

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

IOWT, LLC. D/B/A FLOW-SYNC,	)	
	)	
Plaintiff,	)	Civil Action No. 1:24-cv-419
v.	)	
	)	
TROJAN RENTALS, LLC., F/K/A TROJAN HOSE & PUMP RENTAL LLC	)	<b>DEMAND FOR JURY TRIAL</b>
	)	
Defendant.	)	

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff IoWT, LLC d/b/a Flow-Sync (“IoWT” or Flow-Sync) files this Complaint for Patent Infringement against Defendant Trojan Rentals, LLC f/k/a Trojan Hose & Pump Rental LLC (“Trojan” or “Defendant”) and states as follows:

**THE PARTIES**

1. Plaintiff IoWT, LLC is a limited liability company organized and existing under the laws of the State of Texas, having its principal place of business in Kennedale, Texas. IoWT does business under the name Flow-Sync.

2. On information and belief, Defendant Trojan Rentals, LLC, formerly known as Trojan Hose & Pump Rental LLC, is a limited liability company organized and existing under the laws of the State of Oklahoma, having a place of business at 13614 W. Interstate 20, Odessa, Texas 79765. Trojan can be served by serving its registered agent Capitol Corporate Services, Inc. at 206 E. 9<sup>th</sup> St., Ste 1300, Austin, Texas 78701.

**JURISDICTION AND VENUE**

3. This is an action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code.

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338, as it arises under the patent laws of the United States.

5. This Court has personal jurisdiction over Defendant because Defendant maintains a place of business within this judicial district, has a continuous, systematic, and substantial presence within this judicial district, and has committed acts of patent infringement in this judicial district, including but not limited to, alone or in conjunction with others, making and using systems, and performing methods, that infringe the asserted patents directly, and/or committing acts of indirect infringement, which acts form a substantial part of the events giving rise to this action.

6. Venue is proper in this judicial district under 28 U.S.C. § 1400(b) because Defendant has committed acts of patent infringement in this District and has regular and established places of business in this district, including but not limited to 13614 W Interstate 20, Odessa, Texas 79765.

### **BACKGROUND**

7. Flow-Sync provides innovative water transfer automation systems that are self-contained and portable, and methods of use of the systems. Flow-Sync's principal, Harry Browne, recognized a need for water transfer automation systems that are self-contained and portable, and developed such innovative systems. Mr. Browne holds a Professional Engineering (P.E.) license in the state of Texas. He recognized that manual operation of portable water transfer pumps used in moving water for "fracking" in the completion of oil and gas wells was highly inefficient, unsafe and impractical for detecting leaks in the water transfer lines. Water transfer in typical fracking operation poses several challenges, including a high volume of water required that often can not be sourced at the well location and therefore is pumped from a storage reservoir several miles from

the well; each job poses different challenges related to length of the water line and routing, the number of pumps needed, water storage configuration, differing operating pressure limits; water transport infrastructure is only needed during the fracking operation which makes underground pipeline cost prohibitive; flexible “lay flat” water lines are typically laid above ground making those lines vulnerable to damage during repeated deployment and recovery, contact with vehicles and exposure to the environment; and completion operations typically require repeated quick ramp up and ramp down cycles of water delivery and careful coordination during each ramp up and ramp down cycle to avoid over pressuring the lay flat water line to avoid leaks and down time.

**8.** Flow-Sync manufactures systems that include its self-contained and portable skids for automatically monitoring water transfer and provides its customers with such systems. Flow-Sync’s innovative systems minimize downtime, loss of water, and the need for frequent or continuous manual supervision. In one application, Flow-Sync’s innovative systems provide the ability to autonomously monitor and remotely control equipment associated with water transfer from a water source to a final discharge site. In one application, Flow-Sync’s modular water transfer automation systems are used to automatically monitor water transfer from a water reservoir to a worksite via a temporary water transfer line that is several miles in length. In such an application, the system will include multiple water pumps (for example, a pump at the reservoir and one or more “booster” pumps located along the water line) monitored and/or controlled via a Flow-Sync self-contained and portable skid with sensors configured to monitor equipment and water transfer at each pump site. Flow-Sync’s modular automation systems are portable, reuseable and rapidly configured and deployed for each project. Flow-Sync’s self-contained modules are also portable and can be efficiently transported and installed within challenging timeframes demanded by the particular application. Flow-Sync’s innovative automated monitoring water

transfer systems also provide for communication between its equipment at a pump site and remote server device, including the storage of data, alarms and other functions that provide for improved control of the overall water transfer from a reservoir to a worksite. Flow-Sync's innovative systems are a substantial improvement over manual supervision and have enjoyed substantial commercial success in the industry.

