

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

TEXAS MUTUAL INSURANCE COMPANY	§	
	§	
Plaintiff,	§	
	§	
vs.	§	CIVIL ACTION NO. 1:13-cv-01070
	§	JURY DEMANDED
INTEGRATED CLAIMS SYSTEMS, LLC,	§	
	§	
Defendant.	§	

**PLAINTIFF TEXAS MUTUAL INSURANCE COMPANY'S**  
**FIRST AMENDED COMPLAINT**

Texas Mutual Insurance Company ("Texas Mutual"), files this First Amended Complaint ("Complaint") against Integrated Claims Systems, LLC ("ICS"), and would respectfully show the Court as follows:

**NATURE OF THE CASE**

1. ICS has wrongly accused Texas Mutual of infringing U.S. Patent Nos. 6,003,007 (the '007 Patent), 6,076,066 (the '066 Patent), 6,199,115 (the '115 Patent), 6,338,093 (the '093 Patent), 6,343,310 (the '310 Patent), 6,480,956 (the '956 Patent), 7,178,020 (the '020 Patent), 7,346,768 (the '768 Patent), 7,409,632 (the '632 Patent), 7,694,129 (the '129 Patent), 8,155,979 (the '979 Patent) (collectively, the "Patents-In-Suit").

2. Texas Mutual seeks a declaration from this Court that the Patents-in-Suit are invalid and not infringed by Texas Mutual.

**PARTIES**

3. Texas Mutual is a Texas corporation with its principal place of business at 6210 East Highway 290, Austin, Texas.

4. Upon information and belief, ICS is a New York limited liability company with its principal place of business at 118 Weaver Road, Elizaville, New York.

### **JURISDICTION AND VENUE**

5. The United States District Court for the Western District of Texas has original subject matter jurisdiction over this action pursuant to the provisions of 28 U.S.C. §§ 1331, 1338(a), 2201, and 2202, and 17 U.S.C. §§ 101, *et. seq.* in that this matter is a civil action arising under the patent laws of the United States and seeks relief under the Federal Declaratory Judgment Act.

6. Texas Mutual brings this suit based on an actual, substantial, and continuing justiciable controversy existing between Texas Mutual and ICS relating to the Patents-in-Suit that requires a declaration of rights by this Court.

7. ICS is subject to personal jurisdiction in Texas based on ICS's patent enforcement activity in the state, and ICS's judicial admission, as set forth in detail below.

8. Venue is proper in the Western District of Texas pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in the Western District of Texas.

### **FACTUAL BACKGROUND**

#### **A. The Parties and their Products and Services**

##### **Texas Mutual**

9. Texas Mutual is a not-for-profit mutual insurance company headquartered in Austin, Texas.

10. Texas Mutual was originally created by the Texas Legislature to create competition in the Texas market, to guarantee workers' compensation insurance in Texas, and to

serve as an insurer of last resort for Texas companies that were not able to find insurance elsewhere. *See* Tex. Ins. Code Ann. § 2054.001 et seq. (2005)

11. Texas Mutual provides Texas workers' compensation insurance under close state regulation. *See* Texas Labor Code, Title 5, ch. 401 et seq.

12. Texas Mutual conducts its insurance claim processing and bill payment processing exclusively in Texas.

13. All of Texas Mutual's facilities and employees are located in Texas.

14. Texas Mutual does not do business in any other state than Texas, or provide any insurance payments or benefits in any other state.

15. Texas Mutual's policies cover claims only for Texas employers, and pay only Texas workers' compensation benefits.

### **ICS**

16. ICS is a patent holding company incorporated in New York.

17. ICS's only known employee is its president, Andrew DiRienzo.

18. ICS purports to be the owner by assignment of the Patents-in-Suit.

### **B. The Patents-in-Suit and ICS's Unlawful Conduct**

#### **The Patents-in-Suit**

19. On December 14, 1999, the '007 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '007 Patent is attached to this Complaint as **Exhibit A**.

20. On June 13, 2000, the '066 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '066 Patent is attached to this Complaint as **Exhibit B**.

