

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

_____	)	
SIPCO LLC,	)	
	)	
Plaintiff,	)	Civil Case No.: 4:18-cv-2689
	)	
v.	)	
	)	
EMERSON ELECTRIC CO. and	)	
ROSEMOUNT INC.	)	<b>JURY TRIAL DEMANDED</b>
	)	
Defendants.	)	
_____	)	

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff SIPCO LLC (“SIPCO” or “Plaintiff”) brings this action for patent infringement against Emerson Electric Co. and Rosemount Inc. (collectively “Emerson” or “Defendants”), and alleges as follows:

**NATURE OF THE ACTION**

1. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*
2. SIPCO seeks injunctive relief and monetary damages for Defendants’ infringement of SIPCO’s United States Patent Nos. 6,914,893, 7,103,511, 8,964,708, and 9,439,126 (collectively, the “Asserted Patents”).

**PARTIES**

3. SIPCO is a limited liability company organized and existing under the laws of the State of Georgia and maintains a place of business at 20638 Duxbury Terrace, Ashburn, Virginia 20147.

4. SIPCO is a research, development, and technology company originally founded by Thomas David Petite and two business partners. Mr. Petite is the inventor of each of the asserted patents and a well-respected innovator and thought leader in the field of wireless mesh technology. *See* Exs. A-B. The United States Patent and Trademark Office has recognized Mr. Petite as an influential inventor in the field of “wireless ad hoc network or Wireless Mesh Technology,” including him in its Inventor Collectible Trading Card Series. Ex. B. Other notable inventors in this series include Thomas Edison, Abraham Lincoln, Nikola Tesla, and Steve Wozniak. U.S. Patent & Trademark Office, *Collectible Cards*, <https://www.uspto.gov/kids/Petite.html> (last modified Oct. 27, 2014). In 2012, then-Under Secretary of Commerce for IP and Director of the USPTO, David Kappos, lauded Mr. Petite as “a highly recognized inventor in the worldwide energy and communications community,” and as possessing “unique genius.” Ex. C.

5. On information and belief, Emerson Electric Co. is a corporation organized and existing under the laws of the State of Missouri, and maintains a place of business at 8000 W. Florissant Ave., St. Louis, Missouri 63136.

6. On information and belief, Rosemount Inc. is an indirect, wholly-owned subsidiary of Emerson Electric Co. and is a corporation organized and existing under the laws of the State of Minnesota, and maintains a place of business at 6021 Innovation Blvd., Shakopee, Minnesota 55379.

#### **JURISDICTION AND VENUE**

7. This Court has federal subject matter jurisdiction over this civil action for patent infringement pursuant to 28 U.S.C. §§ 1331 and 1338(a) because it arises under the patent laws of the United States.

8. This Court has personal jurisdiction over each of Emerson Electric Co. and Rosemount Inc. pursuant to the Texas Long Arm Statute, Tex. Civ. Prac. & Rem. C. § 17.042, and/or constitutional due process.

9. Personal jurisdiction exists over Emerson Electric Co. and Rosemount Inc. because each entity has minimum contacts with this forum as a result of business regularly conducted within Texas and this District, and, on information and belief, as a result of committing the tort of patent infringement in whole or in part in Texas and this District. Each of Emerson Electric Co. and Rosemount Inc. is subject to this Court's personal jurisdiction by virtue of at least: (i) having transacted business or performed a work or service in the State of Texas, (ii) having derived substantial revenue from services or things used or consumed in the State of Texas, including benefits related to the patent infringement causes of action set forth herein, (iii) having placed products or services into the stream of commerce throughout the United States, and/or (iv) having committed at least some of the patent infringement alleged herein in Texas and this District.

10. On information and belief, Emerson Electric Co. imports into the United States, sells for importation into the United States, and/or derives substantial revenue from one or more infringing products sold to customers in Texas including, without limitation, gateways, wireless I/O cards, and remote devices, and components of these devices, such as printed circuit boards and circuit components. On information and belief, Emerson Electric Co. provides product data sheets and assists with the making and/or sale of the infringing wireless infrastructure products by Emerson to customers in Texas. *See, e.g.*, Exs. D-G.

11. On information and belief, Emerson Electric Co. is involved in Emerson's manufacturing, marketing, and/or providing technical support for one or more infringing

products including, without limitation, gateways, wireless I/O cards, and remote devices, and components of these devices, such as printed circuit boards and circuit components. The manufacturing, marketing, and/or technical support for these products is pervasive and widespread, aiding to the widespread adoption and use of the infringing products in the United States, including, on information and belief, in Texas. Indeed, on Emerson's U.S. website (<http://www.emerson.com/resource/blob/proven-solution-data-3721860.jpg>), Emerson boasts that it provides "*an extensive wireless product portfolio*" and that there are "*billions of operating hours and thousands of networks installed worldwide.*"

12. Personal jurisdiction also exists over Emerson Electric Co. because, on information and belief, Emerson operates the Internet website, <http://www.emerson.com/en-us/automation/measurement-instrumentation/wireless-infrastructure>, which is available to and accessed by users, customers, and potential customers of Emerson Electric Co. within this judicial district, sold the infringing wireless infrastructure products, transacted business within the State of Texas, actively infringed and/or induced infringement in Texas, and/or established regular and systematic business contacts within the State of Texas and continue to conduct such business in Texas through the sale of Emerson's wireless products, including its Smart Wireless Solutions products.

13. On information and belief, Rosemount Inc. imports into the United States, sells for importation into the United States, and/or sells after importation into the United States one or more infringing products including, without limitation, gateways, wireless I/O cards, and remote devices, components of these devices such as printed circuit boards and batteries, and/or other related components such as the AMS Trex Device Communicator.

14. Personal jurisdiction also exists over Rosemount Inc. because, on information and belief, Rosemount sold infringing wireless infrastructure products, transacted business within the State of Texas, actively infringed and/or induced infringement in Texas, and/or established regular and systematic business contacts within the State of Texas and continue to conduct such business in Texas through the sale of the infringing wireless products, including the “Rosemount Online Store” and other pages hosted on Emerson’s website. *See, e.g.*, <http://www.emerson.com/en-us/automation/rosemount> (providing resources to “Buy Now,” “Request Quote,” check “Order Status,” obtain “documentation relevant to Rosemount products,” and to learn about available Emerson and Rosemount products); *see also* [https://tools.emerson.com/OA\\_HTML/xxibeRMTHomeLanding.jsp?minisite=10304&respid=80586](https://tools.emerson.com/OA_HTML/xxibeRMTHomeLanding.jsp?minisite=10304&respid=80586) (providing the “Rosemount Online Store” for accessing a “Product Catalog,” including the “Rosemount Measurement Catalog,” and obtaining pricing information on all of the accused Emerson products). On information and belief, this website is available to and accessed by users, customers, and potential customers of Emerson within this judicial district.

