

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

DYNAMIC MESH NETWORKS, INC.
D/B/A MESH DYNAMICS

Plaintiff,

v.

CISCO SYSTEMS, INC.

Defendant.

Civil Action No. 2:25-cv-781-JRG
(LEAD CASE)

DYNAMIC MESH NETWORKS, INC.
D/B/A MESH DYNAMICS

Plaintiff,

v.

CISCO SYSTEMS, INC.

Defendant.

Civil Action No. 2:25-cv-783-JRG
(MEMBER CASE)

**DEFENDANT CISCO SYSTEMS, INC.’S ANSWER TO PLAINTIFF’S
COMPLAINT FOR PATENT INFRINGEMENT**

Defendant Cisco Systems, Inc. (“Cisco”), by and through its undersigned counsel, hereby provides its response to Plaintiff Dynamic Mesh Network, Inc.’s dba MeshDynamics (“MeshDynamics”) Complaint (Dkt. No. 1; “Complaint”) as follows:

INTRODUCTION¹

1. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1 et seq. and seeking damages and injunctive relief as provided in 35 U.S.C. §§ 281 and 283-285.

Response: Cisco admits that the Complaint purports to set forth an action for patent infringement under the patent laws of the United States, Title 35 of the United States Code, but denies that there are any factual legal bases for MeshDynamics' claims or that MeshDynamics is entitled to any relief whatsoever from Cisco or this Court. The remaining allegations in Paragraph 1 contain legal conclusions to which no response is required. To the extent that a response is required, Cisco denies them.

PARTIES

2. MeshDynamics is a corporation organized under the laws of the State of California with its principal place of business situated at 3355 Benton St., Santa Clara CA 95051.

Response: Cisco has insufficient knowledge or information to admit or deny the allegations in Paragraph 2 of the Complaint and on that basis denies all such allegations.

3. MeshDynamics was founded by Francis daCosta who is the lead inventor on all of the Patents-in-Suit. Mr. daCosta is a graduate of Stanford University where he earned a Master of Science degree. He is named as an inventor on at least 20 United States patents. Mr. daCosta also founded Advanced Cybernetics Group providing robot control system software for mission critical applications. He has served as an advisor to the United States Air Force Robotics and Automation Center of Excellence.

Response: To the extent Paragraph 3 purports to describe Mr. daCosta's inventor status and experience, that will be subject to discovery in this case. To the extent a response is required, Cisco has insufficient knowledge or information to admit or deny the allegations in Paragraph 3

¹ For clarity and ease of reference, Cisco repeats herein the section headers recited in MeshDynamics' Complaint. To the extent any section header is construed as a factual allegation, Cisco denies any and all such allegations.

of the Complaint and on that basis denies all such allegations, including any characterizations.

4. In the early 2000s, Mr. daCosta and MeshDynamics focused on enabling the self-forming, tree-shaped wireless mesh networks that are ubiquitous today. That work resulted in solutions that were significantly more efficient and scalable than prior art systems.

Response: To the extent Paragraph 4 purports to describe work performed by Mr. daCosta and MeshDynamics, that will be subject to discovery in this case. To the extent a response is required, Cisco has insufficient knowledge or information to admit or deny the allegations in Paragraph 4 of the Complaint and on that basis denies all such allegations, including any characterizations.

5. For example, traditional hub-based wireless mesh networks suffered from poor scalability. As the number of nodes increased, the number of potential paths in those networks grew, making routing inefficient and unmanageable. Those networks also experienced data collision, high latency and/or congestion as the links between the nodes were difficult to optimize. Changes in network membership also required time-consuming updates to routing tables which further degraded performance.

Response: To the extent Paragraph 5 purports to describe prior art, that will be subject to discovery in this case. To the extent a response is required, Cisco has insufficient knowledge or information to admit or deny the allegations in Paragraph 5 of the Complaint and on that basis denies all such allegations, including any characterizations.

6. The tree-shaped and hierarchically arranged wireless mesh networks contemplated by Mr. daCosta dynamically balanced the needs of the network and optimized performance for a wide variety of uses. These networks maintain readily manageable routing paths and utilize distributed decision-making about node relationships and routing selections. The result is a highly scalable and efficient system that quickly adapts networks to optimize both latency and bandwidth based on network use. The enhancements delivered by these novel networks enable the effective implementation of advanced techniques, including modern-day wireless equivalents of ethernet switching.

Response: To the extent Paragraph 6 purports to describe work performed by Mr. daCosta, that will be subject to discovery in this case. To the extent a response is required, Cisco has insufficient knowledge or information to admit or deny the allegations in Paragraph 6 of the

Complaint and on that basis denies all such allegations, including any characterizations.

7. On information and belief, defendant Cisco Systems Inc. is a corporation organized and existing under the laws of the State of Delaware with a principal place of business at 170 West Tasman Drive, San Jose, California 95134 and regular and established places of business throughout this District, including at least 2250 East President George Bush Turnpike, Richardson, Texas 75802.

Response: Cisco admits it is a corporation duly organized and existing under the laws of the State of Delaware. Cisco admits that its principal place of business is at 170 West Tasman Drive, San Jose, California 95134. Cisco admits it has a location at 2250 East President George Bush Highway, Richardson, Texas 75082. The remaining allegations in Paragraph 7 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 7 of the Complaint.

8. On information and belief, Cisco may be served with process through its registered agent, Corporation Service Company d/b/a CSC – Lawyers Incorporating Service Company, located at 211 E. 7th Street, Suite 620, Austin, TX 78701.

Response: The allegations in paragraph 8 of the Complaint contain legal conclusions that require no response. To the extent a response is required, Cisco denies the allegations of paragraph 8 of the Complaint.

9. Cisco is the manufacturer of a variety of hardware devices and related software, which it collectively markets and sells as an integrated solution to its customers and end users as the “Cisco Unified Wireless Network.” Part of what Cisco provides includes “Mesh” Wi-Fi equipment and solutions, including Cisco’s Access Points (“APs”), wireless controllers and control systems (collectively, the “Accused Products”). Such equipment, solutions and systems are described in Cisco’s Wireless Mesh Access Points, Design and Deployment Guide, among other places.

Response: Cisco admits that MeshDynamics purports to identify accused products. Cisco admits that it is a leading U.S. innovator in network technology and develops critical infrastructure that powers the modern Internet and designs, develops, and provides the technologies behind networking, communications, and information technology products and services that enable seamless communication among individual business, public institutions,

government agencies, and service providers. Cisco admits that it has made, used, offered for sale, sold, designed, tested, distributed, and/or imported into the United States various products. Cisco admits that it makes available certain documents that describe certain of its various products. Cisco denies the remaining allegations in Paragraph 9 of the Complaint.

10. Cisco designs, uses, and sells its APs, wireless controllers and control systems to interoperate as a unified technical solution. For example, wireless controllers are designed and used to detect and configure Cisco's APs, and Cisco's control systems are designed and used to configure and monitor one or more wireless controllers and associated APs. Cisco's customers and end-users typically deploy wireless controllers, control systems and APs as a part of a unified technical solution.

Response: To the extent Paragraph 10 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. To the extent a response is required, Cisco admits that it has made, used, offered for sale, sold, designed, tested, distributed, and/or imported into the United States various products. Cisco denies the remaining allegations in Paragraph 10 of the Complaint.

11. Cisco's AP products include at least Cisco's Catalyst 9100 Series Wireless Access Points. Other non-limiting examples include Cisco's Aironet 1500, 1600, 1700, 2600, 2700, 3500, 3600, 3700 and business series access points. Cisco's wireless controllers include at least Cisco's Catalyst 9800 Series wireless controllers. Other non-limiting examples include Cisco's 3500, 5500, and 8500 series wireless controllers. Cisco's control systems include at least Cisco's Prime Infrastructure and Cisco DNA Center.

Response: To the extent Paragraph 11 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. To the extent a response is required, Cisco admits that it has made, used, offered for sale, sold, designed, tested, distributed, and/or imported into the United States various products. Cisco denies the remaining allegations in Paragraph 11 of the Complaint.

12. Cisco also offers design, architectural, installation, training, guidance, deployment, management, operation, licensing, consulting, and technical support services related to its customers' and end-users' deployment and use of Cisco's Mesh Wi-Fi equipment and solutions.

Response: To the extent Paragraph 12 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. To the extent a response is required, Cisco admits that it offers certain services to certain customers regarding certain of Cisco's various products. Cisco denies the remaining allegations in Paragraph 12 of the Complaint, including any characterization.

JURISDICTION AND VENUE

13. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the federal patent laws of the United States.

Response: Paragraph 13 sets forth legal conclusions for which no response is required. To the extent a response is required, Cisco admits that federal courts have subject matter jurisdiction over actions for alleged patent infringement under the cited statutory provisions. To the extent any factual allegations remain in Paragraph 13, Cisco denies them.

14. This Court has personal jurisdiction over Cisco because it committed and continues to commit acts of infringement in this judicial district in violation of 35 U.S.C. §§ 271(a), 271(b), and 271(c).

Response: Cisco denies that it infringes or has infringed any claims of the Patents-in-Suit. Cisco admits that it is registered to do business in Texas, maintains locations in Texas, and conducts business in Texas. The remaining allegations in Paragraph 14 of the Complaint contain legal conclusions that require no response. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 14 of the Complaint.

15. Cisco has made, used (including to support its own businesses), sold, offered for sale, imported into, developed, and tested Cisco Accused Products in this District. It has induced others to use those products by acts carried out by Cisco employees in this District and end-users have used the Cisco Accused Products in this District.

Response: Cisco denies that it infringes or has infringed any claims of the Patents-in-Suit. Cisco admits that it is registered to do business in Texas, maintains locations in Texas, and

conducts business in Texas. Cisco admits that it has made, used, offered for sale, sold, designed, tested, distributed, and/or imported into the United States various products. The remaining allegations in Paragraph 15 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegation in Paragraph 15 of the Complaint.

16. Cisco is subject to the Court's jurisdiction because it regularly conducts and solicits business, or otherwise engages in other persistent courses of conduct in this judicial district, and/or derives substantial revenue from the use, sale, and distribution of goods and services, including but not limited to the accused Cisco Accused Products, provided to individuals and businesses in the Eastern District of Texas.

