

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

INTEGRATED CLAIM SYSTEMS, LLC,)	
)	
Plaintiff,)	Case No. 2:13-cv-658
)	
v.)	DEMAND FOR JURY TRIAL
)	
ZENITH INSURANCE COMPANY,)	
)	
Defendant.)	
_____)	

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Integrated Claims Systems, LLC (“ICS”), for its complaint for patent infringement against Defendant Zenith Insurance Company (“Zenith”) alleges as follows:

THE PARTIES

1. Plaintiff ICS is a limited liability company organized and existing under the laws of the State of New York, with its principal place of business at 118 Weaver Road, Elizaville, New York.

2. Upon information and belief, Defendant Zenith is a corporation organized and existing under the laws of the State of California, with a place of business at 1101 South Capital of Texas Highway, Austin, Texas.

JURISDICTION AND VENUE

3. This action arises under the United States Patent Laws, 35 U.S.C. §§ 1, *et seq.* The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

4. The Court has personal jurisdiction over Zenith because it has committed acts of patent infringement within this Judicial District in violation of 35 U.S.C. § 271, maintains an office in Texas, transacts business within this Judicial District, has purposely availed itself of the privileges and benefits of the laws of the State of Texas, solicits customers in the State of Texas, and has paying customers who are residents of the State of Texas and who each use Zenith's products and services in the State of Texas. Upon information and belief, Zenith derives substantial revenue from the infringing products and services used within this Judicial District, and should reasonably expect its actions to have consequences within this Judicial District.

5. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1391(b)-(c) and 1400(b).

THE PATENTS-IN-SUIT AND BACKGROUND

6. ICS is the owner of all right, title, and interest in U.S. Patent No. 7,178,020 (the "'020 patent") entitled "Attachment Integrated Claims System and Operating Method Therefor." The '020 patent was duly and properly issued by the United States Patent and Trademark Office on February 13, 2007 and assigned to ICS prior to issuance. A true and correct copy of the '020 patent is attached hereto as Exhibit A.

7. ICS is the owner of all right, title, and interest in U.S. Patent No. 7,346,768 (the "'768 patent") entitled "Attachment Integrated Claims Systems and Operating Methods Therefor." The '768 patent was duly and properly issued by the United States Patent and Trademark Office on March 18, 2008 and assigned to ICS prior to issuance. A true and correct copy of the '768 patent is attached hereto as Exhibit B. The '020 and '768 patents are collectively referred to herein as the "DiRienzo patents."

8. The named inventor of the DiRienzo patents, Andrew DiRienzo, Ph.D., has a Bachelor of Science degree in astronomy from the University of Arizona, and a doctorate in Physics from the University of Arizona. He has authored several technical articles, including *Superconductivity and Quantum Mechanics*, Coherence in Spectroscopy and Modern Physics, NATO ASI Series B: Physics, Vol. 37 (1978) and *Charge-Excess Superconductors and the Pseudo-Angular-Momentum Approach to Josephson Tunneling*, Physics Review B, pp. 6648-95 (1982).

9. While serving as a Senior Staff Scientist with the United States Navy, Dr. DiRienzo's primary research area was Synthetic-Aperture Radar ("SAR"), a form of tomography. SAR can create the image of a ship at great distances. This is accomplished by having a plane follow the arc of a circle centered on the ship. As it follows the arc, the plane emits radar pulses. These pulses bounce off the ship and are detected by the plane's radar as reflected pulses. Computer software converts these reflected pulses into images of the ships. Through his work for the Navy, Dr. DiRienzo developed a level of expertise in tomography.

10. Tomography is utilized widely in the healthcare field. For example, Magnetic Resonance Images ("MRIs"), Positron Emission Tomography ("PET") images, Computer Assisted Tomography ("CAT") scans are all examples of tomography. These images are often filed in connection with healthcare claim forms. Other documents frequently submitted with claim forms include x-rays, strip charts, lab reports and narratives, and explanation of benefits, among others.

