

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

TEXAS MUTUAL INSURANCE COMPANY	§	
	§	
Plaintiff,	§	
	§	
vs.	§	CIVIL ACTION NO. 13-128
	§	JURY DEMANDED
INTEGRATED CLAIMS SYSTEMS, LLC,	§	
	§	
Defendant.	§	

ORIGINAL COMPLAINT

Texas Mutual Insurance Company ("Texas Mutual"), files this Original Complaint ("Complaint") against Integrated Claims Systems, LLC ("ICS"), and would respectfully show the Court as follows:

NATURE OF THE CASE

1. ICS has wrongly accused Texas Mutual of infringing U.S. Patent Nos. 6,003,007 (the '007 Patent), 6,076,066 (the '066 Patent), 6,199,115 (the '115 Patent), 6,338,093 (the '093 Patent), 6,343,310 (the '310 Patent), 6,480,956 (the '956 Patent), 7,178,020 (the '020 Patent), 7,346,768 (the '768 Patent), 7,409,632 (the '632 Patent), 7,694,129 (the '129 Patent), 8,155,979 (the '979 Patent) (collectively, the "Patents-In-Suit").

2. Texas Mutual seeks a declaration from this Court that the Patents-in-Suit are invalid and not infringed by Texas Mutual.

PARTIES

3. Texas Mutual is a Texas corporation with its principal place of business at 6210 East Highway 290, Austin, Texas.

4. Upon information and belief, ICS is a New York limited liability company with its principal place of business at 118 Weaver Road, Elizaville, New York.

JURISDICTION AND VENUE

5. The United States District Court for the Western District of Texas has original subject matter jurisdiction over this action pursuant to the provisions of 28 U.S.C. §§ 1331, 1338(a), 2201, and 2202, and 17 U.S.C. §§ 101, *et. seq.* in that this matter is a civil action arising under the patent laws of the United States and seeks relief under the Federal Declaratory Judgment Act.

6. Texas Mutual brings this suit based on an actual, substantial, and continuing justiciable controversy existing between Texas Mutual and ICS relating to the Patents-in-Suit that requires a declaration of rights by this Court.

7. Venue is proper in the Western District of Texas pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in the Western District of Texas.

FACTUAL BACKGROUND

A. The Parties and their Products and Services

8. Texas Mutual is a mutual insurance company that offers workers' compensation insurance to Texas companies. Texas Mutual is an "insurer of last resort," making workers' compensation insurance available for businesses that are unable to find coverage elsewhere.

9. ICS is a patent holding company incorporated in New York. ICS's current Chief Executive Officer is Andrew DiRienzo. ICS purports to be the owner by assignment of the Patents-in-Suit.

B. The Patents-in-Suit and ICS's Unlawful Conduct

10. On December 14, 1999, the '007 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '007 Patent is attached to this Complaint as **Exhibit A**.

11. On June 13, 2000, the '066 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '066 Patent is attached to this Complaint as **Exhibit B**.

12. On March 6, 2001, the '115 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '115 Patent is attached to this Complaint as **Exhibit C**.

13. On January 8, 2002, the '093 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '093 Patent is attached to this Complaint as **Exhibit D**.

14. Shortly thereafter, on January 29, 2002, the '310 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '310 Patent is attached to this Complaint as **Exhibit E**.

15. On November 12, 2002, the '956 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '956 Patent is attached to this Complaint as **Exhibit F**.

16. On February 13, 2007, the '020 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '020 Patent is attached to this Complaint as **Exhibit G**.

17. On March 18, 2008, the '768 Patent, entitled "Attachment integrated claims system and operating method therefor" issued. A true and correct copy of the '768 Patent is attached to this Complaint as **Exhibit H**.

18. On August 5, 2008, the '632 Patent, entitled "Classifying, disabling and transmitting form fields in response to data entry" issued. A true and correct copy of the '632 Patent is attached to this Complaint as **Exhibit I**.

19. On April 6, 2010, the '129 Patent, entitled "Methods of processing digital data and images" issued. A true and correct copy of the '129 Patent is attached to this Complaint as **Exhibit J**.

20. On April 10, 2012, the '979 Patent, entitled "Attachment integrated claims systems and operating methods therefor" issued. A true and correct copy of the '979 Patent is attached to this Complaint as **Exhibit K**.

21. Subsequently, on January 9, 2013, ICS sent Texas Mutual a letter stating that the inventions covered by the Patents-in-Suit are being practiced by Texas Mutual and requesting execution of a license agreement. A true and correct copy of the letter is attached to this Complaint as **Exhibit L**.

22. In the same communication, ICS sent Texas Mutual a claim chart detailing infringement of the '020 patent and the '768 patent. A true and correct copy of the claim chart is attached to this complaint as **Exhibit M**.

23. In the same communication, ICS sent Texas Mutual a non-disclosure agreement for the purpose of exchanging additional information and a proposed licensing agreement. A true and correct copy of the non-disclosure agreement and the proposed licensing agreement are attached to this Complaint as **Exhibit N**.

24. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the Patents-in-Suit, or the Patents-in-Suit are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. *et seq.* Accordingly, an actual and justiciable controversy exists between ICS and Texas Mutual as to the infringement and validity of the Patents-in-Suit.

CAUSES OF ACTION

A. Declaratory Judgment - Non-infringement of the '020 Patent

25. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 24 of the Complaint.

26. ICS has alleged that Texas Mutual infringes the '020 Patent. Texas Mutual denies ICS's allegations of infringement. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the '020 Patent.

27. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the infringement of the '020 Patent.

28. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that it does not infringe or contribute to or induce the infringement of (directly or indirectly, literally, or under the doctrine of equivalents), any valid and enforceable claim of the '020 Patent.

B. Declaratory Judgment - Invalidity of the '020 Patent

29. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 28 of the Complaint.

30. ICS has alleged that Texas Mutual infringes the '020 Patent.

31. Texas Mutual alleges that the claims of the '020 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112.

32. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '020 Patent.

33. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '020 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

C. Declaratory Judgment - Non-infringement of the '768 Patent

34. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 33 of the Complaint.

35. ICS has alleged that Texas Mutual infringes the '768 Patent. Texas Mutual denies ICS's allegations of infringement. Texas Mutual does not infringe, directly or indirectly, or contribute to or induce the infringement of any valid claims of the '768 Patent.

36. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the infringement of the '768 Patent.

37. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that it does not infringe or contribute to or induce the infringement of (directly or indirectly, literally, or under the doctrine of equivalents), any valid and enforceable claim of the '768 Patent.

D. Declaratory Judgment - Invalidity of the '768 Patent

38. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 37 of the Complaint.

39. ICS has alleged that Texas Mutual infringes the '768 Patent.

40. Texas Mutual alleges that the claims of the '768 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112.

41. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '768 Patent.

42. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '768 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

E. Declaratory Judgment - Invalidity of the '007 Patent

43. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 42 of the Complaint.

44. ICS has alleged that Texas Mutual infringes the '007 Patent.

45. Texas Mutual alleges that the claims of the '007 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112.

46. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '007 Patent.

47. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '007 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

F. Declaratory Judgment - Invalidity of the '066 Patent

48. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 47 of the Complaint.

49. ICS has alleged that Texas Mutual infringes the '066 Patent.

50. Texas Mutual alleges that the claims of the '066 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112.

51. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '066 Patent.

52. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '066 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

G. Declaratory Judgment - Invalidity of the '115 Patent

53. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 52 of the Complaint.

54. ICS has alleged that Texas Mutual infringes the '115 Patent.

55. Texas Mutual alleges that the claims of the '115 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112.

56. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '115 Patent.

57. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '115 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

H. Declaratory Judgment - Invalidity of the '093 Patent

58. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 57 of the Complaint.

59. ICS has alleged that Texas Mutual infringes the '093 Patent.

60. Texas Mutual alleges that the claims of the '093 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112.

61. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '093 Patent.

62. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '093 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

I. Declaratory Judgment - Invalidity of the '310 Patent

63. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 62 of the Complaint.

64. ICS has alleged that Texas Mutual infringes the '310 Patent.

65. Texas Mutual alleges that the claims of the '310 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112.

66. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '310 Patent.

67. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '310 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

J. Declaratory Judgment - Invalidity of the '956 Patent

68. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 67 of the Complaint.

69. ICS has alleged that Texas Mutual infringes the '956 Patent.

70. Texas Mutual alleges that the claims of the '956 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112.

71. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '956 Patent.

72. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '956 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

K. Declaratory Judgment - Invalidity of the '632 Patent

73. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 72 of the Complaint.

74. ICS has alleged that Texas Mutual infringes the '632 Patent.

75. Texas Mutual alleges that the claims of the '632 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112.

76. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '632 Patent.

77. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '632 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

L. Declaratory Judgment - Invalidity of the '129 Patent

78. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 77 of the Complaint.

79. ICS has alleged that Texas Mutual infringes the '129 Patent.

80. Texas Mutual alleges that the claims of the '129 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112.

81. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '129 Patent.

82. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '129 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

M. Declaratory Judgment - Invalidity of the '979 Patent

83. Texas Mutual incorporates by reference the allegations in paragraphs 1 through 82 of the Complaint.

84. ICS has alleged that Texas Mutual infringes the '979 Patent.

85. Texas Mutual alleges that the claims of the '979 Patent are invalid because they fail to comply with the conditions and requirements for patentability set forth in 35 U.S.C. §§ 101, 102, 103 and/or 112.

86. Accordingly, there exists an actual and justiciable controversy between Texas Mutual and ICS as to the validity of the claims of the '979 Patent.

87. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Texas Mutual requests a declaration that the claims of the '979 Patent are invalid for failure to comply with one or more requirements of 35 U.S.C. §§ 101, 102, 103 and/or 112.

REQUEST FOR A JURY TRIAL

88. Pursuant to Fed. R. Civ. P. 38, Texas Mutual hereby requests a trial by jury on all counts.

PRAYER FOR RELIEF

WHEREFORE, Texas Mutual respectfully requests that this Court enter a Judgment and Order as follows and for the following relief:

- A. declaring that Texas Mutual does not infringe, contributorily infringe, or induce infringement of a valid and enforceable claim of the '020 or '768 patents;
- B. declaring that the claims of the Patents-in-Suit are invalid and/or unenforceable;
- C. permanently enjoining ICS, its officers, agents, directors, servants, employees, subsidiaries, and assigns, and all those acting under the authority of or in privity with them or with any of them, from asserting or otherwise seeking to enforce the Patents-in-Suit against Texas Mutual; and
- D. awarding Texas Mutual any further additional relief as the Court may deem just, proper, and equitable.

DATED: February 13, 2013.

Respectfully submitted,

BRACEWELL & GIULIANI LLP

/s/ Edward A. Cavazos _____

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