IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

BLUE SKY NETWORKS, LLC,	§	
	§	
Plaintiff	§	
	§	
v.	§	**CIV. A. NO. 6:17-cv-435-JRG-JDL**
	§	
TOYOTA MOTOR SALES U.S.A., INC., TOYOTA MOTOR NORTH AMERICA, INC., TOYOTA MOTOR MANUFACTURING TEXAS, INC., TOYOTA MOTOR CORPORATION, and TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC.	§	**JURY TRIAL REQUESTED**
	§	
Defendants	§	

BLUE SKY NETWORK'S
FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Blue Sky Networks, LLC files this First Amended Complaint against Defendants Toyota Motor Sales U.S.A., Inc., Toyota Motor North America, Inc., Toyota Motor Manufacturing Texas, Inc., Toyota Motor Corporation, and Toyota Motor Engineering & Manufacturing North America, Inc. (collectively "Toyota" or "Defendants") for infringement of Blue Sky's patents: U.S. Patent Nos. 6,088,398; 6,484,027; 6,865,372; 8,265,691; and 8,346,169.

THE PARTIES

1. Plaintiff and patent owner Blue Sky Networks, LLC ("Blue Sky") is a Texas limited liability company with its headquarters and principal place of business at 1400 Preston Road, Suite 475, Plano, Texas 75093.

2. Toyota Motor Sales, U.S.A., Inc., a California corporation, sells, markets, and distributes Toyota and Lexus vehicles in the United States.

3. Toyota Motor Sales, U.S.A., Inc. is a wholly-owned subsidiary of Toyota Motor North America, Inc., a corporation formed under the laws of California.

4. Toyota Motor North America, Inc. controls Toyota Motor Sales, U.S.A., Inc. and manages Toyota's corporate activities in the United States. It is headquartered at 6565 Legacy Drive, Plano, Texas 75024.

5. Toyota Motor Engineering & Manufacturing North America, Inc. ("TEMA") is a Kentucky Corporation with its headquarters at 6565 Legacy Drive, Plano, Texas 75024.

6. Toyota Motor Corporation is a Japanese company with a principal place of business at 1 Toyota-cho, Toyota City, Aichi Prefecture 471-8571, Japan.

7. Toyota Motor North America, Inc. is owned 99.9% by Toyota Motor Corporation and 0.1% by Toyota Motor Sales, U.S.A., Inc.

8. Toyota Motor Manufacturing, Texas, Inc. is a Texas corporation with its principal place of business at 1 Lone Star Pass, San Antonio, Texas 78264.

9. Toyota Motor Manufacturing Texas, Inc. is a manufacturing subsidiary of Toyota Motor Corporation and produces Toyota Tundra and Tacoma vehicles.

10. Toyota may be served through its registered agent for process, CT Corporation System, at 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

11. Toyota has been served or agreed to waive formal service of process and accept service of this Amended Complaint by and through counsel.

JURISDICTION AND VENUE

12. This is a patent suit brought under the United States Patent Act, namely 35 U.S.C. §§ 271, 281, and 284-285, among other laws. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

13. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1400(b). Toyota is headquartered in and does business in this judicial district. Toyota markets, sells, and delivers accused products in this district, directs and instructs customers and end users how to use the accused products in this district, and has committed acts of infringement in this judicial district.

14. As a resident of Texas, Toyota is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long-Arm Statute. Toyota conducts substantial business in this State and judicial district, including at least part of the infringing activities, regularly does and solicits business in Texas, and derives substantial revenue from selling goods to Texas residents.

BLUE SKY PATENTS

15. Blue Sky is the owner by assignment of all right, title, and interest in and to the following "Asserted Patents": U.S. Patent Nos. 6,088,398 (the "'398 Patent"); 6,484,027 (the "'027 Patent"); 6,865,372 (the "'372 Patent"); 8,265,691 (the "'691 Patent"); and 8,346,169 (the "'169 Patent").

16. Blue Sky possesses all rights of recovery under the Asserted Patents.

The '398 OFDM Patent

17. Mattias Wahlqvist, Roger Larsson, and Christer Östberg invented the claimed

subject matter of the ’398 Patent while working for Telia Research, a technology research arm of Telia Company AB, which dates to 1853 and is the largest mobile network operator in Sweden.

18. The ’398 Patent, as its title indicates, relates to “Orthogonal Frequency Division Multiplex Systems.” OFDM is a modulation format used in many of the latest wireless telecommunication systems and standards including LTE.

19. By using closely spaced carrier signals, OFDM signals are capable of high data rates. A related advantage of OFDM is minimization of interference between closely spaced carriers due to their orthogonality.

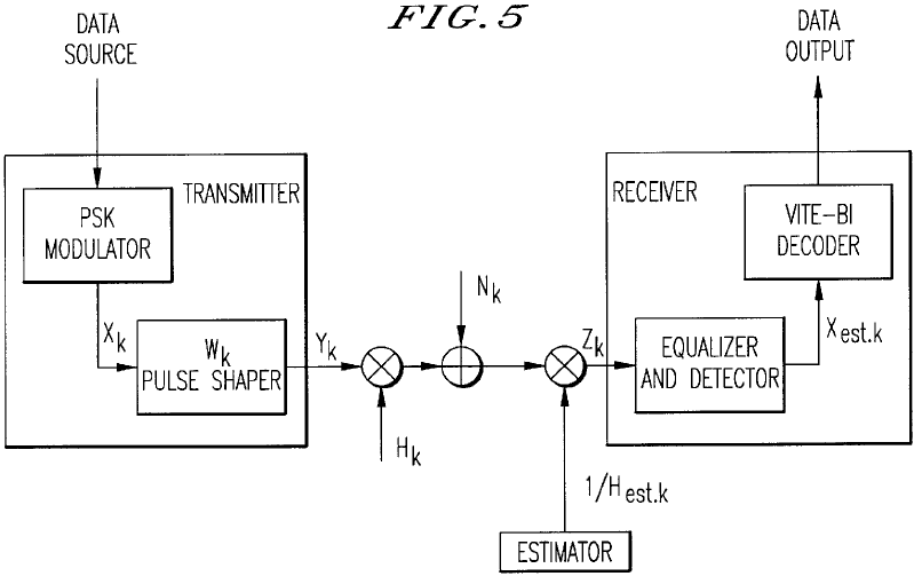
20. In OFDM systems, the signal is pulse-shaped to suppress side lobes in order to reduce guard bands and the space between carriers.

21. Recognizing that pulse shaping breaks orthogonality and results in inter-symbol interference (ISI), the inventors introduced equalization to compensate for ISI.

22. In allowing the claims of the ’398 Patent, the Examiner noted the absence in the prior art of “the receiver for the OFDM signals subjected to pulse shaping and every other subcarrier omitted, which receiver can recover data at a rate better than one-half the rate of an ordinary OFDM receiver with half the subcarriers absent due to an equalizer and the reduction of guard bands.”

23. Figure 5 from the ’398 Patent depicts schematically an OFDM system employing the claimed subject matter:

FIG. 5



24. In operation, receivers in mobile devices utilizing OFDM modulation and implementing the claimed subject matter equalize channels to maintain orthogonality so the received signal can be correctly decoded.

25. The United States Patent and Trademark Office issued the ’398 Patent on July 11, 2000, after a complete examination and upon finding the claimed subject matter novel and the application meeting all requirements for patentability.

