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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)**

FIVE9, INC.,

Plaintiff,

Case No. 3:26-cv-8048

v.

**COMPLAINT FOR
DECLARATORY JUDGMENT**

ARLINGTON TECHNOLOGIES LLC,

JURY TRIAL DEMANDED

Defendant.

Plaintiff Five9, Inc. (“Five9”) files this Complaint for Declaratory Judgment of Non-Infringement against Defendant Arlington Technologies LLC (“Arlington” or “Defendant”), and in support of its Complaint alleges as follows:

NATURE OF THE ACTION

1. This action against Arlington for declaratory judgment of non-infringement of US Patent Nos. 7,711,101 (the “’101 Patent”), 9,715,492 (the “’492 Patent”), 9,432,517 (the “’517 Patent”), 8,379,819 (the “’819 Patent”), and 7,327,834 (the “’834 Patent”) (collectively, “Patents-in-Suit”) is pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201–2202, and arises under the patent laws of the United States, Title 35 of the United States Code.

2. Five9 seeks a declaration that it and its products do not infringe any claim of the Patents-in-Suit under the patent laws of the United States, 35 U.S.C. § 1 *et seq.* Five9 also seeks

1 any other remedy or relief that this Court deems just and proper.

2 3. On information and belief, Arlington is the sole and exclusive owner of all right,
3 title, and interest in the Patents-in-Suit.

4 4. Arlington has asserted its patent portfolio, including several of the Patents-in-Suit,
5 against other technology companies (“the Prior Defendants”). *Arlington Technologies LLC v. Lark*
6 *Technologies Pte. Ltd.* 2:26-cv-00396 (E.D. Tex. 2026) (asserting the ‘819 and ‘517 Patents);
7 *Arlington Technologies LLC v. RingCentral, Inc.* 1:25-cv-00613 (D. Del. 2025) (asserting the ‘517
8 Patent). These lawsuits against the Prior Defendants are collectively referred to herein as “the Prior
9 Actions.”

10 5. The Prior Actions over the Patents-in-Suit alleged infringement by Five9 devices,
11 among others. Arlington’s enforcement activities—including lawsuits against the Prior Defendants
12 in which Arlington asserts the Patents-in-Suit, lawsuits in which Arlington asserts its broader patent
13 portfolio, and allegations of infringement and overt threat of litigation against Five9—place a cloud
14 over Five9’s products and services that create an immediate and real controversy regarding Five9’s
15 rights.

16 6. Arlington’s recent contacts to Five9 maintaining its allegations that Five9 infringes
17 the Patents-in-Suit and threatening litigation, notwithstanding Five9’s explanations why it does not,
18 continue to place a cloud over Five9’s products so as to create an immediate and real controversy.

19 7. Five9 denies that any of its products or services infringe any claim of the Patents-
20 in-Suit. Five9 thus brings this action to resolve the parties’ dispute and obtain a declaration of non-
21 infringement to remove the uncertainty caused by Arlington’s enforcement campaign.

22 **FACTUAL BACKGROUND**

23 8. On August 18, 2025 Arlington directed communications to Five9 over licensing
24 Arlington’s patent portfolio. Arlington in particular engaged Five9 in efforts to license the five
25 Patents-in-Suit. Arlington and Five9 maintained numerous communications throughout 2025 and
26 2026.

27 9. On September 9, 2025, Arlington directed communications to Five9 asserting that
28 Five9 infringes on the five Patents-in-Suit. Following this communication, Five9 and Arlington

1 exchanged several emails and held numerous meetings to discuss Arlington's allegations of
2 infringement during which Five9 explained why it was not liable for infringement of the Patents-
3 in-Suit.

4 10. On July 9, 2026, Arlington directed communications to Five9 reasserting its belief
5 that Five9 infringes the Patents-in-Suit, and indicating that Arlington would soon pursue litigation
6 against Five9, absent a license agreement for the Patents-in-Suit, noting it had settled two pending
7 litigations and was ready to move Five9 into its "litigation queue." Specifically, Arlington stated:

8 As you may have seen, Arlington entered motions to stay pending settlement in both of its ongoing cases
9 (*Arlington Technologies LLC v. RingCentral, Inc.* DDE-1-25-cv-00613 and *Arlington Technologies LLC v. Lark*
10 *Technologies Pte. Ltd.* EDTX-2-26-cv-00396). In addition to those settlements, Arlington has also recently
licensed several companies in the communications industry and is now in the process of reviewing ongoing
discussions in light of these new licensees.

11 We need to make progress towards resolving this matter in order to keep Five9 out of the litigation queue. Have
12 you had a chance to talk about next steps on this matter with your team?

