

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

TYCO ELECTRONICS SERVICES GMBH)
and)
ADC TELECOMMUNICATIONS, INC.,)
)
Plaintiffs,)
v.)
)
THE SIEMON COMPANY,)
)
Defendant.)
_____)

Case No. _____

COMPLAINT

Tyco Electronics Services GmbH (“TES”) and ADC Telecommunications, Inc. (“ADC”) (collectively TES and ADC are hereinafter referred to as “Plaintiffs”) bring this Complaint for patent infringement against The Siemon Company (“Siemon” or “Defendant”), as outlined below.

The Parties

1. TES is a corporation organized and existing under the laws of Switzerland and has a principal place of business at Rheinstrasse 20 CH-8200 Schaffhausen, Switzerland.

2. ADC is a corporation organized and existing under the laws of Minnesota and has a place of business at 501 Shenandoah Drive, Shakopee, Minnesota 55379.

3. Upon information and belief, Siemon is a Connecticut corporation having a principal place of business at 101 Siemon Company Drive, Watertown, Connecticut 06795-0400.

Jurisdiction

4. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 et seq., including 35 U.S.C. §§ 271, 281, 283, 284, and 285.

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

General Allegations

6. Siemon makes, offers for sale, and sells Angled Z-MAX Patch Panels, including for example the Angled Z-MAX 6A Shielded Patch Panel, Angled Z-MAX 6A UTP Patch Panel, Angled Z-MAX 6 UTP Patch Panel, and Angled Z-MAX 5e Shielded Patch Panel as shown in Exhibit A, pages 2.8, 2.18, 3.4, and 4.2.

7. Siemon makes, offers for sale, and sells Angled Z-MAX Patch Panels under at least the following part numbers: ZS-PNL(A)-24E; ZS-PNL(A)-U48E; Z-PNL(A)-24E; and Z-PNL(A)-U48E (collectively hereinafter referred to as the “Accused Angled Z-MAX Patch Panels”).

8. Siemon makes, offers for sale, and sells patch panel kits that include an Angled Z-MAX Patch Panel with accessories including jacks (called Z-MAX outlets) under at least the following part numbers: Z6AS-PNL(A)-24K; Z6AS-PNL(A)-U48K; Z6A-PNL(A)-24K; Z6A-PNL(A)-U48K; Z6-PNL(A)-24K; Z6-PNL(A)-U48K; Z5S-PNL(A)-24K; and Z5S-PNL(A)-U48K (collectively hereinafter referred to as the “Accused Angled Z-MAX Patch Panels With Jacks”).

9. The Accused Angled Z-MAX Patch Panels are designed for use only with Z-MAX outlets.

10. For example, the Angled Z-MAX 6A Shielded Patch Panels are designed for use only with Z-MAX shielded panel outlets, such as part number Z6A-SP (hereinafter referred to as the “Z-MAX 6A Shielded Outlets”). Exhibit A, page 2.8.

11. For example, the Angled Z-MAX 6A UTP Patch Panels are designed for use only with Z-MAX UTP panel outlets, such as part number Z6A-P (hereinafter referred to as the “Z-MAX 6A UTP Outlets”). Exhibit A, page 2.18.

12. For example, the Angled Z-MAX 6 UTP Patch Panels are designed for use only with Z-MAX UTP panel outlets, such as part number Z6-P (hereinafter referred to as the “Z-MAX 6 UTP Outlets”). Exhibit A, page 3.4.

13. For example, the Angled Z-MAX 5e Shielded Patch Panels are designed for use only with Z-MAX shielded panel outlets, such as part number Z5-SP (hereinafter referred to as the “Z-MAX 5e Shielded Outlets”). Exhibit A, page 4.2.

14. The Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-MAX 6 UTP Outlets, and Z-MAX 5e Shielded Outlets are jacks. Each of the Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-MAX 6 UTP Outlets and Z-MAX 5e Shielded Outlets is matable with a plug and has insulation displacement connectors for terminating twisted pair copper wires.

15. Siemon makes, offers for sale, and sells Angled TERA-MAX Patch Panels, such as those shown in Exhibit A, pages 1.3, 2.9, and 4.2. Siemon offers for sale and sells Angled TERA-MAX Patch Panels under at least the following part numbers: TM-PNLZA-24-01 and TM-PNLZA-24 (collectively hereinafter referred to as the “Accused Angled Tera-MAX Patch Panels”).

