

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

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U.S. DISTRICT COURT
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MARSHALL
BY _____

FIRESTAR SOFTWARE, INC.,)
)
Plaintiff,)
)
v.)
)
RED HAI, INC.)
JBOSS, INC.)
DAVINCI- MATTERHORN LLC)
aka MERGER LLC,)

Civil Action No. **2-06CV-258**

JURY TRIAL DEMANDED

Defendants

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF
JURY TRIAL DEMANDED

NATURE OF THE ACTION

1. This is a civil action for patent infringement of U.S. Patent No 6,101,502 (hereinafter “the ’502 patent”). This patent relates to a method for interfacing an object oriented software application with a relational database to facilitate access to the relational database. A copy of the ’502 patent is attached as Exhibit A hereto.

2. This action arises under the patent laws of the United States, 35 U.S.C. § 1, et seq.

THE PARTIES

3. Plaintiff FireStar Software, Inc. (“FireStar”) is a Delaware corporation having a place of business at 80 Central Street, Boxborough, Massachusetts 01719.

4. Upon information and belief defendant Red Hat, Inc (“Red Hat”) is a Delaware corporation having a place of business at 1801 Varsity Drive, Raleigh, North Carolina 27606

5. Upon information and belief defendant JBoss, Inc. is a Delaware corporation and is a wholly owned subsidiary of Red Hat.

6. Upon information and belief defendant DaVinci-Mattehron LLC also known as (aka) Merger LLC is a Delaware Limited Liability Corporation and is wholly owned by Red Hat.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction under 28 U.S.C §§ 1331 and 1338, and 35 U.S.C. § 281.

8. On information and belief defendants are engaged in the marketing, use, distribution and support of infringing products in this Judicial District. In addition, defendants have purposefully availed themselves of the laws of the State of Texas, such as to make themselves subject to the jurisdiction of the Court by committing acts of infringement in this Judicial District, soliciting business in this Judicial District and otherwise engaging in a persistent course of conduct in this Judicial district.

9. Venue is proper under 28 U.S.C §§ 1391 and 1400 because upon information and belief defendants have committed acts of infringement in this Judicial District and because defendants are subject to personal jurisdiction in this Judicial District.

GENERAL ALLEGATIONS

10. FireStar is a software company specializing in the development and support of complete interface solutions for automating business transactions between companies and their clients.

11. On August 8, 2000, United States Patent 6,101,502 (the '502 patent) on an invention entitled "Object Model Mapping And Runtime Engine for Employing Relational Database With Object Oriented Software" was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the '502 patent is attached as Exhibit A of this Complaint.

12. FireStar was assigned all right, title and interest in and to the '502 patent and is the lawful owner of all rights, title and interest in the '502 patent.

13. FireStar distributes at least one product that incorporates and uses technology that is covered by the '502 patent.

14. On May 26, 2006, FireStar sent a letter to JBoss, Inc ("JBoss") advising it that the marketing, distribution, use of and continuing offer to provide support services for JBoss' Hibernate 3.0 software constitutes an infringement of one or more claims of the '502 patent.

15. On June 5, 2006, Red Hat issued a press release that JBoss had been acquired by, and became a division of, Red Hat.

16. On information and belief Red Hat acquired JBoss as a wholly owned subsidiary.

17. On information and belief Red Hat has or will transfer ownership of JBoss to DaVince - Matterhorn LLC aka Merger LLC.

18. On information and belief, DaVinci-Matterhorn LLC aka Merger LLC is wholly owned by Red Hat.

19. On June 7, 2006, FireStar sent a letter to Red Hat notifying it that the marketing, distribution, use of and continuing offer to provide support services for Hibernate 3.0 software constituted infringement of the '502 patent.

20. Upon information and belief Red Hat has continued the marketing, distribution, use of and offer to provide support services for Hibernate 3.0 software since acquiring JBoss

INFRINGEMENT OF THE '502 PATENT

21. Each allegation contained in paragraphs 10-20 above is incorporated by reference herein.

22. Defendants have been and currently are infringing, inducing, or contributing to the infringement of one or more claims of the '502 patent, literally and under the Doctrine of Equivalents, by marketing, distributing, using and offering to provide support services for Hibernate 3.0 software in violation of 35 U.S.C. Section 271.

23. Defendants will continue to infringe, induce or contribute to the infringement of the claims of the '502 patent unless enjoined by this court

24. Defendants have had actual notice that the marketing, distribution, use of and continuing offer to provide support services for Hibernate 3.0 software are covered by the '502 patent.

25. FireStar has been damaged and has suffered irreparable injury due to the acts of infringement by defendants and will continue to suffer irreparable injury unless defendants' activities are enjoined.

26. FireStar has suffered and will continue to suffer substantial damages by reason of defendants' acts of patent infringement as alleged above, and FireStar is entitled to recover from defendants the damages sustained as a result of defendants' acts.

27. Defendants have willfully and deliberately infringed, induced and/or contributed to infringement of the '502 patent with full knowledge and wanton disregard of plaintiff's rights thereunder, rendering this an exceptional case within the meaning of 35 U.S.C. § 285.

PRAYER FOR RELIEF

WHEREFORE, plaintiff FireStar prays that the Court enter judgment

- a In favor of FireStar and against defendants on all of FireStar's claims;
- b That defendants have infringed the '502 patent;
- c That defendants have induced infringement and/or contributorily infringed the '502 patent;
- d Permanently enjoining defendants and their officers, directors, employees, agents, licensees, servants, successors and assigns, and any and all persons acting in privity or in concert with them, from infringing, or inducing or contributing to infringement of, the '502 patent;
- e That all infringing materials be impounded or destroyed;
- f For an award to plaintiff FireStar of damages adequate to compensate it for defendants' acts of infringement of the '502 patent complained of herein;
- g For interest on said damages at the legal rate for and after the date such damages were incurred;
- h That defendants' infringement was willful;

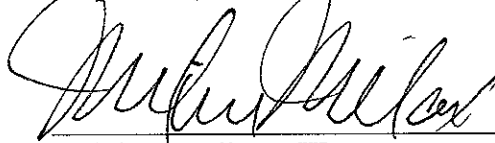
- i For an award trebling damages against defendants for their willful infringement of the '502 patent;
- j Ordering defendants to pay plaintiff FireStar its reasonable attorneys' fees of this action;
- k Ordering defendants to pay plaintiff FireStar any and all costs of this action; and
- l Granting to plaintiff FireStar such other and further relief as it may deem just and equitable.

DEMAND FOR JURY TRIAL

Further, pursuant to Fed R. Civ. P. 38(b), plaintiff FireStar demands a jury trial on all issues so triable.

Dated: June 26, 2006

Respectfully submitted,



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