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*For Plaintiff FLEET CONNECT SOLUTIONS LLC*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

Fleet Connect Solutions, LLC;  
Plaintiff,  
v.  
GPS Insight, Inc.;;  
Defendant.

Case No. \_\_\_\_\_

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**JURY TRIAL DEMANDED**

1 Plaintiff Fleet Connect Solutions LLC (“Fleet Connect” or “Plaintiff”) files this  
 2 Complaint against GPS Insight, Inc., (“GPS Insight” or “Defendant”) alleging,  
 3 based on its own knowledge as to itself and its own actions, and based on  
 4 information and belief as to all other matters, as follows:

### 5 NATURE OF THE ACTION

6 1. This is a patent infringement action to stop Defendant’s infringement of  
 7 the following United States Patents (collectively, the “Asserted Patents”):

	<b>U.S. Patent No.</b>	<b>Title</b>	<b>Available At</b>
8 9 10 11	A. 6,429,810	Integrated Air Logistics System	<a href="https://ppubs.uspto.gov/dirssearch-public/print/downloadPdf/6429810">https://ppubs.uspto.gov/dirssearch-public/print/downloadPdf/6429810</a>
12 13	B. 7,058,040	Channel Interference Reduction	<a href="https://ppubs.uspto.gov/dirssearch-public/print/downloadPdf/7058040">https://ppubs.uspto.gov/dirssearch-public/print/downloadPdf/7058040</a>
14 15 16 17 18 19	C. 7,260,153	Multi Input Multi Output Wireless Communication Method And Apparatus Providing Extended Range And Extended Rate Across Imperfectly Estimated Channels	<a href="https://ppubs.uspto.gov/dirssearch-public/print/downloadPdf/7260153">https://ppubs.uspto.gov/dirssearch-public/print/downloadPdf/7260153</a>
20 21 22	D. 7,536,189	System And Method For Sending Broadcasts In A Social Network	<a href="https://ppubs.uspto.gov/dirssearch-public/print/downloadPdf/7536189">https://ppubs.uspto.gov/dirssearch-public/print/downloadPdf/7536189</a>
23 24	E. 7,599,715	System And Method For Matching Wireless Devices	<a href="https://ppubs.uspto.gov/dirssearch-public/print/downloadPdf/7599715">https://ppubs.uspto.gov/dirssearch-public/print/downloadPdf/7599715</a>
25 26 27 28	F. 7,656,845	Channel Interference Reduction	<a href="https://ppubs.uspto.gov/dirssearch-public/print/downloadPdf/7656845">https://ppubs.uspto.gov/dirssearch-public/print/downloadPdf/7656845</a>

	<b>U.S. Patent No.</b>	<b>Title</b>	<b>Available At</b>
G.	7,742,388	Packet Generation Systems And Methods	<a href="https://ppubs.uspto.gov/dsearch-public/print/downloadPdf/7742388">https://ppubs.uspto.gov/dsearch-public/print/downloadPdf/7742388</a>
H.	8,005,053	Channel Interference Reduction	<a href="https://ppubs.uspto.gov/dsearch-public/print/downloadPdf/8005053">https://ppubs.uspto.gov/dsearch-public/print/downloadPdf/8005053</a>
I.	8,494,581	System And Methods For Management Of Mobile Field Assets Via Wireless Handheld Devices	<a href="https://ppubs.uspto.gov/dsearch-public/print/downloadPdf/8494581">https://ppubs.uspto.gov/dsearch-public/print/downloadPdf/8494581</a>
J.	9,299,044	System And Methods For Management Of Mobile Field Assets Via Wireless Handheld Devices	<a href="https://ppubs.uspto.gov/dsearch-public/print/downloadPdf/9299044">https://ppubs.uspto.gov/dsearch-public/print/downloadPdf/9299044</a>
K.	9,747,565	System And Methods For Management Of Mobile Field Assets Via Wireless Handheld Devices	<a href="https://ppubs.uspto.gov/dsearch-public/print/downloadPdf/9747565">https://ppubs.uspto.gov/dsearch-public/print/downloadPdf/9747565</a>

2. Plaintiff seeks monetary damages.

### **PARTIES**

3. Plaintiff is a limited liability company formed under the laws of Texas with a registered office address located in Austin, Texas (Travis County).

