

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

**GANAS, LLC,**

**Plaintiff,**

**v.**

- (1) DELL, INC.;**
- (2) ADVANCED MICRO DEVICES, INC.;**
- (3) ALCOA INC.;**
- (4) AUTOMATIC DATA PROCESSING, INC.;**
- (5) AVAYA INC.;**
- (6) BURROUGHS PAYMENT SYSTEMS, INC.;**
- (7) DR PEPPER SNAPPLE GROUP, INC.;**
- (8) THE DUN & BRADSTREET CORP.;**
- (9) F5 NETWORKS, INC.;**
- (10) FEDEX CORP.;**
- (11) MOTOROLA MOBILITY, INC.,**
- (12) NOKIA, INC.,**
- (13) OFFICE DEPOT, INC.;**
- (14) PRUDENTIAL FINANCIAL, INC.;**
- (15) SALESFORCE.COM, INC.;**
- (16) TRANSUNION CORP.; and**
- (17) VOCUS, INC.;**

**Defendants.**

**CIVIL ACTION NO. 2:12-CV-324**

**JURY TRIAL DEMANDED**

**PLAINTIFF'S FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

1. This is an action for patent infringement in which Ganas, LLC, makes the following allegations against: Dell, Inc.; Advanced Micro Devices, Inc.; Alcoa Inc.; Automatic Data Processing, Inc.; Avaya Inc.; Burroughs Payment Systems, Inc.; Dr. Pepper Snapple Group, Inc.; The Dun & Bradstreet Corp.; F5 Networks, Inc.; FedEx Corp.; Motorola Mobility Holdings, Inc.; Nokia, Inc.; Office Depot, Inc.; Prudential Financial, Inc.; Salesforce.com, Inc.; TransUnion Corp.; and Vocus, Inc. (collectively the "Defendants").

## PARTIES

2. Plaintiff Ganas, LLC (“Plaintiff” or “Ganas”) is a Texas limited liability company with a principal place of business at 1333 W. McDermott Drive, Suite 241, Allen, Texas 75013. Ganas’ president is Daniel F. Perez.

3. On information and belief, Dell, Inc. (“Dell”), is a Delaware corporation with a principal place of business at One Dell Way, Round Rock, Texas 78682. Defendant Dell’s registered agent in Texas appears to be Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

4. On information and belief, Advanced Micro Devices, Inc. (“AMD”), is a Delaware corporation with a principal place of business at One AMD Place, Sunnyvale, California 94088. Defendant AMD’s registered agent in Texas appears to be CT Corporation System, 350 N St. Paul St., Suite 2900, Dallas, Texas 75201.

5. On information and belief, Alcoa Inc. (“Alcoa”), is a Pennsylvania corporation with a principal place of business at 390 Park Avenue, New York, New York, 10022-4608. Defendant Alcoa’s registered agent in Texas appears to be CT Corporation System, 350 N. St. Paul Street, Suite 2900, Dallas, Texas 75201.

6. On information and belief, Automatic Data Processing, Inc. (“ADP”), is a Delaware corporation with a principal place of business at One ADP Boulevard, MS 325, Roseland, New Jersey 07068-1728. Defendant ADP’s registered agent in Texas appears to be National Registered Agents, Inc., 16055 Space Center, Suite 235, Houston, Texas 77062.

7. On information and belief, Avaya Inc. (“Avaya”), is a Delaware corporation with a principal place of business at 211 Mount Airy Road, Basking Ridge, New Jersey 07920. Defendant Avaya’s registered agent in Texas appears to be CT Corporation System, 350 N St. Paul St., Suite 2900, Dallas, Texas 75201.

8. On information and belief, Burroughs Payment Systems, Inc. (“Burroughs”), is a Delaware corporation with a principal place of business at 41100 Plymouth Rd., Plymouth, Michigan 48170. Defendant Burroughs’ registered agent in Texas appears to be CT Corporation System, 350 N St. Paul St., Suite 2900, Dallas, Texas 75201.

9. On information and belief, Dr. Pepper Snapple Group, Inc. (“DRP”), is a Delaware corporation with a principal place of business at 5301 Legacy Drive, Plano, Texas

75024. Defendant DRP's registered agent in Texas appears to be CT Corporation System, 350 N St. Paul St., Suite 2900, Dallas, Texas 75201.

