

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

**TYLER DIVISION**

<b>MICROLOG CORP.,</b>	§	6:13CV115
	§	SEVERED FROM
<i>Plaintiff,</i>	§	<b>CIVIL ACTION NO. 6:11-CV-489-LED</b>
	§	
<b>V.</b>	§	
	§	<b>JURY TRIAL DEMANDED</b>
<b>CISCO SYSTEMS, INC., et al.,</b>	§	
	§	
<i>Defendants.</i>	§	

**AMENDED COMPLAINT FOR  
PATENT INFRINGEMENT AND JURY DEMAND**

Plaintiff Microlog Corp., (“Plaintiff” or “Microlog”), by and through its attorneys, for its Amended Complaint against Defendants demanding trial by jury, hereby alleges as follows:

**I. NATURE OF THE ACTION**

1. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 271(a), to enjoin and obtain damages resulting from Defendants’ unauthorized infringement of United States Patent No. 7,092,509, issued on August 15, 2006, for “Contact Center System Capable of Handling Multiple Media Types of Contacts and Method for Using the Same” naming John C. Mears of Gaithersburg, Maryland, Gary E. Korzeniowski of New Market, Maryland, William R. Lewis, Jr. of Ellicott City, Maryland, and Ly K. Peang-Meth of Gaithersburg, Maryland as inventors (the “’509 Patent), a true and correct copy of which is attached hereto as **Exhibit 1**.

**II. PARTIES**

2. Microlog is a corporation organized and existing under the laws of the State of Delaware and headquartered in Gaithersburg, Maryland.

3. Cisco Systems, Inc. is a corporation organized and existing under the laws of the State of California, with a principal place of business at 170 West Tasman Drive, San Jose, California 95134.

4. Aspect Software, Inc. is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business at 300 Apollo Drive, Chelmsford, Massachusetts 01824.

5. RightNow Technologies, Inc. is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business at 600 Las Colinas Blvd. East, Suite 1500, Irving, Texas 75039.

6. Moxie Software, Inc. is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business at Barton Oaks II, Suite 100, 901 S. MoPac Expressway, Austin, Texas 78746.

7. Contact Solutions, Inc. is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business at 11950 Democracy Drive, Suite 250, Reston, Virginia 20190.

8. Nationwide Mutual Insurance Company is a corporation organized and existing under the laws of the State of Ohio, with a principal place of business at 11603 West Coker Loop, San Antonio, Texas 78216.

9. Stonebridge Life Insurance Company is a corporation organized and existing under the laws of the State of Vermont, with a principal place of business at 2700 W. Plano Parkway, Plano, Texas 75075-8200.

10. Frito-Lay, Inc. is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business at 7701 Legacy Drive, Plano, Texas 75024.

11. On information and belief, Genesys Telecommunications Laboratories, Inc. is a corporation organized and existing under the laws of the State of California, with a principal place of business at 2001 Junipero Serra Blvd., Daly City, California 94014.

### **III. JURISDICTION AND VENUE**

12. This is an action for patent infringement which arises under the Patent Laws of the United States, in particular, 35 U.S.C. §§271(a), 281, 283, 284 and 285. This Court has exclusive jurisdiction over the subject matter of this action under 28 U.S.C. §§1331 and 1338(a).

13. Defendants are subject to personal jurisdiction in Texas because they regularly transact business in this judicial district and division by, among other things, offering their products and services to customers, business affiliates and partners located in this judicial district and division.

14. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b), 1391(c), and 1400(b) because the Defendants are subject to personal jurisdiction in this district.

### **IV. FACTUAL ALLEGATIONS**

#### **MICROLOG**

15. Microlog has provided call and contact center management to public and private sector clients for over 40 years. It is a pioneer in the field of integrated all-in-one contact management centers that support multiple communication media. Its customers have included

the United States Army, the United States Navy, the Veterans Administration, Scientific Games, and the Internal Revenue Service.

16. Microlog's patented system and method enables companies to efficiently deal with and control the flow of the multiple types of media communication received from its customers. Communication today takes many forms: fax, email, letters, and voice—multimedia call centers are necessary to handle these varying types of customer input and are revolutionizing how companies handle customer service. Microlog initially released its system and method under the product name "uniQue" to reflect the unique nature of its common queue approach to customer communication routing.

