

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

INNOVATIONS IN MEMORY LLC,

Plaintiff,

v.

CISCO SYSTEMS, INC.,

Defendant.

Case No. 2:24-cv-360

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

This is an action for patent infringement arising under the Patent Laws of the United States of America, 35 U.S.C. § 1 *et seq.*, in which Plaintiff Innovations In Memory LLC (“Plaintiff” or “IIM”) makes the following allegations against Defendant Cisco Systems, Inc. (“Defendant” or “Cisco”):

**INTRODUCTION**

1. This complaint arises from Cisco’s unlawful infringement of the following United States patents owned by Plaintiff: United States Patent Nos. 8,285,961 (“the ’961 Patent”); 7,672,226 (“the ’226 Patent”); and 8,160,070 (“the ’070 Patent”) (collectively, the “Asserted Patents”).

**PARTIES**

2. Plaintiff Innovations In Memory LLC is a Delaware limited liability corporation, with its principal place of business at 5 Hilldale Lane, Sands Point, NY 11050. IIM is the sole owner by assignment of all right, title, and interest in the Asserted Patents, including the right to recover for past, present, and future infringement. IIM owns an extensive patent portfolio that was

developed by Violin Memory Inc. (“Violin”) over the course of its 15 years of pioneering work in flash memory storage solutions, as well as the patent assets of GridIron Systems and Xitech Corporation, which were both acquired by Violin. IIM’s portfolio includes 299 U.S. and worldwide patents and patent applications.

3. Defendant Cisco Systems, Inc. is a California corporation with its principal place of business at 170 West Tasman Drive, San Jose, California 95134. Cisco is registered to do business in the State of Texas and may be served through its registered agent Corporation Service Company dba CSC – Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

## **BACKGROUND**

### **A. Violin Memory**

4. Violin was founded in 2005 by Jon Bennett and Donpaul Stephens to focus on creating all flash storage solutions. Violin raised over \$300 Million in private and public capital and invested it in its R&D and product development. Violin went public in 2013 and was valued at over \$800M. At different times Violin acquired other innovators in the flash storage field, such as Xitech Corporation and GridIron Systems, along with their key personnel and patents. In 2016, Violin declared bankruptcy and its patent assets were eventually sold.

### **B. IIM and Dr. Fatih Ozluturk**

5. In 2021, IIM purchased Violin’s patent portfolio, which covers data storage systems, including hybrid and all-flash storage arrays, SSDs (solid state storage devices), use of RAID (redundant array of independent disks) and other architectures in such systems, controllers for managing such systems, cache management, and other related key inventions. IIM’s portfolio

is significant in scope (299 U.S. and worldwide patents and patent applications) and widely infringed in the marketplace.

6. IIM was founded by Dr. Fatih Ozluturk, a Ph.D. in Electrical Engineering, distinguished engineer, inventor on nearly 450 issued U.S. patents and numerous pending patent applications, making him one of the most prolific patentees living in the United States.

7. Dr. Ozluturk has a history of inventing solutions that have proved to be significant in multiple generations of wireless technologies, including 3G, and 4G LTE, arising primarily out of his work for wireless pioneer InterDigital. Some have remarked that “Fatih’s groundbreaking inventions span multiple generations of wireless technology and directly benefit the entire wireless ecosystem and billions of consumers globally.” Ex. 1

(<https://www.businesswire.com/news/home/20110418006517/en/%20InterDigital-Honors-Dr.-Fatih-Ozluturk-Inventor-Named>). Dr. Ozluturk also obtained dozens of patents for his inventions related to smartphone cameras, which are now licensed to a great portion of the industry.

8. Dr. Ozluturk is also experienced in patent licensing. For example, Dr. Ozluturk successfully licensed his own digital imaging patents to over 12 of the largest mobile handset and camera companies around the world. He has negotiated and closed more than two dozen licensing deals over the last 3 years for practicing entities that he advises.

**C. IIM’s Pre-Suit Communications With Cisco**

9. On August 11, 2022, IIM sent Cisco a letter indicating that certain Cisco products needed a license to practice certain IIM patents, including but not limited to the ’226 and ’070 Patents. Ex. 2. IIM noted that its “analysis is continuing, and additional Cisco products and product lines may need a license to the above US patents, additional US patents, and foreign counterparts.” *Id.* at 2. IIM requested that the parties arrange a call to discuss a potential license.

