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Attorneys for Defendant,
DATREC, LLC.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

DATREC, LLC

Plaintiffs,

v.

PROGNOCIS, INC.,

Defendant.

CASE No. 5:21-cv-1595

**PLAINTIFF DATREC, LLC’S
ORIGINAL COMPLAINT FOR
PATENT INFRINGEMENT**

DatRec, LLC (“DatRec”) files this Original Complaint and demand for jury trial seeking relief from patent infringement of the claims of U.S. Patent No. 8,381,309 (“the ‘309 patent”) (referred to as the “Patent-in-Suit”) by PrognoCIS, Inc. (“PrognoCIS”).

I. THE PARTIES

1 1. Plaintiff DatRec is a Texas Limited Liability Company with its principal place
2 of business located in Harris County, Texas.

3 2. On information and belief, PrognoCIS is a limited liability company organized
4 and existing under the laws of California, with a principal place of business located
5 at 4010 Moorpark Ave., Suite 222, San Jose, CA 95117. PrognoCIS is incorporated
6 in California. On information and belief, PrognoCIS sells and offers to sell products
7 and services throughout California, including in this judicial district, and introduces
8 products and services that perform infringing methods or processes into the stream
9 of commerce knowing that they would be sold in California and this judicial district.
10 PrognoCIS can be served with process at its registered agent, Vinay Deshpande,
11 11591 Seven Springs Drive, Cupertino, CA 95014 or anywhere else it may be found.
12

13 **II. JURISDICTION AND VENUE**

14 3. This Court has original subject-matter jurisdiction over the entire action
15 pursuant to 28 U.S.C. §§ 1331 and 1338(a) because Plaintiff's claim arises under an
16 Act of Congress relating to patents, namely, 35 U.S.C. § 271.
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18 4. This Court has personal jurisdiction over Defendant because: (i) Defendant is
19 present within or has minimum contacts within the State of California and this
20 judicial district; (ii) Defendant has purposefully availed itself of the privileges of
21 conducting business in the State of California and in this judicial district; and (iii)
22 Plaintiff's cause of action arises directly from Defendant's business contacts and
23 other activities in the State of California and in this judicial district.
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1 5. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and 1400(b).
2 Defendant has committed acts of infringement and is incorporated in California.
3 Further, venue is proper because Defendant conducts substantial business in this
4 forum, directly or through intermediaries, including: (i) at least a portion of the
5 infringements alleged herein; and (ii) regularly doing or soliciting business, engaging
6 in other persistent courses of conduct and/or deriving substantial revenue from goods
7 and services provided to individuals in California.
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10 **III. INFRINGEMENT**

11 **A. Infringement of the '309 Patent**



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13 6. On February 9, 2013, U.S. Patent No. 8,381,309 (“the '309 patent”, attached
14 as Exhibit A) entitled “Methods and Systems for Secure Communication Over a
15 Public Network” was duly and legally issued by the U.S. Patent and Trademark
16 Office. DatRec, LLC owns the '309 patent by assignment.
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18 7. The '309 patent relates to a novel and improved system for secure
19 communication over a public network.
20

21 8. PrognoCIS maintains, operates, and administers electronic health records
22 through its website at www.PrognoCIS.com, and other sources, that infringe one or
23 more claims of the '309 patent, including one or more of claims 1-17, literally or
24 under the doctrine of equivalents. Defendant put the inventions claimed by the '309
25 Patent into service (i.e., used them); but for Defendant’s actions, the claimed-
26 inventions embodiments involving Defendant’s products and services would never
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1 have been put into service. Defendant's acts complained of herein caused those
2 claimed-invention embodiments as a whole to perform, and Defendant's procurement
3 of monetary and commercial benefit from it.

4
5 9. Support for the allegations of infringement may be found in the following
6 preliminary table:

US8381309 B2	Bizmatics: PrognoCIS
9. A system for enabling communication between users over a communication network, the system comprising;	<div data-bbox="495 724 1242 1165"> <p data-bbox="901 882 1242 1102">PrognoCIS integrated EHR solution for ambulatory care Templates, workflows, and content tailored to your specialty Everything you need from Allergy to Urology</p><p data-bbox="500 1134 1242 1165">Copyright © 2021 Bizmatics, Inc. All rights reserved.</p></div> <p data-bbox="495 1165 1323 1249">https://prognocis.com/wp-content/uploads/2019/01/EHR-Datasheet.pdf</p> <p data-bbox="495 1270 1323 1396">Bizmatics: PrognoCIS has a system for enabling communication between users over a communication network.</p> <p data-bbox="495 1417 1323 1501">The reference includes subject matter disclosed by the claims of the patent after the priority date.</p>

US8381309 B2 Bizmatics: PrognoCIS

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a server system associated with a database comprising verified data relating an individual, said server system being configured and operable to verify at least some of the data so as to authenticate an identity of the individual;

1. Access patient records, document hospital rounds and prescribe medication remotely with our mobile app
2. Scalable from single physician clinics to large, multi-location and specialty practices; cloud-based or client-server models available
3. Seamless communication between your practice and labs, radiology, pharmacies, and referring doctors
4. Complete scheduling management, text reminders, e-prescription and lab automation
5. iPhone and iPad compatible

HIPAA Compliant; CCHIT; ONC-ATCB; HL-7 interfacing

<https://prognocis.com/ehr-software/>

The reference describes a server system associated with a database comprising verified data relating an individual, said server system being configured and operable to verify at least some of the data so as to authenticate an identity of the individual.

