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**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

Starbucks Corporation,

Plaintiff,

v.

Valtrus Innovations Limited and Key Patent
Innovations Limited,

Defendants.

Case No.:

COMPLAINT AND DJ COMPLAINT

**PLAINTIFF STARBUCKS CORPORATION'S
COMPLAINT ASSERTING VIOLATION OF WASHINGTON'S
PATENT TROLL PREVENTION ACT AND DECLARATORY JUDGMENT
SEEKING DECLARATIONS OF NON-INFRINGEMENT AND INVALIDITY**

1 Plaintiff Starbucks Corporation (“Starbucks”) alleges as follows against Defendants
2 Valtrus Innovations Limited (“Valtrus”) and Key Patent Innovations Limited (“KPI”).

3 I. NATURE OF THE ACTION

4 1. This is an action under Washington’s Patent Troll Prevention Act (“PTPA”), RCW
5 19.350, enforced through the Washington Consumer Protection Act (“CPA”), RCW 19.86, arising
6 from Defendants’ bad-faith assertion of patent infringement against Starbucks.

7 2. This is also an action seeking a determination that Starbucks does not infringe the
8 eleven claims of the eleven patents listed in Valtrus’s Demand Letter (the “Asserted Claims”) and
9 that said Claims are invalid under 35 U.S.C. § 101.

10 II. PARTIES

11 3. Plaintiff Starbucks Corporation is a Washington corporation with its principal place
12 of business at 2401 Utah Avenue South, Seattle, Washington 98134. Starbucks was founded in
13 1971 in Seattle’s Pike Place Market and has grown from a single storefront into a global brand that
14 continues to anchor its operations in Seattle. Starbucks employs thousands of people at its Seattle
15 Support Center (global headquarters) alone, and thousands more across Washington in retail,
16 roasting, manufacturing, warehousing, and distribution roles.

17 4. Defendant Valtrus Innovations Limited is an Irish company with a principal place
18 of business in Dublin, Ireland. Valtrus appears to be an underfunded shell entity whose sole
19 purpose is to collect patent licensing rents for its parent, Key Patent Innovations, Ltd.

20 5. As Valtrus’s own financial statements explain, “The company [Valtrus] was
21 incorporated on 3rd April 2020. The company together with its parent, Key Patent Innovations
22 Limited (“parent”), are collectively referred to as the “Group.” In January 2021, the company
23 acquired legal title to a patent portfolio relating to a range of various technologies for
24 approximately \$32 million.¹ The company was set up solely to acquire this patent portfolio and
25 *does not beneficially hold any assets or liabilities*. The beneficial owner of the intangible assets is
26 the parent [KPI], as set out in an intercompany deed signed by the company and the parent.

27
28 ¹ The paying of \$32 million for 1,865 patents values the patents, on average, at \$17,158 each.

1 Accordingly, the intangible assets and related payables have been recorded in the financial
2 statements of the parent.”²

3 6. Defendant KPI is an Irish company with a principal place of business in Dublin,
4 Ireland. KPI is Valtrus’s parent and directs Valtrus’s enforcement and licensing activities. KPI is
5 the true beneficiary of Valtrus’s litigation and demand letter campaigns.

6 7. Upon information and belief, KPI and Valtrus occupy the same shared-office style
7 “principal place of business” in Dublin, Ireland. In addition to sharing an office, KPI and Valtrus
8 share the same five directors: Angela Quinlan, Glen Gibbons, Máiréad Lyons, Paul Riley, and
9 Paul Seaman. According to deposition testimony given by Valtrus/KPI in another Valtrus
10 litigation, “KPI and Valtrus’s shared office space serves merely as a superficial business façade. It
11 is only two by three meters (or approximately 6.5 feet by 10 feet) and contains nothing more than
12 a single desk, a single chair, and some shelving space. The purported office lacks other essential
13 equipment including a server, phone, or basic computer hardware. Only one out of 10 KPI
14 employees visits the office up to once per week, and Ms. Quinlan only visits up to once every two
15 weeks.” **Exhibit A** (*SAP Am., Inc. v. Valtrus Innovations Ltd. et al.*, 1:24-cv-00756-GBW, Dkt
16 No. 27 (D. Del. Oct. 2, 2024)).

17 8. Upon information and belief, Defendants are non-practicing entities, or NPEs.

18 **III. JURISDICTION AND VENUE**

19 9. This action arises under the Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202,
20 under the Patent Laws of the United States, 35 U.S.C. §§ 1 et seq. This action also arises under the
21 Patent Troll Prevention Act enacted by the state of Washington at RCW 19.350 prohibiting bad-
22 faith assertion of patent infringement, and RCW 19.86.020, the Washington State Consumer
23 Protection Act.

24 10. This Court has subject matter jurisdiction over the claims alleged in this action at
25 least under 28 U.S.C. §§ 1331, 1338, 2201, and 2202, because this Court has exclusive jurisdiction
26 over declaratory judgment claims arising under the Patent Laws pursuant to these statutes.

27 ² Valtrus Innovations Financial Statements 2022, *SAP Am., Inc. v. Valtrus Innovations Ltd. et al.*,
28 1:24-cv-00756-GBW, Dkt No. 28-1, at p. 77 (D. Del. Oct. 2, 2024) (emphasis added).

1 11. This Court has supplemental jurisdiction over Starbucks state claims under 28
2 U.S.C § 1367, as Starbucks state law claims arise out of the same case or controversy as its claims
3 for which this Court has original jurisdiction.

4 12. Further, this Court has subject-matter jurisdiction under 28 U.S.C. § 1332(a)(2)
5 over Starbucks state law claims because the parties are citizens of different states/countries and the
6 amount in controversy exceeds \$75,000.

7 13. This Court has personal jurisdiction over Defendants pursuant to RCW 19.86.160,
8 RCW 4.28.180, and RCW 4.28.185, because they have purposely availed themselves of the
9 privilege of conducting business in the State of Washington, including directed the Demand Letter
10 and subsequent licensing efforts into Washington at Starbucks, a Washington-based company,
11 seeking to extract a Washington-focused license. The violations of RCW chapters 19.86 and
12 19.350 alleged herein arise from, or are connected with, these transactions. Exercise of personal
13 jurisdiction over Defendants comports with traditional notions of fair play and substantial justice,
14 and jurisdiction is not inconsistent with the United States Constitution or the Washington State
15 Constitution.

16 14. Sufficient minimum contacts to exercise personal jurisdiction over Defendants
17 exist, because the claims herein arise out of and relate to Defendants' actions directed at this
18 forum.

19 15. Valtrus purposefully and intentionally directed an enforcement campaign into
20 Washington. On February 4, 2025, Valtrus (through U.S. counsel) sent a licensing/enforcement
21 demand "VIA COURIER AND EMAIL" to Starbucks Chief Legal Officer at 2401 Utah Avenue
22 South, Seattle, Washington 98134. **Exhibit B** (Demand Letter).

23 16. Valtrus's Demand Letter states Valtrus "believes that Starbucks requires a license,"
24 asserts that Starbucks is "making, using, selling, or offering for sale" offerings that practice
25 Valtrus patents, requests a meeting to discuss a licensing resolution, and provides specific contacts
26 for follow-up.

27 17. Valtrus repeatedly followed up with Starbucks in Seattle over seven (7) months.
28 After the February 4 demand, Valtrus's litigation counsel emailed Starbucks CLO in Seattle on

1 February 14, 2025, May 22, 2025, and August 17, 2025, again pressing for engagement on
2 Valtrus's patent allegations and licensing demands.

3 18. In addition, representatives of Starbucks and Valtrus had multiple email and
4 telephonic exchanges as part of Valtrus's efforts to force Starbucks to take a license, including on
5 September 17, 2025 (phone call), September 23, 2025 (multiple emails), and September 24, 2025
6 (phone conversation and PowerPoint "PPT" presentation). On September 24, 2025, Valtrus and
7 Starbucks had a detailed discussion and Valtrus communicated licensing numbers to Starbucks.
8 On September 25, 2025, Valtrus (via an agent of same) sent Starbucks (via an agent of same) a
9 PPT presentation and multiple "claim charts". The PPT presentation indicated an escalation to
10 litigation against Starbucks, including stating that certain patents were being "asserted" against
11 Starbucks and several of the claim charts state in their title in all caps "ACTIVE LITIGATION".
12 Valtrus's materials also contained unreasonably high settlement demands. Given Valtrus's
13 escalating conduct, its threat of ACTIVE LITIGATION, and its outrageous settlement demands,
14 Starbucks filed this suit to ensure its rights under the PTPA.

15 19. Valtrus's Demand Letter and subsequent communications were expressly aimed at
16 Washington. The Demand Letter and subsequent emails, phone conversations, and presentation
17 materials were sent specifically to Starbucks CLO in Seattle and to/with Starbucks representatives
18 who identified themselves as such.

19 20. Starbucks is a Washington corporation with its Headquarters in Seattle,
20 Washington. The Demand Letter identifies several open-source platforms allegedly used by
21 Starbucks, including: Apache Kafka, Apache HBase, Apache Casandra, Apache Hadoop,
22 RocksDB Universal Compaction, and Kubernetes. Starbucks employs cloud-based hosting
23 services for these open-source platforms. These cloud-based hosting services include Amazon
24 Web Services and Microsoft Azure.

