

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

F2VS TECHNOLOGIES, LLC,

Plaintiff,

v.

GOOEE, LLC,

Defendant.

CASE NO. 8:18-cv-3132-T-17AEP
(8:18-cv-03132-EAK-AEP)

Judge Elizabeth A. Kovachevich

JURY TRIAL DEMANDED

PLAINTIFF'S FIRST AMENDED COMPLAINT

Plaintiff F2VS Technologies, LLC (hereinafter, "Plaintiff" or "F2VS"), by and through its undersigned counsel, files this First Amended Complaint for Patent Infringement against Defendant Gooee, LLC. (hereinafter, "Defendant" or "Gooee") 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 Gooee, LLC is a corporation duly organized and existing under the laws of the state of Florida since January 30, 2015.

4. Based upon public information, Defendant Gooee, LLC has its principal place of business located at 360 Central Avenue, Suite 950, St. Petersburg, Florida, 33701 (Pinellas County).

5. Defendant may be served through its registered agent, Esther Kimani, 1328 Dorothy Drive, Clearwater, Florida 33764 (Pinellas County).

6. Based upon public information, Defendant ships, distributes, makes, uses, offers for sale, sells, and/or advertises its products using Gooee's Bluetooth SmartMesh technology, which is integrated into its IoT and LightView™ platforms (<https://gooee.com/lightview/>; <https://gooee.com/platform/>).

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 Gooee because: Gooee has minimum contacts within the State of Florida and in the Middle District of Florida; Gooee has purposefully availed itself of the privileges of conducting business in the State of Florida and

in the Middle District of Florida; Gooee has sought protection and benefit from the laws of the State of Florida and is incorporated there; Gooee regularly conducts business within the State of Florida and within the Middle District of Florida, and Plaintiff's causes of action arise directly from Gooee's business contacts and other activities in the State of Florida and in the Middle District of Florida.

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

10. Venue is proper pursuant to 28 U.S.C. §1400(b) because Gooee resides in the Middle District of Florida because of its formation under the laws of Florida and because it has its principal place of business in the Middle District of Florida.

11. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because Gooee resides in the Middle District of Florida because of its formation under the laws of Florida, 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; *see* **Ex. A**), April 15, 2014 (the '749 Patent; *see* **Ex. B**), and October 7, 2014 (the '019 Patent; *see* **Ex. C**) after full and fair examinations.

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 Gooee for infringement and recover past damages.

14. Based upon public information, Gooee owns, operates, advertises, and/or controls the website <https://gooee.com/> through which Gooee advertises, sells, offers to sell, provides and/or educates customers about its products and services that combines gateways with sensors to form a wireless network of nodes that can communicate with each other and an external network, to monitor and control devices through a Wireless Interface Module with its Bluetooth SmartMesh technology. *See* **Exhibit D**, **Exhibit E**, and **Exhibit F**.

15. Based upon public information, Gooee sells the components to provide a communication access point between the virtual nodes and an external network (internet) to control and monitor the nodes (*via* the LightView™ System). A pictorial example is shown below:

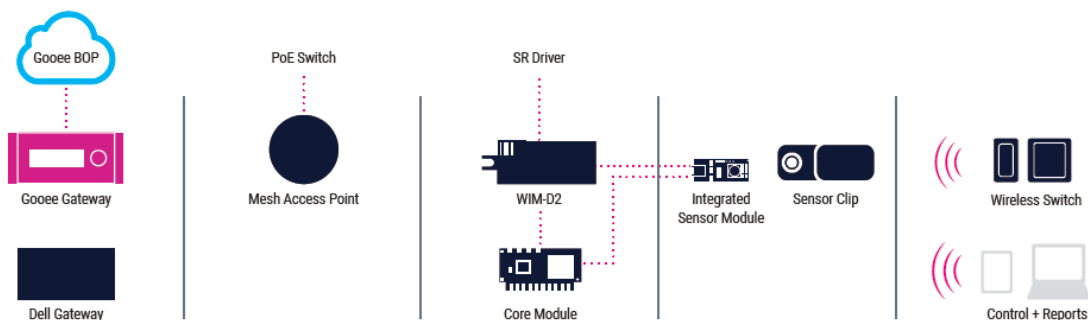
ECOSYSTEM ARCHITECTURE

Figure 1: Depiction of the “Ecosystem Architecture” for Gooee’s Products (source: **Ex. E** at p. E-2)

16. Based upon public information, Gooee advertises, sells, offers to sell, provides and/or educates customers about its products and services under the brands “Gooee Building Operating System,” “Building Performance Solutions,” “Gooee SpaceView™,” “LightView™,” and “BuildView™”, including but not limited to the following products (hereinafter, the “Accused Products and Services”):

GOOEE Enterprise Gateway G-90-0001 (**Exhibit E**) and related GOOEE Gateway models, GOOEE WIM-D2 G-90-0008 (**Exhibit G**) and related models, GOOEE Mesh Access Point G-90-0017 (**Exhibit H**), and related GOEE mesh access point models, GOOEE Core Module G-95-0008 (**Exhibit I**) and related GOOEE core models, GOOEE Sensor Clip G-90-0019 (**Exhibit J**) and related GOOEE sensor models, and GOOEE Sensor Module G-95-0003 (**Exhibit K**) and related GOOEE sensor models, each of which are controlled/managed by Gooee’s software platform packages, including the LightView™ Platform software package (**Exhibit L**), Gooee’s BuildView™ Platform software package (**Exhibit N**), and Gooee’s SpaceView™ Platform software package (**Exhibit O**).

