

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

LT TECH, LLC

Plaintiff,

v.

TECHEXCEL INC.

PREMIER, INC.

THE FIRST AMERICAN CORPORATION

SANMINA CORPORATION

Defendants.

Case No. 3:13-cv-4261

**COMPLAINT
FOR PATENT INFRINGEMENT**

DEMAND FOR JURY TRIAL

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff LT Tech, LLC (“LTT”) hereby alleges for its Complaint against TechExcel Inc., Premier, Inc., The First American Corporation, and Sanmina Corporation (collectively, “Defendants”) as follows:

PARTIES

1. Plaintiff LTT is a Texas limited liability company with its principal place of business at 906 Granger Drive, Allen, TX 75013.

2. On information and belief, TechExcel (“TechExcel”) is a California corporation with a principal place of business at 3675 Mt. Diablo Blvd, Suite 200, Lafayette, CA 94549.

3. On information and belief, Premier, Inc. (“Premier”) is a Delaware corporation with a principal place of business at 13034 Ballantyne Corporate Place, Charlotte, NC 28277.

4. On information and belief, The First American Corporation (“FirstAm”) is a California corporation with a principal place of business at 1 First American Way, Santa Ana, California 92707.

5. On information and belief, Sanmina Corporation (“Sanmina”) is a Delaware company with a principal place of business at 2700 North First Street, San Jose, CA 95134.

JURISDICTION AND VENUE

6. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

7. Personal jurisdiction and venue are proper in this district under 28 U.S.C. §§ 1391(b), 1391(c) and 1400(b). On information and belief, Defendants have transacted business in this district and/or have committed, contributed to, and/or induced acts of patent infringement in this district.

8. On information and belief, Defendants are subject to this Court’s specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial business in this forum, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Texas and in this judicial district.

9. On information and belief, BetweenMarkets, Inc., the Texas State Bar, and Texas Instruments are customers of TechExcel and are all located in Texas.

10. On information and belief, Premier is an alliance of thousands of community hospitals, at least some of which are located in and around Dallas.

11. On information and belief, FirstAm has offices in Amarillo, Dallas, San Antonio, Austin, and Houston.

12. On information and belief, Sanmina operates a manufacturing facility in Carrollton, Texas.

U.S. PATENT NO. 6,177,932

13. LTT is the owner by assignment of United States Patent No. 6,177,932 (“the ’932 Patent”) entitled “Method and Apparatus for Network Based Customer Service.” The ’932 Patent originally issued on January 23, 2001 and a re-examination certificate issued on September 14, 2010. A true and correct copy of the ’932 Patent is attached as Exhibit A and the re-examination certificate is attached as Exhibit B.

14. Messrs. Frank A. Galdes and Mark A. Ericson are listed as the inventors on the ’932 Patent.

15. On information and belief, to the extent any marking was required by 35 U.S.C. § 287, predecessors in interest to the ’932 Patent complied with such requirements.

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 6,177,932 BY TECHEXCEL

16. Plaintiff LTT incorporates paragraphs 1 through 15 as if set forth herein.

17. TechExcel has, pursuant to 35 U.S.C. § 271, infringed and continues to infringe, has actively induced and currently is actively inducing others to infringe, and/or has contributorily infringed and is contributorily infringing the ’932 Patent in the State of Texas, in this judicial district, and/or elsewhere in the United States by, among other things, making, using, selling, offering to sell, and/or importing, without license, customer service, customer support, and/or customer care systems that provide remote access and support for consumers and businesses, such as TechExcel’s ServiceWise product and related offerings.

18. TechExcel's help desk solutions fall within the scope of at least claim 21 of the '932 Patent, as evidenced by TechExcel's product descriptions. For example, TechExcel's help desk solution can "route incidents and problems to an appropriate team member". See <http://www.techexcel.com/products/servicewise/key-features/>. The solution also permits an agent to click on the "remote control" button to control the client machine." See http://help.techexcel.com/knowledgewise/WikiBookView.aspx?WikiBook=ServiceWise_NewFeature_Guide90#wiki_anchor_wikiController_r18482.

