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12 IN THE UNITED STATES DISTRICT COURT  
 FOR THE CENTRAL DISTRICT OF CALIFORNIA

<p>14 In Re Katz Interactive Call Processing          Patent Litigation</p>	<p>Case No. 07-ML-01816-B RGK          (FFMx)</p>
<p>16 RONALD A. KATZ TECHNOLOGY          LICENSING, L.P.</p> <p>17          Plaintiff,</p> <p>18          v.</p> <p>19          AETNA INC., AETNA RX HOME          20 DELIVERY, LLC, WELLPOINT,          INC., PROFESSIONAL CLAIM          21 SERVICES, INC., D/B/A          WELLPOINT PHARMACY          22 MANAGEMENT, INC., ANTHEM          PRESCRIPTION MANAGEMENT,          23 LLC, PRECISION RX, INC.,          CAREMARK RX, INC., CAREMARK          24 INC., D/B/A CAREMARK          PRESCRIPTION SERVICES, THE          25 KROGER CO., KROGER TEXAS          L.P., and HEALTHY OPTIONS, INC.,          26 D/B/A POSTAL PRESCRIPTION          SERVICES</p> <p>27          Defendants.</p>	<p>Case No. CV 07-2213 RGK (FFMx)</p> <p>Transferred from the United States          District Court for the Eastern District          of Texas          Case No. 06-CV-335-TJW</p> <p><b>PLAINTIFF RONALD A. KATZ          TECHNOLOGY LICENSING,          L.P.'S FIRST AMENDED          COMPLAINT FOR PATENT          INFRINGEMENT</b></p> <p>DEMAND FOR JURY TRIAL</p>

1 Plaintiff, Ronald A. Katz Technology Licensing, L.P. (“Katz Technology  
2 Licensing”), by counsel, alleges as follows:

3 **THE PARTIES**

4 1. Plaintiff Katz Technology Licensing is a limited partnership organized  
5 under the laws of the State of California, and having a principal place of business at  
6 9220 Sunset Blvd. #315, Los Angeles, CA 90069.

7 2. On information and belief, Defendant Aetna Inc. is a Pennsylvania  
8 entity maintaining its principal place of business at 151 Farmington Ave., Hartford,  
9 CT 06156.

10 3. On information and belief, Aetna Rx Home Delivery, L.L.C. (“Aetna  
11 Rx”) is a Delaware entity maintaining its principal place of business at 151  
12 Farmington Ave., Hartford, CT 06156.

13 4. On information and belief, Defendant WellPoint, Inc. is an Indiana  
14 entity maintaining its principal place of business at 120 Monument Circle,  
15 Indianapolis, IN 46204.

16 5. On information and belief, Defendant Professional Claim Services  
17 Inc., dba WellPoint Pharmacy Management, Inc., (“WellPoint Pharmacy”) is a New  
18 York entity maintaining its principal place of business at 120 Monument Circle,  
19 Indianapolis, IN 46204.

20 6. On information and belief, Defendant Anthem Prescription  
21 Management, L.L.C. (“Anthem Prescription”) is an Ohio entity maintaining its  
22 principal place of business at 8890 Duke Blvd., Mason, OH 45040.

23 7. On information and belief, Defendant Precision Rx, Inc., is a Delaware  
24 entity with its principal place of business at 120 Monument Circle, Indianapolis, IN  
25 46204.

26 8. On information and belief, Defendant Caremark Rx, Inc. (“Caremark”)  
27 is a Delaware entity maintaining its principal place of business at 211 Commerce  
28 Street, Suite 800, Nashville, TN 37201.

1           9.     On information and belief, Defendant Caremark Inc., dba Caremark  
2 Prescription Services, (“Caremark Prescription”) is a California entity maintaining  
3 its principal place of business at 211 Commerce Street, Suite 800, Nashville, TN  
4 37201.

5           10.    On information and belief, Defendant The Kroger Co. is an Ohio entity  
6 maintaining its principal place of business at 1014 Vine Street, Cincinnati, OH  
7 45202.

