



1 TREVOR Q. CODDINGTON (CSB NO. 243,042)

2 [tcoddington@insigne.law](mailto:tcoddington@insigne.law)

3 HOLLIE J. KUCERA (CSB NO. 320,596)

4 [hkucera@insigne.law](mailto:hkucera@insigne.law)

5 ADAM T. TUROSKY (CSB NO. 336,024)

6 [aturosky@insigne.law](mailto:aturosky@insigne.law)

7 INSIGNE PC

8 5650 El Camino Real, Suite 130

9 Carlsbad, CA 92008

10 Telephone: (858) 227-6633

11 Facsimile: (858) 504-6633

12 *Attorneys for Plaintiff*

13 MOTHERS OF MODERNIZATION LLC

14 **UNITED STATES DISTRICT COURT**

15 **SOUTHERN DISTRICT OF CALIFORNIA**

16 MOTHERS OF MODERNIZATION  
17 LLC,

18 a California corporation,

19 *Plaintiff,*

20 v.

21 BLUEBEAM, INC.,

22 a Delaware corporation,

23 *Defendant.*

Case No.: '22CV1083 BEN KSC

**COMPLAINT FOR PATENT  
INFRINGEMENT – 35 U.S.C. § 271**

**DEMAND FOR JURY TRIAL**

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1 Plaintiff Mothers of Modernization, LLC (“MOM”) hereby complains of  
2 Defendant Bluebeam, Inc. (“Bluebeam”) and alleges as follows:

3 **NATURE OF THE ACTION**

4 1. This is an action for patent infringement under the patent laws of the United  
5 States, 35 U.S.C. § 271, *et seq.*

6 **THE PARTIES**

7 2. MOM is a California limited liability company with a mailing address at 5650  
8 El Camino Real, Suite 130, Carlsbad, CA 92008.

9 3. Bluebeam is a Delaware corporation with its headquarters at 443 South  
10 Raymond Avenue, Pasadena, CA 91105. Bluebeam is a wholly owned subsidiary of  
11 Nemetschek Group located in Munich, Germany. Bluebeam has an office located two  
12 blocks from this Court at 225 Broadway, Suite 1450, San Diego, CA 92101.

13 **JURISDICTION AND VENUE**

14 4. This Court has original and exclusive subject matter jurisdiction over this  
15 action under 28 U.S.C. §§ 1331 and 1338(a) because MOM’s claims for patent  
16 infringement arise under the laws of the United States, including 35 U.S.C. § 271, *et seq.*

17 5. This Court has personal jurisdiction over Bluebeam because it is a resident of  
18 this District, has a continuous, systematic, and substantial presence in this District;  
19 regularly conducts business and solicits business within this District, and has committed  
20 and continues to commit acts of patent infringement in this District, including, without  
21 limitation, by making, using, selling, and offering its software to consumers in this District;  
22 purposefully directs activities at residents of this District; and places its software into the  
23 stream of commerce with the knowledge that such would be purchased and used in  
24 California and this District, which acts form a substantial part of the events giving rise to  
25 MOM’s claims.

26 6. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400(b) because  
27 Bluebeam has committed acts of infringement and has a regular and established place of  
28 business in this District.

**FACTUAL BACKGROUND**

1  
2 7. Green Room Networks (“GRN”) was a small startup founded in 2010 in San  
3 Francisco, CA. GRN commercialized a comment notification system as an add-on to  
4 Dropbox’s file-sharing system called Groupiter. However, once Dropbox, Google Drive,  
5 Citrix, and numerous other cloud collaboration products added comment notifications as a  
6 built-in feature to their widely distributed and often free software, GRN could no longer  
7 maintain a financially viable business. As a result, GRN was forced to abandon operations  
8 and any expectation of return on its capital investment to commercialize its patented  
9 solution.

10 8. MOM was created to support the United States patent system’s proper  
11 functioning and to help innovators such as GRN achieve their constitutional right to  
12 exclusivity or a monetary reward for their protected technology and inventive labors. The  
13 Founding Fathers gave Congress the power “to Promote the Progress of Science and useful  
14 Arts” by giving an economic incentive to inventors. Constitution, Article I, Section 8,  
15 clause 8. That power, and the national patent laws that followed, have stimulated this  
16 country’s economy for more than 200 years.

