

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ARENDI S.A.R.L.,	:	
	:	
Plaintiff,	:	
	:	C.A. No. 13-920 (LPS)
v.	:	
	:	JURY TRIAL DEMANDED
OATH HOLDINGS INC., and	:	
OATH INC.,	:	
	:	
Defendants.	:	

FOURTH AMENDED COMPLAINT

Plaintiff Arendi S.A.R.L. (“Arendi”) for its Complaint against Defendants hereby demands a jury trial and alleges as follows:

Related Actions

1. This case is related to two cases previously consolidated before Judge Stark, 09-cv-00119 (D. Del.) (LPS) and 11-cv-00260 (D. Del.) (LPS), both of which settled after extensive dispositive motion practice. This case is also related to the actions filed on November 29, 2012 in this District by Arendi, No. 12-1595 (LPS), 12-1596 (LPS), No. 12-1597 (LPS), No. 12-1598 (LPS), No. 12-1599 (LPS), No. 12-1601 (LPS), No. 12-1602 (LPS), and the action filed on May 22, 2013 in this District by Arendi, No. 13-919 (LPS) which involve common patents-in-suit and common facts.

The Parties and Accused Products

2. Plaintiff Arendi is a corporation organized under the laws of Luxembourg with its principal place of business in Luxembourg.

3. On information and belief, Oath Holdings Inc. is a corporation organized and existing under the laws of Delaware. Oath Holdings Inc. may be served in Delaware through its

registered agent for service of process, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

4. Oath Holdings Inc. was formerly known as Yahoo! Inc. In July 2016, Verizon Communications, Inc. (“Verizon”) entered into a stock purchase agreement with Yahoo! Inc. Pursuant to the purchase agreement, Verizon agreed to acquire the stock of one or more subsidiaries of Yahoo! Inc. holding all of Yahoo! Inc.’s operating business.

5. On or about July 20, 2016, Yahoo! Inc. formed Yahoo Holdings, Inc., a Delaware corporation, as its wholly-owned subsidiary, which Verizon agreed to purchase pursuant to the stock purchase agreement.

6. Effective June 13, 2017, Yahoo! Inc. transferred its operating business to Yahoo Holdings, Inc., which then became a wholly owned subsidiary of Verizon.

7. On January 1, 2018, Yahoo Holdings, Inc. changed its name to Oath Holdings Inc., which remains a Delaware corporation. Oath Holdings Inc. now holds assets and liabilities of Yahoo! Inc. as they pertain to this litigation.

8. On information and belief, Oath Inc. is a corporation organized and existing under the laws of Delaware. Oath Inc. may be served in Delaware through its registered agent for service of process, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

9. Oath Inc., another subsidiary of Verizon, has also acquired assets and liabilities of Yahoo! Inc. as they pertain to this litigation, including pertinent products and product lines of Yahoo! Inc.

10. Oath Holdings Inc. and Oath Inc. transact substantial business, either directly or through its agents, on an ongoing basis in this judicial district and elsewhere in the United States.

Arendi is suing Oath Holdings Inc. and Oath Inc. for acts performed by both of them directly, and before them, Yahoo! Inc.

11. Oath Holdings Inc. and Oath Inc. make, use, import, offer to sell, and sell (and/or have made, used, imported, offered to sell, and sold) in the United States and in this judicial district products containing the same or similar information handling technology disclosed in the asserted patents described herein (collectively, the “Accused Products”).

Nature of the Action

12. This is a civil action for infringement of United States Patents No. 7,917,843 (the “843 Patent”), No. 7,496,854 (the “854 Patent”), and No. 8,306,993 (the “993 Patent”). This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*

Jurisdiction and Venue

13. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

14. Personal jurisdiction is proper in this district because, among other reasons, Oath Inc. and Oath Holdings Inc. have a continuous presence in this District, Oath Inc. and Oath Holdings Inc. committed acts of infringement in this District and a substantial part of the events or omissions giving rise to this claim occurred in this District. Oath Inc. and Oath Holdings Inc. placed, and continue to place, Accused Products into the stream of commerce, through an established distribution channel, with the knowledge and/or understanding that such products are used and sold in this District. This causes injury to Arendi in this District. On information and belief, Defendants derive substantial revenue from the sale of Accused Products distributed within the District, and derive substantial revenue from interstate and international commerce.

15. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c), and 1400(b), because Defendants reside in this District, and have committed acts of infringement in this district and, upon information and belief, have a regular and established place of business in this District.

The Patents-In-Suit

16. United States Patent No. 7,917,843, entitled “Method, System and Computer Readable Medium for Addressing Handling from a Computer Program,” was duly and legally issued on March 29, 2011, by the United States Patent and Trademark Office. A copy of the ‘843 Patent is attached hereto as Exhibit A.

17. United States Patent No. 7,496,854, entitled “Method, System and Computer Readable Medium for Addressing Handling from a Computer Program,” was duly and legally issued on February 24, 2009, by the United States Patent and Trademark Office. A copy of the ‘854 Patent is attached hereto as Exhibit B.

18. United States Patent No. 8,306,993, entitled “Method, System and Computer Readable Medium for Addressing Handling from an Operating System,” was duly and legally issued on November 6, 2012, by the United States Patent and Trademark Office. A copy of the ‘853 Patent is attached hereto as Exhibit C.

19. Arendi is the exclusive owner of all rights, title, and interest in the ‘843 Patent, ‘854 Patent and ‘993 Patent, including the right to bring this suit for injunctive relief and damages.

20. The ‘843 Patent, ‘854 Patent and ‘993 Patent are valid and enforceable.

BACKGROUND

21. Arendi filed suit in this District against Microsoft Corporation and Dell Inc. for infringement of the '854 Patent on February 24, 2009. 09-cv-00119 (D. Del.) (LPS). The case was assigned to the Honorable Leonard P. Stark, who held two Markman Hearings, on February 25, 2011 and November 21, 2011, and denied several summary judgment motions. The case was resolved by settlement and dismissed on November 29, 2011.

22. Arendi filed suit in this District against Microsoft Corporation for infringement of the '843 Patent on March 29, 2011. 11-cv-00260 (D. Del.) (LPS). The case was assigned to the Honorable Leonard P. Stark, who consolidated the 11-cv-260 case with the above-referenced case on May 10, 2011. After Judge Stark held a Markman Hearing on November 21, 2011, this case was also resolved by settlement and dismissed on November 29, 2011.

COUNT I

(Infringement of United States Patent No. 7,917,843)

23. The preceding paragraphs are incorporated by reference as if stated fully herein.

24. Oath Inc. and Oath Holdings Inc. have infringed and continue to infringe the '843 patent under 35 U.S.C. § 271, including but not limited to claims 1 and 23, literally or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, Accused Products, without authorization. On information and belief, Oath Inc. and Oath Holdings Inc. have also infringed and continue to infringe at least claims 2, 3, 4, 6, 12, 13, 24, 25, 26, 28, 33, 34 and 35 of the '843 patent under 35 U.S.C. § 271, literally or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, Accused Products, without authorization.

25. Defendants' acts of infringement have caused damage to Arendi and Arendi is entitled to recover from Defendants the damages it has sustained as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement of Arendi's exclusive rights under the '843 patent have damaged, and continue to damage, Arendi, causing irreparable harm for which there is no adequate remedy at law, unless the infringement is enjoined by this Court.

26. In addition to the foregoing and/or in the alternative, third parties, including Defendants' customers, have infringed, and continue to infringe, one or more claims of the '843 patent under 35 U.S.C. § 271 by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, Accused Products.

27. Oath Holdings Inc. and Oath Inc. have had knowledge of and notice of the '843 patent and its infringement at least since the filing of this complaint.

