

VISICU, INC.)
217 E. Redwood Street, Suite 1900)
Baltimore, MD 21202)
Plaintiffs)

V.

Case No. _____

IMDSOFT, LTD.
300 1st Avenue
Needham, MA 02494-2736
And
**LEHIGH VALLEY HOSPITAL
AND HEALTH NETWORK**
Cedar Crest & I-78
P.O. Box 689
Allentown, PA 18105
Defendants

VISICU, Inc. (“VISICU”), by and through its attorneys, states for its Complaint for patent infringement against iMDsoft, Ltd. (“iMDsoft”) and Lehigh Valley Hospital and Health Network (“LVH”) as follows:

1. VISICU is a Delaware corporation, with its principal place of business at 217 E. Redwood Street, Suite 1900, Baltimore, Maryland 21202.

2. On information and belief, iMDsoft is a business entity with a principal place of business at 300 1st Avenue, Needham, Massachusetts 02494-2736.

3. On information and belief, LVH is a hospital and health care network with a principal place of business at Cedar Crest & I-78, P.O. Box 689, Allentown, PA 18105.

JURISDICTION AND VENUE

4. These claims arise under the Patent Laws of the United States, 35 U.S.C. §§ 1, 271 and 281 *et seq.*

5. This Court has subject matter jurisdiction over these claims pursuant to 28 U.S.C. §§ 1331, 1338, and 1367.

6. This Court has personal jurisdiction over Defendants iMDsoft and LVH because LVH is a resident of this judicial district, and both iMDsoft and LVH are doing business in this judicial district and make, use, sell or offer to sell products or services in this district that infringe or contribute to infringement of U.S. Patent Nos. 6,804,656 and 7,256,708.

7. Venue is proper in this judicial district under 28 U.S.C. §§ 1391 and 1400 because LVH is a resident of this judicial district, and both iMDsoft and LVH are doing business in this district that constitutes acts of direct and indirect patent infringement.

GENERAL BACKGROUND AND ALLEGATIONS

As To VISICU And Its Patents

8. VISICU is an innovative healthcare solutions technology company engaged in the development, marketing, and operation of advanced products and methods for providing expert critical medical care from remote locations to geographically dispersed intensive care units and the patients in them.

9. On October 12, 2004, United States Patent No. 6,804,656 (“the ‘656 patent”), entitled “SYSTEM AND METHOD FOR PROVIDING CONTINUOUS, EXPERT NETWORK CRITICAL CARE SERVICES FROM A REMOTE LOCATION(S),” was duly and legally issued to VISICU, as the assignee of inventors Brian A. Rosenfeld and Michael Breslow. A copy is

1 attached hereto as Exhibit A. VISICU is the owner and assignee of all right, title and interest in the
2 '656 patent.

3 10. On or about September 26, 2006, the PTO issued an *ex parte* reexamination
4 certificate for the '656 Patent. A copy of the reexamination certificate is attached hereto as Exhibit
5 B.
6

7 11. On October 30, 2007, the PTO issued a second *ex parte* reexamination certificate for
8 the '656 Patent. A copy of the second reexamination certificate is attached hereto as Exhibit C.

9 12. On August 14, 2007, United States Patent No. 7,256,708 ("the '708 patent"), entitled
10 "TELECOMMUNICATIONS NETWORK FOR REMOTE PATIENT MONITORING" was duly
11 and legally issued to VISICU, as the assignee of inventors Brian A. Rosenfeld and Michael
12 Breslow. A copy is attached hereto as Exhibit D. VISICU is the owner and assignee of all right,
13 title and interest in the '708 patent.
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15 13. VISICU's '656 and '708 patents cover, inter alia, innovative systems and methods
16 for facilitating the delivery of expert medical care to hospitalized patients and patients in intensive
17 care units at dispersed geographic locations. The patented systems and methods allow for the
18 delivery of continuous expert network critical care services from remote locations for sick and
19 critically ill patients. They combine real-time, multi-location telemedicine networks and integrated
20 computerized patient care management systems. Specially and highly trained intensive-care health
21 providers such as physicians, who are often in short supply in many geographic regions, are able to
22 use VISICU's patented systems and methods to provide constant patient monitoring and
23 management to patients in multiple, geographically dispersed hospitals and intensive care units
24 from centrally located remote locations. VISICU's patented systems and methods have
25 significantly decreased mortality rates of patients in ICUs where such systems and methods are
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employed, saving the lives of patients that otherwise would have died for lack of care from a trained intensive-care health provider.

