

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

Encoditech LLC,

Plaintiff,

v.

Weber-Stephen Products LLC,

Defendant.

Case No.

Patent Case

Jury Trial Demanded

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, (“Encoditech”), through its attorney, Isaac Rabicoff, complains of Weber-Stephen Products LLC (“Weber”) and alleges the following:

PARTIES

1. Plaintiff Encoditech LLC is a corporation organized and existing under the laws of Texas that maintains its principal place of business at 3415 Custer Road, Suite 120-A, Plano, Texas, 75023.

2. Defendant Weber-Stephen Products LLC is a corporation organized and existing under the laws of Delaware that maintains its principal place of business at 1415 S. Roselle Road, Palatine, IL 60067.

JURISDICTION

3. This is an action for patent infringement arises under the patent laws of the United States, Title 35 of the United States Code.

4. This Court has exclusive subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

5. This Court has personal jurisdiction over Weber because it has engaged in

systematic and continuous business activities in the Northern District of Illinois. Specifically, Weber is headquartered in the state of Illinois and provides its full range of services to residents in this District. As described below, Weber has committed acts of patent infringement giving rise to this action within this District.

VENUE

6. Venue is proper in this District under 28 U.S.C. § 1400(b) because Weber has committed acts of patent infringement in this District and has its principal place of business in this Judicial District. In addition, Encoditech has suffered harm in this District.

PATENT-IN-SUIT

7. Encoditech is the assignee of all right, title and interest in United States Patent No. 6,321,095 (the “’095 Patent”) including all rights to enforce and prosecute actions for infringement and to collect damages for all relevant times against infringers of the Patent-in-Suit. Accordingly, Encoditech possesses the exclusive right and standing to prosecute the present action for infringement of the Patent-in-Suit by Weber.

The ’095 Patent

8. On November 20, 2001, the United States Patent and Trademark Office issued the ’095 Patent. The ’095 Patent is titled “Wireless Communications Approach.” The application leading to the ’095 Patent was filed on March 26, 1999. A true and correct copy of the ’095 Patent is attached hereto as Exhibit A.

9. A certificate of correction for the ’095 Patent was filed on May 23, 2017. A true and correct copy of the certificate of correction is attached hereto as Exhibit B.

10. The ’095 Patent is valid and enforceable.

11. The invention claimed in the ’095 Patent relates to a mobile station that provides direct, wireless communications with another mobile station on a portion of a

radio frequency (RF) band. Ex. A at 2:54-57.

12. The inventors wanted to improve wireless communications, without requiring the physical infrastructure of digital cellular telephone systems. *Id.* at 3:58-61.

13. The '095 Patent claims are not directed to a method of organizing human activity or to a fundamental economic practice long prevalent in commerce. The '095 Patent describes a system that addresses a technical problem--providing wireless communications methods that allow for more than one user to communicate with another and have private conversations, *id.* at 1:32-46--with a technical solution, providing direct, wireless communications using a frequency division multiple access/time division multiple access communication protocol. *Id.* at 2:30-34.

14. The '095 Patent does not preempt the field or preclude the use of other methods of providing wireless communications. The claims are directed to mobile stations “configured to select a portion of a radio frequency (RF) band” and “transmit a first signal on a first sub-portion.” *Id.* at claim 1. The '095 Patent identifies other methods of providing wireless communications which are generally described “in the context of a non-frequency hopping application.” *Id.* at 12:10-12.

15. The '095 Patent does not take a well-known or established business method or process and apply it to a general-purpose computer. Instead, the specific system and processes described in the '095 Patent have no direct corollary to a well-known business process. The '095 Patent describes a system that addresses a technical problem that arises in the context of providing wireless communications. *See id.* at 1:32-46. The invention has improved wireless communications by providing direct, wireless communications using a frequency division multiple access/time division multiple access communication protocol. *Id.* at 2:30-34.

COUNT I: INFRINGEMENT OF THE '095 PATENT

16. Encoditech incorporates the above paragraphs herein by reference.

17. **Direct Infringement.** Weber has been and continues to directly infringe at least claim 7 of the '095 Patent in this District and elsewhere in the United States by providing a wireless communication system consisting of an app and a wireless grill thermometer that satisfies the preamble of claim 7 “[a] wireless communications system.” For example, Weber’s IGRILL THERMOMETERS treats and adjusts pain. Upon information and belief, Weber has performed each step of claim 7 at least by internal testing of Weber’s app.” See <https://www.weber.com/US/en/igrill/weber-25969.html>; webpage attached hereto as Exhibit C; Figure 1.



Figure 1. Weber’s iGRILL thermometers help wirelessly display temperature on a mobile device.

See <https://weber-igrill.weber.com/hc/en-us/articles/360002641694-Connection>; webpage attached hereto as Exhibit D; Figure 2.

Initial Connection

Be sure that Bluetooth® is enabled in your smart device's settings and power on your iGrill 2. Open the Weber iGrill App and select your iGrill 2. The iGrill 2 will request to pair automatically. When the Smart LED is solid blue, you are now connected.

