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6 Attorneys for Plaintiff  
AIRCRAFT TECHNICAL PUBLISHERS

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8 IN THE UNITED STATES DISTRICT COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
10 (SAN FRANCISCO DIVISION)  
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12 AIRCRAFT TECHNICAL PUBLISHERS, a  
13 California company,

14 Plaintiff,

15 vs.

16 AVANTEXT, INC., a Pennsylvania  
17 corporation,

18 Defendant.  
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Case No.: \_\_\_\_\_

**COMPLAINT FOR PATENT  
INFRINGEMENT AND FOR WILLFUL  
PATENT INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Aircraft Technical Publishers (“ATP”) alleges against Defendant Avantext,  
2 Inc. (“Avantext”) as follows:

3 **NATURE OF ACTION**

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5 1. This is an action for patent infringement arising out of U.S. Letters Patent No.  
6 5,778,381 issued on July 7, 1998 (the “381 Patent”) to Michael Sandifer, and thereafter assigned  
7 to ATP, and U.S Patent No. 6,292,806 issued on September 18, 2001 (hereinafter the “806  
8 Patent”) to Michael Sandifer, and thereafter assigned to ATP (collectively, the “Patents-in-Suit”).  
9 This action is brought to remedy the infringement of the Patents-in-Suit by Defendant Avantext,  
10 including but not limited to Avantext’s willful direct and contributory patent infringement, as well  
11 as Avantext’s inducing of others to infringe ATP’s patented technology. This action seeks  
12 preliminary and permanent injunctive relief, compensatory and exemplary damages, attorneys’  
13 fees, and costs.  
14

15 **PARTIES**

16 2. Plaintiff ATP is a California corporation with its principal office based in Brisbane,  
17 California. ATP does business within the jurisdiction and venue of this Court. ATP is in the  
18 business of, and a worldwide leader in, the reproduction of computer-based information and data  
19 concerning the airworthiness requirements and other directives relating to non-commercial aircraft.  
20 Such information is used by aircraft owners, mechanics, and others to keep their aircraft properly  
21 maintained. ATP is the owner of all right, title, and interest in the Patents-in-Suit.  
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23 3. Defendant Avantext is, on information and belief, a Pennsylvania corporation with  
24 its principal offices in Conshohocken, Pennsylvania. Avantext is in the same industry as ATP,  
25 and, on information and belief, Avantext sells its products throughout the United States and in this  
26 District. ATP is informed and believes, and on that basis alleges, that Avantext is infringing on the  
27 Patents-in-Suit by offering, and continuing to offer, for sale within this District at least those  
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1 products designated as “AD Basic Library,” “AD Small Aircraft Library,” “AD Large Aircraft  
2 Library,” and “Complete AD Library.”

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4 **JURISDICTION AND VENUE**

5 4. This action arises under the patent laws of the United States, 35 U.S.C. §§ 101 et  
6 seq. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§  
7 1331 and 1338(a). Further, this Court has jurisdiction of this action pursuant to 28 U.S.C. §1332,  
8 diversity of citizenship, as the amount in controversy exceeds the sum of \$75,000 and as the parties  
9 are citizens of and located in different states. Venue is proper in this district pursuant to 28 U.S.C.  
10 §§1391(b) - (c) and 1400(b) in that Defendant has used, sold, offered for sale, distributed, or  
11 otherwise commercially exploited in this District products that infringe upon the Patents-in-Suit.

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13 **STATEMENT OF FACTS**

14 5. ATP is informed and believes that Avantext has incorporated ATP’s patented  
15 technology in products produced and marketed by Avantext under the names “AD Basic Library,”  
16 “AD Small Aircraft Library,” “AD Large Aircraft Library,” and “Complete AD Library,” without  
17 authorization from ATP.

18  
19 6. ATP is informed and believes, and on that basis alleges, that Avantext has actual or  
20 constructive notice regarding the Patents-in-Suit, and that Avantext has continued to use,  
21 manufacture, sell, or offer to sell products that infringe the Patents-in-Suit, or to contribute to  
22 and/or induce others to infringe such patents.

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24 7. ATP is informed and believes, and on that basis alleges, that Avantext has willfully,  
25 directly, and contributorily infringed the Patents-in-Suit and has induced others to infringe said  
26 patents through Avantext’s manufacturing, use, advertising, sales, and marketing efforts.

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**FIRST CLAIM FOR RELIEF**  
**(Willful Patent Infringement)**

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3           9.       Plaintiff ATP realleges each of the allegations of Paragraphs 1 through 8, above,  
4 and incorporates the same by reference as if fully set forth herein.

5           10.       The Patents-in-Suit were duly assigned to ATP. ATP is the owner of all right, title,  
6 and interest in Patents-in-Suit, together with all rights to sue and recover damages for all accrued  
7 and other patent infringements, whether past, present, or future.

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9           11.       ATP is informed and believes, and on that basis alleges, that Avantext is now  
10 infringing, contributorily infringing, or actively inducing infringement by others of at least one  
11 claim of each of the Patents-in-Suit by making, using, offering to sell, importing into, or selling  
12 within this District and elsewhere in the United States, without license or authority from Plaintiff,  
13 certain products or technologies that infringe the Patents-in-Suit, at least in connection with the  
14 “AD Basic Library,” “AD Small Aircraft Library,” “AD Large Aircraft Library,” and “Complete  
15 AD Library” products.

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17           12.       ATP is informed and believes, and on that basis alleges, that by reason of the above  
18 acts, Defendant has caused, is causing, and, unless enjoined and restrained by this Court, will  
19 continue to cause ATP great and irreparable injury to, among other things, the value of the Patents-  
20 in-Suit, the goodwill and business reputation of Plaintiff, and its business relations with customers  
21 and prospective customers, all of which cannot be adequately measured or compensated in money  
22 damages. ATP has no adequate remedy of law and is entitled to injunctive relief enjoining and  
23 restraining Defendant, its officers, agents, servants, employees, partners, licensees, affiliates, and  
24 attorneys, and those persons in active concert or participation with them, including but not limited  
25 to Defendant’s distributors, resellers, and customers, from further manufacture, sales, offers for  
26 sale, other distribution, or use of any infringing product.  
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1 B. On the First Claim for Relief, for compensatory damages in an amount to be proven  
2 at trial, for such damages to be trebled and for attorneys' fees and costs;

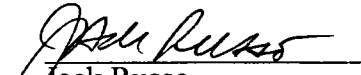
3 C. On the Second Claim for Relief, for compensatory damages in an amount to be  
4 proven at trial and for attorneys' fees and costs;

5 D. For pre-judgment interest at the rate as allowed by law;

6 E. For Plaintiff's attorneys' fees and costs as allowed by law; and

7 F. For such other and further relief as the Court deems just and proper.

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10 Dated: August 13, 2007

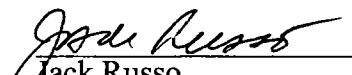
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15 **PLAINTIFF'S DEMAND FOR JURY TRIAL**

16 Pursuant to F.R.C.P. Rule 38, Plaintiff hereby demands trial by jury of all issues triable by  
17 jury.

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19  
20 Dated: August 13, 2007

RUSSO & HALE LLP  
By:   
Jack Russo  
Tim C. Hale

Attorneys for Plaintiff AIRCRAFT  
TECHNICAL PUBLISHERS