17 9. To cure the widespread unauthorized use of GRN’s patented technology,  
18 MOM acquired the GRN patent portfolio and offers licenses on fair and reasonable fixed-  
19 payment terms without ongoing royalties. Several leading software companies have  
20 voluntarily taken a license without the need for litigation. Yet, numerous companies like  
21 Bluebeam refuse to engage in any licensing discussions and blatantly disregard MOM’s  
22 patent rights forcing it to invoke the protections provided to it by the United States  
23 Constitution.

24 10. Because MOM’s attempts at engaging Bluebeam in licensing discussions  
25 have been repeatedly ignored, it remains blocked from curing Bluebeam’s unauthorized  
26 infringement. The subject matter claimed in United States Patent No. 9,237,119 (the “119  
27 patent”) and United States Patent No. 9,830,332 (the “332 patent”) (collectively referred  
28 to herein as the “Asserted Patents”) has become an essential collaboration tool, which

1 Bluebeam utilizes without authorization or compensation to its patent owner.

2 11. On January 12, 2016, the United States Patent and Trademark Office (“PTO”)  
3 duly and lawfully issued the ’119 patent entitled “File-Attendant Messaging.” A true and  
4 correct copy of the ’119 patent is attached hereto as **Exhibit 1**. The patent application that  
5 issued as the ’119 patent was initially filed on July 17, 2013, and claims priority to  
6 Provisional Application No. 61/672,292, filed on July 17, 2012. MOM owns all rights to  
7 the ’119 patent via an Assignment recorded at the PTO on September 8, 2021, at reel/frame  
8 057412/0330.

9 12. On November 17, 2017, the PTO duly and lawfully issued the ’332 patent  
10 entitled “File-Attendant Messaging.” A true and correct copy of the ’332 patent is attached  
11 hereto as **Exhibit 2**. The patent application that issued as the ’332 patent was initially filed  
12 on December 7, 2015, and claims priority to Provisional Application No. 61/672,292, filed  
13 on July 17, 2012. MOM owns all rights to the ’332 patent via an Assignment recorded at  
14 the PTO on September 8, 2021, at reel/frame 057412/0330.

15 13. The Asserted Patents are governed by pre-AIA 35 U.S.C. §§102 and 103 (i.e.,  
16 the patents are first-to-invent patents).

17 14. Bluebeam’s Revu software, including the Studio Sessions feature (the  
18 “Accused Product”) embodies the subject matter claimed in the Asserted Patents. For  
19 example, the Accused Product allows users to be given permission to modify shared files  
20 and to receive notifications about any changes made to a shared file. The Accused Product  
21 transmits email notifications to users when files are edited, including any comments  
22 regarding the changes. Also, Revu allows users to synchronize and share updated revisions  
23 to collaborative files in real-time. The Accused Product with such features was first  
24 released in July 2014 – two years after the July 2012 priority date of the Asserted Patents.  
25 Bluebeam markets the subject matter of the Asserted Patents as a top feature of its Revu  
26 software.

27 15. Bluebeam is and has been making, using, selling, offering for sale, importing,  
28 and exporting the Accused Product since at least July 2014. The Accused Product in

1 various editions can be purchased directly at Bluebeam’s website shop.bluebeam.com or  
2 through numerous resellers. Bluebeam touts that “over 2.5 million builders around the  
3 world trust Bluebeam Revu to help them get more done, faster.” Likewise, “Over 2 million  
4 builders worldwide use Revu to get more done, including 99% of top US contractors and  
5 74% of top international design firms.”

6 16. At least as early as March 3, 2022, Bluebeam became aware of its  
7 infringement of the Asserted Patents. On March 3, 2022, MOM’s undersigned counsel  
8 emailed a letter explaining Bluebeam’s infringement of the Asserted Patents to Bluebeam’s  
9 General Counsel, Ms. Jill S. Martin. The letter included exemplary claim charts evidencing  
10 Bluebeam’s infringement of specific claims of the Asserted Patents.

11 17. Yet, Bluebeam never responded. On April 27, 2022, the undersigned counsel  
12 sent a reminder email requesting a response to its letter of March 3, 2022, and used new  
13 email contacts, but Bluebeam did not respond. Neither the email of March 3, 2022, nor the  
14 email of April 27, 2022, was returned as “undeliverable.” After multiple attempts to  
15 schedule conferences and progress licensing discussions, MOM has never received a  
16 response from Bluebeam.

17 18. Accordingly, court intervention is necessary to force Bluebeam to address  
18 MOM’s patent rights.

19 **FIRST CLAIM FOR RELIEF**

20 **(Infringement of the ’119 patent)**

21 19. MOM repeats, realleges, and incorporates by reference the allegations  
22 contained in the previous paragraphs of this Complaint as though fully set forth herein.

