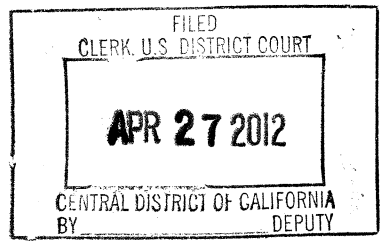


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Craig S. Summers (SBN 108,688)  
craig.summers@kmob.com  
Joseph S. Cianfrani (SBN 196,186)  
joe.cianfrani@kmob.com  
Irfan A. Lateef (SBN 204,004)  
irfan.lateef@kmob.com  
Brian C. Claassen (SBN 253,627)  
brian.claassen@kmob.com

**KNOBBE, MARTENS, OLSON & BEAR, LLP**  
2040 Main Street, 14th Floor  
Irvine, CA 92614  
Phone: (949) 760-0404  
Facsimile: (949) 760-9502

Attorneys for Plaintiff  
**INTOUCH TECHNOLOGIES, INC.**  
**D/B/A INTOUCH HEALTH**



IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

INTOUCH TECHNOLOGIES, INC.  
D/B/A INTOUCH HEALTH, a  
Delaware corporation,  
  
Plaintiff,  
  
v.  
  
VGO COMMUNICATIONS, INC., a  
Delaware corporation,  
  
Defendant.

Case No. CV 11-9185 PA (AJWx)  
**FIRST AMENDED COMPLAINT  
FOR PATENT INFRINGEMENT**  
**DEMAND FOR JURY TRIAL**

AND RELATED COUNTERCLAIMS

The Honorable Percy Anderson

1 Plaintiff InTouch Technologies, Inc. d/b/a InTouch Health (“Plaintiff” or  
2 “InTouch”) for its Complaint against Defendant VGo Communications, Inc.  
3 (“Defendant” or “VGo Communications”), alleges as follows:

4 **I. THE PARTIES**

5 1. Plaintiff InTouch is a Delaware corporation having a principal place  
6 of business at 6330 Hollister Avenue, Santa Barbara, California 93117.

7 2. Upon information and belief, Defendant VGo Communications is a  
8 corporation organized and existing under the laws of the State of Delaware,  
9 having a principal place of business at 100 Innovative Way, Suite 3321, Nashua,  
10 New Hampshire 03062.

11 3. Upon information and belief, VGo Communications conducts  
12 business in this Judicial District, and has committed acts of infringement in this  
13 District. Specifically, at least Glendale Adventist Medical Center in Glendale,  
14 California is a user of the VGo robot system.

15 **II. JURISDICTION AND VENUE**

16 4. This is a civil action for patent infringement arising under the patent  
17 laws of the United States, 35 U.S.C. §§ 100, *et seq.*, more particularly 35 U.S.C.  
18 § 271 and § 281.

19 5. This Court has subject matter jurisdiction pursuant to 28 U.S.C.  
20 §§ 1331 and 1338(a).

21 6. Venue is proper in this Judicial District pursuant to 28 U.S.C.  
22 §§ 1391(b), (c), and 1400(b).

23 **III. CLAIMS FOR PATENT INFRINGEMENT**

24 **FIRST CLAIM FOR RELIEF**

25 **(Infringement of U.S. Patent No. 6,925,357)**

26 7. InTouch realleges and reincorporates the allegations set forth in  
27 paragraphs 1 through 6.

28 8. InTouch is the owner by assignment of U.S. Patent No. 6,925,357

1 entitled "Medical Tele-Robotic System" ("the '357 Patent"), which the United  
2 States Patent and Trademark Office lawfully and duly issued on August 2, 2005.  
3 On May 11, 2010 the United States Patent and Trademark Office issued a  
4 reexamination certificate for the '357 Patent. A copy of the '357 Patent with its  
5 reexamination certificate is attached hereto as Exhibit 1.

6 9. VGo Communications has in the past and is currently directly  
7 infringing the '357 Patent by, without authority, making, using, offering to sell, or  
8 selling, within the United States, or importing into the United States, certain  
9 products that embody one or more claims of the '357 Patent, including without  
10 limitation the VGo robot system. The VGo robot system infringes several claims  
11 of the '357 Patent, including, but not limited to, at least claims 79 and 83. VGo  
12 Communications' acts constitute direct infringement of the '357 Patent in  
13 violation of 35 U.S.C. § 271(a).

