

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

SOLV HEALTH, INC.,

Plaintiff,

v.

GREATGIGZ SOLUTIONS, LLC,

Defendant.

CASE NO. _____

JURY TRIAL DEMANDED

ORIGINAL DECLARATORY JUDGMENT COMPLAINT

Plaintiff Solv Health, Inc., based on personal knowledge as to all acts or events that it has undertaken or witnessed, and upon information and belief as to all others, files this Original Declaratory Judgment Complaint against Defendant GreatGigz Solutions, LLC and alleges as follows:

NATURE OF THE ACTION

1. This is a declaratory judgment action by Plaintiff Solv Health seeking a determination that U.S. Patent Nos. 6,662,194 (“the ’194 Patent”), 7,490,086 (“the ’086 Patent”), 9,760,864 (“the ’864 Patent”), and 10,096,000 (“the ’000 Patent”) (collectively, the “Patents-in-Suit”) are invalid and not infringed by Solv Health.

2. This Declaratory Judgment Complaint relates to GreatGigz’s allegations that use of software sold by Solv Health infringes the ’194 Patent, the ’086 Patent, the ’864 Patent, and/or the ’000 Patent, which culminated in patent infringement suits filed against Solv Health’s current and former customers, including Integrity Urgent Care Management – China Spring, LLC and Integrity Urgent Care Management – Copperas Cove, LLC in the Western District of Texas, and NextCare

Primary Care Texas PLLC, NextCare Texas LLC, and HealthCare Express LLP in the Eastern District of Texas.

PARTIES

3. Plaintiff Solv Health is a Delaware corporation with a place of business in Oakland, California.

4. On information and belief, Defendant GreatGigz is a limited liability company organized and existing under the laws of the State of Florida with its principal place of business at 600 S. Dixie Highway, Suite 605, West Palm Beach, Florida 33401.

5. On information and belief, Defendant GreatGigz is the owner by assignment of the '194 Patent, which is entitled "Apparatus and method for providing recruitment information." A true and correct copy of the '194 Patent is attached as Exhibit A.

6. On information and belief, Defendant GreatGigz is the owner by assignment of the '086 Patent, which is entitled "Apparatus and method for providing job searching services recruitment services and/or recruitment-related services." A true and correct copy of the '086 Patent is attached as Exhibit B.

7. On information and belief, Defendant GreatGigz is the owner by assignment of the '864 Patent, which is entitled "Apparatus and method for providing job searching services, recruitment services and/or recruitment-related services." A true and correct copy of the '864 Patent is attached as Exhibit C.

8. On information and belief, Defendant GreatGigz is the owner by assignment of the '000 Patent, which is entitled "Apparatus and method for providing job searching services, recruitment services and/or recruitment-related services." A true and correct copy of the '000 Patent is attached as Exhibit D.

JURISDICTION AND VENUE

9. This action arises under the Declaratory Judgment Act, 28 U.S.C. §§ 2201–2202, and under the Patent Laws of the United States, 35 U.S.C. §§ 1 *et seq.*

10. This Court has subject matter jurisdiction over the claims alleged in this action at least under 28 U.S.C. §§ 1331, 1332, 1338, 2201, and 2202, because this Court has exclusive jurisdiction over declaratory judgment claims arising under the Patent Laws pursuant to 28 U.S.C. §§ 1331, 1338, 2201, and 2202.

11. This Court can provide the relief sought in this Original Declaratory Judgment Complaint because an actual case and controversy exists between the parties within the scope of this Court’s jurisdiction pursuant to 28 U.S.C. § 2201, at least because GreatGigz has filed the lawsuits against current and former Solv Health customers alleging infringement by use of Solv Health’s software platform. *See, e.g., GreatGigz Solutions, LLC v. HealthCare Express, LLP*, No. 2:21-cv-00358 (E.D. Tex. filed on Sept. 14, 2021); *GreatGigz Solutions, LLC v. Integrity Urgent Care Management - Copperas Cove, LLC et al.*, No. 6:21-cv-01222-ADA (W.D. Tex. filed on Nov. 23, 2021); *GreatGigz Solutions, LLC v. NextCare Texas, LLC et al.*, No. 2:22-cv-00362 (E.D. Tex. filed on Sept. 15, 2022) (collectively, “Customer Lawsuits”). GreatGigz’s actions have created a real, live, immediate, ongoing, and justiciable case or controversy between GreatGigz and Solv Health.

