

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

LITES OUT, LLC,)	
)	
Plaintiff,)	Civil Action No. 4:17-cv-192
)	
v.)	JURY TRIAL DEMANDED
)	
)	
OUTDOORLINK, INC.; OUTDOORLINK)	
SERVICES, INC.,)	
)	
Defendants.)	

ORIGINAL COMPLAINT

Plaintiff Lites Out, LLC, by and through its undersigned counsel, files this Original Complaint against OutdoorLink, Inc. and OutdoorLink Services, Inc. and alleges:

PARTIES

1. Plaintiff Lites Out, LLC (“Lites Out”), is a Texas limited liability company having a principal place of business at 1723 E. Southlake Blvd. Ste. 220, Southlake TX 76092. Lites Out was formed in 2004 and is based in Texas. Lites Out provides innovative lighting installation, maintenance and repair solutions for the commercial, industrial and retail businesses.
2. Upon information and belief, Defendants OutdoorLink, Inc. and OutdoorLink Services, Inc. (collectively “OutdoorLink” or “Defendants” unless otherwise specified) are both Alabama Corporations with stated places of business at 3058 Leeman Ferry Road, Huntsville, Alabama 35801.

3. OutdoorLink, Inc. can be served via its registered agent for service of process, Charles Jennings with an address of 3058 Leeman Ferry Road, Huntsville, Alabama 35801, or on a principal officer of the company at the place of business.

4. OutdoorLink Services, Inc. can be served via its registered agent for service of process, Terry Kennamer with an address of 3058 Leeman Ferry Road, Huntsville, Alabama 35801, or on a principal officer of the company at the place of business.

5. OutdoorLink sells and services remote wireless lighting controls for extensive outdoor lighting on properties and billboards.

6. OutdoorLink conducts business and sells its consumer wireless lighting control systems and services (“Accused Technology”) throughout the United States, including in this district, via websites, including, but not limited to, at www.outdoorlinkinc.com and through various distributors. The Accused Technology include the “Smartlink” system and services which enable OutdoorLink clients to use the Accused Technology.

JURISDICTION AND VENUE

7. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§1331 and 1338(a).

8. This Court has personal jurisdiction over OutdoorLink because OutdoorLink has had, and continues to have, regular and systematic contacts with the State of Texas and within this judicial district, including at least a portion of the infringement alleged herein, by selling and/or offering to sell products and services which infringe the patents at issue in this case, and/or by conducting other business within this judicial district. Further, this Court has personal jurisdiction over OutdoorLink because OutdoorLink has used, offered for sale, and/or sold

infringing products and services and placed such infringing products and services in the stream of commerce with the expectation that such infringing products would be used, offered for sale, and/or sold within the State of Texas and this judicial district. Further, this Court has personal jurisdiction over OutdoorLink because OutdoorLink has conducted substantial business in this state, including at least a portion of the infringement alleged herein and regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods provided to or sold to individuals in Texas and this Judicial District.

9. Upon information and belief, this Court has personal jurisdiction over OutdoorLink because Plaintiff's patent infringement claims against OutdoorLink arise from OutdoorLink's acts of infringement in Texas. These acts include selling or offering for sale infringing products in the State of Texas, placing infringing products into the stream of commerce through an established distribution channel with full awareness that substantial quantities of products have been shipped into the State of Texas and causing Plaintiff harm in this judicial district.

10. Venue is proper in this District under 28 U.S.C. §§1391 and 1400. Upon information and belief, OutdoorLink committed and/or induced acts of patent infringement in this District described above sufficient to subject them to personal jurisdiction in this District if the district were a separate State. Further, upon information and belief OutdoorLink conducts substantial business directly and/or through third parties or agents in this judicial district by selling and/or offering for sale infringing products, and/or by conducting other business in this judicial district. Upon information and belief OutdoorLink has transacted business in this District, and has committed and/or induced acts of patent infringement in this District described above sufficient to subject it to personal jurisdiction in this District if the district were a separate State.

JOINDER

11. Joinder of Defendants is proper under 35 U.S.C. §299 because the right to relief asserted against Defendants jointly relates to the making, using, selling or offering to sell accused products.

