

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

TRANSDATA, INC.,

*Plaintiff,*

v.

ITRON, INC.,

*Defendant.*

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CIVIL ACTION NO.

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JURY TRIAL DEMANDED

**PLAINTIFF TRANSDATA, INC.'S  
ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff TransData, Inc., for its complaint against Itron, Inc., hereby demands a jury trial and alleges as follows:

### **THE PARTIES**

1. Plaintiff TransData, Inc. (“TransData”) is a Texas corporation having a place of business at 2560 Tarpley Road, Carrollton, Texas 75006.

2. TransData was founded in 1969, and has been involved in the design and manufacture of power and energy metering products for over 45 years. Specifically, TransData has been active in the design and manufacture of digital solid-state electric meters since approximately 1979 and has brought six generations of solid-state electric meters to market. TransData had its headquarters in Tyler, Texas, from 1987 to 1990 and has been located in suburban Dallas since 1990.

3. TransData has provided electric meters and related products and services to over 500 electric utilities and power producers in more than 25 countries worldwide, including all of the 50 largest electric utility companies in the United States.

4. Upon information and belief, Defendant Itron, Inc. (“Defendant”) is a Washington corporation having a place of business at 2111 North Molter Road, Liberty Lake, Washington 99019. Defendant has appointed National Registered Agents, Inc., located at 1999 Bryan Street, Suite 900, Dallas, Texas 75201, as its agent for service of process in Texas.

### **JURISDICTION**

5. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1 *et seq.* This Court has original and exclusive subject-matter jurisdiction over the patent infringement claims pursuant to 28 U.S.C. §§ 1331 and 1338.

6. This Court has personal jurisdiction over Defendant because Defendant has

established contacts with the forum—including by voluntarily conducting business and soliciting customers in the State of Texas—and the exercise of jurisdiction over Defendant would not offend the traditional notions of fair play and substantial justice. On information and belief, Defendant has conducted business in Texas by entering into one or more contracts with a resident of Texas, and such contracts require at least one party to perform the contract in whole or in part in Texas. Further, on information and belief, Defendant has committed the tort of patent infringement in Texas by selling infringing electric meters to buyers in Texas.

### VENUE

7. Venue is proper in this judicial district under 28 U.S.C. §§ 1391 and/or 1400 because Defendant is subject to personal jurisdiction in this District.

8. Venue is also proper in this District because Defendant regularly conducted business in this District and, upon information and belief, sold and offered for sale infringing electric meters within this District. Moreover, on information and belief, Defendant maintains personnel and/or offices in this District in an effort to promote, market, maintain, and/or sell infringing electric meters in this District and services users of the infringing electric meters who reside in this District.

### RELATED CASES

9. The following actions asserting the same patents-in-suit have been consolidated pursuant to 28 U.S.C. § 1407 in the United States District Court for the Western District of Oklahoma, *In re TransData, Inc. Smart Meters Patent Litigation*, 5:12-ml-02309-C (W.D. Okla. filed Feb. 2, 2012):<sup>1</sup>

- *TransData, Inc. v. CenterPoint Energy Hous. Elec., L.L.C.*, 6:10-cv-557-LED-JDL (E.D.

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<sup>1</sup> The actions against Alabama Power Company, Georgia Power Company, Mississippi Power Company, and Wisconsin Power & Light Company have been resolved through settlement.

Tex. filed Oct. 21, 2010);

