

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

PACKET INTELLIGENCE, LLC,

Plaintiff,

v.

HUAWEI DEVICE USA INC.;  
HUAWEI TECHNOLOGIES CO., LTD.;  
HUAWEI TECHNOLOGIES USA INC.;

Defendants.

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CIVIL ACTION NO. 2:13-cv-206

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

This is an action for patent infringement. Packet Intelligence, LLC (“Packet Intelligence”) brings this action against Huawei Device USA Inc.; Huawei Technologies Co., Ltd.; and Huawei Technologies USA Inc. (collectively, the “Huawei Defendants”). In support of this Complaint, Packet Intelligence alleges as follows:

**THE PARTIES**

1. Packet Intelligence is a Texas limited liability company with its principal place of business in Marshall, Texas.

2. On information and belief, defendant Huawei Device USA Inc. is a Texas corporation with its principal place of business in Plano, Texas. Huawei Device USA Inc. can be served with process through its Texas registered agent, CT Corporation System, 350 N. St. Paul Street, Suite 2900, Dallas, Texas 75201.

3. On information and belief, defendant Huawei Technologies Co., Ltd. is a People’s Republic of China corporation with its principal place of business in Shenzhen, China, and has established United States headquarters in Plano, Texas. Defendant Huawei Technologies Co., Ltd. may be served with process through the Hague Service Convention.

4. On information and belief, defendant Huawei Technologies USA Inc. is a Texas

corporation with its principal place of business in Plano, Texas. Huawei Technologies USA Inc. can be served with process through its Texas registered agent, CT Corporation System, 350 N. St. Paul Street, Suite 2900, Dallas, Texas 75201.

### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a), because this action arises under the patent laws of the United States, 35 U.S.C. §§ 1 *et seq.* Venue is proper in this federal district pursuant to 28 U.S.C. §§1391(b)-(d) and 1400(b) in that, on information and belief, each of the Huawei Defendants is deemed to reside in this district, has committed acts of infringement in this district, has purposely transacted business involving their accused products and/or services in this district, has a regular and established practice of business in this district, and/or a substantial part of the events giving rise to the claims occurred in this district.

6. This Court has general and specific personal jurisdiction over the Huawei Defendants, because each of the Huawei Defendants has substantial contacts with the forum as a result of, directly or indirectly through intermediaries, conducting substantial business in the State of Texas and within this district. On information and belief, the Huawei Defendants regularly solicit business in the State of Texas and this district; derive revenue from products and/or services provided to individuals residing in the State of Texas and this district; have purposely transacted business involving the accused products with and for customers residing in the State of Texas and this district; provide and/or market products and services directly to consumers in the State of Texas and this district, committed acts in the State of Texas and this district giving rise to this action; and/or have established minimum contacts with the State of Texas and this district such that the exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.

7. Huawei Defendants are properly joined in this action because a right to relief is asserted against each of the Huawei Defendants jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence, or series of transactions or

occurrences relating to the making, using, importing into the United States, offering for sale, or selling of the same accused products or processes. In addition, questions of fact common to all of the Huawei Defendants will arise in the action.

## COUNT I

### **INFRINGEMENT OF U.S. PATENT NO. 6,651,099**

8. On November 18, 2003, U.S. Patent No. 6,651,099 (the “’099 patent”) was duly and legally issued for a “Method and Apparatus for Monitoring Traffic in a Network.” A true and correct copy of the ’099 patent is attached hereto as Exhibit A. Packet Intelligence is the owner by assignment of all rights, title, and interest in and to the ’099 patent.