14 10. VGo Communications actively induces infringement of the '357  
15 Patent in violation of 35 U.S.C. § 271(b). VGo Communications had knowledge  
16 of the '357 Patent at least as early as September 28, 2010. On information and  
17 belief, with knowledge of the patent, VGo Communications provided instructions  
18 in a User's Guide for others, such as customers and other end-users, to use the  
19 VGo robot systems to directly infringe at least claims 79 and 83 of the '357  
20 Patent. For example, the VGo robot system is a mobile robot that has a camera  
21 and a monitor. VGo Communications provides instructions for a customer to use  
22 a first remote station and a second remote station to access the VGo robot. The  
23 VGo robot system also includes an arbitrator that can control access to the mobile  
24 robot by the first and second remote stations as claimed. Furthermore, upon  
25 information and belief, VGo Communications knew that these instructions and  
26 activities would cause direct infringement of the '357 Patent by its customers.

27 11. VGo Communications is also in violation of 35 U.S.C. § 271(c) for  
28 contributing to the direct infringement of the '357 Patent by others, such as

1 customers and other end-users of VGo robots. VGo Communications had  
2 knowledge of the '357 Patent at least as early as September 28, 2010. VGo  
3 Communications is a contributory infringer because, among other things, it offers  
4 to sell and/or sells within the United States, components of infringing robot  
5 systems, including but not limited to the VGo robot, remote user software, and  
6 VGoNet service, that constitute material parts of at least claims 79 and 83 of the  
7 '357 Patent. These components are not staple articles or commodities of  
8 commerce suitable for substantial non-infringing use, and, upon information and  
9 belief, are known by VGo Communications to be especially made or especially  
10 adapted for use in infringement of the '357 Patent. For example, VGo  
11 Communications offers to sell and/or sells within the United States the VGo  
12 robot, a mobile robot that has a camera and a monitor, remote user software for a  
13 customer to install on a first and second remote station that can access the mobile  
14 robot, and the VGoNet service that are material parts of at least claims 79 and 83  
15 of the '357 Patent. Upon information and belief, such components are used by  
16 others, including customers and other end-users of VGo robots, in connection  
17 with infringing robot systems in the United States, thereby constituting direct  
18 infringement of the '357 Patent. Upon information and belief, VGo  
19 Communications knew that the offer for sale, sale, importation, or use of such  
20 components would constitute an infringement.

21 12. Upon information and belief, the infringement by VGo  
22 Communications has been willful, intentional and deliberate with full knowledge  
23 of the '357 Patent, entitling InTouch to enhanced damages under 35 U.S.C. § 284  
24 and attorneys' fees and non-taxable costs under 35 U.S.C. § 285. VGo  
25 Communications had knowledge of the '357 Patent at least as early as  
26 September 28, 2010 and continued to infringe despite an objectively high  
27 likelihood that at least its VGo robot system infringed the '357 Patent. The risk  
28 of infringement of the '357 Patent was either known to VGo Communications or

1 so obvious that it should have been known.

2 13. Upon information and belief, InTouch has been and will continue to  
3 be injured by VGo Communications' infringement of the '357 Patent, and such  
4 acts will continue unless VGo Communications is enjoined therefrom.

5 14. Upon information and belief, VGo Communications has derived,  
6 received, and will continue to derive and receive gains, profits and advantages  
7 from the aforesaid acts of infringement in an amount that is not presently known  
8 to InTouch. By reason of the aforesaid infringing acts, InTouch has been  
9 damaged, and is entitled to monetary relief in an amount to be proven at trial.

10 **SECOND CLAIM FOR RELIEF**

11 **(Infringement of U.S. Patent No. 6,346,962)**

12 15. InTouch realleges and reincorporates the allegations set forth in  
13 paragraphs 1 through 14.

14 16. InTouch is the owner by assignment of U.S. Patent No. 6,346,962  
15 entitled "Control of Video Conferencing System with Pointing Device" ("the  
16 '962 Patent"), which the United States Patent and Trademark Office lawfully and  
17 duly issued on February 12, 2002. A copy of the '962 Patent is attached hereto as  
18 Exhibit 2.

