IN THE MATTER OF
CERTAIN HOSPITAL BEDS, AND
COMPONENTS THEREOF

Inv. No. 337-TA-___

COMPLAINT UNDER SECTION 337 OF
THE TARIFF ACT OF 1930, AS AMENDED

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# TABLE OF CONTENTS

I. INTRODUCTION ........................................................................................................ 1

II. THE PARTIES ........................................................................................................... 2
   A. Complainant Stryker ......................................................................................... 2
   B. Respondents Umano ......................................................................................... 3
   C. Prior Manufacturing Relationship Between the Parties .................................. 4

III. THE PRODUCTS AT ISSUE ..................................................................................... 7
   A. Complainant's Hospital Beds and Components Thereof ................................. 7
   B. Respondents' Hospital Beds and Components Thereof .................................. 9

IV. THE ASSERTED PATENTS AND NONTECHNICAL DESCRIPTIONS OF THE INVENTIONS ......................................................................................... 13
   A. Identification, Ownership, and Enforcement Rights of the Asserted Patents .......... 13
   B. Non-Technical Description of the Asserted Patents ........................................ 14
   C. Foreign Counterparts of the Respective Asserted Patents ............................... 21

V. UNFAIR ACTS – UMANO IS INFRINGING THE ASSERTED PATENTS .................. 21

VI. IMPORTATION AND SALE .................................................................................... 25

VII. HARMONIZED TARIFF SCHEDULE ITEM NUMBERS .......................................... 28

VIII. DOMESTIC INDUSTRY .......................................................................................... 28

IX. RELATED LITIGATION ............................................................................................ 32

X. REQUESTED RELIEF ............................................................................................... 33
EXHIBITS

Exhibit 1
U.S. Patent No. 7,082,630 (certified) ("'630 Patent").

Exhibit 2
U.S. Patent No. 7,690,059 (certified) ("'059 Patent").

Exhibit 3
U.S. Patent No. 7,784,125 (certified) ("'125 Patent").

Exhibit 4
U.S. Patent No. 8,701,229 (certified) ("'229 Patent").

Exhibit 5
Certified assignments for the '630 Patent, the '059 Patent, the '125 Patent, and the '229 Patent from the inventors to Stryker Corporation.

Exhibit 6
Claim charts for the '630 Patent and the Stryker InTouch® Bed.

Exhibit 7
Claim charts for the '059 Patent and the Stryker InTouch® Bed.

Exhibit 8
Claim charts for the '125 Patent and the Stryker InTouch® Bed.

Exhibit 9
Claim charts for the '229 Patent and the Stryker InTouch® Bed.

Exhibit 10
Claim charts for the '630 Patent and the Umano Snow Bed.

Exhibit 11
Claim charts for the '059 Patent and the Umano Snow Bed.

Exhibit 12
Claim charts for the '125 Patent and the Umano Snow Bed.

Exhibit 13
Claim charts for the '125 Patent and the Umano Cocoon Bed.

Exhibit 14
Claim charts for the '229 Patent and the Umano Snow Bed.

Confidential Exhibit 15
Confidential 03/02/2012 Independent Contractor Agreement between Stryker and Bertec ("Contractor Agreement").

Confidential Exhibit 16
Confidential 05/04/2012 Original Equipment and Contract Manufacturing Agreement between Stryker and Bertec ("Manufacturing Agreement").

Confidential Exhibit 17
Confidential 11/17/2010 Contract Manufacturing Agreement between Stryker Medical and Flextronics Sales and Marketing, Ltd.

Confidential Exhibit 18
Confidential 01/16/2015 Letter from Stryker’s Canadian Counsel to Groupe Bertec (Umano Medical Inc.) regarding Notice Pursuant to the Contractor Agreement and the Manufacturing Agreement.
Exhibit 23 07/30/2015 Webpage printout from YouTube website at https://www.YouTube.com/watch?v=MEnRNsVFqz0.
Exhibit 24 08/04/2015 Webpage printout of Ghislain Demers’ LinkedIn profile.
Exhibit 25 08/04/2015 Webpage printout of Robert Dion’s LinkedIn profile.
Exhibit 26 08/04/2015 Webpage printout of Denis Bourgault’s LinkedIn profile.
Exhibit 27 08/04/2015 Webpage printout of Christian Cariou’s LinkedIn profile.
Exhibit 28 11/20/2015 Webpage printout of Guy Lemire’s LinkedIn profile.
Exhibit 29 Umano Press Release “Yankee Alliance Announces New Agreement with Umano Medical.”
Exhibit 30 07/21/2015 LeSoleil Article entitled “Fabrication de lits d’hôpital: Umano Médical remporte son pari.”
Exhibit 31 Federal Corporation Information for Umano Medical Inc. and Umano Medical World Inc. from the Industry Canada Website, accessed 09/03/2015.
Exhibit 32 Stryker Corporation’s 2014 10-K.
Exhibit 34 09/04/2013 Beliveau Project Cost review Presentation by Bertec to Stryker.
Exhibit 36  Umano Product Literature entitled “Medical & Surgery Beds with Scale and Bed Exit” (“Umano Snow Specification Sheet”).


Exhibit 40  Umano Product Literature entitled “Medical & Surgery Beds with Scale and Bed Exit” (“Umano Snow Specification Sheet Version 2”).

Exhibit 41  Photographs of exemplary Umano Snow Product.


Exhibit 46  08/2014 Stryker Product Literature entitled “InTouch® Critical Care Bed Model FL27 (2130/2140) – Maintenance Manual.”


Exhibit 50  08/05/2015 Webpage printout from CHG Beds’ website at http://www.chgbeds.com/.

Exhibit 51  01/05/2015 Stryker Press Release “Stryker Acquires the Assets of CHG Hospital Beds, Inc.”
Exhibit 52


Exhibit 53


Exhibit 54


Confidential
Exhibit 55

Confidential Declaration of Jacob Hunter, dated January 28, 2016.

