

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

TRANSDATA, INC.,

Plaintiff,

v.

GENERAL ELECTRIC COMPANY, and
GE ENERGY MANAGEMENT
SERVICES, INC.,

Defendants.

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CIVIL ACTION NO.

JURY TRIAL DEMANDED

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

Plaintiff TransData, Inc., for its complaint against General Electric Company and GE Energy Management Services, Inc., hereby demands a jury trial and alleges as follows:

THE PARTIES

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

2. TransData was founded in 1969, and has been involved in the design and manufacture of power and energy metering products for over 45 years. Specifically, TransData has been active in the design and manufacture of digital solid-state electric meters since approximately 1979 and has brought six generations of solid-state electric meters to market. TransData had its headquarters in Tyler, Texas, from 1987 to 1990 and has been located in suburban-Dallas since 1990.

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

4. Upon information and belief, Defendant General Electric Company (“GE”) is a New York corporation having a place of business at 1 River Road, Schenectady, New York, 12345. GE has appointed CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas, 75201, as its agent for service of process in Texas.

5. Upon information and belief, Defendant GE Energy Management Services, Inc. (“GE Energy” and together with GE, “Defendants”) is a Delaware corporation having a place of business at 1201 Peachtree Street, NE, Fulton, Atlanta, Georgia, 30361. GE Energy has appointed CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas, 75201, as its agent for service of process in Texas.

JURISDICTION

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

7. This Court has personal jurisdiction over Defendants because Defendants have established contacts with the forum—including by voluntarily conducting business and soliciting customers in the State of Texas—and the exercise of jurisdiction over Defendants would not offend the traditional notions of fair play and substantial justice. On information and belief, Defendants have conducted business in Texas by entering into one or more contracts with a resident of Texas, and such contracts require at least one party to perform the contract in whole or in part in Texas. Further, on information and belief, Defendants have committed the tort of patent infringement in Texas by selling infringing electric meters to buyers in Texas.

VENUE

8. Venue is proper in this judicial district under 28 U.S.C. §§ 1391 and/or 1400 because Defendants are subject to personal jurisdiction in this District.

9. Venue is also proper in this District because Defendants regularly conducted business in this District and, upon information and belief, sold and offered for sale infringing electric meters within this District. Moreover, on information and belief, Defendants maintain personnel and/or offices in this District in an effort to promote, market, maintain, and/or sell infringing electric meters in this District and service users of the infringing electric meters who reside in this District.

RELATED CASES

10. The following actions asserting the same patents-in-suit have been consolidated pursuant to 28 U.S.C. § 1407 in the United States District Court for the Western District of Oklahoma, *In re TransData, Inc. Smart Meters Patent Litigation.*, 5:12-ml-02309-C (W.D. Okla. filed Feb. 2, 2012):¹

- *TransData, Inc. v. CenterPoint Energy Hous. Elec., L.L.C.*, 6:10-cv-557-LED-JDL (E.D. Tex. filed Oct. 21, 2010);
- *TransData, Inc. v. Denton Cnty. Elec. Coop., Inc. d/b/a CoServ Elec.*, 6:11-cv-113-LED-JDL (E.D. Tex. filed Mar. 12, 2011);
- *TransData, Inc. v. Tri-County Elec. Coop., Inc.*, No. 6:11-cv-46-LED-JDL (E.D. Tex. filed Jan. 27, 2011);
- *TransData, Inc. v. Ala. Power Co.*, 2:11-cv-635-MHT-TFM (M.D. Ala. filed Aug. 8, 2011);
- *TransData, Inc. v. Ga. Power Co.*, 5:11-cv-305-MTT (M.D. Ga. filed Aug. 8, 2011);
- *TransData, Inc. v. Miss. Power Co.*, 3:11-cv-499-CWR-FKB (S.D. Miss. filed Aug. 8, 2011);
- *TransData, Inc. v. Okla. Gas & Elec. Co.*, 5:11-cv-01032-C (W.D. Okla. filed Sept. 16, 2011);
- *TransData, Inc. v. San Diego Gas & Elec. Co.*, 3:11-cv-2529-DMS-RBB (S.D. Cal. filed Oct. 31, 2011); and

¹ The actions against Alabama Power Company, Georgia Power Company, Mississippi Power Company, and Wisconsin Power & Light Company have been resolved through settlement.

