

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

Synergy Drone, LLC,

Plaintiff,

v.

Parrot S.A.,  
Parrot Drones S.A.S., and  
Parrot, Inc.,

Defendants.

Civil Action No. 1:17-cv-00243

The Honorable Judge Lee Yeakel

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**JURY TRIAL DEMANDED**

**FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT  
AND DEMAND FOR JURY TRIAL**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Synergy Drone, LLC, (“Synergy Drone”), files this First Amended Complaint (“Complaint”) for Patent Infringement and Damages against Parrot S.A., Parrot Drones S.A.S., and Parrot, Inc., (collectively, “Defendants”), and would respectfully show the Court as follows:

**PARTIES**

1. Plaintiff Synergy Drone is a Texas Corporation with its principal place of business located at 2802 Flintrock Trace, Suite 352, Austin, TX 78738.

2. On information and belief, Defendant Parrot S.A. is a public limited company (*société anonyme*) organized and existing under the laws of the Republic of France, with its principal place of business located at 174, quai de Jemmapes 75010 Paris, France. On information and belief, Parrot S.A. is responsible for the development of Parrot branded products sold in the United States. Although Parrot S.A. is engaged in business in the State of Texas, it has not designated an agent for service of process in the State. The Secretary of State, therefore, is an agent for service of process for Parrot S.A. pursuant to TEX. CIV. PRAC. & REM. CODE § 17.044(b).

3. On information and belief, Defendant Parrot Drones S.A.S. is a simplified joint stock company (*société par actions simplifiée*) organized and existing under the laws of the Republic of France, with its principal place of business located at 174, quai de Jemmapes 75010 Paris, France, and is a wholly owned subsidiary of Parrot S.A. On information and belief, Parrot Drones S.A.S. is responsible for the development of Parrot branded products sold in the United States. Although Parrot Drones S.A.S. is engaged in business in the State of Texas, it has not designated an agent for service of process in the State. The Secretary of State, therefore, is an agent for service of process for Parrot Drones S.A.S. pursuant to TEX. CIV. PRAC. & REM. CODE § 17.044(b).

4. On information and belief, Defendant Parrot, Inc. is a New York corporation with a principal place of business at 535 Mission Street, Suite 2602, San Francisco, California, 94105, with a registered agent for service of process at: CT Corporation System, 111 Eighth Avenue, New York, New York, 10011, and Defendant Parrot, Inc. is a wholly-owned subsidiary of Parrot Drones S.A.S. On information and belief, Parrot, Inc. sells Parrot branded products in the United States. On information and belief, Parrot, Inc. has designated an agent for service of process at CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas, 75201-3136.

5. Defendants transact business within the State of Texas and in this judicial district, and have committed acts of patent infringement as hereinafter set forth within the State of Texas and this judicial district. Such business includes, without limitation, Defendants' operation of the interactive Internet website, <https://www.parrot.com/us/#drones>, which is available to and accessed by users, customers, and potential customers of the Defendants within this judicial district, and the sale of Defendants' drones and drone-related products within this judicial district.

### **JURISDICTION AND VENUE**

6. This is a civil action for patent infringement arising under the acts of Congress relating to patents, namely the Patent Laws of the United States as set forth in 35 U.S.C. §§ 271, *et seq.*

7. This Court has federal subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

**Personal jurisdiction is proper over Defendants pursuant to TEX. CIV. PRAC. & REM. CODE § 17.041 *et seq.***

8. This Court has personal jurisdiction over Defendants pursuant to TEX. CIV. PRAC. & REM. CODE § 17.041 *et seq.*

9. Personal jurisdiction exists over Parrot S.A., Parrot Drones S.A.S., and Parrot Inc. because Defendants have minimum contacts with this forum as a result of, at least, committing the tort of patent infringement within Texas and this district.

10. Personal jurisdiction also exists because, on information and belief, Defendants have operated the interactive Internet website, <https://www.parrot.com/us/#drones>, which is available to and accessed by users, customers, and potential customers of the Defendants within this judicial district. In particular, Defendants programmed Parrot's website to respond to queries by listing at least ten (10) retailers within the Austin, Texas area alone where customers can purchase Parrot products, including the accused infringing drones. These include, for example, (1) **Brookstone, Barton Creek Square**, 2901 Capital of TX Highway Spc #B05 Austin TX 78746; (2) **Brookstone – Domain**, 11501 Century Oak Terrace Suite #117 Austin TX 78758; (3) **Dillard's Barton Creek Square**, 2901 Capitol Of Texas Hwy, Austin, TX, 78746; (4) **Dillard's Domain II**, 3211 Feathergrass Court, Austin, TX, 78758 (5) **Fry's Electronics**, 12707 N Mopac Expwy, Austin TX 78727 (6) **Horizon Hobby**, 9900 S I-35 Suite F200 Austin, TX; (7) **Horizon**

**Hobby**, 2500 West Parmer Lane Ste 80 Austin, TX; (8) **Microsoft Store - The Domain**, 3309 Esperanza Crossing, Suite #104; (9) **Verizon Wireless**, 9705 Research Blvd Suite D, Austin, TX 78759-5821; and (10) **Verizon Wireless**, 9600 S I H 35 Ste S200 Austin TX 78748-1793. *See* Exhibit G, at 8-10.

11. Personal jurisdiction also exists because Defendants, acting in consort, have purposefully shipped the accused infringing drones and drone-related products within this judicial district, transacted business within the State of Texas, actively infringed and/or induced infringement in Texas and continue to conduct such business in Texas through the sale of Defendants' drone and drone-related products.

12. As reported by Parrot S.A., Parrot S.A. "decided to set up a distribution subsidiary in the United States (Parrot, Inc.) in 2004 and invested extensively in the development of its teams within the framework of its American subsidiary during 2005, to become a major transatlantic player ... in North America." Parrot Offering Memorandum, at 56 (attached hereto as Exhibit J), *available at* <https://corporate.parrot.com/en/documents/parrotofferingmemorandum>. As such, Parrot, Inc. is part of the distribution channel used by Parrot S.A. and Parrot Drones S.A.S. to distribute accused infringing drones throughout the United States and in the State of Texas.

13. Parrot Drones S.A.S., by contrast, was created in 2015 with a goal of "housing [Parrot's] high growth Drones and Connected Devices business." *See* Exhibit F, at 11; Parrot Meeting Brochure, at 16 (attached hereto as Exhibit K). On information and belief, Parrot Drones S.A.S. took over responsibility for overseeing and commissioning the manufacture of the accused infringing drones for the U.S. market from Parrot S.A. at the time of its formation. Many of the U.S. patents relating to Parrot S.A.'s drone technology (discussed in more detail below) were also transferred by Parrot S.A. to Parrot Drones S.A.S.

