

**MIN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

UNILOC USA, INC. and UNILOC
LUXEMBOURG S.A.,

Plaintiffs,

v.

MCKESSON CORPORATION,
MCKESSON SPECIALTY HEALTH, and
MCKESSON TECHNOLOGIES INC.,

Defendants.

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CIVIL ACTION NO. 6:16-cv-473

JURY TRIAL DEMANDED

**PLAINTIFFS' FIRST AMENDED COMPLAINT
FOR PATENT INFRINGEMENT**

Plaintiffs Uniloc USA, Inc. ("Uniloc USA") and Uniloc Luxembourg S.A. ("Uniloc Luxembourg") (collectively, "Uniloc") file this Original Complaint against McKesson Corporation, McKesson Specialty Health, and McKesson Technologies Inc. ("Defendants") for infringement of U.S. Patent Nos. 5,682,526 ("the '526 patent") and 5,715,451 ("the '451 patent").

THE PARTIES

1. Uniloc USA, Inc. ("Uniloc USA") is a Texas corporation with its principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano, Texas 75024. Uniloc USA also maintains a place of business at 102 N. College, Ste. 806, Tyler, Texas 75702.

2. Uniloc Luxembourg S.A. ("Uniloc Luxembourg") is a Luxembourg public limited liability company, with its principal place of business at 15, Rue Edward Steichen, 4th Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).

3. Uniloc Luxembourg and Uniloc USA are collectively referred to as “Uniloc.” Uniloc has researched, developed, manufactured, and licensed information security technology 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. Defendant McKesson Corporation is a publicly-traded Delaware corporation with its principal place of business at 1 Post St, San Francisco, CA 94104-5203. Defendant McKesson Corporation may be served with process through its registered agent, CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE, 2710 Gateway Oaks Drive STE 150N, Sacramento, California 95833. Upon information and belief, Defendant McKesson Corporation does business in the State of Texas and in the Eastern District of Texas. Defendant’s business in the State of Texas is evidenced in part by its maintenance of an address at 10101 Woodloch Forest, The Woodlands, Texas 77380.

5. Defendant McKesson Specialty Health is a subsidiary of Defendant McKesson Corporation with a principal place of business at 10101 Woodloch Forest Dr., Spring, Texas, 77380-1975. Defendant McKesson Specialty Health may be served by delivering a copy of this complaint and a summons on Nick Loporcaro or other officer or agent of McKesson Specialty Health at 10101 Woodloch Forest Dr., Spring, Texas, 77380-1975. Upon information and belief,

Defendant McKesson Specialty Health may also be served with process through its registered agent, THE PRENTICE-HALL CORPORATION SYSTEM, INC., 211 E. 7th Street, Ste. 620, Austin, TX 78701-3218. Upon information and belief, Defendant McKesson Specialty Health does business in the State of Texas and in the Eastern District of Texas.

6. Defendant McKesson Technologies Inc. (aka RelayHealth Corporation) is a corporation with a principal place of business at 5995 Windward Parkway, Alpharetta, Georgia, 30005. Defendant McKesson Technologies Inc. may be served with process through its registered agent, THE PRENTICE-HALL CORPORATION SYSTEM, INC., 211 E. 7th Street, Ste. 620, Austin, TX 78701-3218. Upon information and belief, Defendant McKesson Technologies Inc. does business in the State of Texas and in the Eastern District of Texas.

JURISDICTION AND VENUE

7. 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.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, Defendant are 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.

9. Defendants are subject to this Court's personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial business in this State and judicial district, including: (A) at least part of their 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.

PATENTS-IN-SUIT

10. 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.

11. 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.

12. 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.

13. 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.

14. The '526 Patent spent over two years being examined at the United States Patent and Trademark Office. During examination of the '526 Patent, trained United States Patent Examiners considered at least twenty-four (24) references before determining that the inventions claimed in the '526 Patent deserved patent protection. Such references include, for example, various references from Emtex Health Care Systems, Inc., Motorola, Inc., Spacelabs Medical, Inc., and Hewlett-Packard Company.

15. Each claim of the '526 Patent is directed to a "process" as defined in 35 U.S.C. § 100.

16. The '451 Patent spent nearly three years being examined at the United States Patent and Trademark Office. During examination of the '451 Patent, trained United States Patent Examiners considered at least twenty-three (23) references before determining that the inventions claimed in the '451 Patent deserved patent protection. Such references include, for example, various references from Emtex Health Care Systems, Inc., Motorola, Inc., Spacelabs Medical, Inc., and Hewlett-Packard Company.

17. Over 20 years ago (when the applications that issued as the '526 and '451 Patents was filed), the general-purpose databases and rigid patient information databases then available took a one-size-fits-all approach, one that failed to address the technical and often dynamic needs of particular medical practices. (*See, e.g.*, '526 Patent, col. 1, lines 39-58). Certain systems were encumbered with features and data structures that particular practices never used. Other systems omitted features and data structures necessary for other medical practices. None of the electronic medical/health record systems available at that time (including those cited during prosecution) enabled users—regardless of their programming experience—to flexibly design a *patient information hierarchy* according to the present needs of a particular medical practice, let alone in the particular manner set forth in claims of the '526 and '451 Patents.

18. The '526 and '451 Patents claim technical solutions to problems unique to electronic medical/health records and computer networks involving the same, including the non-limiting example problems described above.

