

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

AUTOMATED FACILITIES  
MANAGEMENT CORPORATION

Plaintiff,

v.

VENTYX USA, INC.

Defendant.

Civil Action File No.  
1 : 12 - cv - 3927 - JOF

**COMPLAINT**

Plaintiff Automated Facilities Management Corporation, as and for its  
Complaint in this matter, alleges as follows:

**JURISDICTION**

1. This is a Complaint for infringement of a United States patent.  
Accordingly, this Court has federal question jurisdiction pursuant to 28 U.S.C.  
§§ 1331, 1338(a).

**PARTIES**

2. Plaintiff Automated Facilities Management Corporation is a  
corporation duly organized and existing under the laws of the State of Texas.

3. Plaintiff is informed and believes, and on that basis alleges, that Defendant Ventyx USA, Inc. (“Ventyx”), purports to be a corporation organized and existing under the laws of the State of Georgia with its principal place of business in Colorado.

### **FACTS**

4. Plaintiff is the exclusive licensee of United States Patent No. 7,548,970 (the “970 Patent”), with the sole right to bring suit for infringement of that patent.

5. Plaintiff is the exclusive licensee of United States Patent No. 7,606,919 (the “919 Patent”) with the sole right to bring suit for infringement of that patent.

6. Businesses that desire to practice Plaintiff’s patents legally and with respect for Plaintiff’s legal rights have entered into license agreements with Plaintiff. Any entity, such as Ventyx, which disregards Plaintiff’s legal rights by practicing Plaintiff’s patents without entering into a license agreement with Plaintiff is being unfair to the competitors that have entered such agreements because it is refusing to incur legitimate expenses that Plaintiff’s licensees have agreed to pay.

7. Ventyx and its predecessor, Mincom, Inc. (collectively, “Defendant”), makes and has made commercially available within the United States a product that it calls “Ellipse.”

8. Defendant makes, uses, sells, and offers for sale Ellipse within the United States, or imports it into the United States, within the meaning of United States patent law.

9. Plaintiff has not consented to Defendant practicing its patents.

### **FIRST CAUSE OF ACTION**

#### **(Patent Infringement of the ‘970 Patent)**

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though set forth in full.

11. Making, using, selling, offering to sell Ellipse within the United States, or importing it into the United States, without Plaintiff’s consent is an act of patent infringement.

12. By making, using, selling, or offering for sale Ellipse, among other products or services, within the United States, Defendant is infringing and has infringed the ‘970 Patent.

13. Defendants’ customers who use Ellipse, among other products or services, within the United States directly infringe the ‘970 Patent.

14. Defendant has induced its customers for Ellipse, among other products or services, to directly infringe the '970 Patent.

15. Defendant is liable for contributory infringement of the '970 Patent in connection with its customers' direct infringement of the '970 Patent.

16. Defendant is therefore liable to Plaintiff for damages in an amount to be determined at trial but in any event no less than \$5 million.

17. Plaintiff is entitled to a permanent injunction to prevent Defendant from making, using, selling, or offering for sale within the United States, or importing into the United States, its Ellipse, or any other product that infringes the '970 Patent, and also to prevent Defendant from inducing or contributing to the infringement of the '970 Patent.

## **SECOND CAUSE OF ACTION**

### **(Patent Infringement of the '919 Patent)**

18. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though set forth in full.

19. Making, using, selling, offering to sell Ellipse within the United States, or importing it into the United States, without Plaintiff's consent is an act of patent infringement.

20. By making, using, selling, or offering for sale Ellipse, among other products or services, within the United States, Defendant is infringing and has infringed the '919 Patent.

21. Defendants' customers who use Ellipse, among other products or services, within the United States directly infringe the '919 Patent.

22. Defendant has induced its customers for Ellipse, among other products or services, to directly infringe the '919 Patent.

23. Defendant is liable for contributory infringement of the '919 Patent in connection with its customers' direct infringement of the '919 Patent.

24. Defendant is therefore liable to Plaintiff for damages in an amount to be determined at trial but in any event no less than \$5 million.

25. Plaintiff is entitled to a permanent injunction to prevent Defendant from making, using, selling, or offering for sale within the United States, or importing into the United States, its Ellipse, or any other product that infringes the '919 Patent, and also to prevent Defendant from inducing or contributing to the infringement of the '919 Patent.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that the Court enter judgment in its favor and against Defendant as follows:

a. For judgment in favor of Plaintiff, ordering Defendant to pay compensatory damages in an amount to be proven at trial but no less than \$5 million;

b. For an order permanently enjoining Defendant, and anyone acting in concert or participation therewith, during the term of the '970 Patent, from making, using, selling, or offering to sell within the United States, or importing into the United States, Ellipse, or any other product that infringes the '970 Patent, and further permanently enjoining Defendant, and anyone acting in concert or participation therewith, during the term of the '970 Patent, from inducing or contributing to the infringement of the '970 Patent;

c. For an order permanently enjoining Defendant, and anyone acting in concert or participation therewith, during the term of the '919 Patent, from making, using, selling, or offering to sell within the United States, or importing into the United States, Ellipse, or any other product that infringes the '919 Patent, and further permanently enjoining Defendant, and anyone acting in concert or participation therewith, during the term of the '919 Patent, from inducing or contributing to the infringement of the '919 Patent;

d. For prejudgment interest at the legal rate, accruing from a date no later than June 16, 2009;

- e. For costs of suit; and
- f. For such further relief as justice may require.

This 8th day of November, 2012.

/s/ N. Andrew Crain

N. Andrew Crain ([andrew.crain@tkhr.com](mailto:andrew.crain@tkhr.com))

Georgia Bar No. 193081

Eric Maurer ([eric.maurer@tkhr.com](mailto:eric.maurer@tkhr.com))

Georgia Bar No. 478199

**THOMAS | HORSTEMEYER, LLP**

400 Interstate North Parkway, Ste. 1500

Atlanta, GA 30339

Telephone: (770) 933-9500

Facsimile: (770) 951-0933

Robert M. Shore ([rshore@motleyrice.com](mailto:rshore@motleyrice.com))

(to be admitted pro hac vice)

**MOTLEY RICE LLP**

1801 Century Park East, Suite 475

Los Angeles, CA 90067-2333

Attorneys for Plaintiff,  
Automated Facilities Management  
Corporation