

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

ILIFE TECHNOLOGIES, INC.,	§	
	§	
Plaintiff,	§	
	§	CIVIL ACTION NO. 3:12-CV-5162
v.	§	
	§	JURY TRIAL DEMANDED
PIONEER SECURITY SERVICES, INC.	§	
and PIONEER EMERGENCY RESPONSE	§	
SERVICES, INC.,	§	
	§	
Defendants.	§	

PLAINTIFF’S FIRST AMNEDED COMPLAINT FOR PATENT INFRINGEMENT

This is a patent infringement action by iLife Technologies, Inc. (“iLife”) against Pioneer Security Services, Inc. (“Pioneer Security”) and Pioneer Emergency Response Services, Inc. (“Pioneer Emergency”) (collectively, “Defendants”).¹

PARTIES

1. Plaintiff iLife Technologies, Inc. is a Texas corporation with its principal place of business in this Judicial District.
2. Defendant Pioneer Security Services, Inc. is a California corporation with its principal office at 991 Lomas Santa Fe Dr., #C-415, Solana Beach, California 92075. Pioneer Security Services, Inc. has appointed The Watkins Firm, PC, 4275 Executive Sq., Ste. 1020, La Jolla, California 92037, as its registered agent for service of process.

¹ On May 15, 2013, Pioneer Security filed a motion to dismiss under Rule 12(b)(6) [Doc. #17]. This first amended complaint is filed as a matter of course under Rule 15(a)(1)(b).

3. Defendant Pioneer Emergency Response Services, Inc. is a California corporation with its principal office at 991 Lomas Santa Fe Dr., #C-415, Solana Beach, California 92075. Pioneer Security Services, Inc. has appointed The Watkins Firm, PC, 4275 Executive Sq., Ste. 1020, La Jolla, California 92037, as its registered agent for service of process.

JURISDICTION AND VENUE

4. This action arises under the patent laws of the United States, 35 U.S.C. § 101, *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400(b). On information and belief, Defendants have transacted business in this District and have committed acts of patent infringement in this District.

6. This Court has personal jurisdiction over Defendants because the Accused Products and Services, as described below, have been and continue to be purchased, leased, or used by consumers in the State of Texas and the Northern District of Texas. Defendants have committed acts of infringement in violation of 35 U.S.C. § 271 and directly or indirectly placed these infringing Accused Products and Services into the stream of commerce, through established distribution channels, with the knowledge or understanding that such Accused Products and Services are used and sold in this State and this Judicial District.

7. Defendants, directly or indirectly, offer for sale, sell, ship, and distribute their Accused Products and Services within the State of Texas and this Judicial District.

Defendants, directly or indirectly, have purposefully and voluntarily placed the Accused Products and Services, as described below, into the stream of commerce with the expectation that it will be purchased, leased, or used by consumers in the Northern District of Texas.

8. Defendants derive substantial revenue from the sale or leasing of infringing products distributed within the District, or expect or should reasonably expect their actions to have consequences within the District, and derive substantial revenue from interstate and international commerce.

9. Defendants knowingly induced or contributed to infringement within this District by contracting with others to market, sell, or lease infringing products and services with the knowledge and intent to facilitate infringing sales or leases of the products by others within this District and by creating or disseminating data sheets and other instruction materials for the products with like mind and intent.

10. Defendants regularly do business, solicit business, engage in other persistent acts of conduct, or derive substantial revenue from goods and services provided to individuals in Texas and in this District.

11. iLife is a Texas company with its principal place of business in this District. These acts cause injury to iLife within the District.

PATENTS IN SUIT

12. iLife is the owner by assignment of all rights, title, and interest in and under the following United States Letters Patents and has standing to sue for the past, present, and future infringement of the following United States Letters Patents:

Patent	Title	Issue Date	Exhibit
U.S. Pat. No. 6,307,481 ("the '481 Patent")	"Systems for Evaluating Movement of a Body and Methods of Operating the Same"	10/23/2001	Ex. 1
U.S. Pat. No. 6,501,386 ("the '386 Patent")	"System Within a Communication Device for Evaluating Movement of a Body and Methods of Operating the Same"	12/31/2002	Ex. 2
U.S. Pat. No. 6,703,939 ("the '939 Patent")	"System and Method for Detecting Motions of a Body"	03/09/2004	Ex. 3
U.S. Pat. No. 6,864,796 ("the '796 Patent")	"System and Method Within a Communication Device for Evaluating Movement of a Body and Methods of Operating the Same"	03/08/2005	Ex. 4
U.S. Pat. No. 7,095,331 ("the '331 Patent")	"System and Method for Detecting Motion of a Body"	08/22/2006	Ex. 5
U.S. Pat. No. 7,145,461 ("the '461 Patent")	"System and Method for Analyzing Activity of a Body"	12/05/2006	Ex. 6

13. The '481 Patent, '386 Patent, '939 Patent, '796 Patent, '331 Patent, and '461 Patent are collectively referred to as the "Asserted Patents."