21. On March 6, 2001, the '115 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '115 Patent is attached to this Complaint as **Exhibit C**.

22. On January 8, 2002, the '093 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '093 Patent is attached to this Complaint as **Exhibit D**.

23. Shortly thereafter, on January 29, 2002, the '310 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '310 Patent is attached to this Complaint as **Exhibit E**.

24. On November 12, 2002, the '956 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '956 Patent is attached to this Complaint as **Exhibit F**.

25. On February 13, 2007, the '020 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '020 Patent is attached to this Complaint as **Exhibit G**.

26. On March 18, 2008, the '768 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '768 Patent is attached to this Complaint as **Exhibit H**.

27. On August 5, 2008, the '632 Patent, entitled "Classifying, disabling and transmitting form fields in response to data entry" issued. A true and correct copy of the '632 Patent is attached to this Complaint as **Exhibit I**.

28. On April 6, 2010, the '129 Patent, entitled "Methods of processing digital data and images" issued. A true and correct copy of the '129 Patent is attached to this Complaint as **Exhibit J**.

29. On April 10, 2012, the '979 Patent, entitled "Attachment integrated claims systems and operating methods therefor" issued. A true and correct copy of the '979 Patent is attached to this Complaint as **Exhibit K**.

### **ICS's Infringement Allegations**

30. Subsequently, on January 9, 2013, ICS sent Texas Mutual a letter stating that the inventions covered by the Patents-in-Suit are being practiced by Texas Mutual and requesting execution of a license agreement. A true and correct copy of the letter is attached to this Complaint as **Exhibit L**.

31. In the same communication, ICS sent Texas Mutual a claim chart detailing infringement of the '020 patent and the '768 patent. A true and correct copy of the claim chart is attached to this complaint as **Exhibit M**.

32. In the same communication, ICS sent Texas Mutual a non-disclosure agreement for the purpose of exchanging additional information and a proposed licensing agreement. A true and correct copy of the non-disclosure agreement and the proposed licensing agreement are attached to this Complaint as **Exhibit N**.

33. According to the theory set forth in ICS's letter, all workers' compensation insurers in Texas are infringing the Patent-in-Suit: "[A]ny insurance company that utilizes a mainframe computing system to electronically process workers' compensation claims with attachments in accordance with HIPAA guidelines as required by 28 TAC § 133.500-02 would necessarily infringe numerous claims of the DiRienzo patents." See **Exhibit L**.

34. The referenced rules, 28 TAC § 133.500-02, are the current rules of the Texas Department of Insurance, Division of Workers' Compensation (DWC), imposing electronic medical billing and processing requirements as required by the Texas workers' compensation statute. *See* 35 Tex. Reg. 10598 (Dec. 3, 2010) (notice of proposed rulemaking) and 36 Tex. Reg. 929 (Feb. 18, 2011) (adopting rules and providing reasoned justification).

35. ICS made no comment about its patents or infringement contentions at the time the rules were adopted. *See* 36 Tex. Reg. 936 (February 18, 2011) (adopting ASC X12N standards and listing commenters, which do not include ICS).

36. The DWC is headquartered in Austin, Texas.

### **Justiciable Controversy**

37. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the Patents-in-Suit, or the Patents-in-Suit are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. *et seq.* Accordingly, an actual and justiciable controversy exists between ICS and Texas Mutual as to the infringement and validity of the Patents-in-Suit.

### **C. Previous Litigation and ICS's Enforcement Activity**

38. On February 13, 2013, Texas Mutual brought suit in Austin, Texas for declaratory judgments based on actual, substantial, and continuing justiciable controversies existing between Texas Mutual and ICS relating to the Patents-in-Suit, styled as *Texas Mutual Insurance Company v. Integrated Claims Systems, LLC*, No. 1:13-cv-128-LY (W.D. Texas 2013) (the '128 lawsuit).

39. ICS moved to dismiss the '128 lawsuit by claiming that it lacked significant contacts with Texas to subject it to personal jurisdiction in the state. *See* Dkt. No. 7, the '128 lawsuit (Mar. 3, 2013).

