

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

QUICKER CONNECTIONS LLC,

Plaintiff,

v.

CISCO SYSTEMS, INC.,

Defendant.

Civil Action No. 2:24-cv-1074-JRG

JURY TRIAL DEMANDED

**DEFENDANT’S ANSWER TO PLAINTIFF’S
FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Defendant Cisco Systems, Inc. (“Cisco”), by and through its undersigned counsel, hereby provides its response to Plaintiff Quicker Connections LLC (“QC’s”) First Amended Complaint (Dkt. 30) as follows:

THE PARTIES

1. Plaintiff Quicker Connections LLC (“QC” or “Plaintiff”) is a Delaware limited liability company with its principal place of business at 16192 Coastal Hwy, Lewes, DE 19958.

Response: Cisco lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 1 of the First Amended Complaint and, on that basis, denies them.

2. On information and belief, Defendant Cisco Systems, Inc. (“Cisco” or “Defendant”) is a corporation duly organized and existing under the laws of the State of Delaware. It has a place of business at 2250 East President George Bush Highway, Richardson, Texas 75082. Cisco may also be served with process through its registered agent, Corporation Service Company d/b/a CSC- Lawyers Incorporating Service Company, at 211 E. 7th Street, Suite 620, Austin, Texas 78701.

Response: Cisco denies that it has the registered agent Corporation Service Company d/b/a CSC- Lawyers Incorporating Service Company, at 211 E. 7th Street, Suite 620, Austin, Texas 78701, and denies that it may be served through it. Cisco admits it is a corporation duly organized and existing under the laws of the State of Delaware. Cisco admits it has facilities at 2250 East President George Bush Highway, Richardson, Texas 75082. Cisco denies the remaining allegations in paragraph 2 of the First Amended Complaint.

3. On information and belief, Cisco directly develops, designs, manufactures, uses, distributes, markets, offers to sell and/or sells infringing products and services in the United States, including in the Eastern District of Texas, and otherwise directs infringing activities to this District in connection with its products and services as set forth in this complaint. This includes but is not limited to Cisco's "Catalyst Passive Optical Network Series Switches," "Network Convergence System 2000 Series," "Network Convergence System 2002 Series," "Network Convergence System 2006 Series," "ONS 15454 Multiservice Transport Platform," and "ONS 15600 Multiservice Transport Platform."

Response: Cisco admits that it has sold products in Texas. Cisco denies the remaining allegations in paragraph 3 of the First Amended Complaint, including the allegation that Cisco infringes any of the Patents-In-Suit.

JURISDICTION AND VENUE

4. This civil action arises under the Patent Laws of the United States, 35 U.S.C. § 1 et seq., including without limitation 35 U.S.C. §§ 271, 281, 283, 284, and 285.

Response: Cisco admits that the First Amended Complaint purports to set forth an action for patent infringement under the Patent Laws of the United States, Title 35 of the United States Code, but denies that there are any factual or legal bases for QC's claims.

5. This Court has federal subject matter jurisdiction over this action pursuant to, inter alia, 28 U.S.C. §§ 1331, 1332, and 1338(a).

Response: The allegations in paragraph 5 of the First Amended Complaint contain legal conclusions that require no response.

6. QC's causes of action arise, at least in part, from Defendant's contacts with and activities in this District and the State of Texas.

Response: Cisco denies that it conducts any activities that give rise to this cause of action. The remaining allegations in paragraph 6 of the First Amended Complaint contain legal conclusions that require no response.

7. Personal jurisdiction exists generally over the Defendant because it has sufficient minimum contacts and/or has engaged in continuous and systematic activities in the forum as a result of business conducted within Texas, including in the Eastern District of Texas. This Court has personal jurisdiction over Defendant pursuant to TEX. CIV. PRAC. & REM. CODE § 17.041 *et seq.* and principles of due process. Personal jurisdiction also exists over Defendant because on information and belief each, directly or through subsidiaries, makes, uses, sells, offers for sale, imports, advertises, makes available, and/or markets products and/or services within Texas, including in the Eastern District of Texas, that infringe one or more claims of United States Patent Nos., 6,822,943, 6,834,038, 7,054,264, 7,061,859, and 7,483,399 (herein referred to as the "Patents-In-Suit" or the "QC Patents").

Response: Cisco denies that any of its products infringe the Patents-In-Suit. Cisco admits that it is registered to do business in Texas, maintains places of business in Texas, and conducts business in Texas. The remaining allegations in paragraph 7 of the First Amended Complaint contain legal conclusions that require no response. To the extent an answer is required, Cisco denies the remaining allegations in paragraph 7 of the First Amended Complaint.