11. In 1994, a surgeon who was aware of Dr. DiRienzo's radar work asked if it would be possible to electronically send an MRI from upstate New York to a New York City hospital. Based on his experience, Dr. DiRienzo believed that this could be done and he began conducting

research. Dr. DiRienzo was further spurred to action when his mother required dental surgery in 1995. The dentist complained that for many procedures, he was required to obtain prior approval from insurance companies. That involved mailing hard copies of the approval form and x-rays that supported the medical need for the procedure to the insurance companies and then waiting for their reply before performing the procedures.

12. Dr. DiRienzo immediately recognized how inefficient this process was. For almost 20 years now, Dr. DiRienzo has researched and developed systems and methods for processing insurance claims and the forms that typically accompany them. Dr. DiRienzo's efforts have been rewarded with eleven United States Patents in this field. He is also the named inventor of four other United States Patents and has a number of pending patent applications.

13. Zenith has actual knowledge of its infringement of the DiRienzo patents. On January 10, 2013, ICS sent a licensing proposal that included the DiRienzo patents to Zenith. On February 7, 2013, ICS's counsel spoke by telephone with Mark Sickles, Esq., in-house counsel for Zenith, who instructed ICS's counsel to contact Michael Jansen, Esq., Executive Vice President & General Counsel for Zenith. Later in the day on February 7, 2013, ICS's counsel left a voice mail for Mr. Jansen. As of the date of this Complaint, the voice mail has not been returned. On April 3, 2013, ICS sent a follow up letter to Zenith. As of the filing of this Complaint, no response has been received by ICS.

14. Upon information and belief, Zenith makes, uses, offers for sale or sells within the United States a system and method allowing the electronic submission and processing of insurance claims and corresponding electronic attachments (the "Insurance Claim System"). Such attachments may include, for example, MRIs, CAT scans, PET scans, EKGs, ECGs, EEGs, x-rays, explanation of benefits, and lab reports and narratives, among others.

FIRST CAUSE OF ACTION
(INFRINGEMENT OF THE '020 PATENT)

15. ICS restates and realleges the allegations set forth in paragraphs 1 through 14 above and incorporates them by reference.

16. Upon information and belief, Zenith, through its Insurance Claim System, has infringed and continues to infringe, either literally or under the doctrine of equivalents, at least claim 27 of the '020 patent in violation of 35 U.S.C. § 271(a) by making, using, offering for sale or selling the Insurance Claim System within the United States.

17. Upon information and belief, Zenith, through its Insurance Claim System, has infringed and continues to infringe at least claim 27 of the '020 patent in violation of 35 U.S.C. § 271(b) by inducing vendors, insurance providers, customers and others to make, use, sell, or offer for sale within the United States, products or processes that practice inventions of the '020 patent, including the Insurance Claim System, with knowledge of and intent that such vendors, insurance providers, customers and others infringe the '020 patent. Zenith has intentionally caused, urged, encouraged, or aided in the action that contributed to and induced infringement, including direct infringement, of the '020 patent by vendors, insurance providers, customers and others. Upon information and belief, such intentional action includes, for example, contracting with vendors or others to make or use certain systems and processes of the Insurance Claim System; causing, urging, encouraging, or aiding certain actions by vendors or others to make or use the Insurance Claim System; and causing, urging, encouraging or aiding insurance providers, customers or others to make or use the Insurance Claim System. As a result of its conduct, Zenith has induced and is contributing to infringement and inducing such vendors, insurance providers, customers and others to make or use systems and methods, such as the Insurance Claim System, to infringe at least claim 27 of the '020 Patent. Additionally and in the

alternative, Zenith has induced and is inducing vendors, insurance providers, customers and others to implement and utilize parts of or all of the systems and methods of the Insurance Claim System to infringe at least claim 27 of the '020 patent. Zenith has engaged and is engaging in this conduct while aware of the '020 patent and with the intent to infringe.