10. On September 1, 2022, Mr. Theodore Foster with the firm Haynes and Boone, LLP responded on behalf of Cisco and confirmed receipt of the August 11, 2022 letter. Ex. 3. Mr. Foster requested that IIM send along “element-by-element mappings of exemplary claims to Cisco products.” *Id.* The parties exchanged additional emails and letters on September 1 and 14, resulting in Cisco requesting that the parties enter into “an NDA to help facilitate the contemplated discussions between the parties.” *Id.*; *see also* Ex. 4. Unfortunately, the parties were unable to make any further progress on pre-suit licensing discussions.

### **JURISDICTION AND VENUE**

11. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

12. This Court has personal jurisdiction over Cisco in this action because Cisco has committed acts within this District giving rise to this action and has established minimum contacts with this forum such that the exercise of jurisdiction over Cisco would not offend traditional notions of fair play and substantial justice. Cisco maintains several places of business within the State, including at 2250 East President George Bush Turnpike, Richardson, TX 75082. Cisco, directly and through subsidiaries or intermediaries, has committed and continues to commit acts of infringement in this District by, among other things, importing, offering to sell, and selling products that infringe the Asserted Patents. Cisco is registered to do business in the State of Texas, and has appointed as their registered agent, Corporation Service Company d/b/a CSC – Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701, for service of process. Cisco has not contested personal jurisdiction in the Eastern District of Texas in prior actions.

13. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400(b). Cisco is registered to do business in Texas, and upon information and belief, Cisco has transacted business in this District and has committed acts of direct and indirect infringement in this District by, among other things, making, using, offering to sell, selling, and importing products that infringe the Asserted Patents. Cisco has regular and established places of business in this District, including at 2250 East President George Bush Turnpike, Richardson, TX 75082.

### **COUNT I**

#### **INFRINGEMENT OF U.S. PATENT NO. 8,285,961**

14. Plaintiff realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

15. Plaintiff owns by assignment all rights, title, and interest, including the right to recover damages for past, present, and future infringement, in U.S. Patent No. 8,285,961, titled “Dynamic performance virtualization for disk access.” The ’961 Patent was duly and legally issued by the United States Patent and Trademark Office on October 9, 2012. A true and correct copy of the ’961 Patent is attached as Exhibit 5.

16. On information and belief, Cisco has and continues to make, use, offer for sale, sell, and/or import certain products and services, including without limitation Cisco’s C-Series Rack Servers (*e.g.*, UCS C245 M8 Rack Server, UCS C240 M7 Rack Server, UCS C220 M6 Rack Server, UCS C225 M6 Rack Server, UCS C240 M6 Rack Server, UCS C245 M6 SFF Rack Server, UCS C220 M5 LFF Rack Server, and UCS C125 M5 Rack Server Node) and X-Series Modular Systems (*e.g.*, Cisco UCS X-Series Direct with UCS X210c M6/M7 Compute Nodes or UCS X410C Compute Nodes) managed by Cisco Intersight with Cisco Intersight Workload Optimizer functionality (“Accused Products”), that directly infringe, literally and/or under the doctrine of

equivalents, one or more claims of the '961 Patent. Identification of the Accused Products will be provided in Plaintiff's infringement contentions disclosed pursuant to the Court's scheduling order.

17. The Accused Products satisfy all claim limitations of one or more claims of the '961 Patent. A claim chart comparing exemplary independent claim 1 of the '961 Patent to representative Accused Products is attached as Exhibit 6.

18. On August 11, 2022, IIM sent Cisco a letter indicating that certain Cisco products needed a license to practice certain IIM patents. Ex. 2. IIM noted that its "analysis is continuing, and additional Cisco products and product lines may need a license to the above US patents, additional US patents, and foreign counterparts." *Id.* at 2. For example, the August 11 letter specifically cited the Cisco's "UCS Servers" as products that required a license. *Id.* On September 1, 2022, Cisco confirmed receipt of the August 11, 2022 letter. Ex. 3. Cisco and IIM engaged in additional communications thereafter, including on September 1 and 14. *Id.*; Ex. 4.

