

1 David E. Bower (SBN 119546)  
2 **MONTEVERDE & ASSOCIATES PC**  
3 600 Corporate Pointe, Suite 1170  
4 Culver City, CA 90230  
5 Tel: (213) 446-6652  
6 Fax: (212) 202-7880

7 *Counsel for Plaintiff*

8 **UNITED STATES DISTRICT COURT**  
9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

10  
11 KANTRADT LLC, Individually and on  
12 Behalf of All Others Similarly Situated,

13 Plaintiff,

14 v.

15 SILVER SPRING NETWORKS, INC.,  
16 SCOTT A. LANG, MICHAEL BELL, DR.  
17 LAURA D. TYSON, WARREN M.  
18 WEISS, THOMAS R. KUHN, RICHARD  
19 A. SIMONSON, JONATHON  
20 SCHWARTZ, THOMAS H. WERNER, and  
21 PETER VAN CAMP,

22 Defendants.

Civil Action No. 17-cv-6548

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

**1. VIOLATIONS OF THE  
SECURITIES EXCHANGE ACT OF  
1934**

23 Plaintiff Kantradt LLC (“Plaintiff”), by and through its undersigned attorneys, brings this  
24 stockholder class action on behalf of itself and all others similarly situated public stockholders of  
25 Silver Spring Networks, Inc. (“Silver Spring” or the “Company”) against Silver Spring, Scott A.  
26 Lang, Michael Bell, Dr. Laura D. Tyson, Warren M. Weiss, Thomas R. Kuhn, Richard A. Simonson,  
27 Jonathon Schwartz, Thomas H. Werner, and Peter Van Camp, the members of the Silver Spring’s

1 board of directors (collectively referred to as the “Board” or the “Individual Defendants,” and,  
2 together with Silver Spring, the “Defendants”) for violations of Sections 14(a) and 20(a) of the  
3 Securities Exchange Act of 1934 (the “Exchange Act”), 15 U.S.C. §§ 78n(a), 78t(a), and SEC Rule  
4 14a-9, 17 C.F.R. 240.14a-9, in connection with the proposed merger B Silver Spring and Itron, Inc.  
5 (“Itron”). Plaintiff alleges the following based upon personal knowledge as to itself, and upon  
6 information and belief, including the investigation of Counsel, as to all other matters.

### 7 NATURE OF THE ACTION

8 1. Defendants have violated the above-referenced Sections of the Exchange Act by  
9 causing a materially incomplete and misleading proxy statement (the “Proxy Statement”) to be filed  
10 with the SEC and disseminated to Silver Spring shareholders. The Proxy Statement recommends that  
11 Silver Spring shareholders vote in favor of a merger whereby Itron, by way of a merger with Ivory  
12 Merger Sub, Inc., a direct, wholly-owned subsidiary of Itron (“Merger Sub”), in an all-cash  
13 transaction, will acquire Silver Spring, with Silver Spring surviving as a wholly-owned subsidiary of  
14 Itron (the “Proposed Transaction”). Pursuant to the terms of the agreement and plan of merger the  
15 companies entered into (the “Merger Agreement”), Itron will acquire each issued and outstanding  
16 share of Silver Spring stock that it currently does not own.

17 2. Pursuant to the terms of the Merger Agreement, Silver Spring common stockholders  
18 will receive \$16.25 in cash in exchange for each share of Silver Spring common stock they hold prior  
19 to the effective time of the merger (the “Merger Consideration”). The Proposed Transaction is valued  
20 at approximately \$830 million.

21 3. As discussed below, the Merger Consideration appears inadequate, and the process by  
22 which Defendants consummated the Proposed Transaction is fundamentally unfair to Plaintiff and  
23 the other common shareholders of Silver Spring. Indeed, the Merger Consideration amounts to a  
24 mere **5.5% premium** over Silver Spring’s highest closing price over the 52-week period ending  
25 September 15, 2017.

26 4. Defendants have now asked Silver Spring’s shareholders to support the Proposed  
27

1 Transaction based upon the materially incomplete and misleading representations and information  
2 contained in the Registration Statement, in violation of Sections 14(a) and 20(a) of the Exchange Act.

3 5. Specifically, the Registration Statement contains materially incomplete and  
4 misleading information concerning: (i) the financial projections for Silver Spring; (ii) the financial  
5 analyses performed by the Company’s financial advisor, Evercore Group L.L.C. (“Evercore”), in  
6 support of their fairness opinion; and (iii) the actual Merger Consideration.

7 6. The special meeting of Silver Spring shareholders to vote on the Proposed Transaction  
8 is approaching. It is imperative that the material information omitted from the Registration Statement  
9 is disclosed to the Company’s shareholders prior to the forthcoming shareholder vote so that they can  
10 properly exercise their corporate suffrage rights.

11 7. For these reasons as set forth in detail herein, Plaintiff seeks to enjoin Defendants from  
12 taking any steps to consummate the Proposed Transaction unless and until the material information  
13 discussed below is disclosed to Silver Spring’s shareholders or, in the event the Proposed Transaction  
14 is consummated, to recover damages resulting from the Defendants’ violations of the Exchange Act.

15 **PARTIES**

16 8. Plaintiffs is, and at all relevant times has been, a shareholder of Silver Spring.

17 9. Defendant Silver Spring is a Delaware corporation and maintains its principal  
18 executive offices at 230 West Tasman Drive, Redwood City, CA 94063. Silver Spring’s common  
19 stock is listed and traded on the NYSE under the ticker symbol “SSNI.”

20 10. Individual Defendant Scott A. Lang (“Lang”) is, and has been since 2015, a director  
21 of Silver Spring and currently serves as the Chairman of the Board.

22 11. Individual Defendant Michael Bell (“Bell”) is, and has been since 2015, a director of  
23 Silver Spring and currently serves as the President and the Chief Executive Officer (“CEO”) of the  
24 Company.