8. All allegations and support thereof regarding jurisdiction herein are hereby incorporated by reference for the purposes of venue.

Response: Cisco incorporates and realleges its responses above.

9. Venue is proper in this Court under 28 U.S.C. §§ 1391(b) and (c) and 1400(b). Defendant makes, uses, sells, offers to sell, and/or imports products and/or services that are accused of infringing the Patents-In-Suit into and/or within this District and has a regular and established place of business within this District.

Response: Cisco denies that any of its products infringe the Patents-In-Suit. Cisco admits that it is registered to do business in Texas, maintains places of business in Texas, and conducts business in Texas. The remaining allegation in paragraph 9 of the First Amended

Complaint contain legal conclusions to which no answer is required. To the extent an answer is required, Cisco denies the remaining allegations in paragraph 9 of the First Amended Complaint, including the allegation that venue is proper under § 1391(b) and (c).

10. Defendant has solicited business in the Eastern District of Texas, transacted business within this District, and attempted to derive financial benefit from the residents of this District, including benefits directly related to Defendant's infringement of the Patents-In-Suit.

Response: Cisco denies that it infringes any of the Patents-In-Suit. Cisco admits that it is registered to do business in Texas, maintains places of business in Texas, and conducts business in Texas. The remaining allegations in paragraph 10 of the First Amended Complaint contain legal conclusions to which no answer is required. To the extent an answer is required, Cisco denies the remaining allegations in paragraph 10 of the First Amended Complaint.

11. On information and belief, Defendant maintains regular and established places of business at 2260 Chelsea Blvd., Allen TX 75013; 2250 East President George Bush Highway, Building 5, Richardson TX; and Cisco Building RCDN-6, Renner Pkwy & W. Renner Rd., Richardson TX 75080.

Response: Cisco admits that it has facilities at 2260 Chelsea Blvd., Allen TX 75013; 2250 East President George Bush Highway, Building 5, Richardson TX; and Cisco Building RCDN-6, Renner Pkwy & W. Renner Rd., Richardson TX 75080. The remaining allegations in paragraph 11 of the First Amended Complaint contain legal conclusions to which no answer is required. To the extent an answer is required, Cisco denies the remaining allegations in paragraph 11 of the First Amended Complaint.

12. On information and belief, Cisco Defendant employs nearly 500 persons in the Eastern District of Texas, and approximately 1900 persons in or near the Eastern District of Texas throughout the northern portion of the Dallas-Fort Worth Metroplex, including many in positions that relate to the Patents-In-Suit. On information and belief, at least some of the personnel it employs in positions related to the Patents-In-Suit and/or Accused Products are in Defendant's Richardson and/or Allen facilities in this District, and at least as of this time last year, Defendant was actively seeking to hire additional such personnel. Further, Defendant has filed in the Marshall Division of this District multiple patent cases.

Response: Cisco admits that it is registered to do business in Texas, maintains places of business in Texas, and conducts business in Texas. Cisco admits that it employs approximately 1600 persons in Richardson, Texas. Cisco admits that it has filed lawsuits in this district related to patents. Cisco denies that it infringes any of the Patents-In-Suit, that it employs any persons in positions that relate to the Patents-In-Suit, and all the remaining allegations in paragraph 12 of the First Amended Complaint.

13. Venue is also proper because, on information and belief, Defendant has a regular and established place of business in this District, including facilities in Richardson, Texas and Allen, Texas. Defendant is registered with the Secretary of State to do business in the State of Texas. Defendant also has authorized sellers and sales representatives that offer for sale and sell infringing products to consumers throughout Texas and in this District, including at least Cynergy Technology based in Tyler, Texas and Longview, Texas. On information and belief, Defendant currently operates out of or makes use of leased, work-share, co-op or other arrangements for space, offices or facilities in this District, including through its partners and/or agents.

Response: Cisco admits it has facilities at 2260 Chelsea Blvd., Allen TX 75013; 2250 East President George Bush Highway, Building 5, Richardson TX; and Cisco Building RCDN-6, Renner Pkwy & W. Renner Rd., Richardson TX 75080. Cisco admits it is registered with the Secretary of State to do business in the State of Texas. Cisco denies that it has “authorized sellers and sales representatives that offer for sale and sell infringing products to consumers throughout Texas and in this District, including at least Cynergy Technology based in Tyler, Texas and Longview, Texas”. The remaining allegations in paragraph 13 of the First Amended Complaint contain legal conclusions to which no answer is required. To the extent an answer is required, Cisco denies the remaining allegation in paragraph 13 of the First Amended Complaint.

