

**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-01074-RWS-RSP

JURY TRIAL DEMANDED

DEFENDANT’S FIRST SET OF INTERROGATORIES TO PLAINTIFF (NOS. 1-18)

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant Cisco Systems, Inc. (“Cisco”) hereby requests that Plaintiff Quicker Connections LLC (“QC” or “Plaintiff”) answer the following interrogatories in accordance with the definitions and instructions below. The requested answers must be provided within thirty (30) days of the service of these interrogatories, or at such other time as may be mutually agreed upon in writing by counsel for the parties.

DEFINITIONS AND INSTRUCTIONS

The following definitions and instructions supplement those contained in the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Eastern District of Texas, which are incorporated herein by reference. In addition to the definitions and instructions contained in these documents, the following definitions and instructions apply to these interrogatories.

1. As used herein, “Defendant” or “Cisco Systems, Inc.” means Cisco Systems, Inc.

2. As used herein, “Plaintiff” or “QC” means Quicker Connections LLC and all of its predecessors (merged, acquired, or otherwise), successors, subsidiaries, parents, sisters, divisions, departments, partnerships, and affiliates thereof, and all of their officers, directors, principals, agents, employees, attorneys, and other persons acting on their behalf.

3. As used herein, “Orckit IP” means Orckit IP LLC and all of its predecessors (merged, acquired, or otherwise), successors, subsidiaries, parents, sisters, divisions, departments, partnerships, and affiliates thereof, and all of their officers, directors, principals, agents, employees, attorneys, and other persons acting on their behalf.

4. As used herein, “Orckit Communications” means Orckit Communications Ltd. and all of its predecessors (merged, acquired, or otherwise), successors, subsidiaries, parents, sisters, divisions, departments, partnerships, and affiliates thereof, and all of their officers, directors, principals, agents, employees, attorneys, and other persons acting on their behalf, including, but not limited to, Orckit-Corrigent Ltd. and Corrigent Systems, Ltd.

5. As used herein, “Suca” means Suca Ltd., and all of its predecessors (merged, acquired, or otherwise), successors, subsidiaries, parents, sisters, divisions, departments, partnerships, and affiliates thereof, and all of their officers, directors, principals, agents, employees, attorneys, and other persons acting on their behalf.

6. As used herein, “Patents-in-Suit” means all patents asserted by QC against Cisco in this action, *i.e.* (i) U.S. Patent No. 6,822,943; (ii) U.S. Patent No. 6,834,038; (iii) U.S. Patent No. 7,054,264; (iv) U.S. Patent No. 7,061,859; and (v) U.S. Patent No. 7,483,399.

7. As used herein, the term “’943 Patent” shall refer to U.S. Patent No. 6,822,943.

8. As used herein, the term “’038 Patent” shall refer to U.S. Patent No. 6,834,038.

9. As used herein, the term “’264 Patent” shall refer to U.S. Patent No. 7,054,264.

10. As used herein, the term “‘859 Patent” shall refer to U.S. Patent No. 7,061,859.
11. As used herein, the term “‘399 Patent” shall refer to U.S. Patent No. 7,482,399.
12. As used herein, “May Patents” means the entity listed as the correspondent within the USPTO for the Patents-in-Suit, and all of its predecessors (merged, acquired, or otherwise), successors, subsidiaries, parents, sisters, divisions, departments, partnerships, and affiliates thereof, and all of their officers, directors, principals, agents, employees, attorneys, and other persons acting on their behalf.
13. As used herein, “Accused Instrumentality” means each apparatus, product, device, process, method, act, or other instrumentality that QC has identified in QC’s Disclosure Of Asserted Claims And Infringement Contentions: CGP-OLT-8T; CGP-OLT-16T; CGP-ONT-1P; CGP-ONT-4P; CGP-ONT-4PV; CGP-ONT-4PVC; CGP-ONT-4TVCW; NCS 2000; NCS 2006; GE_XP; 10GE_XP; 10GE_XPE; GE_XPE; ONS 15454 MSPP; and ONS 15600 MSSP.
14. As used herein, “Related Patent” means any parent, child or other ancestral U.S. or foreign patent or application related in any way to one or more of the Patents-in-Suit, including, but not limited to, any continuation, continuation-in-part, divisional, file-wrapper continuation, reexamination proceeding, reissue, abandoned application, foreign counterpart, any patent or application that is terminally disclaimed a Patent-in-Suit or to which a Patent-in-Suit is terminally disclaimed, or any patent or application that claims priority to any application in the chain of applications that ultimately issued as a Patent-In-Suit.
15. As used herein, “Prior Art” has the same meaning as used in 35 U.S.C. § 101 *et seq.*, and includes any patent, printed publication, knowledge, use, sale, offer for sale, or other act or event defined in 35 U.S.C. § 102, taken singly or in combination.