19. Cisco knowingly and intentionally induces infringement of one or more claims of the '961 Patent in violation of 35 U.S.C. § 271(b). As of August 11, 2022 (or at least as of the time of the filing and service of this complaint), Cisco has knowledge of the '961 Patent and the infringing nature of the Accused Products. Despite this knowledge of the '961 Patent, Cisco continues to actively encourage and instruct its customers and end users (for example, through online instruction and other online publications cited in Exhibit 6) to use the Accused Products in ways that directly infringe the '961 Patent. For example, Cisco advertises that the Accused Products include Intersight Workload Optimizer functionality that "continuously analyzes workload consumption, costs, and policy constraints across the full stack, from applications to infrastructure, and automatically scales resources in real-time to ensure application performance."

Ex. 7 (<https://www.cisco.com/c/en/us/products/collateral/cloud-systems-management/intersight-workload-optimizer/datasheet-c78-744509.html?ccid=cc001268&oid=dstcsm02471>). Cisco also instructs its customers and end users on how to configure and use the Accused Products in an infringing manner, including through the use of Intersight Workload Optimizer. *See, e.g.*, Ex. 8 ([https://intersight.com/help/saas/resources/cisco\\_intersight\\_workload\\_optimizer\\_getting\\_started#overview](https://intersight.com/help/saas/resources/cisco_intersight_workload_optimizer_getting_started#overview)). Cisco provides these instructions and materials knowing and intending (or with willful blindness to the fact) that its customers and end users will commit these infringing acts. Cisco also continues to make, use, offer for sale, sell, and/or import the Accused Products, despite its knowledge of the '961 Patent, thereby specifically intending for and inducing its customers to infringe the '961 Patent through the customers' normal and customary use of the Accused Products.

20. Cisco has also infringed, and continues to infringe, one or more claims of the '961 Patent by selling, offering for sale, or importing into the United States, the Accused Products, knowing that the Accused Products constitute a material part of the inventions claimed in the '961 Patent, are especially made or adapted to infringe the '961 Patent, and are not staple articles or commodities of commerce suitable for non-infringing use. As of August 11, 2022 (or at least as of the time of filing and service of this complaint), Cisco has knowledge of the '961 Patent and the infringing nature of the Accused Products. Cisco has been, and currently is, contributorily infringing the '961 Patent in violation of 35 U.S.C. §§ 271(c) and/or (f). For example, the identified hardware and/or software components in Cisco's C-Series Rack Servers and X-Series Modular Systems with Cisco Intersight Workload Optimizer constitute a material part of the inventions claimed in the '961 Patent, are especially made or adapted to infringe the '961 Patent,

and are not staple articles or commodities of commerce suitable for non-infringing use, as demonstrated by the evidence cited above and in Exhibit 6.

21. By making, using, offering for sale, selling and/or importing into the United States the Accused Products, Cisco has injured Plaintiff and is liable for infringement of the '961 Patent pursuant to 35 U.S.C. § 271.

22. On information and belief, Plaintiff (including its predecessors and any licensees) complied with 35 U.S.C. § 287 during the relevant time period because Plaintiff, any predecessors assignees to the '961 Patent, and any licensees did not make, offer for sale, or sell products that practice(d) the '961 Patent during the relevant time period or were not required to mark during the relevant time period.

23. As described above, Cisco obtained knowledge of IIM's patent portfolio and that certain Cisco products infringe IIM's patents as of at least August 11, 2022, but has not ceased its infringing activities. Cisco's infringement of the '961 Patent has been and continues to be willful and deliberate. Cisco also has knowledge of the '961 Patent by way of this complaint and, to the extent it does not cease its infringing activities, its infringement is and continues to be willful and deliberate.

24. As a result of Cisco's direct and indirect infringement of the '961 Patent, Plaintiff is entitled to monetary damages (past, present, and future) in an amount adequate to compensate for Cisco's infringement, but in no event less than a reasonable royalty for the use made of the invention by Cisco, together with interest and costs as fixed by the Court.

**COUNT II**

**INFRINGEMENT OF U.S. PATENT NO. 7,672,226**

25. Plaintiff realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

26. Plaintiff owns by assignment all rights, title, and interest, including the right to recover damages for past, present, and future infringement, in U.S. Patent No. 7,672,226, titled “Method, apparatus and program storage device for verifying existence of a redundant fibre channel path.” The ’226 Patent was duly and legally issued by the United States Patent and Trademark Office on March 2, 2010. A true and correct copy of the ’226 Patent is attached as Exhibit 9.

