

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

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BROADSIGN INTERNATIONAL, LLC,	:
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	:
Plaintiff,	: Civil Action No.: 1:16-cv-04586 (LTS)
	:
v.	: JURY TRIAL REQUESTED
	:
T-REX PROPERTY AB,	:
	:
Defendant.	:
_____	x

**DECLARATION OF SANDRA BEAUCHESNE IN OPPOSITION
TO DEFENDANT T-REX PROPERTY AB'S MOTION
TO DISMISS THE AMENDED COMPLAINT**

I, Sandra Beauchesne, hereby declare as follows:

1. I am a Canadian patent agent and a principal at IPDELTA Inc, a patent consulting firm located in Montreal, Canada. I am an advisor on intellectual property matters to plaintiff BroadSign International LLC ("BroadSign"). As such, I am fully familiar with the facts and circumstances set forth below. I make this declaration based on my personal knowledge, in opposition to the motion by Defendant T-Rex Property, AB ("T-Rex) to dismiss the Amended Complaint in this action.

T-Rex Has Accused BroadSign's Products of Infringing the Patents-in-Suit

2. BroadSign supplies hardware and software solutions to its customers, which are considered the end users of these products, including operators of networks of digital displays.

3. Since 2012, T-Rex Property AB has filed at least 59 cases against digital signage media owners and vendors alleging infringement of one or more of the following patents: U.S.

Patent Number 6,430,603 (“603 Patent”), U.S. Patent Number 7,382,334 (“334 Patent”), and U.S. Patent Number RE39,470 (“470 Patent”) (collectively, the “patents-in-suit”).

4. To date, T-Rex has filed at least seven patent-infringement lawsuits against BroadSign's customers. These suits include: *T-Rex Property AB v. ContextMedia Health, LLC*, Case No. 1:16-cv-04826 (N.D. Ill. July 11, 2016); *T-Rex Property AB v. Admirable, LLC*, Case No. 1:16-cv-6915 (N.D. Ill. July 1, 2016); *T-Rex Property AB v. Health Media Network, LLC*, Case No. 1:16-cv-05673 (N.D. Ill. May 27, 2016); *T-Rex Property AB v. Adaptive Micro Systems, LLC*, Case No. 1:16-cv-05667 (N.D. Ill. May 27, 2016); *T-Rex Property AB v. JCDecaux North America, Inc. et al.*, Case No. 4:16-cv-303 (E.D. Tex. May 9, 2016); *T-Rex Property AB v. Blue Outdoor, LLC et al.*, 1:16-cv-733 (S.D.N.Y. February 1, 2016); and *T-Rex Property AB v. Adspace Networks, Inc.*, Case No. 1:15-cv-09073 (S.D.N.Y. November 18, 2015). Public records indicate that T-Rex has settled 5 of these cases; only the cases against Adaptive Micro Systems and ContextMedia Health are still pending.

5. In the case against ContextMedia Health, the Amended Complaint, a copy of which is annexed as Exhibit A, T-Rex specifically accuses BroadSign's "Digital Waiting Room Screen" as infringing each of the three patents-in-suit. Exh. A at ¶¶ 49, 55, 64, 69 and 78. BroadSign sold the hardware and software comprising the “Digital Waiting Room Screen” to ContextMedia Health. BroadSign confirmed to me that it is the only supplier of that Accused Product for ContextMedia Health.

6. In the case against Admirable, T-Rex identified the infringing devices and systems only as the “digital signage network.” A copy of the Complaint is annexed as Exhibit B; see ¶¶ 48, 56, and 63. While T-Rex did not identify a specific product, BroadSign sold and delivered what can be characterized as a “digital signage network” system to Admirable. It is

apparent that BroadSign's product was the target of T-Rex's infringement allegations against Admirable.

7. In the case against Health Media Network ("HMN"), T-Rex identified the infringing devices and systems only as the "digital health media advertising network." A copy of the Complaint is annexed as Exhibit C; *see* ¶¶ 48, 49, 55, 56, 61, and 62. While T-Rex did not identify a specific product in the Complaint, by letter dated July 21, 2016, HMN's counsel advised BroadSign that "HMN's platform for its digital advertising network is the software that it has licensed from BroadSign." A copy of that letter is annexed as Exhibit D.

