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

CROGA INNOVATIONS LTD.,

    Plaintiff,

     v.

CISCO SYSTEMS, INC.,

    Defendant.

Case No. 2:24-cv-65

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT
AGAINST CISCO SYSTEMS, INC.

This is an action for patent infringement arising under the Patent Laws of the United States of America, 35 U.S.C. § 1 *et seq.*, in which Plaintiff Croga Innovations Limited ("Plaintiff" or "Croga") makes the following allegations against Defendant Cisco Systems, Inc. ("Defendant" or "Cisco"):

INTRODUCTION

1. This complaint arises from Cisco's unlawful infringement of the following United States patents owned by Plaintiff, which relate to improvements in computer networking systems: United States Patent Nos. 11,223,601 ("the '601 Patent"), 10,601,780 ("the '780 Patent"), and 7,738,368 ("the '368 Patent") (collectively, the "Asserted Patents").

PARTIES

2. Plaintiff Croga Innovations Limited is a private company limited by shares organized and existing under the laws of Ireland, with its principal place of business at The Hyde Building, Suite 23, The Park, Carrickmines, Dublin 18, Ireland. Croga is the sole owner by

assignment of all rights, title, and interest in the Asserted Patents, including the right to recover damages for past, present, and future infringement.

3.   On information and belief, Defendant Cisco Systems, Inc. is a California corporation with its principal place of business at 170 West Tasman Drive, San Jose, California 95134. Cisco is registered to do business in the State of Texas and may be served through its registered agent Corporation Service Company dba CSC – Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

JURISDICTION AND VENUE

4.   This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5.   This Court has personal jurisdiction over Cisco in this action because Cisco has committed acts within this District giving rise to this action and has established minimum contacts with this forum such that the exercise of jurisdiction over Cisco would not offend traditional notions of fair play and substantial justice. Cisco maintains several places of business within the State, including at 2250 East President George Bush Turnpike, Richardson, TX 75082. Cisco, directly and through subsidiaries or intermediaries, has committed and continues to commit acts of infringement in this District by, among other things, importing, offering to sell, and selling products that infringe the Asserted Patents. Cisco is registered to do business in the State of Texas, and has appointed as their registered agent, Corporation Service Company d/b/a CSC – Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701, for service of process.

6.   Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400(b). Cisco is registered to do business in Texas, and upon information and belief, Cisco has transacted business in this District and has committed acts of direct and indirect infringement in this District by, among other things, making, using, offering to sell, selling, and importing products that infringe the Asserted Patents. Cisco has regular and established places of business in this District, including at 2250 East President George Bush Turnpike, Richardson, TX 75082.

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 11,223,601

7.   Plaintiff realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

8.   Plaintiff owns by assignment all rights, title, and interest, including the right to recover damages for past, present, and future infringement, in U.S. Patent No. 11,223,601, titled "Network isolation for collaboration software." The '601 Patent was duly and legally issued by the United States Patent and Trademark Office on January 11, 2022. The '601 Patent is valid and enforceable. A true and correct copy of the '601 Patent is attached hereto as Exhibit 1.

9.   Cisco makes, uses, offers for sale, sells, and/or imports certain products, including without limitation Cisco's Umbrella remote browser isolation (RBI) (the "Accused Products"), that directly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '601 Patent. Identification of the accused products will be provided in Plaintiff's infringement contentions pursuant to the Court's scheduling order.

10.   The Accused Products satisfy all claim limitations of one or more claims of the '601 Patent.   A claim chart comparing exemplary independent claim 1 of the '601 Patent to representative Accused Products is attached as Exhibit 2.

11.   By making, using, offering for sale, selling and/or importing into the United States the Accused Products, Cisco has injured Plaintiff and is liable for infringement of the '601 Patent pursuant to 35 U.S.C. § 271(a).

12.   Cisco also knowingly and intentionally induces infringement of one or more claims of the '601 Patent in violation of 35 U.S.C. § 271(b). At least as of the filing and service of this complaint, Cisco has knowledge of the '601 Patent and the infringing nature of the Accused Products through, for example, the '601 Patent claim chart served therewith. Despite this knowledge of the '601 Patent, Cisco continues to actively encourage and instruct its customers and end users (for example, through user manuals and online instruction materials on its website and materials cited in Exhibit 2) to use the Accused Products in ways that directly infringe the '601 Patent.   For example, Cisco advertises the capabilities of the remote browser isolation functionality:

> RBI protects users from potential malware and other threats by redirecting browsing to a cloud-based host. Isolation is achieved by serving up the web content to users via a remotely spun up surrogate browser located in the cloud. Typically, when a user's browser is compromised, the attacker achieves access to the machine the browser runs on. However, with RBI, the remote browser runs in an isolated container in the cloud, thus mitigating the attack surface. The content from the remote browser is rendered in the user's local browser without impacting the end user experience.