14. In recognition of the size and importance of the market in Texas for products designed developed and manufactured by and for Parrot S.A., Parrot S.A. established the North American Headquarters for Parrot, Inc. in Austin, Texas, at 9442 North Capital of Texas Highway, Arboretum Plaza One, Suite 500, Austin, Texas 78759 (512) 340-7351. <https://web.archive.org/web/20070227073526/http://www.parrot.biz:80/usa/aboutparrot/contacts#northamerica>. Although the headquarters has now moved to San Francisco, California, on information and belief, Parrot, Inc. still maintains a place of business in the Austin area.

15. The accused Parrot drones sold within the State of Texas and this judicial district, as well as within the U.S. as a whole, were, on information and belief, designed, developed and either manufactured by and/or commissioned by Parrot S.A. and Parrot Drones S.A.S. for sale through distribution channels in the U.S., including the State of Texas and this judicial district, through their U.S. distribution subsidiary, Parrot, Inc.

16. Parrot, Inc., however, is not listed anywhere on the packaging or manuals shipped with the accused infringing drones. To the contrary, “PARROT S.A.” is listed directly on such packaging and manuals. Specifically, the packaging not only *prominently* identifies “PARROT S.A.” in several locations, but also provides its French business registry number (“Registre du Commerce et des Sociétés” or “RCS”) and website address: “RCS PARIS 394 149 496 WWW. PARROT.COM.” Thus, this packaging directly links Parrot S.A. to Defendants’ interactive website, which again is not only used for sales of the infringing products in this judicial district, but also directs users to retailers that sell the infringing drones in this judicial district as well.

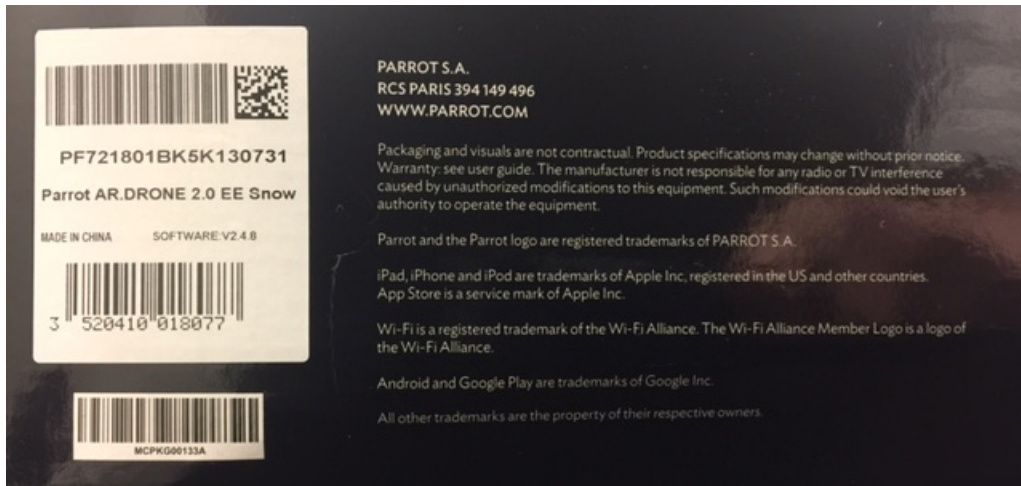


Exhibit L (Infringing Drone Packaging). Furthermore, the packaging for the accused infringing drone also prominently displays that the drone was “Designed in France” -- identifying the drone’s direct connection to Parrot S.A. and/or Parrot Drones S.A.S. -- noting that it was only “Assembled in China.” This identification of Parrot S.A. and Parrot Drones S.A.S. confirms Parrot S.A. and Parrot Drones S.A.S.’s direct involvement in the development, design, and manufacture of the accused infringing drones and the introduction of such drones into the stream of commerce directed to the United States, the State of Texas, and this judicial district.

17. Additionally, Parrot, Inc. is also not listed anywhere on the shipping invoices or manuals shipped with these accused infringing drones. Rather, like the packaging of the accused infringing products, shipping invoices, and manuals shipped with these accused infringing drones contain information pertaining to Parrot S.A. instead of any indication of Parrot, Inc. Exhibit M (Infringing Drone Packing Slips); Exhibit N (Infringing Drone User Manuals), at 15 (indicating “Parrot” as the warranting entity for the accused infringing drones); *id.* at 16 (declaration of conformity CE by Parrot S.A., alone); *id.* (claiming “Parrot[,] the Parrot logo . . . [and] AR.Drone 2.0” are trademarks of Parrot S.A.). Furthermore, the “AR.Drone 2.0” trademark is currently assigned to Parrot Drones S.A.S. Further, the Legal Notice in the manual

directs customers to the Parrot S.A. and/or Parrot Drones S.A.S. legal department in Paris, France. *Id.* at 21 (“Legal Notice: Availability of latest release of the source code” for the infringing drones should be “obtain[ed via] a release on CD-ROM [by] a written request at Parrot Legal Department 174, quai de Jemmapes 75010 Paris, France”).

18. Further Parrot S.A. and Parrot Drones S.A.S. are the exclusive owners of all United States Parrot patents and trademarks, including the Parrot trademarks affixed to the accused infringing drones. Exhibit L (Infringing Drone Packaging) (“Parrot and the Parrot logo are registered trademarks of PARROT S.A.”); Exhibit O (Parrot S.A. and Parrot Drones S.A.S. Trademark Ownership Records). These marks are displayed on the packaging and manuals for the accused infringing drones, as well as on the infringing drone itself. Exhibit L (Infringing Drone Packaging). Again, this sole identification of Parrot S.A. and Parrot Drones S.A.S. confirms Parrot S.A. and Parrot S.A.S.’s direct involvement in the development, design, and manufacture of the accused infringing drones and the introduction of such drones into the stream of commerce directed to the United States and the State of Texas.

19. Accordingly, Defendants, acting in consort, placed the accused infringing drones in the stream of commerce directed to the United States, including the State of Texas, knew the likely destination of the products would include the State of Texas, and their conduct and connections with the forum state were such that they should reasonably have anticipated being brought into court here.

**Personal jurisdiction is also appropriate over Parrot S.A. and Parrot Drones S.A.S. because they have failed to observe corporate formalities**

20. Parrot Inc.’s contacts with the State of Texas are sufficient to support jurisdiction over Parrot S.A. and Parrot Drones S.A.S. because the entities have failed to observe corporate formalities, thus justifying piercing the corporate veil.

21. Each of the Parrot entities has shared common officers and directors. For example, Henri Seydoux, the Chairman and CEO of Parrot has also served as the Chairman of Parrot, Inc. *See* Exhibit J (Parrot Offering Memorandum), at 81 and 88, *available at* <https://corporate.parrot.com/en/documents/parrotofferingmemorandum>. Although he was paid substantial compensation for his position as Chairman and CEO of Parrot S.A., he received no additional compensation for his work as Chairman of Parrot, Inc. *Id.* Edward Planchon has served in various director and employee roles at Parrot Inc., including the Vice-Chairman, secretary and treasurer and later the Director, Vice-Chairman and Secretary of Parrot, Inc. *Id.* Mr. Planchon also was until at least June 2016, a Director of Parrot S.A. and on information and belief the head of the Parrot S.A. Audit Committee. *Id.*; *see also* Parrot Investor Presentation (March 2016), at 36, (attached hereto as Exhibit P), *available at* <https://corporate.parrot.com/en/financialpublications/q12016presentation>. Although he received substantial compensation for his provision of services as a Director of Parrot S.A., he received no additional compensation for his work as Vice-Chairman, secretary and treasurer of Parrot, Inc. *Id.* By maintaining such common officers and directors, and commingling compensation for their services to the respective entities, Parrot S.A., Parrot Drones S.A.S., and Parrot, Inc. have failed to observe the appropriate corporate formalities.

22. Parrot S.A. has also commingled compensation with Parrot, Inc. by repeatedly giving Parrot S.A. stock options as compensation to employees of Parrot, Inc., including Edward Planchon, Christophe Dessaux, Jon Kipper, Edward Valdez, Tim Suri and John Haley in exchange for work these individuals performed for Parrot, Inc. *See* Exhibit J (Parrot Offering Memorandum), at 88 and 95, *available at* <https://corporate.parrot.com/en/documents/parrotofferingmemorandum>. On information and

belief, such commingling of compensation between Parrot S.A. and Parrot, Inc. has continued and expanded to include Parrot Drones S.A.S.

23. Further, Parrot S.A. has commingled its insurance on accounts receivable for its various subsidiaries, including Parrot GmbH, Parrot Italia S.r.l., Parrot UK Ltd. *See* Exhibit J (Parrot Offering Memorandum), at 72, *available at* <https://corporate.parrot.com/en/documents/parrotofferingmemorandum>. On information and belief, this commingling has been expanded to include Parrot, Inc. and Parrot Drones S.A.S.

24. Further, Parrot S.A. has commingled operating funds with Parrot, Inc., through the use of “cash advances” and by “pay[ing] expenses for one another.” That is, Parrot S.A. has represented that because “Parrot S.A. owns all the shares of Parrot, Inc.,” it has agreed with (or, more accurately, mandated to) Parrot, Inc. that “[w]ithin the context of the group thus formed, the two companies will grant each other cash advances according to their needs and their financial possibilities. They may on occasion pay expenses for one another.” *See* Exhibit J (Parrot Offering Memorandum), at F-147, *available at* <https://corporate.parrot.com/en/documents/parrotofferingmemorandum>.

25. Further, Parrot S.A. has grossly undercapitalized Parrot, Inc. Parrot Inc. is one of the largest grossing Parrot subsidiaries, responsible for sales of more than 76.9 million Euros (more than \$82 million) in 2015, which was greater than any sales made by any other subsidiary in any other country, and accounted for more than half of Parrot Drones S.A.S.’s 2015 sales. Document de Reference 2016, at 60 (attached hereto as Exhibit Q), *available at* <https://corporate.parrot.com/fr/publicationsfinancieres/documentdereference2016>. Yet its capitalization is only one million dollars (\$1,000,000). By contrast, Parrot’s Italian subsidiary, Parrot Italia S.r.l., which had sales in 2015 of 1.9 million Euros in 2015 (\$2.0 million), had a

capitalization of 10,000,000 Euros (\$10.6 million). *Id.* at 60-61. Parrot’s Australian subsidiary, Parrot ANZ, which has sales of 1.8 million Euros (\$1.9 million) in 2015 has a capitalization of 10 million \$AUD (\$7.14 million). *Id.* at 60 and 62. Thus as a function of sales, these other Parrot S.A. affiliates have hundreds of times higher capitalization than what Parrot S.A. has provided for Parrot, Inc. For a comparison, if Parrot S.A. had capitalized Parrot, Inc. at the same level as it has capitalized these other affiliates proportional to its sales, Parrot, Inc. would have between \$250 and \$410 million in capital, rather than \$1 million.

26. Further Parrot S.A. and Parrot Drones S.A.S. have intentionally ignored corporate formalities by directing customers of products sold by Parrot Inc. to Parrot S.A. and/or Parrot Drones S.A.S. for warranty and intellectual property issues directed to the accused drones. The infringing drones identify “Parrot,” *i.e.*, Parrot S.A. and/or Parrot Drones S.A.S. (the current owners of the Parrot trademarks), as the warranting entity for the accused infringing drones. Exhibit N (Infringing Drone User Manuals), at 15. Further, the “Legal Notice” in the manual for the accused Parrot drones directs customers not to Parrot, Inc.’s counsel, but to the Parrot S.A. and/or Parrot Drones S.A.S. legal department in Paris, France. *Id.* at 21 (“Legal Notice: Availability of latest release of the source code” for the infringing drones should be “obtain[ed] via] a release on CD-ROM [by] a written request at Parrot Legal Department 174, quai de Jemmapes 75010 Paris, France”).

27. Finally, Parrot S.A. and Parrot Drones S.A.S. have stepped in to protect their distribution of drone products through Parrot Inc. For example, Parrot S.A. and Parrot Drones S.A.S. filed a complaint for a declaratory judgment regarding patent infringement in the District of Delaware in 2016, *Parrot S.A. et al v. QFO Labs.*, Civil Action No. DED-1-16-cv-00682 (2016). *See* Exhibit F, at 7-9.

28. Parrot S.A. and Parrot Drones S.A.S. have thus failed to maintain the necessary corporate formalities that would justify recognizing the corporate form and preclude piercing the corporate veil. As such, the exercise of personal jurisdiction over Parrot S.A. and Parrot Drones S.A.S. by and through their use of their wholly-owned subsidiary and agent, Parrot, Inc., does not offend principles of fair play and substantial justice.

**Alternatively, Parrot S.A. and Parrot Drones S.A.S. are subject to personal jurisdiction in Texas under Rule 4(k)(2), Fed. R. Civ. P.**

29. Alternatively, if Parrot S.A. and Parrot Drones S.A.S. are not amenable to personal jurisdiction in the State of Texas under either of the theories presented above, then they are subject to personal jurisdiction under Rule 4(k)(2), Federal Rules of Civil Procedure. On information and belief, if Parrot S.A. and Parrot Drones S.A.S. are not amenable to personal jurisdiction in the State of Texas, then there is no state in the United States where personal jurisdiction would have been proper at the time of filing of the Complaint in this action. As such, (1) Plaintiff's claim arises under federal law, (2) Parrot S.A. and Parrot Drones S.A.S. are not subject to personal jurisdiction in the courts of any state, and (3) the exercise of jurisdiction satisfies due process requirements; thus, personal jurisdiction is proper before this Court under Rule 4(k)(2), Federal Rules of Civil Procedure.

30. On information and belief, the United States is the primary geographical focus of Parrot S.A. and Parrot Drones S.A.S. for their drone technology. For example, Parrot S.A. used the United States for its "Case Study for the transition phase," reporting the transition of drones from personal to professional use. "Parrot, through SenseFly, *leads the fixed-wing drone exemptions for agriculture* (c. 90 exemptions so far)" in the United States. See Exhibit P (Parrot Investor Presentation (March 2016)), at 12, *available at* <https://corporate.parrot.com/en/financialpublications/q12016presentation> (emphasis in original).

31. U.S. retailers, including Target, AT&T, the Apple Store, Amazon, Brookstone make up half of the major retailers which Parrot S.A. identifies as its “Key retailers/e-commerce.” *See* Exhibit P (Parrot Investor Presentation (March 2016)), at 19, available at <https://corporate.parrot.com/en/financialpublications/q12016presentation>.

32. In 2015, Parrot S.A. reports that its sales in the U.S., through Parrot, Inc., were 76.9 million Euros (more than \$82 million) in revenue, more than any other country, and accounted for more than half of Parrot Drones S.A.S.’s sales. *See* Exhibit Q (Document de Reference 2016), at 60, available at <https://corporate.parrot.com/fr/publicationsfinancieres/documentderefence2016> [applying the IRS 2105 Euro exchange rate of 0.937, available at <https://www.irs.gov/individuals/international-taxpayers/yearly-average-currency-exchange-rates>].

33. Parrot S.A. also reports that in 2015 alone, it paid salaries in the United States of 2,874,367 Euros (or over \$3 million). These U.S. salaries accounted for approximately 5.5% of its worldwide annual compensation (52,461,044 Euros). *See* Exhibit K (Parrot Meeting Brochure), at 30.

34. Further, according to the packaging of the accused infringing drones, Parrot S.A. and Parrot Drones S.A.S. own the relevant Parrot federally registered U.S. trademarks applied to such drones. Exhibit L (Infringing Drone Packaging) (“Parrot and the Parrot logo are registered trademarks of Parrot S.A.”); Exhibit O (Parrot S.A. and Parrot Drones S.A.S. Trademark Ownership Records).

35. Further Parrot S.A. and Parrot Drones S.A.S. have subjected themselves to personal jurisdiction in the United States by directing all U.S. customers of products sold by

Parrot Inc. to Parrot S.A. and/or Parrot Drones S.A.S. with respect to warranty issues involving the accused drones. The infringing drones identify “Parrot,” *i.e.*, Parrot S.A. and/or Parrot Drones S.A.S. (the current owners of the Parrot trademarks), as the warranting entity for the accused infringing drones. Exhibit N (Infringing Drone User Manuals), at 15. This would include, for example, the warranty against patent infringement under § 2-312(3) of the Uniform Commercial Code.

36. Parrot S.A. and Parrot Drones S.A.S. have also subjected themselves to personal jurisdiction in the United States by directing all U.S. customers of products sold by Parrot Inc. to the legal department of Parrot S.A. and/or Parrot Drones S.A.S. with respect to intellectual property issues involving the accused drones. The “Legal Notice” in the manual for the accused Parrot drones directs customers not to Parrot, Inc.’s counsel, but to the Parrot S.A. and/or Parrot Drones S.A.S. legal department in Paris, France. *Id.* at 21 (“Legal Notice: Availability of latest release of the source code” for the infringing drones should be “obtain[ed via] a release on CD-ROM [by] a written request at Parrot Legal Department 174, quai de Jemmapes 75010 Paris, France”).

37. In addition, Parrot S.A. and Parrot Drones S.A.S have applied for and individually or collectively are the current assignees of record for *at least* 57 United States patents to protect *their* drone products:

U. S. Patent Nos. 9747725, 9738382, 9709983, D788751, 9671787, D787983, D783097, D781382, D781381, 9572487, 9563200, 9555897, D777263, 9532130, D772991, 9488978, D770572, D768789, D768567, D764401, 9414908, D762566, 9387927, 9359070, D750178, 9251418, 8989924, 8958928, 8818083, 8725314, 8662438, 8599646, 8594862, 8498447, 8474761, 8473125, 8214088, D659771, D648809, D648808, 8742894, 9485564, 9485562, 9466281, 9381443, 9381442, 9232311, 9164272, 9048799, 8948409, 8751224, 8649102, D698754, D697501, D694134, 8545555, and D587245.

In addition, Parrot S.A. and/or Parrot Drones S.A.S. have filed thirty-three (33) pending U.S. Patent applications relating to *their* drone technology:

U.S. Patent Application Nos. 2017/0247113, 2017/0247106, 2017/0247098, 2017/0221395, 2017/0211933, 2016/0018633, 2015/0338637, 2015/0216411, 2014/0081396, 2013/0301109, 2013/0129105, 2012/0310339, 2013/0325217, 2013/0176423, 2013/0173088, 2013/0006448, 2012/0241555, 2012/0234969, 2012/0232718, 2012/0163125, 2012/0091260, 2011/0311099, 2011/0301787, 2011/0299732, 2011/0288696, 2011/0221692, 2011/0129100, 2011/0049290, 2010/0178966, 2010/0062817, 2010/0009735, 2010/0171430, and 2009/0284553

As such, Parrot S.A. and Parrot Drones S.A.S. have availed themselves of protections under the U.S. Patent Laws.

38. Finally, as noted above, Parrot S.A. and Parrot Drones S.A.S. have availed themselves of U.S. courts to protect the sale of drones sold *through* Parrot Inc. *to their distribution network* in the United States. Parrot S.A. and Parrot Drones S.A.S. filed a complaint for a declaratory judgment regarding patent infringement in the District of Delaware in 2016, *Parrot S.A. et al v. QFO Labs.*, Civil Action No. DED-1-16-cv-00682 (2016). *See* Exhibit F, at 7-9. Although such filing of an isolated lawsuit in Delaware would not alone be sufficient to render personal jurisdiction over Parrot S.A. and Parrot Drones S.A.S. in Delaware, it does evidence that these entities have minimum contacts with the United States as a whole, and could *expect* to be hauled into a court in the United States, such that the exercise of personal jurisdiction under Rule 4(k)(2) does not offend due process.

### **Conclusion**

39. On information and belief, based on at least the allegations and evidence presented above, the accused infringing drones are designed, developed and manufactured by or for Parrot S.A. and Parrot Drones S.A.S. Further, on information and belief, these entities utilize wholly-owned subsidiary Parrot, Inc. to distribute the accused products throughout the United

States. As demonstrated above, Defendants have purposely placed accused products into the stream of commerce destined for locations within this judicial district, as well as throughout the State of Texas and the United States, utilizing branding and packaging that demonstrates to consumers direct ties to Parrot S.A. and Parrot Drones S.A.S.

40. Accordingly, this Court's exercise of specific personal jurisdiction over the Defendants comports with the constitutional standards of fair play and substantial justice and arises directly from the Defendants' purposeful minimum contact with the State of Texas.

### **Venue**

41. Venue is proper in this Court under 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. § 1400(b) based on the information and belief that the Defendants have committed or induced acts of infringement, and/or advertise, market, sell, and/or offer to sell products, including infringing products, in this judicial district.

### **THE PATENTS-IN-SUIT**

42. On June 12, 2012, United States Patent No. 8,200,375 ("the '375 Patent"), entitled "Radio Controlled Aircraft, Remote Controller and Methods for Use Therewith," was duly and legally issued by the United States Patent and Trademark Office to Katherine C. Stuckman and Michael D. Reynolds. A copy of the '375 Patent is attached hereto as Exhibit A.

43. On February 19, 2013, United States Patent No. 8,380,368 ("the '368 Patent"), entitled "Radio Controlled Aircraft, Remote Controller and Methods for Use Therewith," was duly and legally issued by the United States Patent and Trademark Office to Katherine C. Stuckman and Michael D. Reynolds. A copy of the '368 Patent is attached hereto as Exhibit B.

44. On February 11, 2014, United States Patent No. 8,649,918 ("the '918 Patent"), entitled "Radio Controlled Aircraft, Remote Controller and Methods for Use Therewith," was

duly and legally issued by the United States Patent and Trademark Office to Katherine C. Stuckman and Michael D. Reynolds. A copy of the '918 Patent is attached hereto as Exhibit C.

45. On July 14, 2015, United States Patent No. 9,079,116 ("the '116 Patent"), entitled "Radio Controlled Aircraft, Remote Controller and Methods for Use Therewith," was duly and legally issued by the United States Patent and Trademark Office to Katherine C. Stuckman and Michael D. Reynolds. A copy of the '116 Patent is attached hereto as Exhibit D.

46. On February 14, 2017, United States Patent No. 9,568,913 ("the '913 Patent"), entitled "Radio Controlled Aircraft, Remote Controller and Methods for Use Therewith," was duly and legally issued by the United States Patent and Trademark Office to Katherine C. Stuckman and Michael D. Reynolds. A copy of the '913 Patent is attached hereto as Exhibit E.

47. The '375, '368, '918, '116, and '913 Patents are referred to hereinafter as "the Synergy Drone Patents."

48. Plaintiff Synergy Drone is the owner of the entire right, title, and interest in and to the Synergy Drone Patents. The Synergy Drone Patents were assigned by Katherine C. Stuckman and Michael D. Reynolds to Kamike Technologies, LLP on August 3, 2016. Kamike Technologies, LLP assigned the Synergy Drone Patents to Drone Control, LLC. Drone Control, LLC subsequently assigned the Synergy Drone Patents to Plaintiff Synergy Drone, and this assignment was recorded on December 23, 2016, at the United States Patent and Trademark Office.

### **FACTUAL BACKGROUND**

49. Plaintiff Synergy Drone owns patents relating to methods, systems, and devices for controlling radio-controlled vehicles, including helicopters and other aircraft ("RC vehicles").

50. Plaintiff Synergy Drone protects its proprietary rights in such technologies through the use of patents. For example, Synergy Drone owns patents relating to improvements in controlling RC vehicles in modes other than from the perspective of the RC vehicle, such as from the perspective of a remote control device or a user of a remote control device.

51. Defendants develop, manufacture, market, and distribute drones and drone-related products, both in the United States and internationally.

52. Many of the Defendants' drone and drone-related products utilize control modes that allow the user to control the Defendants' products in a mode from a perspective of a remote control device or a user of a remote control device, rather than from the perspective of the drone or drone-related product being controlled. For example, some of Defendants' products operate in an "absolute control mode," which allows the user to control the product from a perspective of a remote control device or a user of a remote control device.

53. Defendants have incorporated innovative features of the Synergy Drone Patents into their drone and drone-related products, as explained below.

**COUNT I**  
**PATENT INFRINGEMENT OF THE '375 PATENT**

54. Plaintiff Synergy Drone repeats and realleges the above paragraphs, which are incorporated by reference as if fully restated herein.

55. Plaintiff Synergy Drone is the owner of all rights, title, and interest in the '375 Patent.

56. Plaintiff Synergy Drone has never licensed any of the Defendants under the '375 Patent, nor has Plaintiff Synergy Drone otherwise authorized any of the Defendants to practice any claim of the '375 Patent.

57. On information and belief, Defendants manufacture and market Parrot branded products. *See, e.g.*, Exhibit F.

58. On information and belief, Defendants distribute, sell, and market such Parrot branded products, as well as remote controls, parts, and accessories for such Parrot branded products. *See, e.g.*, Exhibit G.

59. On information and belief, Defendants have directly infringed and continue to directly infringe, either literally or under the doctrine of equivalents, one or more claims of the '375 patent, including for example (but not limited to) at least Claims 1-8 of the '375 Patent by making, using, selling, offering to sell, or importing, without license or authority, Defendants' suite of drone and drone-related products, including, but not limited to, at least Parrot products that correspond to Parrot branded model line AR.Drone 2.0, without Plaintiff Synergy Drone's authorization, in violation of 35 U.S.C. § 271(a). *See, e.g.*, Exhibit H.

60. On information and belief, Defendants have and continue to promote, advertise, and instruct customers and potential customers about Parrot branded products and how to use Parrot branded products, including infringing uses. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the interactive website <https://www.parrot.com/us/#drones>, the production and distribution of instruction manuals, and other indicia included within or printed on the packaging of Parrot branded products. *See, e.g.*, Exhibit I. Defendants also provide applications for mobile computing devices, such as smartphones and tablets, that allow consumers to use the infringing features of the products. On information and belief, Defendants engaged in these acts with the actual intent to cause the acts which they knew or should have known would induce actual infringement.

61. Nicolas Labbit, general manager of Drone Control, LLC, the immediate past predecessor in interest of the '375 Patent, sent a letter to Parrot S.A. and Parrot, Inc. on September 28, 2016 apprising them of the '375 Patent. Therefore, at least Parrot S.A. and Parrot, Inc. had actual knowledge of the '375 Patent at least as of September 28, 2016. And yet, even with full knowledge of Synergy Drone's patent rights, Defendants have continued to commit acts of infringement and have failed to cease their infringing activities. Because Defendants have been aware of the '375 Patent but acted despite an objectively high likelihood that their actions constituted infringement of a valid patent, Defendants' infringement has been, and continues to be, willful.

62. On information and belief, Defendants knew or should have known that at least the Parrot branded model line listed above in paragraph 59 utilizes control modes that allow the user to control the Defendants' products in a mode from a perspective of a remote control device, "absolute control mode," which is especially made or especially adapted for use in an infringement of at least Claims 1-8 of the '375 Patent and has no substantially non-infringing use in these drones and drone-related products.

63. On information and belief, the portions of Defendants' products that allow the user to control the Defendants' products in modes from a perspective of a remote control device, specifically, at least, "absolute control mode," including Parrot branded products made, marketed, used, sold, offered to sell, or imported by Defendants, are not staple articles or commodities of commerce suitable for substantial non-infringing use.

64. On information and belief, Defendants' actions have and continue to constitute active inducement and contributory infringement of at least Claims 1-8 of the '375 Patent in violation of 35 U.S.C. §§ 271(b) and 271(c).

65. As a result of Defendants' infringement of at least Claims 1-8 of the '375 Patent, Plaintiff Synergy Drone has suffered monetary damages in an amount yet to be determined, and will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

66. Defendants' wrongful acts have damaged and will continue to damage Plaintiff Synergy Drone irreparably, and Plaintiff has no adequate remedy at law for those wrongs and injuries. In addition to its actual damages, Plaintiff Synergy Drone is entitled to a permanent injunction restraining and enjoining Defendants and their respective agents, servants and employees, and all persons acting thereunder, in concert with, or on its behalf, from infringing at least Claims 1-8 of the '375 Patent.

**COUNT II**  
**PATENT INFRINGEMENT OF THE '368 PATENT**

67. Plaintiff Synergy Drone repeats and realleges the above paragraphs, which are incorporated by reference as if fully restated herein.

68. Plaintiff Synergy Drone is the owner of all rights, title, and interest in the '368 Patent.

69. Plaintiff Synergy Drone has never licensed any of the Defendants under the '368 Patent, nor has Plaintiff Synergy Drone otherwise authorized any of the Defendants to practice any part of the '368 Patent.

70. On information and belief, Defendants manufacture and market Parrot branded products. *See, e.g.*, Exhibit F.

71. On information and belief, Defendants distribute, sell, and market such Parrot branded products, as well as remote controls, parts, and accessories for such Parrot branded products. *See, e.g.*, Exhibit G.

72. On information and belief, Defendants have directly infringed and continue to directly infringe, either literally or under the doctrine of equivalents, one or more claims of the '368 Patent, including for example (but not limited to) at least claims 1-8 and 11-16 of the '368 Patent by making, using, selling, offering to sell, or importing, without license or authority, Defendants' suite of drone and drone-related products, including, but not limited to, at least Parrot products that correspond to Parrot branded model line AR.Drone 2.0, without Plaintiff Synergy Drone's authorization, in violation of 35 U.S.C. § 271(a). *See, e.g.*, Exhibit H.

73. On information and belief, Defendants have and continue to promote, advertise, and instruct customers and potential customers about Parrot branded products and how to use Parrot branded products, including infringing uses. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the interactive website <https://www.parrot.com/us/#drones>, the production and distribution of instruction manuals, and other indicia included within or printed on the packaging of Parrot branded products. *See, e.g.*, Exhibit I. Defendants also provide applications for mobile computing devices, such as smartphones and tablets, that allow consumers to use the infringing features of the products. On information and belief, Defendants engaged in these acts with the actual intent to cause the acts which they knew or should have known would induce actual infringement.

74. Nicolas Labbit, general manager of Drone Control, LLC, the immediate past predecessor in interest of the '368 Patent, sent a letter to Parrot S.A. and Parrot, Inc. on September 28, 2016 apprising them of the '368 Patent. Therefore, at least Parrot S.A. and Parrot, Inc. had actual knowledge of the '368 Patent at least as of September 28, 2016. And yet, even with full knowledge of Synergy Drone's patent rights, Defendants have continued to commit acts of infringement and have failed to cease their infringing activities. Because Defendants have

been aware of the '368 Patent but acted despite an objectively high likelihood that their actions constituted infringement of a valid patent, Defendants' infringement has been, and continues to be, willful.

75. On information and belief, Defendants knew or should have known that at least Parrot branded model line listed above in paragraph 72 utilizes control modes that allow the user to control the Defendants' products in a mode from a perspective of a remote control device, "absolute control mode," which is especially made or especially adapted for use in an infringement of at least Claims 1-8 and 11-16 of the '368 Patent and has no substantially non-infringing use in these drones and drone-related products.

76. On information and belief, the portions of Defendants' products that allow the user to control the Defendants' products in modes from a perspective of a remote control device, specifically, at least, "absolute control mode," including Parrot branded products made, marketed, used, sold, offered to sell, or imported by Defendants, are not staple articles or commodities of commerce suitable for substantial non-infringing use.

77. On information and belief, Defendants' actions have and continue to constitute active inducement and contributory infringement of at least Claims 1-8 and 11-16 of the '368 Patent in violation of 35 U.S.C. §§ 271(b) and 271(c).

78. As a result of Defendants' infringement of at least Claims 1-8 and 11-16 of the '368 Patent, Plaintiff Synergy Drone has suffered monetary damages in an amount yet to be determined, and will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

79. Defendants' wrongful acts have damaged and will continue to damage Plaintiff Synergy Drone irreparably, and Plaintiff has no adequate remedy at law for those wrongs and

injuries. In addition to its actual damages, Plaintiff Synergy Drone is entitled to a permanent injunction restraining and enjoining Defendants and their respective agents, servants and employees, and all persons acting thereunder, in concert with, or on its behalf, from infringing at least Claims 1-8 and 11-16 of the '368 Patent.

**COUNT III**  
**PATENT INFRINGEMENT OF THE '918 PATENT**

80. Plaintiff Synergy Drone repeats and realleges the above paragraphs, which are incorporated by reference as if fully restated herein.

81. Plaintiff Synergy Drone is the owner of all rights, title, and interest in the '918 Patent.

82. Plaintiff Synergy Drone has never licensed any of the Defendants under the '918 Patent, nor has Plaintiff Synergy Drone otherwise authorized any of the Defendants to practice any part of the '918 Patent.

83. On information and belief, Defendants manufacture and market Parrot branded products. *See, e.g.*, Exhibit F.

84. On information and belief, Defendants distribute, sell, and market such Parrot branded products, as well as remote controls, parts, and accessories for such Parrot branded products. *See, e.g.*, Exhibit G.

85. On information and belief, Defendants have directly infringed and continue to directly infringe, either literally or under the doctrine of equivalents, one or more claims of the '918 Patent, including for example (but not limited to) at least claims 1-8 and 11-16 of the '918 Patent by making, using, selling, offering to sell, or importing, without license or authority, Defendants' suite of drone and drone-related products, including, but not limited to, at least

Parrot products that correspond to Parrot branded model line AR.Drone 2.0, without Plaintiff Synergy Drone's authorization, in violation of 35 U.S.C. § 271(a). *See, e.g.*, Exhibit H.

86. On information and belief, Defendants have and continue to promote, advertise, and instruct customers and potential customers about Parrot branded products and how to use Parrot branded products, including infringing uses. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the interactive website <https://www.parrot.com/us/#drones>, the production and distribution of instruction manuals, and other indicia included within or printed on the packaging of Parrot branded products. *See, e.g.*, Exhibit I. Defendants also provide applications for mobile computing devices, such as smartphones and tablets, that allow consumers to use the infringing features of the products. On information and belief, Defendants engaged in these acts with the actual intent to cause the acts which they knew or should have known would induce actual infringement.

87. Nicolas Labbit, general manager of Drone Control, LLC, the immediate past predecessor in interest of the '918 Patent, sent a letter to Parrot S.A. and Parrot, Inc. on September 28, 2016 apprising them of the '918 Patent. Therefore, at least Parrot S.A. and Parrot, Inc. had actual knowledge of the '918 Patent at least as of September 28, 2016. And yet, even with full knowledge of Synergy Drone's patent rights, Defendants have continued to commit acts of infringement and have failed to cease their infringing activities. Because Defendants have been aware of the '918 Patent but acted despite an objectively high likelihood that their actions constituted infringement of a valid patent, Defendants' infringement has been, and continues to be, willful.

88. On information and belief, Defendants knew or should have known that at least Parrot branded model line listed above in paragraph 85 utilizes control modes that allow the user

to control the Defendants' products in a mode from a perspective of a remote control device, "absolute control mode," which is especially made or especially adapted for use in an infringement of at least Claims 1-8 and 11-16 of the '918 Patent and has no substantially non-infringing use in these drones and drone-related products.

89. On information and belief, the portions of Defendants' products that allow the user to control the Defendants' products in modes from a perspective of a remote control device, specifically, at least, "absolute control mode," including Parrot branded products made, marketed, used, sold, offered to sell, or imported by Defendants, are not staple articles or commodities of commerce suitable for substantial non-infringing use.

90. On information and belief, Defendants' actions have and continue to constitute active inducement and contributory infringement of at least Claims 1-8 and 11-16 of the '918 Patent in violation of 35 U.S.C. §§ 271(b) and 271(c).

91. As a result of Defendants' infringement of at least Claims 1-8 and 11-16 of the '918 Patent, Plaintiff Synergy Drone has suffered monetary damages in an amount yet to be determined, and will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

92. Defendants' wrongful acts have damaged and will continue to damage Plaintiff Synergy Drone irreparably, and Plaintiff has no adequate remedy at law for those wrongs and injuries. In addition to its actual damages, Plaintiff Synergy Drone is entitled to a permanent injunction restraining and enjoining Defendants and their respective agents, servants and employees, and all persons acting thereunder, in concert with, or on its behalf, from infringing at least Claims 1-8 and 11-16 of the '918 Patent.

**COUNT IV**  
**PATENT INFRINGEMENT OF THE '116 PATENT**

93. Plaintiff Synergy Drone repeats and realleges the above paragraphs, which are incorporated by reference as if fully restated herein.

94. Plaintiff Synergy Drone is the owner of all rights, title, and interest in the '116 Patent t.

95. Plaintiff Synergy Drone has never licensed any of the Defendants under the '116 Patent, nor has Plaintiff Synergy Drone otherwise authorized any of the Defendants to practice any claim of the '116 Patent.

96. On information and belief, Defendants manufacture and market Parrot branded products. *See, e.g.*, Exhibit F.

97. On information and belief, Defendants distribute, sell, and market such Parrot branded products, as well as remote controls, parts, and accessories for such Parrot branded products. *See, e.g.*, Exhibit G.

98. On information and belief, Defendants have directly infringed and continue to directly infringe, either literally or under the doctrine of equivalents, one or more claims of the '116 Patent, including for example (but not limited to) at least Claims 1-15 of the '116 Patent by making, using, selling, offering to sell, or importing, without license or authority, Defendants' suite of drone and drone-related products, including, but not limited to, at least Parrot products that correspond to Parrot branded model line AR.Drone 2.0, without Plaintiff Synergy Drone's authorization, in violation of 35 U.S.C. § 271(a). *See, e.g.*, Exhibit H.

99. On information and belief, Defendants have and continue to promote, advertise, and instruct customers and potential customers about Parrot branded products and how to use Parrot branded products, including infringing uses. Defendants' promotion, advertising, and

instruction efforts include, at a minimum, maintenance of the interactive website <https://www.parrot.com/us/#drones>, the production and distribution of instruction manuals, and other indicia included within or printed on the packaging of Parrot branded products. *See, e.g.*, Exhibit I. Defendants also provide applications for mobile computing devices, such as smartphones and tablets, that allow consumers to use the infringing features of the products. On information and belief, Defendants engaged in these acts with the actual intent to cause the acts which they knew or should have known would induce actual infringement.

100. Nicolas Labbit, general manager of Drone Control, LLC, the immediate past predecessor in interest of the '116 Patent, sent a letter to Parrot S.A. and Parrot, Inc. on September 28, 2016 apprising them of the '116 Patent. Therefore, at least Parrot S.A. and Parrot, Inc. had actual knowledge of the '116 Patent at least as of September 28, 2016. And yet, even with full knowledge of Synergy Drone's patent rights, Defendants have continued to commit acts of infringement and have failed to cease their infringing activities. Because Defendants have been aware of the '116 Patent but acted despite an objectively high likelihood that their actions constituted infringement of a valid patent, Defendants' infringement has been, and continues to be, willful.

101. On information and belief, Defendants knew or should have known that at least Parrot branded model line listed above in paragraph 98 utilizes control modes that allow the user to control the Defendants' products in a mode from a perspective of a remote control device, "absolute control mode," which is especially made or especially adapted for use in an infringement of at least Claims 1-15 of the '116 Patent and has no substantially non-infringing use in these drones and drone-related products.

102. On information and belief, the portions of Defendants' products that allow the user to control the Defendants' products in modes from a perspective of a remote control device, specifically, at least, "absolute control mode," including Parrot branded products made, marketed, used, sold, offered to sell, or imported by Defendants, are not staple articles or commodities of commerce suitable for substantial non-infringing use.

103. On information and belief, Defendants' actions have and continue to constitute active inducement and contributory infringement of at least Claims 1-15 of the '116 Patent in violation of 35 U.S.C. §§ 271(b) and 271(c).

104. As a result of Defendants' infringement of at least Claims 1-15 of the '116 Patent, Plaintiff Synergy Drone has suffered monetary damages in an amount yet to be determined, and will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

105. Defendants' wrongful acts have damaged and will continue to damage Plaintiff Synergy Drone irreparably, and Plaintiff has no adequate remedy at law for those wrongs and injuries. In addition to its actual damages, Plaintiff Synergy Drone is entitled to a permanent injunction restraining and enjoining Defendants and their respective agents, servants and employees, and all persons acting thereunder, in concert with, or on its behalf, from infringing at least Claims 1-15 of the '116 Patent.

**COUNT V**  
**PATENT INFRINGEMENT OF THE '913 PATENT**

106. Plaintiff Synergy Drone repeats and realleges the above paragraphs, which are incorporated by reference as if fully restated herein.

107. Plaintiff Synergy Drone is the owner of all rights, title, and interest in the '913 Patent.

108. Plaintiff Synergy Drone has never licensed any of the Defendants under the '913 Patent, nor has Plaintiff Synergy Drone otherwise authorized any of the Defendants to practice any claim of the '913 Patent.

109. On information and belief, Defendants manufacture and market Parrot branded products. *See, e.g.*, Exhibit F.

110. On information and belief, Defendants distribute, sell, and market such Parrot branded products, as well as remote controls, parts, and accessories for such Parrot branded products. *See, e.g.*, Exhibit G.

111. On information and belief, Defendants have directly infringed and continue to directly infringe, either literally or under the doctrine of equivalents, one or more Claims of the '913 Patent, including for example (but not limited to) at least Claims 1, 3-6, 8-11, and 13-15 of the '913 Patent by making, using, selling, offering to sell, or importing, without license or authority, Defendants' suite of drone and drone-related products, including, but not limited to, at least Parrot products that correspond to Parrot branded model line AR.Drone 2.0, without Plaintiff Synergy Drone's authorization, in violation of 35 U.S.C. § 271(a). *See, e.g.*, Exhibit H.

112. On information and belief, Defendants have and continue to promote, advertise, and instruct customers and potential customers about Parrot branded products and how to use Parrot branded products, including infringing uses. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the interactive website <https://www.parrot.com/us/#drones>, the production and distribution of instruction manuals, and other indicia included within or printed on the packaging of Parrot branded products. *See, e.g.*, Exhibit I. Defendants also provide applications for mobile computing devices, such as smartphones and tablets, that allow consumers to use the infringing features of the products. On

information and belief, Defendants engaged in these acts with the actual intent to cause the acts which they knew or should have known would induce actual infringement.

113. On information and belief, Defendants knew or should have known that at least the Parrot branded model line listed above in paragraph 111 utilizes control modes that allow the user to control the Defendants' products in a mode from a perspective of a remote control device, "absolute control mode," which is especially made or especially adapted for use in an infringement of at least Claims 1, 3-6, 8-11, and 13-15 of the '913 Patent and has no substantially non-infringing use in these drones and drone-related products.

114. On information and belief, the portions of Defendants' products that allow the user to control the Defendants' products in modes from a perspective of a remote control device, specifically, at least, "absolute control mode," including Parrot branded products made, marketed, used, sold, offered to sell, or imported by Defendants, are not staple articles or commodities of commerce suitable for substantial non-infringing use.

115. On information and belief, Defendants' actions have and continue to constitute active inducement and contributory infringement of at least Claims 1, 3-6, 8-11, and 13-15 of the '913 Patent in violation of 35 U.S.C. §§ 271(b) and 271(c).

116. The Defendants could have learned of the '913 Patent when it issued. When Nicolas Labbit, general manager of Drone Control, LLC, the immediate past predecessor in interest of the '375, '368, '918, '116, and '913 Patents, sent a letter to Parrot S.A. and Parrot, Inc. on September 28, 2016 apprising them of the '375, '368, '918, and '116 Patents, the application that led to the '913 Patent was pending at the United States Patent Office, and is directly related to the '375, '368, '918, and '116 Patents. Defendants could have easily monitored this application until the '913 Patent issued on February 14, 2017. Therefore,

Defendants either knew or should have known about the '913 Patent at least as of February 14, 2017 when the '913 Patent issued. And yet, Defendants have continued to commit acts of infringement and have failed to cease their infringing activities. Because Defendants either knew or should have known of the '913 Patent but acted despite an objectively high likelihood that their actions constituted infringement of a valid patent, Defendants' infringement has been, and continues to be, willful.

117. As a result of Defendants' infringement of at least Claims 1, 3-6, 8-11, and 13-15 of the '913 Patent, Plaintiff Synergy Drone has suffered monetary damages in an amount yet to be determined, and will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

118. Defendants' wrongful acts have damaged and will continue to damage Plaintiff Synergy Drone irreparably, and Plaintiff has no adequate remedy at law for those wrongs and injuries. In addition to its actual damages, Plaintiff Synergy Drone is entitled to a permanent injunction restraining and enjoining Defendants and their respective agents, servants and employees, and all persons acting thereunder, in concert with, or on its behalf, from infringing at least Claims 1, 3-6, 8-11, and 13-15 of the '913 Patent.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Synergy Drone respectfully requests that this Court enter:

A. A judgment in favor of Plaintiff Synergy Drone that Defendants have been and are infringing at least Claims 1-8 of the '375 Patent, Claims 1-8 and 11-16 of the '368 Patent, Claims 1-8 and 11-16 of the '918 Patent, Claims 1-15 of the '116 Patent, and Claims 1, 3-6, 8-11, and 13-15 of the '913 Patent, pursuant to 35 U.S.C. §§ 271(a), 271(b), and/or 271(c);

B. A preliminary and permanent injunction enjoining Defendants and their respective officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in concert or privity with any of them from infringing, inducing the infringement of, or contributing to the infringement of, at least Claims 1-8 of the '375 Patent, Claims 1-8 and 11-16 of the '368 Patent, Claims 1-8 and 11-16 of the '918 Patent, Claims 1-15 of the '116 Patent, and Claims 1, 3-6, 8-11, and 13-15 of the '913 Patent;

C. A judgment awarding Plaintiff Synergy Drone all damages adequate to compensate it for Defendants' infringement of the Synergy Drone Patents, and in no event less than a reasonable royalty for Defendants' acts of infringement, including all pre-judgment and post-judgment interest at the maximum rate permitted by law, as a result of Defendants' infringement of at least Claims 1-8 of the '375 Patent, Claims 1-8 and 11-16 of the '368 Patent, Claims 1-8 and 11-16 of the '918 Patent, Claims 1-15 of the '116 Patent, and Claims 1, 3-6, 8-11, and 13-15 of the '913 Patent;

D. An award of enhanced damages as a result of at least Parrot S.A. and Parrot, Inc.'s willful infringement of at least Claims 1-8 of the '375 Patent, claims 1-8 and 11-16 of the '368 Patent, Claims 1-8 and 11-16 of the '918 Patent, and Claims 1-15 of the '116 Patent, after being apprised of these patents, as provided under 35 U.S.C. § 284;

E. An assessment of costs, including reasonable attorney fees pursuant to 35 U.S.C. § 285, and prejudgment interest against Defendants; and

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

**JURY TRIAL DEMANDED**

Pursuant to FED. R. CIV. P. 38, Plaintiff Synergy Drone hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

Dated: September 11, 2017

/s/ Grantland G. Drutchas  
Grantland G. Drutchas (IL ID No. 6191150)  
(drutchas@mbhb.com)  
Matthew J. Sampson (IL ID No. 6207606)  
(sampson@mbhb.com)  
Marcus J. Thymian (IL ID No. 6256769)  
(thymian@mbhb.com)  
George T. Lyons, III (IL ID No. 6324271)  
(lyons@mbhb.com)

**McDonnell Boehnen Hulbert & Berghoff LLP**  
300 South Wacker Drive  
Chicago, Illinois 60606  
Tel.: (312) 913-0001  
Fax: (312) 913-0002

Craig S. Jepson  
State Bar No. 24061364  
cjepson@tlgiplaw.com  
**Toler Law Group, PC**  
8500 Bluffstone Cove, Suite A201  
Austin, Texas 78759  
Telephone: (512) 327-5515  
Facsimile: (512) 327-5575

**Attorneys for Plaintiff,**  
SYNERGY DRONE, LLC.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5 on September 11, 2017. Any other counsel of record will be served by electronic and first-class U.S. mail.

/s/ Grantland Drutchas  
Grantland G. Drutchas (IL ID No. 6191150)  
(drutchas@mbhb.com)