- *TransData, Inc. v. Wis. Power & Light Co.*, 3:11-cv-745-bbc (W.D. Wis. filed Nov. 1, 2011).

11. On information and belief, GE has agreed to indemnify and defend Oklahoma Gas & Electric Company (“Oklahoma GE”) in the above-referenced multi-district litigation. Further, GE controlled and is controlling, or had the opportunity to control, the litigation and defense of the above-referenced multi-district litigation with respect to Oklahoma GE. *See* Exhibits 5, 10, 16.

BACKGROUND OF THE INFRINGING PRODUCTS

12. Defendants have made, used, offered to sell, sold in the United States, and/or imported into the United States, certain electric meters, including various residential electric meters equipped with under-the-glass wireless communication modules and various commercial and industrial electric meters equipped with under-the-glass wireless communication modules (“GE Meters”). The GE Meters include, but are not limited to, the following:

- a. GE I-210 (with or without any optional soft-switches loaded);
- b. GE I-210+ (with or without any optional soft-switches loaded);
- c. GE I-210+RD (with or without any optional soft-switches loaded);
- d. GE I-210+n (with or without any optional soft-switches loaded);
- e. GE I-210+c (with or without any optional soft-switches loaded);
- f. GE I-210+ce (with or without any optional soft-switches loaded);
- g. GE I-210+cn (with or without any optional soft-switches loaded);
- h. GE I-210+cnl (with or without any optional soft-switches loaded);
- i. GE I-210+cRD (with or without any optional soft-switches loaded);
- j. GE KV2c (with or without any optional soft-switches loaded);

- k. GE KV2ce (with or without any optional soft-switches loaded); and
- l. GE KV2c+ (with or without any optional soft-switches loaded).

13. For example, the GE Meters include, but are not limited to, each of the electric meters listed in paragraph 12 above that is equipped with an AMI communication module and antenna(s), including but not limited to an AMI communication module and antenna(s) manufactured by or for GE; GE Energy; Silver Spring Networks, Inc.; Itron, Inc.; SmartSynch, Inc.; Trilliant Holdings, Inc. or any of its subsidiaries; Hunt Technologies, Inc.; Landis+Gyr, Inc.; or Landis+Gyr Technologies, Inc.

14. On information and belief, Defendants have made, used, offered to sell, sold in the United States, and/or imported into the United States more than 25 million infringing GE Meters.

15. TransData has signed multiple licenses to the patents asserted in this Complaint, including at least one license in which the royalty owed to TransData exceeds \$16.00 per meter.

16. At least one GE Meter has an electric meter chassis.

17. At least one GE Meter has a dielectric housing protruding from an electric meter chassis.

18. At least one GE Meter has a circuit board rack.

19. At least one GE Meter has a wireless communication circuit for communicating meter information.

20. The wireless communication circuit of at least one GE Meter is located within an electric meter chassis.

21. At least one GE Meter has electric meter circuitry.

22. The electric meter circuitry of at least one GE Meter is located in a circuit board rack within said electric meter chassis.

23. At least one GE Meter has a wireless communication circuit coupled to or couplable to electric meter circuitry.

24. At least one GE Meter has an antenna located within the dielectric housing.

25. The antenna or antennas of the at least one GE Meter is or are coupled to a wireless communication circuit.

26. The antenna or antennas of the at least one GE Meter includes antenna elements adapted to transmit and receive electromagnetic radiation.

27. The antenna elements of at least one GE Meter allow electric meter circuitry to communicate wirelessly through the dielectric housing.

28. At least one GE Meter has a balance circuit coupled to or couplable to both an antenna and an unbalanced output port of the wireless communication circuit. The balance circuit of at least one GE Meter balances an impedance of the unbalanced output port to balance the antenna.

29. At least one GE Meter communicates or is capable of communicating information relating to energy usage.

30. At least one GE Meter communicates or is capable of communicating information relating to power demand.

31. At least one GE Meter communicates or is capable of communicating information relating to power factor.

32. At least one GE Meter communicates or is capable of communicating information relating to time of use.

33. At least one GE Meter communicates or is capable of communicating information relating to interval recordings of energy usage.

