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11 Attorneys for Estech Systems IP, LLC

12 **IN THE UNITED STATES DISTRICT COURT**
13 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
14 **SAN FRANCISCO DIVISION**

15 ESTECH SYSTEMS IP, LLC,
16
17 Plaintiff,

17 v.

18 FRESHWORKS INC.,
19
20 Defendant.

CASE NO. 3:24-cv-2525

COMPLAINT

DEMAND FOR JURY TRIAL

21 Plaintiff Estech Systems IP, LLC (“Estech”) files this original complaint against
22 Freshworks Inc. (“Freshworks”) alleging, based on its own knowledge as to itself and its own
23 actions, and based on information and belief as to all other matters, as follows:

24 **PARTIES**

25 1. Estech Systems IP, LLC is a Texas corporation, with its principal place of business
26 at 3701 East Plano Parkway, Suite 300, Plano, Texas 75074.

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1 9. Since 1987, ESI has sold more than 400,000 solutions to its customers, working
2 with more than 1,500 certified partners nationwide. Its customers include small and large
3 businesses across the country.

4 10. Recognizing that business doesn't get done without communication, ESI provides
5 powerful products that are easy and simple to use. ESI's products are engineered to make
6 intelligent technology that is intuitive and user-friendly, empowers employee productivity, and
7 fuels customer satisfaction.

8 11. ESI's technology is American-engineered. From its Plano, Texas headquarters,
9 ESI provides a full solutions portfolio of modern business phone systems, including Cloud,
10 Hybrid, Pure IP, and SIP dial tone products. Given ESI's end-to-end product offerings, its
11 customers are empowered to choose the product features they need and want.

12 12. ESI's products include the most integrated cloud PBX in the market—the award-
13 winning ESI Cloud PBX; Voice over IP (VoIP) products and systems; and on-premises products.
14 A cloud-based PBX is a sophisticated telephone exchange system that uses a cloud infrastructure
15 to provide communication services, such as telephony services.

16 13. VoIP transmits and receives voice communications over data networks, such as the
17 Internet or private networks, using the Internet Protocol (IP).

18 14. VoIP systems offer several advantages over traditional phone systems including,
19 but not limited to, lower cost and more efficient network management.

20 15. VoIP systems also enable integration of additional communication services.

21 16. ESI cloud-based VoIP products have handled billions of call minutes.

22 17. ESI also provides U.S.-based, best-in-class technical support for its customers.

23 18. The patents-in-suit, U.S. Patent Nos. 8,391,298 (the "298 Patent") and 7,123,699
24 (the "699 Patent") (collectively, the "Estech Asserted Patents"), are generally directed to systems
25 and methods for providing robust, feature-rich communications systems including, but not limited
26 to, VoIP telephony and additional communication services that can be integrated with a VoIP
27 telephony system.

1 using its VoIP telephony devices; (ii) the ability to store voice mail messages; (iii) the ability to
2 allow access to the voice mail messages using VoIP telephony devices; and (iv) the ability to
3 provide directory services, which include, but are not limited to, for example, providing directory
4 information to a user or VoIP telephony device, including, but not limited to, for example,
5 providing a list of telecommunications extensions through VoIP telephony devices.

6 24. When this Complaint references “Accused Instrumentalities,” it is referring to the
7 telecommunications and information handling systems Freshworks offers to sell, sells, and makes
8 for its customers as well as the systems its employees use that are referenced in paragraphs 21-23
9 above and are incorporated herein by reference.

10 **COUNT I**

11 **INFRINGEMENT OF U.S. PATENT NO. 8,391,298**

12 25. Estech repeats and re-alleges the allegations in paragraphs 1-24 as though fully set
13 forth in their entirety.

14 26. Estech owns all substantial rights, interest, and title in and to the '298 Patent,
15 including the sole and exclusive right to prosecute this action and enforce the '298 Patent against
16 infringers, and to collect damages for all relevant times. The United States Patent and Trademark
17 Office duly issued the '298 Patent on March 5, 2013. A copy of the '298 Patent is attached as
18 Exhibit A.

