locations

- Lenovo Authorized Service Providers (ASPs) offer limited warranty service support.
- Prior to visiting an ASP location, you must call first to ensure that the ASP can provide the assistance you require.
- If a repair case was initiated with Lenovo where part(s) were shipped to your house/office, you must wait for Lenovo to contact you and resolve. You can also contact Lenovo at 1-855-253-6686 option #1. ASPs are not authorized to replace parts or repair machines for customers who have initiated service through Lenovo.
- Authorized Service Providers may charge for out of scope services. Lenovo does not regulate and is not responsible for the prices charged.

**Medwed Enterprises, Inc.**

Lenovo 360  
Preferred Solution  
Partner  
2023 Gold

Lenovo 360  
Preferred Solution  
Partner  
2023 Gold

139.85 Miles

1401 N. Central Expressway  
#320, Richardson, Texas, United States

Phone Number: (972) 644-1992

**Reliable It LLC**

Lenovo 360  
Preferred Solution  
Partner  
2023 Gold

Lenovo 360  
Preferred Solution  
Partner  
2023 Gold

141.14 Miles

1201 3rd St Suite 100, Alexandria, Louisiana, United States

Phone Number: (949) 419-8000

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33. At these various locations, Lenovo maintains authorized sellers, sales representatives, and customer service agents that offer, sell, and service Defendants’ products in this Judicial District, the State of Texas, and elsewhere in the United States including, but not limited to, Computerland Net Tech East Tex at 1614 East Fairmont, Longview, Texas 75604.

<sup>17</sup> *Id.* Search results for “Reseller” for “Business” within 500 miles of 200 W Houston St, Marshall, TX 75670, USA



34. Furthermore, Lenovo Group Ltd. provides “Hardware Maintenance Manuals” for the Accused Products in the United States which bear a “Lenovo” copyright without specifying any particular Lenovo entity, and which are “delivered pursuant to a General Services Administration “GSA” contract. These manuals specify that they are “printed in China.” These English language manuals demonstrate Lenovo’s knowledge and intent for the Accused Products to be sold throughout the United States, including Texas.

35. Defendants have authorized sellers and sales representatives that offer for sale and sell infringing products to consumers at various locations throughout the State of Texas and this Judicial District including, but not limited to: Best Buy, 422 West TX-281 Loop, Suite 100, Longview, Texas 75605; Best Buy, 2800 North Central Expressway, Plano, Texas 75074; Best Buy, 5514 South Broadway Avenue, Tyler, Texas 75703; Staples, 812 West McDermott Drive, Allen, Texas 75013; Walmart Supercenter, 730 West Exchange Parkway, Allen, Texas 75013; and Walmart Supercenter, 1701 East End Boulevard North, Marshall, Texas 75670.

36. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391 because, among other things, Defendants are not residents in the United States, and thus may be sued in any judicial district pursuant to 28 U.S.C. § 1391(c)(3).

37. Defendants are subject to this Court’s jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to its substantial business in this State and Judicial District, including (a) at least part of its past infringing activities, (b) regularly doing or soliciting business in Texas, and/or (c) engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Texas.

**PATENTS-IN-SUIT**

38. On July 3, 2012, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 8,213,970 (the “’970 Patent”) entitled “Method of Utilizing Forced Alerts for Interactive Remote Communications.” On September 1, 2021, the United States Patent and Trademark Office issued an *Inter Partes* Review Certificate for the ’970 Patent cancelling claims 1 and 3-9. On December 9, 2021, the United States Patent and Trademark Office issued an *Ex Parte* Reexamination Certificate for the ’970 Patent determining claims 2 and 10 (as amended) and claims 11-13 to be valid and patentable. A true and correct copy of the ’970 Patent, which includes the September 1, 2021 *Inter Partes* Review Certificate and the December 9, 2021 *Ex Parte* Reexamination Certificate, is available at: <https://ppubs.uspto.gov/pubwebapp/external.html?q=8,213,970.pn.&db=USPAT>.

39. On September 13, 2016, the United States and Trademark Office duly and legally issued U.S. Patent No. 9,445,251 (the “’251 Patent”) entitled “Method to Provide Ad Hoc and Password Protected Digital and Voice Networks.” On June 8, 2021, the United States Patent and Trademark Office issued an *Ex Parte* Reexamination Certificate of the ’251 Patent determining claims 1-35 to be valid and patentable. A true and correct copy of the ’251 Patent, which includes the June 8, 2021 *Ex Parte* Reexamination Certificate, is available at: <https://ppubs.uspto.gov/pubwebapp/external.html?q=9,445,251.pn.&db=USPAT>.

40. On October 11, 2016, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 9,467,838 (the “’838 Patent”) entitled “Method to Provide Ad Hoc and Password Protected Digital and Voice Networks.” On May 27, 2021, the United States Patent and Trademark Office issued an *Ex Parte* Reexamination Certificate of the ’838 Patent determining claims 1-84 to be valid and patentable. A true and correct copy of the ’838 Patent, which includes

the May 27, 2021 Ex Parte Reexamination Certificate, is available at: <https://ppubs.uspto.gov/pubwebapp/external.html?q=9,467,838.pn.&db=USPAT>.

41. On November 14, 2017, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 9,820,123 (the “’123 Patent”) entitled “Method to Provide Ad Hoc and Password Protected Digital and Voice Networks.” On September 24, 2021, the United States Patent and Trademark Office issued an Ex Parte Reexamination Certificate for the ’123 Patent confirming the validity and patentability of claims 1-48. A true and correct copy of the ’123 Patent, which includes the September 24, 2021 Ex Parte Reexamination Certificate, is available at: <https://ppubs.uspto.gov/pubwebapp/external.html?q=9,820,123.pn.&db=USPAT>.

42. On August 29, 2017, the United States and Trademark Office duly and legally issued U.S. Patent No. 9,749,829 (the “’829 Patent”) entitled “Method to Provide Ad Hoc and Password Protected Digital and Voice Networks.” On August 16, 2021, the United States Patent and Trademark Office issued an Ex Parte Reexamination Certificate for the ’829 Patent confirming the validity and patentability of claims 1-68. A true and correct copy of the ’829 Patent, which includes the August 16, 2021 Ex Parte Reexamination Certificate, is available at: <https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/9749829>.

43. AGIS Software is the sole and exclusive owner of all rights, title, and interest in the Patents-in-Suit, and holds the exclusive right to take all actions necessary to enforce its rights to the Patents-in-Suit, including the filing of this patent infringement lawsuit. AGIS Software also has the right to recover all damages for past, present, and future infringement of the Patents-in-Suit and to seek injunctive relief as appropriate under the law.

### **FACTUAL ALLEGATIONS**

44. Malcolm K. “Cap” Beyer, Jr., a graduate of the United States Naval Academy and a former U.S. Marine, is the CEO of AGIS Software and a named inventor of the AGIS Software patent portfolio. Mr. Beyer founded Advanced Ground Information Systems, Inc. (“AGIS, Inc.”) shortly after the September 11, 2001 terrorist attacks because he believed that many first responder and civilian lives could have been saved through the implementation of a better communication system. He envisioned and developed a new communication system that would use integrated software and hardware components on mobile devices to give users situational awareness superior to systems provided by conventional military and first responder radio systems.

45. AGIS, Inc. developed prototypes that matured into its LifeRing system. LifeRing provides first responders, law enforcement, and military personnel with what is essentially a tactical operations center built into hand-held mobile devices. Using GPS-based location technology and existing or special-purpose cellular communication networks, LifeRing users can exchange location, heading, speed, and other information with other members of a group, view each other’s locations on maps and satellite images, and rapidly communicate and coordinate their efforts.

46. AGIS Software was formed in 2017 and has since opened two offices in Texas, including one office located at 2226 Washington Avenue, #2, Waco, Texas 76702. AGIS Software also maintains a data center in Texas.

47. Mr. Beyer has maintained longstanding ties to Texas and the Eastern District. In 1987, Mr. Beyer founded Advanced Programming Concepts, an Austin-based company focused on real-time tactical command and control systems. Advanced Programming Concepts was later

acquired by Ultra Electronics, Inc. and is now the Advanced Tactical Systems unit of Ultra Electronics, Inc., which is still based in Austin, Texas.

48. AGIS Software licenses its patent portfolio, including the '970, '251, '838, '123, and '829 Patents, to AGIS, Inc. AGIS, Inc. has marked its products accordingly. AGIS Software and all previous assignees of the Patents-in-Suit have complied with the requirements of 35 U.S.C. § 287(a).

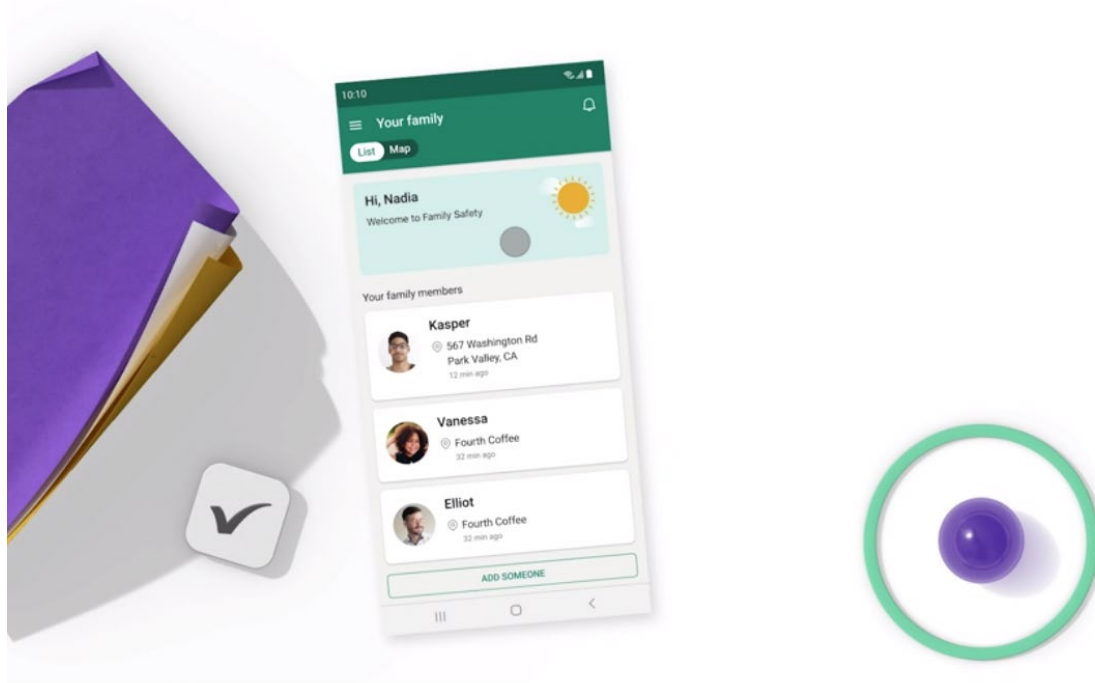
49. Defendants have infringed and are continuing to infringe the Patents-in-Suit by making, using, selling, offering to sell, distributing, exporting from, and/or importing, and by actively inducing others to make, use, sell, offer to sell, distribute, export from, and/or import products that infringe the Patents-in-Suit. Such products include at least the Family Safety Application, Find My Device application, and Absolute Software application and services and all Lenovo computer devices running Windows-based operating systems, such as all models and versions of Lenovo ThinkPad, Yoga, Legion, LOQ, ThinkBook, Chromebook, IdeaPad, and Slim (the "Accused Products").<sup>18</sup> The Accused Products infringe each of the Asserted Patents.

50. The Accused Products include functionalities that allow users to form and/or join networks or groups, share and view locations with other users, display symbols corresponding to locations (including locations of other users) on a map, and communicate with other users via text, voice, and multimedia-based communication. Additionally, the Accused Products include functionalities to allow users to form and/or join networks or groups. Additionally, the users may form groups that include their own devices in order to track their own lost or stolen devices, as shown below; to send and receive communications from their own lost or stolen Accused Products;

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<sup>18</sup> See, e.g., <https://www.microsoft.com/en-us/microsoft-365/family-safety?ocid=cmmmy4tuo5qp>; <https://www.absolute.com/partners/device-manufacturers/lenovo/>; <https://www.absolute.com/partners/device-compatibility/>

and to remotely control the lost or stolen Accused Products. The Accused Products include the functionalities to display map information, including symbols corresponding with users, entities, and locations. Additionally, the Accused Products include functionalities to form groups that include their own devices in order to track, remotely monitor and control, and/or communicate with other users' devices. The Accused Products include functionalities to enable communications, such as voice calls between users. The Accused Products practice the claims of the Asserted Patents to improve user experiences and to improve Defendants' position in the market.



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## Absolute and Lenovo

Absolute is a part of Lenovo ThinkShield® — a comprehensive end-to-end security platform.

It begins on the factory floor, when Lenovo embeds Absolute in the firmware of its devices. This creates an unbreakable link that gives IT and security professionals unprecedented control.

Automatically heal broken controls. Gather hundreds of data points per device. Protect sensitive and valuable data.

Exclusively on Lenovo devices, use Lenovo RSVP to create, change, or remove the supervisor password remotely and at scale.

Lenovo and Absolute make it possible to streamline security and IT asset management. So you



protect your devices, data, apps, and budget.

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<sup>19</sup> <https://www.microsoft.com/en-us/microsoft-365/family-safety>

<sup>20</sup> <https://www.absolute.com/partners/device-manufacturers/lenovo>

**COUNT I**  
**(Infringement of the '970 Patent)**

51. Paragraphs 1 through 50 are incorporated herein by reference as if fully set forth in their entireties.

52. AGIS Software has not licensed or otherwise authorized Defendants to make, use, offer for sale, sell, distribute, export from, or import any Accused Products and/or products that embody the inventions of the '970 Patent.

53. Defendants infringe, contribute to the infringement of, and/or induce infringement of the '970 Patent by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States products and/or methods covered by one or more claims of the '970 Patent including, but not limited to, the Accused Products.

54. Defendants have and continue to directly infringe at least claim 10 of the '970 Patent, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products without authority and in violation of 35 U.S.C. § 271(a).

55. Defendants have and continue to indirectly infringe at least claim 10 of the '970 Patent by actively, knowingly, and intentionally inducing others to directly infringe, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products and by instructing users of the Accused Products to perform methods claimed in the '970 Patent. For example, Defendants, with knowledge that the Accused Products infringe the '970 Patent at least as of the date of this Complaint, actively, knowingly, and intentionally induced, and continue to knowingly and intentionally induce direct infringement of the '970 Patent in violation of 35 U.S.C. § 271(b).



Alternatively, Defendants believed there was a high probability that others would infringe the '970 Patent but remained willfully blind to the infringing nature of others' actions.





56. For example, Defendants have indirectly infringed and continue to indirectly infringe at least claim 10 of the '970 Patent in the United States because Defendants' customers use the Accused Products, including at least the HP Wolf Protect and Trace applications and/or services or the Accused Products with the HP Wolf Protect and Trace application and/or services, alone or in conjunction with additional Accused Products, in accordance with Defendants' instructions and thereby directly infringe at least claim 10 of the '970 Patent in violation of 35 U.S.C. § 271. Defendants directly and/or indirectly intentionally instruct their customers to infringe through training videos, demonstrations, brochures, installations and/or user guides, such as those located at one or more of the following: <https://apps.microsoft.com/detail/9n7wszgck7m5?amp%3Bgl=US&hl=en-us&gl=US>; <https://www.absolute.com/partners/device-manufacturers/lenovo/>; and Defendants' agents and representatives located within this Judicial District. Defendants are thereby liable for infringement of the '970 Patent under 35 U.S.C. § 271(b). Alternatively, Defendants believed there was a high probability that others would infringe the '970 Patent but remained willfully blind to the infringing nature of others' actions.

