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ANTON INNOVATIONS, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

ANTON INNOVATIONS, INC.,

Plaintiff,

v.

MICRO-STAR INTERNATIONAL CO., LTD. and MSI COMPUTER CORPORATION

Defendants.

CASE NO. _____

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

JURY TRIAL DEMANDED

Plaintiff Anton Innovations, Inc. ("Anton"), complains of Micro-Star International Co., Ltd., and MSI Computer Corporation (collectively, "MSI") as follows:

I. JURISDICTION AND VENUE

1. Title 28 of the United States Code Section 1338(a) confers subject matter jurisdiction on this Court because Defendants have 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. Defendants have 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 infringed Anton's patents. By way of example only, Defendants made, used, and sold the GT60 2PC Dominator 3K (GTX 870M), GS60 2PE Ghost Pro, and GX60 Destroyer notebooks, and the Primo 73K, Primo 81L, and Primo 93 system tablets, 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). Micro-Star International Co. is a foreign corporation and MSI Computer Corporation resides in the Central District of California, has committed acts of infringement here, and has a regular and established place of business here.

II. 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"). The predecessor owner and assignee is MLR, LLC ("MLR"). The Anton Patents expired on December 15, 2013. Copies of the Anton Patents are attached as Exhibit A.

5. Upon information and belief, Defendant Micro-Star International Co., Ltd. is a Taiwanese corporation with its principal place of business at No. 69, Lide St., Zhonghe Dist., New Taipei City 235, Taiwan. Micro-Star International Co., Ltd. has previously made, used, sold, offered for sale, and/or imported into the United States computer devices that infringe the Anton Patents. Micro-Star International Co., Ltd. has also infringed the Anton Patents through acts of inducement in violation of 35 U.S.C. § 271.

6. Upon information and belief, Defendant MSI Computer Corporation is a California corporation with its principal place of business at 901 Canada Court, City of Industry, CA 91748. MSI Computer Corporation has previously made, used, sold, offered for sale, and/or imported into the United States computer devices that infringed the Anton Patents. MSI Computer Corporation has also infringed the Anton Patents through acts of inducement in violation of 35 U.S.C. § 271.

III. BACKGROUND

7. 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 notebooks and system tablets, which can access different cellular or wireless networks to facilitate wireless data communications.

8. Defendants sold notebooks and system tablets (among others, the accused devices listed in Exhibit B to this Complaint) to people in the United States. Defendants provided an alternative consumer choice for those interested in notebook and system tablet functionality. Defendants have sold many of these products.

9. Defendants have knowledge of the Anton patents and the infringement of those patents. Defendants have known of the existence of the Anton patents for many years prior to this lawsuit. On June 13, 2011, inventor/co-inventor (and President of the predecessor-owner – MLR, LLC) Charles Leedom sent a notice of infringement to MSI's Chairman Joseph Hsu.

10. MSI did not respond to the June 2011 notice of infringement (nor the six other follow-up letters sent by MLR). MLR then retained outside counsel to pursue the matter.

11. On July 10, 2014, MLR's outside counsel emailed Mr. Hsu (to jhsu@msicomputer.com), with a copy to Erin YC Huang (to ehuang@msicomputer.com), General Counsel of MSI, attaching a letter which again notified MSI of its infringement of the MLR Patents. Also attached to the email was MLR's original notice of infringement. MSI did not respond to the July 23, 2014 email (nor any of the follow-up letters sent). Afterwards, MLR substituted its outside counsel.

12. On August 25, 2013, Mr. Leedom emailed Mr. Hsu, copying Ms. Huang. The email updated MSI on MLR's litigation activities, indicated that MLR had substituted its outside counsel, and asked for a response to its original notice of infringement sent in June 2011. The email again provided notice of MSI's infringement of MLR's patents. MSI did not respond to the August 25, 2013 email.

13. On information and belief, MSI sold over 200,000 portable computers that infringed the Anton Patents between June 13, 2011 (the date of the original notice of infringement) and December 15, 2013.

