

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

**HONEYWELL INTERNATIONAL, INC.,**

Civil No. \_\_\_\_\_

Plaintiff,

vs.

**VENSTAR, INC.,**

**COMPLAINT AND  
DEMAND FOR JURY TRIAL**

Defendant.

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Honeywell International, Inc., (“Honeywell”), for its Complaint against Defendant Venstar, Inc., (“Venstar”) alleges as follows:

**PARTIES**

1. Honeywell is a corporation organized and existing under the laws of the state of Delaware, with its principal place of business at Morristown, New Jersey.

2. Defendant Venstar, on information and belief, is a corporation organized and existing under the laws of the state of California, with its principal place of business at 9250 Owensmouth Avenue, Chatsworth, California 91311.

### **JURISDICTION AND VENUE**

3. The claims alleged herein arise under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.*

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

5. This Court has personal jurisdiction over Defendant. Defendant transacts business in Minnesota and has committed acts of infringement in and beyond Minnesota causing injury to Plaintiff in Minnesota.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b), (c), and 1400(b).

### **BACKGROUND TO THE ACTION**

7. Honeywell, among other things, develops and sells innovative thermostats for home use that have novel user interface and programming features. Honeywell has obtained multiple patents on these features, including the patents asserted in this Complaint.

8. Plaintiff Honeywell is the lawful owner of United States Patent No. 7,320,110 (the “‘110 Patent”), which was duly and legally issued by the United States Patent and Trademark Office on January 15, 2008. The ‘110 Patent is entitled “Multiple Language User Interface For Thermal Comfort Controller”. A copy of the ‘110 Patent is attached hereto as Exhibit 1.

9. Plaintiff Honeywell is the lawful owner of United States Patent No. 6,621,507 (the “‘507 Patent”), which was duly and legally issued by the United States

Patent and Trademark Office on September 16, 2003. The '507 Patent is entitled "Multiple Language User Interface For Thermal Comfort Controller". A copy of the '507 Patent is attached hereto as Exhibit 2.

10. Plaintiff Honeywell is the lawful owner of United States Patent No. 7,306,165 (the "'165 Patent"), which was duly and legally issued by the United States Patent and Trademark Office on December 11, 2007. The '165 Patent is entitled "Graphical User Interface System For A Thermal Comfort Controller". A copy of the '165 Patent is attached hereto as Exhibit 3.

11. Plaintiff Honeywell is the lawful owner of United States Patent No. 7,360,717 (the "'717 Patent"), which was duly and legally issued by the United States Patent and Trademark Office on April 22, 2008. The '717 Patent is entitled "Graphical User Interface System For A Thermal Comfort Controller". A copy of the '717 Patent is attached hereto as Exhibit 4.

12. Plaintiff Honeywell is the lawful owner of United States Patent No. 6,595,430 (the "'430 Patent"), which was duly and legally issued by the United States Patent and Trademark Office on July 22, 2003. The '430 Patent is entitled "Graphical User Interface System For A Thermal Comfort Controller". A copy of the '430 Patent is attached hereto as Exhibit 5.

13. Plaintiff Honeywell is the lawful owner of United States Patent No. 7,274,972 (the "'972 Patent"), which was duly and legally issued by the United States Patent and Trademark Office on September 25, 2007. The '972 Patent is entitled

“Programmable Controller With Saving Changes Indication”. A copy of the ‘972 Patent is attached hereto as Exhibit 6.

14. Plaintiff Honeywell is the lawful owner of United States Patent No. 7,706,923 (the “‘923 Patent”), which was duly and legally issued by the United States Patent and Trademark Office on April 27, 2010. The ‘923 Patent is entitled “Controller Interface With Separate Schedule Review Mode”. A copy of the ‘923 Patent is attached hereto as Exhibit 7.

15. Plaintiff Honeywell is the lawful owner of United States Patent No. 7,801,646 (the “‘646 Patent”), which was duly and legally issued by the United States Patent and Trademark Office on September 21, 2010. The ‘646 Patent is entitled “Controller With Programmable Service Event Display Mode”. A copy of the ‘646 Patent is attached hereto as Exhibit 8.

