

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

F2VS TECHNOLOGIES, LLC,

Plaintiff,

v.

DIGI INTERNATIONAL, INC.,

Defendant.

CIVIL ACTION NO. _____

JURY TRIAL DEMANDED

PLAINTIFF’S ORIGINAL COMPLAINT

Plaintiff F2VS Technologies, LLC (hereinafter, “Plaintiff” or “F2VS”), by and through its undersigned counsel, files this Original Complaint for Patent Infringement against Defendant Digi International, Inc. (hereinafter, “Defendant” or “Digi”) as follows:

NATURE OF THE ACTION

1. This is a patent infringement action to stop Defendant’s infringement of Plaintiff’s United States Patent Nos. 7,379,981 (hereinafter, the “981 Patent”), 8,700,749 (hereinafter, the “749 Patent”), and 8,855,019 (hereinafter, the “019 Patent”) (collectively, the “Patents-in-Suit”), copies of which are attached hereto as **Exhibits A, B and C**, respectively. Plaintiff is the owner of the Patents-in-Suit. Plaintiff seeks injunctive relief and monetary damages.

PARTIES

2. F2VS is a limited liability company organized and existing under the laws of the State of Minnesota and maintains its principal place of business at 375 Park Avenue, Suite 2607, New York, New York, 10152 (New York County).

3. Based upon public information, Defendant Digi International, Inc. is a corporation duly organized and existing under the laws of the state of Delaware since June 28, 1989, and has its principal place of business located at 11001 Bren Road East, Minnetonka, MN 55343–5534, USA (Hennepin County). Defendant may be served through its registered agent, David H. Sampsell at 11001 Bren Road East, Minnetonka, MN 55343–5534, USA (Hennepin County).

4. Based upon public information, Defendant ships, distributes, makes, uses, offers for sale, sells, and/or advertises its products and services that incorporate its Digi XBEE/RF and Dig/XBEE3/RF technology, which are integrated into its IoT modules, modems, adapters, gateways, and XCTU configuration platform (all at <https://www.digi.com/products/xbee-rf-solutions>), including its 2.4 GHZ Modules (<https://www.digi.com/products/xbee-rf-solutions/2-4-ghz-modules>), Sub-1 GHZ Modules (<https://www.digi.com/products/xbee-rf-solutions/sub-1-ghz-modules>), Embedded Cellular Modems (<https://www.digi.com/products/xbee-rf-solutions/embedded-cellular-modems>), Boxed RF Modems/Adapters (<https://www.digi.com/products/xbee-rf-solutions/boxed-rf-modems-adapters>), Gateways (<https://www.digi.com/products/xbee-rf-solutions/gateways>), and XCTU software platform (<https://www.digi.com/products/xbee-rf-solutions/xctu-software/xctu>), (each of

the links provided here being the “Product Links” and comprising the Accused Products and Services, as defined in more detail below, and the information at those links appearing as **Exhibits D-J**, respectively).

JURISDICTION AND VENUE

5. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

6. The Court has personal jurisdiction over Digi because: Digi has minimum contacts within the State of Minnesota and in the District of Minnesota; Digi has purposefully availed itself of the privileges of conducting business in the State of Minnesota and in the District of Minnesota; Digi has sought protection and benefit from the laws of the State of Minnesota; Digi regularly conducts business within the State of Minnesota and within the District of Minnesota, and Plaintiff’s causes of action arise directly from Digi’s business contacts and other activities in the State of Minnesota and in the District of Minnesota.

7. More specifically, Digi, directly and/or through its intermediaries, ships, distributes, makes, uses, imports, offers for sale, sells, and/or advertises its products and affiliated services in the United States, the State of Minnesota, and the District of Minnesota. Based upon public information, Digi has committed patent infringement in the State of Minnesota and in the District of Minnesota. Digi solicits customers in the State of Minnesota and in the District of Minnesota. Digi has many paying customers

who are residents of the State of Minnesota and the District of Minnesota and who use Digi's products in the State of Minnesota and in the District of Minnesota.