As To iMDsoft And Its Infringing Activities

14. On information and belief, iMDsoft supplies healthcare related technology and makes, uses, sells and offers for sale in the United States, healthcare related technology products and services, including software.

15. iMDsoft markets, offers to sell and sells products under the name "MetaVision." According to iMDsoft's Website (<http://www.imd-soft.com/main.asp?strPageId=21>), the MetaVision products offer the following functionality:

The MetaVision Suite offers its users a number of significant benefits that include:

- Increased Patient Safety: contributes to a reduction of preventable medical mistakes and supports informed healthcare decisions which assists in saving lives.
- Error Reduction: automatically captures data from bedside devices and prevents serious medication errors.
- Cost Containment: the MetaVision Suite assists with the efficient management of supplies and resources which contributes to cost reduction.
- Accurate and Detailed Patient Record: minute by minute data capture replaces illegible handwriting with printed information, offering a more complete data record.
- Automated Scoring: streamlines error-prone, labor intensive tasks such as calculations.
- Reduced Clerical Work: enables care providers to dedicate more time to actual patient care.
- Standardized Work Environment: enables users to establish protocol, create care plans, and use diagnoses and coding tools.
- Smart Notifications: the Event Manager enables users to pre-define multi-parametric conditions which assist in the early detection of complex conditions.
- Decision Support Tools: the Query Wizard enables clinicians and administration to analyze the rich pool of data collected by MetaVision.

16. The MetaVision Suite is described on the iMDsoft Website (<http://www.imd-soft.com/main.asp?strPageId=31>) as including the following subsystems relevant to this analysis:

- MVICU - Clinical Information System for the entire range of ICUs.
- MVcentral - Centralized surveillance system for tele-intensivist patient monitoring.

- Event Manager & Query Wizard - Powerful analysis tools for better-informed decision making and advanced research.

17. The MVICU component is further described (<http://www.imd-soft.com/main.asp?strPageId=32>) as providing the following functions:

MVICU - Clinical Information System for Intensive Care Units:

Within ICUs, advanced technologies such as point-of-care Clinical Information Systems can help improve staff productivity, control costs, and deliver better patient outcomes. By automating the clinical workflow and documentation processes within your ICU and by providing user-friendly yet powerful query tools to examine data across your patient populations, iMDsoft's MVICU becomes an invaluable tool to achieve these goals.

MVICU is a leading-edge CIS, designed to facilitate data collection, management, querying, retrieval, and storage. Users can take advantage of MVICU's standard library of functions, or customize MVICU without any need for programming knowledge. This close-up offers an in-depth look at some of the key features that make MVICU the leading software solution for critical care clinicians.

18. The functionality of the MVcentral component is further described (<http://www.imd-soft.com/main.asp?strPageId=37>) as follows:

MVcentral - Centralized Surveillance for Tele-intensivist Patient Monitoring:

Rising costs and complexity of critical care have led to dramatic efforts to enforce quality guidelines by payers, employers, and consumer groups. The Leapfrog Group recommends full-time, dedicated intensivist care in the ICU as a means to improve outcomes and save lives. However, such clinical specialists are scarce and costly.

Now, with MVcentral, hospitals can better utilize clinical resources to provide 24/7 intensivist coverage in their ICUs while maintaining current staffing levels. This innovative command center leverages iMDsoft's robust clinical information system to cost effectively improve care quality and patient safety by enabling "tele-intensivists" to monitor ICU patients in multiple remote locations and access all their data from a single central location.

The unique strength of iMDsoft's solution is the fact that MVcentral offers clinicians immediate access to complete and up-to-date patient information, thereby promoting informed decision-making. The system's smart notifications ensure timely interventions, while rule-based event prioritization means that the highest level of attention is paid to those patients who are most in need. Additional features include powerful archiving, querying, and analysis options.