- *TransData, Inc. v. Denton Cnty. Elec. Coop., Inc. d/b/a CoServ Elec.*, 6:11-cv-113-LED-JDL (E.D. Tex. filed Mar. 12, 2011);
- *TransData, Inc. v. Tri-County Elec. Coop., Inc.*, No. 6:11-cv-46-LED-JDL (E.D. Tex. filed Jan. 27, 2011);
- *TransData, Inc. v. Ala. Power Co.*, 2:11-cv-635-MHT-TFM (M.D. Ala. filed Aug. 8, 2011);
- *TransData, Inc. v. Ga. Power Co.*, 5:11-cv-305-MTT (M.D. Ga. filed Aug. 8, 2011);
- *TransData, Inc. v. Miss. Power Co.*, 3:11-cv-499-CWR-FKB (S.D. Miss. filed Aug. 8, 2011);
- *TransData, Inc. v. Okla. Gas & Elec. Co.*, 5:11-cv-01032-C (W.D. Okla. filed Sept. 16, 2011);
- *TransData, Inc. v. San Diego Gas & Elec. Co.*, 3:11-cv-2529-DMS-RBB (S.D. Cal. filed Oct. 31, 2011); and
- *TransData, Inc. v. Wis. Power & Light Co.*, 3:11-cv-745-bbc (W.D. Wis. filed Nov. 1, 2011).

10. On information and belief, Defendant agreed to indemnify and defend San Diego Gas & Electric Company (“SDG&E”), Texas-New Mexico Power Company (“TNMP”), CenterPoint Energy Houston Electric, LLC (“CenterPoint”), and Tri-County Electric Cooperative, Inc. (“Tri-County”) in the above-referenced multi-district litigation. Further, on information and belief, Itron controlled and is controlling, or had the opportunity to control, the litigation and defense of the above-referenced multi-district litigation with respect to SDG&E, TNMP, CenterPoint, and Tri-County.

**BACKGROUND OF THE INFRINGING PRODUCTS**

11. Defendant has made, used, offered to sell, sold in the United States, and/or imported into the United States certain electric meters, including various residential electric meters equipped with under-the-glass wireless communication modules and various commercial and industrial electric meters equipped with under-the-glass wireless communication modules (“Itron Meters”). The Itron Meters include, but are not limited to, the following:

- a. Itron CENTRON C1SD;
- b. Itron CENTRON CN1SD;
- c. Itron CENTRON C1ST;
- d. Itron CENTRON CN1ST;
- e. Itron CENTRON C1SL;
- f. Itron CENTRON CN1SL;
- g. Itron CENTRON C1STI;
- h. Itron CENTRON C1SLI;
- i. Itron CENTRON C12.19;
- j. Itron CENTRON C1S;
- k. Itron CENTRON CN1S;
- l. Itron CENTRON C1SR;
- m. Itron CENTRON C1SR-HP;
- n. Itron CENTRON C1SC;
- o. Itron CENTRON C1SD, T, L;
- p. Itron CENTRON C1S Transformer-Rated;
- q. Itron CENTRON C1SD Transformer-Rated;

- r. Itron CENTRON C1ST Transformer-Rated;
- s. Itron CENTRON C1SL Transformer-Rated;
- t. Itron CENTRON C1SR Transformer-Rated;
- u. Itron CENTRON C1SD, T, L Transformer-Rated;
- v. Itron CENTRON R300 IDM;
- w. Itron CENTRON R300CD/CD3;
- x. Itron CENTRON R300 C1SR;
- y. Itron CENTRON R300 CN1SR;
- z. Itron CENTRON R400 C1SR;
- aa. Itron CENTRON R400 CN1SR;
- bb. Itron CENTRON R400CD/CD3;
- cc. Itron CENTRON GPRS SmartMeter;
- dd. Itron CENTRON II C12.19;
- ee. Itron CENTRON II C2ST;
- ff. Itron CENTRON II C2SD;
- gg. Itron CENTRON II C2SL;
- hh. Itron CENTRON II C2SXD;
- ii. Itron CENTRON II C2SDD;
- jj. Itron CENTRON II C2STD;
- kk. Itron CENTRON II C2SLD;
- ll. Itron OpenWay CENTRON (all models);
- mm. Itron OpenWay CENTRON Cellular 3G (all models);
- nn. Itron OpenWay CENTRON Cellular LTE (all models);

