

EX 1007

1 Thomas N. Millikan, Bar No. 234430
TMillikan@perkinscoie.com
2 Joseph P. Reid, Bar No. 211082
JReid@perkinscoie.com
3 PERKINS COIE LLP
11452 El Camino Real, Suite 300
4 San Diego, CA 92130-2080
Telephone: 858.720.5700
5 Facsimile: 858.720.5799

6 Andrew N. Klein, Bar No. 300221
AKlein@perkinscoie.com
7 PERKINS COIE LLP
3150 Porter Drive
8 Palo Alto, CA 94304-1212
Telephone: 650.838.4300
9 Facsimile: 650.838.4350

10 *Attorneys for Plaintiff*
Netskope, Inc.

11
12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**

14
15 NETSKOPE, INC.,

16 Plaintiff,

17 v.

18 FORTINET, INC.,

19 Defendant.

Case No. 3:25-cv-2360

**COMPLAINT FOR PATENT
INFRINGEMENT**

JURY TRIAL DEMANDED

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**COMPLAINT FOR PATENT
INFRINGEMENT**

1 Plaintiff Netskope, Inc. (“Plaintiff” or “Netskope”) brings this action for patent
2 infringement alleging that Defendant Fortinet, Inc. (“Fortinet”) infringes U.S. Patent Nos. 8,356,336
3 (the “’336 Patent”), 8,543,710 (the “’710 Patent”), 8,117,639 (the “’639 Patent”), 8,224,983 (the
4 “’983 Patent”), 8,327,426 (the “’426 Patent”), 7,593,936 (the “’936 Patent”), 8,397,282 (the “’282
5 Patent”), 8,661,153 (the “’153 Patent”), and 8,635,697 (the “’697 Patent”) (collectively
6 “Netskope’s Patents”). In support of this action, Netskope, by and through its attorneys, alleges as
7 follows:

8 **BACKGROUND**

9 **I. Fortinet Repeatedly Bullied Netskope with Threats of Patent Infringement, Forcing 10 Netskope to Defend Itself.**

11 1. Because of Fortinet’s repeated threats of litigation and steadfast refusal to provide
12 support for its accusations of patent infringement, Netskope had no viable alternative but to bring
13 a declaratory judgment action in this district. *See Netskope, Inc. v. Fortinet, Inc.*, NDCA-3-22-
14 cv-01852 (“Netskope’s Declaratory Judgement Action”).

15 2. For months, Fortinet repeatedly threatened to sue Netskope for patent infringement.
16 During that time, Netskope repeatedly requested the basis for Fortinet’s threats and support for its
17 exorbitant settlement demands. At every turn, Fortinet flatly refused Netskope’s requests for this
18 basic information.

19 3. Specifically, Fortinet was unwilling to identify the individual patent claims it thinks
20 Netskope infringes, the specific Netskope products it believes are infringing, or to provide
21 infringement charts illustrating its infringement allegations.

22 4. Similarly, Fortinet refused to provide any evidence or calculations to support its
23 demand for \$100 million in damages.

24 5. Despite Fortinet’s bad-faith negotiation techniques and unreasonable financial
25 demands, Netskope tried for months to find common ground for a reasonable business resolution.
26 Taken together, Netskope made at least four overtures to Fortinet attempting to conduct a good-
27 faith dialogue, yet those efforts were met with nothing but silence and stonewalling.
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6. As it became clearer that Fortinet's negotiations were merely a pretext to bully Netskope—as Fortinet did to other companies in the past—Netskope realized it had no choice remaining but to bring a lawsuit to protect its customers, company, and investors. Accordingly, on March 24, 2022, Netskope filed a complaint seeking a declaratory judgment that it did not infringe the patents Fortinet had threatened it with.

7. During Netskope's Declaratory Judgement Action, Netskope discovered that Fortinet infringed several of Netskope's Patents. Netskope filed a motion to supplement its declaratory judgement complaint to add claims for Fortinet's infringement of Netskope's Patents.

8. On February 3, 2025, the Court denied Netskope's Motion to Supplement.

9. With no other option, Netskope now files this separate complaint against Fortinet for infringing Netskope's Patents.

II. Netskope's Innovation in Cloud Security Has Made It a Market Leader Since 2012.

10. Netskope has been an innovator in cloud-security services since the company's inception in 2012.

11. While conventional network security devices (e.g., firewalls) existed at that time, those devices had become antiquated and were ill-suited as more applications and services moved to the cloud.

12. Recognizing this growing and unfulfilled market, Netskope worked to develop a comprehensive, homegrown computer security platform that would help businesses manage and secure their applications and data in the cloud.

13. Netskope successfully released its first product in 2013 and has continued to innovate ever since. Today, Netskope's homegrown security platform offers a vast range of innovative cloud security, networking and analytics solutions.

14. As part of its cloud-security platform, Netskope offers services that include behavior analytics and data loss prevention (DLP) functionality.

15. Netskope's cloud-based behavior analytics service monitors and tracks user activity across cloud applications, services, and websites. Netskope's behavior analytics service provides companies with a helpful tool to detect and flag certain user behavior.

1 16. As another part of its innovative platform, Netskope offers cloud-based DLP
2 services. Those services help companies protect confidential information from loss, exfiltration,
3 and inadvertent public disclosure by identifying documents that contain confidential information
4 and handling them according to defined policies.

5 17. While other companies have started offering cloud-security services, Netskope
6 differentiates itself by offering a proven security platform that is data-centric, cloud-smart, and fast.

7 18. Because Netskope's products are visionary and high-quality, many innovative and
8 prominent companies, including Fortune 500 companies in multiple market verticals, use them.
9 Netskope's behavior analytics and DLP services are currently offered to and used by customers
10 who reside in the United States, including in this Judicial District.

11 19. The industry has praised Netskope and its visionary products for their excellence.
12 For example, Netskope has been recognized by Forbes on its list of the top 100 private cloud
13 companies and Gartner in its Magic Quadrant reports.

14 20. At the product level, the industry has praised Netskope's industry-leading work in
15 behavior analytics and data loss prevention. For example:

- 16 a. Business Intelligence Group recognized Netskope in the Data Protection—
17 Enterprise category for the 2020 Fortress Cyber Security Awards;
 - 18 b. Cyber Defense Magazine named Netskope a winner of two 2020 InfoSec Awards,
19 including a win in the category of Data Loss Prevention;
 - 20 c. The Cybersecurity Excellence Award was awarded to Netskope in the Data Leakage
21 Prevention category;
 - 22 d. Security Products selected Netskope's Cloud DLP services as the Product of the
23 Year; and
 - 24 e. CRN selected Netskope's Threat Protection Services as the Overall Winner for
25 Product of the Year.
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1 **III. Fortinet Is a Market Follower That Attempts to Buy Its Way into New Markets,**
2 **Including Cloud Security.**

3 21. While Netskope innovated its way into being a leader in cloud security, Fortinet has
4 tried to buy its way into cloud security after its firewall business began to fail.

5 22. Founded in 2000, Fortinet started in the now-antiquated field of physical firewalls.
6 By 2010, Fortinet faced headwinds due to waning demand for its products and services and
7 increased competition, among other things.¹

8 23. Fortinet also faced grave financial issues with its history of losses, potential inability
9 to maintain its short-term profitability, and threats to revenue growth.²

10 24. Fortinet explained that its trailing market position was due, in part, to a “network
11 security market [that] [was] rapidly evolving.”

12 25. Fortinet warned that “[i]f it [did] not quickly respond to the rapidly changing and
13 rigorous needs of [its] end-customers by developing and releasing and making available on a timely
14 basis new products and services or enhancements that [could] respond adequately to new security
15 threats, [its] competitive position and business prospects [would] be harmed.”³

16 26. To do so, Fortinet decided to “acquire additional businesses, products, or
17 technologies and intellectual property, such as patents,” to improve its trailing market position.⁴ In
18 other words, Fortinet planned to buy the innovations of others to remain competitive.

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26 ¹ Fortinet, Inc., Ann. Rep. (Form 10-K) (Mar. 5, 2010), 18 (available at
<https://investor.fortinet.com/node/13891/html>) (last visited Feb. 7, 2022).

27 ² *Id.*

28 ³ *Id.* at 33.

⁴ *Id.* at 32.

27. By all accounts, that is exactly what Fortinet did. Since 2010, Fortinet has acquired the innovations of at least thirteen companies, six of which were in cloud security: ZoneFox⁵, enSilo⁶, OPAQ⁷, Panopta⁸, ShieldX⁹, and CyberSponse.¹⁰

28. While Fortinet hoped its spending spree would vault it to the top of the cloud-security market, that has not occurred.

29. Fortinet's cloud application security broker (CASB) product is an example of its inability to buy its way to the top.

30. Fortinet first launched its CASB in 2017, several years after many leading innovators in the industry, including Netskope.¹¹

31. In addition to being late to market, Fortinet's CASB product lacked important features important to a well-performing CASB.

32. Unlike its competitors in the CASB market, Fortinet did not have a Zero Trust Network Access (ZTNA) cloud solution.

⁵ Michael Novinson, *Fortinet Buys Threat Analytics Startup ZoneFox To Fight Insider Threats*, THE CHANNEL COMPANY (Oct. 23, 2018), <https://www.crn.com/news/security/fortinet-buys-threat-analytics-startup-zonefox-to-fight-insider-threats>; Fortinet, *Fortinet Acquires ZoneFox* (Oct. 23, 2018), <https://www.fortinet.com/blog/business-and-technology/fortinet-acquires-zonefox>.

⁶ Charlie Osborne, *Fortinet acquires enSilo in endpoint security portfolio push*, ZDNET (Oct. 29, 2019), <https://www.zdnet.com/article/fortinet-acquires-ensilo-in-endpoint-security-portfolio-push/>; Michael Novinson, *Fortinet Buys Cybersecurity Startup enSilo To Boost Endpoint Defenses*, THE CHANNEL COMPANY (Oct. 28, 2019), <https://www.crn.com/news/security/fortinet-buys-cybersecurity-startup-ensilo-to-boost-endpoint-defenses>.

⁷ NetSec Editor, *Fortinet Acquires Cloud Security Startup Opaq*, NETSEC.NEWS (Jul. 21, 2020), <https://www.netsec.news/fortinet-acquires-cloud-security-startup-opaq/>.

⁸ Joe Panettieri, *Fortinet Acquires Panopta; MSSP Partners Gain Cybersecurity Network Monitoring*, MSSP ALERT (Dec. 8, 2020), <https://www.msspalert.com/investments/fortinet-acquires-panopta/>.

⁹ Michael Novinson, *Fortinet Acquires Cloud And Network Security Startup ShieldX*, THE CHANNEL COMPANY (Mar. 20, 2021), <https://www.crn.com/news/security/fortinet-acquires-cloud-and-network-security-startup-shieldx>.

¹⁰ Joe Panettieri, *Fortinet Acquires SOAR Provider CyberSponse: CEO Explains MSSP Partner Benefits*, MSSP ALERT (Dec. 12, 2019), <https://www.msspalert.com/investments/fortinet-buys-cybersponse/>.

¹¹ See Jessica Lyons Hardcastle, *Fortinet Buys Opaq, Claims First Complete SASE Stack*, SDXCENTRAL (July 21, 2020), <https://www.sdxcentral.com/articles/news/fortinet-buys-opaq-claims-first-complete-sase-stack/2020/07/>.

33. Rather than developing a ZTNA cloud solution internally, Fortinet acquired OPAQ and its ZTNA cloud solution to enhance Fortinet's existing Secure Access Service Edge cloud-security platform.

34. But even after buying the innovations of OPAQ, Fortinet's CASB product did not rise to the top of the market. In Gartner's October 2020 Magic Quadrant for CASBs (shown below), Fortinet is not even mentioned:

Figure 1: Magic Quadrant for Cloud Access Security Brokers



Source: Gartner (October 2020)

35. Netskope, on the other hand, is identified as a market leader.

36. Fortinet is a market follower in other areas. For example, Fortinet is not mentioned in Gartner's February 2022 Magic Quadrant for Security Service Edge (shown below).

Figure 1: Magic Quadrant for Security Service Edge



Source: Gartner (February 2022)

37. Netskope is again identified as a market leader.

38. In addition to products, Fortinet also buys other companies' patents. As of December 31, 2009, for example, Fortinet had only 40 issued patents in its portfolio.¹² Even at that point, Fortinet publicly conceded that it "purchased most of [its] issued U.S. patents and many of [its] pending U.S. patent applications from other entities."¹³

IV. When Buying its Way into Cloud Security Failed, Fortinet Turned to Bullying.

39. After buying its way into a new market, Fortinet transitions to displacing incumbent market innovators through bullying and aggression. Specifically, using its size, imposing patent

¹² Fortinet, Inc., Ann. Rep. (Form 10-K) (Mar. 5, 2010), 14 (available at <https://investor.fortinet.com/node/13891/html>) (last visited Feb. 7, 2022).

¹³ *Id.*

1 portfolio, and threats of litigation, Fortinet tries to bully smaller market innovators into paying an
 2 exorbitant royalty for a license to Fortinet's patent portfolio. If innovators resist, Fortinet sues them
 3 to force compliance.

4 40. Fortinet has used this strategy before, most recently in its litigation with Forescout.¹⁴

5 41. As Forescout has explained,¹⁵ less than one month before Fortinet first contacted
 6 Forescout, Forescout publicly announced a major acquisition that would have helped its position in
 7 the market.¹⁶

8 42. Realizing the potential leverage it could gain by threatening the acquisition, Fortinet
 9 sent Forescout a letter accusing it of patent infringement and demanding that it license Fortinet's
 10 patent portfolio.¹⁷

11 43. In response, Forescout asked for more information to assess Fortinet's claim,
 12 including an identification of the allegedly infringed patents. But, rather than engage Forescout in
 13 good faith, Fortinet deployed a series of strategic maneuvers to increase its leverage over Forescout.

14 44. To begin, Fortinet refused to identify the specific patents Forescout allegedly
 15 infringed or provide any evidence of infringement.¹⁸ Rather, Fortinet justified its licensing demand
 16 by referencing Forescout's "well-capitalized acquirer."¹⁹ This information asymmetry deprived
 17 Forescout of any ability to assess Fortinet's infringement allegation.

18 45. Next, Fortinet initiated strategic litigation against Forescout. One business day
 19 before Forescout was set to close its acquisition, Fortinet sued Forescout for infringing three patents
 20 Fortinet had never identified to Forescout.²⁰ Fortinet's complaint contained express reference to
 21 Forescout being acquired.²¹

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 23 ¹⁴ *Fortinet, Inc. v. Forescout Technologies, Inc.*, No. 3:20-cv-03343 (N.D. Cal. May 15, 2020).

24 ¹⁵ Answer to Am. Compl., and Countercl. against Pl. Fortinet, Inc., ¶ 137, *Fortinet, Inc. v.*
 25 *Forescout Technologies, Inc.*, No. 3:20-cv-03343, Dkt. No. 107 (N.D. Cal. July 6, 2021).

26 ¹⁶ *Id.* at ¶¶ 135-136.

