

**UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE**

DATA CLOUD TECHNOLOGIES, LLC,
Plaintiff,

v.

LIMELIGHT NETWORKS, INC.,
Defendant.

CIVIL ACTION NO. _____

JURY TRIAL DEMANDED

ORIGINAL COMPLAINT

Plaintiff DataCloud Technologies, LLC (hereinafter, “Plaintiff” or “DataCloud”), by and through its undersigned counsel, files this Original Complaint for Patent Infringement against Defendant Limelight Networks, Inc. (hereinafter, “Defendant” or “Limelight”) as follows:

NATURE OF THE ACTION

1. This is a patent infringement action to stop Defendant’s infringement of the following United States Patents (collectively, the “Patents-in-Suit”), copies of which are attached hereto as **Exhibit A, Exhibit B, Exhibit C, and Exhibit D**, respectively:

	U.S. Patent No.	Title
A.	6,560,613	Disambiguating File Descriptors
B.	7,139,780	System And Method For Synchronizing Files In Multiple Nodes
C.	7,398,298	Remote Access And Retrieval Of Electronic Files
D.	8,762,498	Apparatus, System, And Method For Communicating To A Network Through A Virtual Domain

2. Plaintiff seeks injunctive relief and monetary damages.

PARTIES

3. DataCloud is a limited liability company organized and existing under the laws of the State of Georgia and maintains its principal place of business at 44 Milton Avenue, Suite 254, Alpharetta, Georgia, 30009 (Fulton County).

4. Based upon public information, Limelight is a corporation duly organized and existing under the laws of the state of Delaware since August 20, 2003.

5. Based upon public information, Limelight has its principal place of business located at 1465 North Scottsdale Road, Suite 400, Scottsdale, Arizona, 85257 (Maricopa County).

6. Defendant may be served through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801.

JURISDICTION AND VENUE

7. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

8. The Court has personal jurisdiction over Limelight because: Defendant has minimum contacts within the State of Delaware and in this District; Defendant has purposefully availed itself of the privileges of conducting business in the State of Delaware and in this District; Defendant has sought protection and benefit from the laws of the State of Delaware and is incorporated there; Defendant regularly conducts business within the State of Delaware and within this District, and Plaintiff's causes of action arise directly from Defendant's business contacts and other activities in the State of Delaware and in this District.

9. More specifically, Limelight directly and/or through its intermediaries, ships, distributes, makes, uses, imports, offers for sale, sells, and/or advertises its products and services in the United States, the State of Delaware, and in this District.

10. Based upon public information, Limelight solicits customers in the State of Delaware and in this District and has many paying customers who are residents of the State of Delaware and this District and who use its products in the State of Delaware and in this District. Limelight is also incorporated in the State of Delaware and in this District.

11. Venue is proper pursuant to 28 U.S.C. §1400(b) because Limelight resides in the District of Delaware because of its formation under the laws of Delaware.

12. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because Limelight resides in the District of Delaware because of its formation under the laws of Delaware, which subjects it to the personal jurisdiction of this Court.

BACKGROUND INFORMATION

13. The Patents-in-Suit were duly and legally issued by the United States Patent and Trademark Office (hereinafter, the “USPTO”) after full and fair examinations.

14. Plaintiff is the owner of the Patents-in-Suit, and possesses all right, title and interest in the Patents-in-Suit including the right to enforce the Patents-in-Suit, the right to license the Patents-in-Suit, and the right to sue Defendant for infringement and recover past damages.

15. Plaintiff has at all times complied with the marking provisions of 35 U.S.C. § 287 with respect to the Patents-in-Suit.

16. Plaintiff does not sell, offer to sell, make, or use any products itself, so it does not have any obligation to mark any of its own products under 35 U.S.C. § 287.

17. By letter dated April 16, 2020, DataCloud’s licensing agent sent Defendant information in which it identified DataCloud’s patent portfolio, which includes each of the Patents-in-Suit. *See Exhibit E* (hereinafter, the “Licensing Letter”).

18. By letter dated August 4, 2020, DataCloud put Defendant on notice of its infringement of the Patents-in-Suit. *See Exhibit F* (hereinafter, the “Notice Letter”).

DEFENDANT’S PRODUCTS AND SERVICES

19. Based upon public information, Limelight owns, operates, advertises, and/or controls the website www.limelight.com through which it advertises, sells, offers to sell, provides and/or educates customers about its products and services. *See Exhibit G*.

20. Based upon public information, Defendant provides training and educational information for its products. *See* **Exhibit H**.

COUNT I: INFRINGEMENT OF U.S. PATENT NO. 6,560,613

21. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

22. U.S. Patent No. 6,560,613 (hereinafter, the “’613 Patent”), was issued on May 6, 2003 after full and fair examination by the USPTO of Application No. 09/500,212 which was filed on February 8, 2000. *See* Ex. A. A Certificate of Correction was issued on August 26, 2003. *See id.*

23. Based upon public information, Plaintiff is informed and believes that Defendant has infringed one or more claims of the ’613 Patent, either literally or under the doctrine of equivalents, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises its “Edge Compute Services” product which provides customers the ability to “enhance streaming video and content delivery services, deploy global applications, create digital content, and perform real time data processing.” *See* **Exhibit I**.

24. Upon information and belief, Edge Compute Services meets each and every element of at least Claim 8 of the ’613 Patent, either literally or equivalently.

25. Based upon public information, Edge Compute Services has infringed one or more claims of the ’613 Patent, including Claim 8, because it provides a method for disambiguating file descriptors in a computer system through a process which intercepts the system calls that store files on media, stores one or more file type indicators for each file descriptor in a table, and determines what file type is associated with the file descriptor based on a review of the stored file type indicators. KVM, used in Edge Compute Services, employs disambiguation of file descriptors (files/sockets/pipes) that are used in shadowed I/O system call routines by intercepting them, storing related indicators (*e.g.*, reference to images), and examining those stored indicators

to determine the associated file type.

26. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

27. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT II: INFRINGEMENT OF U.S. PATENT NO. 7,139,780

28. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

29. U.S. Patent No. 7,139,780 (hereinafter, the "'780 Patent'"), was issued on November 21, 2006 after full and fair examination by the USPTO of Application No. 10/335,516 which was filed on December 30, 2002. *See* Ex. B.

30. Based upon public information, Plaintiff is informed and believes that Defendant has infringed and continues to infringe one or more claims of the '780 Patent, either literally or under the doctrine of equivalents, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises its "Content Delivery Services" which provides "higher performing, cost-effective content delivery of any kind of digital content—video, images, files, music, games, websites—to virtually any device, anywhere in the world" by providing "a massive global private infrastructure, advanced content delivery capabilities, and support services." *See* **Exhibit J**.

31. Upon information and belief, the Content Delivery Services meets each and every element of at least Claim 1 of the '780 Patent, either literally or equivalently.

32. Based upon public information, Defendant has infringed and continues to infringe one or more claims of the '780 Patent, including Claim 1, because it provides a method for synchronizing files between a central node and local nodes, each of which consists of a file server

with a database and an application to allow for automatic updates to “Web Apps and Objects.” Limelight’s method includes (a) storing one copy of each file (*e.g.*, “Web Apps and Objects”) that is shared between the local nodes (*e.g.*, the systems comprising the “Content Delivery Network”); (b) creating a first table in each of the local databases to store information on copies of files in its respective local file server (*e.g.*, the databases on the “Content Delivery Network,” including “edge caching”); (c) creating a second table in the central database (*e.g.*, “ToknoDB”) to record all update information on copies of files in all the local file servers (*e.g.*, Limelight designed its “Content Delivery Network” to provide “extreme flexibility for setting business rules and replication policies with localized ingest and content access around the globe” and created a “storage engine that could handle insertion and query performance on large tables and scale as the database grew”); (d) updating a copy of a file in one of the local file servers (*e.g.*, using “Load on Demand”); (e) adding a new item of update information on the file in the second table (*e.g.*, Limelight created a “storage engine that could handle insertion and query performance on large tables and scale as the database grew”); (f) downloading the updated copy of the file from said one of the local file servers (*e.g.*, serving files *via* “Load on Demand”), and uploading the updated copy of the file to the central file server as the latest edition of the file (*e.g.*, “[a]utomatically ingest[ing] content to Limelight Origin Storage”); (g) determining whether a required copy of the file in another of the local file servers needs to be updated (*e.g.*, Limelight “Web Apps and Objects” are “automatically distributed over Limelight’s private fiber network to additional storage locations based on the policies you chose”); and (h) downloading the latest edition of the file from the central file server to update said another of the local file servers if the required copy of the file needs to be updated (*e.g.*, using “automatic replication” *via* “Load on Demand”).

33. Based upon public information, Defendant’s customers use its products and

services in such a way that infringes one or more claims of the '780 Patent. *See* Ex. J.

34. Based upon public information, Defendant has intentionally induced and continues to induce infringement of one or more claims of the '780 Patent in this District and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Defendant's customers to use Content Delivery Services in an infringing manner.

