

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ZEBRA TECHNOLOGIES CORPORATION
AND ZIH CORPORATION,

Plaintiffs,

v.

INTERMEC, INC.,

Defendant.

Civil Action No.: 12-cv-9808

COMPLAINT

JURY TRIAL DEMANDED

COMPLAINT

Plaintiffs Zebra Technologies Corporation (“ZTC”) and ZIH Corporation (“ZIH”) (collectively, “Zebra”), through Zebra’s attorneys, K&L Gates LLP, bring this action against Defendant Intermec, Inc. (“Intermec”) to obtain permanent injunctive relief, actual damages, treble damages, attorneys’ fees, and costs for Intermec’s willful patent infringement.

NATURE OF THE ACTION

1. This is an action arising under the patent laws of the United States, 35 U.S.C. §§ 1 et seq. and is brought by Zebra against Intermec for Intermec’s infringement of U.S. Patent Nos. 5,519,381 (“381 patent”); 5,726,630 (“630 patent”); 6,054,925 (“925 patent”); 6,147,767 (“767 patent”); 6,201,255 (“255 Patent”); 6,231,253 (“253 Patent”); 6,411,397 (“397 Patent”); 6,480,143 (“143 patent”); and 6,784,787 (“787 patent”) (collectively, “Patents-in-Suit”).

THE PARTIES

2. ZTC is a publically traded Delaware Corporation with its principal place of business at 475 Half Day Road, Suite 500, Lincolnshire, Illinois 60069.

3. ZTC is a global leader in providing barcode and RFID printers and supplies. Zebra has made substantial investments in innovative technology related to these products and has a portfolio of patents covering these innovations.

4. ZIH is a wholly owned subsidiary of ZTC and is a Delaware Corporation with its principal place of business at 475 Half Day Road, Suite 500, Lincolnshire, Illinois 60069.

5. ZIH is the assignee and sole owner of the Patents-in-Suit, and ZTC is a licensee of the Patents-in-Suit.

6. On information and belief, Intermec is a Delaware Corporation with a principal place of business at 6001 36th Avenue West, Everett, Washington 98203.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the patent laws of the United States.

8. This Court has general and specific personal jurisdiction over Intermec. Intermec has continuous and systematic contacts in Illinois by way of its sales of Intermec products and services, distribution of Intermec products, and services rendered in Illinois.

9. Intermec is registered to do business in Illinois, and maintains a registered agent and a registered office in Illinois.

10. Intermec also touts on its website its sales and installation of over 3400 printers at Advocate Health Centers in the Northern District of Illinois.

11. Intermec, on information and belief, also owns real property in Illinois.

12. Intermec has committed acts of infringement in this Judicial District. Specifically, the Accused Readers, Accused Tags, Accused Smart Printers, Accused Peel-

Off/Self-Strip Printers, Accused LTS Devices, and Accused LTS Printers identified below are sold by Intermec and used by Intermec and its customers and end users throughout this District.

Venue is proper in this Court under 28 U.S.C. § 1391(b) and 1400(b).

RFID BACKGROUND AND INTERMEC'S INFRINGING RFID PRODUCTS

13. Radio frequency identification or "RFID" describes a class of technology that exchanges data wirelessly.

14. An RFID system may include RFID tags, also known as transponders, that are affixed to objects of interest.

15. RFID tags include a semiconductor chip and an antenna.

16. An RFID system may also include readers, also known as interrogators, that communicate wirelessly with the RFID tags.

17. RFID tags, like bar codes, are used for data collection.

18. RFID tags, unlike bar codes, do not require a direct line of sight between the RFID tag and the reader. For example, an RFID tag can be read through a closed box whereas a bar code cannot.

19. Accordingly, RFID technology can replace bar codes in applications where bar codes are not viable, such as in settings where line of sight is not possible between a reader and one or more tags.

20. RFID technology can also be used in conjunction with bar codes in applications where the bar codes are not always accessible via direct line of sight.

21. A tag that does not include a battery is considered a passive RFID tag.

22. Passive RFID tags draw their power from radio waves transmitted to them by a reader and communicate with the reader using backscatter modulation.

23. RFID technology has many commercial applications, particularly where the ability to wirelessly identify objects is important. As an example, RFID finds commercial applicability to track assets and inventory in warehouses or retail facilities.

24. Intermec makes, uses, offers to sell, sells and/or imports into the United States RFID products that are capable of receiving, storing, and transmitting digital information by wireless communication across multiple frequencies.

25. The frequencies used by Intermec's RFID products include the 860-960 MHz frequency band used in conventional passive RFID systems.