16. The Accused Angled Tera-MAX Patch Panels are designed for use with jacks, including for example hybrid shielded Z-MAX outlets (hereinafter referred to as the “Hybrid Z-MAX Outlets”) and TERA 4-Pair outlets, part number T7F-01-1 (hereinafter referred to as the “Tera Outlets”). Exhibit A, pages 1.2, 2.9, and 4.2. Each of the Siemon jacks designed for use with the Accused Angled Tera-MAX Patch Panels is matable with a plug and has insulation displacement connectors for terminating twisted pair copper wires.

17. Siemon makes, offers for sale, and sells Angled MapIT G2 Smart Patch Panels, such as those shown in Exhibit A, pages 8.4 and 8.5. Siemon offers for sale and sells Angled MapIT G2 Smart Patch Panels under at least the following part numbers: M-SPP(A)-K24E(XX) and M-SPP(A)-K24E-001 (collectively hereinafter referred to as the “Accused Angled MapIT G2 Smart Patch Panels”).

18. The Accused Angled MapIT G2 Smart Patch Panels are designed for use with Siemon shielded and unshielded Z-MAX Keystone outlets (such as part numbers Z6A-SK(XX), Z6A-K(XX), and Z6-K(XX)) or unshielded MAX keystone outlets (such as part number MX6-K01), which are all jacks that are matable with a plug and have insulation displacement connectors for terminating twisted pair copper wires. Exhibit A, page 8.5.

19. Siemon makes, offers for sale, and sells Angled MAX Patch Panels and Angled MAX UTP Patch Panels, such as those shown in Exhibit A, pages 3.7, 3.8, and 5.6. Siemon offers for sale and sells Angled MAX Patch Panels and Angled MAX UTP Patch Panels under at least the following part numbers: MX-PNLA-24 and MX-PNLA-48 (collectively hereinafter referred to as the “Accused Angled MAX Patch Panels”).

20. The Accused Angled MAX Patch Panels are designed for use with Z-MAX Outlets (for example part numbers Z6A-P and Z6-P) or MAX modules (for example part number MX6-F), which are all jacks that are matable with a plug and have insulation displacement connectors for terminating twisted pair copper wires. Exhibit A, pages 3.2, 3.7, and 3.8.

Count I
Claim for Patent Infringement of U.S. Patent No. 7,544,090

21. Paragraphs 1–20 are incorporated into this Count by reference.

22. TES is the owner of U.S. Patent No. 7,544,090 (“the ‘090 patent”) which duly and legally issued on June 9, 2009. A copy of the ‘090 patent is attached as Exhibit B.

23. ADC owns an exclusive license to the ‘090 patent with the exclusive right to decide whether any third party is granted a license to the ‘090 patent.

24. The marking or notice provisions of 35 U.S.C. § 287 have been satisfied with respect to the ‘090 patent.

25. Siemon is making, offering for sale, and selling angled patch panels with jacks that are covered by the ‘090 patent and, by its actions relating to such angled patch

panels, including the sale, offer for sale and manufacture thereof, Siemon has infringed and continues to infringe the '090 patent under 35 U.S.C. § 271(a) and will continue to do so unless enjoined by this Court. The infringing angled patch panels include at least the Accused Angled Z-MAX Patch Panels With Jacks.

26. Siemon had actual knowledge of the '090 patent at least as early as April 1, 2014.

27. The Accused Angled Z-MAX Patch Panels constitute at least a material component of the inventions claimed in at least claims 29, 36, and 39 of the '090 patent, which are directed to a telecommunications patch panel having jacks.

28. The Accused Angled Z-MAX Patch Panels, which are designed for use only with the Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-MAX 6 UTP Outlets, and Z-MAX 5e Shielded Outlets, have no substantial non-infringing use and are not a staple article of commerce.

29. The use of the Accused Angled Z-MAX Patch Panels with the Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-MAX 6 UTP Outlets, or Z-MAX 5e Shielded Outlets results in direct infringement of at least claims 29, 36, and 39 of the '090 patent. Upon information and belief, customers of Siemon use the Accused Angled Z-MAX Patch Panels with the Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-MAX 6 UTP Outlets, and Z-MAX 5e Shielded Outlets to directly infringe at least claims 29, 36, and 39 of the '090 patent.