57. For example, Defendants directly infringe and/or indirectly infringe by instructing their customers to infringe by performing claim 10 of the '970 Patent, including: a method of receiving, acknowledging and responding to a forced message alert from a sender PDA/cell phone to a recipient PDA/cell phone, wherein the receipt, acknowledgment, and response to said forced message alert is forced by a forced message alert software application program, said method comprising the steps of: receiving an electronically transmitted electronic message; identifying

said electronic message as a forced message alert, wherein said forced message alert comprises a voice or text message and a forced message alert application software packet, which triggers the activation of the forced message alert software application program within the recipient PDA/cell phone; transmitting an automatic acknowledgment of receipt to the sender PDA/cell phone, which triggers the forced message alert software application program to take control of the recipient PDA/cell phone and shows the content of the text message and a required response list on the display recipient PDA/cell phone or to repeat audibly the content of the voice message on the speakers of the recipient PDA/cell phone and show the required response list on the display recipient PDA/cell phone; and transmitting a selected required response from the response list in order to allow the message required response list to be cleared from the recipient's cell phone display, whether said selected response is a chosen option from the response list, causing the forced message alert software to release control of the recipient PDA/cell phone and stop showing the content of the text message and a response list on the display recipient PDA/cell phone and/or stop repeating the content of the voice message on the speakers of the recipient PDA/cell phone; displaying the response received from the PDA cell phone that transmitted the response on the sender of the forced alert PDA/cell phone; and providing a list of the recipient PDA/cell phones that have automatically acknowledged receipt of a forced alert message and their response to the forced alert message; and displaying a geographical map with georeferenced entities on the display of the sender PDA/cell phone; obtaining location and status data associated with the recipient PDA/cellphone; and presenting a recipient symbol on the geographical map corresponding to a correct geographical location of the recipient PDA/cellphone based on at least the location data. For example, the Accused Products include features as shown below.

## Find your Windows device

1. Go to <https://account.microsoft.com/devices> and sign in.
2. Select the **Find My Device** tab.
3. Choose the device you want to find, and then select **Find** to see a map showing your device's location.

**Note:** You can locate a shared device only if you have an administrator account on it. On the shared device, select **Start**  > **Settings**  > **Account**  > **Your info**  to see if you're an administrator.

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## Lock your Windows device remotely

1. When you find your device on the map, select **Lock** > **Next**.
2. Once your device is locked, you can reset your password for added security. For more info about passwords, see [Change or reset your Windows password](#).

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58. The Accused Products, such as the Absolute Software applications, further includes similar features and functionalities to Family Safety, and infringe in a substantially similar manner.

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<sup>21</sup> <https://support.microsoft.com/en-us/account-billing/find-and-lock-a-lost-windows-device-890bf25e-b8ba-d3fe-8253-e98a12f26316>

<sup>22</sup> <https://support.microsoft.com/en-us/account-billing/find-and-lock-a-lost-windows-device-890bf25e-b8ba-d3fe-8253-e98a12f26316>

**Lost laptop? Stolen PC?  
Absolute Home & Office is  
here to help**

Whether it's your personal computer, a laptop used for education or a fleet of small business machines, Absolute Home & Office can keep your device(s) and information safe. Locate, regain control of and in many cases even recover your missing or stolen computer using a combination of GPS, Wi-Fi, and IP geolocation technology



LOCATE	LOCK	DELETE	RECOVER	GUARANTEE
				
Map your laptop's location	Prevent use of your lost laptop	Protect your privacy remotely	Get your laptop and life back	Up to \$1,000 if not recovered

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59. AGIS Software has suffered damages as a result of Defendants' direct and indirect infringement of the '970 Patent in an amount to be proved at trial.

60. AGIS Software has suffered, and will continue to suffer, irreparable harm as a result of Defendants' infringement of the '970 Patent for which there is no adequate remedy at law unless Defendants' infringement is enjoined by this Court.

**COUNT II**  
**(Infringement of the '251 Patent)**

61. Paragraphs 1 through 50 are incorporated herein by reference as if fully set forth in their entireties.

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<sup>23</sup> <https://homeoffice.absolute.com/>

62. AGIS Software has not licensed or otherwise authorized Defendants to make, use, offer for sale, sell, distribute, export from, or import any Accused Products and/or products that embody the inventions of the '251 Patent.

63. Defendants infringe, contribute to the infringement of, and/or induce infringement of the '251 Patent by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States products and/or methods covered by one or more claims of the '251 Patent including, but not limited to, the Accused Products.

64. Defendants have and continue to directly infringe at least claim 24 of the '251 Patent, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products without authority and in violation of 35 U.S.C. § 271(a).

65. Defendants have and continue to indirectly infringe at least claim 24 of the '251 Patent by actively, knowingly, and intentionally inducing others to directly infringe, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products and by instructing users of the Accused Products to perform methods claimed in the '251 Patent. For example, Defendants, with knowledge that the Accused Products infringe the '251 Patent at least as of the date of this Complaint, actively, knowingly, and intentionally induced, and continue to actively, knowingly, and intentionally induce direct infringement of the '251 Patent. Alternatively, Defendants believed there was a high probability that others would infringe the '251 Patent but remained willfully blind to the infringing nature of others' actions.

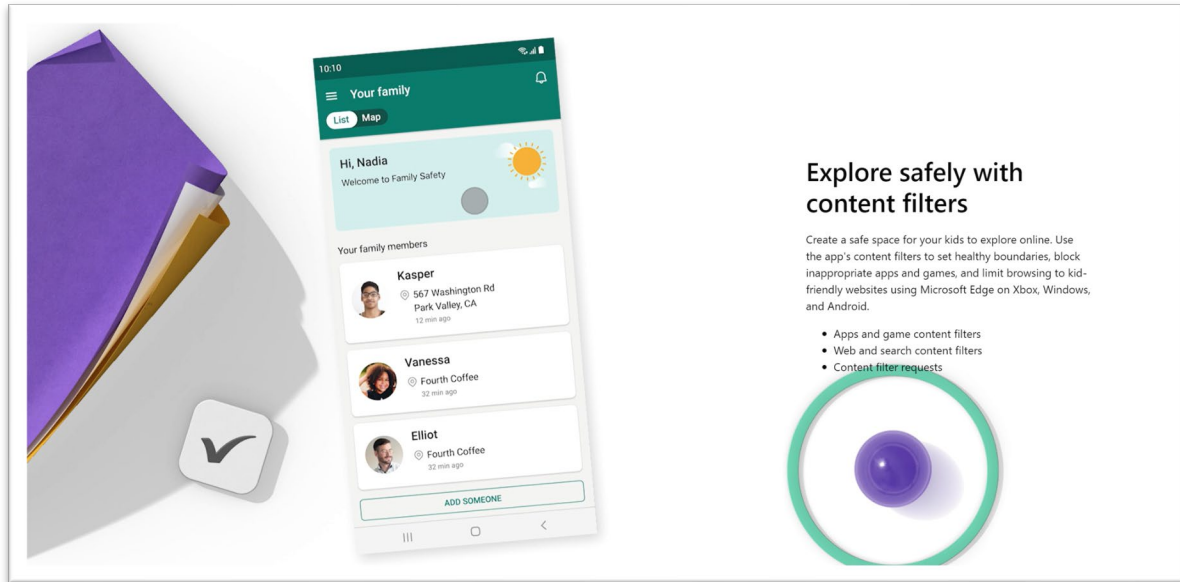
66. For example, Defendants have indirectly infringed and continue to indirectly infringe at least claim 24 of the '251 Patent in the United States because Defendants' customers

use the Accused Products, including at least Family Safety Application and/or services or the Accused Products with the Family Safety Application and/or services, alone or in conjunction with additional Accused Products, in accordance with Defendants' instructions and thereby directly infringe at least claim 24 of the '251 Patent in violation of 35 U.S.C. § 271. Defendants directly and/or indirectly intentionally instruct their customers to infringe through training videos, demonstrations, brochures, installations and/or user guides, such as those located at one or more of the following: <https://apps.microsoft.com/detail/9n7wszgck7m5?amp%3Bgl=US&hl=en-us&gl=US>; <https://www.absolute.com/partners/device-manufacturers/lenovo/>; and Defendants' agents and representatives located within this Judicial District. Defendants are thereby liable for infringement of the '251 Patent under 35 U.S.C. § 271(b). Alternatively, Defendants believed there was a high probability that others would infringe the '251 Patent but remained willfully blind to the infringing nature of others' actions.

67. For example, Defendants' Accused Products allow users to share their locations and view other users' locations on a map and to communicate with those users via the Family Safety Application.

68. For example, the exemplary Accused Products allow users to establish groups and to exchange messages via interaction with servers which provide the Family Safety services, among other relevant services. The exemplary Accused Products further allow users to retrieve map information from multiple sources, including street-view maps.

69. The exemplary Accused Products are programmed to receive messages from other devices where those messages relate to joining groups, as depicted below:



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<sup>24</sup> <https://www.microsoft.com/en-us/microsoft-365/family-safety?rtc=1>

## Find your family on a map

*Microsoft account, Microsoft account dashboard*

**Important:** Location and driving safety features in Microsoft Family Safety are going away. [Learn more.](#)

Wondering whether a family member is on their way home or still finishing up at practice? Is someone caught in a traffic delay and running late for dinner? Skip the constant check-ins and view family members' locations in real time on the Microsoft Family Safety map!

Family Safety's free in-app map feature can be accessed online at [family.microsoft.com](https://family.microsoft.com) and in the Family Safety mobile app, available for download in the [Google Play store](#) or [App Store for iPhone](#). *Map features are available on Android and iOS devices.*

In order to begin using Family Safety features, family members must first [enable location sharing](#) in their own [connected device](#) settings and in the Family Safety app.

Once location sharing permissions are allowed, explore other premium location features with a [Microsoft 365 subscription](#), including [drive safety](#), [location alerts](#) and more!

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<sup>25</sup> <https://support.microsoft.com/en-us/account-billing/find-your-family-on-a-map-7a47e821-70fa-7aca-c35b-3542275f8a85>



## Microsoft principles

"Your data, powering your experiences, controlled by you." We adhere to CEO Satya Nadella's words and [Microsoft privacy](#) principles while providing location-based experiences across the Microsoft products you enjoy. Microsoft recognizes that using our services is a choice you make, and you can change your mind at any time. If you need assistance with location-based experiences, [contact support](#).

What is a location-based experience? ∨

How is my location information used? ∨

What location information is collected? ∨

How can I see my location information? ∨

Can anyone see where I am? ∧

Sharing your location information is your choice. Your location information is yours and will not be sold or traded. Family Safety allows you to share your location with your family group, which you can stop doing at any time.

What are the location controls in the Family safety app, and how can I opt out of these location-based experiences? ∨

How is my data secure? ∨

How can I delete my data? ∨

How do I delete saved places? ∨

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<sup>26</sup> <https://support.microsoft.com/en-us/account-billing/location-based-experiences-in-microsoft-family-safety-48704c11-da47-05c3-6c75-e032d54bc563>

# Add people to your family group

*Microsoft account, Microsoft Family Safety*

After [creating a family group](#), explore [Microsoft Family Safety](#) features and benefits by adding family members!

If someone is already part of a family group, they must [leave or be removed from that group](#) before joining another. They can also [create a new Microsoft account](#) to associate with a new family group. [Family organizers](#) can add family members by following the steps below.

Web	∨
Family Safety app	∨
Xbox	∨

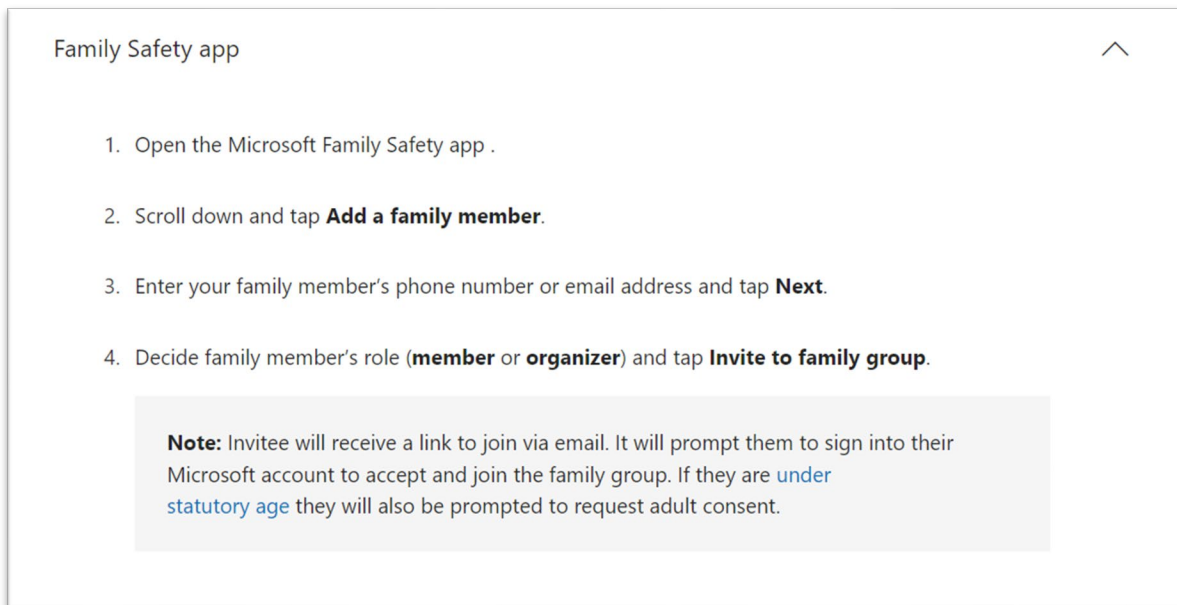
27

Web ∧

1. Using a web browser, visit [family.microsoft.com](https://family.microsoft.com). Sign into your Family Safety account.
2. Click **Add a family member**.
3. Enter family member's phone number or email address and click **Next**.
4. Decide family member's role (**member** or **organizer**) and click **Next > Invite**.

**Note:** Invitee will receive a link to join via email. It will prompt them to sign into their Microsoft account to accept and join the family group. If they are [under statutory age](#) they will also be prompted to request adult consent.

28



29

70. The exemplary Accused Products are further programmed to facilitate participation in the group by communicating with a server and sending to and receiving location information, as depicted below:

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<sup>27</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>

<sup>28</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>

<sup>29</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>

Can anyone see where I am? ^

Sharing your location information is your choice. Your location information is yours and will not be sold or traded. Family Safety allows you to share your location with your family group, which you can stop doing at any time.

