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MAY - 2 2011

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 Clerk, U.S. District Court
 Northern District of California
 San Jose

7 Attorneys for Plaintiff
 8 GT NEXUS, INC.

9
 10 **UNITED STATES DISTRICT COURT**

11 **NORTHERN DISTRICT OF CALIFORNIA**

12 **SAN JOSE DIVISION**

13 GT NEXUS, INC., a Delaware corporation,

14 Plaintiff,

15 v.

16 INTTRA INC., a Delaware corporation,

17 Defendant.

CV 11-02145 JCS
 CASE NO.:

**COMPLAINT FOR
 DECLARATORY JUDGMENT**

DEMAND FOR JURY TRIAL

19 GT Nexus, Inc. ("GT Nexus") hereby alleges for its Complaint against Defendant Intrta,
 20 Inc. ("Intrta"), on personal knowledge as to its own activities and on information and belief as to
 21 the activities of others, as follows:

22 **THE PARTIES**

23 1. Plaintiff GT Nexus is a Delaware corporation with its principal place of business
 24 in Oakland, California. GT Nexus was founded in 1998 and offers a cloud-based collaboration
 25 platform to automate supply chain processes for global trade and logistics. Thousands of
 26 companies use software services provided by GT Nexus to optimize the global flow of goods and
 27 trade information from order point to final payment. Buyers, sellers, banks, and logistics

28 COMPLAINT
 CASE NO.:

1 providers collaborate and automate hundreds of supply chain processes using GT Nexus as their
2 single, common technology platform in the cloud.

3 2. Intrta is a Delaware corporation with its principal place of business in Parsippany,
4 New Jersey. Intrta was founded in October 2000 and incorporated in January 2001 to compete
5 with GT Nexus in providing a global platform for ocean freight shipping.

6 3. Intrta and GT Nexus have been described in the press as “arch rivals” and
7 “primary competitors.” An article in The Economist described the business of both companies
8 as follows:

9 Members of supply chains invariably do business with one another over the internet. You
10 may not know how to ship a product from, say, Bangladesh to Barbados, but there will be
11 a freight forwarder or express-delivery firm that does. Increasingly services of this kind
12 are available online. Some companies, such as INTTRA and GT Nexus, two American
13 firms, now provide specialist web-based platforms capable of doing much of the work for
14 logistics managers using ocean freight. *A survey of logistics: Shining examples – How
15 three large and successful companies are using their supply chains to compete*, The
16 Economist, Jun. 15, 2006, www.economist.com/node/7032179

14 JURISDICTION AND VENUE

15 4. This Court has subject matter jurisdiction over GT Nexus’s asserted causes of
16 action pursuant to 28 U.S.C. §§ 1331 and 1338(a), because those claims arise under the patent
17 laws of the United States, 35 U.S.C. §§ 101, *et seq.*, and under the Federal Declaratory Judgment
18 Act, 28 U.S.C. §§ 2201 and 2202.

19 5. Personal jurisdiction and venue are proper in this Court pursuant to 28 U.S.C. §§
20 1391(b)-(c) and/or 1400(b) because, *inter alia*, a substantial part of the events giving rise to the
21 claims occurred here, GT Nexus resides in this judicial district, and, on information and belief,
22 Intrta conducts substantial business in this district, including but not limited to facilitating
23 transactions with shippers and freight forwarders in this judicial district and regularly providing
24 services to carriers and customers utilizing the port of Oakland in this judicial district. Further,
25 Intrta’s owners have offices in this judicial district. In addition, Intrta has conducted business
26 meetings with GT Nexus in this district.

INTRADISTRICT ASSIGNMENT

6. Pursuant to Civil Local Rule 3-2(c), this is an Intellectual Property Action to be assigned on a district-wide basis.

BACKGROUND

7. United States Patent Number 7,752,142 ("the '142 patent"), entitled "Common Carrier System" states on its face that it is assigned to Intrta. The '142 patent states that it issued on July 6, 2010. A true and correct copy of the '142 patent is attached hereto as Exhibit A.

