

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 0:14-CIV-60363-MIDDLEBROOKS

Carucel Investments, L.P., a Delaware
limited partnership,

Plaintiff,

v.

Gogo, Inc., a Delaware corporation, Gogo
LLC, a Delaware limited liability company,
Gogo Intermediate Holdings LLC, a
Delaware limited liability company, and
Aircell Business Aviation Services LLC, a
Delaware limited liability company, ASG
Aerospace, LLC, a Florida limited liability
company, Banyan Air Services, Inc., a
Florida corporation, Duncan Aviation, Inc.
a Nebraska corporation, American Airlines,
Inc., a Delaware corporation, and Delta Air
Lines, Inc., a Delaware corporation.

Defendants.

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Carucel Investments, LP (“Carucel”) states the following as its First Amended Complaint against Defendants Gogo, Inc., Gogo LLC, Gogo Intermediate Holdings LLC, and Aircell Business Aviation Services LLC (collectively “Gogo”), as well as Defendants ASG Aerospace, LLC, Banyan Air Services, Inc., Duncan Aviation, Inc., American Airlines, Inc., and Delta Air Lines, Inc. (all of the foregoing defendants collectively referred to herein as “Defendants”):

I.

NATURE OF THE ACTION

1. This is an action for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. §§ 1, *et seq.*

2. Carucel is informed and believes, and thereupon alleges, that Defendants have been and are infringing, contributing to the infringement of, and/or actively inducing others to infringe claims of U.S. Patent No. 7,221,904 (the “904 Patent”), U.S. Patent No. 7,848,701 (the “701 Patent”), U.S. Patent No. 7,979,023 (the “023 Patent”), U.S. Patent No. 8,463,177 (the “177 Patent”), and U.S. Patent No. 8,718,543 (the “543 Patent”) (collectively the "Asserted Patents").

II.

THE PARTIES

3. Plaintiff Carucel is a Delaware limited partnership with its principal place of business at 3121 N.E. 51st Street, #401, Fort Lauderdale, Florida 33308.

4. Carucel is informed and believes, and thereupon alleges, that Defendant Gogo, Inc. is a Delaware corporation with its principal place of business at 1250 N. Arlington Heights Road, Suite 500, Itasca, Illinois 60143.

5. Carucel is informed and believes, and thereupon alleges, that Defendant Gogo LLC is a Delaware limited liability company with its principal place of business at 1250 N. Arlington Heights Road, Suite 500, Itasca, Illinois 60143.

6. Carucel is informed and believes, and thereupon alleges, that Defendant Gogo, LLC is registered with the Florida Secretary of State to do business in Florida as a foreign limited liability company.

7. Carucel is informed and believes, and thereupon alleges, that Defendant Aircell Business Aviation Services LLC is a Delaware limited liability company with its principal place of business at 303 South Technology Court, Bldg. A, Broomfield, CO 80021.

8. Carucel is informed and believes, and thereupon alleges, that Defendant Gogo Intermediate Holdings LLC is a Delaware limited liability company with its principal place of business at 1250 N. Arlington Heights Road, Suite 500, Itasca, Illinois 60143.

9. Carucel is informed and believes, and thereupon alleges, that Gogo Intermediate Holdings LLC is a wholly-owned subsidiary of Gogo, Inc.

10. Carucel is informed and believes, and thereupon alleges, that Gogo Intermediate Holdings LLC is controlled by Defendant Gogo, Inc., and is managed by an overlapping group of individuals that also manage Defendant Gogo, Inc.

11. Carucel is informed and believes, and thereupon alleges, that Defendant Gogo Intermediate Holdings LLC operates exclusively for the benefit of Gogo, Inc. On information and belief, Gogo, Inc. receives all of the earnings and revenue produced by Defendant Gogo Intermediate Holdings LLC.

12. Carucel is informed and believes, and thereupon alleges, that Defendants Gogo LLC and Aircell Business Aviation Services LLC are wholly-owned subsidiaries of Gogo Intermediate Holdings LLC, and are managed and controlled by an overlapping group of individuals that manage and control Defendants Gogo, Inc. and Gogo Intermediate Holdings LLC.

