

FILED

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

2012 NOV 10 PM 1:55
US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

AUTOMATIC MANUFACTURING
SYSTEMS, INC.,

Plaintiff,

CASE NO.: 6:12CV1727-ORC-37 DAB

v.

PRIMERA TECHNOLOGY, INC.,

Defendant.

_____ /

COMPLAINT

Plaintiff, Automatic Manufacturing Systems, Inc., doing business as AccuPlace (“AccuPlace”) by its undersigned counsel, for its Complaint against Defendant Primera Technology, Inc. (“Primera”), alleges as follows:

JURISDICTION AND VENUE

1. This is an action for patent infringement arising under the patent laws of the United States, Title 35, United States Code and arising under 35 U.S.C. §§ 271(a), 271(b), and 271(c). Subject matter jurisdiction is proper under 28 U.S.C. §§ 1331 and 1338(a). Venue is proper under 27 U.S.C. §§ 1391(b)-(c) and 1400(b). Personal jurisdiction over the Defendant in Florida is proper under Fla.Stat. §48.193 because Defendant is doing business in this jurisdiction.

THE PARTIES

2. Plaintiff AccuPlace is a Florida corporation, having its principal place of business in Plantation, Florida.

3. AccuPlace is engaged in the business of research, development, manufacturing and marketing a broad spectrum of innovative products including its line of printers and labelers, which includes its Slidemate™ slide printer which prints human and machine readable information on slides.

4. Upon information and belief, Defendant Primera Technology, Inc. (Primera) is a corporation existing under the laws of the state of Minnesota with its principal place of business in Plymouth, Minnesota.

5. Upon information and belief, Primera is currently transacting business in the Middle District of Florida, at least by making and shipping slide printers into this Judicial District, i.e., Primera is using, offering to sell or selling, or inducing others to use, offer to sell or sell, slide printers in this Judicial District. Upon information and belief, Primera derives substantial revenue from interstate and/or international commerce, including substantial revenue from goods used or consumed or services rendered in the state of Florida and this Judicial District.

6. Upon information and belief, Primera manufactures, sells and offers to sell a slide printer under the trade name Signature®, both through its website at www.primerahealthcare.com, and through the use of resellers and distributors within the State of Florida.

THE PATENT IN SUIT

7. United States Patent No. 8,013,884 (the '884 Patent) entitled "Device and Method for Printing Information on Glass Surfaces," a true and correct copy of which is appended hereto as Exhibit A, was duly issued on September 6, 2011 to inventors Jamie P. Schlinkmann, Alex W. Schlinkmann and Antonio L. Haubrich. The '884 Patent claims, inter alia a method of

transferring information onto surfaces of objects by printing data onto a glass- like object, and a printing device for attaching information to a glass-like object. The '884 Patent covers the use of the Signature[®] slide printer and the Signature[®] slide printer itself when sold in combination with Primera's PTLab Software as a stand alone system.

8. Plaintiff AccuPlace has been, and still is, the owner through Assignment of the '884 Patent which expires on June 26, 2028.

9. Plaintiff AccuPlace has not granted a license under the '884 Patent.

10. Plaintiff AccuPlace manufactures and sells the slide printer covered by the claims of the '884 Patent.

11. Plaintiff AccuPlace will be substantially and irreparably harmed by infringement of the '884 Patent. There is no adequate remedy at law.

COUNT I

DIRECT INFRINGEMENT OF THE '884 PATENT UNDER 35 U.S.C. §271(a)

Plaintiff AccuPlace repeats and incorporates herein by reference, the allegations contained in Paragraphs 1 through 11 as if the same had been fully set forth.

12. Upon information and belief, Defendant Primera sells and offers to sell a stand alone system, including a printer, software, scanner, keyboard, mouse and mini-PC for printing information on a glass-like slide.

13. Upon information and belief, Primera manufactures, uses, offers for sale and/or sells its stand alone Signature[®] slide printer which infringes at least one of the claims of the '884 Patent, either directly, or through resellers to be used/sold, and offered for sale in this Judicial District.

14. Unless Primera is enjoined from infringing, the '884 Patent, Plaintiff will suffer substantial and irreparable injury. Plaintiff has no adequate remedy of law.

