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12
 13 Attorneys for Plaintiff
 Advanced Media Networks, LLC
 14

15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**
 17

18 **ADVANCED MEDIA NETWORKS,**
 19 **L.L.C.,**

20 **Plaintiff,**

21 **v.**

22 **GOGO LLC, AIRCELL BUSINESS**
 23 **AVIATION SERVICES LLC,**
 24 **BOMBARDIER AEROSPACE**
 25 **CORPORATION, DELTA AIR LINES**
 26 **INC., LEARJET INC., NETJETS INC.,**
 27 **UNITED AIR LINES INC. AND**
 28 **XOJET, INC,**

Defendants.

Case No. 11-cv-10474 JEM

FIRST AMENDED COMPLAINT
FOR PATENT INFRINGEMENT

DEMAND FOR JURY TRIAL

2012 APR -9 PM 3:33
 CLERK U.S. DISTRICT COURT
 CENTRAL DIST. OF CALIF.
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FILED

1 Plaintiff Advanced Media Networks, L.L.C. ("AMN") brings this action
 2 against defendants Gogo LLC ("Gogo"), Aircell Business Aviation Services LLC
 3 ("Aircell"), Bombardier Aerospace Corporation ("Bombardier"), Delta Air Lines Inc.
 4 ("Delta"), Learjet Inc. ("Learjet"), NetJets Inc. ("NetJets"), United Air Lines Inc.
 5 ("United Air Lines") and XOJET, Inc. ("XOJET") (collectively ("Defendants")) and
 6 hereby alleges as follows:

7 THE PARTIES

8 1. AMN is a corporation organized and existing under the laws of
 9 California having a principal place of business at 5900 Wilshire Boulevard, Suite
 10 2600, Los Angeles, California 90036.

11 2. Gogo is a corporation organized and existing under the laws of
 12 Delaware having a principal place of business at 1250 North Arlington Heights
 13 Road, Itasca, Illinois 60143 and also operates an office in Broomfield, Colorado.
 14 Gogo has a registered agent for service of process at The Corporation Trust
 15 Company located at Corporation Trust Center, 1209 Orange Street, Wilmington,
 16 Delaware 19801. Upon information and belief, Gogo does business in the State of
 17 California and this District, contracts to supply goods or services within the State of
 18 California and this District, has continuous and systematic business contacts within
 19 the State of California and this District, derives substantial revenue from interstate
 20 commerce from goods used or services rendered in the State of California and this
 21 District and commits and has committed acts of patent infringement either within the
 22 State of California and this District, or outside the State of California and this
 23 District with a reasonable expectation that such acts would have consequences
 24 within the State of California and this District.

25 3. Upon information and belief, Aircell Inc. changed its entity name and
 26 form to Aircell LLC in 2007. Upon information and belief, in 2011, Aircell LLC
 27 was rebranded under Gogo's umbrella and Aircell LLC changed its entity name to
 28 Gogo LLC in mid-2011. Upon information and belief, Aircell remained the name of

1 the company's business aviation division.

2 4. Aircell is a corporation organized and existing under the laws of
3 Delaware having a principal place of business at 303 South Technology Court,
4 Building A, Broomfield, Colorado 80021. Aircell has a registered agent for service
5 of process at The Corporation Trust Company located at Corporation Trust Center,
6 1209 Orange Street, Wilmington, Delaware 19801. Upon information and belief,
7 Aircell does business in the State of California and this District, contracts to supply
8 goods or services within the State of California and this District, has continuous and
9 systematic business contacts within the State of California and this District, derives
10 substantial revenue from interstate commerce from goods used or services rendered
11 in the State of California and this District and commits and has committed acts of
12 patent infringement either within the State of California and this District, or outside
13 the State of California and this District with a reasonable expectation that such acts
14 would have consequences within the State of California and this District.

