

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

GOLDEN EYE TECHNOLOGIES LLC,

Plaintiff,

v.

CISCO SYSTEMS, INC.,

Defendant.

CASE NO. 2:25-cv-00898

JURY TRIAL DEMANDED

**DEFENDANT CISCO SYSTEMS, INC.’S ANSWER AND DEFENSES TO PLAINTIFF
GOLDEN EYE TECHNOLOGIES LLC’S COMPLAINT**

Defendant Cisco Systems, Inc. (“Defendant” or “Cisco”), by and through its attorneys, hereby answers the Complaint (“Complaint”) filed by Plaintiff Golden Eye Technologies LLC (“Plaintiff” or “Golden Eye”), as follows. Anything in the Complaint that is not expressly admitted is hereby denied.

The headings and subheadings in Cisco’s Answer are used solely for purposes of convenience and organization to mirror those appearing in the Complaint; to the extent that any headings or other non-numbered statements in the Complaint contain or imply any allegations, Cisco denies each and every allegation therein.

ANSWER TO THE COMPLAINT

Response to “THE PARTIES”

1. Cisco is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 and on that basis denies each and every allegation.

2. Cisco admits that it is a corporation organized under the laws of the State of Delaware. Cisco admits that its principal place of business is at 170 West Tasman Drive, San Jose, California 95134. Cisco admits that it is registered to do business in Texas. Cisco admits that its stock is traded in the NASDAQ stock market under the symbol “CSCO.” To the extent paragraph 2 alleges legal conclusions, no response is required. Otherwise, Cisco denies all remaining allegations in paragraph 2.

3. Cisco admits that it published a 2024 Annual Report, which speaks for itself. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 3.

4. Cisco admits that it published a 2024 Annual Report, which speaks for itself. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 4.

5. Cisco admits that it markets and sells the Accused Products, which are networking products. Cisco admits that it published a 2024 Annual Report, which speaks for itself. Cisco admits that it has business addresses in San Jose, California, Austin, Texas, and Richardson, Texas. To the extent paragraph 5 alleges legal conclusions, no response is required. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 5.

6. Cisco admits that it markets and sells the Accused Products. To the extent paragraph 6 alleges legal conclusions, no response is required. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 6.

Response to “JURISDICTION AND VENUE”

7. Cisco admits that the Complaint was filed as a patent infringement suit under Title 35 of the United States Code but denies that there are factual or legal bases for Plaintiff’s claims. To the extent paragraph 7 alleges legal conclusions, no response is required. To the extent an answer is required, Cisco denies all remaining allegations in paragraph 7.

8. Cisco admits that the Complaint was filed as a patent infringement suit under Title 35 of the United States Code but denies that there are factual or legal bases for Plaintiff's claims. To the extent paragraph 8 alleges legal conclusions, no response is required. To the extent an answer is required, Cisco denies all remaining allegations in paragraph 8.

9. Cisco admits that it is registered to do business in Texas. Cisco admits that it has a business address at 2300 East President George Bush Highway, Richardson, TX 75082. Cisco denies that it commits any "infringing activities" related to the Asserted Patents. Cisco denies that it derives any revenue from "infringing goods." To the extent paragraph 9 alleges legal conclusions, no response is required. To the extent an answer is required, Cisco denies all remaining allegations in paragraph 9.

10. Cisco admits that Cisco Catalyst 9100 series Access Points; Cisco Meraki-branded Access Points; Cisco Aironet 4800, 3800, and 2800 Series Access Points; Cisco Business 150AX Access Point; Cisco 3504, 5520, 8540, and 9800 Wireless Controllers; and Virtual Wireless Controllers are Cisco products. Cisco admits that it has business addresses in Richardson, Texas and at 12515 Research Blvd and 11501 Burnet Road in Austin, Texas. To the extent paragraph 10 alleges legal conclusions, no response is required. To the extent an answer is required, Cisco denies all remaining allegations in paragraph 10.

11. Cisco admits that it has a business address at 2300 East President George Bush Highway, Richardson, TX 75082. Cisco denies that it has "committed acts of infringement" related to the Asserted Patents. Cisco denies that it derives any revenue from "infringing goods." To the extent paragraph 11 alleges legal conclusions, no response is required. To the extent an answer is required, Cisco denies all remaining allegations in paragraph 11.