19. TechExcel had knowledge of the '932 Patent at least on or around June 26, 2013, when Plaintiff sent a letter to Dr. Tieren Zhou, TechExcel's founder, identifying the '932 Patent. At least from that time forward, TechExcel had specific intent to induce infringement by others and had knowledge that its acts contributed to the infringement of others.

20. Those whom TechExcel induces to infringe and contributes to the infringement of are end users of accused products, such as those identified above and at <http://www.techexcel.com/customers/>.

21. As a result of TechExcel's infringement of the '932 Patent, LTT has suffered monetary damages in an amount not yet determined, and will continue to suffer damages in the future unless TechExcel's infringing activities are enjoined by this Court.

22. TechExcel's infringement is willful and deliberate entitling LTT to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

23. Unless a permanent injunction is issued enjoining TechExcel and its agents, servants, employees, attorneys, representatives, affiliates, and all others acting on their behalf from infringing the '932 Patent, LTT will be irreparably harmed.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 6,177,932 BY DEFENDANT PREMIER

24. Plaintiff LTT incorporates paragraphs 1 through 23 as if set forth herein.

25. Premier has, pursuant to 35 U.S.C. § 271, infringed and continues to infringe, has actively induced and currently is actively inducing others to infringe, and/or has contributorily infringed and is contributorily infringing the '932 Patent in the State of Texas, in this judicial district, and/or elsewhere in the United States by, among other things, making, using, selling, offering to sell, and/or importing, without license, infringing customer service, customer support, and/or customer care systems , such as TechExcel's ServiceWise solution and related offerings.

26. Premier's use of TechExcel's help desk solution falls within the scope of at least claim 21 of the '932 Patent, as evidenced by TechExcel's product descriptions. For example, TechExcel's help desk solution can "route incidents and problems to an appropriate team member". See <http://www.techexcel.com/products/servicewise/key-features/>. The solution also permits an agent to click on the "'remote control' button to control the client machine." See http://help.techexcel.com/knowledgewise/WikiBookView.aspx?WikiBook=ServiceWise_NewFeature_Guide90#wiki_anchor_wikiController_r18482.

27. Premier had knowledge of the '932 Patent at least on or around September 30, 2013, when Plaintiff sent a letter to Carrie Letorney, a project manager at Premier associated with the help desk solution, identifying the '932 Patent. At least from that time forward, Premier had specific intent to induce infringement by others and had knowledge that its acts contributed to the infringement of others.

28. Those whom Premier induces to infringe and contributes to the infringement of are end users of the accused products, such as Premier employees.

29. As a result of Premier's infringement of the '932 Patent, LTT has suffered monetary damages in an amount not yet determined, and will continue to suffer damages in the future unless Premier's infringing activities are enjoined by this Court.

30. Premier's infringement is willful and deliberate entitling LTT to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

31. Unless a permanent injunction is issued enjoining Premier and its agents, servants, employees, attorneys, representatives, affiliates, and all others acting on their behalf from infringing the '932 Patent, LTT will be irreparably harmed.

COUNT III

INFRINGEMENT OF U.S. PATENT NO. 6,177,932 BY DEFENDANT FIRSTAM

32. Plaintiff LTT incorporates paragraphs 1 through 31 as if set forth herein.

33. FirstAm has, pursuant to 35 U.S.C. § 271, infringed and continues to infringe, has actively induced and currently is actively inducing others to infringe, and/or has contributorily infringed and is contributorily infringing the '932 Patent in the State of Texas, in this judicial district, and/or elsewhere in the United States by, among other things, making, using, selling, offering to sell, and/or importing, without license, infringing customer service, customer support, and/or customer care systems , such as TechExcel's ServiceWise (Help Desk) solution and related offerings.

34. FirstAm's use of TechExcel's help desk solution falls within the scope of at least claim 21 of the '932 Patent, as evidenced by TechExcel's product descriptions. For example, TechExcel's help desk solution can "route incidents and problems to an appropriate team member". See <http://www.techexcel.com/products/servicewise/key-features/>. The solution also

permits an agent to click on the “remote control” button to control the client machine.” See http://help.techexcel.com/knowledgewise/WikiBookView.aspx?WikiBook=ServiceWise_NewFeature_Guide90#wiki_anchor_wikiController_r18482.

