



2. Foundry is a corporation organized under the laws of the State of Delaware with its principal place of business located at 1745 Technology Drive, San Jose, California 95110.

3. Brocade is a corporation organized under the laws of the State of Delaware with its principal place of business located at 130 Holger Way, San Jose, California 95134.

### **JURISDICTION AND VENUE**

4. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 1 *et seq.* Accordingly, this Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. This Court has personal jurisdiction over Foundry consistent with the requirements of Massachusetts General Laws Chapter 223A, § 3, and the Due Process Clause of the United States Constitution. Foundry has regularly transacted and solicited business in Massachusetts, contracted to supply products and services to distributors, resellers, and/or customers in Massachusetts, and committed acts of patent infringement in Massachusetts. Moreover, at the time of filing the original complaint, Foundry maintained regular and established places of business at 201 Edgewater Drive, Wakefield, Massachusetts 01880, and at 7 Technology Drive, Lowell, Massachusetts 01851.

6. This Court has personal jurisdiction over Brocade consistent with the requirements of Massachusetts General Laws Chapter 223A, § 3, and the Due Process Clause of the United States Constitution. Brocade has regularly transacted and solicited business in Massachusetts, contracted to supply products and services to distributors, resellers, and/or customers in Massachusetts, and committed acts of patent infringement in Massachusetts.

Moreover, Brocade maintains a regular and established place of business at 1050 Winter Street, Suite 1000, Offices 132-137, Waltham, MA 02451.

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

8. This action is properly assigned to the Eastern Division of this District pursuant to Rule 40.1(D)(1)(a) and (b) of the Local Rules of the United States District Court for the District of Massachusetts.

### **FACTUAL BACKGROUND**

9. Enterasys is the sole owner by assignments of all rights, titles, and interests in and to the following four United States patents (collectively, the “Enterasys Patents”), including the exclusive rights to bring suit with respect to any past, present, and future infringements thereof:

(i) U.S. Patent No. 5,251,205, (the “ ‘205 patent”), entitled “*Multiple Protocol Routing*,” which was duly and legally issued on October 5, 1993. A true and correct copy of the ‘205 patent is attached hereto as Exhibit 1;

(ii) U.S. Patent No. 5,390,173 (the “ ‘173 patent”), entitled “*Packet Format In Hub For Packet Data Communications System*,” which was duly and legally issued on February 14, 1995. A true and correct copy of the ‘173 patent is attached hereto as Exhibit 2.

(iii) U.S. Patent No. 6,128,665 (the “ ‘665 patent”), entitled “*System For Broadcasting Messages To Each Of Default VLAN Ports In Subset Of Ports Defined As VLAN Ports*,” which was duly and legally issued on October 3, 2000. A true and correct copy of the ‘665 patent is attached hereto as Exhibit 3;

(iv) U.S. Patent No. 6,147,995 (the “ ‘995 patent”), entitled “*Method For Establishing Restricted Broadcast Groups In A Switched Network*,” which was duly and legally issued on November 14, 2000. A true and correct copy of the ‘995 patent is attached hereto as Exhibit 4;

10. Each of the Enterasys Patents is valid and enforceable.

11. Foundry has at no time been licensed under any of the Enterasys Patents.

12. Foundry has infringed, and continues to infringe, one or more claims of each of the Enterasys Patents by acting without authority so as to: (i) make, have made, use, offer to sell, sell, and/or import within or into the United States networking infrastructure products, including its switch and router products, that embody or practice the patented inventions covered thereby; and/or (ii) contribute to or actively induce uses of such products by its customers or others in ways that are known to practice the patented inventions covered thereby.

13. Brocade has at no time been licensed under any of the Enterasys Patents.

14. Brocade has infringed, and continues to infringe, one or more claims of each of the Enterasys Patents by acting without authority so as to: (i) make, have made, use, offer to sell, sell, and/or import within or into the United States networking infrastructure products, including its switch and router products, that embody or practice the patented inventions covered thereby; and/or (ii) contribute to or actively induce uses of such products by its customers or others in ways that are known to practice the patented inventions covered thereby.

15. Each of the above-described acts of infringement committed by the Defendants has caused injury and damage to Enterasys, and will cause additional severe and irreparable injury and damage in the future unless the Defendants are enjoined from further infringing the Enterasys Patents.

**STATEMENT OF CLAIMS**

**COUNT I**

**(Infringement Of U.S. Patent No. 5,251,205)**

**(Enterasys Against All Defendants)**

16. Enterasys incorporates by reference the allegations set forth in paragraphs 1 through 15 above as if specifically set forth herein.

17. Each of the Defendants has directly, indirectly, contributorily, and/or by inducement infringed one or more claims of the '205 patent in violation of 35 U.S.C. § 271. Such infringement is presently ongoing.

18. As a consequence of the Defendants' infringement, Enterasys is entitled to recover damages adequate to compensate it for the injuries complained of herein, but in no event less than a reasonable royalty. Moreover, Enterasys is entitled to have the Defendants enjoined from committing additional future acts of infringement which would subject Enterasys to irreparable harm.