25 21. Amazon Web Services, Inc. is a provider of cloud computing platforms
26 headquartered in Seattle, Washington. Microsoft Azure is a cloud computing platform developed
27 and operated by Microsoft Corporation. Microsoft Corporation is headquartered in Redmond,
28 Washington. As of the second quarter of 2025, Amazon Web Services accounts for 30% of all

1 cloud infrastructure services and Microsoft Azure accounts for 20% of all cloud infrastructure
2 services. *See, e.g.,* [https://www.srgresearch.com/articles/cloud-market-growth-stays-strong-in-q2-
3 while-amazon-google-and-oracle-nudge-higher](https://www.srgresearch.com/articles/cloud-market-growth-stays-strong-in-q2-while-amazon-google-and-oracle-nudge-higher). Valtrus knew, or should have known, that the
4 Demand Letter targeted activities involving Amazon Web Services and Microsoft Azure by
5 identifying Apache Kafka, Apache HBase, Apache Casandra, Apache Hadoop, RocksDB
6 Universal Compaction, and Kubernetes as allegedly infringing platforms. Indeed, statements by
7 Valtrus in other complaints filed on the allegedly open-source patents make clear Valtrus
8 understood Washington companies would be affected.³ Defendants should have reasonably
9 anticipated being hauled into court in Washington for their targeted direction toward Washington
10 companies and the open-source software provided by these well-known Washington companies.

11 22. Valtrus's Demand Letter caused injury to Starbucks in Washington and led
12 Starbucks to suffer actual damages directly caused by Valtrus's actions. As described herein, the
13 meritless allegations identified in Valtrus's Demand Letter forced Starbucks to expend time and
14 resources to investigate the claims, engage counsel to evaluate and dispel uncertainty regarding the
15 nature of Valtrus's infringement allegations, and prepare to protect itself. Valtrus's Demand Letter
16 caused injury to Starbucks business and property, including diversion of in-house time and
17 resources and additional outside counsel time and resources to investigate and respond to
18 Defendants' meritless and non-specific assertions. Valtrus's Demand Letter also caused injury to
19 Starbucks because its generic nature prevents Starbucks from assessing indemnity protection it
20 might have by the providers of the accused functionality.

21 23. KPI directs, controls, authorizes, and benefits from Valtrus's enforcement
22 campaign; Valtrus acted as KPI's agent or alter ego. KPI is the ultimate economic beneficiary and
23 directing principal behind the Valtrus licensing/assertion program described above; Valtrus acted
24 and acts on KPI's behalf in targeting Starbucks. KPI therefore purposefully directed the same
25 Washington-aimed conduct through its agent/alter ego.

26
27
28 ³ *See, e.g.,* 2-25-cv-00516, Dkt. No. 1.

1 24. In addition, this Court has jurisdiction over Defendants pursuant to Starbucks claim
2 under the PTPA and this Court can exercise pendent jurisdiction over the patent-related claims as
3 they share a common nucleus of operative facts.

4 25. Alternatively, jurisdiction over Defendants is proper under Federal Rule of Civil
5 Procedure 4(k)(2).

6 26. An actual and justiciable controversy exists between Starbucks and Valtrus and
7 KPI as to whether Defendants have violated the Washington Patent Troll Prevention Act and
8 Consumer Protection Act.

9 27. An actual and justiciable controversy exists between Starbucks and Defendants
10 regarding whether Starbucks alleged “offerings” infringe the Asserted Claims, and whether said
11 Claims are invalid.

12 28. Venue is proper in this District under 28 U.S.C. §§ 1391(c) and 1400(b) because,
13 among other reasons, Valtrus is a foreign company and as such may be sued in any judicial district
14 in the United States in which Valtrus is subject to the Court’s personal jurisdiction; Valtrus has
15 conducted business in this District; or a substantial part of the events or omissions giving rise to
16 the claims herein occurred in this District.

17 29. Venue is proper in this District under 28 U.S.C. §§ 1391(c) and 1400(b) because,
18 among other reasons, KPI is a foreign company and as such may be sued in any judicial district in
19 the United States in which KPI is subject to the Court’s personal jurisdiction; KPI has conducted
20 business in this District; or a substantial part of the events or omissions giving rise to the claims
21 herein occurred in this District.

22 30. Venue is proper in this District under 28 U.S.C. §§ 1391(b)–(c) because a
23 substantial part of the events giving rise to the claims occurred in this District and Defendants
24 purposefully directed their conduct here.

25 **COUNT I – BAD-FAITH PATENT ASSERTION (RCW 19.350) VIA WASHINGTON CPA**
26 **(RCW 19.86)**

27 31. Starbucks realleges and incorporates by reference the foregoing paragraphs.
28

1 32. On February 4, 2025, Valtrus—through its litigation counsel—sent a Demand
2 Letter to Starbucks Chief Legal Officer at Starbucks Seattle headquarters. Notably, Valtrus’s
3 litigation counsel has sued Starbucks multiple times, and Valtrus’ use of this particular litigation
4 counsel created a reasonable apprehension of suit. Fabricant has filed five (5) lawsuits on behalf of
5 Valtrus, including in cases asserting the same patents that Valtrus has alleged against Starbucks,
6 further increasing Starbucks apprehension of suit.

7 33. The Demand Letter claims Starbucks “requires a license” and attaches “Table 1,”
8 which identifies eleven patents and lists, for each, a “Select Claim” and “Starbucks Relevant
9 offerings.” For multiple entries, Valtrus describes the accused offerings as “All offerings using
10 Apache Kafka/Kubernetes/Hadoop/Cassandra/RocksDB,” and provides links to public project
11 websites instead of any claim-element mapping. **Exhibit B** (Demand Letter).

12 34. Valtrus’s Demand Letter asserts that “all offerings using” various open-source
13 platforms (e.g., Apache Kafka, HBase, Hadoop, Cassandra, RocksDB, Kubernetes) infringe
14 Valtrus’s patents. But each asserted claim in the Demand Letter is a method claim. It is black letter
15 patent law that one does not infringe a method claim by “offering” software.

16 35. Valtrus’s Demand Letter does not identify the actual “offerings” that allegedly
17 infringe, or even what an “offering” is in the context of Starbucks business.

18 36. Valtrus’s Demand Letter does not explain how “*all* offerings” of a particular open-
19 source platform (e.g., Kubernetes) could infringe a patent claim, or how any patent claim could be
20 co-extensive with “all offerings” of an open-source platform.

21 37. Valtrus’s Demand Letter provides no charts or element-by-element mapping. The
22 Letter fails to identify any specific product or service belonging to Starbucks.

23 38. Valtrus’s allegations are quintessential bad faith. No reasonable person could
24 believe that any patent method claims cover “all offerings using Apache Kafka,” thus making
25 Valtrus’s allegations objectively baseless and made in subjective bad faith. It is highly unlikely
26 that litigants as sophisticated as Defendants subjectively, or objectively, hold said beliefs.

27 39. Valtrus’s Demand Letter claims, falsely, that Valtrus “owns” the Asserted Patents.
28 But *before* Valtrus sent its Letter to Starbucks, at least one federal judge already found that KPI,

1 and not Valtrus, owned most of the rights in the patents that Valtrus has been asserting.⁴ Valtrus
2 therefore misrepresented ownership in its Demand Letter, in violation of Washington’s Patent
3 Troll Prevention Act.

4 40. KPI is the real party that retains exclusionary and economic rights in the patents
5 Valtrus purports to assert, and KPI directs Valtrus’s licensing and enforcement. Public filings in
6 other litigation describe Valtrus as a bare trustee that holds title in name only while KPI controls
7 licensing, enforcement, and monetization. *See, e.g., Exhibit C (Valtrus Innovations Ltd. v. SAP*
8 *Am., Inc., 2:24-CV-00021-JRG, Dkt No. 54 (E.D. Tex. July 18, 2024); Exhibit D (Valtrus*
9 *Innovations Ltd. v. SAP Am., Inc., 2:24-CV-00021-JRG, Dkt No. 84-1 (E.D. Tex. Nov. 14, 2024).*

10 41. According to a pleading in another Valtrus litigation:

- 11 a. Valtrus surrendered any and all exclusionary and substantial rights when it
12 executed the Declaration of Trust (“Declaration”) and placed the Asserted Patents
13 in trust for the exclusive benefit of its sole parent company, Key Patent Innovations
14 Limited (“KPI”). Ex. A. The plain, unambiguous language of that Declaration vests
15 KPI with all exclusionary and economic rights to the Asserted Patents. *Id.* Valtrus
16 possesses no rights associated with ownership, as it cannot assign, transfer, license,
17 or enforce the Asserted Patents without KPI’s consent. *Id.* at ii, iii. Further, the
18 Asserted Patents do not form any part of Valtrus’s estate, meaning they are
19 shielded in the event Valtrus declares bankruptcy. *Id.* at 4. In contrast, KPI’s
20 exclusive control over the patents is not limited by Valtrus’s consent, and KPI can
21 assign, transfer, license, or enforce the Asserted Patents as it sees fit. *Id.* at ii. In
22 other words, KPI’s rights to the Asserted Patents are “unfettered.” (Exhibit C at 6).
- 23 b. ***The seriousness of this issue is compounded by the fact that Valtrus is severely***
24 ***undercapitalized and publicly reported that it possesses \$1 of total assets. Ex. O at***
25 ***10. This means that if the Court requires Valtrus to pay court costs, attorneys***
26 ***fees, or the like that exceed merely \$1, Valtrus would be unable to do so, and the***
27 ***Court would have no alternative remedy to require Valtrus to fulfill its obligations.***

28 ⁴ 2:24-CV-00021-JRG, Dkt No. 84-1.