30. Upon information and belief, Siemon is making and selling Accused Angled Z-MAX Patch Panels knowing the same to be especially made for use in an

infringement of the '090 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '090 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

31. The Accused Angled Tera-MAX Patch Panels constitute at least a material component of the inventions claimed in at least claims 29, 36, and 39 of the '090 patent, which are directed to a telecommunications patch panel having jacks.

32. The Accused Angled Tera-MAX Patch Panels, which are designed for use with jacks, including the Hybrid Z-MAX Outlets and the Tera Outlets, have no substantial non-infringing use and are not a staple article of commerce.

33. The use of the Accused Angled Tera-MAX Patch Panels with the Hybrid Z-MAX Outlets or the Tera Outlets results in direct infringement of at least claims 29, 36, and 39 of the '090 patent. Upon information and belief, customers of Siemon use the Accused Angled Tera-MAX Patch Panels with jacks, including with the Hybrid Z-MAX Outlets or with the Tera Outlets, to directly infringe at least claims 29, 36, and 39 of the '090 patent.

34. Upon information and belief, Siemon is making and selling Accused Angled Tera-MAX Patch Panels knowing the same to be especially made for use in an infringement of the '090 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '090 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

35. The Accused Angled MapIT G2 Smart Patch Panels constitute at least a material component of the inventions claimed in at least claims 29, 36, and 39 of the '090 patent, which are directed to a telecommunications patch panel having jacks.

36. The Accused Angled MapIT G2 Smart Patch Panels, which are designed for use with the Siemon shielded and unshielded Z-MAX Keystone outlets or unshielded MAX keystone outlets, have no substantial non-infringing use and are not a staple article of commerce.

37. The use of the Accused Angled MapIT G2 Smart Patch Panels with the Siemon shielded and unshielded Z-MAX Keystone outlets or unshielded MAX keystone outlets results in direct infringement of at least claims 29, 36, and 39 of the '090 patent. Upon information and belief, customers of Siemon use the Accused Angled MapIT G2 Smart Patch Panels with the Siemon shielded and unshielded Z-MAX Keystone outlets or unshielded MAX keystone outlets to directly infringe at least claims 29, 36, and 39 of the '090 patent.

38. Upon information and belief, Siemon is making and selling Accused Angled MapIT G2 Smart Patch Panels knowing the same to be especially made for use in an infringement of the '090 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '090 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

39. The Accused Angled MAX Patch Panels constitute at least a material component of the inventions claimed in at least claims 29, 36, and 39 of the '090 patent, which are directed to a telecommunications patch panel having jacks.

40. The Accused Angled MAX Patch Panels, which are designed for use with the Z-MAX Outlets or MAX modules, have no substantial non-infringing use and are not a staple article of commerce.

41. The use of the Accused Angled MAX Patch Panels with the Z-MAX Outlets or MAX modules results in direct infringement of at least claims 29, 36, and 39 of the '090 patent. Upon information and belief, customers of Siemon use the Accused Angled MAX Patch Panels with the Z-MAX Outlets or MAX modules to directly infringe at least claims 29, 36, and 39 of the '090 patent.

42. Upon information and belief, Siemon is making and selling Accused Angled MAX Patch Panels knowing the same to be especially made for use in an infringement of the '090 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '090 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

43. Upon information and belief, Siemon's actions induce infringement of the '090 patent under 35 U.S.C. § 271(b). Upon information and belief, at least since receiving written notice of the '090 patent Siemon has continued to make, offer for sale, and sell Accused Angled Z-MAX Patch Panels, Accused Angled Tera-MAX Patch Panels, Accused Angled MapIT G2 Smart Patch Panels, and Accused Angled MAX

Patch Panels and has not changed its product designs. Upon information and belief, Siemon has and continues to specifically intend that its customers infringe the '090 patent and knew and continues to know that its customer's acts constitute direct infringement of the '090 patent. Upon information and belief, Siemon has infringed and continues to infringe the '090 patent under 35 U.S.C. § 271(b) and will continue to do so unless enjoined by this Court.

