IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ORACLE CORPORATION,	)	
	)	
Plaintiff,	)	C.A. No. _____
	)	
v.	)	**JURY TRIAL DEMANDED**
	)	
VILOX TECHNOLOGIES, LLC,	)	**CONFIDENTIAL –**
	)	**FILED UNDER SEAL**
Defendant.	)	

COMPLAINT FOR DECLARATORY JUDGMENT AND BREACH OF CONTRACT

Plaintiff Oracle Corporation ("Oracle") by and through its attorneys, brings this action against Vilox Technologies, LLC ("Vilox") and alleges as follows:

NATURE OF THE CASE

1. In 2015, Defendant Vilox sued an Oracle customer for alleged infringement of four patents, including U.S. Patent Nos. 7,188,100 ("the '100 Patent") and 6,760,720 ("the '720 Patent") (the "Oracle Customer Litigation"). Oracle agreed to indemnify and defend that customer in the litigation as to the '100 Patent but not as to the '720 Patent. Oracle and Vilox settled that litigation in 2016 (the "Settlement Agreement") and, as part of the settlement, agreed to litigate any future disputes regarding the '100 and '720 Patents, and any disputes relating to or arising out of the Settlement Agreement, in the United States District Court for the District of Delaware. Vilox also agreed in the Settlement Agreement not to use the fact of the Oracle Customer Litigation, or any notice or knowledge associated therewith, in any future or other litigation. In 2022, however, Vilox sued Oracle for alleged infringement of the '100 and '720 Patents in the United States District Court for the Western District of Texas (the "Texas Complaint"). And in the Texas Complaint, Vilox repeatedly cited to and relied on the Oracle Customer Litigation as a basis for its induced and contributory infringement claims.

2. Accordingly, Oracle brings this action for (1) declaratory judgment of non-infringement of the '100 and '720 Patents, (2) declaratory judgment of invalidity of the '100 Patent, and (3) breach of contract arising from Vilox's breach of the parties' Settlement Agreement.

THE PARTIES

3. Oracle is a corporation organized and existing under the laws of the State of Delaware. Oracle's principal place of business is at 2300 Oracle Way, Austin, Texas 78741.

4. Vilox purports to be a limited liability company organized and existing under the laws of Texas, identifying its principal place of business in Austin, Texas.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over Oracle's Declaratory Judgment claims pursuant to Title 35 of the United States Code and 28 U.S.C. §§ 1331, 1338(a), 2201 and 2202. An actual and justiciable controversy exists under 28 U.S.C. §§ 2201 and 2202 between Oracle and Vilox as to whether Oracle has infringed and continues to infringe the '100 and '720 Patents and whether the '100 Patent is valid at least because Vilox has repeatedly alleged that Oracle and/or its products have infringed and continue to infringe the '100 and '720 Patents.

6. This Court has supplemental jurisdiction over Oracle's state law claims pursuant to 28 U.S.C. § 1367(a) because they are so related to the federal claims that they form part of the same case or controversy.

7. This Court has personal jurisdiction over Vilox and venue is proper in this District pursuant to Section V.7. of the Settlement Agreement, attached as Exhibit 1, which states, in pertinent part: "Any disputes between the Parties relating to or arising out of this Agreement, and any future litigation between or among Oracle, the Oracle Customer Defendant, and Vilox

regarding the Vilox Patents, shall be subject to Delaware law, and the Parties consent to the exclusive jurisdiction of the United States District Court for the District of Delaware for all such disputes or litigation. The parties waive their rights to object to, or challenge, the jurisdiction or venue of said court."

FACTS

The '100 Patent

8. The '100 Patent is entitled "Search-on-the-Fly Report Generator" and lists an issue date of March 6, 2007. Attached as Exhibit 2 is a copy of the '100 Patent.

9. According to the abstract, the '100 Patent is directed to a "Sort-on-the-Fly/Search-on-the-Fly data retrieval or analysis" that "provides an intuitive method and apparatus for accessing databases, allowing a user to access or obtain information about data in the database without having to know anything about the database structure."

10. In the Texas Complaint, Vilox asserts that it owns the '100 Patent by assignment. The assignment records available at uspto.gov (reel/frame: 034859/0822) show that Vilox is the sole assignee of the '100 Patent.