8. United States Patent Number 7,756,794 ("the '794 patent"), entitled "Common Carrier System" states on its face that it is assigned to Intrta. The '794 patent states that it issued on July 13, 2010. A true and correct copy of the '794 patent is attached hereto as Exhibit B.

9. United States Patent Number 7,761,387 ("the '387 patent"), entitled "Common Carrier System" states on its face that it is assigned to Intrta. The '387 patent states that it issued on July 20, 2010. A true and correct copy of the '387 patent is attached hereto as Exhibit C.

10. United States Patent Number 7,827,119 ("the '119 patent"), entitled "Common Carrier System" is assigned on its face to Intrta. The '119 patent states that it issued on November 2, 2010. A true and correct copy of the '119 patent is attached hereto as Exhibit D. The '142 patent, the '794 patent, the '387 patent, and the '119 patent are collectively referred to herein as the "Intrta patents."

11. On October 12, 2010, Intrta issued a press release announcing the issuance of the '142 patent, the '794 patent, and the '387 patent, which the release asserts "relate to various INTTRA products and services, including multi-carrier track and trace functionality and booking functionality." The release concludes by stating that "[t]he INTTRA patent strategy will protect INTTRA's intellectual property while also encouraging industry-wide e-commerce adoption through various INTTRA partnerships and alliances." Press Release, Intrta, Inc., INTTRA Granted Multi-carrier Track & Trace and Booking Process Patents, Oct. 12, 2010, *available at* <http://www.intrta.com/pr/article/intrta-granted-multi-carrier-track---trace-and-booking-process-patents>.

1 12. While the '119 patent had not yet issued at the time of the October 12, 2010 press
2 release, it is related to the three patents listed in the release. The application for the '119 patent,
3 like the applications for the '142 patent and the '387 patent, is a division of the application for
4 the '794 patent.

5 13. On April 4, 2011, John DeBenedette, Intrtra's Vice President of Commercial, sent
6 an email to John Urban, President of GT Nexus. In connection with certain unacceptable
7 business demands, the email offered GT Nexus a license to Intrtra's intellectual property. GT
8 Nexus believes the email was referring to the patents that are the subject of this complaint. It
9 touted Intrtra's significant investment in this technology and warned GT Nexus that Intrtra intends
10 to reap the rewards of that investment. The email concluded that GT Nexus should license
11 Intrtra's patents now as part of a broader business alliance, set a May deadline for acceptance of
12 Intrtra's offer, and threatened increased risks if GT Nexus elected not to do so.

13 14. Upon reading Intrtra's email, GT Nexus concluded that Intrtra intends to enforce its
14 patents against GT Nexus if GT Nexus does not license Intrtra's patents and enter into an alliance
15 with Intrtra by the May deadline. Intrtra has engaged in a longstanding effort to coerce GT Nexus
16 into a business alliance. Now that Intrtra has the Intrtra patents, GT Nexus believes that Intrtra will
17 use its patents in an attempt to gain leverage against GT Nexus. In sum, GT Nexus took Intrtra's
18 email as a threat to sue it for patent infringement.

19 15. On information and belief, Intrtra and its partners have recently asserted that GT
20 Nexus infringes the Intrtra patents in an attempt to pressure GT Nexus's customers and partners
21 to do business with Intrtra. GT Nexus has certain indemnification obligations to its customers.
22 GT Nexus, therefore, files this action not only to protect itself from Intrtra's assertions, but also to
23 protect its customers.

24 16. GT Nexus provides booking and tracking functionality through its Ocean
25 Shipment Execution, otherwise known as Ocean Carrier Portal. GT Nexus does not believe its
26 products or service infringe the Intrtra patents. Moreover, GT Nexus believes that the Intrtra
27 patents are invalid. GT Nexus, therefore, believes that it does not need a license to the Intrtra
28 patents.

(Declaratory Judgment of Invalidity of U.S. Patent No. 7,752,142)

19. Because Intrtra contends that GT Nexus needs to license the Intrtra patents, it follows that Intrtra believes its '142 patent is valid and infringed by GT Nexus. As a result of the totality of the circumstances between the parties discussed above, GT Nexus believes that Intrtra intends to sue GT Nexus for infringement of the '142 patent.