8. Venue is proper pursuant to 28 U.S.C. §1400(b) because Digi resides in the District of Minnesota due to its principal place of business in Minnesota.

9. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because Digi resides in the District of Minnesota due to its principal place of business in Minnesota, which subjects it to the personal jurisdiction of this Court.

BACKGROUND INFORMATION

10. The Patents-in-Suit were duly and legally issued by the United States Patent and Trademark Office on May 27, 2008 (the '981 Patent), April 15, 2014 (the '749 Patent), and October 7, 2014 (the '019 Patent) after full and fair examinations. Plaintiff is the owner of the Patents-in-Suit, and possesses all right, title and interest in the Patents-in-Suit including the right to enforce the Patents-in-Suit, the right to license the Patents-in-Suit, and the right to sue Digi for infringement and recover past damages.

11. Based upon public information, Digi owns, operates, advertises, and/or controls the website <http://www.digi.com> through which Digi advertises, sells, offers to sell, provides and/or educates customers about its products and services, including its Digi XBEE/RF and Dig/XBEE3/RF technology, which is integrated into its IoT modules, modems, adapters, gateways, and XCTU configuration platform (all at <https://www.digi.com/products/xbee-rf-solutions>), including its 2.4 GHZ Modules (<https://www.digi.com/products/xbee-rf-solutions/2-4-ghz-modules>), Sub-1 GHZ Modules (<https://www.digi.com/products/xbee-rf-solutions/sub-1-ghz-modules>),

Embedded Cellular Modems (<https://www.digi.com/products/xbee-rf-solutions/embedded-cellular-modems>), Boxed RF Modems/Adapters (<https://www.digi.com/products/xbee-rf-solutions/boxed-rf-modems-adapters>), Gateways (<https://www.digi.com/products/xbee-rf-solutions/gateways>), and XCTU software platform (<https://www.digi.com/products/xbee-rf-solutions/xctu-software/xctu>), including the following: its 2.4 GHZ Modules (Digi XBee3 Zigbee 3.0, Digi XBee3 802.15.4, Digi XBee3 DigiMesh 2.4, Digi XBee® Wi-Fi, Digi XBee® Zigbee, Digi XBee® 802.15.4, Digi XBee® DigiMesh® 2.4, each available here <https://www.digi.com/products/xbee-rf-solutions/2-4-ghz-modules> and with downloadable datasheets on each individual product's page), Sub-1 GHZ Modules (Digi XBee® SX 868, Digi XBee® SX, Digi XBee-PRO® 900HP , Digi XBee-PRO® XSC, Digi XLR PRO® Module, Digi XTend® 900 MHz, all available here: <https://www.digi.com/products/xbee-rf-solutions/sub-1-ghz-modules> and with downloadable datasheets on each individual product's page), Embedded Cellular Modems (Digi XBee3™ Cellular LTE-M, Digi XBee3™ Cellular NB-IoT, Digi XBee3™ Cellular LTE CAT 1, Digi XBee® Cellular 3G, Digi XBee® Cellular LTE Cat 1, all available here, <https://www.digi.com/products/xbee-rf-solutions/embedded-cellular-modems> and with downloadable datasheets on each individual product's page), Boxed RF Modems/Adapters (Digi XBee® SX RF Modems, Digi XLR PRO® Wireless Vehicle Bus Adapter (WVA), Digi XBee-PRO® 900HP RF Modems, XTend® 900MHz RF Modems, Digi XBee® 802.15.4 Adapters, Digi XBee-Pro® Zigbee Adapters, XStick® USB Adapters, Digi XBee® Sensors, Digi XBee-PRO® Zigbee Wall Router, all available here: [5](https://www.digi.com/products/xbee-rf-</p></div><div data-bbox=)

[solutions/boxed-rf-modems-adapters](#) and with downloadable datasheets on each individual product's page), Gateways (Digi XBee® Industrial Gateway, Digi XBee® Gateway, ConnectPort® X2, ConnectPort® X4 Family, all available here: <https://www.digi.com/products/xbee-rf-solutions/gateways> and with downloadable datasheets on each individual product's page), and the XCTU "Next Generation Configuration Platform for XBee/RF Solutions" software platform (available here: <https://www.digi.com/products/xbee-rf-solutions/xctu-software/xctu>) (a technical specification for each are accessible via the Product Links).