27 ¹⁷ *Id.* at ¶ 137.

28 ¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.* at ¶ 138, 141.

²¹ *Id.* at ¶ 139.

46. At the same time, Fortinet engaged in an aggressive, concerted public relations campaign. For example, Fortinet admits providing negative press statements to news outlets in order to disparage Forescout's reputation.²²

47. Fortinet also likely told Forescout's customers that Forescout's financial solvency was in doubt. For example, Fortinet circulated a sample email that could be sent to customers considering Forescout that exposed Forescout's supposed financial woes.

48. Fortinet's bullying strategy apparently worked. Immediately after Fortinet sued Forescout and smeared it in the press, Forescout's acquirer, Advent, announced it would no longer proceed with the acquisition.²³ And while Advent eventually acquired Forescout, it did so on terms much less favorable to Forescout.²⁴

49. In addition, potential and existing Forescout customers turned away from Forescout because of Fortinet's calculated maneuvers.²⁵

V. Fortinet Is Attempting to Deploy the Same Bullying Strategy Against Netskope.

50. Fortinet's approach with Netskope follows the pattern of behavior Fortinet displayed in the Forescout litigation.

51. On October 22, 2021, Fortinet sent Netskope a letter accusing Netskope of infringing three Fortinet patents: U.S. Patent Nos. 10,237,282; 9,225,734; and 11,032,301.

52. Fortinet's October 22, 2021 letter demanded that Netskope pay for a license to Fortinet's entire patent portfolio.

53. Fortinet's October 22, 2021 letter claimed that an unidentified "competitor [had] paid Fortinet nine figures for a limited term license" to its patent portfolio.²⁶

²² Resp. re 107 Answer to Am. Compl., Countercl., Answer, Affirmative Defenses, and Countercls., ¶ 142, *Fortinet, Inc. v. Forescout Technologies, Inc.*, No. 3:20-cv-03343, Dkt. No. 135 (N.D. Cal. Dec. 13, 2022).

²³ Answer to Am. Compl. and Countercl. against Pl. Fortinet, Inc., ¶ 144, *Fortinet, Inc. v. Forescout Technologies, Inc.*, No. 3:20-cv-03343, Dkt. No. 107 (N.D. Cal. July 6, 2021).

²⁴ *Id.* at ¶ 146.

²⁵ *Id.*

²⁶ The letter also contained irrelevant and incorrect allegations about employees leaving Fortinet to work for Netskope that Fortinet has since abandoned.

1 54. Fortinet's October 22, 2021 letter did not identify the patent claims that Fortinet
2 contended were infringed.

3 55. Fortinet's October 22, 2021 letter did not identify any allegedly infringing Netskope
4 products.

5 56. After the initial letter, the parties had a call on December 13, 2021.

6 57. During the December 13, 2021 call, Netskope indicated that Fortinet had not
7 provided information to allow Netskope to assess Fortinet's infringement allegations.

8 58. During the December 13, 2021 call, Netskope asked if Fortinet could provide
9 information to help the assessment, such as allegedly infringing products or a claims chart detailing
10 allegations.

11 59. During the December 13, 2021 call, Netskope asked Fortinet for the quantitative
12 basis for its financial demands.

13 60. During the December 13, 2021 call, Fortinet did not identify the claims it contended
14 Netskope infringed.

15 61. During the December 13, 2021 call, Fortinet did not to identify the Netskope
16 products it contended infringed.

17 62. During the December 13, 2021 call, Fortinet did not to provide a claim chart.

18 63. During the December 13, 2021 call, Fortinet did not provide any quantitative basis
19 for its financial demands.

20 64. Instead, during the December 13, 2021 call, Fortinet reiterated its licensing demand
21 for the entire Fortinet portfolio at a fee of \$100,000,000.

22 65. Fortinet wrote Netskope on December 16, 2021.

23 66. Fortinet's December 16, 2021 email claimed it was "under pressure to settle or
24 initiate a lawsuit ... if Netskope [didn't] reach final agreement soon to settle..."

25 67. Fortinet's December 16, 2021 email did not identify the patent claims that Fortinet
26 contended were infringed.

27 68. Fortinet's December 16, 2021 email did not identify any allegedly infringing
28 Netskope products.

1 69. Fortinet's December 16, 2021 email did not provide a claim chart.

2 70. Fortinet's December 16, 2021 email did not provide any quantitative basis for its
3 financial demands.

4 71. Netskope responded on December 17, 2021.

5 72. Netskope's December 17, 2021 email stated that Fortinet had only reiterated its
6 demand for a \$100 million payment without providing any evidence of infringement.

7 73. Netskope's December 17, 2021 email made clear that Netskope respects Fortinet's
8 intellectual property rights and was willing to pay what is appropriate.

9 74. Netskope's December 17, 2021 email stated that Netskope was not aware of any
10 infringement.

11 75. Netskope's December 17, 2021 email stated that none of the three patents identified
12 by Fortinet appeared relevant to Netskope.

13 76. Netskope's December 17, 2021 email offered to create a process to assess what
14 relevance, if any, Fortinet's patent portfolio had to Netskope's products.

15 77. Fortinet responded on December 23, 2021.

16 78. Fortinet's December 23, 2021 email did not identify the patent claims that Fortinet
17 contended were infringed.

18 79. Fortinet's December 23, 2021 email did not identify any allegedly infringing
19 Netskope products.

20 80. Fortinet's December 23, 2021 email did not provide a claim chart.

21 81. Fortinet's December 23, 2021 email did not provide any quantitative basis for
22 Fortinet's financial demands.

23 82. Rather, Fortinet merely responded: "Please let us know when we can expect a
24 specific response."

25 83. Fortinet emailed Netskope again on January 20, 2022.

26 84. Fortinet's January 20, 2022 email threatened Netskope with litigation.
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1 85. Fortinet's January 20, 2022 email demanded that by January 24 at 5 p.m. Pacific,
2 Netskope tell Fortinet whether Netskope would pay Fortinet \$100,000,000 for a limited term
3 license to Fortinet's portfolio.

4 86. Fortinet's January 20, 2022 email threatened to initiate litigation if Fortinet did not
5 receive a response from Netskope by its January 24 deadline.

6 87. Fortinet's January 20, 2022 email attached a draft complaint accusing Netskope of
7 patent infringement.

8 88. Neither Fortinet's January 20, 2022 email nor its draft complaint identified the
9 patent claims that Fortinet contended were infringed.

10 89. Neither Fortinet's January 20, 2022 email nor its draft complaint identified any
11 allegedly infringing Netskope products.

12 90. Neither Fortinet's January 20, 2022 email nor its draft complaint provided a claim
13 chart.

14 91. Neither Fortinet's January 20, 2022 email nor its draft complaint provide any
15 quantitative basis for Fortinet's financial demands.

16 92. Fortinet's January 20, 2022 draft complaint did not identify the patents Fortinet
17 contended were infringed.

18 93. Fortinet's January 20, 2022 draft complaint left placeholders for the allegedly
19 infringed patents and infringing Netskope products.

20 94. Netskope responded on January 21, 2022.

21 95. Netskope's January 21, 2022 email reiterated Netskope's commitment to respecting
22 Fortinet's intellectual property and paying a royalty, if appropriate.

23 96. Netskope's January 21, 2022 email reiterated that it was not aware of any
24 infringement by Netskope and that Fortinet had not offered any evidence of infringement.

25 97. Netskope's January 21, 2022 email noted that Fortinet had continued to deprive
26 Netskope of basic information to assess Fortinet's infringement accusation.

27 98. Netskope's January 21, 2022 email again asked for an identification of the patents
28 Fortinet believed Netskope was infringing.

1 99. Netskope's January 21, 2022 email again asked for the claims of each patent Fortinet
2 believed Netskope was infringing.

3 100. Netskope's January 21, 2022 email again asked for an identification of the allegedly
4 infringing Netskope products.

5 101. Netskope's January 21, 2022 email again asked for claim charts.

6 102. Netskope's January 21, 2022 email reiterated its commitment to a business
7 resolution.

8 103. Netskope's January 21, 2022 email proposed a business resolution in which
9 Netskope would consider licensing a subset of Fortinet's portfolio at an adjusted royalty rate.

10 104. Fortinet responded by email on January 21, 2022.

11 105. Fortinet's January 21, 2022 email rejected the specifics of Netskope's business
12 resolution.

13 106. Fortinet's January 21, 2022 email provided no counteroffer.

14 107. Fortinet's January 21, 2022 email threatened that Fortinet had even more patents it
15 could assert against Netskope, but did not identify those additional patents.

16 108. Fortinet's January 21, 2022 email did not identify the patent claims that Fortinet
17 contended were infringed.

18 109. Fortinet's January 21, 2022 email did not identify any allegedly infringing Netskope
19 products.

20 110. Fortinet's January 21, 2022 email did not provide a claim chart.

21 111. Fortinet's January 21, 2022 email did not provide any quantitative basis for
22 Fortinet's financial demands.

23 112. Netskope responded on February 7, 2022.

24 113. Netskope's February 7, 2022 email reiterated Netskope's commitment to licensing
25 any patents Netskope infringed based on an objective valuation of the patents.

26 114. Netskope's February 7, 2022 email also reiterated that Fortinet had not provided a
27 list of all the patents it contends Netskope infringes, the Netskope products it thinks are infringing
28 for each patent, and how much Fortinet believes a non-exclusive license to each patent to be worth.

1 115. Netskope's February 7, 2022 email made a simple request for a link to a web page
2 identifying the allegedly infringing product(s).

3 116. Netskope's February 7, 2022 email reiterated Netskope's commitment to a sensible
4 business resolution.

5 117. Fortinet responded on February 7, 2022.

6 118. Fortinet's February 7, 2022 email claimed that Fortinet had given Netskope "a fair
7 amount of information."

8 119. Fortinet's February 7, 2022 email claimed that the information Netskope needed
9 was "publicly available."

10 120. Fortinet's February 7, 2022 email accused Netskope of infringing three more patents
11 (U.S. Patent Nos. 10,826,941; 8,793,151; 9,197,601) and claimed there were more.

12 121. Fortinet's February 7, 2022 email did not identify the patent claims from these three
13 patents that Fortinet contended were infringed.

14 122. Fortinet's February 7, 2022 email did not identify any Netskope products that
15 allegedly infringe these three patents.

16 123. Fortinet's February 7, 2022 email did not provide any links to a web page identifying
17 the allegedly infringing Netskope products.

18 124. Fortinet's February 7, 2022 email did not provide a claim chart.

19 125. Fortinet's February 7, 2022 email did not provide any quantitative basis for
20 Fortinet's financial demands.

21 126. Fortinet's February 7, 2022 email claimed that Netskope had "full knowledge of
22 infringement" even though Fortinet had not identified an infringing product or allegedly infringed
23 claim.

24 127. Netskope responded on February 24, 2022.

25 128. Netskope's February 24, 2022 email reiterated that Fortinet had not provided
26 support for its infringement accusation.

27 129. Netskope's February 24, 2022 email reiterated that Fortinet had not provided any
28 claim charts.

1 130. Netskope's February 24, 2022 email reiterated that Fortinet had not identified the
2 allegedly infringed claims.

3 131. Netskope's February 24, 2022 email reiterated that Fortinet had not identified the
4 allegedly infringing Netskope products.

5 132. Netskope's February 24, 2022 email reiterated that Fortinet had not provided any
6 quantitative basis for its financial demands.

7 133. Netskope's February 24, 2022 email claimed that Fortinet had not provided a
8 settlement demand for licensing a subset of its patents.

9 134. Netskope's February 24, 2022 email reiterated that Netskope was open to a
10 reasonable business solution.

11 135. Fortinet responded on February 28, 2022.

12 136. In its February 28, 2022 email, Fortinet agreed to have a call with Netskope and
13 asked who from Netskope would attend.

14 137. Fortinet's February 28, 2022 email did not identify the patent claims Fortinet
15 contended were infringed.

16 138. Fortinet's February 28, 2022 email did not identify any Netskope products that
17 allegedly infringed Fortinet's patents.

18 139. Fortinet's February 28, 2022 email did not provide a claim chart.

19 140. Fortinet's February 28, 2022 email did not provide any quantitative basis for
20 Fortinet's financial demands.

21 141. On March 1, 2022, Netskope responded with who would attend the call from
22 Netskope.

23 142. Fortinet responded on March 9, 2022.

24 143. Fortinet's March 9, 2022 email claimed that Fortinet had "provided Netskope with
25 more than sufficient relevant information – including six Fortinet patents and a draft complaint –
26 over many months now. So [it] [would] limit the agenda to the reasonable business resolution ...
27 – i.e., the appropriate royalty for Netskope to pay Fortinet for a license to some or all of Fortinet's
28 patents."

1 144. Fortinet's March 9, 2022 email did not identify the patent claims Fortinet contended
2 were infringed.

3 145. Fortinet's March 9, 2022 email did not identify any Netskope products that allegedly
4 infringed Fortinet's patents.

5 146. Fortinet's March 9, 2022 email did not provide a claim chart.

6 147. Fortinet's March 9, 2022 email did not provide any quantitative basis for Fortinet's
7 financial demands.

8 148. Netskope responded on March 11, 2022.

9 149. Netskope's March 11, 2022 email reiterated that Fortinet had not provided specifics
10 about its infringement allegations.

11 150. Netskope's March 11, 2022 email reiterated its commitment to discuss a reasonable
12 business resolution.

13 151. Fortinet responded on March 11, 2022.

14 152. Fortinet's March 11, 2022 email stated that it wanted to have a preliminary call to
15 discuss the agenda for the call.

16 153. Fortinet's March 11, 2022 email claimed that Fortinet had provided "ample
17 information including a draft complaint and a number of examples of specific patents infringed."

18 154. Fortinet's March 11, 2022 email claimed that Fortinet's "entire patent portfolio is
19 public and Netskope and its outside counsel have had access to [Fortinet's] entire patent portfolio
20 for a long time and have been on notice of [Fortinet's] detailed claims for months now."

21 155. Fortinet's March 11, 2022 email asked if Netskope would provide any remaining
22 specific questions Netskope had.

23 156. Fortinet's March 11, 2022 email did not identify the patent claims Fortinet
24 contended were infringed.

25 157. Fortinet's March 11, 2022 email did not identify any Netskope products that
26 allegedly infringed Fortinet's patents.

27 158. Fortinet's March 11, 2022 email did not provide a claim chart.
28

1 159. Fortinet's March 11, 2022 email did not provide any quantitative basis for Fortinet's
2 financial demands.

3 160. Netskope responded on March 14, 2022.

4 161. Netskope's March 14, 2022 email reiterated that Netskope was open to a license to
5 any valid patents Netskope is using based on an objective valuation of the patents.

6 162. Netskope's March 14, 2022 email reiterated that Fortinet's demand has only been
7 \$100,000,000 for a limited term license to Fortinet's entire portfolio.

8 163. Netskope's March 14, 2022 email reiterated that Fortinet had not provided any
9 objective evidence of infringement or license valuation.