25 12. Individual Defendant Dr. Laura D. Tyson (“Tyson”) is, and has been since 2009, a  
26 director of Silver Spring.

1 13. Individual Defendant Warren M. Weiss (“Weiss”) is, and has been since 2015, a  
2 director of Silver Spring.

3 14. Individual Defendant Thomas R. Kuhn (“Kuhn”) is, and has been since 2005, a  
4 director of Silver Spring.

5 15. Individual Defendant Richard A. Simonson (“Simonson”) is, and has been since 2009,  
6 a director of Silver Spring.

7 16. Individual Defendant Jonathon Schwartz (“Schwartz”) is, and has been since 2011, a  
8 director of Silver Spring.

9 17. Individual Defendant Thomas H. Werner (“Werner”) is, and has been since 2009, a  
10 director of Silver Spring.

11 18. Individual Defendant Peter Van Camp (“Van Camp”) is, and has been since 2017, a  
12 director of Silver Spring.

13 19. The parties in paragraphs 10 through 18 are referred to herein as the “Individual  
14 Defendants” and/or the “Board,” collectively with Silver Spring the “Defendants.”

15 **JURISDICTION AND VENUE**

16 20. This Court has subject matter jurisdiction pursuant to Section 27 of the Exchange Act  
17 (15 U.S.C. § 78aa) and 28 U.S.C. § 1331 (federal question jurisdiction) as Plaintiff alleges violations  
18 of Section 14(a) and 20(a) of the Exchange Act.

19 21. Personal jurisdiction exists over each Defendant either because the Defendant  
20 conducts business in or maintains operations in this District, or is an individual who is either present  
21 in this District for jurisdictional purposes or has sufficient minimum contacts with this District as to  
22 render the exercise of jurisdiction over Defendant by this Court permissible under traditional notions  
23 of fair play and substantial justice.

24 22. Venue is proper in this District under Section 27 of the Exchange Act, 15 U.S.C. §  
25 78aa, as well as under 28 U.S.C. § 1391, because: (i) the conduct at issue took place and had an effect  
26 in this District; (ii) Silver Spring maintains its principal place of business in this District and each of  
27

1 the Individual Defendants, and Company officers or directors, either resides in this District or has  
2 extensive contacts within this District; (iii) a substantial portion of the transactions and wrongs  
3 complained of herein, occurred in this District; (iv) most of the relevant documents pertaining to  
4 Plaintiff's claims are stored (electronically and otherwise), and evidence exists, in this District; and  
5 (v) Defendants have received substantial compensation in this District by doing business here and  
6 engaging in numerous activities that had an effect in this District.

### 7 **SUBSTANTIVE ALLEGATIONS**

#### 8 **I. The Proposed Transaction Undervalues Silver Spring and is the Result of a Severely** 9 **Flawed Process.**

10 23. Silver Spring renders smart grid network and security technology solutions. The  
11 Company supplies hardware, software, and services that connect devices on the grid that deploys  
12 metering, demand response, distribution automation, and distributed generation. Silver Spring  
13 Networks enables utilities and customers to monitor energy delivery and consumption in the United  
14 States.

15 24. The Merger Consideration Silver Spring shareholders stand to receive if the Proposed  
16 Transaction is consummated fails to adequately compensate them for their shares. In fact, 2 separate  
17 analyses conducted by Evercore—the *Premiums Paid Analysis* and the *Analyst Price Targets*  
18 *Analysis*—valued the Company at higher prices than the Merger Consideration.

19 25. With respect to the *Premiums Paid Analysis*, the analysis demonstrates an Implied per  
20 Share value up to \$19.50, which illustrates that each share of Silver Spring stock has an inherent  
21 premium of *approximately 120%* over the Merger Consideration.

22 26. Similarly, the *Analyst Price Targets Analysis*, the analysis demonstrates an Implied  
23 per Share value up to \$19.00, which illustrates that each share of Silver Spring stock has an inherent  
24 premium of *approximately 117%* over the Merger Consideration.

25 27. On September 18, 2017, Silver Spring and Itron issued a joint press release announcing  
26 the Proposed Transaction, which states in relevant part:

1 **Itron to Acquire Silver Spring Networks to Accelerate Smart Grid and**  
2 **Smart City Innovation and Growth**

3 *Advances strategy to provide value-added services and outcomes-based*  
4 *solutions*

5 *Enhances capabilities that increase efficiency for utilities, smart cities and*  
6 *enterprises*

7 *Accretive to non-GAAP EPS and adjusted EBITDA in 2019*

8 *Itron to host webcast today at 8:30 a.m. EDT to discuss the transaction*

9 LIBERTY LAKE, Wash. and SAN JOSE, Calif. — Sept. 18, 2017 — Itron,  
10 Inc. (NASDAQ: ITRI) and Silver Spring Networks, Inc. (NYSE: SSNI) today  
11 announced that they have signed a definitive agreement for Itron to acquire all  
12 outstanding shares of Silver Spring for \$16.25 per share in cash. The  
13 transaction is valued at approximately \$830 million, net of \$118 million of  
14 Silver Spring’s cash. This represents a premium of 25 percent to Silver  
15 Spring’s closing share price on Sept. 15, 2017, the last trading day prior to the  
16 announcement of the transaction. The transaction has been unanimously  
17 approved by the boards of directors of both companies.

18 Headquartered in San Jose, California, Silver Spring provides Internet of  
19 Important Things™ connectivity platforms and solutions to utilities and cities.  
20 In 2016, Silver Spring generated revenues of \$311 million with a gross margin  
21 of 44 percent and ended the year with \$1.2 billion of backlog. With its global  
22 footprint in the smart utility and smart city sectors, Silver Spring generated  
23 more than 20 percent of its revenues through its primarily recurring managed  
24 services and SaaS solutions, an area of strategic focus for Itron. To date, Silver  
25 Spring has delivered more than 26.7 million network-enabled devices across  
26 five continents.