11. The '100 Patent has expired.

The '720 Patent

12. The '720 Patent is entitled "Search-on-the-Fly/Sort-on-the-Fly Search Engine for Searching Databases" and lists an issue date of July 6, 2004. Attached as Exhibit 3 is a copy of the '720 Patent.

13. According to the abstract, the '720 Patent is directed to "A Sort-on-the-Fly/Search-on-the-Fly search engine" that "provides intuitive mechanisms for searching

databases, allowing a user to access data in the database without having to know anything about the database structure."

14. In the Texas Complaint, Vilox asserts that it owns the '720 Patent by assignment. The assignment records available at uspto.gov (reel/frame: 034859/0822) show that Vilox is the sole assignee of the '720 Patent.

15. The '720 Patent has expired.

The Oracle Customer Litigation and Settlement

16. On November 30, 2015, Vilox sued Costco Wholesale Corporation, an Oracle customer, asserting infringement of four patents, including the '100 Patent and the '720 Patent. *Vilox Techs., LLC v. Costco Wholesale Corp.* (E.D. Tex. No. 2:15-cv-02019). Oracle agreed to indemnify and defend Costco as to the '100 Patent but not as to the '720 Patent. In 2016, Oracle and Vilox reached a settlement, in which Vilox agreed to dismiss the litigation without prejudice, and the parties agreed to mutual covenants not to sue for one year.

17. Included in that Settlement Agreement is a choice of law, jurisdiction and venue provision that requires any future litigation between Oracle and Vilox regarding the "Vilox Patents" (defined to include the '100 and '720 Patents) to be litigated in the District of Delaware. It states:

> V.7. Governing Law. Any disputes between the Parties relating to or arising out of this Agreement, and any future litigation between or among Oracle, the Oracle Customer Defendant, and Vilox regarding the Vilox Patents, shall be subject to Delaware law, and the Parties consent to the exclusive jurisdiction of the United States District Court for the District of Delaware for all such disputes or litigation. The parties waive their rights to object to, or challenge, the jurisdiction or venue of said court.

18. Also included in that Settlement Agreement is a commitment by Vilox not to use the Oracle Customer Litigation in any future or other litigation. Specifically, Section II.2 states in relevant part:

> Vilox shall not use the Oracle Customer Litigation, or any notice or knowledge associated therewith, as the basis for any claim for damages or relief in any future or other litigation, including without limitation, any claim of induced infringement, contributory infringement, willful infringement, or any claim for enhanced damages or royalties.

The Texas Complaint

19. On December 5, 2022, Vilox filed a complaint in the United States District Court for the Western District of Texas, asserting that Oracle directly and indirectly infringes claims of the ’100 and ’720 Patents. *Vilox Techs. LLC et al. v. Oracle Corp.* (W.D. Tex. No. 6:22-cv-01254).

20. In the Texas Complaint, Vilox repeatedly cites the Oracle Customer Litigation as a basis for its claims. For example, Paragraph 14 states in relevant part:

> Defendant has and continues to induce infringement from at least the filing date of the lawsuit against Costco Wholesale Corporation (“Costco”). … Defendant, from at least the filing date of the lawsuit against Costco Wholesale Corporation (“Costco”), has continued to encourage and instruct others on how to use the products showing specific intent. Moreover, Defendant has known of the ‘720 patent and the technology underlying it from at least the filing date of the lawsuit against companies using Oracle Database products and Oracle ATG Platform products, such as Costco Wholesale Corporation (“Costco”).

Paragraphs 15, 24, and 25 of the Texas Complaint make similar allegations citing the Oracle Customer Litigation as a basis for Vilox’s claims of contributory infringement of the ’720 Patent and induced and contributory infringement of the ’100 Patent.

COUNT I
(Declaration of Noninfringement of the ’100 Patent)

21. Oracle restates and realleges the allegations set forth above and incorporates them by reference as if fully set forth herein.

