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RONALD A. KATZ TECHNOLOGY LICENSING, L.P.

14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA  
16

17 In re: Katz Interactive Call Processing )  
Patent Litigation, ) Case No. 07-ML-01816-B-RGK  
18 ) (FFMx)  
19 Ronald A. Katz Technology Licensing, )  
L.P. v. American International Group, Inc., ) **PLAINTIFF RONALD A. KATZ**  
20 CV 07-2192 RGK (FFMx) ) **TECHNOLOGY LICENSING,**  
21 ) **L.P.'S AMENDED COMPLAINT**  
22 ) **FOR PATENT INFRINGEMENT**  
23 ) **DEMAND FOR JURY TRIAL**  
24 )

1 Plaintiff Ronald A. Katz Technology Licensing, L.P. (“Katz Technology  
2 Licensing”) states as follows for its complaint against American International Group,  
3 Inc., AIG Retirement Services, Inc., 21st Century Insurance Group, 21st Century  
4 Insurance Company, 21st Century Casualty Company, AIG Marketing, Inc., AIG  
5 SunAmerica Asset Management Corp., AIG Annuity Insurance Company, AIG  
6 Federal Savings Bank, The United States Life Insurance Company in the City of New  
7 York, AIG Life Insurance Company, American General Assurance Company,  
8 American General Indemnity Company, American General Life and Accident  
9 Insurance Company, American General Life Insurance Company, The Variable  
10 Annuity Life Insurance Company, VALIC Financial Advisors, Inc., VALIC  
11 Retirement Services Company, National City Corporation, National City Bank,  
12 National City Bank of Indiana, Wilmington Trust Company, Wilmington Brokerage  
13 Services Company, Aquila, Inc., DHL Holdings (USA) Inc., DHL Express (USA),  
14 Inc., Sky Courier, Inc., CIGNA Corporation, CIGNA Health Corporation, CIGNA  
15 HealthCare of Delaware, Inc., Tel-Drug, Inc. and Tel-Drug of Pennsylvania, LLC,  
16 and states as follows:

17 **THE PARTIES**

18 1. Plaintiff Katz Technology Licensing is a California limited partnership  
19 with its principal place of business at 9220 Sunset Boulevard, Suite 315,  
20 Los Angeles, California 90069.

21 2. On information and belief, Defendant American International Group,  
22 Inc. is a Delaware corporation with its principal place of business at 70 Pine Street,  
23 New York City, New York 10270.

24 3. On information and belief, Defendant AIG Retirement Services, Inc. is  
25 (a) a Delaware corporation with its principal place of business at One SunAmerica  
26 Center, Los Angeles, California 90067, and (b) a subsidiary of American  
27 International Group, Inc.

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1           4.     On information and belief, Defendant 21st Century Insurance Group is  
2 (a) a Delaware corporation with its principal place of business at 6301 Owensmouth  
3 Avenue, Woodland Hills, California 91367, and (b) a subsidiary of American  
4 International Group, Inc.

5           5.     On information and belief, Defendant 21st Century Insurance Company  
6 is (a) a California corporation with its principal place of business at 6301  
7 Owensmouth Avenue, Woodland Hills, California 91367, and (b) a subsidiary of  
8 American International Group, Inc.

9           6.     On information and belief, Defendant 21st Century Casualty Company  
10 is (a) a California corporation with its principal place of business at 6301  
11 Owensmouth Avenue, Woodland Hills, California 91367, and (b) a subsidiary of  
12 American International Group, Inc.

13           7.     On information and belief, Defendant AIG Marketing, Inc. is (a) a  
14 Delaware corporation with its principal place of business at One AIG Center,  
15 Wilmington, Delaware 19803, and (b) a subsidiary of American International Group,  
16 Inc.

17           8.     On information and belief, Defendant AIG SunAmerica Asset  
18 Management Corp. is (a) a Delaware corporation with its principal place of business  
19 at 733 Third Avenue, New York City, New York 10017, and (b) a subsidiary of  
20 American International Group, Inc.

21           9.     On information and belief, Defendant AIG Annuity Insurance Company  
22 is (a) a Texas corporation with its principal place of business at 2929 Allen Parkway,  
23 Houston, Texas 77019, and (b) a subsidiary of American International Group, Inc.

24           10.    On information and belief, Defendant AIG Federal Savings Bank is (a) a  
25 federal savings bank with its principal place of business at 704 King Street,  
26 Wilmington, Delaware 19801, and (b) a subsidiary of American International Group,  
27 Inc.

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1 11. On information and belief, Defendant The United States Life Insurance  
2 Company in the City of New York is (a) a New York corporation with its principal  
3 place of business at 830 Third Avenue, New York City, New York 10022, and (b) a  
4 subsidiary of American International Group, Inc.

5 12. On information and belief, Defendant AIG Life Insurance Company is  
6 (a) a Delaware corporation with its principal place of business at One ALICO Plaza,  
7 Wilmington, Delaware 19899, and (b) a subsidiary of American International Group,  
8 Inc.

9 13. On information and belief, Defendant American General Assurance  
10 Company is (a) an Illinois corporation with its principal place of business at 1000  
11 Woodfield Road, Schaumburg, Illinois 60173, and (b) a subsidiary of American  
12 International Group, Inc.

13 14. On information and belief, Defendant American General Indemnity  
14 Company is (a) an Illinois corporation with its principal place of business at 1000  
15 Woodfield Road, Schaumburg, Illinois 60173, and (b) a subsidiary of American  
16 International Group, Inc.

17 15. On information and belief, Defendant American General Life and  
18 Accident Insurance Company is (a) a Tennessee corporation with its principal place  
19 of business at American General Center—MC 338N, Nashville, Tennessee 37250,  
20 and (b) a subsidiary of American International Group, Inc.

