

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

F2VS TECHNOLOGIES, LLC,

Plaintiff,

v.

B+B SMARTWORX INC.,

Defendant.

Case 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 B+B SmartWorx Inc. (hereinafter, “Defendant” or “B+B”) 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 Delaware limited liability company with 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 B+B Smartworx Inc. is a Delaware corporation, registered with the Illinois Secretary of Stated to do business in Illinois, and with its

principal place of business at 707 Dayton Road, PO Box 1040, Ottawa, Illinois, USA, 61350 (LaSalle County). Defendant may be served through its registered agent, C T Corporation System at 208 South LaSalle Street, Suite 814, Chicago, Illinois 60604 (Cook County).

4. Based upon public information, Defendant ships, distributes, makes, uses, offers for sale, sells, and/or advertises its products using B+B's SmartMesh IP technology, which is integrated into its IoT and Network Edge Platforms (<http://advantech-bb.com/product-technology/iot-and-network-edge-platforms/>), including its Wzzard™ Intelligent Edge Nodes/Wireless SmartMesh IP Sensor Network Burglary (<http://www.bb-elec.com/Tech-Support/Brochures/B-B-Sensors-Wzzard-Brochure.aspx>), its SmartSwarm platform (<http://advantech-bb.com/product-technology/iot-and-network-edge-platforms/smartswarm-351/>), “SmartSwarm 341/342 also includes an interface and manager for B+B's Wzzard wireless sensor platform,” <http://advantech-bb.com/product-technology/iot-and-network-edge-platforms/smartswarm-341/>), the SmartWorx Hub remote configuration management tool (<http://advantech-bb.com/product-technology/iot-and-network-edge-platforms/smartworx-hub/>), and Spectre Network Gateway (<http://advantech-bb.ignitionstudio.us/product-technology/iot-and-network-edge-platforms/wzzard/spectre-network-gateway/>) (each of the links provided here being the “Product Links” and comprising the Accused Products and Services, as defined in more detail below).

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 B+B because: B+B has minimum contacts within the State of Illinois and in the Northern District of Illinois; B+B has purposefully availed

itself of the privileges of conducting business in the State of Illinois and in the Northern District of Illinois; B+B has sought protection and benefit from the laws of the State of Illinois and is registered to do business there; B+B regularly conducts business within the State of Illinois and within the Northern District of Illinois, and Plaintiff's causes of action arise directly from B+B's business contacts and other activities in the State of Illinois and in the Northern District of Illinois.

7. More specifically, B+B, 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 Illinois, and the Northern District of Illinois. Based upon public information, B+B has committed patent infringement in the State of Illinois and in the Northern District of Illinois. B+B solicits customers in the State of Illinois and in the Northern District of Illinois. B+B has many paying customers who are residents of the State of Illinois and the Northern District of Illinois and who use B+B's products in the State of Illinois and in the Northern District of Illinois.

8. Venue is proper pursuant to 28 U.S.C. §1400(b) because B+B resides in the Northern District of Illinois due to its principal place of business being located in Ottawa, Illinois.

9. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because B+B resides in the Northern District of Illinois due to its principal place of business in Ottawa, Illinois, 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 B+B for infringement and recover past damages.

