

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

2013 NOV -7 P 12:07

SAMPO IP, LLC,

Plaintiff,

v.

BLACKBOARD, INC., and

SALESFORCE.COM, INC.

Defendants.

CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

Civil Action No.

2:13cv601
AWA/DEM

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, Sampo IP, LLC (“Sampo”), for its Complaint of patent infringement, alleges as follows:

NATURE OF THE ACTION

This is an action for patent infringement of United States Patent No. 6,161,149 (the “149 Patent”), United States Patent No. 6,772,229 (the “229 Patent”), and United States Patent No. 8,015,495 (the “495 Patent”) (collectively, the “Patents-in-Suit”) under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.*, and seeking damages and injunctive and other relief under 35 U.S.C. § 281, *et seq.*

The Parties

1. Sampo is a Virginia limited liability company with its principal place of business located at 2331 Mill Road, Suite 100, Alexandria, Virginia 22314.
2. On information and belief, Blackboard, Inc. (“Blackboard”) is a Delaware corporation with its principal place of business at 650 Massachusetts Avenue NW, Washington,

D.C. 20001. Blackboard and its affiliates and subsidiaries provide e-learning software services and have locations all over the world, including Northern Virginia.

3. On information and belief, Salesforce.com, Inc. ("Salesforce") is a Delaware corporation with its principle place of business at One Market Plaza, Suite 300, San Francisco, California 94105. Salesforce is a global cloud computer company specializing in "software as a service" ("SAAS") with major offices all over the world, including two data centers located in Northern Virginia.

Jurisdiction and Venue

4. This is an action for patent infringement arising under the Patent Laws of the United States, Title 35 of the United States Code.

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because the action concerns the infringement of United States patents.

6. Upon information and belief, this Court has personal jurisdiction over Blackboard because Blackboard conducts substantial business in this district, directly or through intermediaries, including (i) at least a portion of the infringements alleged herein, and (ii) regularly doing or soliciting business in this district, engaging in other persistent courses of conduct in this forum, deriving substantial revenue from goods and services provided to individuals in this forum, maintaining continuous and systematic contacts with this forum, and/or purposefully availing itself of the privileges of doing business in Virginia.

7. Venue is proper in this judicial district as to Blackboard pursuant to 28 U.S.C. §§ 1391 and 1400(b) because, among other reasons, Blackboard is subject to personal jurisdiction in this district, Blackboard has facilities and employees in this district, and Blackboard has committed and continues to commit acts of patent infringement in this district.

On information and belief, for example, Blackboard has used, sold, offered for sale, and/or imported infringing products and services in this district.

8. Upon information and belief, this Court has personal jurisdiction over Salesforce because Salesforce conducts substantial business in this district, directly or through intermediaries, including (i) at least a portion of the infringements alleged herein, and (ii) regularly doing or soliciting business in this district, engaging in other persistent courses of conduct in this forum, deriving substantial revenue from goods and services provided to individuals in this forum, maintaining continuous and systematic contacts with this forum, and/or purposefully availing itself of the privileges of doing business in Virginia. Salesforce operates at least two major data centers in Northern Virginia.

9. Venue is proper in this judicial district as to Salesforce pursuant to 28 U.S.C. §§ 1391 and 1400(b) because, among other reasons, Salesforce is subject to personal jurisdiction in this District and Salesforce has committed and continues to commit acts of patent infringement in this District. On information and belief, for example, Salesforce has used, sold, offered for sale, and/or imported infringing products and services in this District.

The Patents-In-Suit

10. Sampo is the owner by assignment of the '149 Patent, entitled "Centrifugal Communication and Collaboration Method," which the United States Patent & Trademark Office duly issued on December 12, 2000. A true and correct copy of the '149 Patent is attached hereto as Exhibit A.

11. Sampo is the owner by assignment of the '229 Patent, entitled "Centrifugal Communication and Collaboration Method," which the United States Patent & Trademark Office

duly issued on August 3, 2004. A true and correct copy of the '229 Patent is attached hereto as Exhibit B.

12. Sampo is the owner by assignment of the '495 Patent, entitled "Centrifugal Communication and Collaboration Method," which the United States Patent & Trademark Office duly issued on September 6, 2011. A true and correct copy of the '495 Patent is attached hereto as Exhibit C.

Factual Background

13. The inventions of the Patents-in-Suit are applicable to, among other things, transmitting, receiving and distributing information among peripheral computing devices using a central agent. The central agent selectively pushes notices to peripheral devices, allowing peripheral devices to access certain information. The inventions facilitate asynchronous collaboration among participants, and allow certain participants to receive certain information while preventing other participants from receiving the information.

