UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

OSSEO IMAGING, LLC Plaintiff, v. DENTSPLY SIRONA INC., SIRONA DENTAL SYSTEMS LLC, and SIRONA DENTAL, INC., Defendants.	**Case No. _____** **Jury Trial Demanded**

COMPLAINT

Plaintiff Osseo Imaging, LLC ("Osseo") brings this action against defendants Dentsply Sirona Inc. ("Dentsply Sirona"), Sirona Dental Systems LLC ("Sirona LLC"), and Sirona Dental, Inc. d/b/a Sirona Dental Systems ("Sirona Inc.") (Dentsply Sirona, Sirona LLC, and Sirona Inc. are together, "Sirona"), and hereby alleges as follows:

THE PARTIES

1. Osseo is a limited liability company organized and existing under the laws of Kansas and having a place of business at 24 North Shore Drive, Lake Ozark, MO 65049. Osseo is the owner of a family of patents relating to dental imaging systems including U.S. Patent Nos. 6,381,301, 6,944,262 and 8,498,374 (the "'301 Patent," the "'262 Patent," and "'374 Patent", respectively; collectively referred to as the "Osseo Patents.")

2. Upon information and belief, Dentsply Sirona Inc. is a Delaware corporation as well as a New York foreign business corporation having a regular and established place of business at 13320-B Ballantyne, Corporate Place, Charlotte, NC 28277. Dentsply Sirona also has a New

York office located at 3030 47th Avenue, Suite 500, Long Island City, New York 11101. *See* https://www.dentsplysirona.com/en-us/legal/dentsply-sirona-inc.html.

3. Upon information and belief, Sirona Dental Systems LLC is a Delaware limited liability company having a regular and established place of business at 3030 47th Avenue, Suite 500, Long Island City, New York 11101. *See* https://www.dentsplysirona.com/en-us/legal/dentsply-sirona-inc.html.

4. Upon information and belief, Sirona Dental, Inc. is a Delaware corporation as well as a New York foreign business corporation having a regular and established place of business at 3030 47th Avenue, Suite 500, Long Island City, New York 11101.

5. Sirona is a provider of 3D dental imaging systems and sells or offers to sell such 3D dental imaging systems for tomographically modeling a dental structure. throughout the United States. Upon information and belief, Sirona has full time employees that work out of the offices located at 3030 47th Avenue, Suite 500, Long Island City, New York 11101.

6. Dentsply Sirona and Sirona Inc. may be served with process through their registered agent, United Agent Group Inc., 600 Mamaroneck Avenue, #400, Harrison, New York 10528.

7. Sirona LLC may be served with process through its registered agent, United Agent Group Inc., 3411 Silverside Road, Tatnall Building #104, Wilmington, Delaware 19810.

JURISDICTION AND VENUE

8. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq*. This Court therefore has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

9. This Court has personal jurisdiction over Sirona because it directly committed one or more acts within the state of New York giving rise to this action. Sirona committed acts of

patent infringement in this District by, among other things, having made, used, offered for sale, sold, and imported the Accused Systems (defined *infra*). Further, Sirona regularly conducts business in New York, including in this District, and purposely avails itself of the privileges of conducting business in New York and this District, specifically in connection with having made, used, offered for sale, sold, and imported the Accused Systems.

10. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b), 1391(c), 1391(d), and 1400(b) because Sirona has transacted business in this District, has committed acts of patent infringement in this district, and has a regular and established place of business in this District..

FACTS COMMON TO ALL COUNTS

The Osseo Patents

11. On April 30, 2002, the '301 Patent entitled "Dental and orthopedic densitometry modeling system and method," a copy of which is attached hereto as *Exhibit A*, was duly and legally issued by the United States Patent and Trademark Office to Ronald E. Massie ("Mr. Massie") as the sole inventor.

12. The application leading to the '301 Patent, United States Patent Application No. 09/452,348, was filed on December 1, 1999. The '301 Patent expired on December 1, 2019.

13. On September 13, 2005, the '262 Patent also entitled "Dental and orthopedic densitometry modeling system and method," a copy of which is attached hereto as *Exhibit B*, was duly and legally issued by the United States Patent and Trademark Office to Mr. Massie.

