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9 Attorneys for Plaintiff
 10 j2 GLOBAL COMMUNICATIONS, INC.,
 11

12 UNITED STATES DISTRICT COURT
 13 CENTRAL DISTRICT OF CALIFORNIA
 14

15 j2 Global Communications, Inc.,
 16

17 Plaintiff,
 18

19 v.
 20

OneSuite Corporation,
 21

22 Defendant.
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 27
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5. CV09-04014 JFW

PJWx

Civil Action No. _____

COMPLAINT FOR PATENT
INFRINGEMENT

DEMAND FOR JURY TRIAL

2009 JUN -4 PM 3:22
 CLERK U.S. DISTRICT COURT
 CENTRAL DISTRICT CALIF.
 LOS ANGELES

FILED

1 Plaintiff j2 Global Communications, Inc., ("j2"), for its complaint
2 against Defendant OneSuite Corp. ("OneSuite"), alleges upon knowledge as to
3 itself and its conduct and upon information and belief as to all other matters, as
4 follows:

5 **JURISDICTION AND VENUE**

6 1. This action arises under the patent laws of the United States,
7 including 35 U.S.C. §§ 271, 281, 283-85. This Court has jurisdiction over this
8 action under 28 U.S.C. §§ 1331 and 1338(a).

9 2. Venue is proper in this District under 28 U.S.C. §§ 1391(b),
10 (c) and 1400(b). OneSuite is doing business in this District and acts of
11 infringement have occurred in this District.

12
13 **PARTIES**

14 3. Plaintiff j2 is a corporation organized under the laws of the
15 State of Delaware with its principal place of business at 6922 Hollywood
16 Boulevard, Suite 500, Los Angeles, California, 90028. Plaintiff j2 provides
17 messaging and communications services to millions of customers around the
18 world.

19 4. Upon information and belief, Defendant OneSuite is a
20 corporation organized under the laws of the State of Delaware with its principal
21 place of business at 615 South Grand Avenue, Los Angeles, California 90017.
22 Upon information and belief, OneSuite is an application service provider offering
23 messaging services to customers and businesses around the world, including the
24 United States, the State of California and, more particularly, the Central District
25 of California.

26 **FACTS**

27 5. United States Patent No. 6,208,638, entitled "Method and
28 Apparatus for Transmission and Retrieval of Facsimile and Audio Messages Over

1 a Circuit or Packet Switched Network” (hereafter “the ‘638 Patent”), was duly and
2 legally issued by the PTO on March 27, 2001, to Jack Rieley and Jaye Muller. The
3 ‘638 Patent underwent reexamination, and a reexamination certificate issued
4 December 9, 2008. A true and correct copy of the ‘638 Patent and the
5 reexamination certificate are attached hereto as Exhibit A.

6 6. The ‘638 Patent has been in full force and effect since its
7 issuance. j2 owns by assignment the entire right, title and interest in and to the
8 ‘638 Patent, including the right to sue for past, present, and future infringements
9 thereof.

10 7. United States Patent No 6,350,066, entitled “Systems and
11 Methods for Storing, Delivering, and Managing Messages” (hereafter “the ‘066
12 Patent”), was duly and legally issued by the PTO on February 26, 2002, to Charles
13 R. Bobo, II. The ‘066 Patent underwent reexamination, and a reexamination
14 certificate issued May 5, 2009. A true and correct copy of the ‘066 Patent and the
15 reexamination certificate are attached hereto as Exhibit B.

16 8. The ‘066 Patent has been in full force and effect since its
17 issuance. j2 owns by assignment the entire right, title and interest in and to the
18 ‘066 Patent, including the right to sue for past, present, and future infringements
19 thereof.

20 9. United States Patent No. 6,597,688, entitled “Scalable
21 Architecture for Transmission of Messages Over a Network” (hereafter “the ‘688
22 Patent”), was duly and legally issued by the PTO on July 22, 2003 to Anand
23 Narasimhan, Yaacov Shemesh, and Amit Kumar. The ‘688 Patent underwent
24 reexamination, and a reexamination certificate issued March 11, 2008. A true and
25 correct copy of the ‘688 Patent and the reexamination certificate are attached
26 hereto as Exhibit C.

27 10. The ‘688 Patent has been in full force and effect since its
28 issuance. j2 owns by assignment the entire right, title and interest in and to the

1 '638 Patent, including the right to sue for past, present, and future infringements
2 thereof.

