

**UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE**

F2VS TECHNOLOGIES, LLC,

Plaintiff,

v.

DAINTREE NETWORKS, INC.,

Defendant.

CIVIL ACTION NO. _____

JURY TRIAL DEMANDED

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff F2VS Technologies, LLC (hereinafter, "Plaintiff" or "F2VS"), by and through its undersigned counsel, files this Original Complaint for Patent Infringement against Defendant Daintree Networks, Inc. (hereinafter, "Defendant" or "Daintree") as follows:

NATURE OF THE ACTION

1. This is a patent infringement action to stop Defendant's infringement of Plaintiff's United States Patent Nos. 7,379,981 (hereinafter, the "'981 Patent"), 8,700,749 (hereinafter, the "'749 Patent"), and 8,855,019 (hereinafter, the "'019 Patent") (collectively, the "Patents-in-Suit"), copies of which are attached hereto as **Exhibits A, B and C**, respectively. Plaintiff is the owner of the Patents-in-Suit. Plaintiff seeks injunctive relief and monetary damages.

PARTIES

2. F2VS is a limited liability company organized and existing under the laws of the State of Delaware and maintains its principal place of business at 375 Park Avenue, Suite 2607, New York, New York, 10152 (New York County).

3. Based upon public information, Defendant Daintree Networks, Inc. is a corporation duly organized and existing under the laws of the state of Delaware since September 26, 2003, and has its principal place of business located at 5150 El Camino Real Suite E-20, Los Altos, California, 94022 (Santa Clara County). Defendant may be served through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801 (New Castle County).

4. Based upon public information, Defendant ships, distributes, makes, uses, offers for sale, sells, and/or advertises its products under the Daintree's ControlScope Wireless Lighting Controls brand.

JURISDICTION AND VENUE

5. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

6. The Court has personal jurisdiction over Daintree because: Daintree has minimum contacts within the State of Delaware and in the District of Delaware; Daintree has purposefully availed itself of the privileges of conducting business in the State of Delaware and in the District of Delaware; Daintree has sought protection and benefit from the laws of the State of Delaware and is incorporated there; Daintree regularly conducts business within the State of Delaware and

within the District of Delaware, and Plaintiff's causes of action arise directly from Daintree's business contacts and other activities in the State of Delaware and in the District of Delaware.

7. More specifically, Daintree, directly and/or through its intermediaries, ships, distributes, makes, uses, imports, offers for sale, sells, and/or advertises its products and affiliated services in the United States, the State of Delaware, and the District of Delaware. Based upon public information, Daintree has committed patent infringement in the State of Delaware and in the District of Delaware. Daintree solicits customers in the State of Delaware and in the District of Delaware. Daintree has many paying customers who are residents of the State of Delaware and the District of Delaware and who use Daintree's products in the State of Delaware and in the District of Delaware. Daintree is also incorporated in the State of Delaware and in the District of Delaware.

8. Venue is proper pursuant to 28 U.S.C. §1400(b) because Daintree resides in the District of Delaware because of its formation under the laws of Delaware.

9. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because Daintree resides in the District of Delaware because of its formation under the laws of Delaware, which subjects it to the personal jurisdiction of this Court.

BACKGROUND INFORMATION

10. The Patents-in-Suit were duly and legally issued by the United States Patent and Trademark Office on May 27, 2008 (the '981 Patent), April 15, 2014 (the '749 Patent), and October 7, 2014 (the '019 Patent) after full and fair examinations. Plaintiff is the owner of the Patents-in-Suit, and possesses all right, title and interest in the Patents-in-Suit including the right

to enforce the Patents-in-Suit, the right to license the Patents-in-Suit, and the right to sue Daintree for infringement and recover past damages.