19. The Event Manager and Query Wizard component is further described (<http://www.imd-soft.com/main.asp?strPageId=38>) as follows:

Clinical and Administrative Decision Support Tools

1 ICUs and ORs all face the necessity of analyzing conditions, treatments, and costs to make
2 the most effective decisions possible. Using the MetaVision Suite's powerful analysis tools,
clinicians can perform advanced studies to make more informed decisions.

3 The MetaVision Suite provides a very intuitive graphical Query Wizard that offers powerful
4 on-line queries and report generation across entire patient populations for research and cost
analysis. This requires no programming experience, and information retrieved from such
5 queries can be readily exported into Microsoft Office applications.

6 The sophisticated yet user-friendly Event Manager facilitates rapid detection of adverse
changes in patient status by notifying clinicians when a set of pre-defined conditions has
7 been met. This increases the promptness of treatment decisions, supports research and
quality assurance activities, and enhances clinician adherence to guidelines.

8 20. As alleged in Paragraphs 15-19, the iMDsoft Website generally describes a software
9 product suite that includes MVcentral, which enables “‘tele-intensivists’ to monitor ICU patients in
10 multiple remote locations and access all their data from a single central location.” MVcentral
11 provides “smart notifications” that “ensure timely interventions, while rule-based event
12 prioritization means that the highest level of attention is paid to those patients who are most in
13 need.” See <http://www.imd-soft.com/main.asp?strPageId=37>.
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15 21. On or around October 12, 2004, VISICU sent iMDsoft a certified letter stating that
16 the ‘656 patent had issued. The letter attached a copy of the patent. Thus, iMDsoft knew about the
17 ‘656 patent, at the very latest, shortly after October 12, 2004.

18 22. On or about January 19, 2005, iMDsoft submitted its request for *ex parte*
19 reexamination of the ‘656 Patent to the PTO.
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21 23. iMDsoft requested a second *ex parte* reexamination of the ‘656 Patent on or around
22 October 11, 2006. iMDsoft therefore knew about the ‘656 Patent claims that issued after the first
23 reexamination, had studied those claims, and submitted yet a second request for *ex parte*
24 reexamination. Furthermore, iMDsoft has issued one or more press releases about the second
25 reexamination, establishing its knowledge of the ‘656 Patent claims.
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24. On or about July 18, 2006, one of iMDsoft's attorneys contacted, by telephone, one of VISICU's attorneys, and articulated to VISICU's attorney iMDsoft's strategy of tying up VISICU's '656 patent in serial reexaminations.

25. On information and belief, iMDsoft's strategy of tying up VISICU's '656 patent in serial reexaminations is part of an overall strategy to continue to commit infringing acts in the marketplace.

26. On information and belief, iMDsoft is aware of the '708 patent claims.

As To LVH, Its Infringing Activities And Activities In Support Of iMDsoft

27. On information and belief, LVH is a health care facility that provides patients a variety of health care services.

28. The iMDsoft Website provides additional information about the use by LVH of products from the iMDsoft MetaVision Suite, including:

- A video clip presented on the iMDsoft Website (<http://www.imd-soft.com/main.asp?strPageId=37>) discussing the remote ICU as implemented at LVH.
- A second videoclip entitled "The MetaVision Suite from iMDsoft, At Lehigh Valley Hospital and Health Network (LVHHN)," also accessible from <http://www.imd-soft.com/main.asp?strPageId=37> under the title "The LVH aICU."
- Illustration of the architecture of the advanced ICU system as implemented at LVH, http://www.imd-soft.com/images/ss_images/10_architecture.htm.

29. The iMDsoft Website also provides links to articles describing the use by LVH of products from the iMDsoft MetaVision Suite, including:

- Rabert, Anne S. and Sebastian, Molly C., "The Future is Now; Implementation of a Tele-Intensivist Program," JONA, Vol. 36, No. 1, pp. 49-54, Jan. 2006 (herein, "Rabert").

Rabert describes the implementation of a "tele-intensivist" program at LVH that utilizes the MetaVision product of iMDsoft.