13. Carucel is informed and believes, and thereupon alleges, that Defendants Gogo LLC and Aircell Business Aviation Services LLC operate exclusively for the benefit of Gogo, Inc. and Gogo Intermediate Holdings LLC. On information and belief, Gogo Intermediate Holdings LLC receives all of the earnings and revenue produced by Defendant Gogo LLC and Aircell Business Aviation Services LLC, and in turn, Gogo Intermediate Holdings LLC passes these earnings and revenue on to Gogo, Inc.

14. Carucel is informed and believes, and thereupon alleges, that Defendant Gogo Inc. is a holding company that does business through its two indirect operating subsidiaries, Defendant Gogo LLC and Defendant Aircell Business Aviation Services LLC.

15. Carucel is informed and believes, and thereupon alleges, that Defendants Gogo LLC, Gogo Intermediate Holdings LLC, and Aircell Business Aviation Services LLC are agents of Gogo, Inc. for all purposes concerning the acts complained of herein.

16. Upon information and belief, Gogo has substantial contacts and transacts substantial business, either directly or through its agents, on an ongoing basis in this judicial district and elsewhere in the United States.

17. Unless specifically stated otherwise, the acts complained of herein were committed by, on behalf of, and/or for the benefit of Gogo and others.

18. Carucel is informed and believes, and thereupon alleges, that Defendant ASG Aerospace, LLC is a Florida limited liability company with its principal place of business at 12906 SW 139 Avenue, Tamiami Airport Hanger #249, Miami, Florida 33186.

19. Carucel is informed and believes, and thereupon alleges, that Defendant Banyan Air Services, Inc. is a Florida corporation with its principal place of business at 5360 NW 20th Terrace, Ft. Lauderdale, Florida 33309.

20. Carucel is informed and believes, and thereupon alleges, that Defendant Duncan Aviation, Inc. is a Nebraska corporation with its principal place of business at 3701 Aviation Road, Lincoln, Nebraska 68524. On information and belief, Duncan Aviation, Inc. is registered with the Florida Secretary of State to do business in Florida as a foreign corporation.

21. Carucel is informed and believes, and thereupon alleges, that Defendant American Airlines, Inc. is a Delaware corporation with its principal place of business at 433 Amon Carter Blvd., MD 5675, Ft. Worth, Texas 76155. On information and belief, American Airlines, Inc. is registered with the Florida Secretary of State to do business in Florida as a foreign corporation.

22. Carucel is informed and believes, and thereupon alleges, that Defendant Delta Air Lines, Inc. is a Delaware corporation with its principal place of business at 1030 Delta Blvd., Dept. 982, Atlanta, Georgia 30354. On information and belief, Delta Air Lines, Inc. is registered with the Florida Secretary of State to do business in Florida as a foreign corporation.

III.

JURISDICTION AND VENUE

23. This action arises under the Patent Laws of the United States, 35 U.S.C. §§ 1, *et seq.*, including 35 U.S.C. § 271. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

24. This Court has personal jurisdiction over each of the Defendants because each has substantial contacts and/or conducts business in the State of Florida and in this judicial district, and has been infringing, contributing to the infringement of and/or actively inducing others to infringe claims of the Asserted Patents in Florida and elsewhere. This Court also has personal jurisdiction over each of the Defendants because each has committed a tortious act causing injury within Florida, namely, the acts of infringement, contributory infringement, and/or inducement of infringement alleged herein.

25. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b), 1391(c), 1391(d) and/or 1400(b) because a substantial part of the events giving rise to Carucel's claims occurred in the Southern District of Florida and because each Defendant is subject to personal jurisdiction in the Southern District of Florida.

IV.

THE PATENTS IN SUIT

26. On May 22, 2007, the '904 Patent, entitled "Mobile Communication System with Moving Base Station," was duly and legally issued by the United States Patent and Trademark Office to the named inventor Charles D. Gavrilovich, after a full and fair examination. A true and correct copy of the '904 Patent is attached as Exhibit A to this Amended Complaint.

27. The '904 Patent is valid and enforceable.

28. On December 7, 2010, the '701 Patent, also entitled "Mobile Communication System with Moving Base Station," was duly and legally issued by the United States Patent and Trademark Office to the named inventor Charles D. Gavrilovich, after a full and fair examination. A true and correct copy of the '701 Patent is attached as Exhibit B to this

Amended Complaint.