1 The Court could not even place a lien or force a sale of the Asserted Patents to pay
2 any court-ordered monetary fees or awards as Valtrus cannot transfer the Asserted
3 Patents or take any action that would place a lien or other encumbrance on the
4 Asserted Patents without KPI's consent. Ex. A at ii. Valtrus is, in effect, nothing
5 more than an uncaptialized shell company created to shield its parent company and
6 actual owner of the Asserted Patents, KPI from judgment.

7 Exhibit C at 19-20 (emphasis added).

8 42. Valtrus's intentional undercapitalization is further evidence of bad-faith assertion.
9 It leverages the high cost of defense knowing that its targets—like Starbucks—face significant
10 risks and expenses should they decide to litigate rather than settle. Whereas Valtrus's only risk is
11 the risk of having to pay attorneys' fees, a risk it has preemptively attempted to avoid by making
12 itself judgment proof. Similarly, because Valtrus is a mere shell used to assert patent infringement
13 against operating companies like Starbucks, Valtrus has no fear of its targets asserting their own
14 counterclaims of infringement.

15 43. Until another defendant in a Valtrus litigation exposed KPI as the true owner,
16 Valtrus and KPI engaged in considerable efforts to keep KPI and the true nature of ownership of
17 the Asserted Patents secret. For example, in early pleadings, Valtrus swore it was the owner of "all
18 right and title" to the asserted patents therein, even though that was untrue. The Demand Letter
19 does not disclose KPI.

20 44. Much of the Demand Letter appears to be boilerplate. Indeed, Valtrus has sent the
21 exact same letter to at least one other company, asserting the exact same claims, employing the
22 exact same bad-faith infringement language as described above. The other demand letter was sent
23 to a company whose business bears no resemblance to Starbucks. The sending of carbon copy
24 demand letters to very different companies suggests Valtrus failed to conduct any reasonable pre-
25 demand due diligence.

26 45. The materials Vatrus sent to Starbucks on September 25, 2025 constitute additional
27 evidence of bad faith. By way of non-limiting examples:

28 a. The PPT presentation still secrets KPI.

- 1 b. The purported claim charts sent with the materials fail to meet the specificity
2 requirements of the PTPA. In fact, that contain gross omissions and misstatements.
- 3 c. The chart for the '416 Patent continues to purport to evidence that Kubernetes
4 “stores license information” without having any actual evidence that said limitation
5 is met. K8s does not in fact on its own perform this limitation.
- 6 d. In the chart for the '332 Patent, Valtrus re-names standard Kubernetes pieces to
7 match the claim (e.g., kubelet as a “client application manager,” a Deployment as a
8 “discovery services module,” worker nodes as “application servers”) without
9 evidence that they perform the specific claimed functions in the claimed sequence.
10 And, the asserted claim requires “notifying a client application manager ... with a
11 type of data transfer protocol to use”. Twice Valtrus’s chart asserts Kubernetes
12 “notifies Kubelet” with the “associated protocol information” and highlights a
13 kubectrl describe deployment output as if it shows such a protocol. But no such
14 showing has been made.
- 15 e. Valtrus’s claim charts state that multiple open-source “offerings” infringe the '832
16 Patent but Valtrus’s infringement mappings constitute gross mischaracterizations of
17 the accused functionality. For example, calling Cassandra’s own write path
18 “interception” can only be done in bad faith. Cassandra does not sit in between the
19 OS and the disk. Cassandra is the application that originates I/O; it isn’t a
20 pass-through shim/driver that intercepts host-to-device traffic.
- 21 f. The claim charts, which appear from the metadata to have been created the day
22 before, merely purport to demonstrate that Starbucks hires engineers with
23 proficiency in some open-source software and concludes, *ipse dixit*, that Starbucks
24 infringes. Showing screenshots from Stackshare, resumes, and a job ad to suggest
25 Kubernetes use, for example, fails to evidence use of the claimed method by
26 Starbucks (or in Kubernetes, e.g.).
- 27 g. All of the asserted claims are method claims but Valtrus fails to specify who or
28 what performs each (or any) limitation.

- h. Not all of the patents in Valtrus letter are charted.
- i. Far from creating the requisite specificity under the PTPA, the materials Valtrus sent to Starbucks on September 25, 2025 further evidence bad faith assertion.
- j. Each claim chart by Valtrus contains material misrepresentations about the capabilities of the accused “offerings”. These are not differences of opinion pertaining to infringement; Valtrus has misrepresented the capabilities of the accused functionality and concluded, without evidence or *contra* the evidence, that limitations are met. Actions that constitute bad faith assertion.

46. Defendants’ bad-faith assertions forced Starbucks to expend time and resources to investigate the claims, engage counsel to evaluate and dispel uncertainty regarding the nature of Valtrus’s infringement allegations, and prepare to protect itself.

47. Defendants’ conduct constitutes an unfair or deceptive act or practice in trade or commerce that affects the public interest and has caused injury to Starbucks business and property, including diversion of in-house time and resources and additional outside counsel time and resources to investigate and respond to Defendants’ meritless and non-specific assertions.

48. Washington’s PTPA makes it unlawful to send a bad-faith assertion of patent infringement to a Washington business. The statute provides a non-exclusive list of factors a court may consider in finding bad faith, including, among others, whether the demand letter (1) lacks factual allegations concerning the specific areas in which the target’s products, services, or technology infringe; (2) contains false or misleading statements; or (3) theasserter failed to conduct an adequate pre-demand analysis.

49. The Demand Letter bears multiple hallmarks of bad faith, including but not limited to: (i) absence of claim charts or element-by-element mapping; (ii) blanket accusations that “all offerings using” staple, general-purpose open-source components infringe; (iii) omission or misstatement of true ownership/exclusionary rights; and (iv) employing broad, boilerplate language suggestive of a lack of pre-demand due diligence.

50. Indeed, Valtrus’s Demand Letter contains allegations of infringement that no reasonable person could believe are true.

1 51. Several of the Asserted Claims are expired method claims that require divided
2 infringement. Starbucks had no knowledge of the Patents prior to expiration, making infringement
3 highly unlikely if not impossible. *See* non-infringement pleading, *infra*, incorporated by reference.

4 52. Method claims require proof that a single actor performs every step in the United
5 States, or that the steps of other actors are legally attributable to the accused infringer. Valtrus’s
6 letter never identifies the actors for each step.

7 53. For any indirect theory, Valtrus must still prove direct infringement by someone
8 and knowledge/intent — neither is pleaded in the Letter.

9 54. Washington’s PTPA (RCW 19.350), via the CPA, treats non-specific,
10 portfolio-style letters that omit claim-element mapping and actor identification as evidence of bad
11 faith.

12 55. The Letter’s broad reference to “[a]ll offerings using
13 Apache/Kafka/Kubernetes/Hadoop/Cassandra/RocksDB” is not a legal theory. Infringement is
14 claim by claim and element by element; the mere alleged presence of a general-purpose open-
15 source component cannot substitute for proof of each limitation.

16 56. Divided infringement dominates: core steps (brokers, replication, control plane
17 scheduling, storage reallocation) are typically performed by cloud providers’ managed services,
18 not Starbucks.

19 57. And the accused functionalities are staple platforms with substantial non-infringing
20 uses; inducement still requires a specific direct infringer and intent, which the Letter does not
21 identify.

22 58. For example, Valtrus alleges that Starbucks infringes Claim 1 of U.S. Patent
23 8,370,416 merely by “using Kubernetes.” Exhibit B.

24 59. Kubernetes, also known as K8s, is an open-source system for automating
25 deployment, scaling, and management of containerized applications.

26 60. In layperson’s terms, Kubernetes comprises software that runs and babysits many
27 copies of an application on many computers so the application stays up, scales to demand, and
28 survives failures.

1 61. Claim 1 of the '416 Patent covers license-gated cluster activation. It requires
2 “license information” on a node—including a bundle-type parameter that defines cluster size—and
3 activates the cluster only when the node count complies with that license.

4 62. Kubernetes does not work that way. It is an open-source system (Apache 2.0) with
5 no license keys, no bundle-type parameters, and no activation gate tied to node counts.

6 63. Even a simple Google search, e.g., “does kubernetes use license keys?” reveals the
7 truth, “no.”

8 64. The same result occurs with a ChatGPT query, “does kubernetes use license keys?”
9 Again, “no”.

10 65. Even managed offerings do not infringe the claim. Services like Amazon EKS
11 charge a flat per-cluster hourly fee, not a license that gates activation by node count; they do not
12 impose the claim’s bundle-type gating mechanism.

