

1 DOUGLAS N. AKAY; State Bar #131011  
2 AKAY LAW  
3 333 Bush Street  
4 Suite 2250  
5 San Francisco, CA 94104  
6 Telephone: (415) 764-1999  
7 Facsmilie: (415) 764-1994  
8 Email: [dnakay@akaylaw.com](mailto:dnakay@akaylaw.com)

9 PAUL J. CRONIN  
10 JAMES C. HALL  
11 NUTTER MCCLENNEN & FISH LLP  
12 Seaport West, 155 Seaport Blvd.  
13 Boston, Massachusetts 02210  
14 Telephone: (617) 439-2000  
15 Facsimile: (617) 310-9000  
16 Email: [pcronin@nutter.com](mailto:pcronin@nutter.com)  
17 Email: [jhall@nutter.com](mailto:jhall@nutter.com)

18 **UNITED STATES DISTRICT COURT**  
19 **NORTHERN DISTRICT OF CALIFORNIA**

20 SIPCO, LLC

21 Plaintiff,

22 v.

23 AEON LABS LLC

24 Defendant.

Case No. 18-5713

**COMPLAINT FOR PATENT  
INFRINGEMENT**

25 Plaintiff SIPCO, LLC (“SIPCO” or “Plaintiff”), for its Complaint against  
26 Aeon Labs LLC (“Aeon” or “Defendant”) alleges the following:  
27

28 **NATURE OF THE ACTION**

1. This is an action for patent infringement arising under the Patent  
Laws of the United States, 35 U.S.C. § 1 *et seq.*

**THE PARTIES**

1  
2           2.     Plaintiff is a limited liability company organized and existing  
3 under the laws of the State of Georgia with a place of business at 20638  
4 Duxbury Terrace, Ashburn, Virginia 20147.

5  
6           3.     On information and belief, Defendant is a corporation organized  
7 under the laws of California with a place of business at 1228 Norvell Street,  
8 El Cerrito CA 94530. The California Secretary of State identifies  
9 Defendant’s registered agent as Winston Cheng, with the same address as  
10 Defendant.

11  
12           4.     Defendant markets and sells a line of home automation products  
13 under the brand name “Aeotec.” On information and belief, Defendant also  
14 manufactures home automation products for third parties as an original  
15 equipment manufacturer (“OEM”). Defendant advertises its home  
16 automation products as conforming to the Z-Wave wireless networking  
17 specifications.  
18  
19  
20

21                                   **JURISDICTION AND VENUE**

22           5.     This is an action for patent infringement arising under the Patent  
23 Laws of the United States, Title 35 of the United States Code.

24           6.     This Court has subject matter jurisdiction under 28 U.S.C. §§  
25 1331 and 1338(a).  
26  
27  
28



1           10. In the 1990s, through his own individual research and development  
2 efforts, Mr. Petite invented a large number of wireless control and distribution  
3 technology applications. The inventions resulting from Mr. Petite's efforts include,  
4 but are not limited to, various ways of moving data as economically and  
5 seamlessly as possible over both wired and wireless networks.  
6

7  
8           11. Through the 1990s and early 2000s investors contributed tens of  
9 millions of dollars for technology development and implementation of networks.  
10 Clients included Georgia Power, Alabama Power, Newnan Utilities GA, Johnson  
11 Controls, Synovus Bank, and Grand Court Lifestyles residential living facilities.  
12

13           12. After proving that the technology worked in the field, several  
14 companies competed to purchase an exclusive license to Mr. Petite's technology  
15 for the market known as "smart grid." Landis+Gyr (<http://www.landisgyr.com/>)  
16 (previously Siemens Metering) took an exclusive license to the smart grid  
17 technology in 2002 and in 2005 purchased rights to the technology for utility  
18 applications for \$30,000,000. Mr. Petite's technology has been deployed in  
19 millions of meters deployed across North America and throughout the world.  
20  
21

22           13. SIPCO retained the rights to the mesh network patents, and for use of  
23 the technology outside of the utility space. It still maintains ownership of the  
24 software, firmware, hardware and patent portfolio that resulted from Mr. Petite's  
25 research and development efforts.  
26  
27  
28

