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UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON

OLIVE SHADE LLC.,

Plaintiff,

v.

IMPINJ, INC.,

Defendant.

Cause No. 18-cv-808

COMPLAINT FOR PATENT  
INFRINGEMENT

DEMAND FOR JURY TRIAL

Plaintiffs Olive Shade LLC., (“Olive Shade”) complains of Defendant Impinj, Inc., (“Impinj”) as follows:

**NATURE OF LAWSUIT**

1. This is an action for patent infringement under the Patent Laws of the United States, Title 35 United States Code (“U.S.C.”) to prevent defendant Impinj, Inc., (“Defendant” or “Impinj”), from infringing and profiting from, in an illegal and unauthorized manner and without authorization and/or of the consent from Olive Shade, United States Patent No. 6,861,954 (the “’954 Patent”) (the “Patent-In-Suit”) pursuant to 35 U.S.C. § 271, and to recover damages, attorney’s fees, and costs.

**THE PARTIES**

2. Plaintiff Olive Shade is a corporation organized under the laws of Texas having a mailing address at 15922 Eldorado Pkwy., Suite 500-1501, Frisco, TX 75035.



1 Patent, including the exclusive right to recover for past infringement. The '954 Patent is valid  
2 and enforceable. A copy of the '954 Patent is attached hereto as **Exhibit A**.

3 10. The '954 Patent contains four independent claims and twenty-three dependent  
4 claims.

5 11. The '954 Patent discloses, *inter alia*, a system and method for tracking and  
6 associating a group of medical products with a group location based on a group radio  
7 frequency identification device signal.

8  
9 **DESCRIPTION OF THE ACCUSED INSTRUMENTALITIES**

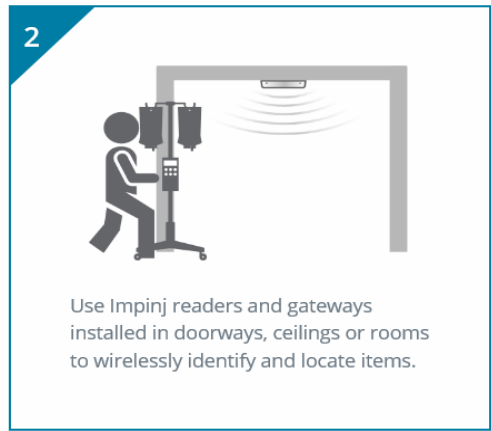
10 12. Defendant uses products, such as the Impinj Platform (hereinafter “Accused  
11 Product”), which “automates the tasks of tracking, locating, and managing medical  
12 equipment” using RAIN RFID technology.<sup>1</sup> The Accused Product performs the step of  
13 tracking medical products comprising: associating a group of medical products with a group  
14 location (e.g., associating multiple medical assets to a location, such as a hospital wing) based  
15 on a group radio frequency identification (RFID) device signal, the group including a first unit  
16 and a second unit (e.g., at least a first medical asset and second medical asset associated with  
17 the location.)<sup>2</sup>



26  
27 <sup>1</sup> <https://www.impinj.com/solutions/healthcare/asset-management/>, last visited May 15, 2018.

<sup>2</sup> *Id*

1 13. Furthermore, as shown in the image below, the accused product uses an RFID  
2 device signal to communicate with the medical assets in the location and identifies them as  
3 being located in that location.<sup>3</sup> Therefore, the association of the group of medical products  
4 with the group location is based on a group RFID device signal.



14 14. The Accused Product performs the step of associating the first unit with a first  
15 remote location (e.g., when the first medical asset is moved to a first room it is associated  
16 with that location) based on a first unit RFID device signal (e.g., an RFID tag associated with  
17 the first medical asset that emits a radio signal).<sup>4</sup>

The Impinj platform automates the tasks of tracking, locating, and managing medical equipment. RAIN RFID is an inexpensive, battery-free technology that wirelessly connects information about an item's identity, location, and authenticity to the hospital's enterprise systems. Assets are tracked as they move in or out of service rooms and through the facility. This allows staff to see their location in real-time and gain visibility into equipment status to help plan resource use.

