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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CISCO SYSTEMS, INC.,)	CASE NO. 3:14-cv-5343
)	
Plaintiff,)	
)	COMPLAINT FOR PATENT
v.)	INFRINGEMENT
)	
ARISTA NETWORKS, INC.,)	DEMAND FOR JURY TRIAL
)	
Defendant.)	
)	
)	

1 **COMPLAINT FOR PATENT INFRINGEMENT**

2 Plaintiff Cisco Systems, Inc. (“Cisco”), for its complaint against Defendant Arista Networks, Inc.
3 (“Arista”), hereby demands a jury trial and alleges as follows:

4 **INTRODUCTION**

5 1. Cisco is an information technology (IT) company that was founded in 1984. Cisco is the
6 worldwide leader in developing and implementing the networking technologies that enable global
7 interconnectivity and the Internet of Everything. Cisco employs thousands of networking engineers at
8 its headquarters in San Jose, California, and elsewhere, and invests billions of dollars annually in
9 research and development focused on creating the future of networking technologies.

10 2. Decades after Cisco’s founding, Arista was founded by former Cisco employees, many of
11 whom are named inventors on Cisco’s networking patents. Among others, Arista’s 1) founders, 2)
12 President and CEO, 3) Chief Development Officer, 4) Chief Technology Officer, 5) Senior Vice
13 President for Customer Engineering, 6) Vice President of Business Alliances, 7) former Vice President
14 for Global Operations and Marketing, 8) Vice President of Systems Engineering and Technology
15 Marketing, 9) Vice President of Hardware Engineering, 10) Vice President of Software Engineering, and
16 11) Vice President of Manufacturing and Platform Engineering all were employed by Cisco prior to
17 joining Arista. Moreover, four out of the seven members of Arista’s Board of Directors were previously
18 employed by Cisco. Arista’s goal is to sell networking products. Rather than building its products and
19 services based on new technologies developed by Arista, however, and providing legitimate competition
20 to Cisco, Arista took a shortcut by using innovative networking technologies designed, developed, and
21 patented by Cisco.

22 3. Notably, Arista was founded by former Cisco employees who were intimately and
23 directly familiar with Cisco’s patented networking technologies, including those protected by patents
24 asserted in this action. Two of Arista’s founders, Andreas Bechtolsheim and David Cheriton, developed
25 patented technologies while at Cisco. While each has had a long career in the networking and
26 computing fields, they are each named inventors on a number of the Cisco patents asserted in this case.
27 Messrs. Bechtolsheim and Cheriton are aware of Cisco patents on which they were named inventors and
28 that they developed while employed by Cisco. Arista, despite knowing that Cisco’s networking

1 technologies are protected by Cisco's patents, blatantly incorporated those technologies into Arista's
2 products.

3 4. Arista has acknowledged the substantial investment in time and employment that would
4 have been required to legitimately compete with Cisco. Arista's President and Chief Executive Officer,
5 former Cisco employee Jayshree Ullal, has stated:

6 "Since I helped build the enterprise [at Cisco], I would never compete with Cisco directly
7 in the enterprise in a conventional way. It makes no sense. **It would take me 15 years
and 15,000 engineers**, and that's not a recipe for success." (emphasis added)

8 By simply incorporating numerous patented technologies developed by Cisco into Arista's
9 products, covering a variety of critical features, Arista avoided hiring the thousands of engineers
10 and making the substantial investments that would otherwise have been needed to legitimately
11 develop its own technologies. Arista took an unfair shortcut to compete with Cisco using
12 Cisco's own technologies, while avoiding the investments in employees, money, and time that
13 would have been needed to develop products based on new technologies. Indeed, Cisco is not
14 the only party to find itself aggrieved regarding Arista's alleged misappropriation of intellectual
15 property. Arista co-founder David Cheriton has himself alleged that Arista misappropriated his
16 own intellectual property in a complaint filed against Arista by his company, Optumsoft.

17 5. Arista's actions have caused harm to Cisco, as alleged below, by incorporating Cisco's
18 patented technologies into Arista's products. The patents asserted in this case were invented by Cisco
19 personnel, are proprietary, and are implemented by Cisco in its innovative products in order to
20 successfully compete in the marketplace. Arista's actions also significantly harm innovation. If Arista's
21 use of Cisco technologies allows it to avoid what is needed to develop new technologies, other
22 companies will be encouraged to simply use others' proprietary technologies rather than to hire
23 engineers, invest in innovation, and develop new technologies. Cisco therefore seeks injunctive relief to
24 stop Arista's widespread and improper infringement of Cisco's lawful patent rights.