**9.** On June 16, 2020, the United States Patent and Trademark Office duly and lawfully issued U.S. Patent No. 10,683,716 (“the ’716 patent”), entitled “Water Transfer Monitoring System And Method Of Use.” Flow-Sync is the owner by assignment of all rights, title, and interest in the ’716 patent. Harry Browne is the inventor of the technology claimed in the ’716 patent. A true and correct copy of the ’716 patent is attached hereto as Exhibit A.

**10.** On August 15, 2023, the United States Patent and Trademark Office duly and lawfully issued U.S. Patent No. 11,725,648 (“the ’648 patent”), entitled “Water Transfer Monitoring System And Method Of Use.” Flow-Sync is the owner by assignment of all rights, title, and interest in the ’648 patent. Harry Browne is the inventor of the technology claimed in the ’648 patent. A true and correct copy of the ’648 patent is attached hereto as Exhibit B.

**11.** The ’716 patent and the ’648 patent are referred to collectively herein as the “Asserted Patents.”

**12.** The Asserted Patents provide numerous improvements, advantages and benefits over the prior art, including the use of self-contained and portable skids for automatically monitoring water transfer; solving problems related to downtime, loss of water, and the need for frequent or continuous manual supervision; solving problems associated with equipment reliability due to vibration and other conditions associated with pumping equipment; providing the ability to autonomously monitor and remotely control equipment associated with water transfer from a water

source to a final discharge site; automatically monitor water transfer from a water reservoir to a worksite via a temporary water transfer line that is several miles in length; providing automated monitoring via remote notification to an operator when an abnormal condition occurs, thereby solving problems associated with the need for onsite inspection and supervision during the time the system is operating normally; and solving problems associated with manual supervision for the detection of problems, such as leaks, by utilizing sensors that provide continuous monitoring of the water transfer system.

13. An example of Flow-Sync's self-contained portable skid is illustrated in the photograph below, which photograph is publicly available at [www.flow-sync.com](http://www.flow-sync.com):



14. Defendant itself and/or by, through and/or under the name or brand Trojan and/or Sable Automation Solutions, makes, uses, sells and offers for sale systems and equipment, and performs methods related thereto, that enable Defendant and/or its customers to automatically monitor water transfer associated with a water transfer system involving a plurality of water transfer pumps along a water transfer line. In one application, Defendant's water transfer

monitoring system is being used by Defendant and/or its customers in the fracking industry, in which the need to transfer water may span several miles from a water reservoir to a worksite.

15. On information and belief, Defendant does business under the name Sable Automation.

16. On information and belief, Sable Automation Solutions is not a distinct legal entity and is not a subsidiary of Defendant.

17. Defendant promotes its water transfer automation under the brand names “Trojan” and “Sable Automation Solutions.” (or “Sable”) See for example, [www.trojanco.com](http://www.trojanco.com) and [www.trojanco.com/automation](http://www.trojanco.com/automation).

18. Defendant offers water transfer automation equipment and services for automatically monitoring water transfer associated with a water transfer system under the Trojan brand and/or under the Sable brand. Defendant’s equipment includes self-contained, easily transported portable “automation stands” (skids) with a plurality of sensors that are used for water transfer monitoring and are installed at a water transfer site to monitor water transfer and equipment associated with water transfer. Defendant’s equipment used for water transfer monitoring and installed at a water transfer site includes equipment that transfers data obtained from the sensors to a remote data monitoring system. In use, notifications related to the readings obtained via the sensors are provided and/or available to an operator, and for example, can be viewed on a smart phone or computer via software and/or an app provided by Defendant. Such equipment is referred to as the “Accused Equipment” herein.

19. Below is a photograph published by representatives of Defendant that shows Defendant’s automation stand for monitoring water transfer.



20. On information and belief, Defendant had knowledge of Flow-Sync’s self-contained, portable skid for remotely monitoring water flow prior to Defendant commercializing the Defendant’s automation stand for remotely monitoring water transfer.

21. On Defendant’s website, [www.trojanco.com](http://www.trojanco.com), Defendant claims “automation” is “what we provide.” Defendant further states on its website, [www.trojanco.com/automation](http://www.trojanco.com/automation), that “We specialize in ....Water Transfer automation ....”

