

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

JSDQ MESH TECHNOLOGIES LLC,	:
	:
Plaintiff,	:
	:
v.	: Case No. _____
	:
ARUBA NETWORKS, INC.,	: JURY TRIAL DEMANDED
	:
Defendant.	:

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff JSDQ Mesh Technologies LLC complains of Defendant Aruba Networks, Inc. as follows:

**NATURE OF LAWSUIT**

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code.

**THE PARTIES**

2. Plaintiff JSDQ Mesh Technologies LLC (“JSDQ”) is a Delaware limited liability company with its principal place of business at 401 Lake Avenue, Round Lake Beach, Illinois 60073.

3. JSDQ is the named assignee of, owns all right, title and interest in, and has standing to sue for infringement of United States Patent No. RE 43,675, entitled “Wireless Radio Routing System,” which issued on September 18, 2012 (the “675 Patent”) (a true and correct copy is attached as Exhibit A), United States Patent No. 7,916,648, entitled “Method of Call Routing and Connection,” which issued on March 29, 2011 (the “648 Patent”) (a true and correct copy is attached as Exhibit B), and United States Patent No. 7,286,828, entitled “Method

of Call Routing and Connection,” which issued on October 23, 2007 (the “‘828 Patent”) (a true and correct copy of which is attached as Exhibit C) (collectively, “the Patents-in-Suit”).

4. Defendant Aruba Networks, Inc. (“Aruba”) is a Delaware corporation with its registered agent, The Corporation Trust Company, located at Corporation Trust Center 1209 Orange Street, Wilmington, Delaware 19801. Aruba’s principal place of business is 1344 Crossman Avenue, Sunnyvale, California 94089.

5. Aruba designs, manufactures, and markets wireless mesh products and systems.

6. Aruba sells wireless mesh products and systems throughout the United States and the world, including in Delaware and this Judicial District.

#### **JURISDICTION AND VENUE**

7. This Court has exclusive jurisdiction over the subject matter of the Complaint under 28 U.S.C. §§ 1331 and 1338(a).

8. Personal jurisdiction over Aruba is proper in this Court. Venue in this judicial district is proper under 28 U.S.C. §§ 1391(b), (c) and/or 1400(b).

#### **THE ACCUSED SYSTEMS**

9. Aruba infringes the Patents-in-Suit through the manufacture, use, offer for sale and/or sale of wireless mesh products and systems, including but not limited to its AirMesh wireless solutions products (including hardware, firmware and software), and related services (the “Accused Systems”).

10. According to Aruba at [www.arubanetworks.com/news-releases/introducing-aruba-airmesh-outdoor-mesh-optimized-for-video/](http://www.arubanetworks.com/news-releases/introducing-aruba-airmesh-outdoor-mesh-optimized-for-video/):

(a) The Aruba AirMesh portfolio was designed from the ground up to be deployed in a wide variety of outdoor network scenarios, including delivery of data, voice and high-

definition (HD) video at oil and gas fields, mining operations, utility management and transportation facilities.

(b) The Aruba AirMesh's intelligent multi-radio design, with dual- and quad-radio 802.11n MIMO platforms, enables massive capacity, interference mitigation and sustained throughput over multiple network hops.

(c) The Aruba AirMesh portfolio of products features Aruba MeshOS™, with Adaptive Wireless Routing™ (AWR™), providing RF-aware, Layer-3 network intelligence to optimize traffic flow, reduce latency and ensure resiliency.

(d) Each software-configurable radio can function as a mesh backhaul link or access point (AP) that operates in multiple frequencies for optimal performance and sustained throughput over multiple hops.

(e) Additionally, long-range directional antennae facilitate data transmission at distances up to 10 kilometers (6 miles).

(f) IT professionals certified as Aruba Wireless Mesh Professionals (AWMPs) will be able to deploy and manage Aruba AirMesh outdoor wireless mesh networks. The fee-based certification exam is administered on behalf of Aruba Networks at Pearson VUE test centers.

