

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

F2VS TECHNOLOGIES, LLC,

Plaintiff,

v.

ACUITY BRANDS LIGHTING, INC.,

Defendant.

CIVIL ACTION NO.

1:17-cv-4774-MLB

JURY TRIAL DEMANDED

PLAINTIFF'S AMENDED COMPLAINT

Plaintiff F2VS Technologies, LLC (hereinafter, "Plaintiff" or "F2VS"), by and through its undersigned counsel, files this Amended Complaint for Patent Infringement against Defendant Acuity Brands Lighting, Inc. (hereinafter, "Defendant" or "Acuity") 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 Acuity Brands Lighting, Inc. is a corporation duly organized and existing under the laws of the state of Delaware since July 3, 2001, and has its principal place of business located at 1170 Peachtree Street NE, Suite 2300, Atlanta, Georgia, 30309 (Fulton County).

4. Defendant may be served through its registered agent, The Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, 19808 (New Castle County).

5. Defendant may be served through its registered agent, The Corporation Service Company, 40 Technology Parkway South, Suite 300, Norcross, Georgia, 30092.

6. Based upon public information, Defendant ships, distributes, makes, uses, offers for sale, sells, and/or advertises its products under the Acuity nLight® and XPoint™ Wireless brands.

JURISDICTION AND VENUE

7. 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).

8. The Court has personal jurisdiction over Acuity because: Acuity has minimum contacts within the State of Georgia and in the Northern District of Georgia; Acuity has purposefully availed itself of the privileges of conducting business in the State of Georgia and in the Northern District of Georgia; Acuity has sought protection and benefit from the laws of the State of Georgia; Acuity regularly conducts business within the State of Georgia and within the Northern District of Georgia, and Plaintiff's causes of action arise directly from Acuity's business

contacts and other activities in the State of Georgia and in the Northern District of Georgia.

9. More specifically, Acuity, 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 Georgia, and the Northern District of Georgia. Based upon public information, Acuity has committed patent infringement in the State of Georgia and in the Northern District of Georgia. Acuity solicits customers in the State of Georgia and in the Northern District of Georgia. Acuity has many paying customers who are residents of the State of Georgia and the Northern District of Georgia and who use Acuity's products in the State of Georgia and in the Northern District of Georgia. Acuity is also incorporated in the State of Georgia and in the Northern District of Georgia.

10. Venue is proper pursuant to 28 U.S.C. §1400(b) because Acuity resides in the Northern District of Georgia because it has a regular and established place of business in this district and, upon information and belief, has committed acts of infringement in this district.

11. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because Acuity resides in the Northern District of Georgia which subjects it to the personal jurisdiction of this Court.

BACKGROUND INFORMATION

12. 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. See **Exhibits A, B, and C**, respectively.

13. 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 Acuity for infringement and recover past damages.

14. Based upon public information, Acuity owns, operates, advertises, and/or controls the website <https://www.acuitybrands.com/products/controls>, through which Acuity 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 Acuity nLight® and XPoint™ Wireless Portfolio of indoor wireless lighting sensors, controllers, adapters, and routers for mesh and point-to-multipoint connections, including the following models: XPoint™ Wireless CMRB Sensor/Controller, XPoint™ Wireless DS SBG Sensor, XPoint™ Wireless SBOR Sensor, XPoint™ Wireless Bridge, XPoint™ Wireless Gateway, XPoint™ Wireless Light Controller,

XPoint™ Wireless Sensor Interface, and nLight® Eclipse System Controller; these products are combined by Acuity, as shown in at least **Exhibits D through M**, into a wireless network that infringes claims of the Patents-in-Suit. Evidence obtained from Acuity’s website (and others) regarding these products is provided in **Exhibits D through M**, and is also located at:

- <https://www.acuitybrands.com/products/controls/xpoint-wireless> (“Acuity Resources webpage”).
- [https://www.acuitybrands.com/products/detail/488707/Sensor-Switch / SensorView-13/Configuration-and-Monitoring-Software-for- nLight®-and-XPoint-Wireless/-/media/products/Sensor_ Switch/488707/document/XPoint-Wireless-SensorView-FAQs_pdf.pdf](https://www.acuitybrands.com/products/detail/488707/Sensor-Switch/SensorView-13/Configuration-and-Monitoring-Software-for-nLight-and-XPoint-Wireless/-/media/products/Sensor_Switch/488707/document/XPoint-Wireless-SensorView-FAQs_pdf.pdf)
- <http://www.acuitybrands.com/-/media/00C03C0429F04208A65AA581835391C8.pdf?la=en>
- <https://www.acuitybrands.com/products/detail/209661/Lighting-Controls-and-Design/XPoint-Wireless-Light-Controller/XPoint-Wireless-Light-Controller> (“Xpoint Wireless Light Controller webpage”).

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

15. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-14 above.

16. Plaintiff is informed and believes that Acuity 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 Acuity nLight® and XPoint™ Wireless brands, and other product lines.

17. Based upon public information, Acuity 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 the Accused Products and Services.

18. The Accused Products and Services embody the patented invention and infringe because they form a self-configuring wireless network that incorporates a group of virtual nodes (XPoint™ Wireless CMRB Sensor/Controller, XPoint™ Wireless DS SBG Sensor, XPoint™ Wireless SBOR Sensor, XPoint™ Wireless Light Controller, XPoint™ Wireless Sensor Interface) coupled to a gateway (XPoint™ Wireless Bridge or XPoint™ Wireless Gateway) to provide a communication access point between the nodes and an external network (remote control *via* internet or other network). See e.g. Exhibit D, at p.1 (“XPoint Wireless components typically work together as part of a networked system.”); **Exhibit F**, at p.1 (“The XPoint Wireless Gateway provides a link between a XPoint Wireless network and a GX 2 lighting control software server (via LAN) or a GR 2400 system

(via XPA UpLink) to enable a XPoint Wireless system to be monitored, configured, and managed through web-based and PC-based interfaces.”); **Exhibit H**, at p.1.(“The XPoint Wireless protocol is based on the open standard IEEE 802.15.4, delivering robust communication by forming a self-healing, adaptive mesh network that maintains connectivity even in difficult environments.”).

19. For example, as shown below, the Accused Products and Services infringe at least claim 1 of the '981 Patent by providing a self-healing, adaptive wireless mesh network to Defendant's customers. See **Exhibit H**, at p.1; **Exhibit I**, at p. 1; **Exhibit J**, at p. 1; **Exhibit K**, at p.1; **Exhibit L**, at p. 1.

20. Acuity's wireless sensors/controllers (virtual nodes) are individually addressable, and *via* wireless technology, multiple virtual nodes establish connections, based on a protocol, and communicate with a group of other virtual nodes, forming a wireless mesh network. See **Exhibit G**, at p. 2; **Exhibit H**, at p.1; **Exhibit I**, at p. 1; **Exhibit J**, at p. 1; **Exhibit K**, at p.1; **Exhibit L**, at p. 1. Acuity creates the infringing wireless network by combining the Accused Products and Services as described in at least **Exhibits D through M**, and on the Acuity website(s).

21. More specifically, the “[w]ireless mesh network technology allows networked devices to route and repeat messages through a neighbor.” See Exhibit D, at p.1.

22. This wireless network may communicate with other wireless networks (self-configuring groups of Acuity sensors/controllers), and is communicatively coupled to an Acuity gateway or bridge using wireless technology. See e.g. Exhibit D, at p. 1; **Exhibit F**, at p. 2; **Exhibit G**, at p. 2; and the XPoint™ Wireless Light Controller webpage.

23. The XPoint™ Wireless Bridge or Gateway transmits data between, *i.e.* provides a communication access point between, at least one Acuity wireless mesh network and an external network, *e.g.* the Internet. Id.

