

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

DATREC, LLC,)
Plaintiff,)
) **Civil Action No. 6:21-cv-01185**
v.)
)
AEROTEL U.S.A., INC. and)
AEROTEL MEDICAL SYSTEMS, LTD.)
Defendants.)

PLAINTIFF’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 Aerotel U.S.A., Inc. and Aerotel Medical Systems, Ltd. (“Aerotel”).

I. THE PARTIES

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

2. On information and belief, AEROTEL is a corporation existing under the laws of the State of Delaware, with a regular and established place of business located at 4702-4926 Research Dr., San Antonio, Texas 78240. On information and belief, AEROTEL sells and offers to sell products and services throughout Texas, including in this judicial district, and introduces products and services that perform infringing methods or processes into the stream of commerce knowing that they would be sold in Texas and this judicial district. Defendants may be served through its registered agent Harvard Business Services, Inc. 16192 Coastal Hwy., Lewes, DE 19958 or anywhere they may be found.

I. JURISDICTION AND VENUE

3. This Court has original subject-matter jurisdiction over the entire action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because Plaintiff's claim arises under an Act of Congress relating to patents, namely, 35 U.S.C. § 271.

4. This Court has personal jurisdiction over Defendant because: (i) Defendant is present within or has minimum contacts within the State of Texas and this judicial district; (ii) Defendant has purposefully availed itself of the privileges of conducting business in the State of Texas and in this judicial district; and (iii) Plaintiff's cause of action arises directly from Defendant's business contacts and other activities in the State of Texas and in this judicial district.

5. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and 1400(b). Defendant has committed acts of infringement and has a regular and established place of business in this District. Further, venue is proper because Defendant conducts substantial business in this forum, directly or through intermediaries, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct and/or deriving substantial revenue from goods and services provided to individuals in Texas and this District.

II. INFRINGEMENT

A. Infringement of the '309 Patent

6. On February 9, 2013, U.S. Patent No. 8,381,309 ("the '309 patent", attached as Exhibit A) entitled "Method and System for Secure Communication Over a Public Network" was duly and legally issued by the U.S. Patent and Trademark Office. DatRec, LLC owns the '309 patent by assignment.

7. The '309 patent relates to a novel and improved system for secure communication over a public network.

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

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

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Aerotel Medical Systems's e-CliniQ: Medi-CliniQ™

9. A system for enabling communication between users over a communication network, the system comprising;



External
Sensors



Blood Pressure



ECG



Weight Scale



Glucometer

e-CliniQ

Medi-CliniQ™

Public Multi-Parameter Medical Acquisition Center

Written on 22 September 2019.

http://www.aerotel.com/images/products/prod_pdf/mpm/e-cliniq_medi-cliniq.pdf

Aerotel Medical Systems's e-CliniQ: Medi-CliniQ™ has a system for enabling communication between users over a communication network.

The reference includes subject matter disclosed by the claims of the patent after the priority date.

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Aerotel Medical Systems's e-CliniQ: Medi-CliniQ™

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;

Medical Parameters Transmission from Points of Care

Medi-CliniQ is a public system designed to supply primary health care services where medical staff is scarce. Capable of connecting different medical devices with digital output, it can accommodate an unlimited amount of users. Medi-CliniQ can be installed as a stand-alone unit or in modules, according to client specifications. On-screen, user-friendly guidelines direct patients on how to perform necessary tests. Once Medi-CliniQ acquires data, it automatically transmits it to the MPM Receiving Center via the Internet.

http://www.aerotel.com/images/products/prod_pdf/mpm/e-cliniq_medi-cliniq.pdf

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.

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Aerotel Medical Systems's e-CliniQ: Medi-CliniQ™

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

Medical Parameters Transmission from Points of Care

Medi-CliniQ is a public system designed to supply primary health care services where medical staff is scarce. Capable of connecting different medical devices with digital output, it can accommodate an unlimited amount of users. Medi-CliniQ can be installed as a stand-alone unit or in modules, according to client specifications. On-screen, user-friendly guidelines direct patients on how to perform necessary tests. Once Medi-CliniQ acquires data, it automatically transmits it to the MPM Receiving Center via the Internet.

http://www.aerotel.com/images/products/prod_pdf/mpm/e-cliniq_medi-cliniq.pdf

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.

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Aerotel Medical Systems's e-CliniQ: Medi-CliniQ™

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.

Medical Parameters Transmission from Points of Care

Medi-CliniQ is a public system designed to supply primary health care services where medical staff is scarce. Capable of connecting different medical devices with digital output, it can accommodate an unlimited amount of users. Medi-CliniQ can be installed as a stand-alone unit or in modules, according to client specifications. On-screen, user-friendly guidelines direct patients on how to perform necessary tests. Once Medi-CliniQ acquires data, it automatically transmits it to the MPM Receiving Center via the Internet.

- Easy device set-up
- Smart card reader (optional)
- User-friendly, on-screen guidelines
- Option: Add-on video-conferencing unit

http://www.aerotel.com/images/products/prod_pdf/mpm/e-cliniq_medi-cliniq.pdf

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.

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

13. AEROTEL has and continues to induce infringement. AEROTEL 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., EHR) and related services that provide question and answer services across the Internet such as to cause infringement of one or more of claims 1–17 of the '309 patent, literally or under the doctrine of

equivalents. Moreover, AEROTEL has known of the '309 patent and the technology underlying it from at least the date of issuance of the patent.

14. AEROTEL has and continues to contributorily infringe. AEROTEL 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., EHR) and related services that provide question and answer services across the Internet such as to cause infringement of one or more of claims 1–17 of the '309 patent, literally or under the doctrine of equivalents. Moreover, AEROTEL has known of the '309 patent and the technology underlying it from at least the date of issuance of the patent.

15. AEROTEL has caused and will continue to cause DatRec damage by direct and indirect infringement of (including inducing infringement of) the claims of the '309 patent.

III. JURY DEMAND

DatRec hereby requests a trial by jury on issues so triable by right.

IV. PRAYER FOR RELIEF

WHEREFORE, DatRec prays for relief as follows:

- a. enter judgment that Defendant has infringed the claims of the '309 patent;
- b. award DatRec damages in an amount sufficient to compensate it for Defendant's infringement of the '309 patent in an amount no less than a reasonable royalty or lost profits, together with pre-judgment and post-judgment interest and costs under 35 U.S.C. § 284;
- c. award DatRec an accounting for acts of infringement not presented at trial and an award by the Court of additional damage for any such acts of infringement;

- d. declare this case to be “exceptional” under 35 U.S.C. § 285 and award DatRec its attorneys’ fees, expenses, and costs incurred in this action;
- e. declare Defendant’s infringement to be willful and treble the damages, including attorneys’ fees, expenses, and costs incurred in this action and an increase in the damage award pursuant to 35 U.S.C. § 284;
- f. a decree addressing future infringement that either (i) awards a permanent injunction enjoining Defendant and its agents, servants, employees, affiliates, divisions, and subsidiaries, and those in association with Defendant from infringing the claims of the Patents-in-Suit, or (ii) awards damages for future infringement in lieu of an injunction in an amount consistent with the fact that for future infringement the Defendant will be an adjudicated infringer of a valid patent, and trebles that amount in view of the fact that the future infringement will be willful as a matter of law; and
- g. award DatRec such other and further relief as this Court deems just and proper.

Respectfully submitted,

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