26. The ’398 Patent is valid and enforceable.

27. A copy of the ’398 Patent is attached at Exhibit A.

The Enhanced Handset Patents

28. Dan Mauney, Marc Sullivan, Charles Green, and Steve Harbin invented the claimed subject matter of the ’027, ’372, ’691, and ’169 Patents while working for SBC Technology Resources, Inc. in Austin, Texas. SBC Technology Resources, later renamed SBC Laboratories in 2003, was the research and development arm of SBC Communications Inc., which acquired AT&T in 2005.

29. The Asserted Patents, titled "Enhanced Wireless Handset, Including Direct Handset-to-Handset Communication Mode, were duly and legally issued by the United States Patent and Trademark Office after full and complete examinations of each.

30. The Patent Examiner found each set of allowed claims to recite patentable subject matter and each respective application meeting all requirements for patentability.

31. The Asserted Patents are directed to wireless handset and mobile devices for operation on a wireless network (e.g., a cellular, PCS, or WiFi network) and wireless short-range direct communication with other wireless handsets (i.e., direct handset-to-handset communication), paging devices, and other communication devices.

32. To facilitate set-up, the Asserted Patents describe find features (e.g., that assist a handset operator in determining what objects, including other handset users, are located within the handset's operating range), memory for maintaining a list of available devices for communicating via the short-range wireless network, and short-range messaging.

33. In operation, handsets described in the Asserted Patents scan, find, register, and communicate with available devices and may present to a user a list from which the user may select devices to pair with a handset to enable two-way communication via the short-range wireless network independent of a cellular or other wireless network.

34. The Asserted Patents further describe how embodying handsets may simultaneously communicate on short range wireless network(s) and a wide-area wireless network such as cellular or PCS systems.

A. United States Patent No. 6,484,027

35. The United States Patent and Trademark Office issued the ’027 Patent on November 19, 2002, after a complete examination and upon finding the claimed subject matter novel and the application meeting all requirements for patentability.

36. The ’027 Patent is valid and enforceable.

37. A copy of the ’027 Patent is attached at Exhibit B.

B. United States Patent No. 6,865,372

38. The United States Patent and Trademark Office issued the ’372 Patent on March 8, 2005, after a complete examination and upon finding the claimed subject matter novel and the application meeting all requirements for patentability.

39. The ’372 Patent issued from a division of application No. 09/094,600 from which the ’027 Patent issued.

40. The ’372 Patent is valid and enforceable.

41. A copy of the ’372 Patent is attached at Exhibit C.

C. United States Patent No. 8,265,691

42. The United States Patent and Trademark Office issued the ’691 Patent on September 11, 2012, after a complete examination and upon finding the claimed subject matter novel and the application meeting all requirements for patentability.

43. The ’691 Patent issued from a continuation of the application that issued as the 8,019,381 Patent and is, therefore, related to the ’372 and ’027 Patents.

44. The ’691 Patent is valid and enforceable.

45. A copy of the ’691 Patent is attached at Exhibit D.

D. United States Patent No. 8,346,169

46. The United States Patent and Trademark Office issued the ’169 Patent on January 1, 2013, after a complete examination and upon finding the claimed subject matter novel and the application meeting all requirements for patentability.

47. The ’169 Patent is related to the other Asserted Patents.

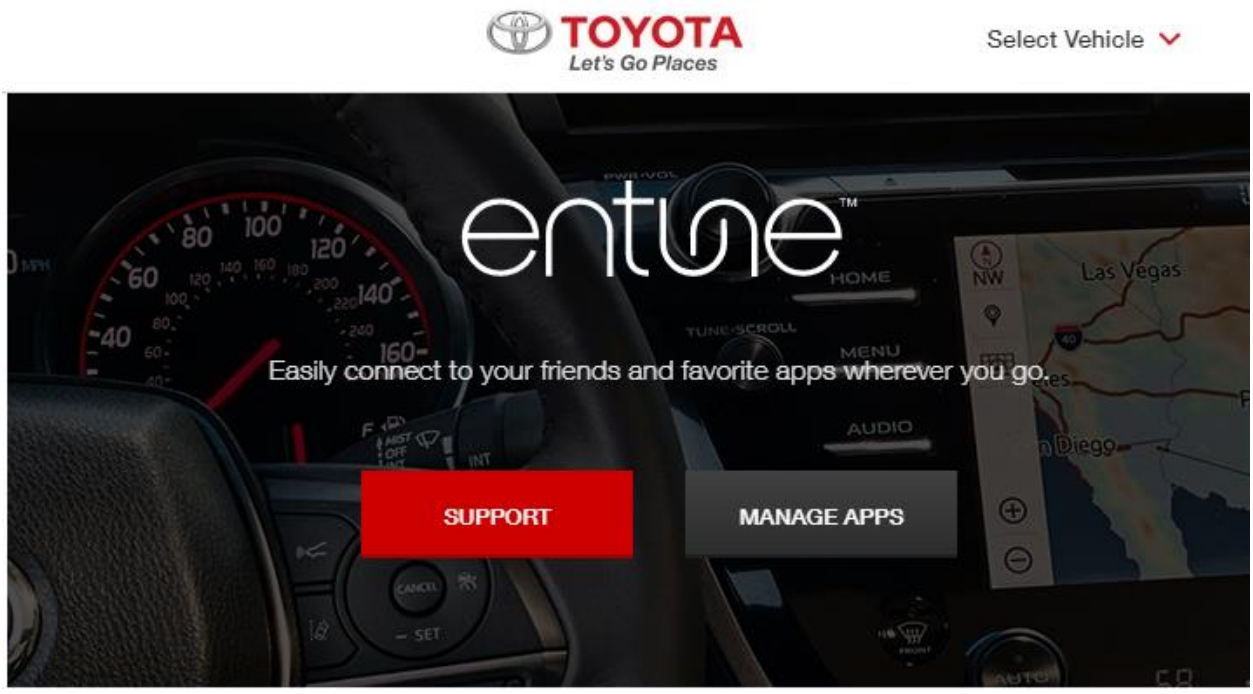
48. The ’169 Patent is valid and enforceable.

