

2026-05917 / Court: 281

CAUSE NO. \_\_\_\_\_

**Arigna Technology Limited,**

**Plaintiff,**

**v.**

**Longford Capital Fund III, LP and  
Susman Godfrey L.L.P.,**

**Defendants.**

**IN THE DISTRICT COURT OF**

**HARRIS COUNTY, TEXAS**

**\_\_\_\_\_ JUDICIAL DISTRICT**

**PLAINTIFF ARIGNA TECHNOLOGY LIMITED'S ORIGINAL PETITION**

Plaintiff Arigna Technology Limited ("Arigna") files this Original Petition against Defendants Longford Capital Fund III, LP ("Longford") and Susman Godfrey L.L.P. ("Susman") (Longford and Susman, collectively, "Defendants"), and respectfully shows as follows:

**Discovery Control Plan Level**

1. Pursuant to Texas Rule of Civil Procedure 190.1, Arigna states that it intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.

**Statement Regarding Claims for Relief**

2. Pursuant to Texas Rule of Civil Procedure 47(c), Arigna states that it seeks monetary relief over \$1,000,000 and non-monetary relief.

3. Pursuant to Texas Rule of Civil Procedure 47(b), Arigna states that the damages sought by Arigna are within the jurisdictional limits of the Court.

4. Pursuant to Texas Rule of Civil Procedure 47(d), Arigna demands judgment

for all other relief to which Arigna deems itself entitled.

### **Parties**

5. Arigna is an Irish entity with its principal place of business in Dublin, Ireland. For diversity jurisdiction purposes, Arigna is an alien.

6. Longford is a Delaware limited partnership with its principal place of business at 35 West Wacker Drive, Suite 3700, Chicago, Illinois 60601. Longford has previously represented that the general partner of Longford is Longford Investment Group, LLC, which is a Delaware limited liability company. Longford has also previously indicated that it has 180 beneficial owners and that 3% of Longford is beneficially owned by non-United States persons. Upon information and belief, Longford has approximately 180 limited partners, and at least some of Longford's limited partners are comprised of corporations, limited partnerships or limited liability companies at least one of whom is an alien. Accordingly, for diversity jurisdiction purposes, Longford is an alien. Because both Arigna and Longford are aliens, diversity jurisdiction is not present. Longford may be served with process through its registered agent, Cogency Global, Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904.

7. Susman is a Texas limited liability partnership with its principal place of business at 1000 Louisiana, Suite 5100, Houston, Texas 77002. At least one of Susman's limited partners is a Texas citizen, making Susman a Texas citizen for diversity jurisdiction purposes. Accordingly, this lawsuit is not removable to federal court. Susman may be served with process at 1000 Louisiana, Suite 5100, Houston, Texas 77002, or wherever it may be found.

## **Jurisdiction and Venue**

8. Subject-matter jurisdiction exists over this lawsuit as the claims, subject matter, and amount in controversy are within this Court's jurisdiction. *See, e.g.*, Tex. Gov't Code § 24.007; Tex. Const. Art. V, § 8; Tex. Civ. Prac. & Rem. Code § 171.081; Tex. Civ. Prac. & Rem. Code § 37.003.

9. The Court has personal jurisdiction over Defendants. At a minimum, Susman is a Texas resident and citizen, and on information and belief, at least one of Longford's owners is as well. Defendants have also entered into (in the case of Susman) or sought to enforce (in the case of Longford) one or more contracts having substantial connections with Texas. For example, the contract that Longford relied on in underlying JAMS arbitration to pursue its arbitration against Arigna (i) called for the application of Texas law, (ii) stated that certain disputes "shall be resolved by final and binding arbitration conducted in Houston, Texas, administered by and in accordance with the then-existing JAMS Comprehensive Arbitration Rules and Procedures[,]” and (iii) provided that "the state or federal courts in Houston, Texas, shall be the exclusive venue for any motion to confirm or vacate any arbitration award." Longford also sought to enforce, against Arigna, a contract that Longford entered into with Susman (a Texas resident). *See* Tex. Civ. Prac. & Rem. Code § 17.042(1). As such, Defendants have consented to or are subject to this Court's personal jurisdiction with respect to this petition which, among other things, seeks to vacate the January 28, 2026 Final Decision of the JAMS Arbitration Appeal Panel (the "Final Decision").