44. Siemon's acts of infringement have been and continue to be willful, as Siemon knew of the '090 patent and that its manufacture, offer for sale, and sale of the accused angled patch panels would infringe the '090 patent, but acted despite an objectively high likelihood that such activities would infringe the '090 patent and this likelihood was known or so obvious that it should have been known to Siemon.

45. Plaintiffs have been damaged, both monetarily and irreparably, by Siemon's infringement of the '090 patent and will continue to be damaged in the future unless Siemon is enjoined from infringing the '090 patent.

Count II

Claim for Patent Infringement of U.S. Patent No. 7,244,144

46. Paragraphs 1–45 are incorporated into this Count by reference.

47. TES is the owner of U.S. Patent No. 7,244,144 (“the ‘144 patent”) which duly and legally issued on July 17, 2007. A copy of the ‘144 patent is attached as Exhibit C.

48. ADC owns an exclusive license to the ‘144 patent with the exclusive right to decide whether any third party is granted a license to the ‘144 patent.

49. The marking or notice provisions of 35 U.S.C. § 287 have been satisfied with respect to the '144 patent.

50. Siemon is making, offering for sale, and selling angled patch panels with jacks that are covered by the '144 patent and, by its actions relating to such angled patch panels, including the sale, offer for sale and manufacture thereof, Siemon has infringed and continues to infringe the '144 patent under 35 U.S.C. § 271(a) and will continue to do so unless enjoined by this Court. The infringing angled patch panels include at least the Accused Angled Z-MAX Patch Panels With Jacks.

51. Siemon had actual knowledge of the '144 patent at least as early as April 1, 2014.

52. The Accused Angled Z-MAX Patch Panels constitute at least a material component of the invention claimed in at least claim 1 of the '144 patent, which is directed to a telecommunications patch panel having jacks.

53. The Accused Angled Z-MAX Patch Panels, which are designed for use only with the Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-MAX 6 UTP Outlets, and Z-MAX 5e Shielded Outlets, have no substantial non-infringing use and are not a staple article of commerce.

54. The use of the Accused Angled Z-MAX Patch Panels with the Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-MAX 6 UTP Outlets, or Z-MAX 5e Shielded Outlets results in direct infringement of at least claim 1 of the '144 patent. Upon information and belief, customers of Siemon use the Accused Angled Z-MAX Patch Panels with the Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-MAX 6

UTP Outlets, and Z-MAX 5e Shielded Outlets to directly infringe at least claim 1 of the '144 patent.

55. Upon information and belief, Siemon is making and selling Accused Angled Z-MAX Patch Panels knowing the same to be especially made for use in an infringement of the '144 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '144 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

56. The Accused Angled Tera-MAX Patch Panels constitute at least a material component of the invention claimed in at least claim 1 of the '144 patent, which is directed to a telecommunications patch panel having jacks.

57. The Accused Angled Tera-MAX Patch Panels, which are designed for use with jacks, including the Hybrid Z-MAX Outlets and the Tera Outlets, have no substantial non-infringing use and are not a staple article of commerce.

58. The use of the Accused Angled Tera-MAX Patch Panels with the Hybrid Z-MAX Outlets or the Tera Outlets results in direct infringement of at least claim 1 of the '144 patent. Upon information and belief, customers of Siemon use the Accused Angled Tera-MAX Patch Panels with jacks, including with the Hybrid Z-MAX Outlets or with the Tera Outlets, to directly infringe at least claim 1 of the '144 patent.

59. Upon information and belief, Siemon is making and selling Accused Angled Tera-MAX Patch Panels knowing the same to be especially made for use in an infringement of the '144 patent and, by its actions relating to such angled patch panels,

including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '144 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

60. The Accused Angled MapIT G2 Smart Patch Panels constitute at least a material component of the invention claimed in at least claim 1 of the '144 patent, which is directed to a telecommunications patch panel having jacks.

61. The Accused Angled MapIT G2 Smart Patch Panels, which are designed for use with the Siemon shielded and unshielded Z-MAX Keystone outlets or unshielded MAX keystone outlets, have no substantial non-infringing use and are not a staple article of commerce.

