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Attorneys for Plaintiff Databricks, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

DATABRICKS, INC,

Plaintiff,

v.

ACACIA RESEARCH GROUP LLC,
ACACIA RESEARCH CORPORATION,
R2 SOLUTIONS LLC, AND
PAUL F. REIDY,

Defendants.

Case No. _____

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF FOR:**

- 1. BREACH OF CONTRACT**
- 2. BREACH OF IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING**
- 3. INTENTIONAL INTERFERENCE
WITH CONTRACTUAL RELATIONS**
- 4. VIOLATION OF THE CARTWRIGHT
ACT**
- 5. VIOLATION OF CAL. BUS. AND
PROF. CODE § 17200 et seq.**

JURY TRIAL DEMANDED

INTRODUCTION

1. This action seeks to protect open source software and the ecosystems it enables from improper attempts to collect patent royalties.

2. The modern internet runs on open source software. Nearly all web servers run Linux, which is open source; nearly all email is sent and received by Exim and other open source software.

3. Modern computers run on open source software. ChromeOS and Android are open source, and MacOS runs an open source kernel and incorporates open source applications.

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1 4. The success of open source software means that many companies and users end up
2 running the same software. This commonality has benefits: for example, with more engineers working
3 on the same software and reviewing the same open source code for security flaws, applications can
4 become more secure and develop more quickly. But this commonality also means that if a patentee
5 believes an open source project implicates a patent right, the patentee has a large number of targets to
6 pursue for royalties.

7 5. To balance the intellectual property rights of patent-holders and the ability of open source
8 projects to grow without fear of improper patent royalty claims, many open source projects strike a
9 simple deal: if you contribute to the development of the project, you must license your patents to that
10 project. It's not hard to see why: if you're going to participate in the community developing an open
11 source project and reap the benefits of that participation, you shouldn't also be able to undermine the
12 community by claiming a monopoly over the open source project or any portion of it. And users of open
13 source projects should know that contributors to those products won't be able to lie in wait, and then
14 pounce with patent royalty claims once a project is popular and used broadly across the internet.
15 Without this assurance, users will be much more reluctant to use open source software; with this
16 assurance, they can do so without fear of patent royalty claims from contributors to the project.

17 6. Yahoo made exactly that deal. During the 2000s and 2010s, Yahoo tried to differentiate
18 itself from its competitors with a strong emphasis on open source software. It contributed to many open
19 source projects, including many maintained by the Apache Software Foundation. Under the governing
20 license set forth by the Apache Software Foundation, Yahoo's contributions to those projects meant that
21 Yahoo licensed its patent portfolio to users of that software. So far, so good.

22 7. But Yahoo didn't last. Overtaken by competitors, Yahoo split itself up and sold itself off.
23 Verizon bought much of it, but not all. Some of Yahoo's patent portfolio ended up with a company
24 called R2. R2 is a paper subsidiary of Acacia Research Group, a company that makes money by buying
25 patents and asserting them through shell companies such as R2.

26 8. You can see where this is going: Acacia did not honor Yahoo's license of its patents
27 covering the open source projects to which it contributed. And so Acacia had its paper subsidiary R2 go
28 after companies across California, including plaintiff Databricks, for their use of technology that Yahoo

1 licensed through its open source contributions. This was wrong. Wrong legally, wrong morally, and
2 wrong economically. Open source software has been an engine of growth across California, and will
3 continue to be so—but only if we can prevent unscrupulous actors such as Acacia and R2 from breaking
4 promises made by contributors to projects not to assert their patents against those projects.

5 9. Companies are always going to fail. There will be another Yahoo. The question posed
6 by this action is not how to prevent a future Yahoo from failing, but how to make sure that its failure
7 cannot endanger a whole ecosystem of open source software simply because the unforgiving incentives
8 of a corporate denouement mean that patents fall into the wrong hands.

9 10. If the open source agreements hold, however, it won't matter where patents end up, as it
10 shouldn't. Even the most unscrupulous patent-holder could not lie in wait for an open source project to
11 become popular and then pop up to assert improper patent royalty claims. This action seeks to require
12 that result against Defendants here, and thus to deter others from similar improper conduct.

13 **THE PARTIES**

14 **A. Plaintiff Databricks, Inc.**

15 11. Plaintiff Databricks, Inc. ("Databricks") is a Delaware corporation with its principal place
16 of business at 160 Spear Street, Suite 1300, San Francisco, California, 94105.

17 12. Founded in 2013, Databricks is a world leader in data and artificial intelligence.
18 Databricks' innovative technologies empower organizations to scale the use of data and power the
19 creation of new data products. Databricks has fundamentally transformed how organizations process,
20 store, share, analyze, model, and monetize datasets.

21 13. Databricks developed an innovative interface and tools for most data tasks, including data
22 processing, scheduling, and management; generating dashboards and visualizations; managing security,
23 governance, high availability, and disaster recovery; data discovery, annotation, and exploration;
24 machine learning modeling, tracking, and model serving; and generative AI solutions.

25 14. Databricks invented the data lakehouse, a new, open data management architecture that
26 combines the flexibility, cost-efficiency, and scale of data lakes with the data management and reliable
27 transactions of data warehouses, enabling business intelligence and machine learning on all data.

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1 15. Databricks offers customers the Databricks Data Intelligence Platform, a unified, open
2 analytics platform for building, deploying, sharing, and maintaining enterprise-grade data, analytics, and
3 AI solutions at scale. The Data Intelligence Platform is built on Databricks' data lakehouse platform and
4 uses generative AI and natural language processing to understand the unique semantics of an
5 organization's data. Using the Data Intelligence Platform, Databricks customers can create custom AI
6 models based on their proprietary datasets, optimizing performance and managing infrastructure to
7 match their needs.

8 16. Thousands of organizations worldwide across a variety of industries rely on Databricks to
9 enable massive-scale data engineering, collaborative data science, full-lifecycle machine learning and
10 business analytics.

11 17. Databricks has always sought to democratize data and artificial intelligence by
12 championing open source technologies. Central to this mission, Databricks is a leading proponent of the
13 open source software community, committed to transparency, collaboration, and the free exchange of
14 innovation. Databricks built and continues to build a substantial portion of its systems and reputation on
15 open source projects, and in return provides several of its technologies to others under open source
16 licenses. Databricks has initiated, developed, or made significant contributions to numerous other
17 prominent open source projects, including Delta Lake, an open source storage layer that brings reliability
18 and performance to data lakes; MLflow, an open source platform for managing the end-to-end machine
19 learning lifecycle; Unity Catalog, an open source unified governance solution for data and AI assets; and
20 Delta Sharing, an open protocol for secure real-time data sharing.

21 18. These open source projects reflect Databricks' deep commitment to the open source
22 community and its core principles. As a company built on and devoted to the open source ecosystem,
23 Databricks has attracted developers, enterprise customers, and partners who rely on and value the
24 accessibility, interoperability, and collaborative ethos that open source licensing is designed to protect.

25 19. Databricks brings this action to defend these principles and the open source community.

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B. Defendant Acacia Research Group LLC

20. Defendant Acacia Research Group LLC (“Acacia Research Group”) is a Texas limited liability company that claims a principal place of business at 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034.

21. On February 9, 2005, Acacia Patent Acquisition Corporation filed its Certificate of Incorporation as a Delaware corporation. Cheryl Willeford signed the Certificate of Incorporation as Incorporator for Acacia Patent Acquisition Corporation, noting her mailing address at 500 Newport Center Drive, Newport Beach, California, 92660. A copy of this Certificate of Incorporation is attached as Exhibit 1.

22. On March 7, 2005, Acacia Patent Acquisition Corporation registered with the California Secretary of State, stating its principal place of business at 500 Newport Center Drive, 7th Floor, Newport Beach, California, 92660, and designating as its agent for service of process its Chief Operating Officer, Robert Berman. Mr. Berman signed this registration. A copy of this registration is attached as Exhibit 2.

23. On March 3, 2008, Acacia Patent Acquisition Corporation filed its Certificate of Conversion and Certificate of Formation with the Delaware Secretary of State, converting Acacia Patent Acquisition Corporation to Acacia Patent Acquisition LLC, a Delaware limited liability company. Clayton Haynes signed the Certificate of Conversion as the Chief Financial Officer of Acacia Patent Acquisition Corporation, and he signed the Certificate of Formation as the Authorized Person. A copy of this Certificate of Conversion is attached as Exhibit 3. A copy of this Certificate of Formation is attached as Exhibit 4.

24. On June 19, 2008, Acacia Patent Acquisition Corporation filed a Certificate of Surrender to Transact Intrastate Business with the State of California, stating that the “Secretary of State may mail copies of any process against the corporation that is served upon the Secretary of State” to 500 Newport Center Drive, 7th Floor, Newport Beach, California, 92660. Paul Ryan signed as Chairman and Chief Executive Officer of Acacia Patent Acquisition Corporation. A copy of this Certificate of Surrender is attached as Exhibit 5.

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1 25. Also on June 19, 2008, Acacia Patent Acquisition LLC registered with the California
2 Secretary of State, stating its principal place of business at 500 Newport Center Drive, 7th Floor,
3 Newport Beach, California, 92660, and designating as its agent for service of process its Chairman and
4 Chief Executive Officer, Paul Ryan. Paul Ryan signed as Chairman and Chief Executive Officer of
5 Acacia Patent Acquisition LLC. A copy of this registration is attached as Exhibit 6.

6 26. On December 21, 2010, Acacia Patent Acquisition LLC executed a Certificate of
7 Conversion From a Delaware Limited Liability Company to a Non-Delaware Entity Pursuant to Section
8 18-216 of the Limited Liability Act for the State of Delaware, noting its conversion to a Texas limited
9 liability company with a mailing address of 500 Newport Center Drive, 7th Floor, Newport Beach,
10 California, 92660. Paul Ryan signed as Chief Executive Officer of Acacia Patent Acquisition LLC. A
11 copy of this Certificate of Conversion is attached as Exhibit 7.