27. On information and belief, Cisco has and continues to make, use, offer for sale, sell, and/or import certain products and services, including without limitation Cisco’s MDS 9000 Series Switches, including at least the MDS 9700 Series Directors (*e.g.*, MDS 9706 multilayer director, MDS9710 multilayer director, and MDS9718 multilayer director) with Cisco Nexus Dashboard Fabric Controller (formerly Cisco Data Center Network Manager or DCNM) (“Accused Products”), that directly infringe, literally and/or under the doctrine of equivalents, one or more claims of the ’226 Patent. Identification of the Accused Products will be provided in Plaintiff’s infringement contentions disclosed pursuant to the Court’s scheduling order.

28. The Accused Products satisfy all claim limitations of one or more claims of the ’226 Patent. A claim chart comparing exemplary independent claim 18 of the ’226 Patent to representative Accused Products is attached as Exhibit 10.

29. On August 11, 2022, IIM sent Cisco a letter indicating that certain Cisco products needed a license to practice certain IIM patents. Ex. 2. IIM noted that its “analysis is continuing,

and additional Cisco products and product lines may need a license to the above US patents, additional US patents, and foreign counterparts.” *Id.* at 2. For example, the August 11 letter specifically cited the ’226 Patent as a “practiced” patent that required a license. *Id.* The August 11 letter also identified “Nexus Dashboard Fabric Controller (NDFC)” and “Data Center Network Manager (DCNM)” as Cisco products requiring a license. *Id.* On September 1, 2022, Cisco confirmed receipt of the August 11, 2022 letter. Ex. 3. Cisco and IIM engaged in additional communications thereafter, including on September 1 and 14. *Id.*; Ex. 4.

30. Cisco knowingly and intentionally induces infringement of one or more claims of the ’226 Patent in violation of 35 U.S.C. § 271(b). As of August 11, 2022 (or at least as of the time of the filing and service of this complaint), Cisco has knowledge of the ’226 Patent and the infringing nature of the Accused Products. Despite this knowledge of the ’226 Patent, Cisco continues to actively encourage and instruct its customers and end users (for example, through online instruction and other online publications cited in Exhibit 10) to use the Accused Products in ways that directly infringe the ’226 Patent. For example, Cisco advertises that its products utilize topology information to connect and monitor multiple devices through a Fibre Channel network. *See* Ex. 11

(<https://www.cisco.com/c/en/us/td/docs/dcn/dcnm/1151/configuration/san/cisco-dcnm-san-configuration-guide-1151.pdf>) at Chapter 3. Cisco also instructs its customers and end users on how to configure and use the Accused Products in an infringing manner, including the exemplary MDS 9700 Series Directors. *See, e.g., id.; see also* Ex. 12 (<https://www.cisco.com/c/en/us/td/docs/dcn/mds9000/hw/9700/cisco-mds-9700-switching-module-installation-guide/product-overview.html>). Cisco provides these instructions and materials knowing and intending (or with willful blindness to the fact) that its customers and end

users will commit these infringing acts. Cisco also continues to make, use, offer for sale, sell, and/or import the Accused Products, despite its knowledge of the '226 Patent, thereby specifically intending for and inducing its customers to infringe the '226 Patent through the customers' normal and customary use of the Accused Products.

31. Cisco has also infringed, and continues to infringe, one or more claims of the '226 Patent by selling, offering for sale, or importing into the United States, the Accused Products, knowing that the Accused Products constitute a material part of the inventions claimed in the '226 Patent, are especially made or adapted to infringe the '226 Patent, and are not staple articles or commodities of commerce suitable for non-infringing use. As of August 11, 2022 (or at least as of the time of filing and service of this complaint), Cisco has knowledge of the '226 Patent and the infringing nature of the Accused Products. Cisco has been, and currently is, contributorily infringing the '226 Patent in violation of 35 U.S.C. §§ 271(c) and/or (f). For example, the identified hardware and/or software components in Cisco's MDS 9000 Series Switches with Cisco Nexus Dashboard Fabric Controller (formerly Cisco Data Center Network Manager or DCNM) constitute a material part of the inventions claimed in the '226 Patent, are especially made or adapted to infringe the '226 Patent, and are not staple articles or commodities of commerce suitable for non-infringing use, as demonstrated by the evidence cited above and in Exhibit 10.

32. By making, using, offering for sale, selling and/or importing into the United States the Accused Products, Cisco has injured Plaintiff and is liable for infringement of the '226 Patent pursuant to 35 U.S.C. § 271.

