UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

BCS SOFTWARE, LLC, Plaintiff v. **ELSTER SOLUTIONS, LLC, ELSTER AMERICAN METER, LLC, HONEYWELL INTERNATIONAL, INC., and CITY OF GEORGETOWN, TEXAS,** Defendants	**Case No. 6:20-cv-002-ADA** **JURY TRIAL DEMANDED**

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff BCS Software, LLC ("Plaintiff" or "BCS") hereby files this First Amended Complaint for Patent Infringement against Defendants Elster Solutions, Elster American Meter, Honeywell International, Inc., and the City of Georgetown, Texas (collectively "Defendants"), and alleges, on information and belief, as follows:

THE PARTIES

1. BCS Software, LLC is a limited liability company organized and existing under the laws of the State of Texas with its principal place of business in Austin, Texas.
2. On information and belief, Defendant Elster Solutions is a Delaware limited liability company having a principal place of business at 208 South Rogers Lane, Raleigh, North Carolina 27610-2144. On information and belief, the registered agent for service of process in Texas for Elster is Corporation Service Company d/b/a CSC, 211 E. 7th Street, Suite 620,

Austin, Texas 78701. On information and belief, including the Corporate Disclosure Statement filed by Defendant in this case at Dkt. No. 13, Defendant Elster Solutions is a wholly owned subsidiary of Defendant Honeywell International, Inc.

3. On information and belief, Defendant Elster American Meter is a Delaware limited liability company having a principal place of business at 2221 Industrial Road, Nebraska City, Nebraska 68410. On information and belief, the registered agent for service of process in Texas for Elster American Meter is Corporation Service Company d/b/a CSC, 211 E. 7th Street, Suite 620, Austin, Texas 78701. On information and belief, Defendant Elster American Meter is a wholly owned subsidiary of Defendant Honeywell International, Inc.

4. On information and belief, the Elster Defendants, including through their parent company Honeywell, employ various field service personnel in the State of Texas with responsibilities requiring a regular personal presence in the State. By way of example, Elster employs at least one Senior Field Services Supervisor in the Austin, Texas area. *See* LinkedIn Profile for H. Garcia (Exh. A). The LinkedIn profile for Elster further indicates at least 3 employees in the Dallas area, 1 employee in Killeen, and one employee in Houston (Exh. B).

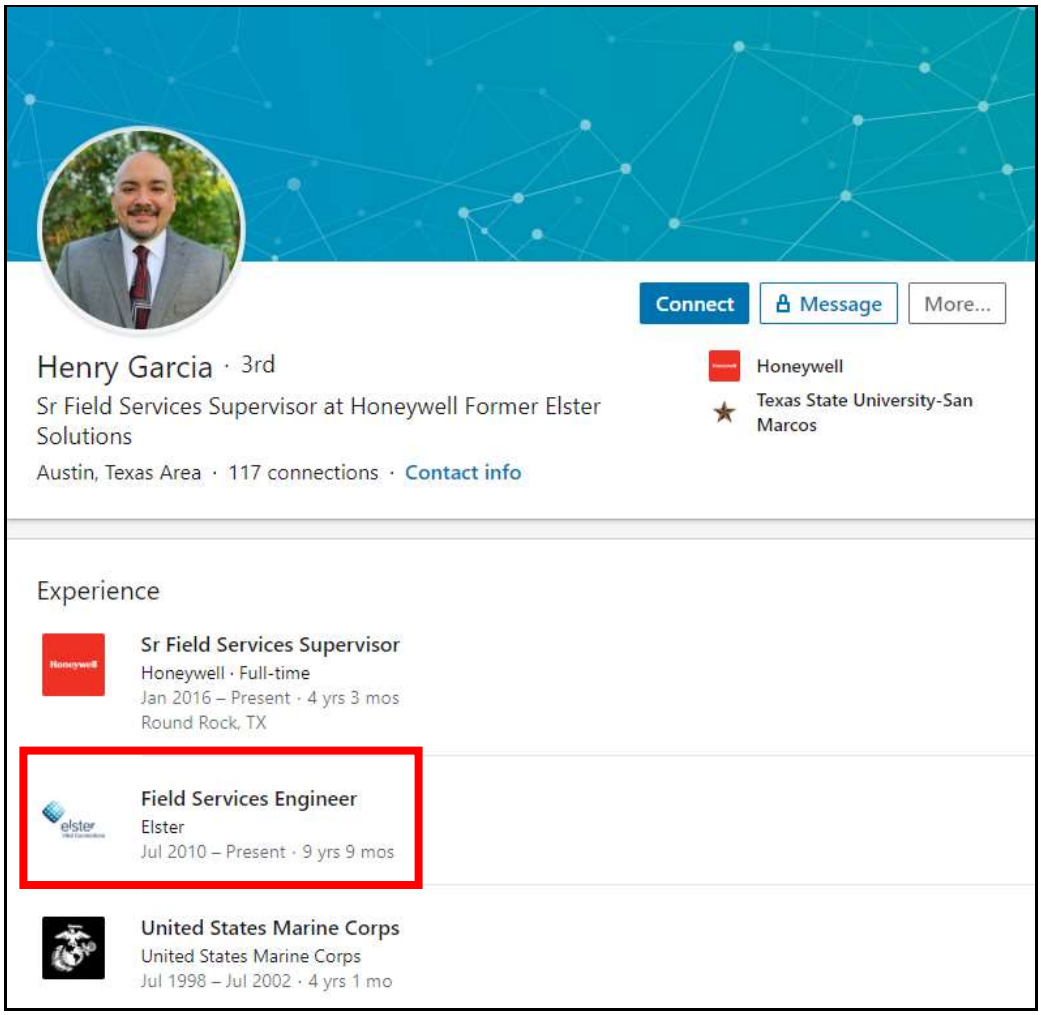

Figure 1, See Ex. A: https://www.linkedin.com/in/henry-garcia-098b519/, *accessed 3/19/20*.

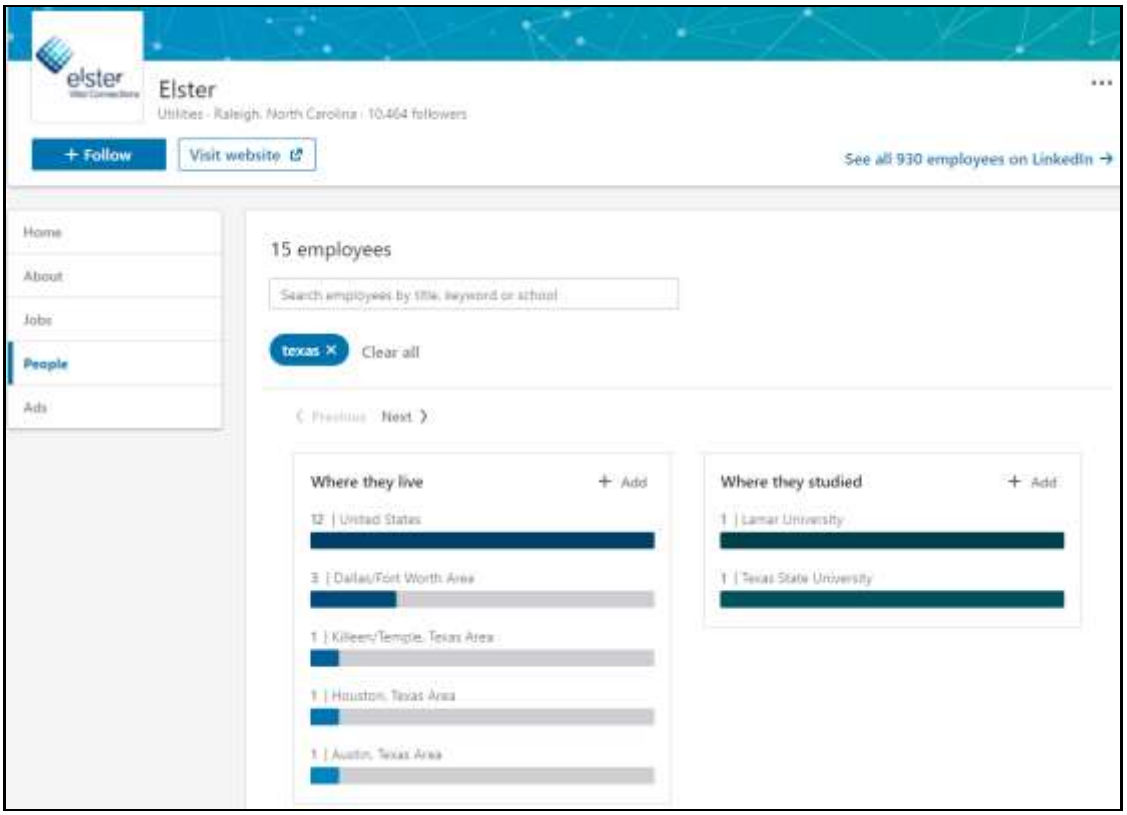

Figure 2, See Ex. B: https://www.linkedin.com/company/elster/people/?keywords=texas, *accessed 3/19/20*.

5. On information and belief, the Elster Defendants regularly perform contractual services to customers in the State of Texas relating to design, installation, maintenance, repair, upkeep, and/or warranty issues using employees or agents within the State of Texas.

6. On information and belief, Defendant Honeywell International, Inc. is a Delaware corporation having multiple regular and established places of business in this district and in the State of Texas, including but not limited to: 3019 Alvin Devane Blvd. #430, Austin, Texas 78741. On information and belief, the registered agent for service of process in Texas for Honeywell International, Inc. is Corporation Service Company d/b/a CSC, 211 E. 7th

Street, Suite 620, Austin, Texas 78701. On information and belief, Honeywell solicits and employs individuals within this district.

https://careers.honeywell.com/us/en/search-results?keywords=&p=ChIJF7HtoBJ5P4YR4bTurbycLYY&location=Texas%20City,%20TX,%20USA, *accessed 3/19/20*.

7. On information and belief, Defendant City of Georgetown is a municipality incorporated under the laws of the State of Texas. On information and belief, the City of Georgetown can be served through its Mayor, Dale Ross, at 808 Martin Luther King Jr. Street, Georgetown, Texas 78626. On information and belief, Georgetown utilizes various Elster products and services, including the accused instrumentalities, to provide utility services to consumers in this district.

8. On information and belief, the Elster Defendants and Honeywell have undertaken a joint venture for the purpose of benefitting from the sale and use of the accused instrumentalities, as defined more fully below. *See, e.g.*, Honeywell Press Release below (Exh. C):

Honeywell

Honeywell Forge Industries

Press / Honeywell To Acquire Elster, A Global Leader In Gas Heating, Controls, Metering, And Advanced Technologies

Honeywell To Acquire Elster, A Global Leader In Gas Heating, Controls, Metering, And Advanced Technologies

July 14, 2016

- Attractive Portfolio With Great Positions in Good Industries- Differentiated Gas Technologies Fit Strongly with Honeywell Portfolio and Customers- Gas, Water, and Electricity Metering Add Attractive Adjacencies- Energy Efficiency Focus Connects to Honeywell's Global Growth Strategy- Enhances Honeywell's Profile in High Growth Regions- Creates New Platform for Organic and Inorganic Growth- No Impact to 2015 Guidance; Minor Dilutive Impact to 2016 EPSMORRISTOWN, N.J.,July 28, 2015 /PRNewswire/ -- Honeywell (NYSE: HON) today announced that it has signed a definitive agreement to acquire the Elster Division of Melrose Industries plc, a leading provider of thermal gas solutions for commercial, industrial, and residential heating systems and gas, water, and electricity meters, including smart meters and software and data analytics solutions, for approximately$5.1 billion. Elster also manufactures flow computers and regulators for the gas industry. Elster consensus sales for 2015 are estimated to be$1.8 billion. The price translates to approximately 12.6 times Elster's estimated 2015 consensus earnings before interest, taxes, depreciation, and amortization (EBITDA), and the acquisition is anticipated to occur in the first quarter of 2016. The agreement is subject to customary closing conditions, including regulatory review and Melrose shareowner vote. "The acquisition of Elster will

generate strong future returns for Honeywell's shareowners because it increases our growth profile globally creating both organic and inorganic growth opportunities and because Honeywell can run this company effectively and accelerate its growth through our complementary technologies, software knowledge, and presence in High Growth Regions," said Honeywell Chairman and CEODave Cote. "Elster has outstanding technologies, brands, energy efficiency know-how, and global presence, all of which we are very well-positioned to build on. Elster also creates a new platform for acquisition targets for Honeywell that will be additive to the business' growth and global presence. We will see immediate benefits to Honeywell's portfolio, accelerating into 2016 and 2017. This is a great acquisition for Honeywell and our shareowners.""The Elster acquisition proves that we are staying true to our disciplined M&A approach and integration processes because it's a model that has worked very well for us," said Cote. "During the past decade, we have completed more than 80 acquisitions adding approximately$12 billion in revenues. We will continue to look for good acquisitions to enhance our growth profile. We see Elster as a great opportunity to deploy our operating model and key process initiatives to grow the business, enhance our position globally, and drive significant returns to shareowners over the long-term. The Honeywell Operating System (HOS) will be a major factor in creating new synergies that will increase the growth and profitability of each of Elster's businesses."Elster employs approximately 6,800 people with major locations inthe United States,Germany, theUnited Kingdom, and Slovakia. The company maintains an impressive installed base with more than 200 million metering modules deployed over the course of the last 10 years alone."This acquisition will allow us to improve customer value with technologies and lifecycle management solutions for industrial end users served by Honeywell's Environmental Combustion and Controls and Process Solutions businesses," continued Cote. "Elster's gas business offers products in high demand among natural gas customers and brings a strong, global distribution network and numerous cross-selling opportunities for existing Honeywell technologies to new customers in both developed and High Growth Regions.""Elster's gas, electric, and water meters are highly valued for their reliability, safety, and accuracy. Elster has a world-class reputation for delivering on the operational efficiency and regulatory certification requirements of utility customers globally. We expect that energy efficiency initiatives and mandates and the increased need for natural resource management will drive meaningful and sustained growth for Honeywell in the metering segment. Utility metering in particular is rapidly evolving as new 'smart' technologies and software and data analytics capabilities are becoming adopted around the world and we expect strong growth from this segment globally. Elster's differentiated technologies, extensive industry expertise, and relationship with utility customers globally combined with their strong positions in the highly regulated heating, controls, and metering segments are a great fit for Honeywell's portfolio," concluded Cote.There is no change to the 2015 full year guidance Honeywell provided in its second quarter earnings release. Honeywell expects that the dilutive impact of the transaction on its 2016 Earnings Per Share to be minor.Honeywell will discuss the proposed

Figure 3, See Ex. C: https://www.honeywell.com/en-us/newsroom/pressreleases/2015/07/honeywell-to-acquire-elster-a-global-leader-in-gas-heating-controls-metering-and-advanced-technologies, *accessed 3/19/20*.

9. On information and belief, the Elster Defendants, together with Honeywell and the City of Georgetown, are engaged in a joint venture for the purpose of benefitting from the sale and use of the accused instrumentalities, as defined more fully below. *See, e.g.* https://georgetowntx.novusagenda.com/AgendaPublic/DisplayAgendaPDF.ashx?MeetingID=2910; Agenda_2019_3_27_Meeting(2910).pdf (excerpts below, indicating Software Maintenance Agreement annual fee paid by Georgetown in the amount of $60,366.00) (Exh. D contains relevant excerpted section):

ITEM SUMMARY:
This item is for renewal of the City's annual software maintenance contract with Honeywell / Elster Solutions LLC.

Elster provides the City's advanced metering infrastructure (AMI) software, allowing the City to remotely collect utility meter readings. Renewal of the contract is necessary to maintain current updates and support for the AMI software system. This software is considered mission critical.

Honeywell

Elster Solutions, LLC
208 South Rogers Lane
RALEIGH NC 27610
USA

Page 1 of 3
22 February 2019

Invoice

Bill-To-Party
City of Georgetown, Texas
113 West 8th
GEORGETOWN TX 78627
USA

Ship-To-Party
City of Georgetown, Texas
113 West 8th
GEORGETOWN TX 78627
USA

Remit Payment To
Elster Solutions, LLC
PO Box 27858
Chicago IL 60673-1274

Information	
Invoice Number	9000087935
Invoice Date	12/15/2018
Sales Order no./Date	40001056/ 12/03/2018
Purchase Order #:	Annual SMA Renewal
PO Date	
Customer No.	1001024
Invoice Amt	60,366.00 USD
Term of Payment	Due Net in 30 days
Incoterm	FOB
Incoterm Description	Destination
Country of Ultimate Destination	USA
Sales Engineer	Steve Steele

ELSTER / HONEYWELL
GENERAL TERMS AND CONDITIONS OF SALE

Invoice # 9000087935

1 General

These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Client in a purchase order or other document, unless expressly agreed to in writing by Elster. Notwithstanding the foregoing, any software licenses purchased by Client shall be governed exclusively by the terms and conditions of the applicable systems license agreement (including, if applicable, a shrink-wrap or click-wrap system license agreement) in effect between the parties.

2 Prices

Unless otherwise stated in writing, all proposals or quotations from Elster expire thirty (30) days from the date thereof.

Elster prices do not include federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Client will assume payment of all taxes, duties, fees and other charges assessed by any taxing authority in the Client's country or country of ultimate destination with respect to goods ordered. Client agrees to pay or reimburse any such taxes, duties, fees or other charges which Elster or its suppliers are required to pay or collect. If Client is exempt from the payment of any tax and holds an exemption certificate or direct payment permit, Client shall upon order placement, provide Elster a copy of the certificate or permit acceptable to the relevant governmental authorities. Upon delivery by Client of an exemption certificate or other claim for tax exemption, Client will indemnify and hold harmless Elster from any sales, use, value-added or similar tax, charge, excise or fee (including interest, penalties, attorneys' fees and related dispute resolution charges) assessed against or incurred by Elster in reliance on such Client exemption claim.

Elster Services prices are based on Services provided during normal business hours (8 a.m. to 5 p.m. U.S. Eastern Time, Monday through Friday, excluding Elster holidays). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; Sunday hours will be billed at two (2) times the hourly rate; and hours incurred during Elster holidays will be billed at three (3) times the hourly rate. Services rates shall be those set forth in Elster's Professional Services Rate Schedule in effect at contract signing. Rates are firm for a period of one year from the contract Effective Date. Thereafter, Elster may at its discretion adjust Services rates, but no more often than once annually.

For multi-year contracts, the purchase price of Equipment will remain fixed during the first two (2) years of the contract term. Beginning with year three (3) of the contract term, the purchase price of Equipment may be increased annually by the percent increase in the Bureau of Labor Statistics commodity Producer Price Index ("PPI") when comparing the most recent applicable PPI index with the prior year's applicable PPI index, but only if the percent increase is greater than one percent (1%). The applicable commodity PPI indices for electric meters, gas meters, and gas and water modules are: (i) electric meters: PCU33451933451100; (ii) gas meters: PCU33457433451141; and (iii) gas and water modules: PCU334220334220.

3 Changes

Any changes requested by Client affecting the project scope, schedule, or other aspects of the work must be accepted by Elster, and impacted provisions of the contract, including but not limited to price, schedule, license fees, warranties, etc., mutually agreed to in writing prior to implementation of any change.

Client requested changes in the scope will be priced per the unit pricing stated in the pricing exhibit(s) attached to and incorporated as part of the Agreement between the parties, or otherwise as quoted by Elster on a case-by-case basis.

Any changes to the system or hardware initiated by Client before or after delivery may necessitate upgrades to third party licenses. Any additional third party license fees will be the responsibility of Client unless such costs are specifically noted as included in the scope of work pricing.

Elster may, at its expense and in its sole discretion, make changes in the goods and services as it deems necessary to conform the goods and services to applicable specifications. If the customer objects to any such changes, Elster shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection. In addition, during the provisioning of goods and services, Elster may pass along to Client certain incidental costs incurred by Elster in the provisioning of such goods and services that directly relate to the provisioning thereof, such as mounting brackets, washers, gaskets and the like, with such costs not to exceed $10,000.

4 Delays

Goods and Services provided by Elster are planned and priced based on project requirements, and are sensitive to proper utilization of assets and committed resources. Unscheduled delays that prevent Elster or its subcontractors from working at the planned pace represent a risk to meeting overall project objectives. Elster will work closely with Client in an effort to minimize the potential for delays through careful planning and documentation of key interdependencies. If, however, the delivery of goods or the performance of Services are delayed as a result of acts or omissions by Client or its representatives and not by Elster or by reasons of force majeure, Client shall reimburse Elster for direct costs it incurs as a result of Client's delay. Elster may, at its discretion, deem such delay a suspension of the Agreement by the Client, and as a result not be bound by the pricing set forth in the Pricing Schedule or by the list of deliverables, and may at its discretion require Client to renegotiate prices.

If either Party causes a delay in the progress of the Work not otherwise excused or addressed in the Contract Documents, such Party shall use Commercially Reasonable Efforts (all without additional cost to the other Party) to complete its Work within the times set forth in the Contract Documents and project schedule.

5 Delivery

All goods manufactured, assembled or warehoused in the continental United States or Mexico and delivered within the United States will be delivered FOB Origin Elster factory unless designated otherwise in the Pricing Schedule Exhibit F accompanying these General Terms and Conditions. Goods delivered outside the United States will be delivered Ex Works Elster factory, and Client shall arrange for export clearance. Client shall be responsible for any and all demurrage or detention charges.

If the scheduled delivery of goods is delayed by Client or by Force Majeure, Elster may move the goods to storage for the account of and at the risk of Client whereupon it shall be deemed to be delivered.

Shipping and delivery dates are contingent upon Client's timely approvals and delivery by Client of any documentation required for Elster's performance hereunder.

Claims for shortages or other errors in delivery must be made in writing to Elster within ten (10) business days of delivery. Goods may not be returned except with the prior written consent of and subject to terms specified by Elster. Claims for damage after delivery shall be made directly by Client with the common carrier.

Unless otherwise agreed in writing by the parties, the Client shall be responsible for any required export/import licenses. The obligations of the Client to pay for the goods shall not in any manner be waived by the delay or failure to secure or renew, or by the cancellation of, any required export/import licenses.

6 Title and Risk of Loss

For US goods deliveries FOB Origin, Freight Prepaid, Elster will be responsible for freight charges and freight claims, while the Client will assume title/ownership of the goods at the time of carrier pick-up.

For US goods deliveries FOB Destination, Freight Prepaid, Elster will be responsible for freight charges and freight claims, and will retain title/ownership of the goods until delivered. If US goods deliveries are FOB Destination, Freight Collect, Client will be responsible for freight charges and freight claims, while Elster will retain title/ownership of the goods until delivered.

For goods delivered outside the United States, title/ownership and risk of loss shall pass to the Client upon delivery Ex Works Elster factory as defined in INCOTERMS 2010.

For software deliveries to Client, title/ownership of the software shall remain with Elster, and Client will be issued a license to use such software pursuant to the terms of a software or system license agreement executed between the parties.

7 Inspection and Acceptance

Client shall have up to thirty (30) days after delivery of the goods to the specified delivery point or after processing of Services, to inspect and reject or accept the goods or Services ("Acceptance Period"). In the event that Client does not reject the goods or Services in writing citing any applicable non-conformity to a purchase order, order release or specification during the Acceptance Period, the applicable goods or Services shall be deemed accepted. Following expiration of the Acceptance Period, deliverables shall be governed in accordance with the applicable warranty clause contained herein.

8 Invoicing / Payment

Elster deliverables will be invoiced and paid in accordance with the following terms:

8.1 Meters / Equipment / Devices

Invoiced Ex Works, point of shipment from the factory with payment due 30 days from the date of invoice in accordance with the payment terms herein.

8.2 System License Fees

Base license fees and incremental license fees are based on the size of the deployment and the corresponding Connexo license tier available to the Licensee. Base license fees and incremental license fees are invoiced after completing Connexo installation and onsite training. If the total number of AMI / AMR devices increase beyond the limits of the assigned tier, Licensee must upgrade to a higher tier and corresponding upgrade, backup, and test system fees apply. Licensee will be given thirty (30) days from the date of invoice and as provided in the SLA. No credit will be given following quarterly audits reflecting fewer meters on the System.