Response: Cisco admits that it is registered to do business in Texas, maintains locations in Texas, and conducts business in Texas. Cisco admits that it has made, used, offered for sale, sold, designed, tested, distributed, and/or imported into the United States various products. The remaining allegations in Paragraph 16 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegation in Paragraph 16 of the Complaint.

17. Cisco maintains multiple regular and established places of business throughout this District, including at least 2250, 2300 and 2400 East President George Bush Turnpike, Richardson, Texas 75082. Cisco has a regular and established physical presence in this District. Its facilities in Richardson can accommodate up to 5,000 employees, consist of approximately 71 acres of land, and include approximately seven buildings totaling approximately 1.7 million square feet of office space (collectively referred to herein as the "Richardson Texas Campus").

Response: Cisco admits that it has a location at 2250 East President George Bush Turnpike, Richardson, Texas 75082. Cisco admits that it employs approximately 1600 persons in Richardson, Texas. Cisco denies the remaining allegations of Paragraph 17 of the Complaint.

18. Cisco employs thousands of individuals within its Richardson Texas Campus. On information and belief, some of those individuals are uniquely knowledgeable concerning the use, development, marketing, importation, and/or sales of the Cisco Accused Products.

Response: Cisco admits that it has a location at 2250 East President George Bush Turnpike, Richardson, Texas 75082. Cisco admits that it employs approximately 1600 persons in Richardson, Texas. Cisco denies the remaining allegations of Paragraph 18 of the Complaint.

19. Cisco has purposefully availed itself of the rights and benefits of the laws of the State of Texas and this District. Cisco has previously availed itself of the courts of the Eastern District of Texas as a patentee, including through its assertion of claims of patent infringement in litigations venued in this District. It has also previously conceded that the Eastern District of Texas has personal jurisdiction over it for the purpose of litigation of patent infringement actions as an accused infringer.

Response: Cisco admits that it is registered to do business in Texas, maintains locations in Texas, and conducts business in Texas. Cisco admits that it has filed lawsuits in this District related to patents. Cisco admits that it has, at times, admitted for purposes of that given action that the Eastern District of Texas has personal jurisdiction over Cisco. Cisco denies the remaining allegations in Paragraph 19 of the Complaint.

20. Cisco has substantial, continuous, and systematic contacts with this State and the Eastern District of Texas such that the exercise of personal jurisdiction would not offend traditional notions of fair play and substantial justice. Jurisdiction is consistent with the principles of due process and the Texas Long Arm Statute Tex. Civ. Prac. & Rem. Code §§ 17.041, et seq.

Response: Cisco admits that it is registered to do business in Texas, maintains locations in Texas, and conducts business in Texas. The remaining allegations in Paragraph 20 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 20 of the Complaint.

21. Venue is proper pursuant to 28 U.S.C. §§ 1391(b), (c), (d) and/or 1400(b), at least because Cisco has committed acts of infringement in this judicial district and has regular and established places of business in this judicial district.

Response: Cisco denies that it infringes or has infringed any claims of the Patents-in-Suit. Cisco admits that it maintains a location in this district. The remaining allegations in Paragraph 21 of the Complaint contain legal conclusions that require no response. To the extent a

response is required, Cisco denies the remaining allegations in Paragraph 21 of the Complaint.

THE PATENTS-IN-SUIT

22. The Patents-in-Suit include United States Patent Nos. 7,420,952 (“the ’952 patent”), 7,885,243 (“the ’243 patent”), 7,894,385 (“the ’385 patent”), 8,520,691 (“the ’691 patent”), and 11,368,537 (“the ’537 patent”).

Response: Cisco admits that the Complaint purports to set forth a claim for patent infringement arising under the Patent Laws of the United States involving United States Patent Nos. 7,420,952 (“the ’952 patent”), 7,885,243 (“the ’243 patent”), 7,894,385 (“the ’385 patent”), 8,520,691 (“the ’691 patent”), and 11,368,537 (“the ’537 patent”), but denies that there are any factual or legal bases for MeshDynamics’ claims.

23. Each of the Patents-in-Suit is presumed valid under 35 U.S.C. § 282.

Response: Cisco admits that 35 U.S.C. § 282(a) states, in part, that “[a] patent shall be presumed valid.” Cisco denies that the Patents-in-Suit are valid and enforceable.

24. MeshDynamics owns all rights, title, and interest in each of the Patents-in-Suit including the right to recover for all past infringement.

Response: Based upon information and belief, MeshDynamics appears to own rights in at least some of the Patents-in-Suit. Cisco denies the remaining allegations in Paragraph 24 of the Complaint.

25. MeshDynamics has not granted Cisco an approval, an authorization, or a license to any rights under any of the Patents-in-Suit.

Response: Cisco lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 25 of the Complaint and on that basis denies all such allegations.

26. The claimed inventions in the Patents-in-Suit sought to solve problems with, and improve upon, wireless networks. None are directed to the operation of generic computers.

Response: To the extent Paragraph 26 purports to describe the “claimed inventions in

the Patents-in-Suit,” they will be subject to discovery in this case. To the extent a response is required, Cisco denies that the Patents-in-Suit disclose inventions because they are invalid. Cisco denies the remaining allegations in Paragraph 26 of the Complaint.

United States Patent No. 7,490,952

27. The '952 patent, entitled “High performance wireless networks using distributed control,” was duly and legally issued by the United States Patent and Trademark Office (“USPTO”) on September 2, 2008 to inventors Francis daCosta and Sriram Dayanandan.

Response: Cisco admits that the face of the '952 patent indicates that the '952 patent was issued on September 2, 2008 and is titled “High performance wireless networks using distributed control.” Cisco admits that the face of the '952 patent further indicates Francis da Costa and Sriram Dayanandan are the named inventors of the '952 patent. Cisco denies the remaining allegations in Paragraph 27 of the Complaint.

28. The '952 patent is directed to a specific technological improvement in the functioning of wireless networks, including through the implementation of distributed control. The invention presents a concrete and specific solution to technical problems associated with conventional wireless networks, such as inefficient bandwidth allocation, high latency for time-sensitive applications, and single points of failure in centralized network control architectures.

Response: To the extent Paragraph 28 purports to describe “the invention” in the '952 patent, that will be subject to discovery in this case. Cisco denies that the '952 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 28 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 28 of the Complaint.

29. The claims of the '952 patent recite a specific and inventive combination of elements that improve network performance in a manner that was not routine, well-understood or conventional at the time of the '952 patent's inventions. Unlike generic network optimization techniques, the claimed invention enables Access Point (AP) nodes to independently and dynamically adjust relationships with other nodes in response to latency and throughput requirements. This decentralized

execution ensures that the network can self-configure and adapt to changing conditions without requiring costly or impractical centralized management.

Response: To the extent Paragraph 29 purports to describe “the invention” in the ’952 patent, that will be subject to discovery in this case. Cisco denies that the ’952 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 29 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 29 of the Complaint.

30. The ’952 patent’s solution represents a technological advancement over prior art that enhances both network redundancy and scalability. The claims implement distributed algorithms to autonomously determine routing paths, eliminating the need for micromanagement by a centralized access server. The result is a network that self-optimizes for both low-latency and high-throughput applications, balancing performance trade-offs dynamically.

Response: To the extent Paragraph 30 purports to describe “the invention” in the ’952 patent, that will be subject to discovery in this case. Cisco denies that the ’952 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 30 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 30 of the Complaint.

31. The claims specify specific, particularized, unconventional, technical solutions, including, for example, by using algorithms that: (1) adjust routing relationships based on dynamically set latency/throughput constraints; (2) enable self-configuring AP nodes that do not require manual site surveys or pre-installation planning; (3) prevent single points of failure by distributing intelligence among the AP nodes; and (4) implement real-time load balancing through cost-of-connectivity adjustments to ensure optimal data flow and avoid congestion.

Response: To the extent Paragraph 31 purports to describe “the invention” in the ’952 patent, that will be subject to discovery in this case. Cisco denies that the ’952 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 31 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 31 of the Complaint.

32. The '952 patent claims present specific, non-conventional and non-routine technical advancements implementing distributed intelligence in wireless networks in a way that enhances reliability, efficiency, and adaptability.

Response: To the extent Paragraph 32 purports to describe “the invention” in the '952 patent, that will be subject to discovery in this case. Cisco denies that the '952 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 32 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 32 of the Complaint.

United States Patent No. 7,885,243

33. The '243 patent, entitled “High performance wireless networks using distributed control” was duly and legally issued by the USPTO on February 8, 2011 to inventors Francis daCosta and Sriram Dayanandan.

Response: Cisco admits that the face of the '243 patent indicates that the '243 patent was issued on February 8, 2011 and is titled “High performance wireless networks using distributed control.” Cisco admits that the face of the '243 patent further indicates Francis da Costa and Sriram Dayanandan are the named inventors of the '243 patent. Cisco denies the remaining allegations in Paragraph 33 of the Complaint.

34. Like the '952 patent, the claims of the '243 patent address non-conventional and non-routine technical advancements implementing distributed intelligence in wireless networks in a way that enhances reliability, efficiency, and adaptability.

Response: To the extent Paragraph 34 purports to describe “the invention” in the '243 patent, that will be subject to discovery in this case. Cisco denies that the '243 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 34 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 34 of the Complaint.

United States Patent No. 7,894,385

35. The '385 patent, entitled "Mobility extensions for wireless multiple radio mesh," was duly and legally issued by the USPTO on February 22, 2011 to inventors Francis daCosta and Sriram Dayanandan.

Response: Cisco admits that the face of the '385 patent indicates that the '385 patent was issued on February 22, 2011 and is titled "Mobility extensions for wireless multiple radio mesh." Cisco admits that the face of the '385 patent further indicates Francis daCosta and Sriram Dayanandan are the named inventors of the '385 patent. Cisco denies the remaining allegations in Paragraph 35 of the Complaint.

36. The claimed inventions of the '385 patent overcame shortcomings in conventional wireless networking techniques, including the inefficiency of single-radio backhaul networks in handling dynamic mobility scenarios and the inability of conventional wireless mesh networks to effectively transition mobile nodes between parent nodes without excessive latency and performance degradation.

Response: To the extent Paragraph 36 purports to describe "the invention" in the '385 patent, that will be subject to discovery in this case. Cisco denies that the '385 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 36 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 36 of the Complaint.