14. For example, on information and belief, Defendant implements a comprehensive work-from-home policy under which Defendant has adopted or ratified one or more additional places of business in this District, including but not limited to the homes of employees, such that the collection of these locations constitutes an aggregate network of regular and established places in this District, in and from which business is operated. On information and belief, Defendant specifically advertises

for and solicits employees to reside and work remotely in this District, including to support its customers in the District, and provides and/or stores literature, equipment and/or inventory at those locations for the purpose of enabling these employees to conduct their jobs and use such literature, equipment and/or inventory specifically in this District. On information and belief, Defendant employs service technicians and sales representatives in this District who provide support and sales services to existing Defendant's customers and prospective customers residing in this District. The work of these Defendant service technicians and sales representatives is therefore inextricably tied to this District.

Response: Cisco admits that it is registered to do business in Texas, maintains places of business in Texas, and conducts business in Texas. The remaining allegations in paragraph 14 of the First Amended Complaint contain legal conclusions to which no answer is required. To the extent an answer is required, Cisco denies the remaining allegation in paragraph 14 of the First Amended Complaint.

15. Further, Defendant has admitted or not contested personal jurisdiction in this District. *See Orckit Corp. v. Cisco Systems, Inc.*, No. 2:22-cv-276-JRG-RSP, Dkt. 26 (E.D. Tex. Oct. 28, 2022).

Response: Cisco admits it did not contest personal jurisdiction in *Orckit Corp. v. Cisco Systems, Inc.*, No. 2:22-cv-276-JRG-RSP, Dkt. 26 (E.D. Tex. Oct. 28, 2022).

16. Plaintiff has fulfilled its obligations, if any, under 35 U.S.C. § 287.

Response: Cisco denies the allegations in paragraph 16.

THE PATENTS-IN-SUIT

17. On November 23, 2004, United States Patent No. 6,822,943 B1 ("the '943 patent"), entitled "Network access multiplexer with protocol address translation," was duly and legally issued by the United States Patent and Trademark Office ("USPTO") to Sharon Martin. A true and correct copy of the '943 patent is attached hereto as **Exhibit A**.

Response: To the extent implied by QC, Cisco denies that the '943 Patent discloses inventions because it is invalid. Cisco admits that the face of the '943 Patent indicates that the '943 Patent was issued on November 23, 2004 and is titled "Network access multiplexer with protocol address translation." Cisco admits that the face of the '943 Patent further indicates that

Sharon Mantin is the named inventor of the '943 Patent. Cisco admits that Exhibit A appears to be a copy of the '943 Patent. Cisco denies the remaining allegations in paragraph 17 of the First Amended Complaint.

18. On December 21, 2004, United States Patent No. 6,834,038 B1 ("the '038 patent"), entitled "Protection against master unit failure in remote network access multiplexing," was duly and legally issued by the United States Patent and Trademark Office ("USPTO") to David Zelig, Eli Aloni, Ron Sdayor, and Menahem Kaplan. A true and correct copy of the '038 patent is attached hereto as **Exhibit B**.

Response: To the extent implied by QC, Cisco denies that the '038 Patent discloses inventions because it is invalid. Cisco admits that the face of the '038 Patent indicates that the '038 Patent was issued on December 21, 2004 and is titled "Protection against master unit failure in remote network access multiplexing." Cisco admits that the face of the '038 Patent further indicates that David Zelig, Eli Aloni, Ron Sdayor, and Menahem Kaplan are the named inventors of the '038 Patent. Cisco admits that Exhibit B appears to be a copy of the '038 Patent. Cisco denies the remaining allegations in paragraph 18 of the First Amended Complaint.

19. On May 30, 2006, United States Patent No. 7,054,264 B2 ("the '264 patent"), entitled "Interconnect and gateway protection in bidirectional ring networks," was duly and legally issued by the United States Patent and Trademark Office ("USPTO") to Gal Mor. A true and correct copy of the '264 patent is attached hereto as **Exhibit C**.

Response: To the extent implied by QC, Cisco denies that the '264 Patent discloses inventions because it is invalid. Cisco admits that the face of the '264 Patent indicates that the '264 Patent was issued on May 30, 2006 and is titled "Interconnect and gateway protection in bidirectional ring networks." Cisco admits that the face of the '264 Patent further indicates that Gal Mor is the named inventor of the '264 Patent. Cisco admits that Exhibit C appears to be a copy of the '264 Patent. Cisco denies the remaining allegations in paragraph 19 of the First Amended Complaint.

20. On June 13, 2006, United States Patent No. 7,061,859 B2 (“the ‘859 patent”), entitled “Fast protection in ring topologies,” was duly and legally issued by the United States Patent and Trademark Office (“USPTO”) to Yossi Barsheshet. A true and correct copy of the ‘859 patent is attached hereto as **Exhibit D**.