40. The Court granted ICS's motion to dismiss and entered final judgment on April 29, 2013.

41. Texas Mutual appealed the final judgment to the U.S. Court of Appeals for the Federal Circuit, styled as *Texas Mutual Insurance Company v. Integrated Claims Systems, LLC*, No. 2013-1431 (Fed. Cir. 2013) (the '1431 appeal).

42. While the '1431 appeal was pending, ICS engaged in enforcement activity in Texas with respect to the Patents-in-Suit.

43. Specifically, on August 20, 2013, ICS filed eight separate patent infringement actions in the Marshall Division of the Eastern District of Texas to enforce the '020 and '768 patents. The cases are: *Integrated Claim Systems, LLC v. Aetna Dental Inc.*, 2:13-cv-00649-JRG, *Integrated Claim Systems, LLC v. Aetna Health Inc.*, 2:13-cv-00650-JRG, *Integrated Claim Systems, LLC v. Allstate Texas Lloyd's*, 2:13-cv-00651-JRG, *Integrated Claim Systems, LLC v. Amerisure Mutual Insurance Company*, 2:13-cv-00652-JRG, *Integrated Claim Systems, LLC v. Cigna Healthcare of Texas, Inc.*, 2:13-cv-00653-JRG, *Integrated Claim Systems, LLC v. Delta Dental Insurance Company*, 2:13-cv-00654-JRG, *Integrated Claim Systems, LLC v. Travelers Lloyd's of Texas Insurance Company*, 2:13-cv-00656-JRG, and *Integrated Claim Systems, LLC v. Zenith Insurance Company*, 2:13-cv-00658-JRG.

44. On September 16, 2013, Texas Mutual moved for leave to file supplemental briefing in the '1431 appeal regarding ICS's eight new patent infringement actions. That motion was granted.

45. In ICS's Supplement to Reply Brief, attached to this complaint as **Exhibit O**, ICS admitted that its eight new patent infringement actions constitute significant contacts with Texas: "ICS does not dispute that its August lawsuits are significant contacts with Texas *as of August*

20, 2013.” Supplement to Reply Brief at 9, the ’1431 appeal (Dec. 11, 2013) (emphasis in original).

46. Based on ICS’s admission, and to conserve judicial resources, Texas Mutual will move to dismiss the ’1431 appeal concurrently with, or shortly after, the filing of this complaint.

### **CAUSES OF ACTION**

#### **A. Declaratory Judgment - Non-infringement of the '020 Patent**

47. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 46 of the Complaint.

48. ICS has alleged that Texas Mutual infringes the '020 Patent. Texas Mutual denies ICS's allegations of infringement. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the '020 Patent. By way of example and without limitation, compliance with 28 TAC § 133.500-02 does not infringe claims of this patent as alleged by ICS’s January 9, 2013 letter.

49. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the infringement of the '020 Patent.

50. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that it does not infringe or contribute to or induce the infringement of (directly or indirectly, literally, or under the doctrine of equivalents), any valid and enforceable claim of the '020 Patent.

#### **B. Declaratory Judgment - Invalidity of the '020 Patent**

51. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 50 of the Complaint.

52. ICS has alleged that Texas Mutual infringes the '020 Patent.



53. Texas Mutual alleges that the claims of the '020 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112. By way of example only and without limitation, one or more claims of this patent are anticipated and/or rendered obvious by one or more of the following: U.S. Patent No. 5,267,303, WordPerfect Informs, WordPerfect Office, Viewz for WordPerfect, Perform Pro, and/or International Patent App. No. WO 94/00820.

54. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '020 Patent.

55. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '020 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

**C. Declaratory Judgment - Non-infringement of the '768 Patent**

56. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 55 of the Complaint.

57. ICS has alleged that Texas Mutual infringes the '768 Patent. Texas Mutual denies ICS's allegations of infringement. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the '768 Patent. By way of example and without limitation, compliance with 28 TAC § 133.500-02 does not infringe claims of this patent as alleged by ICS's January 9, 2013 letter.

58. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the infringement of the '768 Patent.

59. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that it does not infringe or contribute to or induce the

infringement of (directly or indirectly, literally, or under the doctrine of equivalents), any valid and enforceable claim of the '768 Patent.

