

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

F2VS TECHNOLOGIES, LLC,

Plaintiff,

v.

MCQ INC.,

Defendant.

Civil Action No. 1:18cv1571

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff F2VS Technologies, LLC (hereinafter, “Plaintiff” or “F2VS”), by and through its undersigned counsel, files this Original Complaint for Patent Infringement against Defendant McQ Inc. (hereinafter, “Defendant” or “McQ”) 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 McQ Inc. is a corporation duly organized and existing under the laws of the Commonwealth of Virginia since September 30, 1985.

4. Based upon public information, Defendant McQ Inc. has its principal place of business located at 1551 Forbes Street, Fredericksburg, Virginia, 22405 (Stafford County).

5. Defendant may be served through its registered agent, Paul A. Simpson who is located at 910 Princess Anne Street, 2nd Floor, Fredericksburg, Virginia, 22401 (Fredericksburg City County).

6. Based upon public information, Defendant ships, distributes, makes, uses, offers for sale, sells, and/or advertises its products under the McQ “TNet,” “Ranger,” “iScout,” “rScene,” “TacSAD,” and “vWatch/OmniWatch” 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 McQ because: McQ has minimum contacts within the Commonwealth of Virginia and in the Eastern District of Virginia; McQ has purposefully availed itself of the privileges of conducting business in the Commonwealth of Virginia and in the Eastern District of Virginia; McQ has sought protection and benefit from the laws of the Commonwealth of Virginia and is incorporated there; McQ regularly conducts business within the Commonwealth of Virginia and within the Eastern District of Virginia, and Plaintiff’s causes of action arise directly from McQ’s business contacts and other activities in the Commonwealth of Virginia and in the Eastern District of Virginia.

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

10. Venue is proper pursuant to 28 U.S.C. §1400(b) because McQ resides in the Commonwealth of Virginia and in the Eastern District of Virginia because of its formation under the laws of Virginia and having a facility in the Eastern District of Virginia

11. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because McQ resides in the Commonwealth of Virginia because of its formation under the laws of Virginia, 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. 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 McQ for infringement and recover past damages.

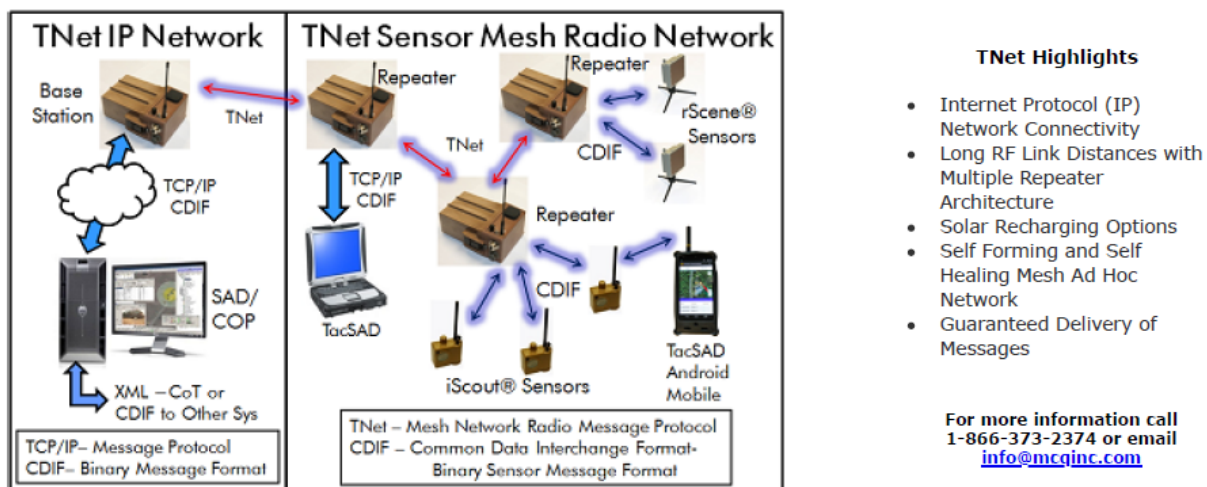
13. Based upon public information, McQ owns, operates, advertises, and/or controls the website www.mcqinc.com, through which McQ advertises, sells, offers to sell, provides and/or educates customers about its products and services, including but not limited to the following products (collectively, the "Accused Products and Services") from the McQ "TNet," "Ranger,"

