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11 Attorneys for Plaintiff  
12 SOFTVAULT SYSTEMS, INC.

13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**  
15 **SAN JOSE DIVISION**

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17 SOFTVAULT SYSTEMS, INC.,  
18 Plaintiff,  
19 vs.  
20 LANDESK SOFTWARE, INC.,  
21 Defendant.

CASE NO.

**COMPLAINT FOR INFRINGEMENT  
OF  
U.S. PATENT NOS. 6,249,868 AND  
6,594,765**

**JURY TRIAL DEMANDED**

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1 Plaintiff SOFTVAULT SYSTEMS, INC. files its Complaint against Defendant  
2 LANDESK SOFTWARE, 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 LANDESK SOFTWARE, INC. (“LANDESK”) is a  
8 corporation organized and existing under the laws of the State of Delaware, with its principal  
9 place of business in South Jordan, Utah. LANDESK may be served with process through its  
10 registered agent, National Registered Agents, Inc. at 818 West Seventh Street, 2<sup>nd</sup> Floor, Los  
11 Angeles, CA 90017.

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, LANDESK is subject to personal jurisdiction by this  
16 Court. LANDESK has committed such purposeful acts and/or transactions in the State of  
17 California that it reasonably knew and/or expected that it could be hailed into a California court  
18 as a future consequence of such activity. LANDESK makes, uses, and/or sells infringing  
19 products within the Northern District of California and has a continuing presence and the  
20 requisite minimum contacts with the Northern District of California, such that this venue is a fair  
21 and reasonable one. Upon information and belief, LANDESK has transacted and, at the time of  
22 the filing of this Complaint, is continuing to transact business within the Northern District of  
23 California. For all of these reasons, personal jurisdiction exists and venue is proper in this Court  
24 under 28 U.S.C. §§ 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 B1 (“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 **FIRST CLAIM FOR RELIEF**

21 **(Patent Infringement)**

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, LANDESK is liable under 35 U.S.C. §271(a) for  
27 direct infringement of the Patents-in-Suit because it manufactures, makes, has made, uses,  
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1 practices, imports, provides, supplies, distributes, sells, and/or offers for sale products and/or  
2 systems that practice one or more claims of the Patents-in-Suit.

3 12. More specifically, LANDESK infringes the Patents-in-Suit because it makes,  
4 uses, sells, and offers for sale products and systems which prevent unauthorized use of a  
5 computer system through the ability to enable or disable the operation of a device's components  
6 utilizing an authorization process performed by an embedded agent in the component device and  
7 a server. By way of example only, LANDESK's Mobility Manager software, sold individually  
8 and also part of its Mobility Management solution, at a minimum, in the past directly infringed  
9 and continues to directly infringe at least claims 1 and 44 of the '868 Patent, as well as at least  
10 claim 9 of the '765 Patent.

11 13. LANDESK's Mobility Manager software includes the capability to enable or  
12 disable a mobile device, such as a tablet or smart phone, to prevent misuse of the system. The  
13 LANDESK Mobility Manager software includes an agent (the "LANDESK Mobility agent") that  
14 is installed and embedded within a mobile device and communicates with a LANDESK server  
15 (the "LANDESK Mobility Manager MDM Server"). This communication includes a series of  
16 message exchanges, memorialized by authentication certificates, constituting a handshake  
17 operation between the Mobility Manager MDM Server and the LANDESK Mobility Manager  
18 client application. Through these exchanges the server and the embedded agent mutually  
19 authenticate one another, resulting in the authorization of a device in which the LANDESK  
20 Mobility Manager client application is embedded. When the agent is authorized by the server,  
21 the mobile device operates normally and when the agent is not authorized, the mobile device is  
22 remotely locked, wiped, and/or disabled.

23 14. LANDESK Mobility Manager client application has actual notice of the Patents-  
24 in-Suit at least as early as the filing of this Complaint.

25 15. SoftVault has been damaged as a result of LANDESK's infringing conduct.  
26 LANDESK is, thus, liable to SoftVault in an amount that adequately compensates SoftVault for  
27 LANDESK's infringement, which, by law, cannot be less than a reasonable royalty, together  
28 with interest and 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 LANDESK, 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 LANDESK;
- b. Judgment that LANDESK account for and pay to SoftVault all damages to and costs incurred by SoftVault because of LANDESK’s infringing activities and other conduct complained of herein;
- c. That LANDESK, 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 LANDESK’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.

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**JURY DEMAND**

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

DATED: March 4, 2015.

/s/ Benedict O'Mahoney

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