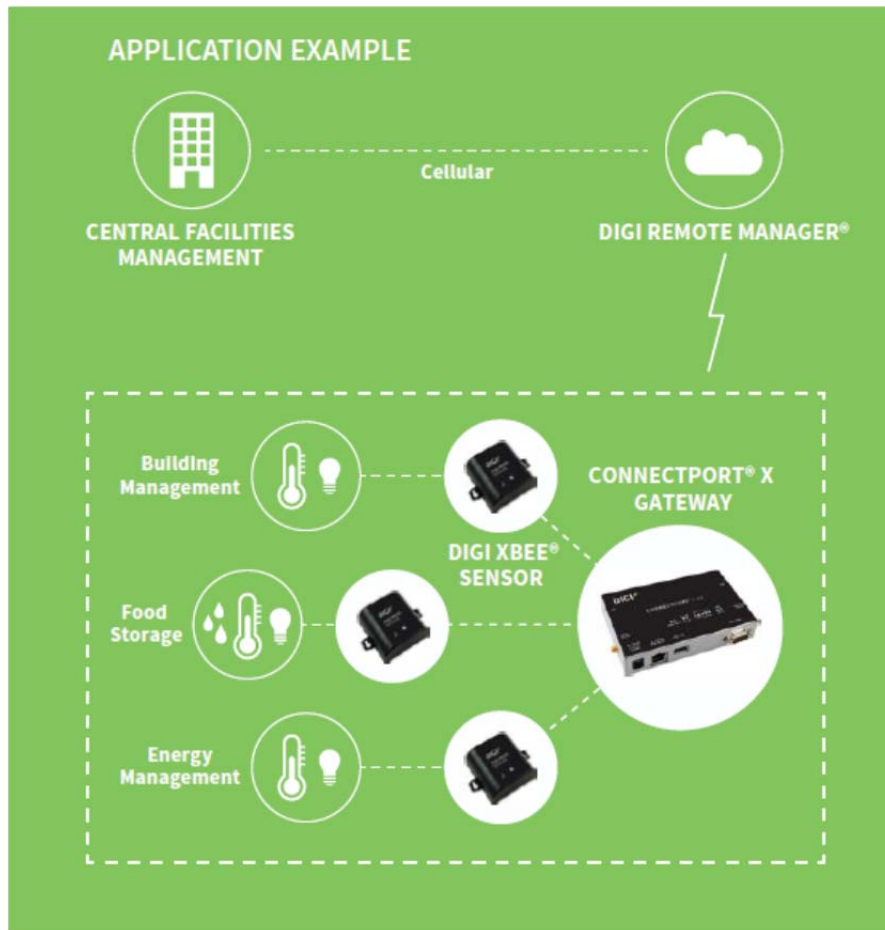
12. Evidence obtained from Digi's website (and others) regarding these products is provided in **Exhibits D through J**, and is also located at the Product Links.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 7,379,981

13. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-12 above.

14. Plaintiff is informed and believes that Digi has infringed and continues to infringe the '981 Patent by its provision of the Accused Products and Services, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products by incorporating Digi's Digi XBEE/RF and Dig/XBEE3/RF technology into its IoT modules, modems, adapters, gateways, and XCTU configuration platform, as incorporated into the Accused Products as identified above. Based upon public information, Digi has infringed and continues to infringe one or more claims of the '981 Patent, including Claim 1, because it ships distributes, makes, uses, imports, offers