19. Further, the '526 and '451 Patent claims improve upon the functioning of computer systems. For example, certain (if not all) claims teach a much improved user-interface that, among

other features, enables virtually any user, regardless of his or her programming experience, to flexible design a patient information hierarchy according to the specific and often dynamically changing needs of a particular practice.

20. At least certain (if not all) claims of the '526 and '451 Patents require special-purpose software.

21. The '526 and '451 Patents are directed to computer-implemented technologies that have no pen-and-paper analog. As a non-limiting example, there is no pen-and-paper analog to the automatic and conditional display of a linked-to parameter in conjunction with the display of a new parameter having the linked-from possible result value. That is, if someone writes a particular dosage on a piece of paper, there is no way for the paper to automatically display an alert indicating that the dosage is too high, or that the medication interacts with other medication, or that the patient may have an allergic reaction to a particular medication.

22. The '526 and '451 Patent claims are not directed to a “method of organizing human activity,” “fundamental economic practice long prevalent in our system of commerce,” or “a building block of the modern economy.” Further, the claims are not directed to a longstanding or fundamental economic practice at the time of patented inventions. Nor do they involve a method of doing business that happens to be implemented on a computer. Nor were they fundamental principles in ubiquitous use on the Internet or computers in general.

23. Instead, as explained above, the '526 and '451 Patent claims are directed toward solutions rooted in computer technology and use technology unique to computers and computer networking to overcome a problem specifically arising in the realm of electronic medical records.

24. The '526 and '451 Patents both issued after *Bilski v. Kappos*, 561 U.S. 593 (2010), and *Mayo Collaborative Servs'. v. Prometheus Labs., Inc.*, 132 S. Ct. 1289 (2012). And although

the examinations predated *Alice Corp. v. CLS Bank Int'l*, 134 S. Ct. 2347 (2014), that case applied the *Mayo* framework and stated that its holding “follows from our prior cases, and *Bilski* in particular”

25. Because the claims of the ‘526 and ‘451 Patents are directed to improving the functioning of such computers and computer networks, they cannot be considered abstract ideas. *Enfish, LLC v. Microsoft Corp.*, 2015-1244, 2016 WL 2756255, at *8 (Fed. Cir. May 12, 2016).

26. Indeed, the Federal Circuit in *Enfish* reaffirmed that software is a “large field of technological progress” which patents can protect:

Much of the advancement made in computer technology consists of improvements to software that, by their very nature, may not be defined by particular physical features but rather by logical structures and processes. We do not see in *Bilski* or *Alice*, or our cases, an exclusion to patenting this large field of technological progress.

Id.

27. The patents-in-suit do not claim, or attempt to preempt, the performance of an abstract business practice on the Internet or using a conventional computer.

28. The patents-in-suit do not claim a pre-existing but undiscovered algorithm.

29. Although the systems and methods taught in the ‘526 and ‘451 Patents have been adopted by leading businesses today, at the time of invention, the claimed inventions were innovative and novel, as evidenced, for example, by the breadth and volume of the references considered during prosecution.

30. The ‘526 Patent has been referenced by more than one hundred (100) other patent applications. The ‘451 Patent has been referenced by more than two hundred forty (240) other patent applications. Such patent applications citing the patents-in-suit include patents applications by General Electric Company; Siemens Medical Solutions USA, Inc.; Baxter International, Inc.;

OptumInsight, Inc.; NASA; The United States Army; International Business Machines (IBM); Microsoft Corporation; Koninkl Philips Electronics Nv; GE Medical Systems Global Technology Company; St. Louis University; Washington University; and The University Of Texas System.

COUNT I
(INFRINGEMENT OF '526 PATENT)

31. Uniloc incorporates the preceding paragraphs herein by reference.

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

33. 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.

34. Defendants directly or through intermediaries infringed (literally and/or under the doctrine of equivalents) one or more claims of the '526 patent in this judicial district and elsewhere in Texas, including at least Claims 2-4, 10-19, and 25 without Uniloc's consent or authorization. Defendants' infringing products include, as non-limiting examples, the products listed in Exhibit C which are not licensed under either of the '526 Patent or '451 Patent, and which have received federal certification by the Office of the National Coordinator (ONC) as being either modular or complete Electronic Health Record ("EHR") products (hereinafter "Infringing Products").

35. Defendants' Infringing Products enabled users, including Defendants themselves, to flexibly modify the operation of the Infringing Products.

36. Defendants' Infringing Products enabled users, including Defendants themselves, to create and modify clinical decision support rules.

37. Defendants' Infringing Products enabled users, including Defendants themselves, to create and modify linkages amongst parameters within the Infringing Products corresponding to patients, procedures, tests, medications, and diagnoses.

38. Defendants' Infringing Products implemented automated, electronic clinical decision support rules based on the data elements included in: problem list; medication list; demographics; and laboratory test results.

39. Defendants' Infringing Products automatically and electronically generated and indicated in real-time, notifications and care suggestions based upon clinical decision support rules.

40. Defendants' Infringing Products enabled a limited set of identified users to select or activate one or more electronic clinical decision support interventions based on each one and at least one combination of the following data: problem list, medication list, medication allergy list, demographics, laboratory test and values/results, and vital signs.

41. Defendants' Infringing Products enabled electronic clinical decision support interventions to be configured by a limited set of identified users (e.g., system administrator) based on a user's role.