15 5. Delta is a corporation organized and existing under the laws of
16 Delaware having a principal place of business at 1030 Delta Blvd., Atlanta, Georgia
17 30320-6001. Delta has a registered agent for service of process at Corporation
18 Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
19 Upon information and belief, Delta does business in the State of California and this
20 District, contracts to supply goods or services within the State of California and this
21 District, has continuous and systematic business contacts within the State of
22 California and this District, derives substantial revenue from interstate commerce
23 from goods used or services rendered in the State of California and this District and
24 commits and has committed acts of patent infringement either within the State of
25 California and this District, or outside the State of California and this District with a
26 reasonable expectation that such acts would have consequences within the State of
27 California and this District.

28 6. United Air Lines is a corporation organized and existing under the laws

1 of Delaware having a principal place of business at 77 West Wacker Drive, Chicago,
2 Illinois 60601. United Air Lines has a registered agent for service of process at
3 Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington,
4 Delaware 19808. Upon information and belief, United Air Lines does business in
5 the State of California and this District, contracts to supply goods or services within
6 the State of California and this District, has continuous and systematic business
7 contacts within the State of California and this District, derives substantial revenue
8 from interstate commerce from goods used or services rendered in the State of
9 California and this District and commits and has committed acts of patent
10 infringement either within the State of California and this District, or outside the
11 State of California and this District with a reasonable expectation that such acts
12 would have consequences within the State of California and this District.

13 7. Bombardier is a corporation organized and existing under the laws of
14 Delaware, having a principal place of business at 400 Cote-Vertu Road West, Dorval,
15 Québec, Canada H4S 1Y9. Bombardier maintains a division known as Flexjet,
16 which has a principal place of business at 3400 Waterview Parkway, Suite 400,
17 Richardson, Texas 75080. Bombardier has a registered agent for service of process
18 at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street,
19 Wilmington, Delaware 19801. Upon information and belief, Bombardier does
20 business in the State of California and this District, contracts to supply goods or
21 services within the State of California and this District, has continuous and
22 systematic business contacts within the State of California and this District, derives
23 substantial revenue from interstate commerce from goods used or services rendered
24 in the State of California and this District and commits and has committed acts of
25 patent infringement either within the State of California and this District, or outside
26 the State of California and this District with a reasonable expectation that such acts
27 would have consequences within the State of California and this District.

28 8. Learjet is a corporation organized and existing under the laws of Kansas

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1 having a principal place of business at One Learjet Way, Wichita, Kansas 67209.
2 Learjet has a registered agent for service of process at The Corporation Company,
3 Inc., 112 SW 7th Street Suite 3c, Topeka, Kansas 66603. Upon information and
4 belief, Learjet does business in the State of California and this District, contracts to
5 supply goods or services within the State of California and this District, has
6 continuous and systematic business contacts within the State of California and this
7 District, derives substantial revenue from interstate commerce from goods used or
8 services rendered in the State of California and this District and commits and has
9 committed acts of patent infringement either within the State of California and this
10 District, or outside the State of California and this District with a reasonable
11 expectation that such acts would have consequences within the State of California
12 and this District.

13 9. NetJets is a corporation organized and existing under the laws of
14 Delaware having a principal place of business at 4111 Bridgeway Ave., Columbus,
15 OH 43219. NetJets has a registered agent for service of process at Corporation
16 Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
17 Upon information and belief, NetJets does business in the State of California and
18 this District, contracts to supply goods or services within the State of California and
19 this District, has continuous and systematic business contacts within the State of
20 California and this District, derives substantial revenue from interstate commerce
21 from goods used or services rendered in the State of California and this District and
22 commits and has committed acts of patent infringement either within the State of
23 California and this District, or outside the State of California and this District with a
24 reasonable expectation that such acts would have consequences within the State of
25 California and this District.

26 10. XOJET is a corporation organized and existing under the laws of
27 Delaware having a principal place of business at 2000 Sierra Point Parkway, Suite
28 200, Brisbane, California 94005. XOJET has a registered agent for service of

process at Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. Upon information and belief, XOJET does business in the State of California and this District, contracts to supply goods or services within the State of California and this District, has continuous and systematic business contacts within the State of California and this District, derives substantial revenue from interstate commerce from goods used or services rendered in the State of California and this District and commits and has committed acts of patent infringement either within the State of California and this District, or outside the State of California and this District with a reasonable expectation that such acts would have consequences within the State of California and this District.