37. The '385 patent represents a technological advancement over prior art by implementing an intelligent scanning and sampling process that allows for seamless parent node transitions. The invention enhances mobility in wireless mesh networks by ensuring minimal interference, reducing latency, and optimizing throughput for mobile nodes.

Response: To the extent Paragraph 37 purports to describe "the invention" in the '385 patent, that will be subject to discovery in this case. Cisco denies that the '385 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 37 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 37 of the Complaint.

38. The claims of the '385 patent recite a specific and inventive combination of elements that improve wireless mesh network performance in a manner that was not routine, well-understood or conventional at the time. Unlike generic mobility solutions, the claimed invention enables each mobile mesh node to dynamically adjust its routing based on real-time sampling and scanning of parent nodes while avoiding packet loss and maintaining network performance.

Response: To the extent Paragraph 38 purports to describe “the invention” in the '385 patent, that will be subject to discovery in this case. Cisco denies that the '385 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 38 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 38 of the Complaint.

39. The claims of the '385 patent specify particularized, non-conventional technical means for achieving improved mobility, including for example: (1) implementing dedicated scanning radios that operate on distinct channels to detect optimal parent nodes without disrupting ongoing communications; (2) utilizing relay radios that operate independently on separate uplink and downlink channels to minimize contention and optimize network throughput; (3) coordinating packet buffering and controlled sampling intervals to prevent network degradation during parent node selection; and (4) enabling improved handoff of mobile mesh nodes between parent nodes.

Response: To the extent Paragraph 39 purports to describe “the invention” in the '385 patent, that will be subject to discovery in this case. Cisco denies that the '385 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 39 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 39 of the Complaint.

40. The '385 patent claims present specific technical, non-conventional and non-routine advancements implementing distributed intelligence in wireless networks in a way that enhances mobility, efficiency, and adaptability.

Response: To the extent Paragraph 40 purports to describe “the invention” in the '385 patent, that will be subject to discovery in this case. Cisco denies that the '385 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 40 of the Complaint

contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 40 of the Complaint.

United States Patent No. 8,520,691

41. The '691 patent, entitled "Persistent Mesh for isolated mobile and temporal networking," was duly and legally issued by the USPTO on August 27, 2013 to inventors Francis daCosta and Sriram Dayanandan.

Response: Cisco admits that the face of the '691 patent indicates that the '691 patent was issued on August 27, 2013 and is titled "Persistent Mesh for isolated mobile and temporal networking." Cisco admits that the face of the '691 patent further indicates Francis daCosta and Sriram Dayanandan are the named inventors of the '691 patent. Cisco denies the remaining allegations in Paragraph 41 of the Complaint.

42. The '691 patent is directed to a specific technological improvement in the functioning of wireless mesh networks, particularly through the implementation of a persistent, structured mesh architecture that enables adaptive reconfiguration of network topology when nodes become isolated. The invention of the '691 patent presents a concrete solution to technical problems associated with conventional wireless networks, such as lack of resilience in wireless networks.

Response: To the extent Paragraph 42 purports to describe "the invention" in the '691 patent, that will be subject to discovery in this case. Cisco denies that the '691 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 42 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 42 of the Complaint.

43. The '691 patent's solution represents a technological advancement over prior art by introducing a structured, persistent mesh networking architecture that enhances network resilience, supports dynamic reconfiguration, and provides distributed network services, such as Dynamic Host Configuration Protocol ("DHCP"), even in isolated conditions. The claims of the '691 patent recite a specific and inventive combination of elements that improve wireless mesh network performance in a manner that was not routine, well-understood or conventional at the time.

Response: To the extent Paragraph 43 purports to describe "the invention" in the '691

patent, that will be subject to discovery in this case. Cisco denies that the '691 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 43 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 43 of the Complaint.

44. The claims of the '691 patent specify particularized, non-conventional technical means for achieving this outcome, including, for example, by using structured topology management that: (1) dynamically assigns root node status when no external connection is available; (2) enables isolated nodes to provide distributed network services such as DHCP; (3) supports adaptive reattachment to the main network upon reconnection; (4) employs distinct uplink and downlink channels to minimize interference and improve communication efficiency.

Response: To the extent Paragraph 44 purports to describe “the invention” in the '691 patent, that will be subject to discovery in this case. Cisco denies that the '691 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 44 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 44 of the Complaint.

45. The '691 patent claims present specific technical, non-conventional and non-routine advancements implementing distributed intelligence in wireless networks in a way that enhances mobility, efficiency, and adaptability.

Response: To the extent Paragraph 45 purports to describe “the invention” in the '691 patent, that will be subject to discovery in this case. Cisco denies that the '691 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 45 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 45 of the Complaint.

United States Patent No. 11,368,537

46. The '537 patent, entitled “High performance wireless network,” was duly and legally issued by the USPTO on June 21, 2022 to inventors Francis daCosta and Sriram Dayanandan.

Response: Cisco admits that the face of the '537 patent indicates that the '537 patent

was issued on June 21, 2022 and is titled “High performance wireless network.” Cisco admits that the face of the ’537 patent further indicates Francis daCosta and Sriram Dayanandan are the named inventors of the ’537 patent. Cisco denies the remaining allegations in Paragraph 46 of the Complaint.

47. The ’537 patent is directed to a specific technological improvement that enhances network scalability, redundancy, and performance.

Response: To the extent Paragraph 47 purports to describe “the invention” in the ’537 patent, that will be subject to discovery in this case. Cisco denies that the ’537 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 47 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 47 of the Complaint.

48. The claims of the ’537 patent recite a specific and inventive combination of elements that operate together in an unconventional manner to improve wireless mesh network functionality that was not routine, well-understood or conventional at the time. Unlike traditional and generic networking approaches that rely on static routing or centralized control, the claimed invention allows mesh access point (MAP) nodes to autonomously select an optimal parent node based on predefined selection criteria, such as latency, throughput, and signal strength. This decentralized, adaptive execution ensures robust network performance without the need for constant manual reconfiguration or reliance on a single point of failure.

Response: To the extent Paragraph 48 purports to describe “the invention” in the ’537 patent, that will be subject to discovery in this case. Cisco denies that the ’537 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 48 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 48 of the Complaint.

49. The ’537 patent claims present specific technical, non-conventional and non-routine advancements implementing distributed intelligence in wireless networks in a way that enhances mobility, efficiency, and adaptability.

Response: To the extent Paragraph 49 purports to describe “the invention” in the ’537

patent, that will be subject to discovery in this case. Cisco denies that the '537 patent discloses inventions because it is invalid. The remaining allegations in Paragraph 49 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies the remaining allegations in Paragraph 49 of the Complaint.

Pre-Suit Communications

50. MeshDynamics met (multiple times) with Cisco in or around 2009 to discuss a potential partnership for wireless mesh networking technology. Those discussions included senior Cisco decision makers, including Cisco's then-Senior Director and CTO. At least some of those discussions also included two of Cisco's venture capital representatives.

Response: Cisco has insufficient knowledge or information to admit or deny the allegations in Paragraph 50 of the Complaint and on that basis denies all such allegations, including any characterizations.

51. During the course of the discussions, MeshDynamics disclosed at least one presentation with a detailed description of its technology and specific identification of its key intellectual property, including the '952 patent, and then-pending patent applications, which matured into several of the Patents-in-Suit. For example, the presentation included discussion and identification of Application No.: 12/154,155, which was published in 2009 and issued in 2011 as the '243 patent, and Application No.: 11/818,889, which issued in 2011 as the '385 patent.

Response: Cisco has insufficient knowledge or information to admit or deny the allegations in Paragraph 51 of the Complaint and on that basis denies all such allegations, including any characterizations.

52. The discussions between the parties included the applicability of the then-patented (and patent-pending) technology to Cisco, its business, and its products including then-existing product lines. The parties discussed how the patented technology was fundamental and essential to Cisco's emerging mesh product lines.

Response: To the extent Paragraph 52 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. To the extent a response is required, Cisco has insufficient knowledge or information to

admit or deny the allegations in Paragraph 52 of the Complaint and on that basis denies all such allegations, including any characterizations.

53. The implementation details discussed have become integral components in Cisco's mesh Wi-Fi devices and solutions.

Response: To the extent Paragraph 53 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the Patents-in-Suit and denies that any Patent-in-Suit is an integral component of any accused product. Cisco has insufficient knowledge or information to admit or deny the remainder of the allegations in Paragraph 53 of the Complaint and on that basis denies all such allegations, including any characterizations.

54. On or about June 22, 2022, Mr. Francis daCosta sent a letter ("the 2022 Notice Letter") to Mr. Charles H. Robbins by FedEx and e-mail in his capacity as Cisco's CEO, placing Cisco on actual notice of its infringement of all Patents-in-Suit in relation to at least Cisco's Mesh Wi-Fi equipment/solutions and the deployment, management, and enablement of its customers' infringing mesh Wi-Fi networks.

Response: The allegations in Paragraph 54 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies that it was placed on actual notice of the alleged infringement of all of the Patents-in-Suit or its customers' alleged infringement and further denies that it infringes or has infringed any claims of the Patents-in-Suit. Cisco lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 54 of the Complaint and, on that basis, denies them.

55. On information and belief, Cisco and Mr. Robbins received the 2022 Notice Letter on or about June 22, 2022.

Response: Cisco denies that Mr. Robbins received a physical or electronic copy of the alleged 2022 Notice Letter, but admits that the physical letter was delivered to Cisco's physical address and that the electronic letter was delivered to Cisco electronically.

56. On information and belief, at all times from June 22, 2022, to the filing of this Complaint, Mr. Robbins has been a duly appointed officer of Cisco, holding the office of CEO.

Response: Cisco admits that Charles H. Robbins has been the CEO of Cisco from June 22, 2022 to the filing of the Complaint.

57. Neither Cisco nor Mr. Robbins ever responded to the 2022 Notice Letter.

Response: Admitted.

58. Despite Cisco's full knowledge of MeshDynamics' patents and their applicability to the Cisco Accused Products, Cisco has never taken a license.

Response: Denied.

CLAIMS FOR RELIEF

Count I – Infringement of United States Patent No. 7,420,952

59. MeshDynamics repeats, realleges, and incorporates by reference, as if fully set forth here, the allegations of the preceding paragraphs above.

Response: Cisco denies all allegations and characterizations in Paragraphs 1-58 of the Complaint unless expressly admitted.