10. Venue is proper in this Court, at a minimum because (i) all or a substantial part of the events or omissions giving rise to the petition occurred in Harris County, Texas,

(ii) Susman’s principal office in Texas is in Harris County, and (iii) as noted above, the contract that Longford relied on in the underlying JAMS arbitration to pursue its arbitration against Arigna (a) stated that certain disputes “shall be resolved by final and binding arbitration conducted in Houston, Texas, administered by and in accordance with the then-existing JAMS Comprehensive Arbitration Rules and Procedures” and (b) provided that “the state or federal courts in Houston, Texas, shall be the exclusive venue for any motion to confirm or vacate any arbitration award.” Further, because venue is at a minimum proper as to Susman, venue is also proper as to Longford because Arigna’s claims all arise out of the same transaction, occurrence, or series of transactions or occurrences. *See* Tex. Civ. Prac. & Rem. Code § 15.002(a)(1), (3); Tex. Civ. Prac. & Rem. Code § 15.005; Tex. Civ. Prac. & Rem. Code § 171.096.

### **Facts**

11. Arigna incorporates the foregoing paragraphs by reference as if fully set forth herein.

12. On August 24, 2020, Arigna and Susman entered into an engagement agreement (the “Original Engagement Agreement”) wherein Susman agreed to represent Arigna concerning the enforcement of specific patents owned by Arigna. The Original Engagement Agreement contained a “Dispute Resolution” clause calling for JAMS arbitration in Houston, Texas.

13. On August 25, 2020, Susman and Longford entered into a Funding Agreement (the “Funding Agreement”), which related to the funding of certain Susman fees and costs associated with Arigna’s patent enforcement campaigns.

14. On July 9, 2021, Arigna and Susman entered into an amended engagement

agreement (the “Amended Engagement Agreement”) wherein Susman agreed to represent Arigna concerning the enforcement of additional patent rights owned by Arigna and specified in the Amended Engagement Agreement. The Amended Engagement Agreement was made subject to the “Dispute Resolution” provisions in the Original Engagement Agreement.

15. In late 2023, a dispute arose between Arigna, Susman, and Longford concerning how much Longford was owed in view of a multiparty settlement agreement that Arigna and a number of other parties entered into with a third party who was a defendant in multiple patent infringement lawsuits. More particularly, the dispute involved determining how much of the third party’s settlement payment constituted “Proceeds” under the Amended Engagement Agreement and/or the Funding Agreement. Longford was only entitled to receive a share of the defined term “Proceeds.” Longford claimed entitlement to its share based on the full settlement payment amount, despite the fact that the settlement (and thus, the related settlement payment) involved not only Arigna, but numerous entities and individuals who (i) were not represented by Susman, (ii) were not funded by Longford, and (iii) owned their own patents that were not the subject of the Funding Agreement, the Original Engagement Agreement, or the Amended Engagement Agreement. Arigna and Susman, on the other hand, took the position that Longford’s share had to be calculated based on an amount less than the full settlement payment. After the parties’ dispute arose, Arigna deposited \$5.53 million (the full amount that Arigna received from the settlement payment) into Susman’s escrow account (the “Deposit”), which constituted the maximum amount that Arigna believed that Longford could be entitled to from the settlement

payment.

16. On December 18, 2023, Arigna filed a Complaint seeking declaratory relief concerning a UCC-1 financing statement that Longford filed that purported to perfect a first-priority security interest in certain settlement “Proceeds.” *See Arigna Technology Limited v. Longford Capital Fund, III, LP*, No. 1:23-cv-01441 (D. Del.), ECF No. 1 (the “Delaware Action”).<sup>1</sup>

17. On January 8, 2024, Longford filed a Statement of Claim with JAMS against Arigna and Susman.

18. On June 5, 2024, the Delaware district court granted Longford’s Motion to Compel Arbitration. *See Arigna Technology Limited v. Longford Capital Fund, III, LP*, No. 1:23-cv-01441 (D. Del.), ECF No. 56. The district court found, among other things, that “Defendant [Longford], as a third-party beneficiary to the Engagement Agreement, can enforce the Engagement Agreement’s arbitration provision.” *Id.* at 14. The Court ordered that Longford’s “Motion to Compel Arbitration (D.I. 17) is GRANTED, and this matter