for sale, sells, and/or advertises devices that form a self-configuring wireless network that incorporates a group of virtual nodes (Digi's 2.4 GHZ Modules, including Digi XBee3 Zigbee 3.0, Digi XBee3 802.15.4, Digi XBee3 DigiMesh 2.4, Digi XBee® Wi-Fi, Digi XBee® Zigbee, Digi XBee® 802.15.4, Digi XBee® DigiMesh® 2.4, its Sub-1 GHZ Modules, including Digi XBee® SX 868, Digi XBee® SX, Digi XBee-PRO® 900HP, Digi XBee-PRO® XSC, Digi XLR PRO® Module, Digi XTend® 900 MHz, its Embedded Cellular Modems, including Digi XBee3™ Cellular LTE-M, Digi XBee3™ Cellular NB-IoT, Digi XBee3™ Cellular LTE CAT 1, Digi XBee® Cellular 3G, Digi XBee® Cellular LTE Cat 1, its Boxed RF Modems/Adapters, including Digi XBee® SX RF Modems, Digi XLR PRO® Wireless Vehicle Bus Adapter (WVA), Digi XBee-PRO® 900HP RF Modems, XTend® 900MHz RF Modems, Digi XBee® 802.15.4 Adapters, Digi XBee-Pro® Zigbee Adapters, XStick® USB Adapters, Digi XBee® Sensors, Digi XBee-PRO® Zigbee Wall Router) (each a "Node") coupled to a gateway (one of the Digi XBee® Industrial Gateway, Digi XBee® Gateway, ConnectPort® X2, ConnectPort® X4 Family) to provide a communication access point between the nodes and an external network (internet) to control and monitor the nodes (via the XCTU "Next Generation Configuration Platform for XBee/RF Solutions"). A pictorial example is shown below:



See https://www.digi.com/pdf/ds_xbeesensors.pdf (depicting an XBEE Network).

“ZigBee technology enables low-cost, low-power networking of sensors, controllers and other devices in self-configuring, self-healing wireless mesh networks. Part of Digi’s XBee networking solutions, Digi XBee sensors offer the ability to provide real-time data from a variety of sensors (e.g., temperature, humidity, light) in a single solution for wireless communication across a ZigBee infrastructure.” See **Exhibit K**. This further shows that, as required by the claims of the Patents-in-Suit, the network and nodes are “self-configuring.”

15. Based upon public information, Digi has intentionally induced and continues to induce infringement of one or more claims of the '981 Patent in this district

and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Digi's customers, to use the Accused Products and Services in an infringing manner, through its provision of professional services (examples include Digi's "Installations Services" where it offers onsite "installation of your Digi device based solution," *see* <https://www.digi.com/support/professional-services>, its "Implementation Planning," where "Digi helps to "design, plan and implement your Digi hardware based solution . . . [and] assist with complex details such as radio placement, antenna placement, interoperability with third party devices, the intricacies of ZigBee network proliferation and much more" *see* <https://www.digi.com/support/professional-services> , and its "Customer Specific Device Configuration and Activation Services" whereby it "reduce[s] the time to deployment by having [Digi's] team load your configuration, install your SIM and activate your cellular service as it ships from [Digi's] factory"). To the extent that Digi is not the only direct infringer of the '981 Patent, customers such as the U.S. based customers and projects listed here: <https://www.digi.com/blog/category/xbee-projects/> that have purchased and/or used the Accused Products and Services, constitute direct infringers. Despite knowledge of the '981 Patent as early as the date of service of the Original Complaint in this action, Digi, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the '981 Patent. Based upon public information, the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Digi. Based upon public information, Digi specifically intends its

customers to use its products and services in such a way that infringes the '981 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Digi's website including information brochures, promotional material, and contact information. See e.g. Exhibits D through K. Specifically, Digi offers design services to select, deploy and integrate Digi's products to assist its customers in establishing and using mesh systems. See e.g. Exhibits D through K. Based upon public information, Digi knew that its actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

16. Digi's aforesaid activities have been without authority and/or license from Plaintiff.

17. Plaintiff is entitled to recover from Digi the damages sustained by Plaintiff as a result of Digi's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

