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7 Protex Your Tech, LLC

8
9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF ARIZONA**
11 **PHOENIX DIVISION**

12 **PROTEX YOUR TECH, LLC**, an Arizona)
limited liability company,)
13 **Plaintiff,**)

CIV NO. _____

14 vs.)

15 **IOCELL NETWORKS CORP.**, a Delaware)
16 corporation, and **AMAZON.COM, INC.**, a)
17 Delaware corporation,)
Defendants.)

COMPLAINT FOR
PATENT INFRINGEMENT
AND JURY DEMAND

18 _____)
19
20 Plaintiff Protex Your Tech, LLC (“Protex”) hereby files this Complaint for Patent
21 Infringement against Defendants Iocell Networks Corp. ("Iocell") and Amazon.com, Inc.
22 (“Amazon”), hereinafter collectively referred to as “Defendants”), and alleges as follows:

23 **PARTIES**

- 24 1. Protex is an Arizona limited liability company with its principal place of
25 business at 1825 E. Northern Ave., Suite 253, Phoenix, Arizona 85020.
26 2. On information and belief, Defendant Iocell is a Delaware corporation with a
27 place of business at 5 Market Street, Suite #520, Plainsboro, NJ 08536.
28 3. On information and belief, Defendant Amazon.com is a corporation of the

1 State of Delaware, having a principal place of business at 410 Terry Avenue North, Seattle,
2 Washington 98109.

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4 **JURISDICTION AND VENUE**

5 4. This is an action for patent infringement arising under the patent laws of the
6 United States, Title 35, United States Code.

7 5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and
8 1338(a).

9 6. This Court may exercise personal jurisdiction over Defendants based on their
10 contacts with this forum, including regularly and intentionally doing business here.

11 7. Defendant Iocell directly or through intermediaries ships, distributes, offers for
12 sale, sells and advertises various products in this State and District, including on information
13 and belief the products accused of patent infringement and products used in the course of
14 patent infringement. As set forth herein, on information and belief, Defendant Iocell has
15 committed the tort of patent infringement, and has contributed to and induced acts of patent
16 infringement by others, within this State and District.

17 8. Defendant Amazon.com directly or through intermediaries ships, distributes,
18 offers for sale, sells and advertises various products in this State and District, including on
19 information and belief the products accused of patent infringement and products used in the
20 course of patent infringement. As set forth herein, on information and belief, Defendant
21 Amazon.com has committed the tort of patent infringement, and has contributed to and
22 induced acts of patent infringement by others, within this State and District.

23 9. Defendants Iocell and Amazon.com reside within the District of Arizona for
24 purposes of venue, and venue is proper in this District pursuant to 28 U.S.C. § 1391(b),
25 1391(c), and 1400(b).

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COUNT I

INFRINGEMENT OF U.S. PATENT 6,082,535

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3 10. Protex hereby realleges and incorporates by reference paragraphs 1-9 as if fully
4 set forth herein.

5 11. Protex owns all of the rights and interests in United States Patent No.
6 6,082,535 (“the ‘535 patent”) entitled “Protective Cover For A Cell Phone Or Pager”,
7 including all rights to sue and collect for past, present or future infringement of the '535
8 patent. A true and accurate copy of the '535 patent is attached hereto as Exhibit A.

9 12. The '535 patent was duly and legally issued by the United States Patent and
10 Trademark Office on July 4, 2001. The '535 patent is presumed valid.

11 13. The '535 patent relates to a protective covering for a cell phone or other
12 communications device.

13 14. On information and belief, Defendant Iocell markets, distributes, offers to sell,
14 and/or sells protective covers under the brand names “Aqua Shield” and “Frog Skin” for cell
15 phones, including cell phones sold by Apple Inc. bearing the trademark “iPhone”, and for
16 computer tablets, including those sold by Apple Inc. bearing the trademark “iPad”, which
17 protective covers practice the invention patented in the '535 patent (hereinafter, “the Accused
18 Covers”).

19 15. Defendant Iocell has infringed, and on information and belief, continues to
20 infringe, the '535 patent within the meaning of 35 U.S.C. § 271 by, without Protex's
21 authority, making, using, marketing, distributing, selling, and/or offering for sale the
22 Accused Covers in the United States.

23 16. On information and belief, Defendant Amazon.com markets, distributes, offers
24 to sell, and/or sells the Accused Covers, which practice the invention patented in the '535
25 patent.

26 17. Defendant Amazon.com has infringed, and continues to infringe, the '535
27 patent within the meaning of 35 U.S.C. § 271 by, without Protex's authority, marketing,
28 distributing, selling, and/or offering for sale the Accused Covers in the United States.

1 18. On information and belief, Defendant Iocell has knowledge that the Accused
2 Covers are especially made or adapted for use in a manner that infringes the '535 patent; that
3 the Accused Covers are not a staple article or commodity of commerce; and that the Accused
4 Covers are not suitable for substantial non-infringing use.

5 19. On information and belief, Defendant Amazon.com has knowledge that the
6 Accused Covers are especially made or adapted for use in a manner that infringes the '535
7 patent; that the Accused Covers are not a staple article or commodity of commerce; and that
8 the Accused Covers are not suitable for substantial non-infringing use.

9 18. On information and belief, Defendants Iocell and Amazon.com intend for the
10 Accused Covers to be used by customers and/or other individuals to install over cell phones
11 or computer tablets.