Additional Connections

To pair an additional iGrill product to your smart device, simply power on the unit and select the corresponding product in the Weber iGrill App.

Working with Bluetooth®

Bluetooth® is the technology that allows iGrill products to wirelessly connect to your smart device.

Compatibility

The iGrill 2 features the latest technology called Bluetooth® Smart. Currently, the devices listed below are compatible with your iGrill 2.

Apple: iOS 9.1 or higher required:

- iPhone 4S+
- iPad 3rd generation+

Android: Most Android devices running Android 4.4+ and Bluetooth 4.0+

Figure 2. Weber's iGRILL thermometers display temperature data wirelessly via Bluetooth Low Energy to mobile devices via Weber's Weber iGrill app.

18. Weber's iGRILL thermometers satisfies claim element 7(a): "a first mobile station." For example, Weber's iGRILL thermometers work on a mobile device, such as an iPhone or Android device. *See Exs. C-D: Figs. 1-2.*

19. Weber's iGRILL thermometers have a second mobile station. For example, Weber's iGRILL thermometers work on mobile devices, such as iPhones, that communicate with each other via Bluetooth V4.0 low energy. *See Exs. C-D: Figs. 1-2.*

20. Weber's iGRILL thermometers satisfy claim element 7(b): "wherein the first mobile station is configured to select a first portion of a radio frequency (RF) band to carry communications between the first mobile station and the second mobile station, transmit a first request signal on a first sub-portion of the first portion of the RF band directly to the second mobile station to request communications between the first mobile

station and the second mobile station, establish in response to receiving a first acknowledge signal from the second mobile station, a direct communication link between first the mobile station and the second mobile station on the first portion of RF band.” For example, Weber’s iGRILL thermometers select a 2.4 GHz-2.4385 GHz range of the ISM band to carry communications between the mobile devices via Bluetooth V4.0 low energy. *See* Exs. C-D: Figs. 1-2.

21. Upon information and belief, Weber’s iGRILL thermometers satisfy claim element 7(c): “receive from the second mobile station a public encryption key generated using a private encryption key associated with the second mobile station.” For example, Weber’s iGRILL thermometers receive a public encryption key from the second mobile device that was generated using a private encryption key.

22. Upon information and belief, Weber’s iGRILL thermometers satisfy claim element 7(d): “generate a message containing a common encryption key (Ckey).” For example, Weber’s iGRILL thermometers generate a message containing a common encryption key, such as a DH key, that will be extracted by the second mobile station.

23. Upon information and belief, Weber’s iGRILL thermometers satisfy claim element 7(e): “encrypt the message using the public encryption key to generate an encrypted message, provide the encrypted message to the second mobile station so that the second mobile station may decrypt the encrypted message using the private encryption key and extract the Ckey, wherein the message exchanged between the first and the second mobile stations are encrypted using the Ckey.” For example, Weber’s iGRILL thermometers have a public-private key system where a receiver receives an encrypted message and decrypts that message using a private key.

24. Upon information and belief, Weber’s iGRILL thermometers satisfy claim

element 7(f): “wherein the second mobile station is configured to transmit, in response to receiving the first request signal from the first mobile station, the first acknowledge signal on a second sub-portion of the first portion of the RF band directly to the first mobile station to acknowledge the first request signal.” For example, Weber’s iGRILL thermometers transmit a request signal on a double-sided spectrum with center frequency 2.402 GHz of the range of the ISM band directly to the mobile devices and establishes a direct communication link between the two mobile devices upon receiving a first acknowledgment signal from the second mobile station.

25. Encoditech is entitled to recover damages adequate to compensate it for such infringement in an amount no less than a reasonable royalty under 35 U.S.C. § 284.

26. Encoditech will continue to be injured, and thereby caused irreparable harm, unless and until this Court enters an injunction prohibiting further infringement.

JURY DEMAND

27. Under Rule 38(b) of the Federal Rules of Civil Procedure, Encoditech respectfully requests a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Encoditech asks this Court to enter judgment against Weber-Stephen Products, LLC, granting the following relief:

- A. A declaration that Weber has infringed the Patent-in-Suit;
- B. An award of damages to compensate Encoditech for Weber’s direct infringement of the Patent-in-Suit, including an accounting of all damages not presented at trial;
- C. An accounting of all damages not presented at trial;

- D. An order that Weber and its officers, directors, agents, servants, employees, successors, assigns, and all persons in active concert or participation with them, be permanently enjoined from infringing the Patent-in-Suit under 35 U.S.C. § 283;
- E. A declaration that this case is exceptional, and an award to Encoditech of reasonable attorneys' fees, expenses and costs under 35 U.S.C. § 285;
- F. An award of prejudgment and post-judgment interest; and
- G. Such other and relief as this Court or jury may deem proper and just.

Respectfully submitted,

/s/ Isaac Rabicoff

Isaac Rabicoff

Kenneth Matuszewski

RABICOFF LAW LLC

73 W Monroe St

Chicago, IL 60603

773-669-4590

isaac@rabilaw.com

kenneth@rabilaw.com