Confidential
Exhibit 56


Exhibit 57

Chart listing the foreign patents and patent applications that are presently understood to correspond or otherwise relate to each Asserted Patent.
APPENDICES
(Separately and concurrently submitted with the complaint)

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix A</td>
<td>Certified Prosecution History for the '630 Patent (&quot;630 Prosecution History&quot;) with three additional copies.</td>
</tr>
<tr>
<td>Appendix B</td>
<td>Four copies of each patent and technical reference mentioned in the '630 Prosecution History.</td>
</tr>
<tr>
<td>Appendix C</td>
<td>Certified Prosecution History for the '059 Patent (&quot;059 Prosecution History&quot;) with three additional copies.</td>
</tr>
<tr>
<td>Appendix D</td>
<td>Four copies of each patent and technical reference mentioned in the '059 Prosecution History.</td>
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<tr>
<td>Appendix E</td>
<td>Certified Prosecution History for the '125 Patent (&quot;125 Prosecution History&quot;) with three additional copies.</td>
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<tr>
<td>Appendix F</td>
<td>Four copies of each patent and technical reference mentioned in the '125 Prosecution History.</td>
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<tr>
<td>Appendix G</td>
<td>Certified Prosecution History for the '229 Patent (&quot;229 Prosecution History&quot;) with three additional copies.</td>
</tr>
<tr>
<td>Appendix H</td>
<td>Four copies of each patent and technical reference mentioned in the '229 Prosecution History.</td>
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I. INTRODUCTION

1. Complainant Stryker Corporation ("Stryker" or "Complainant"), a well-established medical device company based in the United States, respectfully requests that the U.S. International Trade Commission ("Commission") commence an investigation pursuant to Section 337 of the Tariff Act of 1930, as amended. See 19 U.S.C. § 1337 ("Section 337"). Complainant requests that the Commission remedy the unlawful importation into the United States, the sale for importation, offer for sale, and/or the sale within the United States after importation by the owner, importer, or consignee, of certain hospital beds and components thereof that infringe one or more of Complainant’s patents. More specifically, certain side rail mechanisms and electronic braking systems that are used in connection with hospital beds.

2. On information and belief, the proposed respondents, Umano Medical Inc. and Umano Medical World Inc. (collectively "Umano"), are companies headquartered in Canada. Umano has engaged, and continues to engage, in unfair acts in violation of Section 337 through the unlicensed importation, sale for importation, offer for sale, and/or sale after importation into the United States of hospital beds having certain side rail mechanisms and electronic braking systems, which include at least Umano’s OOK SNOW Med Surg Beds ("Umano Snow Bed") and OOK COCOON Long Term Care Beds ("Umano Cocoon Bed") (collectively, the "Umano Beds" or "Accused Products"). Umano Beds have been imported into the United States.

3. The Umano Beds infringe one or more claims of United States Patent Nos. 7,082,630 (the "'630 Patent"), 7,690,059 (the "'059 Patent"), 7,784,125 (the "'125 Patent"), and 8,701,229 (the "'229 Patent") (collectively the "Asserted Patents"), which are all owned by Stryker. Pursuant to Commission Rule 210.12(a)(9)(i), certified copies of the '630 Patent, the '059 Patent,
the '125 Patent, and the '229 Patent are attached to this Complaint as Exhibits 1 – 4, respectively. The relevant independent claims of the Asserted Patents are summarized in the following table.

<table>
<thead>
<tr>
<th>U.S. Pat. No.</th>
<th>Infringed Independent Claim(s)</th>
</tr>
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<tbody>
<tr>
<td>7,082,630</td>
<td>15</td>
</tr>
<tr>
<td>7,690,059</td>
<td>1 and 12</td>
</tr>
<tr>
<td>7,784,125</td>
<td>10</td>
</tr>
<tr>
<td>8,701,229</td>
<td>1 and 12</td>
</tr>
</tbody>
</table>

4. As required by Section 337(a)(2) and (3), a domestic industry exists and is well established in the United States for each of the Asserted Products and for products and technology protected by the Asserted Patents.

5. Upon information and belief, Complainant Stryker seeks a limited exclusion order pursuant to Section 337(d) excluding from entry into the United States all products imported by or on behalf of Umano that infringe one or more claims of any of the Asserted Patents. Complainant further seeks cease and desist orders pursuant to Section 337(f) directing Umano and those acting in conjunction with Umano to cease the importation, offering for sale, promotion, marketing, advertising, demonstration, and warehousing of inventory for distribution, sale, and use of such products within the United States.

II. THE PARTIES

A. Complainant Stryker

6. Complainant Stryker is a Michigan corporation having its principal place of business at 2825 Airview Boulevard, Kalamazoo, Michigan 49002. (See Exh. 32 at 1.)

7. Stryker was founded, and remains well-established, in the United States. Dr. Homer Stryker, an orthopaedic surgeon from Kalamazoo, Michigan, founded the Orthopedic Frame Company in 1946, the precursor to Stryker Corporation. After discovering that existing medical products were not meeting his patients' needs, Dr. Stryker invented new medical products,
including, *inter alia*, the turning frame, a mobile hospital bed that allowed for repositioning of injured patients while providing necessary body immobility; the cast cutter, a cast cutting apparatus that removed cast material without damaging underlying tissues; and the walking heel. Dr. Stryker's inventions were the first products to be offered for sale by the Orthopedic Frame Company.

8. Today, Stryker is a leading Fortune 500 medical technologies company that employs over 22,000 employees world-wide, yet remains based in its hometown of Kalamazoo, Michigan. Since its inception in 1946, Stryker has continued to research, develop, manufacture, and sell innovative hospital equipment including, *inter alia*, hospital beds. (*See generally Exh. 32.*)

9. Stryker has all right, title, and interest in the Asserted Patents. (*See Exh. 5.*)

B. Respondents Umano

10. On information and belief, Respondents Umano Medical Inc. and Umano Medical World Inc. are Canadian corporations that are organized and existing under the laws of the province of Québec and that have a shared principal place of business at 230, boulevard Nilus-Leclerc, L’Îslet, Québec, G0R 2C0, Canada. (*See Exh. 31.*)

11. Umano purports to be a medical technology company that manufactures and sells hospital equipment. Umano uses, sells, offers for sale, imports, and/or has imported into the United States, *inter alia*, hospital beds. (*See Exhs. 20 and 22.*)

12. Umano previously operated under the name of Groupe Bertec, Inc. ("Bertec"). (*See Exh. 19; Exh. 31 at 2 and 4.*) Like Umano, Bertec manufactured and sold medical equipment. (*See Exh. 21.*)
C. Prior Manufacturing Relationship Between the Parties

13. On December 3, 2010, Stryker Medical, a division of Stryker, contracted with a third-party company, Flextronics International Ltd. ("Flextronics"), to manufacture certain hospital bed products on behalf of Stryker Medical. (See Exh. 17.)

14. Shortly thereafter, on December 9, 2010, Stryker, Stryker Medical, and two other Stryker subsidiaries—Stryker Medical Québec, LP and Stryker Canadian Management Inc.—sold assets relating to its Stryker Medical Québec manufacturing business in L'Islet, Canada to a subsidiary of Flextronics.

15. On information and belief, Bertec was formed in 2011 to assume the manufacturing operations from Flextronics at the L'Islet facility and to supply Stryker with hospital bed products.

16. Bertec was established by four former Stryker and Flextronics employees. (See Exh. 20; see also Exhs. 24 – 27.) Specifically, Ghislain Demers, Robert Dion, and Denis Bourgault were each directors at Stryker Medical in Canada, while Christian Cariou was a General Manager at Flextronics. (See Exhs. 24 – 27.)

