

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CLOUDING CORP.,

Plaintiff,

v.

VERIZON COMMUNICATIONS INC.,
VERIZON ONLINE LLC, TERREMARK
NORTH AMERICA LLC, and
VERIZON BUSINESS NETWORK
SERVICES INC.,

Defendants.

C.A. No. _____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

This is an action for patent infringement arising under the Patent Laws of the United States of America, 35 U.S.C. § 1 *et seq.* in which Plaintiff Clouding Corp. (“Clouding” or “Plaintiff”) makes the following allegations against Defendants Verizon Communications Inc. Verizon Online LLC, Terremark North America LLC, and Verizon Business Network Services Inc. (collectively, “Verizon” or “Defendant”).

BACKGROUND

This instant Complaint alleges Verizon infringed and continues to infringe the same patents at issue in *Clouding IP, LLC v. Verizon Online LLC et al.*, 13-cv-01458-LPS (D. Del) (“Clouding IP Litigation”) filed on August 17, 2013. The patents asserted here, and in the Clouding IP Litigation, were assigned by Symantec Corporation to Clouding IP, LLC. On July 28, 2014, the District Court dismissed the Clouding IP Litigation finding that a lack of prudential standing deprived the Court of subject matter jurisdiction. On August 10, 2014, Clouding IP, LLC and Symantec Corporation entered into an amended and restated Patent Purchase Agreement resolving all of the issues identified by the District Court in its July 28, 2014 Order.

On August 11, 2014, Clouding IP, LLC moved for reconsideration of the District Court's dismissal for failing to grant leave for Clouding IP, LLC to amend its pleadings to cure the alleged defect regarding prudential standing. While the motion for reconsideration was pending and prior to the filing of the instant Complaint, Clouding IP, LLC transferred the patents asserted here and in the Clouding IP Litigation to Clouding Corp.

PARTIES

1. Plaintiff Clouding Corp. is a Delaware corporation with its principal place of business at 11100 Santa Monica Blvd., Ste. 380, Los Angeles, California 90025.

2. On information and belief, Defendant Verizon Communications Inc. is a Delaware corporation with its principal place of business at 140 West Street, New York, New York 10007. On information and belief, Verizon may be served via its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

3. On information and belief, Verizon Online LLC is a Delaware limited liability company with a principal place of business at 22001 Loudoun County Parkway, Mail Code C1-3-507, Ashburn, Virginia 20147. On information and belief, Verizon Online LLC may be served via its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

4. On information and belief, Terremark North America LLC is a Florida limited liability company with a principal place of business at 50 NE 9th Street, Miami, Florida 33132. On information and belief, Terremark North America LLC can be served via its registered agent, CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324.

5. On information and belief, Verizon Business Network Services Inc. is a Delaware corporation with a principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920. On information and belief, Verizon Business Network Services Inc. may be served via its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

JURISDICTION AND VENUE

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

7. On information and belief, Defendant Verizon is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Delaware Long Arm Statute, due to having availed itself of the rights and benefits of Delaware by incorporating under Delaware law and conducting 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 Delaware and in this Judicial District.

8. Venue is proper in this district under 28 U.S.C. §§ 1391(b), 1391(c) and 1400(b). Defendant Verizon is incorporated in this district, and on information and belief, Verizon is subject to personal jurisdiction in this district, has transacted business in this district and has committed acts of patent infringement in this district.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 5,495,607

9. Plaintiff Clouding realleges and incorporates by reference paragraphs 1-8 above, as if fully set forth herein.

10. Plaintiff Clouding is the owner by assignment of United States Patent No. 5,495,607 (“the ‘607 patent”) titled “Network Management System Having Virtual Catalog Overview of Files Distributively Stored Across Network Domain.” The ‘607 patent was duly and legally issued by the United States Patent and Trademark Office on February 27, 1996. Clouding is the owner by assignment from Clouding IP, LLC of the ‘607 patent. A true and correct copy of the ‘607 patent is included as Exhibit A.