25 6. Cisco welcomes legitimate competition in the marketplace. Its executives have written
26 and spoken in support of employee mobility, and Cisco believes strongly and has stated that allowing
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1 people to move freely between companies fosters innovation.¹ But Arista has unlawfully and
2 intentionally used technologies developed by Cisco’s personnel, including without limitation
3 technologies that Arista’s own founders had developed while at Cisco, where Cisco invested the
4 necessary research and development, funding, personnel, and engineering hours to support these
5 innovations. Arista’s intellectual property infringement stifles innovation and cannot be condoned.

6 **NATURE OF THE ACTION**

7 7. This is a civil action for patent infringement under the Patent Laws of the United States,
8 35 U.S.C. §§ 1 *et seq.*, and for such other relief as the Court deems just and proper.

9 **THE PARTIES**

10 8. Plaintiff Cisco is a company duly organized and existing under the laws of California,
11 having its principal place of business at 170 West Tasman Drive, San Jose, CA 95134.

12 9. On information and belief, Defendant Arista is a corporation duly organized and existing
13 under the laws of Delaware, having its principal place of business at 5453 Great America Parkway,
14 Santa Clara, CA 95054.

15 **JURISDICTION**

16 10. This civil action asserts claims arising under the Patent Laws of the United States, 35
17 U.S.C. §§ 1 *et seq.* This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

18 11. This Court has personal jurisdiction over Arista. Arista has maintained its principal place
19 of business in the Northern District of California since 2004. Arista also has engaged in substantial and
20 not isolated business activities in the Northern District of California. Specifically, Arista, directly and/or
21 through third parties, has made, used, sold, and/or offered for sale within the Northern District of
22 California and/or imported into the Northern District of California infringing networking products.

23 **VENUE**

24 12. Venue properly lies in this District under 28 U.S.C. §§ 1391 and 1400(b) because
25 Arista’s principal place of business is in this District, acts of infringement have been committed in this
26 district, and Arista is subject to personal jurisdiction in this district. In addition, venue is proper because

27
28 ¹ Cisco, Cisco Blog - The Platform, “Employee Mobility,” *available at*
<http://blogs.cisco.com/tag/employee-mobility/>.

1 Cisco has suffered harm in this district.

2 **INTRADISTRICT ASSIGNMENT**

3 13. This Complaint includes an Intellectual Property Action, which is an excepted category
4 under Civil Local Rule 3-2(c). Consequently, this action is assigned on a district-wide basis.

5 **GENERAL ALLEGATIONS**

6 **CISCO IS THE WORLDWIDE LEADER IN NETWORKING INNOVATIONS**

7 14. Founded in 1984, Cisco is the worldwide leader in developing, implementing, and
8 providing the technologies behind networking products and services. Cisco develops and provides a
9 broad range of networking products and services that enable seamless communication among
10 individuals, businesses, public institutions, government agencies, and service providers. Specifically,
11 the thousands of engineers who work at Cisco develop and provide networking hardware, software, and
12 services that utilize cutting-edge technologies to transport data, voice, and video within buildings, across
13 cities and campuses, and around the world.

14 15. Since its founding, Cisco has pioneered many of the important technologies that created
15 and enabled global interconnectivity. During the past three decades, Cisco has invested billions of
16 dollars, and the time and dedication of thousands of its engineers, in the research and development of
17 networking products and services, culminating in the development of a highly-successful interface and
18 related technologies that have driven the proliferation of Cisco's computer networking technologies and
19 the Internet.

20 16. Cisco's networking devices and operating systems (including its Internetwork Operating
21 System ("IOS", "IOS XR", and "IOS XE") and its Nexus Operating System ("NX-OS")) are recognized
22 by customers and the industry generally as very important and unique, contributing tremendously to the
23 success and widespread acceptance of Cisco's products. Included in Cisco's products are features
24 important to the successful deployment of large and small networks and crucial to meeting the demands
25 of today's networking environments, including networking device System Database ("SysDB"), Zero-
26 Touch Provisioning ("ZTP"), On Board Failure Logging ("OBFL"), Control Plane Policing ("CoPP"),
27 Spanning Tree Loop Guard, In-Service System Upgrades ("ISSU"), Virtual Port Channels ("vPC"),
28 Access Control Lists ("ACL"), and Private Virtual Local Area Networks ("Private VLANs").

