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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

ANTON INNOVATIONS, INC. Plaintiff, v. SHAGHAL LTD. d/b/a Ematic, Defendant.	Case No. 8:17-cv-43 **[JURY DEMANDED]**

Plaintiff Anton Innovations, Inc. ("Anton"), complains of Shaghal Ltd. d/b/a Ematic ("Ematic") as follows:

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COMPLAINT

JURISDICTION AND VENUE

1. Title 28 of the United States Code Section 1338(a) confers subject matter jurisdiction on this Court because Defendant has infringed Plaintiff's patent. The Patent Act of 1952, as amended, 35 U.S.C. § 271, ***et seq.***, makes patent infringement actionable through a private cause of action.

2. Defendant has transacted business in the State of California, and in this judicial district by making, using, selling, or offering to sell and providing technology and services that infringe Anton's patents. By way of example only, Defendant made, used, and sold the FunTab, EGP007, and eGlide 4 tablet PCs, and the EB106, EGL101, and EBW404 eBook readers, all of which contain multi-modal wireless transceivers, which are configurable by their users to be responsive to different modes and frequencies of wireless communications, and responsive to a variety of user criteria, including security.

3. Venue is proper in the Central District of California under the general federal venue statute, 28 U.S.C. § 1391(d), and under the specific venue provision relating to patent infringement cases, 28 U.S.C. § 1400(b).

PARTIES

4. Anton is a Delaware corporation with its principal place of business at 600 Anton Blvd. Suite 1350, Costa Mesa, California 92626. Anton is a subsidiary of Wi-LAN Technologies Inc. Anton is the assignee and owns all right, title and interest in and has standing to sue for infringement of U.S. Patent Nos. 7,386,322, 6,934,558, 6,134,453, and 5,854,985 ("the Anton Patents").[1] The Anton Patents expired on December 15, 2013. The predecessor owner and assignee is MLR, LLC. The Anton Patents are attached as Exhibit A.

[1] This Complaint refers to these patents as the "Anton Patents." Because of MLR's prior licensing and litigation involving these patents, there are numerous documents, including correspondence related to Ematic that refer to these same patents as the "MLR Patents."

5. Upon information and belief, Defendant Ematic is a California corporation with its principal place of business at 2231 Colby Ave, Los Angeles, CA 90064. Defendant has previously made, used, sold, offered for sale, and/or imported into the United States computer devices that infringe the Anton Patents. Defendant has also infringed the Anton Patents through acts of inducement in violation of 35 U.S.C. § 271.

BACKGROUND

6. Anton owns patents that covered commercially significant technologies related to the control of multi-mode, multi-frequency, and multi-protocol networks for electronic communications devices. The Anton Patents, for example, covered portable wireless devices, such as portable tablets and readers, which can access different cellular or wireless networks to facilitate wireless data communications.

7. Defendant sold tablets and readers (among others, the accused devices listed in Exhibit B to this Complaint) to people in the United States. Defendant provides an alternative consumer choice for those interested in basic tablet and reader functionality. Ematic has sold many of these products.

8. Ematic has knowledge of the Anton patents and the infringement of those patents. Ematic has known of the existence of the Anton patents for many years prior to this lawsuit. On December 12, 2011, inventor/co-inventor (and President of the predecessor-owner – "MLR" – of the Anton Patents) Charles Leedom sent a notice of infringement to Ematic's General Manager Roy Rayn and President Asi Rayn.

9. Ematic did not respond to the notice of infringement. Then, on February 27, 2012, Mr. Leedom sent a follow-up letter, again to Ematic's Roy Rayn and Asi Rayn.

10. On March 12, 2012, outside counsel for Ematic emailed Mr. Leedom, requesting additional information regarding the infringement. Specifically, Ematic's outside counsel requested claim charts that demonstrated the infringement of Ematic's

products. On March 13, 2012, Mr. Leedom responded indicating that he would send detailed claim charts after a non-disclosure agreement was executed.

11. MLR and Ematic then negotiated a non-disclosure agreement to facilitate discussions. That NDA was completed in May 2012.

