

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

WIRELESS TELEMATICS, LLC,)	
)	
Plaintiff,)	
)	
v.)	Case No.: 5:15-CV-00408-AKK
)	
OUTDOORLINK, INC., et al.,)	
)	
Defendants.)	

PLAINTIFF’S FIRST AMENDED COMPLAINT

Plaintiff Wireless Telematics, LLC (“Wireless Telematics” or “Plaintiff”), brings this First Amended Complaint against Defendants OutdoorLink, Inc. and OutdoorLink Services, Inc. (collectively “OutdoorLink” or “Defendants” unless otherwise specified), and alleges as follows:

The Parties

1. Wireless Telematics is a California Limited Liability Company with its principal place of business located in San Diego, California.
2. Plaintiff designs, manufactures, and markets Lighting Control & Monitoring Service (“LCMS”) for use in the commercial industry.
3. Defendants OutdoorLink Services, Inc. and OutdoorLink, Inc. are Alabama Corporations (collectively “OutdoorLink” or “Defendants” unless

otherwise specified), both with stated places of business at 3058 Leeman Ferry Road, Huntsville, Alabama 35801.

4. Service of process is proper on OutdoorLink, Inc. on its registered agent for service of process, Charles Jennings at 3058 Leeman Ferry Road, Huntsville, Alabama 35801, or on a principal officer of the company at the place of business.

5. Service of process is proper on OutdoorLink Services, Inc. on its registered agent for service of process, Terry Joe Kennamer at 3058 Leeman Ferry Road, Huntsville, Alabama 35801, or on a principal officer of the company at the place of business.

6. OutdoorLink sells and services remote wireless lighting controls for extensive outdoor lighting on commercial properties.

7. OutdoorLink conducts business and sells its consumer wireless lighting control systems and services, which include a wireless, machine to machine, exterior lighting controller (“Accused Technology”) throughout the United States, including in this district, via websites, including, but not limited to, at www.outdoorlinkinc.com and through various distributors. Upon information and belief, the Accused Technology includes the “SmartLink” system and services which enable OutdoorLink clients to use the Accused Technology.

Jurisdiction and Venue

8. This action arises under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*, and seeks damages and injunctive relief pursuant to 35 U.S.C. §§ 271, 281, and 283-285.

9. This Court has subject matter jurisdiction over the action pursuant to 28 U.S.C. §§1331 and 1338(a) because this action arises under the Acts of Congress relating to patents.

10. This Court has personal jurisdiction over OutdoorLink because OutdoorLink has their principle place of business in Huntsville, Alabama, and has regular and systematic contacts with the State of Alabama and within this judicial district by selling and/or offering to sell products and services that infringe the patents at issue in this case, and/or by conducting other business within this judicial district.

11. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400 because, upon information and belief, OutdoorLink conducts substantial business directly and/or through third parties or agents in this judicial district by selling and/or offering for sale infringing products, and/or by conducting other business in this judicial district. Furthermore, Wireless Telematics is headquartered and has its principal place of business in this judicial district, sells competing

products in this judicial district, and has been harmed by OutdoorLink's infringing conduct in this judicial district.

Background

12. Wireless Telematics is a premier designer, developer, manufacturer, and, provider of wireless lighting controllers that provide cost effective and energy efficient wireless lighting control.

13. Wireless Telematics owns and has full rights to United States Patent No. 7,847,706 ("the '706 Patent"), entitled "Wireless Electrical Apparatus Controller Device and Method of Use," was duly and legally issued on December 7, 2010." A copy of the '706 Patent is attached hereto as **Exhibit 1**.

14. The '706 Patent includes claims that cover devices, systems, and methods that involve or are directed towards a controller that generally communicates with a control center over a wireless network. The '706 Patent contains 29 total claims with 7 independent claims.

15. Wireless Telematics owns and has full rights to United States Patent No. 8,421,588 ("the '588 Patent"), entitled "Combination Wireless Electrical Apparatus Controller and Energy Monitoring Device and Method of Use," was duly and legally issued on April 16, 2013. A copy of the '588 Patent is attached hereto as **Exhibit 2**. The '588 Patent contains 15 total claims with 2 independent claims.

16. The ‘588 Patent includes claims that are directed towards various embodiments of a device for controlling an electrical apparatus and for monitoring the energy consumption of the electrical apparatus.