49. A copy of the ’169 Patent is attached at Exhibit E.

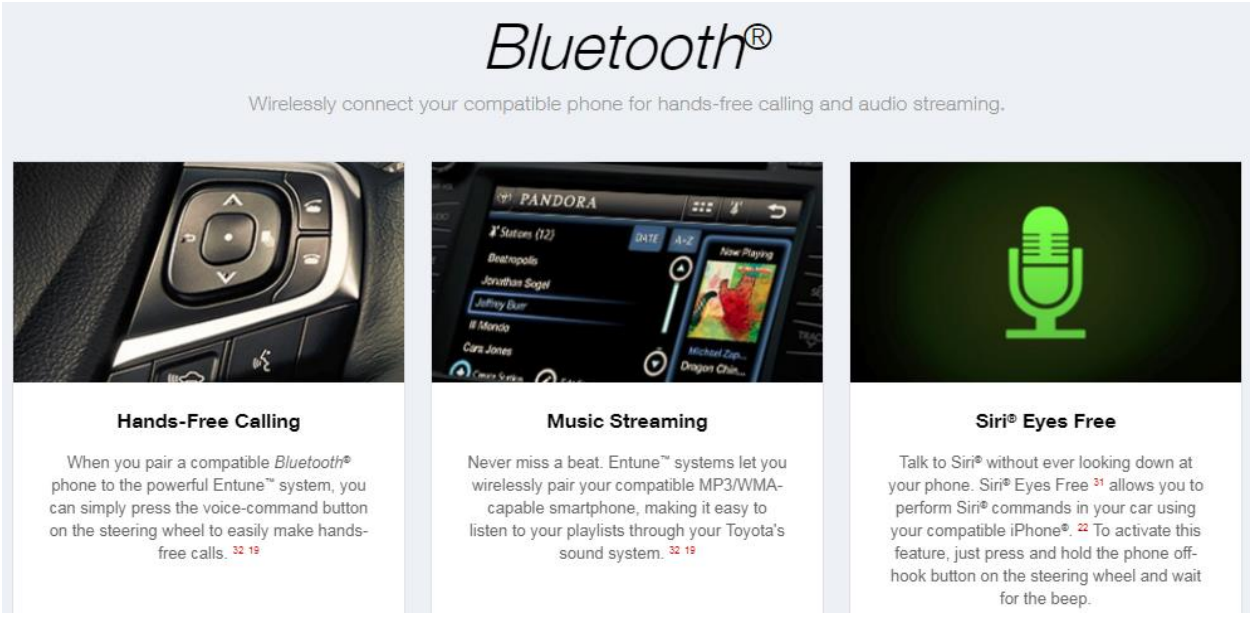
ACCUSED TOYOTA AND LEXUS PRODUCTS

50. Toyota makes, imports, sells, offers to sell, distributes, licenses, markets and/or uses the Toyota Entune in-dash smart service in Toyota vehicles such as the Camry, Sienna, Tundra, and Tacoma, and the Lexus Enform and MobileLink in-dash system in Lexus vehicles.

51. Toyota Motor Engineering & Manufacturing North America, Inc. developed the Toyota Entune system.



52. Toyota's Entune system includes Bluetooth wireless connectivity.



53. Toyota offers LTE-connectivity in the Entune 3.0 multimedia system available on select 2018 and newer Toyota vehicles such as the Toyota Camry.

54. Defendants' Entune 3.0 system complies with the LTE technical standard.

55. The downlink transmission scheme for the LTE physical layer is based on Orthogonal Frequency Division Multiplexing (OFDM).

56. Toyota's Entune 3.0 LTE-compliant system relies on OFDM and infringes the '398 OFDM Patent.

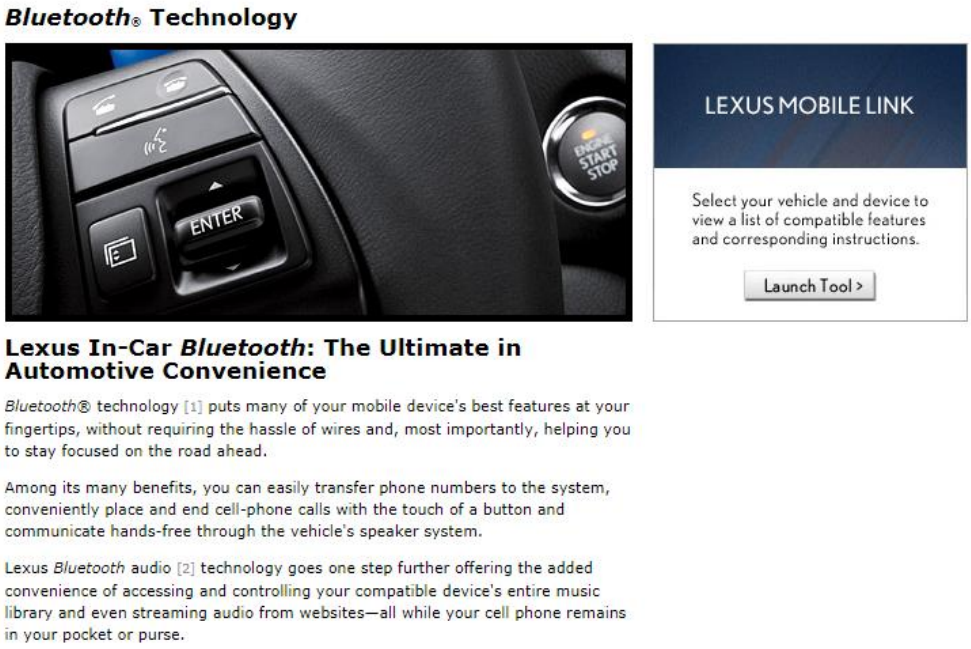
57. The Entune 3.0 LTE communication system utilizes pulse-shaping filters to limit transmission bandwidth so the OFDM signals conform to adjacent channel leakage threshold requirements.

58. To mitigate the negative effects of pulse-shaping, Entune 3.0 LTE-compliant systems feature an equalizer to compensate for loss of carrier orthogonality.

59. The Entune 3.0 LTE-compliant system includes a receiver having an equalizer to compensate for sources of frequency offset between the transmitter and receiver in the Entune 3.0 communication module.

60. In Entune 3.0 LTE-compliant systems, a receiver equalizes and synchronizes the signal to ensure the frequency offset is within a permissible error range.

61. Toyota and Lexus vehicles feature Bluetooth-enabled infotainment systems. In Lexus vehicles, Toyota brands the system Enform and MobileLink.



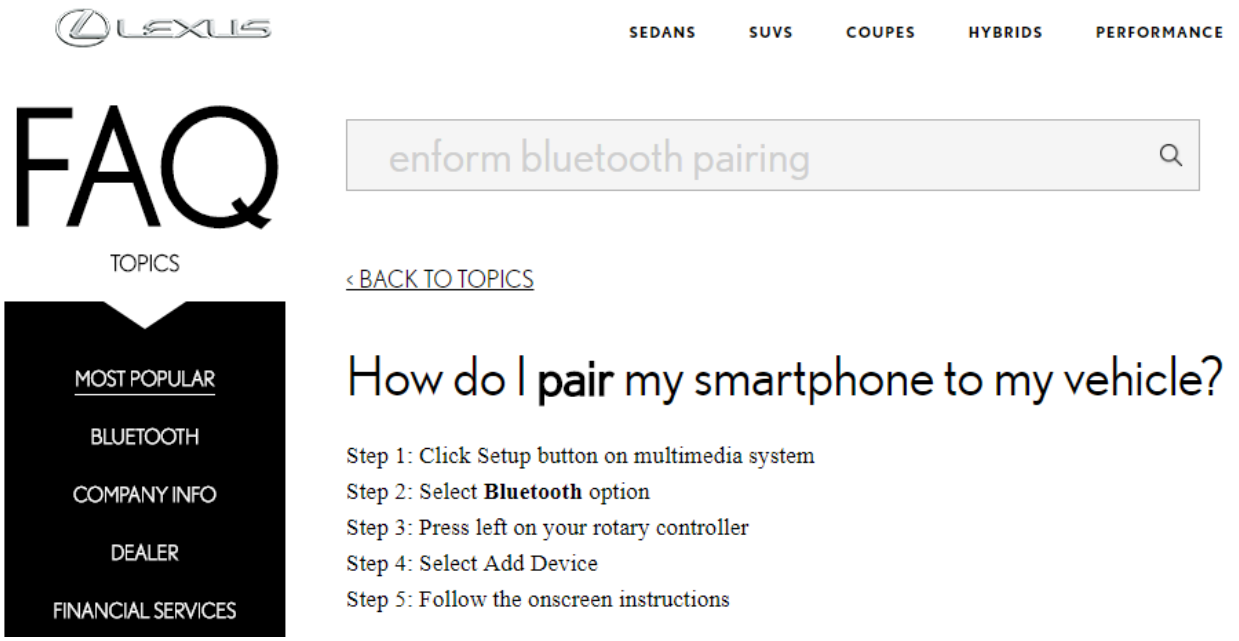
62. Toyota vehicles feature Entune Bluetooth-enabled communication systems.