12. With the NDA completed, on April 2, 2013, Mr. Leedom emailed Ematic's outside counsel, attaching claim charts describing in detail the reasons why Ematic's products infringed the Anton Patents. Mr. Leedom also requested Ematic's sales information in order to prepare a licensing offer.

13. Sometime afterwards, Ematic, through its outside counsel, represented to MLR that annual sales of the infringing products were $1 million. MLR challenged this $1 million claim after purchasing a report from International Data Corporation ("IDC") which indicated 2012 tablet sales in the United States by Ematic were over $43 million. After MLR shared the IDC sales figure with Ematic, Ematic's outside counsel reported back to MLR that the initial figure of $1 million was off by a factor of ten, and that sales were approximately $10 million. Based on this information, on November 8, 2013, Ematic's counsel asked Mr. Leedom to prepare an offer for a license. On November 11, 2013, Mr. Leedom then offered a license to Ematic. Ematic did not respond to this license offer. MLR based its license offer on the sale of 200,000 units, despite IDC reports showing 339,722 Ematic tablet units sold in 2012.

14. Ematic then substituted counsel. On January 24, 2014 Ematic, through its new outside counsel, offered MLR an amount (approximately 6% of MLR's offer) for a release and license under MLR's portfolio.

15. Over the course of the next 8 months, which involved numerous email contacts, MLR and Ematic attempted to negotiate a license but made very little progress. During this time, MLR lowered its offer by approximately 6.6%, while Ematic did not move from its initial offer. The main item at issue during the negotiations was unit volume

and dollar sales of Ematic's tablet products during 2012 and 2013. MLR repeatedly asked for this information first hand from Ematic. Specifically, MLR asked for unit volume and sales information per model number during the years 2012 and 2013. Ematic failed to provide this information. Counsel for Ematic instead relied on third party reports from IDC and Dun & Bradstreet ("D&B") as a basis for its offer.

16. On September 11, 2014, Salvatore Marino, Chief Executive Officer of MLR, sent an email to Ematic's counsel, providing a list of licensees, litigation, and other contested proceedings to enforce Anton's patent rights. Mr. Marino indicated that if MLR did not receive a response by September 19, 2014, MLR would turn the matter over to outside counsel. Because Ematic ceased responding to MLR, MLR then turned the matter over to outside counsel.

17. MLR's outside counsel attempted to contact Ematic, first Ematic's outside counsel and subsequently Ematic's general manager, Roy Rayn. Neither responded.

18. Upon information and belief, Ematic has sold over 680,000 reader and tablet units since receiving the initial notice of infringement on December, 12, 2011. As mentioned, MLR's initial offer was based on 200,000 units.

19. At no time, throughout all of the communications between MLR and Ematic's two different outside counsels, has Ematic ever articulated any basis for non-infringement or raised any issue of validity of the Anton Patents.

PATENT INFRINGEMENT

20. Defendant has infringed at least claims 1, 5, and 14 of the '985 Patent, claims 1, 3, 5, 6, 9, and 10 of the '453 Patent, claims 1, 4, and 5 of the '558 Patent, and claims 5, 9, 16, and 20 of the '322 Patent, among others, in violation of 35 U.S.C. § 271 through, among other activities, making, using (for example by testing), offering to sell, and/or selling the computer devices listed in Exhibit B ("Accused Products").

21. Defendant's customers (and Defendant, through product testing, among other things) directly infringed the Anton Patents when using Defendant's portable computers and mobile device products.

Direct Patent Infringement

22. Ematic made, used, sold, and offered for sale multi-modal devices that contained frequency-agile and protocol-agile transceivers. These devices facilitated communication over a plurality of wireless communication networks, operating at a given time and location, using different frequencies and different protocols such as different 802.11 network protocols (***e.g.*** 802.11a, 802.11b, 802.11g and 802.11n). Each of the Accused Products also contained the circuitry necessary to connect and facilitate the identification, selection, and connection of the Accused Products to available wireless communications networks. Ematic's multi-modal devices include tablet computers and readers.