60. Cisco (or those acting on its behalf) has made, used, offered for sale, sold, and/or imported products, including at least the Cisco Accused Products, that infringe (either literally or under the doctrine of equivalents) at least claim 1 of the '952 patent in violation of 35 U.S.C. § 271(a). A comparison of claim 1 of the '952 patent to representative Cisco Accused Products is attached as Exhibit 6, the contents of which MeshDynamics incorporates by reference, as if fully set forth here.

Response: The allegations in Paragraph 60 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claim of the '952 patent, directly, literally, and/or under the doctrine of equivalents. Cisco admits that attached to the Complaint as Exhibit 6 is what purports to be a claim chart mapping claim 1 of the '952 patent to various documents, but denies that it

demonstrates infringement by Cisco. Cisco denies the remaining allegations of Paragraph 60 of the Complaint.

61. With knowledge of the '952 patent, Cisco has also indirectly infringed, and continues to indirectly infringe, claims of the '952 patent by actively inducing the direct infringement by third parties such as its customers and/or other end-users of the Cisco Accused Products under 35 U.S.C. § 271(b).

Response: The allegations in Paragraph 61 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '952 patent. Cisco denies the remaining allegations of Paragraph 61 of the Complaint.

62. Since at least 2019, Cisco knowingly encouraged, and continues to encourage, its customers and/or other end-users to directly infringe one or more claims of the '952 patent, including by Cisco's actions that include, without limitation, instructing and encouraging its customers and/or other end-users to use the Cisco Accused Products in an infringing manner through the offering, publishing, distribution, and propagation of, user guides, advertisements, blog posts, live events, promotional materials, and Technical Assistance Center technical support services.²

Response: To the extent Paragraph 62 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. Cisco states that the documents or webpages cited by MeshDynamics are the best source of

²See, e.g., <https://www.cisco.com/c/dam/en/us/td/docs/wireless/controller/9800/17-1/deployment-guide/c9800-mesh-rel-17-1.pdf>;
<https://www.cisco.com/c/en/us/td/docs/wireless/controller/6-0/configuration/guide/Controller60CG.pdf>;
https://www.cisco.com/c/en/us/td/docs/wireless/controller/8-9/config-guide/b_cg89.pdf;
<https://www.cisco.com/c/en/us/td/docs/wireless/technology/mesh/8-0/design/guide/mesh80.html>;
https://www.cisco.com/c/en/us/td/docs/wireless/controller/technotes/8-8/b_mesh_88.html;
https://www.cisco.com/c/en/us/td/docs/wireless/controller/8-5/Enterprise-Mobility-8-5-Design-Guide/Enterprise_Mobility_8-5_Deployment_Guide.pdf;
<https://www.cisco.com/site/us/en/products/networking/wireless/access-points/catalyst-9100-series/index.html>; <https://community.cisco.com/t5/wireless/cisco-aironet-1530-series-outdoor-access-point/td-p/3016219>; <https://www.ciscolive.com/c/dam/r/ciscolive/global-event/docs/2024/pdf/BRKEWN-2306.pdf>;
<https://www.cisco.com/c/en/us/products/collateral/wireless/catalyst-9100ax-access-points/nb-06-cat9136-access-point-ds-cte-en.html>

their full content and context and denies any characterization by MeshDynamics. The allegations in Paragraph 62 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '952 patent. Cisco denies the remaining allegations of Paragraph 62 of the Complaint.

63. Cisco also induces direct infringement by its sales and advertisement of “Cisco Services” which assist its customers and/or other end users to “plan, deploy, manage, and support” the Cisco Accused Products.

Response: To the extent Paragraph 63 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. The allegations in Paragraph 63 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '952 patent. Cisco denies the remaining allegations of Paragraph 63 of the Complaint.

64. Cisco also instructs and continues to instruct customers and/or other end-users to use Cisco Accused Products including, without limitation, through Cisco’s website, which provides access to, and support for, using Cisco Accused Products.³

Response: To the extent Paragraph 64 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. Cisco states that the documents or webpages cited by MeshDynamics are the best source of their full content and context and denies any characterization by MeshDynamics. The allegations in Paragraph 64 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '952 patent. Cisco denies the remaining allegations of Paragraph 64 of the Complaint.

65. On information and belief, at least since Cisco’s first knowledge of the '952 patent, Cisco understood that the acts Cisco induced its customers and/or other end-users to take are actions that constitute patent infringement and that Cisco’s encouraging

³ See *id.*

acts resulted in direct infringement of one or more claims of the '952 patent by those customers and/or other end-users performing each step of one or more methods recited in those claims including at least claim 1.

Response: The allegations in Paragraph 65 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '952 patent. Cisco denies the remaining allegations in Paragraph 65 of the Complaint.

66. On information and belief, Cisco's customers and/or other end-users directly infringe one or more claims of the '952 patent through their use of the Cisco Accused Products in accordance with Cisco's instruction and encouragement. Upon information and belief, Cisco knew that those acts would constitute infringement and acted with the intent to encourage such infringement. Alternatively, Cisco was willfully blind to that fact because of deliberately avoiding learning of the infringement despite knowing that there is a high probability that the use by its customers and/or other end-users would constitute direct infringement.

Response: The allegations in Paragraph 66 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '952 patent. Cisco denies the remaining allegations in Paragraph 66 of the Complaint.

67. The components of the Cisco Accused Products are specifically configured to function in accordance with the '952 patent claims and are material parts of the invention.

Response: The allegations in Paragraph 67 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '952 patent. Cisco denies the remaining allegations in Paragraph 67 of the Complaint.

68. In addition, as of the service of this Complaint, Cisco knows of the '952 patent, the alleged acts of direct infringement, and Cisco's role in encouraging those acts of infringement. Its continuation of the above-referenced acts of inducement violates 35 U.S.C. § 271(b).

Response: Cisco admits that it has had knowledge of the '952 patent since the service

of this Complaint. The remaining allegations in Paragraph 68 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '952 patent. Cisco denies the remaining allegations in Paragraph 68 of the Complaint.

69. Cisco has violated and continues to violate 35 U.S.C. § 271(c) because: (1) its customers and/or other end-users directly infringe at least claim 1 of the '952 patent by using Cisco Accused Products to meet each limitation of claim 1 as demonstrated in Exhibit 6; (2) at least as early as 2019 Cisco knew that the combination of the components of Cisco Accused Products, which are designed and configured to interoperate as integrated networks, were both patented and infringed one or more claims of the '952 patent, including claim 1 of the '952 patent; (3) the components of Cisco Accused Products are specifically configured to function in accordance with the '952 patent's claims and are material parts of the invention.

Response: The allegations in Paragraph 69 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '952 patent. Cisco denies the remaining allegations in Paragraph 69 of the Complaint.

70. In violation of 35 U.S.C. § 271(c), Cisco's contributory infringement includes offering to sell or selling within the United States, or importing into the United States, components of the patented invention, and/or a material or apparatus for use in practicing at least claim 1 of the '952 patent, constituting a material part of the invention. Cisco knows and has known the same to be especially made or especially adapted for use in an infringement of the '952 patent, and such components are not a staple article or commodity of commerce suitable for substantial non-infringing use. For example, on information and belief, Cisco Accused Products are not staple articles and are not a commodity of commerce suitable for substantial non-infringing use, at least because the Cisco Accused Products are components of integrated networks, the interoperation of which infringes at least claim 1 of the '952 patent. The Cisco Accused Products are especially made or especially adapted for use in an infringement of the '952 patent, because they are designed to use a wireless mesh network in a manner claimed by the '952 patent, and are not capable of substantial non-infringing use.

Response: The allegations in Paragraph 70 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes

or has infringed any claims of the '952 patent. Cisco denies the remaining allegations in Paragraph 70 of the Complaint.

71. In addition, as of the service of this Complaint, Cisco knows of the '952 patent, the alleged acts of direct infringement, Cisco's role in selling, offering to sell, or importing the components that are material parts of the patented invention, and that those components were specially made for or adapted for use in an infringing manner. Its continuation of the above-referenced acts of sale, offering for sale, or importation also violate 35 U.S.C. § 271(c).

Response: The allegations in Paragraph 71 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '952 patent. Cisco denies the remaining allegations in Paragraph 71 of the Complaint.

72. MeshDynamics (and any predecessors and/or licensees) complied with 35 U.S.C. § 287 during the relevant time period because those entities did not make, offer for sale, sell or import into the United States any products that practice the '952 patent during the relevant time period or were not otherwise required to mark. To the extent that any products are found to have practiced the '952 patent, MeshDynamics complied with § 287 by marking its products using the Internet and affixing the patent number to instructions, guides and warranties that were provided with products sold at the point-of-sale.

Response: The allegations in Paragraph 72 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco has insufficient knowledge or information to admit or deny the allegations of Paragraph 72 of the Complaint and on that basis denies all such allegations.

73. Cisco's past and ongoing direct infringement and indirect infringement was and is intentional, deliberate, willful, and malicious.

Response: The allegations in Paragraph 73 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '952 patent. Cisco denies the remaining allegations in Paragraph 73 of the Complaint.

74. MeshDynamics has been damaged by Cisco's direct and indirect infringement and is suffering, and will continue, to suffer irreparable harm and damages as a result of that infringement.

Response: The allegations in Paragraph 74 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '952 patent. Cisco denies the remaining allegations in Paragraph 74 of the Complaint.

Count II – Infringement of United States Patent No. 7,885,243

75. MeshDynamics repeats, realleges, and incorporates by reference, as if fully set forth here, the allegations of the preceding paragraphs above.

Response: Cisco denies all allegations and characterizations in Paragraphs 1-74 of the Complaint unless expressly admitted.

76. Cisco (or those acting on its behalf) has made, used, offered for sale, sold, and/or imported products, included at least the Cisco Accused Products that infringe (either literally or under the doctrine of equivalents) one or more claims of the '243 patent in violation of 35 U.S.C. § 271(a), including claim 12. A comparison of claim 12 of the '243 patent to representative Cisco Accused Products is attached as Exhibit 7, the contents of which MeshDynamics incorporates by reference, as if fully set forth here.

Response: The allegations in Paragraph 76 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claim of the '243 patent, directly, literally, and/or under the doctrine of equivalents. Cisco admits that attached to the Complaint as Exhibit 7 is what purports to be a claim chart mapping claim 12 of the '243 patent to various documents, but denies that it demonstrates infringement by Cisco. Cisco denies the remaining allegations of Paragraph 76 of the Complaint.

