

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

SKIPPRINT, LLC

Plaintiff,

v.

CENVEO, INC.

Defendant

Case No. _____

**COMPLAINT FOR PATENT
INFRINGEMENT, PERMANENT
INJUNCTION AND DAMAGES**

DEMAND FOR JURY TRIAL

For its Complaint against Defendant Cenveo, Inc. (“Defendant”), Plaintiff
SkipPrint, LLC (“SkipPrint”) alleges as follows:

THE PARTIES

1. Plaintiff SkipPrint LLC (“SkipPrint”) is a Delaware corporation having a principal place of business at 1875 Century Park East, Suite 700, Los Angeles, CA 90067.
2. On information and belief, Defendant Cenveo, Inc. is a Colorado corporation with its headquarters at 200 First Stamford Place, 2nd Floor, Stamford, Connecticut 06902.

JURISDICTION AND VENUE

3. This is a civil action for patent infringement arising under the Patent Act of the United States, 35 U.S.C. §§ 1 *et seq.* This court has subject matter jurisdiction of such federal question claims pursuant to 28 U.S.C. §§ 1331 and 1338(a).
4. Venue is proper under 28 U.S.C. §§ 1391(b), 1391(c) and 1400(b) in that the acts and transactions complained of herein were conceived, carried out, made

effective, and had effect within the State of Minnesota and within this district, among other places. Defendant resides in this judicial district by virtue of its business activities in this district, has committed acts of infringement in this judicial district, or has committed acts of contributory infringement and inducement of infringement within this judicial district.

SKIPPRINT'S PATENTS-IN-SUIT

5. On June 13, 2000, the United States Patent & Trademark Office duly and legally issued United States Letters Patent No. 6,076,080 (“the ‘080 Patent”), entitled “FORMS ORDER ENTRY SYSTEM.”

6. The ‘080 patent claims, among other things, computer-based forms order entry systems. This invention enables an efficient, innovative, and user-friendly electronic online forms order entry process.

7. The ‘080 patent is owned by The Standard Register Company. To allow enforcement and protection of this patent and the technology it represents, in December 2012, The Standard Register Company executed an exclusive license agreement with SkipPrint, LLC (“Standard Register Exclusive License Agreement”) and, by this Standard Register Exclusive License Agreement, granted SkipPrint the exclusive right to practice, enforce, and sublicense, among other rights, the ‘080 Patent, effective December 31, 2012.

8. On September 9, 1997, the United States Patent & Trademark Office duly and legally issued United States Letters Patent No. 5,666,493 (“the ‘493 Patent”), entitled

“SYSTEM FOR MANAGING CUSTOMER ORDERS AND METHOD OF IMPLEMENTATION.”

9. On May 23, 2006, the United States Patent & Trademark Office duly and legally issued United States Letters Patent No. 7,050,995 (“the ‘995 Patent”), entitled “SYSTEM FOR MANAGING ORDERS AND METHOD OF IMPLEMENTATION.”

10. On June 6, 2006, the United States Patent & Trademark Office duly and legally issued United States Letters Patent No. 7,058,596 (“the ‘596 Patent”), entitled “SYSTEM FOR MANAGING ORDERS AND METHODS OF IMPLEMENTATION.”

11. The ‘493, ‘995, and ‘596 patents are owned by Lykes Bros, Inc. To allow enforcement and protection of this patent and the technology it represents, in December, 2012, Lykes Bros., Inc. executed an exclusive license agreement with SkipPrint, LLC (“Lykes Bros. Exclusive License Agreement”) and, by this Lykes Bros. Exclusive License Agreement, granted SkipPrint the exclusive right to practice, enforce, and sublicense, among other rights, the ‘995 Patent.

12. On October 5, 1999, the United States Patent & Trademark Office duly and legally issued United States Letters Patent No. 5,963,641 (“the ‘641 Patent”), entitled “DEVICE AND METHOD FOR EXAMINING, VERIFYING, CORRECTING, AND APPROVING ELECTRONIC DOCUMENTS PRIOR TO PRINTING, TRANSMISSION, OR RECORDING.”

13. The ‘641 patent claims, among other things, computer-based pre-flighting systems and methods. This invention enables an efficient, innovative, and user-friendly system for pre-flighting electronic documents intended for printing.

14. The '641 patent is owned by the Markzware corporation. To allow enforcement and protection of this patent and the technology it represents, in February, 2013, Markzware executed an exclusive license agreement with SkipPrint, LLC ("Markzware Exclusive License Agreement") and, by this Markzware Exclusive License Agreement, granted SkipPrint the exclusive right to practice, enforce, and sublicense, among other rights, the '641 Patent, effective February 26, 2013.

15. Cenveo was put on notice of these patents as early as October 20, 2014, when SkipPrint sent a letter to Cenveo notifying Cenveo of its infringing activities. Therefore, Cenveo had knowledge of the patents-in-suit as early as October 20, 2014.