11. Defendant Verizon operates one or more server farms (comprising, *inter alia*, servers and computers on a network) that are located in its data centers in the United States. On information and belief, Verizon’s one or more server farms provide and support cloud computing products and/or services. On information and belief, Verizon makes and/or uses a system for monitoring the health of at least some of Verizon’s servers and computers over a network in its data centers.

12. On information and belief, Defendant Verizon has infringed and continues to infringe the ‘607 patent by, among other things, making, using, offering for sale, and/or selling systems, and products and/or services related thereto, covered by one or more claims of the ‘607 patent. Such systems include, by way of example and without limitation, a system made and/or used by Verizon to monitor the health of servers and computers located in its data centers that support Verizon’s Terremark services, which is covered by one or more claims of the ‘607 patent, including but not limited to claim 9. By making, using, offering for sale, and/or selling such systems, and products and/or services related thereto, covered by one or more claims of the ‘607 patent, Verizon has injured Clouding and is liable to Clouding for infringement of the ‘607 patent pursuant to 35 U.S.C. § 271.

13. As a result of Defendant Verizon's infringement of the '607 patent, Plaintiff Clouding has suffered monetary damages and is entitled to a money judgment in an amount adequate to compensate for Verizon's infringement, but in no event less than a reasonable royalty for the use made of the invention by Verizon, together with interest and costs as fixed by the Court.

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 5,825,891

14. Plaintiff Clouding realleges and incorporates by reference paragraphs 1-13 above, as if fully set forth herein.

15. Plaintiff Clouding is the owner by assignment of United States Patent No. 5,825,891 (the '891 patent') titled "Key Management For Network Communication." The '891 patent was duly and legally issued by the United States Patent and Trademark Office on October 20, 1998. Clouding is the owner by assignment from Clouding IP, LLC of the '891 patent. A true and correct copy of the '891 patent is included as Exhibit B.

16. Defendant Verizon makes, uses, sells, and offers for sale in the United States products and/or services for cloud computing. On information and believe, at least some of Verizon's cloud computing products and/or services provide or support use of a method for updating a tunnel record.

17. On information and belief, Defendant Verizon has infringed and continues to infringe the '891 patent by, among other things, making, using, offering for sale, and/or selling cloud computing products and/or services covered by one or more claims of the '891 patent. Such cloud computing products and/or services include, by way of example and without limitation, Verizon's Virtual Private Networking ("VPN") services, the use of which are covered by one or more claims of the '891 patent, including but not limited to claim 6. By making,

using, offering for sale, and/or selling such products and services covered by one or more claims of the '891 patent, Verizon has injured Clouding and is liable to Clouding for infringement of the '891 patent pursuant to 35 U.S.C. § 271.

18. As a result of Defendant Verizon's infringement of the '891 patent, Plaintiff Clouding has suffered monetary damages and is entitled to a money judgment in an amount adequate to compensate for Verizon's infringement, but in no event less than a reasonable royalty for the use made of the invention by Verizon, together with interest and costs as fixed by the Court.

COUNT III
INFRINGEMENT OF U.S. PATENT NO. 5,944,839

19. Plaintiff Clouding realleges and incorporates by reference paragraphs 1-18 above, as if fully set forth herein.

20. Plaintiff Clouding is the owner by assignment of United States Patent No. 5,944,839 (the '839 patent") titled "System and Method for Automatically Maintaining a Computer System." The '839 patent was duly and legally issued by the United States Patent and Trademark Office on August 31, 1999. Clouding is the owner by assignment from Clouding IP, LLC of the '839 patent. A true and correct copy of the '839 patent is included as Exhibit C.

21. Defendant Verizon makes, uses, sells, and offers for sale in the United States products and/or services for cloud computing. On information and believe, at least some of Verizon's cloud computing products and/or services provide or support use of a method for optimizing computer systems.

22. On information and belief, Defendant Verizon has infringed and continues to infringe the '839 patent by, among other things, making, using, offering for sale, and/or selling cloud computing products and/or services covered by one or more claims of the '839 patent.