63. Defendants' Entune and Enform/MobileLink in-vehicle infotainment systems comply with the Bluetooth technical standards.

64. Toyota Bluetooth-enabled systems practice and/or are used to practice the Enhanced Handset Patents.

65. Toyota Bluetooth-enabled products include hardware, software, radios and associated communication hardware for performing identification, pairing, and communication via short-range wireless networking protocols.

66. Toyota provides detailed instructions to customers and end users showing how to setup and pair devices with the accused systems via Bluetooth.



67. Generally, Toyota's accused products feature Bluetooth short-range wireless functionality for practicing the claims of the Enhanced Handset Patents.

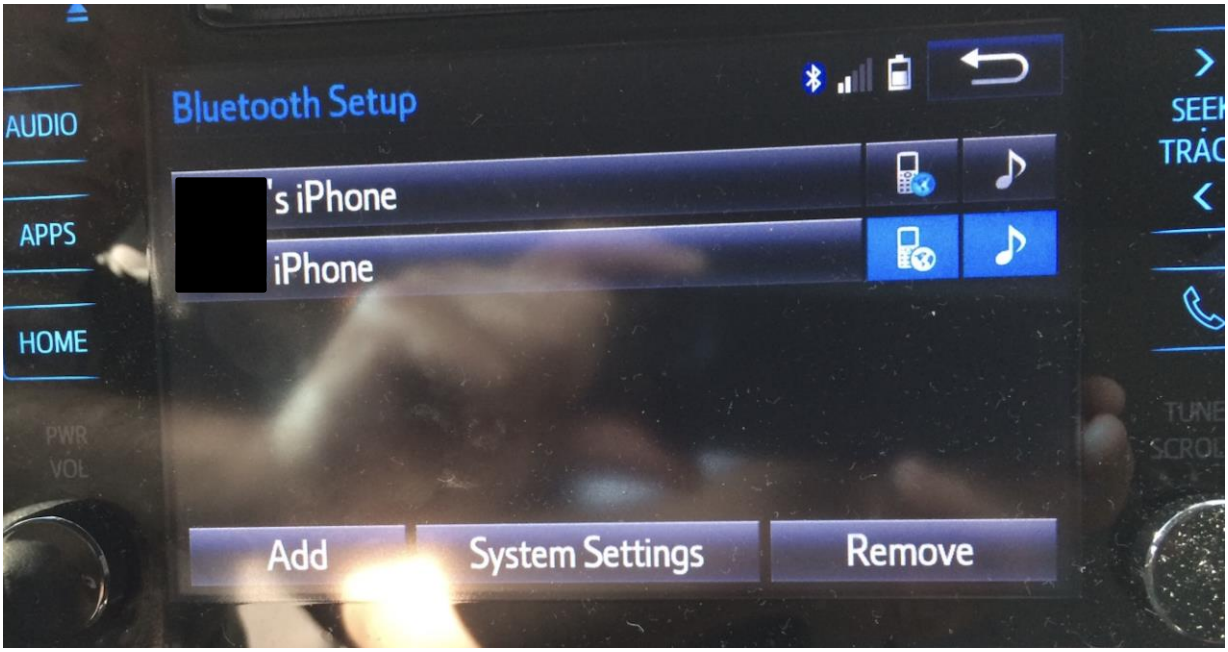
68. Accused Toyota Bluetooth-enabled products are enabled to locate other devices within range.

69. In normal operation, the accused Toyota products are used to initiate a pairing process using the Bluetooth device pairing substate to discover any Bluetooth enabled devices (e.g., phone, tablet, computer, wearable) within range.

70. Using Bluetooth BR/EDR, the Toyota Bluetooth system enters the page sub-

state to determine whether available devices are within range and may transmit a train of page messages until a response is received from a potential target device.

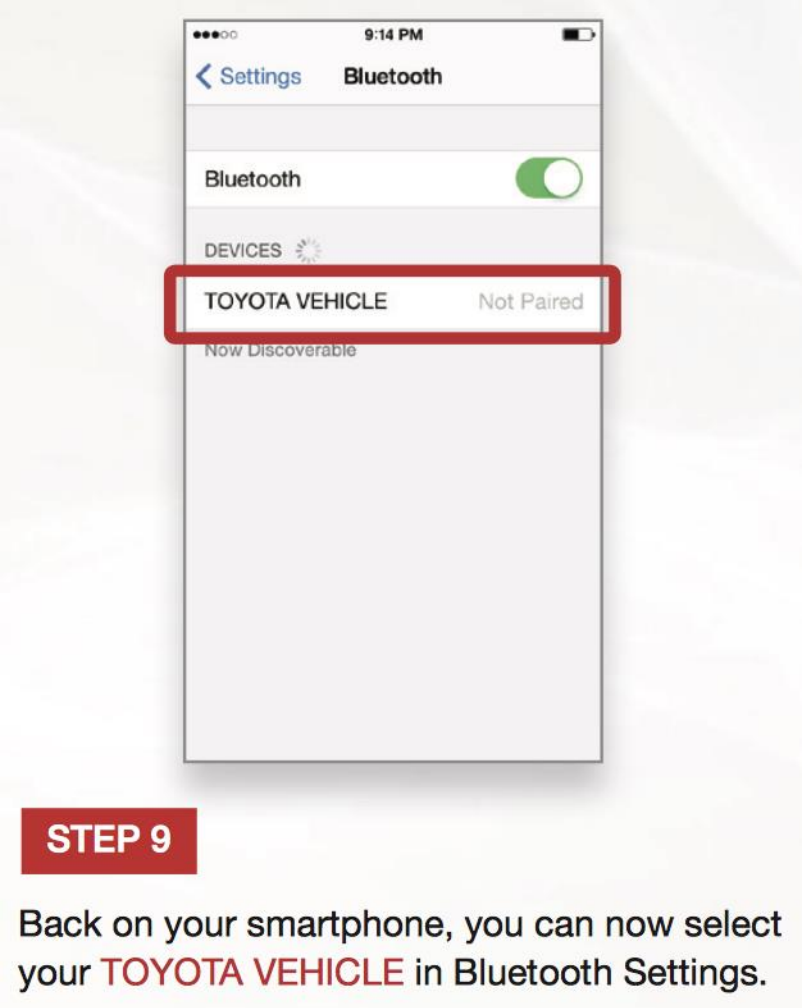
71. The Toyota system, in turn, exchanges messages with available Bluetooth devices (e.g., a Bluetooth-enabled smartphone or tablet) and stores identifier data and pairing information for the device, displaying each paired devices as "registered" and "connected" when pairing is complete.



72. In normal operation, the Toyota Bluetooth-enabled system receives page response messages from proximate devices via a page scan channel.