**D. Declaratory Judgment - Invalidity of the '768 Patent**

60. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 59 of the Complaint.

61. ICS has alleged that Texas Mutual infringes the '768 Patent.

62. Texas Mutual alleges that the claims of the '768 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112. By way of example only and without limitation, one or more claims of this patent are anticipated and/or rendered obvious by one or more of the following: U.S. Patent No. 5,267,303, WordPerfect Informs, WordPerfect Office, Viewz for WordPerfect, Perform Pro, and/or International Patent App. No. WO 94/00820.

63. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '768 Patent.

64. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '768 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

**E. Declaratory Judgment - Non-infringement of the '007 Patent**

65. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 64 of the Complaint.

66. ICS has alleged that Texas Mutual infringes the '007 Patent. Texas Mutual denies ICS's allegations of infringement. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the '007 Patent. By way of

example and without limitation, compliance with 28 TAC § 133.500-02 does not infringe claims of this patent as alleged by ICS's January 9, 2013 letter.

67. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the infringement of the '007 Patent.

68. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that it does not infringe or contribute to or induce the infringement of (directly or indirectly, literally, or under the doctrine of equivalents), any valid and enforceable claim of the '007 Patent.

**F. Declaratory Judgment - Invalidity of the '007 Patent**

69. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 68 of the Complaint.

70. ICS has alleged that Texas Mutual infringes the '007 Patent.

71. Texas Mutual alleges that the claims of the '007 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112. By way of example only and without limitation, one or more claims of this patent are anticipated and/or rendered obvious by one or more of the following: U.S. Patent No. 5,267,303, WordPerfect Informs, WordPerfect Office, Viewz for WordPerfect, Perform Pro, and/or International Patent App. No. WO 94/00820.

72. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '007 Patent.

73. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '007 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

**G. Declaratory Judgment - Non-infringement of the '066 Patent**

74. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 73 of the Complaint.

75. ICS has alleged that Texas Mutual infringes the '066 Patent. Texas Mutual denies ICS's allegations of infringement. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the '066 Patent. By way of example and without limitation, compliance with 28 TAC § 133.500-02 does not infringe claims of this patent as alleged by ICS's January 9, 2013 letter.

76. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the infringement of the '066 Patent.

77. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that it does not infringe or contribute to or induce the infringement of (directly or indirectly, literally, or under the doctrine of equivalents), any valid and enforceable claim of the '066 Patent.

**H. Declaratory Judgment - Invalidity of the '066 Patent**

78. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 77 of the Complaint.

79. ICS has alleged that Texas Mutual infringes the '066 Patent.

80. Texas Mutual alleges that the claims of the '066 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112. By way of example only and without limitation, one or more claims of this patent are anticipated and/or rendered obvious by one or more of the following: U.S. Patent No. 5,267,303, WordPerfect Informs, WordPerfect Office, Viewz for WordPerfect, Perform Pro, and/or International Patent App. No. WO 94/00820.

81. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '066 Patent.

82. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '066 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

**I. Declaratory Judgment - Non-infringement of the '115 Patent**

83. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 82 of the Complaint.

84. ICS has alleged that Texas Mutual infringes the '115 Patent. Texas Mutual denies ICS's allegations of infringement. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the '115 Patent. By way of example and without limitation, compliance with 28 TAC § 133.500-02 does not infringe claims of this patent as alleged by ICS's January 9, 2013 letter.

85. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the infringement of the '115 Patent.

86. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that it does not infringe or contribute to or induce the infringement of (directly or indirectly, literally, or under the doctrine of equivalents), any valid and enforceable claim of the '115 Patent.

**J. Declaratory Judgment - Invalidity of the '115 Patent**

87. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 86 of the Complaint.

88. ICS has alleged that Texas Mutual infringes the '115 Patent.

89. Texas Mutual alleges that the claims of the '115 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112. By way of example only and without limitation, one or more claims of this patent are anticipated and/or rendered obvious by one or more of the following: U.S. Patent No. 5,267,303, WordPerfect Informs, WordPerfect Office, Viewz for WordPerfect, Perform Pro, and/or International Patent App. No. WO 94/00820.

90. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '115 Patent.

91. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '115 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

**K. Declaratory Judgment - Non-infringement of the '093 Patent**

92. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 91 of the Complaint.

93. ICS has alleged that Texas Mutual infringes the '093 Patent. Texas Mutual denies ICS's allegations of infringement. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the '093 Patent. By way of example and without limitation, compliance with 28 TAC § 133.500-02 does not infringe claims of this patent as alleged by ICS's January 9, 2013 letter.

94. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the infringement of the '093 Patent.

95. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that it does not infringe or contribute to or induce the

infringement of (directly or indirectly, literally, or under the doctrine of equivalents), any valid and enforceable claim of the '093 Patent.

**L. Declaratory Judgment - Invalidity of the '093 Patent**

96. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 95 of the Complaint.

97. ICS has alleged that Texas Mutual infringes the '093 Patent.

98. Texas Mutual alleges that the claims of the '093 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112. By way of example only and without limitation, one or more claims of this patent are anticipated and/or rendered obvious by one or more of the following: U.S. Patent No. 5,267,303, WordPerfect Informs, WordPerfect Office, Viewz for WordPerfect, Perform Pro, and/or International Patent App. No. WO 94/00820.

99. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '093 Patent.

100. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '093 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

**M. Declaratory Judgment - Non-infringement of the '310 Patent**

101. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 100 of the Complaint.

102. ICS has alleged that Texas Mutual infringes the '310 Patent. Texas Mutual denies ICS's allegations of infringement. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the '310 Patent. By way of

example and without limitation, compliance with 28 TAC § 133.500-02 does not infringe claims of this patent as alleged by ICS's January 9, 2013 letter.

103. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the infringement of the '310 Patent.

104. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that it does not infringe or contribute to or induce the infringement of (directly or indirectly, literally, or under the doctrine of equivalents), any valid and enforceable claim of the '310 Patent.

**N. Declaratory Judgment - Invalidity of the '310 Patent**

105. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 104 of the Complaint.

106. ICS has alleged that Texas Mutual infringes the '310 Patent.

107. Texas Mutual alleges that the claims of the '310 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112. By way of example only and without limitation, one or more claims of this patent are anticipated and/or rendered obvious by one or more of the following: U.S. Patent No. 5,267,303, WordPerfect Informs, WordPerfect Office, Viewz for WordPerfect, Perform Pro, and/or International Patent App. No. WO 94/00820.

108. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '310 Patent.

109. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '310 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.



**O. Declaratory Judgment - Non-infringement of the '956 Patent**

110. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 109 of the Complaint.

111. ICS has alleged that Texas Mutual infringes the '956 Patent. Texas Mutual denies ICS's allegations of infringement. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the '956 Patent. By way of example and without limitation, compliance with 28 TAC § 133.500-02 does not infringe claims of this patent as alleged by ICS's January 9, 2013 letter.

112. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the infringement of the '956 Patent.

113. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that it does not infringe or contribute to or induce the infringement of (directly or indirectly, literally, or under the doctrine of equivalents), any valid and enforceable claim of the '956 Patent.

**P. Declaratory Judgment - Invalidity of the '956 Patent**

114. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 113 of the Complaint.

115. ICS has alleged that Texas Mutual infringes the '956 Patent.

116. Texas Mutual alleges that the claims of the '956 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112. By way of example only and without limitation, one or more claims of this patent are anticipated and/or rendered obvious by one or more of the following: U.S. Patent No. 5,267,303, WordPerfect Informs, WordPerfect Office, Viewz for WordPerfect, Perform Pro, and/or International Patent App. No. WO 94/00820.

117. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '956 Patent.

118. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '956 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

**Q. Declaratory Judgment - Non-infringement of the '632 Patent**

119. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 118 of the Complaint.

120. ICS has alleged that Texas Mutual infringes the '632 Patent. Texas Mutual denies ICS's allegations of infringement. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the '632 Patent. By way of example and without limitation, compliance with 28 TAC § 133.500-02 does not infringe claims of this patent as alleged by ICS's January 9, 2013 letter.

121. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the infringement of the '632 Patent.

122. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that it does not infringe or contribute to or induce the infringement of (directly or indirectly, literally, or under the doctrine of equivalents), any valid and enforceable claim of the '632 Patent.

**R. Declaratory Judgment - Invalidity of the '632 Patent**

123. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 122 of the Complaint.

124. ICS has alleged that Texas Mutual infringes the '632 Patent.

125. Texas Mutual alleges that the claims of the '632 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112.

126. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '632 Patent.

127. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '632 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

**S. Declaratory Judgment - Non-infringement of the '129 Patent**

128. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 127 of the Complaint.

129. ICS has alleged that Texas Mutual infringes the '129 Patent. Texas Mutual denies ICS's allegations of infringement. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the '129 Patent. By way of example and without limitation, compliance with 28 TAC § 133.500-02 does not infringe claims of this patent as alleged by ICS's January 9, 2013 letter.

130. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the infringement of the '129 Patent.

131. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that it does not infringe or contribute to or induce the infringement of (directly or indirectly, literally, or under the doctrine of equivalents), any valid and enforceable claim of the '129 Patent.

**T. Declaratory Judgment - Invalidity of the '129 Patent**

132. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 131 of the Complaint.

133. ICS has alleged that Texas Mutual infringes the '129 Patent.

134. Texas Mutual alleges that the claims of the '129 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112. By way of example only and without limitation, one or more claims of this patent are anticipated and/or rendered obvious by one or more of the following: U.S. Patent No. 5,267,303, WordPerfect Informs, WordPerfect Office, Viewz for WordPerfect, Perform Pro, and/or International Patent App. No. WO 94/00820.

135. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '129 Patent.

136. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '129 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

**U. Declaratory Judgment - Non-infringement of the '979 Patent**

137. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 136 of the Complaint.

138. ICS has alleged that Texas Mutual infringes the '979 Patent. Texas Mutual denies ICS's allegations of infringement. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the '979 Patent. By way of example and without limitation, compliance with 28 TAC § 133.500-02 does not infringe claims of this patent as alleged by ICS's January 9, 2013 letter.

139. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the infringement of the '979 Patent.

140. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that it does not infringe or contribute to or induce the infringement of (directly or indirectly, literally, or under the doctrine of equivalents), any valid and enforceable claim of the '979 Patent.

**V. Declaratory Judgment - Invalidity of the '979 Patent**

141. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 140 of the Complaint.

142. ICS has alleged that Texas Mutual infringes the '979 Patent.

143. Texas Mutual alleges that the claims of the '979 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112. By way of example only and without limitation, one or more claims of this patent are anticipated and/or rendered obvious by one or more of the following: U.S. Patent No. 5,267,303, WordPerfect Informs, WordPerfect Office, Viewz for WordPerfect, Perform Pro, and/or International Patent App. No. WO 94/00820.

144. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '979 Patent.

145. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '979 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

**REQUEST FOR A JURY TRIAL**

146. Pursuant to Fed. R. Civ. P. 38, Texas Mutual hereby requests a trial by jury on all counts.

**PRAYER FOR RELIEF**

WHEREFORE, Texas Mutual respectfully requests that this Court enter a Judgment and Order as follows and for the following relief:

- A. declaring that Texas Mutual does not infringe, contributorily infringe, or induce infringement of a valid and enforceable claim of the Patents-in-Suit;
- B. declaring that the claims of the Patents-in-Suit are invalid and/or unenforceable;
- C. permanently enjoining ICS, its officers, agents, directors, servants, employees, subsidiaries, and assigns, and all those acting under the authority of or in privity with them or with any of them, from asserting or otherwise seeking to enforce the Patents-in-Suit against Texas Mutual; and
- D. awarding Texas Mutual any further additional relief as the Court may deem just, proper, and equitable.

Dated: March 20, 2014

Respectfully submitted,

BRACEWELL & GIULIANI LLP

/s/ Edward A. Cavazos

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**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(b). All other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by electronic mail on March 20, 2014.

/s/ Edward A. Cavazos

Edward A. Cavazos