12 27. Also on December 21, 2010, Acacia Patent Acquisition LLC filed a Statement of
13 Information with the California Secretary of State, noting its jurisdiction of organization as Delaware
14 and its principal place of business at 500 Newport Center Drive, 7th Floor, Newport Beach, California,
15 92660, and designating as its agent for service of process its Chief Executive Officer, Paul Ryan. Paul
16 Ryan signed as Chief Executive Officer of Acacia Patent Acquisition LLC. A copy of this Statement of
17 Information is attached as Exhibit 8.

18 28. Also on December 21, 2010, Acacia Patent Acquisition LLC executed a Certificate of
19 Conversion of a Non-Code Organization Converting to a Texas Limited Liability Company Pursuant to
20 Section 10.102 of the Business Organizations Code for the State of Texas, stating that it would convert
21 from a Delaware limited liability company with a principal place of business at 500 Newport Center
22 Drive, 7th Floor, Newport Beach, California, 92660, to a Texas limited liability company also named
23 Acacia Patent Acquisition LLC, with a principal place of business at 6136 Frisco Square Boulevard,
24 Suite 385, Frisco, Texas, 75034. Paul Ryan signed as Chief Executive Officer of Acacia Patent
25 Acquisition LLC, a Delaware limited liability company. A copy of this Certificate of Conversion is
26 attached as Exhibit 9.

27 29. The Certificate of Conversion attached a Certificate of Formation of Acacia Patent
28 Acquisition LLC, a Texas limited liability company, and noted that its governing person was Acacia

1 Research Corporation, located at 500 Newport Center Drive, 7th Floor, Newport Beach, California,
2 92660. Clayton Haynes signed the Certificate of Formation as organizer, giving his address as 500
3 Newport Center Drive, 7th Floor, Newport Beach, California, 92660. *See* Exhibit 9, Ex. A.

4 30. On January 20, 2011, Acacia Patent Acquisition LLC filed a Certificate of Amendment,
5 changing its name to Acacia Research Group LLC. Paul Ryan signed as the Chairman and Chief
6 Executive Officer of Acacia Research Corporation, the sole member of Acacia Patent Acquisition LLC,
7 now Acacia Research Group LLC. A copy of this Certificate of Amendment is attached as Exhibit 10.

8 31. On November 7, 2013, Acacia Research Group executed its Texas Franchise Tax Public
9 Information Report, claiming a principal place of business at 2400 Dallas Parkway, Suite 200, Plano,
10 Texas, 75093. Clayton Haynes signed as the Chief Financial Officer of Acacia Research Group. A copy
11 of this Texas Franchise Tax Public Information Report is attached as Exhibit 11.

12 32. On June 18, 2014, Acacia Research Group executed its Texas Franchise Tax Public
13 Information Report, claiming a principal place of business at 2400 Dallas Parkway, Suite 200, Plano,
14 Texas, 75093. Clayton Haynes signed as the Chief Financial Officer of Acacia Research Group. A copy
15 of this Texas Franchise Tax Public Information Report is attached as Exhibit 12.

16 33. On November 14, 2014, Acacia Research Group executed its Texas Franchise Tax Public
17 Information Report, claiming a principal place of business at 2400 Dallas Parkway, Suite 200, Plano,
18 Texas, 75093. Clayton Haynes signed as the Chief Financial Officer of Acacia Research Group. A copy
19 of this Texas Franchise Tax Public Information Report is attached as Exhibit 13.

20 34. Despite claiming a principal place of business in Texas in its corporate filings, Acacia
21 Research Group admitted that it continued to reside in California. In *Prophet Productions, LLC v.*
22 *Acacia Research Group, LLC*, Acacia Research Group sought a transfer of venue from Los Angeles
23 County Superior Court to Orange County Superior Court. No. 16-659, Docket No. 1-2 (C.D. Cal. Jan.
24 28, 2016). Acacia Research Group argued that “[t]he Court must transfer this action to the Superior
25 Court in Orange County, California because,” among other reasons, “that is where Defendant Acacia
26 Research Group, LLC (‘ARG’) resides.” *Id.* at 1:3-4 (footnote and numbering omitted). A copy of
27 Acacia Research Group’s filing is attached as Exhibit 14.

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35. On November 4, 2016, Acacia Research Group executed a Texas Franchise Tax Public Information Report, claiming a principal place of business at 2400 Dallas Parkway, Suite 200, Plano, Texas, 75093, but listing Robert Harris as Executive Chairman, Marvin Key as Chief Executive Officer, and Clayton Haynes as Chief Financial Officer, with addresses at 520 Newport Center Drive, 12th Floor, Newport Beach, California, 92660. Clayton Haynes signed as the Chief Financial Officer of Acacia Research Group. A copy of this Texas Franchise Tax Public Information Report is attached as Exhibit 15.

36. On November 2, 2017, Acacia Research Group executed a Texas Franchise Tax Public Information Report, claiming a principal place of business at 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034, but listing Robert Stewart as President and Clayton Haynes as Chief Financial Officer, with addresses at 520 Newport Center Drive, 12th Floor, Newport Beach, California, 92660. Clayton Haynes signed as the Chief Financial Officer of Acacia Research Group. A copy of this Texas Franchise Tax Public Information Report is attached as Exhibit 16.

37. 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034 is a Regus shared office space. Regus offers virtual offices throughout the country, including in “Virtual offices in Frisco,” for as little as “\$2 Per day.” *See* <https://www.regus.com/en/us/texas/frisco/virtual-offices>.

38. Many resellers also offer virtual offices at 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034. One reseller, Davinci Virtual, offers virtual offices there for \$69 per month. *See* <https://www.davincivirtual.com/loc/us/texas/frisco-virtual-offices/facility-3946>.

39. Although it is impossible to tell for certain the total number of businesses that use 6136 Frisco Square Boulevard, Suite 400 as their business address, the number is at least in the hundreds, as shown by online records of businesses claiming this address, including Mr. Handyman of Frisco, Chorbie Lawn Care and Pest Control, and Stylish Window Coverings.

40. On November 9, 2018, Acacia Research Group executed a Texas Franchise Tax Public Information Report, claiming a principal place of business at 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034, but listing Mark Booth as Chief Executive Officer and Kirsten Hoover as Chief Financial Officer, with addresses at 520 Newport Center Drive, 12th Floor, Newport Beach, California,
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92660. Kirsten Hoover signed as the Chief Financial Officer of Acacia Research Group. A copy of this Texas Franchise Tax Public Information Report is attached as Exhibit 17.

41. On November 12, 2021, Acacia Research Group executed a Texas Franchise Tax Public Information Report, claiming a principal place of business at 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034. Richard Rosenstein signed as the Chief Financial Officer of Acacia Research Group. A copy of this Texas Franchise Tax Public Information Report is attached as Exhibit 18.

42. On October 13, 2022, Acacia Research Group executed a Texas Franchise Tax Public Information Report, claiming a principal place of business at 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034. Richard Rosenstein signed as the Chief Financial Officer of Acacia Research Group. A copy of this Texas Franchise Tax Public Information Report is attached as Exhibit 19.

43. Despite claiming a principal place of business in Texas in its corporate filings, Acacia Research Group again admitted that it continued to reside in California. In *Monarch Networking Solutions LLC v. Juniper Networks, Inc.*, No. 23-670 (E.D. Va.), Marc Booth filed a declaration averring that he was “employed by Acacia Research Group LLP (‘Acacia’) as President and Chief Executive Officer and a Director,” and that Acacia Research Group was “headquartered in Irvine, California,” and “[i]n the ordinary course of business, Acacia stores and maintains its documents at its headquarters in Irvine.” *Id.*, Docket No. 52-2 ¶¶ 1-2, 4 (E.D. Va. Aug. 10, 2023). The Court in that action noted that it was “undisputed” that “Acacia Research Group LLC and Acacia Research Corporation (together, ‘Acacia’) are California corporations with their principal place of business in Newport Beach, California.” *Id.*, 2023 WL 11717092, at *1 (E.D. Va. Oct. 3, 2023). A copy of Acacia Research Group’s filing is attached as Exhibit 20.

44. On November 14, 2023, Acacia Research Group executed a Texas Franchise Tax Public Information Report, claiming a principal place of business at 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034. Kirsten Hoover signed as the Chief Financial Officer of Acacia Research Group. A copy of this Texas Franchise Tax Public Information Report is attached as Exhibit 21.

45. On information and belief, no Acacia Research Group employees work regularly out of its claimed principal place of business, 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034.

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1 46. On information and belief, Acacia Research Group stores no documents at its claimed
2 principal place of business, 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034.

3 47. Acacia Research Group's website lists a single address on its homepage: 65 Enterprise
4 Drive, Suite 360, Aliso Viejo, California, 92656. *See* <https://acaciaresearchgroup.com/>. On March 12,
5 2026, shortly before Databricks filed this complaint, the Internet Archive archived this page at
6 <https://web.archive.org/web/20260312013959/https://acaciaresearchgroup.com/>.

7 48. Acacia Research Group's website, on its "Contact Us" page, lists the phone number (949)
8 480-8301. *See* <https://acaciaresearchgroup.com/contact-us/>. The 949 area code covers Orange County,
9 California. On March 12, shortly before Databricks filed this complaint, the Internet Archive archived
10 this page at <https://web.archive.org/web/20260312013420/https://acaciaresearchgroup.com/contact-us/>.

11 49. Acacia Research Group's website, on its "Leadership" page, lists six individuals: Marc
12 Booth, Chief Executive Officer; Craig Yudell, Vice President, Licensing; Evan Woolley, Vice President,
13 Licensing; Nadereh Russell, Vice President, Business Development & Portfolio Management; Charlie
14 Raasch, Vice President, Engineering; and Michael Kim, Vice President, Senior Counsel. *See*
15 <https://acaciaresearchgroup.com/leadership/>. On March 12, the Internet Archive archived this page at
16 <https://web.archive.org/web/20260312023611/https://acaciaresearchgroup.com/leadership/>. According
17 to their LinkedIn pages, five of the six executives on Acacia Research Group's "Leadership" page are
18 based in California; only Craig Yudell indicates that he is based outside of California. A copy of Marc
19 Booth's LinkedIn profile is attached as Exhibit 22. A copy of Craig Yudell's LinkedIn profile is attached
20 as Exhibit 23. A copy of Evan Woolley's LinkedIn profile is attached as Exhibit 24. A copy of Nadereh
21 Russell's LinkedIn profile is attached as Exhibit 25. A copy of Charlie Raasch's LinkedIn profile is
22 attached as Exhibit 26. A copy of Michael Kim's LinkedIn profile is attached as Exhibit 27.

