



1 Plaintiff iRISE, for its First Amended Complaint against Defendant  
2 AXURE SOFTWARE SOLUTIONS, INC. (“Defendant AXURE”), alleges as  
3 follows:

4 **JURISDICTION AND VENUE**

5 1. This is a civil action for patent infringement arising under 35  
6 U.S.C. §§ 271 and 281.

7 2. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and  
8 1338(a).

9 3. Venue is proper in this Judicial District pursuant to 28 U.S.C.  
10 §§ 1391(b) and 1391(c).

11 **THE PARTIES**

12 4. Plaintiff iRISE is a California corporation with its principal place  
13 of business at 2301 Rosecrans Avenue, Suite 4100, El Segundo, CA 90245.

14 5. Defendant AXURE is a California Corporation with its principal  
15 place of business at 311 Fourth Avenue, Suite 617, San Diego, CA 92101. This  
16 Court possesses personal jurisdiction over Defendant AXURE.

17 **FACTUAL ALLEGATIONS**

18 6. Plaintiff iRISE is the owner of all right, title, and interest in United  
19 States Patent No. 7,349,837 (the “’837 Patent”), entitled “Systems and Methods  
20 for a Programming Environment for a Simulation of a Computer Application,”  
21 which issued on March 25, 2008. A true and correct copy of the ’837 Patent is  
22 attached hereto as Exhibit A.

23 7. Plaintiff iRISE offers for sale and sells various computer software  
24 products, including products related to the creation of prototypes for websites  
25 and applications that fall within the scope of Claims 1, 4, 10, 11, 14, 40, 41, and  
26 44 of the ’837 Patent, within this Judicial District and throughout the United  
27 States.

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1           8. Plaintiff iRISE is informed and believes, and thereupon alleges,  
2 that Defendant AXURE offers for sale and sells, within this Judicial District and  
3 throughout the United States, various computer software products, including a  
4 software product related to the creation of prototypes for websites and  
5 applications that Defendant AXURE markets as “Axure RP Pro.”

6           9. On June 3, 2008, Plaintiff iRISE filed a lawsuit in this Court  
7 against Defendant AXURE alleging infringement of the ’837 patent: *iRise v.*  
8 *Axure Software Solutions, Inc.*, No. 2:08-cv-03601 SJO (JWJx) (the “2008  
9 Lawsuit”). In the 2008 Lawsuit, Plaintiff iRISE alleged that Defendant AXURE  
10 infringed the ’837 Patent by conduct occurring on or before June 3, 2008. A  
11 true and correct copy of Plaintiff iRISE’s “Complaint for Patent Infringement”  
12 from the 2008 Lawsuit (without its exhibit) is attached as Exhibit B.

13           10. Defendant AXURE raised invalidity and non-infringement of the  
14 ’837 Patent as defenses in the 2008 Lawsuit. In addition, Defendant AXURE  
15 asserted a counterclaim in the 2008 Lawsuit seeking a declaratory judgment of  
16 invalidity of the ’837 Patent and a declaratory judgment of non-infringement of  
17 the ’837 Patent. A true and correct copy of Defendant AXURE’s “Answer of  
18 Axure Software Solutions to Plaintiff iRise’s Complaint; and Counterclaims”  
19 from the 2008 Lawsuit is attached as Exhibit C.

20           11. In the 2008 Lawsuit, on September 11, 2009, this Court granted  
21 partial summary judgment that Defendant AXURE literally infringed the ’837  
22 Patent and that Defendant AXURE’s then-existing Axure RP Pro products—  
23 Axure RP Pro 5.0, Axure RP Pro 5.1, and Axure RP Pro 5.5—contained an  
24 element corresponding to every limitation of Claims 1, 4, 10, 11, 14, 40, 41, and  
25 44 of the ’837 Patent. A true and correct copy of this Court’s “Order Granting  
26 In Part, Denying In Part Motion of Plaintiff iRise for Partial Summary Judgment  
27 of Infringement of U.S. Patent No. 7,349,837; Denying Axure’s Motion for  
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1 Summary Judgment of Noninfringement and Invalidity” from the 2008 Lawsuit  
2 is attached as Exhibit D.