29. The '701 Patent is valid and enforceable.

30. On July 12, 2011, the '023 Patent, also entitled "Mobile Communication System with Moving Base Station," was duly and legally issued by the United States Patent and Trademark Office to the named inventor Charles D. Gavrilovich, after a full and fair examination. A true and correct copy of the '023 Patent is attached as Exhibit C to this

Amended Complaint.

31. The '023 Patent is valid and enforceable.

32. On June 11, 2013, the '177 Patent, also entitled "Mobile Communication System with Moving Base Station," was duly and legally issued by the United States Patent and Trademark Office to the named inventor Charles D. Gavrilovich, after a full and fair examination. A true and correct copy of the '177 Patent is attached as Exhibit D to this

Amended Complaint.

33. The '177 Patent is valid and enforceable.

34. On May 6, 2014, the '543 Patent, also entitled "Mobile Communication System with Moving Base Station," was duly and legally issued by the United States Patent and Trademark Office to the named inventor Charles D. Gavrilovich, after a full and fair examination. A true and correct copy of the '543 Patent is attached as Exhibit E to this

Amended Complaint.

35. The '543 Patent is valid and enforceable.

36. Carucel is the assignee and owner of all rights, title, and interest in and to the Asserted Patents, including the right to assert all causes of action arising under the Asserted Patents and all rights to any remedies for infringement.

V.

GOGO'S ACTS OF INFRINGEMENT

37. On or about April 30, 2012, Carucel sent a letter and copies of the '904, '701, and '023 Patents to Gogo addressed to Gogo's Senior Vice President and General Counsel. The

letter and copies of the patents were received by Gogo on May 2, 2012. A true and correct copy of that letter is attached as Exhibit F to this amended complaint. Gogo therefore had actual and full knowledge of at least the '904, '701, and '023 patents no later than May 2, 2012. The letter received by Gogo also refers to a "pending continuation application" which subsequently issued as the '177 patent. Accordingly, Gogo had actual and full knowledge of the patent application that issued as the '177 patent.

38. Carucel is informed and believes, and thereupon alleges, that Gogo has made, used, sold, imported and/or offered for sale, and/or continues to make, use, sell, import and/or offer for sale, products and services in the United States that fall within the scope of one or more claims of each of the Asserted Patents. These infringing systems and services include, but are not limited to, airborne in-flight internet connectivity systems and services and other in-flight voice and data communications products and services, such as ATG-4000, ATG-5000, Gogo[®] Inflight Service, Gogo Biz[®] Service, Aircell Mobile Broadband Network, Cabin Telecommunications Router (CTR), Gogo Vision, and ATG-4 system, among others (the "Accused Products and Services").

39. Without license or authorization, Gogo's making, use, sale, offers for sale, and/or importation of the Accused Products and Services in the United States constitute acts of direct infringement of the Asserted Patents.

40. Gogo is contributorily infringing, will induce, is inducing and has induced infringement of one or more claims of each of the Asserted Patents by offering to sell and selling current and preceding versions of the Accused Products and Services, to customers, buyers, sellers, users, and others who directly infringe the Asserted Patents.

41. Carucel is informed and believes, and thereupon alleges, that Gogo has sold or offered to sell its Accused Products and Services to third parties, including but not limited to, for example, American Airlines, Delta Air Lines, United Airlines, US Airways, Continental Airlines, AirTran Airways, Inc., Virgin America, and Alaska Airlines, among others, who incorporate the Accused Products and Services into their own products and services. Upon

information and belief, those third parties in turn have made, used, sold, offered for sale, and/or imported and/or continue to make, use, sell, offer for sale, and/or import their own products and services in the United States. These activities undertaken by the third parties constitute acts of direct infringement of the Asserted Patents. For example, Carucel is informed and believes that one or more of the third parties offer access to wireless internet service to passengers on domestic flights. In addition, Carucel is informed and believes that one or more of the third parties infringe the patents by employing persons that access the wireless internet service with wireless point-of-sale devices to perform credit card and debit card transactions.

42. Infringement of each Asserted Patent can be found through, among other things, operation of the Accused Products, which are not staple articles or commodities of commerce suitable for substantial non-infringing use, in an ordinary and intended manner.