23 50. On information and belief, Acacia Research Group's principal place of business is at
24 65 Enterprise Drive, Suite 360, Aliso Viejo, California, 92656, or elsewhere in California.

25 **C. Defendant Acacia Research Corporation**

26 51. Defendant Acacia Research Corporation ("Acacia Research Corp.") is a Delaware
27 corporation that claims a principal place of business at 767 Third Avenue, 6th Floor, New York, New
28 York, 10017.

52. R. Bruce Stewart founded Acacia Research Corp. in January 1993, incorporating in California and operating out of his hometown of Pasadena, California.

53. On March 29, 1996, Acacia Research Corp. executed its Form 10-KSB for the United States Securities and Exchange Commission, noting it became a publicly traded company on June 15, 1995, and disclosing a principal place of business of 12 South Raymond Avenue, Pasadena, California, 91105. R. Bruce Stewart signed as President, Treasurer and Director of Acacia Research Corp. A copy of this Form 10-KSB is attached as Exhibit 28.

54. On March 29, 1997, Acacia Research Corp. executed its Form 10-K for the United States Securities and Exchange Commission, disclosing a principal place of business at 12 South Raymond Avenue, Pasadena, California, 91105. A copy of this Form 10-K is attached as Exhibit 29.

55. On March 27, 1998, Acacia Research Corp. executed its Form 10-K for the United States Securities and Exchange Commission, disclosing a principal place of business at 12 South Raymond Avenue, Pasadena, California, 91105. A copy of this Form 10-K is attached as Exhibit 30.

56. On March 30, 1999, Acacia Research Corp. executed its Form 10-K for the United States Securities and Exchange Commission, disclosing a new principal place of business at 55 South Lake Avenue, Pasadena, California, 91101. A copy of this Form 10-K is attached as Exhibit 31.

57. On September 28, 2000, Acacia Research Corp. executed its Form 10-K/A (Amendment No. 1) for the United States Securities and Exchange Commission, disclosing a principal place of business at 55 South Lake Avenue, Pasadena, California, 91101. Acacia Research Corp. further disclosed that it had "reincorporated in Delaware in December 1999." A copy of this Form 10-K/A (Amendment No. 1) is attached as Exhibit 32.

58. On March 28, 2001, Acacia Research Corp. executed its Form 10-K for the United States Securities and Exchange Commission, disclosing a principal place of business at 55 South Lake Avenue, Pasadena, California, 91101. A copy of this Form 10-K is attached as Exhibit 33.

59. On March 27, 2002, Acacia Research Corp. executed its Form 10-K for the United States Securities and Exchange Commission, disclosing a new principal place of business at 500 Newport Center Drive, Newport Beach, California, 92660. A copy of this Form 10-K is attached as Exhibit 34.

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60. For fiscal years ended December 31, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, and 2013, Acacia Research Corp. executed its Form 10-K for the United States Securities and Exchange Commission, disclosing a principal place of business of 500 Newport Center Drive, Newport Beach, California, 92660. Copies of these Forms 10-K are attached as Exhibits 35-46.

61. On February 27, 2015, Acacia Research Corp. executed its Form 10-K for the United States Securities and Exchange Commission, disclosing a new principal place of business at 520 Newport Center Drive, Newport Beach, California, 92660. A copy of this Form 10-K is attached as Exhibit 47.

62. For fiscal years ended December 31, 2015, 2016, and 2017, Acacia Research Corp. executed its Form 10-K for the United States Securities and Exchange Commission, disclosing a principal place of business at 520 Newport Center Drive, Newport Beach, California, 92660. A copy of the Form 10-K for fiscal year ended December 31, 2015, is attached as Exhibit 48. A copy of the Form 10-K for fiscal year ended December 31, 2016, is attached as Exhibit 49. A copy of the Form 10-K/A (Amendment No. 1) for fiscal year ended December 31, 2017, is attached as Exhibit 50.

63. On March 15, 2019, Acacia Research Corp. executed its Form 10-K for the United States Securities and Exchange Commission, disclosing a new principal place of business at 120 Newport Center Drive, Newport Beach, California, 92660. A copy of this Form 10-K is attached as Exhibit 51.

64. On March 16, 2020, Acacia Research Corp. executed its Form 10-K for the United States Securities and Exchange Commission, disclosing a new principal place of business at 4 Park Plaza, Suite 550, Irvine, California, 92614. A copy of this Form 10-K is attached as Exhibit 52.

65. On March 29, 2021, Acacia Research Corp. executed its Form 10-K for the United States Securities and Exchange Commission, claiming a principal place of business at 767 Third Avenue, Suite 602, New York, New York, 10017. A copy of this Form 10-K is attached as Exhibit 53.

66. For fiscal years ended December 31, 2022, 2023, and 2024, Acacia Research Corp. executed its Form 10-K for the United States Securities and Exchange Commission, claiming a principal place of business at 767 Third Avenue, 6th Floor, New York, New York, 10017. A copy of the Form 10-K for fiscal year ended December 31, 2022 is attached as Exhibit 54. A copy of the Form 10-K for //

fiscal year ended December 31, 2023 is attached as Exhibit 55. A copy of the Form 10-K for fiscal year ended December 31, 2024 is attached as Exhibit 56.

67. Despite claiming a principal place of business in New York in its corporate filings, Acacia Research Corp. admitted that it continued to reside in California. In *Slingshot Technologies, LLC v. Acacia Research Corp.*, Acacia Research Corp.’s Answer and Additional Defenses of Defendants Acacia Research Corp. and Acacia Research Group, LLC to Second Amended Verified Complaint of Plaintiff Slingshot Technologies, LLC admitted that “Defendant Acacia Research is a Delaware corporation with its principal place of business at 4 Park Plaza, Suite 550, Irvine, California.” *Id.*, No. 23-11-166, Docket No. 8, Ex. A at 12 (Del. Sup. Ct. Jan. 9, 2024). As such, the Court concluded that Acacia Research Corp. “is a Delaware corporation with its principal place of business in California.” *Id.*, 2024 WL 3220334, at *1 (Del. Sup. Ct. June 24, 2024). A copy of Acacia Research Corp.’s filing is attached as Exhibit 57.

68. On November 6, 2025, Acacia Research Corp. executed its Form 10-Q for the United States Securities and Exchange Commission, claiming a principal place of business at 777 Third Avenue, 26th Floor, New York, New York, 10017. A copy of this Form 10-Q is attached as Exhibit 58.

69. Acacia Research Corp.’s website lists its “Corporate Headquarters” at 777 Third Avenue, Suite 2602, New York, New York, 10017, and its “CA Office” at 959 South Coast Drive, Suite 425, Costa Mesa, California, 92626. *See* <https://www.acaciaresearch.com/>. On March 12, 2026, shortly before Databricks filed this complaint, the Internet Archive archived this page at <https://web.archive.org/web/20260312024656/https://www.acaciaresearch.com/>.

70. But on February 6, 2026, Acacia Research Corp. filed a Form 8-K with the Securities and Exchange Commission, claiming a principal place of business at 767 Third Avenue, 6th Floor, New York, New York, 10017, and listing a telephone number of (949) 480-8300, one number different from Acacia Research Group’s telephone number of (949) 480-8301. The 949 area code covers southern Orange County, California. A copy of this Form 8-K is attached as Exhibit 59.

71. On information and belief, Acacia Research Corp.’s principal place of business is at 959 South Coast Drive, Suite 425, Costa Mesa, California, 92626, or elsewhere in California.

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D. Defendant R2 Solutions LLC

72. Defendant R2 Solutions LLC (“R2”) is a Texas limited liability company that claims a principal place of business at 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034.

73. On May 16, 2016, Cheyenne Moseley of 101 N. Brand Boulevard, 10th Floor, Glendale, California, 91203, filed a Limited Liability Company Certificate of Formation with the Office of the Secretary of State of Texas for R2 Solutions, LLC, listing defendant Paul Reidy as the Managing Member of R2. A copy of this Certificate of Formation is attached as Exhibit 60.

74. On June 7, 2017, R2 executed its Texas Franchise Tax Public Information Report, claiming a mailing address of 701 Josephine Street, Austin, Texas, 78704. Defendant Paul Reidy signed under the title “Electronic” for R2. R2 also lists defendant Paul Reidy as Managing Member of R2, using the same 701 Josephine Street residential address. A copy of this Texas Franchise Tax Public Information Report is attached as Exhibit 61.

75. On May 15, 2018, R2 executed its Texas Franchise Tax Public Information Report, claiming a mailing address of 701 Josephine Street, Austin, Texas, 78704. Defendant Paul Reidy signed under the title “Electronic” for R2. R2 also lists defendant Paul Reidy as Managing Member of R2, using the same 701 Josephine Street residential address. A copy of this Texas Franchise Tax Public Information Report is attached as Exhibit 62.

76. On May 17, 2019, R2 executed its Texas Franchise Tax Public Information Report, claiming a mailing address of 701 Josephine Street, Austin, Texas, 78704. Defendant Paul Reidy signed under the title “Electronic” for R2. R2 also lists defendant Paul Reidy as Managing Member of R2, using the same 701 Josephine Street residential address. A copy of this Texas Franchise Tax Public Information Report is attached as Exhibit 63.

77. On April 25, 2020, Acacia Research Group acquired all of Mr. Reidy’s ownership interest in R2 Solutions LLC. *R2 Solutions LLC v. Databricks, Inc.*, No. 23-1147, Docket No. 32-2, 6 (E.D. Tex. June 17, 2024). A copy of Docket No. 32-2 is attached as Exhibit 64.