26. Intermec makes, uses, offers to sell, sells and/or imports into the United States at least the following RFID readers: IP4, IP30, IF2, IF4, IF5, IF30, IF61, and IV7 ("Accused Readers").

27. Intermec makes, uses, offers to sell, sells and/or imports into the United States at least the following RFID tags: IT65 Rigid Tag, IT67 Enterprise LT Tag, IT36, IT75, and IT76 Low Profile Durable Asset Tags, and "Smart Labels" ("Accused Tags").

INTERMEC'S INFRINGING SMART PRINTER PRODUCTS

28. Intermec makes, uses, offers to sell, sells and/or imports into the United States printer products including printers it markets as smart printers having smart printing capabilities.

29. Intermec's smart printers are programmed to run applications independent of a host computer.

30. The ability of Intermec's smart printers to run applications independent of a host computer enable the printer to be connected directly to a bar code scanner.

31. Intermec makes, uses, offers to sell, sells and/or imports into the United States at least the following smart printers: PC23d, PC43d/PC43t, PX6i, PX4i, PM43/PM43c, PM4i,

PF4i, PF2i, PD42, PD41, PX6i RFID Printer, PX4i RFID Printer, PM4i RFID Printer, PF2i RFID Printer, PB21, PB22, PB31, PB32, PB50, and PB51 (“Accused Smart Printers”).

INTERMEC’S INFRINGING PEEL-OFF/SELF-STRIP PRINTER PRODUCTS

32. Printers having peel-off or self-strip capabilities are able to automatically separate self-adhesive labels from the liner or backing paper after printing.

33. Intermec makes, uses, offers to sell, sells and/or imports into the United States printer products including printers that have peel-off/self-strip printing capabilities.

34. Intermec makes, uses, offers to sell, sells and/or imports into the United States at least the following printers with peel-off/self-strip printing capabilities: PF21, PF2i, PF4i, PD41, PD42, PM4i, PX4i, PX6i, PC41, PF8d, PF8t, PB22, PB32, and PB50 (“Accused Peel-Off/Self-Strip Printers”).

INTERMEC’S INFRINGING LABEL TAKEN SENSORS AND PRINTER PRODUCTS

35. A label-taken sensor (“LTS”) is a device that enables a printer’s firmware to detect if the latest printed object has been removed before printing another object.

36. Intermec makes, uses, offers to sell, sells and/or imports into the United States at least the following LTS devices: EasyCoder 601XP Label Taken Sensor, F2 Label Taken Sensor, and F4 Label Taken Sensor (“Accused LTS Devices”).

37. Intermec also makes, uses, offers to sell, sells and/or imports into the United States printer products including printers that have LTS capabilities (“Accused LTS Printers”).

FIRST CLAIM: INFRINGEMENT OF U.S. PATENT NO. 5,519,381

38. Zebra incorporates Paragraphs 1 through 37 of its Complaint as if fully set forth herein.

39. On May 21, 1996, the United States Patent and Trademark Office duly and legally issued the '381 Patent, entitled "Detection of Multiple Articles." A copy of the '381 Patent is attached as Exhibit A.

40. Intermec has infringed and is infringing, directly or indirectly, either literally or under the doctrine of equivalents, the '381 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, RFID readers and RFID tags, including but not limited to the Accused Readers and Accused Tags.

41. The Accused Readers and Accused Tags infringe at least Claim 17 of the '381 Patent.

42. To the extent Intermec has not directly infringed Claim 17 of the '381 Patent, Intermec, with knowledge of the '381 Patent, has indirectly infringed Claim 17 by actively inducing its customers and end users to directly infringe Claim 17.

43. The Accused Readers also infringe at least Claims 39 and 40 of the '381 Patent.

44. Zebra has been and continues to be damaged by Intermec's infringement of the '381 Patent, in an amount to be determined at trial.

45. Zebra has suffered irreparable injury for which there is no adequate remedy at law and will continue to suffer such irreparable injury unless Intermec's infringement of the '381 Patent is permanently enjoined by this Court.

46. Intermec was notified of its infringement of the '381 Patent at least as early as May 10, 2011.

47. Intermec continued to infringe the '381 Patent after being notified.

48. Intermec's infringement of the '381 Patent is, and has been, willful.

49. Intermec's infringement of the '381 Patent is exceptional, and thus, pursuant to 35 U.S.C. §285, entitles Zebra to its reasonable attorneys' fees and costs incurred in prosecuting this action.