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<sup>1</sup> Arigna filed the Delaware Action in federal court based on diversity jurisdiction because Arigna, at that time, believed that Arigna and Longford were diverse from one another. In the Delaware Action, Longford failed to comply with its Federal Rule of Civil Procedure 7.1 obligation to “identify the citizenship of every individual or entity whose citizenship is attributed to” Longford, as Longford failed to disclose the names and citizenships of its limited partners. Arigna recently came to learn that Longford has numerous limited partners some of whom are aliens like Arigna. Longford, accordingly, is an alien for diversity jurisdiction purposes. Longford’s alien status precluded the Delaware federal court from having diversity jurisdiction in the Delaware Action. Arigna intends to file motions in the Delaware Action asking the Delaware court to (i) unstay the Delaware Action, (ii) dismiss the Delaware Action for lack of subject-matter jurisdiction, (iii) set aside the Delaware court’s order sending the parties’ dispute to arbitration, and (iv) vacate the subsequent JAMS Appellate Panel’s Final Decision and the Arbitrator’s Final Award because the order sending the parties’ dispute to arbitration was void for lack of jurisdiction. If the Delaware court does not grant Arigna this relief, Arigna intends to appeal the Delaware court’s arbitrability ruling to the Third Circuit Court of Appeals. Arigna intends to request that this Court stay this proceeding pending the final conclusion of the Delaware Action.

is STAYED pending resolution of the question of arbitrability by an arbitrator[.]” *Id.* at 15.

19. On July 17, 2024, Arigna filed, in the JAMS arbitration, its Objection to Arbitration, Answer to Longford’s Statement of Claim, and Conditional Counterclaims Against Longford. In its pleading, Arigna (i) objected to the Arbitration, (ii) objected to the arbitrator deciding the arbitrability question, and (iii) objected to the arbitration being administered by JAMS in Houston, Texas.

20. On August 20, 2024, the assigned JAMS Arbitrator, the Honorable Glen Ashworth, issued an Interim Ruling finding and ordering that (i) Arigna’s objection to the arbitration was denied, (ii) the issues raised in the arbitration, including arbitrability, shall be determined by the arbitrator and were arbitrable, and (iii) the arbitration is properly administered by JAMS in Houston, Texas.

21. On November 21, 2024, Arigna and Susman executed a “Stipulation and Agreed Order” wherein, among other things, Susman agreed that, “[a]bsent Arigna’s written consent, the Deposit will remain in Susman’s trust account until the issuance of a final, non-appealable Order.”

22. On November 26, 2024, the Arbitrator entered the “Stipulation and Agreed Order” which required (absent Arigna’s written consent) Susman to retain the Deposit in its trust account until the issuance of a final, non-appealable Order.

23. A final arbitration hearing was held in May 2025. Longford and Arigna agreed to hold that hearing in Dallas, Texas for convenience purposes, but did not agree to alter the Original Engagement Agreement’s provision mandating that “the state or federal courts in Houston, Texas, shall be the exclusive venue for any motion to confirm or vacate

any arbitration award.”

24. On July 16, 2025, the Arbitrator issued a Final Award in the JAMS arbitration.<sup>2</sup> The Final Award found in Longford’s favor. It, among other things, found for Longford and against Arigna on Longford’s breach-of-contract claim, awarded Longford \$32,270,196 from Arigna (as well as pre- and post-award interest), and ordered Susman to tender to Longford the sum of \$5,533,132 (i.e., the amounts in Susman’s escrow account that Arigna had deposited).

25. On July 16, 2025, immediately following the issuance of the Final Award, Arigna timely filed its Notice of Appeal in the arbitration,<sup>3</sup> thereby turning the Final Award into an award that was “no longer considered final under the applicable JAMS Rules for purposes of seeking judicial enforcement, modification, or vacatur.” *See* JAMS Optional Appeal Procedures (D).

26. In the Notice of Appeal, Arigna appealed the entirety of the Final Award, as well as all prior orders entered in this case adverse to Arigna, including without limitation the Interim Ruling dated August 20, 2024. In the Notice of Appeal, Arigna asserted that the Final Award and the prior orders were contrary to law and fact, based on legally insufficient evidence, contained erroneous or clearly erroneous findings of fact, contained erroneous or clearly erroneous findings of law, constituted a misapplication of the law, and/or constituted an abuse of discretion. Arigna asserted that the Final Award and the prior

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<sup>2</sup> The Arbitrator had, in an earlier interim decision, dismissed Longford’s claim against Susman. And Susman and Arigna’s respective claims against one another were resolved by the November 26, 2024 Stipulation and Agreed Order.

