



process via its registered agents, including Corporation Service Company, 300 Deschutes Way SW Ste 208 MC-CSC1, Tumwater, WA, 98501 and Corporation Service Company, 251 Little Falls Dr., Wilmington, DE 19808. Amazon.com is a publicly traded company on the Nasdaq Global Select Market under the symbol “AMZN.”

3. On information and belief, Defendant Amazon.com Services LLC (formerly “Amazon.com Services, Inc.” and referred to herein as “Amazon Services”) is a limited liability company organized under the laws of the state of Delaware, with its principal place of business at 410 Terry Avenue North, Seattle, Washington 98109. *See also Vocalife, LLC v. Amazon.com, Inc. and Amazon.com, LLC*, Case No. 2:19-cv-00123-JRG, Dkt. 14 at ¶ 3 (E.D. Tex. July 2, 2019) (Amazon admitting that Amazon.com LLC merged into Amazon.com Services, Inc., the predecessor of Defendant Amazon Services). Amazon Services is a wholly owned subsidiary of Amazon.com. Amazon Services is registered to do business in the state of Texas and may be served with process via its registered agent in Texas: Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company at 211 7<sup>th</sup> Street, Suite 620, Austin TX 78701-3218. Amazon Services may also be served via its Delaware registered agent: Corporation Service Company, 251 Little Falls Dr., Wilmington, DE 19808.

4. On information and belief, Defendant Ring LLC (“Ring”) is a limited liability company organized under the laws of the state of Delaware, with its principal place of business at 410 Terry Avenue North, Seattle, Washington 98109. Ring is a wholly owned subsidiary of Defendant Amazon.com. Ring may be served with process via its registered agent in Delaware: Corporation Service Company, 251 Little Falls Dr., Wilmington, DE 19808.

5. On information and belief, Ring manufactures and sells home security products, including its home security Ring-branded products and related services. In 2018, Amazon purchased Ring for more than \$1 billion.

6. On information and belief, Defendant eero LLC (capitalization intentional, referred to herein as “eero”) is a limited liability company organized under the laws of the state of Delaware, with its principal place of business at 410 Terry Avenue North, Seattle, Washington 98109. eero is a wholly owned subsidiary of Defendant Amazon.com. The company eero may be served with process via its registered agent in Delaware: Corporation Service Company, 251 Little Falls Dr., Wilmington, DE 19808.

7. On information and belief, eero manufactures and sells a line of eero-branded mesh wireless routers. In 2019, Amazon acquired eero for \$97 million.

8. On information and belief, Defendant Immedia Semiconductor LLC (also known as and referred to herein as “Blink”) is a limited liability company organized under the laws of the state of Delaware, with its principal place of business at 410 Terry Avenue North, Seattle, Washington, 98109. Blink is a wholly owned subsidiary of Amazon.com Services LLC, and Defendant Amazon.com is the ultimate parent of Blink. Blink is registered to do business in Texas and may be served with process via its registered agent in Delaware: Corporation Service Company, 251 Little Falls Dr., Wilmington, DE 19808.

9. On information and belief, Blink manufactures and sells Blink-branded security cameras. In 2017, Amazon acquired Blink for around \$90 million.

10. Via online and physical stores, Amazon sells “hundreds of millions of unique products” by Amazon and third parties “across dozens of product categories.” 2020 Annual Report,

AMAZON.COM, INC., at p. 3,

[https://s2.q4cdn.com/299287126/files/doc\\_financials/2021/ar/Amazon-2020-Annual-Report.pdf](https://s2.q4cdn.com/299287126/files/doc_financials/2021/ar/Amazon-2020-Annual-Report.pdf) (last visited May 21, 2021). Amazon also manufactures and sells “electronic devices, including Kindle, Fire tablet, Fire TV, Echo, Ring, and other devices.” *Id.* Amazon offers delivery services for its products purchased on-line, including delivery of its electronic devices to customers for a delivery fee or via its subscription delivery services, i.e., Amazon Prime. *See More of what you love, delivered in more ways.*, AMAZON.COM, <https://www.amazon.com/b?ie=UTF8&node=15247183011> (last visited May 24, 2021).

11. Among these electronic devices, Amazon makes and sells smart home devices which communicate with each other over a variety of network protocols. For instance, Amazon’s Echo-branded products include smart speakers, smart displays, and smart streaming devices that when coupled with voice-controls, such as Amazon’s Alexa application, allow customers to control, via at least Wi-Fi and ZigBee communication protocols, other Amazon and third-party smart home devices, including smart plugs, cameras, lights, and appliances. *See Devices & Services*, AMAZON.COM, INC., <https://www.aboutamazon.com/what-we-do/devices-services> (last visited May 21, 2021). Ring-branded devices of Amazon include video doorbells, alarm systems, and smart lighting. *See id.* Ring’s alarm systems utilize the Wi-Fi, Z-Wave, and ZigBee communication protocols to control and monitor security sensors, such as keypads, contact sensors, motion detectors, range extenders, flood and freeze sensors, smoke and CO listeners, and panic buttons. Blink-branded products of Amazon utilize Wi-Fi protocols (i.e., 802.11) to provide battery-powered wireless home security cameras and video monitoring, bringing “a watchful eye and one-click connection” to customers’ homes. *See id.* eero-branded products of Amazon provide home Wi-Fi systems that “blanket[] customers’ homes in fast, reliable Wi-Fi.” *See id.* As an added feature, eero products are configured as a ZigBee smart home hub “eliminating the need for additional ZigBee

hubs around the home.” *See FAQ*, EERO, AN AMAZON COMPANY, <https://eero.com/shop/eero-pro-6> (scroll from top of page down to FAQ section) (last visited May 21, 2021).

12. On information and belief, Defendants, on their own and/or via subsidiaries and affiliates, maintain a corporate and commercial presence in the United States, including in Texas and this District, via at least its 1) online presence (e.g., amazon.com and woot.com) that solicits sales of its products and services; 2) its physical stores, including Amazon’s 4-star stores and Whole Foods grocery store locations; 3) Amazon’s retail distribution and sales of its products, including sales of its Amazon Echo, Ring, Blink, and eero products in third-party retail stores located and targeting customers in this District; 4) Amazon’s home delivery of products to customers in this District; 5) Amazon’s self-service package delivery service (referred to as “Amazon Locker”) operating in this District; 6) Amazon’s corporate and administrative offices; 7) Amazon’s distribution facilities; and 8) Amazon’s employment of thousands of residents of the state of Texas, who work in and/or commute to work from this District. For example, Defendants, on their own and/or via subsidiaries and affiliates, maintain a fulfillment facility in this district located at 15201 Heritage Parkway, Fort Worth, TX 76177, among other properties identified herein. Thus, Amazon does business in the U.S., the state of Texas, and in the Eastern District of Texas.

### **JURISDICTION AND VENUE**

13. This action arises under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others.

14. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

**A. Defendant Amazon.com**

15. On information and belief, Defendant Amazon.com is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to its substantial business in this State and this District, including: (A) at least part of its infringing activities alleged herein which purposefully avail the Defendant of the privilege of conducting those activities in this state and this District and, thus, submits itself to the jurisdiction of this court; and (B) regularly doing or soliciting business, engaging in other persistent conduct targeting residents of Texas and this District, and/or deriving substantial revenue from infringing goods offered for sale, sold, and imported and services provided to and targeting Texas residents and residents of this District vicariously through and/or in concert with its alter egos, intermediaries, agents, distributors, importers, customers, subsidiaries, affiliates, and/or consumers.

16. For example, Amazon.com owns and/or controls multiple subsidiaries and affiliates, including, but not limited to Defendants Amazon Services, Ring, eero, and Blink, that have a significant business presence in the U.S. and in Texas. *See, e.g., Find jobs by location, AMAZONJOBS, <https://www.amazon.jobs/en/locations/?&continent=all&cache>* (click "North America" to see Amazon employment locations across the U.S., including Austin, Dallas/Fort Worth Area, and San Antonio locations) (last visited May 24, 2021). Amazon.com, via its at least wholly owned subsidiary Amazon Services, operates a fulfillment center, among other properties such as warehouses, package sorting centers, physical stores, and self-service delivery locations, in at least Denton county and Collin county, i.e., in this District, at 15201 Heritage Parkway, Fort Worth, TX 76177. *See Property Search Results > 1-7 of 7 for Year 2021, DENTON CAD <https://propaccess.trueautomation.com/clientdb/SearchResults.aspx?cid=19>* (search results for "Amazon" as owner) (last visited May 24, 2021); *see also Amazon to hire 6,500 people in Dallas area, 100,000 across the country, WFAA, <https://www.wfaa.com/article/money/business/amazon->*

to-hire-6500-people-in-dallas-area-100000-across-the-country/287-09fb8559-deda-4d14-b256-ff432edbc410 (“Amazon also opened a new fulfillment center in Dallas earlier this year, and will have three new delivery stations in Fort Worth, Frisco and Forney, according to the spokesperson.”) (last visited May 25, 2021). Denton county CAD search results show that Defendant Amazon.com Services LLC and other subsidiary Amazon Logistics own at least six properties in Denton county. These properties are Amazon facilities and employ thousands of residents of the state of Texas and this District. *See Amazon to hire 6,500 people in Dallas area, 100,000 across the country*, WFAA, <https://www.wfaa.com/article/money/business/amazon-to-hire-6500-people-in-dallas-area-100000-across-the-country/287-09fb8559-deda-4d14-b256-ff432edbc410> (“Amazon said [in September 2020] that it will be hiring another 100,000 people to keep up with a surge of online orders, including 6,500 open roles in the Dallas area.”). (last visited May 24, 2021).

17. On information and belief, Amazon.com also owns and operates Whole Foods Market grocery stores in Texas and in this District. *See Amazon to Buy Whole Foods for \$13.4 Billion*, THE NEW YORK TIMES (June 16, 2007), <https://www.nytimes.com/2017/06/16/business/dealbook/amazon-whole-foods.html> (last visited May 25, 2021). which not only sell grocery products to and employ residents of the District, but also serve as delivery locations, i.e., Amazon Hub lockers, that provide “a secure, self-service kiosk that allow you to pick up your package at a place and time that's convenient for you — even evenings and weekends.” *See Everything you need to know about Amazon Hub Locker*, AMAZON.COM, <https://www.amazon.com/primeinsider/tips/amazon-locker-qa.html> (last visited May 24, 2021). For example, an Amazon Hub Locker is located in the Plano Whole Foods Market located at 2201 Preston Rd., Plano, TX 75093. *See Plano – Store Amenities*, WHOLE FOODS MARKET, <https://www.wholefoodsmarket.com/stores/plano> (click “Store Amenities” to scroll to

amenities description) (last visited May 25, 2021). Customers, including residents, shopping within this District may, therefore, purchase and have Amazon's smart home devices delivered to Whole Foods locations that contain Amazon Hub Lockers.

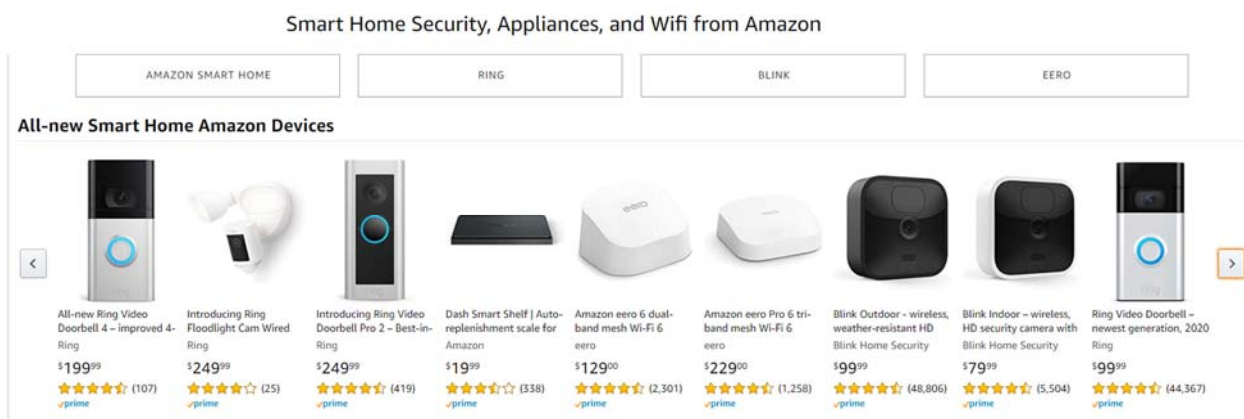
18. Such a corporate and commercial presence by Defendant Amazon.com furthers the development, design, manufacture, importation, distribution, and sale of Amazon's infringing electronic devices in Texas, including in this District. Through direction and control of its subsidiaries and affiliates, Amazon.com has committed acts of direct and/or indirect patent infringement within Texas, this District, and elsewhere in the United States, giving rise to this action and/or has established minimum contacts with Texas such that personal jurisdiction over Amazon.com would not offend traditional notions of fair play and substantial justice.