15. For example, Emerson has provided wireless solutions to Atlas Pipeline Partners L.P. (Ex. Q), which constructed a pipeline system spanning several counties in South Texas (including Webb, La Salle, McMullen, Live Oak, Bee, Goliad, Dewitt, Refugio, and San Patricio, among other counties) utilizing approximately 500 miles of pipeline) (Ex. SSS). Emerson has also sold and installed digital automation and control systems at BP’s facilities in Texas City, TX, which is BP’s largest global refinery (and the third largest refinery in the US). *See, e.g.*, <https://www.businesswire.com/news/home/20060210005094/en/BP-Awards-Emerson-Major-Automation-Contract-Upgrades>.

16. Accordingly, this Court's jurisdiction over Emerson Electric Co. and Rosemount Inc. comports with the constitutional standards of fair play and substantial justice and arises directly from Emerson Electric Co.'s and Rosemount Inc.'s purposeful minimum contacts with Texas.

17. Venue is proper in this District under 28 U.S.C. §§ 1391(b)-(d) and 1400(b).

18. Each of Emerson Electric Co. and Rosemount Inc. has committed acts of infringement and has a regular and established place of business within the meaning of § 1400(b). Each of Emerson Electric Co. and Rosemount Inc. has a physical place in this judicial district that is a regular and established place of its business.

19. For example, Emerson Electric Co. has regular and established places of business in this judicial district at, for example, 5109 Tanya Ave., Ste. 300, McAllen, TX 78503; 3656 Westchase Dr., Houston, TX 77042; 10241 W Little York Rd., Houston, TX 77040; 10225 Mula Rd., Ste. 130, Stafford, TX 77477; 6100 S International Pkwy., McAllen, TX 78503; 3902 Magnolia St., Pearland, TX 77584; and 2216 Olmo St., San Juan, TX 78589.

20. Rosemount Inc. has regular and established places of business in this judicial district at, for example, 10241 W Little York Rd., Houston, TX 77040; and 12603 Southwest Fwy., Ste. 400 Stafford, TX 77477.

21. Joinder of Emerson Electric Co. and Rosemount Inc. is proper under 35 U.S.C. § 299(a).

22. SIPCO's right to relief against Emerson Electric Co. and Rosemount Inc. arises out of the same series of transactions or occurrences, namely their cooperation in planning, developing, designing, testing, operating, manufacturing, selling, maintaining, marketing, and offering customer support for the wireless mesh networking infringing products.

23. Upon information and belief, to the extent the infringing acts involve activities of Emerson Electric Co. and Rosemount Inc., Defendants' infringement of the Asserted Patents is joint, as there exists a common purpose between Emerson Electric Co. and Rosemount Inc., including relating to the sale and distribution of the Emerson Accused Products to customers, and there is a community of pecuniary interest in that purpose among Defendants, who profit from the delivery and expansion of the Emerson Accused Products.

24. In addition, upon information and belief, Emerson Electric Co. exercises direction or control over Rosemount Inc. with respect to the design, development, manufacture, importation, sale for importation, and/or sale and/or lease after importation of the Emerson Accused Products, by instructing Rosemount Inc. to design, make, program, configure, and/or import the Emerson Accused Products.

#### **THE PATENTS-IN-SUIT**

25. On July 5, 2005, United States Patent No. 6,914,893 ("the '893 patent"), titled "System and Method for Monitoring and Controlling Remote Devices," was duly and legally issued by the United States Patent and Trademark Office to inventor Thomas D. Petite. The '893 patent is based on U.S. Patent Application No. 09/812,044, filed on March 19, 2001. A copy of the '893 patent is attached hereto as Exhibit H.

26. On September 5, 2006, United States Patent No. 7,103,511 ("the '511 patent"), titled "Wireless Communication Networks for Providing Remote Monitoring of Devices," was duly and legally issued by the United States Patent and Trademark Office to inventor Thomas D. Petite. The '511 patent is based on U.S. Patent Application No. 09/925,269, filed on August 9, 2001. An *ex parte* reexamination certificate, US 7,103,511 C1, issued for the '511 patent on October 25, 2011. A copy of the '511 patent is attached hereto as Exhibit I.

27. On February 24, 2015, United States Patent No. 8,964,708 (“the ’708 patent”), titled “Systems and Methods for monitoring and Controlling Remote Devices,” was duly and legally issued by the United States Patent and Trademark Office to inventor Thomas D. Petite. The ’708 patent is based on U.S. Patent Application No. 12/758,590, filed on April 12, 2010. A copy of the ’708 patent is attached hereto as Exhibit J.

28. On September 6, 2016, United States Patent No. 9,439,126 (“the ’126 patent”), titled “Wireless Network Protocol System and Methods,” was duly and legally issued by the United States Patent and Trademark Office to inventor David Petite. The ’126 patent is based on U.S. Patent Application No. 11/814,632, a national stage entry of International Application No. PCT/US2006/002342, filed on January 25, 2006. A copy of the ’126 patent is attached as Exhibit K.

29. The ’708 patent is a continuation of U.S. Patent No. 7,697,492, which in turn is a continuation of the ’893 patent. The ’893 patent and the ’511 patent both claim continuation-in-part priority to U.S. Patent Application No. 09/412,895, issued as U.S. Patent No. 6,218,953. The ’126 patent claims priority to International Application No. PCT/US2006/002342 and U.S. Provisional Application No. 60/646,689 and has the same common inventor — Mr. Petite — as the ’893, ’511, and ’708 patents.

30. SIPCO owns the entire right, title, and interest to the Asserted Patents. *See* Exs. L-O.

### **INFRINGEMENT OF THE ASSERTED PATENTS**

31. Plaintiff repeats and incorporates by reference the above paragraphs as though fully restated herein.

32. On information and belief, Defendants, individually and/or jointly, have infringed, continue to infringe, induced others to infringe, and/or contributed to the infringement

of the '893 patent, the '511 patent, the '708 patent, and the '126 patent by making, using, offering to sell, selling and/or importing into the United States wireless mesh networking products and related components. The infringing products include Emerson's wireless mesh networking gateways, input/output ("I/O") cards, and remote devices integrated with sensors that are adapted to communicate directly and indirectly through other remote devices. With the infringing products, sensor data and command codes are communicated via data packets that follow a communication protocol, known as WirelessHART. Emerson's gateways include a network manager that maintains information on the remote devices and communication paths between the remote devices and the gateway. Each remote device has a unique identifier and collects network statistics that are used to determine the routing of data packets. The infringing products also include specially-made circuit components, batteries, and field communicator devices that are used to configure and implement the infringing products, thereby enabling and causing the infringement of the claims of SIPCO's Asserted Patents in the United States.

33. The infringing products include products made, sold, offered for sale, and/or imported by one of more of Emerson Electric Co. and Rosemount Inc., and related components ("Emerson Accused Products" or "Accused Products").

