



is a New Jersey foreign limited liability company with its principal place of business located at 1 Kalisa Way, Suite 310, Paramus, New Jersey 07652. Orissa develops products for administering ground transportation services.

3. Upon information and belief, Defendant Ground Management Holdings, LLC (“GMH”) is a New Jersey foreign limited liability company with its principal place of business located at 1 Kalisa Way, Suite 310, Paramus, New Jersey 07652. GMH develops products for administering ground transportation services.

4. Upon information and belief, GMH does business as “GroundSpan”.

5. Upon information and belief, Defendant GroundWidgets is a New Jersey foreign limited liability company with its principal place of business located at 1 Kalisa Way, Suite 310, Paramus, New Jersey 07652. GroundWidgets develops products for administering ground transportation services.

### **JURISDICTION AND VENUE**

6. This is an action for enforcement of a Permanent Injunction issued in a previous patent infringement suit arising under the patent laws of the United States, 35 U.S.C. §§ 1 *et seq.* This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

7. This Court has personal jurisdiction over Orissa, GMH, Groundwidgets, and Groundspan (together, “Defendants”), because Defendants conduct business, offers for sale or license, and sell or license their products in the State of Texas and in this judicial district, and have continued to commit acts of patent infringement in this district.

8. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) and (c)

and 1400(b), because Defendants are subject to personal jurisdiction in this judicial district, have regularly conducted business in this judicial district, and have continued to commit acts of patent infringement in this judicial district.

### **GGA'S PATENT**

9. GGA is the true and lawful owner of U.S. Patent No. 5,953,706 (the "'706 Patent"), entitled "Transportation Network System," which duly and legally issued on September 14, 1999. A true and correct copy of the '706 Patent is attached hereto as Exhibit A.

### **DEFENDANTS' INFRINGING PRODUCTS**

10. Defendants have made, used, offered to sell, sold, and/or imported, and/or are presently making, using, offering to sell, selling, and/or importing, products and services providing online ground travel management solutions including but not limited to the Global Distribution System Tools, Corporate Booking Tools, and Corporate Banking Tools commonly known collectively as the GroundRez System (also collectively, "Infringing Products").

11. Upon information and belief, the Infringing Products have been and continue to be offered for sale in Texas and throughout this district.

### **JUDGMENT PREVIOUSLY RENDERED**

12. GGA previously brought a patent infringement suit in this Court against GroundRez, LLC ("GroundRez"), then-owner of the GroundRez System. GGA alleged in that suit that the GroundRez System infringed the '706 Patent. *Global Ground Automation, Inc. v. GroundRez, LLC*, No. 6:08-cv-374-LED-JDL.

13. Orissa and GMH acquired assets and software from GroundRez during the

pendency of that litigation. Both these entities attempted to intervene in GGA's suit against GroundRez.

14. In September 2011, this Court entered a final judgment and a permanent injunction ("Permanent Injunction") in that litigation, holding that:

- The '706 Patent was valid and enforceable.
- GroundRez was found to have unlawfully infringed claims 11, 13-15, 17, and 18 of the '706 Patent.
- GroundRez was permanently enjoined from operating the GroundRez System that infringe claims 11, 13-15, 17, and 18 of the '706 Patent.

(See Doc. 94 in Case No. 6:08-cv-374-LED-JDL.)

15. Upon information and belief, and despite being aware of this Court's Permanent Injunction, Defendants now make, use, offer to sell, sell, and/or import the very same GroundRez System that this Court found to infringe upon GGA's '706 Patent.

#### **COUNT ONE**

##### **ENFORCEMENT OF THE PERMANENT INJUNCTION**

16. GGA repeats and incorporates by reference the allegations of paragraphs 1-15 as though fully set forth herein.

17. Upon information and belief, Defendants made, used, offered to sell, sold, and/or imported, and/or are presently making, using, offering to sell, selling, and/or importing, the Infringing Products. The Infringing Products infringe one or more claims of the '706 Patent in violation of the Permanent Injunction. By the acts complained of herein, Defendants have infringed and continue to infringe the '706 Patent, either literally or under the doctrine of equivalents in violation of the Permanent Injunction.

18. Furthermore, upon information and belief, Defendants have contributed to

and/or induced, and will continue to contribute to and/or induce, infringement of the '706 Patent with full knowledge of the '706 Patent and the Permanent Injunction, and knowing that their inducing and contributory acts have caused and will continue to cause direct infringement, despite the Permanent Injunction.

19. Upon information and belief, Defendants will continue to infringe the '706 Patent, in violation of the Permanent Injunction, unless enjoined by this Court.

20. GGA is entitled to recover from Defendants all damages sustained by GGA as a result of Defendants' wrongful acts.

21. Defendants have actual knowledge of the '706 Patent and the Permanent Injunction prior to commencement of this action. Defendants' infringement of the '706 Patent in violation of the Permanent Injunction has been and continues to be willful and deliberate.

#### **PRAYER FOR RELIEF**

WHEREFORE, GGA prays that the Court order the following relief:

A. A judicial determination and declaration that Defendants are continuing to infringe the '706 Patent in violation of the Permanent Injunction;

B. An order temporarily enforcing the Permanent Injunction against Defendants, their directors, officers, shareholder, employees, attorneys, agents, and all persons in active concert or participation with any of the foregoing;

C. An order preliminarily and permanently enforcing the Permanent Injunction against Defendants, their directors, officers, shareholder, employees, attorneys, agents, and all persons in active concert or participation with

any of the foregoing;

D. An order that requires Defendants to file with this Court, within thirty (30) days after entry of final judgment, a written statement under oath setting forth in detail the manner by which Defendants have complied with the injunction;

E. A declaration that this case is exceptional pursuant to 35 U.S.C. § 285 and an award of attorneys' fees and costs;

F. An award of costs; and

G. Such other and further relief as the Court deems just and proper.

December 24, 2014

Respectfully submitted,

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INC.**