19. On information and belief, Amazon.com controls or otherwise directs and authorizes all activities of its subsidiaries and affiliates, including, but not limited to Defendants Amazon Services, Ring, eero, and Blink, which, significantly, have substantial business operations in Texas. Directly and via at least these subsidiaries and/or affiliates and via intermediaries, such as distributors and customers, Amazon.com has placed and continues to place infringing electronic devices, including Amazon.com's smart home devices, such as Echo, Ring, eero, and Blink devices, into the U.S. stream of commerce. Amazon.com has placed such products into the stream of commerce with the knowledge and understanding that such products are, will be, and continue to be sold, offered for sale, and/or imported into this District and the State of Texas. *See Litecubes, LLC v. Northern Light Products, Inc.*, 523 F.3d 1353, 1369-70 (Fed. Cir. 2008) (“[T]he sale [for purposes of § 271] occurred at the location of the buyer.”); *see also Semcon IP Inc. v. Kyocera Corporation*, No. 2:18-cv-00197-JRG, 2019 WL 1979930, at \*3 (E.D. Tex. May 3, 2019) (denying accused infringer's motion to dismiss because plaintiff sufficiently plead that purchases of



infringing products outside of the United States for importation into and sales to end users in the U.S. may constitute an offer to sell under § 271(a)).

20. Defendant Amazon.com utilizes established distribution channels to distribute, market, offer for sale, sell, service, and warrant infringing products directly to consumers, including offering such smart home products, including Echo, Ring, Blink, and eero products, for sale under its overarching house brand “Amazon” via its own website, as shown below.



See *Smart Home Security, Appliances, and Wifi from Amazon*, AMAZON.COM, <https://www.amazon.com/b?ie=UTF8&node=17386948011> (showing Amazon smart home devices from Ring, eero, and Blink brands sold on Amazon’s flagship website) (last visited May 24, 2021).

21. Moreover, Defendant Amazon.com utilizes its subsidiaries, affiliates, and intermediaries, such as Defendants Amazon Services, Ring, eero, and Blink, to design, develop, import, distribute, and service infringing products, such as Amazon Echo, Blink, Ring, and eero-branded products. Such Amazon products have been sold in retail stores, both brick and mortar and online, in Texas and within this District. *See., e.g., Amazon - Echo Show 10 (3rd Gen) HD smart display with motion and Alexa*, BEST BUY, <https://www.bestbuy.com/site/amazon-echo-show-10-3rd-gen-hd-smart-display-with-motion-and-alexa-charcoal/6430066.p?skuId=6430066> (showing that Amazon’s Echo Show 10 (3<sup>rd</sup>) is available for purchase and pick up from Best Buy store at

1800 S Loop 288, Ste 102 Bldg 1, Denton, TX 76205, i.e., in this District) (last visited May 24, 2021).

22. On information and belief, Defendant Amazon.com also purposefully places infringing smart home devices in established distribution channels in the stream of commerce by contracting with national retailers who sell Amazon's products in the U.S., including in Texas and this District. Amazon contracts with these companies with the knowledge and expectation that Amazon's smart home devices will be imported, distributed, advertised, offered for sale, and sold in the U.S. market. For example, at least BestBuy, Costco, Home Depot, Lowes, Target, and Bed, Bath, and Beyond offer for sale and sell Amazon electronic devices, such as the Echo, Ring, eero, and/or Blink brands, in and specifically for the U.S. market, via their own websites or retail stores located in and selling their products to consumers in Texas and this District. *See, e.g., Purchasing Ring Products*, RING, <https://support.ring.com/hc/en-us/articles/204755524-Purchasing-Ring-Products> (showing where the Amazon's Ring products) (last visited May 24, 2021). Amazon.com also provides its application software, the "Alexa App," for download and use in conjunction with and as a part of its Alexa-enabled devices. *See Alexa Devices Help*, AMAZON.COM, <https://www.amazon.com/gp/help/customer/display.html?nodeId=202009680> (listing some Amazon devices that are compatible with Alexa) (last visited May 24, 2021). The Alexa App is available via digital distribution platforms by Apple Inc. and Google.

23. Based on Defendant Amazon.com's connections and relationship with its U.S.-based national retailers, package delivery services (e.g., UPS, USPS, and Fed Ex), and digital distribution platforms, Amazon.com knows that Texas is a termination point of the established distribution channel, namely sales to customers via online and brick and mortar stores offering Amazon smart home products and related software to consumers in Texas and direct delivery to

customers via Amazon's Prime Delivery service and the Amazon Hub Locker service. Amazon.com, therefore, has purposefully directed its activities at Texas, and should reasonably anticipate being brought in this Court, at least on this basis. *See Icon Health & Fitness, Inc. v. Horizon Fitness, Inc.*, 2009 WL 1025467, at (E.D. Tex. 2009) (finding that "[a]s a result of contracting to manufacture products for sale in" national retailers' stores, the defendant "could have expected that it could be brought into court in the states where [the national retailers] are located").

24. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). As alleged herein, Defendant Amazon.com has committed acts of infringement in this District. As further alleged herein, Defendant Amazon.com, via its own operations and employees located there and via ratification of Defendant Amazon Services' presence, has a regular and established place of business, in this District at least at a fulfillment facility located at 15201 Heritage Parkway, Fort Worth, TX 76177, among other Amazon locations owned and operated in this District including those identified herein in Collin and Denton counties. Accordingly, Amazon.com may be sued in this district under 28 U.S.C. § 1400(b).

**B. Defendant Amazon Services**

25. On information and belief, Defendant Amazon Services is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to its substantial business in this State and this District, including: (A) at least part of its infringing activities alleged herein which purposefully avail the Defendant of the privilege of conducting those activities in this state and this District and, thus, submits itself to the jurisdiction of this court; and (B) regularly doing or soliciting business, engaging in other persistent conduct targeting residents of Texas and this District, and/or deriving substantial revenue from infringing goods offered for sale, sold, and imported and services provided to and targeting Texas residents and residents of this District vicariously through and/or in concert with its alter egos, intermediaries,

agents, distributors, importers, customers, subsidiaries, and/or consumers. For example, Amazon Services, including as an alter ego of parent company Amazon.com, owns and operates several Amazon fulfillment facilities, warehouses, self-service delivery locations, and physical stores throughout the District. Amazon Services is the owner of at least the following Amazon facilities in Collin county:

- An Amazon delivery station located at 16399 Gateway Dr., Frisco, TX 75033 (*see Amazon to open delivery station in Frisco, offer hundreds of local job opportunities, COMMUNITY IMPACT NEWSPAPER (June 26, 2020), <https://communityimpact.com/dallas-fort-worth/frisco/impacts/2020/06/26/amazon-to-open-delivery-station-in-frisco-offer-hundreds-of-local-job-opportunities/>) (last visited May 25, 2021); and*
- An Amazon 4-star store located at 2601 Preston Rd. Frisco, TX 75034 (*see Amazon 4-star - Stonebriar Centre, AMAZON.COM, <https://www.amazon.com/Amazon-4-star-Frisco-Stonebriar-Centre/b?ie=UTF8&node=20017628011> (last visited May 25, 2021).*

26. A further detailed listing of Amazon Services' properties in Collin county is found at <https://www.collincad.org/propertysearch> by searching using "Amazon" as part of the owner name.

27. Amazon Services is the owner of at least the following Amazon facilities in Denton county:

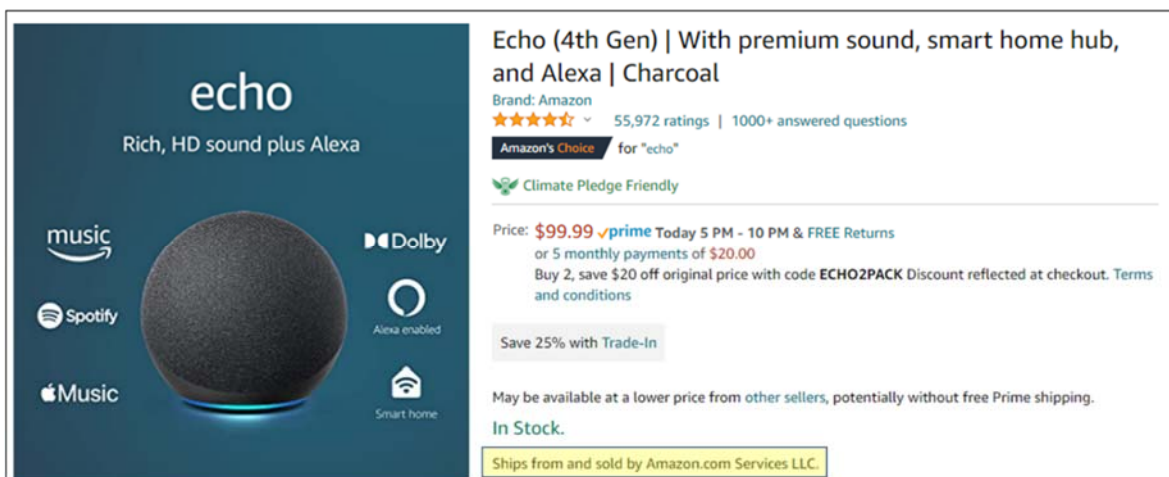
- An Amazon fulfillment center ("FTW3/ FTW4") located at 15201 Heritage Pkwy, Fort Worth, TX 76177;
- An Amazon distribution facility ("DDF1") located at 1550 Lakeway Dr Lewisville, TX;
- An Amazon distribution facility ("DDF1") 1303 Ridgeview Dr., Lewisville, TX 75057;
- An Amazon Hub located in a BBVA bank at 3640 N Josey Ln, Carrollton, TX 75007 (*see Find pickup locations near:, Amazon.com,*

<https://www.amazon.com/ulp/pickup-points> (search using zip code “75007” and scroll to Amazon Hub Locker - Charisma) (last visited May 25, 2021)); and

- An Amazon Woot! corporate office located at 4121 International Pkwy, Carrollton TX, 75007-1907 (see *Woot LLC, Company Profile*, [https://www.dnb.com/business-directory/company-profiles.woot\\_llc.d0a61f3586186285d22505f5d5beef5a.html](https://www.dnb.com/business-directory/company-profiles.woot_llc.d0a61f3586186285d22505f5d5beef5a.html) (last visited May 25, 2021)).

28. A further detailed listing of Amazon Services’ properties in Denton county is found at <https://propaccess.trueautomation.com/clientdb/?cid=19> by searching using “Amazon” as part of the owner name.

29. Defendant Amazon Services further is responsible for shipping, selling, and delivering Amazon’s smart home devices, including Echo, Ring, Blink and eero branded products, from the Amazon.com website and purposefully placing infringing smart home devices in established distribution channels in the stream of commerce in the U.S., including in Texas and this District. As shown below, consumers in this District are notified each time they browse for Amazon smart home products that the product, such as the Amazon Echo (4<sup>th</sup> Gen), “[s]hips from and [is] sold by Amazon.com Services LLC.” Amazon Services, therefore, has purposefully directed its activities at Texas, and should reasonably anticipate being brought in this Court.