JURISDICTION AND VENUE

6. This action arises under the Patent Laws of the United States, 35 U.S.C. §1, et seq. This Court accordingly has jurisdiction pursuant to 28 U.S.C. §§1331 and 1338(a).

7. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. §§ 1400(b).

FACTS COMMON TO ALL COUNTS

8. On September 28, 1999, U.S. Patent No. 5,960,074 (the "'074 patent"), entitled "Mobile Tele-Computer Network For Motion Picture, Television and Advertising Production," a copy of which is attached hereto as Exhibit A, was duly and legally issued to Curtis Clark. AMN is the owner by assignment of the '074 patent.

9. On May 11, 2010, a request was made to the United States Patent and Trademark Office ("USPTO") for Ex Parte Reexamination of the '074 patent pursuant to 35 U.S.C. §§ 302-307 and 37 C.F.R. § 1.510 by a third-party requester.

10. On July 12, 2010, the USPTO issued an Order granting the Request for Ex Parte Reexamination of the '074 patent, assigning Application/Control Number 90/010,992.

1 11. On September 26, 2011, the USPTO issued a Notice of Intent to issue
2 an Ex Parte Reexamination Certificate for the '074 patent, confirming original
3 claims 1 through 40 and adding new claims 41 through 127.

4 12. On November 22, 2011, the USPTO issued an Ex Parte Reexamination
5 Certificate for the '074 patent, confirming original claims 1 through 40 and adding
6 new claims 41 through 127.

7 13. Upon information and belief, Gogo provides an air-to-ground ("ATG")
8 communications network which provides mobile broadband services to end-users
9 aboard aircraft flying over the continental United States and Alaska.

10 14. Upon information and belief, the FCC granted Gogo an exclusive
11 license in 2006 to operate over a dedicated frequency spectrum.

12 15. Upon information and belief, Gogo has entered into contracts or
13 agreements with various airlines in the aeronautical industry, including Delta and
14 United Airlines ("Commercial Airlines"), to provide mobile broadband products
15 and services to end-users aboard aircraft owned and/or operated by the various
16 Airlines, including but not limited to products and services such as Gogo
17 Connectivity, Gogo Flight Pass, Gogo Mobile Pass, Gogo 24-Hour Pass, Gogo
18 Traveler Pass, Gogo Quick Pass, Gogo Segment Pass, Gogo Day Pass, Gogo
19 Annual Pass, Gogo Unlimited Pass, and Gogo Signature Services (collectively
20 "Gogo commercial aircraft products and services").

21 16. Upon information and belief, Gogo sells and/or offers to sell to
22 passengers the Gogo commercial aircraft products and services during flights on
23 aircrafts owned or operated by the Commercial Airlines and/or through websites
24 which are owned or operated by the Commercial Airlines.

25 17. Upon information and belief, Gogo sells and/or offers to sell the Gogo
26 commercial aircraft products and services through its website or other means.

27 18. Upon information and belief, Gogo provides guidance and/or
28 instructions through its website or other means explaining how end-users can obtain

1 or utilize Gogo commercial aircraft products and services during flights offered by
2 Airlines.

3 19. Upon information and belief, Gogo has installed equipment on aircraft
4 owned by Airlines, which facilitates communication with Gogo's ATG network to
5 provide mobile broadband services to end-users.

6 20. Upon information and belief, Aircell provides mobile broadband
7 products and services, including but not limited to Gogo Biz products and services,
8 such as Gogo Biz Unlimited, Gogo Biz 100 and Gogo Biz 40, and SwiftBroadband
9 products and services, (collectively "Gogo business aircraft products and services"),
10 to end-users aboard aircraft provided by various private airlines and aircraft
11 manufacturers in the aeronautical industry, including Bombardier, Learjet, NetJets
12 and XOJET ("Private Airlines and Aircraft Manufacturers") flying over the
13 continental United States and Alaska via Gogo's ATG network.

