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6 **Attorney for Plaintiff**
7 My Nemesis, LLC, a California Limited Liability Corporation.

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **SAN FRANCISCO DIVISION**

11 **PATENT**

12 **MY NEMESIS, LLC**, a California Limited
13 Liability Corporation,

14 Plaintiff,

15 v.

16 **PARSYS TELEMEDICINE**, a French Joint Stock
17 Company; and Does 1 to 100

18 Defendants.

Case No. _____

COMPLAINT FOR PATENT

INFRINGEMENT

DEMAND FOR JURY TRIAL

19 Plaintiff My Nemesis, LLC (“**NEMESIS**”), by its undersigned attorney, for its complaint against
20 Defendant Parsys Telemedicine, a French Joint Stock Company (“**PARSYS**”), alleges on
21 personal knowledge as to its own acts and on information and belief as to the actions of others, as
22 follows:

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24 **I. NATURE OF ACTION**

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26 1. This is an action for patent infringement.
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1 2. Plaintiff NEMESIS is informed and believes, and thereupon alleges, that PARSYS has
2 been and is infringing, contributing to the infringement of, and/or actively inducing others to
3 infringe claims of U.S. Patent No. 9,107,597 (hereinafter referred as the “patent-in-suit” or the
4 ‘597 Patent).

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7 **II. PARTIES**

8 3. Plaintiff, My Nemesis, LLC (“NEMESIS”), is a domestic limited liability corporation
9 existing by and under the laws of the State of California with its principal place of business at
10 334 Santana Row San Jose, CA 95128.

11 4. Upon information and belief, Defendant Parsys Telemedicine (“PARSYS”) is a Joint
12 Stock Company having its principal place of business at 5-7, Avenue de Paris 94300
13 Vincennes – France.
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16 **III. JURISDICTION AND VENUE**

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18 5. This action arises under the patent laws of the United States, 35 U.S.C. § 1 et seq., 26
19 including 35 U.S.C. § 271. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§
20 1331 27 and 1338(a).

21 6. Upon information and belief, PARSYS is subject to personal jurisdiction by this Court.
22 PARSYS has committed such purposeful acts and/or transactions in the State of California that it
23 reasonably knew and/or expected that it could be hailed into a California court as a future
24 consequence of such activity. PARSYS makes, uses, and/or sells infringing products within the
25 Northern District of California and has a continuing presence and the requisite minimum
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1 contacts with the Northern District of California, such that this venue is a fair and reasonable
2 one.

3 7. Upon information and belief, PARSYS has transacted and, at the time of the filing of this
4 Complaint, is continuing to transact business within the Northern District of California.

5 8. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) because a substantial part
6 of the events giving rise to claims occurred in the Northern District of California.
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9 **IV. INTRA DISTRICT ASSIGNMENT**

10 11. This action is properly filed in the San Francisco Division of the U.S. District
11 Court for the Northern District of California pursuant to Civil L.R. 3-2(c) and (e) because a
12 substantial part of the events giving rise to the claims set forth in this Complaint occurred in or
13 near San Francisco.
14

15 12. This judicial district is the most convenient for the parties. PARSYS has
16 continuous and systematic contacts with San Francisco by virtue of selling the infringing
17 products within San Francisco. NEMESIS's principal place of business is within Santa Clara
18 County.
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21 **V. FACTUAL BACKGROUND**

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23 9. My Nemesis, LLC a limited liability corporation which has its primary business in the
24 State of California has obtained ownership of U.S. Patent No. 9,107,597 B2 referred hereinafter
25 as '597 patent (attached as Exhibit A) from the inventors and or their successors and assigns.
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1 10. The '597 patent describes an Apparatus, Device and Method for obtaining
2 Electrocardiograms.

3 11. Whereas Defendant PARSYS, a company situated at France imports and/or sells a
4 product called "ECG300G" or "CARDIALYS" (hereinafter the "infringing product") which
5 infringes upon one or more claims of the patent-in-suit.
6

7 12. The patent-in-suit claims embodiments comprising an apparatus containing a device
8 communicably coupled to two electrodes that may be positioned on a body of a subject for
9 obtaining 12 leads or 18 leads electrocardiogram.

10 13. These two electrodes may obtain signal parameters such as arm leads (I, II, III, AVR AVL
11 and AVF) and left chest leads (V1, V2, V3, V4, V5, V6) and right chest leads (V1R, V2R, V3R,
12 V4R, V5R, V6R).

