1   BENEDICT O'MAHONEY (Bar No.152447)
    TERRA LAW
2   177 Park Avenue, Third Floor
    San Jose, California 95113
3   Telephone: 408-299-1200
    Facsimile: 408-998-4895
4   Email: bomahoney@terralaw.com

5   JONATHAN T. SUDER (*Pro Hac Vice To Be Filed*)
    CORBY R. VOWELL (*Pro Hac Vice To Be Filed*)
6   TODD I. BLUMENFELD (*Pro Hac Vice To Be Filed*)
    FRIEDMAN, SUDER & COOKE
7   Tindall Square Warehouse No. 1
    604 East 4th Street, Suite 200
8   Fort Worth, Texas 76102
    Telephone: (817) 334-0400
9   Facsimile: (817) 334-0401
    Email: jts@fsclaw.com
10 Email: vowell@fsclaw.com
    Email: blumenfeld@fsclaw.com
11
    Attorneys for Plaintiff
12 SOFTVAULT SYSTEMS, INC.

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14   **UNITED STATES DISTRICT COURT**

15   **NORTHERN DISTRICT OF CALIFORNIA**

16   **SAN JOSE DIVISION**

17 SOFTVAULT SYSTEMS, INC.,   CASE NO. CV 13-03087

18   Plaintiff,

19   vs.   **COMPLAINT FOR INFRINGEMENT
                                     OF U.S. PATENT NOS. 6,249,868 AND
20 CISCO SYSTEMS, INC.,   6,594,765**

                 Defendant.
21   **JURY TRIAL DEMANDED**

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    1176713

    COMPLAINT FOR INFRINGEMENT OF PATENT

Filed
JUL - 2 2013
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

1   Plaintiff SOFTVAULT SYSTEMS, INC. files its Complaint against Defendant CISCO

2   SYSTEMS, INC., alleging as follows:

3   **THE PARTIES**

4   1.   Plaintiff SOFTVAULT SYSTEMS, INC. ("SoftVault") is a corporation organized

5   and existing under the laws of the State of Washington with its principle place of business in the

6   State of Washington.

7   2.   Upon information and belief CISCO SYSTEMS, INC. ("CISCO") is a

8   corporation organized and existing under the laws of the State of California, with its principal

9   place of business in San Jose, CA. CISCO may be served with process through its registered

10   agent Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA

11   95833.

12   **JURISDICTION AND VENUE**

13   3.   This is an action for infringement of United States patents. This Court has

14   exclusive jurisdiction of such action under Title 28 U.S.C. § 1338(a).

15   4.   Upon information and belief, CISCO is subject to personal jurisdiction by this

16   Court. CISCO has committed such purposeful acts and/or transactions in the State of California

17   that it reasonably knew and/or expected that it could be hailed into a California court as a future

18   consequence of such activity. CISCO makes, uses, and/or sells infringing products within the

19   Northern District of California and has a continuing presence and the requisite minimum

20   contacts with the Northern District of California, such that this venue is a fair and reasonable

21   one. Upon information and belief, CISCO has transacted and, at the time of the filing of this

22   Complaint, is continuing to transact business within the Northern District of California. For all

23   of these reasons, personal jurisdiction exists and venue is proper in this Court under 28 U.S.C.

24   §§ 1391(b)(1), (2) and (c)(2) and 28 U.S.C. § 1400(b).

25   **PATENTS-IN-SUIT**

26   5.   On June 19, 2001, United States Patent No. 6,249,868 BI ("the '868 Patent") was

27   duly and legally issued for "METHOD AND SYSTEM FOR EMBEDDED, AUTOMATED,

28   COMPONENT-LEVEL CONTROL OF COMPUTER SYSTEMS AND OTHER COMPLEX

1 SYSTEMS." A true and correct copy of the '868 Patent is attached hereto as Exhibit A and

2 made a part hereof.

3   6.   On July 15, 2003, United States Patent No. 6,594,765 B2 ("the '765 Patent") was

4 duly and legally issued for "METHOD AND SYSTEM FOR EMBEDDED, AUTOMATED,

5 COMPONENT-LEVEL CONTROL OF COMPUTER SYSTEMS AND OTHER COMPLEX

6 SYSTEMS." A true and correct copy of the '765 Patent is attached hereto as Exhibit B and

7 made a part hereof.

8   7.   The '868 Patent and the '765 Patent are sometimes referred to herein collectively

9 as "the Patents-in-Suit."

10   8.   As it pertains to this lawsuit, the Patents-in-Suit, very generally speaking, relate to

11 a method and system of protecting electronic, mechanical, and electromechanical devices and

12 systems, such as for example a computer system, and their components and software from

13 unauthorized use. Specifically, certain claims of the '868 and '765 Patents disclose the

14 utilization of embedded agents within system components to allow for the enablement or

15 disablement of the system component in which the agent is embedded. The invention disclosed

16 in the Patents-in-Suit discloses a server that communicates with the embedded agent through the

17 use of one or more handshake operations to authorize the embedded agent. When the embedded

18 agent is authorized by the server, it enables the device or component, and when not authorized

19 the embedded agent disables the device or component.