4. GPS Insight is a corporation organized under the laws of the State of Maryland with its principal place of business located at 7201 E. Henkel Way, Suite 400, Scottsdale, Arizona, 85255.

5. GPS Insight may be served through its registered agent for service, OSBORN MALEDON, P.A., located at 2929 N. Central Avenue, Suite 2100, Phoenix, Arizona 85012, USA.

**JURISDICTION AND VENUE**

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6. Fleet Connect repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

7. This is an action for infringement of a United States patent arising under 35 U.S.C. §§ 271, 281, and 284–85, among others. This Court has subject matter jurisdiction of the action under 28 U.S.C. § 1331 and § 1338(a).

8. Venue is proper against Defendant in this District pursuant to 28 U.S.C. § 1400(b) and 1391(c) because it has maintained established and regular places of business in this District and has committed acts of patent infringement in the District. *See In re: Cray Inc.*, 871 F.3d 1355, 1362-1363 (Fed. Cir. 2017).

9. Defendant is subject to this Court’s specific and general personal jurisdiction under due process and/or the Arizona Long Arm Statute due at least to Defendant’s substantial business in this judicial district, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, or deriving substantial revenue from goods and services provided to individuals in Arizona and in this district.

10. Specifically, Defendant intends to do and does business in, and has committed acts of infringement in this District directly and through intermediaries, and offered its products or services, including those accused of infringement here, to customers and potential customers located in Arizona, including in this District.

11. Defendant maintains regular and established places of business in this District.

12. For example, Defendant owns, operates, manages, conduct businesses, and directs and controls the operations and employees of facilities at several locations in this District.

13. Defendant maintains its principal place of business in this District.



1           20. The wireless communications performed and/or implemented by the  
2 Accused Products, among other things, transmit data over various media, compute  
3 time slot channels, generate packets for network transmissions, perform or cause  
4 to be performed error estimation in orthogonal frequency division multiplexed  
5 (“OFDM”) receivers, and various methods of processing OFDM symbols.

6           21. The Accused Products also track, analyze, and report vehicle  
7 maintenance needs, track or cause to be tracked vehicle locations, and allow for  
8 communication between a system administrator and a remote unit, including  
9 broadcasting advisory communications.

10          22. By way of a letter to Defendant dated April 1, 2022, Fleet Connect  
11 described its patent portfolio and provided claim charts of a number of its patents  
12 comparing representative claims to Defendant’s products. Claim charts for all  
13 eleven of the Asserted Patents (’810 patent, ’040 patent, ’153 patent, ’189  
14 patent, ’715 patent, ’845 patent, ’388 patent, ’053 patent, ’581 patent, ’044 patent,  
15 ’565 patent) were included in this letter (the “FCS Letter”).

16          23. For these reasons and the additional reasons detailed below, the Accused  
17 Products practice at least one claim of each of the Asserted Patents.

18           **COUNT I: INFRINGEMENT OF U.S. PATENT NO. 6,429,810**

19          24. Fleet Connect repeats and re-alleges the allegations in the Paragraphs  
20 above as though fully set forth in their entirety.

21          25. The USPTO duly issued U.S. Patent No. 6,429,810 (the “’810 patent”)  
22 on August 6, 2002, after full and fair examination of Application No. 09/774,547  
23 which was filed January 31, 2001.

24          26. Fleet Connect owns all substantial rights, interest, and title in and to the  
25 ’810 patent, including the sole and exclusive right to prosecute this action and  
26 enforce the ’810 patent against infringers and to collect damages for all relevant  
27 times.

