



state of Texas and/or conducts business in the state directly or indirectly relating to the controversy at issue. Singapore Airlines maintains a business location at 1717 West 23<sup>rd</sup> Street, Suite 395, DFW Airport, Texas 75261.

5. The court has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1332, and 1338. Venue properly lies in the Eastern District of Texas, Marshall Division, pursuant to 28 U.S.C. §1391(d) and § 1400.

### **FACTUAL BACKGROUND**

6. Intermodal is the assignee of United States Patent Numbers 6,240,362; 6,385,537; and 6,411,897 (hereinafter “the ‘362 Patent”, “the ‘537 Patent”, and “the ‘897 Patent” respectively). Intermodal owns all the right and title to these three patents.

7. The Intermodal patents cover a system and method for scheduling vehicles (which includes aircraft) with a scheduling computer system that uses information derived from transportation requests (passengers and freight) received from remote computer terminals through Internet access. Customers use remote computer terminals to remotely make transportation requests such as passenger reservations or booking cargo shipment reservations. Information gathered directly or indirectly from these requests is used by the scheduling system to create, modify, predict, generate, and update route schedules for vehicles.

8. Singapore Airlines Limited performs a method on a computer scheduling system that uses information derived from transportation requests received from remote computer terminals using Internet access. The Singapore Airlines reservation system accepts transportation requests for the movement of cargo or passengers within the United States. Users can access one or more

computer reservation systems operated by or on behalf of the Defendant remotely over the Internet to make passenger reservations or freight shipment reservations.

9. It is believed that Singapore Airlines uses information derived from the reservation system in its scheduling system to create new route schedules or make changes to route schedules. Singapore Airlines performs these methods on its scheduling system in a manner that is covered by Intermodal's patents.

10. Singapore Airlines computer reservation, booking and scheduling system extends into the United States through the use and operation of a Virtual Private Network and Local Station Computers (as constituent parts of the host system) that functions inside the United States for the beneficial use of consumers inside the United States, the use and operation of a centralized reservation system that functions inside the United States for the beneficial use of consumers inside the United States, the use and operation of a Dedicated Internet Servicing Line that functions inside the United States for the beneficial use of consumers inside the United States, the use and operation of a Local Internet Support Team that functions inside the United States for the beneficial use of consumer inside the United States, and the use and operation of PCs and Internet Access as part of the Singapore Airlines system that functions inside the United States for the beneficial use of consumer inside the United States.

11. Passenger and freight transportation booking, reservation, and scheduling information is communicated through and/or available on Singapore Airlines Virtual Private Network and Local Station Computer (as constituent parts of the host system) that functions inside the United States for the beneficial use of consumers inside the United States. Consumers inside the United States use remote computer terminals inside the United States to access the Singapore Airlines

booking, reservation and scheduling system by and through the Singapore Airlines Virtual Private Network and Local Station Computer to place passenger and freight transportation requests for vehicles traveling inside the United States. Singapore Airlines is believed to use information derived from these transportation requests received from consumers of the goods and services in the United States to schedule vehicles traveling inside the United States.

12. The Singapore Airlines Virtual Private Network and the Local Stations (as constituent parts of the host computer system) located inside the United States receive freight and passenger transportation requests from consumers located inside the United States for the beneficial use of the United States consumers, and the Singapore Airlines Virtual Private Network and the Local Stations (as constituent parts of the host computer system) located inside the United States analyze existing routes and route schedules, predict arrival and departure times for aircraft vehicles, and update vehicle schedules.

13. Upon information and belief and with respect to freight courier vehicles carrying freight to and from consumers inside the United States, Singapore Airlines directly or indirectly creates a route based on received transportation requests, predicts an arrival and a departure time for vehicles, analyzes existing routes, modifies existing routes, and generates a route schedule for those vehicles.

14. The Defendants' scheduling and reservation computer system infringes Plaintiff's patents by making, using, offering to sell, and importing into the United States products and services that include passenger and freight transportation services that are performed using methods covered by the infringed patents. Control and beneficial use of the Defendant's computer system and its method of operation are located within the United States. Further, Singapore Airlines computer

reservation, booking and scheduling system includes certain components located within the United States which, when combined with other components, infringe the subject patents if such combination occurred within the United States.

**COUNT I – INFRINGEMENT OF U.S. PATENT 6,240,362**

15. Intermodal repeats the allegations of paragraphs 1-14 as if fully set forth herein.

16. U.S. Patent 6,240,362, entitled “Method to Schedule a Vehicle in Real-Time to Transport Freight and Passengers” issued on May 29, 2001 (“the ‘362 Patent”). A copy of the ‘362 Patent is attached as Exhibit A to this Complaint. Intermodal is the owner of the entire right, title, and interest in and to the ‘362 Patent.

17. Singapore Airlines has infringed, continues to infringe, induces others to infringe, and/or contributes to the infringement of the ‘362 Patent by operating its computer scheduling system in a manner that is covered by the scope of the ‘362 Patent. Singapore Airlines infringes the ‘362 Patent, directly or indirectly, by making, using, selling, importing, offering to sell and import into the United States products and services, including its reservation, booking and scheduling system by and through computer components located in the United States for the beneficial use of consumers in the United States.