CLAIM I
INFRINGEMENT OF U.S. PATENT NO. 6,076,080

16. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1-15 of the Complaint as though fully set forth herein.

17. On information and belief, Defendant Cenveo has been and now is infringing the '080 patent in the State of Minnesota, including claim 1 for example, in this judicial district, and elsewhere in the United States by providing their web-based online storefront system(s) to at least their U.S. customers over the Internet through their storefront online services, e.g., eCatalog, eCENERGY, and cShop.

18. By making, using, selling, and offering for sale such systems, and all like products and related services that are covered by one or more claims of the '080 patent, Defendant Cenveo has infringed and continues to directly infringe the '080 Patent, including infringement under 35 U.S.C. § 271(a) and (f).

19. Defendant Cenveo's storefront online services are accompanied with online marketing, encouraging its customers to operate these systems and services in an infringing manner. This information about these services can be found, for example, at <http://www.cenveoedu.com/services-ecommerce/>.

20. On information and belief, as a result of Defendant Cenveo's encouragement, through at least its online marketing, Defendant Cenveo's customers were induced to operate these systems and services, namely Defendant Cenveo's storefront online services, in an infringing manner. For instance, Defendant Cenveo's customers would visit websites such as:

http://www2.printable.com/ccs_login.asp?CCID=677460,

http://www2.printable.com/ccs_login.asp?CCID=683070&log=out,

<https://marcomcentral.app.pti.com/cenveominneapolis/wyndham>, or

https://marcomcentral.app.pti.com/printone/login.aspx?company_id=15137 and follow the instructions set forth at this site to operate the accused systems and services in an infringing manner.

21. Accordingly, Defendant has also indirectly infringed and continues to indirectly infringe the '080 patent by actively inducing others to cause direct infringement—specifically, customers and partners of Defendant—who operate these systems and methods that embody or otherwise practice one or more claims of the '080 patent when Defendant had knowledge of the '080 patent and knew or should have

known that their actions would induce direct infringement by others and intended that their actions would induce direct infringement by others.

22. On information and belief, Defendant will continue to infringe the '080 Patent unless enjoined by this Court.

23. On information and belief, Defendant's infringement of the '080 Patent is, has been, and continues to be willful and deliberate.

24. As a direct and proximate result of Defendant's infringement of the '080 Patent, SkipPrint has been and continues to be damaged in an amount yet to be determined.

25. Unless a preliminary and permanent injunction are issued enjoining Defendant and its officers, agents, servants and employees, and all others acting on their behalf or in concert with Defendant, from infringing the '080 Patent, SkipPrint, will be greatly and irreparably harmed.

CLAIM II
INFRINGEMENT OF U.S. PATENT NO. 7,050,995

26. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1-25 of the Complaint as though fully set forth herein.

27. On information and belief, Defendant Cenveo has been and now is infringing the '995 patent in the State of Minnesota, including claims 17 and 32 for example, in this judicial district, and elsewhere in the United States by providing their web-based online storefront system(s) to at least their U.S. customers over the Internet through their use of: their online store front system, information of which can be found at

<http://www.cenveoedu.com/services-ecommerce/>; and their Fulfillment and Warehousing services, information of which can be found at <http://www.cenveo.com/fulfillment-warehousing.htm>.

28. By making, using, selling, and offering for sale such systems, and all like products and related services that are covered by one or more claims of the '995 patent, Defendant Cenveo has infringed and continues to directly infringe the '995 Patent, including infringement under 35 U.S.C. § 271(a) and (f).

29. On information and belief, Defendant will continue to infringe the '995 Patent unless enjoined by this Court.

30. On information and belief, Defendant's infringement of the '995 Patent is, has been, and continues to be willful and deliberate.

31. As a direct and proximate result of Defendant's infringement of the '995 Patent, SkipPrint has been and continues to be damaged in an amount yet to be determined.

32. Unless a preliminary and permanent injunction are issued enjoining Defendant and its officers, agents, servants and employees, and all others acting on their behalf or in concert with Defendant, from infringing the '995 Patent, SkipPrint, will be greatly and irreparably harmed.

CLAIM III
INFRINGEMENT OF U.S. PATENT NO. 5,666,493

33. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1-32 of the Complaint as though fully set forth herein.

34. On information and belief, Defendant Cenveo has been and now is infringing the '493 patent in the State of Minnesota, including claim 2 for example, in this judicial district, and elsewhere in the United States by providing their web-based online storefront system(s) to at least their U.S. customers over the Internet through their use of: their online store front system, information of which can be found at <http://www.cenveoedu.com/services-ecommerce/>; and their Fulfillment and Warehousing services, information of which can be found at <http://www.cenveo.com/fulfillment-warehousing.htm>.