9. Huawei Defendants have infringed and continue to infringe directly, literally, and/or under the doctrine of equivalents, one or more of the claims of the ’099 patent. Huawei Defendants manufacture, use, sell, import, and/or offer to sell infringing products and/or services, including but not limited to Antivirus Gateways (including but not limited to AVE2200, AVE2600, and AVE2800), Application Security Gateways (including but not limited to ASG2100, ASG2200, ASG2600, and ASG2800), Firewalls (including but not limited to Eudemon 200E, Eudemon 200E-X, Eudemon 1000E, Eudemon 8000E, Eudemon 8080E), iCache (including but not limited to iCache 9200), Metro Service Platforms (including but not limited to CX 600 X3, CX 600 X8, CX 600 X16), Multiservice Control Gateways (including but not limited to ME60), Network Intelligent Police (including but not limited to NIP 2100, NIP 2200, NIP 5100, and NIP 5200), Routers (including but not limited to AR 150, AR 200, AR1200, AR1220, AR1220V, AR1220W/1220VW, AR2200, AR2220, AR2240, AR3200, AR3260, NE-40E-X3, NE-40E-X8, NE-40E-X16, NE 80, and NE 80E), Servers (including but not limited to MA5200G-2, MA5200G-4, MA5200G-8), Service Inspection Gateways (including but not limited to SIG 1000, SIG 9280, SIG 9800-X3, SIG 9800-X8, SIG 9800-X16, SIG 9810, and SIG 9820), and Unified Security Gateways (including but not limited to USG 2110, USG 2130, USG 2200, USG 2205, USG 2220, USG 2230, USG 2260, USG 5120, USG 5300, USG 5310, USG 5500, USG 5560), which infringe at least claim 1 of the ’099 patent under 35 U.S.C.

§ 271.

10. At least since the filing and service of this complaint, Huawei Defendants have had knowledge of and notice of the '099 patent, Packet Intelligence's patent rights, and the Huawei Defendants' infringement. On information and belief, Huawei Defendants have continued their infringement despite an objectively high likelihood that their actions constitute infringement of a valid patent (*i.e.*, the '099 patent). Huawei Defendants were made aware and, therefore, knew of the risk that they infringed the '099 patent. Accordingly, Huawei Defendants acted knowingly, willfully, and with intent to infringe the patents-in-suit.

11. Huawei Defendants' acts of infringement have caused damage to Packet Intelligence, and Packet Intelligence is entitled to recover from the Huawei Defendants the damages sustained by Packet Intelligence as a result of Huawei Defendants' wrongful acts in an amount subject to proof at trial. Huawei Defendants' infringement of Packet Intelligence's exclusive rights under the '099 patent will continue to damage Packet Intelligence, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court. Huawei Defendants' infringement is willful and deliberate, including because the Huawei Defendants became aware of the infringing nature of their products and services at the latest with the filing of this complaint, entitling Packet Intelligence to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

## COUNT II

### **INFRINGEMENT OF U.S. PATENT NO. 6,954,789**

12. On October 11, 2005, U.S. Patent No. 6,954,789 (the "'789 patent") was duly and legally issued for a "Method and Apparatus for Monitoring Traffic in a Network." A true and correct copy of the '789 patent is attached hereto as Exhibit B. Packet Intelligence is the owner by assignment of all rights, title, and interest in and to the '789 patent.

13. Huawei Defendants have infringed and continue to infringe directly, literally, and/or under the doctrine of equivalents, one or more of the claims of the '789 patent. Huawei Defendants manufacture, use, sell, import, and/or offer to sell infringing products and/or

services, including but not limited to Antivirus Gateways (including but not limited to AVE2200, AVE2600, and AVE2800), Application Security Gateways (including but not limited to ASG2100, ASG2200, ASG2600, and ASG2800), Firewalls (including but not limited to Eudemon 200E, Eudemon 200E-X, Eudemon 1000E, Eudemon 8000E, Eudemon 8080E), iCache (including but not limited to iCache 9200), Metro Service Platforms (including but not limited to CX 600 X3, CX 600 X8, CX 600 X16), Multiservice Control Gateways (including but not limited to ME60), Network Intelligent Police (including but not limited to NIP 2100, NIP 2200, NIP 5100, and NIP 5200), Routers (including but not limited to AR 150, AR 200, AR1200, AR1220, AR1220V, AR1220W/1220VW, AR2200, AR2220, AR2240, AR3200, AR3260, NE-40E-X3, NE-40E-X8, NE-40E-X16, NE 80, and NE 80E), Servers (including but not limited to MA5200G-2, MA5200G-4, MA5200G-8), Service Inspection Gateways (including but not limited to SIG 1000, SIG 9280, SIG 9800-X3, SIG 9800-X8, SIG 9800-X16, SIG 9810, and SIG 9820), and Unified Security Gateways (including but not limited to USG 2110, USG 2130, USG 2200, USG 2205, USG 2220, USG 2230, USG 2260, USG 5120, USG 5300, USG 5310, USG 5500, USG 5560), which infringe at least claim 1 of the '789 patent under 35 U.S.C. § 271.

