

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS

BILLINGNETWORK PATENT, INC.,

Plaintiff,

v.

ECLINICALWORKS, LLC

Defendants.

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

**JURY TRIAL DEMANDED**

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**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Billingnetwork Patent, Inc. ("BNP") complains of E-ClinicalWorks LLC ("eClinicalWorks") as follows:

**NATURE OF THE SUIT**

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. This Court has exclusive jurisdiction over the subject matter of this case under 28 U.S.C. §§ 1331 and 1338(a).

**PARTIES**

1. Billingnetwork Patent, Inc. ("BNP") is a Florida corporation that has its principal place of business at 440 N Wells Suite 640 Chicago, IL 60654. BNP owns United States Patent No. U.S. Patent No. 6,374,229 (the "'229 Patent") which is entitled "Integrated Internet Facilitated Billing, Data Processing and Communication System," which issued on April 16, 2002. BNP has the exclusive right to license and enforce the '229 Patent and to collect all damages for infringement. BNP also has standing to sue for infringement of the '229 Patent.

2. eClinicalWorks LLC ("eClinicalWorks") is a Massachusetts limited liability company that has its principal place of business at 2 Technology Drive Westborough, Massachusetts 01545.

3. EClinicalWorks owns, operates and conducts business through its website [www.eclinicalworks](http://www.eclinicalworks.com) in this judicial district and throughout the United States. EClinicalWorks is doing business in this district, has purposefully availed itself of the privilege of conducting business with residents in this judicial district, has established sufficient minimum contacts with the State of Illinois such that it should reasonably and fairly anticipate being haled into court in Illinois, and has purposefully reached out to residents of Illinois. (Exhibit A).

### **VENUE**

4. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and 1400(b).

### **CLAIMS FOR PATENT INFRINGEMENT**

5. eClinicalWorks owns the website [www.eclinicalworks](http://www.eclinicalworks.com).

6. eClinicalWorks operates the website [www.eclinicalworks](http://www.eclinicalworks.com).

7. eClinicalWorks provides on its website [www.eclinicalworks](http://www.eclinicalworks.com) its eClinicalWorks Practice Management software.

8. eClinicalWorks provides through its website [www.eclinicalworks](http://www.eclinicalworks.com) its eClinicalWorks Practice Management system, which includes one or more database servers.

9. eClinicalWorks provides on its website [www.eclinicalworks](http://www.eclinicalworks.com) a homepage accessible through the internet by users of the eClinicalWorks Practice Management system.

10. eClinicalWorks provides on its website [www.eclinicalworks](http://www.eclinicalworks.com) a homepage which provides access to the one or more database servers to users of the Practice Management software.

11. eClinicalWorks provides on its website [www.eclinicalworks](http://www.eclinicalworks.com) a homepage which a user must enter a user ID and password to obtain access to the user's account.

12. eClinicalWorks provides on its website [www.eclinicalworks](http://www.eclinicalworks) a homepage which a user must enter a user ID and password to obtain access to the user's account, thereby providing only secure access to the system.

13. The eClinicalWorks Practice Management system includes a means for providing electronic transfer of billing and data entry forms to a user.

14. The eClinicalWorks Practice Management system produces billing invoices and statements to clients and customers of the user.

15. The eClinicalWorks Practice Management system provides a user with a means to view and query data and billings information in the one or more database servers.

16. The eClinicalWorks Practice Management system includes a PC type computer electronically connected to the one or more database servers.

17. eClinicalWorks has directly infringed and continues to directly infringe Claim 1 of the '229 Patent under 35 U.S.C. § 271(a) by manufacturing, hosting, using, selling, licensing the use of, offering for sale and offering for a license to use the eClinicalWorks Practice Management system.

18. eClinicalWorks has indirectly infringed and continues to indirectly infringe Claim 1 of the '229 Patent under 35 U.S.C. § 271(b) by knowingly and actively inducing infringement of those claims. eClinicalWorks has had knowledge of the '229 Patent by at least August 16, 2011 when BNP wrote to eClinicalWorks and provided a copy of the '229 Patent and actual notice of infringement of Claim 1. eClinicalWorks has knowingly and actively induced infringement of Claim 1, for example, by creating, providing and promoting its [www.eClinicalWorks](http://www.eClinicalWorks) website, and by instructing, aiding, assisting and encouraging the use, purchase and/or license of its eClinicalWorks Practice Management system in a manner that

infringes Claim 1 of the '229 Patent. The direct infringers of those claims that are being induced by eClinicalWorks include, without limitation, its customers, clients, subscribers and/or users that use, purchase and/or license its Practice Management system.

17. eClinicalWorks has also indirectly infringed and continues to indirectly infringe Claim 1 of the '229 Patent under 35 U.S.C. § 271(c) through, among other things, making and/or using its Practice Management system and by instructing, aiding, assisting, authorizing, advertising, marketing, promoting, providing for and/or encouraging the use, purchase and/or license of its eClinicalWorks Practice Management system, which constitutes a material part of the patented system of Claim 1 of the '229 Patent, which eClinicalWorks knows are especially made or adapted for use in an infringement of Claim 1 of the '229 Patent, and which are not a staple article of commerce suitable for substantial non-infringing use. The direct infringers for eClinicalWorks' contributory infringement under 35 U.S.C. § 271(c) include, without limitation, its customers, clients, subscribers and/or users that use, purchase and/or license its Practice Management system.

18. The acts of infringement of the '229 Patent by the defendant have injured BNP, and BNP is entitled to recover damages adequate to compensate it for such infringement from the defendant, but, in no event less than a reasonable royalty.

19. Further, the acts of infringement of the '229 Patent by the defendant have injured and will continue to injure BNP unless and until this Court enters an injunction prohibiting further inducement to infringe and contributory infringement of the '229 Patent.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff BNP respectfully requests that this Court enter judgment against the Defendant, EClinicalWorks, and against its respective subsidiaries, successors, parents,

affiliates, officers, directors, agents, servants, employees and all persons in active concert or participation with them, granting the following relief:

a) An award of damages adequate to compensate BNP for the infringement that has occurred, together with prejudgment interest from the date infringement of the '229 Patent began, but, in no event less than a reasonable royalty as permitted under 35 U.S.C. § 284;

b) A finding that this case is exceptional and an award to Plaintiff of its attorneys' fees and costs as provided under 35 U.S.C. § 285;

c) A permanent injunction prohibiting further inducement to infringe and contributory infringement of the '229 Patent; and

d) Such other relief that Plaintiff is entitled to under law, and any other and further relief that this Court or a jury may deem just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues presented in this Complaint.

Respectfully submitted,

/s/ Anna B. Folgers

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