8. In the case against Adaptive Micro Systems, T-Rex identified the infringing devices and systems "digital network that uses Ooh! Media software." A copy of the Complaint is annexed as Exhibit E; *see* ¶¶ 48, 56, and 63. While T-Rex did not identify a specific product, BroadSign sold and delivered what can be characterized as a "digital network" to Adaptive Micro Systems. It is apparent that BroadSign's product was the target of T-Rex's infringement allegations against Adaptive Micro Systems.

9. In the case against JCDecaux, the Complaint, a copy of which is annexed as Exhibit F, specifically accuses BroadSign's "Showscreens," the "Mallscape network," "digital billboards," and the "digital airport advertising network, including the Prestige network" as infringing each of the three patents-in-suit. Exh. F at ¶¶ 30, 31, 48, 49, 64, and 65. BroadSign sold the hardware and software comprising these products to JCDecaux.

10. In the case against Blue Outdoor, T-Rex identified the infringing devices and systems as a "digital place-based media network." A copy of the Complaint is annexed as Exhibit G; *see* ¶¶ 35, 51 and 65. While T-Rex did not identify a specific product, BroadSign sold and delivered what can be characterized as a "digital place-based media network" to Blue

Outdoor. Again, it is apparent that BroadSign's product was the target of T-Rex's infringement allegations against Blue Outdoor.

11. In the case against Adspace, T-Rex identified the infringing devices and systems only as the "Digital Mall Network." A copy of the Complaint is annexed as Exhibit H; *see* ¶¶ 21 and 29. BroadSign sold the hardware and software comprising these products to Adspace, and it is apparent that BroadSign's product was the target of T-Rex's infringement allegations against Adspace.

12. T-Rex's accusations of patent infringement and threats of litigation, as well as actual lawsuits filed by T-Rex against companies in the digital display industry, has harmed BroadSign's relationships with its customers and interfered with BroadSign's ability to do business under the cloud of potential litigation.

13. Several of BroadSign's customers who have been sued by T-Rex including JCDecaux, ContextMedia Health, and HMN have written to BroadSign to put it on notice of the suit, and have demanded that BroadSign defend and/or indemnify them against the claims asserted by T-Rex, identifying provisions in their respective license agreements that support their requests. Copies of such letters sent on behalf of JC Decaux and ContextMedia Health are annexed as Exhibit I and J respectively. A copy of the letter sent on behalf of HMN is Exh, D.

14. Other suppliers with whom BroadSign competes, including Prismview LLC, Quality Systems Technology, Inc., and Time-O-Matic, LLC d/b/a Watchfire have been sued for patent infringement by T-Rex. *See* Exhs. K, L, and M respectively. In addition to Prismview and Watchfire entering into settlement agreements with T-Rex, at least two other suppliers including Daktronics, Inc. and Formetco, Inc. have entered into license agreements and/or covenants-not-to-sue with T-Rex. Copies of statements made on the suppliers' websites and

copies of articles in LEDs Magazine and *Billboard Insider* discussing these agreements are annexed collectively as Exhibit N.

T-Rex Demanded That BroadSign Take a License

15. On June 21, 2016, I contacted T-Rex to request a meeting with T-Rex to discuss a potential business arrangement. A copy of my e-mail is annexed as Exhibit O. BroadSign's President and CEO, Burr Smith, and I met with T-Rex's CEO, Mats Hylin on June 28, 2016, in a meeting room in Landvetter Airport Conference, Gothenburg, Sweden. At the meeting, Mr. Smith explained that some of the companies sued by T-Rex are BroadSign's customers. We discussed, among other things, prior art I had found that we believe invalidates the patents-in-suit and other T-Rex patents, and BroadSign's business proposal that, based on the strength of that art, whether T-Rex would agree to dismiss its pending lawsuits against BroadSign's customers and give BroadSign a covenant not to sue that would cover BroadSign and its customers. BroadSign agreed to provide the prior art to T-Rex for its appraisal. There was no discussion of a license agreement at that meeting. T-Rex and BroadSign continued the discussions by e-mail and phone.

16. In the first week of July, 2016, and without prior discussion of a license, Mats Hylin sent BroadSign a "Patent Agreement" agreement (a copy of which is annexed as Exhibit P). Under that agreement, in exchange for an undetermined payment by BroadSign, T-Rex would give BroadSign a fully paid up non-exclusive license to practice the '603, '334 and '470 Patents as well as "all other Patents that are now owned or controlled by T-Rex in the United States and Canada . . . and all current and future counterparts, parent applications, originals, divisionals, continuations, continuations-in-part, continuation prosecution applications, provisional applications, reissues, re-examinations or extensions of any of the foregoing and all

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