

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

F2VS TECHNOLOGIES, LLC,

Plaintiff,

v.

AES CORPORATION,

Defendant.

CIVIL ACTION NO.

JURY TRIAL DEMANDED

PLAINTIFF'S COMPLAINT

Plaintiff F2VS Technologies, LLC (hereinafter, "Plaintiff" or "F2VS"), by and through its undersigned counsel, files this Original Complaint for Patent Infringement against Defendant AES Corporation (hereinafter, "Defendant" or "AES") 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 AES Corporation is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts since February 26, 1974, and has its principal place of business located at 285 Newbury Street, Peabody, Massachusetts 01960 (Essex County). Defendant may be served through its registered agent, Michael J. Sherman at 285 Newbury Street, Peabody, Massachusetts 01960.

4. Based upon public information, Defendant ships, distributes, makes, uses, offers for sale, sells, and/or advertises its products under AES's IntelliNet technology, which is integrated into its MCT (<https://aes-corp.com/products/central-station-receivers/>), Burglary (<https://aes-corp.com/products/burglary/>), Central Station Receivers (<https://aes-corp.com/products/central-station-receivers/>), and Fire (<https://aes-corp.com/products/fire/>) products, each of which are controlled/managed by AES's Network Management System software package (<https://aes-corp.com/product/7275-aes-network-management-system/>), along with associated Services (<https://aes-corp.com/products/services/>) (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 AES because: AES has minimum contacts within the Commonwealth of Massachusetts and in the District of Massachusetts; AES has purposefully availed itself of the privileges of conducting business in the Commonwealth of Massachusetts and in the District of Massachusetts; AES has sought protection and benefit from the laws of the Commonwealth of Massachusetts and is incorporated there; AES regularly conducts business within the Commonwealth of Massachusetts and within the District of Massachusetts, and Plaintiff's causes of action arise directly from AES's business contacts and other activities in the Commonwealth of Massachusetts and in the District of Massachusetts.

7. More specifically, AES, 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 Commonwealth of Massachusetts, and the District of Massachusetts. Based upon public information, AES has committed patent infringement in the Commonwealth of Massachusetts and in the District of Massachusetts. AES solicits customers in the Commonwealth of Massachusetts and in the District of Massachusetts. AES has many paying customers who are residents of the Commonwealth of Massachusetts and the District of Massachusetts and who use AES's products in the Commonwealth of Massachusetts and in the District of Massachusetts. AES is also incorporated in the Commonwealth of Massachusetts and in the District of Massachusetts.

8. Venue is proper pursuant to 28 U.S.C. §1400(b) because AES resides in the District of Massachusetts due to its formation under the laws of Massachusetts and keeping its principal place of business in Massachusetts.

9. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because AES resides in the District of Massachusetts due to its formation under the laws of Massachusetts and keeping its principal place of business in Massachusetts, 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 AES for infringement and recover past damages.

11. Based upon public information, AES owns, operates, advertises, and/or controls the website <https://aes-corp.com> through which AES advertises, sells, offers to sell, provides and/or educates customers about its products and services that incorporates its IntelliNet technology, including but not limited to the following products (collectively, the “Accused Products and Services”) from AES’s MCT (<https://aes-corp.com/products/central-station-receivers/>), Burglary (<https://aes-corp.com/products/burglary/>), Central Station Receivers (<https://aes-corp.com/products/central-station-receivers/>), and Fire (<https://aes-corp.com/products/fire/>) products, each of which are controlled/managed by AES’s Network

Management System software package (<https://aes-corp.com/product/7275-aes-network-management-system/>) and enabled by associated Services (<https://aes-corp.com/products/services/>), including the following: IntelliNet MCT 2.0 (Fire and Burg), 7007 IntelliNet 2.0 Burglary Subscriber, 7350 Series Transceiver, 7058E Series Transceiver, 7094 IntelliPro Accessory, 7067 AES-IntelliTap Accessory, 7707 IntelliNet 2.0 Fire Subscriber, 7706-ULF Integrated Fire Monitoring System, 7788F-ULP-P Fire Subscriber with AES-IntelliPro and Local Annunciator, 7740 Local Annunciator, 7788F / 7744F Transceivers, 7795 AES-IntelliPro Fire™ Series, 7794 IntelliPro Fire Accessory, 7770 FireTap Accessory, 7067 AES-IntelliTap Accessory, 7705i AES-MultiNet, 7170 IP Link Remote Receiver, AES-IntelliStart, IP Link Maintenance Program, AES-MultiNet Receiver Maintenance Program, along with the 7275 AES-Network Management System (NMS 5.0) (a technical specification) for which are each accessible *via* the Product Links).