42. Upon information and belief, the following describes, at least in part, certain aspects of a representative sample of Defendants' Infringing Products:

Test Results Summary for 2014 Edition EHR Certification
Version EHR-Test-144 ■ Rev 15-Oct-2013



ONC HIT Certification Program Test Results Summary for 2014 Edition EHR Certification

Part 1: Product and Developer Information

1.1 Certified Product Information

Product Name: Paragon® with McKesson Quality eMeasures
Product Version: 12 & 2.0
Domain: Inpatient
Test Type: Complete EHR

1.2 Developer/Vendor Information

Developer/Vendor Name: McKesson
Address: 5995 Windward Parkway Alpharetta GA 30005
Website: www.mckesson.com
Email: nina.bean@mckesson.com
Phone: 404-338-2268
Developer/Vendor Contact: Nina Bean

Available at:

https://www.drummondgroup.com/images/ehr_pdf/mckessonparagonwqem12and2.0_04182013-1815-8_112213.pdf.

Test Results Summary for 2014 Edition EHR Certification
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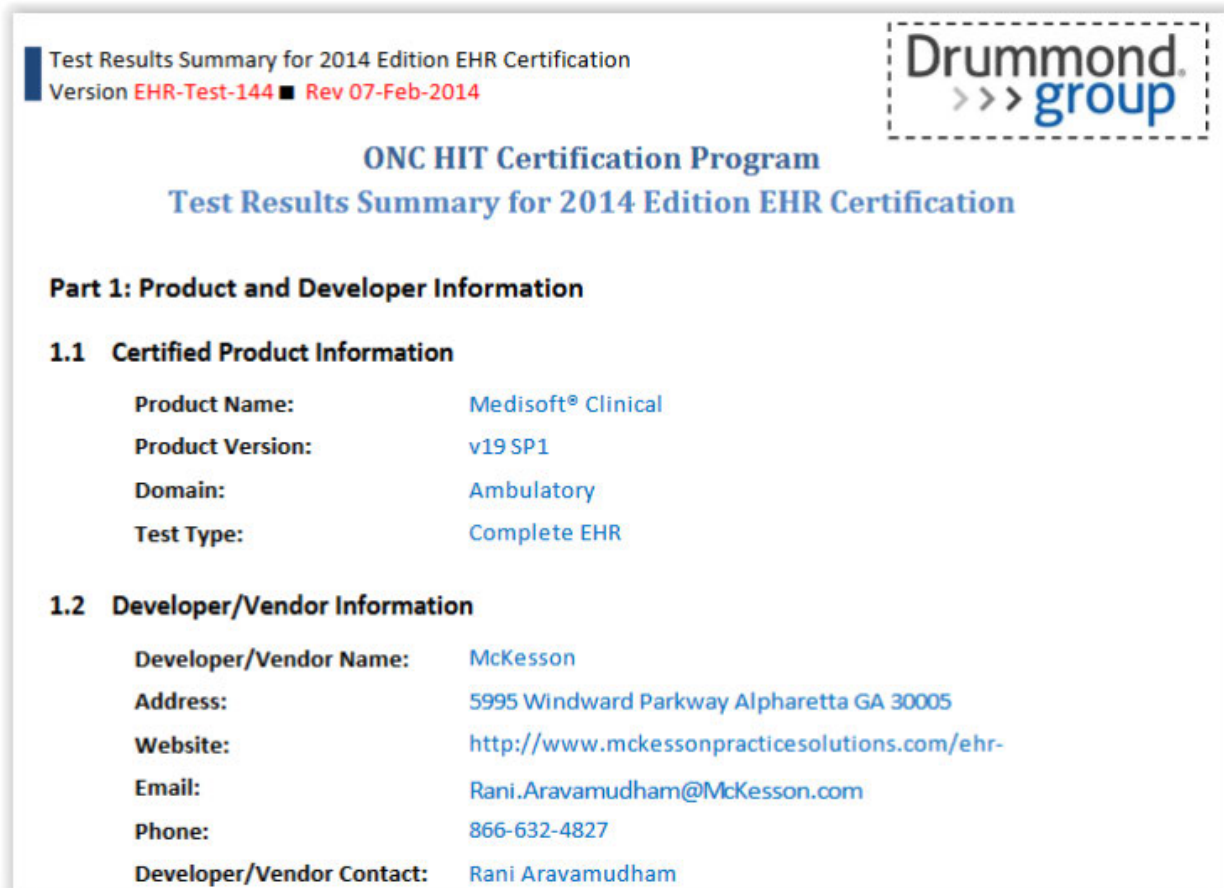
3.2.6 2014 Edition Certification Criteria* Successfully Tested