34. Exemplary Emerson Accused Products include wireless mesh networking gateways and I/O cards including, without limitation, Smart Wireless Gateway 1410A (*see* Ex. R), Smart Wireless Gateway 1410D (*see* Ex. S), Smart Wireless Gateway 1420 (*see* Ex. T), DeltaV Wireless I/O Card (*see* Ex. U), and Smart Wireless Gateway 1552WU (*see* Ex. V), and related components.

35. Exemplary Emerson Accused Products further include wireless mesh networking remote devices: including, without limitation, Emerson 781 Smart Wireless Field Link (*see* Ex.

S), Rosemount 248 Temperature Transmitter (*see* Ex. W), Rosemount 648 Wireless Temperature Transmitter (*see* Ex. X), Rosemount 702 Wireless Discrete Transmitter (*see* Ex. Y), Rosemount 705 Wireless Totalizing Transmitter (*see* Ex. Z), Rosemount 708 Wireless Acoustic Transmitter (*see* Ex. AA), Emerson 775 Smart Wireless THUM Adapter (*see* Ex. BB), Rosemount 2051C Coplanar Pressure Transmitter (*see* Ex. CC), Rosemount 2051T In-line Pressure Transmitter (*see id.*), Rosemount 2051G In-line Pressure Transmitter (*see id.*), Rosemount 2051L Level Transmitter (*see id.*), Rosemount 3051S Coplanar Different, Gage, and/or Absolute Transmitters (*see* Ex. DD), Rosemount 3051S Coplanar Pressure Transmitter (*see id.*), Rosemount 3051S In-line Gage and/or Absolute Transmitters (*see id.*), Rosemount 3051S MultiVariable Transmitter (*see id.*), Rosemount 3051SF DP Flowmeter (*see id.*), Rosemount 3051S Electronic Remote Sensor System (*see id.*), Rosemount 3051S Level Transmitter (*see id.*), Rosemount 2160 Wireless Level Switch (*see* Ex. EE), Rosemount 3308 Series Wireless Guided Wave Radars (*see* Ex. FF), AMS 9420 Wireless Vibration Transmitter (*see* Ex. GG), CSI 9420 Wireless Vibration Transmitter (*see* Ex. HH), Rosemount 928 Wireless Gas Monitor (*see* Ex. II), TopWorx 4310 Wireless Position Monitor (*see* Ex. JJ), Fisher 4320 Wireless Position Monitor (*see* Ex. KK), Rosemount 848T High Density Temperature Measurement Family (*see* Ex. LL), field communicator devices such as the AMS Trex Device Communicator (*see* Ex. MM), and related components.

36. The Emerson Accused Products include wireless mesh networking components including, without limitation, SmartMesh IA-510 PM2510 and/or PM2511 embedded network managers (*see, e.g.,* Ex. NN) and LTP5903-WHR SmartMesh WirelessHART Network Manager (*see* Ex. OO), motes including, without limitation, SmartMesh IA-510 DN2510 Mote-on-Chip

(*see* Ex. PP), LTC5800-WHM (*see* Ex. QQ), LTP5900-WHM (*see* Ex. RR), LTP5901-WHM (*see* Ex. SS), and LTP5902-WHM (*see* Ex. TT) notes; and related components.

37. Exemplary products related to the Emerson Accused Products also include custom, special-purpose wireless mesh networking batteries including, without limitation, 701P SmartPower Module – Black (*see* Ex. UU), 701P SmartPower Module – Green (*see id.*), 701P SmartPower Module – Blue (*see* Ex. VV), and related components.

38. Related components of the Emerson Accused Products include fully or partially completed printed circuit board assemblies, firmware, and software for the manufacture or implementation of the Accused Products in the United States.

39. At least upon notice of the infringement allegations herein regarding the Asserted Patents, each of the Defendants have known about the Asserted Patents and have, individually and/or jointly, directly and/or indirectly infringed and continue to infringe at least claims 1-4, 10 and 19-25 of the '893 patent, claims 1-4, 8-11, 33-35, 44-47, and 56-58 of the '511 patent, claims 1, 2, 5, 8-10, and 16-20 of the '708 patent, and claims 1-12 of the '126 patent, including by contributing to and/or inducing infringement.

40. Also, Emerson has had knowledge of its infringement of the '511 patent at least as early as January 2011, and received further notice of infringement of both the '893 and '511 patents around July 2013. *See* Ex. WW at 7-10. Further, upon information and belief, Emerson had knowledge on or about October 25, 2011 of at least the '893 and '511 patents and the U.S. patent applications that were subsequently allowed and granted as the '708 and '126 patents.

41. Exhibits ZZ, NNN-PPP are exemplary claim charts comparing exemplary independent claims of the Asserted Patents to the Emerson Accused Products. SIPCO incorporates by reference, in its allegations herein, these claim charts.

**COUNT I: INFRINGEMENT OF THE '893 PATENT BY EMERSON**

42. Plaintiff repeats and realleges the above paragraphs, which are incorporated by reference as if fully stated herein.

43. SIPCO is the assignee and lawful owner of the entire right, title, and interest in the Asserted Patents. *See* Exs. L-O.

44. The '893 patent is valid and enforceable.

45. SIPCO has never licensed the Emerson Accused Products under the '893 patent, nor has SIPCO authorized Emerson to make, sell, offer to sell, and/or import the Emerson Accused Products under any claim of the '893 patent.

46. On information and belief, Emerson and its customers have infringed, and are still infringing, the '893 patent in at least this District by making, using, offering to sell, selling, and/or importing the Emerson Accused Products. The Emerson Accused Products infringe at least claims 1 and 19 of the '893 patent (the "Exemplary '893 Claims") literally or by the doctrine of equivalents.

47. On information and belief, Emerson and its customers each directly infringe at least the Exemplary '893 Claims.

48. Emerson and its customers have directly infringed, and continue to directly infringe, at least independent system claim 1 and dependent claims 2-4 and 10 of the '893 patent, by making, using, offering to sell, and/or selling within the United States systems for communicating commands and sensed data between remote devices, as set forth in claim 1, each system comprising one or more of the Accused Emerson products. For example, Emerson and

its customers each make and/or use wireless mesh networks that include Emerson's gateways and/or I/O cards (*e.g.*, the Smart Wireless Gateway 1410A (*see* Ex. R)) to communicate commands to and receive sensed data from Emerson's remote devices (*e.g.*, Rosemount 248 Temperature Transmitter (*see* Ex. W)), in accordance with claim 1. The gateways and/or I/O cards employ network managers (*e.g.*, SmartMesh IA-510 PM2510 (*see* Ex. NN)), and the remote devices employ motes (*e.g.*, SmartMesh IA-510 DN2510 Mote-on-Chip (*see* Ex. PP)), to perform the claimed functionalities. Emerson and its customers each use Emerson's field communicator devices (*e.g.*, AMS Trex Device Communicator (*see* Ex. YY)) to configure and join Emerson's remote devices to the wireless mesh network, in accordance with the claims of the '893 patent. *See, e.g.*, Ex. ZZ ('893 infringement claim chart).