13 11. Following this contact, Five9 engaged in further discussions over Arlington's claims
14 and attempts to license the Patents-in-Suit to Five9.

15 12. On July 15, 2026, at Arlington's request, Five9 detailed in writing why its products
16 did not infringe any valid claim of the Patents-in-Suit. On August 3, 2026, the parties spoke again
17 by videoconference. During the August 3, 2026 call, Arlington maintained its assertions that Five9
18 infringes valid claims of the Patents-in-Suit and maintained its original demand that Five9 license
19 the Patents-in-Suit or face litigation. Arlington noted that Five9's explanations did not "move the
20 needle" from Arlington's original position, again threatened litigation on the Patents-in-Suit, and
21 emphasized the "urgency" of the matter.

22 13. Given Arlington's lawsuits against the Prior Defendants in the Prior Actions,
23 Arlington's recent threats of further pursuing an infringement action against Five9 for allegedly
24 infringing the Patents-in-Suit, and Arlington's business practice of suing companies that do not
25 agree to Arlington's terms for a patent license, there exists a substantial controversy between Five9
26 and Arlington that involves adverse legal interests and is of sufficient immediacy and reality.

27 14. Arlington's actions place a cloud of uncertainty on the commercial use of Five9's
28 products; threaten Five9's business and relationships with its customers and partners; and create a

1 justiciable controversy between Five9 and Arlington. Five9 thus brings this action to obtain a
2 declaratory judgment that Five9 does not infringe any claim of the Patents-in-Suit, directly or
3 indirectly, literally, or under the doctrine of equivalents.

4 **PARTIES**

5 15. Five9, Inc. is a limited liability company organized and existing under the laws of
6 the state of Delaware, with its principal place of business at 3001 Bishop Drive, Suite 350, San
7 Ramon, California.

8 16. Arlington Technologies LLC is a limited liability company organized and existing
9 under the laws of Texas, with its principal place of business at 200 Crescent Court, Suite 1550,
10 Dallas, TX 75201.

11 **JURISDICTION AND VENUE**

12 17. This action arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 *et*
13 *seq.*, and under the patent laws of the United States, Title 35 of the United States Code.

14 18. The Court has subject matter jurisdiction over the claims alleged in this action under
15 28 U.S.C. §§ 1331, 1338(a), and 2201(a), because this action involves claims arising under the
16 patent laws of the United States, 35 U.S.C. § 1 *et seq.* Jurisdiction is also proper under 8 U.S.C. §
17 1332 because Five9 and Arlington are citizens of different states and the value of the controversy
18 exceeds \$75,000.00.

19 19. This Court can provide the declaratory relief sought because an actual case and
20 controversy exists between the parties within the scope of this Court's jurisdiction pursuant to 28
21 U.S.C. § 2201. An actual case and controversy exists at least because Five9 does not infringe and
22 has not infringed any claims of the Patents-in-Suit, and Arlington has made demands and
23 accusations that Five9 infringes the Patents-in-Suit.

24 20. A substantial part of the research and development of the Five9 products and
25 services accused of infringement of the Patents-in-Suit in the Prior Actions as well as the business
26 operations occurred in this District, where Five9 is headquartered.

27 21. This Court has personal jurisdiction over Arlington because Arlington has engaged
28 in actions in the Northern District of California that have established sufficient minimum contacts.

1 Further, the exercise of personal jurisdiction based on Arlington's contacts does not offend
2 traditional notions of fairness and substantial justice. For example, from 2025 through 2026,
3 Arlington engaged in efforts to license its patent portfolio directed to Five9 and negotiations
4 relating to it. At all times during these communications and negotiations Five9's headquarters were
5 located in the Northern District of California and Arlington directed its efforts and communications
6 to Five9 representatives in this District. Arlington thus purposefully directed its commercial,
7 licensing, and enforcement activities surrounding its patent portfolio, including the Patents-in-Suit,
8 at California, thereby subjecting itself to personal jurisdiction in this District.

9 22. For the reasons stated herein, Arlington has created a real, live, immediate, and
10 justiciable case or controversy between them and Five9 with regard to alleged infringement of the
11 claims in the Patents-in-Suit.

12 23. Venue in this District is proper under 28 U.S.C. §§ 1391(b) and (c) at least because
13 Arlington is subject to personal jurisdiction in this District, and a substantial part of the events or
14 omissions giving rise to the claims occurred in this District.

15 24. An actual and justiciable controversy exists under 28 U.S.C. §§ 2201–2202 between
16 Five9 and Arlington as to whether the claims in the Patents-in-Suit are infringed by Five9.

17 **INTRADISTRICT ASSIGNMENT**

18 25. Pursuant to Civil L.R. 3-2(c) and 3-5(b), this is an Intellectual Property Rights
19 Action subject to assignment on a district-wide basis.