8.3 System Maintenance Fees

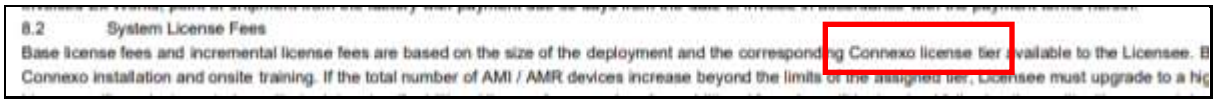

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Figure 4, See Ex. D:

https://georgetowntx.novusagenda.com/AgendaPublic/DisplayAgendaPDF.ashx?MeetingID=2910, *as accessed 3/19/20.*

JOINT ENTERPRISE

10. Defendants have jointly and severally entered into and formed a joint enterprise for the purpose of exploiting and profiting from the sale and use of the accused instrumentalities, as detailed herein.

11. On information and belief, the Defendants have together entered into an express or implied agreement to exploit and profit from the sale and use of the accused instrumentalities. More specifically, the Elster Defendants, together with and for the benefit of Honeywell, solicited and bargained with Georgetown to provide and support the accused instrumentalities to the City of Georgetown for the combined benefit of all Defendants. On information and belief, the Elster and Honeywell defendants generate substantial revenues, business goodwill, and market share, which bolsters their respective reputations and ability to generate sales to other customers. Defendant Georgetown, on information and belief, benefits not only economically, but also reputationally in the eyes of its customers by providing modern, sophisticated utility services.
12. On information and belief, the actions of the Defendants were carried out in furtherance of the common purpose of exploiting and profiting from the use of accused instrumentalities in this district.
13. On information and belief, the actions of the Defendants complained of herein benefit all Defendants and, as such, exhibits a common pecuniary interest (including but not limited to revenues, goodwill, market share, and sales advantage) among the Defendants.
14. On information and belief, each of the Defendants are sophisticated parties and entered into agreements such that each Defendant exercised and exercises equal right to control the use of the accused instrumentalities. As reflected in Exh. D, Elster is contractually obligated to provide updates and support, and the Accused Instrumentalities are "mission critical" to Georgetown.

JURISDICTION AND VENUE

15. This action arises under the patent laws of the United States, 35 U.S.C. § 1, *et seq*. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

16. Defendants have committed acts of infringement in this judicial district.

17. On information and belief, Defendants maintain regular and systematic business interests in this district and throughout the State of Texas including through their representatives, employees, agents, and physical facilities.

18. On information and belief, the Court has personal jurisdiction over Defendants because Defendants have committed, and continue to commit, acts of infringement in the State of Texas, have conducted business in the state of Texas, and/or have engaged in continuous and systematic activities in the state of Texas. On information and belief, Defendants' accused instrumentalities that are alleged herein to infringe were and continue to be used, imported, offered for sale, and/or sold in the Western District of Texas. On information and belief, the conduct of the Elster Defendants is carried out under the direction, control and/or authority of, and otherwise for the financial benefit of, Defendant Honeywell International, Inc.

19. On information and belief, Defendants voluntarily conduct business and solicit customers in the State of Texas and customers within this District, including, but not limited to, the City of Georgetown, Texas.

20. Defendant Georgetown is a utility service provider in the State of Texas and in this Judicial District. On information and belief, Georgetown provides utility services to thousands of customers using the accused infringing instrumentalities of the Elster Defendants.

21. On information and belief Defendants generate substantial revenue from such customers located within this District and from the acts of infringement as carried out in this District.

As such, the exercise of jurisdiction over Defendants would not offend the traditional notions of fair play and substantial justice.

22. Venue is proper in the Western District of Texas pursuant to 28 U.S.C. § 1400(b).

NOTICE OF BCS' PATENTS

23. BCS is owner by assignment of U.S. Patent No. 6,240,421 entitled "System, software and apparatus for organizing, storing and retrieving information from a computer database." A copy may be obtained at: https://patents.google.com/patent/US6240421B1/en?oq=6240421.

24. BCS is owner by assignment of U.S. Patent No. 6,421,821 entitled "Flow chart-based programming method and system for object-oriented languages." A copy may be obtained at: https://patents.google.com/patent/US6421821B1/en?oq=6421821.

25. BCS is owner by assignment of U.S. Patent No. 6,438,535 entitled "Relational database method for accessing information useful for the manufacture of, to interconnect nodes in, to repair and to maintain product and system units." A copy may be obtained at: https://patents.google.com/patent/US6438535B1/en?oq=6438535.

26. BCS is owner by assignment of U.S. Patent No. 6,658,377 entitled "Method and system for text analysis based on the tagging, processing, and/or reformatting of the input text." A copy may be obtained at: https://patents.google.com/patent/US6658377B1/en?oq=6658377.

27. BCS is owner by assignment of U.S. Patent No. 6,662,179 entitled "Relational database method for accessing information useful for the manufacture of, to interconnect nodes in, to repair and to maintain product and system units." A copy may be obtained at: https://patents.google.com/patent/US6662179B2/en?oq=6662179.

28. BCS is owner by assignment of U.S. Patent No. 6,895,502 entitled "Method and system for securely displaying and confirming request to perform operation on host computer." A copy may be obtained at: https://patents.google.com/patent/US6895502B1/en?oq=6895502.

29. BCS is owner by assignment of U.S. Patent No. 7,200,760 entitled "System for persistently encrypting critical software data to control the operation of an executable software program." A copy may be obtained at: https://patents.google.com/patent/US7200760B2/en?oq=7200760

30. BCS is owner by assignment of U.S. Patent No. 7,302,612 entitled "High level operational support system." A copy may be obtained at: https://patents.google.com/patent/US7302612B2/en?oq=7302612.

31. BCS is owner by assignment of U.S. Patent No. 7,533,301 entitled "High level operational support system." A copy may be obtained at: https://patents.google.com/patent/US7533301B2/en?oq=7533301.

32. BCS is owner by assignment of U.S. Patent No. 7,730,129 entitled "Collaborative communication platforms." A copy may be obtained at: https://patents.google.com/patent/US7730129B2/en?oq=7730129.

33. BCS is owner by assignment of U.S. Patent No. 7,774,296 entitled "Relational database method for accessing information useful for the manufacture of, to interconnect nodes in, to repair and to maintain product and system units." A copy may be obtained at: https://patents.google.com/patent/US7774296B2/en?oq=7774296.

34. BCS is owner by assignment of U.S. Patent No. 7,840,893 entitled "Display and manipulation of web page-based search results." A copy may be obtained at: https://patents.google.com/patent/US7840893B2/en?oq=7840893.

35. BCS is owner by assignment of U.S. Patent No. 7,890,809 entitled "High level operational support system." A copy may be obtained at: https://patents.google.com/patent/US7890809B2/en?oq=7890809.

36. BCS is owner by assignment of U.S. Patent No. 7,895,282 entitled "Internal electronic mail system and method for the same." A copy may be obtained at: https://patents.google.com/patent/US7895282B1/en?oq=7895282."

37. BCS is owner by assignment of U.S. Patent No. 7,996,464 entitled "Method and system for providing a user directory." A copy may be obtained at: https://patents.google.com/patent/US7996464B1/en?oq=7996464.

38. BCS is owner by assignment of U.S. Patent No. 7,996,469 entitled "Method and system for sharing files over networks." A copy may be obtained at: https://patents.google.com/patent/US7996469B1/en?oq=7996469.

39. BCS is owner by assignment of U.S. Patent No. 8,171,081 entitled "Internal electronic mail within a collaborative communication system." A copy may be obtained at: https://patents.google.com/patent/US8171081B1/en?oq=8171081.

40. BCS is owner by assignment of U.S. Patent No. 8,176,123 entitled "Collaborative communication platforms." A copy may be obtained at: https://patents.google.com/patent/US8176123B1/en?oq=8176123.

41. BCS is owner by assignment of U.S. Patent No. 8,285,788 entitled "Techniques for sharing files within a collaborative communication system." A copy may be obtained at: https://patents.google.com/patent/US8285788B1/en?oq=8285788.

42. BCS is owner by assignment of U.S. Patent No. 8,554,838 entitled "Collaborative communication platforms." A copy may be obtained at:

https://patents.google.com/patent/US8554838B1/en?oq=8554838.

43. BCS is owner by assignment of U.S. Patent No. 8,819,120 entitled "Method and system for group communications." A copy may be obtained at: https://patents.google.com/patent/US8819120B1/en?oq=8819120.

44. BCS is owner by assignment of U.S. Patent No. 8,984,063 entitled "Techniques for providing a user directory for communication within a communication system." A copy may be obtained at: https://patents.google.com/patent/US8984063B1/en?oq=8984063.

45. BCS is owner by assignment of U.S. Patent No. 9,396,456 entitled "Method and system for forming groups in collaborative communication system." A copy may be obtained at: https://patents.google.com/patent/US9396456B1/en?oq=9396456.

46. Defendant, at least by the date of this Original Complaint, is on notice of the above patents owned by BCS.

U.S. PATENT NOS. 7,302,612, 7,533,301 AND 7,890,809

47. BCS is the owner, by assignment, of U.S. Patent No. 7,302,612 ("the '612 Patent"), U.S. Patent No. 7,533,301 ("the '301 Patent) and U.S. Patent No. 7,890,809 ("the '809 Patent"), each entitled HIGH LEVEL OPERATIONAL SUPPORT SYSTEM (hereinafter collectively referred to as "the Patents-in-Suit").

48. The '809 Patent issued on February 15, 2011, and is a continuation of the '301 Patent, which issued on May 12, 2009. The '301 Patent is a continuation of the '612 Patent, which issued on November 27, 2007. Thus, the Patents-in-Suit share a common specification.

49. The Patents-in-Suit are valid, enforceable, and were duly issued in full compliance with Title 35 of the United States Code.

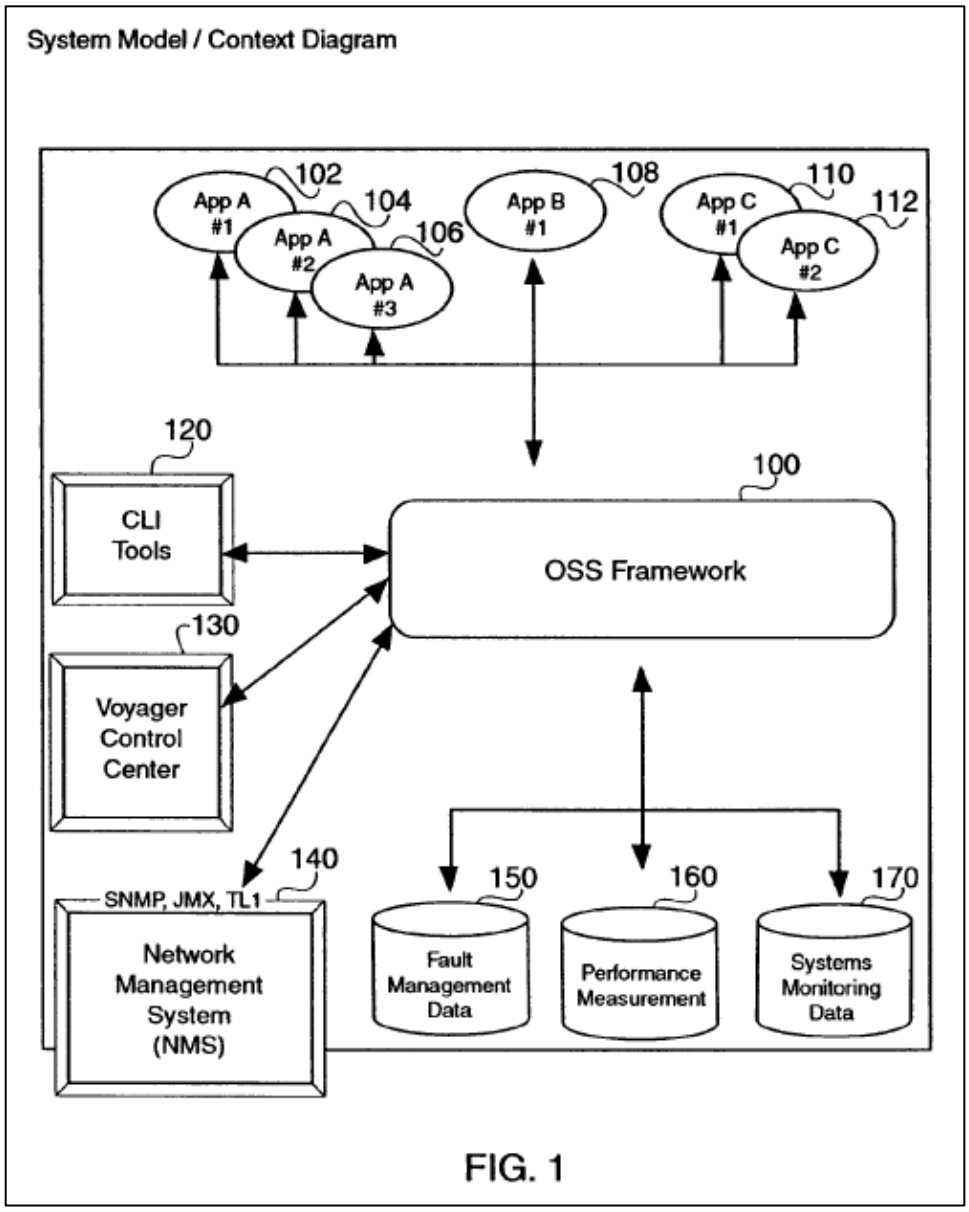
50. The Patents-in-Suit were invented by Messrs. Blaine Nye and David Sze Hong.

51. The priority date of each of the Patents-in-Suit is at least May 1, 2003.

52. The Patents-in-Suit relate to:

> A high-level Operational Support System (OSS) framework provides the infrastructure and analytical system to enable all applications and systems to be managed dynamically at runtime regardless of platform or programming technology. Applications are automatically discovered and managed. Java applications have the additional advantage of auto-inspection (through reflection) to determine their manageability. Resources belonging to application instances are associated and managed with that application instance. This provides operators the ability to not only manage an application, but its distributed components as well. They are presented as belonging to a single application instance node that can be monitored, analyzed, and managed. The OSS framework provides the platform-independent infrastructure that heterogeneous applications require to be monitored, controlled, analyzed and managed at runtime. New and legacy applications written in C++ or Java are viewed and manipulated identically with zero coupling between the applications themselves and the tools that scrutinize them.

'809 Patent (Abstract).



Id. (Figure 5).

53. The field of the invention of the Patents-in-Suit is to improvements in "wireless communication carriers. More particularly, it relates to operational support system (OSS), application/systems management, and network management." *Id.*, col. 1:17-20.

54. As disclosed in the Patents-in-Suit, "[m]any network management technologies exist that allow operators to manage applications and devices at runtime. For instance, SNMP, TL1

and JMX each attempt to provide operators with the ability to manipulate and affect change at runtime." *Id.*, col. 1:22-26.

55. As disclosed in the Patents-in-Suit, "[t]he fundamental of each is similar. It is to manipulate the objects of an application through messaging." *Id.*, col. 1:26-27.

56. As disclosed in the Patents-in-Suit, "SNMP is the standard basic management service for networks that operate in TCP/IP environments. It is intended primarily to operate well-defined devices easily and does so quite successfully. However, it is limited to the querying and updating of variables." *Id.*, col. 1:28-32.

57. As disclosed in the Patents-in-Suit, "Transaction Language 1 (TL1) is a set of ASCII-based instructions, or 'messages,' that an operations support system (OSS) uses to manage a network element (NE) and its resources. *Id.*, col. 1:32-35.

58. As disclosed in the Patents-in-Suit, "JMX is a Java centric technology that permits the total management of objects: not only the manipulation of fields, but also the execution of object operations. It is designed to take advantage of the Java language to allow for the discovery and manipulation of new or legacy applications or devices." *Id.*, col. 1:35-40.

59. As disclosed in the Patents-in-Suit, "Operational Support for enterprise applications is currently realized using a variety of technologies and distinct, separate services. For instance, network management protocols (SNMP, JMX, TL1, etc.) provide runtime configuration and some provide operation invocation, but these technologies are not necessarily geared toward applications." *Id.*, col. 1:40-45.

60. As disclosed in the Patents-in-Suit, "[s]ome are language specific (e.g., JMX) and require language agnostic bridging mechanisms that must be implemented, configured and maintained. SNMP is generic (e.g., TL1 and SNMP) and very simple in nature, but it requires

application developers to implement solutions to common OSS tasks on top of SNMP. *Id.*, col. 1:46-51.

61. As disclosed in the Patents-in-Suit, "TL1 is also ASCII based and generic. However, while it is very flexible and powerful, it is another language that must be mastered, and it's nature is command line based. As a result, it is not intuitively based in presentation layer tools. While all the technologies have their respective benefits, they do not provide direct means of providing higher level OSS functionality. Conventionally, applications are monitored, analyzed and managed at runtime." *Id.*, col. 1:52-59.

62. As disclosed in the Patents-in-Suit, one or more claims "provid[e] a high-level operational support system framework comprises monitoring a health of a plurality of applications. The health of the plurality of applications is assessed, and the health of the plurality of applications is analyzed, whereby each of the plurality of applications are managed dynamically at runtime regardless of a platform of each of the plurality of applications." *Id.*, col. 1:64–2:3.

63. Consequently, the Patents-in-Suit improve the computer functionality itself and represents a technological improvement to the operation of computers.

64. The '809 Patent was examined by United States Patent Examiner Joshua Lohn. During the examination of the '809 Patent, the United States Patent Examiner searched for prior art in the following US Classifications: 714/38, 714/47, 719/320.

65. After conducting a search for prior art during the examination of the '809 Patent, the United States Patent Examiner identified and cited U.S. Patent No. 6,748,555 to Teegan et al as one of the most relevant prior art references found during the search.

66. After conducting a search for prior art during the examination of the ’809 Patent, the United States Patent Examiner identified and cited U.S. Patent No. 6,862,698 to Shyu as one of the most relevant prior art references found during the search.

67. After conducting a search for prior art during the examination of the ’809 Patent, the United States Patent Examiner identified and cited U.S. Patent No. 7,003,560 to Mullen et al as one of the most relevant prior art references found during the search.

68. After conducting a search for prior art during the examination of the ’809 Patent, the United States Patent Examiner identified and cited U.S. Patent No. 7,100,195 to Underwood as one of the most relevant prior art references found during the search.

69. After conducting a search for prior art during the examination of the ’809 Patent, the United States Patent Examiner identified and cited U.S. Patent Application No. 2003/0037288 by Harper et al as one of the most relevant prior art references found during the search.

70. After conducting a search for prior art during the examination of the ’809 Patent, the United States Patent Examiner identified and cited U.S. Patent Application No. 2003/0204791 by Helgren et al as one of the most relevant prior art references found during the search.

71. After conducting a search for prior art during the examination of the ’809 Patent, the United States Patent Examiner identified and cited U.S. Patent Application No. 2004/0073566 by Trivedi as one of the most relevant prior art references found during the search.

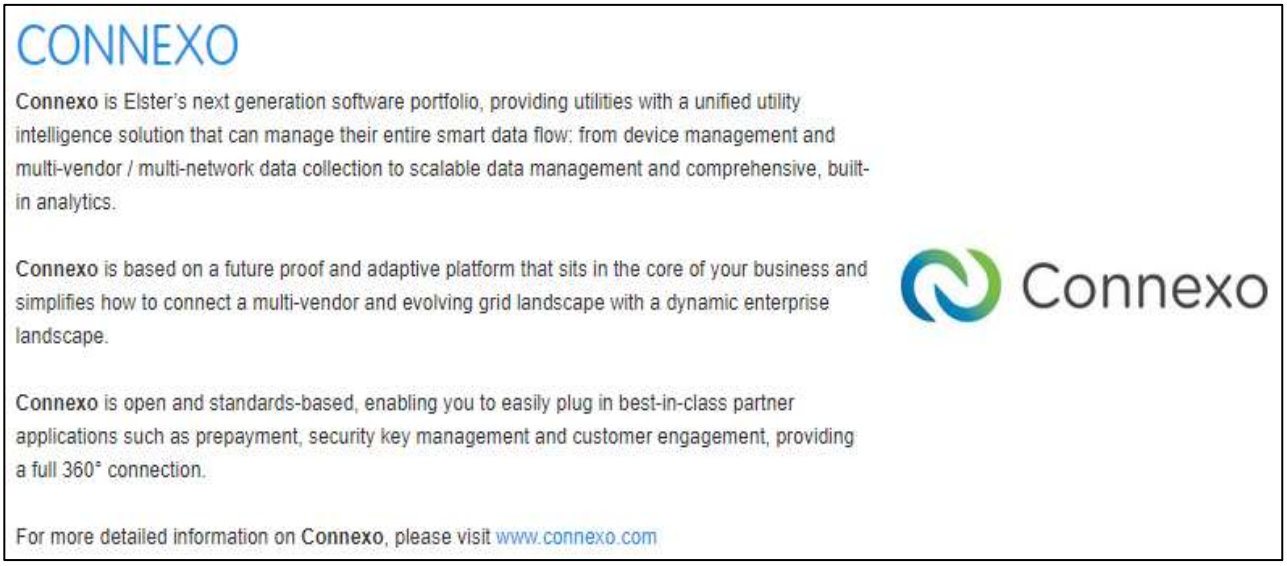
72. After conducting a search for prior art during the examination of the ’809 Patent, the United States Patent Examiner identified and cited U.S. Patent Application No. 2004/0088401 by Tripathi et al as one of the most relevant prior art references found during the search.

73. After conducting a search for prior art during the examination of the ’809 Patent, the United States Patent Examiner identified and cited U.S. Patent Application No. 2005/0044535 by Coppert as one of the most relevant prior art references found during the search.

74. After conducting a search for prior art during the examination of the ’809 Patent, the United States Patent Examiner identified and cited U.S. Patent Application No. 6,748,555 by Shyu as one of the most relevant prior art references found during the search.

DEFENDANTS’ PRODUCTS

75. On information and belief, Defendants make, use, import, sell, and/or offer for sale a multitude of products and services broadly defined under the so-called “Connexo” name. On information and belief, Defendants provide Connexo which is an open software platform for utilities that securely collect, process, store and leverage smart grid data.



Source: https://www.elstersolutions.com/en/product-details-all-regions/1215/en/Connexo?fid=F032EA0A896F40B486350FF21BE30E5E#sbox0=;, *as accessed 3/19/20*.

76. On information and belief, Connexo is a unified utility intelligent solution which integrates multiple applications such as Connexo MultiSense, Connexo NetSense, Connexo Insight, and Connexo Pulse.

77. Individually and collectively, the foregoing are the "Accused Instrumentalities."

COUNT I
(Infringement of U.S. Patent No. 7,890,809)

78. BCS incorporates the above paragraphs by reference.

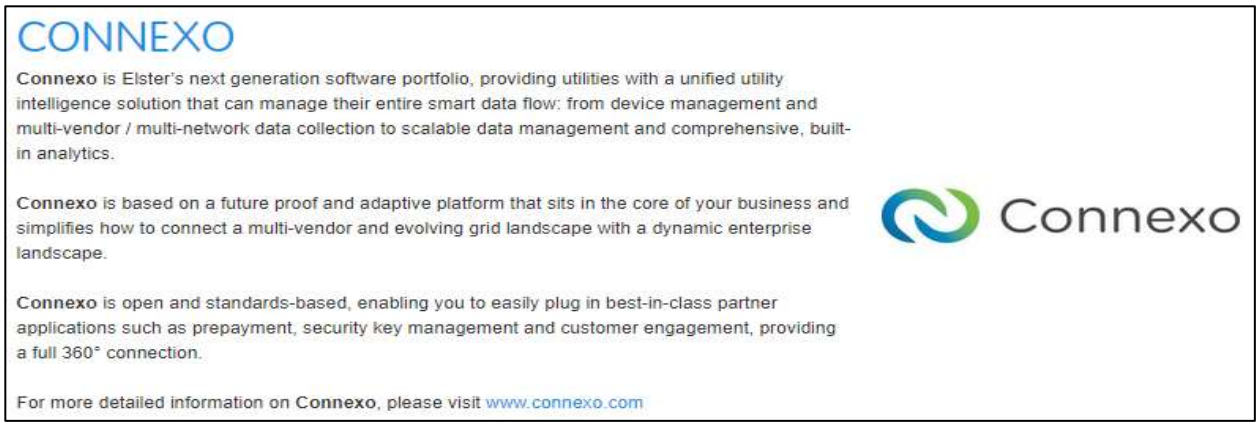
79. Defendants have been on notice of the '809 Patent at least as early as the date it received service of this Original Complaint.