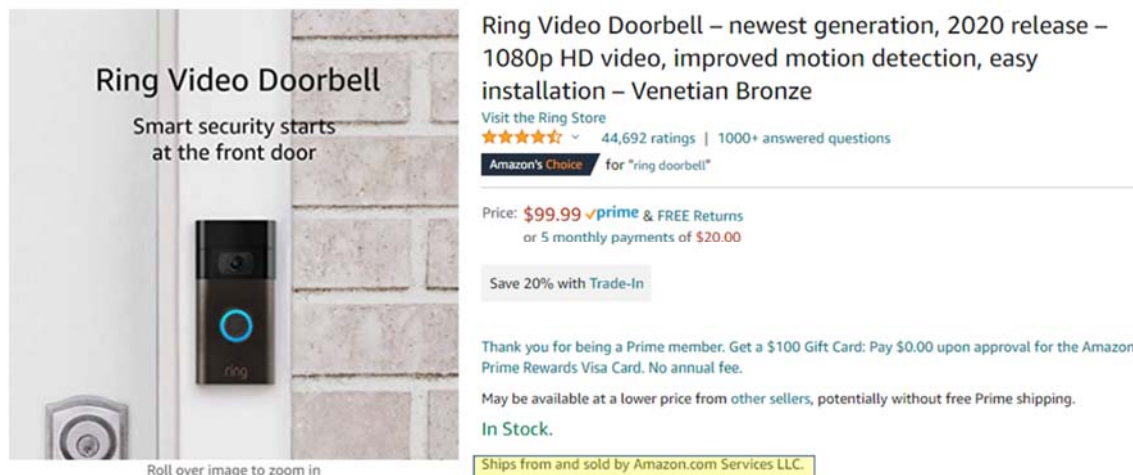
See *Echo (4th Gen) | With premium sound, smart home hub, and Alexa*, AMAZON.COM, [https://www.amazon.com/dp/B085HK4KL6?ref=MarsFS\\_AUCC\\_lr](https://www.amazon.com/dp/B085HK4KL6?ref=MarsFS_AUCC_lr) (last visited May 25, 2021).

30. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). Defendant Amazon Services has committed acts of infringement in this district and has one or more regular and established places of business in this District, including those listed above in Collin and Denton counties, and by one example at least at 15201 Heritage Pkwy, Fort Worth, TX 76177. Accordingly, Amazon Services may be sued in this district under 28 U.S.C. § 1400(b).

**C. Defendant Ring**

31. On information and belief, Defendant Ring is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to its substantial business in this State and this District, including: (A) at least part of its infringing activities alleged herein which purposefully avail the Defendant of the privilege of conducting those activities in this state and this District and, thus, submits itself to the jurisdiction of this court; and (B) regularly doing or soliciting business, engaging in other persistent conduct targeting residents of Texas and this District, and/or deriving substantial revenue from infringing goods offered for sale, sold, and imported and services provided to and targeting Texas residents and residents of this District vicariously through and/or in concert with its alter egos, intermediaries, agents, distributors, importers, customers, subsidiaries, and/or consumers.

32. For example, Ring distributes, sells, and delivers its Ring-branded products to consumers in this District via its parent companies Defendants Amazon.com and Amazon Services. Consumers, for example, are notified each time they browse for Ring-branded smart home products of Amazon that the product, such as the Ring Video Doorbell, "[s]hips from and [is] sold by Amazon.com Services LLC," as shown below.



33. By working in concert with its parent companies Defendants Amazon.com and Amazon Services to store, distribute, sell, and deliver its products to Texas residents, including those of this District, Ring purposefully places infringing smart home devices in established distribution channels in the stream of commerce. Ring also distributes its products to residents of Texas and this District, via national retailers, such as Best Buy, Costco, Home Depot, Lowes, Target, and Bed, Bath and Beyond. *See Purchasing Ring Products*, RING, <https://support.ring.com/hc/en-us/articles/204755524-Purchasing-Ring-Products> (last visited May 25, 2021). Ring, therefore, has purposefully directed its activities at Texas, and should reasonably anticipate being brought in this Court.

34. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). As alleged herein, Defendant Ring has committed acts of infringement in this District and has one or more regular and established places of business in this District. The regular and established places of business of Ring's ultimate parent Defendant Amazon.com and of Defendant Amazon Services, including those listed above in Collin and Denton counties, are also regular and established places of business of Defendant Ring. One such regular and established place of business is an Amazon fulfillment facility located at 15201 Heritage Pkwy, Fort Worth, TX 76177, among others. As an affiliate, subsidiary, and alter ego of Amazon.com and Amazon Services, Ring utilizes these

facilities located in this District to store inventory of Ring products and deliver such products to consumers living and working in the District. Employees and agents of Defendants Amazon.com and Amazon Services working at these facilities of Amazon, therefore, act as agents of Ring to which Ring exercises some degree of control in managing said inventory, completing deliveries, and handling returns. Accordingly, Ring may be sued in this district under 28 U.S.C. § 1400(b).

**D. Defendant eero**

35. On information and belief, Defendant eero is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to its substantial business in this State and this District, including: (A) at least part of its infringing activities alleged herein which purposefully avail the Defendant of the privilege of conducting those activities in this state and this District and, thus, submits itself to the jurisdiction of this court; and (B) regularly doing or soliciting business, engaging in other persistent conduct targeting residents of Texas and this District, and/or deriving substantial revenue from infringing goods offered for sale, sold, and imported and services provided to and targeting Texas residents and residents of this District vicariously through and/or in concert with its alter egos, intermediaries, agents, distributors, importers, customers, subsidiaries, and/or consumers.

36. For example, eero distributes, sells, and delivers its eero-branded products to consumers in this District via its parent companies Defendants Amazon.com and Amazon Services. Consumers, for example, are notified each time they browse for eero-branded smart home products of Amazon that the product, such as the eero mesh Wi-Fi system, "[s]hips from and [is] sold by Amazon.com Services LLC," as shown below.



Amazon eero mesh WiFi system – router replacement for whole-home coverage (3-pack)

Visit the eero Store

★★★★★ 16,657 ratings | 997 answered questions

Amazon's Choice for "amazon eero mesh wifi system"

List Price: \$499.00 Details

With Deal: **\$169.00** ✓prime & FREE Returns  
or 5 monthly payments of \$33.80

You Save: \$30.00 (15%)

Pay **\$28.17/month for 6 months** (plus S&H, tax) with 0% interest equal monthly payments when you're approved for an Amazon Prime Store Card.

In Stock.

Ships from and sold by Amazon.com Services LLC.

Configuration: **3 eero routers**

1 eero router + 2 Beacons \$211.00 ✓prime	<b>3 eero routers</b> <b>\$169.00</b> ✓prime	4 eero routers \$211.00 ✓prime
---	--	--------------------------------------

37. By working in concert with its parent companies Defendants Amazon.com and Amazon Services to store, distribute, sell, and deliver its products to Texas residents, including those of this District, eero purposefully places infringing smart home devices in established distribution channels in the stream of commerce. eero also distributes its products to residents of Texas and this District, via national retailers, such as Best Buy, Crutchfield, newegg.com, and Dell. *See Where to Buy*, RING, <https://eero.com/where-to-buy> (last visited May 25, 2021). Eero, therefore, has purposefully directed its activities at Texas, and should reasonably anticipate being brought in this Court.

38. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). As alleged herein, Defendant eero has committed acts of infringement in this District and has one or more regular and established places of business in this District. The regular and established places of business of eero's ultimate parent Defendant Amazon.com and of Defendant Amazon Services, including those listed above in Collin and Denton counties, are also regular and established places of business of Defendant eero. One such regular and established place of business is an Amazon fulfillment facility located at 15201 Heritage Pkwy, Fort Worth, TX 76177, among others. As an affiliate, subsidiary, and alter ego of Amazon.com and Amazon Services, eero works in concert with its parent companies to store inventory of eero products at these facilities and deliver such

products to consumers from these facilities. Employees and agents of Defendants Amazon.com and Amazon Services working at these facilities, therefore, act as agents of eero to which eero exercises some degree of control in managing said inventory, completing deliveries, and handling returns. Accordingly, eero may be sued in this district under 28 U.S.C. § 1400(b).

**E. Defendant Blink**

39. On information and belief, Defendant Blink is subject to this Court’s specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to its substantial business in this State and this District, including: (A) at least part of its infringing activities alleged herein which purposefully avail the Defendant of the privilege of conducting those activities in this state and this District and, thus, submits itself to the jurisdiction of this court; and (B) regularly doing or soliciting business, engaging in other persistent conduct targeting residents of Texas and this District, and/or deriving substantial revenue from infringing goods offered for sale, sold, and imported and services provided to and targeting Texas residents and residents of this District vicariously through and/or in concert with its alter egos, intermediaries, agents, distributors, importers, customers, subsidiaries, and/or consumers.

40. For example, Blink distributes, sells, and delivers its Blink-branded products to consumers in this District via its parent companies Defendants Amazon.com and Amazon Services. Consumers, for example, are notified each time they browse for eero-branded smart home products of Amazon that the product, such as the Blink Outdoor camera, “[s]hips from and [is] sold by Amazon.com Services LLC,” as shown below.

Blink Outdoor – wireless, weather-resistant HD security camera with two-year battery life and motion detection, set up in minutes – Add-on camera (Sync Module required)

Visit the Blink Home Security Store

★★★★★ 49,180 ratings | 1000+ answered questions

Amazon's Choice for "blink add on camera"

Price: **\$89.99** ✓prime & FREE Returns  
or 5 monthly payments of **\$18.00**

Save 20% with Trade-In

Thank you for being a Prime member. Get a \$100 Gift Card: Pay \$0.00 upon approval for the Amazon Prime Rewards Visa Card. No annual fee.

In Stock.

Ships from and sold by Amazon.com Services LLC.



See what's happening live anytime using the Blink app

41. By working in concert with its parent companies Defendants Amazon.com and Amazon Services to store, distribute, sell, and deliver its products to Texas residents, including those of this District, Blink purposefully places infringing smart home devices in established distribution channels in the stream of commerce. Blink also distributes its products to residents of Texas and this District, via national retailers, such as Best Buy, The Home Depot, Target, Kohl's, and Staples. *See Select Your Country – United States*, BLINK, <https://blinkforhome.com/select-country> (last visited May 25, 2021). Blink, therefore, has purposefully directed its activities at Texas, and should reasonably anticipate being brought in this Court.

42. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). As alleged herein, Defendant Blink has committed acts of infringement in this District and has one or more regular and established places of business in this District. The regular and established places of business of Blink's ultimate parent Defendant Amazon.com and of Defendant Amazon Services, including those listed above in Collin and Denton counties, are also regular and established places of business of Defendant Blink. One such regular and established place of business is an Amazon fulfillment facility located at 15201 Heritage Pkwy, Fort Worth, TX 76177, among others. As an affiliate, subsidiary, and alter ego of Amazon.com and Amazon Services, Blink works in concert with its parent companies to store inventory of Blink products at these facilities and deliver such

products to consumers from these facilities. Employees and agents of Defendants Amazon.com and Amazon Services working at these facilities, therefore, act as agents of Blink to which Blink exercises some degree of control in managing said inventory, completing deliveries, and handling returns. Accordingly, Blink may be sued in this district under 28 U.S.C. § 1400(b).

43. On information and belief, Amazon.com, Amazon Services, Ring, eero, and Blink each have significant ties to, and presence in, the State of Texas and the Eastern District of Texas, making venue in this District both proper and convenient for this action.

#### **THE ASSERTED PATENTS AND TECHNOLOGY**

44. The Asserted Patents cover various aspects of communication, routing, and organizing network nodes within wireless communications networks. The methods and apparatuses described in each of the Asserted Patents apply to mobile ad hoc networks—dynamic wireless networks without any routing structure, such as the networks created between Defendants’ smart home devices.

45. The ’986 patent involves scheduling time slots for communication links between nodes in a wireless communication network in order to mitigate interference and respond to variations. It discusses using those scheduled time slots and data sent between the nodes to determine metrics and priority levels for establishing additional communication links. The methods claimed in the ’986 patent allow for optimized communication within a wireless network.

46. The ’310 patent provides methods for routing message data between nodes in a wireless communication network. It discusses sending route requests from a source node to determine possible routes to a destination node via different intermediate nodes within the network. By using various metrics that describe the links between the network nodes, the possible routes can then be ranked and the best route from the source node to the destination node can be determined.

The '310 patent describes methods and network structures that provide network routes that are more reliable, timelier, and have less traffic loads than previous solutions.

