IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

Daedalus Blue LLC Plaintiff, v. SZ DJI Technology Co., Ltd., & DJI Europe B.V. Defendants.	Civil Action No. 6:20-cv-00073 The Honorable Alan D. Albright **FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Daedalus Blue, LLC ("Daedalus Blue"), files this First Amended Complaint for Patent Infringement and Damages against Defendants SZ DJI Technology Co., Ltd. and DJI Europe B.V. (collectively, "DJI" or "Defendants"), and would respectfully show the Court as follows:

PARTIES

1. Plaintiff Daedalus Blue is a Delaware limited liability company with its principal place of business located at 51 Pondfield Rd., Suite 3, Bronxville, NY 10708.
2. On information and belief, Defendant SZ DJI Technology Co., Ltd. is a Chinese corporation with its principal place of business at 14th Floor, West Wing, Skyworth Semiconductor Design Building, No. 18 Gaoxin South 4th Ave, Nanshan District, Shenzhen, China. On information and belief, Defendant SZ DJI Technology Co., Ltd. is responsible for the development of DJI branded products sold in the United States. Although Defendant 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 SZ DJI Technology Co., Ltd. pursuant to TEX. CIV. PRAC. & REM. CODE § 17.044(b). Defendant agreed to waive service and their objections to the absence of a summons of service. *See* Dkt. 12 at ¶ 3.

3. On information and belief, Defendant DJI Europe B.V. is a European corporation with its principal place of business at Bijdorp-Oost 6, 2992 LA Barendrecht, Netherlands. On information and belief, DJI Europe B.V. sells DJI branded products in the United States. Although DJI Europe B.V. 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 or process for DJI Europe B.V. pursuant to TEX. CIV. PRAC. & REM. CODE §17.044(b). Defendant agreed to waive service and their objections to the absence of a summons of service. *See* Dkt. 12 at ¶ 3.

JURISDICTION AND VENUE

4. This is a civil action for patent infringement arising under the Patent Laws of the United States as set forth in 35 U.S.C. §§ 271, *et seq*.

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

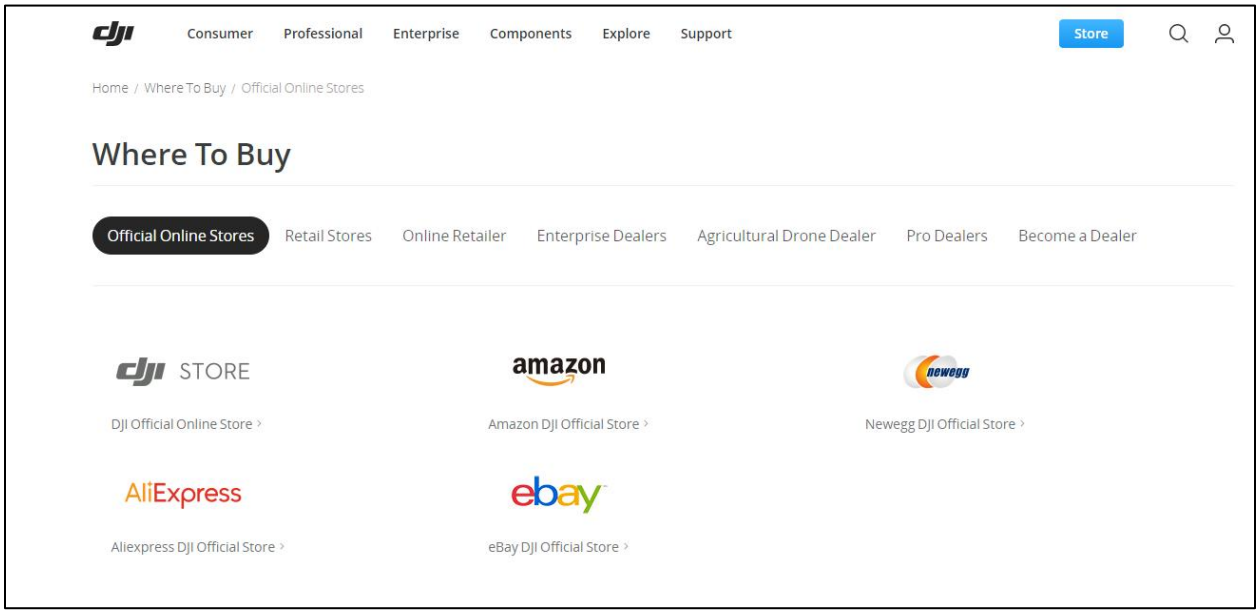
6. This Court has personal jurisdiction over Defendants pursuant to TEX. CIV. PRAC. & REM. CODE § 17.041 *et seq*. General personal jurisdiction exists over Defendants because Defendants have minimum contacts with this forum as a result of business regularly conducted within the State of Texas and within this district, and, on information and belief, specific personal jurisdiction exists because Defendants have, at least, committed the tort of patent infringement within Texas and this district. Personal jurisdiction also exists

because, on information and belief, Defendants have: (1) operated the Internet website, <https://www.dji.com/>, which is available to and accessed by users, customers, and potential customers of the Defendants within this judicial district; (2) sold Defendants' drone and drone-related products within this judicial district; (3) transacted business within the State of Texas; (4) actively infringed and/or induced infringement in Texas; (5) established regular and systematic business contacts within the State of Texas; and (6) continue to conduct such business in Texas through the sale of Defendants' drone and drone-related products. Accordingly, this Court's jurisdiction over the Defendants comports with the constitutional standards of fair play and substantial justice and arises directly from the Defendants' purposeful minimum contacts with the State of Texas.

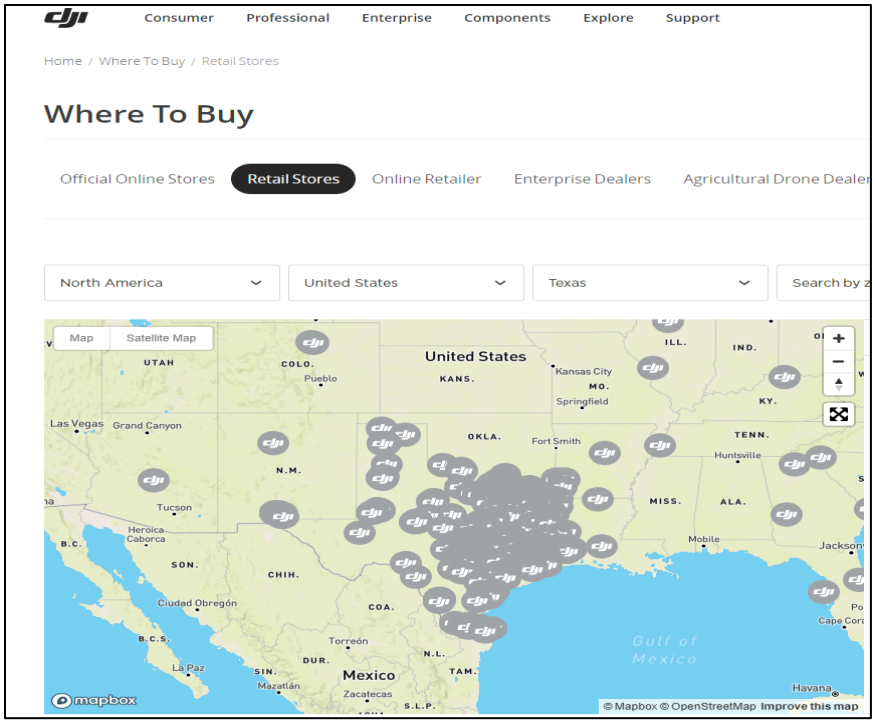
7. This Court also has personal jurisdiction over Defendants because, on information and belief, DJI and its authorized resellers (or those acting on their behalf) and DJI's customers committed and continue to commit acts of patent infringement in this judicial district. Defendants transact business within the State of Texas and in this judicial district and have committed acts of patent infringement within the State of Texas and this judicial district as set forth hereinafter. Such business includes, without limitation, Defendants' operation of the Internet website, <https://www.dji.com/>, which is available to and accessed by users, customers, and potential customers of the Defendants within this judicial district, and the sale of Defendants' drone and drone-related products within this judicial district, both online at <http://store.dji.com> and through other official online stores, resellers/retail stores, and varied dealers within this jurisdiction, as provided at <https://www.dji.com/where-to-buy/>.

8. In addition to Defendants' own online store at <http://store.dji.com>, Defendants have also sold their drone and drone-related products within this judicial district via the following means:

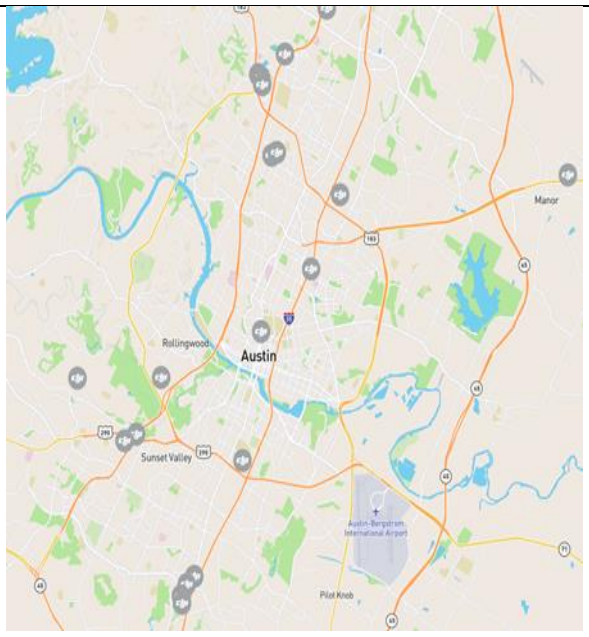
    a. Defendants have official online stores with Amazon, Newegg, AliExpress, and eBay, all of which are available to and accessed by users, customers, and potential customers of the Defendants within this judicial district.



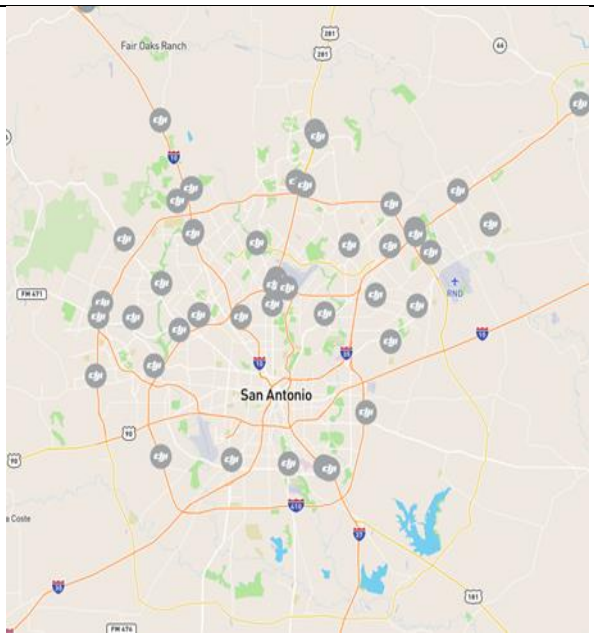
    b. In addition to official online stores, Defendants have a wide variety of resellers selling Defendants' drones and drone-related products within this judicial district.



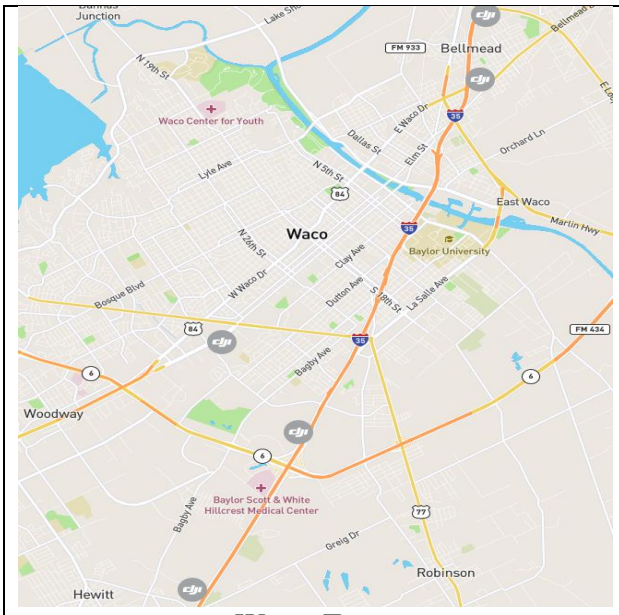
Texas



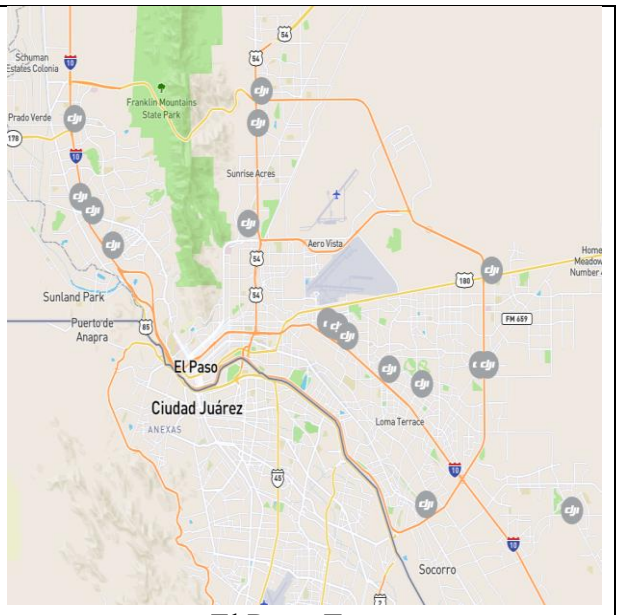
Austin, Texas



San Antonio, Texas

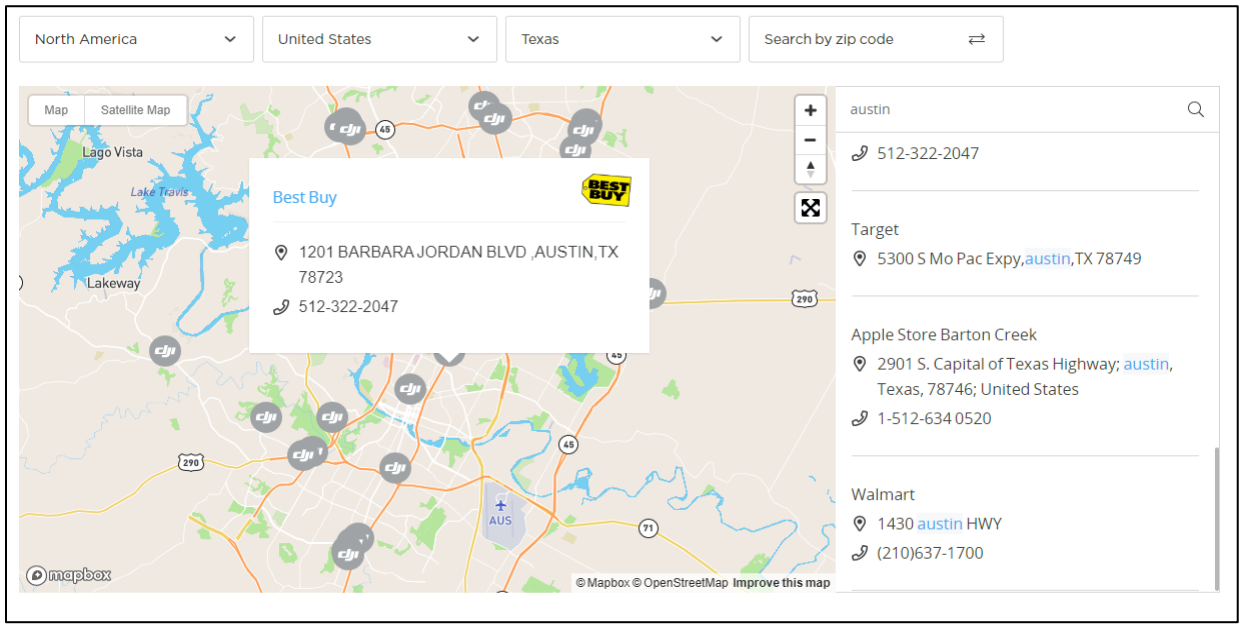


Waco, Texas

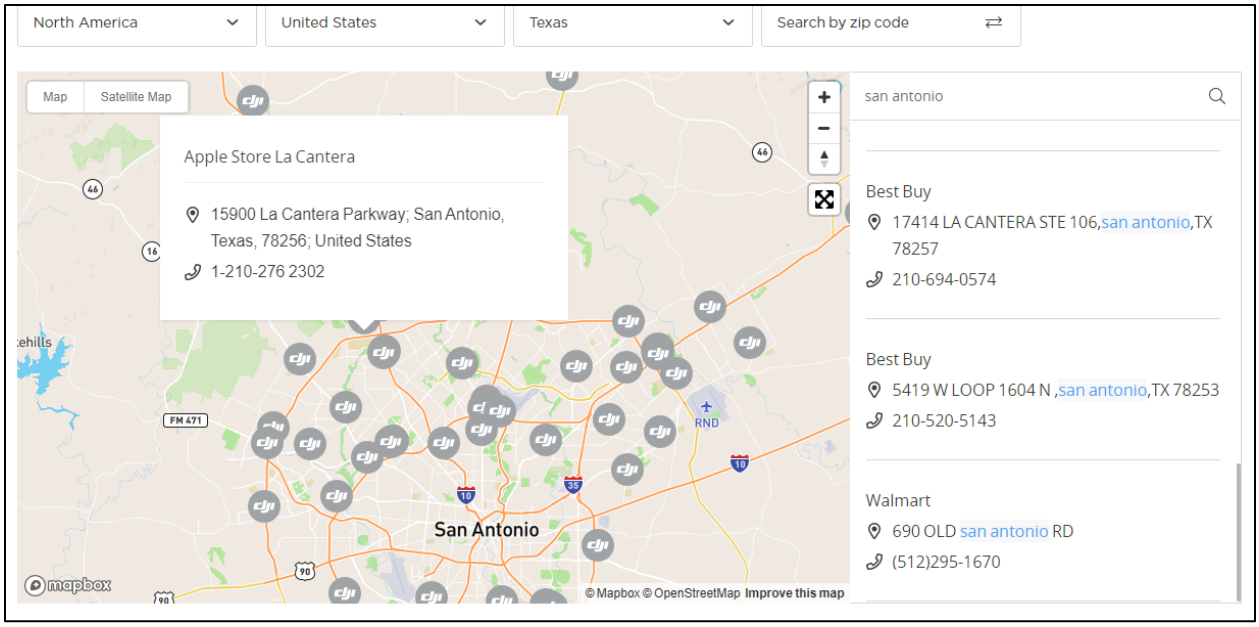


El Paso, Texas

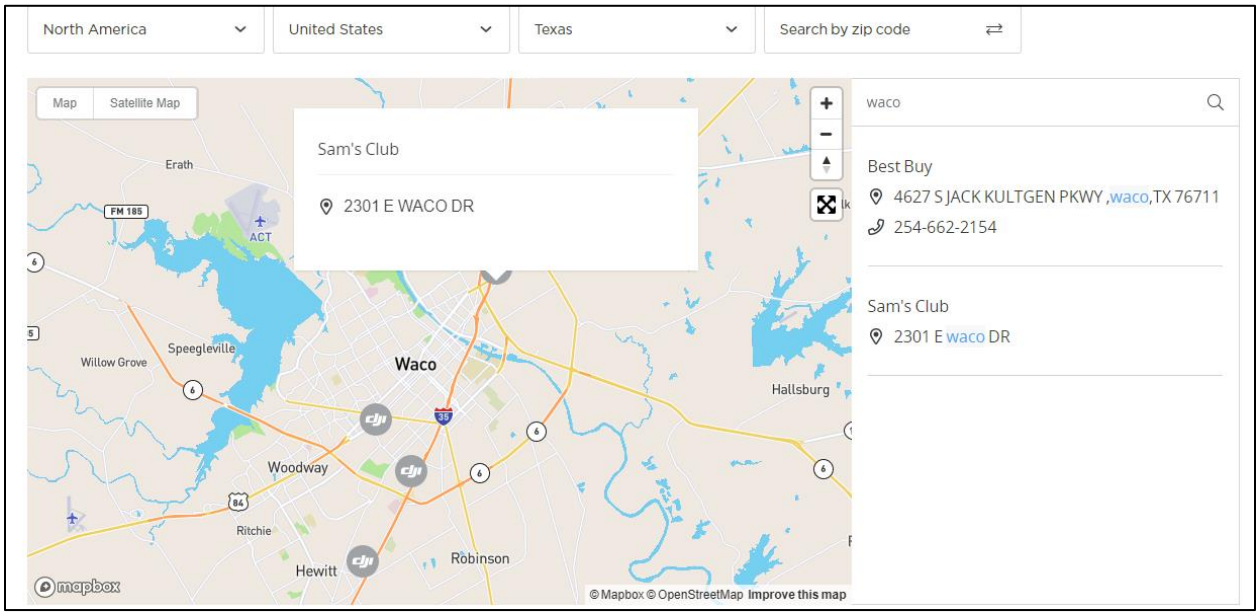
Such resellers/retail stores include companies such as Walmart, Best Buy, Sam's Club, Target, and Apple Store.



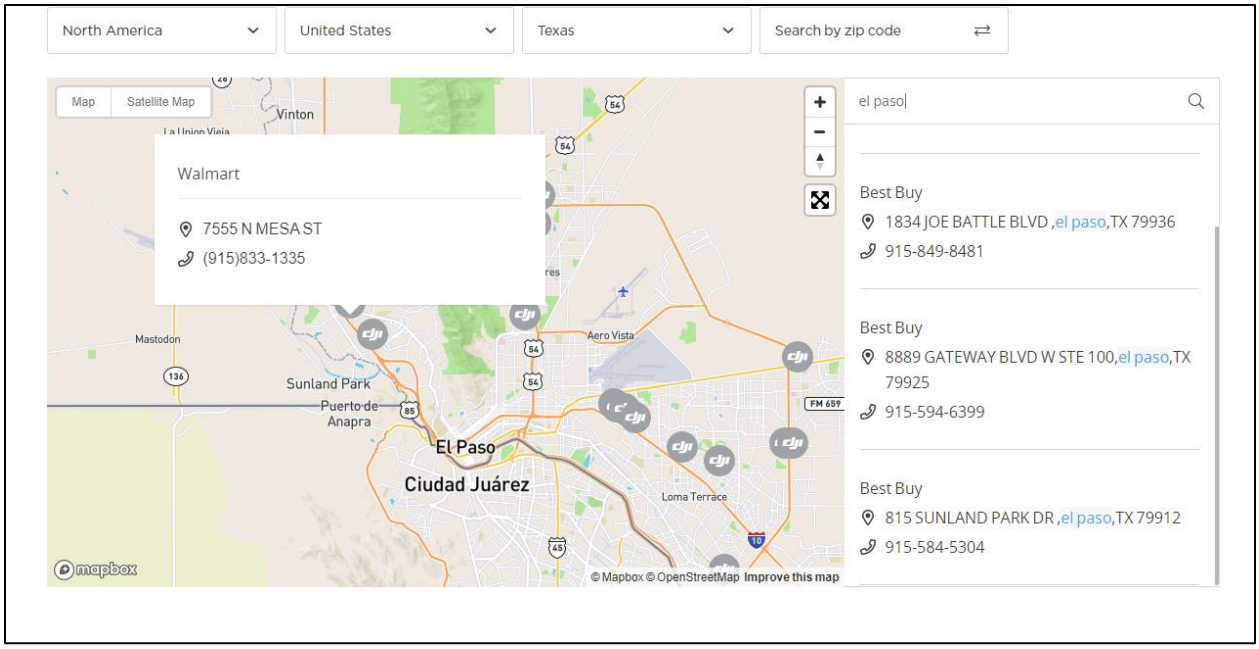
Example 1: Austin, Texas



Example 2: San Antonio, Texas

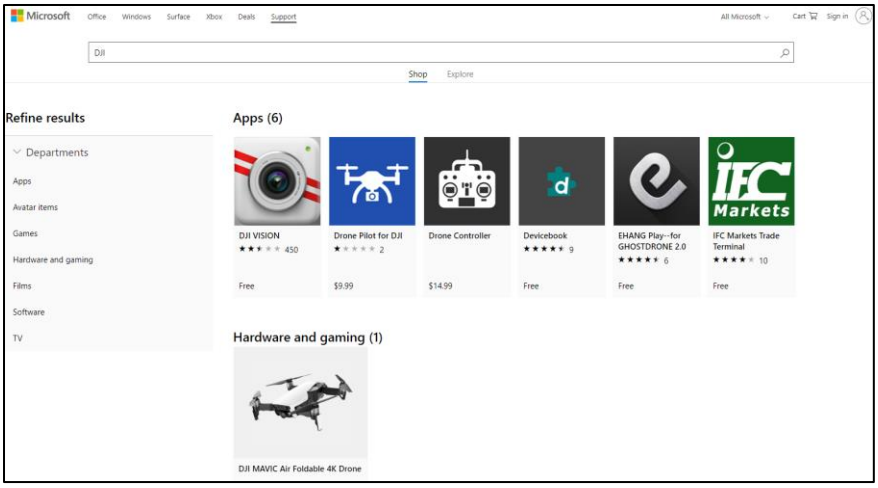


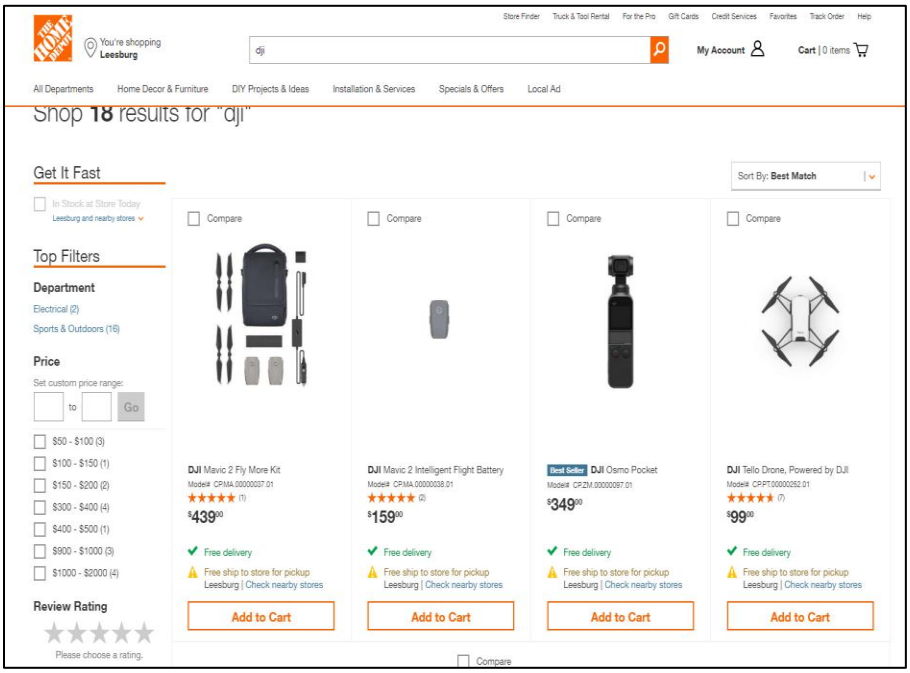
Example 3: Waco, Texas



Example 4: El Paso, Texas

c. Defendants have also authorized over 80 online retailers, as listed at <https://www.dji.com/where-to-buy/online-retails>, and have extended warranties to products purchased from the authorized DJI Dealers. Such authorized dealers include those companies listed above (*e.g.*, Walmart and Sam's Club) and many more (*e.g.*, Microsoft, BJ's, Gamestop, Home Depot, Verizon Wireless, etc.). Most, if not all, of these online retailers are available to and accessed by users, customers, and potential customers of the defendant within this judicial district.





d. Defendants also have 25 designated professional dealers operating in the United States, all of which have online stores through which to sell Defendants' drones and drone-related products, which are available to and accessed by users, customers, and potential customers of the Defendants within this judicial district. A complete list of professional dealers can be found at: <https://www.dji.com/where-to-buy/professional-dealers>.

e. On information and belief, relying in part on evidence presented in ¶ 8(b), DJI maintains a regular and established place of business with a significant physical presence in this judicial district, with a substantial amount of authorized resellers located within the district, as represented by information presented on: Austin, Texas; San Antonio, Texas; Waco, Texas; and El Paso, Texas. This information presented is not wholly representative of all authorized resellers located within the Western District of Texas, but merely demonstrative.

9. 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, as discussed above in ¶¶ 6-8, which are incorporated by reference herein.

THE PATENTS-IN-SUIT

10. On June 5, 2007, United States Patent No. 7,228,232 ("the '232 patent"), entitled "Navigating a UAV with Obstacle Avoidance Algorithms," was duly and legally issued by the United States Patent and Trademark Office ("USPTO") to William Kress Bodin, Jesse Redman, and Derral Charles Thorson, with the International Business Machines Corporation ("IBM") as assignee. A copy of the '232 patent is attached hereto as **Exhibit A**.

11. On October 23, 2007, United States Patent No. 7,286,913 ("the '913 patent"), entitled "Navigating a UAV with Telemetry Through a Socket," was duly and legally issued by the USPTO to William Kress Bodin, Jesse J. W. Redman, and Derral C. Thorson, with IBM as assignee. A copy of the '913 patent is attached hereto as **Exhibit B**.

12. The ‘232 and ‘913 patents are referred to hereinafter as “the Daedalus Blue Patents.”

13. Plaintiff Daedalus Blue LLC is the owner of the entire right, title, and interest in and to the Daedalus Blue Patents, with the right to sue in its own name. The Daedalus Blue Patents were initially assigned by IBM to Daedalus Group LLC on or about September 30, 2019. The respective assignments were recorded on November 14, 2019, at the U.S. Patent and Trademark Office. Daedalus Group LLC then assigned the patents to Daedalus Blue LLC, on or about January 24, 2020. The respective assignments were recorded on or about January 29, 2020, at the U.S. Patent and Trademark Office.

14. Each of the Daedalus Blue Patents are presumed valid under 35 U.S.C. § 282.

15. All patents-in-suit relate to innovative technology for piloting, controlling, navigating, and optimizing flight missions for unmanned aerial vehicles (“UAV” or “drone”).

United States Patent No. 7,228,232

16. The ‘232 patent claimed UAV obstacle avoidance technologies that anticipate the future position of the UAV through GPS sequencing, and avoid obstacles in dependence of that anticipated future position. Such obstacles may be physical three-dimensional objects such as buildings, mountains, and others that will occur to those of skill in the art; or two-dimensional geographic areas such as a no-fly zone. In the present complaint, Defendants’ suite of drones and drone-related products infringe on this inventive aspect of the ‘232 patent. Representative of this infringement is Defendants’ Phantom Series drones, including, but not limited to, the Phantom 4 Pro. The Phantom 4 Pro houses a GPS module on-board, which transmits UAV location and flight control instructions back and forth from the UAV’s remote-control device, and vice versa. In so doing, and on information and belief, the GPS module tracks the UAV location and ensures that the UAV is not entering

a restricted zone and/or no fly zones. The Phantom 4 Pro, and other infringing UAVs described in later paragraphs, is designed to avoid these zones by, *inter alia*, notifying via remote control device that the UAV is entering a zone, completely prohibiting the UAV from entering a zone, and/or disallowing take-off within a zone. Such functionality is within Defendants' "Fly Safe" technology, as described at: <https://www.dji.com/flysafe>. All intelligent flight features are affected when DJI aircraft fly nearby or into GEO Zones. Such interference includes, but is not limited to, decreased speed, decreased altitude, takeoff failure, and flight termination.

17. The '232 patent overcomes shortcomings in the prior art, which required conventional UAV operators to manually control the flight using the camera images from the UAV that were provided to the operator through downlink telemetry (col. 1, lines 18-23). Certain of the inventive aspects of the '232 patent addressed the need for improvements in the area of UAV navigation, by automating certain aspects of the UAV mission (col. 1, lines 26-30). More specifically, the inventive aspects of automatically identifying and avoiding obstacles that would otherwise disrupt the flight of the UAV (col. 17, lines 66-67), were not well-understood, routine, or conventional at the time of the invention.

United States Patent No. 7,286,913

18. The '913 patent claims UAV navigation technologies for downlink telemetry of the UAV to the UAV's remote-control device, which then uplinks telemetry and flight control instructions to the UAV through a socket. Here, a socket is an end-point of a two-way communication link between two application programs running on a network. This communication link pairs the UAV's remote-control device, or controller, with the drone or UAV to enable the operation of the UAV. In some instances, a socket on a UAV would

be considered a server-side socket, and a socket on a remote-control device may be considered a client socket. In the present complaint, Defendants' suite of drones and drone-related products infringe on this inventive aspect of the '913 patent. Representative of this infringement is Defendants' Phantom Series drones, including, but not limited to the Phantom 4 Pro. The Phantom 4 Pro houses a receiver/transmitter on-board, which serves as the server-side socket transmitting downlink telemetry to the UAV's remote-control device through one or more application programs, including, but not limited to the DJI GO 4 application or the DJI GS Pro application. Then using the selected remote-control device application, which may serve as the client socket, uplink telemetry and flight control instructions are transmitted back to the UAV.

19. The '913 patent overcomes shortcomings in the prior art, which required conventional UAV operators to manually control the flight using the camera images from the UAV that were provided to the operator through downlink telemetry (col. 1, lines 18-21). Certain of the inventive aspects of the '913 patent addressed the need for improvements in the area of UAV navigation, by automating certain aspects of the UAV mission (col. 1, lines 25-28). More specifically, the inventive aspects of automatically selecting waypoints using a mouseclick or joystick button click, to control the flight path of the UAV (col. 1, lines 33-35), were not well-understood, routine, or conventional at the time of the invention. Moreover, the ability to upload multiple waypoints enabled more complex missions to be performed with just a few keystrokes or mouseclicks on the remote control device (col. 1, lines 64-67 and col. 2, lines 1-2, 10-11), and the use of a socket to facilitate communications between the UAV and the remote control device (col. 2, lines 34-37), were also not well-understood, routine, or conventional at the time of the invention.

COUNT I
INFRINGEMENT OF THE '232 PATENT

20. Plaintiff Daedalus Blue repeats and realleges the above paragraphs, which are incorporated by reference as if fully restated herein.

21. Plaintiff Daedalus Blue is the owner by assignment of all right, title, and interest in the '232 patent, including all right to recover for any and all infringement thereof.

22. Defendants are not licensed or otherwise authorized to practice the '232 patent.

23. Plaintiff Daedalus Blue has not licensed nor otherwise authorized Defendants under the '232 patent. Non-party Daedalus Group, a prior assignee of the '232 patent, has not licensed nor otherwise authorized Defendants under the '232 patent. On information and belief, non-party IBM, the original assignee of the '232 patent, has not licensed nor otherwise authorized Defendants under the '232 patent.

24. The '232 patent is valid and enforceable. In this regard, the '232 patent is presumed valid under 35 U.S.C. §282.

25. The '232 patent relates to, among other things, methods, systems, and products for navigating a UAV with obstacle avoidance algorithms.

26. On information and belief, Defendants manufacture and market DJI branded products. **Exhibit C**.

27. On information and belief, Defendants distribute, sell, and market such DJI branded products, as well as remote controls, flight planning and control applications, parts, and accessories for such DJI branded products. **Exhibit D** (providing representative products).

28. The '232 patent is well-known in the UAV industry. It has been cited in at least 94 patents and patent applications, including patents and patent applications filed by industry leaders, such as Boeing and Honeywell.

29. On information and belief, Defendants have been aware of the '232 patent since at least June 19, 2014. According to the records of the U.S. Patent and Trademark Office, on or about June 19, 2014, Defendant SZ DJI Technology Co., Ltd., cited the '232 patent to the U.S. Patent and Trademark Office in connection with the prosecution of U.S. Patent Application 14/262,563, entitled "Flight control for flight-restricted regions." Specifically, Defendant SZ DJI Technology Co., Ltd. filed an "Information Disclosure Statement by Applicant" listing the '232 patent as the first cited document, in the first of several of such "Information Disclosure Statements" filed by Defendant SZ DJI Technology Co., Ltd., for consideration by the U.S. Patent and Trademark Office. The inventors named on U.S. Patent Application 14/262,563 are Mingyu Wang, Tao Wang, and Jianyu Song. On information and belief, Mr. Mingyu Wang publicly identifies himself as DJI's Vice President of Research & Development. Upon further information and belief, Mr. Tao Wang publicly identifies himself as DJI's Founder and Chief Executive Officer. Accordingly, upon information and belief, senior DJI officers were aware of the '232 patent no later than June 19, 2014, and their knowledge is attributable to Defendants. U.S. Patent Application 14/262,563 later issued as U.S. Patent No. 9,317,036.

30. In addition, the '232 patent was cited in at least the following DJI patents and patent applications, which again name senior DJI officers as purported inventors, and which further demonstrates Defendants' knowledge of the '232 patent:

Number	**Title**
US 9,483,950	Flight control for flight-restricted regions
US 10,029,789	Context-based flight mode selection
US 2016/0068267	Context-based flight mode selection

Number	Title
US 2016/0070264	Velocity control for an unmanned aerial vehicle
WO2016033795	Velocity control for an unmanned aerial vehicle
US 9,592,911	Context-based flight mode selection
US 9,604,723	Context-based flight mode selection
US 9,625,907	Velocity control for an unmanned aerial vehicle
US 9,625,909	Velocity control for an unmanned aerial vehicle
US 9,704,408	Flight control for flight-restricted regions
US 9,842,505	Flight control for flight-restricted regions
US 10,001,778	Velocity control for an unmanned aerial vehicle
US 10,240,930	Sensor Fusion
US 2016/0070265	Multi-sensor environmental mapping
US 10,429,839	Multi-sensor environmental mapping
US 10,421,543	Context-based flight mode selection

31. Moreover, on information and belief, Defendants engaged in licensing discussions regarding the ‘232 patent with IBM, the original owner of the ‘232 patent. On further information and belief, such discussions occurred no later than October 16, 2017, and likely occurred earlier.

32. Therefore, Defendants had actual and constructive knowledge of the ‘232 patent, as well as actual and constructive knowledge of the relevance and significance of the ‘232 patent to their research and development, as well as their product offerings, no later than June 19, 2014 and certainly no later than October 16, 2017.

Defendants' Direct Infringement of the '232 Patent:

33. On information and belief, in violation of 35 U.S.C. § 271(a), Defendants have directly infringed, continue to directly infringe, and will continue to directly infringe absent the Court's intervention one or more claims of the '232 patent, including for example (but not limited to) at least method claims 1-4, system claims 7-10, and computer program product claims 13-16 of the '232 patent, either literally or under the doctrine of equivalents, by making, using, selling, and/or offering to sell within the United States, or importing into the United States, without license or authority, Defendants' suite of infringing drone and drone-related products, including, but not limited to, at least DJI products that correspond to DJI branded model lines including, *inter alia*:

DJI Drones

- The Matrice Series: Matrice 100, Matrice 200, Matrice 200 V2, Matrice 210, Matrice 210 V2, Matrice 210 RTK, Matrice 210 RTK V2, Matrice 600, Matrice 600 Pro;
- The Inspire Series: Inspire 1, Inspire 1 Pro/Raw, Inspire 2, Inspire 2 Professional, Inspire 2 Premium, Inspire 2 Cinema Premium;
- The Mavic Series: Mavic Pro, Mavic Pro Platinum, Mavic 2, Mavic 2 Pro, Mavic 2 Zoom, Mavic Air, Mavic Air 2, Mavic Mini, Mavic 2 Enterprise, Mavic 2 Enterprise Dual;
- The Phantom Series: Phantom 4, Phantom 4 Pro/Pro+, Phantom 4 Advanced, Phantom 4 Pro/Pro+ V2.0, Phantom 4 RTK, Phantom 3, Phantom 3 4K, Phantom 3 Advanced, Phantom 3 Professional;
- The P4 Multispectral; and

- The Spark.

DJI Flight Control Components

- DJI GO application, with compatible controllers;
- DJI GO 4 application, with compatible controllers;
- DJI GS Pro application, with compatible controllers; and
- DJI FlightHub application, with compatible controllers.

See **Exhibit E** (depicting representative specifications, instruction manuals, and downloads of products for all Defendants' UAVs and Defendants' Flight Control Components).

Direct Infringement Claim Chart:

34. On information and belief, the DJI Mavic Series, Matrice Series, Phantom Series, Spark, P4 Multispectral, and Inspire Series contain substantially similar componentry and functionality at least insofar as the claimed inventions are concerned. Exhibit 1 illustrates how these DJI drone and drone-related products perform the claimed methods, and also how they constitute the claimed systems and computer program products.[1] Such infringement of the '232 patent by these DJI drones and drone-related products is exemplified in Exhibit 1 using the Phantom 4 Series UAV (including the Phantom 4 Pro). However, a person of ordinary skill in the art would readily recognize the broader implications of these representative materials.

Defendants' Direct Infringement of the Method Claims:

35. Defendants perform the methods recited in claims 1-4 of the '232 patent. Infringement of a method claim requires performing every step of the claimed method. Defendants perform

[1] Daedalus Blue served Preliminary Infringement Contentions on June 19, 2020 per the Court's Order. Such contentions asserted only the method and system claims. Exhibit 1 includes the subject matter of the June 19 contentions along with contentions on the computer program product claims. Daedalus Blue is contemporaneously serving Amended Preliminary Infringement Contentions with this Amended Complaint.

every step of the methods recited in claims 1-4. As set forth in **Exhibit 1**, Defendants perform, for example, the method recited in claim 1, *i.e.*, a method of navigating a UAV comprising piloting the UAV, under control of a navigation computer, in accordance with a navigation algorithm; while piloting the UAV: reading from a GPS receiver a sequence of GPS data; anticipating a future position of the UAV in dependence upon the sequence of GPS data; identifying an obstacle in dependence upon the future position; selecting an obstacle avoidance algorithm; and piloting the UAV in accordance with the selected obstacle avoidance algorithm. *See* **Exhibit 1**.

36. Even if one or more steps recited in method claims 1-4 of the '232 patent are performed on a UAV not in the physical possession of the Defendants (*e.g.*, in the possession of resellers, end-users, etc.), the claimed methods are performed using the Defendants' devices and software. Defendant directly infringes as its devices and software dictate the performance of the claimed steps, such as the "piloting," "reading," "anticipating," "identifying," "selecting," and "piloting" steps recited in claim 1 of the '232 patent. Defendants' devices and software are designed and built by Defendants to perform the claimed steps automatically. Such devices and software pilot the UAV. On information and belief, only Defendants can modify the functionality relating to these activities; no one else can modify such functionality. For example, Defendants perform GPS-related method steps because they designed and provided GPS functionality in the accused products that performs such steps automatically, under Defendants' control and without interference from others. Only Defendants' actions are involved in performing these activities. Defendants therefore perform all of the claimed steps and directly infringe the asserted method claims of the '232 patent.

37. ***Additionally or alternatively***, to the extent third parties or end-users perform one or more steps of the methods recited in claims 1-4 of the '232 patent, any such action by third parties or end-users is attributable to Defendants, such that Defendants are liable for directly infringing such claims in a "joint infringement" situation. In this regard, Defendants condition participation in activities, as well as the receipt of benefits, upon performance of any such step by any such third party or end-user. Defendants also establish the manner and timing of that performance. All third-party and end-user involvement, if any, is incidental, ancillary, or contractual.

38. Defendants contractually condition others' use of accused products and related goods and services on performing the claimed methods in compliance with at least Defendants' technical instructions, guidelines, and requirements. Defendants exercise control over the methods performed by their UAV products, and exercise control over others' use of their UAV products. In return, Defendants receive benefits from others' use of their UAV products, including without limitation creating and receiving ongoing revenue streams from accused products and related goods and services. By way of further example, Defendants obtain valuable user data that is used for product improvement purposes and for data aggregation purposes. End-users receive a benefit from putting the invention into service and operating a drone for recreational and/or professional purposes. Serious enthusiasts and professionals alike obtain access to complex UAV technologies and services, which often form the basis for entire businesses.

39. Thus, to the extent that any step of the asserted method claims is performed by someone other than Defendants (*e.g.*, an end-user), Defendants nonetheless directly infringe the '232 patent at least by one or more of: (1) providing devices and software built and designed to

perform methods covered by the asserted method claims; (2) dictating via software and associated directions and instructions (*e.g.*, to end-users) the use of the accused products such that, when used as built and designed by Defendants, such products perform the claimed methods; (3) having the ability to terminate others' access to and use of the accused products and related goods and services if the accused products are not used in accordance with Defendants' required terms; (4) marketing and advertising the accused products, and otherwise instructing and directing, the use of the accused products in ways covered by the asserted method claims; and (5) updating and providing ongoing support and maintenance for the accused products if terms are met.

40. Defendants' terms of service, dictated by Defendants, demonstrates Defendants' direction and control over the claimed methods and over those who perform the claimed methods. For example, end-users (*e.g.*, DJI customers) cannot use DJI drones or related products or services (see discussion above) without accepting and following several sets of terms, conditions, policies, and guidelines dictated by DJI. The following excerpts are illustrative, but by no means exhaustive, of the contractual terms DJI requires of users in order to use the accused products:

- "You acknowledge and agree that, as provided in further detail in these terms: **The DJI GO App is licensed, not sold to you**, **and that you may use the Service only as set forth in these Terms**. . . You consent to the **collection and use of your personal data and information about your location**." DJI GO App Terms of Use, <https://content.djiservice.org/agreement/dji-go-tos.html> (emphasis added).

- **"**DJI GO App and Service Overview. **You may use the DJI GO App to control DJI Hardware—including certain models of DJI aircraft and gimbal product lines—in flight**." *Id.* (emphasis added).
- **"**Eligibility. **You must be at least 18 years of age to use the Service, including the DJI GO App.**" *Id.* (emphasis added).
- "Accounts and Registration. To access certain features of the Service available through the DJI GO App, **you must register for and sign in with a DJI account.**" *Id.* (emphasis added).
- **"Using the DJI GO App to Operate DJI Hardware**
    - 1. Your Obligations. You are responsible for obtaining and maintaining all hardware and other communications equipment (including DJI Hardware) needed to access or use the Services. **You agree that : (a) you will use each DJI Hardware only in conformity with the applicable DJI Hardware terms of use**, user manual, and safety guidelines . . . **You further agree to operate your DJI Hardware in conformity with the user's manual and Safety Guidelines provided by DJI** and to not remove, deface, or otherwise obstruct any regulatory or certification marks affixed to a DJI Hardware. " *Id.* (emphasis added)
    - "2. Flight Environment Data. **The DJI GO App may include features** that provide you with certain airspace and geographical data, including but not limited to the location of airports, restricted airspace, prohibited airspace, temporary flight restriction areas, power plants, stadiums and prisons, which are **sometimes referred to by DJI as geofencing information, No**

Fly Zones or the Geospatial Environment Online (GEO) system (collectively, "Flight Environment Data"). . . DJI is under no obligation to restrict you from flying your DJI Hardware in areas that pose safety or security concerns. In some instances, however, **DJI may limit or disable the operation of the DJI Hardware in locations that raise safety or security concerns and these locations may change with or without notice when DJI determines that a location raises a safety or security concern**." *Id.* (emphasis added).

- "6. Termination of Use; Discontinuation and Modification of the Service. **If you violate any provision of these Terms, your permission from us to use the Service, including the DJI GO App, will terminate automatically**. In addition, **DJI may in its sole discretion terminate your DJI account or suspend or terminate your access to the Service at any time for any reason or no reason, with or without notice**. We also reserve the right to modify or discontinue the Service or features of the Service at any time, temporarily or permanently, without notice to you." *Id.* (emphasis added).
- "9. Ownership; Proprietary Rights. **The Service is owned and operated by DJI.** The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service ("Materials") provided by DJI are protected by intellectual property and other laws. **All**

Materials contained in the Service are the property of DJI or our third-party licensors." *Id*. emphasis added).

41. On information and belief, Defendants enforce these terms.

42. Although the precise terms dictated by Defendants at times vary from product to product, they all provide Defendants with control over the end-users and, in particular, control over end-users' use of the accused products. Put simply, and for example, an end-user of Defendants' drones has no say in whether his or her drone avoids two-dimensional obstacles (*e.g.*, no-fly zones). Rather, Defendants are in complete control of this feature, which is covered by the '232 patent.

Defendants' Direct Infringement of the System and Computer Program Product Claims:

43. Defendants make, use, sell, offer to sell, and/or import the systems recited in claims 7-10 and the computer program products recited in claims 13-16. Such claims are infringed when an accused system or product, having every element of the claimed system or product, is made, used, sold, offered for sale, or imported within the United States. Defendants make, use, sell, offer to sell, and/or import the accused products (or cause such acts to be performed on its behalf), which possess every element recited in claims 7-10 and 13-16, as set forth in more detail in the attached claim chart. *See* **Exhibit 1**. Defendants therefore directly infringe the system and computer program product claims of the '232 patent.

44. ***Additionally or alternatively***, regarding any "use" of the accused products "by customers," which is a subset of the direct infringement of system claims set forth herein, Defendants directly infringe in such situations, as they put the accused products and services into service and, at the same time, control the system as a whole and obtain benefit from it.

Defendants provide all components in the system and control all aspects of its functionality. Although customers may have physical control over certain aspects of the accused products (*e.g.*, an end-user who purchased a drone), Defendants retain control over how the accused product operates (*e.g.*, by having built and designed their UAVs to navigate in a particular, non-modifiable manner). The nature and extent of Defendants' control over the system, and the benefits realized, was discussed above in connection with the asserted method claims. Such discussion is incorporated herein by reference. Defendants collect valuable personal data, including navigational data, through its control of this system.

45. ***In the alternative***, if the end-user is deemed to put the invention into service and controls the system as a whole, the end-user benefits from each element of the claim because Defendants' devices and software are designed and built by Defendants to perform the claimed steps automatically. End-users receive a benefit from putting the invention into service and operating a drone for recreational and/or professional purposes. Serious enthusiasts and professionals alike obtain access to complex UAV technologies and services, which often form the basis for entire businesses. In such a case, DJI would be liable as an inducing infringer as described below.

Induced Infringement:

46. Defendants have induced and will continue to induce others' infringement of claims 1-4, 7-10, and 13-16 of the '232 patent, in violation of 35 U.S.C. § 271(b). Defendants have actively encouraged infringement of the '232 patent, knowing that the acts they induced constituted infringement of the '232 patent, and their encouraging acts actually resulted in direct patent infringement by others.

47. As discussed above, Defendants had actual and constructive knowledge of the '232 patent, as well as actual and constructive knowledge of the relevance and significance of the '232 patent to their research and development, as well as their product offerings, no later than June 19, 2014 and certainly no later than October 16, 2017. Defendants were no doubt aware of the '232 patent at the time the Original Complaint in this matter was filed.

48. To the extent Defendants do not specify and control the navigation of the accused products in the claimed manner (which they do), Defendants—with full knowledge of the '232 patent and its relevance to their product offerings—actively encourage others (*e.g.*, end-users such as recreational and professional end-users)—to use the accused products as claimed. Such active encouragement by Defendants takes many forms, and includes promotional and instructional materials, as well as technical specifications and requirements enforced upon users. Defendants encourage others (*e.g.*, end-users) to navigate UAVs as claimed, *e.g.*, obstacle avoidance. Indeed, as explained throughout this Complaint, Defendants actually require others (*e.g.*, end-users) to navigate UAVs to avoid obstacles using the obstacle avoidance techniques set forth in the asserted method claims and the obstacle avoidance systems and computer program products recited in the remaining asserted claims. Defendants dictate the manner of operation for DJI drone systems and products such that, when an end-user uses DJI-supplied software (*e.g.*, the DJI GO 4 App or DJI GS Pro App, etc.), whether installed on the end-user's personal device or DJI-supplied controller, in order to use the DJI drone as designed and required, each component and step of the asserted methods, systems, and products is included or performed as encouraged, if not dictated, by DJI.

49. Defendants also provide mission planning and control applications for mobile computing devices, such as smartphones, laptops, and tablets, which allow end-users to use the infringing features of the products. Such applications include, but are not limited to the DJI GO App, DJI GO 4 App, and DJI GS Pro App, which allow users to control the gimbal, camera, navigation, and other aircraft functions of the infringing UAV products, thereby inducing infringement of at least claims 1-4, 7-10, and 13-16 of the '232 patent.

50. 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, or otherwise exercised willful blindness of a high probability that they have induced infringement.

Contributory Infringement:

51. Defendants have contributed and will continue to contribute to others' infringement of claims 1-4, 7-10, and 13-16 of the '232 patent, in violation of 35 U.S.C. § 271(c). Defendants have offered to sell and sold within the United States, or imported into the United States, at least some of the components of the claimed systems and computer program products, constituting a material part of the patented system and computer program products, knowing the same to be especially made or especially adapted for use in infringing the '232 patent, and not a staple article or commodity of commerce for substantial non-infringing use. Defendants have also offered to sell and sold within the United States, or imported into the United States, material or apparatus for use in practicing the patented navigational methods, constituting a material part of the patented methods, knowing the same to be especially made or especially adapted for use in infringing the '232

patent, and not a staple article or commodity of commerce for substantial non-infringing use.

52. As discussed above, Defendants had actual and constructive knowledge of the '232 patent, as well as actual and constructive knowledge of the relevance and significance of the '232 patent to their research and development, as well as their product offerings, no later than June 19, 2014 and certainly no later than October 16, 2017. Defendants were no doubt aware of the '232 patent at the time the Original Complaint in this matter was filed.

53. To the extent Defendants do not specify and control the navigation of the accused products in the claimed manner (which they do), Defendants supply accused products to others (*e.g.*, end-users) that perform the claimed navigational methods and/or that, when combined with other components, constitute the claimed navigational systems and computer program products. The accused products constitute drone devices and services, constitute a material part of the claimed inventions, if not the claimed inventions themselves. Defendants dictate and control the navigational componentry and techniques in the accused products, with full knowledge of the '232 patent and its relevance to their research development, as well as their product offerings, and know the same to be especially made and especially adapted for the infringement of the '232 patent.

54. On information and belief, Defendants knew that the accused products contained or utilized control programs implementing "Obstacle Avoidance Algorithms" that aid users of Defendants' products, as the products autonomously avoid obstacles through GPS-based avoidance techniques of two-dimensional geographic areas (*e.g.*, no fly zones or restricted zones) or three-dimensional physical objects. Such obstacle avoidance algorithms, stored both on-board Defendants' UAVs and within Defendants' applications, such as the DJI GO

4 Application and the DJI GS Pro Application, are especially made or especially adapted for use in infringement of at least claims 1-4, 7-10, and 13-16 of the '232 patent and have no substantially non-infringing uses in these drone and drone-related products.

55. On information and belief, the portions of Defendants' products that allows navigation of the Defendants' products in accordance with a selected obstacle avoidance algorithm, including DJI 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.

Willful Infringement:

56. As set forth above, Defendants had actual and constructive knowledge of the '232 patent, as well as actual and constructive knowledge of the relevance and significance of the '232 patent to their research and development, as well as their product offerings, no later than June 19, 2014 and certainly no later than October 16, 2017. Defendants' infringement, as demonstrated in the attached claim chart(s), is egregious, and combined with Defendants' clear knowledge, has been willful. Defendants respectfully request that the Court award enhanced damages based on Defendants' conduct.

Damage to Daedalus Blue:

57. On information and belief, Defendants' actions have and will continue to constitute direct and indirect (induced and contributory) infringement of at least claims 1-4, 7-10, and 13-16 of the '232 patent in violation of 35 U.S.C. §271.

58. As a result of Defendants' infringement of at least claims 1-4, 7-10, and 13-16 of the '232 patent, Daedalus Blue has suffered monetary damages in an amount yet to be determined,

in no event less than a reasonable royalty, and will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

59. Defendants' wrongful acts have damaged and will continue to damage Daedalus Blue irreparably, and Plaintiff has no adequate remedy at law for those wrongs and injuries. In addition to its actual damages, Plaintiff Daedalus Blue is entitled to a permanent injunction restraining and enjoining Defendants and their respective agents, servants, and employees, and all person acting thereunder, in concert with, or on its behalf, from infringing at least claims 1-4, 7-10, and 13-16 of the '232 patent.

COUNT II
INFRINGEMENT OF THE '913 PATENT

60. Plaintiff Daedalus Blue repeats and realleges the above paragraphs, which are incorporated by reference as if fully restated herein.

61. Plaintiff Daedalus Blue is the owner by assignment of all right, title, and interest in the '913 patent, including all right to recover for any and all infringement thereof.

62. Defendants are not licensed or otherwise authorized to practice the '913 patent.

63. Plaintiff Daedalus Blue has not licensed nor otherwise authorized Defendants under the '913 patent. Non-party Daedalus Group, a prior assignee of the '913 patent, has not licensed nor otherwise authorized Defendants under the '913 patent. On information and belief, non-party IBM, the original assignee of the '913 patent, has not licensed nor otherwise authorized Defendants under the '913 patent.

64. The '913 patent is valid and enforceable. In this regard, the '913 patent is presumed valid under 35 U.S.C. §282.

65. The '913 patent relates to, among other things, methods, systems, and products for navigating a UAV using a socket for downlink and uplink data exchange.

66. On information and belief, Defendants manufacture and market DJI branded products. **Exhibit C**.

67. On information and belief, Defendants distribute, sell, and market such DJI branded products, as well as remote controls, flight planning and control applications, parts, and accessories for such DJI branded products. **Exhibit D** (providing representative products).

68. The '913 patent is well-known in the UAV industry. It has been cited in at least 54 patents and patent applications, including patents and patent applications filed by industry leaders, such as Boeing and Honeywell.

69. On information and belief, Defendants have been aware of the '913 patent since at least January 12, 2016. According to the records of the U.S. Patent and Trademark Office, on or about January 12, 2016, Defendant SZ DJI Technology Co., Ltd., cited the '913 patent to the U.S. Patent and Trademark Office in connection with the prosecution of U.S. Patent Application 14/828,325, entitled "Systems and Methods for UAV Docking." Specifically, Defendant SZ DJI Technology Co., Ltd. filed an "Information Disclosure Statement by Applicant" listing the '913 patent as the second cited document, for consideration by the U.S. Patent and Trademark Office. The inventor named on U.S. Patent Application 14/828,325 is Mingyu Wang. On information and belief, Mr. Mingyu Wang publicly identifies himself as DJI's Vice President of Research & Development. Accordingly, on information and belief, a senior DJI officer was aware of the '913 patent no later than January 12, 2016, and their knowledge is attributable to Defendants. U.S. Patent Application 14/828,325 later issued as U.S. Patent No. 9,302,783.

70. In addition, the '913 patent was cited in at least the following additional DJI patents, which again name as the inventor, Mr. Mingyu Wang, who publicly identifies himself as DJI's Vice President of Research & Development, and which further demonstrates Defendants' knowledge of the '913 patent:

Number	**Title**
US 9,457,915	Systems and methods for UAV docking
US 10,059,467	Systems and methods for UAV docking

71. Moreover, on information and belief, Defendants engaged in licensing discussions regarding the '913 patent with IBM, the original owner of the '913 patent. On further information and belief, such discussions occurred no later than October 16, 2017, and likely occurred earlier.

72. Therefore, Defendants had actual and constructive knowledge of the '913 patent, as well as actual and constructive knowledge of the relevance and significance of the '913 patent to their research and development, as well as their product offerings, no later than January 12, 2016 and certainly no later than October 16, 2017.

Defendants' Direct Infringement of the '913 Patent:

73. On information and belief, in violation of 35 U.S.C. § 271(a), Defendants have directly infringed, continue to directly infringe, and will continue to directly infringe absent the Court's intervention one or more claims of the '913 patent, including for example (but not limited to) least method claims 8, 10-12, and 14, system claims 23, 25-27, and 29, and computer program product claims 38, 40-42, and 44 of the '913 patent, either literally or under the doctrine of equivalents, by making, using, selling, and/or offering to sell within the United States, or importing into the United States, without license or authority,

Defendants' suite of infringing drone and drone-related products, including, but not limited to, at least DJI products that correspond to DJI branded model lines including, *inter alia*:

DJI Drones

- The Matrice Series: Matrice 100, Matrice 200, Matrice 200 V2, Matrice 210, Matrice 210 V2, Matrice 210 RTK, Matrice 210 RTK V2, Matrice 600, Matrice 600 Pro;
- The Inspire Series: Inspire 1, Inspire 1 Pro/Raw, Inspire 2, Inspire 2 Professional, Inspire 2 Premium, Inspire 2 Cinema Premium;
- The Mavic Series: Mavic Pro, Mavic Pro Platinum, Mavic 2, Mavic 2 Pro, Mavic 2 Zoom, Mavic Air, Mavic Air 2, Mavic Mini, Mavic 2 Enterprise, Mavic 2 Enterprise Dual;
- The Phantom Series: Phantom 4, Phantom 4 Pro/Pro+, Phantom 4 Advanced, Phantom 4 Pro/Pro+ V2.0, Phantom 4 RTK, Phantom 3, Phantom 3 4K, Phantom 3 Advanced, Phantom 3 Professional;
- The P4 Multispectral; and
- The Spark.

DJI Flight Control Components

- DJI GO application, with compatible controllers;
- DJI GO 4 application, with compatible controllers;
- DJI GS Pro application, with compatible controllers; and
- DJI FlightHub application, with compatible controllers.

See **Exhibit E** (depicting representative specifications, instruction manuals, and downloads of products for all Defendants' UAVs and Defendants' Flight Control Components).

Direct Infringement Claim Chart:

74. On information and belief, the DJI Mavic Series, Matrice Series, Phantom Series, Spark, P4 Multispectral, and Inspire Series contain substantially similar componentry and functionality at least insofar as the claimed inventions are concerned. **Exhibit 2** illustrates how these DJI drone and drone-related products perform the claimed methods, and also how they constitute the claimed systems and computer program products. Such infringement of the '913 patent by these DJI drones and drone-related products is exemplified in **Exhibit 2** using the Phantom 4 Series UAV (including the Phantom 4 Pro). However, a person of ordinary skill in the art would readily recognize the broader implications of these representative materials.

Defendants' Direct Infringement of the Method Claims:

75. Defendants perform the method claims 8, 10-12, and 14 of the '913 patent. Infringement of a method claim requires performing every step of the claimed method. Defendants perform every step of the methods recited in claims 8, 10-12, and 14. As set forth in **Exhibit 2**, Defendants perform, for example, the method recited in claim 8, *i.e.*, a method of navigating an Unmanned Aerial Vehicle (UAV), the method comprising receiving in a remote control device a user's selection of a GUI map pixel that represents a waypoint for UAV navigation, the pixel having a location on the GUI; mapping the pixel's location on the GUI to Earth coordinates of the waypoint; transmitting uplink telemetry, including the coordinates of the waypoint, to the UAV through a socket on the remote control device; receiving downlink telemetry, include a starting position from a GPS receiver, from the UAV through the socket; and piloting the UAV, under control of a navigation computer on

the UAV, from the starting position to the waypoint in accordance with a navigation algorithm. *See* **Exhibit 2**.

76. Even if one or more steps recited in method claims 8, 10-12, and 14 of the '913 patent are performed on a UAV not in the physical possession of the Defendants (*e.g.*, in the possession of resellers, end-users, etc.), the claimed methods are performed using the Defendants' devices and software. Defendant directly infringes as its devices and software dictate the performance of the claimed steps, such as the "receiving," "mapping," "transmitting," "receiving," and "piloting" steps recited in claim 8 of the '913 patent. Defendants' devices and software are designed and built by Defendants to perform the claimed steps automatically. Such devices and software pilot the UAV. On information and belief, only Defendants can modify the functionality relating to these activities; no one else can modify such functionality. For example, Defendants perform GPS-related method steps because they designed and provided GPS functionality in the accused products that performs such steps automatically, under Defendants' control and without interference from others. Only Defendants' actions are involved in performing these activities. Defendants therefore perform all of the claimed steps and directly infringe the asserted method claims of the '913 patent.

77. ***Additionally or alternatively***, to the extent third parties or end-users perform one or more steps of the methods recited in claims 8, 10-12, and 14 of the '913 patent, any such action by third parties or end-users is attributable to Defendants, such that Defendants are liable for directly infringing such claims in a "joint infringement" situation. In this regard, Defendants condition participation in activities, as well as the receipt of benefits, upon performance of any such step by any such third party or end-user. Defendants also establish

the manner and timing of that performance. All third-party and end-user involvement, if any, is incidental, ancillary, or contractual.

78. Defendants contractually condition others' use of accused products and related goods and services on performing the claimed methods in compliance with at least Defendants' technical instructions, guidelines, and requirements. Defendants exercise control over the methods performed by their UAV products, and exercise control over others' use of their UAV products. In return, Defendants receive benefits from others' use of their UAV products, including without limitation creating and receiving ongoing revenue streams from accused products and related goods and services. By way of further example, Defendants obtain valuable user data that is used for product improvement purposes and for data aggregation purposes. End-users receive a benefit from putting the invention into service and operating a drone for recreational and/or professional purposes. Serious enthusiasts and professionals alike obtain access to complex UAV technologies and services, which often form the basis for entire businesses.

79. Thus, to the extent that any step of the asserted method claims is performed by someone other than Defendants (*e.g.*, an end-user), Defendants nonetheless directly infringe the '913 patent at least by one or more of: (1) providing devices and software built and designed to perform methods covered by the asserted method claims; (2) dictating via software and associated directions and instructions (*e.g.*, to end-users) the use of the accused products such that, when used as built and designed by Defendants, such products perform the claimed methods; (3) having the ability to terminate others' access to and use of the accused products and related goods and services if the accused products are not used in accordance with Defendants' required terms; (4) marketing and advertising the accused products, and

otherwise instructing and directing, the use of the accused products in ways covered by the asserted method claims; and (5) updating and providing ongoing support and maintenance for the accused products if terms are met.

80. Defendants' terms of service, dictated by Defendants, demonstrates Defendants' direction and control over the claimed methods and over those who perform the claimed methods. For example, end-users (*e.g.*, DJI customers) cannot use DJI drones or related products or services (see discussion above) without accepting and following several sets of terms, conditions, policies, and guidelines dictated by DJI. The following excerpts are illustrative, but by no means exhaustive, of the contractual terms DJI requires of users in order to use the accused products:

- **"**You acknowledge and agree that, as provided in further detail in these terms: **The DJI GO App is licensed, not sold to you**, **and that you may use the Service only as set forth in these Terms**. . . You consent to the **collection and use of your personal data and information about your location**." DJI GO App Terms of Use, <https://content.djiservice.org/agreement/dji-go-tos.html> (emphasis added).
- **"**DJI GO App and Service Overview. **You may use the DJI GO App to control DJI Hardware—including certain models of DJI aircraft and gimbal product lines—in flight**." *Id.* (emphasis added).
- **"**Eligibility. **You must be at least 18 years of age to use the Service, including the DJI GO App.**" *Id.* (emphasis added).
- "Accounts and Registration. To access certain features of the Service available through the DJI GO App, **you must register for and sign in with a DJI account.**" *Id.* (emphasis added).

- **"Using the DJI GO App to Operate DJI Hardware**
    - 1. Your Obligations. You are responsible for obtaining and maintaining all hardware and other communications equipment (including DJI Hardware) needed to access or use the Services. **You agree that : (a) you will use each DJI Hardware only in conformity with the applicable DJI Hardware terms of use**, user manual, and safety guidelines . . . **You further agree to operate your DJI Hardware in conformity with the user's manual and Safety Guidelines provided by DJI** and to not remove, deface, or otherwise obstruct any regulatory or certification marks affixed to a DJI Hardware. " *Id.* (emphasis added)
    - "6. Termination of Use; Discontinuation and Modification of the Service. **If you violate any provision of these Terms, your permission from us to use the Service, including the DJI GO App, will terminate automatically**. In addition, **DJI may in its sole discretion terminate your DJI account or suspend or terminate your access to the Service at any time for any reason or no reason, with or without notice**. We also reserve the right to modify or discontinue the Service or features of the Service at any time, temporarily or permanently, without notice to you." *Id.* (emphasis added).
    - "9. Ownership; Proprietary Rights. **The Service is owned and operated by DJI.** The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service ("Materials")

provided by DJI are protected by intellectual property and other laws. **All Materials contained in the Service are the property of DJI or our third-party licensors.**" (emphasis added).

81. On information and belief, Defendants enforce these terms.

82. Although the precise terms dictated by Defendants at times vary from product to product, they all provide Defendants with control over the end-users and, in particular, control over end-users' use of the accused products. Put simply, and for example, an end-user of Defendants' drones has no say in whether his or her drone navigates using a socket for downlink and uplink data exchange. Rather, Defendants are in complete control of this feature, which is covered by the '913 patent.

Defendants' Direct Infringement of the System and Computer Program Product Claims:

83. Defendants make, use, sell, offer to sell, and/or import the systems recited in claims 23, 25-27, and 29 and the computer program products recited in claims 38, 40-42, and 44. Such claims are infringed when an accused system or product, having every element of the claimed system or product, is made, used, sold, offered for sale, or imported within the United States. Defendants make, use, sell, offer to sell, and/or import the accused products (or cause such acts to be performed on its behalf), which possess every element recited in claims 23, 25-27, 29, 38, 40-42, and 44, as set forth in more detail in the attached claim chart. *See* **Exhibit 2**. Defendants therefore directly infringe the system and computer program product claims of the '913 patent.

84. ***Additionally or alternatively***, regarding any "use" of the accused products "by customers," which is a subset of the direct infringement of system claims set forth herein, Defendants directly infringe in such situations, as they put the accused products and services into

service and, at the same time, control the system as a whole and obtain benefit from it. Defendants provide all components in the system and control all aspects of its functionality. Although customers may have physical control over certain aspects of the accused products (*e.g.*, an end-user who purchased a drone), Defendants retain control over how the accused product operates (*e.g.*, by having built and designed their UAVs to navigate in a particular, non-modifiable manner). The nature and extent of Defendants' control over the system was discussed above in connection with the asserted method claims. Such discussion is incorporated herein by reference. Defendants collect valuable personal data, including navigational data, through its control of this system.

85. ***In the alternative***, if the end-user is deemed to put the invention into service and controls the system as a whole, the end-user benefits from each element of the claim because Defendants' devices and software are designed and built by Defendants to perform the claimed steps automatically. End-users receive a benefit from putting the invention into service and operating a drone for recreational and/or professional purposes. Serious enthusiasts and professionals alike obtain access to complex UAV technologies and services, which often form the basis for entire businesses. In such a case, DJI would be liable as an inducing infringer as described below.

Induced Infringement:

86. Defendants have induced and will continue to induce others' infringement of claims 8, 10-12, 14, 23, 25-27, 29, 38, 40-42, and 44 of the '913 patent, in violation of 35 U.S.C. § 271(b). Defendants have actively encouraged infringement of the '913 patent, knowing that the acts they induced constituted infringement of the '913 patent, and their encouraging acts actually resulted in direct patent infringement by others.

87. As discussed above, Defendants had actual and constructive knowledge of the '913 patent, as well as actual and constructive knowledge of the relevance and significance of the '913 patent to their research and development, as well as their product offerings, no later than January 12, 2016 and certainly no later than October 16, 2017. Defendants were no doubt aware of the '913 patent at the time the Original Complaint in this matter was filed.

88. To the extent Defendants do not specify and control the navigation of the accused products in the claimed manner (which they do), Defendants—with full knowledge of the '913 patent and its relevance to their product offerings—actively encourage others (*e.g.*, end-users such as recreational and professional end-users)—to use the accused products as claimed. Such active encouragement by Defendants takes many forms, and includes promotional and instructional materials, as well as technical specifications and requirements enforced upon users. Defendants encourage others (*e.g.*, end-users) to navigate UAVs as claimed, employing the uplink and downlink data exchange. Defendants dictate the manner of operation for DJI drone systems and products such that, when an end-user uses DJI-supplied software (*e.g.*, the DJI GO 4 App or DJI GS Pro App, etc.), whether installed on the end-user's personal device or DJI-supplied controller, in order to use the DJI drone as designed and required, each component and step of the asserted methods, systems, and products is included or performed as encouraged, if not dictated, by DJI.

89. Defendants also provide mission planning and control applications for mobile computing devices, such as smartphones, laptops, and tablets, which allow end-users to use the infringing features of the products. Such applications include, but are not limited to the DJI GO App, DJI GO 4 App, and DJI GS Pro App, which allow users to control the gimbal, camera, navigation, and other aircraft functions of the infringing UAV products, thereby

inducing infringement of at least claims 8, 10-12, 14, 23, 25-27, 29, 38, 40-42, and 44 of the '913 patent.

90. 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, or otherwise exercised willful blindness of a high probability that they have induced infringement.

Contributory Infringement:

91. Defendants have contributed and will continue to contribute to others' infringement of claims 8, 10-12, 14, 23, 25-27, 29, 38, 40-42, and 44 of the '913 patent, in violation of 35 U.S.C. § 271(c). Defendants have offered to sell and sold within the United States, or imported into the United States, at least some of the components of the claimed systems and computer program products, constituting a material part of the patented system and computer program products, knowing the same to be especially made or especially adapted for use in infringing the '913 patent, and not a staple article or commodity of commerce for substantial non-infringing use. Defendants have also offered to sell and sold within the United States, or imported into the United States, material or apparatus for use in practicing the patented navigational methods, constituting a material part of the patented methods, knowing the same to be especially made or especially adapted for use in infringing the '913 patent, and not a staple article or commodity of commerce for substantial non-infringing use.

92. As discussed above, Defendants had actual and constructive knowledge of the '913 patent, as well as actual and constructive knowledge of the relevance and significance of the '913 patent to their research and development, as well as their product offerings, no later than

January 12, 2016 and certainly no later than October 16, 2017. Defendants were no doubt aware of the '913 patent at the time the Original Complaint in this matter was filed.

93. To the extent Defendants do not specify and control the navigation of the accused products in the claimed manner (which they do), Defendants supply accused products to others (*e.g.*, end-users) that perform the claimed navigational methods and/or that, when combined with other components, constitute the claimed navigational systems and computer program products. The accused products constitute drone devices and services, constitute a material part of the claimed inventions, if not the claimed inventions themselves. Defendants dictate and control the navigational componentry and techniques in the accused products, with full knowledge of the '913 patent and its relevance to their research development, as well as their product offerings, and know the same to be especially made and especially adapted for the infringement of the '913 patent.

94. On information and belief, Defendants knew that the accused products contained or utilized control programs implementing "Navigational Algorithms" that aid users of Defendants' products as the product autonomously navigates using uplink and downlink data exchange, including GPS information. Such navigation algorithms, stored both on-board Defendants' UAVs and with Defendants' applications, such as the DJI GO 4 Application and the DJI GS Pro Application, are especially made or especially adapted for use in infringement of at least claims 8, 10-12, 14, 23, 25-27, 29, 38, 40-42, and 44 of the '913 patent and have no substantially non-infringing uses in these drone and drone-related products.

95. On information and belief, the portions of Defendants' products that allows navigation of the Defendants' products in accordance with a navigation algorithm, including DJI 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.

Willful Infringement:

96. As set forth above, Defendants had actual and constructive knowledge of the '913 patent, as well as actual and constructive knowledge of the relevance and significance of the '913 patent to their research and development, as well as their product offerings, no later than January 12, 2016 and certainly no later than October 16, 2017. Defendants' infringement, as demonstrated in the attached claim chart(s), is egregious, and combined with Defendants' clear knowledge, has been willful. Defendants respectfully request that the Court award enhanced damages based on Defendants' conduct.

Damage to Daedalus Blue:

97. On information and belief, Defendants' actions have and will continue to constitute direct and indirect (induced and contributory) infringement of at least claims 8, 10-12, 14, 23, 25-27, 29, 38, 40-42, and 44 of the '913 patent in violation of 35 U.S.C. §271.

98. As a result of Defendants' infringement of at least claims 8, 10-12, 14, 23, 25-27, 29, 38, 40-42, and 44 of the '913 patent, Daedalus Blue has suffered monetary damages in an amount yet to be determined, in no event less than a reasonable royalty, and will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

99. Defendants' wrongful acts have damaged and will continue to damage Daedalus Blue irreparably, and Plaintiff has no adequate remedy at law for those wrongs and injuries. In addition to its actual damages, Plaintiff Daedalus Blue is entitled to a permanent injunction restraining and enjoining Defendants and their respective agents, servants, and employees,

and all person acting thereunder, in concert with, or on its behalf, from infringing at least claims 8, 10-12, 14, 23, 25-27, 29, 38, 40-42, and 44 of the '913 patent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Daedalus Blue respectfully requests that this Court enter:

A. A judgment in favor of Plaintiff Daedalus Blue that Defendants have been and are infringing at least claims 1-4, 7-10, and 13-16 of the '232 patent and claims 8, 10-12, 14, 23, 25-27, 29, 38, 40-42, and 44 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 1-4, 7-10, and 13-16 of the '232 patent and claims 8, 10-12, 14, 23, 25-27, 29, 38, 40-42, and 44 of the '913 patent;

C. A judgment awarding Plaintiff Daedalus Blue all damages adequate to compensate it for Defendants' infringement of the Daedalus Blue 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, and including all past damages prior to filing this Complaint in accordance with 35 U.S.C. § 286, as a result of Defendants' infringement of at least claims 1-4, 7-10, and 13-16 of the '232 patent and claims 8, 10-12, 14, 23, 25-27, 29, 38, 40-42, and 44 of the '913 patent;

D. An award of enhanced damages as a result of SZ DJI Technology Co., Ltd.'s and DJI Europe B.V.'s willful infringement of at least claims 1-4, 7-10, and 13-16 of the '232

patent and claims 8, 10-12, 14, 23, 25-27, 29, 38, 40-42, and 44 of the '913 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 Daedalus Blue hereby demands a trial by jury on all issues so triable.

Dated: June 29, 2020

Respectfully submitted,

By: */s/ Erick Robinson*

Erick Robinson (TX Bar No. 24039142)
Dunlap Bennett & Ludwig PLLC
7215 Bosque Blvd
Waco, TX 76710
Telephone: (254) 870-7302
Fax: (713) 583-9737
erobinson@dbllawyers.com

Charles E. Cantine (admitted *pro hac vice*)
Dunlap Bennett & Ludwig PLLC
349 5th Avenue
New York, NY 10016
Telephone: (917) 768-0613
Fax: (703) 777-3656
ccantine@dbllawyers.com

Attorneys for Daedalus Blue, LLC

CERTIFICATE OF SERVICE

I hereby certify that on June 29, 2020, the foregoing was filed electronically in compliance with Local Rule CV-5(b)(1) and served via the Court's electronic filing system on all counsel who have consented to electronic service as of this 29th day of June, 2020.

/s/ Erick Robinson
Erick Robinson
Waco, TX 76710