49. Emerson and its customers have also directly infringed, and continue to directly infringe, at least independent system claim 19 and dependent claims 21-25 of the '893 patent, by making and/or using within the United States systems for controlling geographically diverse devices from a central location, as set forth in this claim, each system comprising one or more of the Accused Emerson Products. For example, Emerson and its customers each make and/or use wireless mesh networks that include Emerson's gateways and/or I/O cards (*e.g.*, the Smart Wireless Gateway 1410A (*see* Ex. R)) at a central location from which to control Emerson's remote devices (*e.g.*, Rosemount 248 Temperature Transmitter (*see* Ex. W)) that are geographically diverse, in accordance with claim 19. The gateways and/or I/O cards employ network managers (*e.g.*, SmartMesh IA-510 PM2510 (*see* Ex. NN)), and the remote devices employ SmartPower Module batteries (*e.g.*, 701P SmartPower Module – Green (*see* Ex. UU)) and motes (*e.g.*, SmartMesh IA-510 DN2510 Mote-on-Chip (*see* Ex. PP)), to perform the claimed functionalities. Emerson and its customers each use Emerson's field communicator

devices (*e.g.*, AMS Trex Device Communicator (*see* Ex. YY)) to configure and join Emerson's remote devices to the wireless mesh network, in accordance with the claims of the '893 patent. *See, e.g.*, Ex. ZZ ('893 infringement claim chart).

50. Exhibit ZZ, attached hereto and incorporated here by reference, includes a chart that applies exemplary independent claims 1 and 19 of the '893 patent to representative Emerson Accused Products. As set forth in this chart, the Emerson Accused Products infringe at least the Exemplary '893 Claims. Accordingly, the Emerson Accused Products infringe at least exemplary claims 1 and 19 of the '893 patent.

51. On information and belief, Emerson's actions have and continue to constitute active inducement and contributory infringement of at least the Exemplary Claims of the '893 patent in violation of 35 U.S.C. §§ 271(b) and 271(c).

52. Emerson induces infringement by knowingly and intentionally encouraging and/or aiding its customers to directly infringe the '893 patent. *See* Ex. ZZ. Emerson induces its customers to infringe the '893 patent by selling the Emerson Accused Products, and/or by providing instructions to its customers to encourage and facilitate its customers' use of the Emerson Accused Products in an infringing manner. *See id.*

53. For example, Emerson markets and sells the Accused Products and related services to its customers, works with its customers to implement, install, and operate the Accused Products in wireless mesh networks, publishes product manuals and technical literature, instructs its customers on how to use its infringing products in wireless mesh networks, supports its customers' use of the Accused Products, and provides technical assistance to its customers during their use of the Accused Products. *See, e.g.*, Exs. R-LL (example product data sheets); Ex. AAA (example quick start guide); Ex. BBB (example quick installation guide); Ex. CCC

(example user interface guide); Ex. DDD (product data sheet on AMS Trex WirelessHART Provisioning App to configure the Accused Products); Ex. EEE (AMS Wireless Configurator to deploy and configure wireless networks); Exs. 71, 73, 75 (example case studies to encourage and facilitate its customers to use the Accused Products); Ex. FFF (wireless planning tool); Ex. GGG (Smart Wireless Estimator); Ex. HHH (System Engineering Guidelines: IEC 62591 WirelessHART); Ex. III (Smart Wireless Best Practices Guide); Exs. JJJ-KKK (publications and books explaining WirelessHART); and Ex. LLL (WirelessHART-related lifecycle services, project services, education services).

54. Emerson contributorily infringes at least claims 1 and 19 of the '893 patent by importing into and offering and selling within the United States material components of and for use in practicing the claimed inventions of the '893 patent. Emerson performs these acts of contributory infringement knowing that the components are especially made and adapted for use in an infringing manner, and such components are not a staple article or commodity of commerce suitable for substantial non-infringing use. *See* Ex. ZZ.

55. For example, Emerson's customers make and/or use wireless mesh networks that include Emerson's gateways, I/O cards, and/or remote devices, in accordance with claims 1 and 19 of the '893 patent. *See id.* As an illustration, a major Oil and Gas Company in the United States operates wireless mesh networks that include Emerson's 1410 Gateways, Rosemount 648 Wireless Temperature Transmitters, Rosemount 3051S wireless pressure transmitters, and Rosemount 702 Wireless Discrete Transmitters. *See* Ex. MMM. Each of the Oil and Gas Company's wireless mesh networks constitutes one or more acts of underlying direct infringement that are caused by, for example, using Emerson's gateways, I/O cards, and/or remote devices as components of the infringing wireless mesh networks. *See* Ex. ZZ

(infringement claim charts for the Asserted Patents showing as examples Emerson's Smart Wireless Gateway 1410 and Rosemount 248 Wireless Temperature Transmitter). Emerson's gateways, I/O cards, and/or remote devices are especially made and especially adapted for use in such wireless mesh networks, are not staple articles or commodities of commerce, and are not suitable for substantial non-infringing use.

56. Upon information and belief, Emerson imports into and offers and sells within the United States the Accused Products knowing that they are especially made and adapted for use in an infringing manner with respect to the '893 patent.

57. Emerson's infringement of at least claims 1 and 19 of the '893 patent has caused, and is continuing to cause, damage and irreparable injury to SIPCO and will continue to suffer damage and irreparable injury unless and until Emerson's infringing activities are enjoined by this Court.

58. SIPCO is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271, 281, 283, and 284.

59. Emerson's infringement of the '893 patent has been and continues to be willful and deliberate, justifying a trebling of damages under § 284. Upon information and belief, Emerson's accused actions continue despite an objectively high likelihood that they constitute infringement of the '893 patent.

60. Emerson's infringement of the '893 patent is exceptional and entitles SIPCO to attorneys' fees and costs under § 285.

## **COUNT II: INFRINGEMENT OF THE '511 PATENT BY EMERSON**

61. Plaintiff repeats and realleges the above paragraphs, which are incorporated by reference as if fully stated herein.

62. SIPCO is the assignee and lawful owner of the entire right, title, and interest in the '511 patent. *See* Exs. L-O.

63. The '511 patent is valid and enforceable.

64. SIPCO has never licensed the Emerson Accused Products under the '511 patent, nor has SIPCO authorized Emerson to make, sell, offer to sell, and/or import the Emerson Accused Products under any claim of the '511 patent.

65. On information and belief, Emerson and its customers have infringed, and are still infringing, the '511 patent in at least this District by making, using, offering to sell, selling, and/or importing the Emerson Accused Products that infringe at least independent claims 1, 8 and 44 of the '511 patent (the "Exemplary '511 Claims") literally or by the doctrine of equivalents.