19 27. The '298 Patent is titled “Phone Directory in a Voice Over IP Telephone System.”
20 The '298 Patent describes information processing systems that store a list of phone numbers,
21 integrated with a VoIP telephony system, to provide those phone numbers to the user of a VoIP
22 telephone. The user can use that list to dial the telephone number of another user associated with
23 the VoIP telephony system.

24 28. The claims of the '298 Patent are not directed to an abstract idea. For example,
25 claim 13 of the '298 Patent recites a specific arrangement of devices and networking components.
26 Together those devices and networking components enable a user of a first telecommunications
27 device to observe a list of a plurality of telecommunications extensions. The list of extensions is

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1 stored in a server within a specific networking configuration, and the user can select to view a
2 subset of the extensions. Taken as a whole, the claimed inventions of the '298 Patent are not
3 limited to well-understood, routine, or conventional activity. Rather, the claimed inventions
4 include inventive components that improve upon the functioning and operation of information
5 processing systems.

6 29. The written description of the '298 Patent describes in technical detail each of the
7 limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how
8 the non-conventional and non-generic combination of claim limitations is patently distinct from
9 and improved upon what may have been considered conventional or generic in the art at the time
10 of the invention.

11 30. Freshworks has infringed the '298 Patent by at least making, having made, using,
12 importing, providing, supplying, distributing, selling, or offering the Accused Instrumentalities for
13 sale.

14 31. The Accused Instrumentalities provide VoIP-based voice calling and data-
15 networking services to VoIP telephony devices.

16 32. The Accused Instrumentalities use first, second, and third LANs that are coupled
17 with a WAN.

18 33. The Accused Instrumentalities include VoIP telephony devices connected to LANs,
19 the VoIP telephony devices having telecommunications extensions associated therewith, the
20 telecommunications extensions being coupled to the second and third LANs.

21 34. The VoIP telephony devices include circuitry (i) enabling users of VoIP telephony
22 devices to observe a list of telecommunications extensions; (ii) to automatically call one of the
23 telecommunications extensions in response to a user selecting one of the telecommunications
24 extensions from the list; and (iii) enabling the user to select between observing the list of
25 telecommunications extensions coupled to the second LAN or the third LAN.

26 35. The Accused Instrumentalities include servers in the second LAN that store
27 telecommunications extensions accessed across the WAN.

28

1 36. As described above, Freshworks has directly infringed (literally or under the
2 doctrine of equivalents) at least Claim 13 of the '298 Patent. Freshworks's infringement in this
3 regard is ongoing.

4 37. Estech has been damaged as a result of the infringing conduct by Freshworks
5 alleged above. Thus, Freshworks is liable to Estech in an amount that compensates it for such
6 infringements, which by law cannot be less than a reasonable royalty, together with interest and
7 costs as fixed by this Court under 35 U.S.C. § 284.

8 38. Estech or its predecessors-in-interest have satisfied all statutory obligations
9 required to collect pre-filing damages for the full period allowed by law for infringement of the
10 '298 Patent.

11 39. Freshworks has also indirectly infringed the '298 Patent by inducing others to
12 directly infringe the '298 Patent. Freshworks has induced end-users, including Freshworks's
13 customers, partners, personnel, clients, and contractors, to directly infringe (literally or under the
14 doctrine of equivalents) the '298 Patent by making and using the Accused Instrumentalities.
15 Freshworks took active steps, directly or through contractual relationships with others, with the
16 specific intent to cause them to use the Accused Instrumentalities in a manner that infringes one
17 or more claims of the '298 Patent, including, for example, Claim 13 of the '298 Patent. Such steps
18 by Freshworks included, among other things, advising or directing customers, partners, personnel,
19 contractors or end-users to make or use the Accused Instrumentalities in an infringing manner;
20 advertising and promoting the use of the Accused Instrumentalities in an infringing manner; or
21 distributing instructions that guide users to use the Accused Instrumentalities in an infringing
22 manner. Freshworks is performing these steps, which constitute induced infringement with the
23 knowledge of the '298 Patent and with the knowledge that the induced acts constitute infringement.
24 Freshworks is aware that the normal and customary use of the Accused Instrumentalities by others
25 would infringe the '298 Patent. Freshworks's inducement is ongoing.