11. Based upon public information, Daintree owns, operates, advertises, and/or controls the website <https://products.currentbyge.com/control-systems/wireless-lighting-controls>, through which Daintree advertises, sells, offers to sell, provides and/or educates customers about its products and services, including but not limited to the following products (collectively, the “Accused Products and Services”) from the Daintree’s ControlScope Wireless Lighting Controls Portfolio of indoor wireless lighting controllers, adapters, and routers for mesh and point-to-multipoint connections, including the following models: Wireless Area Controller 50 a/k/a WAC50, Wireless Area Controller 60 a/k/a WAC60, Enterprise System Controller a/k/a SC7x, Wireless Fixture Adapter WFA100-SN, Wireless Adapter WA100-PM, Wireless General Purpose Adapter WGA100, Wireless Occupancy Sensor WOS2-CM, Wireless Occupancy Sensor WOS2-WM, Wireless Photosensor WPS1, Wireless Sensor WHS 100, Wireless Wall Dimmer WWD1, Wireless Sensor Adapter WSA10, and Wireless Thermostat WTS10. Evidence obtained from Daintree’s website (and others) regarding these products is provided in **Exhibits D through L**, and is also located at:

- https://products.currentbyge.com/sites/products.currentbyge.com/files/documents/document_file/DT202-GE-Value-of-Wireless-Controls-Whitepaper.pdf
- https://products.currentbyge.com/sites/products.currentbyge.com/files/documents/document_file/Case-Study-Daintree-Networks-National-Bank-of-Arizona.pdf

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 7,379,981

12. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-11 above.

13. Plaintiff is informed and believes that Daintree has infringed and continues to infringe the '981 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the Daintree's ControlScope Wireless Lighting Controls brand, and other product lines. Based upon public information, Daintree has infringed and continues to infringe one or more claims of the '981 Patent, including Claim 1, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices that form a self-configuring wireless network that incorporates a group of virtual nodes (WAC50, WAC60, WFA100-SN, WA100-PM, WGA100, WOS2-CM, WOS2-WM, WPS1, WHS 100, WWD1, WSA10, and WTS10) coupled to a gateway (Controllers) to provide a communication access point between the nodes and an external network. For example, the Accused Products and Services infringe at least claim 1 of the '981 Patent by providing Defendant's customers with ControlScope Wireless Lighting Controls devices (WACs, Controls Software, System Controller, Wireless Adapters, ControlScope Connected Wireless Devices) that can self-configure to form a wireless mesh network. See Exhibit F, at p. 1-3; **Exhibit D, E, and L**. Specifically, the WAC50 and/or WAC60 can function as gateways or nodes depending on designation within the network to provide "commissioning, control and management functions. It creates the mesh network, manages it, and applies the lighting controls defined from [the ControlScope Manager]." See Exhibit G, at p.1. The WFA100-SN, WA100-PM, WGA100, WOS2-CM, WOS2-WM, WPS1, WHS 100, WWD1, WSA10, and WTS10 devices function as nodes. Within the network, nodes may be originators, recipients or routers of data. Here, these wireless sensors and adapters report measurements, receive commands, and enable wireless control and management of end-devices, e.g. thermostats, lights, meters. See Exhibit H. In

addition, the WAC50 and/or WAC60 can be used as a gateway to provide a communication access point between the other nodes (e.g. sensors and adapters) and an external network (remote control via internet or other network). See Exhibit G; Exhibit I; Exhibit J. Daintree's Accused Products and Services are available for sale on its website and through various retailers located throughout the United States. See, e.g., Exhibits D through L.

14. Based upon public information, Daintree has intentionally induced and continues to induce infringement of one or more claims of the '981 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Daintree's customers, to use the Accused Products and Services in an infringing manner. To the extent that Daintree is not the only direct infringer of the '981 Patent, customers such as the National Bank of Arizona that have purchased and/or used the Accused Products and Services, constitute direct infringers.¹ Despite knowledge of the '981 Patent as early as the date of service of the Original Complaint in this action, Daintree, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the '981 Patent. Based upon public information, the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Daintree. Based upon public information, Daintree specifically intends its customers to use its products and services in such a way that infringes the '981 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through

¹https://products.currentbyge.com/sites/products.currentbyge.com/files/documents/document_file/Case-Study-Daintree-Networks-National-Bank-of-Arizona.pdf

information available on Daintree's website including information brochures, promotional material, and contact information. See e.g. Exhibits D through L. Specifically, Daintree offers design services to select, deploy and integrate Daintree's products to assist its customers in establishing and using mesh systems. See e.g. Exhibits D through L. Based upon public information, Daintree knew that its actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

15. Daintree's aforesaid activities have been without authority and/or license from Plaintiff.

16. Plaintiff is entitled to recover from Daintree the damages sustained by Plaintiff as a result of Daintree's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

17. Daintree's infringement of Plaintiff's rights under the '981 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 8,700,749

18. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-11 above.