17. On March 2, 2012, Bertec and Stryker Medical entered into an Independent Contactor Agreement ("Contractor Agreement"). (See Exh. 15.) Under the Contractor Agreement, Bertec agreed to manufacture the Florence and Rose hospital beds for Stryker to Stryker's specifications (the "Stryker Project"). (Id. at Exhibit A.) Bertec further agreed that any patentable discovery, patent, or copyrightable work that arose from the Stryker Project would be the sole property of Stryker Medical. (Id. at §10.) Bertec expressly waived all rights to ownership of any patent rights arising directly or indirectly from the Stryker Project as well as any royalty or compensation of any kind. (Id.)

18. On May 4, 2012, Bertec and Stryker entered into an Original Equipment and Contract Manufacturing Agreement ("Manufacturing Agreement"). (See Exh. 16.) As part of the
Manufacturing Agreement, Stryker retained Bertec to manufacture and supply hospital bed components exclusively for Stryker. (*Id.*) Stryker granted and Bertec agreed to a non-exclusive, worldwide, royalty-free license during the term of the Manufacturing Agreement to use Stryker’s intellectual property only as necessary to perform Bertec’s obligations under the Manufacturing Agreement. (*Id. at §10.7(1).*)

19. About a year later, on September 4, 2013, Bertec offered to sell a prototype hospital bed to Stryker (the “Beliveau Bed”). (*See Exh. 34.*) The Beliveau Bed was designed using Stryker intellectual property pursuant to the Contractor Agreement and Manufacturing Agreement. As illustrated below, the foot end of the Beliveau Bed display was even marked with Stryker’s trademark. (*Id. at 9.*) Stryker ultimately decided not to pursue further commercialization of the Beliveau Bed using Stryker technology from Bertec.

20. On December 16, 2014, Bertec informed Stryker that it intended to compete with Stryker in the hospital bed market.

21. In January 2015, Stryker learned that Bertec, now operating under the Umano name, was marketing a bed akin to the Beliveau Bed. This bed was the Umano Snow Bed. As illustrated below, in addition to being unusually similar in appearance, the accused Umano Snow Bed and the Beliveau Bed strikingly share many features, including, *inter alia*, a one-handed siderail.
mechanism, a bed exit alarm, and a user controller. (Compare Exh. 34 at 1, 9, with Exh. 36 at 1 and Exh. 41 at 17.) The Umano literature further indicates that a variation of the Umano Snow Bed is available having electronic brakes. (See Exh. 37 at 29; Exh. 38 at 18 and 274.) A comparison of the Beliveau Bed to the Umano Snow Bed is shown below.

<table>
<thead>
<tr>
<th>BELIVEAU BED</th>
<th>UMANO SNOW BED</th>
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<tbody>
<tr>
<td>![Beliveau Bed](Exh. 34 at 1.)</td>
<td>![Umano Snow Bed](Exh. 36 at 1.)</td>
</tr>
<tr>
<td>![Beliveau Bed Controls](Exh. 34 at 9.)</td>
<td>![Umano Snow Bed Controls](Exh. 41 at 17.)</td>
</tr>
</tbody>
</table>

22. On January 16, 2015, Stryker notified Umano that it suspected a material violation of the Manufacturing Agreement and the Contractor Agreement, including Umano’s breach of its duty to maintain confidentiality. (See Exh. 18.) Umano denied the allegations and proceeded to market the Umano Snow Bed.

23. In late 2015, Stryker learned that Umano was marketing a second bed, the Umano Cocoon Bed, which shares certain of the infringing features of the Umano Snow Bed. (Compare Exh. 35 with Exh. 36.) For example, the Umano Snow Bed and Umano Cocoon Bed each provide a guiding mechanism that provides lateral movement of the siderail. (See Exh. 35 at 2; Exh. 36 at 2.)
III. THE PRODUCTS AT ISSUE

24. The products at issue pertain to hospital beds that facilitate increased mobility for patients and increased ease of use for hospital personnel. More specifically, the hospital beds and components thereof in this matter relate to certain side rail mechanisms and electronic braking systems that are used in connection with hospital beds.

A. Complainant’s Hospital Beds and Components Thereof

25. Stryker has a long and successful history in the United States of innovating medical devices that improve patient care, including the hospital beds at issue here. Stryker currently has a robust product offering of hospital beds in the United States and elsewhere around the world. The innovative hospital bed products at issue here include, inter alia, the Stryker InTouch® bed and the Stryker GoBed® II bed (collectively, the “Stryker Beds”), which are shown below. (See Exhs. 42 – 49.)

![InTouch®](#) ![GoBed® II](#)

26. Using these Stryker Beds, hospital personnel have improved care capabilities. For example, hospital personnel can operate the beds through one-handed operation of the siderails. Specifically, each of the Stryker Beds is equipped with a guiding mechanism and one-handed dampened siderail release mechanism that enables the user to alternate between a deployed position
and a stowed position through rotational movement of the siderail. (See Exh. 42 at 3–4; Exh. 47; see also Exhs. 6 and 8.)

27. Certain of the Stryker Beds also enable hospital personnel to provide improved care through systems for monitoring the status of the patient (e.g., bed exit status), as well as an electronic braking system, which electronically locks the bed’s wheels without requiring that the user bend or stretch to actuate manually each wheel or a central braking lever. (See Exh. 42 at 1–4; see also Exhs. 7 and 9.) As shown below, the brakes may be electrically and selectively actuated (e.g., triggered) via a user interface provided at the footboard and/or siderails. (Id.)

Exh. 43 at 6.

Exh. 42 at Cover.
B. Respondents’ Hospital Beds and Components Thereof

28. Umano’s products include the Umano Snow Bed and Umano Cocoon Bed. (See Exhs. 35–41.)

29. Umano has imported the accused Umano Snow Bed into the United States and has offered for sale, sold, and used the Umano Snow Bed across the United States, from North Carolina to Arizona. (See Exhs. 29–30 and 52–54.)

30. Umano targets customers in the United States and publicizes both the Umano Snow Bed and the Umano Cocoon Bed on its website. (See Exh. 22 at 1.) A portion of Umano’s website is shown below.

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Exh. 22 at 1.

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31. The illustrative Umano Beds are depicted below. (See Exh. 35 at 1; Exh. 36 at 1.)

32. Attached hereto are declarations by Stryker representatives, Thomas J. Hazar ("Hazar Declaration"), Carrie Woodard ("Woodard Declaration"), and Matt Poulk ("Poulk Declaration"), each of whom separately observed the Umano Snow Bed being offered for sale in the United States. (See Exhs. 52 – 54.)