43. Despite Gogo's knowledge of the Asserted Patents, and Gogo's knowledge of their validity and infringement by the Accused Products and Services, on information and belief, Gogo has continued and is continuing to sell and offer to sell the Accused Products and Services to third parties with the object of promoting their use to infringe, as shown by Gogo's clear expression and other affirmative steps taken to foster infringement by their customers. For instance, on information and belief, Gogo provides documents related to the Accused Products and Services, such as datasheets, product manuals or other literature, to third parties. In an example, Gogo's "Aircell Solutions Guide For Dealers" shows diagrams and identifies Gogo equipment for installation on aircraft where the equipment includes two third-party antennas connected to Gogo's ATG-4000, which is connected to Gogo's CTR to form an infringing system.

44. On information and belief, Gogo knew or should have known that its equipment, for example, the ATG-4000 and CTR, is especially adapted or made for use to infringe the Asserted Patents.

45. As a result, Gogo has contributed to and continues to contribute to the infringement of the Asserted Patents.

46. Carucel is informed and believes, and thereupon alleges, that, by its sales and/or offers for sale of the Accused Products and Services to third parties, Gogo also has induced and continues to induce acts by third parties that Gogo knew or should have known would constitute direct infringement of the Asserted Patents. Gogo actively induces infringement of the Asserted Patents by designing the Accused Products and Services to be capable of infringement and by deliberately promoting and encouraging the use of its products and services by the third parties in ways that infringe the Asserted Patents.

47. For example, Gogo documents such as the “Aircell Solutions Guide For Dealers” have directly induced Gogo’s customers to use the Accused Products and Services in a manner that infringes each of the Asserted Patents.

48. Carucel is entitled to recover from Gogo the actual damages it sustained as a result of Gogo's wrongful acts alleged herein under 35 U.S.C. § 284 in an amount to be proven at trial, together with interest and costs.

49. Carucel is informed and believes, and thereupon alleges, that Gogo's infringement of the Asserted Patents as set forth herein has been and is willful, deliberate and in wanton disregard of Carucel's patent rights, and Carucel is therefore entitled to increased damages up to three times the amount of actual damages and attorneys' fees, pursuant to 35 U.S.C. §§ 284, 285.

50. Gogo's infringement of the Asserted Patents will continue to damage Carucel, causing irreparable harm for which there is no adequate remedy at law, unless it is enjoined by this Court.

VI.

ACTS OF INFRINGEMENT BY ASG AEROSPACE, LLC, BANYAN AIR SERVICES, INC., AND DUNCAN AVIATION, INC.

51. Carucel is informed and believes, and thereupon alleges, that each of the Defendants ASG Aerospace, LLC (“ASG”), Banyan Air Services, Inc. (“Banyan”), and Duncan Aviation, Inc. (“Duncan”) has used, sold, imported and/or offered for sale, and/or continues to use, sell, import and/or offer for sale, products and services in the United States that fall within

the scope of one or more claims of each of the Asserted Patents. These infringing systems and services include, but are not limited to at least some of the Accused Products and Services, such as the ATG-4000, ATG-5000, and Gogo Biz[®] Service.

52. Carucel is informed and believes, and thereupon alleges, that ASG is an installer/dealer of avionics products and services from Defendant Aircell Business Aviation Services LLC, including, but not limited to, at least some of the Accused Products and Services, such as the ATG-4000, ATG-5000, and Gogo Biz[®] Service.

53. Carucel is informed and believes, and thereupon alleges, that Banyan is an installer/dealer of avionics products and services from Defendant Aircell Business Aviation Services LLC, including, but not limited to, at least some of the Accused Products and Services, such as the ATG-4000, ATG-5000, and Gogo Biz[®] Service.

54. Carucel is informed and believes, and thereupon alleges, that Duncan is an installer/dealer of avionics products and services from Defendant Aircell Business Aviation Services LLC, including, but not limited to, at least some of the Accused Products and Services, such as the ATG-4000, ATG-5000, and Gogo Biz[®] Service.

55. Without license or authorization, each of Defendants ASG's, Banyan's, and Duncan's use, sale, offers for sale, and/or importation of the Accused Products and Services in the United States constitute acts of direct infringement of the Asserted Patents.

56. Each of the Defendants ASG, Banyan, and Duncan has and is contributorily infringing, will induce, is inducing and has induced infringement of one or more claims of each of the Asserted Patents by offering to sell and selling current and preceding versions of the Accused Products and Services, to customers, buyers, sellers, users, and others who directly infringe the Asserted Patents.