27 Itron anticipates approximately \$50 million in annualized cost synergies to be  
28 substantially realized within three years of completing the transaction by  
optimizing combined operations and expenses. The acquisition is expected to  
have a positive impact on Itron’s long-term growth rate, be accretive to gross  
margin in the first year after completing the transaction and be accretive to  
non-GAAP EPS and adjusted EBITDA in the second year, excluding one-time,  
transaction-related costs and including stock-based compensation costs that  
Silver Spring currently excludes from its reported non-GAAP results.

“The addition of Silver Spring brings more capabilities to our offerings and  
advances our strategy of delivering highly secure, value-generating solutions  
for the critical infrastructure within utilities, smart cities and the broader  
industrial IoT sector,” said Philip Mezey, Itron’s president and chief executive

1 officer. “By converging our complementary, standards-based technologies, we  
2 will enhance customer efficiencies with solutions that optimize devices,  
3 network technologies, outcomes and analytics. This enables us to increase  
investment in new solutions and accelerate innovation for our combined  
customer base, covering more than 200 million people.

4 “This transaction also increases our presence in the sizable industrial IoT  
5 segment, driving higher growth with recurring revenues and enabling Itron to  
6 increase profitability beyond our mid-teens EBITDA margin target,” continued  
7 Mezey. “Combining Silver Spring’s entrepreneurial culture and proven  
8 capabilities with Itron’s operational strengths, depth of solutions and customer  
9 intimacy will result in a company that is well-positioned in the fast growing  
critical infrastructure space. We look forward to welcoming Silver Spring’s  
talented team of engineers and professionals to Itron and are confident that  
together, we are best equipped to provide industry-leading solutions that will  
deliver greater value to our customers.”

10 Mike Bell, president and chief executive officer of Silver Spring Networks,  
11 said, “Joining forces with Itron will enable us to help more utilities and cities  
12 adopt the industrial Internet, improve their performance and reliability, and  
13 better position themselves for a connected future. This strong combination will  
14 address end-to-end solutions for our customers and will create immediate value  
15 for our stockholders; it will also provide new opportunities for our employees  
as part of a larger, global technology leader for the Internet of Important  
Things.”

#### 16 **Compelling strategic and financial benefits**

- 17 • **More value for customers:** Itron envisions it will converge the best of  
18 both companies’ complementary technologies to provide streamlined  
solutions on standards-based platforms, allowing the combined company  
to optimize industrial networks and deliver more solutions that increase  
value for customers.
- 19 • **Large partner ecosystem:** Itron values an open platform approach to  
20 industry partners and is committed to supporting multi-vendor offerings for  
the smart utility and smart city sectors.
- 21 • **Enhances value-added services:** With more than 90 million smart  
22 endpoints globally from the combined customer bases, Itron will be able to  
offer customers more outcome-based solutions, creating a large recurring  
revenue opportunity in the high-growth software and services segment.
- 23 • **Accelerates innovation:** The combined company’s strong engineering  
24 talent, technology and deep data domain expertise will drive greater  
innovation and support for customers.
- 25 • **Significant synergies:** Itron anticipates approximately \$50 million of  
26 annualized cost synergies within three years of completing the transaction  
by optimizing combined operating expenses. The transaction also will  
27 create additional revenue synergy potential.

- **Accretive transaction:** The acquisition is expected to have a positive impact on Itron's long-term growth rate, be accretive to gross margin in the first year and be accretive to non-GAAP EPS and adjusted EBITDA margin in year two, excluding one-time, transaction-related costs.

Itron plans to finance the transaction using a combination of cash and approximately \$750 million in incremental new debt. Fully committed financing has been provided by Wells Fargo.

The transaction is expected to close in late 2017 or early 2018 and is subject to customary closing conditions, including regulatory approval and the approval of Silver Spring's stockholders.

Centerview Partners and Credit Suisse are acting as financial advisors to Itron, and Jones Day is acting as its legal advisor. Evercore is acting as financial advisor and Fenwick & West LLP as legal advisor to Silver Spring.

#### **Company Webcast**

Itron will host a webcast today, Sept. 18, 2017 at 8:30 a.m. EDT to discuss this transaction. The webcast and presentation materials will be made available 10 minutes before the start of the call and will be accessible on Itron's website at <http://investors.itron.com/events.cfm>. A replay of the audio webcast will be made available at <http://investors.itron.com/events.cfm>. A telephone replay of the conference call will be available through Sept. 29, 2017. To access the telephone replay, dial (888) 203-1112 (Domestic) or (719) 457-0820 (International) and enter passcode 5228925.

#### **About Itron**

Itron is a world-leading technology and services company dedicated to the resourceful use of energy and water. We provide comprehensive solutions that measure, manage and analyze energy and water. Our broad product portfolio includes electricity, gas, water and thermal energy measurement devices and control technology; communications systems; software; as well as managed and consulting services. With thousands of employees supporting nearly 8,000 customers in more than 100 countries, Itron applies knowledge and technology to better manage energy and water resources. Together, we can create a more resourceful world. Join us: [www.itron.com](http://www.itron.com).

Itron® and OpenWay® are registered trademarks of Itron, Inc. All third-party trademarks are property of their respective owners and any usage herein does not suggest or imply any relationship between Itron and the third party unless expressly stated.

#### **About Silver Spring Networks**

Silver Spring Networks enables the Internet of Important Things™ by reliably and securely connecting things that matter. Cities, utilities, and companies on



1 five continents use the company's cost-effective, high-performance IoT  
2 network and data platform to operate more efficiently, get greener, and enable  
3 innovative services that can improve the lives of millions of people. With more  
4 than 26.7 million devices delivered, Silver Spring provides a proven standards-  
5 based platform safeguarded with military grade security. Silver Spring  
6 Networks' customers include Baltimore Gas & Electric, CitiPower &  
7 Powercor, ComEd, Consolidated Edison, CPS Energy, Florida Power & Light,  
8 Pacific Gas & Electric, Pepco Holdings, and Singapore Power. Silver Spring  
9 has also deployed networks in Smart Cities including Copenhagen, Glasgow,  
10 Paris, Providence, and Stockholm. To learn more, visit [www.ssni.com](http://www.ssni.com).<sup>1</sup>

11 28. The Merger Consideration offered to Silver Spring shareholders in the Proposed  
12 Transaction unfair and inadequate because, among other things, the intrinsic value of the Company's  
13 common stock is materially in excess of the amount offered for those securities in the proposed  
14 acquisition given the Company's prospects for future growth and earnings. The Proposed Transaction  
15 will deny Class Members their right to fully share equitably in the true value of the Company.