19 17. Upon information and belief, VGo Communications has in the past  
20 and is currently directly infringing the '962 Patent by, without authority, making,  
21 using, offering to sell, or selling, within the United States, or importing into the  
22 United States, certain products that embody one or more claims of the '962  
23 Patent, including without limitation the VGo robot system. The VGo robot  
24 system infringes several claims of the '962 Patent, including, but not limited to, at  
25 least claims 1 and 8. VGo Communications' acts constitute direct infringement  
26 of the '962 Patent in violation of 35 U.S.C. § 271.

27 18. VGo Communications actively induces infringement of the '962  
28 Patent in violation of 35 U.S.C. § 271(b). VGo Communications had knowledge

1 of the '962 Patent at least as early as September 28, 2010. On information and  
2 belief, with knowledge of the patent, VGo Communications provided instructions  
3 in a User's Guide for others, such as customers and other end-users, to use VGo  
4 robot systems to infringe at least claim 8 of the '962 Patent. For example, the  
5 VGo robot system is a system for controlling operations of a video conferencing  
6 system. The VGo robot includes a camera capable of remote control operation.  
7 VGo Communications provides instructions for a customer to install a personal  
8 computer application for controlling the camera. In at least the "Look Around"  
9 mode, the infringing system includes the claimed means for controlling in real  
10 time the operation of the camera, actuating the camera, and stopping motion of  
11 the camera. Furthermore, upon information and belief, VGo Communications  
12 knew that these instructions and activities would cause direct infringement of the  
13 '962 Patent by its customers using the VGo robot systems.

14 19. VGo Communications is also in violation of 35 U.S.C. § 271(c) for  
15 contributing to the direct infringement of the '962 Patent by others, such as  
16 customers and other end-users of VGo robots. VGo Communications had  
17 knowledge of the '962 Patent at least as early as September 28, 2010. VGo  
18 Communications is a contributory infringer because, among other things, it offers  
19 to sell and/or sells within the United States, components of infringing systems for  
20 controlling operations of video conferencing systems, including but not limited to  
21 the VGo robot, user software, and VGoNet service, that constitute material parts  
22 of at least claims 1 and 8 of the '962 Patent. These components are not staple  
23 articles or commodities of commerce suitable for substantial non-infringing use,  
24 and, upon information and belief, are known by VGo Communications to be  
25 especially made or especially adapted for use in infringement of the '962 Patent.  
26 For example, VGo Communications offers to sell and/or sells within the United  
27 States the VGo robot with a camera capable of remote control operation, remote  
28 user software for a customer to install, and the VGoNet service that are material

1 parts of at least claims 1 and 8 of the '962 Patent. Upon information and belief,  
2 such components are used by others, including customers and other end-users of  
3 VGo robots, in connection infringing systems in the United States, thereby  
4 constituting direct infringement of the '962 Patent. Upon information and belief,  
5 VGo Communications knew that the offer for sale, sale, importation, or use of  
6 such components would constitute an infringement.

7 20. Upon information and belief, the infringement by VGo  
8 Communications has been willful, intentional and deliberate with full knowledge  
9 of the '962 Patent, entitling InTouch to enhanced damages under 35 U.S.C. § 284  
10 and attorneys' fees and non-taxable costs under 35 U.S.C. § 285. VGo  
11 Communications had knowledge of the '962 Patent at least as early as  
12 September 28, 2010 and continued to infringe despite an objectively high  
13 likelihood that at least its VGo robot system infringed the '962 Patent. The risk  
14 of infringement of the '962 Patent was either known to VGo Communications or  
15 so obvious that it should have been known.

16 21. Upon information and belief, InTouch has been and will continue to  
17 be injured by VGo Communications' infringement of the '962 Patent, and such  
18 acts will continue unless VGo Communications is enjoined therefrom.

19 22. Upon information and belief, VGo Communications has derived,  
20 received, and will continue to derive and receive gains, profits and advantages  
21 from the aforesaid acts of infringement in an amount that is not presently known  
22 to InTouch. By reason of the aforesaid infringing acts, InTouch has been  
23 damaged, and is entitled to monetary relief in an amount to be proven at trial.

24 **THIRD CLAIM FOR RELIEF**

25 **(Infringement of U.S. Patent No. 7,289,883)**

26 23. InTouch realleges and reincorporates the allegations set forth in  
27 paragraphs 1 through 22.