22. Defendant has installed its automation stands and set up water transfer jobs that use the Accused Equipment.

23. By and through its representatives, Defendant promotes itself via social media, and encourages customers and potential customers to utilize Defendant’s Accused Equipment and services. Defendant installs automation stands, and states in social media postings “While installing our automation stand for a new customer today... We set up water transfer jobs and equipment to communicate with each other for seamless automation. You can automatically start

and throttle pumps to replenish tanks or pits and ensure they won't run dry at the frac!" Immediately following the statements set forth above in this paragraph, Defendant includes a photograph of an automation stand that Defendant installed and set up with a pump located at a water reservoir, as illustrated below.



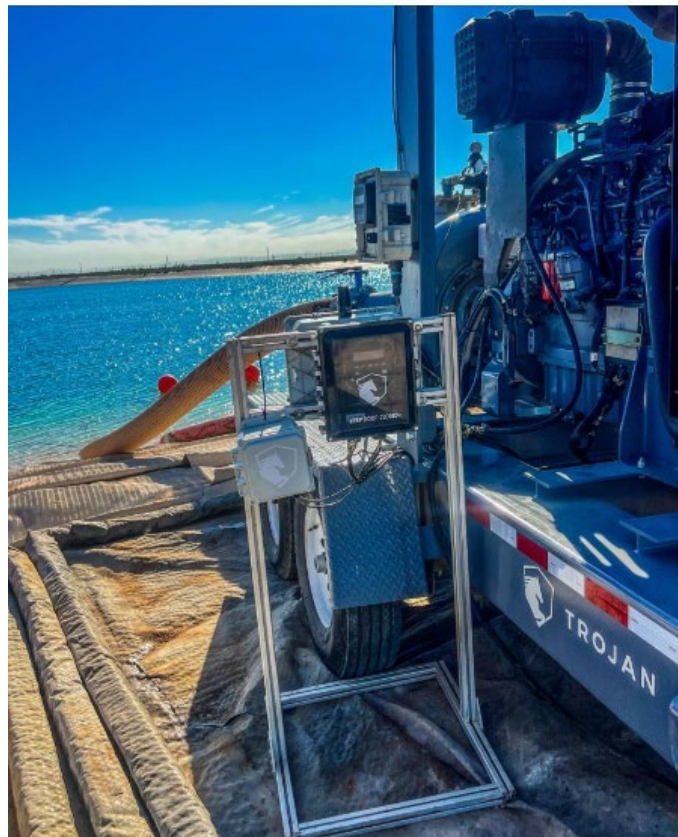
**Conner Monk** • 3rd+  
Business Development  
4mo • Edited •

+ Follow ...

While installing our automation stand for a new customer today in the Delaware I noticed another transfer company had a pump set next to ours and had a guy driving back and forth every 5 minutes to turn the pump on and off manually. Gave him a business card and have a meeting lined up for next week to visit about what we can do for them.

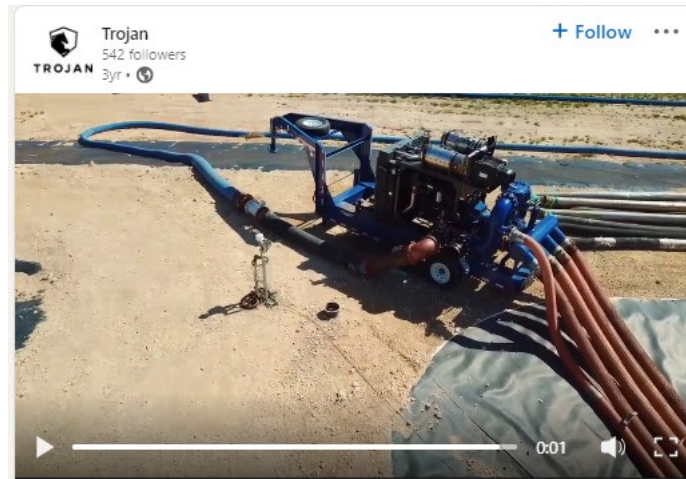
Kick back and watch your equipment operate itself from anywhere!! We set up water transfer jobs and equipment to communicate with each other for seamless automation. You can automatically start and throttle pumps to replenish tanks or pits and ensure they wont run dry at the frac!