12. Venue in this District is proper under 28 U.S.C. §§ 1391(b), (c), and (d) with respect to Solv Health’s declaratory judgment claims. This Court has personal jurisdiction over GreatGigz because it is a Florida limited liability company with its principal place of business in this District.

13. An actual and justiciable controversy exists under 28 U.S.C. §§ 2201, 2202 between Solv Health and GreatGigz as to whether the Patents-in-Suit are invalid and/or not infringed by

the Solv Health software platform, which GreatGigz is currently alleging to infringe the Patents-in-Suit in the Customer Lawsuits.

COUNT I
DECLARATION REGARDING NON-INFRINGEMENT OF THE '194 PATENT

14. Solv Health incorporates by reference Paragraphs 1–13 above.

15. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Solv Health, on the one hand, and GreatGigz on the other, regarding whether Solv Health infringes any claim of the '194 patent.

16. Solv Health does not infringe at least Claim 1 of the '194 Patent because, among other things, Solv Health does not employ any method that: (1) “a memory device for storing information regarding at least one of a job opening, a position, an assignment, a contract, and a project, and information regarding a job search request;”; (2) “a processing device for processing information regarding the job search request upon a detection of an occurrence of a searching event, wherein the processing device is programmed to detect the occurrence of the searching event, wherein the processing device utilizes information regarding the at least one of a job opening, a position, an assignment, a contract, and a project, stored in the memory device, and further wherein the processing device generates a message containing information regarding at least one of a job opening, a position, an assignment, a contract, and a project, wherein the message is responsive to the job search request”; and/or (3) “a transmitter for transmitting the message to a communication device associated with an individual, wherein the message is transmitted to the communication device in real-time.”

17. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Solv Health requests a declaration by the Court that Solv Health has not infringed and does not infringe

any claim of the '194 Patent under any theory (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)).

COUNT II
DECLARATION REGARDING INVALIDITY OF THE '194 PATENT

18. Solv Health incorporates by reference Paragraphs 1–17 above.

19. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Solv Health, on the one hand, and GreatGigz on the other, regarding the validity of the '194 Patent.

20. The claims of the '194 Patent are invalid for failure to comply with one or more of the requirements of the United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

21. By way of example, the claims of the '194 Patent are anticipated and/or rendered obvious by, *inter alia*, U.S. Patent Nos. 5,592,375, 5,974,406, and 6,334,133.

22. The claims of the '194 Patent invalid under 35 U.S.C. § 101 because they are directed to the abstract idea of exchanging information to hire and schedule individuals for jobs and do not claim any inventive concept sufficient to confer patent eligibility on this claimed abstract idea.

23. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Solv Health requests a declaration by the Court that claims of the '194 Patent are invalid for failure to comply with one or more of the requirements of United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

COUNT III
DECLARATION REGARDING NON-INFRINGEMENT OF THE '086 PATENT

24. Solv Health incorporates by reference Paragraphs 1–23 above.

25. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Solv Health, on the one hand, and GreatGigz on the other, regarding whether Solv Health infringes any claim of the '086 patent.

26. Solv Health does not infringe at least Claim 1 of the '086 Patent because, among other things, Solv Health does not employ any method that: (1) “a memory device, wherein the memory device stores information regarding at least one of a job opening, a position, an assignment, a contract, and a project, and further wherein the memory device stores information regarding a job search request or inquiry”; (2) “a processing device, wherein the processing device processes the information regarding a job search request or inquiry upon a detection of an occurrence of a searching event, wherein the searching event is an occurrence of at least one of a job posting by at least one employer or at least one hiring entity, a posting of new or revised data or information from at least one individual or a group of individuals, a news release of a business event, an employment-related event, an economic report, industry-specific news, an event which creates an interest by at least one employer or at least one hiring entity to fill a position, and an event which creates an interest by at least one individual to seek a position, wherein the processing device automatically detects the occurrence of the searching event, wherein the processing device utilizes the information regarding at least one of a job opening, a position, an assignment, a contract, and a project, stored in the memory device in processing the information regarding a job search request or inquiry, and further wherein the processing device generates a message containing the information regarding at least one of a job opening, a position, an assignment, a contract, and a project, wherein the message is responsive to the job search request or inquiry”; and/or (3) “a transmitter, wherein the transmitter transmits the message to a communication device associated with an individual.”

27. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Solv Health requests a declaration by the Court that Solv Health has not infringed and does not infringe any claim of the '086 Patent under any theory (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)).

COUNT IV
DECLARATION REGARDING INVALIDITY OF THE '086 PATENT

28. Solv Health incorporates by reference Paragraphs 1–27 above.

29. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Solv Health, on the one hand, and GreatGigz on the other, regarding the validity of the '086 Patent.

30. The claims of the '086 Patent are invalid for failure to comply with one or more of the requirements of the United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

31. By way of example, the claims of the '086 Patent are anticipated and/or rendered obvious by, *inter alia*, U.S. Patent Nos. 5,592,375, 5,974,406, and 6,334,133.

32. The claims of the '086 Patent invalid under 35 U.S.C. § 101 because they are directed to the abstract idea of exchanging information to hire and schedule individuals for jobs and do not claim any inventive concept sufficient to confer patent eligibility on this claimed abstract idea.

33. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Solv Health requests a declaration by the Court that claims of the '086 Patent are invalid for failure to comply with one or more of the requirements of United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

COUNT V
DECLARATION REGARDING NON-INFRINGEMENT OF THE '864 PATENT

34. Solv Health incorporates by reference Paragraphs 1–33 above.

35. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Solv Health, on the one hand, and GreatGigz on the other, regarding whether Solv Health infringes any claim of the '864 patent.

36. Solv Health does not infringe at least Claim 1 of the '864 Patent because, among other things, Solv Health does not employ any method that: (1) “a memory device or a database, wherein the memory device or the database stores work schedule information or scheduling information of or for a plurality of individuals, independent contractors, temporary workers, or freelancers”; (2) “a receiver, wherein the receiver receives a first request, wherein the first request contains information regarding a request to obtain work schedule information or scheduling information of or for an individual, an independent contractor, a temporary worker, or a freelancer, from among the plurality of individuals, independent contractors, temporary workers, or freelancers, wherein the first request is received from a first communication device associated with an employer or a hiring entity”; (3) “a processor, wherein the processor is associated with a website, and further wherein the processor is specially programmed to process or to provide job search information, recruitment information, or recruitment-related information, wherein the processor processes information contained in the first request, wherein the processor or the apparatus generates a first message in response to the first request, and wherein the first message contains the work schedule information or the scheduling information of or for the individual, the independent contractor, the temporary worker, or the freelancer”; and/or (4) “a transmitter, wherein the transmitter transmits the first message to the first communication device on, over, or via, the Internet or the World Wide Web, wherein the apparatus receives a second request, wherein

the second request contains information for reserving, engaging, or requesting, the services of the individual, the independent contractor, the temporary worker, or the freelancer, wherein the apparatus processes the information contained in the second request and generates a second message containing information regarding the second request, and further wherein the apparatus transmits the second message to a second communication device, wherein the second communication device is associated with the individual, the independent contractor, the temporary worker, or the freelancer.”

37. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Solv Health requests a declaration by the Court that Solv Health has not infringed and does not infringe any claim of the '864 Patent under any theory (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)).

COUNT VI
DECLARATION REGARDING INVALIDITY OF THE '864 PATENT

38. Solv Health incorporates by reference Paragraphs 1–37 above.

39. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Solv Health, on the one hand, and GreatGigz on the other, regarding the validity of the '864 Patent.

40. The claims of the '864 Patent are invalid for failure to comply with one or more of the requirements of the United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

41. By way of example, the claims of the '864 Patent are anticipated and/or rendered obvious by, inter alia, U.S. Patent Nos. 5,592,375, 5,974,406, and 6,334,133.