12. To the extent paragraph 12 alleges legal conclusions, no response is required. To the extent an answer is required, Cisco denies all remaining allegations in paragraph 12.

Response to “THE ASSERTED PATENTS AND TECHNOLOGY”

13. Cisco denies each and every allegation contained in paragraph 13.

14. Cisco denies each and every allegation contained in paragraph 14.

15. Cisco denies each and every allegation contained in paragraph 15.

16. Cisco denies each and every allegation contained in paragraph 16.

17. Cisco denies each and every allegation contained in paragraph 17.

18. Cisco denies each and every allegation contained in paragraph 18.

19. Cisco admits that it markets and sells the Accused Products, which are networking products. Cisco admits that it published a 2024 Annual Report, which speaks for itself. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 19.

20. Cisco denies that the Accused Products infringe or are covered by the Asserted Patents. Cisco admits that it has marketed and sold the Accused Products. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 20.

21. Cisco denies each and every allegation contained in paragraph 21.

22. Cisco denies each and every allegation contained in paragraph 22.

23. Cisco denies each and every allegation contained in paragraph 23.

24. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 24.

25. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 25.

26. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 26.

27. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 27.

28. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 28.

29. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 29.

30. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 30.

31. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 31.

32. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 32.

33. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 33.

34. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 34.

35. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 35.

36. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 36.

37. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 37.

38. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 38.

39. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 39.

40. Cisco admits that IEEE publishes 802.11ax standards on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 40.

41. Cisco admits that IEEE publishes 802.11ax standards on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 41.

42. Cisco admits that IEEE publishes 802.11ax standards on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 42.

43. Cisco admits that IEEE publishes 802.11ax standards on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 43.

Response to “COUNT I (INFRINGEMENT OF U.S. PATENT NO. 9,271,243)”

44. Cisco repeats and re-alleges the responses set forth in the preceding paragraphs as though set forth herein.

45. Cisco is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 and on that basis denies each and every allegation.

46. Cisco admits that the '243 patent on its face states that it issued from U.S. Patent Application No. 14/123,672. To the extent paragraph 46 alleges legal conclusions, no response is

required. To the extent an answer is required, Cisco denies all remaining allegations in paragraph 46.

47. Cisco denies each and every allegation contained in paragraph 47.

48. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 48 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 48.

49. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 49 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 49.

50. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 50 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 50.

51. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 51.

52. Cisco denies each and every allegation contained in paragraph 52.

53. Cisco admits that there was correspondence between Golden Eye and Cisco before the Complaint was filed, which speaks for itself. To the extent paragraph 53 alleges legal

conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 53.

54. Cisco is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 54 and on that basis denies each and every allegation.

55. Cisco denies each and every allegation contained in paragraph 55.

56. Cisco denies each and every allegation contained in paragraph 56.

57. Cisco denies each and every allegation contained in paragraph 57.

58. Cisco denies each and every allegation contained in paragraph 58.

Response to “COUNT II (INFRINGEMENT OF U.S. PATENT NO. 9,344,978)”

59. Cisco repeats and re-alleges the responses set forth in the preceding paragraphs as though set forth herein.

60. Cisco is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 60 and on that basis denies each and every allegation.

61. Cisco admits that the '978 patent on its face states that it issued from U.S. Patent Application No. 13/668,313. To the extent paragraph 61 alleges legal conclusions, no response is required. To the extent an answer is required, Cisco denies all remaining allegations in paragraph 61.

62. Cisco denies each and every allegation contained in paragraph 62.

63. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 63 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 63.

64. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 64 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 64.

65. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 65 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 65.

66. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 66.

67. Cisco denies each and every allegation contained in paragraph 67.

68. Cisco admits that there was correspondence between Golden Eye and Cisco before the Complaint was filed, which speaks for itself. To the extent paragraph 68 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 68.

69. Cisco is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 69 and on that basis denies each and every allegation.

70. Cisco denies each and every allegation contained in paragraph 70.

71. Cisco denies each and every allegation contained in paragraph 71.

72. Cisco denies each and every allegation contained in paragraph 72.

73. Cisco denies each and every allegation contained in paragraph 73.

Response to “COUNT III (INFRINGEMENT OF U.S. PATENT NO. 9,918,236)”

74. Cisco repeats and re-alleges the responses set forth in the preceding paragraphs as though set forth herein.

75. Cisco is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 75 and on that basis denies each and every allegation.

76. Cisco admits that the '236 patent on its face states that it issued from U.S. Patent Application No. 15/149,050. To the extent paragraph 76 alleges legal conclusions, no response is required. To the extent an answer is required, Cisco denies all remaining allegations in paragraph 76.