17. Microlog's uniQueAgent<sup>TM</sup> product was awarded the "Best in Show" award at the Computer Telephony Demo exhibition held in September 1998. The award was given to Microlog in recognition of the invention that would ultimately be awarded the '509 patent. Commentators noted that Microlog's product was on the "leading edge" as one of the "most important products shown at CT Demo/Expo Fall 98." See *Teleconnect* Nov. 1998, "Best of Show Picks," a true and correct copy of which is attached hereto as **Exhibit 2**. Other commentators awarded the uniQue product their "Best Call-Center Innovation" award and noted that Microlog was "taking more than just voice into the ACD, and going beyond even blended media. It sounds kind of pie-in-the-sky, but they made it work for us on the floor." See *Computer Telephony* Nov. 1998, "The Best of CT Demo & Expo 98," a true and correct copy of which is attached hereto as **Exhibit 3**.

18. In addition to the '509 patent, Microlog has been awarded eight other patents in the call and contact center management field over the past 20 years. Its patents are frequently cited by others in the industry for their novelty and contributions to the field.

## V. COUNT ONE

### **INFRINGEMENT BY CISCO SYSTEMS, INC.**

19. Microlog incorporates by reference its allegations in Paragraphs 1–18 as if fully restated in this paragraph.

20. Microlog is the assignee and owner of all right, title and interest to the '509 Patent. Microlog has the legal right to enforce the patent, sue for infringement, and seek equitable relief and damages.

21. Cisco Systems, Inc., without permission of Microlog, has been infringing and continues to infringe the '509 Patent as infringement is defined by 35 U.S.C. § 271(a). This infringement includes, but is not limited to, the acts of making, selling, offering for sale, and/or importing infringing products and services. Cisco Systems Inc.'s infringing products and services include, without limitation, the Cisco Intelligent Contact Management system, the Cisco Unified Contact Center system, and the methods more fully described by the '509 Patent.

22. Defendant Cisco Systems Inc. has indirectly infringed the '509 patent by inducing the infringement of the '509 patent and contributing to the infringement of the '509 patent. Defendant Cisco Systems Inc. has actively and knowingly induced infringement of the '509 patent by providing its customers and others with detailed explanations, instructions, information, and support services related to arrangements, applications, and uses of its products

and services that promote and demonstrate how to use its products and services in an infringing manner, and upon information and belief, those customers and others have used the products and services in an infringing manner.

23. Microlog practices the invention claimed in the '509 Patent and offers competing products and methods to the infringing equipment and methods made, sold, offered for sale, and/or imported by Cisco Systems, Inc. Cisco Systems Inc.'s wrongful conduct has caused Microlog to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions. On information and belief, Cisco Systems, Inc. will continue these infringing acts unless enjoined by this Court.

24. Microlog requests an award of its actual damages caused by such infringement pursuant to 35 U.S.C. § 284.

## **VI. COUNT TWO**

### **INFRINGEMENT BY ASPECT SOFTWARE, INC.**

25. Microlog incorporates by reference its allegations in Paragraphs 1–18 as if fully restated in this paragraph.

26. Microlog is the assignee and owner of all right, title and interest to the '509 Patent. Microlog has the legal right to enforce the patent, sue for infringement, and seek equitable relief and damages.

27. Aspect Software, Inc., without permission of Microlog, has been infringing and continues to infringe the '509 Patent as infringement is defined by 35 U.S.C. § 271(a). This

infringement includes, but is not limited to, the acts of making, selling, offering for sale, and/or importing infringing products and services. Aspect Software Inc.'s infringing products and services include, without limitation, the Aspect Unified IP system and the methods more fully described by the '509 Patent.

28. Defendant Aspect Software Inc. has indirectly infringed the '509 patent by inducing the infringement of the '509 patent and contributing to the infringement of the '509 patent. Defendant Aspect Software Inc. has actively and knowingly induced infringement of the '509 patent by providing its customers and others with detailed explanations, instructions, information, and support services related to arrangements, applications, and uses of its products and services that promote and demonstrate how to use its products and services in an infringing manner, and upon information and belief, those customers and others have used the products and services in an infringing manner.

29. Microlog practices the invention claimed in the '509 Patent and offers competing products and methods to the infringing equipment and methods made, sold, offered for sale, and/or imported by Aspect Software, Inc. Aspect Software Inc.'s wrongful conduct has caused Microlog to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions. On information and belief, Aspect Software, Inc. will continue these infringing acts unless enjoined by this Court.

