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7

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

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11 Carrum Health, Inc.,) CASE NO.:
12)
13 Plaintiff,) **COMPLAINT FOR**
14) **DECLARATORY JUDGMENT OF**
15 v.) **NON-INFRINGEMENT OF U.S.**
16 MDSave Shared Services, Inc. and MDSave, Inc.,) **PATENT NOS. 9,123,072; 11,030,665;**
17) **11,244,370; 11,315,160; AND**
18) **11,341,556**
19) **DEMAND FOR JURY TRIAL**
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1 Plaintiff Carrum Health, Inc. (“Carrum”) hereby seeks a declaratory judgment of non-
2 infringement of United States Patent Nos. 9,123,072; 11,030,665; 11,244,370; 11,315,160; and
3 11,341,556 as follows:

4 **NATURE OF THE ACTION**

5 1. This is an action for a declaratory judgment of non-infringement arising under the
6 patent laws of the United States, Title 35 of the United States Code. Carrum requests this relief
7 because Defendants MDsave Shared Services, Inc. and MDsave, Inc. (collectively, “MDsave”)
8 claim that Carrum infringes U.S. Patent Nos. 9,123,072 (the “’072 Patent”); 11,030,665 (the
9 “’665 Patent”); 11,244,370 (the “’370 Patent”); 11,315,160 (the “’160 Patent”); and 11,341,556
10 (the “’556 Patent”) (collectively, the “Asserted Patents”) by “offer[ing] a variety of services.”¹
11 MDsave’s affirmative allegations of infringement of the Asserted Patents has created a
12 justiciable controversy between Carrum and MDsave.

13 2. As a result of MDsave’s communication to Carrum of its intention to pursue
14 claims of infringement of the Asserted Patents against Carrum, Carrum is under reasonable
15 apprehension of suit by MDsave.

16 **PARTIES**

17 3. Plaintiff Carrum is a Delaware corporation with its principal place of business
18 located at 395 Oyster Point Boulevard, South San Francisco, California 94080.

19 4. On information and belief, Defendant MDsave Shared Services, Inc. is a
20 Delaware corporation with its principal place of business at 100 Winners Circle North, Suite 202,
21 Brentwood, Tennessee 37027.

22 5. On information and belief, Defendant MDsave, Inc. is a Delaware corporation
23 with its principal place of business at 100 Winners Circle North, Suite 202, Brentwood,
24 Tennessee 37027.

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¹ See, e.g., Ex. 1 at 60.

1 **JURISDICTIONAL STATEMENT**

2 6. This action arises under the Declaratory Judgment Act, 28 U.S.C. § 2201, and
3 under the patent laws of the United States, 35 U.S.C. §§ 1-390.

4 7. This Court has subject matter jurisdiction over this action under 28 U.S.C.
5 §§ 1331, 1338(a), and 2201(a).

6 8. This Court has personal jurisdiction over MDsave. According to its public
7 statements, MDsave is “co-located in Brentwood, Tenn[essee], and San Francisco, Calif[ornia],”
8 which is in this District.² At least four MDsave employees are based in the San Francisco Bay
9 Area, including MDsave’s Chief Technology Officer, Product Management Lead, Principal
10 Software Engineer, and a UX Designer.³ On information and belief, MDsave also maintains
11 office space in San Francisco, California. MDsave is at home in this District and maintains
12 continuous and systematic contacts with this District, and therefore this District has personal
13 jurisdiction over MDsave.

14 9. In addition, this suit arises out of and relates to MDsave’s contacts with the State
15 of California and this District. MDsave’s Chief Technology Officer, who is located in San
16 Francisco, California, is a named inventor of the asserted ’160 Patent. MDsave has also alleged
17 that its web platform practices or implements each of the Asserted Patents.⁴ This MDsave web
18 platform has a dedicated page for California, inviting prospective users to “FIND
19 PROCEDURES IN CALIFORNIA,” listing doctors located in California, and inviting California
20 residents to “Ask your doctor to join MDsave” with a link to a flyer to provide to one’s doctor.⁵
21 The MDsave web platform further purports to be governed by “Terms & Conditions” directed to
22 California residents, providing: “If you are a resident of California, you specifically waive
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24 ² See, e.g., Ex. 2 (<https://www.linkedin.com/company/MDsave/>) at 1; Ex. 3
25 (<https://www.MDsave.com/media/MDsave-rated-klas-research>) at 2.

26 ³ Ex. 4.

27 ⁴ Ex. 1 at 10, 20, 29, 35, and 51.

28 ⁵ Ex. 5 (<https://www.MDsave.com/california>).

1 California Civil Code §1542, which states”⁶ In addition, on information and belief, aspects
2 of MDsave’s web platform, which MDsave contends practices the Asserted Patents, were
3 designed and developed in this District by MDsave employees.