28. To the extent Oath Holdings Inc. and Oath Inc. continue to sell or otherwise supply Accused Products after the filing of this complaint, Oath Holdings Inc. and Oath Inc. are inducing infringement of one or more claims of the '843 patent under 35 U.S.C. § 271(b), including on information and belief at least the claims set forth above. Oath Holdings Inc. and Oath Inc. are actively, knowingly, and intentionally inducing infringement of the '843 patent by practicing the methods set forth therein and by selling, offering to sell and/or importing into the United States the Accused Products after the filing of this complaint; with the knowledge and specific intent that third parties, including their customers, will continue to – either alone or in combination with Defendants – practice the patented methods, and use, sell, offer for sale, and/or import the Accused Products supplied by Defendants to infringe the '843 patent; and with the knowledge and specific intent to encourage and facilitate the infringement through the

dissemination of the Accused Products and/or the creation and dissemination of promotional and marketing materials, supporting materials, instructions, product manuals, and/or technical information relating to the Accused Products and infringing uses thereof.

29. Defendants' acts of induced infringement have caused damage to Arendi and Arendi is entitled to recover from Oath Holdings Inc. and Oath Inc. the damages it has sustained as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' induced infringement of Arendi's exclusive rights under the '843 patent have damaged, and continue to damage, Arendi, causing irreparable harm for which there is no adequate remedy at law, unless the infringement is enjoined by this Court.

30. In addition to the foregoing and/or in the alternative, at least since the filing of this complaint, Oath Holdings Inc. and Oath Inc. have knowingly contributed to the infringement of one or more claims of the '843 patent under 35 U.S.C. § 271(c).

31. To the extent Oath Holdings Inc. and Oath Inc. continue to sell or otherwise supply Accused Products after the filing of this complaint, Oath Holdings Inc. and Oath Inc. are contributing to the infringement of one or more claims of the '843 patent by third parties, under 35 U.S.C. § 271(c), including on information and belief at least the claims set forth above. Oath Holdings Inc. and Oath Inc. are actively, knowingly, and intentionally contributing to the infringement of the '843 patent by selling, offering to sell and/or importing into the United States Accused Products after the filing of this complaint; with the knowledge that the Accused Products are especially designed or adapted to operate in a manner that infringes the '843 Patent; with the knowledge that third parties, including their customers, will continue to – either alone or in combination with Defendants – practice the patented methods; and with the knowledge that the infringing information handling technology in the Accused Products is not a staple article of commerce suitable for substantial noninfringing use.

32. Defendants' acts of contributory infringement have caused damage to Arendi and Arendi is entitled to recover from Oath Holdings Inc. and Oath Inc. the damages it has sustained as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' contributory infringement of Arendi's exclusive rights under the '843 patent have damaged, and continue to damage, Arendi, causing irreparable harm for which there is no adequate remedy at law, unless the infringement is enjoined by this Court.

COUNT II

(Infringement of United States Patent No. 7,496,854)

33. The preceding paragraphs are incorporated by reference as if stated fully herein.

34. Oath Holdings Inc. and Oath Inc. have infringed and continue to infringe the '854 Patent under 35 U.S.C. § 271, including but not limited to claims 13, 31, 50, 79, 93, 98, and 101, literally or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, Accused Products, without authorization. On information and belief, Oath Holdings Inc. and Oath Inc. have also infringed and continue to infringe at least claims 14, 15, 16, 18, 32, 51, 52, 53, 54, and 56 of the '854 patent under 35 U.S.C. § 271, literally or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, Accused Products, without authorization.

35. Defendants' acts of infringement have caused damage to Arendi and Arendi is entitled to recover from Oath Holdings Inc. and Oath Inc. the damages it has sustained as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement of Arendi's exclusive rights under the '854 patent have damaged, and continue to damage, Arendi,

causing irreparable harm for which there is no adequate remedy at law, unless the infringement is enjoined by this Court.

36. In addition to the foregoing and/or in the alternative, third parties, including Defendants' customers, have infringed, and continue to infringe, one or more claims of the '854 patent under 35 U.S.C. § 271 by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, Accused Products.

37. Oath Holdings Inc. and Oath Inc. have had knowledge of and notice of the '854 patent and its infringement at least since the filing of this complaint.

