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

AKOLOUTHEO, LLC,
 	
    Plaintiff,
 	
    v.
 	
1) SIEMENS CORP.; and
 	
2) SIEMENS PRODUCT LIFECYCLE MANAGEMENT SOFTWARE INC. (d.b.a. UGS SOFTWARE AND SERVICES CORP.),
 	
    Defendants.
	CIVIL ACTION NO.: 4:18-cv-552
	
	JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

1.   This is an action under the patent laws of the United States, Title 35 of the United States Code, for patent infringement in which Akoloutheo, LLC ("Akoloutheo" or "Plaintiff"), makes the following allegations against Siemens Corp. and Siemens Product Lifecycle Management Software Inc. (d.b.a. UGS Software and Services Corp.) (collectively, "Siemens" or "Defendants").

PARTIES

2.   Akoloutheo is a Texas limited liability company, having its primary office at 15139 Woodbluff Dr., Frisco, Texas 75035. Plaintiff's owner and sole operator is Rochelle T. Burns.

3.   Defendant Siemens Corp. is a Delaware company having a same principal place of business at 186 Wood Ave. S., Iselin, NJ 08830. Defendant Siemens Corp. – through its Digital Factory Division – is the parent company of Defendant Siemens Product Lifecycle Management Software Inc. Defendant Siemens Corp. has as a Registered Agent for service of process in Texas, which is CT Corporation System, 1999 Bryan St., Suite 900, Dallas, TX 75201.

4.   Defendant Siemens Product Lifecycle Management Software Inc. ("Siemens PLM") is a Delaware company having its principal place of business at 5800 Granite Pkwy, Suite 600, Plano, TX 75024. Defendant Siemens PLM has as a Registered Agent for service of process in Texas, which is CT Corporation System, 1999 Bryan St., Suite 900, Dallas, TX 75201.

JURISDICTION AND VENUE

5.   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).

6.   Venue is proper in this district under 28 U.S.C. §§ 1391(c), generally, and under 1400(b), specifically. Plaintiff's principal business location is within this district. Defendants have a regular and established place of business in this Judicial District, and have committed acts of patent infringement in this Judicial District.

7.   Defendants are 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 their 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.

8.   Defendants maintain the office(s) of Siemens PLM operate a first office complex at 5800 Granite Pkwy, Suite 600, in Plano, Texas – within the Eastern District of Texas.

