

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

RURAL COMMUNITY INSURANCE)	
AGENCY, INC. d/b/a RURAL)	Civil No. 11-CV-02959-JRT-SER
COMMUNITY INSURANCE)	
SERVICES, A SUBSIDIARY OF)	
WELLS FARGO & COMPANY)	
)	
Plaintiff,)	<u>DEMAND FOR JURY TRIAL</u>
)	
vs.)	
)	
HUDSON INSURANCE COMPANY,)	
d/b/a HUDSON INSURANCE GROUP)	
)	
Defendant.)	

AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, Rural Community Insurance Agency, Inc. d/b/a Rural Community Insurance Services, for its Complaint against Defendant Hudson Insurance Company d/b/a Hudson Insurance Group (“Hudson”), hereby alleges and states:

PARTIES

1. Rural Community Insurance Agency, Inc. d/b/a Rural Community Insurance Services (“RCIS”) is a corporation under the laws of the state of Minnesota with its principal place of business in Anoka, Minnesota.

2. On information and belief, Hudson is a corporation under the laws of the state of Delaware with its principal place of business in New York City, New York.

JURISDICTION AND VENUE

3. This is a claim for patent infringement pursuant to 35 U.S.C. § 271 et seq. This Court has subject matter jurisdiction over RCIS's claims pursuant to 28 U.S.C. §§ 1331 and 1338.

4. Hudson is subject to personal jurisdiction in this district because Hudson actively and continuously transacts business in Minnesota and has otherwise committed acts in and beyond Minnesota causing injury to RCIS in Minnesota.

5. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391 (b) and (c) and 1400(b).

RCIS'S PATENT IN SUIT

6. On April 27, 1999, the United States Patent and Trademark Office duly and legally issued United States Patent No. 5,897,619 ("the '619 patent"). The '619 patent is entitled "Farm Management System." A true and correct copy of the '619 patent is attached hereto as Exhibit A.

7. Rural Community Insurance Agency, Inc. d/b/a Rural Community Insurance Services is the legal owner of the '619 patent and possesses all rights to enforce the '619 patent and to sue infringers for all past, present, and future damages and injunctive relief.

DEFENDANT'S INFRINGEMENT

8. Hudson makes, uses, and/or offers for sale products and services that infringe at least one claim of the '619 patent, including specialty insurance products and services utilizing computer-implemented mapping and quoting software to acquire,

organize and process field-related data and/or to provide a farm management system (hereinafter, "Infringing Products"). These Infringing Products include, at least, the "leading-edge technology, including [Hudson's] mapping and quoting software" as advertised on Hudson's website, as well as Hudson's "Premium Analyzer" and the "Hudson Mapping System" advertised on Hudson's website. A true and correct copy of excerpts from Hudson's website relating to Hudson's Infringing Products is attached hereto as Exhibit B.

THE HARM TO RCIS

9. Hudson has, by its infringing conduct, caused RCIS irreparable harm for which there is no adequate remedy at law.

10. RCIS has suffered damage as a result of Hudson's infringement to date.

11. This is an exceptional case under 35 U.S.C. § 285.

COUNT I: INFRINGEMENT OF THE '619 PATENT

12. RCIS incorporates the allegations contained in the above paragraphs as though fully set forth herein.

13. Hudson has been and now is directly infringing, actively inducing others to infringe and/or contributing to the infringement of the '619 patent by making, using and/or offering for sale Infringing Products that infringe, either literally or by equivalence, at least one claim of the '619 patent.

14. On information and belief, Hudson has been and now is contributing to and inducing infringement of the '619 patent by offering to sell and selling Infringing Products intended to practice one or more claims of the '619 patent. On information and

belief, the Infringing Products are intended to be made or adapted for use in practicing one or more claims of the '619 patent, and the Infringing Products are not staple articles or commodities of commerce suitable for substantial non-infringing use. On information and belief, Hudson is and has been aware, through actual knowledge or willful blindness, that the Infringing Products would be used to practice one or more claims of the '619 patent.

15. On information and belief, Hudson will continue to directly infringe, actively induce others to infringe and/or contribute to the infringement of the '619 patent unless and until Hudson is enjoined by this Court.

16. On information and belief, Hudson's infringement of the '619 patent is willful.

17. Hudson's acts of infringement have caused and will continue to cause damage to RCIS, and RCIS is entitled to recover from Hudson the damages sustained by RCIS and any additional remedy in an amount to be determined at trial.

18. Hudson's acts of infringement will continue to cause RCIS irreparable harm in the future unless and until Hudson is enjoined from infringing the '619 patent.

PRAYER FOR RELIEF

WHEREFORE, RCIS respectfully requests that this Court enter judgment in its favor and against Hudson, as follows:

1. To enter judgment that Hudson has infringed the '619 patent in violation of 35 U.S.C. § 271;

2. To enter orders preliminarily and permanently enjoining Hudson and its officers, agents, servants, employees, and attorneys, and all of those in active concert or participation with them who receive actual notice of the Order, from infringing the '619 patent;

3. To award RCIS its damages in amounts adequate to compensate RCIS for Hudson's infringement of the '619 patent consistent with 35 U.S.C. § 284, up to and including treble the amount of actual damages assessed, together with costs, and prejudgment and post-judgment interest;

4. To declare this case to be "exceptional" under 35 U.S.C. § 285 and to award RCIS its attorneys' fees, expenses, and costs incurred in this action; and

5. To award RCIS such other and further relief as this Court deems just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, RCIS requests a trial by jury on any and all issues on which a trial by jury is available under applicable law.

Date: October 11, 2011

BARNES & THORNBURG LLP

By: s/Felicia J. Boyd

Felicia J. Boyd (MN #186168)

Aaron A. Myers (MN #311959)

225 South Sixth Street, Suite 2800

Minneapolis, MN 55402

Tel.: (612) 333-2111

Fax: (612) 333-6798

Email: felicia.boyd@btlaw.com

**ATTORNEYS FOR PLAINTIFF
RURAL COMMUNITY INSURANCE
AGENCY, INC. d/b/a RURAL
COMMUNITY INSURANCE
SERVICES**