26 40. Freshworks has also indirectly infringed by contributing to the infringement of the
27 '298 Patent. Freshworks has contributed to the direct infringement of the '298 Patent by its

1 customers, partners, personnel, contractors, clients, and suppliers. The Accused Instrumentalities
2 have special features that are specially designed to be used in an infringing way and that have no
3 substantial uses other than ones that infringe one or more claims of the '298 Patent, including, for
4 example, Claim 13 of the '298 Patent. The special features include, for example, the devices and
5 networking components recited in Claim 13, including the interrelation between those devices and
6 networking components, that allow the claimed server to provide a list of extensions and for the
7 user to select to view a subset of the extensions. The special features constitute a material part of
8 the invention of one or more of the claims of the '298 Patent and are not staple articles of commerce
9 suitable for substantial non-infringing use. Freshworks's contributory infringement is ongoing.

10 41. Furthermore, on information and belief, Freshworks has a policy or practice of not
11 reviewing the patents of others (including instructing its employees to not review the patents of
12 others), and thus has been willfully blind of Estech's patent rights.

13 42. Freshworks's actions are at least objectively reckless as to the risk of infringing a
14 valid patent and this objective risk was either known or should have been known by Freshworks.

15 43. Freshworks's direct and indirect infringement of the '298 Patent is, has been, and
16 continues to be willful, intentional, deliberate, or in conscious disregard of Estech's rights under
17 the patent.

18 44. Estech has been damaged as a result of the infringing conduct by Freshworks
19 alleged above. Thus, Freshworks is liable to Estech in an amount that compensates it for such
20 infringements, which by law cannot be less than a reasonable royalty, together with interest and
21 costs as fixed by this Court under 35 U.S.C. § 284.

22 45. Estech has suffered irreparable harm, through its loss of market share and goodwill,
23 for which there is no adequate remedy at law. Estech has and will continue to suffer this harm by
24 virtue of Freshworks's infringement of the '298 Patent. Freshworks's actions have interfered with
25 and will interfere with Estech's ability to license technology. The balance of hardships favors
26 Estech's ability to commercialize its own ideas and technology. The public interest in allowing
27
28

1 Estech to enforce its right to exclude outweighs other public interests, which supports injunctive
2 relief in this case.

3 **COUNT II**

4 **INFRINGEMENT OF U.S. PATENT NO. 7,123,699**

5 46. Estech repeats and re-alleges the allegations in paragraphs 1-45 as though fully set
6 forth in their entirety.

7 47. Estech owns all substantial rights, interest, and title in and to the '699 Patent,
8 including the sole and exclusive right to prosecute this action and enforce the '699 Patent against
9 infringers, and to collect damages for all relevant times. The United States Patent and Trademark
10 Office duly issued the '699 Patent on October 17, 2006. A copy of the '699 Patent is attached as
11 Exhibit B.

12 48. The '699 Patent is titled "Voice Mail in a Voice Over IP Telephone System." The
13 '699 Patent describes an information handling system for storing a voice mail message in a voice
14 mail box in a voice mail system within a first local area network (LAN). A user can access and
15 listen to the voice mail using a VoIP telecommunications device within a second LAN by
16 connecting to the first LAN via a wide-area network (WAN), such as the Internet.

17 49. The method claims of the '699 Patent are not directed to an abstract idea. For
18 example, claim 1 of the '699 Patent recites specific steps performed by a specific arrangement of
19 devices in a networking environment. Together those devices enable a user within a second LAN
20 to access and listen to voice mail messages stored within a first LAN. Taken as a whole, the
21 claimed inventions of the '699 Patent are not limited to well-understood, routine, or conventional
22 activity. Rather, the claimed inventions include inventive components that improve upon the
23 functioning and operation of information processing systems.

24 50. The written description of the '699 Patent describes in technical detail each of the
25 limitations of the method claims, allowing a skilled artisan to understand the scope of the method
26 claims and how the non-conventional and non-generic combination of claim limitations is patently
27

1 distinct from and improved upon what may have been considered conventional or generic in the
2 art at the time of the invention.