33. On information and belief, Plaintiff (including its predecessors and any licensees) complied with 35 U.S.C. § 287 during the relevant time period because Plaintiff, any predecessors assignees to the '226 Patent, and any licensees did not make, offer for sale, or sell products that

practice(d) the '226 Patent during the relevant time period or were not required to mark during the relevant time period.

34. As described above, Cisco obtained knowledge of '226 Patent and that certain Cisco products infringe '226 Patent as of at least August 11, 2022, but has not ceased its infringing activities. Cisco's infringement of the '226 Patent has been and continues to be willful and deliberate. Cisco also has knowledge of the '226 Patent by way of this complaint and, to the extent it does not cease its infringing activities, its infringement is and continues to be willful and deliberate.

35. As a result of Cisco's direct and indirect infringement of the '226 Patent, Plaintiff is entitled to monetary damages (past, present, and future) in an amount adequate to compensate for Cisco's infringement, but in no event less than a reasonable royalty for the use made of the invention by Cisco, together with interest and costs as fixed by the Court.

### **COUNT III**

#### **INFRINGEMENT OF U.S. PATENT NO. 8,160,070**

36. Plaintiff realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

37. Plaintiff owns by assignment all rights, title, and interest, including the right to recover damages for past, present, and future infringement, in U.S. Patent No. 8,160,070, titled "Fibre channel proxy." The '070 Patent was duly and legally issued by the United States Patent and Trademark Office on April 17, 2012. A true and correct copy of the '070 Patent is attached as Exhibit 13.

38. On information and belief, Cisco has and continues to make, use, offer for sale, sell, and/or import certain products and services, including without limitation Cisco's Unified

Computing System (UCS) products, such as UCS 6400 Series Fabric Interconnects (*e.g.*, Cisco UCS 6454 Fabric Interconnect, Cisco UCS 64108 Fabric Interconnect), UCS 6500 Series Fabric Interconnects (*e.g.*, Cisco UCS 6536 Fabric Interconnect), and UCS 6300 Series Fabric Interconnects (*e.g.*, UCS 6332 Fabric Interconnect) with Cisco UCS Manager software (“Accused Products”), that directly infringe, literally and/or under the doctrine of equivalents, one or more claims of the ’070 Patent. Identification of the Accused Products will be provided in Plaintiff’s infringement contentions disclosed pursuant to the Court’s scheduling order.

39. The Accused Products satisfy all claim limitations of one or more claims of the ’070 Patent. A claim chart comparing exemplary independent claim 1 of the ’070 Patent to representative Accused Products is attached as Exhibit 14.

40. On August 11, 2022, IIM sent Cisco a letter indicating that certain Cisco products needed a license to practice certain IIM patents. Ex. 2. IIM noted that its “analysis is continuing, and additional Cisco products and product lines may need a license to the above US patents, additional US patents, and foreign counterparts.” *Id.* at 2. For example, the August 11 letter specifically cited the ’070 Patent as a “practiced” patent that required a license. The August 11 letter also identified Cisco “UCS” products as Cisco products requiring a license. *Id.* On September 1, 2022, Cisco confirmed receipt of the August 11, 2022 letter. Ex. 3. Cisco and IIM engaged in additional communications thereafter, including on September 1 and 14. *Id.*; Ex. 4.

41. Cisco knowingly and intentionally induces infringement of one or more claims of the ’070 Patent in violation of 35 U.S.C. § 271(b). As of August 11, 2022 (or at least as of the time of the filing and service of this complaint), Cisco has knowledge of the ’070 Patent and the infringing nature of the Accused Products. Despite this knowledge of the ’070 Patent, Cisco continues to actively encourage and instruct its customers and end users (for example, through