20 <div align="center">**FIRST CLAIM FOR RELIEF**</div>

21 <div align="center">**(Patent Infringement)**</div>

22   9.   SoftVault repeats and realleges every allegation set forth above.

23   10.   SoftVault is the owner of the Patents-in-Suit with the exclusive right to enforce

24 the Patents-in-Suit against infringers, and collect damages for all relevant times, including the

25 right to prosecute this action.

26   11.   Upon information and belief, CISCO is liable under 35 U.S.C. §271(a) for direct

27 infringement of the Patents-in-Suit because it manufactures, makes, has made, uses, practices,

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1   imports, provides, supplies, distributes, sells, and/or offers for sale products and/or systems that

2   practice one or more claims of the Patents-in-Suit.

3   12.   More specifically, CISCO infringes the Patents-in-Suit because it makes, uses,

4   sells, and offers for sale products and systems which prevent unauthorized use of a computer

5   system through the ability to enable or disable the operation of a device's components through an

6   authorization process performed by an embedded agent in the component device and a server.

7   By way of example only, CISCO's Meraki Systems Manager product, at a minimum, in the past

8   directly infringed and continues to directly infringe at least claims 1 and 44 of the '868 Patent, as

9   well as at least claim 9 of the '765 Patent.

10   13.   CISCO's Meraki Systems Manager product includes the capability to enable or

11   disable a mobile device, such as a laptop or smart phone, to prevent misuse of the system by

12   rogue devices and/or rogue servers. The Meraki Systems Manager product includes an agent

13   (the "Meraki Systems Manager Agent") that is installed on a mobile device and communicates

14   with the Systems Manager server. This communication includes a series of message exchanges,

15   constituting a handshake operation between the between Systems Manager server and the

16   Systems Manager Agent. Through these exchanges – using the Challenge-Handshake

17   Authentication Protocol – the Systems Manager server and the Systems Manager Agent mutually

18   authenticate one another resulting in the agent being authorized to enable to device in which it is

19   embedded. When the agent is authorized by the Systems Manager server, the mobile device

20   operates normally and when the agent is not authorized, the mobile device is remotely locked

21   and disabled.

22   14.   CISCO has actual notice of the Patents-in-Suit at least as early as the filing of this

23   Complaint.

24   15.   SoftVault has been damaged as a result of CISCO's infringing conduct. CISCO

25   is, thus, liable to SoftVault in an amount that adequately compensates SoftVault for CISCO's

26   infringement, which, by law, cannot be less than a reasonable royalty, together with interest and

27   costs as fixed by this Court under 35 U.S.C. § 284.

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PRAYER FOR RELIEF

SoftVault requests that the Court find in its favor and against CISCO, and that the Court grant SoftVault the following relief:

a. Judgment that one or more claims of the Patents-in-Suit have been infringed, either literally and/or under the doctrine of equivalents, by CISCO;

b. Judgment that CISCO account for and pay to SoftVault all damages to and costs incurred by SoftVault because of CISCO's infringing activities and other conduct complained of herein;

c. That CISCO, its officers, agents, servants and employees, and those persons in active concert and participation with any of them, be permanently enjoined from infringement of the Patents-in-Suit. In the alternative, if the Court finds that an injunction is not warranted, SoftVault requests an award of post judgment royalty to compensate for future infringement;

d. That SoftVault be granted pre-judgment and post-judgment interest on the damages caused to it by reason of CISCO's infringing activities and other conduct complained of herein;

e. That this Court declare this an exceptional case and award SoftVault its reasonable attorney's fees and costs in accordance with 35 U.S.C. § 285; and

f. That SoftVault be granted such other and further relief as the Court may deem just and proper under the circumstances.

JURY DEMAND

Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

DATED: July 2, 2013.

/s/ Benedict O'Mahoney

Benedict O'Mahoney
(Bar No.152447)
TERRA LAW
177 Park Avenue, Third Floor
San Jose, California 95113
Telephone: 408-299-1200
Facsimile: 408-998-4895

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Email: bomahoney@terralaw.com

Attorney for Plaintiff
SOFTVAULT SYSTEMS, INC.

Of Counsel:

Jonathan T. Suder
Corby R. Vowell
Todd Blumenfeld
 FRIEDMAN, SUDER & COOKE
Tindall Square Warehouse No. 1
604 East 4th Street, Suite 200
Fort Worth, Texas 76102
Telephone: (817) 334-0400
Facsimile: (817) 334-0401
Email: jts@fsclaw.com
Email: blumenfeld@fsclaw.com
Email: vowell@fsclaw.com

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