

PATRICIA A. WELCH (SBN 127889)  
E-MAIL: welch.patricia@dorsey.com  
DORSEY & WHITNEY LLP  
305 Lytton Ave.  
Palo Alto, CA 94301  
Telephone: (650) 857-1717  
Facsimile: (650) 857-1288

COPY

E-FILING

DOUGLAS F. STEWART (*Pro hac vice to be applied for*)  
E-Mail: stewart.douglas@dorsey.com  
TODD S. FAIRCHILD (*Pro hac vice to be applied for*)  
E-Mail: fairchild.todd@dorsey.com  
DORSEY & WHITNEY LLP  
701 Fifth Avenue, Suite 6100  
Seattle, WA 98104  
Telephone: (206) 903-8800  
Facsimile: (206) 903-8820

ADR  
ORIGINAL FILED

JUL 24 2012

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

CV 12-03864

Attorneys for Plaintiff

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.

1 **JURISDICTION AND VENUE**

2 3. This is an action for patent infringement arising under the patent laws of the United States,  
3 Title 35 of the United States Code. This Court has subject matter jurisdiction over this action pursuant to  
4 28 U.S.C. §§ 1331 and 1338(a). Venue in this district is proper pursuant to 28 U.S.C. §§ 1391(b) and  
5 1400(b).

6 **INTRADISTRICT ASSIGNMENT**

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

10 **FACTUAL BACKGROUND**

11 **The Patents-in-Suit**

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

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

19 7. On August 7, 2007, the PTO duly and lawfully issued U.S. Patent No. 7,252,636 B2 ("the  
20 '636 Patent"), entitled "Networked System for Interactive Communication and Remote Monitoring of  
21 Individuals." A true and correct copy of the '636 Patent is attached hereto as Exhibit C.

22 8. On May 10, 2011, the PTO duly and lawfully issued U.S. Patent No. 7,941,327 B2 ("the  
23 '327 Patent"), entitled "User Monitoring." A true and correct copy of the '327 Patent is attached hereto as  
24 Exhibit D.

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



**COUNT I—INFRINGEMENT OF THE ‘273 PATENT**

1  
2 14. Bosch reasserts and incorporates herein by reference the allegations set forth in paragraphs  
3 1-13 as though fully set forth herein.

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

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

**COUNT II—INFRINGEMENT OF THE ‘375 PATENT**

9  
10 17. Bosch reasserts and incorporates herein by reference the allegations set forth in paragraphs  
11 1-16 as though fully set forth herein.

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

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

**COUNT III—INFRINGEMENT OF THE ‘636 PATENT**

17  
18 20. Bosch reasserts and incorporates herein by reference the allegations set forth in paragraphs  
19 1-19 as though fully set forth herein.

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

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

**COUNT IV—INFRINGEMENT OF THE ‘327 PATENT**

25  
26 23. Bosch reasserts and incorporates herein by reference the allegations set forth in paragraphs  
27 1-22 as though fully set forth herein.






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

5  
6 By:   
7 PATRICIA A. WELCH  
8 Attorneys for Plaintiff Robert Bosch Healthcare  
9 Systems, Inc.  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28