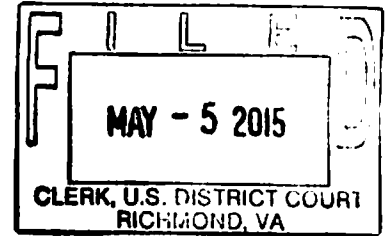


IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION



ENDEAVOR MESHTECH, INC.,

Plaintiff,

v.

NEXGRID, LLC,

Defendant.

Civil Action No. 3:15cv279

**JURY TRIAL DEMANDED**

**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Endeavor MeshTech, Inc. ("Plaintiff" or "Endeavor"), by and through its undersigned counsel, files this Original Complaint for Patent Infringement against Defendant Nexgrid, LLC ("Defendant" or "Nexgrid") as follows:

**NATURE OF THE ACTION**

1. This is a patent infringement action to stop Defendant's infringement of Plaintiff's United States Patent No. 7,379,981 entitled "*Wireless Communication Enabled Meter and Network*" (hereinafter, the "'981 Patent"), United States Patent No. 8,700,749 (hereinafter, the "'749 Patent") and United States Patent No. 8,855,019 (hereinafter, the "'019 Patent") (collectively, the "Patents-in-Suit") copies of which are attached hereto as Exhibits A, B and C, respectively. Plaintiff is the owner of the Patents-in-Suit. Plaintiff seeks injunctive relief and monetary damages.

**PARTIES**

2. Endeavor MeshTech, Inc. is a corporation organized and existing under the laws of the State of Delaware. Plaintiff maintains its principal place of business at 3140 Broadway, 46<sup>th</sup> Floor, New York, NY, 10005. Plaintiff is the owner of the Patents-in-Suit, and possesses all

rights thereto, including the exclusive right to exclude Defendant from making, using, selling, offering to sell or importing in this district and elsewhere into the United States the patented invention(s) of the Patents-in-Suit, the right to license the Patents-in-Suit, and to sue the Defendant for infringement and recover past damages.

3. Upon information and belief, Nexgrid is a corporation duly organized and existing under the laws of the Commonwealth of Virginia since November 6, 2009, and having its principal place of business located at 4444 Germanna Highway, Suite 330, Locust Grove, Virginia, 22508. Defendant may be served through its registered agent, Costa Apostolakis, in care of Intelagrid LLC, which is located at the same address. Upon information and belief, Nexgrid also has another location at 915 Maple Grove Drive, Fredericksburg, Virginia, 22407.

4. Upon information and belief, Nexgrid ships, distributes, makes, uses, offers for sale, sells, and/or advertises its products under the brand name of Nexgrid™ Technology Solutions.

#### **JURISDICTION AND VENUE**

5. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

6. The Court has personal jurisdiction over Nexgrid because, upon information and belief: Defendant has minimum contacts within the Commonwealth of Virginia and in the Eastern District of Virginia; Defendant has purposefully availed itself of the privileges of conducting business in the Commonwealth of Virginia and in the Eastern District of Virginia; Defendant has sought protection and benefit from the laws of the Commonwealth of Virginia; Defendant regularly conducts business within the Commonwealth of Virginia and within the

Eastern District of Virginia, and Plaintiff's causes of action arise directly from Defendant's business contacts and other activities in the Commonwealth of Virginia and in the Eastern District of Virginia.

7. More specifically, upon information and belief, Defendant, directly and/or through its intermediaries, ships, distributes, makes, uses, imports, offers for sale, sells, and/or advertises its products and affiliated services in the United States, the Commonwealth of Virginia, and the Eastern District of Virginia; Defendant has committed patent infringement in the Commonwealth of Virginia and in the Eastern District of Virginia; Defendant solicits customers in the Commonwealth of Virginia and in the Eastern District of Virginia; and Defendant has many paying customers who are residents of the Commonwealth of Virginia and the Eastern District of Virginia and who use Defendant's products in the Commonwealth of Virginia and in the Eastern District of Virginia.

8. Venue is proper in the Eastern District of Virginia pursuant to 28 U.S.C. §§ 1391 and 1400(b) because, upon information and belief, Defendant has a regular and established business in this district and the acts of infringement occurred in this district and elsewhere, including without limitation a place of business at 915 Maple Grove Drive, Fredericksburg, Virginia, 22407.