23. These Accused Products also included software that controlled the manner in which the devices connected to different wireless communications networks, such as the software included in the Google Android operating system that was provided with the Ematic computers, which software was capable of controlling connections to various wireless communications networks in response to criteria determined by the device user.

24. Some of these Wi-Fi capable portable devices were also supplied by Ematic with wireless broadband capability enabled by built-in wireless broadband modules and broadband connection manager software (such as Android) that were adapted to access different cellular networks using different frequencies and protocols.

25. An even more detailed, claim-element-by-claim-element explanation of Ematic's infringement of the Anton Patents is also included in the claim charts that Anton's predecessor, MLR, sent to Ematic, which charts are incorporated herein by reference.

Infringement of the '322 Patent

26. Defendant has infringed at least claims 5, 9, 16, and 20 of the '322 Patent in violation of 35 U.S.C. § 271 through, among other activities, making, using, offering to sell, and/or selling the Accused Products.

27. Defendant's infringing technology and products include without limitation their eBook Readers and Tablet PCs listed in Exhibit B.

28. Claim 5 is an exemplary infringed claim. Its preamble states "A multi-modal device for facilitating wireless communication over any one of a plurality of wireless communication networks operating pursuant to differing transmission protocols and/or over differing radio frequencies, comprising." This is the preamble of the claim, and not a limitation that needs to be satisfied to show infringement. Generally speaking, however, Ematic supplies multi-modal devices that facilitate communication over a plurality of wireless communication networks, operating at a given time and location, using different frequencies and different transmission protocols such as different 802.11 network protocols (***e.g.*** 802.11a, 802.11b, 802.11g and 802.11n).

29. The Ematic devices listed in Exhibit B have embedded Wi-Fi modules and operating system software (such as Google Android) that control access to different Wi-Fi networks. Some of these Wi-Fi capable portable devices are also supplied by Ematic with wireless broadband capability enabled by built-in wireless broadband modules and broadband connection manager software (such as Google Android) that are adapted to access different cellular networks using different frequencies and protocols.

30. Ematic's Wi-Fi capable portable computers include multi-modal wireless components that facilitate wireless communication over any one of a plurality of wireless communication networks (***e.g.*** Wi-Fi networks) at least some of which may be available and operating at a given time and location using differing radio frequency modulation protocols and using differing radio frequencies.

31. After the preamble, the first limitation of claim 5 states "a frequency agile radio transceiver adapted to operate at a radio frequency appropriate for each of the plurality of wireless communication networks as determined by a frequency control signal."

32. The Ematic Wi-Fi capable portable computers, such as the EGS004, include frequency agile radio transceivers each of which operates at any one frequency of a plurality of radio frequencies appropriate for each of the plurality of wireless communication networks being accessed by that transceiver, which is or can be selected in response to a frequency control signal. When combined with a Wi-Fi module using, ***e.g.***, a Realtek 8188 chip, the Ematic EGS004 portable computer includes Tx and Rx radios capable of operating in the 2.4 GHz and 5.0 GHz frequency bands.

33. The transceiver in each Ematic portable computer has its frequency controlled in response to a control signal. The Realtek chip module schematic, shown below, discloses a "Host Interface" connected through module circuitry with the transceiver circuitry of the Realtek chip. Control signals generated in the CPU have the effect of controlling the transceiver within the corresponding Realtek chip.

