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7 Attorneys for Plaintiff  
 PIXION, INC.

8  
 9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA  
 11 SAN FRANCISCO DIVISION  
 12

13 PIXION, INC.,

14 Plaintiff and Counterdefendant,

15 v.

16 CITRIX SYSTEMS, INC., et al.,

17 Defendant and Counterclaimant.

CASE NO. C09-03496 SI

**SECOND AMENDED COMPLAINT  
 FOR PATENT INFRINGEMENT**

**(U.S. Patent Nos. 7,369,515; 7,426,191;  
 7,715,331; and 7,813,304)**

**JURY TRIAL DEMANDED**

18  
 19 AND RELATED COUNTERCLAIMS.

20 Plaintiff Pixion, Inc. (“PIXION”) hereby alleges for its second amended complaint against  
 21 Defendant Citrix Systems, Inc. and Defendant Citrix Online, LLC (collectively referred to as  
 22 “CITRIX”) as follows:  
 23

24 **JURISDICTION AND VENUE**

25 1. The United States District Court for the Northern District of California (the “Court”)  
 26 has jurisdiction over this matter because it is an action for infringement arising under the United  
 27 States Patent and Trademark Act, 35 U.S.C. § 281, et seq.

1 States Patent Act (35 U.S.C. § 1 *et seq.*). Accordingly, the Court has jurisdiction pursuant to 28  
2 U.S.C. §§ 1331 and 1338(a).

3 2. CITRIX is subject to personal jurisdiction in the Northern District of California (the  
4 “District”) because CITRIX has caused tortious injury in this District through acts committed both  
5 inside and outside the District. CITRIX is further subject to personal jurisdiction in the District  
6 because CITRIX regularly solicits business in the District or derives substantial revenue from sales  
7 of goods—including goods infringing the patents-in-suit—in the District. CITRIX has engaged in a  
8 persistent course of conduct in the District. CITRIX further maintains its regional and divisional  
9 headquarters for Silicon Valley in the District at 4988 Great America Parkway, Santa Clara,  
10 California. CITRIX has consented to the personal jurisdiction of the District by way of its answer  
11 to PIXION’s First Amended Complaint (Docket No. 24).

12 3. Venue for this action is proper in the District pursuant to 28 U.S.C. §§ 1391 and  
13 1400 because a significant portion of CITRIX’s infringing activities have occurred in the District.  
14 Venue is further proper in that CITRIX has a regular and established place of business in the  
15 District.

#### 16 **INTRA-DISTRICT ASSIGNMENT**

17 4. For the purposes of Civil L.R. 3-2(c) and (d), this is an Intellectual Property action  
18 and may be assigned to any division of the District. The present action has, however, been assigned  
19 to the San Francisco Division.  
20

#### 21 **THE PARTIES**

22 5. PIXION is a Delaware corporation formed in 1995 with a primary focus on  
23 developing easy-to-use, secure, feature-rich, scalable, and cost-effective interactive online meeting  
24 environments such as web conferencing solutions.  
25

26 6. CITRIX SYSTEMS, INC. is a Delaware corporation with its corporate headquarters  
27 located in Fort Lauderdale, Florida. CITRIX SYSTEMS, INC. maintains its regional and divisional  
28 headquarters for Silicon Valley at 4988 Great America Parkway, Santa Clara, California. CITRIX

1 SYSTEMS, INC. purports to host and sell online meeting services for individual and corporate  
2 consumers through its Online Services Division.

3 7. CITRIX ONLINE, LLC is a limited liability company organized and existing under  
4 the laws of the State of Delaware. CITRIX ONLINE, LLC maintains its headquarters in Goleta,  
5 California. CITRIX ONLINE, LLC is a wholly owned subsidiary of Defendant CITRIX  
6 SYSTEMS, INC. CITRIX ONLINE, LLC offers, markets, distributes and sells web conferencing  
7 products, including GoToMeeting and GoToWebinar through the Online Services Division  
8 operated by CITRIX SYSTEMS, INC. and/or CITRIX ONLINE, LLC.