1           14. SIPCO’s patent portfolios (of which the patents in suit are a part)  
2 include inventions that are widely recognized as pioneering in various fields of use.  
3  
4 As a result, more than 100 corporations have taken licenses to them. Licensees  
5 include companies operating in the vertical markets of Industrial Controls,  
6 Lighting, Smart Grid, Building Automation, Network Backhaul, Home Appliance,  
7 Home Automation and Entertainment, Sensor Monitoring, and Internet Service  
8 Provisioning. Licensed products include products using standard wireless mesh  
9 protocols such as ZigBee and Z-Wave.  
10

11  
12           15. SIPCO is the exclusive owner of all rights, title, and interest in the  
13 patents in suit, including the right to exclude others and to enforce, sue and recover  
14 damages for past and future infringement thereof.  
15

16           **COUNT 1: INFRINGEMENT OF U.S. PATENT NO. 6,836,737**

17           16. The allegations set forth in the foregoing paragraphs 1 through 15 are  
18 incorporated by reference into this claim for relief.  
19

20           17. On December 28, 2004, U.S. Patent No. 6,836,737 (“the ‘737 Patent”),  
21 entitled “Systems And Methods For Providing Remote Monitoring of  
22 Consumption for a Utility Meter,” was duly and legally issued by the United States  
23 Patent and Trademark Office. A true and correct copy of the ‘737 Patent is  
24 attached as Exhibit 1. Related U.S. application data is set forth on the face of the  
25 patent.  
26  
27  
28

1           18. Plaintiff is the assignee and owner of the right, title, and interest  
2 in and to the ‘737 Patent, including the right to assert all causes of action  
3 arising under the ‘737 Patent and the right to any remedies for infringement  
4 of the ‘737 Patent.  
5

6           19. Defendant has infringed and continues to infringe the ‘737  
7 Patent under 35 U.S.C. § 271, literally or under the doctrine of equivalents,  
8 by making, using, selling, offering for sale, and/or importing into the United  
9 States, infringing products without authorization (hereafter “the ‘737 Patent  
10 Accused Products”). At a minimum, the ‘737 Patent Accused Products  
11 include all Z-Wave compliant Home Energy Meter and Switch products  
12 made, used, sold, offered for sale, or imported into the United States by  
13 Aeon Labs as an Original Equipment Manufacturer for third parties, and all  
14 Z-Wave compliant Home Energy Meter and Switch products made, used,  
15 sold, offered for sale, or imported into the United States by Aeon Labs under  
16 the Aeotec brand label. Accused Aeotec Products include, without  
17 limitation, Aeotec Home Energy Meter Gen5, Aeotec Home Energy Meter  
18 G2 1 Phase, Aeotec Micro Switch, Aeotec Micro Smart Switch 2E, Aeotec  
19 Nano Switch, Aeotec Dual Nano Switch, Aeotec Smart Switch Gen5,  
20 Aeotec Smart Switch 6, Aeotec Heavy Duty Smart Switch, and all white-  
21 labeled versions of same that are made, used, sold, offered for sale, or  
22 imported into the United States.  
23  
24  
25  
26  
27  
28

1           20. Defendant directly infringed and continues to directly infringe at  
2  
3 least claim 1<sup>1</sup> of the '737 Patent by making, using, selling, offering to sell,  
4 and/or importing into the United States the '737 Patent Accused Products  
5 which satisfy, literally or under the doctrine of equivalents, each and every  
6 claim limitation of claim 1 of the '737 Patent. The correspondence between  
7 the limitations of claim 1 of the '737 Patent and the Aeotec Home Energy  
8 Meter Gen5 is shown in the exemplary claim chart attached hereto as  
9 Exhibit 2, which is incorporated into this paragraph by reference in its  
10 entirety. Adherence to the portions of the Z-Wave Specifications cited in the  
11 claim chart of Exhibit 2 is required for a product to be certified as Z-Wave  
12 compliant. Therefore, each of the '737 Patent Accused Products infringes  
13 claim 1 of the '737 Patent for the same reasons the Aeotec Home Energy  
14 Meter Gen5 infringes the claim. Additional details relating to the '737 Patent  
15 Accused Products and their infringement of the '737 Patent are within the  
16 possession, custody or control of Defendant.  
17  
18  
19  
20

21           21. Plaintiff offers this preliminary identification and description of  
22 infringement without the benefit of discovery or claim construction in this  
23 action, and expressly reserves the right to augment, supplement, and revise  
24  
25

26  
27 <sup>1</sup> Plaintiff reserves the right to identify additional asserted claims and accused products as this  
28 litigation proceeds. For example, Plaintiff expressly reserves the right to identify additional  
asserted claims and accused products in its infringement contentions to be served during the  
discovery process.