14 21. Upon information and belief, Aircell sells and/or offers to sell the
15 Gogo business aircraft products and services through its website or other means.

16 22. Upon information and belief, Aircell provides guidance and/or
17 instructions through its website or other means explaining how end-users can obtain
18 or utilize Gogo business aircraft products and services during flights on aircraft
19 which are equipped to provide the Gogo business aircraft products and services.

20 23. Upon information and belief, Aircell provides equipment on aircraft,
21 including but not limited to the ATG 4000 system and ATG 5000 system, which
22 facilitates communication with Gogo's ATG network to provide mobile broadband
23 services to end-users.

24 24. Upon information and belief, Aircell provides equipment on aircraft,
25 including but not limited to the Aircell Aviator 200 and Aircell Aviator 300/350
26 equipment packages, which provides the SwiftBroadband service to end-users.

27 25. Upon information and belief, Bombardier maintains a division known
28 as Flexjet, which provides airline services including offering fractional ownership,

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1 jet card, on-demand charter services and whole aircraft ownership and management,
2 through which the Gogo business aircraft products and services are provided to end
3 users.

4 26. Upon information and belief, Bombardier manufactures private
5 aircraft, including but not limited to aircraft manufacturer by its wholly owned
6 subsidiary, Learjet, through which the Gogo business aircraft products and services
7 are provided to end users.

8 COUNT I

9 Infringement of United States Patent No. 5,960,074

10 27. AMN repeats the allegations contained in paragraphs 1 – 30 as though
11 fully set forth herein.

12 28. Upon information and belief, each Defendant has in the past infringed
13 and continues to infringe the '074 patent, directly and/or by contributory
14 infringement and/or by inducement of infringement, by making, using, selling
15 and/or offering to sell, in this judicial district and elsewhere in the United States,
16 products and services, which embody the patented invention of the '074 patent.

17 29. The infringement claims set forth against each of the Defendants arise
18 from the same series of transactions and involve questions of fact which are
19 common to each of the defendants. Each claim asserted against each Defendant
20 involves communications over Gogo's ATG network in a manner which facilitates
21 the offering of broadband products and services to end-users, including but not
22 limited to the Gogo commercial aircraft products and services and the Gogo
23 business aircraft products and services, and all claims involve the installation of
24 similarly functioning equipment on aircrafts in communication with Gogo's ATG
25 network and in offering the SwiftBroadband service.

26 30. Gogo's infringement includes, but is not limited to, the manufacture,
27 use, sale, importation and/or offer for sale of broadband products and services, such
28 as the Gogo commercial aircraft products and services, offered through Gogo's

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1 ATG network and communications equipment installed on aircraft, which embody
2 the patented invention of the '074 patent.

3 31. Pursuant to 35 U.S.C. § 271, Gogo is liable for (i) direct infringement
4 of the '074 patent by having made, used, sold or offered to sell and continuing to
5 make, use, sell and/or offer to sell the Gogo commercial aircraft products and
6 services and the Gogo business aircraft products and services in conjunction with
7 Gogo's ATG network and in conjunction with the SwiftBroadband service; (ii)
8 contributory infringement of the '074 patent by having sold or offered to sell and
9 continuing to sell or offer to sell a material component of the invention embodied in
10 the '074 patent, which is especially made or adapted for use in infringing the '074
11 patent and which is not suitable for any substantial non-infringing use, in order to
12 provide Gogo commercial aircraft products and services and the Gogo business
13 aircraft products and services to end-users in-flight, and having knowledge that the
14 '074 patent was/is being directly infringed by end-users in-flight which provide the
15 Gogo commercial aircraft products and services or the Gogo business aircraft
16 products and services; and (iii) inducement of infringement by having knowingly
17 caused or intended to cause and continuing to knowingly cause or intend to cause
18 the direct infringement of the '074 patent by end-users in-flight which provide the
19 Gogo commercial aircraft products and services or the Gogo business aircraft
20 products and services.