<sup>3</sup> Arigna had the undisputed contractual right to appeal the Final Award pursuant to the JAMS Optional Arbitration Appeal Procedures because the award was \$5 million or more (inclusive of interest), and the relevant Dispute Resolution provision allowed any party to appeal such an award.

orders being appealed contained numerous reversible errors, including without limitation, when:

- a. Finding that the parties' dispute was subject to arbitration;
  - b. Finding that the parties' dispute was subject to JAMS arbitration;
  - c. Finding that the Funding Agreement was the relevant governing contract;
  - d. Finding that Arigna had "Affiliates" under the Funding Agreement;
  - e. Finding that the full settlement payment from the third party constituted "Proceeds" under the Funding Agreement;
  - f. Finding that Arigna was liable to Longford on Longford's breach-of-contract claim;
  - g. Finding that Longford had not waived its arguments and breach-of-contract claim through its past conduct;
  - h. Instructing Susman to release the Arigna amounts held in escrow prior to the issues disputed in the Arbitration being resolved in a final non-appealable Order;
  - i. Failing to address several of Arigna's defenses or affirmative defenses, including without limitation Arigna's defenses or affirmative defenses of unclean hands, acquiescence, violation of public policy, illegality, unenforceability, and unconscionability; and
  - j. Ruling against Arigna on Arigna's counterclaims.
27. Arigna and Longford then began the JAMS appellate process, and a JAMS

Appellate Panel was ultimately selected.

28. On July 30, 2025, in the JAMS appellate proceeding, Longford filed a Motion for Interim Relief, asking the JAMS Appellate Panel to require (i) Arigna to post \$36,108,735.81 into escrow (or to post a bond or other security sufficient to cover this amount) pending the conclusion of Arigna's JAMS appeal and (ii) Susman to release \$5,533,132 currently held in escrow to Longford. Longford additionally requested that the JAMS Arbitration Panel not allow Arigna to continue its appeal if Arigna did not post the \$36.1 million. Longford had never previously sought to require Arigna to post \$36,108,735.81 into escrow, nor had Longford previously filed any motion seeking to require Susman to release the \$5.53 million Deposit. Arigna opposed the motion.

29. On October 10, 2025, the JAMS Appellate Panel issued its Interim Decision. The Panel denied Longford's request that Susman release the \$5,533,132, but granted Longford's request that Arigna be required to deposit the \$36.1 million into an escrow account pending the conclusion of the JAMS Appeal.

30. On October 16, 2025, Arigna filed a Motion for Reconsideration, Clarification, and Stay of the Appellate Panel's October 10, 2025 Interim Decision. In that motion, Arigna sought, among other things, reconsideration of the JAMS Appellate Panel's decision requiring Arigna to deposit \$36.1 million and clarification that Arigna could still continue its JAMS appeal if Arigna did not deposit the \$36.1 million. Longford opposed.

31. On October 29, 2025, the JAMS Appellate Panel denied-in-part and granted-in-part Arigna's motion. The Panel denied Arigna's reconsideration request and clarification request. The Panel granted Arigna until November 17, 2025 to deposit the \$36.1

million into escrow.

32. Arigna did not have \$36.1 million to deposit by November 17, 2025, as it had only received \$5.53 million of the settlement payment—i.e., the portion of the payment that related to its cause of action against the third party. And Arigna had already deposited the \$5.53 million that it did receive into Susman’s escrow account. Accordingly, Arigna did not deposit \$36.1 million by the November 17, 2025 deadline, and Arigna so advised Longford and the JAMS Appellate Panel on November 17, 2025.

33. On November 18, 2025, Longford filed its Motion to Dismiss Appeal, a motion premised on Arigna’s failure to post the \$36.1 million by the November 17, 2025 deadline. Arigna opposed the motion based on, among other things, Arigna not having \$36.1 million to post (because it only received \$5.53 million from the relevant settlement). On January 28, 2026, the JAMS Appellate Panel issued its Final Decision, which dismissed Arigna’s appeal based on Arigna’s failure to post the \$36.1 million. The JAMS Appellate Panel thus declined to conduct any review of the merits of Arigna’s appeal.

34. With its petition,<sup>4</sup> Arigna seeks, among other things, vacatur of the JAMS Final Decision and the Arbitrator’s Final Award, as well as declaratory relief regarding Arigna’s rights vis-à-vis Defendants to the Deposit.

**Count I**  
**(Vacatur)**

35. Arigna incorporates the foregoing paragraphs by reference as if fully set forth

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<sup>4</sup> Arigna does not attach confidential materials to this public Petition. Instead, if Arigna’s stay request is denied, Arigna intends to file a motion/application to vacate the JAMS Appellate Panel’s Final Decision and the Arbitrator’s Final Award and request that the Court allow Arigna to file portions of said motion/application under seal pursuant to Texas Rule of Procedure 76a.

herein.