[Cmonk@trojanco.com](mailto:Cmonk@trojanco.com)  
[www.trojanco.com](http://www.trojanco.com)





24. Defendant illustrates use of its self-contained, portable automation stand for monitoring water transfer in a video on LinkedIn, namely at <https://www.linkedin.com/company/trojan-hose-and-pump/posts/?feedView=videos>. A still picture from one such video at the above referenced link illustrates Defendants automation stand used to monitor water transfer commencing at a water reservoir, such automation stand being along the water line used to transfer water from the reservoir:

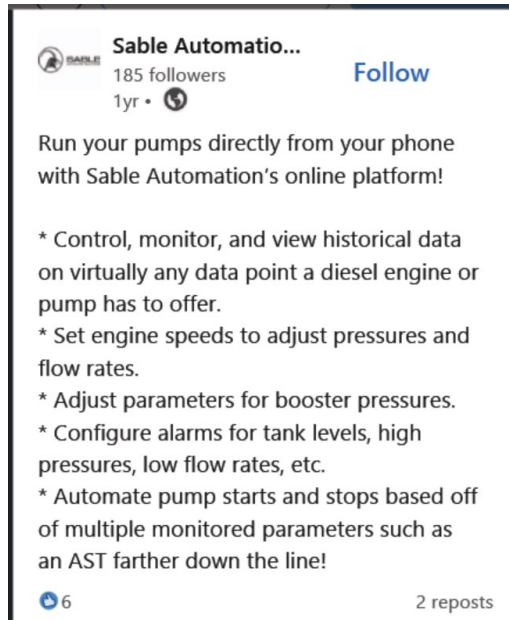


25. Defendant's Accused Equipment provides notifications of conditions related to pump and motor used to transfer water, such as inlet water pressure to the pump, outlet water pressure exiting the pump, and engine speed (RPMs) for display on a smart phone and/or other computing devices. The picture below, obtained from [www.trojanco.com/automation](http://www.trojanco.com/automation) illustrates monitoring of conditions at "PIT PUMP," "BOOSTER 1" pump, and "BOOSTER 2" pumps.



26. Defendant’s Accused Equipment includes sensors that obtain data related to pump and motor conditions that is transmitted from a plurality of Defendant’s automation stands. In use of the Defendant’s Accused Equipment, such readings are available for display on a smart phone and/or other computing devices.

27. Defendant instructs and encourages its customers and potential customers to use Defendant’s automation equipment and services, providing encouragement to use the Accused Equipment. For example, in social media postings, Defendant encourages customers and potential customers to “Run your pumps directly from your phone with Sable Automation’s online platform,” to “[c]ontrol, monitor and view historical data on virtually any data point a diesel engine or pump has to offer,” to “[s]et engine speeds to adjust pressures and flow rates,” to “[a]djust parameters for booster pressures,” and “[a]utomate pump starts and stops based off of multiple monitored parameters such as AST farther down the line!” An example of such social media postings made by Defendant appears below:



**28.** Use of the Accused Equipment enables a customer of Defendant to monitor water transfer associated with a water transfer system.

**29.** Defendant has provided at least one of its customers with two or more automation stands to be used for water transfer at a customer's job site.

**30.** Defendant provides 24/7 services to its customers, including a telephone number directed to "automation," namely (888) 799-0008.

**31.** The telephone number (888) 799-0008 is a telephone number of Defendant.

**32.** On information and belief, Defendant has provided its customers with automation stands for diesel pumps and a flowmeter.

**33.** Defendant and/or its customers have installed and/or used the Accused Equipment to automatically monitor water transfer associated with a water transfer system, utilizing two or more automation stands, each automation stand having more than one sensor configured to monitor equipment and monitor water transfer. For example, the Accused Equipment includes at least sensors for monitoring inlet water pressure to the water pump and discharge water pressure of the water pump that is used to transfer water in a water transfer line, such as "lay flat" hose.

**34.** Defendant and/or its customers install a plurality of self-contained and portable automation stands of Defendant at separate locations along a water transfer line.