33. Strikingly like the Stryker Beds, the Umano Snow Bed features, inter alia: one-handed release siderails that move laterally inward when stowed; and a powered safe brake with manual backup. (See Exhs. 37 and 38; see also Exhs. 35, 36, and 40.)

34. As with the Stryker Beds, the Umano Snow Bed is equipped with a one-handed dampened siderail release mechanism that enables the user to alternate between a deployed position and a stowed position through rotational movement of the siderail. (See Exh. 36 at 2 see also Exh. 10.)
35. As with the Stryker Beds, the Umano Snow Bed and Umano Cocoon Bed are each equipped with a guiding mechanism that provides lateral movement of the siderail towards and away from the patient support apparatus when the siderail is alternated between a deployed and a stowed position. (See Exh. 35 at 2; Exh. 36 at 2; see also Exhs. 12 and 13.)

36. The Umano Snow Bed includes an electronic braking system, which electronically locks the bed’s wheels without requiring the user to bend or stretch to actuate manually each wheel or a central braking lever. (See Exh. 37 at 3, 18, 24, 29; Exh. 38 at 18 and 274; see also Exhs. 11 and 14.) The brakes may be electrically and selectively actuated (e.g., triggered) via electronic brake controls provided at the footboard and/or siderails. (See id.) In addition to user actuation, the Umano Snow Bed automatically and electronically actuates the brakes after a predetermined time period has passed without bed movement. (See Exh. 37 at 18 and 29.)
37. As shown below, the Umano Snow Bed’s foot end user interface includes a plurality of electronic brake controls. (See Exh. 37 at 29; Exh. 38 at 18.)

Exh. 37 at 29.

Exh. 38 at 18.

38. As shown below, the Umano Maintenance Manual provides a circuit diagram for the Umano Snow Bed that illustrates four electric casters. (See Exh. 38 at 274 (Detail G).)
IV. THE ASSERTED PATENTS AND NONTECHNICAL DESCRIPTIONS OF THE INVENTIONS

A. Identification, Ownership, and Enforcement Rights of the Asserted Patents

39. As discussed above, the four Asserted Patents subject to this investigation are: U.S. Patent Nos. 7,082,630; 7,690,059; 7,784,125; and 8,701,229. The Asserted Patents are attached as Exhibits 1–4.

40. The '630 Patent duly and legally issued to Stryker as assignee on August 1, 2006, based on an application filed on November 1, 2004, which was published as US 2006/0090259 on May 4, 2006. The '630 Patent is entitled “Siderail Support Mechanism with Oblong Pivot Slot.” Each of the named inventors, Pascal Castonguay and Marco Morin, assigned all right, title, and interest in the '630 Patent to Stryker. Certified copies of the assignment documents, as duly filed with the U.S. Patent and Trademark Office, are attached hereto in Exhibit 5.

41. The '059 Patent duly and legally issued to Stryker as assignee on April 6, 2010, based on an application filed on December 18, 2006, which was published as US 2007/0157385 on July 12, 2007. The '059 Patent is entitled “Hospital Bed.” Each of the named inventors, Guy Lemire, Luc Petitpas, and Sebastien Lessard, assigned all right, title, and interest in the '059 Patent to Stryker. Certified copies of the assignment documents, as duly filed with the U.S. Patent and Trademark Office, are attached hereto in Exhibit 5.

42. The '125 Patent duly and legally issued to Stryker Canadian Management, Inc. as assignee on August 31, 2010, based on an application filed on September 19, 2008, which was published on June 4, 2009 as US 2009/0139028. The '125 Patent is entitled “Movable Siderail Apparatus for Use with a Patient Support Apparatus.” Each of the named inventors, Marco Morin, Pascal Castonguay, Guy Lemire, and Jean-Paul Dionne, assigned all right, title, and interest in the '125 Patent to Stryker Canadian Management, Inc., which was later transferred to Stryker by way
of assignment. Certified copies of the assignment documents, as duly filed with the U.S. Patent and Trademark Office, are attached hereto in Exhibit 5.

43. The '229 Patent duly and legally issued to Stryker as assignee on April 22, 2014, based on an application filed on February 24, 2011, which was published as US 2011/0162141 on July 7, 2011. The '229 Patent is entitled “Hospital Bed.” Each of the named inventors, Guy Lemire, Jean-Paul Dionne, Marco Morin, Richard Paré, Pascal Castonguay, Luc Petitpas, and David Kim Soui Wan Fong, assigned all right, title, and interest in the '229 Patent to Stryker. Certified copies of the assignment documents, as duly filed with the U.S. Patent and Trademark Office, are attached hereto in Exhibit 5.

44. Pursuant to 19 C.F.R. §§ 210.12 (a)(9)(i), (ii), and 210.12(c), accompanying this Complaint are:

- a certified copy of each Asserted Patent at Exhibit 1 ('630 Patent); Exhibit 2 ('059 Patent); Exhibit 3 ('125 Patent); and Exhibit 4 ('229 Patent);

- a certified copy and three additional copies of the prosecution history of each Asserted Patent, which are separately and concurrently submitted as Appendix A ('630 Patent (certified copy)); Appendix C ('059 Patent (certified copy)); Appendix E ('125 Patent (certified copy)); and Appendix G ('229 Patent (certified copy)); and

- four copies of each patent and technical reference document mentioned in each Asserted Patent’s prosecution history, which are separately and concurrently filed as Appendix B ('630 Patent); Appendix D ('059 Patent); Appendix F ('125 Patent); and Appendix H ('229 Patent).

B. Non-Technical Description of the Asserted Patents

1. The '630 Patent

45. The ’630 Patent is directed to a siderail support mechanism for a patient support apparatus (e.g., a hospital bed).

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1 This non-technical description does not construe the specification or any claim of the Asserted Patents and is not intended to do so.
46. The siderail support mechanism enables one-handed operation such that a user can alternatively place the siderail in a deployed or a stowed position through rotational movement of the siderail. The siderail support mechanism provides a locking mechanism that locks the siderail in the deployed position, but may be released to lower the siderail. The claimed siderail support mechanism includes a siderail coupled to two support arms (elements 20 and 30) that are pivotally coupled to a bottom cross-member (element 40) of the patient support, and a locking mechanism that locks the siderail in a deployed position. In operation, a release handle (element 145) unlocks the locking mechanism to lower the siderail to a stowed position.