42. The claims of the '864 Patent invalid under 35 U.S.C. § 101 because they are directed to the abstract idea of exchanging information to hire and schedule individuals for jobs

and do not claim any inventive concept sufficient to confer patent eligibility on this claimed abstract idea.

43. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Solv Health requests a declaration by the Court that claims of the '864 Patent are invalid for failure to comply with one or more of the requirements of United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

COUNT VII
DECLARATION REGARDING NON-INFRINGEMENT OF THE '000 PATENT

44. Solv Health incorporates by reference Paragraphs 1–43 above.

45. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Solv Health, on the one hand, and GreatGigz on the other, regarding whether Solv Health infringes any claim of the '000 patent.

46. Solv Health does not infringe at least Claim 1 of the '000 Patent because, among other things, Solv Health does not employ any method that: (1) “a memory device, wherein the memory device stores work schedule information or scheduling information for an employer or a hiring entity, or for an individual, an independent contractor, a temporary worker, or a freelancer”; (2) “a receiver, wherein the receiver receives a first request, wherein the first request contains information regarding a request to obtain work schedule information or scheduling information for the employer, the hiring entity, the individual, the independent contractor, the temporary worker, or the freelancer, wherein the first request is transmitted from a first communication device associated with an employer or hiring entity or associated with an individual, an independent contractor, a temporary worker, or a freelancer”; (3) “a processing device, wherein the processing device is specially programmed for processing information contained in the first request, wherein

the processing device generates a first message containing the work schedule information or the scheduling information for the employer, the hiring entity, the individual, the independent contractor, the temporary worker, or the freelancer”; and/or (4) “a transmitter, wherein the transmitter transmits the first message to the first communication device or to a second communication device, wherein the apparatus processes information contained in a second request, wherein the second request contains information for offering services of the individual, the independent contractor, the temporary worker, or the freelancer, to the employer or hiring entity, or contains information for the employer or hiring entity reserving or requesting the services of the individual, the independent contractor, the temporary worker, or the freelancer, wherein the information contained in the second request is based on the work schedule information or the scheduling information for the employer, the hiring entity, the individual, the independent contractor, the temporary worker, or the freelancer, contained in the first message.”

47. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Solv Health requests a declaration by the Court that Solv Health has not infringed and does not infringe any claim of the '000 Patent under any theory (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)).

COUNT VIII
DECLARATION REGARDING INVALIDITY OF THE '000 PATENT

48. Solv Health incorporates by reference Paragraphs 1–47 above.

49. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Solv Health, on the one hand, and GreatGigz on the other, regarding the validity of the '000 Patent.

50. The claims of the '000 Patent are invalid for failure to comply with one or more of the requirements of the United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

51. By way of example, the claims of the '000 Patent are anticipated and/or rendered obvious by, inter alia, U.S. Patent Nos. 5,592,375, 5,974,406, and 6,334,133.

52. The claims of the '000 Patent invalid under 35 U.S.C. § 101 because they are directed to the abstract idea of exchanging information to hire and schedule individuals for jobs and do not claim any inventive concept sufficient to confer patent eligibility on this claimed abstract idea.

53. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Solv Health requests a declaration by the Court that claims of the '000 Patent are invalid for failure to comply with one or more of the requirements of United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

PRAYER FOR RELIEF

WHEREFORE, Solv Health asks this Court to enter judgment in Solv Health's favor and against GreatGigz by granting the following relief:

- a) a declaration that the Patents-in-Suit are invalid;
- b) a declaration that Solv Health does not infringe, under any theory, any valid claim of the Patents-in-Suit that may be enforceable;
- c) a finding that this case is an exceptional case under 35 U.S.C. § 285 and an award to Solv Health of its costs and attorneys' fees incurred in this action; and
- d) further relief as the Court may deem just and proper.

JURY DEMAND

Solv Health hereby demands trial by jury on all issues.

Dated: October 21, 2022

Respectfully submitted,

By: /s/ Eleanor T. Barnett

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**Motions for admission pro hac vice
forthcoming*

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