OUTDOORLINK'S ACCUSED TECHNOLOGY

12. OutdoorLink offers a cellular system, referred to as the SmartLink™ System, which remotely controls and monitors billboard lighting applications. OutdoorLink states that over 60,000 SmartLink systems have been installed to date.

13. The SmartLink system uses a web-based interface as well as cellular technology to monitor and control billboards and other lighting situations in real time. Lights of the billboards can be turned off, for example, to save energy. Additionally, outdoor lighting on commercial properties such as parking lots and warehouses can also be monitored and controlled.

14. The SmartLink system allows several billboards to be monitored at once, recording the status. The figure below is a screenshot of the web-based "Home Screen" from the user manual.

Plant # 6 - Lamar / Wichita Falls, TX

Alarm Summary

Alarm Count	Loss Of Power	Power Restored	Tamper	Relay 1 Bulb Fault	Relay 2 Bulb Fault	Relay 3 Bulb Fault	Relay 4 Bulb Fault	Relay 1 No Current	Relay 2 No Current	Relay 3 No Current	Relay 4 No Current	Bad Neutral	Ballast Fault 1	Ballast Fault 2	Ballast Fault 3	Ballast Fault 4	Solar Generator
1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Structure

Structure	Address	ICCID #	Communication Status	Maintenance	R1	R2	R3	R4	Action
600009	CENTRAL FREEWAY EAST @ JASPER W/S	8901650907002641959	ONLINE	NONE	101	102			NONE
600010	25-1201-3769-I-44 @ KENLEY	8901650907002650901	ONLINE	NONE	181	182			NONE
600015	2214 JACKSBORO HIGHWAY N/O CENTRAL FRWY	8901650907002953487	ONLINE	NONE	242 243				NONE
600021	SOUTHWEST PARKWAY E/O PROFESSIONAL DRIVE	8901650907002641256	ONLINE	NONE	391	401			NONE
600022	CENTRAL FREEWAY N/O MAURINE ST EXIT	8901650907002953040	ONLINE	NONE	421	422	423		NONE
600034	W/S HWY 287 .5 MI S/O JACKSBORO HWY P#1	8901650907002648624	ONLINE	NONE	8110		8111		NONE
600043					692		691		

<<http://smartlink.outdoorlinkinc.com/docs/SmartLinkWebsiteUserManual.pdf>>, page 5; Ex. A at p. 5.

15. OutdoorLink provides a maintenance report, reproduced below from page 7 of the manual which is a live report of all active alarms.