24. A software interface facilitates these communications and controls. See Exhibit E, at p.2; **Exhibit F**, at p. 1.

25. Acuity’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 M.

26. Based upon public information, Acuity 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 Acuity's customers to use the Accused Products and Services in an infringing manner.

27. To the extent that Acuity is not the only direct infringer of the '981 Patent, customers that have purchased and/or used the Accused Products and Services, constitute direct infringers. See Exhibit N. Despite knowledge of the '981 Patent as early as the date of service of the Original Complaint in this action, Acuity, 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.

28. 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 Acuity. Based upon public information, Acuity 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, purchasers, users and developers on how to use them in an infringing manner. Such instructions and encouragement include, but are not limited to, advertising and promoting the use of the Accused Products and Services to third parties in an infringing manner, and providing guidelines, information brochures,

promotional material, contact information, and manuals through Acuity's website. See e.g. Exhibits D through M; Acuity Resources webpage. Acuity updates and maintains detailed information on its website to assist its customers in deployment, integration, troubleshooting issues, and technical support of Acuity's products to establish and use mesh systems. See e.g. Exhibits D through M; <https://www.acuitybrands.com/resources/customer-services>.

29. Based upon public information, Acuity 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.

30. Acuity's aforesaid activities have been without authority and/or license from Plaintiff.

31. Plaintiff is entitled to recover from Acuity the damages sustained by Plaintiff as a result of Acuity'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.

32. Acuity'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

33. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-14 above.

34. Plaintiff is informed and believes that Acuity 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 Acuity nLight® and XPoint™ Wireless brands, and other product lines.

35. Based upon public information, Acuity 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 the Accused Products and Services.

36. The Accused Products and Services embody the patented invention and infringe because they form a self-configuring wireless network that incorporates a group of virtual nodes (XPoint™ Wireless CMRB Sensor/Controller, XPoint™ Wireless DS SBG Sensor, XPoint™ Wireless SBOR Sensor, XPoint™ Wireless Light Controller, XPoint™ Wireless Sensor Interface) coupled to a gateway

(XPoint™ Wireless Bridge or XPoint™ Wireless Gateway) to provide a communication access point between the nodes and an external network (remote control *via* internet or other network). See e.g. Exhibit D, at p.1 (“XPoint Wireless components typically work together as part of a networked system.”); **Exhibit F**, at p.1 (“The XPoint Wireless Gateway provides a link between a XPoint Wireless network and a GX 2 lighting control software server (via LAN) or a GR 2400 system (via XPA UpLink) to enable a XPoint Wireless system to be monitored, configured, and managed through web-based and PC-based interfaces.”); **Exhibit H**, at p.1.(“The XPoint Wireless protocol is based on the open standard IEEE 802.15.4, delivering robust communication by forming a self-healing, adaptive mesh network that maintains connectivity even in difficult environments.”).

37. For example, as shown below, the Accused Products and Services infringe at least claim 1 of the '749 Patent by providing a self-healing, adaptive wireless mesh network to Defendant's customers. See Exhibit H, at p.1; **Exhibit I**, at p. 1; **Exhibit J**, at p. 1; **Exhibit K**, at p.1; **Exhibit L**, at p. 1.

38. Acuity's wireless sensors/controllers (virtual nodes) communicate *via* wireless technology. Multiple virtual nodes establish connections, based on a protocol, and communicate with a group of other virtual nodes, forming a wireless mesh network. See Exhibit G, at p. 2; **Exhibit H**, at p.1; **Exhibit I**, at p. 1; **Exhibit**

J, at p. 1; **Exhibit K**, at p.1; **Exhibit L**, at p. 1. Acuity creates the infringing wireless network by combining the Accused Products and Services as described in at least **Exhibits D** through **M**, and on the Acuity website(s).