## 16 **II. The Merger Agreement's Deal Protection Provisions Deter Superior Offers**

17 29. In addition to failing to conduct a fair and reasonable sales process, the Individual  
18 Defendants agreed to certain deal protection provisions in the Merger Agreement that operate  
19 conjunctively to deter other suitors from submitting a superior offer for Silver Spring.

20 30. First, pursuant to the Merger Agreement, Silver Spring has agreed to immediately  
21 cease (and to cause its subsidiaries to immediately cease) any and all existing discussions,  
22 negotiations and solicitations with any person or entity prior to September 17, 2017 with respect to  
23 any acquisition proposal, to revoke data room access to such persons or entities, and to request the  
24 prompt return or destruction of all non-public Silver Spring information furnished to any such person  
25 in connection therewith. *See* Proxy Statement 88.

26 31. Second, the Merger Agreement contains a no solicitation provision that prohibits the  
27 Company or the Individual Defendants from taking any affirmative action to obtain a better deal for  
28 Silver Spring shareholders. Specifically, the Merger Agreement generally states that the Company  
and the Individual Defendants shall not: (i) solicit, initiate, seek, knowingly encourage, knowingly

---

<sup>1</sup> Silver Spring Networks, Inc., Current Report (Form 8-K), at Exhibit 99.1 (Joint Press Release dated September 18, 2017) (September 18, 2017).

1 facilitate or knowingly induce the making, submission or announcement of any inquiry, expression  
2 of interest, proposal or offer that constitutes or that would reasonably be expected to lead to an  
3 acquisition proposal; (ii) participate in any discussions or negotiations with any person regarding any  
4 Silver Spring acquisition proposal; (iii) agree to, accept, approve, adopt, endorse or recommend (or  
5 propose or announce any intention or desire to do any of the foregoing) any acquisition proposal, or  
6 propose or announce any intention to do so; (iv) enter into any letter of intent, term sheet, agreement  
7 in principle, memorandum of understanding or similar document or agreement or any other contract  
8 contemplating or otherwise relating to, or that would reasonably be expected to lead to, any  
9 acquisition proposal; or (v) submit any acquisition proposal to the vote of the Silver Spring  
10 stockholders. *See Proxy Statement 88.*

11 32. Furthermore, the Company and the Individual Defendants must provide to Itron: (i)  
12 written notice of the identity of such person or entity making such acquisition proposal and of Silver  
13 Spring's intention to participate or engage in discussions or negotiations with, or furnish non-public  
14 information to, such person or entity, and (ii) a copy of such acquisition proposal. *See Proxy*  
15 *Statement 89.*

16 33. Additionally, the Merger Agreement grants Itron recurring and unlimited matching  
17 rights, which provides it with four business days to negotiate with Silver Spring, amend the terms of  
18 the Merger Agreement, and make a counter-offer in the event a superior offer is received. *See Proxy*  
19 *Statement 89.*

20 34. The non-solicitation and matching rights provisions essentially ensure that a superior  
21 bidder will not emerge, as any potential suitor will undoubtedly be deterred from expending the time,  
22 cost, and effort of making a superior proposal while knowing that Itron can easily foreclose a  
23 competing bid. As a result, these provisions unreasonably favor Itron, to the detriment of Silver  
24 Spring's public shareholders.

25 35. The Merger Agreement also provides that Silver Spring must pay Itron a termination  
26 fee of \$32.3 million in cash under certain conditions, including in the event Silver Spring elects to  
27

1 terminate the Merger Agreement to pursue a superior proposal. The termination fee provision further  
2 ensures that no competing offer will emerge, as any competing bidder would have to pay a naked  
3 premium for the right to provide Silver Spring shareholders with a superior offer.

4 **III. The Proxy Statement is Materially Incomplete and Misleading.**

5 36. On November 11, 2017, Silver Spring filed the preliminary Schedule 14A Proxy  
6 Statement with the SEC in connection with the Proposed Transaction. The Proxy Statement solicits  
7 the Company's shareholders to vote in favor of the Proposed Transaction. Defendants were obligated  
8 to carefully review the Proxy Statement before it was filed with the SEC and disseminated to the  
9 Company's shareholders to ensure that it did not contain any material misrepresentations or  
10 omissions. However, the Proxy Statement misrepresents and/or omits material information that is  
11 necessary for the Company's shareholders to make an informed decision concerning whether to vote  
12 in favor of the Proposed Merger, in violation of Sections 14(a) and 20(a) of the Exchange Act.

13  
14 ***Financial Projections Prepared by Silver Spring Management***

15 37. The Proxy Statement provides several non-GAAP financial metrics, including Non-  
16 GAAP Gross Profit, Non-GAAP Operating Income, Adjusted EBITDA, Non-GAAP Net Income, and  
17 Unlevered Free Cash Flows, for Silver Spring, but fails to provide the line item projections detailed  
18 below for the metrics used to calculate these non-GAAP measures.

19 38. First, the Proxy Statement defines Non-GAAP Gross Profit as "the difference between  
20 Billings and cost of Billings." However, the Proxy Statement fails to provide values for the cost of  
21 Billings. *See Proxy Statement 57.*

22 39. Second, the Proxy Statement defines Non-GAAP Operating Income as "operating  
23 income adjusted for Billings and cost of non-GAAP revenue and excludes expenses related to the  
24 amortization of intangible assets, stock-based compensation, acquisition-related." However, the  
25 Proxy Statement fails to provide values: (i) amortization of intangible assets; (ii) stock-based  
26 compensation; and (iii) acquisition-related.