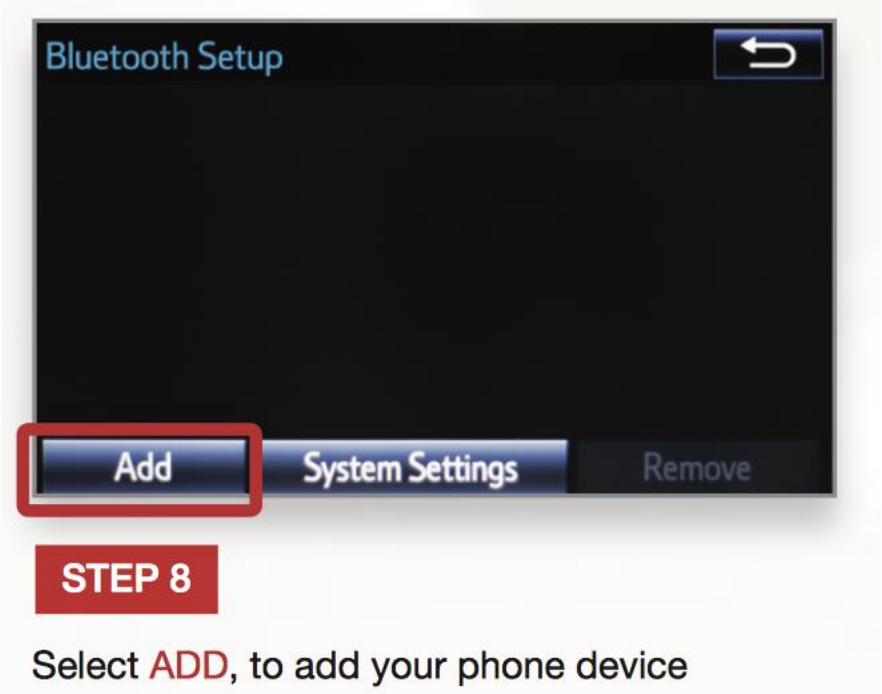
73. The Toyota accused products can connect with multiple devices simultaneously.

74. In order to support concurrent operations, the Toyota Bluetooth systems use time division multiplexing between channels.



75. During normal pairing operation of the Toyota accused systems, the connecting device such as a smartphone is placed in the page substate by pressing a button to identify "TOYOTA VEHICLE" for pairing as shown above in Toyota's instructions.

76. Bluetooth-enabled objects may be added through the infotainment interface, which prompts a user to pair with available Bluetooth-enabled devices. Pairing causes the object to be automatically added to an authorized found list of paired devices.



77. When a connectable device receives a page request on its page scan channel from the Toyota accused system, it enters into a sequence of exchanges with the accused device, which enters into a master response routine.

78. The accused Toyota systems compile a list of discovered or available Bluetooth devices based upon information exchanged with such devices during pairing.

79. A link key is created and exchanged during the pairing process. Once the accused product is paired with a connectable device, higher level initialization procedures are invoked to update a stored list of paired devices.

80. In normal operation, the accused Toyota Bluetooth-enabled products provide a list "available" devices that are displayed on the infotainment screen.

81. Toyota directs, instructs, and encourages customers and end users to configure and control Bluetooth devices for pairing with Toyota and Lexus vehicles.

82. Toyota provides the accused products to end users for performing identification, pairing, and communication via short-range wireless networking protocols as recited in the asserted claims. Generally, the accused products feature Bluetooth short-range wireless functionality for practicing the claims of the Asserted Patents.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 6,088,398

83. Blue Sky incorporates by reference paragraphs 1-82 and re-alleges them as if stated here.

84. Toyota directly infringes at least claim 13 of the ’398 Patent by making, selling, offering for sale, importing, using, distributing, and licensing the LTE-compliant Entune 3.0 in-dash communication system described in this Complaint that includes OFDM functionality as described herein.

85. Toyota’s LTE-compliant system embodies claim 13 of the ’398 Patent and is designed and intended to operate on OFDM systems.

86. Defendants’ LTE-compliant system includes receivers with equalizers that compensate for loss of orthogonality caused by pulse shaping.

87. Toyota is on notice of the infringing LTE-compliant products, features, and how end users of the accused LTE-compliant system operate it on LTE networks and use the claimed apparatus.

88. Toyota is on notice by this Complaint that its acts of inducing end users to use the LTE functionality of the Entune 3.0 system constitute indirect infringement.

89. Toyota is on notice by this Complaint that its acts of providing the Entune

3.0 system, which includes LTE-compliant communication modules having no substantial non-infringing use, constitute contributory infringement. Toyota's continued provision of the Entune 3.0 system with knowledge of the '398 Patent and how it is infringed by Toyota demonstrates Defendants' specific intent that end users directly infringe claim 13 by using the LTE-compliant system.

90. Toyota advertises and promotes the Entune 3.0 LTE-compliant system on websites (e.g., https://www.toyota.com/entune/).

91. Toyota instructs customers to use LTE-complaint Entune 3.0 systems to send and receive OFDM data.

92. Toyota tests the Entune 3.0 system to ensure compliance and interoperability with the LTE standard.

93. Entune 3.0 systems perform synchronization procedures including Cell Search by which the device acquires time and frequency synchronization with a base station in the cell.

94. An equalizer in the Entune 3.0 communication module corrects frequency error to ensure orthogonality so the received signal is correctly decoded.

95. Toyota encourages, aids, and directs customers and end users of the Entune 3.0 system to use and operate it on LTE networks.

96. Toyota makes, uses, licenses, sells, offers to sell, and promotes LTE-compliance of the Entune 3.0 system with the specific intent that end users and customers use them in an infringing manner.

97. Toyota sells and offers to sell the LTE-compliant Entune 3.0 system for use

in practicing the ’398 Patent, and the accused LTE communication module is material to practicing one or more claims of the ’398 Patent. The LTE features have no substantial non-infringing uses and are known to Toyota to be especially made or adapted for use infringing the ’398 Patent by including hardware and software that operates in compliance with the LTE standard.

98. Toyota’s infringing conduct has damaged Blue Sky Networks. Defendants are liable to Blue Sky Networks in an amount that adequately compensates it for Defendants’ infringement, which, by law, can be no less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 6,484,027

99. Blue Sky incorporates by reference paragraphs 1-98 and re-alleges them as if stated here.

100. Toyota directly infringes at least claims 1, 2, 4, 5, 6, 7, 8, and 9 of the ’027 Patent.

101. Toyota makes, uses, sells, offers for sale, imports and/or uses systems, including, without limitation, the Toyota Entune system, Entune App Suite, MobileLink, and Enform system (“Accused Products”). The Accused Products embody the asserted claims of the ’027 Patent including representative claim 5.

102. In normal operation, the Accused Products initiate a pairing feature to discover and connect to Bluetooth enabled devices (e.g., tablets, phones, computers, etc.) within range.

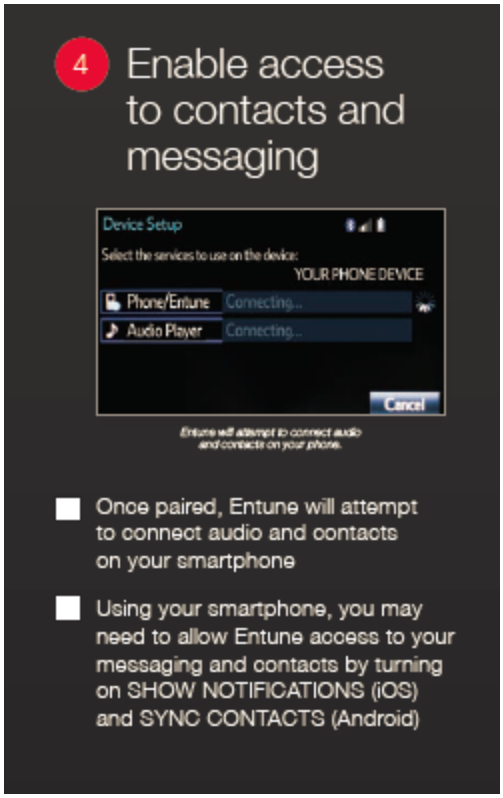
103. In an Accused Product that operates using Bluetooth BR/EDR, the infotainment system enters the page sub-state to determine whether available devices are within range and may transmit a train of page messages until a response is received from a connectable device within range.