22. Oracle has not infringed and does not infringe, directly or indirectly, any valid claim of the ’100 Patent.

23. In the Texas Complaint, Vilox asserts that Oracle has infringed and continues to infringe one or more of claims 1-38 of the ’100 Patent because it “makes, uses, sells, and/or offers for sale” “Oracle Database.” The Texas Complaint includes a claim chart setting forth Vilox’s theory for alleging that Oracle Database has infringed claim 1 of the ’100 Patent. Vilox’s infringement allegations are objectively and subjectively baseless. For example, and without limitation, during the life of the patent Oracle Database did not use a “query tweaker” for “generating a defined query of the database from the received query, wherein generating the defined query includes the query tweaker performing transformations and corrections on the received query” as required by claim 1 of the ’100 Patent. For example, and without limitation, to the extent an Oracle Database user wanted to manually query an Oracle database, he or she would have had to do so with a proper and syntactically correct query. Oracle Database would not make “corrections on” improper queries for its users. Oracle Database also did not “creat[e] a template of the search result, wherein the template comprises links to the data categories described by the one or more descriptors” as required by claim 1 of the ’100 Patent. Oracle Database did not include a feature that allowed a user to create a template comprised of links of queried information. The Texas Complaint does not identify any such functionality in Oracle Database.

24. In the Texas Complaint, Vilox asserts that Oracle has infringed and continues to infringe one or more of claims 1-38 of the '100 Patent because it "makes, uses, sells, and/or offers for sale" "Oracle ATG." The Texas Complaint includes a claim chart setting forth Vilox's theory for alleging that Oracle ATG has infringed claim 1 of the '100 Patent. Vilox's infringement allegations are objectively and subjectively baseless. For example, and without limitation, during the life of the patent Oracle ATG did not perform the steps of "accessing one or more databases, using a search engine, per the defined query" or "creating a template of the search result, wherein the template comprises links to the data categories described by the one or more descriptors." Oracle ATG searched text files of products and documents, not databases directly. And it did not include a feature that allowed users to create templates comprising links of search results returned in response to a query. The Texas Complaint does not identify any such functionality in Oracle ATG.

25. As a result of the acts described in the preceding paragraphs, there exists a controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment of non-infringement of the claims of the '100 Patent. A judicial declaration is necessary and appropriate so that Oracle may ascertain its rights regarding its services and the '100 Patent.

26. Oracle is entitled to a declaratory judgment that Oracle has not infringed and does not infringe, either directly or indirectly, any valid and enforceable claims of the '100 Patent under 35 U.S.C. § 271 by making, using, selling, and/or offering for sale Oracle Database and/or Oracle ATG.

COUNT II
(Declaration of Noninfringement of the '720 Patent)

27. Oracle restates and realleges the allegations set forth above and incorporates them by reference as if fully set forth herein.

28. Oracle has not infringed and does not infringe, directly or indirectly, any valid claim of the '720 Patent.

29. In the Texas Complaint, Vilox asserts that Oracle has infringed and continues to infringe one or more of claims 1-39 of the '720 Patent because it "makes, uses, sells, and/or offers for sale" "Oracle Database." The Texas Complaint includes a claim chart setting forth Vilox's theory for alleging that Oracle Database has infringed claim 1 of the '720 Patent. Vilox's infringement allegations are objectively and subjectively baseless. For example, and without limitation, during the life of the patent Oracle Database did not perform the step of "if the quantity exceed[s] a specified amount, truncating data, and displaying the truncated data wherein the truncating reduces characters in one or more entries in the selected database field and the truncated data represents each of the entries in the selected database field" as required by claim 1 of the '720 Patent. To the extent any searching applications were used to search an Oracle database, Oracle Database did not provide results by reducing the number of characters in the individual entries while displaying each of the (truncated) entries in response to the search. The Texas Complaint does not identify any such functionality in Oracle Database.

30. In the Texas Complaint, Vilox asserts that Oracle has infringed and continues to infringe one or more claims 1-39 of the '720 Patent because it "makes, uses, sells, and/or offers for sale" "Oracle ATG." The Texas Complaint includes a claim chart setting forth Vilox's theory for alleging that Oracle ATG has infringed claim 1 of the '720 Patent. Vilox's infringement allegations are objectively and subjectively baseless. For example, and without

limitation, during the life of the patent Oracle ATG did not perform the steps of determining a database schema for a database," "receiving a search selection for a database field," or "if the quantity exceed[s] a specified amount, truncating data, and displaying the truncated data wherein the truncating reduces characters in one or more entries in the selected database field and the truncated data represents each of the entries in the selected database field" as required by claim 1 of the '720 Patent. Oracle ATG searched text files of products and documents, not databases directly. And to the extent results for a search performed by Oracle ATG were larger than could be displayed on a single screen, Oracle ATG did not reduce the number of characters in individual entries while displaying each of the (truncated) entries in response to the search. The Texas Complaint does not identify any such functionality in Oracle ATG.