10. On information and belief, The Dun & Bradstreet Corp. ("D&B"), is a Delaware corporation with a principal place of business at 103 John F. Kennedy Pkwy., Short Hills, New Jersey 07078. Defendant D&B's registered agent in Texas appears to be CT Corporation System, 350 N St. Paul St., Suite 2900, Dallas, Texas 75201.

11. On information and belief, F5 Networks, Inc. ("F5"), is a Washington corporation with a principal place of business at 401 Elliott Avenue West, Seattle, Washington 98119. Defendant F5's registered agent in Texas appears to be CT Corporation System, 350 N St. Paul St., Suite 2900, Dallas, Texas 75201.

12. On information and belief, FedEx Corp. ("Fedex"), is a Delaware corporation with a principal place of business at 942 South Shady Grove Road, Memphis, Tennessee 38120. Defendant FedEx's registered agent in Texas appears to be CT Corporation System, 350 N St. Paul St., Suite 2900, Dallas, Texas 75201.

13. On information and belief, Motorola Mobility, Inc. ("Motorola"), is a Delaware corporation with a principal place of business at 600 N. U.S. Highway 45, Libertyville, Illinois 60048. Defendant Motorola's registered agent in Texas appears to be CT Corporation System, 350 N St. Paul St., Suite 2900, Dallas, Texas 75201.

14. On information and belief, Nokia, Inc. ("Nokia"), is a Delaware corporation with a principal place of business at 6000 Connection Dr., # MD2-2210, Irving, Texas 75039. Defendant Nokia's registered agent in Texas appears to be National Registered Agents, Inc., 16055 Space Center Blvd., Suite 235, Houston, Texas 77062.

15. On information and belief, Office Depot, Inc. ("Office Depot"), is a Delaware corporation with a principal place of business at 6600 North Military Trail, Boca Raton, Florida 33496. Defendant Office Depot's registered agent in Texas appears to be Corporate Creations Network Inc., 4265 San Felipe, #1100, Houston, TX 77027.

16. On information and belief, Prudential Financial, Inc. ("Prudential"), is a New Jersey corporation with a principal place of business at 751 Broad Street, Newark, New Jersey 07102. Prudential engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. Prudential may therefore be served with process by serving the Secretary of State of the State of Texas at 1019 Brazos Street,

Austin, Texas 78701 pursuant to the Texas Long Arm Statute, Texas Civil Practice & Remedies Code §17.044 and asking the Secretary of State to serve Prudential at its principal place of business and home office at 751 Broad Street, Newark, New Jersey 07102.

17. On information and belief, Salesforce.com, Inc. (“Salesforce”), is a Delaware corporation with a principal place of business at The Landmark @ One Market, Suite 300, San Francisco, California 94105. Defendant Salesforce’s registered agent in Texas appears to be CT Corporation System, 350 N. St. Paul Street, Suite 2900, Dallas, Texas 75201.

18. On information and belief, TransUnion Corp. (“TransUnion”), is a Delaware corporation with a principal place of business at 555 West Adams Street, Chicago, Illinois 60661. TransUnion engages in business in Texas but has not designated or maintained a resident agent for service of process in Texas as required by statute. TransUnion may therefore be served with process by serving the Secretary of State of the State of Texas at 1019 Brazos Street, Austin, Texas 78701 pursuant to the Texas Long Arm Statute, Texas Civil Practice & Remedies Code §17.044 and asking the Secretary of State to serve TransUnion at its principal place of business and home office at 555 West Adams Street, Chicago, Illinois 60661.

19. On information and belief, Vocus, Inc. (“Vocus”), is a Delaware corporation with a principal place of business at 12051 Indian Creek Court, Beltsville, Maryland 20705. Defendant Vocus’ registered agent in Texas appears to be Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

### **JURISDICTION AND VENUE**

20. 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).