21 16. On information and belief, Defendant American General Life Insurance  
22 Company is (a) a Texas corporation with its principal place of business at 2727-A  
23 Allen Parkway, Houston, Texas 77251, and (b) a subsidiary of American  
24 International Group, Inc.

25 17. On information and belief, Defendant The Variable Annuity Life  
26 Insurance Company is (a) a Texas corporation with its principal place of business at  
27 2929 Allen Parkway, Houston, Texas 77019, and (b) a subsidiary of American  
28 International Group, Inc.

1 18. On information and belief, Defendant VALIC Financial Advisors, Inc. is  
2 (a) a Texas corporation with its principal place of business at 2929 Allen Parkway,  
3 Houston, Texas 77019, and (b) a subsidiary of American International Group, Inc.

4 19. On information and belief, Defendant VALIC Retirement Services  
5 Company is (a) a Texas corporation with its principal place of business at 2929 Allen  
6 Parkway, Houston, Texas 77019, and (b) a subsidiary of American International  
7 Group, Inc.

8 20. On information and belief, Defendant National City Corporation is a  
9 Delaware corporation with its principal place of business at 1900 East Ninth Street,  
10 Cleveland, Ohio 44114.

11 21. On information and belief, Defendant National City Bank is (a) a  
12 national bank with its principal place of business at 1900 East Ninth Street,  
13 Cleveland, Ohio 44114, and (b) a subsidiary of National City Corporation.

14 22. On information and belief, Defendant National City Bank of Indiana is  
15 (a) a national bank with its principal place of business at One Merchants Plaza,  
16 Indianapolis, Indiana 46204, and (b) a subsidiary of National City Corporation.

17 23. On information and belief, Defendant Wilmington Trust Company is a  
18 Delaware corporation with its principal place of business at 1100 North Market  
19 Street, Wilmington, Delaware 19890.

20 24. On information and belief, Defendant Wilmington Brokerage Services  
21 Company is (a) a Delaware corporation with its principal place of business at 1100  
22 North Market Street, Wilmington, Delaware 19890, and (b) a subsidiary of  
23 Wilmington Trust Company.

24 25. On information and belief, Defendant Aquila, Inc. is a Delaware  
25 corporation with its principal place of business at 20 West Ninth Street, Kansas City,  
26 Missouri 64105.

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1           26. On information and belief, Defendant DHL Holdings (USA) Inc. is a  
2 Delaware corporation with its principal place of business at 1200 South Pine Island  
3 Road, Plantation, Florida 33324.

4           27. On information and belief, Defendant DHL Express (USA) Inc. is (a) a  
5 Delaware corporation with its principal place of business at 1200 South Pine Island  
6 Road, Plantation, Florida 33324; and (b) affiliated with DHL Holdings (USA) Inc.

7           28. On information and belief, Defendant Sky Courier, Inc. is a Delaware  
8 corporation with its principal place of business at 21240 Ridgetop Circle, Sterling,  
9 Virginia 20166. As indicated on its website, [www.skycourier.com](http://www.skycourier.com), Sky Courier is  
10 also known as DHL SameDay and is part of the DHL family of companies.

11           29. On information and belief, Defendant CIGNA Corporation is a  
12 Delaware corporation with its principal place of business at Two Liberty Place,  
13 Philadelphia, Pennsylvania 19192.

14           30. On information and belief, Defendant CIGNA Health Corporation is  
15 (a) a Delaware corporation with its principal place of business at 900 Cottage Grove  
16 Road, Bloomfield, Connecticut 06002, and (b) a subsidiary of CIGNA Corporation.

17           31. On information and belief, Defendant CIGNA HealthCare of Delaware,  
18 Inc. is (a) a Delaware corporation with its principal place of business at 590 Naamans  
19 Road, Claymont, Delaware 19703, and (b) a subsidiary of CIGNA Corporation.

20           32. On information and belief, Defendant Tel-Drug, Inc. is (a) a South  
21 Dakota corporation with its principal place of business at 4901 North Fourth Avenue,  
22 Sioux Falls, South Dakota 57104, and (b) a subsidiary of CIGNA Corporation.

23           33. On information and belief, Defendant Tel-Drug of Pennsylvania, LLC is  
24 (a) a Pennsylvania corporation with its principal place of business at 206 Welsh  
25 Road, Horsham, Pennsylvania 19044, and (b) a subsidiary of CIGNA Corporation.

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**JURISDICTION AND VENUE**

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2 34. This is an action arising under the patent laws of the United States, 35  
3 U.S.C. sections 101 *et seq.* This Court has subject matter jurisdiction over this action  
4 under 28 U.S.C. sections 1331 and 1338(a).

5 35. American International Group, Inc., AIG Retirement Services, Inc., 21st  
6 Century Insurance Group, 21st Century Insurance Company, 21st Century Casualty  
7 Company, AIG Marketing, Inc., AIG SunAmerica Asset Management Corp., AIG  
8 Annuity Insurance Company, AIG Federal Savings Bank, The United States Life  
9 Insurance Company in the City of New York, AIG Life Insurance Company,  
10 American General Assurance Company, American General Indemnity Company,  
11 American General Life and Accident Insurance Company, American General Life  
12 Insurance Company, The Variable Annuity Life Insurance Company, VALIC  
13 Financial Advisors, Inc., and VALIC Retirement Services Company (collectively, the  
14 “AIG Defendants”) are subject to personal jurisdiction in the District of Delaware  
15 because, on information and belief, (1) they are Delaware corporations, have  
16 designated a registered agent in the district, and/or are registered to do business in the  
17 district; (2) they do substantial business in the district; (3) they operate infringing  
18 automated call processing systems for customer service, policy access, roadside  
19 assistance, sales and other services that are available to their customers, including  
20 customers in the district; and/or (4) they regularly solicit business from, do business  
21 with, and derive revenue from goods and services provided to, customers in the  
22 district.