4 10. Moreover, MDsave has purposely directed into California and this District its
5 enforcement activities regarding the Asserted Patents and related patents. On October 22, 2015,
6 counsel for MDsave sent a letter to Carrum at its offices in San Mateo in this District to the
7 attention of its Chief Executive Officer, who at the time lived and worked in this District and
8 continues to live and work in this District.⁷ The letter specifically referred to one of the Asserted
9 Patents and “recommend[ed] that Carrum Health carefully review MDsave’s issued patent and
10 their growing portfolio with counsel to assess whether the ‘072 patent or the recently allowed
11 ‘081 application are relevant to the online healthcare marketplace products and/or services that
12 Carrum Health is currently offering or developing.”⁸

13 11. On January 3, 2022, Liquidax Capital, LLC (“Liquidax”) issued a press release
14 that “it is now representing MDsave in the execution and program management of the company’s
15 patent and technology licensing program within the Direct-to-Consumer (DTC) healthcare
16 market.”⁹ The press release referred to MDsave’s “portfolio of intellectual property assets that
17 currently include nine (9) patent families and over twenty-five (25) patents and/or patents
18 pending,” and asserted that “Companies in the Direct-to-Consumer (DTC) Healthcare space may
19 not realize that they need to obtain a patent license from MDsave.”¹⁰

20 12. On January 7, 2022, Liquidax sent a letter to Carrum’s Chief Executive Officer in
21 San Mateo, California, in which it described itself as an “intellectual property (‘IP’) management
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23 ⁶ Ex. 6 (<https://www.mdsave.com/termsandconditions>) at 16.

24 ⁷ Ex. 7.

25 ⁸ *Id.* at 1-2.

26 ⁹ Ex. 8 ([https://www.einnews.com/pr_news/559698434/liquidax-partners-with-mdsave-to-
27 execute-patent-licensing-program-for-direct-to-consumer-dtc-healthcare-markets](https://www.einnews.com/pr_news/559698434/liquidax-partners-with-mdsave-to-
27 execute-patent-licensing-program-for-direct-to-consumer-dtc-healthcare-markets)) at 2.

28 ¹⁰ *Id.* at 3 & 4.

1 firm” that “exclusively represent[s] MDsave, Inc. and its sister organization MDsave Shared
2 Services, Inc. (together known as ‘MDsave’) in the administration of its business-to-business
3 patent and technology licensing programs.”¹¹ The letter further referred to Carrum “products and
4 services relating to an online marketplace in which transactions of medical services and
5 payments are facilitated” and alleged that the “Carrum solution is overlapping in specific areas
6 with the MDsave intellectual property portfolio.”¹² The letter attached a spreadsheet titled
7 “MDsave Shared Services Patent Portfolio” that listed each of the Asserted Patents or the patent
8 application that led to it.¹³ The January 7, 2022 letter asked Carrum to “review and discuss the
9 aforementioned patents with your technical and legal staff” and “get back to us as soon as
10 possible—ideally by January 21st, 2022.”¹⁴

11 13. On January 28, 2022, Carrum’s counsel responded to Liquidax requesting that all
12 correspondence regarding the matter be directed to counsel.¹⁵

13 14. On or around February 20, 2022, on behalf of MDsave, Liquidax provided to
14 Carrum a presentation asserting the “MDsave patent portfolio covers a variety of technology
15 concepts important to operate online healthcare services.”¹⁶ The presentation also asserted that
16 “Carrum Health is using MDsave’s patented technology.”¹⁷ The presentation specifically
17 discussed the ’072 Patent, asserted there was an “Implementation by MDsave,” and included
18 slides showing side-by-side claim language from the ’072 Patent with “Evidence from Carrum
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22 ¹¹ Ex. 9 at 1.

23 ¹² *Id.* at 2.

24 ¹³ *Id.* at 3-6.

25 ¹⁴ *Id.* at 2.

26 ¹⁵ Ex. 10.

27 ¹⁶ Ex. 11 at 3.

28 ¹⁷ *Id.* at 6.