57. Carucel is informed and believes, and thereupon alleges, that each of the Defendants ASG, Banyan, and Duncan has sold or offered to sell products and services, including the Accused Products and Services, to third parties, including but not limited to, for example, private aircraft owners. Upon information and belief, some of these products and

services constitute material components or parts of what is being claimed by the Asserted Patent. Upon information and belief, those third parties have combined those components and/or parts, and in turn have used, sold or offered to sell, and/or continue to use, sell, or offer for sale the Accused Products and Services in the United States. These activities undertaken by the third parties constitute acts of direct infringement of the Asserted Patents.

58. Infringement of each Asserted Patent can be found through, among other things, operation of the Accused Products, which are not staple articles or commodities of commerce suitable for substantial non-infringing use, in an ordinary and intended manner.

59. Each of the Defendants ASG, Banyan, and Duncan has and is continuing to sell and offer to sell the Accused Products and Services to third parties with the object of promoting their infringing use. For instance, on information and belief, each of the Defendants ASG , Banyan, and Duncan provides documents related to the Accused Products and Services, such as datasheets, instructions, product manuals or other literature, to third parties.

60. On information and belief, each of the Defendants ASG, Banyan, and Duncan knew or should have known that the Aircell equipment, for example, the ATG-4000, is especially adapted or made for use to infringe the Asserted Patents.

61. As a result, each of the Defendants ASG, Banyan, and Duncan has contributed to and continues to contribute to the infringement of the Asserted Patents.

62. Carucel is informed and believes, and thereupon alleges, that, by their sales and/or offers for sale of the Accused Products and Services to third parties, each of the Defendants ASG, Banyan, and Duncan also has induced and continues to induce acts by third parties that the Defendants knew or should have known would constitute direct infringement of the Asserted Patents. Each of these Defendants actively induces infringement of the Asserted Patents by deliberately promoting and encouraging the use of the Accused Products and Services by the third parties in ways that infringe the Asserted Patents.

63. Carucel is entitled to recover from Defendants ASG, Banyan, and Duncan the actual damages it sustained as a result of their wrongful acts alleged herein under 35 U.S.C. §

284 in an amount to be proven at trial, together with interest and costs.

64. Defendants ASG, Banyan and Duncan infringement of the Asserted Patents will continue to damage Carucel, causing irreparable harm for which there is no adequate remedy at law, unless it is enjoined by this Court.

VII.

ACTS OF INFRINGEMENT BY AMERICAN AIRLINES, INC. AND DELTA AIR LINES, INC.

65. Carucel is informed and believes, and thereupon alleges, that each of the Defendants American Airlines, Inc. (“American”) and Delta Air Lines, Inc. (“Delta”) has used, sold, and/or offered for sale, and/or continues to use, sell, and/or offer for sale, products and services in the United States that fall within the scope of one or more claims of each of the Asserted Patents. These infringing systems and services include, but are not limited to, the Accused Products and Services.

66. Carucel is informed and believes, and thereupon alleges, that Defendant American is an airline carrier that includes the Accused Products and Services in its aircraft and offers the Accused Services to airlines passengers for a fee while traveling in the United States, including locations in Florida. For example, Carucel is informed and believes that American offers wireless internet service to passengers on domestic flights that infringe the Asserted Patents. In addition, Carucel is informed and believes that American infringes the Asserted Patents by employing persons that access the wireless internet service with wireless point-of-sale devices to perform credit card and debit card transactions.

67. Carucel is informed and believes, and thereupon alleges, that Defendant Delta is an airline carrier that includes the Accused Products and Services in its aircraft and offers the Accused Services to airlines passengers for a fee while traveling in the United States, including locations in Florida. For example, Carucel is informed and believes that Delta offers wireless internet service to passengers on domestic flights that infringe the Asserted Patents. In addition, Carucel is informed and believes that Delta infringes the Asserted Patents by employing persons

that access the wireless internet service with wireless point-of-sale devices to perform credit card and debit card transactions.

68. Without license or authorization, each of the Defendants American's and Delta's use, sale, and offers for sale of the Accused Products and Services in the United States constitute acts of direct infringement of the Asserted Patents.

69. Each of the Defendants American and Delta has and is contributorily infringing, will induce, is inducing and has induced infringement of one or more claims of each of the Asserted Patents by offering to sell and selling current and preceding versions of the Accused Products and Services, to customers, users, and others who directly infringe the Asserted Patents.