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

22. On information and belief, Defendant Dell 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.

23. On information and belief, Defendant AMD 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.

24. On information and belief, Defendant Alcoa 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.

25. On information and belief, Defendant ADP 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.

26. On information and belief, Defendant Avaya 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.

27. On information and belief, Defendant Burroughs 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.

28. On information and belief, Defendant DRP 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.

29. On information and belief, Defendant D&B 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.

30. On information and belief, Defendant F5 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.

31. On information and belief, Defendant Fedex 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.

32. On information and belief, Defendant Motorola 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.

33. On information and belief, Defendant Nokia 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.

34. On information and belief, Defendant Office Depot 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

35. On information and belief, Defendant Prudential 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.

36. On information and belief, Defendant Salesforce 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.

37. On information and belief, Defendant TransUnion 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.

38. On information and belief, Defendant Vocus 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.

### **JOINDER**

39. Defendants are properly joined under 35 U.S.C. § 299(a)(1) because a right to relief is asserted against the parties jointly, severally, and in the alternative with respect to the same transaction, occurrence, or series of transactions or occurrences relating to the making, using, importing into the United States, offering for sale, and/or selling the same accused products. Specifically, as alleged in detail below, defendants are alleged to infringe the patent in suit with respect to a large number of overlapping solutions, platforms, and/or software.

40. Defendants are properly joined under 35 U.S.C. § 299(a)(2). Questions of fact will arise that are common to all defendants, including for example, whether the solutions, platforms, and/or software alleged to infringe have features that meet the limitations of one or more claims of the patent-in-suit, and what reasonable royalty will be adequate to compensate the owner of the patent-in-suit for its infringement.

### **COUNT I**

#### **INFRINGEMENT OF U.S. PATENT NO. 7,136,913**

41. Plaintiff is the owner by assignment of United States Patent No. 7,136,913 ("the '913 Patent") entitled "Object oriented communication among platform independent systems across a firewall over the internet using HTTP-SOAP"—including all rights to recover for past and future acts of infringement. The '913 Patent issued on November 14, 2006. A true and correct copy of the '913 Patent is attached as Exhibit A.

42. Upon information and belief, Defendant Dell directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied,



distributed, sold, and/or offered for sale products and/or systems (including at least its Atomsphere products/systems (“Atomsphere platform”) and Boomi products/systems (“Boomi platform”)) that infringed one or more claims of the ‘913 Patent.

43. Upon information and belief, Defendant Dell directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including Salesforce’s CRM platform/systems) that infringed one or more claims of the ‘913 Patent.

44. Upon information and belief, Defendant AMD directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the ‘913 patent (including at least Salesforce’s CRM platform/systems).

45. Upon information and belief, Defendant Alcoa directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the ‘913 patent (including ADP’s TWE Solution Platform).

46. Upon information and belief, Defendant ADP directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the ‘913 patent (including ADP’s Taxware Enterprise software/software as a service (SaaS) products/systems (“TWE Solution Platform”), and its Hosted TWE Solution Platform).

47. Upon information and belief, Defendant ADP directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the ‘913 patent (including Dell’s Atomsphere and/or Boomi platform(s)).

48. Upon information and belief, Defendant ADP directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the ‘913 patent (including Salesforce’s CRM platform/systems).

49. Upon information and belief, Defendant Avaya directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied,

distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including Salesforce's CRM platform/systems).

50. Upon information and belief, Defendant Burroughs directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including Dell's Atomsphere and/or Boomi platform(s)).

51. Upon information and belief, Defendant DRP directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including Salesforce's CRM platform/systems).

52. Upon information and belief, Defendant D&B directly or through intermediaries, including its suppliers and/or customers and its Hoover's Inc. company, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including Salesforce's CRM platform/systems).

53. Upon information and belief, Defendant F5 directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including F5's BIG-IP platform/systems).

54. Upon information and belief, Defendant F5 directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including Salesforce's CRM platform/systems).

55. Upon information and belief, Defendant Fedex directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including Salesforce's CRM platform/systems).

56. Upon information and belief, Defendant Motorola directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported,

provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including Salesforce's CRM platform/systems).

57. Upon information and belief, Defendant Nokia directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including Nokia's Software Updater platform/systems).

58. Upon information and belief, Defendant Nokia directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including Salesforce's CRM platform/systems).

59. Upon information and belief, Defendant Office Depot directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including ADP's TWE Solution Platform).

60. Upon information and belief, Defendant Prudential directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including Salesforce's CRM platform/systems).

61. Upon information and belief, Defendant Salesforce directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including its customer relationship management (CRM) products/systems ("CRM platform"), Dell's Atomsphere and/or Boomi platform(s), and ADP's software/software as a service (SaaS) products/systems).

62. Upon information and belief, Defendant TransUnion directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including Salesforce's CRM platform/systems).

63. Upon information and belief, Defendant Vocus directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied,

distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '913 patent (including Salesforce's CRM platform/systems).

