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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 **IOTTIE INC.**, a New York corporation, and)
16 **AMAZON.COM, INC.**, a Delaware)
corporation,)
17 **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 Iottie, Inc. (“iOttie”) and Amazon.com, Inc. (“Amazon”),
22 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 iOttie is a New York corporation with a
27 place of business at 38 W. 32nd St., New York, New York 10001.
- 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.

3
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 iOttie 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 iOttie 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 iOttie 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).

1 **COUNT I**

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

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 iOttie markets, distributes, offers to sell,
14 and/or sells protective covers under the brand name "iOttie Waterproof Skin" for cell phones,
15 including cell phones sold by Apple Inc. bearing the trademark "iPhone", and including cell
16 phones sold by Samsung Electronics bearing the trademark "Galaxy", and for computer
17 tablets, including those sold by Apple Inc. bearing the trademark "iPad" and those sold by
18 Amazon.com bearing the trademark "Kindle Fire", and for e-readers sold by Amazon.com
19 bearing the trademark "Kindle Touch", which protective covers practice the invention
20 patented in the '535 patent (hereinafter, “the Accused Covers”).

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

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

27 17. Defendant Amazon.com has infringed, and continues to infringe, the '535
28 patent within the meaning of 35 U.S.C. § 271 by, without Protex's authority, marketing,

1 distributing, selling, and/or offering for sale the Accused Covers in the United States.

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

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

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

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

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

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

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

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

27

28

1 **COUNT II**

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

3 24. Protex hereby realleges and incorporates by reference paragraphs 1-23 as if
4 fully set forth herein.

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

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

11 27. The '252 patent relates to a protective covering for a hand-held device.

12 28. On information and belief, Defendant iOttie markets, distributes, offers to sell,
13 and/or sells the Accused Covers which practice the invention patented in the '252 patent.

14 29. Defendant iOttie has infringed, and continues to infringe, the '252 patent within
15 the meaning of 35 U.S.C. § 271 by, without Protex's authority, making, using, marketing,
16 distributing, selling, and/or offering for sale the Accused Covers in the United States.

17 30. On information and belief, Defendant Amazon.com markets, distributes, offers
18 to sell, and/or sells the Accused Covers, which practice the invention patented in the '252
19 patent.

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

23 32. On information and belief, Defendant iOttie has knowledge that the Accused
24 Covers are especially made or adapted for use in a manner that infringes the '252 patent; that
25 the Accused Covers are not a staple article or commodity of commerce; and that the Accused
26 Covers are not suitable for substantial non-infringing use.

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

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

3 34. On information and belief, Defendants iOttie and Amazon.com intend for the
4 Accused Covers to be used by customers and/or other individuals to install over cell phones,
5 computer tablets, e-readers or other hand-held devices.

6 35. On information and belief, customers of Defendants iOttie and Amazon.com
7 have used the Accused Covers supplied to them by Defendants to directly infringe the '252
8 patent.

9 36. Defendants are actively, intentionally, and/or knowingly inducing the direct
10 infringement of the '252 patent by others, including, but not limited to customers that use the
11 Accused Covers supplied by Defendants to protect the customers' cell phones, computer
12 tablets, e-readers and/or other hand-held devices.

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

17 38. Protex has been damaged by Defendants' infringing conduct.

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

20
21 **WHEREFORE**, Protex respectfully prays for:

22 (A) Judgment that Defendants have infringed the '535 and '252 patents in violation
23 of 35 U.S.C. § 271;

24 (B) An injunction against further infringement of the '535 and '252 patents by
25 Defendants, their agents, servants, employees, officers, and all others controlled by them;

26 (C) An award to Protex of such monetary damages to which it is entitled pursuant
27 to 35 U.S.C. § 284, including interest and costs;

28 (D) An award to Protex of enhanced damages pursuant to 35 U.S.C. § 284; and

1 (E) Any such other and further relief as the Court deems just, equitable, and
2 proper.

3
4 **JURY TRIAL DEMAND**

5 Protex respectfully requests that all issues so triable be tried by and before a jury.

6
7 Respectfully submitted this 7th day of March, 2012.

8 /s/Marvin A. Glazer

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13 Attorney for Plaintiff Protex Your Tech, LLC

14 **CERTIFICATE OF ELECTRONIC FILING/SERVICE**

15 I HEREBY CERTIFY that on March 7, 2012, counsel for Plaintiff electronically filed
16 the foregoing COMPLAINT FOR PATENT INFRINGEMENT, AND JURY DEMAND
17 with the Clerk of the Court, along with attached Exhibits A and B, by using the Court's
18 CM/ECF system.

19 s/Marvin A. Glazer

20 Marvin A. Glazer (AZ Bar No. 005885)