“iScout,” “rScene,” “TacSAD,” and “vWatch/OmniWatch” brands including the following models: the McQ TNet terrestrial RF wireless network, McQ Ranger sensors, iScout remote sensors, rScene sensors, TacSAD software, and the vWatch/OmniWatch communication link. *See Exhibit D* (TNet description); **Exhibits E and F** (Ranger description and datasheet); **Exhibits G and H** (iScout description and datasheet); **Exhibits I and J** (rScene description and datasheet); **Exhibits K and L** (TacSAD description and datasheet); and **Exhibits M and N** (vWatch description and datasheet).

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

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

15. Plaintiff is informed and believes that McQ has infringed and continues to infringe claims of the '981 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the McQ brands “TNet,” “Ranger,” “iScout,” “rScene,” “TacSAD,” and “vWatch/OmniWatch.” Based upon public information, McQ 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, including at least the Accused Products and Services, that form a self-configuring wireless network (TNet network) that incorporates two or more groups of virtual nodes (any of a group of “TNet” units acting as repeater(s), “Rangers,” “iScouts,” “rScenes,” and “vWatch/OmniWatches.”) coupled to a gateway (“TNet” operating as a base) to provide a communication access point between the virtual nodes and an external network to allow access to the internet or other network(s) (*via* TacSAD or TacSAD mobile). *See Figure 1* (diagram of system sold). McQ accomplishes the foregoing through the provision of a network cluster comprising two sensor networks comprised of, for instance “iScout” and “rScene” sensors. *Id.*

Figure 1 – Excerpt from McQ landing page for TNet, at page 1; attached hereto as **Exhibit D**

16. McQ directly infringes as it sells the “terrestrial RF wireless network designed specifically for unattended ground sensor applications” which comprised a “self forming RF network that makes it easy for the user to quickly set up in the field.” *See Ex. D*, at p. 1.

17. Based upon public information, McQ 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 McQ's customers to use the Accused Products and Services in an infringing manner. To the extent that McQ is not the only direct infringer of the '981 Patent, it instructs its customers on how to infringe the '981 Patent through its support and sales to them, including their government and commercial clients. *See <https://www.mcqinc.com/about/clients.php>* (last visited Dec. 1, 2018).

18. Despite knowledge of the '981 Patent as early as the date of service of the Original Complaint in this action, based upon public information, McQ 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 McQ. *See id.*

19. Based upon public information, McQ 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 McQ's website including information brochures, promotional material, and contact information. *See* www.mcqinc.com (last visited Dec. 1, 2018).

20. Specifically, McQ offers design services to select, deploy and integrate McQ's products to assist its customers in establishing and using mesh systems. Based upon public information, McQ 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 of the '981 Patent by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

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

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

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

25. Plaintiff is informed and believes that McQ has infringed and continues to infringe claims of the '749 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the McQ brands "TNet," "Ranger," "iScout," "rScene," "TacSAD," and "vWatch/OmniWatch." Based upon public information, McQ 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, including at least the Accused Products and Services, that form a self-configuring wireless network (TNet network) that incorporates two or more groups of virtual network nodes (any of a group of "TNet" units acting as repeater(s), "Rangers," "iScouts," "rScenes," and "vWatch/OmniWatches.") coupled to a gateway ("TNet" operating as a base) to provide a communication access point between the virtual network nodes and an external network to allow access to the internet or other network(s) (*via* TacSAD or TacSAD mobile). *See* **Figure 1** (diagram of system sold).