1           27.       Fleet Connect or its predecessors-in-interest have satisfied all statutory  
2 obligations required to collect pre-filing damages for the full period allowed by law  
3 for infringement of the '810 patent.

4           28.       The claims of the '810 patent are not directed to an abstract idea and  
5 are not limited to well-understood, routine, or conventional activity. Rather, the  
6 claimed inventions include inventive components that improve upon the function  
7 and operation of preexisting logistics and tracking systems.

8           29.       The written description of the '810 patent describes in technical detail  
9 each limitation of the claims, allowing a skilled artisan to understand the scope of  
10 the claims and how the non-conventional and non-generic combination of claim  
11 limitations is patently distinct from and improved upon what may have been  
12 considered conventional or generic in the art at the time of the invention.

13          30.       GPS Insight has directly infringed one or more claims of the '810 patent  
14 by making, using, selling, offering to sell, importing, and/or internal and external  
15 testing of the Accused Products.

16          31.       GPS Insight has directly infringed, either literally or under the doctrine  
17 of equivalents, at least claims 1, 2, and 3 of the '810 patent, as detailed in the claim  
18 chart attached hereto as **Exhibit A**.

19          32.       Fleet Connect has been damaged as a result of the infringing conduct  
20 by GPS Insight alleged above. Thus, GPS Insight is liable to Fleet Connect in an  
21 amount that compensates it for such infringements, which by law cannot be less than  
22 a reasonable royalty, together with interest and costs as fixed by this Court under 35  
23 U.S.C. § 284.

24                   **COUNT II: INFRINGEMENT OF U.S. PATENT NO. 7,058,040**

25          33.       Fleet Connect repeats and re-alleges the allegations in the Paragraphs  
26 above as though fully set forth in their entirety.

27          34.       The USPTO duly issued U.S. Patent No. 7,058,040 (hereinafter, the  
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1 “’040 patent”) on June 6, 2006 after full and fair examination of Application No.  
2 09/962,718 which was filed on September 21, 2001.

3 35. Fleet Connect owns all substantial rights, interest, and title in and to the  
4 ’040 patent, including the sole and exclusive right to prosecute this action and  
5 enforce the ’040 patent against infringers and to collect damages for all relevant  
6 times.

7 36. Fleet Connect or its predecessors-in-interest have satisfied all statutory  
8 obligations required to collect pre-filing damages for the full period allowed by law  
9 for infringement of the ’040 patent.

10 37. The claims of the ’040 patent are not directed to an abstract idea and  
11 are not limited to well-understood, routine, or conventional activity. Rather, the  
12 claimed inventions include inventive components that improve upon the function  
13 and operation of preexisting methods of transmitting data over media having  
14 overlapping frequencies.

15 38. The written description of the ’040 patent describes in technical detail  
16 each limitation of the claims, allowing a skilled artisan to understand the scope of  
17 the claims and how the non-conventional and non-generic combination of claim  
18 limitations is patently distinct from and improved upon what may have been  
19 considered conventional or generic in the art at the time of the invention.

20 39. GPS Insight has directly infringed one or more claims of the ’040 patent  
21 by making, using, selling, offering to sell, importing, and/or internal and external  
22 testing of the Accused Products.

23 40. GPS Insight has directly infringed, either literally or under the doctrine  
24 of equivalents, at least claims 1, 2, 3, and 12 of the ’040 patent, as detailed in the  
25 claim chart attached hereto as **Exhibit B**.

26 41. GPS Insight had knowledge of the ’040 patent at least as of the date  
27 when it received in the FCS Letter in April 2022.