78. On April 29, 2020, R2 filed a Certificate of Amendment, converting from “R2 Solutions, LLC” (with a comma) to “R2 Solutions LLC” (without a comma). The Certificate also claimed a
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principal place of business at 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034. A copy of this Certificate of Amendment is attached as Exhibit 65.

79. On November 12, 2021, R2 executed its Texas Franchise Tax Public Information Report, claiming a principal place of business of 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034. A copy of this Texas Franchise Tax Public Information Report is attached as Exhibit 66.

80. On October 13, 2022, R2 executed its Texas Franchise Tax Public Information Report, claiming a principal place of business of 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034. A copy of this Texas Franchise Tax Public Information Report is attached as Exhibit 67.

81. On November 14, 2023, R2 executed its Texas Franchise Tax Public Information Report, claiming a principal place of business of 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034. A copy of this Texas Franchise Tax Public Information Report is attached as Exhibit 68.

82. On information and belief, no R2 employees work regularly out of its claimed principal place of business, 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034.

83. On information and belief, R2 stores no documents at its claimed principal place of business, 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas, 75034.

84. On information and belief, R2's principal place of business is at the offices of Acacia Research Group, 65 Enterprise Drive, Suite 360, Aliso Viejo, California, 92656, or elsewhere in California.

E. Defendant Paul Reidy

85. Defendant Paul F. Reidy ("Reidy") resides in Austin, Texas.

86. From 2017 through 2020, Mr. Reidy was President of Excalibur IP LLC ("Excalibur"), a Delaware limited liability corporation with a principal place of business at 701 First Avenue, Sunnyvale, California, 94089.

JURISDICTION AND VENUE

87. This action arises under California common law and California Business and Professions Code §§ 16700 to 16770 and §§ 17200 to 17210.

88. This Court has subject matter jurisdiction under Article VI, Section 10 of the California Constitution.

89. This Court has personal jurisdiction over all Defendants because of their systematic and continuous contacts with the State of California, or because they have purposefully availed themselves of the privileges of conducting activities in California, and the claims here arise from those contacts.

90. Venue is proper in the County of San Francisco under Code of Civil Procedure § 395.5 because a substantial part of the events giving rise to the claims occurred in the County of San Francisco, and the resulting injury to Databricks is felt at its headquarters in San Francisco.

BACKGROUND

A. The Apache Software Foundation and Open Source Software

91. In 1995, when what was then called the World Wide Web was still in its infancy, volunteer software engineers formed an informal collective called the Apache Group. In April 1995, the Apache Group released version 0.6.2 of the Apache HTTP Server, a server that provided web pages over the HTTP protocol to users' web browsers. On December 1, 1995, the Apache Group released version 1.0 of the Apache HTTP Server. The Apache HTTP Server became the most widely used server software on the internet, and remains so today.

92. The Apache HTTP Server is open source software. That means that anyone can go to <https://httpd.apache.org/>, download the source code for the Apache HTTP Server, and compile their own copy of it. Anyone can read its source code and learn from it. And anyone can change its source code to try to make it better. If a software engineer makes a change to the source code for the Apache HTTP Server that she thinks makes it better, she can share that change with others and see if they agree. If people agree that her change makes the source code for the Apache HTTP Server better, they will adopt her change, and it will become part of the Apache HTTP Server itself.

93. Much of the modern internet runs on open source software, as do the devices on it. More than 96% of the world's web servers run Linux, an open source operating system. Server software from Apache HTTP Server (for serving web pages) to Exim (for sending and receiving electronic mail) is similarly open source. And many consumer devices similarly rely on open source software: ChromeOS is almost entirely open source, as is a substantial portion of Android, and MacOS runs on an open source kernel called XNU and incorporates open source functions and applications.

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1 94. Although open source software often costs nothing to use, that does not mean it comes
2 without restrictions. To the contrary, open source software often comes with licenses, which restrict its
3 use and distribution. For example, one type of provision in open source licenses says that while users
4 may use the open source technology, they may not use trademarks, trade names, or logos of the licensor
5 without separate permission. Another type of provision states that any distribution of modified works
6 must include a copy of the open source license and provide notice of the changes. Users of open source
7 software must accept these licenses, and their restrictions, to use the software.

8 95. In June 1999, the Apache Group formed the Apache Software Foundation, a 501(c)(3)
9 non-profit corporation.

10 96. The Apache Software Foundation continues to release, support, and license open source
11 software. Billions of users benefit.

12 **B. The Apache License**

13 97. The Apache Software Foundation releases software under a license called the Apache
14 license.

15 98. Since its formation, thousands of contributors, including Fortune 500 companies,
16 institutions, and individuals, have contributed hundreds of millions of lines of code to more than 350
17 Apache Software Foundation open source projects under the Apache license.

18 99. The Apache license has allowed countless companies and institutions to use and rely on
19 open source software projects. In turn, these companies and institutions provide contributions to these
20 open source projects with the knowledge that these contributions will trigger a patent license for
21 implementers of software licensed under the Apache license.

22 100. In January 2004, the Apache Software Foundation issued version 2.0 of the Apache
23 license. It is available on the internet at <https://www.apache.org/licenses/LICENSE-2.0.txt>. A copy is
24 attached as Exhibit 69. This license (the “Apache License”) remains in effect today.

25 101. The Apache License is addressed to “You,” the user, which it defines as “an individual or
26 Legal Entity exercising permissions granted by this License.”

27 102. The Apache License defines the “Licensor” as “the copyright owner or entity authorized
28 by the copyright owner that is granting the License.”

1 103. The Apache License defines the “Work” to mean “the work of authorship, whether in
2 Source or Object form, made available under the License, as indicated by a copyright notice that is
3 included in or attached to the work.”

4 104. The Apache License defines a “Contributor” to mean “Licensor and any individual or
5 Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently
6 incorporated within the Work.”

7 105. The Apache License defines a “Contribution” to mean “any work of authorship, including
8 the original version of the Work and any modifications or additions to that Work or Derivative Works
9 thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or
10 by an individual or Legal Entity authorized to submit on behalf of the copyright owner.”

11 106. Paragraph 3 of the Apache License, entitled “Grant of Patent License,” states that:
12 “Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual,
13 worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent
14 license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such
15 license applies only to those patent claims licensable by such Contributor that are necessarily infringed
16 by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such
17 Contribution(s) was submitted.”

18 107. Paragraph 3 of the Apache License prevents a “Contributor,” that is, “any individual or
19 Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently
20 incorporated within the Work,” from seeking patent royalties from users of software licensed under the
21 Apache License.

22 108. For example, paragraph 3 of the Apache License prevents the situation in which a
23 Contributor becomes a member of the development community surrounding software licensed under the
24 Apache License, learns about that software from its own contributions or from exchanging information
25 with other Contributors, obtains a patent that it claims covers use of the software licensed under the
26 Apache License, allows the software licensed under the Apache License to become popular and used by
27 many implementers, and then seeks patent royalties from those implementers.

28 //

1 109. This concern is not hypothetical: software licensed under the Apache License, including
2 the Apache HTTP Server itself, is often quite popular and used by many implementers. If a Contributor
3 could be part of a community that makes software licensed under the Apache License, and could then lie
4 in wait while others implemented the software it helped build and make popular, only to pop up later to
5 seek patent royalties, the resulting disputes could be quite disruptive and expensive.

6 110. In addition, the mere threat of disputes over patent rights for open source software would
7 deter implementers from adopting it. Commercial software often comes with an indemnity provision
8 covering implementers against third-party patent royalty claims, but open source software almost never
9 does. (Who would pay it?) Without a guarantee against this kind of patent trap, implementers would be
10 much less willing to use open source software.

11 111. Paragraph 3 of the Apache License, and the protection it provides against Contributors
12 seeking patent royalties from implementers of software licensed under the Apache License, is therefore
13 critical to the success of software licensed under the Apache License.

14 **C. The Contributor License Agreements**

15 112. With the Apache License, the Apache Software Foundation also issued two contributor
16 agreements. The Individual Contributor License Agreement is available on the internet at
17 <https://www.apache.org/licenses/icla.pdf>. The Corporate Contributor License Agreement is available on
18 the internet at <https://www.apache.org/licenses/ccla-corporate.pdf>.

19 113. The Individual Contributor License Agreement and the Corporate Contributor License
20 Agreement both define a “Contribution” to include “any original work of authorship, including any
21 modifications or additions to an existing work, that is intentionally submitted by You to the Foundation
22 for inclusion in, or documentation of, any of the products owned or managed by the Foundation.”

23 114. The Individual Contributor License Agreement and the Corporate Contributor License
24 Agreement both state that, “[s]ubject to the terms and conditions of this Agreement, You hereby grant to
25 the Foundation and to recipients of software distributed by the Foundation a perpetual, worldwide,
26 non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to
27 make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license
28 applies only to those patent claims licensable by You that are necessarily infringed by Your

Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was submitted.”

115. The Individual Contributor License Agreement further states that, “[y]ou represent that you are legally entitled to grant the above license. If your employer(s) has rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer, that your employer has waived such rights for your Contributions to the Foundation, or that your employer has executed a separate Corporate CLA with the Foundation.”

116. The Apache Software Foundation requires that a company either execute a Corporate Contributor License Agreement or that its employees execute Individual Contributor License Agreements before it will accept contributions to the software that it licenses under the Apache License.

117. The Corporate Contributor License Agreement and the Individual Contributor License Agreement thus provide further protection, in addition to paragraph 3 of the Apache License, against patent claims by Contributors against implementers of software licensed under the Apache License.

D. Apache Spark

118. One of the most successful Apache open source projects is called Apache Spark. Apache Spark also has a strong connection to Databricks, as the founders of Databricks were the original creators of Apache Spark.

119. Apache Spark began as a research project at the University of California, Berkeley AMPLab, where the Databricks founders developed a groundbreaking open source unified analytics engine designed to overcome the limitations of existing large-scale data processing frameworks.

120. The Databricks founders believed that open access to powerful data processing tools would drive innovation across the entire technology ecosystem and benefit the public at large. They put their money where their mouths were, donating the Spark project to the Apache Software Foundation for release under the Apache License, ensuring that this transformative technology would remain freely available to all, governed by a trusted organization dedicated to open source software, and that any individual, organization, or enterprise could freely use, modify, and distribute the software without restriction, fostering the broadest possible adoption and collaborative development.

