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Endeavor MeshTech, Inc.*

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ENDEAVOR MESHTECH, INC.,

Plaintiff,

v.

ERICSSON, INC.,
BELAIR NETWORKS, CORP., and
BELAIR NETWORKS, INC
Defendants.

ECF CASE

CIVIL ACTION NO. _____

JURY TRIAL DEMANDED

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff Endeavor MeshTech, Inc. (hereinafter, "Plaintiff" or "Endeavor"), by and through its undersigned counsel, files this Original Complaint for Patent Infringement against Ericsson, Inc., BelAir Networks, Inc., and BelAir Networks, Corp. (each a Defendant, and collectively, "Defendants" or "Ericsson") as follows:

NATURE OF THE ACTION

1. This is a patent infringement action to stop Defendants' infringement of Plaintiff's United States Patent Nos. 7,379,981 (hereinafter, the "'981 Patent"), 8,700,749 (hereinafter, the "'749 Patent"), and 8,855,019 (hereinafter, the "'019 Patent") (collectively, the "Patents-in-Suit"),

copies of which are attached hereto as **Exhibits A, B and C**, respectively. Plaintiff is the owner of the Patents-in-Suit. Plaintiff seeks injunctive relief and monetary damages.

PARTIES

2. Endeavor is a corporation organized and existing under the laws of the State of Delaware and maintains its principal place of business at 3140 Broadway, 46th Floor, New York, New York, 10005 (New York County).

3. Based upon public information, Defendant Ericsson Inc. is a Delaware corporation with the registered agent National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware 19904. Ericsson Inc. maintains its principal office at 6300 Legacy Drive, Plano, Texas 75024. Ericsson has been registered to do business in New York since April 24, 1992, and has a registered agent in New York of Capitol Services, Inc., 1218 Central Avenue, Suite 100, Albany, New York, 12205. Ericsson acquired BelAir in 2012, with the acquisition announced as being complete on April 2, 2012. Based upon public information, Ericsson acquired 100% stake of BelAir and Ericsson still services BelAir's customers and sells BelAir products.

4. Based upon public information, Defendant BelAir Networks Inc. is a Canadian corporation with a registered office at 8400 Decarie Boulevard, Mount-Royal, Quebec H4P 2N2, Canada. BelAir Networks Inc. lists its headquarters at 603 March Road, Kanata, Ontario K2K 2M5, Canada. BelAir Networks Inc. also lists its office at 3800 Concorde Parkway, Suite 1500, Chantilly, Virginia 20151.

5. Based upon public information, Defendant BelAir Networks, Corp. is a Delaware corporation with the registered agent The Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, Delaware 19801. BelAir Networks, Corp. was also registered in

Virginia (the current status is listed as “Revoked”) as a foreign corporation with its principal office at 3800 Concorde Parkway, Suite 1500, Chantilly, Virginia 20151. The 2010 Annual Report filed with the Commonwealth of Virginia lists the directors and principal officers of BelAir Networks, Corp. at 603 March Road, Kanata, Ontario K2K 2M5, Canada.

6. Based upon public information, Defendants ship, distribute, make, use, offer for sale, sell, and/or advertise their products under the Ericsson SGN 3200 Family of communication products, including the SGN 3200 Smart Grid Node, SGN 3260 Smart Grid Indoor Mini Node, the SGN 3280 Smart Grid Micro Node, Ericsson Smart Grid Node Manager, and Smart Grid Node Manager Single Server. See Exhibit D.

JURISDICTION AND VENUE

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

8. The Court has personal jurisdiction over Defendants because: Defendants have minimum contacts within the State of New York and in the Southern District of New York; Defendants have purposefully availed itself of the privileges of conducting business in the State of New York and in the Southern District of New York; Defendants have sought protection and benefit from the laws of the State of New York; Defendants regularly conduct business within the State of New York and within the Southern District of New York, and Plaintiff’s causes of action arise directly from Defendants’ business contacts and other activities in the State of New York and in the Southern District of New York.

9. More specifically, Defendants, directly and/or through their intermediaries, ship, distribute, make, use, import, offer for sale, sell, and/or advertise their products and affiliated services in the United States, the State of New York, and the Southern District of New York. Based upon public information, Defendants have committed patent infringement in the State of New York and in the Southern District of New York. Defendants solicit customers in the State of New York and in the Southern District of New York. Defendants have many paying customers who are residents of the State of New York and the Southern District of New York and who use Defendants' products in the State of New York and in the Southern District of New York.

10. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. §§ 1391 and 1400(b).

BACKGROUND INFORMATION

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

12. Based upon public information, Defendants own, operate, advertise, and/or control the website www.ericsson.com, through which Defendants advertise, sell, offer to sell, provide and/or educate customers about their products and services, including but not limited to the following products (collectively, the "Accused Products and Services"): Ericsson SGN 3200 Family of communication products, including the SGN 3200 Smart Grid Node, SGN 3260 Smart

Grid Indoor Mini Node, SGN 3280 Smart Grid Micro Node, Ericsson Smart Grid Node Manager, and Smart Grid Node Manager Single Server, and all other previous iterations of such product platform and products, including, upon information and belief, the Ericsson SON product line and BelAir Networks' GigXone™ System. Evidence obtained from Defendants' website regarding these products is provided in **Exhibits D through I**.

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

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

14. Plaintiff is informed and believes that Defendants have infringed and continue to infringe the '981 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the Ericsson Smart Grid Network product brand, including the SGN 3200 Smart Grid Node, SGN 3260 Smart Grid Indoor Mini Node, and the SGN 3280 Smart Grid Micro Node (the "SGN Nodes"). Based upon public information, Defendants have infringed and continue to infringe at least Claim 1 of the '981 Patent because they ship distribute, make, use, import, offer for sale, sell, and/or advertise devices that form a self-configuring wireless network that incorporates a group of virtual network nodes ("SGN Nodes") coupled to a gateway (either the Ericsson Smart Grid Node Manager and Smart Grid Node Manager Single Server, each a "SGN Gateway") to provide a communication access point between the nodes and an external network, including at least the Accused Products and Services. Defendants' Accused Products and Services are available for sale on its website and through various retailers located in this district and throughout the United States. See, e.g., Exhibits D through I.

15. Based upon public information, Defendants have intentionally induced and continue to induce infringement of one or more claims of the '981 Patent in this district and elsewhere in the United States, by their intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Defendants' customers to use the Accused Products and Services in an infringing manner. Despite knowledge of the '981 Patent as early as the date of service of the Original Complaint in this action, Defendants, based upon public information, continues to encourage, instruct, enable, and otherwise cause their customers to use its products and services, in a manner which infringes the '981 Patent as explained in Paragraph 14. Based upon public information, Defendants' source of revenue and business focus is the provision of and sale of the Accused Products and Services. Based upon public information, Defendants have specifically intended their customers to use its products and services in such a way that infringes the '981 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing their customers on how to use them in an infringing manner, at least through information available on Defendants' website including information brochures, promotional material, and contact information. See e.g. Exhibits D through I. Specifically, Defendants offer design services to select, deploy and integrate Defendants' products to assist its customers in establishing and using mesh systems. See e.g. Exhibits D through I. Based upon public information, Defendants knew that their actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by their customers by continuing to sell, support, and instruct their customers on using the Accused Products and Services.

16. Defendants' aforesaid activities have been without authority and/or license from Plaintiff.

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

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

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

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

20. Plaintiff is informed and believes that Defendants have infringed and continue to infringe the '749 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the Ericsson Smart Grid Network product brand, including the SGN 3200 Smart Grid Node, SGN 3260 Smart Grid Indoor Mini Node, and the SGN 3280 Smart Grid Micro Node (the "SGN Nodes"). Based upon public information, Defendants have infringed and continue to infringe at least Claim 1 of the '749 Patent because they ship distribute, make, use, import, offer for sale, sell, and/or advertise devices that form a self-configuring wireless network that incorporates a group of virtual network nodes ("SGN Nodes") coupled to a gateway (either the Ericsson Smart Grid Node Manager and Smart Grid Node Manager Single Server, each a "SGN Gateway") to provide a communication access point between the nodes and an external network, including at least the Accused Products and Services.

Defendants' Accused Products and Services are available for sale on their website and through various retailers located in this district and throughout the United States. See, e.g., Exhibits D through I.