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1           42.           Since at least the time of receiving the FCS Letter in April of 2022 until  
2 the '040 patent expired in March 2024, GPS Insight also indirectly infringed by  
3 inducing others to directly infringe the '040 patent. GPS Insight has induced  
4 distributors and end-users, including, but not limited to, GPS Insight's employees,  
5 partners, contractors, or customers, to directly infringe, either literally or under the  
6 doctrine of equivalents, the '040 patent by providing or requiring use of the Accused  
7 Products. GPS Insight took active steps, directly or through contractual relationships  
8 with others, with the specific intent to cause them to use the Accused Products in a  
9 manner that infringes one or more claims of the '040 patent, including, for example,  
10 claims 1, 2, 3, and 12 of the '040 patent. *See Exhibit B.*

11           43.           Such steps by GPS Insight included, among other things, advising or  
12 directing personnel, contractors, or end-users to use the Accused Products in an  
13 infringing manner; advertising and promoting the use of the Accused Products in an  
14 infringing manner; distributing instructions that guide users to use the Accused  
15 Products in an infringing manner; and/or instructional and technical support on its  
16 website. GPS Insight was performing these steps, which constitute induced  
17 infringement with the knowledge of the '040 patent and with the knowledge that the  
18 induced acts constitute infringement. GPS Insight was aware that the normal and  
19 customary use of the Accused Products by others would infringe the '040 patent.  
20 *See Exhibit B.*

21           44.           Since at least the time of receiving the FCS Letter in April of 2022 until  
22 the '040 patent expired in March 2024, GPS Insight has also indirectly infringed by  
23 contributing to the infringement of the '040 patent. GPS Insight has contributed to  
24 the direct infringement of the '040 patent by its personnel, contractors, distributors,  
25 and customers. The Accused Products have special features that are specially  
26 designed to be used in an infringing way and that have no substantial uses other than  
27 ones that infringe one or more claims of the '040 patent, including, for example,  
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1 claims 1, 2, 3, and 12 of the '040 patent. The special features constitute a material  
2 part of the invention of one or more of the claims of the '040 patent and are not staple  
3 articles of commerce suitable for substantial non-infringing use. See **Exhibit B**.

4 45. GPS Insight's actions were at least objectively reckless as to the risk of  
5 infringing a valid patent and this objective risk was either known or should have  
6 been known by GPS Insight.

7 46. GPS Insight's direct infringement of the '040 patent was willful,  
8 intentional, deliberate, or in conscious disregard of Fleet Connect's rights until the  
9 '040 patent expired in March 2024.

10 47. Fleet Connect has been damaged as a result of the infringing conduct  
11 by GPS Insight alleged above. Thus, GPS Insight is liable to Fleet Connect in an  
12 amount that compensates it for such infringements, which by law cannot be less than  
13 a reasonable royalty, together with interest and costs as fixed by this Court under 35  
14 U.S.C. § 284.

15 **COUNT III: INFRINGEMENT OF U.S. PATENT NO. 7,260,153**

16 48. Fleet Connect repeats and re-alleges the allegations in the Paragraphs  
17 above as though fully set forth in their entirety.

18 49. The USPTO duly issued U.S. Patent No. 7,260,153 (hereinafter, the  
19 "'153 patent") on August 21, 2007 after full and fair examination of Application No.  
20 10/423,447 which was filed on April 28, 2003.

21 50. Fleet Connect owns all substantial rights, interest, and title in and to the  
22 '153 patent, including the sole and exclusive right to prosecute this action and  
23 enforce the '153 patent against infringers and to collect damages for all relevant  
24 times.

25 51. Fleet Connect or its predecessors-in-interest have satisfied all statutory  
26 obligations required to collect pre-filing damages for the full period allowed by law  
27 for infringement of the '153 patent.  
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1           52.       The claims of the '153 patent are not directed to an abstract idea and  
2 are not limited to well-understood, routine, or conventional activity. Rather, the  
3 claimed inventions include inventive components that improve upon the function  
4 and operation of voice and data communications systems.

5           53.       The written description of the '153 patent describes in technical detail  
6 each limitation of the claims, allowing a skilled artisan to understand the scope of  
7 the claims and how the non-conventional and non-generic combination of claim  
8 limitations is patently distinct from and improved upon what may have been  
9 considered conventional or generic in the art at the time of the invention.