121. It worked. Apache Spark became, and still is, one of the most widely adopted and significant open source projects in the history of data analytics, and a foundational technology for big data processing. Apache Spark’s ability to perform large-scale data processing at unprecedented speed, its versatility across batch processing, real-time streaming, machine learning and graph computation, and its broad compatibility with numerous programming languages and data sources made Apache Spark an indispensable tool for organizations worldwide.

122. Thousands of companies use Apache Spark, including four-fifths of the Fortune 500, and more than 2,000 contributors from hundreds of organizations have contributed to its development and improvement. Major contributors to Apache Spark have included some of the most prominent technology companies in the world, including Adobe, Apple, Intel, LinkedIn, Meta, Microsoft, NVIDIA, Oracle, and Palantir, among many others. The breadth and diversity of these contributors show the critical importance of Apache Spark to the global technology ecosystem, the trust that these companies have placed in the open source community, and the trust that the open source community has placed in the collaborative stewardship of this foundational technology.

E. Yahoo’s Dedication to Open Source and Its Contributions to Apache Projects

123. Founded in 1995, Yahoo was a pioneer of the early internet, developing a web directory, email services, search engine, and other products. In the early 2000s, Yahoo was one of the biggest internet companies and was at the forefront of developing technology for web search, advertising, spam detection, personalization and many other topics.

124. Rapid industry expansion meant that big businesses such as Yahoo had to improve their data-processing capabilities by processing and storing larger volumes of data than before. As a result, they needed to innovate in data processing by distributing the workload across more than one computer. This emerging field became known as distributed data processing, colloquially called ‘big data.’

125. Jeffrey Dean and Sanjay Ghemawat of Google released a paper titled “MapReduce: Simplified Data Processing on Large Clusters,” which introduced MapReduce, “a programming model and an associated implementation for processing and generating large data sets.” Mr. Ghemawat, Howard Gobioff and Shun-Tak Leung of Google released a paper titled “The Google File System,”

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1 which introduced a “scalable distributed file system for large distributed data-intensive applications.”
2 These papers inspired other engineers to further develop the concepts and technologies they described.

3 126. One of these engineers was named Douglass Cutting. Mr. Cutting wrote Nutch, open
4 source software for web crawling. Web crawlers crawl the web, gathering web pages and storing them
5 for later indexing and searching. A web crawler thus copies large portions of the internet, and thus
6 requires substantial data processing and storage. To meet this need for big data processing, Mr. Cutting
7 implemented an improved version of MapReduce that improved on the concepts of Dean’s and
8 Ghemawat’s MapReduce. To meet this need for big data storage, Mr. Cutting also developed and
9 implemented a new data storage system, which he called the Nutch Distributed File System. Mr. Cutting
10 contributed Nutch to the Apache Software Foundation under the Apache License. Nutch remains
11 available from the Apache Software Foundation at <https://nutch.apache.org/>.

12 127. Yahoo was seeking to build a search engine to compete with other search engines
13 including Google. Although many of Yahoo’s competitors were building private implementations for
14 big data technology using closed-source software, Yahoo decided to differentiate itself with a strategy of
15 embracing open source software. This strategy included both Yahoo’s use of open source software to
16 run its own systems, and its contributions to open source projects, especially in the area of big data. As
17 part of this open source strategy, Yahoo decided to use Nutch, which Mr. Cutting had already started as
18 an open source project through the Apache Software Foundation under the Apache License, as the
19 foundation of its distributed processing architecture.

20 128. In March 2005, Yahoo hired Mr. Cutting as a consultant. Yahoo and Mr. Cutting
21 executed a professional services agreement confirming that his work would be “an open source project
22 within Nutch,” which Mr. Cutting had already released through the Apache Software Foundation under
23 the Apache License. This professional services agreement further defined “Delivered Materials” to
24 mean anything “that is delivered to Yahoo by Vendor”—Mr. Cutting—and stated that “Vendor represents
25 and warrants that said Delivered Materials are subject to, and licensed and delivered under the Apache
26 version 2.0 license of January 2004, as attached hereto as Exhibit B.” The “Apache version 2.0 license
27 of January 2004” attached as Exhibit B is the same Apache License in effect today. A copy of this
28 professional services agreement is attached as Exhibit 70.

1 129. Thus, under his agreement with Yahoo, Mr. Cutting was not only allowed but required to
2 contribute his work to the Apache Software Foundation under the Apache License.

3 130. Mr. Cutting and Yahoo had a fruitful relationship. On January 1, 2006, Mr. Cutting and
4 Yahoo converted his role to employee, but did not change the work he was doing. During his time at
5 Yahoo, Mr. Cutting implemented a new open source project called Hadoop, a software framework for
6 distributed storage and processing of big data. As part of Hadoop, Mr. Cutting implemented and
7 improved the MapReduce technology he had previously written into Nutch. As Yahoo expected and
8 required Mr. Cutting to do, Mr. Cutting contributed Hadoop to the Apache Software Foundation under
9 the Apache License, renaming it Apache Hadoop. Apache Hadoop remains available from the Apache
10 Software Foundation at <https://hadoop.apache.org/>.

11 131. Mr. Cutting did exactly what Yahoo wanted. Yahoo believed that it would benefit from a
12 broadly available open source software framework for distributed storage and processing of big data.
13 Yahoo engaged Mr. Cutting to implement this vision, and he did so.

14 132. Throughout his development of Apache Hadoop and his work for Yahoo, Mr. Cutting
15 lived and worked in Petaluma, California, and St. Helena, California.

16 133. Yahoo saw its big data open source strategy as a way to encourage broad industry-wide
17 adoption of its technology, and to benefit from contributions by the open source community to Yahoo's
18 open source technology. This was no secret: Yahoo itself publicly explained its open source strategy.
19 For example, in 2011, Eric Baldeschwieler, the Yahoo Vice President of Hadoop Software Development,
20 published an article on the Yahoo Developer Network called "The Backstory of Yahoo and Hadoop,"
21 which noted that Yahoo "currently [has] nearly 100 people working on Apache Hadoop and related
22 projects," and that, "[o]ver the last 5 years, we've invested nearly 300 person-years into these projects."
23 Mr. Baldeschwieler summarized Yahoo's motivation as follows:

24 Back in January 2006, when we decided to invest in scaling Hadoop from an interesting
25 prototype to the robust scalable framework it is today, it was obvious that our direct competitors
26 had or were building private implementations of map-reduce and clustered storage. We didn't
27 believe that this type of infrastructure would bring sustainable advantage to any one competitor:
the needs of Web Search at the time were driving everyone in in [sic] a similar direction. Thus,
instead of building yet another private implementation, we believed that investing in an Open
Source solution would bring Yahoo! numerous benefits.

28 As Mr. Baldeschwieler further explained, those benefits included "recruiting world class scientists" who

1 wanted to work on open source software; “Help building Hadoop & new tools” from the open source
2 community; “Access to trained talent and easier collaboration” because new engineers already know
3 Apache Hadoop because it is so widely used; “Avoiding Obsolescence” of private software because “we
4 are watching Hadoop itself become an industry standard”; and “Good will from doing good,” as Yahoo
5 earned a reputational benefit from contributions to open source software. Mr. Baldeschwieler
6 also explained that Apache Hadoop worked well for Yahoo itself: “Today Yahoo runs on over 40,000
7 Hadoop machines (>300k cores). They are used by over a thousand regular users from our science and
8 development teams. Hadoop is at the center of our research in search, advertising, spam detection,
9 personalization and many other topics. Our Hadoop infrastructure is key to our science efforts and these
10 have lead [sic] to many revenue driving product improvements.” Mr. Baldeschwieler concluded that the
11 “Yahoo team is committed to open source because we love seeing our work change the world and
12 because open sourcing our work via Apache Hadoop remains the most cost effective way for Yahoo to
13 meet key business goals.” A copy of this article is attached as Exhibit 71.

14 134. Yahoo contributed its work on Apache Hadoop and related technology to the Apache
15 Software Foundation under the Apache License. Many of these contributions provided significant
16 advances to open source projects. As an example, Yahoo contributed YARN, which stands for “Yet
17 Another Resource Negotiator,” and which, as Yahoo engineers explained in a paper describing YARN,
18 was a “new architecture” that “decouples the programming model from the resource management
19 infrastructure, and delegates many scheduling functions (e.g., task fault-tolerance) to per-application
20 components,” and by doing so “provides: 1) greater scalability, 2) higher efficiency, and 3) enables a
21 large number of different frameworks to efficiently share a cluster.” A copy of this paper is attached as
22 Exhibit 72. Yahoo contributed its work on YARN to the Apache Software Foundation under the Apache
23 License, both through the Apache Hadoop project and through Apache Spark.

24 135. Yahoo contributed to Apache Spark in other ways as well. Yahoo had a special team
25 tasked with contributing Yahoo big data technology to Apache Spark. In addition to YARN and the
26 Hadoop Distributed File System, Yahoo contributed to Apache Spark functionality that is essential to
27 join strategies such as Sort Merge Join and Shuffle Hash Join, including ZipPartitionsRDD, shuffle
28 //

1 handle, and RDD functionality. Yahoo made many other contributions to Apache Spark, including
2 adding security features, job scheduling, bug fixes, and other enhancements.

3 136. Yahoo also combined Apache Spark with other open source projects to make its own
4 open source software released under the Apache License. For example, Yahoo released a project called
5 CaffeOnSpark that combined Apache Spark with open source software called Caffe. As Yahoo
6 explained it in a post on the Yahoo Developer Network blog, “[w]e created CaffeOnSpark to allow deep
7 learning training and testing to be embedded into Spark applications.” Later in the same blog post,
8 Yahoo further stated that “CaffeOnSpark is beneficial to deep [sic] learning community and the Spark
9 community. In order to advance the fields of deep learning and artificial intelligence, Yahoo is happy to
10 release CaffeOnSpark at github.com/yahoo/CaffeOnSpark under Apache 2.0 license.” A copy of this
11 blog post is attached as Exhibit 73.