- Mitchell, Robert N., "Specialists Provide Around-the-Clock Monitoring That Improves Patient Safety and Patient Care," Advance Online Editions For Health Information Executives, Vol. 10, Issue 4, pp. 61-63, Apr. 1, 2006 (herein, "Mitchell").

1 Mitchell generally describes the operation of a remote "Advanced Intensive Care Unit" at
2 LVH. Mitchell reports that the tele-intensivist system is built on MetaVision as created by
3 iMDsoft.

- 4 • Matchett MD, Steven C., "Using Technology To Improve Patient Safety: Telemedicine,
5 The Electronic Medical Record and CPOE," (herein, "Matchett").

6 The article, in the form of a slide presentation, describes a tele-intensivist program as
7 implemented at LVH and provides insight as to why MetaVision was selected as the product to
8 implement that program. Dr. Matchett is the Medical Director, Telehealth Services Chief, Division
9 of Critical Care Medicine.

- 10 • Kelly, Matt, "Advanced ICU Offers a Virtual Eye on Patients," eWEEK.com, Apr. 10,
11 2006 (herein, "Kelly").

12 Kelly generally describes a tele-intensivist program as implemented at LVH using products
13 from the MetaVision Suite.

14 30. The iMDsoft Website states that LVH is using MVcentral, described above. This
15 statement can be accessed by clicking on "testimonials" on iMDsoft's homepage at
16 <http://www.imd-soft.com> and also at <http://www.imd-soft.com/main.asp?strPageId=19>, which
17 provides a discussion of LVH's use of MVcentral at ([http://www.imd-](http://www.imd-soft.com/main.asp?strPageId=37)
18 [soft.com/main.asp?strPageId=37](http://www.imd-soft.com/main.asp?strPageId=37)). PageID=37 invites the reader to "View a clip describing the
19 benefits of MVcentral at LVH" and also "Read more about LVH's implementation of MVcentral."
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21 31. On or around October 12, 2004, VISICU sent LVH a certified letter stating that the
22 '656 patent had issued. The letter attached a copy of the patent. There was additional
23 correspondence relating to the '656 patent between VISICU and LVH in October and November
24 2004. Thus, LVH knew about the '656 patent, at the very latest, shortly after October 12, 2004.
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26 32. LVH is acting in concert with iMDsoft to promote products from iMDsoft's
27 MetaVision suite for centralized surveillance for tele-intensivist patient monitoring, including
28 MVcentral.

1 33. LVH is assisting iMDsoft to promote products from iMDsoft's MetaVision suite for
2 centralized surveillance for tele-intensivist patient monitoring, including MVcentral, by providing
3 and/or permitting videos of parts of its hospital premises that employ such products from iMDsoft's
4 MetaVision suite on iMDsoft's website.

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6 34. LVH is assisting iMDsoft to promote products from iMDsoft's MetaVision suite for
7 centralized surveillance for tele-intensivist patient monitoring, including MVcentral by publishing
8 articles which describe LVH's use of such products from iMDsoft's MetaVision suite and/or
9 permitting such articles to be linked to iMDsoft's website.

10 35. LVH is assisting iMDsoft to promote products from iMDsoft's MetaVision suite of
11 products for centralized surveillance for tele-intensivist patient monitoring, including MVcentral,
12 by providing and/or permitting LVH personnel to participate in videos describing such products
13 from iMDsoft's MetaVision suite on iMDsoft's website.

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15 36. LVH is assisting iMDsoft to promote products from iMDsoft's MetaVision suite of
16 products for centralized surveillance for tele-intensivist patient monitoring, including MVcentral,
17 by providing "testimonials" about such products that can be accessed by clicking on "testimonials"
18 on iMDsoft's homepage at <http://www.imd-soft.com>, which directs the reader to [http://www.imd-](http://www.imd-soft.com/main.asp?strPageId=19)
19 [soft.com/main.asp?strPageId=19](http://www.imd-soft.com/main.asp?strPageId=19), and then clicking on the part of page that recites:

20
21 Tele-monitoring
22 LVH, Allentown, PA View Clip
23 "We have data that proves that MetaVision helps us improve patient safety and save
24 more lives."

