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11 *Attorneys for Plaintiff LiveHelpNow, LLC*

12 **UNITED STATES DISTRICT COURT**  
 13 **DISTRICT OF NEVADA**

14 LIVEHELPNOW, LLC,

15 Plaintiff,

16 vs.

17 TAWK TO INC.,

18 Defendants.

Case No.

**COMPLAINT**

**JURY TRIAL DEMANDED**

20 Plaintiff LiveHelpNow, LLC (“LHN” or “Plaintiff”), by and through its undersigned  
 21 attorneys, files this complaint for Patent Infringement against Defendant tawk.to, Inc. (“Tawk”)  
 22 and in support thereof alleges as follows:

23 **SUMMARY**

24 1. This is an action for patent infringement of five separate patents under the patent  
 25 laws of the United States, 35 U.S.C. § 1, *et seq.* LHN seeks damages, preliminary and permanent  
 26 injunctive relief, and recovery of its reasonable costs and attorneys’ fees.  
 27



1 7. LHN is informed and believes, and thereupon alleges that Defendant Tawk is a  
2 corporation organized and existing under the laws of the State of Nevada, with its principal place  
3 of business at 187 East Warm Springs Road, Suite B298, Las Vegas, Nevada, 89119.

4 **JURISDICTION AND VENUE**

5 8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and  
6 1338(a) because this Complaint includes a cause of action for patent infringement under the patent  
7 laws of the United States, including, but not limited to, 35 U.S.C. §§271, 281, 283-285, and 287.  
8 This case primarily involves a federal question. Complete diversity of citizenship also exists, and  
9 the amount in controversy exceeds \$75,000.

10 9. This Court has personal jurisdiction over Defendant Tawk because it resides in  
11 this District, has transacted business in this District, has derived substantial revenue from goods  
12 and services offered for sale and/or sold in this District, and/or has established sufficient minimum  
13 contacts with the State of Nevada such that it is subject to the personal jurisdiction of this Court.  
14 Personal jurisdiction in Nevada over Tawk is also consistent with the requirements of due process.  
15 Venue is proper because a substantial part of the events or omissions giving rise to LHN's claims  
16 occurred in this judicial District, thus, infringement of LHN's patent is likely to occur in this  
17 District, Pursuant to LR IA 1-6, venue lies in the unofficial Southern Division of this judicial  
18 district.

19 **BACKGROUND FACTS**

20 10. On November 3, 2015, United States Patent No. 9,178,950 (the "'950 patent") was  
21 duly and properly issued to Michael Kansky, for an invention entitled "Method, System And  
22 Apparatus For Establishing And Monitoring Sessions With Clients Over A Communication  
23 Network." A true and correct copy of the '950 patent is attached to this complaint as **Exhibit 1**.

24 11. LHN is the owner by assignment of the '950 patent.

25 12. LHN possesses all rights necessary to bring this suit for infringement of the '950  
26 patent.

1 13. On February 28, 2017, United States Patent No. 9,584,375 (the “’375 patent”) was  
2 duly and properly issued to Michael Kansky, for an invention entitled “Method, System And  
3 Apparatus For Establishing And Monitoring Sessions With Clients Over A Communication  
4 Network.” A true and correct copy of the ’375 patent is attached to this complaint as **Exhibit 2**.

5 14. LHN is the owner by assignment of the ’375 patent.

6 15. LHN possesses all rights necessary to bring this suit for infringement of the ’375  
7 patent.

8 16. On September 17, 2019, United States Patent No. 10,419,372 (the “’372 patent”) was  
9 duly and properly issued to Michael Kansky, for an invention entitled “Method, System And  
10 Apparatus For Establishing And Monitoring Sessions With Clients Over A Communication  
11 Network.” A true and correct copy of the ’372 patent is attached to this complaint as **Exhibit 3**.

12 17. LHN is the owner by assignment of the ’372 patent.

13 18. LHN possesses all rights necessary to bring this suit for infringement of the ’372  
14 patent.