8           11.    On information and belief, Defendant Kroger Texas L.P. is an Ohio  
9 entity maintaining its principal place of business at 1014 Vine Street, Cincinnati,  
10 Ohio 45202 and offices at 16770 Imperial Valley Dr., Suite 200, Houston, TX  
11 77060.

12          12.    On information and belief, Defendant Healthy Options, Inc., dba  
13 Postal Prescription Services, (“Healthy Options”) is a Delaware entity maintaining  
14 its principal place of business at 3800 SE 22nd Avenue, Portland, OR 97202.

15                                   **JURISDICTION AND VENUE**

16          13.    This is a civil action for patent infringement arising under the United  
17 States patent statutes, 35 U.S.C. § 1 *et seq.*

18          14.    The United States District Court for the Eastern District of Texas (“the  
19 Texas Court”) has jurisdiction over the subject matter of this action under 28 U.S.C.  
20 §§ 1331 and 1338(a).

21          15.    Upon information and belief, Defendants Aetna and Aetna Rx  
22 (collectively, the “Aetna defendants”) are subject to the Texas Court’s personal  
23 jurisdiction because they do and have done substantial business in the Eastern  
24 District of Texas, including: (i) operating infringing automated telephone call  
25 processing systems, including without limitation customer service systems that  
26 allow their customers, including customers within the State of Texas and the  
27 Eastern District of Texas, to order prescriptions and/or obtain other services over  
28 the telephone, including without limitation the “Aetna Voice Advantage,” Aetna Rx

1 Home Delivery, Aetna U.S. Healthcare, and Aetna/TRS claim customer service  
2 systems; and/or (ii) regularly doing or soliciting business, engaging in other  
3 persistent courses of conduct, and/or deriving substantial revenue from services  
4 provided to individuals in the State of Texas and the Eastern District of Texas. In  
5 addition, Defendant Aetna Rx has designated an agent for service of process in the  
6 State of Texas.

7 16. Upon information and belief, Defendants WellPoint, Inc., WellPoint  
8 Pharmacy, Anthem Prescription, and Precision Rx, Inc., (collectively, “the  
9 WellPoint/Anthem defendants”) are subject to the Texas Court’s personal  
10 jurisdiction because they do and have done substantial business in the Eastern  
11 District of Texas, including: (i) operating infringing automated telephone call  
12 processing systems, including without limitation customer service systems that  
13 allow their customers, including customers within the State of Texas and in the  
14 Eastern District of Texas, to order prescriptions and/or obtain other services over  
15 the telephone, including without limitation the Precision Rx and Anthem  
16 Prescription Rx customer service systems; and/or (ii) regularly doing or soliciting  
17 business, engaging in other persistent courses of conduct, and/or deriving  
18 substantial revenue from services provided to individuals in the State of Texas and  
19 in the Eastern District of Texas. In addition, Defendant Precision Rx, Inc. has  
20 designated an agent for service of process in the State of Texas.

21 17. Upon information and belief, Defendants Caremark and Caremark  
22 Prescription (collectively, the “Caremark defendants”) are subject to the Texas  
23 Court’s personal jurisdiction because they do and have done substantial business in  
24 the Eastern District of Texas, including: (i) operating infringing automated  
25 telephone call processing systems, including without limitation customer service  
26 systems that allow their customers, including customers within the State of Texas  
27 and in the Eastern District of Texas, to order prescriptions and/or obtain other  
28 services over the telephone; and/or (ii) regularly doing or soliciting business,

1 engaging in other persistent courses of conduct, and/or deriving substantial revenue  
2 from services provided to individuals in the State of Texas and in the Eastern  
3 District of Texas. In addition, Defendant Caremark Prescription has designated an  
4 agent for service of process in the State of Texas.