18. Upon information and belief, the infringement of one or more claims of the '020 patent by Zenith has been and continues to be willful and deliberate. As a result, ICS is entitled to increased damages under 35 U.S.C. § 284 and to attorney fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

19. ICS has been damaged by Zenith's infringement of the '020 patent, has been irreparably harmed by that infringement, and will suffer additional damages and irreparable harm unless this Court enjoins Zenith from further infringement.

SECOND CAUSE OF ACTION
(INFRINGEMENT OF THE '768 PATENT)

20. ICS restates and realleges the allegations set forth in paragraphs 1 through 14 above and incorporates them by reference.

21. Upon information and belief, Zenith, through its Insurance Claim System, has infringed and continues to infringe, either literally or under the doctrine of equivalents, at least claim 1 of the '768 patent in violation of 35 U.S.C. § 271(a) by making, using, offering for sale or selling the Insurance Claim System within the United States.

22. Upon information and belief, Zenith through its Insurance Claim System, has infringed and continues to infringe at least claim 1 of the '768 patent in violation of 35 U.S.C. § 271(b) by inducing vendors, insurance providers, customers and others to make, use, sell, or offer for sale within the United States, products or processes that practice inventions of the '768 patent, including the Insurance Claim System, with knowledge of and intent that such vendors,

insurance providers, customers and others infringe the ‘768 patent. Zenith has intentionally caused, urged, encouraged, or aided in the action that contributed to and induced infringement, including direct infringement, of the ‘768 patent by vendors, insurance providers, customers and others. Upon information and belief, such intentional action includes, for example, contracting with vendors or others to make or use certain systems and processes of the Insurance Claim System; causing, urging, encouraging, or aiding certain actions by vendors or others to make or use the Insurance Claim System; and causing, urging, encouraging or aiding insurance providers or others to make or use the Insurance Claim System. As a result of its conduct, Zenith has induced and is contributing to infringement and inducing such vendors, insurance providers, customers and others to make or use systems and methods, such as the Insurance Claim System, to infringe at least claim 1 of the ‘768 patent. Additionally and in the alternative, Zenith has induced and is inducing vendors, insurance providers, customers and others to implement and utilize parts of or all of the systems and methods of the Insurance Claim System to infringe at least claim 1 of the ‘768 patent. Zenith has engaged and is engaging in this conduct while aware of the ‘768 patent and with the intent to infringe.

23. Upon information and belief, the infringement of one or more claims of the ‘768 patent by Zenith has been and continues to be willful and deliberate. As a result, ICS is entitled to increased damages under 35 U.S.C. § 284 and to attorney fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

24. ICS has been damaged by Zenith’s infringement of the ‘768 patent, has been irreparably harmed by that infringement, and will suffer additional damages and irreparable harm unless this Court enjoins Zenith from further infringement.

PRAYER FOR RELIEF

WHEREFORE, ICS prays for judgment:

- A. that Zenith has infringed and is infringing the '020 and '768 patents;
- B. enjoining Zenith, its officers, agents, servants, employees, attorneys, successors and assigns and all other persons in active concert or participation with any of them from infringing, contributing to infringement and/or inducing infringement of the '020 and '768 patents;
- C. awarding ICS compensatory damages for Zenith's infringement, together with interest and costs pursuant to 35 U.S.C. § 284;
- D. trebling the amount of compensatory damages for patent infringement pursuant to 35 U.S.C. § 284;
- E. awarding ICS reasonable attorneys' fees pursuant to 35 U.S.C. § 285; and
- F. granting ICS such other and further relief in law or in equity as this Court deems just or proper.

DEMAND FOR JURY TRIAL

ICS demands a trial by jury on all issues so triable.

DATED: August 20, 2013

Respectfully submitted,

/s/ Charles Ainsworth

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