11. According to Aruba at [www.arubanetworks.com/products/mesh-routers/](http://www.arubanetworks.com/products/mesh-routers/):

(a) Aruba AirMesh outdoor wireless mesh networks combine a high-performance 802.11n multi-radio architecture and intelligent Layer 3 routing for greater reliability and scalability. The result is a high-capacity, multiservice mesh network that is optimized for multimedia applications in municipal, public safety and industrial deployments.

(b) The AirMesh family includes ruggedized single-, dual- and quad-radio mesh routers that deliver fiber-like capacity – up to 300 Mbps per radio.

(c) Each software-configurable radio can function as a mesh backhaul link or Wi-Fi access point (AP) that operates in multiple frequencies for optimal performance and sustained throughput over multiple hops.

**COUNT I – PATENT INFRINGEMENT**  
**UNITED STATES PATENT NO. RE 43,675**

12. JSDQ realleges and incorporates by reference paragraphs 1 through 11, inclusive, as though fully set forth herein.

13. Aruba directly infringes at least independent claim 15 of the ‘675 Patent through the manufacture, use, offer for sale and/or sale of the Accused Systems.

14. Aruba’s Accused Systems provide radio communication routes among individual nodes capable of distribution arbitrarily relative to each other.

15. Aruba’s Accused Systems perform each of the limitations of claim 15 of the ‘675 Patent. Aruba’s Accused Systems operate by (a) establishing radio links between respective pairs of nodes without regard to their relative locations, at least one node using a directional radio signal; (b) measuring a value of a parameter of a directional radio signal; (c) transmitting radio signals with routing messages; and (d) assembling, by computers in a plurality of nodes, a radio communication route between an originating node and a destination node.

16. Alternatively, Aruba indirectly infringes at least independent claim 15 of the ‘675 Patent by inducing others’ direct infringement through their use of the Accused Systems. To the extent Aruba is not the only direct infringer of the ‘675 Patent, users of Aruba’s Accused Systems would constitute direct infringers.

17. Aruba has notice of the '675 Patent and the likelihood of infringement thereof at least as of the filing of this Complaint.

18. Upon information and belief, Aruba provides support services to customers with the specific intent that customers will use the Accused Systems in a manner that infringes the '675 Patent. See, for example, ¶ 10(f), above.

19. To the extent required by law, JSDQ has complied with the provisions of 35 U.S.C. § 287.

20. Aruba's direct and/or indirect infringement as described above has injured and will continue to injure JSDQ as long as such infringement continues. JSDQ is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

**COUNT II – PATENT INFRINGEMENT  
UNITED STATES PATENT NO. 7,916,648**

21. JSDQ realleges and incorporates by reference paragraphs 1 through 11, inclusive, as though fully set forth herein.

22. Aruba directly infringes at least independent claim 29 of the '648 Patent through the manufacture, use, offer for sale and/or sale of the Accused Systems.

23. Aruba's Accused Systems provide radio communication routes among individual nodes capable of distribution arbitrarily relative to each other.

24. Aruba's Accused Systems perform each of the limitations of claim 29 of the '648 Patent. Aruba's Accused Systems operate by (a) establishing radio links between pairs of nodes without regard to their relative locations; (b) measuring values of a parameter of radio signals; (c) transmitting radio signals with routing messages; (d) selecting a preferred multi-link route segment; (e) transmitting a radio signal with a routing message identifying a preferred route

segment; and (f) assembling a radio communication route between an originating node and a destination node.

25. Alternatively, Aruba indirectly infringes at least independent claim 29 of the '648 Patent by inducing others' direct infringement through their use of the Accused Systems. To the extent Aruba is not the only direct infringer of the '648 Patent, users of Aruba's Accused Systems would constitute direct infringers.

26. Aruba has notice of the '648 Patent and the likelihood of infringement thereof at least as of the filing of this Complaint.

