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9	UNITED STATES DISTRICT COURT		
10	CENTRAL DISTRI	CT OF CALIFORNIA	
11	ECLIPSE IP LLC, a Florida Limited	) Case No. 2:13-cv-06653-SJO-FFM	
12	Liability Company,	) ) FIRST AMENDED COMPLAINT	
13	Plaintiff,	) FOR PATENT INFRINGEMENT	
14	V.	) ) TRIAL BY JURY DEMANDED	
15		)	
16	UNITED AIRLINES, INC., a Delaware Corporation,	)	
17	Defendant.	)	
18	Defendant.	)	
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	FIRST AMENDED COMPLAIN	<b>FOR PATENT INFRINGEMENT</b>	

1	Plaintiff Eclipse IP LLC ("Eclipse"), by and through counsel, complains		
2	against United Airlines, Inc. ("United") as follows:		
3 4	NATURE OF LAWSUIT		
5	1. This is a suit for patent infringement arising under the patent laws of		
6	the United States, Title 35 of the United States Code § 1 <i>et seq</i> . This Court has		
7			
8	exclusive jurisdiction over the subject matter of the Complaint under 28 U.S.C.		
9	§§ 1331 and 1338(a).		
10 11	PARTIES AND PATENTS		
11	2. Eclipse is a company organized under the laws of Florida and having a		
13	principal place of business at 115 NW 17 <sup>th</sup> St, Delray Beach, Florida 33444.		
14	3. Eclipse owns all right, title, and interest in and has standing to sue for		
15	infringement of United States Patent No. 7,119,716 ("the '716 patent"), entitled		
16			
17	"Response systems and methods for notification systems for modifying future		
18 19	notifications" (Exhibit A); United States Patent No. 7,482,952 ("the '952 patent"),		
20	entitled "Response systems and methods for notification systems for modifying		
21	future notifications" (Exhibit B); and United States Patent No. 7,504,966 ("the '966		
22	patent"), entitled "Response systems and methods for notification systems for		
23 24	modifying future notifications" (Exhibit C) (collectively, "the Eclipse Patents").		
24 25	4. On information and belief, United is a corporation existing under the		
26			
27	laws of Delaware.		
28	///		
	<b>FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT</b>		

5. On information and belief, United does regular business in this Judicial
 District and conduct leading to United's acts of infringement has occurred in this
 Judicial District.

## JURISDICTION AND VENUE

6 This Court has personal jurisdiction over United because it has engaged 6. 7 in continuous and systematic business in California; upon information and belief, 8 9 derives substantial revenues from commercial activities in California; and, upon 10 information and belief, is operating and/or supporting products or services that fall 11 within one or more claims of Eclipse's patents in this District. 12 13 Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c) and 7.

13 Vende is proper in this District under 28 U.S.C. §§ 1391(b) and (c) and
14 28 U.S.C. § 1400(a) at least because the claim arises in this Judicial District, United
15 may be found and transacts business in this Judicial District, and injuries suffered by
17 Plaintiff took place in this Judicial District. United is subject to the general and
18 specific personal jurisdiction of this Court at least because of its contacts with the
19 State of California.

## FACTUAL BACKGROUND

8. On information and belief, United is an airline that offers domestic and
international flights from cities across the United States, including many from Los
Angeles.
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## FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

9. On information and belief, United creates and maintains a timetable for 1 2 every scheduled United flight, which includes a scheduled departure time and a 3 scheduled arrival time for every United flight. 4 On information and belief, United, either on its own or through its 5 10. 6 agents, monitors the location of its various airplanes, and based at least in part on 7 the location of a given airplane, determines whether a particular flight will depart 8 9 from its scheduled departure city and/or whether a particular flight will arrive at its 10 scheduled arrival city earlier than the scheduled time, at the scheduled time, or later 11 than the scheduled time. 12 13 11. On information and belief, United also uses the location of its various 14 airplanes to determine whether or not to cancel a flight. 15 12. On information and belief, United uses, makes, deploys, advertises, 16 17 and/or operates at least one system and/or service (the "United System") that can 18 automatically notify one or more individuals about the status of a flight. 19 13. On information and belief, as one non-limiting example, the United 20 21 System can automatically notify one or more individuals whether a flight is on time, 22 delayed, or cancelled a set number of hours before the flight is scheduled to depart. 23 On information and belief, as another non-limiting example, the United 14. 24 25 System can automatically notify one or more individuals that the departure of a 26 scheduled flight will be delayed. 27 28 FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

