

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

**UNIFIED MESSAGING SOLUTIONS
LLC,**

Plaintiff,

v.

**INTUIT INC.,
HOMESTEAD TECHNOLOGIES INC.,
CENTURYLINK, INC., and
ZIMBRA, INC.**

Defendants.

Civil Action No. 6:12cv85

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Unified Messaging Solutions LLC files this Complaint against Intuit Inc., Homestead Technologies Inc., CenturyLink, Inc., and Zimbra, Inc. (collectively, “Defendants”) for infringement of U.S. Patent No. 6,857,074 (“the ’074 patent”), U.S. Patent No. 7,836,141 (“the ’141 patent”), U.S. Patent No. 7,895,306 (“the ’306 patent”), U.S. Patent No. 7,895,313 (“the ’313 patent”), and/or U.S. Patent No. 7,934,148 (“the ’148 patent”).

THE PARTIES

1. Unified Messaging Solutions LLC (“Unified Messaging”) is a limited liability company organized and existing under the laws of the State of Texas, with principal places of business located in Newport Beach, California and Frisco, Texas.

2. Intuit Inc. is a Delaware corporation with principal places of business in Mountain View, California and Plano, Texas. This Defendant may be served with process through its registered agent, The Prentice-Hall Corporation System, Inc., 2711 Centerville Road, Suite 400,

Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

3. Homestead Technologies Inc. (together with Intuit Inc., “Intuit”) is a Delaware corporation with its principal place of business in Menlo Park, California. This Defendant may be served with process through its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

4. CenturyLink, Inc. (“CenturyLink”) is a Louisiana corporation with its principal place of business in Monroe, Louisiana. This Defendant may be served with process through its registered agent, CT Corporation System, 5615 Corporate Blvd., Ste. 400B, Baton Rouge, Louisiana 70808. This Defendant does business in the State of Texas and in the Eastern District of Texas.

5. Zimbra, Inc. (“Zimbra”) is a Delaware corporation with its principal place of business in Palo Alto, California. This Defendant may be served with process through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. This Defendant does business in the State of Texas and in the Eastern District of Texas.

JURISDICTION AND VENUE

6. Unified Messaging brings this action for patent infringement under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others.

7. This Court has subject matter jurisdiction over the claims in this action pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1367.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, each Defendant is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, has purposely transacted business in this judicial district, and/or has regular and established places of business in this judicial district.

9. Each Defendant is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial business in this State and judicial district, including: (A) at least part of their infringing activities alleged herein; and (B) regularly doing or soliciting business and, accordingly, deriving substantial revenue from goods and services provided to Texas residents.

COUNT I

(INFRINGEMENT OF U.S. PATENT NO. 6,857,074)

10. Unified Messaging incorporates paragraphs 1 through 9 herein by reference.

11. Unified Messaging is the exclusive licensee of the '074 patent, entitled "Systems and Methods for Storing, Delivering, and Managing Messages," with ownership of all substantial rights in the '074 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '074 patent is attached as Exhibit A.

12. The '074 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

13. Defendants have directly and/or indirectly infringed and continue to directly and/or indirectly infringe one or more claims of the '074 patent in this judicial district and elsewhere in Texas and the United States, including at least claim 1, without the consent or authorization of Unified Messaging, by or through their making, having made, offer for sale,

sale, and/or use of the patented systems and methods for storing, delivering, and managing messages through operation or sale of their respective web-based communications service(s), including webmail services, accessible via their respective website(s) (or, in the case of Zimbra, its customers' respective websites) and/or attendant mail/web server(s).

14. Unified Messaging has been damaged as a result of Defendants' infringing conduct described in this Count I. Defendants are, thus, liable to Unified Messaging in an amount that adequately compensates it for Defendants' infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT II

(INFRINGEMENT OF U.S. PATENT NO. 7,836,141)

15. Unified Messaging incorporates paragraphs 1 through 14 herein by reference.

16. Unified Messaging is the exclusive licensee of the '141 patent, entitled "Systems and Methods for Storing, Delivering, and Managing Messages," with ownership of all substantial rights in the '141 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '141 patent is attached as Exhibit B.

17. The '141 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

18. Defendants have directly and/or indirectly infringed and continue to directly and/or indirectly infringe one or more claims of the '141 patent in this judicial district and elsewhere in Texas and the United States, including at least claim 1, without the consent or authorization of Unified Messaging, by or through their making, having made, offer for sale,

sale, and/or use of the patented systems and methods for storing, delivering, and managing messages through operation or sale of their respective web-based communications service(s), including webmail services, accessible via their respective website(s) (or, in the case of Zimbra, its customers' respective websites) and/or attendant mail/web server(s).

19. Unified Messaging has been damaged as a result of Defendants' infringing conduct described in this Count II. Defendants are, thus, liable to Unified Messaging in an amount that adequately compensates it for Defendants' infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT III

(INFRINGEMENT OF U.S. PATENT NO. 7,895,306)

20. Unified Messaging incorporates paragraphs 1 through 19 herein by reference.

21. Unified Messaging is the exclusive licensee of the '306 patent, entitled "Systems and Methods for Storing, Delivering, and Managing Messages," with ownership of all substantial rights in the '306 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '306 patent is attached as Exhibit C.

22. The '306 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

23. Defendants have directly and/or indirectly infringed and continue to directly and/or indirectly infringe one or more claims of the '306 patent in this judicial district and elsewhere in Texas and the United States, including at least claim 1, without the consent or authorization of Unified Messaging, by or through their making, having made, offer for sale,

sale, and/or use of the patented systems and methods for storing, delivering, and managing messages through operation or sale of their respective web-based communications service(s), including webmail services, accessible via their respective website(s) (or, in the case of Zimbra, its customers' respective websites) and/or attendant mail/web server(s).