13 66. Kubernetes is free and does not use license keys to “turn on” a cluster or cap its
14 size. Saying Starbucks infringes a patent that requires license-gated activation—just because it
15 uses Kubernetes—is not even a close call; it is a basic mismatch anyone should see, making such
16 allegations objectively baseless and made in subjective bad faith.

17 67. Indeed, Valtrus’s Demand Letter’s Table 1 literally asserts that *all offerings using*
18 *Kubernetes* practice the identified *method* claims of ***four different*** patents, the '416, '538, '588,
19 and '332 Patents, without identifying any specific Starbucks product/service or mapping claim
20 elements to features. That is not a plausible infringement theory on its face.

21 68. Claim 1 of the '416 Patent centers on cluster licensing/compatibility enforcement,
22 including “storing license information... includ[ing] a bundle-type parameter” and activating the
23 cluster only when node count complies with licensing rules. That is a licensing-gated cluster
24 creation flow—not a thing Kubernetes does out-of-the-box.

25 69. Claim 1 of the '332 Patent requires hot-deploy in a grid computing environment via
26 a repository server, a discovery services module, notifications to a client application manager on
27 each node, and use of an appropriate hot-deployment plug-in—a very particular workflow that is
28 not how Kubernetes “rolling update” works.

1 70. Claim 7 of the '538 Patent requires a machine-readable monitoring model that
2 updates when the environment changes and components that autonomously adapt their operation
3 by *reading the model*. Kubernetes usage does not, by itself, implement that model-driven,
4 self-adapting monitoring architecture.

5 71. Claim 13 of the '588 Patent requires providing metric definitions in
6 machine-readable form via a metric introspection interface, and a monitoring tool that accesses
7 those definitions and then processes the monitoring data based on them. That is not inherent in
8 “using Kubernetes”; it depends on a particular monitoring stack and interfaces.

9 72. And Valtrus’s bad-faith allegations are not limited to the patents allegedly covering
10 open-source K8s. For example, U.S. Patent 7,730,218 (Claim 1)—asserted against “all offerings
11 using Hadoop”—requires a *master agent* that constructs and forwards executable code blocks to
12 targets to connect them to NAS. Hadoop/HDFS does not do anything like that; its documented
13 architecture is NameNode/DataNode with clients speaking standard protocols—no “master agent”
14 building and shipping executables. Valtrus’s infringement allegation is an architecture-level
15 mismatch.

16 73. By way of yet another example, Valtrus accuses “All offerings using Apache
17 HBase” and “All offerings using Apache Cassandra” and “All offerings using RocksDB Universal
18 Compaction” and “All offerings using Apache Kafka Streams using RocksDB Universal
19 Compaction” of infringing Claim 25 of the '832 Patent. These allegations are implausible on their
20 face.

21 74. Limitation [a] requires “intercepting communications between a computer system
22 and said storage device.” That describes a component that sits in the I/O path—e.g., a block-layer
23 filter/driver, hypervisor filter, storage controller/firmware, or similar shim that passively observes
24 (and possibly transforms) disk/SSD/NVMe/SCSI traffic.

25 75. By contrast, a database or stream-processing library is an endpoint that originates
26 file or block I/O through the OS and filesystem. It does not interpose itself *between* the computer
27 and the storage device to “intercept” their communications—there is nothing “in between”
28 because it is one of the endpoints initiating the I/O.

1 76. HBase runs at the application layer above HDFS and the OS; it issues I/O but does
2 not interpose on I/O generated by other software to the storage device.

3 77. Cassandra is also an application-layer LSM database that originates I/O.

4 78. RocksDB is an embedded KV store; it calls the filesystem; it does not sit
5 “between” the OS and the storage device.

6 79. Kafka Streams is an application library; optional state stores (often RocksDB) still
7 do not intercept device-level communications.

8 80. Valtrus’s infringement allegations are objectively baseless and subjectively alleged
9 in bad faith.

10 81. And Valtrus’s “all offerings” allegations against open-source platforms as opposed
11 to any specific Starbucks implementations is also problematic as it prevents Starbucks from
12 seeking indemnification from the actual providers of any software employed in Starbucks systems,
13 and prevents the actual providers from suing Valtrus based on the Customer-Suit Exception. These
14 are facts that Valtrus may be well aware of. On information and belief, Valtrus and KPI pursue
15 *customers* of target vendors with demand letters and suits to extract licenses—an approach alleged
16 by Red Hat and Vertiv in separate actions.

17 82. The materials Valtrus sent on September 25, 2025 are further evidence of
18 Valtrus/KPI’s bad faith for the reasons stated, *supra*. Indeed, the materials double-down on
19 Valtrus’s bad faith conduct.

20 83. The bad faith factors in the PTPA are non-exclusive. Other examples of Valtrus’s
21 bad-faith allegations are in the non-infringement sections, *infra*.

22 84. The Washington PTPA is enforced through the Washington CPA. Defendants’
23 conduct constitutes an unfair or deceptive act or practice, in trade or commerce, that affects the
24 public interest and has caused injury to Starbucks.

25 85. Starbucks is entitled to injunctive relief, actual damages, attorneys’ fees, and treble
26 damages to the extent permitted by RCW 19.86.090.

27
28

1 **COUNT II: DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

2 **US PATENT NO. 6,889,244**

3 86. Starbucks realleges and incorporates by reference the foregoing paragraphs.

4 87. Valtrus accuses “all offerings using Apache Kafka” of infringing Claim 1 of U.S.
5 Patent No. 6,889,244. Exhibit B at 4.

6 88. The ’244 Patent expired on January 20, 2022. Starbucks did not have knowledge of
7 said Patent before expiration.

8 89. Apache Kafka is an open-source event streaming platform for building real-time
9 data pipelines and streaming applications. It allows applications to publish and subscribe to event
10 streams, storing them durably in topics (logs) which are divided into partitions and distributed
11 across a cluster of brokers.

12 90. Claim 1 of the ’244 Patent is a method claim. Valtrus’s Demand Letter does not
13 explain how Starbucks allegedly performs the claimed method. In a typical Kafka deployment,
14 different actors do different steps: the producer app (limitation [a]), the Kafka brokers (limitation
15 [b], limitation [d]), and the consumer app (limitation [d]). Unless the accused party both runs the
16 brokers and controls the producer and consumer behavior under the *Akamai* precedent’s requiring
17 of direction/control, there is no single direct infringer of the method.

18 91. Claim 1 covers: A method of transmitting messages between a first node and a
19 second node, wherein the first and second nodes are each coupled to a fault tolerant storage system
20 (FTSS), the method comprising: [a] transmitting a message from the first node to a
21 communication agent in the FTSS; [b] storing the message in a data structure in highly reliable
22 fault-tolerant storage media of the FTSS; [c] processing the message at the FTSS in accordance
23 with a messaging paradigm; and [d] transmitting the message from the FTSS to the second node.

24 92. Apache Kafka does not infringe this Claim.

25 93. In Kafka, there is no identification of an “FTSS” distinct from generic message
26 brokers. Kafka brokers are not shown to be a fault-tolerant storage system with an internal
27 “communication agent in the FTSS” that meets the claim as construed.

28

1 94. By way of second example, limitation [c] — “processing the message at the FTSS
2 in accordance with a messaging paradigm” — is undefined in the Letter and not inherent to
3 Kafka’s append-only log and replication; merely persisting/replicating messages is not
4 “processing” as that term is used in the Claim.

5 95. By way of third example, limitation [d] requires the FTSS to transmit the message
6 to the second node. Kafka’s standard pull model has consumers fetch data; the FTSS does not
7 affirmatively transmit absent a consumer request.

8 96. Starbucks seeks a declaratory judgment that it does not infringe Claim 1 of the ’244
9 Patent.

10 **COUNT III: DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

11 **US PATENT NO. 7,120,832**

12 97. Starbucks realleges and incorporates by reference the foregoing paragraphs.

13 98. Valtrus accuses “all offerings” of four *different* open-source programs and libraries
14 of infringing a single claim of the ’832 patent: “all offerings using Apache HBase”; “all offerings
15 using Apache Cassandra”; “all offerings using RocksDB Universal Compaction”; and “all
16 offerings using Apache Kafka Streams using RocksDB Universal Compaction.”⁵ Exhibit B at 4.

17 99. Apache HBase is an open-source, non-relational (NoSQL) distributed database
18 modeled after Google’s Bigtable. It is designed to provide real-time, random read/write access to
19 large datasets within the Apache Hadoop ecosystem. HBase runs on top of the Hadoop Distributed
20 File System (HDFS) or Alluxio, leveraging its distributed storage capabilities.

21 100. Apache Cassandra is an open-source, NoSQL distributed database designed for
22 handling large volumes of data with high availability and fault tolerance. It features a partitioned
23 row store architecture with a flexible schema, enabling horizontal scalability across multiple
24 machines.

25 101. Although HBase and Cassandra are both popular NoSQL databases, they differ
26 significantly in their architecture, consistency models, and use cases.

27 _____
28 ⁵ Here, Valtrus likely means Kafka Streams applications that use RocksDB state stores configured
for Universal Compaction.