21. Based upon public information, Defendants have intentionally induced and continue to induce infringement of one or more claims of the '749 Patent in this district and elsewhere in the United States, by their intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Defendants' customers to use the Accused Products and Services in an infringing manner. Despite knowledge of the '749 Patent as early as the date of service of the Original Complaint in this action, Defendants, based upon public information, continue to encourage, instruct, enable, and otherwise cause their customers to use its products and services, in a manner which infringes the '749 Patent as explained in Paragraph 20. Based upon public information, Defendants' source of revenue and business focus is the provision of and sale of the Accused Products and Services. Based upon public information, Defendants have specifically intended their customers to use its products and services in such a way that infringes the '749 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing their customers on how to use them in an infringing manner, at least through information available on Defendants' website including information brochures, promotional material, and contact information. See e.g., Exhibits D through I. Specifically, Defendants offer design services to select, deploy and integrate Defendants' products to assist their customers in establishing and using mesh systems. See e.g., Exhibits D through I. Based upon public information, Defendants knew that their actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce

infringement by their customers by continuing to sell, support, and instruct their customers on using the Accused Products and Services.

22. Defendants' aforesaid activities have been without authority and/or license from Plaintiff.

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

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

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

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

26. Plaintiff is informed and believes that Defendants have infringed and continue to infringe the '019 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the Ericsson Smart Grid Network product brand, including the SGN 3200 Smart Grid Node, SGN 3260 Smart Grid Indoor Mini Node, and the SGN 3280 Smart Grid Micro Node (the "SGN Nodes"). Based upon public information, Defendants have infringed and continue to infringe at least Claim 1 of the '019 Patent because they ships distribute, make, use, import, offer for sale, sell, and/or advertise devices that form a self-configuring wireless network that incorporates a group of virtual network nodes ("SGN Nodes") coupled to a gateway (either the Ericsson Smart Grid Node Manager and Smart Grid Node

Manager Single Server, each a “SGN Gateway”) to provide a communication access point between the nodes and an external network, including at least the Accused Products and Services. Defendants’ Accused Products and Services are available for sale on their website and through various retailers located in this district and throughout the United States. See, e.g., Exhibits D through I.

27. Based upon public information, Defendants have intentionally induced and continue to induce infringement of one or more claims of the ’019 Patent in this district and elsewhere in the United States, by their intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Defendants’ customers to use the Accused Products and Services in an infringing manner. Despite knowledge of the ’019 Patent as early as the date of service of the Original Complaint in this action, Defendants, based upon public information, continues to encourage, instruct, enable, and otherwise cause their customers to use its products and services, in a manner which infringes the ’019 Patent as explained in Paragraph 26. Based upon public information, Defendants’ source of revenue and business focus is the provision of and sale of the Accused Products and Services. Based upon public information, Defendants have specifically intended their customers to use their products and services in such a way that infringes the ’019 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing their customers on how to use them in an infringing manner, at least through information available on Defendants’ website including information brochures, promotional material, and contact information. See e.g. Exhibits D through I. Specifically, Defendants offer design services to select, deploy and integrate Defendants’ products to assist their customers in establishing and using mesh systems. See e.g. Exhibits D through I. Based upon

public information, Defendants knew that their actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by their customers by continuing to sell, support, and instruct their customers on using the Accused Products and Services.

28. Defendants' aforesaid activities have been without authority and/or license from Plaintiff.

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

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

JURY DEMAND

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

PRAYER FOR RELIEF

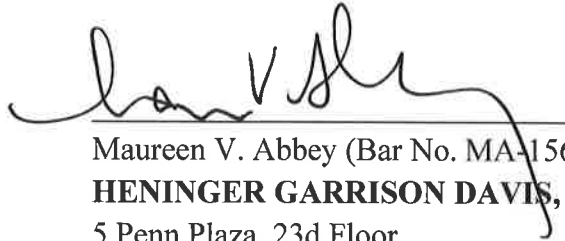
32. Plaintiff respectfully requests the following relief:

- A. An adjudication that one or more claims of the Patents-in-Suit has been infringed, either literally and/or under the doctrine of equivalents, by the Defendant;
- B. An adjudication that Defendants have induced infringement of one or more claims of the Patents-in-Suit;

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

Dated: March 22, 2016

Respectfully submitted,



Maureen V. Abbey (Bar No. MA-1562, N.Y.)

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