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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 ECLIPSE IP LLC, a Florida Limited) Case No. 2:13-cv-06653-SJO-FFM
12 Liability Company,)
13 Plaintiff,) **FIRST AMENDED COMPLAINT**
14) **FOR PATENT INFRINGEMENT**
15 v.) **TRIAL BY JURY DEMANDED**
16 UNITED AIRLINES, INC., a Delaware)
17 Corporation,)
18 Defendant.)
19)

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1 Plaintiff Eclipse IP LLC (“Eclipse”), by and through counsel, complains
2 against United Airlines, Inc. (“United”) as follows:

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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 *et seq.* This Court has
7 exclusive jurisdiction over the subject matter of the Complaint under 28 U.S.C.
8 §§ 1331 and 1338(a).
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10 **PARTIES AND PATENTS**

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12 2. Eclipse is a company organized under the laws of Florida and having a
13 principal place of business at 115 NW 17th St, Delray Beach, Florida 33444.

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15 3. Eclipse owns all right, title, and interest in and has standing to sue for
16 infringement of United States Patent No. 7,119,716 ("the '716 patent"), entitled
17 "Response systems and methods for notification systems for modifying future
18 notifications" (Exhibit A); United States Patent No. 7,482,952 ("the '952 patent"),
19 entitled "Response systems and methods for notification systems for modifying
20 future notifications" (Exhibit B); and United States Patent No. 7,504,966 ("the '966
21 patent"), entitled "Response systems and methods for notification systems for
22 modifying future notifications" (Exhibit C) (collectively, "the Eclipse Patents").
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25 4. On information and belief, United is a corporation existing under the
26 laws of Delaware.
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1 9. On information and belief, United creates and maintains a timetable for
2 every scheduled United flight, which includes a scheduled departure time and a
3 scheduled arrival time for every United flight.
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5 10. On information and belief, United, either on its own or through its
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 from its scheduled departure city and/or whether a particular flight will arrive at its
9 scheduled arrival city earlier than the scheduled time, at the scheduled time, or later
10 than the scheduled time.
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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.
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16 12. On information and belief, United uses, makes, deploys, advertises,
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.
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20 13. On information and belief, as one non-limiting example, the United
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.
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24 14. On information and belief, as another non-limiting example, the United
25 System can automatically notify one or more individuals that the departure of a
26 scheduled flight will be delayed.
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1 Eclipse is the owner of the entire right, title and interest in and to the '716 patent. A
2 true and correct copy of the '716 patent is attached as Exhibit A to this Complaint.

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4 21. The '716 patent is valid and enforceable.

5 22. Eclipse is informed and believes, and thereupon alleges, that:

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 the alternative, (2) United has actively induced and continues to actively induce
9 and/or has contributed to and continues to contribute to the infringement of one or
10 more claims of the '716 patent in this District and elsewhere in the United States.
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13 23. On information and belief, United has directly infringed and continues
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 method for communications in connection with a computer-based notification
17 system to, for example: store contact data in computer memory; provide electronic
18 notification communications to a personal communications device based on the
19 contact data; receive changes to the contact data; and modify if and/or how future
20 notification communications will be sent.
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24 24. Additionally and/or in the alternative, on information and belief, United
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,
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1 knowingly, and intentionally encouraging, aiding, and/or abetting others to make,
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 selling of such a system would constitute infringement.
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8 25. On information and belief, United has had knowledge of the '716 patent
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 forth factual allegations of United's infringement. *See* Dkt. No. 11. At least as
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 any limitations of one or more of the claims of the '716 patent, would induce direct
17 infringement of the '716 patent, as it had actual knowledge of the patent and factual
18 allegations of its infringement thereof.
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22 26. On information and belief, United has not changed or modified its
23 infringing behavior since September 16, 2013.
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25 27. United's aforesaid infringing activity has directly and proximately
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,
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1 the aforesaid infringing activity will continue and cause irreparable injury to Eclipse
2 for which there is no adequate remedy at law.

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4 **COUNT 2**

5 **(Patent Infringement of U.S. Patent No. 7,482,952**
6 **Under 35 U.S.C. § 271 et seq.)**

7 28. Eclipse reiterates and reincorporates the allegations set forth in
8 paragraphs 1 through 27 above as if fully set forth herein.

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 Eclipse is the owner of the entire right, title and interest in and to the '952 patent. A
13 true and correct copy of the '952 patent is attached as Exhibit B to this Complaint.

14 30. The '952 patent is valid and enforceable.

15 31. Eclipse is informed and believes, and thereupon alleges, that:

16 (1) United has infringed and continues to infringe one or more claims of the '952
17 patent, literally and/or under the doctrine of equivalents and additionally and/or in
18 the alternative, (2) United has actively induced and continues to actively induce
19 and/or has contributed to and continues to contribute to the infringement of one or
20 more claims of the '952 patent in this District and elsewhere in the United States.