14. For example, and without limitation, the inventions of the Patents-in-Suit are applicable to a central agent that receives information from and transmits information to peripheral computing devices of members of a group. The central agent receives information from a computing device of a first member of a group, the information indicating to which other members certain information is relevant. The central agent then sends a notice to only the selected members, and allows access to information to only those selected members. Similarly, the central agent may receive additional information from another member of the group, the information indicating to which other members certain information is relevant. The central agent then sends a notice only to the selected members, and allows access to information to only those selected members.

15. For another example, without limitation, the inventions of the Patents-in-Suit are applicable to a central agent that receives information from and transmits information to peripheral computing devices of participants in a distributed application. The central agent receives information from a computing device of a first participant, the information indicating to which other participants certain information is relevant. The central agent then sends a notice to only the selected participants, and allows access to information to only those selected participants. Similarly, the central agent may receive additional information from another participant, the information indicating to which other participants certain information is relevant. The central agent then sends a notice to only the selected participants, and allows access to information to only those selected participants.

Blackboard's Infringing Products and Methods

16. Upon information and belief, Blackboard's products, including without limitation Blackboard Collaborate, Blackboard Learn and Blackboard Learn for Salesforce, use an online communication system which offers a distributed discussion group communication system whereby the users of such systems, via a network of computing devices linked by a network, are able to communicate with one another using such computing devices. The computing devices include computers and cellular telephones and are capable of transmitting and receiving information.

17. The system has a central agent (e.g., Blackboard server system) that can receive information from, and transmit information to, the computing devices of the users. The central agent pushes notices to selected users. The users' computing devices are linked or networked to the Blackboard central agent. With respect to Blackboard Learn for Salesforce, the users' computer devices are linked or networked to the Blackboard and/or Salesforce central agent.

18. By way of example, the information communicated between users can be used to send messages either to all members of a group or a set of members within a group to facilitate communication within the group. A first user is able to input information intended for a second user into the first user's computing device. Blackboard's system will, based upon the information provided by the first user, generate a notice to a second user and allow the second user to access the information from the first user. A second user is able to input information intended for a third user into the second user's computing device. Blackboard's system will, based upon the information provided by the second user, generate a notice to a third user and allow the third user to access to the information from the second user.

19. By way of another example, Blackboard's system stores first and second information. Blackboard's system pushes notices to group participants, (i) allowing a first group participant to access the first information, while suppressing access to the first information to a second group participant, and (ii) allowing the second group participant to access the second information while suppressing access to the second information to the first group participant.

Salesforce's Infringing Products and Methods

20. Upon information and belief, Salesforce's products, including without limitation Salesforce Chatter, use an online communication system which offers a distributed discussion group communication system whereby the users of such systems, via a network of computing devices linked by a network, are able to communicate with one another using such computing devices. The computing devices include computers and cellular telephones and are capable of transmitting and receiving information.

21. The system has a central agent (e.g., Salesforce server system) that can receive information from, and transmit information to, the computing devices of the users. The central

agent pushes notices to selected users. The users' computing devices are linked or networked to the Salesforce central agent. With respect to Blackboard Learn for Salesforce, the users' computer devices are linked or networked to the Salesforce and/or Blackboard central agent.

22. By way of example, the information communicated between users can be used to send messages either to all members of a group or a set of members within a group to facilitate communication within the group. A first user is able to input information intended for a second user into the first user's computing device. Salesforce's system will, based upon the information provided by the first user, generate a notice to a second user and allow the second user to access the information from the first user. A second user is able to input information intended for a third user into the second user's computing device. Salesforce's system will, based upon the information provided by the second user, generate a notice to a third user and allow the third user to access to the information from the second user.

23. By way of another example, Salesforce's system stores first and second information. Salesforce's system pushes notices to group participants, (i) allowing a first group participant to access the first information, while suppressing access to the first information to a second group participant, and (ii) allowing the second group participant to access the second information while suppressing access to the second information to the first group participant.

Blackboard and Salesforce Joint and Several Liability

24. With respect to the infringing Blackboard Learn for Salesforce product, Blackboard purports to have "joined forces" with Salesforce to develop the product. Blackboard further purports that it "integrated Salesforce.com's Chatter social media platform into its tool," and that the product is "integrated" with force.com (a Salesforce platform) and "integrated within Salesforce.com."

25. On information and belief, the Blackboard Learn for Salesforce product incorporates and integrates Salesforce's infringing Chatter product. Moreover, the Blackboard Learn for Salesforce product runs on Salesforce's platform and servers.

26. At least with respect to the Blackboard Learn for Salesforce product, Blackboard sells and offers for sale the infringing Salesforce Chatter communication system as an integrated part of Blackboard Learn for Salesforce. On information and belief, Salesforce's infringing Chatter product was made and designed by Salesforce and provided to Blackboard by Salesforce. In view of Blackboard's sales of infringing products made by Salesforce, Blackboard and Salesforce are jointly and severally liable for the infringement of the Blackboard Learn for Salesforce product and the Salesforce Chatter product incorporated therein.