80. On information and belief, Defendants have infringed and continue to infringe, directly and indirectly, at least Claims 1-9 of the '809 Patent by making, using, importing, selling, and/or, offering for sale the Accused Instrumentalities.

DIRECT INFRINGEMENT

81. The Elster and Honeywell Defendants jointly and severally make, use, import, sell, and/or offer for sale the Accused Instrumentalities, and are direct infringers. Separately and in the alternative, the City of Georgetown uses the Accused Instrumentalities, and is a direct infringer. Separately and in the alternative, all Defendants together in concert as a joint enterprise, have and continue to use the Accused Instrumentalities, and such joint enterprise is a direct infringer.

82. Defendants provide the Accused Instrumentalities, which comprise an open software platform for utilities that securely collect, process, store and leverage smart grid data.



CONNEXO

Connexo is Elster's next generation software portfolio, providing utilities with a unified utility intelligence solution that can manage their entire smart data flow: from device management and multi-vendor / multi-network data collection to scalable data management and comprehensive, built-in analytics.

Connexo is based on a future proof and adaptive platform that sits in the core of your business and simplifies how to connect a multi-vendor and evolving grid landscape with a dynamic enterprise landscape.

Connexo is open and standards-based, enabling you to easily plug in best-in-class partner applications such as prepayment, security key management and customer engagement, providing a full 360° connection.

For more detailed information on **Connexo**, please visit www.connexo.com

Connexo

Source: https://www.elstersolutions.com/en/product-details-all-regions/1215/en/Connexo?fid=F032EA0A896F40B486350FF21BE30E5E#sbox0=;

83. On information and belief, the Accused Instrumentalities provide a unified utility intelligent solution which integrates multiple applications such as Connexo MultiSense, Connexo NetSense, Connexo Insight and Connexo Pulse.

Multi-vendor data collection

Connexo MultiSense

Collect any smart data from any vendor across different network technologies.

Capture data from multi-vendor gas, water and electricity meters as well as other smart grid devices for solar panels, wind mills, electrical vehicles.

Increase the effectiveness of your operations thanks to the automation embedded in the application.

Stay on top of what is happening and be informed immediately on critical issues.

RF mesh data collection

Connexo NetSense

Harvest your grid data across multi-network technologies, manage your RF Mesh or cellular networks with ease.

Collect data from both RF and cellular networks, giving you greater geographic coverage and collection frequency flexibility.

Accommodate data from multiple grid devices – metering endpoints, sensors, grid management equipment and more.

Benefit from a system designed to support all leading AMI communication technologies.

Scalable data management

Connexo Insight

Acquire, process, store and exchange data in no time with other systems.

Manually or automatically verify, edit, confirm or replace collected data so all data is correct, reliable and free of discrepancies.

Store your data long term in a versioned way and maintain data integrity.

Easily leverage the data in Connexo Insight in other applications such as demand response, utility analytics, prepayment and many others.

Integration platform

Connexo Pulse

Seamlessly integrate enterprise applications.

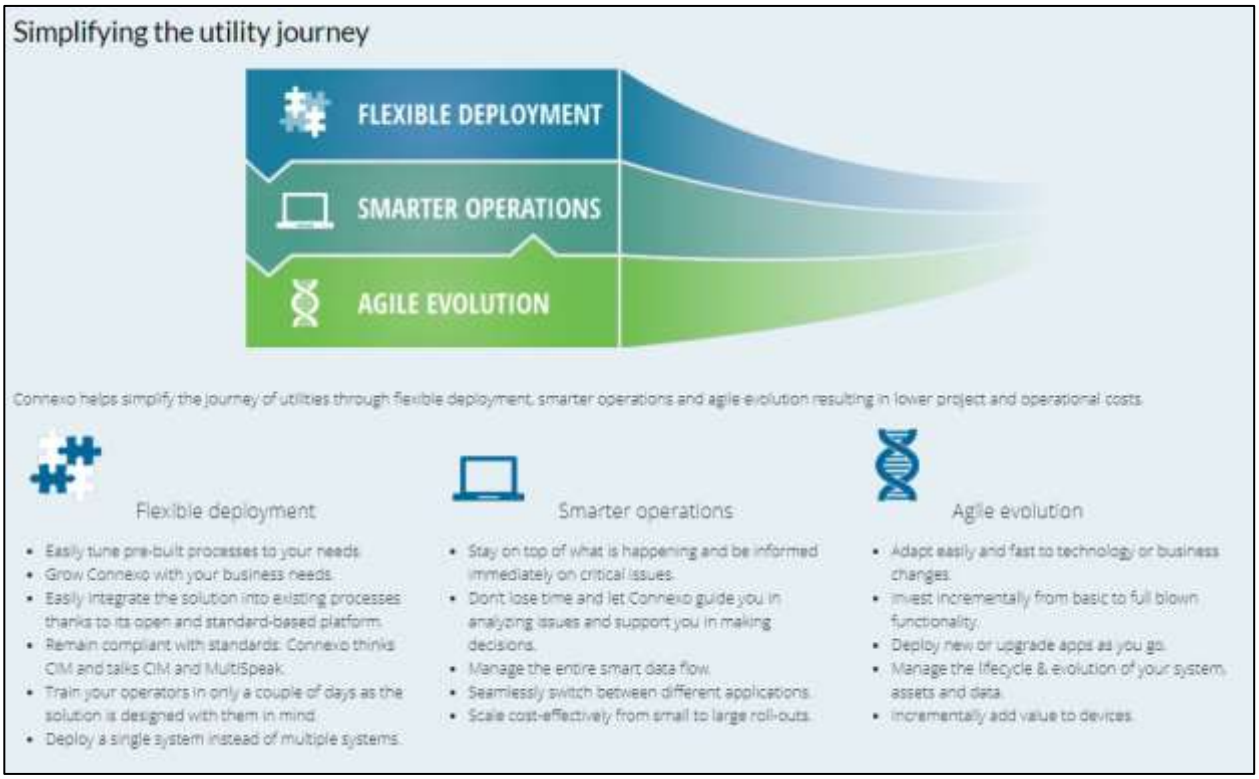
Seamlessly integrate enterprise applications thanks to our open and standard based REST APIs.

Easily build your own branded applications on top of our platform with the software development kit (SDK).

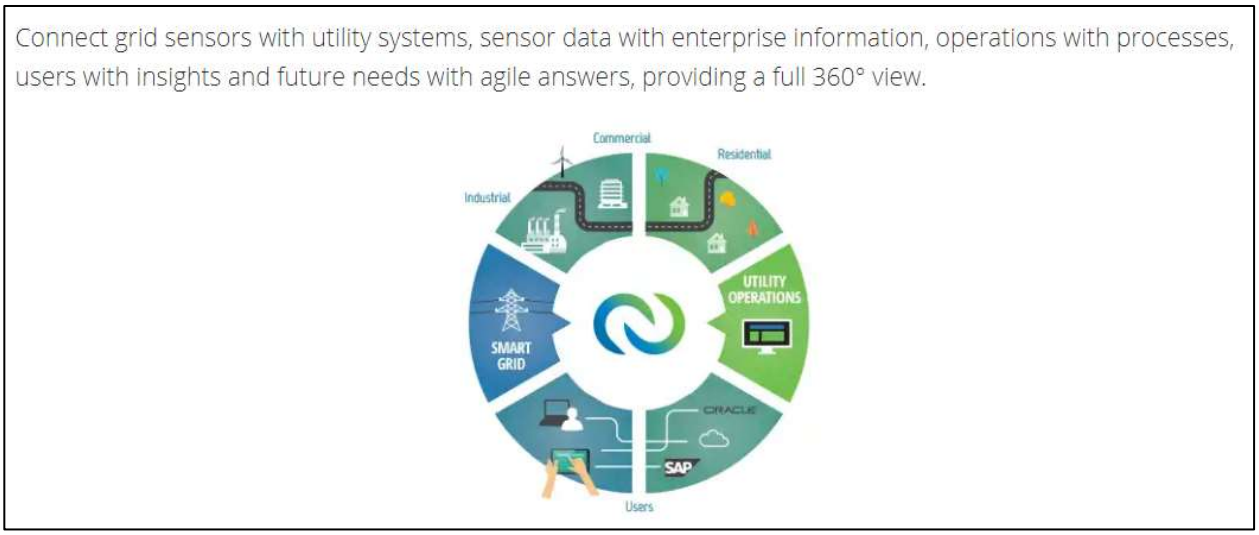
The OSGi based architecture allows you to install new apps when you need them avoiding a large deployment cost upfront. Update and upgrade apps as you go.

Note: Connexo Pulse will soon be available to service providers as a stand-alone platform.

Source: https://www.connexo.com/applications/, *as accessed 3/19/20.*

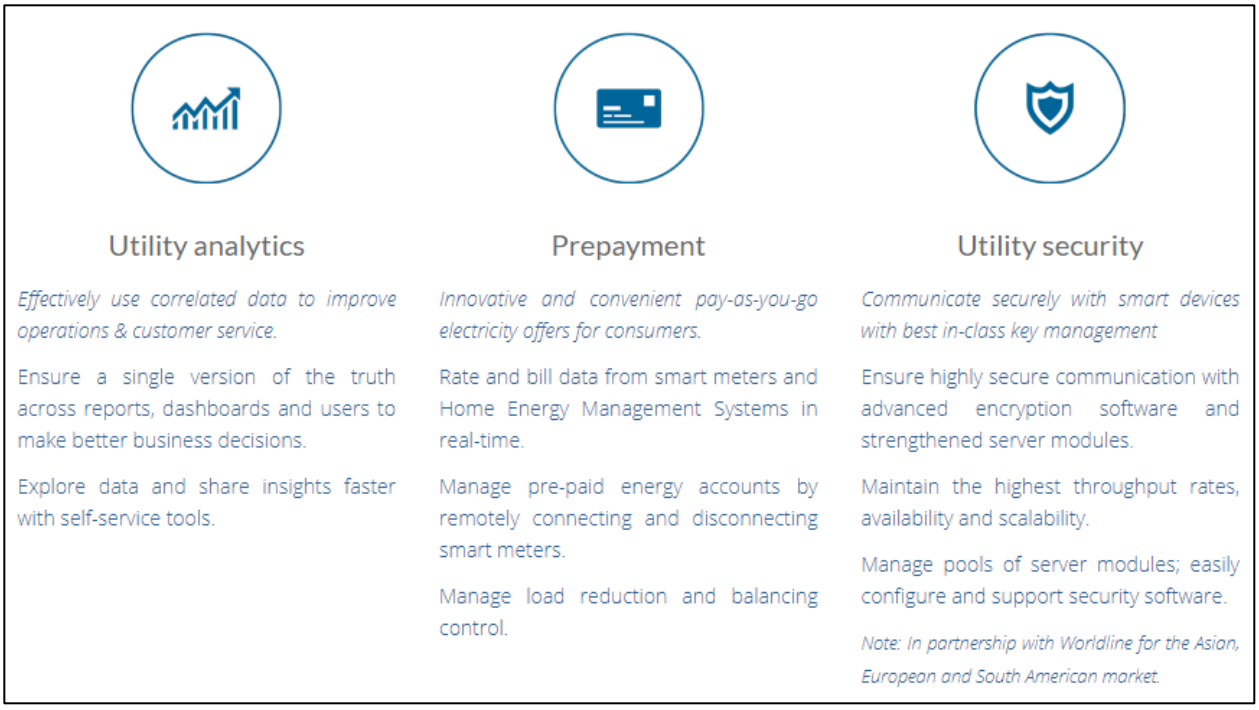


Source: https://www.connexo.com/connexo/, *as accessed 3/19/20*.

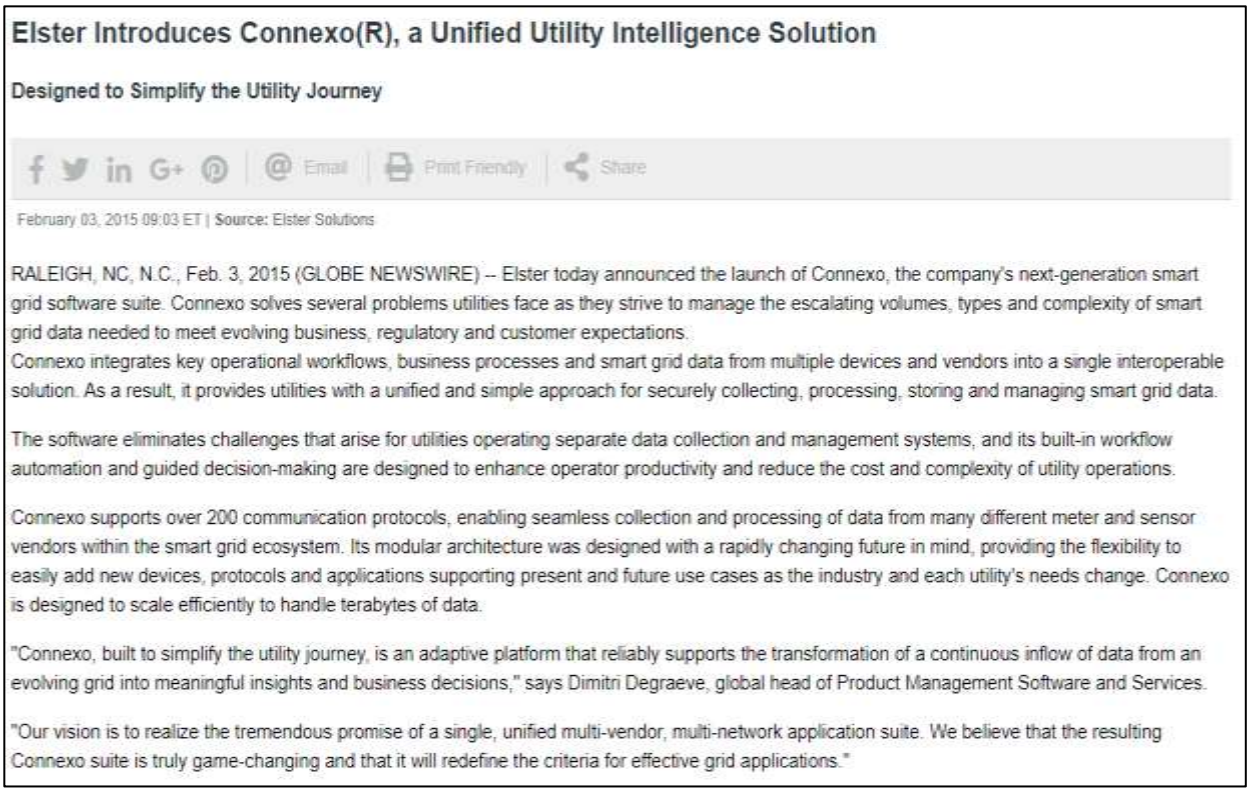


Source: https://www.connexo.com/connexo/, *as accessed 3/19/20*.

Source: https://www.connexo.com/applications/, *as accessed 3/19/20*.



Source: https://www.connexo.com/applications/, *as accessed 3/19/20*.



Elster Introduces Connexo(R), a Unified Utility Intelligence Solution

Designed to Simplify the Utility Journey

Email | Print Friendly | Share

February 03, 2015 09:03 ET | **Source:** Elster Solutions

RALEIGH, NC, N.C., Feb. 3, 2015 (GLOBE NEWSWIRE) -- Elster today announced the launch of Connexo, the company's next-generation smart grid software suite. Connexo solves several problems utilities face as they strive to manage the escalating volumes, types and complexity of smart grid data needed to meet evolving business, regulatory and customer expectations.
Connexo integrates key operational workflows, business processes and smart grid data from multiple devices and vendors into a single interoperable solution. As a result, it provides utilities with a unified and simple approach for securely collecting, processing, storing and managing smart grid data.

The software eliminates challenges that arise for utilities operating separate data collection and management systems, and its built-in workflow automation and guided decision-making are designed to enhance operator productivity and reduce the cost and complexity of utility operations.

Connexo supports over 200 communication protocols, enabling seamless collection and processing of data from many different meter and sensor vendors within the smart grid ecosystem. Its modular architecture was designed with a rapidly changing future in mind, providing the flexibility to easily add new devices, protocols and applications supporting present and future use cases as the industry and each utility's needs change. Connexo is designed to scale efficiently to handle terabytes of data.

"Connexo, built to simplify the utility journey, is an adaptive platform that reliably supports the transformation of a continuous inflow of data from an evolving grid into meaningful insights and business decisions," says Dimitri Degraeve, global head of Product Management Software and Services.

"Our vision is to realize the tremendous promise of a single, unified multi-vendor, multi-network application suite. We believe that the resulting Connexo suite is truly game-changing and that it will redefine the criteria for effective grid applications."

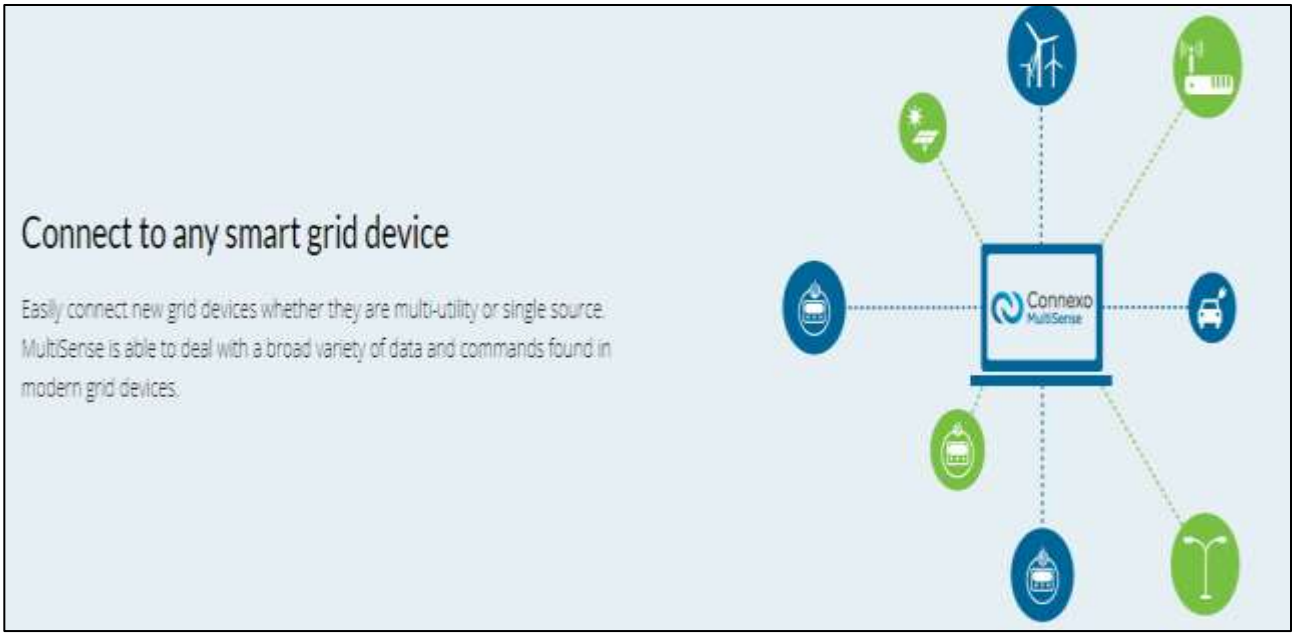
Source: https://www.globenewswire.com/news-release/2015/02/03/702538/10118353/en/Elster-Introduces-Connexo-R-a-Unified-Utility-Intelligence-Solution.html, *as accessed 3/19/20*.

84. On information and belief, the Accused Instrumentalities perform the step of monitoring from a physical server a health of a plurality of client applications and a health of said plurality of client applications distributed components, using a common monitoring protocol, said monitoring being independent of a programming technology of said plurality of client applications and respective distributed components. This element is infringed literally, or in the alternative, under the doctrine of equivalents. For example, Connexo comprises Connexo MultiSense and Connexo NetSense ("applications"). Connexo MultiSense captures data from gas, water and electricity meters as well as other smart grid devices such as solar panels, wind mills or electrical vehicles and manages their configuration from a central system. Distributed components for the application include meters and grid devices such as wind

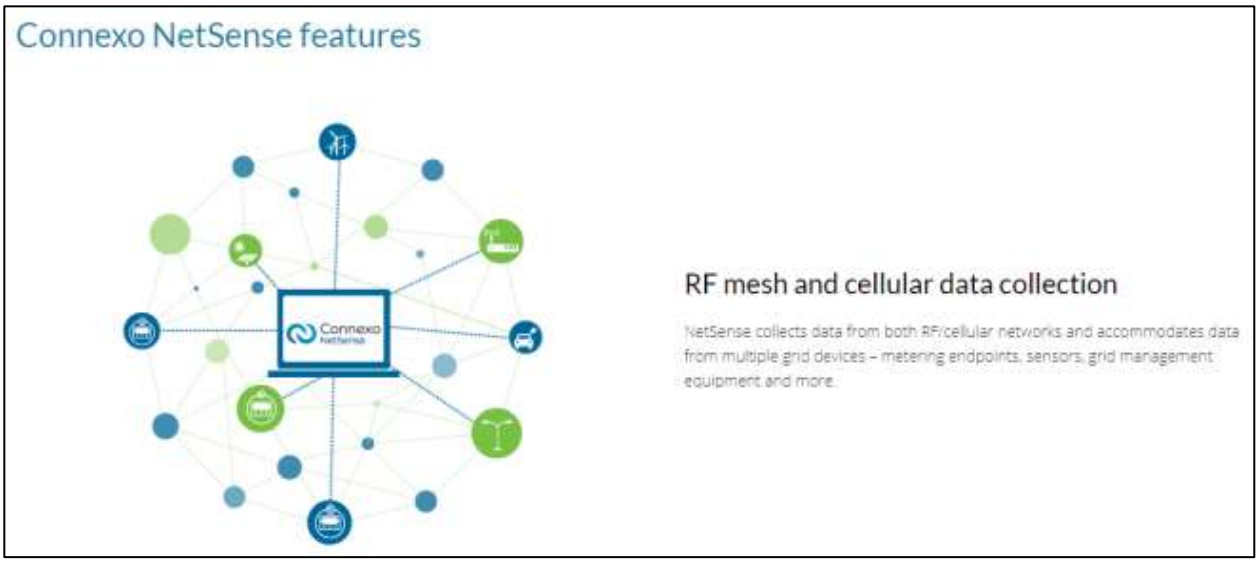
mills, solar panels, etc. Connexo NetSense collects data from both RF mesh and cellular networks and "accommodates data from multiple grid devices – metering endpoints, sensors, grid management equipment". Distributed components for the application include metering endpoints, sensors and grid management equipment. The health and performance of applications and corresponding distributed components (such as Device and Sensor status, Sensor ID) is monitored using Connexo ("common monitoring protocol"). On information and belief, the monitoring is independent of a programming technology of said plurality of client applications and respective distributed components.

Source: https://www.connexo.com/applications/, *as accessed 3/19/20*.