13 14. These obtained signal parameters may be detected and collected by the device for
14 processing thereof and thus obtain 12 leads or 18 leads electrocardiogram that may be
15 transmitted to a health care provider for seeking health assistance based on the transmitted
16 electrocardiogram.
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18 15. Further, a method for obtaining the electrocardiogram using two electrodes is also claimed
19 in the patent-in-suit.

20 16. Plaintiff NEMESIS recently became aware of PARSYS' infringement of the patent-in-
21 suit.
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23 17. Plaintiff pleads for a judgment against the Defendant restraining the Defendant from
24 infringing Plaintiff's patent rights; and costs against the Defendant in respect of the proceeds
25 earned thus far in using and/or selling the infringing product.
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VI. PARSYS' ACTS OF INFRINGEMENT

18. Plaintiff NEMESIS is informed and believes, and thereupon alleges, that Defendant has made, used, sold, exported and/or offered for sale, and/or continued to make, use, sell, export and/or offer for sale, the infringing product in the United States, using the method and process claimed in the '597 patent. PARSYS's acts constitute direct infringement upon the '597 patent.

19. Plaintiff NEMESIS is informed and believes, and thereupon alleges, that PARSYS is the manufacturer of the infringing product which has directly infringed the '597 patent.

20. Plaintiff NEMESIS alleges that PARSYS sells within the U.S. an infringing apparatus which uses identical methods and processes as those claimed in the '597 patent.

21. The infringing product is a digital portable device that includes the capture of conventional 12 leads plus 6 additional leads – V7, V8, V9, V3R, V4R, V5R (or VE) – allowing 18-simultaneous lead ECG traces and it is an exact infringement of the patent-in-suit that claims an apparatus for performing one of 12 leads and 18 leads electrocardiogram on a body of a subject. (See Exhibit B, a claim chart clearly mapping the claims of the patent-in-suit to the Defendant's infringing product or methods)

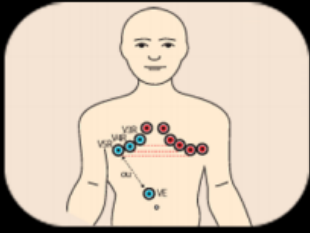
22. The patent-in-suit claims an apparatus comprising two electrodes, each of the two electrodes being adjustable on the body.

23. The Defendant's infringing product, when utilized in direct mode, the color Green and Red display two electrodes and various positions and demonstrate the adjustable nature of the two electrodes at one or more locations. Also, the Green rectangular area, demonstrates one or more positions for V5R to VE. (Exhibit B)


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Capture ECG

With a 18-Lead cable



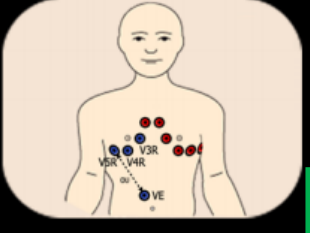
B Position the **V3R**, **V4R** and **V5R** electrodes (symmetrically from V3, V4 and V5).

 **V5R** can also be positioned in **VE** according to practice.


24. Further, the infringing product, as utilized in preview mode, the color Blue and Red showcases the two electrodes and various positions showcase the adjustable nature of such electrodes at one or more locations. Also the Green rectangular area discusses about one or more position for V5R to VE. (Exhibit B)

ECG Preview

With a 18-Lead cable



B Position the **V3R**, **V4R** and **V5R** electrodes (symmetrically from V3, V4 and V5).

 **V5R** can also be positioned in **VE** according to practice.

25. The patent-in-suit claims a device capable of being communicably coupled to the electrodes, the device configured to detect and collect the one or more recorded signal parameters for processing thereof and thereby determining one of 12 leads and 18 leads electrocardiogram.

1 26. Plaintiff NEMESIS alleges that PARSYS has copied the exact limitations of one or more
2 claims of the '597 patent. Such wholesale infringement can be seen from the infringing product's
3 wire electrodes connected to a box generating Bluetooth wireless transmissions to a PC or
4 Smartphone which is similar to the claim limitations of the '597 patent. (Exhibit B)

5 27. Plaintiff NEMESIS alleges that PARSYS' infringing product includes a feature called
6 *ECG timestamping* which is strikingly similar to that of a monitoring station as claimed in the
7 patent-in-suit as part of the first claim which describes how collected signal parameters are
8 processed prior to transmitting the determined electrocardiogram to a monitoring station.

9
10 (Exhibit B)

11 28. The '597 patent comprises an apparatus with a measurement module identifying locations
12 for placing an electrode. The location is calculated by analysis of received input from an
13 electrode and wherein the measurement module will display the information to a monitor by
14 which the exact location of the electrodes can be identified. Plaintiff NEMESIS alleges that
15 PARSYS has copied the patent-in-suit's method of identifying the position of the electrodes and
16 tracing the real time preview monitoring which is described in first claim of the patent-in-suit.