47. The '630 Patent has 22 claims. Claims 1, 12, and 15 are independent claims. Claims 2 – 11 depend directly or indirectly from claim 1, claims 13 – 14 depend directly or indirectly from claim 12, and claims 16 – 22 depend directly or indirectly from claim 15. At this time, at least claims 15 – 18 and 20 are believed to be infringed by the Umano Snow Bed or components thereof, all of which are manufactured by Umano in Canada and then imported, offered for sale, sold, and used in the United States.
48. Representative claim 15 is directed to a siderail support mechanism comprising: a bottom cross-member having a first lower pivot and a second lower pivot; a first support arm having a first upper pivot shaft and a first lower pivot shaft, the first upper pivot shaft configured to pivotally attach to a siderail at a first upper pivot and the first lower pivot shaft configured to pivotally attach to the first lower pivot of the bottom cross-member; a second support arm having a second upper pivot shaft and a second lower pivot shaft, the second upper pivot shaft configured to pivotally attach to the siderail at a second upper pivot and the second lower pivot shaft configured to pivotally attach to the second lower pivot of the bottom cross-member; a locking mechanism in the siderail configured to engage one of the first and second support arms to prevent lowering of the siderail; and a release handle having a center of gravity located between the first and second upper pivot shafts and configured for one-handed unlocking and lowering of the siderail to a stowed position.

2. The '059 Patent

49. The '059 Patent is directed to a method of actuating a brake on a caster wheel of a patient support apparatus.
50. The patient support apparatus includes at least one manually operable brake for manually braking the caster wheels and a controller coupled to an actuator that selectively actuates the otherwise manually operable brake.

51. The '059 Patent has 16 claims. Claims 1 and 12 are independent claims. Claims 2 – 11 depend directly or indirectly from claim 1, and claims 13 – 16 depend directly or indirectly from claim 12. At this time, at least claims 1 – 2, 5 – 7, 12, and 15 – 16 are believed to be infringed by the Umano Snow Bed or components thereof, all of which are manufactured by Umano in Canada and then imported, offered for sale, sold, and used in the United States.

52. Representative claim 1 is directed to a method of actuating a brake on a caster wheel of a patient support apparatus to stop motion of the apparatus, the patient support apparatus including a support frame and a plurality of caster wheels supporting the frame, a patient support surface supported by the support frame, and at least one manually operable brake for manually braking the caster wheels, the patient support apparatus further including an actuator for selectively outputting a driving force and a control system, said method comprising: electrically coupling the control system to the actuator; generating actuating signals with said control system based on input from a user; transmitting the actuating signals to the actuator to thereby actuate the actuator to output a driving force; and mechanically coupling the driving force of the actuator with the manually operable brake to thereby actuate the manually operable brake and thereby brake the caster wheels.

3. The '125 Patent

53. The '125 Patent is directed to a movable siderail apparatus for use with a patient support apparatus. The movable siderail apparatus includes a guiding mechanism that provides
lateral movement of the siderail toward and away from the patient support apparatus as shown below.

Exh. 3 ('125 Patent), Figure 3g (deployed position).

Exh. 3 ('125 Patent), Figure 6f (stowed position).

54. The siderail support mechanism provides a siderail that is movable between a deployed position and a stowed position through rotational movement. The claimed siderail support mechanism includes a siderail coupled to two support arms that pivotally coupled to a bottom cross-member and a guiding mechanism that provides lateral movement of the siderail towards and away from the patient support apparatus during rotational movement of the siderail (i.e., between a deployed and a stowed position). As is best illustrated in Figures 3g and 6f of the '125 Patent, the siderail (10) is retracted when stowed and extended when deployed, thereby facilitating lateral movement of the siderail toward and away from the patient support apparatus.

55. The '125 Patent has 21 claims. Claims 1 and 10 are independent claims. Claims 2 – 9 depend directly or indirectly from claim 1, and claims 11 – 21 depend directly or indirectly from claim 10. At this time, at least claims 10 and 19 are believed to be infringed by the Umano Snow Bed, or components thereof, and at least claim 10 is believed to be infringed by the Umano Cocoon
Bed, or components thereof, each of which are manufactured by Umano in Canada and then imported, offered for sale, sold, and used in the United States.

56. Representative claim 10 is directed to a movable siderail apparatus for use with a patient support apparatus, the siderail apparatus comprising: a siderail having two or more upper pivots in a longitudinally spaced apart relationship; a cross-member having two or more lower pivots in a longitudinally spaced apart relationship, the cross-member being coupled to an intermediate frame or deck support of the patient support apparatus; a guiding mechanism operatively connected to the cross-member and the two or more lower pivots; and two or more support arms, a first end of each support arm pivotally connected to one of the two or more upper pivots of the siderail, a second end of each support arm pivotally connected to one of the two or more lower pivots; wherein the siderail is movable between a deployed position and a stowed position through rotational movement in a plane substantially vertical and substantially parallel to the longitudinal length of the patient support apparatus and wherein the guiding mechanism provides a means for lateral movement of the siderail toward and away from the patient support apparatus during rotational movement of the siderail.

4. The '229 Patent

57. The '229 Patent is directed to an apparatus and method for actuating a brake on a caster wheel of a patient support apparatus.
58. The patient support apparatus has at least one manually operable brake for manually
braking the caster wheels and a controller coupled to an actuator that selectively actuates the
manually operable brake.

59. The '229 Patent has 19 claims. Claims 1 and 12 are independent claims. Claims 2 –
11 depend directly or indirectly from claim 1, and claims 13 – 19 depend directly or indirectly from
claim 12. At this time, at least claims 1 – 4, 12, 14, and 19 are believed to be infringed by the
Umano Snow Bed or components thereof, all of which are manufactured by Umano in Canada and
then imported, offered for sale, sold, and used in the United States.

60. Representative claim 1 is directed to a method of actuating a brake on a caster wheel
of a patient support apparatus to stop motion of the apparatus, the patient support apparatus
including a support frame and a plurality of caster wheels supporting the frame, a patient support
surface supported by the support frame, and at least one manually operable brake for manually
braking the caster wheels, the patient support apparatus further including an actuator for selectively
outputting a driving force and a control system, said method comprising: electrically coupling the
control system to the actuator; generating actuating signals with said control system based on input
at the patient support apparatus; transmitting the actuating signals to the actuator to thereby actuate
the actuator to output a driving force; and mechanically coupling the driving force of the actuator with the manually operable brake to thereby actuate the manually operable brake and thereby brake the caster wheels.

C. Foreign Counterparts of the Respective Asserted Patents

61. The following is a list of current foreign patents and foreign applications that are presently understood to correspond or otherwise relate to the Asserted Patents:

- '630 Patent: Canadian Patent (CA2520093C);
- '059 Patent: WIPO (WO2007075701A3); European Patent Application (Application No. EP 6845825.6);
- '125 Patent: WIPO (WO2007019692A1); Canadian Patent (CA2619678C); European Patent Application (EP1916926) – granted in France, Germany, and Great Britain; and

62. Attached hereto as Exhibit 57 is a chart listing the foreign patents and patent applications that are presently understood to correspond or otherwise relate to each Asserted Patent and the status thereof. Stryker owns all right, title, and interest in and to each of these foreign patents and patent applications. On information and belief, other than the listed patents and applications, there are no other foreign patents corresponding to the Asserted Patents, and there are no other pending, rejected, or abandoned foreign patent applications corresponding to the Asserted Patents.