14. On April 4, 2014, Mr. Leedom sent a follow-up email to Mr. Hsu, copying Ms. Huang. The email updated MSI on MLR's litigation activities, and indicated that MLR was in a position to offer a license to MSI for use of MLR's technology. MLR requested sales information for the years 2011-2013, and attached a non-disclosure agreement (NDA). MSI did not respond to the April 4, 2014 email.

15. On June 9, 2014, Mr. Leedom sent a follow up email to Mr. Hsu, copying Ms. Huang. Attached to the email were claim charts which provided a detailed mapping of the limitations of MLR's patent claims onto the components of MSI's portable computer products (i.e., those listed in Exhibit B of this Complaint). Also attached to the email was MLR's prior communications to MSI. MSI did not respond to the June 9, 2014 email.

16. Between July 2014 and January 2016, MLR's outside counsel sent several letters to Mr. Hsu (with some copying Ms. Huang and Andy Tung, President of MSI Computer Corporation), attempting to discuss the matter and requesting a response to MLR's communications and notices of infringement. The letters were sent to Mr. Hsu at MSI's headquarters in Taiwan and at MSI's United States office in City of Industry, California, to Ms. Huang at MSI's Taiwanese headquarters, and to Mr. Tung at MSI's United States office in City of Industry, California. The letters were sent via Federal Express or U.S. Mail. MSI never responded to any of these letters.

17. At no time, throughout all of the unidirectional communications between MLR and MLR's two different outside counsels to MSI, has MSI ever

articulated any basis for non-infringement or raised any issue of validity of the Anton Patents.

IV. PATENT INFRINGEMENT

18. Defendants infringed at least claims 5, 7, 9, 13, 14, 16, 18, and 20 of the '322 Patent, claims 1, 4, and 5 of the '558 Patent, claims 1, 3, 5, 6, 9, and 10 of the '453 Patent, and claims 1, 3, 5, 8, 9, 12, and 14 of the '985 Patent, among others, in violation of 35 U.S.C. § 271 by, among other activities, making, using (for example by testing), offering to sell, and/or selling the computer devices listed in Exhibit B ("Accused Products").

19. Defendants' customers (and Defendants, through product testing, among other things) directly infringed the Anton Patents when using Defendants' portable computer products.

Direct Patent Infringement

20. The MSI Defendants 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) and different broadband network protocols (e.g. GSM and UMTS). 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. MSI's multi-modal devices include notebook and tablet computers.

21. 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 MSI computers, which software was capable of controlling connections to various wireless communications networks in response to criteria determined by the device user.

22. Some of these Wi-Fi capable portable devices were also supplied by MSI 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.

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

Infringement of the '322 Patent

24. Defendants have infringed at least claims 5, 7, 9, 13, 14, 16, 18, 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.

25. Defendants' infringing technology and products include without limitation their notebook and tablet computers listed in Exhibit B.

26. 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, MSI supplied multi-modal devices that facilitated 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) and different broadband network protocols (e.g., GSM and UMTS).