17. Based upon public information, Gooee has sold, installed and operated the Accused Products and Services since at least March 15, 2019. *See* **Exhibit M**.

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

18. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

19. Plaintiff is informed and believes that Gooee 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 Gooee's brand, as incorporated into the products identified above. Based upon public information, Gooee 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 Asserted Products and Services that includes a network cluster made up of multiple networks (multiple gateways can manage up to 150 virtual nodes—each a separate network) implemented with the Gooee Gateway (operating as a virtual gate), WIMs and MAPs, and each of the networks comprise a self-configuring wireless network incorporating a group of virtual nodes (such as the GOOEE WIM-D2 G-90-0008, GOOEE Mesh Access Point G-90-0017, GOOEE Sensor Clip G-90-0019, GOOEE Sensor Module G-95-0003, GOOEE Core Module G-95-0008; *see* **Exs. G-K**). The networks communicate with each other *via* a wireless connection established between at least one virtual node of the first network and one virtual node of the second network (such as through the GOOEE Gateways functioning as virtual nodes or *via* mesh access point to mesh access point). As noted above, the virtual nodes are coupled to a gateway (such as the GOOEE Enterprise Gateway G-90-0001; *see* **Ex. E**, also capable of and operating as a virtual gate) to provide a communication access point between the virtual nodes and an external network

(internet) to control and monitor the nodes (*via* the LightView™ System, *see* **Ex. L**, BuildView™ System, *see* **Ex. N**, and SpaceView™ System, *see* **Ex. O**, each operating as a virtual network operations entity). *See* Figure 1 above for a depiction of how the Accused Products and Services are designed to be used in a such a manner that infringes one or more claims of the '981 Patent. Each of the virtual nodes can transmit, receive, and store data (“Data from sensors is encrypted locally and communication between WIMs and Gateways or MAPs is encrypted using AES128 within the mesh, *see e.g.*, **Ex. G**, p. 1).

20. Based upon public information, Gooee 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 Gooee's customers to use the Accused Products and Services in an infringing manner. To the extent that Gooee 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://gooee.com/gooee-is-live/> (last visited May 30, 2019; *see* **Ex. M**, “Through the implementation of our platform into lighting schemes, we have enabled companies to integrate transformative IoT solutions, including Space & Occupancy Analytics and Enterprise Lighting Control, helping to create new revenue streams, enhance operational efficiencies and increase energy savings.”).

21. Despite knowledge of the '981 Patent as early as February 25, 2019 (the date of service of the Original Complaint in this action; *see* DE 9), Gooee, 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, and that the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Gooee. *See* **Exs. D-O**.

22. Based upon public information, Gooee 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 Gooee's website including information brochures, promotional material, and contact information. *See* **Exs. D-L**, <https://gooee.com/gooee-is-live/> (**Ex. M**).

23. Specifically, Gooee offers design services to select, deploy and integrate Gooee's products to assist its customers in establishing and using mesh systems. *See e.g.* **Exs. D-O**. Based upon public information, Gooee 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.

24. Gooee's aforesaid activities have been without authority and/or license from Plaintiff.

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

26. Gooee'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

27. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

28. Plaintiff is informed and believes that Gooee 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 Gooee's brand, as incorporated into the products identified above. Based upon public information, Gooee 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 Asserted Products and Services that form a self-configuring wireless network that incorporates a group of virtual network nodes (such as the GOOEE WIM-D2 G-90-0008, GOOEE Mesh Access Point G-90-0017, GOOEE Sensor Clip G-90-0019, GOOEE Sensor Module G-95-0003, GOOEE Core Module G-95-0008; *see Exs. G-K*) that are capable of self-configuring into an organized network by determining a virtual network node to connect with through the use of messaging (*see e.g., Ex. E*, p. 1 (logging "Message History" of virtual network nodes); *Ex. F*, p. 2 (same)). The organized network of virtual network nodes is coupled to a gateway (such as the GOOEE Enterprise Gateway G-90-0001; *see Ex. E*) to provide a communication access point between the virtual nodes and an external network (internet). *See* Figure 1 above for a depiction of how the Accused Products and Services are designed to be used in a such a manner that infringes one or more claims of the '749 Patent.