28 24. InTouch is the owner by assignment of U.S. Patent No. 7,289,883



1 entitled "Apparatus and Method for Patient Rounding with a Remote Controlled  
2 Robot" ("the '883 Patent"), which the United States Patent and Trademark Office  
3 lawfully and duly issued on October 30, 2007. A copy of the '883 Patent is  
4 attached hereto as Exhibit 3.

5 25. Upon information and belief, VGo Communications has in the past  
6 and is currently directly infringing the '883 Patent by, without authority, making,  
7 using, offering to sell, or selling, within the United States, or importing into the  
8 United States, certain products that embody or perform one or more claims of the  
9 '883 Patent, including without limitation, the VGo robot system. The VGo robot  
10 system infringes several claims of the '883 Patent, including, but not limited to, at  
11 least claims 1, 2, 5, and 10. VGo Communications' acts constitute direct  
12 infringement of the '883 Patent in violation of 35 U.S.C. § 271.

13 26. VGo Communications actively induces infringement of the '883  
14 Patent in violation of 35 U.S.C. § 271(b). VGo Communications had knowledge  
15 of the '883 Patent at least as of December 22, 2011. On information and belief,  
16 with knowledge of the patent, VGo Communications provides instructions in a  
17 User's Guide, its website, and a white paper entitled "Extending the Reach of  
18 Care" for others, such as customers and other end-users, to use VGo robot  
19 systems to infringe at least claims 1, 2, 3, 4, 5, 6, 7, and 10 of the '883 Patent.  
20 For example, the VGo robot system is used for viewing a patient and generates  
21 input commands at a remote station for moving a robot. The VGo robot system  
22 transmits robot movement input commands and receives the robot movement  
23 input commands at the VGo robot. The VGo robot includes a camera and a  
24 microphone. VGo Communications' customers and other end users are induced  
25 by VGo to move the camera to view a patient. The VGo robot system transmits  
26 an image of the patient and a sound of the patient from the robot to the remote  
27 station. VGo Communications provides instructions for a customer to install a  
28 personal computer application for controlling the robot and the camera.



1 Furthermore, upon information and belief, VGo Communications provided  
2 instructions and systems for transmitting patient image and sound data from the  
3 robot to the remote computer. Upon information and belief, VGo  
4 Communications knows that these instructions and activities will cause direct  
5 infringement of the '883 Patent by its customers using the VGo robot systems.

6 27. VGo Communications is also in violation of 35 U.S.C. § 271(c) for  
7 contributing to the direct infringement of the '883 Patent by others, such as  
8 customers and other end-users of VGo robots. VGo Communications had  
9 knowledge of the '883 Patent at least as of December 22, 2011. VGo  
10 Communications is a contributory infringer because, among other things, it offers  
11 to sell and/or sells within the United States, components of infringing systems for  
12 viewing a patient, including but not limited to, the VGo robot, user software, and  
13 VGoNet service, that constitute or perform material parts of at least claim 1 of the  
14 '883 Patent. These components are not staple articles or commodities of  
15 commerce suitable for substantial non-infringing use, and, upon information and  
16 belief, are known by VGo Communications to be especially made or especially  
17 adapted for use in infringement of the '883 Patent. For example, VGo  
18 Communications offers to sell and/or sells within the United States the VGo robot  
19 with a camera and microphone capable of remote control operation, remote user  
20 software for a customer to install, and the VGoNet service that are material parts  
21 of at least claims 1, 2, 3, 4, 5, 6, 7, and 10 of the '883 Patent. Upon information  
22 and belief, such components are used by others, including customers and other  
23 end-users of VGo robots, in connection with infringing systems in the United  
24 States, thereby constituting direct infringement of the '883 Patent. Upon  
25 information and belief, VGo Communications knows that the offer for sale, sale,  
26 importation, or use of such components will constitute an infringement.

27 28. Upon information and belief, the infringement by VGo  
28 Communications is willful, intentional and deliberate with full knowledge of the

1 '883 Patent, entitling InTouch to enhanced damages under 35 U.S.C. § 284 and  
2 attorneys' fees and non-taxable costs under 35 U.S.C. § 285. VGo  
3 Communications had knowledge of the '883 Patent at least as of December 22,  
4 2011 and is continuing to infringe despite an objectively high likelihood that its  
5 VGo robot system infringes one or more claims of the '883 Patent. The risk of  
6 infringement of the '883 Patent was either known to VGo Communications or is  
7 so obvious that it should have been known.