27. Upon information and belief, Aruba provides support services to customers with the specific intent that customers will use the Accused Systems in a manner that infringes the '648 Patent. See, for example, ¶ 10(f), above.

28. To the extent required by law, JSDQ has complied with the provisions of 35 U.S.C. § 287.

29. Aruba's direct and/or indirect infringement as described above has injured and will continue to injure JSDQ as long as such infringement continues. JSDQ is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

**COUNT III – PATENT INFRINGEMENT**  
**UNITED STATES PATENT NO. 7,286,828**

30. JSDQ realleges and incorporates by reference paragraphs 1 through 11, inclusive, as though fully set forth herein.

31. Aruba infringes at least independent claim 68 of the '828 Patent through the manufacture, use, offer for sale and/or sale of the Accused Systems.

32. Aruba's Accused Systems provide wireless communication routes among individual nodes distributed to form a mesh throughout an area covered by the wireless communication system.

33. Aruba's Accused Systems perform each of the limitations of claim 68 of the '828 Patent. Aruba's Accused Systems operate by (a) establishing wireless links between pairs of routing nodes using wireless signals; (b) storing routing message; (c) selecting a routing message using a parameter of received wireless signals; (d) modifying a selected routing message; (e) deleting some routing messages; (f) retransmitting modified routing messages; and (g) assembling preferred wireless links into an optimum communication route.

34. Alternatively, Aruba indirectly infringes at least independent claim 68 of the '828 Patent by inducing others' direct infringement through their use of the Accused Systems. To the extent Aruba is not the only direct infringer of the '828 Patent, users of Aruba's Accused Systems would constitute direct infringers.

35. Aruba has notice of the '828 Patent and the likelihood of infringement thereof at least as of the filing of this Complaint.

36. Upon information and belief, Aruba provides support services to customers with the specific intent that customers will use the Accused Systems in a manner that infringes the '828 Patent. See, for example, ¶ 10(f), above.

37. To the extent required by law, JSDQ has complied with the provisions of 35 U.S.C. § 287.

38. Aruba's direct and/or indirect infringement as described above has injured and will continue to injure JSDQ as long as such infringement continues. JSDQ is entitled to recover

damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

### **JURY DEMAND**

JSDQ demands a trial by jury on all issues presented in this Complaint.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff JSDQ respectfully requests this Court to enter judgment against Defendant Aruba and against its respective subsidiaries, successors, parents, affiliates, officers, directors, agents, servants, employees, and all persons in active concert or participation with them, granting the following relief:

- A. The entry of judgment in favor of JSDQ and against Aruba;
- B. An award of damages against Aruba adequate to compensate JSDQ for the infringement that has occurred, but in no event less than a reasonable royalty as permitted by 35 U.S.C. § 284, together with prejudgment interest from the date the infringement began;
- C. A finding that this case is exceptional and an award to JSDQ of its reasonable attorneys' fees and costs as provided by 35 U.S.C. § 285;
- D. A permanent injunction prohibiting further infringement of the Patents-in-Suit;  
and
- E. Such other relief to which JSDQ is entitled under the law and any other and further relief that this Court or a jury may deem just and proper.



PROCTOR HEYMAN LLP

/s/ Dominick T. Gattuso

---

Dominick T. Gattuso (# 3630)  
Meghan A. Adams (# 4981)  
300 Delaware Avenue, Suite 200  
Wilmington, DE 19801  
Phone: (302) 472-7300  
DGattuso@proctorheyman.com  
MAdams@proctorheyman.com

*Attorneys for Plaintiff, JSDQ Mesh  
Technologies LLC*

OF COUNSEL:

Timothy J. Haller  
Daniel R. Ferri  
Gabriel I. Opatken  
NIRO, HALLER & NIRO  
181 West Madison Street, Suite 4600  
Chicago, IL 60602  
Phone: (312) 236-0733  
Fax: (312) 236-3137  
haller@nshn.com  
dferrri@nshn.com  
gopatken@nshn.com

Dated: October 8, 2013