

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

TEXAS OCR TECHNOLOGIES, L.L.C. a
Texas limited liability company,

Plaintiff,

vs.

ADOBE SYSTEMS INCORPORATED, a
Delaware corporation; APPLE, INC., a
California corporation; BARNES & NOBLE,
INC., a Delaware corporation; MICROSOFT
CORPORATION, a Washington corporation;
GOOGLE INC., a Delaware corporation; and
NUANCE COMMUNICATIONS, INC., a
Delaware corporation.

Defendants.

CASE NO.

Jury Trial Demanded

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Texas OCR Technologies, L.L.C., (“Texas OCR”), by counsel and pursuant to Federal Rule of Civil Procedure 8(a), on information and belief, alleges the following in support of its Complaint for patent infringement against Defendants Adobe Systems Incorporated, Apple, Inc., Barnes & Noble, Inc., Microsoft Corporation, Google Inc., and Nuance Communications, Inc. (collectively “Defendants”):

Introduction

1. Plaintiff Texas OCR owns the inventions described and claimed in United States Patent No. 6,363,179 entitled “Methodology for Displaying Search Results Using Character Recognition” (the “179 patent”). Defendants have used and continue to use

Plaintiff's patented technology in products and/or services that they make, use, import, sell, and/or offer to sell. Texas OCR seeks damages for patent infringement and an injunction preventing Defendants from making, using, selling, or offering to sell, and from contributing to and inducing others to make, use, sell, or offer to sell, the technology claimed by the '179 patent without Plaintiff's permission.

Plaintiff Texas OCR

2. Plaintiff Texas OCR is a limited liability company existing under and by virtue of the laws of the State of Texas.

Defendants

3. Adobe Systems Incorporated ("Adobe") is a Delaware corporation with its principal place of business in San Jose, California.

4. Apple, Inc. ("Apple") is a California corporation with its principal place of business in Cupertino, California.

5. Barnes & Noble, Inc. ("Barnes & Noble") is a Delaware corporation with its principal place of business in New York, New York.

6. Microsoft Corporation ("Microsoft") is a Washington corporation with its principal place of business in Redmond, Washington.

7. Google Inc. ("Google") is a Delaware corporation with its principal place of business in Mountain View, California.

8. Nuance Communications, Inc. ("Nuance") is a Delaware corporation with its principal place of business in Burlington, Massachusetts.

The Patent

9. The United States Patent and Trademark Office issued the '179 patent (attached as exhibit A) on March 26, 2002. Through assignment, Plaintiff is the owner of all right, title, and interest in the '179 patent, including all rights to pursue and collect damages for infringement of the '179 patent.

Jurisdiction and Venue

10. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 271 and 281, *et seq.* The Court has original jurisdiction over this patent infringement action under 28 U.S.C. § 1338(a).

11. Each of the Defendants has committed acts and continues to commit acts within this judicial district giving rise to this action. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and § 1400.

First Claim for Patent Infringement (Infringement of the '179 patent)

12. Plaintiff incorporates by reference each of the allegations in paragraphs 1 - 11 above and further alleges as follows:

13. The United States Patent and Trademark Office issued the '179 patent on March 26, 2002. Plaintiff is the owner of the '179 patent with full rights to pursue recovery of royalties or damages for infringement of said patent, including full rights to recover past and future damages.

14. Without a license or permission from Plaintiff, Adobe has infringed and is continuing to infringe one or more claims of the '179 patent and, unless enjoined, will continue to do so, by making, using, providing, selling, offering for sale, or importing infringing products and services such as Adobe Acrobat. Adobe, which has knowledge of the '179 patent, has also

actively and knowingly contributed to and induced, and continues to actively and knowingly contribute to and induce, infringement by users of Adobe Systems Incorporated's products and services.

15. As a result of Adobe's infringement of the '179 patent, Plaintiff has been damaged by and will continue to suffer additional, irreparable damage, in an amount not yet determined, and will suffer an impairment of the value of its patent rights unless Adobe is enjoined from continuing to infringe the '179 patent.

16. Pursuant to 35 U.S.C. § 281, Plaintiff is entitled to recover damages from Adobe to compensate it for Adobe's infringement of the '179 patent.

17. Without a license or permission from Plaintiff, Apple has infringed and is continuing to infringe one or more claims of the '179 patent and, unless enjoined, will continue to do so, by making, using, providing, selling, offering for sale, or importing infringing products and services such as iBooks. Apple, which has knowledge of the '179 patent, has also actively and knowingly contributed to and induced, and continues to actively and knowingly contribute to and induce, infringement by users of Apple's products and services.

18. As a result of Apple's infringement of the '179 patent, Plaintiff has been damaged by and will continue to suffer additional, irreparable damage, in an amount not yet determined, and will suffer an impairment of the value of its patent rights unless Apple is enjoined from continuing to infringe the '179 patent.

19. Pursuant to 35 U.S.C. § 281, Plaintiff is entitled to recover damages from Apple, Inc. to compensate it for Apple's infringement of the '179 patent.

20. Without a license or permission from Plaintiff, Barnes & Noble has infringed and is continuing to infringe one or more claims of the '179 patent and, unless

enjoined, will continue to do so, by making, using, providing, selling, offering for sale, or importing infringing products and services such as the Nook. Barnes & Noble, which has knowledge of the '179 patent, has also actively and knowingly contributed to and induced, and continues to actively and knowingly contribute to and induce, infringement by users of Barnes & Noble's products and services.