14. The application leading to the '262 Patent, United States Patent Application No. 10/351,567, was filed on January 24, 2003 as a continuation-in-part to the '301 Patent. The '262 Patent expired on August 9, 2020.

15. On July 30, 2013, the United States Patent and Trademark Office duly and legally issued the ’374 Patent also entitled “Dental and orthopedic densitometry modeling system and method,” a copy of which is attached hereto as *Exhibit C*, to Mr. Massie.

16. The application leading to the ’374 Patent, United States Patent Application No. 13/619,356 was filed on September 14, 2012. The ’374 Patent shares the same specification with and claims priority to the ’301 Patent. The ’374 Patent expired on December 1, 2019.

17. The Osseo Patents were assigned to and are owned solely by Osseo on January 23, 2013.

18. In general, the Osseo Patents teach improved dental X-ray imaging systems for generating tomographic models of dental structures which include densitometric data. (*See, e.g.,* ’262 Patent at 1:15-19; ’374 Patent at 1:25-31.) The densitometric data generated by the patented systems include quantitatively calculated bone density values which can assist the dentist in making treatment decisions such as where and how to place an implant. (*See, e.g.,* ’301 Patent at 2:18-30; ’262 Patent at 2:27-40; ’374 Patent at 2:31-42.) Tomographic modeling is performed when information is merged from multiple tomographic scans of an object to produce, *e.g.*, a 3D representation of a patient’s teeth, jaw and other dental bones. (*See, e.g.,* ’301 Patent at 2:54-61; ’262 Patent at 2:63-3:3; ’374 Patent at 2:65-3:5.)

19. The Osseo Patents describe various embodiments of the dental imaging system which comprise a combination of hardware devices including a controller, input/output devices, a positioning motor, and x-ray generation and sensing equipment, collectively configured to generate and store tomographic models of patient’s dental structures. (*See, e.g.*, ’374 Patent at 4:2-5:30; Figs. 1-2.) The systems also include software to capture, process, and store the 3D tomographic models for use by a dentist and, in some embodiments, help the dentist compare such

tomographic models with previously generated models. (*See, e.g.,*'262 Patent at 5:66-6:9, 7:40-58, 7:64-8:9.)

20. Osseo has successfully enforced and licensed the Osseo Patents. Three companies in the business of making and selling dental imaging systems of the type described in the Osseo Patents have paid Osseo for the right to make and sell such systems. In addition, Osseo brought an action against Planmeca USA, Inc. in the U.S. District Court for the District of Delaware, 17-cv-01386-JFB, alleging that Planmeca's ProMax systems with Romexis software ("Planmeca 3D Systems") infringed the Osseo Patents.

21. The Planmeca 3D Systems generated tomographic models of dental structures using cone beam computed tomography. The Planmeca 3D Systems generated digital x-ray images and merged them into tomographic models which included quantitatively calculated bone density values calibrated to the Hounsfield Unit scale with the use of a microprocessor. The tomographic models were received, stored, and displayed on an output device such as a PC running the Romexis software.

22. In August 2022 a jury found that the Planmeca 3D Systems infringed one or more claims from each of the Osseo Patents, found such claims to be valid, and awarded Osseo damages in the amount of $2,300,000.

THE SIRONA IMAGING SYSTEMS

23. Sirona sold and offered for sale during the Damages Period[1] a family of 3D dental imaging systems referred to as the Sirona 3D X-Ray Family, which included the Galileos Comfort Plus, the Orthophos SL 3D, and the Orthophos XG 3D imaging systems. Sirona further sold and

[1] The "Damages Period" is defined as October 25, 2017 through August 9, 2020.

offered for sale during the Damages Period software for use with the Sirona 3D X-Ray Family, which included the Galaxis software, SIDEXIS XG, and SIDEXIS 4 imaging software (each, and collectively, the "Sirona Software") and provided a computerized device such as a laptop or workstation on which the Sirona Software was installed (the Sirona 3D X-Ray Family, Sirona Software, and computerized device referred to herein as the "Accused Systems").