14. At least since the filing and service of this complaint, Huawei Defendants have had knowledge of and notice of the '789 patent, Packet Intelligence's patent rights, and the Huawei Defendants' infringement. On information and belief, Huawei Defendants have continued their infringement despite an objectively high likelihood that their actions constitute infringement of a valid patent (*i.e.*, the '789 patent). Huawei Defendants were made aware and, therefore, knew of the risk that they infringed the '789 patent. Accordingly, Huawei Defendants acted knowingly, willfully, and with intent to infringe the patents-in-suit.

15. Huawei Defendants' acts of infringement have caused damage to Packet Intelligence, and Packet Intelligence is entitled to recover from the Huawei Defendants the damages sustained by Packet Intelligence as a result of Huawei Defendants' wrongful acts in an amount subject to proof at trial. Huawei Defendants' infringement of Packet Intelligence's

exclusive rights under the '789 patent will continue to damage Packet Intelligence, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court. Huawei Defendants' infringement is willful and deliberate, including because the Huawei Defendants became aware of the infringing nature of their products and services at the latest with the filing of this complaint, entitling Packet Intelligence to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

### **COUNT III**

#### **INFRINGEMENT OF U.S. PATENT NO. 6,665,725**

16. On December 16, 2003, U.S. Patent No. 6,665,725 (the "'725 patent") was duly and legally issued for a "Processing Protocol Specific Information in Packets Specified by a Protocol Description Language." A true and correct copy of the '725 patent is attached hereto as Exhibit C. Packet Intelligence is the owner by assignment of all rights, title, and interest in and to the '725 patent.

17. Huawei Defendants have infringed and continue to infringe directly, literally, and/or under the doctrine of equivalents, one or more of the claims of the '725 patent. Huawei Defendants manufacture, use, sell, import, and/or offer to sell infringing products and/or services, including but not limited to Antivirus Gateways (including but not limited to AVE2200, AVE2600, and AVE2800), Application Security Gateways (including but not limited to ASG2100, ASG2200, ASG2600, and ASG2800), Firewalls (including but not limited to Eudemon 200E, Eudemon 200E-X, Eudemon 1000E, Eudemon 8000E, Eudemon 8080E), iCache (including but not limited to iCache 9200), Metro Service Platforms (including but not limited to CX 600 X3, CX 600 X8, CX 600 X16), Multiservice Control Gateways (including but not limited to ME60), Network Intelligent Police (including but not limited to NIP 2100, NIP 2200, NIP 5100, and NIP 5200), Routers (including but not limited to AR 150, AR 200, AR1200, AR1220, AR1220V, AR1220W/1220VW, AR2200, AR2220, AR2240, AR3200, AR3260, NE-40E-X3, NE-40E-X8, NE-40E-X16, NE 80, and NE 80E), Servers (including but not limited to MA5200G-2, MA5200G-4, MA5200G-8), Service Inspection Gateways (including

but not limited to SIG 1000, SIG 9280, SIG 9800-X3, SIG 9800-X8, SIG 9800-X16, SIG 9810, and SIG 9820), and Unified Security Gateways (including but not limited to USG 2110, USG 2130, USG 2200, USG 2205, USG 2220, USG 2230, USG 2260, USG 5120, USG 5300, USG 5310, USG 5500, USG 5560), which infringe at least claim 17 of the '725 patent under 35 U.S.C. § 271.

18. At least since the filing and service of this complaint, on information and belief, Huawei Defendants have had knowledge of and notice of the '725 patent, Packet Intelligence's patent rights, and the Huawei Defendants' infringement. On information and belief, Huawei Defendants have continued their infringement despite an objectively high likelihood that their actions constitute infringement of a valid patent (*i.e.*, the '725 patent). Huawei Defendants were made aware and, therefore, knew of the risk that they infringed the '725 patent. Accordingly, Huawei Defendants acted knowingly, willfully, and with intent to infringe the patents-in-suit.