102. RocksDB Universal Compaction, also referred to as “tiered compaction” in other LSM-tree implementations, is a compaction strategy designed to prioritize lower write amplification, potentially at the cost of increased read amplification and space usage compared to leveled compaction.

103. Apache Streams using RocksDB Universal Compaction: Apache Kafka Streams, a library for building streaming applications on Kafka, utilizes RocksDB as its default state store implementation. RocksDB, in turn, employs various compaction strategies to manage its data, and one prominent strategy is Universal Compaction.

104. Claim 25 covers: A method for monitoring performance of a storage device, comprising: [a] intercepting communications between a computer system and said storage device; [b] analyzing said intercepted communications; and [c] reallocating at least some of said data on said storage device to enhance the performance of said storage device based on said analyzed communications.

105. None of the accused offerings/libraries infringe method Claim 25.

106. For example, limitation [a] requires “intercepting communications between a computer system and a storage device”. Database libraries (HBase, Cassandra, RocksDB, Kafka Streams) perform application-level reads/writes; they do not “intercept” I/O between a host and a storage “device.”

107. By way of second example, limitation [c] requires, “reallocating at least some of said data on said storage device”. RocksDB’s compaction and Cassandra/HBase data placement are internal algorithms, not reallocations performed “on the storage device” based on an interception of device I/O.

108. Starbucks seeks a declaratory judgment that it does not infringe Claim 25 of the ‘832 Patent.

COUNT IV: DECLARATORY JUDGMENT OF NON-INFRINGEMENT

US PATENT NO. 7,251,588

109. Starbucks realleges and incorporates by reference the foregoing paragraphs.

110. Valtrus accuses “all offerings using Kubernetes” of infringing Claim 13 of the ‘588 Patent. Exhibit B at 4.

111. The ‘588 Patent expired on July 17, 2023. Starbucks did not have knowledge of said Patent before expiration.

112. See description of K8s, *supra*.

113. Claim 13 is a method claim. See issues with asserting a method claim against Starbucks, *supra*.

114. Claim 13 covers: A method comprising: [a] storing metric definitions for at least one monitored component in a machine-readable format to a data storage device; [b] a monitoring tool accessing the machine-readable metric definitions to determine the metric definitions used in monitoring data collected for the at least one monitored component; [c] the monitoring tool accessing said monitoring data collected for the at least one monitored component; and [d] the monitoring tool processing the monitoring data based at least in part on the corresponding metric definitions.

115. Kubernetes is an orchestration platform; it does not inherently practice the claimed steps.

116. Further, limitation [a] requires storing “metric definitions”; the Letter identifies no Starbucks artifacts (e.g., definition files/CRDs) and no storage location.

117. Limitations [b]-[d] require that the monitoring tool itself “access and process” data based on those definitions. The actors performing these steps are unspecified; if a managed service or third-party tool does this, attribution to Starbucks is lacking under *Akamai*.

118. There is no showing that Starbucks monitoring (if any) uses machine-readable “definitions” rather than built-in metric discovery, nor that processing is “based on” those definitions as claimed.

119. Starbucks seeks a declaratory judgment that it does not infringe Claim 13 of the ‘588 Patent.

1 **COUNT V: DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

2 **US PATENT NO. 7,376,953**

3 120. Starbucks realleges and incorporates by reference the foregoing paragraphs.

4 121. Valtrus accuses “all offerings using Apache Kafka” of infringing Claim 1 of the
5 ’953 Patent. Exhibit B at 4.

6 122. The ’953 Patent expired on October 25, 2023. Starbucks did not have knowledge of
7 said Patent before expiration.

8 123. See description of Apache Kafka, *supra*.

9 124. Claim 1 is a method claim. See issues with asserting a method claim against
10 Starbucks, *supra*.

11 125. Claim 1 covers: A method for routing a transaction to a front-end server,
12 comprising: [a] identifying at least one attribute-based category for said transaction; [b] attempting
13 to identify at least one of a plurality of front-end servers to process said transaction based at least
14 in part on said identified attribute-based category and at least in part on said front-end servers
15 being assigned to execute transactions corresponding to said attribute-based category; [c] when at
16 least one of the front-end servers is identified, routing said transaction to one of said at least one
17 identified front-end server; [d] when no front-end server is identified, routing said transaction to a
18 default one of the front-end servers; [e] determining whether the transaction is associated with a
19 new attribute-based category, and if so, assigning the new category to one of the front-end servers;
20 wherein identifying said at least one front-end server comprises comparing said attribute-based
21 category for said transaction to assigned attribute-based categories for said plurality of front-end
22 servers.

23 126. Kafka is a distributed log, not a transaction router among “front-end servers”. The
24 claim’s architecture (category-based server assignment, default server fallback, learning new
25 categories) is absent from standard Kafka usage.

26 127. Limitations [a], [b], and [c] require category assignment logic to front-end servers
27 — not present in Kafka; any such logic would be custom application code Valtrus has not
28 identified.

1 128. Limitation [d] requires routing to a “default” front-end server if none match —
2 again, not a Kafka feature.

3 129. Kafka topics/partitions are predefined logical channels, not dynamic, per-message
4 attribute-based categories with default-server fallback as claimed.

5 130. Additionally, it seems that no data is sent to a front-end processor of a transaction;
6 the information is sent to topic partitions which are hosted on Kafka brokers which are back-end
7 servers.

8 131. Starbucks seeks a declaratory judgment that it does not infringe Claim 13 of the
9 ’953 Patent.

10 **COUNT VI: DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

11 **US PATENT NO. 7,640,332**

12 132. Starbucks realleges and incorporates by reference the foregoing paragraphs.

13 133. Valtrus accuses “all offerings using Kubernetes” of infringing Claim 1 of the ’332
14 Patent. Exhibit B at 4.

15 134. *See* description of K8s, *supra*.

16 135. Claim 1 is a method claim. *See* issues with asserting a method claim against
17 Starbucks, *supra*.

18 136. Claim 1 covers: A method for hot deployment and/or redeployment in grid
19 computing environment, comprising: [a] adding a new version of an application release bundle in
20 a repository server; [b] determining by a discovery services module which grid nodes are running
21 an application associated with the added new version *upon adding* the new version;
22 [c] notifying a client application manager associated with one or more of the determined grid
23 nodes about adding the new version along with a type of data transfer protocol to use; and [d] hot
24 deploying/redeploying the new version on running application servers in a grid node using an
25 appropriate hot deployment plug-in based on the data transfer protocol by a respective one of the
26 client application managers.

27 137. Kubernetes’s rolling updates are triggered by updating deployment manifests, not
28 “upon adding a new version to a repository server” as required by limitation [b].

1 138. The claim requires specific components — “discovery services module,” “client
2 application manager,” and a “hot deployment plug-in” chosen “based on a notified data transfer
3 protocol”. Kubernetes does not include these components or that selection mechanism.

4 139. Limitation [c] envisions an explicit “notification” including the protocol to use for
5 transfer; Kubernetes nodes pull images via standard mechanisms without such per-deployment
6 protocol notifications.

7 140. Kubernetes deploys applications by employing “rolling updates” on “pods.”
8 <https://kubernetes.io/docs/tutorials/kubernetes-basics/update/update-intro/>. Pods are analogous to
9 the “application server” described by the ’332 Patent, and “each Pod is meant to run a single
10 instance of an application.” <https://kubernetes.io/docs/concepts/workloads/pods/>. Updates are
11 implemented “by incrementally replacing the current pods with new ones.”
12 <https://kubernetes.io/docs/tutorials/kubernetes-basics/update/update-intro/>.

13 141. Unlike the “hot deploy[ment]” of applications on “running ... application servers”
14 as described by the ’332 Patent, deployment of the application by Kubernetes requires deployment
15 of an application to a server. *See id.* (“As mentioned in the previous section, when the Pod
16 template for a workload resource is changed, the controller creates new Pods based on the updated
17 template *instead of updating or patching the existing Pods*.”). Kubernetes typically achieves
18 updates by creating new pods and terminating old ones, rather than injecting new code into the
19 same running process on the same pod (“hot deploy”).

20 142. Starbucks seeks a declaratory judgment that it does not infringe Claim 1 of the ’332
21 Patent.

22 **COUNT VII: DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

23 **US PATENT NO. 7,730,218**

24 143. Starbucks realleges and incorporates by reference the foregoing paragraphs.

25 144. Valtrus accuses “all offerings using Apache Hadoop” of infringing Claim 1 of the
26 ’218 Patent. Exhibit B at 4.

27 145. Claim 1 is a method claim. *See* issues with asserting a method claim against
28 Starbucks, *supra*.

1 146. Apache Hadoop is an open-source software framework that enables the distributed
2 storage and processing of massive datasets across clusters of computers, allowing for scalable and
3 cost-effective big data analytics and processing. It consists of key components like the Hadoop
4 Distributed File System (HDFS) for storage and Hadoop MapReduce for parallel data processing.

5 147. Claim 1 covers: A method for connecting a target computer system in a networked
6 computer environment to a target network-attached-storage object, comprising: [a] providing a
7 master-agent executable that continuously executes on a computer system; [b] constructing, by the
8 master agent, an executable code block that, when executed on the target computer system,
9 connects the target computer system to the target network-attached-storage object; and
10 [c] forwarding, by the master agent, the executable code block to the target computer system for
11 execution on the target computer system.