Maintenance Report

Maintenance Report for Plant # 32 - Lamar / Gulfport, MS

Maintenance Date	Structure #	Panel #	ICCID	Address	Status	Maintenance	Power Outage	Bulb Outage	No Current	No Neutral	Latitude	Longitude
2011-05-30	3200031	5080	8901650907007354467	W/S US 49 S/O 21ST STREET	ONLINE	Electrician Required	NO	NONE	R1	NO	30.37555	-89.09283
2011-05-30	3200085	7918/7919	8901650907007354327	S/S PASS RD W/O WASHINGTON AVE F/E	ONLINE	Electrician Required-Short	NO	R1	R2, R3, R4	NO	30.39129	-89.05296
2011-05-30	3200091	6282/6283/6284	8901650907007365844	S/S US 90 W/O DEL A POINTE RD F/W #3	ONLINE	Electrician Required	NO	NONE	R1	NO	30.38449	-88.61750
2011-05-30	3200139	6489/6490/6491/6492	8901650907002640720	W/S CENTRAL AVE AT 7TH ST F/S #1	ONLINE	NONE	NO	R2	R3, R4	NO	30.44291	-88.90009
2011-05-30	3200187	7604/7605	8901650907007365364	S/S US 90 E/O VANCEAVE RD F/E	ONLINE	NONE	NO	NONE	R2	NO	30.40950	-88.77509
2011-05-30	3200207	7904/7905	8901650907003390531	E/S HWY 603 S/O BAYOU LACROIX F/N L B	ONLINE	NONE	NO	NONE	R3	NO	30.32960	-89.42417
2011-05-30	3200289	8043/8044	8988216710003289081	E/S HWY 49 N/O JOHN HILL BLVD F/S	ONLINE	NONE	NO	NONE	R3	NO	30.39860	-89.09220
2011-05-30	3200290	8045/8046	8901650907002947745	N/S I-10 E/O MENGE AVE #3 F/W	ONLINE	NONE	NO	NONE	R2	NO	30.40372	-89.23851
2011-05-30	3200321	8573/8574	8988216710003281989	N/S I-10 2000' E/O HWY 57	ONLINE	NONE	NO	NONE	R2	NO	30.43790	-88.70710
2011-05-30	3200383	7058	8901650907007367899	S/S Hwy 43 .3 mi W/O I-59	ONLINE	NONE	NO	NONE	R2, R3, R4	NO	30.51741	-89.66875
2011-05-30	3200424	8320/8321/8322/8323	8901650907002639730	N/S I-10 .5 MILES W/O 613 F/E	ONLINE	NONE	NO	NONE	R4	NO	30.44016	-88.53776
2011-05-30	3200427	8327/8328	8988216710003283613	N/S I-10 .7 MILES E/O 57 F/W	ONLINE	NONE	NO	NONE	R1, R3	NO	30.43660	-88.70550
2011-05-30	3200450	8389	8901650907003390606	W/S HWY 49 S MCENRY # 10 F/N	ONLINE	NONE	NO	NONE	R2, R3, R4	NO	30.69408	-89.13521
2011-05-30	3200542	8512/8513	8901650907002651628	W/S I-10 .8 MILE S/O I-10	ONLINE	NONE	NO	NONE	R1, R2	NO	30.44250	-88.80506
2011-05-30	3200571	9297/9298	8901650907002643716	S/S 90 E/O BYRD DRIVE F/W	ONLINE	NONE	NO	NONE	R1	NO	30.41609	-88.81135
2011-05-26	3200610	8500/8501	8901650907006791545	N/S I-10 E/O MENGE AVE #4	ONLINE	NONE	NO	NONE	R1	NO	30.40528	-89.22977
2011-04-26	3200282	8030	8901650907003399318	S/S I-10 E/O FRANKLIN CREEK RD F/E	OFFLINE	No Utility Side Power	NO	NONE	R2, R3	NO	30.46892	-88.41292
2011-04-19	3200536	8457/8458	8901650907003403284	E/S HWY 49 N/O POLK ST	ONLINE	Structure Removed	NO	NONE	NONE	NO	30.40906	-89.09309
2011-04-19	3200585	9322/9323	8988216710500819562	N/S I-10 E/O CANAL RD #2	OFFLINE	No Utility Side Power	NO	NONE	NONE	NO	30.42501	-89.12941
2011-04-18	3200618	9436	8988216710500815909	S/S I-10 W/O WOOL-MARKET EXIT #2 F/W	ONLINE	No Utility Side Power	NO	NONE	NONE	NO	30.45888	-88.98135
2011-04-14	3200154	8359	8988216710500570611	N/S I-10 1000' E/O FRANKLIN CRK	OFFLINE	No Utility Side Power	NO	NONE	NONE	NO	30.46960	-88.41207
2011-04-14	3200617	9435	8988216710500571197	S/S I-10 .3 MILE W/O HWY 609 EXIT 50	ONLINE	No Utility Side Power	NO	NONE	NONE	NO	30.45431	-88.84944
2011-04-13	3200559	9270/9271	8988216710500571528	S/S I-10 W/O MENGE AVE EXIT 34	OFFLINE	No Utility Side Power	YES	NONE	NONE	NO	30.40264	-89.25468
2011-04-12	3200431	8337/8525	8988216710500845385	W/S HWY 603 1.1 MI S/O I-10 F/S	ONLINE	Electrician Required-Bad Load Center	NO	NONE	NONE	NO	30.33050	-89.42842

<<http://smartlink.outdoorlinkinc.com/docs/SmartLinkWebsiteUserManual.pdf>>, page 7; Ex. A at p. 7.

16. SmartLink allows users to monitor and change the status of a billboard or light. SmartLink also allows the status to be changed. For example, on the below screen, the user can set the time that lights are on or off for a given billboard.