70. Carucel is informed and believes, and thereupon alleges, that each of the Defendants American and Delta has sold or offered the Accused Products and Services to third parties, including but not limited to, for example, airline passengers, or has otherwise allowed third-party use of the Accused Services and Products. For example, Carucel is informed and believes that these airline Defendants offer access to wireless internet service to passengers on domestic flights that infringes the Asserted Patents.

71. Upon information and belief, some of the Accused Products and Services constitute material components or parts of what is being claimed by the Asserted Patent. Upon information and belief, third parties, e.g., airline passengers or customers, have combined those components and/or parts, and in turn have used or continue to use the Accused Products and Services in the United States. These activities undertaken by the third parties constitute acts of direct infringement of the Asserted Patents.

72. Infringement of each Asserted Patent can be found through, among other things, operation of the Accused Products, which are not staple articles or commodities of commerce suitable for substantial non-infringing use, in an ordinary and intended manner.

73. Each of the Defendants American and Delta has and is continuing to sell and/or offering to sell the Accused Products and Services to third parties, or is otherwise permitting third-party use the Accused Products and Services, with the object of promoting their infringing

use. For instance, on information and belief, each of these Defendants provides documents related to the Accused Products and Services, such as instructions or other literature, to third parties.

74. On information and belief, each of the Defendants American and Delta knew or should have known that the Accused Products and Service are especially adapted or made for use to infringe the Asserted Patents.

75. As a result, each of the Defendants American and Delta has contributed to and continues to contribute to the infringement of the Asserted Patents.

76. Carucel is informed and believes, and thereupon alleges, that, by their sales and/or offers for sale of the Accused Products and Services to third parties, each of the Defendants American and Delta also has induced and continues to induce acts by third parties, e.g., airline passengers or customers, that they knew or should have known would constitute direct infringement of the Asserted Patents. Each of these Defendants actively induces infringement of the Asserted Patents by deliberately promoting and encouraging the use of the Accused Products and Services by the third parties in ways that infringe the Asserted Patents.

77. Carucel is entitled to recover from Defendants American and Delta the actual damages it sustained as a result of their wrongful acts alleged herein under 35 U.S.C. § 284 in an amount to be proven at trial, together with interest and costs.

78. Defendants American's and Delta's infringement of the Asserted Patents will continue to damage Carucel, causing irreparable harm for which there is no adequate remedy at law, unless it is enjoined by this Court.

VIII.

CLAIMS FOR RELIEF

COUNT I

(Infringement of U.S. Patent No. 7,221,904

Under 35 U.S.C. § 271, et. seq.)

(Against All Defendants)

79. Carucel incorporates by reference and realleges paragraphs 1 through 78 above as if fully set forth here.

80. Carucel is informed and believes, and thereupon alleges, that each of the Defendants: (i) has infringed and continues to infringe claims of the '904 Patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling (directly or through intermediaries), and/or importing the Accused Products and Services in this district and elsewhere in the United States, and/or (ii) has contributed and continues to contribute to the literal infringement and/or infringement under the doctrine of equivalents of claims of the '904 Patent, and/or (iii) has actively induced and continues to actively induce others to infringe claims of the '904 Patent, literally and/or under the doctrine of equivalents, in this district and elsewhere in the United States.

COUNT II

(Infringement of U.S. Patent No. 7,848,701

Under 35 U.S.C. § 271, et. seq.)

(Against All Defendants)

81. Carucel incorporates by reference and realleges paragraphs 1 through 80 above as if fully set forth here.

82. Carucel is informed and believes, and thereupon alleges, that each of the Defendants: (i) has infringed and continues to infringe claims of the '701 Patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling (directly or through intermediaries), and/or importing the Accused Products and Services in this district and elsewhere in the United States, and/or (ii) has contributed and continues to contribute to the literal infringement and/or infringement under the doctrine of equivalents of claims of the '701 Patent in this district and elsewhere in the United States, and/or (iii) has actively induced and continues to actively induce others to infringe claims of the '701 Patent, literally and/or under the doctrine of equivalents, in this district and elsewhere in the United States.

COUNT III

(Infringement of U.S. Patent No. 7,979,023

Under 35 U.S.C. § 271, et. seq.)