66. On information and belief, Emerson and its customers each directly infringe at least the Exemplary '511 Claims.

67. Emerson and its customers have directly infringed, and continue to directly infringe, at least independent system claim 1 and dependent claims 2, 3, 4, 33, 34, and 35 of the '511 patent, by making, using, offering to sell, and/or selling within the United States wireless communication networks, as set forth in claim 1, each network comprising one or more of the Emerson Accused Products. For example, Emerson and its customers each make and/or use wireless mesh networks that include Emerson's gateways and/or I/O cards (*e.g.*, the Smart Wireless Gateway 1410A (*see* Ex. R)) and Emerson's remote devices (*e.g.*, Rosemount 248 Temperature Transmitter (*see* Ex. W)), in accordance with claim 1 of the '511 patent. The gateways and/or I/O cards employ network managers (*e.g.*, SmartMesh IA-510 PM2510 (*see* Ex. NN)), and the remote devices employ motes (*e.g.*, SmartMesh IA-510 DN2510 Mote-on-

Chip (*see* Ex. PP)), to perform the claimed functionalities. Emerson and its customers each use Emerson's field communicator devices (*e.g.*, AMS Trex Device Communicator (*see* Ex. YY)) to configure and join Emerson's remote devices to the wireless mesh network, in accordance with the claims of the '511 patent. *See, e.g.*, Ex. NNN ('511 infringement claim chart).

68. Emerson and its customers have also directly infringed, and continue to directly infringe, at least independent system claim 8 and dependent claims 9, 10, and 11 of the '511 patent, by making, using, offering to sell, and/or selling within the United States wireless communication networks, as set forth in claim 8 of the '511 patent, the network comprising one or more of the Emerson Accused Products. For example, Emerson and its customers each make and/or use wireless mesh networks that include Emerson's gateways and/or I/O cards (*e.g.*, the Smart Wireless Gateway 1410A (*see* Ex. R)) and Emerson's remote devices (*e.g.*, Rosemount 248 Temperature Transmitter (*see* Ex. W)), in accordance with claim 8 of the '511 patent. The gateways and/or I/O cards employ network managers (*e.g.*, SmartMesh IA-510 PM2510 (*see* Ex. NN)), and the remote devices employ SmartPower Module batteries (*e.g.*, 701P SmartPower Module – Green (*see* Ex. UU)) and motes (*e.g.*, SmartMesh IA-510 DN2510 Mote-on-Chip (*see* Ex. PP)), to perform the claimed functionalities. Emerson and its customers each use Emerson's field communicator devices (*e.g.*, AMS Trex Device Communicator (*see* Ex. YY)) to configure and join Emerson's remote devices to the wireless mesh network, in accordance with claim 8 of the '511 patent. *See, e.g.*, Ex. NNN ('511 infringement claim chart).

69. Emerson and its customers have also directly infringed, and continue to directly infringe, at least independent system claim 44 and dependent claims 45, 46, 47, 56, 57, and 58 of the '511 patent, by making, using, offering to sell, and/or selling within the United States wireless communication networks, as set forth in claim 44 of the '511 patent, each network

comprising one or more of the Emerson Accused Products. For example, Emerson and its customers each make and/or use wireless mesh networks that include Emerson's gateways and/or I/O cards (*e.g.*, the Smart Wireless Gateway 1410A (*see* Ex. R)) and Emerson's remote devices (*e.g.*, Rosemount 248 Temperature Transmitter (*see* Ex. W)), in accordance with claim 44 of the '511 patent. The gateways and/or I/O cards employ network managers (*e.g.*, SmartMesh IA-510 PM2510 (*see* Ex. NN)), and the remote devices employ motes (*e.g.*, SmartMesh IA-510 DN2510 Mote-on-Chip (*see* Ex. PP)), to perform the claimed functionalities. Emerson and its customers each use Emerson's field communicator devices (*e.g.*, AMS Trex Device Communicator (*see* Ex. YY)) to configure and join Emerson's remote devices to the wireless mesh network, in accordance with claim 44 of the '511. *See, e.g.*, Ex. NNN ('511 infringement claim chart).

70. Exhibit NNN attached hereto and incorporated here by reference, includes a chart that applies independent claims 1, 8, and 44 of the '511 patent to representative Emerson Accused Products is attached hereto as Exhibit 104. As set forth in this chart, the Emerson Accused Products infringe at least the Exemplary '511 Claims. Accordingly, the Emerson Accused Products infringe at least exemplary claims 1, 8, and 44 of the '511 patent.

71. On information and belief, Emerson's actions have and continue to constitute active inducement and contributory infringement of at least the Exemplary '511 Claims in violation of 35 U.S.C. §§ 271(b) and 271(c).

72. Emerson induces infringement by knowingly and intentionally encouraging and/or aiding its customers to directly infringe the '511 patent. *See* Ex. ZZ. Emerson induces its customers to infringe the '511 patent by selling the Emerson Accused Products, and/or by providing instructions to its customers to encourage and facilitate its customers' use of the Emerson Accused Products in an infringing manner. *See id.*

73. For example, Emerson markets and sells the Accused Products and related services to its customers, works with its customers to implement, install, and operate the Accused Products in wireless mesh networks, publishes product manuals and technical literature, instructs its customers on how to use the Accused Products in wireless mesh networks, supports its customers' use of the Accused Products, and provides technical assistance to its customers during their use of the Accused Products. *See, e.g.*, Exs. R-LL (example product data sheets); Ex. AAA (example quick start guide); Ex. BBB (example quick installation guide); Ex. CCC (example user interface guide); Ex. DDD (product data sheet on AMS Trex WirelessHART Provisioning App to configure the Accused Products); Ex. EEE (AMS Wireless Configurator to deploy and configure wireless networks); Exs. P, Q, QQQ, RRR and MMM (example case studies to encourage and facilitate its customers to use the Accused Products); Ex. FFF (wireless planning tool); Ex. GGG (Smart Wireless Estimator); Ex. HHH (System Engineering Guidelines: IEC 62591 WirelessHART); Ex. III (Smart Wireless Best Practices Guide); Exs. JJJ-KKK (publications and books explaining WirelessHART); and Ex. LLL (WirelessHART-related lifecycle services, project services, education services).

74. Emerson contributorily infringes at least claims 1, 8, and 44 of the '511 patent by importing into and offering and selling within the United States material components of and for use in practicing the claimed inventions of the '511 patent. Emerson performs these acts of contributory infringement knowing that the components are especially made and adapted for use in an infringing manner, and such components are not a staple article or commodity of commerce suitable for substantial non-infringing use. *See Ex. ZZ.*

75. For example, Emerson's customers make and/or use wireless mesh networks that include Emerson's gateways, I/O cards, and/or remote devices, in accordance with claims 1, 8

and 44 of the '511 patent. *See id.* As an illustration, a major Oil and Gas Company in the United States operates wireless mesh networks that include Emerson's 1410 Gateways, Rosemount 648 Wireless Temperature Transmitters, Rosemount 3051S wireless pressure transmitters, and Rosemount 702 Wireless Discrete Transmitters. *See Ex. MMM.* Each of the Oil and Gas Company's wireless mesh networks constitutes one or more acts of underlying direct infringement that are caused by, for example, using Emerson's gateways, I/O cards, and/or remote devices as components of the infringing wireless mesh networks. *See Ex. ZZ* (infringement claim charts for the Asserted Patents showing as examples Emerson's Smart Wireless Gateway 1410 and Rosemount 248 Wireless Temperature Transmitter). Emerson's gateways, I/O cards, and/or remote devices are especially made and especially adapted for use in such wireless mesh networks, are not staple articles or commodities of commerce, and are not suitable for substantial non-infringing use.