23 36. National City Corporation, National City Bank, and National City Bank  
24 of Indiana (collectively, the “National City Defendants”) are subject to personal  
25 jurisdiction in the District of Delaware because, on information and belief, (1) they  
26 are Delaware corporations and/or have designated a registered agent in the district;  
27 (2) they do substantial business in the district; (3) they operate infringing automated  
28 call processing systems for account information and insurance, credit card, and loan

1 services available to their customers, including customers in the district; and/or (4)  
2 they regularly solicit business from, do business with, and derive revenue from goods  
3 and services provided to, customers in the district.

4 37. Wilmington Trust Company and Wilmington Brokerage Services  
5 Company (collectively, the “Wilmington Trust Defendants”) are subject to personal  
6 jurisdiction in the District of Delaware because, on information and belief, (1) they  
7 are Delaware corporations and have designated a registered agent in the district; (2)  
8 they do substantial business in the district; (3) they operate infringing automated call  
9 processing systems for customer service and financial and brokerage services  
10 available to their customers, including customers in the district; and/or (4) they  
11 regularly solicit business from, do business with, and derive revenue from goods and  
12 services provided to, customers in the district.

13 38. Defendant Aquila, Inc. (“Aquila”) are subject to personal jurisdiction in  
14 the District of Delaware because, on information and belief, it is a Delaware  
15 corporation and has designated a registered agent in the district.

16 39. Defendants DHL Holdings (USA) Inc.; DHL Express (USA), Inc.; and  
17 Sky Courier, Inc. (collectively, the “DHL Defendants”) are subject to personal  
18 jurisdiction in the District of Delaware because, on information and belief, (1) they  
19 are Delaware corporations and have designated a registered agent in the district; (2)  
20 they do substantial business in the district and maintain facilities, licensed agents, and  
21 drop boxes in the district; (3) they operate infringing automated call processing  
22 systems for customer service, new accounts, sales, and technical support that allow  
23 their customers, including customers in the district, to open accounts and obtain  
24 express shipping and delivery services and other mail and logistic services over the  
25 telephone; and/or (4) they regularly solicit business from, do business with, and  
26 derive revenue from goods and services provided to, customers in the district.

27 40. CIGNA Corporation; CIGNA Health Corporation; CIGNA HealthCare  
28 of Delaware, Inc.; Tel-Drug, Inc.; and Tel-Drug of Pennsylvania, LLC (collectively,



1 the “CIGNA Defendants”) are subject to personal jurisdiction in the District of  
2 Delaware because, on information and belief, (1) they are Delaware corporations  
3 and/or have designated a registered agent in the district; (2) they do substantial  
4 business in the district; (3) they operate infringing automated call processing systems  
5 for pharmacy and prescription refill services, customer service, and provider services  
6 available to their customers and providers, including customers and providers in the  
7 district; and/or (4) they regularly solicit business from, do business with, and derive  
8 revenue from goods and services provided to, customers in the district.

9 41. Venue is proper in the District of Delaware under 28 U.S.C.  
10 sections 1391(c) and 1400(b) because the Defendants are incorporated, reside, are  
11 registered to do business in, and/or engage in significant business activities in the  
12 District of Delaware as set forth in Paragraphs 2-33 and 35-40 above.

13 **BACKGROUND**

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

18 43. In 1961, Mr. Katz co-founded Telecredit Inc. (“Telecredit”), the first  
19 company to provide online, real-time credit authorization, allowing merchants to  
20 verify checks over the telephone. Further innovations from Telecredit include the  
21 first online, real-time, point-of-sale credit verification terminal, which enabled  
22 merchants to verify checks without requiring the assistance of a live operator, and the  
23 first device that used and updated magnetically-encoded cards in automated teller  
24 machines. Multiple patents issued from these innovations, including patents co-  
25 invented by Mr. Katz.

26 44. Telecredit was eventually acquired by Equifax, and has now been spun  
27 off as Certegy, a public company traded on the New York Stock Exchange. Certegy  
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1 continues to provide services in the credit and check verification field established by  
2 Mr. Katz and Telecredit.

3 45. Mr. Katz's inventions have not been limited to telephonic check  
4 verification. Indeed, Mr. Katz is responsible for advancements in many fields of  
5 technology. Among his most prominent and well-known innovations are those in the  
6 field of interactive call processing. Mr. Katz's inventions in that field are directed to  
7 the integration of telephonic systems with computer databases and live operator call  
8 centers to provide interactive call processing services.

9 46. The first of Mr. Katz's interactive call processing patents issued on  
10 December 20, 1988. More than fifty U.S. patents have issued to Mr. Katz for his  
11 inventions in the interactive call-processing field, including each of the patents-in-  
12 suit.

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

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

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

24 50. Mr. Katz sold his interest in Call Interactive to American Express in  
25 1989 but continued to provide advisory services to Call Interactive until 1992.  
26 American Express later spun off the First Data business unit into a separate  
27 corporation, and with that new entity went Mr. Katz's interactive call processing  
28 patents and the Call Interactive call processing business. The former Call Interactive,

1 now known as First Data Voice Services, continues to provide call processing  
2 solutions today.

3 51. In 1994, Mr. Katz formed Katz Technology Licensing, which acquired  
4 the rights to the entire interactive call processing patent portfolio, including the rights  
5 to each of the patents-in-suit, from First Data, the owner of all of the Katz interactive  
6 call processing patents at that time.

7 52. The marketplace has clearly recognized the value of Mr. Katz's  
8 inventions. Indeed, over one hundred fifty companies have licensed the patents-in-  
9 suit. Licensees include IBM, Hewlett-Packard, Bank of America, JPMorgan Chase,  
10 Wells Fargo, HSBC, AT&T, Verizon, Sprint, Microsoft, Delta Airlines, Merck,  
11 Sears, Citibank, and the Home Shopping Network. These licensees and others  
12 acknowledge the applicability of the patents-in-suit to multiple fields of use,  
13 including but not limited to financial services call processing, automated securities  
14 transactions, automated credit card authorization services, automated wireless  
15 telecommunication services and support, automated health care services, and product  
16 and service support.