10.
11.

US8381309 B2 Bizmatics: PrognoCIS

determining a level of reliability in authenticity based on correspondence between data on said individual entered by a plurality of related individuals; and

Credentialing

Quickly enroll your practice with third-party payers and begin seeing patients

<https://prognocis.com/ehr-software/>

The reference describes determining a level of reliability in authenticity based on correspondence between data on said individual entered by a plurality of related individuals.

US8381309 B2

Bizmatic: PrognoCIS

the system being configured to define one or more levels of permitted communication between individuals in the database and the verified individual on the basis of said verification.

1. Access patient records, document hospital rounds and prescribe medication remotely with our mobile app
 2. Scalable from single physician clinics to large, multi-location and specialty practices; cloud-based or client-server models available
 3. Seamless communication between your practice and labs, radiology, pharmacies, and referring doctors
 4. Complete scheduling management, text reminders, e-prescription and lab automation
 5. iPhone and iPad compatible
- HIPAA Compliant; CCHIT; ONC-ATCB; HL-7 interfacing

<https://prognocis.com/ehr-software/>

The reference describes the system being configured to define one or more levels of permitted communication between individuals in the database and the verified individual on the basis of said verification.

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These allegations of infringement are preliminary and are therefore subject to change.

12. PrognoCIS has and continues to induce infringement. PrognoCIS has actively encouraged or instructed others (e.g., its customers and/or the customers of its related companies), and continues to do so, on how to use its products and services (e.g., question and answer services on the Internet) and related services that provide question and answer services across the Internet such as to cause infringement of one

1 or more of claims 1–17 of the '309 patent, literally or under the doctrine of
2 equivalents. Moreover, PrognoCIS has known of the '309 patent and the technology
3 underlying it from at least the date of issuance of the patent.
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5 13. PrognoCIS has and continues to contributorily infringe. PrognoCIS has
6 actively encouraged or instructed others (e.g., its customers and/or the customers of
7 its related companies), and continues to do so, on how to use its products and services
8 (e.g., question and answer services on the Internet) and related services that provide
9 question and answer services across the Internet such as to cause infringement of one
10 or more of claims 1–17 of the '309 patent, literally or under the doctrine of
11 equivalents. Moreover, PrognoCIS has known of the '309 patent and the technology
12 underlying it from at least the date of issuance of the patent.
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15 14. PrognoCIS has caused and will continue to cause DatRec damage by direct and
16 indirect infringement of (including inducing infringement of) the claims of the '309
17 patent.
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21 **IV. JURY DEMAND**

22 DatRec hereby requests a trial by jury on issues so triable by right.
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24 **V. PRAYER FOR RELIEF**

25 WHEREFORE, DatRec prays for relief as follows:

- 26 a. enter judgment that Defendant has infringed the claims of the '309 patent
27 through PrognoCIS's Electronic Health Records;
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- 1 b. award DatRec damages in an amount sufficient to compensate it for
2 Defendant's infringement of the '309 patent in an amount no less than a
3 reasonable royalty or lost profits, together with pre-judgment and post-
4 judgment interest and costs under 35 U.S.C. § 284;
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6 c. award DatRec an accounting for acts of infringement not presented at trial and
7 an award by the Court of additional damage for any such acts of infringement;
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9 d. declare this case to be "exceptional" under 35 U.S.C. § 285 and award DatRec
10 its attorneys' fees, expenses, and costs incurred in this action;
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12 e. declare Defendant's infringement to be willful and treble the damages,
13 including attorneys' fees, expenses, and costs incurred in this action and an
14 increase in the damage award pursuant to 35 U.S.C. § 284;
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16 f. a decree addressing future infringement that either (i) awards a permanent
17 injunction enjoining Defendant and its agents, servants, employees, affiliates,
18 divisions, and subsidiaries, and those in association with Defendant from
19 infringing the claims of the Patents-in-Suit, or (ii) awards damages for future
20 infringement in lieu of an injunction in an amount consistent with the fact that
21 for future infringement the Defendant will be an adjudicated infringer of a
22 valid patent, and trebles that amount in view of the fact that the future
23 infringement will be willful as a matter of law; and
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25 g. award DatRec such other and further relief as this Court deems just and proper.
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DATED: March 5, 2021

Respectfully submitted,

Hankin Patent Law, APC

/Marc E. Hankin/

Marc E. Hankin

Attorneys for Defendant,

DatRec, LLC