21. On at least the basis that it believes the '142 patent is invalid, GT Nexus does not need a license to the '142 patent, and it has a right to continue providing shipping transaction services without a license to or interference from Intrtra's '142 patent.

22. Accordingly, an actual, valid, and justiciable controversy has arisen and exists between GT Nexus and Intrra. GT Nexus desires a prompt and definitive judicial determination and declaration that the '142 patent is invalid. Such a determination and declaration is necessary and appropriate at this time in order that the parties may ascertain their respective rights and

1 duties.

2 **SECOND CAUSE OF ACTION**

3 **(Declaratory Judgment of Noninfringement of U.S. Patent No. 7,752,142)**

4 23. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs
5 1 through 22 inclusive, and incorporates them by reference herein.

6 24. Because Intrtra contends that GT Nexus needs to license the Intrtra patents, it
7 follows that Intrtra believes its '142 patent is valid and infringed by GT Nexus. As a result of the
8 totality of the circumstances between the parties discussed above, GT Nexus believes that Intrtra
9 intends to sue GT Nexus for infringement of the '142 patent.

10 25. GT Nexus contends that its products and services do not infringe, contribute to the
11 infringement of, or induce others to infringe any valid and enforceable claim of the '142 patent,
12 either directly or indirectly, either literally or under the doctrine of equivalents.

13 26. Accordingly, an actual, valid, and justiciable controversy has arisen and exists
14 between GT Nexus and Intrtra. GT Nexus desires a prompt and definitive judicial determination
15 and declaration that its products do not infringe the '142 patent. Such a determination and
16 declaration is necessary and appropriate at this time in order that the parties may ascertain their
17 respective rights and duties.

18 **THIRD CAUSE OF ACTION**

19 **(Declaratory Judgment of Invalidity of U.S. Patent No. 7,756,794)**

20 27. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs
21 1 through 26 inclusive, and incorporates them by reference herein.

22 28. Because Intrtra contends that GT Nexus needs to license the Intrtra patents, it
23 follows that Intrtra believes its '794 patent is valid and infringed by GT Nexus. As a result of the
24 totality of the circumstances between the parties discussed above, GT Nexus believes that Intrtra
25 intends to sue GT Nexus for infringement of the '794 patent.

26 29. GT Nexus contends that the '794 patent is invalid because it fails to satisfy the
27 conditions and requirements for patentability as set forth, *inter alia*, in Sections 101, 102, 103,
28 and/or 112 of Title 35 of the United States Code.

FOURTH CAUSE OF ACTION

32. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs 1 through 31 inclusive, and incorporates them by reference herein.

34. GT Nexus contends that its products and services do not infringe, contribute to the infringement of, or induce others to infringe any valid and enforceable claim of the '794 patent, either directly or indirectly, either literally or under the doctrine of equivalents.

FIFTH CAUSE OF ACTION

36. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs 1 through 35 inclusive, and incorporates them by reference herein.

39. On at least the basis that it believes the '387 patent is invalid, GT Nexus does not need a license to the '387 patent, and it has a right to continue providing shipping transaction services without a license to or interference from Intrta's '387 patent.

SIXTH CAUSE OF ACTION

41. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs 1 through 40 inclusive, and incorporates them by reference herein.

42. Because Intrta contends that GT Nexus needs to license the Intrta patents, it follows that Intrta believes its '387 patent is valid and infringed by GT Nexus. As a result of the totality of the circumstances between the parties discussed above, GT Nexus believes that Intrta intends to sue GT Nexus for infringement of the '387 patent.

43. GT Nexus contends that its products and services do not infringe, contribute to the infringement of, or induce others to infringe any valid and enforceable claim of the '387 patent, either directly or indirectly, either literally or under the doctrine of equivalents.

44. Accordingly, an actual, valid, and justiciable controversy has arisen and exists between GT Nexus and Intrita. GT Nexus desires a prompt and definitive judicial determination

1 and declaration that its products do not infringe the '387 patent. Such a determination and
2 declaration is necessary and appropriate at this time in order that the parties may ascertain their
3 respective rights and duties.

