

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

<p>Digital Image Systems Corporation,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">- vs -</p> <ol style="list-style-type: none">1. The Loomis Management Company, Inc. d/b/a The PA Loomis Company;2. Wells Fargo Bank, National Association;3. Health e Connex, Inc.;4. Industrial Electric Wire & Cable, Inc.;5. Fastenal Company;6. The Proctor and Gamble U.S. Business Services Company;7. Proctor and Gamble Manufacturing Company;8. AnyDoc Software, Inc.; and9. ABBYY USA Software House, Inc., <p style="text-align: right;">Defendants.</p>	<p>Honorable David C. Godbey</p> <p>Civil Action No.: 3-07CV1274-N</p> <p>JURY TRIAL DEMANDED: PATENT CASE</p>
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FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Digital Imaging Systems Corporation, for their complaint against Defendant The Loomis Management Company, Inc. d/b/a The PA Loomis Company, Defendant Wells Fargo Bank, National Association; Defendant Health e Connex, Inc.; Defendant Industrial Electric Wire & Cable, Inc.; Defendant Fastenal Company; Defendant The Proctor and Gamble U.S. Business Services Company; Defendant Proctor

and Gamble Manufacturing Company; Defendant AnyDoc Software, Inc.; and Defendant ABBYY USA Software House, Inc. (collectively “Defendants”), alleges the following:

Parties

1. Plaintiff **Digital Image Systems Corporation** (“Plaintiff”) is a Texas corporation.

2. Defendant **The Loomis Management Company, Inc. d/b/a The PA Loomis Company** (“Loomis”) is a Pennsylvania corporation that maintains its principal place of business in Wyomissing, Pennsylvania and can be served through its registered agent for service, Incorp Services, Inc., 720 Brazos Street, Suite 1115, Austin, Texas 78701. No service is necessary at this time.

3. Defendant **Wells Fargo Bank, National Association** (“Wells Fargo”) is a subsidiary of Wells Fargo & Company, a Delaware corporation that maintains its principal place of business in San Francisco, California. Defendant Wells Fargo can be served through its registered agent for service, Corporation Services Company d/b/a Lawyers Inco, 701 Brazos Street, Suite 1050, Austin, Texas 78701.

4. Defendant **Health E Connex, Inc.** (“HEC”) is an Illinois corporation that maintains its principal place of business in Park Ridge, Illinois and can be served through its registered agent for service, Corporation Services Company d/b/a Lawyers Inco, 701 Brazos Street, Suite 1050, Austin, Texas 78701.

5. Defendant **Industrial Electric Wire & Cable, Inc.** (“IEWC”) is a Wisconsin corporation that maintains its principal place of business in New Berlin,

Wisconsin and can be served through its registered agent for service, Kenneth C. Levar, 1000 Shiloh Rd., Ste. 500, Plano TX 75074.

6. Defendant **Fastenal Company** (“Fastenal”) is a Minnesota corporation that maintains its principal place of business in Winona, Minnesota and can be served through its registered agent for service, National Registered Agents, Inc., 1614 Sidney Baker Street, Kerryville, TX 78028.

7. Defendant **The Proctor and Gamble U.S. Business Services Company** (“P&G BSC”) is a subsidiary of **The Proctor & Gamble Company**, an Ohio corporation that maintains its principal place of business in Cincinnati, Ohio. Defendant P&G BSC can be served through its registered agent for service, CT Corporate System, 350 N. St. Paul St., Dallas, TX 75201.

8. Defendant **Proctor and Gamble Manufacturing Company** (“P&G MC”) is a subsidiary of **The Proctor & Gamble Company**, which is an Ohio corporation that maintains its principal place of business in Cincinnati, Ohio. Defendant P&G MC can be served through its registered agent for service, CT Corporate System, 350 N. St. Paul St., Dallas, TX 75201.