29. Based upon public information, Gooee 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 Gooee's customers to use the Accused Products and Services in an infringing manner. To the extent that Gooee 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://gooee.com/gooee-is-live/> (last visited May 30, 2019; *see* **Ex. M**, "Through the implementation of our platform into lighting schemes, we have enabled companies to integrate transformative IoT solutions, including Space & Occupancy Analytics and Enterprise Lighting Control, helping to create new revenue streams, enhance operational efficiencies and increase energy savings.").

30. Despite knowledge of the '749 Patent as early as February 25, 2019 (the date of service of the Original Complaint in this action; *see* DE 9), Gooee, 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, and that the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Gooee. *See* **Exs. D-O**.

31. Based upon public information, Gooee 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 Gooee's

website including information brochures, promotional material, and contact information. *See Exs. D-L*; <https://goeee.com/goeee-is-live/> (*Ex. M*).

32. Specifically, Gooee offers design services to select, deploy and integrate Gooee's products to assist its customers in establishing and using mesh systems. *See e.g. Exs. D-O*. Based upon public information, Gooee 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.

33. Gooee's aforesaid activities have been without authority and/or license from Plaintiff.

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

35. Gooee'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

36. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

37. Plaintiff is informed and believes that Gooee 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 Gooee's brand, as incorporated into the

products identified above. Based upon public information, Gooee 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 Asserted Products and Services that form a wireless network that incorporates a group of wireless network nodes (such as the GOOEE WIM-D2 G-90-0008, GOOEE Mesh Access Point G-90-0017, GOOEE Sensor Clip G-90-0019, GOOEE Sensor Module G-95-0003, GOOEE Core Module G-95-0008; *see* **Exs. G-K**) that are capable of self-configuring into an organized network by determining a wireless network node to connect with through the use of messaging (*see e.g.*, **Ex. E**, p. 1 (logging “Message History” of wireless network nodes); **Ex. F**, p. 2 (same)). The organized network of wireless network nodes is coupled to a gateway (such as the GOOEE Enterprise Gateway G-90-0001; *see* **Ex. E**) to provide a communication access point between the virtual nodes and an external network (internet) *See* Figure 1 above for a depiction of how the Accused Products and Services are designed to be used in a such a manner that infringes one or more claims of the '019 Patent.

38. Based upon public information, Gooee 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 Gooee's customers to use the Accused Products and Services in an infringing manner. To the extent that Gooee 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://gooee.com/gooee-is-live/> (last visited May 30, 2019; *see* **Ex. M**, “Through the

implementation of our platform into lighting schemes, we have enabled companies to integrate transformative IoT solutions, including Space & Occupancy Analytics and Enterprise Lighting Control, helping to create new revenue streams, enhance operational efficiencies and increase energy savings.”).

39. Despite knowledge of the '019 Patent as early as February 25, 2019 (the date of service of the Original Complaint in this action; *see* DE 9), Gooee, 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, and that the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Gooee. *See Exs. D-O.*

40. Based upon public information, Gooee 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 Gooee's website including information brochures, promotional material, and contact information. *See Exs. D-O, <https://gooee.com/gooee-is-live/> (Ex. M).*

41. Specifically, Gooee offers design services to select, deploy and integrate Gooee's products to assist its customers in establishing and using mesh systems. *See e.g. Exs. D-O.* Based upon public information, Gooee 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.

42. Gooee's aforesaid activities have been without authority and/or license from Plaintiff.

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

44. Gooee'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

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

PRAYER FOR RELIEF

46. 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 Gooee;
- B. An adjudication that Gooee 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 Gooee adequate to compensate Plaintiff for Gooee'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 Gooee'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 Gooee 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: May 31, 2019

Respectfully submitted,

/s/ Timothy C. Davis

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List of Exhibits:

- A. United States Patent No. 7,379,981
- B. United States Patent No. 8,700,749
- C. United States Patent No. 8,855,019
- D. Overview of Gooee's "Building Performance Systems"
- E. GOOEE Enterprise Gateway G-90-0001 "Spec Sheet"
- F. Summary Description of the Attributes of Gooee's Gateway
- G. GOOEE WIM-D2 G-90-0008 "Spec Sheet"
- H. GOOEE Mesh Access Point G-90-0017 "Spec Sheet"
- I. GOOEE Core Module G-95-0008 "Spec Sheet"
- J. GOOEE Sensor Clip G-90-0019 "Spec Sheet"
- K. GOOEE Sensor Module G-95-0003 "Spec Sheet"
- L. Summary Description of Gooee's LightView™ Platform software package
- M. Webpage: "Gooee is Live"
- N. Webpage: "BuildView™"
- O. Webpage: "SpaceView™"

CERTIFICATE OF SERVICE

I hereby certify that on this date a true copy of the above document was filed using this Court's ECF System which caused it to be served by electronic mail upon the attorneys of record.

Dated: May 31, 2019

/s/ Timothy C. Davis
Timothy C. Davis