

410017  
SSJ

FILED \_\_\_\_\_ ENTERED \_\_\_\_\_  
LODGED \_\_\_\_\_ RECEIVED \_\_\_\_\_  
DEC 07 2004 MR  
AT SEATTLE  
CLERK, U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON DEPUTY

1  
2  
3  
4  
5  
6  
7  
04-CV-02427-CMP

8  
9 UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

10 DOCUSIGN, INC.,  
11  
12 Plaintiff,  
13  
14 v.  
15 SWIFTVIEW, INC.,  
Defendant.

Civil Action No. **CV04-2427Z**  
COMPLAINT FOR PATENT  
INFRINGEMENT  
JURY TRIAL REQUESTED

16 Plaintiff DocuSign, Inc. ("DocuSign") hereby alleges the following causes of action  
17 against Defendant SwiftView, Inc. ("SwiftView"):

18 I. PARTIES

19 1. DocuSign is a corporation organized and existing under the laws of the state of  
20 Washington, having its principal place of business at 83 Columbia St., Suite 450, Seattle,  
21 Washington 98104

22 2. SwiftView is an Oregon corporation having its principal place of business at  
23 15605 SW 72<sup>nd</sup> Avenue, Portland, Oregon 97224.  
24  
25  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**II. JURISDICTION AND VENUE**

3. This action arises under the patent laws of the United States, particularly including 35 U.S.C. § 271 and § 281. Jurisdiction is conferred upon this Court pursuant to 28 U.S.C. §§ 1331, 1332, and 1338(a).

4. SwiftView offers for sale and provides a secure, web-based document delivery system under the brand SwiftSend, including at *swiftsend.com*. SwiftView has offered for sale its SwiftSend system to residents throughout the United States and, in particular, to residents of this judicial district with the intent that the SwiftSend system be used by the consuming public, including in the Western District of Washington. On information and belief, the SwiftSend system has been sold and provided to customers in the Western District of Washington. SwiftView knew and intended that its infringing SwiftSend system would be provided to consumers in Western Washington. Accordingly, personal jurisdiction over SwiftView is proper in this Court.

5. For purposes of venue, SwiftView resides in the Western District of Washington pursuant to 28 U.S.C. § 1391(c). Venue is therefore proper pursuant to 28 U.S.C. § 1400.

**III. DOCUSIGN'S PATENT RIGHTS**

6. DocuSign is the assignee of U.S. Patent No. 6,289,460, issued September 11, 2001 to Mir Hajmiragha (the '460 patent). Accordingly, DocuSign owns the full right, title, and interest in the '460 patent, including the right to assert the claims and causes of action involved in this complaint.


**IV. PATENT INFRINGEMENT**

7. The SwiftSend system that SwiftView uses, offers for sale and sells in the United States infringes one or more claims of DocuSign's '460 patent.

8. SwiftView's use, offer for sale, and sale of its infringing SwiftSend system has not been under license or authority from DocuSign.

9. SwiftView's activities constitute direct infringement pursuant to 35 U.S.C. § 271.

BLACK LOWE & GRAHAM <sup>LLC</sup>

  
701 Fifth Avenue, Suite 4800  
Seattle, Washington 98104  
206.381.3300 • F: 206.381.3301

1 10. As a direct result of SwiftView's infringement of DocuSign's '460 patent,  
 2 DocuSign has suffered, and will continue to suffer, damages in an amount to be established at  
 3 trial. In addition, DocuSign has suffered, and continues to suffer, irreparable harm for which  
 4 there is no adequate remedy at law.

5 11. On information and belief, SwiftView had actual knowledge of DocuSign's  
 6 '460 patent and DocuSign's patent rights prior to engaging in its infringing activity and prior to  
 7 the filing of this complaint. DocuSign has and continues to provide notice of its patent rights  
 8 through marking of its commercial embodiment with "U.S. Patent No. 6,289,460." Despite  
 9 actual knowledge of DocuSign '460 patent, SwiftView has continued to use, offer for sale and  
 10 sell its infringing SwiftSend system in the United States, including in the state of Washington.  
 11 The infringement is therefore deliberate and willful and will continue unless enjoined by this  
 12 Court.

13 **V. PRAYER FOR RELIEF**

14 DocuSign requests the following alternative and cumulative relief:

- 15 1. Preliminary and permanent injunctions against the use, offer for sale and sale of
- 16 any SwiftView system that infringes DocuSign's '460 patent;
- 17 2. An award of damages adequate to compensate for the infringement but in no
- 18 event less than a reasonable royalty for the use of the invention;
- 19 3. An award of treble damages pursuant to 35 U.S.C. § 284;
- 20 4. An award of reasonable attorneys' fees pursuant to 35 U.S.C. § 285;
- 21 5. An assessment of prejudgment interest and costs; and
- 22
- 23
- 24
- 25
- 26

6. Such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED this 7<sup>th</sup> day of December, 2004.

BLACK LOWE & GRAHAM<sup>PLLC</sup>

*David A. Lowe*

David A. Lowe, WSBA No. 24,453

Lawrence D. Graham, WSBA No. 25,402

Attorneys for DocuSign, Inc.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26