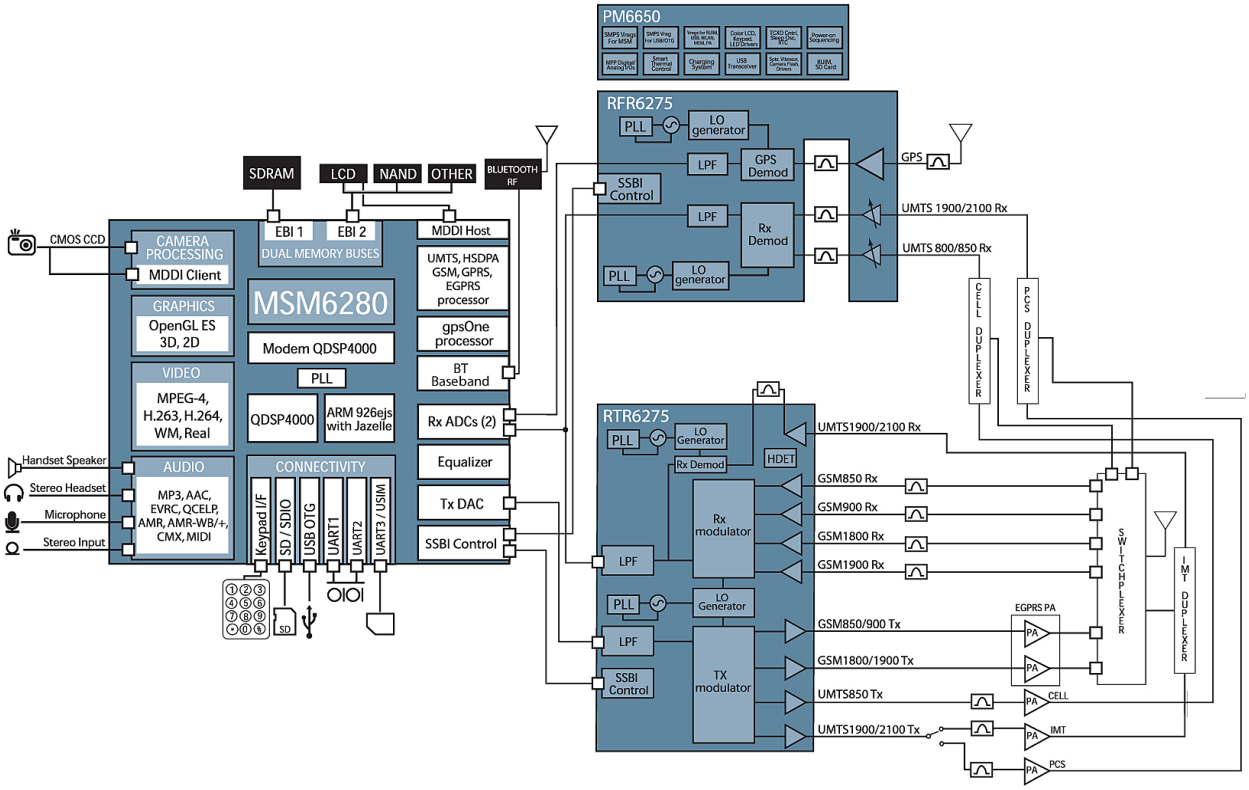
27. The MSI devices listed in Exhibit B have embedded Wi-Fi modules and operating system software (such as Google Android) that control access to different Wi-Fi networks. Some of these Wi-Fi capable portable devices are also supplied by MSI with wireless broadband capability enabled by built-in wireless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

28. MSI's Wi-Fi and broadband 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 and cellular 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.

29. 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."

30. The MSI Wi-Fi capable and broadband capable portable computers, such as the Primo 93, 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. For MSI products containing the Intel Centrino Advanced-N 6235 Wi-Fi module,

the Intel Centrino Advanced-N 6235 Wi-Fi module includes dual Tx and Rx transceiver radios capable of operating in the 2.4 GHz and 5.0 GHz frequency bands assigned to Wi-Fi communications in the United States. For MSI products containing the Gobi 2000 broadband module, the Gobi 2000 broadband module comprises a Qualcomm MSM6280 chip having an RTR6275 transceiver chip that sends and receives radio broadcast signals in the following bands: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz, and 2100 MHz. See the below block diagram of the MSM6280 chip containing the RTR6275 transceiver (note the "Rx modulator" and "TX modulator"):