17 53. Each of the defendants employs the inventions of certain of the patents-  
18 in-suit. Katz Technology Licensing, through its licensing arm A2D, L.P., has  
19 repeatedly attempted to engage each defendant in licensing negotiations, but to date,  
20 none of the defendants has agreed to take a license to any of the patents-in-suit.

21 **THE ASSERTED PATENTS**

22 54. On December 20, 1988, the United States Patent and Trademark Office  
23 duly and legally issued United States Patent No. 4,792,968 (the "968 Patent") to  
24 Ronald A. Katz for an invention entitled "Statistical Analysis System for Use With  
25 Public Communication Facility." The '968 Patent expired on December 20, 2005.

26 55. On May 29, 1990, the United States Patent and Trademark Office duly  
27 and legally issued United States Patent No. 4,930,150 (the "150 Patent") to  
28

1 Ronald A. Katz for an invention entitled “Telephonic Interface Control System.”  
2 The ‘150 Patent expired on December 20, 2005.

3 56. On July 7, 1992, the United States Patent and Trademark Office duly  
4 and legally issued United States Patent No. 5,128,984 (the “‘984 Patent”) to  
5 Ronald A. Katz for an invention entitled “Telephone Interface Call Processing  
6 System With Call Selectivity.”

7 57. On October 5, 1993, the United States Patent and Trademark Office duly  
8 and legally issued United States Patent No. 5,251,252 (the “‘252 Patent”) to  
9 Ronald A. Katz for an invention entitled “Telephone Interface Call Processing  
10 System With Call Selectivity.”

11 58. On October 19, 1993, the United States Patent and Trademark Office  
12 duly and legally issued United States Patent No. 5,255,309 (the “‘309 Patent”) to  
13 Ronald A. Katz for an invention entitled “Telephonic-Interface Statistical Analysis  
14 System.” The ‘309 Patent expired on December 20, 2005.

15 59. On September 27, 1994, the United States Patent and Trademark Office  
16 duly and legally issued United States Patent No. 5,351,285 (the “‘285 Patent”) to  
17 Ronald A. Katz for an invention entitled “Multiple Format Telephonic Interface  
18 Control System.” The ‘285 Patent expired on December 20, 2005.

19 60. On October 1, 1996, the United States Patent and Trademark Office duly  
20 and legally issued United States Patent No. 5,561,707 (the “‘707 Patent”) to Ronald  
21 A. Katz for an invention entitled “Telephonic-Interface Statistical Analysis System.”  
22 The ‘707 Patent expired on December 20, 2005.

23 61. On November 4, 1997, the United States Patent and Trademark Office  
24 duly and legally issued United States Patent No. 5,684,863 (the “‘863 Patent”) to  
25 Ronald A. Katz for an invention entitled “Telephonic-Interface Statistical Analysis  
26 System.” The ‘863 Patent expired on December 20, 2005.

27 62. On July 28, 1998, the United States Patent and Trademark Office duly  
28 and legally issued United States Patent No. 5,787,156 (the “‘156 Patent”) to Ronald

1 A. Katz for an invention entitled “Telephonic-Interface Lottery System.” The ‘156  
2 Patent expired on December 20, 2005.

3 63. On September 29, 1998, the United States Patent and Trademark Office  
4 duly and legally issued United States Patent No. 5,815,551 (the “‘551 Patent”) to  
5 Ronald A. Katz for an invention entitled “Telephonic-Interface Statistical Analysis  
6 System.” The ‘551 Patent expired on December 20, 2005.

7 64. On October 27, 1998, the United States Patent and Trademark Office  
8 duly and legally issued United States Patent No. 5,828,734 (the “‘734 Patent”) to  
9 Ronald A. Katz for an invention entitled “Telephone Interface Call Processing  
10 System With Call Selectivity.”

11 65. On April 27, 1999, the United States Patent and Trademark Office duly  
12 and legally issued United States Patent No. 5,898,762 (the “‘762 Patent”) to  
13 Ronald A. Katz for an invention entitled “Telephonic-Interface Statistical Analysis  
14 System.” The ‘762 Patent expired on December 20, 2005.

15 66. On June 29, 1999, the United States Patent and Trademark Office duly  
16 and legally issued United States Patent No. 5,917,893 (the “‘893 Patent”) to  
17 Ronald A. Katz for an invention entitled “Multiple Format Telephonic Interface  
18 Control System.” The ‘893 Patent expired on December 20, 2005.

19 67. On October 26, 1999, the United States Patent and Trademark Office  
20 duly and legally issued United States Patent No. 5,974,120 (the “‘120 Patent”) to  
21 Ronald A. Katz for an invention entitled “Telephone Interface Call Processing  
22 System With Call Selectivity.”

23 68. On March 7, 2000, the United States Patent and Trademark Office duly  
24 and legally issued United States Patent No. 6,035,021 (the “‘021 Patent”) to Ronald  
25 A. Katz for an invention entitled “Telephonic-Interface Statistical Analysis System.”  
26 The ‘021 Patent expired on December 20, 2005.

27 69. On March 28, 2000, the United States Patent and Trademark Office duly  
28 and legally issued United States Patent No. 6,044,135 (the “‘135 Patent”) to Ronald

1 A. Katz for an invention entitled “Telephone-Interface Lottery System.” The ‘135  
2 Patent expired on July 10, 2005.

3 70. On November 14, 2000, the United States Patent and Trademark Office  
4 duly and legally issued United States Patent No. 6,148,065 (the “‘065 Patent”) to  
5 Ronald A. Katz for an invention entitled “Telephonic-Interface Statistical Analysis  
6 System.” The ‘065 Patent expired on July 10, 2005.

