

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

EXECWARE, LLC,

Plaintiff,

v.

BUY.COM, INC. d/b/a RAKUTEN.COM
SHOPPING,

Defendant.

C.A. No. _____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Execware, LLC files its Complaint for Patent Infringement against Defendant Buy.com, Inc. d/b/a Rakuten.com Shopping (hereinafter, “Buy.com”), alleging, based on Buy.com’s knowledge of its actions and the actions of others, and based on Execware’s information and belief as to all other matters.

PARTIES

1. Execware, LLC is a limited liability company organized under the laws of the Commonwealth of Virginia, having its principal offices at 3440 South Jefferson Street #1125, Falls Church, Virginia 22041.

2. Upon information and belief, Defendant Buy.com is a Delaware corporation with a principal office located at 85 Enterprise, Suite 100, Aliso Viejo, CA 92656. Buy.com, Inc. can be served with process via its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

JURISDICTION AND VENUE

3. This is an action for infringement of a United States patent arising under 35 U.S.C. §§ 271, 281, 284, 285, among others. This Court has subject matter jurisdiction of the action under 28 U.S.C. § 1331 and § 1338(a).

4. Venue is proper in this district under 28 U.S.C. §§ 1391 and 1400(b). Upon information and belief, Buy.com is a Delaware corporation, Buy.com receives service of process in this district, Buy.com has transacted business in this district, and Buy.com has directly and indirectly committed acts of patent infringement in this district.

5. Buy.com is subject to this Court's specific and general personal jurisdiction under due process and the Delaware Long Arm Statute due at least to Buy.com's receiving service of process and substantial business in this district, 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 deriving substantial revenue from goods and services provided to individuals in Delaware.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 6,216,139

6. On April 10, 2001, the United States Patent and Trademark Office ("PTO") duly and legally issued United States Patent No. 6,216,139 ("the 139 patent"), titled "Integrated Dialog Box for Rapidly Altering Presentation of Parametric Text Data Objects on a Computer Display," invented by Robert Listou.

7. Execware is the owner of the 139 patent with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the 139 patent against infringers, and to collect damages for all relevant times.

8. Buy.com has notice of its infringement of the 139 patent at least from the filing and service dates of this Complaint.

9. Buy.com, alone, or with one or more of its customers, suppliers, and distributors directly (literally and under the doctrine of equivalents) and indirectly infringed (under induced and contributory infringement) one or more claims of the 139 patent in this district and in the United States by, among other ways, making, having made, selling, offering for sale, using, or importing products that format and reformat tabular displays of records, parameters, and text data objects under its <http://www.rakuten.com/> website (hereinafter, “Accused Product”).¹

10. Buy.com specifically intended to induce infringement of the 139 patent by taking active steps, directly or through contractual relationships with others, to cause its customers, suppliers, and distributors to make, use, sell, offer for sale, import, or otherwise provide the Accused Product in a manner that directly infringed one or more claims of the 139 patent. Buy.com’s specific intent is shown by, for example, its advertising, advising, consulting, instructing, guiding, or directing its customers, suppliers, and distributors how to make, use, sell, offer to sell, or import the Accused Product in a directly infringing manner. Buy.com as a leader in online retail sales had sufficiently detailed knowledge of the activities of its customers, suppliers, and distributors since at least the filing of this Complaint.

11. Buy.com specifically intended to contribute to the infringement of one or more claims of the 139 patent by designing or making software components of the Accused Product that are especially designed or made for use with computer systems and other mobile or static devices or systems in an infringing manner. To the extent Buy.com did not provide these

¹ Execware accuses Buy.com of past, present, and future infringement of the 139 patent. All allegations of infringement or acts leading to infringement are made in the past tense, rather than also in the present and future tense, strictly for simplicity’s sake.

computer systems and devices, it took active steps, directly or through contractual relationships, to cause direct infringement by its customers, suppliers, and distributors from its advertising, advising, consulting, instructing, guiding, or directing its customers, suppliers, and distributors how to integrate such computer systems and devices with the Accused Product. Buy.com had knowledge of its contributory infringement since at least the filing of this Complaint.

12. The Accused Product has hardware or software components that are especially designed and adapted for use with such other computer systems and devices in carrying out the formatting and reformatting tabular displays of records, parameters, and text data objects, as seen by how prominently these functions are promoted by Buy.com on its website and in its marketing literature. These components in the Accused Product constitute a material part of the invention of one or more asserted claims of the 139 patent and are not staple articles of commerce suitable for substantial non-infringing uses. These distinct and separate components are used only to perform the formatting and reformatting functionality and not any other functionality.

13. Execware has been, is being, and will continue to be damaged by Buy.com's infringing conduct. Buy.com is liable to Execware for damages in an amount that adequately compensates Execware for Buy.com's infringement. By law, this amount is no less than a reasonable royalty for Buy.com's and its customers', suppliers', and distributors' use of its Accused Product, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

JURY DEMAND

Execware requests a jury trial for the claims asserted in this Complaint.

PRAYER FOR RELIEF

Execware requests this Court to find in its favor, against Buy.com, and that this Court grant Execware the following relief.

a. Judgment that Buy.com directly infringed of one or more claims of the 139 patent, either literally or under the doctrine of equivalents, or that Buy.com, alone or in combination with others, indirectly infringed one or more claims of the 139 patent, either contributorily or by induced infringement;

b. A permanent injunction enjoining Buy.com, its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting together with Buy.com from directly infringing, contributorily infringing, or inducing infringement of the 139 patent;

c. Judgment that Buy.com account for and pay to Execware all damages and costs that Execware incurred from Buy.com's direct or indirect infringing activities and conduct described in this Complaint;

d. Judgment that this Court grant Execware its pre- and post-judgment interest on its damages caused by Buy.com's direct or indirect infringing activities and conduct described in this Complaint;

e. Judgment that this Court declare this an exceptional case and award Execware its reasonable attorneys' fees and costs under 35 U.S.C. § 285; and

f. Judgment that this Court grant all additional relief that this Court deems just and proper.

Dated: February 21, 2014

BAYARD, P.A.

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