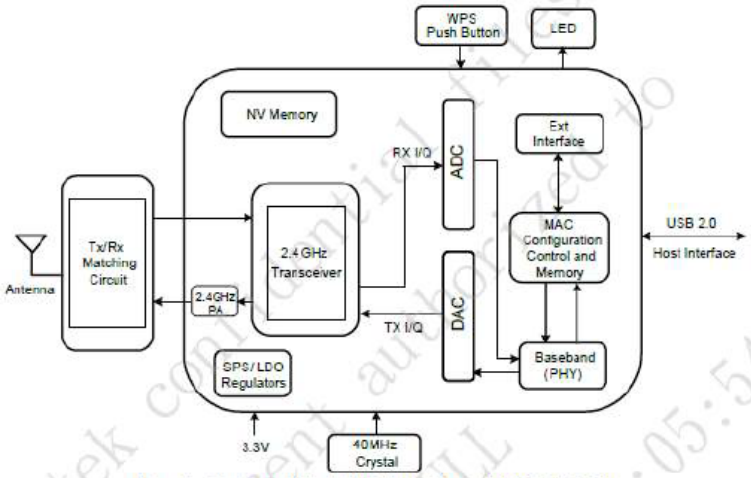

Figure 1. Single-Band 11n (1x1) Solution (11n 1x1 MAC/BB/RF+PA)

34. All Ematic Wi-Fi capable portable computers, including the EGS004 Tablet PC, are provided with similar controllers for generating a control signal to control the

frequency of operation of the corresponding module's transceiver circuitry. These circuit elements form a transceiver that is responsive to a frequency control signal and such circuit elements are present in the Ematic Wi-Fi capable computers identified in Exhibit B.

35. After the first limitation, the second limitation of claim 5 states "a digital interface circuit for interconnecting said frequency agile radio transceiver with external devices to allow information to be sent and received over said frequency agile radio transceiver."

36. Ematic's exemplary EGS004 tablet PC, and indeed each of the Accused Products meets this limitation. The transceivers are identified in ¶¶ 32-34, ***supra***. Each of the Tx and Rx radios of the Realtek module contained in the Accused Products is connected with a baseband circuit through corresponding ADCs (analog to digital converters) and DACs (digital to analog converters) to allow digital signal information to be sent and received over corresponding frequency agile radio transceivers. Upon information and belief, the ADC / DAC / baseband components perform the function of a digital interface circuit for interconnecting the frequency agile radio transceiver with external digital signal processing devices to allow digital signal information to be sent and received over said frequency agile radio transceiver.

37. After the second limitation, the third limitation of claim 5 states "protocol agile operating circuit means for operating said frequency agile radio transceiver and said digital interface circuit in accordance with one of the transmission protocols as determined by a protocol control signal."

38. The Ematic Accused Products have protocol operating circuit means that operate the transceivers and circuits noted above. For example, the Realtek module present in various Ematic products, includes a diplexer that works with the antenna, power amplifier, mixer, and local oscillator in the Accused Products in response to a signal indicating the proper protocol to be used. The Realtek module includes a Tx/Rx

"Matching Circuit" which is typically included in the front end circuit for a radio transceiver. Circuits of this type include diplexers. The presence of this claim element is shown by the fact that each Ematic Wi-Fi capable mobile computer is able to automatically access different 802.11 networks using appropriate 802.11(a, b, g, and/or n) protocols.

39. After the third limitation, the fourth and final limitation of claim 5 states "adaptive control means for accessing a selected wireless communication network and for generating the frequency control signal and the protocol control signal in response to a user defined criteria to cause the device to communicate with the selected wireless communication network using the frequency determined by the frequency control signal and the protocol determined by the protocol control signal."

40. The Ematic Wi-Fi capable computers undertake an exchange with base stations to determine which wireless communications networks are available at a given location and time, and thus to ultimately access a selected wireless communication network as well as to generate the frequency control signal and the protocol control signal in response to a user defined criteria to cause the device to communicate with the selected wireless communication network using the frequency and modulation protocol suitable for transmission of said signal information over said selected wireless communication network.

41. The control signals act in response to the device user's defined criteria for connection. As an example, the Ematic operating systems allow the user to change security settings of Ematic's Wi-Fi capable devices to define a user criteria for selecting a network through implementation of a dynamic negotiation of authentication and encryption algorithms between access points and mobile devices known as RSN under the 802.11i standards adopted by the IEEE. Additionally, Android operating systems provide users with the capability to prioritize the process of joining available networks at a specific time and place based upon the quality – speed and connectivity – of the accessible networks. Further, Android operating systems, such as those deployed on Ematic tablet PCs provide

the user with the ability to prioritize network selection hierarchies in favor of Virtual Private Network (VPN) networks where such accessible VPNs are available. Advanced settings also allow for control over roaming (based on the quality of the signal) when automatically accessing Wi-Fi wireless networks.