Such cloud computing products and/or services include, by way of example and without limitation, Verizon's Automated Server Monitoring and Remediation Service, the use of which is covered by one or more claims of the '839 patent, including but not limited to claim 6. By making, using, offering for sale, and/or selling such products and services covered by one or more claims of the '839 patent, Verizon has injured Clouding and is liable to Clouding for infringement of the '839 patent pursuant to 35 U.S.C. § 271.

23. As a result of Defendant Verizon's infringement of the '839 patent, Plaintiff Clouding has suffered monetary damages and is entitled to a money judgment in an amount adequate to compensate for Verizon's infringement, but in no event less than a reasonable royalty for the use made of the invention by Verizon, together with interest and costs as fixed by the Court.

COUNT IV
INFRINGEMENT OF U.S. PATENT NO 6,738,799

24. Plaintiff Clouding realleges and incorporates by reference paragraphs 1-23 above, as if fully set forth herein.

25. Plaintiff Clouding is the owner by assignment of United States Patent No. 6,738,799 (the '799 patent") titled "Methods and Apparatuses for File Synchronization and Updating Using a Signature List." The '799 patent was duly and legally issued by the United States Patent and Trademark Office on May 18, 2004. Clouding is the owner by assignment from Clouding IP, LLC of the '799 patent. A true and correct copy of the '799 patent is included as Exhibit D.

26. Defendant Verizon makes, uses, sells, and offers for sale in the United States products and/or services for cloud computing. On information and believe, at least some of

Verizon's cloud computing products and/or services provide or support use of a method for updating records in computer networks.

27. On information and belief, Defendant Verizon has infringed and continues to infringe the '799 patent by, among other things, making, using, offering for sale, and/or selling cloud computing products and/or services covered by one or more claims of the '799 patent. Such cloud computing products and/or services include, by way of example and without limitation, Verizon's Backup and Restore services, the use of which are covered by one or more claims of the '799 patent, including but not limited to claim 37. By making, using, offering for sale, and/or selling such products and services covered by one or more claims of the '799 patent, Verizon has injured Clouding and is liable to Clouding for infringement of the '799 patent pursuant to 35 U.S.C. § 271.

28. As a result of Defendant Verizon's infringement of the '799 patent, Plaintiff Clouding has suffered monetary damages and is entitled to a money judgment in an amount adequate to compensate for Verizon's infringement, but in no event less than a reasonable royalty for the use made of the invention by Verizon, together with interest and costs as fixed by the Court.

COUNT V
INFRINGEMENT OF U.S. PATENT NO. 6,925,481

29. Plaintiff Clouding realleges and incorporates by reference paragraphs 1-28 above, as if fully set forth herein.

30. Plaintiff Clouding is the owner by assignment of United States Patent No. 6,925,481 (the '481 patent") titled "Technique for Enabling Remote Data Access and Manipulation from a Pervasive Device." The '481 patent was duly and legally issued by the United States Patent and Trademark Office on August 2, 2005. Clouding is the owner by

assignment from Clouding IP, LLC of the '481 patent. A true and correct copy of the '481 patent is included as Exhibit E.

31. Defendant Verizon makes, uses, sells, and offers for sale in the United States products and/or services for cloud computing. On information and believe, at least some of Verizon's cloud computing products and/or services provide or support use of a method for data access and manipulation from a pervasive device.

32. On information and belief, Defendant Verizon has infringed and continues to infringe the '481 patent by, among other things, making, using, offering for sale, and/or selling cloud computing products and/or services covered by one or more claims of the '481 patent. Such cloud computing products and/or services include, by way of example and without limitation, Verizon's Home Control services, the use of which are covered by one or more claims of the '481 patent, including but not limited to claim 1. By making, using, offering for sale, and/or selling such products and services covered by one or more claims of the '481 patent, Verizon has injured Clouding and is liable to Clouding for infringement of the '481 patent pursuant to 35 U.S.C. § 271.