10 164. Netskope's March 14, 2022 email asked to understand licensing models and
11 valuation of non-exclusive licenses that Fortinet might accept so Netskope can provide a reasonable
12 counteroffer.

13 165. Netskope's March 14, 2022 email reiterated its commitment to work towards a
14 business resolution.

15 166. Fortinet responded on March 14, 2022.

16 167. Fortinet's March 14, 2022 email asked if Netskope needed anything in advance of
17 the call to make a specific proposal.

18 168. Fortinet's March 14, 2022 email did not identify the patent claims Fortinet
19 contended were infringed.

20 169. Fortinet's March 14, 2022 email did not identify any Netskope products that
21 allegedly infringed Fortinet's patents.

22 170. Fortinet's March 14, 2022 email did not provide a claim chart.

23 171. Fortinet's March 14, 2022 email did not provide any quantitative basis for Fortinet's
24 financial demands.

25 172. On March 21, 2022, the parties had a call.

26 173. During the March 21, 2022 call, Fortinet asked for Netskope's revenue.
27
28

1 174. During the March 21, 2022 call, Fortinet expressed its intention to provide a formula
2 into which Netskope's revenue could be input to calculate what Fortinet believed was an
3 appropriate royalty.

4 175. During the March 21, 2022 call, Netskope indicated its assumption that the
5 competitor who had paid Fortinet nine figures for a limited term license was Palo Alto Networks.

6 176. During the March 21, 2022 call, Fortinet did not deny that the competitor who had
7 paid Fortinet nine figures for a limited term license was Palo Alto Networks.

8 177. During the March 21, 2022 call, Netskope proposed different ways to resolve the
9 dispute, including a covenant not to sue or a standstill.

10 178. During the March 21, 2022 call, Fortinet responded that it would require the same
11 value for its portfolio—\$100,000,000—regardless of form.

12 179. During the March 21, 2022 call, Netskope asked for the basis for Fortinet's
13 \$100,000,000 demand or how Fortinet had calculated that amount.

14 180. During the March 21, 2022 call, Fortinet provided no basis for its \$100,000,000
15 demand or explanation for how it had calculated that amount.

16 181. During the March 21, 2022 call, Fortinet did not identify the patent claims Fortinet
17 contended were infringed.

18 182. During the March 21, 2022 call, Fortinet did not provide a claim chart or support
19 for its infringement allegations.

20 183. During the March 21, 2022 call, Fortinet did not identify any Netskope products that
21 allegedly infringed Fortinet's patents.

22 184. Netskope followed-up with Fortinet hours after the parties' call.

23 185. Netskope's March 21, 2022 email stated Netskope's understanding that Fortinet was
24 only offering a license to its entire portfolio.

25 186. Netskope's March 21, 2022 email reiterated that Netskope did not believe it
26 infringed any of the patents Fortinet had identified.

27 187. Netskope's March 21, 2022 email expressed Netskope's willingness to negotiate a
28 reasonable license fee to avoid litigation.

188. Fortinet responded on March 22, 2022.

189. Fortinet's March 22, 2022 email made a proposal based around a percentage of Netskope's revenue.

190. Fortinet's March 22, 2022 email threatened that any damages Fortinet would pursue in litigation would be greater than the amount Netskope would pay using Fortinet's proposed equation.

191. Fortinet's March 22, 2022 email did not identify the patent claims Fortinet contended were infringed.

192. Fortinet's March 22, 2022 email did not identify any Netskope products that allegedly infringed Fortinet's patents.

193. Fortinet's March 22, 2022 email did not provide a claim chart.

194. Fortinet's March 22, 2022 email did not provide any quantitative basis for Fortinet's financial demands.

195. Netskope responded on March 23, 2022.

196. Netskope's March 23, 2022 email expressed Netskope's disappointment in Fortinet's proposal.

197. Netskope's March 23, 2022 email explained that, based on Fortinet's 10-K filings, the structure and price of Fortinet's proposal was substantially more than Fortinet had accepted previously.

198. Netskope's March 23, 2022 email stated that Netskope could not accept Fortinet's high licensing demand.

199. Netskope's March 23, 2022 email said that Netskope is a business and is reasonable.

200. Netskope's March 23, 2022 email explained that offers like the one Fortinet made do not leave Netskope any ability to respond productively.

201. Netskope emailed Fortinet again on March 24, 2022.

202. Netskope's March 24, 2022 email explained that, after careful consideration, Netskope had decided to file a declaratory judgment action of noninfringement.

1 203. Netskope's March 24, 2022 email expressed Netskope's openness to continue
2 discussing a business resolution with Fortinet.

3 204. Netskope's March 24, 2022 email said that Netskope welcomed any reasonable
4 proposals.

5 205. Netskope's March 24, 2022 email said that it appeared Fortinet had no intention of
6 being reasonable based, at least in part, on Fortinet's latest demands.

7 206. Netskope's March 24, 2022 email said that it appeared Fortinet had no intention of
8 being reasonable based, at least in part, on Fortinet refusing to provide evidence of infringement.

9 207. Netskope's March 24, 2022 email said that it appeared Fortinet had no intention of
10 being reasonable based, at least in part, on Fortinet refusing to provide any license valuation.

11 208. Netskope's March 24, 2022 email expressed that Netskope felt it had no alternative
12 but to ask a court to clear its name so it could freely operate.

13 209. Netskope's March 24, 2022 complaint in Netskope's Declaratory Judgement Action
14 sought declaratory judgment of noninfringement on the six patents Fortinet had raised in
15 correspondence, *i.e.*, U.S. Patent Nos. 10,237,282 ("the '282 Patent"), 9,197,601 ("the '601 Patent"),
16 10,826,941 ("the '941 Patent"), 8,793,151 ("the '151 Patent"), 9,225,734 ("the '734 Patent"), and
17 11,032,301 ("the '301 Patent").

18 210. On March 25, 2022, after Netskope filed its original complaint in Netskope's
19 Declaratory Judgement Action, Fortinet sent Netskope a letter.

20 211. Fortinet's March 25, 2022 letter claimed that "Netskope's infringement of Fortinet's
21 patents goes far beyond the exemplary six patents identified in response to [Netskope's] request for
22 information...."

23 212. Fortinet's March 25, 2022 letter "reserve[d] the right to pursue injunctive relief
24 against Netskope and its customers...."

25 213. Fortinet's March 25, 2022 letter stated that "Fortinet's offer for a three-year mutual
26 covenant-not-to-sue on its 1,200-plus patents is now \$300 million."
27
28

1 214. Fortinet's March 25, 2022 letter reserved the right to terminate Fortinet's \$300
2 million offer and claimed it would terminate no later than its filing in response to Netskope's
3 complaint.

4 215. Fortinet's March 25, 2022 letter stated that, after its offer expires, "Fortinet intends
5 to explore pursuing significantly more than [\$300 million] in damages."

6 216. Fortinet's March 25, 2022 letter did not identify the patent claims Fortinet contended
7 were infringed.

8 217. Fortinet's March 25, 2022 letter did not identify any Netskope products that
9 allegedly infringed Fortinet's patents.

10 218. Fortinet's March 25, 2022 letter did not provide a claim chart.

11 219. Fortinet's March 25, 2022 letter did not provide any quantitative basis for Fortinet's
12 financial demands.

13 220. Netskope responded on April 4, 2022.

14 221. Netskope's April 4, 2022 letter reiterated that Netskope does not infringe any of the
15 patents Fortinet had identified.

16 222. Netskope's April 4, 2022 letter explained that Fortinet's licensing demands have
17 been unreasonable because, *inter alia*, they consistently increased over time without justification.

18 223. Netskope's April 4, 2022 letter explained that, for example, Fortinet's initial
19 demand for \$100 million had now increased to \$300 million, with threats of going higher.

20 224. Netskope's April 4, 2022 letter explained that Fortinet's SEC disclosures show
21 Fortinet had licensed its portfolio to Palo Alto Networks for less than Fortinet was demanding from
22 Netskope.

23 225. Netskope's April 4, 2022 letter reiterated that Fortinet had still failed to provide
24 information to support its infringement allegations or its licensing demand.

25 226. Netskope's April 4, 2022 letter reiterated Netskope's commitment to a reasonable
26 business resolution.

27 227. Netskope's April 4, 2022 letter explained that Netskope would hold-off serving the
28 complaint with the hope that the extra time would lead to productive discussions between the parties.

1 228. Netskope's April 4, 2022 letter reiterated that Netskope stood ready to continue
2 discussions with Fortinet.

3 229. Fortinet responded on April 7, 2022.

4 230. Fortinet's April 7, 2022 email claimed its settlement proposal was "significantly less
5 than [Fortinet] will seek in litigation."

6 231. Fortinet's April 7, 2022 email did not identify the patent claims Fortinet contended
7 were infringed.

8 232. Fortinet's April 7, 2022 email did not identify any Netskope products that allegedly
9 infringed Fortinet's patents.

10 233. Fortinet's April 7, 2022 email did not provide a claim chart.

11 234. Fortinet's April 7, 2022 email did not provide any quantitative basis for Fortinet's
12 financial demands.

13 235. Netskope responded on April 11, 2022.

14 236. Netskope's April 11, 2022 email reiterated that Fortinet had failed to provide any
15 evidence of infringement.

16 237. Netskope's April 11, 2022 email reiterated that Netskope does not infringe the
17 patents Fortinet had identified.

18 238. Netskope's April 11, 2022 email reiterated that Fortinet's existing licensing
19 demands were unreasonable.

20 239. Netskope's April 11, 2022 email stated that Fortinet's public filings show a \$36
21 million valuation for a multiyear patent license to Palo Alto Networks.

22 240. Netskope's April 11, 2022 email explained that Fortinet's demands of \$300 million
23 and \$100 million plus a percentage of Netskope's annual revenue were not reasonable in light of
24 Fortinet's agreement with Palo Alto Networks.

25 241. Netskope's April 11, 2022 email explained that Netskope was willing to consider a
26 reasonable proposal, should Fortinet provide one.

27 242. Fortinet responded on April 12, 2022.

28

1 243. Fortinet’s April 12, 2022 email claimed its “patent portfolio is public and available
2 to Netskope and its outside counsel.”

3 244. Fortinet’s April 12, 2022 email said Fortinet would “consider a license to two
4 identified patents and a 3 year mutual patent covenant not to sue in return for a lump sum up front
5 payment for the license and quarterly payments over the next three years for the covenant not to
6 sue.”

7 245. Fortinet’s April 12, 2022 email reiterated that Fortinet’s prior demands were null
8 and void and it “expects an increased reasonable settlement amount (vs [its] earlier proposal), now
9 that Netskope has decided to initiate litigation.”

10 246. Fortinet’s April 12, 2022 email did not identify the patent claims Fortinet contended
11 were infringed.

12 247. Fortinet’s April 12, 2022 email did not identify any Netskope products that allegedly
13 infringed Fortinet’s patents.

14 248. Fortinet’s April 12, 2022 email did not provide a claim chart.

15 249. Fortinet’s April 12, 2022 email did not provide any quantitative basis for Fortinet’s
16 financial demands.

17 250. Netskope responded on April 22, 2022.

18 251. Netskope’s April 22, 2022 email explained that Netskope had been waiting to serve
19 Fortinet with the hope that Fortinet would make a reasonable, good faith proposal.

20 252. Netskope’s April 22, 2022 email reiterated that Netskope does not infringe any of
21 the patents Fortinet had identified.

22 253. Netskope’s April 22, 2022 email explained that Fortinet’s most recent demand
23 seemed to only be reiterating Fortinet’s previous unreasonable demands.

24 254. Netskope’s April 22, 2022 email explained that, given Fortinet’s demands, Netskope
25 had little choice but to move forward with the present action.

26 255. Netskope’s April 22, 2022 email explained that it remained open to any reasonable
27 offer should Fortinet’s views change.
28

1 256. As noted above, the April 24, 2022 complaint addressed six patents Fortinet had
2 threatened to assert against Netskope.

3 257. After filing the complaint, Fortinet indicated to Netskope that it did not plan to assert
4 infringement counterclaims regarding a subset of the six patents addressed in Netskope's April 24
5 complaint.

6 258. On July 11, Fortinet provided a signed covenant not to sue Netskope on
7 the '151, '734, and '301 Patents voluntarily and without compensation.

8 259. On July 26, 2022, Fortinet filed counterclaims to Netskope's First Amended
9 Complaint, alleging that Netskope infringed the '282 and '601 patents.

10 260. On August, 30, 2022, Fortinet filed additional counterclaims to Netskope's First
11 Amended Complaint, alleging that Netskope infringed U.S. Patent Nos. 9,231,968, 9,280,678, and
12 10,084,825.

13 **VI. Even Though Netskope Invalidated Broad Claims of the Fortinet Patents-in-Suit Via**
14 ***Inter Partes* Review, Fortinet Did Not Withdraw Its Infringement Allegations.**

15 261. While investigating Fortinet's asserted patents, Netskope identified several prior art
16 references that brought their validity into question.

17 262. Netskope ultimately filed petitions for *inter partes* review with the Patent Trial and
18 Appeal Board (PTAB) challenging the validity of Fortinet's patents.

19 263. On March 6, 2024, the PTAB issued a Final Written Decision determining all
20 challenged claims of the '282 Patent—claims 1-8 and 11-18—were unpatentable under 35 U.S.C.
21 § 103.

22 264. On August 12, 2024, the PTAB issued a Final Written Decision determining all
23 challenged claims of the '678 Patent—claims 1-3, 6, 8-17, and 21-27—were unpatentable under 35
24 U.S.C. § 103.

25 265. On August 19, 2024, the PTAB issued a Final Written Decision determining all
26 challenged claims of the '825 Patent—claims 1-7 and 10-31—were unpatentable under 35 U.S.C.
27 § 103.

1 266. On November 11, 2024, after the PTAB invalidated much of Fortinet’s asserted
2 patents, Netskope contacted Fortinet to restart discussions about reaching a reasonable business
3 resolution.

4 267. During discussions between the parties, Fortinet did not withdraw its infringement
5 allegations for its patents.

6 **VII. Netskope Reluctantly Brought a Declaratory Judgment Action**

7 268. Because of Fortinet’s repeated threats of litigation and steadfast refusal to provide
8 support for its accusations of patent infringement, Netskope had no viable alternative but to bring
9 a declaratory judgment action.

10 269. For months, Fortinet repeatedly threatened to sue Netskope for patent infringement.
11 During that time, Netskope repeatedly requested the basis for Fortinet’s threats and support for its
12 exorbitant settlement demands. At every turn, Fortinet flatly refused Netskope’s requests for this
13 basic information.

14 270. Specifically, Fortinet was unwilling to identify the individual patent claims it thinks
15 Netskope infringes, the specific Netskope products it believes are infringing, or to provide
16 infringement charts illustrating its infringement allegations.

17 271. Similarly, Fortinet refused to provide any evidence or calculations to support its
18 demand for \$100 million in damages.

19 272. Despite Fortinet’s bad-faith negotiation techniques and unreasonable financial
20 demands, Netskope tried for months to find common ground for a reasonable business resolution.
21 Taken together, Netskope made at least four overtures to Fortinet attempting to conduct a good-
22 faith dialogue, yet those efforts were met with nothing but silence and stonewalling.

