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11 Attorneys for Plaintiff
12 DR SYSTEMS, INC.

13 IN THE UNITED STATES DISTRICT COURT
14 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

15 DR SYSTEMS, INC., a California
corporation,

16 Plaintiff,

17 v.

18 CERNER CORPORATION, COACTIV,
LLC., CONNECT IMAGING, INC.,
19 COMPUTER PROGRAMS AND SYSTEMS,
INC., iCRCO, INC., INFINITT NORTH
AMERICA, INC., MEDWEB CALIFORNIA,
20 LLC, PENRAD TECHNOLOGIES, INC.,
RAMSOFT USA, INC., SECTRA NORTH
AMERICA, INC, THINKING SYSTEMS
21 CORPORATION and VISUS USA, LLC.,

22 Defendants.

Case No. 11cv-0932-BEN WVG

**SECOND AMENDED COMPLAINT
FOR PATENT INFRINGEMENT**

JURY DEMAND

23 Plaintiff, DR Systems, Inc. (“DR Systems”), complains of defendants, Cerner
24 Corporation (“Cerner”), CoActiv, LLC (“CoActiv”), Computer Programs and Systems, Inc.

1 (“CPSI”), iCRco, Inc. (“iCRco”), Infinitt North America, Inc. (“Infinitt”), Medweb California,
2 LLC (“Medweb”), PenRad Technologies, Inc. (“PenRad”), RamSoft USA, Inc. (“RamSoft”),
3 and Sectra North America, Inc. (“Sectra”), as follows:

4 **NATURE OF LAWSUIT**

5 1. This is a claim for patent infringement arising under the patent laws of the United
6 States, Title 35 of the United States Code.

7 **THE PARTIES**

8 2. DR Systems is a California corporation with its principal place of business at
9 10140 Mesa Rim Road, San Diego, California 92121. DR Systems is the named assignee of,
10 owns all right, title and interest in, and has standing to sue for infringement of United States
11 Patent No. 5,452,416, entitled “Automated System and Method for Organizing, Presenting and
12 Manipulating Medical Images,” issued September 19, 1995 (“the ‘416 patent”) (Exhibit A). A
13 reexamination certificate confirming the validity of the ‘416 patent issued on April 26, 2001.
14 (Exhibit B).

15 3. Defendant Cerner is a Delaware corporation with a place of business at 2800
16 Rockcreek Parkway, Kansas City, Missouri 64117. Cerner transacts business and has sold
17 and/or offered to sell to customers in this judicial district and throughout the State of California
18 PACS and related products that infringe claims of the ‘416 patent.

19 4. Defendant CoActiv is a Delaware Limited Liability Company with a place of
20 business at 900 Ethan Allen Highway, Ridgefield, CT 06877. Cerner transacts business and has
21 sold and/or offered to sell to customers in this judicial district and throughout the State of
22 California PACS and related products that infringe claims of the ‘416 patent.

23 5. Defendant CPSI is a Delaware corporation with a place of business at 6600 Wall
24 Street, Mobile, Alabama 36695. CPSI transacts business and has sold and/or offered to sell to
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1 customers in this judicial district and throughout the State of California PACS and related
2 products that infringe claims of the '416 patent.

3 6. Defendant iCRco is a California corporation with a place of business at 2580
4 West 237th St. Torrance, CA 90505. iCRco transacts business and has sold and/or offered to sell
5 to customers in this judicial district and throughout the State of California PACS and related
6 products that infringe claims of the '416 patent.

7 7. Defendant Infinitt is a New Jersey corporation with a place of business at 755
8 Memorial Parkway, Suite 304, Phillipsburg, NJ 08865. Infinitt transacts business and has sold
9 and/or offered to sell to customers in this judicial district and throughout the State of California
10 PACS and related products that infringe claims of the '416 patent.

11 8. Defendant Medweb is a California corporation with a place of business at 667
12 Folsom Street, San Francisco, CA 94107. Medweb transacts business and has sold and/or offered
13 to sell to customers in this judicial district and throughout the State of California PACS and
14 related products that infringe claims of the '416 patent.

15 9. Defendant PenRad is a Minnesota corporation with a place of business at 10580
16 Wayzata Blvd., Suite 200, Minnetonka, MN 55305. PenRad transacts business and has sold
17 and/or offered to sell to customers in this judicial district and throughout the State of California
18 PACS and related products that infringe claims of the '416 patent.