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What are the location controls in the Family safety app, and how can I opt out of these location-based experiences? ^

Places, Location Alerts, Location Sharing, Drive Safety, and Drive Share are features that use your location in the Family Safety App. You can learn more about these location controls and how to opt out below:

[Places and Location Alerts](#)

[Location Sharing](#)

[Drive Safety](#)

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## Location sharing in device settings

Location sharing must first be enabled through each individual device's settings. *Processes may vary slightly based on device's current operating system, make, and model.*

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iPhone/iOS ^

1. Open **Settings**.
2. Scroll down and tap **Family Safety**.
3. Tap **Location > Always**.
4. Turn on **Precise Location** toggle.

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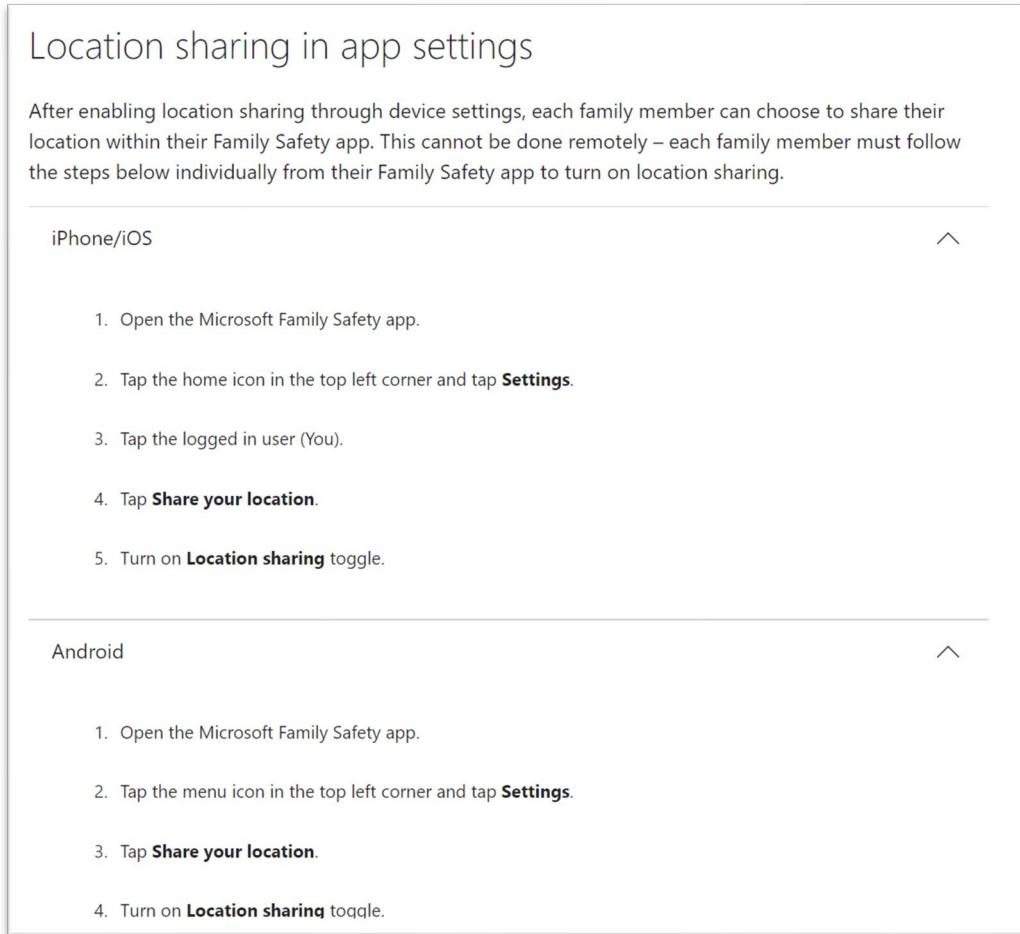
Android ^

1. Turn on [Google Location Accuracy](#).
2. **Battery optimization** is **Off**.
3. Location access is **Allowed**.

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<sup>30</sup> <https://support.microsoft.com/en-us/account-billing/location-based-experiences-in-microsoft-family-safety-48704c11-da47-05c3-6c75-e032d54bc563>

<sup>31</sup> <https://support.microsoft.com/en-us/account-billing/set-up-family-location-sharing-796dfbde-1055-86ca-06a6-bb519053d200>



71. This location information is presented on interactive displays on the exemplary Accused Products which include interactive maps and a plurality of user selectable symbols corresponding to other devices. These symbols are positioned on the map at positions corresponding to the locations of the other devices, as depicted below:

<sup>32</sup> <https://support.microsoft.com/en-us/account-billing/set-up-family-location-sharing-796dfbde-1055-86ca-06a6-bb519053d200>

## Find your family on a map

*Microsoft account, Microsoft account dashboard*

**Important:** Location and driving safety features in Microsoft Family Safety are going away. [Learn more.](#)

Wondering whether a family member is on their way home or still finishing up at practice? Is someone caught in a traffic delay and running late for dinner? Skip the constant check-ins and view family members' locations in real time on the Microsoft Family Safety map!

Family Safety's free in-app map feature can be accessed online at [family.microsoft.com](https://family.microsoft.com) and in the Family Safety mobile app, available for download in the [Google Play store](#) or [App Store for iPhone](#). *Map features are available on Android and iOS devices.*

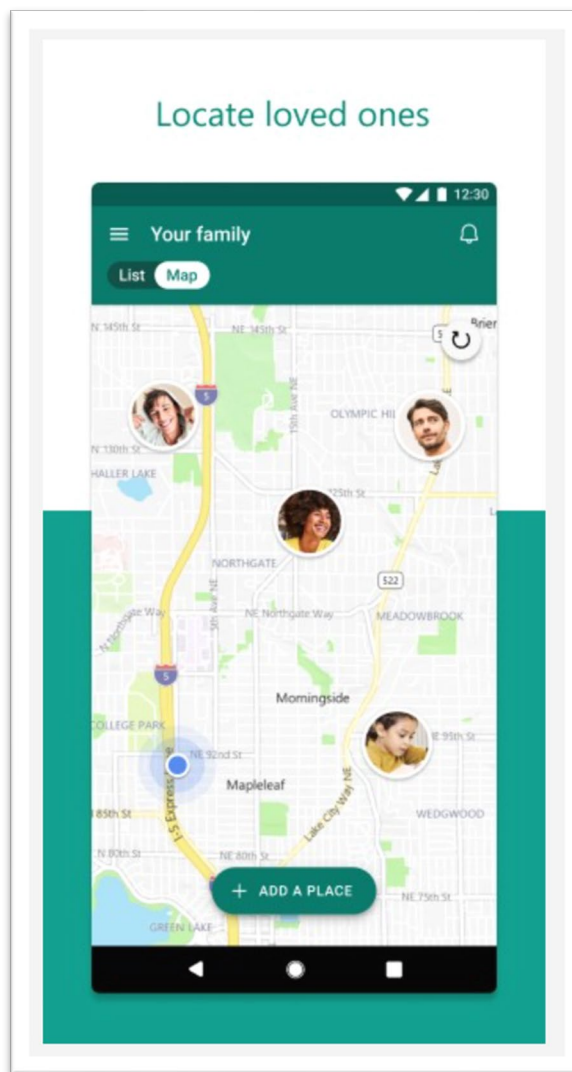
In order to begin using Family Safety features, family members must first [enable location sharing](#) in their own [connected device](#) settings and in the Family Safety app.

Once location sharing permissions are allowed, explore other premium location features with a [Microsoft 365 subscription](#), including [drive safety](#), [location alerts](#) and more!

33

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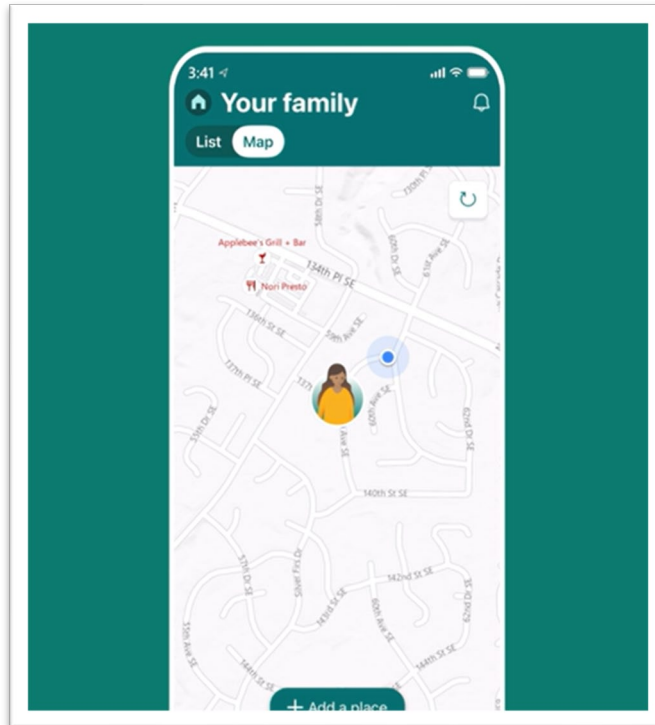
<sup>33</sup> <https://support.microsoft.com/en-us/account-billing/find-your-family-on-a-map-7a47e821-70fa-7aca-c35b-3542275f8a85>



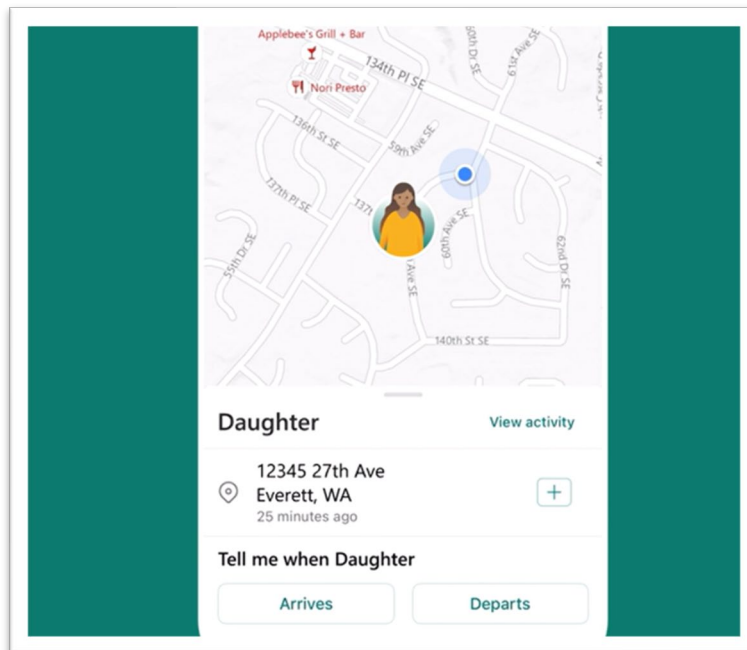
34

72. The exemplary Accused Products are programmed to permit users to request and display additional maps by, for example, moving the map screen and/or by selecting satellite image maps. The exemplary Accused Products are further programmed to permit interaction with the display where a user may select one or more symbols and where the exemplary Accused Products further permit data to be sent to other devices based on that interaction.

<sup>34</sup> <https://www.microsoft.com/en-us/microsoft-365/blog/2020/05/11/new-microsoft-family-safety-app-now-available-preview-ios-android/>



35



36

<sup>35</sup> <https://support.microsoft.com/en-au/topic/saved-places-and-location-alerts-97c31393-3863-6cf1-a290-950f89549fdc>

<sup>36</sup> <https://support.microsoft.com/en-au/topic/saved-places-and-location-alerts-97c31393-3863-6cf1-a290-950f89549fdc>



73. AGIS Software has suffered damages as a result of Defendants' direct and indirect infringement of the '251 Patent in an amount to be proved at trial.

74. AGIS Software has suffered, and will continue to suffer, irreparable harm as a result of Defendants' infringement of the '251 Patent for which there is no adequate remedy at law unless Defendants' infringement is enjoined by this Court.

**COUNT III**  
**(Infringement of the '838 Patent)**

75. Paragraphs 1 through 50 are incorporated herein by reference as if fully set forth in their entireties.

76. AGIS Software has not licensed or otherwise authorized Defendants to make, use, offer for sale, sell, distribute, export from, or import any Accused Products and/or products that embody the inventions of the '838 Patent.

77. Defendants infringe, contribute to the infringement of, and/or induce infringement of the '838 Patent by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States products and/or methods covered by one or more claims of the '838 Patent including, but not limited to, the Accused Products.

78. Defendants have and continue to directly infringe at least claim 54 of the '838 Patent, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products without authority and in violation of 35 U.S.C. § 271(a).

79. Defendants have and continue to indirectly infringe at least claim 54 of the '838 Patent by actively, knowingly, and intentionally inducing others to directly infringe, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products and by instructing

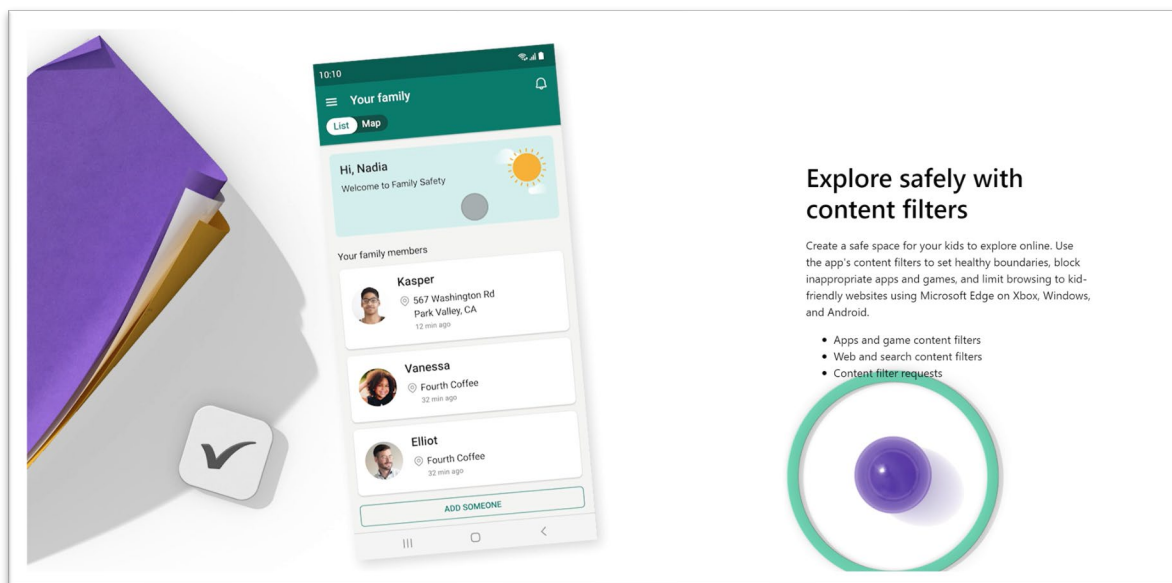
users of the Accused Products to perform methods claimed in the '838 Patent. For example, Defendants, with knowledge that the Accused Products infringe the '838 Patent at least as of the date of this Complaint, actively, knowingly, and intentionally induced, and continue to actively, knowingly, and intentionally induce direct infringement of the '838 Patent. Alternatively, Defendants believed there was a high probability that others would infringe the '838 Patent but remained willfully blind to the infringing nature of others' actions.