27. In addition to providing its infringing Chatter product to Blackboard, Salesforce also sells and offers for sale the infringing Chatter product to other entities.

28. At least with respect to the Blackboard Learn for Salesforce product and the Salesforce Chatter product, questions of fact common to both Blackboard and Salesforce will arise in this action because the same infringing communication system is incorporated in both products.

COUNT I: INFRINGEMENT OF THE '149 PATENT

29. Plaintiff incorporates paragraphs 1-28 herein by reference as if set forth here in full.

30. Upon information and belief, Blackboard has been and is currently directly infringing one or more claims of the '149 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, the aforementioned online communication system. For example, and without limitation, Blackboard

directly infringed and continues to directly infringe the '149 Patent in this judicial district and elsewhere in the United States. Blackboard's direct infringement includes, without limitation, (i) making and using the apparatus of claim 1 and claims dependent thereon, and (ii) practicing the method of claim 14 and claims dependent thereon.

31. Blackboard also directly infringes one or more claims of the '149 Patent by directing and/or controlling its employees, executives, users, agents, affiliates, suppliers and customers to use the aforementioned online communication system within the United States.

32. Blackboard also directly infringes one or more claims of the '149 Patent by providing a website for users and/or providing applications that are downloadable on peripheral computing devices, thus putting the aforementioned online communication system into use.

33. By using the methods claimed in the '149 Patent and by making and/or using the aforementioned online communication system, Blackboard has been and is now directly infringing under 35 U.S.C. § 271 one or more claims of the '149 Patent, either literally or under the doctrine of equivalents.

34. Upon information and belief, upon knowledge of the '149 Patent (at least since the filing date of this Complaint), Blackboard is contributing to the infringement of the '149 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, agents, users and affiliates to make, use, sell and/or offer for sale Blackboard's aforementioned online communication system that constitutes infringement of one or more claims of the '149 Patent. There are no substantial uses of the aforementioned online communication system that do not infringe one or more claims of the '149 Patent. Blackboard's website and downloadable applications that Blackboard provides to its customers, for example, have no substantial non-infringing uses.

35. By contributing to its customers', suppliers', agents', users' and affiliates' use of the methods claimed in the '149 Patent and their making and/or using the aforementioned online communication system, Blackboard has been and is now indirectly infringing under 35 U.S.C. § 271(c) one or more claims of the '149 Patent, either literally or under the doctrine of equivalents.

36. Upon information and belief, upon knowledge of the '149 Patent (at least since the filing date of this Complaint), Blackboard is inducing infringement of the '149 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, users, agents and affiliates to make, use, sell and/or offer for sale Blackboard's aforementioned online communication system in a manner that constitutes infringement of one or more claims of the '149 Patent.

37. To the extent that Blackboard's customers can be considered to put the aforementioned communication system into use, then Blackboard would also be inducing infringement of the '149 Patent by, among other things, knowingly and with intent (at least since the filing date of this Complaint), actively encouraging its customers to make and use Blackboard's aforementioned online communication system in a manner that constitutes infringement of one or more claims of the '149 Patent.

38. By inducing its customers', suppliers', users', agents' and affiliates' use of the methods claimed in the '149 Patent and their making and/or using the aforementioned online communication system, Blackboard has been and is now indirectly infringing under 35 U.S.C. § 271(b) one or more claims of the '149 Patent, either literally or under the doctrine of equivalents.

39. As a result of Blackboard's unlawful infringement of the '149 Patent, Sampo has suffered and will continue to suffer damage. Sampo is entitled to recover from Blackboard the damages adequate to compensate for such infringement, which have yet to be determined.

40. Any further manufacturing, sales, offers for sale, uses, or importation by Blackboard of the aforementioned communication systems will demonstrate a deliberate and conscious decision to infringe the '149 Patent or, at the very least, a reckless disregard of Sampo's patent rights. If Blackboard continues to manufacture, use, offer to sell, sell, and/or import the aforementioned communication systems following its notice of the '149 Patent claims, Blackboard's infringement will be willful and Sampo will be entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

41. Blackboard will continue to infringe the '149 Patent unless and until it is enjoined by this Court.

42. Blackboard, by way of its infringing activities, has caused and continues to cause Sampo to suffer damages in an amount to be determined at trial. Sampo has no adequate remedy at law against Blackboard's acts of infringement and, unless Blackboard is enjoined from its infringement of the '149 Patent, Sampo will suffer irreparable harm.

43. Upon information and belief, Salesforce has been and is currently directly infringing one or more claims of the '149 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, the aforementioned online communication system. For example, and without limitation, Salesforce directly infringed and continues to directly infringe the '149 Patent in this judicial district and elsewhere in the United States. Salesforce's direct infringement includes, without limitation, (i)

making and using the apparatus of claim 1 and claims dependent thereon, and (ii) practicing the method of claim 14 and claims dependent thereon.