23 273. As it became clearer that Fortinet’s negotiations were merely a pretext to bully
24 Netskope—as Fortinet has done to other companies in the past—Netskope realized it had no choice
25 remaining but to bring this lawsuit to protect its customers, company, and investors. Accordingly,
26 it filed a complaint in Netskope’s Declaratory Judgment Action seeking declaratory relief.

VIII. Netskope Now Files this Complaint for Patent Infringement

274. During the declaratory judgment action, Netskope discovered that Fortinet infringed several of Netskope's Patents.

275. On November 11, 2024, Netskope notified Fortinet via letter that its products infringe Netskope's Patents.

276. After receipt of Netskope's letter, Fortinet failed to take any action to stop its infringement of Netskope's Patents.

277. Netskope subsequently filed a motion to supplement its declaratory judgement complaint to add claims for Fortinet's infringement of several of Netskope's Patents.

278. The Court denied Netskope's motion to supplement.

279. With no other option, Netskope now files this complaint against Fortinet for infringing Netskope's Patents.

IX. Netskope's Patents

280. Netskope is the current owner and assignee of over 200 U.S. patents, including U.S. Patent Nos. 8,356,336 (the "'336 Patent"), 8,543,710 (the "'710 Patent"), 8,117,639 (the "'639 Patent"), 8,224,983 (the "'983 Patent"), 8,327,426 (the "'426 Patent"), 7,593,936 (the "'936 Patent"), 8,397,282 (the "'282 Patent"), 8,661,153 (the "'153 Patent"), and 8,635,697 (the "'697 Patent") (collectively "Netskope's Patents").

281. Netskope's Patents cover important innovations in network and computer security, as discussed in detail below.

The '336 Patent

282. On November 16, 2009, Keith Johnson, Eric White, and John Martin filed U.S. Patent Application No. 12/619,560, entitled "System and Method for Double-Capture/Double-Redirect to a Different Location."

283. U.S. Patent Application No. 12/619,560 duly and legally issued as the '336 Patent on January 15, 2013. The '336 Patent is attached hereto as Exhibit 1.

284. The '336 Patent relates to a "system, method, and computer program product for providing network access control for a shared network." ('336 Patent, Abstract.)

1 285. Netskope is the owner of all rights, title, and interest in and to the '336 Patent, with
2 the full and exclusive right to bring suit to enforce the '336 Patent, including the right to recover
3 for past infringement.

4 286. The '336 Patent is valid and enforceable.

5 287. The invention described in the '336 Patent offers an improved method and system
6 to enhance a network access controller by using "Pre-Authentication Capture Destination" to
7 provide network access control for a shared network. ('336 Patent at 1:66-2:2). The patented
8 invention improved upon earlier methods of the prior art by allowing unauthenticated users to
9 access certain network resources within the walled garden without authentication. (*Id.* at 2:2-16.)

10 288. The patent thus allows a public or private network service provider to automatically
11 redirect anonymous clients to a pre-defined destination within a limited set of network destinations.
12 (*Id.* at 2:47-59.) The redirection occurs automatically if the anonymous client attempts to access a
13 resource outside the allowed set. (*Id.*)

14 289. The claims of the '336 Patent recite an invention that is not merely the routine or
15 conventional use of computers. (*See id.* at 1:34-62; 2:2-40.) Instead, the invention makes use of
16 specific client-server computer and network architecture. (*See id.* at 2:7-40.) The '336 Patent claims
17 thus specify how computing devices, remote servers, and network controllers are manipulated to
18 yield a desired result. (*See generally id.* at 6:26-10:15.)

19 290. The technology claimed in the '336 Patent does not preempt all ways of using client-
20 server computing architectures or the use of all network access controller technologies, or any other
21 well-known or prior art technology. (*See id.* at 1:66-2:59.) Each claim of the '336 Patent recites a
22 combination of elements sufficient to ensure that the claim in practice amounts to significantly
23 more than a patent on an ineligible concept. (*See, e.g.,* Ex. 1.)

24 **The '710 Patent**

25 291. On March 10, 2005, Patrick Turley, Keith Johnston, and Steven D. Tonnesen filed
26 U.S. Patent Application No. 11/076,591, entitled "Method and System for Controlling Network
27 Access."
28

1 292. U.S. Patent Application No. 11/076,591 duly and legally issued as the '710 Patent
2 on September 24, 2013. The '710 Patent is attached hereto as Exhibit 2.

3 293. The '710 Patent relates to a “network communication may be received and the client
4 that originated this communication determined.” ('710 Patent, Abstract.)

5 294. Netskope is the owner of all rights, title, and interest in and to the '710 Patent, with
6 the full and exclusive right to bring suit to enforce the '710 Patent, including the right to recover
7 for past infringement.

8 295. The '710 Patent is valid and enforceable.

9 296. The invention described in the '710 Patent offers methods for confining a network
10 client's network access to a specific region of the network. ('710 Patent at 1:58-61.) The patented
11 invention improved upon earlier methods of the prior art by allowing a client device to access a
12 limited number of network resources after the network service provider has constrained the user
13 for various reasons (apply security patches, requiring additional payment or authorization, etc.).
14 (*Id.* at 1:61-2:8.)

15 297. The patent also allows a public or private network service provider to make use of
16 network firewall rule technology, configured to recognize clients by identity or membership in a
17 group. (*Id.* at 2:9-14.) The invention further allows a method to reduce and isolate virus and worm
18 infections at remote venues, helping to preserve service integrity and maintain control of the
19 network. (*Id.* at 2:20-29.)

20 298. The claims of the '710 Patent recite an invention that is not merely the routine or
21 conventional use of computers. (*See id.* at 1:58-2:29.) Instead, the invention makes use of specific
22 client-server computer and network architecture for varied purposes. (*See id.* at 2:1-29.) The '710
23 Patent claims thus specify how computing devices, remote servers, and network gateways are
24 manipulated to yield a desired result. (*See, e.g., id.* at 3:41-6:28.)

25 299. The technology claimed in the '710 Patent does not preempt all ways of using client-
26 server computing architectures or the use of all network access controller technologies, or any other
27 well-known or prior art technology. (*See id.* at 1:58-2:29.) Each claim of the '710 Patent recites a
28

1 combination of elements sufficient to ensure that the claim in practice amounts to significantly
2 more than a patent on an ineligible concept. (*See, e.g.*, Ex. 2.)

3 **The '639 Patent**

4 300. On October 10, 2003, Richard Mackinnon, Kelley Looney, and Eric White filed U.S.
5 Patent Application No. 10/683,317, entitled “System and Method for Providing Access Control.”

6 301. U.S. Patent Application No. 10/683,317 duly and legally issued as the '639 Patent
7 on February 14, 2012. The '639 Patent is attached hereto as Exhibit 3.

8 302. The '639 Patent relates to “systems and methods for provisioning network access
9 for a user in order to provide access control to one or more networks with regard to the user.” ('639,
10 Abstract.)

11 303. Netskope is the owner of all rights, title, and interest in and to the '639 Patent, with
12 the full and exclusive right to bring suit to enforce the '639 Patent, including the right to recover
13 for past infringement.

14 304. The '639 Patent is valid and enforceable.

15 305. The invention described in the '639 Patent offers a system and method for
16 provisioning network access for a user, which provides the user with access control to one or more
17 networks.” ('639 Patent at Abstract.) Embodiments of the invention disclose that after
18 authentication, the network will establish provisioning rules associated with an authenticated user's
19 profile that control the user's access to one or more networks. (*Id.*) In other embodiments that
20 include multiple users, the invention allows users to successfully access one or more networks
21 simultaneously without the impedance or exclusion of other users. (*Id.*)

22 306. The patent also allows for authentication of users by determining if a network
23 communication is associated with an authenticated user, and if not, directing the user to an
24 authentication interface wherein the system receives and authenticates credentials from the user.
25 (*Id.* at 3:4-12.) If the user is successfully authenticated, the network interface receives a profile
26 associated with the authenticated user. (*Id.*) The invention discloses several advantages over the
27 prior art, including but not limited to, providing network access on a per-user rather than per-port
28 basis and authenticating users without using proprietary client software. (*Id.* at 3:17-29.)

1 307. The claims of the '639 Patent recite an invention that is not merely the routine or
2 conventional use of computers. (*See id.* at 2:21-3:29.) Instead, the invention makes use of specific
3 client-server computer and network architecture for varied purposes. (*See id.* at 2:21-42.) The '639
4 Patent claims thus specify how computing devices, remote servers, and network gateways are
5 manipulated to yield a desired result. (*See, e.g., id.* at 2:52-3:12.)

6 308. The technology claimed in the '639 Patent does not preempt all ways of using client-
7 server computing architectures or the use of all network access controller technologies, or any other
8 well-known or prior art technology. (*See id.* at 1:20-3:29.) Each claim of the '639 Patent recites a
9 combination of elements sufficient to ensure that the claim in practice amounts to significantly
10 more than a patent on an ineligible concept. (*See, e.g., Ex. 3.*)

11 **The '983 Patent**

12 309. On April 2, 2010, Tuan Ta, Patrick Turley, Kerry Clendinning, and Kelly Looney
13 filed U.S. Patent Application No. 12/753,390, entitled "System and Method for Dynamic
14 Bandwidth Provisioning."

15 310. U.S. Patent Application No. 12/753,390 duly and legally issued as the '983 Patent
16 on July 17, 2012. The '983 Patent is attached hereto as Exhibit 4.

17 311. The '983 Patent relates to a "system, method, and computer program product for
18 providing network access control for a shared network." ('983 Patent, Abstract.)

19 312. Netskope is the owner of all rights, title, and interest in and to the '983 Patent, with
20 the full and exclusive right to bring suit to enforce the '983 Patent, including the right to recover
21 for past infringement.

22 313. The '983 Patent is valid and enforceable.

23 314. The invention described in the '983 Patent offers a control device and method for
24 allocating network bandwidth to users accessing a controlled network. ('983 Patent at Abstract).
25 Embodiments of the invention disclose that after a user connects to the control device, the control
26 device obtains a user bandwidth allocation profile for that user based on user credentials. (*Id.*) A
27 provisioning module executing on the control device then maps and associates the attributes in the
28 user bandwidth allocation profile to a traffic control rule. (*Id.*) In other embodiments, a traffic

1 conditioning module executing on the control device regulates the user's network bandwidth usage
2 in view of the traffic control rule associated with the user. (*Id.*)

3 315. The patent also allows for the retrieval of a set of user profiles associated with
4 specific users and establishing bandwidth limits for each user based on its corresponding profile.
5 (*Id.* at 2:62-67.) The method disclosed also regulates and updates each user's network bandwidth
6 based on the limit established for that user. (*Id.* at 2:67-3:4.) The invention discloses several
7 advantages over the prior art, including but not limited to, allowing bandwidth to be provisioned,
8 metered, and dynamically updated on a per user basis. (*Id.* at 3:17-27.)

9 316. The claims of the '983 Patent recite an invention that is not merely the routine or
10 conventional use of computers. (*See id.* at 2:17-3:27.) Instead, the invention makes use of specific
11 client-server computer and network architecture for varied purposes. (*See id.* at 2:34-61.) The '983
12 Patent claims thus specify how computing devices, remote servers, and network gateways are
13 manipulated to yield a desired result. (*See, e.g., id.* at 3:17-27.)

14 317. The technology claimed in the '983 Patent does not preempt all ways of using client-
15 server computing architectures or the use of all network access controller technologies, or any other
16 well-known or prior art technology. (*See generally id.* at 1:29-3:27.) Each claim of the '983 Patent
17 recites a combination of elements sufficient to ensure that the claim in practice amounts to
18 significantly more than a patent on an ineligible concept. (*See, e.g., Ex. 4.*)

19 **The '426 Patent**

20 318. On June 1, 2006, Stephen Hugh Kinser, Lloyd Leon Burch, and Cameron Craig
21 Morris filed U.S. Patent Application No. 11/444,944, entitled "Single Sign On with Proxy Services."

22 319. U.S. Patent Application No. 11/444,944 duly and legally issued as the '426 Patent
23 on December 4, 2012. The '426 Patent is attached hereto as Exhibit 5.

24 320. The '426 Patent relates to "[t]echniques for proxying services with a single sign on."
25 ('426 Patent, Abstract.)

26 321. Netskope is the owner of all rights, title, and interest in and to the '426 Patent, with
27 the full and exclusive right to bring suit to enforce the '426 Patent, including the right to recover
28 for past infringement.

1 322. The '426 Patent is valid and enforceable.

2 323. The invention described in the '426 Patent discloses techniques for proxying services
3 with a single sign on. ('426 Patent at Abstract). Specifically, the patent discloses a principal which
4 authenticates to a first identity service that is in a trusted relationship with a second identity service.
5 (*Id.*) The principal sends a second authentication request to a second identity service, wherein the
6 request includes an authentication response supplied by the first identity service in response to the
7 successful authentication of the principal. (*Id.*) The principal is then authenticated to access the
8 second identity service. (*Id.*)

9 324. The patent also discloses that additional security precautions may be enabled for the
10 single sign-on process. (*Id.* at 5:26-28.) This additional authentication response may include an
11 instruction to the targeted identity service to independently authenticate the principal via its own
12 challenge and response dialogue with the principal. (*Id.* at 5:28-35.)

13 325. The claims of the '426 Patent recite an invention that is not merely the routine or
14 conventional use of computers. (*See id.* at 1:59-2:3.) Instead, the invention makes use of specific
15 client-server computer and network architecture for varied purposes. (*See id.* at 4:4-24.) The '426
16 Patent claims thus specify how computing devices, remote servers, and network gateways are
17 manipulated to yield a desired result. (*See, e.g., id.* at 9:1-10-6.)

18 326. The technology claimed in the '426 Patent does not preempt all ways of using client-
19 server computing architectures or the use of all network access controller technologies, or any other
20 well-known or prior art technology. (*See generally id.* at 1:11-2:3.) Each claim of the '426 Patent
21 recites a combination of elements sufficient to ensure that the claim in practice amounts to
22 significantly more than a patent on an ineligible concept. (*See, e.g., Ex. 5.*)

23 **The '936 Patent**

24 327. On August 11, 2004, David Eugene Hooks filed U.S. Patent Application No.
25 10/916,956, entitled "Systems and Methods for Automated Computer Support."

26 328. U.S. Patent Application No. 10/916,956 duly and legally issued as the '936 Patent
27 on September 22, 2009. The '936 Patent is attached hereto as Exhibit 6.
28

1 329. The '936 Patent relates to methods that “include[] receiving a plurality of snapshots
2 from a plurality of computers, storing the plurality of snapshots in a data store, and creating an
3 adaptive reference model based at least in part on the plurality of snapshots.” ('936 Patent,
4 Abstract.) The method also comprises “comparing at least one of the plurality of snapshots to the
5 adaptive reference model, and identifying at least one anomaly based on the comparison.” *Id.*

6 330. Netskope is the owner of all rights, title, and interest in and to the '936 Patent, with
7 the full and exclusive right to bring suit to enforce the '936 Patent, including the right to recover
8 for past infringement.