21 32. Aircell's infringement includes, but is not limited to, the manufacture,
22 use, sale, importation and/or offer for sale of broadband products and services, such
23 as the Gogo business aircraft products and services, offered through Gogo's ATG
24 network in conjunction with communications equipment, such as the ATG 4000 and
25 ATG 5000 systems and the SwiftBroadband products and services offered through
26 the Aircell Aviator 200 and Aircell Aviator 300/350 equipment packages, which
27 embody the patented invention of the '074 patent.

28 33. Pursuant to 35 U.S.C. § 271, Aircell is liable for (i) direct infringement

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1 of the '074 patent by having made, used, sold or offered to sell and continuing to
2 make, use, sell and/or offer to sell the Gogo business aircraft products and services
3 in conjunction with Gogo's ATG network and in conjunction with the
4 SwiftBroadband service; (ii) contributory infringement of the '074 patent by having
5 sold or offered to sell and continuing to sell or offer to sell a material component of
6 the invention embodied in the '074 patent, which is especially made or adapted for
7 use in infringing the '074 patent and which is not suitable for any substantial non-
8 infringing use, in order to provide the Gogo business aircraft products and services
9 to end-users in-flight, and having knowledge that the '074 patent was/is being
10 directly infringed by end-users in-flight, which provide the Gogo business aircraft
11 products and services; and (iii) inducement of infringement by having knowingly
12 caused or intended to cause and continuing to knowingly cause or intend to cause
13 the direct infringement of the '074 patent by end-users in-flight, which provide the
14 Gogo business aircraft products and services.

15 34. Delta's infringement includes, but is not limited to, the manufacture,
16 use, sale, importation and/or offer for sale of products and services, such as the
17 Gogo commercial aircraft products and services, offered through Gogo's ATG
18 network and communications equipment installed on aircraft owned or operated by
19 Delta, which embody the patented invention of the '074 patent.

20 35. Pursuant to 35 U.S.C. § 271, Delta is liable for (i) direct infringement
21 of the '074 patent by having made, used, sold or offered to sell and continuing to
22 make, use, sell and/or offer to sell the Gogo commercial aircraft products and
23 services in conjunction with Gogo's ATG network; (ii) contributory infringement of
24 the '074 patent by having sold or offered to sell and continuing to sell or offer to
25 sell a material component of the invention embodied in the '074 patent, which is
26 especially made or adapted for use in infringing the '074 patent and which is not
27 suitable for any substantial non-infringing use, in order to provide Gogo
28 commercial aircraft products and services to end-users in-flight, and having

1 knowledge that the '074 patent was/is being directly infringed by end-users in-
 2 flight; and (iii) inducement of infringement by having knowingly caused or intended
 3 to cause and continuing to knowingly cause or intend to cause the direct
 4 infringement of the '074 patent by end-users in-flight.

5 36. United Air Lines' infringement includes, but is not limited to, the
 6 manufacture, use, sale, importation and/or offer for sale of products and services,
 7 such as the Gogo commercial aircraft products and services, offered through Gogo's
 8 ATG network and communications equipment installed on aircraft owned or
 9 operated by United Air Lines, which embody the patented invention of the '074
 10 patent.

11 37. Pursuant to 35 U.S.C. § 271, United Air Lines is liable for (i) direct
 12 infringement of the '074 patent by having made, used, sold or offered to sell and
 13 continuing to make, use, sell and/or offer to sell the Gogo commercial aircraft
 14 products and services in conjunction with Gogo's ATG network; (ii) contributory
 15 infringement of the '074 patent by having sold or offered to sell and continuing to
 16 sell or offer to sell a material component of the invention embodied in the '074
 17 patent, which is especially made or adapted for use in infringing the '074 patent and
 18 which is not suitable for any substantial non-infringing use, in order to provide
 19 Gogo commercial aircraft products and services to end-users in-flight, and having
 20 knowledge that the '074 patent was/is being directly infringed by end-users in-
 21 flight; and (iii) inducement of infringement by having knowingly caused or intended
 22 to cause and continuing to knowingly cause or intend to cause the direct
 23 infringement of the '074 patent by end-users in-flight.