35. To the extent that Defendant is not the only direct infringer of one or more claims of the '780 Patent, it instructs its customers on how to use Content Delivery Services in ways that infringe one or more claims of the '780 Patent through its support and sales activities. *See* Ex. G, Ex. H.

36. Despite knowledge of the '780 Patent as early as the date of its receipt of the Notice Letter (Ex. F) and potentially as early as the date of the Licensing Letter (Ex. E), Defendant, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes one or more claims of the '780 Patent. Based upon public information, the provision of and sale of Content Delivery Services is a source of revenue and a business focus for Defendant. *See* Ex. J.

37. Based upon public information, Defendant specifically intends its customers to use its products and services in such a way that infringes one or more claims of the '780 Patent by, at a minimum, providing and supporting Content Delivery Services and instructing its customers on how to use them in an infringing manner, at least through information available on Defendant's website including information brochures, promotional material, and contact information. *See* Ex. G, Ex. H.

38. Based upon public information, Defendant knew that its actions, including, but not

limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using Content Delivery Services.

39. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

40. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT III: INFRINGEMENT OF U.S. PATENT NO. 7,398,298

41. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

42. U.S. Patent No. 7,398,298 (hereinafter, the "298 Patent"), was issued on July 8, 2008 after full and fair examination by the USPTO of Application No. 11/690,803 which was filed on March 23, 2007. *See* Ex. C.

43. Based upon public information, Plaintiff is informed and believes that Defendant has infringed, and continues to infringe, one or more claims of the '298 Patent, either literally or under the doctrine of equivalents, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises its "Limelight Control"/"Limelight Control Portal" which provides a "[c]onfigure delivery services and live events, manage content, administer and secure your environment, analyze usage and access online support" and "upload, link, manage and update a large number of content assets, set up and manage the details of delivering these assets, all while ensuring content security." *See Exhibit K.*

44. Upon information and belief, "Limelight Control"/"Limelight Control Portal" meets each and every element of at least Claim 1 of the '298 Patent, either literally or equivalently.

45. Based upon public information, “Limelight Control”/“Limelight Control Portal” has infringed one or more claims of the ’298 Patent, including Claim 1 because it provides a system of hardware and software (*e.g.*, the “Limelight Orchestrate Platform” interface with “Limelight Control”/“Limelight Control Portal” coupled with edge servers), including a remote data directory structure management computing application (*e.g.*, “Limelight Control”/“Limelight Control Portal” that can “[c]onfigure,” “[m]anage,” and “[r]eport,”) that is configured to process received requests for remote data directory management of desired data (*e.g.*, “edit” for servers) residing in directory structures (*e.g.*, published protocols, hosts, and directory paths from origin protocols, hosts, and directory paths) by participating users (*e.g.*, “Zelda Admin” and others); and a profile data store comprising information relating to the data and data directory structures (*e.g.*, “Create Origin Storage User” from “Limelight Control”/“Limelight Control Portal” “Manage” tab) accessible to each of the participating users (ability to restrict directories), wherein the profile data store is queried for the data directory structures accessible to each of the participating users (*e.g.*, “Limelight Control”/“Limelight Control Portal” users can “Select a ‘Single User Role’ or group ‘multiple roles’ together” using “Permissions” for all the “Users”/“Roles” created), wherein further a single directory structure (*e.g.*, “bim.bom.com” directory “/TOM/om/”) from among a plurality of the data directory structures (*e.g.*, among “assets.btvideo.com,” “beacon.labs.limelight.com,” and “bim.bom.com”) associated with the profile data store (database that comprises “Manage” information) is selected by each of the participating users for modification.

46. Based upon public information, Defendant’s customers use its products and services in such a way that infringes one or more claims of the ’298 Patent. *See* Ex. K.

47. Based upon public information, Defendant has intentionally induced and continues

to induce infringement of one or more claims of the '298 Patent in this District and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Defendant's customers to use "Limelight Control"/"Limelight Control Portal" in an infringing manner.

48. To the extent that Defendant is not the only direct infringer of one or more claims of the '298 Patent, it instructs its customers on how to use "Limelight Control"/"Limelight Control Portal" in ways that infringe one or more claims of the '298 Patent through its support and sales activities. *See* Ex. G, Ex. H.

49. Despite knowledge of the '298 Patent as early as the date of its receipt of the Notice Letter (Ex. F) and potentially as early as the date of the Licensing Letter (Ex. E), Defendant, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes one or more claims of the '298 Patent. Based upon public information, the provision of and sale of "Limelight Control"/"Limelight Control Portal" is a source of revenue and a business focus for Defendant. *See* Ex. K.