5 18. Upon information and belief, Defendants The Kroger Co., Kroger  
6 Texas L.P., and Healthy Options (collectively, the “Kroger defendants”) are  
7 subject to the Texas Court’s personal jurisdiction because they do and have done  
8 substantial business in the Eastern District of Texas, including: (i) operating  
9 infringing automated telephone call processing systems, including without  
10 limitation customer service systems that allow their customers, including customers  
11 within the State of Texas and in the Eastern District of Texas, to order prescriptions  
12 and/or obtain other services over the telephone, including without limitation the  
13 “Easy Fill” and 1-800-Krogers customer service systems; and/or (ii) regularly doing  
14 or soliciting business, engaging in other persistent courses of conduct, and/or  
15 deriving substantial revenue from services provided to individuals in the State of  
16 Texas and in the Eastern District of Texas. In addition, the Kroger defendants have  
17 designated an agent for service of process in the State of Texas.

18 19. Venue is proper in the Eastern District of Texas under 28 U.S.C.  
19 §§ 1391(b)-(c) and 1400(b). This case is before this Court pursuant to the Transfer  
20 Order dated March 20, 2007, *In re Katz Interactive Call Processing Patent Litig.*,  
21 Docket No. 1816.

### 22 **BACKGROUND FACTS**

23 20. Ronald A. Katz (“Mr. Katz”), founder of Katz Technology Licensing,  
24 is the sole inventor of each of the patents in suit. Mr. Katz has been widely  
25 recognized as one of the most prolific and successful inventors of our time, and his  
26 inventions over the last forty-plus years have been utilized by literally millions of  
27 people.

28 21. In 1961, Mr. Katz co-founded Telecredit Inc. (“Telecredit”), the first

1 company to provide online, real-time credit authorization, allowing merchants to  
2 verify checks over the telephone. Further innovations from Telecredit include the  
3 first online, real-time, point-of-sale credit verification terminal, which enabled  
4 merchants to verify checks without requiring the assistance of a live operator, and  
5 the first device that used and updated magnetically-encoded cards in automated  
6 teller machines. Multiple patents issued from these innovations, including patents  
7 co-invented by Mr. Katz.

8 22. Telecredit was eventually acquired by Equifax, and has now been spun  
9 off as Certegy, a public company traded on the New York Stock Exchange.  
10 Certegy continues to provide services in the credit and check verification field  
11 established by Mr. Katz and Telecredit.

12 23. Mr. Katz's inventions have not been limited to telephonic check  
13 verification. Indeed, Mr. Katz is responsible for advancements in many fields of  
14 technology. Among his most prominent and well-known innovations are those in  
15 the field of interactive call processing. Mr. Katz's inventions in that field are  
16 directed to the integration of telephonic systems with computer databases and live  
17 operator call centers to provide interactive call processing services.

18 24. The first of Mr. Katz's interactive call processing patents issued on  
19 December 20, 1988. More than fifty U.S. patents have issued to Mr. Katz for his  
20 inventions in the interactive call processing field, including each of the patents-in-  
21 suit.

22 25. In 1988, Mr. Katz partnered with American Express to establish FDR  
23 Interactive Technologies, later renamed Call Interactive, to provide interactive call  
24 processing services based on Mr. Katz's inventions. The American Express  
25 business unit involved in this joint venture later became known as First Data.

26 26. Early clients of Call Interactive included *The New York Times*, ABC's  
27 *Monday Night Football*, KABC Radio, CBS News, and Beatrice Foods (Hunt-  
28 Wesson division).

1           27. Many of these clients utilized Call Interactive technology for high-  
2 profile events. For example, CBS News hired Call Interactive to operate an  
3 interactive, real-time telephone poll to gauge viewer reaction to President George  
4 H.W. Bush's 1992 State of the Union address.

5           28. Mr. Katz sold his interest in Call Interactive to American Express in  
6 1989 but continued to provide advisory services to Call Interactive until 1992.  
7 American Express later spun off the First Data business unit into a separate  
8 corporation, and with that new entity went Mr. Katz's interactive call processing  
9 patents and the Call Interactive call processing business. The former Call  
10 Interactive, now known as First Data Voice Services, continues to provide call  
11 processing solutions today.

12           29. In 1994, Mr. Katz formed Katz Technology Licensing, which acquired  
13 the rights to the entire interactive call processing patent portfolio, including the  
14 rights to each of the patents-in-suit, from First Data, the owner of all of the Katz  
15 interactive call processing patents at that time.

16           30. The marketplace has clearly recognized the value of Mr. Katz's  
17 inventions. Indeed, over 200 companies have licensed the patents-in-suit.  
18 Licensees include IBM, Hewlett-Packard, Bank of America, JPMorgan Chase,  
19 Wells Fargo, HSBC, AT&T, Verizon, Sprint, Microsoft, Delta Airlines, Merck,  
20 Sears, and Home Shopping Network. These licensees and others acknowledge the  
21 applicability of the patents-in-suit to multiple fields of use, including but not  
22 limited to financial services call processing, automated securities transactions,  
23 automated credit card authorization services, automated wireless  
24 telecommunication services and support, automated health care services, and  
25 product and service support.

26           31. Each of the defendants employs the inventions of certain of the  
27 patents-in-suit. Katz Technology Licensing, through its licensing arm A2D, L.P.,  
28 has repeatedly attempted to engage each defendant in licensing negotiations, but to

1 date, none of the defendants have agreed to take a license to any of the patents-in-  
2 suit.

3 **THE PATENTS-IN-SUIT**

4 32. On December 20, 1988, the United States Patent and Trademark  
5 Office duly and legally issued United States Patent No. 4,792,968 (“the ‘968  
6 Patent”), entitled “Statistical Analysis System For Use With Public Communication  
7 Facility,” to Ronald A. Katz, sole inventor. The ‘968 Patent expired on December  
8 20, 2005.

9 33. On May 29, 1990, the United States Patent and Trademark Office duly  
10 and legally issued United States Patent No. 4,930,150 (“the ‘150 Patent”), entitled  
11 “Telephonic Interface Control System,” to Ronald A. Katz, sole inventor. The ‘150  
12 Patent expired on December 20, 2005.

13 34. On July 7, 1992, the United States Patent and Trademark Office duly  
14 and legally issued United States Patent No. 5,128,984 (“the ‘984 Patent”), entitled  
15 “Telephone Interface Call Processing System With Call Selectivity,” to Ronald A.  
16 Katz, sole inventor.

17 35. On October 5, 1993, the United States Patent and Trademark Office  
18 duly and legally issued United States Patent No. 5,251,252 (“the ‘252 Patent”),  
19 entitled “Telephone Interface Call Processing System With Call Selectivity,” to  
20 Ronald A. Katz, sole inventor.

21 36. On October 19, 1993, the United States Patent and Trademark Office  
22 duly and legally issued United States Patent No. 5,255,309 (“the ‘309 Patent”),  
23 entitled “Telephonic-Interface Statistical Analysis System,” to Ronald A. Katz, sole  
24 inventor. The ‘309 Patent expired on December 20, 2005.

25 37. On September 27, 1994, the United States Patent and Trademark  
26 Office duly and legally issued United States Patent No. 5,351,285 (“the ‘285  
27 Patent”), entitled “Multiple Format Telephonic Interface Control System,” to  
28 Ronald A. Katz, sole inventor. The ‘285 Patent expired on December 20, 2005.



1           38. On October 1, 1996, the United States Patent and Trademark Office  
2 duly and legally issued United States Patent No. 5,561,707 (“the ‘707 Patent”),  
3 entitled “Telephonic-Interface Statistical Analysis System,” to Ronald A. Katz, sole  
4 inventor. The ‘707 Patent expired on December 20, 2005.

5           39. On November 4, 1997, the United States Patent and Trademark Office  
6 duly and legally issued United States Patent No. 5,684,863 (“the ‘863 Patent”),  
7 entitled “Telephonic-Interface Statistical Analysis System,” to Ronald A. Katz, sole  
8 inventor. The ‘863 Patent expired on December 20, 2005.

9           40. On July 28, 1998, the United States Patent and Trademark Office duly  
10 and legally issued United States Patent No. 5,787,156 (“the ‘156 Patent”) entitled  
11 “Telephonic-Interface Lottery System,” to Ronald A. Katz, sole inventor. The ‘156  
12 Patent expired on December 20, 2005.