44. Salesforce also directly infringes one or more claims of the '149 Patent by directing and/or controlling its employees, executives, users, agents, affiliates, suppliers and customers to use the aforementioned online communication system within the United States.

45. Salesforce also directly infringes one or more claims of the '149 Patent by providing a website for users and/or providing applications that are downloadable on peripheral computing devices, thus putting the aforementioned online communication system into use.

46. By using the methods claimed in the '149 Patent and by making and/or using the aforementioned online communication system, Salesforce has been and is now directly infringing under 35 U.S.C. § 271 one or more claims of the '149 Patent, either literally or under the doctrine of equivalents.

47. Upon information and belief, upon knowledge of the '149 Patent (at least since the filing date of this Complaint), Salesforce is contributing to the infringement of the '149 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, agents, users and affiliates to make, use, sell and/or offer for sale Salesforce's aforementioned online communication system that constitutes infringement of one or more claims of the '149 Patent. There are no substantial uses of the aforementioned online communication system that do not infringe one or more claims of the '149 Patent. Salesforce's website and downloadable applications that Salesforce provides to its customers, for example, have no substantial non-infringing uses.

48. By contributing to its customers', suppliers', agents', users' and affiliates' use of the methods claimed in the '149 Patent and their making and/or using the aforementioned online

communication system, Salesforce has been and is now indirectly infringing under 35 U.S.C. § 271(c) one or more claims of the '149 Patent, either literally or under the doctrine of equivalents.

49. Upon information and belief, upon knowledge of the '149 Patent (at least since the filing date of this Complaint), Salesforce is inducing infringement of the '149 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, users, agents and affiliates to make, use, sell and/or offer for sale Salesforce's aforementioned online communication system in a manner that constitutes infringement of one or more claims of the '149 Patent.

50. To the extent that Salesforce's customers can be considered to put the aforementioned communication system into use, then Salesforce would also be inducing infringement of the '149 Patent by, among other things, knowingly and with intent (at least since the filing date of this Complaint), actively encouraging its customers to make and use Salesforce's aforementioned online communication system in a manner that constitutes infringement of one or more claims of the '149 Patent.

51. By inducing its customers', suppliers', users', agents' and affiliates' use of the methods claimed in the '149 Patent and their making and/or using the aforementioned online communication system, Salesforce has been and is now indirectly infringing under 35 U.S.C. § 271(b) one or more claims of the '149 Patent, either literally or under the doctrine of equivalents.

52. As a result of Salesforce's unlawful infringement of the '149 Patent, Sampo has suffered and will continue to suffer damage. Sampo is entitled to recover from Salesforce the damages adequate to compensate for such infringement, which have yet to be determined.

53. Any further manufacturing, sales, offers for sale, uses, or importation by Salesforce of the aforementioned communication systems will demonstrate a deliberate and conscious decision to infringe the '149 Patent or, at the very least, a reckless disregard of Sampo's patent rights. If Salesforce continues to manufacture, use, offer to sell, sell, and/or import the aforementioned communication systems following its notice of the '149 Patent claims, Salesforce's infringement will be willful and Sampo will be entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

54. Salesforce will continue to infringe the '149 Patent unless and until it is enjoined by this Court.

55. Salesforce, by way of its infringing activities, has caused and continues to cause Sampo to suffer damages in an amount to be determined at trial. Sampo has no adequate remedy at law against Salesforce's acts of infringement and, unless Salesforce is enjoined from its infringement of the '149 Patent, Sampo will suffer irreparable harm.

COUNT II: INFRINGEMENT OF THE '229 PATENT

56. Plaintiff incorporates paragraphs 1-55 herein by reference as if set forth here in full.

57. Upon information and belief, Blackboard has been and is currently directly infringing one or more claims of the '229 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, the aforementioned online communication system. For example, and without limitation, Blackboard directly infringed and continues to directly infringe the '229 Patent in this judicial district and elsewhere in the United States. Blackboard's direct infringement includes, without limitation, (i)

making and using the apparatus of one or more of claims 1, and dependant claims thereon, and 52-55, and (ii) practicing the method of one or more of claims 22 and claims dependent thereon.

58. Blackboard also directly infringes one or more claims of the '229 Patent by directing and/or controlling its employees, executives, users, agents, affiliates, suppliers and customers to use the aforementioned online communication system within the United States.

59. Blackboard also directly infringes one or more claims of the '229 Patent by providing a website for users and/or providing applications that are downloadable on peripheral computing devices, thus putting the aforementioned online communication system into use.

60. By using the methods claimed in the '229 Patent and by making and/or using the aforementioned online communication system, Blackboard has been and is now directly infringing under 35 U.S.C. § 271 one or more claims of the '229 Patent, either literally or under the doctrine of equivalents.