9. Defendant **AnyDoc Software, Inc.** (“AnyDoc”) is a Florida corporation that maintains its principal place of business in Tampa, Florida. Defendant AnyDoc does business in the State of Texas. However, Defendant AnyDoc has not designated an agent for service of process. Therefore, pursuant to §17.044 of the TEX. CIV. PRAC. & REM. Code, Defendant AnyDoc has designated the Secretary of State as its agent for service of process and may be served with process by serving the Secretary of State.

10. Defendant **ABBYY USA Software House, Inc.** (“ABBYY”) is a California corporation that maintains its principal place of business in Fremont, California. Defendant ABBYY does business in the State of Texas. However, Defendant ABBYY has not designated an agent for service of process. Therefore, pursuant to §17.044 of the TEX. CIV. PRAC. & REM. Code, Defendant ABBYY has designated the Secretary of State as its agent for service of process and may be served with process by serving the Secretary of State.

Jurisdiction and Venue

11. This Court has jurisdiction over Plaintiff’s patent infringement claims pursuant to the patent laws of the United States, 35 U.S.C. §1 *et seq.* and pursuant to 28 U.S.C. §§1331 and 1338.

12. Upon information and belief, personal jurisdiction over Defendant Loomis exists generally because Defendant Loomis does business within the State of Texas and within this District by performing services in Dallas, Texas for the insurance industry by offering health care plans to which residents of this District subscribe and that are accepted by healthcare associations in this District. Personal jurisdiction also exists over Defendant Loomis because Defendant Loomis has committed and continues to commit acts of infringement within the State of Texas and within this District.

13. Upon information and belief, personal jurisdiction over Defendant Wells Fargo exists generally because Defendant Wells Fargo does business within the State of Texas and within this District by operating financial institutions in this District. Personal jurisdiction also exists over Defendant Wells Fargo because Defendant Wells Fargo has

committed and continues to commit acts of infringement within the State of Texas and within this District.

14. Upon information and belief, personal jurisdiction over Defendant HEC exists generally because Defendant HEC does business within the State of Texas and within this District by offering electronic data interchange services and e-commerce enabling technologies in this District. Personal jurisdiction also exists over Defendant HEC because Defendant HEC has committed and continues to commit acts of infringement within the State of Texas and within this District.

15. Personal jurisdiction over Defendant IEWC exists generally because Defendant IEWC does business within the State of Texas and within this District by selling products in this District. Personal jurisdiction also exists over Defendant IEWC because Defendant IEWC has committed and continues to commit acts of infringement within the State of Texas and within this District.

16. Personal jurisdiction over Defendant Fastenal exists generally because Defendant Fastenal does business within the State of Texas and within this District by distributing industrial fasteners in this District. Personal jurisdiction also exists over Defendant Fastenal because Defendant Fastenal has committed and continues to commit acts of infringement within the State of Texas and within this District.

17. Personal jurisdiction over Defendants P&G BSC and P&G MC exists generally because Defendants P&G BSC and P&G MC do business within the State of Texas and within this District by manufacturing, selling, and/or distributing consumer products in this District. Personal jurisdiction also exists over Defendants P&G BSC and P&G MC because Defendants P&G BSC and P&G MC have committed and continue to

commit acts of infringement within the State of Texas and within this District.

18. Personal jurisdiction over Defendant AnyDoc exists generally because Defendant AnyDoc does business within the State of Texas and within this District by selling its software in this District. Personal jurisdiction also exists over Defendant AnyDoc because Defendant AnyDoc has committed and continues to commit acts of infringement within the State of Texas and within this District.

19. Personal jurisdiction over Defendant ABBYY exists generally because Defendant ABBYY does business within the State of Texas and within this District by selling its software in this District. Personal jurisdiction also exists over Defendant ABBYY because Defendant ABBYY has committed and continues to commit acts of infringement within the State of Texas and within this District.

20. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391, as well as 28 U.S.C. §1400 for the reasons set forth above and below.