24 38. Bombardier's infringement includes, but is not limited to, the
 25 manufacture, use, sale, importation and/or offer for sale of products and services,
 26 such as the Gogo business aircraft products and services, offered through Gogo's
 27 ATG network and communications equipment and through the SwiftBroadband
 28 products and services installed on aircraft owned , operated or provided by Flexjet,

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1 a division of Bombardier and on aircraft manufactured by Bombardier and its
2 subsidiaries, including but not limited to Learjet, which embody the patented
3 invention of the '074 patent.

4 39. Pursuant to 35 U.S.C. § 271, Bombardier is liable for (i) direct
5 infringement of the '074 patent by having made, used, sold or offered to sell and
6 continuing to make, use, sell and/or offer to sell the Gogo business aircraft products
7 and services in conjunction with Gogo's ATG network and in conjunction with the
8 SwiftBroadband service; (ii) contributory infringement of the '074 patent by having
9 sold or offered to sell and continuing to sell or offer to sell a material component of
10 the invention embodied in the '074 patent, which is especially made or adapted for
11 use in infringing the '074 patent and which is not suitable for any substantial non-
12 infringing use, in order to provide Gogo business aircraft products and services to
13 end-users in-flight, and having knowledge that the '074 patent was/is being directly
14 infringed by end-users in-flight; and (iii) inducement of infringement by having
15 knowingly caused or intended to cause and continuing to knowingly cause or intend
16 to cause the direct infringement of the '074 patent by end-users in-flight.

17 40. Learjet's infringement includes, but is not limited to, the manufacture,
18 use, sale, importation and/or offer for sale of products and services, such as the
19 Gogo business aircraft products and services, offered through Gogo's ATG network
20 and communications equipment and through the SwiftBroadband products and
21 services installed on aircraft manufactured by Learjet, which embody the patented
22 invention of the '074 patent.

23 41. Pursuant to 35 U.S.C. § 271, Learjet is liable for (i) direct
24 infringement of the '074 patent by having made, used, sold or offered to sell and
25 continuing to make, use, sell and/or offer to sell the Gogo business aircraft products
26 and services in conjunction with Gogo's ATG network and in conjunction with the
27 SwiftBroadband service; (ii) contributory infringement of the '074 patent by having
28 sold or offered to sell and continuing to sell or offer to sell a material component of

1 the invention embodied in the '074 patent, which is especially made or adapted for
2 use in infringing the '074 patent and which is not suitable for any substantial non-
3 infringing use, in order to provide Gogo business aircraft products and services to
4 end-users in-flight, and having knowledge that the '074 patent was/is being directly
5 infringed by end-users in-flight; and (iii) inducement of infringement by having
6 knowingly caused or intended to cause and continuing to knowingly cause or intend
7 to cause the direct infringement of the '074 patent by end-users in-flight.

8 42. NetJets' infringement includes, but is not limited to, the manufacture,
9 use, sale, importation and/or offer for sale of products and services, such as the
10 Gogo business aircraft products and services, offered through Gogo's ATG network
11 and communications equipment and through SwiftBroadband products and services
12 installed on aircraft owned, operated or provided by NetJets, which embody the
13 patented invention of the '074 patent.