61. Upon information and belief, upon knowledge of the '229 Patent (at least since the filing date of this Complaint), Blackboard is contributing to the infringement of the '229 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, agents, users and affiliates to make, use, sell and/or offer for sale Blackboard's aforementioned online communication system that constitutes infringement of one or more claims of the '229 Patent. There are no substantial uses of the aforementioned online communication system that do not infringe one or more claims of the '229 Patent. Blackboard's website and downloadable applications that Blackboard provides to its customers, for example, have no substantial non-infringing uses.

62. By contributing to its customers', suppliers', agents', users' and affiliates' use of the methods claimed in the '229 Patent and their making and/or using the aforementioned online

communication system, Blackboard has been and is now indirectly infringing under 35 U.S.C. § 271(c) one or more claims of the '229 Patent, either literally or under the doctrine of equivalents.

63. Upon information and belief, upon knowledge of the '229 Patent (at least since the filing date of this Complaint), Blackboard is inducing infringement of the '229 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, users, agents and affiliates to make, use, sell and/or offer for sale Blackboard's aforementioned online communication system in a manner that constitutes infringement of one or more claims of the '229 Patent.

64. To the extent that Blackboard's customers can be considered to put the aforementioned communication system into use, then Blackboard would also be inducing infringement of the '229 Patent by, among other things, knowingly and with intent (at least since the filing date of this Complaint), actively encouraging its customers to make and use Blackboard's aforementioned online communication system in a manner that constitutes infringement of one or more claims of the '229 Patent.

65. By inducing its customers', suppliers', users', agents' and affiliates' use of the methods claimed in the '229 Patent and their making and/or using the aforementioned online communication system, Blackboard has been and is now indirectly infringing under 35 U.S.C. § 271(b) one or more claims of the '229 Patent, either literally or under the doctrine of equivalents.

66. As a result of Blackboard's unlawful infringement of the '229 Patent, Sampo has suffered and will continue to suffer damage. Sampo is entitled to recover from Blackboard the damages adequate to compensate for such infringement, which have yet to be determined.

67. Any further manufacturing, sales, offers for sale, uses, or importation by Blackboard of the aforementioned communication systems will demonstrate a deliberate and conscious decision to infringe the '229 Patent or, at the very least, a reckless disregard of Sampo's patent rights. If Blackboard continues to manufacture, use, offer to sell, sell, and/or import the aforementioned communication systems following its notice of the '229 Patent claims, Blackboard's infringement will be willful and Sampo will be entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

68. Blackboard will continue to infringe the '229 Patent unless and until it is enjoined by this Court.

69. Blackboard, by way of its infringing activities, has caused and continues to cause Sampo to suffer damages in an amount to be determined at trial. Sampo has no adequate remedy at law against Blackboard's acts of infringement and, unless Blackboard is enjoined from its infringement of the '229 Patent, Sampo will suffer irreparable harm.

70. Upon information and belief, Salesforce has been and is currently directly infringing one or more claims of the '229 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, the aforementioned online communication system. For example, and without limitation, Salesforce directly infringed and continues to directly infringe the '229 Patent in this judicial district and elsewhere in the United States. Salesforce's direct infringement includes, without limitation, (i) making and using the apparatus of one or more of claims 1, and dependant claims thereon, and 52-55, and (ii) practicing the method of one or more of claims 22 and claims dependent thereon.

71. Salesforce also directly infringes one or more claims of the '229 Patent by directing and/or controlling its employees, executives, users, agents, affiliates, suppliers and customers to use the aforementioned online communication system within the United States.

72. Salesforce also directly infringes one or more claims of the '229 Patent by providing a website for users and/or providing applications that are downloadable on peripheral computing devices, thus putting the aforementioned online communication system into use.

73. By using the methods claimed in the '229 Patent and by making and/or using the aforementioned online communication system, Salesforce has been and is now directly infringing under 35 U.S.C. § 271 one or more claims of the '229 Patent, either literally or under the doctrine of equivalents.

74. Upon information and belief, upon knowledge of the '229 Patent (at least since the filing date of this Complaint), Salesforce is contributing to the infringement of the '229 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, agents, users and affiliates to make, use, sell and/or offer for sale Salesforce's aforementioned online communication system that constitutes infringement of one or more claims of the '229 Patent. There are no substantial uses of the aforementioned online communication system that do not infringe one or more claims of the '229 Patent. Salesforce's website and downloadable applications that Salesforce provides to its customers, for example, have no substantial non-infringing uses.

75. By contributing to its customers', suppliers', agents', users' and affiliates' use of the methods claimed in the '229 Patent and their making and/or using the aforementioned online communication system, Salesforce has been and is now indirectly infringing under 35 U.S.C.