Facts

21. Plaintiff is the owner as assignee of all rights, title, and interest in and under United States Patent No. 5,191,525 (“‘525 patent”), which duly and legally issued on March 2, 1993, with Thomas Q. LeBrun, Kerry Cage, and Dennis D. Arnold as the named inventors, for an invention in image capture and data extraction. A true copy of the ‘525 patent is attached as Exhibit A.

22. Upon information and belief, Defendants Loomis, Wells Fargo, HEC, IEWC, Fastenal, P&G BSC, and P&G MC use the “OCR for AnyDoc” software packages in conjunction with various makes and models of hardware, including but not

limited to scanners, to provide services or to increase the efficiency of their respective operations. Therefore, Defendants Loomis, Wells Fargo, HEC, IEWC, Fastenal, P&G BSC, and P&G MC have been and are infringing, contributing to infringement, and/or inducing others to infringe the '525 patent by making, using, offering for sale, selling, and/or by inducing or contributing to the infringement of the '525 patent by others and/or by supplying or causing to be supplied from the United States all or a substantial portion of the components and/or steps of the patented invention and/or a component of the invention that is especially made or adapted for use in the invention and/or a step of the invention that is especially performed or adapted for use in the invention and not a staple article of commerce suitable for non-infringing uses. Acts of infringement have occurred within this District and elsewhere throughout the United States by Defendants Loomis, Wells Fargo, HEC, IEWC, Fastenal, P&G BSC, and P&G MC.

23. Upon information and belief, Defendants Loomis, Wells Fargo, HEC, IEWC, Fastenal, P&G BSC, and P&G MC have been willfully infringing, and/or inducing others to infringe the '525 patent by making, using, offering for sale, selling, and/or importing through the use of the "OCR for AnyDoc" software.

24. Upon information and belief, Defendant AnyDoc manufactures, sells, and offers for sale in the United States software, programs, and/or packages that perform optical character recognition functions with a capability to electronically separate transactions, including but not limited to Defendant AnyDoc's product or software suite known as "OCR for AnyDoc." Therefore, Defendant AnyDoc has been and is infringing, contributing to infringement, and/or inducing others to infringe the '525 patent by making, using, offering for sale, selling, and/or by inducing or contributing to the

infringement of the '525 patent by others and/or by supplying or causing to be supplied from the United States all or a substantial portion of the components and/or steps of the patented invention and/or a component of the invention that is especially made or adapted for use in the invention and/or a step of the invention that is especially performed or adapted for use in the invention and not a staple article of commerce suitable for non-infringing uses. Defendant AnyDoc's acts of infringement have occurred within this District and elsewhere throughout the United States.

25. Upon information and belief, Defendant AnyDoc has been willfully infringing, and/or inducing others to infringe the '525 patent by making, using, offering for sale, selling, and/or importing its software, including but not limited to "OCR for AnyDoc."

26. Upon information and belief, Defendant ABBYY manufactures, sells, and offers for sale in the United States software, programs, and/or packages that perform optical character recognition functions with a capability to electronically separate transactions, including but not limited to Defendant ABBYY's product or software suite known as "FineReader." Therefore, Defendant ABBYY has been and is infringing, contributing to infringement, and/or inducing others to infringe the '525 patent by making, using, offering for sale, selling, and/or by inducing or contributing to the infringement of the '525 patent by others and/or by supplying or causing to be supplied from the United States all or a substantial portion of the components and/or steps of the patented invention and/or a component of the invention that is especially made or adapted for use in the invention and/or a step of the invention that is especially performed or adapted for use in the invention and not a staple article of commerce suitable for non-

infringing uses. Defendant ABBYY's acts of infringement have occurred within this District and elsewhere throughout the United States.

27. Upon information and belief, Defendant ABBYY has been willfully infringing, and/or inducing others to infringe the '525 patent by making, using, offering for sale, selling, and/or importing its software, including but not limited to "FineReader."

