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

IMPLICIT, LLC,	§	
	§	
Plaintiff,	§	
	§	
v.	§	CIVIL ACTION NO. 6:16-cv-00079
	§	
NOKIA SOLUTIONS AND NETWORKS	§	
US, LLC,	§	
	§	JURY TRIAL DEMANDED
Defendant.	§	

ORIGINAL COMPLAINT

Plaintiff Implicit, LLC ("Plaintiff" or "Implicit"), by and through its attorneys, for its

Original Complaint against Nokia Solutions and Networks US LLC ("Defendant" or "Nokia"),

and demanding trial by jury, hereby alleges as follows:

I.   NATURE OF THE ACTION

1.   This is an action for patent infringement arising under the patent laws of the

United States, 35 U.S.C. §§ 271, *et seq.*, to enjoin and obtain damages resulting from

Defendant's unauthorized use, sale, and offer to sell in the United States of products, methods,

processes, services and/or systems that infringe Implicit's United States patents, as described

herein.

II.   PARTIES

2.   Plaintiff Implicit is a limited liability corporation organized and existing under the

laws of the Washington.

3.   On information and belief, Defendant Nokia is a limited liability company

organized under the laws of Delaware, having a principal place of business at 6000 Connection

Drive, Irving, Texas 75039. Nokia's registered agent for service of process in National

Registered Agents, Inc., 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

III. JURISDICTION AND VENUE

4.   This is an action for patent infringement which arises under the Patent Laws of

the United States, in particular, 35 U.S.C. §§ 271, 281, 283, 284 and 285.

5.   This Court has exclusive jurisdiction over the subject matter of this action under

28 U.S.C. §§ 1331 and 1338(a).

6.   On information and belief, venue is proper in this district pursuant to 28 U.S.C.

§§ 1391(b), 1391(c), and 1400(b) because Defendant has transacted business in this district, and

has committed and/or induced acts of patent infringement in this district.

7.   On information and belief, Defendant Nokia is subject to this Court's specific and

general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at

least to its substantial business in this forum, including: (i) at least a portion of the infringements

alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses

of conduct, and/or deriving substantial revenue from goods and services provided to individuals

in Texas and in this Judicial District.

IV. FACTUAL ALLEGATIONS

8.   Implicit Networks, Inc. ("Implicit Networks") provides software platforms and

products that enable OEMs and ISVs to build applications for networks. Its products include

Strings OS, which enables OEMs and ISVs to build, deploy, and manage applications in the

network and on the devices that access the network; and RADkit, a toolkit designed specifically

to build applications for network infrastructure and for devices that access the network. The

company was founded in 1996 and is based in Bellevue, Washington.

9.   U.S. Patent No. 6,324,685 (the "'685 patent"), entitled "Applet Server that Provides Applets in Various Forms," issued on November 27, 2001. A true and correct copy of the '685 patent is provided as **Exhibit 1** hereto.

10.   U.S. Patent No. 8,694,683 (the "'683 patent"), entitled "Method and System for Data Demultiplexing," issued on April 8, 2014. A true and correct copy of the '683 patent is provided as **Exhibit 2** hereto.

11.   U.S. Patent No. 8,856,779 (the "'779 patent"), entitled "Application Server for Delivering Applets to Client Computing Devices in a Distributed Environment," issued on October 7, 2014. A true and correct copy of the '779 patent is provided as **Exhibit 3** hereto.

12.   U.S. Patent No. 9,270,790 (the "'790 patent"), entitled "Method and System for Data Demultiplexing," issued on February 23, 2016. A true and correct copy of the '790 patent is provided as **Exhibit 4** hereto.

13.   Together, the foregoing patents are referred to herein as the "Patents-in-Suit." Implicit is the current assignee of the Patents-in-Suit, and has all rights to sue for infringement and collect past and future damages for the infringement thereof.

14.   Defendant Nokia provides software and services directed to analysis and detection of packet content including attacks arising in a data network environment. For example, Nokia makes, uses, sells and deploys Flexi Network Gateway, which performs deep packet inspection of traffic in a data network.

15.   Deep Packet Inspection technology as implemented by Nokia enables the Flexi Network Gateway to analyze and respond to the contents of packets at multiple communication protocol layers.

16.   Defendant Nokia also provides a purpose-built, carrier-class packet core gateway to deliver new and optimized service offerings. For example, Nokia makes, uses, sells and deploys Flexi Network Gateway, which performs deep packet inspection of traffic in a data network to forward selected traffic to a cache engine to decide whether the requested content is already in the local cache or needs to be delivered from a content server. The Nokia Flexi Network Gateway also deploys caching and video optimization functions to create different versions of a cached file for different access types or device types.