19 10. Defendant RamSoft is a Wyoming corporation with a place of business at 10808
20 Foothill Blvd #160-427, Rancho Cucamonga, California 91730. RamSoft transacts business and
21 has sold and/or offered to sell to customers in this judicial district and throughout the State of
22 California PACS and related products that infringe claims of the '416 patent.

23 11. Defendant Sectra is a Delaware corporation with a place of business at 2
24 Enterprise Dr., Suite 507, Shelton, Connecticut 06484. Sectra transacts business and has sold
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1 and/or offered to sell to customers in this judicial district and throughout the State of California
2 PACS and related products that infringe claims of the '416 patent.

3 **JURISDICTION AND VENUE**

4 12. This Court has exclusive jurisdiction over the subject matter of the Complaint
5 under 28 U.S.C. §§ 1331 and 1338(a).

6 13. Personal Jurisdiction over defendants is proper in this Court. Venue in this
7 judicial district is proper under 28 U.S.C. §§ 1391(b), (c) and/or 1400(b).

8 **DEFENDANTS' ACTS OF PATENT INFRINGEMENT**

9 14. Cerner has infringed, without limitation, claims 17, 21, 23, 27, and 29 of the '416
10 patent through, among other activities, its manufacture, use, importation, sale, and/or offer for
11 sale of medical imaging systems such as Picture Archive and Communication Systems ("PACS")
12 covered by one or more of the claims of the '416 patent in the United States within the meaning
13 of 35 U.S.C. § 271(a). Such acts of infringement include making, using, selling, offering to sell
14 in the United States, and importing into the United States the Cerner ProVision PACS.

15 15. Cerner has indirectly infringed and continues to indirectly infringe, without
16 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(b) by
17 knowingly and actively inducing infringement of those claims. Upon information and belief,
18 Cerner has actual knowledge of the '416 patent. Cerner has knowingly and intentionally induced
19 infringement of, without limitation, claims 17, 21, 23, 27, and 29 of the '416 patent through,
20 among other things, the sale, offer for sale, and importation into the United States of its accused
21 medical imaging systems, including the Cerner ProVision PACS. The direct infringers that are
22 being induced by Cerner include, without limitation, the physicians who use Cerner's infringing
23 medical imaging systems.

1 16. Cerner's acts of inducement include selling and supplying its accused medical
2 imaging systems to customers and end-users with the intent that the products be used in an
3 infringing manner; encouraging customers and end-users to use the products in an infringing
4 manner; providing operating manuals instructing customers and end-users to use the products in
5 an infringing manner; and advertising, marketing, and promoting the use of the products in an
6 infringing manner.

7 17. Cerner has also indirectly infringed and continues to indirectly infringe, without
8 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(c) through,
9 among other things, the sale, offer for sale and importation into the United States of its accused
10 medical imaging systems, including the Cerner ProVision PACS, features of which constitute a
11 material part of the patented inventions of one or more of the claims of the '416 patent and are
12 not a staple article of commerce suitable for non-infringing uses. Cerner knows that the features
13 of its accused medical imaging systems are especially made or adapted for use in an
14 infringement of one or more of the claims of the '416 patent and such features are not a staple
15 article of commerce suitable for non-infringing uses. The direct infringers for Cerner's
16 contributory infringement under 35 U.S.C. § 271(c) include, without limitation, the physicians
17 who use Cerner's infringing medical imaging systems.

18 18. Cerner sells and offers to sell its accused medical imaging systems to customers
19 and end-users. Cerner has contributed and continues to contribute to its customers' and end-
20 users' infringement by selling and offering to sell the accused medical imaging systems.
21 Moreover, Cerner has advertised and promoted its accused medical imaging systems as a
22 material component of the patented invention, and encouraged and provided instructions to its
23 customers and end-users for using its accused medical imaging systems as a material component
24 of the patented invention.

1 19. Upon information and belief, CoActiv and DR Systems are competitors in the
2 market place for medical imaging systems that are commonly referred to as Picture Archive and
3 Communication Systems ("PACS").

4 20. Upon information and belief, around 1997, DR Systems sold its PACS product to
5 the North East Radiology site. DR Systems continued to sell software and hardware support and
6 solutions to the North East Radiology site until around 2006.

7 21. Upon information and belief, around 2003, the North East Radiology site became
8 a development site for the CoActiv Exam-PACS system.