11. Based upon public information, B+B owns, operates, advertises, and/or controls the website <http://advantech-bb.com> and <http://www.bb-elec.com/> through which B+B advertises, sells, offers to sell, provides and/or educates customers about its products and services, including its SmartMesh IP technology, which is integrated into its IoT and Network Edge Platforms (<http://advantech-bb.com/product-technology/iot-and-network-edge-platforms/>), including its Wzzard™ Intelligent Edge Nodes/Wireless SmartMesh IP Sensor Network (<http://www.bb-elec.com/Tech-Support/Brochures/B-B-Sensors-Wzzard-Brochure.aspx>), its SmartSwarm platform (<http://advantech-bb.com/product-technology/iot-and-network-edge-platforms/smartswarm-351/>), “SmartSwarm 341/342 also includes an interface and manager for B+B’s Wzzard wireless sensor platform,” <http://advantech-bb.com/product-technology/iot-and-network-edge-platforms/smartswarm-341/>), the SmartWorx Hub remote configuration management tool (<http://advantech-bb.com/product-technology/iot-and-network-edge-platforms/smartswarm-hub/>), and Spectre Network/Intelligent Gateway (<http://advantech-bb.com/product-technology/iot-and-network-edge-platforms/wzzard/spectre-network-gateway/>), including the following: SmartSwarm 351 (SG30000320-51 and SG30000325-51, both at <https://buy.advantech-bb.com/Intelligent-Gateways-IIoT-Solutions/Modbus-Integration-Gateway/BBC13220.products.htm>), SmartSwarm 342 (BB-SG30000525-42, BB-SG30300525-42, BB-SG30500520-42, all available at <https://buy.advantech-bb.com/Wireless-Sensing/BBC13192.products.htm>). Wzzard wireless sensors (WCD1H2102H, WSD2C21150, WSD2C31010, WSD2M31010, BB-WSK-HAC-2, BB-WSK-NRG-2, BB-WSK-REF-2, JC10F50-V, JC24S250-V, all at <https://buy.advantech->

bb.com/Wireless-Sensing/BBC13192.products.htm), Spectre Network/Intelligent Gateway (RT3G-350, RT3G-351, RTLTE-350-VZ, RTLTE-350-AT, and ERT351, <http://advantech-bb.ignitionstudio.us/product-technology/iot-and-network-edge-platforms/wzzard/spectre-network-gateway/>) and SmartWorx Hub remote configuration management tool (<http://advantech-bb.com/product-technology/iot-and-network-edge-platforms/smartworx-hub/>) (a technical specification for which are each accessible via the Product Links).

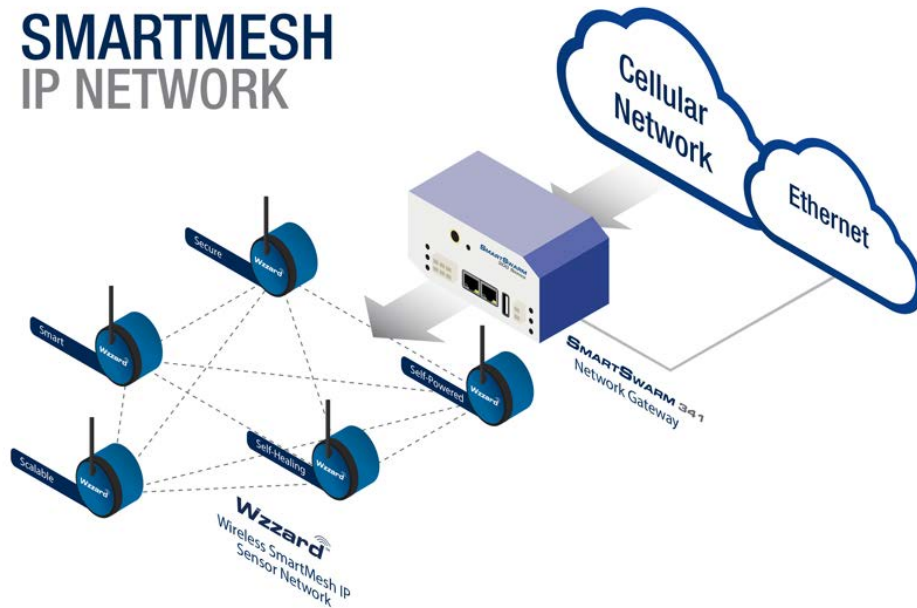
12. Evidence obtained from B+B's website (and others) regarding these products is provided in **Exhibits D through U** and is also located at the Product Links.