26. McQ directly infringes as it sells the "terrestrial RF wireless network designed specifically for unattended ground sensor applications" which comprised a "self forming RF network that makes it easy for the user to quickly set up in the field." *See* **Ex. D**, at p. 1.

27. Based upon public information, McQ 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 McQ's customers to use the Accused Products and Services in an infringing manner. To the extent that McQ is not the only direct infringer of the '749 Patent, it instructs its customers on how to infringe the '749 Patent through its support and

sales to them, including their government and commercial clients. *See* <https://www.mcqinc.com/about/clients.php> (last visited Dec. 1, 2018).

28. Despite knowledge of the '749 Patent as early as the date of service of the Original Complaint in this action, based upon public information, McQ 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 McQ. *See id.*

29. Based upon public information, McQ 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 McQ's website including information brochures, promotional material, and contact information. *See* www.mcqinc.com (last visited Dec. 1, 2018).

30. Specifically, McQ offers design services to select, deploy and integrate McQ's products to assist its customers in establishing and using mesh systems. Based upon public information, McQ 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 of the '749 Patent by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

31. McQ's aforesaid activities have been without authority and/or license from Plaintiff.

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

33. McQ'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

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

35. Plaintiff is informed and believes that McQ has infringed and continues to infringe claims of the '019 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the McQ brands "TNet," "Ranger," "iScout," "rScene," "TacSAD," and "vWatch/OmniWatch." Based upon public information, McQ 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, including at least the Accused Products and Services, that form a self-configuring wireless network (TNet network) that incorporates two or more groups of wireless network nodes (any of a group of "TNet" units acting as repeater(s), "Rangers," "iScouts," "rScenes," and "vWatch/OmniWatches.") coupled to a gateway ("TNet" operating as a base) to provide a communication access point between the wireless network nodes and an external network to allow access to the internet or other network(s) (*via* TacSAD or TacSAD mobile). *See Figure 1* (diagram of system sold).

36. McQ directly infringes as it sells the "terrestrial RF wireless network designed specifically for unattended ground sensor applications" which comprised a "self forming RF network that makes it easy for the user to quickly set up in the field." *See Ex. D*, at p. 1.

37. Based upon public information, McQ 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 McQ's customers to use the Accused Products and Services in an infringing manner. To the extent that McQ is not the only direct infringer of the '019 Patent, it instructs its customers on how to infringe the '019 Patent through its support and sales to them, including their government and commercial clients. *See* <https://www.mcqinc.com/about/clients.php> (last visited Dec. 1, 2018).

38. Despite knowledge of the '019 Patent as early as the date of service of the Original Complaint in this action, based upon public information, McQ 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 McQ. *See id.*

39. Based upon public information, McQ 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 McQ's website including information brochures, promotional material, and contact information. *See* www.mcqinc.com (last visited Dec. 1, 2018).

40. Specifically, McQ offers design services to select, deploy and integrate McQ's products to assist its customers in establishing and using mesh systems. Based upon public information, McQ 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 of the '019 Patent by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

41. McQ's aforesaid activities have been without authority and/or license from Plaintiff.

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

43. McQ'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

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

PRAYER FOR RELIEF

45. 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 McQ;
- B. An adjudication that McQ 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 McQ adequate to compensate Plaintiff for McQ'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 McQ'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 McQ 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 20, 2018

Respectfully submitted,

/s/ Steven T. Webster

WEBSTER BOOK LLP

Steven T. Webster
300 N. Washington St., Suite 404
Alexandria, Virginia 22314
Telephone: (888) 987-9991
Facsimile: (888) 987-9991
Email: swebster@websterbook.com

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) 547-5504, -5506, -5515
Email: jmcdonough@hgdllawfirm.com
Email: jmiller@hgdllawfirm.com
Email: tlynch@hgdllawfirm.com

Attorneys for Plaintiff
F2VS Technologies, LLC

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