- oo. Itron OpenWay CENTRON Bridge Meter (all models);
- pp. Itron CENTRON Polyphase CP1S;
- qq. Itron CENTRON Polyphase CP1SR;
- rr. Itron CENTRON Polyphase CP1SD;
- ss. Itron CENTRON Polyphase CP1ST;
- tt. Itron CENTRON Polyphase CP1SL;
- uu. Itron CENTRON Polyphase CP1SD, T, L;
- vv. Itron CENTRON Polyphase (V&I) CP1SD;
- ww. Itron CENTRON Polyphase (V&I) CP1ST;
- xx. Itron CENTRON Polyphase (V&I) CP1SL;
- yy. Itron CENTRON Polyphase R300;
- zz. Itron CENTRON Polyphase R400;
- aaa. Itron CENTRON Polyphase R400 CP1SR;
- bbb. Itron CENTRON C2BR Commercial & Industrial Meter;
- ccc. Itron SENTINEL Multimeasurement Meter;
- ddd. Itron OpenWay CENTRON Polyphase; and
- eee. Itron Solar Meter.

12. For example, the Itron Meters include, but are not limited to, any of the above electric meters equipped with an AMI communication module and antenna(s), including but not limited to an AMI communication module and antenna(s) manufactured by or for Itron, Inc.; SmartSynch, Inc.; Trilliant Holdings, Inc. or any of its subsidiaries; Landis+Gyr, Inc.; or Landis+Gyr Technologies, Inc.

13. On information and belief, Defendant has made, used, offered to sell, sold in the

United States, and/or imported into the United States more than 35 million infringing Itron Meters.

14. TransData has signed multiple licenses to the patents asserted in this Complaint, including at least one license in which the royalty owed to TransData exceeds \$16.00 per meter.

15. At least one Itron Meter has an electric meter chassis.

16. At least one Itron Meter has a dielectric housing protruding from an electric meter chassis.

17. At least one Itron Meter has a circuit board rack.

18. At least one Itron Meter has a wireless communication circuit for communicating meter information.

19. The wireless communication circuit of at least one Itron Meter is located within an electric meter chassis.

20. At least one Itron Meter has electric meter circuitry.

21. The electric meter circuitry of at least one Itron Meter is located in a circuit board rack within said electric meter chassis.

22. At least one Itron Meter has a wireless communication circuit coupled to or couplable to electric meter circuitry.

23. At least one Itron Meter has an antenna located within the dielectric housing.

24. The antenna or antennas of at least one Itron Meter is or are coupled to a wireless communication circuit.

25. The antenna or antennas of at least one Itron Meter includes antenna elements adapted to transmit and receive electromagnetic radiation.

26. The antenna elements of at least one Itron Meter allow electric meter circuitry to



communicate wirelessly through the dielectric housing.

27. At least one Itron Meter has a balance circuit coupled to or couplable to both an antenna and an unbalanced output port of the wireless communication circuit. The balance circuit of at least one Itron Meter balances an impedance of the unbalanced output port to balance the antenna.

28. At least one Itron Meter communicates or is capable of communicating information relating to energy usage.

29. At least one Itron Meter communicates or is capable of communicating information relating to power demand.

30. At least one Itron Meter communicates or is capable of communicating information relating to power factor.

31. At least one Itron Meter communicates or is capable of communicating information relating to time of use.

32. At least one Itron Meter communicates or is capable of communicating information relating to interval recordings of energy usage.

33. At least one Itron Meter communicates or is capable of communicating power quality information.

34. At least one Itron Meter communicates or is capable of communicating power outage information.

35. At least one Itron Meter communicates or is capable of communicating site analysis information.

36. At least one Itron Meter communicates or is capable of communicating diagnostic information.

37. At least one Itron Meter communicates or is capable of communicating meter billing information.

38. At least one Itron Meter is capable of accepting remotely generated operation commands.

39. At least one Itron Meter has a capacitively backed up power supply.

**COUNT 1 – INFRINGEMENT OF U.S. PATENT NO. 6,181,294**

40. TransData realleges and incorporates by reference the allegations in paragraphs 1 through 39 of this Complaint as though fully set forth herein.