16. As used herein, “Communication” means any transmission of information by one or more persons and/or between two or more persons by any means, including telephone conversations, letters, facsimiles, instant messages, electronic mail, Internet postings, other computer linkups, written memoranda, and face-to-face conversations.

17. As used herein, “Document” shall have the full meaning ascribed to it by the Federal Rules of Civil Procedure and includes the original and every non-identical copy or reproduction in the possession, custody, or control of QC, and further is used in a broad sense to refer to any electronic information or any tangible object or thing that contains, conveys, or records information.

18. As used herein, “Person” means any natural person or any business, legal, or governmental entity or association.

19. As used herein, “include” and “including” shall be construed to mean “without limitation,” so as to give the broadest possible meaning to interrogatories and definitions containing those words.

20. As used herein, “and” and “or” shall be construed conjunctively and disjunctively so as to acquire the broadest meaning possible.

21. As used herein, “any” and “all” shall each be construed to mean “each and every,” so as to acquire the broadest meaning possible.

22. As used herein, the singular of any word shall include the plural, and the plural shall include the singular.

23. As used herein, “related” or “relating” to any given subject means, without limitation, identifying, describing, discussing, concerning, assessing, stating, reflecting,

constituting, containing, embodying, tending to support or refute, or referring directly or indirectly to, in any way, the particular subject matter identified.

24. As used herein, “identify” as applied to a Document shall mean to specify: (a) the type of the document (*i.e.*, whether it is a letter, memorandum, e-mail, etc.); (b) the document’s title and general subject matter; (c) the number of pages of the document; (d) the date the document was prepared; (e) the name of each and every author, addressee, distributor, and recipient of the document; (f) the date each distributor distributed the document and the date each recipient received the document; and (g) the name of each Person that has or had possession, custody, or control of the document.

25. As used herein, “identify” as applied to an event means to provide a description of the event, the date of the event, the location of the event, and the individuals and entities participating in the event.

26. As used herein, “identify” as applied to factual or legal bases means to state in detail each and every fact, and each and every legal proposition or interpretation, upon which a belief or contention is based, and identify all Documents, Persons, and events that support that belief or contention.

27. As used herein, “identify” as applied to a product means to state the product name, product type, product number (for those products with product numbers), model number (for those products with model numbers), marketing name, sales name, internal development name, version (for those products with versions), manufacturer, supplier, and any other designation known to QC.

28. As used herein, “identify” as applied to a Person shall mean to specify the full name, present or last-known address and telephone number, and when referring to a natural person, the person’s present or last-known employer or business affiliation, and position or job description.

29. If QC elects to avail itself of the procedure authorized by Rule 33(d) of the Federal Rules of Civil Procedure for answering any interrogatory, QC should specify the particular Documents (by production number) relating to the subject matter of that interrogatory, and the author and the date of preparation of each such Document if such information is not apparent or is incorrectly or incompletely disclosed on the face of the Document(s).

30. If, after conducting a reasonable investigation, a full answer cannot be provided for any interrogatory, state that is the case and answer to the fullest extent possible, stating what responsive Documents or information are available, what Documents or information cannot be provided, why the Documents or information are unavailable, and what efforts were made to obtain the unavailable Documents or information.

31. These interrogatories shall be deemed continuing, and supplemental responses must be timely provided as additional information becomes available, pursuant to Rule 26(e) of the Federal Rules of Civil Procedure.

32. As used herein, “this Action” means the action titled *Quicker Connections LLC v. Cisco Systems, Inc.*, Case No. 2:24-cv-01074-JRG in the United States District Court for the Eastern District of Texas.

INTERROGATORIES

INTERROGATORY NO. 1:

Separately, for each asserted claim of each Patent-in-Suit, identify where, when, how, and by whom the subject matter described by that claim was first conceived, actually reduced to practice (including any actual embodiment of each asserted claim that was actually reduced to practice), constructively reduced to practice, and all Documents, ESI and things referring or relating to the conception and reduction to practice, including all corroborating evidence of conception and reduction to practice for each claim that QC contends has a priority date earlier than the non-provisional filing date of that claim's Patent-in-Suit.