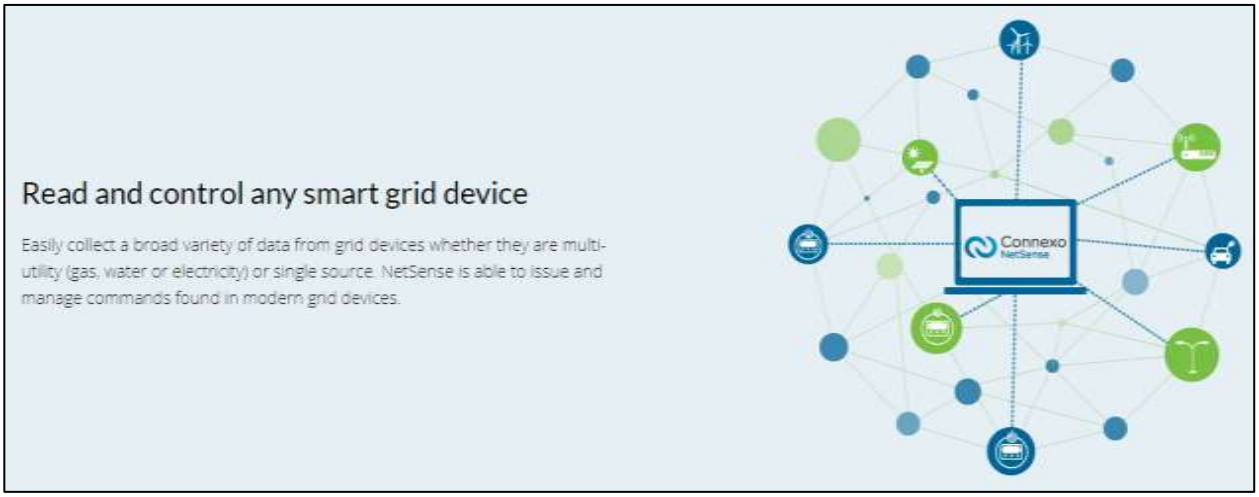
Source: https://www.connexo.com/applications/connexo-multisense/, *as accessed 3/19/20*.



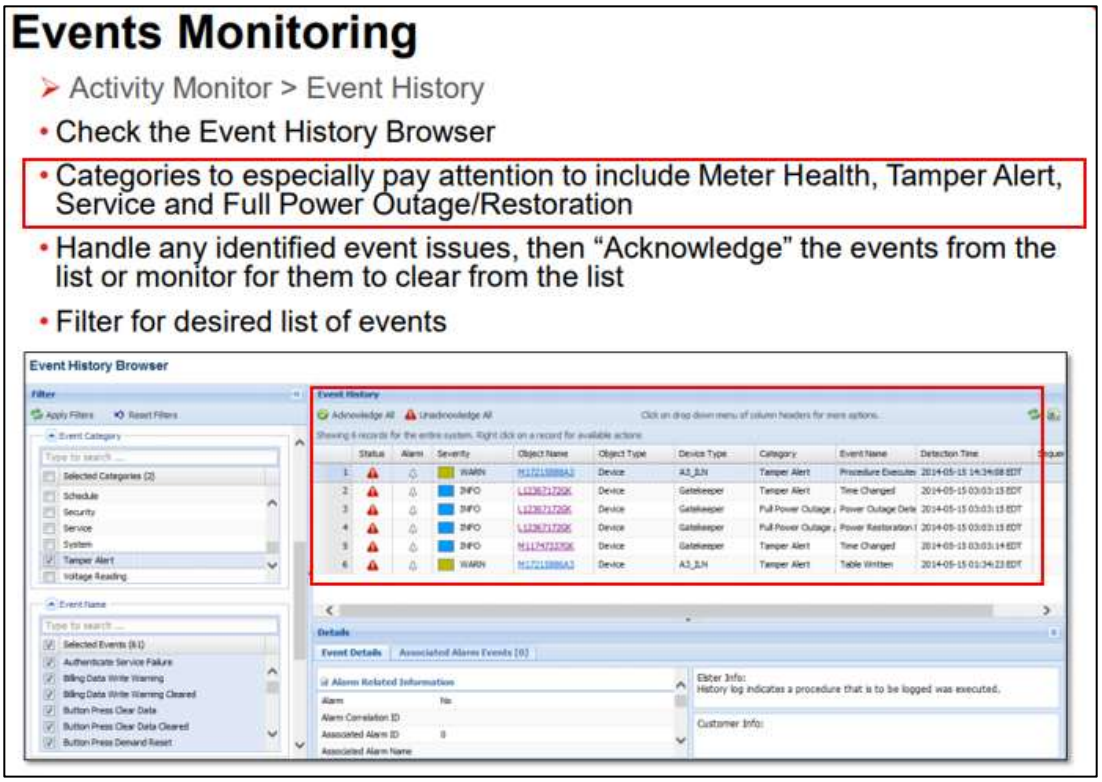
Source: https://www.connexo.com/applications/connexo-multisense/, *as accessed 3/19/20*.



Source: https://www.connexo.com/applications/connexo-netsense/features/, *as accessed 3/19/20*.



Source: https://www.connexo.com/applications/connexo-netsense/, *as accessed 3/19/20*.

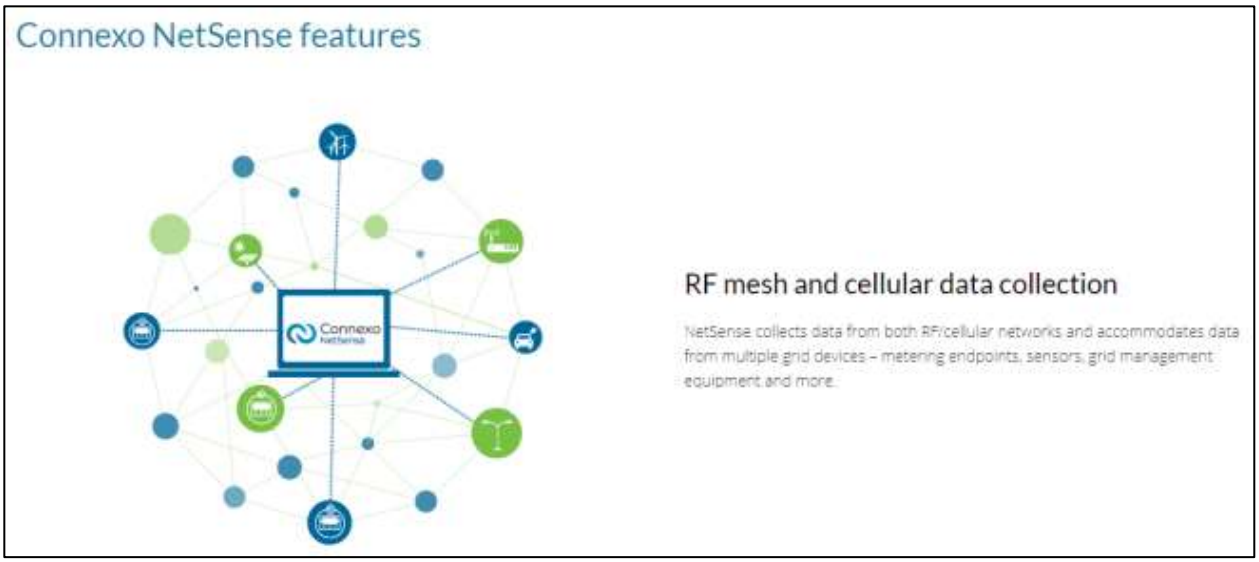


Source: https://www.honeywellprocess.com/library/news-and-events/presentations/2019-hug-america-cns-05-best-practice-for-ea-lan2-final.pdf, p. 38.

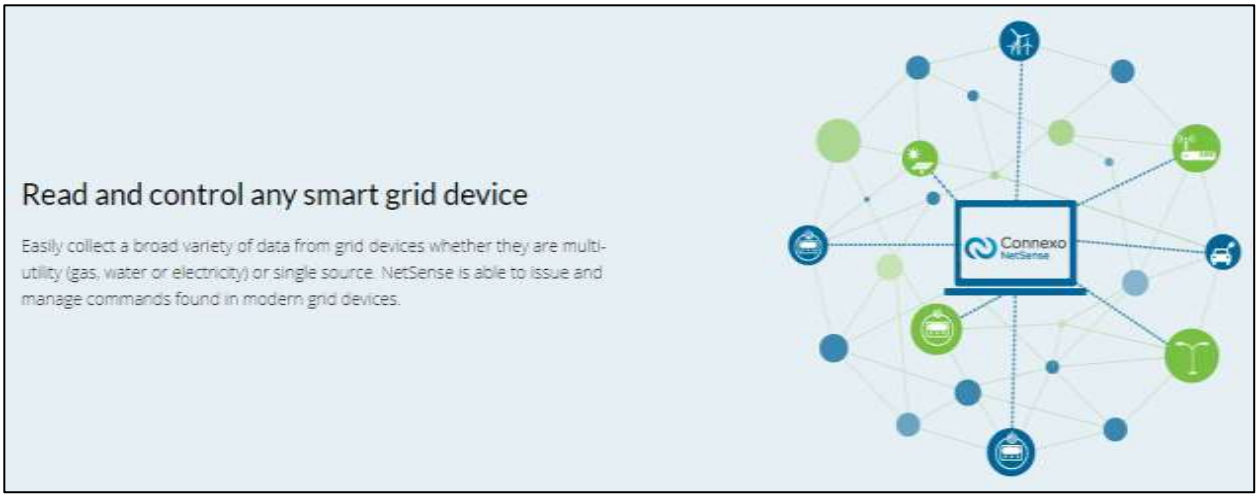
85. On information and belief, the Accused Instrumentalities further perform the step of assessing said health of said plurality of client applications and said respective distributed components. For example, Connexo assesses health and performance of Connexo MultiSense and Connexo NetSense ("applications") and respective distributed components (sensors, meters, grid management equipment, etc.). The health value of applications comprises of values such as Application ID and Activation status of particular application. Further, health of corresponding distributed components comprises of Device status and Device ID.

Source: https://www.connexo.com/applications/connexo-multisense/, *as accessed 3/19/20*.

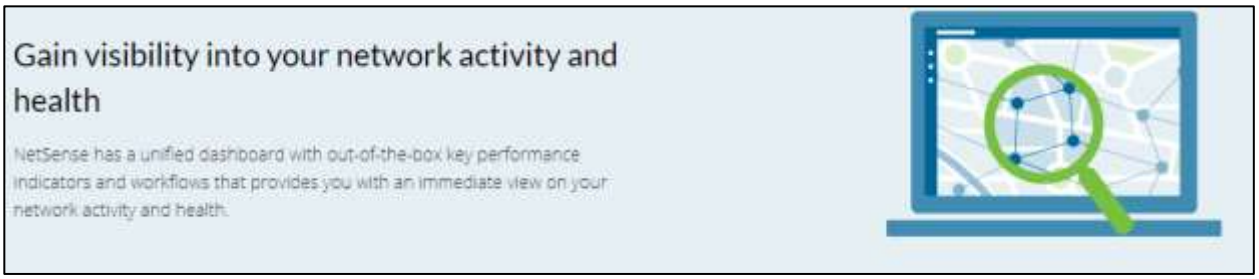
Source: https://www.connexo.com/applications/connexo-multisense/, *as accessed 3/19/20*.



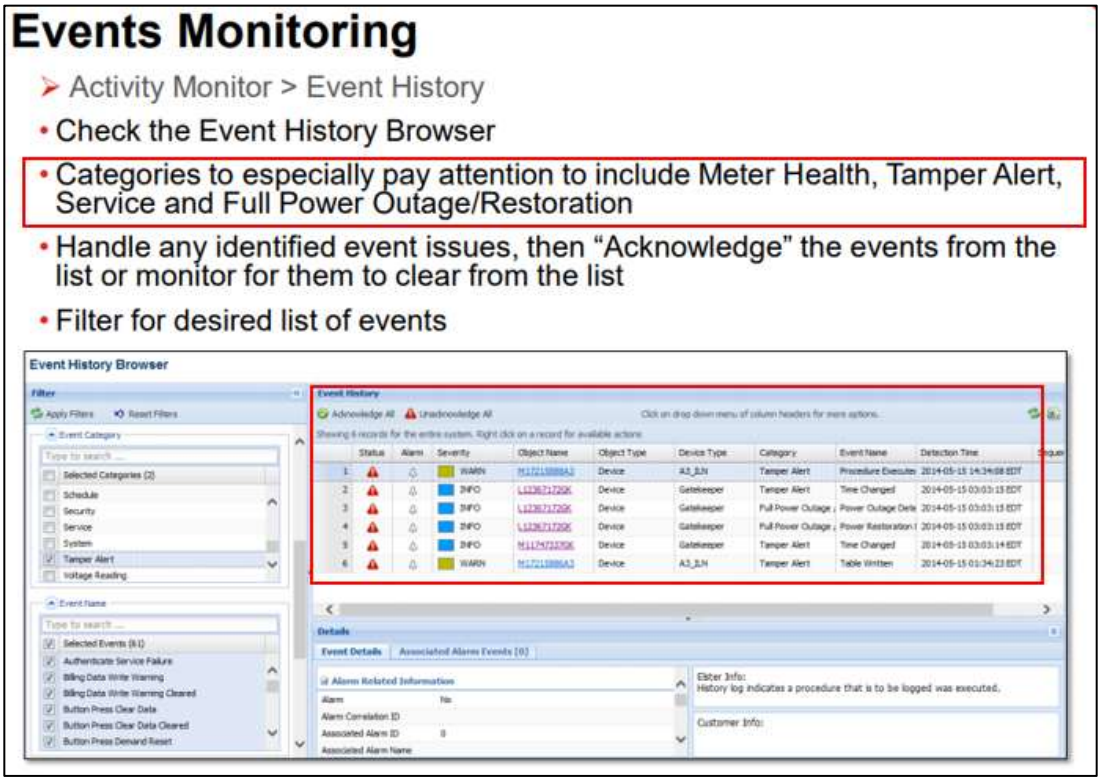
Source: https://www.connexo.com/applications/connexo-netsense/features/, *as accessed 3/19/20*.



Source: https://www.connexo.com/applications/connexo-netsense/, *as accessed 3/19/20*.



Source: https://www.connexo.com/applications/connexo-netsense/, *as accessed 3/19/20*.

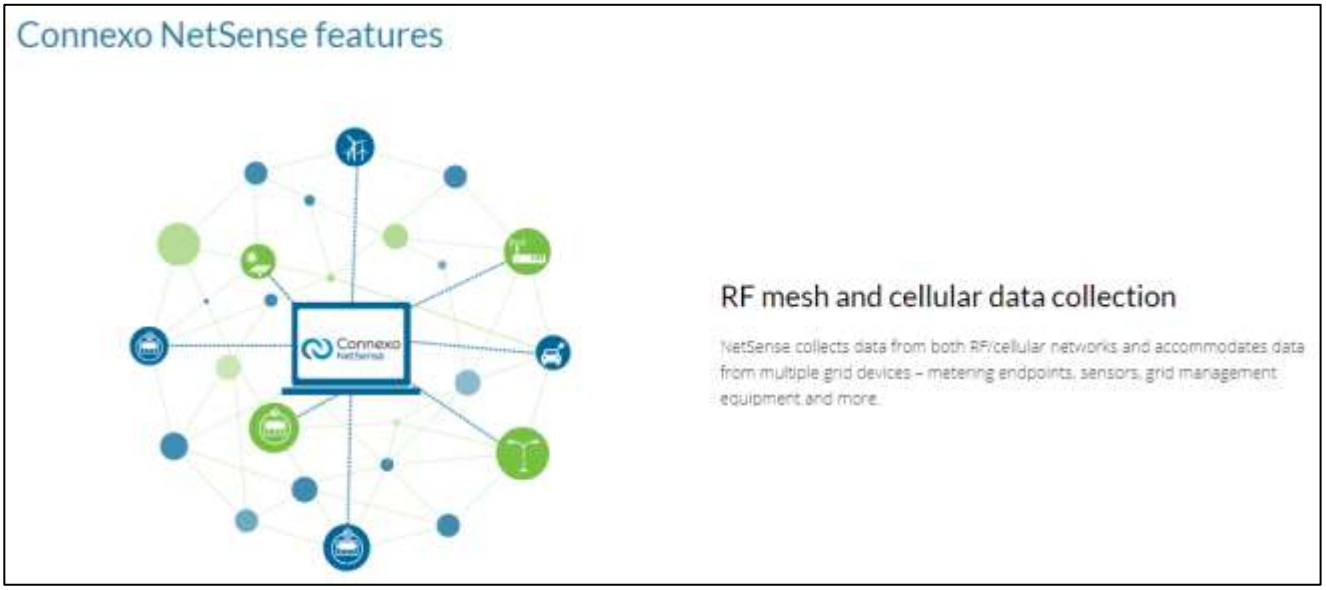


Source: https://www.honeywellprocess.com/library/news-and-events/presentations/2019-hug-america-cns-05-best-practice-for-ea-lan2-final.pdf, p. 38

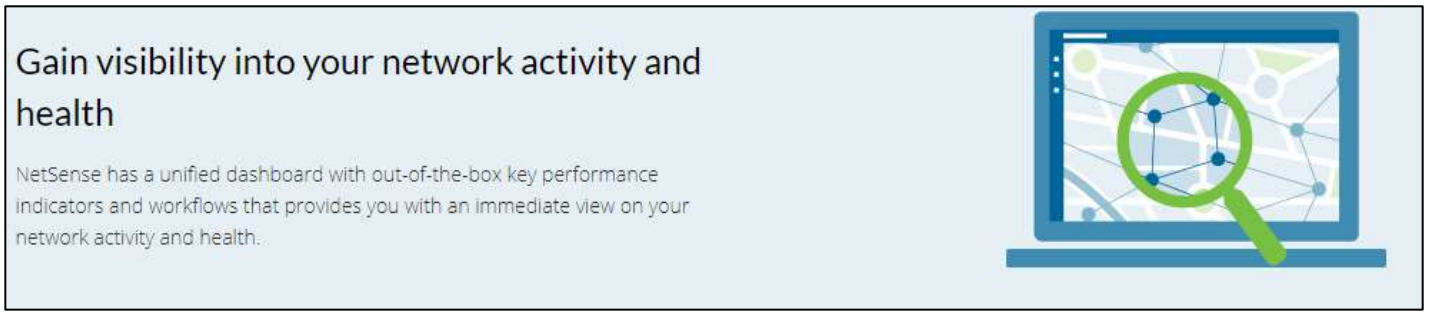
86. On information and belief, the Accused Instrumentalities perform the step of associating said health of said plurality of client applications and said respective distributed components as belonging to a single application node. This element is infringed literally, or in the alternative, under the doctrine of equivalents. For example, Connexo comprises MultiSense

and NetSense which analyses all the collected data from sensors, meters and smart grid devices in order to display events and alarms in a single dashboard ("application node"). That is, the health of plurality of applications is associated and displayed on a single dashboard.

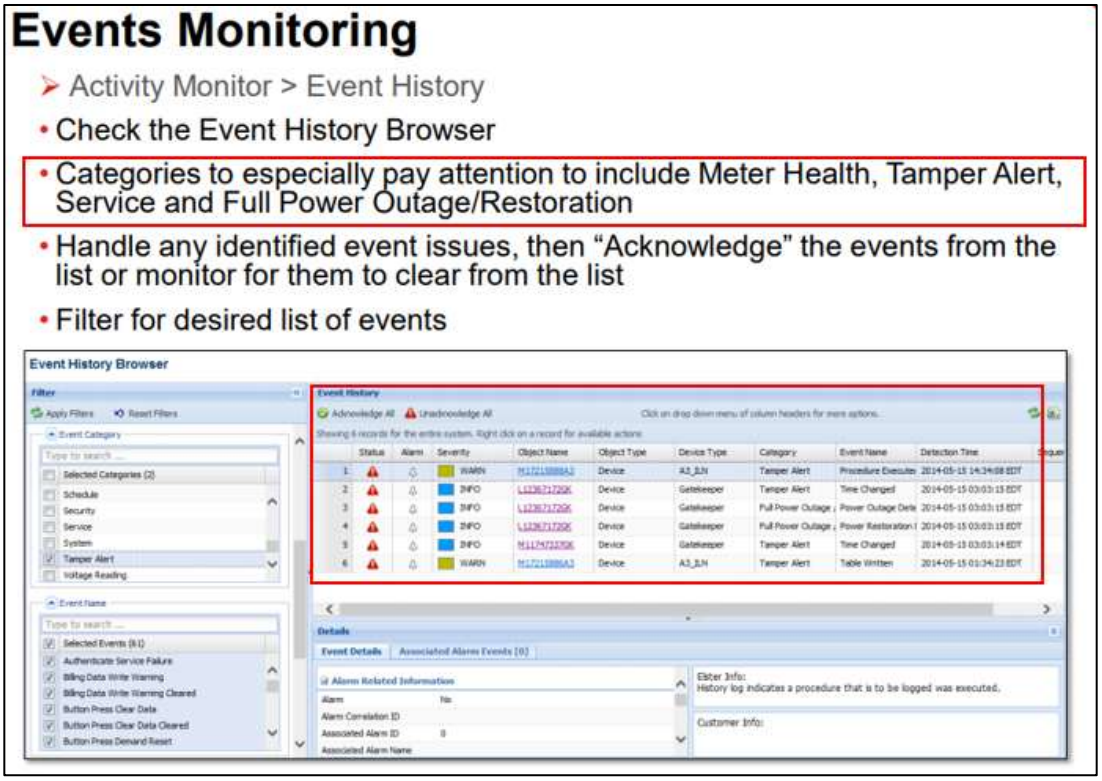
Source: https://www.connexo.com/applications/connexo-multisense/, *as accessed 3/19/20.*



Source: https://www.connexo.com/applications/connexo-netsense/features/, *as accessed 3/19/20.*



Source: https://www.connexo.com/applications/connexo-netsense/ , *as accessed 3/19/20*.



Source: https://www.honeywellprocess.com/library/news-and-events/presentations/2019-hug-america-cns-05-best-practice-for-ea-lan2-final.pdf, p. 38

INDIRECT INFRINGEMENT

87. Defendants, with knowledge of the '809 Patent, infringe the '809 Patent by inducing others to infringe the '809 Patent. In particular, the Elster and Honeywell Defendants intend to induce their customers, such as Defendant Georgetown, to infringe the '809 Patent by

encouraging the use of the Accused Instrumentalities in a manner that results in infringement, as evidenced by the exemplary marketing materials set forth above.

JOINT ENTERPRISE

88. Defendants have jointly and severally entered into and formed a joint enterprise for the purpose of exploiting and profiting from the sale and use of the Accused Instrumentalities, as detailed herein, to directly infringe the '809 Patent. The joint enterprise itself directly infringes through its use of the Accused Instrumentalities, and provides the benefits of the Accused Instrumentalities to individual customers in this district.

89. On information and belief, the Defendants have together entered into an express or implied agreement to exploit and profit from the sale and use of the Accused Instrumentalities. More specifically, the Elster Defendants, together with and for the benefit of Honeywell, solicited and bargained with Georgetown to provide and support the Accused Instrumentalities to the City of Georgetown for the combined benefit of all Defendants. On information and belief, the Elster and Honeywell defendants generate substantial revenues, business goodwill, and market share, which bolsters their respective reputations and ability to generate sales to other customers. Defendant Georgetown, on information and belief, also benefits not only economically, but reputationally in the eyes of its customers by providing modern, sophisticated utility services. On information and belief, the Defendants negotiated arms-length written contracts memorializing their agreements, and have carried out a pattern of conduct reflecting such agreements.

90. On information and belief, the actions of the Defendants were carried out in furtherance of the common purposes of exploiting and profiting from the use of Accused Instrumentalities in this district.

91. On information and belief, the actions of the Defendants complained of herein benefit all Defendants and, as such, exhibits a common pecuniary interest (including but not limited to revenues, goodwill, market share, and sales advantage) among the Defendants.

92. On information and belief, each of the Defendants are sophisticated parties and entered into agreements such that each Defendant exercised and exercises equal right to control the use of the Accused Instrumentalities.

93. By virtue of the aforementioned joint enterprise, each Defendant is charged with the acts of the other Defendants, rendering each liable jointly and severally for the infringement of the '809 Patent.

94. BCS has been damaged by Defendants' infringement of the '809 Patent.

COUNT II
(Infringement of U.S. Patent No. 7,302,612)

95. BCS incorporates the above paragraphs by reference.

96. Defendants have been on notice of the '612 Patent at least as early as the date it received service of this Original Complaint.

97. On information and belief, Defendants have infringed and continue to infringe, directly and indirectly, at least Claims 1-20 of the '612 Patent by making, using, importing, selling, and/or, offering for sale the Accused Instrumentalities.