41. United States patent no. 6,181,294 (“’294 patent”), entitled “Antenna for Electric Meter and Method of Manufacture Thereof,” was duly and legally issued on January 30, 2001. The ’294 patent was duly and legally assigned to TransData, and TransData owns and has full rights to sue and recover damages for infringement of the ’294 patent. A copy of the ’294 patent is attached hereto as Exhibit 1.

42. The ’294 patent was subject to three *ex parte* reexamination procedures in the United States Patent and Trademark Office (“PTO”). The first *ex parte* reexamination of the ’294 patent concluded on August 14, 2012, with a Reexamination Certificate confirming the patentability of claims 17-30 and of claims 1-16 as amended. A copy of the Reexamination Certificate for the ’294 patent from the first *ex parte* reexamination is attached hereto as Exhibit 2. The second *ex parte* reexamination of the ’294 patent concluded on April 27, 2015, with a Reexamination Certificate confirming the patentability of claims 17-20 and 22-29 (claims 1-16, 21, and 30 were not reexamined). A copy of the Reexamination Certificate for the ’294 patent from the second *ex parte* reexamination is attached hereto as Exhibit 3. The third *ex parte* reexamination of the ’294 patent concluded on January 14, 2015, when the *ex parte*

reexamination was denied. A copy of the Order Denying Request for *Ex Parte* Reexamination of the '294 patent in the third *ex parte* reexamination is attached hereto as Exhibit 4.

43. TransData has complied with the requirements of 35 U.S.C. § 287 and marks its products by identifying the '294 patent on its electric meters that are covered by the '294 patent.

44. The '294 patent is valid and enforceable.

45. Defendant has infringed at least claim 17 of the '294 patent by making, using, offering to sell, and/or selling in the United States, and/or importing into the United States, certain electric meters, including, but not limited to, various of the Itron Meters.

46. Defendant's infringement of the '294 patent has injured TransData, and TransData is entitled to recover damages adequate to compensate it for Defendant's infringement, which in no event can be less than a reasonable royalty.

47. Upon information and belief, Defendant's infringement was willful because Defendant made, offered for sale, and sold the Itron Meters despite an objectively high likelihood that its actions constituted infringement of a valid patent, and Defendant knew or should have known of such risk when it infringed the '294 patent.

48. As a result of Defendant's defense and indemnification of SDG&E, Tri-County, CenterPoint, and TNMP in the above-referenced multi-district litigation and its control or opportunity to control the defense of SDG&E, Tri-County, CenterPoint, and TNMP in that litigation, Defendant was aware (i) of the '294 patent and its validity and (ii) that the Itron Meters infringe the '294 patent.

49. For example, as a result of Defendant's defense and indemnification of SDG&E, Tri-County, CenterPoint, and TNMP in the above-referenced multi-district litigation and its control or opportunity to control the defense of SDG&E, Tri-County, CenterPoint, and TNMP

in that litigation, Defendant knew that the court in that litigation issued more than one claim construction order that negatively impacted SDG&E, Tri-County, CenterPoint, and TNMP's non-infringement and invalidity contentions relating to the '294 patent and that such decisions rendered SDG&E, Tri-County, CenterPoint, and TNMP without a reasonable non-infringement or invalidity defense.

50. In addition, as a result of Itron's defense and indemnification of SDG&E, Tri-County, CenterPoint, and TNMP in the above-referenced multi-district litigation and its control or opportunity to control the defense of SDG&E, Tri-County, CenterPoint, and TNMP in that litigation, Defendant knew that the court in that litigation rejected the vast majority of SDG&E, Tri-County, CenterPoint, and TNMP's prior art cited to allege that the '294 patent was invalid. Thereafter, Defendant also knew that the only remaining prior art references cited against the '294 patent available to SDG&E, Tri-County, CenterPoint, and TNMP had been expressly considered and rejected by the PTO on multiple occasions in the *ex parte* reexamination proceedings described above.