SECOND CLAIM: INFRINGEMENT OF U.S. PATENT NO. 5,726,630

50. Zebra incorporates Paragraphs 1 through 49 of its Complaint as if fully set forth herein.

51. On March 10, 1998, the United States Patent and Trademark Office duly and legally issued the '630 Patent, entitled "Detection of Multiple Articles." A copy of the '630 Patent is attached as Exhibit B.

52. Intermec has infringed and is infringing, directly or indirectly, either literally or under the doctrine of equivalents, the '630 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, RFID readers and RFID tags, including but not limited to the Accused Readers and Accused Tags.

53. The Accused Readers and Accused Tags infringe at least Claims 1, 2, 14, 106, 108, and 109 of the '630 Patent.

54. To the extent Intermec has not directly infringed Claims 1, 2, 14, 106, 108, and 109 of the '630 Patent, Intermec, with knowledge of the '630 Patent, has indirectly infringed Claims 1, 2, 14, 106, 108, and 109 by actively inducing its customers and end users to directly infringe Claims 1, 2, 14, 106, 108, and 109.

55. The Accused Readers also infringe at least Claims 64 and 71 of the '630 Patent.

56. Zebra has been and continues to be damaged by Intermec's infringement of the '630 Patent, in an amount to be determined at trial.

57. Zebra has suffered irreparable injury for which there is no adequate remedy at law and will continue to suffer such irreparable injury unless Intermec's infringement of the '630 Patent is permanently enjoined by this Court.

58. Intermec was notified of its infringement of the '630 Patent at least as early as May 10, 2011.

59. Intermec continued to infringe the '630 Patent after being notified.

60. Intermec's infringement of the '630 Patent is, and has been, willful.

61. Intermec's infringement of the '630 Patent is exceptional, and thus, pursuant to 35 U.S.C. §285, entitles Zebra to its reasonable attorneys' fees and costs incurred in prosecuting this action.

THIRD CLAIM: INFRINGEMENT OF U.S. PATENT NO. 6,054,925

62. Zebra incorporates Paragraphs 1 through 61 of its Complaint as if fully set forth herein.

63. On April 25, 2000, the United States Patent and Trademark Office duly and legally issued the '925 Patent, entitled "High Impedance Transponder with Improved Backscatter Modulator for Electronic Identification System." A copy of the '925 Patent is attached as Exhibit C.

64. Intermec has infringed and is infringing, either literally or under the doctrine of equivalents, the '925 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, RFID tags, including but not limited to the Accused Tags.

65. The Accused Tags infringe at least Claims 1, 2, and 8 of the '925 Patent.

66. Zebra has been and continues to be damaged by Intermec's infringement of the '925 Patent, in an amount to be determined at trial.

67. Zebra has suffered irreparable injury for which there is no adequate remedy at law and will continue to suffer such irreparable injury unless Intermec's infringement of the '925 Patent is permanently enjoined by this Court.

68. Intermec was notified of its infringement of the '925 Patent at least as early as May 10, 2011.

69. Intermec continued to infringe the '925 Patent after being notified.

70. Intermec's infringement of the '925 Patent is, and has been, willful.

71. Intermec's infringement of the '925 Patent is exceptional, and thus, pursuant to 35 U.S.C. §285, entitles Zebra to its reasonable attorneys' fees and costs incurred in prosecuting this action.

FOURTH CLAIM: INFRINGEMENT OF U.S. PATENT NO. 6,147,767

72. Zebra incorporates Paragraphs 1 through 71 of its Complaint as if fully set forth herein.

73. On November 14, 2000, the United States Patent and Trademark Office duly and legally issued the '767 Patent, entitled "Computer System for a Printer Which Stores and Operates Multiple Application Programs." A copy of the '767 Patent is attached as Exhibit D.

74. Intermec infringed and is infringing, either literally or under the doctrine of equivalents, the '767 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, printers, including but not limited to the Accused Smart Printers.

75. The Accused Smart Printers infringe at least Claim 1 of the '767 Patent.

76. Zebra has been and continues to be damaged by Intermec's infringement of the '767 Patent, in an amount to be determined at trial.

77. Zebra has suffered irreparable injury for which there is no adequate remedy at law and will continue to suffer such irreparable injury unless Intermec's infringement of the '767 Patent is permanently enjoined by this Court.

78. Intermec's infringement of the '767 Patent is exceptional, and thus, pursuant to 35 U.S.C. §285, entitles Zebra to its reasonable attorneys' fees and costs incurred in prosecuting this action.