Response: To the extent implied by QC, Cisco denies that the ‘859 Patent discloses inventions because it is invalid. Cisco admits that the face of the ‘859 Patent indicates that the ‘859 Patent was issued on June 13, 2006 and is titled “Fast protection in ring topologies.” Cisco admits that the face of the ‘859 Patent further indicates that Yossi Barsheshet is the named inventor of the ‘859 Patent. Cisco admits that Exhibit D appears to be a copy of the ‘859 Patent. Cisco denies the remaining allegations in paragraph 20 of the First Amended Complaint.

21. On January 27, 2009, United States Patent No. 7,483,399 B2 (“the ‘399 patent”), entitled “Signaling MPLS over RPR rings,” was duly and legally issued by the United States Patent and Trademark Office (“USPTO”) to David Zelig, Leon Bruckman, and Yoav Kotser. A true and correct copy of the ‘399 patent is attached hereto as **Exhibit E**.

Response: To the extent implied by QC, Cisco denies that the ‘399 Patent discloses inventions because it is invalid. Cisco admits that the face of the ‘399 Patent indicates that the ‘399 Patent was issued on January 27, 2009, and is titled “Signaling MPLS over RPR rings.” Cisco admits that the face of the ‘399 Patent further indicates that David Zelig, Leon Bruckman, and Yoav Kotser are the named inventors of the ‘399 Patent. Cisco admits that Exhibit E appears to be a copy of the ‘399 Patent. Cisco denies the remaining allegations in paragraph 21 of the First Amended Complaint.

22. Each of the Patents-in-Suit – the ‘943, ‘038, ‘264, ‘859, and ‘399 patents – claims patent-eligible subject matter and is presumed valid and enforceable under 35 U.S.C. §282.

Response: To the extent implied by QC, Cisco denies that the Patents-in-Suit discloses inventions because they are invalid. The remaining allegations in paragraph 22 of the First Amended Complaint contain legal conclusions to which no answer is required. To the extent an

answer is required, Cisco denies the remaining allegation in paragraph 22 of the First Amended Complaint.

23. QC is the exclusive owner by assignment of all rights, title, and interest in each of the Patents-in-Suit, including the right to bring this suit for injunctive relief and damages, and including the right to sue and recover all past, present, and future damages for infringement of the Patents-in-Suit.

Response: Cisco lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 23 of the First Amended Complaint and, on that basis, denies them.

24. Marking was not required under 35 U.S.C. § 287 because on information and belief, no products were sold or offered for sale in the United States by any then-current assignee of the Patents-in-Suit, including Orckit-Corrigent.

Response: Cisco denies the allegation in paragraph 24 of the First Amended Complaint.

25. Even though per paragraph 24, no marking was required because no products were sold or offered for sale into the United States, Orckit-Corrigent maintained a patent marking program to ensure compliance with 35 U.S.C. § 287. Orckit-Corrigent properly affixed the label below for products in other countries:

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<div style="position: relative; width: 100%; height: 100%;"> <div style="position: absolute; top: 10%; left: 40%; right: 40%; border: 1px solid red; height: 40px;"></div> <div style="position: absolute; top: 15%; left: 40%; color: green; font-weight: bold;">74.0^{+0.3}_{0.0}</div> <div style="position: absolute; top: 25%; left: 10%; bottom: 25%; border: 1px solid red; height: 100px;"></div> <div style="position: absolute; top: 25%; left: 10%; color: green; font-weight: bold; transform: rotate(-90deg);">47.9^{+0.3}_{0.0}</div> <div style="position: absolute; top: 25%; left: 40%; border: 1px solid black; padding: 5px; width: 60%;"> <p><u>This product is protected by the following patents:</u></p> <p>USA 6,891,855 USA 6,963,537 USA 7,035,279 USA 6,876,669</p> <p>USA 6,952,397 USA 6,892,329B2, Israel 158,008, Europe EP1,378 096B</p> <p>Japan 4,167,072 Germany 60212108-6, France 1,378,096, UK 1,378,096</p> <p>Spain 1,378,096, Italy 1,378,096, USA 7,054,264, USA 7,061,859</p> <p>USA 7,113,485B2, USA 7,133,415B2, USA 6,973,049B2, USA 7,154,899B2</p> <p>USA 7,145,878B2, USA 7,127,523, USA 7,142,516B2, USA 7,069,546</p> <p>USA 6,917,986B2, USA 7,283,478, USA 7,280,560B2, USA 7,158,721B2</p> <p>USA 6,957,369, USA 7,032,135, USA 7,483,399B2, USA 7,339,929B2</p> <p>USA 7,283,465B2, USA 7,515,605, USA 7,420,922B2, USA 7,536,605</p> <p>USA 7,386,010B2, USA 7,551,599B2, USA 7,418,000B2, USA 7,330,431B2</p> <p>USA 7,478,382B2, USA 7,515,536, USA 7,545,740, USA 7,463,580B2</p> </div> </div>																																																
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Response: Cisco denies that “no products were sold or offered for sale into the United States.” Cisco lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 25 of the First Amended Complaint, and on that basis, denies them.

