

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

CLOUD CONDUCTOR LLC,  
a Florida limited liability company,

CASE NO.

Plaintiff,

vs.

EQUINIX, INC., a foreign corporation,

Defendant.

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**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff, CLOUD CONDUCTOR LLC (“Plaintiff” or “Cloud Conductor”), sues Defendant, EQUINIX, INC. (“Defendant”), and avers:

**NATURE OF THE ACTION**

1. This is an action for patent infringement in connection with Defendant’s making, offering for sale and selling networks and services that are identical to the cloud network service provider system and method covered by a United States patent owned by Plaintiff Cloud Conductor. Cloud Conductor was and is a client/customer of Defendant and utilized Defendant’s platform products to host its services. Through such hosting, the inner structure and workings of Cloud Conductor’s patented products and services were accessible for Defendant to inspect, view, and ultimately copy. Prior to Cloud Conductor becoming a client of Defendant, Defendant did not offer the services covered by Cloud Conductor’s patent. As a result of Defendant’s unfettered access to Cloud Conductor’s network, structure, and routing and switching system, Defendant was able to copy Cloud Conductor’s patented material and offer it for sale to its expansive breadth of clients around the world, foreclosing the opportunity for Cloud Conductor to take market advantage of its unique intellectual property.

2. Cloud Conductor seeks, *inter alia*, reasonable royalty payments from the sale of infringing products and services, and injunctive relief.

### **THE PARTIES**

3. Plaintiff Cloud Conductor is a limited liability company organized under the laws of the State of Florida with a place of business at 7999 N. Federal Hwy., Suite 101, Boca Raton, Florida 33487.

4. On information and belief, Defendant Equinix, Inc. (“Equinix”) is a corporation organized under the laws of the State of Delaware, has a principal place of business at One Lagoon Drive, Redwood City, CA 94065, is registered to do business in the State of Florida, maintains at least one physical place of business in Miami, Florida, and has appointed United Agent Group, Inc. at 801 US Highway 1, North Palm Beach, Florida 33408 as its registered agent.

### **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. Upon information and belief, this Court has personal jurisdiction over Defendant and venue for this action is proper in this District pursuant to at least one of 28 U.S.C. §§ 1391(b)(2), 1391 (b)(3), 1400(a) and 1400(b).

7. Upon information and belief, Defendant is actively doing business in this judicial district, and/or has committed certain acts of patent infringement in this judicial district. Defendant maintains four data centers in the Miami, Florida metropolitan area for the provision of its services to clients in south Florida, among other locations, and to avail itself of the benefits of south Florida’s access to “the NAP of the Americas (NOTA), the primary internet exchange point and

communication gateway to commercial centers in Latin America, the U.S. and Europe... subsea cable landings, and the U.S. Department of State Diplomatic Telecommunications Service...”<sup>1</sup>

8. Upon information and belief, Defendant is subject to the personal jurisdiction of this Court and is amenable to service of process pursuant to the Florida long-arm statute and Fed. R. Civ. P. 4(e). Requiring Defendant to respond to this action will not violate due process.

9. Upon information and belief, this Court has personal jurisdiction over Defendant based upon its contacts with this forum, including at least regularly and intentionally transacting business in this District, being registered to do business in this District, having a registered agent in this District, maintaining multiple physical locations in this District, and committing infringing acts in this District.

10. Venue is proper in this judicial District pursuant to 28 U.S.C. § 1400(b).

### **BACKGROUND**

11. Cloud Conductor is, among other things, a technology innovator, delivering cloud connectivity solutions in a scalable and customizable manner to its clients. Cloud Conductor provides its services to clients throughout the United States and all over the world.

12. Equinix is a publicly traded company that markets itself as “the world’s digital infrastructure company”. Equinix serves clients on five continents, utilizing over 220 data centers in over sixty markets.<sup>2</sup>

13. The field of the invention is systems and methods for enabling subscriber connection to a cloud network service provider, independent of the subscriber’s communication connection preferences and/or restrictions for cloud computing services.

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<sup>1</sup> Equinix, Inc. (2022). *Why Choose Miami Data Centers?* <https://www.equinix.com/data-centers/americas-colocation/united-states-colocation/miami-data-centers>

<sup>2</sup> Equinix, Inc. (2022). *Who We Are*. <https://www.equinix.com/about>

14. On July 7, 2020, the United States Patent and Trademark Office duly and legally issued U.S. Patent Number 10,708,085 B2 (the “085 Patent”), entitled “Cloud Network Services Provider Having a Gateway for Subscriber Specified Connection to a Cloud Service Provider” to Cloud Conductor. A true and correct copy of the ‘085 Patent is attached hereto as **Exhibit “A.”**

15. Cloud Conductor is the sole owner of the ‘085 Patent and is exclusively entitled to enforce the rights associated therewith.

16. Cloud Conductor owned the ‘085 Patent throughout the period of Equinix’s infringing acts and still owns the patent.

17. The ‘085 Patent is valid and enforceable.

**GENERAL ALLEGATIONS – INFRINGING ACTIVITY**

18. On information and belief, without Cloud Conductor’s authorization, Equinix makes or has made, offered for sale and/or sold in the United States and other countries cloud network services having a gateway for subscriber specified connection to a cloud service provider (e.g. Platform Equinix®) that are covered by the ‘085 Patent (hereinafter, the “Infringing Services”).