7 71. On September 18, 2001, the United States Patent and Trademark Office  
8 duly and legally issued United States Patent No. 6,292,547 (the “‘547 Patent”) to  
9 Ronald A. Katz for an invention entitled “Telephonic-Interface Statistical Analysis  
10 System.” The ‘547 Patent expired on July 10, 2005.

11 72. On January 1, 2002, the United States Patent and Trademark Office duly  
12 and legally issued United States Patent No. 6,335,965 (the “‘965 Patent”) to  
13 Ronald A. Katz for an invention entitled “Voice-Data Telephonic Interface Control  
14 System.” The ‘965 Patent expired on December 20, 2005.

15 73. On February 19, 2002, the United States Patent and Trademark Office  
16 duly and legally issued United States Patent No. 6,349,134 (the “‘134 Patent”) to  
17 Ronald A. Katz for an invention entitled “Telephonic-Interface Statistical Analysis  
18 System.” The ‘134 Patent expired on December 20, 2005.

19 74. On July 23, 2002, the United States Patent and Trademark Office duly  
20 and legally issued United States Patent No. 6,424,703 (the “‘703 Patent”) to Ronald  
21 A. Katz for an invention entitled “Telephonic-Interface Lottery System.” The ‘703  
22 Patent expired on July 10, 2005.

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

27 76. On January 28, 2003, the United States Patent and Trademark Office  
28 duly and legally issued United States Patent No. 6,512,415 (the “‘415 Patent”) to

1 Ronald A. Katz for an invention entitled “Telephonic-Interface Game Control  
2 System.” The ‘415 Patent expired on July 10, 2005.

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

7  
8 **FIRST CLAIM**  
**(PATENT INFRINGEMENT BY AIG DEFENDANTS)**

9 78. Katz Technology Licensing realleges and incorporates by reference  
10 Paragraphs 1-77 of this Complaint as if fully set forth herein.

11 79. American International Group, Inc. and its subsidiaries, including the  
12 other AIG Defendants, provide insurance, banking, investment and other financial  
13 services.

14 80. On information and belief, the AIG Defendants use infringing call  
15 processing systems to offer automated customer service and trading capabilities to  
16 their customers. Using an automated system, in some instances in connection with  
17 operators, the AIG Defendants allow their customers to access information about  
18 their policies, make credit card payments, order new identification cards, establish or  
19 change their personal identification numbers, order account statements, exchange or  
20 redeem funds, and perform various other functions.

21 81. Katz Technology Licensing is the sole holder of the entire right, title,  
22 and interest in the ‘065, ‘120, ‘134, ‘150, ‘223, ‘252, ‘285, ‘309, ‘360, ‘547, ‘551,  
23 ‘707, ‘734, ‘762, ‘863, ‘893, ‘965, ‘968, and ‘984 Patents.

24 82. On information and belief, in their automated account service operations  
25 described in Paragraph 80 (collectively, the “Accused AIG Services”), the AIG  
26 Defendants have been and are now infringing, actively inducing the infringement of,  
27 or contributing to the infringement of one or more claims of each of the patents  
28

1 identified in Paragraph 81 of this Complaint by making, using, offering to sell, or  
2 selling the Accused AIG Services.

3 83. On information and belief, the AIG Defendants continue to infringe,  
4 actively induce the infringement of, and contribute to the infringement of one or  
5 more claims of the '120, '252, '734 and '984 Patents by making, using, offering to  
6 sell, or selling the Accused AIG Services.

7 84. The AIG Defendants' infringement of the patents identified in Paragraph  
8 81 of this Complaint has been and is willful.

9 85. The AIG Defendants' infringement has caused and will continue to  
10 cause Katz Technology Licensing irreparable harm unless enjoined by this Court.  
11 Katz Technology Licensing has no adequate remedy at law.

12 **SECOND CLAIM**  
13 **(PATENT INFRINGEMENT BY NATIONAL CITY DEFENDANTS)**

14 86. Katz Technology Licensing realleges and incorporates by reference  
15 Paragraphs 1-77 of this Complaint as if fully set forth herein.

16 87. National City Corporation is a financial holding company that, along  
17 with, *inter alia*, its subsidiaries National City Bank and National City Bank of  
18 Indiana, provides banking and financial services to individuals and businesses,  
19 operating more than 1,100 branch banking offices and over 1,600 automated teller  
20 machines in Ohio, Pennsylvania, Indiana, Kentucky, Illinois, and Michigan.

21 88. On information and belief, the National City Defendants use infringing  
22 call processing systems to offer automated account information, consumer loan  
23 services information, auto lease information, insurance information, gift card  
24 customer service, and credit card customer service to their customers. Using an  
25 automated system, in some instances in connection with operators, the National City  
26 Defendants allow their customers to access information about their accounts, transfer  
27 funds between accounts, order personal checks, make credit card payments, establish  
28 or change their personal identification numbers, and perform various other functions.



1 89. Katz Technology Licensing is the sole holder of the entire right, title,  
2 and interest in the '021, '065, '120, '134, '135, '150, '156, '223, '252, '285, '309,  
3 '360, '547, '551, '703, '707, '734, '762, '863, '893, '965, '968, and '984 Patents.

4 90. On information and belief, in their automated account information, auto  
5 lease information, insurance information, and credit card customer service operations  
6 described in Paragraph 88 (collectively, the "Accused National City Services"), the  
7 National City Defendants have been and are now infringing, actively inducing the  
8 infringement of, or contributing to the infringement of one or more claims of each of  
9 the patents identified in Paragraph 89 of this Complaint by making, using, offering to  
10 sell, or selling the Accused National City Services.

