

I. NATURE OF THE ACTION

1. This is a patent infringement action to end Defendants' unauthorized and infringing manufacture, use, sale, offering for sale and/or importation of methods and products incorporating Plaintiff Hospital Systems' patented inventions.

2. Hospital Systems is the exclusive licensee and owner of all substantial rights and interest in and to: United States Patent No. 5,321,520, issued on June 14, 1994 for "Automated High Definition/Resolution Image Storage, Retrieval and Transmission System" (the "'520 patent"), and United States Patent No. 5,416,602, issued on May 16, 1995, for "Medical Image System with Progressive Resolution" (the "'602 patent") (collectively, the "Patents"). A true and correct copy of '520 patent is attached as Exhibit 1 and a true and correct copy of '602 patent is attached as Exhibit 2.

3. Each of the Defendants manufactures, provides, sells, offers for sale, imports and/or distributes infringing Picture Archiving and Communications Systems ("PACS"); and/or induces others to use its PACS products and services in an infringing manner; and/or contributes to the use of infringing PACS products and services by others.

4. Plaintiff Hospital Systems seeks injunctive relief to prevent Defendants from continuing infringement of Plaintiff's valuable patent rights. Plaintiff Hospital Systems further seeks monetary damages and prejudgment interest for Defendants' past infringement of the Patents.

5. This is an exceptional case, and Hospital Systems is entitled to damages, enhanced damages, attorneys' fees, costs and expenses.

II. THE PARTIES

6. Plaintiff Hospital Systems Corporation is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 500 Newport Center Drive, 7th Floor, Newport Beach, California, 92660.

7. Defendant General Electric Company is a corporation organized and existing under the laws of the State of New York, with a place of business located at 3135 Easton Turnpike, Fairfield, Connecticut 06432-1008. General Electric Company does business as GE Healthcare. Defendant General Electric Company has been served and has appeared in this matter.

8. Defendant FUJIFILM Medical Systems U.S.A., Inc. is a New York corporation with a place of business located at 419 West Avenue, Stamford, Connecticut, 06902. Defendant FUJIFILM Medical Systems U.S.A., Inc. has been served and has appeared in this matter.

9. Defendant Sectra North America, Inc. is a Connecticut corporation with a place of business located at 2 Enterprise Dr. Suite 507, Shelton, Connecticut 06484-4600. Defendant Sectra North America, Inc. can be served with process by serving its registered agent for service of process, Secretary of The State, 30 Trinity Street, Hartford, CT 06106-0470.

10. Defendant McKesson Information Solutions LLC is a Delaware limited liability company. Defendant McKesson has been served and has appeared in this matter.

11. Defendant Agfa Healthcare Corporation is a Delaware Corporation with its principal place of business at 100 Challenger Road, Ridgefield Park, New Jersey, 07660. Agfa Healthcare Corporation operates a division called Agfa Healthcare through which Agfa infringes

and causes infringement. Defendant Agfa Healthcare Corporation can be served with process by serving its registered agent for service of process, The Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, DE 19801.

12. Defendant NovaRad Corporation is a Utah corporation with a place of business at 961 West Center St., Orem, Utah 84057. Defendant NovaRad Corporation can be served with process by serving its registered agent for service of process, Wendell A. Gibby, 758 E. Utah Valley Dr., Suite 200, American Fork, Utah 84003.

13. Defendant Merge Healthcare Inc. has its principal place of business located at 6737 W. Washington St., Suite 2250, Milwaukee, Wisconsin 53214. Defendant Merge Healthcare Inc. can be served with process by serving its registered agent for service of process, Craig D. Aolinsky, 6737 West Washington Street, Suite 2250, Milwaukee, WI 53214.

14. Defendant INFINITT North America Inc. is a New Jersey corporation with a place of business located at Hillcrest Professional Plaza, 755 Memorial Parkway, Suite 304B, Phillipsburg, New Jersey 08865. Defendant INFINITT North America Inc. can be served with process by serving its registered agent for service of process, David O. Smarro, Hillcrest Professional Plaza, 755 Memorial Parkway, Suite 304B, Phillipsburg, New Jersey 08865.