104. In turn, the Accused Product detects any response messages from available Bluetooth devices (e.g., a smartphone). The Toyota systems collect and store information received from the connectable device's response messages and uses that information to compile a list of available Bluetooth devices.

105. When a connectable device and the Accused Product exchange a page request on the page scan channel, the system enters into a sequence of exchanges with the Toyota system, which enters into a master response routine.

106. A link key is created and exchanged during the pairing process. Once an Accused Product is paired with a connectable device, higher level initialization procedures are invoked to update a stored list of paired devices.

107. The Toyota systems store and display a list of An Accused Product lists "available" devices that are detected to be within range.

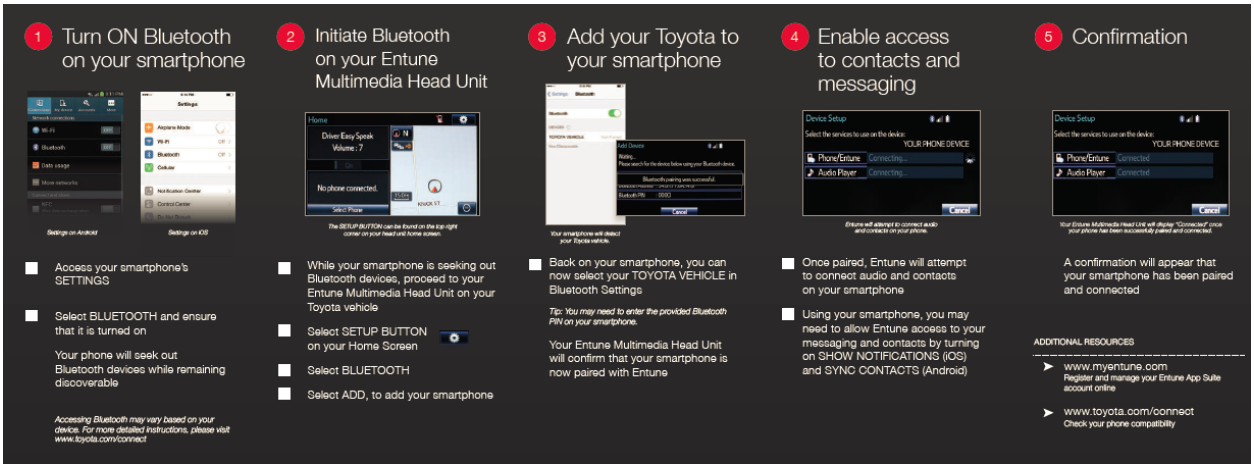


108. The user selects an "available" device for connection.

109. Once a device is connected to the Toyota system, it is designated as a "registered" device.

110. Toyota instructs end users to use the phone's Bluetooth capability to infringe the asserted claims.

111. The instructions reproduced below are provided by Toyota to end users through Toyota's online support site:



112. Toyota encourages, aids, and directs end users of the Accused Products to use and operate them, consistent with Toyota's instructions, to perform the asserted method claims.

113. By this Complaint, Toyota is on notice of the infringing products, features, and how end users of the Accused Products operate them to perform the claimed methods and use the claimed apparatuses.

114. Toyota is on notice by this Complaint that its acts of providing the Accused Products that include Bluetooth pairing functionality implemented in software and hardware in the system having no substantial non-infringing use, constitutes contributory infringement. Toyota's continued provision of the Accused Products with knowledge of the '027 Patent and how it is infringed by Toyota demonstrates Defendants' specific intent that end users directly infringe the asserted claims by using the infringing Bluetooth functionality.

115. Toyota encourages, aids, and directs customers and end users of the Accused Products to use and operate it them to perform Bluetooth pairing and configuration as

claimed in the Asserted Patents.

116. Toyota makes, uses, licenses, sells, offers to sell, and promotes Bluetooth-compliance of the Accused Products with the specific intent that end users and customers use them in an infringing manner.

117. Toyota sells and offers to sell the Bluetooth-compliant Accused Products for use in practicing the ’027 Patent, and the accused Bluetooth communication module and associated software is material to practicing one or more claims of the ’027 Patent. The Bluetooth accused features have no substantial non-infringing uses and are known to Toyota to be especially made or adapted for use infringing the ’027 Patent by including hardware and software that operates in accordance with the asserted claims.

118. Toyota’s infringing conduct has damaged Blue Sky Networks. Defendants are liable to Blue Sky Networks in an amount that adequately compensates it for Defendants’ infringement, which, by law, can be no less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT III
INFRINGEMENT OF U.S. PATENT NO. 6,865,372

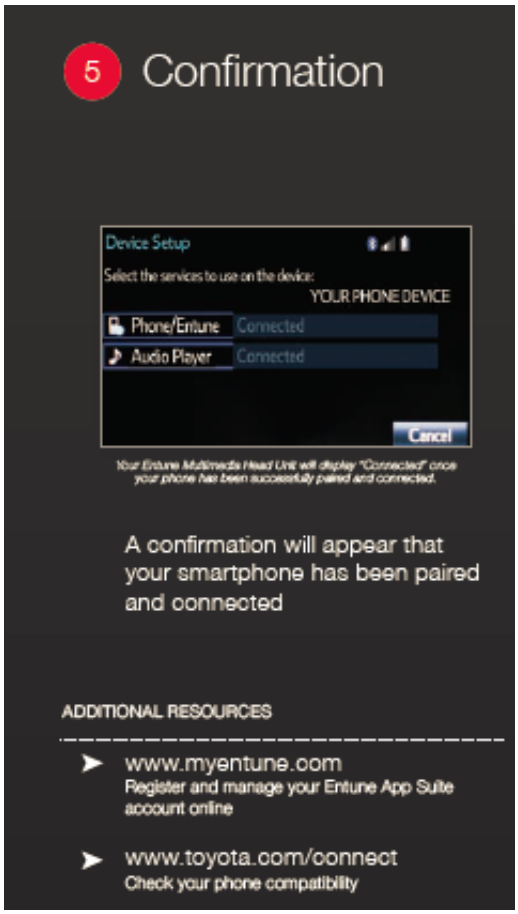
119. Blue Sky incorporates by reference paragraphs 1-118 and re-alleges them as if stated here.

120. Toyota directly infringes at least claims 1, 3, 6, 8, 11, 13, 16, and 18 of the ’372 Patent by selling, offering for sale, importing, using, distributing, and/or licensing the Accused Products.

121. The Toyota Accused Products communicate with Bluetooth-enabled devices

using relevant short-range technologies including but not limited to Bluetooth BR/EDR.

122. In accordance with exemplary claim 1 of the ’372 Patent, the Toyota system is enabled to pair or communicate with at least two distinct Bluetooth devices using two frequency channels. The Accused Product receives an identifier (e.g., a name such as “Phyllis’s Phone”) from each paired (or available) device. The Accused Product displays the identifier in a list of paired or available devices.