11 91. On information and belief, the National City Defendants continue to  
12 infringe, actively induce the infringement of, and contribute to the infringement of  
13 one or more claims of the '120, '252, '734, and '984 Patents by making, using,  
14 offering to sell, or selling the Accused National City Services.

15 92. The National City Defendants' infringement of the patents identified in  
16 Paragraph 89 of this Complaint has been and is willful.

17 93. The National City Defendants' infringement has caused and will  
18 continue to cause Katz Technology Licensing irreparable harm unless enjoined by  
19 this Court. Katz Technology Licensing has no adequate remedy at law.

20 **THIRD CLAIM**  
21 **(PATENT INFRINGEMENT BY WILMINGTON TRUST DEFENDANTS)**

22 94. Katz Technology Licensing realleges and incorporates by reference  
23 Paragraphs 1-77 of this Complaint as if fully set forth herein.

24 95. Wilmington Trust Company provides regional banking services,  
25 including trust management. Its subsidiary, Wilmington Brokerage Services  
26 Company, provides wealth advisory services, including investment management.

27 96. On information and belief, the Wilmington Trust Defendants use  
28 infringing call processing systems to offer automated banking and investment

1 services to their customers. Using an automated system, in some instances in  
2 connection with operators, the Wilmington Trust Defendants allow their customers to  
3 access information about their accounts, transfer funds between accounts, issue stop  
4 payments on checks, access current interest rates and stock quotes, and perform  
5 various other functions.

6 97. Katz Technology Licensing is the sole holder of the entire right, title,  
7 and interest in the ‘065, ‘120, ‘134, ‘135, ‘150, ‘223, ‘252, ‘285, ‘360, ‘551, ‘734,  
8 ‘863, ‘893, ‘965, ‘968, and ‘984 Patents.

9 98. On information and belief, in their automated account service and  
10 financial information functions described in Paragraph 96 (collectively, the “Accused  
11 Wilmington Trust Services”), the Wilmington Trust Defendants have been and are  
12 now infringing, actively inducing the infringement of, or contributing to the  
13 infringement of one or more claims of each of the patents identified in Paragraph 97  
14 of this Complaint by making, using, offering to sell, or selling the Accused  
15 Wilmington Trust Services.

16 99. On information and belief, the Wilmington Trust Defendants continue to  
17 infringe, actively induce the infringement of, and contribute to the infringement of  
18 one or more claims of the ‘120, ‘252, ‘734, and ‘984 Patents by making, using,  
19 offering to sell, or selling the Accused Wilmington Trust Services.

20 100. The Wilmington Trust Defendants’ infringement of the patents  
21 identified in Paragraph 97 of this Complaint has been and is willful.

22 101. The Wilmington Trust Defendants’ infringement has caused and will  
23 continue to cause Katz Technology Licensing irreparable harm unless enjoined by  
24 this Court. Katz Technology Licensing has no adequate remedy at law.

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1 **FOURTH CLAIM**  
2 **(PATENT INFRINGEMENT BY AQUILA)**

3 102. Katz Technology Licensing realleges and incorporates by reference  
4 Paragraphs 1-77 of this Complaint as if fully set forth herein.

5 103. Aquila provides electricity to customers in Missouri, Kansas and  
6 Colorado and natural gas to customers in Kansas, Colorado, Nebraska, and Iowa.

7 104. On information and belief, Aquila uses infringing call processing  
8 systems to offer automated customer service to its customers. Using an automated  
9 system, in some instances in connection with operators, Aquila enables its customers  
10 to access information about their accounts; make payments; report power outages,  
11 gas leaks, or emergencies; provide meter readings; start, stop, or transfer service; and  
12 perform various other functions.

13 105. Katz Technology Licensing is the sole holder of the entire right, title,  
14 and interest in the '065, '120, '134, '150, '223, '285, '360, '415, '547, '551, '707,  
15 '734, '762, '863, '893, '965, and '968 Patents.

16 106. On information and belief, in its automated customer service operations  
17 described in Paragraph 104 (collectively, the "Accused Aquila Services"), Aquila has  
18 been and is now infringing, actively inducing the infringement of, or contributing to  
19 the infringement of one or more claims of each of the patents identified in Paragraph  
20 105 of this Complaint by making, using, offering to sell, or selling the Accused  
21 Aquila Services.

22 107. On information and belief, Aquila continues to infringe, actively induce  
23 the infringement of, and contribute to the infringement of one or more claims of the  
24 '120 and '734 Patents by making, using, offering to sell, or selling the Accused  
25 Aquila Services.

26 108. Aquila's infringement of the patents identified in Paragraph 105 of this  
27 Complaint has been and is willful.  
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1 109. Aquila’s infringement has caused and will continue to cause Katz  
2 Technology Licensing irreparable harm unless enjoined by this Court. Katz  
3 Technology Licensing has no adequate remedy at law.

4 **FIFTH CLAIM**  
5 **(PATENT INFRINGEMENT BY DHL DEFENDANTS)**

6 110. Katz Technology Licensing realleges and incorporates by reference  
7 Paragraphs 1-77 of this Complaint as if fully set forth herein.

8 111. The DHL Defendants are members of the DHL global family of  
9 companies that offer express delivery, mail, and other services in the United States  
10 and to international locations.

11 112. On information and belief, the DHL Defendants use infringing call  
12 processing systems to offer automated customer service to their customers. Using an  
13 automated system, in some instances in connection with operators, the DHL  
14 Defendants enable their customers to track packages, open new accounts, access  
15 information about their accounts, pay their bills, schedule package pickups, obtain  
16 information regarding drop off locations, access technical support, and perform  
17 various other functions.

18 113. Katz Technology Licensing is the sole holder of the entire right, title,  
19 and interest in the ‘065, ‘120, ‘134, ‘150, ‘223, ‘285, ‘360, ‘415, ‘547, ‘551, ‘703,  
20 ‘707, ‘734, ‘863, ‘893, ‘965, ‘968 and ‘984 Patents.