17. Upon information and belief that the Defendants’ Accused Technology is a controller that features a web-based interface that is programmed to remotely control and monitor lighting from a host network in true automatic network time. Attached herein as **Exhibit 3** is a marketing document that shows the Defendants’ “SmartLink” system and some of its features. Attached herein as **Exhibit 4** are photographs of the control unit of the Accused Technology. Attached herein as **Exhibit 5** is an instruction manual for installing a “SmartLink” unit. Attached herein as **Exhibit 6** is a SmartLink Agreement between OutdoorLink and a potential customer.

Count I: Patent Infringement (the ‘706 Patent)

18. Paragraphs 1–17 are hereby incorporated into this count by reference.

19. United States Patent No. 7,847,706 (“the ‘706 Patent”), entitled “Wireless Electrical Apparatus Controller Device and Method of Use,” was duly and legally issued on December 7, 2010.” The ‘706 Patent was duly and legally assigned to Wireless Telematics, and Wireless Telematics owns and has full rights to sue and recover damages and other relief for infringement of the ‘706 Patent.

20. On information and belief, OutdoorLink has infringed claims 1-29 of the '706 Patent literally and/or under the doctrine of equivalents by and through making, using, selling and/or importing its Accused Technology.

21. On information and belief, OutdoorLink has infringed Claim 1 of the '706 Patent because the Accused Technology uses a wireless cellular machine to machine that offers, among other things, "True Automatic Network Time," "True Daily Sunrise/Sunset Change Adjustment based on GPS coordinates," "Automatic Adjustment for Daylight Savings," and, a "Web-Based Interface." *See Exhibit 3.* These descriptions of OutdoorLink's Accused Technology read on Claim 1 of the '706 patent, which contains, in part, "a time-based wireless two-way network having imbedded real-time data . . . a host network operations center for communicating operating protocol commands over the wireless two-way network . . . a processor/transceiver control unit . . . whereby the processor/transceiver control unit controls power to one or more electrical apparatuses . . ." *See Exhibit 1.*

22. On information and belief, OutdoorLink's Accused Technology infringes Claim 2 of the '706 Patent because OutdoorLink's Accused Technology provides a method of controlling one or more electrical apparatuses wirelessly over a time-based two-way wireless network. *See Exhibit 3* (disclosing, among other things, a cellular controller with wireless technology and true automatic network time). Moreover, OutdoorLink's installation instructions demonstrate that the

control unit is installed near a power source (*see Exhibit 5*, pg. 5) and Claim 2 of the '706 also provides, "wiring a control unit between a power source and each electrical apparatus[.]" **Exhibit 2**. Claim 2 also provides, "communicating with the control unit from a host network operations center through the wireless network" and OutdoorLink's Accused Technology uses a "web-based interface." **Exhibit 3**.

23. On information and belief, OutdoorLink's Accused Technology infringes Claim 18 of the '706 Patent because the Accused Technology provides a controller that incorporates time-based wireless technology and a web-based interface to provide real time monitoring alerts, and the ability to monitor and control lighting. *See Exhibit 3*.

24. On information and belief, OutdoorLink's Accused Technology infringes Claim 19 of the '706 Patent because OutdoorLink's Accused Technology features the ability to work wirelessly over a network, automatic adjustment for daylight savings, wireless technology, remote custom scheduling, ability to remotely control the power, monitoring alerts in real time, and various alarm notifications, such as loss of power, power restore, bulb outages, and no current. *See Exhibit 3*.

25. On information and belief, OutdoorLink's Accused Technology infringes Claim 27 of the '706 Patent because OutdoorLink's Accused Technology features true daily sunrise/sunset change adjustment. *See Exhibit 3*.

26. On information and belief, OutdoorLink's Accused Technology infringes Claim 28 of the '706 Patent because OutdoorLink's Accused Technology features a control unit that is configured to feature a clock circuit that can provide true daily sunrise/sunset change adjustment. *See Exhibit 3.*

27. On information and belief, OutdoorLink's Accused Technology infringes Claim 29 of the '706 Patent because OutdoorLink's Accused Technology features a control unit that is configured to feature a clock circuit that can provide true daily sunrise/sunset change adjustment. *See Exhibit 3.*

28. On information and belief, OutdoorLink's technology also infringes dependent claims 3-17 and 20-26, however, further discovery is necessary of software routines, protocols, code, and circuit diagrams that are currently unavailable to Wireless, and which must be secured through discovery.