42. As a direct and proximate consequence of Defendant's infringement, Anton has been injured in its business and property rights, and has suffered injury and damages for which it is entitled to relief under 35 U.S.C. § 284 adequate to compensate for such infringement, but in no event less than a reasonable royalty.

Infringement of the '558 Patent

43. Defendant has infringed at least claims 1, 4 and 5 of the '558 Patent in violation of 35 U.S.C. § 271 through, among other activities, making, using, offering to sell, and/or selling the Accused Products.

44. Defendant's infringing technology and products include without limitation their eBook Readers and Tablet PCs listed in Exhibit B.

45. Claim 1 is an exemplary infringed claim. Its preamble states "A multi-modal device for facilitating wireless communication over any one of a plurality of wireless communication networks at least some of which may be available and operating at a given time and location using differing radio frequency modulation protocols and over differing radio frequencies, comprising." This is the preamble of the claim, and not a limitation that needs to be satisfied to show infringement. Generally speaking, however, Ematic supplies multi-modal devices that facilitate communication over a plurality of wireless communication networks, operating at a given time and location, using different frequencies and different transmission protocols such as different 802.11 network protocols (***e.g.*** 802.11a, 802.11b, 802.11g and 802.11n).

46. The Ematic devices listed in Exhibit B have embedded Wi-Fi modules and operating system software (such as Google Android) that control access to different Wi-Fi

networks. Some of these Wi-Fi capable portable devices are also supplied by Ematic with wireless broadband capability enabled by built-in wireless broadband modules and broadband connection manager software (such as Google Android) that are adapted to access different cellular networks using different frequencies and protocols.

47. Ematic's Wi-Fi capable portable computers include multi-modal wireless components that facilitate wireless communication over any one of a plurality of wireless communication networks (***e.g.*** Wi-Fi networks) at least some of which may be available and operating at a given time and location using differing radio frequency modulation protocols and using differing radio frequencies.

48. After the preamble, the first limitation of claim 1 states "a frequency agile radio transceiver capable of operating at any frequency or frequencies appropriate for each of the plurality of wireless communication networks, said frequency or frequencies selected in response to a frequency control signal."

49. The Ematic Accused Products include frequency agile transceivers as set forth above in ¶¶ 32-34.

50. After the first limitation, the second limitation of claim 1 states "an interface circuit for interconnecting said frequency agile radio transceiver with an external signal circuit to allow signal information to be sent and received over said frequency agile radio transceiver."

51. The Ematic Accused Products include an interface circuit as required by this claim element as set forth above in ¶ 36.

52. After the second limitation, the third limitation of claim 1 states "a protocol agile operating circuit for operating said frequency agile radio transceiver and said interface circuit in accordance with any one modulation protocol of a plurality of modulation protocols, said one modulation protocol selected in response to a protocol control signal."

53. The Ematic Accused Products include a protocol agile operating circuit as set

forth above in ¶ 38.

54. After the third limitation, the fourth limitation of claim 1 states "adaptive control circuit for determining which wireless communications networks are available at a given location and time, for accessing a selected wireless communication network, and for generating the frequency control signal and the protocol control signal in response to a user defined individual priority to cause the device to communicate with the selected wireless communication network using the frequencies and modulation protocol suitable for transmission of said signal information over said selected wireless communication network."

55. The Ematic Accused Products include an adaptive control circuit as set forth above in ¶¶ 40-41.

56. After the fourth limitation, the fifth limitation of claim 1 states "input means for receiving and storing the user defined individual priority for selecting among the plurality of wireless communication networks and for allowing subsequent changes by the user of the stored user defined individual priority whenever desired by the user, said user defined individual priority defining which one of the wireless communication networks is accessed among the wireless communication networks that are determined by said adaptive control circuit to be available."