1 lists John Thomas Welder, Ratheesh Krishna Vadhyar, Sudhir Rao, and Thomas W. Uban as inventors.
2 A true and correct copy of the '296 patent is attached hereto as Exhibit 7.

3 36. Cisco is the owner by assignment of the '296 patent and has the full right to enforce
4 and/or license the '296 patent.

5 37. The '296 patent is valid and enforceable.

6 **U.S. Patent No. 7,290,164**

7 38. U.S. Patent No. 7,290,164 (“the '164 patent”) entitled “Method of Reverting to a
8 Recovery Configuration in Response to Device Faults” issued on October 30, 2007 and lists Andrew G.
9 Harvey, John Ng, and Gilbert R. Woodman III as inventors. A true and correct copy of the '164 patent
10 is attached hereto as Exhibit 8.

11 39. Cisco is the owner by assignment of the '164 patent and has the full right to enforce
12 and/or license the '164 patent.

13 40. The '164 patent is valid and enforceable.

14 **U.S. Patent No. 6,741,592**

15 41. U.S. Patent No. 6,741,592 (“the '592 patent”) entitled “Private VLANs” issued on May
16 25, 2004 and lists Thomas J. Edsall, Marco Foschiano, Michael Fine, and Thomas Nosella as inventors.
17 A true and correct copy of the '592 patent is attached hereto as Exhibit 9.

18 42. Cisco is the owner by assignment of the '592 patent and has the full right to enforce
19 and/or license the '592 patent.

20 43. The '592 patent is valid and enforceable.

21 **U.S. Patent No. 7,200,145**

22 44. U.S. Patent No. 7,200,145 (“the '145 patent”) entitled “Private VLANs” issued on April
23 3, 2007 and lists Thomas J. Edsall, Marco Foschiano, Michael Fine, and Thomas Nosella as inventors.
24 A true and correct copy of the '145 patent is attached hereto as Exhibit 10.

25 45. Cisco is the owner by assignment of the '145 patent and has the full right to enforce
26 and/or license the '145 patent.

27 46. The '145 patent is valid and enforceable.

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1 **U.S. Patent No. 7,460,492**

2 47. U.S. Patent No. 7,460,492 (“the ’492 patent”) entitled “Spanning Tree Loop Guard”
3 issued on December 2, 2008 and lists Maurizio Portolani, Shayamasundar S. Kaluve, and Marco E.
4 Foschiano as inventors. A true and correct copy of the ’492 patent is attached hereto as Exhibit 11.

5 48. Cisco is the owner by assignment of the ’492 patent and has the full right to enforce
6 and/or license the ’492 patent.

7 49. The ’492 patent is valid and enforceable.

8 **U.S. Patent No. 7,061,875**

9 50. U.S. Patent No. 7,061,875 (“the ’875 patent”) entitled “Spanning Tree Loop Guard”
10 issued on June 13, 2006 and lists Maurizio Portolani, Shayamasundar S. Kaluve, and Marco E.
11 Foschiano as inventors. A true and correct copy of the ’875 patent is attached hereto as Exhibit 12.

12 51. Cisco is the owner by assignment of the ’875 patent and has the full right to enforce
13 and/or license the ’875 patent.

14 52. The ’875 patent is valid and enforceable.

15 **U.S. Patent No. 7,224,668**

16 53. U.S. Patent No. 7,224,668 (“the ’668 patent”) entitled “Control Plane Security and
17 Traffic Flow Management” issued on May 29, 2007 and lists Adrian C. Smethurst, Michael F. Keohane,
18 and R. Wayne Ogozaly as inventors. A true and correct copy of the ’668 patent is attached hereto as
19 Exhibit 13.

20 54. Cisco is the owner by assignment of the ’668 patent and has the full right to enforce
21 and/or license the ’668 patent.

22 55. The ’668 patent is valid and enforceable.

23 **ARISTA IS WILLFULLY INFRINGING CISCO’S PATENTS**

24 56. Decades after Cisco’s founding, Arista was founded by former Cisco employees who
25 were intimately and directly familiar with Cisco’s pioneering networking technologies, including those
26 protected by patents asserted in this action. Since its founding, numerous additional Cisco employees
27 have also joined Arista. For example, Arista founder and Chief Development Officer Andreas
28 Bechtolsheim served as Vice President and General Manager of Cisco’s Gigabit Systems Business Unit;

1 Arista founder and Chief Scientist David Cheriton served as a Chief Architect on Cisco’s Catalyst
2 products; Arista founder, Chief Technology Officer, and Senior Vice President Kenneth Duda worked at
3 Cisco for several years as a software engineer in Cisco’s Gigabit Systems Business Unit; and Arista’s
4 current President and Chief Executive Officer, Jayshree Ullal, worked at Cisco for more than a decade,
5 including as Senior Vice President of Cisco’s Data Center, Switching, and Services Group (which is
6 responsible for some of Cisco’s flagship networking product lines). Cisco strongly believes, and has
7 repeatedly stated, that mobility of employees between companies fosters innovation.² But widespread
8 intellectual property infringement like that engaged in by Arista stifles innovation and cannot be
9 condoned.