20 **COUNT I:**

21 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '101 PATENT**

22 26. Five9 repeats and realleges the preceding Paragraphs of this Complaint as if fully
23 set forth herein.

24 27. On information and belief, Arlington owns the '101 Patent and maintains significant
25 rights over it. (Ex. 1).

26 28. Five9 denies that it infringes any valid and enforceable claim of the '101 Patent.
27 Five9 does not directly or indirectly infringe, either literally or under the Doctrine of Equivalents,
28 any claim of the '101 Patent because Five9 does not practice or include at least one limitation of

1 each claim (e.g., “receiving a first call set-up message for a first voice telephone call that has been
2 forwarded from a first originally-called telephone number”).

3 29. Five9 has not, and does not, infringe any claims of the ’101 Patent either directly,
4 contributorily, or by inducement, literally or under the doctrine of equivalents. Five9 does not
5 induce infringement of any claims of the ’101 Patent for at least the reasons stated above with
6 respect to no underlying direct infringement of the claims of the ’101 Patent. Five9 does not
7 contributorily infringe any claims of the ’101 Patent for at least the reasons stated above with
8 respect to no underlying direct infringement of the claims of the ’101 Patent.

9 30. A substantial, immediate, and real controversy exists between Five9 and Arlington
10 regarding whether Five9 infringes the ’101 Patent. Absent a declaration that Five9 does not infringe
11 the ’101 Patent, Arlington will continue to wrongfully maintain that Five9 infringes the ’101 Patent,
12 thereby causing irreparable harm and injury. A judicial declaration is thus appropriate and
13 necessary to determine the parties’ respective rights regarding the ’101 Patent.

14 31. Five9 seeks a judgment declaring that Five9 does not directly or indirectly infringe
15 the ’101 Patent.

16 **COUNT II:**

17 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE ’492 PATENT**

18 32. Five9 repeats and realleges the preceding Paragraphs of this Complaint as if fully
19 set forth herein.

20 33. On information and belief, Arlington owns the ’492 Patent and maintains significant
21 rights over it. (Ex. 2).

22 34. Five9 denies that it infringes any claim of the ’492 Patent. Five9 does not directly
23 or indirectly infringe, either literally or under the Doctrine of Equivalents, any claim of the ’492
24 Patent because Five9 does not practice or include at least one limitation of each claim (e.g.,
25 “selecting, by a processor, a message”).

26 35. Five9 has not, and does not, infringe any claims of the ’492 patent either directly,
27 contributorily, or by inducement, literally or under the doctrine of equivalents. Five9 does not
28 induce infringement of any claims of the ’492 Patent for at least the reasons stated above with

1 respect to no underlying direct infringement of the claims of the '492 Patent. Five9 does not
2 contributorily infringe any claims of the '492 Patent for at least the reasons stated above with
3 respect to no underlying direct infringement of the claims of the '492 Patent.

4 36. A substantial, immediate, and real controversy exists between Five9 and Arlington
5 regarding whether Five9 infringes the '492 Patent. Absent a declaration that Five9 does not infringe
6 the '492 Patent, Arlington will continue to wrongfully maintain that Five9 infringes the '492 Patent,
7 thereby causing irreparable harm and injury. A judicial declaration is thus appropriate and
8 necessary to determine the parties' respective rights regarding the '492 Patent.

9 37. Five9 seeks a judgment declaring that Five9 does not directly or indirectly infringe
10 the '492 Patent.

11 **COUNT III:**

12 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '517 PATENT**

13 38. Five9 repeats and realleges the preceding Paragraphs of this Complaint as if fully
14 set forth herein.

15 39. On information and belief, Arlington owns the '517 Patent and maintains significant
16 rights over it. (Ex. 3).

17 40. Five9 denies that it infringes any claim of the '517 Patent. Five9 does not directly
18 or indirectly infringe, either literally or under the Doctrine of Equivalents, any claim of the '517
19 Patent because Five9 does not practice or include at least one limitation of each claim (e.g.,
20 "generating, by the processor, at least one action item associated with at least one of the plurality
21 of participants in response to detecting the predefined audio trigger").

22 41. Five9 has not, and does not, infringe any claims of the '517 Patent either directly,
23 contributorily, or by inducement, literally or under the doctrine of equivalents. Five9 does not
24 induce infringement of any claims of the '517 Patent for at least the reasons stated above with
25 respect to no underlying direct infringement of the claims of the '517 Patent. Five9 does not
26 contributorily infringe any claims of the '517 Patent for at least the reasons stated above with
27 respect to no underlying direct infringement of the claims of the '517 Patent.