24. The Accused Systems were operable to produce three-dimensional X-ray models of a patient's dental structure using cone beam computed tomography. The Sirona 3D X-Ray Family generated digital x-ray images and merged them into tomographic models which included quantitatively calculated bone density values calibrated to the Hounsfield Unit scale with the use of a microprocessor. The tomographic models were received, stored, and displayed on an output device such as the computerized device provided by Sirona running the Sirona Software. The SIDEXIS 4 software further included a side-by-side function that linked three-dimensional tomographic models of the same patient obtained at different times for comparison.

25. The Sirona Software also allowed a user to observe the bone density values calculated by the Accused Systems. For instance, the SIDEXIS XG software included a "Measuring bone density" function that enabled a relative measurement of bone density and a "measure density profile" touted a helpful tool for implantology and oral and maxillofacial surgery.

26. Sirona sold and offered for sale the Accused Systems throughout the United States during the Damages Period. Upon information and belief, Sirona also sold the Accused Systems outside the United States.

27. In October 2009, Sirona was notified by Osseo's prior counsel that Sirona's 3D dental imaging systems, including, but not limited to its Galileos and Orthophos imaging machines

with SIDEXIS software, appeared to use technology covered by the ’301 Patent and ’262 Patent. Several letters were exchanged between counsel for Osseo and Sirona between October 2009 and April 2010, but no resolution was reached.

28. In June 2014, Osseo’s prior counsel sent another letter to Sirona’s counsel asserting infringement of the ’301 Patent, ’262 Patent, and the ’374 Patent by at least Sirona’s Galileos Comfort Plus machines and related software. There were several exchanges of correspondence between the parties, but again there was no resolution.

29. In May 2017, Sirona was sent a letter by Osseo’s counsel related to the same infringement along with a preliminary infringement chart illustrating how the Accused Systems infringe sample claims from the ’374 Patent. Even after this letter, there was no agreement between the parties.

30. At least because of this correspondence, Sirona was aware of the Osseo Patents and Osseo’s assertions that they were being infringed by the Accused Systems during the entire Damages Period.

COUNT I

Infringement of United States Patent No. 6,381,301 by Sirona

31. Osseo re-alleges and incorporates by reference the foregoing allegations as though fully set forth here.

32. All the elements of at least claims 1-8 and 10-19 of the ’301 Patent were embodied in the Accused Systems. This is demonstrated at least with regard to claim 1 of the ’301 Patent in *Exhibit D* hereto. Sirona thus infringed the ’301 Patent during the Damages Period, directly and/or by contributory infringement and/or by inducement of infringement, by having made, used, sold, and/or offered to sell the Accused Systems throughout the United States and elsewhere.

33. Pursuant to 35 U.S.C. § 271(a), Sirona is liable for direct infringement of the '301 Patent, including without limitation claims 1-8 and 10-19, by having made, used, offered for sale or sold the Accused Systems in the United States.

34. Pursuant to 35 U.S.C. § 271(b), Sirona is liable for inducement of infringement by having knowingly caused or intended to cause the direct infringement of the '301 Patent by users of the Accused Systems in the United States, including dental professionals that used the Accused Systems in accordance with at least claims 1-8 and 10-19 of the '301 Patent.

35. Pursuant to 35 U.S.C. § 271(c), Sirona is liable for contributory infringement of the '301 Patent by having provided components of the Accused Systems that comprise a material component of the inventions embodied in the '301 Patent, were not suitable for any substantial non-infringing use, and were especially made or adapted for use in infringing the '301 Patent by users of the Accused Systems in accordance with claims 1-8 and 10-19 of the '301 Patent, having knowledge that the '301 Patent was being directly infringed by such users.

36. As a result of Sirona's acts of infringement of the '301 Patent, Osseo has suffered injury to business and property in an amount to be determined as damages.

COUNT II

Infringement of United States Patent No. 6,944,262 by Sirona

37. Osseo re-alleges and incorporates by reference the foregoing allegations as though fully set forth here.

38. All the elements of at least claims 1-6 of the '262 Patent were embodied in the Accused Systems. This is demonstrated at least with regard to claim 1 of the '262 Patent in *Exhibit E* hereto. Sirona thus infringed the '262 Patent during the Damages Period, directly and/or by contributory infringement and/or by inducement of infringement, by having made, used, sold, and/or offered to sell the Accused Systems throughout the United States and elsewhere.