123. Accused Products contain short-range wireless transmitters for short-range communications.

124. The Toyota system enters into the inquiry substate and transmits inquiry messages (e.g., inquiry data packets) as part of the discovery and pairing process with

nearby compatible Bluetooth devices.

125. The Toyota system consecutively transmits, to two Bluetooth objects, inquiry messages over at least two frequency channels. Based on Bluetooth protocols, the Accused Product may determine the frequency channels by an inquiry hopping sequence.

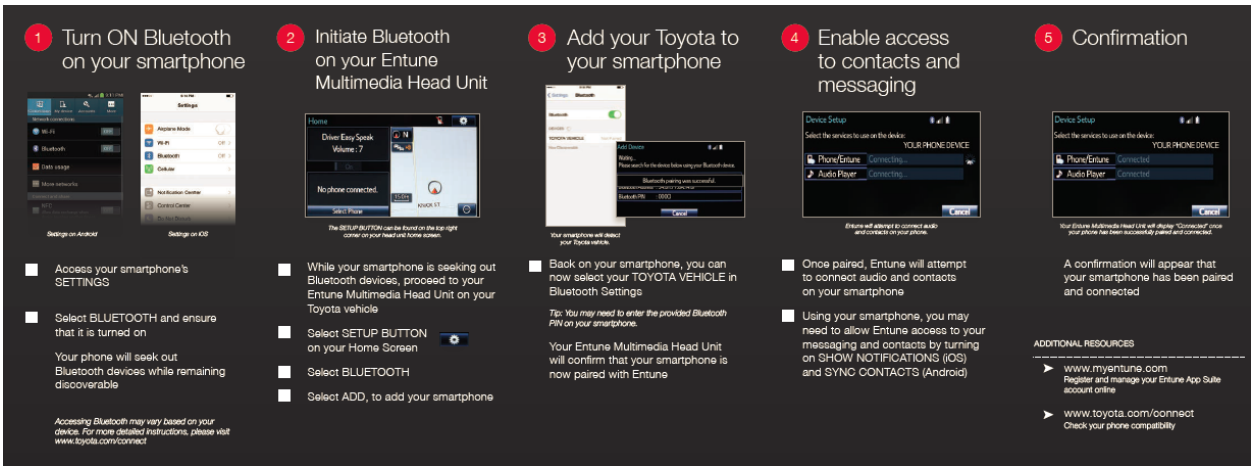
126. If discoverable, a connectable device receives the inquiry messages from the Accused Product in the page substate and in turn generates responses. Accordingly, the Toyota systems have a receiver to receive the inquiry response messages from Bluetooth objects within range.

127. According to Bluetooth protocols, an object's response message may contain information including device address, clock, class of device, and device name.

128. After receiving the response messages, the Toyota system dynamically creates and updates a list of "registered" devices within range. The list includes identifiers (e.g., names) for detected (e.g., available or paired) objects. The list includes the first object identifier and the second object identifier (e.g., two device names) in cases in which inquiry packets are sent over two frequency channels to two separate peripherals, and the two peripherals send response data packets including corresponding object identifiers (e.g., a device name for each object).

129. Toyota instructs end users to use the phone's Bluetooth capability to infringe the asserted claims.

130. The instructions reproduced below are provided by Toyota to end users through Toyota's online support site:



131. Toyota encourages, aids, and directs end users of the Accused Products to use and operate them, consistent with Toyota's instructions, to perform the asserted method claims.

132. By this Complaint, Toyota is on notice of the infringing products, features, and how end users of the Accused Products operate them to perform the claimed methods and use the claimed apparatuses

133. Toyota is on notice of the infringing products, features, and how end users of the Accused Products operate them to perform the claimed methods and use the claimed apparatuses. Toyota's continued acts and inducement, undertaken with knowledge of the asserted claims and how they are infringed by use of the Accused Products by end users and customers of Toyota constitutes indirect infringement as described above and throughout this Complaint.

134. Toyota's infringing conduct has damaged Blue Sky Networks. Defendants are liable to Blue Sky Networks in an amount that adequately compensates it for Defendants' infringement, which, by law, can be no less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284

COUNT IV
INFRINGEMENT OF U.S. PATENT NO. 8,265,691

135. Blue Sky incorporates by reference paragraphs 1-134 and re-alleges them as if stated here.

136. Toyota directly infringes at least claims 1, 2, 3, 7, 8, 11, 12, 13, 17, and 18 of the '691 Patent by selling, offering for sale, importing, licensing, distributing, and/or using the Accused Products.

137. The Accused Products communicate with Bluetooth-enabled objects using relevant short-range technologies including but not limited to Bluetooth BR/EDR using

transceivers in the Toyota system.

138. In normal operation, the Accused Products transmit an inquiry message from the page substate to a Bluetooth object such as a smartphone to determine whether pairing is available.

139. If the object is available for pairing, the Toyota system receives a response.

140. After receiving a response, the Accused Product generates and displays a list of "registered" devices that are available for pairing.

141. Once paired, Accused Products operate in the connected state and exchange messages over one of two channels reserved for communication between them.

142. The physical channel is subdivided into time units known as slots, and data is transmitted between Bluetooth devices in packets positioned in these slots.

143. Other BR/EDR physical channels are used for discovering other Bluetooth devices.

144. In order support multiple concurrent communication sessions, the Accused Products use time division multiplexing between channels.

145. Toyota encourages, aids, and directs end users of the Accused Products to use and operate them, consistent with Toyota's instructions, to perform the asserted method claims.

146. Toyota instructs end users to use the Accused Products' Bluetooth capability to infringe the asserted claims.

147. Toyota provides instructions to end users through its websites supporting the Accused Products.

148. The Accused Products provide a user a list of devices as shown below from Toyota's instructional materials:

149. By this Complaint, Toyota is on notice of the infringing products, features, and how end users of the Accused Products operate them to perform the claimed methods and use the claimed apparatuses

150. Toyota is on notice of the infringing products, features, and how end users of the Accused Products operate them to perform the claimed methods and use the claimed apparatuses. Toyota's continued acts and inducement, undertaken with knowledge of the asserted claims and how they are infringed by use of the Accused Products by end users and customers of Toyota constitutes indirect infringement as described above and

throughout this Complaint.