19. Upon information and belief, each of the Defendants has had actual knowledge of the '205 patent, and each has willfully, deliberately, and intentionally infringed one or more claims of said patent.

**COUNT II**

**(Infringement Of U.S. Patent No. 5,390,173)**

**(Enterasys Against All Defendants)**

20. Enterasys incorporates by reference the allegations set forth in paragraphs 1 through 19 above as if specifically set forth herein.

21. Each of the Defendants has directly, indirectly, contributorily, and/or by inducement infringed one or more claims of the '173 patent in violation of 35 U.S.C. § 271. Such infringement is presently ongoing.

22. As a consequence of the Defendants' infringement, Enterasys is entitled to recover damages adequate to compensate it for the injuries complained of herein, but in no event less than a reasonable royalty. Moreover, Enterasys is entitled to have the Defendants enjoined from committing additional future acts of infringement which would subject Enterasys to irreparable harm.

23. Upon information and belief, each of the Defendants has had actual knowledge of the '173 patent, and each has willfully, deliberately, and intentionally infringed one or more claims of said patent.

### **COUNT III**

#### **(Infringement Of U.S. Patent No. 6,128,665)**

##### **(Enterasys Against All Defendants)**

24. Enterasys incorporates by reference the allegations set forth in paragraphs 1 through 23 above as if specifically set forth herein.

25. Each of the Defendants has directly, indirectly, contributorily, and/or by inducement infringed one or more claims of the '665 patent in violation of 35 U.S.C. § 271. Such infringement is presently ongoing.

26. As a consequence of the Defendants' infringement, Enterasys is entitled to recover damages adequate to compensate it for the injuries complained of herein, but in no event less than a reasonable royalty. Moreover, Enterasys is entitled to have the Defendants enjoined

from committing additional future acts of infringement which would subject Enterasys to irreparable harm.

27. Upon information and belief, each of the Defendants has had actual knowledge of the '665 patent, and each has willfully, deliberately, and intentionally infringed one or more claims of said patent.

#### **COUNT IV**

##### **(Infringement Of U.S. Patent No. 6,147,995)**

##### **(Enterasys Against All Defendants)**

28. Enterasys incorporates by reference the allegations set forth in paragraphs 1 through 27 above as if specifically set forth herein.

29. Each of the Defendants has directly, indirectly, contributorily, and/or by inducement infringed one or more claims of the '995 patent in violation of 35 U.S.C. § 271. Such infringement is presently ongoing.

30. As a consequence of the Defendants' infringement, Enterasys is entitled to recover damages adequate to compensate it for the injuries complained of herein, but in no event less than a reasonable royalty. Moreover, Enterasys is entitled to have the Defendants enjoined from committing additional future acts of infringement which would subject Enterasys to irreparable harm.

31. Upon information and belief, each of the Defendants has had actual knowledge of the '995 patent, and each has willfully, deliberately, and intentionally infringed one or more claims of said patent.

**PRAYER FOR RELIEF**

WHEREFORE, Enterasys respectfully requests that this Court:

- A. Enter judgment that each of the Defendants has infringed each of the Enterasys Patents;
- B. Enter judgment that each of the Defendants' infringement of each of the Enterasys Patents has been willful, deliberate, and intentional;
- C. Enter a preliminary and permanent injunction, pursuant to 35 U.S.C. § 283, enjoining each of the Defendants, and all of their respective agents, servants, officers, directors, employees, and all other persons acting in concert with them, directly or indirectly, from any further acts of infringement, contributory infringement, or inducement of infringement of the Enterasys Patents;
- D. Enter an order, pursuant to 35 U.S.C. § 284, awarding to Enterasys damages adequate to compensate it for the Defendants' infringement of the Enterasys Patents (and, if necessary, related accountings), in an amount to be determined at trial, but in no event less than a reasonable royalty;
- E. Enter an order, pursuant to 35 U.S.C. § 284, trebling all damages awarded to Enterasys based upon each of the Defendants' willful, deliberate, and intentional infringement of the Enterasys Patents;
- F. Enter an order, pursuant to 35 U.S.C. § 285, deeming this to be an "exceptional case" and thereby awarding to Enterasys its reasonable attorneys fees, costs, and expenses;
- G. Enter an order awarding to Enterasys pre- and post-judgment interest at the maximum rates allowable under the law; and



H. Enter an order awarding to Enterasys such other and further relief, whether at law or in equity, that this Court deems just and proper.

**JURY DEMAND**

Enterasys demands a jury trial on all issues so triable.

Respectfully submitted,

ENTERASYS NETWORKS, INC.

By its attorneys,

Dated: September 14, 2011

/s/ Christopher P. Sullivan

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that this document was filed through the ECF system and will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF).

Dated: September 14, 2011

/s/ Christopher P. Sullivan

Christopher P. Sullivan, Esq. (BBO 485120)

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