9 22. Upon information and belief, the CoActiv Exam-PACS system was tested and
10 developed at the North East Radiology site, which was using the DR Systems PACS product
11 during that time.

12 23. Upon information and belief, around 2006, the North East Radiology site stopped
13 doing business with DR Systems and instead installed the CoActiv Exam-PACS system.

14 24. Upon information and belief, at all times, DR Systems marked its PACS products
15 with the '416 patent number. CoActiv had access to the DR Systems PACS product and actively
16 copied the DR Systems PACS product. As such, there is an objectively high likelihood that the
17 CoActiv Exam-PACS system infringes the '416 patent, and CoActiv had knowledge and intent
18 to infringe the '416 patent since 2003, when it copied the DR Systems PACS product at the
19 North East Radiology site.

20 25. Upon information and belief, DR Systems filed its first complaint in the present
21 action on May 2, 2011. Accordingly, CoActiv also had knowledge of the '416 patent since at
22 least May 2, 2011, and has continued to infringe the '416 patent since that date.

23 26. Upon information and belief, specifically, CoActiv has infringed, without
24 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent through, among other activities, its
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1 manufacture, use, importation, sale, and/or offer for sale of medical imaging systems such as
2 Picture Archive and Communication Systems ("PACS") covered by one or more of the claims of
3 the '416 patent in the United States within the meaning of 35 U.S.C. § 271(a). Such acts of
4 infringement include making, using, selling, offering to sell in the United States, and importing
5 into the United States the CoActiv Exam-PACS system.

6 27. Upon information and belief, moreover, CoActiv has indirectly infringed and
7 continues to indirectly infringe, without limitation, claims 17, 21, 23, 27, and 29 of the '416
8 patent under 35 U.S.C. § 271(b) by knowingly and actively inducing infringement of those
9 claims. Upon information and belief, CoActiv has actual knowledge of the '416 patent at least
10 through the activities identified in ¶¶ 19-25 above. CoActiv has knowingly and intentionally
11 induced infringement of, without limitation, claims 17, 21, 23, 27, and 29 of the '416 patent
12 through, among other things, the sale, offer for sale, and importation into the United States of its
13 accused medical imaging systems, including the CoActiv Exam-PACS system. The direct
14 infringers that are being induced by CoActiv include, without limitation, the physicians who use
15 CoActiv's infringing medical imaging systems.

16 28. Upon information and belief, CoActiv's acts of inducement include selling and
17 supplying its accused medical imaging systems to customers and end-users with the intent that
18 the products be used in an infringing manner; encouraging customers and end-users to use the
19 products in an infringing manner; providing operating manuals instructing customers and end-
20 users to use the products in an infringing manner; and advertising, marketing, and promoting the
21 use of the products in an infringing manner.

22 29. Upon information and belief, because the CoActiv Exam-PACS system requires
23 the installation on computers of certain files and tables in order to function properly, CoActiv
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1 provides technicians to assist in the installation of its product. This is yet another example of
2 CoActiv's acts of inducement.

3 30. CoActiv has also indirectly infringed and continues to indirectly infringe, without
4 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(c) through,
5 among other things, the sale, offer for sale and importation into the United States of its accused
6 medical imaging systems, including the CoActiv Exam-PACS system, features of which
7 constitute a material part of the patented inventions of one or more of the claims of the '416
8 patent and such features are not a staple article of commerce suitable for non-infringing uses.
9 CoActiv knows that the features of its accused medical imaging systems are especially made or
10 adapted for use in an infringement of one or more of the claims of the '416 patent and are not a
11 staple article of commerce suitable for non-infringing uses. The direct infringers for CoActiv's
12 contributory infringement under 35 U.S.C. § 271(c) include, without limitation, the physicians
13 who use CoActiv's infringing medical imaging systems.

14 31. Upon information and belief, CoActiv had actual knowledge of the '416 patent
15 through, at least, the activities identified in ¶¶ 19-25 above.

16 32. CoActiv sells and offers to sell its accused medical imaging systems to customers
17 and end-users. CoActiv has contributed and continues to contribute to its customers' and end-
18 users' infringement by selling and offering to sell the accused medical imaging systems.
19 Moreover, CoActiv has advertised and promoted its accused medical imaging systems as a
20 material component of the patented invention, and encouraged and provided instructions to its
21 customers and end-users for using its accused medical imaging systems as a material component
22 of the patented invention.