10 57. Arista knew that Cisco’s pioneering networking technologies drive customer demand for
11 and are important to the market success of Cisco’s products. Rather than invest in the expensive and
12 time-consuming effort that would have been necessary to develop its own features for Arista’s products,
13 and specifically instead of investing the time and expense of developing its own technologies, Arista
14 instead decided to use Cisco’s pioneering proprietary technologies, and even to explicitly tout these
15 technologies to the market in attempts to sell Arista products that compete directly with Cisco products.

16 58. Cisco inventions are important to and drive customer demand for Arista’s products. For
17 example, Cisco’s patented technology can be found in Arista’s System Database (“SysDB”), Zero-
18 Touch Provisioning (“ZTP”), Multi-Chassis Link Aggregation (“MLAG”), Control Plane Protection
19 (“CoPP”), In-Service System Upgrades (“ISSU”), Extensible API (“eAPI”), Access Control Lists
20 (“ACL”), Spanning Tree Loop Guard, and Private Virtual Local Area Networks (“Private VLANs”).

21 59. Arista’s misappropriation of Cisco technology has been crucial to Arista’s attempts to
22 compete with Cisco. Arista claims that the Cisco technologies it has unlawfully used are the “secret
23 sauce” of its product line, and touts that these features, *inter alia*, “simplif[y] deployment and
24 minimize[] errors,” function as the “core” of its operating system, “eliminate bottlenecks and provide
25 resiliency” to “protect the control plane from potential denial of service attacks,” and “provide[] the
26 foundation for . . . updates and self-healing resiliency.” By extensively using Cisco’s patented

27
28 ² Cisco, Cisco Blog - The Platform, “Employee Mobility,” *available at*
<http://blogs.cisco.com/tag/employee-mobility/>.

1 technologies, Arista took improper shortcuts, thereby avoiding the investments that would have been
2 necessary had Arista not used Cisco's technology.

3 60. There is no question that Arista personnel – many of whom worked at Cisco at or after
4 the time the technologies were developed by Cisco – were aware that the pioneering Cisco networking
5 technologies that Arista appropriated are protected by U.S. patents. For example, two of Arista's own
6 founders are named inventors on a number of Cisco patents asserted in this action. By this action, Cisco
7 seeks to stop Arista's willful, unauthorized, and improper use of Cisco's patented technologies, and to
8 obtain damages for the significant harm caused to Cisco by Arista's willful infringement of certain
9 Patents-in-Suit.

10 **COUNT I – INFRINGEMENT OF THE '577 PATENT**

11 61. Cisco incorporates and realleges Paragraphs 1 through 60 of this Complaint as if fully set
12 forth herein.

13 62. The USPTO duly and legally issued the '577 patent on April 23, 2002.

14 63. Arista has infringed, and continues to infringe, one or more claims of the '577 patent,
15 including at least claim 1, either literally or under the doctrine of equivalents, by making, using, selling,
16 and/or offering for sale within the United States and/or importing into the United States networking
17 products that are covered by one or more claims of the '577 patent, including but not limited to the
18 Arista 7048, 7050X, 7250X, 7300, 7300X, and 7500E series of switches, including, without limitation,
19 those devices' implementations of access control list functionality.

20 64. The '577 patent was issued to Messrs. Bechtolsheim and Cheriton on April 23, 2002,
21 while they were Cisco employees. The '577 patent is assigned to Cisco. Messrs. Bechtolsheim and
22 Cheriton are co-founders of Arista. Accordingly, Arista has had knowledge of the '577 patent since its
23 founding in October 2004. In addition to directly infringing the '577 patent, Arista has indirectly
24 infringed and continues to indirectly infringe one or more claims of the '577 patent, including at least
25 claim 1, by actively inducing others to directly infringe the '577 patent in violation of 35 U.S.C. §
26 271(b). Specifically, and in light of the knowledge of its founders, Arista knowingly induced
27 infringement of the '577 patent with specific intent to do so by its activities relating to the marketing,
28 distribution, and/or sale of its networking products to their purchasers, including but not limited to the

1 Arista 7048, 7050X, 7250X, 7300, 7300X, and 7500E series of switches, and by instructing and
2 encouraging purchasers (including through product documentation) to operate and use those products in
3 an infringing manner with knowledge that these actions would infringe the '577 patent.