29. OutdoorLink infringes the '706 Patent by making, using, offering for sale, and selling infringing products and services within the United States and this judicial district, including a "SmartLink" line of products and related services.

30. OutdoorLink's infringement of the '706 Patent has been without permission, consent, authorization, or license of Wireless Telematics. Therefore, on information and belief, OutdoorLink's actions constitute willful and intentional infringement of the '706 Patent. This is also the case of all infringements that have

continued since filing of the lawsuit, when there is no doubt that OutdoorLink has been aware of the '706 patent.

31. As a direct and proximate result of OutdoorLink's infringement of the '706 Patent, Wireless Telematics has been damaged and is entitled to recover damages adequate to compensate it for OutdoorLink's infringement.

32. As a direct and proximate result of OutdoorLink's infringement of the '706 Patent, OutdoorLink has derived and received gains, profits and advantages in an amount currently unknown to Wireless Telematics.

33. OutdoorLink has caused Wireless Telematics substantial damages and irreparable injury by its infringement of the '706 Patent, and Wireless Telematics will continue to suffer damage and irreparable injury unless and until the infringement by OutdoorLink is enjoined by the Court. OutdoorLink has no adequate remedy at law.

Count II: Patent Infringement (The '588 Patent)

34. Paragraphs 1–33 are hereby incorporated into this count by reference.

35. On information and belief, OutdoorLink has infringed claims 1-15 of the '588 Patent literally and/or under the doctrine of equivalents by and through making, using, selling and/or importing its Accused Technology.

36. Wireless Telematics is the owner of United States Patent No. 8,421,588 ("the '588 Patent"), entitled "Combination Wireless Electrical Apparatus Controller

and Energy Monitoring Device and Method of Use,” was duly and legally issued on April 16, 2013. The ‘588 Patent was duly and legally assigned to Wireless Telematics, and Wireless Telematics owns and has full rights to sue and recover damages and other relief for infringement of the ‘588 Patent.

37. On information and belief, OutdoorLink has infringed claim 1 of the ‘588 Patent because photos of OutdoorLink’s Accused Technology show “a processor/transceiver control unit connected to each electrical apparatus and having at least one microprocessor wired to a transceiver.” *See Exhibit 4; see also Exhibit 5* (displaying OutdoorLink’s Accused Technology installation process including a hook up of an electrical apparatus to a control unit). Furthermore, Claim 1 of the ‘588 Patent describes “the processor/transceiver control unit further having one or more relays defining channels wired to the microprocessor . . .” (**Exhibit 2**) and, similarly, OutdoorLink’s Instruction Manual diagrams 4 relays. **Exhibit 5**, pg. 12-19. Upon information and belief, OutdoorLink enables remote on and off power controls, which read on “a means for measuring and totalizing energy consumption . . . and controls power” in Claim 1 of the ‘588 Patent. *See Exhibit 2*.

38. On information and belief, OutdoorLink has infringed claim 15 of the ‘588 Patent because, in view of the language of Claim 15, photos of OutdoorLink’s Accused Technology has “a processor/transceiver control unit connected to each electrical apparatus and having at least one microprocessor wired to a transceiver.”

See Exhibit 4. On information and belief, OutdoorLink’s Accused Technology reads on claim 15, which reads, in part, “energy measurement circuitry . . . configured to calculate energy from control circuit current data . . . and thereby measure energy consumption . . .” Similarly, OutdoorLink’s Agreement provides: “such software will provide wireless communication to Customer, permitting Customer to remotely turn off and on lights at a site of Customer, track and monitor power outages, restore power, identify bulb outages, and access proof of performance.” **Exhibit 6**, Para. 1.1(a). OutdoorLink’s Agreement further provides, “[t]he Software provided by OutdoorLink pursuant to this Agreement will enable Customer the ability to: (1) remotely turn off and on lights at Customer site, (2) alter the times during which the lights at a Customer site are on or off, (3) receive notification of electric power failure/outage or light fixture/bulb outage at Customer site, (4) restore electric power at Customer site, (5) receive proof of performance of electric light devices at Customer site, and (6) receive maintenance reports regarding the above.” **Exhibit 6**, Para. 5.2.