9 331. The '936 Patent is valid and enforceable.

10 332. The invention described in the '936 Patent offers both “systems and methods for
11 automated computer support.” ('936 Patent at 3:42-43.) In addition to the system and method
12 described in the abstract, the '936 Patent discloses “a computer-readable medium (such as, for
13 example random access memory or a computer disk) [which] comprises code for carrying out such
14 a method.” (*Id.* at 3:50-54.)

15 333. The patent further discloses that the automated compute support facility may be a
16 single facility or comprise multiple facilities, which includes a firewall for providing security to
17 data stored within the automatic support facility. (*Id.* at 4:54-61.) The automated support facility
18 includes hardware and software for implementing and storing an adaptive reference model in a
19 database component. (*Id.* at 5:4-15.)

20 334. The claims of the '936 Patent recite an invention that is not merely the routine or
21 conventional use of computers. (*See id.* at 4:49-5:36; 6:16-7:45.) Instead, the invention makes use
22 of specific client-server computer and network architecture. (*See id.* at 6:16-7:45.) The '936 Patent
23 claims thus specify how computing devices, remote servers, and network controllers are
24 manipulated to yield a desired result. (*See generally id.* at 15:52-16:20.)

25 335. The technology claimed in the '936 Patent does not preempt all ways of using client-
26 server computing architectures or the use of all network access controller technologies, or any other
27 well-known or prior art technology. (*See id.* at 4:49-5:36.) Each claim of the '936 Patent recites a
28

1 combination of elements sufficient to ensure that the claim in practice amounts to significantly
2 more than a patent on an ineligible concept. (*See, e.g.*, Ex. 6.)

3 **The '282 Patent**

4 336. On April 22, 2011, Patrick Turley and Eric White filed U.S. Patent Application No.
5 13/092,488, entitled “Dynamically Adaptive Network Firewalls and Method, System and
6 Computer Program Product Implementing Same.”

7 337. U.S. Patent Application No. 13/092,488 duly and legally issued as the '282 Patent
8 on March 12, 2013. The '282 Patent is attached hereto as Exhibit 7.

9 338. The '282 Patent relates to a “system, method, and computer program product for
10 controlling data through a firewall which may be dynamically configurable.” ('282 Patent,
11 Abstract.)

12 339. Netskope is the owner of all rights, title, and interest in and to the '282 Patent, with
13 the full and exclusive right to bring suit to enforce the '282 Patent, including the right to recover
14 for past infringement.

15 340. The '282 Patent is valid and enforceable.

16 341. The invention described in the '282 Patent discloses an automated system that
17 “dynamically add[s] new network interface abstractions or groupings of interface abstractions and
18 tailoring the behavior of those abstractions to the network client devices’ specific needs.” ('282
19 Patent at 2:46-50.) The patented invention improved upon earlier methods of prior art by
20 automatically creating specific firewall configurations with minimal input by a human operator.
21 (*Id.* at 2:50-55.)

22 342. The patent thus allows the firewall to dynamically react to changes on the network
23 traffic, such as the addition or removal of network interfaces. (*Id.* at 3:10-12.) The invention also
24 discloses that the invention can elucidate and synthesize the network traffic for further processing
25 by human operators. (*Id.* at 3:5-9.)

26 343. The claims of the '282 Patent recite an invention that is not merely the routine or
27 conventional use of computers. (*See id.* at 2:42-3:17.) Instead, the invention makes use of specific
28 client-server computer and network architecture. (*See id.* at 5:5-6:36.) The '282 Patent claims thus

1 specify how computing devices, remote servers, and network controllers are manipulated to yield
2 a desired result. (*See generally id.* at 4:35-5:35.)

3 344. The technology claimed in the '282 Patent does not preempt all ways of using client-
4 server computing architectures or the use of all network access controller technologies, or any other
5 well-known or prior art technology. (*See id.* at 2:42-3:17.) Each claim of the '282 Patent recites a
6 combination of elements sufficient to ensure that the claim in practice amounts to significantly
7 more than a patent on an ineligible concept. (*See, e.g., Ex. 7.*)

8 **The '153 Patent**

9 345. On July 20, 2009, Tuan Ta, Patrick Turley, Kerry Clendinning, and Kelly Looney
10 filed U.S. Patent Application No. 12/506,140, entitled "System and Method for Dynamic
11 Bandwidth Provisioning."

12 346. U.S. Patent Application No. 12/506,140 duly and legally issued as the '153 Patent
13 on February 25, 2014. The '153 Patent is attached hereto as Exhibit 8.

14 347. The '153 Patent relates to a "control device and a method executing thereon for
15 allocating network bandwidth to users accessing a controlled network." ('153 Patent, Abstract.)

16 348. Netskope is the owner of all rights, title, and interest in and to the '153 Patent, with
17 the full and exclusive right to bring suit to enforce the '153 Patent, including the right to recover
18 for past infringement.

19 349. The '153 Patent is valid and enforceable.

20 350. The invention described in the '153 Patent discloses a control device that allocates
21 network bandwidth on a per-user basis. ('153 Patent at 2:17-19.) The patented invention improved
22 upon earlier methods of prior art by metering and dynamically updating users' network bandwidth
23 allocation. (*Id.* at 3:16-23.)

24 351. The patent thus allows computer instructions to retrieve user profiles, which
25 correspond to a specific user and contains certain attributes to allocate network bandwidth. (*Id.* at
26 2:32-41.) The invention also discloses that the invention can continuously control and update
27 network bandwidth limitations for multiple users. (*Id.* at 2:42-43.)
28

1 352. The claims of the '153 Patent recite an invention that is not merely the routine or
2 conventional use of computers. (*See id.* at 2:14-3:15.) Instead, the invention makes use of specific
3 client-server computer and network architecture. (*See id.* at 4:29-5:12.) The '153 Patent claims thus
4 specify how computing devices, remote servers, and network controllers are manipulated to yield
5 a desired result. (*See generally id.* at 7:5-8:10.)

6 353. The technology claimed in the '153 Patent does not preempt all ways of using client-
7 server computing architectures or the use of all network access controller technologies, or any other
8 well-known or prior art technology. (*See id.* at 2:14-3:26.) Each claim of the '153 Patent recites a
9 combination of elements sufficient to ensure that the claim in practice amounts to significantly
10 more than a patent on an ineligible concept. (*See, e.g.*, Ex. 8.)

11 **The '697 Patent**

12 354. On April 8, 2011, Kevin McNamee, Mike Pelley, Darren Deridder, and Paul
13 Edwards filed U.S. Patent Application No. 13/083,501, entitled "Method and System for Operating
14 System Identification in a Network Based Security Monitoring Solution."

15 355. U.S. Patent Application No. 13/083,501 duly and legally issued as the '697 Patent
16 on January 21, 2014. The '697 Patent is attached hereto as Exhibit 9.

17 356. The '697 Patent relates to a "method and system for providing network based
18 malware detection in a service provider network." ('697 Patent, Abstract.)

19 357. Netskope is the owner of all rights, title, and interest in and to the '697 Patent, with
20 the full and exclusive right to bring suit to enforce the '697 Patent, including the right to recover
21 for past infringement.

22 358. The '697 Patent is valid and enforceable.

23 359. The invention described in the '697 Patent discloses a method for receiving
24 transmission control protocol (TCP) packets originating from a network device coupled to the
25 service provider network, wherein an alert is generated if malware is present in the TCP session.
26 ('697 Patent at 1:54-67.) The patented invention improved upon earlier methods of prior art by
27 identifying the OS ID and malware ID of the TCP session that generated the malware alert. (*Id.* at
28 1:25-67.)

1 360. The invention also discloses comparing a malware signature to the TCP packets
2 before generating the alert nothing that malware is present in the TCP session. (*Id.* at 2:26-43.) In
3 one embodiment, the patent also discloses a remediation portal which compares the OS associated
4 with the OS ID of the computing device in the malware alert and provides remediation to that
5 computing device. (*Id.* at 2:1-25.)

6 361. The claims of the '697 Patent recite an invention that is not merely the routine or
7 conventional use of computers. (*See id.* at 1:52-2:43.) Instead, the invention makes use of specific
8 client-server computer and network architecture. (*See id.* at 4:10-5:62.) The '697 Patent claims thus
9 specify how computing devices, remote servers, and network controllers are manipulated to yield
10 a desired result. (*See generally id.* at 6:51-7:55.)

11 362. The technology claimed in the '697 Patent does not preempt all ways of using client-
12 server computing architectures or the use of all network access controller technologies, or any other
13 well-known or prior art technology. (*See id.* at 1:25-4:43.) Each claim of the '697 Patent recites a
14 combination of elements sufficient to ensure that the claim in practice amounts to significantly
15 more than a patent on an ineligible concept. (*See, e.g.,* Ex. 9.)

16 **THE PARTIES**

17 363. Netskope, Inc. is a Delaware corporation with its principal place of business at 2445
18 Augustine Drive, Suite 301, Santa Clara, California 95054.

19 364. On information and belief, Fortinet, Inc. is a Delaware corporation with its principal
20 place of business at 899 Kifer Road, Sunnyvale, California 94086-5205.

21 **JURISDICTION AND VENUE**

22 365. This is an action for a judgment that Fortinet infringes Netskope's Patents under the
23 patent laws of the United States, 35 U.S.C. § 101 et seq.

24 366. This Court has subject matter jurisdiction over the claims alleged in this action under
25 28 U.S.C. §§ 1331 and 1338(a) because this Court has exclusive jurisdiction over infringement
26 claims arising under the patent laws of the United States. *See* 28 U.S.C. §§ 1331 and 1338(a).

27 367. This Court has personal jurisdiction over Fortinet at least because of its continuous
28 and systematic contacts within the State of California and this District. As noted above, Fortinet's

principal place of business is located within the District and it has been registered to do business in the State of California since at least December 14, 2000, as shown on the California Secretary of State website. Fortinet has also consented to jurisdiction in this District because it has used this District to enforce its patent rights against Netskope in Netskope, Inc. v. Fortinet, Inc., Case No. 3:22-cv-01852.

368. Fortinet is also subject to specific personal jurisdiction in this District because it has performed activities in this District that infringe Netskope's Patents.

369. Exercising personal jurisdiction over Fortinet does not offend traditional notions of fairness and substantial justice due to Fortinet's substantial presence and activities in this District.

370. Venue in this District is proper under 28 USC §§ 1391(b)(1) and 1391(b)(2) at least because Fortinet maintains its principal place of business in this District, a substantial part of the events or omissions giving rise to the claims occurred in this District, including Fortinet's acts of infringement, and Fortinet purposefully directed activities to this District.

INTRADISTRICT ASSIGNMENT

371. This is an intellectual property action subject to district-wide assignment under Civil Local Rules 3-2(c).

FIRST CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 8,356,336)

372. Netskope repeats and re-alleges all the allegations above as if fully set forth herein.

373. The '336 Patent contains 3 independent claims, *i.e.*, claims 1, 9, and 16. Claim 1 recites:

A method for automatic pre-authentication redirection of network traffic, comprising:

providing a network access controller in a shared network, wherein the shared network comprises a plurality of server computers and a set of network destinations hosted on the plurality of server computers;

intercepting at the network access controller a request to access a network resource from a browser application running on a client device within the shared network associated with an anonymous user;

determining whether the network resource referenced in the request is in the set of network destinations hosted on the plurality of server computers in the shared

1 network;

2 if the network resource is in the set of network destinations hosted on the
3 plurality of server computers in the shared network, directing the browser
4 application running on the client device within the shared network associated with
5 the anonymous user to the network resource; and

6 if the network resource is not in the set of network destinations hosted on
7 the plurality of server computers in the shared network, redirecting the browser
8 application running on the client device within the shared network associated with
9 the anonymous user to a pre-authentication capture destination hosted on a first
10 server computer, wherein the first server computer is one of the plurality of server
11 computers in the shared network and wherein from the pre-authentication capture
12 destination the anonymous user is free to visit any of the set of network destinations
13 hosted on the plurality of server computers in the shared network without
14 authentication.

15 374. Netskope owns all rights, title, and interest in the '336 Patent.

16 375. On November 11, 2024, Netskope notified Fortinet that its products infringe
17 Netskope's Patents.

18 376. Despite knowing of its infringement, Fortinet has continued to infringe the '336
19 patent.

20 377. Given Fortinet's past infringement and refusal to stop infringing, Netskope brings
21 these claims to stop Fortinet's infringement and recover damages sufficient to compensate
22 Netskope for Fortinet's infringement.

23 378. Fortinet makes, uses, sells, offers for sale, and/or imports technology products
24 including but not limited to FortiGate.

25 379. Fortinet has and continues to directly infringe, literally or under the doctrine of
26 equivalents, one or more claims of the '336 Patent by, among other things, making, using, selling,
27 offering for sale, and/or importing into the United States, including but not limited to, FortiGate.

28 380. For example, FortiGate infringes claim 1 of the '336 Patent as detailed in Exhibit 10
attached hereto.

381. By making, using, selling, offering for sale, and/or importing infringing technology
products, including but not limited to FortiGate, Fortinet has injured Netskope and is liable to
Netskope for directly infringing one or more claims of the '336 Patent, including at least claim 1,
pursuant to 35 U.S.C. § 271(a).

1 382. Fortinet has and continues to indirectly infringe under 35 U.S.C. § 271(b) one or
2 more claims of the '336 Patent by knowingly and intentionally inducing others, including Fortinet
3 customers and end-users, to directly infringe, either literally or under the doctrine of equivalents,
4 by making, using, offering to sell, selling, and/or importing into the United States products that
5 include infringing technology.

6 383. Fortinet, with knowledge that these products, or the use thereof, infringe
7 the '336 Patent at least as of the date of this Complaint, knowingly and intentionally induced, and
8 continues to knowingly and intentionally induce, direct infringement of the '336 Patent by
9 providing these products to end-users for use in an infringing manner without authority in violation
10 of 35 U.S.C. § 271(b).

11 384. Netskope has not licensed or otherwise authorized Fortinet to make, use, sell, offer
12 for sale, or import any products that embody the inventions of the '336 Patent.

13 385. Fortinet is using the technology claimed in the '336 Patent without paying a
14 reasonable royalty. As a result of infringement of the '336 Patent by Fortinet, Netskope has
15 suffered monetary damages, and seeks recovery in an amount adequate to compensate for that
16 infringement, but in no event less than a reasonable royalty for the use made of the invention by
17 Fortinet with interest and costs as fixed by the Court.

18 386. Fortinet is infringing the '336 Patent in a manner best described as willful, deliberate,
19 in bad faith, consciously wrongful, and flagrant. For example, Netskope notified Fortinet that it
20 infringed the '336 Patent on November 11, 2024. Despite that, Fortinet has continued to willfully
21 infringe the '336 Patent in bad faith. Thus, Netskope is entitled to enhanced damages under 35
22 U.S.C. § 284.