4 65. Arista has contributed to infringement of the '577 patent by others by selling and/or
5 offering for sale to Arista's purchasers within the United States and/or importing into the United States
6 networking products, including but not limited to the Arista 7048, 7050X, 7250X, 7300, 7300X, and
7 7500E series of switches, that are especially made and/or adapted for infringing the '577 patent and are
8 not staple articles of commerce suitable for substantial noninfringing use and that have been sold to
9 purchasers who infringe the '577 patent. As alleged in the prior paragraphs, the '577 patent was issued
10 to Messrs. Bechtolsheim and Cheriton on April 23, 2002, while they were Cisco employees.
11 Specifically, and in light of the knowledge of its founders, Arista had knowledge that its networking
12 products, including but not limited to the Arista 7048, 7050X, 7250X, 7300, 7300X, and 7500E series of
13 switches, were specifically made and/or adapted for infringement of the '577 patent and are not staple
14 articles of commerce suitable for substantial noninfringing use.

15 66. Arista's infringement has caused and is continuing to cause damage and irreparable
16 injury to Cisco, and Cisco will continue to suffer damage and irreparable injury unless and until that
17 infringement is enjoined by this Court.

18 67. Cisco is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271,
19 281, 283, and 284.

20 68. Arista has infringed the '577 patent as alleged above despite having prior knowledge of
21 the patent and has acted with willful, intentional, and conscious disregard of the objectively high
22 likelihood that its acts constitute infringement of the '577 patent. Arista's infringement of the '577
23 patent has been and continues to be willful, entitling Cisco to enhanced damages under 35 U.S.C. § 284.

24 **COUNT II – INFRINGEMENT OF THE '853 PATENT**

25 69. Cisco incorporates and realleges Paragraphs 1 through 68 of this Complaint as if fully set
26 forth herein.

27 70. The USPTO duly and legally issued the '853 patent on April 4, 2006.

28 71. Arista has infringed, and continues to infringe, one or more claims of the '853 patent,

1 including at least claim 63, either literally or under the doctrine of equivalents, by making, using,
2 selling, and/or offering for sale within the United States and/or importing into the United States
3 networking products that are covered by one or more claims of the '853 patent, including but not limited
4 to the Arista 7048, 7050X, 7250X, 7300, 7300X, and 7500E series of switches, including, without
5 limitation, those devices' implementations of access control list functionality.

6 72. The '853 patent is a continuation of the '577 patent and was issued on April 4, 2006 to
7 Messrs. Bechtolsheim and Cheriton, and is assigned to Cisco. In addition to directly infringing the '853
8 patent, Arista has indirectly infringed and continues to indirectly infringe one or more claims of the '853
9 patent, including at least claim 63, including by actively inducing others to directly infringe the '853
10 patent in violation of 35 U.S.C. § 271(b). Specifically, and in light of the knowledge of Arista's
11 founders of their Cisco patent, Arista knowingly induced infringement of the '853 patent with specific
12 intent to do so by its activities relating to the marketing, distribution, and/or sale of its networking
13 products, including but not limited to the Arista 7048, 7050X, 7250X, 7300, 7300X, and 7500E series of
14 switches, and by instructing and encouraging purchasers (including through product documentation) to
15 operate and use those products in an infringing manner with knowledge that these actions would infringe
16 the '853 patent.

17 73. Arista has contributed to infringement of the '853 patent by others by selling and/or
18 offering for sale to Arista's purchasers within the United States and/or importing into the United States
19 networking products, including but not limited to the Arista 7048, 7050X, 7250X, 7300, 7300X, and
20 7500E series of switches, that are especially made and/or adapted for infringing the '853 patent and are
21 not staple articles of commerce suitable for substantial noninfringing use. As alleged in the prior
22 paragraphs, the '853 patent was issued to Messrs. Bechtolsheim and Cheriton on April 6, 2006 and is
23 assigned to Cisco. Specifically, and in light of the knowledge of its co-founders, Arista had knowledge
24 that its networking products, including but not limited to the Arista 7048, 7050X, 7250X, 7300, 7300X,
25 and 7500E series of switches, were specifically made and/or adapted for infringement of the '853 patent
26 and are not staple articles of commerce suitable for substantial noninfringing use.

