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Richard W. Wiering
Clerk, U.S. District Court
Northern District of California
San Jose

CV 12-03864

UNITED STATES DISTRICT COURT

THE NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION

Robert Bosch Healthcare Systems, Inc.,

Plaintiff,

v.

Cardiocom, LLC,

Defendant.

CASE NO.:

COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff Robert Bosch Healthcare Systems, Inc. ("Bosch"), for its Complaint against Defendant Cardiocom, LLC ("Cardiocom"), states and alleges as follows:

PARTIES

1. Bosch is a Michigan corporation with its principal place of business at 2400 Geng Road, Suite 200, Palo Alto, California, 94303.

2. Cardiocom is a Minnesota corporation with its principal place of business at 7980 Century Blvd., Chanhassen, MN 55317.

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. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a). Venue in this district is proper pursuant to 28 U.S.C. §§ 1391(b) and 1400(b).

INTRADISTRICT ASSIGNMENT

4. This action arises in the County of Santa Clara, because a substantial part of the events or omissions which give rise to the claim occurred in that county, in that Bosch's principal place of business is in Santa Clara County.

FACTUAL BACKGROUND**The Patents-in-Suit**

5. On April 9, 2002, the United States Patent Office ("PTO") duly and lawfully issued U.S. Patent No. 6,368,273 B1 ("the '273 Patent"), entitled "Networked System for Interactive Communication and Remote Monitoring of Individuals." A true and correct copy of the '273 Patent is attached hereto as Exhibit A.

6. On November 22, 2005, the PTO duly and lawfully issued U.S. Patent No. 6,968,375 B1 ("the '375 Patent"), entitled "Networked System for Interactive Communication and Remote Monitoring of Individuals." A true and correct copy of the '375 Patent is attached hereto as Exhibit B.

7. On August 7, 2007, the PTO duly and lawfully issued U.S. Patent No. 7,252,636 B2 ("the '636 Patent"), entitled "Networked System for Interactive Communication and Remote Monitoring of Individuals." A true and correct copy of the '636 Patent is attached hereto as Exhibit C.

8. On May 10, 2011, the PTO duly and lawfully issued U.S. Patent No. 7,941,327 B2 ("the '327 Patent"), entitled "User Monitoring." A true and correct copy of the '327 Patent is attached hereto as Exhibit D.

9. On September 6, 2011, the PTO duly and lawfully issued U.S. Patent No. 8,015,025 B2 ("the '025 Patent"), entitled "Method and Apparatus for Remote Health Monitoring and Providing Health Related Information." A true and correct copy of the '025 Patent is attached hereto as Exhibit E.

10. On March 20, 2012, the PTO duly and lawfully issued U.S. Patent No. 8,140,663 B2 (“the ‘663 Patent”), entitled “Networked System for Interactive Communication and Remote Monitoring of Individuals.” A true and correct copy of the ‘663 Patent is attached hereto as Exhibit F.

11. Bosch is the owner by assignment of the ‘273, ‘375, ‘636, ‘327, ‘025, and ‘663 Patents (“the Patents-in-Suit”).

Cardiocom’s Infringing System

12. On information and belief, Cardiocom makes, sells, offers for sale, and/or uses in the United States a remote health monitoring system, the Cardiocom Telehealth system, which includes, but is not limited to, the Commander Flex Device, the Commander Device, the Telescale Device, and the Omnivisor Management System, and which can perform at least the following functions:

- a. collect patient vital signs using wired and wireless peripherals, such as weight scales, blood pressure monitors, glucose meters, pulse oximeters, and peak flow meters;
- b. communicate with web based system via cellular transmission, phone line, or the Internet;
- c. provide health messaging, education, surveys and questions through the Commander Flex, Commander, or Telescale devices to the patient to answer to assist the care provider in evaluating the patient’s condition;
- d. allow the care provider to remotely customize the session questions and messages, target and alert levels, and other key communication parameters, provided to the patient by the Commander Flex, Commander, or Telescale device;
- e. provide medication reminders to patients and permit care providers to remotely customize such medication reminders;
- f. provide to the patient two-way personalized messaging that enables healthcare providers to instantly send unique, customized communications to individual patients or select groups;
- g. allow care providers to manage their patients’ care plans in real time.