23 33. Because the CoActiv Exam-PACS system requires the installation on computers
24 of certain files and tables in order to function properly, CoActiv provides technicians to assist in
25

1 the installation of its product. This is yet another example of CoActiv's contribution to
2 infringement.

3 34. CPSI has infringed, without limitation, claims 17, 21, 23, 27, and 29 of the '416
4 patent through, among other activities, its manufacture, use, importation, sale, and/or offer for
5 sale of medical imaging systems such as Picture Archive and Communication Systems ("PACS")
6 covered by one or more of the claims of the '416 patent in the United States within the meaning
7 of 35 U.S.C. § 271(a). Such acts of infringement include making, using, selling, offering to sell
8 in the United States, and importing into the United States the CPSI ImageLink system.

9 35. CPSI has indirectly infringed and continues to indirectly infringe, without
10 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(b) by
11 knowingly and actively inducing infringement of those claims. Upon information and belief,
12 CPSI has actual knowledge of the '416 patent. CPSI has knowingly and intentionally induced
13 infringement of, without limitation, claims 17, 21, 23, 27, and 29 of the '416 patent through,
14 among other things, the sale, offer for sale, and importation into the United States of its accused
15 medical imaging systems, including the CPSI ImageLink system. The direct infringers that are
16 being induced by CPSI include, without limitation, the physicians who use CPSI's infringing
17 medical imaging systems.

18 36. CPSI's acts of inducement include selling and supplying its accused medical
19 imaging systems to customers and end-users with the intent that the products be used in an
20 infringing manner; encouraging customers and end-users to use the products in an infringing
21 manner; providing operating manuals instructing customers and end-users to use the products in
22 an infringing manner; and advertising, marketing, and promoting the use of the products in an
23 infringing manner.

1 37. CPSI has also indirectly infringed and continues to indirectly infringe, without
2 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(c) through,
3 among other things, the sale, offer for sale and importation into the United States of its accused
4 medical imaging systems, including the CPSI ImageLink system, features of which constitute a
5 material part of the patented inventions of one or more of the claims of the '416 patent and are
6 not a staple article of commerce suitable for non-infringing uses. CPSI knows that the features of
7 its accused medical imaging systems are especially made or adapted for use in an infringement
8 of one or more of the claims of the '416 patent and such features are not a staple article of
9 commerce suitable for non-infringing uses. The direct infringers for CPSI's contributory
10 infringement under 35 U.S.C. § 271(c) include, without limitation, the physicians who use
11 CPSI's infringing medical imaging systems.

12 38. CPSI sells and offers to sell its accused medical imaging systems to customers
13 and end-users. CPSI has contributed and continues to contribute to its customers' and end-users'
14 infringement by selling and offering to sell the accused medical imaging systems. Moreover,
15 Cerner has advertised and promoted its accused medical imaging systems as a material
16 component of the patented invention, and encouraged and provided instructions to its customers
17 and end-users for using its accused medical imaging systems as a material component of the
18 patented invention.

19 39. iCRco has infringed, without limitation, claims 17, 21, 23, 27, and 29 of the '416
20 patent through, among other activities, its manufacture, use, importation, sale, and/or offer for
21 sale of medical imaging systems such as Picture Archive and Communication Systems ("PACS")
22 covered by one or more of the claims of the '416 patent in the United States within the meaning
23 of 35 U.S.C. § 271(a). Such acts of infringement include making, using, selling, offering to sell
24 in the United States, and importing into the United States the iCRco Clarity PACS system.

1 40. iCRco has indirectly infringed and continues to indirectly infringe, without
2 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(b) by
3 knowingly and actively inducing infringement of those claims. Upon information and belief,
4 iCRco has actual knowledge of the '416 patent. iCRco has knowingly and intentionally induced
5 infringement of, without limitation, claims 17, 21, 23, 27, and 29 of the '416 patent through,
6 among other things, the sale, offer for sale, and importation into the United States of its accused
7 medical imaging systems, including the iCRco Clarity PACS system. The direct infringers that
8 are being induced by iCRco include, without limitation, the physicians who use iCRco's
9 infringing medical imaging systems.

10 41. iCRco's acts of inducement include selling and supplying its accused medical
11 imaging systems to customers and end-users with the intent that the products be used in an
12 infringing manner; encouraging customers and end-users to use the products in an infringing
13 manner; providing operating manuals instructing customers and end-users to use the products in
14 an infringing manner; and advertising, marketing, and promoting the use of the products in an
15 infringing manner.