27 74. Arista's infringement has caused and is continuing to cause damage and irreparable
28 injury to Cisco, and Cisco will continue to suffer damage and irreparable injury unless and until that

1 infringement is enjoined by this Court.

2 75. Cisco is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271,
3 281, 283, and 284.

4 76. Arista has infringed the '853 patent as alleged above despite having prior knowledge of
5 the patent and has acted with willful, intentional, and conscious disregard of the objectively high
6 likelihood that its acts constitute infringement of the '853 patent. Arista's infringement of the '853
7 patent has been and continues to be willful, entitling Cisco to enhanced damages under 35 U.S.C. § 284.

8 **COUNT III – INFRINGEMENT OF THE '597 PATENT**

9 77. Cisco incorporates and realleges Paragraphs 1 through 76 of this Complaint as if fully set
10 forth herein.

11 78. The USPTO duly and legally issued the '597 patent on March 4, 2008.

12 79. Arista has infringed, and continues to infringe, one or more claims of the '597 patent,
13 including at least claim 1, either literally or under the doctrine of equivalents, by making, using, selling,
14 and/or offering for sale within the United States and/or importing into the United States networking
15 products that are covered by one or more claims of the '597 patent, including but not limited to the
16 Arista 7010, 7048, 7050, 7050X, 7100, 7150, 7250X, 7280E, 7300, 7300X, 7500, and 7500E series of
17 switches, including, without limitation, those devices' implementations of Arista's process manager
18 functionality.

19 80. The '597 patent was issued to Arista co-founder Cheriton on March 4, 2008, and is
20 assigned to Cisco. In addition to directly infringing the '597 patent, Arista has indirectly infringed and
21 continues to indirectly infringe one or more claims of the '597 patent, including at least claim 1,
22 including by actively inducing others to directly infringe the '597 patent in violation of 35 U.S.C. §
23 271(b). Specifically, and in light of the knowledge of its co-founder, Arista knowingly induced
24 infringement of the '597 patent with specific intent to do so by its activities relating to the marketing,
25 distribution, and/or sale its networking products, including but not limited to the Arista 7010, 7048,
26 7050, 7050X, 7100, 7150, 7250X, 7280E, 7300, 7300X, 7500, and 7500E series of switches, and by
27 instructing and encouraging purchasers (including through product documentation) to operate and use
28 those products in an infringing manner with knowledge that these actions would infringe the '597 patent.

1 81. Arista has contributed to infringement of the '597 patent by others by selling and/or
2 offering for sale to Arista's purchasers within the United States and/or importing into the United States
3 networking products, including but not limited to the Arista 7010, 7048, 7050, 7050X, 7100, 7150,
4 7250X, 7280E, 7300, 7300X, 7500, and 7500E series of switches, which are especially made and/or
5 adapted for infringing the '597 patent and are not staple articles of commerce suitable for substantial
6 noninfringing use. As alleged in the prior paragraphs, the '597 patent was issued to Arista co-founder
7 Cheriton on March 4, 2008, and is assigned to Cisco. Specifically, and in light of the knowledge of its
8 co-founder, Arista had knowledge that its networking products, including but not limited to the Arista
9 7010, 7048, 7050, 7050X, 7100, 7150, 7250X, 7280E, 7300, 7300X, 7500, and 7500E series of
10 switches, were specifically made and/or adapted for infringement of the '597 patent and are not staple
11 articles of commerce suitable for substantial noninfringing use.

12 82. Arista's infringement has caused and is continuing to cause damage and irreparable
13 injury to Cisco, and Cisco will continue to suffer damage and irreparable injury unless and until that
14 infringement is enjoined by this Court.

15 83. Cisco is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271,
16 281, 283, and 284.

17 84. Arista has infringed the '597 patent as alleged above despite having prior knowledge of
18 the patent and has acted with willful, intentional, and conscious disregard of the objectively high
19 likelihood that its acts constitute infringement of the '597 patent. Arista's infringement of the '597
20 patent has been and continues to be willful, entitling Cisco to enhanced damages under 35 U.S.C. § 284.

21 **COUNT IV – INFRINGEMENT OF THE '537 PATENT**

22 85. Cisco incorporates and realleges Paragraphs 1 through 84 of this Complaint as if fully set
23 forth herein.

24 86. The USPTO duly and legally issued the '537 patent on January 9, 2007.