19. Huawei Defendants' acts of infringement have caused damage to Packet Intelligence, and Packet Intelligence is entitled to recover from the Huawei Defendants the damages sustained by Packet Intelligence as a result of Huawei Defendants' wrongful acts in an amount subject to proof at trial. Huawei Defendants' infringement of Packet Intelligence's exclusive rights under the '725 patent will continue to damage Packet Intelligence, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court. Huawei Defendants' infringement is willful and deliberate, including because the Huawei Defendants became aware of the infringing nature of their products and services at the latest with the filing of this complaint, entitling Packet Intelligence to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

#### **COUNT IV**

#### **INFRINGEMENT OF U.S. PATENT NO. 6,839,751**

20. On January 4, 2005, U.S. Patent No. 6,839,751 (the "'751 patent") was duly and legally issued for "Re-Using Information from Data Transactions for Maintaining Statistics in Network Monitoring." A true and correct copy of the '751 patent is attached hereto as Exhibit

D. Packet Intelligence is the owner by assignment of all rights, title, and interest in and to the '751 patent.

21. Huawei Defendants have infringed and continue to infringe directly, literally, and/or under the doctrine of equivalents, one or more of the claims of the '751 patent. Huawei Defendants manufacture, use, sell, import, and/or offer to sell infringing products and/or services, including but not limited to Antivirus Gateways (including but not limited to AVE2200, AVE2600, and AVE2800), Application Security Gateways (including but not limited to ASG2100, ASG2200, ASG2600, and ASG2800), Firewalls (including but not limited to Eudemon 200E, Eudemon 200E-X, Eudemon 1000E, Eudemon 8000E, Eudemon 8080E), iCache (including but not limited to iCache 9200), Metro Service Platforms (including but not limited to CX 600 X3, CX 600 X8, CX 600 X16), Multiservice Control Gateways (including but not limited to ME60), Network Intelligent Police (including but not limited to NIP 2100, NIP 2200, NIP 5100, and NIP 5200), Routers (including but not limited to AR 150, AR 200, AR1200, AR1220, AR1220V, AR1220W/1220VW, AR2200, AR2220, AR2240, AR3200, AR3260, NE-40E-X3, NE-40E-X8, NE-40E-X16, NE 80, and NE 80E), Servers (including but not limited to MA5200G-2, MA5200G-4, MA5200G-8), Service Inspection Gateways (including but not limited to SIG 1000, SIG 9280, SIG 9800-X3, SIG 9800-X8, SIG 9800-X16, SIG 9810, and SIG 9820), and Unified Security Gateways (including but not limited to USG 2110, USG 2130, USG 2200, USG 2205, USG 2220, USG 2230, USG 2260, USG 5120, USG 5300, USG 5310, USG 5500, USG 5560), which infringe at least claim 1 of the '751 patent under 35 U.S.C. § 271.

22. At least since the filing and service of this complaint, on information and belief, Huawei Defendants have had knowledge of and notice of the '751 patent, Packet Intelligence's patent rights, and the Huawei Defendants' infringement. On information and belief, Huawei Defendants have continued their infringement despite an objectively high likelihood that their actions constitute infringement of a valid patent (*i.e.*, the '751 patent). Huawei Defendants were made aware and, therefore, knew of the risk that they infringed the '751 patent. Accordingly,

Huawei Defendants acted knowingly, willfully, and with intent to infringe the patents-in-suit.