### **BACKGROUND INFORMATION**

9. The Patents-in-Suit were duly and legally issued by the United States Patent and Trademark Office on May 27, 2008 (the '981 Patent), April 15, 2014 (the '749 Patent) and October 7, 2014 (the '019 Patent) after full and fair examinations. Plaintiff is the owner of the Patents-in-Suit, and possesses all right, title and interest in the Patents-in-Suit including the right

to enforce the Patents-in-Suit, and the right to sue Defendant for infringement and recover past damages.

10. On information and belief, Nexgrid owns, operates, advertises, and/or controls the website [www.nexgrid.net](http://www.nexgrid.net), through which Defendant advertises, sells, offers to sell, provides and/or educates customers about its products and services, including but not limited to the products sold under the Nexgrid™ Technology Solutions brand name, including at least the products sold under the names “ecoNet,” “ecoNet SL,” “ecoNet MSA,” “ecoSwitch SL,” “ecoSwitch,” “ecoStat,” “intelaMeter Vision XT,” “intelaMeter MIU-ZIG,” “ecoOne,” and “intelaHome” (hereinafter, the “Accused Products and Services”).

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

11. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-10 above.

12. Plaintiff is informed and believes that Nexgrid has infringed and continues to infringe the '981 Patent either literally or under the doctrine of equivalents through the manufacture and sale of infringing products under the Nexgrid™ Technology Solutions brand name. Upon information and belief, Defendant has infringed and continues to infringe one or more claims of the '981 Patent because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises a self-configuring wireless network that incorporates a network cluster, virtual gate, and virtual network operations entity through the use of devices which include at least the Accused Products and Services. Specifically, Defendant's Accused Products and Services infringe one or more of the claims, including at least Claim 1, of the '981 Patent. Upon information and belief, Defendant's Accused Products and Services are available for sale on its website and through various retailers located in this district and throughout the United States.

13. Upon information and belief, Defendant has intentionally induced and continues to induce infringement of one or more claims of the '981 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Defendant's customers to use the Accused Products and Services in an infringing manner. Despite knowledge of the '981 Patent as early as the date of service of the Original Complaint in this action, Defendant, upon information and belief, continues to encourage, instruct, enable, and otherwise cause its customers to use its systems and methods, in a manner which infringes the '981 Patent. Based upon information and belief, Defendant's source of revenue and business focus is on the provision of and sale of the Accused Products and Services. Upon information and belief, Defendant has specifically intended its customers to use its systems and methods in such a way that infringes the '981 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Defendant's website including informational brochures, promotional material, and contact information. *See, e.g.,* Nexgrid's Website, Products, available at <http://www.nexgrid.net/products/products.asp> (last accessed on April 30, 2015) and attached as Exhibit D; Nexgrid's Website, Home Products, available at [http://www.nexgrid.net/products/home\\_products.asp](http://www.nexgrid.net/products/home_products.asp) (last accessed on April 30, 2015) and attached as Exhibit E; Defendant knew that its actions, including, but not limited to any of the aforementioned systems and methods, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

14. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

15. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

16. Defendant's infringement of Plaintiff's rights under the '981 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

**COUNT II**  
**INFRINGEMENT OF U.S. PATENT NO. 8,700,749**

17. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-10 above.

18. Plaintiff is informed and believes that Nexgrid has infringed and continues to infringe the '749 Patent either literally or under the doctrine of equivalents through the manufacture and sale of infringing products under the Nexgrid™ Technology Solutions brand name. Upon information and belief, Defendant has infringed and continues to infringe one or more claims of the '749 Patent because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises a self-configuring wireless network that incorporates a network cluster, virtual gate, and virtual network operations entity through the use of devices which include at least the Accused Products and Services. Specifically, Defendant's Accused Products and Services infringe one or more of the claims, including at least Claim 1, of the '749 Patent. Upon information and belief, Defendant's Accused Products and Services are available for sale on its website and through various retailers located in this district and throughout the United States.

19. Upon information and belief, Defendant has intentionally induced and continues to induce infringement of one or more claims of the '749 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things,

encouraged, instructed, enabled, and otherwise caused Defendant's customers to use the Accused Products and Services in an infringing manner. Despite knowledge of the '749 Patent as early as the date of service of the Original Complaint in this action, Defendant, upon information and belief, continues to encourage, instruct, enable, and otherwise cause its customers to use its systems and methods, in a manner which infringes the '749 Patent. Based upon information and belief, Defendant's source of revenue and business focus is on the provision of and sale of the Accused Products and Services. Upon information and belief, Defendant has specifically intended its customers to use its systems and methods in such a way that infringes the '749 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Defendant's website including informational brochures, promotional material, and contact information. *See, e.g., Ex. D and Ex. E.* Defendant knew that its actions, including, but not limited to any of the aforementioned systems and methods, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

20. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

21. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

22. Defendant's infringement of Plaintiff's rights under the '749 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

**COUNT III**  
**INFRINGEMENT OF U.S. PATENT NO. 8,855,019**

23. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-10 above.