### 9 10 **GENERAL ALLEGATIONS**

#### 11 **The Patents-in-Suit**

12 8. PIXION is the assignee of the entire right, title, and interest in United States patent  
13 numbers 7,369,515 (the “‘515 Patent”); 7,426,191 (the “‘191 Patent”); 7,715,331 (the “‘131  
14 Patent”); and 7,813,304 (the “‘304 Patent”) (collectively the “Patents-in-Suit”). The Patents-in-Suit  
15 embody certain innovative technologies relating to conferencing systems that have helped make  
16 PIXION the success that it is today.

17 9. The ‘515 Patent issued on May 6, 2008, and is entitled “Providing Conferencing  
18 Data in a Network Communications System Based on Client Capabilities.” A true and correct copy  
19 of the ‘515 Patent is attached hereto as Exhibit A. The ‘515 Patent discloses, *inter alia*, a  
20 conference system whereby a conference server provides conference data to a client. One or more  
21 characteristics of the conference data are based on current capabilities of the client validated after  
22 establishing a client-server connection but prior to the client joining the conference.

23 10. The ‘191 Patent issued on September 16, 2008, and is entitled “Providing  
24 Conference Data in a Network Communications System Based on Client or Server Information  
25 Examined During a Conference.” A true and correct copy of the ‘191 Patent is attached hereto as  
26 Exhibit B. The ‘191 Patent discloses, *inter alia*, a conference system whereby a conference server  
27 provides conference data to a client. One or more characteristics of the conference data are based  
28

1 on client or server information examined subsequent to both the client-server connection having  
2 been established and the client joining the conference.

3 11. The '304 Patent issued on October 12, 2010, and is entitled "Providing Conferencing  
4 Data in a Network Communications System Based on Client Capabilities." A true and correct copy  
5 of the '304 Patent is attached hereto as Exhibit C. The '304 Patent discloses, *inter alia*, a  
6 conference system whereby a conference server provides conference data to a client. One or more  
7 characteristics of the conference data are based on current capabilities of the client validated after  
8 establishing a client-server connection but prior to the client joining the conference.

9 12. CITRIX previously produced to PIXION purported prior art and claim charts that  
10 purported to evidence how said purported prior art invalidated the claims of the '515 Patent. The  
11 '304 Patent is the 'child' of the '515 Patent by virtue of a continuation relationship claimed under  
12 35 U.S.C. § 120. During prosecution of the '304 Patent, all of the foregoing purported prior art and  
13 claim charts were produced to the United States Patent and Trademark Office by PIXION. The  
14 '304 Patent issued notwithstanding the production of the purported prior art and claim charts that  
15 had been prepared by CITRIX.

16 13. The '331 Patent issued on May 11, 2010, and is entitled "Providing Conference Data  
17 in a Network Communications System Based on Client or Server Information Examined During a  
18 Conference." A true and correct copy of the '331 Patent is attached hereto as Exhibit D. The '331  
19 Patent discloses, *inter alia*, a conference system whereby a conference server provides conference  
20 data to a client. One or more characteristics of the conference data are based on client or server  
21 information examined subsequent to both the client-server connection having been established and  
22 the client joining the conference.

23 14. CITRIX previously produced to PIXION purported prior art and claim charts that  
24 purported evidence how said purported prior art invalidated the claims of the '191 Patent. The '331  
25 Patent is the 'child' of the '191 Patent by virtue of a continuation relationship claimed under 35  
26 U.S.C. § 120. During prosecution of the '331 Patent, all of the foregoing purported prior art and  
27 claim charts were produced to the United States Patent and Trademark Office by PIXION. The  
28

1 '331 Patent issued notwithstanding the production of the purported prior art and claim charts that  
2 had been prepared by CITRIX.

### 4 CITRIX's Unlawful Conduct Relating to the Patents-in-Suit

5 15. CITRIX makes, uses, offers to sell, and sells in the United States and imports into  
6 the United States online conferencing and collaboration systems that infringe the Patents-in-Suit.  
7 These online conferencing and collaboration systems include, but are not limited to, CITRIX's  
8 GoToMeeting and GoToWebinar products and services.

9 16. CITRIX's unlawful activities have resulted in an unjust enrichment to CITRIX and  
10 immediate and irreparable harm to PIXION. If CITRIX's unlawful activities are not immediately  
11 enjoined, CITRIX will continue to be unjustly enriched and will continue to irreparably harm  
12 PIXION. PIXION has no adequate remedy at law.