14 43. Pursuant to 35 U.S.C. § 271, NetJets is liable for (i) direct
15 infringement of the '074 patent by having made, used, sold or offered to sell and
16 continuing to make, use, sell and/or offer to sell the Gogo business aircraft products
17 and services in conjunction with Gogo's ATG network and in conjunction with the
18 SwiftBroadband service; (ii) contributory infringement of the '074 patent by having
19 sold or offered to sell and continuing to sell or offer to sell a material component of
20 the invention embodied in the '074 patent, which is especially made or adapted for
21 use in infringing the '074 patent and which is not suitable for any substantial non-
22 infringing use, in order to provide Gogo business aircraft products and services to
23 end-users in-flight, and having knowledge that the '074 patent was/is being directly
24 infringed by end-users in-flight; and (iii) inducement of infringement by having
25 knowingly caused or intended to cause and continuing to knowingly cause or intend
26 to cause the direct infringement of the '074 patent by end-users in-flight.

27 44. XOJET's infringement includes, but is not limited to, the manufacture,
28 use, sale, importation and/or offer for sale of products and services, such as the

1 Gogo business aircraft products and services, offered through Gogo's ATG network
 2 and communications equipment and through SwiftBroadband products and services
 3 installed on aircraft owned, operated or provided by XOJET, which embody the
 4 patented invention of the '074 patent.

5 45. Pursuant to 35 U.S.C. § 271, XOJET is liable for (i) direct
 6 infringement of the '074 patent by having made, used, sold or offered to sell and
 7 continuing to make, use, sell and/or offer to sell the Gogo business aircraft products
 8 and services in conjunction with Gogo's ATG network and in conjunction with the
 9 SwiftBroadband service; (ii) contributory infringement of the '074 patent by having
 10 sold or offered to sell and continuing to sell or offer to sell a material component of
 11 the invention embodied in the '074 patent, which is especially made or adapted for
 12 use in infringing the '074 patent and which is not suitable for any substantial non-
 13 infringing use, in order to provide Gogo business aircraft products and services to
 14 end-users in-flight, and having knowledge that the '074 patent was/is being directly
 15 infringed by end-users in-flight; and (iii) inducement of infringement by having
 16 knowingly caused or intended to cause and continuing to knowingly cause or intend
 17 to cause the direct infringement of the '074 patent by end-users in-flight.

18 46. As a result of Defendants' acts of infringement of the '074 Patent,
 19 AMN has suffered injury to its business and property in an amount to be determined
 20 as damages, and will continue to suffer damages in the future.

21 47. Unless an injunction is issued enjoining Defendants and their officers,
 22 agents, servants, employees and attorneys, and all those persons in active concert or
 23 participation with them from infringing the '074 Patent, AMN will be irreparably
 24 harmed.

25 PRAYER FOR RELIEF

26 WHEREFORE, AMN prays for judgment and relief as follows:

27 A. A declaration that each of the Defendants has infringed, is
 28 infringing, have induced and is inducing, and has contributed and is

1 contributing to the infringement of the '074 Patent;

2 B. A permanent injunction enjoining Defendants, its officers, agents,
3 servants, employees, affiliates and attorneys, and all those in active concert or
4 participation with them, from further infringing, inducing infringement, and
5 contributing to the infringement of the '074 Patent;

6 C. An award of damages adequate to compensate AMN for the
7 infringement of the '074 Patent by the Defendants;

8 D. AMN be granted pre-judgment and post-judgment interest on the
9 damages caused by reason of Defendants' infringement of the '074 Patent;

10 E. The Court declare this an exceptional case and that AMN be
11 granted its reasonable attorneys' fees in accordance with 35 U.S.C. § 285;

12 F. Costs be awarded to AMN; and

13 G. AMN be granted such other and further relief as the Court may
14 deem just and proper.

15
16 Dated: April 9, 2012

CYPRESS, LLP

17
18 By: 

Caroline H. Mankey

Robert J. Muller

19
20 Attorneys for Plaintiff Advance Media
21 Networks, LLC
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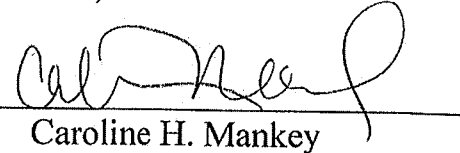
JURY DEMAND

AMN demands trial by jury on all claims and issues so triable.

Dated: April 9, 2012

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By:



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