30. Microlog requests an award of its actual damages caused by such infringement pursuant to 35 U.S.C. § 284.

## VII. COUNT THREE

### INFRINGEMENT BY RIGHTNOW TECHNOLOGIES, INC.

31. Microlog incorporates by reference its allegations in Paragraphs 1–18 as if fully restated in this paragraph.

32. Microlog is the assignee and owner of all right, title and interest to the '509 Patent. Microlog has the legal right to enforce the patent, sue for infringement, and seek equitable relief and damages.

33. RightNow Technologies, Inc., without permission of Microlog, has been infringing and continues to infringe the '509 Patent as infringement is defined by 35 U.S.C. § 271(a). This infringement includes, but is not limited to, the acts of making, selling, offering for sale, and/or importing infringing products and services. RightNow Technologies Inc.'s infringing products and services include, without limitation, the Dynamic Agent Desktop system and the methods more fully described by the '509 Patent.

34. Defendant RightNow Technologies Inc. has indirectly infringed the '509 patent by inducing the infringement of the '509 patent and contributing to the infringement of the '509 patent. Defendant RightNow Technologies Inc. has actively and knowingly induced infringement of the '509 patent by providing its customers and others with detailed explanations, instructions, information, and support services related to arrangements, applications, and uses of its products and services that promote and demonstrate how to use its products and services in an infringing manner, and upon information and belief, those customers and others have used the products and services in an infringing manner.



35. Microlog practices the invention claimed in the '509 Patent and offers competing products and methods to the infringing equipment and methods made, sold, offered for sale, and/or imported by RightNow Technologies, Inc. RightNow Technologies Inc.'s wrongful conduct has caused Microlog to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions. On information and belief, RightNow Technologies, Inc. will continue these infringing acts unless enjoined by this Court.

36. Microlog requests an award of its actual damages caused by such infringement pursuant to 35 U.S.C. § 284.

#### **VIII. COUNT FOUR**

##### **INFRINGEMENT BY MOXIE SOFTWARE, INC.**

37. Microlog incorporates by reference its allegations in Paragraphs 1–18 as if fully restated in this paragraph.

38. Microlog is the assignee and owner of all right, title and interest to the '509 Patent. Microlog has the legal right to enforce the patent, sue for infringement, and seek equitable relief and damages.

39. Moxie Software, Inc., without permission of Microlog, has been infringing and continues to infringe the '509 Patent as infringement is defined by 35 U.S.C. § 271(a). This infringement includes, but is not limited to, the acts of making, selling, offering for sale, and/or importing infringing products and services. Moxie Software Inc.'s infringing products and

services include, without limitation, the nGen CIM system, the Customer Spaces system, and the methods more fully described by the '509 Patent.

40. Defendant Moxie Software Inc. has indirectly infringed the '509 patent by inducing the infringement of the '509 patent and contributing to the infringement of the '509 patent. Defendant Moxie Software Inc. has actively and knowingly induced infringement of the '509 patent by providing its customers and others with detailed explanations, instructions, information, and support services related to arrangements, applications, and uses of its products and services that promote and demonstrate how to use its products and services in an infringing manner, and upon information and belief, those customers and others have used the products and services in an infringing manner.

41. Microlog practices the invention claimed in the '509 Patent and offers competing products and methods to the infringing equipment and methods made, sold, offered for sale, and/or imported by Moxie Software, Inc. Moxie Software Inc.'s wrongful conduct has caused Microlog to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions. On information and belief, Moxie Software, Inc. will continue these infringing acts unless enjoined by this Court.

42. Microlog requests an award of its actual damages caused by such infringement pursuant to 35 U.S.C. § 284.

**IX. COUNT FIVE**

**INFRINGEMENT BY CONTACT SOLUTIONS, INC.**

43. Microlog incorporates by reference its allegations in Paragraphs 1–18 as if fully restated in this paragraph.

44. Microlog is the assignee and owner of all right, title and interest to the '509 Patent. Microlog has the legal right to enforce the patent, sue for infringement, and seek equitable relief and damages.

