

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

NETWOLVES IP, LLC,

Plaintiff,

v.

CRADLEPOINT, INC.,

Defendant.

Honorable

Case No.

**COMPLAINT AND DEMAND FOR JURY
TRIAL – INJUNCTIVE RELIEF SOUGHT**

I. THE PARTIES

1. Plaintiff NetWolves IP, LLC (“NetWolves”) is a Florida limited liability company, with its principal place of business located at 4710 Eisenhower Boulevard, Suite E-8, Tampa, Florida 33634.

2. Defendant CradlePoint, Inc. (“CradlePoint”) is a Delaware corporation, File No. 4261629, with its principal place of business located at 805 West Franklin Street, Boise, Idaho 83702.

II. JURISDICTION AND VENUE

3. This action arises under the patent laws of 35 U.S.C. § 1 et seq. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

4. This Court has personal jurisdiction over defendant CradlePoint because, upon information and belief, defendant CradlePoint transacts significant business within this judicial district and throughout other parts of Florida, and because defendant has committed acts of infringement of NetWolves's patent in this state and within this judicial district.

5. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and (c), and pursuant to § 1400(b).

III. OPERATIVE FACTS

6. NetWolves realleges and incorporates by reference paragraphs 1-5 of this Complaint as if fully set forth herein.

7. NetWolves is the owner by assignment of U.S. Patent No. 7,512,968 to Stevens, JR. et al entitled “SYSTEM AND METHOD FOR SECURE MANAGEMENT OF REMOTE SYSTEMS” (“the ‘968 patent”), including the right to bring and maintain actions to recover for infringement from issuance of the ‘968 patent to present.

8. The ‘968 patent was duly and lawfully issued by the United States Patent and Trademark Office on March 31, 2009. A true and correct copy of the ‘968 patent is attached hereto as Exhibit A.

9. Defendant CradlePoint provides and administers a system for secure communications between network devices, featuring a “WiPipe Central” administration site.

10. Defendant CradlePoint authorizes its customers to use this system by a “WIPIPE CENTRAL SERVICES AGREEMENT,” exemplified by a standard agreement at http://www.cradlepoint.com/sites/default/files/WiPipe_Subscription_Agr_03.2013.pdf.

11. Unauthorized use of the CradlePoint secure network communication system infringes at least claim 1 of the ‘968 patent.

12. NetWolves has placed CradlePoint on notice of (i) the ‘968 patent, and (ii) infringement of at least claim 1 of the ‘968 patent by unauthorized use of the CradlePoint secure network communication system by CradlePoint’s customers.

13. Defendant CradlePoint is liable to NetWolves for direct infringement of at least claim 1 of the '968 patent, pursuant to 35 U.S.C. § 271(a), by reason of CradlePoint's own use of the CradlePoint secure network communication system. Such infringement is either literal or by equivalence.

14. Defendant CradlePoint is liable to NetWolves for inducing infringement of at least claim 1 of the '968 patent, pursuant to 35 U.S.C. §271(b), by reason of its active and knowing inducement of direct infringement by its customers.

15. NetWolves has been injured by CradlePoint's infringement, both pecuniarily and irreparably, and the irreparable injury will continue unless CradlePoint's infringement of the '968 patent is enjoined.

16. NetWolves does not have an adequate remedy of law.

17. As a result of Defendant CradlePoint's infringing conduct, NetWolves has been damaged in an amount to be determined at trial, and NetWolves is entitled to not less than a reasonable royalty for CradlePoint's unauthorized use of the '968 patent.

IV. DEMAND FOR RELIEF

WHEREFORE, NetWolves demands entry of judgment in its favor, and against CradlePoint, granting the following relief:

A. a determination that CradlePoint has infringed the '968 patent, both directly and indirectly;

B. an award of damages, pursuant to 35 U.S.C. § 284, adequate to compensate NetWolves for CradlePoint's infringement of the '968 patent, in an amount to be determined at trial, but in no event less than a reasonable royalty;

C. an order pursuant to 35 U.S.C. § 283, preliminarily and permanently enjoining CradlePoint, and all persons in active concert or participation with CradlePoint, from any further acts of infringement of the '968 patent, including direct and indirect;

D. a determination that this case is "exceptional," in the sense of 35 U.S.C. §285;

E. an award, pursuant to 35 U.S.C. § 284, trebling the compensatory damages;

F. an award, pursuant to 35 U.S.C. § 284, of interest on the damages awarded to, and the costs incurred by, NetWolves in this action;

G. an award, pursuant to 35 U.S.C. § 285, to NetWolves of its reasonable attorneys' fees incurred in this action; and

H. such other and further relief as this Court may deem just and proper.

V. JURY DEMAND

NetWolves hereby demands a trial by jury of all issues so triable.

Date: December 16, 2013

Respectfully submitted,

/s/Jeffrey D. Keiner

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