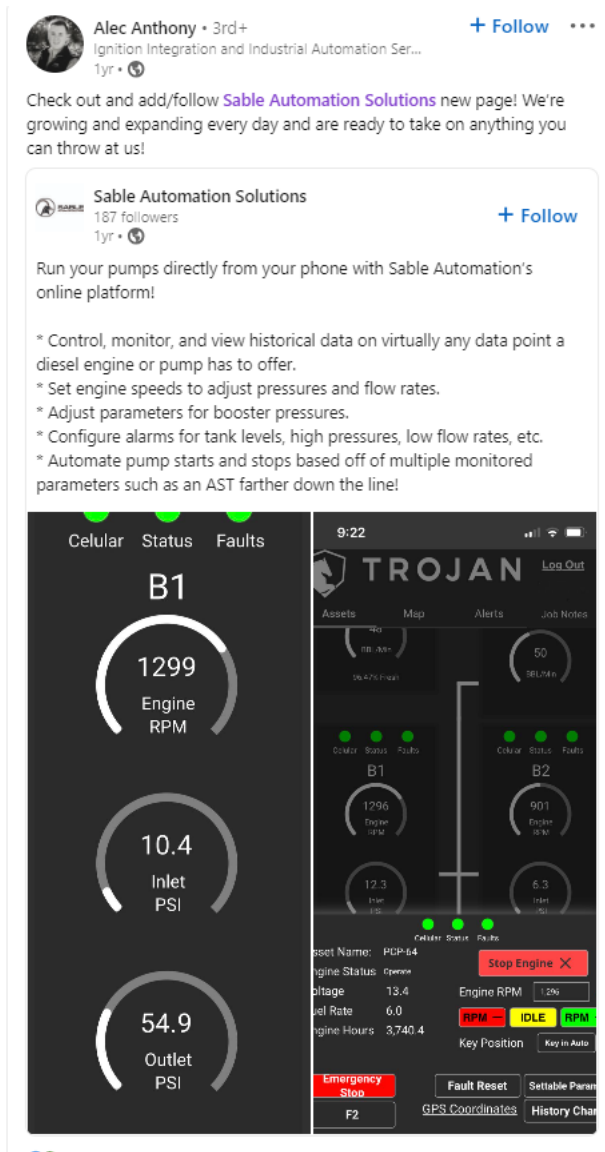
**35.** Defendant and/or its customers connect the sensors of Defendant's automation stand to connections at the pump and motor that is positioned along the water transfer line.

**36.** The Accused Equipment provides data and notifications to Defendant and/or its customers based on readings taken from the sensors in the Accused Equipment.

**37.** The Accused Equipment is configured to transfer and transmit readings from a plurality of sensors to a remote data monitoring service. Such readings are available for monitoring on devices such as a smart phone or laptop computer.

**38.** Defendant's Accused Equipment includes an "online platform" that receives the data related to sensor readings.

**39.** In the social media posting below, Defendant identifies its online platform as "Sable Automation's online platform."



40. As a further example, in use of the Accused Equipment, readings from a plurality of sensors are viewable at a remote device such as a smart phone from Defendant’s “online platform.”

41. Defendant provides customers with a plurality of self-contained and portable automation stands that have more than one sensor packaged on the automation stands to monitor equipment and water transfer. Defendant utilizes an “online platform” to record data from the sensors. Such data can be monitored via a remote computer, such as a smart phone or laptop.

Defendant provides the Accused Equipment and puts a water transfer monitoring system into service.

**42.** Defendant's customers use the Accused Equipment in a water transfer monitoring system. On information and belief, Defendant's customers are instructed to go through a process to set up and/or use the Accused Equipment (including the software and apps) to receive notifications of conditions related to water transfer, such as inlet water pressure to the pump, outlet water pressure exiting the pump, and engine speed (RPMs) for display on a smart phone and/or other computing devices. On information and belief, Defendants also provide its customers with additional instructions and information that encourages customers to use, and how to use, the Accused Equipment.

**43.** Flow-Sync will rely on a reasonable opportunity for discovery of information regarding reasonably similar systems that Defendant makes, uses, sells, offers for sale and/or imports in the U.S. subsequent to the filing of the Complaint.

**44.** In May 2022, Defendant was advised by Flow-Sync that Flow-Sync's water transfer monitoring technology was patented and that Trojan was infringing on the Flow-Sync patent. On May 16, 2023, Flow-Sync forwarded a notice and demand letter to Defendant demanding that Defendant cease and desist from further infringement of Flow-Sync's intellectual property. This letter was received by Defendant at least as early as May 18, 2023.

**45.** Since at least as early as May 18, 2023, Defendant has had knowledge of the '716 patent.

**46.** Since at least as early as May 18, 2023, Defendant has had knowledge of the allowance by the USPTO of the claims that issued in the '648 patent, having received a copy of the file history of U.S. application 17/245,850 which included a communication from the USPTO

dated March 29, 2023, entitled “Notice of Allowance and Fee(s) Due” with a “Notice of Allowability.” Defendant has had knowledge of the ‘648 patent at least as early as November 7, 2023.