See Ex. 3 (https://umbrella.cisco.com/blog/remote-browser-isolation-protects-users-from-online-threats). Further, Cisco provides prospective customers with instructions on how to schedule a demo. See Ex. 4 (https://umbrella.cisco.com/products/remote-browser-isolation). Cisco provides these instructions, user manuals, and other materials knowing and intending (or with willful blindness to the fact) that its customers and end users will commit these infringing acts. Cisco also continues to make, use, offer for sale, sell, and/or import the Accused Products, despite its knowledge of the '601 Patent, thereby specifically intending for and inducing its customers to

infringe the '601 Patent through the customers' normal and customary use of the Accused Products.

13.   Cisco has also infringed, and continues to infringe, one or more claims of the '601 Patent by selling, offering for sale, or importing into the United States, the Accused Products, knowing that the Accused Products constitute a material part of the inventions claimed in the '601 Patent, are especially made or adapted to infringe the '601 Patent, and are not staple articles or commodities of commerce suitable for non-infringing use. At least as of the filing and service of this complaint, Cisco has knowledge of the '601 Patent and the infringing nature of the Accused Products through, for example, the '601 Patent claim chart served therewith. Cisco has been, and currently is, contributorily infringing the '601 Patent in violation of 35 U.S.C. §§ 271(c) and/or (f). For example, Cisco's Umbrella remote browser isolation (RBI) constitutes a material part of the inventions claimed in the '601 Patent, are especially made or adapted to infringe the '601 Patent, and are not staple articles or commodities of commerce suitable for non-infringing use, as demonstrated by the evidence in Exhibit 2.

14.   On information and belief, Plaintiff (including its predecessors and any licensees) complied with 35 U.S.C. § 287 during the relevant time period because Plaintiff, any predecessor assignees to the '601 Patent, and any licensees did not make, offer for sale, or sell products that practice(d) the '601 Patent during the relevant time period or were not required to mark during the relevant time period.

15.   As a result of Cisco's direct infringement of the '601 Patent, Plaintiff is entitled to monetary damages (past, present, and future) in an amount adequate to compensate for Cisco's infringement, but in no event less than a reasonable royalty for the use made of the invention by Cisco, together with interest and costs as fixed by the Court.

16.   As a result of Cisco's indirect infringement of the '601 Patent, Plaintiff is entitled to monetary damages (present and future) in an amount adequate to compensate for Cisco's infringement, but in no event less than a reasonable royalty for the use made of the invention by Cisco, together with interest and costs as fixed by the Court, accruing as of the time Cisco obtained knowledge of the '601 Patent.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 10,601,780

17.   Plaintiff realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

18.   Plaintiff owns by assignment all rights, title, and interest, including the right to recover damages for past, present, and future infringement, in U.S. Patent No. 10,601,780, titled "Internet isolation for avoiding internet security threats." The '780 Patent was duly and legally issued by the United States Patent and Trademark Office on March 24, 2020. The '780 Patent is valid and enforceable. A true and correct copy of the '780 Patent is attached hereto as Exhibit 5.

19.   Cisco makes, uses, offers for sale, sells, and/or imports certain products, including without limitation Cisco's Umbrella remote browser isolation (RBI) (the "Accused Products"), that directly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '780 Patent. Identification of the accused products will be provided in Plaintiff's infringement contentions pursuant to the Court's scheduling order.

20.   The Accused Products satisfy all claim limitations of one or more claims of the '780 Patent. A claim chart comparing exemplary independent claim 1 of the '780 Patent to representative Accused Products is attached as Exhibit 6.

21.   By making, using, offering for sale, selling and/or importing into the United States

the Accused Products, Cisco has injured Plaintiff and is liable for infringement of the '780 Patent

pursuant to 35 U.S.C. § 271(a).

22.   Cisco also knowingly and intentionally induces infringement of one or more claims

of the '780 Patent in violation of 35 U.S.C. § 271(b). At least as of the filing and service of this

complaint, Cisco has knowledge of the '780 Patent and the infringing nature of the Accused

Products through, for example, the '780 Patent claim chart served therewith.   Despite this

knowledge of the '780 Patent, Cisco continues to actively encourage and instruct its customers and

end users (for example, through user manuals and online instruction materials on its website and

materials cited in Exhibit 6) to use the Accused Products in ways that directly infringe the '780

Patent.   For example, Cisco advertises the capabilities of the remote browser isolation

functionality:

> RBI protects users from potential malware and other threats by redirecting browsing to a cloud-based host. Isolation is achieved by serving up the web content to users via a remotely spun up surrogate browser located in the cloud. Typically, when a user's browser is compromised, the attacker achieves access to the machine the browser runs on. However, with RBI, the remote browser runs in an isolated container in the cloud, thus mitigating the attack surface. The content from the remote browser is rendered in the user's local browser without impacting the end user experience.

