



solutions, platforms and frameworks, including solutions for securing software applications and digital content. Uniloc owns and has been awarded a number of patents. Uniloc's technologies enable, for example, software and content publishers to securely distribute and sell their high-value technology assets with maximum profit to its customers and/or minimum burden to legitimate end-users. Uniloc's technologies are used in several markets including, for example, electronic health record software, software and game security, identity management, intellectual property rights management, and critical infrastructure security.

4. eClinicalWorks, LLC. ("eClinicalWorks") is a Limited Liability Company duly organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business at 2 Technology Drive, Westborough, MA 01581. eClinicalWorks may receive service of process through its resident agent, Mahesh Navani, 2 Technology Drive, Westborough, MA 01581. Upon information and belief, eClinicalWorks does business in the State of Texas and in the Eastern District of Texas. eClinicalWorks' business in the State of Texas is evidenced in part by evidence that eClinicalWork's Electronic Health Record ("EHR") systems that are alleged herein to infringe, were and/or continue to be made, used, sold and/or offered for sale in Texas and by eClinicalWorks' various events conducted within Texas. For example, eClinicalWorks's EHR customers have included Memorial Hermann Health Network Providers (MHHNP), the largest independent physician organization of its kind in Texas, and Tyler Internal Medicine Associates, among others located within Texas. Example events eClinicalWorks has held within Texas during the relevant time period include, without limitation, the "eClinicalWorks Day" classes and demonstrations held on January 7, 2015 in Dallas, Texas, and on February 26, 2015 in Austin, Texas.

**JURISDICTION AND VENUE**

5. Uniloc brings this action for patent infringement under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1367.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, eClinicalWorks is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, has purposely transacted business involving its accused products in this judicial district and/or, has regular and established places of business in this judicial district.

7. eClinicalWorks is subject to this Court's personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to its substantial business in this State and judicial district, including: (A) at least part of its infringing activities alleged herein; and (B) regularly doing or soliciting business, engaging in other persistent conduct, and/or deriving substantial revenue from goods sold and services provided to Texas residents.

**COUNT I**  
**(INFRINGEMENT OF '526 PATENT)**

8. Uniloc incorporates paragraphs 1 through 7 herein by reference.

9. Uniloc Luxembourg is the owner, by assignment, of the '526 patent, entitled "METHOD AND SYSTEM FOR FLEXIBLY ORGANIZING, RECORDING, AND DISPLAYING MEDICAL PATIENT CARE INFORMATION USING FIELDS IN FLOWSHEET." A true and correct copy of the '526 patent is attached as Exhibit A.

10. Uniloc USA is the exclusive licensee of the '526 patent with ownership of all substantial rights in the '526 patent, including the right to grant sublicenses, exclude others and to enforce, sue and recover damages for past and future infringements.

11. The '526 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

12. On information and belief, to the extent any marking was required by 35 U.S.C. § 287, Uniloc and all predecessors in interest to the '526 patent complied with any such requirements.

13. All allegations of infringement herein concerning the '526 patent are exclusively limited to infringing acts committed after August 29, 2013.

14. eClinicalWorks directly or through intermediaries has infringed and continues to infringe (literally and/or under the doctrine of equivalents) one or more claims of the '526 patent in this judicial district and elsewhere in Texas without Uniloc's consent or authorization. eClinicalWorks' infringing products include, as a non-limiting examples, the products listed in Exhibit C, which have received federal certification by Office of the National Coordinator (ONC-ATCB) as being complete Electronic Health Record ("EHR") products (hereinafter "Infringing Products"). Additionally, Healthcare Information and Management Systems Society (HIMSS) Analytics named eClinicalWorks a Certified Educator of its EMR Adoption Models (EMRAM).

15. eClinicalWorks' infringement occurs and has occurred through operation of the Infringing Products, which each practice the method of one or more claims of the '526 patent. Such operation includes eClinicalWorks' own operation (directly or through intermediaries) including, but not limited to, testing of the Infringing Products prior to federal certification; testing of the Infringing Products during federal certification; testing of the Infringing Products after federal certification; operation of the Infringing Products during classes and demonstrations; hosting of the operation of the Infringing Products on behalf of third parties such as medical groups or medical providers; installing, setting up, or maintaining the Infringing

Products on behalf of third parties such as medical groups or medical providers; and operation of the Infringing Products on behalf of third parties such as medical groups or medical providers.

16. eClinicalWorks directly or through intermediaries has and continues to induce infringement (literally and/or under the doctrine of equivalents) of one or more claims of the '526 patent under 35 U.S.C. § 271(b) in this judicial district and elsewhere in Texas without Uniloc's consent or authorization. Direct infringement has and continues to occur by activities performed by parties operating the Infringing Products. Such activities include, as non-limiting examples, operation of the infringing products by customers of the products (such as medical groups, medical providers, etc.), and/or by third parties servicing such customers.

17. eClinicalWorks directly or through intermediaries specifically intended such parties to infringe (literally and/or under the doctrine of equivalents) the '526 patent, or, alternatively, has been willfully blind to the possibility that its inducing acts would cause infringement. By way of example, and not as a limitation, eClinicalWorks' deliberate actions directly or through intermediaries include, but are not limited to providing training courses on the use of the Infringing Products, providing manuals on the operation of the Infringing Products, advertising the Infringing Product's compliance with federal regulations, encouraging use by, and instructing consumers, businesses, distributors, resellers, and sales representatives, to use, promote, market, distribute, and/or sell the Infringing Products. At least as to the time of this filing (or earlier through the complaint in a prior litigation), eClinicalWorks knew of the '526 Patent, and knows, or at least should know, that its actions would result in infringement of the '526 Patent. Through its actions, eClinicalWorks specifically intended that the Infringing Products perform the methods recited in one or more claims of the '526 Patent.