**47.** Following receipt of the May 16, 2023 letter, Ryan Hunt, who on information and belief is the managing partner of Defendant, contacted Flow-Sync purporting interest in acquiring Flow-Sync. Defendant sought additional information related to Flow-Sync’s intellectual property, finances, and business operations. Flow-Sync requested that Defendant enter into a non-disclosure and confidentiality agreement to protect Flow-Sync’s confidential and proprietary information. However, Defendant refused to enter into a non-disclosure and confidentiality agreement with Flow-Sync.

**48.** Despite having received the cease-and-desist letter placing Defendant on notice of Flow-Sync’s intellectual property rights, Defendant continued, and to this day continues, to commit acts that are asserted in this Complaint to infringe the Asserted Patents.

**49.** Defendant undercut Flow-Sync’s pricing structure and has poached clients and potential clients of Flow-Sync. Defendant has eroded the pricing structure that had been developed by Flow-Sync, resulting in price erosion, which was directly a result of Defendant’s infringing actions. On information and belief, Defendant engaged in such actions intending and knowing that its actions would damage Flow-Sync, including damage to Flow-Sync’s revenue, profits and business valuation.

**50.** In February 2024, after (on information and belief) Defendant learned from a third party that Flow-Sync was planning to enforce its intellectual property rights, Defendant directed an email to Flow-Sync indicating its willingness to sign the non-disclosure and confidentiality agreement that it previously had refused to sign in 2023.

51. In February 2024, Defendant professed a desire to acquire Flow-Sync, including its intellectual property rights, but sought to gain access to confidential information of Flow-Sync (such as confidential aspects of the Flow-Sync software and intellectual property, financial statements, its customer base, its vendors, information related to Flow-Sync's employees, and access to Flow-Sync's premises and assets), all the while continuing to willfully infringe the Asserted Patents. Upon learning that Flow-Sync would not disclose the confidential aspects of its intellectual property and business, Defendant broke off the discussions with Flow-Sync claiming that the value of Flow-Sync was diminished which, as alleged herein, was due to the actions of Defendant.

52. The actions of Defendant complained of herein have resulted in Defendant's and its customers' infringement of Flow-Sync's Asserted Patents and substantial damage to Flow-Sync.

**FIRST CLAIM FOR RELIEF**  
(INFRINGEMENT OF U.S. PATENT NO. 10,683,716)

53. Plaintiff realleges and incorporates herein by reference the allegations stated in paragraphs 1–52 of this Complaint as if set forth fully herein.

54. This cause of action arises under the patent laws of the United States and, in particular, under 35 U.S.C. §§ 271, *et seq.*

55. Flow-Sync is the owner by assignment of the '716 patent with sole rights to enforce the '716 patent and sue infringers.

56. The '716 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

57. Defendant through its agents, employees and/or servants, either alone or in conjunction with others, has infringed and continues to infringe literally and/or under the doctrine



of equivalents one or more claims, including at least claim 8 of the '716 patent, by using the Accused Equipment to infringe the methods claimed in the '716 patent.

**58.** On information and belief, Defendant, either alone or in conjunction with others, infringes, directly and/or indirectly (inducing infringement and/or contributing to infringement), at least claim 8 of the '716 patent by using and/or causing others to use in this judicial district and/or elsewhere in the United States, the Accused Equipment thereby performing methods covered by the '716 patent.

**59.** On information and belief, Defendant's customers use Defendant's Accused Equipment and are instructed and/or encouraged by Defendant to use such Accused Equipment that infringes at least claim 8 of the '716 patent.

**60.** On information and belief, Defendant provides and will continue to provide encouragement and/or instructions, the Accused Equipment, installation, and/or trouble shooting services, that encourage and/or instruct its customers to use, and use in the future, the Accused Equipment in an infringing manner, specifically intending such customers will operate the Accused Equipment in such a manner, and knowing of such actions, which constitutes infringement of one or more claims of the '716 patent.

**61.** On information and belief, Defendant indirectly infringes one or more claims of the '716 patent in violation of 35 U.S.C. 271(b) by inducing its customers to use the Accused Equipment to directly infringe one or more claims of the '716 patent in accordance with Defendant's encouragement and/or instructions.