13           41. On September 29, 1998, the United States Patent and Trademark  
14 Office duly and legally issued United States Patent No. 5,815,551 (“the ‘551  
15 Patent”), entitled “Telephonic-Interface Statistical Analysis System,” to Ronald A.  
16 Katz, sole inventor. The ‘551 Patent expired on December 20, 2005.

17           42. On October 27, 1998, the United States Patent and Trademark Office  
18 duly and legally issued United States Patent No. 5,828,734 (“the ‘734 Patent”),  
19 entitled “Telephone Interface Call Processing System With Call Selectivity,” to  
20 Ronald A. Katz, sole inventor.

21           43. On April 27, 1999, the United States Patent and Trademark Office  
22 duly and legally issued United States Patent No. 5,898,762 (“the ‘762 Patent”),  
23 entitled “Telephonic-Interface Statistical Analysis System,” to Ronald A. Katz, sole  
24 inventor. The ‘762 Patent expired on December 20, 2005.

25           44. On June 29, 1999, the United States Patent and Trademark Office duly  
26 and legally issued United States Patent No. 5,917,893 (“the ‘893 Patent”), entitled  
27 “Multiple Format Telephonic Interface Control System,” to Ronald A. Katz, sole  
28 inventor. The ‘893 Patent expired on December 20, 2005.

1           45. On October 26, 1999, the United States Patent and Trademark Office  
2 duly and legally issued United States Patent No. 5,974,120 (“the ‘120 Patent”),  
3 entitled “Telephone Interface Call Processing System With Call Selectivity,” to  
4 Ronald A. Katz, sole inventor.

5           46. On March 28, 2000, the United States Patent and Trademark Office  
6 duly and legally issued United States Patent No. 6,044,135 (“the ‘135 Patent”),  
7 entitled “Telephone-Interface Lottery System,” to Ronald A. Katz, sole inventor.  
8 The ‘135 Patent expired on July 10, 2005.

9           47. On November 14, 2000, the United States Patent and Trademark  
10 Office duly and legally issued United States Patent No. 6,148,065 (“the ‘065  
11 Patent”), entitled “Telephonic-Interface Statistical Analysis System,” to Ronald A.  
12 Katz, sole inventor. The ‘065 Patent expired on July 10, 2005.

13           48. On September 18, 2001, the United States Patent and Trademark  
14 Office duly and legally issued United States Patent No. 6,292,547 (“the ‘547  
15 Patent”), entitled “Telephonic-Interface Statistical Analysis System,” to Ronald A.  
16 Katz, sole inventor. The ‘547 Patent expired on July 10, 2005.

17           49. On January 1, 2002, the United States Patent and Trademark Office  
18 duly and legally issued United States Patent No. 6,335,965 (“the ‘965 Patent”),  
19 entitled “Voice-Data Telephonic Interface Control System,” to Ronald A. Katz, sole  
20 inventor. The ‘965 Patent expired on December 20, 2005.

21           50. On August 13, 2002, the United States Patent and Trademark Office  
22 duly and legally issued United States Patent No. 6,434,223 (“the ‘223 Patent”),  
23 entitled “Telephone Interface Call Processing System With Call Selectivity,” to  
24 Ronald A. Katz, sole inventor. The ‘223 Patent expired on July 10, 2005.

25           51. On January 28, 2003, the United States Patent and Trademark Office  
26 duly and legally issued United States Patent No. 6,512,415 (“the ‘415 Patent”),  
27 entitled “Telephonic-Interface Game Control System,” to Ronald A. Katz, sole  
28 inventor. The ‘415 Patent expired on July 10, 2005.

1 52. On January 13, 2004, the United States Patent and Trademark Office  
2 duly and legally issued United States Patent No. 6,678,360 (“the ‘360 Patent”),  
3 entitled “Telephonic-Interface Statistical Analysis System,” to Ronald A. Katz, sole  
4 inventor. The ‘360 Patent expired on July 10, 2005.

5 **COUNT I**  
6 **(PATENT INFRINGEMENT BY THE AETNA DEFENDANTS)**

7 53. Katz Technology Licensing realleges and incorporates by reference  
8 paragraphs 1-52 of this Complaint as if fully set forth herein.