23 387. Fortinet became aware of the '336 Patent no later than approximately November 11,
24 2024. Upon information and belief, as explained above, Fortinet has offered for sale or sold its
25 Accused Products within the United States without the authority of Netskope. By way of example,
26 Fortinet offers its products for sale in the United States and partners with U.S.-based retailers to
27 promote the Accused Products. Upon information and belief, the Accused Products contain
28 components for use in practicing at least one claim of the '336 Patent that constitute a material part

1 of the inventions claimed therein. Fortinet has done so while knowing, with specific intent, that
 2 such components are especially made for use in infringing at least one claim of the '336 Patent and
 3 are not a staple article or commodity suitable for substantial non-infringing use. The foregoing
 4 actions by Fortinet constitute contributory infringement under 35 U.S.C. § 271(c) of at least one
 5 claim of the '336 Patent.

6 388. To the extent that Fortinet does not perform all elements of claim 1, Fortinet directs
 7 and controls the performance of those elements by third-parties (e.g., Fortinet customers). By way
 8 of example, as indicated in the materials cited in Exhibits 10-18, Fortinet provides documentation
 9 to its customers instructing its customers to perform each element of claim 1, and conditions proper
 10 operation of the Fortinet products on performance of each element of claim 1.

11 389. Netskope has suffered, and will continue to suffer, irreparable harm as a result of
 12 Fortinet's infringement of the '336 Patent for which there is no adequate remedy at law, unless
 13 Fortinet's infringement is enjoined by this Court.

14 **SECOND CLAIM FOR RELIEF**

15 **(Infringement of U.S. Patent No. 8,543,710)**

16 390. Netskope repeats and re-alleges all the allegations above as if fully set forth herein.

17 391. The '710 Patent contains 3 independent claims, i.e., claims 1, 8, and 15. Claim 1
 18 recites:

19 A method of network traffic quarantine control, comprising:

20 at a network access gateway device between a local network and the
 21 Internet, selecting a client device in a first network segment of the network;

22 at the network access gateway device, performing a plurality of quarantine
 23 control functions over the client device, wherein the plurality of quarantine control
 functions comprises:

24 a) restricting all network traffic emanating from the client device to one or
 25 more network destination addresses that are not in or subordinate to the first
 network segment;

26 b) restricting all network traffic emanating from the client device to an
 27 allowed network destination address to selected one or more network protocols;
 and

28 rendering a web page to display on the client device from the network access
 gateway device, wherein the web page contains an offer for a user of the client

1 device to perform an action in order to obtain unrestricted access to the Internet
2 responsive to implementation of one of the plurality of quarantine control function
of the client device.

3 392. Netskope owns all rights, title, and interest in the '710 Patent.

4 393. On November 11, 2024, Netskope notified Fortinet that its products infringe
5 Netskope's Patents.

6 394. Despite knowing of its infringement, Fortinet has continued to infringe the '710
7 patent.

8 395. Given Fortinet's past infringement and refusal to stop infringing, Netskope brings
9 these claims to stop Fortinet's infringement and recover damages sufficient to compensate
10 Netskope for Fortinet's infringement.

11 396. Fortinet makes, uses, sells, offers for sale, and/or imports technology products
12 including but not limited to the following exemplary product: FortiAP.

13 397. Fortinet has and continues to directly infringe, literally or under the doctrine of
14 equivalents, one or more claims of the '710 Patent by, among other things, making, using, selling,
15 offering for sale, and/or importing into the United States, including but not limited to FortiAP.

16 398. For example, FortiAP infringes at least claim 1 of the '710 Patent as detailed in
17 Exhibit 11 attached hereto.

18 399. By making, using, selling, offering for sale, and/or importing infringing technology
19 products, including but not limited to FortiAP, Fortinet has injured Netskope and is liable to
20 Netskope for directly infringing one or more claims of the '710 Patent, including at least claim 1,
21 pursuant to 35 U.S.C. § 271(a).

22 400. Fortinet has and continues to indirectly infringe under 35 U.S.C. § 271(b) one or
23 more claims of the '710 Patent by knowingly and intentionally inducing others, including Fortinet
24 customers and end-users, to directly infringe, either literally or under the doctrine of equivalents,
25 by making, using, offering to sell, selling, and/or importing into the United States products that
26 include infringing technology.

27 401. Fortinet, with knowledge that these products, or the use thereof, infringe the '710
28 Patent at least as of the date of this Complaint, knowingly and intentionally induced, and continues

1 to knowingly and intentionally induce, direct infringement of the '710 Patent by providing these
2 products to end-users for use in an infringing manner without authority in violation of 35 U.S.C. §
3 271(b).

4 402. Netskope has not licensed or otherwise authorized Fortinet to make, use, sell, offer
5 for sale, or import any products that embody the inventions of the '710 Patent.

6 403. Fortinet is using the technology claimed in the '710 Patent without paying a
7 reasonable royalty. As a result of infringement of the '710 Patent by Fortinet, Netskope has
8 suffered monetary damages, and seeks recovery in an amount adequate to compensate for that
9 infringement, but in no event less than a reasonable royalty for the use made of the invention by
10 Fortinet with interest and costs as fixed by the Court.

11 404. Fortinet is infringing the '710 Patent in a manner best described as willful, deliberate,
12 in bad faith, consciously wrongful, and flagrant. For example, Netskope notified Fortinet that it
13 infringed the '710 patent on November 11, 2024. Despite that, Fortinet has continued to willfully
14 infringe the '710 patent in bad faith. Thus, Netskope is entitled to enhanced damages under 35
15 U.S.C. § 284.

16 405. Fortinet became aware of the '710 Patent no later than approximately November 11,
17 2024. Upon information and belief, as explained above, Fortinet has offered for sale or sold its
18 Accused Products within the United States without the authority of Netskope. By way of example,
19 Fortinet offers its products for sale in the United States and partners with U.S.-based retailers to
20 promote the Accused Products. Upon information and belief, the Accused Products contain
21 components for use in practicing at least one claim of the '710 Patent that constitute a material part
22 of the inventions claimed therein. Fortinet has done so while knowing, with specific intent, that
23 such components are especially made for use in infringing at least one claim of the '710 Patent and
24 are not a staple article or commodity suitable for substantial non-infringing use. The foregoing
25 actions by Fortinet constitute contributory infringement under 35 U.S.C. § 271(c) of at least one
26 claim of the '710 Patent.

27 406. To the extent that Fortinet does not perform all elements of claim 1, Fortinet directs
28 and controls the performance of those elements by third-parties (e.g., Fortinet customers). By way

1 of example, as indicated in the materials cited in Exhibits 10-18, Fortinet provides documentation
2 to its customers instructing its customers to perform each element of claim 1, and conditions proper
3 operation of the Fortinet products on performance of each element of claim 1.

4 407. Netskope has suffered, and will continue to suffer, irreparable harm as a result of
5 Fortinet's infringement of the '710 Patent for which there is no adequate remedy at law, unless
6 Fortinet's infringement is enjoined by this Court.

7 **THIRD CLAIM FOR RELIEF**

8 **(Infringement of U.S. Patent No. 8,117,639)**

9 408. Netskope repeats and re-alleges all the allegations above as if fully set forth herein.

10 409. The '639 Patent contains 4 independent claims, *i.e.*, 1, 10, 17, and 27. Claim 1
11 recites:

12 A method for network access control, comprising:

13 at a control device, receiving a packet originating from a user device in a
14 first network, wherein the first network is connected to a second network via the
control device, and wherein the user device is associated with a user;

15 processing the packet according to a plurality of stages, including a client
16 discrimination stage and a user specific rule stage;

17 at the client discrimination stage, extracting information associated with the
18 user device from a header of the packet and associating the packet with user specific
traffic control rules and user specific firewall rules; and

19 at the user specific rule stage, accessing the user specific traffic control rules
20 and user specific firewall rules based on the extracted information associated with
the user device and applying the user specific traffic control rules and the user
21 specific firewall rules to the packet as governed by at least one user specific class
of service rule associated with the user on the user device in the first network.

22 410. Netskope owns all rights, title, and interest in the '639 Patent.

23 411. On November 11, 2024, Netskope notified Fortinet that its products infringe
24 Netskope's Patents.

25 412. Despite knowing of its infringement, Fortinet has continued to infringe the '639
26 patent.

1 413. Given Fortinet's past infringement and refusal to stop infringing, Netskope brings
2 these claims to stop Fortinet's infringement and recover damages sufficient to compensate
3 Netskope for Fortinet's infringement.

4 414. Fortinet makes, uses, sells, offers for sale, and/or imports technology products
5 including but not limited to the following exemplary products: FortiOS and FortiGate.

6 415. Fortinet has and continues to directly infringe, literally or under the doctrine of
7 equivalents, one or more claims of the '639 Patent by, among other things, making, using, selling,
8 offering for sale, and/or importing into the United States, including but not limited to FortiOS and
9 FortiGate.

10 416. For example, FortiOS and FortiGate infringe claim 1 of the '639 Patent as detailed
11 in Exhibit 12 attached hereto.

12 417. By making, using, selling, offering for sale, and/or importing infringing technology
13 products, including but not limited to FortiOS and FortiGate, Fortinet has injured Netskope and is
14 liable to Netskope for directly infringing one or more claims of the '639 Patent, including at least
15 claim 1, pursuant to 35 U.S.C. § 271(a).

16 418. Fortinet has and continues to indirectly infringe under 35 U.S.C. § 271(b) one or
17 more claims of the '639 Patent by knowingly and intentionally inducing others, including Fortinet
18 customers and end-users, to directly infringe, either literally or under the doctrine of equivalents,
19 by making, using, offering to sell, selling, and/or importing into the United States products that
20 include infringing technology.

21 419. Fortinet, with knowledge that these products, or the use thereof, infringe the '639
22 Patent at least as of the date of this Complaint, knowingly and intentionally induced, and continues
23 to knowingly and intentionally induce, direct infringement of the '639 Patent by providing these
24 products to end-users for use in an infringing manner without authority in violation of 35 U.S.C. §
25 271(b).

26 420. Netskope has not licensed or otherwise authorized Fortinet to make, use, sell, offer
27 for sale, or import any products that embody the inventions of the '639 Patent.
28

1 421. Fortinet is using the technology claimed in the '639 Patent without paying a
2 reasonable royalty. As a result of infringement of the '639 Patent by Fortinet, Netskope has suffered
3 monetary damages, and seeks recovery in an amount adequate to compensate for that infringement,
4 but in no event less than a reasonable royalty for the use made of the invention by Fortinet with
5 interest and costs as fixed by the Court.

6 422. Fortinet is infringing the '639 Patent in a manner best described as willful,
7 deliberate, in bad faith, consciously wrongful, and flagrant. For example, Netskope notified
8 Fortinet that it infringed the '639 Patent on November 11, 2024. Despite that, Fortinet has
9 continued to willfully infringe the '639 Patent in bad faith. Thus, Netskope is entitled to enhanced
10 damages.

11 423. Fortinet became aware of the '639 Patent no later than approximately November 11,
12 2024. Upon information and belief, as explained above, Fortinet has offered for sale or sold its
13 Accused Products within the United States without the authority of Netskope. By way of example,
14 Fortinet offers its products for sale in the United States and partners with U.S.-based retailers to
15 promote the Accused Products. Upon information and belief, the Accused Products contain
16 components for use in practicing at least one claim of the '639 Patent that constitute a material part
17 of the inventions claimed therein. Fortinet has done so while knowing, with specific intent, that
18 such components are especially made for use in infringing at least one claim of the '639 Patent and
19 are not a staple article or commodity suitable for substantial non-infringing use. The foregoing
20 actions by Fortinet constitute contributory infringement under 35 U.S.C. § 271(c) of at least one
21 claim of the '639 Patent.

22 424. To the extent that Fortinet does not perform all elements of claim 1, Fortinet directs
23 and controls the performance of those elements by third-parties (e.g., Fortinet customers). By way
24 of example, as indicated in the materials cited in Exhibits 10-18, Fortinet provides documentation
25 to its customers instructing its customers to perform each element of claim 1, and conditions proper
26 operation of the Fortinet products on performance of each element of claim 1.

425. Netskope has suffered, and will continue to suffer, irreparable harm as a result of Fortinet's infringement of the '639 Patent for which there is no adequate remedy at law, unless Fortinet's infringement is enjoined by this Court.

FOURTH CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 8,224,983)

426. Netskope repeats and re-alleges all the allegations above as if fully set forth herein.

427. The '983 Patent contains 3 independent claims, i.e., claims 1, 4, and 7. Claim 1 recites:

A method for allocating network bandwidth to users in a system having an authentication database storing user profiles, an access control device having a plurality of network interfaces coupled to a plurality of user devices and a provisioning device coupled to the access control device, comprising:

configuring the access control device to operate in a first state, wherein operation in the first state comprises regulating network bandwidth usage for a set of users based on a first network bandwidth limit associated with each of the users, and each of the set of users is associated with one of the plurality of user devices;

receiving a first network communication from a first network application running on a first user device coupled to one of the plurality of network interfaces;

accessing a first user profile for a first user associated with the first user device from the authentication database, wherein the first user profile comprises one or more attributes associated with the first user and the first user profile was retrieved from the authentication database based on credentials associated with the first user;

determining a second network bandwidth limit for the first user based on the first network bandwidth limit associated with each of the users and the one or more attributes associated with the first user; and

dynamically updating at least one of the first network bandwidth limits associated with the plurality of users based on the second network bandwidth limit including configuring the access control device to operate in a second state, wherein operation of the access control device in the second state comprises regulating network bandwidth usage for each of the plurality of users based on the first network bandwidth limits.

428. Netskope owns all rights, title, and interest in the '983 Patent.

429. On November 11, 2024, Netskope notified Fortinet that its products infringe Netskope's Patents.

430. Despite knowing of its infringement, Fortinet has continued to infringe the '983 patent.

1 431. Given Fortinet's past infringement and refusal to stop infringing, Netskope brings
2 these claims to stop Fortinet's infringement and recover damages sufficient to compensate
3 Netskope for Fortinet's infringement.

4 432. Fortinet makes, uses, sells, offers for sale, and/or imports technology products
5 including but not limited to the following exemplary product: FortiGate.

6 433. Fortinet has and continues to directly infringe, literally or under the doctrine of
7 equivalents, one or more claims of the '983 Patent by, among other things, making, using, selling,
8 offering for sale, and/or importing into the United States, including but not limited to FortiGate.

9 434. For example, FortiGate infringes claim 1 of the '983 Patent as detailed in Exhibit 13
10 attached hereto.

11 435. By making, using, selling, offering for sale, and/or importing infringing technology
12 products, including but not limited to FortiGate, Fortinet has injured Netskope and is liable to
13 Netskope for directly infringing one or more claims of the '983 Patent, including at least claim 1,
14 pursuant to 35 U.S.C. § 271(a).

15 436. Fortinet has and continues to indirectly infringe under 35 U.S.C. § 271(b) one or
16 more claims of the '983 Patent by knowingly and intentionally inducing others, including Fortinet
17 customers and end-users, to directly infringe, either literally or under the doctrine of equivalents,
18 by making, using, offering to sell, selling, and/or importing into the United States products that
19 include infringing technology.