9.   Defendants have infringed by transacting and conducting business within the Eastern District of Texas. Operations at Defendants' Plano location include sales and/or business development of or for Defendants' infringing instrumentalities:
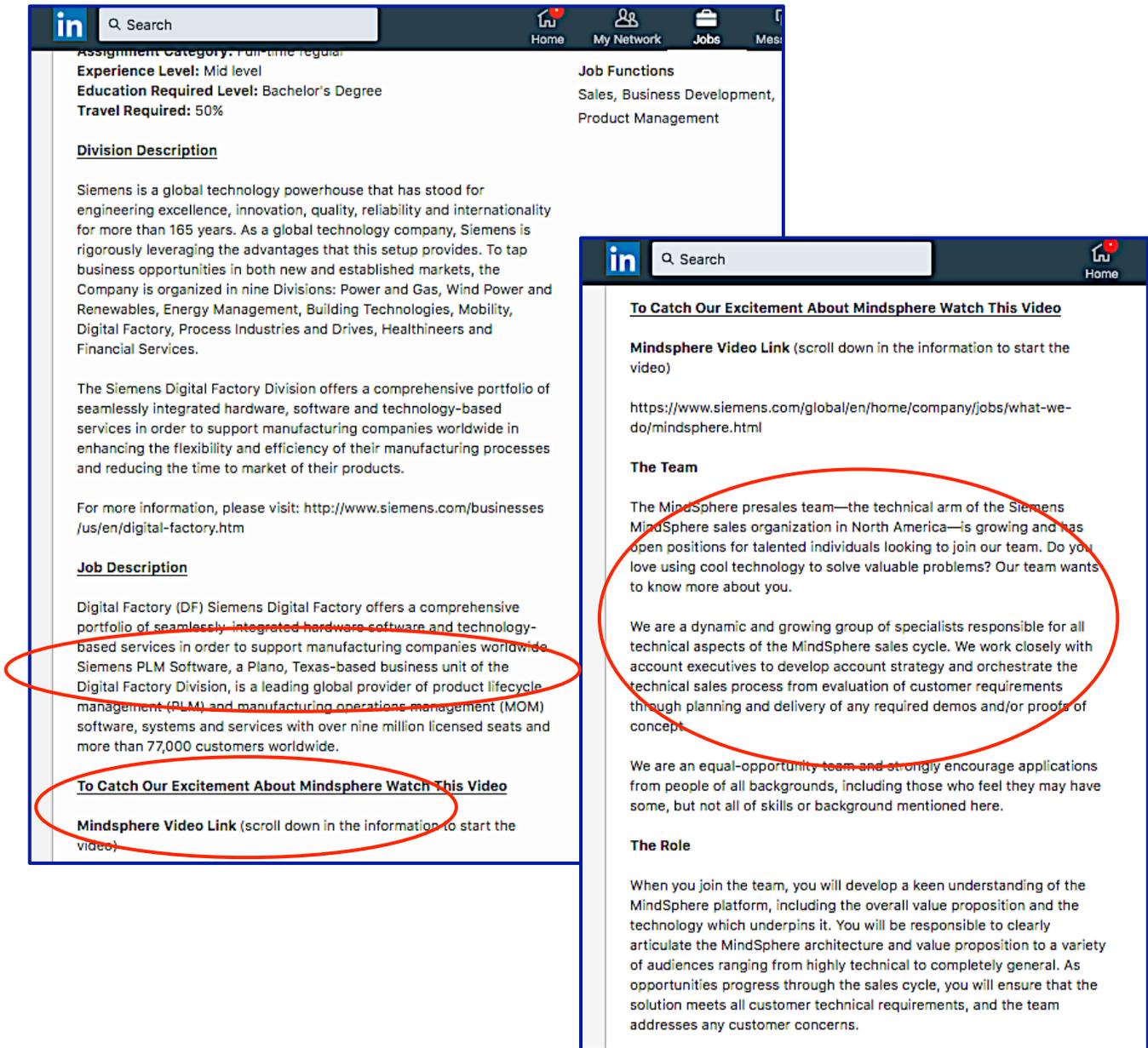
10.   Defendants' office(s) in Plano, Texas are regular and established places of business in this Judicial District, and Defendants have committed acts of infringement (as detailed hereinafter) at those offices within this District. Venue is therefore proper in this District under 28 U.S.C. § 1400(b).

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 7,426,730

11.   Plaintiff is the owner by assignment of the valid and enforceable United States Patent No. 7,426,730 ("the '730 Patent") entitled "Method and System for Generalized and Adaptive Transaction Processing Between Uniform Information Services and Applications" – including all rights to recover for past, present and future acts of infringement. The '730 Patent issued on September 16, 2008, and has a priority date of April 19, 2001. A true and correct copy of the '730 Patent is attached as Exhibit A.

12.   Defendants directly – or through intermediaries including distributors, partners, contractors, employees, divisions, branches, subsidiaries, or parents – made, had made, used, operated, imported, provided, supplied, distributed, offered for sale, sold, and/or provided access to software systems, cloud-based software, and/or platform software as a service (PaaS) for network management and interrogation including, but not limited to, Siemens': MindSphere, MindConnect, MindSphere Cloud Foundry, MindConnect Integration, MindConnect Live, MindAccess, MindSphere User Management, MindSphere Launchpad, MindSphere Operator Cockpit, MindSphere Visual Explorer, MindSphere Data Exploration, MindSphere Visual Analyzer, MindSphere Visual Flow Creator, MindSphere Product Intelligence, MindSphere Fleet Manager, MindAccess, MindSphere nodes, MindApp Asset Manager, MindApp Manage MyMachines, MindSphere APIs, and MindApp software systems ("MindSphere Software").