24. Unified Messaging has been damaged as a result of Defendants' infringing conduct described in this Count III. Defendants are, thus, liable to Unified Messaging in an amount that adequately compensates it for Defendants' infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT IV

(INFRINGEMENT OF U.S. PATENT NO. 7,895,313)

25. Unified Messaging incorporates paragraphs 1 through 24 herein by reference.

26. Unified Messaging is the exclusive licensee of the '313 patent, entitled "Systems and Methods for Storing, Delivering, and Managing Messages," with ownership of all substantial rights in the '313 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '313 patent is attached as Exhibit D.

27. The '313 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

28. Defendants have directly and/or indirectly infringed and continue to directly and/or indirectly infringe one or more claims of the '313 patent in this judicial district and elsewhere in Texas and the United States, including at least claim 11, without the consent or authorization of Unified Messaging, by or through their making, having made, offer for sale,

sale, and/or use of the patented systems and methods for storing, delivering, and managing messages through operation or sale of their respective web-based communications service(s), including webmail services, accessible via their respective website(s) (or, in the case of Zimbra, its customers' respective websites) and/or attendant mail/web server(s).

29. Unified Messaging has been damaged as a result of Defendants' infringing conduct described in this Count IV. Defendants are, thus, liable to Unified Messaging in an amount that adequately compensates it for Defendants' infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT V

(INFRINGEMENT OF U.S. PATENT NO. 7,934,148)

30. Unified Messaging incorporates paragraphs 1 through 29 herein by reference.

31. Unified Messaging is the exclusive licensee of the '148 patent, entitled "Systems and Methods for Storing, Delivering, and Managing Messages," with ownership of all substantial rights in the '148 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '148 patent is attached as Exhibit E.

32. The '148 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

33. Defendants have directly and/or indirectly infringed and continue to directly and/or indirectly infringe one or more claims of the '148 patent in this judicial district and elsewhere in Texas and the United States, including at least claim 1, without the consent or authorization of Unified Messaging, by or through their making, having made, offer for sale,

sale, and/or use of the patented systems and methods for storing, delivering, and managing messages through operation or sale of their respective web-based communications service(s), including webmail services, accessible via their respective website(s) (or, in the case of Zimbra, its customers' respective websites) and/or attendant mail/web server(s).

34. Unified Messaging has been damaged as a result of Defendants' infringing conduct described in this Count V. Defendants are, thus, liable to Unified Messaging in an amount that adequately compensates it for Defendants' infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

ILLUSTRATIVE INFRINGEMENTS

35. Unified Messaging incorporates paragraphs 1 through 34 herein by reference.

36. Intuit has committed direct infringement as alleged in Counts I through V, at least through operation of its webmail services accessible through its website, mail.homesteadmail.com.

37. CenturyLink has committed direct infringement as alleged in Counts I through V, at least through operation of its webmail services accessible through its website, webmail.centurylink.com.

38. Zimbra has committed direct infringement as alleged in Count I, at least through sale and provision of its webmail solution/services to its customers, including, at least, Intuit and CenturyLink.

39. Zimbra has committed indirect infringement as alleged in Counts I through V, at least through its inducing and/or contributing to the infringements of its customers, including, at least, Intuit and CenturyLink. On information and belief, Zimbra has had knowledge of the '074

patent, the '141 patent, the '308 patent, the '313 patent, and the '148 patent as a result of Civil Action No. 6:11-cv-00120 (E.D. Tex.), *Unified Messaging Solutions LLC v. Facebook, Inc., et al.*, and has known or should have known that its actions would induce or contribute to actual infringement. Specifically, Zimbra's largest webmail solution/services customer is Comcast Corporation, which is a Defendant in the aforementioned Civil Action.

JOINDER OF PARTIES

40. Unified Messaging incorporates paragraphs 1 through 39 herein by reference.

41. On information and belief, Intuit purchases (and has in the past purchased) its online webmail solution/services that it offers/sells to its own customers from Zimbra. Thus, any right to relief against Intuit is asserted jointly, severally, or in the alternative against Zimbra.

42. On information and belief, CenturyLink purchases (and has in the past purchased) its online webmail solution/services that it offers/sells to its own customers from Zimbra. Thus, any right to relief against CenturyLink is asserted jointly, severally, or in the alternative against Zimbra.

43. The alleged infringements of these Defendants arise out of the same transaction, occurrence, or series of transactions or occurrences relating to the making, using, importing into the United States, offering for sale, or selling of the same accused products or processes, i.e. the offer for sale, sale, use, and end use of the Zimbra online webmail solution/services.

44. Questions of fact common to all defendants will arise in this action, e.g., infringement of the Zimbra online webmail solution/services.

45. Thus, Joinder of Intuit, CenturyLink, and Zimbra is proper in this litigation pursuant to 35 U.S.C. § 299(a).

JURY DEMAND

Unified Messaging hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

Unified Messaging requests that the Court find in its favor and against Defendants, and that the Court grant Unified Messaging the following relief:

- a. Judgment that one or more claims of the '074, '141, '306, '313, and '148 patents have been infringed, either literally and/or under the doctrine of equivalents, by one or more Defendants;
- b. Judgment that Defendants account for and pay to Unified Messaging all damages to and costs incurred by Unified Messaging because of Defendants' infringing activities and other conduct complained of herein;
- c. Judgment that Defendants account for and pay to Unified Messaging a reasonable, on-going, post-judgment royalty because of Defendants' infringing activities and other conduct complained of herein;
- d. That Unified Messaging be granted pre-judgment and post-judgment interest on the damages caused by Defendants' infringing activities and other conduct complained of herein; and
- e. That Unified Messaging be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: February 23, 2012

Respectfully submitted,

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