Criteria #	Version		Criteria #	Version	
	TP**	TD***		TP	TD
<input type="checkbox"/> (a)(1)	1.2	1.4	<input checked="" type="checkbox"/> (c)(3)	1.3	1.3
<input checked="" type="checkbox"/> (a)(2)	1.2		<input type="checkbox"/> (d)(1)	1.2	
<input checked="" type="checkbox"/> (a)(3)	1.2	1.4	<input checked="" type="checkbox"/> (d)(2)	1.2	
<input checked="" type="checkbox"/> (a)(4)	1.3	1.3	<input checked="" type="checkbox"/> (d)(3)	1.2	
<input checked="" type="checkbox"/> (a)(5)	1.3	1.3	<input checked="" type="checkbox"/> (d)(4)	1.2	
<input type="checkbox"/> (a)(6)	1.2	1.4	<input type="checkbox"/> (d)(5)	1.2	
<input type="checkbox"/> (a)(7)	1.2	1.3	<input type="checkbox"/> (d)(6)	1.2	
<input checked="" type="checkbox"/> (a)(8)	1.2		<input checked="" type="checkbox"/> (d)(7)	1.2	
<input checked="" type="checkbox"/> (a)(9)	1.2	1.3	<input type="checkbox"/> (d)(8)	1.2	
<input checked="" type="checkbox"/> (a)(10)	1.2	1.4	<input type="checkbox"/> (d)(9) <i>Optional</i>	1.2	
<input checked="" type="checkbox"/> (a)(11)	1.2		<input checked="" type="checkbox"/> (e)(1)	1.4	1.3
<input checked="" type="checkbox"/> (a)(12)	1.3		<input type="checkbox"/> (e)(2) <i>Amb. only</i>	1.2	1.3
<input checked="" type="checkbox"/> (a)(13)	1.2		<input type="checkbox"/> (e)(3) <i>Amb. only</i>	1.3	
<input checked="" type="checkbox"/> (a)(14)	1.2		<input type="checkbox"/> (f)(1)	1.2	1.2
<input checked="" type="checkbox"/> (a)(15)	1.3		<input checked="" type="checkbox"/> (f)(2)	1.3	1.2
<input checked="" type="checkbox"/> (a)(16) <i>Inpt. only</i>	1.2	1.2	<input checked="" type="checkbox"/> (f)(3)	1.3	1.2
<input type="checkbox"/> (a)(17) <i>Inpt. only</i>	1.2		<input checked="" type="checkbox"/> (f)(4) <i>Inpt. only</i>	1.3	1.2
<input checked="" type="checkbox"/> (b)(1)	1.4	1.3	<input type="checkbox"/> (f)(5) <i>Optional & Amb. only</i>	1.2	1.2
<input checked="" type="checkbox"/> (b)(2)	1.3	1.3	<input type="checkbox"/> (f)(6) <i>Optional & Amb. only</i>	1.2	1.2
<input checked="" type="checkbox"/> (b)(3)	1.3	1.2	<input type="checkbox"/> (g)(1)	1.5	1.5
<input checked="" type="checkbox"/> (b)(4)	1.3	1.4	<input checked="" type="checkbox"/> (g)(2)	1.5	1.5
<input type="checkbox"/> (b)(5)	1.4	1.2	<input checked="" type="checkbox"/> (g)(3)	1.3	
<input checked="" type="checkbox"/> (b)(6) <i>Inpt. only</i>	1.3	1.2	<input checked="" type="checkbox"/> (g)(4)	1.2	
<input checked="" type="checkbox"/> (b)(7)	1.3	1.3			
<input checked="" type="checkbox"/> (c)(1)	1.3	1.3			
<input checked="" type="checkbox"/> (c)(2)	1.3	1.3			

*For a list of the 2014 Edition Certification Criteria, please reference <http://www.healthit.gov/certification> (navigation: 2014 Edition Test Method)
 **Indicates the version number for the Test Procedure (TP)
 ***Indicates the version number for the Test Data (TD)

Available at:
https://www.drummondgroup.com/images/ehr_pdf/mckessonparagonwqem12and2.0_04182013-1815-8_112213.pdf.

43. Upon information and belief, the following describes, at least in part, certain aspects of a representative sample of Defendants' Infringing Products:



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>>> **group**

ONC HIT Certification Program
Test Results Summary for 2014 Edition EHR Certification

Part 1: Product and Developer Information

1.1 Certified Product Information

Product Name: Medisoft® Clinical
Product Version: v19 SP1
Domain: Ambulatory
Test Type: Complete EHR

1.2 Developer/Vendor Information

Developer/Vendor Name: McKesson
Address: 5995 Windward Parkway Alpharetta GA 30005
Website: <http://www.mckessonpracticesolutions.com/ehr->
Email: Rani.Aravamudham@McKesson.com
Phone: 866-632-4827
Developer/Vendor Contact: Rani Aravamudham

Available at:

https://www.drummondgroup.com/images/ehr_pdf/McKesson_MedisoftClinical19SP1_03142014-1989-8.pdf.

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3.2.6 2014 Edition Certification Criteria* Successfully Tested