35. FirstAm had knowledge of the '932 Patent at least on or around September 30, 2013, when Plaintiff sent a letter to David Sheahan, a product manager at FirstAm associated with the help desk solution, identifying the '932 Patent. At least from that time forward, FirstAm had specific intent to induce infringement by others and had knowledge that its acts contributed to the infringement of others.

36. Those whom FirstAm induces to infringe and contributes to the infringement of are end users of the accused products, such as FirstAm employees.

37. As a result of FirstAm's infringement of the '932 Patent, LTT has suffered monetary damages in an amount not yet determined, and will continue to suffer damages in the future unless FirstAm's infringing activities are enjoined by this Court.

38. FirstAm's infringement is willful and deliberate entitling LTT to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

39. Unless a permanent injunction is issued enjoining FirstAm and its agents, servants, employees, attorneys, representatives, affiliates, and all others acting on their behalf from infringing the '932 Patent, LTT will be irreparably harmed.

COUNT IV

INFRINGEMENT OF U.S. PATENT NO. 6,177,932 BY DEFENDANT SANMINA

40. Plaintiff LTT incorporates paragraphs 1 through 39 as if set forth herein.

41. Sanmina has, pursuant to 35 U.S.C. § 271, infringed and continues to infringe, has actively induced and currently is actively inducing others to infringe, and/or has contributorily infringed and is contributorily infringing the '932 Patent in the State of Texas, in this judicial district, and/or elsewhere in the United States by, among other things, making, using, selling, offering to sell, and/or importing, without license, infringing customer service, customer support, and/or customer care systems , such as TechExcel's ServiceWise solution and related offerings.

42. Sanmina's use of TechExcel's help desk solution falls within the scope of at least claim 21 of the '932 Patent, as evidenced by TechExcel's product descriptions. For example, TechExcel's help desk solution can "route incidents and problems to an appropriate team member". See <http://www.techexcel.com/products/servicewise/key-features/>. The solution also permits an agent to click on the "'remote control' button to control the client machine." See http://help.techexcel.com/knowledgewise/WikiBookView.aspx?WikiBook=ServiceWise_NewFeature_Guide90#wiki_anchor_wikiController_r18482.

43. Sanmina had knowledge of the '932 Patent at least on or around September 30, 2013, when Plaintiff sent a letter to Robert Blake, a business analyst at Sanmina associated with the help desk solution, identifying the '932 Patent. At least from that time forward, Sanmina had specific intent to induce infringement by others and had knowledge that its acts contributed to the infringement of others.

44. Those whom Sanmina induces to infringe and contributes to the infringement of are end users of the accused products, such as Sanmina employees.

45. As a result of Sanmina's infringement of the '932 Patent, LTT has suffered monetary damages in an amount not yet determined, and will continue to suffer damages in the future unless Sanmina's infringing activities are enjoined by this Court.

46. Sanmina's infringement is willful and deliberate entitling LTT to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

47. Unless a permanent injunction is issued enjoining Sanmina and its agents, servants, employees, attorneys, representatives, affiliates, and all others acting on their behalf from infringing the '932 Patent, LTT will be irreparably harmed.

PRAYER

WHEREFORE, LTT incorporates each of the allegations in paragraphs 1 through 47 above and respectfully requests that this Court enter:

1. A judgment in favor of LTT that Defendants have infringed, directly or indirectly, the '932 Patent;

2. A permanent injunction enjoining Defendants and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in concert or privity, with any of them, from infringing, directly, jointly, and/or indirectly (by way of inducing and/or contributing to the infringement) the '932 Patent;

3. A judgment and order requiring Defendants to pay LTT its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '932 Patent as provided under 35 U.S.C. § 284;

4. A judgment finding Defendants' infringement to be willful and awarding treble damages to LTT for the period of such willful infringement pursuant to 35 U.S.C. § 284;

5. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285, and awarding to LTT its reasonable attorney fees; and

6. Any and all other relief to which LTT may show itself to be entitled.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues triable to a jury.

Dated: October 22, 2013

Respectfully submitted,

By: /s/ Hao Ni

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