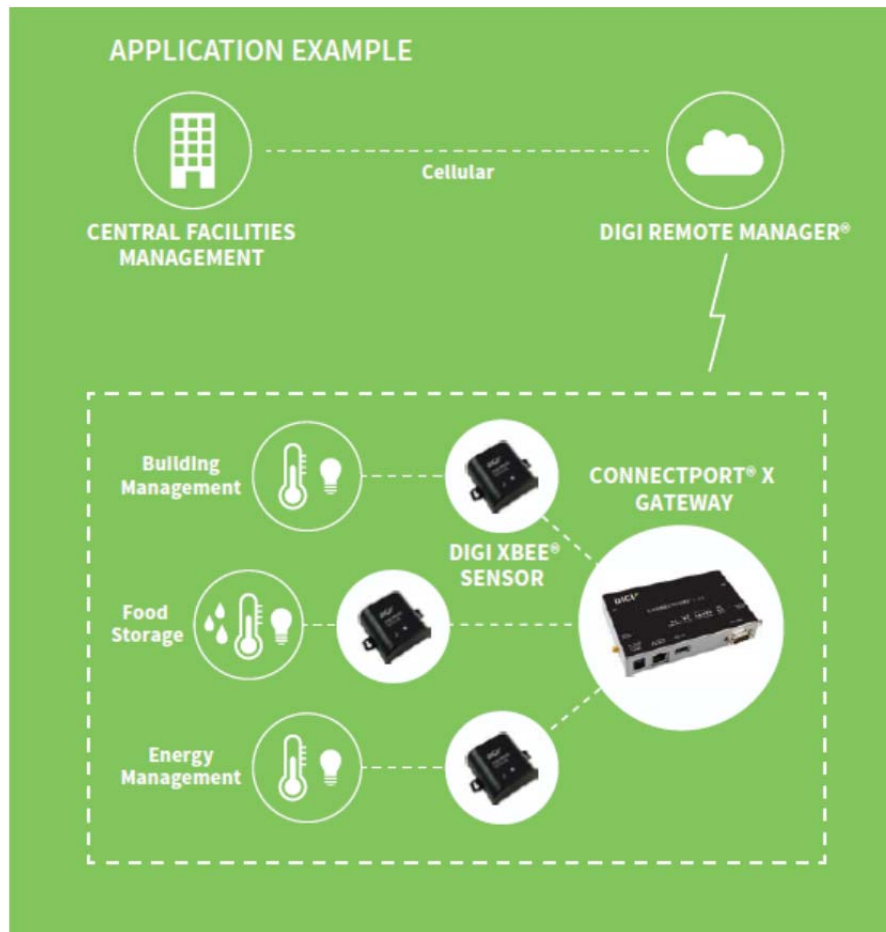
18. Digi's infringement of Plaintiff's rights under the '981 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 8,700,749

19. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-12 above.

20. Plaintiff is informed and believes that Digi has infringed and continues to infringe the '749 Patent by its provision of the Accused Products and Services, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products by incorporating Digi's Digi XBEE/RF and Dig/XBEE3/RF technology into its IoT modules, modems, adapters, gateways, and XCTU configuration platform, as incorporated into the Accused Products as identified above. Based upon public information, Digi has infringed and continues to infringe one or more claims of the '749 Patent, including Claim 1, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices that form a self-configuring wireless network that incorporates a group of virtual nodes (Digi's 2.4 GHZ Modules, including Digi XBee3 Zigbee 3.0, Digi XBee3 802.15.4, Digi XBee3 DigiMesh 2.4, Digi XBee® Wi-Fi, Digi XBee® Zigbee, Digi XBee® 802.15.4, Digi XBee® DigiMesh® 2.4, its Sub-1 GHZ Modules, including Digi XBee® SX 868, Digi XBee® SX, Digi XBee-PRO® 900HP, Digi XBee-PRO® XSC, Digi XLR PRO® Module, Digi XTend® 900 MHz, its Embedded Cellular Modems, including Digi XBee3™ Cellular LTE-M, Digi XBee3™ Cellular NB-IoT, Digi XBee3™ Cellular LTE CAT 1, Digi XBee® Cellular 3G, Digi XBee® Cellular LTE Cat 1, its Boxed RF Modems/Adapters, including Digi XBee® SX RF Modems, Digi XLR PRO® Wireless Vehicle Bus Adapter (WVA), Digi XBee-PRO®