DIRECT INFRINGEMENT

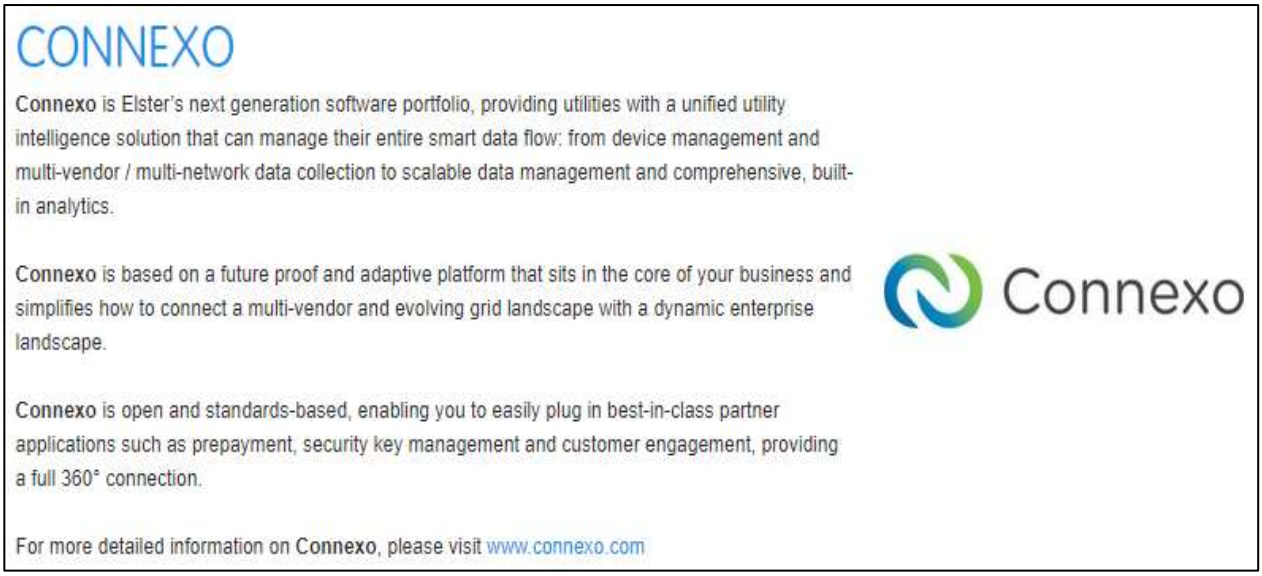
98. The Elster and Honeywell Defendants jointly and severally make, use, import, sell, and/or offer for sale the Accused Instrumentalities, and are direct infringers. Separately and in the alternative, the City of Georgetown uses the Accused Instrumentalities, and is a direct infringer. Separately and in the alternative, all Defendants together in concert as a joint

enterprise, have and continue to use the Accused Instrumentalities, and such joint enterprise is a direct infringer.

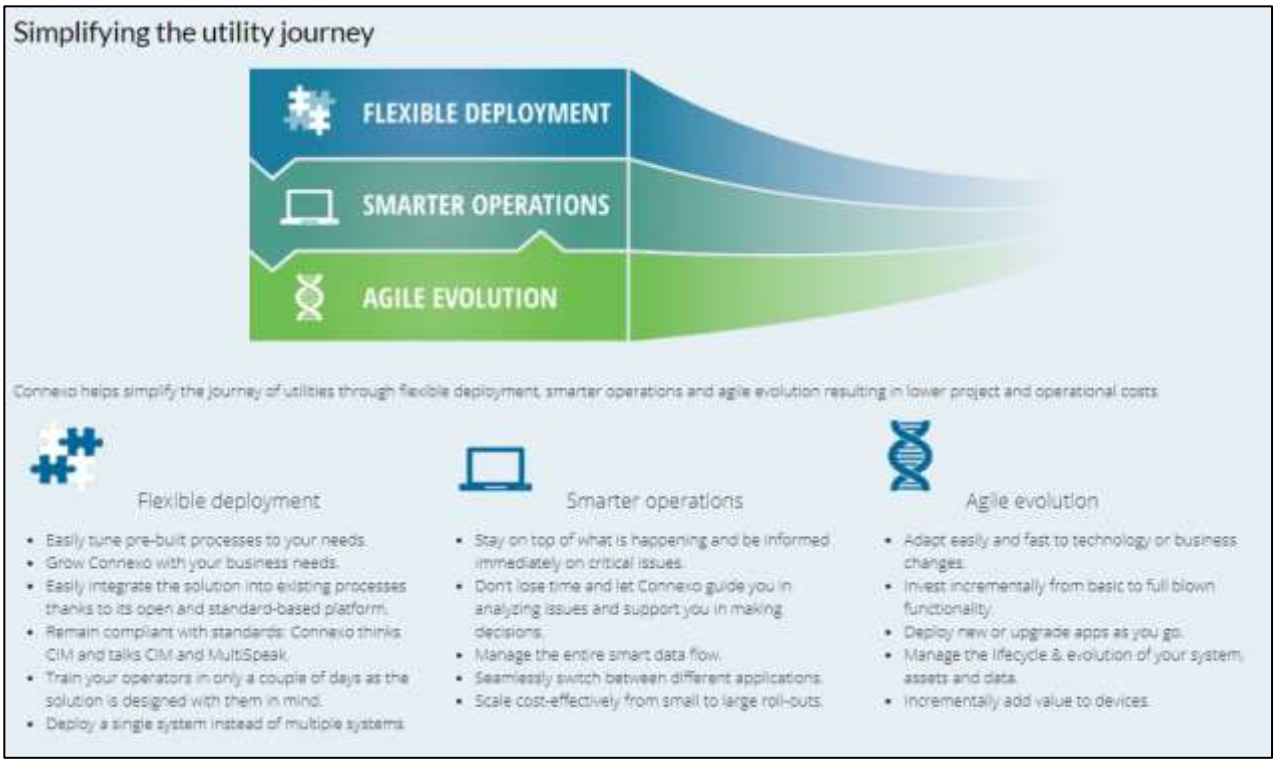
99. Defendants provide the Accused Instrumentalities, which comprise an open software platform for utilities that securely collect, process, store and leverage smart grid data.

100. On information and belief, the Accused Instrumentalities infringe at least Claim 1 of the '612 Patent by providing a method of providing a high-level operational support system framework by monitoring a health of a plurality of applications using a common monitoring protocol, at least two of the plurality of applications being based on different programming technology.

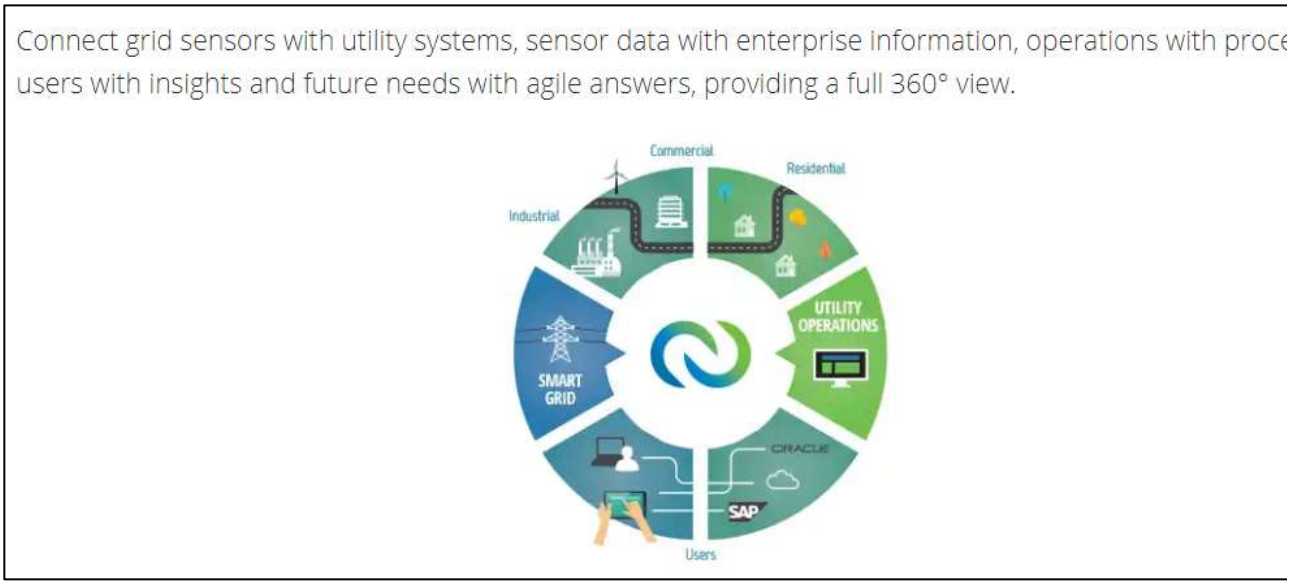
101. On information and belief, the Accused Instrumentalities comprise an open software platform for utilities that securely collect, process, store and leverage smart grid data. It integrates multiple applications such as Connexo MultiSense, Connexo NetSense, Connexo Insight, and Connexo Pulse.



Source:https://www.elstersolutions.com/en/product-details-all-regions/1215/en/Connexo?fid=F032EA0A896F40B486350FF21BE30E5E#sbox0=;



Source: https://www.connexo.com/connexo/ , *as accessed 3/19/20*.



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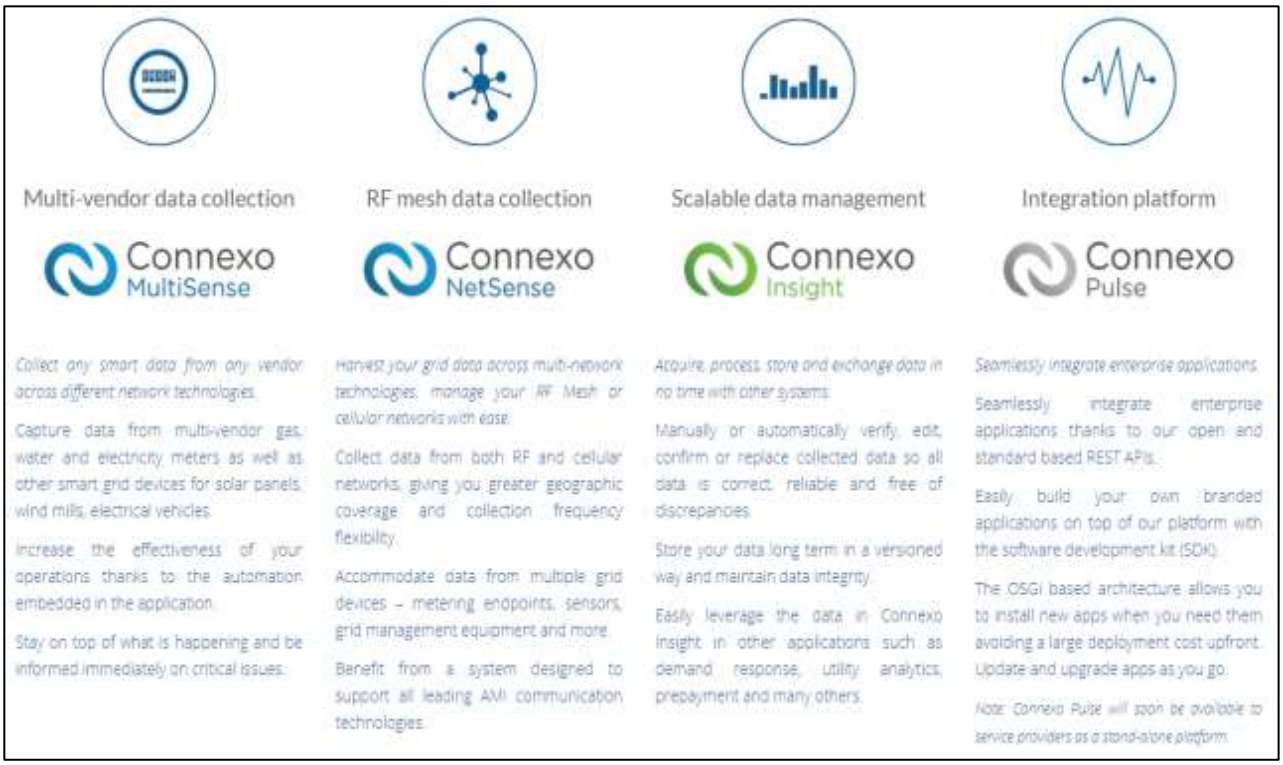
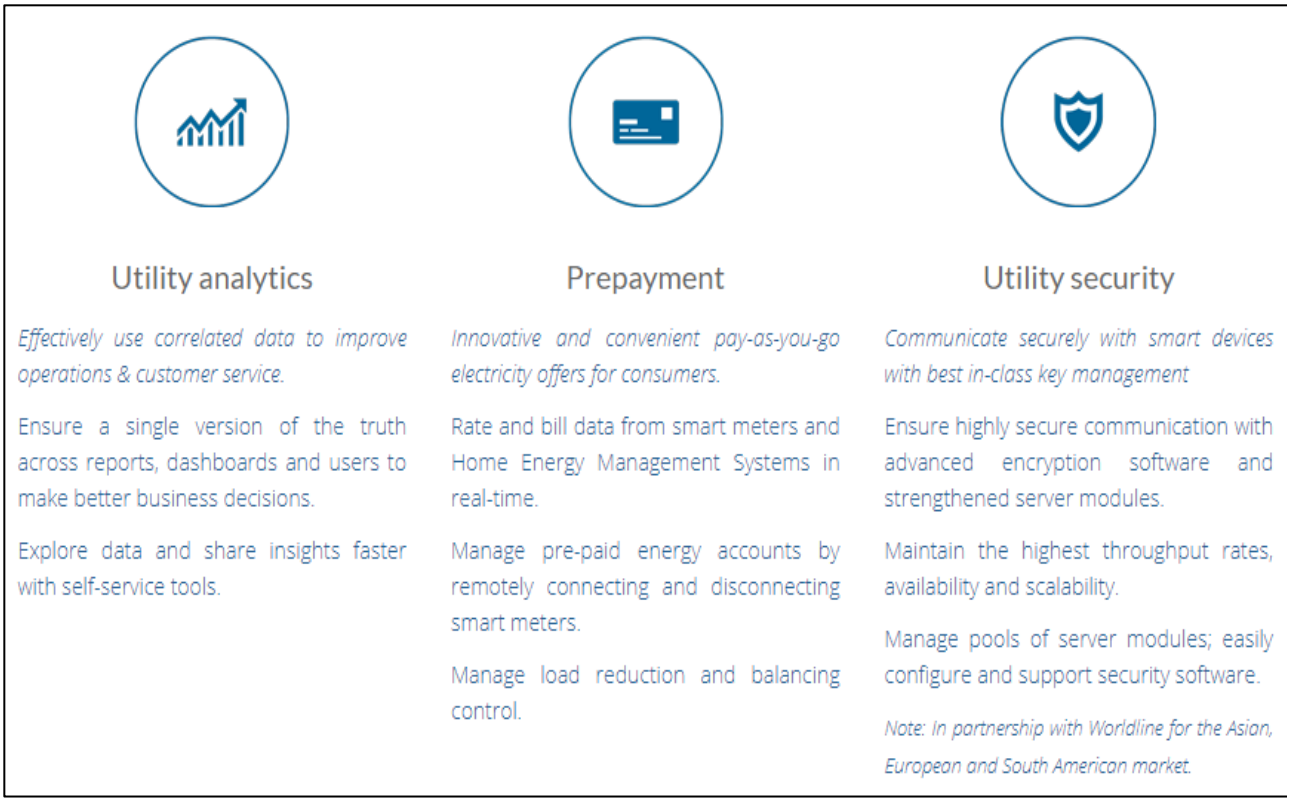


Source: https://www.connexo.com/applications/, *as accessed 3/19/20*.



Utility analytics

Effectively use correlated data to improve operations & customer service.

Ensure a single version of the truth across reports, dashboards and users to make better business decisions.

Explore data and share insights faster with self-service tools.

Prepayment

Innovative and convenient pay-as-you-go electricity offers for consumers.

Rate and bill data from smart meters and Home Energy Management Systems in real-time.

Manage pre-paid energy accounts by remotely connecting and disconnecting smart meters.

Manage load reduction and balancing control.

Utility security

Communicate securely with smart devices with best in-class key management

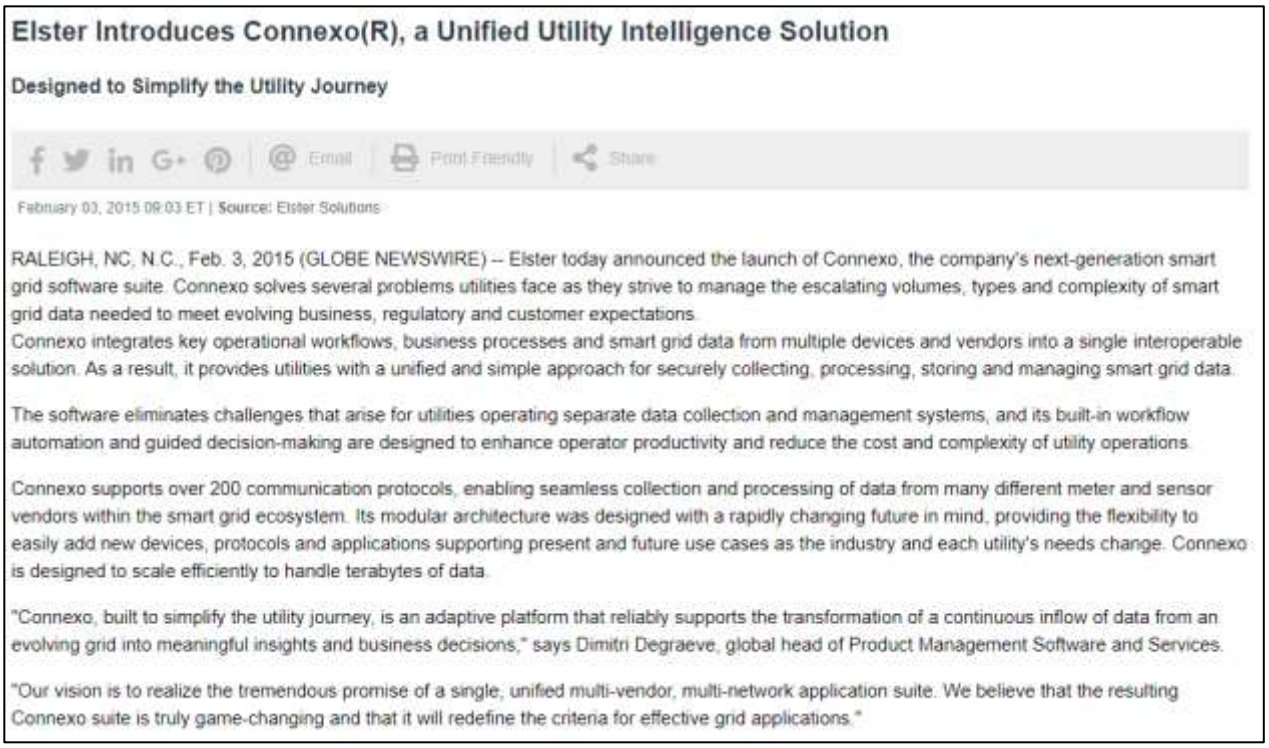
Ensure highly secure communication with advanced encryption software and strengthened server modules.

Maintain the highest throughput rates, availability and scalability.

Manage pools of server modules; easily configure and support security software.

Note: In partnership with Worldline for the Asian, European and South American market.

Source: https://www.connexo.com/applications/, *as accessed 3/19/20.*



Elster Introduces Connexo(R), a Unified Utility Intelligence Solution

Designed to Simplify the Utility Journey

Email Print Friendly Share

February 03, 2015 09:03 ET | Source: Elster Solutions

RALEIGH, NC, N.C., Feb. 3, 2015 (GLOBE NEWSWIRE) -- Elster today announced the launch of Connexo, the company's next-generation smart grid software suite. Connexo solves several problems utilities face as they strive to manage the escalating volumes, types and complexity of smart grid data needed to meet evolving business, regulatory and customer expectations.
Connexo integrates key operational workflows, business processes and smart grid data from multiple devices and vendors into a single interoperable solution. As a result, it provides utilities with a unified and simple approach for securely collecting, processing, storing and managing smart grid data.

The software eliminates challenges that arise for utilities operating separate data collection and management systems, and its built-in workflow automation and guided decision-making are designed to enhance operator productivity and reduce the cost and complexity of utility operations.

Connexo supports over 200 communication protocols, enabling seamless collection and processing of data from many different meter and sensor vendors within the smart grid ecosystem. Its modular architecture was designed with a rapidly changing future in mind, providing the flexibility to easily add new devices, protocols and applications supporting present and future use cases as the industry and each utility's needs change. Connexo is designed to scale efficiently to handle terabytes of data.

"Connexo, built to simplify the utility journey, is an adaptive platform that reliably supports the transformation of a continuous inflow of data from an evolving grid into meaningful insights and business decisions," says Dimitri Degraeve, global head of Product Management Software and Services.

"Our vision is to realize the tremendous promise of a single, unified multi-vendor, multi-network application suite. We believe that the resulting Connexo suite is truly game-changing and that it will redefine the criteria for effective grid applications."

Source: https://www.globenewswire.com/news-release/2015/02/03/702538/10118353/en/Elster-Introduces-Connexo-R-a-Unified-Utility-Intelligence-Solution.html, *as accessed 3/19/20*.

102. On information and belief, the Accused Instrumentalities perform the step of monitoring a health of a plurality of applications using a common monitoring protocol, at least two of said plurality of applications being based on different programming technology. By way of example, Connexo comprises Connexo MultiSense and Connexo NetSense ("applications"). Connexo MultiSense captures data from gas, water and electricity meters as well as other smart grid devices such as solar panels, wind mills or electrical vehicles and manages their configuration from a central system. Distributed components for the application include meters and grid devices such as wind mills, solar panels, etc. Connexo NetSense collects data from both RF mesh and cellular networks and "accommodates data from multiple grid devices – metering endpoints, sensors, grid management equipment." Distributed components for the

application include metering endpoints, sensors and grid management equipment. The health and performance of applications and corresponding distributed components (such as Device and Sensor status, Sensor ID) is monitored using Connexo ("common monitoring protocol"). On information and belief, the monitoring is independent of a programming technology of said plurality of client applications and respective distributed components.

Source: https://www.connexo.com/applications/, *as accessed 3/19/20*.

Source: https://www.connexo.com/applications/connexo-multisense/, *as accessed 3/19/20*.