#### **ACTS GIVING RISE TO THE ACTION**

16. Upon information and belief, Defendant Venstar has been and is engaged in the manufacture, importation, offer for sale, and/or sale of programmable thermostats, including the ColorTouch™ programmable thermostat, throughout the United States, including in this judicial district.

17. Programmable thermostats manufactured, imported, offered for sale, and/or sold by Venstar, including at least the ColorTouch, infringe the following patents: ‘110 Patent; ‘507 Patent; ‘165 Patent; ‘717 Patent; ‘430 Patent; ‘972 Patent; ‘923 Patent; and ‘646 Patent (collectively, the “Asserted Patents”).



18. Defendant Venstar has infringed and is infringing one or more of the Asserted Patents literally and/or under the doctrine of equivalents, making Defendant Venstar liable for direct and/or indirect infringement under 35 U.S.C. § 271.

**COUNT I: INFRINGEMENT OF THE '110 PATENT**

19. Plaintiff realleges and incorporates by reference paragraphs 1 through 18 as if fully stated herein.

20. Defendant, on information and belief, has infringed and continues to infringe the '110 patent in violation of 35 U.S.C. § 271(a) by making, using, offering to sell, and/or selling programmable thermostats, including, for example, ColorTouch programmable thermostats, within the United States, and/or importing programmable thermostats, including, for example, ColorTouch programmable thermostats, into the United States.

21. Defendant, on information and belief, has infringed and continues to infringe the '110 patent in violation of 35 U.S.C. § 271(b) and/or (c) by actively inducing others to infringe and/or contributing to the infringement by others in the making, using, offering to sell, and/or selling programmable thermostats, including, for example, ColorTouch programmable thermostats, within the United States, and/or importing programmable thermostats, including, for example, ColorTouch programmable thermostats, into the United States.

22. Plaintiff has suffered and will suffer monetary damages as a result of Defendant's infringement of the '110 patent in an amount to be determined at trial.

23. Plaintiff has suffered irreparable harm as a result of Defendant's infringement of the '110 patent and will continue to suffer irreparable harm unless Defendant is enjoined from infringing the '110 patent.

24. Plaintiff has complied with the provisions of 35 U.S.C. § 287(a).

**COUNT II: INFRINGEMENT OF THE '507 PATENT**

25. Plaintiff realleges and incorporates by reference paragraphs 1 through 18 as if fully stated herein.

26. Defendant, on information and belief, is infringing the '507 patent in violation of 35 U.S.C. § 271(a) by making, using, offering to sell, and/or selling programmable thermostats, including, for example, ColorTouch programmable thermostats, within the United States, and/or importing programmable thermostats, including, for example, ColorTouch programmable thermostats, into the United States.

27. Defendant, on information and belief, has infringed and continues to infringe the '507 patent in violation of 35 U.S.C. § 271(b) and/or (c) by actively inducing others to infringe and/or contributing to the infringement by others in the making, using, offering to sell, and/or selling programmable thermostats, including, for example, ColorTouch programmable thermostats, within the United States, and/or importing programmable thermostats, including, for example, ColorTouch programmable thermostats, into the United States.

28. Plaintiff has suffered and will suffer monetary damages as a result of Defendant's infringement of the '507 patent in an amount to be determined at trial.

29. Plaintiff has suffered irreparable harm as a result of Defendant's infringement of the '507 patent and will continue to suffer irreparable harm unless Defendant is enjoined from infringing the '507 patent.

30. Plaintiff has complied with the provisions of 35 U.S.C. § 287(a).

**COUNT III: INFRINGEMENT OF THE '165 PATENT**

31. Plaintiff realleges and incorporates by reference paragraphs 1 through 18 as if fully stated herein.

32. Defendant, on information and belief, has infringed and continues to infringe the '165 patent in violation of 35 U.S.C. § 271(a) by making, using, offering to sell, and/or selling programmable thermostats, including, for example, ColorTouch programmable thermostats, within the United States, and/or importing programmable thermostats, including, for example, ColorTouch programmable thermostats, into the United States.