17
18 (Exhibit B)

19 29. Plaintiff NEMESIS alleges that PARSYS's infringing product includes a feature called
20 "ECG reading" in which data is sent to a PC automatically via Bluetooth radio link which is
21 similar to that of the sensor module described in the second claim of the '597 patent which is
22 used for detecting recorded signal parameters. After detecting the recorded signal parameters the
23 module will transform the enhanced signal parameters into an electrocardiogram display.

24 30. PARSYS's infringing product can be set to automatically capture and transmit an ECG
25 trace to a PC with the supplied software Telecardialys configured in "Direct" mode: direct
26 capture of an ECG trace, without preview. This software dialogues with the equipment via
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1 Bluetooth, displays the captured ECGs, prints the ECGs in several report modes, sends the
2 captured ECGs by e-mail, and archives and views the captured ECGs.

3 31. Plaintiff NEMESIS alleges that this feature is an exact infringement of the patent-in-suit
4 in respect of a processor module configured for analyzing and enhancing the signal parameters
5 and for transforming the enhanced signal parameters into an electrocardiogram display. (Exhibit
6 B)
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8 32. Plaintiff NEMESIS alleges that PARSYS has introduced a feature called “Calibration”
9 which acts as the reference electrode which is not used in direct measurement. This feature
10 infringes upon an apparatus described in second claim of the ‘597 patent that comprises at least
11 one dynamic reference electrode, the dynamic reference electrode, not involved in direct
12 measurement of an electrical dipole, the dynamic reference electrode shifting for each lead
13 measurement.
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16 **VII. Cause of Action**
17 **(Claim for Patent Infringement)**

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19 33. Plaintiff NEMESIS repeats and re-alleges every allegations set forth above.

20 34. By virtue of its ownership of the ‘597 patent, NEMESIS has acquired and continues to
21 maintain the right to sue thereon and the right to recover for infringement thereof.

22 35. NEMESIS is informed and believes, and on that basis alleges, that PARSYS’
23 infringement of the ‘597 Patent” has been and continues to be willful and deliberate.

24 36. NEMESIS is informed and believes, and on that basis alleges, that PARSYS, with
25 knowledge of the ‘597 Patent and its infringement, engaged in objectively reckless conduct by
26 selling and continuing to sell an infringing product in the face of an objectively high risk that the
27 infringing product infringes upon the ‘597 Patent.
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1 37. Upon information and belief, defendant PARSYS has infringed and continues to infringe
2 the '597 patent by making, selling, offering for sale products embodying the patented inventions
3 of the '597 patent, and will continue to do so unless enjoined by this Court.
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6 **VIII. PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff NEMESIS requests that the Court enter judgment in its favor and
8 against Defendant PARSYS on its Complaint as follows:

- 9 A. That PARSYS be held to have infringed upon the '597 patent.
- 10 B. That PARSYS, its subsidiaries, affiliates, parents, successors, assigns, officers,
11 agents, servants, employees, attorneys, and all persons acting in concert or in
12 participation with them, or any of them, be temporarily and preliminarily enjoined
13 during the pendency of this action, and permanently enjoined thereafter from
14 infringing, contributing to the infringement of, and inducing infringement of the
15 '597 patent, and specifically from directly or indirectly making, using, selling, or
16 offering for sale, any products or services embodying the inventions of the '597
17 patent during the life of the claims of the '597 patent, without the express written
18 authority of NEMESIS.
- 19 C. That PARSYS be directed to fully compensate Nemesis for all damages attributable
20 to PARSYS infringement of the '597 patent in an amount according to proof at
21 trial.
- 22 D. That this case be deemed exceptional.
- 23 E. That all damages awarded be trebled.
- 24 F. That PARSYS be ordered to deliver to NEMESIS, for destruction at NEMESIS
25 option, all products that infringe the '597 patent.
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- G. That PARSYS be required to account for all gains, profits, advantages, and unjust enrichment derived from its violation of law.
- H. That NEMESIS, be awarded reasonable attorney’s fees.
- I. That NEMESIS, be awarded the costs of suit and an assessment of interest.
- J. That NEMESIS have such other, further and different relief as the Court deems proper.

JURY DEMAND

Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

April 6, 2017

By /s/ Steven A. Nielsen
Steven A. Nielsen

Attorneys for Plaintiff
MY NEMESIS, LLC, a California Limited Liability Corporation