§ 271(c) one or more claims of the '229 Patent, either literally or under the doctrine of equivalents.

76. Upon information and belief, upon knowledge of the '229 Patent (at least since the filing date of this Complaint), Salesforce is inducing infringement of the '229 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, users, agents and affiliates to make, use, sell and/or offer for sale Salesforce's aforementioned online communication system in a manner that constitutes infringement of one or more claims of the '229 Patent.

77. To the extent that Salesforce's customers can be considered to put the aforementioned communication system into use, then Salesforce would also be inducing infringement of the '229 Patent by, among other things, knowingly and with intent (at least since the filing date of this Complaint), actively encouraging its customers to make and use Salesforce's aforementioned online communication system in a manner that constitutes infringement of one or more claims of the '229 Patent.

78. By inducing its customers', suppliers', users', agents' and affiliates' use of the methods claimed in the '229 Patent and their making and/or using the aforementioned online communication system, Salesforce has been and is now indirectly infringing under 35 U.S.C. § 271(b) one or more claims of the '229 Patent, either literally or under the doctrine of equivalents.

79. As a result of Salesforce's unlawful infringement of the '229 Patent, Sampo has suffered and will continue to suffer damage. Sampo is entitled to recover from Salesforce the damages adequate to compensate for such infringement, which have yet to be determined.

80. Any further manufacturing, sales, offers for sale, uses, or importation by Salesforce of the aforementioned communication systems will demonstrate a deliberate and conscious decision to infringe the '229 Patent or, at the very least, a reckless disregard of Sampo's patent rights. If Salesforce continues to manufacture, use, offer to sell, sell, and/or import the aforementioned communication systems following its notice of the '229 Patent claims, Salesforce's infringement will be willful and Sampo will be entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

81. Salesforce will continue to infringe the '229 Patent unless and until it is enjoined by this Court.

82. Salesforce, by way of its infringing activities, has caused and continues to cause Sampo to suffer damages in an amount to be determined at trial. Sampo has no adequate remedy at law against Salesforce's acts of infringement and, unless Salesforce is enjoined from its infringement of the '229 Patent, Sampo will suffer irreparable harm.

COUNT III: INFRINGEMENT OF THE '495 PATENT

83. Plaintiff incorporates paragraphs 1-82 herein by reference as if set forth here in full.

84. Upon information and belief, Blackboard has been and is currently directly infringing one or more claims of the '495 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, the aforementioned online communication system. For example, and without limitation, Blackboard directly infringed and continues to directly infringe the '495 Patent in this judicial district and elsewhere in the United States. Blackboard's direct infringement includes, without limitation, (i)

making and using the apparatus of claim 16 and claims dependent thereon, and (ii) practicing the method of claim 1 and claims dependent thereon.

85. Blackboard also directly infringes one or more claims of the '495 Patent by directing and/or controlling its employees, executives, users, agents, affiliates, suppliers and customers to use the aforementioned online communication system within the United States.

86. Blackboard also directly infringes one or more claims of the '495 Patent by providing a website for users and/or providing applications that are downloadable on peripheral computing devices, thus putting the aforementioned online communication system into use.

87. By using the methods claimed in the '495 Patent and by making and/or using the aforementioned online communication system, Blackboard has been and is now directly infringing under 35 U.S.C. § 271 one or more claims of the '495 Patent, either literally or under the doctrine of equivalents.

88. Upon information and belief, upon knowledge of the '495 Patent (at least since the filing date of this Complaint), Blackboard is contributing to the infringement of the '495 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, agents, users and affiliates to make, use, sell and/or offer for sale Blackboard's aforementioned online communication system that constitutes infringement of one or more claims of the '495 Patent. There are no substantial uses of the aforementioned online communication system that do not infringe one or more claims of the '495 Patent. Blackboard's website and downloadable applications that Blackboard provides to its customers, for example, have no substantial non-infringing uses.

89. By contributing to its customers', suppliers', agents', users' and affiliates' use of the methods claimed in the '495 Patent and their making and/or using the aforementioned online

communication system, Blackboard has been and is now indirectly infringing under 35 U.S.C. § 271(c) one or more claims of the '495 Patent, either literally or under the doctrine of equivalents.

90. Upon information and belief, upon knowledge of the '495 Patent (at least since the filing date of this Complaint), Blackboard is inducing infringement of the '495 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, users, agents and affiliates to make, use, sell and/or offer for sale Blackboard's aforementioned online communication system in a manner that constitutes infringement of one or more claims of the '495 Patent.

91. To the extent that Blackboard's customers can be considered to put the aforementioned communication system into use, then Blackboard would also be inducing infringement of the '495 Patent by, among other things, knowingly and with intent (at least since the filing date of this Complaint), actively encouraging its customers to make and use Blackboard's aforementioned online communication system in a manner that constitutes infringement of one or more claims of the '495 Patent.