16 42. iCRco has also indirectly infringed and continues to indirectly infringe, without
17 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(c) through,
18 among other things, the sale, offer for sale and importation into the United States of its accused
19 medical imaging systems, including the iCRco Clarity PACS system, features of which
20 constitute a material part of the patented inventions of one or more of the claims of the '416
21 patent and are not a staple article of commerce suitable for non-infringing uses. iCRco knows
22 that the features of its accused medical imaging systems are especially made or adapted for use
23 in an infringement of one or more of the claims of the '416 patent and such features are not a
24 staple article of commerce suitable for non-infringing uses. The direct infringers for iCRco's
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1 contributory infringement under 35 U.S.C. § 271(c) include, without limitation, the physicians
2 who use iCRco's infringing medical imaging systems.

3 43. iCRco sells and offers to sell its accused medical imaging systems to customers
4 and end-users. iCRco has contributed and continues to contribute to its customers' and end-
5 users' infringement by selling and offering to sell the accused medical imaging systems.
6 Moreover, iCRco has advertised and promoted its accused medical imaging systems as a material
7 component of the patented invention, and encouraged and provided instructions to its customers
8 and end-users for using its accused medical imaging systems as a material component of the
9 patented invention.

10 44. Infinitt has infringed, without limitation, claims 17, 21, 23, 27, and 29 of the '416
11 patent through, among other activities, its manufacture, use, importation, sale, and/or offer for
12 sale of medical imaging systems such as Picture Archive and Communication Systems ("PACS")
13 covered by one or more of the claims of the '416 patent in the United States within the meaning
14 of 35 U.S.C. § 271(a). Such acts of infringement include making, using, selling, offering to sell
15 in the United States, and importing into the United States the Infinitt PACS system.

16 45. Infinitt has indirectly infringed and continues to indirectly infringe, without
17 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(b) by
18 knowingly and actively inducing infringement of those claims. Upon information and belief,
19 Infinitt has actual knowledge of the '416 patent. Infinitt has knowingly and intentionally
20 induced infringement of, without limitation, claims 17, 21, 23, 27, and 29 of the '416 patent
21 through, among other things, the sale, offer for sale, and importation into the United States of its
22 accused medical imaging systems, including the Infinitt PACS system. The direct infringers that
23 are being induced by iCRco include, without limitation, the physicians who use Infinitt's
24 infringing medical imaging systems.

1 46. Infinitt's acts of inducement include selling and supplying its accused medical
2 imaging systems to customers and end-users with the intent that the products be used in an
3 infringing manner; encouraging customers and end-users to use the products in an infringing
4 manner; providing operating manuals instructing customers and end-users to use the products in
5 an infringing manner; and advertising, marketing, and promoting the use of the products in an
6 infringing manner.

7 47. Infinitt has also indirectly infringed and continues to indirectly infringe, without
8 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(c) through,
9 among other things, the sale, offer for sale and importation into the United States of its accused
10 medical imaging systems, including the Infinitt PACS system, features of which constitute a
11 material part of the patented inventions of one or more of the claims of the '416 patent and are
12 not a staple article of commerce suitable for non-infringing uses. Infinitt knows that the features
13 of its accused medical imaging systems are especially made or adapted for use in an
14 infringement of one or more of the claims of the '416 patent and such features are not a staple
15 article of commerce suitable for non-infringing uses. The direct infringers for Infinitt's
16 contributory infringement under 35 U.S.C. § 271(c) include, without limitation, the physicians
17 who use Infinitt's infringing medical imaging systems.

18 48. Infinitt sells and offers to sell its accused medical imaging systems to customers
19 and end-users. Infinitt has contributed and continues to contribute to its customers' and end-
20 users' infringement by selling and offering to sell the accused medical imaging systems.
21 Moreover, Infinitt has advertised and promoted its accused medical imaging systems as a
22 material component of the patented invention, and encouraged and provided instructions to its
23 customers and end-users for using its accused medical imaging systems as a material component
24 of the patented invention.