3 11. United States Patent No. 7,020,132, entitled "Scalable
4 Architecture for Transmission of Messages Over a Network" (hereafter "the '132
5 Patent"), was duly and legally issued by the PTO on March 28, 2006, to Anand
6 Narasimhan, Yaacov Shemesh, and Amit Kumar. A true and correct copy of the
7 '132 Patent is attached hereto as Exhibit D.

8 12. The '132 Patent has been in full force and effect since its
9 issuance. j2 owns by assignment the entire right, title and interest in and to the
10 '132 Patent, including the right to sue for past, present, and future infringements
11 thereof.

12 13. OneSuite has offered to sell and provide, has sold and provided,
13 and continues to offer to sell and provide, in the United States and in this District,
14 products and services that infringe one or more claims of the '638 Patent.

15 14. OneSuite has offered to sell and provide, has sold and provided,
16 and continues to offer to sell and provide, in the United States and in this District,
17 products and services that infringe one or more claims of the '066 Patent.

18 15. OneSuite has offered to sell and provide, has sold and provided,
19 and continues to offer to sell and provide, in the United States and in this District,
20 products and services that infringe one or more claims of the '688 Patent.

21 16. OneSuite has offered to sell and provide, has sold and provided,
22 and continues to offer to sell and provide, in the United States and in this District,
23 products and services that infringe one or more claims of the '132 Patent.

24 17. OneSuite claims to offer subscribers services and products that
25 allow subscribers to "communicate with anyone, anywhere," including OneSuite's
26 SuiteAdvantage by which subscribers can receive voicemail messages via e-mail,
27 and OneSuite Fax by which subscribers can send facsimiles and receive facsimiles
28 via e-mail.

1 18. According to OneSuite's website, SuiteAdvantage is a "VoIP
2 service" that provides voicemail services such that upon sign-up, subscribers are
3 assigned a phone number with "the freedom of selecting [their] own area codes"
4 or may "transfer [their] current phone number to [OneSuite] services."
5 Subscribers are able to "log onto [their] account" to access their voicemail
6 messages and "voicemails are sent through email announcements as attachments
7 so [the subscriber] may access [their] email to listen to [their] voicemails."
8 Subscribers may then access their voicemail messages anywhere the subscriber
9 can access the Internet or their email.

10 19. According to OneSuite's website, OneSuite Fax is a virtual fax
11 service" that provides "fax-to-email service for unlimited inbound fax" such that,
12 upon sign-up subscribers are "assigned a Fax number but with the area code of
13 [their] own choosing" that allows the subscriber to "receive [a] fax anytime,
14 anywhere." When subscribers are sent a fax, OneSuite Fax "forwards it as an
15 attachment to the e-mail address of [the subscriber's] choice." OneSuite also
16 offers its OneSuite Fax customers the "freedom and convenience of sending fax
17 from [their] desktop computer or PC." Subscriber's can then "send fax from
18 anywhere in the world, as long as [they] have Internet access." OneSuite Fax
19 subscribers may then send and retrieve their faxes from anywhere the subscriber
20 can access the Internet or their email.

21 20. According to OneSuite's website, OneSuite subscribers may
22 choose local phone or fax numbers for at least 20 different states including
23 California. Additionally, the subscriber can designate up to five e-mail addresses
24 to which he/she wants received facsimiles and voicemail messages forwarded. In
25 response to this designation, OneSuite transmits received facsimiles to the
26 subscriber's e-mail in the form of PDF attachments and received voicemail
27 messages to the subscriber's e-mail in the form of WAV attachments.
28

CAUSES OF ACTION

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 6,208,638

21. j2 repeats and realleges the allegations of paragraphs 1 through 20 of the Complaint as if fully set forth herein.

22. By reason of the foregoing, OneSuite has directly infringed, and/or has induced others to infringe, and/or has committed acts of contributory infringement of one or more claims of the '638 Patent in violation of 35 U.S.C. § 271, et seq.

23. Specifically, at least the systems and methods employed by OneSuite in providing the SuiteAdvantage functionality infringe one or more claims of the '638 Patent, including but not limited to Claim 13.

24. OneSuite's activities have been without express, or implied, license by j2.

25. OneSuite will continue to infringe the '638 Patent unless enjoined by this Court. As a result of the infringing conduct of OneSuite, j2 has suffered, and will continue to suffer, irreparable harm for which there is no adequate remedy at law. Accordingly, j2 is entitled to temporary, preliminary, and/or permanent injunctive relief against such infringement pursuant to 35 U.S.C. § 283.