(Against All Defendants)

83. Carucel incorporates by reference and realleges paragraphs 1 through 82 above as if fully set forth here.

84. Carucel is informed and believes, and thereupon alleges, that each of the Defendants: (i) has infringed and continues to infringe claims of the '023 Patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling (directly or through intermediaries), and/or importing the Accused Products and Services in this district and elsewhere in the United States, and/or (ii) has contributed and continues to contribute to the literal infringement and/or infringement under the doctrine of equivalents of claims of the '023 Patent in this district and elsewhere in the United States, and/or (iii) has actively induced and continues to actively induce others to infringe claims of the '023 Patent, literally and/or under the doctrine of equivalents, in this district and elsewhere in the United States.

COUNT IV

(Infringement of U.S. Patent No. 8,463,177

Under 35 U.S.C. § 271, et. seq.)

(Against All Defendants)

85. Carucel incorporates by reference and realleges paragraphs 1 through 84 above as if fully set forth here.

86. Carucel is informed and believes, and thereupon alleges, that each of the Defendants: (i) has infringed and continues to infringe claims of the '177 Patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling (directly or through intermediaries), and/or importing the Accused Products and Services in this district and elsewhere in the United States, and/or (ii) has contributed and continues to contribute to the literal infringement and/or infringement under the doctrine of equivalents of claims of the '177

Patent in this district and elsewhere in the United States, and/or (iii) has actively induced and continues to actively induce others to infringe claims of the '177 Patent, literally and/or under the doctrine of equivalents, in this district and elsewhere in the United States.

COUNT V

(Infringement of U.S. Patent No. 8,718,543

Under 35 U.S.C. § 271, et. seq.)

(Against All Defendants)

87. Carucel incorporates by reference and realleges paragraphs 1 through 86 above as if fully set forth here.

88. Carucel is informed and believes, and thereupon alleges, that each of the Defendants: (i) has infringed and continues to infringe claims of the '543 Patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling (directly or through intermediaries), and/or importing the Accused Products and Services in this district and elsewhere in the United States, and/or (ii) has contributed and continues to contribute to the literal infringement and/or infringement under the doctrine of equivalents of claims of the '543 Patent, and/or (iii) has actively induced and continues to actively induce others to infringe claims of the '543 Patent, literally and/or under the doctrine of equivalents, in this district and elsewhere in the United States.

IX.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Carucel asks this Court to enter judgment in its favor against Defendants and grant the following relief:

A. For each Defendant, an adjudication that the Defendant has infringed and continues to infringe the Asserted Patents as alleged above;

B. For each Defendant, an adjudication that the Defendant has contributed and continues to contribute to the infringement of the Asserted Patents as alleged above;

C. For each Defendant, an adjudication that the Defendant has induced the infringement and continues to induce the infringement of the Asserted Patents as alleged above;

D. An accounting of all damages sustained by Carucel as a result of Defendants' acts of infringement of the Asserted Patents;

E. An award to Carucel of actual damages adequate to compensate Carucel for Defendants' acts of patent infringement, together with prejudgment and post judgment interest;

F. An award to Carucel of enhanced damages, up to and including trebling of Carucel's damages pursuant to 35 U.S.C. § 284 for Gogo's willful infringement of the Asserted Patents;

G. An award of Carucel's costs of suit and reasonable attorneys' fees pursuant to 35 U.S.C. § 285 due to the exceptional nature of this case, or as otherwise permitted by law;

H. A grant of a permanent injunction pursuant to 35 U.S.C. § 283, enjoining Defendants, and each of their agents, servants, employees, principals, officers, attorneys, successors, assignees, and all those in active concert or participation with Defendants, including related individuals and entities, customers, representatives, OEMs, dealers, and distributors from further acts of (1) infringement, (2) contributory infringement, and (3) active inducement to infringe with respect to the claims of the Asserted Patents;

I. Any further relief that this Court deems just and proper.

X.

JURY DEMAND

Plaintiff Carucel requests a jury trial on all issues triable to a jury in this matter.

Dated: July 28, 2014

Respectfully submitted,

s/Oliver Alan Ruiz

John C. Malloy, III
Florida Bar Number: 964220
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 28th day of July, 2014, I electronically filed the foregoing document with the Clerk of the Court, using the CM/ECF system, which will automatically send email notification of such filing to all counsel who have entered an appearance in this action.

s/Oliver Ruiz _____

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