12 137. Encouraged by Yahoo, its employees also served on the Apache Project Management
13 Committee for Apache Spark, which allowed them to influence the management and direction of the
14 project on Yahoo’s behalf. Other Yahoo employees similarly served on the Project Management
15 Committees of Apache Hadoop and other Apache projects.

16 138. Yahoo created and maintained the Yahoo Open Source Developer Guide for its
17 employees, which set forth its policies on open source software. This guide explained to Yahoo
18 employees how to use open source software in its own products, how to contribute to open source
19 projects, and answered questions about open source software and how it fit into Yahoo’s work.

20 139. Yahoo worked to build a reputation as a company friendly to open source software.
21 Among other things, Yahoo built and maintained public relationships with various prominent open
22 source foundations, including the Apache Software Foundation, the Linux Foundation, and OpenStack.
23 For example, in 2007, Yahoo announced in a press release that it had “become a platinum sponsor of
24 The Apache Software Foundation.” The press release noted that “several members of Yahoo!’s
25 development teams are active, long-term code contributors to Apache Hadoop, the open source platform
26 that makes it possible to efficiently process vast amounts of data on a cluster of commodity hardware.”
27 The press release also stated that “Yahoo! is committed to advancing the state-of-the-art in distributed
28 //

computing through the incubation of new Apache projects.” A copy of this press release is attached as Exhibit 74.

140. Yahoo further publicized Yahoo’s open source commitment by attending and hosting in-person events, presenting about Yahoo’s open source commitment and strategy at those events, at universities, and even at the White House. Yahoo also educated its workforce about its broad commitment to open source software and its strategy to contribute its big data technology to open source. During these company meetings, Yahoo emphasized to its engineers that it encouraged contributing its big data technology to open source projects, discussed compliance with the requirements of open source licenses, and provided information to assist employees with contributing to open source projects under Yahoo’s open source strategy. Yahoo employees also attended external conferences and events on Yahoo’s behalf, to recruit employees by sharing the benefits of working at a company that contributed to open source software including numerous Apache projects.

141. Yahoo further publicized its contributions to Apache Spark. For example, when the Apache Software Foundation announced that Apache Spark had become a top-level project, the Apache Software Foundation’s press release quoted Yahoo Distinguished Architect Andy Feng stating that:

Yahoo has played a leading role in evolving Hadoop and related big-data technologies, including Spark. While Apache Hadoop serves as the foundation of our big-data platform, Spark is an attractive technology for iterative applications such as machine learning. Yahoo has made significant contributions to the development of Spark and we congratulate Spark on becoming an Apache top-level project.

A copy of this press release is attached as Exhibit 75.

F. Yahoo’s Patent Licenses Under the Apache License

142. Many of Yahoo’s open source contributions went to software maintained by the Apache Software Foundation, and licensed under the Apache License.

143. Through its engineers, Yahoo provided significant contributions to numerous open source projects of the Apache Software Foundation, including for example Hadoop, Storm, Spark, HBase, Oozie, Hive, Pig, Tez, Zookeeper, Bookkeeper, Traffic Server, as well as others.

144. Yahoo understood that, when it contributed to software licensed under the Apache License, it provided the license under paragraph 3 of the Apache License to all implementers of the software licensed under the Apache License.

1 145. Yahoo understood that paragraph 3 of the Apache License, and the license it provided to
2 all implementers of the software licensed under the Apache License, prevented Yahoo from seeking
3 patent royalties against those implementers for their use of the software licensed under the
4 Apache License.

5 146. In addition to paragraph 3 of the Apache License, Yahoo also ensured that its
6 contributions to software licensed by the Apache Software Foundation under the Apache License were
7 covered by one or more additional documents confirming that it provided a patent license to all
8 implementers of the software licensed under the Apache License. For some projects, Yahoo executed a
9 separate document confirming this license; for other projects, including Apache Spark, Yahoo directed
10 its contributors to execute Individual Contributor License Agreements. For other projects, including
11 Apache Hadoop, Yahoo both directed its contributors to execute Individual Contributor License
12 Agreements and executed a separate document confirming this license.

13 147. As a defensive strategy, Yahoo also filed for patents covering its big data technology.
14 Yahoo understood that obtaining patent protection for its big data technology, but then contributing its
15 big data technology to open source projects and thus licensing implementers of those projects, Yahoo
16 would provide the open source community with a greater level of protection, because no one else could
17 obtain patents for the same technology.

18 148. Yahoo honored the Apache License and other similar licenses, and never asserted any of
19 its patents against users of open source projects to which Yahoo had contributed technology.

20 149. It is impossible to use Apache Hadoop without using functionality contributed by Mr.
21 Cutting and other Yahoo engineers under the Apache License.

22 150. Through these contributions, Yahoo gave all implementers of Apache Hadoop a patent
23 license under paragraph 3 of the Apache License, granting them “a perpetual, worldwide, non-exclusive,
24 no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made,
25 use, offer to sell, sell, import, and otherwise transfer the Work.”

26 151. It is impossible to use YARN and the Hadoop Distributed File System in Apache Spark
27 without using functionality contributed by Yahoo engineers under the Apache License.

28 //

1 152. Through these contributions, Yahoo gave all implementers of YARN and the Hadoop
2 Distributed File System in Apache Spark a patent license under paragraph 3 of the Apache License,
3 granting them “a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as
4 stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise
5 transfer the Work.” Because the Apache License defines “Work” to mean the project rather than any
6 contribution or feature of that project, this license covers all use of Apache Spark.

7 153. It is impossible to use Sort Merge Join or Shuffle Hash Join functionality in Apache
8 Spark without using functionality contributed by Yahoo engineers under the Apache License.

9 154. Through these contributions, Yahoo gave all implementers of Sort Merge Join or Shuffle
10 Hash Join functionality in Apache Spark a patent license under paragraph 3 of the Apache License,
11 granting them “a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as
12 stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise
13 transfer the Work.” Because the Apache License defines “Work” to mean the project rather than any
14 contribution or feature of that project, this license covers all use of Apache Spark.

15 155. It is impossible to use CaffeOnSpark without using functionality contributed by Yahoo
16 engineers under the Apache License. In addition, Yahoo explicitly released CaffeOnSpark under the
17 Apache License. It is also impossible to use CaffeOnSpark without using Apache Spark.

18 156. Through these contributions and Yahoo’s explicit license, Yahoo gave all implementers of
19 CaffeOnSpark and Apache Spark a patent license under paragraph 3 of the Apache License, granting
20 them “a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in
21 this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the
22 Work.” Because the Apache License defines “Work” to mean the project rather than any contribution or
23 feature of that project, this license covers all use of CaffeOnSpark and Apache Spark.

24 **G. Acacia’s Business Model is Patent Enforcement Through Paper Subsidiaries**

25 157. Acacia Research Corp. and Acacia Research Group acquire and seek to monetize patents.

26 158. To do so, Acacia Research Corp. and Acacia Research Group approach monetization
27 targets and seek patent royalties from them. If a monetization target does not agree to pay royalties,
28 Acacia Research Corp. and Acacia Research Group file infringement litigation.

1 159. But Acacia Research Corp. and Acacia Research Group do not want defendants to
2 litigation they brought to obtain information about their overall activities.

3 160. Seeking to minimize the information that defendants to litigation they brought can obtain
4 about their overall activities, Acacia Research Corp. and Acacia Research Group do not hold the patents
5 they seek to monetize in their own names.

6 161. Instead, Acacia Research Corp. and Acacia Research Group use subsidiaries of Acacia
7 Research Group. These subsidiaries of Acacia Research Group own the patents and act as plaintiffs in
8 infringement litigation.

9 162. R2 is one such plaintiff.

10 163. These plaintiffs, including R2, are mere paper subsidiaries. They have no independent
11 employees or officers, and act entirely at the direction of Acacia Research Corp. and Acacia Research
12 Group.

13 164. In its filings with the Securities and Exchange Commission, Acacia Research Corp. has
14 explained this model as follows: “we are a principal in the licensing and enforcement of patent
15 portfolios, with our operating subsidiaries obtaining the rights in the patent portfolio or purchasing the
16 patent portfolio outright.” *E.g.*, Exhibit 56 at 7.

17 165. In its filings with the Securities and Exchange Commission, Acacia Research Corp. has
18 further explained that “we control and assume all responsibility in pursuing patent licensing and
19 enforcement programs, and for the related operating expenses.” *E.g.*, *id.* at 9.

20 166. The paper subsidiaries, such as R2, thus have neither independent decision-making
21 authority nor independent expenses, risks, or profits. All expenses come from Acacia Research Corp.
22 and Acacia Research Group, and all profits flow to them.

23 167. Neither Acacia Research Corp., Acacia Research Group, nor any of Acacia Research
24 Group’s subsidiaries practices the technology in the patent portfolios that they own or control.

25 168. In its filings with the Securities and Exchange Commission, Acacia Research Corp. has
26 stated it has “established a proven track record of licensing and enforcement success with over 1,600
27 license agreements executed as of December 31, 2024, across nearly 200 patent portfolio licensing and
28 enforcement programs.” *Id.*

1 169. Acacia Research Corp. and Acacia Research Group have achieved these results by using
2 their paper subsidiaries to commence litigation to apply pressure to target companies, attempting to force
3 them to settle and pay for a license.

4 170. When Yahoo implemented its strategy to ensure that the open source community was
5 protected by licenses to Yahoo patents, Yahoo unfortunately could not anticipate that Acacia Research
6 Corp. and Acacia Research Group would later direct R2 to seek patent royalties from implementers of
7 open source software licensed under the Apache License.

8 **H. Formation of Excalibur And Its Monetization Campaign**

9 171. On April 7, 2016, Yahoo formed Excalibur IP, LLC (“Excalibur”), a Delaware limited
10 liability company with its principal place of business in Sunnyvale, California, to hold portions of its
11 patent portfolio.