Criteria #	Version		Criteria #	Version	
	TP**	TD***		TP	TD
<input checked="" type="checkbox"/> (a)(1)	1.2	1.5	<input checked="" type="checkbox"/> (c)(3)	1.6	1.6
<input checked="" type="checkbox"/> (a)(2)	1.2		<input type="checkbox"/> (d)(1)	1.2	
<input checked="" type="checkbox"/> (a)(3)	1.2	1.4	<input checked="" type="checkbox"/> (d)(2)	1.4	
<input checked="" type="checkbox"/> (a)(4)	1.4	1.3	<input checked="" type="checkbox"/> (d)(3)	1.3	
<input checked="" type="checkbox"/> (a)(5)	1.4	1.3	<input checked="" type="checkbox"/> (d)(4)	1.2	
<input type="checkbox"/> (a)(6)	1.3	1.4	<input type="checkbox"/> (d)(5)	1.2	
<input type="checkbox"/> (a)(7)	1.3	1.3	<input type="checkbox"/> (d)(6)	1.2	
<input checked="" type="checkbox"/> (a)(8)	1.2		<input checked="" type="checkbox"/> (d)(7)	1.2	
<input checked="" type="checkbox"/> (a)(9)	1.3	1.3	<input type="checkbox"/> (d)(8)	1.2	
<input checked="" type="checkbox"/> (a)(10)	1.2	1.4	<input type="checkbox"/> (d)(9) <i>Optional</i>	1.2	
<input checked="" type="checkbox"/> (a)(11)	1.3		<input checked="" type="checkbox"/> (e)(1)	1.7	1.4
<input checked="" type="checkbox"/> (a)(12)	1.3		<input checked="" type="checkbox"/> (e)(2) <i>Amb. only</i>	1.2	1.5
<input checked="" type="checkbox"/> (a)(13)	1.2		<input checked="" type="checkbox"/> (e)(3) <i>Amb. only</i>	1.3	
<input checked="" type="checkbox"/> (a)(14)	1.2		<input checked="" type="checkbox"/> (f)(1)	1.2	1.2
<input checked="" type="checkbox"/> (a)(15)	1.5		<input checked="" type="checkbox"/> (f)(2)	1.3	1.7.1
<input type="checkbox"/> (a)(16) <i>Inpt. only</i>	1.3	1.2	<input checked="" type="checkbox"/> (f)(3)	1.3	1.7
<input type="checkbox"/> (a)(17) <i>Inpt. only</i>	1.2		<input type="checkbox"/> (f)(4) <i>Inpt. only</i>	1.3	1.7
<input checked="" type="checkbox"/> (b)(1)	1.6	1.3	<input type="checkbox"/> (f)(5) <i>Optional & Amb. only</i>	1.2	1.2
<input checked="" type="checkbox"/> (b)(2)	1.4	1.5	<input type="checkbox"/> (f)(6) <i>Optional & Amb. only</i>	1.3	1.0.3
<input checked="" type="checkbox"/> (b)(3)	1.4	1.2	<input type="checkbox"/> (g)(1)	1.6	1.8
<input checked="" type="checkbox"/> (b)(4)	1.3	1.4	<input checked="" type="checkbox"/> (g)(2)	1.6	1.8
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<input checked="" type="checkbox"/> (b)(7)	1.4	1.5			
<input checked="" type="checkbox"/> (c)(1)	1.6	1.6			
<input checked="" type="checkbox"/> (c)(2)	1.6	1.6			

No criteria tested

*For a list of the 2014 Edition Certification Criteria, please reference <http://www.healthit.gov/certification> (navigation: 2014 Edition Test Method)

**Indicates the version number for the Test Procedure (TP)

***Indicates the version number for the Test Data (TD)

Available at:

https://www.drummondgroup.com/images/ehr_pdf/McKesson_MedisoftClinical19SP1_03142014-1989-8.pdf.

44. Upon information and belief, the following describes, at least in part, certain aspects of a representative sample of Defendants' Infringing Products:

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ONC HIT Certification Program
Test Results Summary for 2014 Edition EHR Certification

Part 1: Product and Developer Information

1.1 Certified Product Information

Product Name:	Practice Partner® with RelayClinical™ Solutions
Product Version:	11.0ss
Domain:	Ambulatory
Test Type:	Complete EHR


1.2 Developer/Vendor Information

Developer/Vendor Name:	McKesson
Address:	5995 Windward Parkway Alpharetta GA 30005
Website:	http://www.mckesson.com/bps
Email:	Tom.Reinecke@McKesson.com
Phone:	563-585-4773
Developer/Vendor Contact:	Tom Reinecke

Available at:

https://www.drummondgroup.com/images/ehr_pdf/McKessonPracticePartnerRelayClinical11.0ss_09302015-2608-8.pdf.

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2.3 Inherited Certification

The following identifies criterion or criteria certified via inherited certification

§170.314			
<input checked="" type="checkbox"/> (a)(1)	<input type="checkbox"/> (a)(16) <i>Inpt. only</i>	<input checked="" type="checkbox"/> (c)(2)	<input checked="" type="checkbox"/> (f)(2)
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<input checked="" type="checkbox"/> (a)(7)	<input type="checkbox"/> (b)(2)	<input checked="" type="checkbox"/> (d)(5)	
<input checked="" type="checkbox"/> (a)(8)	<input checked="" type="checkbox"/> (b)(3)	<input checked="" type="checkbox"/> (d)(6)	<input type="checkbox"/> (f)(7)
<input checked="" type="checkbox"/> (a)(9)	<input checked="" type="checkbox"/> (b)(4)	<input checked="" type="checkbox"/> (d)(7)	<input type="checkbox"/> (g)(1)
<input checked="" type="checkbox"/> (a)(10)	<input checked="" type="checkbox"/> (b)(5)	<input checked="" type="checkbox"/> (d)(8)	<input checked="" type="checkbox"/> (g)(2)
<input checked="" type="checkbox"/> (a)(11)	<input type="checkbox"/> (b)(6) <i>Inpt. only</i>	<input type="checkbox"/> (d)(9) <i>Optional</i>	<input checked="" type="checkbox"/> (g)(3)
<input checked="" type="checkbox"/> (a)(12)	<input checked="" type="checkbox"/> (b)(7)	<input checked="" type="checkbox"/> (e)(1)	<input checked="" type="checkbox"/> (g)(4)
<input checked="" type="checkbox"/> (a)(13)	<input type="checkbox"/> (b)(8)	<input checked="" type="checkbox"/> (e)(2) <i>Amb. only</i>	<input type="checkbox"/> (h)(1)
<input checked="" type="checkbox"/> (a)(14)	<input type="checkbox"/> (b)(9)	<input checked="" type="checkbox"/> (e)(3) <i>Amb. only</i>	<input type="checkbox"/> (h)(2)
<input checked="" type="checkbox"/> (a)(15)	<input checked="" type="checkbox"/> (c)(1)	<input checked="" type="checkbox"/> (f)(1)	<input type="checkbox"/> (h)(3)