26. On information and belief, no patents other than those listed in the label reproduced in paragraph 25 covered any of the relevant products of the then-current assignee of the Patents-in-Suit including Orckit-Corrigent.

Response: Cisco denies the allegation in paragraph 26 of the First Amended Complaint.

27. On information and belief, no patents other than those listed on the tag reproduced in paragraph 25 were practiced by any product sold or offered for sale anywhere by the then-current assignee of the Patents-in-Suit including Orckit-Corrigent.

Response: Cisco denies the allegation in paragraph 27 of the First Amended Complaint.

28. Defendant does not have a license to any of the Patents-in-Suit, either expressly or implicitly, nor does Defendant enjoy or benefit from any rights in or to any of the Patents-in-Suit whatsoever.

Response: Cisco denies the allegations in paragraph 28 of the First Amended Complaint.

29. Representative claim charts showing a sample of infringement of one claim of each of the Patents-in-Suit by the Accused Products are appended to this Complaint as Exhibits F-J.

Response: Cisco admits that Exhibits F-J are documents that quote claim language from the Patents-in-Suit and quote some public documentation. Cisco notes that some of the links included in Exhibit F-J are not accessible. Cisco denies the remaining allegations in paragraph 29 of the First Amended Complaint.

ACCUSED PRODUCTS

30. Defendant makes, uses, sells, offers to sell, tests, designs, distributes, and/or imports into the United States high-speed networking platforms, including both software and hardware components, such as, and without limitation, Cisco Network

Convergence System Among other things, Cisco's platforms deliver agility, programmability, and massive scale across ultra-long-haul, metro, and enterprise optical networks.

Response: Cisco admits that it is a leading U.S. innovator in network technology and develops critical infrastructure that powers the modern Internet and designs, develops, and provides the technologies behind networking, communications, and information technology products and services that enable seamless communication among individual business, public institutions, government agencies, and service providers. Cisco admits that it has made, used, offered for sale, sold, designed, tested, distributed, and/or imported into the United States various products. Cisco admits that paragraph 30 of the First Amended Complaint appears to quote from a public document, which states that the Network Convergence System 2000 Series "delivers agility, programmability, and massive scale across ultra-long-haul, metro, and enterprise optical networks." Cisco denies the remaining allegations in paragraph 30 of the First Amended Complaint.

31. Defendant also makes, uses, sells, offers to sell, tests, designs, distributes, and/or imports into the United States other platforms, software, and hardware, such as, and without limitation, Cisco ONS Multiservice Switching Platform and Cisco Catalyst Passive Optical Network. Among other things, Cisco ONS Multiservice Switching Platform allows the service providers to simplify their metro networks while providing complete integration of metro core and edge networks for service provisioning and network management.

Response: Cisco admits that it is a leading U.S. innovator in network technology and develops critical infrastructure that powers the modern Internet and designs, develops, and provides the technologies behind networking, communications, and information technology products and services that enable seamless communication among individual business, public institutions, government agencies, and service providers. Cisco admits that it has made, used, offered for sale, sold, designed, tested, distributed, and/or imported into the United States various products. Cisco denies the remaining allegations in paragraph 31 of the First Amended Complaint.

32. Hereafter, the term “Accused Products” refers to all products (including but not limited to software, hardware, network architectural design) manufactured, used, tested, imported, sold or offered to sell by or on behalf of Defendant practicing the Patents-in- Suit and all processes employed by Defendant that practice the patents-in-suit, consisting of, without limitation, at least: all series of “Catalyst Passive Optical Network Series Switches,” all series of “Network Convergence System 2000 Series,” all series of “Network Convergence System 2002 Series,” all series of “Network Convergence System 2006 Series,” “ONS 15454 Multiservice Transport Platform,” and “ONS 15600 Multiservice Transport Platform,” and any other Cisco ONS Multiservice Transport Platforms.

Response: Cisco denies that it infringes the Patents-in-Suit. The remaining allegations in paragraph 32 of the First Amended Complaint contain legal conclusions and/or definitions to which no answer is required. To the extent an answer is required, Cisco denies the remaining allegations in paragraph 32 of the First Amended Complaint.

33. Defendant has willfully infringed the ’399 patent since the date of the Original Complaint.

Response: Cisco denies the allegations in paragraph 33 of the First Amended Complaint.