12 148. Hadoop/HDFS uses client libraries and name/data node protocols; it does not
13 deploy a “master agent” that builds and forwards executable code blocks to targets to connect
14 them to NAS objects.

15 149. Each step requires a very specific remote-execution workflow absent from Hadoop
16 architectures. Valtrus identifies no Starbucks component that continuously runs as a “master
17 agent,” constructs per-target executables, and forwards them for execution. If any such agent
18 existed (it does not in standard Hadoop), it would likely be part of third-party software or provider
19 tooling; no attribution to Starbucks is shown.

20 150. Starbucks seeks a declaratory judgment that it does not infringe Claim 1 of the '218
21 Patent.

22 **COUNT VIII: DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

23 **US PATENT NO. 7,904,686**

24 151. Starbucks realleges and incorporates by reference the foregoing paragraphs.

25 152. Valtrus accuses “all offerings using Apache Hadoop” of infringing Claim 1 of the
26 '686 Patent. Exhibit B at 4.

27 153. See description of Apache Hadoop, *supra*.
28

1 154. Claim 1 is a method claim. *See* issues with asserting a method claim against
2 Starbucks, *supra*.

3 155. Claim 1 covers: A method of providing data security for use with a file system,
4 comprising: [a] applying a mapping function to data block numbers associated with a file, where
5 the data block numbers are contained in an index node (inode) associated with the file; and
6 [b] obtaining mapped data block numbers after applying the mapping function, wherein the
7 mapped data block numbers are addresses of data of the file in a storage device.

8 156. HDFS metadata maps block IDs to datanodes via NameNode metadata; it does not
9 apply a “mapping function to block numbers contained in an inode” to produce physical storage
10 “addresses”.

11 157. Limitation [b] requires the output of the mapping to be “addresses in a storage
12 device”; HDFS’s mapping yields logical block locations across nodes, not device addresses.

13 158. Valtrus identifies no Starbucks file system that performs this inode-level
14 transformation; if performed, it would be done inside the filesystem implementation, not by
15 Starbucks applications.

16 159. Starbucks seeks a declaratory judgment that it does not infringe Claim 1 of the ’686
17 Patent.

18 **COUNT IX: DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

19 **US PATENT NO. 7,936,738**

20 160. Starbucks realleges and incorporates by reference the foregoing paragraphs.

21 161. Valtrus accuses “all offerings using Apache Kafka” of infringing Claim 1 of the
22 ’738 Patent. Exhibit B at 4.

23 162. *See* description of Apache Kafka, *supra*.

24 163. Claim 1 is a method claim. *See* issues with asserting a method claim against
25 Starbucks, *supra*.

26 164. Claim 1 covers: A method of storing context information in an outgoing message
27 sent from a node using a protocol stack with layers, comprising: [a] providing the outgoing
28 message from an application to a layer of the protocol stack; [b] selectively indicating to the layer

1 that context information is to be obtained for that layer; [c] obtaining context information in
2 accordance with the indication; and [d] adding the obtained context information to the outgoing
3 message such that a response, received from the destination node, to the outgoing message
4 contains the obtained context information.

5 165. The claim requires “per-layer” context indication/collection at the protocol stack
6 level. Kafka’s user-level headers are not protocol-stack “layer” context as claimed.

7 166. Limitation [d] requires that the *response contains the obtained context
8 information*; Kafka does not guarantee that responses echo application-supplied context headers.

9 167. The Letter contains no identification of any Starbucks stack that instructs
10 OS/network layers to collect and insert layer-specific context into outgoing messages.

11 168. OS/network stack operations would be performed by the host OS or provider
12 infrastructure, not attributable to Starbucks without *Akamai*-level control.

13 169. Starbucks seeks a declaratory judgment that it does not infringe Claim 1 of the ’738
14 Patent.

15 **COUNT X: DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

16 **US PATENT NO. 8,370,416**

17 170. Starbucks realleges and incorporates by reference the foregoing paragraphs.

18 171. Valtrus accuses “all offerings using Kubernetes” of infringing Claim 1 of the ’416
19 Patent. Exhibit B at 5.

20 172. Claim 1 covers: A method of creating a clustered computing system, comprising:
21 [a] storing license information for a computing cluster in a memory module associated with a
22 computing node, wherein the licensing information includes a bundle-type parameter that
23 identifies a size of the cluster and at least one additional bundle-type characteristic of the cluster,
24 and one or more node license parameters that identifies a characteristic of a computing node;
25 [b] initializing the computing cluster in a first computing node; [c] adding one or more available
26 computing nodes to the computing cluster; and [d] activating the computing cluster when the
27 computing cluster includes a number of nodes that complies with the bundle-type parameter.
28

1 173. The discussion of non-infringement of the '416 Patent, *supra*, is incorporated by
2 reference.

3 174. In addition, Kubernetes does not perform “storing license information for a
4 computing cluster in a memory module associated with a computing node, wherein the licensing
5 information includes a bundle-type parameter that identifies a size of the cluster and at least one
6 additional bundle-type characteristic of the cluster, and one or more node license parameters that
7 identifies a characteristic of a computing node” and/or “activating the computing cluster when the
8 computing cluster includes a number of nodes that complies with the bundle-type parameter.”

9 175. And nothing in standard kube-adm / control plane enforces activation by
10 node-count license.

11 176. Starbucks seeks a declaratory judgment that it does not infringe Claim 1 of the '416
12 Patent.

13 **COUNT XI: DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

14 **US PATENT NO. 8,379,538**

15 177. Starbucks realleges and incorporates by reference the foregoing paragraphs.

16 178. Valtrus accuses “all offerings using Kubernetes” of infringing Claim 7 of the '538
17 Patent. Exhibit B at 5.

18 179. *See* description of K8s, *supra*.

19 180. Claim 7 is a method claim. *See* issues with asserting a method claim against
20 Starbucks, *supra*.

21 181. Claim 7 covers: A method comprising: [a] providing a machine-readable
22 monitoring model that defines configuration of a monitoring environment; [b] responsive to a
23 change occurring in the monitoring environment's configuration, the machine-readable monitoring
24 model updating to reflect the change; and [c] an element of the monitoring environment reading
25 the model and autonomously adapting its operation to the changed configuration.

26 182. The claim requires a “model” that updates itself to reflect configuration changes
27 and drives autonomous adaptation. Kubernetes does not inherently provide a self-updating
28 monitoring model.

1 183. Any such model (e.g., using CRDs and operators) would be part of optional,
2 third-party tooling; Valtrus identifies no Starbucks deployment that matches steps [a]-[c].

3 184. K8s does not perform “responsive to a change occurring in said monitoring
4 environment’s configuration, said machine-readable monitoring model updating to reflect said
5 change” and/or “an element of said monitoring environment reading said machine-readable model
6 and autonomously adapting its operation to the changed configuration.”

7 185. Autonomous adaptation by monitoring elements (agents) would be the agents’ acts,
8 not Starbucks acts, absent direction/control evidence.

9 186. Starbucks seeks a declaratory judgment that it does not infringe Claim 7 of the ’538
10 Patent.

11 **COUNT XII: DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

12 **US PATENT NO. 8,965,843**

13 187. Starbucks realleges and incorporates by reference the foregoing paragraphs.

14 188. Valtrus accuses “all offerings using Apache Cassandra” of infringing Claim 1 of
15 the ’843 Patent. Exhibit B at 5.

16 189. Claim 1 is a method claim. *See* issues with asserting a method claim against
17 Starbucks, *supra*.

18 190. Apache Cassandra is an open-source, NoSQL distributed database designed for
19 handling large volumes of data with high availability and fault tolerance. It features a partitioned
20 row store architecture with a flexible schema, enabling horizontal scalability across multiple
21 machines. Cassandra uses the Cassandra Query Language (CQL), a SQL-like language for data
22 interaction.

23 191. Claim 1 covers: A method of updating data at one or more nodes comprising:
24 [a] determining a node to which a data update is to be transmitted, wherein the node has a node
25 priority; [b] determining a version of data to be provided to the determined node based on a
26 comparison of the version of data at the determined node with another node having a higher node
27 priority; and [c] transmitting the determined version of data to the node.
28

1 192. Cassandra's replication/repair does not hinge on "node priority" comparisons;
2 versioning/consistency derive from timestamps/repairs across replicas, not priority-ordered nodes.

3 193. Limitation [b] requires explicitly comparing versions with a "higher-priority" node
4 to choose what to send. That is not how Cassandra works.

5 194. Valtrus identifies no Starbucks configuration introducing node-priority semantics
6 into Cassandra replication.

7 195. Replication actions occur within database internals possibly on provider-managed
8 nodes; no attribution to Starbucks is shown.

9 196. Starbucks seeks a declaratory judgment that it does not infringe Claim 1 of the '843
10 Patent.

11 **COUNT XIII: DECLARATORY JUDGMENT OF INVALIDITY**

12 **US PATENT NO. 6,889,244**

13 197. Starbucks realleges and incorporates by reference the foregoing paragraphs.

14 198. Claim 1 of the '244 Patent is invalid as drawn to patent ineligible subject matter
15 pursuant to 35 U.S.C. § 101.