Schedule

Plant # 146 - Lamar / Huntsville, AL

Panel Search: 91022 [Search] [Reset]

Advanced Search: Structure # [] Address [] ICCID # [] [Search] [Reset]

Alarm Summary																	
	Loss Of Power	Power Restored	Tamper	Relay 1 Bulb Fault	Relay 2 Bulb Fault	Relay 3 Bulb Fault	Relay 4 Bulb Fault	Relay 1 No Current	Relay 2 No Current	Relay 3 No Current	Relay 4 No Current	Bad Neutral	Ballast 1 Fault	Ballast 2 Fault	Ballast 3 Fault	Ballast 4 Fault	Solar Generator
Alarm Count	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Structure #	Address	ICCID #	Communication Status	Maintenance	R1	R2	R3	R4	Action
14600420	1-565 SL W/O TRIANA BLVD @ 8TH STREET	8901650907002631687	ONLINE	NONE	91022	91023	91022	91023	NONE

Copyright (c) 2009-2011 OutdoorLink, Inc. All rights reserved. Version 1.0 <http://smartlink.outdoorlinkinc.com>

Communication Status
must be **ONLINE** to change
schedule

Hit the **Schedule** button under the
Panel # you want to change schedule

Associated Relay

<<http://smartlink.outdoorlinkinc.com/docs/SmartLinkWebsiteUserManual.pdf>>, page 14; Ex. A.
at p. 14.

17. The SmartLink System uses a receiver operable to receive wireless cellular signals. A controller can then process the requests and determine operating conditions of a billboard.

COUNT I INFRINGEMENT OF U.S. PATENT NO. 7,501,941

18. Plaintiff incorporates paragraphs 1 through 17 as if fully set forth herein.

19. Plaintiff is the owner by assignment of United States Patent No. 7,501,941 (“the ‘941 Patent”) titled “Managing Advertising Devices”. The ‘941 Patent issued on March 10, 2009. A copy of the ‘941 Patent is attached hereto as Exhibit B.

20. OutdoorLink has been and/or is now infringing at least claim 11 of the ‘941 Patent in Texas, in this Judicial District and elsewhere in the United States under 35 U.S.C. §271(a), by, among other things, directly or through intermediaries making, using, importing, providing,

supplying, distributing, selling and/or offering for sale products and systems, including without limitation the SmartLink System. As shown above, and in the below screenshot from Defendant Outdoorlink's Website, the SmartLink System is a receiver operable to receive wireless signals. The system further includes a controller operable to process the requests and determine operating conditions associated with an advertising device in accordance with those requests. The apparatus is further assign a cellular phone number and a network address.

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Outdoor Advertising

A System of Success
OutdoorLink®, Inc. features the SmartLink™ System, a cellular M2M controller system designed to remotely control and monitor billboard lighting applications. Over 60,000 systems have been installed to date.

SmartLink™ has the following features:

1. Web Based Interface.
2. 3G cellular technology controls 4 separate faces independently.
3. Automatic Network Time.
4. Exact Sunrise / Sunset based on GPS coordinates.
5. Multiple custom schedules per face.
6. Turn off unsold faces remotely which eliminates wasted energy.
7. Monitoring Alerts are Real Time
8. Various alarm notifications such as, Loss of Power, Power Restore, Tamper, Bulb Outage, No Current and Bad Neutral.
9. [Proof of performance reports to validate nightly illumination.](#)
10. Easily integrates with charting system to streamline operations.
11. 24/7 Customer Support.
12. Reduces Unnecessary Service Calls.

SmartLink™ is sold individually with volume pricing available and installation can also be arranged. Monthly fees are available in 3, 5 and 10-year contracts.

CLIENT LOGIN
CLIENT SUPPORT
VISIT OUR SHOWROOM
SMARTLINK LICENSE AGREEMENT

f t in

Use Our Calculator To
See How Much Energy
You Can Save

<<http://www.outdoorlinkinc.com/base/public/static/outdooradvertising>>

21. Defendants are directly infringing, either literally or under the doctrine of equivalents, pursuant to 35 U.S.C. §271(a) by, among other things, directly or through intermediaries making, using importing, providing supplying, distributing, selling and/or offering for sale, installation and use the SmartLink System.

22. Should the SmartLink System be found not to literally infringe the asserted claims of the '941 patent, the SmartLink System would nevertheless infringe the asserted claims of the '941. More specifically, the accused System performs substantially the same function (monitoring and controlling), in substantially the same way, to yield substantially the same result (monitoring and controlling lighting and billboards). Thus, Defendants would be liable for direct infringement under the doctrine of equivalents.