V. UNFAIR ACTS – UMANO IS INFRINGING THE ASSERTED PATENTS

63. On information and belief, Umano, without authorization, has been and still is infringing, contributing to the infringement of, and/or inducing infringement of each of the Asserted Patents in the United States. Umano’s unlawful and unfair acts include the importation into the
United States, sale for importation into the United States, or sale or imminent sale within the United States after importation of the infringing Umano Beds. Umano has violated, and continues to violate, Section 337 of the Tariff Act of 1930 in view of U.S. patent laws. Umano is not licensed under the Asserted Patents.

64. Umano manufactures its Umano Beds in Canada and imports or sells for importation into the United States its Umano Beds. (Exh. 41 at 18, “Made in Canada”; see also Exh. 35 at 2 and Exh. 36 at 2.) On information and belief, the Umano Snow Bed includes all the elements of at least claims 15–18 and 20 of the ’630 Patent; claims 1–2, 5–7, 12, and 15–16 of the ’059 Patent; claims 10 and 19 of the ’125 Patent; and claims 1–4, 12, 14, and 19 of the ’229 Patent, while the Umano Cocoon Bed includes all the elements of at least claim 10 of the ’125 Patent. As a result, at least these claims of the Asserted Patents are infringed in violation of Section 337(a)(1)(B)(i).

65. Umano has been offering the Umano Beds for sale in the United States as of at least April 30, 2015. (See Exhs. 52 and 53.) The Umano website identifies at least thirty-one sales representatives in the United States who facilitate orders of the Umano Beds in the United States. (See Exh. 22 at 2.) These representatives are located in various states throughout the United States, including Arizona, Arkansas, California, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Michigan, Minnesota, Missouri, Mississippi, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Vermont, Wyoming, and Wisconsin. (Id.) An email address and phone number for each representative is also provided through Umano’s website. (Id. at 3.) To demonstrate the magnitude of Umano’s presence in the United States, a demonstrative map is provided below, which is based on data from Umano’s website. (Id. at 2.)
66. On information and belief, Umano has sold the Umano Snow Bed in the United States. Umano has also entered into an agreement to sell the Umano Snow Bed through Yankee Alliance LLC ("Yankee Alliance"). (See Exh. 29 at 2.) The agreement, which covers at least the Umano Snow Bed, became effective July 1, 2015, and will remain in effect for a term of three years. (Id.) On information and belief, another agreement is being signed, or has been signed, with a very large American player – Health Trust – which has 168 hospitals and is the designated buyer of 1,350 Umano Snow Beds. (See Exh. 30 at 2.)

67. The descriptions of the Umano Beds and components thereof provided in Umano’s technical, instructional, and promotional literature confirm that the product infringes the claims of the Asserted Patents. As set forth herein, the Umano Snow Bed includes all of the elements, or equivalents thereof, of at least claims 15 – 18 and 20 of the ’630 Patent; claims 1 – 2, 5 – 7, 12, and 15 – 16 of the ’059 Patent; claims 10 and 19 of the ’125 Patent; and claims 1 – 4, 12, 14, and 19 of the ’229 Patent, while the Umano Cocoon Bed includes all of the elements, or equivalents thereof, of at least claim 10 of the ’125 Patent. Exhibits 35 – 40 are copies of Umano technical,

68. Pursuant to 19 C.F.R. § 210.12(a)(9)(vii), claim charts applying each of the asserted claims to the Umano Snow Bed are attached as Exhibit 10 (’630 Patent), Exhibit 11 (’059 Patent), Exhibit 12 (’125 Patent), and Exhibit 14 (’229 Patent). A claim chart applying the asserted claim of the ’125 Patent to the Umano Cocoon Bed is attached as Exhibit 13 (’125 Patent). In the event that any of the remaining, unasserted claims are infringed by Umano, a motion will be timely made to add these claims to the scope of the investigation.

69. The Umano Beds infringe the claimed methods during normal use by its customers and/or end-users. Umano provides technical, instructional and promotional literature, videos, and other instructions that also constitute evidence of active steps taken by Umano to knowingly induce and cause, urge, encourage, or aid its customers or end-users to use the Umano Beds in a manner that, on information and belief, Umano knows, or should have known, would cause them to practice the claimed methods. For instance, the Umano User Manual and the Umano Maintenance Manual each explicitly instruct the user to operate and test, prior to use, both the side rails and the brakes as-claimed. (See Exh. 38 at 23, 35 – 36, and 90 – 98; Exh. 39 at 14, 19, and 27.) Umano offers to sell, trials, advertises, markets and supplies the Umano Beds to customers and end-users with the intent that the Umano Beds practice the claimed methods. Moreover, Umano had knowledge of the Asserted Patents and the fact the Umano Beds infringe the Asserted Patents at least as of the service of this Complaint, if not sooner, e.g., in view of at least its prior manufacturing relation with Stryker for the manufacture of Stryker’s covered beds. (See Exhs. 15 and 16). Additionally, Umano had

2 The Umano Maintenance Manual addresses both the Umano Snow Bed and the Umano Cocoon Bed.
prior knowledge of at least the '059 Patent and the '229 Patent because the first named inventor, Guy Lemire, currently serves as Umano's Senior Designer. (See Exhs. 2, 4, and 28).

70. The features of the Umano Beds at issue (e.g., the side rails and the electronic brakes) are a material part of one or more of the Asserted Patents. Umano offers to sell, demonstrates and markets these features of the Umano Beds knowing that in normal use the Umano Beds incorporate the patented methods and/or were specially adapted for use in a way which it, its customers or end-users may practice the claimed methods. Umano's technical, instructional and promotional literature, videos, demonstrations and other instructions disclose use of the Umano Beds that practice the claimed methods.

71. The Umano Beds are not a staple article of commerce. The primary and substantial purpose of the infringing features of the Umano Beds is to practice the claimed methods. Umano offers for sale, demonstrates and markets its Umano Beds for use in hospitals as a hospital bed. The Umano Beds are not suitable for substantial non-infringing uses.

VI. IMPORTATION AND SALE

72. Umano manufactures its Umano Beds in Canada and imports the Umano Beds and/or components thereof into the United States. For example, the Umano Beds' specification sheets, which were obtained within the United States and target the U.S. market, state that the Umano Beds are "Made in Canada." (Exh. 35 at 2, "Made in Canada"; see also Exh. 36 at 2 and Exh. 37 at 3.) The Umano Beds have been imported into the United States. (See Exhs. 52 – 54).