17.   On information of belief, Defendant Nokia also implements contractual protections in the form of license agreements with its customers to preclude the unauthorized reproduction, distribution and modification of its software. Moreover, on information and belief, Defendant Nokia implements technical precautions to attempt to thwart customers who would circumvent the intended operation of Nokia's products.

V.   COUNT ONE

INFRINGEMENT OF U.S. PATENT NO. 6,324,685

18.   Implicit incorporates by reference its allegations in Paragraphs 1-17 as if fully restated in this paragraph.

19.   Implicit is the assignee and owner of all right, title and interest to the '685 Patent. Implicit has the legal right to enforce the patent, sue for infringement, and seek equitable relief and damages.

20.   On information and belief, Defendant Nokia, without authorization or license from Implicit, has been and is presently directly infringing the '685 Patent, as infringement is defined by 35 U.S.C. § 271(a), including through making, using, selling and offering for sale methods and articles infringing one or more claims of the '685 Patent. Defendant Nokia is thus liable for direct infringement of the '685 Patent pursuant to 35 U.S.C. § 271(a).

21.   On information and belief, at least since the filing of this Complaint, Defendant Nokia, without authorization or license from Implicit, has been and is presently indirectly infringing the '685 Patent, including actively inducing infringement of the '685 Patent under 35 U.S.C. § 271(b). Such inducements include without limitation, with specific intent to encourage the infringement, knowingly inducing consumers to use infringing articles and methods that Nokia knows or should know infringe one or more claims of the '685 Patent. Nokia instructs its customers to make and use the patented inventions of the '685 patent by operating Nokia's products in accordance with Nokia's specifications. Nokia specifically intends its customers to infringe by using the deep packet inspection technology of the Flexi Network Gateway in accordance with those instructions and specifications in an infringing manner to perform deep packet inspection of traffic in a data network and to forward selected traffic to a cache engine to decide whether the requested content is already in the local cache or needs to be delivered from a content server. Nokia also intends that the Flexi Network Gateway be deployed with caching and video optimization functions to create different versions of a cached file for different access types or device types.

22.   Nokia is accused of infringing the '685 Patent by satisfying every element and limitation of at least one or more of claim 1 and claims dependent therefrom.

23.   As a result of Nokia's infringement of the '685 Patent, Implicit has suffered monetary damages, and is entitled to an award of damages adequate to compensate it for such infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

VI. COUNT TWO

INFRINGEMENT OF U.S. PATENT NO. 8,694,683

24.   Implicit incorporates by reference its allegations in Paragraphs 1-23 as if fully restated in this paragraph.

25.   Implicit is the assignee and owner of all right, title and interest to the '683 Patent. Implicit has the legal right to enforce the patent, sue for infringement, and seek equitable relief and damages.

26.   On information and belief, Defendant Nokia, without authorization or license from Implicit, has been and is presently directly infringing the '683 Patent, as infringement is defined by 35 U.S.C. § 271(a), including through making, using, selling and offering for sale methods and articles infringing one or more claims of the '683 Patent. Defendant Nokia is thus liable for direct infringement of the '683 Patent pursuant to 35 U.S.C. § 271(a).

27.   On information and belief, at least since the filing of this Complaint, Defendant Nokia, without authorization or license from Implicit, has been and is presently indirectly infringing the '683 Patent, including actively inducing infringement of the '683 Patent under 35 U.S.C. § 271(b). Such inducements include without limitation, with specific intent to encourage the infringement, knowingly inducing consumers to use infringing articles and methods that Nokia knows or should know infringe one or more claims of the '683 Patent. Nokia instructs its customers to make and use the patented inventions of the '683 patent by operating Nokia's products in accordance with Nokia's specifications. Nokia specifically intends its customers to infringe by using the deep packet inspection technology of the Flexi Network Gateway in accordance with those instructions and specifications in an infringing manner.

28.   Nokia is accused of infringing the '683 Patent by satisfying every element and limitation of at least one or more of claims 1, 24 and claims dependent therefrom.

29.   As a result of Nokia's infringement of the '683 Patent, Implicit has suffered monetary damages, and is entitled to an award of damages adequate to compensate it for such infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

VII. COUNT THREE

INFRINGEMENT OF U.S. PATENT NO. 8,856,779

30.   Implicit incorporates by reference its allegations in Paragraphs 1-29 as if fully restated in this paragraph.

31.   Implicit is the assignee and owner of all right, title and interest to the '779 Patent. Implicit has the legal right to enforce the patent, sue for infringement, and seek equitable relief and damages.