COUNT I **PATENT INFRINGEMENT OF THE ‘943 PATENT**

34. Plaintiff restates and realleges the preceding paragraphs of this Complaint, which are incorporated by reference as if fully restated herein.

Response: Cisco incorporates and realleges its responses above.

35. Defendant, under 35 U.S.C. § 271(a), directly, literally, and/or under the doctrine of equivalents infringed one or more claims of the ‘943 patent, by making, using, testing, selling, offering for sale and/or importing into the United States Defendant’s Accused Products.

Response: Cisco denies that it infringes any claims of the ’943 Patent. Cisco denies all of the remaining allegations in paragraph 35 of the First Amended Complaint.

36. Defendant caused QC irreparable injury and damage by infringing one or more claims of the ‘943 patent.

Response: Cisco denies that it infringes any claims of the '943 Patent. Cisco denies the allegations in paragraph 36 of the First Amended Complaint.

37. Representative claim chart attached hereto as Exhibit F describes how the elements of an exemplary claim 1 of the '943 patent is infringed by one or more of the Accused Products. This provides details regarding only one example of Defendant's infringement, and only as to a single patent claim, and Plaintiff reserves its right to provide greater detail and scope via its Infringement Contentions at the time required under this Court's scheduling order and as rightfully supplemented after discovery has been obtained.

Response: Cisco admits that Exhibit F is a document that quotes claim language from the '943 Patent and quotes some public documents. Cisco denies that any of its products infringe any claims of the '943 Patent. Cisco denies the remaining allegations in paragraph 37 of the First Amended Complaint.

COUNT II

PATENT INFRINGEMENT OF THE '038 PATENT

38. Plaintiff restates and realleges the preceding paragraphs of this Complaint, which are incorporated by reference as if fully restated herein.

Response: Cisco incorporates and realleges its responses above.

39. Defendant, under 35 U.S.C. § 271(a), directly, literally, and/or under the doctrine of equivalents infringed one or more claims of the '038 patent, by making, using, testing, selling, offering for sale and/or importing into the United States Defendant's Accused Products.

Response: Cisco denies that it infringes any claims of the '038 Patent. Cisco denies the remaining allegations in paragraph 39 of the First Amended Complaint.

40. Defendant caused QC irreparable injury and damage by infringing one or more claims of the '038 patent.

Response: Cisco denies that it infringes any claims of the '038 Patent. Cisco denies the remaining allegations in paragraph 40 of the First Amended Complaint.

41. Representative claim chart attached hereto as Exhibit G describes how the elements of an exemplary claim of the '038 patent is infringed by one or more of the Accused

Products. This provides details regarding only one example of Defendant's infringement, and only as to a single patent claim, and Plaintiff reserves its right to provide greater detail and scope via its Infringement Contentions at the time required under this Court's scheduling order and as rightfully supplemented after discovery has been obtained.

Response: Cisco admits that Exhibit G is a document that quotes claim language from the '038 Patent and quotes some public documents. Cisco denies that any of its products infringe any claims of the '038 Patent. Cisco denies the remaining allegations of paragraph 41 of the First Amended Complaint.

COUNT III
PATENT INFRINGEMENT OF THE '264 PATENT

42. Plaintiff restates and realleges the preceding paragraphs of this Complaint, which are incorporated by reference as if fully restated herein.

Response: Cisco incorporates and realleges its responses above.

43. Defendant, under 35 U.S.C. § 271(a), directly, literally, and/or under the doctrine of equivalents infringed one or more claims of the '264 patent, by making, using, testing, selling, offering for sale and/or importing into the United States Defendant's Accused Products.

Response: Cisco denies that it infringes any claims of the '264 Patent. Cisco denies the remaining allegations in paragraph 43 of the First Amended Complaint.

44. Defendant caused QC irreparable injury and damage by infringing one or more claims of the '264 patent.

Response: Cisco denies that it infringes any claims of the '264 Patent. Cisco denies the remaining allegations in paragraph 44 of the First Amended Complaint.

45. Representative claim chart attached hereto as Exhibit H describes how the elements of an exemplary claim of the '264 patent is infringed by one or more of the Accused Products. This provides details regarding only one example of Defendant's infringement, and only as to a single patent claim, and Plaintiff reserves its right to provide greater detail and scope via its Infringement Contentions at the time required under this Court's scheduling order and as rightfully supplemented after discovery has been obtained.

Response: Cisco admits that Exhibit H is a document that quotes claim language from the '264 Patent and quotes some public documents. Cisco denies that any of its products infringe any claims of the '264 Patent. Cisco denies the remaining allegations of paragraph 45 of the First Amended Complaint.