18. Singapore Airlines’ acts of infringement of the ‘362 Patent have caused and will continue to cause immediate and irreparable injury to Plaintiff for which Plaintiff is entitled to injunctive relief under 35 U.S.C. § 283. Singapore Airlines will continue to infringe the ‘362 Patent unless enjoined by this Court.

19. Singapore Airlines’ acts of infringement for the ‘362 Patent have caused and will continue to cause injury to Plaintiff for which Plaintiff is entitled to relief under 35 U.S.C. § 284.

20. Singapore Airlines' infringement of the '362 Patent has been and continues to be willful and deliberate, and in flagrant disregard of Plaintiff's rights under the '362 Patent.

**COUNT II – INFRINGEMENT OF U.S. PATENT 6,385,537**

21. Intermodal repeats the allegations of paragraphs 1-14 as if fully set forth herein.

22. U.S. Patent 6,385,537, entitled "Method to Schedule in Real-Time the Transportation of Freight and Passengers" issued on May 7, 2002 ("the '537 Patent"). A copy of the '537 Patent is attached as Exhibit B to this Complaint. Intermodal is the owner of the entire right, title, and interest in and to the '537 Patent.

23. Singapore Airlines has infringed, continues to infringe, induces others to infringe, and/or contributes to the infringement of the '537 Patent by operating its computer scheduling system in a manner that is covered by the scope of the '537 Patent. Singapore Airlines infringes the '537 Patent, directly or indirectly, by making, using, selling, importing, offering to sell and import into the United States products and services, including its reservation, booking and scheduling system by and through computer components located in the United States for the beneficial use of consumers in the United States.

24. Singapore Airlines' acts of infringement of the '537 Patent have caused and will continue to cause immediate and irreparable injury to Plaintiff for which Plaintiff is entitled to injunctive relief under 35 U.S.C. § 283. Singapore Airlines will continue to infringe the '537 Patent unless enjoined by this Court.

25. Singapore Airlines' acts of infringement for the '537 Patent have caused and will continue to cause injury to Plaintiff for which Plaintiff is entitled to relief under 35 U.S.C. § 284.

26. Singapore Airlines' infringement of the '537 Patent has been and continues to be willful and deliberate, and in flagrant disregard of Plaintiff's rights under the '537 Patent.

**COUNT III – INFRINGEMENT OF U.S. PATENT 6,411,897**

27. Intermodal repeats the allegations of paragraphs 1-14 as if fully set forth herein.

28. U.S. Patent 6,411,897, entitled "Method to Schedule a Vehicle in Real-Time to Transport Freight and Passengers" issued on June 25, 2002 ("the '897 Patent"). A copy of the '897 Patent is attached as Exhibit C to this Complaint. Intermodal is the owner of the entire right, title, and interest in and to the '897 Patent.

29. Singapore Airlines has infringed, continues to infringe, induces others to infringe, and/or contributes to the infringement of the '897 Patent by operating its computer scheduling system in a manner that is covered by the scope of the '897 Patent. Singapore Airlines infringes the '897 Patent, directly or indirectly, by making, using, selling, importing, offering to sell and import into the United States products and services, including its reservation, booking and scheduling system by and through computer components located in the United States for the beneficial use of consumers in the United States.

30. Singapore Airlines' acts of infringement of the '897 Patent has caused and will continue to cause immediate and irreparable injury to Plaintiff for which Plaintiff is entitled to injunctive relief under 35 U.S.C. § 283. Singapore Airlines will continue to infringe the '897 Patent unless enjoined by this Court.

31. Singapore Airlines' acts of infringement for the '897 Patent has caused and will continue to cause injury to Plaintiff for which Plaintiff is entitled to relief under 35 U.S.C. § 284.

32. Singapore Airlines' infringement of the '897 Patent has been and continues to be willful and deliberate, and in flagrant disregard of Plaintiff's rights under the '897 Patent.

**WHEREFORE**, Intermodal prays for judgment as follows:

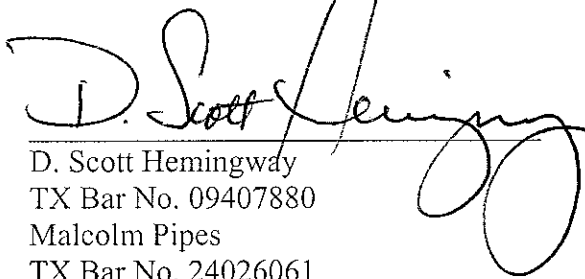
1. Adjudge U.S. Patent 6,240,362 to be valid and infringed;
2. Adjudge U.S. Patent 6,385,537 to be valid and infringed;
3. Adjudge U.S. Patent 6,411,897 to be valid and infringed;
4. Preliminarily and permanently enjoin Defendant, and any other person or entity in concert or participation with the Defendant, from any infringing activity that is covered by Intermodal's patent rights and federal patent law protection.
5. Award Intermodal the costs, expenses, and reasonable attorney fee incurred in bringing and prosecuting this action; and
6. Award Plaintiff damages, including treble damages for willful and deliberate acts of infringement, and such other and further relief that the Court deems just and proper.

**Jury Demand**

Plaintiff hereby demands trial by jury on all issues.



Respectfully submitted,



Dated: 3-15-05

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