77. Cisco denies each and every allegation contained in paragraph 77.

78. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 78 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 78.

79. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 79 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 79.

80. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 80 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 80.

81. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 81.

82. Cisco denies each and every allegation contained in paragraph 82.

83. Cisco admits that there was correspondence between Golden Eye and Cisco before the Complaint was filed, which speaks for itself. To the extent paragraph 83 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 83.

84. Cisco is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 84 and on that basis denies each and every allegation.

85. Cisco denies each and every allegation contained in paragraph 85.

86. Cisco denies each and every allegation contained in paragraph 86.

87. Cisco denies each and every allegation contained in paragraph 87.

88. Cisco denies each and every allegation contained in paragraph 88.

Response to “COUNT IV (INFRINGEMENT OF U.S. PATENT NO. 9,717,037)”

89. Cisco repeats and re-alleges the responses set forth in the preceding paragraphs as though set forth herein.

90. Cisco is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 90 and on that basis denies each and every allegation.

91. Cisco admits that the '037 patent on its face states that it issued from U.S. Patent Application No. 14/411,278. To the extent paragraph 91 alleges legal conclusions, no response is

required. To the extent an answer is required, Cisco denies all remaining allegations in paragraph 91.

92. Cisco denies each and every allegation contained in paragraph 92.

93. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 93 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 93.

94. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 94 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 94.

95. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 95 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 95.

96. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 96.

97. Cisco denies each and every allegation contained in paragraph 97.

98. Cisco admits that there was correspondence between Golden Eye and Cisco before the Complaint was filed, which speaks for itself. To the extent paragraph 98 alleges legal

conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 98.

99. Cisco is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 99 and on that basis denies each and every allegation.

100. Cisco denies each and every allegation contained in paragraph 100.

101. Cisco denies each and every allegation contained in paragraph 101.

102. Cisco denies each and every allegation contained in paragraph 102.

103. Cisco denies each and every allegation contained in paragraph 103.

Response to “COUNT V (INFRINGEMENT OF U.S. PATENT NO. 10,051,556)”

104. Cisco repeats and re-alleges the responses set forth in the preceding paragraphs as though set forth herein.

105. Cisco is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 105 and on that basis denies each and every allegation.

106. Cisco admits that the '556 patent on its face states that it issued from U.S. Patent Application No. 15/618,443. To the extent paragraph 106 alleges legal conclusions, no response is required. To the extent an answer is required, Cisco denies all remaining allegations in paragraph 106.

107. Cisco denies each and every allegation contained in paragraph 107.

108. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 108 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 108.

109. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 109 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 109.

110. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has marketed and sold the Accused Products. To the extent paragraph 110 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 110.

111. Cisco denies that it infringes any Asserted Patent. Cisco admits that it has published and distributed data sheets, manuals, and guides related to its products on its website, which speak for themselves. Except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 111.

112. Cisco denies each and every allegation contained in paragraph 112.

113. Cisco admits that there was correspondence between Golden Eye and Cisco before the Complaint was filed, which speaks for itself. To the extent paragraph 113 alleges legal conclusions, no response is required. To the extent an answer is required, and except as expressly so admitted, Cisco denies each and every allegation contained in paragraph 113.

114. Cisco is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 114 and on that basis denies each and every allegation.

115. Cisco denies each and every allegation contained in paragraph 115.

116. Cisco denies each and every allegation contained in paragraph 116.

117. Cisco denies each and every allegation contained in paragraph 117.

118. Cisco denies each and every allegation contained in paragraph 118.

Response to “CONCLUSION”

119. Cisco denies each and every allegation contained in paragraph 119.

120. Cisco denies each and every allegation contained in paragraph 120.

Response to “JURY DEMAND”

121. No response is required to Plaintiff’s demand for a trial by jury in this case.

Defendant also demands a trial by jury on all issues so triable.

Response to “PRAYER FOR RELIEF”

122. Defendant denies that Plaintiff is entitled to the relief requested in Plaintiff’s Prayer for Relief, and to the extent that such prayer contains factual allegations relating to Cisco, such allegations are denied. Plaintiff’s prayer for relief should be denied, with prejudice, in its entirety.