39. On information and belief, OutdoorLink’s technology also infringes dependent claims 2-14, however, further discovery is necessary of software routines, protocols, code, and circuit diagrams that are currently unavailable to Wireless, and which must be secured through discovery.

40. OutdoorLink infringes the '588 Patent by making, using, offering for sale, and selling infringing products within the United States and this judicial district.

41. OutdoorLink's infringement of the '588 Patent has been without permission, consent, authorization, or license of Wireless Telematics. On information and belief, OutdoorLink's actions constitute willful and intentional infringement of the '588 Patent. This is also the case of all infringements that have continued since filing of the lawsuit, when there is no doubt that OutdoorLink has been aware of the '588 patent.

42. As a direct and proximate cause of OutdoorLink's infringement of the '588 Patent, Wireless Telematics has been damaged and is entitled to recover damages adequate to compensate it for OutdoorLink's infringement.

43. As a direct and proximate result of OutdoorLink's infringement of the '588 Patent, OutdoorLink has derived and received gains, profits and advantages in an amount currently unknown to Wireless Telematics.

44. OutdoorLink has caused Wireless Telematics substantial damage and irreparable injury by its infringement of the '588 Patent, and Wireless Telematics will continue to suffer damage and irreparable injury unless and until the infringement by OutdoorLink is enjoined by the Court. OutdoorLink has no adequate remedy at law.

45. On information and belief, pursuant to 35 U.S.C. § 271(b)-(c), OutdoorLink has induced and/or contributed to the infringement of the '588 and '706 patents by actively and knowingly encouraging and assisting its customers to infringe the patent through use of the Accused Technology.

46. Pursuant to 35 U.S.C. § 284, Wireless Telematics is entitled to damages for OutdoorLink's infringing acts and treble damages together with interest and costs as fixed by this Court.

47. Pursuant to 35 U.S.C. § 285, Wireless Telematics is entitled to reasonable attorneys' fees for the necessity of bringing this claim.

Jury Demand

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

Prayer

WHEREFORE, Plaintiff Wireless Telematics respectfully requests that judgment be entered in favor of Wireless Telematics and against Defendant OutdoorLink and further prays that the Court grant the following relief to Wireless Telematics:

1. A judgment that Outdoor link has infringed the '706 and '588 Patents.
2. A judgment enhancing damages for willful infringement after learning of the '706 and '588 patents.

3. A judgment awarding to Wireless Telematics its lost profits as a result of infringement by OutdoorLink under 35 U.S.C. § 271;

4. A judgment awarding not less than a reasonable royalty to Wireless Telematics as a result of infringement by OutdoorLink under 35 U.S.C. § 271;

5. Entry of a preliminary and a permanent injunction pursuant to 35 U.S.C. § 283 enjoining OutdoorLink, as well as 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 of the '706 Patent, including but not limited to making, using, offering to sell, selling, or importing any products that infringe the '706 Patent;

6. Entry of a preliminary and a permanent injunction pursuant to 35 U.S.C. § 283 enjoining OutdoorLink, as well as 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 of the '588 Patent, including but not limited to making, using, offering to sell, selling, or importing any products that infringe the '588 Patent;

7. An award of all damages adequate to compensate Wireless Telematics for OutdoorLink's infringement, such damages to be determined by a jury and, if necessary, an accounting of all damages;

8. An award of pre-judgment and post-judgment interest to Wireless Telematics pursuant to 35 U.S.C. § 284;

9. A declaration that this case is willful and also exceptional under 35 U.S.C. § 285 and an award of the reasonable attorneys' fees, costs, and expenses incurred by Wireless Telematics in this action; and,

10. Such other and further relief as the Court may deem just and proper.

Dated: September 19, 2016

Respectfully Submitted,

BUCHE & ASSOCIATES, P.C.

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*ATTORNEYS FOR WIRELESS
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CERTIFICATE OF SERVICE

I hereby certify that on September 19, 2016, I caused to be electronically filed the foregoing PLAINTIFF'S FIRST AMENDED COMPLAINT using the CM/ECF system, which will serve a copy on the following counsel of record.

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