23. In addition, or in the alternative, Defendants are or have been indirectly infringing one or more claims of the '941 Patent, including claim 11, by inducing third parties, including without limitation manufacturers, resellers, developers, customers and end users of the SmartLink System to directly infringe the '941 Patent in violation of 35 U.S.C. §271(b), with specific knowledge of the '941 patent and with specific intent to encourage infringement, knowingly inducing consumers to use articles and methods that Defendants know or should know infringe one or more claims of the '941 patent.

24. In addition, or in the alternative, Defendants are or have been indirectly infringing one or more claims of the '941 Patent, including claim 11, in this judicial district by, among other things, contributing to the direct infringement by others including, without limitation customers using the SmartLink System, by making, offering to sell, selling and/or importing into the United States, a component of a patented machine, manufacture or combination, or an apparatus for use in practicing a patented process, constituting a material part of the invention,

knowing the same to be especially made or especially adapted for use in infringing the '941 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

25. The SmartLink System is a material part of the claimed invention and upon information and belief is not a staple article or commodity of commerce suitable for substantial non-infringing use. Defendants are, therefore, liable for infringement under 35 U.S.C. § 271(c).

26. Defendants will have been on notice of the '941 Patent since, at the latest, the service upon this complaint upon Defendants. By the time of trial, Defendants will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of one or more claims of the '941 Patent, including claim 11.

27. With this knowledge of the '941 Patent, Defendants intend for their manufacturers, resellers, developers, customers and end users to make, use or sell the SmartLink System in its normal and customary manner and know, or is willfully blind, that by doing so these parties will directly infringe one or more of the '941 Patent claims.

28. In violation of 35 U.S.C. §271(c), Defendants are or have been indirectly infringing one or more claims of the '941 Patent by contributing to the infringement of the '941 Patent by third parties using the SmartLink System in the normal and customary manner, including without limitation manufacturers, resellers, developers, customers and end users of the SmartLink System, to directly infringe the '941 Patent.

29. Defendants' past and continued infringement of the '941 Patent has damaged and will continue to damage Plaintiff.

30. As a result of Defendants' acts of patent infringement, Plaintiff has suffered actual and consequential damages; however, Plaintiff does not yet know the full extent of the

infringement and its extent cannot be ascertained except through discovery and special accounting. To the fullest extent permitted by law, Plaintiff seeks recovery of damages at least for reasonable royalties, unjust enrichment and benefits received by Defendant as a result of the infringement.

31. Plaintiff further seeks any other damages to which it is entitled under law or in equity, including enhanced damages pursuant to 35 U.S.C. §284.

32. Plaintiff is entitled to recover reasonable and necessary attorneys' fees under 35 U.S.C. §285 or applicable law.

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 8,497,773

33. Plaintiff incorporates paragraphs 1 through 32 as if fully set forth herein.

34. Plaintiff is the owner by assignment of United States Patent No. 8,497,773 ("the '773 Patent") titled "Managing Advertising Devices". The '773 Patent issued on July 30, 2013. A copy of the '773 Patent is attached hereto as Exhibit C.

35. OutdoorLink has been and/or is now infringing at least claim 18 of the '773 Patent in Texas, in this Judicial District and elsewhere in the United States under 35 U.S.C. §271(a), by, among other things, directly or through intermediaries making, using, importing, providing, supplying, distributing, selling and/or offering for sale products and systems, including without limitation the SmartLink System. As shown above, and in the below screenshot from Defendant Outdoorlink's Website, the SmartLink System has a processor, can receive operating conditions from a plurality of billboards, determine a configuration file associated with one of the plurality of billboards, determine a status of one of the billboards, and communicate an alert relating to the billboard. Furthermore, the system includes a wireless transceiver to wireless transmit the

operating conditions. The system can further communicate an alert which includes information representative of the operating conditions of one of the billboards.