### 14 COUNT I

#### 15 **Infringement of U.S. Patent No. 7,369,515 by CITRIX**

16 17. PIXION repeats and re-alleges each of the allegations set forth in paragraphs 1  
17 through 16, as though fully set forth herein.

18 18. CITRIX's actions in making, using, importing, selling, distributing, and offering for  
19 sale the GoToMeeting and GoToWebinar products and services, and possibly other products and  
20 services, infringe the '515 Patent. PIXION is informed and believes, and thereon alleges, that  
21 CITRIX will continue to infringe the '515 Patent unless enjoined by the Court.

22 19. PIXION is informed and believes, and thereon alleges, that CITRIX is actively  
23 inducing others to infringe one or more claims of the '515 Patent and/or committing acts of  
24 contributory infringement with respect to one or more claims of the '515 Patent through CITRIX's  
25 activities related to making, using, importing, distributing, offering for sale, and/or selling the  
26 GoToMeeting and GoToWebinar products and services, and possibly other infringing products and  
27 services, in violation of 35 U.S.C. § 271(b) and 35 U.S.C. § 271(c), respectively.  
28

20. PIXION has been damaged by CITRIX's infringing conduct. CITRIX is therefore liable to PIXION for actual damages suffered and any profits realized on the sale of the GoToMeeting and GoToWebinar products and services, and possibly other infringing products and services, which are not taken into account in the computation of actual damages, as well as any statutory damages, such as treble damages. Moreover, such conduct is likely to cause substantial harm to PIXION unless the Court enjoins the infringing conduct.

WHEREFORE, PIXION prays for relief as set forth herein.

## **COUNT II**

### **Infringement of U.S. Patent No. 7,426,191 by CITRIX**

21. PIXION repeats and re-alleges each of the allegations set forth in paragraphs 1 through 20, as though fully set forth herein.

22. CITRIX's actions in making, using, importing, selling, distributing, and offering for sale the GoToMeeting and GoToWebinar products and services, and possibly other products and services, infringe the '191 Patent. PIXION is informed and believes, and thereon alleges, that CITRIX will continue to infringe the '191 Patent unless enjoined by the Court.

23. PIXION is informed and believes, and thereon alleges, that CITRIX is actively inducing others to infringe one or more claims of the '191 Patent and/or committing acts of contributory infringement with respect to one or more claims of the '191 Patent through CITRIX's activities related to making, using, importing, distributing, offering for sale, and/or selling the GoToMeeting and GoToWebinar products and services, and possibly other infringing products and services, in violation of 35 U.S.C. § 271(b) and 35 U.S.C. § 271(c), respectively.

24. PIXION has been damaged by CITRIX's infringing conduct. CITRIX is therefore liable to PIXION for actual damages suffered and any profits realized on the sale of the GoToMeeting and GoToWebinar products and services, and possibly other infringing products and services, which are not taken into account in the computation of actual damages, as well as any statutory damages, such as treble damages. Moreover, such conduct is likely to cause substantial harm to PIXION unless the Court enjoins the infringing conduct.

1 WHEREFORE, PIXION prays for relief as set forth herein.

2  
3 **COUNT III**

4 **Infringement of U.S. Patent No. 7,813,304 by CITRIX**

5 25. PIXION repeats and re-alleges each of the allegations set forth in paragraphs 1  
6 through 24, as though fully set forth herein.

7 26. CITRIX's actions in making, using, importing, selling, distributing, and offering for  
8 sale the GoToMeeting and GoToWebinar products and services, and possibly other products and  
9 services, infringe the '304 Patent. PIXION is informed and believes, and thereon alleges, that  
10 CITRIX will continue to infringe the '304 Patent unless enjoined by the Court.

11 27. PIXION is informed and believes, and thereon alleges, that CITRIX is actively  
12 inducing others to infringe one or more claims of the '304 Patent and/or committing acts of  
13 contributory infringement with respect to one or more claims of the '304 Patent through CITRIX's  
14 activities related to making, using, importing, distributing, offering for sale, and/or selling the  
15 GoToMeeting and GoToWebinar products and services, and possibly other infringing products and  
16 services, in violation of 35 U.S.C. § 271(b) and 35 U.S.C. § 271(c), respectively.