20 437. Fortinet, with knowledge that these products, or the use thereof, infringe the
21 '983 Patent at least as of the date of this Complaint, knowingly and intentionally induced, and
22 continues to knowingly and intentionally induce, direct infringement of the '983 Patent by
23 providing these products to end-users for use in an infringing manner without authority in violation
24 of 35 U.S.C. § 271(b).

25 438. Netskope has not licensed or otherwise authorized Fortinet to make, use, sell, offer
26 for sale, or import any products that embody the inventions of the '983 Patent.

27 439. Fortinet is using the technology claimed in the '983 Patent without paying a
28 reasonable royalty. As a result of infringement of the '983 Patent by Fortinet, Netskope has

1 suffered monetary damages, and seeks recovery in an amount adequate to compensate for that
2 infringement, but in no event less than a reasonable royalty for the use made of the invention by
3 Fortinet with interest and costs as fixed by the Court.

4 440. Fortinet is infringing the '983 Patent in a manner best described as willful,
5 deliberate, in bad faith, consciously wrongful, and flagrant. For example, Netskope notified
6 Fortinet that it infringed the '983 Patent on November 11, 2024. Despite that, Fortinet has
7 continued to willfully infringe the '983 Patent in bad faith. Thus, Netskope is entitled to enhanced
8 damages.

9 441. Fortinet became aware of the '983 Patent no later than approximately November 11,
10 2024. Upon information and belief, as explained above, Fortinet has offered for sale or sold its
11 Accused Products within the United States without the authority of Netskope. By way of example,
12 Fortinet offers its products for sale in the United States and partners with U.S.-based retailers to
13 promote the Accused Products. Upon information and belief, the Accused Products contain
14 components for use in practicing at least one claim of the '983 Patent that constitute a material part
15 of the inventions claimed therein. Fortinet has done so while knowing, with specific intent, that
16 such components are especially made for use in infringing at least one claim of the '983 Patent and
17 are not a staple article or commodity suitable for substantial non-infringing use. The foregoing
18 actions by Fortinet constitute contributory infringement under 35 U.S.C. § 271(c) of at least one
19 claim of the '983 Patent.

20 442. To the extent that Fortinet does not perform all elements of claim 1, Fortinet directs
21 and controls the performance of those elements by third-parties (e.g., Fortinet customers). By way
22 of example, as indicated in the materials cited in Exhibits 10-18, Fortinet provides documentation
23 to its customers instructing its customers to perform each element of claim 1, and conditions proper
24 operation of the Fortinet products on performance of each element of claim 1.

25 443. Netskope has suffered, and will continue to suffer, irreparable harm as a result of
26 Fortinet's infringement of the '983 Patent for which there is no adequate remedy at law, unless
27 Fortinet's infringement is enjoined by this Court.
28

FIFTH CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 8,327,426)

444. Netskope repeats and re-alleges all the allegations above as if fully set forth herein.

445. The '426 Patent contains 3 independent claims, i.e., claims 1, 8, and 14. Claim 1 recites:

A machine-implemented method to execute on a machine, comprising:

receiving, by the machine, an authentication request from a principal, the request directed by the principal to an external service and intercepted by the method for receipt;

authenticating, by the machine, the principal; and

supplying, by the machine, an authentication message for use by an identity service on behalf of the principal, the authentication message serves as a new authentication request and as a new authentication response for single sign-on access of the principal to the identity service and other services external or internal to the identity service, the identity service acts as a proxy for access sessions to the other services on behalf of the principal, the principal's access sessions occur indirectly through the identity service and transparently to the principal, wherein the authentication message includes the new authentication request made on behalf of the principal and the authentication message also includes a new authentication response that satisfies the new authentication request, that response vouches for authentication of the principal to the identity service for the single sign-on access of the principal, the principal believing interactions are with the external service, which is one of the other services that the identity service controls access to, and a determination as to whether to use a single interaction or multiple interactions for authentication of the principal to the other services is automatically communicated in the new authentication response.

446. Netskope owns all rights, title, and interest in the '426 Patent.

447. On November 11, 2024, Netskope notified Fortinet that its products infringe Netskope's Patents.

448. Despite knowing of its infringement, Fortinet has continued to infringe Netskope's Patents.

449. Given Fortinet's past infringement and refusal to stop infringing, Netskope brings these claims to stop Fortinet's infringement and recover damages sufficient to compensate Netskope for Fortinet's infringement.

450. Fortinet makes, uses, sells, offers for sale, and/or imports technology products including but not limited to the following exemplary products: FortiGate and FortiAuthenticator.

1 451. Fortinet has and continues to directly infringe, literally or under the doctrine of
2 equivalents, one or more claims of the '426 Patent by, among other things, making, using, selling,
3 offering for sale, and/or importing into the United States, including but not limited to
4 FortiAuthenticator and FortiCASB.

5 452. For example, FortiAuthenticator and FortiCASB infringes claim 1 of the '426 Patent
6 as detailed in Exhibit 14 attached hereto.

7 453. By making, using, selling, offering for sale, and/or importing infringing technology
8 products, including but not limited to FortiAuthenticator and FortiCASB, Fortinet has injured
9 Netskope and is liable to Netskope for directly infringing one or more claims of the '426 Patent,
10 including at least claim 1, pursuant to 35 U.S.C. § 271(a).

11 454. Fortinet has and continues to indirectly infringe under 35 U.S.C. § 271(b) one or
12 more claims of the '426 Patent by knowingly and intentionally inducing others, including Fortinet
13 customers and end-users, to directly infringe, either literally or under the doctrine of equivalents,
14 by making, using, offering to sell, selling, and/or importing into the United States products that
15 include infringing technology.

16 455. Fortinet, with knowledge that these products, or the use thereof, infringe the
17 '426 Patent at least as of the date of this Complaint, knowingly and intentionally induced, and
18 continues to knowingly and intentionally induce, direct infringement of the '426 Patent by
19 providing these products to end-users for use in an infringing manner without authority in violation
20 of 35 U.S.C. § 271(b).

21 456. Netskope has not licensed or otherwise authorized Fortinet to make, use, sell, offer
22 for sale, or import any products that embody the inventions of the '426 Patent.

23 457. Fortinet is using the technology claimed in the '426 Patent without paying a
24 reasonable royalty. As a result of infringement of the '426 Patent by Fortinet, Netskope has
25 suffered monetary damages, and seeks recovery in an amount adequate to compensate for that
26 infringement, but in no event less than a reasonable royalty for the use made of the invention by
27 Fortinet with interest and costs as fixed by the Court.
28

460. To the extent that Fortinet does not perform all elements of claim 1, Fortinet directs and controls the performance of those elements by third-parties (e.g., Fortinet customers). By way of example, as indicated in the materials cited in Exhibits 10-18, Fortinet provides documentation to its customers instructing its customers to perform each element of claim 1, and conditions proper operation of the Fortinet products on performance of each element of claim 1.

SIXTH CLAIM FOR RELIEF

462. Netskope repeats and re-alleges all the allegations above as if fully set forth herein.

1 463. The '936 Patent contains 2 independent claims, i.e., claims 1 and 12. Claim 1
2 recites:

3 A method of detecting abnormal system states in computers, comprising:

4 receiving snapshots from a plurality of computers within a population of
5 computers, wherein individual snapshots include data indicating a state of a
6 respective computer;

7 automatically generating an adaptive reference model comprising a rule set
8 customized to characteristics of the population of computers, the rule set being
9 developed by identifying patterns among the snapshots from the plurality of
10 computers such that the adaptive reference model is indicative of normal states in
11 the computers within the population; and

12 comparing a snapshot from at least one of the computers to the adaptive
13 reference model to determine whether an anomaly is present in the state of the at
14 least one of the computers.

15 464. Netskope owns all rights, title, and interest in the '936 Patent.

16 465. On November 11, 2024, Netskope notified Fortinet that its products infringe
17 Netskope's Patents.

18 466. Despite knowing of its infringement, Fortinet has continued to infringe Netskope's
19 Patents.

20 467. Given Fortinet's past infringement and refusal to stop infringing, Netskope brings
21 these claims to stop Fortinet's infringement and recover damages sufficient to compensate
22 Netskope for Fortinet's infringement.

23 468. Fortinet makes, uses, sells, offers for sale, and/or imports technology products
24 including but not limited to the following exemplary products: FortiAuthenticator.

25 469. Fortinet has and continues to directly infringe, literally or under the doctrine of
26 equivalents, one or more claims of the '936 Patent by, among other things, making, using, selling,
27 offering for sale, and/or importing into the United States, including but not limited to
28 FortiAuthenticator.

 470. For example, FortiAuthenticator infringes claim 1 of the '936 Patent as detailed in
Exhibit 15 attached hereto.

 471. By making, using, selling, offering for sale, and/or importing infringing technology
products, including but not limited to FortiAuthenticator, Fortinet has injured Netskope and is liable

1 to Netskope for directly infringing one or more claims of the '936 Patent, including at least claim
2 1, pursuant to 35 U.S.C. § 271(a).

3 472. Fortinet has and continues to indirectly infringe under 35 U.S.C. § 271(b) one or
4 more claims of the '936 Patent by knowingly and intentionally inducing others, including Fortinet
5 customers and end-users, to directly infringe, either literally or under the doctrine of equivalents,
6 by making, using, offering to sell, selling, and/or importing into the United States products that
7 include infringing technology.

8 473. Fortinet, with knowledge that these products, or the use thereof, infringe the
9 '936 Patent at least as of the date of this Complaint, knowingly and intentionally induced, and
10 continues to knowingly and intentionally induce, direct infringement of the '936 Patent by
11 providing these products to end-users for use in an infringing manner without authority in violation
12 of 35 U.S.C. § 271(b).

13 474. Netskope has not licensed or otherwise authorized Fortinet to make, use, sell, offer
14 for sale, or import any products that embody the inventions of the '936 Patent.

15 475. Fortinet is using the technology claimed in the '936 Patent without paying a
16 reasonable royalty. As a result of infringement of the '936 Patent by Fortinet, Netskope has
17 suffered monetary damages, and seeks recovery in an amount adequate to compensate for that
18 infringement, but in no event less than a reasonable royalty for the use made of the invention by
19 Fortinet with interest and costs as fixed by the Court.

20 476. Fortinet is infringing the '936 Patent in a manner best described as willful,
21 deliberate, in bad faith, consciously wrongful, and flagrant. For example, Netskope notified
22 Fortinet that it infringed the '936 Patent on November 11, 2024. Despite that, Fortinet has
23 continued to willfully infringe the '936 Patent in bad faith. Thus, Netskope is entitled to enhanced
24 damages.

25 477. Fortinet became aware of the '936 Patent no later than approximately November 11,
26 2024. Upon information and belief, as explained above, Fortinet has offered for sale or sold its
27 Accused Products within the United States without the authority of Netskope. By way of example,
28 Fortinet offers its products for sale in the United States and partners with U.S.-based retailers to

1 promote the Accused Products. Upon information and belief, the Accused Products contain
 2 components for use in practicing at least one claim of the '936 Patent that constitute a material part
 3 of the inventions claimed therein. Fortinet has done so while knowing, with specific intent, that
 4 such components are especially made for use in infringing at least one claim of the '936 Patent and
 5 are not a staple article or commodity suitable for substantial non-infringing use. The foregoing
 6 actions by Fortinet constitute contributory infringement under 35 U.S.C. § 271(c) of at least one
 7 claim of the '936 Patent.

8 478. To the extent that Fortinet does not perform all elements of claim 1, Fortinet directs
 9 and controls the performance of those elements by third parties (e.g., Fortinet customers). By way
 10 of example, as indicated in the materials cited in Exhibits 10-18, Fortinet provides documentation
 11 to its customers instructing its customers to perform each element of claim 1, and conditions proper
 12 operation of the Fortinet products on performance of each element of claim 1.

13 479. Netskope has suffered, and will continue to suffer, irreparable harm as a result of
 14 Fortinet's infringement of the '936 Patent for which there is no adequate remedy at law, unless
 15 Fortinet's infringement is enjoined by this Court.

16 **SEVENTH CLAIM FOR RELIEF**

17 **(Infringement of U.S. Patent No. 8,397,282)**

18 480. Netskope repeats and re-alleges all the allegations above as if fully set forth herein.

19 481. The '282 Patent contains 3 independent claims, i.e., claims 1, 12, and 24. Claim 1
 20 recites:

21 A method for controlling data through a firewall performed on at least one data
 22 controlling computer having computer instructions stored on at least one non-
 transitory computer readable medium, comprising:

23 defining at least one node, wherein the at least one node is associated with
 24 two or more network interfaces;

25 associating a set of firewall rules with the at least one node;

26 receiving a packet at a first node of the at least one node; and

27 accepting or denying the packet based on the set of firewall rules, wherein
 28 the set of firewall rules is dynamically self-configurable during runtime without
 operator interaction, wherein the set of firewall rules comprises a plurality of
 chains of rules forming various paths through a hierarchical structure, and wherein

1 the hierarchical structure comprises defined places for dynamically updating the
2 set of firewall rules during runtime.

3 482. Netskope owns all rights, title, and interest in the '282 Patent.

4 483. On November 11, 2024, Netskope notified Fortinet that its products infringe
5 Netskope's Patents.

6 484. Despite knowing of its infringement, Fortinet has continued to infringe Netskope's
7 Patents.

8 485. Given Fortinet's past infringement and refusal to stop infringing, Netskope brings
9 these claims to stop Fortinet's infringement and recover damages sufficient to compensate
10 Netskope for Fortinet's infringement.

11 486. Fortinet makes, uses, sells, offers for sale, and/or imports technology products
12 including but not limited to the following exemplary products: FortiGate.

13 487. Fortinet has and continues to directly infringe, literally or under the doctrine of
14 equivalents, one or more claims of the '282 Patent by, among other things, making, using, selling,
15 offering for sale, and/or importing into the United States, including but not limited to FortiGate.

16 488. For example, FortiGate infringes claim 1 of the '282 Patent as detailed in Exhibit
17 16 attached hereto.

18 489. By making, using, selling, offering for sale, and/or importing infringing technology
19 products, including but not limited to FortiGate, Fortinet has injured Netskope and is liable to
20 Netskope for directly infringing one or more claims of the '282 Patent, including at least claim 1,
21 pursuant to 35 U.S.C. § 271(a).

22 490. Fortinet has and continues to indirectly infringe under 35 U.S.C. § 271(b) one or
23 more claims of the '282 Patent by knowingly and intentionally inducing others, including Fortinet
24 customers and end-users, to directly infringe, either literally or under the doctrine of equivalents,
25 by making, using, offering to sell, selling, and/or importing into the United States products that
26 include infringing technology.

27 491. Fortinet, with knowledge that these products, or the use thereof, infringe the
28 '282 Patent at least as of the date of this Complaint, knowingly and intentionally induced, and

1 continues to knowingly and intentionally induce, direct infringement of the '282 Patent by
2 providing these products to end-users for use in an infringing manner without authority in violation
3 of 35 U.S.C. § 271(b).

