

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

TRANSDATA, INC.,

Plaintiff,

v.

TRI-COUNTY ELECTRIC
COOPERATIVE, INC.

Defendant.

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CIVIL ACTION NO.

6:11-cv-46 LED

JURY TRIAL DEMANDED

**PLAINTIFF TRANSDATA, INC.'S
FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff TransData, Inc., for its complaint against Defendant Tri-County Electric Cooperative, Inc., hereby demands a jury trial and alleges as follows:

THE PARTIES

1. Plaintiff TransData, Inc. (“TransData”) is a Texas Corporation having a place of business at 2560 Tarpley Road, Carrollton, Texas 75006.

2. TransData was founded in 1969, and has been involved in the design and manufacture of power and energy metering products for over 40 years. Specifically, TransData has been active in the design and manufacture of digital solid-state electric meters since approximately 1979 and has brought six generations of solid-state electric meters to market. TransData had its headquarters in Tyler, Texas from 1987 to 1990, and has occupied its current suburban-Dallas location since 1990.

3. TransData has provided electric meters and related products and services to over 500 electric utilities and power producers in more than 25 countries worldwide, including all of the 50 largest electric utility companies in the United States.

4. Upon information and belief, Defendant Tri-County Electric Cooperative, Inc. (“Tri-County”) is a Texas Corporation having a place of business at 600 NW Parkway, Azle, TX 76020. Tri-County has appointed John E. Westhoff, located at 1250 Santa Fe Drive, Weatherford, TX 76086, as its agent for service of process in Texas.

JURISDICTION

5. This is an action for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. §§ 1 *et seq.* This Court has original and exclusive subject matter jurisdiction over the patent infringement claims pursuant to 28 U.S.C. §§ 1331 and 1338.

6. This Court has personal jurisdiction over Tri-County because Tri-County has established contacts with the forum—including by voluntarily conducting business and soliciting customers in the State of Texas—and the exercise of jurisdiction over Tri-County would not offend the traditional notions of fair play and substantial justice. Tri-County is a Texas Corporation and has extensive business operations in Texas.

VENUE

7. Venue is proper in this judicial district under 28 U.S.C. §§ 1391 and/or 1400 because the defendant is subject to personal jurisdiction in the Eastern District of Texas.

8. Venue is proper in this judicial district as to Tri-County because Tri-County is doing business in the Eastern District of Texas, and also because it is currently using infringing electric meters (including but not limited to the General Electric kV2c electric meter) within the Eastern District of Texas.

COUNT 1 – INFRINGEMENT OF U.S. PATENT NO. 6,181,294

9. TransData realleges and incorporates by reference the allegations in paragraphs 1 through 8 of this Complaint as though fully set forth herein.

10. United States Patent No. 6,181,294 (“the ‘294 Patent”), entitled “Antenna for Electric Meter and Method of Manufacture Thereof,” was duly and legally issued on January 30, 2001. The ‘294 Patent was duly and legally assigned to TransData, and TransData owns and has full rights to sue and recover damages for infringement of the ‘294 Patent. A copy of the ‘294 Patent is attached hereto as Exhibit 1.

11. TransData has complied with the requirements of 35 U.S.C. § 287 and marks its products by identifying the ‘294 Patent on its electric meters.

12. The ‘294 Patent is valid and enforceable.

13. Tri-County has infringed, and is still infringing, one or more claims of the '294 Patent by making, using, offering to sell, selling, and/or importing electric meters, specifically including, without limitation, the General Electric kV2c electric meter. On information and belief, Tri-County may be using similar electric meters, which also infringe one or more claims of the '294 Patent.

14. On information and belief, Tri-County has actively induced, and continues to actively induce, the infringement of one or more claims of the '294 Patent by actively inducing its electricity customers to use electric meters that infringe the '294 Patent. Specifically, Tri-County's electricity customers use the General Electric kV2c electric meter, which infringes one or more claims of the '294 Patent. On information and belief, Tri-County's electricity customers may be using similar electric meters, which also infringe one or more claims of the '294 Patent.

15. Tri-County's infringement of the '294 Patent has injured TransData, and TransData is entitled to recover damages adequate to compensate it for Tri-County's infringement, which in no event can be less than a reasonable royalty.

16. Tri-County has caused TransData substantial damage and irreparable injury by its infringement of the '294 Patent, and TransData will continue to suffer damage and irreparable injury unless and until the infringement by Tri-County is enjoined by this Court.

COUNT 2 – INFRINGEMENT OF U.S. PATENT NO. 6,462,713

17. TransData realleges and incorporates by reference the allegations in paragraphs 1 through 8 of this Complaint as though fully set forth herein.

18. United States Patent No. 6,462,713 ("the '713 Patent"), entitled "Antenna for Electric Meter and Method of Manufacture Thereof," was duly and legally issued on October 8, 2002. The '713 Patent was duly and legally assigned to TransData, and TransData owns and

has full rights to sue and recover damages for infringement of the '713 Patent. A copy of the '713 Patent is attached hereto as Exhibit 2.

19. TransData has complied with the requirements of 35 U.S.C. § 287 and marks its products by identifying the '713 Patent on its electric meters.