1           40.     Third, the Proxy Statement defines Adjusted EBITDA as “net income adjusted for  
2 changes in deferred revenue and deferred cost of revenue, other (income) expense, net, (benefit)  
3 provision for income taxes, depreciation and amortization, stock-based compensation, acquisition-  
4 related charges, restructuring, legal settlements and certain other items management believes affect  
5 the comparability of operating results.” But the Proxy Statement fails to provide values for: (i) net  
6 income; (ii) deferred revenue and deferred cost of revenue; (iii) (income) expense; (iv) depreciation  
7 and amortization; (v) stock-based compensation; and (vi) acquisition-related charges, restructuring,  
8 legal settlements and certain other items.

9           41.     Fourth, the Proxy Statement defines Non-GAAP Net Income as “net income adjusted  
10 for changes in deferred revenue and deferred cost of revenue, and excludes expenses related to the  
11 amortization of intangible assets, stock-based compensation, acquisition-related charges, income tax  
12 benefit related to acquisitions, restructuring and legal settlements.” However, as mentioned above,  
13 the Proxy Statement fails to provide values for: (i) net income; and (ii) deferred revenue and deferred  
14 cost of revenue

15           42.     Failure to provide complete and full disclosure of the line item projections for the  
16 metrics used (e.g., interest, income taxes, capital expenditures) to calculate the above-mentioned non-  
17 GAAP metrics leaves Silver Spring shareholders without the necessary, material information to reach  
18 a full-informed decision concerning the Company, the fairness of the Merger Consideration, and,  
19 ultimately, whether to vote in favor of the Proposed Transaction. In fact, not only has Silver Spring  
20 previously provided its shareholders with the above-mentioned information, but the Company’s  
21 disclosure of such information has illustrated that there is a substantial difference between the GAAP  
22 and non-GAAP financial metrics. For example, the below are from Silver Spring’s second quarter  
23 2017 press release:

**SILVER SPRING NETWORKS, INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOW**  
(in thousands)

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2017	2016	2017	2016
<b>OPERATING ACTIVITIES</b>				
Net income (loss)	\$ 18,626	\$ 26,121	\$ (4,545)	\$ 7,607
Adjustments to reconcile net income (loss) to net cash provided by operating activities:				
Deferred taxes	9	111	(16)	111
Depreciation and amortization	2,232	2,104	4,477	4,236
Stock-based compensation	7,032	7,041	13,689	13,941
Other non-cash adjustments	106	53	187	113
Changes in assets and liabilities:				
Accounts receivable	(3,419)	(3,117)	(6,979)	859
Inventory	234	1,591	2,752	2,061
Prepaid expenses and other assets	(3,162)	(264)	(3,642)	1,944
Landlord incentives related to lease	—	2,275	883	2,275
Deferred cost of revenue	159,618	17,040	151,617	8,236
Accounts payable	825	561	4,220	1,174
Customer deposits	68	(1)	132	(6)
Deferred revenue	(183,036)	(50,042)	(165,364)	(29,988)
Accrued and other liabilities	3,875	329	7,122	(5,031)
<b>Net cash provided by operating activities</b>	<b>3,008</b>	<b>3,802</b>	<b>4,533</b>	<b>7,532</b>
<b>INVESTING ACTIVITIES</b>				
Proceeds from sales of available-for-sale investments	2,549	18,111	2,549	22,944
Proceeds from maturities of available-for-sale investments	4,200	1,250	5,200	2,250
Purchases of available-for-sale investments	(6,212)	(7,515)	(6,712)	(10,954)
Purchases of property and equipment	(673)	(12,759)	(1,750)	(17,244)
<b>Net cash used for investing activities</b>	<b>(136)</b>	<b>(913)</b>	<b>(713)</b>	<b>(3,004)</b>
<b>FINANCING ACTIVITIES</b>				
Payments on capital lease obligations	—	(141)	—	(285)
Proceeds from issuance of common stock	265	340	2,811	2,228
Taxes paid related to net share settlement of equity awards	(1,402)	(3,286)	(5,948)	(3,620)
<b>Net cash used for financing activities</b>	<b>(1,137)</b>	<b>(3,087)</b>	<b>(3,137)</b>	<b>(1,677)</b>
Effect of exchange rate changes on cash and cash equivalents	123	(234)	67	(136)
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>1,858</b>	<b>(432)</b>	<b>750</b>	<b>2,715</b>
Cash and cash equivalents - beginning of period	49,275	68,411	50,383	65,264
<b>Cash and cash equivalents - end of period</b>	<b>\$ 51,133</b>	<b>\$ 67,979</b>	<b>\$ 51,133</b>	<b>\$ 67,979</b>

**SILVER SPRING NETWORKS, INC.**  
**UNAUDITED RECONCILIATION OF GAAP TO NON-GAAP MEASURES (QUARTERLY)**  
(in thousands)

	Three Months Ended June 30, 2017					
	Cost of Revenue	Change in Deferred Cost of Revenue (a)	Stock-based Compensation	Amortization of Intangible Assets	Acquisition-Related Costs	Cost of Billings
<b>Cost of Revenue / Cost of Billings:</b>						
Product	\$ 186,491	\$ (159,588)	\$ (461)	\$ (80)	\$ -	\$ 26,362
Services						
Managed services and SaaS	9,619	-	(668)	-	-	8,951
Professional services	8,924	-	(792)	-	1	8,133
Total services	\$ 18,543	\$ -	\$ (1,460)	\$ -	\$ 1	\$ 17,084
<b>Total Cost of Revenue / Cost of Billings</b>	<b>\$ 205,034</b>	<b>\$ (159,588)</b>	<b>\$ (1,921)</b>	<b>\$ (80)</b>	<b>\$ 1</b>	<b>\$ 43,446</b>
<b>Operating Expenses / Non-GAAP Operating Expenses:</b>						
Research and development	\$ 17,272	\$ (2,134)	\$ -	\$ -	\$ 1	\$ 15,139
Sales and marketing	8,893	(657)	(104)	-	(2)	8,130
General and administrative	10,881	(2,320)	(8)	-	-	8,553
Restructuring	1,207	-	-	(1,207)	-	-
<b>Total Operating Expenses / Non-GAAP Operating Expenses</b>	<b>\$ 38,253</b>	<b>\$ (5,111)</b>	<b>\$ (112)</b>	<b>\$ (1,207)</b>	<b>\$ (1)</b>	<b>\$ 31,822</b>