92. By inducing its customers', suppliers', users', agents' and affiliates' use of the methods claimed in the '495 Patent and their making and/or using the aforementioned online communication system, Blackboard has been and is now indirectly infringing under 35 U.S.C. § 271(b) one or more claims of the '495 Patent, either literally or under the doctrine of equivalents.

93. As a result of Blackboard's unlawful infringement of the '495 Patent, Sampo has suffered and will continue to suffer damage. Sampo is entitled to recover from Blackboard the damages adequate to compensate for such infringement, which have yet to be determined.

94. Any further manufacturing, sales, offers for sale, uses, or importation by Blackboard of the aforementioned communication systems will demonstrate a deliberate and conscious decision to infringe the '495 Patent or, at the very least, a reckless disregard of Sampo's patent rights. If Blackboard continues to manufacture, use, offer to sell, sell, and/or import the aforementioned communication systems following its notice of the '495 Patent claims, Blackboard's infringement will be willful and Sampo will be entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

95. Blackboard will continue to infringe the '495 Patent unless and until it is enjoined by this Court.

96. Blackboard, by way of its infringing activities, has caused and continues to cause Sampo to suffer damages in an amount to be determined at trial. Sampo has no adequate remedy at law against Blackboard's acts of infringement and, unless Blackboard is enjoined from its infringement of the '495 Patent, Sampo will suffer irreparable harm.

97. Upon information and belief, Salesforce has been and is currently directly infringing one or more claims of the '495 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, the aforementioned online communication system. For example, and without limitation, Salesforce directly infringed and continues to directly infringe the '495 Patent in this judicial district and elsewhere in the United States. Salesforce's direct infringement includes, without limitation, (i) making and using the apparatus of claim 16 and claims dependent thereon, and (ii) practicing the method of claim 1 and claims dependent thereon.

98. Salesforce also directly infringes one or more claims of the '495 Patent by directing and/or controlling its employees, executives, users, agents, affiliates, suppliers and customers to use the aforementioned online communication system within the United States.

99. Salesforce also directly infringes one or more claims of the '495 Patent by providing a website for users and/or providing applications that are downloadable on peripheral computing devices, thus putting the aforementioned online communication system into use.

100. By using the methods claimed in the '495 Patent and by making and/or using the aforementioned online communication system, Salesforce has been and is now directly infringing under 35 U.S.C. § 271 one or more claims of the '495 Patent, either literally or under the doctrine of equivalents.

101. Upon information and belief, upon knowledge of the '495 Patent (at least since the filing date of this Complaint), Salesforce is contributing to the infringement of the '495 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, agents, users and affiliates to make, use, sell and/or offer for sale Salesforce's aforementioned online communication system that constitutes infringement of one or more claims of the '495 Patent. There are no substantial uses of the aforementioned online communication system that do not infringe one or more claims of the '495 Patent. Salesforce's website and downloadable applications that Salesforce provides to its customers, for example, have no substantial non-infringing uses.

102. By contributing to its customers', suppliers', agents', users' and affiliates' use of the methods claimed in the '495 Patent and their making and/or using the aforementioned online communication system, Salesforce has been and is now indirectly infringing under 35 U.S.C.

§ 271(c) one or more claims of the '495 Patent, either literally or under the doctrine of equivalents.

103. Upon information and belief, upon knowledge of the '495 Patent (at least since the filing date of this Complaint), Salesforce is inducing infringement of the '495 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, users, agents and affiliates to make, use, sell and/or offer for sale Salesforce's aforementioned online communication system in a manner that constitutes infringement of one or more claims of the '495 Patent.

104. To the extent that Salesforce's customers can be considered to put the aforementioned communication system into use, then Salesforce would also be inducing infringement of the '495 Patent by, among other things, knowingly and with intent (at least since the filing date of this Complaint), actively encouraging its customers to make and use Salesforce's aforementioned online communication system in a manner that constitutes infringement of one or more claims of the '495 Patent.

105. By inducing its customers', suppliers', users', agents' and affiliates' use of the methods claimed in the '495 Patent and their making and/or using the aforementioned online communication system, Salesforce has been and is now indirectly infringing under 35 U.S.C. § 271(b) one or more claims of the '495 Patent, either literally or under the doctrine of equivalents.

106. As a result of Salesforce's unlawful infringement of the '495 Patent, Sampo has suffered and will continue to suffer damage. Sampo is entitled to recover from Salesforce the damages adequate to compensate for such infringement, which have yet to be determined.