1 Health Website.”¹⁸ The presentation included similar slides for the ’665 Patent.¹⁹ The
2 presentation concluded with the allegation that: “Carrum Health offers [a] variety of services
3 that are using technologies patented by MDsave. These patents are - US9123072B2, and
4 US11030665B2.”²⁰

5 15. On or around June 7, 2022, on behalf of MDsave, Liquidax provided to Carrum a
6 “Follow up” version of the presentation addressed to Carrum’s Chief Executive Officer and
7 General Counsel.²¹ This version accused Carrum of infringing all five of the Asserted Patents,
8 concluding: “Carrum Health offers a variety of services that are using technologies patented by
9 MDsave. These patents are - US9123072B2, US11315160B2, US20220005098A1,
10 US11244370B2, US11030665B2, and perhaps others,” where US20220005098A1 corresponds
11 to the U.S. patent application that led to the ’556 Patent, which had in fact issued at the time.²²
12 The presentation also included slides for each patent, asserting there was an “Implementation by
13 MDsave” and comparing claim language from each patent to “Evidence from Carrum Health
14 website.”²³

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16 16. In July 2022, on behalf of MDsave, Liquidax provided to Carrum a document
17 titled “Summary of Key Terms” for “MDsave, Inc. / MDsave Shared Services, Inc. Intellectual
18 Property Portfolio Patent License & Opportunity.”

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20 17. On August 11, 2022, Carrum’s Chief Operating Officer had a discussion by phone
21 with an MDsave representative at Liquidax regarding, among other things, the Summary of Key
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23 ¹⁸ *Id.* at 9-18.

24 ¹⁹ *Id.* at 20-29.

25 ²⁰ *Id.* at 31.

26 ²¹ Ex. 12 at 1.

27 ²² *Id.* at 52.

28 ²³ *Id.* at 9-50.

1 Terms. Shortly thereafter, Liquidax provided Carrum another presentation again accusing
2 Carrum of “offer[ing] services that are using technologies patented by MDsave,” and identifying
3 those patents as the five Asserted Patents here as well as an additional U.S. Patent Publication
4 No. 17/715,973.²⁴

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6 18. On August 17, 2022, Liquidax provided Carrum a document with “Expanded
7 Summaries & Representative Claims” of the Asserted Patents and additional MDsave patents.

8 19. This District has personal jurisdiction over MDsave because it has engaged in
9 actionable conduct directed at Carrum, including attempts to license and/or enforce its patents in
10 this District, and other conduct directed at this District relating to this action including promoting
11 and, on information and belief, designing and developing its own web platform in this District
12 which it contends practices the Asserted Patents, and employing one of the named inventors in
13 this District.

14 20. Venue is proper in this district under 28 U.S.C. § 1391. A substantial part of the
15 events giving rise to Carrum’s claims occurred in this district, and MDsave is subject to personal
16 jurisdiction here, as discussed above. For example, in February and June of this year, MDsave
17 provided to Carrum, which is headquartered in this District, presentations expressly accusing
18 Carrum of infringing the Asserted Patents and mapping alleged evidence and analysis of the
19 operation of Carrum’s products and services to the claims of the Asserted Patents.

20 21. Due to the circumstances discussed above, an immediate, real, and justiciable
21 controversy exists between Carrum and MDsave as to whether Carrum is infringing or has
22 infringed the Asserted Patents. In addition, shortly before Liquidax began communicating with
23 Carrum about the Asserted Patents on MDsave’s behalf, MDsave had sued three defendants in
24 the Western District of Texas for alleged infringement of the ’072 Patent and a related patent.
25 *See MDsave, Inc. v. Sesame, Inc. et al.*, Case No. 21-1338 (W.D. Tex.).

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²⁴ Ex. 1 at 60.

1 **INTRADISTRICT ASSIGNMENT**

2 22. For purposes of intradistrict assignment under Civil Local Rules 3-2(c) and 3-
3 5(b), this Intellectual Property Action will be assigned on a district-wide basis.

4 **FIRST CAUSE OF ACTION**

5 **NON-INFRINGEMENT OF U.S. PATENT NO. 9,123,072**

6 23. Carrum repeats and realleges each and every allegation set forth in the above
7 paragraphs and incorporates them by reference herein.

8 24. MDsave claims to own all rights, title, and interest in and under the '072 Patent.
9 A true and correct copy of the '072 Patent is attached hereto as Exhibit 13.

10 25. Carrum does not directly or indirectly infringe the '072 Patent, either literally or
11 under the doctrine of equivalents, at least because neither Carrum's products nor services
12 comprise or utilize any apparatus or system claimed in the independent claims of the '072 Patent,
13 nor perform any method claimed in the independent claims of the '072 Patent.