15 19. On March 16, 2021, United States Patent No. 10,951,559 (the “’559 patent”) was  
16 duly and properly issued to Michael Kansky, for an invention entitled “Method, System And  
17 Apparatus For Establishing And Monitoring Sessions With Clients Over A Communication  
18 Network.” A true and correct copy of the ’559 patent is attached to this complaint as **Exhibit 4**;  
19 a Certificate of Correction from the U.S. Patent and Trademark Office for the ’559 patent is  
20 attached to this complaint as **Exhibit 5**.

21 20. LHN is the owner by assignment of the ’559 patent.

22 21. LHN possesses all rights necessary to bring this suit for infringement of the ’559  
23 patent.

24 22. On March 22, 2022, United States Patent No. 11,283,739 (the “’739 patent;”  
25 collectively with the 950 patent, the 375 patent, the 372 patent and the 559 patent referred to  
26 herein as the “LHN Patents”) was duly and properly issued to Michael Kansky, for an invention  
27 entitled “Method, System And Apparatus For Establishing And Monitoring Sessions With Clients  
28

1 Over A Communication Network.” A true and correct copy of the ’739 patent is attached to this  
2 complaint as **Exhibit 6**.

3 23. LHN is the owner by assignment of the ’739 patent.

4 24. LHN possesses all rights necessary to bring this suit for infringement of the ’739  
5 patent.

6 **DEFENDANT’S INFRINGEMENT**

7 25. Tawk, at least under the brand name “tawk.to” and/or “Tawk.to” makes, uses,  
8 imports, sells, and/or offers for sale, and has made, imported, sold, and/or offered for sale, live  
9 chatting products and services, that practice the technology disclosed and claimed in the LHN  
10 Patents (collectively the “ Tawk Infringing Products”).

11 26. LHN is informed and believes, and thereupon alleges that Tawk offers the Tawk  
12 Infringing Products for sale both alone and in various combinations, arrangements and kits, under  
13 various designations, and offers them for sale at least on its own website. Tawk encourages,  
14 assists and instructs customers, affiliates, and partners to use the Tawk Infringing Products in a  
15 manner that infringes the asserted patents. As a result, Tawk also indirectly infringes the asserted  
16 patents.

17 27. By making, using, importing, offering for sale, and/or selling the Tawk Infringing  
18 Products, Tawk has infringed and continues to infringe on LHN’s valuable intellectual property  
19 rights.

20 28. Through its infringement of the LHN Patents, Tawk has caused and continues to  
21 cause LHN serious and ongoing harm, including both monetary damages and irreparable harm  
22 that cannot be compensated with monetary damages and for which LHN has no adequate remedy  
23 at law.

24 **WILLFUL INFRINGEMENT**

25 29. Tawk has known of the LHN Patents and of its infringement of the ’950 and ’375  
26 patents since at least August 8, 2019, when it received a letter from LHN’s counsel providing it  
27 with those patents. LHN is informed and believes, and thereupon alleges that: Tawk has known  
28

1 of the '372 patent and its infringement of that patent since the date on which the patent issued,  
2 September 17, 2019; Tawk has known of the '559 patent and its infringement of that patent since  
3 the date on which the patent issued, March 16, 2021; and Tawk has known of the '739 patent and  
4 its infringement of that patent since the date on which the patent issued, March 22, 2022.

5 30. After being notified of its continued infringement on January 24, 2020 when it  
6 received another letter from LHN's counsel providing it with LHN's latest issued '372 patent,  
7 Tawk once again elected to remain silent and continue making, offering for sale, and/or selling  
8 its Tawk Infringing Products.

9 31. After over two years of the COVID pandemic, Tawk was reminded of its  
10 infringement on March 21, 2023 in yet another letter from LHN's counsel providing Tawk with  
11 LHN's two more issued '559 and '739 patents. Rather than responding, or engaging in any  
12 discussions with LHN, Tawk continues making, offering for sale, and/or selling its Tawk  
13 Infringing Products.