9 54. Katz Technology Licensing is the sole holder of the entire right, title,  
10 and interest in the ‘968, ‘150, ‘984, ‘309, ‘285, ‘707, ‘863, ‘156, ‘551, ‘734, ‘762,  
11 ‘893, ‘120, ‘135, ‘065, ‘547, ‘965, ‘223, ‘415, and ‘360 Patents.

12 55. Upon information and belief, the Aetna defendants operate automated  
13 telephone systems, including without limitation customer service systems that allow  
14 their customers to order prescriptions and/or obtain other services over the  
15 telephone, including without limitation the “Aetna Voice Advantage,” Aetna Rx  
16 Home Delivery, Aetna U.S. Healthcare, and Aetna/TRS claim customer service  
17 systems.

18 56. The Aetna defendants have directly and contributorily infringed, and  
19 induced others to infringe, one or more claims of each of the patents identified in  
20 paragraph 54 of this Complaint by making, using, offering to sell, and/or selling  
21 within the United States automated telephone systems, including without limitation  
22 customer service systems that allow their customers to order prescriptions and/or  
23 obtain other services over the telephone, including without limitation the “Aetna  
24 Voice Advantage,” Aetna Rx Home Delivery, Aetna U.S. Healthcare, and  
25 Aetna/TRS claim customer service systems.

26 57. The Aetna Defendants continue to infringe, contributorily infringe, and  
27 induce others to infringe the ‘984, ‘734, and ‘120 Patents.

28 58. The Aetna defendants’ infringement of the patents identified in

1 paragraph 54 of this Complaint has been willful.

2 59. Katz Technology Licensing has been, and continues to be, damaged  
3 and irreparably harmed by the Aetna defendants' infringement, which will continue  
4 unless the Aetna defendants are enjoined by this Court and/or the Texas Court.

5 **COUNT II**  
6 **(PATENT INFRINGEMENT BY**  
7 **THE WELLPOINT/ANTHEM DEFENDANTS)**

8 60. Katz Technology Licensing realleges and incorporates by reference  
9 paragraphs 1-52 as if fully set forth herein.

10 61. Katz Technology Licensing is the sole holder of the entire right, title,  
11 and interest in the '968, '984, '252, '309, '285, '707, '863, '156, '551, '762, '893,  
12 '120, '135, '065, '965, and '360 Patents.

13 62. Upon information and belief, the WellPoint/Anthem defendants  
14 operate automated telephone systems, including without limitation customer service  
15 systems that allow their customers to order prescriptions and/or obtain other  
16 services over the telephone, including without limitation the Precision Rx and  
17 Anthem Prescription Rx customer service systems.

18 63. The WellPoint/Anthem defendants have directly and contributorily  
19 infringed, and induced others to infringe, one or more claims of each of the patents  
20 identified in paragraph 61 of this Complaint by making, using, offering to sell,  
21 and/or selling within the United States automated telephone systems, including  
22 without limitation customer service systems that allow their customers to order  
23 prescriptions and/or obtain other services over the telephone, including without  
24 limitation the Precision Rx customer service system.

25 64. The WellPoint/Anthem Defendants continue to infringe, contributorily  
26 infringe, and induce others to infringe the '984, '252, and '120 Patents.

27 65. The WellPoint/Anthem defendants' infringement of the patents  
28 identified in paragraph 61 of this Complaint has been willful.

1 66. Katz Technology Licensing has been, and continues to be, damaged  
2 and irreparably harmed by the WellPoint/Anthem defendants' infringement, which  
3 will continue unless the WellPoint/Anthem defendants are enjoined by this Court  
4 and/or the Texas Court.

5 **COUNT III**  
6 **(PATENT INFRINGEMENT BY THE CAREMARK DEFENDANTS)**

7 67. Katz Technology Licensing realleges and incorporates by reference  
8 paragraphs 1-52 as if fully set forth herein.

9 68. Katz Technology Licensing is the sole holder of the entire right, title,  
10 and interest in the '968, '984, '252, '309, '285, '707, '863, '156, '551, '762, '893,  
11 '120, '135, '065, '965, and '360 Patents.