77. Cisco has also indirectly infringed claims of the '243 patent by actively inducing the direct infringement by third parties such as its customers and/or other end-users of the Cisco Accused Products under 35 U.S.C. § 271(b).

Response: The allegations in Paragraph 77 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '243 patent. Cisco denies the remaining allegations of Paragraph 77 of the Complaint.

78. Since at least 2019, Cisco knowingly encouraged its customers and/or other end-users to directly infringe one or more claims of the '243 patent, including by Cisco's actions that include, without limitation, instructing and encouraging its customers and/or other end-users to use the Cisco Accused Products in an infringing manner through the offering, publishing, distribution, and propagation of, user guides, advertisements, blog posts, live events, promotional materials, and Technical Assistance Center technical support services.⁴

Response: To the extent Paragraph 78 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. Cisco states that the documents or webpages cited by MeshDynamics are the best source of their full content and context and denies any characterization by MeshDynamics. The allegations in Paragraph 78 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '243 patent. Cisco denies the remaining allegations of Paragraph 78 of the Complaint.

79. Cisco also induces direct infringement by its sales and advertisement of "Cisco Services" which assist its customers and/or other end users to "plan, deploy, manage, and support" the Cisco Accused Products.

Response: To the extent Paragraph 79 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. The allegations in Paragraph 79 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '243 patent. Cisco denies the remaining allegations of Paragraph 79 of the

⁴ See *id.*

Complaint.

80. Cisco also instructed its customers and/or other end-users to use Cisco Accused Products including, without limitation, through Cisco's website, which provides access to, and support for, using Cisco Accused Products.⁵

Response: To the extent Paragraph 80 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. Cisco states that the documents or webpages cited by MeshDynamics are the best source of their full content and context and denies any characterization by MeshDynamics. The allegations in Paragraph 80 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '243 patent. Cisco denies the remaining allegations of Paragraph 80 of the Complaint.

81. On information and belief, at least since Cisco's first knowledge of the '243 patent, Cisco understood that the acts Cisco induced its customers and/or other end-users to take were actions that constituted patent infringement and that Cisco's encouraging acts resulted in direct infringement of one or more claims of the '243 patent by those customers' and/or other end-users' making and/or using of the wireless mesh networks recited in those claims, including at least claim 12.

Response: The allegations in Paragraph 81 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '243 patent. Cisco denies the remaining allegations in Paragraph 81 of the Complaint.

82. On information and belief, Cisco's customers and/or other end-users directly infringed one or more claims of the '243 patent through their making and/or use of the Cisco Accused Products in accordance with Cisco's instruction and encouragement. Upon information and belief, Cisco knew that those acts would constitute infringement and acted with the intent to encourage such infringement. Alternatively, Cisco was willfully blind to that fact because deliberately avoiding learning of the infringement despite knowing that there is a high probability that the use by its customers and other end-users would constitute direct infringement.

⁵ See *id.*

Response: The allegations in Paragraph 82 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '243 patent. Cisco denies the remaining allegations in Paragraph 82 of the Complaint.

83. The components of Cisco Accused Products were and are specifically configured to function in accordance with the '243 patent claims and are material parts of the invention.

Response: The allegations in Paragraph 83 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '243 patent. Cisco denies the remaining allegations in Paragraph 83 of the Complaint.

84. In addition, as of the service of this Complaint, Cisco knows of the '243 patent, the alleged acts of direct infringement, and Cisco's role in encouraging those acts of infringement. Its continuation of the above-referenced acts of inducement violates 35 U.S.C. § 271(b).

Response: Cisco admits that it has had knowledge of the '243 patent since the service of this Complaint. The remaining allegations in Paragraph 84 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '243 patent. Cisco denies the remaining allegations in Paragraph 84 of the Complaint.

85. Cisco has violated 35 U.S.C. § 271(c) because: (1) its customers and/or other end-users directly infringed at least claim 12 of the '243 patent by making and using Cisco Accused Products to meet each limitation of claim 12 as demonstrated in Exhibit 7; (2) at least as early as 2019 Cisco knew that the combination of the components of Cisco Accused Products, which are designed and configured to interoperate as integrated networks, were both patented and infringed one or more claims of the '243 patent, including claim 12 of the '243 patent; (3) the components of Cisco Accused Products were and are specifically configured to function in accordance with the '243 patent's claims, are material parts of the invention.

Response: The allegations in Paragraph 85 of the Complaint contain legal conclusions

that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '243 patent. Cisco denies the remaining allegations in Paragraph 85 of the Complaint.

86. In violation of 35 U.S.C. § 271(c), Cisco's contributory infringement included offering to sell or selling within the United States, or importing into the United States, components of the patented invention, and/or a material or apparatus for use in practicing at least claim 12 of the '243 patent, constituting a material part of the invention. Cisco knows and has known the same to be especially made or especially adapted for use in an infringement of the '243 patent, and such components are not a staple article or commodity of commerce suitable for substantial non-infringing use. For example, on information and belief, Cisco Accused Products are not staple articles and are not a commodity of commerce suitable for substantial non-infringing use, at least because the Cisco Accused Products are components of integrated networks, the interoperation of which infringes at least claim 12 of the '243 patent. The Cisco Accused Products were and are especially made or especially adapted for use in an infringement of the '243 patent, because they are designed to form a wireless mesh network in a manner claimed by the '243 patent, and are not capable of substantial non-infringing use.

Response: The allegations in Paragraph 86 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '243 patent. Cisco denies the remaining allegations in Paragraph 86 of the Complaint.

87. In addition, as of the service of this Complaint, Cisco knows of the '243 patent, the alleged acts of direct infringement, Cisco's role in selling, offering to sell, or importing the components that are material parts of the patented invention, and that those components were specially made for or adapted for use in an infringing manner. Its continuation of the above-referenced acts of sale, offering for sale, or importation also violate 35 U.S.C. § 271(c).

Response: The allegations in Paragraph 87 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '243 patent. Cisco denies the remaining allegations in Paragraph 87 of the Complaint.

88. MeshDynamics (and any predecessors and/or licensees) complied with 35 U.S.C. § 287 during the relevant time period because those entities did not make, offer for

sale, sell or import into the United States any products that practice the '243 patent during the relevant time period or were not otherwise required to mark. To the extent that any products are found to have practiced the '243 patent, MeshDynamics complied with § 287 by marking its products using the Internet and affixing the patent number to instructions, guides and warranties that were provided with products sold at the point-of-sale.

Response: The allegations in Paragraph 88 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco has insufficient knowledge or information to admit or deny the allegations of Paragraph 88 of the Complaint and on that basis denies all such allegations.

89. Cisco's direct infringement and indirect infringement was and is intentional, deliberate, willful, and malicious.

Response: The allegations in Paragraph 89 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '243 patent. Cisco denies the remaining allegations in Paragraph 89 of the Complaint.

90. MeshDynamics has been damaged by Cisco's direct and indirect infringement and has suffered, and continues to suffer, irreparable harm and damages as a result of that infringement.

Response: The allegations in Paragraph 90 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '243 patent. Cisco denies the remaining allegations in Paragraph 90 of the Complaint.

Count III – Infringement of United States Patent No. 7,894,385

91. MeshDynamics repeats, realleges, and incorporates by reference, as if fully set forth here, the allegations of the preceding paragraphs above.

Response: Cisco denies all allegations and characterizations in Paragraphs 1-90 of the Complaint unless expressly admitted.

92. Cisco (or those acting on its behalf) has made, used, offered for sale, sold, and/or imported products, including at least the Cisco Accused Products, that infringe (either literally or under the doctrine of equivalents) one or more claims of the '385 patent in violation of 35 U.S.C. § 271(a), including claim 2. A comparison of claim 2 of the '385 patent to representative Cisco Accused Products is attached as Exhibit 8, the contents of which MeshDynamics incorporates by reference, as if fully set forth here.

Response: The allegations in Paragraph 92 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claim of the '385 patent, directly, literally, and/or under the doctrine of equivalents. Cisco admits that attached to the Complaint as Exhibit 8 is what purports to be a claim chart mapping claim 2 of the '385 patent to various documents, but denies that it demonstrates infringement by Cisco. Cisco denies the remaining allegations of Paragraph 92 of the Complaint.

93. Cisco has also indirectly infringed, and continues to indirectly infringe, claims of the '385 patent by actively inducing the direct infringement by third parties such as its customers and/or other end-users of the Cisco Accused Products under 35 U.S.C. § 271(b).

Response: The allegations in Paragraph 93 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '385 patent. Cisco denies the remaining allegations of Paragraph 93 of the Complaint.

94. Since at least 2019, Cisco knowingly encouraged, and continues to encourage, its customers and/or other end-users to directly infringe one or more claims of the '385 patent, including by Cisco's actions that include, without limitation, instructing and encouraging its customers and/or other end-users to use the Cisco Accused Products in an infringing manner through the offering, publishing, distribution, and propagation of, user guides, advertisements, blog posts, live events, promotional materials, and Technical Assistance Center technical support services.⁶

Response: To the extent Paragraph 94 purports to describe Cisco products and/or

⁶ See *id.*

services, the functionality of relevant products and services will be subject to discovery in this case. Cisco states that the documents or webpages cited by MeshDynamics are the best source of their full content and context and denies any characterization by MeshDynamics. The allegations in Paragraph 94 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '385 patent. Cisco denies the remaining allegations of Paragraph 94 of the Complaint.

95. Cisco also induces the direct infringement by its sales and advertisement of “Cisco Services” which assist its customers and/or other end users to “plan, deploy, manage, and support” the Cisco Accused Products.

Response: To the extent Paragraph 95 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. The allegations in Paragraph 95 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '385 patent. Cisco denies the remaining allegations of Paragraph 95 of the Complaint.

96. Cisco also instructs and continues to instruct customers and/or other end-users to use Cisco Accused Products including, without limitation, through Cisco’s website, which provides access to, and support for, using Cisco Accused Products.⁷

Response: To the extent Paragraph 96 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. Cisco states that the documents or webpages cited by MeshDynamics are the best source of their full content and context and denies any characterization by MeshDynamics. The allegations in Paragraph 96 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '385

⁷ See *id.*

patent. Cisco denies the remaining allegations of Paragraph 96 of the Complaint.