## COUNT II

### INFRINGEMENT OF U.S. PATENT NO. 7,325,053

64. Plaintiff is the owner by assignment of United States Patent No. 7,325,053 ("the '053 Patent") entitled "Object oriented communication among platform independent systems across a firewall over networks using SOAP"—including all rights to recover for past and future acts of infringement. The '053 Patent issued on January 29, 2008. A true and correct copy of the '053 Patent is attached as Exhibit B.

65. Upon information and belief, Defendant Dell directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least its Atomsphere products/systems ("Atomsphere platform") and Boomi products/systems ("Boomi platform")) that infringed one or more claims of the '053 Patent.

66. Upon information and belief, Defendant Dell directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including Salesforce's CRM platform/systems) that infringed one or more claims of the '053 Patent.

67. Upon information and belief, Defendant AMD directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including at least Salesforce's CRM platform/systems).

68. Upon information and belief, Defendant Alcoa directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including ADP's TWE Solution Platform).

69. Upon information and belief, Defendant ADP directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more

claims of the '053 patent (including ADP's Taxware Enterprise software/software as a service (SaaS) products/systems ("TWE Solution Platform"), and its Hosted TWE Solution Platform).

70. Upon information and belief, Defendant ADP directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Dell's Atmosphere and/or Boomi platform(s)).

71. Upon information and belief, Defendant ADP directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Salesforce's CRM platform/systems).

72. Upon information and belief, Defendant Avaya directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Salesforce's CRM platform/systems).

73. Upon information and belief, Defendant Burroughs directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Dell's Atmosphere and/or Boomi platform(s)).

74. Upon information and belief, Defendant DRP directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Salesforce's CRM platform/systems).

75. Upon information and belief, Defendant D&B directly or through intermediaries, including its suppliers and/or customers and its Hoover's Inc. company, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Salesforce's CRM platform/systems).

76. Upon information and belief, Defendant F5 directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied,

distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including F5's BIG-IP platform/systems).

77. Upon information and belief, Defendant F5 directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Salesforce's CRM platform/systems).

78. Upon information and belief, Defendant Fedex directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Salesforce's CRM platform/systems).

79. Upon information and belief, Defendant Motorola directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Salesforce's CRM platform/systems).

80. Upon information and belief, Defendant Nokia directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Nokia's Software Updater platform/systems).

81. Upon information and belief, Defendant Nokia directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Salesforce's CRM platform/systems).

82. Upon information and belief, Defendant Office Depot directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including ADP's TWE Solution Platform).

83. Upon information and belief, Defendant Prudential directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Salesforce's CRM platform/systems).

84. Upon information and belief, Defendant Salesforce directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including its customer relationship management (CRM) products/systems ("CRM platform"), Dell's Atomsphere and/or Boomi platform(s), and ADP's software/software as a service (SaaS) products/systems).

85. Upon information and belief, Defendant TransUnion directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Salesforce's CRM platform/systems).

86. Upon information and belief, Defendant Vocus directly or through intermediaries, including its suppliers and/or customers, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems that infringed one or more claims of the '053 patent (including Salesforce's CRM platform/systems).

#### **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.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court enter:

a. A judgment in favor of Plaintiff that Defendants have infringed, directly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '913 and '053 Patents;

b. A permanent injunction enjoining Defendants and their 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 '913 and '053 Patents;

c. A judgment and order requiring Defendants to pay Plaintiff its damages, costs, expenses, and pre-judgment and post-judgment interest for Defendants' infringement of the '913 and '053 Patents as provided under 35 U.S.C. § 284;

d. An award to Plaintiff for enhanced damages resulting from the knowing, deliberate, and willful nature of Defendants' prohibited conduct with notice being made as of the date of correspondence with each Defendant, or at least as early as the date of the filing of this Complaint, as provided under 35 U.S.C. § 284;

e. 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

f. Any and all other relief to which Plaintiff may show itself to be entitled.

Dated: Sep. 2, 2013

Respectfully Submitted,

**GANAS, LLC**

By: /s/ Ronald W. Burns  
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**ATTORNEY FOR PLAINTIFF**  
**GANAS, LLC, LLC**

### **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 2<sup>nd</sup> day of September, 2013.

/s/ Ronald W. Burns  
Ronald W. Burns, Esq.