1 its identification and description of infringement based on additional  
2 information obtained through discovery or otherwise.  
3

4 22. Defendant's acts of infringement involving the '737 Patent have  
5 caused damage to Plaintiff, and Plaintiff is entitled to recover from  
6 Defendant the damages it has sustained as a result of Defendant's wrongful  
7 acts in an amount subject to proof at trial, but in no event less than a  
8 reasonable royalty.  
9

10 **COUNT 2: INFRINGEMENT OF U.S. PATENT NO. 8,924,588**

11 23. The allegations set forth in the foregoing paragraphs 1 through  
12 15 are incorporated by reference into this claim for relief.  
13

14 24. On December 30, 2014, U.S. Patent No. 8,924,588 ("the '588  
15 Patent"), entitled "Systems And Methods For Controlling Communication  
16 Between A Host Computer and Communication Devices," was duly and  
17 legally issued by the United States Patent and Trademark Office. A true and  
18 correct copy of the '588 Patent is attached as Exhibit 3. Related U.S.  
19 application data is set forth on the face of the patent.  
20

21 25. Plaintiff is the assignee and owner of the right, title, and interest  
22 in and to the '588 Patent, including the right to assert all causes of action  
23 arising under the '588 Patent and the right to any remedies for infringement  
24 of the '588 Patent.  
25  
26  
27  
28



1           26. Defendant has infringed and continues to infringe the ‘588  
2 Patent under 35 U.S.C. § 271, literally or under the doctrine of equivalents,  
3  
4 by making, using, selling, offering for sale, and/or importing into the United  
5 States, infringing products without authorization (hereafter “the ‘588 Patent  
6 Accused Products”). The ‘588 Patent Accused Products include the Z-Stick,  
7  
8 which is made, used, sold, offered for sale, and/or imported into the United  
9 States by Aeon Labs under the Aeotec brand label.

10           27. Defendant directly infringed and continues to directly infringe at  
11  
12 least claim 1<sup>2</sup> of the ‘588 Patent by making, using, selling, offering to sell,  
13 and/or importing into the United States the ‘588 Patent Accused Products,  
14  
15 which satisfies, literally or under the doctrine of equivalents, each and every  
16 claim limitation of claim 1 of the ‘588 Patent. The correspondence between  
17 the limitations of claim 1 of the ‘588 Patent and the ‘588 Patent Accused  
18 Products is shown in the claim chart attached hereto as Exhibit 4, which is  
19 incorporated by reference herein in its entirety. Adherence to the portions of  
20 the Z-Wave Specifications cited in the claim chart of Exhibit 4 is required  
21  
22 for a product to be certified as Z-Wave compliant. Therefore, each of the  
23  
24 ‘588 Patent Accused Products infringes claim 1 of the ‘588 Patent for the  
25

---

26  
27 <sup>2</sup> Plaintiff reserves the right to identify additional asserted claims and accused products as this  
28 litigation proceeds. For example, Plaintiff expressly reserves the right to identify additional  
asserted claims and accused products in its infringement contentions to be served during the  
discovery process.

1 same reasons the Aeotec Z-Stick infringes the claim. Additional details  
2 relating to the '588 Patent Accused Products and their infringement are  
3  
4 within the possession, custody or control of Defendant.

5 28. Plaintiff offers this preliminary identification and description of  
6 infringement without the benefit of discovery or claim construction in this  
7  
8 action, and expressly reserves the right to augment, supplement, and revise  
9  
10 its identification and description of infringement based on additional  
11 information obtained through discovery or otherwise.

12 29. Defendant's acts of infringement involving the '588 Patent have  
13 caused damage to Plaintiff, and Plaintiff is entitled to recover from  
14 Defendant the damages it has sustained as a result of Defendant's wrongful  
15 acts in an amount subject to proof at trial.