21 32. On information and belief, United has directly infringed and continues
22 to directly infringe one or more claims of the '952 patent, in violation of 35 U.S.C.
23 § 271(a), by, among other things, making, using, offering for sale, and/or selling a
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1 method for a computer-based notification system to, for example: schedule a
2 notification to a personal communications device regarding a flight; determine
3 changes in schedule of the flight; notify one or more individuals of the change in
4 schedule; and allow the one or more individuals to cancel the later-scheduled
5 notification.
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8 33. Additionally and/or in the alternative, on information and belief, United
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 knowingly, and intentionally encouraging, aiding, and/or abetting others to make,
13 use, offer for sale, and/or sell portions of a computer-based notification system that
14 infringes one or more claims of the '952 patent, with the specific intent to encourage
15 infringement and with the knowledge that the making, using, offering to sell, and/or
16 selling of such a system would constitute infringement.
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20 34. On information and belief, United has had knowledge of the '952 patent
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 forth factual allegations of United's infringement. *See* Dkt. No. 11. At least as
25 early as September 16, 2013, United knew or should have known that its continued
26 offering, use, deployment, and/or operation of the at least one flight notification
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1 service and/or system and its continued support of others, if those parties perform
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.
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6 35. On information and belief, United has not changed or modified its
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8 infringing behavior since September 16, 2013.

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 the aforesaid infringing activity will continue and cause irreparable injury to Eclipse
13 for which there is no adequate remedy at law.
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16 **COUNT 3**

17 (Patent Infringement of U.S. Patent No. 7,504,966
18 Under 35 U.S.C. § 271 et seq.)

19 37. Eclipse reiterates and reincorporates the allegations set forth in
20 paragraphs 1 through 36 above as if fully set forth herein.

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 Eclipse is the owner of the entire right, title and interest in and to the '966 patent. A
25 true and correct copy of the '966 patent is attached as Exhibit C to this Complaint.
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28 39. The '966 patent is valid and enforceable.

1 40. Eclipse is informed and believes, and thereupon alleges, that:

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 and/or has contributed to and continues to contribute to the infringement of one or
6 more claims of the '966 patent in this District and elsewhere in the United States.
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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 method for communications in connection with a computer-based notification
13 system to, for example: monitor the location of a plane; send a notification
14 communication to a personal communications device when appropriate; receive a
15 response from the personal communications device; and based upon the response,
16 initiate one or more future notifications to one or more different individuals, initiate
17 one or more future notifications using one or more different communications
18 methods, and/or change the time at which a notification is to be sent.
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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 continues to contribute to the infringement of one or more claims of the '966 patent,
25 in violation of 35 U.S.C. § 271(b) and/or (c), by, among other things, actively,
26 knowingly, and intentionally encouraging, aiding, and/or abetting others to make,
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1 use, offer for sale, and/or sell portions of a computer-based notification system that
2 infringes one or more claims of the '966 patent, with the specific intent to encourage
3 infringement and with the knowledge that the making, using, offering to sell, and/or
4 selling of such a system would constitute infringement.
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6 43. On information and belief, United has had knowledge of the '966 patent
7 at least as early as October 31, 2011, when it received a demand letter from Eclipse
8 identifying the '966 patent as one of the patents in Eclipse's portfolio. On
9 September 16, 2013, Eclipse served United with a copy of the Complaint, which set
10 forth factual allegations of United's infringement. *See* Dkt. No. 11. At least as
11 early as September 16, 2013, United knew or should have known that its continued
12 offering, use, deployment, and/or operation of the at least one flight notification
13 service and/or system and its continued support of others, if those parties perform
14 any limitations of one or more of the claims of the '966 patent, would induce direct
15 infringement of the '966 patent, as it had actual knowledge of the patent and factual
16 allegations of its infringement thereof.
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18 44. On information and belief, United has not changed or modified its
19 infringing behavior since September 16, 2013.
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21 45. United's aforesaid infringing activity has directly and proximately
22 caused damage to Plaintiff Eclipse, including loss of profits from sales and/or
23 licensing revenues it would have made but for the infringements. Unless enjoined,
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1 the aforesaid infringing activity will continue and cause irreparable injury to Eclipse
2 for which there is no adequate remedy at law.

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4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff Eclipse asks this Court to enter judgment against
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 granting the following relief:

- 9
- 10 1. A judgment that United has infringed each and every one of the Eclipse
11 Patents;
 - 12 2. A permanent injunction against United, its respective officers, agents,
13 servants, employees, attorneys, parent and subsidiary corporations, assigns and
14 successors in interest, and those persons in active concert or participation with them,
15 enjoining them from direct and indirect infringement of each and every one of the
16 Eclipse Patents;
 - 17 3. An award of damages adequate to compensate Eclipse for the
18 infringement that has occurred, together with prejudgment interest from the date
19 infringement of the Eclipse Patents began;
 - 20 4. A reasonable royalty for United's use of Eclipse's patented technology,
21 as alleged herein;
 - 22 5. An award to Eclipse of all remedies available under 35 U.S.C. §§ 284
23 and 285; and,
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