15. Defendant Emageon Inc. is a Delaware corporation with a place of business located at 1200 Corporate Drive, Suite 200, Birmingham AL 35242. Defendant Emageon can be served with process by serving its registered agent for service of process, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

16. Defendant Intelrad Medical Systems Incorporated is a Quebec corporation with a place of business located at Central Station Building, 895 de la Gauchetière Street W., Suite 400, Montreal, QC H3B 4G1. Defendant Intelrad can be served with process by serving its registered agent for service of process, Randall Oka, 1400 Avenue Overdale Bureau 6, Montreal, Quebec, H3G 1V3.

17. Defendant Ultrarad Corporation is a Florida corporation with a place of business located at 801 West Bay Drive, Suite 424, Largo, FL 33770. Defendant Ultrarad can be served with process by serving its registered agent for service of process, Thomas Goliash, 1560 Gulf Boulevard PH3, Clearwater, FL 33767.

18. Defendant Viztek, Inc. is a Florida corporation with a place of business located at 6491 Powers Avenue, Jacksonville, FL 32217. Defendant Viztek can be served with process by serving its registered agent for service of process, Stephen G. Prom, 50 N. Laura St., Suite 3100, Jacksonville, FL 32202.

III. JURISDICTION AND VENUE

19. This is an action for patent infringement which arises under the Patent Laws of the United States, in particular, 35 U.S.C. §§271, 281, 283, 284 and 285. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§1331 and 1338(a).

20. This Court has personal jurisdiction over each of the Defendants, and venue is proper in this Court pursuant to 28 U.S.C. §§1391(b), (c) and 1400.

IV. PLAINTIFF'S PATENTS

21. The Patents disclose a medical image storage, retrieval and transmission system and method for providing simultaneous automated access to a common database by a plurality of remote subscribers upon request. The database may include medical images such as digitized X-ray images. The remote site requests selective transmission of the requested digitized information from the image data storage and retrieval subsystem to the requesting visual display terminal for conversion to a visual image at the remote site.

22. Hospital Systems has obtained all substantial right and interest to the Patents, including all rights to recover for all past and future infringements thereof.

V. DEFENDANTS' ACTS

GE Healthcare

23. GE Healthcare manufactures, provides, sells, offers for sale and/or distributes infringing PACS systems. The infringing GE Healthcare PACS systems include, but are not limited to, systems marketed under the name Centricity PACS, IDX iPACS and related products. GE Healthcare provides related services, specifications and instructions for the installation and operation of such systems to its customers.

24. Through its actions, GE Healthcare has infringed the Patents and actively induced others to infringe and contributed to the infringement by others of the Patents throughout the United States.

25. Upon information and belief, Defendant GE Healthcare is willfully infringing one or more claims of the Patents, and has demonstrated at least objective recklessness in doing so.

26. Neither Hospital Systems nor any of its predecessors in interest in and to the Patents has granted GE Healthcare a license or any other right to make, use, offer for sale, sell or import the invention defined by the claims of the Patents.

27. Hospital Systems has been and will continue to suffer damages as a result of Defendant GE Healthcare's infringing acts unless and until enjoined.

FUJIFILM

28. FUJIFILM manufactures, provides, sells, offers for sale, imports and/or distributes infringing PACS systems. The infringing FUJIFILM PACS systems include, but are not limited to, systems and software marketed under the names Synapse, AON and related products. FUJIFILM provides related services, specifications and instructions for the installation and operation of such systems to its customers.

29. Through its actions, FUJIFILM has infringed the Patents and actively induced others to infringe and contributed to the infringement by others of the Patents throughout the United States.

30. Upon information and belief, Defendant FUJIFILM is willfully infringing one or more claims of the Patents, and has demonstrated at least objective recklessness in doing so.

31. Neither Hospital Systems nor any of its predecessors in interest in and to the Patents has granted FUJIFILM a license or any other right to make, use, offer for sale, sell or import the invention defined by the claims of the Patents.

32. Hospital Systems has been and will continue to suffer damages as a result of Defendant FUJIFILM's infringing acts unless and until enjoined.

Sectra

33. Sectra manufactures, provides, sells, offers for sale, imports and/or distributes infringing PACS systems. The infringing Sectra PACS systems include, but are not limited to, systems marketed under the name Sectra PACS and related products. Sectra provides services, specifications and instructions for the installation and operation of such systems to its customers.

34. Through its actions, Sectra has infringed the Patents and actively induced others to infringe and contributed to the infringement by others of the Patents throughout the United States.

35. Neither Hospital Systems nor any of its predecessors in interest in and to the Patents has granted Sectra a license or any other right to make, use, offer for sale, sell or import the invention defined by the claims of the Patents.