14 26. As to claim 1, neither Carrum's products nor services comprise or utilize an
15 "apparatus for facilitating purchases of healthcare services offered by healthcare service
16 providers, the apparatus comprising: an application server providing a network service that is
17 accessible to a plurality of users through a plurality of client systems communicatively coupled
18 to the application server via a network; and a data storage system storing a service offer database
19 that is maintained by the application server, the service offer database comprising a plurality of
20 service offer information records respectively associated with a plurality of service offers, the
21 plurality of service offers including at least one service offer for a bundled set of healthcare
22 services, each service offer information record comprising an indication of a primary healthcare
23 service of the associated service offer, a purchase price for the associated service offer, an
24 indication of a corresponding healthcare service provider for the primary healthcare service, a
25 payment amount for the primary healthcare service, and compensation information for the
26 primary healthcare service, and wherein, upon being accessed by a user of one of the client
27 systems, the network service is operable to receive an indication from the client system of a
28 selected service offer being selected from the plurality of service offers for purchase by the user,

1 wherein, upon receiving purchase information for the user specifying a funding source to use for
2 purchasing the selected service offer from the client system, the network service is operable to
3 issue a request to the funding source for funds corresponding to the purchase price included in
4 the service offer information record associated with the selected service offer to process a
5 purchase of the selected service offer by the user, and wherein the network service is operable to,
6 upon processing the purchase of the selected service offer by the user: generate a respective
7 purchase information record for the purchase that comprises a unique confirmation number for
8 the purchase, an indication of the corresponding healthcare service provider for the primary
9 healthcare service for the purchased service offer, an indication of a corresponding healthcare
10 service provider for each of any secondary healthcare service of the purchased service offer, and
11 an indication of whether, for each of the primary healthcare service and any secondary healthcare
12 service of the purchased service offer, the purchase has been redeemed with respect to the
13 healthcare service that is initially set to indicate that the purchase has not been redeemed with
14 respect to the healthcare service, store the respective purchase information record for the
15 purchase within a transaction information database that is maintained within the data storage
16 system by the application server, and transmit a set of voucher information to the client system
17 generated based on the respective purchase information record for the processed purchase for
18 rendering a voucher for the user within a user interface implemented at the client system that
19 specifies the unique confirmation number for the purchase, the corresponding healthcare service
20 provider for the primary healthcare service for the purchased service offer, and the corresponding
21 healthcare service provider for each of any secondary healthcare service of the purchased service
22 offer.”

23 27. For example, neither Carrum’s products nor services comprise or utilize “an
24 application server providing a network service . . . wherein, upon receiving purchase information
25 for the user specifying a funding source to use for purchasing the selected service offer from the
26 client system, the network service is operable to issue a request to the funding source for funds
27 corresponding to the purchase price included in the service offer information record associated
28 with the selected service offer to process a purchase of the selected service offer by the user”, nor

1 “wherein the network service is operable to . . . transmit a set of voucher information to the client
2 system generated based on the respective purchase information record for the processed purchase
3 for rendering a voucher for the user within a user interface implemented at the client system that
4 specifies the unique confirmation number for the purchase, the corresponding healthcare service
5 provider for the primary healthcare service for the purchased service offer”. nor “based on the
6 respective purchase information record for the processed purchase for rendering a voucher for
7 the user within a user interface implemented at the client system that specifies the unique
8 confirmation number for the purchase, the corresponding healthcare service provider for the
9 primary healthcare service for the purchased service offer.”

10 28. As to claim 13, neither Carrum’s products nor services perform a “method for
11 facilitating purchases of healthcare services offered by healthcare service providers, the method
12 comprising: providing, at an application server, a network service that is accessible to a plurality
13 of users through a plurality of client systems communicatively coupled to the application server
14 via a network; maintaining, in a data storage system, a service offer database comprising a
15 plurality of service offer information records respectively associated with a plurality of service
16 offers, where the plurality of service offers include at least one service offer for a bundled set of
17 healthcare services, and each service offer information record comprises an indication of a
18 primary healthcare service of the associated service offer, a purchase price for the associated
19 service offer, an indication of a corresponding healthcare service provider for the primary
20 healthcare service, a payment amount for the primary healthcare service, and compensation
21 information for the primary healthcare service; receiving, from one of the client systems being
22 operated by a user to access the network service, an indication of a selected service offer being
23 selected from the plurality of service offers for purchase by the user and purchase information
24 for the user specifying a funding source purchasing the selected service offer; issuing a request to
25 the funding source for funds corresponding to the purchase price included in the service offer
26 information record associated with the selected service offer to process a purchase of the selected
27 service offer by the user; generating a respective purchase information record for the purchase
28 that comprises a unique confirmation number for the purchase, an indication of the

1 corresponding healthcare service provider for the primary healthcare service for the purchased
2 service offer, an indication of a corresponding healthcare service provider for each of any
3 secondary healthcare service of the purchased service offer, and an indication of whether, for
4 each of the primary healthcare service and any secondary healthcare service of the purchased
5 service offer, the purchase has been redeemed with respect to the healthcare service that is
6 initially set to indicate that the purchase has not been redeemed with respect to the healthcare
7 service; storing the respective purchase information record for the purchase within a transaction
8 information database that is maintained within the data storage system; and transmitting a set of
9 voucher information to the client system generated based on the respective purchase information
10 record for the processed purchase for rendering a voucher for the user within a user interface
11 implemented at the client system that specifies the unique confirmation number for the purchase,
12 the corresponding healthcare service provider for the primary healthcare service for the
13 purchased service offer, and the corresponding healthcare service provider for each of any
14 secondary healthcare service of the purchased service offer.”

