

1 BENEDICT O'MAHONEY (Bar No.152447)  
TERRA LAW  
2 177 Park Avenue, Third Floor  
San Jose, California 95113  
3 Telephone: 408-299-1200  
Facsimile: 408-998-4895  
4 Email: bomahoney@terralaw.com

5 JONATHAN T. SUDER (*Pro Hac Vice To Be Filed*)  
CORBY R. VOWELL (*Pro Hac Vice To Be Filed*)  
6 TODD I. BLUMENFELD (*Pro Hac Vice To Be Filed*)  
FRIEDMAN, SUDER & COOKE  
7 Tindall Square Warehouse No. 1  
604 East 4<sup>th</sup> Street, Suite 200  
8 Fort Worth, Texas 76102  
Telephone: (817) 334-0400  
9 Facsimile: (817) 334-0401  
Email: jts@fsclaw.com  
10 Email: vowell@fsclaw.com  
Email: blumenfeld@fsclaw.com

11 Attorneys for Plaintiff  
12 SOFTVAULT SYSTEMS, INC.

13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**  
15 **SAN JOSE DIVISION**

16  
17 SOFTVAULT SYSTEMS, INC.,  
18 Plaintiff,  
19 vs.  
20 LANDIS+GYR INC.,  
21 Defendant.

CASE NO.

**COMPLAINT FOR INFRINGEMENT  
OF U.S. PATENT NOS. 6,249,868 AND  
6,594,765**

**JURY TRIAL DEMANDED**

22  
23 Plaintiff SOFTVAULT SYSTEMS, INC. files its Complaint against Defendant  
24 LANDIS+GYR INC., alleging as follows:

25 **THE PARTIES**

26 1. Plaintiff SOFTVAULT SYSTEMS, INC. ("SoftVault") is a corporation organized  
27 and existing under the laws of the State of Washington with its principle place of business in the  
28 State of Washington.



1 SYSTEMS.” A true and correct copy of the ‘765 Patent is attached hereto as Exhibit B and  
2 made a part hereof.

3 7. The ‘868 Patent and the ‘765 Patent are sometimes referred to herein collectively  
4 as “the Patents-in-Suit.”

5 8. As it pertains to this lawsuit, the Patents-in-Suit, very generally speaking, relate to  
6 a method and system of remotely enabling and disabling electronic, mechanical, and  
7 electromechanical devices and systems, such as for example a computer system, an electricity  
8 meter containing a computer system, or an energy system. Specifically, certain claims of the  
9 ‘868 and ‘765 Patents disclose the utilization of embedded agents within system components to  
10 allow for the enablement or disablement of the system component or device in which the agent is  
11 embedded. The invention disclosed in the Patents-in-Suit discloses a server that communicates  
12 with the embedded agent through the use of one or more handshake operations to authorize the  
13 embedded agent. When the embedded agent is authorized by the server, it enables the device or  
14 component, and when not authorized the embedded agent disables the device or component.

15 **FIRST CLAIM FOR RELIEF**

16 **(Patent Infringement)**

17 9. SoftVault repeats and realleges every allegation set forth above.

18 10. SoftVault is the owner of the Patents-in-Suit with the exclusive right to enforce  
19 the Patents-in-Suit against infringers, and collect damages for all relevant times, including the  
20 right to prosecute this action.

21 11. Upon information and belief, Landis+Gyr is liable under 35 U.S.C. §271(a) for  
22 direct infringement of the Patents-in-Suit because it manufactures, makes, has made, uses,  
23 practices, imports, provides, supplies, distributes, sells, and/or offers for sale products and/or  
24 systems that practice one or more claims of the Patents-in-Suit.

25 12. More specifically, Landis+Gyr, through its GridStream system, including its  
26 Remote Service Connection software, and Focus Smart Meter product offerings, infringes the  
27 Patents-in-Suit because it makes, uses, sells, and offers for sale products and systems that include  
28 the capability to remotely enable and disable a computer-based electricity, gas, or water meter.