FIFTH CLAIM: INFRINGEMENT OF U.S. PATENT NO. 6,201,255

79. Zebra incorporates Paragraphs 1 through 78 of its Complaint as if fully set forth herein.

80. On March 13, 2001, the United States Patent and Trademark Office duly and legally issued the '255 Patent, entitled "Media Sensors for a Printer." A copy of the '255 Patent is attached as Exhibit E.

81. Intermec infringed and is infringing, either literally or under the doctrine of equivalents, the '255 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, printers, including but not limited to the Accused LTS Devices and Accused LTS Printers.

82. The Accused LTS Devices and Accused LTS Printers infringe at least Claims 11 and 12 of the '255 Patent.

83. Zebra has been and continues to be damaged by Intermec's infringement of the '255 Patent, in an amount to be determined at trial.

84. Zebra has suffered irreparable injury for which there is no adequate remedy at law and will continue to suffer such irreparable injury unless Intermec's infringement of the '255 Patent is permanently enjoined by this Court.

85. Intermec's infringement of the '255 Patent is exceptional, and thus, pursuant to 35 U.S.C. §285, entitles Zebra to its reasonable attorneys' fees and costs incurred in prosecuting this action.

SIXTH CLAIM: INFRINGEMENT OF U.S. PATENT NO. 6,231,253

86. Zebra incorporates Paragraphs 1 through 85 of its Complaint as if fully set forth herein.

87. On May 15, 2001, the United States Patent and Trademark Office duly and legally issued the '253 Patent, entitled "Label Printer with a Peel Bar, a Separator Bar and Anti-Buckle Means." A copy of the '253 Patent is attached as Exhibit F.

88. Intermec infringed and is infringing, either literally or under the doctrine of equivalents, the '253 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, printers, including but not limited to the Accused Peel-Off/Self-Strip Printers.

89. The Accused Peel-Off/Self-Strip Printers infringe at least Claims 1, 12, and 14 of the '253 Patent.

90. Zebra has been and continues to be damaged by Intermec's infringement of the '253 Patent, in an amount to be determined at trial.

91. Zebra has suffered irreparable injury for which there is no adequate remedy at law and will continue to suffer such irreparable injury unless Intermec's infringement of the '253 Patent is permanently enjoined by this Court.

92. Intermec's infringement of the '253 Patent is exceptional, and thus, pursuant to 35 U.S.C. §285, entitles Zebra to its reasonable attorneys' fees and costs incurred in prosecuting this action.

SEVENTH CLAIM: INFRINGEMENT OF U.S. PATENT NO. 6,411,397

93. Zebra incorporates Paragraphs 1 through 92 of its Complaint as if fully set forth herein.

94. On June 25, 2002, the United States Patent and Trademark Office duly and legally issued the '397 Patent, entitled "Computer System for a Printer Which Stores and Operates Multiple Application Programs." A copy of the '397 Patent is attached as Exhibit G.

95. Intermec infringed and is infringing, either literally or under the doctrine of equivalents, the '397 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, printers, including but not limited to the Accused Smart Printers.

96. The Accused Smart Printers infringe at least Claims 9 and 15 of the '397 Patent.

97. Zebra has been and continues to be damaged by Intermec's infringement of the '397 Patent, in an amount to be determined at trial.

98. Zebra has suffered irreparable injury for which there is no adequate remedy at law and will continue to suffer such irreparable injury unless Intermec's infringement of the '397 Patent is permanently enjoined by this Court.

99. Intermec's infringement of the '397 Patent is exceptional, and thus, pursuant to 35 U.S.C. §285, entitles Zebra to its reasonable attorneys' fees and costs incurred in prosecuting this action.

EIGHTH CLAIM: INFRINGEMENT OF U.S. PATENT NO. 6,480,143

100. Zebra incorporates Paragraphs 1 through 99 of its Complaint as if fully set forth herein.

101. On November 12, 2002, the United States Patent and Trademark Office duly and legally issued the '143 Patent, entitled "Electronic Identification System." A copy of the '143 Patent is attached as Exhibit H.

102. Intermec infringed and is infringing, directly or indirectly, either literally or under the doctrine of equivalents, the '143 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, RFID readers and RFID tags, including but not limited to the Accused Readers and Accused Tags.

103. The Accused Readers and Accused Tags infringe at least Claims 1, 2, and 17 of the '143 Patent.

104. To the extent Intermec has not directly infringed Claims 1, 2, and 17 of the '143 Patent, Intermec, with knowledge of the '143 Patent, has indirectly infringed Claims 1, 2, and 17 by actively inducing its customers and end users to directly infringe Claims 1, 2, and 17.