17 **COUNT 3: INFRINGEMENT OF U.S. PATENT NO. 9,430,936**

18 30. The allegations set forth in the foregoing paragraphs 1 through  
19 15 are incorporated by reference into this claim for relief.

20 31. On August 30, 2016, U.S. Patent No. 9,430,936 ("the '936  
21 Patent"), entitled "Systems And Methods For Monitoring And Controlling  
22 Remote Devices," was duly and legally issued by the United States Patent  
23 and Trademark Office. A true and correct copy of the '936 Patent is  
24 attached as Exhibit 5. Related U.S. application data is set forth on the face  
25  
26 of the patent.  
27  
28

1           32. Plaintiff is the assignee and owner of the right, title, and interest  
2 in and to the '936 Patent, including the right to assert all causes of action  
3 arising under the '936 Patent and the right to any remedies for infringement  
4 of the '936 Patent.  
5

6           33. Defendant has infringed and continues to infringe the '936  
7 Patent under 35 U.S.C. § 271, literally or under the doctrine of equivalents,  
8 by making, using, selling, offering for sale, and/or importing into the United  
9 States, infringing products without authorization (hereafter "the '936 Patent  
10 Accused Products"). At a minimum, the '936 Patent Accused Products  
11 include all Z-Wave compliant Home Energy Meter, MultiSensor, Switch,  
12 and Garage Door Controller products made, used, sold, offered for sale,  
13 and/or imported into the United States by Aeon Labs as an Original  
14 Equipment Manufacturer for third parties, and all Z-Wave compliant Home  
15 Energy Meter, MultiSensor, Switch, and Garage Door Controller products  
16 made, used, sold, offered for sale, and/or imported into the United States by  
17 Aeon Labs under the Aeotec brand label. Accused Aeotec Products include,  
18 without limitation, Aeotec Home Energy Meter Gen5, Aeotec Home Energy  
19 Meter G2 1 Phase, Aeotec Micro Switch, Aeotec Micro Smart Switch 2E,  
20 Aeotec Nano Switch, Aeotec Dual Nano Switch, Aeotec Smart Switch  
21 Gen5, Aeotec Smart Switch 6, Aeotec Heavy Duty Smart Switch, Aeotec  
22  
23  
24  
25  
26  
27  
28

1 Garage Door Controller, and all white-labeled versions of same that are  
2 made, used, sold, offered for sale, and/or imported into the United States.  
3

4 34. Defendant directly infringed and continues to directly infringe at  
5 least claim 1<sup>3</sup> of the '936 Patent by making, using, selling, offering to sell,  
6 and/or importing into the United States the '936 Patent Accused Products,  
7 which satisfies, literally or under the doctrine of equivalents, each and every  
8 claim limitation of claim 1 of the '936 Patent. The correspondence between  
9 the limitations of claim 1 of the '936 Patent and the Aeotec Home Energy  
10 Meter Gen5 is shown in the exemplary claim chart attached hereto as  
11 Exhibit 6, which is incorporated by reference herein in its entirety.  
12 Adherence to the portions of the Z-Wave Specifications cited in the claim  
13 chart of Exhibit 6 is required for a product to be certified as Z-Wave  
14 compliant. Therefore, each of the '936 Patent Accused Products infringes  
15 claim 1 of the '936 Patent for the same reasons the Aeotec Home Energy  
16 Meter Gen5 infringes the claim. Additional details relating to the '936  
17 Infringing Systems and their infringement are within the possession, custody  
18 or control of Defendant and its customers and users.  
19  
20  
21  
22  
23  
24  
25  
26

---

27 <sup>3</sup> Plaintiff reserves the right to identify additional asserted claims and accused products as this  
28 litigation proceeds. For example, Plaintiff expressly reserves the right to identify additional  
asserted claims and accused products in its infringement contentions to be served during the  
discovery process.

