

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

**IN RE: TRANSDATA, INC. SMART  
METERS PATENT LITIGATION**

**Case No. 5:12-ml-02309-C**

Hon. Judge Robin J. Cauthron

This document relates to the case to be  
remanded to:

*TransData, Inc. v. Tri-County Electric  
Cooperative, Inc.*, No. 6:11-cv-46-LED-  
JDL (E.D. Tex.)

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

Plaintiff TransData, Inc., for its second amended 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 jurisdiction over the patent infringement claims pursuant to 28 U.S.C. § 1407. The U.S. District Court for the Eastern District of Texas has original and exclusive subject matter jurisdiction over the patent infringement claims pursuant to 28 U.S.C. §§ 1331 and 1338.

6. The U.S. District Court for the Eastern District of Texas 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 the U.S. District Court for the Eastern District of Texas 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 the U.S. District Court for the Eastern District of Texas 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.

### **RELATED CASES**

9. The following actions asserting the same patents-in-suit have been consolidated in this Court pursuant to 28 U.S.C. § 1407, are pending, and will be remanded for trial as: *TransData, Inc. v. CenterPoint Energy Houston Electric, LLC et al.*, 6:10-cv-557-LED-JDL (E.D. Tex.); *TransData, Inc. v. Denton County Electric Cooperative, Inc. d/b/a CoServ Electric*, 6:11-cv-113-LED-JDL (E.D. Tex.); *TransData, Inc. v. Alabama Power Co.*, 2:11-cv-635-MHT-TFM (M.D. Ala.); *TransData, Inc. v. Georgia Power Co.*, 5:11-cv-305-MTT (M.D. Ga.); *TransData, Inc. v. Mississippi Power Co.*, 3:11-cv-499-CWR-FKB (S.D. Miss.); *TransData, Inc. v. Oklahoma Gas & Electric Company*, 5:11-cv-01032-C (W.D. Okla.); *TransData, Inc. v. San Diego Gas & Electric Company*, 3:11-cv-2529-DMS-RBB (S.D. Cal.); and *TransData, Inc. v. Wisconsin Power & Light Co.*, 3:11-cv-745-bbc (W.D. Wis.).

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

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

11. 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.

12. 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.

13. The ’294 Patent is valid and enforceable.

14. 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.

15. 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.

16. 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.

17. 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 the Court.

18. The '294 Patent was subject to an *ex parte* reexamination procedure in the Patent office that concluded on August 14, 2012 with a Reexamination Certificate confirming claims 17-30. A copy of the Reexamination Certificate for the '294 Patent is attached hereto as Exhibit 2.

19. Tri-County was on notice of the conclusion of the reexamination proceeding and the confirmation of all asserted claims of the '294 Patent by no later than August 14, 2012.

20. Despite having knowledge of the '294 Patent and the Patent Office's confirmation of the validity of claims 17-30, Tri-County has continued to engage in objectively reckless infringing conduct. Accordingly, Tri-County's infringement is willful.

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

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

22. 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 3.

23. 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.

24. The ’713 Patent is valid and enforceable.

25. 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.

26. 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.

27. 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.

28. 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 the Court.

29. The '713 Patent was subject to an *ex parte* reexamination procedure in the Patent office that concluded on August 7, 2012 with a Reexamination Certificate confirming claims 1-27. A copy of the Reexamination Certificate for the '713 Patent is attached hereto as Exhibit 4.

30. Tri-County was on notice of the conclusion of the reexamination proceeding and the confirmation of all asserted claims of the '713 Patent by no later than August 7, 2012.

31. Despite having knowledge of the '713 Patent and the Patent Office's confirmation of the validity of claims 1-27, Tri-County has continued to engage in objectively reckless infringing conduct. Accordingly, Tri-County's infringement is willful.

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

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

33. 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 5.

34. 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.

35. The ’699 Patent is valid and enforceable.

36. 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.

37. 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.

38. 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.

39. 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 the Court.

40. The '699 Patent was subject to an *ex parte* reexamination procedure in the Patent office that concluded on June 19, 2012 with a Reexamination Certificate confirming claims 1, 3, 5, 8, 10-11, and 16. A copy of the Reexamination Certificate for the '699 Patent is attached hereto as Exhibit 6.

41. Tri-County was on notice of the conclusion of the reexamination proceeding and the confirmation of all asserted claims of the '699 Patent by no later than June 19, 2012.

42. Despite having knowledge of the '699 Patent and the Patent Office's confirmation of the validity of claims 1, 3, 5, 8, 10-11, and 16, Tri-County has continued to engage in objectively reckless infringing conduct. Accordingly, Tri-County's infringement is willful.

**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;

F. An award of increased damages in an amount not less than three times the amount of damages awarded to TransData for each of Tri-County's willful infringement of the '294 Patent, the '713 Patent, and the '699 Patent pursuant to 35 U.S.C. § 284; and

G. Such other and further relief as the Court may deem just and proper.

**JURY DEMAND**

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

Dated: November 5, 2012

Respectfully submitted,

*/s/ Andrew W. Lester*

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**CERTIFICATE OF SERVICE**

I hereby certify that on November 5th, 2012, I electronically transmitted the attached document to the Clerk of Court using the ECF System for filing. Based on the records currently on file, the Clerk of Court will transmit a Notice of Electronic Filing to the following ECF registrants.

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