28 42. A substantial, immediate, and real controversy exists between Five9 and Arlington

1 regarding whether Five9 infringes the '517 Patent. Absent a declaration that Five9 does not infringe
2 the '517 Patent, Arlington will continue to wrongfully maintain that Five9 infringes the '517 Patent,
3 thereby causing irreparable harm and injury. A judicial declaration is thus appropriate and
4 necessary to determine the parties' respective rights regarding the '517 Patent.

5 43. Five9 seeks a judgment declaring that Five9 does not directly or indirectly infringe
6 the '517 Patent.

7 **COUNT IV:**

8 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '819 PATENT**

9 44. Five9 repeats and realleges the preceding Paragraphs of this Complaint as if fully
10 set forth herein.

11 45. On information and belief, Arlington owns the '819 Patent and maintains significant
12 rights over it. (Ex. 4).

13 46. Five9 denies that it infringes any valid and enforceable claim of the '819 Patent.
14 Five9 does not directly or indirectly infringe, either literally or under the Doctrine of Equivalents,
15 any claim of the '819 Patent because Five9 does not practice or include at least one limitation of
16 each claim (e.g., "receiving, during the recording of said telephony session or during a playback of
17 said recording, an indication including parameters which identify a discrete segment of the
18 recording as being of interest").

19 47. Five9 has not, and does not, infringe any claims of the '819 Patent either directly,
20 contributorily, or by inducement, literally or under the doctrine of equivalents. Five9 does not
21 induce infringement of any claims of the '819 Patent for at least the reasons stated above with
22 respect to no underlying direct infringement of the claims of the '819 Patent. Five9 does not
23 contributorily infringe any claims of the '819 Patent for at least the reasons stated above with
24 respect to no underlying direct infringement of the claims of the '819 Patent.

25 48. A substantial, immediate, and real controversy exists between Five9 and Arlington
26 regarding whether Five9 infringes the '819 Patent. Absent a declaration that Five9 does not infringe
27 the '819 Patent, Arlington will continue to wrongfully maintain that Five9 infringes the '819 Patent,
28 thereby causing irreparable harm and injury. A judicial declaration is thus appropriate and

1 necessary to determine the parties' respective rights regarding the '819 Patent.

2 49. Five9 seeks a judgment declaring that Five9 does not directly or indirectly infringe
3 the '819 Patent.

4 **COUNT V:**

5 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '834 PATENT**

6 50. Five9 repeats and realleges the preceding Paragraphs of this Complaint as if fully
7 set forth herein.

8 51. On information and belief, Arlington owns the '834 Patent and maintains significant
9 rights over it. (Ex. 5).

10 52. Five9 denies that it infringes any claim of the '834 Patent. Five9 does not directly
11 or indirectly infringe, either literally or under the Doctrine of Equivalents, any claim of the '834
12 Patent because Five9 does not practice or include at least one limitation of each claim (e.g.,
13 "defining an intended recipient for the event reminder message").

14 53. Five9 has not, and does not, infringe any claims of the '834 Patent either directly,
15 contributorily, or by inducement, literally or under the doctrine of equivalents. Five9 does not
16 induce infringement of any claims of the '834 Patent for at least the reasons stated above with
17 respect to no underlying direct infringement of the claims of the '834 Patent. Five9 does not
18 contributorily infringe any claims of the '834 Patent for at least the reasons stated above with
19 respect to no underlying direct infringement of the claims of the '834 Patent.

20 54. A substantial, immediate, and real controversy exists between Five9 and Arlington
21 regarding whether Five9 infringes the '834 Patent. Absent a declaration that Five9 does not infringe
22 the '834 Patent, Arlington will continue to wrongfully maintain that Five9 infringes the '834 Patent,
23 thereby causing irreparable harm and injury. A judicial declaration is thus appropriate and
24 necessary to determine the parties' respective rights regarding the '834 Patent.

25 55. Five9 seeks a judgment declaring that Five9 does not directly or indirectly infringe
26 the '834 Patent.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Five9 respectfully requests that judgment be entered:

1 A. Declaring that Five9 does not infringe, either directly, contributorily, or by
2 inducement, any valid claim of the Patents-in-Suit;

3 B. Declaring that judgment be entered in favor of Five9 and against Arlington on each
4 of Five9's claims;

5 C. Finding this to be an exceptional case under 35 U.S.C. § 285;

6 D. Awarding Five9 its attorneys' fees and costs incurred in connection with this action;
7 and

8 E. Awarding Five9 any other remedy or relief that the Court deems just and proper.

9 **JURY DEMAND**

10 Five9 hereby demands a trial by jury on all claims and issues so triable.

11
12 Dated: August 3, 2026

JONES DAY

13
14 By: /s/ Michael C. Hendershot

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