50. Based upon public information, Defendant specifically intends its customers to use its products and services in such a way that infringes one or more claims of the '298 Patent by, at a minimum, providing and supporting "Limelight Control"/"Limelight Control Portal" and instructing its customers on how to use them in an infringing manner, at least through information available on Defendant's website including information brochures, promotional material, and contact information. *See* Ex. G, Ex. H.

51. Based upon public information, Defendant knew that its actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will

continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using “Limelight Control”/“Limelight Control Portal.”

52. Defendant’s aforesaid activities have been without authority and/or license from Plaintiff.

53. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant’s wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT IV: INFRINGEMENT OF U.S. PATENT NO. 8,762,498

54. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

55. U.S. Patent No. 8,762,498 (hereinafter, the “’498 Patent”), was issued on June 24, 2014 after full and fair examination by the USPTO of Application No. 13/731,731 which was filed on December 31, 2012. *See Ex. D.*

56. Based upon public information, Plaintiff is informed and believes that Defendant has infringed one or more claims of the ’498 Patent, either literally or under the doctrine of equivalents, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises its Limelight Websites/“EdgeFunctions” which provides a “serverless compute platform that empowers you to innovate to craft more compelling user experiences with your content and gain greater control of its delivery by running your code at the network edge” that “is tightly integrated with one of the world’s highest-performing video and Content Delivery Networks.” *See Exhibit L.*

57. Upon information and belief, Limelight Websites/“EdgeFunctions” meets each and every element of at least Claim 1 of the ’498 Patent, either literally or equivalently.

58. Based upon public information, Limelight Websites/“EdgeFunctions” has infringed

one or more claims of the '498 Patent, including Claim 1, because it provides a method determining, by a controller device comprising a processor (*e.g.*, a “router” at 68.142.68.1), a destination internet protocol (IP) address (*e.g.*, different WWW servers will utilize different IP addresses) from a plurality of categories for virtual names (*e.g.*, “limelight.com,” “limelightnetworks.com,” “lnw.com”) based on a virtual namespace destination address (*e.g.*, “www.limelight.com”) specified by request data received from a device (*e.g.*, this virtual namespace destination address of “www.limelight.com” is specified in request data “Client Hello” by entering “www.limelight.com” in a web browser), wherein a category of the plurality of categories is related to the virtual namespace destination address (*e.g.*, the category of “limelight.com” is related to the virtual namespace destination address of “www.limelight.com”); establishing a correlation between the destination IP address and a forwarder IP address of a forwarder device (*e.g.*, Limelight Networks operates a forwarder device with a forwarder IP address and the selected web server will operate with a destination IP address); and instructing the forwarder device to send the request data to the destination IP address (the internet to a WWW server and *via* SNI Routing to an application).

59. Defendant’s aforesaid activities have been without authority and/or license from Plaintiff.

60. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant’s wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

JURY DEMAND

61. Plaintiff demands a trial by jury on all issues.

PRAYER FOR RELIEF

62. Plaintiff respectfully requests the following relief:
- A. An adjudication that one or more claims of the Patents-in-Suit has been infringed, either literally and/or under the doctrine of equivalents, by Limelight;
 - B. An adjudication that Limelight has induced infringement of one or more claims of U.S. Patent Nos. 7,139,780, and 7,398,298 based upon pre-suit knowledge of the Patents-in-Suit;
 - C. An award of damages to be paid by Limelight adequate to compensate Plaintiff for Limelight's past infringement, including interest, costs, and disbursements as justified under 35 U.S.C. § 284 and, if necessary to adequately compensate Plaintiff for Limelight's infringement, an accounting of all infringing sales including, but not limited to, those sales not presented at trial;
 - D. That this Court find that Defendant willfully infringed U.S. Patent Nos. 7,139,780, and 7,398,298.
 - E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and,
 - F. Any further relief that this Court deems just and proper.

Dated: February 9, 2021

Respectfully submitted,

Stamoulis & Weinblatt, LLC

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LIST OF EXHIBITS

- A. U.S. Patent No. 6,560,613
- B. U.S. Patent No. 7,139,780
- C. U.S. Patent No. 7,398,298
- D. U.S. Patent No. 8,762,498
- E. Letter dated April 16, 2020 from DataCloud's Licensing Agent ("Licensing Letter")
- F. Letter dated August 4, 2020 from DataCloud's Counsel ("Notice Letter")
- G. Webpage: Products Offered
- H. Webpage: Resources Library
- I. Datasheet: Edge Compute Services
- J. Datasheet: Content Delivery Services
- K. Datasheet: Control Portal
- L. Datasheet: EdgeFunctions