34. At least one GE Meter communicates or is capable of communicating power quality information.

35. At least one GE Meter communicates or is capable of communicating power outage information.

36. At least one GE Meter communicates or is capable of communicating site analysis information.

37. At least one GE Meter communicates or is capable of communicating diagnostic information.

38. At least one GE Meter communicates or is capable of communicating meter billing information.

39. At least one GE Meter is capable of accepting remotely generated operation commands.

40. At least one GE Meter has a capacitively backed up power supply.

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

41. TransData realleges and incorporates by reference the allegations in paragraphs 1 through 40 of this Complaint as though fully set forth herein.

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

43. The '294 patent was subject to three *ex parte* reexamination procedures in the United States Patent and Trademark Office ("PTO"). The first *ex parte* reexamination of the '294 patent concluded on August 14, 2012, with a Reexamination Certificate confirming the patentability of claims 17-30 and of claims 1-16 as amended. A copy of the Reexamination Certificate for the '294 patent from the first *ex parte* reexamination is attached hereto as Exhibit 2. The second *ex parte* reexamination of the '294 patent concluded on April 27, 2015, with a Reexamination Certificate confirming the patentability of claims 17-20 and 22-29 (claims 1-16, 21, and 30 were not reexamined). A copy of the Reexamination Certificate for the '294 patent from the second *ex parte* reexamination is attached hereto as Exhibit 3. The third *ex parte* reexamination of the '294 patent concluded on January 14, 2015, when the *ex parte* reexamination was denied. A copy of the Order Denying Request for *Ex Parte* Reexamination of the '294 patent in the third *ex parte* reexamination is attached hereto as Exhibit 4.

44. GE also petitioned the Patent Trial and Appeal Board ("PTAB") for *inter partes* review of the '294 patent. The PTAB denied institution of *inter partes* review of the '294 patent on March 2, 2015. A public version of the PTAB's Decision Denying Institution of *Inter Partes* Review of the '294 patent, dated April 15, 2014, is attached hereto as Exhibit 5 ("'294 IPR Decision"). In the '294 IPR Decision, the PTAB held that a "privy of [GE] was served with a complaint alleging infringement of the '294 patent more than one year before the Petition was filed. Accordingly, we do not institute *inter partes* review." Exhibit 5 at 2-3. The PTAB further determined that Oklahoma GE—a defendant in the above-referenced multi-district litigation involving the '294 patent—was a privy of GE because GE had the opportunity to exercise control over Oklahoma GE's defense in the multi-district litigation. *Id.* at 9-13.

45. TransData has complied with the requirements of 35 U.S.C. § 287 and marks its products by identifying the '294 patent on its electric meters that are covered by the '294 patent.

46. The '294 patent is valid and enforceable.

47. Defendants have infringed at least claim 17 of the '294 patent by making, using, offering to sell, and/or selling in the United States, and/or importing into the United States, certain electric meters, including, but not limited to, various of the GE Meters.

48. Defendants' infringement of the '294 patent has injured TransData, and TransData is entitled to recover damages adequate to compensate it for Defendants' infringement, which in no event can be less than a reasonable royalty.

49. Upon information and belief, Defendants' infringement was willful because Defendants made, offered for sale, and sold the GE Meters despite an objectively high likelihood that their actions constituted infringement of a valid patent, and Defendants knew or should have known of such risk when they infringed the '294 patent.

50. As a result of GE's defense and indemnification of Oklahoma GE in the above-referenced multi-district litigation and its control or opportunity to control the defense of Oklahoma GE in that litigation, Defendants were aware (i) of the '294 patent and its validity and (ii) that the GE Meters infringe the '294 patent.

51. For example, as a result of GE's defense and indemnification of Oklahoma GE in the above-referenced multi-district litigation and its control or opportunity to control the defense of Oklahoma GE in that litigation, Defendants knew that the court in that litigation issued more than one claim construction order that negatively impacted Oklahoma GE's non-infringement and invalidity contentions relating to the '294 patent and that such decisions rendered Oklahoma GE without a reasonable non-infringement or invalidity defense.

