



**I. DISCLOSURE OF ASSERTED CLAIMS AND INFRINGEMENT CONTENTIONS PURSUANT TO LOCAL PATENT RULE 3-1**

**A. ASSERTED CLAIMS**

Defendant Cisco Systems, Inc. (“Cisco” or “Defendant”) have infringed and/or continue to infringe one or more of the following claims of the Damaka Patents in connection with the Accused Products set forth below:

- Claims 15-20 of the '032 Patent;
- Claims 1-5, 7-8, 10, 12-19, 22-25, and 27 of the '092 Patent;
- Claims 20-27 of the '744 Patent;
- Claims 1-4, 7-15, 17, and 19-20 of the '046 Patent;
- Claims 1-3, 5-10, 14-16, 18-25, 27-28, and 75 of the '362 Patent; and
- Claims 1, 9-13, 16-24, 26-29, 37-40, 43-51, and 53-54 of the '116 Patent.

**B. ACCUSED INSTRUMENTALITIES**

**1. Accused Products**

Damaka is currently aware that Defendant has infringed and continues to directly infringe the '032, '092, '744, '046,'362, and '116 Patents, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, selling, and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '032, '092, '744, '046,'362, and '116 Patents. Such products include at least: all versions and variants of the Webex Application, including, but not limited to, Webex for iOS, Webex for Android, Webex for Web Browser, Webex for the Windows operating system, Webex for the Mac operating system, and Webex for the Linux operating system. The products also include Cisco's Webex SDK for iOS, Android and Web.

## **2. Claim Charts**

Claim charts identifying a location of every element of every asserted claim of the Damaka Patents within the Accused Products are attached hereto as Appendices A, B, C, D, E, and F. Damaka believes that the Accused Products cited in the claim charts are representative of all versions of the Accused Products.

Damaka reserves the right to amend these claim charts, as well as other information contained in this document and the Appendices attached hereto, to incorporate new information learned during the course of discovery including, but not limited to, information that is not publicly available or readily discernible without discovery. Damaka further reserves the right to amend these claim charts, as well as other information contained in this document and the exhibits attached hereto, pursuant to Local Patent Rules 3-1(g) and 3-6.

### **C. LITERAL INFRINGEMENT AND DOCTRINE OF EQUIVALENTS**

Damaka asserts that, under the proper construction of the asserted claims and their claim terms, the limitations of the asserted claims of the Damaka Patents are literally present in the Accused Products as set forth in the claim charts attached hereto as Appendices A, B, C, D, E, and F.

Damaka contends that any and all elements found not to be literally infringed are infringed under the doctrine of equivalents because the differences between the claimed inventions and the Accused Products, if any, are insubstantial.

Damaka contends that Defendant directly infringes the asserted claims by making, using, offering for sale, selling, and importing into the United States the Accused Products. Damaka also contends that Defendant indirectly infringes by contributing to and/or inducing others (*e.g.*, Defendant's service providers or partners, suppliers, Defendant's customers or its customers' customers) to directly infringe those claims by making or using the Accused Products. In addition,

Damaka contends that Defendant directly infringes to the extent that activities of third parties may be legally attributable to Defendant.

Damaka contends that Cisco indirectly infringes the Asserted Claims in violation of 35 U.S.C. § 271(b) by inducing third parties, including Cisco's customers and end-users, to directly infringe through their operation and use of the Accused Products. Cisco has knowingly and intentionally induced this direct infringement by, *inter alia*, manufacturing, selling, distributing, and/or otherwise making available the Accused Products, and providing instructions, documentation, and other information to customers and end-users suggesting that they use the Accused Products in an infringing manner, including technical support, marketing, product manuals, advertisements, and online documentation. Cisco's marketing and promotional materials for the Accused Products are found, for example, on <https://www.webex.com/>. For example, the Webex website instructs customers to, among other things, use the services in the Accused Products. *See* <https://help.webex.com/en-us>. The Webex website also offers support to customers, including instruction to, among other things, to operate their products. On information and belief, Cisco knows that its actions will result in infringement of the Asserted Claims, or subjectively believes that there is a high probability that its actions will result in infringement of the Asserted Claims but has taken deliberate actions to avoid learning these facts.

Damaka also contends that Cisco also contributorily infringes each of the Asserted Claims in violation of 35 U.S.C. § 271(c) by selling, importing, offering for sale, and otherwise providing the Accused Products, which, when used by third parties, such as customers and end-users, directly infringe the Asserted Claims. The Accused Products constitute a material part of the Asserted Claims, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Cisco to be especially made or adapted for use in the infringement of the

Asserted Patents. On information and belief, Cisco knows that its actions will result in infringement of the Asserted Claims, or subjectively believes that there is a high probability that its actions will result in infringement of the Asserted Claims but has taken deliberate actions to avoid learning these facts.

Pursuant to Local Patent Rule 3-6(a)(1), Damaka reserves the right to amend its Infringement Contentions as to literal infringement or infringement under the doctrine of equivalents in light of the Court's claim construction.

#### **D. PRIORITY DATES**

Each asserted claim of the '032 Patent is entitled to at least the filing date of its earliest application, U.S. Provisional Patent Application No. 61/846,958, filed July 16, 2013.

Each asserted claim of the '092 Patent is entitled to at least the priority date of its earliest application, U.S. Provisional Patent Application No. 61/846,958, filed July 16, 2013.

Each asserted claim of the '744 Patent is entitled to at least the filing date of its earliest application, U.S. Provisional Patent Application No. 61/846,958, filed July 16, 2013.

Each asserted claim of the '046 Patent is entitled to at least the filing date of its earliest application, U.S. Provisional Patent Application No. 61/846,958, filed July 16, 2013.

Each asserted claim of the '362 Patent is entitled to at least the filing date of its earliest application, U.S. Provisional Patent Application No. 61/846,958, filed July 16, 2013.

Each asserted claim of the '116 Patent is entitled to at least the filing date of its earliest application, U.S. Provisional Patent Application No. 61/846,958, filed July 16, 2013.

Damaka makes this disclosure without prejudice to its right to prove an earlier date of invention.

## II. PRODUCTION OF DOCUMENTS PURSUANT TO LOCAL PATENT RULE 3-2

Damaka is producing or making available for inspection documents that are in Damaka's possession, custody, or control as set forth in Local Patent Rule 3-2. A Production Index identifying these documents is attached hereto.

This preliminary identification of documents is for convenience and is not an admission that each document falls within any exemplary categories in the Local Patent Rules, or that any document qualifies as prior art. Thus, Damaka reserves its right to add to, delete from, or otherwise modify its disclosures in this section as its investigation proceeds.

Dated: November 13, 2025

Respectfully submitted,

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***ATTORNEYS FOR PLAINTIFF  
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**CERTIFICATE OF SERVICE**

I hereby certify that on November 13, 2025, a true and correct copy of the above and foregoing document has been served by email on all counsel of record.

/s/ Alfred R. Fabricant  
Alfred R. Fabricant

**DAMAKA 3-2 PRODUCTION INDEX**

**3-2(a)**

None.

**3-2(b)**

Plaintiff is not in possession, custody, or control of any documents responsive to P.R. 3-2(b).

**3-2(c)**

<b>Bates Start</b>	<b>Bates End</b>
DAMAKA000001	DAMAKA004927
DAMAKA004928	DAMAKA005526