24. Plaintiff is informed and believes that Nexgrid has infringed and continues to infringe the '019 Patent either literally or under the doctrine of equivalents through the manufacture and sale of infringing products under the Nexgrid™ Technology Solutions brand name. Upon information and belief, Defendant has infringed and continues to infringe one or more claims of the '019 Patent because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises a self-configuring wireless network that incorporates a network cluster, virtual gate, and virtual network operations entity through the use of devices which include at least the Accused Products and Services. Specifically, Defendant's Accused Products and Services infringe one or more of the claims, including at least Claim 1, of the '019 Patent. Upon information and belief, Defendant's Accused Products and Services are available for sale on its website and through various retailers located in this district and throughout the United States.

25. Upon information and belief, Defendant has intentionally induced and continues to induce infringement of one or more claims of the '019 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Defendant's customers to use the Accused Products and Services in an infringing manner. Despite knowledge of the '019 Patent as early as the date of service of the Original Complaint in this action, Defendant, upon information and belief, continues to encourage, instruct, enable, and otherwise cause its customers to use its



systems and methods, in a manner which infringes the '019 Patent. Based upon information and belief, Defendant's source of revenue and business focus is on the provision of and sale of the Accused Products and Services. Upon information and belief, Defendant has specifically intended its customers to use its systems and methods in such a way that infringes the '019 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Defendant's website including informational brochures, promotional material, and contact information. *See, e.g., Ex. D and Ex. E.* Defendant knew that its actions, including, but not limited to any of the aforementioned systems and methods, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

26. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

27. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

28. Defendant's infringement of Plaintiff's rights under the '019 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

**JURY DEMAND**

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

**PRAYER FOR RELIEF**

Plaintiff respectfully requests the following relief:

- A. An adjudication that one or more claims of the Patents-in-Suit has been infringed, either literally and/or under the doctrine of equivalents, by the Defendant;
- B. An adjudication that Defendant has induced infringement of one or more claims of the Patents-in-Suit;
- C. An award of damages to be paid by Defendant adequate to compensate Plaintiff for Defendant's past infringement and any continuing or future infringement up until the date such judgment is entered, including interest, costs, and disbursements as justified under 35 U.S.C. § 284 and, if necessary to adequately compensate Plaintiff for Defendant's infringement, an accounting of all infringing sales including, but not limited to, those sales not presented at trial;
- D. A grant of permanent injunction pursuant to 35 U.S.C. § 283, enjoining the Defendant and its respective officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise, from further acts of infringement with respect to any one or more of the claims of the Patents-in-Suit;
- E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and,
- F. Any further relief that this Court deems just and proper.

Respectfully submitted this 5<sup>th</sup> day of May, 2015.



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Charles L. Williams  
Virginia State Bar No. 23587  
**WILLIAMS & SKILLING, P.C.**  
4801 Radford Avenue, Suite A  
Richmond, Virginia 23230  
Telephone: (804) 447-0307  
Facsimile: (804) 447-0367  
Email: cwilliams@williamsandskilling.com

René A. Vazquez  
Virginia State Bar No. 41988  
**HENINGER GARRISON DAVIS, LLC**  
18326 Buccaneer Terrace  
Leesburg, Virginia 20176  
Telephone: (571) 206-1375  
Facsimile: (205) 327-9114  
Email: rvazquez@hgdllawfirm.com

Jacqueline K. Burt, *Pro Hac Vice* Anticipated  
James F. McDonough, *Pro Hac Vice* Anticipated  
Jonathan R. Miller, *Pro Hac Vice* Anticipated  
**HENINGER GARRISON DAVIS, LLC**  
3621 Vinings Slope, Suite 4320  
Atlanta, Georgia 30339  
Telephone: (404) 996-0861, 0869, 0863  
Facsimile: (205) 547-5502, 5515, 5506  
Email: jburt@hgdllawfirm.com  
Email: jmcdonough@hgdllawfirm.com  
Email: jmiller@hgdllawfirm.com

***Attorneys for Plaintiff***  
***Endeavor MeshTech, Inc.***