See Ex. 3 (https://umbrella.cisco.com/blog/remote-browser-isolation-protects-users-from-online-

threats). Further, Cisco provides prospective customers with instructions on how to schedule a

demonstration. *See* Ex. 4 (https://umbrella.cisco.com/products/remote-browser-isolation). Cisco

provides these instructions, user manuals, and other materials knowing and intending (or with

willful blindness to the fact) that its customers and end users will commit these infringing acts.

Cisco also continues to make, use, offer for sale, sell, and/or import the Accused Products, despite

its knowledge of the '780 Patent, thereby specifically intending for and inducing its customers to

infringe the '780 Patent through the customers' normal and customary use of the Accused Products.

23.   Cisco has also infringed, and continues to infringe, one or more claims of the '780 Patent by selling, offering for sale, or importing into the United States, the Accused Products, knowing that the Accused Products constitute a material part of the inventions claimed in the '780 Patent, are especially made or adapted to infringe the '780 Patent, and are not staple articles or commodities of commerce suitable for non-infringing use. At least as of the filing and service of this complaint, Cisco has knowledge of the '780 Patent and the infringing nature of the Accused Products through, for example, the '780 Patent claim chart served therewith. Cisco has been, and currently is, contributorily infringing the '780 Patent in violation of 35 U.S.C. §§ 271(c) and/or (f). For example, Cisco's Umbrella remote browser isolation (RBI) constitute a material part of the inventions claimed in the '780 Patent, are especially made or adapted to infringe the '780 Patent, and are not staple articles or commodities of commerce suitable for non-infringing use, as demonstrated by the evidence in Exhibit 6.

24.   On information and belief, Plaintiff (including its predecessors and any licensees) complied with 35 U.S.C. § 287 during the relevant time period because Plaintiff, any predecessor assignees to the '780 Patent, and any licensees did not make, offer for sale, or sell products that practice(d) the '780 Patent during the relevant time period or were not required to mark during the relevant time period.

25.   As a result of Cisco's direct infringement of the '780 Patent, Plaintiff is entitled to monetary damages (past, present, and future) in an amount adequate to compensate for Cisco's infringement, but in no event less than a reasonable royalty for the use made of the invention by Cisco, together with interest and costs as fixed by the Court.

26.   As a result of Cisco's indirect infringement of the '780 Patent, Plaintiff is entitled to monetary damages (present and future) in an amount adequate to compensate for Cisco's infringement, but in no event less than a reasonable royalty for the use made of the invention by Cisco, together with interest and costs as fixed by the Court, accruing as of the time Cisco obtained knowledge of the '780 Patent.

COUNT III

INFRINGEMENT OF U.S. PATENT NO. 7,738,368

27.   Plaintiff realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

28.   Plaintiff owns by assignment all rights, title, and interest, including the right to recover damages for past, present, and future infringement, in U.S. Patent No. 7,738,368, titled "Voice over internet protocol codec adjustment." The '368 Patent was duly and legally issued by the United States Patent and Trademark Office on June 15, 2010. The '368 Patent is valid and enforceable. A true and correct copy of the '368 Patent is attached hereto as Exhibit 7.

29.   Cisco makes, uses, offers for sale, sells, and/or imports certain products, including without limitation Cisco's Unified Border Element (CUBE) version 14 (including when combined with compatible Cisco VoIP telephones) (the "Accused Products"), that directly infringe, literally and/or under the doctrine of equivalents, one or more claims of the '368 Patent. Identification of the accused products will be provided in Plaintiff's infringement contentions pursuant to the Court's scheduling order.

30.   The Accused Products satisfy all claim limitations of one or more claims of the '368 Patent. A claim chart comparing exemplary independent claim 1 of the '368 Patent to representative Accused Products is attached as Exhibit 8.

31.   By making, using, offering for sale, selling and/or importing into the United States the Accused Products, Cisco has injured Plaintiff and is liable for infringement of the '368 Patent pursuant to 35 U.S.C. § 271(a).