33. As a result of Defendant Verizon's infringement of the '481 patent, Plaintiff Clouding has suffered monetary damages and is entitled to a money judgment in an amount adequate to compensate for Verizon's infringement, but in no event less than a reasonable royalty for the use made of the invention by Verizon, together with interest and costs as fixed by the Court.

COUNT VI
INFRINGEMENT OF U.S. PATENT NO. 7,254,621

34. Plaintiff Clouding realleges and incorporates by reference paragraphs 1-33 above, as if fully set forth herein.

35. Plaintiff Clouding is the owner by assignment of United States Patent No. 7,254,621 (the '621 patent') titled "Technique for Enabling Remote Data Access and Manipulation from a Pervasive Device." The '621 patent was duly and legally issued by the United States Patent and Trademark Office on August 7, 2007. Clouding is the owner by assignment from Clouding IP, LLC of the '621 patent. A true and correct copy of the '621 patent is included as Exhibit F.

36. Defendant Verizon makes, uses, sells, and offers for sale in the United States products and/or services for cloud computing. On information and believe, at least some of Verizon's cloud computing products and/or services provide or support use of a method for enabling data access and manipulation from a pervasive device.

37. On information and belief, Defendant Verizon has infringed and continues to infringe the '621 patent by, among other things, making, using, offering for sale, and/or selling cloud computing products and/or services covered by one or more claims of the '621 patent. Such cloud computing products and/or services include, by way of example and without limitation, Verizon's Home Control services, the use of which are covered by one or more claims of the '621 patent, including but not limited to claim 1. By making, using, offering for sale, and/or selling such products and services covered by one or more claims of the '621 patent, Verizon has injured Clouding and is liable to Clouding for infringement of the '621 patent pursuant to 35 U.S.C. § 271.

38. As a result of Defendant Verizon's infringement of the '621 patent, Plaintiff Clouding has suffered monetary damages and is entitled to a money judgment in an amount adequate to compensate for Verizon's infringement, but in no event less than a reasonable

royalty for the use made of the invention by Verizon, together with interest and costs as fixed by the Court.

COUNT VII
INFRINGEMENT OF U.S. PATENT NO. 6,963,908

39. Plaintiff Clouding realleges and incorporates by reference paragraphs 1-38 above, as if fully set forth herein.

40. Plaintiff Clouding is the owner by assignment of United States Patent No. 6,963,908 (the '908 patent") titled "System for Transferring Customized Hardware and Software Settings from One Computer To Another Computer to Provide Personalized Operating Environments." The '908 patent was duly and legally issued by the United States Patent and Trademark Office on November 8, 2005. Clouding is the owner by assignment from Clouding IP, LLC of the '908 patent. A true and correct copy of the '908 patent is included as Exhibit G.

41. Defendant Verizon makes, uses, sells, and offers for sale in the United States products and/or services for cloud computing. On information and believe, at least some of Verizon's cloud computing products and/or services provide or support use of a method for transporting computer-based settings, files and other data from one computer to another.

42. On information and belief, Defendant Verizon has infringed and continues to infringe the '908 patent by, among other things, making, using, offering for sale, and/or selling cloud computing products and/or services covered by one or more claims of the '908 patent. Such cloud computing products and/or services include, by way of example and without limitation, Verizon's online Backup and Sharing services, the use of which are covered by one or more claims of the '908 patent, including but not limited to claim 48. By making, using, offering for sale, and/or selling such products and services covered by one or more claims of the '908

patent, Verizon has injured Clouding and is liable to Clouding for infringement of the '908 patent pursuant to 35 U.S.C. § 271.

43. As a result of Defendant Verizon's infringement of the '908 patent, Plaintiff Clouding has suffered monetary damages and is entitled to a money judgment in an amount adequate to compensate for Verizon's infringement, but in no event less than a reasonable royalty for the use made of the invention by Verizon, together with interest and costs as fixed by the Court.

