

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

**PT DIAGNOSTICS, LLC**

Plaintiff,

v.

**PRATT & WHITNEY CANADA CORP., and  
CAMP SYSTEMS INTERNATIONAL INC.,**

Defendants.

**Civil Action No.** \_\_\_\_\_

**Jury Trial Demanded**

**COMPLAINT FOR PATENT INFRINGEMENT**

This is an action for patent infringement arising under the Patent Laws of the United States of America, 35 U.S.C. §1 *et seq.* in which Plaintiff PT Diagnostics, LLC makes the following allegations against Defendants Pratt & Whitney Canada Corp. and CAMP Systems International Inc. (collectively, “Defendants”).

**PARTIES**

1. Plaintiff PT Diagnostics, LLC (“PT”) is a Texas limited liability company having a principal place of business at 719 W. Front Street, Suite 242, Tyler, Texas 75702.

2. On information and belief, Defendant Pratt & Whitney Canada Corp. (“P&WC”) is a Canadian corporation with its principal office at 1000 Marie-Victoria Blvd., Longueuil, Quebec, J4G 1A1, Canada. P&WC may be served with process as provided under Rule 4(d) of the Federal Rules of Civil Procedure, or under Rule 4(f) of the Federal Rules of Civil Procedure effected pursuant to the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents. On information and belief, P&WC is a wholly owned subsidiary of United Technologies Corporation, a Delaware corporation with its principal office at One Financial Plaza, Hartford, Connecticut 06101.

3. On information and belief, Defendant CAMP Systems International Inc.

(“CAMP”) is a Delaware corporation with its principal office at 999 Marconi Avenue, Ronkonkoma, New York 11779. CAMP may be served via its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

### **JURISDICTION AND VENUE**

4. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. On information and belief, each of the Defendants is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to its substantial business in this forum, 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 in this Judicial District.

6. Venue is proper in this district under 28 U.S.C. §§ 1391(c), (d) and 1400(b). On information and belief, each of the Defendants has transacted business in this district, and has committed and/or induced acts of patent infringement in this district.

### **JOINDER**

7. The Defendants are properly joined in this action because Plaintiff PT asserts its right to relief from Defendants with respect to and/or arising out of the same transaction, occurrence, or series of transactions or occurrences relating to the making, using, importing into the United States, offering for sale, and/or selling of the same accused products or services, namely, Engine Condition Trend Monitoring (“ECTM”). On information and belief, CAMP is the exclusive P&WC designated ECTM provider in the United States for all P&WC engines. In

addition, questions of fact common to both defendants will arise in this action, including but not limited to the question of infringement of the asserted patents where both Defendants make, use, import into the United States, offer for sale, and/or sell a common accused product/service, namely, ECTM.

**COUNT I**  
**INFRINGEMENT OF U.S. PATENT NO. 6,567,729**

8. Plaintiff PT realleges and incorporates by reference paragraphs 1-7 above, as if fully set forth herein.

9. Plaintiff PT is the owner by assignment of United States Patent No. 6,567,729 (“the ’729 patent”) entitled “System And Method Of Analyzing Aircraft Removal Data For Preventative Maintenance.” The ’729 patent was duly and legally issued by the United States Patent and Trademark Office on May 20, 2003. A true and correct copy of the ’729 patent is included as Exhibit A.

10. On information and belief, Defendant P&WC, has infringed and continues to infringe the ’729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products and services include, by way of example and without limitation, ECTM, which is covered by one or more claims of the ’729 patent, including but not limited to claim 19. By making, using, importing, offering for sale, and/or selling such products and services that are covered by one or more claims of the ’729 patent, Defendant P&WC has injured PT and is thus liable to PT for infringement of the ’729 patent pursuant to 35 U.S.C. § 271.

11. On information and belief, Defendant CAMP has infringed and continues to

infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products and services include, by way of example and without limitation, ECTM, which are covered by one or more claims of the '729 patent, including but not limited to claim 19. By making, using, importing, offering for sale, and/or selling such products and services that are covered by one or more claims of the '729 patent, Defendant CAMP has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

12. As a result of Defendants' infringement of the '729 patent, Plaintiff PT has suffered monetary damages in an amount adequate to compensate for Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendants together with interest and costs as fixed by the Court, and Plaintiff PT will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

13. Unless a permanent injunction is issued enjoining Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the '729 patent, Plaintiff PT will be greatly and irreparably harmed.

**COUNT II**  
**INFRINGEMENT OF U.S. PATENT NO. 6,732,027**

14. Plaintiff PT realleges and incorporates by reference paragraphs 1-13 above, as if fully set forth herein.

15. Plaintiff PT is the owner by assignment of United States Patent No. 6,732,027 ("the '027 patent") entitled "System And Method Of Analyzing Operational Source Data." The '027 patent was duly and legally issued by the United States Patent and Trademark Office on

May 4, 2004. A true and correct copy of the '027 patent is included as Exhibit B.