3 *Id.*

4 *Id.*

1  
2 15. The Accused Product performs the step of associating the second unit with a  
3 second remote location (e.g., a when the second medical asset is moved to a second room it is  
4 associated with that location) based on a second unit RFID device signal (e.g., an RFID tag  
5 associated with the second medical asset that emits a radio signal), the signals uniquely  
6 identifying the units and the group (e.g., the emitted signals uniquely identify all medical  
7 assets in the location, including the first unit in the first remote location and the second unit in  
8 the second remote location).<sup>5</sup>



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19 16. The Accused Product includes the elements described in paragraphs 12-15  
20 which are covered by at least claim 18 of the '954 patent.

21  
22 **COUNT I**  
23 **(INFRINGEMENT OF THE '954 PATENT)**

24 17. Plaintiff re-alleges and incorporates by reference the allegations set forth in  
25 paragraphs 1-16.

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 5 *Id.*

1 18. Defendant has directly infringed and continues to directly infringe at least  
2 claim 18 of the '954 patent. In particular, Defendant uses (at least during internal testing) the  
3 Accused Product, as described above, without authority in the United States, and will  
4 continue to do so unless prevented by this Court. As a direct and proximate result of  
5 Defendant's direct infringement of the '954 patent, Plaintiff has been and continues to be  
6 damaged.

7 19. Defendant has had knowledge of its infringement of the '954 Patent at least as  
8 of the service of the present complaint.

9 20. By engaging in the conduct described herein, Defendant has injured Olive  
10 Shade and is thus liable for infringement of the '954 Patent, pursuant to 35 U.S.C. § 271.

11 21. Defendant has committed these acts of infringement without license or  
12 authorization.

13 22. To the extent that facts learned in discovery show that Defendant's  
14 infringement of the '954 Patent is or has been willful, Olive Shade reserves the right to  
15 request such a finding at the time of trial.

16 23. As a result of Defendant's infringement of the '954 Patent, Olive Shade has  
17 suffered harm and monetary damages and is entitled to a monetary judgment in an amount  
18 adequate to compensate for Defendant's past infringement, together with interests and costs.

19 24. Olive Shade will continue to suffer harm and damages in the future unless  
20 Defendant's infringing activities are prevented by this Court.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Olive Shade asks this Court to enter judgment against Defendant  
23 Impinj, Inc., and against its subsidiaries, affiliates, agents, servants, employees and all persons  
24 in active concert or participation with it granting the following relief:

25 A. That Defendant be adjudged to have infringed the Patent-In-Suit;

1 B. That Defendant, its officers, directors, agents, servants, employees, attorneys,  
2 affiliates, divisions, branches, parents, and those persons in active concert or participation  
3 with any of them, be permanently restrained from directly infringing the Patent-In-Suit;

4 C. An award of damages pursuant to 35 U.S.C. § 284 sufficient to compensate  
5 Olive Shade for Defendant's past infringement and any continuing and/or future infringement  
6 up until the date that Defendant is finally restrained from further infringement, including  
7 compensatory damages;

8 D. An assessment of pre-judgment and post-judgment interests and costs against  
9 Defendant, together with an award of such interests and costs, in accordance with 35 U.S.C. §  
10 284; and

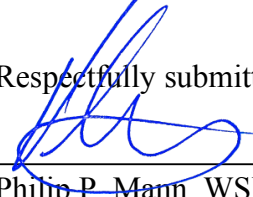
11 E. That Olive Shade be given such other and further relief as this Court may deem  
12 just and proper.

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14 **JURY DEMAND**

15 Olive Shade demands a trial by jury on all issues presented in this Complaint.

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17 Dated this 4<sup>th</sup> day of June, 2018.

18 Respectfully submitted,

19 

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