80. For example, Defendants have indirectly infringed and continue to indirectly infringe at least claim 54 of the '838 Patent in the United States because Defendants' customers use the Accused Products, including at least Family Safety Application and/or services or the Accused Products with the Family Safety Application and/or services, alone or in conjunction with additional Accused Products, in accordance with Defendants' instructions and thereby directly infringe at least claim 54 of the '838 Patent in violation of 35 U.S.C. § 271. Defendants directly and/or indirectly intentionally instruct their customers to infringe through training videos, demonstrations, brochures, installations and/or user guides, such as those located at one or more of the following: <https://apps.microsoft.com/detail/9n7wszgck7m5?amp%3Bgl=US&hl=en-us&gl=US>; <https://www.absolute.com/partners/device-manufacturers/lenovo/>; and Defendants' agents and representatives located within this Judicial District. Defendants are thereby liable for infringement of the '838 Patent under 35 U.S.C. § 271(b). Alternatively, Defendants believed there was a high probability that others would infringe the '838 Patent but remained willfully blind to the infringing nature of others' actions.

81. For example, Defendants' Accused Products allow users to share their locations and view other users' locations on a map and to communicate with those users via the Family Safety Application.

82. For example, the exemplary Accused Products allow users to establish groups and to exchange messages via interaction with servers which provide the Family Safety services, among other relevant services. The exemplary Accused Products further allow users to retrieve map information from multiple sources, including street-view maps.

83. The exemplary Accused Products are programmed to receive messages from other devices where those messages relate to joining groups, as depicted below:



37

<sup>37</sup> <https://www.microsoft.com/en-us/microsoft-365/family-safety?rtc=1>

# Find your family on a map

*Microsoft account, Microsoft account dashboard*

**Important:** Location and driving safety features in Microsoft Family Safety are going away. [Learn more.](#)

Wondering whether a family member is on their way home or still finishing up at practice? Is someone caught in a traffic delay and running late for dinner? Skip the constant check-ins and view family members' locations in real time on the Microsoft Family Safety map!

Family Safety's free in-app map feature can be accessed online at [family.microsoft.com](https://family.microsoft.com) and in the Family Safety mobile app, available for download in the [Google Play store](#) or [App Store for iPhone](#). *Map features are available on Android and iOS devices.*

In order to begin using Family Safety features, family members must first [enable location sharing](#) in their own [connected device](#) settings and in the Family Safety app.

Once location sharing permissions are allowed, explore other premium location features with a [Microsoft 365 subscription](#), including [drive safety](#), [location alerts](#) and more!

38

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<sup>38</sup> <https://support.microsoft.com/en-us/account-billing/find-your-family-on-a-map-7a47e821-70fa-7aca-c35b-3542275f8a85>

## Microsoft principles

"Your data, powering your experiences, controlled by you." We adhere to CEO Satya Nadella's words and [Microsoft privacy](#) principles while providing location-based experiences across the Microsoft products you enjoy. Microsoft recognizes that using our services is a choice you make, and you can change your mind at any time. If you need assistance with location-based experiences, [contact support](#).

What is a location-based experience? ∨

How is my location information used? ∨

What location information is collected? ∨

How can I see my location information? ∨

Can anyone see where I am? ∧

Sharing your location information is your choice. Your location information is yours and will not be sold or traded. Family Safety allows you to share your location with your family group, which you can stop doing at any time.

What are the location controls in the Family safety app, and how can I opt out of these location-based experiences? ∨

How is my data secure? ∨

How can I delete my data? ∨

How do I delete saved places? ∨

39

<sup>39</sup> <https://support.microsoft.com/en-us/account-billing/location-based-experiences-in-microsoft-family-safety-48704c11-da47-05c3-6c75-e032d54bc563>

# Add people to your family group

*Microsoft account, Microsoft Family Safety*

After [creating a family group](#), explore [Microsoft Family Safety](#) features and benefits by adding family members!

If someone is already part of a family group, they must [leave or be removed from that group](#) before joining another. They can also [create a new Microsoft account](#) to associate with a new family group. [Family organizers](#) can add family members by following the steps below.

Web	∨
Family Safety app	∨
Xbox	∨

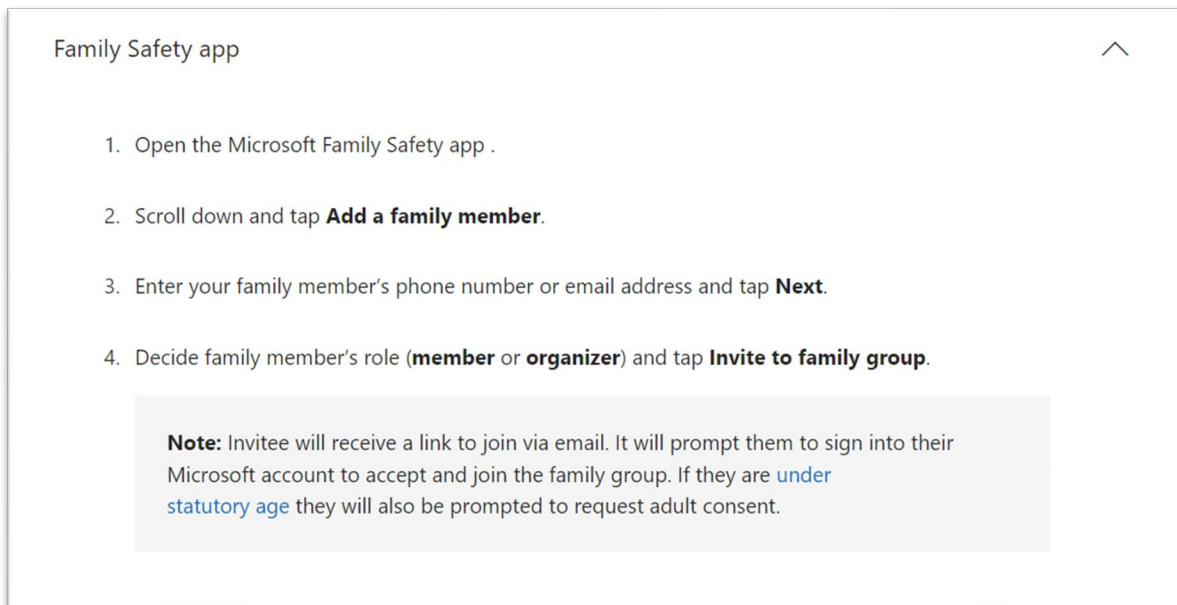
40

Web ∧

1. Using a web browser, visit [family.microsoft.com](https://family.microsoft.com). Sign into your Family Safety account.
2. Click **Add a family member**.
3. Enter family member's phone number or email address and click **Next**.
4. Decide family member's role (**member** or **organizer**) and click **Next > Invite**.

**Note:** Invitee will receive a link to join via email. It will prompt them to sign into their Microsoft account to accept and join the family group. If they are [under statutory age](#) they will also be prompted to request adult consent.

41



42

84. The exemplary Accused Products are further programmed to facilitate participation in the group by communicating with a server and sending to and receiving location information, as depicted below:

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<sup>40</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>

<sup>41</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>

<sup>42</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>

Can anyone see where I am? ^

Sharing your location information is your choice. Your location information is yours and will not be sold or traded. Family Safety allows you to share your location with your family group, which you can stop doing at any time.

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What are the location controls in the Family safety app, and how can I opt out of these location-based experiences? ^

Places, Location Alerts, Location Sharing, Drive Safety, and Drive Share are features that use your location in the Family Safety App. You can learn more about these location controls and how to opt out below:

[Places and Location Alerts](#)

[Location Sharing](#)

[Drive Safety](#)

43

## Location sharing in device settings

Location sharing must first be enabled through each individual device's settings. *Processes may vary slightly based on device's current operating system, make, and model.*

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iPhone/iOS ^

1. Open **Settings**.
2. Scroll down and tap **Family Safety**.
3. Tap **Location > Always**.
4. Turn on **Precise Location** toggle.

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Android ^

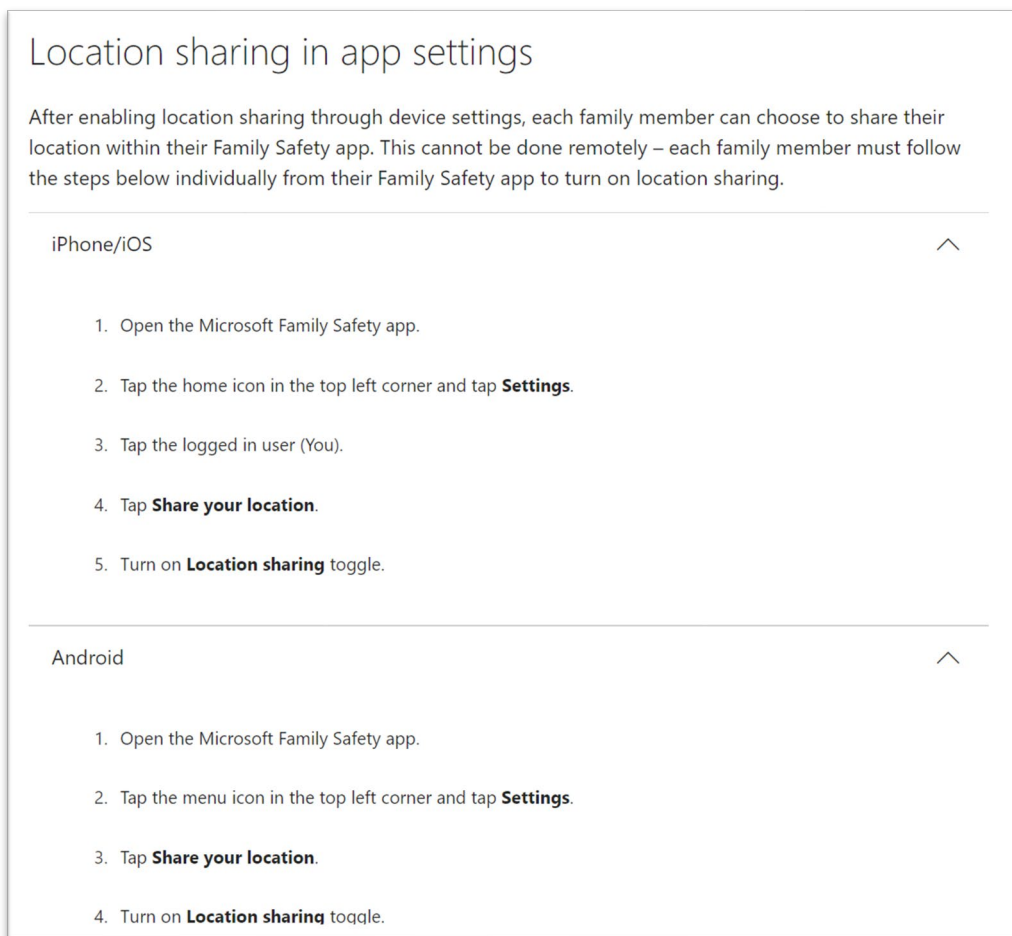
1. Turn on [Google Location Accuracy](#).
2. **Battery optimization** is **Off**.
3. Location access is **Allowed**.

44

<sup>43</sup> <https://support.microsoft.com/en-us/account-billing/location-based-experiences-in-microsoft-family-safety-48704c11-da47-05c3-6c75-e032d54bc563>

<sup>44</sup> <https://support.microsoft.com/en-us/account-billing/set-up-family-location-sharing-796dfbde-1055-86ca-06a6-bb519053d200>





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85. This location information is presented on interactive displays on the exemplary Accused Products which include interactive maps and a plurality of user selectable symbols corresponding to other devices. These symbols are positioned on the map at positions corresponding to the locations of the other devices, as depicted below:

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<sup>45</sup> <https://support.microsoft.com/en-us/account-billing/set-up-family-location-sharing-796dfbde-1055-86ca-06a6-bb519053d200>

## Find your family on a map

*Microsoft account, Microsoft account dashboard*

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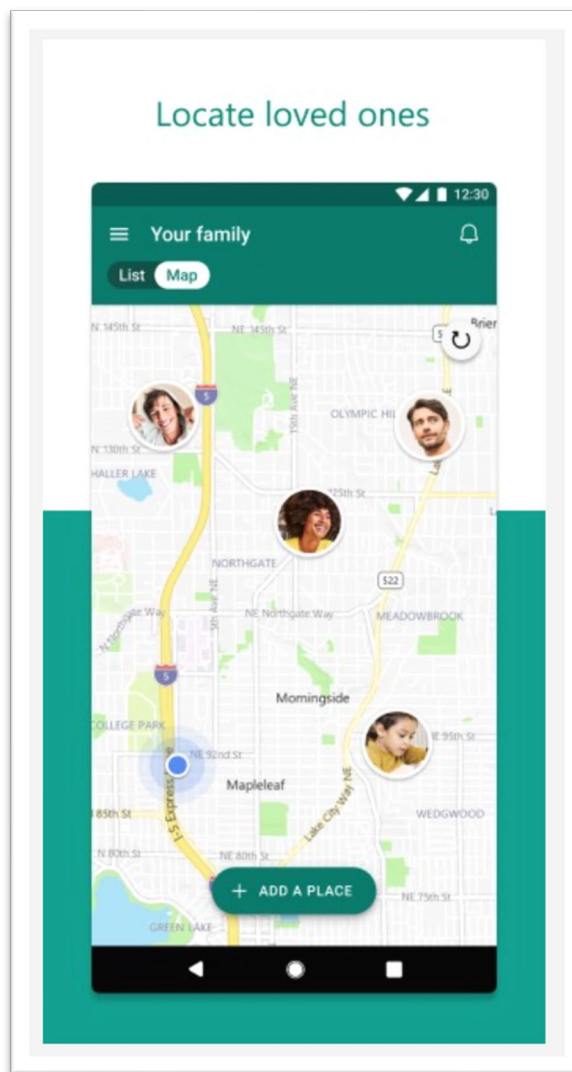
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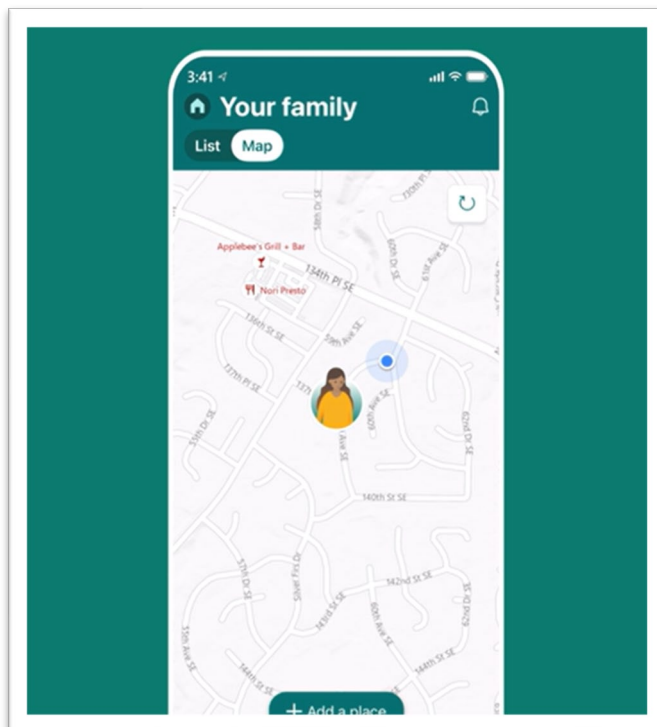
<sup>46</sup> <https://support.microsoft.com/en-us/account-billing/find-your-family-on-a-map-7a47e821-70fa-7aca-c35b-3542275f8a85>



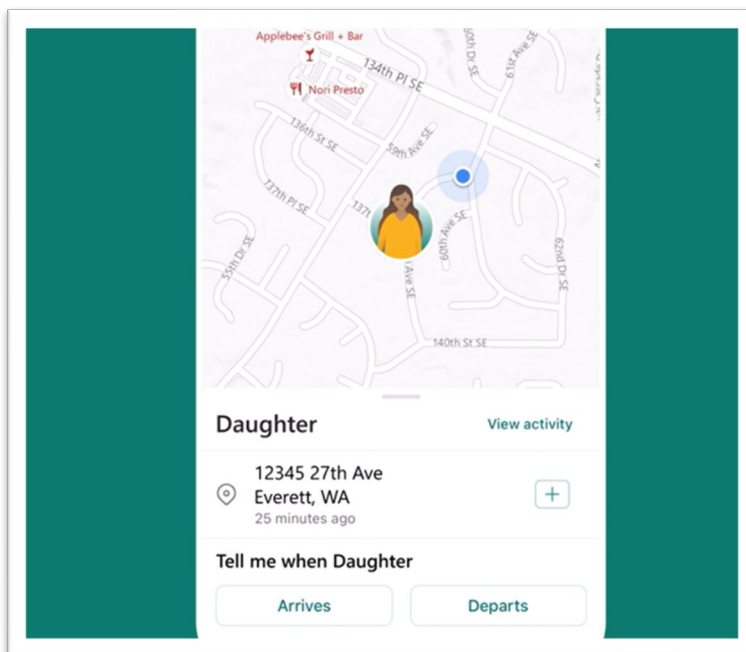
47

86. The exemplary Accused Products are programmed to permit users to request and display additional maps by, for example, moving the map screen and/or by selecting satellite image maps. The exemplary Accused Products are further programmed to permit interaction with the display where a user may select one or more symbols and where the exemplary Accused Products further permit data to be sent to other devices based on that interaction.