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

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

14. Plaintiff is informed and believes that B+B has infringed and continues to infringe the '981 Patent by its provision of the Accused Products and Services, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products by incorporating B+B's SmartMesh IP technology into its IoT and Network Edge Platforms, as incorporated into the Accused Products as identified above. Based upon public information, B+B 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 (Wzzard wireless sensors WCD1H2102H, WSD2C21150, WSD2C31010, WSD2M31010, BB-WSK-HAC-2, BB-WSK-NRG-2, BB-WSK-REF-2, JC10F50-V, JC24S250-V) (each a "Node") coupled to a gateway (IoT Integration Gateway, including SmartSwarm 351, SG30000320-51 and SG30000325-51, the SmartSwarm 342, BB-SG30000525-42, BB-SG30300525-42, BB-SG30500520-42, and Spectre Network/Intelligent Gateways, RT3G-350, RT3G-351, RTLTE-350-VZ, RTLTE-350-AT, and

ERT351) to provide a communication access point between the nodes and an external network (internet) to control and monitor the nodes (via SmartWorx Hub). A pictorial example is shown below:



See <http://advantech-bb.com/product-technology/iot-and-network-edge-platforms/industrial-wireless-sensing-solutions/> (depicting the SmartMesh IP Network). “The platform uses Wzzard mesh sensor edge nodes and a self-forming, self-healing wireless mesh network to transmit sensor data to a wireless gateway.” See **Exhibit E** (p.5). This further shows that, as required by the claims of the Patents-in-Suit, the network and nodes are “self-configuring.”

15. Based upon public information, B+B has intentionally induced from at least the time of service of this Complaint 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 B+B’s customers, to use the Accused Products and Services in an infringing manner, through its provision of Services (examples include “Retrofitting a Data Center with an Environmental Monitoring and

Control System,” see <http://advantech-bb.com/retrofitting-a-data-center-with-an-environmental-monitoring-and-control-system/>, implementing “Environmental Monitoring and Control in an Underground Data Center,” see <http://advantech-bb.com/environmental-monitoring-control-in-an-underground-data-center/> , and each using Wzzard Mesh Gen 2 wireless sensors and SmartSwarm 342 Wzzard Mesh Gateway, see *id.*, with additional examples here: <http://advantech-bb.com/applications-and-solutions/>). To the extent that B+B is not the only direct infringer of the ‘981 Patent, customers such as the customers listed here: <http://advantech-bb.com/applications-and-solutions/> that have purchased and/or used the Accused Products and Services, constitute direct infringers. Despite knowledge of the ‘981 Patent as early as the date of service of the Original Complaint in this action, B+B, 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 B+B. Based upon public information, B+B 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 information available on B+B’s website including information brochures, promotional material, and contact information. See e.g. **Exhibits D through V**. Specifically, B+B offers design services to select, deploy and integrate B+B’s products to assist its customers in establishing and using mesh systems. See e.g. **Exhibits D through V**. Based upon public information, B+B 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.

16. B+B's aforesaid activities have been without authority and/or license from Plaintiff.

17. Plaintiff is entitled to recover from B+B the damages sustained by Plaintiff as a result of B+B'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.

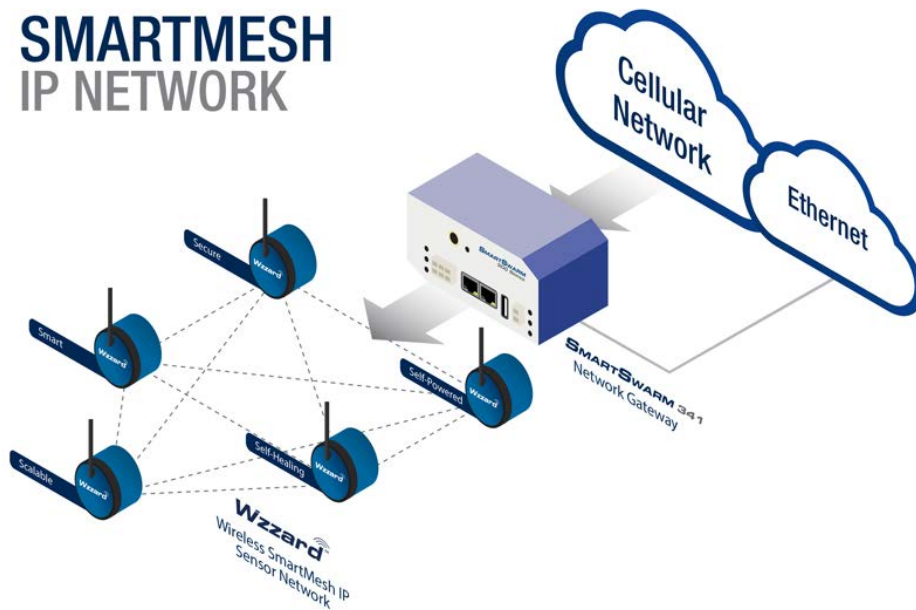
18. B+B's infringement of Plaintiff's rights under the '981 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