51. In each instance that the PTO reexamined the '294 patent, the PTO reconfirmed the '294 patent.

52. Despite this knowledge, Defendant continued its infringement of the '294 patent without authority and in deliberate disregard for TransData's patent rights.

53. Thus, pursuant to 35 U.S.C. § 284, the Court should award TransData treble damages as a result of Defendant's willful infringement.

54. Defendant's infringement of the '294 patent is exceptional. Thus, pursuant to 35 U.S.C. § 285, TransData is entitled to recover from Defendant its reasonable attorneys' fees and costs incurred in prosecuting this action.

**COUNT 2 – INFRINGEMENT OF U.S. PATENT NO. 6,462,713**

55. TransData realleges and incorporates by reference the allegations in paragraphs 1 through 54 of this Complaint as though fully set forth herein.

56. United States patent no. 6,462,713 (“’713 patent”), entitled “Antenna for Electric Meter and Method of Manufacturing Thereof,” was duly and legally issued on October 8, 2002. The ’713 patent was duly and legally assigned to TransData, and TransData owns and has full rights to sue and recover damages for infringement of the ’713 patent. A copy of the ’713 patent is attached hereto as Exhibit 5.

57. The ’713 patent was subject to three *ex parte* reexamination procedures in the PTO. The first *ex parte* reexamination concluded on August 7, 2012, with a Reexamination Certificate confirming the patentability of claims 1-27. A copy of the Reexamination Certificate for the ’713 patent from the first *ex parte* reexamination is attached hereto as Exhibit 6. The second *ex parte* reexamination concluded on May 11, 2015, with a Reexamination Certificate confirming the patentability of claims 1, 2, 5-7, 15, 16, and 18-26 (claims 3, 4, 8-14, 17, and 27 were not reexamined). A copy of the Reexamination Certificate for the ’713 patent from the second *ex parte* reexamination is attached hereto as Exhibit 7. The third *ex parte* reexamination of the ’713 patent concluded on January 14, 2015, when the *ex parte* reexamination was denied. A copy of the Order Denying Request for *Ex Parte* Reexamination of the ’713 patent in the third *ex parte* reexamination is attached hereto as Exhibit 8.

58. TransData has complied with the requirements of 35 U.S.C. § 287 and marks its products by identifying the ’713 patent on its electric meters that are covered by the ’713 patent.

59. The ’713 patent is valid and enforceable.

60. Defendant has infringed at least claim 15 of the ’713 patent by making, using,

offering to sell, and/or selling in the United States, and/or importing into the United States, certain electric meters, including, but not limited to, various of the Itron Meters.

61. Defendant's infringement of the '713 patent has injured TransData, and TransData is entitled to recover damages adequate to compensate it for Defendant's infringement, which in no event can be less than a reasonable royalty.

62. Upon information and belief, Defendant's infringement was willful because Defendant made, offered for sale, and sold the Itron Meters despite an objectively high likelihood that its actions constituted infringement of a valid patent, and Defendant knew or should have known of such risk when it infringed the '713 patent.

63. As a result of Defendant's defense and indemnification of SDG&E, Tri-County, CenterPoint, and TNMP in the above-referenced multi-district litigation and its control or opportunity to control the defense of SDG&E, Tri-County, CenterPoint, and TNMP in that litigation, Defendant was aware (i) of the '713 patent and its validity and (ii) that the Itron Meters infringe the '713 patent.

64. For example, as a result of Defendant's defense and indemnification of SDG&E, Tri-County, CenterPoint, and TNMP in the above-referenced multi-district litigation and its control or opportunity to control the defense of SDG&E, Tri-County, CenterPoint, and TNMP in that litigation, Defendant knew that the court in that litigation issued more than one claim construction order that negatively impacted SDG&E, Tri-County, CenterPoint, and TNMP's non-infringement and invalidity contentions relating to the '713 patent and that such decisions rendered SDG&E, Tri-County, CenterPoint, and TNMP without a reasonable non-infringement or invalidity defense.