https://en.wikichip.org/wiki/qualcomm/msm6xxx/msm6280

31. The transceiver in each MSI portable computer has its frequency controlled in response to a control signal. In the case of Wi-Fi, control signals generated in the device's CPU have the effect of controlling the Tx and Rx radios of the Intel Centrino Advanced-N 6235 Wi-Fi module. The CPU of the Primo 93 tablet computer is an Allwinner A31s processor. Additionally, the Tx and Rx radios of the Intel Centrino Advanced-N 6235 Wi-Fi module are responsive to a control signal such as a frequency synthesizer on the module itself which governs which frequency the portable computer will use to connect to Wi-Fi. The information used to generate the control signal comes, at least in part, from a memory located on the Intel Centrino Advanced-N 6235 Wi-Fi module. In the case of broadband, the Qualcomm RTR6275 transceiver chip within the Primo 93 tablet provides global roaming capabilities with multi-band functionality in response to the MSM6280 processor. In particular, the "SSBI Control" in part governs what frequency transmissions the RTR6275 transceiver chip will use. The information used to generate this control signal comes, at least in part, from the memory and control depicted as the "Dual Memory Buses" and the "SSBI Control" on the MSM6280 block.

32. 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."

33. MSI's exemplary Primo 93 tablet, and indeed each of the Accused Products meets this limitation. The transceivers are identified in ¶¶ 30-31, supra. Each of the Tx and Rx radios of the Intel Centrino Advanced-N 6235 Wi-Fi module contained in exemplary 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, 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. For exemplary MSI Accused Products containing broadband connectivity and an MSM6200 Series chip, the digital interface circuit is the "Rx ADCs (2)", and "Tx DAC" blocks in the above schematic. These allow interconnection of the transceiver with external devices to allow the transceiver to send and receive information.

34. 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."

35. The MSI Accused Products have protocol operating circuit means that operate the transceivers and circuits noted above. For example, the Intel N6235 module present in various MSI products includes a diplexer that works with an antenna, power amplifier, mixer, and local oscillator in the Accused Products in response to a signal indicating the proper protocol to be used. The presence of this claim element is shown by the fact that each MSI Wi-Fi capable mobile notebook and tablet computer is able to automatically access different 802.11 networks using appropriate 802.11(a, b, g, and/or n) protocols and because the MSI broadband capable computers are able to automatically access various networks using appropriate protocols such as 3G. In particular, the protocol agile operating circuit means is within the part of the MSM6280 architecture identified as the Dual Memory Buses, SDRAM, UMTS, HSDPA, GSM, GPRS, and EGPRS processor.

These interfaces respond to a protocol control signal sent from the host processor (over Connectivity) to adapt the protocols as commanded.

36. 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."

37. The MSI Wi-Fi and broadband 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.

38. The control signals act in response to the device user's defined criteria for connection. As an example, the MSI computers' operating systems allow the user to change security settings of MSI'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. See, e.g.:

http://blink.ucsd.edu/technology/network/connections/wireless/android.html #3.-Configure-UCSD-PROTECTED-opt ("Follow these steps to set up your Android device running Android 2.0.x and above to use WPA2-E encrypted

wireless"). 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, connectivity, battery longevity – of the accessible networks. For example, a user can set the device to disconnect automatically from Wi-Fi networks when the device is sleeping. Further, Android operating systems, such as those deployed on MSI system tablets 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.

39. As a direct and proximate consequence of Defendants' 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

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

41. Defendants' infringing technology and products include without limitation their notebook and system tablets listed in Exhibit B.

42. 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, MSI 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) and different broadband network protocols (e.g., GSM and UMTS).

43. The MSI 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 MSI 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.

44. MSI's Wi-Fi and broadband 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 and cellular 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.

45. 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."

46. The MSI Accused Products include frequency agile transceivers as set forth above in ¶¶ 30-31.

47. 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."

48. The MSI Accused Products include an interface circuit as required by this claim element as set forth above in ¶ 33.

49. 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."

50. The MSI Accused Products include a protocol agile operating circuit as set forth above in ¶ 35.

51. 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."

52. The MSI Accused Products include an adaptive control circuit as set forth above in ¶¶ 37-38.

53. 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."

54. Each MSI Wi-Fi or broadband capable computer identified in Exhibit B employs a touch-sensitive virtual 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, 802.11n, GSM, or UMTS).