12 172. Although Excalibur was a different company from Yahoo, because Yahoo’s patent
13 portfolio was already encumbered by Yahoo’s previous provision of the license under paragraph 3 of the
14 Apache License to all implementers of the software licensed under the Apache License, Excalibur
15 remained bound by the same license under paragraph 3 of the Apache License to all implementers of the
16 software licensed under the Apache License. This license prevented Excalibur from seeking patent
17 royalties from those implementers.

18 173. On May 16, 2016, Mr. Reidy formed R2.

19 174. On July 25, 2016, Yahoo announced the sale of its core business to Verizon.

20 175. After the sale, Yahoo changed its name to Altaba Inc. and retained control of Yahoo
21 property not sold to Verizon, including Excalibur.

22 176. In 2017, Mr. Reidy became President of Excalibur. He maintained his interest in R2.

23 177. Mr. Reidy attempted to monetize Excalibur’s patents, but was limited in doing so by the
24 licenses Yahoo had granted under the Apache License. As a result of this license, Excalibur could not
25 seek patent royalties from implementers of the software licensed under the Apache License.

26 178. Between 2016 and 2020, Excalibur filed only a single patent infringement action, against
27 Spotify AB and Spotify USA, Inc. *Excalibur IP, LLC v. Spotify AB*, No. 19-165, Docket No. 1 (D. Del.

28 //

Jan. 28, 2019). Excalibur’s complaint accused Spotify’s “Echoprint” and “personalized playlist products”; it did not accuse or mention any open source software. *See id.*

179. On April 7, 2020, Excalibur filed a joint stipulation of dismissal for its litigation against Spotify, with prejudice. *Excalibur*, Docket No. 18 (D. Del. Apr. 7, 2020)

180. On April 15, 2020, the Court granted the stipulation and dismissed the litigation.

181. On information and belief, Excalibur was unable to monetize its patent portfolio because its patents were encumbered by its predecessor-in-interest Yahoo’s licenses under paragraph 3 of the Apache License and similar provisions in other open source licenses.

182. On information and belief, Mr. Reidy began to look for ways to evade these encumbrances on Excalibur’s patent portfolio and to extract payments from implementers of open source software, including software licensed under the Apache License.

I. Acacia’s Acquisition of the Excalibur Patents

183. Acacia Research Corp. and Acacia Research Group were and are always on the lookout for additional patents to add to their portfolio.

184. Acacia Research Corp. directed Acacia Research Group to look into obtaining Excalibur’s patent portfolio.

185. On information and belief, Acacia Research Corp. and Acacia Research Group knew that Excalibur’s patent portfolio was encumbered by its predecessor-in-interest Yahoo’s licenses under paragraph 3 of the Apache License and similar provisions in other open source licenses, but decided to ignore those licenses and seek royalties from implementers of software licensed under the Apache License anyway, in the hope that enough of those implementers would cough up payments to make doing so worthwhile.

186. On April 25, 2020, ten days after settlement of the litigation against Spotify, Acacia Research Group bought R2 from Mr. Reidy.

187. Two days later, on April 27, 2020, R2 purchased Excalibur’s patent portfolio.

188. R2 and its parents, Acacia Research Corp. and Acacia Research Group, thus acquired patents developed in California by California employees of a California company, in a transaction with another California company.

1 189. Although R2 was a different company from Excalibur, because Excalibur's patent
2 portfolio was already encumbered by Yahoo's previous provision of the license under paragraph 3 of the
3 Apache License to all implementers of the software licensed under the Apache License, R2 remained
4 bound by the same license under paragraph 3 of the Apache License to all implementers of the software
5 licensed under the Apache License. This license prevented R2 from seeking patent royalties from those
6 implementers.

7 **J. Acacia Violates Yahoo's License By Seeking Patent Royalties From Databricks**

8 190. Excalibur's patent portfolio included U.S. Patent No. 8,190,610, (the "'610 patent") titled
9 "MapReduce For Distributed Database Processing."

10 191. Yahoo filed the '610 patent on October 5, 2006, and the Patent Office issued it on May
11 29, 2012.

12 192. Yahoo held all right, title, and interest in the '610 patent from October 5, 2006, until the
13 assignment of Yahoo's patent portfolio to Excalibur on April 18, 2016.

14 193. During the period from October 5, 2006, through April 18, 2016, Yahoo and its engineers
15 made contributions through which Yahoo gave all implementers of Apache Hadoop and Apache Spark a
16 patent license under paragraph 3 of the Apache License.

17 194. Since obtaining the portfolio from Excalibur, Acacia Research Corp. and Acacia
18 Research Group used R2 to renege on Yahoo's licenses of its patents by engaging in a systematic
19 campaign to seek royalties for the '610 patent based on licensed open source software including Apache
20 Hadoop and Apache Spark.

21 195. As one part of this campaign, Acacia Research Corp. and Acacia Research Group used
22 R2 to file at least twenty-one actions alleging infringement of the '610 patent, including one action
23 against plaintiff Databricks. On information and belief, Acacia Research Corp. and Acacia Research
24 Group also used R2 to contact other implementers of software licensed under the Apache License to
25 seek royalties from them as well.

26 196. Having acquired patents developed in California, by California employees of a California
27 company, in a transaction with another California company, Acacia Research Corp., Acacia Research
28 Group and R2 thus asserted and continue to assert them against California companies including

Databricks, a company founded and headquartered in San Francisco. By doing so, Acacia Research Corp., Acacia Research Group and R2 have purposefully directed their activity toward this State.

197. R2's patent assertion campaign targets companies in California. Workday, Inc., is a Delaware corporation with its principal place of business at 6110 Stoneridge Mall Road, Pleasanton, California, 94588. In January 2021, R2 sued Workday for infringement of patents obtained from Yahoo. *R2 Sols. LLC v. Workday, Inc.*, No. 21-93, Docket No. 1 (E.D. Tex. Jan. 29, 2021). Roku, Inc. is a Delaware corporation with its principal place of business at 1173 Coleman Avenue, San Jose, California, 95110. In June and September 2021, R2 sued Roku for infringement of patents obtained from Yahoo. *R2 Sols. LLC v. Roku, Inc.*, No. 21-553, Docket No. 1 (W.D. Tex. June 1, 2021); *R2 Sols. LLC v. Roku, Inc.*, No. 21-997, Docket No. 1 (W.D. Tex. Sept. 28, 2021). Databricks is a Delaware corporation with its principal place of business at 160 Spear Street, Suite 1300, San Francisco, California, 94105. In December 2023, R2 sued Databricks for infringement of a patent obtained from Yahoo. *R2 Sols. LLC v. Databricks, Inc.*, No. 23-1147, Docket No. 1 (E.D. Tex. Dec. 28, 2023).

198. In at least 13 actions, R2 has specifically alleged infringement against companies that use products licensed under the Apache License, identifying them in its complaints and associated exhibits. *See R2 Sols. LLC v. Deezer S.A.*, No. 21-90, Docket No. 1 (E.D. Tex. Jan. 29, 2021) (R2 accused Apache Hadoop); *R2 Sols. LLC v. Walmart Inc.*, No. 21-91, Docket No. 1 (E.D. Tex. Jan. 29, 2021) (R2 accused Apache Hadoop); *R2 Sols. LLC v. Charles Schwab Corp.*, No. 21-122, Docket No. 1 (E.D. Tex. Feb. 9, 2021) (R2 accused Apache Hadoop); *R2 Sols. LLC v. Fidelity Brokerage Servs. LLC*, No. 21-123, Docket No. 1 (E.D. Tex. Feb. 9, 2021) (R2 accused Apache Hadoop); *R2 Sols. LLC v. JPMorgan Chase & Co.*, No. 21-174, Docket No. 1 (E.D. Tex. Mar. 2, 2021) (R2 accused Apache Hadoop and YARN); *R2 Sols. LLC v. iHeartMedia, Inc.*, No. 21-552, Docket No. 1 (W.D. Tex. June 1, 2021) (R2 accused Apache Hadoop); *R2 Sols. LLC v. Expedia Grp., Inc.*, No. 21-628, Docket No. 1 (W.D. Tex. June 17, 2021) (R2 accused Apache Hadoop); *R2 Sols. LLC v. FedEx Corp. Servs., Inc.*, No. 21-940, Docket No. 1 (E.D. Tex. Nov. 29, 2021) (R2 accused Apache Hadoop); *R2 Sols. LLC v. Am. Airlines, Inc.*, No. 22-353, Docket No. 1 (E.D. Tex. Apr. 28, 2022) (R2 accused Apache Hadoop, Apache Hive, and Apache Spark); *R2 Sols. LLC v. Citigroup Inc.*, No. 22-357, Docket No. 1 (E.D. Tex. Apr. 28, 2022) (R2 accused Apache Hadoop, Apache Hive, and Apache Spark); *R2 Sols. LLC v. CVS Health Corp.*, No. 22-354, Docket No.

1 (E.D. Tex. Apr. 28, 2022) (R2 accused Apache Hadoop, Apache Hive, and Apache Spark); *R2 Sols. LLC v. Hilton Domestic Operating Co.*, No. 22-2761, Docket No. 1 (N.D. Tex. Dec. 12, 2022) (R2 accused Apache Hadoop, Apache Hive, and Apache Spark); *R2 Sols. LLC v. Cloudera, Inc.*, No. 23-1205, Docket No. 1 (W.D. Tex. Oct. 5, 2023) (R2 accused Apache Hadoop, Apache Hive, Apache Spark, Apache Impala, Apache Flink, Apache Kafka, and Apache Phoenix).

199. In its action against Databricks, R2 alleged infringement based on Apache Spark, including at least use of YARN, the Hadoop Distributed File System, Sort Merge Join and Shuffle Hash Join. *R2 Sols. LLC v. Databricks, Inc.*, No. 23-1147, Docket Nos. 1, 1-3, 1-4 (E.D. Tex. Dec. 28, 2023).

200. It is impossible to use any of this accused functionality without using functionality contributed by Yahoo engineers under the Apache License.

201. Through these and other contributions, Yahoo gave Databricks “a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer” works including Apache Spark.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

(Against R2)

202. Databricks incorporates by reference paragraphs 1 through 201 as if set forth herein.

203. Yahoo was a Contributor under the Apache License, and Yahoo’s contributions of software to the Apache Software Foundation were Contributions under the Apache License.