**62.** For example, on information and belief, Defendant induces direct infringement of the '716 patent by encouraging and instructing customers to use the Accused Equipment, by providing Defendant's app and/or software, installation, instructions and/or trouble shooting

services, that encourage and/or instruct customers to use the Accused Equipment such that, by following Defendant's encouragement and/or instructions, Defendant's customers directly infringe one or more claims of the '716 patent. Defendant engages in such inducement knowingly and, at least as early as May 18, 2023, has done so with knowledge that such activity encourages and/or instructs customers of its Accused Equipment to directly infringe the '716 patent.

**63.** Defendant indirectly infringes at least claim 8 of the '716 patent in violation of 35 U.S.C. 271(c) as a contributory infringer by selling, offering to sell, directly or indirectly, and/or importing into the United States the Accused Equipment with knowledge of the '716 patent, at least as early as May 18, 2023, and knowledge that the Accused Equipment as used is an infringement of the '716 patent claims, and knowing that the Accused Equipment is especially made or especially adapted for use in an infringement and is not a staple article of commodity of commerce suitable for substantial non-infringing use. For example, the self-contained portable automation stand of the Accused Equipment and/or the app and software supplied by Defendant is made and/or adapted for use to automatically monitor water transfer associated with a water transfer system in an infringing manner and has no substantial non-infringing use.

**64.** Defendant has infringed the '716 patent without permission or license from Flow-Sync and continues to infringe the '716 patent in violation of 35 U.S.C. § 271. Defendant is liable for infringement of the '716 patent pursuant to 35 U.S.C. § 271.

**65.** Defendant's acts of infringement have caused damage to Flow-Sync, and Flow-Sync is entitled to recover from Defendant the damages sustained by Flow-Sync as a result of Defendant's wrongful acts in an amount subject to proof at trial.

**66.** Defendant's actions complained of herein will continue unless Defendant is enjoined by this Court.

67. Defendant's actions complained of herein are causing irreparable harm and monetary damage to Flow-Sync and will continue to do so unless Defendant's infringement is enjoined and restrained by this Court. These infringing acts have caused and will continue to cause immediate and irreparable harm for which there is no adequate remedy at law. Flow-Sync is entitled to a preliminary and permanent injunction to prevent further infringement pursuant to 35 U.S.C. § 283.

68. Defendant's infringement of the '716 patent is willful, and Flow-Sync is accordingly entitled to enhanced damages pursuant to 35 U.S.C. § 284.

69. This is an exceptional case such that Defendant should be required to pay Flow-Sync's reasonable attorneys' fees in accordance with 35 U.S.C. § 285.

**SECOND CLAIM FOR RELIEF**  
(INFRINGEMENT OF U.S. PATENT NO. 11,725,648)

70. Plaintiff realleges and incorporates herein by reference the allegations stated in paragraphs 1–69 of this Complaint as if set forth fully herein.

71. This cause of action arises under the patent laws of the United States and, in particular, under 35 U.S.C. §§ 271, et seq.

72. Flow-Sync is the owner by assignment of the '648 patent with sole rights to enforce the '648 patent and sue infringers.

73. The '648 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the U.S. Code.

74. Defendant through its agents, employees and/or servants, either alone or in conjunction with others, has infringed and continues to infringe literally and/or under the doctrine

of equivalents one or more claims, including at least claim 1 of the '648 patent, by making, using, selling and/or offering to sell the Accused Equipment.

75. On information and belief, Defendant, either alone or in conjunction with others, infringes, directly and/or indirectly (inducing infringement and/or contributing to infringement), at least claims 1 of the '648 patent by making, using, selling and/or offering to sell, and/or causing others to make and/or use in this judicial district and/or elsewhere in the United States, the Accused Equipment that alone or in use is covered by such claims of the '648 patent. On information and belief Defendant, either alone or in conjunction with others, has installed the Accused Equipment in a manner that combines the elements of at least claim 1, thereby infringing at least claim 1 of the '648 patent.

76. On information and belief, Defendant's customers make and/or use Defendant's Accused Equipment and are instructed and/or encouraged by Defendant to use such Accused Equipment that infringes at least claim 1 of the '648 patent.

77. On information and belief, Defendant provides and will continue to provide encouragement and/or instructions, the Accused Equipment, installation, and/or trouble shooting services, that encourage and/or instruct its customers to make and/or use, and make and/or use in the future, the Accused Equipment in an infringing manner, specifically intending such customers will make and/or operate the Accused Equipment in such a manner, and knowing of such actions, which constitutes infringement of one or more claims of the '648 patent.