105. The Accused Readers also infringe at least Claim 9 of the '143 Patent.

106. The Accused Tags also infringe at least Claims 10 and 11 of the '143 Patent.

107. Zebra has been and continues to be damaged by Intermec's infringement of the '143 Patent, in an amount to be determined at trial.

108. Zebra has suffered irreparable injury for which there is no adequate remedy at law and will continue to suffer such irreparable injury unless Intermec's infringement of the '143 Patent is permanently enjoined by this Court.

109. Intermec was notified of its infringement of the '143 Patent at least as early as May 10, 2011.

110. Intermec continued to infringe the '143 Patent after being notified.

111. Intermec's infringement of the '143 Patent is, and has been, willful.

112. Intermec's infringement of the '143 Patent is exceptional, and thus, pursuant to 35 U.S.C. §285, entitles Zebra to its reasonable attorneys' fees and costs incurred in prosecuting this action.

NINTH CLAIM: INFRINGEMENT OF U.S. PATENT NO. 6,784,787

113. Zebra incorporates Paragraphs 1 through 112 of its Complaint as if fully set forth herein.

114. On August 31, 2004 the United States Patent and Trademark Office duly and legally issued the '787 Patent, entitled "Identification System." A copy of the '787 Patent is attached as Exhibit I.

115. Intermec infringed and is infringing, directly or indirectly, either literally or under the doctrine of equivalents, the '787 Patent by making, using, offering to sell, and/or selling within the United States, and/or importing into the United States, without authority, RFID readers and RFID tags, including but not limited to the Accused Readers and Accused Tags.

116. The Accused Readers and Accused Tags infringe at least Claims 1-3 of the '787 Patent.

117. To the extent Intermec has not directly infringed Claims 1-3 of the '787 Patent, Intermec, with knowledge of the '787 Patent, has indirectly infringed Claims 1-3 by actively inducing its customers and end users to directly infringe Claims 1-3.

118. The Accused Tags also infringe at least Claims 14, 15, 24, and 25 of the '787 Patent.

119. Zebra has been and continues to be damaged by Intermec's infringement of the '787 Patent, in an amount to be determined at trial.

120. Zebra has suffered irreparable injury for which there is no adequate remedy at law and will continue to suffer such irreparable injury unless Intermec's infringement of the '787 Patent is permanently enjoined by this Court.

121. Intermec was notified of its infringement of the '787 Patent at least as early as May 10, 2011.

122. Intermec continued to infringe the '787 Patent after being notified.

123. Intermec's infringement of the '787 Patent is, and has been, willful.

124. Intermec's infringement of the '787 Patent is exceptional, and thus, pursuant to 35 U.S.C. §285, entitles Zebra to its reasonable attorneys' fees and costs incurred in prosecuting this action.

RELIEF REQUESTED

WHEREFORE, Zebra prays for the following judgment and relief against Intermec:

A. That Intermec has infringed the Patents-in-Suit;

B. That Intermec, its officers, agents, and employees, and those persons in active concert or participation with any of them, and their successors and assigns be permanently enjoined from infringement of the Patents-in-Suit, including but not limited to an injunction against making, using, offering to sell, and selling within the United States, and importing into the United States, any products covered by the Patents-in-Suit;

C. That Zebra be awarded all damages adequate to compensate it for Intermec's infringement of the Patents-in-Suit, such damages to be determined by a jury, and if necessary to adequately compensate Zebra for the infringement, an accounting and treble damages as a result of Intermec's willful infringement;

D. That Zebra be awarded pre-judgment and post-judgment interest at the maximum rate allowed by law;

E. That this case be declared an exceptional case within the meaning of 35 U.S.C. §285 and that Zebra be awarded its reasonable attorney fees, expenses, and costs incurred in connection with this action; and

F. That Zebra be awarded such other and further relief as this Court deems just and proper.

JURY DEMAND

Zebra hereby demands a trial by jury on all issues so triable.

Dated: December 10, 2012

Respectfully submitted,

/s/ Alan L. Barry

Alan L. Barry (alan.barry@klgates.com)
David A. Rammelt (david.rammelt@klgates.com)
Jason A. Engel (jason.engel@klgates.com)
Robert J. Barz (robert.barz@klgates.com)
Benjamin E. Weed (benjamin.weed@klgates.com)

K&L GATES LLP
70 W. Madison St., Suite 3100
Chicago, IL 60602
(312) 372-1121

**ATTORNEYS FOR PLAINTIFFS
ZEBRA TECHNOLOGIES CORPORATION AND
ZIH CORPORATION**