36. The JAMS Appellate Panel's Final Decision and the Arbitrator's Final Award should be vacated for numerous reasons, including because:

- a. the JAMS Appellate Panel's Final Decision and the Arbitrator's Final Award suffered from those defects noted in Paragraph 26, above;
- b. the JAMS Appellate Panel's Final Decision and the Arbitrator's Final Award were rendered in manifest disregard of the law;
- c. the JAMS Appellate Panel's Final Decision and the Arbitrator's Final Award were arbitrary and capricious;
- d. the JAMS Appellate Panel's Final Decision and the Arbitrator's Final Award were obtained by corruption, fraud, or other undue means;
- e. the JAMS Appellate Panel's Final Decision and the Arbitrator's Final Award were procured by corruption, fraud, or undue means;
- f. Arigna's rights were prejudiced by evident partiality by an arbitrator appointed as a neutral arbitrator; corruption in an arbitrator; or misconduct or wilful misbehavior of an arbitrator;
- g. there was evident partiality or corruption in the arbitrators, or either of them;
- h. the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
- i. the arbitrators exceeded their powers; refused to postpone the hearing

after a showing of sufficient cause for the postponement; refused to hear evidence material to the controversy; or conducted the hearing, contrary to Section 171.043, 171.044, 171.045, 171.046, or 171.047 of the Texas Civil Practice & Remedies Code, in a manner that substantially prejudiced the rights of Arigna;

- j. the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made;
- k. there was no agreement that allowed Longford to arbitrate its dispute against Arigna, or to do so before JAMS in Houston, Texas;
- l. there was no agreement to arbitrate, the issue was not adversely determined in a proceeding under Subchapter B of the Texas Civil Practice & Remedies Code, Chapter 171, and Arigna did not participate in the arbitration hearing without raising the objection;
- m. the JAMS Appellate Panel's Final Decision and the Arbitrator's Final Award were fundamentally unfair;
- n. the JAMS Appellate Panel's Final Decision and the Arbitrator's Final Award violated Arigna's due-process rights; and/or
- o. the district court in the Delaware Action lacked subject-matter jurisdiction over the case and, accordingly, the court's order compelling the parties to arbitrate and the arbitration itself, as well as the decisions of the arbitrators in the JAMS arbitration, including the JAMS Appellate Panel's Final Decision and the Arbitrator's Final Award, are

void. *See, e.g.*, Tex. Civ. Prac. & Rem. Code § 171.088; 9 U.S.C. § 10; *Wilson v. Kemper Corp. Services, Inc.*, 134 F.4th 339, 348 (5th Cir. 2025).

37. This Court should vacate the JAMS Appellate Panel's Final Decision and the Arbitrator's Final Award, enter judgment in Arigna's favor as to Longford and Susman, and require Susman to return the \$5.53 million Deposit to Arigna.

**Count II**  
**(Declaratory Judgment)**

38. Arigna incorporates the foregoing paragraphs by reference as if fully set forth herein.

39. Arigna seeks a declaratory judgment requiring Susman to maintain the \$5.53 million Deposit in escrow pending the final non-appealable conclusion of this litigation (i.e., pending the entry of a final, non-appealable Order that concludes this litigation).

40. Should the Court vacate the JAMS Appellate Panel's Final Decision and the Arbitrator's Final Award, Arigna seeks a declaratory judgment that the \$5.53 million be returned to Arigna.

**CONDITIONS PRECEDENT**

41. All conditions precedent have been performed or have occurred. *See* Tex. R. Civ. P. 54.

**NOTICE OF USE OF DOCUMENTS**

42. Pursuant to Texas Rule of Civil Procedure 193.7, Arigna provides notice that it intends to use all documents produced by all parties in response to written discovery or otherwise in all pretrial proceedings and/or at trial.

**NO ELECTION / ALTERNATIVE CLAIMS FOR RELIEF**

43. Nothing herein shall constitute an election of remedies, and to the extent that any claim or allegation asserted herein is inconsistent with any other claim or allegation, then they are asserted in the alternative or hypothetical. *See, e.g.*, Tex. R. Civ. P. 48.

**RIGHT TO AMEND**

44. Arigna reserves its right to amend and/or supplement this pleading at a future date.

**JURY DEMAND**

45. In accordance with Texas Rule of Civil Procedure 216, Arigna demands a trial by jury on all issues so triable.

**PRAYER FOR RELIEF**

46. Arigna requests that the Court enter a judgment in Arigna's favor and against Defendants with the judgment finding that:

- a. The JAMS Appellate Panel's Final Decision and the Arbitrator's Final Award shall be vacated;
- b. The \$5.53 million held in Susman's escrow account shall be distributed to Arigna; and
- c. Arigna shall receive such other and further relief, general and special, at law or in equity, to which it may be justly entitled or that the Court deems just and equitable.

Dated: January 29, 2026

Respectfully submitted,



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Angela Ivy on behalf of Steven Callahan

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