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3 Guy Lemire is also named as an inventor on the '125 Patent. (See Exh. 3).
73. Further, the label affixed to an Umano Snow Bed shown and offered for sale in the United States similarly states that the Umano Snow Bed is “Made in Canada.” (Exh. 41 at 18.)

74. Umano targets customers in the United States and publicizes on its website that Umano has representatives in at least thirty-one states within the United States. (See Exh. 22 at 2.) To further promote the Umano Beds in the United States, Umano prepared videos, one of which was posted to YouTube.com as “Umano Medical ook snow new hospital bed (US version).” (See Exh. 23.)
75. Umano has also attended a number of fairs and tradeshows in the United States, where an Umano Snow Bed was on display, to promote and sell the Umano Beds, including fairs and tradeshows in at least North Carolina and Arizona.

76. On April 30, 2015, Umano displayed and offered for sale the Umano Snow Bed at a one-day conference sponsored by the North Carolina Organization of Nurse Leaders. (See Exh. 52 at ¶6; Exh. 53 at ¶6.) Umano’s booth at the North Carolina Organization of Nurse Leaders (“NCONL”) conference was located directly across from Stryker’s booth. (See Exh. 52 at ¶7; Exh. 53 at ¶8.) Carrie Woodard took a photograph of the Umano Snow Bed during the NCONL conference. (See Exh. 52 at ¶9, Woodard Exhibit A.)

77. Accompanying this Complaint as Exhibit 53 is the Poulk Declaration. Matt Poulk also observed the Umano Snow Bed and components thereof being displayed and offered for sale at the NCONL conference on April 30, 2015. (See Exh. 53 at ¶¶6 – 8.) Stryker acquired a brochure describing the Umano Snow Bed. (See Id. at ¶9, Poulk Exhibit A.) Mr. Poulk again observed the Umano Snow Bed and components thereof being displayed and offered for sale at NCONL conference on September 11, 2015. (Id. at ¶11.) Umano provided conference attendees a brochure describing the Umano Snow Bed. (See id. at ¶12, Poulk Exhibit B.)

78. On May 7, 2015, Umano again displayed and offered for sale the Umano Snow Bed at a one-day bed fair at the Phoenix V.A. Hospital located in Phoenix, Arizona (the “Bed Fair”). Accompanying this Complaint as Exhibit 54 is the Hazar Declaration. Thomas J. Hazar observed the Umano Snow Bed and components thereof being displayed and offered for sale at the Bed Fair. (See Exh. 54, at ¶¶6 – 7.) Following the Bed Fair, Mr. Hazar obtained a specification sheet and product literature describing the features of the observed Umano Snow Bed. (See Exh. 54 at ¶9, Hazar Exhibits A and B; see also Exhs. 36 – 37.) The Umano Snow Bed was subsequently entered
in a two-week bed trial at the Phoenix V.A. Hospital, which ran from September 14, 2015 through October 5, 2015. (See Exh. 54 at ¶10.) Mr. Hazar observed the Umano Snow Bed on a daily basis during the two-week bed trial. (Id.) Mr. Hazar learned that Umano Medical had provided a quotation to the Phoenix V.A. Hospital offering to sell its Umano Medical “Ook Snow” product during the Bed Trial. (Id.)

79. Additionally, in June 2015, Umano has actively entered the United States market with the Umano Snow Bed. Umano has contracted to sell the Umano Snow Bed through Yankee Alliance, an owner of Premier Healthcare Alliance, and a group purchasing organization (“GPO”) with more than 11,000 members (the “Yankee Agreement”). (See Exh. 29 at 2.) The Yankee Agreement covers at least the Umano Snow Bed and has a term of three years beginning on July 1, 2015. (Id.) On information and belief, another agreement is being signed, or has been signed, with a very large American player – Health Trust – which has 168 hospitals and is the designated buyer of 1,350 Umano Snow Beds. (See Exh. 30 at 2.)

VII. HARMONIZED TARIFF SCHEDULE ITEM NUMBERS

80. On information and belief, the Harmonized Tariff Schedule (“HTS”) of the United States item numbers under which the Accused Products have been imported into the United States include at least the following HTS numbers: 9402.90.0010 (hospital beds with mechanical fittings); and 9402.90.0020 (other medical or surgical furniture). The identified HTS numbers are intended for illustrative purposes only and are not exhaustive of the products accused of infringement in this Complaint, nor are the HTS numbers indicated here intended to limit the scope of the Investigation.

VIII. DOMESTIC INDUSTRY

81. As required by 19 U.S.C. § 1337(a)(2), a domestic industry, as defined by 19 U.S.C. § 1337(a)(3), exists in the United States with respect to the Asserted Patents. Since its development
in 1946 of the turning frame hospital bed in Kalamazoo, Michigan, where Stryker remains headquartered to this day. Stryker continues to research, develop, manufacture, and sell hospital beds.

82. Stryker, through its division Stryker Medical, manufactures hospital beds that practice at least one claim of each of the Asserted Patents, for which there has been a significant investment in plant and equipment, significant employment of labor or capital, and/or substantial investment in the exploitation of the Asserted Patents.

83. Attached hereto as Exhibits 6 – 9 are claim charts illustrating how exemplary independent claims of the Asserted Patents read on certain of the Stryker Beds or methods of using certain of the Stryker Beds, specifically, the InTouch® bed. Each of the Asserted Patents comprise at least one claim that covers the InTouch® bed, while at least the '630 Patent and '125 Patent comprise at least one claim that covers the GoBed® II.

84. Stryker Medical has made significant investment in plant and equipment with respect to the Asserted Patents in the United States. In 2004, Stryker expanded Stryker Medical’s manufacturing facilities in Portage, Michigan at a cost of roughly $32 million dollars. (See Exh. 33.) Stryker Medical’s Portage facilities manufacture patient care and handling equipment, including hospital beds, emergency room stretchers, and ambulance cots. (Id.) The Portage facilities continue to manufacture hospital beds to this date. (See Exh. 32 at 8.)

85. Stryker Medical has also employed significant labor and capital with respect to the Asserted Patents in the United States. Accompanying this Complaint as Confidential Exhibits 55 and 56 are the Declarations of Jacob Hunter and Kelly Parkhill, which provide information about Stryker’s employment of labor and capital in connection with the Stryker products covered by the Asserted Patents. (See Exh. 55 at 8 – 13; Exh. 56 at 8 – 16.) Specifically, the Stryker InTouch® bed
is covered by each of the Asserted Patents, while the Stryker GoBed® II bed is covered by at least the '630 Patent and the '125 Patent.