12 69. Upon information and belief, the Caremark defendants operate  
13 automated telephone systems, including without limitation customer service  
14 systems that allow their customers to order prescriptions and/or obtain other  
15 services over the telephone.

16 70. The Caremark defendants have directly and contributorily infringed,  
17 and induced others to infringe, one or more claims of each of the patents identified  
18 in paragraph 68 of this Complaint by making, using, offering to sell, and/or selling  
19 within the United States automated telephone systems, including without limitation  
20 customer service systems that allow their customers to order prescriptions and/or  
21 obtain other services over the telephone.

22 71. The Caremark Defendants continue to infringe, contributorily infringe,  
23 and induce others to infringe the '120, '984, and '252 Patents.

24 72. The Caremark defendants' infringement of the patents identified in  
25 paragraph 68 of this Complaint has been willful.

26 73. Katz Technology Licensing has been, and continues to be, damaged  
27 and irreparably harmed by the Caremark defendants' infringement, which will  
28 continue unless the Caremark defendants are enjoined by this Court and/or the

1 Texas Court.

2 **COUNT IV**

3 **(PATENT INFRINGEMENT BY THE KROGER DEFENDANTS)**

4 74. Katz Technology Licensing realleges and incorporates by reference  
5 paragraphs 1-52 as if fully set forth herein.

6 75. Katz Technology Licensing is the sole holder of the entire right, title,  
7 and interest in the '984, '252, '309, '707, '863, '156, '551, '223, '415, and '360  
8 Patents.

9 76. Upon information and belief, the Kroger defendants operate automated  
10 telephone systems, including without limitation customer service systems that allow  
11 their customers to order prescriptions and/or obtain other services over the  
12 telephone, including without limitation the "Easy Fill" and 1-800-Krogers customer  
13 service systems.

14 77. The Kroger defendants have directly and contributorily infringed, and  
15 induced others to infringe, one or more claims of each of the patents identified in  
16 paragraph 75 of this Complaint by making, using, offering to sell, and/or selling  
17 within the United States automated telephone systems, including without limitation  
18 customer service systems that allow their customers to order prescriptions and/or  
19 obtain other services over the telephone, including without limitation the "Easy  
20 Fill" and 1-800-Krogers customer service systems.

21 78. The Kroger Defendants continue to infringe, contributorily infringe,  
22 and induce others to infringe the '984 and '252 Patents.

23 79. The Kroger defendants' infringement of the patents identified in  
24 paragraph 75 of this Complaint has been willful.

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1 80. Katz Technology Licensing has been, and continues to be, damaged  
2 and irreparably harmed by the Kroger defendants' infringement, which will  
3 continue unless the Kroger defendants are enjoined by this Court and/or the Texas  
4 Court.

5 **REQUEST FOR RELIEF**

6 WHEREFORE, Plaintiff Katz Technology Licensing respectfully requests  
7 the following relief:

8 A. A judgment holding the Aetna defendants liable for infringement of  
9 the patents identified in paragraph 54 of this Complaint;

10 B. A permanent injunction against the Aetna defendants, their officers,  
11 agents, servants, employees, attorneys, parent and subsidiary corporations, assigns  
12 and successors in interest, and those persons in active concert or participation with  
13 them, enjoining them from continued acts of infringement of the '984, '734, and  
14 '120 Patents;

15 C. An accounting for damages resulting from the Aetna defendants'  
16 infringement of the patents identified in paragraph 54 of this Complaint, together  
17 with pre-judgment and post-judgment interest;

18 D. A judgment holding that the Aetna defendants' infringement of the  
19 patents identified in paragraph 54 of this Complaint is willful, and a trebling of  
20 damages pursuant to 35 U.S.C. § 284;

21 E. A judgment holding the WellPoint/Anthem defendants liable for  
22 infringement of the patents identified in paragraph 61 of this Complaint;

23 F. A permanent injunction against the WellPoint/Anthem defendants,  
24 their officers, agents, servants, employees, attorneys, parent and subsidiary  
25 corporations, assigns and successors in interest, and those persons in active concert  
26 or participation with them, enjoining them from continued acts of infringement of  
27 the '984, '252, and '120 Patents;