1	15. On information and belief, these notifications can occur through at least		
2	one communications method, including but not limited to through email and/or SMS		
3 4	messages, and that the one or more individuals can select or modify which of the at		
5	least one communications method should be used.		
6	UNITED'S ACTS OF PATENT INFRINGEMENT		
7			
8	16. Eclipse reiterates and reincorporates the allegations set forth in		
9	paragraphs 1 through 15 above as if fully set forth herein.		
10	17. United owns, uses, deploys, and/or operates at least one computerized		
11 12	service and/or system, the United System, for notifying one or more individuals		
13	regarding flight departure and/or arrival times.		
14 15	18. Based at least in part on the location of a United airplane, the United		
13 16	System provides electronic notifications to one or more individuals regarding flight		
17	departure and/or arrival times.		
18	CLAIMS FOR RELIEF		
19			
20	<u>COUNT 1</u> (Patent Infringement of U.S. Patent No. 7,119,716)		
21	<u>Under 35 U.S.C. § 271 et seq.)</u>		
22			
23	19. Eclipse reiterates and reincorporates the allegations set forth in		
24	paragraphs 1 through 18 above as if fully set forth herein.		
25	20. On October 10, 2006, the United States Patent and Trademark Office		
26	duly and legally issued United States Patent No. 7,119,716, entitled "Response		
27 28	systems and methods for notification systems for modifying future notifications."		
<b>4</b> 0			
	4 FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT		

Eclipse is the owner of the entire right, title and interest in and to the '716 patent. A 1 2 true and correct copy of the '716 patent is attached as Exhibit A to this Complaint. 3 The '716 patent is valid and enforceable. 21. 4 Eclipse is informed and believes, and thereupon alleges, that: 5 22. 6 (1) United has infringed and continues to infringe one or more claims of the '716 7 patent, literally and/or under the doctrine of equivalents and additionally and/or in 8 9 the alternative, (2) United has actively induced and continues to actively induce 10 and/or has contributed to and continues to contribute to the infringement of one or 11 more claims of the '716 patent in this District and elsewhere in the United States. 12 13 On information and belief, United has directly infringed and continues 23. 14 to directly infringe one or more claims of the '716 patent, in violation of 35 U.S.C. 15 § 271(a), by, among other things, making, using, offering for sale, and/or selling a 16 17 method for communications in connection with a computer-based notification 18 system to, for example: store contact data in computer memory; provide electronic 19 notification communications to a personal communications device based on the 20 21 contact data; receive changes to the contact data; and modify if and/or how future 22 notification communications will be sent. 23 Additionally and/or in the alternative, on information and belief, United 24. 24 25 has actively induced and continues to actively induce and/or has contributed to and 26 continues to contribute to the infringement of one or more claims of the '716 patent, 27 in violation of 35 U.S.C. § 271(b) and/or (c), by, among other things, actively, 28 FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

knowingly, and intentionally encouraging, aiding, and/or abetting others to make, 1 2 use, offer for sale, and/or sell portions of a computer-based notification system that 3 infringes one or more claims of the '716 patent, with the specific intent to encourage 4 infringement and with the knowledge that the making, using, offering to sell, and/or 5 6 selling of such a system would constitute infringement.

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On information and belief, United has had knowledge of the '716 patent 25. 8 9 at least as early as October 31, 2011, when it received a demand letter from Eclipse 10 identifying the '716 patent as one of the patents in Eclipse's portfolio. On 11 September 16, 2013, Eclipse served United with a copy of the Complaint, which set 12 13 forth factual allegations of United's infringement. See Dkt. No. 11. At least as 14 early as September 16, 2013, United knew or should have known that its continued 15 offering, use, deployment, and/or operation of the at least one flight notification 16 17 service and/or system and its continued support of others, if those parties perform 18 any limitations of one or more of the claims of the '716 patent, would induce direct 19 infringement of the '716 patent, as it had actual knowledge of the patent and factual 20 21 allegations of its infringement thereof. 22 26. On information and belief, United has not changed or modified its 23 infringing behavior since September 16, 2013.