47. The '537 patent describes methods and apparatuses for forming clusters of nodes within a wireless network to improve routing and communication within the network. Wireless networks, especially mobile ad hoc networks, operate more efficiently when the route for relaying message data minimizes the number of steps from node to node (or “hops”) within the network. The '537 patent discusses analyzing the nodes communicating within a network as well as isolated nodes that are not communicating, changing the connectivity between nodes in the network, and adjusting designations among the nodes in order to produce optimal routing for communication between nodes.

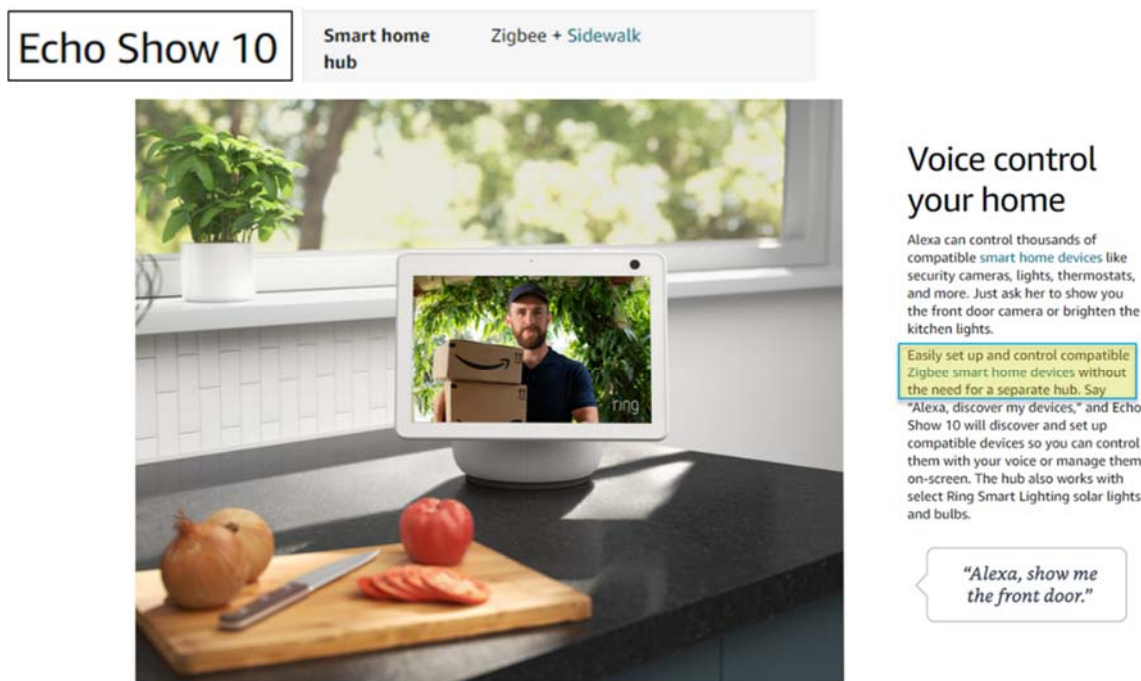
48. The '426 patent describes a wireless communications network with multiple channels as well as methods for utilizing such a network in a way that efficiently makes use of the multiple channels to optimize routing and transmitting data. With multiple channels available, multiple routing requests can be sent and multiple routes can be made available, allowing for an optimal route to be selected.

49. On information and belief, a significant portion of the operating revenue of Defendants is derived from the manufacture and sale of smart home devices. For example, Defendant Amazon.com utilizes its subsidiaries, including Defendants Amazon Services, Ring, eero, and Blink, distributors, customers, partners, and retailers to provide smart home devices to consumers. Amazon's worldwide net sales of its products via online and physical stores in 2020 was \$213 billion. *See 2020 Annual Report*, 66.

50. Amazon's smart home devices use Wi-Fi, ZigBee, and Z-Wave protocols to enable communication between Amazon smart home devices, and other compatible third-party devices.

Amazon further provides software to users, e.g., the Alexa app, to allow users to control such devices across platforms. *See Amazon Echo & Alexa Devices*, AMAZON.COM, <https://www.amazon.com/smart-home-devices/b?ie=UTF8&node=9818047011> (last visited May 25, 2021).

51. The Asserted Patents cover wireless communication methods that are incorporated into ZigBee, Wi-Fi, and Z-Wave protocols and the products that utilize them, such as Amazon’s smart home devices, their components, and processes related to the same (the “Accused Products”). For example, Amazon’s smart home products utilize Wi-Fi, ZigBee and/or Z-Wave protocols. The Accused Products include at least Defendants’ Echo, Ring, eero, and Blink brand of devices. Examples of Echo brand devices the utilize the ZigBee protocol include the Echo Show 10 product are shown below:



52. Examples of eero-branded products that utilize the ZigBee protocol include the eero Pro 6 and eero 6, as shown below:

53. An example of the Ring-branded products that utilizes the ZigBee protocol includes the Ring Base Station, as shown below:

54. ZigBee protocols, which are covered by the Asserted Patents as utilized by certain Accused Products, are based on the IEEE 802.15.4 standard for wireless network communication. Below is an excerpt from the technical specification for ZigBee protocols describing the basic architecture and standards that enable wireless network communication.

## 1.1 Protocol Description

---

The ZigBee Alliance has developed a very low-cost, very low-power-consumption, two-way, wireless communications standard. Solutions adopting the ZigBee standard will be embedded in consumer electronics, home and building automation, industrial controls, PC peripherals, medical sensor applications, toys, and games.

### 1.1.3 Stack Architecture

---

The ZigBee stack architecture is made up of a set of blocks called layers. Each layer performs a specific set of services for the layer above. A data entity provides a data transmission service and a management entity provides all other services. Each service entity exposes an interface to the upper layer through a service access point (SAP), and each SAP supports a number of service primitives to achieve the required functionality.

The IEEE 802.15.4 standard defines the two lower layers: the physical (PHY) layer and the medium access control (MAC) sub-layer. The ZigBee Alliance builds on this foundation by providing the network (NWK) layer and the framework for the application layer. The application layer framework consists of the application support sub-layer (APS) and the ZigBee device objects (ZDO). Manufacturer-defined application objects use the framework and share APS and security services with the ZDO.

The PHY layer operates in two separate frequency ranges: 868/915 MHz and 2.4 GHz. The lower frequency PHY layer covers both the 868 MHz European band and the 915 MHz band, used in countries such as the United States and Australia. The higher frequency PHY layer is used virtually worldwide. A complete description of the PHY layers can be found in [B1].

*ZigBee Specification*, revision r21 at 1, THE ZIGBEE ALLIANCE, <https://zigbeealliance.org/wp-content/uploads/2019/11/docs-05-3474-21-0csg-zigbee-specification.pdf> (August 5, 2015).

55. The Z-Wave protocol, which is covered by the Asserted Patents as utilized by certain Accused Products, is another wireless network communication protocol. Z-Wave uses source routing to determine communication paths between connected devices in a wireless network. Below is an excerpt from a programming guide describing the network routing principles used in Z-Wave protocol.

#### 3.4 Z-Wave Routing Principles

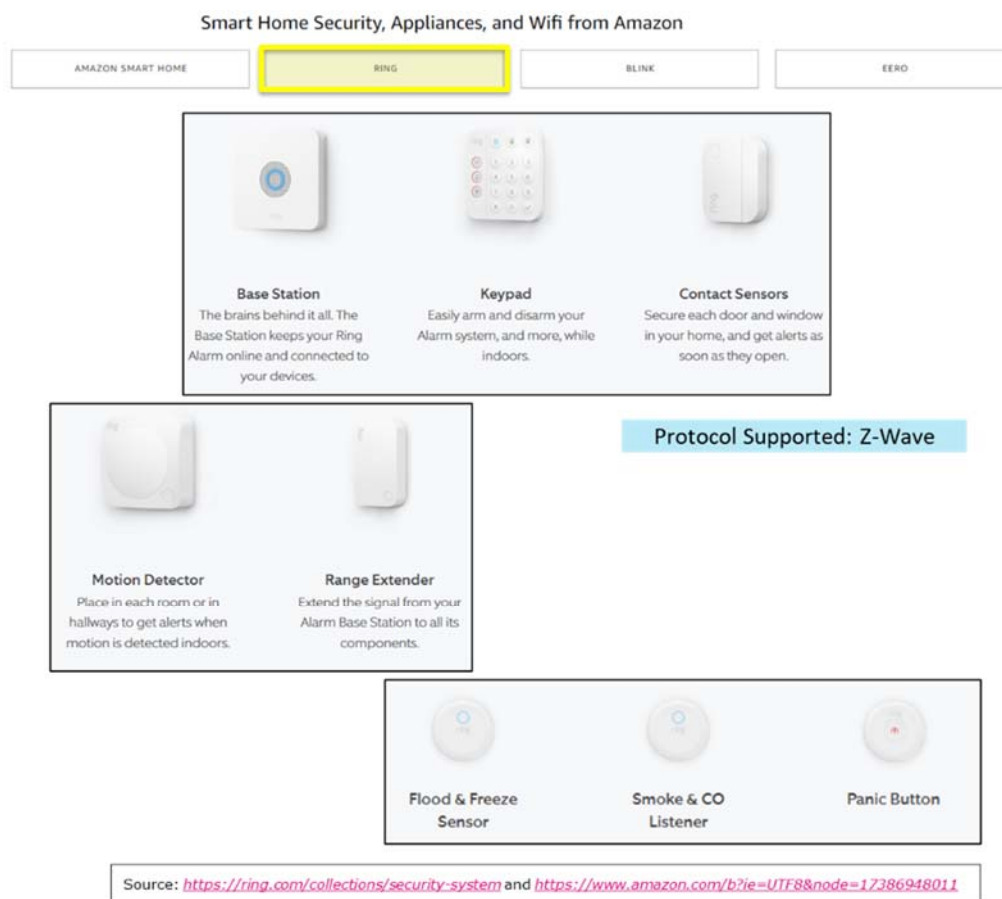
The Z-Wave protocol use source routing, which is a technique whereby the sender of a frame specifies the exact route the frame must take to reach the destination node. Source routing assumes that the sender knows the topology of the network, and can therefore determine a route having a minimum number of hops. The Z-Wave protocol supports up to four repeaters between sender and destination node. Routing can also be used to reach FLiRS destination nodes. Source routing allows implementation of a lightweight protocol by avoiding distributed topologies in all repeaters. Nodes containing the topology can also assign routes to a topology-less node enabling it to communicate with a number of destination nodes using routes.

In case sender fails to reach destination node using routes an explorer mechanism can be launched on demand to discover a working route to the destination node in question. The explorer mechanism builds

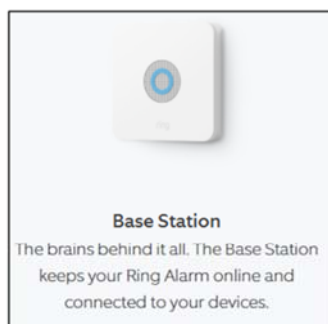


*Z-Wave 500 Series Appl. Programmers Guide v.6.81.0x* at 5, SILICON LABS, [https://www.silabs.com/documents/public/user-guides/INS13954-Instruction-Z-Wave-500-Series-Appl-Programmers-Guide-v6\\_81\\_0x.pdf](https://www.silabs.com/documents/public/user-guides/INS13954-Instruction-Z-Wave-500-Series-Appl-Programmers-Guide-v6_81_0x.pdf) (June 14, 2018).

56. Examples of Ring-branded devices the utilize the Z-Wave protocol include the Ring’s security system smart home devices shown below:



57. The Ring base station provides the required Z-Wave connectivity for compatible devices, as shown below:



## Tech Specs - Base Station

### Connectivity

Ethernet, Wi-Fi, Z-Wave, **Zigbee**, Bluetooth for Setup (plus Cellular Backup with Ring Protect Plus subscription)

Source: <https://ring.com/products/security-system-alarm-5>

58. The Wi-Fi protocol (IEEE 802.11 standard), which is covered by the Asserted Patents as utilized by certain Accused Products, is another wireless network communication protocol. Wi-Fi uses “admission control to administer policy or regulate the available bandwidth resources.” Below is a description of such admission control.