15 29. For example, neither Carrum nor its product perform a “method . . . comprising . .
16 . receiving, from one of the client systems being operated by a user to access the network service,
17 an indication of a selected service offer being selected from the plurality of service offers for
18 purchase by the user and purchase information for the user specifying a funding source
19 purchasing the selected service offer”, nor do they “issue[] a request to the funding source for
20 funds corresponding to the purchase price included in the service offer information record
21 associated with the selected service offer to process a purchase of the selected service offer by
22 the user”, nor do they “transmit[] a set of voucher information to the client system generated
23 based on the respective purchase information record for the processed purchase for rendering a
24 voucher for the user within a user interface implemented at the client system that specifies the
25 unique confirmation number for the purchase, the corresponding healthcare service provider for
26 the primary healthcare service for the purchased service offer.”

27 30. As to claim 25, neither Carrum’s products nor services comprise or utilize a
28 “system for facilitating purchases of healthcare services offered by healthcare service providers,

1 the system comprising: an application server providing a network service; a plurality of client
2 systems configured to communicatively couple to the application server via a network to access
3 the network service; and a data storage system storing a service offer database that is maintained
4 by the application server, the service offer database comprising a plurality of service offer
5 information records respectively associated with a plurality of service offers, the plurality of
6 service offers including at least one service offer for a bundled set of healthcare services, each
7 service offer information record comprising an indication of a primary healthcare service of the
8 associated service offer, a purchase price for the associated service offer, an indication of a
9 corresponding healthcare service provider for the primary healthcare service, a payment amount
10 for the primary healthcare service, and compensation information for the primary healthcare
11 service, and wherein, upon being accessed by a user through operation of one of the client
12 systems, the network service is operable to receive an indication from the client system of a
13 selected service offer being selected from the plurality of service offers for purchase by the user,
14 wherein, upon receiving purchase information for the user specifying a funding source for
15 purchasing the selected service offer from the client system, the network service is operable to
16 issue a request to the funding source for funds corresponding to the purchase price included in
17 the service offer information record associated with the selected service offer to process a
18 purchase of the selected service offer by the user, and wherein the network service is operable to,
19 upon processing the purchase of the selected service offer by the user: generate a respective
20 purchase information record for the purchase that comprises a unique confirmation number for
21 the purchase, an indication of the corresponding healthcare service provider for the primary
22 healthcare service for the purchased service offer, an indication of a corresponding healthcare
23 service provider for each of any secondary healthcare service of the purchased service offer, and
24 an indication of whether, for each of the primary healthcare service and any secondary healthcare
25 service of the purchased service offer, the purchase has been redeemed with respect to the
26 healthcare service that is initially set to indicate that the purchase has not been redeemed with
27 respect to the healthcare service, store the respective purchase information record for the
28 purchase within a transaction information database that is maintained within the data storage

1 system by the application server, and transmit a set of voucher information to the client system
2 generated based on the respective purchase information record for the processed purchase for
3 rendering a voucher for the user within a user interface implemented at the client system that
4 specifies the unique confirmation number for the purchase, the corresponding healthcare service
5 provider for the primary healthcare service for the purchased service offer, and the corresponding
6 healthcare service provider for each of any secondary healthcare service of the purchased service
7 offer.”

8 31. For example, neither Carrum’s products nor services comprise or utilize a “a
9 network service . . . wherein, upon receiving purchase information for the user specifying a
10 funding source for purchasing the selected service offer from the client system, the network
11 service is operable to issue a request to the funding source for funds corresponding to the
12 purchase price included in the service offer information record associated with the selected
13 service offer to process a purchase of the selected service offer by the user,” nor “wherein the
14 network service is operable to. . . transmit a set of voucher information to the client system
15 generated based on the respective purchase information record for the processed purchase for
16 rendering a voucher for the user within a user interface implemented at the client system that
17 specifies the unique confirmation number for the purchase, the corresponding healthcare service
18 provider for the primary healthcare service for the purchased service offer, and the corresponding
19 healthcare service provider for each of any secondary healthcare service of the purchased service
20 offer.”

21 32. A substantial, immediate, and real controversy therefore exists between Carrum
22 and MDsave regarding whether Carrum infringes the ’072 Patent. A judicial declaration is
23 appropriate and necessary to determine the parties’ respective rights regarding the ’072 Patent.