28 G. An accounting for damages resulting from the WellPoint/Anthem

1 defendants' infringement of the patents identified in paragraph 61 of this  
2 Complaint, together with pre-judgment and post-judgment interest;

3 H. A judgment holding that the WellPoint/Anthem defendants'  
4 infringement of the patents identified in paragraph 61 of this Complaint is willful,  
5 and a trebling of damages pursuant to 35 U.S.C. § 284;

6 I. A judgment holding the Caremark defendants liable for infringement  
7 of the patents identified in paragraph 68 of this Complaint;

8 J. A permanent injunction against the Caremark defendants, their  
9 officers, agents, servants, employees, attorneys, parent and subsidiary corporations,  
10 assigns and successors in interest, and those persons in active concert or  
11 participation with them, enjoining them from continued acts of infringement of the  
12 '120, '984, and '252 Patents;

13 K. An accounting for damages resulting from the Caremark defendants'  
14 infringement of the patents identified in paragraph 68 of this Complaint, together  
15 with pre-judgment and post-judgment interest;

16 L. A judgment holding that the Caremark defendants' infringement of the  
17 patents identified in paragraph 68 of this Complaint is willful, and a trebling of  
18 damages pursuant to 35 U.S.C. § 284;

19 M. A judgment holding the Kroger defendants liable for infringement of  
20 the patents identified in paragraph 75 of this Complaint;

21 N. A permanent injunction against the Kroger defendants, their officers,  
22 agents, servants, employees, attorneys, parent and subsidiary corporations, assigns  
23 and successors in interest, and those persons in active concert or participation with  
24 them, enjoining them from continued acts of infringement of the '984 and '252  
25 Patents;

26 O. An accounting for damages resulting from the Kroger defendants'  
27 infringement of the patents identified in paragraph 75 of this Complaint, together  
28 with pre-judgment and post-judgment interest;



1 P. A judgment holding that the Kroger defendants' infringement of the  
2 patents identified in paragraph 75 of this Complaint is willful, and a trebling of  
3 damages pursuant to 35 U.S.C. § 284;

4 Q. A judgment holding this Action an exceptional case, and an award to  
5 Plaintiff Katz Technology Licensing for its attorneys' fees and costs pursuant to 35  
6 U.S.C. § 285; and

7 R. Such other relief as this Court and/or the Texas Court deem just and  
8 equitable.

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1 Dated: October 29, 2007

Respectfully submitted,

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**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff Ronald A. Katz Technology Licensing, L.P. hereby demands trial by jury.

<p>Dated: October 29, 2007</p>	<p>Respectfully submitted,</p> <p>By: <i>Beatriz Mejia</i> / <i>REM</i></p> <p>Stephen C. Neal (State Bar No. 170085)  <i>nealsc@cooley.com</i>  Janet L. Cullum (State Bar No. 104336)  <i>jcullum@cooley.com</i>  Linda F. Callison (State Bar No. 167785)  <i>lcallison@cooley.com</i>  COOLEY GODWARD KRONISH LLP  Five Palo Alto Square  3000 El Camino Real  Palo Alto, CA 94306-2155  Telephone: (650) 843-5000  Facsimile: (650) 857-0663</p> <p>Beatriz Mejia (State Bar No. 190948)  <i>mejiab@cooley.com</i>  COOLEY GODWARD KRONISH LLP  101 California Street, 5th Floor  San Francisco, CA 94111-5800  Telephone: (415) 693-2000  Facsimile: (415) 693-2222</p> <p>Of Counsel:</p> <p>Frank V. Pietrantonio (pro hac vice)  <i>fpietrantonio@cooley.com</i>  Jonathan G. Graves (pro hac vice)  <i>jgraves@cooley.com</i>  COOLEY GODWARD KRONISH LLP  One Freedom Square  11951 Freedom Drive  Reston, VA 20190-5656  Telephone: (703) 456-8000  Facsimile: (703) 456-8100</p> <p><i>Attorneys for Plaintiff</i>  <i>Ronald A. Katz Technology Licensing, L.P.</i></p>
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