<sup>47</sup> <https://www.microsoft.com/en-us/microsoft-365/blog/2020/05/11/new-microsoft-family-safety-app-now-available-preview-ios-android/>



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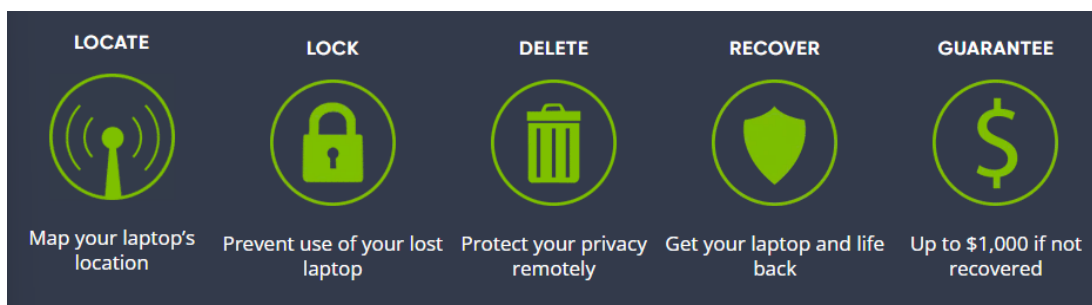


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<sup>48</sup> <https://support.microsoft.com/en-au/topic/saved-places-and-location-alerts-97c31393-3863-6cf1-a290-950f89549fdc>

<sup>49</sup> <https://support.microsoft.com/en-au/topic/saved-places-and-location-alerts-97c31393-3863-6cf1-a290-950f89549fdc>

87. The Accused Products, such as the Absolute Software applications, further includes similar features and functionalities to Family Safety, and infringe in a substantially similar manner.



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88. AGIS Software has suffered damages as a result of Defendants' direct and indirect infringement of the '838 Patent in an amount to be proved at trial.

89. AGIS Software has suffered, and will continue to suffer, irreparable harm as a result of Defendants' infringement of the '838 Patent for which there is no adequate remedy at law unless Defendants' infringement is enjoined by this Court.

<sup>50</sup> <https://homeoffice.absolute.com/>

**COUNT IV**  
**(Infringement of the '123 Patent)**

90. Paragraphs 1 through 50 are incorporated herein by reference as if fully set forth in their entireties.

91. AGIS Software has not licensed or otherwise authorized Defendants to make, use, offer for sale, sell, distribute, export from, or import any products that embody the inventions of the '123 Patent.

92. Defendants have and continue to directly infringe at least claim 23 of the '123 Patent, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products without authority and in violation of 35 U.S.C. § 271(a).

93. Defendants have and continue to indirectly infringe at least claim 23 of the '123 Patent by actively, knowingly, and intentionally inducing others to directly infringe, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the infringing Accused Products and by instructing users of the Accused Products to perform at least the method of claim 23 in the '123 Patent. For example, Defendants, with knowledge that the Accused Products infringe the '123 Patent at least as of the date of this Complaint, actively, knowingly, and intentionally induced, and continue to actively, knowingly, and intentionally induce direct infringement of at least claim 23 of the '123 Patent in violation of 35 U.S.C. § 271(b). Alternatively, Defendants believed there was a high probability that others would infringe the '123 Patent but remained willfully blind to the infringing nature of others' actions.

94. For example, Defendants have indirectly infringed and continue to indirectly infringe at least claim 23 of the '123 Patent in the United States because Defendants' customers

use the Accused Products, including at least the Family Safety Applications and/or services or the Accused Products with the Family Safety Applications and/or services, alone or in conjunction with additional Accused Products, in accordance with Defendants' instructions and thereby directly infringe at least one claim of the '123 Patent in violation of 35 U.S.C. § 271. Defendants directly and/or indirectly intentionally instruct their customers to infringe through training videos, demonstrations, brochures, installations and/or user guides, such as those located at one or more of the following: <https://apps.microsoft.com/detail/9n7wszgck7m5?amp%3Bgl=US&hl=en-us&gl=US>; <https://www.absolute.com/partners/device-manufacturers/lenovo/>; and Defendants' agents and representatives located within this Judicial District. Defendants are thereby liable for infringement of the '123 Patent under 35 U.S.C. § 271(b).

95. Alternatively, Defendants believed there was a high probability that others would infringe the '123 Patent but remained willfully blind to the infringing nature of others' actions. For example, Defendants directly infringe and/or indirectly infringe by instructing their customers to infringe by a system comprising: a first device programmed to perform operations comprising: receiving a message sent by a second device, wherein the message relates to joining a group; based on receipt of the message sent by the second device, sending first location information to a first server and receiving second location information from the first server, the first location information comprising a location of the first device, the second location information comprising one or more locations of one or more respective second devices included in the group; sending, from the first device to a second server, a request for georeferenced map data; receiving, from the second server, the georeferenced map data; presenting, via an interactive display of the first device, a georeferenced map and one or more user-selectable symbols corresponding to one or more of the second devices, wherein the symbols are positioned on the georeferenced map at respective

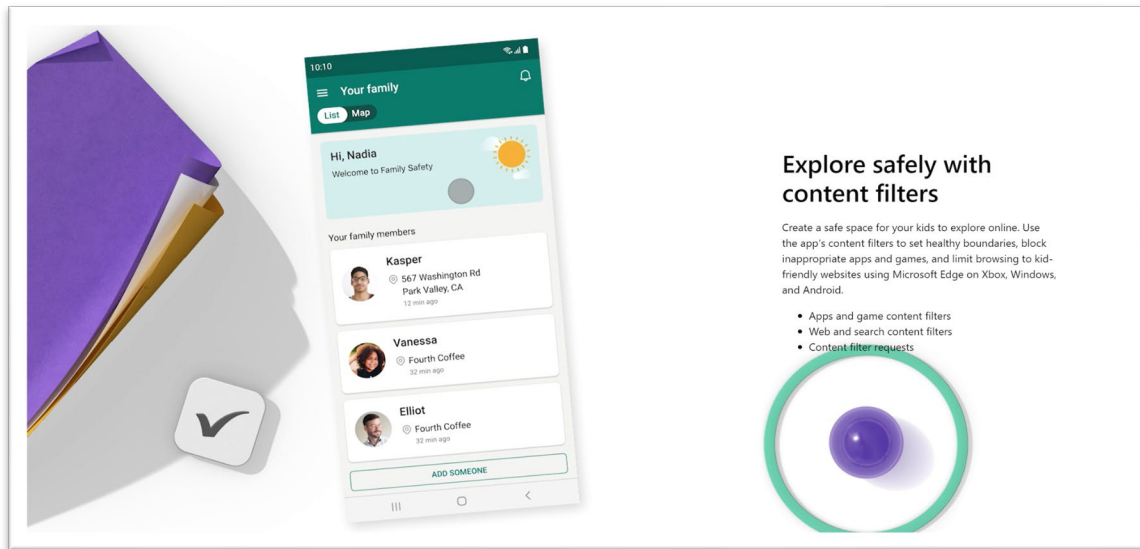
positions corresponding to the locations of the second devices represented by the symbols, and wherein the georeferenced map data relate positions on the georeferenced map to spatial coordinates; and identifying user interaction with the interactive display selecting a particular user-selectable symbol corresponding to a particular second device and user interaction with the display specifying an action and, based thereon, using an Internet Protocol to send data to the particular second device, wherein identifying the user interaction selecting the particular user-selectable symbol comprises: detecting user selection of a portion of the interactive display corresponding to a position on the georeferenced map, and identifying the particular user-selectable symbol based, at least in part, on coordinates of the selected position, comprising: searching a set of symbols for a symbol located nearest to the coordinates of the selected position, wherein the set of symbols includes the user-selectable symbols corresponding to the second devices in the group, and wherein data associated with the set of symbols include coordinates of portions of the display corresponding to the symbols in the set, and based on a result of searching the set of symbols, identifying the particular user-selectable symbol as the symbol located nearest to the coordinates of the selected position, wherein the particular user-selectable symbol corresponds to the particular second device. For example, the Accused Products include features, as shown below.

96. For example, Defendants' Accused Products allow users to share their locations and view other users' locations on a map and to communicate with those users via the Family Safety Application.

97. Additionally, the exemplary Accused Products allow users to establish groups and to exchange messages via interaction with servers which provide the Family Safety services, among other relevant services. The exemplary Accused Products further allow users to retrieve map information from multiple sources including street-view maps, as well as satellite renderings.



98. The exemplary Accused Products are programmed to form and join groups by transmitting messages:



51

<sup>51</sup> <https://www.microsoft.com/en-us/microsoft-365/family-safety?rtc=1>

## Find your family on a map

*Microsoft account, Microsoft account dashboard*

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Once location sharing permissions are allowed, explore other premium location features with a [Microsoft 365 subscription](#), including [drive safety](#), [location alerts](#) and more!


52


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<sup>52</sup> <https://support.microsoft.com/en-us/account-billing/find-your-family-on-a-map-7a47e821-70fa-7aca-c35b-3542275f8a85>

## Microsoft principles


"Your data, powering your experiences, controlled by you." We adhere to CEO Satya Nadella's words and [Microsoft privacy](#) principles while providing location-based experiences across the Microsoft products you enjoy. Microsoft recognizes that using our services is a choice you make, and you can change your mind at any time. If you need assistance with location-based experiences, [contact support](#).

What is a location-based experience? 


How is my location information used? 


What location information is collected? 

How can I see my location information? 

Can anyone see where I am? 

Sharing your location information is your choice. Your location information is yours and will not be sold or traded. Family Safety allows you to share your location with your family group, which you can stop doing at any time.

What are the location controls in the Family safety app, and how can I opt out of these location-based experiences? 

How is my data secure? 

How can I delete my data? 

How do I delete saved places? 

53

<sup>53</sup> <https://support.microsoft.com/en-us/account-billing/location-based-experiences-in-microsoft-family-safety-48704c11-da47-05c3-6c75-e032d54bc563>

# Add people to your family group

Microsoft account, Microsoft Family Safety

After [creating a family group](#), explore [Microsoft Family Safety](#) features and benefits by adding family members!

If someone is already part of a family group, they must [leave or be removed from that group](#) before joining another. They can also [create a new Microsoft account](#) to associate with a new family group. [Family organizers](#) can add family members by following the steps below.

Web	∨
Family Safety app	∨
Xbox	∨

54

Web

∧

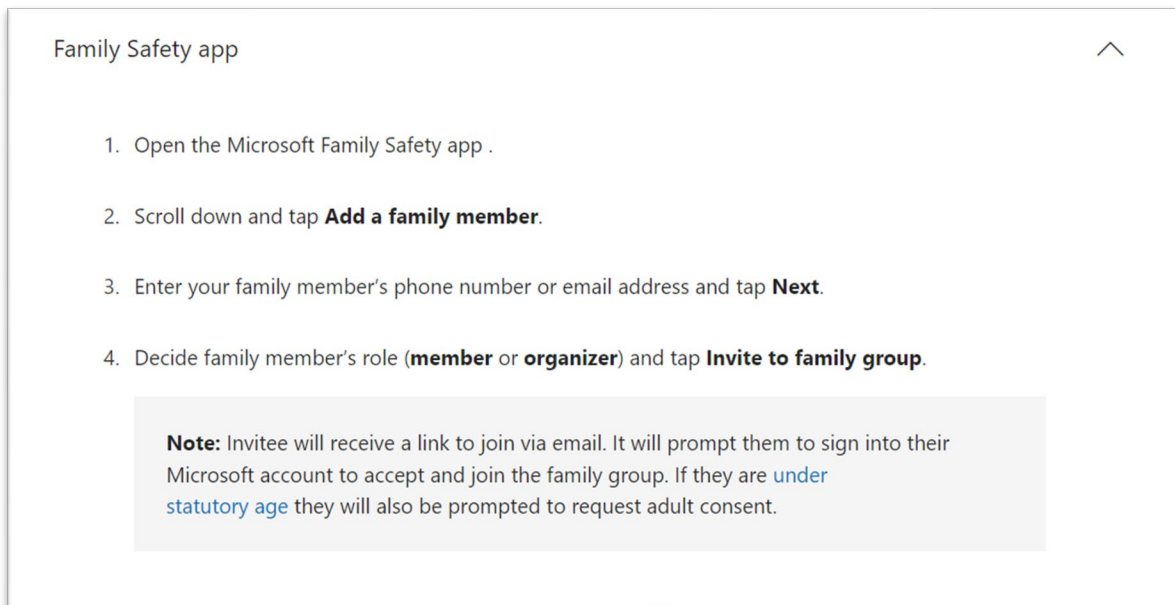
1. Using a web browser, visit [family.microsoft.com](https://family.microsoft.com). Sign into your Family Safety account.
2. Click **Add a family member**.
3. Enter family member's phone number or email address and click **Next**.
4. Decide family member's role (**member** or **organizer**) and click **Next > Invite**.

**Note:** Invitee will receive a link to join via email. It will prompt them to sign into their Microsoft account to accept and join the family group. If they are [under statutory age](#) they will also be prompted to request adult consent.