1 43. Omission of the above-referenced projections renders the financial projections  
2 included on pages 56 through 57 of the Proxy Statement materially incomplete and misleading. If a  
3 proxy statement discloses financial projections and valuation information, such projections must be  
4 complete and accurate. The question here is not the duty to speak, but liability for not having spoken  
5 enough. With regard to future events, uncertain figures, and other so-called soft information, a  
6 company may choose silence or speech elaborated by the factual basis as then known—but it may not  
7 choose half-truths.

8 44. Furthermore, complete disclosure of the above-mentioned information omitted from  
9 the financial projections is particularly important for Silver Spring shareholders in light of the fact  
10 that shareholders are being asked to vote on a transaction, which has been unanimously endorsed by  
11 the Board, that, if consummated, will cause Silver Spring shareholders to be cashed out of the  
12 Company and deny them their right to fully share equitably in the true value of the Company.

13 ***Evercore's Valuation Analyses and Fairness Opinion***

14 45. With respect to Evercore's *Discounted Cash Flow Analysis*, the Proxy Statement fails  
15 to disclose the following key components used in their analysis: (i) the estimated terminal value of  
16 Silver Spring as of December 31, 2021 under either the perpetuity growth mythology or the terminal  
17 value methodology; (ii) the inputs and assumptions underlying the calculation of the perpetuity  
18 growth rate range of 3.0% to 5.0% used for Silver Spring; (iii) the inputs and assumptions underlying  
19 the calculation of the discount rate range of 11.5% to 15.5% used for Silver Spring; (iv) Silver  
20 Spring's net cash (calculated as cash and cash equivalents less debt) as of June 30, 2017; and (v) the  
21 inputs and assumptions underlying the calculation of the multiple range of 8.0x to 14.0x used for  
22 Silver Spring. *See* Proxy Statement 48-50.

23 46. These key inputs are material to Silver Spring shareholders, and their omission renders  
24 the summary of Evercore's *Discounted Cash Flow Analysis* materially incomplete and misleading.  
25 Indeed, as a highly-respected professor explained in one of the most thorough law review articles  
26 regarding the fundamental flaws with the valuation analyses bankers perform in support of fairness  
27

1 opinions, in a discounted cash flow analysis a banker takes management's forecasts, and then makes  
2 several key choices "each of which can significantly affect the final valuation." Steven M. Davidoff,  
3 *Fairness Opinions*, 55 Am. U.L. Rev. 1557, 1576 (2006). Such choices include "the appropriate  
4 discount rate, and the terminal value..." *Id.* As Professor Davidoff explains:

5 **There is substantial leeway to determine each of these, and any change can**  
6 **markedly affect the discounted cash flow value. For example, a change in**  
7 **the discount rate by one percent on a stream of cash flows in the billions**  
8 **of dollars can change the discounted cash flow value by tens if not**  
9 **hundreds of millions of dollars....** This issue arises not only with a  
10 discounted cash flow analysis, but with each of the other valuation techniques.  
11 **This dazzling variability makes it difficult to rely, compare, or analyze the**  
12 **valuations underlying a fairness opinion unless full disclosure is made of**  
13 **the various inputs in the valuation process, the weight assigned for each, and**  
14 **the rationale underlying these choices.** The substantial discretion and lack of  
15 guidelines and standards also makes the process vulnerable to manipulation to  
16 arrive at the "right" answer for fairness. This raises a further dilemma in light  
17 of the conflicted nature of the investment banks who often provide these  
18 opinions.

19 *Id.* at 1577-78.

20 47. With respect to Evercore's *Illustrative Present Value of Future Share Price* analysis,  
21 the Proxy Statement fails to disclose the inputs and assumptions underlying the calculation of the  
22 discount rate of 13.5%. *See* Proxy Statement 50.

23 48. With respect to Evercore's *Peer Group Trading Multiples Analysis* and *Premiums*  
24 *Paid Analysis*, the Proxy Statement fails to disclose the individual multiples Evercore calculated for  
25 each company and transaction utilized. The omission of these multiples renders the summary of these  
26 analyses and the implied equity value reference ranges materially misleading. A fair summary of  
27 *Peer Group Trading Multiples Analysis* and *Premiums Paid Analysis* requires the disclosure of the  
28 individual multiples for each company and transaction; merely providing the range that a banker  
applied is insufficient, as Silver Spring shareholders are unable to assess whether the banker applied  
appropriate multiples, or, instead, applied unreasonably low multiples in order to drive down the  
implied share price ranges.

1 49. Finally, with respect to Evercore's *Analyst Price Target Analysis*, the Proxy Statement  
2 fails to disclose the number, identities, and respective price targets for each of the research analysts  
3 Evercore evaluated when conducting its analysis.

4 50. In sum, the omission of the above-referenced information renders statements in the  
5 Proxy Statement materially incomplete and misleading in contravention of the Exchange Act. Absent  
6 disclosure of the foregoing material information prior to the special shareholder meeting to vote on  
7 the Proposed Transaction, Plaintiff and the other members of the Class will be unable to make a fully-  
8 informed decision regarding whether to vote in favor of the Proposed Transaction, and they are thus  
9 threatened with irreparable harm, warranting the injunctive relief sought herein.

