

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

**BLUE CALYPSO, INC.,**

**Plaintiff,**

**v.**

**GROUPON, INC.**

**Defendant.**

**Civil Action No. 6:12-cv-486**

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

Blue Calypso files this Complaint and demand for jury trial seeking relief for patent infringement by Groupon. Blue Calypso alleges the following:

**THE PARTIES**

1. Plaintiff Blue Calypso, Inc. is a Delaware corporation, with its principal place of business located in this District at 19111 North Dallas Parkway, Suite 200, Dallas, Texas 75287.

2. On information and belief, Defendant Groupon, Inc. is a Delaware corporation, with its principal place of business at 600 West Chicago Avenue, Chicago, Illinois 60654. Defendant Groupon, Inc. may be served with summons by serving its registered agent for the service of process, The Corporation Trust Company at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

**JURISDICTION AND VENUE**

3. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1 *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

4. This Court has personal jurisdiction over Groupon because Groupon has sufficient minimum contacts with the forum as a result of business conducted within the State of Texas and within this judicial district and because Groupon has committed acts of patent infringement within the State of Texas and within this judicial district.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400(b).

6. On February 16, 2010, United States Patent No. 7,664,516 (“the ’516 patent”) entitled “Method and System for Peer-to-Peer Advertising Between Mobile Communication Devices” was duly and legally issued by the United States Patent and Trademark Office. Blue Calypso owns the ’516 patent by assignment. A true and correct copy of the ’516 patent is attached as Exhibit A.

7. On April 10, 2012, United States Patent No. 8,155,679 (“the ’679 patent”) entitled “System and Method for Peer-to-Peer Advertising Between Mobile Communication Devices” was duly and legally issued by the United States Patent and Trademark Office. Blue Calypso owns the ’679 patent by assignment. A true and correct copy of the ’679 patent is attached as Exhibit B.

8. Groupon infringes by operating a computer-based system typified by the screen shots attached as Exhibits C and D. Groupon enrolls both consumers and advertisers in the program and offers deals to consumers, as shown in Exhibit C, based on at least a geographic match between the consumer and the advertiser’s deal. In offering the deal to the matched consumer Groupon encourages the consumer to refer the deal to other consumers, and provides the referring consumer with content to carry out the referral as shown in Exhibit D.

9. On information and belief, Groupon has infringed and is infringing one or more claims of the '516 and '679 patents, literally or under the doctrine of equivalents, directly and indirectly. Groupon induces infringement by encouraging use of the system by consumers and advertisers. Groupon contributorily infringes by, inter alia, providing content to consumers for use in referring deals to other consumers (e.g., as shown on Exhibit D).

10. On information and belief, Groupon will continue to infringe the '516 and '679 patents unless and until it is enjoined by this Court.

11. Groupon has caused and will continue to cause Blue Calypso irreparable injury and damage by infringing the '516 and '679 patents. Blue Calypso will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until Groupon is enjoined from infringing the '516 and '679 patents.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Blue Calypso respectfully requests that this Court:

1. Enter judgment that Groupon has infringed the '516 and '679 patents;
2. Enter an order permanently enjoining Groupon and its officers, agents, employees, attorneys, and all persons in active concert or participation with any of them, from infringing the '516 and '679 patents;
3. Award Blue Calypso damages in an amount sufficient to compensate it for Groupon's infringement of the '516 and '679 patents, together with prejudgment and post-judgment interest and costs under 35 U.S.C. § 284;
4. Award Blue Calypso an accounting for acts of infringement not presented at trial and an award by the Court of additional damage for any such acts of infringement;

5. Declare this case to be “exceptional” under 35 U.S.C. § 285 and award Blue Calypso its attorney fees, expenses, and costs incurred in this action; and

6. Award Blue Calypso such other and further relief as this Court deems just and proper.

**JURY DEMAND**

Blue Calypso hereby requests a trial by jury on all issues so triable by right.

Dated: July 31, 2012

Respectfully submitted,

*/s/ Thomas M. Melsheimer (by perm. Wesley Hill)*

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