26. As a result of OneSuite's infringement of the '638 Patent, j2 has been damaged, and will be further damaged, and is entitled to be compensated for such damages pursuant to 35 U.S.C. § 284 in an amount that presently cannot be ascertained, but that will be determined at trial.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 6,350,066

27. j2 repeats and realleges the allegations of paragraphs 1 through 20 of the Complaint as if fully set forth herein.

28. By reason of the foregoing, OneSuite has directly infringed, and/or has induced others to infringe, and/or has committed acts of contributory infringement of one or more claims of the '066 Patent in violation of 35 U.S.C. § 271, et seq.

29. At least the systems and methods employed by OneSuite in providing the SuiteAdvantage functionality infringe one or more claims of the '066 Patent, including but not limited to Claim 43.

30. OneSuite's activities have been without express, or implied, license by j2.

31. OneSuite will continue to infringe the '066 Patent unless enjoined by this Court. As a result of the infringing conduct of OneSuite, j2 has suffered, and will continue to suffer, irreparable harm for which there is no adequate remedy at law. Accordingly, j2 is entitled to temporary, preliminary, and/or permanent injunctive relief against such infringement pursuant to 35 U.S.C. § 283.

32. As a result of OneSuite's infringement of the '066 Patent, j2 has been damaged, and will be further damaged, and is entitled to be compensated for such damages pursuant to 35 U.S.C. § 284 in an amount that presently cannot be ascertained, but that will be determined at trial.

COUNT III

INFRINGEMENT OF U.S. PATENT NO. 6,597,688

33. j2 repeats and realleges the allegations of paragraphs 1 through 20 of the Complaint as if fully set forth herein.

1 41. Specifically, at least the systems and methods employed by
2 OneSuite in providing the OneSuite Fax functionality infringe one or more claims
3 of the '132 Patent, including but not limited to Claim 14.

4 42. OneSuite's activities have been without express, or implied,
5 license by j2.

6 43. OneSuite will continue to infringe the '132 Patent unless
7 enjoined by this Court. As a result of the infringing conduct of OneSuite, j2 has
8 suffered, and will continue to suffer, irreparable harm for which there is no
9 adequate remedy at law. Accordingly, j2 is entitled to temporary, preliminary,
10 and/or permanent injunctive relief against such infringement pursuant to 35
11 U.S.C. § 283.

12 44. As a result of OneSuite's infringement of the '132 Patent, j2
13 has been damaged, and will be further damaged, and is entitled to be compensated
14 for such damages pursuant to 35 U.S.C. § 284 in an amount that presently cannot
15 be ascertained, but that will be determined at trial.

16 17 **PRAYER FOR RELIEF**

18 WHEREFORE, j2 demands judgment on the complaint as follows:

19 A. That OneSuite has infringed the '638 Patent, the '066 Patent,
20 the '688 Patent and the '132 Patent under 35 U.S.C. §§ 271 *et seq.*;

21 B. That injunctions, preliminary and permanent, be issued by this
22 Court restraining OneSuite, its respective officers, agents, servants, directors, and
23 employees, and all persons in active concert or participation with OneSuite, from
24 directly or indirectly infringing, or inducing or contributing to the infringement by
25 others of the '638 Patent, the '066 Patent, the '688 Patent and the '132 Patent;

26 C. That OneSuite be required to provide j2 an accounting of all
27 gains, profits and advantages derived by OneSuite's infringement of the '638
28 Patent, the '066 Patent, the '688 Patent and the '132 Patent and that j2 be awarded

1 damages adequate to compensate j2 for the wrongful infringing acts by OneSuite,
2 in accordance with 35 U.S.C. § 284;

3 D. That j2 be awarded its interest and costs of suit incurred in this
4 action; and


5 E. That j2 be awarded such other and further relief as this Court
6 may deem just and proper.

7
8 Dated: June 4, 2009

Respectfully submitted,

9
10 KENYON & KENYON LLP
Frank L. Bernstein

11 ABELSON | HERRON LLP
12 Michael Bruce Abelson
Heather L. Mayer

13
14 By: 
15  Heather L. Mayer
16 Attorney for Plaintiff
j2 Global Communications, Inc.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b) and the Local Rules of this Court, j2 Global Communications, Inc. hereby demands a jury trial for all issues in this case that properly are subject to a jury trial.

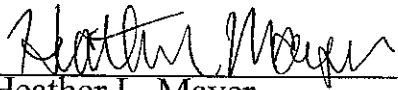
Dated: June 4, 2009

Respectfully submitted,

KENYON & KENYON LLP
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Michael Bruce Abelson
Heather L. Mayer

By:


Heather L. Mayer
Attorney for Plaintiff
j2 Global Communications, Inc.