97. On information and belief, at least since Cisco's first knowledge of the '385 patent, Cisco understood that the acts Cisco induced its customers and/or other end-users to take are actions that constitute patent infringement and that Cisco's encouraging acts resulted in direct infringement of one or more claims of the '385 patent by those customers and/or other end-users making and using the mesh networks recited in those claims including at least claim 2.

Response: The allegations in Paragraph 97 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '385 patent. Cisco denies the remaining allegations in Paragraph 97 of the Complaint.

98. Cisco's customers and/or other end-users directly infringe one or more claims of the '385 patent through their use of the Cisco Accused Products in accordance with Cisco's instruction and encouragement. Upon information and belief, Cisco knew that those acts would constitute infringement and acted with the intent to encourage such infringement. Alternatively, Cisco was willfully blind to that fact because of deliberately avoiding learning of the infringement despite knowing that there is a high probability that the use by its customers and/or other end-users would constitute direct infringement.

Response: The allegations in Paragraph 98 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '385 patent. Cisco denies the remaining allegations in Paragraph 98 of the Complaint.

99. The components of Cisco Accused Products are specifically configured to function in accordance with the '385 patent claims and are material parts of the invention.

Response: The allegations in Paragraph 99 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '385 patent. Cisco denies the remaining allegations in Paragraph 99 of the Complaint.

100. In addition, as of the service of this Complaint, Cisco knows of the '385 patent, the alleged acts of direct infringement, and Cisco's role in those acts of infringement.

Its continuation of the above-referenced acts of active inducement also violates 35 U.S.C. § 271(b).

Response: Cisco admits that it has had knowledge of the '385 patent since the service of this Complaint. The remaining allegations in Paragraph 100 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '385 patent. Cisco denies the remaining allegations in Paragraph 100 of the Complaint.

101. Cisco has violated and continues to violate 35 U.S.C. § 271(c) because: (1) its customers and end-users directly infringe at least claim 2 of the '385 patent by making and using Cisco Accused Products to meet each limitation of claim 2 as demonstrated in Exhibit 8; (2) at least as early as 2019 Cisco knew that the combination of the components of Cisco Accused Products, which are designed and configured to interoperate as integrated networks, were both patented and infringed one or more claims of the '385 patent, including claim 2 of the '385 patent; (3) the components of Cisco Accused Products are specifically configured to function in accordance with the '385 patent's claims and are material parts of the invention.

Response: The allegations in Paragraph 101 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '385 patent. Cisco denies the remaining allegations in Paragraph 101 of the Complaint.

102. In violation of 35 U.S.C. § 271(c), Cisco's contributory infringement includes offering to sell or selling within the United States, or importing into the United States, components of the patented invention of, and/or a material or apparatus for use in practicing at least claim 2 of the '385 patent, constituting a material part of the invention. Cisco knows and has known the same to be especially made or especially adapted for use in an infringement of the '385 patent, and such components are not a staple article or commodity of commerce suitable for substantial non-infringing use. For example, on information and belief, Cisco Accused Products are not staple articles and are not a commodity of commerce suitable for substantial non-infringing use, at least because the Cisco Accused Products are components of integrated networks, the interoperation of which infringes at least claim 2 of the '385 patent. The Cisco Accused Products are especially made or especially adapted for use in an infringement of the '385 patent, because they comprise the mesh networks claimed by the '385 patent, and are not capable of substantial non-infringing use.

Response: The allegations in Paragraph 102 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '385 patent. Cisco denies the remaining allegations in Paragraph 102 of the Complaint.

103. In addition, as of the service of this Complaint, Cisco knows of the '385 patent, the alleged acts of direct infringement, Cisco's role in selling, offering to sell, or importing the components that are material parts of the patented invention, and that those components were specially made for or adapted for use in an infringing manner. Its continuation of the above-referenced acts of sale, offering for sale, or importation also violate 35 U.S.C. § 271(c).

Response: The allegations in Paragraph 103 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '385 patent. Cisco denies the remaining allegations in Paragraph 103 of the Complaint.

104. MeshDynamics (and any predecessors and/or licensees) complied with 35 U.S.C. § 287 during the relevant time period because those entities did not make, offer for sale, sell or import into the United States any products that practice the '385 patent during the relevant time period or were not otherwise required to mark. To the extent that any products are found to have practiced the '385 patent, MeshDynamics complied with § 287 by marking its products using the Internet and affixing the patent number to instructions, guides and warranties that were provided with products sold at the point-of-sale.

Response: The allegations in Paragraph 104 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco has insufficient knowledge or information to admit or deny the allegations of Paragraph 104 of the Complaint and on that basis denies all such allegations.

105. Cisco's past and ongoing direct infringement and indirect infringement was and is intentional, deliberate, willful, and malicious.

Response: The allegations in Paragraph 105 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies that it infringes

or has infringed any claims of the '385 patent. Cisco denies the remaining allegations in Paragraph 105 of the Complaint.

106. MeshDynamics has been damaged by Cisco's direct and indirect infringement and is suffering, and will continue to suffer, irreparable harm and damages as a result of that infringement. MeshDynamics will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until Cisco is enjoined from infringing the claims of the '385 patent.

Response: The allegations in Paragraph 106 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '385 patent. Cisco denies the remaining allegations in Paragraph 106 of the Complaint.

Count IV – Infringement of United States Patent No. 8,520,691

107. MeshDynamics repeats, realleges, and incorporates by reference, as if fully set forth here, the allegations of the preceding paragraphs above.

Response: Cisco denies all allegations and characterizations in Paragraphs 1-106 of the Complaint unless expressly admitted.

108. Cisco (or those acting on its behalf) has made, used, offered for sale, sold, and/or imported products, including at least the Cisco Accused Products, that infringe (either literally or under the doctrine of equivalents) one or more claims of the '691 patent in violation of 35 U.S.C. § 271(a), including claim 1. A comparison of claim 1 of the '691 patent to representative Cisco Accused Products is attached as Exhibit 9, the contents of which MeshDynamics incorporates by reference, as if fully set forth here.

Response: The allegations in Paragraph 108 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claim of the '691 patent, directly, literally, and/or under the doctrine of equivalents. Cisco admits that attached to the Complaint as Exhibit 9 is what purports to be a claim chart mapping claim 1 of the '691 patent to various documents, but denies that it demonstrates infringement by Cisco. Cisco denies the remaining allegations of Paragraph 108 of

the Complaint.

109. Cisco has also indirectly infringed, and continues to indirectly infringe, claims of the '691 patent by actively inducing the direct infringement by third parties such as its customers and/or other end-users of the Cisco Accused Products under 35 U.S.C. § 271(b).

Response: The allegations in Paragraph 109 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '691 patent. Cisco denies the remaining allegations of Paragraph 109 of the Complaint.

110. Since at least 2022, Cisco knowingly encouraged, and continues to encourage, its customers and/or other end-users to directly infringe one or more claims of the '691 patent, including by Cisco's actions that include, without limitation, instructing and encouraging its customers and/or other end-users to use the Cisco Accused Products in an infringing manner through the offering, publishing, distribution, and propagation of, user guides, advertisements, blog posts, live events, promotional materials, and Technical Assistance Center technical support services.⁸

Response: To the extent Paragraph 110 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. Cisco states that the documents or webpages cited by MeshDynamics are the best source of their full content and context and denies any characterization by MeshDynamics. The allegations in Paragraph 110 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '691 patent. Cisco denies the remaining allegations of Paragraph 110 of the Complaint.

111. Cisco also induces the direct infringement by its sales and advertisement of "Cisco Services" which assist its customers and/or other end users to "plan, deploy, manage, and support" the Cisco Accused Products.

Response: To the extent Paragraph 111 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this

⁸ See *id.*

case. The allegations in Paragraph 111 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '691 patent. Cisco denies the remaining allegations of Paragraph 111 of the Complaint.

112. Cisco also instructs and continues to instruct customers and/or other end-users to use Cisco Accused Products including, without limitation, through Cisco's website, which provides access to, and support for, using Cisco Accused Products.⁹

Response: To the extent Paragraph 112 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. Cisco states that the documents or webpages cited by MeshDynamics are the best source of their full content and context and denies any characterization by MeshDynamics. The allegations in Paragraph 112 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '691 patent. Cisco denies the remaining allegations of Paragraph 112 of the Complaint.

113. On information and belief, at least since Cisco's first knowledge of the '691 patent, Cisco understood that the acts Cisco induced its customers and/or other end-users to take are actions that constitute patent infringement and that Cisco's encouraging acts resulted in direct infringement of one or more claims of the '691 patent by those customers and/or other end-users making and using the structured mesh networks recited in those claims including at least claim 1.

Response: The allegations in Paragraph 113 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '691 patent. Cisco denies the remaining allegations in Paragraph 113 of the Complaint.

114. Cisco's customers and/or other end-users directly infringe one or more claims of the '691 patent through their use of the Cisco Accused Products in accordance with Cisco's instruction and encouragement. Upon information and belief, Cisco knew that those acts would constitute infringement and acted with the intent to encourage

⁹ See *id.*

such infringement. Alternatively, Cisco was willfully blind to that fact because deliberately avoiding learning of the infringement despite knowing that there is a high probability that the use by its customers and/or other end-users would constitute direct infringement.

Response: The allegations in Paragraph 114 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '691 patent. Cisco denies the remaining allegations in Paragraph 114 of the Complaint.

115. The components of Cisco Accused Products are specifically configured to function in accordance with the '691 patent claims and are material parts of the invention.

Response: The allegations in Paragraph 115 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '691 patent. Cisco denies the remaining allegations in Paragraph 115 of the Complaint.

116. In addition, as of the service of this Complaint, Cisco knows of the '691 patent, the alleged acts of direct infringement, and Cisco's role in those acts of infringement. Its continuation of the above-referenced acts of active inducement also violates 35 U.S.C. § 271(b).

Response: Cisco admits that it has had knowledge of the '691 patent since the service of this Complaint. The remaining allegations in Paragraph 116 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '691 patent. Cisco denies the remaining allegations in Paragraph 116 of the Complaint.

117. Cisco has violated and continues to violate 35 U.S.C. § 271(c) because: (1) its customers and/or other end-users directly infringe at least claim 1 of the '691 patent by making and using Cisco Accused Products to meet each limitation of claim 1 as demonstrated in Exhibit 9; (2) at least as early as 2022 Cisco knew that the combination of the components of Cisco Accused Products, which are designed and configured to interoperate as integrated networks, were both patented and infringed one or more claims of the '691 patent, including claim 1 of the '691 Patent; (3) the components of Cisco Accused Products are specifically configured

to function in accordance with the '691 patent's claims and are material parts of the invention.

Response: The allegations in Paragraph 117 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '691 patent. Cisco denies the remaining allegations in Paragraph 117 of the Complaint.

118. In violation of 35 U.S.C. § 271(c), Cisco's contributory infringement includes offering to sell or selling within the United States, or importing into the United States, components of the patented invention, and/or a material or apparatus for use in practicing at least claim 1 of the '691 patent, constituting a material part of the invention. Cisco knows and has known the same to be especially made or especially adapted for use in an infringement of the '691 patent, and such components are not a staple article or commodity of commerce suitable for substantial non-infringing use. For example, on information and belief, Cisco Accused Products are not staple articles and are not a commodity of commerce suitable for substantial non-infringing use, at least because the Cisco Accused Products are components of integrated networks, the interoperation of which infringes at least claim 1 of the '691 patent. The Cisco Accused Products are especially made or especially adapted for use in an infringement of the '691 patent, because they comprise the mesh networks claimed by the '691 patent, and are not capable of substantial non-infringing use.

Response: The allegations in Paragraph 118 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '691 patent. Cisco denies the remaining allegations in Paragraph 118 of the Complaint.

119. In addition, as of the service of this Complaint, Cisco knows of the '691 patent, the alleged acts of direct infringement, Cisco's role in selling, offering to sell, or importing the components that are material parts of the patented invention, and that those components were specially made for or adapted for use in an infringing manner. Its continuation of the above-referenced acts of sale, offering for sale, or importation also violate 35 U.S.C. § 271(c).

Response: The allegations in Paragraph 119 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '691 patent. Cisco denies the remaining allegations in Paragraph

119 of the Complaint.

120. MeshDynamics (and any predecessors and/or licensees) complied with 35 U.S.C. § 287 during the relevant time period because those entities did not make, offer for sale, sell or import into the United States any products that practice the '691 patent during the relevant time period or were not otherwise required to mark. To the extent that any products are found to have practiced the '691 patent, MeshDynamics complied with § 287 by marking its products using the Internet and affixing the patent number to instructions, guides and warranties that were provided with products sold at the point-of-sale.

Response: The allegations in Paragraph 120 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco has insufficient knowledge or information to admit or deny the allegations of Paragraph 120 of the Complaint and on that basis denies all such allegations.

121. Cisco's past and ongoing direct infringement and indirect infringement was and is intentional, deliberate, willful, and malicious.

Response: The allegations in Paragraph 121 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '691 patent. Cisco denies the remaining allegations in Paragraph 121 of the Complaint.

122. MeshDynamics has been damaged by Cisco's direct and indirect infringement and is suffering, and will continue to suffer, irreparable harm and damages as a result of that infringement.

Response: The allegations in Paragraph 122 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '691 patent. Cisco denies the remaining allegations in Paragraph 122 of the Complaint.

Count V – Infringement of United States Patent No. 11,368,537

123. MeshDynamics repeats, realleges, and incorporates by reference, as if fully set forth here, the allegations of the preceding paragraphs above.

Response: Cisco denies all allegations and characterizations in Paragraphs 1-122 of the Complaint unless expressly admitted.

124. Cisco (or those acting on its behalf) made, used, offered for sale, sold, and/or imported products, including at least the Cisco Accused Products, that infringed (either literally or under the doctrine of equivalents) one or more claims of the '537 patent in violation of 35 U.S.C. § 271(a), including claim 1. A comparison of claim 1 of the '537 patent to representative Cisco Accused Products is attached as Exhibit 10, the contents of which MeshDynamics incorporates by reference, as if fully set forth here.

Response: The allegations in Paragraph 124 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claim of the '537 patent, directly, literally, and/or under the doctrine of equivalents. Cisco admits that attached to the Complaint as Exhibit 10 is what purports to be a claim chart mapping claim 1 of the '537 patent to various documents, but denies that it demonstrates infringement by Cisco. Cisco denies the remaining allegations of Paragraph 124 of the Complaint.

125. Cisco also indirectly infringed claims of the '537 patent by actively inducing the direct infringement by third parties such as its customers and/or other end-users of the Cisco Accused Products under 35 U.S.C. § 271(b).

Response: The allegations in Paragraph 125 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '537 patent. Cisco denies the remaining allegations of Paragraph 125 of the Complaint.

126. Since at least 2022 until expiration of the '537 patent, Cisco knowingly encouraged, its customers and/or other end-users to directly infringe one or more claims of the '537 patent, including by Cisco's actions that included, without limitation, instructing and encouraging its customers and/or other end-users to use the Cisco Accused Products in an infringing manner through the offering, publishing, distribution, and propagation of, user guides, advertisements, blog posts, live

events, promotional materials, and Technical Assistance Center technical support.¹⁰

Response: To the extent Paragraph 126 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. Cisco states that the documents or webpages cited by MeshDynamics are the best source of their full content and context and denies any characterization by MeshDynamics. The allegations in Paragraph 126 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '537 patent. Cisco denies the remaining allegations of Paragraph 126 of the Complaint.

127. Cisco also induced the direct infringement by its sales and advertisement of “Cisco Services” which assist its customers and/or other end users to “plan, deploy, manage, and support” the Cisco Accused Products.

Response: To the extent Paragraph 127 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. The allegations in Paragraph 127 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '537 patent. Cisco denies the remaining allegations of Paragraph 127 of the Complaint.

128. Cisco also instructed customers and/or other end-users to use Cisco Accused Products including, without limitation, through Cisco’s website, which provides access to, and support for, using Cisco Accused Products.¹¹

Response: To the extent Paragraph 128 purports to describe Cisco products and/or services, the functionality of relevant products and services will be subject to discovery in this case. Cisco states that the documents or webpages cited by MeshDynamics are the best source of

¹⁰ See *id.*

¹¹ See *id.*

their full content and context and denies any characterization by MeshDynamics. The allegations in Paragraph 128 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '537 patent. Cisco denies the remaining allegations of Paragraph 128 of the Complaint.

129. On information and belief, at least since Cisco's first knowledge of the '537 patent, Cisco understood that the acts Cisco induced its customers and/or other end-users to take were actions that constituted patent infringement and that Cisco's encouraging acts resulted in direct infringement of one or more claims of the '537 patent by those customers and/or other end-users making and using the wireless mesh networks recited in those claims including at least claim 1.

Response: The allegations in Paragraph 129 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '537 patent. Cisco denies the remaining allegations in Paragraph 129 of the Complaint.

130. Cisco's customers and/or other end-users directly infringed one or more claims of the '537 patent through their use of the Cisco Accused Products in accordance with Cisco's instruction and encouragement. Upon information and belief, Cisco knew that those acts would constitute infringement and acted with the intent to encourage such infringement. Alternatively, Cisco was willfully blind to that fact because deliberately avoiding learning of the infringement despite knowing that there is a high probability that the use by its customers and/or other end-users would constitute direct infringement.

Response: The allegations in Paragraph 130 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '537 patent. Cisco denies the remaining allegations in Paragraph 130 of the Complaint.

131. The components of Cisco Accused Products are and were specifically configured to function in accordance with the '537 Patent claims and are material parts of the invention.

Response: The allegations in Paragraph 131 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes

or has infringed any claims of the '537 patent. Cisco denies the remaining allegations in Paragraph 131 of the Complaint.

132. Cisco violated 35 U.S.C. § 271(c) because: (1) its customers and/or other end-users directly infringed at least claim 1 of the '537 patent by making and using Cisco Accused Products to meet each limitation of claim 1 as demonstrated in Exhibit 10; (2) at least as early as 2022 Cisco knew that the combination of the components of Cisco Accused Products, which are designed and configured to interoperate as integrated networks, were both patented and infringed one or more claims of the '537 patent, including claim 1 of the '537 patent; (3) the components of Cisco Accused Products are and were specifically configured to function in accordance with the '537 patent's claims and are material parts of the invention.

Response: The allegations in Paragraph 132 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '537 patent. Cisco denies the remaining allegations in Paragraph 132 of the Complaint.

133. In violation of 35 U.S.C. § 271(c), Cisco's contributory infringement included offering to sell or selling within the United States, or importing into the United States, components of the patented invention, and/or a material or apparatus for use in practicing at least claim 1 of the '537 patent, constituting a material part of the invention. Cisco knows and has known the same to be especially made or especially adapted for use in an infringement of the '537 patent, and such components are not a staple article or commodity of commerce suitable for substantial non-infringing use. For example, on information and belief, Cisco Accused Products are not staple articles and are not a commodity of commerce suitable for substantial non-infringing use, at least because the Cisco Accused Products are components of integrated networks, the interoperation of which infringes at least claim 1 of the '537 patent. The Cisco Accused Products are and were especially made or especially adapted for use in an infringement of the '537 patent, because they comprise the mesh networks claimed by the '537 patent, and are and were not capable of substantial non-infringing use.

Response: The allegations in Paragraph 133 of the Complaint contain legal conclusions that do not require a response. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '537 patent. Cisco denies the remaining allegations in Paragraph 133 of the Complaint.

134. MeshDynamics (and any predecessors and/or licensees) complied with 35 U.S.C. § 287 during the relevant time period because those entities did not make, offer for sale, sell or import into the United States any products that practice the '537 patent during the relevant time period or were not otherwise required to mark.

Response: The allegations in Paragraph 134 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco has insufficient knowledge or information to admit or deny the allegations of Paragraph 134 of the Complaint and on that basis denies all such allegations.

135. Cisco's past direct infringement and indirect infringement was intentional, deliberate, willful, and malicious.

Response: The allegations in Paragraph 135 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '537 patent. Cisco denies the remaining allegations in Paragraph 135 of the Complaint.

136. MeshDynamics has been damaged by Cisco's direct and indirect infringement and suffered irreparable harm and damages as a result of that infringement.