14 32. LHN is informed and believes, and thereupon alleges that Tawk's infringement of  
15 the LHN Patents is knowing, willful, intentional, and intended to profit off of LHN's innovative  
16 technologies.

17 **COUNT ONE**  
18 **(Infringement of the '950 Patent as to Tawk)**

19 33. LHN incorporates and re-alleges as if fully set forth herein each and every  
20 allegation contained in preceding paragraphs of this Complaint.

21 34. Tawk Infringing Products meet each and every limitation of at least claim 5 of the  
22 '950 patent. Attached hereto as **Exhibit 7** is a claim chart showing how an example of the  
23 Infringing Products meets these limitations, and thus infringes the '950 patent for at least this  
24 reason.

25 35. By making, using, importing, offering to sell, and/or selling the Tawk Infringing  
26 Products, Tawk is infringing LHN's exclusive rights in the '950 patent in violation of 35 U.S.C.  
27 § 271, and will continue to do so unless enjoined by this Court.

28

1 36. Tawk has induced, and continues to induce Tawk’s customers, partners, affiliates,  
2 and/or end users to infringe the asserted claims. Tawk has taken active steps to encourage and  
3 facilitate direct infringement by Tawk’s customers, and/or end users of the Tawk Infringing  
4 Products, with knowledge of that infringement, such as providing the Tawk Infringing Products,  
5 by contracting for the sale and distribution of the Tawk Infringing Products, by marketing the  
6 Tawk Infringing Products, and by creating and/or distributing instructional materials, web pages,  
7 marketing materials, and/or similar materials with instructions for using the Tawk Infringing  
8 Products in an infringing manner. The use of the Tawk Infringing Products in accordance with  
9 Tawk’s instructions results in infringement of the asserted claims.

10 37. Tawk has also contributorily infringed, and continues to contributorily infringe,  
11 the asserted claims by making, using, offering to sell, selling, and/or contracting for sale of the  
12 Tawk Infringing Products that perform the patented method, knowing that the Tawk Infringing  
13 Products are especially made for use in infringing the ’950 patent, and are not staple articles of  
14 commerce suitable for a substantial non-infringing use.

15 38. Tawk’s infringement is knowing and willful.

16 **COUNT TWO**  
17 **(Infringement of the ’375 Patent as to Tawk)**

18 39. LHN incorporates and re-alleges as if fully set forth herein each and every  
19 allegation contained in the preceding paragraphs of this Complaint.

20 40. Tawk Infringing Products meet each and every limitation of at least claim 1 of the  
21 ’375 patent. Attached hereto as **Exhibit 8** is a claim chart showing how an example of the  
22 Infringing Products meets these limitations, and thus infringes the ’375 patent for at least this  
23 reason.

24 41. By making, using, importing, offering to sell, and/or selling the Tawk Infringing  
25 Products, Tawk is infringing LHN’s exclusive rights in the ’375 patent in violation of 35 U.S.C.  
26 § 271, and will continue to do so unless enjoined by this Court.

27 42. Tawk has induced, and continues to induce Tawk’s customers, partners, affiliates,  
28 and/or end users to infringe the asserted claims. Tawk has taken active steps to encourage and

1 facilitate direct infringement by Tawk’s customers, and/or end users of the Tawk Infringing  
2 Products, with knowledge of that infringement, such as providing the Tawk Infringing Products,  
3 by contracting for the sale and distribution of the Tawk Infringing Products, by marketing the  
4 Tawk Infringing Products, and by creating and/or distributing instructional materials, web pages,  
5 marketing materials, and/or similar materials with instructions for using the Tawk Infringing  
6 Products in an infringing manner. The use of the Tawk Infringing Products in accordance with  
7 Tawk’s instructions results in infringement of the asserted claims.

8 43. Tawk has also contributorily infringed, and continues to contributorily infringe,  
9 the asserted claims by making, using, offering to sell, selling, and/or contracting for sale of the  
10 Tawk Infringing Products that perform the patented method, knowing that the Tawk Infringing  
11 Products are especially made for use in infringing the ’375 patent, and are not staple articles of  
12 commerce suitable for a substantial non-infringing use.