8 29. Upon information and belief, InTouch has been and will continue to  
9 be injured by VGo Communications' infringement of the '883 Patent, and such  
10 acts will continue unless VGo Communications is enjoined therefrom. Upon  
11 information and belief, VGo Communications has derived, received, and will  
12 continue to derive and receive gains, profits and advantages from the aforesaid  
13 acts of infringement in an amount that is not presently known to InTouch. By  
14 reason of the aforesaid infringing acts, InTouch has been damaged, and is entitled  
15 to monetary relief in an amount to be proven at trial.

16 **FOURTH CLAIM FOR RELIEF**

17 **(Infringement of U.S. Patent No. 7,310,570)**

18 30. InTouch realleges and reincorporates the allegations set forth in  
19 paragraphs 1 through 29.

20 31. InTouch is the owner by assignment of U.S. Patent No. 7,310,570  
21 entitled "Medical Tele-Robotic System" ("the '570 Patent"), which the United  
22 States Patent and Trademark Office lawfully and duly issued on December 18,  
23 2007. A copy of the '570 Patent is attached hereto as Exhibit 4.

24 32. Upon information and belief, VGo Communications has in the past  
25 and is currently directly infringing the '570 Patent by, without authority, making,  
26 using, offering to sell, or selling, within the United States, or importing into the  
27 United States, certain products that embody or perform one or more claims of the  
28 '570 Patent, including without limitation, the VGo robot system. The VGo robot

1 system infringes several claims of the '570 Patent, including, but not limited to, at  
2 least claims 1, 2, 3, 4, 5, and 6.. VGo Communications' acts constitute direct  
3 infringement of the '570 Patent in violation of 35 U.S.C. § 271(a).

4 33. VGo Communications actively induces infringement of the '570  
5 Patent in violation of 35 U.S.C. § 271(b). VGo Communications had knowledge  
6 of the '570 Patent at least as of April 9, 2012. On information and belief, with  
7 knowledge of the patent, VGo Communications provides instructions in a User's  
8 Guide, website, and a white paper entitled "Extending the Reach of Care" for  
9 others, such as customers and other end-users, to use the VGo robot systems to  
10 directly infringe at least claims 1, 2, 3, 4, 5, 6, 7, 8, and 9 of the '570 Patent. For  
11 example, the VGo robot system is a mobile robot that has a camera and a  
12 monitor. VGo Communications provides instructions for a customer to use a  
13 mobile VGo robot system in a patient's home and control the robot from a remote  
14 station. The VGo robot system transmits an image of an operator from a remote  
15 station to the mobile robot and the image is displayed on the monitor as claimed.  
16 Further, VGo Communications provides instructions for transmitting a command  
17 from the remote station to move the mobile robot within a patient's room or home  
18 and capturing an image of the patient for transmittal to the remote station. Upon  
19 information and belief, VGo Communications knows that these instructions and  
20 activities will cause direct infringement of the '570 Patent by its customers.

21 34. VGo Communications is also in violation of 35 U.S.C. § 271(c) for  
22 contributing to the direct infringement of the '570 Patent by others, such as  
23 customers and other end-users of VGo robots. VGo Communications had  
24 knowledge of the '570 Patent at least as of April 9, 2012. VGo Communications  
25 is a contributory infringer because, among other things, it offers to sell and/or  
26 sells within the United States, components of infringing robot systems, including  
27 but not limited to the VGo robot, remote user software, and VGoNet service, that  
28 constitute or perform material parts of at least claim 1 of the '570 Patent. These

1 components are not staple articles or commodities of commerce suitable for  
2 substantial non-infringing use, and, upon information and belief, are known by  
3 VGo Communications to be especially made or especially adapted for use in  
4 infringement of the '570 Patent. For example, VGo Communications offers to  
5 sell and/or sells within the United States the VGo robot, which is a mobile robot,  
6 remote user software for a customer to install on a remote station that can access  
7 the mobile robot, and the VGoNet service that are material parts of at least claims  
8 1, 2, 3, 4, 5, 6, 7, 8, and 9 of the '570 Patent. Upon information and belief, such  
9 components are used by others, including customers and other end-users of VGo  
10 robots, in connection with infringing robot systems in the United States, thereby  
11 constituting direct infringement of the '570 Patent. Upon information and belief,  
12 VGo Communications knew that the offer for sale, sale, importation, or use of  
13 such components would constitute an infringement.