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

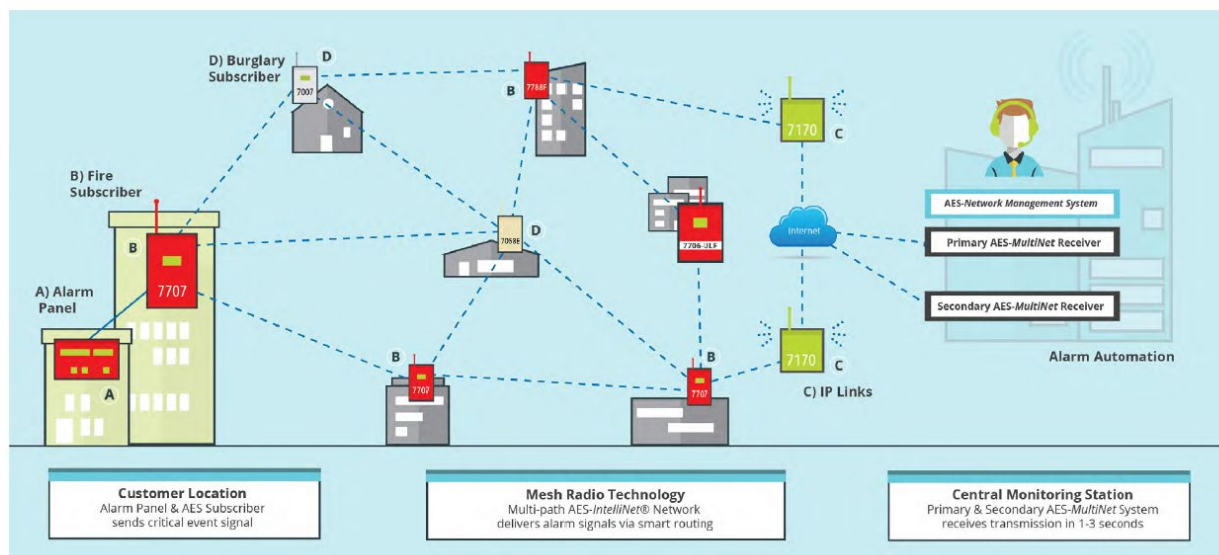
COUNT I
INFRINGEMENT OF U.S. PATENT NO. 7,379,981

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

14. Plaintiff is informed and believes that AES 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 AES's IntelliNet brand, as incorporated into the products identified above. Based upon public information, AES 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 (7007 IntelliNet 2.0 Burglary Subscriber, 7350 Series Transceiver, 7058E Series Transceiver, 7094 IntelliPro Accessory, 7067 AES-IntelliTap Accessory, 7707 IntelliNet 2.0 Fire Subscriber, 7706-ULF Integrated Fire Monitoring System, 7788F-ULP-P Fire Subscriber with AES-IntelliPro and Local Annunciator, 7740 Local Annunciator, 7788F / 7744F Transceivers, 7795 AES-IntelliPro Fire™ Series, 7794 IntelliPro Fire Accessory, 7770 FireTap Accessory, 7067 AES-IntelliTap Accessory, 7705i AES-MultiNet, 7170 IP Link Remote Receiver) (each a “Node”) coupled to a gateway (the Nodes dual function as gateways that can each communicate to a second network) to provide a communication access point between the nodes and an external network (internet) to control and monitor the nodes (via AES Network Management System and AES-MCT receiver(s)). A pictorial example is shown below:

IntelliNet 2.0 Private Wireless Mesh Radio Network



See https://aes-corp.com/wp-content/uploads/2018/03/2.0Burg_ds_03282018F_Web.pdf

(Exhibit F at page 2, depicting the IntelliNet 2.0 Private Wireless Mesh Radio Network). AES

networks are self-forming, self-healing, and highly scalable. IntelliNet 2.0 capabilities include utilizing an Internet connection for installations requiring a secondary alarm path and dual reporting of alarm signals, i.e. Multiple Communication Technologies (MCT).” See Exhibit Y. 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, AES 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 AES's customers, to use the Accused Products and Services in an infringing manner, through its provision of Services (AES-Intellistart and AES Maintenance Programs, where it offers to teach persons how to implement its networks, see <https://aes-corp.com/products/services/>) and the provision of Tools to assist in mass infringement (Configuration and Diagnostic Tool and Network Connectivity Tool, see <https://aes-corp.com/products/tools/>). To the extent that AES is not the only direct infringer of the '981 Patent, customers such as the DynaFire, Per Mar, Central Alarm Control, Wayne Alarm, along with others that are advertised on AES's website (<https://aes-corp.com/markets/case-studies/>) 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, AES, 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 AES. Based upon public

information, AES 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 AES's website including information brochures, promotional material, and contact information. See e.g. Exhibits D through Y. Specifically, AES offers design services to select, deploy and integrate AES's products to assist its customers in establishing and using mesh systems. See e.g. Exhibits D through Y. Based upon public information, AES 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. AES's aforesaid activities have been without authority and/or license from Plaintiff.

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

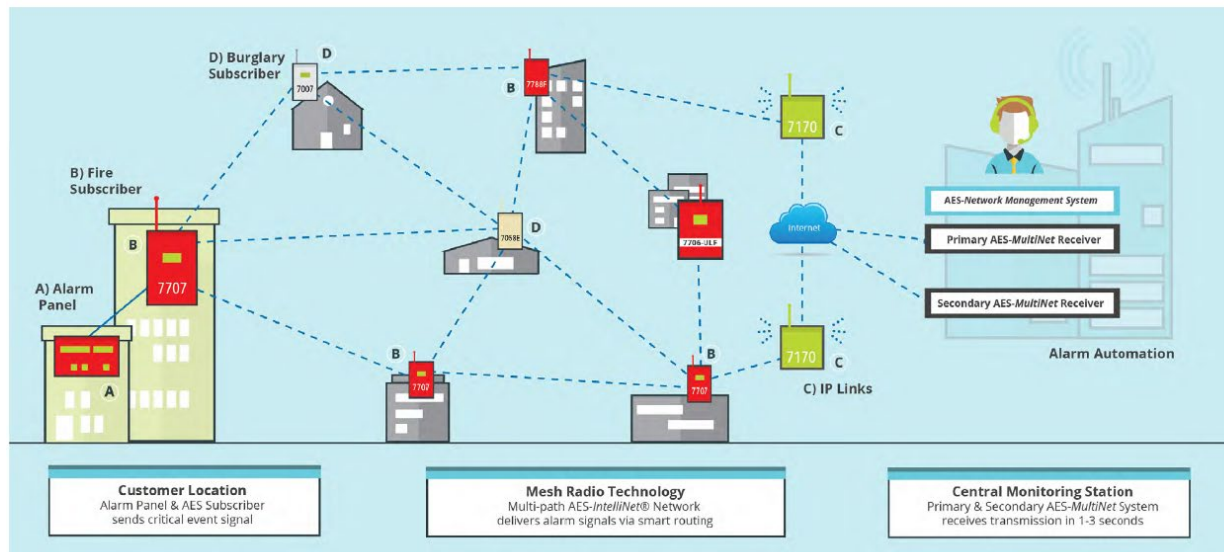
18. AES's infringement of Plaintiff's rights under the '981 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

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 AES 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 AES's IntelliNet brand, as incorporated into the products identified above. Based upon public information, AES 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 (7007 IntelliNet 2.0 Burglary Subscriber, 7350 Series Transceiver, 7058E Series Transceiver, 7094 IntelliPro Accessory, 7067 AES-IntelliTap Accessory, 7707 IntelliNet 2.0 Fire Subscriber, 7706-ULF Integrated Fire Monitoring System, 7788F-ULP-P Fire Subscriber with AES-IntelliPro and Local Annunciator, 7740 Local Annunciator, 7788F / 7744F Transceivers, 7795 AES-IntelliPro Fire™ Series, 7794 IntelliPro Fire Accessory, 7770 FireTap Accessory, 7067 AES-IntelliTap Accessory, 7705i AES-MultiNet, 7170 IP Link Remote Receiver) (each a "Node") coupled to a gateway (the Nodes dual function as gateways that can each communicate to a second network) to provide a communication access point between the nodes and an external network (internet) to control and monitor the nodes (*via* AES Network Management System and AES-MCT receiver(s)). A pictorial example is shown below:

IntelliNet 2.0 Private Wireless Mesh Radio Network



See https://aes-corp.com/wp-content/uploads/2018/03/2.0Burg_ds_03282018F_Web.pdf

(Exhibit F at page 2, depicting the IntelliNet 2.0 Private Wireless Mesh Radio Network). AES networks are self-forming, self-healing, and highly scalable. IntelliNet 2.0 capabilities include utilizing an Internet connection for installations requiring a secondary alarm path and dual reporting of alarm signals, i.e. Multiple Communication Technologies (MCT).” See **Exhibit Y**. 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, AES 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 AES’s customers, to use the Accused Products and Services in an infringing manner, through its provision of Services (AES-Intellistart and AES Maintenance Programs, where it offers to teach persons how to implement its networks, see

<https://aes-corp.com/products/services/>) and the provision of Tools to assist in mass infringement (Configuration and Diagnostic Tool and Network Connectivity Tool, see <https://aes-corp.com/products/tools/>). To the extent that AES is not the only direct infringer of the '749 Patent, customers such as the DynaFire, Per Mar, Central Alarm Control, Wayne Alarm, along with others that are advertised on AES's website (<https://aes-corp.com/markets/case-studies/>) 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, AES, 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 AES. Based upon public information, AES 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 AES's website including information brochures, promotional material, and contact information. See e.g. Exhibits D through Y. Specifically, AES offers design services to select, deploy and integrate AES's products to assist its customers in establishing and using mesh systems. See e.g. Exhibits D through Y. Based upon public information, AES 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. AES's aforesaid activities have been without authority and/or license from Plaintiff.