12 19. On information and belief, customers of Defendants Iocell and Amazon.com
13 have used the Accused Covers supplied to them by Defendants to directly infringe the '535
14 patent.

15 20. Defendants are actively, intentionally, and/or knowingly inducing the direct
16 infringement of the '535 patent by others, including, but not limited to customers that use the
17 Accused Covers supplied by Defendants to protect the customers' cell phones and/or
18 computer tablets.

19 21. Defendants are actively, intentionally, and/or knowingly contributing to the
20 direct infringement of the '535 patent by others, including, but not limited to Defendants'
21 customers that use the Accused Covers supplied by Defendants to protect the customers' cell
22 phones and/or computer tablets.

23 22. Protex has been damaged by Defendants' infringing conduct.

24 23. Protex has been and will continue to be irreparably harmed by Defendants'
25 infringement of the '535 patent unless injunctive relief is entered by the Court.

26 24. Upon information and belief, Defendant Amazon.com has continued to offer
27 the Accused Covers for sale after receiving notice from Protex that the Accused Covers
28 infringe the '535 patent.

1 25. Defendant Amazon.com's infringement of the '535 patent has been with
2 reckless disregard of Protex's patent rights under the '535 patent.

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4 **COUNT II**

5 **INFRINGEMENT OF U.S. PATENT 6,273,252**

6 26. Protex hereby realleges and incorporates by reference paragraphs 1-25 as if
7 fully set forth herein.

8 27. Protex owns all of the rights and interests in United States Patent No.
9 6,273,252 (“the ‘252 patent”), entitled “Protective Covering For A Hand-Held Device,”
10 including all rights to sue and collect for past, present or future infringement of the ‘252
11 patent. A true and accurate copy of the ‘252 patent is attached hereto as Exhibit B.

12 28. The '252 patent was duly and legally issued by the United States Patent and
13 Trademark Office on July 4, 2001. The '252 patent is presumed valid.

14 29. The '252 patent relates to a protective covering for a hand-held device.

15 30. On information and belief, Defendant Iocell markets, distributes, offers to sell,
16 and/or sells the Accused Covers which practice the invention patented in the '252 patent.

17 31. Defendant Iocell has infringed, and upon information and belief, continues to
18 infringe, the '252 patent within the meaning of 35 U.S.C. § 271 by, without Protex's
19 authority, making, using, marketing, distributing, selling, and/or offering for sale the
20 Accused Covers in the United States.

21 32. On information and belief, Defendant Amazon.com markets, distributes, offers
22 to sell, and/or sells the Accused Covers, which practice the invention patented in the '252
23 patent.

24 33. Defendant Amazon.com has infringed, and continues to infringe, the '252
25 patent within the meaning of 35 U.S.C. § 271 by, without Protex's authority, marketing,
26 distributing, selling, and/or offering for sale the Accused Covers in the United States.

27 34. On information and belief, Defendant Iocell has knowledge that the Accused
28 Covers are especially made or adapted for use in a manner that infringes the '252 patent; that

1 the Accused Covers are not a staple article or commodity of commerce; and that the Accused
2 Covers are not suitable for substantial non-infringing use.

3 35. On information and belief, Defendant Amazon.com has knowledge that the
4 Accused Covers are especially made or adapted for use in a manner that infringes the '252
5 patent; that the Accused Covers are not a staple article or commodity of commerce; and that
6 the Accused Covers are not suitable for substantial non-infringing use.

7 36. On information and belief, Defendants Iocell and Amazon.com intend for the
8 Accused Covers to be used by customers and/or other individuals to install over cell phones,
9 computer tablets, or other hand-held devices.

10 37. On information and belief, customers of Defendants Iocell and Amazon.com
11 have used the Accused Covers supplied to them by Defendants to directly infringe the '252
12 patent.

13 38. Defendants are actively, intentionally, and/or knowingly inducing the direct
14 infringement of the '252 patent by others, including, but not limited to customers that use the
15 Accused Covers supplied by Defendants to protect the customers' cell phones, computer
16 tablets, and/or other hand-held devices.

17 39. Defendants are actively, intentionally, and/or knowingly contributing to the
18 direct infringement of the '252 patent by others, including, but not limited to Defendants'
19 customers that use the Accused Covers supplied by Defendants to protect the customers' cell
20 phones, computer tablets, and/or other hand-held devices.

21 40. Protex has been damaged by Defendants' infringing conduct.

22 41. Protex has been and will continue to be irreparably harmed by Defendants'
23 infringement of the '252 patent unless injunctive relief is entered by the Court.

24 42. Upon information and belief, Defendant Amazon.com has continued to offer
25 the Accused Covers for sale after receiving notice from Protex that the Accused Covers
26 infringe the '252 patent.

27 43. Defendant Amazon.com's infringement of the '252 patent has been with
28 reckless disregard of Protex's patent rights under the '252 patent.

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CERTIFICATE OF ELECTRONIC FILING/SERVICE

I HEREBY CERTIFY that on March 27th, 2012, counsel for Plaintiff electronically filed the foregoing COMPLAINT FOR PATENT INFRINGEMENT, AND JURY DEMAND with the Clerk of the Court, along with attached Exhibits A and B, by using the Court's CM/ECF system.

s/Marvin A. Glazer
Marvin A. Glazer (AZ Bar No. 005885)