21. As a result of Barnes & Noble's infringement of the '179 patent, Plaintiff has been damaged by and will continue to suffer additional, irreparable damage, in an amount not yet determined, and will suffer an impairment of the value of its patent rights unless Barnes & Noble is enjoined from continuing to infringe the '179 patent.

22. Pursuant to 35 U.S.C. § 281, Plaintiff is entitled to recover damages from Barnes & Noble to compensate it for Barnes & Noble's infringement of the '179 patent.

23. Without a license or permission from Plaintiff, Microsoft has infringed and is continuing to infringe one or more claims of the '179 patent and, unless enjoined, will continue to do so, by making, using, providing, selling, offering for sale, or importing infringing products and services such as Microsoft Office Document Imaging. Microsoft, which has knowledge of the '179 patent, has also actively and knowingly contributed to and induced, and continues to actively and knowingly contribute to and induce, infringement by users of Microsoft's products and services.

24. As a result of Microsoft's infringement of the '179 patent, Plaintiff has been damaged by and will continue to suffer additional, irreparable damage, in an amount not yet determined, and will suffer an impairment of the value of its patent rights unless Microsoft is enjoined from continuing to infringe the '179 patent.

25. Pursuant to 35 U.S.C. § 281, Plaintiff is entitled to recover damages from Microsoft to compensate it for Microsoft's infringement of the '179 patent.

26. Without a license or permission from Plaintiff, Google has infringed and is continuing to infringe one or more claims of the '179 patent and, unless enjoined, will continue to do so, by making, using, providing, selling, offering for sale, or importing infringing products and services such as Google Books. Google, which has knowledge of the '179 patent, has also actively and knowingly contributed to and induced, and continues to actively and knowingly contribute to and induce, infringement by users of Google's products and services.

27. As a result of Google's infringement of the '179 patent, Plaintiff has been damaged by and will continue to suffer additional, irreparable damage, in an amount not yet determined, and will suffer an impairment of the value of its patent rights unless Google is enjoined from continuing to infringe the '179 patent.

28. Pursuant to 35 U.S.C. § 281, Plaintiff is entitled to recover damages from Google Inc. to compensate it for Google Inc.'s infringement of the '179 patent.

29. Without a license or permission from Plaintiff, Nuance has infringed and is continuing to infringe one or more claims of the '179 patent and, unless enjoined, will continue to do so, by making, using, providing, selling, offering for sale, or importing infringing products and services such as Nuance PDF Reader. Nuance, which has knowledge of the '179 patent, has also actively and knowingly contributed to and induced, and continues to actively and knowingly contribute to and induce, infringement by users of Nuance's products and services.

30. As a result of Nuance's infringement of the '179 patent, Plaintiff has been damaged by and will continue to suffer additional, irreparable damage, in an amount not yet

determined, and will suffer an impairment of the value of its patent rights unless Nuance is enjoined from continuing to infringe the '179 patent.

31. Pursuant to 35 U.S.C. § 281, Plaintiff is entitled to recover damages from Nuance to compensate it for Nuance's infringement of the '179 patent.

Jury Demand

32. Plaintiff demands trial by jury of all issues relating to its claims regarding the '179 patent.

Prayer for Relief

WHEREFORE, Plaintiff prays for judgment as follows:

- A. A judgment in favor of Plaintiff that Adobe Systems Incorporated, Apple, Inc., Barnes & Noble, Inc., Microsoft Corporation, Google Inc., and Nuance Communications, Inc. have infringed the '179 patent;
- B. A decree preliminarily and permanently enjoining Adobe Systems Incorporated, Apple, Inc., Barnes & Noble, Inc., Microsoft Corporation, Google Inc., Nuance Communications, Inc., their officers, directors, employees, agents, and all persons in active concert with them, from infringing, and contributing to or inducing others to infringe the '179 patent;
- C. A judgment and order requiring Adobe Systems Incorporated, Apple, Inc., Barnes & Noble, Inc., Microsoft Corporation, Google Inc., and Nuance Communications, Inc. to pay Plaintiff compensatory damages, costs, expenses, and pre- and post-judgment interest for Defendants' infringement of the '179 patent, as provided under 35 U.S.C. § 284;

- D. A judgment and order finding that this patent infringement case is exceptional within the meaning of 35 U.S.C. § 285 and awarding Plaintiff its reasonable attorneys' fees; and
- E. Any and all other relief to which Plaintiff may be entitled.

Dated: April 8, 2011

Respectfully submitted,

By: /s/ Elizabeth L. DeRieux

Sean A. Luner
CA State Bar No. 165443
Email: sean@dovellaw.com
Richard E. Lyon
CA State Bar No. 229288
Email: rick@dovellaw.com
DOVEL & LUNER, LLP
201 Santa Monica Blvd., Suite 600
Santa Monica, CA 90401
Telephone: 310-656-7066
Facsimile: 310-657-7069

S. Calvin Capshaw
State Bar No. 03783900
Elizabeth L. DeRieux
State Bar No. 05770585
CAPSHAW DERIEUX, L.L.P.
114 E. Commerce Ave.
Gladewater, Texas 75647
Telephone: (903) 236-9800
Facsimile: (903) 236-8787
Email: capshaw@capshawlaw.com
Email: ederieux@capshawlaw.com

ATTORNEYS FOR PLAINTIFF
TEXAS OCR TECHNOLOGIES,
L.L.C.