17 28. PIXION has been damaged by CITRIX's infringing conduct. CITRIX is therefore  
18 liable to PIXION for actual damages suffered and any profits realized on the sale of the  
19 GoToMeeting and GoToWebinar products and services, and possibly other infringing products and  
20 services, which are not taken into account in the computation of actual damages, as well as any  
21 statutory damages, such as treble damages. Moreover, such conduct is likely to cause substantial  
22 harm to PIXION unless the Court enjoins the infringing conduct.

23 WHEREFORE, PIXION prays for relief as set forth herein.  
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**COUNT IV**

**Infringement of U.S. Patent No. 7,715,331 by CITRIX**

29. PIXION repeats and re-alleges each of the allegations set forth in paragraphs 1 through 28, as though fully set forth herein.

30. CITRIX's actions in making, using, importing, selling, distributing, and offering for sale the GoToMeeting and GoToWebinar products and services, and possibly other products and services, infringe the '331 Patent. PIXION is informed and believes, and thereon alleges, that CITRIX will continue to infringe the '331 Patent unless enjoined by the Court.

31. PIXION is informed and believes, and thereon alleges, that CITRIX is actively inducing others to infringe one or more claims of the '331 Patent and/or committing acts of contributory infringement with respect to one or more claims of the '331 Patent through CITRIX's activities related to making, using, importing, distributing, offering for sale, and/or selling the GoToMeeting and GoToWebinar products and services, and possibly other infringing products and services, in violation of 35 U.S.C. § 271(b) and 35 U.S.C. § 271(c), respectively.

32. PIXION has been damaged by CITRIX's infringing conduct. CITRIX is therefore liable to PIXION for actual damages suffered and any profits realized on the sale of the GoToMeeting and GoToWebinar products and services, and possibly other infringing products and services, which are not taken into account in the computation of actual damages, as well as any statutory damages, such as treble damages. Moreover, such conduct is likely to cause substantial harm to PIXION unless the Court enjoins the infringing conduct.

WHEREFORE, PIXION prays for relief as set forth herein.

**PRAYER FOR RELIEF**

WHEREFORE, PIXION requests entry of judgment in their favor and against CITRIX and each of them as follows:

A. On Counts I-IV, declaring that CITRIX has infringed one or more claims of the Patents-in-Suit;

1 B. On Counts I-IV, preliminarily and/or permanently enjoining CITRIX and its officers,  
2 agents, servants, employees, and attorneys, and all persons acting in active concert or participation  
3 with them, from further infringing, contributing to, and/or inducing the infringement of the Patents-  
4 in-Suit, in accordance with 35 U.S.C. § 283;

5 C. On Counts I-IV, awarding PIXION a reasonable royalty in an amount adequate to  
6 compensate PIXION for CITRIX's infringement, in accordance with 35 U.S.C. § 154;

7 D. On Counts I-IV, awarding PIXION damages in an amount adequate to compensate  
8 PIXION for CITRIX's infringement, in accordance with 35 U.S.C. § 284;

9 E. On all counts, for actual damages according to proof;

10 F. On all counts, for interest on all the foregoing amounts, at the legal rate, with effect  
11 from the due date for payment;

12 G. On all counts, awarding PIXION its costs of suit, including reasonable attorneys'  
13 fees; and

14 H. On all counts, granting such other and further relief as this Court may deem just and  
15 appropriate.

16  
17 Dated: December 17, 2010

CARR & FERRELL *LLP*

18  
19 By /s/ Colby B. Springer

20 ROBERT J. YORIO  
21 COLBY B. SPRINGER  
22 CHRISTINE S. WATSON

23 Attorneys for Plaintiff  
24 PIXION, INC.  
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27  
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**DEMAND FOR JURY TRIAL**

Plaintiff PIXION, INC. hereby demands a jury trial of all issues in the above-captioned action that are triable to a jury.

Dated: December 17, 2010

CARR & FERRELL *LLP*

By           /s/ Colby B. Springer          

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