* * *

AFFIRMATIVE AND OTHER DEFENSES

123. Further answering the Complaint and as additional defenses thereto, Cisco asserts the following affirmative and other defenses. Cisco does not intend hereby to assume the burden of proof with respect to those matters as to which, pursuant to law, Plaintiff bears the burden. Cisco reserves the right to add additional defenses and/or supplement its defenses, including (but not limited to) those related to the unenforceability of the Asserted Patents based on inequitable conduct, as Defendant learns additional facts.

FIRST DEFENSE: FAILURE TO STATE A CLAIM

124. The Complaint, and one or more claims for relief set forth therein, fails to state a claim upon which relief can be granted.

SECOND DEFENSE: NON-INFRINGEMENT

125. Cisco does not infringe, has not infringed, and does not and has not induced infringement or contributed to infringement of any claim of the Asserted Patents under any theory, including literal infringement or infringement under the doctrine of equivalents.

THIRD DEFENSE: NO WILLFUL INFRINGEMENT

126. Plaintiff is not entitled to enhanced damages under 35 U.S.C. § 284 because Cisco has not intentionally, willfully, or deliberately infringed any claim of the Asserted Patents, or acted with egregiousness with respect to the Asserted Patents.

FOURTH DEFENSE: INVALIDITY AND INELIGIBILITY

127. Each and every claim of the Asserted Patents is invalid and/or ineligible for failure to meet the conditions and requirements for patentability set forth, *inter alia*, in 35 U.S.C. § 101 *et seq.*, including, without limitation, 35 U.S.C. §§ 101, 102, 103, and/or 112.

FIFTH DEFENSE: PROSECUTION HISTORY ESTOPPEL AND DISCLAIMER

128. By virtue of statements, amendments made, and/or positions taken during prosecution of the applications for the Asserted Patents and/or related patents or patent applications, whether explicit or implicit, Plaintiff is barred from claiming that the Asserted Patents cover or include, either literally or by application of the doctrine of equivalents, any of Cisco's methods, products, systems, services, or processes. To the extent that Plaintiff's alleged cause of action for infringement of any of the Asserted Patents is based on the doctrine of equivalents, Plaintiff is barred under the doctrine of prosecution history estoppel and/or other limits to allegations of infringement.

SIXTH DEFENSE: FAILURE TO MARK

129. To the extent Plaintiff has failed to comply with the notice requirements of 35 U.S.C. § 287, Plaintiff is barred from all monetary relief for acts that occurred prior to Plaintiff providing actual notice to Cisco.

SEVENTH DEFENSE: LIMITATION ON DAMAGES

130. Pursuant to 35 U.S.C. § 286, Plaintiff is barred from recovering any damages for acts that occurred more than six years before it filed the Complaint in this action.

EIGHTH DEFENSE: LICENSE, EXHAUSTION, WAIVER, AND ESTOPPEL

131. Plaintiff's claims are barred, in whole or in part, by license, exhaustion, and/or the doctrines of waiver and/or equitable estoppel.

NINTH DEFENSE: UNCLEAN HANDS

132. Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.

TENTH DEFENSE: NO EXCEPTIONAL CASE

133. Plaintiff cannot prove that this is an exceptional case justifying an award of attorneys' fees against Cisco under 35 U.S.C. § 285 or otherwise.

PRAYER FOR RELIEF

Cisco respectfully requests that this Court enter judgment in its favor against Plaintiff and grant the following relief:

- A. A judgment dismissing Plaintiff's Complaint against Cisco in its entirety with prejudice;
- B. An Order declaring that Plaintiff take nothing on the claims asserted in the Complaint;
- C. A Declaration that Cisco has not infringed any valid claim of any of the Asserted Patents and is not liable on Counts 1 through 5;

- D. That all costs be taxed against Plaintiff;
- E. A finding that this case is exceptional pursuant to 35 U.S.C. § 285 and awarding Cisco its reasonable attorneys' fees, expenses, and costs incurred in connection with this action;
- F. An award to Cisco of its costs, expenses, disbursements, and attorneys' fees incurred in connection with this action; and
- G. Any such other relief in favor of Cisco and against Plaintiff as the Court may deem appropriate and just under the circumstances.

JURY DEMAND

Cisco requests a jury trial for those issues so triable herein.

Dated: November 3, 2025

Respectfully submitted,

/s/ Shaun W. Hassett

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