52. In addition, as a result of GE's defense and indemnification of Oklahoma GE in the above-referenced multi-district litigation and its control or opportunity to control the defense of Oklahoma GE in that litigation, Defendants knew that the court in that litigation rejected the vast majority of Oklahoma GE's prior art cited to allege that the '294 patent was invalid. Thereafter, Defendants also knew that the only remaining prior art references cited against the '294 patent available to Oklahoma GE had been expressly considered and rejected by the PTO on multiple occasions in the *ex parte* reexamination proceedings described above.

53. In each instance that the PTO reexamined the '294 patent, the PTO reconfirmed the '294 patent.

54. Despite this knowledge, Defendants continued their infringement of the '294 patent without authority and in deliberate disregard for TransData's patent rights.

55. Thus, pursuant to 35 U.S.C. § 284, the Court should award TransData treble damages as a result of Defendants' willful infringement.

56. Defendants' infringement of the '294 patent is exceptional. Thus, pursuant to 35 U.S.C. § 285, TransData is entitled to recover from Defendants its reasonable attorneys' fees and costs incurred in prosecuting this action.

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

57. TransData realleges and incorporates by reference the allegations in paragraphs 1 through 56 of this Complaint as though fully set forth herein.

58. United States patent no. 6,462,713 ("713 patent"), entitled "Antenna for Electric Meter and Method of Manufacturing Thereof," was duly and legally issued on October 8, 2002. The '713 patent was duly and legally assigned to TransData, and TransData owns and has full

rights to sue and recover damages for infringement of the '713 patent. A copy of the '713 patent is attached hereto as Exhibit 6.

59. The '713 patent was subject to three *ex parte* reexamination procedures in the PTO. The first *ex parte* reexamination concluded on August 7, 2012, with a Reexamination Certificate confirming the patentability of claims 1-27. A copy of the Reexamination Certificate for the '713 patent from the first *ex parte* reexamination is attached hereto as Exhibit 7. The second *ex parte* reexamination concluded on May 11, 2015, with a Reexamination Certificate confirming the patentability of claims 1, 2, 5-7, 15, 16, and 18-26 (claims 3, 4, 8-14, 17, and 27 were not reexamined). A copy of the Reexamination Certificate for the '713 patent from the second *ex parte* reexamination is attached hereto as Exhibit 8. The third *ex parte* reexamination of the '713 patent concluded on January 14, 2015, when the *ex parte* reexamination was denied. A copy of the Order Denying Request for *Ex Parte* Reexamination of the '713 patent in the third *ex parte* reexamination is attached hereto as Exhibit 9.

60. GE also petitioned the PTAB for *inter partes* review of the '713 patent. The PTAB denied institution of *inter partes* review of the '713 patent on March 2, 2015. A public version of the PTAB's Decision Denying Institution of *Inter Partes* Review of the '713 patent, dated April 15, 2015, is attached hereto as Exhibit 10 ("713 IPR Decision"). In the '713 IPR Decision, the PTAB held that a "privy of [GE] was served with a complaint alleging infringement of the '713 patent more than one year before the Petition was filed. Accordingly, we do not institute *inter partes* review." Exhibit 10 at 2-3. The PTAB further determined that Oklahoma GE—a defendant in the above-referenced multi-district litigation involving the '713 patent—was a privy of GE because GE had the opportunity to exercise control over Oklahoma GE's defense in the multi-district litigation. *Id.* at 9-13.

61. TransData has complied with the requirements of 35 U.S.C. § 287 and marks its products by identifying the '713 patent on its electric meters that are covered by the '713 patent.

62. The '713 patent is valid and enforceable.

63. Defendants have infringed at least claim 15 of the '713 patent by making, using, offering to sell, and/or selling in the United States, and/or importing into the United States, certain electric meters, including, but not limited to, various of the GE Meters.

64. Defendants' infringement of the '713 patent has injured TransData, and TransData is entitled to recover damages adequate to compensate it for Defendants' infringement, which in no event can be less than a reasonable royalty.

65. Upon information and belief, Defendants' infringement was willful because Defendants made, offered for sale, and sold the GE Meters despite an objectively high likelihood that their actions constituted infringement of a valid patent, and Defendants knew or should have known of such risk when they infringed the '713 patent. As a result of GE's defense and indemnification of Oklahoma GE in the above-referenced multi-district litigation and its control or opportunity to control the defense of Oklahoma GE in that litigation, Defendants were aware (i) of the '713 patent and its validity and (ii) that the GE Meters infringe the '713 patent.