62. The use of the Accused Angled MapIT G2 Smart Patch Panels with the Siemon shielded and unshielded Z-MAX Keystone outlets or unshielded MAX keystone outlets results in direct infringement of at least claim 1 of the '144 patent. Upon information and belief, customers of Siemon use the Accused Angled MapIT G2 Smart Patch Panels with the Siemon shielded and unshielded Z-MAX Keystone outlets or unshielded MAX keystone outlets to directly infringe at least claim 1 of the '144 patent.

63. Upon information and belief, Siemon is making and selling Accused Angled MapIT G2 Smart Patch Panels knowing the same to be especially made for use in an infringement of the '144 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '144 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

64. The Accused Angled MAX Patch Panels constitute at least a material component of the invention claimed in at least claim 1 of the '144 patent, which is directed to a telecommunications patch panel having jacks.

65. The Accused Angled MAX Patch Panels, which are designed for use with the Z-MAX Outlets or MAX modules, have no substantial non-infringing use and are not a staple article of commerce.

66. The use of the Accused Angled MAX Patch Panels with the Z-MAX Outlets or MAX modules results in direct infringement of at least claim 1 of the '144 patent. Upon information and belief, customers of Siemon use the Accused Angled MAX Patch Panels with the Z-MAX Outlets or MAX modules to directly infringe at least claim 1 of the '144 patent.

67. Upon information and belief, Siemon is making and selling Accused Angled MAX Patch Panels knowing the same to be especially made for use in an infringement of the '144 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '144 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

68. Upon information and belief, Siemon's actions induce infringement of the '144 patent under 35 U.S.C. § 271(b). Upon information and belief, at least since receiving written notice of the '144 patent Siemon has continued to make, offer for sale, and sell Accused Angled Z-MAX Patch Panels, Accused Angled Tera-MAX Patch Panels, Accused Angled MapIT G2 Smart Patch Panels, and Accused Angled MAX

Patch Panels and has not changed its product designs. Upon information and belief, Siemon has and continues to specifically intend that its customers infringe the '144 patent and knew and continues to know that its customer's acts constitute direct infringement of the '144 patent. Upon information and belief, Siemon has infringed and continues to infringe the '144 patent under 35 U.S.C. § 271(b) and will continue to do so unless enjoined by this Court.

69. Siemon's acts of infringement have been and continue to be willful, as Siemon knew of the '144 patent and that its manufacture, offer for sale, and sale of the accused angled patch panels would infringe the '144 patent, but acted despite an objectively high likelihood that such activities would infringe the '144 patent and this likelihood was known or so obvious that it should have been known to Siemon.

70. Plaintiffs have been damaged, both monetarily and irreparably, by Siemon's infringement of the '144 patent and will continue to be damaged in the future unless Siemon is enjoined from infringing the '144 patent.

Count III
Claim for Patent Infringement of U.S. Patent No. 7,534,135

71. Paragraphs 1–70 are incorporated into this Count by reference.

72. TES is the owner of U.S. Patent No. 7,534,135 (“the '135 patent”) which duly and legally issued on May 19, 2009. A copy of the '135 patent is attached as Exhibit D.

73. ADC owns an exclusive license to the '135 patent with the exclusive right to decide whether any third party is granted a license to the '135 patent.

74. The marking or notice provisions of 35 U.S.C. § 287 have been satisfied with respect to the '135 patent.

75. Siemon is making, offering for sale, and selling angled patch panels with jacks that are covered by the '135 patent and, by its actions relating to such angled patch panels, including the sale, offer for sale and manufacture thereof, Siemon has infringed and continues to infringe the '135 patent under 35 U.S.C. § 271(a) and will continue to do so unless enjoined by this Court. The infringing angled patch panels include at least the Accused Angled Z-MAX Patch Panels With Jacks.

76. Siemon had actual knowledge of the '135 patent at least as early as April 1, 2014.

77. The Accused Angled Z-MAX Patch Panels constitute at least a material component of the inventions claimed in at least claims 1, 37, and 87 of the '135 patent, which are directed to a telecommunications patch panel having jacks.

78. The Accused Angled Z-MAX Patch Panels, which are designed for use only with the Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-MAX 6 UTP Outlets, and Z-MAX 5e Shielded Outlets, have no substantial non-infringing use and are not a staple article of commerce.