14 35. Upon information and belief, the infringement by VGo  
15 Communications is willful, intentional and deliberate with full knowledge of the  
16 '570 Patent, entitling InTouch to enhanced damages under 35 U.S.C. § 284 and  
17 attorneys' fees and non-taxable costs under 35 U.S.C. § 285. VGo  
18 Communications had knowledge of the '570 Patent at least as of April 9, 2012  
19 and is continuing to infringe despite an objectively high likelihood that at least its  
20 VGo robot system infringes the '570 Patent. The risk of infringement of the '570  
21 Patent was either known to VGo Communications or so obvious that it should  
22 have been known.

23 36. Upon information and belief, InTouch has been and will continue to  
24 be injured by VGo Communications' infringement of the '570 Patent, and such  
25 acts will continue unless VGo Communications is enjoined therefrom. Upon  
26 information and belief, VGo Communications has derived, received, and will  
27 continue to derive and receive gains, profits and advantages from the aforesaid  
28 acts of infringement in an amount that is not presently known to InTouch. By

1 reason of the aforesaid infringing acts, InTouch has been damaged, and is entitled  
2 to monetary relief in an amount to be proven at trial.

3 **FIFTH CLAIM FOR RELIEF**

4 **(Infringement of U.S. Patent No. 7,593,030)**

5 37. InTouch realleges and reincorporates the allegations set forth in  
6 paragraphs 1 through 36.

7 38. InTouch is the owner by assignment of U.S. Patent No. 7,593,030  
8 entitled "Tele-Robotic Videoconferencing in a Corporate Environment" ("the  
9 '030 Patent"), which the United States Patent and Trademark Office lawfully and  
10 duly issued on September 22, 2009. A copy of the '030 Patent is attached hereto  
11 as Exhibit 5.

12 39. VGo Communications has in the past and is currently directly  
13 infringing the '030 Patent by, without authority, making, using, offering to sell, or  
14 selling, within the United States, or importing into the United States, certain  
15 products that embody or perform one or more claims of the '030 Patent, including  
16 without limitation the VGo robot system. The VGo robot system infringes  
17 several claims of the '030 Patent, including, but not limited to, at least claims 1  
18 and 8. VGo Communications' acts constitute direct infringement of the '030  
19 Patent in violation of 35 U.S.C. § 271(a).

20 40. VGo Communications actively induces infringement of the '030  
21 Patent in violation of 35 U.S.C. § 271(b). VGo Communications had knowledge  
22 of the '030 Patent at least as early as September 28, 2010. On information and  
23 belief, with knowledge of the patent, VGo Communications provided instructions  
24 for others, such as customers and other end-users, to use the VGo robot systems  
25 to directly infringe at least claims 1 and 8 of the '030 Patent. For example, the  
26 VGo robot system is a robot that has a screen, a camera, a speaker and a  
27 microphone. VGo Communications provides instructions in a User's Guide,  
28 website, and white paper entitled "Supercharging Distributed Project Teams" for

1 a customer to use a mobile robot to conduct a business tele-conference by  
2 transmitting images and sound between the robot and a remote station. The  
3 instructions also induce customers to move the VGo robot system across a  
4 surface with at least a signal from a first remote station and a second remote  
5 station. The system also transmits images and sounds between the robot and the  
6 remote stations. Further, the VGo robot system arbitrates to control access to the  
7 robot by either the first remote station or the second remote station. Furthermore,  
8 upon information and belief, VGo Communications knew that these instructions  
9 and activities would cause direct infringement of the '030 Patent by its customers.