66. For example, as a result of GE's defense and indemnification of Oklahoma GE in the above-referenced multi-district litigation and its control or opportunity to control the defense of Oklahoma GE in that litigation, Defendants knew that the court in that litigation issued more than one claim construction order that negatively impacted Oklahoma GE's non-infringement and invalidity contentions relating to the '713 patent and that such decisions rendered Oklahoma GE without a reasonable non-infringement or invalidity defense.

67. In addition, as a result of GE's defense and indemnification of Oklahoma GE in the above-referenced multi-district litigation and its control or opportunity to control the defense of Oklahoma GE in that litigation, Defendants knew that the court in that litigation rejected the vast majority of Oklahoma GE's prior art cited to allege that the '713 patent was invalid. Thereafter, Defendants also knew that the only remaining prior art references cited against the '713 patent available to Oklahoma GE had been expressly considered and rejected by the PTO on multiple occasions in the *ex parte* reexamination proceedings described above.

68. In each instance that the PTO reexamined the '713 patent, the PTO reconfirmed the '713 patent without requiring amendment.

69. Despite this knowledge, Defendants continued their infringement of the '713 patent without authority and in deliberate disregard for TransData's patent rights.

70. Thus, pursuant to 35 U.S.C. § 284, the Court should award TransData treble damages as a result of Defendants' willful infringement.

71. Defendants' infringement of the '713 patent is exceptional. Thus, pursuant to 35 U.S.C. § 285, TransData is entitled to recover from Defendants its reasonable attorneys' fees and costs incurred in prosecuting this action.

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

72. TransData realleges and incorporates by reference the allegations in paragraphs 1 through 71 of this Complaint as though fully set forth herein.

73. United States patent no. 6,903,699 ("'699 patent"), entitled "Wireless Communication Device for Electric Meter and Method of Manufacture Thereof," was duly and legally issued on June 7, 2005. The '699 patent was duly and legally assigned to TransData,

and TransData owns and has full rights to sue and recover damages for infringement of the '699 patent. A copy of the '699 patent is attached hereto as Exhibit 11.

74. The '699 patent was subject to four *ex parte* reexamination procedures in the PTO. The first *ex parte* reexamination concluded on June 19, 2012, with a Reexamination Certificate confirming the patentability of claims 1, 3, 5, 8, 10-11, and 16 and adding new claims 21-53. A copy of the Reexamination Certificate for the '699 patent from the first *ex parte* reexamination is attached hereto as Exhibit 12. The second *ex parte* reexamination of the '699 patent concluded on November 5, 2011, when the petition from denial of *ex parte* reexamination request was denied. A copy of the Order Denying Petition Under 37 C.F.R. § 1.515 from Denial of *Ex Parte* Reexamination Request of the '699 patent in the second *ex parte* reexamination is attached hereto as Exhibit 13. The third *ex parte* reexamination concluded on May 13, 2015, with a Reexamination Certificate confirming the patentability of claims 1, 3, 5, and 16 (claims 8, 10, 11, and 21-53 were not reexamined). A copy of the Reexamination Certificate for the '699 patent from the third *ex parte* reexamination is attached hereto as Exhibit 14. The fourth *ex parte* reexamination of the '699 patent concluded on January 14, 2015, when the *ex parte* reexamination was denied. A copy of the Order Denying Request for *Ex Parte* Reexamination of the '699 patent in the fourth *ex parte* reexamination is attached hereto as Exhibit 15.

75. GE also petitioned the PTAB for *inter partes* review of the '699 patent. The PTAB denied institution of *inter partes* review of the '699 patent on March 2, 2015. A public version of the PTAB's Decision Denying Institution of *Inter Partes* Review of the '699 patent, dated April 15, 2015, is attached hereto as Exhibit 16 ("'699 IPR Decision"). In the '699 IPR Decision, the PTAB held that a "privy of [GE] was served with a complaint alleging

infringement of the '699 patent more than one year before the Petition was filed. Accordingly, we do not institute *inter partes* review.” Exhibit 16 at 2-3. The PTAB further determined that Oklahoma GE—a defendant in the above-referenced multi-district litigation involving the '699 patent—was a privy of GE because GE had the opportunity to exercise control over Oklahoma GE's defense in the multi-district litigation. *Id.* at 9-13.