21 114. On information and belief, in its automated customer service operations  
22 described in Paragraph 112 (collectively, the “Accused DHL Services”), the DHL  
23 Defendants have been and are now infringing, actively inducing the infringement of,  
24 or contributing to the infringement of one or more claims of each of the patents  
25 identified in Paragraph 113 of this Complaint by making, using, offering to sell, or  
26 selling the Accused DHL Services.

27 115. On information and belief, the DHL Defendants continue to infringe,  
28 actively induce the infringement of, and contribute to the infringement of one or

1 more claims of the '120, '734, and '984 Patents by making, using, offering to sell, or  
2 selling the Accused DHL Services.

3 116. The DHL Defendants' infringement of the patents identified in  
4 Paragraph 113 of this Complaint has been and is willful.

5 117. The DHL Defendants' infringement has caused and will continue to  
6 cause Katz Technology Licensing irreparable harm unless enjoined by this Court.  
7 Katz Technology Licensing has no adequate remedy at law.

8 **SIXTH CLAIM**  
9 **(PATENT INFRINGEMENT BY CIGNA DEFENDANTS)**

10 118. Katz Technology Licensing realleges and incorporates by reference  
11 Paragraphs 1-77 of this Complaint as if fully set forth herein.

12 119. CIGNA Corporation, through, *inter alia*, its subsidiaries CIGNA Health  
13 Corporation; CIGNA HealthCare of Delaware, Inc.; Tel-Drug, Inc.; and Tel-Drug of  
14 Pennsylvania, LLC, offers health and other insurance-related products and services to  
15 businesses and individuals throughout the United States.

16 120. On information and belief, the CIGNA Defendants use infringing call  
17 processing systems to offer automated customer service, prescription refill, and other  
18 care management functions to their customers. Using an automated system, in some  
19 instances in connection with operators, the CIGNA Defendants allow their customers  
20 to place and check the status of prescription refill orders, inquire about pharmacy and  
21 prescription information, access information regarding their health insurance and  
22 prescription plans and benefits, and perform various other functions. In addition, the  
23 CIGNA defendants allow a physician or medical office to submit new prescriptions  
24 and authorize refills, obtain claim status and other plan information, and perform  
25 various other functions.

26 121. Katz Technology Licensing is the sole holder of the entire right, title,  
27 and interest in the '065, '120, '134, '150, '156, '223, '252, '285, '309, '360, '415,  
28 '551, '707, '734, '762, '863, '893, '965, '968 and '984 Patents.

1 122. On information and belief, in their automated customer service,  
2 prescription refill, and other care management functions described in Paragraph 120  
3 (collectively, the “Accused CIGNA Services”), the CIGNA Defendants have been  
4 and are now infringing, actively inducing the infringement of, or contributing to the  
5 infringement of one or more claims of each of the patents identified in Paragraph 121  
6 of this Complaint by making, using, offering to sell, or selling the Accused CIGNA  
7 Services.

8 123. On information and belief, the CIGNA Defendants continue to infringe,  
9 actively induce the infringement of, and contribute to the infringement of one or  
10 more claims of the ‘120, ‘252, ‘734, and ‘984 Patents by making, using, offering to  
11 sell, or selling the Accused CIGNA Services.

12 124. The CIGNA Defendants’ infringement of the patents identified in  
13 Paragraph 121 of this Complaint has been and is willful.

14 125. The CIGNA Defendants’ infringement has caused and will continue to  
15 cause Katz Technology Licensing irreparable harm unless enjoined by this Court.  
16 Katz Technology Licensing has no adequate remedy at law.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Ronald A. Katz Technology Licensing, L.P., respectfully  
19 requests that this Court enter judgment in its favor and against the defendants and  
20 grant the following relief:

21 1. Adjudge that the AIG Defendants have been and are infringing  
22 one or more claims of the patents identified in Paragraph 81 of this Complaint by  
23 offering the Accused AIG Services;

24 2. Adjudge that the AIG Defendants’ infringement has been and is  
25 willful;

26 3. Enter an order, pursuant to 35 U.S.C. § 283, temporarily,  
27 preliminarily, and permanently enjoining the AIG Defendants, and all persons in  
28 active concert or participation with them, from any further acts of infringement,

1 contributory infringement, or inducement of infringement of the ‘120, ‘252, ‘734, and  
2 ‘984 Patents;

3 4. Order an accounting for damages resulting from the AIG  
4 Defendants’ infringement of the patents identified in Paragraph 81 of this Complaint;

5 5. Enter an order, pursuant to 35 U.S.C. § 284, awarding to Katz  
6 Technology Licensing damages adequate to compensate Katz Technology Licensing  
7 for the AIG Defendants’ infringement, but in no event less than a reasonable royalty,  
8 together with pre-judgment and post-judgment interest;

9 6. Enter an order, pursuant to 35 U.S.C. § 284, and based on the AIG  
10 Defendants’ willful infringement, trebling all damages awarded to Katz Technology  
11 Licensing and against the AIG Defendants;

12 7. Adjudge that the National City Defendants have been and are  
13 infringing one or more claims of the patents identified in Paragraph 89 of this  
14 Complaint by offering the Accused National City Services;

15 8. Adjudge that the National City Defendants’ infringement has been  
16 and is willful;

17 9. Enter an order, pursuant to 35 U.S.C. § 283, temporarily,  
18 preliminarily, and permanently enjoining the National City Defendants, and all  
19 persons in active concert or participation with them, from any further acts of  
20 infringement, contributory infringement, or inducement of infringement of the ‘120,  
21 ‘252, ‘734, and ‘984 Patents;

22 10. Order an accounting for damages resulting from the National City  
23 Defendants’ infringement of the patents identified in Paragraph 89 of this Complaint;