33. Defendant, on information and belief, has infringed and continues to infringe the '165 patent in violation of 35 U.S.C. § 271(b) and/or (c) by actively inducing others to infringe and/or contributing to the infringement by others in the making, using, offering to sell, and/or selling programmable thermostats, including, for example, ColorTouch programmable thermostats, within the United States, and/or importing programmable thermostats, including, for example, ColorTouch programmable thermostats, into the United States.

34. Plaintiff has suffered and will suffer monetary damages as a result of Defendant's infringement of the '165 patent in an amount to be determined at trial.

35. Plaintiff has suffered irreparable harm as a result of Defendant's infringement of the '165 patent and will continue to suffer irreparable harm unless Defendant is enjoined from infringing the '165 patent.

36. Plaintiff has complied with the provisions of 35 U.S.C. § 287(a).

**COUNT IV: INFRINGEMENT OF THE '717 PATENT**

37. Plaintiff realleges and incorporates by reference paragraphs 1 through 18 as if fully stated herein.

38. Defendant, on information and belief, has infringed and continues to infringe the '717 patent in violation of 35 U.S.C. § 271(a) by making, using, offering to sell, and/or selling programmable thermostats, including, for example, ColorTouch programmable thermostats, within the United States, and/or importing programmable thermostats, including, for example, ColorTouch programmable thermostats, into the United States.

39. Defendant, on information and belief, has infringed and continues to infringe the '717 patent in violation of 35 U.S.C. § 271(b) and/or (c) by actively inducing others to infringe and/or contributing to the infringement by others in the making, using, offering to sell, and/or selling programmable thermostats, including, for example, ColorTouch programmable thermostats, within the United States, and/or importing programmable thermostats, including, for example, ColorTouch programmable thermostats, into the United States.

40. Plaintiff has suffered and will suffer monetary damages as a result of Defendant's infringement of the '717 patent in an amount to be determined at trial.



41. Plaintiff has suffered irreparable harm as a result of Defendant's infringement of the '717 patent and will continue to suffer irreparable harm unless Defendant is enjoined from infringing the '717 patent.

42. Plaintiff has complied with the provisions of 35 U.S.C. § 287(a).

**COUNT V: INFRINGEMENT OF THE '430 PATENT**

43. Plaintiff realleges and incorporates by reference paragraphs 1 through 18 as if fully stated herein.

44. Upon information and belief, Defendant Venstar has made, used, sold, offered for sale, imported, and/or distributed in the United States programmable thermostats, including at least the ColorTouch, that infringe at least one claim of the '430 Patent.

45. Upon information and belief, Defendant has infringed and will continue to infringe the '430 Patent in violation of 35 U.S.C. § 271(a), (b), and/or (c) by using, actively inducing others to infringe, and contributing to the infringement by others using the ColorTouch programmable thermostat.

46. Plaintiff has suffered and will suffer monetary damages as a result of Defendant's infringement of the '430 patent in an amount to be determined at trial.

47. Plaintiff has suffered irreparable harm as a result of Defendant's infringement of the '430 patent and will continue to suffer irreparable harm unless Defendant is enjoined from infringing the '430 patent.

**COUNT VI: INFRINGEMENT OF THE '972 PATENT**



48. Plaintiff realleges and incorporates by reference paragraphs 1 through 18 as if fully stated herein.

49. Defendant, on information and belief, has infringed and continues to infringe the '972 patent in violation of 35 U.S.C. § 271(a) by making, using, offering to sell, and/or selling programmable thermostats, including, for example, ColorTouch programmable thermostats, within the United States, and/or importing programmable thermostats, including, for example, ColorTouch programmable thermostats, into the United States.