76. TransData has complied with the requirements of 35 U.S.C. § 287 and marks its products by identifying the '699 patent on its electric meters that are covered by the '699 patent.

77. The '699 patent is valid and enforceable.

78. Defendants have infringed at least claim 16 of the '699 patent by making, using, offering to sell, and/or selling in the United States, and/or importing into the United States, certain electric meters, including, but not limited to, various of the GE Meters.

79. Defendants' infringement of the '699 patent has injured TransData, and TransData is entitled to recover damages adequate to compensate it for Defendants' infringement, which in no event can be less than a reasonable royalty.

80. Upon information and belief, Defendants' infringement was willful because Defendants made, offered for sale, and sold the GE Meters despite an objectively high likelihood that their actions constituted infringement of a valid patent, and Defendants knew or should have known of such risk when they infringed the '699 patent. As a result of GE's defense and indemnification of Oklahoma GE in the above-referenced multi-district litigation and its control or opportunity to control the defense of Oklahoma GE in that litigation, Defendants were aware (i) of the '699 patent and its validity and (ii) that the GE Meters infringe the '699 patent.

81. For example, as a result of GE's defense and indemnification of Oklahoma GE in the above-referenced multi-district litigation and its control or opportunity to control the defense of Oklahoma GE in that litigation, Defendants knew that the court in that litigation issued more than one claim construction order that negatively impacted Oklahoma GE's non-infringement and invalidity contentions relating to the '699 patent and that such decisions rendered Oklahoma GE without a reasonable non-infringement or invalidity defense.

82. In addition, as a result of GE's defense and indemnification of Oklahoma GE in the above-referenced multi-district litigation and its control or opportunity to control the defense of Oklahoma GE in that litigation, Defendants knew that the court in that litigation rejected the vast majority of Oklahoma GE's prior art cited to allege that the '699 patent was invalid. Thereafter, Defendants also knew that the only remaining prior art references cited against the '699 patent available to Oklahoma GE had been expressly considered and rejected by the PTO on multiple occasions in the *ex parte* reexamination proceedings described above.

83. In each instance that the PTO reexamined the '699 patent, the PTO reconfirmed the '699 patent without requiring amendment.

84. Despite this knowledge, Defendants continued their infringement of the '699 patent without authority and in deliberate disregard for TransData's patent rights.

85. Thus, pursuant to 35 U.S.C. § 284, the Court should award TransData treble damages as a result of Defendants' willful infringement.

86. Defendants' infringement of the '699 patent is exceptional. Thus, pursuant to 35 U.S.C. § 285, TransData is entitled to recover from Defendants its reasonable attorneys' fees and costs incurred in prosecuting this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff TransData respectfully requests that judgment be entered in favor of TransData and against Defendants General Electric Company and GE Energy Management Services, Inc. and further prays that the Court grant the following relief to TransData:

1. A judgment that Defendants have infringed the '294 patent, the '713 patent, and the '699 patent;
2. A judgment that Defendants' infringement of the '294 patent, the '713 patent, and the '699 patent was willful, and an award of treble damages as a result of Defendants' willful infringement;
3. An award of all damages adequate to compensate TransData for Defendants' infringement, such damages to be determined by a jury and, if necessary, an accounting of all damages;
4. An award of prejudgment and post-judgment interest to TransData pursuant to 35 U.S.C. § 284;
5. A declaration that this case is exceptional under 35 U.S.C. § 285 and an award of the reasonable attorneys' fees, costs, and expenses incurred by TransData in this action;
6. Entry of a permanent injunction pursuant to 35 U.S.C. § 283 enjoining each of Defendants and their respective officers, directors, servants, consultants, managers, employees, agents, attorneys, successors, assigns, affiliates, subsidiaries, and all persons in active concert or participation with any of them, from infringement and inducing infringement of the '294 patent, the

'713 patent, and the '699 patent, including but not limited to making, using, offering to sell, selling, or importing any products that infringe or products that perform the patented processes set forth in the '294 patent, the '713 patent, and the '699 patent; and

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

JURY DEMAND

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

Dated: September 11, 2015

Respectfully submitted,

/s/ Jamie McDole

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