23 20. Bluebeam, by and through its agents, officers, directors, resellers, retailers,  
24 employees, and servants, has and is currently infringing the ’119 patent by making, using,  
25 offering to sell, selling, exporting from, and importing into the United States the Accused  
26 Product, which embodies claims set forth in the Asserted Patents.

27 21. As shown in **Exhibit 3**, the Accused Product embodies each limitation of at  
28 least claims 1, 2, and 6-11 of the ’119 patent. The Accused Product implements “[a] method

1 of enabling communications with respect to a synchronized data file within a networked  
2 computing system.” It incorporates a method that is implemented by a computer where  
3 messages can “be communicated to the one or more other computing devices in association  
4 with the data file creation/revision,” as recited in claim 1. For example, the Accused  
5 Product detects a creation/revision of a data file in a first computing device. Additionally,  
6 other computing devices that are synchronized with the data file of the first computing  
7 device are identified. A user of the first computing device is prompted to create a message  
8 regarding the creation/revision of a synchronized file and send that message to other users  
9 and computing devices on the network.

10 22. Consequently, Bluebeam has directly infringed and continues to infringe the  
11 ’119 patent, either literally or under the doctrine of equivalents. Bluebeam’s infringing  
12 activities in the United States and this District include, among other things, making, using,  
13 selling, and offering for sale the Accused Product.

14 23. The infringement chart outlined in **Exhibit 3** sets forth MOM’s current  
15 understanding of the Accused Product, which contains only information that Bluebeam has  
16 made publicly available. The chart does not set forth all of MOM’s infringement theories.  
17 The Accused Product also embodies other claims set forth in the ’119 patent, which will  
18 be disclosed in forthcoming infringement contentions under this District’s patent local  
19 rules. MOM reserves the right to amend or supplement its infringement theories upon more  
20 information becoming available through formal discovery and this Court’s completing its  
21 claim construction proceedings.

22 24. Upon information and belief, Bluebeam actively induces its customers to  
23 directly infringe the ’119 patent by selling the Accused Product directly to consumers who  
24 then use MOM’s claimed inventions without authorization. Particularly, through its  
25 installation guide and instruction manual, Bluebeam provides those customers with  
26 instructions on how to operate the Accused Product in violation of the patented method  
27 claims of the ’119 patent. For example, Bluebeam requires its users to set permissions to  
28 share modified files, receive notifications regarding comments and changes in modified

1 files, and synchronize files. Bluebeam directs and controls its customers to perform all the  
2 steps recited in at least claims 1, 2, and 6-11 of the '119 patent upon a user attempting to  
3 enjoy all the benefits of Bluebeam's Revu system. Bluebeam profits and benefits from the  
4 use of the infringing Revu technology by, among other things, the direct sales of the Revu  
5 product. Bluebeam knew or should have known that these actions would result in their  
6 customers' infringement.

7 25. Upon information and belief, Bluebeam has been aware of its infringement of  
8 the '119 patent as early as March 3, 2022. Bluebeam has made no effort to avoid  
9 infringement despite knowing that its actions were consciously wrongful and deliberate.  
10 Accordingly, Bluebeam's infringement has been and continues to be willful, and this case  
11 is exceptional.

12 26. Upon information and belief, Bluebeam has sold the Accused Product with  
13 collaborative messaging for shared files since the Accused Product's debut in July of 2014.  
14 Bluebeam's Revu starts at \$349 per user and has over two and a half million users;  
15 therefore, Bluebeam Revu generates approximately \$875M in annual revenue and such  
16 sales expose Bluebeam to millions in liability for its infringement of the Asserted Patents.

17 27. As a result of Bluebeam's infringement of the '119 patent, MOM has suffered  
18 and will continue to suffer harm and injury, including monetary damages in an amount to  
19 be determined at trial, and is entitled to recovery of such as well as its attorneys' fees.

20 **SECOND CLAIM FOR RELIEF**

21 **(Infringement of the '332 patent)**

22 28. MOM repeats, realleges, and incorporates by reference the allegations  
23 contained in the previous paragraphs of this Complaint as though fully set forth herein.

24 29. Bluebeam, by and through its agents, officers, directors, resellers, retailers,  
25 employees, and servants, has and is currently infringing the '332 patent by making, using,  
26 offering to sell, selling, exporting from, and importing into the United States the Accused  
27 Product, which embodies claims set forth in the Asserted Patents.