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

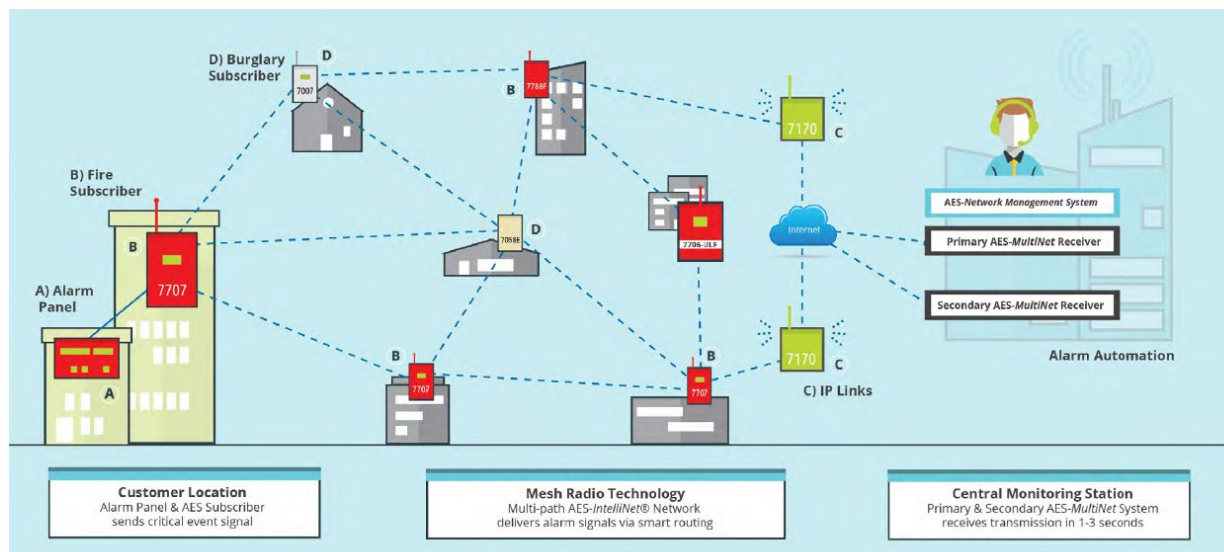
COUNT III
INFRINGEMENT OF U.S. PATENT NO. 8,855,019

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

26. Plaintiff is informed and believes that AES 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 AES's IntelliNet brand, as incorporated into the products identified above. Based upon public information, AES 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 (7007 IntelliNet 2.0 Burglary Subscriber, 7350 Series Transceiver, 7058E Series Transceiver, 7094 IntelliPro Accessory, 7067 AES-IntelliTap Accessory, 7707 IntelliNet 2.0 Fire Subscriber, 7706-ULF Integrated Fire Monitoring System, 7788F-ULP-P Fire Subscriber with AES-IntelliPro and Local Annunciator, 7740 Local Annunciator, 7788F / 7744F Transceivers, 7795 AES-IntelliPro Fire™ Series, 7794

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27. Based upon public information, AES 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 AES's customers, to use the Accused Products and Services in an infringing manner, through its provision of Services (AES-Intellistart and AES Maintenance Programs, where it offers to teach persons how to implement its networks, see <https://aes-corp.com/products/services/>) and the provision of Tools to assist in mass infringement (Configuration and Diagnostic Tool and Network Connectivity Tool, see <https://aes-corp.com/products/tools/>). To the extent that AES is not the only direct infringer of the '749 Patent, customers such as the DynaFire, Per Mar, Central Alarm Control, Wayne Alarm, along with others that are advertised on AES's website (<https://aes-corp.com/markets/case-studies/>) 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, AES, 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 AES. Based upon public information, AES 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 AES's website including information brochures, promotional material, and contact information. See e.g. Exhibits D through Y. Specifically, AES offers

design services to select, deploy and integrate AES's products to assist its customers in establishing and using mesh systems. See e.g. Exhibits D through Y. Based upon public information, AES 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. AES's aforesaid activities have been without authority and/or license from Plaintiff.

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

- B. An adjudication that AES 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 AES adequate to compensate Plaintiff for AES'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 AES'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 AES 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: December 13, 2018

Respectfully submitted,

PLAINTIFF F2VS TECHNOLOGIES, LLC,
By its attorneys,

/s/ David S. Godkin

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* *Pro Hac Vice* anticipated