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7 **UNITED STATES DISTRICT COURT**
8 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
9 **SAN FRANCISCO DIVISION**

10 **ATLAS IP, LLC, a Florida Limited**)
Liability Company,)
11)
Plaintiff,)
12 **v.**) **No. 15-cv-05469-EDL**
13 **PACIFIC GAS AND ELECTRIC CO.**) **Ctrm: E - 15th Floor**
a California Corporation,) **Judge: Honorable Elizabeth D. Laporte**
14)
15 **Defendant.**)

16
17 **PLAINTIFF’S AMENDED COMPLAINT**

18 Plaintiff, Atlas IP, LLC (“Atlas”) hereby alleges by way of complaint against defendant,
19 Pacific Gas and Electric Co, (“PGE”) as follows:

20 **THE PLAINTIFF AND THE PATENTS IN SUIT**

- 21 1. Atlas is a Florida LLC with a principal place of business at One SE Third Avenue, Suite
22 1200, Miami, Florida 33131.
- 23 2. Atlas is the owner by assignment of U.S. Patent Nos. 5,371,734 (“the ‘734 patent”),
24 entitled Medium access control protocol for wireless network (Exhibit A).
- 25 3. The invention of the ‘734 patent, the application for which was filed in January 1993, is
26 directed to “a reliable medium access control (MAC) protocol for wireless, preferably radio

1 frequency (RF), LAN-type network communications among a plurality of resources,” ‘734
2 Patent, col. 5, lines 10-14.

3 4. Representative claim 1 of the ‘734 patent reads:

4
5 A communicator for wirelessly transmitting frames to and receiving frames from a least
6 one additional communicator in accordance with a predetermined medium access control
7 protocol, the communicators which transmit and receive the frames constituting a Group,
8 each communicator including a transmitter and a receiver for transmitting and receiving
9 the frames respectively, the medium access control protocol controlling each
10 communicator of the Group to effect predetermined functions comprising:

11
12 designating one of the communicators of the Group as a hub and the remaining the
13 communicators of the Group as remotes;

14
15 the hub establishing repeating communication cycles, each communication cycle having
16 intervals during which the hub and the remotes transmit and receive frames;

17
18 the hub transmitting cycle establishing information to the remotes to establish the
19 communication cycle and a plurality of predeterminable intervals during each
20 communication cycle, the intervals being ones when the hub is allowed to transmit
21 frames to the remotes, when the remotes are allowed to transmit frames to the hub, and
22 when each remote is expected to receive a frame from the hub;

23
24 the hub transmitting a frame containing the cycle establishing information which
25 establishes both an outbound portion of the communication cycle when the hub transmits
26 frames to the remotes and an inbound portion of the communication cycle when the

1 remotes transmit frames to the hub, the frame containing the cycle establishing
2 information also establishing the predetermined intervals during the outbound and
3 inbound portions of the communication cycle when each remote is allowed to transmit
4 and receive;

5
6 the remotes powering off their transmitters during times other than those intervals when
7 the remote is allowed to transmit frames to the hub, by using the cycle establishing
8 information transmitted from the hub; and

9
10 the remotes powering off their receivers during times other than those intervals when the
11 remote is expected to receive a frame from the hub, by using the cycle establishing
12 information transmitted from the hub.

13 **THE DEFENDANT AND THE ACCUSED PRODUCTS**

14 5. PGE is a California Corporation with a principal place of business at 77 Beale Street, 32nd
15 Floor, San Francisco, California 94105.

16 6. PGE had, prior to January 2013, installed among its customer base a network of smart
17 meters supplied by Landis+Gyr AG and General Electric. Such smart meters communicate to an
18 access point over a neighborhood area network (“NAN”) using a communication module
19 supplied by Silver Spring Networks, Inc.

20 7. The communication between the smart meters and access points over the NAN occur
21 over the licensed 902-928 MHz band.

22 8. The smart meters and access points communicating over the NAN (“Accused Products”)
23 and are designed to form a communication group.

24 9. The Accused Products each include a transceiver consisting of a transmitter and receiver
25 that transmits and receives packets of data.

26 10. The Accused Products operate to transmit and receive information about customer

1 electricity usage.

2 11. The Accused Products form a group of at least one device operating in remote mode
3 (smart meter), and one device operating in base mode (access point).

4 12. The access point transmits at least one frame of data to a smart meter that initiates a
5 communication session, and which allows the smart meter to calculate the duration of the
6 communication session and its constituent intervals before the smart meter transmits to the
7 access point during the communication session.

8 13. During the communication session, the access point and smart meter will transmit and
9 receive packets of data to and from one another consisting of an interrogation message from the
10 access point to the smart meter, and utility usage and machine state data from the smart meter to
11 the access point.

12 14. During the transmission period, the smart meter expects to receive a packet of data in the
13 form of, *inter alia*, an acknowledgement.

14 15. During the reception period, the smart meter sends packets of data to the access point
15 including utility usage and machine state data.

16 16. The access point establishes communication cycles with the smart meter that repeats.
17 During each such communication cycle, there are intervals during which the access point and the
18 smart meter transmit and receive frames.

19 17. A smart meter has the ability to power off its transmitter during times other than those
20 when it is transmitting data.

21 18. A smart meter has the ability to power off its receiver during times other than those when
22 it is receiving data.

23 19. Once a smart meter has transmitted data packets to the access point, if its receiver has
24 been powered down, it activates its receiver to await the reception of data from the base.

25 **JURISDICTION AND VENUE**

26 20. This Court has subject matter jurisdiction in this matter pursuant to 28 U.S.C. § 1338(a).

1 21. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1400(b).

2 22. This Court has personal jurisdiction over PGE by virtue of PGE's continuing business
3 operations in this Judicial District.

4 **Count I – Infringement of the '734 Patent**

5 23. Atlas hereby incorporates by reference paragraphs 1-22.

6 24. PGE's smart meters and access points described herein infringed the claims of the '734
7 patent before the expiration thereof. Attached hereto as Exhibit B is a chart that shows how each
8 limitation of claim 1 of the '734 patent is found in the Accused Products.

9 25. Atlas was injured by PGE's infringement of the '734 patent.

10 26. Atlas has not made or sold, or had made or sold for it, any product covered by the claims
11 of the '734. Of Atlas's predecessors in interest in the ownership of the '734 patent, only Digital
12 Ocean Inc. made or sold, or had made or sold, products covered by the claims of the '734 patent.
13 Digital Ocean marked all such products with the '734 patent number.

14 WHEREFORE, Atlas respectfully requests that this Court award it damages adequate to
15 compensate it for PGE's infringement of the patents in suit, and such further relief as the Court
16 deems appropriate.

17 Date: March 17, 2016

Respectfully submitted,

18 /s/ George C. Summerfield

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CERTIFICATE OF SERVICE

I declare under penalty of perjury under the laws of the United States that on March 17, 2016, a true and correct copy of the foregoing PLAINTIFF’S AMENDED COMPLAINT was served in accordance with Rule 5, Federal Rules of Civil Procedure on the following counsel of record in the manner indicated:

Via CM/ECF

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