55. 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."

56. The MSI Accused Products include an adaptive control circuit that generates a frequency control signal and a protocol control signal as set forth above in ¶¶ 37-38.

57. As a direct and proximate consequence of Defendants' 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

58. Defendants 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.

59. Defendants' infringing technology and products include without limitation their notebook and system tablet computers listed in Exhibit B.

60. 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, MSI 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) and different broadband network protocols (e.g., GSM and UMTS).

61. The MSI 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 MSI 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.

62. MSI's Wi-Fi and broadband 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 and cellular 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.

63. 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."

64. The MSI Accused Products include frequency agile transceivers as set forth above in ¶¶ 30-31.

65. 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."

66. The MSI Accused Products include an interface circuit as required by this claim element as set forth above in ¶ 33.

67. 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."

68. The MSI Accused Products include a protocol agile operating circuit as set forth above in ¶ 35.

69. 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."

70. The MSI Accused Products include an adaptive control circuit as set forth above in ¶¶ 37-38.

71. 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."

72. The MSI Accused Products include input means as set forth in ¶ 54.

73. 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."

74. The MSI Accused Products include an adaptive control circuit that generates a frequency control signal and a protocol control signal as set forth above in ¶¶ 37-38.

75. As a direct and proximate consequence of Defendants' 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

76. Defendants infringed at least claims 1, 3, 5, 8, 9, 12, 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.

77. Defendants' infringing technology and products include without limitation their notebook and system tablet computers listed in Exhibit B.

78. 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, MSI 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) and different broadband network protocols (e.g., GSM and UMTS).

79. The MSI 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 MSI 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.

80. MSI's Wi-Fi and broadband 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 and cellular 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.

81. 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."

82. The MSI Accused Products include frequency agile transceivers as set forth above in ¶¶ 30-31.

83. 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."

84. The MSI Accused Products include a digital interface circuit as required by this claim element as set forth above in ¶ 33.

85. 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."

86. The MSI Accused Products include a protocol agile operating circuit means as set forth above in ¶ 35.

87. 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."

88. The MSI Accused Products include an adaptive control means as set forth above in ¶¶ 37-38.

89. 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."

90. The MSI Accused Products include input means as set forth in ¶ 54.

91. 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."

92. The MSI Accused Products include an adaptive control means that generates a frequency control signal and a protocol control signal as set forth above in ¶¶ 37-38.

93. As a direct and proximate consequence of Defendants' 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

94. Defendants infringed the Anton Patents indirectly through acts of inducement.

95. Defendants' infringing products include multi-mode Wi-Fi enabled (as well as broadband enabled) notebook and system tablet computers. In addition to MSI's direct infringement, MSI's customers, who used its multi-mode Wi-Fi and broadband enabled devices, also directly infringed the Anton Patents. Defendants knew of the Anton Patents at least as early as June 13, 2011, the date the notice of infringement was sent to Defendants. Defendants continued to instruct their 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.

96. Defendants knowingly and intentionally actively aided, abetted and induced others to infringe (such as their customers, users and/or business partners

in this judicial district and throughout the United States). MSI induced infringement by supplying connection driver software suitable for downloading and installing connection manager software that is specific to wireless modules supplied by MSI with its portable computers.

97. Defendants 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, and wireless broadband adapter for wirelessly accessing broadband networks, using different frequencies and different protocols in response to criteria provided by users.

98. Defendants have sold their computers, knowing of the Anton Patents and with the specific intent that their customers infringe the Anton Patents.

99. Defendants' 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.

100. Defendants' indirect infringement by inducement has been willful because Defendants have known of the Anton Patents and have nonetheless injured Anton.

V. 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.

VI. REQUEST FOR RELIEF

THEREFORE, Anton asks this Court to enter judgment against Defendants and against their subsidiaries, affiliates, agents, servants, employees and all persons in active concert or participation with Defendants, 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: October 26, 2017

/s/Scott R. Hansen

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