ACCUSED PRODUCTS

14. Defendants make, import, offer for sale, sell, lease, or use systems or methods for detecting, evaluating, or analyzing movement of a body covered by one or more claims of the Asserted Patents. Infringing systems or methods include, but are not limited to, medical alert systems with automatic fall detection, including the Climax "Fall Sensor" and base unit which Defendants market as the "Auto Fall Guard" (the "Accused Products"), together with related monitoring Services ("Services"). The Accused Products are made by Climax Technology Co., Ltd. and offered to end users in

the United States by Defendants. The Services include providing an end user with an Accused Product and remotely monitoring fall alert signals from the Accused Product at a monitoring center. The Services include receipt, analysis, and response to fall alert signals from the Accused Products.

15. Each of the Defendants is involved in the same transaction or series of transactions relating to the making, using, importing into the United States, offering for sale, or selling of the same Accused Product or process.

16. Defendants direct and control the actions of end users through, *inter alia*, contracts relating to the use of the Accused Products and provision of the Services to Defendants' end user customers. On information and belief, Defendants direct and control the actions of providers of the Services through contracts. The end users and providers of the Services jointly infringe one or more method claims of the Asserted Patents by acting as required by the terms of their respective contracts with the Defendants.

COUNT ONE
PATENT INFRINGEMENT
The '481 Patent

17. iLife repeats and re-alleges the allegations in the foregoing paragraphs.

18. Defendants have been and are still directly infringing, and indirectly infringing by inducing or contributing to infringement of, one or more claims of the '481 Patent under 35 U.S.C. § 271(a) by making, offering to sell, selling, leasing, or using the Accused Products or Services.

19. Defendants have been and are still directly infringing, and indirectly infringing by inducing or contributing to infringement of, one or more claims of the '481 Patent under 35 U.S.C. § 271(a) by directing and controlling, *inter alia*, the actions of end users of the Accused Products who, acting alone or in concert with others under a contract, individually or jointly infringe one or more method claims of the '481 Patent at the behest of the Defendants.

20. Defendants' infringement of the Asserted Patents has caused damage to iLife for which it is entitled to recover compensatory damages in an amount not yet determined.

21. On information and belief, Defendants' infringing conduct will continue unless enjoined by this Court, resulting in continuing harm and irreparable damage to iLife.

COUNT TWO
PATENT INFRINGEMENT
The '386 Patent

22. iLife repeats and re-alleges the allegations in the foregoing paragraphs.

23. Defendants have been and are still directly infringing, and indirectly infringing by inducing or contributing to infringement of, one or more claims of the '386 Patent under 35 U.S.C. § 271(a) by making, offering to sell, selling, leasing, or using the Accused Products or Services.

24. Defendants have been and are still directly infringing, and indirectly infringing by inducing or contributing to infringement of, one or more claims of the '386 Patent under 35 U.S.C. § 271(a) by directing and controlling, *inter alia*, the actions of end

users of the Accused Products who, acting alone or in concert with others under a contract, individually or jointly infringe one or more method claims of the '386 Patent at the behest of the Defendants.

25. Defendants' infringement of the '386 Patent has caused damage to iLife for which it is entitled to recover compensatory damages in an amount not yet determined.

26. On information and belief, Defendants' infringing conduct will continue unless enjoined by this Court, resulting in continuing harm and irreparable damage to iLife.

COUNT THREE
PATENT INFRINGEMENT
The '939 Patent

27. iLife repeats and re-alleges the allegations in the foregoing paragraphs.

28. Defendants have been and are still directly infringing, and indirectly infringing by inducing or contributing to infringement of, one or more claims of the '939 Patent under 35 U.S.C. § 271(a) by making, offering to sell, selling, leasing, or using the Accused Products or Services.

29. Defendants have been and are still directly infringing, and indirectly infringing by inducing or contributing to infringement of, one or more claims of the '939 Patent under 35 U.S.C. § 271(a) by directing and controlling, *inter alia*, the actions of end users of the Accused Products who, acting alone or in concert with others under a contract, individually or jointly infringe one or more method claims of the '939 Patent at the behest of the Defendants.