3 12. In granting in part Plaintiff iRISE’s motion for partial summary  
4 judgment in the 2008 Lawsuit, this Court determined that elements of the then-  
5 existing versions of Axure RP Pro met the limitations of the ’837 Patent as  
6 follows:

Claim Limitation	Axure RP Pro Element	Order Citation (Ex. D)
Simulation of the Computer Application	Prototype	41:15-25 and 43:2-8
Programming Area	Wireframe Pane	42:18-20
Graphical Representations of a Primitive	Widgets	42:20-23
Requirements Area	Specification field of the Annotations Pane	45:24-26

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17 13. In granting in part Plaintiff iRISE’s motion for partial summary  
18 judgment in the 2008 Lawsuit, this Court determined that elements of  
19 Axure RP Pro 5.0, Axure RP Pro 5.1, and Axure RP Pro 5.5 met all of the  
20 limitations of Claims 1, 4, 10, 11, 14, 40, 41, and 44 of the ’837 Patent. For  
21 example, this Court held that the then-available versions of Axure RP Pro  
22 included at least the following elements that read on the limitations of Claim 1  
23 of the ’837 patent: (1) “display[ing] on a computer display a programming area  
24 . . . comprising one or more graphical representations of one or more primitives  
25 for programming of the simulation of the computer application” (Ex. D, 43:10-  
26 13); (2) “receiv[ing] control indications from users to arrange the one or more  
27 primitives to program the simulation” (*id.*, 43:25-26); (3) “display[ing] on a  
28 computer display a requirements area comprising one or more requirements,

1 wherein the programming area and the requirements area are displayed at the  
 2 same time” (*id.*, 48:20-22); (4) “associat[ing] primitives, . . . with requirements”  
 3 (*id.*, 50:10); and (5) “stor[ing] associations between primitives and  
 4 requirements” (*id.*, 54:21) (internal quotation marks omitted for all).

5 14. Plaintiff iRISE is informed and believes, and thereupon alleges,  
 6 that Defendant AXURE’s currently available Axure RP Pro products, including  
 7 Axure RP Pro 7, are essentially the same as, or only colorably different from,  
 8 Axure RP Pro 5.0, Axure RP Pro 5.1, and Axure RP Pro 5.5. For example, a  
 9 true and correct copy of the publicly available change log describing the  
 10 alterations between each version of Axure RP from Axure RP Pro 5.0,  
 11 Axure RP Pro 5.1, and Axure RP Pro 5.5 to Axure RP Pro 7, which was  
 12 available on Defendant AXURE’s webpage as of March 10, 2015, is attached as  
 13 Exhibit E.

14 15. Plaintiff iRISE is informed and believes, and thereupon alleges,  
 15 that elements of Defendant AXURE’s currently available Axure RP Pro  
 16 products, including Axure RP Pro 7, correlate with the claim limitations of the  
 17 ’837 Patent as follows:

<b>Claim Limitation</b>	<b>Axure RP Pro 7 Element</b>
Simulation of the Computer Application	Prototype, sometimes referred to as a Preview
Programming Area	Wireframe Pane, sometimes referred to as the Design Area
Graphical Representations of a Primitive	Widgets
Requirements Area	Description field of the Notes Pane, sometimes labeled as the Specification field

1           16. Plaintiff iRISE is informed and believes, and thereupon alleges,  
2 that any differences between Axure RP Pro 7, on the one hand, and  
3 Axure RP Pro 5.0, Axure RP Pro 5.1, and Axure RP Pro 5, on the other hand, do  
4 not relate to the limitations of Claims 1, 4, 10, 11, 14, 40, 41, and 44. For  
5 example, with respect to Claim 1, Axure RP Pro 7 includes at least the  
6 following elements: (1) displaying on a computer display a programming area  
7 comprising one or more graphical representations of one or more primitives for  
8 programming of the simulation of the computer application; (2) receiving  
9 control indications from users to arrange the one or more primitives to program  
10 the simulation; (3) displaying on a computer display a requirements area  
11 comprising one or more requirements, wherein the programming area and the  
12 requirements area are displayed at the same time; (4) associating primitives with  
13 requirements; and (5) storing associations between primitives and requirements.

14           17. In September 2009, following this Court’s grant of partial summary  
15 judgment of literal infringement, the parties entered into a confidential  
16 settlement agreement (the “Settlement Agreement”) and agreed to dismiss the  
17 2008 Lawsuit with prejudice. The stipulated dismissal with prejudice applied to  
18 both the claims in the Complaint of Plaintiff iRISE and the claims in the  
19 Counterclaim of Defendant AXURE. A true and correct copy of this Court’s  
20 September 29, 2009, “Order of Dismissal of Action, With Prejudice, Pursuant to  
21 Rule 41(a)(2) of the Federal Rules of Civil Procedure” from the 2008 Lawsuit is  
22 attached as Exhibit F.