13 44. Tawk’s infringement is knowing and willful.

14 **COUNT THREE**  
15 **(Infringement of the ’372 Patent as to Tawk)**

16 45. LHN incorporates and re-alleges as if fully set forth herein each and every  
17 allegation contained in preceding paragraphs of this Complaint.

18 46. Tawk Infringing Products meet each and every limitation of at least claim 1 of the  
19 ’372 patent. Attached hereto as **Exhibit 9** is a claim chart showing how an example of the  
20 Infringing Products meets these limitations, and thus infringes the ’372 patent for at least this  
21 reason.

22 47. By making, using, importing, offering to sell, and/or selling the Tawk Infringing  
23 Products, Tawk is infringing LHN’s exclusive rights in the ’372 patent in violation of 35 U.S.C.  
24 § 271, and will continue to do so unless enjoined by this Court.

25 48. Tawk has induced, and continues to induce Tawk’s customers, partners, affiliates,  
26 and/or end users to infringe the asserted claims. Tawk has taken active steps to encourage and  
27 facilitate direct infringement by Tawk’s customers, and/or end users of the Tawk Infringing  
28 Products, with knowledge of that infringement, such as providing the Tawk Infringing Products,



1 by contracting for the sale and distribution of the Tawk Infringing Products, by marketing the  
2 Tawk Infringing Products, and by creating and/or distributing instructional materials, web pages,  
3 marketing materials, and/or similar materials with instructions for using the Tawk Infringing  
4 Products in an infringing manner. The use of the Tawk Infringing Products in accordance with  
5 Tawk's instructions results in infringement of the asserted claims.

6 49. Tawk has also contributorily infringed, and continues to contributorily infringe,  
7 the asserted claims by making, using, offering to sell, selling, and/or contracting for sale of the  
8 Tawk Infringing Products that perform the patented method, knowing that the Tawk Infringing  
9 Products are especially made for use in infringing the '372 patent, and are not staple articles of  
10 commerce suitable for a substantial non-infringing use.

11 50. Tawk's infringement is knowing and willful.

12 **COUNT FOUR**  
13 **(Infringement of the '559 Patent as to Tawk)**

14 51. LHN incorporates and re-alleges as if fully set forth herein each and every  
15 allegation contained in preceding paragraphs of this Complaint.

16 52. Tawk Infringing Products meet each and every limitation of at least claim 14 of  
17 the '559 patent. Attached hereto as **Exhibit 10** is a claim chart showing how an example of the  
18 Infringing Products meets these limitations, and thus infringes the '559 patent for at least this  
19 reason.

20 53. By making, using, importing, offering to sell, and/or selling the Tawk Infringing  
21 Products, Tawk is infringing LHN's exclusive rights in the '559 patent in violation of 35 U.S.C.  
22 § 271, and will continue to do so unless enjoined by this Court.

23 54. Tawk has induced, and continues to induce Tawk's customers, partners, affiliates,  
24 and/or end users to infringe the asserted claims. Tawk has taken active steps to encourage and  
25 facilitate direct infringement by Tawk's customers, and/or end users of the Tawk Infringing  
26 Products, with knowledge of that infringement, such as providing the Tawk Infringing Products,  
27 by contracting for the sale and distribution of the Tawk Infringing Products, by marketing the  
28 Tawk Infringing Products, and by creating and/or distributing instructional materials, web pages,

1 marketing materials, and/or similar materials with instructions for using the Tawk Infringing  
2 Products in an infringing manner. The use of the Tawk Infringing Products in accordance with  
3 Tawk's instructions results in infringement of the asserted claims.

4 55. Tawk has also contributorily infringed, and continues to contributorily infringe,  
5 the asserted claims by making, using, offering to sell, selling, and/or contracting for sale of the  
6 Tawk Infringing Products that perform the patented method, knowing that the Tawk Infringing  
7 Products are especially made for use in infringing the '559 patent, and are not staple articles of  
8 commerce suitable for a substantial non-infringing use.