No inherited certification

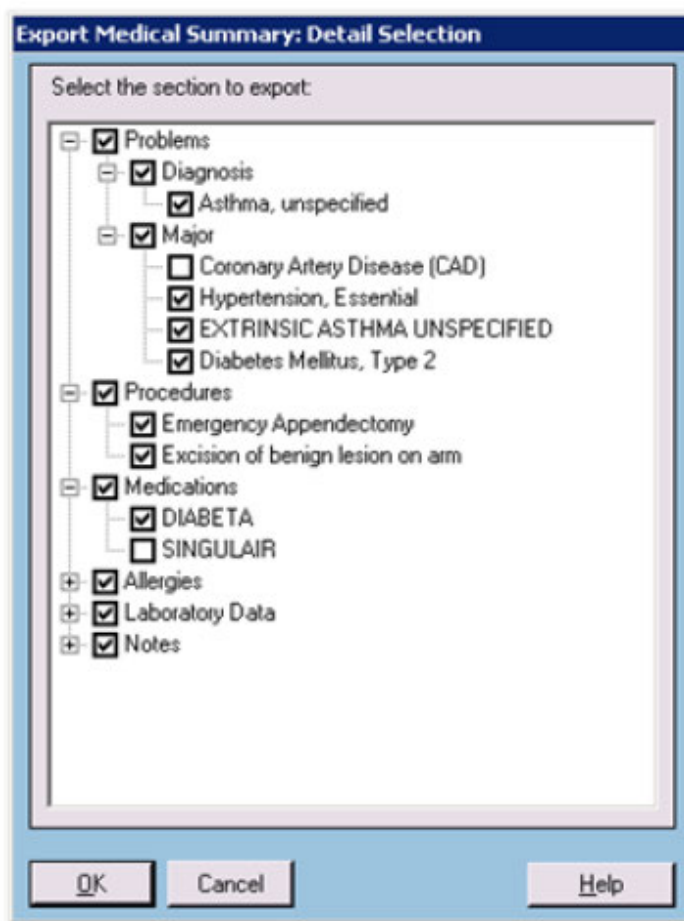
Available at:

https://www.drummondgroup.com/images/ehr_pdf/McKessonPracticePartnerRelayClinical11.0s_09302015-2608-8.pdf.

45. On October 5, 2011, McKesson published a 138 page guide entitled, “EHR Meaningful Use Guide, Configuration and End User Training” (cited hereinafter as the “McKesson Guide”), available at :

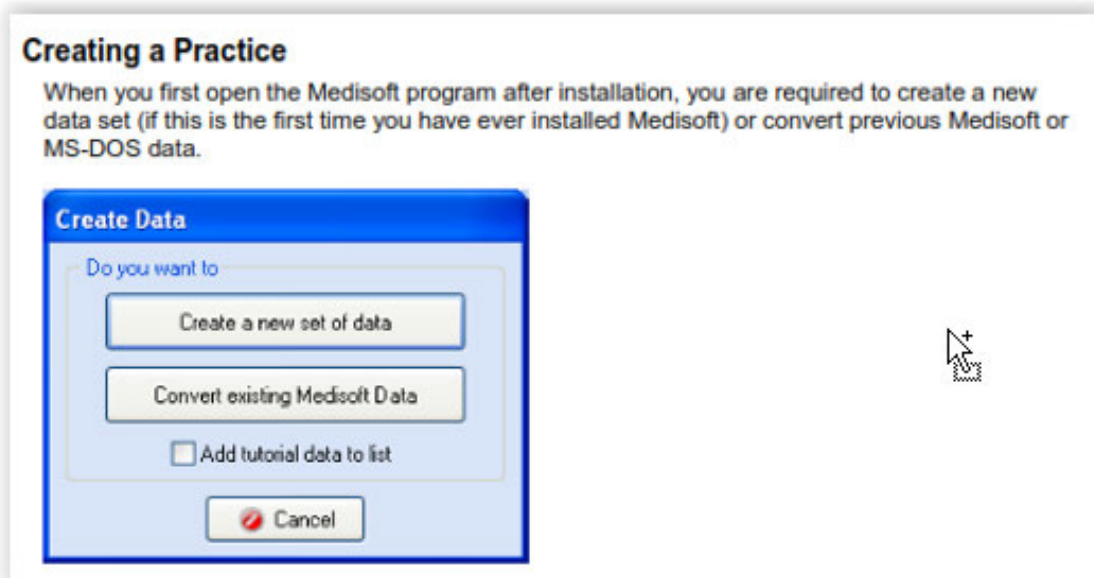
<http://www.medisoft.com/Download/training/MeaningfulUse/MUConfigTrainingGuide.pdf>.

46. Upon information and belief, the following describes, at least in part, certain aspects of a representative sample of Defendants’ Infringing Products:



McKesson Guide, p. 73.

47. Upon information and belief, the following describes, at least in part, certain aspects of a representative sample of Defendants' Infringing Products:



McKesson Guide, p. 73.