79. The use of the Accused Angled Z-MAX Patch Panels with the Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-MAX 6 UTP Outlets, or Z-MAX 5e Shielded Outlets results in direct infringement of at least claims 1, 37, and 87 of the '135 patent. Upon information and belief, customers of Siemon use the Accused Angled Z-MAX Patch Panels with the Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-

MAX 6 UTP Outlets, and Z-MAX 5e Shielded Outlets to directly infringe at least claims 1, 37, and 87 of the '135 patent.

80. Upon information and belief, Siemon is making and selling Accused Angled Z-MAX Patch Panels knowing the same to be especially made for use in an infringement of the '135 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '135 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

81. The Accused Angled Tera-MAX Patch Panels constitute at least a material component of the inventions claimed in at least claims 1, 37, and 87 of the '135 patent, which are directed to a telecommunications patch panel having jacks.

82. The Accused Angled Tera-MAX Patch Panels, which are designed for use with jacks, including the Hybrid Z-MAX Outlets and the Tera Outlets, have no substantial non-infringing use and are not a staple article of commerce.

83. The use of the Accused Angled Tera-MAX Patch Panels with the Hybrid Z-MAX Outlets or the Tera Outlets results in direct infringement of at least claims 1, 37, and 87 of the '135 patent. Upon information and belief, customers of Siemon use the Accused Angled Tera-MAX Patch Panels with jacks, including with the Hybrid Z-MAX Outlets or with the Tera Outlets, to directly infringe at least claims 1, 37, and 87 of the '135 patent.

84. Upon information and belief, Siemon is making and selling Accused Angled Tera-MAX Patch Panels knowing the same to be especially made for use in an

infringement of the '135 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '135 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

85. The Accused Angled MapIT G2 Smart Patch Panels constitute at least a material component of the inventions claimed in at least claims 1, 37, and 87 of the '135 patent, which are directed to a telecommunications patch panel having jacks

86. The Accused Angled MapIT G2 Smart Patch Panels, which are designed for use with the Siemon shielded and unshielded Z-MAX Keystone outlets or unshielded MAX keystone outlets, have no substantial non-infringing use and are not a staple article of commerce.

87. The use of the Accused Angled MapIT G2 Smart Patch Panels with the Siemon shielded and unshielded Z-MAX Keystone outlets or unshielded MAX keystone outlets results in direct infringement of at least claims 1, 37, and 87 of the '135 patent. Upon information and belief, customers of Siemon use the Accused Angled MapIT G2 Smart Patch Panels with the Siemon shielded and unshielded Z-MAX Keystone outlets or unshielded MAX keystone outlets to directly infringe at least claims 1, 37, and 87 of the '135 patent.

88. Upon information and belief, Siemon is making and selling Accused Angled MapIT G2 Smart Patch Panels knowing the same to be especially made for use in an infringement of the '135 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to

infringe the '135 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

89. The Accused Angled MAX Patch Panels constitute at least a material component of the inventions claimed in at least claims 1, 37, and 87 of the '135 patent, which are directed to a telecommunications patch panel having jacks.

90. The Accused Angled MAX Patch Panels, which are designed for use with the Z-MAX Outlets or MAX modules, have no substantial non-infringing use and are not a staple article of commerce.

91. The use of the Accused Angled MAX Patch Panels with the Z-MAX Outlets or MAX modules results in direct infringement of at least claims 1, 37, and 87 of the '135 patent. Upon information and belief, customers of Siemon use the Accused Angled MAX Patch Panels with the Z-MAX Outlets or MAX modules to directly infringe at least claims 1, 37, and 87 of the '135 patent.

92. Upon information and belief, Siemon is making and selling Accused Angled MAX Patch Panels knowing the same to be especially made for use in an infringement of the '135 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '135 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

93. Upon information and belief, Siemon's actions induce infringement of the '135 patent under 35 U.S.C. § 271(b). Upon information and belief, at least since receiving written notice of the '135 patent Siemon has continued to make, offer for sale,

and sell Accused Angled Z-MAX Patch Panels, Accused Angled Tera-MAX Patch Panels, Accused Angled MapIT G2 Smart Patch Panels, and Accused Angled MAX Patch Panels and has not changed its product designs. Upon information and belief, Siemon has and continues to specifically intend that its customers infringe the '135 patent and knew and continues to know that its customer's acts constitute direct infringement of the '135 patent. Upon information and belief, Siemon has infringed and continues to infringe the '135 patent under 35 U.S.C. § 271(b) and will continue to do so unless enjoined by this Court.