86. Stryker Medical operates a 435,000 square feet facility in Portage, Michigan, which includes a 12,000 square-foot warehouse for raw materials for Stryker Medical’s medical and surgical hospital bed products. (See Exh. 55 at 9.) Stryker Medical currently owns, operates, or leases numerous intermediary shipping warehouse facilities in the United States that provide, in aggregate, approximately 580,000 square feet of space and are used for storage, and, refurbishing services relating to Stryker Medical’s medical and surgical hospital bed products, including the GoBed® II and InTouch® beds. (See Exh. 56 at 13.)

87. Stryker Medical has directly expended more than ten million dollars annually over the past five years with a U.S. based logistics and supply chain management company in connection with logistical costs in the United States related to inbound raw materials, warehousing, and outbound finished goods delivery of Stryker Medical’s beds, including the GoBed® II and InTouch® beds. (See Exh. 55 at 13.)

88. Stryker Medical has expended substantial resources in on-hand finished goods available for sale for the GoBed® II bed. (Id. at 10.) Stryker Medical has spent over one hundred million dollars since December 2005 in manufacturing GoBed® II beds that are installed in support of Stryker Medical’s U.S. commercial presence, placed in hospitals participating in clinical trials, or involved in various research activities. (Id.) The GoBed® II bed has been deployed in thousands of hospitals in the United States. (Id.)

89. Stryker Medical has expended substantial resources in finished goods available for sale for the InTouch® bed. (Id. at 11.) Stryker Medical has spent over one hundred million dollars since June 2006 in manufacturing InTouch® beds that are installed in support of Stryker Medical’s
U.S. commercial presence, placed in hospitals participating in clinical trials, or involved in various research activities. (Id.) The InTouch® bed has also been deployed in thousands of hospitals in the United States. (Id.)

90. Stryker Medical has invested substantially in the exploitation of its medical and surgical hospital bed products in the United States. Stryker Medical has manufactured or purchased thousands of GoBed® II and InTouch® beds for sale in the United States. (Id. at 12.) Stryker Medical anticipates manufacturing or purchasing several thousand GoBed® II and InTouch® beds annually over the next five years. (Id.)

91. As of December 31, 2015, Stryker Medical employed over one hundred engineering and technical personnel in the United States whose employment pertains to the patented subject matter of the GoBed® II and InTouch® beds, including dozens of employees working in research and development, several employees in the United States involved in manufacturing, and over one hundred technical support employees in the United States that provide ongoing support, repair, and maintenance of the GoBed® II and InTouch® beds. (See Exh. 56 at 9.)

92. Of the technical support employees, a substantial majority are service technicians located throughout the United States that facilitate on-site repair of the InTouch® and GoBed® II beds, in addition, service technicians are located in Portage, Michigan and facilitate telephonic trouble shooting of the InTouch® and GoBed® II beds. (Id. at 10.) Stryker Medical currently leases over one hundred service vehicles annually for use by technical support employees to facilitate service and repair of the GoBed® II and InTouch® beds. (Id.)

93. In 2015, for example, Stryker service technicians in the United States expended several million dollars in service technician time in connection with the service and repair of the GoBed® II and InTouch® beds, some of which was performed under warranty. (Id. at 11.) To
facilitate the service and repair of the GoBed® II and InTouch® beds in the United States, Stryker Medical maintains several million dollars in on-hand service parts, of which approximately half are warehoused at Stryker Medical’s facility in Portage, Michigan, with the remainder being stored by Stryker service technicians throughout the United States. (Id. at 12.)

94. From 2003 to the present, Stryker Medical has paid several million in payroll to engineering and technical personnel in the United States, whose employment pertains to the engineering and technical aspects of the GoBed® II and InTouch® beds, including the patented subject matter. (Id. at 9.) From August 2004 to the present, Stryker Medical has also invested several million in R&D in connection with developing and clinically studying each of the GoBed® II bed and the InTouch® bed. (Id. at 15 – 16.) While the Asserted Patents are subject to intercompany licenses within Stryker, no third parties are licensed under the Asserted Patents.

95. Stryker’s investment in patient support technology has continued with Stryker Medical’s acquisition of privately held CHG Hospital Beds, Inc. (“CHG Beds”) in January 2015. (See Exh. 51; see also Exh. 50 at 1.) CHG Beds provides unique and innovative products to the medical and surgical hospital market. (See Exh. 50 at 1.)

IX. RELATED LITIGATION

96. In Canadian Federal Court, Stryker and Umano are parties to a patent infringement action, captioned Stryker Corporation and Stryker Canada LP v. Umano Médical Inc. and Umano Médical World Inc., Court File Number is T-191-16 (the “Canadian Action”). The Canadian Action was filed concurrently with this Complaint by Stryker and presently involves Canadian Patent No. 2,619,678, which is related to the ’125 Patent. (See Exh. 57.)

97. Other than the litigation described above, there has been no foreign or domestic court or agency litigation involving the Asserted Patents.
X. REQUESTED RELIEF

By reason of the foregoing, Complainant request that the Commission:

98. Institute an immediate investigation pursuant to Section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. § 1337, into the unlawful importation into the United States, the sale for importation into the United States, and/or the sale or offer for sale within the United States after importation of certain hospital beds and components thereof, made by or on behalf of Umano, that directly infringe or induce or contribute to the infringement of one or more claims of the Asserted Patents;

99. Schedule and conduct a hearing pursuant to 19 U.S.C. § 1337 for the purposes of (i) receiving evidence and hearing argument concerning whether there has been a violation of 19 U.S.C. § 1337, and (ii) following the hearing, determine that there has been a violation of Section 337 of the Tariff Act of 1930;

100. Issue a permanent limited exclusion order pursuant to 19 U.S.C. § 1337(d)(1) excluding the entry into the United States of all of the Umano Beds and components thereof that directly infringe or induce or contribute to the infringement of one or more claims of the Asserted Patents and that are manufactured, imported, or sold by or on behalf of Umano, its affiliates, subsidiaries, successors, or assigns;

101. Issue a permanent cease and desist order pursuant to 19 U.S.C. § 1337(f) prohibiting Umano, its affiliates, subsidiaries, successors, and assigns from marketing, advertising, demonstrating, distributing, offering for sale, selling, supporting, or transferring (including the movement or shipment of inventory in the United States) any of Umano's products and components thereof that directly infringe or induce or contribute to the infringement of one or more claims of the Asserted Patents;
102. Impose a bond during the Presidential Review period, pursuant to 19 U.S.C. § 1337(j), on importation or sale of any of the Umano Bed products and components thereof that directly infringe or induce or contribute to the infringement of one or more claims of the Asserted Patents; and

103. Issue such additional and further relief as the Commission deems just and proper, based on the facts determined by the investigation and within the Commission’s authority.

Respectfully submitted,

Date: February 1, 2016

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