23. Huawei Defendants' acts of infringement have caused damage to Packet Intelligence, and Packet Intelligence is entitled to recover from the Huawei Defendants the damages sustained by Packet Intelligence as a result of Huawei Defendants' wrongful acts in an amount subject to proof at trial. Huawei Defendants' infringement of Packet Intelligence's exclusive rights under the '751 patent will continue to damage Packet Intelligence, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court. Huawei Defendants' infringement is willful and deliberate, including because the Huawei Defendants became aware of the infringing nature of their products and services at the latest with the filing of this complaint, entitling Packet Intelligence to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

#### **COUNT V**

#### **INFRINGEMENT OF U.S. PATENT NO. 6,771,646**

24. On August 3, 2004, U.S. Patent No. 6,771,646 (the "'646 patent") was duly and legally issued for "Associative Cache Structure for Lookups and Updates of Flow Records in a Network Monitor." A true and correct copy of the '646 patent is attached hereto as Exhibit E. Packet Intelligence is the owner by assignment of all rights, title, and interest in and to the '646 patent.

25. Huawei Defendants have infringed and continue to infringe directly, literally, and/or under the doctrine of equivalents, one or more of the claims of the '646 patent. Huawei Defendants manufacture, use, sell, import, and/or offer to sell infringing products and/or services, including but not limited to Antivirus Gateways (including but not limited to AVE2200, AVE2600, and AVE2800), Application Security Gateways (including but not limited to ASG2100, ASG2200, ASG2600, and ASG2800), Firewalls (including but not limited to Eudemon 200E, Eudemon 200E-X, Eudemon 1000E, Eudemon 8000E, Eudemon 8080E), iCache (including but not limited to iCache 9200), Metro Service Platforms (including but not limited to CX 600 X3, CX 600 X8, CX 600 X16), Multiservice Control Gateways (including but

not limited to ME60), Network Intelligent Police (including but not limited to NIP 2100, NIP 2200, NIP 5100, and NIP 5200), Routers (including but not limited to AR 150, AR 200, AR1200, AR1220, AR1220V, AR1220W/1220VW, AR2200, AR2220, AR2240, AR3200, AR3260, NE-40E-X3, NE-40E-X8, NE-40E-X16, NE 80, and NE 80E), Servers (including but not limited to MA5200G-2, MA5200G-4, MA5200G-8), Service Inspection Gateways (including but not limited to SIG 1000, SIG 9280, SIG 9800-X3, SIG 9800-X8, SIG 9800-X16, SIG 9810, and SIG 9820), and Unified Security Gateways (including but not limited to USG 2110, USG 2130, USG 2200, USG 2205, USG 2220, USG 2230, USG 2260, USG 5120, USG 5300, USG 5310, USG 5500, USG 5560), which infringe at least claim 16 of the '646 patent under 35 U.S.C. § 271.

26. At least since the filing and service of this complaint, on information and belief, Huawei Defendants have had knowledge of and notice of the '646 patent, Packet Intelligence's patent rights, and the Huawei Defendants' infringement. On information and belief, Huawei Defendants have continued their infringement despite an objectively high likelihood that their actions constitute infringement of a valid patent (*i.e.*, the '646 patent). Huawei Defendants were made aware and, therefore, knew of the risk that they infringed the '646 patent. Accordingly, Huawei Defendants acted knowingly, willfully, and with intent to infringe the patents-in-suit.

27. Huawei Defendants' acts of infringement have caused damage to Packet Intelligence, and Packet Intelligence is entitled to recover from the Huawei Defendants the damages sustained by Packet Intelligence as a result of Huawei Defendants' wrongful acts in an amount subject to proof at trial. Huawei Defendants' infringement of Packet Intelligence's exclusive rights under the '646 patent will continue to damage Packet Intelligence, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court. Huawei Defendants' infringement is willful and deliberate, including because the Huawei Defendants became aware of the infringing nature of their products and services at the latest with the filing of this complaint, entitling Packet Intelligence to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

## COUNT VI

### INFRINGEMENT OF U.S. PATENT NO. 6,789,116

28. On September 7, 2004, U.S. Patent No. 6,789,116 (the “’116 patent”) was duly and legally issued for a “State Processor for Pattern Matching in a Network Monitor Device.” A true and correct copy of the ’116 patent is attached hereto as Exhibit F. Packet Intelligence is the owner by assignment of all rights, title, and interest in and to the ’116 patent.