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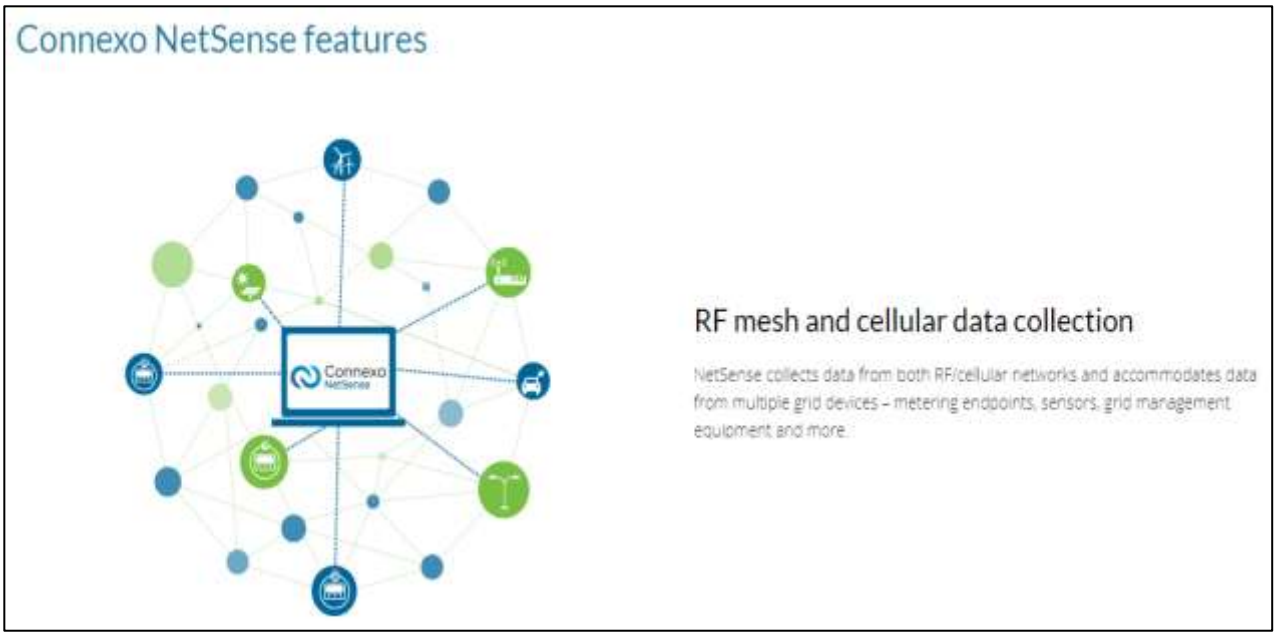
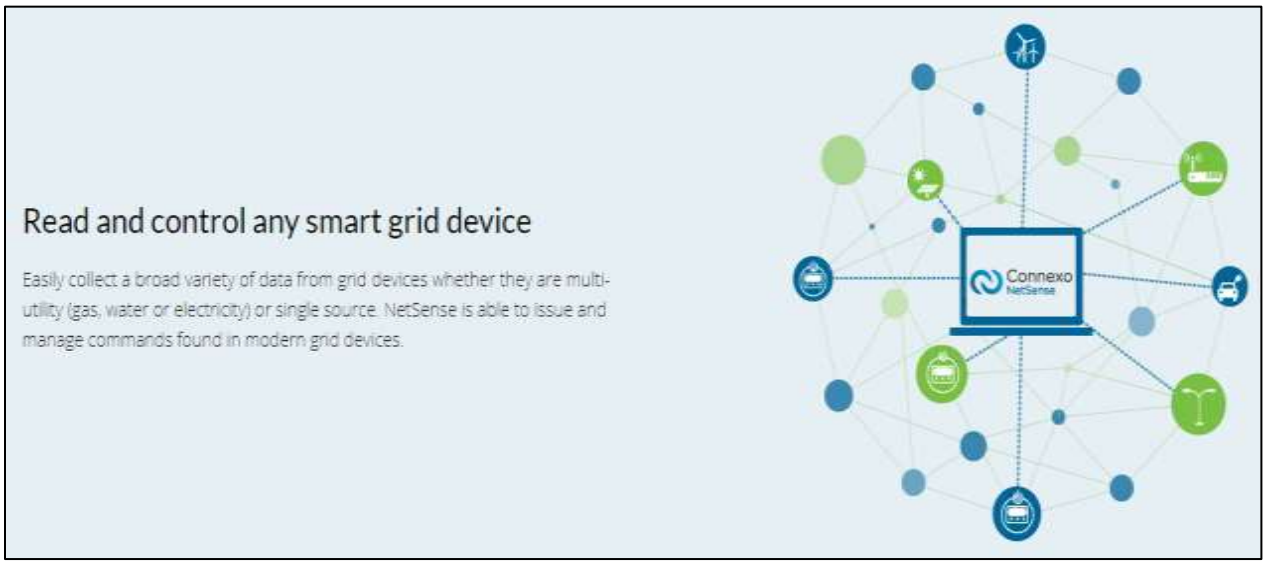
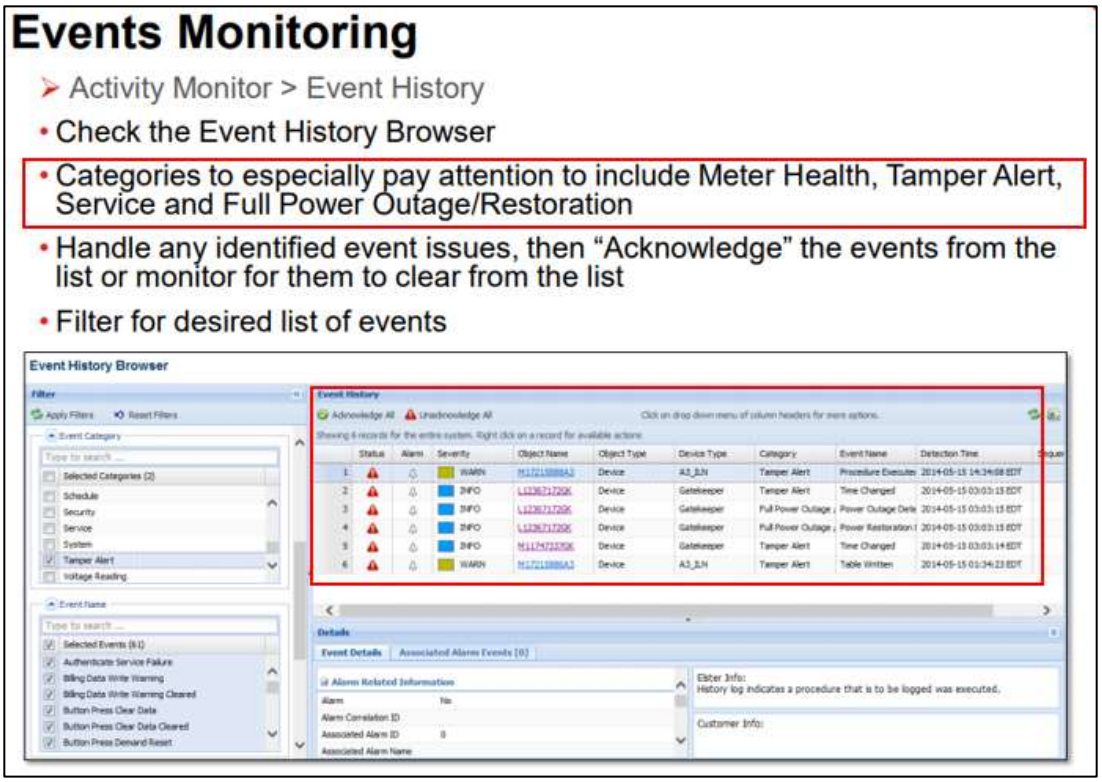


Source: https://www.connexo.com/applications/connexo-netsense/features/, *as accessed 3/19/20*.



Source: https://www.connexo.com/applications/connexo-netsense/, *as accessed 3/19/20*.

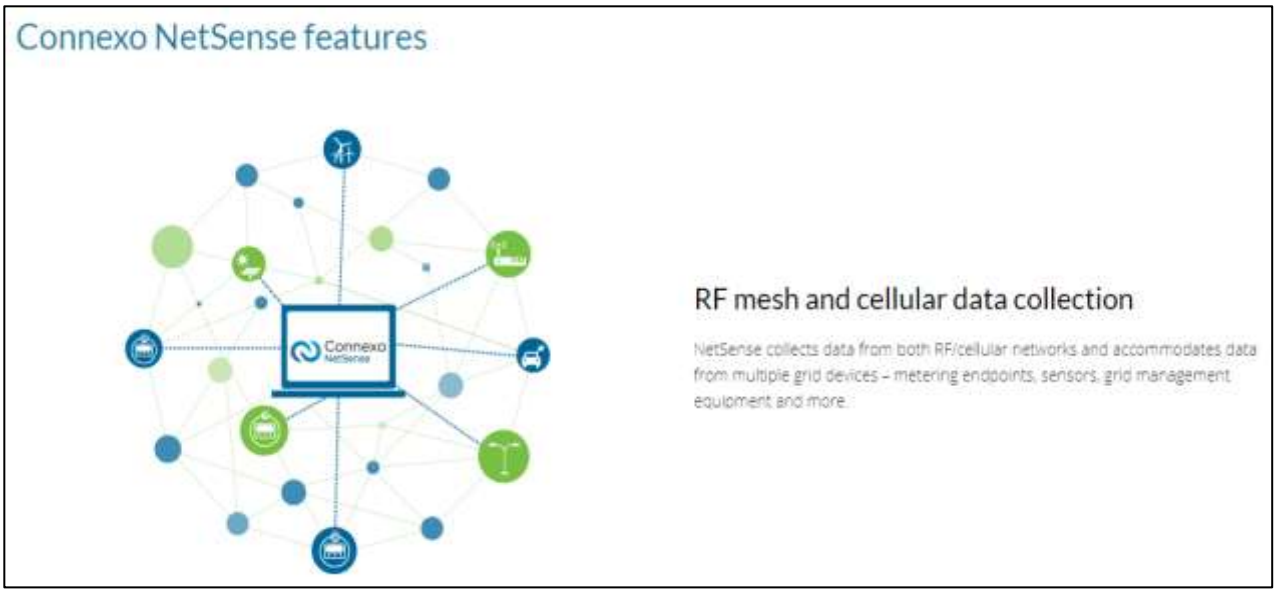


Source: https://www.honeywellprocess.com/library/news-and-events/presentations/2019-hug-america-cns-05-best-practice-for-ea-lan2-final.pdf, p. 38

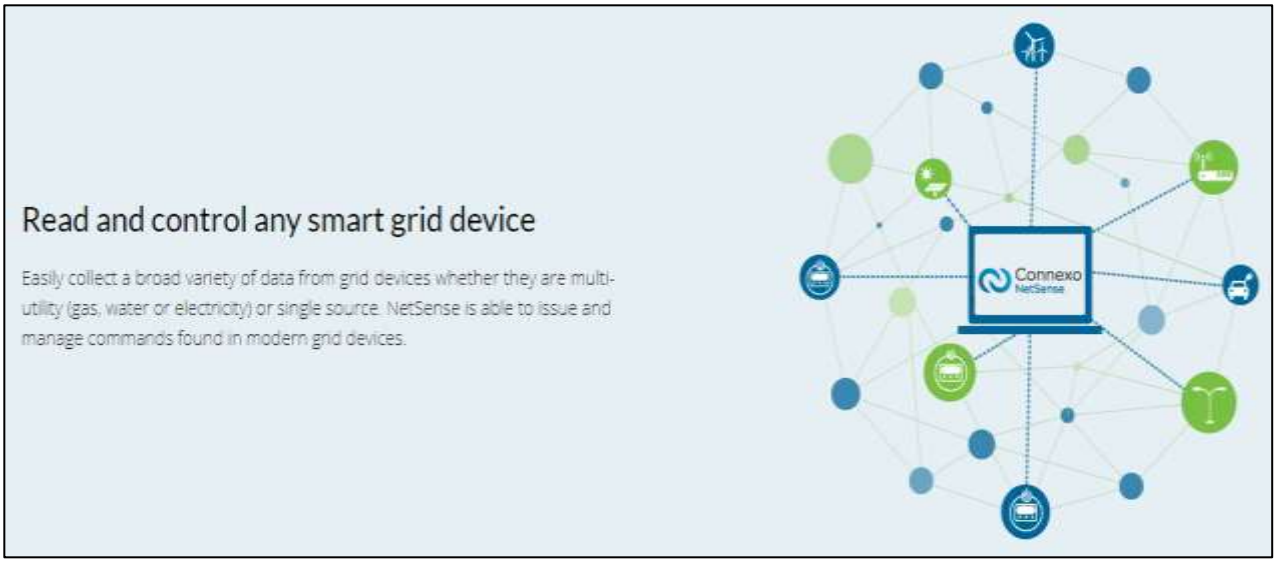
103. On information and belief, the Accused Instrumentalities perform the step of assessing said health of plurality of applications. For example, Connexo assesses health and performance of Connexo MultiSense and Connexo NetSense ("applications") and respective distributed components (sensors, meters, grid management equipment, etc.). The health value of applications comprises of values such as Application ID and Activation status of particular application. Further, health of corresponding distributed components comprises of Device status and Device ID.

Source: https://www.connexo.com/applications/connexo-multisense/, *as accessed 3/19/20*.

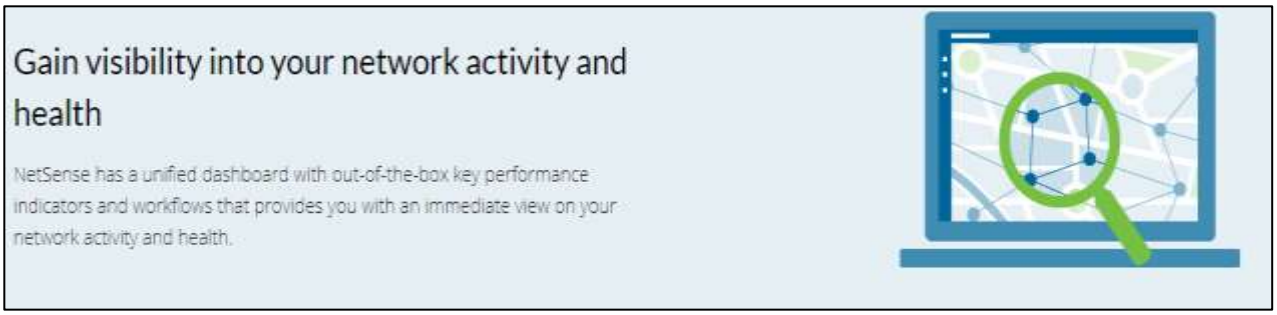
Source: https://www.connexo.com/applications/connexo-multisense/, *as accessed 3/19/20*.



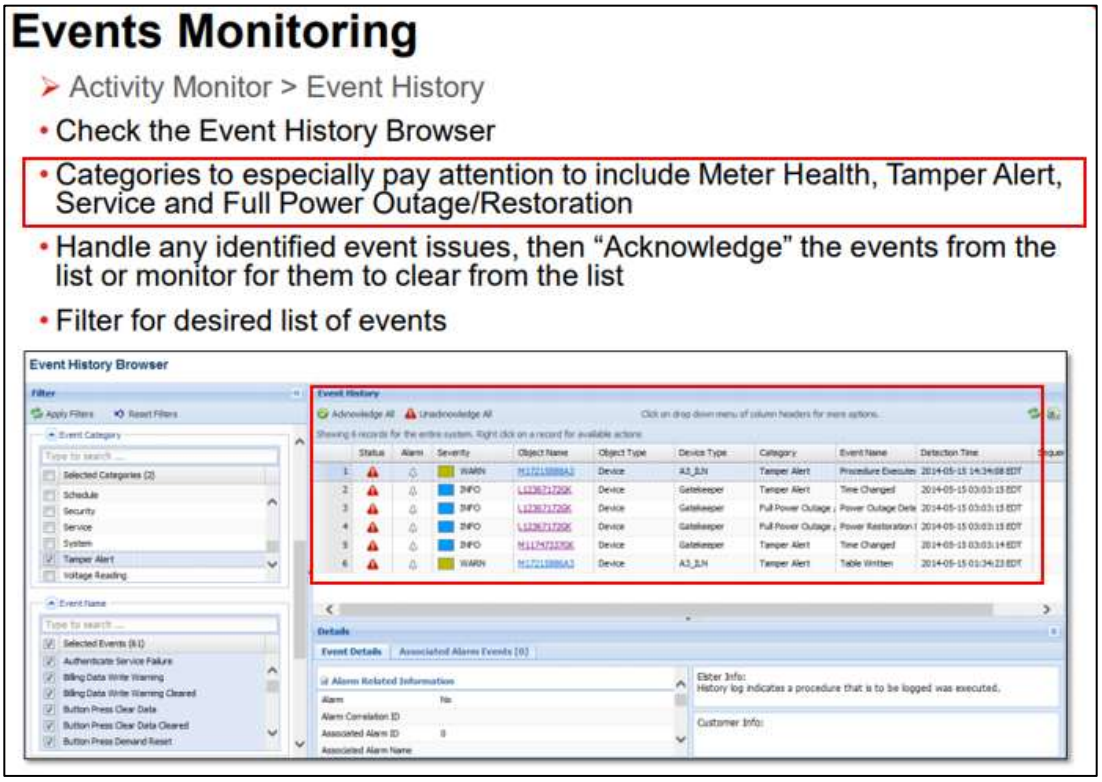
Source: https://www.connexo.com/applications/connexo-netsense/features/, *as accessed 3/19/20*.



Source: https://www.connexo.com/applications/connexo-netsense/, *as accessed 3/19/20*.



Source: https://www.connexo.com/applications/connexo-netsense/ , *as accessed 3/19/20*.

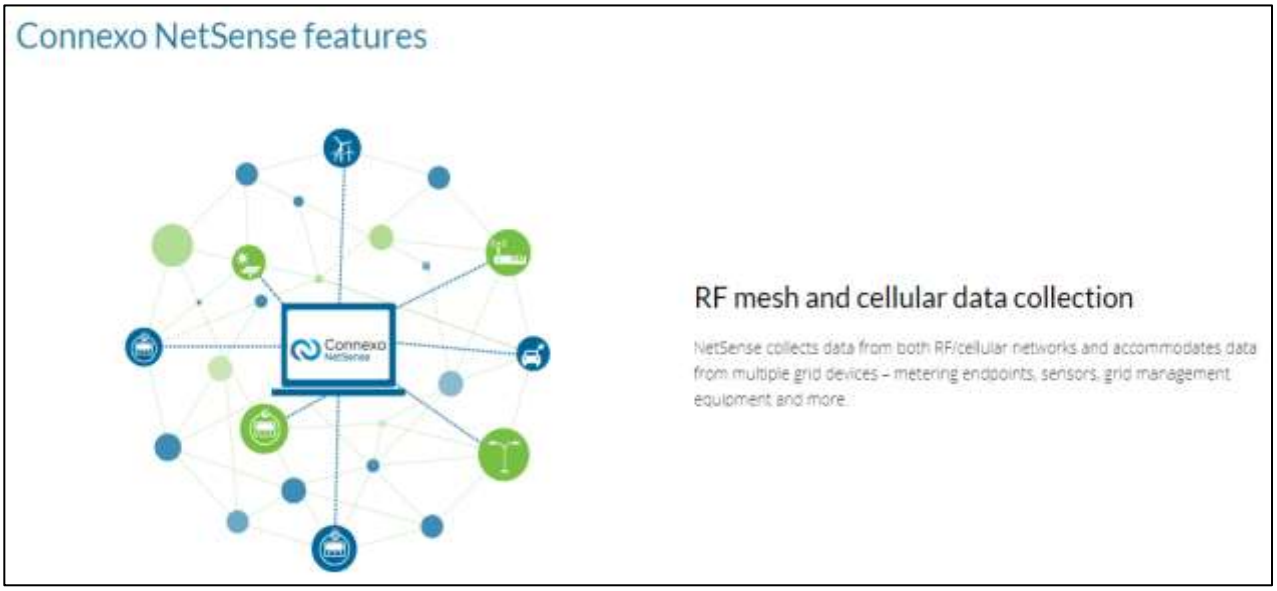


Source: https://www.honeywellprocess.com/library/news-and-events/presentations/2019-hug-america-cns-05-best-practice-for-ea-lan2-final.pdf, p. 38

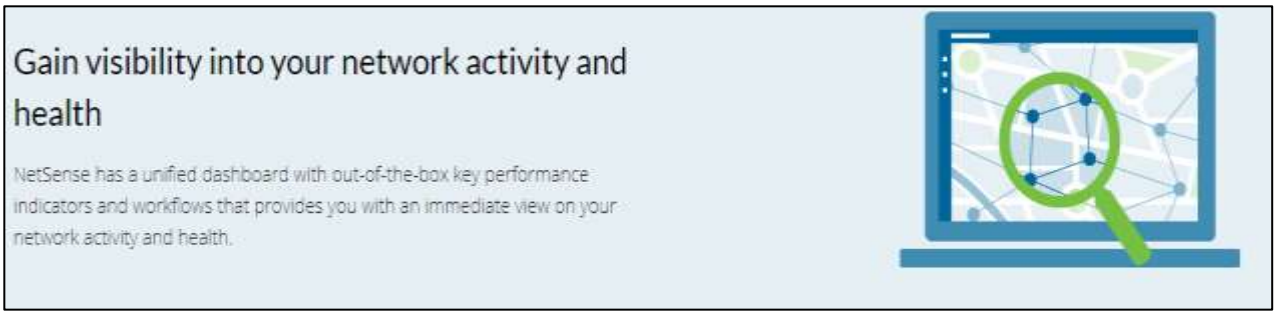
104. On information and belief, the Accused Instrumentalities perform the step of analyzing said health of said plurality of applications. For example, Connexo comprises MultiSense and NetSense which analyses all the collected data from sensors, meters and smart grid devices in

order to display events and alarms in a single dashboard ("application node"). That is, the health of plurality of applications is associated and displayed on a single dashboard.

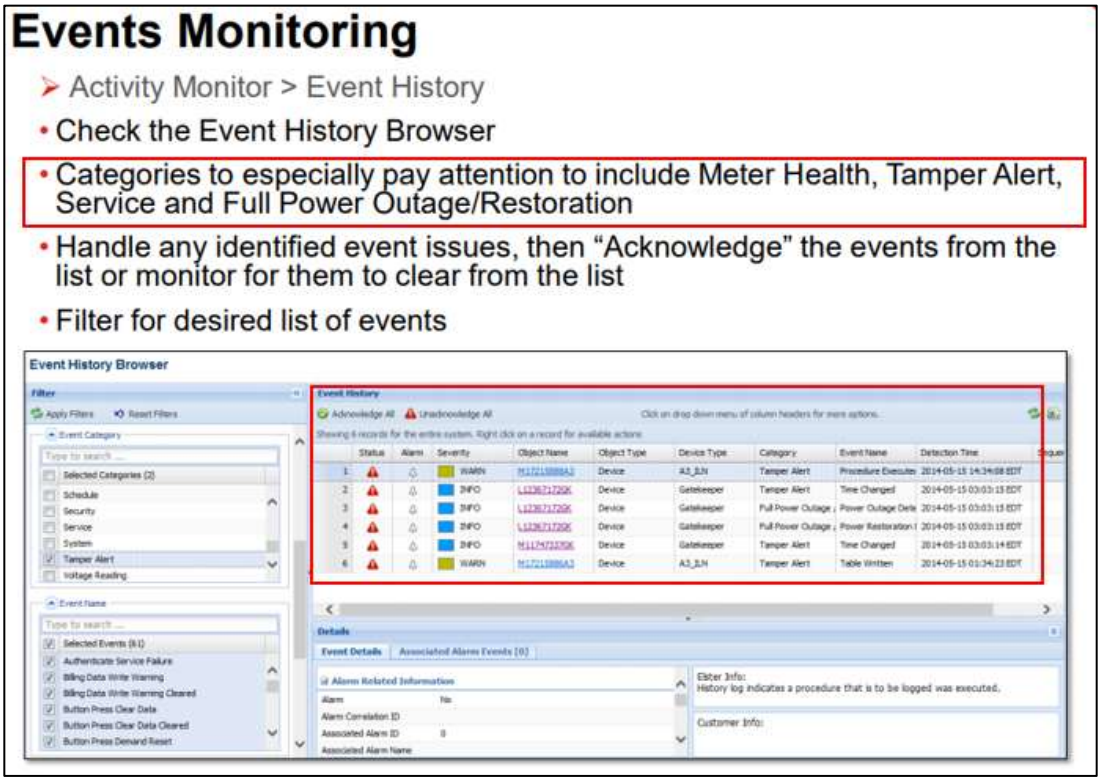
Source: https://www.connexo.com/applications/connexo-multisense/, *as accessed 3/19/20*.



Source: https://www.connexo.com/applications/connexo-netsense/features/, *as accessed 3/19/20*.



Source: https://www.connexo.com/applications/connexo-netsense/, *as accessed 3/19/20*.