48. Upon information and belief, the following describes, at least in part, certain aspects of a representative sample of Defendants' Infringing Products:

Laboratory (105)		COMPREHENSIVE METABOLIC PANEL			
Test Name	Result	19-Jun-2013 10:04	20-Jun-2013 16:49	27-Aug-2013 15:05	09-Sep-2013 13:56
COMPREHENSIVE METABOLIC... Final Collected 09-Sep-2013 13:56	SODIUM BLOOD	138			139
HEMOGLOBIN Final Collected 09-Sep-2013 13:22	POTASSIUM BLOOD	3.4 L			4.4
CBC WITH DIFF MANUAL Pending Collected 09-Sep-2013 13:22	CHLORIDE BLOOD	25 L		88 L	102
ALCOHOL LEVEL BLOOD Final Collected 03-Sep-2013 15:01	CARBON DIOXIDE	25			20 L
HEMOGLOBIN Corrected Final Collected 27-Aug-2013 15:07	ANION GAP	5.7			21.4
HEMOGLOBIN A1C Final Collected 27-Aug-2013 15:07	GLUCOSE BLOOD	66	144 H		120 H
FREE (T4) THYROXINE Final Collected 27-Aug-2013 15:06	UREA NITROGEN BL...	12.0			12.0
HEMATOCRIT Final Collected 27-Aug-2013 15:06	CREATININE BLD	1.2			1.2
	BUN/GREAT RATIO	10.0			10.0
	CALCIUM SERUM	8.5			7.7 L
	ALBUMIN	4.0			3.5
	PROTEIN TOTAL	6.5			6.1 L

Available at: <http://appshopper.com/medical/paragon-clinician-mobile>

49. Upon information and belief, the following describes, at least in part, certain aspects of a representative sample of Defendants' Infringing Products:

Improve Quality and Efficiency with Clinical Decision Support

McKesson's InterQual® Criteria products support better patient outcomes through integrated, streamlined care management processes and appropriateness of care support. Today, more organizations - payers and providers, public and private - rely on InterQual® than on any other evidence-based clinical decision support criteria. Wide adoption of InterQual fosters alignment between payers and providers and focuses all stakeholders on ensuring consistent, clinically appropriate care decisions.

Available at: <http://www.mckesson.com/payers/decision-management/interqual-evidence-based-clinical-content/interqual-evidence-based-clinical-content/>.

50. Upon information and belief, the following describes, at least in part, certain aspects of a representative sample of Defendants' Infringing Products:

The InterQual Content Customization Tool helps:

- **Support sound care decisions.** Evidenced-based InterQual and customized or "homegrown" criteria in the same workflow enable decision-making that can result in fewer secondary reviews, mitigate the risk of denials, and prevent unnecessary care and readmissions — which in turn can lower medical costs.

Available at: <http://www.mckesson.com/uploadedfiles/mckessoncom/content/documents/payers/fact-sheet-interqual-content-customization-tool.pdf>.

51. Upon information and belief, the following describes, at least in part, certain aspects of a representative sample of Defendants' Infringing Products:

Horizon Care Alerts™

Horizon Care Alerts is a rules-based, clinical expert system that monitors, detects, distills and organizes patient data quickly and effectively in order to provide near real-time notification of changes in the patient's condition, thereby supporting clinicians in making better decisions. Horizon Care Alerts monitors for updates or "events" that might trigger the need for a message, such as documentation of abnormal laboratory or other results and other priority conditions. Rules can be created to evaluate clinically related information from multiple systems, such as a low potassium lab result in the presences of a medication order for Digoxin, alerting to the risk of cardiac arrhythmia. Alerts can also be configured to remind clinicians when required documentation elements are missing, such as a response to paint medication within one hour of administration. Such reminders help ensure regulatory compliance. Horizon Care Alerts provides an audit trail that will show the care team which members have been notified, by what means, and when and if they acknowledged or viewed the alert (an important addition to the patient's documented care).

Available at: <http://www.mycarebridge.com/content/glossary>.

52. Upon information and belief, the following describes, at least in part, certain aspects of a representative sample of Defendants’ Infringing Products:

	Rule Name	Time of Alert	Urgency
<input type="button" value="Review"/>	Nephrotoxicity Alert The following have been ordered: VANCOMYCIN 1GM/NS 250ML (VANCOMYCIN) 1 GM=250 ML PGBK. The last Creatinine was 3.7 on 11/17/10 04:37.	11/17/10 - 05:15	Warning
<input type="button" value="Review"/>	Decreasing Renal Function This patient's BUN increased from 33.0 on 11/14/10 04:20 to 65.0 on 11/16/10 03:24. Creatinine has increased from 1.6 on 11/14/10 04:20 to 2.7 on 11/16/10 03:24. The patient has an active order for Lovenox.	11/16/10 - 04:58	Warning
<input type="button" value="Review"/>	Lovenox and Decreased Platelets This patient has an active order for Lovenox and a decreased platelet count of 90.0 / mm as of 11/14/10 04:20.	11/14/10 - 04:37	Warning

Available at: [https://bhportal.mbhs.org/portal//bhs_updates/HC Patient Selection Modules.pdf](https://bhportal.mbhs.org/portal//bhs_updates/HC_Patient_Selection_Modules.pdf).