COUNT VIII
INFRINGEMENT OF U.S. PATENT NO. 7,065,637

44. Plaintiff Clouding realleges and incorporates by reference paragraphs 1-43 above, as if fully set forth herein.

45. Plaintiff Clouding is the owner by assignment of United States Patent No. 7,065,637 ("the '637 patent") titled "System for Configuration of Dynamic Computing Environments Using a Visual Interface." The '637 patent was duly and legally issued by the United States Patent and Trademark Office on June 20, 2006. Clouding is the owner by assignment from Clouding IP, LLC of the '637 patent. A true and correct copy of the '637 patent is included as Exhibit H.

46. Defendant Verizon makes, uses, sells, and offers for sale in the United States products and/or services for cloud computing. On information and belief, at least some of Verizon's cloud computing products and/or services provide or support use of a visual interface to configure cloud computing resources.

47. On information and belief, Defendant Verizon has infringed and continues to infringe the '637 patent by, among other things, making, using, offering for sale, and/or selling cloud computing products and/or services covered by one or more claims of the '637 patent.

Such cloud computing products and/or services include, by way of example and without limitation, Verizon's Enterprise Cloud and vCloud Express services, the use of which are covered by one or more claims of the '637 patent, including but not limited to claim 1. By making, using, offering for sale, and/or selling such products and services covered by one or more claims of the '637 patent, Verizon has injured Clouding and is liable to Clouding for infringement of the '637 patent pursuant to 35 U.S.C. § 271.

48. As a result of Defendant Verizon's infringement of the '637 patent, Plaintiff Clouding has suffered monetary damages and is entitled to a money judgment in an amount adequate to compensate for Verizon's infringement, but in no event less than a reasonable royalty for the use made of the invention by Verizon, together with interest and costs as fixed by the Court.

COUNT IX
INFRINGEMENT OF U.S. PATENT NO. 7,272,708

49. Plaintiff Clouding realleges and incorporates by reference paragraphs 1-48 above, as if fully set forth herein.

50. Plaintiff Clouding is the owner by assignment of United States Patent No. 7,272,708 ("the '708 patent") titled "System for Configuration of Dynamic Computing Environments Using a Visual Interface." The '708 patent was duly and legally issued by the United States Patent and Trademark Office on September 18, 2007. Clouding is the owner by assignment from Clouding IP, LLC of the '708 patent. A true and correct copy of the '708 patent is included as Exhibit I.

51. Defendant Verizon makes, uses, sells, and offers for sale in the United States products and/or services for cloud computing. On information and belief, at least some of

Verizon's cloud computing products and/or services provide or support use of a visual interface to configure cloud computing resources.

52. On information and belief, Defendant Verizon has infringed and continues to infringe the '708 patent by, among other things, making, using, offering for sale, and/or selling cloud computing products and/or services covered by one or more claims of the '708 patent. Such cloud computing products and/or services include, by way of example and without limitation, Verizon's Enterprise Cloud and vCloud Express services, the use of which are covered by one or more claims of the '708 patent, including but not limited to claim 1. By making, using, offering for sale, and/or selling such products and services covered by one or more claims of the '708 patent, Verizon has injured Clouding and is liable to Clouding for infringement of the '708 patent pursuant to 35 U.S.C. § 271.

53. As a result of Defendant Verizon's infringement of the '708 patent, Plaintiff Clouding has suffered monetary damages and is entitled to a money judgment in an amount adequate to compensate for Verizon's infringement, but in no event less than a reasonable royalty for the use made of the invention by Verizon, together with interest and costs as fixed by the Court.

COUNT X
INFRINGEMENT OF U.S. PATENT NO. 7,836,292

54. Plaintiff Clouding realleges and incorporates by reference paragraphs 1-53 above, as if fully set forth herein.

55. Plaintiff Clouding is the owner by assignment of United States Patent No. 7,836,292 ("the '292 patent") titled "System for Configuration of Dynamic Computing Environments Using a Visual Interface." The '292 patent was duly and legally issued by the United States Patent and Trademark Office on November 16, 2010. Clouding is the owner by

assignment from Clouding IP, LLC of the '292 patent. A true and correct copy of the '292 patent is included as Exhibit J.