29. Huawei Defendants have infringed and continue to infringe directly, literally, and/or under the doctrine of equivalents, one or more of the claims of the ’116 patent. Huawei Defendants manufacture, use, sell, import, and/or offer to sell infringing products and/or services, including but not limited to Antivirus Gateways (including but not limited to AVE2200, AVE2600, and AVE2800), Application Security Gateways (including but not limited to ASG2100, ASG2200, ASG2600, and ASG2800), Firewalls (including but not limited to Eudemon 200E, Eudemon 200E-X, Eudemon 1000E, Eudemon 8000E, Eudemon 8080E), iCache (including but not limited to iCache 9200), Metro Service Platforms (including but not limited to CX 600 X3, CX 600 X8, CX 600 X16), Multiservice Control Gateways (including but not limited to ME60), Network Intelligent Police (including but not limited to NIP 2100, NIP 2200, NIP 5100, and NIP 5200), Routers (including but not limited to AR 150, AR 200, AR1200, AR1220, AR1220V, AR1220W/1220VW, AR2200, AR2220, AR2240, AR3200, AR3260, NE-40E-X3, NE-40E-X8, NE-40E-X16, NE 80, and NE 80E), Servers (including but not limited to MA5200G-2, MA5200G-4, MA5200G-8), Service Inspection Gateways (including but not limited to SIG 1000, SIG 9280, SIG 9800-X3, SIG 9800-X8, SIG 9800-X16, SIG 9810, and SIG 9820), and Unified Security Gateways (including but not limited to USG 2110, USG 2130, USG 2200, USG 2205, USG 2220, USG 2230, USG 2260, USG 5120, USG 5300, USG 5310, USG 5500, USG 5560), which infringe at least claim 1 of the ’116 patent under 35 U.S.C. § 271.

30. At least since the filing and service of this complaint, on information and belief, Huawei Defendants have had knowledge of and notice of the ’116 patent, Packet Intelligence’s

patent rights, and the Huawei Defendants' infringement. On information and belief, Huawei Defendants have continued their infringement despite an objectively high likelihood that their actions constitute infringement of a valid patent (*i.e.*, the '116 patent). Huawei Defendants were made aware and, therefore, knew of the risk that they infringed the '116 patent. Accordingly, Huawei Defendants acted knowingly, willfully, and with intent to infringe the patents-in-suit.

31. Huawei Defendants' acts of infringement have caused damage to Packet Intelligence, and Packet Intelligence is entitled to recover from the Huawei Defendants the damages sustained by Packet Intelligence as a result of Huawei Defendants' wrongful acts in an amount subject to proof at trial. Huawei Defendants' infringement of Packet Intelligence's exclusive rights under the '116 patent will continue to damage Packet Intelligence, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court. Huawei Defendants' infringement is willful and deliberate, including because the Huawei Defendants became aware of the infringing nature of their products and services at the latest with the filing of this complaint, entitling Packet Intelligence to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

## **COUNT VII**

### **INFRINGEMENT OF U.S. PATENT NO. 7,229,282**

32. On November 20, 2007, U.S. Patent No. 7,229,282 (the "'282 patent") was duly and legally issued for a "State Processor for Pattern Matching in a Network Monitor Device." A true and correct copy of the '282 patent is attached hereto as Exhibit G. Packet Intelligence is the owner by assignment of all rights, title, and interest in and to the '282 patent.

33. Huawei Defendants have infringed and continue to infringe directly, literally, and/or under the doctrine of equivalents, one or more of the claims of the '282 patent. Huawei Defendants manufacture, use, sell, import, and/or offer to sell infringing products and/or services, including but not limited to Antivirus Gateways (including but not limited to AVE2200, AVE2600, and AVE2800), Application Security Gateways (including but not limited to ASG2100, ASG2200, ASG2600, and ASG2800), Firewalls (including but not limited to