COUNT IV
PATENT INFRINGEMENT OF THE '859 PATENT

46. Plaintiff restates and realleges the preceding paragraphs of this Complaint, which are incorporated by reference as if fully restated herein.

Response: Cisco incorporates and realleges its responses above.

47. Defendant, under 35 U.S.C. § 271(a), directly, literally, and/or under the doctrine of equivalents infringed one or more claims of the '859 patent, by making, using, testing, selling, offering for sale and/or importing into the United States Defendant's Accused Products.

Response: Cisco denies that it infringes any claims of the '859 Patent. Cisco denies the remaining allegations in paragraph 47 of the First Amended Complaint.

48. Defendant caused QC irreparable injury and damage by infringing one or more claims of the '859 patent.

Response: Cisco denies that it infringes any claims of the '859 Patent. Cisco denies the remaining allegations in paragraph 48 of the First Amended Complaint.

49. Representative claim chart attached hereto as Exhibit I describes how the elements of an exemplary claim of the '859 patent is infringed by one or more of the Accused Products. This provides details regarding only one example of Defendant's infringement, and only as to a single patent claim, and Plaintiff reserves its right to provide greater detail and scope via its Infringement Contentions at the time required under this Court's scheduling order and as rightfully supplemented after discovery has been obtained.

Response: Cisco admits that Exhibit I is a document that quotes claim language from the '859 Patent and quotes some public documents. Cisco denies that any of its products infringe

any claims of the '859 Patent. Cisco denies the remaining allegations of paragraph 49 of the First Amended Complaint.

COUNT IV
PATENT INFRINGEMENT OF THE '859 PATENT

50. Plaintiff restates and realleges the preceding paragraphs of this Complaint, which are incorporated by reference as if fully restated herein.

Response: Cisco incorporates and realleges its responses above.

51. Defendant has, under 35 U.S.C. § 271(a), directly infringed, and continues to directly infringe, literally and/or under the doctrine of equivalents one or more claims of the '399 patent, by making, using, testing, selling, offering for sale and/or importing into the United States Defendant's Accused Products.

Response: Cisco denies that it infringes any claims of the '399 Patent. Cisco denies the remaining allegations in paragraph 51 of the First Amended Complaint.

52. Defendant has caused and will continue to cause QC irreparable injury and damage by infringing one or more claims of the '399 patent. QC will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until Defendant is enjoined from infringing the claims of the '399 patent.

Response: Cisco denies that it infringes any claims of the '399 Patent. Cisco denies the remaining allegations in paragraph 52 of the First Amended Complaint.

53. Defendant's infringement of the '399 patent has been willful since the date of the Original Complaint and merits increased damages.

Response: Cisco denies that it infringes any claims of the '399 Patent. Cisco denies the remaining allegations in paragraph 53 of the First Amended Complaint.

54. Representative claim chart attached hereto as Exhibit J describes how the elements of an exemplary claim from the '399 patent is infringed by one or more of the Accused Products. This provides details regarding only one example of Defendant's infringement, and only as to a single patent claim, and Plaintiff reserves its right to provide greater detail and scope via its Infringement Contentions at the time required under this Court's scheduling order and as rightfully supplemented after discovery has been obtained.

Response: Cisco admits that Exhibits J is a document that quotes claim language from the '399 Patent and quotes some public documentation. Cisco denies that any of its products infringe any claims of the '399 Patent. Cisco denies the remaining allegations of paragraph 54 of the First Amended Complaint.

PRAYER FOR RELIEF

Cisco denies that QC is entitled to any relief, either as prayed for in its First Amended Complaint or otherwise.

GENERAL DENIAL

Cisco denies infringement of any claim of the Patents-in-Suit, denies that any claims of the Patents-in-Suit are valid, and denies that QC is entitled to the relief requested or any other relief. Cisco further denies each and every allegation contained in the First Amended Complaint to which Cisco has not specifically admitted, denied, or otherwise responded to herein. Any admitted factual allegation is admitted only as to the specific admitted fact(s), and not as to any purported conclusion, characterization, implication, or speculation that may follow from the fact(s) as admitted.

CISCO'S DEFENSES

Cisco asserts the following defenses in response to the allegations of QC's First Amended Complaint, undertaking the burden of proof only as to those defenses deemed affirmative defenses by law, regardless of how such defenses are denominated herein. Cisco reserves the right to assert any additional defenses as they become known during the course of this action or to the extent they are not otherwise deemed affirmative defenses by law.

First Defense: Non-Infringement

Cisco does not infringe and has not infringed, any valid and enforceable claim of the '943 Patent, the '038 Patent, the '264 Patent, the '859 Patent, or the '399 Patent (collectively, "the

Patents-in-Suit”). More information regarding Cisco’s First Defense can be found in Cisco’s forthcoming expert reports.