19. On information and belief, Equinix did not offer the Infringing Services to its customers before it had access to Cloud Conductor’s patent-protected technology.

20. On information and belief, without Cloud Conductor’s authorization, Equinix knowingly and intentionally made, used, offered for sale and/or sold and continues to sell in the United States and other countries the Infringing Services.

21. On information and belief, Equinix has directly infringed and continues to infringe, either literally or under the doctrine of equivalents, the '085 Patent within the meaning of 35 U.S.C. § 271(a) at least by making, using, offering to sell and/or selling the Infringing Services without Cloud Conductor's authorization or license.

22. Equinix has at least made, offered for sale, sold and continues to sell the Infringing Services covered by the '085 Patent. As contemplated by the Patent Act, 35 U.S.C. § 287, Defendant Equinix has had notice of Cloud Conductor's '085 Patent and other proprietary technology because Cloud Conductor utilized Equinix's services and hosted its platforms with Equinix. Equinix had access to all of Cloud Conductor's information for the entirety of the business relationship between them.

23. Equinix has been on notice of the '085 Patent since at least the filing of this Complaint.

24. Equinix has been on notice of its infringement since at least the filing of this Complaint.

25. Further and, in the alternative, Equinix has been actively inducing infringement of at least one of the claims of the '085 Patent in violation of 35 U.S.C. § 271(b). Customers of Equinix directly infringed at least one of the claims of the '085 Patent when they used the Infringing Services. Equinix's inducements included, without limitation and with specific intent to encourage the infringement, knowingly inducing its customers to use the Infringing Services within the United States in the ordinary, customary, and intended way by, directly or through intermediaries, supplying the Infringing Services to customers within the United State and instructing and encouraging such customers to use the Infringing Services, which Equinix knows or should know infringes at least one claim of the '085 Patent.

26. Equinix knew or should have known of the '085 Patent but was willfully blind to the existence of the '085 Patent. Equinix has had actual knowledge of the '085 Patent since at least as early as the filing and service of the Complaint. By the time of trial of this case, Equinix will have known and intended that its continued actions since receiving such notice would infringe and actively induce and contribute to the infringement of one or more claims of the '085 Patent. Equinix's infringement of the '085 Patent has been willful and deliberate.

27. On information and belief, Equinix's infringement of the '085 Patent has been and continues to be intentional and willful.

**COUNT I – PATENT INFRINGEMENT OF THE '085 PATENT**

28. Plaintiff incorporates and re-alleges paragraphs 1 through 27 above as if fully set forth herein.

29. The Infringing Services are covered by one or more claims of the '085 Patent.

30. With respect to the '085 Patent, Equinix makes or has made, used, offered to sell and/or sold cloud network services having a gateway for subscriber specified connection to a cloud service provider (*e.g.* Platform Equinix®) and are still making, using, offering to sell and/or selling the Infringing Services which directly infringe, either literally or under the doctrine of equivalents, upon one or more claims of the '085 Patent in this judicial district and elsewhere in the United States in violation of 35 U.S.C. § 271.

31. Equinix has directly infringed and continues to infringe one or more claims of the '085 Patent.

32. On information and belief, Equinox's infringement has been intentional and willful, making this an exceptional case pursuant to 35 U.S.C. § 285.

33. Cloud Conductor has been and will continue to be irreparably harmed by Equinix's infringement of the '085 Patent, causing Cloud Conductor to suffer damages including, but not limited to, lost sales, reasonable royalties, and/or lost royalties in an amount to be determined at trial.

34. Unless restrained and enjoined by this Court, Equinix will continue to infringe the '085 Patent, resulting in substantial, continuing, and irreparable damages to Cloud Conductor.

35. For the above-described infringement, Cloud Conductor has been injured and seeks damages to adequately compensate it for Equinix's infringement of the '085 Patent. Such damages, to be proved at trial, should be no less than the amount of a reasonable royalty under 35 U.S.C. § 284, together with Cloud Conductor's costs and expenses, pre-judgment and post-judgment interest, and supplemental damages for any continuing post-verdict or post-judgment infringement, with an accounting as needed.

36. As set forth above, Equinix's infringement of the '085 Patent has been willful, such that Cloud Conductor seeks treble damages under 35 U.S.C. § 284 as appropriate.

37. Equinix's willful infringement of the '085 Patent renders this case exceptional under 35 U.S.C. § 285, such that Cloud Conductor seeks all reasonable attorneys' fees and costs incurred in this litigation, together with pre-judgment and post-judgment interest thereon.

WHEREFORE, Plaintiff, CLOUD CONDUCTOR LLC, respectfully prays for:

A. Judgment that defendant Equinix has infringed the '085 Patent in violation of 35 U.S.C. § 271(a);

B. Pursuant to 35 U.S.C. § 283, permanently enjoining and restraining Equinix and its officers, agents, employees, attorneys, and those persons in active concert or participation with them, from further acts of infringement of the '085 Patent;