78. On information and belief, Defendant indirectly infringes one or more claims of the '648 patent in violation of 35 U.S.C. 271(b) by inducing its customers to make and/or use the Accused Equipment to directly infringe at least claim 1 of the '648 patent in accordance with Defendant's encouragement and/or instructions.

**79.** For example, on information and belief, Defendant induces direct infringement of the '648 patent by encouraging and instructing customers make and/or use the Accused Equipment by providing Defendant's app and/or software, installation, instructions and/or trouble shooting services, that encourage and/or instruct customers to make and/or use the Accused Equipment such that, by following Defendant's encouragement and/or instructions, Defendant's customers directly infringe one or more claims of the '648 patent. Defendant engages in such inducement knowingly and, at least as early as May 18, 2023, has done so with knowledge that such activity encourages and/or instructs customers of its Accused Equipment to directly infringe the '648 patent.

**80.** Defendant indirectly infringes at least claim 1 of the '648 patent in violation of 35 U.S.C. 271(c) as a contributory infringer by selling, offering to sell, directly or indirectly, and/or importing into the United States the Accused Equipment with knowledge of the '648 patent, at least as early as May 18, 2023, and knowledge that the Accused Equipment as used is an infringement of the '648 patent claims, and knowing that the Accused Equipment is especially made or especially adapted for use in an infringement and is not a staple article of commodity of commerce suitable for substantial non-infringing use. For example, the self-contained portable automation stand of the Accused Equipment and/or the app and software supplied by Defendant is made and/or adapted for use in a water transfer monitoring system in an infringing manner and has no substantial non-infringing use.

**81.** Defendant has infringed the '648 patent without permission or license from Flow-Sync and continues to infringe the '648 patent in violation of 35 U.S.C. § 271. Defendant is liable for infringement of the '648 patent pursuant to 35 U.S.C. § 271.

**82.** Defendant's acts of infringement have caused damage to Flow-Sync, and Flow-Sync is entitled to recover from Defendant the damages sustained by Flow-Sync as a result of Defendant's wrongful acts in an amount subject to proof at trial.

**83.** Defendant's actions complained of herein will continue unless Defendant is enjoined by this Court.

**84.** Defendant's actions complained of herein are causing irreparable harm and monetary damage to Flow-Sync and will continue to do so unless Defendant's infringement is enjoined and restrained by this Court. These infringing acts have caused and will continue to cause immediate and irreparable harm for which there is no adequate remedy at law. Flow-Sync is entitled to a preliminary and permanent injunction to prevent further infringement pursuant to 35 U.S.C. § 283.

**85.** Defendant's infringement of the '648 patent is willful, and Flow-Sync is accordingly entitled to enhanced damages pursuant to 35 U.S.C. § 284.

**86.** This is an exceptional case such that Defendant should be required to pay Flow-Sync's reasonable attorneys' fees in accordance with 35 U.S.C. § 285.

#### **PRAYER FOR RELIEF**

WHEREFORE, Flow-Sync prays for judgment in its favor and against Defendant, including but not limited to, the following relief:

**1.** An Order adjudging Defendant to have infringed the Asserted Patents under 35 U.S.C. § 271;

**2.** A preliminary and permanent injunction enjoining Defendant, its respective officers, directors, agents, servants, employees and attorneys, and those persons in active concert

or participation with Defendant, from infringing each of the Asserted Patents in violation of 35 U.S.C. § 271;

3. An Order requiring Defendant to account for all gains, profits, and advantages derived by Defendant's infringement of the each of the Asserted Patents in violation of 35 U.S.C. § 271, and requiring Defendant to pay to Flow-Sync all damages suffered by Flow-Sync, including lost profits and/or at least a reasonable royalty;

4. An Order enhancing damages pursuant to 35 U.S.C. § 284;

5. An Order adjudging that this is an exceptional case;

6. An award to Flow-Sync of the attorneys' fees and costs incurred by Flow-Sync in connection with this action pursuant to 35 U.S.C. § 285;

7. An award of pre-judgment and post-judgment interest against Defendant; and

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

### **JURY DEMAND**

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff Flow-Sync demands a trial by jury of all issues raised by this Complaint that are triable by jury.

Respectfully submitted,

Dated: April 19, 2024

By: /s/ John T. Polasek  
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*Attorney for Plaintiff IoWT LLC d/b/a Flow-Sync*