Response: The allegations in Paragraph 136 of the Complaint contain legal conclusions to which no answer is required. To the extent a response is required, Cisco denies that it infringes or has infringed any claims of the '537 patent. Cisco denies the remaining allegations in Paragraph 136 of the Complaint.

DEMAND FOR JURY TRIAL

137. Pursuant to Federal Rule of Civil Procedure 38(b), MeshDynamics hereby requests a trial by jury on all issues so triable.

Response: To the extent a response to MeshDynamics' jury demand is required, Cisco admits that MeshDynamics requests a trial by jury. Cisco demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

MeshDynamics respectfully requests this Court to enter judgment in its favor and against Cisco as follows:

- a. finding that Cisco has infringed, literally or under the doctrine of equivalents, one or more claims of the '952, '243, '385, '691, and '537 patents under 35 U.S.C. §§ 271(a), (b), and (c);
- b. requiring Cisco to pay MeshDynamics its damages (past, present and future), costs, expenses, and pre-judgment interest for Cisco's infringement;
- c. finding that Cisco's infringement has been willful and requiring Cisco to pay enhanced damages;
- d. requiring Cisco to pay MeshDynamics compulsory ongoing licensing fees, as determined by the Court;
- e. requiring Cisco to provide an accounting and to pay supplemental damages for infringing products released after the filing of this Complaint that are not colorably different from the Cisco Accused Products;
- f. finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding MeshDynamics its reasonable attorneys' fees against Cisco;
- g. permanently enjoining Cisco, its officers, agents, employees, attorneys, and all persons in active concert or participation with it, from infringing the claims of the '385 patent;
- h. awarding such costs and other relief that the Court determines to be just and equitable.

Response: To the extent a response to MeshDynamics' prayer for relief is required, Cisco denies that MeshDynamics is entitled to any of its requested relief, either as prayed for in its Complaint or otherwise. Cisco specifically denies that it infringes or has infringed, literally and/or under the doctrine of equivalents, directly and/or indirectly, any of the Patents-in-Suit;

specifically denies that MeshDynamics is entitled to damages (past, present, and future), costs, expenses, pre-judgment interest, post-judgment interest, or an ongoing royalty for alleged infringement of the Patents-in-Suit; specifically denies that MeshDynamics is entitled to judgment of willful infringement or enhanced damages; specifically denies that MeshDynamics is entitled to compulsory ongoing licensing fees; specifically denies that MeshDynamics is entitled to an accounting or supplemental damages; specifically denies that this is an exceptional case within the meaning of 35 U.S.C. § 285; specifically denies that Cisco should pay enhanced damages pursuant to 35 U.S.C. §§ 284 and 285; specifically denies that MeshDynamics is entitled to attorneys' fees; specifically denies that MeshDynamics is entitled to a permanent injunction; specifically denies that MeshDynamics is entitled to any costs; and specifically denies that MeshDynamics is entitled to any other relief in this action.

GENERAL DENIAL

Cisco denies infringement of any claim of the Asserted Patents, denies that any claims of the Asserted Patents are valid, and denies that MeshDynamics is entitled to the relief requested or any other relief. Cisco further denies each and every allegation contained in the Complaint to which Cisco has not specifically admitted, denied, or otherwise responded to herein. Any admitted factual allegation is admitted only as to the specific admitted fact(s), and not as to any purported conclusion, characterization, implication, or speculation that may follow from the fact(s) as admitted.

CISCO'S AFFIRMATIVE DEFENSES

Cisco asserts the following defenses in response to the allegations of MeshDynamics' Complaint, undertaking the burden of proof only as to those defenses deemed affirmative defenses by law, regardless of how such defenses are denominated herein. Cisco reserves the right to assert

any additional defenses as they become known during the course of this action or to the extent they are not otherwise deemed affirmative defenses by law.

First Defense: Non-Infringement

Cisco does not infringe and has not infringed, directly, indirectly, contributorily, or by inducement, any valid and enforceable claim of the '952 Patent, the '243 Patent, the '385 Patent, the '691 Patent, or the '537 Patent (collectively, "the Patents-in-Suit") and is not liable for infringement of any valid and enforceable claim of the Patents-in-Suit. More information regarding Cisco's First Defense can be found in Cisco's forthcoming expert reports.

Second Defense: Patent Invalidity

The Patents-in-Suit are invalid for failure to satisfy the conditions of patentability as specified under 35 U.S.C. §§ 101, 102, 103, 112, any other applicable statutory provisions of Title 35 of the United States Code, and/or under a judicially created doctrine such as nonstatutory double patenting. More information regarding Cisco's Second Defense can be found in Cisco's forthcoming expert reports.

Third Defense: Limitations On Damages And Other Relief

MeshDynamics' claims for relief are barred, in whole or in part, by operation of the applicable statutes that limit damages and other relief, including but not limited to, 35 U.S.C. §§ 286, 287, and 288. Moreover, it is MeshDynamics' burden to prove marking. MeshDynamics has not plausibly pleaded or proven marking and is accordingly not entitled to damages. More information regarding Cisco's Third Defense can be found in Cisco's forthcoming expert reports.

Fourth Defense: Government Sales

MeshDynamics' claims are barred by 28 U.S.C. § 1498 to the extent they relate to use or manufacture of the alleged inventions of the Asserted Patents by or for the United States. More information regarding Cisco's Fourth Defense can be found in Cisco's forthcoming expert reports.

Fifth Defense: Equitable Doctrines

MeshDynamics' claims are barred, in whole or in part, under principles of equity, including without limitation, the doctrines of waiver, acquiescence, laches, estoppel, implied license, disclaimer, patent misuse, prosecution laches, improper inventorship, and/or unclean hands. More information regarding Cisco's Fifth Defense can be found in forthcoming fact witness depositions and Cisco's forthcoming expert reports.

Sixth Defense: Prosecution History Estoppel And Ensnarement

MeshDynamics is estopped based on amendments, statements, representations, and admissions made during prosecution of the applications that led to the Asserted Patents, and applications related to the Asserted Patents, from asserting any interpretation of the claims of the Asserted Patents that would be broad enough to cover any of Cisco's products or methods alleged to infringe the Asserted Patents, including assertions under the doctrine of equivalents. Additionally, MeshDynamics' claims for patent infringement under the doctrine of equivalents are precluded, in whole or in part, by the doctrine of ensnarement. More information regarding Cisco's Sixth Defense can be found in Cisco's forthcoming expert reports.

Seventh Defense: No Injunctive Relief

MeshDynamics is not entitled to any form of injunctive relief at least because MeshDynamics has not met the requirements for obtaining injunctive relief, including, but not limited to the fact that MeshDynamics has not suffered and will not suffer irreparable harm due to Cisco's conduct and has an adequate remedy at law. MeshDynamics' claims for injunctive relief are barred, in whole, or in part, by the doctrines of laches and/or unclean hands. More information regarding Cisco's Seventh Defense can be found in Cisco's forthcoming expert reports.

Eighth Defense: No Willful Infringement

MeshDynamics is not entitled to enhanced or increased damages for willful infringement because Cisco has not engaged in any conduct that meets the standard for willful infringement. More information regarding Cisco's Eighth Defense can be found in Cisco's forthcoming expert reports.

Ninth Defense: Territoriality

To the extent that MeshDynamics' claims are directed to acts occurring outside the United States, those claims for relief are barred or limited by the doctrine of territoriality by 35 U.S.C. § 271 et seq.

Tenth Defense: Reverse Doctrine Of Equivalents

No relief is available to MeshDynamics because, among other things, use of the accused technology is substantially different in principle from the purported inventions described in the Asserted Patents, such that even if the accused technology performs the same function as the claims in the Asserted Patents, it does so in a substantially different way, and MeshDynamics cannot sustain its burden of proving otherwise, under the reverse doctrine of equivalents. In addition, the accused technology is antithetical in function, way, and result from the alleged inventions disclosed in the Asserted Patents, and MeshDynamics cannot sustain its burden of proving otherwise, under the reverse doctrine of equivalents. More information regarding Cisco's Ninth Defense can be found in Cisco's forthcoming expert reports.

Eleventh Defense: Standing

To the extent that MeshDynamics lacks all substantive rights to bring suit and to exclude others from practicing the claims of one or more of the Patents-in-Suit, MeshDynamic's claims are barred by lack of standing and the court lacks subject matter jurisdiction.

RESERVATION OF ADDITIONAL DEFENSES

Cisco hereby gives notice that it intends to rely upon any other matter constituting an avoidance or defense as set forth in Rule 8(c) of the Federal Rules of Civil Procedure, and that it reserves the right to seek leave to amend this Answer to add to, amend, withdraw, or modify these defenses as its investigation continues and as discovery may require.

PRAYER FOR RELIEF

WHEREFORE, Cisco respectfully requests the following relief:

- A. A declaration that Cisco has not and does not infringe, whether directly, indirectly, literally, or by equivalents, any valid and enforceable claim of the '952 patent;
- B. A declaration that Cisco has not and does not infringe, whether directly, indirectly, literally, or by equivalents, any valid and enforceable claim of the '243 patent;
- C. A declaration that Cisco has not and does not infringe, whether directly, indirectly, literally, or by equivalents, any valid and enforceable claim of the '385 patent;
- D. A declaration that Cisco has not and does not infringe, whether directly, indirectly, literally, or by equivalents, any valid and enforceable claim of the '691 patent;
- E. A declaration that Cisco has not and does not infringe, whether directly, indirectly, literally, or by equivalents, any valid and enforceable claim of the '537 patent;
- F. Dismissal of all of MeshDynamics' claims against Cisco in their entirety and with prejudice;
- G. A declaration that MeshDynamics take nothing by way of its Complaint;
- H. Entry of judgment in favor of Cisco and against MeshDynamics on all of Cisco's Defenses;
- I. An order pursuant to 35 U.S.C. § 284 and/or Rule 54(d) of the Federal Rules of Civil Procedure awarding Cisco its costs incurred in connection with this action;

- J. An order finding this an exceptional case under 35 U.S.C. § 285, and awarding Cisco its costs and fees in this action, including attorney's fees, and prejudgment interest thereon; and
- K. An order awarding Cisco such further relief as the Court may deem appropriate under the circumstances.

JURY DEMAND

Cisco hereby demands a trial by jury on all issues so triable.

Dated: September 18, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on September 18, 2025.

/s/ Melissa R. Smith

Melissa R. Smith