76. Upon information and belief, Emerson imports into and offers and sells within the United States the Accused Products knowing that they are especially made and adapted for use in an infringing manner with respect to the '511 patent.

77. Emerson's infringement of at least claims 1, 8, and 44 of the '511 patent has caused, and is continuing to cause, damage and irreparable injury to SIPCO and will continue to suffer damage and irreparable injury unless and until Emerson's infringing activities are enjoined by this Court.

78. SIPCO is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271, 281, 283, and 284.

79. Emerson's infringement of the '511 patent has been and continues to be willful and deliberate, justifying a trebling of damages under § 284. Upon information and belief,

Emerson's accused actions continue despite an objectively high likelihood that they constitute infringement of the '511 patent.

80. Emerson's infringement of the '511 patent is exceptional and entitles SIPCO to attorneys' fees and costs under § 285.

**COUNT III: INFRINGEMENT OF THE '708 PATENT BY EMERSON**

81. Plaintiff repeats and realleges the above paragraphs, which are incorporated by reference as if fully stated herein.

82. SIPCO is the assignee and lawful owner of the entire right, title, and interest in the '708 patent. *See* Exs. L-O.

83. The '708 patent is valid and enforceable.

84. SIPCO has never licensed the Emerson Accused Products under the '708 patent, nor has SIPCO authorized Emerson to make, sell, offer to sell, and/or import the Emerson Accused Products under any claim of the '708 patent.

85. On information and belief, Emerson and its customers have infringed, and are still infringing, the '708 patent in at least this District by making, using, offering to sell, selling, and/or importing the Emerson Accused Products that infringe at least independent claims 1 and 16 of the '708 patent (the "Exemplary '708 Claims") literally or by the doctrine of equivalents.

86. On information and belief, Emerson and its customers each directly infringe at least the Exemplary '708 Claims.

87. Emerson and its customers have directly infringed, and continue to directly infringe, at least independent apparatus claim 1, and dependent claims 2, 5, 8, 9, and 10 of the '708 patent, by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, one or more Accused Products covered by these claims. For example, Emerson makes and/or uses Emerson's gateways and/or I/O cards (*e.g.*, the Smart

Wireless Gateway 1410A (*see* Ex. D)) and Emerson's remote devices (*e.g.*, Rosemount 248 Temperature Transmitter (*see* Ex. W)), which are configured to operate in accordance with independent claim 1 and dependent claims 2, 5, 8, 9, and 10 of the '708 patent. The Emerson Accused Products include network managers (*e.g.*, SmartMesh IA-510 PM2510 (*see* Ex. NN)) and motes (*e.g.*, SmartMesh IA-510 DN2510 Mote-on-Chip (*see* Ex. PP)) which are configured to operate in accordance with these claims. Further, Emerson's gateways and/or I/O cards employ network managers (*e.g.*, SmartMesh IA-510 PM2510 (*see* Ex. NN)), and Emerson's remote devices employ motes (*e.g.*, SmartMesh IA-510 DN2510 Mote-on-Chip (*see* Ex. PP)), to perform the claimed functionalities. Emerson and its customers each use Emerson's field communicator devices (*e.g.*, AMS Trex Device Communicator (*see* Ex. YY)) to configure and join Emerson's remote devices to the wireless mesh network, to operate in accordance with claim 1, and dependent claims 2, 5, 8, 9, and 10 of the '708 patent. *See, e.g.*, Ex. OOO ('708 infringement claim chart).

88. Emerson and its customers have also directly infringed, and continue to directly infringe, at least independent system claim 16, and dependent claims 17, 18, 19, and 20 of the '708 patent, by making, using, offering to sell, and/or selling within the United States communication systems to communicate command and sensed data between remote devices, as set forth in these claims, each system comprising one or more of the Emerson Accused Products. For example, Emerson and its customers each make and/or use wireless mesh networks that include Emerson's gateways and/or I/O cards (*e.g.*, the Smart Wireless Gateway 1410A (*see* Ex. R)) to communicate commands to and receive sensed data from Emerson's remote devices (*e.g.*, Rosemount 248 Temperature Transmitter (*see* Ex. W)), in accordance with claim 16, and dependent claims 17, 18, 19, and 20 of the '708 patent. The gateways and/or I/O cards employ

network managers (*e.g.*, SmartMesh IA-510 PM2510 (*see* Ex. NN)), and the remote devices employ motes (*e.g.*, SmartMesh IA-510 DN2510 Mote-on-Chip (*see* Ex. PP)), to perform the claimed functionalities. Emerson and its customers each use Emerson's field communicator devices (*e.g.*, AMS Trex Device Communicator (*see* Ex. YY)) to configure and join Emerson's remote devices to the wireless mesh network, in accordance with claim 16, and dependent claims 17, 18, 19, and 20 of the '708 patent. *See, e.g.*, Ex. OOO ('708 infringement claim chart).

89. Exhibit OOO attached hereto and incorporated here by reference, includes a chart that applies exemplary independent claims 1 and 16 of the '708 patent to representative Emerson Accused Products.

90. On information and belief, Emerson's actions have and continue to constitute active inducement and contributory infringement of at least the Exemplary Claims of the '893 patent in violation of 35 U.S.C. §§ 271(b) and 271(c).

91. Emerson induces infringement by knowingly and intentionally encouraging and/or aiding its customers to directly infringe the '708 patent. *See* Ex. ZZ. Emerson induces its customers to infringe the '708 patent by selling the Emerson Accused Products, and/or by providing instructions to its customers to encourage and facilitate its customers' use of the Emerson Accused Products in an infringing manner. *See id.*

92. For example, Emerson markets and sells the Accused Products and related services to its customers, works with its customers to implement, install, and operate the Accused Products in wireless mesh networks, publishes product manuals and technical literature, instructs its customers on how to use the Accused Products in wireless mesh networks, supports its customers' use of the Accused Products, and provides technical assistance to its customers during their use of the Accused Products. *See, e.g.*, Exs. R-LL (example product data sheets);

Ex. AAA (example quick start guide); Ex. BBB (example quick installation guide); Ex. CCC (example user interface guide); Ex. DDD (product data sheet on AMS Trex WirelessHART Provisioning App to configure the Accused Products); Ex. EEE (AMS Wireless Configurator to deploy and configure wireless networks); Exs. P, Q, QQQ, RRR, and MMM (example case studies to encourage and facilitate its customers to use the Accused Products); Ex. FFF (wireless planning tool); Ex. GGG (Smart Wireless Estimator); Ex. HHH (System Engineering Guidelines: IEC 62591 WirelessHART); Ex. III (Smart Wireless Best Practices Guide); Exs. JJJ-KKK (publications and books explaining WirelessHART); and Ex. LLL (WirelessHART-related lifecycle services, project services, education services).