50. Defendant, on information and belief, has infringed and continues to infringe the '972 patent in violation of 35 U.S.C. § 271(b) and/or (c) by actively inducing others to infringe and/or contributing to the infringement by others in the making, using, offering to sell, and/or selling programmable thermostats, including, for example, ColorTouch programmable thermostats, within the United States, and/or importing programmable thermostats, including, for example, ColorTouch programmable thermostats, into the United States.

51. Plaintiff has suffered and will suffer monetary damages as a result of Defendant's infringement of the '972 patent in an amount to be determined at trial.

52. Plaintiff has suffered irreparable harm as a result of Defendant's infringement of the '972 patent and will continue to suffer irreparable harm unless Defendant is enjoined from infringing the '972 patent.

53. Plaintiff has complied with the provisions of 35 U.S.C. § 287(a).

#### **COUNT VII: INFRINGEMENT OF THE '923 PATENT**

54. Plaintiff realleges and incorporates by reference paragraphs 1 through 18 as if fully stated herein.

55. Defendant Venstar has made, used, sold, offered for sale, imported, and/or distributed in the United States programmable thermostats, including at least the ColorTouch, that infringe at least one claim of the '923 Patent.

56. Upon information and belief. Defendant has infringed and will continue to infringe the '430 Patent in violation of 35 U.S.C. § 271(a), (b), and/or (c) by using, actively inducing others to infringe, and contributing to the infringement by others using the ColorTouch programmable thermostat.

57. Plaintiff has suffered and will suffer monetary damages as a result of Defendant's infringement of the '923 patent in an amount to be determined at trial.

58. Plaintiff has suffered irreparable harm as a result of Defendant's infringement of the '923 patent and will continue to suffer irreparable harm unless Defendant is enjoined from infringing the '923 patent.

#### **COUNT VIII: INFRINGEMENT OF THE '646 PATENT**

59. Plaintiff realleges and incorporates by reference paragraphs 1 through 18 as if fully stated herein.

60. Defendant, on information and belief, has infringed and continues to infringe the '646 patent in violation of 35 U.S.C. § 271(a) by making, using, offering to sell, and/or selling programmable thermostats, including, for example, ColorTouch programmable thermostats, within the United States, and/or importing programmable

thermostats, including, for example, ColorTouch programmable thermostats, into the United States.

61. Defendant, on information and belief, has infringed and continues to infringe the '646 patent in violation of 35 U.S.C. § 271(b) and/or (c) by actively inducing others to infringe and/or contributing to the infringement by others in the making, using, offering to sell, and/or selling programmable thermostats, including, for example, ColorTouch programmable thermostats, within the United States, and/or importing programmable thermostats, including, for example, ColorTouch programmable thermostats, into the United States.

62. Plaintiff has suffered and will suffer monetary damages as a result of Defendant's infringement of the '646 patent in an amount to be determined at trial.

63. Plaintiff has suffered irreparable harm as a result of Defendant's infringement of the '646 patent and will continue to suffer irreparable harm unless Defendant is enjoined from infringing the '646 patent.

64. Plaintiff has complied with the provisions of 35 U.S.C. § 287(a).

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests this Court:

A. To enter judgment that Defendant has infringed the Asserted Patents in violation of 35 U.S.C. § 271(a), (b), and/or (c);

B. To enter orders preliminarily and permanently enjoining Defendant, and its respective officers, agents, servants, and employees, and attorneys, and all persons in active concert or participation with any of the foregoing, who receive actual notice by

personal service or otherwise of the orders, from infringing the Asserted Patents in violation of 35 U.S.C. § 271(a), (b), and/or (c);

C. To award Plaintiff its respective damages in amounts sufficient to compensate it for Defendant's infringement of the Asserted Patents, together with pre-judgment and post-judgment interest and costs, pursuant to 35 U.S.C. § 284;

D. To declare this case to be "exceptional" under 35 U.S.C. § 285 and to award Plaintiff its attorneys' fees, expenses, and costs incurred in this action; and

E. To award Plaintiff such other and further relief as this Court deems just and proper.

#### **DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff respectfully requests a trial by jury of any and all issues on which a trial by jury is available under applicable law.

Dated: September 28, 2011



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