10          54.       GPS Insight has directly infringed, and continues to directly infringe,  
11 one or more claims of the '153 patent by making, using, selling, offering to sell,  
12 importing, and/or internal and external testing of the Accused Products.

13          55.       GPS Insight has directly infringed, either literally or under the doctrine  
14 of equivalents, at least claims 1, 2, 19, 28, and 29 of the '153 patent, as detailed in  
15 the claim chart attached hereto as **Exhibit C**.

16          56.       GPS Insight had knowledge of the '153 patent at least as of the date  
17 when it received in the FCS Letter in April 2022.

18          57.       Since at least the time of receiving the FCS Letter in April of 2022,  
19 GPS Insight has indirectly infringed and continues to indirectly infringe the '153  
20 patent by inducing others to directly infringe the '153 patent. GPS Insight has  
21 induced and continues to induce customers and end-users, including, but not limited  
22 to, GPS Insight's customers, employees, partners, contractors, customers and/or  
23 potential customers, to directly infringe, either literally or under the doctrine of  
24 equivalents, the '153 patent by providing or requiring use of the Accused Products.  
25 GPS Insight has taken active steps, directly or through contractual relationships with  
26 others, with the specific intent to cause them to use the Accused Products in a manner  
27 that infringes one or more claims of the '153 patent, including, for example, claims  
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1 1, 2, 19, 28, and 29. *See Exhibit C.*

2 58. Such steps by GPS Insight have included, among other things, advising  
3 or directing customers, personnel, contractors, or end-users to use the Accused  
4 Products in an infringing manner; advertising and promoting the use of the Accused  
5 Products in an infringing manner; distributing instructions that guide users to use the  
6 Accused Products in an infringing manner; and/or instructional and technical support  
7 on its website/dashboard. GPS Insight has been performing these steps, which  
8 constitute induced infringement with the knowledge of the '153 patent and with the  
9 knowledge that the induced acts constitute infringement. GPS Insight has been  
10 aware that the normal and customary use of the Accused Products by others would  
11 infringe the '153 patent. GPS Insight's inducement is ongoing. *See Exhibit C.*

12 59. Since at least the time of receiving the FCS Letter in April of 2022,  
13 GPS Insight has indirectly infringed and continues to indirectly infringe by  
14 contributing to the infringement of the '153 patent. GPS Insight has contributed and  
15 continues to contribute to the direct infringement of the '153 patent by its customers,  
16 personnel, and contractors. The Accused Products have special features that are  
17 specially designed to be used in an infringing way and that have no substantial uses  
18 other than ones that infringe one or more claims of the '153 patent, including, for  
19 example, claim 1, 2, 19, 28, and 29. The special features constitute a material part  
20 of the invention of one or more of the claims of the '153 patent and are not staple  
21 articles of commerce suitable for substantial non-infringing use. GPS Insight's  
22 contributory infringement is ongoing. *See Exhibit C.*

23 60. Furthermore, on information and belief, GPS Insight has a policy or  
24 practice of not reviewing the patents of others, including instructing its employees  
25 to not review the patents of others, and thus has been willfully blind of Fleet  
26 Connect's patent rights.

27 61. GPS Insight's actions are at least objectively reckless as to the risk of  
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1 infringing a valid patent and this objective risk was either known or should have  
2 been known by GPS Insight.

3 62. GPS Insight's direct infringement of the '153 patent is, has been, and  
4 continues to be willful, intentional, deliberate, or in conscious disregard of Fleet  
5 Connect's rights under the patent.

6 63. Fleet Connect has been damaged as a result of the infringing conduct  
7 by GPS Insight alleged above. Thus, GPS Insight is liable to Fleet Connect in an  
8 amount that compensates it for such infringements, which by law cannot be less than  
9 a reasonable royalty, together with interest and costs as fixed by this Court under 35  
10 U.S.C. § 284.