900HP RF Modems, XTend® 900MHz RF Modems, Digi XBee® 802.15.4 Adapters, Digi XBee-Pro® Zigbee Adapters, XStick® USB Adapters, Digi XBee® Sensors, Digi XBee-PRO® Zigbee Wall Router) (each a “Node”) coupled to a gateway (one of the Digi XBee® Industrial Gateway, Digi XBee® Gateway, ConnectPort® X2, ConnectPort® X4 Family) to provide a communication access point between the nodes and an external network (internet) to control and monitor the nodes (via the XCTU “Next Generation Configuration Platform for XBee/RF Solutions”). A pictorial example is shown below:



See https://www.digi.com/pdf/ds_xbeesensors.pdf (depicting an XBEE Network).

“ZigBee technology enables low-cost, low-power networking of sensors, controllers and other devices in self-configuring, self-healing wireless mesh networks. Part of Digi’s

XBee networking solutions, Digi XBee sensors offer the ability to provide real-time data from a variety of sensors (e.g., temperature, humidity, light) in a single solution for wireless communication across a ZigBee infrastructure.” See Exhibit K. This further shows that, as required by the claims of the Patents-in-Suit, the network and nodes are “self-configuring.”

21. Based upon public information, Digi has intentionally induced and continues to induce infringement of one or more claims of the ’749 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Digi’s customers, to use the Accused Products and Services in an infringing manner, through its provision of professional services (examples include Digi’s “Installations Services” where it offers onsite “installation of your Digi device based solution,” *see* <https://www.digi.com/support/professional-services>, its “Implementation Planning,” where “Digi helps to “design, plan and implement your Digi hardware based solution . . . [and] assist with complex details such as radio placement, antenna placement, interoperability with third party devices, the intricacies of ZigBee network proliferation and much more” *see* <https://www.digi.com/support/professional-services> , and its “Customer Specific Device Configuration and Activation Services” whereby it “reduce[s] the time to deployment by having [Digi’s] team load your configuration, install your SIM and activate your cellular service as it ships from [Digi’s] factory”). To the extent that Digi is not the only direct infringer of the ’749 Patent, customers such as the U.S. based customers and projects listed here: <https://www.digi.com/blog/category/xbee-projects/>

that have purchased and/or used the Accused Products and Services, constitute direct infringers. Despite knowledge of the '749 Patent as early as the date of service of the Original Complaint in this action, Digi, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the '749 Patent. Based upon public information, the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Digi. Based upon public information, Digi specifically intends its customers to use its products and services in such a way that infringes the '749 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Digi's website including information brochures, promotional material, and contact information. See e.g. Exhibits D through K. Specifically, Digi offers design services to select, deploy and integrate Digi's products to assist its customers in establishing and using mesh systems. See e.g. Exhibits D through K. Based upon public information, Digi knew that its actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

22. Digi's aforesaid activities have been without authority and/or license from Plaintiff.

23. Plaintiff is entitled to recover from Digi the damages sustained by Plaintiff as a result of Digi's wrongful acts in an amount subject to proof at trial, which, by law,

cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

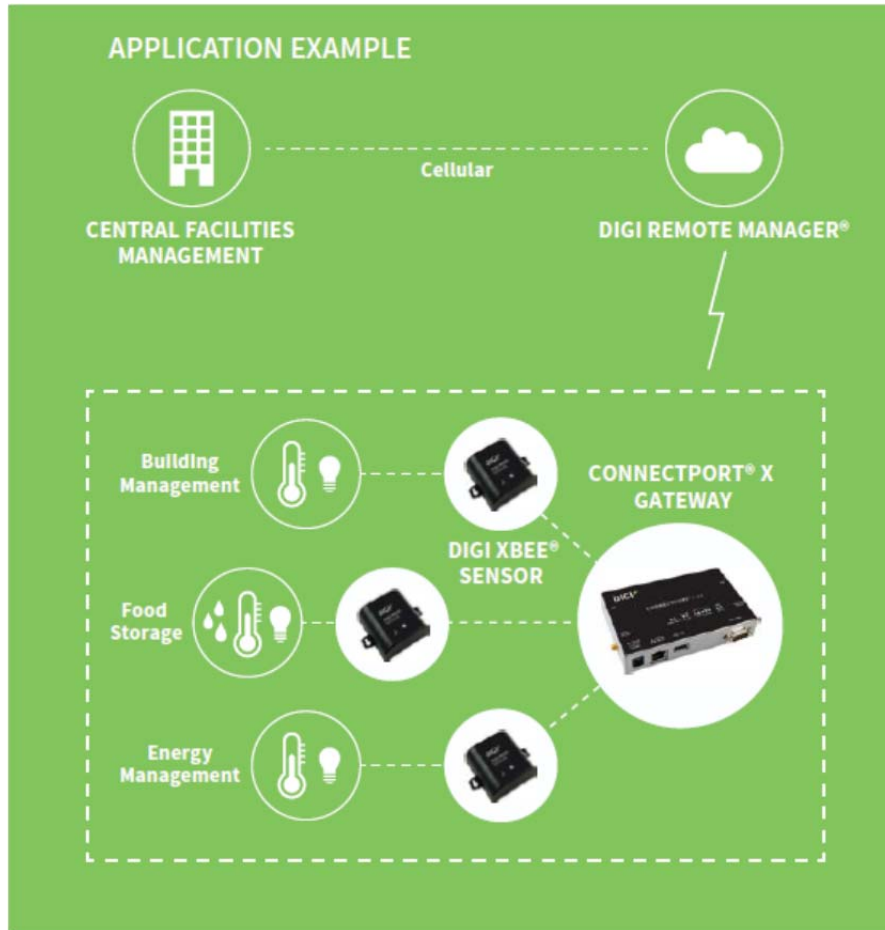
24. Digi's infringement of Plaintiff's rights under the '749 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

COUNT III
INFRINGEMENT OF U.S. PATENT NO. 8,855,019

25. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-12 above.

26. Plaintiff is informed and believes that Digi has infringed and continues to infringe the '019 Patent by its provision of the Accused Products and Services, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products by incorporating Digi's Digi XBEE/RF and Dig/XBEE3/RF technology into its IoT modules, modems, adapters, gateways, and XCTU configuration platform, as incorporated into the Accused Products as identified above. Based upon public information, Digi has infringed and continues to infringe one or more claims of the '019 Patent, including Claim 1, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices that form a self-configuring wireless network that incorporates a group of virtual nodes (Digi's 2.4 GHZ Modules, including Digi XBee3 Zigbee 3.0, Digi XBee3 802.15.4, Digi XBee3 DigiMesh 2.4, Digi XBee® Wi-Fi, Digi XBee® Zigbee, Digi XBee® 802.15.4, Digi XBee® DigiMesh® 2.4, its Sub-1 GHZ Modules, including Digi XBee® SX 868, Digi XBee® SX, Digi XBee-PRO® 900HP,

Digi XBee-PRO® XSC, Digi XLR PRO® Module, Digi XTend® 900 MHz, its Embedded Cellular Modems, including Digi XBee3™ Cellular LTE-M, Digi XBee3™ Cellular NB-IoT, Digi XBee3™ Cellular LTE CAT 1, Digi XBee® Cellular 3G, Digi XBee® Cellular LTE Cat 1, its Boxed RF Modems/Adapters, including Digi XBee® SX RF Modems, Digi XLR PRO® Wireless Vehicle Bus Adapter (WVA), Digi XBee-PRO® 900HP RF Modems, XTend® 900MHz RF Modems, Digi XBee® 802.15.4 Adapters, Digi XBee-Pro® Zigbee Adapters, XStick® USB Adapters, Digi XBee® Sensors, Digi XBee-PRO® Zigbee Wall Router) (each a “Node”) coupled to a gateway (one of the Digi XBee® Industrial Gateway, Digi XBee® Gateway, ConnectPort® X2, ConnectPort® X4 Family) to provide a communication access point between the nodes and an external network (internet) to control and monitor the nodes (via the XCTU “Next Generation Configuration Platform for XBee/RF Solutions”). A pictorial example is shown below:



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“ZigBee technology enables low-cost, low-power networking of sensors, controllers and other devices in self-configuring, self-healing wireless mesh networks. Part of Digi’s XBee networking solutions, Digi XBee sensors offer the ability to provide real-time data from a variety of sensors (e.g., temperature, humidity, light) in a single solution for wireless communication across a ZigBee infrastructure.” See **Exhibit K**. This further shows that, as required by the claims of the Patents-in-Suit, the network and nodes are “self-configuring.”

