

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

ATLAS IP, LLC, a Florida Limited Liability Corporation, )  
 )  
 Plaintiff, )  
 )  
 v. ) Civ. No. 1:14-cv-22065-PAS  
 )  
 MEDTRONIC, INC., a Minnesota Corporation, and )  
 MEDTRONIC USA, INC., a Minnesota Corporation, )  
 )  
 Defendants. )

**AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff, Atlas IP, LLC (“Atlas”), alleges by way of complaint against defendants, Medtronic, Inc. (“Medtronic”) and Medtronic USA, Inc. (“Medtronic USA”) (collectively “defendants”) as follows:

***Atlas and Its Patents***

1. Atlas is a Florida LLC with a principal place of business at One SE Third Avenue, Suite 1200, Miami, Florida 33131.
2. Atlas is the owner by assignment of U.S. Patent Nos. 5,371,734 (“the ‘734 patent”), entitled *Medium access control protocol for wireless network*. ECF Docket No. 1-4.
3. The invention of the ‘734 patent, the application for which was filed in January 1993, is directed to “a reliable medium access control (MAC) protocol for wireless, preferably radio frequency (RF), LAN-type network communications among a plurality of resources, such a[s] a battery powered portable computers.” ‘734 Patent, col. 5, lines 10-14.
4. Representative claim 14 of the ‘734 patent reads:  
  
A communicator for wirelessly transmitting frames to and receiving frames from a least one additional communicator in accordance with a predetermined medium access control protocol, the communicators which transmit and receive the frames constituting a Group, each communicator including a transmitter and a receiver for transmitting and receiving

the frames respectively, the medium access control protocol controlling each communicator of the Group to effect predetermined functions comprising:

designating one of the communicators of the Group as a hub and the remaining the communicators of the Group as remotes;

the hub establishing repeating communication cycles, each of which has intervals during which the hub and the remotes transmit and receive frames;

the hub transmitting information to the remotes to establish the communication cycle and a plurality of predeterminable intervals during each communication cycle, the intervals being ones when the hub is allowed to transmit frames to the remotes, when the remotes are allowed to transmit frames to the hub, and when each remote is expected to receive a frame from the hub;

the remotes powering off their transmitters during times other than those intervals when the remote is allowed to transmit frames to the hub, by using the information transmitted from the hub;

the remotes powering off their receivers during times other than those intervals when the remote is expected to receive a frame from the hub, by using the information transmitted from the hub;

the hub establishing the length of each communication cycle; and

the hub transmitting a frame containing information describing the length of the communication cycle whose length is established.

### ***The Defendants and the Accused Products***

5. Medtronic is a Minnesota corporation with a principal place of business at 710 Medtronic Parkway, Minneapolis, Minnesota 55432.

6. Medtronic USA is a Minnesota corporation permanent place of business in this Judicial District at Doral Corporate Centre II, 3750 NW 87th Avenue, Suite 700, Miami, Florida 33178.

On information and belief, Medtronic USA is a subsidiary of Medtronic.

7. The defendants manufacture and sell the N'Vision Clinician Programmer, a device used to communicate via radio frequency ("RF") telemetry with the Medtronic Restore, RestoreUltra, RestoreAdvanced, RstoreSensor, RestorePrime, PrimeAdvanced and Itrel 4 models of

neurostimulators in order to select and adjust the electrical impulses that the neurostimulators administer to a patient.

8. The N'Vision Clinician Programmer also communicates via RF telemetry with the Medtronic Synchromed and Synchromed II programmable infusion pump used for drug delivery in Intrathecal Baclofen Therapy to control the delivery of the drug.

9. The defendants manufacture and sell and/or distribute implantable defibrillators and pacemakers, model 2490 and 2020 monitors, and 2090 programmers that communicate with one another via radio frequency telemetry

10. Upon information and belief, the Defendants, at all times relevant to this complaint, have been doing business in this Judicial District by, *inter alia*, selling and offering for sale the products identified in paragraphs 7 and 8 herein, and products equivalent thereto ("the Accused Neurotransmitter Products"), as well as the products identified in paragraph 9 herein, and products equivalent thereto ("the Accused Cardiac Products") in this Judicial District.

11. The Accused Neurotransmitter Products and the Accused Cardiac Products (collectively "the Accused Products") are designed to form a communication group when a base and remote device are in range of one another.

12. The Accused Products each include a transceiver consisting of a transmitter and receiver that transmits and receives packets of data.

13. The Accused Products operate to, *inter alia*, exchange identification information, open bi-directional communications, and perform the drug delivery, neurostimulation, and cardiac therapeutic functions.

14. The Accused Products form a group of at least one device operating in remote mode, and one device operating in base mode.

15. The base will transmit one or more frames of data to a remote that initiates a communication session, and which allow the remote to calculate the duration of the communication session and its constituent intervals before the remote transmits to the base during the communication session.

16. During the communication session, the remote and base devices will transmit and receive packets of data to and from one another.

17. During the transmission period, the remotes expect to receive a message from the base comprising one or more packets of data.

18. During the reception period, the remotes send return messages to the base, which may or may not provide an acknowledgement of reception, and/or one or more packets of data.

19. The base establishes communication cycles that repeat in some predetermined fashion. During each such communication cycle, there are intervals during which the hub and the remotes transmit and receive frames.

20. A remote has the ability to power off its transmitter during times other than those when it is transmitting data.

21. A remote has the ability to power off its receiver during times other than those when it is receiving data.

22. Once a remote has transmitted data packets to the base, if its receiver has been powered down, it activates its receiver to await the reception of data from the base.

#### **Jurisdiction and Venue**

23. This Court has subject matter jurisdiction pursuant to 35 U.S.C. § 1338(a).

24. Venue is proper in this Judicial District pursuant to 35 U.S.C. § 1400(b).

25. This Court has personal jurisdiction over the Defendants by virtue of the Defendants

having done business in this Judicial District. This Court also has personal jurisdiction over Medtronic USA by virtue of this company's permanent place of business in this Judicial District.

***Count I – Patent Infringement***

26. Atlas hereby incorporates by reference the allegations contained in paragraphs 1-25, above.

27. The Defendants' manufacture, use, sale and/or offer to sell the Accused Neurostimulators Products constitute direct infringement of claims 11, 14 and 21 of the '734 patent, and the Defendants' manufacture, use, sale and/or offer to sell the Accused Cardiac Products constitute direct infringement of claim 14 of the '734 patent pursuant to 35 U.S.C. §271(a).

28. The Defendants' infringement of the '734 patent has caused injury to Atlas.

29. Atlas has not made or sold, or had made or sold for it, any product covered by the claims of the '734. Of Atlas's predecessors in interest in the ownership of the '734 patent, only Digital Ocean Inc. made or sold, or had made or sold, products covered by the claims of the '734 patent. Digital Ocean marked all such products with the '734 patent number.

WHEREFORE, Atlas respectfully requests that this Court award it compensatory damages sufficient to compensate for defendants' infringement and interest thereon, and award Atlas such further relief in law and/or equity as the Court deems appropriate.

Respectfully submitted,

/s/Curtis Carlson

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Date: August 13, 2014

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury.

Respectfully submitted,

/s/Curtis Carlson

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Date: August 14, 2014

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 14, 2014, the foregoing document was served on all counsel of record who are deemed to have consented to electronic service via the Court's CM/ECF system, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

By: /s/Curtis Carlson