4 492. Netskope has not licensed or otherwise authorized Fortinet to make, use, sell, offer
5 for sale, or import any products that embody the inventions of the '282 Patent.

6 493. Fortinet is using the technology claimed in the '282 Patent without paying a
7 reasonable royalty. As a result of infringement of the '282 Patent by Fortinet, Netskope has
8 suffered monetary damages, and seeks recovery in an amount adequate to compensate for that
9 infringement, but in no event less than a reasonable royalty for the use made of the invention by
10 Fortinet with interest and costs as fixed by the Court.

11 494. Fortinet is infringing the '282 Patent in a manner best described as willful,
12 deliberate, in bad faith, consciously wrongful, and flagrant. For example, Netskope notified
13 Fortinet that it infringed the '282 Patent on November 11, 2024. Despite that, Fortinet has
14 continued to willfully infringe the '282 Patent in bad faith. Thus, Netskope is entitled to enhanced
15 damages.

16 495. Fortinet became aware of the '282 Patent no later than approximately November 11,
17 2024. Upon information and belief, as explained above, Fortinet has offered for sale or sold its
18 Accused Products within the United States without the authority of Netskope. By way of example,
19 Fortinet offers its products for sale in the United States and partners with U.S.-based retailers to
20 promote the Accused Products. Upon information and belief, the Accused Products contain
21 components for use in practicing at least one claim of the '282 Patent that constitute a material part
22 of the inventions claimed therein. Fortinet has done so while knowing, with specific intent, that
23 such components are especially made for use in infringing at least one claim of the '282 Patent and
24 are not a staple article or commodity suitable for substantial non-infringing use. The foregoing
25 actions by Fortinet constitute contributory infringement under 35 U.S.C. § 271(c) of at least one
26 claim of the '282 Patent.

27 496. To the extent that Fortinet does not perform all elements of claim 1, Fortinet directs
28 and controls the performance of those elements by third-parties (e.g., Fortinet customers). By way

of example, as indicated in the materials cited in Exhibits 10-18, Fortinet provides documentation to its customers instructing its customers to perform each element of claim 1, and conditions proper operation of the Fortinet products on performance of each element of claim 1.

497. Netskope has suffered, and will continue to suffer, irreparable harm as a result of Fortinet's infringement of the '282 Patent for which there is no adequate remedy at law, unless Fortinet's infringement is enjoined by this Court.

EIGHTH CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 8,661,153)

498. Netskope repeats and re-alleges all the allegations above as if fully set forth herein.

499. The '153 Patent contains 3 independent claims, i.e., claims 1, 10, and 15. Claim 1 recites:

A method executing on a control device for allocating network bandwidth to users accessing a first network, comprising:

in response to a first user of the users connecting to said control device using a user device on a second network, obtaining a user bandwidth allocation profile for said first user based on user credentials, wherein said first user is a human user wherein said user bandwidth allocation profile is stored local or remote to said control device, wherein the user bandwidth allocation profile contains an arbitrary number of attributes specifying bandwidth limitations for the first user, and wherein said control device is located between said user device and said first network, said control device capable of dynamically altering bandwidth allocations among a set of users on said second network;

based on the arbitrary number of attributes in each user profile, establishing user specific rules and conditions that are bound to the first user during a control session based on the user device associated with the first user and the first credentials provided by the first user for the control session wherein the user specific rules include at least one network bandwidth limit for the first user;

obtaining information identifying said user device used by said first user on said second network to connect to said control device for accessing said first network;

associating said at least one traffic control rule with said first user based on said user credentials and considering said information identifying said user device used by said first user on said second network to connect to said control device for accessing said first network; and

dynamically updating the network bandwidth for said first user utilizing said at least one traffic control rule associated with said first user.

1 500. Netskope owns all rights, title, and interest in the '153 Patent.

2 501. On November 11, 2024, Netskope notified Fortinet that its products infringe
3 Netskope's Patents.

4 502. Despite knowing of its infringement, Fortinet has continued to infringe Netskope's
5 Patents.

6 503. Given Fortinet's past infringement and refusal to stop infringing, Netskope brings
7 these claims to stop Fortinet's infringement and recover damages sufficient to compensate
8 Netskope for Fortinet's infringement.

9 504. Fortinet makes, uses, sells, offers for sale, and/or imports technology products
10 including but not limited to the following exemplary products: FortiGate.

11 505. Fortinet has and continues to directly infringe, literally or under the doctrine of
12 equivalents, one or more claims of the '153 Patent by, among other things, making, using, selling,
13 offering for sale, and/or importing into the United States, including but not limited to FortiGate.

14 506. For example, FortiGate infringes claim 1 of the '153 Patent as detailed in Exhibit
15 17 attached hereto.

16 507. By making, using, selling, offering for sale, and/or importing infringing technology
17 products, including but not limited to FortiGate, Fortinet has injured Netskope and is liable to
18 Netskope for directly infringing one or more claims of the '153 Patent, including at least claim 1,
19 pursuant to 35 U.S.C. § 271(a).

20 508. Fortinet has and continues to indirectly infringe under 35 U.S.C. § 271(b) one or
21 more claims of the '153 Patent by knowingly and intentionally inducing others, including Fortinet
22 customers and end-users, to directly infringe, either literally or under the doctrine of equivalents,
23 by making, using, offering to sell, selling, and/or importing into the United States products that
24 include infringing technology.

25 509. Fortinet, with knowledge that these products, or the use thereof, infringe the
26 '153 Patent at least as of the date of this Complaint, knowingly and intentionally induced, and
27 continues to knowingly and intentionally induce, direct infringement of the '153 Patent by
28

1 providing these products to end-users for use in an infringing manner without authority in violation
2 of 35 U.S.C. § 271(b).

3 510. Netskope has not licensed or otherwise authorized Fortinet to make, use, sell, offer
4 for sale, or import any products that embody the inventions of the '153 Patent.

5 511. Fortinet is using the technology claimed in the '153 Patent without paying a
6 reasonable royalty. As a result of infringement of the '153 Patent by Fortinet, Netskope has
7 suffered monetary damages, and seeks recovery in an amount adequate to compensate for that
8 infringement, but in no event less than a reasonable royalty for the use made of the invention by
9 Fortinet with interest and costs as fixed by the Court.

10 512. Fortinet is infringing the '153 Patent in a manner best described as willful,
11 deliberate, in bad faith, consciously wrongful, and flagrant. For example, Netskope notified
12 Fortinet that it infringed the '153 Patent on November 11, 2024. Despite that, Fortinet has
13 continued to willfully infringe the '153 Patent in bad faith. Thus, Netskope is entitled to enhanced
14 damages.

15 513. Fortinet became aware of the '153 Patent no later than approximately November 11,
16 2024. Upon information and belief, as explained above, Fortinet has offered for sale or sold its
17 Accused Products within the United States without the authority of Netskope. By way of example,
18 Fortinet offers its products for sale in the United States and partners with U.S.-based retailers to
19 promote the Accused Products. Upon information and belief, the Accused Products contain
20 components for use in practicing at least one claim of the '153 Patent that constitute a material part
21 of the inventions claimed therein. Fortinet has done so while knowing, with specific intent, that
22 such components are especially made for use in infringing at least one claim of the '153 Patent and
23 are not a staple article or commodity suitable for substantial non-infringing use. The foregoing
24 actions by Fortinet constitute contributory infringement under 35 U.S.C. § 271(c) of at least one
25 claim of the '153 Patent.

26 514. To the extent that Fortinet does not perform all elements of claim 1, Fortinet directs
27 and controls the performance of those elements by third-parties (e.g., Fortinet customers). By way
28 of example, as indicated in the materials cited in Exhibits 10-18, Fortinet provides documentation

1 to its customers instructing its customers to perform each element of claim 1, and conditions proper
2 operation of the Fortinet products on performance of each element of claim 1.

3 515. Netskope has suffered, and will continue to suffer, irreparable harm as a result of
4 Fortinet's infringement of the '153 Patent for which there is no adequate remedy at law, unless
5 Fortinet's infringement is enjoined by this Court.

6 **NINTH CLAIM FOR RELIEF**

7 **(Infringement of U.S. Patent No. 8,635,697)**

8 516. Netskope repeats and re-alleges all the allegations above as if fully set forth herein.

9 517. The '697 Patent contains 3 independent claims, i.e., claims 1, 15, and 24. Claim 1
10 recites:

11 A method of network based malware detection in a service provider network, the
12 method comprising:

13 receiving one or more transmission control protocol (TCP) packets
14 originating from an access device coupled to the service provider network, the one
or more TCP packets

15 defining a TCP session between a computing device coupled to the access
device, and a destination coupled to the service provider network;

16 determining an operating system identifier (OS ID) associated with the TCP
17 session and the computing device;

18 determining if malware is present in the TCP session and an associated
malware ID by comparing a malware signature to the one or more TCP packets; and

19 generating an alert identifying a network address associated with the access
20 device, the malware ID and the OS ID associated with TCP session that generated
the alert.

21 518. Netskope owns all rights, title, and interest in the '697 Patent.

22 519. On November 11, 2024, Netskope notified Fortinet that its products infringe
23 Netskope's Patents.

24 520. Despite knowing of its infringement, Fortinet has continued to infringe Netskope's
25 Patents.

26 521. Given Fortinet's past infringement and refusal to stop infringing, Netskope brings
27 these claims to stop Fortinet's infringement and recover damages sufficient to compensate
28 Netskope for Fortinet's infringement.

1 522. Fortinet makes, uses, sells, offers for sale, and/or imports technology products
2 including but not limited to the following exemplary products: FortiGate and FortiCASB.

3 523. Fortinet has and continues to directly infringe, literally or under the doctrine of
4 equivalents, one or more claims of the '697 Patent by, among other things, making, using, selling,
5 offering for sale, and/or importing into the United States, including but not limited to FortiGate and
6 FortiCASB.

7 524. For example, FortiGate infringes claim 1 of the '697 Patent as detailed in Exhibit
8 18 attached hereto.

9 525. By making, using, selling, offering for sale, and/or importing infringing technology
10 products, including but not limited to FortiGate and FortiCASB, Fortinet has injured Netskope and
11 is liable to Netskope for directly infringing one or more claims of the '697 Patent, including at least
12 claim 1, pursuant to 35 U.S.C. § 271(a).

13 526. Fortinet has and continues to indirectly infringe under 35 U.S.C. § 271(b) one or
14 more claims of the '697 Patent by knowingly and intentionally inducing others, including Fortinet
15 customers and end-users, to directly infringe, either literally or under the doctrine of equivalents,
16 by making, using, offering to sell, selling, and/or importing into the United States products that
17 include infringing technology.

18 527. Fortinet, with knowledge that these products, or the use thereof, infringe the
19 '697 Patent at least as of the date of this Complaint, knowingly and intentionally induced, and
20 continues to knowingly and intentionally induce, direct infringement of the '697 Patent by
21 providing these products to end-users for use in an infringing manner without authority in violation
22 of 35 U.S.C. § 271(b).

23 528. Netskope has not licensed or otherwise authorized Fortinet to make, use, sell, offer
24 for sale, or import any products that embody the inventions of the '697 Patent.

25 529. Fortinet is using the technology claimed in the '697 Patent without paying a
26 reasonable royalty. As a result of infringement of the '697 Patent by Fortinet, Netskope has
27 suffered monetary damages, and seeks recovery in an amount adequate to compensate for that
28

1 infringement, but in no event less than a reasonable royalty for the use made of the invention by
2 Fortinet with interest and costs as fixed by the Court.

3 530. Fortinet is infringing the '697 Patent in a manner best described as willful,
4 deliberate, in bad faith, consciously wrongful, and flagrant. For example, Netskope notified
5 Fortinet that it infringed the '697 Patent on November 11, 2024. Despite that, Fortinet has
6 continued to willfully infringe the '697 Patent in bad faith. Thus, Netskope is entitled to enhanced
7 damages.

8 531. Fortinet became aware of the '697 Patent no later than approximately November 11,
9 2024. Upon information and belief, as explained above, Fortinet has offered for sale or sold its
10 Accused Products within the United States without the authority of Netskope. By way of example,
11 Fortinet offers its products for sale in the United States and partners with U.S.-based retailers to
12 promote the Accused Products. Upon information and belief, the Accused Products contain
13 components for use in practicing at least one claim of the '697 Patent that constitute a material part
14 of the inventions claimed therein. Fortinet has done so while knowing, with specific intent, that
15 such components are especially made for use in infringing at least one claim of the '697 Patent and
16 are not a staple article or commodity suitable for substantial non-infringing use. The foregoing
17 actions by Fortinet constitute contributory infringement under 35 U.S.C. § 271(c) of at least one
18 claim of the '697 Patent.

19 532. To the extent that Fortinet does not perform all elements of claim 1, Fortinet directs
20 and controls the performance of those elements by third-parties (e.g., Fortinet customers). By way
21 of example, as indicated in the materials cited in Exhibits 10-18, Fortinet provides documentation
22 to its customers instructing its customers to perform each element of claim 1, and conditions proper
23 operation of the Fortinet products on performance of each element of claim 1.

24 533. Netskope has suffered, and will continue to suffer, irreparable harm as a result of
25 Fortinet's infringement of the '697 Patent for which there is no adequate remedy at law, unless
26 Fortinet's infringement is enjoined by this Court.

27 **PRAYER FOR RELIEF**

28 Netskope respectfully requests the following relief:

1 A. That Defendant has infringed each of Netskope's Patents in violation of 35 U.S.C.
2 § 271;

3 B. Awarding Netskope its damages suffered as a result of Fortinet's infringement,
4 including but not limited to Fortinet's profits, Netskope's actual damages, enhanced damages,
5 exemplary damages, costs, prejudgment and post-judgment interest, and reasonable attorney fees;

6 C. Trebling Netskope's damages from Fortinet due to willfulness;

7 D. Enjoining further wrongful acts by Fortinet that would further irreparably injure
8 Netskope's intellectual property;

9 E. A judgment and order requiring Defendant to provide accountings and to pay
10 supplemental damages to Plaintiff, including, without limitation, prejudgment and post-judgment
11 interest; and

12 F. That the Court declare that this case is exceptional under 35 U.S.C. § 285 and award
13 Netskope its attorneys' fees, costs, and expenses incurred in this action;

14 G. That the Court award Netskope any and all other relief to which Netskope may show
15 itself to be entitled; and

16 H. That the Court award Netskope any other relief as the Court may deem just,
17 equitable, and proper.

18 **JURY DEMAND**

19 Netskope hereby demands a jury trial on all issues and claims so triable.

20 DATED: March 7, 2025

PERKINS COIE LLP

21
22 By: /s/ Thomas N. Millikan

Thomas N. Millikan, Bar No. 234430

TMillikan@perkinscoie.com

Joseph P. Reid, Bar No. 211082

JReid@perkinscoie.com

Andrew N. Klein, Bar No. 300221

AKlein@perkinscoie.com

Attorneys for Plaintiff

Netskope, Inc.