31. As a result of the acts described in the preceding paragraphs, there exists a controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment of non-infringement of the claims of the '720 Patent. A judicial declaration is necessary and appropriate so that Oracle may ascertain its rights regarding its services and the '720 Patent.

32. Oracle is entitled to a declaratory judgment that Oracle has not infringed and does not infringe, either directly or indirectly, any valid and enforceable claims of the '720 Patent under 35 U.S.C. § 271.

COUNT III
(Declaration of Invalidity of the '100 Patent)

33. Oracle restates and realleges the allegations set forth above and incorporates them by reference as if fully set forth herein.

34. The claims of the ’100 Patent are invalid for failure to comply with one or more of the requirements of the United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

35. For example, one or more claims of the ’100 Patent are invalid under 35 U.S.C. § 101 because they are directed to an abstract idea and do not claim any inventive concept sufficient to confer patent eligibility on the claimed abstract idea.

36. As another example, the purported invention claimed in the ’100 Patent was in public use and on sale in the United States for more than a year prior to the earliest priority date of the ’100 Patent. The purported invention claimed in the ’100 Patent was also described in patent applications that were filed before the ’100 Patent’s purported invention date and that issued as granted patents.

37. As a result of the acts described in the preceding paragraphs, there exists a controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment of invalidity of the claims of the ’100 Patent. A judicial declaration is necessary and appropriate so that Oracle may ascertain its rights regarding the validity of the claims of the ’100 Patent.

38. Oracle is entitled to a declaratory judgment that the claims of the ’100 Patent are invalid under one or more provisions of 35 U.S.C. §§ 101, 102, 103, and/or 112, and the rules, regulations, and laws pertaining thereto.

COUNT IV
(Breach of Contract)

39. Oracle restates and realleges the allegations set forth above and incorporates them by reference as if fully set forth herein.

40. As set forth above, Oracle and Vilox entered into the Settlement Agreement in 2016 in which Vilox agreed to litigate "any future litigation … regarding the Vilox Patents" in this District. "Vilox Patents" was defined to include the '100 and '720 Patents.

41. Vilox breached its contractual obligations under the Settlement Agreement by filing the Texas Complaint against Oracle in 2022 alleging infringement of the '100 and '720 Patents in the Western District of Texas.

42. In addition, as set forth above, Vilox agreed not to use the Oracle Customer Litigation, or any notice or knowledge associated therewith, as the basis for any claim for damages or relief in any future or other litigation.

43. Vilox breached its contractual obligations under the Settlement Agreement by citing the Oracle Customer Litigation as a basis for its claims of induced and contributory infringement of the '100 Patent and the '720 Patent in the Texas Complaint.

44. As a result of Vilox's breaches, Oracle has been injured by having to defend against a lawsuit and claims that should not have been filed.

45. As a result of Oracle's injuries, Oracle seeks damages in an amount to be proven at trial.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Oracle hereby demands a jury trial on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Oracle prays for the following relief:

A. Entry of judgment in favor of Oracle and against Vilox on each of Oracle's claims;

B. A declaration that Oracle and its customers have not infringed and are not infringing, directly, indirectly, or otherwise, any claim of the patents-in-suit;

C. A declaration that each claim of the '100 Patent is invalid;

D. A judgment that Vilox has breached the Settlement Agreement between Oracle and Vilox by filing the Texas Complaint and by relying on the Oracle Customer Litigation as a basis for its claims of infringement in the Texas Complaint;

E. An order determining that this case is exceptional under 35 U.S.C. § 285 and awarding Oracle its attorneys' fees incurred in connection with this case;

F. Damages in an amount to be determined at trial;

G. All costs associated with this case;

H. Such other and further relief as the Court deems just and proper.

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