57. Each Ematic Wi-Fi capable computer identified in Exhibit B employs a keyboard or touchscreen for receiving (and forwarding to memory for storage) user commands and requests for information. The keyboard or touchscreen can be used to enter user defined individual priorities for controlling network access, including criteria for permitting automatic or manual network selection that relates to quality, likelihood of being dropped and/or security. Also, in response to user defined individual priorities, the costs and quality associated with roaming can be changed, which in turn affects the network that will be accessed and thus the frequency band selection and modulation protocol selection (***e.g.*** 802.11a, 802.11b, 802.11g and 802.11n).

58. After the fifth limitation, the sixth and final limitation of claim 1 states "wherein said adaptive control circuit operates to generate said frequency control signal and said protocol control signal appropriate for the wireless communication network that is determined by said adaptive control circuit to be available and satisfies said user defined individual priority."

59. The Ematic Accused Products include an adaptive control circuit that generates a frequency control signal and a protocol control signal as set forth above in ¶¶ 40-41.

60. As a direct and proximate consequence of Defendant's infringement, Anton has been injured in its business and property rights, and has suffered injury and damages for which it is entitled to relief under 35 U.S.C. § 284 adequate to compensate for such infringement, but in no event less than a reasonable royalty.

Infringement of the '453 Patent

61. Defendant has infringed at least claims 1, 3, 5, 6, 9, and 10 of the '453 Patent in violation of 35 U.S.C. § 271 through, among other activities, making, using, offering to sell, and/or selling the Accused Products.

62. Defendant's infringing technology and products include without limitation their eBook Readers and Tablet PCs listed in Exhibit B.

63. Claim 1 is an exemplary infringed claim. Its preamble states "A multi-modal device for facilitating wireless communication over any one of a plurality of wireless communication networks at least some of which may be available and operating at a given time and location using differing radio frequency modulation protocols and over differing radio frequencies, comprising:." This is the preamble of the claim, and not a limitation that needs to be satisfied to show infringement. Generally speaking, however, Ematic supplies multi-modal devices that facilitate communication over a plurality of wireless communication networks, operating at a given time and location, using different

frequencies and different transmission protocols such as different 802.11 network protocols (***e.g.*** 802.11a, 802.11b, 802.11g and 802.11n)

64. The Ematic devices listed in Exhibit B have embedded Wi-Fi modules and operating system software (such as Google Android) that control access to different Wi-Fi networks. Some of these Wi-Fi capable portable devices are also supplied by Ematic with wireless broadband capability enabled by built-in wireless broadband modules and broadband connection manager software (such as Google Android) that are adapted to access different cellular networks using different frequencies and protocols.

65. Ematic's Wi-Fi capable portable computers include multi-modal wireless components that facilitate wireless communication over any one of a plurality of wireless communication networks (***e.g.*** Wi-Fi networks) at least some of which may be available and operating at a given time and location using differing radio frequency modulation protocols and using differing radio frequencies.

66. After the preamble, the first limitation of claim 1 states "a frequency agile radio transceiver operating at any frequency of a plurality of radio frequencies appropriate for each of the plurality of wireless communication networks, said frequency selected in response to a frequency control signal."

67. The Ematic Accused Products include frequency agile transceivers as set forth above in ¶¶ 32-34.

68. After the first limitation, the second limitation of claim 1 states "an interface circuit for interconnecting said frequency agile radio transceiver with an external signal circuit to allow signal information to be sent and received over said frequency agile radio transceiver."

69. The Ematic Accused Products include an interface circuit as required by this claim element as set forth above in ¶ 36.

70. After the second limitation, the third limitation of claim 1 states "a protocol

agile operating circuit for operating said frequency agile radio transceiver and said interface circuit in accordance with any one modulation protocol of a plurality of modulation protocols, said one modulation protocol selected in response to a protocol control signal."