16 199. Claim 1 of the '244 Patent covers: A method of transmitting messages between a
17 first node and a second node, wherein the first and second nodes are each coupled to a fault
18 tolerant storage system (FTSS), the method comprising: [a] transmitting a message from the first
19 node to a communication agent in the FTSS; [b] storing the message in a data structure in highly
20 reliable fault-tolerant storage media of the FTSS; [c] processing the message at the FTSS in
21 accordance with a messaging paradigm; and [d] transmitting the message from the FTSS to the
22 second node.

23 200. Claim 1 of the '244 Patent is directed to the abstract idea of transmitting,
24 processing, and storing messages.

25 201. The '244 Patent did not invent any fault tolerant storage system or any other highly
26 reliable storage media. '244 Patent at 4:28-48 (describing preexisting fault tolerant storage
27 systems).

28 202. At Alice step 2, there is no inventive step to save Claim 1.

1 203. Claim 1 of the '244 Patent does not recite any data structure improvements to any
2 preexisting fault-tolerant storage system. Claim 1 of the '244 Patent is result-focused and
3 functional in nature.

4 204. Claim 1 of the '244 Patent contains no inventive concept or technical improvement,
5 either in any individual claim step or in the combination of claim steps.

6 205. Starbucks seeks a declaratory judgment that Asserted Claim 1 is invalid under
7 Section 101.

8 **COUNT XIV: DECLARATORY JUDGMENT OF INVALIDITY**

9 **US PATENT NO. 7,120,832**

10 206. Starbucks realleges and incorporates by reference the foregoing paragraphs.

11 207. Claim 25 of the '832 Patent is invalid as drawn to patent ineligible subject matter
12 pursuant to 35 U.S.C. § 101.

13 208. Claim 25 of the '832 Patent covers: A method for monitoring performance of a
14 storage device, comprising: [a] intercepting communications between a computer system and said
15 storage device; [b] analyzing said intercepted communications; and [c] reallocating at least some
16 of said data on said storage device to enhance the performance of said storage device based on
17 said analyzed communications.

18 209. Claim 25 of the '832 Patent is directed to the abstract idea of altering a storage
19 system based on analyzed information.

20 210. At Alice step 2, there is no inventive step to save Claim 25.

21 211. Claim 25 of the '832 Patent does not recite any technical improvements to any
22 storage device. Claim 25 of the '832 Patent is result-focused and functional in nature. Claim 25 of
23 the '832 Patent merely recites generic computer functions of collecting, processing, and storing
24 data without reciting any specific technological means for performing those functions.

25 212. Claim 25 of the '832 Patent contains no inventive concept or technical
26 improvement, either in any individual claim step or in the combination of claim steps.

27 213. Starbucks seeks a declaratory judgment that Asserted Claim 25 is invalid under
28 Section 101.

1 **COUNT XV: DECLARATORY JUDGMENT OF INVALIDITY**

2 **US PATENT NO. 7,251,588**

3 214. Starbucks realleges and incorporates by reference the foregoing paragraphs.

4 215. Claim 13 of the '588 Patent is invalid as drawn to patent ineligible subject matter
5 pursuant to 35 U.S.C. § 101.

6 216. Claim 13 of the '588 Patent covers: A method comprising: [a] storing metric
7 definitions for at least one monitored component in a machine-readable format to a data storage
8 device; [b] a monitoring tool accessing the machine-readable metric definitions to determine the
9 metric definitions used in monitoring data collected for the at least one monitored component;
10 [c] the monitoring tool accessing said monitoring data collected for the at least one monitored
11 component; and [d] the monitoring tool processing the monitoring data based at least in part on the
12 corresponding metric definitions.

13 217. Claim 13 of the '588 Patent is directed to the abstract idea of using rules to process
14 collected monitoring data.

15 218. At Alice step 2, there is no inventive step to save Claim 13.

16 219. Claim 13 of the '588 Patent merely recites generic computer functions of storing,
17 collecting, and processing data without reciting any specific technological means for performing
18 those functions.

19 220. Claim 13 of the '588 Patent does not recite any improvements to how computers
20 store or process data.

21 221. Claim 13 of the '588 Patent contains no inventive concept or technical
22 improvement, either in any individual claim step or in the combination of claim steps.

23 222. Starbucks seeks a declaratory judgment that Asserted Claim 13 is invalid under
24 Section 101.

25 **COUNT XVI: DECLARATORY JUDGMENT OF INVALIDITY**

26 **US PATENT NO. 7,376,953**

27 223. Starbucks realleges and incorporates by reference the foregoing paragraphs.
28

1 224. Claim 1 of the '953 Patent is invalid as drawn to patent ineligible subject matter
2 pursuant to 35 U.S.C. § 101.

3 225. Claim 1 of the '953 Patent covers: A method for routing a transaction to a front-end
4 server, comprising: [a] identifying at least one attribute-based category for said transaction;
5 [b] attempting to identify at least one of a plurality of front-end servers to process said transaction
6 based at least in part on said identified attribute-based category and at least in part on said
7 front-end servers being assigned to execute transactions corresponding to said attribute-based
8 category; [c] when at least one of the front-end servers is identified, routing said transaction to one
9 of said at least one identified front-end server; [d] when no front-end server is identified, routing
10 said transaction to a default one of the front-end servers; [e] determining whether the transaction is
11 associated with a new attribute-based category, and if so, assigning the new category to one of the
12 front-end servers; wherein identifying said at least one front-end server comprises comparing said
13 attribute-based category for said transaction to assigned attribute-based categories for said
14 plurality of front-end servers.

15 226. Claim 1 of the '953 Patent is directed to the abstract idea of classifying a
16 transaction and determining an appropriate processor based on the transaction class.

17 227. At Alice step 2, there is no inventive step to save Claim 1.

18 228. Claim 1 of the '953 Patent merely recites generic computer functions of
19 transmitting data, labeling data, and storing data, without reciting any specific technological
20 means for performing those functions.

21 229. Claim 1 of the '953 Patent does not recite any improvements to transaction
22 execution.

23 230. Claim 1 of the '953 Patent contains no inventive concept or technical improvement,
24 either in any individual claim step or in the combination of claim steps.

25 231. Starbucks seeks a declaratory judgment that Asserted Claim 1 is invalid under
26 Section 101.

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1 **COUNT XVII: DECLARATORY JUDGMENT OF INVALIDITY**

2 **US PATENT NO. 7,640,332**

3 232. Starbucks realleges and incorporates by reference the foregoing paragraphs.

4 233. Claim 1 of the '332 Patent is invalid as drawn to patent ineligible subject matter
5 pursuant to 35 U.S.C. § 101.

6 234. Claim 1 of the '332 Patent covers: A method for hot deployment and/or
7 redeployment in grid computing environment, wherein the grid computing environment includes
8 one or more grid nodes, comprising: [a] adding a new version of an application release bundle in a
9 repository server; [b] determining by a discovery services module which of the one or more grid
10 nodes are running an application associated with the added new version of the application release
11 bundle upon adding the new version of the application release bundle in the repository server;
12 [c] notifying a client application manager associated with one or more of the determined grid
13 nodes about adding the new version of the application release bundle along with a type of data
14 transfer protocol to use; and [d] hot deploying/redeploying the new version of the application
15 release bundle on running one or more application servers in an associated grid node using an
16 appropriate hot deployment plug-in based on the data transfer protocol by a respective one of the
17 client application managers.

18 235. Claim 1 of the '332 Patent is directed to the abstract idea of determining that a
19 deployed workflow has a new version available and releasing the new version.

20 236. At Alice step 2, there is no inventive step to save Claim 1.

21 237. Claim 1 of the '332 Patent merely recites generic computer functions of obtaining
22 information and transmitting messages and other data, without reciting any specific technological
23 means for performing those functions.

24 238. Claim 1 of the '332 Patent does not recite any improvements to applications or
25 server storage thereof.

26 239. Claim 1 of the '332 Patent contains no inventive concept or technical improvement,
27 either in any individual claim step or in the combination of claim steps.
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1 240. Starbucks seeks a declaratory judgment that Asserted Claim 1 is invalid under
2 Section 101.

3 **COUNT XVIII: DECLARATORY JUDGMENT OF INVALIDITY**

4 **US PATENT NO. 7,730,218**

5 241. Starbucks realleges and incorporates by reference the foregoing paragraphs.

6 242. Claim 1 of the '218 Patent is invalid as drawn to patent ineligible subject matter
7 pursuant to 35 U.S.C. § 101.

8 243. Claim 1 of the '218 Patent covers: A method for connecting a target computer
9 system in a networked computer environment to a target network-attached-storage object,
10 comprising: [a] providing a master-agent executable that continuously executes on a computer
11 system; [b] constructing, by the master agent, an executable code block that, when executed on the
12 target computer system, connects the target computer system to the target
13 network-attached-storage object; and [c] forwarding, by the master agent, the executable code
14 block to the target computer system for execution on the target computer system.

15 244. Claim 1 of the '218 Patent is directed to the abstract idea of connecting two
16 computer systems using executable code.

17 245. At Alice step 2, there is no inventive step to save Claim 1.