1 49. Medweb has infringed, without limitation, claims 17, 21, 23, 27, and 29 of the
2 '416 patent through, among other activities, its manufacture, use, importation, sale, and/or offer
3 for sale of medical imaging systems such as Picture Archive and Communication Systems
4 ("PACS") covered by one or more of the claims of the '416 patent in the United States within the
5 meaning of 35 U.S.C. § 271(a). Such acts of infringement include making, using, selling,
6 offering to sell in the United States, and importing into the United States the Medweb PACS
7 system.

8 50. Medweb has indirectly infringed and continues to indirectly infringe, without
9 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(b) by
10 knowingly and actively inducing infringement of those claims. Upon information and belief,
11 Infinitt has actual knowledge of the '416 patent. Medweb has knowingly and intentionally
12 induced infringement of, without limitation, claims 17, 21, 23, 27, and 29 of the '416 patent
13 through, among other things, the sale, offer for sale, and importation into the United States of its
14 accused medical imaging systems, including the Medweb PACS system. The direct infringers
15 that are being induced by Medweb include, without limitation, the physicians who use Medweb's
16 infringing medical imaging systems.

17 51. Medweb's acts of inducement include selling and supplying its accused medical
18 imaging systems to customers and end-users with the intent that the products be used in an
19 infringing manner; encouraging customers and end-users to use the products in an infringing
20 manner; providing operating manuals instructing customers and end-users to use the products in
21 an infringing manner; and advertising, marketing, and promoting the use of the products in an
22 infringing manner.

23 52. Medweb has also indirectly infringed and continues to indirectly infringe, without
24 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(c) through,
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1 among other things, the sale, offer for sale and importation into the United States of its accused
2 medical imaging systems, including the Medweb PACS system, features of which constitute a
3 material part of the patented inventions of one or more of the claims of the '416 patent and are
4 not a staple article of commerce suitable for non-infringing uses. Medweb knows that the
5 features of its accused medical imaging systems are especially made or adapted for use in an
6 infringement of one or more of the claims of the '416 patent and such features are not a staple
7 article of commerce suitable for non-infringing uses. The direct infringers for Medweb's
8 contributory infringement under 35 U.S.C. § 271(c) include, without limitation, the physicians
9 who use Medweb's infringing medical imaging systems.

10 53. Medweb sells and offers to sell its accused medical imaging systems to customers
11 and end-users. Medweb has contributed and continues to contribute to its customers' and end-
12 users' infringement by selling and offering to sell the accused medical imaging systems.
13 Moreover, Medweb has advertised and promoted its accused medical imaging systems as a
14 material component of the patented invention, and encouraged and provided instructions to its
15 customers and end-users for using its accused medical imaging systems as a material component
16 of the patented invention.

17 54. PenRad has infringed, without limitation, claims 17, 21, 23, 27, and 29 of the '416
18 patent through, among other activities, its manufacture, use, importation, sale, and/or offer for
19 sale of medical imaging systems such as Picture Archive and Communication Systems ("PACS")
20 covered by one or more of the claims of the '416 patent in the United States within the meaning
21 of 35 U.S.C. § 271(a). Such acts of infringement include making, using, selling offering to sell in
22 the United States, and importing into the United States the PenRad PenView Workstation.

23 55. PenRad has indirectly infringed and continues to indirectly infringe, without
24 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(b) by
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1 knowingly and actively inducing infringement of those claims. Upon information and belief,
2 PenRad has actual knowledge of the '416 patent. PenRad has knowingly and intentionally
3 induced infringement of, without limitation, claims 17, 21, 23, 27, and 29 of the '416 patent
4 through, among other things, the sale, offer for sale, and importation into the United States of its
5 accused medical imaging systems, including the PenRad PenView Workstation. The direct
6 infringers that are being induced by PenRad include, without limitation, the physicians who use
7 PenRad's infringing medical imaging systems.

8 56. PenRad's acts of inducement include selling and supplying its accused medical
9 imaging systems to customers and end-users with the intent that the products be used in an
10 infringing manner; encouraging customers and end-users to use the products in an infringing
11 manner; providing operating manuals instructing customers and end-users to use the products in
12 an infringing manner; and advertising, marketing, and promoting the use of the products in an
13 infringing manner.