55

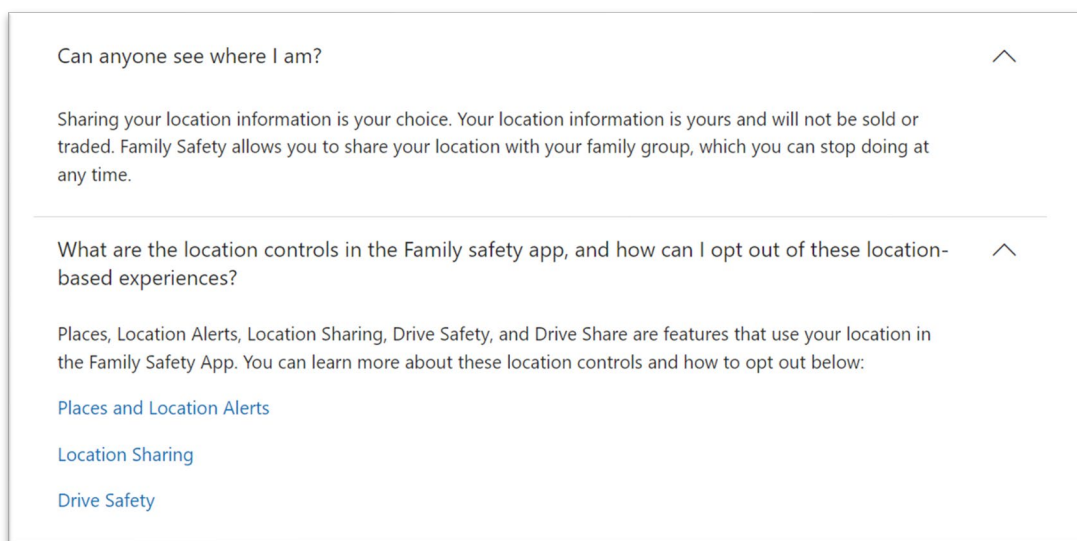
<sup>54</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>

<sup>55</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>



56

99. The exemplary Accused Products are further programmed to facilitate participation in the groups by communicating with one or more servers and sending to and receiving location information, as depicted below:



57

<sup>56</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>

<sup>57</sup> <https://support.microsoft.com/en-us/account-billing/location-based-experiences-in-microsoft-family-safety-48704c11-da47-05c3-6c75-e032d54bc563>

## Location sharing in device settings

Location sharing must first be enabled through each individual device's settings. *Processes may vary slightly based on device's current operating system, make, and model.*

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iPhone/iOS ^

1. Open **Settings**.
2. Scroll down and tap **Family Safety**.
3. Tap **Location** > **Always**.
4. Turn on **Precise Location** toggle.

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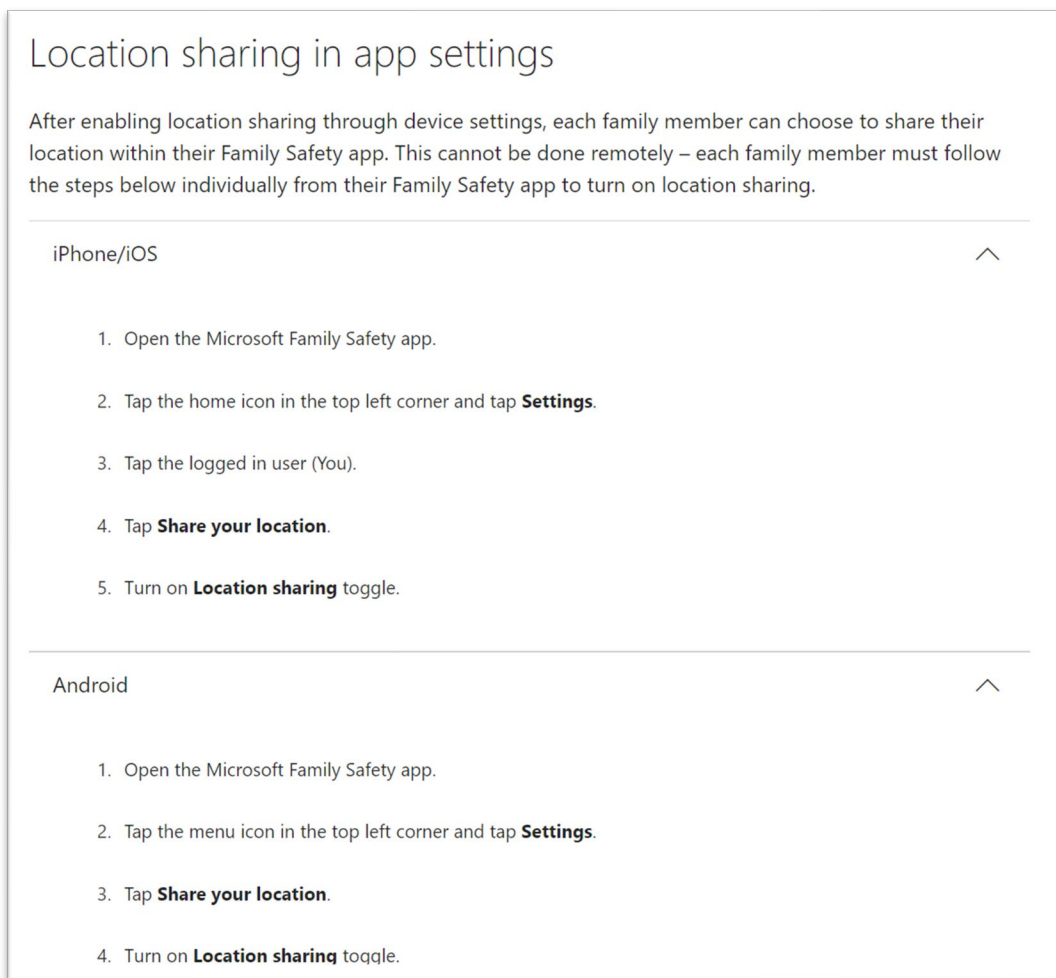
Android ^

1. Turn on [Google Location Accuracy](#).
2. **Battery optimization** is **Off**.
3. Location access is **Allowed**.

58

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<sup>58</sup> <https://support.microsoft.com/en-us/account-billing/set-up-family-location-sharing-796dfbde-1055-86ca-06a6-bb519053d200>



59

100. The location information is presented on interactive displays on the exemplary Accused Products which include interactive maps and a plurality of user selectable symbols corresponding to other devices. The symbols are positioned on the map at positions corresponding to the locations of the other devices, as depicted below:

<sup>59</sup> <https://support.microsoft.com/en-us/account-billing/set-up-family-location-sharing-796dfbde-1055-86ca-06a6-bb519053d200>

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In order to begin using Family Safety features, family members must first [enable location sharing](#) in their own [connected device](#) settings and in the Family Safety app.

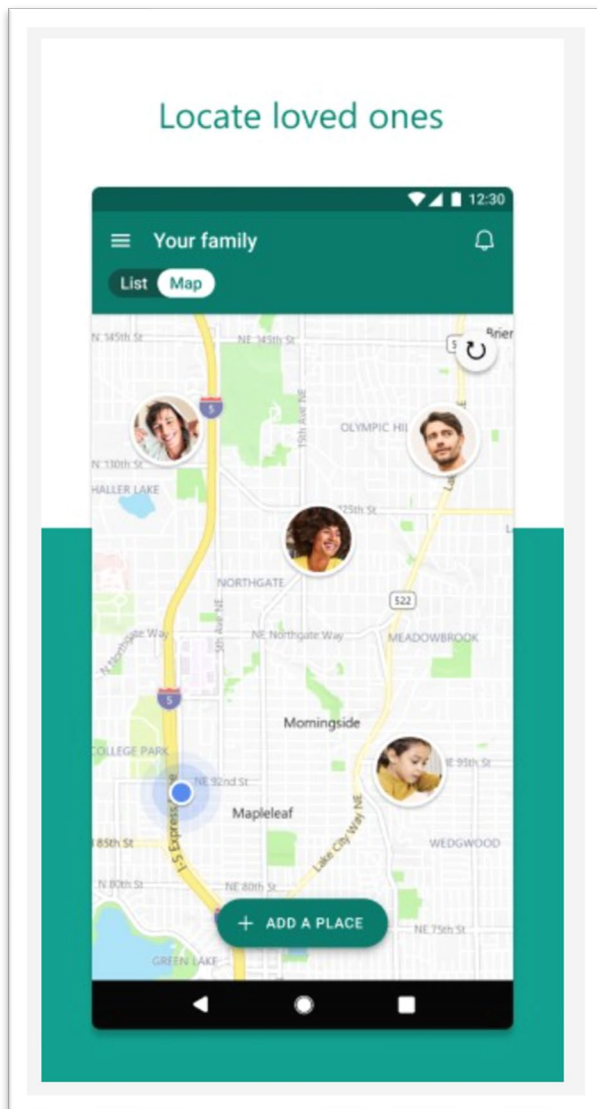
Once location sharing permissions are allowed, explore other premium location features with a [Microsoft 365 subscription](#), including [drive safety](#), [location alerts](#) and more!

60

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<sup>60</sup> <https://support.microsoft.com/en-us/account-billing/find-your-family-on-a-map-7a47e821-70fa-7aca-c35b-3542275f8a85>





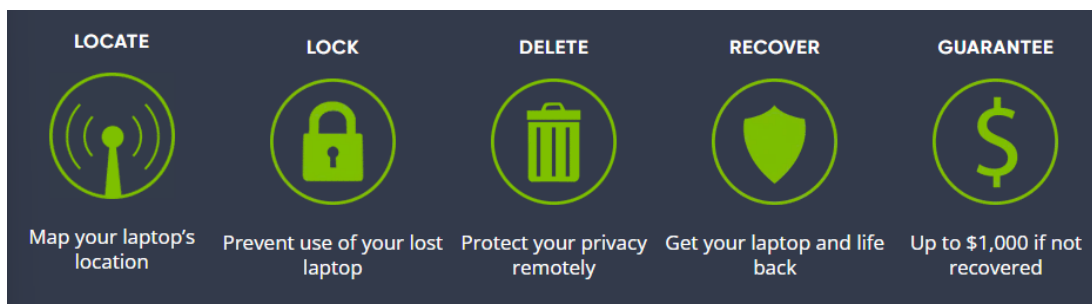
61

101. The exemplary Accused Products are further programmed to permit users to request and display additional maps from additional servers by, for example, moving the map screen and/or by selecting satellite images or other types of maps. The exemplary Accused Products are further programmed to permit interaction with the display where a user may select one or more

<sup>61</sup> <https://www.microsoft.com/en-us/microsoft-365/blog/2020/05/11/new-microsoft-family-safety-app-now-available-preview-ios-android/>

symbols and where the exemplary Accused Products further permit data to be sent to other devices based on that interaction.

102. The Accused Products, such as the Absolute Software applications, further includes similar features and functionalities to Family Safety, and infringe in a substantially similar manner.<sup>62</sup>



63

103. AGIS Software has suffered damages as a result of Defendants' direct and indirect infringement of the '123 Patent in an amount to be proved at trial.

<sup>62</sup> See, e.g., <https://homeoffice.absolute.com/>

<sup>63</sup> <https://homeoffice.absolute.com/>

104. AGIS Software has suffered, and will continue to suffer, irreparable harm as a result of Defendants' infringement of the '123 Patent for which there is no adequate remedy at law unless Defendants infringement is enjoined by this Court.

**COUNT V**  
**(Infringement of the '829 Patent)**

105. Paragraphs 1 through 50 are incorporated herein by reference as if fully set forth in their entireties.

106. AGIS Software has not licensed or otherwise authorized Defendants to make, use offer for sale, sell, distribute, export from, or import any products that embody the inventions of the '829 Patent.

107. Defendants have and continue to directly infringe at least claim 34 of the '829 Patent, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products without authority and in violation of 35 U.S.C. § 271(a).

108. Defendants have and continue to indirectly infringe at least claim 34 of the '829 Patent by actively, knowingly, and intentionally inducing others to directly infringe, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the infringing Accused Products and by instructing users of the Accused Products to perform at least the method of claim 34 in the '829 Patent. For example, Defendants, with knowledge that the Accused Products infringe the '829 Patent at least as of the date of this Complaint, actively, knowingly, and intentionally induced, and continue to actively, knowingly, and intentionally induce direct infringement of at least claim 34 of the '829 Patent in violation of 35 U.S.C. § 271(b). Alternatively, Defendants believed there

was a high probability that others would infringe the '829 Patent but remained willfully blind to the infringing nature of others' actions.

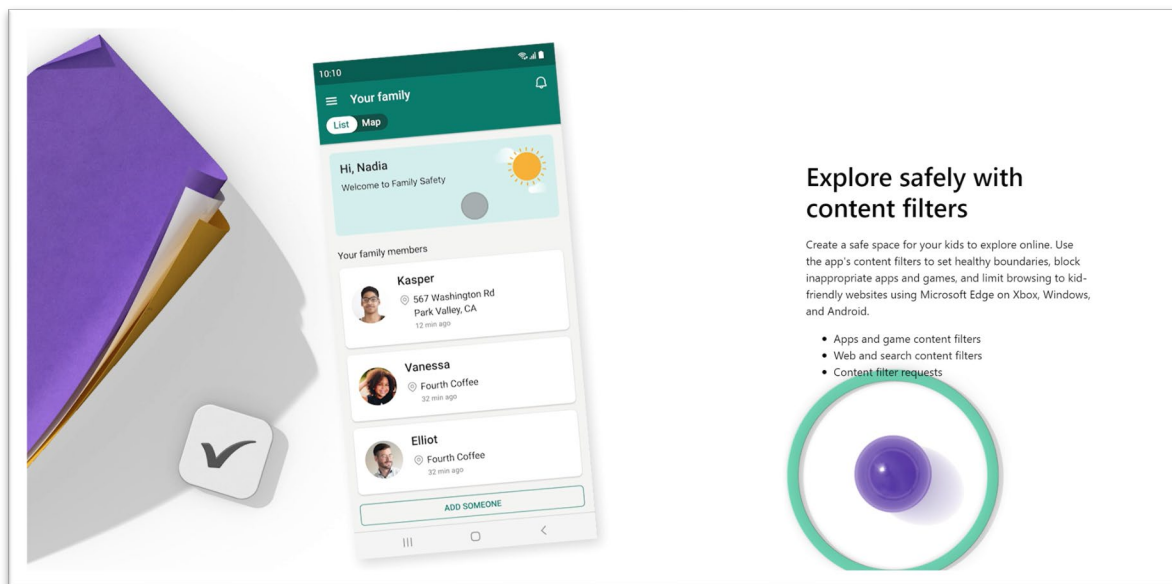
109. For example, Defendants have indirectly infringed and continue to indirectly infringe at least claim 34 of the '829 Patent in the United States because Defendants' customers use the Accused Products, including at least the Family Safety Applications and/or services, alone or in conjunction with additional Accused Products, in accordance with Defendants' instructions and thereby directly infringes at least one claim of the '829 Patent in violation of 35 U.S.C. § 271. Defendants directly and/or indirectly intentionally instructs their customers to infringe through training videos, demonstrations, brochures, installations and/or user guides, such as those located at one or more of the following: <https://support.microsoft.com/en-us/account-billing/find-and-lock-a-lost-windows-device-890bf25e-b8ba-d3fe-8253-e98a12f26316>; <https://www.absolute.com/partners/device-manufacturers/lenovo/>; and through Defendants' agents and representatives located within this Judicial District. Defendants are thereby liable for infringement of the '829 Patent under 35 U.S.C. § 271(b).