39. More specifically, the “[w]ireless mesh network technology allows networked devices to route and repeat messages through a neighbor.” See Exhibit D, at p.1.

40. This wireless network (self-configuring groups of Acuity sensors/controllers) is communicatively coupled to an Acuity gateway or bridge using wireless technology. See e.g. **Exhibit D**, at p. 1; **Exhibit F**, at p. 2; **Exhibit G**, at p. 2; and the XPoint™ Wireless Light Controller webpage.

41. The XPoint™ Wireless Bridge or Gateway transmits data between, *i.e.* provides a communication access point between, at least one Acuity wireless mesh network and an external network, *e.g.* the Internet. Id.

42. Acuity’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 M.

43. Based upon public information, Acuity 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 Acuity's customers to use the Accused Products and Services in an infringing manner.

44. To the extent that Acuity is not the only direct infringer of the '749 Patent, customers that have purchased and/or used the Accused Products and Services, constitute direct infringers. See Exhibit N. Despite knowledge of the '749 Patent as early as the date of service of the Original Complaint in this action, Acuity, 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.

46. 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 Acuity. Based upon public information, Acuity 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, purchasers, users and developers on how to use them in an infringing manner. Such instructions and encouragement include, but are not limited to, advertising and promoting the use of the Accused Products and Services to third parties in an infringing manner, and providing guidelines, information brochures, promotional

material, contact information, and manuals through Acuity's website. See e.g. Exhibits D through M; Acuity Resources webpage. Acuity updates and maintains detailed information on its website to assist its customers in deployment, integration, troubleshooting issues, and technical support of Acuity's products to establish and use mesh systems. See e.g. Exhibits D through M; <https://www.acuitybrands.com/resources/customer-services>.

45. Based upon public information, Acuity 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.

46. Acuity's aforesaid activities have been without authority and/or license from Plaintiff.

47. Plaintiff is entitled to recover from Acuity the damages sustained by Plaintiff as a result of Acuity'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.

48. Acuity'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

49. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-14 above.

50. Plaintiff is informed and believes that Acuity 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 Acuity nLight® and XPoint™ Wireless brands, and other product lines.

51. Based upon public information, Acuity 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 the Accused Products and Services.

52. The Accused Products and Services embody the patented invention and infringe because they form a self-configuring wireless network that incorporates a group of virtual nodes (XPoint™ Wireless CMRB Sensor/Controller, XPoint™ Wireless DS SBG Sensor, XPoint™ Wireless SBOR Sensor, XPoint™ Wireless Light Controller, XPoint™ Wireless Sensor Interface) coupled to a gateway

(XPoint™ Wireless Bridge or XPoint™ Wireless Gateway) to provide a communication access point between the nodes and an external network (remote control *via* internet or other network). See e.g. Exhibit D, at p.1 (“XPoint Wireless components typically work together as part of a networked system.”); **Exhibit F**, at p.1 (“The XPoint Wireless Gateway provides a link between a XPoint Wireless network and a GX 2 lighting control software server (via LAN) or a GR 2400 system (via XPA UpLink) to enable a XPoint Wireless system to be monitored, configured, and managed through web-based and PC-based interfaces.”); **Exhibit H**, at p.1.(“The XPoint Wireless protocol is based on the open standard IEEE 802.15.4, delivering robust communication by forming a self-healing, adaptive mesh network that maintains connectivity even in difficult environments.”).

53. For example, as shown below, the Accused Products and Services infringe at least claim 1 of the '019 Patent by providing a self-healing, adaptive wireless mesh network to Defendant's customers. See Exhibit H, at p.1; **Exhibit I**, at p. 1; **Exhibit J**, at p. 1; **Exhibit K**, at p.1; **Exhibit L**, at p. 1.