24 33. Carrum seeks a judgment declaring that Carrum does not directly or indirectly
25 infringe any claim of the ’072 Patent.

1 **SECOND CAUSE OF ACTION**

2 **NON-INFRINGEMENT OF U.S. PATENT NO. 11,030,665**

3 34. Carrum repeats and realleges each and every allegation set forth in the above
4 paragraphs and incorporates them by reference herein.

5 35. MDsave claims to own all rights, title, and interest in and under the '665 Patent.
6 A true and correct copy of the '665 Patent is attached hereto as Exhibit 14.

7 36. Carrum does not directly or indirectly infringe the '665 Patent, either literally or
8 under the doctrine of equivalents, at least because neither Carrum's products nor services
9 comprise or utilize any apparatus claimed in the sole independent claim of the '665 Patent.

10 37. As to claim 1 neither Carrum's products nor services comprise or utilize an
11 "apparatus comprising: a processor; and a memory operably coupled with the processor, wherein
12 the memory comprises processor executable program instructions configured that when executed
13 by the processor cause the apparatus to implement a database server communicatively coupled to
14 an application server configured with a machine learning algorithm, and a data store; the
15 application server comprising: a customer portal; a provider portal; and a virtual payment system
16 manager linked to the customer portal and the provider portal; the application server providing a
17 network service to a plurality of users through a plurality of client systems via a communication
18 network, the network service being accessible via a graphical user interface provided by a client
19 application implemented on each of the client systems; the data store maintained by the
20 application server comprising: a service offer database storing a bundled set of healthcare service
21 offers linked to at least one of: a customer profile database configured to register users thereby
22 providing user's personal information for purchasing healthcare services; a physician profile
23 database configured to register and maintain records of individual physician offering healthcare
24 services; a condition information database configured to register and maintain information
25 records for various health conditions and diseases for which corresponding healthcare services
26 are offered; a hospital system profile database configured to register and maintain account
27 information records for hospital system administrators providing pre-paid healthcare services; an
28 available service database configured to register and maintain records of various healthcare

1 services offered by at least one of: a physician; and a hospital; and a transaction information
2 database configured to maintain records of purchases made by registered users; and a transaction
3 information database configured to maintain records of purchases made by registered users; and
4 a virtual money account database configured to maintain records of virtual funds of each of the
5 registered users, physicians and hospitals involved in a virtual payment in a transaction
6 marketplace system; the application server using the machine learning algorithm instructs the
7 service offer database to store each healthcare service provider service corresponding to the user
8 selection via a graphical user interface, and the application server displays via the customer
9 portal the bundled set of service offers including pricing of associated service offer via the
10 graphical user interface that matches the users' selection; the customer portal is configured to
11 allow the user to select a healthcare service offer from the bundled set of service offers for
12 purchase by the user via the graphical user interface on a selected date, time and location,
13 wherein the purchase comprises payment comprising a plurality of selected virtual funds
14 assigned to the user, the virtual funds comprise at least one funding source comprising
15 promotional credit having an expiration date, and the virtual funds are selected in chronological
16 order in which the funds were assigned to the user until the sum of selected virtual funds values
17 is at least equal to the purchase price; the service offer database is configured to store the
18 information retrieved from the user and the application server displays via the customer portal a
19 purchase price for the associated service offer, an indication of a corresponding healthcare
20 provider for the healthcare service, a corresponding payment amount for the healthcare service,
21 wherein the price is an optimized price set based on the user's capacity to pay determined as a
22 function of the user's remaining insurance deductible; the virtual payment system manager is
23 configured to allocate and distribute the virtual funds in the transaction marketplace system to
24 the virtual accounts of at least one of: a physician; a hospital; and a customer; the provider portal
25 upon receiving purchase information from the user for purchasing the selected service offer for
26 the optimized price generates a voucher specifying a unique confirmation number within a user
27 interface configured in the customer portal, the voucher comprising a description of the purchase
28 specifying the corresponding healthcare provider for the healthcare service for the purchased

1 service offer redeemable from the corresponding healthcare service provider, wherein the
2 voucher is configured to remain invalid to redeem the purchased offer until a prescription for the
3 purchased offer is received and verified.”

4 38. For example, neither Carrum’s products nor services comprise or utilize an
5 “application server [that] displays via the customer portal a purchase price for the associated
6 service offer . . . wherein the price is an optimized price set based on the user's capacity to pay
7 determined as a function of the user’s remaining insurance deductible” nor a “virtual payment
8 system manager . . . configured to allocate and distribute the virtual funds in the transaction
9 marketplace system to the virtual accounts of at least one of: a physician; a hospital; and a
10 customer” nor a “portal” that “generates a voucher specifying a unique confirmation number
11 within a user interface configured in the customer portal, the voucher comprising a description of
12 the purchase specifying the corresponding healthcare provider for the healthcare service for the
13 purchased service offer redeemable from the corresponding healthcare service provider, wherein
14 the voucher is configured to remain invalid to redeem the purchased offer until a prescription for
15 the purchased offer is received and verified.”