14 57. PenRad has also indirectly infringed and continues to indirectly infringe, without
15 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(c) through,
16 among other things, the sale, offer for sale and importation into the United States of its accused
17 medical imaging systems, including the PenRad PenView Workstation, features of which
18 constitute a material part of the patented inventions of one or more of the claims of the '416
19 patent and are not a staple article of commerce suitable for non-infringing uses. PenRad knows
20 that the features of its accused medical imaging systems are especially made or adapted for use
21 in an infringement of one or more of the claims of the '416 patent and such features are not a
22 staple article of commerce suitable for non-infringing uses. The direct infringers for PenRad's
23 contributory infringement under 35 U.S.C. § 271(c) include, without limitation, the physicians
24 who use PenRad's infringing medical imaging systems.

1 58. PenRad sells and offers to sell its accused medical imaging systems to customers
2 and end-users. PenRad has contributed and continues to contribute to its customers' and end-
3 users' infringement by selling and offering to sell the accused medical imaging systems.
4 Moreover, PenRad has advertised and promoted its accused medical imaging systems as a
5 material component of the patented invention, and encouraged and provided instructions to its
6 customers and end-users for using its accused medical imaging systems as a material component
7 of the patented invention.

8 59. RamSoft has infringed, without limitation, claims 17, 21, 23, 27, and 29 of the
9 '416 patent through, among other activities, its manufacture, use, importation, sale, and/or offer
10 for sale of medical imaging systems such as Picture Archive and Communication Systems
11 ("PACS") covered by one or more of the claims of the '416 patent in the United States within the
12 meaning of 35 U.S.C. § 271(a). Such acts of infringement include making, using, selling,
13 offering to sell in the United States, and importing into the United States the RamSoft
14 PowerServer PACS system.

15 60. RamSoft has indirectly infringed and continues to indirectly infringe, without
16 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(b) by
17 knowingly and actively inducing infringement of those claims. Upon information and belief,
18 RamSoft has actual knowledge of the '416 patent. RamSoft has knowingly and intentionally
19 induced infringement of, without limitation, claims 17, 21, 23, 27, and 29 of the '416 patent
20 through, among other things, the sale, offer for sale, and importation into the United States of its
21 accused medical imaging systems, including the RamSoft PowerServer PACS System. The
22 direct infringers that are being induced by RamSoft include, without limitation, the physicians
23 who use RamSoft's infringing medical imaging systems.

1 61. RamSoft’s acts of inducement include selling and supplying its accused medical
2 imaging systems to customers and end-users with the intent that the products be used in an
3 infringing manner; encouraging customers and end-users to use the products in an infringing
4 manner; providing operating manuals instructing customers and end-users to use the products in
5 an infringing manner; and advertising, marketing, and promoting the use of the products in an
6 infringing manner.

7 62. RamSoft has also indirectly infringed and continues to indirectly infringe, without
8 limitation, claims 17, 21, 23, 27, and 29 of the ‘416 patent under 35 U.S.C. § 271(c) through,
9 among other things, the sale, offer for sale and importation into the United States of its accused
10 medical imaging systems, including the RamSoft PowerServer PACS System, features of which
11 constitute a material part of the patented inventions of one or more of the claims of the ‘416
12 patent and are not a staple article of commerce suitable for non-infringing uses. RamSoft knows
13 that the features of its accused medical imaging systems are especially made or adapted for use
14 in an infringement of one or more of the claims of the ‘416 patent and such features are not a
15 staple article of commerce suitable for non-infringing uses. The direct infringers for RamSoft's
16 contributory infringement under 35 U.S.C. § 271(c) include, without limitation, the physicians
17 who use RamSoft's infringing medical imaging systems.

18 63. RamSoft sells and offers to sell its accused medical imaging systems to customers
19 and end-users. RamSoft has contributed and continues to contribute to its customers’ and end-
20 users’ infringement by selling and offering to sell the accused medical imaging systems.
21 Moreover, RamSoft has advertised and promoted its accused medical imaging systems as a
22 material component of the patented invention, and encouraged and provided instructions to its
23 customers and end-users for using its accused medical imaging systems as a material component
24 of the patented invention.

1 64. Sectra has infringed, without limitation, claims 17, 21, 23, 27, and 29 of the '416
2 patent through, among other activities, its manufacture, use, importation, sale, and/or offer for
3 sale of medical imaging systems such as Picture Archive and Communication Systems ("PACS")
4 covered by one or more of the claims of the '416 patent in the United States within the meaning
5 of 35 U.S.C. § 271(a). Such acts of infringement include making, using, selling, offering to sell
6 in the United States, and importing into the United States the Sectra IDS7 PACS system.