18. Uniloc has been damaged as a result of eClinicalWorks' infringing conduct described in this Count. eClinicalWorks is thus liable to Uniloc in an amount that adequately

compensates it for eClinicalWorks' infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

19. Unless a preliminary and permanent injunction is issued enjoining eClinicalWorks and its agents, servants, employees, representatives, affiliates, and all others acting in concert therewith from infringing the '526 patent, Uniloc will be greatly and irreparably harmed.

**COUNT II**  
**(INFRINGEMENT OF THE '451 PATENT)**

20. Uniloc incorporates paragraphs 1 through 7 herein by reference.

21. Uniloc Luxembourg is the owner, by assignment, of the '451 patent, entitled "METHOD AND SYSTEM FOR CONSTRUCTING FORMULAE FOR PROCESSING MEDICAL DATA." A true and correct copy of the '451 patent is attached as Exhibit B.

22. Uniloc USA is the exclusive licensee of the '451 patent with ownership of all substantial rights in the '451 patent, including the right to grant sublicenses, exclude others and to enforce, sue and recover damages for past and future infringements.

23. The '451 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

24. On information and belief, to the extent any marking was required by 35 U.S.C. § 287, Uniloc and all predecessors in interest to the '451 patent complied with any such requirements.

25. eClinicalWorks directly or through intermediaries has infringed and continues to infringe (literally and/or under the doctrine of equivalents) one or more claims of the '451 patent in this judicial district and elsewhere in Texas without Uniloc's consent or authorization.

26. eClinicalWorks' infringement occurs and has occurred through making, selling, offering to sell, using, and/or importing the Infringing Products, and, also, by operation of the Infringing Products, which each practice the method of one or more claims of the '451 patent. Such operation includes Pulse's own operation (directly or through intermediaries) including, but not limited to, testing of the Infringing Products prior to federal certification; testing of the Infringing Products during federal certification; testing of the Infringement Products after federal certification; operation of the Infringing Products during classes and demonstrations; hosting of the operation of the Infringing Products on behalf of third parties such as medical groups or medical providers; installing, setting up, or maintaining the Infringing Products on behalf of third parties such as medical groups or medical providers; and operation of the Infringing Products on behalf of third parties such as medical groups or medical providers.

27. eClinicalWorks directly or through intermediaries has and continues to induce infringement (literally and/or under the doctrine of equivalents) one or more claims of the '451 patent under 35 U.S.C. § 271(b) in this judicial district and elsewhere in Texas without Uniloc's consent or authorization. Direct infringement has and continues to occur by activities performed by parties operating the Infringing Products and/or making, using, selling, offering to sell, and/or importing the Infringing Products. Such activities include, as non-limiting examples, operation of the infringing products by customers of the products (such as medical groups, medical providers, etc.), and/or by third parties servicing such customer. Such activities further include distributors and/or other third parties making, selling, offering to sell, using and/or importing the Infringing Products.

28. eClinicalWorks directly or through intermediaries specifically intended such parties to infringe (literally and/or under the doctrine of equivalents) the '451 patent, or, alternatively, has been willfully blind to the possibility that its inducing acts would cause

infringement. By way of example, and not as a limitation, eClinicalWorks' deliberate actions directly or through intermediaries include, but are not limited to providing training courses on the use of the Infringing Products, providing manuals on the operation of the Infringing Products, advertising the Infringing Product's compliance with federal regulations, encouraging use by, and instructing consumers, businesses, distributors, resellers, and sales representatives, to use, promote, market, distribute, manufacture and/or sell the Infringing Products. At least as to the time of this filing, eClinicalWorks knew of the '451 Patent, and knows, or at least should know, that its actions would result in infringement of the '451 Patent. Through its actions, eClinicalWorks specifically intended that the Infringing Products perform the methods recited in one or more claims of the '451 Patent and/or that a party makes, uses, sales, offers to sale, and/or import the Infringing Products.

29. Uniloc has been and continues to be damaged as a result of eClinicalWorks' infringing conduct described in this Count. eClinicalWorks is thus liable to Uniloc in an amount that adequately compensates it for eClinicalWorks' infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

30. Unless a preliminary and permanent injunction is issued enjoining eClinicalWorks and its agents, servants, employees, representatives, affiliates, and all others acting in concert therewith from infringing the '451 patent, Uniloc will be greatly and irreparably harmed.

### **JURY DEMAND**

31. Uniloc hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.



**PRAYER FOR RELIEF**

Uniloc requests that the Court find in its favor and against eClinicalWorks, and that the Court grant Uniloc the following relief:

- a. Judgment that one or more claims of the '526 and '451 Patents have been infringed, either literally and/or under the doctrine of equivalents, by eClinicalWorks;
- b. Judgment that eClinicalWorks account for and pay to Uniloc all damages to and costs incurred by Uniloc because of eClinicalWorks' infringing activities and other conduct complained of herein;
- c. Judgment preliminarily and permanently enjoining eClinicalWorks, its employees and agents, and any other person(s) in active concert or participation with it from directly infringing and / or inducing the infringement of the '526 and '451 Patents;
- d. That Uniloc be granted pre-judgment and post-judgment interest on the damages caused by eClinicalWorks' infringing activities and other conduct complained of herein; and
- e. That Uniloc be granted such other and further relief as the Court may deem just and proper under the circumstances.

**Dated: July 16, 2015**

Respectfully submitted,

/s//James L. Etheridge

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