4 **SEVENTH CAUSE OF ACTION**

5 **(Declaratory Judgment of Invalidity of U.S. Patent No. 7,827,119)**

6 45. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs
7 1 through 44 inclusive, and incorporates them by reference herein.

8 46. Because Intrra contends that GT Nexus needs to license the Intrra patents, it
9 follows that Intrra believes its '119 patent is valid and infringed by GT Nexus. As a result of the
10 totality of the circumstances between the parties discussed above, GT Nexus believes that Intrra
11 intends to sue GT Nexus for infringement of the '119 patent.

12 47. GT Nexus contends that the '119 patent is invalid because it fails to satisfy the
13 conditions and requirements for patentability as set forth, *inter alia*, in Sections 101, 102, 103,
14 and/or 112 of Title 35 of the United States Code.

15 48. On at least the basis that it believes the '119 patent is invalid, GT Nexus does not
16 need a license to the '119 patent, and it has a right to continue providing shipping transaction
17 services without a license to or interference from Intrra's '119 patent.

18 49. Accordingly, an actual, valid, and justiciable controversy has arisen and exists
19 between GT Nexus and Intrra. GT Nexus desires a prompt and definitive judicial determination
20 and declaration that the '119 patent is invalid. Such a determination and declaration is necessary
21 and appropriate at this time in order that the parties may ascertain their respective rights and
22 duties.

23 **EIGHTH CAUSE OF ACTION**

24 **(Declaratory Judgment of Noninfringement of U.S. Patent No. 7,827,119)**

25 50. GT Nexus repeats and realleges each and every allegation set forth in Paragraphs
26 1 through 49 inclusive, and incorporates them by reference herein.

27 51. Because Intrra contends that GT Nexus needs to license the Intrra patents, it
28 follows that Intrra believes its '119 patent is valid and infringed by GT Nexus. As a result of the

1 totality of the circumstances between the parties discussed above, GT Nexus believes that Intrta
2 intends to sue GT Nexus for infringement of the '119 patent.

3 52. GT Nexus contends that its products and services do not infringe, contribute to the
4 infringement of, or induce others to infringe any valid and enforceable claim of the '119 patent,
5 either directly or indirectly, either literally or under the doctrine of equivalents.

6 53. Accordingly, an actual, valid, and justiciable controversy has arisen and exists
7 between GT Nexus and Intrta. GT Nexus desires a prompt and definitive judicial determination
8 and declaration that its products do not infringe the '119 patent. Such a determination and
9 declaration is necessary and appropriate at this time in order that the parties may ascertain their
10 respective rights and duties.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, plaintiff GT Nexus requests entry of judgment in its favor and against
13 defendant Intrta as follows:

14 a. Declaring that the claims of the '142 patent, the '794 patent, the '387 patent, and
15 the '119 patent are invalid;

16 b. Declaring that GT Nexus has not infringed, induced others to infringe, or
17 contributed to the infringement of any valid claim of the '142 patent, the '794 patent, the '387
18 patent, and the '119 patent either directly or indirectly, either literally or under the doctrine of
19 equivalents;

20 c. Enjoining Intrta, its officers, owners, partners, employees, agents, parents,
21 subsidiaries, attorneys, and anyone acting in concert or participation with any of them from
22 making any claims that GT Nexus infringes the '142 patent, the '794 patent, the '387 patent, and
23 the '119 patent;

24 d. Enjoining Intrta, its officers, owners, partners, employees, agents, parents,
25 subsidiaries, attorneys, and anyone acting in concert or participation with any of them from
26 enforcing the '142 patent, the '794 patent, the '387 patent, and the '119 patent against GT
27 Nexus's products and services;

28 e. Awarding GT Nexus its costs of suit, including reasonable attorneys' fees; and

1 f. Granting such other and further relief as this Court may deem just and
2 appropriate.

3
4 Dated: May 2, 2011

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

5
6 By: 
7 Stefani E. Shanberg

8 Attorneys for Plaintiff
9 GT NEXUS, INC.
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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38 and Civil Local Rule 3-6(a), GT Nexus hereby demands a jury trial of all issues triable by a jury.

Dated: May 2, 2011

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

By: Stefani E. Shanberg
Stefani E. Shanberg

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GT NEXUS, INC.