30. Defendants' infringement of the '939 Patent has caused damage to iLife for which it is entitled to recover compensatory damages in an amount not yet determined.

31. On information and belief, Defendants' infringing conduct will continue unless enjoined by this Court, resulting in continuing harm and irreparable damage to iLife.

COUNT FOUR
PATENT INFRINGEMENT
The '796 Patent

32. iLife repeats and re-alleges the allegations in the foregoing paragraphs.

33. Defendants have been and are still directly infringing, and indirectly infringing by inducing or contributing to infringement of, one or more claims of the '796 Patent under 35 U.S.C. § 271(a) by making, offering to sell, selling, leasing, or using the Accused Products or Services.

34. Defendants have been and are still directly infringing, and indirectly infringing by inducing or contributing to infringement of, one or more claims of the '796 Patent under 35 U.S.C. § 271(a) by directing and controlling, *inter alia*, the actions of end users of the Accused Products who, acting alone or in concert with others under a contract, individually or jointly infringe one or more method claims of the '796 Patent at the behest of the Defendants.

35. Defendants' infringement of the '796 Patent has caused damage to iLife for which it is entitled to recover compensatory damages in an amount not yet determined.

36. On information and belief, Defendants' infringing conduct will continue unless enjoined by this Court, resulting in continuing harm and irreparable damage to iLife.

COUNT FIVE
PATENT INFRINGEMENT
The '331 Patent

37. iLife repeats and re-alleges the allegations in the foregoing paragraphs.

38. Defendants have been and are still directly infringing, and indirectly infringing by inducing or contributing to infringement of, one or more claims of the '331 Patent under 35 U.S.C. § 271(a) by making, offering to sell, selling, leasing, or using the Accused Products or Services.

39. Defendants have been and are still directly infringing, and indirectly infringing by inducing or contributing to infringement of, one or more claims of the '331 Patent under 35 U.S.C. § 271(a) by directing and controlling, *inter alia*, the actions of end users of the Accused Products who, acting alone or in concert with others under a contract, individually or jointly infringe one or more method claims of the '331 Patent at the behest of the Defendants.

40. Defendants' infringement of the '331 Patent has caused damage to iLife for which it is entitled to recover compensatory damages in an amount not yet determined.

41. On information and belief, Defendants' infringing conduct will continue unless enjoined by this Court, resulting in continuing harm and irreparable damage to iLife.

**COUNT SIX
PATENT INFRINGEMENT
The '461 Patent**

42. iLife repeats and re-alleges the allegations in the foregoing paragraphs.

43. Defendants have been and are still directly infringing, and indirectly infringing by inducing or contributing to infringement of, one or more claims of the '461 Patent under 35 U.S.C. § 271(a) by making, offering to sell, selling, leasing, or using the Accused Products or Services.

44. Defendants have been and are still directly infringing, and indirectly infringing by inducing or contributing to infringement of, one or more claims of the '461 Patent under 35 U.S.C. § 271(a) by directing and controlling, *inter alia*, the actions of end users of the Accused Products who, acting alone or in concert with others under a contract, individually or jointly infringe one or more method claims of the '461 Patent at the behest of the Defendants.

45. Defendants' infringement of the '461 Patent has caused damage to iLife for which it is entitled to recover compensatory damages in an amount not yet determined.

46. On information and belief, Defendants' infringing conduct will continue unless enjoined by this Court, resulting in continuing harm and irreparable damage to iLife.

DEMAND FOR JURY TRIAL

47. iLife demands that all issues be determined by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff iLife Technologies, Inc. respectfully requests that:

1. The Court enter judgment Defendants have infringed the Asserted Patents;
2. Defendants be ordered to pay iLife its damages under 35 U.S.C. § 284 for infringement of the Asserted Patents;
3. Defendants be ordered to pay iLife pre-judgment and post-judgment interest to the full extent allowed under the law, as well as its costs;
4. Defendants and their agents, servants, and employees, and all those in privity with Defendants or in active convert and participation with Defendants, be permanently enjoined from further infringement of the Asserted Patents; and
5. The Court grant iLife such other and further relief as the Court deems just and equitable.

Respectfully submitted,

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ATTORNEYS FOR PLAINTIFF

ILIFE TECHNOLOGIES, INC.

CERTIFICATE OF SERVICE

I certify that this document was filed and served using the Court's CM/ECF system on May 16, 2013.

/s/ S. Wallace Dunwoody _____
S. Wallace Dunwoody