**IEEE Std 802.11™-2007**  
(Revision of  
IEEE Std 802.11-1999 )

### **9.9.3 Admission Control at the HC**

An IEEE 802.11 network may use admission control to administer policy or regulate the available bandwidth resources. Admission control is also required when a STA desires guarantee on the amount of time that it can access the channel. The HC, which is in the AP, is used to administer admission control in the network. As the QoS facility supports two access mechanisms, there are two distinct admission control mechanisms: one for contention-based access and another for controlled access.

Admission control, in general, depends on vendors' implementation of the scheduler, available channel capacity, link conditions, retransmission limits, and the scheduling requirements of a given stream. All of these criteria affect the admissibility of a given stream. If the HC has admitted no streams that require polling, it may not find it necessary to perform the scheduler or related HC functions.

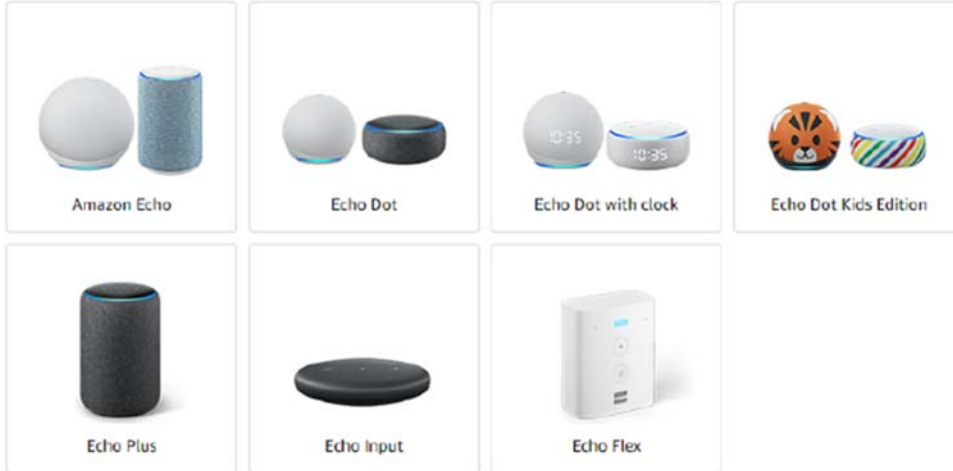
### **9.9.3.2 Controlled-access admission control**

This subclause describes the schedule management of the admitted HCCA streams by the HC. When the HC provides controlled channel access to non-AP STAs, it is responsible for granting or denying polling service to a TS based on the parameters in the associated TSPEC. If the TS is admitted, the HC is responsible for scheduling channel access to this TS based on the negotiated TSPEC parameters. The HC should not initiate a modification of TSPEC parameters of an admitted TS unless requested by the STA. The HC should not tear down a TS unless explicitly requested by the STA or at the expiry of the inactivity timer. The polling service based on admitted TS provides a “guaranteed channel access” from the scheduler in order to have its QoS requirements met. This is an achievable goal when the WM operates free of external interference (such as operation within the channel by other technologies and co-channel overlapping BSS interference). The nature of wireless communications may preclude absolute guarantees to satisfy QoS requirements. However, in a controlled environment (e.g., no interference), the behavior of the scheduler can be observed and verified to be compliant to meet the service schedule.

Page 346, 348,  
<https://www.iith.ac.in/~tbr/teaching/docs/802.11-2007.pdf>

59. Examples of Echo-branded devices that utilize the Wi-Fi protocol include the following smart speakers and smart displays:

Smart Speakers

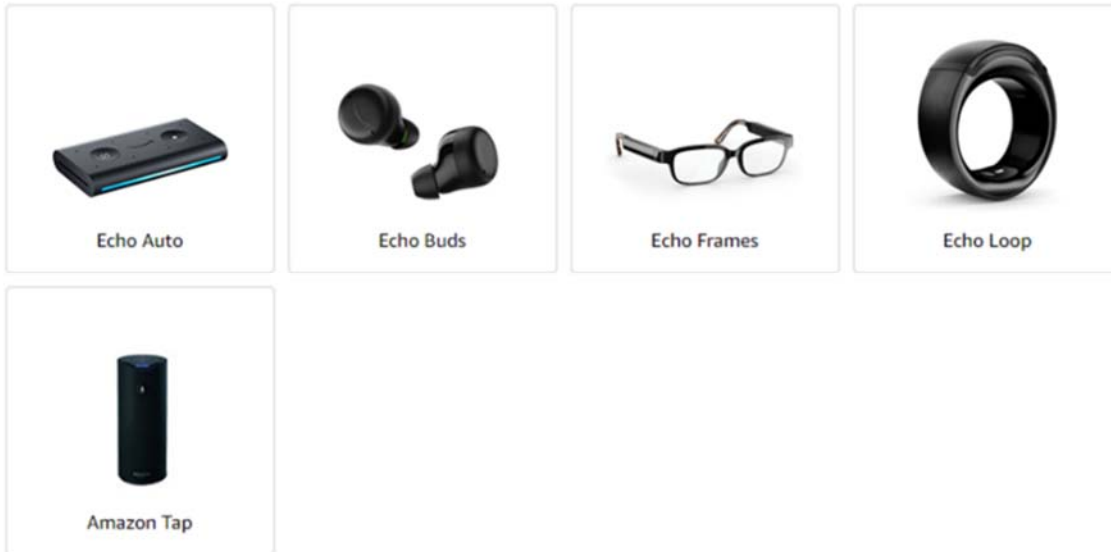


Smart Displays



60. Examples of Echo-branded devices that utilize the Wi-Fi protocol include the following Echo On the Go and Audio Companions:

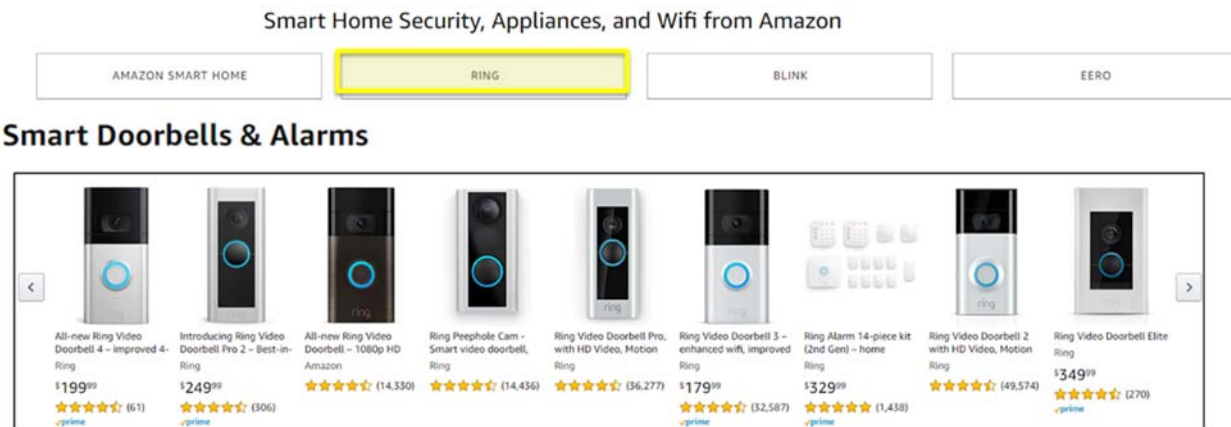
**Echo On The Go**



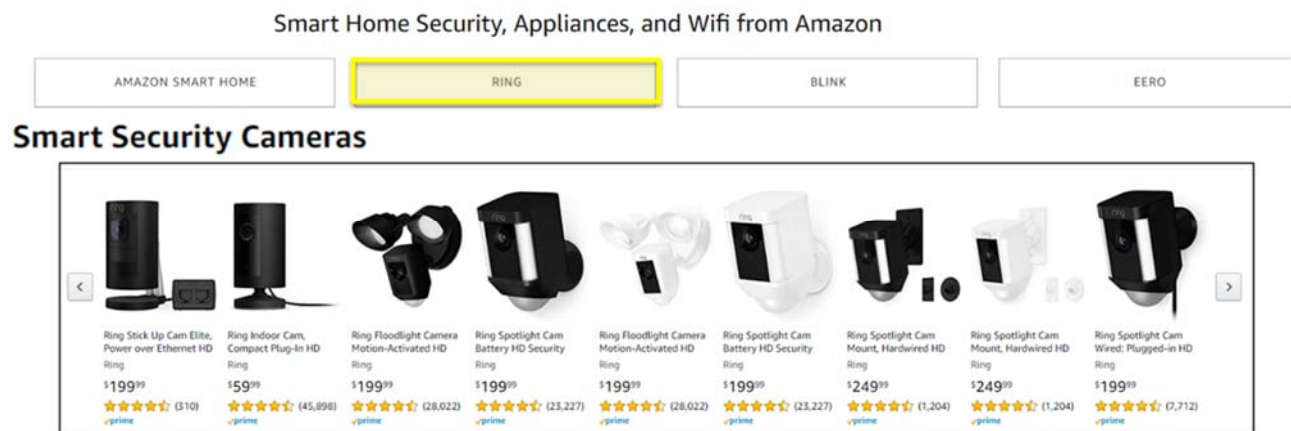
**Audio Companions**



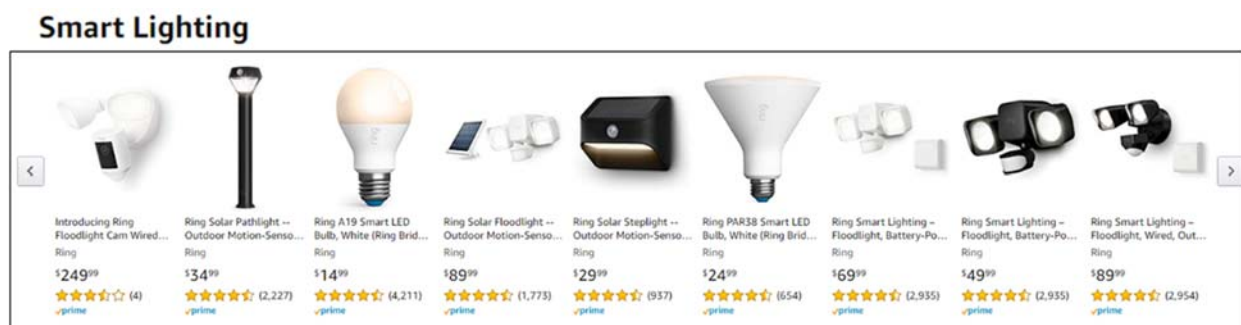
61. Examples of Ring-branded devices that utilize the Wi-Fi protocol include the following smart doorbells and alarms:



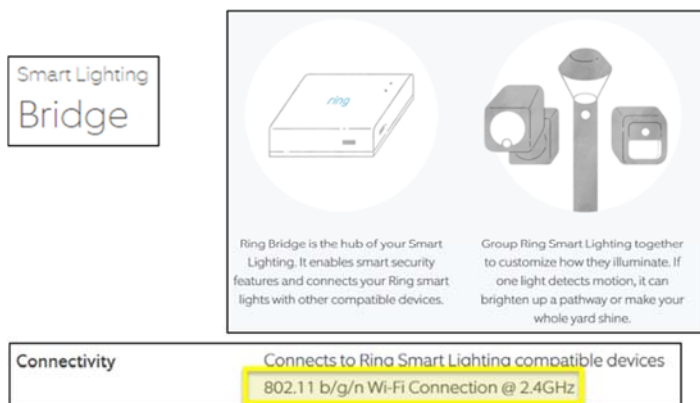
62. Examples of Ring-branded devices that utilize the Wi-Fi protocol include the following smart security cameras:



63. Examples of Ring-branded devices that utilize the Wi-Fi protocol include the following smart lighting products:

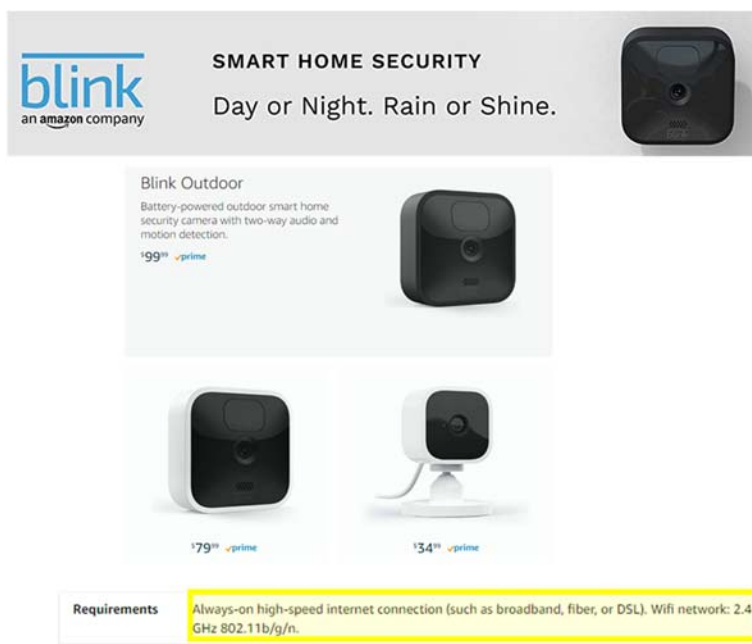


64. Ring's lighting products utilize a Ring bridge for network communication using the Wi-Fi protocol, as indicated below:



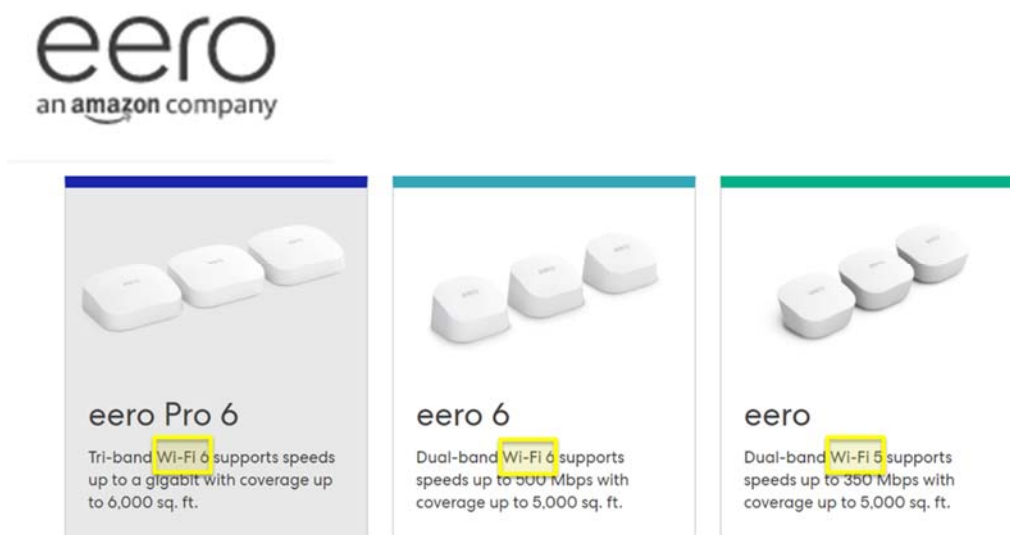
Source: <https://ring.com/collections/smart-lighting/products/smart-lighting-bridge>

65. Examples of Blink-branded devices that utilize the Wi-Fi protocol include the following smart home security cameras:



Source: [https://www.amazon.com/Blink-Outdoor-Wireless-Security-Camera/dp/B086DKSYTS?ref=ast\\_sto\\_dp&th=1](https://www.amazon.com/Blink-Outdoor-Wireless-Security-Camera/dp/B086DKSYTS?ref=ast_sto_dp&th=1)

66. Examples of eero-branded devices that utilize the Wi-Fi protocol include the following smart home security cameras:



Source: <https://eero.com/shop/eero-pro-6> and <https://eero.com/technology>

67. By utilizing ZigBee, Z-Wave, and/or Wi-Fi protocols, the Accused Products perform methods for communication, routing, and organizing network nodes within wireless communications networks that are covered by the Asserted Patents. Each respective Count below describes how the Accused Products infringe on specific claims of the Asserted Patents.

**COUNT I**

(INFRINGEMENT OF U.S. PATENT NO. 6,958,986)

68. Plaintiff incorporates paragraphs 1 through 67 herein by reference.

69. Plaintiff is the assignee of the '986 patent, entitled "Wireless Communication System with Enhanced Time Slot Allocation and Interference Avoidance/Mitigation Features and Related Methods," with ownership of all substantial rights in the '986 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

70. The '986 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '986 patent issued from U.S. Patent Application No. 10/401,004.

71. Amazon has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the '986 patent in this District and elsewhere in Texas and the United States.

72. On information and belief, Amazon designs, develops, manufactures, assembles, and markets smart home devices configured to utilize ZigBee, Z-Wave, and Wi-Fi protocols such as the Accused Products, including via Amazon.com's subsidiaries, such as Defendants Amazon Services, Ring, eero, and Blink, affiliates, partners, distributors, retailers, customers, and consumers.

73. Amazon directly infringes the '986 patent via 35 U.S.C. § 271(a) by making, offering for sale, selling, and/or importing the Accused Products, their components, and/or products containing the same that incorporate the fundamental technologies covered by the '986 patent to,

for example, its alter egos, agents, intermediaries, distributors, importers, customers, subsidiaries, affiliates, and/or consumers. Furthermore, On information and belief, Amazon sells and makes the Accused Products outside of the United States, delivers those products to its customers, distributors, and/or subsidiaries in the United States, or in the case that it delivers the Accused Products outside of the United States it does so intending and/or knowing that those products are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the '986 patent. *See, e.g., Lake Cherokee Hard Drive Techs., L.L.C. v. Marvell Semiconductor, Inc.*, 964 F. Supp. 2d 653, 658 (E.D. Tex. 2013) (denying summary judgment and allowing presentation to jury as to “whether accused products manufactured and delivered abroad but imported into the United States market by downstream customers ... constitute an infringing sale under § 271(a)”).

74. Furthermore, Amazon directly infringes the '986 patent through its direct involvement in the activities of its subsidiaries, including Amazon Services, Ring, eero, and Blink, including by selling and offering for sale the Accused Products in the U.S. directly for Amazon.com and importing the Accused Products into the United States for Amazon.com. On information and belief, Amazon's subsidiaries and affiliates conduct activities that constitutes direct infringement of the '986 patent under 35 U.S.C. § 271(a) by making, offering for sale, selling, and/or importing those Accused Products. Amazon is vicariously liable for this infringing conduct of its subsidiaries and affiliates, including Defendants Amazon Services, Ring, eero, and Blink (under both the alter ego and agency theories) because, as an example and on information and belief, Amazon.com, Amazon Services, Ring, eero, and Blink are essentially the same company. Amazon.com has the right and ability to control other subsidiaries' infringing acts (including those activities of Amazon Services, Ring, eero, and Blink) and receives a direct financial benefit from their infringement.



75. For example, Amazon infringes claim 25 of the '986 patent via its Accused Products that utilize the ZigBee and/or Wi-Fi protocols. For example, Ring's alarm systems utilize the Wi-Fi and ZigBee communication protocols to control and monitor security sensors, such as keypads, contact sensors, motion detectors, range extenders, flood and freeze sensors, smoke and CO listeners, and panic buttons. Other Ring-branded products that utilize the Wi-Fi protocol include smart doorbells and alarms, smart security cameras, and smart lighting. Amazon's Echo brand products utilize Wi-Fi and ZigBee communication protocols, including smart speakers, smart displays, smart streaming devices, that when coupled with voice-controls, such as Amazon's Alexa application, allow customers to control other Amazon and third-party smart home devices, including smart plugs, cameras, lights, and appliances. eero-branded products provide home mesh Wi-Fi and are configured as a ZigBee smart home hub. Blink-branded products include smart home security cameras that utilize the Wi-Fi protocol.

76. The Accused Products implement the "communication method for a wireless communication network comprising a plurality of mobile nodes each comprising a data queue" of claim 25. The Accused Products that utilize ZigBee protocols are based on the IEEE 802.15.4 standard and involve communication between two or more devices on a wireless channel. *See* THE ZIGBEE ALLIANCE, *supra*. The Accused Products that utilize Wi-Fi protocols, i.e., the IEEE 802.11 standard, that defines a wireless local area network (WLAN) including multiple mobile nodes (portable/hand-held, moving stations (STAs)). The WLAN supports quality of service (QoS) requirements originating from network devices/stations (STAs). Under the QoS scheme, a frame stored in a traffic queue (of a Access Point (AP) or the STA) is transmitted at a transmission opportunity (TXOP) in accordance with QoS parameters values (traffic specifications (TSPEC)) indicated by the STA.

77. The Accused Products schedule respective semi-permanent time slots to establish communication links between respective pairs of mobile nodes for transmitting data stored in the data queues therebetween. For example, by utilizing ZigBee protocols, each of the Accused Products include contention access period (“CAP”) time slots. By default, network nodes use CAP time slots for data and frame transmission.

78. By utilizing Wi-Fi protocols in the Accused Products, QoS supported STAs implement a hybrid coordination function (HCF) that uses a contention-based channel access mechanism that contends for and obtains transmit opportunities (TXOPs) for transmitting data frames/MSDUs. The multiple STAs compete to transmit data in a contention period (CP). Time slots in the CP are semi-permanent in that they are not dedicatedly assigned to an STA and the STAs need to compete with each other to be able to use the CP for data transmission.

79. The Accused Products determine link utilization metrics for each communication link based upon a quantity of data previously sent over the communication link during the semi-permanent time slots and the data queues. For example, by utilizing ZigBee protocols, the Accused Products store queues of pending transactions then transmit the transactions on a first-come-first-served basis to nodes that request them. The transactions are transmitted according to algorithms (i.e., link utilization metrics); the transaction remains in the queue if the algorithm fails.

80. By utilizing Wi-Fi protocols in the Accused Products, a hybrid coordinator (HC) (included in the Access Point (AP)) allocates the TXOPs based on the traffic queues (pending traffic/ Queue Size) associated with the respective transport streams (TS). The HC will use this utilization information to determine available channel capacity for administering admission control in the network (e.g., whether or not to allow an STA (or the corresponding traffic stream (TS)) access to the channel for a desired amount of time – comprised of one or more TXOPs).

81. The Accused Products schedule demand assigned time slots for establishing additional communication links between the pairs of mobile nodes for transmitting the data based upon the link utilization metrics. For example, by utilizing ZigBee protocols, each of the Accused Products schedule guaranteed time slots (“GTS,” i.e., assigned time slots) for transmission of data. The GTSs are dedicated to nodes or devices that require specific data bandwidth or latency (i.e., link utilization metrics) for transmission.

82. By utilizing Wi-Fi protocols in the Accused Products, an STA accessing the channel in the contention period (CP) can request an AP to grant TXOPs for contention-free transfer of QoS data. In response, the AP grants TXOPs using QoS CF-Poll frame in accordance with the QoS requirements/demands STA’s traffic stream (TS). These TXOPs are called polled TXOPs. Further, an AP (collocated with the HC) can schedule guaranteed channel access to STAs based on their QoS requirements and available channel capacity (or conversely the existing channel utilization).

83. The technology discussion above and the exemplary Accused Products provide context for Plaintiff’s infringement allegations.

84. At a minimum, Amazon has known of the ’986 patent at least as early as the filing date of this complaint. In addition, Amazon has known about the ’986 patent since at least its receipt of a letter from Harris Corporation (“Harris”) dated May 2, 2018, regarding infringement of Harris’ patent portfolio. The letter specifically references the ’986 patent and notifies Amazon of its infringing use of “wireless communication networks, network management/security, as well as innovations pertinent to the IEEE 802 and Zigbee standard,” in at least the Amazon Echo Plus product.

85. On information and belief, since at least the above-mentioned date when Amazon was on notice of its infringement, Amazon has actively induced, under U.S.C. § 271(b), its

distributors, customers, subsidiaries, importers, and/or consumers that import, purchase, or sell the Accused Products that include or are made using all of the limitations of one or more claims of the '986 patent to directly infringe one or more claims of the '986 patent by using, offering for sale, selling, and/or importing the Accused Products. Since at least the notice provided on the above-mentioned date, Amazon does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '986 patent. On information and belief, Amazon intends to cause, and has taken affirmative steps to induce, infringement by distributors, importers, customers, subsidiaries, and/or consumers by at least, *inter alia*, creating advertisements that promote the infringing use of the Accused Products, creating and/or maintaining established distribution channels for the Accused Products into and within the United States, manufacturing the Accused Products in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, testing ZigBee and Wi-Fi protocol features in the Accused Products, and/or providing technical support, replacement parts, or services for these products to purchasers in the United States. *See, e.g., ZigBee: Connect Your Devices Locally Using Zigbee*, AMAZON ALEXA, <https://developer.amazon.com/en-US/alexa/devices/connected-devices/development-resources/zigbee> (last visited May 25, 2021).