11 64. Fleet Connect has suffered irreparable harm, through its loss of market  
12 share and goodwill, for which there is no adequate remedy at law. Fleet Connect  
13 has and will continue to suffer this harm by virtue of GPS Insight's infringement of  
14 the '153 patent. GPS Insight's actions have interfered with and will interfere with  
15 Fleet Connect's ability to license technology. The balance of hardships favors Fleet  
16 Connect's ability to commercialize its own ideas and technology. The public interest  
17 in allowing Fleet Connect to enforce its right to exclude outweighs other public  
18 interests, which supports injunctive relief in this case.

19 **COUNT IV: INFRINGEMENT OF U.S. PATENT NO. 7,536,189**

20 65. Fleet Connect repeats and re-alleges the allegations in the Paragraphs  
21 above as though fully set forth in their entirety.

22 66. The USPTO duly issued U.S. Patent No. 7,536,189 (hereinafter, the  
23 "'189 patent") on May 19, 2009, after a full and fair examination of Application No.  
24 12/018,588, which was filed January 23, 2008. A Certificate of Correction was  
25 issued on June 25, 2013.

26 67. Fleet Connect owns all substantial rights, interest, and title in and to the  
27 '189 patent, including the sole and exclusive right to prosecute this action and  
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1 enforce said patent against infringers and to collect damages for all relevant times.

2 68. Fleet Connect or its predecessors-in-interest have satisfied all statutory  
3 obligations required to collect pre-filing damages for the full period allowed by law  
4 for infringement of the '189 patent.

5 69. The claims of the '189 patent are not directed to an abstract idea and  
6 are not limited to well-understood, routine, or conventional activity. Rather, the  
7 claimed inventions include inventive components that improve upon the function  
8 and operation of logistics and tracking systems.

9 70. The written description of the '189 patent describes in technical detail  
10 each limitation of the claims, allowing a skilled artisan to understand the scope of  
11 the claims and how the non-conventional and non-generic combination of claim  
12 limitations is patently distinct from and improved upon what may have been  
13 considered conventional or generic in the art at the time of the invention.

14 71. GPS Insight has directly infringed one or more claims of the '189 patent  
15 by making, using, selling, offering to sell, importing, and/or internal and external  
16 testing of the Accused Products.

17 72. GPS Insight has directly infringed, either literally or under the doctrine  
18 of equivalents, at least claims 1, 3, 6, 17, 20, 29, 31, 32, 35, 36, and 52 of the '189  
19 patent, as detailed in the claim chart attached hereto as **Exhibit D**.

20 73. Fleet Connect has been damaged as a result of the infringing conduct  
21 by GPS Insight alleged above. Thus, GPS Insight is liable to Fleet Connect in an  
22 amount that compensates it for such infringements, which by law cannot be less than  
23 a reasonable royalty, together with interest and costs as fixed by this Court under 35  
24 U.S.C. § 284.

25 **COUNT V: INFRINGEMENT OF U.S. PATENT NO. 7,599,715**

26 74. Fleet Connect repeats and re-alleges the allegations in the Paragraphs  
27 above as though fully set forth in their entirety.

1           75.       The USPTO duly issued U.S. Patent No. 7,599,715 (hereinafter, the  
2 “’715 patent”) on October 6, 2009 after full and fair examination by the USPTO of  
3 Application No. 12/389,245 which was filed on February 19, 2009. A Certificate of  
4 Correction was issued on June 25, 2013.

5           76.       Fleet Connect owns all substantial rights, interest, and title in and to the  
6 ’715 patent, including the sole and exclusive right to prosecute this action and  
7 enforce it against infringers and to collect damages for all relevant times.

8           77.       Fleet Connect or its predecessors-in-interest have satisfied all statutory  
9 obligations required to collect pre-filing damages for the full period allowed by law  
10 for infringement of the ’715 patent.