54. Acuity's wireless sensors/controllers (virtual nodes) are individually addressable, and *via* wireless technology, multiple virtual nodes establish connections, based on a protocol, and communicate with a group of other virtual nodes, forming a wireless mesh network. See Exhibit G, at p. 2; **Exhibit H**, at p.1;

Exhibit I, at p. 1; **Exhibit J**, at p. 1; **Exhibit K**, at p.1; **Exhibit L**, at p. 1. Acuity creates the infringing wireless network by combining the Accused Products and Services as described in at least **Exhibits D through M**, and on the Acuity website(s).

55. More specifically, the “[w]ireless mesh network technology allows networked devices to route and repeat messages through a neighbor.” See Exhibit D, at p.1.

56. This wireless network (self-configuring groups of Acuity sensors/controllers) is communicatively coupled to an Acuity gateway or bridge using wireless technology. See e.g. Exhibit D, at p. 1; **Exhibit F**, at p. 2; **Exhibit G**, at p. 2; the XPoint™ Wireless Light Controller webpage.

57. The XPoint™ Wireless Bridge or Gateway transmits data between, *i.e.* provides a communication access point between, at least one Acuity wireless mesh network and an external network, *e.g.* the Internet. Id.

58. Acuity’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 M.

59. Based upon public information, Acuity 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 Acuity's customers to use the Accused Products and Services in an infringing manner.

60. To the extent that Acuity is not the only direct infringer of the '019 Patent, customers that have purchased and/or used the Accused Products and Services, constitute direct infringers. See Exhibit N. Despite knowledge of the '019 Patent as early as the date of service of the Original Complaint in this action, Acuity, 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.

61. 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 Acuity. Based upon public information, Acuity 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, purchasers, users and developers on how to use them in an infringing manner. Such instructions and encouragement include, but are not limited to, advertising and promoting the use of the Accused Products and Services to third

parties in an infringing manner, and providing guidelines, information brochures, promotional material, contact information, and manuals through Acuity's website. See e.g. Exhibits D through M; Acuity Resources webpage. Acuity updates and maintains detailed information on its website to assist its customers in deployment, integration, troubleshooting issues, and technical support of Acuity's products to establish and use mesh systems. See e.g. Exhibits D through M; <https://www.acuitybrands.com/resources/customer-services>.

62. Based upon public information, Acuity 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.

63. Acuity's aforesaid activities have been without authority and/or license from Plaintiff.

64. Plaintiff is entitled to recover from Acuity the damages sustained by Plaintiff as a result of Acuity'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.

65. Acuity'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

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

PRAYER FOR RELIEF

67. 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 Acuity;
- B. An adjudication that Acuity 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 Acuity adequate to compensate Plaintiff for Acuity'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 Acuity'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 Acuity 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: February 8, 2018

Respectfully submitted,

/s/ James F. McDonough, III

HENINGER GARRISON DAVIS, LLC

James F. McDonough, III (Bar No. 117088, GA)

Jonathan R. Miller (Bar No. 507179, GA)

Travis E. Lynch (Bar No. 162373, GA)

3621 Vinings Slope, Suite 4320

Atlanta, Georgia 30339

Telephone: (404) 996-0869, 0863, 0867

Facsimile: (205) 547-5502, 5506, 5515

Email: jmcDonough@hgdLawfirm.com

Email: jmiller@hgdLawfirm.com

Email: tlynch@hgdLawfirm.com

Attorneys for Plaintiff

F2VS Technologies, LLC

CERTIFICATE OF COMPLIANCE WITH LR 5.1

I HEREBY CERTIFY that the foregoing document has been prepared in compliance with the requirements of LR 5.1, NDGa using 14-point Times New Roman font.

Dated: February 8, 2018

/s/ James F. McDonough, III

James F. McDonough, III

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I caused to be electronically-filed the foregoing document with the Clerk of Court using this Court's CM/ECF system, which caused it to be served this day on all counsel of record who have consented to receive electronic service.

Dated: February 8, 2018

/s/ James F. McDonough, III
James F. McDonough, III