71. The Ematic Accused Products include a protocol agile operating circuit as set forth above in ¶ 38.

72. After the third limitation, the fourth limitation of claim 1 states "adaptive control circuit for determining which wireless communications networks are available at a given location and time, for accessing a selected wireless communication network, for communicating with said selected wireless communication network to determine on a real time basis the operating characteristics of the wireless communication network, and for generating the frequency control signal and the protocol control signal in response to a user defined criteria to cause the device to communicate with the selected wireless communication network using the frequencies and modulation protocol suitable for transmission of said signal information over said selected wireless communications network."

73. The Ematic Accused Products include an adaptive control circuit as set forth above in ¶¶ 40-41.

74. After the fourth limitation, the fifth limitation of claim 1 states "input means for receiving said user defined criteria, said user defined criteria comprising at least one of the cost of using the wireless communication network, the quality of the wireless communication network, the potential for being dropped by the wireless communication network, and the security of the wireless communication network."

75. The Ematic Accused Products include input means as set forth in ¶ 57.

76. After the fifth limitation, the sixth and final limitation of claim 1 states "wherein said adaptive control circuit operates to generate said frequency control signal and said modulation protocol control signal by comparing said operating characteristics

with said user defined criteria."

77. The Ematic Accused Products include an adaptive control circuit that generates a frequency control signal and a protocol control signal as set forth above in ¶¶ 40-41.

78. As a direct and proximate consequence of Defendant's infringement, Anton has been injured in its business and property rights, and has suffered injury and damages for which it is entitled to relief under 35 U.S.C. § 284 adequate to compensate for such infringement, but in no event less than a reasonable royalty.

Infringement of the '985 Patent

79. Defendant has infringed at least claims 1, 5, and 14 of the '985 Patent in violation of 35 U.S.C. § 271 through, among other activities, making, using, offering to sell, and/or selling the Accused Products.

80. Defendant's infringing technology and products include without limitation their eBook Readers and Tablet PCs listed in Exhibit B.

81. Claim 1 is an exemplary infringed claim. Its preamble states "A multi-modal device for facilitating wireless communication over any one of a plurality of wireless communication networks at least some of which may be available and operating at a given time and location using differing radio frequency modulation protocols and over differing radio frequencies, comprising:." This is the preamble of the claim, and not a limitation that needs to be satisfied to show infringement. Generally speaking, however, Ematic supplies multi-modal devices that facilitate communication over a plurality of wireless communication networks, operating at a given time and location, using different frequencies and different transmission protocols such as different 802.11 network protocols (***e.g.*** 802.11a, 802.11b, 802.11g and 802.11n).

82. The Ematic devices listed in Exhibit B have embedded Wi-Fi modules and operating system software (such as Google Android) that control access to different Wi-Fi

networks. Some of these Wi-Fi capable portable devices are also supplied by Ematic with wireless broadband capability enabled by built-in wireless broadband modules and broadband connection manager software (such as Google Android) that are adapted to access different cellular networks using different frequencies and protocols.

83. Ematic's Wi-Fi capable portable computers include multi-modal wireless components that facilitate wireless communication over any one of a plurality of wireless communication networks (***e.g.*** Wi-Fi networks) at least some of which may be available and operating at a given time and location using differing radio frequency modulation protocols and using differing radio frequencies.

84. After the preamble, the first limitation of claim 1 states "a frequency agile radio transceiver operating at any one frequency of a plurality of radio frequencies appropriate for each of the plurality of wireless communication networks, said one frequency selected in response to a frequency control signal."

85. The Ematic Accused Products include frequency agile transceivers as set forth above in ¶¶ 32-34.

86. After the first limitation, the second limitation of claim 1 states "a digital interface circuit for interconnecting said frequency agile radio transceiver with external digital signal processing devices to allow digital signal information to be sent and received over said frequency agile radio transceiver."

87. The Ematic Accused Products include a digital interface circuit as required by this claim element as set forth above in ¶ 36.

88. After the second limitation, the third limitation of claim 1 states "protocol agile operating circuit means for operating said frequency agile radio transceiver and said digital interface circuit in accordance with any one modulation protocol of a plurality of modulation protocols, said one modulation protocol selected in response to a protocol control signal."