COUNT II

INDUCEMENT OF INFRINGEMENT OF METHOD CLAIMS OF THE '884 PATENT UNDER 35 U.S.C. §271(b)

Plaintiff AccuPlace repeats and incorporates herein by reference, the allegations contained in Paragraphs 1 through 11 as if the same had been fully set forth.

15. Upon information and belief, Primera has distributed and/or sold the Primera Signature® slide printer to CMI, Inc., Cancer Diagnostics, Inc., and IMEB, Inc. (the Resellers) and, upon information and belief, through written instructions and/or by demonstration of the manner of use thereof, has induced the Resellers to directly infringe the '884 Patent.

16. The Resellers attended a meeting of the Florida Society for Histotechnology in Tampa, Florida on or about May 18, 2012, where the Resellers used and demonstrated the Primera Signature® slide printers and offered the Primera Signature® slide printers for sale, for use in accordance with the methods claimed in one or more claims of the '884 Patent.

17. Upon information and belief, Primera is aware or reasonably should have been aware, that use of the Primera Signature® slide printer in combination with a computer and software by the Resellers and customers of the Resellers directly infringes the method and apparatus claims of the '884 Patent.

18. Upon information and belief, Primera has actually induced, through its instructions and demonstrations, the Resellers to directly infringe the '884 Patent.

19. Upon information and belief, the acts of infringement alleged above are and have been deliberate and willful.

20. Plaintiff will be substantially and irreparably harmed if Defendant is not enjoined from inducing the infringement of the '884 Patent. Plaintiffs have no adequate remedy at law.

COUNT III
CONTRIBUTORY INFRINGEMENT OF THE
'884 PATENT UNDER 35 U.S.C. §271(c)

Plaintiff AccuPlace repeats and incorporates herein by reference, the allegations contained in Paragraphs 1 through 11 as if the same had been fully set forth.

21. Upon information and belief, there is no alternative use for the Primera Signature[®] slide printer other than to print upon glass -like slides in accordance with the methods, claimed in one or more claims of the '884 Patent.

22. Upon information and belief, the commercial use, manufacture, offer for sale, and/or sale, or contributing thereto, of the Primera Signature[®] slide printer by the Defendant, which slide printer is especially made, adapted, marketed and sold exclusively for use, in accordance with the methods claimed, and as a part of the claimed apparatus, as claimed in one or more of the claims of the '884 Patent constitutes contributory infringement of the '88 Patent.

23. Upon information and belief, the acts of infringement alleged above are and have been deliberate and willful.

24. Plaintiff will be substantially and irreparably harmed if Defendant is not enjoined from contributing to the infringement of the '884 Patent. Plaintiff has no adequate remedy at law.

WHEREFORE, Plaintiff requests the following relief:

(a) A permanent injunction restraining and enjoining Defendant, its officers, agents, attorneys, or employees, or those acting in privity or concert with Defendant, against directly

infringing the '884 Patent through the commercial manufacture, use, sale, offer for sale, or importation into the United States of a slide printer encompassed by the claims of the '884 Patent, as well as from inducing such infringement by others and contributing to such infringement by others.

(b) In view of the deliberate and willful infringement by Defendant, a trebling of the damages as determined by this Court.

(c) Attorneys' fees in this action under 35 U.S.C. §285.

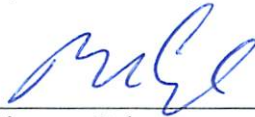
(d) Such further and other relief as this Court may deem just and proper.

Dated: West Palm Beach, Florida

November 15, 2012

Automatic Manufacturing Systems, Inc. d/b/a/ AccuPlace

By their attorneys,



Fr

Simeon Brier
Florida Bar No. 525782
EDWARDS WILDMAN PALMER LLP
525 Okeechobee Blvd., Suite 1600
West Palm Beach, Florida 33401
Telephone: (561) 833-7700
Facsimile: (561) 655-8719
Email: sbrier@edwardswildman.com

Barry Kramer (pending Pro Hac Vice)
EDWARDS WILDMAN PALMER LLP
One Canterbury Green
201 Broad Street
Stamford, CT 06901
Telephone: (203) 975-7505
Facsimile: (203) 975-7180
Email: bkramer@edwardswildman.com