27. Based upon public information, Digi has intentionally induced and continues to induce infringement of one or more claims of the ’019 Patent in this district

and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Digi's customers, to use the Accused Products and Services in an infringing manner, through its provision of professional services (examples include Digi's "Installations Services" where it offers onsite "installation of your Digi device based solution," *see* <https://www.digi.com/support/professional-services>, its "Implementation Planning," where "Digi helps to "design, plan and implement your Digi hardware based solution . . . [and] assist with complex details such as radio placement, antenna placement, interoperability with third party devices, the intricacies of ZigBee network proliferation and much more" *see* <https://www.digi.com/support/professional-services> , and its "Customer Specific Device Configuration and Activation Services" whereby it "reduce[s] the time to deployment by having [Digi's] team load your configuration, install your SIM and activate your cellular service as it ships from [Digi's] factory"). To the extent that Digi is not the only direct infringer of the '019 Patent, customers such as the U.S. based customers and projects listed here: <https://www.digi.com/blog/category/xbee-projects/> that have purchased and/or used the Accused Products and Services, constitute direct infringers. Despite knowledge of the '019 Patent as early as the date of service of the Original Complaint in this action, Digi, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the '019 Patent. Based upon public information, the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Digi. Based upon public information, Digi specifically intends its

customers to use its products and services in such a way that infringes the '019 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Digi's website including information brochures, promotional material, and contact information. See e.g. Exhibits D through K. Specifically, Digi offers design services to select, deploy and integrate Digi's products to assist its customers in establishing and using mesh systems. See e.g. Exhibits D through K. Based upon public information, Digi knew that its actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

28. Digi's aforesaid activities have been without authority and/or license from Plaintiff.

29. Plaintiff is entitled to recover from Digi the damages sustained by Plaintiff as a result of Digi's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

30. Digi's infringement of Plaintiff's rights under the '019 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

JURY DEMAND

31. Plaintiff demands a trial by jury on all issues.

PRAYER FOR RELIEF

32. Plaintiff respectfully requests the following relief:
- A. An adjudication that one or more claims of the Patents-in-Suit has been infringed, either literally and/or under the doctrine of equivalents, by Digi;
 - B. An adjudication that Digi has induced infringement of one or more claims of the Patents-in-Suit based upon post-filing date knowledge of the Patents-in-Suit;
 - C. An award of damages to be paid by Digi adequate to compensate Plaintiff for Digi's past infringement and any continuing or future infringement up until the date such judgment is entered, including interest, costs, and disbursements as justified under 35 U.S.C. § 284 and, if necessary to adequately compensate Plaintiff for Digi's infringement, an accounting of all infringing sales including, but not limited to, those sales not presented at trial;
 - D. A grant of permanent injunction pursuant to 35 U.S.C. § 283, enjoining Digi and its respective officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of the order by

personal service or otherwise, from further acts of infringement with respect to any one or more of the claims of the Patents-in-Suit;

- E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and,
- F. Any further relief that this Court deems just and proper.

Dated: July 31, 2018

Respectfully submitted,

/s/ Brian C. Gudmundson

ZIMMERMAN REED LLP

Brian C. Gudmundson (Bar No. 0336695)

1100 IDS Center

80 South 8th Street

Minneapolis, Minnesota 55402

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Facsimile: (612) 341-0844

Email: brian.gudmundson@zimmreed.com

HENINGER GARRISON DAVIS, LLC

James F. McDonough, III (Bar No. 117088, GA)*

Jonathan R. Miller (Bar No. 507179, GA)*

Travis E. Lynch (Bar No. 162373, GA)*

3621 Vinings Slope, Suite 4320

Atlanta, Georgia 30339

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