107. Any further manufacturing, sales, offers for sale, uses, or importation by Salesforce of the aforementioned communication systems will demonstrate a deliberate and conscious decision to infringe the '495 Patent or, at the very least, a reckless disregard of Sampo's patent rights. If Salesforce continues to manufacture, use, offer to sell, sell, and/or import the aforementioned communication systems following its notice of the '495 Patent claims, Salesforce's infringement will be willful and Sampo will be entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

108. Salesforce will continue to infringe the '495 Patent unless and until it is enjoined by this Court.

109. Salesforce, by way of its infringing activities, has caused and continues to cause Sampo to suffer damages in an amount to be determined at trial. Sampo has no adequate remedy at law against Salesforce's acts of infringement and, unless Salesforce is enjoined from its infringement of the '495 Patent, Sampo will suffer irreparable harm.

PRAYER FOR RELIEF

WHEREFORE, Sampo respectfully requests that this Court enter judgment in its favor as follows:

A. Holding that Blackboard has directly infringed, literally and/or under the doctrine of equivalents, the claims of the '149 Patent;

B. Holding that Blackboard has indirectly infringed, literally and/or under the doctrine of equivalents, the claims of the '149 Patent;

C. Holding that Blackboard has directly infringed, literally and/or under the doctrine of equivalents, the claims of the '229 Patent;

D. Holding that Blackboard has indirectly infringed, literally and/or under the doctrine of equivalents, the claims of the '229 Patent;

E. Holding that Blackboard has directly infringed, literally and/or under the doctrine of equivalents, the claims of the '495 Patent;

F. Holding that Blackboard has indirectly infringed, literally and/or under the doctrine of equivalents, the claims of the '495 Patent;

G. Permanently enjoining Blackboard and its officers, directors, agents, servants, employees, affiliates, divisions, branches, subsidiaries, parents and all others acting in concert or privity with any of them from infringing, inducing the infringement of, or contributing to the infringement of the '149 Patent;

H. Permanently enjoining Blackboard and its officers, directors, agents, servants, employees, affiliates, divisions, branches, subsidiaries, parents and all others acting in concert or privity with any of them from infringing, inducing the infringement of, or contributing to the infringement of the '229 Patent;

I. Permanently enjoining Blackboard and its officers, directors, agents, servants, employees, affiliates, divisions, branches, subsidiaries, parents and all others acting in concert or privity with any of them from infringing, inducing the infringement of, or contributing to the infringement of the '495 Patent;

J. Permanently enjoining the use of Blackboard's online communication system created using the patented methods of the Patents-in-Suit;

K. Awarding to Sampo the damages to which it is entitled under 35 U.S.C. § 284 for Blackboard's past infringement and any continuing or future infringement up until the date

Blackboard is finally and permanently enjoined from further infringement, including both compensatory damages and treble damages for willful infringement;

L. Holding that Salesforce has directly infringed, literally and/or under the doctrine of equivalents, the claims of the '149 Patent;

M. Holding that Salesforce has indirectly infringed, literally and/or under the doctrine of equivalents, the claims of the '149 Patent;

N. Holding that Salesforce has directly infringed, literally and/or under the doctrine of equivalents, the claims of the '229 Patent;

O. Holding that Salesforce has indirectly infringed, literally and/or under the doctrine of equivalents, the claims of the '229 Patent;

P. Holding that Salesforce has directly infringed, literally and/or under the doctrine of equivalents, the claims of the '495 Patent;

Q. Holding that Salesforce has indirectly infringed, literally and/or under the doctrine of equivalents, the claims of the '495 Patent;

R. Permanently enjoining Salesforce and its officers, directors, agents, servants, employees, affiliates, divisions, branches, subsidiaries, parents and all others acting in concert or privity with any of them from infringing, inducing the infringement of, or contributing to the infringement of the '149 Patent;

S. Permanently enjoining Salesforce and its officers, directors, agents, servants, employees, affiliates, divisions, branches, subsidiaries, parents and all others acting in concert or privity with any of them from infringing, inducing the infringement of, or contributing to the infringement of the '229 Patent;

T. Permanently enjoining Salesforce and its officers, directors, agents, servants, employees, affiliates, divisions, branches, subsidiaries, parents and all others acting in concert or privity with any of them from infringing, inducing the infringement of, or contributing to the infringement of the '495 Patent;

U. Permanently enjoining the use of Salesforce's online communication system created using the patented methods of the Patents-in-Suit;

V. Awarding to Sampo the damages to which it is entitled under 35 U.S.C. § 284 for Salesforce's past infringement and any continuing or future infringement up until the date Salesforce is finally and permanently enjoined from further infringement, including both compensatory damages and treble damages for willful infringement;

W. Declaring this to be an exceptional case and awarding Sampo's attorneys' fees under 35 U.S.C. § 285;

X. Awarding Sampo costs and expenses in this action;

Y. Awarding Sampo pre- and post-judgment interest on its damages; and

Z. Awarding Sampo such other and further relief in law or in equity as this Court deems just and proper.

JURY DEMAND

Sampo, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any and all issues so triable by right.

Dated: November 7, 2013



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