93. Emerson contributorily infringes at least claims 1 and 16 of the '708 patent by importing into and offering and selling within the United States material components of and for use in practicing the claimed inventions of the '708 patent. Emerson performs these acts of contributory infringement knowing that the components are especially made and adapted for use in an infringing manner, and such components are not a staple article or commodity of commerce suitable for substantial non-infringing use. *See Ex. ZZ.*

94. For example, Emerson's customers make and/or use wireless mesh networks that include Emerson's gateways, I/O cards, and/or remote devices, in accordance with claims 1 and 16 of the '708 patent. *See id.* As an illustration, a major Oil and Gas Company in the United States operates wireless mesh networks that include Emerson's 1410 Gateways, Rosemount 648 Wireless Temperature Transmitters, Rosemount 3051S wireless pressure transmitters, and Rosemount 702 Wireless Discrete Transmitters. *See Ex. MMM.* Each of the Oil and Gas Company's wireless mesh networks constitutes one or more acts of underlying direct infringement that are caused by, for example, using Emerson's gateways, I/O cards, and/or

remote devices as components of the infringing wireless mesh networks. *See* Ex. ZZ (infringement claim charts for the Asserted Patents showing as examples Emerson's Smart Wireless Gateway 1410 and Rosemount 248 Wireless Temperature Transmitter). Emerson's gateways, I/O cards, and/or remote devices are especially made and especially adapted for use in such wireless mesh networks, are not staple articles or commodities of commerce, and are not suitable for substantial non-infringing use.

95. Upon information and belief, Emerson imports into and offers and sells within the United States the Accused Products knowing that they are especially made and adapted for use in an infringing manner with respect to the '708 patent.

96. Emerson's infringement of at least claims 1 and 16 of the '708 patent has caused, and is continuing to cause, damage and irreparable injury to SIPCO and will continue to suffer damage and irreparable injury unless and until Emerson's infringing activities are enjoined by this Court.

97. SIPCO is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271, 281, 283, and 284.

98. Emerson's infringement of the '708 patent has been and continues to be willful and deliberate, justifying a trebling of damages under § 284. Upon information and belief, Emerson's accused actions continue despite an objectively high likelihood that they constitute infringement of the '708 patent.

99. Emerson's infringement of the '708 patent is exceptional and entitles SIPCO to attorneys' fees and costs under § 285.

**COUNT IV: INFRINGEMENT OF THE '126 PATENT BY EMERSON**

100. Plaintiff repeats and realleges the above paragraphs, which are incorporated by reference as if fully stated herein.

101. SIPCO is the assignee and lawful owner of the entire right, title, and interest in the '126 patent. *See* Exs. L-O.

102. The '126 patent is valid and enforceable.

103. SIPCO has never licensed the Emerson Accused Products under the '126 patent, nor has SIPCO authorized Emerson to make, sell, offer to sell, and/or import the Emerson Accused Products under any claim of the '126 patent.

104. On information and belief, Emerson and its customers have infringed, and are still infringing, the '126 patent in at least this District by making, using, offering to sell, selling, and/or importing the Emerson Accused Products that infringe at least independent claims 1, 7, and 12 of the '126 patent (the "Exemplary '126 Claims") literally or by the doctrine of equivalents.

105. On information and belief, Emerson and its customers each directly infringe at least the Exemplary '126 Claims.

106. Emerson and its customers have directly infringed, and continue to directly infringe, at least independent system claim 1, and dependent claims 2, 3, 4, 5, and 6 of the '126 patent, by making, using, offering to sell, and/or selling within the United States wireless communication networks having a site controller wirelessly coupled to a plurality of wireless remote devices, as set forth in these claims, each system comprising one or more of the Accused Products. For example, Emerson and its customers each make and/or use wireless mesh networks that include Emerson's gateways and/or I/O cards (*e.g.*, the Smart Wireless Gateway 1410A (*see* Ex. R)) wirelessly coupled to Emerson's remote devices (*e.g.*, Rosemount 248 Temperature Transmitter (*see* Ex. W)), in accordance with independent claim 1, and dependent claims 2, 3, 4, 5, and 6 of the '126 patent. The gateways and/or I/O cards employ network

managers (*e.g.*, SmartMesh IA-510 PM2510 (*see* Ex. NN)), and the remote devices employ motes (*e.g.*, SmartMesh IA-510 DN2510 Mote-on-Chip (*see* Ex. PP)), to perform the claimed functionalities. Emerson and its customers each use Emerson's field communicator devices (*e.g.*, AMS Trex Device Communicator (*see* Ex. YY)) to configure and join Emerson's remote devices to the wireless mesh network, in accordance with independent claim 1, and dependent claims 2, 3, 4, 5, and 6 of the '126 patent. *See, e.g.*, Ex. PPP ('126 infringement claim chart).

107. Emerson and its customers have also directly infringed, and continue to directly infringe, at least independent method claim 7, and dependent claims 8, 9, 10, and 11 of the '126 patent, by using within the United States a method in a wireless network having a site controller and a plurality of remote devices, as set forth in these claims, each network comprising one or more of the Accused Products. For example, Emerson and its customers each operate wireless mesh networks that include Emerson's gateways and/or I/O cards (*e.g.*, the Smart Wireless Gateway 1410A (*see* Ex. R)) and Emerson's remote devices (*e.g.*, Rosemount 248 Temperature Transmitter (*see* Ex. W)), in accordance with this claim. The gateways and/or I/O cards employ network managers (*e.g.*, SmartMesh IA-510 PM2510 (*see* Ex. NN)), and the remote devices employ motes (*e.g.*, SmartMesh IA-510 DN2510 Mote-on-Chip (*see* Ex. PP)), to perform the claimed functionalities. Emerson and its customers each use Emerson's field communicator devices (*e.g.*, AMS Trex Device Communicator (*see* Ex. YY)) to configure and join Emerson's remote devices to operate in the wireless mesh network, in accordance with this claim. *See, e.g.*, Ex. PPP ('126 infringement claim chart).