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

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

20. Plaintiff is informed and believes that B+B has infringed and continues to infringe the '749 Patent by its provision of the Accused Products and Services, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products by incorporating B+B's SmartMesh IP technology into its IoT and Network Edge Platforms, as incorporated into the Accused Products as identified above. Based upon public information, B+B 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 (Wzzard wireless sensors WCD1H2102H, WSD2C21150, WSD2C31010, WSD2M31010, BB-WSK-HAC-2, BB-WSK-NRG-2, BB-WSK-REF-2, JC10F50-V, JC24S250-V) (each a "Node") coupled to a gateway (IoT

Integration Gateway, including SmartSwarm 351, SG30000320-51 and SG30000325-51, the SmartSwarm 342, BB-SG30000525-42, BB-SG30300525-42, BB-SG30500520-42, and Spectre Network/Intelligent Gateways, RT3G-350, RT3G-351, RTLTE-350-VZ, RTLTE-350-AT, and ERT351) to provide a communication access point between the nodes and an external network (internet) to control and monitor the nodes (via SmartWorx Hub). A pictorial example is shown below:



See <http://advantech-bb.com/product-technology/iot-and-network-edge-platforms/industrial-wireless-sensing-solutions/> (depicting the SmartMesh IP Network). “The platform uses Wizzard mesh sensor edge nodes and a self-forming, self-healing wireless mesh network to transmit sensor data to a wireless gateway.” See **Exhibit E** (p,5). This further shows that, as required by the claims of the Patents-in-Suit, the network and nodes are “self-configuring.”

21. Based upon public information, B+B has intentionally induced from at least the time of service of this Complaint 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 B+B's customers, to use the Accused Products and Services in an infringing manner, through its provision of Services (examples include "Retrofitting a Data Center with an Environmental Monitoring and Control System," see <http://advantech-bb.com/retrofitting-a-data-center-with-an-environmental-monitoring-and-control-system/>, implementing "Environmental Monitoring and Control in an Underground Data Center," see <http://advantech-bb.com/environmental-monitoring-control-in-an-underground-data-center/> , and each using Wzzard Mesh Gen 2 wireless sensors and SmartSwarm 342 Wzzard Mesh Gateway, see *id.*, with additional examples here: <http://advantech-bb.com/applications-and-solutions/>). To the extent that B+B is not the only direct infringer of the '749 Patent, customers such as the customers listed here: <http://advantech-bb.com/applications-and-solutions/> that have purchased and/or used the Accused Products and Services, constitute direct infringers. Despite knowledge of the '749 Patent as early as the date of service of the Original Complaint in this action, B+B, 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 B+B. Based upon public information, B+B 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 B+B's website including information brochures, promotional material, and contact information. See e.g. **Exhibits D through V**. Specifically, B+B offers design services to select, deploy and integrate B+B's products to assist its customers in establishing and using mesh systems. See e.g. **Exhibits D through V**. Based upon public

information, B+B 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.

22. B+B's aforesaid activities have been without authority and/or license from Plaintiff.

23. Plaintiff is entitled to recover from B+B the damages sustained by Plaintiff as a result of B+B'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.