65. In addition, as a result of Defendant's defense and indemnification of SDG&E,

Tri-County, CenterPoint, and TNMP in the above-referenced multi-district litigation and its control or opportunity to control the defense of SDG&E, Tri-County, CenterPoint, and TNMP in that litigation, Defendant knew that the court in that litigation rejected the vast majority of SDG&E, Tri-County, CenterPoint, and TNMP's prior art cited to allege that the '713 patent was invalid. Thereafter, Defendant also knew that the only remaining prior art references cited against the '713 patent available to SDG&E, Tri-County, CenterPoint, and TNMP had been expressly considered and rejected by the PTO on multiple occasions in the *ex parte* reexamination proceedings described above.

66. In each instance that the PTO reexamined the '713 patent, the PTO reconfirmed the '713 patent without requiring amendment.

67. Despite this knowledge, Defendant continued its infringement of the '713 patent without authority and in deliberate disregard for TransData's patent rights.

68. Thus, pursuant to 35 U.S.C. § 284, the Court should award TransData treble damages as a result of Defendant's willful infringement.

69. Defendant's infringement of the '713 patent is exceptional. Thus, pursuant to 35 U.S.C. § 285, TransData is entitled to recover from Defendant its reasonable attorneys' fees and costs incurred in prosecuting this action.

### **COUNT 3 – INFRINGEMENT OF U.S. PATENT NO. 6,903,699**

70. TransData realleges and incorporates by reference the allegations in paragraphs 1 through 69 of this Complaint as though fully set forth herein.

71. United States patent no. 6,903,699 ("699 patent"), entitled "Wireless Communication Device for Electric Meter and Method of Manufacture Thereof," was duly and legally issued on June 7, 2005. The '699 patent was duly and legally assigned to TransData,

and TransData owns and has full rights to sue and recover damages for infringement of the '699 patent. A copy of the '699 patent is attached hereto as Exhibit 9.

72. The '699 patent was subject to four *ex parte* reexamination procedures in the PTO. The first *ex parte* reexamination concluded on June 19, 2012, with a Reexamination Certificate confirming the patentability of claims 1, 3, 5, 8, 10-11, and 16 and adding new claims 21-53. A copy of the Reexamination Certificate for the '699 patent from the first *ex parte* reexamination is attached hereto as Exhibit 10. The second *ex parte* reexamination of the '699 patent concluded on November 5, 2011, when the petition from denial of *ex parte* reexamination request was denied. A copy of the Order Denying Petition Under 37 C.F.R. § 1.515 from Denial of *Ex Parte* Reexamination Request of the '699 patent in the second *ex parte* reexamination is attached hereto as Exhibit 11. The third *ex parte* reexamination concluded on May 13, 2015, with a Reexamination Certificate confirming the patentability of claims 1, 3, 5, and 16 (claims 8, 10, 11, and 21-53 were not reexamined). A copy of the Reexamination Certificate for the '699 patent from the third *ex parte* reexamination is attached hereto as Exhibit 12. The fourth *ex parte* reexamination of the '699 patent concluded on January 14, 2015, when the *ex parte* reexamination was denied. A copy of the Order Denying Request for *Ex Parte* Reexamination of the '699 patent in the fourth *ex parte* reexamination is attached hereto as Exhibit 13.

73. TransData has complied with the requirements of 35 U.S.C. § 287 and marks its products by identifying the '699 patent on its electric meters that are covered by the '699 patent.

74. The '699 patent is valid and enforceable.

75. Defendant has infringed at least claim 16 of the '699 patent by making, using, offering to sell, and/or selling in the United States, and/or importing into the United States,



certain electric meters, including, but not limited to, various of the Itron Meters.

76. Defendant's infringement of the '699 patent has injured TransData, and TransData is entitled to recover damages adequate to compensate it for Defendant's infringement, which in no event can be less than a reasonable royalty.