36. Hospital Systems has been and will continue to suffer damages as a result of Defendant Sectra's infringing acts unless and until enjoined.

McKesson

37. McKesson manufactures, provides, sells, offers for sale and/or distributes infringing PACS systems. The infringing McKesson PACS systems include, but are not limited to, systems marketed under the name Horizon Medical Imaging and related products. McKesson

provides services, specifications and instructions for the installation and operation of such systems to its customers.

38. Through its actions, McKesson has infringed the Patents and actively induced others to infringe and contributed to the infringement by others of the Patents throughout the United States.

39. Neither Hospital Systems nor any of its predecessors in interest in and to the Patents has granted McKesson a license or any other right to make, use, offer for sale, sell or import the invention defined by the claims of the Patents.

40. Hospital Systems has been and will continue to suffer damages as a result of Defendant McKesson's infringing acts unless and until enjoined.

Agfa Healthcare

41. Agfa Healthcare manufactures, provides, sells, offers for sale, imports and/or distributes infringing PACS systems. The infringing Agfa PACS systems include, but are not limited to, systems marketed under the name IMPAX and related products. Agfa provides services, specifications and instructions for the installation and operation of such systems to its customers.

42. Through its actions, Agfa has infringed the Patents and actively induced others to infringe and contributed to the infringement by others of the Patents throughout the United States.

43. Neither Hospital Systems nor any of its predecessors in interest in and to the Patents has granted Agfa a license or any other right to make, use, offer for sale, sell or import the invention defined by the claims of the Patents.

44. Hospital Systems has been and will continue to suffer damages as a result of Defendant Agfa's infringing acts unless and until enjoined.

NovaRad

45. NovaRad manufactures, provides, sells, offers for sale and/or distributes infringing PACS systems. The infringing NovaRad PACS systems include, but are not limited to, systems marketed under the names NovaPACS, NovaWeb and related products. NovaRad provides services, specifications and instructions for the installation and operation of such systems to its customers.

46. Through its actions, NovaRad has infringed the Patents and actively induced others to infringe and contributed to the infringement by others of the Patents throughout the United States.

47. Neither Hospital Systems nor any of its predecessors in interest in and to the Patents has granted NovaRad a license or any other right to make, use, offer for sale, sell or import the invention defined by the claims of the Patents.

48. Hospital Systems has been and will continue to suffer damages as a result of Defendant NovaRad' infringing acts unless and until enjoined.

Merge

49. Merge manufactures, provides, sells, offers for sale and/or distributes infringing PACS systems. The infringing Merge PACS systems include, but are not limited to, systems marketed under the names eFilm, Fusion, Cedara and related products. Merge provides services, specifications and instructions for the installation and operation of such systems to its customers.

50. Through its actions, Merge has infringed the Patents and actively induced others to infringe and contributed to the infringement by others of the Patents throughout the United States.

51. Neither Hospital Systems nor any of its predecessors in interest in and to the Patents has granted Merge a license or any other right to make, use, offer for sale, sell or import the invention defined by the claims of the Patents.

52. Hospital Systems has been and will continue to suffer damages as a result of Defendant Merge's infringing acts unless and until enjoined.

INFINITT

53. INFINITT manufactures, provides, sells, offers for sale and/or distributes infringing PACS systems. The infringing INFINITT PACS systems include, but are not limited to, systems marketed under the name INFINITT StarPACS, StarPACS Web and related products. INFINITT provides services, specifications and instructions for the installation and operation of such systems to its customers.

54. Through its actions, INFINITT has infringed the Patents and actively induced others to infringe and contributed to the infringement by others of the Patents throughout the United States.

55. Neither Hospital Systems nor any of its predecessors in interest in and to the Patents has granted INFINITT a license or any other right to make, use, offer for sale, sell or import the invention defined by the claims of the Patents.

56. Hospital Systems has been and will continue to suffer damages as a result of Defendant INFINITT's infringing acts unless and until enjoined.

EMAGEON

57. Emageon manufactures, provides, sells, offers for sale and/or distributes infringing PACS systems. The infringing Emageon PACS systems include, but are not limited to, systems marketed under the name Emageon RadSuite and related products. Emageon provides services, specifications and instructions for the installation and operation of such systems to its customers.

58. Through its actions, Emageon has infringed the Patents and actively induced others to infringe and contributed to the infringement by others of the Patents throughout the United States.