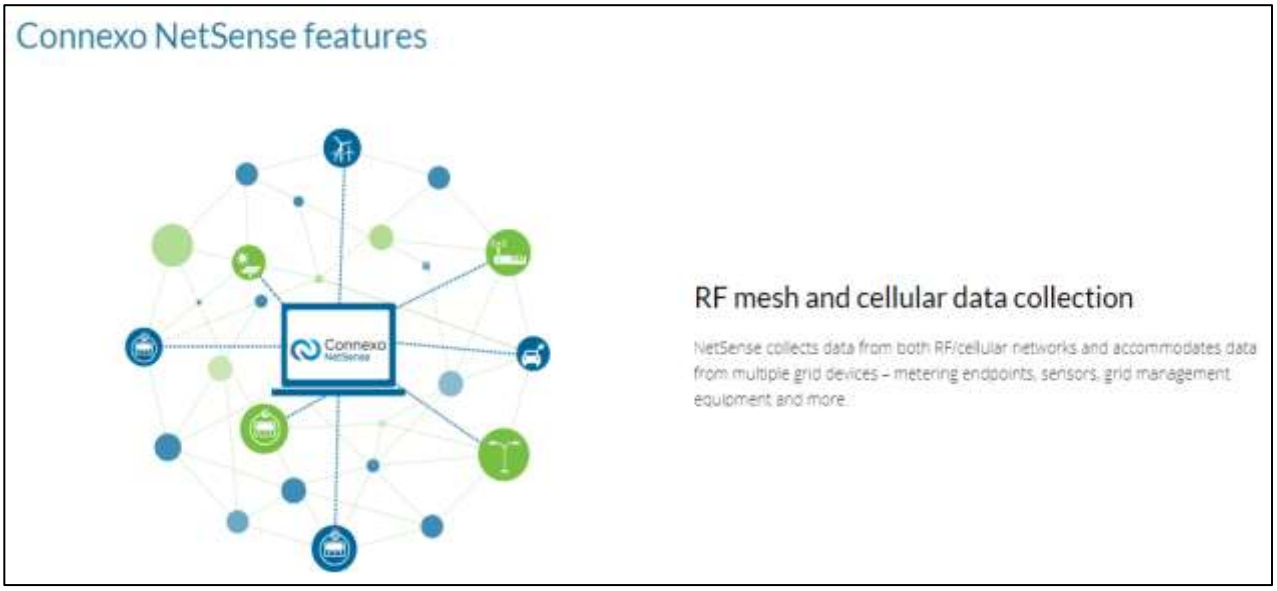


Source: https://www.honeywellprocess.com/library/news-and-events/presentations/2019-hug-america-cns-05-best-practice-for-ea-lan2-final.pdf, p. 38

105. On information and belief, the Accused Instrumentalities comprise a common performance management interface to dynamically change a performance related configuration variable of said plurality of applications at runtime regardless of a programming

technology of each of said plurality of applications. For example, the Accused Instrumentalities comprise a dashboard ("common performance management interface") containing information about applications configured by the utilities. The dashboard includes graphical interfacing, mapping, alerts, information and actionable recommendations ("performance related configuration variable") of applications at runtime regardless of programming technology of each application.

Source: https://www.connexo.com/applications/connexo-multisense/, *as accessed 3/19/20*.



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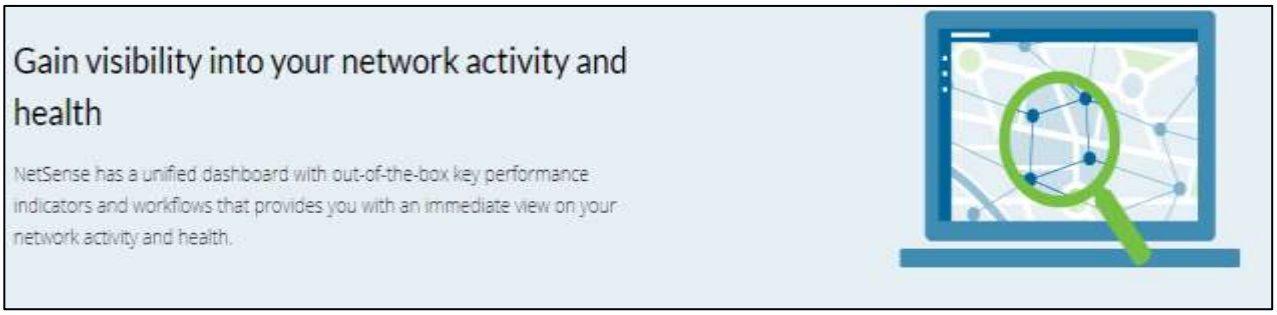

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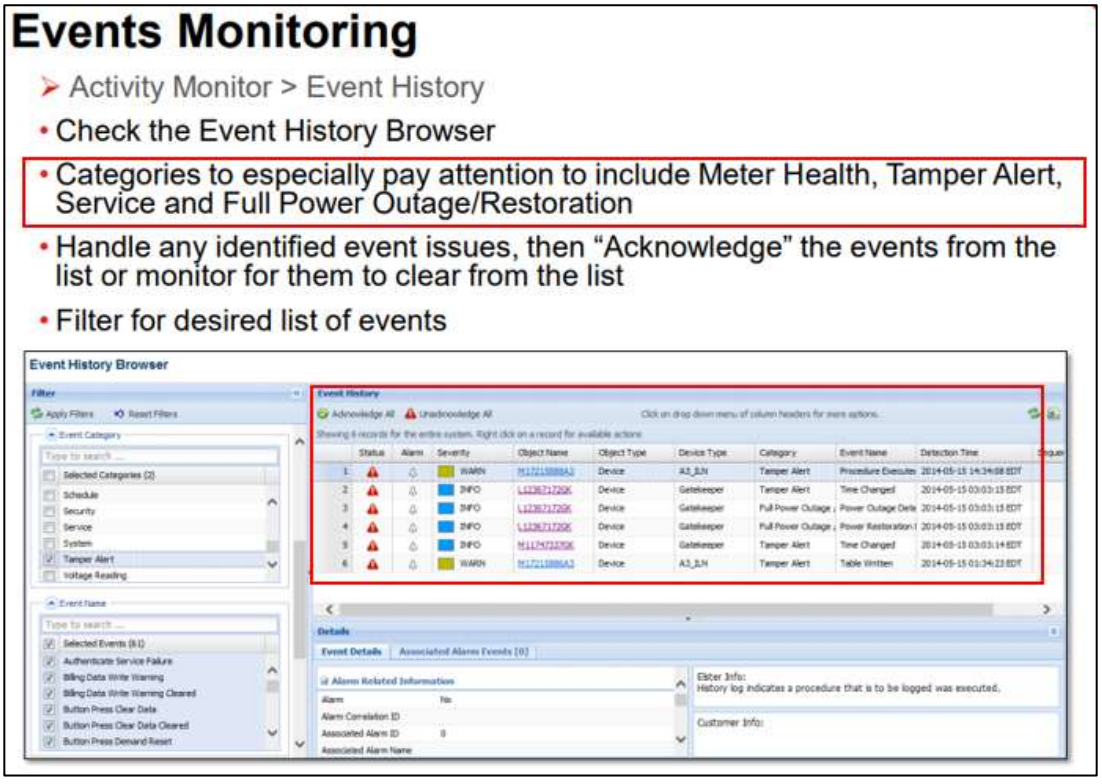

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INDIRECT INFRINGEMENT

106. Defendants, with knowledge of the '612 Patent, infringe the '612 Patent by inducing others to infringe the '612 Patent. In particular, the Elster and Honeywell Defendants intend

to induce their customers, such as Defendant Georgetown, to infringe the '612 Patent by encouraging the use of the Accused Instrumentalities in a manner that results in infringement, as evidenced by the exemplary marketing materials set forth above.

JOINT ENTERPRISE

107. Defendants have jointly and severally entered into and formed a joint enterprise for the purpose of exploiting and profiting from the sale and use of the Accused Instrumentalities, as detailed herein, to directly infringe the '612 Patent. The joint enterprise itself directly infringes through its use of the Accused Instrumentalities, and provides the benefits of the Accused Instrumentalities to individual customers in this district.

108. On information and belief, the Defendants have together entered into an express or implied agreement to exploit and profit from the sale and use of the Accused Instrumentalities. More specifically, the Elster Defendants, together with and for the benefit of Honeywell, solicited and bargained with Georgetown to provide and support the Accused Instrumentalities to the City of Georgetown for the combined benefit of all Defendants. On information and belief, the Elster and Honeywell defendants generate substantial revenues, business goodwill, and market share, which bolsters their respective reputations and ability to generate sales to other customers. Defendant Georgetown, on information and belief, also benefits not only economically, but reputationally in the eyes of its customers by providing modern, sophisticated utility services. On information and belief, the Defendants negotiated arms-length written contracts memorializing their agreements, and have carried out a pattern of conduct reflecting such agreements.

109. On information and belief, the actions of the Defendants were carried out in furtherance of the common purposes of exploiting and profiting from the use of Accused Instrumentalities in this district.

110. On information and belief, the actions of the Defendants complained of herein benefit all Defendants and, as such, exhibits a common pecuniary interest (including but not limited to revenues, goodwill, market share, and sales advantage) among the Defendants.

111. On information and belief, each of the Defendants are sophisticated parties and entered into agreements such that each Defendant exercised and exercises equal right to control the use of the Accused Instrumentalities.

112. By virtue of the aforementioned joint enterprise, each Defendant is charged with the acts of the other Defendants, rendering each liable jointly and severally for the infringement of the '612 Patent.

113. BCS has been damaged by Defendants' infringement of the '612 Patent.

COUNT III
(Infringement of U.S. Patent No. 7,533,301)

114. BCS incorporates the above paragraphs by reference.

115. Defendants have been on notice of the '301 Patent at least as early as the date it received service of this Original Complaint.

116. On information and belief, Defendants have infringed and continue to infringe, directly and indirectly, at least Claims 1-24 of the '301 Patent by making, using, importing, selling, and/or, offering for sale the Accused Instrumentalities.

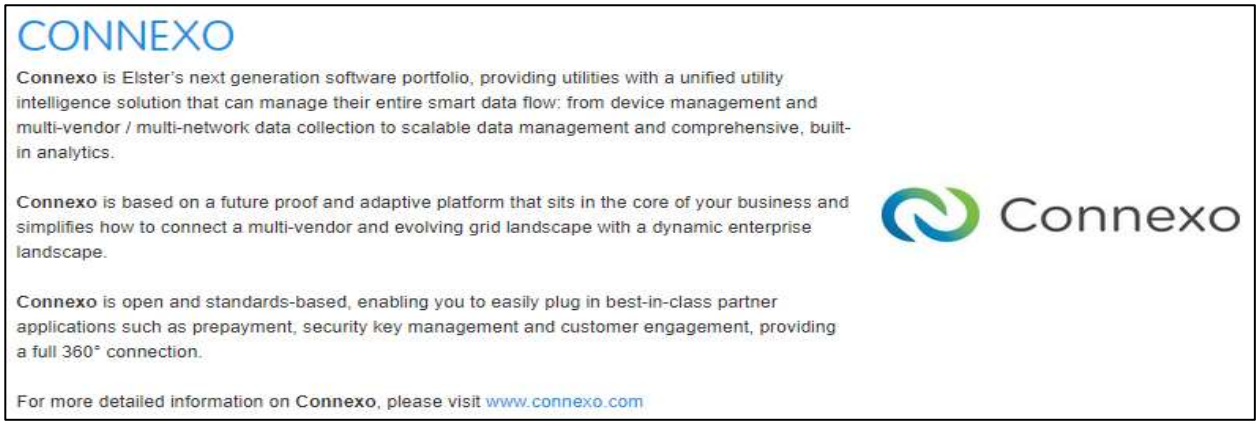
DIRECT INFRINGEMENT

117. The Elster and Honeywell Defendants jointly and severally make, use, import, sell, and/or offer for sale the Accused Instrumentalities, and are direct infringers. Separately and

in the alternative, the City of Georgetown uses the Accused Instrumentalities, and is a direct infringer. Separately and in the alternative, all Defendants together in concert as a joint enterprise, have and continue to use the Accused Instrumentalities, and such joint enterprise is a direct infringer.

118. On information and belief, the Accused Instrumentalities infringe at least Claim 1 of the '301 Patent by providing a method of providing a high-level operational support system (OSS) framework by automatically discovering, with a server comprising the OSS framework, a plurality of applications that comply with a predefined framework. The Accused Instrumentalities comprise an open software platform for utilities that "securely collect, process, store and leverage smart grid data."

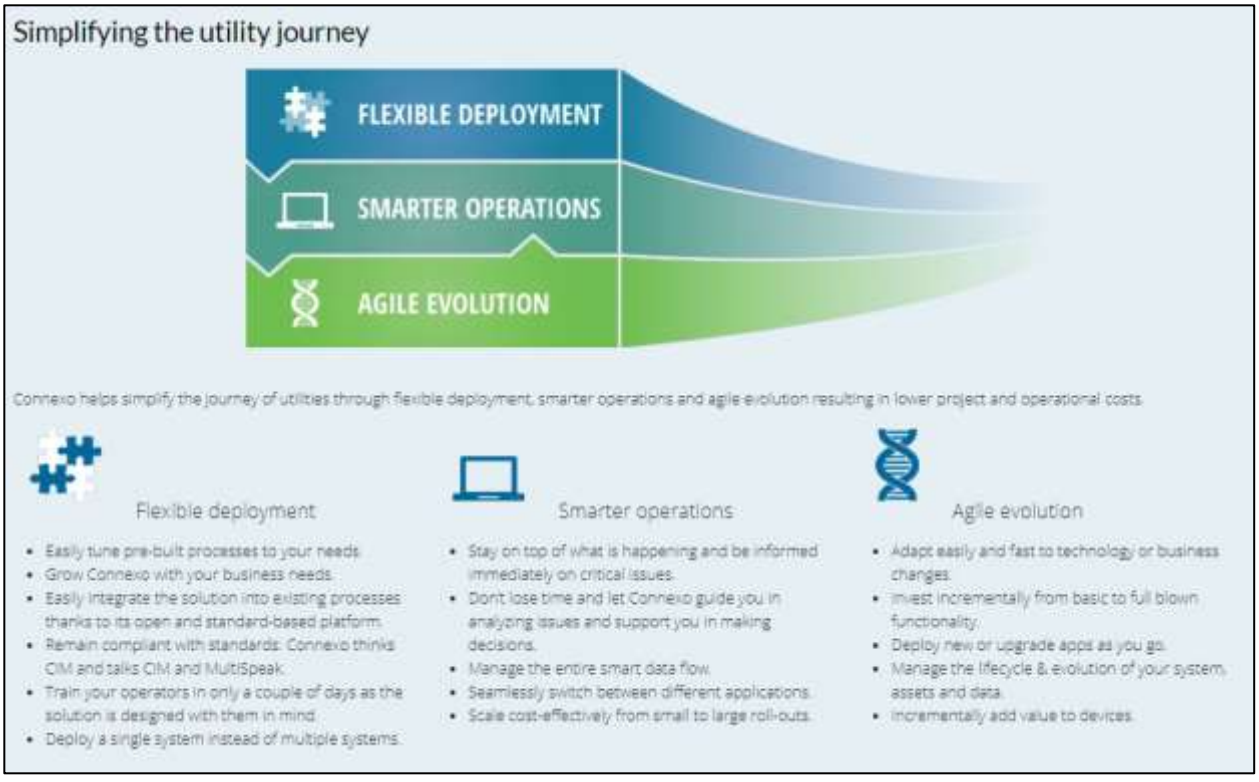
119.



Source: https://www.elstersolutions.com/en/product-details-all-regions/1215/en/Connexo?fid=F032EA0A896F40B486350FF21BE30E5E#sbox0=;

120. On information and belief, the Accused Instrumentalities provide a software platform which integrates multiple applications such as Connexo MultiSense, Connexo NetSense, Connexo Insight and Connexo Pulse.

Source: https://www.connexo.com/applications/, *as accessed 3/19/20*.



Source: https://www.connexo.com/connexo/ , *as accessed 3/19/20*.

Connect grid sensors with utility systems, sensor data with enterprise information, operations with processes, users with insights and future needs with agile answers, providing a full 360° view.

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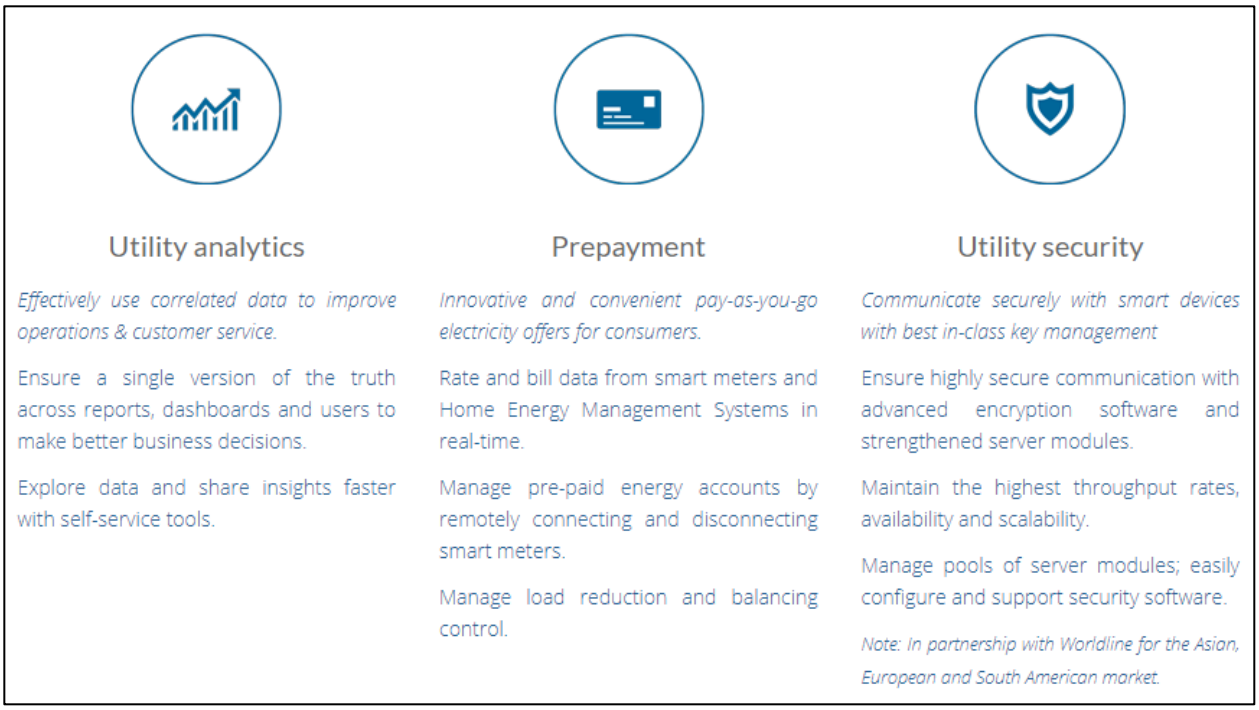
Source: https://www.connexo.com/applications/, *as accessed 3/19/20*.



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Source: https://www.globenewswire.com/news-release/2015/02/03/702538/10118353/en/Elster-Introduces-Connexo-R-a-Unified-Utility-Intelligence-Solution.html, *as accessed 3/19/20*.

121. On information and belief, the Accused Instrumentalities perform the step of monitoring from a physical server a health of a plurality of client applications and a health of said plurality of client applications distributed components, using a common monitoring protocol, said monitoring being independent of a programming technology of said plurality of client applications and respective distributed components. This element is infringed literally, or in the alternative, under the doctrine of equivalents. For example, Connexo comprises Connexo MultiSense and Connexo NetSense ("applications"). Connexo MultiSense captures data from gas, water and electricity meters as well as other smart grid devices such as solar panels, wind mills or electrical vehicles and manages their configuration from a central system. Distributed components for the application include meters and grid devices such as wind mills, solar panels, etc. Connexo NetSense collects data from both RF mesh and cellular networks and "accommodates data from multiple grid devices – metering endpoints, sensors, grid management equipment". Distributed components for the application include metering endpoints, sensors and grid management equipment. The health and performance of applications and corresponding distributed components (such as Device and Sensor status, Sensor ID) is monitored using Connexo ("common monitoring protocol"). On information and belief, the monitoring is independent of a programming technology of said plurality of client applications and respective distributed components.

Source: https://www.connexo.com/applications/, *as accessed 3/19/20*.

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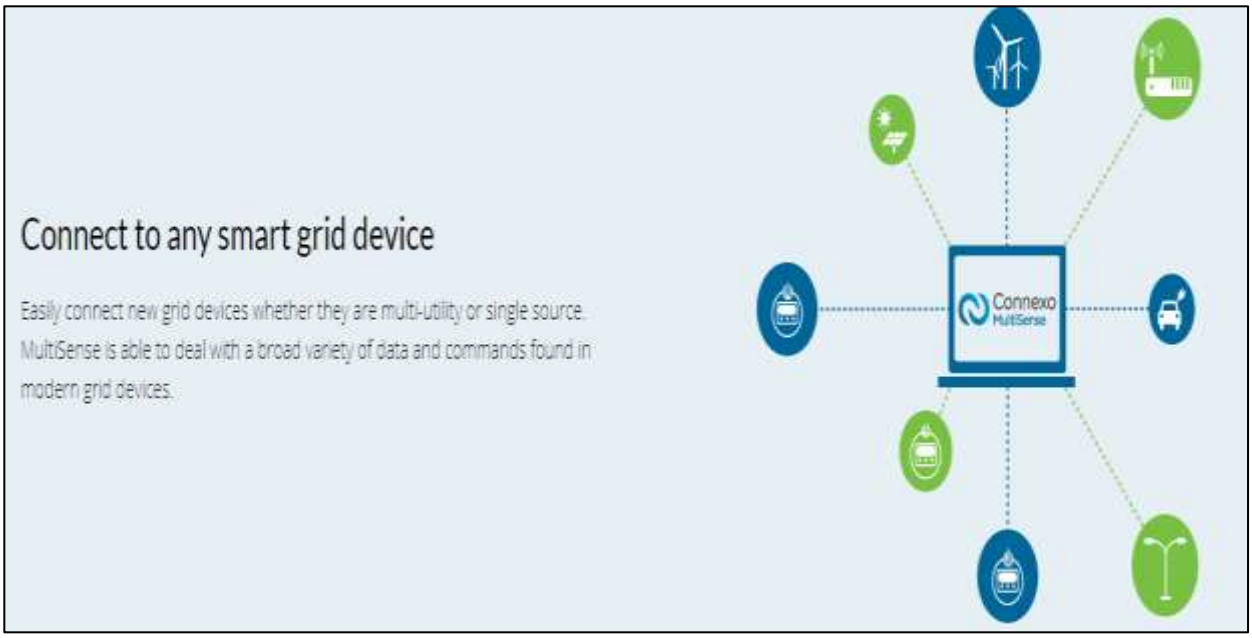

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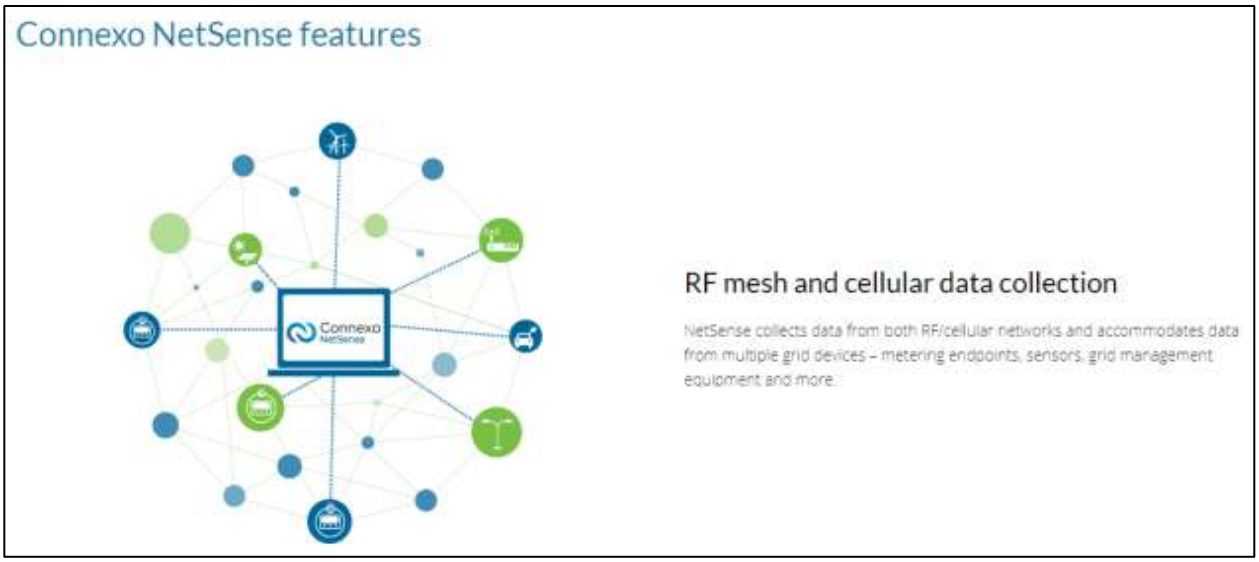
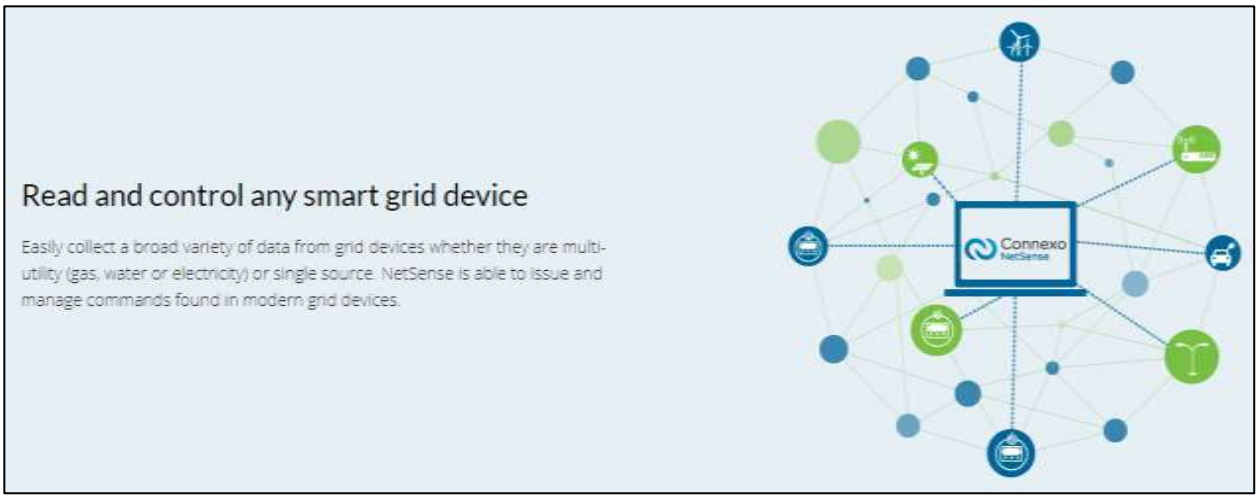


Source: https://www.connexo.com/applications/connexo-netsense/features/, *as accessed 3/19/20*.