11          78.       The claims of the ’715 patent are not directed to an abstract idea and  
12 are not limited to well-understood, routine, or conventional activity. Rather, the  
13 claimed inventions include inventive components that improve upon the function  
14 and operation of mobile communications system control and warning systems.

15          79.       The written description of the ’715 patent describes in technical detail  
16 each limitation of the claims, allowing a skilled artisan to understand the scope of  
17 the claims and how the non-conventional and non-generic combination of claim  
18 limitations is patently distinct from and improved upon what may have been  
19 considered conventional or generic in the art at the time of the invention.

20          80.       GPS Insight has directly infringed one or more claims of the ’715 patent  
21 by making, using, selling, offering to sell, importing, and/or internal and external  
22 testing of the Accused Products.

23          81.       GPS Insight has directly infringed, either literally or under the doctrine  
24 of equivalents, at least claim 31 of the ’715 patent, as detailed in the claim chart  
25 attached hereto as **Exhibit E**.

26          82.       Fleet Connect has been damaged as a result of the infringing conduct  
27 by GPS Insight alleged above. Thus, GPS Insight is liable to Fleet Connect in an  
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1 amount that compensates it for such infringements, which by law cannot be less than  
2 a reasonable royalty, together with interest and costs as fixed by this Court under 35  
3 U.S.C. § 284.

4 **COUNT VI: INFRINGEMENT OF U.S. PATENT NO. 7,656,845**

5 83. Fleet Connect repeats and re-alleges the allegations in the Paragraphs  
6 above as though fully set forth in their entirety.

7 84. The USPTO duly issued U.S. Patent No. 7,656,845 (the “’845 patent”)  
8 on February 2, 2010 after full and fair examination of Application No. 11/402,172  
9 which was filed on April 11, 2006. A Certificate of Correction was issued on  
10 November 30, 2010.

11 85. Fleet Connect owns all substantial rights, interest, and title in and to the  
12 ’845 patent, including the sole and exclusive right to prosecute this action and  
13 enforce the ’845 patent against infringers and to collect damages for all relevant  
14 times.

15 86. Fleet Connect or its predecessors-in-interest have satisfied all statutory  
16 obligations required to collect pre-filing damages for the full period allowed by law  
17 for infringement of the ’845 patent.

18 87. The claims of the ’845 patent are not directed to an abstract idea and  
19 are not limited to well-understood, routine, or conventional activity. Rather, the  
20 claimed inventions include inventive components that improve upon the function  
21 and operation of preexisting systems and methods of wireless communication with  
22 a mobile unit.

23 88. The written description of the ’845 patent describes in technical detail  
24 each limitation of the claims, allowing a skilled artisan to understand the scope of  
25 the claims and how the non-conventional and non-generic combination of claim  
26 limitations is patently distinct from and improved upon what may have been  
27 considered conventional or generic in the art at the time of the invention.



1           89.       GPS Insight has directly infringed, and continues to directly infringe,  
2 one or more claims of the '845 patent by making, using, selling, offering to sell,  
3 importing, and/or internal and external testing of the Accused Products.

4           90.       GPS Insight has directly infringed, either literally or under the doctrine  
5 of equivalents, at least claim 18 of the '845 patent, as detailed in the claim chart  
6 attached hereto as **Exhibit F**.

7           91.       GPS Insight had knowledge of the '845 patent at least as of the date  
8 when it received in the FCS Letter in April 2022.

9           92.       Since at least the time of receiving the FCS Letter in April of 2022 until  
10 the '845 patent expired in March 2024, GPS Insight also indirectly infringed by  
11 inducing others to directly infringe the '845 patent. GPS Insight has induced  
12 distributors and end-users, including, but not limited to, GPS Insight's employees,  
13 partners, contractors, or customers, to directly infringe, either literally or under the  
14 doctrine of equivalents, the '845 patent by providing or requiring use of the Accused  
15 Products. GPS Insight took active steps, directly or through contractual relationships  
16 with others, with the specific intent to cause them to use the Accused Products in a  
17 manner that infringes one or more claims of the '845 patent, including, for example,  
18 claim 18 of the '845 patent. *See Exhibit F*.