110. Alternatively, Defendants believed there was a high probability that others would infringe the '829 Patent but remained willfully blind to the infringing nature of others' actions. For example, Defendants directly infringe and/or indirectly infringe by instructing their customers to infringe by a system comprising: a second device programmed to perform operations comprising: receiving from a first device via a first server, a request to join a group, wherein the group includes the first device; sending, to the first server, an indication of acceptance of the request, wherein the first server is configured to join the first device to the group based on the acceptance of the request, and wherein joining the first device to the group comprises authorizing the first device to repeatedly share device location information and repeatedly engage in remote

control operations with each device included in the group; sending a first message to the first server, wherein the first message comprises data identifying the first device and a request for a first updated location of the first device, and wherein the first server is configured to send a second message to the first device based on and in response to receiving the first message from the second device, wherein the second message comprises a request for the first updated location of the first device; after sending the first message, receiving, from the first server, a response to the first message, the response including first location information comprising the first updated location of the first device; receiving from a second server, georeferenced map data; presenting, via a display of the second device, a georeferenced map based on the georeferenced map data and a symbol corresponding to the first device; wherein the symbol is positioned on the georeferenced map at a first position corresponding to the first updated location of the first device, and wherein the georeferenced map data relate positions on the georeferenced map to spatial coordinates; after receiving the first location information and the georeferenced map data, and after presenting the georeferenced map and the symbol positioned on the georeferenced map at the first position corresponding to the first updated location of the first device, receiving second location information comprising a second updated location of the first device from the first server, and using the server-provided georeferenced map data and the second location information to reposition the symbol on the georeferenced map at a second position corresponding to the second updated location of the first device; and identifying user interaction with the display specifying an action and, based thereon, sending, to the first server, a third message related to remotely controlling the first device to perform an action, wherein the first server is configured to send a fourth message to the first device based on receiving the third message from the second device, wherein the fourth message relates to remotely controlling the first device to perform the action,

and wherein the first device is configured to perform the action based on receiving the fourth message. For example, the Accused Products include features, as shown below.

111. For example, Defendants' Accused Products allow users to share their locations and view other users' locations on a map and to communicate with those users via the Family Safety Application:



64

<sup>64</sup> <https://www.microsoft.com/en-us/microsoft-365/family-safety?rtc=1>

## Find your family on a map

*Microsoft account, Microsoft account dashboard*

**Important:** Location and driving safety features in Microsoft Family Safety are going away. [Learn more.](#)

Wondering whether a family member is on their way home or still finishing up at practice? Is someone caught in a traffic delay and running late for dinner? Skip the constant check-ins and view family members' locations in real time on the Microsoft Family Safety map!

Family Safety's free in-app map feature can be accessed online at [family.microsoft.com](https://family.microsoft.com) and in the Family Safety mobile app, available for download in the [Google Play store](#) or [App Store for iPhone](#). *Map features are available on Android and iOS devices.*

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Once location sharing permissions are allowed, explore other premium location features with a [Microsoft 365 subscription](#), including [drive safety](#), [location alerts](#) and more!

65

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<sup>65</sup> <https://support.microsoft.com/en-us/account-billing/find-your-family-on-a-map-7a47e821-70fa-7aca-c35b-3542275f8a85>

## Microsoft principles

"Your data, powering your experiences, controlled by you." We adhere to CEO Satya Nadella's words and [Microsoft privacy](#) principles while providing location-based experiences across the Microsoft products you enjoy. Microsoft recognizes that using our services is a choice you make, and you can change your mind at any time. If you need assistance with location-based experiences, [contact support](#).

What is a location-based experience? ∨

How is my location information used? ∨

What location information is collected? ∨

How can I see my location information? ∨

Can anyone see where I am? ∧

Sharing your location information is your choice. Your location information is yours and will not be sold or traded. Family Safety allows you to share your location with your family group, which you can stop doing at any time.

What are the location controls in the Family safety app, and how can I opt out of these location-based experiences? ∨

How is my data secure? ∨

How can I delete my data? ∨

How do I delete saved places? ∨

66

<sup>66</sup> <https://support.microsoft.com/en-us/account-billing/location-based-experiences-in-microsoft-family-safety-48704c11-da47-05c3-6c75-e032d54bc563>



# Add people to your family group

Microsoft account, Microsoft Family Safety

After [creating a family group](#), explore [Microsoft Family Safety](#) features and benefits by adding family members!

If someone is already part of a family group, they must [leave or be removed from that group](#) before joining another. They can also [create a new Microsoft account](#) to associate with a new family group. [Family organizers](#) can add family members by following the steps below.

Web	∨
Family Safety app	∨
Xbox	∨

67

Web ∧

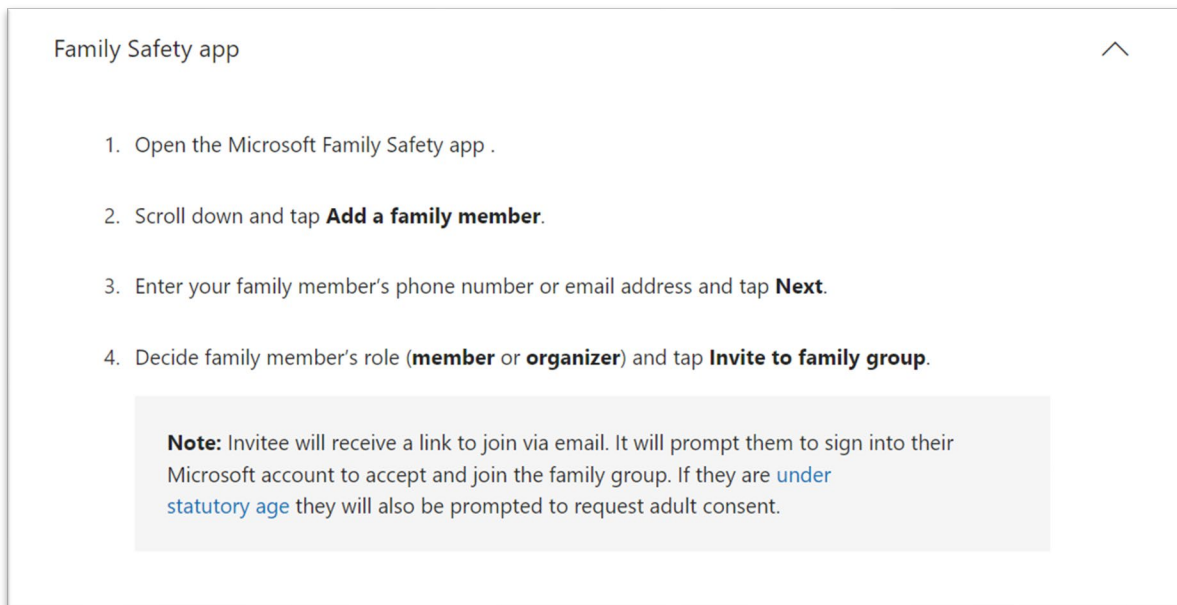
- Using a web browser, visit [family.microsoft.com](https://family.microsoft.com). Sign into your Family Safety account.
- Click **Add a family member**.
- Enter family member's phone number or email address and click **Next**.
- Decide family member's role (**member** or **organizer**) and click **Next > Invite**.

**Note:** Invitee will receive a link to join via email. It will prompt them to sign into their Microsoft account to accept and join the family group. If they are [under statutory age](#) they will also be prompted to request adult consent.

68

<sup>67</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>

<sup>68</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>



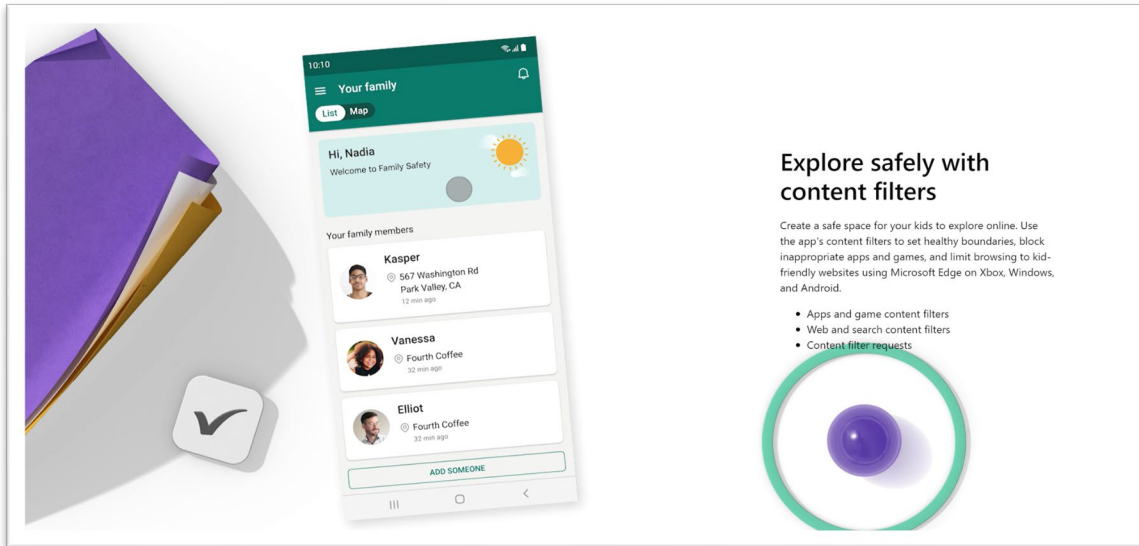
69

112. Additionally, the exemplary Accused Products allow users to establish groups and to exchange messages via interaction with servers which provide the Family Safety Application services, among other relevant services.

113. The exemplary Accused Products are programmed to form and join groups by transmitting messages:

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<sup>69</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>



## Explore safely with content filters

Create a safe space for your kids to explore online. Use the app's content filters to set healthy boundaries, block inappropriate apps and games, and limit browsing to kid-friendly websites using Microsoft Edge on Xbox, Windows, and Android.

- Apps and game content filters
- Web and search content filters
- Content filter requests

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<sup>70</sup> <https://www.microsoft.com/en-us/microsoft-365/family-safety?rtc=1>

## Find your family on a map

*Microsoft account, Microsoft account dashboard*

**Important:** Location and driving safety features in Microsoft Family Safety are going away. [Learn more.](#)

Wondering whether a family member is on their way home or still finishing up at practice? Is someone caught in a traffic delay and running late for dinner? Skip the constant check-ins and view family members' locations in real time on the Microsoft Family Safety map!

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71


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<sup>71</sup> <https://support.microsoft.com/en-us/account-billing/find-your-family-on-a-map-7a47e821-70fa-7aca-c35b-3542275f8a85>

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How is my location information used? 


What location information is collected? 

How can I see my location information? 

Can anyone see where I am? 

Sharing your location information is your choice. Your location information is yours and will not be sold or traded. Family Safety allows you to share your location with your family group, which you can stop doing at any time.

What are the location controls in the Family safety app, and how can I opt out of these location-based experiences? 

How is my data secure? 

How can I delete my data? 

How do I delete saved places? 

72

<sup>72</sup> <https://support.microsoft.com/en-us/account-billing/location-based-experiences-in-microsoft-family-safety-48704c11-da47-05c3-6c75-e032d54bc563>

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Web	∨
Family Safety app	∨
Xbox	∨

73

Web

∧

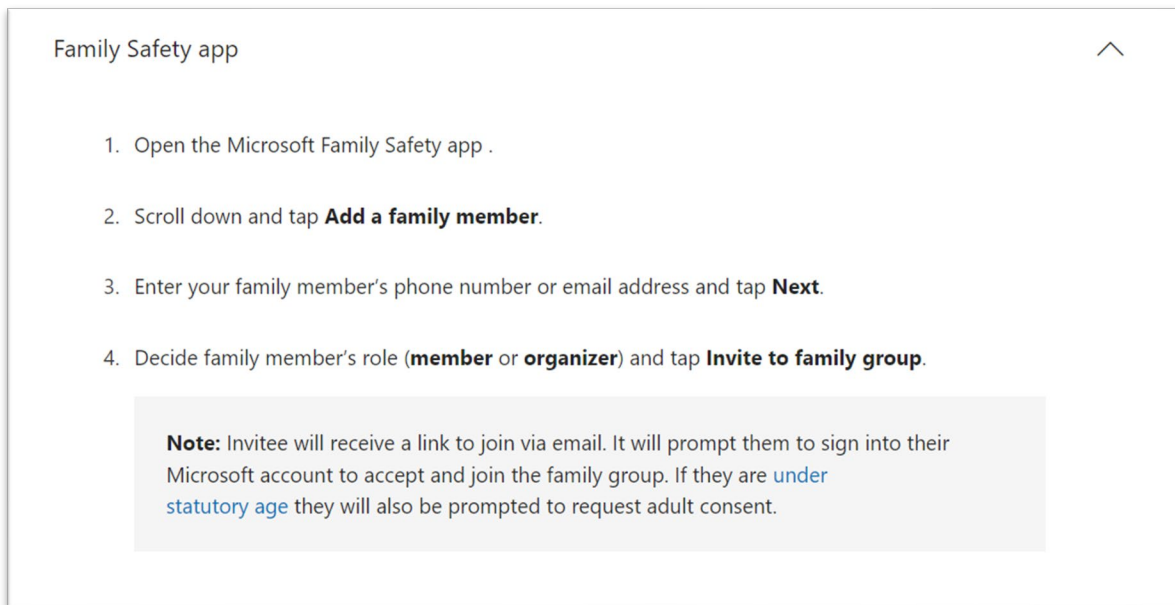
1. Using a web browser, visit [family.microsoft.com](https://family.microsoft.com). Sign into your Family Safety account.
2. Click **Add a family member**.
3. Enter family member's phone number or email address and click **Next**.
4. Decide family member's role (**member** or **organizer**) and click **Next > Invite**.

**Note:** Invitee will receive a link to join via email. It will prompt them to sign into their Microsoft account to accept and join the family group. If they are [under statutory age](#) they will also be prompted to request adult consent.