25 37. LVH is assisting iMDsoft to promote products from iMDsoft's MetaVision suite of
26 products for centralized surveillance for tele-intensivist patient monitoring, including MVcentral,
27 by hosting site visits from potential iMDsoft customers who travel to LVH to view such products.
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iMDsoft's Offer To Sell To Shands

38. iMDsoft is offering to sell products from its MetaVision Suite for centralized surveillance for tele-intensivist patient monitoring, including MVcentral, to Shands, a teaching hospital for the University of Florida, for use in caring for its ICU patients.

39. LVH is knowingly acting in concert with iMDsoft to promote the sale of products from the MetaVision suite for centralized surveillance for tele-intensivist patient monitoring, including MVcentral, to Shands.

40. LVH recently hosted a delegation of more than ten persons from Shands, during which time LVH personnel are believed to have described the implementation of such products from iMDsoft's MetaVision suite to the Shands personnel.

41. iMDsoft has marketed and is currently marketing products from its MetaVision suite of products for centralized surveillance for tele-intensivist patient monitoring, including MVcentral, to other medical centers in the United States.

FIRST CLAIM FOR RELIEF

Against LVH For Infringing The '656 Patent Under 35 U.S.C. § 271(a)

42. VISICU re-alleges and incorporates herein each and every allegation contained in paragraphs 1-41 of its Complaint as though fully set forth herein.

43. LVH has been and currently is using centralized surveillance for tele-intensivist patient monitoring, including MVcentral, in a manner that infringes one or more claims of the '656 patent, either literally or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(a).

44. LVH's infringement of the '656 patent has caused and is causing injury to VISICU.

45. LVH had knowledge of the '656 patent at all relevant times, and thus LVH's infringement of the '656 patent was and is willful and deliberate.

1 62. Such products from iMDsoft's MetaVision suite of products are not a staple article
2 used in commerce. iMDsoft's activities therefore contributed to the direct infringement by LVH of
3 the '656 patent.

4 63. iMDsoft is continuing to contributorily infringe the '656 patent by offering to sell
5 and/or selling its MetaVision suite of products for centralized surveillance for tele-intensivist
6 patient monitoring, including MVcentral, to other customers, knowing that it is specifically adapted
7 and made for practicing the system and methods claimed by the '656 patent, either literally or under
8 the doctrine of equivalents.

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10 64. iMDsoft's offers for sale of such products are intended to bring about sales of such
11 products during the life of the '656 patent.

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13 65. Products from the MetaVision suite of products for centralized surveillance for tele-
14 intensivist patient monitoring, including MVcentral, are not a staple article used in commerce.

15 66. Therefore, iMDsoft's offers for sale and sale of such products constitute contributory
16 infringement by iMDsoft of the '656 patent.

17 67. LVH has been and is assisting iMDsoft's offers for sale of products from the
18 MetaVision suite for centralized surveillance for tele-intensivist patient monitoring, including
19 MVcentral, and thus assisting iMDsoft's contributory infringement of the '656 patent by knowingly
20 causing, urging, encouraging and/or aiding the promotion of such products via iMDsoft's website.

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22 68. LVH has been and is assisting iMDsoft's offers for sale of products from the
23 MetaVision suite for centralized surveillance for tele-intensivist patient monitoring, including
24 MVcentral, and thus assisting iMDsoft's contributory infringement of the '656 patent by facilitating
25 site visits from prospective customers of iMDsoft to see the LVH implementation of products from
26 the MetaVision suite for centralized surveillance for tele-intensivist patient monitoring, including
27 MVcentral.
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1 69. iMDsoft's contributory infringement of the '656 patent has caused and is causing
2 injury to VISICU.

3 70. As a direct result of iMDsoft's contributory infringement of the '656 patent, VISICU
4 has suffered and will continue to suffer injury in the absence of injunctive relief.

5 71. VISICU is entitled to judgment that iMDsoft has contributorily infringed the '656
6 patent.

7 72. VISICU is entitled to judgments of preliminary and permanent injunctive relief to
8 stop ongoing contributory infringement of the '656 patent and prevent future contributory
9 infringement of the '656 patent, and to stop the active participation by LVH in iMDsoft's marketing
10 activities that constitute such contributory infringement.

