

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

ELIA DATA OF TEXAS, LLC,

Plaintiff,

v.

AMAZON.COM, INC.,

Defendant.

CIVIL ACTION NO. 2:13-cv-517

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

1. This is an action for patent infringement in which Elia Data of Texas, LLC (“Elia” or “Plaintiff”), makes the following allegations against Amazon.com, Inc. (“Amazon” or “Defendant”).

PARTIES

2. Plaintiff is a Texas limited liability company with its principal place of business at 1333 W. McDermott Drive, Suite 200, Allen, Texas 75013. Elia’s president is Daniel F. Perez.

3. On information and belief, Defendant Amazon.com, Inc. (“Amazon”), is a Delaware corporation with its principal place of business at 1200 12th Avenue South, Suite 1200, Seattle, Washington 98144-2734. Defendant Amazon’s registered agent in Texas appears to be Corporation Service Company, 701 Brazos Street, Suite 1050, Austin, Texas 78701.

JURISDICTION AND VENUE

4. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. Venue is proper in this district under 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, Defendant has transacted business in this district, and has committed and/or induced acts of patent infringement in this district.

6. On information and belief, Amazon is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to its substantial business in this forum, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Texas and in this Judicial District.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 7,113,996

7. Plaintiff is the owner by assignment of United States Patent No. 7,113,996 ("the '996 Patent") entitled "Method and system for secured transport and storage of data on a network" – including all rights to recover for past and future acts of infringement. The '996 Patent issued on September 26, 2006. A true and correct copy of the '996 Patent is attached as Exhibit A.

8. Upon information and belief, Amazon has been and now is directly or through intermediaries is making, made, having made, installing, installed, using, used, importing, imported, providing, provided, supplying, supplied, distributing, distributed, selling, sold, offering and/or offered for sale products and/or systems (the "infringing products/systems") that infringe or, when used by their intended users in the manner intended by Amazon, infringe(d) one or more claims of the '996 Patent in the State of Texas, in this judicial district, and elsewhere in the United States. The infringing products/systems are designed and/or programmed to provide secure transport of secure packets (referred to by Amazon as "Private Content") along a network, comprising multiple nodes. A first and a second of those network nodes are operationally coupled within or to, and operationally under control of, the infringing products/systems. The infringing products/systems are designed and/or programmed to provide creation of secure packets – related to a given data or communications transmission – at a node

where an end user makes a request, or where an object is retrieved from or revised on a server, for example. This is a first node in communication with a second node (e.g., “origin” or originator and recipient). The infringing products/systems are designed and/or programmed such that each secure packet contains identical retrieval information. The infringing products/systems are further designed and/or programmed to provide numerous relay constructs for communication across the network (in some instances referred to by Amazon as “edge locations”). The infringing products/systems are designed and/or programmed to provide relay constructs operable to receive secure packets (in some instances referred to by Amazon as “signed”) and non-secure packets (in some instances referred to by Amazon as “public”), from nodes and/or relay constructs along the network. The relay constructs of the infringing products/systems are designed and/or programmed to identify retrieval information embedded or encoded within secure packets. The relay constructs of the infringing products/systems are designed and/or programmed to forward secure packets to other secure relay constructs, and/or to forward non-secure packets to a destination relay (in some instances referred to by Amazon as “hops”). The infringing products/systems are designed and/or programmed such that when a retrieval condition has been indicated, initiated, or otherwise communicated with respect to a second network node, a secure relay construct forwards related secure packets to that second network node. The second network node is designed and/or programmed to create and communicate the retrieval condition – which is related to the retrieval information in the secure packets – and thereafter receive those secure packets. The infringing products/systems are designed and/or programmed such that the first and second network nodes are operationally separate from the secure relay constructs along the network. Without limiting or waiving Plaintiff’s right to later amend or supplement its Complaint, Amazon’s infringing products/systems include Amazon’s CloudFront Web Service (e.g., CloudFront APIs), operating independently or cooperatively with: Amazon’s AWS (Amazon Web Service) Management Console, Simple Storage Service (Amazon S3), Elastic Compute Cloud (Amazon EC2), Elastic Load Balancing, and/or Route 53. Use of these infringing products/systems, in their intended manner and as designed and/or programmed, infringes one or more claims of the ‘996 Patent. Furthermore, the infringing products/systems appear to operate in a “software as a service (SaaS)” or “infrastructure as a service (IaaS)” manner, where end users use the infringing products/services under the influence and control of Amazon. Effectively, Amazon “hosts” end

users while they use the infringing products and services, on Amazon owned or controlled systems. Amazon thus directly and indirectly infringes, jointly infringes, contributes to and/or induces infringement of one or more claims of the '996 Patent. Defendant Amazon is thus liable for infringement of the '996 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter:

1. A judgment in favor of Plaintiff that Defendant has infringed, directly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '996 Patent;
2. A permanent injunction enjoining Defendant and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '996 Patent;
3. A judgment and order requiring Defendant to pay Plaintiff its damages, costs, expenses, and prejudgment and post-judgment interest for Defendant's infringement of the '996 Patent as provided under 35 U.S.C. § 284;
4. An award to Plaintiff for enhanced damages resulting from the knowing, deliberate, and willful nature of Defendant's prohibited conduct with notice being made as of the date of correspondence with Defendant, or at least as early as the date of the filing of this Complaint, as provided under 35 U.S.C. § 284;
5. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Plaintiff its reasonable attorneys' fees; and
6. Any and all other relief to which Plaintiff may show itself to be entitled.

DEMAND FOR JURY TRIAL

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

June 21, 2013

Respectfully Submitted,

ELIA DATA OF TEXAS

By: /s/ Ronald W. Burns

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ATTORNEY FOR PLAINTIFF

ELIA DATA OF TEXAS

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, the foregoing was served on all counsel of record who have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed. R. Civ. P. 5(d) and Local Rule CV-5(d), all others not deemed to have consented to electronic service will be served with a true and correct copy of the foregoing by email, on this the 21st day of June, 2013.

/s/ Ronald W. Burns

Ronald W. Burns, Esq.