56. Defendant Verizon makes, uses, sells, and offers for sale in the United States products and/or services for cloud computing. On information and belief, at least some of Verizon's cloud computing products and/or services provide or support use of a visual interface to configure cloud computing resources.

57. On information and belief, Defendant Verizon has infringed and continues to infringe the '292 patent by, among other things, making, using, offering for sale, and/or selling cloud computing products and/or services covered by one or more claims of the '292 patent. Such cloud computing products and/or services include, by way of example and without limitation, Verizon's Enterprise Cloud and vCloud Express services, the use of which are covered by one or more claims of the '292 patent, including but not limited to claim 1. By making, using, offering for sale, and/or selling such products and services covered by one or more claims of the '292 patent, Verizon has injured Clouding and is liable to Clouding for infringement of the '292 patent pursuant to 35 U.S.C. § 271.

58. As a result of Defendant Verizon's infringement of the '292 patent, Plaintiff Clouding has suffered monetary damages and is entitled to a money judgment in an amount adequate to compensate for Verizon's infringement, but in no event less than a reasonable royalty for the use made of the invention by Verizon, together with interest and costs as fixed by the Court.

COUNT XI
INFRINGEMENT OF U.S. PATENT NO. 7.596,784

59. Plaintiff Clouding realleges and incorporates by reference paragraphs 1-58 above, as if fully set forth herein.

60. Plaintiff Clouding is the owner by assignment of United States Patent No. 7,596,784 (“the ‘784 patent”) titled “Method System and Apparatus for Providing Pay-Per-Use Distributed Computing Resources.” The ‘784 patent was duly and legally issued by the United States Patent and Trademark Office on September 29, 2009. Clouding is the owner by assignment from Clouding IP, LLC of the ‘784 patent. A true and correct copy of the ‘784 patent is included as Exhibit K.

61. Defendant Verizon makes, uses, sells, and offers for sale in the United States products and/or services for cloud computing. On information and belief, at least some of Verizon’s cloud computing products and/or services provide or support pay-per-use cloud computing.

62. On information and belief, Verizon has infringed and continues to infringe the ‘784 patent by, among other things, making, using, offering for sale, and/or selling pay-per-use cloud computing products and/or services patented under the ‘784 patent. Such pay-per-use cloud computing products and/or services include, by way of example and without limitation, include Verizon’s Enterprise Cloud and vCloud Express services, which are covered by one or more claims of the ‘784 patent, including but not limited to claim 1. By making, using, offering for sale, and/or selling such products and services covered by one or more claims of the ‘784 patent, Verizon has injured Clouding and is liable to Clouding for infringement of the ‘784 patent pursuant to 35 U.S.C. § 271.

63. As a result of Defendant Verizon’s infringement of the ‘784 patent, Plaintiff Clouding has suffered monetary damages and is entitled to a money judgment in an amount adequate to compensate for Verizon’s infringement, but in no event less than a reasonable

royalty for the use made of the invention by Verizon, together with interest and costs as fixed by the Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Clouding respectfully requests that this Court enter:

1. A judgment in favor of Plaintiff Clouding that Defendant Verizon has infringed, either literally and/or under the doctrine of equivalents, the '607 patent, the '891 patent, the '839 patent, the '799 patent, the '481 patent, the '908 patent, the '637 patent, the '621 patent, the '708 patent, the '784 patent, and the '292 patent;
2. A judgment and order requiring Defendant Verizon to pay Plaintiff Clouding its damages, costs, expenses, and pre-judgment and post-judgment interest as provided under 35 U.S.C. § 284 for Verizon's infringement of the '607 patent, the '891 patent, the '839 patent, the '799 patent, the '481 patent, the '908 patent, the '637 patent, the '621 patent, the '708 patent, the '784 patent, and the '292 patent;
3. A judgment and order that this case is exceptional and requiring Verizon to pay Plaintiff Clouding reasonable experts' fees and attorneys' fees pursuant to 35 U.S.C. § 285; and
4. Any and all other relief as the Court may deem appropriate and just under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff Clouding requests a trial by jury of any issues so triable.

September 10, 2014

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