13.   Defendant directly – or through intermediaries including distributors, partners, contractors, employees, divisions, branches, subsidiaries, or parents – made, had made, used, operated, imported, provided, supplied, distributed, offered for sale, sold, and/or provided access to network resource components – devices and systems for network monitoring, interrogation, and management – including, but not limited to, Siemens': MindConnect Nano, MindConnect IoT2040, MindConnect FB, MindConnect Elements, and MindSphere nodes ("MindSphere Network Resources").

14.   Documentation for MindSphere Software indicates that the software supports specific MindSphere Network Resources:

MindSphere is a cloud-based, open IoT operating system from Siemens which connects your machines and physical infrastructure with the digital world. This allows you a complete overview of your data at all times.

Several MindSphere-based applications, so-called "MindApps", are available to you.

> MindConnect Elements, MindConnect Nano and MindConnect IoT2040, are embedded industrial PCs. They are able to connect to MindSphere, collect data from the field and transfer it encrypted to MindSphere.

15.   Together, MindSphere Software and MindSphere Network Resources form a unified system, having operations and requirements that are exclusive to MindSphere, which require the use of MindSphere Network Resources in conjunction with MindSphere Software ("MindSphere System").

16.   MindSphere Software performs centralized monitoring, interrogation and configuration functions for MindSphere Network Resources across a network, to which the MindSphere Software is operationally and communicatively linked:

> This manual gives you an overview of MindSphere with MindConnect Nano and MindConnect IoT2040, enabling you to commission these devices and start working with MindSphere.

> MindSphere. Both MindConnect Nano and the MindConnect IoT2040 offer different levels of service and price points for any size of production environment. Both units create a direct and secure connection with MindSphere to transmit data by attaching through brownfield installation.

> MindConnect Nano is a preconfigured Industrial PC that allows connectivity to MindSphere. The device supports the transmission of data encrypted through a secured Internet connection to MindSphere. MindConnect Nano allows fast and easy IoT connectivity of machines and systems. For more information refer to chapter Technical specifications of

17.   MindSphere Software generates a user interface through which authorized users login to monitor/manipulate various MindSphere Network Resources.

18.   MindSphere Software generates and/or maintains a listing of all devices and resources on the network; and organizes and displays this listing in graphical format.

19.   MindSphere Software thus generates a registry of MindSphere Network Resources and information about each of the MindSphere Network Resources.

20.   MindSphere Software, through a user interface, accepts a transaction requested by a user – such as a request or command applicable to one or more MindSphere Network Resource(s).

21.   MindSphere Software determines which MindSphere Network Resources may be responsive to the requested transaction, and dynamically generates a corresponding communication or signal to one or more MindSphere Network Resources responsive to that requested transaction.

22.   MindSphere Software selects MindSphere Network Resources responsive to the requested transaction, and performs the transaction on or with those MindSphere Network Resources. MindSphere Software, through its user interface, accepts user requests or requirements for network data, generates corresponding communications or signals with one or more related MindSphere Network Resources, and retrieves requested network data from the MindSphere Network Resources – displaying the requested data for a user via the user interface.

23.   MindSphere Software processes a variety of context specific data as it processes the user request.

24.   MindSphere Software is installed on a server networked with a number of MindSphere Network Resources – generating its user interface on a user terminal operably associated with that networked server, and performing the functions and operations described in paragraphs 16 – 23, above.

25.   Plaintiff herein restates and incorporates by reference paragraphs 13-24, above.

26.   All recited elements of – at least – claims 1, 15, and 17 of the '730 Patent are present within MindSphere Systems.