19. Plaintiff is informed and believes that Daintree has infringed and continues to infringe the '749 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the Daintree's ControlScope Wireless

Lighting Controls brand, and other product lines. Based upon public information, Daintree has infringed and continues to infringe one or more claims of the '749 Patent, including Claim 1, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices that form a self-configuring wireless network that incorporates a group of virtual nodes (WAC50, WAC60, WFA100-SN, WA100-PM, WGA100, WOS2-CM, WOS2-WM, WPS1, WHS 100, WWD1, WSA10, and WTS10) coupled to a gateway (Controllers) to provide a communication access point between the nodes and an external network. For example, the Accused Products and Services infringe at least claim 1 of the '749 Patent by providing Defendant's customers with ControlScope Wireless Lighting Controls devices (WACs, Controls Software, System Controller, Wireless Adapters, ControlScope Connected Wireless Devices) that can self-configure to form a wireless mesh network. See Exhibit F, at p. 1-3; **Exhibit D, E, and L**. Specifically, the WAC50 and/or WAC60 can function as gateways or nodes depending on designation within the network to provide "commissioning, control and management functions. It creates the mesh network, manages it, and applies the lighting controls defined from [the ControlScope Manager]." See Exhibit G, at p.1. The WFA100-SN, WA100-PM, WGA100, WOS2-CM, WOS2-WM, WPS1, WHS 100, WWD1, WSA10, and WTS10 devices function as nodes. Within the network, nodes may be originators, recipients or routers of data. Here, these wireless sensors and adapters report measurements, receive commands, and enable wireless control and management of end-devices, e.g. thermostats, lights, meters. See Exhibit H. In addition, the WAC50 and/or WAC60 can be used as a gateway to provide a communication access point between the other nodes (e.g. sensors and adapters) and an external network (remote control via internet or other network). See Exhibit G; Exhibit I; Exhibit J. Daintree's Accused

Products and Services are available for sale on its website and through various retailers located throughout the United States. See, e.g., Exhibit D through L.

20. Based upon public information, Daintree has intentionally induced and continues to induce infringement of one or more claims of the '749 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Daintree's customers, to use the Accused Products and Services in an infringing manner. To the extent that Daintree is not the only direct infringer of the '749 Patent, customers such as the National Bank of Arizona that have purchased and/or used the Accused Products and Services, constitute direct infringers.² Despite knowledge of the '749 Patent as early as the date of service of the Original Complaint in this action, Daintree, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the '749 Patent. Based upon public information, the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Daintree. Based upon public information, Daintree specifically intends its customers to use its products and services in such a way that infringes the '749 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Daintree's website including information brochures, promotional material, and contact information. See e.g. Exhibits D through L. Specifically, Daintree offers design services to select, deploy and integrate Daintree's products to assist its customers in

²https://products.currentbyge.com/sites/products.currentbyge.com/files/documents/document_file/Case-Study-Daintree-Networks-National-Bank-of-Arizona.pdf

establishing and using mesh systems. See e.g. Exhibits D through L. Based upon public information, Daintree knew that its actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

21. Daintree's aforesaid activities have been without authority and/or license from Plaintiff.

22. Plaintiff is entitled to recover from Daintree the damages sustained by Plaintiff as a result of Daintree's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

23. Daintree's infringement of Plaintiff's rights under the '749 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

COUNT III
INFRINGEMENT OF U.S. PATENT NO. 8,855,019

24. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-11 above.