11 73. VISICU is entitled to judgment for damages for iMDsoft's contributory infringement
12 of the '656 patent in an amount to be determined at trial.

13 74. iMDsoft's contributory infringement of the '656 patent was and is willful and
14 deliberate, and thus enhanced damages are warranted pursuant to 35 U.S.C. § 284.

15 75. VISICU is entitled to judgment in its favor that this is an exceptional case within the
16 meaning of 35 U.S.C. § 285 and an award of attorneys fees pursuant thereto.

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20 **FOURTH CLAIM FOR RELIEF**

21 **Against LVH For Infringing The '708 Patent Under 35 U.S.C. § 271(a)**

22 76. VISICU re-alleges and incorporates herein each and every allegation contained in
23 paragraphs 1-75 of its Complaint as though fully set forth herein.

24 77. LVH has been and currently is using centralized surveillance for tele-intensivist
25 patient monitoring, including MVcentral, in a manner that infringes one or more claims of the '708
26 patent, either literally or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(a).

27 78. LVH's infringement of the '708 patent has caused and is causing injury to VISICU.
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1 79. Upon information and belief, LVH has knowledge of the '708 patent and thus LVH's
2 continued infringement of the '708 patent is willful and deliberate.

3 80. VISICU is entitled to judgment in its favor for LVH's infringement of the '708
4 patent.

5 81. VISICU is entitled to judgment for damages for LVH's infringement of the '708
6 patent in an amount to be determined at trial.

7 82. VISICU is entitled to judgment in its favor that LVH's infringement of the '708
8 patent has been and is willful and deliberate, and that VISICU is entitled to enhanced damages
9 within the meaning of 35 U.S.C. § 284.

10 83. VISICU is entitled to judgment in its favor that this is an exceptional case within the
11 meaning of 35 U.S.C. § 285 and an award of attorneys fees pursuant thereto.
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14 **FIFTH CLAIM FOR RELIEF**

15 **Against iMDsoft For Contributing To Infringement Of The '708 Patent Under 35 U.S.C.**
16 **§ 271(c)**

17 84. VISICU re-alleges and incorporates herein each and every allegation contained in
18 paragraphs 1-83 of its Complaint as though fully set forth herein.

19 85. iMDsoft has contributorily infringed and continues to contributorily infringe the '708
20 patent by offering to sell and/or selling products from the MetaVision suite of products to Shands
21 and other potential customers for centralized surveillance for tele-intensivist patient monitoring,
22 including MVcentral, knowing that such products were specifically adapted and made for practicing
23 the system and methods claimed by the '708 patent, either literally or under the doctrine of
24 equivalents.
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26 86. iMDsoft's offers for sale of such products are intended to bring about sales of such
27 products during the life of the '708 patent.
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1 87. Such products from iMDsoft's MetaVision suite of products are not a staple article
2 used in commerce. iMDsoft's activities therefore contributed to the direct infringement by LVH of
3 the '708 patent.

4 88. LVH has been and is assisting iMDsoft's offers for sale of products from the
5 MetaVision suite for centralized surveillance for tele-intensivist patient monitoring, including
6 MVcentral, and thus assisting iMDsoft's contributory infringement of the '708 patent by knowingly
7 causing, urging, encouraging and/or aiding the promotion of such products via iMDsoft's website.

8 89. LVH has been and is assisting iMDsoft's offers for sale of products from the
9 MetaVision suite for centralized surveillance for tele-intensivist patient monitoring, including
10 MVcentral, and thus assisting iMDsoft's contributory infringement of the '708 patent by facilitating
11 site visits of prospective customers of iMDsoft to see the LVH implementation of products from the
12 MetaVision suite for centralized surveillance for tele-intensivist patient monitoring, including
13 MVcentral.

14 90. iMDsoft's contributory infringement of the '708 patent has caused and is causing
15 injury to VISICU.

16 91. As a direct result of iMDsoft's contributory infringement of the '708 patent, VISICU
17 has suffered and will continue to suffer injury in the absence of injunctive relief.