108. Emerson and its customers have also directly infringed, and continue to directly infringe, at least independent computer-readable medium claim 12 of the '126 patent, by making, using, offering to sell, and/or selling within the United States, and/or importing into the United

States, one or more Accused Products covered by these claims. For example, Emerson makes and/or uses gateways and/or I/O cards (*e.g.*, the Smart Wireless Gateway 1410A (*see* Ex. R)) and remote devices (*e.g.*, Rosemount 248 Temperature Transmitter (*see* Ex. W)), each of which includes a memory having stored thereon instructions that, when executed, direct the product to operate in accordance with this claim. The Accused Emerson Products employ network managers (*e.g.*, SmartMesh IA-510 PM2510 (*see* Ex. NN)) and motes (*e.g.*, SmartMesh IA-510 DN2510 Mote-on-Chip (*see* Ex. PP)), each of which includes a memory having stored thereon instructions that, when executed, direct the product to operate in accordance with this claim. *See, e.g.*, Ex. PPP ('126 infringement claim chart).

109. Exhibit PPP, attached hereto and incorporated here by reference, includes a chart that applies independent claims 1, 7, and 12 of the '126 patent to representative Accused Products.

110. On information and belief, Emerson's actions have and continue to constitute active inducement and contributory infringement of at least the Exemplary Claims of the '126 patent in violation of 35 U.S.C. §§ 271(b) and 271(c).

111. Emerson induces infringement by knowingly and intentionally encouraging and/or aiding its customers to directly infringe the '126 patent. *See* Ex. ZZ. Emerson induces its customers to infringe the '126 patent by selling the Emerson Accused Products, and/or by providing instructions to its customers to encourage and facilitate its customers' use of the Emerson Accused Products in an infringing manner. *See id.*

112. For example, Emerson markets and sells the Accused Products and related services to its customers, works with its customers to implement, install, and operate the Accused Products in wireless mesh networks, publishes product manuals and technical literature,

instructs its customers on how to use the Accused Products in wireless mesh networks, supports its customers' use of the Accused Products, and provides technical assistance to its customers during their use of the Accused Products. *See, e.g.*, Exs. R-LL (example product data sheets); Ex. AAA (example quick start guide); Ex. BBB (example quick installation guide); Ex. CCC (example user interface guide); Ex. DDD (product data sheet on AMS Trex WirelessHART Provisioning App to configure the Accused Products); Ex. EEE (AMS Wireless Configurator to deploy and configure wireless networks); Exs. P, Q, QQQ, RRR, and MMM (example case studies to encourage and facilitate its customers to use the Accused Products); Ex. FFF (wireless planning tool); Ex. GGG (Smart Wireless Estimator); Ex. HHH (System Engineering Guidelines: IEC 62591 WirelessHART); Ex. III (Smart Wireless Best Practices Guide); Exs. JJJ-KKK (publications and books explaining WirelessHART); and Ex. LLL (WirelessHART-related lifecycle services, project services, education services).

113. Emerson contributorily infringes at least claims 1, 7, and 12 of the '126 patent by importing into and offering and selling within the United States material components of and for use in practicing the claimed inventions of the '126 patent. Emerson performs these acts of contributory infringement knowing that the components are especially made and adapted for use in an infringing manner, and such components are not a staple article or commodity of commerce suitable for substantial non-infringing use. *See Ex. ZZ.*

114. For example, Emerson's customers make and/or use wireless mesh networks that include Emerson's gateways, I/O cards, and/or remote devices, in accordance with claims 1, 7, and 12 of the '126 patent. *See id.* As an illustration, a major Oil and Gas Company in the United States operates wireless mesh networks that include Emerson's 1410 Gateways, Rosemount 648 Wireless Temperature Transmitters, Rosemount 3051S wireless pressure transmitters, and

Rosemount 702 Wireless Discrete Transmitters. *See* Ex. MMM. Each of the Oil and Gas Company's wireless mesh networks constitutes one or more acts of underlying direct infringement that are caused by, for example, using Emerson's gateways, I/O cards, and/or remote devices as components of the infringing wireless mesh networks. *See* Ex. ZZ (infringement claim charts for the Asserted Patents showing as examples Emerson's Smart Wireless Gateway 1410 and Rosemount 248 Wireless Temperature Transmitter). Emerson's gateways, I/O cards, and/or remote devices are especially made and especially adapted for use in such wireless mesh networks, are not staple articles or commodities of commerce, and are not suitable for substantial non-infringing use.

115. Upon information and belief, Emerson imports into and offers and sells within the United States the Accused Products knowing that they are especially made and adapted for use in an infringing manner with respect to the '126 patent.

116. Emerson's infringement of at least claims 1, 7, and 12 of the '126 patent has caused, and is continuing to cause, damage and irreparable injury to SIPCO and will continue to suffer damage and irreparable injury unless and until Emerson's infringing activities are enjoined by this Court.

117. SIPCO is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271, 281, 283, and 284.

118. Emerson's infringement of the '126 patent has been and continues to be willful and deliberate, justifying a trebling of damages under § 284. Upon information and belief, Emerson's accused actions continue despite an objectively high likelihood that they constitute infringement of the '126 patent.

119. Emerson's infringement of the '126 patent is exceptional and entitles SIPCO to attorneys' fees and costs under § 285.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for the following relief:

- A. A judgment that the '893, '511, '708, and '126 patents are valid and enforceable;
- B. A judgment that Defendants have infringed one or more claims of the '893 patent and that such infringement has been willful;
- C. A judgment that Defendants have infringed one or more claims of the '511 patent and that such infringement has been willful;
- D. A judgment that Defendants have infringed one or more claims of the '708 patent and that such infringement has been willful;
- E. A judgment that Defendants have infringed one or more claims of the '126 patent and that such infringement has been willful;
- F. A judgment awarding Plaintiff all damages, including treble damages, based on any infringement found to be willful and egregious, pursuant to 35 U.S.C. § 284, together with pre-judgment interest.
- G. An accounting of all infringing sales and revenues, together with post judgment interest and prejudgment interest from the first date of infringement of the '893 patent;
- H. An accounting of all infringing sales and revenues, together with post judgment interest and prejudgment interest from the first date of infringement of the '511 patent;

- I. An accounting of all infringing sales and revenues, together with post judgment interest and prejudgment interest from the first date of infringement of the '708 patent;
- J. An accounting of all infringing sales and revenues, together with post judgment interest and prejudgment interest from the first date of infringement of the '126 patent;
- K. Judgment awarding Plaintiff damages, in the form of lost profits, or in the alternative, not less than a reasonable royalty, together with pre-judgment and post-judgment interest;
- L. Judgment that this case is exceptional and awarding Plaintiffs their attorney fees, expert expenses, and costs, in accordance with 35 U.S.C. §§ 284 and 285 and Rule 54(d) of the Federal Rules of Civil Procedure;
- M. Entry of a preliminary and permanent injunction pursuant to 35 U.S.C. § 283 and Rule 65 of the Federal Rules of Civil Procedure, enjoining Defendants and their officers, agents, attorneys, and employees, and those acting in privacy or concert with them, from any further acts of infringement until the expiration of each of the Asserted patents or until such later date as the Court may determine; and
- N. Awards of such further and other relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff requests a jury trial on any and all issues properly so triable.

Dated: August 3, 2018

Respectfully submitted,

/s/ Roger Brian Craft

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