28 30. As shown in **Exhibit 4**, the Accused Product embodies each limitation of at

1 least claims 1-5 and 9-13 of the '332 patent. The Accused Product implements “[a] method  
2 of enabling communications with respect to a synchronized data file within a networked  
3 computing system.” It incorporates a method that is implemented by a computer where  
4 messages can “be communicated to the one or more other computing devices in association  
5 with the revised section of the data file,” as recited in claim 1. For example, the Accused  
6 Product detects a creation/revision of a data file in a first computing device. In addition,  
7 other computing devices that are synchronized with the data file of the first computing  
8 device are identified. A user of the first computing device is prompted to create a message  
9 regarding the creation/revision of a synchronized file and to send that message to other  
10 users and computing devices on the network.

11 31. Bluebeam has directly infringed and continues to infringe the '332 patent,  
12 either literally or under the doctrine of equivalents. Bluebeam’s infringing activities in the  
13 United States and this District include, among other things, making, using, selling, and  
14 offering for sale the Accused Product.

15 32. The infringement chart outlined in **Exhibit 4** sets forth MOM’s current  
16 understanding of the Accused Product, which contains only information that Bluebeam has  
17 made publicly available. The chart does not set forth all of MOM’s infringement theories.  
18 The Accused Product embodies other claims set forth in the '332 patent, which will be  
19 disclosed in forthcoming infringement contentions under this District’s patent local rules.  
20 MOM reserves the right to amend or supplement its infringement theories upon more  
21 information becoming available through formal discovery and this Court’s completing its  
22 claim construction proceedings.

23 33. Upon information and belief, Bluebeam actively induces its customers to  
24 directly infringe the '332 patent by selling the Accused Product direct to consumers who  
25 then use MOM’s claimed inventions without authorization. Particularly, through its  
26 installation guide and instruction manual, Bluebeam provides those customers with  
27 instructions on how to operate the Accused Product in violation of the patented method  
28 claims of the '332 patent. For example, Bluebeam requires its users to set permissions to



1 share modified files, receive notifications regarding comments and changes in modified  
2 files, and synchronize files. Bluebeam directs and controls its customers to perform all the  
3 steps recited in at least claims 1-5 and 9-13 of the '332 patent upon a user attempting to  
4 enjoy all the benefits of Bluebeam's Revu system. Bluebeam profits and benefits from the  
5 use of the infringing Revu technology by, among other things, the direct sales of the Revu  
6 product. Bluebeam knew or should have known that these actions would result in their  
7 customers' infringement.

8 34. Upon information and belief, Bluebeam has been aware of its infringement of  
9 the '332 patent as early as March 3, 2022. Bluebeam has made no effort to avoid  
10 infringement despite knowing that its actions were consciously wrongful and deliberate.  
11 Accordingly, Bluebeam's infringement has been and continues to be willful, and this case  
12 is exceptional.

13 35. As a result of Bluebeam's infringement of the '332 patent, MOM has suffered  
14 and will continue to suffer harm and injury, including monetary damages in an amount to  
15 be determined at trial, and is entitled to recovery of such as well as its attorneys' fees.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Mothers of Modernization prays for entry of judgment in its favor  
18 and against Bluebeam as follows:

19 a) An Order adjudging Bluebeam to have infringed the Asserted Patents under  
20 35 U.S.C. § 271;

21 b) An award to MOM of a reasonable royalty for Bluebeam's unauthorized use,  
22 sale, export, import, and manufacture of the Accused Product, subject to proof at trial;

23 c) An Order adjudicating that this is an exceptional case;

24 d) An award to MOM of its attorneys' fees and treble damages under 35 U.S.C.  
25 § 285;

26 e) An award of pre-judgment and post-judgment interest and costs of this action  
27 against Bluebeam; and

28 f) For such other and further relief as the Court deems just and proper.

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Respectfully submitted,

Date: July 25, 2022

By: /s/ Adam T. Turosky  
Trevor Q. Coddington  
Hollie J. Kucera  
Adam T. Turosky  
Insigne PC  
5650 El Camino Real, Suite 130  
Carlsbad, CA 92008

*Attorneys for Plaintiff*  
MOTHERS OF MODERNIZATION LLC

**DEMAND FOR A JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby demands a trial by jury of all issues so triable.

Respectfully submitted,

Date: July 25, 2022

By: /s/ Adam T. Turosky  
Trevor Q. Coddington  
Hollie J. Kucera  
Adam T. Turosky  
Insigne PC  
5650 El Camino Real, Suite 130  
Carlsbad, CA 92008

*Attorneys for Plaintiff*  
MOTHERS OF MODERNIZATION LLC

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