20. The '713 Patent is valid and enforceable.

21. Tri-County has infringed, and is still infringing, one or more claims of the '713 Patent by making, using, offering to sell, selling, and/or importing electric meters, specifically including, without limitation, the General Electric kV2c electric meter. On information and belief, Tri-County may be using similar electric meters, which also infringe one or more claims of the '713 Patent.

22. On information and belief, Tri-County has actively induced, and continues to actively induce, the infringement of one or more claims of the '713 Patent by actively inducing its electricity customers to use electric meters that infringe the '713 Patent. Specifically, Tri-County's electricity customers use the General Electric kV2c electric meter, which infringes one or more claims of the '713 Patent. On information and belief, Tri-County's electricity customers may be using similar electric meters, which also infringe one or more claims of the '713 Patent.

23. Tri-County's infringement of the '713 Patent has injured TransData, and TransData is entitled to recover damages adequate to compensate it for Tri-County's infringement, which in no event can be less than a reasonable royalty.

24. Tri-County has caused TransData substantial damage and irreparable injury by its infringement of the '713 Patent, and TransData will continue to suffer damage and irreparable injury unless and until the infringement by Tri-County is enjoined by this Court.

COUNT 3 – INFRINGEMENT OF U.S. PATENT NO. 6,903,699

25. TransData realleges and incorporates by reference the allegations in paragraphs 1 through 8 of this Complaint as though fully set forth herein.

26. United States Patent No. 6,903,699 (“the ‘699 Patent”), entitled “Wireless Communication Device for Electric Meter and Method of Manufacture Thereof,” was duly and legally issued on June 7, 2005. The ‘699 Patent was duly and legally assigned to TransData, and TransData owns and has full rights to sue and recover damages for infringement of the ‘699 Patent. A copy of the ‘699 Patent is attached hereto as Exhibit 3.

27. TransData has complied with the requirements of 35 U.S.C. § 287 and marks its products by identifying the ‘699 Patent on its electric meters.

28. The ‘699 Patent is valid and enforceable.

29. Tri-County has infringed, and is still infringing, one or more claims of the ‘699 Patent by making, using, offering to sell, selling, and/or importing electric meters, specifically including, without limitation, the General Electric kV2c electric meter. On information and belief, Tri-County may be using similar electric meters, which also infringe one or more claims of the '699 Patent.

30. On information and belief, Tri-County has actively induced, and continues to actively induce, the infringement of one or more claims of the ‘699 Patent by actively inducing its electricity customers to use electric meters that infringe the '699 Patent. Specifically, Tri-County’s electricity customers use the General Electric kV2c electric meter, which infringes one or more claims of the '699 Patent. On information and belief, Tri-County’s electricity customers may be using similar electric meters, which also infringe one or more claims of the '699 Patent.

31. Tri-County's infringement of the '699 Patent has injured TransData, and TransData is entitled to recover damages adequate to compensate it for Tri-County's infringement, which in no event can be less than a reasonable royalty.

32. Tri-County has caused TransData substantial damage and irreparable injury by its infringement of the '699 Patent, and TransData will continue to suffer damage and irreparable injury unless and until the infringement by Tri-County is enjoined by this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff TransData respectfully requests that judgment be entered in favor of TransData and against Defendant Tri-County and further prays that the Court grant the following relief to TransData:

A. A judgment that Tri-County has infringed, and/or induced the infringement of, the '294 Patent, the '713 Patent, and the '699 Patent, and continues to infringe and/or induce the infringement of the '294 Patent, the '713 Patent, and the '699 Patent;

B. Entry of a permanent injunction pursuant to 35 U.S.C. § 283 enjoining Tri-County, as well as its officers, directors, servants, consultants, managers, employees, agents, attorneys, successors, assigns, affiliates, subsidiaries, and all persons in active concert or participation with any of them, from infringement and inducing infringement of the '294 Patent, the '713 Patent, and the '699 Patent, including but not limited to making, using, offering to sell, selling, or importing any products that infringe or products that perform the patented processes set forth in the '294 Patent, the '713 Patent, and the '699 Patent;

C. An award of all damages adequate to compensate TransData for Tri-County's infringement and/or inducement of infringement, such damages to be determined by a jury and, if necessary, an accounting of all damages;

D. An award of prejudgment and post-judgment interest to TransData pursuant to 35 U.S.C. § 284;

E. A declaration that this case is exceptional under 35 U.S.C. § 285 and an award of the reasonable attorneys' fees, costs, and expenses incurred by TransData in this action; and

F. Such other and further relief as this Court may deem just and proper.

JURY DEMAND

TransData hereby demands a trial by jury on all issues and claims so triable.

Dated: April 6, 2011

Respectfully submitted,

/s/ Eric H. Findlay

Eric H. Findlay

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**ATTORNEYS FOR PLAINTIFF
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CERTIFICATE OF SERVICE

I, hereby certify that all counsel of record who are deemed to have consented to electronic service are being served this 6th day of April 2011 with a copy of this document by electronic mail according to Local Rule CV-5(a)(3).

/s/ Eric H. Findlay _____
Eric H. Findlay