38. To the extent Oath Holdings Inc. and Oath Inc. continue to sell or otherwise supply Accused Products after the filing of this complaint, Oath Holdings Inc. and Oath Inc. are inducing infringement of one or more claims of the '854 patent under 35 U.S.C. § 271, including on information and belief at least the claims set forth above. Oath Holdings Inc. and Oath Inc. are actively, knowingly, and intentionally inducing infringement of the '854 patent by practicing the methods set forth therein and by selling, offering to sell and/or importing into the United States Accused Products after the filing of this complaint; with the knowledge and specific intent that third parties, including their customers, will continue to – either alone or in combination with Defendants – practice the patented methods, and use, sell, offer for sale, and/or import the Accused Products supplied by Defendants to infringe the '854 patent; and with the knowledge and specific intent to encourage and facilitate the infringement through the dissemination of the Accused Products and/or the creation and dissemination of promotional and marketing materials, supporting materials, instructions, product manuals, and/or technical information relating to the Accused Products and infringing uses thereof.

39. Defendants' acts of infringement have caused damage to Arendi and Arendi is entitled to recover from Oath Holdings Inc. and Oath Inc. the damages it has sustained as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement of Arendi's exclusive rights under the '854 patent have damaged, and continue to damage, Arendi, causing irreparable harm for which there is no adequate remedy at law, unless the infringement is enjoined by this Court.

40. In addition to the foregoing and/or in the alternative, at least since the filing of this complaint, Oath Holdings Inc. and Oath Inc. have knowingly contributed to the infringement of one or more claims of the '854 patent under 35 U.S.C. § 271(c).

41. To the extent Oath Holdings Inc. and Oath Inc. continue to sell or otherwise supply Accused Products after the filing of this complaint, Oath Holdings Inc. and Oath Inc. are contributing to the infringement of one or more claims of the '854 patent by third parties, under 35 U.S.C. § 271(c), including on information and belief at least the claims set forth above. Oath Holdings Inc. and Oath Inc. are actively, knowingly, and intentionally contributing to the infringement of the '854 patent by selling, offering to sell and/or importing into the United States Accused Products after the filing of this complaint; with the knowledge that the Accused Products are especially designed or adapted to operate in a manner that infringes the '854 Patent; with the knowledge that third parties, including their customers, will continue to – either alone or in combination with Defendants – practice the patented methods; and with the knowledge that the infringing information handling technology in the Accused Products is not a staple article of commerce suitable for substantial noninfringing use.

42. Defendants' acts of infringement have caused damage to Arendi and Arendi is entitled to recover from Oath Holdings Inc. and Oath Inc. the damages it has sustained as a result

of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement of Arendi's exclusive rights under the '854 patent have damaged, and continue to damage, Arendi, causing irreparable harm for which there is no adequate remedy at law, unless the infringement is enjoined by this Court.

COUNT III

(Infringement of United States Patent No. 8,306,993)

43. The preceding paragraphs are incorporated by reference as if stated fully herein.

44. Oath Holdings Inc. and Oath Inc. have infringed and continue to infringe the '993 Patent under 35 U.S.C. § 271, including but not limited to claims 1, 9, 17 literally or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, Accused Products, without authorization. On information and belief, Oath Holdings Inc. and Oath Inc. have also infringed and continue to infringe at least claims 2, 4, 5, 6, 7, 8, 10, 12, 13, 14, 15, 16, 18, 20, 21, 22, 23, and 24 the '993 patent under 35 U.S.C. § 271, literally or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, Accused Products, without authorization.

45. Defendants' acts of infringement have caused damage to Arendi and Arendi is entitled to recover from Oath Holdings Inc. and Oath Inc. the damages it has sustained as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement of Arendi's exclusive rights under the '993 patent have damaged, and continue to damage, Arendi, causing irreparable harm for which there is no adequate remedy at law, unless the infringement is enjoined by this Court.

46. In addition to the foregoing and/or in the alternative, third parties, including Defendants' customers, have infringed, and continue to infringe, one or more claims of the '993 patent under 35 U.S.C. § 271 by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, Accused Products.

47. Oath Holdings Inc. and Oath Inc. have had knowledge of and notice of the '993 patent and its infringement at least since the filing of this complaint.