9 56. Tawk's infringement is knowing and willful.

10 **COUNT FIVE**  
11 **(Infringement of the '739 Patent as to Tawk)**

12 57. LHN incorporates and re-alleges as if fully set forth herein each and every  
13 allegation contained in preceding paragraphs of the Complaint.

14 58. Tawk Infringing Products meet each and every limitation of at least claim 15 of  
15 the '739 patent. Attached hereto as **Exhibit 11** is a claim chart showing how an example of the  
16 Infringing Products meets these limitations, and thus infringes the '739 patent for at least this  
17 reason.

18 59. By making, using, importing, offering to sell, and/or selling the Tawk Infringing  
19 Products, Tawk is infringing LHN's exclusive rights in the '739 patent in violation of 35 U.S.C.  
20 § 271, and will continue to do so unless enjoined by this Court.

21 60. Tawk has induced, and continues to induce Tawk's customers, partners, affiliates,  
22 and/or end users to infringe the asserted claims. Tawk has taken active steps to encourage and  
23 facilitate direct infringement by Tawk's customers, and/or end users of the Tawk Infringing  
24 Products, with knowledge of that infringement, such as providing the Tawk Infringing Products,  
25 by contracting for the sale and distribution of the Tawk Infringing Products, by marketing the  
26 Tawk Infringing Products, and by creating and/or distributing instructional materials, web pages,  
27 marketing materials, and/or similar materials with instructions for using the Tawk Infringing  
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1 Products in an infringing manner. The use of the Tawk Infringing Products in accordance with  
2 Tawk's instructions results in infringement of the asserted claims.

3 61. Tawk has also contributorily infringed, and continues to contributorily infringe,  
4 the asserted claims by making, using, offering to sell, selling, and/or contracting for sale of the  
5 Tawk Infringing Products that perform the patented method, knowing that the Tawk Infringing  
6 Products are especially made for use in infringing the '739 patent, and are not staple articles of  
7 commerce suitable for a substantial non-infringing use.

8 62. Tawk's infringement is knowing and willful.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff LHN respectfully requests that this Court enters judgment in its  
11 favor against Tawk, as follows:

12 1. Finding that Tawk has infringed, respectively, the '950 patent, the '375 patent,  
13 the '372 patent, the '559 patent, and the '739 patent;

14 2. Awarding to LHN damages for Tawk's infringement as set forth herein as  
15 permitted by law and determined at trial;

16 3. Awarding to LHN exemplary damages as allowed by applicable law;

17 4. Finding Tawk's conduct willful and trebling any applicable damages found or  
18 assessed;

19 5. Finding that this case is exceptional under 35 U.S.C. § 285 and awarding LHN's  
20 attorney fees and costs;

21 6. Awarding to LHN the costs of this action as allowed by applicable law;

22 7. Awarding to LHN pre-judgment and post-judgment interest on any monetary  
23 award according to the maximum allowable legal rate;

24 8. Entering a permanent injunction under 35 U.S.C. § 283 enjoining each of Tawk,  
25 its officers, partners, employees, agents, parents, subsidiaries, attorneys, and anyone acting or  
26 participating with any of them, from manufacturing, making, selling, offering for sale,  
27 importing, or using the Tawk Infringing Products identified herein or any product that infringes  
28

1 any claim of the '950 patent, the '375 patent, the '372 patent, the '559 patent, or the '739  
2 patent; and

3 9. Awarding LHN such other and further relief as the Court may deem just and  
4 equitable.

5 **JURY DEMAND**

6 Plaintiff LHN hereby respectfully requests a trial by jury of all issues so triable, pursuant  
7 to Rule 38 of the Federal Rules of Civil Procedure.

8 DATED this 28th day of April, 2023.

9  
10 DICKINSON WRIGHT PLLC

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