18 92. VISICU is entitled to judgment that iMDsoft has contributorily infringed the '708
19 patent.

20 93. VISICU is entitled to judgments of preliminary and permanent injunctive relief to
21 stop ongoing contributory infringement of the '708 patent and prevent future contributory
22 infringement of the '708 patent, and to stop the active participation by LVH in iMDsoft's marketing
23 activities that constitute such contributory infringement.

94. VISICU is entitled to judgment for damages for iMDsoft's contributory infringement of the '708 patent in an amount to be determined at trial.

95. iMDsoft's contributory infringement of the '708 patent was and is willful and deliberate, and that enhanced damages are warranted pursuant to 35 U.S.C. § 284.

96. VISICU is entitled to judgment in its favor that this is an exceptional case within the meaning of 35 U.S.C. § 285 and an award of attorneys fees pursuant thereto.

PRAYER FOR RELIEF

VISICU, therefore, respectfully prays for the following relief:

- A. A determination that LVH has infringed and is infringing the '656 patent in violation of 35 U.S.C. § 271(a), and an award to VISICU of all damages resulting from such infringement.
- B. A determination that iMDsoft induced infringement by LVH of the '656 patent in violation of 35 U.S.C. § 271(b), and an award to VISICU of all damages resulting from such infringement.
- C. A determination that iMDsoft contributed to the infringement by LVH of the '656 patent in violation of 35 U.S.C. § 271(c), and an award to VISICU of all damages resulting from such infringement.
- D. A determination that iMDsoft is contributing to the infringement of the '656 patent by others in violation of 35 U.S.C. § 271(c), and an award to VISICU of all damages resulting from such infringement.
- E. A determination that LVH has infringed and is infringing the '708 patent in violation of 35 U.S.C. § 271(a), and an award to VISICU of all damages resulting from such infringement.
- F. A determination that iMDsoft is contributing to the infringement of the '708 patent by others in violation of 35 U.S.C. § 271(c), and an award to VISICU of all damages resulting from such infringement.
- G. A determination that LVH's infringement of the '656 patent was and continues to be willful and deliberate, and that enhanced damages are warranted pursuant to 35 U.S.C. § 284.
- H. A determination that iMDsoft's infringement of the '656 patent was and continues to be willful and deliberate, and that enhanced damages are warranted pursuant to 35 U.S.C. § 284.

- 1 I. A determination that LVH's infringement of the '708 patent is willful and deliberate,
2 and that enhanced damages are warranted pursuant to 35 U.S.C. § 284.
- 3 J. A determination that iMDsoft's infringement of the '708 patent was and continues to
4 be willful and deliberate, and that enhanced damages are warranted pursuant to 35
5 U.S.C. § 284.
- 6 K. Entry of a preliminary and permanent injunction prohibiting iMDsoft, its officers,
7 agents, servants, employees, attorneys and all persons or entities acting in concert
8 with iMDsoft, from undertaking any activities in the United States that contribute to
9 the infringement of the '656 patent.
- 10 L. Entry of a preliminary and permanent injunction prohibiting LVH from aiding and
11 abetting iMDsoft's contributory infringement of the '656 patent.
- 12 M. Entry of a preliminary and permanent injunction prohibiting iMDsoft, its officers,
13 agents, servants, employees, attorneys and all persons or entities acting in concert
14 with iMDsoft, from undertaking any activities in the United States that contribute to
15 the infringement of the '708 patent.
- 16 N. Entry of a preliminary and permanent injunction prohibiting LVH from aiding and
17 abetting iMDsoft's contributory infringement of the '708 patent.
- 18 O. A determination that this is an exceptional case within the meaning of 35
19 U.S.C. § 285 and an award of attorneys fees pursuant thereto.
- 20 P. Such additional relief as this Court may deem just and proper.

21 Respectfully submitted,

22 DATED: October 30, 2007

23 By: _____ "s/" TSF4999

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14 Attorneys for Plaintiff, VISICU, Inc.
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JURY TRIAL DEMAND

Plaintiff VISICU, Inc. hereby demands a jury trial.

DATED: October 30, 2007

Respectfully submitted,

By: _____ “s/” TSF4999

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