89. The Ematic Accused Products include a protocol agile operating circuit means as set forth above in ¶ 38.

90. After the third limitation, the fourth limitation of claim 1 states "adaptive control means for determining which wireless communications networks are available at a given location and time, for accessing a selected wireless communication network, for communicating with said selected wireless communication network to determine on a real time basis the operating characteristics of the wireless communication network, and for generating the frequency control signal and the protocol control signal in response to a user defined criteria to cause the device to communicate with the selected wireless communication network using a frequency and modulation protocol suitable for transmission of said digital signal information over said selected wireless communications network."

91. The Ematic Accused Products include an adaptive control means as set forth above in ¶¶ 40-41.

92. After the fourth limitation, the fifth limitation of claim 1 states "input means for receiving said user defined criteria, said user defined criteria comprising at least one of the cost of using the wireless communication network, the quality of the wireless communication network, the potential for being dropped by the wireless communication network, and the security of the wireless communication network."

93. The Ematic Accused Products include input means as set forth in ¶ 57.

94. After the fifth limitation, the sixth and final limitation of claim 1 states "wherein said adaptive control means operates to generate said frequency control signal and said modulation protocol control signal by comparing said operating characteristics with said user defined criteria."

95. The Ematic Accused Products include an adaptive control means that generates a frequency control signal and a protocol control signal as set forth above in ¶¶

40-41.

96. As a direct and proximate consequence of Defendant's infringement, Anton has been injured in its business and property rights, and has suffered injury and damages for which it is entitled to relief under 35 U.S.C. § 284 adequate to compensate for such infringement, but in no event less than a reasonable royalty.

Inducement of Direct Patent Infringement

97. Defendant has infringed the Anton Patents indirectly through acts of inducement.

98. Defendant's infringing products include multi-mode Wi-Fi enabled eBook readers and tablet PCs. In addition to Ematic's direct infringement, Ematic's customers, who used its multi-mode Wi-Fi enabled devices, also directly infringed the Anton Patents. Defendant knew of the Anton Patents at least as early as December 12, 2011, the date the notice of infringement was sent to Defendant. Defendant continued to instruct its customers how to use the Accused Products in an infringing manner after being advised of the Anton Patents, being provided detailed claim charts, and being aware of the infringement of the Anton Patents.

99. Defendant has knowingly and intentionally actively aided, abetted and induced others to infringe (such as its customers, users and/or business partners in this judicial district and throughout the United States). Ematic induced infringement by supplying connection driver software suitable for downloading and installing connection manager software that is specific to wireless modules supplied by Ematic with its portable computers.

100. Defendant knew that these customer acts constituted infringement, and induced that infringement by, for example, installing special drivers to assist in forming multi-mode devices including wireless LAN adapters for wirelessly accessing Wi-Fi networks using different frequencies and different protocols in response to criteria provided

by users.

101. Defendant has sold its computers, knowing of the Anton Patents and with the specific intent that its customers infringe the Anton Patents.

102. Defendant's indirect infringement by inducement has injured Anton. Anton, therefore, is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

103. Defendant's indirect infringement by inducement has been willful because Defendant has known of the Anton Patents and has nonetheless injured Anton.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Anton demands a trial by jury on all issues presented that can properly be tried by a jury.

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REQUEST FOR RELIEF

THEREFORE, Anton asks this Court to enter judgment against Defendant and against its subsidiaries, affiliates, agents, servants, employees and all persons in active concert or participation with Defendant, granting the following relief:

A. An award of damages adequate to compensate Anton for the infringement that has occurred, together with pre-judgment interest from the date infringement began and post-judgment interest;

B. All other damages permitted by 35 U.S.C. § 284; and

C. Such other and further relief as this Court or a jury may deem proper and just.

Dated: January 9, 2017

Respectfully submitted,

/s/

William W. Flachsbart
Michael R. La Porte
FLACHSBART & GREENSPOON, LLC

H. H. (Shashi) Kewalramani
SHK LEGAL, APC

Counsel for Anton Innovations, Inc.