27.   As generally described in the paragraphs above, a MindSphere System comprises MindSphere Software installed on a networked computer system having a plurality of computer servers, and a plurality of MindSphere Network Resources communicatively and operationally coupled to the MindSphere Software.

28.   As generally described in the paragraphs above, MindSphere Software provides information, monitoring or control of one or more MindSphere Network Resources according to a transaction request entered into the MindSphere System through a MindSphere Software user interface.

29.   As generally described in the paragraphs above, MindSphere Software processes resource transactions entered through a MindSphere Software user interface.

30.   As generally described in the paragraphs above, a MindSphere System comprises a plurality of MindSphere Network Resources, remotely located with respect to the computer system upon which the MindSphere Software, and communicatively coupled to the MindSphere Software via a computer network.

31.   As generally described in the paragraphs above, each MindSphere Network Resource provides one or more resources (*e.g.*, data elements or categories) available for use by the MindSphere Software.

32.   A MindSphere System comprises a resource information registry for storing information about MindSphere Network Resources. The information registry in a MindSphere System stores resource information available for each MindSphere Network Resource.

33.   MindSphere Software, through its user interface, accepts user requests or commands that define a requested transaction with a MindSphere Network Resource; and dynamically generates a corresponding communication or signal to one or more MindSphere Network Resources responsive to that requested transaction.

34.   MindSphere Software generates contextual elements for the requested transaction that provide additional information for dynamically selecting and processing data from at least one MindSphere Network Resource.

35.   MindSphere Software dynamically selects at least one MindSphere Network Resource to process in conjunction with the requested transaction according to information stored in the resource information registry.

36.   MindSphere Software determines one or more operations to perform on the MindSphere Network Resource to obtain a result satisfying the requested transaction – such as retrieving data or operational statistics.

37.   MindSphere Software obtains the result from the selected MindSphere Network Resource and processes that result to generate a desired output to a MindSphere Software user interface.

38.   MindSphere Systems infringe – at least – claims 1, 15, and 17 of the '730 Patent.

39.   MindSphere Systems literally and directly infringe – at least – claims 1, 15, and 17 of the '730 Patent.

40.   MindSphere Systems perform or comprise all required elements of – at least – claims 1, 15, and 17 of the '730 Patent.

41.   In the alternative, MindSphere Systems infringe – at least – claims 1, 15, and 17 of the '730 Patent under the doctrine of equivalents. MindSphere Systems perform substantially the same functions in substantially the same manner with substantially the same structures, obtaining substantially the same results, as the required elements of – at least – claims 1, 15, and 17 of the '730 Patent. Any differences between the MindSphere Systems and the claims of the '730 Patent are insubstantial.

42.   MindSphere Systems – by virtue of exclusivity of use between MindSphere Network Resources and MindSphere Software – require end users to operate the MindSphere Systems in a manner prescribed and controlled by MindSphere. MindSphere therefore exercises control and/or direction over the performance of every action performed on or by a MindSphere System, including those that are initiated by an end user via a MindSphere System user interface.

43.   All recited elements of – at least – claims 1, 15, and 17 of the '730 Patent are present within, or performed by, MindSphere Systems or, in the alternative, performed by end users of MindSphere Systems under the direction and control of Siemens – and are therefore attributable to Siemens.

44.   MindSphere Systems, when used and/or operated in their intended manner or as designed, infringe – at least – claims 1, 15, and 17 of the '730 Patent, and Siemens is therefore liable for infringement of the '730 Patent.

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 the '730 Patent;

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 of the '730 Patent;

  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 '730 Patent as provided under 35 U.S.C. § 284;

  d. An award to Plaintiff for enhanced damages resulting from the knowing and deliberate nature of Defendants' prohibited conduct with notice being made at least as early as the service date 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.

August 6, 2018   Respectfully Submitted,

             By: /s/ *Ronald W. Burns*

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