45. Contact Solutions, Inc., without permission of Microlog, has been infringing and continues to infringe the '509 Patent as infringement is defined by 35 U.S.C. § 271(a). This infringement includes, but is not limited to, the acts of making, selling, offering for sale, and/or importing infringing products and services. Contact Solutions Inc.'s infringing products and services include, without limitation, the Contact Solutions hosted system, including Contact Solutions' Computer Telephony Interface (CTI), and the methods more fully described by the '509 Patent.

46. Defendant Contact Solutions Inc. has indirectly infringed the '509 patent by inducing the infringement of the '509 patent and contributing to the infringement of the '509 patent. Defendant Contact Solutions Inc. has actively and knowingly induced infringement of the '509 patent by providing its customers and others with detailed explanations, instructions, information, and support services related to arrangements, applications, and uses of its products and services that promote and demonstrate how to use its products and services in an infringing manner, and upon information and belief, those customers and others have used the products and services in an infringing manner.

47. Microlog practices the invention claimed in the '509 Patent and offers competing products and methods to the infringing equipment and methods made, sold, offered for sale, and/or imported by Contact Solutions, Inc. Contact Solutions Inc.'s wrongful conduct has caused Microlog to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions. On information and belief, Contact Solutions, Inc. will continue these infringing acts unless enjoined by this Court.

48. Microlog requests an award of its actual damages caused by such infringement pursuant to 35 U.S.C. § 284.

## **X. COUNT SIX**

### **INFRINGEMENT BY NATIONWIDE MUTUAL INSURANCE COMPANY**

49. Microlog incorporates by reference its allegations in Paragraphs 1–18 as if fully restated in this paragraph.

50. Microlog is the assignee and owner of all right, title and interest to the '509 Patent. Microlog has the legal right to enforce the patent, sue for infringement, and seek equitable relief and damages.

51. Nationwide Mutual Insurance Company, without permission of Microlog, has been and still is infringing the '509 Patent as infringement is defined by 35 U.S.C. § 271(a). This infringement includes, but is not limited to, the establishment and utilization of a contact support system for managing different media types and a common queue, as indicated, in part, by

Nationwide Mutual Insurance Company's implementation and utilization of the Moxie Customer Spaces system and the methods more fully described by the '509 Patent.

52. Microlog practices the invention claimed in the '509 Patent and offers competing products and methods to the infringing equipment and methods utilized by Nationwide Mutual Insurance Company.

53. Microlog requests an award of its actual damages caused by such infringement pursuant to 35 U.S.C. § 284.

## **XI. COUNT SEVEN**

### **INFRINGEMENT BY STONEBRIDGE LIFE INSURANCE COMPANY**

54. Microlog incorporates by reference its allegations in Paragraphs 1–18 as if fully restated in this paragraph.

55. Microlog is the assignee and owner of all right, title and interest to the '509 Patent. Microlog has the legal right to enforce the patent, sue for infringement, and seek equitable relief and damages.

56. Stonebridge Life Insurance Company, without permission of Microlog, has been and still is infringing the '509 Patent as infringement is defined by 35 U.S.C. § 271(a). This infringement includes, but is not limited to, the establishment and utilization of a contact support system for managing different media types and a common queue, as indicated, in part, by Stonebridge Life Insurance Company's implementation and utilization of the Cisco Unified Contact Center system and the methods more fully described by the '509 Patent.

57. Microlog practices the invention claimed in the '509 Patent and offers competing products and methods to the infringing equipment and methods utilized by Stonebridge Life Insurance Company.

58. Microlog requests an award of its actual damages caused by such infringement pursuant to 35 U.S.C. § 284.

**XII. COUNT EIGHT**  
**INFRINGEMENT BY FRITO-LAY, INC.**

59. Microlog incorporates by reference its allegations in Paragraphs 1–18 as if fully restated in this paragraph.

60. Microlog is the assignee and owner of all right, title and interest to the '509 Patent. Microlog has the legal right to enforce the patent, sue for infringement, and seek equitable relief and damages.

61. Frito-Lay, Inc., without permission of Microlog, has been and still is infringing the '509 Patent as infringement is defined by 35 U.S.C. § 271(a). This infringement includes, but is not limited to, the establishment and utilization of a contact support system for managing different media types and a common queue. On information and belief, Frito-Lay, Inc. implements and utilizes a contact management center solution provided by Genesys Telecommunications Laboratories, Inc. and the methods more fully described by the '509 Patent.