151. Toyota's infringing conduct has damaged Blue Sky Networks. Defendants are liable to Blue Sky Networks in an amount that adequately compensates it for Defendants' infringement, which, by law, can be no less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

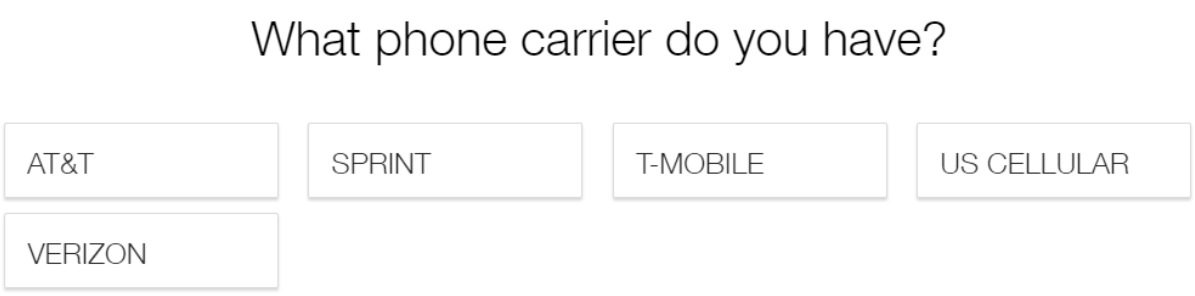
COUNT V
INFRINGEMENT OF U.S. PATENT NO. 8,346,169

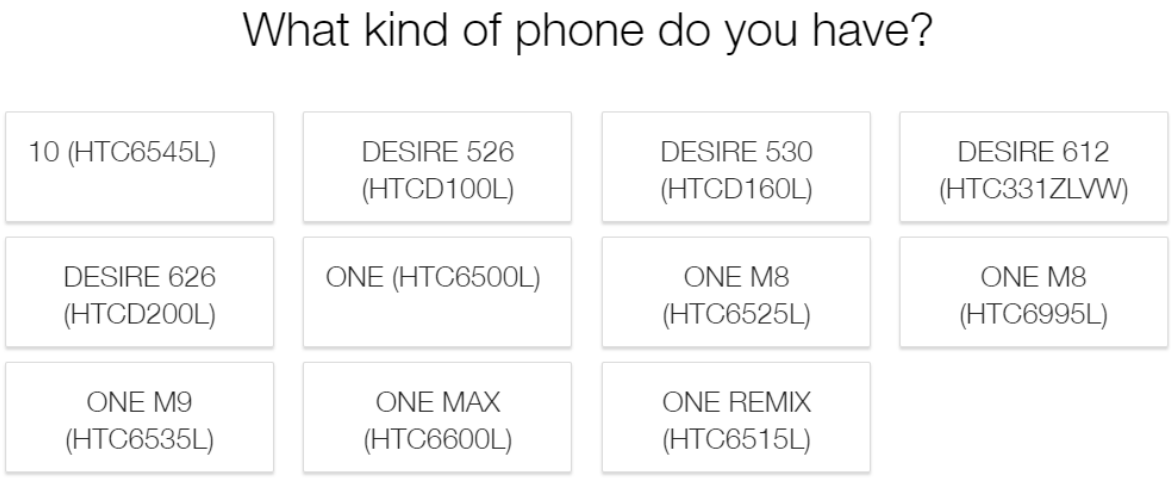
152. Blue Sky incorporates by reference and re-alleges them as if stated here paragraphs 1-151.

153. Toyota directly infringes at least claims 1, 3, 5, 6, 7, 8, 10, 12, 13, 14, and 15 of U.S. Patent No. 8,346,169 by selling, offering for sale, importing, distributing, licensing, and/or using the Accused Products.

154. The Toyota Accused Products communicate using relevant short-range technologies including but not limited to Bluetooth Basic Rate/Enhanced Data Rate (BR/EDR). In accordance with exemplary claim 8, the Toyota system pairs third-party connectable peripherals (e.g., Android smartphones) and adds selected peripherals to a list of paired devices stored on the Accused Products.

155. Toyota provides instructions for pairing different third-party devices:





156. By way of example, in one scenario a user presses a button on the Toyota Entune interface to initiate pairing with a smartphone. The system and phone exchange page messages over a channel shared with other Bluetooth devices (e.g., a time-division multiplexed channel). The system prompts a user to add the Bluetooth-enabled object to a list of "registered" devices, and, if the user approves the pairing, the system accepts and stores pairing data and adds the device to a list of authorized devices that may connect to the in-vehicle system.

157. Toyota is on notice of the infringing products, features, and how end users of the Accused Products operate them to perform the claimed methods and use the claimed apparatuses.

158. By this Complaint, Toyota is on notice of the infringing products, features, and how end users of the Accused Products operate them to perform the claimed methods and use the claimed apparatuses

159. Toyota is on notice of the infringing products, features, and how end users of

the Accused Products operate them to perform the claimed methods and use the claimed apparatuses. Toyota's continued acts and inducement, undertaken with knowledge of the asserted claims and how they are infringed by use of the Accused Products by end users and customers of Toyota constitutes indirect infringement as described above and throughout this Complaint.

160. Toyota's infringing conduct has damaged Blue Sky Networks. Defendants are liable to Blue Sky Networks in an amount that adequately compensates it for Defendants' infringement, which, by law, can be no less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

NOTICE OF REQUIREMENT OF LITIGATION HOLD

161. Defendants are hereby notified it is legally obligated to locate, preserve, and maintain all records, notes, drawings, documents, data, communications, materials, electronic recordings, audio/video/photographic recordings, and digital files, including edited and unedited or "raw" source material, and other information and tangible things that Defendants know, or reasonably should know, may be relevant to actual or potential claims, counterclaims, defenses, and/or damages by any party or potential party in this lawsuit, whether created or residing in hard copy form or in the form of electronically stored information (hereafter collectively referred to as "Potential Evidence").

162. As used above, the phrase "electronically stored information" includes without limitation: computer files (and file fragments), e-mail (both sent and received, whether internally or externally), information concerning e-mail (including but not limited to logs of e-mail history and usage, header information, and deleted but recoverable e-

mails), text files (including drafts, revisions, and active or deleted word processing documents), instant messages, audio recordings and files, video footage and files, audio files, photographic footage and files, spreadsheets, databases, calendars, telephone logs, contact manager information, internet usage files, and all other information created, received, or maintained on any and all electronic and/or digital forms, sources and media, including, without limitation, any and all hard disks, removable media, peripheral computer or electronic storage devices, laptop computers, mobile phones, personal data assistant devices, Blackberry devices, iPhones, video cameras and still cameras, and any and all other locations where electronic data is stored. These sources may also include any personal electronic, digital, and storage devices of any and all of Defendants' agents, resellers, or employees if Defendants' electronically stored information resides there.

163. Defendants are hereby further notified and forewarned that any alteration, destruction, negligent loss, or unavailability, by act or omission, of any Potential Evidence may result in damages or a legal presumption by the Court and/or jury that the Potential Evidence is not favorable to Defendants' claims and/or defenses. To avoid such a result, Defendants' preservation duties include, but are not limited to, the requirement that Defendants immediately notifies its agents and employees to halt and/or supervise the auto-delete functions of Defendants' electronic systems and refrains from deleting Potential Evidence, either manually or through a policy of periodic deletion.

NOTICE

164. Blue Sky does not currently distribute, sell, offer for sale, or make products embodying the Asserted Patents.

165. Blue Sky has undertaken reasonable efforts as required to comply with the notice requirements of 35 U.S.C. § 287.

JURY DEMAND

Blue Sky hereby demands a trial by jury on all claims, issues, and damages so triable.

PRAYER FOR RELIEF

Blue Sky prays for the following relief:

a. That the Toyota entities be summoned to appear and answer;

b. That the Court enter judgment in favor of Plaintiff that Toyota has infringed each and every one of the Asserted Patents;

c. That this is an exceptional case under 35 U.S.C. §285;

d. That the Court grant Blue Sky judgment against Toyota for all actual, consequential, special, punitive, exemplary, increased, and/or statutory damages, including if necessary, an accounting of all damages; pre and post-judgment interest as allowed by law; and reasonable attorney's fees, costs, and expenses incurred in this action; and

e. That Blue Sky be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: August 28, 2017

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this date I electronically filed the foregoing document with the Clerk of Court using the CM/ECF system and served it upon the attorneys on the 28th day of August 2017, via electronic mail as follows:

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Cabrach J. Connor