25 United's aforesaid infringing activity has directly and proximately 27. 26 caused damage to Plaintiff Eclipse, including loss of profits from sales and/or 27 licensing revenues it would have made but for the infringements. Unless enjoined, 28

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

the aforesaid infringing activity will continue and cause irreparable injury to Eclipse 1 2 for which there is no adequate remedy at law. 3 COUNT 2 4 (Patent Infringement of U.S. Patent No. 7,482,952 Under 35 U.S.C. § 271 *et seq.*) 5 6 28. Eclipse reiterates and reincorporates the allegations set forth in 7 paragraphs 1 through 27 above as if fully set forth herein. 8 9 29. On January 27, 2009, the United States Patent and Trademark Office 10 duly and legally issued United States Patent No. 7,482,952, entitled "Response 11 systems and methods for notification systems for modifying future notifications." 12 13 Eclipse is the owner of the entire right, title and interest in and to the '952 patent. A 14 true and correct copy of the '952 patent is attached as Exhibit B to this Complaint. 15 The '952 patent is valid and enforceable. 30. 16 17 31. Eclipse is informed and believes, and thereupon alleges, that: 18 (1) United has infringed and continues to infringe one or more claims of the '952 19 patent, literally and/or under the doctrine of equivalents and additionally and/or in 20 21 the alternative, (2) United has actively induced and continues to actively induce 22 and/or has contributed to and continues to contribute to the infringement of one or 23 more claims of the '952 patent in this District and elsewhere in the United States. 24 25 On information and belief, United has directly infringed and continues 32. 26 to directly infringe one or more claims of the '952 patent, in violation of 35 U.S.C. 27 § 271(a), by, among other things, making, using, offering for sale, and/or selling a 28 FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

method for a computer-based notification system to, for example: schedule a
notification to a personal communications device regarding a flight; determine
changes in schedule of the flight; notify one or more individuals of the change in
schedule; and allow the one or more individuals to cancel the later-scheduled
notification.

7 Additionally and/or in the alternative, on information and belief, United 33. 8 9 has actively induced and continues to actively induce and/or has contributed to and 10 continues to contribute to the infringement of one or more claims of the '952 patent, 11 in violation of 35 U.S.C. § 271(b) and/or (c), by, among other things, actively, 12 13 knowingly, and intentionally encouraging, aiding, and/or abetting others to make, 14 use, offer for sale, and/or sell portions of a computer-based notification system that 15 infringes one or more claims of the '952 patent, with the specific intent to encourage 16 17 infringement and with the knowledge that the making, using, offering to sell, and/or 18 selling of such a system would constitute infringement. 19 On information and belief, United has had knowledge of the '952 patent 34. 20 21 at least as early as October 31, 2011, when it received a demand letter from Eclipse 22 identifying the '952 patent as one of the patents in Eclipse's portfolio. On 23 September 16, 2013, Eclipse served United with a copy of the Complaint, which set 24 25 forth factual allegations of United's infringement. See Dkt. No. 11. At least as 26 early as September 16, 2013, United knew or should have known that its continued 27 offering, use, deployment, and/or operation of the at least one flight notification 28

## FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

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service and/or system and its continued support of others, if those parties perform 1 2 any limitations of one or more of the claims of the '952 patent, would induce direct 3 infringement of the '952 patent, as it had actual knowledge of the patent and factual 4 allegations of its infringement thereof. 5 6 On information and belief, United has not changed or modified its 35. 7 infringing behavior since September 16, 2013. 8 9 36. United's aforesaid infringing activity has directly and proximately 10 caused damage to Plaintiff Eclipse, including loss of profits from sales and/or 11 licensing revenues it would have made but for the infringements. Unless enjoined, 12 13 the aforesaid infringing activity will continue and cause irreparable injury to Eclipse 14 for which there is no adequate remedy at law. 15 COUNT 3 16 (Patent Infringement of U.S. Patent No. 7,504,966 17 Under 35 U.S.C. § 271 *et seq.*) 18 Eclipse reiterates and reincorporates the allegations set forth in 37. 19 paragraphs 1 through 36 above as if fully set forth herein. 20 21 38. On March 17, 2009, the United States Patent and Trademark Office 22 duly and legally issued United States Patent No. 7,504,966, entitled "Response 23 systems and methods for notification systems for modifying future notifications." 24 25 Eclipse is the owner of the entire right, title and interest in and to the '966 patent. A 26 true and correct copy of the '966 patent is attached as Exhibit C to this Complaint. 27 39. The '966 patent is valid and enforceable. 28 FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Eclipse is informed and believes, and thereupon alleges, that: 40. 1 2 (1) United has infringed and continues to infringe one or more claims of the '966 3 patent, literally and/or under the doctrine of equivalents and additionally and/or in 4 the alternative, (2) United has actively induced and continues to actively induce 5 6 and/or has contributed to and continues to contribute to the infringement of one or 7 more claims of the '966 patent in this District and elsewhere in the United States. 8 9 41. On information and belief, United has directly infringed and continues 10 to directly infringe one or more claims of the '966 patent, in violation of 35 U.S.C. 11 § 271(a), by, among other things, making, using, offering for sale, and/or selling a 12 13 method for communications in connection with a computer-based notification 14 system to, for example: monitor the location of a plane; send a notification 15 communication to a personal communications device when appropriate; receive a 16 17 response from the personal communications device; and based upon the response, 18 initiate one or more future notifications to one or more different individuals, initiate 19 one or more future notifications using one or more different communications 20 21 methods, and/or change the time at which a notification is to be sent. 22 42. Additionally and/or in the alternative, on information and belief, United 23 has actively induced and continues to actively induce and/or has contributed to and 24 25 continues to contribute to the infringement of one or more claims of the '966 patent, 26 in violation of 35 U.S.C. § 271(b) and/or (c), by, among other things, actively, 27 knowingly, and intentionally encouraging, aiding, and/or abetting others to make, 28 FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