INTERROGATORY NO. 2:

State the inventive contribution of each named inventor with respect to each asserted claim of each Patent-in-Suit and identify all Documents, ESI and things referring or relating thereto, including but not limited to records of invention, lab notebooks (and other such information), assignment obligations and agreements of the inventors, records, and data.

INTERROGATORY NO. 3:

Separately, for each asserted claim of each Patent-in-Suit, identify and describe in detail all facts and circumstances related to the earliest making, using, selling, offering for sale, and disclosure of the alleged inventions recited in the claims, including without limitation: the first manufacture of the claimed invention; the first use of the claimed invention; the first public use of the claimed invention; the first offer for sale of the claimed invention; the first sale of the claimed invention; the first public disclosure; and the first disclosure to any other Person other than an inventor of such patent.

INTERROGATORY NO. 4:

Separately, for each Patent-in-Suit, identify every device, ever used, made, sold, or offered for sale in the United States, or imported into the United States, by QC or any past owners or licensees of the Patents-in-Suit, that falls within the scope of any claim of any Patent-in-Suit, and identify the complete factual and legal basis for any contention that such device was marked in compliance with 35 U.S.C. § 287, including the time periods during which each device was sold, whether (and if so, how) each device was marked with the patent number of any of the Patents-in-Suit, the time periods during which such marking occurred, the identity of all Documents that relate to such marking and Persons knowledgeable about such marking, and any other evidence QC intends to rely upon to show that QC or any past owners or licensees of the Patents-in-Suit have complied with the marking provisions of 35 U.S.C. § 287.

INTERROGATORY NO. 5:

State in detail the factual bases for and any evidence that supports QC's contention "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," and explain in detail the investigation that QC completed to come to this conclusion.

INTERROGATORY NO. 6:

Identify and describe in detail every valuation (including without limitation any written, oral, draft, or final assessment, appraisal, tax valuation, or other indicia of value) relating, in whole or in part, to QC, the Patents-in-Suit, or any patent portfolio that contained one or more of the Patents-in-Suit, and for each such valuation, describe in detail all results and/or conclusions thereof, identify every Person involved in the valuation, the date of the valuation, all factors relied

upon in generating the valuation, and the production numbers of all Documents related to the valuation.

INTERROGATORY NO. 7:

Separately, for each Patent-in-Suit, describe in detail each Prior Art, patentability, novelty, validity, enforceability, and/or infringement search, study, evaluation, opinion, or investigation (including any pre-suit investigation pertaining to this Action), that QC or any past owner of the Patents-in-Suit performed or received, including without limitation, an identification of every Person or entity that supervised, assisted, participated in, or provided information concerning the search, study, evaluation, opinion, or investigation; an identification of all Documents and things reviewed or relied upon in connection with the search, study, evaluation, opinion, or investigation; a detailed description of all results and/or conclusions thereof; and an identification of any Person to whom those results and/or conclusions were communicated.

INTERROGATORY NO. 8:

Separately, for each of the Patents-in-Suit, identify each instance in which QC communicated with any Person or entity about any assignment, transfer, option, or license related to any of the Patents-in-Suit, the details of such Communication, including, for example, the consideration, licensing rates or payments discussed, the identity of each Person involved in the Communication, and the identity of all Documents reflecting such Communications and any agreements resulting from those Communications.

INTERROGATORY NO. 9:

Identify all agreements that provide any current, future, or past rights to the Patents-in-Suit—including but not limited to any assignments, settlement agreements, releases, or covenants not to sue—and for each agreement, identify (i) the parties to the agreement, (ii) its term, (iii)

whether calculation of the consideration was based upon the utilization of a royalty rate and royalty base and, if so, the details supporting such calculation, (iv) whether the consideration paid was a lump sum or running royalty, (v) any payments made and/or due under the agreement, (vi) the products covered by the agreement, (vii) the patents and/or other intellectual property subject to the agreement, (viii) whether there were any agreements entered into between the parties that allegedly cover the same or similar subject matter, (ix) any statements concerning the reasons for entering into such a settlement, and (x) the Persons most knowledgeable about the license.

INTERROGATORY NO. 10:

For each Accused Instrumentality, separately identify for each asserted claim of each Patent-in-Suit every standard and publicly known protocol (or any portion thereof) that QC contends is covered by any asserted claim of any of the Patents-in-Suit and identify the date and circumstances under which QC first became aware of each such standard and/or publicly known protocol, and the dates and circumstances concerning any membership, participation, involvement in any standard-setting organization for such standard and/or publicly known protocol by QC, any past owner of one or more of the Patents-in-Suit, or any named inventor of one or more of the Patents-in-Suit.

INTERROGATORY NO. 11:

Identify any other corporate entity that is related to QC and describe in detail their relationship, including, but not limited to, any past or present affiliates, subsidiaries, divisions, parents, joint ventures, partnership, limited partnerships, and common employees and/or directors.

INTERROGATORY NO. 12:

Describe in detail the relationship between QC, Orckit Communications Ltd., Corrigent Systems Ltd., Orckit-Corrigent Ltd., Orckit IP, Suca, May Patents, and IP Litfin US 2024 LLC, including whether they share any owners, directors, officers, employees, or financial accounts.

INTERROGATORY NO. 13:

Describe in detail the financial and/or ownership interest that QC, Orckit Communications Ltd., Corrigent Systems Ltd., Orckit-Corrigent Ltd., Orckit IP, Suca, and IP Litfin US 2024 LLC, have in the Patents-in-Suit, including the share of proceeds each party stands to gain from a lawsuit and/or licensing campaign and/or enforcement campaign that results in QC receiving any money.

INTERROGATORY NO. 14:

State in detail the factual and legal bases for QC's contention that this is an exceptional case and/or that QC is entitled to attorney fees under 35 U.S.C. § 285, state each fact which relates to or supports QC's contentions, and identify the Documents that support QC's contentions and the Person most knowledgeable about the information requested in this Interrogatory.

INTERROGATORY NO. 15:

Identify the complete factual and legal bases for the contention that Cisco has willfully infringed the '399 since the date of the Original Complaint (Dkt. 1), including without limitation: (1) a detailed explanation of how and why QC contends that Cisco has willfully infringed each claim; (2) a detailed explanation of how and when QC contends that Defendant was put on notice of QC's assertions of infringement for each Accused Instrumentality; and (3) all Documents, things, and Persons on which QC relies to support its contention.

INTERROGATORY NO. 16:

For each Accused Instrumentality, identify the circumstances, dates, all Persons involved with, and all Documents relating to QC's awareness of each Accused Instrumentality and Cisco's alleged infringement related to that Accused Instrumentality, including the first date upon which QC became aware of the existence of that instrumentality, the first date upon which QC believed that Cisco infringed one of the Patents-in-Suit due to that Accused Instrumentality, and every instance in which QC purchased, took possession of, reviewed, analyzed, examined, inspected, or handled any Accused Instrumentality.

INTERROGATORY NO. 17:

Describe any litigation funding agreement or other agreement that creates a financial interest in the subject matter in controversy or in a party to the proceeding or any other kind of interest that could be substantially affected by the outcome of the proceeding; the identity of any third parties to such an agreement, including their name, address, and, if a legal entity, place of formation; the terms of any such agreement, including whether any third party has authority to make litigation or settlement decisions in the action, and if yes, the terms and conditions governing that authority; a brief description of the nature of the financial interest of the third party; and the dates when such agreement was executed and when it expires or terminates.

INTERROGATORY NO. 18:

Describe in detail the financial relationship and history between Orckit Communications, the Israeli Ministry of Science, Technology and Space ("IMSTS") (formerly known as the Office of the Chief Scientist, or OCS), and Orckit IP, including any funding that the IMSTS provided to Orckit-Corrigent, any obligations that Orckit Communications had to the IMSTS with respect to future patent royalties, Orckit Communications divestiture of patents to Orckit IP to absolve Orckit

IP of such obligations, Orckit Communications' representations to the IMSTS that Orckit IP was run by non-Israeli personnel, Israeli citizen Yehuda Binder returning to Orckit IP, and Orckit Communications' failure to inform the IMSTS that Orckit IP now had Israeli officers.

Dated: June 5, 2025

Respectfully submitted,

/s/ Deborah J. Mariottini

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that counsel of record who are deemed to have consented to electronic service are being served with a copy of **DEFENDANT CISCO'S FIRST SET OF INTERROGATORIES TO PLAINTIFF**, *via* email on this the 5th day of June, 2025.

/s/ Deborah J. Mariottini

Deborah J. Mariottini