1 Landis+Gyr's Smart Meter offerings have the ability to enable or disable the operation of a  
2 Smart Meter through an authorization process performed by an embedded agent within the Smart  
3 Meter and a remote server. By way of example only, Landis+Gyr's GridStream System,  
4 including its Remote Service Connection software, operating with Smart Meters such as the  
5 Focus models of meters, at a minimum, in the past directly infringed and continues to directly  
6 infringe at least claim 44 of the '868 Patent, as well as at least claims 9 and 15 of the '765 Patent.

7 13. Landis+Gyr's GridStream system, including its Remote Service Connection  
8 software, includes the capability to enable or disable Smart Meters such as the Focus models of  
9 meters. The Focus meters include software, containing an agent, that is installed and embedded  
10 within the Smart Meter and communicates with a server. This communication includes a series  
11 of message exchanges constituting a handshake operation between the server and the Smart  
12 Meter. When the agent is authorized by the server, it will connect/reconnect the Smart Meter and  
13 allow it to supply electricity to the house or building to which it is attached. When the agent is  
14 not authorized by the server, the Smart Meter is remotely disconnected and disabled such that it  
15 cannot supply electricity to the house or building.

16 14. Landis+Gyr has actual notice of the Patents-in-Suit at least as early as the filing of  
17 this Complaint.

18 15. SoftVault has been damaged as a result of Landis+Gyr's infringing conduct.  
19 Landis+Gyr is, thus, liable to SoftVault in an amount that adequately compensates SoftVault for  
20 Landis+Gyr's infringement, which, by law, cannot be less than a reasonable royalty, together  
21 with interest and costs as fixed by this Court under 35 U.S.C. § 284.

22 **PRAYER FOR RELIEF**

23 SoftVault requests that the Court find in its favor and against Landis+Gyr, and that the  
24 Court grant SoftVault the following relief:

- 25 a. Judgment that one or more claims of the Patents-in-Suit have been infringed,  
26 either literally and/or under the doctrine of equivalents, by Landis+Gyr;

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- b. Judgment that Landis+Gyr account for and pay to SoftVault all damages to and costs incurred by SoftVault because of Landis+Gyr’s infringing activities and other conduct complained of herein;
- c. That Landis+Gyr, its officers, agents, servants and employees, and those persons in active concert and participation with any of them, be permanently enjoined from infringement of the Patents-in-Suit. In the alternative, if the Court finds that an injunction is not warranted, SoftVault requests an award of post judgment royalty to compensate for future infringement;
- d. That SoftVault be granted pre-judgment and post-judgment interest on the damages caused to it by reason of Landis+Gyr’s infringing activities and other conduct complained of herein;
- e. That this Court declare this an exceptional case and award SoftVault its reasonable attorney’s fees and costs in accordance with 35 U.S.C. § 285; and
- f. That SoftVault be granted such other and further relief as the Court may deem just and proper under the circumstances.

**JURY DEMAND**

Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

DATED: December 10, 2014.

/s/ Benedict O’Mahoney

Benedict O’Mahoney  
(Bar No.152447)  
TERRA LAW  
177 Park Avenue, Third Floor  
San Jose, California 95113  
Telephone: 408-299-1200  
Facsimile: 408-998-4895  
Email: bomahoney@terralaw.com  
Attorney for Plaintiff  
SOFTVAULT SYSTEMS, INC.

/

/

/

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Of Counsel:

Jonathan T. Suder  
Corby R. Vowell  
Todd Blumenfeld  
FRIEDMAN, SUDER & COOKE  
Tindall Square Warehouse No. 1  
604 East 4<sup>th</sup> Street, Suite 200  
Fort Worth, Texas 76102  
Telephone: (817) 334-0400  
Facsimile: (817) 334-0401  
Email: jts@fsclaw.com  
Email: blumenfeld@fsclaw.com  
Email: vowell@fsclaw.com

4839-4194-1793, v. 1