48. To the extent Oath Holdings Inc. and Oath Inc. continue to sell or otherwise supply Accused Products after the filing of this complaint, Oath Holdings Inc. and Oath Inc. are inducing infringement of one or more claims of the '993 patent under 35 U.S.C. § 271(b), including on information and belief at least the claims set forth above. Oath Holdings Inc. and Oath Inc. are actively, knowingly, and intentionally inducing infringement of the '993 patent by practicing the methods set forth therein and by selling, offering to sell and/or importing into the United States the Accused Products after the filing of this complaint; with the knowledge and specific intent that third parties, including their customers, will continue to – either alone or in combination with Defendants – practice the patented methods, and use, sell, offer for sale, and/or import the Accused Products supplied by Defendants to infringe the '993 patent; and with the knowledge and specific intent to encourage and facilitate the infringement through the dissemination of the Accused Products and/or the creation and dissemination of promotional and marketing materials, supporting materials, instructions, product manuals, and/or technical information relating to the Accused Products and infringing uses thereof.

49. Defendants' acts of induced infringement have caused damage to Arendi and Arendi is entitled to recover from Oath Holdings Inc. and Oath Inc. the damages it has sustained as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants'

induced infringement of Arendi's exclusive rights under the '993 patent have damaged, and continue to damage, Arendi, causing irreparable harm for which there is no adequate remedy at law, unless the infringement is enjoined by this Court.

50. In addition to the foregoing and/or in the alternative, at least since the filing of this amended complaint, Oath Holdings Inc. and Oath Inc. have knowingly contributed to the infringement of one or more claims of the '993 patent under 35 U.S.C. § 271(c).

51. To the extent Oath Holdings Inc. and Oath Inc. continue to sell or otherwise supply Accused Products after the filing of this complaint, Oath Holdings Inc. and Oath Inc. are contributing to the infringement of one or more claims of the '993 patent by third parties, under 35 U.S.C. § 271(c), including on information and belief at least the claims set forth above. Oath Holdings Inc. and Oath Inc. are actively, knowingly, and intentionally contributing to the infringement of the '993 patent by selling, offering to sell and/or importing into the United States Accused Products after the filing of this complaint; with the knowledge that the Accused Products are especially designed or adapted to operate in a manner that infringes the '993 patent; with the knowledge that third parties, including their customers, will continue to – either alone or in combination with Defendants – practice the patented methods; and with the knowledge that the infringing information handling technology in the Accused Products is not a staple article of commerce suitable for substantial noninfringing use.

52. Defendants' acts of contributory infringement have caused damage to Arendi and Arendi is entitled to recover from Oath Holdings Inc. and Oath Inc. the damages it has sustained as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' contributory infringement of Arendi's exclusive rights under the '993 patent have damaged, and

continue to damage, Arendi, causing irreparable harm for which there is no adequate remedy at law, unless the infringement is enjoined by this Court

Prayer for Relief

WHEREFORE, Arendi prays for judgment as follows:

A. Declaring that Oath Holdings Inc. and Oath Inc. have infringed the ‘843, ‘854 and ‘993 patents;

B. Awarding the damages arising out of Defendants’ infringement of the ‘843, ‘854 and ‘993 patents, including enhanced damages pursuant to 35 U.S.C. § 284, to Arendi, together with prejudgment and post-judgment interest, in an amount according to proof and no less than a reasonable royalty;

C. Permanently enjoining Oath Holdings Inc. and Oath Inc., their officers, agents, and employees, and those persons in active concert or participation with any of them, and their successors and assigns, from infringement, inducement of infringement, and contributory infringement of the ‘843, ‘854 and ‘993 patents, including but not limited to making, using, selling, and/or offering for sale within the United States, and/or importing in the United States, any devices, products, software, or methods that infringe the ‘843, ‘854 and ‘993 patents before the expiration of these patents;

D. Awarding attorney’s fees to Arendi pursuant to 35 U.S.C. § 285 or as otherwise permitted by law;

E. Awarding such other costs and further relief as the Court may deem just and proper.

JURY DEMAND

Arendi hereby demands a trial by jury on all issues so triable.

SMITH, KATZENSTEIN & JENKINS, LLP

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Dated: April 8, 2019

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