25 87. Arista has infringed, and continues to infringe, one or more claims of the '537 patent,
26 including at least claim 1, either literally or under the doctrine of equivalents, by making, using, selling,
27 and/or offering for sale within the United States and/or importing into the United States networking
28 products that are covered by one or more claims of the '537 patent, including but not limited to the

1 Arista 7010, 7048, 7050, 7050X, 7100, 7150, 7250X, 7280E, 7300, 7300X, 7500, and 7500E series of
2 switches, including, without limitation, those devices' implementations of Arista's SysDB functionality.

3 88. Arista's infringement has caused and is continuing to cause damage and irreparable
4 injury to Cisco, and Cisco will continue to suffer damage and irreparable injury unless and until that
5 infringement is enjoined by this Court.

6 89. Cisco is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271,
7 281, 283, and 284.

8 **COUNT V – INFRINGEMENT OF THE '211 PATENT**

9 90. Cisco incorporates and realleges Paragraphs 1 through 89 of this Complaint as if fully set
10 forth herein.

11 91. The USPTO duly and legally issued the '211 patent on November 1, 2011.

12 92. Arista has infringed, and continues to infringe, one or more claims of the '211 patent,
13 including at least claim 1, either literally or under the doctrine of equivalents, by making, using, selling,
14 and/or offering for sale within the United States and/or importing into the United States networking
15 products that are covered by one or more claims of the '211 patent, including but not limited to the
16 Arista 7010, 7048, 7050, 7050X, 7100, 7150, 7250X, 7280E, 7300, 7300X, 7500, and 7500E series of
17 switches, including, without limitation, those devices' implementations of Arista's multi-chassis link
18 aggregation, or MLAG, functionality.

19 93. Arista's infringement has caused and is continuing to cause damage and irreparable
20 injury to Cisco, and Cisco will continue to suffer damage and irreparable injury unless and until that
21 infringement is enjoined by this Court.

22 94. Cisco is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271,
23 281, 283, and 284.

24 **COUNT VI – INFRINGEMENT OF THE '296 PATENT**

25 95. Cisco incorporates and realleges Paragraphs 1 through 94 of this Complaint as if fully set
26 forth herein.

27 96. The USPTO duly and legally issued the '296 patent on January 15, 2013.

28 97. Arista has infringed, and continues to infringe, one or more claims of the '296 patent,

1 including at least claim 1, either literally or under the doctrine of equivalents, by making, using, selling,
2 and/or offering for sale within the United States and/or importing into the United States networking
3 products that are covered by one or more claims of the '296 patent, including but not limited to the
4 Arista 7300, 7300X, 7500, and 7500E series of switches, including, without limitation, those devices'
5 implementations of Arista's in-service software upgrade, or ISSU, functionality.

6 98. Arista's infringement has caused and is continuing to cause damage and irreparable
7 injury to Cisco, and Cisco will continue to suffer damage and irreparable injury unless and until that
8 infringement is enjoined by this Court.

9 99. Cisco is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271,
10 281, 283, and 284.

11 **COUNT VII – INFRINGEMENT OF THE '164 PATENT**

12 100. Cisco incorporates and realleges Paragraphs 1 through 99 of this Complaint as if fully set
13 forth herein.

14 101. The USPTO duly and legally issued the '164 patent on October 30, 2007.

15 102. Arista has infringed, and continues to infringe, one or more claims of the '164 patent,
16 including at least claim 1, either literally or under the doctrine of equivalents, by making, using, selling,
17 and/or offering for sale within the United States and/or importing into the United States networking
18 products that are covered by one or more claims of the '164 patent, including but not limited to the
19 Arista 7010, 7048, 7050, 7050X, 7100, 7150, 7250X, 7280E, 7300, 7300X, 7500, and 7500E series of
20 switches, including, without limitation, those devices' implementations of Arista's zero touch
21 provisioning, or ZTP, functionality.

22 103. Arista's infringement has caused and is continuing to cause damage and irreparable
23 injury to Cisco, and Cisco will continue to suffer damage and irreparable injury unless and until that
24 infringement is enjoined by this Court.

25 104. Cisco is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271,
26 281, 283, and 284.

27 **COUNT VIII – INFRINGEMENT OF THE '592 PATENT**

28 105. Cisco incorporates and realleges Paragraphs 1 through 104 of this Complaint as if fully

1 set forth herein.

2 106. The USPTO duly and legally issued the '592 patent on May 25, 2004.