25. Plaintiff is informed and believes that Daintree has infringed and continues to infringe the '019 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the Daintree's ControlScope Wireless Lighting Controls brand, and other product lines. Based upon public information, Daintree has infringed and continues to infringe one or more claims of the '019 Patent, including Claim 1, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices

that form a self-configuring wireless network that incorporates a group of virtual nodes (WAC50, WAC60, WFA100-SN, WA100-PM, WGA100, WOS2-CM, WOS2-WM, WPS1, WHS 100, WWD1, WSA10, and WTS10) coupled to a gateway (Controllers) to provide a communication access point between the nodes and an external network. For example, the Accused Products and Services infringe at least claim 1 of the '019 Patent by providing Defendant's customers with ControlScope Wireless Lighting Controls devices (WACs, Controls Software, System Controller, Wireless Adapters, ControlScope Connected Wireless Devices) that can self-configure to form a wireless mesh network. See Exhibit F, at p. 1-3; **Exhibit D, E, and L**. Specifically, the WAC50 and/or WAC60 can function as gateways or nodes depending on designation within the network to provide "commissioning, control and management functions. It creates the mesh network, manages it, and applies the lighting controls defined from [the ControlScope Manager]." See Exhibit G, at p.1. The WFA100-SN, WA100-PM, WGA100, WOS2-CM, WOS2-WM, WPS1, WHS 100, WWD1, WSA10, and WTS10 devices function as nodes. Within the network, nodes may be originators, recipients or routers of data. Here, these wireless sensors and adapters report measurements, receive commands, and enable wireless control and management of end-devices, e.g. thermostats, lights, meters. See Exhibit H. In addition, the WAC50 and/or WAC60 can be used as a gateway to provide a communication access point between the other nodes (e.g. sensors and adapters) and an external network (remote control via internet or other network). See Exhibit G; Exhibit I; Exhibit J. Daintree's Accused Products and Services are available for sale on its website and through various retailers located throughout the United States. See, e.g., Exhibits D through L.

26. Based upon public information, Daintree has intentionally induced and continues to induce infringement of one or more claims of the '019 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Daintree's customers, to use the Accused Products and Services in an infringing manner. To the extent that Daintree is not the only direct infringer of the '019 Patent, customers such as the National Bank of Arizona that have purchased and/or used the Accused Products and Services, constitute direct infringers.³ Despite knowledge of the '019 Patent as early as the date of service of the Original Complaint in this action, Daintree, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the '019 Patent. Based upon public information, the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Daintree. Based upon public information, Daintree specifically intends its customers to use its products and services in such a way that infringes the '019 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Daintree's website including information brochures, promotional material, and contact information. See e.g. Exhibits D through L. Specifically, Daintree offers design services to select, deploy and integrate Daintree's products to assist its customers in establishing and using mesh systems. See e.g. Exhibits D through L. Based upon public information, Daintree knew that its actions, including, but not limited to any of the

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aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

27. Daintree's aforesaid activities have been without authority and/or license from Plaintiff.

28. Plaintiff is entitled to recover from Daintree the damages sustained by Plaintiff as a result of Daintree's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

29. Daintree's infringement of Plaintiff's rights under the '019 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

JURY DEMAND

30. Plaintiff demands a trial by jury on all issues.

PRAYER FOR RELIEF

31. Plaintiff respectfully requests the following relief:

- A. An adjudication that one or more claims of the Patents-in-Suit has been infringed, either literally and/or under the doctrine of equivalents, by the Daintree;
- B. An adjudication that Daintree has induced infringement of one or more claims of the Patents-in-Suit based upon post-filing date knowledge of the Patents-in-Suit;

- C. An award of damages to be paid by Daintree adequate to compensate Plaintiff for Daintree's past infringement and any continuing or future infringement up until the date such judgment is entered, including interest, costs, and disbursements as justified under 35 U.S.C. § 284 and, if necessary to adequately compensate Plaintiff for Daintree's infringement, an accounting of all infringing sales including, but not limited to, those sales not presented at trial;
- D. A grant of permanent injunction pursuant to 35 U.S.C. § 283, enjoining the Daintree and its respective officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise, from further acts of infringement with respect to any one or more of the claims of the Patents-in-Suit;
- E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and,
- F. Any further relief that this Court deems just and proper.

Dated: November 28, 2017

Respectfully submitted,

/s/ Stamatios Stamoulis

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* *Pro Hac Vice* anticipated