Claim for Relief – Patent Infringement

28. Plaintiff repeats and re-alleges the allegations of paragraphs 1 through 27 above as though set forth herein.

29. In violation of 35 U.S.C. §271 upon information and belief, Defendants have infringed and continue to willfully infringe, literally and/or under the doctrine of equivalents, the '525 patent by practicing one or more claims of the '525 patent in its manufacture, use, offering for sale, sale and/or by inducing or contributing to the infringement of the '525 patent by others and/or by supplying or causing to be supplied from the United States all or a substantial portion of the components and/or steps of the patented invention and/or a component of the invention that is especially made or adapted for use in the invention and/or a step of the invention that is especially performed or adapted for use in the invention and not a staple article of commerce suitable for non-infringing uses.

30. Defendant Loomis will continue to infringe the claims of the '525 patent unless enjoined. Defendant Loomis' continuing acts of infringement are irreparably harming and causing damage to Plaintiff. Plaintiff has no adequate remedy at law to redress Defendant's continuing acts of infringement.

31. Defendant Wells Fargo will continue to infringe the claims of the '525 patent unless enjoined. Defendant Wells Fargo's continuing acts of infringement are irreparably harming and causing damage to Plaintiff. Plaintiff has no adequate remedy at law to redress Defendant Wells Fargo's continuing acts of infringement.

32. Defendant HEC will continue to infringe the claims of the '525 patent unless enjoined. Defendant HEC's continuing acts of infringement are irreparably harming and causing damage to Plaintiff. Plaintiff has no adequate remedy at law to redress Defendant HEC's continuing acts of infringement.

33. Defendant IEWC will continue to infringe the claims of the '525 patent unless enjoined. Defendant IEWC's continuing acts of infringement are irreparably harming and causing damage to Plaintiff. Plaintiff has no adequate remedy at law to redress Defendant IEWC's continuing acts of infringement.

34. Defendant Fastenal will continue to infringe the claims of the '525 patent unless enjoined. Defendant Fastenal's continuing acts of infringement are irreparably harming and causing damage to Plaintiff. Plaintiff has no adequate remedy at law to redress Defendant Fastenal's continuing acts of infringement.

35. Defendant P&G BSC will continue to infringe the claims of the '525 patent unless enjoined. Defendant P&G BSC's continuing acts of infringement are irreparably harming and causing damage to Plaintiff. Plaintiff has no adequate remedy at law to redress Defendant P&G BSC's continuing acts of infringement.

36. Defendant P&G MC will continue to infringe the claims of the '525 patent unless enjoined. Defendant P&G MC's continuing acts of infringement are irreparably harming and causing damage to Plaintiff. Plaintiff has no adequate remedy at law to

redress Defendant P&G MC's continuing acts of infringement.

37. Defendant AnyDoc will continue to infringe the claims of the '525 patent unless enjoined. Defendant AnyDoc's continuing acts of infringement are irreparably harming and causing damage to Plaintiff. Plaintiff has no adequate remedy at law to redress Defendant AnyDoc's continuing acts of infringement.

38. Defendant ABBYY will continue to infringe the claims of the '525 patent unless enjoined. Defendant ABBYY's continuing acts of infringement are irreparably harming and causing damage to Plaintiff. Plaintiff has no adequate remedy at law to redress Defendant ABBYY's continuing acts of infringement.

39. This case is an exceptional case within the meaning of 35 U.S.C. §285.

Prayer for Relief

WHEREFORE, Plaintiff requests the following relief:

1. That the Court declare that the '525 patent is valid and enforceable and that it is infringed by Defendants as described herein;
2. That the Court enter a permanent injunction against Defendants for direct infringement, active inducement of infringement, and/or contributory infringement of the '525 patent by itself and others;
3. That the Court award damages to Plaintiff to which it is entitled for patent infringement;
4. That the Court award interest on the damages to Plaintiff;
5. That the Court treble all damages and interest for willful infringement;

6. That the Court award to Plaintiff its costs and attorney's fees in this action; and

7. Such other and further relief as the Court deems just and proper.

Dated: August 3, 2007

Respectfully Submitted,

/s/ Chris J. Kling/

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