3 107. Arista has infringed, and continues to infringe, one or more claims of the '592 patent,
4 including at least claim 6, either literally or under the doctrine of equivalents, by making, using, selling,
5 and/or offering for sale within the United States and/or importing into the United States networking
6 products that are covered by one or more claims of the '592 patent, including but not limited to the
7 Arista 7010, 7050, 7050X, 7100, 7150, 7250X, 7300, and 7300X series of switches, including, without
8 limitation, those devices' implementations of Arista's private VLAN functionality.

9 108. Arista's infringement has caused and is continuing to cause damage and irreparable
10 injury to Cisco, and Cisco will continue to suffer damage and irreparable injury unless and until that
11 infringement is enjoined by this Court.

12 109. Cisco is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271,
13 281, 283, and 284.

14 **COUNT IX – INFRINGEMENT OF THE '145 PATENT**

15 110. Cisco incorporates and realleges Paragraphs 1 through 109 of this Complaint as if fully
16 set forth herein.

17 111. The USPTO duly and legally issued the '145 patent on April 3, 2007.

18 112. Arista has infringed, and continues to infringe, one or more claims of the '145 patent,
19 including at least claim 5, either literally or under the doctrine of equivalents, by making, using, selling,
20 and/or offering for sale within the United States and/or importing into the United States networking
21 products that are covered by one or more claims of the '145 patent, including but not limited to the
22 Arista 7010, 7050, 7050X, 7100, 7150, 7250X, 7300, and 7300X series of switches, including, without
23 limitation, those devices' implementations of Arista's private VLAN functionality.

24 113. Arista's infringement has caused and is continuing to cause damage and irreparable
25 injury to Cisco, and Cisco will continue to suffer damage and irreparable injury unless and until that
26 infringement is enjoined by this Court.

27 114. Cisco is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271,
28 281, 283, and 284.

1 injury to Cisco, and Cisco will continue to suffer damage and irreparable injury unless and until that
2 infringement is enjoined by this Court.

3 124. Cisco is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271,
4 281, 283, and 284.

5 **COUNT XII – INFRINGEMENT OF THE '668 PATENT**

6 125. Cisco incorporates and realleges Paragraphs 1 through 124 of this Complaint as if fully
7 set forth herein.

8 126. The USPTO duly and legally issued the '668 patent on May 29, 2007.

9 127. Arista has infringed, and continues to infringe, one or more claims of the '668 patent,
10 including at least claim 1, either literally or under the doctrine of equivalents, by making, using, selling,
11 and/or offering for sale within the United States and/or importing into the United States networking
12 products that are covered by one or more claims of the '668 patent, including but not limited to the
13 Arista 7010, 7048, 7050, 7050X, 7100, 7150, 7250X, 7280E, 7300, 7300X, 7500, and 7500E series of
14 switches, including, without limitation, those devices' implementations of Arista's control plane
15 policing, or CoPP, functionality.

16 128. Arista's infringement has caused and is continuing to cause damage and irreparable
17 injury to Cisco, and Cisco will continue to suffer damage and irreparable injury unless and until that
18 infringement is enjoined by this Court.

19 129. Cisco is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271,
20 281, 283, and 284.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Cisco prays for relief as follows:

- 23 1. For a declaration that Arista has infringed the Patents-in-Suit;
- 24 2. For a declaration of a substantial likelihood that Arista will continue to infringe Cisco's
25 intellectual property unless enjoined from doing so;
- 26 3. That, in accordance with 35 U.S.C. § 283, Arista, and all affiliates, employees, agents,
27 officers, directors, attorneys, successors, and assigns, and all those acting on behalf of or
28 in active concert or participation with any of them, be preliminarily and permanently

1 enjoined from infringing the Patents-in-Suit;

- 2 4. For an award of damages sufficient to compensate Cisco for Arista's infringement of the
3 Patents-in-Suit, including lost profits suffered by Cisco as a result of Arista's
4 infringement and in an amount not less than a reasonable royalty;
- 5 5. For an award of increased damages in an amount not less than three times the damages
6 assessed for Arista's infringement of the Patents-in-Suit, in accordance with 35 U.S.C. §
7 284;
- 8 6. For a declaration that this case is "exceptional" under 35 U.S.C. § 285, and an award to
9 Cisco of its reasonable attorneys' fees, expenses, and costs incurred in this action;
- 10 7. For an award of prejudgment and post-judgment interest; and
- 11 8. For such other and further relief as this Court shall deem appropriate.

12 **DEMAND FOR JURY TRIAL**

13 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Cisco demands a trial by jury on
14 all issues raised by the Complaint.

1 DATED: December 5, 2014

Respectfully submitted,

2
3 /s/ Adam R. Alper

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