32.   Cisco also knowingly and intentionally induces infringement of one or more claims of the '368 Patent in violation of 35 U.S.C. § 271(b). At least as of the filing and service of this complaint, Cisco has knowledge of the '368 Patent and the infringing nature of the Accused Products through, for example, the '368 Patent claim chart served therewith. Despite this knowledge of the '368 Patent, Cisco continues to actively encourage and instruct its customers and end users (for example, through user manuals and online instruction materials on its website and materials cited in Exhibit 8) to use the Accused Products in ways that directly infringe the '368 Patent. For example, Cisco promotes the VoiP functionalities of the Cisco Unified Border Element (CUBE) and provides users with instructions on how to configure it in an infringing manner. *See, e.g.*, Ex. 9 (https://www.cisco.com/c/en/us/td/docs/ios-xml/ios/voice/cube/configuration/cube-book/voi-cube-overview.html). Cisco provides these instructions, user manuals, and other materials knowing and intending (or with willful blindness to the fact) that its customers and end users will commit these infringing acts. Cisco also continues to make, use, offer for sale, sell, and/or import the Accused Products, despite its knowledge of the '368 Patent, thereby specifically intending for and inducing its customers to infringe the '368 Patent through the customers' normal and customary use of the Accused Products.

33.   Cisco has also infringed, and continues to infringe, one or more claims of the '368 Patent by selling, offering for sale, or importing into the United States, the Accused Products, knowing that the Accused Products constitute a material part of the inventions claimed in the '368 Patent, are especially made or adapted to infringe the '368 Patent, and are not staple articles or

commodities of commerce suitable for non-infringing use. At least as of the filing and service of this complaint, Cisco has knowledge of the '368 Patent and the infringing nature of the Accused Products through, for example, the '368 Patent claim chart served therewith. Cisco has been, and currently is, contributorily infringing the '368 Patent in violation of 35 U.S.C. §§ 271(c) and/or (f). For example, Cisco's Unified Border Element (CUBE) (including when combined with Cisco's VoIP telephones) constitute a material part of the inventions claimed in the '368 Patent, are especially made or adapted to infringe the '368 Patent, and are not staple articles or commodities of commerce suitable for non-infringing use, as demonstrated by the evidence in Exhibit 8.

34.   On information and belief, Plaintiff (including its predecessors and any licensees) complied with 35 U.S.C. § 287 during the relevant time period because Plaintiff, any predecessor assignees to the '368 Patent, and any licensees did not make, offer for sale, or sell products that practice(d) the '368 Patent during the relevant time period or were not required to mark during the relevant time period.

35.   As a result of Cisco's direct infringement of the '368 Patent, Plaintiff is entitled to monetary damages (past, present, and future) in an amount adequate to compensate for Cisco's infringement, but in no event less than a reasonable royalty for the use made of the invention by Cisco, together with interest and costs as fixed by the Court.

36.   As a result of Cisco's indirect infringement of the '368 Patent, Plaintiff is entitled to monetary damages (present and future) in an amount adequate to compensate for Cisco's infringement, but in no event less than a reasonable royalty for the use made of the invention by Cisco, together with interest and costs as fixed by the Court, accruing as of the time Cisco obtained knowledge of the '368 Patent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter:

a.   A judgment in favor of Plaintiff that Cisco has infringed, either literally and/or under the doctrine of equivalents, the '601, '780, and '368 Patents;

b.   A judgment and order requiring Cisco to pay Plaintiff its damages (past, present, and future), costs, expenses, and pre-judgment and post-judgment interest for Cisco's infringement of the '601, '780, and '368 Patents;

c.   A judgment and order requiring Cisco to pay Plaintiff compulsory ongoing licensing fees, as determined by the Court in equity.

d.   A judgment and order requiring Cisco to provide an accounting and to pay supplemental damages to Plaintiff, including without limitation, pre-judgment and post-judgment interest and compensation for infringing products released after the filing of this case that are not colorably different from the accused products;

e.   A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Plaintiff its reasonable attorneys' fees against Cisco; and

f.   Any and all other relief as the Court may deem appropriate and just under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Dated: February 1, 2024

Respectfully submitted,

By: */s/ Brett E. Cooper*
Brett E. Cooper (NY SBN 4011011)
bcooper@bclgpc.com
Seth Hasenour (TX SBN 24059910)
shasenour@bclgpc.com
Jonathan Yim (TX SBN 24066317)
jyim@bclgpc.com
Drew B. Hollander (NY SBN 5378096)
dhollander@bclgpc.com

BC LAW GROUP, P.C.
200 Madison Avenue, 24ʰ Floor
New York, NY 10016
Telephone: (212) 951-0100

***Attorneys for Plaintiff Croga Innovations
Ltd.***

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