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

GENBAND US LLC, *Plaintiff*, v. METASWITCH NETWORKS LTD; METASWITCH NETWORKS CORP., *Defendants*.	§ § § § § § § § § § § § §	CASE NO. 2:14-cv-33-JRG

ORDER AND OPINION WITH
FINDINGS OF FACT AND CONCLUSIONS OF LAW

On March 29, 2016, the Court held a bench trial and heard evidence in this patent infringement case. Before the Court are several equitable remedies and defenses raised by the Parties, in addition to open questions of law under 35 U.S.C. § 101.

The first set of issues before the Court relate to Genband's request for a permanent injunction. As part of this request, Genband filed a Motion to Alter or Amend the Judgment to Include a Permanent Injunction (Dkt. No. 491.) In response, Metaswitch asserts the equitable defense of laches.

The second set of issues before the Court relate to equitable defenses raised by Metaswitch: the defense of laches (which Metaswitch contends bars Genband from receiving a permanent injunction and recovering pre-suit damages) and unenforceability of several patents due to the equitable doctrines of implied waiver, equitable estoppel, and implied license.

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The parties have submitted briefs, supporting documents, expert reports, and proposed findings of fact and conclusions of law. The Court, having considered the same, now makes and enters the following findings of fact and conclusions of law.

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