10 41. VGo Communications is also in violation of 35 U.S.C. § 271(c) for  
11 contributing to the direct infringement of the '030 Patent by others, such as  
12 customers and other end-users of VGo robots. VGo Communications had  
13 knowledge of the '030 Patent at least as early as September 28, 2010. VGo  
14 Communications is a contributory infringer because, among other things, it offers  
15 to sell and/or sells within the United States, components of infringing robot  
16 systems, including but not limited to, the VGo robot, remote user software, and  
17 VGoNet service, that constitute material parts of at least claims 1 and 8 of the  
18 '030 Patent. These components are not staple articles or commodities of  
19 commerce suitable for substantial non-infringing use, and, upon information and  
20 belief, are known by VGo Communications to be especially made or especially  
21 adapted for use in infringement of the '030 Patent. For example, VGo  
22 Communications offers to sell and/or sells within the United States the VGo  
23 robot, a mobile robot that has a screen, camera, speaker and a microphone,  
24 remote user software for a customer to install on a first and second remote station  
25 that can access the mobile robot, and the VGoNet service that are material parts  
26 of at least claims 1 and 8 of the '030 Patent. Upon information and belief, such  
27 components are used by others, including customers and other end-users of VGo  
28 robots, in connection with infringing robot systems in the United States, thereby



1 constituting direct infringement of the '030 Patent. Upon information and belief,  
2 VGo Communications knew that the offer for sale, sale, importation, or use of  
3 such components would constitute an infringement.

4 42. Upon information and belief, the infringement by VGo  
5 Communications has been willful, intentional and deliberate with full knowledge  
6 of the '030 Patent, entitling InTouch to enhanced damages under 35 U.S.C. § 284  
7 and attorneys' fees and non-taxable costs under 35 U.S.C. § 285. VGo  
8 Communications had knowledge of the '030 Patent at least as early as  
9 September 28, 2010 and continued to infringe despite an objectively high  
10 likelihood that at least its VGo robot system infringed the '030 Patent. The risk  
11 of infringement of the '030 Patent was either known to VGo Communications, or  
12 so obvious that it should have been known.

13 43. Upon information and belief, InTouch has been and will continue to  
14 be injured by VGo Communications' infringement of the '030 Patent, and such  
15 acts will continue unless VGo Communications is enjoined therefrom. Upon  
16 information and belief, VGo Communications has derived, received, and will  
17 continue to derive and receive gains, profits and advantages from the aforesaid  
18 acts of infringement in an amount that is not presently known to InTouch. By  
19 reason of the aforesaid infringing acts, InTouch has been damaged, and is entitled  
20 to monetary relief in an amount to be proven at trial.

21 **IV. PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff InTouch prays for judgment and seeks relief as  
23 follows:

24 A. An Order adjudging VGo Communications to have infringed the  
25 '357, '962, '883, '570, and '030 Patents;

26 B. A preliminary and permanent injunction pursuant to 35 U.S.C.  
27 § 283 enjoining VGo Communications, its officers, agents, servants,  
28 employees and attorneys, and those persons in active concert or



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participation with VGo Communications, from infringing the '357, '962, '883, '570, and '030 Patents;

C. An award of damages for VGo Communications' infringement of the '357, '962, '883, '570, and '030 Patents;

D. An Order adjudging VGo Communications' infringement of the '357, '962, '883, '570, and '030 Patents to be willful, and that this is an exceptional case under 35 U.S.C. § 285;

E. A trebling of the award of damages under 35 U.S.C. § 284, or such other enhancement of the award of damages the Court deems appropriate;

F. An assessment of prejudgment and post-judgment interest and costs against VGo Communications, together with an award of such interest and costs, pursuant to 35 U.S.C. § 284;


G. An award of attorneys' and non-taxable costs under 35 U.S.C. § 285;

H. An award of taxable costs; and

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

Respectfully submitted,  
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: April 23, 2012

By:   
\_\_\_\_\_  
Craig S. Summers  
Joseph S. Cianfrani  
Irfan A. Lateef  
Brian C. Claassen

Attorneys for Plaintiff  
INTOUCH TECHNOLOGIES, INC. D/B/A  
INTOUCH HEALTH


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**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff InTouch Technologies Inc. d/b/a InTouch Health demands a trial by jury of all issues raised by the pleadings which are triable by jury.

Respectfully submitted,  
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: April 23, 2012

By:   
\_\_\_\_\_  
Craig S. Summers  
Joseph S. Cianfrani  
Irfan A. Lateef  
Brian C. Claassen

Attorneys for Plaintiff  
INTOUCH TECHNOLOGIES, INC. D/B/A  
INTOUCH HEALTH

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