The screenshot shows the SmartLink website. The header features the SmartLink logo (Powered by OutdoorLink®) and the tagline "Control the Lights. Enjoy the Power™." Below the header is a navigation bar with links: HOME, OUTDOOR ADVERTISING, COMMERCIAL APPLICATIONS, NEWS, CASE HISTORIES, ABOUT US, and CONTACT US. The main content area is titled "Outdoor Advertising" and includes a section "A System of Success" describing the SmartLink™ System. It lists 12 features of the system, such as "Web Based Interface," "3G cellular technology controls 4 separate faces independently," and "Automatic Network Time." A sidebar on the right contains links for "CLIENT LOGIN," "CLIENT SUPPORT," "VISIT OUR SHOWROOM," and "SMARTLINK LICENSE AGREEMENT." Below the sidebar are social media icons for Facebook, Twitter, and LinkedIn, followed by a calculator icon and the text "Use Our Calculator To See How Much Energy You Can Save." At the bottom, it states "SmartLink™ is sold individually with volume pricing available and installation can also be arranged. Monthly fees are available in 3, 5 and 10-year contracts."

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Outdoor Advertising

A System of Success
OutdoorLink®, Inc. features the SmartLink™ System, a cellular M2M controller system designed to remotely control and monitor billboard lighting applications. Over 60,000 systems have been installed to date.

SmartLink™ has the following features:

1. Web Based Interface.
2. 3G cellular technology controls 4 separate faces independently.
3. Automatic Network Time.
4. Exact Sunrise / Sunset based on GPS coordinates.
5. Multiple custom schedules per face.
6. Turn off unsold faces remotely which eliminates wasted energy.
7. Monitoring Alerts are Real Time
8. Various alarm notifications such as, Loss of Power, Power Restore, Tamper, Bulb Outage, No Current and Bad Neutral.
9. Proof of performance reports to validate nightly illumination.
10. Easily integrates with charting system to streamline operations.
11. 24/7 Customer Support.
12. Reduces Unnecessary Service Calls.

SmartLink™ is sold individually with volume pricing available and installation can also be arranged. Monthly fees are available in 3, 5 and 10-year contracts.

CLIENT LOGIN
CLIENT SUPPORT
VISIT OUR SHOWROOM
SMARTLINK LICENSE AGREEMENT

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Use Our Calculator To
See How Much Energy
You Can Save

<<http://www.outdoorlinkinc.com/base/public/static/outdooradvertising>>

36. Defendants are directly infringing, either literally or under the doctrine of equivalents, pursuant to 35 U.S.C. §271(a) by, among other things, directly or through intermediaries making, using importing, providing supplying, distributing, selling and/or offering for sale, installation and use the SmartLink System.

37. Should the SmartLink System be found not to literally infringe the asserted claims of the ‘773 patent, the SmartLink System would nevertheless infringe the asserted claims of the ‘773. More specifically, the accused System performs substantially the same function (monitoring and controlling), in substantially the same way, to yield substantially the same result (monitoring and controlling lighting and billboards). Thus, Defendants would be liable for direct infringement under the doctrine of equivalents.

38. In addition, or in the alternative, Defendants are or have been indirectly infringing one or more claims of the ‘773 Patent, including claim 18, by inducing third parties, including without limitation manufacturers, resellers, developers, customers and end users of the SmartLink System to directly infringe the ‘773 Patent in violation of 35 U.S.C. §271(b), with specific knowledge of the ‘773 patent and with specific intent to encourage infringement, knowingly inducing consumers to use articles and methods that Defendants know or should know infringe one or more claims of the ‘773 patent.

39. In addition, or in the alternative, Defendants are or have been indirectly infringing one or more claims of the ‘773 Patent, including claim 18, in this judicial district by, among other things, contributing to the direct infringement by others including, without limitation customers using the SmartLink System, by making, offering to sell, selling and/or importing into the United States, a component of a patented machine, manufacture or combination, or an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the ‘773 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

40. The SmartLink System is a material part of the claimed invention and upon information and belief is not a stable article or commodity of commerce suitable for substantial non-infringing use. Defendants are, therefore, liable for infringement under 35 U.S.C. § 271(c).

41. Defendants will have been on notice of the '773 Patent since, at the latest, the service upon this complaint upon Defendants. By the time of trial, Defendants will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of one or more claims of the '773 Patent, including claim 18.

42. With this knowledge of the '773 Patent, Defendants intend for their manufacturers, resellers, developers, customers and end users to make, use or sell the SmartLink System in its normal and customary manner and know, or is willfully blind, that by doing so these parties will directly infringe one or more of the '773 Patent claims.