23           18. The Settlement Agreement expired on September 25, 2014.

24           19. Plaintiff iRISE is informed and believes, and thereupon alleges,  
25 that Defendant AXURE introduced its Axure RP Pro 7 product into the market  
26 on or about December 17, 2013.

27           20. Plaintiff iRISE is informed and believes, and thereupon alleges,  
28 that after September 25, 2014, Defendant AXURE continued—and still

1 continues—to make, use, sell, or offer for sale versions of Axure RP Pro that are  
2 essentially the same as Axure RP Pro 5.0, Axure RP Pro 5.1, and  
3 Axure RP Pro 5.5, including Axure RP Pro 7.

4 **FIRST CLAIM FOR RELIEF**

5 **Patent Infringement of the '837 Patent against Defendant AXURE**

6 21. Plaintiff iRISE repeats and realleges the allegations of Paragraphs 1  
7 through 20 of this First Amended Complaint as if they were fully set forth  
8 herein.

9 22. After September 25, 2014, Defendant AXURE has been and still is  
10 infringing the '837 Patent by making, using, selling, or offering for sale  
11 computer software products within the scope of the Claims 1, 4, 10, 11, 14, 40,  
12 41, and 44 of the '837 Patent. Defendant AXURE has been and is engaging in  
13 such activities in this Judicial District and elsewhere in the United States.

14 23. After September 25, 2014, by selling or offering for sale any  
15 product that is essentially the same as, or only colorably different from,  
16 Axure RP Pro 5.0, Axure RP Pro 5.1, and Axure RP Pro 5.5, including but not  
17 limited to Axure RP Pro 7, Defendant AXURE infringes Claims 1, 4, 10, 11, 14,  
18 40, 41, and 44 of the '837 Patent.

19 24. Plaintiff iRISE is informed and believes, and thereupon alleges,  
20 that Defendant AXURE's infringement of the '837 Patent after September 25,  
21 2014, is willful, wanton, deliberate, without license, and with full knowledge of  
22 the rights of Plaintiff iRISE.

23 25. Plaintiff iRISE has been damaged by Defendant AXURE's  
24 infringement of the '837 Patent after September 25, 2014, in an amount to be  
25 determined at trial. Unless restrained and enjoined by this Court, Defendant  
26 AXURE will continue to infringe the '837 Patent, resulting in substantial,  
27 continuing, and irreparable damage to Plaintiff iRISE.

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1 same as, or only colorably different from, Axure RP Pro 5.0, Axure RP Pro 5.1,  
2 and Axure RP Pro 5.5;

3 F. That the Court temporarily, preliminarily, and permanently restrain  
4 and enjoin Defendant AXURE, its officers, agents, servants, employees, and  
5 attorneys, and those persons in active concert or participation with it who  
6 receive actual notice of the injunction by personal service or otherwise, from  
7 further infringement of the '837 Patent, including but not limited to enjoining  
8 the selling or offering for sale of products that are essentially the same as  
9 Axure RP Pro 5.0, Axure RP Pro 5.1, and Axure RP Pro 5.5, such as  
10 Axure RP Pro 7;

11 G. That the Court order Defendant AXURE to file with this Court and  
12 to serve on Plaintiff iRISE within thirty (30) days after the issuance of the  
13 injunction, a report in writing, under oath, setting forth in detail the manner and  
14 form in which Defendant AXURE has complied with the injunction;

15 H. That the Court order an accounting and award damages according  
16 to proof at trial by virtue of Defendant AXURE's infringement of the '837  
17 Patent;

18 I. That the Court award treble damages because of Defendant  
19 AXURE's willful infringement of the '837 Patent, in accordance with 35 U.S.C.  
20 § 284;

21 J. That the Court assess pre-judgment and post-judgment interest and  
22 costs against Defendant AXURE, together with an award of such interest and  
23 costs, all in accordance with 35 U.S.C. § 284;

24 K. That the Court adjudge the above-captioned case to be an  
25 "exceptional case" within the meaning of 35 U.S.C. § 285 and award reasonable  
26 attorney fees against Defendant AXURE, pursuant thereto; and

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1 L. That the Court award such other and further relief as it may deem  
2 just and proper.

3 KNOBBE, MARTENS, OLSON & BEAR, LLP  
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5 Dated: March 24, 2015

By: /s/ John W. Holcomb  
John W. Holcomb  
Amy C. Chun  
Attorneys for Plaintiff iRISE

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