204. As a result of these Contributions under the Apache License, Yahoo granted to any “individual or Legal Entity exercising permissions granted by this License,” among other things, “a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted.”

205. By using Apache Spark, Databricks is a “Legal Entity exercising permissions granted by this License.” Databricks implemented Apache Spark in compliance with the Apache License.

206. Therefore, the Apache License provides Databricks with a “a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted.”

207. Under the Apache License, Databricks has a license to use at least Apache Spark.

208. When R2 obtained patents from Excalibur and Yahoo, those patents were encumbered by Yahoo’s previous provision of the license under paragraph 3 of the Apache License to all implementers of the software licensed under the Apache License, including at least Apache Spark. R2 remained bound by the same license under paragraph 3 of the Apache License to all implementers of the software licensed under the Apache License. This license prevented R2 from seeking patent royalties from those implementers, including Databricks.

209. By seeking patent royalties from Databricks, R2 breached the Apache License.

210. Databricks has suffered harm from this breach, including but not limited to expending resources to respond to R2’s attempt to seek patent royalties from Databricks.

SECOND CAUSE OF ACTION

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

(Against R2)

211. Databricks incorporates by reference paragraphs 1 through 210 as if set forth herein.

212. Under the Apache License, Databricks has a license to use at least Apache Spark.

213. When R2 obtained patents from Excalibur and Yahoo, those patents were encumbered by Yahoo’s previous provision of the license under paragraph 3 of the Apache License to all implementers of the software licensed under the Apache License, including at least Apache Spark. R2 remained bound by the same license under paragraph 3 of the Apache License to all implementers of the software licensed under the Apache License. This license prevented R2 from seeking patent royalties from those implementers, including Databricks.

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214. By seeking patent royalties from Databricks, R2 was not acting in good faith under the Apache License, by seeking payment for licensed activity.

215. Databricks has suffered harm from this breach, including but not limited to expending resources to respond to R2's attempt to seek patent royalties from Databricks.

THIRD CAUSE OF ACTION

INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

(Against Acacia Research Group and Acacia Research Corp.)

216. Databricks incorporates by reference paragraphs 1 through 215 as if set forth herein.

217. Under the Apache License, Databricks has a license to use at least Apache Spark.

218. When R2 obtained patents from Excalibur, those patents were encumbered by Yahoo's previous provision of the license under paragraph 3 of the Apache License to all implementers of the software licensed under the Apache License, including at least Apache Spark. R2 remained bound by the same license under paragraph 3 of the Apache License to all implementers of the software licensed under the Apache License. This license prevented R2 from seeking patent royalties from those implementers, including Databricks.

219. Defendants Acacia Research Group and Acacia Research Corp. knew this.

220. Defendants Acacia Research Group and Acacia Research Corp. nevertheless directed R2 to seek patent royalties from Databricks, breaching the Apache License.

221. Defendants Acacia Research Group and Acacia Research Corp. directed R2 to seek patent royalties from Databricks with the intention of disrupting the relationship between R2 and Databricks by seeking patent royalties from Databricks for software licensed under the Apache License, thus breaching the Apache License.

222. Databricks has suffered harm from this breach, including but not limited to expending resources to respond to R2's attempt to seek patent royalties from Databricks.

FOURTH CAUSE OF ACTION

VIOLATION OF THE CARTWRIGHT ACT

(Against All Defendants)

223. Databricks incorporates by reference paragraphs 1 through 222 as if set forth herein.

1 224. Paul Reidy had a problem. He was the President of Excalibur, and his job was to
2 monetize Excalibur's patent portfolio. But Excalibur's patent portfolio was encumbered by the licenses
3 that Yahoo had granted to implementers of open source software, and these licenses prevented Excalibur
4 from seeking royalties from many potential licensees of Excalibur's patent portfolio.

5 225. Because Excalibur could not seek royalties from implementers of open source software
6 covered by Yahoo's licenses, then the price that those implementers would be willing to pay for a license
7 to Excalibur's patent portfolio was low.

8 226. Mr. Reidy was an experienced patent licensing executive; he had worked for more than
9 twenty years at patent licensors such as Intellectual Ventures, at licensors and licensees such as
10 Motorola, and at licensee representatives such as RPX. So he understood the problem, and he knew the
11 solution: find a new owner for Excalibur's patent portfolio that didn't care about the licenses that Yahoo
12 had granted to implementers of software licensed under the Apache License, and was willing to seek
13 royalties from those implementers even though it knew they were licensed.

14 227. Enter Acacia Research Corp. and Acacia Research Group. They were willing to purchase
15 Excalibur's patent portfolio and use it to seek royalties in violation of the license Yahoo granted under
16 the Apache License. If implementers of software licensed under the Apache License learned that it did
17 not shield them from claims seeking patent royalties, Defendants expected, the price those implementers
18 would pay for a license to the patent portfolio would increase. To achieve this goal, Defendants entered
19 into a conspiracy with the purpose of harming licensees such as Databricks of the license Yahoo granted
20 under the Apache License, by transferring Excalibur's patent portfolio to an entity, R2, controlled and
21 directed by owners, Acacia Research Corp. and Acacia Research Group, that were willing to seek patent
22 royalties in violation of the license Yahoo granted under the Apache License.

23 228. Acacia Research Corp. and Acacia Research Group purchased this portfolio through the
24 profoundly unusual mechanism of purchasing first Mr. Reidy's company R2, and then using R2 to
25 purchase Excalibur's patents. Defendants' decision to have Acacia Research Corp. and Acacia Research
26 Group first purchase R2 from Mr. Reidy and then have R2 purchase the Excalibur portfolio, rather than
27 have Acacia Research Corp. and Acacia Research Group directly purchase the portfolio from Excalibur,
28 provided no apparent benefit to Excalibur.

1 229. Their goal was to increase the price of a license to Excalibur's patent portfolio by
2 transferring the patents to R2, an entity controlled by Acacia Research Corp. and Acacia Research
3 Group. The patents were the same; the only difference was that the owner of those patents was now
4 willing to seek patent royalties in violation of the license Yahoo granted under the Apache License.
5 Defendants calculated that, by doing so, they would increase the price for the patent portfolio for
6 implementers of open source software covered by Yahoo's licenses.

7 230. It worked. (So far.) By ignoring Yahoo's licenses, R2's assertion of the patent portfolio
8 yielded far more in royalty payments from implementers of software licensed under the Apache License
9 than Excalibur could have achieved while honoring the licenses.

10 231. Databricks has suffered harm from this conspiracy, including but not limited to expending
11 resources to respond to R2's attempt to seek patent royalties from Databricks.

12 232. In addition to the harm that Databricks has already suffered, Databricks will continue to
13 suffer harm as long as Defendants are allowed to seek patent royalties from Databricks for software
14 licensed under the Apache License.

15 **FIFTH CAUSE OF ACTION**

16 **VIOLATION OF CAL. BUS. AND PROF. CODE § 17200 et seq.**

17 *(Against All Defendants)*

18 233. Databricks incorporates by reference paragraphs 1 through 232 as if set forth herein.

19 234. Under the Apache License, Databricks has a license to use at least Apache Spark.

20 235. When R2 obtained patents from Excalibur, those patents were encumbered by Yahoo's
21 previous provision of the license under paragraph 3 of the Apache License to all implementers of the
22 software licensed under the Apache License, including at least Apache Spark. R2 remained bound by
23 the same license under paragraph 3 of the Apache License to all implementers of the software licensed
24 under the Apache License. This license prevented R2 from bringing patent litigation against those
25 implementers, including Databricks.

26 236. Defendants Acacia Research Group and Acacia Research Corp. knew this.

27 237. Defendants Acacia Research Group and Acacia Research Corp. nevertheless directed R2
28 to file the litigation against Databricks, breaching the Apache License.

238. Defendants Acacia Research Group and Acacia Research Corp. directed R2 to file the litigation with the intention of breaching the Apache License, and forcing Databricks to pay for a license from Acacia Research Group.

239. These acts were unlawful, unfair, deceptive, or misleading, and therefore violated section 17200 of the California Unfair Competition Law (Bus. & Prof. Code § 17200).

240. Databricks has suffered harm from these acts, including but not limited to expending resources to respond to R2's attempt to seek patent royalties from Databricks.

PRAYER FOR RELIEF

WHEREFORE, Databricks prays for judgment and relief as follows:

- a. A declaration that Databricks has a license to the '610 patent and any other patents in R2's portfolio to implement software licensed under the Apache License;
- b. A declaration that R2 breached this license agreement by seeking patent royalties from Databricks;
- c. A declaration that R2 did so willfully;
- d. A declaration that R2 breached the implied covenant of good faith and fair dealing;
- e. A declaration that R2 did so willfully;
- f. A declaration that Acacia Research Group and Acacia Research Corp. knowingly, intentionally and willfully instructed R2 to breach this license agreement by seeking patent royalties from Databricks;
- g. A declaration that Defendants entered into a conspiracy to restrain trade by increasing the price of a license to Excalibur's patent portfolio by transferring the patents to R2, an entity willing to seek patent royalties in violation of the license Yahoo granted under the Apache License;
- h. Compensatory damages for the foregoing;
- i. Punitive damages for Acacia Research Corp. and Acacia Research Group's direction of R2 to willfully breach the license agreement with Databricks and for interference with Databricks' contract with R2;
- j. Treble damages for Defendants' anticompetitive actions and conspiracy;

- 1 k. Restitution of any amount received by Defendants as a result of their unlawful, unfair or
2 fraudulent business practices;
- 3 l. Pre- and post-judgment interest on the damages awarded to Databricks, at the highest
4 legal rate from and after the date this complaint is first served on Defendants;
- 5 m. An injunction against Defendants barring them from continuing to seek patent royalties
6 for software licensed under the Apache License;
- 7 n. Reasonable attorneys' fees and costs; and
- 8 o. Such other relief as the Court shall deem just and proper.

9 **JURY TRIAL DEMAND**

10 Databricks demands a jury trial on all issues and claims so triable.

11 Date: March 16, 2026

12 Respectfully submitted,

13 

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