94. Siemon's acts of infringement have been and continue to be willful, as Siemon knew of the '135 patent and that its manufacture, offer for sale, and sale of the accused angled patch panels would infringe the '135 patent, but acted despite an objectively high likelihood that such activities would infringe the '135 patent and this likelihood was known or so obvious that it should have been known to Siemon.

95. Plaintiffs have been damaged, both monetarily and irreparably, by Siemon's infringement of the '135 patent and will continue to be damaged in the future unless Siemon is enjoined from infringing the '135 patent.

Count IV

Claim for Patent Infringement of U.S. Patent No. 8,187,027

96. Paragraphs 1–95 are incorporated into this Count by reference.

97. TES is the owner of U.S. Patent No. 8,187,027 (“the ‘027 patent”) which duly and legally issued on May 29, 2012. A copy of the ‘027 patent is attached as Exhibit E.

98. ADC owns an exclusive license to the '027 patent with the exclusive right to decide whether any third party is granted a license to the '027 patent.

99. The marking or notice provisions of 35 U.S.C. § 287 have been satisfied with respect to the '027 patent.

100. Siemon is making, offering for sale, and selling angled patch panels that are covered by the '027 patent and, by its actions relating to such angled patch panels, including the sale, offer for sale and manufacture thereof, Siemon has infringed and continues to infringe the '027 patent under 35 U.S.C. § 271(a) and will continue to do so unless enjoined by this Court. The infringing angled patch panels include at least the Accused Angled Z-MAX Patch Panels With Jacks.

101. Siemon had actual knowledge of the '027 patent at least as early as April 1, 2014.

102. The Accused Angled Z-MAX Patch Panels constitute at least a material component of the invention claimed in at least claim 1 of the '027 patent, which is directed to a telecommunications equipment assembly having plug-receiving ports.

103. The Accused Angled Z-MAX Patch Panels, which are designed for use only with the Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-MAX 6 UTP Outlets, and Z-MAX 5e Shielded Outlets, have no substantial non-infringing use and are not a staple article of commerce.

104. The use of the Accused Angled Z-MAX Patch Panels with the Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-MAX 6 UTP Outlets, or Z-MAX 5e Shielded Outlets results in direct infringement of at least claim 1 of the '027 patent.

Upon information and belief, customers of Siemon use the Accused Angled Z-MAX Patch Panels with the Z-MAX 6A Shielded Outlets, Z-MAX 6A UTP Outlets, Z-MAX 6 UTP Outlets, and Z-MAX 5e Shielded Outlets to directly infringe at least claim 1 of the '027 patent.

105. Upon information and belief, Siemon is making and selling Accused Angled Z-MAX Patch Panels knowing the same to be especially made for use in an infringement of the '027 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '027 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

106. The Accused Angled Tera-MAX Patch Panels constitute at least a material component of the invention claimed in at least claim 1 of the '027 patent, which is directed to a telecommunications equipment assembly having plug-receiving ports.

107. The Accused Angled Tera-MAX Patch Panels, which are designed for use with jacks, including the Hybrid Z-MAX Outlets and the Tera Outlets, have no substantial non-infringing use and are not a staple article of commerce.

108. The use of the Accused Angled Tera-MAX Patch Panels with the Hybrid Z-MAX Outlets or the Tera Outlets results in direct infringement of at least claim 1 of the '027 patent. Upon information and belief, customers of Siemon use the Accused Angled Tera-MAX Patch Panels with jacks, including with the Hybrid Z-MAX Outlets or with the Tera Outlets, to directly infringe at least claim 1 of the '027 patent.

109. Upon information and belief, Siemon is making and selling Accused Angled Tera-MAX Patch Panels knowing the same to be especially made for use in an infringement of the '027 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '027 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

110. The Accused Angled MapIT G2 Smart Patch Panels constitute at least a material component of the invention claimed in at least claim 1 of the '027 patent, which is directed to a telecommunications equipment assembly having plug-receiving ports.

111. The Accused Angled MapIT G2 Smart Patch Panels, which are designed for use with the Siemon shielded and unshielded Z-MAX Keystone outlets or unshielded MAX keystone outlets, have no substantial non-infringing use and are not a staple article of commerce.