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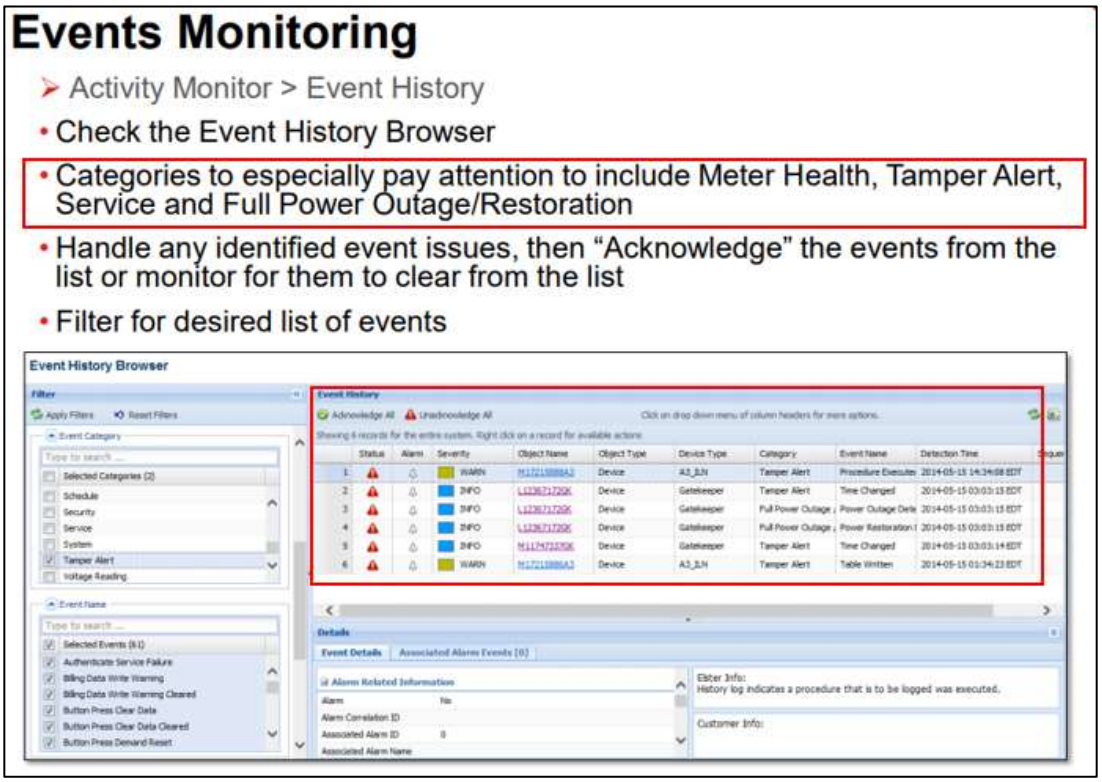

Source: https://www.honeywellprocess.com/library/news-and-events/presentations/2019-hug-america-cns-05-best-practice-for-ea-lan2-final.pdf, p. 38.

122. On information and belief, the Accused Instrumentalities further perform the step of assessing said health of said plurality of client applications and said respective distributed components. For example, Connexo assesses health and performance of Connexo MultiSense and Connexo NetSense ("applications") and respective distributed components (sensors, meters, grid management equipment, etc.). The health value of applications comprises of values such as Application ID and Activation status of particular application. Further, health of corresponding distributed components comprises of Device status and Device ID.

Source: https://www.connexo.com/applications/connexo-multisense/, *as accessed 3/19/20.*

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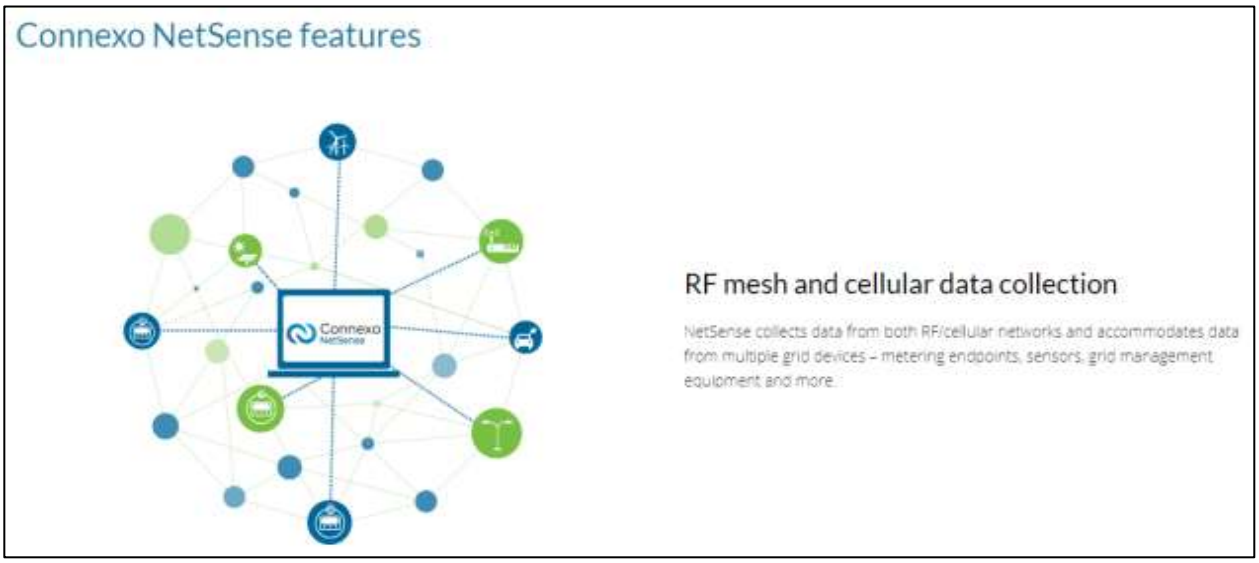
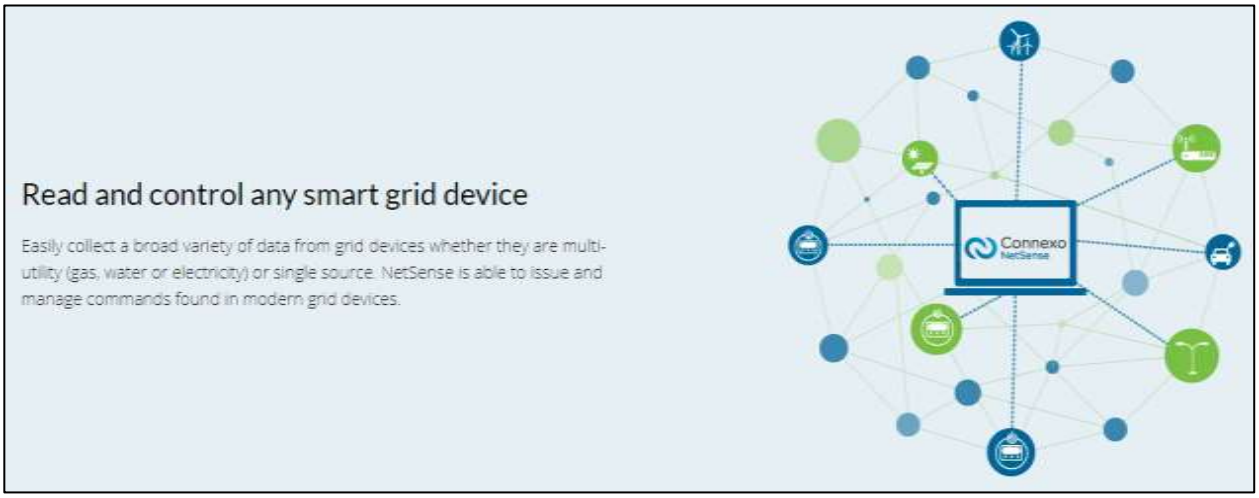


Source: https://www.connexo.com/applications/connexo-netsense/features/, *as accessed 3/19/20*.



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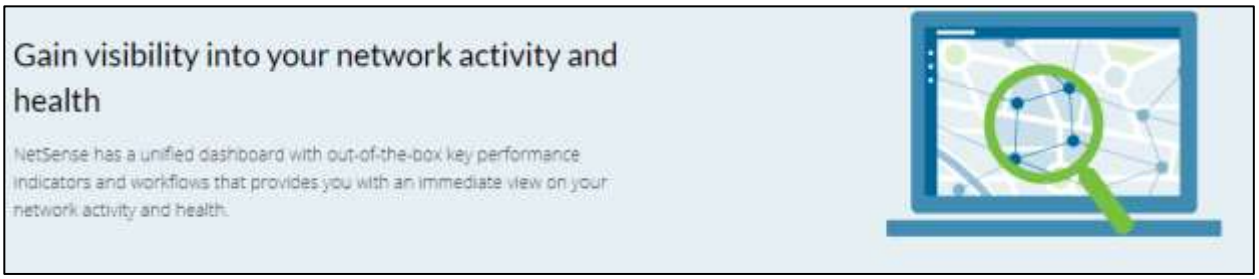
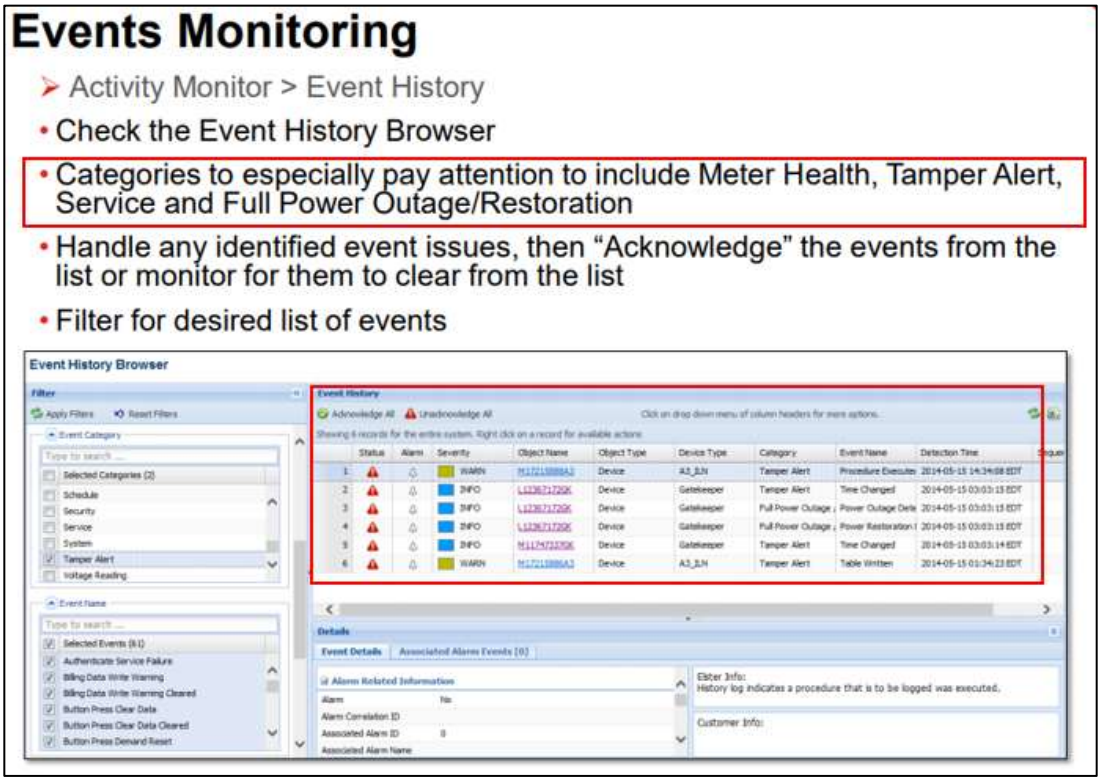


Source: https://www.connexo.com/applications/connexo-netsense/, *as accessed 3/19/20*.

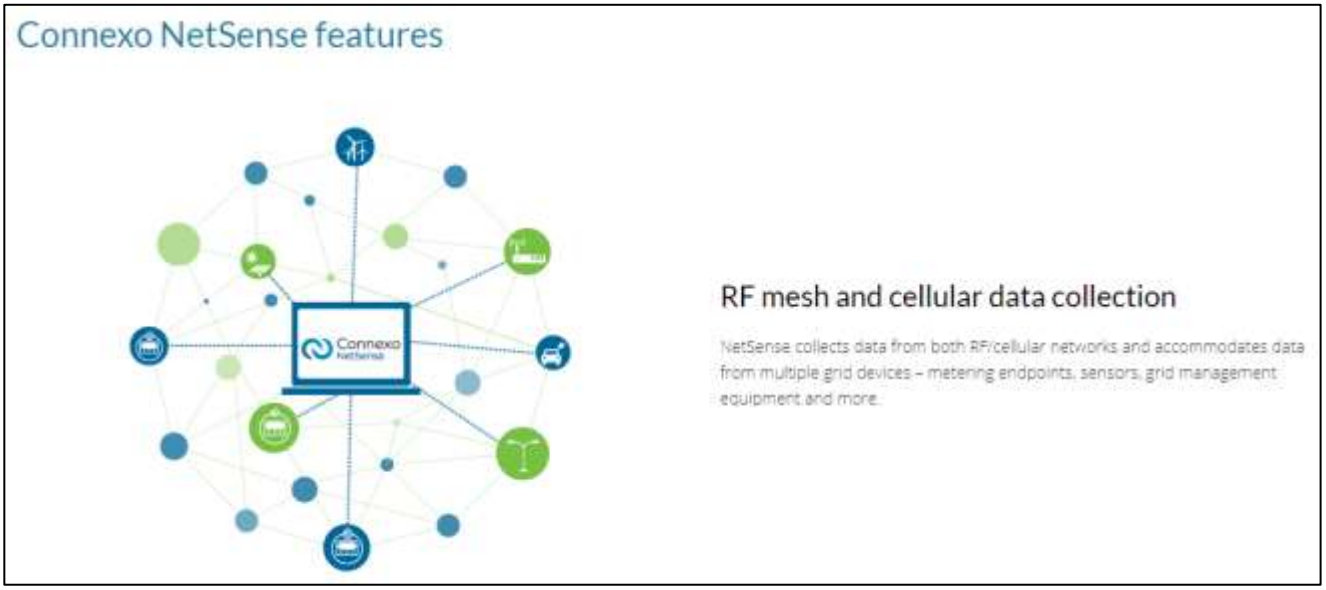


Source: https://www.honeywellprocess.com/library/news-and-events/presentations/2019-hug-america-cns-05-best-practice-for-ea-lan2-final.pdf, p. 38

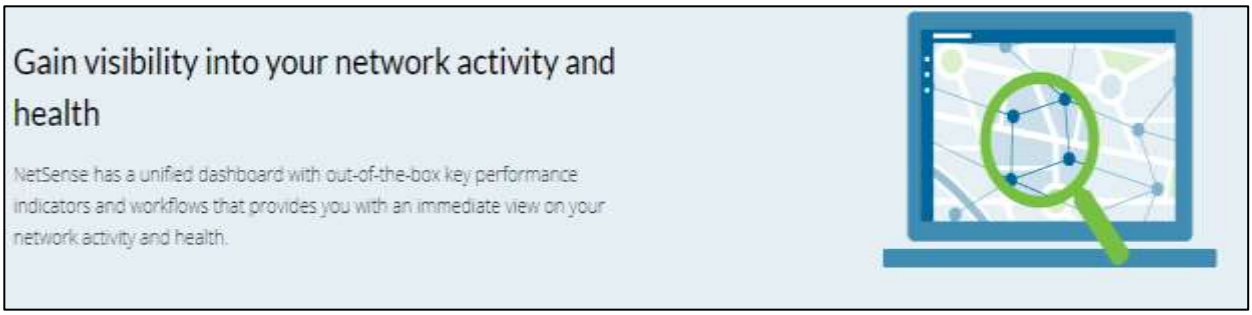
123. On information and belief, the Accused Instrumentalities perform the step of associating said health of said plurality of client applications and said respective distributed components as belonging to a single application node. This element is infringed literally, or in the alternative, under the doctrine of equivalents. For example, Connexo comprises MultiSense

and NetSense which analyses all the collected data from sensors, meters and smart grid devices in order to display events and alarms in a single dashboard ("application node"). That is, the health of plurality of applications is associated and displayed on a single dashboard.

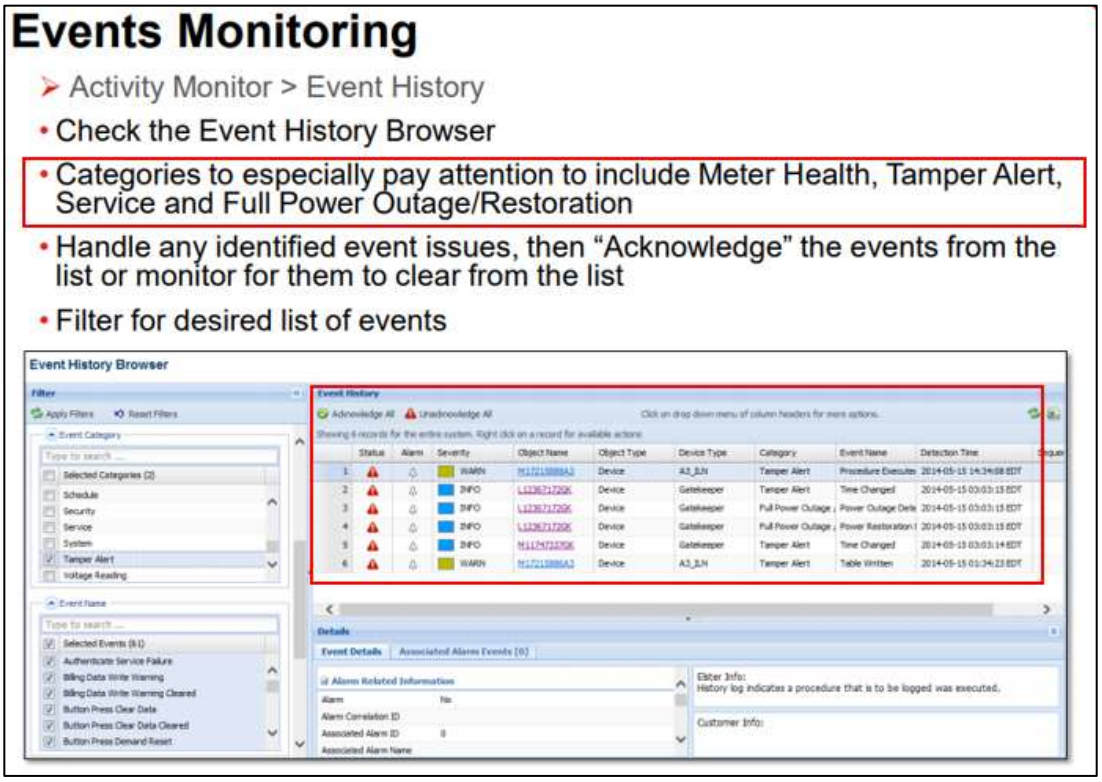
Source: https://www.connexo.com/applications/connexo-multisense/, *as accessed 3/19/20.*



Source: https://www.connexo.com/applications/connexo-netsense/features/, *as accessed 3/19/20.*



Source: https://www.connexo.com/applications/connexo-netsense/, *as accessed 3/19/20*.



Source: https://www.honeywellprocess.com/library/news-and-events/presentations/2019-hug-america-cns-05-best-practice-for-ea-lan2-final.pdf, p. 38

INDIRECT INFRINGEMENT

124. Defendants, with knowledge of the '301 Patent, infringe the '301 Patent by inducing others to infringe the '301 Patent. In particular, the Elster and Honeywell Defendants intend to induce their customers, such as Defendant Georgetown, to infringe the '301 Patent by

encouraging the use of the Accused Instrumentalities in a manner that results in infringement, as evidenced by the exemplary marketing materials set forth above.

JOINT ENTERPRISE

125. Defendants have jointly and severally entered into and formed a joint enterprise for the purpose of exploiting and profiting from the sale and use of the Accused Instrumentalities, as detailed herein, to directly infringe the '301 Patent. The joint enterprise itself directly infringes through its use of the Accused Instrumentalities, and provides the benefits of the Accused Instrumentalities to individual customers in this district.

126. On information and belief, the Defendants have together entered into an express or implied agreement to exploit and profit from the sale and use of the Accused Instrumentalities. More specifically, the Elster Defendants, together with and for the benefit of Honeywell, solicited and bargained with Georgetown to provide and support the Accused Instrumentalities to the City of Georgetown for the combined benefit of all Defendants. On information and belief, the Elster and Honeywell defendants generate substantial revenues, business goodwill, and market share, which bolsters their respective reputations and ability to generate sales to other customers. Defendant Georgetown, on information and belief, also benefits not only economically, but reputationally in the eyes of its customers by providing modern, sophisticated utility services. On information and belief, the Defendants negotiated arms-length written contracts memorializing their agreements, and have carried out a pattern of conduct reflecting such agreements.

127. On information and belief, the actions of the Defendants were carried out in furtherance of the common purposes of exploiting and profiting from the use of Accused Instrumentalities in this district.

128. On information and belief, the actions of the Defendants complained of herein benefit all Defendants and, as such, exhibits a common pecuniary interest (including but not limited to revenues, goodwill, market share, and sales advantage) among the Defendants.

129. On information and belief, each of the Defendants are sophisticated parties and entered into agreements such that each Defendant exercised and exercises equal right to control the use of the Accused Instrumentalities.

130. By virtue of the aforementioned joint enterprise, each Defendant is charged with the acts of the other Defendants, rendering each liable jointly and severally for the infringement of the '301 Patent.

131. BCS has been damaged by Defendants' infringement of the '301 Patent.

PRAYER FOR RELIEF

WHEREFORE, BCS respectfully requests the Court enter judgment against Defendants:

1. declaring that the Defendants have each infringed each of the Patents-in-Suit;

2. awarding BCS its damages suffered as a result of Defendants' infringement of the Patents-in-Suit;

3. awarding BCS its costs, attorneys' fees, expenses, and interest;

4. awarding BCS ongoing post-trial royalties; and

5. granting BCS such further relief as the Court finds appropriate.

JURY DEMAND

BCS demands trial by jury, under Fed. R. Civ. P. 38.

Dated: March 23, 2020

Respectfully Submitted

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