10 **CLASS ACTION ALLEGATIONS**

11 51. Plaintiff brings this action on his own behalf and as a class action pursuant to Rule 23  
12 of the Federal Rules of Civil Procedure on behalf of all holders of Silver Spring common stock who  
13 are being and will be harmed by Defendants' actions described below (the "Class"). Excluded from  
14 the Class are Defendants herein and any person, firm, trust, corporation, or other entity related to or  
15 affiliated with any of the Defendants.

16 52. This action is properly maintainable as a class action for the following reasons:

- 17 (a) the Class is so numerous that joinder of all members is impracticable. As of  
18 August 31, 2017, Silver Spring had approximately 53.98 million shares  
19 outstanding;
- 20 (b) the holders of these shares are believed to be geographically dispersed through  
21 the United States;
- 22 (c) there are questions of law and fact which are common to the Class and which  
23 predominate over questions affecting individual Class members. The common  
24 questions include, *inter alia*, the following:
- 25 i. whether Defendants have violated Section 14(a) of the Exchange act and  
26 Rule 14a-9 promulgated thereunder



1 ii. whether the Individual Defendants have violated Section 20(a) of the  
2 Exchange Act; and

3 iii. whether Plaintiff and the other members of the Class would suffer irreparable  
4 injury were they required to vote on the Proposed Merger as presently  
5 anticipated.

6 (d) Plaintiff is an adequate representative of the Class, has retained competent  
7 counsel experienced in litigation of this nature, and will fairly and adequately  
8 protect the interests of the Class;

9 (e) Plaintiff's claims are typical of the claims of the other members of the Class and  
10 Plaintiff does not have any interests adverse to the Class;

11 (f) the prosecution of separate actions by individual members of the Class would  
12 create a risk of inconsistent or varying adjudications with respect to individual  
13 members of the Class which would establish incompatible standards of conduct  
14 for the party opposing the Class; and

15 (g) Defendants have acted on grounds generally applicable to the Class with respect  
16 to the matters complained of herein, thereby making appropriate the relief sought  
17 herein with respect to the Class as a whole.

18 **COUNT I**

19 **(Against All Defendants for Violations of Section 14(a) of the Exchange Act and Rule 14a-9**  
20 **and 17 C.F.R. § 244.100 Promulgated Thereunder)**

21 53. Plaintiff incorporates each and every allegation set forth above as if fully set forth  
22 herein.

23 54. Rule 14a-9, promulgated by the SEC pursuant to Section 14(a) of the Exchange Act,  
24 provides that registration statement communications with shareholders shall not contain "any  
25 statement which, at the time and in the light of the circumstances under which it is made, is false or  
26 misleading with respect to any material fact, or which omits to state any material fact necessary in  
27

1 order to make the statements therein not false or misleading.” 17 C.F.R. § 240.14a-9.

2 55. Defendants have issued the Proxy Statement with the intention of soliciting  
3 shareholder support for the Proposed Transaction. Each of the Defendants reviewed and authorized  
4 the dissemination of the Proxy Statement and the use of their name in the Proxy Statement, which  
5 fails to provide critical information regarding, amongst other things: (i) the financial projections for  
6 Silver Spring; (ii) the financial analyses performed by the Company’s financial advisor, Evercore, in  
7 support of their fairness opinion; and (iii) the actual Merger Consideration.

8 56. In so doing, Defendants made untrue statements of fact and/or omitted material facts  
9 necessary to make the statements made not misleading. Each of the Individual Defendants, as officers  
10 and/or directors, were aware of the omitted information but failed to disclose such information, in  
11 violation of Section 14(a). The Individual Defendants were therefore negligent, as they had  
12 reasonable grounds to believe material facts existed that were misstated or omitted from the Proxy  
13 Statement, but nonetheless failed to obtain and disclose such information to Silver Spring  
14 shareholders although they could have done so without extraordinary effort.

15 57. Defendants knew or were negligent in not knowing that the Proxy Statement is  
16 materially misleading and omits material facts that are necessary to render it not misleading. The  
17 Individual Defendants undoubtedly reviewed and relied upon most, if not all, of the omitted  
18 information identified above in connection with their decision to approve and recommend the  
19 Proposed Transaction. Indeed, the Proxy Statement states that Defendants were privy to and had  
20 knowledge of the financial projections for both companies and the details surrounding discussions  
21 with other interested parties and Evercore. Defendants knew or were negligent in not knowing that  
22 the material information identified above has been omitted from the Proxy Statement, rendering the  
23 sections of the Proxy Statement identified above to be materially incomplete and misleading. Indeed,  
24 the Individual Defendants were required to review the bankers’ analyses in connection with their  
25 receipt of the fairness opinions, question the bankers as to their derivation of fairness, and be  
26 particularly attentive to the procedures followed in preparing the Proxy Statement and review it

1 carefully before it was disseminated, to corroborate that there are no material misstatements or  
2 omissions.

3 58. Defendants were, at the very least, negligent in preparing and reviewing the Proxy  
4 Statement. The preparation of a proxy statement by corporate insiders containing materially false or  
5 misleading statements or omitting a material fact constitutes negligence. Defendants were negligent  
6 in choosing to omit material information from the Proxy Statement or failing to notice the material  
7 omissions in the Proxy Statement upon reviewing it, which they were required to do carefully. Indeed,  
8 Defendants were intricately involved in the process leading up to the signing of the Merger  
9 Agreement, the preparation and review of strategic alternatives, and the review of the Company's  
10 financial projections.

11 59. The misrepresentations and omissions in the Proxy Statement are material to Plaintiff  
12 and the Class, deprive them of their right to cast an informed vote if such misrepresentations and  
13 omissions are not corrected prior to the shareholder vote on the Proposed Transaction. Plaintiff has  
14 no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiff  
15 be fully protected from the immediate and irreparable injury that Defendants' actions threaten to  
16 inflict.