74

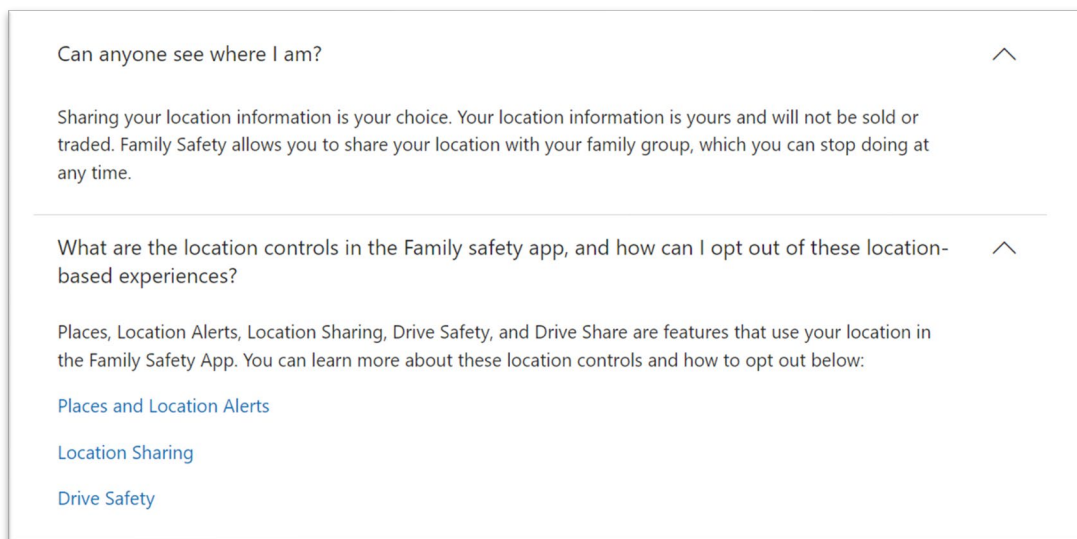
<sup>73</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>

<sup>74</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>



75

114. The exemplary Accused Products are further programmed to facilitate participation in the groups by communicating with one or more servers and sending to and receiving location information, as depicted below:



76

<sup>75</sup> <https://support.microsoft.com/en-us/account-billing/add-people-to-your-family-group-4a07b974-8103-16ad-6ea2-46549ca19e03>

<sup>76</sup> <https://support.microsoft.com/en-us/account-billing/location-based-experiences-in-microsoft-family-safety-48704c11-da47-05c3-6c75-e032d54bc563>

## Location sharing in device settings

Location sharing must first be enabled through each individual device's settings. *Processes may vary slightly based on device's current operating system, make, and model.*

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iPhone/iOS ^

1. Open **Settings**.
2. Scroll down and tap **Family Safety**.
3. Tap **Location** > **Always**.
4. Turn on **Precise Location** toggle.

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Android ^

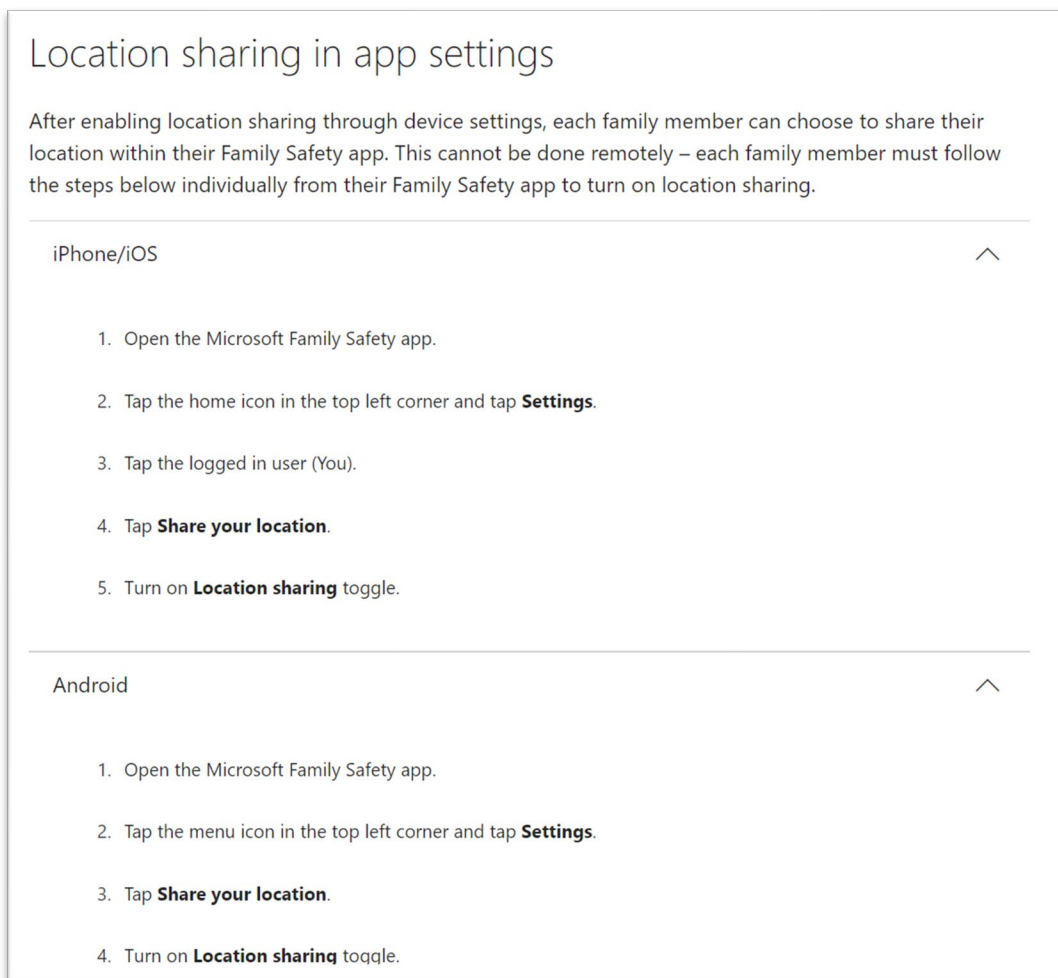
1. Turn on [Google Location Accuracy](#).
2. **Battery optimization** is **Off**.
3. Location access is **Allowed**.

77

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<sup>77</sup> <https://support.microsoft.com/en-us/account-billing/set-up-family-location-sharing-796dfbde-1055-86ca-06a6-bb519053d200>





78

115. The location information is presented on interactive displays on the exemplary Accused Products which include interactive maps and a plurality of user selectable symbols corresponding to other devices. The symbols are positioned on the map at positions corresponding to the locations of the other devices, as depicted below:

<sup>78</sup> <https://support.microsoft.com/en-us/account-billing/set-up-family-location-sharing-796dfbde-1055-86ca-06a6-bb519053d200>

## Find your family on a map

*Microsoft account, Microsoft account dashboard*

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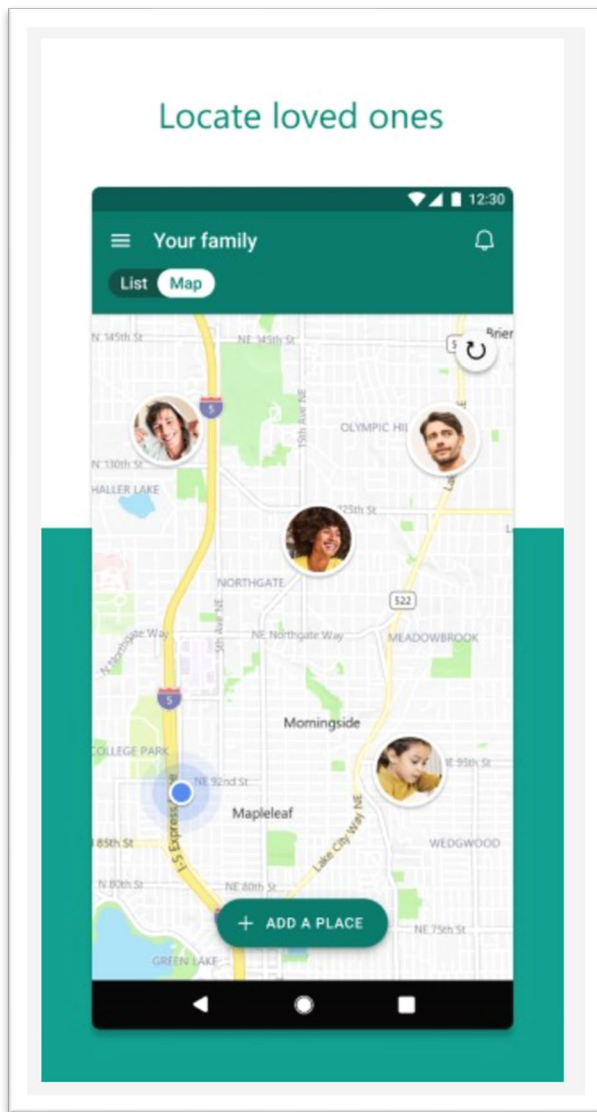
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79

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<sup>79</sup> <https://support.microsoft.com/en-us/account-billing/find-your-family-on-a-map-7a47e821-70fa-7aca-c35b-3542275f8a85>

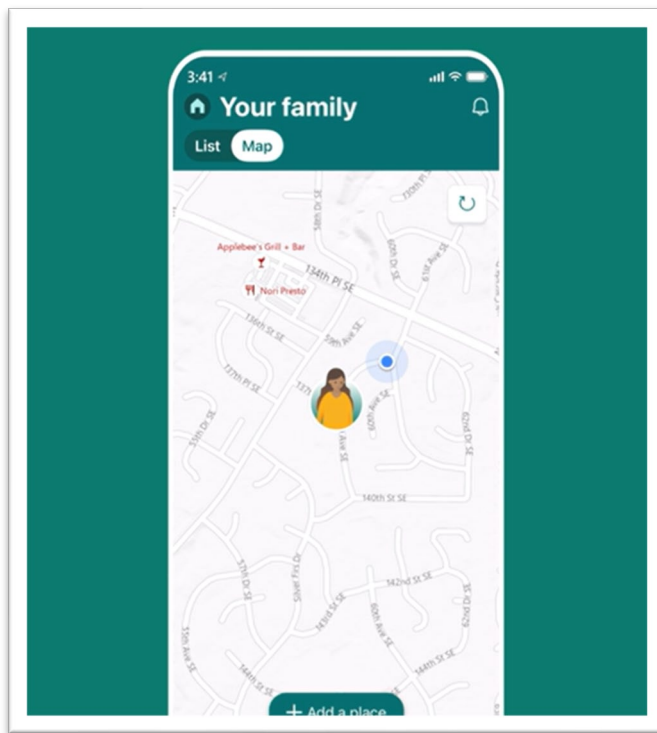


80

116. The exemplary Accused Products are further programmed to permit users to request and display additional maps from additional servers by, for example, moving the map screen and/or by selecting satellite images or other types of maps. The exemplary Accused Products are further programmed to permit interaction with the display where a user may select one or more

<sup>80</sup> <https://www.microsoft.com/en-us/microsoft-365/blog/2020/05/11/new-microsoft-family-safety-app-now-available-preview-ios-android/>

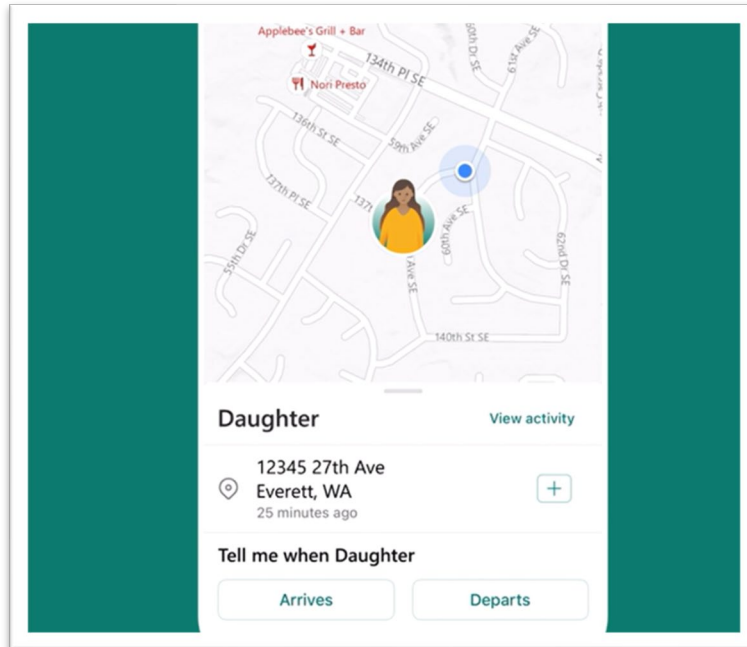
symbols and where the exemplary Accused Products further permit data to be sent to other devices based on that interaction.



81

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<sup>81</sup> <https://support.microsoft.com/en-au/topic/saved-places-and-location-alerts-97c31393-3863-6cf1-a290-950f89549fdc>



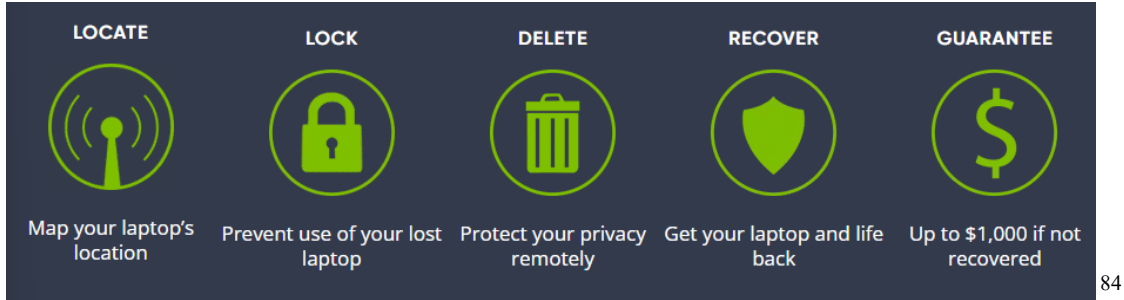
82

117. The Accused Products, such as the Absolute Software applications, further include similar features and functionalities to Family Safety, and infringe in a substantially similar manner.<sup>83</sup>



<sup>82</sup> <https://support.microsoft.com/en-au/topic/saved-places-and-location-alerts-97c31393-3863-6cf1-a290-950f89549fdc>

<sup>83</sup> See, e.g., <https://homeoffice.absolute.com/>



118. AGIS Software has suffered damages as a result of Defendants' direct and indirect infringement of the '829 Patent in an amount to be proved at trial.

119. AGIS Software has suffered, and will continue to suffer, irreparable harm as a result of Defendants' infringement of the '829 Patent for which there is no adequate remedy at law unless Defendants' infringement is enjoined by this Court.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury for all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, AGIS Software prays for relief against Defendants as follows:

- a. Entry of judgment declaring that Defendants have directly and/or indirectly infringed one or more claims of each of the Patents-in-Suit;
- b. Entry of judgment declaring that Defendants' infringement of the Patents-in-Suit have been willful and deliberate;
- c. An order pursuant to 35 U.S.C. § 283 permanently enjoining Defendants, their officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them, from further acts of infringement of the Patents-in-Suit;

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<sup>84</sup> <https://homeoffice.absolute.com/>.

d. An order awarding damages sufficient to compensate AGIS Software for Defendants' infringement of the Patents-in-Suit, but in no event less than a reasonable royalty, together with interest and costs;

e. An order awarding AGIS Software treble damages under 35 U.S.C. § 284 as a result of Defendants' willful and deliberate infringement of the Patents-in-Suit;

f. Entry of judgment declaring that this case is exceptional and awarding AGIS Software its costs and reasonable attorney fees under 35 U.S.C. § 285; and

g. Such other and further relief as the Court deems just and proper.

Dated: August 13, 2024

Respectfully submitted,

/s/ Alfred R. Fabricant  
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Facsimile: (903) 215-8510

**ATTORNEYS FOR PLAINTIFF**  
**AGIS SOFTWARE DEVELOPMENT LLC**