62. Microlog practices the invention claimed in the '509 Patent and offers competing products and methods to the infringing equipment and methods utilized by Frito-Lay, Inc.

63. Microlog requests an award of its actual damages caused by such infringement pursuant to 35 U.S.C. § 284.

### **XIII. COUNT NINE**

#### **INFRINGEMENT BY GENESYS TELECOMMUNICATIONS LABORATORIES, INC.**

64. Microlog incorporates by reference its allegations in Paragraphs 1–18 as if fully restated in this paragraph.

65. Microlog is the assignee and owner of all right, title and interest to the '509 Patent. Microlog has the legal right to enforce the patent, sue for infringement, and seek equitable relief and damages.

66. Genesys Telecommunications Laboratories, Inc. (“Genesys”) without permission of Microlog, has been infringing and continues to infringe the '509 Patent as infringement is defined by 35 U.S.C. § 271(a). This infringement includes, but is not limited to, the acts of making, selling, offering for sale, and/or importing infringing products and services. Genesys' infringing products and services include, without limitation, the Genesys CIM Platform and the methods more fully described by the '509 Patent.

67. Defendant Genesys has indirectly infringed the '509 patent by inducing the infringement of the '509 patent and contributing to the infringement of the '509 patent. Defendant Genesys has actively and knowingly induced infringement of the '509 patent by providing its customers and others with detailed explanations, instructions, information, and support services related to arrangements, applications, and uses of its products and services that promote and demonstrate how to use its products and services in an infringing manner, and upon

information and belief, those customers and others have used the products and services in an infringing manner.

68. Microlog practices the invention claimed in the '509 Patent and offers competing products and methods to the infringing equipment and methods made, sold, offered for sale, and/or imported by Genesys. Genesys' wrongful conduct has caused Microlog to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and importing the patented inventions. On information and belief, Genesys will continue these infringing acts unless enjoined by this Court.

69. Microlog requests an award of its actual damages caused by such infringement pursuant to 35 U.S.C. § 284.

#### **XIV. JURY DEMAND**

70. Plaintiff Microlog demands a trial by jury of all matters to which it is entitled to trial by jury, pursuant to FED. R. CIV. P. 38.

#### **XV. PRAYER FOR RELIEF**

WHEREFORE, Microlog prays for judgment and seeks relief against Defendants as follows:

- A. That the Court declare that the '509 Patent is infringed by all Defendants;
- B. That the Court award damages adequate to compensate Microlog for the patent infringement that has occurred, together with prejudgment and post-judgment interest and costs, and an ongoing royalty for continued infringement; and



- C. That the Court permanently enjoin all Defendants, their affiliates, agents, servants, employees, attorneys, representatives, successors and assigns, and all others in active concert or participation with them from infringing the Patents-in-Suit;
- D. That the Court awards such other relief as this Court deems just and proper.

Respectfully submitted,



Eric M. Albritton  
Texas State Bar No. 00790215  
ema@emafirm.com  
ALBRITTON LAW FIRM  
P.O. Box 2649  
Longview, Texas 75606  
Telephone: (903) 757-8449  
Facsimile: (903) 758-7397

Raymond W. Mort, III  
Texas State Bar No. 00791308  
rmort@dpehlaw.com  
Jay D. Ellwanger  
Texas State Bar No. 24036522  
jellwanger@dpelaw.com  
Stefanie Scott  
Texas State Bar No. 24061617  
sscott@dpelaw.com  
**DiNovo Price Ellwanger & Hardy LLP**  
7000 N. MoPac Expressway, Suite 350  
Austin, Texas 78731  
Telephone: (512) 539-2626  
Facsimile: (512) 539-2627


T. John Ward, Jr.  
Texas State Bar No. 00794818  
jw@wsfirm.com  
Wesley Hill  
Texas State Bar No. 24032294  
wh@wsfirm.com

WARD & SMITH LAW FIRM  
P.O. Box 1231  
Longview, Texas 75606-1231  
Telephone: (903) 757-6400  
Facsimile: (903) 757-2323

*Counsel for Microlog Corp.*

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this motion was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed. R. Civ. P. 5(d) and Local Rule CV-5(e), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by certified mail, return receipt requested, on this the 21st day of March 2012.

  
Eric M. Albritton