35. By making, using, selling, and offering for sale such systems, and all like products and related services that are covered by one or more claims of the '493 patent, Defendant Cenveo has infringed and continues to directly infringe the '493 Patent, including infringement under 35 U.S.C. § 271(a) and (f).

36. On information and belief, Defendant will continue to infringe the '493 Patent unless enjoined by this Court.

37. On information and belief, Defendant's infringement of the '493 Patent is, has been, and continues to be willful and deliberate.

38. As a direct and proximate result of Defendant's infringement of the '493 Patent, SkipPrint has been and continues to be damaged in an amount yet to be determined.

39. Unless a preliminary and permanent injunction are issued enjoining Defendant and its officers, agents, servants and employees, and all others acting on their

behalf or in concert with Defendant, from infringing the '493 Patent, SkipPrint, will be greatly and irreparably harmed.

CLAIM IV
INFRINGEMENT OF U.S. PATENT NO. 7,058,596

40. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1-39 of the Complaint as though fully set forth herein.

41. On information and belief, Defendant Cenveo has been and now is infringing the '596 patent in the State of Minnesota, including claim 4 for example, in this judicial district, and elsewhere in the United States by providing their web-based online storefront system(s) to at least their U.S. customers over the Internet through their use of: their online store front system, information of which can be found at <http://www.cenveoedu.com/services-ecommerce/>; and their Fulfillment and Warehousing services, information of which can be found at <http://www.cenveo.com/fulfillment-warehousing.htm>.

42. By making, using, selling, and offering for sale such systems, and all like products and related services that are covered by one or more claims of the '596 patent, Defendant Cenveo has infringed and continues to directly infringe the '596 Patent, including infringement under 35 U.S.C. § 271(a) and (f).

43. On information and belief, Defendant will continue to infringe the '596 Patent unless enjoined by this Court.

44. On information and belief, Defendant's infringement of the '596 Patent is, has been, and continues to be willful and deliberate.

45. As a direct and proximate result of Defendant's infringement of the '596 Patent, SkipPrint has been and continues to be damaged in an amount yet to be determined.

46. Unless a preliminary and permanent injunction are issued enjoining Defendant and its officers, agents, servants and employees, and all others acting on their behalf or in concert with Defendant, from infringing the '596 Patent, SkipPrint, will be greatly and irreparably harmed.

CLAIM V
INFRINGEMENT OF U.S. PATENT NO. 5,963,641

47. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1-46 of the Complaint as though fully set forth herein.

48. On information and belief, Defendant Cenveo has been and now is infringing the '641 patent in the State of Minnesota, including claim 10 for example, in this judicial district, and elsewhere in the United States by providing or using their storefront online services, information of which can be found at <http://www.cenveoedu.com/services-ecommerce/>.

49. By making, using, selling, and offering for sale such systems, and all like products and related services that are covered by one or more claims of the '641 patent, Defendant Cenveo has infringed and continues to directly infringe the '641 Patent, including infringement under 35 U.S.C. § 271(a) and (f).

50. On information and belief, Defendant will continue to infringe the '641 Patent unless enjoined by this Court.

51. On information and belief, Defendant's infringement of the '641 Patent is, has been, and continues to be willful and deliberate.

52. As a direct and proximate result of Defendant's infringement of the '641 Patent, SkipPrint has been and continues to be damaged in an amount yet to be determined.

53. Unless a preliminary and permanent injunction are issued enjoining Defendant and its officers, agents, servants and employees, and all others acting on their behalf or in concert with Defendant, from infringing the '641 Patent, SkipPrint, will be greatly and irreparably harmed.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff SkipPrint, LLC prays for judgment against the Defendant as follows:

(1) For a judicial determination and declaration that the Defendant has infringed, and continue to infringe, United States Letters Patent Nos. 6,076,080; 5,666,493; 7,050,995; 7,058,596; and 5,963,641;

(2) For a judicial determination and decree that the Defendant, its respective subsidiaries, officers, agents, servants, employees, licensees, and all other persons or entities acting or attempting to act in active concert or participation with them or acting on their behalf, be preliminarily and permanently enjoined from further infringement of the '080, '493, '995, '596, and '641 Patents;

(3) For a declaration that the Defendant notify all of its customers, vendors and users of the infringing system(s) and customers' participation in the infringement with

Defendant's encouragement, and that Defendant encourage its customers, vendors and users to cease all such infringing actions;

(4) For a judicial decree that orders Defendant to account for and pay to SkipPrint, LLC all damages caused to SkipPrint, LLC by reason of Defendant's infringement pursuant to 35 U.S.C. Section 284, including enhanced damages under 35 U.S.C. Section 285;

(5) For an award of damages according to proof at trial;

(6) For a judicial order awarding to SkipPrint, LLC pre-judgment and post-judgment interest on the damages caused to it by Defendant's infringement; and

(7) For any such other and further relief as the Court may deem just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable.

Date: November 17, 2014

Respectfully submitted,

By: s/ Jeffrey C. Brown

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