59. Neither Hospital Systems nor any of its predecessors in interest in and to the Patents has granted Emageon a license or any other right to make, use, offer for sale, sell or import the invention defined by the claims of the Patents.

60. Hospital Systems has been and will continue to suffer damages as a result of Defendant Emageon's infringing acts unless and until enjoined.

INTELERAD

61. Intelerad manufactures, provides, sells, offers for sale and/or distributes infringing PACS systems. The infringing Intelerad PACS systems include, but are not limited to, systems marketed under the name INTELEPACS and related products. Intelerad provides services, specifications and instructions for the installation and operation of such systems to its customers.

62. Through its actions, Intelerad has infringed the Patents and actively induced others to infringe and contributed to the infringement by others of the Patents throughout the United States.

63. Neither Hospital Systems nor any of its predecessors in interest in and to the Patents has granted Intelerad a license or any other right to make, use, offer for sale, sell or import the invention defined by the claims of the Patents.

64. Hospital Systems has been and will continue to suffer damages as a result of Defendant Intelerad's infringing acts unless and until enjoined.

ULTRARAD

65. Ultrarad manufactures, provides, sells, offers for sale and/or distributes infringing PACS systems. The infringing Ultrarad PACS systems include, but are not limited to, systems marketed under the name UltraWEB and related products. Ultrarad provides services, specifications and instructions for the installation and operation of such systems to its customers.

66. Through its actions, Ultrarad has infringed the Patents and actively induced others to infringe and contributed to the infringement by others of the Patents throughout the United States.

67. Neither Hospital Systems nor any of its predecessors in interest in and to the Patents has granted Ultrarad a license or any other right to make, use, offer for sale, sell or import the invention defined by the claims of the Patents.

68. Hospital Systems has been and will continue to suffer damages as a result of Defendant Ultrarad's infringing acts unless and until enjoined.

VIZTEK

69. Viztek manufactures, provides, sells, offers for sale and/or distributes infringing PACS systems. The infringing Viztek PACS systems include, but are not limited to, systems marketed under the name Opal-RAD and related products. Viztek provides services, specifications and instructions for the installation and operation of such systems to its customers.

70. Through its actions, Viztek has infringed the Patents and actively induced others to infringe and contributed to the infringement by others of the Patents throughout the United States.

71. Neither Hospital Systems nor any of its predecessors in interest in and to the Patents has granted Viztek a license or any other right to make, use, offer for sale, sell or import the invention defined by the claims of the Patents.

72. Hospital Systems has been and will continue to suffer damages as a result of Defendant Viztek's infringing acts unless and until enjoined.

**COUNT ONE
PATENT INFRINGEMENT**

73. Plaintiff Hospital Systems realleges and incorporates herein paragraphs 1- 72.

74. Defendants have infringed the Patents.

75. Defendants have indirectly infringed the Patents by inducing the infringement of the Patents and contributing to the infringement of the Patents.

76. Upon information and belief, Defendants have jointly infringed the Patents.

77. Defendants' aforementioned acts have caused damage to Hospital Systems and will continue to do so unless and until enjoined.

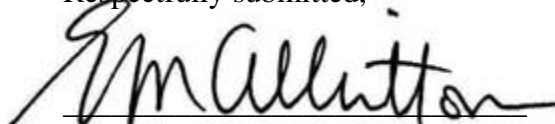
VI. REQUEST FOR RELIEF

WHEREFORE, Plaintiff Hospital Systems respectfully requests that the Court:

- A. Permanently enjoin each Defendant, its agents, servants and employees, and all those in privity with each Defendant or in active concert and participation with any of the Defendants, from engaging in acts of infringement of the Patents;
- B. Award Plaintiff Hospital Systems past and future damages together with interest to compensate for the infringement by Defendants of the Patents in accordance with 35 U.S.C. §284, and increase such award by up to three times the amount found or assessed in accordance with 35 U.S.C. §284;
- C. Declare this case exceptional pursuant to 35 U.S.C. §285; and
- D. Award Plaintiff Hospital Systems its costs, disbursements, attorneys' fees and such further and additional relief as is deemed appropriate by this Court.

Dated: January 12, 2009

Respectfully submitted,



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CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this notice was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed. R. Civ. P. 5(d) and Local Rule CV-5(d) and (e), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by email, on this the 12th day of January, 2009.



Eric M. Albritton