18 246. Claim 1 of the '218 Patent merely recites generic computer functions of executing
19 code, storing code, and establishing connections between two computers, without reciting any
20 specific technological means for performing those functions.

21 247. Claim 1 of the '218 Patent does not recite any improvements to storage systems,
22 networked computers, or executable code.

23 248. Claim 1 of the '218 Patent contains no inventive concept or technical improvement,
24 either in any individual claim step or in the combination of claim steps.

25 249. Starbucks seeks a declaratory judgment that Asserted Claim 1 is invalid under
26 Section 101.

1 **COUNT XIV: DECLARATORY JUDGMENT OF INVALIDITY**

2 **US PATENT NO. 7,904,686**

3 250. Starbucks realleges and incorporates by reference the foregoing paragraphs.

4 251. Claim 1 of the '686 Patent is invalid as drawn to patent ineligible subject matter
5 pursuant to 35 U.S.C. § 101.

6 252. Claim 1 of the '686 Patent covers: A method of providing data security for use with
7 a file system, comprising: [a] applying a mapping function to data block numbers associated with
8 a file, where the data block numbers are contained in an index node (inode) associated with the
9 file; and [b] obtaining mapped data block numbers after applying the mapping function, wherein
10 the mapped data block numbers are addresses of data of the file in a storage device.

11 253. Claim 1 of the '686 Patent is directed to the abstract idea of mapping numbers to
12 file addresses in a storage device using a function.

13 254. At Alice step 2, there is no inventive step to save Claim 1.

14 255. Claim 1 of the '686 Patent merely recites generic computer functions of associating
15 data in an index, performing mathematical equations, and storing information in a storage device,
16 without reciting any specific technological means for performing those functions.

17 256. Claim 1 of the '686 Patent does not recite any improvements to data storage.

18 257. Claim 1 of the '686 Patent contains no inventive concept or technical improvement,
19 either in any individual claim step or in the combination of claim steps.

20 258. Starbucks seeks a declaratory judgment that Asserted Claim 1 is invalid under
21 Section 101.

22 **COUNT XX: DECLARATORY JUDGMENT OF INVALIDITY**

23 **US PATENT NO. 7,936,738**

24 259. Starbucks realleges and incorporates by reference the foregoing paragraphs.

25 260. Claim 1 of the '738 Patent is invalid as drawn to patent ineligible subject matter
26 pursuant to 35 U.S.C. § 101.

27 261. Claim 1 of the '738 Patent covers: A method of storing context information in an
28 outgoing message sent from a node using a protocol stack with layers, comprising: [a] providing

1 the outgoing message from an application to a layer of the protocol stack; [b] selectively
2 indicating to the layer that context information is to be obtained for that layer; [c] obtaining
3 context information in accordance with the indication; and [d] adding the obtained context
4 information to the outgoing message such that a response, received from the destination node, to
5 the outgoing message contains the obtained context information.

6 262. Claim 1 of the '738 Patent is directed to the abstract idea of affixing received
7 information to an outgoing message and causing a response to be received from the message's
8 recipient.

9 263. At Alice step 2, there is no inventive step to save Claim 1.

10 264. Claim 1 of the '738 Patent merely recites generic computer functions of
11 transmitting messages, processing and storing data, and obtaining information, without reciting
12 any specific technological means for performing those functions.

13 265. Claim 1 of the '738 Patent does not recite any improvements to message
14 transmission or to any protocol stack operation.

15 266. Claim 1 of the '738 Patent contains no inventive concept or technical improvement,
16 either in any individual claim step or in the combination of claim steps.

17 267. Starbucks seeks a declaratory judgment that Asserted Claim 1 is invalid under
18 Section 101.

19 **COUNT XXI: DECLARATORY JUDGMENT OF INVALIDITY**

20 **US PATENT NO. 8,370,416**

21 268. Starbucks realleges and incorporates by reference the foregoing paragraphs.

22 269. Claim 1 of the '416 Patent is invalid as drawn to patent ineligible subject matter
23 pursuant to 35 U.S.C. § 101.

24 270. Claim 1 of the '416 Patent covers: A method of creating a clustered computing
25 system, comprising: [a] storing license information for a computing cluster in a memory module
26 associated with a computing node, wherein the licensing information includes a bundle-type
27 parameter that identifies a size of the cluster and at least one additional bundle-type characteristic
28 of the cluster, and one or more node license parameters that identifies a characteristic of a

1 computing node; [b] initializing the computing cluster in a first computing node; [c] adding one or
2 more available computing nodes to the computing cluster; and [d] activating the computing cluster
3 when the computing cluster includes a number of nodes that complies with the bundle-type
4 parameter.

5 271. Claim 1 of the '416 Patent is directed to the abstract idea of activating a computing
6 cluster based on pre-determined trigger criteria.

7 272. At Alice step 2, there is no inventive step to save Claim 1.

8 273. Claim 1 of the '416 Patent merely recites generic computer functions of using rules
9 to control system behavior and activating computing clusters without reciting any specific
10 technological means for performing those functions.

11 274. Claim 1 of the '416 Patent does not recite any improvements to computing cluster
12 technology or computing nodes.

13 275. Claim 1 of the '416 Patent contains no inventive concept or technical improvement,
14 either in any individual claim step or in the combination of claim steps.

15 276. Starbucks seeks a declaratory judgment that Asserted Claim 1 is invalid under
16 Section 101.

17 **COUNT XXII: DECLARATORY JUDGMENT OF INVALIDITY**

18 **US PATENT NO. 8,379,538**

19 277. Starbucks realleges and incorporates by reference the foregoing paragraphs.

20 278. Claim 7 of the '538 Patent is invalid as drawn to patent ineligible subject matter
21 pursuant to 35 U.S.C. § 101.

22 279. Claim 7 of the '538 Patent covers: A method comprising: [a] providing a
23 machine-readable monitoring model that defines configuration of a monitoring environment;
24 [b] responsive to a change occurring in the monitoring environment's configuration, the
25 machine-readable monitoring model updating to reflect the change; and [c] an element of the
26 monitoring environment reading the model and autonomously adapting its operation to the
27 changed configuration.
28

1 280. Claim 7 of the '538 Patent is directed to the abstract idea of updating a model based
2 on received change information about the model's environment.

3 281. At Alice step 2, there is no inventive step to save Claim 7.

4 282. Claim 7 of the '538 Patent merely recites generic computer functions of updating a
5 system to reflect a change, without reciting any specific technological means for performing those
6 functions. Claim 7 of the '538 Patent recites abstract, undefined components performing generic
7 computer functions at a high level.

8 283. Claim 7 of the '538 Patent does not recite any improvements to any monitoring
9 system or model, instead reciting an automatic update based on a detected change.

10 284. Claim 7 of the '538 Patent contains no inventive concept or technical improvement,
11 either in any individual claim step or in the combination of claim steps.

12 285. Starbucks seeks a declaratory judgment that Asserted Claim 7 is invalid under
13 Section 101.

14 **COUNT XXIII: DECLARATORY JUDGMENT OF INVALIDITY**

15 **US PATENT NO. 8,965,843**

16 286. Starbucks realleges and incorporates by reference the foregoing paragraphs.

17 287. Claim 1 of the '843 Patent is invalid as drawn to patent ineligible subject matter
18 pursuant to 35 U.S.C. § 101.

19 288. Claim 1 of the '843 Patent covers: A method of updating data at one or more nodes
20 comprising: [a] determining a node to which a data update is to be transmitted, wherein the node
21 has a node priority; [b] determining a version of data to be provided to the determined node based
22 on a comparison of the version of data at the determined node with another node having a higher
23 node priority; and [c] transmitting the determined version of data to the node.

24 289. Claim 1 of the '843 Patent is directed to the abstract idea of sharing updated data
25 among multiple data storage locations.

26 290. At Alice step 2, there is no inventive step to save Claim 1.

291. Claim 1 of the '843 Patent merely recites generic computer functions of transmitting data, storing data, and comparing data, without reciting any specific technological means for performing those functions.

292. Claim 1 of the '843 Patent does not recite any improvements to data storage technologies or to any data transmission technologies.

293. Claim 1 of the '843 Patent contains no inventive concept or technical improvement, either in any individual claim step or in the combination of claim steps.

294. Starbucks seeks a declaratory judgment that Asserted Claim 1 is invalid under Section 101.

IV. PRAYER FOR RELIEF

1. A declaration that Defendants' February 4, 2025 Demand Letter and related conduct constitute a bad-faith assertion of patent infringement under RCW 19.350;
2. A permanent injunction enjoining Defendants, and those acting in concert with them, from making further bad-faith assertions of patent infringement against Starbucks;
3. Actual damages proximately caused by Defendants' conduct, including investigation and response costs, with trebling as permitted under RCW 19.86.090 (subject to the statutory cap);
4. An award of reasonable attorneys' fees and costs under RCW 19.86.090 and Section 285;
5. Findings that the Asserted Claims are invalid and not infringed.
6. Pre- and post-judgment interest as allowed by law; and
7. Any further relief the Court deems just and proper.

V. JURY DEMAND

Starbucks demands a trial by jury on all issues so triable.

1 Dated: September 25, 2025

Respectfully submitted,

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