7 65. Sectra has indirectly infringed and continues to indirectly infringe, without
8 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(b) by
9 knowingly and actively inducing infringement of those claims. Upon information and belief,
10 Sectra has actual knowledge of the '416 patent. Sectra has knowingly and intentionally induced
11 infringement of, without limitation, claims 17, 21, 23, 27, and 29 of the '416 patent through,
12 among other things, the sale, offer for sale, and importation into the United States of its accused
13 medical imaging systems, including the Sectra IDS7 PACS System. The direct infringers that
14 are being induced by Sectra include, without limitation, the physicians who use Sectra's
15 infringing medical imaging systems.

16 66. Sectra's acts of inducement include selling and supplying its accused medical
17 imaging systems to customers and end-users with the intent that the products be used in an
18 infringing manner; encouraging customers and end-users to use the products in an infringing
19 manner; providing operating manuals instructing customers and end-users to use the products in
20 an infringing manner; and advertising, marketing, and promoting the use of the products in an
21 infringing manner.

22 67. Sectra has also indirectly infringed and continues to indirectly infringe, without
23 limitation, claims 17, 21, 23, 27, and 29 of the '416 patent under 35 U.S.C. § 271(c) through,
24 among other things, the sale, offer for sale and importation into the United States of its accused
25

1 medical imaging systems, including the Sectra IDS7 PACS System, features of which constitute
2 a material part of the patented inventions of one or more of the claims of the '416 patent and are
3 not a staple article of commerce suitable for non-infringing uses. Sectra knows that the features
4 of its accused medical imaging systems are especially made or adapted for use in an
5 infringement of one or more of the claims of the '416 patent and such features are not a staple
6 article of commerce suitable for non-infringing uses. The direct infringers for Sectra's
7 contributory infringement under 35 U.S.C. § 271(c) include, without limitation, the physicians
8 who use Sectra's infringing medical imaging systems.

9 68. Sectra sells and offers to sell its accused medical imaging systems to customers
10 and end-users. Sectra has contributed and continues to contribute to its customers' and end-users'
11 infringement by selling and offering to sell the accused medical imaging systems. Moreover,
12 Sectra has advertised and promoted its accused medical imaging systems as a material
13 component of the patented invention, and encouraged and provided instructions to its customers
14 and end-users for using its accused medical imaging systems as a material component of the
15 patented invention.

16 69. Defendants' infringement has injured and will continue to injure DR Systems,
17 unless and until this Court enters an injunction prohibiting further infringement and, specifically,
18 enjoining further manufacture, use, importation, sale and/or offer for sale of products, systems,
19 and websites that fall within the scope of the asserted claims of the '416 patent.

20 **NOTICE, KNOWLEDGE, AND WILLFULNESS**

21 70. DR Systems has complied with all applicable provisions of 35 U.S.C. § 287
22 regarding marking and notice of the '416 patent.

23 71. Each defendant's infringement has occurred with knowledge of the '416 patent
24 and willfully and deliberately in violation of 35 U.S.C. § 284. Each defendant has not taken
25

1 adequate and necessary steps to avoid infringement. Instead, each defendant has continued to
2 infringe the '416 patent in an objectively reckless manner, with complete disregard of DR
3 System's rights in the '416 patent.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, DR Systems asks this Court to enter judgment against Defendants, and
6 against Defendants' subsidiaries, affiliates, agents, servants, employees and all persons in active
7 concert or participation with it, granting the following relief:

8 A. An award of damages adequate to compensate DR Systems for the infringement
9 that has occurred, together with prejudgment interest from the date infringement of the '416
10 patent began;

11 B. A finding that this case is exceptional and an award to DR Systems of its
12 attorneys' fees and costs as provided by 35 U.S.C. § 285;

13 C. A permanent injunction prohibiting further infringement of the '416 patent; and,

14 D. Such other and further relief as this Court or a jury may deem proper and just.

15 **JURY DEMAND**

16 Plaintiff DR Systems demands a trial by jury on all issues presented in this First
17 Amended Complaint.

18 Dated: April 19, 2012

JACZKO GODDARD LLP

19 NIRO, HALLER & NIRO

20 By: /s/ Allison H. Goddard
Allison H. Goddard (211098)

21 Attorneys for Plaintiff
22 DR SYSTEMS, INC.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on all parties via CM/ECF on April 19, 2012.

/s/ Allison H. Goddard _____