39. Upon information and belief, Sirona has in the past infringed ’262 Patent, directly and/or by contributory infringement and/or by inducement of infringement, by having made, used, sold, and/or offered to sell, in this judicial district, throughout the United States, and elsewhere, the Accused Systems, which embody the patented inventions of the ’262 Patent.

40. Pursuant to 35 U.S.C. § 271(a), Sirona is liable for direct infringement of the ’262Patent, including without limitation claims 1-6, by having made, used, offered for sale or sold the Accused Systems in the United States.

41. Pursuant to 35 U.S.C. § 271(b), Sirona is liable for inducement of infringement by having knowingly caused or intended to cause the direct infringement of the ’262 Patent by users of the Accused Systems in the United States, including dental professionals that used the Accused Systems in accordance with at least claims 1-6 of the ’262 Patent.

42. Pursuant to 35 U.S.C. § 271(c), Sirona is liable for contributory infringement of the ’262 Patent by having provided components of the Accused Systems that comprise a material component of the inventions embodied in the ’262 Patent, were not suitable for any substantial non-infringing use, and were especially made or adapted for use in infringing the ’262 Patent by users of the Accused Systems in accordance with claims 1-6 of the ’262 Patent, having knowledge that the ’262 Patent was being directly infringed by such users.

43. As a result of Sirona’s acts of infringement of the ’262 Patent, Osseo has suffered injury to business and property in an amount to be determined as damages.

COUNT III

Infringement of United States Patent No. 8,498,374 by Sirona

44. Osseo re-alleges and incorporates by reference the foregoing allegations as though fully set forth here.

45. All the elements of at least claims 1-24 of the ’374 Patent were embodied in the Accused Systems. This is demonstrated at least with regard to claim 1 of the ’374 Patent in *Exhibit F* hereto. Sirona thus infringed the ’374 Patent during the Damages Period, directly and/or by contributory infringement and/or by inducement of infringement, by having made, used, sold, and/or offered to sell the Accused Systems throughout the United States and elsewhere.

46. Pursuant to 35 U.S.C. § 271(a), Sirona is liable for direct infringement of the ’374 Patent, including without limitation claims 1-24, by having made, used, offered for sale or sold the Accused Systems in the United States.

47. Pursuant to 35 U.S.C. § 271(b), Sirona is liable for inducement of infringement by having knowingly caused or intended to cause the direct infringement of the ’374 Patent by users of the Accused Systems in the United States, including dental professionals that used the Accused Systems in accordance with at least claims 1-24 of the ’374 Patent.

48. Pursuant to 35 U.S.C. § 271(c), Sirona is liable for contributory infringement of the ’374 Patent by having provided components of the Accused Systems that comprise a material component of the inventions embodied in the ’374 Patent, were not suitable for any substantial non-infringing use, and were especially made or adapted for use in infringing the ’374 Patent by users of the Accused Systems in accordance with at least claims 1-24 of the ’374 Patent, having knowledge that the ’374 Patent was being directly infringed by such users.

49. As a result of Sirona’s acts of infringement of the ’374 Patent, Osseo has suffered injury to business and property in an amount to be determined as damages.

PRAYER FOR RELIEF

WHEREFORE, Osseo prays for judgment and relief as follows:

A. A declaration that Sirona has infringed, has induced, and has contributed to the infringement of the Osseo Patents;

B. An award of damages adequate to compensate Osseo for the infringement of the Osseo Patents by Sirona;

C. A declaration that Sirona's infringement of the Osseo Patents was willful, justifying a trebling of the award of damages under 35 U.S.C. § 284, or such other enhancement of the award of damages that the Court deems appropriate;

D. An award of pre-judgment and post-judgment interest on the damages caused by reason of Sirona's infringement of the Osseo Patents;

E. An award of attorney fees, costs, and expenses to Osseo; and

F. A grant to Osseo of such other and further relief as the Court may deem just and proper.

Dated: October 25, 2023

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DEMAND FOR JURY TRIAL

Osseo Imaging, LLC demands trial by jury on all claims and issues so triable.

Dated: October 25, 2023

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