16 39. A substantial, immediate, and real controversy therefore exists between Carrum
17 and MDsave regarding whether Carrum infringes the ’665 Patent. A judicial declaration is
18 appropriate and necessary to determine the parties’ respective rights regarding the ’665 Patent.

19 40. Carrum seeks a judgment declaring that Carrum does not directly or indirectly
20 infringe any claim of the ’665 Patent.

21 **THIRD CAUSE OF ACTION**

22 **NON-INFRINGEMENT OF U.S. PATENT NO. 11,244,370**

23 41. Carrum repeats and realleges each and every allegation set forth in the above
24 paragraphs and incorporates them by reference herein.

25 42. MDsave claims to own all rights, title, and interest in and under the ’370 Patent.
26 A true and correct copy of the ’370 Patent is attached hereto as Exhibit 15.

1 43. Carrum does not directly or indirectly infringe the '370 Patent, either literally or
2 under the doctrine of equivalents, at least because neither Carrum, nor its products, nor its
3 services perform any method claimed in either independent claim of the '370 Patent.

4 44. As to claim 1, neither Carrum nor its products or services performs a “method
5 comprising: receiving, by a processor via a graphical user interface, user input comprising user
6 preferences; presenting, by the processor via the graphical user interface, a set of bundled
7 healthcare service offers comprising at least one drug for which a prescription is required,
8 wherein the set of bundled healthcare service offers is displayed as a function of a machine
9 learning algorithm based on the user input; receiving, by the processor via the graphical user
10 interface, user selection of a bundled healthcare service comprising at least one drug for which a
11 prescription is required from the set of bundled healthcare service offers, wherein the bundled
12 healthcare service is selected for pre-paid purchase to receive the bundled healthcare service on a
13 selected date, time and location; determining, by the processor, a healthcare provider and a pre-
14 paid purchase price for the selected bundled healthcare service, wherein the pre-paid purchase
15 price is set by the processor based on the user's capacity to pay determined by the processor as a
16 function of the user's remaining insurance deductible; and in response to receiving, by the
17 processor via the graphical user interface, information to purchase the selected bundled
18 healthcare service: generating, by the processor, a voucher redeemable to receive the purchased
19 bundled healthcare service from the healthcare provider, wherein the voucher specifies a unique
20 confirmation number for the purchase and the corresponding service provider for each service of
21 the purchased bundled healthcare service, and wherein for each service or product in the
22 purchased bundled healthcare service for which a prescription is required, the voucher does not
23 become valid until a prescription has been received and verified; presenting, by the processor,
24 the voucher to the user within the graphical user interface; and issuing, by the processor, the
25 prescription required for at least one service or at least one product in the purchased bundled
26 healthcare service.”

27 45. For example, neither Carrum, nor its products, nor its services “generat[e] . . . a
28 voucher redeemable to receive the purchased bundled healthcare service from the healthcare

1 provider, wherein the voucher specifies a unique confirmation number for the purchase and the
2 corresponding service provider for each service of the purchased bundled healthcare service, and
3 wherein for each service or product in the purchased bundled healthcare service for which a
4 prescription is required, the voucher does not become valid until a prescription has been received
5 and verified;” nor “present[] . . . the voucher to the user within the graphical user interface” nor
6 “issu[e] . . . the prescription required for at least one service or at least one product in the
7 purchased bundled healthcare service.”

8 46. As to claim 8, neither Carrum, nor its products, nor its services perform a
9 “method comprising: receiving, by a processor via a graphical user interface, user input
10 comprising user preferences; presenting, by the processor via the graphical user interface, a set of
11 bundled healthcare service offers comprising at least one drug for which a prescription is
12 required, wherein the set of bundled healthcare service offers is displayed as a function of a
13 machine learning algorithm based on the user input, wherein the set of bundled healthcare
14 service offers includes one or more primary and secondary healthcare services; receiving, by the
15 processor via the graphical user interface, user selection of a bundled healthcare service
16 comprising at least one drug for which a prescription is required from the set of bundled
17 healthcare service offers, wherein the bundled healthcare service is selected for pre-paid
18 purchase to receive the bundled healthcare service on a selected date, time and location;
19 determining, by the processor, a healthcare provider and a pre-paid purchase price for the
20 selected bundled healthcare service, wherein the pre-paid purchase price is set by the processor
21 based on the user's capacity to pay determined by the processor as a function of the user's
22 remaining insurance deductible; and in response to receiving, by the processor via the graphical
23 user interface, information to purchase the selected bundled healthcare service for the pre-paid
24 purchase price set by the processor: generating, by the processor, a voucher redeemable to
25 receive the purchased bundled healthcare service from the healthcare provider, wherein the
26 voucher specifies a unique confirmation number for the purchase and the corresponding service
27 provider for each service of the purchased bundled healthcare service, and wherein for each
28 service or product in the purchased bundled healthcare service for which a prescription is