use, offer for sale, and/or sell portions of a computer-based notification system that
 infringes one or more claims of the '966 patent, with the specific intent to encourage
 infringement and with the knowledge that the making, using, offering to sell, and/or
 selling of such a system would constitute infringement.

- 6 On information and belief, United has had knowledge of the '966 patent 43. 7 at least as early as October 31, 2011, when it received a demand letter from Eclipse 8 9 identifying the '966 patent as one of the patents in Eclipse's portfolio. On 10 September 16, 2013, Eclipse served United with a copy of the Complaint, which set 11 forth factual allegations of United's infringement. See Dkt. No. 11. At least as 12 13 early as September 16, 2013, United knew or should have known that its continued 14 offering, use, deployment, and/or operation of the at least one flight notification 15 service and/or system and its continued support of others, if those parties perform 16 17 any limitations of one or more of the claims of the '966 patent, would induce direct 18 infringement of the '966 patent, as it had actual knowledge of the patent and factual 19 allegations of its infringement thereof. 20
- 44. On information and belief, United has not changed or modified its
  infringing behavior since September 16, 2013.
- 45. United's aforesaid infringing activity has directly and proximately
  caused damage to Plaintiff Eclipse, including loss of profits from sales and/or
  licensing revenues it would have made but for the infringements. Unless enjoined,
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the aforesaid infringing activity will continue and cause irreparable injury to Eclipse 1 2 for which there is no adequate remedy at law. 3 **PRAYER FOR RELIEF** 4 WHEREFORE, Plaintiff Eclipse asks this Court to enter judgment against 5 6 United and against each of United's respective subsidiaries, affiliates, agents, 7 servants, employees and all persons in active concert or participation with it, 8 9 granting the following relief: 10 A judgment that United has infringed each and every one of the Eclipse 1. 11 Patents; 12 13 A permanent injunction against United, its respective officers, agents, 2. 14 servants, employees, attorneys, parent and subsidiary corporations, assigns and 15 successors in interest, and those persons in active concert or participation with them, 16 17 enjoining them from direct and indirect infringement of each and every one of the 18 **Eclipse Patents;** 19 An award of damages adequate to compensate Eclipse for the 3. 20 21 infringement that has occurred, together with prejudgment interest from the date 22 infringement of the Eclipse Patents began; 23 A reasonable royalty for United's use of Eclipse's patented technology, 4. 24 25 as alleged herein; 26 An award to Eclipse of all remedies available under 35 U.S.C. §§ 284 5. 27 and 285; and, 28 FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Case 2:	13-cv-06653-SJO-FFM Document 14 Filed 10/21/13 Page 14 of 14 Page ID #:401
1 2 3	6. Such other and further relief as this Court or a jury may deem proper and just.
4 5 6	DATED: October 21, 2013 OLAVI DUNNE LLP
7 8 9 10 11	By: <u>/s/ Matt Olavi</u> Matt Olavi Brian J. Dunne <i>Attorneys for Plaintiff</i> <i>Eclipse IP LLC</i>
12 13 14 15	<u>JURY DEMAND</u>
16 17 18 19	Eclipse demands a trial by jury on all issues so triable pursuant to Federal Rule of Civil Procedure 38.
20 21 22 23	DATED: October 21, 2013 OLAVI DUNNE LLP By: <u>/s/ Matt Olavi</u>
23 24 25 26	Matt Olavi Brian J. Dunne <i>Attorneys for Plaintiff</i> <i>Eclipse IP LLC</i>
27 28	13 FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT