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

AKOLOUTHEO, LLC,

    **Plaintiff,**

    **v.**

ARROW ELECTRONICS, INC.,

    **Defendant.**

**CIVIL ACTION NO.: 4:18-cv-556**

**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 Arrow Electronics, Inc. ("Arrow" or "Defendant").

### 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.    Arrow is a New York company having its principal place of business at 9201 East Dry Creek Road, Centennial, Colorado 80112. Arrow maintains offices at 1820 Preston Park Blvd, Plano, Texas 75093. Arrow's Registered Agent for service of process in Texas is URS Agents, LLC, 3610-2 N. Josey Lane, Suite 223, Carrollton, Texas 75007.

### 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), generally, and under 1400(b), specifically. Plaintiff's principal business location is within this district. Defendant has

a regular and established place of business in this Judicial District, and has committed acts of patent infringement in this Judicial District.

6.      Defendant 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.

7.      Defendant maintains offices at 1820 Preston Park Blvd in Plano, Texas – within the Eastern District of Texas.

8.      Defendant has infringed by transacting and conducting business within the Eastern District of Texas. Operations at Defendant's Plano location include sales and/or business development of or for Defendant's infringing instrumentalities.

9.      Defendant's offices in Plano, Texas are a regular and established place of business in this Judicial District, and Defendant has 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).

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

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10.      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.

11.      Defendant directly – or through intermediaries including partners, contractors, employees, divisions, branches, subsidiaries, or parents – made, used, operated, provided, supplied, distributed, offered for sale, sold, and/or provided access to software systems, cloud-based software, desktop as a service (DaaS), software as a service (SaaS), database as a service

(DbaaS), and/or infrastructure as a service (IaaS) for network management and interrogation including, but not limited to, Qlik Sense, Qlik Analytics Platform, Qlik View, CloudGenera, ConnectWise CloudConsole, Densify, and VMware's vSphere, vRealize, vSAN, vCloud and Pulse IoT software systems/platforms ("Arrow Software").

12.     Arrow Software performs centralized monitoring, interrogation and configuration functions for various network resources across one or more networks ("Resources"), to which the Arrow Software is operationally and communicatively linked.

13.     Arrow Software generates a user interface through which authorized users login to monitor/manipulate various Resources.

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

15.     Arrow Software generates a registry of Resources and information about each of the Resources.

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

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

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

19.     Arrow Software processes a variety of context specific data as it processes the user request.

20.     Arrow Software is installed on a server networked with a number of Resources – generating a user interface on a user terminal operably associated with that networked server, and performing the functions and operations described in paragraphs 11 – 19, above.

21. All recited elements of – at least – claims 1, 15, and 17 of the '730 Patent are present within Arrow Software.

22. As generally described in the paragraphs above, Arrow Software is installed on a networked computer system having a plurality of computer servers, and a plurality of Resources communicatively and operationally coupled to the Arrow Software.

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

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

25. As generally described in the paragraphs above, Arrow Software operates upon a plurality of Resources, remotely located with respect to the computer system upon which the Arrow Software operates, and communicatively coupled to the Arrow Software via a computer network.

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

27. Arrow Software comprises a resource information registry for storing information about Resources. The information registry in Arrow Software stores resource information available for each Resource.

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

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

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

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

32.     Arrow Software obtains the result from the selected Resource and processes that result to generate a desired output to a user interface.

33.     Arrow Software infringes – at least – claims 1, 15, and 17 of the '730 Patent.

34.     Arrow Software literally and directly infringes – at least – claims 1, 15, and 17 of the '730 Patent.

35.     Arrow Software performs or comprises all required elements of – at least – claims 1, 15, and 17 of the '730 Patent.

36.     In the alternative, Arrow Software infringes – at least – claims 1, 15, and 17 of the '730 Patent under the doctrine of equivalents. Arrow Software performs 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 Arrow Software and the claims of the '730 Patent are insubstantial.

37.     All recited elements of – at least – claims 1, 15, and 17 of the '730 Patent are present within, or performed by, Arrow Software, and are therefore attributable to Arrow through its sales of the Arrow Software. Arrow 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 Defendant has infringed the '730 Patent;

b.      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 of the '730 Patent;

   c. A judgment and order requiring Defendant to pay Plaintiff its damages, costs, expenses, and pre-judgment and post-judgment interest for Defendant's 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 Defendant's 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 7, 2018          Respectfully Submitted,

            By: /s/ *Ronald W. Burns*

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