3 51. Freshworks has infringed the method claims of the '699 Patent by making, having
4 made, using, importing, providing, supplying, distributing, selling, or offering the Accused
5 Instrumentalities for sale.

6 52. The Accused Instrumentalities operate under a routable protocol including, but not
7 limited to, for example, TCP/IP or UDP/IP.

8 53. The Accused Instrumentalities include VoIP servers that store a voice mail message
9 in a voice mail box in a voice mail system within a first LAN.

10 54. The Accused Instrumentalities include VoIP telephony devices coupled to the
11 second LAN that provide a sensory indication when the voice message is stored in the voice mail
12 box within the first LAN. The VoIP telephony devices allow a user to access the voice mail system
13 within the first LAN to listen to the voice message stored in the voice mail box. The VoIP
14 telephony devices allow a user to access the voice mail message stored in the voice mail box
15 provided by the VoIP Servers by using communication protocols, including, but not limited to, for
16 example, TCP/IP, UDP/IP, Session Initiation Protocol (SIP), Session Description Protocol (SDP),
17 Real-time Transport Protocol (RTP), and Real-time Transport Control Protocol (RTCP) protocols
18 to: (i) establish a channel between the first and second LANs over the WAN; (ii) couple an audio
19 path over the channel between the telecommunications device and the voice mail box; and (iii)
20 stream voice data containing the voice message from the voice mail box to the telecommunications
21 device over the audio path.

22 55. The VoIP telephony devices and VoIP servers can establish a channel between the
23 first and second LANs over the WAN, wherein the establishing includes: (i) in response to an
24 input at VoIP telephony devices, sending a user mail box connection message from the second
25 LAN to the first LAN requesting a channel, wherein the user mail box connection message includes
26 an extension associated with VoIP telephony devices and an identification of the voice mail box;

1 (ii) assigning the channel by VoIP servers in the first LAN; and (iii) sending a connection
2 established message from VoIP servers in the first LAN to the second LAN.

3 56. As described above, Freshworks has directly infringed (literally or under the
4 doctrine of equivalents) one or more method claims, including at least Claim 1 of the '699 Patent.
5 Estech does not allege infringement of any non-method claims of the '699 patent.

6 57. Estech has been damaged as a result of the infringing conduct by Freshworks
7 alleged above. Thus, Freshworks is liable to Estech in an amount that adequately compensates it
8 for such infringements, which by law cannot be less than a reasonable royalty, together with
9 interest and costs as fixed by this Court under 35 U.S.C. § 284.

10 58. Estech or its predecessors-in-interest have satisfied all statutory obligations
11 required to collect pre-filing damages for the full period allowed by law for infringement of the
12 '699 Patent.

13 **JURY DEMAND**

14 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Estech requests a trial by jury
15 on all issues triable by a jury.

16 **PRAYER FOR RELIEF**

17 Estech requests that the Court find in its favor and against Freshworks, and that the Court
18 grant Estech the following relief:

19 a. Judgment that one or more claims of the Estech Asserted Patents have been
20 infringed, either literally or under the doctrine of equivalents, by Freshworks or all others acting
21 in concert therewith;

22 b. A permanent injunction enjoining Freshworks and its officers, directors, agents,
23 servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in
24 concert therewith from infringement of the '298 Patent; or, in the alternative, an award of a
25 reasonable ongoing royalty for future infringement of the '298 Patent by such entities;

1 c. Judgment that Freshworks accounts for and pays to Estech all damages to and costs
2 incurred by Estech because of Freshworks's infringing activities and other conduct complained of
3 herein;

4 d. Judgment that Freshworks's infringement be found willful, and that the Court
5 award treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284;

6 e. Pre-judgment and post-judgment interest on the damages caused by Freshworks's
7 infringing activities and other conduct complained of herein;

8 f. That this Court declare this an exceptional case and award Estech its reasonable
9 attorneys' fees and costs in accordance with 35 U.S.C. § 285; and

10
11 All other and further relief as the Court may deem just and proper under the circumstances.

12
13 Dated: April 26, 2024

Respectfully submitted,

/s/ Stephen R. Dartt

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