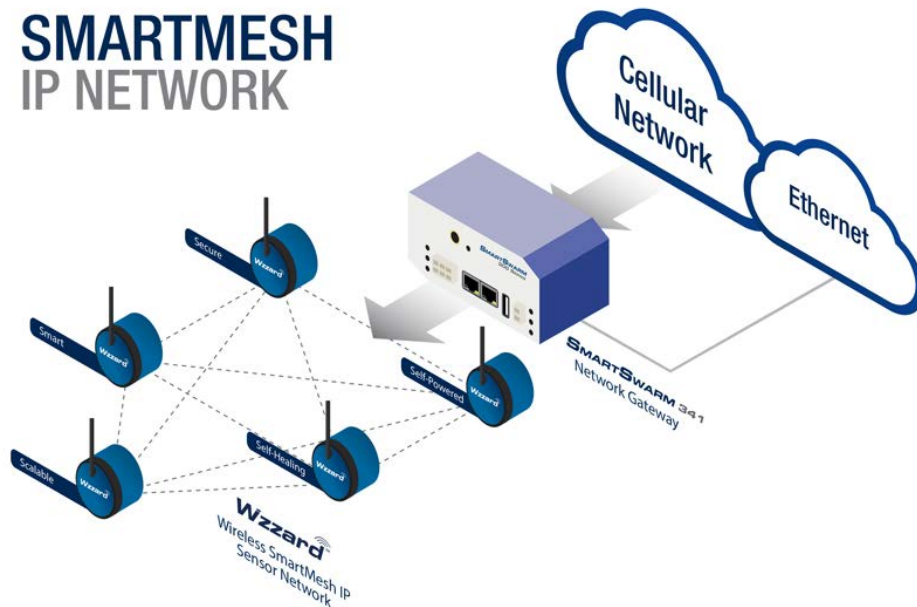
24. B+B's infringement of Plaintiff's rights under the '749 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

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

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

26. Plaintiff is informed and believes that B+B has infringed and continues to infringe the '019 Patent by its provision of the Accused Products and Services, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products by incorporating B+B's SmartMesh IP technology into its IoT and Network Edge Platforms, as incorporated into the Accused Products as identified above. Based upon public information, B+B 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 (Wzzard wireless sensors

WCD1H2102H, WSD2C21150, WSD2C31010, WSD2M31010, BB-WSK-HAC-2, BB-WSK-NRG-2, BB-WSK-REF-2, JC10F50-V, JC24S250-V) (each a “Node”) coupled to a gateway (IoT Integration Gateway, including SmartSwarm 351, SG30000320-51 and SG30000325-51, the SmartSwarm 342, BB-SG30000525-42, BB-SG30300525-42, BB-SG30500520-42, and Spectre Network/Intelligent Gateways, RT3G-350, RT3G-351, RTLTE-350-VZ, RTLTE-350-AT, and ERT351) to provide a communication access point between the nodes and an external network (internet) to control and monitor the nodes (via SmartWorx Hub). A pictorial example is shown below:



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27. Based upon public information, B+B has intentionally induced from at least the time of service of this Complaint 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 B+B's customers, to use the Accused Products and Services in an infringing manner, through its provision of Services (examples include "Retrofitting a Data Center with an Environmental Monitoring and Control System," see <http://advantech-bb.com/retrofitting-a-data-center-with-an-environmental-monitoring-and-control-system/>, implementing "Environmental Monitoring and Control in an Underground Data Center," see <http://advantech-bb.com/environmental-monitoring-control-in-an-underground-data-center/> , and each using Wzzard Mesh Gen 2 wireless sensors and SmartSwarm 342 Wzzard Mesh Gateway, see *id.*, with additional examples here: <http://advantech-bb.com/applications-and-solutions/>). To the extent that B+B is not the only direct infringer of the '019 Patent, customers such as the customers listed here: <http://advantech-bb.com/applications-and-solutions/> that have purchased and/or used the Accused Products and Services, constitute direct infringers. Despite knowledge of the '019 Patent as early as the date of service of the Original Complaint in this action, B+B, 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 B+B. Based upon public information, B+B 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 B+B's website including information brochures,

promotional material, and contact information. See e.g. Exhibits D through V. Specifically, B+B offers design services to select, deploy and integrate B+B's products to assist its customers in establishing and using mesh systems. See e.g. Exhibits D through V. Based upon public information, B+B 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.

28. B+B's aforesaid activities have been without authority and/or license from Plaintiff.

29. Plaintiff is entitled to recover from B+B the damages sustained by Plaintiff as a result of B+B'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.

30. B+B'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

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

PRAYER FOR RELIEF

32. 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 B+B;

- B. An adjudication that B+B 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 B+B adequate to compensate Plaintiff for B+B'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 B+B'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 B+B 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: August 8, 2018

Respectfully submitted,

/s/ Timothy J. Haller

Timothy J. Haller

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* *Pro Hac Vice* anticipated