Second Defense: Patent Invalidity

QC’s purported claims for infringement of the Patents-in-Suit are barred because every claim of the Patents-in-Suit is invalid for failing to comply with the requirements of Title 35 of the United States Code, including at least §§ 101, 102, 103, and/or 112. More information regarding Cisco’s Second Defense can be found in Cisco’s forthcoming expert reports.

Third Defense: Limitation on Damages And Other Relief

QC’s claims for relief are barred, in whole or in part, by operation of the applicable statutes that limit damages and other relief, including but not limited to, 35 U.S.C. §§ 286, 287, and 288. More information regarding Cisco’s Third Defense can be found in Cisco’s forthcoming expert reports.

Fourth Defense: Government Sales

QC’s claims are barred by 28 U.S.C. § 1498 to the extent they relate to use or manufacture of the alleged inventions of the Patents-in-Suit by or for the United States. More information regarding Cisco’s Fourth Defense can be found in Cisco’s forthcoming expert reports.

Fifth Defense: Equitable Doctrine

QC’s claims are barred, in whole or in part, by the doctrines of waiver, acquiescence, laches, estoppel, implied license, patent misuse, and/or unclean hands. More information regarding Cisco’s Fifth Defense can be found in Cisco’s forthcoming expert reports.

Sixth Defense: Prosecution History Estoppel and Ensnarement

QC is estopped based on amendments, statements, representations, and admissions made during prosecution of the applications that led to the Patents-in-Suit, and applications related to

the Patents-in-Suit, from asserting any interpretation of the claims of the Patents-in-Suit that would be broad enough to cover any of Cisco's products or methods alleged to infringe the Patents-in-Suit, including assertions under the doctrine of equivalents. Additionally, QC's claims for patent infringement under the doctrine of equivalents are precluded, in whole or in part, by the doctrine of ensnarement. More information regarding Cisco's Sixth Defense can be found in Cisco's forthcoming expert reports.

Seventh Defense: No Injunctive Relief

QC is not entitled to any form of injunctive relief at least because QC has not met the requirements for obtaining injunctive relief, including, but not limited to the fact that QC has not suffered and will not suffer irreparable harm due to Cisco's conduct and has an adequate remedy at law. QC's claims for injunctive relief are barred, in whole, or in part, by the doctrines of laches and/or unclean hands. More information regarding Cisco's Seventh Defense can be found in Cisco's forthcoming expert reports.

Eighth Defense: No Willful Infringement

QC is not entitled to enhanced or increased damages for willful infringement because Cisco has not engaged in any conduct that meets the standard for willful infringement. More information regarding Cisco's Eighth Defense can be found in Cisco's forthcoming expert reports.

Ninth Defense: License

QC's claims for patent infringement are precluded in whole or in part by express and/or implied license(s) and/or agreement(s) regarding the Patents-in-Suit. For example, QC's claims are precluded in whole or in part by express and/or implied license(s) and/or agreement(s) to the extent that any of the allegedly infringing products or conduct is directly or indirectly subject to rights granted to Cisco or another entity to practice the patents based on participation in a

standards-setting organization. More information regarding Cisco's Ninth Defense can be found in Cisco's forthcoming expert reports.

Tenth Defense: Reverse Doctrine Of Equivalents

No relief is available to QC because, other things, use of the accused technology is substantially different in principle from the purported inventions described in the Patents-in-Suit, such that even if the accused technology performs the same function as the claims in the Patents-in-Suit, it does so in a substantially different way, and QC cannot sustain its burden of proving otherwise, under the reverse doctrine of equivalents. In addition, the accused technology is antithetical in function, way, and result from the alleged inventions disclosed in the Patents-in-Suit, and QC cannot sustain its burden of proving otherwise, under the reverse doctrine of equivalents. More information regarding Cisco's Tenth Defense can be found in Cisco's forthcoming expert reports.

PRAYER FOR RELIEF

WHEREFORE, Cisco prays for judgment as follows:

- A. Dismissal with prejudice of QC's First Amended Complaint in its entirety;
- B. Denial of all remedies sought by QC in the First Amended Complaint;
- C. A finding that this case is exceptional under 35 U.S.C. § 285 and/or other applicable laws, and awarding Cisco its fees, costs, expenses, and disbursements in this action, including reasonable attorneys' fees; and
- D. Grant such other and additional relief to Cisco as this Court deems just and proper.

JURY DEMAND

Cisco hereby demands a trial by jury on all issues so triable.

Dated: April 24, 2025

By: /s/ Shaun W. Hassett with permission
for Tamir Packin

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