16. On information and belief, Defendant P&WC has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products and services include, by way of example and without limitation, ECTM, which is covered by one or more claims of the '027 patent, including but not limited to claim 14. By making, using, importing, offering for sale, and/or selling such products and services that are covered by one or more claims of the '027 patent, Defendant P&WC has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

17. On information and belief, Defendant CAMP has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products and services include, by way of example and without limitation, ECTM, which is covered by one or more claims of the '027 patent, including but not limited to claim 14. By making, using, importing, offering for sale, and/or selling such products and services that are covered by one or more claims of the '027 patent, Defendant CAMP has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

18. As a result of these Defendants' infringement of the '027 patent, Plaintiff PT has suffered monetary damages in an amount adequate to compensate for Defendants' infringement,

but in no event less than a reasonable royalty for the use made of the invention by Defendants, together with interest and costs as fixed by the Court, and Plaintiff PT will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

19. Unless a permanent injunction is issued enjoining Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the '027 patent, Plaintiff PT will be greatly and irreparably harmed.

**COUNT III**  
**INFRINGEMENT OF U.S. PATENT NO. 6,959,236**

20. Plaintiff PT realleges and incorporates by reference paragraphs 1-19 above, as if fully set forth herein.

21. Plaintiff PT is the owner by assignment of United States Patent No. 6,959,236 ("the '236 patent") entitled "System And Method Of Analyzing Operational Source Data." The '236 patent was duly and legally issued by the United States Patent and Trademark Office on October 25, 2005. A true and correct copy of the '236 patent is included as Exhibit C.

22. On information and belief, Defendant P&WC has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products and services include, by way of example and without limitation, ECTM, which is covered by one or more claims of the '236 patent, including but not limited to claim 14. By making, using, importing, offering for sale, and/or selling such products and services that are covered by one or more claims of the '236 patent, Defendant P&WC has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. §

271.

23. On information and belief, Defendant CAMP has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products and services include, by way of example and without limitation, ECTM, which is covered by one or more claims of the '236 patent, including but not limited to claim 14. By making, using, importing, offering for sale, and/or selling such products and services that are covered by one or more claims of the '236 patent, Defendant CAMP has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

24. As a result of these Defendants' infringement of the '236 patent, Plaintiff PT has suffered monetary damages in an amount adequate to compensate for Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendants, together with interest and costs as fixed by the Court, and Plaintiff PT will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

25. Unless a permanent injunction is issued enjoining Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the '236 patent, Plaintiff PT will be greatly and irreparably harmed.

**COUNT IV**  
**INFRINGEMENT OF U.S. PATENT NO. 7,359,777**

26. Plaintiff PT realleges and incorporates by reference paragraphs 1-25 above, as if fully set forth herein.

27. Plaintiff PT is the owner by assignment of United States Patent No. 7,359,777 (“the ’777 patent”) entitled “System And Method Of Analyzing Aircraft Removal Data for Preventative Maintenance.” The ’777 patent was duly and legally issued by the United States Patent and Trademark Office on April 15, 2008. A true and correct copy of the ’777 patent is included as Exhibit D.

28. On information and belief, Defendant P&WC has infringed and continues to infringe the ’777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products and services include, by way of example and without limitation, ECTM, which is covered by one or more claims of the ’777 patent, including but not limited to claim 10. By making, using, importing, offering for sale, and/or selling such products and services that are covered by one or more claims of the ’777 patent, Defendant P&WC has injured PT and is thus liable to PT for infringement of the ’777 patent pursuant to 35 U.S.C. § 271.

29. On information and belief, Defendant CAMP has infringed and continues to infringe the ’777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products and services include, by way of example and without limitation, ECTM, which is covered by one or more claims of the ’777 patent, including but not limited to claim 10. By making, using, importing, offering for sale, and/or selling such products and services that are covered by one or more claims of the ’777 patent, Defendant CAMP has



injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

30. As a result of these Defendants' infringement of the '777 patent, Plaintiff PT has suffered monetary damages in an amount adequate to compensate for Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendants, together with interest and costs as fixed by the Court, and Plaintiff PT will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

31. Unless a permanent injunction is issued enjoining these Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the '777 patent, Plaintiff PT will be greatly and irreparably harmed.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff PT Diagnostics, LLC respectfully requests that this Court enter:

1. A judgment in favor of Plaintiff that Defendants have infringed, directly and jointly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '729, '027, '236 and '777 patents;
2. A permanent injunction enjoining Defendants and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '729, '027, '236, and '777 patents;
3. A judgment and order requiring Defendants to pay Plaintiff its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '729, '027, '236 and '777 patents as provided under 35 U.S.C. § 284; and
4. Any and all other relief as the Court may deem appropriate and just under the

circumstances.

**DEMAND FOR JURY TRIAL**

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Dated: December 13, 2011

Respectfully submitted,

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