24 11. Enter an order, pursuant to 35 U.S.C. § 284, awarding to Katz  
25 Technology Licensing damages adequate to compensate Katz Technology Licensing  
26 for the National City Defendants’ infringement, but in no event less than a reasonable  
27 royalty, together with pre-judgment and post-judgment interest;

28

1           12. Enter an order, pursuant to 35 U.S.C. § 284, and based on the  
2 National City Defendants' willful infringement, trebling all damages awarded to Katz  
3 Technology Licensing and against the National City Defendants;

4           13. Adjudge that the Wilmington Trust Defendants have been and are  
5 infringing one or more claims of the patents identified in Paragraph 97 of this  
6 Complaint by offering the Accused Wilmington Trust Services;

7           14. Adjudge that the Wilmington Trust Defendants' infringement has  
8 been and is willful;

9           15. Enter an order, pursuant to 35 U.S.C. § 283, temporarily,  
10 preliminarily, and permanently enjoining the Wilmington Trust Defendants, and all  
11 persons in active concert or participation with them, from any further acts of  
12 infringement, contributory infringement, or inducement of infringement of the '120,  
13 '252, '734, and '984 Patents;

14           16. Order an accounting for damages resulting from the Wilmington  
15 Trust Defendants' infringement of the patents identified in Paragraph 97 of this  
16 Complaint;

17           17. Enter an order, pursuant to 35 U.S.C. § 284, awarding to Katz  
18 Technology Licensing damages adequate to compensate Katz Technology Licensing  
19 for the Wilmington Trust Defendants' infringement, but in no event less than a  
20 reasonable royalty, together with pre-judgment and post-judgment interest;

21           18. Enter an order, pursuant to 35 U.S.C. § 284, and based on the  
22 Wilmington Trust Defendants' willful infringement, trebling all damages awarded to  
23 Katz Technology Licensing and against the Wilmington Trust Defendants;

24           19. Adjudge that Aquila has been and is infringing one or more  
25 claims of the patents identified in Paragraph 105 of this Complaint by offering the  
26 Accused Aquila Services;

27           20. Adjudge that Aquila's infringement has been and is willful;  
28



1           21. Enter an order, pursuant to 35 U.S.C. § 283, temporarily,  
2 preliminarily, and permanently enjoining Aquila, and all persons in active concert or  
3 participation with it, from any further acts of infringement, contributory  
4 infringement, or inducement of infringement of the '120 and '734 Patents;

5           22. Order an accounting for damages resulting from Aquila's  
6 infringement of the patents identified in Paragraph 105 of this Complaint;

7           23. Enter an order, pursuant to 35 U.S.C. § 284, awarding to Katz  
8 Technology Licensing damages adequate to compensate Katz Technology Licensing  
9 for Aquila's infringement, but in no event less than a reasonable royalty, together  
10 with pre-judgment and post-judgment interest;

11           24. Enter an order, pursuant to 35 U.S.C. § 284, and based on  
12 Aquila's willful infringement, trebling all damages awarded to Katz Technology  
13 Licensing and against Aquila;

14           25. Adjudge that the DHL Defendants have been and are infringing  
15 one or more claims of the patents identified in Paragraph 113 of this Complaint by  
16 offering the Accused DHL Services;

17           26. Adjudge that the DHL Defendants' infringement has been and is  
18 willful;

19           27. Enter an order, pursuant to 35 U.S.C. § 283, temporarily,  
20 preliminarily, and permanently enjoining the DHL Defendants, and all persons in  
21 active concert or participation with them, from any further acts of infringement,  
22 contributory infringement, or inducement of infringement of the '120, '734, and '984  
23 Patents;

24           28. Order an accounting for damages resulting from the DHL  
25 Defendants' infringement of the patents identified in Paragraph 113 of this  
26 Complaint;

27           29. Enter an order, pursuant to 35 U.S.C. § 284, awarding to Katz  
28 Technology Licensing damages adequate to compensate Katz Technology Licensing

1 for the DHL Defendants' infringement, but in no event less than a reasonable royalty,  
2 together with pre-judgment and post-judgment interest;

3 30. Enter an order, pursuant to 35 U.S.C. § 284, and based on the  
4 DHL Defendants' willful infringement, trebling all damages awarded to Katz  
5 Technology Licensing and against the DHL Defendants;

6 31. Adjudge that the CIGNA Defendants have been and are infringing  
7 one or more claims of the patents identified in Paragraph 121 of this Complaint by  
8 offering the Accused CIGNA Services;

9 32. Adjudge that the CIGNA Defendants' infringement has been and  
10 is willful;

11 33. Enter an order, pursuant to 35 U.S.C. § 283, temporarily,  
12 preliminarily, and permanently enjoining the CIGNA Defendants, and all persons in  
13 active concert or participation with them, from any further acts of infringement,  
14 contributory infringement, or inducement of infringement of the '120, '252, '734, and  
15 '984 Patents;

16 34. Order an accounting for damages resulting from the CIGNA  
17 Defendants' infringement of the patents identified in Paragraph 121 of this  
18 Complaint;

19 35. Enter an order, pursuant to 35 U.S.C. § 284, awarding to Katz  
20 Technology Licensing damages adequate to compensate Katz Technology Licensing  
21 for the CIGNA Defendants' infringement, but in no event less than a reasonable  
22 royalty, together with pre-judgment and post-judgment interest;

23 36. Enter an order, pursuant to 35 U.S.C. § 284, and based on the  
24 CIGNA Defendants' willful infringement, trebling all damages awarded to Katz  
25 Technology Licensing and against the CIGNA Defendants;

26 37. Enter an order, pursuant to 35 U.S.C. § 285, finding that this is an  
27 exceptional case and awarding to Katz Technology Licensing its reasonable  
28 attorneys' fees incurred in this action; and