86. On information and belief, despite having knowledge of the '986 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the '986 patent, Amazon has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Amazon's infringing activities relative to the '986 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical infringement

such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

87. Stingray has been damaged as a result of Amazon's infringing conduct described in this Count. Each Defendant is thus, jointly and severally, liable to Stingray in an amount that adequately compensates Stingray for Amazon's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

## COUNT II

### (INFRINGEMENT OF U.S. PATENT NO. 6,961,310)

88. Plaintiff incorporates paragraphs 1 through 87 herein by reference.

89. Plaintiff is the assignee of the '310 patent, entitled "Multiple Path Reactive Routing in a Mobile Ad Hoc Network," with ownership of all substantial rights in the '310 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

90. The '310 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '310 patent issued from U.S. Patent Application No. 10/214,997.

91. Amazon has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the '310 patent in this District and elsewhere in Texas and the United States.

92. On information and belief, Amazon designs, develops, manufactures, assembles, and markets smart home devices configured to utilize ZigBee, Z-Wave, and Wi-Fi protocols such as the Accused Products, including via Amazon.com's subsidiaries, such as Defendants Amazon Services, Ring, eero, and Blink, affiliates, partners, distributors, retailers, customers, and consumers.

93. Amazon directly infringes the '310 patent via 35 U.S.C. § 271(a) by making, offering for sale, selling, and/or importing the Accused Products, their components, and/or products containing the same that incorporate the fundamental technologies covered by the '310 patent to, for example, its alter egos, agents, intermediaries, distributors, importers, customers, subsidiaries, affiliates, and/or consumers. Furthermore, on information and belief, Amazon sells and makes the Accused Products outside of the United States, delivers those products to its customers, distributors, and/or subsidiaries in the United States, or in the case that it delivers the Accused Products outside of the United States it does so intending and/or knowing that those products are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the '310 patent. *See, e.g., Lake Cherokee Hard Drive Techs., L.L.C. v. Marvell Semiconductor, Inc.*, 964 F. Supp. 2d 653, 658 (E.D. Tex. 2013) (denying summary judgment and allowing presentation to jury as to “whether accused products manufactured and delivered abroad but imported into the United States market by downstream customers ... constitute an infringing sale under § 271(a)”).

94. Furthermore, Amazon directly infringes the '310 patent through its direct involvement in the activities of its subsidiaries, including Amazon Services, Ring, eero, and Blink, including by selling and offering for sale the Accused Products in the U.S. directly for Amazon.com and importing the Accused Products into the United States for Amazon.com. On information and belief, Amazon's subsidiaries and affiliates conduct activities that constitutes direct infringement of the '310 patent under 35 U.S.C. § 271(a) by making, offering for sale, selling, and/or importing those Accused Products. Amazon is vicariously liable for this infringing conduct of its subsidiaries and affiliates, including Defendants Amazon Services, Ring, eero, and Blink (under both the alter ego and agency theories) because, as an example and on information and belief, Amazon.com,

Amazon Services, Ring, eero, and Blink are essentially the same company. Amazon.com has the right and ability to control other subsidiaries' infringing acts (including those activities of Amazon Services, Ring, eero, and Blink) and receives a direct financial benefit from their infringement.

95. For example, Amazon infringes claim 13 of the '310 patent via the Accused Products such as Amazon Echo (4<sup>th</sup> Gen), Echo Show 10 (3<sup>rd</sup> Gen), eero 6 systems, Ring home security products, e.g., base station, keypad, contact sensors, motion detectors, range extender, flood & freeze sensor, smoke & CO listener, panic button, which utilize ZigBee and/or Z-Wave protocols.

96. The Accused Products implement the "method for routing message data from a source node to a destination node in a mobile ad hoc network comprising a plurality of intermediate mobile nodes between the source node and the destination node, and a plurality of wireless communication links connecting the nodes together" of claim 13. Each of the Accused Products utilizes ZigBee and/or Z-Wave protocols. ZigBee protocols are based on the IEEE 802.15.4 standard and involve communication between two or more devices on a wireless channel. *See* THE ZIGBEE ALLIANCE, *supra*. Z-Wave protocol is a low bandwidth half duplex protocol, the main purpose of which is to communicate short control messages between nodes in a network. *See* SILICON LABS, *supra*.

97. The Accused Products discover, at the source node, routing to the destination node. For example, by utilizing ZigBee protocols, the Accused Products use route request commands, route request identifiers, and route reply commands to discover routing to the destination node. Moreover, by utilizing Z-Wave protocol, the Accused Products use Ad-Hoc On-demand Distance Vector ("AODV") routing, which discovers routes from source to destination nodes.

98. The Accused Products rank, at the source node, discovered routes according to at least one metric. For example, by utilizing ZigBee protocols, the Accused Products use a path cost metric for route comparison (i.e., ranking discovered routes). Moreover, by utilizing Z-Wave protocol, the Accused Products rank routes discovered by AODV based on at least one metric (e.g., from shortest to longest path) based on link-state information of nodes in the network.

99. The Accused Products simultaneously distribute, at the source node, message data to the destination node along a plurality of the discovered routes based upon the ranking. For example, by utilizing ZigBee protocols, the Accused Products distribute message data (e.g., relay messages or deliver packets) to destination nodes. Moreover, by utilizing Z-Wave protocol, the Accused Products distribute message data by making a selection among multiple alternative routes (i.e., a plurality of the discovered routes).

100. The technology discussion above and the exemplary Accused Products provide context for Plaintiff's infringement allegations.

101. At a minimum, Amazon has known of the '310 patent at least as early as the filing date of this complaint. In addition, Amazon has known about the '310 patent since at least its receipt of a letter from Harris Corporation ("Harris") dated May 2, 2018, regarding infringement of Harris' patent portfolio. The letter specifically references the '310 patent and notifies Amazon of its infringing use of "wireless communication networks, network management/security, as well as innovations pertinent to the IEEE 802 and Zigbee standard," in at least the Amazon Echo Plus product.

102. On information and belief, since at least the above-mentioned date when Amazon was on notice of its infringement, Amazon has actively induced, under U.S.C. § 271(b), its distributors, customers, subsidiaries, importers, and/or consumers that import, purchase, or sell the



Accused Products that include or are made using all of the limitations of one or more claims of the '310 patent to directly infringe one or more claims of the '310 patent by using, offering for sale, selling, and/or importing the Accused Products. Since at least the notice provided on the above-mentioned date, Amazon does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '310 patent. On information and belief, Amazon intends to cause, and has taken affirmative steps to induce, infringement by distributors, importers, customers, subsidiaries, and/or consumers by at least, *inter alia*, creating advertisements that promote the infringing use of the Accused Products, creating and/or maintaining established distribution channels for the Accused Products into and within the United States, manufacturing the Accused Products in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, testing ZigBee and Z-Wave protocol features in the Accused Products, and/or providing technical support, replacement parts, or services for these products to purchasers in the United States. *See, e.g., ZigBee: Connect Your Devices Locally Using Zigbee*, AMAZON ALEXA, <https://developer.amazon.com/en-US/alexa/devices/connected-devices/development-resources/zigbee> (last visited May 25, 2021).

103. On information and belief, despite having knowledge of the '310 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the '310 patent, Amazon has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Amazon's infringing activities relative to the '310 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

104. Stingray has been damaged as a result of Amazon's infringing conduct described in this Count. Each Defendant is thus, jointly and severally, liable to Stingray in an amount that adequately compensates Stingray for Amazon's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**COUNT III**

(INFRINGEMENT OF U.S. PATENT NO. 6,980,537)

105. Plaintiff incorporates paragraphs 1 through 104 herein by reference.

106. Plaintiff is the assignee of the '537 patent, entitled "Method and Apparatus for Communication Network Cluster Formation and Transmission of Node Link Status Messages with Reduced Protocol Overhead Traffic," with ownership of all substantial rights in the '537 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

107. The '537 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '537 patent issued from U.S. Patent Application No. 09/709,502.

108. Amazon has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the '537 patent in this District and elsewhere in Texas and the United States.

109. On information and belief, Amazon designs, develops, manufactures, assembles, and markets smart home devices configured to utilize ZigBee, Z-Wave, and Wi-Fi protocols such as the Accused Products, including via Amazon.com's subsidiaries, such as Defendants Amazon Services, Ring, eero, and Blink, affiliates, partners, distributors, retailers, customers, and consumers.

110. Amazon directly infringes the '537 patent via 35 U.S.C. § 271(a) by making, offering for sale, selling, and/or importing the Accused Products, their components, and/or products

containing the same that incorporate the fundamental technologies covered by the '537 patent to, for example, its alter egos, agents, intermediaries, distributors, importers, customers, subsidiaries, affiliates, and/or consumers. Furthermore, on information and belief, Amazon sells and makes the Accused Products outside of the United States, delivers those products to its customers, distributors, and/or subsidiaries in the United States, or in the case that it delivers the Accused Products outside of the United States it does so intending and/or knowing that those products are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the '537 patent. *See, e.g., Lake Cherokee Hard Drive Techs., L.L.C. v. Marvell Semiconductor, Inc.*, 964 F. Supp. 2d 653, 658 (E.D. Tex. 2013) (denying summary judgment and allowing presentation to jury as to “whether accused products manufactured and delivered abroad but imported into the United States market by downstream customers ... constitute an infringing sale under § 271(a)”).

111. Furthermore, Amazon directly infringes the '537 patent through its direct involvement in the activities of its subsidiaries, including Amazon Services, Ring, eero, and Blink, including by selling and offering for sale the Accused Products in the U.S. directly for Amazon.com and importing the Accused Products into the United States for Amazon.com. On information and belief, Amazon's subsidiaries and affiliates conduct activities that constitutes direct infringement of the '537 patent under 35 U.S.C. § 271(a) by making, offering for sale, selling, and/or importing those Accused Products. Amazon is vicariously liable for this infringing conduct of its subsidiaries and affiliates, including Defendants Amazon Services, Ring, eero, and Blink (under both the alter ego and agency theories) because, as an example and on information and belief, Amazon.com, Amazon Services, Ring, eero, and Blink are essentially the same company. Amazon.com has the

right and ability to control other subsidiaries' infringing acts (including those activities of Amazon Services, Ring, eero, and Blink) and receives a direct financial benefit from their infringement.

112. For example, Amazon infringes claim 16 of the '537 patent via the Accused Products such as the Ring home security products, e.g., base station, keypad, contact sensors, motion detectors, range extender, flood & freeze sensor, smoke & CO listener, panic button, which utilize the Z-Wave protocol.

113. The Accused Products implement the "method of configuring a network communication unit to transmit and receive messages" within "a communications network including a plurality of communication units, wherein at least one of those units is designated as a member unit for transmitting and receiving messages and at least one of those units is designated as a routing unit for routing said messages from said member units" of claim 16. Each of the Accused Products utilizes Z-Wave protocol. Z-Wave protocol is a low bandwidth half duplex protocol, the main purpose of which is to communicate short control messages between nodes in a network. *See SILICON LABS, supra.*

114. The Accused Products examine network connectivity information relating to said communication unit and corresponding neighboring units stored in a storage unit of said communication unit and identifying neighboring units that are isolated from communications with remaining neighboring units of said communication unit. For example, by utilizing Z-Wave protocol, the Accused Products get information about the state of each node in a network (i.e., examine network connectivity information) including the number of neighboring units a node has registered. Further, Z-Wave protocol isolates a new node from joining a network of neighboring nodes until a primary controller is designated.

115. The Accused Products designate said communication unit as said routing unit in response to determining that said communication unit communicates with at least one neighboring unit that is isolated from communications with remaining neighboring units of said communication unit, wherein said communication unit designation as said routing unit is fixed for routing subsequent network messages. For example, by utilizing Z-Wave protocol, the Accused Products can set themselves to a SUC ID server, enabling them to include or exclude other nodes (i.e., communicated with neighboring isolated units). Further, Z-Wave protocol allows controllers such as the Accused Products to pass on routes to other units in order to enable them to transmit routed signals (i.e., fix routing unit for routing subsequent network messages).

116. The Accused Products re-evaluate said communication unit designation in response to connectivity changes in said network. For example, by utilizing Z-Wave protocol, the Accused Products can add controllers (i.e., a connectivity change) to the network and then give a new controller the primary controller role (i.e., re-evaluate unit designation).

117. The technology discussion above and the exemplary Accused Products provide context for Plaintiff's infringement allegations.

118. At a minimum, Amazon has known of the '537 patent at least as early as the filing date of this complaint. In addition, Amazon has known about the '537 patent since at least its receipt of a letter from Harris Corporation ("Harris") dated May 2, 2018, regarding infringement of Harris' patent portfolio. The letter specifically references the '537 patent and notifies Amazon of its infringing use of "wireless communication networks, network management/security, as well as innovations pertinent to the IEEE 802 and Zigbee standard," in at least the Amazon Echo Plus product.

119. On information and belief, since at least the above-mentioned date when Amazon was on notice of its infringement, Amazon has actively induced, under U.S.C. § 271(b), its distributors, customers, subsidiaries, importers, and/or consumers that import, purchase, or sell the Accused Products that include or are made using all of the limitations of one or more claims of the '537 patent to directly infringe one or more claims of the '537 patent by using, offering for sale, selling, and/or importing the Accused Products. Since at least the notice provided on the above-mentioned date, Amazon does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '537 patent. On information and belief, Amazon intends to cause, and has taken affirmative steps to induce, infringement by distributors, importers, customers, subsidiaries, and/or consumers by at least, *inter alia*, creating advertisements that promote the infringing use of the Accused Products, creating and/or maintaining established distribution channels for the Accused Products into and within the United States, manufacturing the Accused Products in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, testing ZigBee and Z-Wave protocol features in the Accused Products, and/or providing technical support, replacement parts, or services for these products to purchasers in the United States. *See, e.g., Understanding Z-Wave and Mesh Networks*, RING, <https://support.ring.com/hc/en-us/articles/360001263166> (“Z-Wave is a wireless communication protocol that your Ring Alarm devices use to speak to the Base Station.”) (last visited May 25, 2021).

120. On information and belief, despite having knowledge of the '537 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the '537 patent, Amazon has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Amazon's infringing activities relative to the '537 patent have been,

and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

121. Stingray has been damaged as a result of Amazon's infringing conduct described in this Count. Each Defendant is thus, jointly and severally, liable to Stingray in an amount that adequately compensates Stingray for Amazon's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

#### **COUNT IV**

(INFRINGEMENT OF U.S. PATENT NO. 7,027,426)

122. Plaintiff incorporates paragraphs 1 through 121 herein by reference.

123. Plaintiff is the assignee of the '426 patent, entitled "Multi-channel Mobile Ad Hoc Network," with ownership of all substantial rights in the '426 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringements.

124. The '426 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code. The '426 patent issued from U.S. Patent Application No. 10/212,594.

125. Amazon has and continues to directly and/or indirectly infringe (by inducing infringement) one or more claims of the '426 patent in this District and elsewhere in Texas and the United States.

126. On information and belief, Amazon designs, develops, manufactures, assembles, and markets smart home devices configured to utilize ZigBee, Z-Wave, and Wi-Fi protocols such as the Accused Products, including via Amazon.com's subsidiaries, such as Defendants Amazon Services, Ring, eero, and Blink, affiliates, partners, distributors, retails, customers, and consumers.

127. Amazon directly infringes the '426 patent via 35 U.S.C. § 271(a) by making, offering for sale, selling, and/or importing the Accused Products, their components, and/or products containing the same that incorporate the fundamental technologies covered by the '426 patent to, for example, its alter egos, agents, intermediaries, distributors, importers, customers, subsidiaries, affiliates, and/or consumers. Furthermore, on information and belief, Amazon sells and makes the Accused Products outside of the United States, delivers those products to its customers, distributors, and/or subsidiaries in the United States, or in the case that it delivers the Accused Products outside of the United States it does so intending and/or knowing that those products are destined for the United States and/or designing those products for sale in the United States, thereby directly infringing the '426 patent. *See, e.g., Lake Cherokee Hard Drive Techs., L.L.C. v. Marvell Semiconductor, Inc.*, 964 F. Supp. 2d 653, 658 (E.D. Tex. 2013) (denying summary judgment and allowing presentation to jury as to “whether accused products manufactured and delivered abroad but imported into the United States market by downstream customers ... constitute an infringing sale under § 271(a)”).

128. Furthermore, Amazon directly infringes the '426 patent through its direct involvement in the activities of its subsidiaries, including Amazon Services, Ring, eero, and Blink, including by selling and offering for sale the Accused Products in the U.S. directly for Amazon.com and importing the Accused Products into the United States for Amazon.com. On information and belief, Amazon's subsidiaries and affiliates conduct activities that constitutes direct infringement of the '426 patent under 35 U.S.C. § 271(a) by making, offering for sale, selling, and/or importing those Accused Products. Amazon is vicariously liable for this infringing conduct of its subsidiaries and affiliates, including Defendants Amazon Services, Ring, eero, and Blink (under both the alter ego and agency theories) because, as an example and on information and belief, Amazon.com,



Amazon Services, Ring, eero, and Blink are essentially the same company. Amazon.com has the right and ability to control other subsidiaries' infringing acts (including those activities of Amazon Services, Ring, eero, and Blink) and receives a direct financial benefit from their infringement.

129. For example, Amazon infringes claim 8 of the '426 patent via the Accused Products such as Amazon Echo (4<sup>th</sup> Gen), Echo Show 10 (3<sup>rd</sup> Gen), eero 6 systems, Ring home security products, e.g., base station, keypad, contact sensors, motion detectors, range extender, flood & freeze sensor, smoke & CO listener, panic button, which utilize ZigBee and/or Z-Wave protocols.

130. The Accused Products implement the "method for operating a mobile ad hoc network comprising a plurality of wireless mobile nodes and a plurality of wireless communication links connecting the plurality of nodes together over a plurality of electrically separate wireless channels" of claim 8. Each of the Accused Products utilizes ZigBee and/or Z-Wave protocols. ZigBee protocols are based on the IEEE 802.15.4 standard and involve communication between two or more devices on a wireless channel. *See* THE ZIGBEE ALLIANCE, *supra*. Z-Wave protocol is a low bandwidth half duplex protocol, the main purpose of which is to communicate short control messages between nodes in a network. *See* SILICON LABS, *supra*.

131. The Accused Products, at a source node, send a route request over each of the plurality of electrically separate channels to discover routing to a destination node. For example, by utilizing ZigBee protocols, the Accused Products use route request commands, route request identifiers, and route reply commands to discover routing to the destination node. Moreover, by utilizing Z-Wave protocol, the Accused Products use Ad-Hoc On-demand Distance Vector ("AODV") routing, which discovers routes from source to destination nodes.

132. The Accused Products, at the source node, select a route to the destination node on at least one of the plurality of electrically separate channels. For example, by utilizing ZigBee

protocols, the Accused Products select a route for relayed messages to a destination device by choosing a route with the lowest path cost among multiple routes (i.e., a plurality of electrically separate channels) Moreover, by utilizing Z-Wave protocol, the Accused Products choose a route between a sender and destination node based on a Last Working Route list, which contains a plurality of routes (i.e., electrically separate channels) between nodes.

133. The technology discussion above and the exemplary Accused Products provide context for Plaintiff's infringement allegations.

134. At a minimum, Amazon has known of the '426 patent at least as early as the filing date of this complaint. In addition, Amazon has known about the '426 patent since at least its receipt of a letter from Harris Corporation ("Harris") dated May 2, 2018, regarding infringement of Harris' patent portfolio. The letter specifically references the '426 patent and notifies Amazon of its infringing use of "wireless communication networks, network management/security, as well as innovations pertinent to the IEEE 802 and Zigbee standard," in at least the Amazon Echo Plus product.

135. On information and belief, since at least the above-mentioned date when Amazon was on notice of its infringement, Amazon has actively induced, under U.S.C. § 271(b), its distributors, customers, subsidiaries, importers, and/or consumers that import, purchase, or sell the Accused Products that include or are made using all of the limitations of one or more claims of the '426 patent to directly infringe one or more claims of the '426 patent by using, offering for sale, selling, and/or importing the Accused Products. Since at least the notice provided on the above-mentioned date, Amazon does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '426 patent. On information and belief, Amazon intends to cause, and has taken affirmative steps to induce, infringement by distributors, importers,

customers, subsidiaries, and/or consumers by at least, *inter alia*, creating advertisements that promote the infringing use of the Accused Products, creating and/or maintaining established distribution channels for the Accused Products into and within the United States, manufacturing the Accused Products in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, testing ZigBee and Wi-Fi protocol features in the Accused Products, and/or providing technical support, replacement parts, or services for these products to purchasers in the United States. *See, e.g., ZigBee: Connect Your Devices Locally Using Zigbee*, AMAZON ALEXA, <https://developer.amazon.com/en-US/alexa/devices/connected-devices/development-resources/zigbee> (last visited May 25, 2021).

136. On information and belief, despite having knowledge of the '426 patent and knowledge that it is directly and/or indirectly infringing one or more claims of the '426 patent, Amazon has nevertheless continued its infringing conduct and disregarded an objectively high likelihood of infringement. Amazon's infringing activities relative to the '426 patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical infringement such that Plaintiff is entitled under 35 U.S.C. § 284 to enhanced damages up to three times the amount found or assessed.

137. Stingray has been damaged as a result of Amazon's infringing conduct described in this Count. Each Defendant is thus, jointly and severally, liable to Stingray in an amount that adequately compensates Stingray for Amazon's infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

## CONCLUSION

138. Plaintiff is entitled to recover from Defendants the damages sustained by Plaintiff as a result of Defendants' wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court.

139. Plaintiff has incurred and will incur attorneys' fees, costs, and expenses in the prosecution of this action. The circumstances of this dispute may give rise to an exceptional case within the meaning of 35 U.S.C. § 285, and Plaintiff is entitled to recover its reasonable and necessary attorneys' fees, costs, and expenses.

#### **JURY DEMAND**

140. Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

#### **PRAYER FOR RELIEF**

141. Plaintiff requests that the Court find in its favor and against Defendants, and that the Court grant Plaintiff the following relief:

1. A judgment that Defendants have infringed the Asserted Patents as alleged herein, directly and/or indirectly by way of inducing infringement of such patents;
2. A judgment for an accounting of damages sustained by Plaintiff as a result of the acts of infringement by Defendants;
3. A judgment and order requiring Defendants to pay Plaintiff damages under 35 U.S.C. § 284, including up to treble damages as provided by 35 U.S.C. § 284, and any royalties determined to be appropriate;
4. A judgment and order requiring Defendants to pay Plaintiff pre-judgment and post-judgment interest on the damages awarded;

5. A judgment and order finding this to be an exceptional case and requiring Defendants to pay the costs of this action (including all disbursements) and attorneys' fees as provided by 35 U.S.C. § 285; and
6. Such other and further relief as the Court deems just and equitable.

Dated: June 1, 2021

Respectfully submitted,

/s/ Jeffrey R. Bragalone by permission  
Wesley Hill

Jeffrey R. Bragalone (lead attorney)

Texas Bar No. 02855775

Terry A. Saad

Texas Bar No. 24066015

Marcus Benavides

Texas Bar No. 24035574

Hunter S. Palmer

Texas Bar No. 24080748

**BRAGALONE OLEJKO SAAD PC**

2200 Ross Avenue

Suite 4600W

Dallas, TX 75201

Tel: (214) 785-6670

Fax: (214) 785-6680

jbragalone@bosfirm.com

tsaad@bosfirm.com

mbenavides@bosfirm.com

hpalmer@bosfirm.com

Wesley Hill

Texas Bar No. 24032294

**WARD, SMITH, & HILL, PLLC**

P.O. Box 1231

Longview, TX 75606

Tel: (903) 757-6400

Fax: (903) 757-2323

wh@wsfirm.com

**ATTORNEYS FOR PLAINTIFF  
STINGRAY IP SOLUTIONS, LLC**