Alert Rule	Description
Ace Inhibitors and Decreased Renal Function	Creatinine >= 1.5 AND active orders for ace inhibitors or potassium sparing diuretics
Amikacin Level Alert	Amikacin trough >= 10
Contrast CT with Elevated Creatinine	Creatinine >= 1.5 AND active order for CT with contrast
Contrast CT with Glucophage	CT with Contrast ordered AND active order for Glucophage
Contrast FL with Glucophage	FL with Contrast ordered AND active order for Glucophage
Contrast SP with Glucophage	SP with Contrast ordered AND active order for Glucophage
Decreasing Renal Function (with or w/o Lovenox)	Abnormal 50% increase in Creatinine and/or BUN in the last 54 hours (AND Lovenox warning if applicable)
Diflucan with Elevated Creatinine	Creatinine >= 1.5 AND active order for Diflucan
Digoxin Level Alert	Serum digoxin level > 2.0
Digoxin with LowK Result	1 < potassium level < 3.5 AND active order for digoxin
Dilantin Level Alert	Dilantin level >= 30
Gentamicin Level Alert	Gentamicin trough > 2
Heparin with Decreased Platelets	Platelet count <= 100 AND active order for Heparin
Hyperkalemia and Meds	Potassium >= 5 AND active orders for ace inhibitors and/or potassium sparing diuretics
Leukine Alert	ANG/ANC level > 5000 AND active order for Leukine
Lovenox and Decreased Platelets	Platelet count <= 100 AND active order for Lovenox
Magnesium Level Alert	Magnesium level < 1 OR > 5
Nephrotoxicity Alert	Creatinine >= 1.5 AND active order for a drug that can be nephrotoxic
Neupogen Alert	ANG/ANC level > 5000 AND active order for Neupogen
Neurontin with Elevated Creatinine	Creatinine >= 1.5 AND active order for Neurontin
Phenobarbital Level Alert	Phenobarbital level > 35
Potassium Level Alert	Potassium level < 3 OR > 6.5
Primaxin and Increased Creatinine	Creatinine >= 1.5 AND active order for Primaxin
Sodium Level Alert	Sodium level < 120 OR > 155
TB Medications	Active pharmacy order for 1 or more TB meds
Tegretol Level Alert	Tegretol level >= 15
Tenormin in Combination with Beta Blockers	Active orders for Tenormin and one or more beta blockers
Tobramycin Level Alert	Tobramycin level >= 2
Vancomycin Level Alert	Vancomycin trough >= 15

Available at https://bhsportal.mbhs.org/portal/bhs_updates/HC_Patient_Selection_Modules.pdf.

53. Defendants' infringement occurred through operation of the Infringing Products, which each practice the method of one or more claims of the '526 patent. Such operation includes Defendants' 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.

54. In addition, should Defendants' Infringing Products be found to not literally infringe the asserted claims of the '526 Patent, Defendants' Infringing Products would nevertheless infringe the asserted claims of the '526 Patent. More specifically, the Infringing Products performed substantially the same function (contains instructions for enabling a user to flexibly establish linkages amongst elements in electronic health records software), in substantially the same way (comprising computer readable instructions contained in or loaded into non-transitory memory) to yield substantially the same result (effecting such a flexible linkage). Defendants would thus be liable for direct infringement under the doctrine of equivalents.

55. Defendants may have infringed the '526 Patent through other software, currently unknown to Uniloc, utilizing the same or reasonably similar functionality, including other versions of its EHR software. Uniloc reserves the right to discover and pursue all such additional infringing software.

56. Uniloc has been damaged as a result of Defendants' infringing conduct described in this Count. Defendants are thus liable to Uniloc in an amount that adequately compensates it for Defendants' 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.

COUNT II
(INFRINGEMENT OF THE '451 PATENT)

57. Uniloc incorporates the preceding paragraphs herein by reference.

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

59. 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.

60. Defendants directly or through intermediaries infringed (literally and/or under the doctrine of equivalents) one or more claims of the '451 patent in this judicial district and elsewhere in Texas, including at least Claims 1, 2, and 7-8, without Uniloc's consent or authorization. Defendants' infringement 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 Defendants' 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.

61. In addition, should Defendants' Infringing Products be found to not literally infringe the asserted claims of the '451 Patent, Defendants' Infringing Products would nevertheless

infringe the asserted claims of the '451 Patent. More specifically, the Infringing Products performed substantially the same function (contains instructions for configure clinical decision support rules and alerts), in substantially the same way (comprising computer readable instructions contained in or loaded into non-transitory memory) to yield substantially the same result (effecting a clinical decision support rule). Defendants would thus be liable for direct infringement under the doctrine of equivalents.

62. Defendants may have infringed the '451 Patent through other software, currently unknown to Uniloc, utilizing the same or reasonably similar functionality, including other versions of its EHR software. Uniloc reserves the right to discover and pursue all such additional infringing software.

63. Uniloc has been and continues to be damaged as a result of Defendants' infringing conduct described in this Count. Defendants are thus liable to Uniloc in an amount that adequately compensates it for Defendants' 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.

JURY DEMAND

64. 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 each Defendant, 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 each Defendant;
- b. Judgment that Defendant account for and pay to Uniloc all damages to and costs incurred by Uniloc because of each Defendants' infringing activities and other conduct complained of herein;
- c. Judgment that Uniloc be granted pre-judgment and post-judgment interest on the damages caused by each Defendants' infringing activities and other conduct complained of herein; and
- d. That Uniloc be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: June 15, 2016

Respectfully submitted,

/s/ James L. Etheridge

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