112. The use of the Accused Angled MapIT G2 Smart Patch Panels with the Siemon shielded and unshielded Z-MAX Keystone outlets or unshielded MAX keystone outlets results in direct infringement of at least claim 1 of the '027 patent. Upon information and belief, customers of Siemon use the Accused Angled MapIT G2 Smart Patch Panels with the Siemon shielded and unshielded Z-MAX Keystone outlets or unshielded MAX keystone outlets to directly infringe at least claim 1 of the '027 patent.

113. Upon information and belief, Siemon is making and selling Accused Angled MapIT G2 Smart Patch Panels knowing the same to be especially made for use in an infringement of the '027 patent and, by its actions relating to such angled patch panels,

including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '027 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

114. The Accused Angled MAX Patch Panels constitute at least a material component of the invention claimed in at least claim 1 of the '027 patent, which is directed to a telecommunications equipment assembly having plug-receiving ports.

115. The Accused Angled MAX Patch Panels, which are designed for use with the Z-MAX Outlets or MAX modules, have no substantial non-infringing use and are not a staple article of commerce.

116. The use of the Accused Angled MAX Patch Panels with the Z-MAX Outlets or MAX modules results in direct infringement of at least claim 1 of the '027 patent. Upon information and belief, customers of Siemon use the Accused Angled MAX Patch Panels with the Z-MAX Outlets or MAX modules to directly infringe at least claim 1 of the '027 patent.

117. Upon information and belief, Siemon is making and selling Accused Angled MAX Patch Panels knowing the same to be especially made for use in an infringement of the '027 patent and, by its actions relating to such angled patch panels, including the sale and offer for sale thereof, Siemon has infringed and continues to infringe the '027 patent under 35 U.S.C. § 271(c) and will continue to do so unless enjoined by this Court.

118. Upon information and belief, Siemon's actions induce infringement of the '027 patent under 35 U.S.C. § 271(b). Upon information and belief, at least since

receiving written notice of the '027 patent Siemon has continued to make, offer for sale, and sell Accused Angled Z-MAX Patch Panels, Accused Angled Tera-MAX Patch Panels, Accused Angled MapIT G2 Smart Patch Panels, and Accused Angled MAX Patch Panels and has not changed its product designs. Upon information and belief, Siemon has and continues to specifically intend that its customers infringe the '027 patent and knew and continues to know that its customer's acts constitute direct infringement of the '027 patent. Upon information and belief, Siemon has infringed and continues to infringe the '027 patent under 35 U.S.C. § 271(b) and will continue to do so unless enjoined by this Court.

119. Siemon's acts of infringement have been and continue to be willful, as Siemon knew of the '027 patent and that its manufacture, offer for sale, and sale of the accused angled patch panels would infringe the '027 patent, but acted despite an objectively high likelihood that such activities would infringe the '027 patent and this likelihood was known or so obvious that it should have been known to Siemon.

120. Plaintiffs have been damaged, both monetarily and irreparably, by Siemon's infringement of the '027 patent and will continue to be damaged in the future unless Siemon is enjoined from infringing the '027 patent.

Demand for Jury Trial

121. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs hereby demand a jury trial for all issues so triable in this action.

Prayer for Relief

WHEREFORE, Plaintiffs pray for relief as follows:

- a. a judgment that Defendant has infringed the '090 patent, '144 patent, '135 patent, and '027 patent and that Defendant's infringement was willful;
- b. both preliminary and permanent injunctions enjoining and restraining Defendant, its officers, directors, agents, servants, employees, attorneys and all others acting under or through it, directly or indirectly, from infringing the '090 patent, '144 patent, '135 patent, and '027 patent;
- c. a judgment and order requiring Defendant to pay all appropriate damages, including prejudgment and post-judgment interest, under 35 U.S.C. § 284, and treble damages if any of the infringement is determined to be willful;
- d. a judgment and order requiring Defendant to pay the costs of this action, including all disbursements and attorney fees, if this case is exceptional as provided by 35 U.S.C. § 285; and
- e. such other and further relief as the Court deems just and proper.

Dated: June 2, 2014

Respectfully submitted,

s/ Timothy A. Lindquist

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