32.   On information and belief, Defendant Nokia, without authorization or license from Implicit, has been and is presently directly infringing the '779 Patent, as infringement is defined by 35 U.S.C. § 271(a), including through making, using, selling and offering for sale methods and articles infringing one or more claims of the '779 Patent. Defendant Nokia is thus liable for direct infringement of the '779 Patent pursuant to 35 U.S.C. § 271(a).

33.   On information and belief, at least since the filing of this Complaint, Defendant Nokia, without authorization or license from Implicit, has been and is presently indirectly infringing the '779 Patent, including actively inducing infringement of the '779 Patent under 35 U.S.C. § 271(b). Such inducements include without limitation, with specific intent to encourage the infringement, knowingly inducing consumers to use infringing articles and methods that Nokia knows or should know infringe one or more claims of the '779 Patent. Nokia instructs its customers to make and use the patented inventions of the '779 patent by operating Nokia's products in accordance with Nokia's specifications. Nokia specifically intends its customers to infringe by using the deep packet inspection technology of the Flexi Network Gateway in accordance with those instructions and specifications in an infringing manner to perform deep packet inspection of traffic in a data network and to forward selected traffic to a cache engine to decide whether the requested content is already in the local cache or needs to be delivered from a

content server. Nokia also intends that the Flexi Network Gateway be deployed with caching

and video optimization functions to create different versions of a cached file for different access

types or device types.

34.   Nokia is accused of infringing the '779 Patent by satisfying every element and

limitation of at least one or more of claim and claims dependent therefrom.

35.   As a result of Nokia's infringement of the '779 Patent, Implicit has suffered

monetary damages, and is entitled to an award of damages adequate to compensate it for such

infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

VIII. COUNT FOUR

INFRINGEMENT OF U.S. PATENT NO. 9,270,790

36.   Implicit incorporates by reference its allegations in Paragraphs 1-35 as if fully

restated in this paragraph.

37.   Implicit is the assignee and owner of all right, title and interest to the '790 Patent.

Implicit has the legal right to enforce the patent, sue for infringement, and seek equitable relief

and damages.

38.   On information and belief, Defendant Nokia, without authorization or license

from Implicit, has been and is presently directly infringing the '790 Patent, as infringement is

defined by 35 U.S.C. § 271(a), including through making, using, selling and offering for sale

methods and articles infringing one or more claims of the '790 Patent. Defendant Nokia is thus

liable for direct infringement of the '790 Patent pursuant to 35 U.S.C. § 271(a).

39.   On information and belief, at least since the filing of this Complaint, Defendant

Nokia, without authorization or license from Implicit, has been and is presently indirectly

infringing the '790 Patent, including actively inducing infringement of the '790 Patent under 35

U.S.C. § 271(b). Such inducements include without limitation, with specific intent to encourage

the infringement, knowingly inducing consumers to use infringing articles and methods that Nokia knows or should know infringe one or more claims of the '790 Patent. Nokia instructs its customers to make and use the patented inventions of the '790 patent by operating Nokia's products in accordance with Nokia's specifications. Nokia specifically intends its customers to infringe by using the deep packet inspection technology of the Flexi Network Gateway in accordance with those instructions and specifications in an infringing manner.

40.   Nokia is accused of infringing the '790 Patent by satisfying every element and limitation of at least one or more of claim 1 and claims dependent therefrom.

41.   As a result of Nokia's infringement of the '790 Patent, Implicit has suffered monetary damages, and is entitled to an award of damages adequate to compensate it for such infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

IX.   JURY DEMAND

42.   Plaintiff Implicit demands a trial by jury of all matters to which it is entitled to trial by jury, pursuant to FED. R. CIV. P. 38.

X.   PRAYER FOR RELIEF

WHEREFORE, Implicit prays for judgment and seeks relief against Defendant as follows:

A.   That the Court determine that one or more claims of the Patents-in-Suit is infringed by Defendant Nokia, either literally or under the doctrine of equivalents;

B.   That the Court award damages adequate to compensate Implicit for the patent infringement that has occurred, together with prejudgment and post-judgment interest and costs, and an ongoing royalty for continued infringement;

C.   That the Court permanently enjoin Defendant pursuant to 35 U.S.C. § 283; and

D.   That the Court award such other relief to Implicit as the Court deems just and

proper.

DATED: February 23, 2016   Respectfully submitted,

*/s/   Andrew G. DiNovo*_____
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