77. Upon information and belief, Defendant's infringement was willful because Defendant made, offered for sale, and sold the Itron Meters despite an objectively high likelihood that its actions constituted infringement of a valid patent, and Defendant knew or should have known of such risk when it infringed the '699 patent.

78. As a result of Defendant's defense and indemnification of SDG&E, Tri-County, CenterPoint, and TNMP in the above-referenced multi-district litigation and its control or opportunity to control the defense of SDG&E, Tri-County, CenterPoint, and TNMP in that litigation, Defendant was aware (i) of the '699 patent and its validity and (ii) that the Itron Meters infringe the '699 patent.

79. For example, as a result of Defendant's defense and indemnification of SDG&E, Tri-County, CenterPoint, and TNMP in the above-referenced multi-district litigation and its control or opportunity to control the defense of SDG&E, Tri-County, CenterPoint, and TNMP in that litigation, Defendant knew that the court in that litigation issued more than one claim construction order that negatively impacted SDG&E, Tri-County, CenterPoint, and TNMP's non-infringement and invalidity contentions relating to the '699 patent and that such decisions rendered SDG&E, Tri-County, CenterPoint, and TNMP without a reasonable non-infringement or invalidity defense.

80. In addition, as a result of Defendant's defense and indemnification of SDG&E, Tri-County, CenterPoint, and TNMP in the above-referenced multi-district litigation and its

control or opportunity to control the defense of SDG&E, Tri-County, CenterPoint, and TNMP in that litigation, Defendant knew that the court in that litigation rejected the vast majority of SDG&E, Tri-County, CenterPoint, and TNMP's prior art cited to allege that the '699 patent was invalid. Thereafter, Defendant also knew that the only remaining prior art references cited against the '699 patent available to SDG&E, Tri-County, CenterPoint, and TNMP had been expressly considered and rejected by the PTO on multiple occasions in the *ex parte* reexamination proceedings described above.

81. In each instance that the PTO reexamined the '699 patent, the PTO reconfirmed the '699 patent without requiring amendment.

82. Despite this knowledge, Defendant continued its infringement of the '699 patent without authority and in deliberate disregard for TransData's patent rights.

83. Thus, pursuant to 35 U.S.C. § 284, the Court should award TransData treble damages as a result of Defendant's willful infringement.

84. Defendant's infringement of the '699 patent is exceptional. Thus, pursuant to 35 U.S.C. § 285, TransData is entitled to recover from Defendant its reasonable attorneys' fees and costs incurred in prosecuting this action.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff TransData respectfully requests that judgment be entered in favor of TransData and against Defendant Itron, Inc. and further prays that the Court grant the following relief to TransData:

1. A judgment that Defendant has infringed the '294 patent, the '713 patent, and the '699 patent;
2. A judgment that Defendant's infringement of the '294 patent, the '713 patent,

and the '699 patent was willful, and an award of treble damages as a result of Defendant's willful infringement;

3. An award of all damages adequate to compensate TransData for Defendant's infringement, such damages to be determined by a jury and, if necessary, an accounting of all damages;
4. An award of prejudgment and post-judgment interest to TransData pursuant to 35 U.S.C. § 284;
5. A declaration that this case is exceptional under 35 U.S.C. § 285 and an award of the reasonable attorneys' fees, costs, and expenses incurred by TransData in this action;
6. Entry of a permanent injunction pursuant to 35 U.S.C. § 283 enjoining Defendant and its officers, directors, servants, consultants, managers, employees, agents, attorneys, successors, assigns, affiliates, subsidiaries, and all persons in active concert or participation with any of them, from infringement and inducing infringement of the '294 patent, the '713 patent, and the '699 patent, including but not limited to making, using, offering to sell, selling, or importing any products that infringe or products that perform the patented processes set forth in the '294 patent, the '713 patent, and the '699 patent; and
7. Such other and further relief as this Court may deem just and proper.

**JURY DEMAND**

TransData hereby demands a trial by jury on all issues and claims so triable.

Dated: September 11, 2015

Respectfully submitted,

/s/ Jamie McDole

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