1 required, the voucher does not become valid until a prescription has been received and verified;
2 presenting, by the processor, the voucher to the user within the graphical user interface; and
3 issuing, by the processor, the prescription required for at least one service or at least one product
4 in the purchased bundled healthcare service.”

5 47. For example, neither Carrum, nor its products, nor its services “generat[e] . . . a
6 voucher redeemable to receive the purchased bundled healthcare service from the healthcare
7 provider, wherein the voucher specifies a unique confirmation number for the purchase and the
8 corresponding service provider for each service of the purchased bundled healthcare service, and
9 wherein for each service or product in the purchased bundled healthcare service for which a
10 prescription is required, the voucher does not become valid until a prescription has been received
11 and verified;” nor “present[] . . . the voucher to the user within the graphical user interface” nor
12 “issu[e] . . . the prescription required for at least one service or at least one product in the
13 purchased bundled healthcare service.”

14 48. A substantial, immediate, and real controversy therefore exists between Carrum
15 and MDsave regarding whether Carrum infringes the '370 Patent. A judicial declaration is
16 appropriate and necessary to determine the parties' respective rights regarding the '370 Patent.

17 49. Carrum seeks a judgment declaring that Carrum does not directly or indirectly
18 infringe any claim of the '370 Patent.

19 **FOURTH CAUSE OF ACTION**

20 **NON-INFRINGEMENT OF U.S. PATENT NO. 11,315,160**

21 50. Carrum repeats and realleges each and every allegation set forth in the above
22 paragraphs and incorporates them by reference herein.

23 51. MDsave claims to own all rights, title, and interest in and under the '160 Patent.
24 A true and correct copy of the '160 Patent is attached hereto as Exhibit 16.

25 52. Carrum does not directly or indirectly infringe the '160 Patent, either literally or
26 under the doctrine of equivalents, at least because neither Carrum's products nor services
27 comprise or utilize any apparatus claimed in the sole independent claim of the '160 Patent.
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1 53. As to claim, 1 neither Carrum’s products nor services comprise or utilize an
2 “apparatus comprising: a processor; a user interface, operably coupled with the processor; and a
3 memory operably coupled to the processor, wherein the memory encodes processor executable
4 program instructions and data to program and configure the processor to cause the apparatus to
5 perform operations comprising: receive an electronic message comprising a user payment for a
6 bundled set of a plurality of selectively redeemable healthcare services to be provided by a
7 plurality of respective providers, wherein the received payment is pre-paid in an amount of a
8 bundle price based on a location at which at least one selectively redeemable healthcare service
9 of the bundled set of healthcare services will be provided; and in response to receiving the
10 electronic message comprising the user payment, generate an electronic health record comprising
11 a purchase data record identified by and with a unique confirmation number, preset an initial
12 individual redemption status in the purchase data record for each selectively redeemable
13 healthcare service of the bundled set of healthcare services as purchased and unredeemed, and
14 provide user access to the purchase data record to receive each selectively redeemable healthcare
15 service of the plurality of healthcare services.”

16 54. For example, neither Carrum’s products nor services are operable to “receive an
17 electronic message comprising a user payment for a bundled set of a plurality of selectively
18 redeemable healthcare services to be provided by a plurality of respective providers, wherein the
19 received payment is pre-paid in an amount of a bundle price based on a location at which at least
20 one selectively redeemable healthcare service of the bundled set of healthcare services will be
21 provided” nor to “generate an electronic health record comprising a purchase data record
22 identified by and with a unique confirmation number, preset an initial individual redemption
23 status in the purchase data record for each selectively redeemable healthcare service of the
24 bundled set of healthcare services as purchased and unredeemed, and provide user access to the
25 purchase data record to receive each selectively redeemable healthcare service of the plurality of
26 healthcare services.”

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- d. Awarding Carrum its costs and attorneys' fees in connection with this action; and
- e. Granting Carrum such further and additional relief as the Court deems just and proper.

JURY DEMAND

Carrum hereby demands a jury trial on all issues and claims so triable.

Dated: August 26, 2022

WILSON SONSINI GOODRICH & ROSATI

/s/ Amy H. Candido
AMY H. CANDIDO

Attorneys for Plaintiff Carrum Health, Inc.