online instruction and other online publications cited in Exhibit 14) to use the Accused Products in ways that directly infringe the '070 Patent. For example, Cisco advertises that its products provide storage connectivity between Fibre Channel initiators and targets. Ex. 15 ([https://www.cisco.com/c/en/us/td/docs/unified\\_computing/ucs/ucs-manager/GUI-User-Guides/Storage-Mgmt/4-2/b\\_UCSM\\_GUI\\_Storage\\_Management\\_Guide\\_4\\_2.pdf](https://www.cisco.com/c/en/us/td/docs/unified_computing/ucs/ucs-manager/GUI-User-Guides/Storage-Mgmt/4-2/b_UCSM_GUI_Storage_Management_Guide_4_2.pdf)) at Chapter 4. Cisco also instructs its customers and end users on how to configure and use the Accused Products in an infringing manner, including the UCS 6400 and 6500 Series Fabric Interconnects with UCS Manager software. *See, e.g., id.; see also* Ex. 16 ([https://www.cisco.com/c/en/us/td/docs/unified\\_computing/ucs/hw/6454-install-guide/6454/6454\\_chapter\\_0111.html](https://www.cisco.com/c/en/us/td/docs/unified_computing/ucs/hw/6454-install-guide/6454/6454_chapter_0111.html)). Cisco provides these instructions and materials knowing and intending (or with willful blindness to the fact) that its customers and end users will commit these infringing acts. Cisco also continues to make, use, offer for sale, sell, and/or import the Accused Products, despite its knowledge of the '070 Patent, thereby specifically intending for and inducing its customers to infringe the '070 Patent through the customers' normal and customary use of the Accused Products.

42. Cisco has also infringed, and continues to infringe, one or more claims of the '070 Patent by selling, offering for sale, or importing into the United States, the Accused Products, knowing that the Accused Products constitute a material part of the inventions claimed in the '070 Patent, are especially made or adapted to infringe the '070 Patent, and are not staple articles or commodities of commerce suitable for non-infringing use. As of August 11, 2022 (or at least as of the time of filing and service of this complaint), Cisco has knowledge of the '070 Patent and the infringing nature of the Accused Products. Cisco has been, and currently is, contributorily infringing the '070 Patent in violation of 35 U.S.C. §§ 271(c) and/or (f). For example, the

identified hardware and/or software components in Cisco's UCS Fabric Interconnects with Cisco UCS Manager software constitute a material part of the inventions claimed in the '070 Patent, are especially made or adapted to infringe the '070 Patent, and are not staple articles or commodities of commerce suitable for non-infringing use, as demonstrated by the evidence cited above and in Exhibit 14.

43. By making, using, offering for sale, selling and/or importing into the United States the Accused Products, Cisco has injured Plaintiff and is liable for infringement of the '070 Patent pursuant to 35 U.S.C. § 271.

44. On information and belief, Plaintiff (including its predecessors and any licensees) complied with 35 U.S.C. § 287 during the relevant time period because Plaintiff, any predecessors assignees to the '070 Patent, and any licensees did not make, offer for sale, or sell products that practice(d) the '070 Patent during the relevant time period or were not required to mark during the relevant time period.

45. As described above, Cisco obtained knowledge of '070 Patent and that certain Cisco products infringe '070 Patent as of at least August 11, 2022, but has not ceased its infringing activities. Cisco's infringement of the '070 Patent has been and continues to be willful and deliberate. Cisco also has knowledge of the '070 Patent by way of this complaint and, to the extent it does not cease its infringing activities, its infringement is and continues to be willful and deliberate.

46. As a result of Cisco's direct and indirect infringement of the '070 Patent, Plaintiff is entitled to monetary damages (past, present, and future) in an amount adequate to compensate for Cisco's infringement, but in no event less than a reasonable royalty for the use made of the invention by Cisco, together with interest and costs as fixed by the Court.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court enter:

- a. A judgment in favor of Plaintiff that Cisco has infringed, either literally and/or under the doctrine of equivalents, the '961, '226, and '070 Patents;
- b. A judgment and order requiring Cisco to pay Plaintiff its damages (past, present, and future), costs, expenses, and pre-judgment and post-judgment interest for Cisco's infringement of the '961, '226, and '070 Patents;
- c. A judgment that Cisco's infringement of the '961, '226, and '070 Patents has been willful and order requiring Cisco to pay treble damages for willful infringement;
- d. A judgment and order requiring Cisco to pay Plaintiff compulsory ongoing licensing fees, as determined by the Court;
- e. A judgment and order requiring Cisco to provide an accounting and to pay supplemental damages to Plaintiff, including without limitation, pre-judgment and post-judgment interest and compensation for infringing products released after the filing of this case that are not colorably different from the Accused Products;
- f. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Plaintiff its reasonable attorneys' fees against Cisco; and
- g. Any and all other relief as the Court may deem appropriate and just under the circumstances.

**DEMAND FOR JURY TRIAL**

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Dated: May 14, 2024

Respectfully submitted,

/s/ Brett E. Cooper

Brett E. Cooper (NY SBN 4011011)

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