43. In violation of 35 U.S.C. §271(c), Defendants are or have been indirectly infringing one or more claims of the '773 Patent by contributing to the infringement of the '773 Patent by third parties using the SmartLink System in the normal and customary manner, including without limitation manufacturers, resellers, developers, customers and end users of the SmartLink System, to directly infringe the '773 Patent.

44. Defendants' past and continued infringement of the '773 Patent has damaged and will continue to damage Plaintiff.

45. As a result of Defendants' acts of patent infringement, Plaintiff has suffered actual and consequential damages; however, Plaintiff does not yet know the full extent of the infringement and its extent cannot be ascertained except through discovery and special accounting. To the fullest extent permitted by law, Plaintiff seeks recovery of damages at least

for reasonable royalties, unjust enrichment and benefits received by Defendant as a result of the infringement.

46. Plaintiff further seeks any other damages to which it is entitled under law or in equity, including enhanced damages pursuant to 35 U.S.C. §284.

47. Plaintiff is entitled to recover reasonable and necessary attorneys' fees under 35 U.S.C. §285 or applicable law.

COUNT III
INFRINGEMENT OF U.S. PATENT NO. 8,912,898

48. Plaintiff incorporates paragraphs 1 through 47 as if fully set forth herein.

49. Plaintiff is the owner by assignment of United States Patent No. 8,912,898 ("the '898 Patent") titled "Managing Advertising Devices". The '898 Patent issued on December 16, 2014. A copy of the '898 Patent is attached hereto as Exhibit D.

50. OutdoorLink has been and/or is now infringing at least claim 18 of the '898 Patent in Texas, in this Judicial District and elsewhere in the United States under 35 U.S.C. §271(a), by, among other things, directly or through intermediaries making, using, importing, providing, supplying, distributing, selling and/or offering for sale products and systems, including without limitation the SmartLink System. As shown above, and in the below screenshot from Defendant Outdoorlink's Website, the SmartLink System comprises a processor with memory, and the ability to determine a status of one of a plurality of billboards (monitoring and alert capability), communicate an alert over a wireless network, whereby the alert includes information of the current operating conditions of one of the billboards.

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SmartLink™ has the following features:

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3. Automatic Network Time.
4. Exact Sunrise / Sunset based on GPS coordinates.
5. Multiple custom schedules per face.
6. Turn off unsold faces remotely which eliminates wasted energy.
7. Monitoring Alerts are Real Time
8. Various alarm notifications such as, Loss of Power, Power Restore, Tamper, Bulb Outage, No Current and Bad Neutral.
9. [Proof of performance reports to validate nightly illumination.](#)
10. Easily integrates with charting system to streamline operations.
11. 24/7 Customer Support.
12. Reduces Unnecessary Service Calls.

SmartLink™ is sold individually with volume pricing available and installation can also be arranged. Monthly fees are available in 3, 5 and 10-year contracts.

CLIENT LOGIN
CLIENT SUPPORT
VISIT OUR SHOWROOM
SMARTLINK LICENSE AGREEMENT

f t in


Use Our Calculator To
See How Much Energy
You Can Save

<<http://www.outdoorlinkinc.com/base/public/static/outdooradvertising>>

51. Defendants are directly infringing, either literally or under the doctrine of equivalents, pursuant to 35 U.S.C. §271(a) by, among other things, directly or through intermediaries making, using importing, providing supplying, distributing, selling and/or offering for sale, installation and use the SmartLink System.

52. Should the SmartLink System be found not to literally infringe the asserted claims of the ‘898 patent, the SmartLink System would nevertheless infringe the asserted claims of the ‘898. More specifically, the accused System performs substantially the same function

(monitoring and controlling), in substantially the same way, to yield substantially the same result (monitoring and controlling lighting and billboards). Thus, Defendants would be liable for direct infringement under the doctrine of equivalents.

53. In addition, or in the alternative, Defendants are or have been indirectly infringing one or more claims of the '898 Patent, including claim 18, by inducing third parties, including without limitation manufacturers, resellers, developers, customers and end users of the SmartLink System to directly infringe the '898 Patent in violation of 35 U.S.C. §271(b), with specific knowledge of the '898 patent and with specific intent to encourage infringement, knowingly inducing consumers to use articles and methods that Defendants know or should know infringe one or more claims of the '898 patent.