13. The Cardiocom Telehealth system meets all of the limitations of one or more of the claims of the Patents-in-Suit, thereby infringing the Patents-in-Suit.

COUNT I—INFRINGEMENT OF THE ‘273 PATENT

14. Bosch reasserts and incorporates herein by reference the allegations set forth in paragraphs 1-13 as though fully set forth herein.

15. Cardiocom has infringed one or more claims of the ‘273 Patent, either literally or under the doctrine of equivalents, by making, selling, offering to sell, and/or operating its remote health monitoring system in the United States.

16. Bosch has been damaged by Cardiocom’s ongoing infringement of the ‘273 Patent and will be injured irreparably unless such activities are enjoined by this Court.

COUNT II—INFRINGEMENT OF THE ‘375 PATENT

17. Bosch reasserts and incorporates herein by reference the allegations set forth in paragraphs 1-16 as though fully set forth herein.

18. Cardiocom has infringed one or more claims of the ‘375 Patent, either literally or under the doctrine of equivalents, by making, selling, offering to sell, and/or operating its remote health monitoring system in the United States.

19. Bosch has been damaged by Cardiocom’s ongoing infringement of the ‘375 Patent and will be injured irreparably unless such activities are enjoined by this Court.

COUNT III—INFRINGEMENT OF THE ‘636 PATENT

20. Bosch reasserts and incorporates herein by reference the allegations set forth in paragraphs 1-19 as though fully set forth herein.

21. Cardiocom has infringed one or more claims of the ‘636 Patent, either literally or under the doctrine of equivalents, by making, selling, offering to sell, and/or operating its remote health monitoring system in the United States.

22. Bosch has been damaged by Cardiocom’s ongoing infringement of the ‘636 Patent and will be injured irreparably unless such activities are enjoined by this Court.

COUNT IV—INFRINGEMENT OF THE ‘327 PATENT

23. Bosch reasserts and incorporates herein by reference the allegations set forth in paragraphs 1-22 as though fully set forth herein.

24. Cardiocom has infringed one or more claims of the '327 Patent, either literally or under the doctrine of equivalents, by making, selling, offering to sell, and/or operating its remote health monitoring system in the United States.

25. Bosch has been damaged by Cardiocom's ongoing infringement of the '327 Patent and will be injured irreparably unless such activities are enjoined by this Court.

COUNT V—INFRINGEMENT OF THE '025 PATENT

26. Bosch reasserts and incorporates herein by reference the allegations set forth in paragraphs 1-25 as though fully set forth herein.

27. Cardiocom has infringed one or more claims of the '025 Patent, either literally or under the doctrine of equivalents, by making, selling, offering to sell, and/or operating its remote health monitoring system in the United States.

28. Bosch has been damaged by Cardiocom's ongoing infringement of the '025 Patent and will be injured irreparably unless such activities are enjoined by this Court.

COUNT VI—INFRINGEMENT OF THE '663 PATENT

29. Bosch reasserts and incorporates herein by reference the allegations set forth in paragraphs 1-28 as though fully set forth herein.

30. Cardiocom has infringed one or more claims of the '663 Patent, either literally or under the doctrine of equivalents, by making, selling, offering to sell, and/or operating its remote health monitoring system in the United States.

31. Bosch has been damaged by Cardiocom's ongoing infringement of the '663 Patent and will be injured irreparably unless such activities are enjoined by this Court.

RELIEF REQUESTED

WHEREFORE, Plaintiff Robert Bosch Healthcare Systems, Inc. respectfully prays for a judgment:

a. Enjoining permanently Cardiocom, LLC from making, using, selling, or offering to sell its infringing system in the United States;

b. Awarding damages against Cardiocom, LLC for its infringing activities;

c. Awarding pre- and post-judgment interest as provided by law; and


1 d. Awarding such other relief as is deemed just and equitable.

2 **JURY DEMAND**

3 Plaintiff hereby demands a trial by jury with respect to all counts.

4 DATED: July 24, 2012

DORSEY & WHITNEY LLP

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7 By: 
8 PATRICIA A. WELCH
9 Attorneys for Plaintiff Robert Bosch Healthcare
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