Eudemon 200E, Eudemon 200E-X, Eudemon 1000E, Eudemon 8000E, Eudemon 8080E), iCache (including but not limited to iCache 9200), Metro Service Platforms (including but not limited to CX 600 X3, CX 600 X8, CX 600 X16), Multiservice Control Gateways (including but not limited to ME60), Network Intelligent Police (including but not limited to NIP 2100, NIP 2200, NIP 5100, and NIP 5200), Routers (including but not limited to AR 150, AR 200, AR1200, AR1220, AR1220V, AR1220W/1220VW, AR2200, AR2220, AR2240, AR3200, AR3260, NE-40E-X3, NE-40E-X8, NE-40E-X16, NE 80, and NE 80E), Servers (including but not limited to MA5200G-2, MA5200G-4, MA5200G-8), Service Inspection Gateways (including but not limited to SIG 1000, SIG 9280, SIG 9800-X3, SIG 9800-X8, SIG 9800-X16, SIG 9810, and SIG 9820), and Unified Security Gateways (including but not limited to USG 2110, USG 2130, USG 2200, USG 2205, USG 2220, USG 2230, USG 2260, USG 5120, USG 5300, USG 5310, USG 5500, USG 5560), which infringe at least claim 1 of the '282 patent under 35 U.S.C. § 271.

34. At least since the filing and service of this complaint, on information and belief, Huawei Defendants have had knowledge of and notice of the '282 patent, Packet Intelligence's patent rights, and the Huawei Defendants' infringement. On information and belief, Huawei Defendants have continued their infringement despite an objectively high likelihood that their actions constitute infringement of a valid patent (*i.e.*, the '282 patent). Huawei Defendants were made aware and, therefore, knew of the risk that they infringed the '282 patent. Accordingly, Huawei Defendants acted knowingly, willfully, and with intent to infringe the patents-in-suit.

35. Huawei Defendants' acts of infringement have caused damage to Packet Intelligence, and Packet Intelligence is entitled to recover from the Huawei Defendants the damages sustained by Packet Intelligence as a result of Huawei Defendants' wrongful acts in an amount subject to proof at trial. Huawei Defendants' infringement of Packet Intelligence's exclusive rights under the '282 patent will continue to damage Packet Intelligence, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court. Huawei Defendants' infringement is willful and deliberate, including because the Huawei

Defendants became aware of the infringing nature of their products and services at the latest with the filing of this complaint, entitling Packet Intelligence to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

### **JURY DEMAND**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Packet Intelligence respectfully requests a trial by jury on all issues.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Packet Intelligence, LLC respectfully requests entry of judgment in its favor and against the Huawei Defendants as follows:

(a) Declaration that Huawei Defendants have infringed U.S. Patent No. 6,651,099; U.S. Patent No. 6,954,789; U.S. Patent No. 6,665,725; U.S. Patent No. 6,839,751; U.S. Patent No. 6,771,646; U.S. Patent No. 6,789,116; and U.S. Patent No. 7,229,282;

(b) Awarding the damages arising out of the Huawei Defendants' infringement of U.S. Patent No. 6,651,099; U.S. Patent No. 6,954,789; U.S. Patent No. 6,665,725; U.S. Patent No. 6,839,751; U.S. Patent No. 6,771,646; U.S. Patent No. 6,789,116; and U.S. Patent No. 7,229,282 to Packet Intelligence, together with pre-judgment and post-judgment interest, in an amount according to proof;

(c) Finding Huawei Defendants' infringement to be willful from the time that the Huawei Defendants became aware of the infringing nature of their respective products and services, which is the time of the filing of this complaint at the latest, and awarding treble damages to Packet Intelligence for the period of such willful infringement pursuant to 35 U.S.C. § 284;

(d) Permanently enjoining Huawei Defendants and their respective officers, agents, employees, and those acting in privity with them, from further infringement, including contributory infringement and/or inducing infringement, of U.S. Patent No. 6,651,099; U.S. Patent No. 6,954,789; U.S. Patent No. 6,665,725; U.S. Patent No. 6,839,751; U.S. Patent No. 6,771,646; U.S. Patent No. 6,789,116; and U.S. Patent No. 7,229,282, or in the alternative,

awarding a royalty for post-judgment infringement;

(e) Awarding attorneys' fees pursuant to 35 U.S.C. § 285 or as otherwise permitted by law; and

(f) Awarding such other costs and further relief as the Court may deem just and proper.

Dated: March 12, 2013

Respectfully Submitted,

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