54. In addition, or in the alternative, Defendants are or have been indirectly infringing one or more claims of the '898 Patent, including claim 18, in this judicial district by, among other things, contributing to the direct infringement by others including, without limitation customers using the SmartLink System, by making, offering to sell, selling and/or importing into the United States, a component of a patented machine, manufacture or combination, or an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the '898 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

55. The SmartLink System is a material part of the claimed invention and upon information and belief is not a staple article or commodity of commerce suitable for substantial non-infringing use. Defendants are, therefore, liable for infringement under 35 U.S.C. § 271(c).

56. Defendants will have been on notice of the '898 Patent since, at the latest, the service upon this complaint upon Defendants. By the time of trial, Defendants will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of one or more claims of the '898 Patent, including claim 18.

57. With this prior knowledge of the '898 Patent, and by way of this Complaint, Defendants intend for their manufacturers, resellers, developers, customers and end users to make, use or sell the SmartLink System in its normal and customary manner and know, or is willfully blind, that by doing so these parties will directly infringe one or more of the '898 Patent claims.

58. In violation of 35 U.S.C. §271(c), Defendants are or have been indirectly infringing one or more claims of the '898 Patent by contributing to the infringement of the '941 Patent by third parties using the SmartLink System in the normal and customary manner, including without limitation manufacturers, resellers, developers, customers and end users of the SmartLink System, to directly infringe the '898 Patent.

59. Defendants' past and continued infringement of the '898 Patent has damaged and will continue to damage Plaintiff.

60. As a result of Defendants' acts of patent infringement, Plaintiff has suffered actual and consequential damages; however, Plaintiff does not yet know the full extent of the infringement and its extent cannot be ascertained except through discovery and special accounting. To the fullest extent permitted by law, Plaintiff seeks recovery of damages at least for reasonable royalties, unjust enrichment and benefits received by Defendant as a result of the infringement.

61. Plaintiff further seeks any other damages to which it is entitled under law or in equity, including enhanced damages pursuant to 35 U.S.C. §284.

62. Plaintiff is entitled to recover reasonable and necessary attorneys' fees under 35 U.S.C. §285 or applicable law.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure and Local Rule CV-38, Plaintiff demands a trial by jury of this action.

PRAYER FOR RELIEF

Plaintiff respectfully requests that this Honorable Court enter preliminary and final orders and judgments against Defendants as are necessary to provide Plaintiff with the following relief:

(a) A judgment that Defendants have infringed and/or are infringing one or more claims of the '941 Patent, the '773 Patent, and/or the '898 Patent;

(b) Award Plaintiff damages in an amount adequate to compensate Plaintiff for Defendants' infringement of the of the '941 Patent, the '773 Patent, and/or the '898 Patent; but in no event less than a reasonable royalty, pursuant to 35 U.S.C. §284;

(d) Enter an order finding that this case is an exceptional case, and award Plaintiff its attorney's fees pursuant to 35 U.S.C. §285;

(e) Award pre-judgment and post-judgment interest as allowed by law;

(f) Enter an injunction enjoining Defendants and all others in active concert with Defendants from further infringing the of the '941 Patent, the '773 Patent, and the '898 Patent;

(g) In lieu of an injunction, award a mandatory future royalty payable on each future product sold by Defendants that is found to infringe the 'of the '941 Patent, the '773 Patent,

and/or the '898 Patent, and on all future products that are not colorably different from products found to infringe;

- (h) Order an accounting of damages;
- (i) Award Plaintiff its costs of suit; and
- (j) Award all other further relief in law or in equity as the Court may deem just and proper.

Dated: March 21, 2017

Respectfully submitted,

/s/ Bobby W. Braxton

Bobby W. Braxton

Texas Bar. No. 24059484

braxton@bhp-ip.com

Gregory Perrone

Texas Bar No. 24048053

perrone@bhp-ip.com

Zachary Hilton

Texas Bar No. 24036780

hilton@bhp-ip.com

BRAXTON, HILTON & PERRONE, PLLC

4975 Preston Park Blvd., Suite 490

Plano, Texas 75093

Phone: (469) 814-0028

Fax: (469) 814-0023

ATTORNEYS FOR PLAINTIFF