17 **COUNT II**

18 **(Against the Individual Defendants for Violations of Section 20(a) of the Exchange Act)**

19  
20 60. Plaintiff incorporates each and every allegation set forth above as if fully set forth  
21 herein.

22 61. The Individual Defendants acted as controlling persons of Silver Spring within the  
23 meaning of Section 20(a) of the Exchange Act as alleged herein. By virtue of their positions as  
24 directors of Silver Spring, and participation in and/or awareness of the Silver Spring's operations  
25 and/or intimate knowledge of the incomplete and misleading statements contained in the Proxy  
26 Statement filed with the SEC, they had the power to influence and control and did influence and  
27 control, directly or indirectly, the decision making of Silver Spring, including the content and

1 dissemination of the various statements that Plaintiff contends are materially incomplete and  
2 misleading.

3 62. Each of the Individual Defendants was provided with or had unlimited access to copies  
4 of the Proxy Statement and other statements alleged by Plaintiff to be misleading prior to and/or  
5 shortly after these statements were issued and had the ability to prevent the issuance of the statements  
6 or cause the statements to be corrected.

7 63. In particular, each of the Individual Defendants had direct and supervisory  
8 involvement in the day-to-day operations of Silver Spring, and, therefore, is presumed to have had  
9 the power to control or influence the particular transactions giving rise to the Exchange Act violations  
10 alleged herein, and exercised the same. The omitted information identified above was reviewed by  
11 the Board prior to voting on the Proposed Transaction. The Proxy Statement at issue contains the  
12 unanimous recommendation of the Board to approve the Proposed Transaction. The Individual  
13 Defendants were thus directly involved in the making of the Proxy Statement.

14 64. In addition, as the Proxy Statement sets forth at length, and as described herein, the  
15 Individual Defendants were involved in negotiating, reviewing, and approving the Merger  
16 Agreement. The Proxy Statement purports to describe the various issues and information that the  
17 Individual Defendants reviewed and considered. The Individual Defendants participated in drafting  
18 and/or gave their input on the content of those descriptions.

19 65. By virtue of the foregoing, the Individual Defendants have violated Section 20(a) of  
20 the Exchange Act.

21 66. As set forth above, the Individual Defendants had the ability to exercise control over  
22 and did control a person or persons who have each violated Section 14(a) and Rule 14a-9, by their  
23 acts and omissions as alleged herein. By virtue of their positions as controlling persons, these  
24 Defendants are liable pursuant to Section 20(a) of the Exchange Act. As a direct and proximate result  
25 of Individual Defendants' conduct, Plaintiff and the Class will be irreparably harmed.

26 67. Plaintiff and the Class have no adequate remedy at law. Only through the exercise of  
27

1 this Court's equitable powers can Plaintiff and the Class be fully protected from the immediate and  
2 irreparable injury that Defendants' actions threaten to inflict.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiff prays for judgment and relief as follows:

5 A. Declaring that this action is properly maintainable as a Class Action and certifying  
6 Plaintiff as Class Representative and its counsel as Class Counsel;

7 B. Enjoining Defendants, their agents, counsel, employees and all persons acting in  
8 concert with them from consummating the Proposed Transaction, unless and until the Company  
9 adopts and implements a procedure or process to obtain a merger agreement providing the best  
10 possible terms for shareholders;

11 C. Rescinding, to the extent already implemented, the Merger or any of the terms thereof,  
12 or granting Plaintiff and the Class rescissory damages;

13 D. Directing the Individual Defendants to account to Plaintiff and the Class for all  
14 damages suffered as a result of the Individual Defendants wrongdoing;

15 E. Awarding Plaintiff the costs and disbursements of this action, including reasonable  
16 attorneys' and experts' fees; and

17 F. Granting such other and further equitable relief as this Court may deem just and proper.

18 Plaintiff demands a TRIAL BY JURY on all issues so triable.

19  
20 DATED: November 10, 2017

21 **OF COUNSEL**  
22 **MONTEVERDE & ASSOCIATES PC**  
23 Juan E. Monteverde  
24 The Empire State Building  
25 350 Fifth Avenue, Suite 4405  
26 New York, New York 10118  
27 Tel: 212-971-1341  
28 Fax: 212-202-7880  
Email: jmonteverde@monteverdelaw.com  
*Counsel for Plaintiff*

Respectfully submitted,  
  
/s/ David E. Bower  
David E. Bower SBN 119546  
**MONTEVERDE & ASSOCIATES PC**  
600 Corporate Pointe, Suite 1170  
Culver City, CA 90230  
Tel: (310) 446-6652  
Fax: (212) 202-7880  
Email: dbower@monteverdelaw.com  
*Counsel for Plaintiff*

CERTIFICATION OF PROPOSED LEAD APPLICANT

MANASCO CONTRACT LLC

*[Handwritten signature]*



CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

KANTRADT LLC, Individually and on Behalf of All Others Similarly Situated,

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

David E. Bower SBN 119546 Monteverde & Associates PC 600 Corporate Pointe suite 1170, Culver City CA 90230 213-446-6652

DEFENDANTS

SILVER SPRING NETWORKS, INC., SCOTT A. LANG, MICHAEL BELL, DR. LAURA D. TYSON, WARREN M. WEISS, THOMAS R. KUHN, RICHARD A. SIMONSON, JONATHON SCHWARTZ, THOMAS H. WERNER, and PETER VAN CAMP

County of Residence of First Listed Defendant San Mateo (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation-Transfer, 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 USC §§ 78n(a) Rule 14a-9

Brief description of cause:

Violations of Securities & Exchange Act of 1935 §§ 14(a) and 20(a)

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER 5:17-cv-06532

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 11/10/2017

SIGNATURE OF ATTORNEY OF RECORD

Handwritten signature of David E. Bower

Print

Save As...

Reset



## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Silver Spring Networks Facing Proposed Securities Lawsuit](#)

---