1 35. Plaintiff offers this preliminary identification and description of  
2 infringement without the benefit of discovery or claim construction in this  
3  
4 action, and expressly reserves the right to augment, supplement, and revise  
5 its identification and description of infringement based on additional  
6 information obtained through discovery or otherwise.  
7

8 36. Defendant's acts of infringement involving the '936 Patent have  
9 caused damage to Plaintiff, and Plaintiff is entitled to recover from  
10 Defendant the damages it has sustained as a result of Defendant's wrongful  
11 acts in an amount subject to proof at trial.  
12

13 **COUNT 4: INFRINGEMENT OF U.S. PATENT NO. 8,964,708**

14 37. The allegations set forth in the foregoing paragraphs 1 through  
15 15 are incorporated by reference into this claim for relief.  
16

17 38. On February 24, 2015, U.S. Patent No. 8,964,708 ("the '708  
18 Patent"), entitled "Systems And Methods For Monitoring And Controlling  
19 Remote Devices," was duly and legally issued by the United States Patent  
20 and Trademark Office. A true and correct copy of the '708 Patent is  
21 attached as Exhibit 7. Related U.S. application data is set forth on the face  
22 of the patent.  
23

24 39. Plaintiff is the assignee and owner of the right, title, and interest  
25 in and to the '708 Patent, including the right to assert all causes of action  
26 arising under the '708 Patent and the right to any remedies for infringement  
27 of the '708 Patent.  
28

1           40. Defendant has infringed and continues to infringe the ‘708  
2 Patent under 35 U.S.C. § 271, literally or under the doctrine of equivalents,  
3  
4 by making, using, selling, offering for sale, and/or importing into the United  
5 States, infringing products without authorization (hereafter “the ‘708 Patent  
6 Accused Products”). At a minimum, the ‘708 Patent Accused Products  
7  
8 include all Z-Wave compliant Home Energy Meter, MultiSensor, Switch,  
9 and Garage Door Controller products made, used, sold, offered for sale,  
10 and/or imported into the United States by Aeon Labs as an Original  
11  
12 Equipment Manufacturer for third parties, and all Z-Wave compliant Home  
13 Energy Meter, MultiSensor, Switch, and Garage Door Controller products  
14 made, used, sold, offered for sale, and/or imported into the United States by  
15 Aeon Labs under the Aeotec brand label. Accused Aeotec Products include,  
16 without limitation, Aeotec Multisensor Gen5, Aeotec Multisensor 6, Aeotec  
17 Water Sensor 6, Aeotec Home Energy Meter Gen5, Aeotec Home Energy  
18 Meter G2 1 Phase, Aeotec Micro Switch, Aeotec Micro Smart Switch 2E,  
19 Aeotec Nano Switch, Aeotec Dual Nano Switch, Aeotec Smart Switch  
20 Gen5, Aeotec Smart Switch 6, Aeotec Heavy Duty Smart Switch, Aeotec  
21 Garage Door Controller, and all white-labeled versions of same that are  
22 made, used, sold, offered for sale, and/or imported into the United States.  
23  
24  
25  
26  
27  
28



1 43. Plaintiff requests a jury trial of all issues in this action so triable.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for judgment as follows:

4  
5 A. Declaring that Defendant has infringed the ‘737, ‘588, ‘936,  
6 and ‘708 Patents.

7  
8 B. Awarding damages arising out of Defendant’s infringement of  
9 the ‘737, ‘588, ‘936, and ‘708 Patents to SIPCO, together with prejudgment  
10 and post-judgment interest, in an amount according to proof.

11  
12 C. Awarding attorneys’ fees to SIPCO pursuant to 35 U.S.C. § 285  
13 or as otherwise permitted by law.

14  
15 D. Awarding such other costs and further relief as the Court may  
16 deem just and proper.

17 Dated: September 18, 2018

Respectfully submitted,

18 /s/ Douglas N. Akay

19 DOUGLAS N. AKAY, SBN 131011

20 AKAY LAW

333 Bush Street, Suite 2250

San Francisco, CA 94104

21 Telephone: (415) 764-1999

22 Facsimile: (415) 764-1994

Email: [dnakay@akaylaw.com](mailto:dnakay@akaylaw.com)

23  
24 PAUL J. CRONIN

JAMES C. HALL

25 NUTTER, MCCLENNEN & FISH, LLP

Seaport West, 155 Seaport Blvd.

26 Boston, Massachusetts 02210

Telephone: (617) 439-2000

27 Facsimile: (617) 310-9000

Email: [pcronin@nutter.com](mailto:pcronin@nutter.com)

28 Email: [jhall@nutter.com](mailto:jhall@nutter.com)



1 4042703.1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28