19           93.       Such steps by GPS Insight included, among other things, advising or  
20 directing personnel, contractors, or end-users to use the Accused Products in an  
21 infringing manner; advertising and promoting the use of the Accused Products in an  
22 infringing manner; distributing instructions that guide users to use the Accused  
23 Products in an infringing manner; and/or instructional and technical support on its  
24 website. GPS Insight was performing these steps, which constitute induced  
25 infringement with the knowledge of the '845 patent and with the knowledge that the  
26 induced acts constitute infringement. GPS Insight was aware that the normal and  
27 customary use of the Accused Products by others would infringe the '845 patent.

1 *See Exhibit F.*

2 94. Since at least the time of receiving the FCS Letter in April of 2022 until  
3 the '845 patent expired in March 2024, GPS Insight has also indirectly infringed by  
4 contributing to the infringement of the '845 patent. GPS Insight has contributed to  
5 the direct infringement of the '845 patent by its personnel, contractors, distributors,  
6 and customers. The Accused Products have special features that are specially  
7 designed to be used in an infringing way and that have no substantial uses other than  
8 ones that infringe one or more claims of the '845 patent, including, for example,  
9 claim 18 of the '845 patent. The special features constitute a material part of the  
10 invention of one or more of the claims of the '845 patent and are not staple articles  
11 of commerce suitable for substantial non-infringing use. *See Exhibit F.*

12 95. GPS Insight's actions were at least objectively reckless as to the risk of  
13 infringing a valid patent and this objective risk was either known or should have  
14 been known by GPS Insight.

15 96. GPS Insight's direct infringement of the '845 patent was willful,  
16 intentional, deliberate, or in conscious disregard of Fleet Connect's rights until the  
17 '845 patent expired in March 2024.

18 97. Fleet Connect has been damaged as a result of the infringing conduct  
19 by GPS Insight alleged above. Thus, GPS Insight is liable to Fleet Connect in an  
20 amount that compensates it for such infringements, which by law cannot be less than  
21 a reasonable royalty, together with interest and costs as fixed by this Court under 35  
22 U.S.C. § 284.

23 **COUNT VII: INFRINGEMENT OF U.S. PATENT NO. 7,742,388**

24 98. Fleet Connect repeats and re-alleges the allegations in the Paragraphs  
25 above as though fully set forth in their entirety.

26 99. The USPTO duly issued U.S. Patent No. 7,742,388 (the "388 patent")  
27 on June 22, 2010, after full and fair examination of Application No. 11/185,665  
28

1 which was filed July 20, 2005.

2 100. Fleet Connect owns all substantial rights, interest, and title in and to the  
3 '388 patent, including the sole and exclusive right to prosecute this action and  
4 enforce the '388 patent against infringers and to collect damages for all relevant  
5 times.

6 101. Fleet Connect or its predecessors-in-interest have satisfied all statutory  
7 obligations required to collect pre-filing damages for the full period allowed by law  
8 for infringement of the '388 patent.

9 102. The claims of the '388 patent are not directed to an abstract idea and  
10 are not limited to well-understood, routine, or conventional activity. Rather, the  
11 claimed inventions include inventive components that improve upon the function  
12 and operation of preexisting systems and methods of generating packets in a digital  
13 communications system.

14 103. The written description of the '388 patent describes in technical detail  
15 each limitation of the claims, allowing a skilled artisan to understand the scope of  
16 the claims and how the non-conventional and non-generic combination of claim  
17 limitations is patently distinct from and improved upon what may have been  
18 considered conventional or generic in the art at the time of the invention.

19 104. GPS Insight has directly infringed, and continues to directly infringe,  
20 one or more claims of the '388 patent by making, using, selling, offering to sell,  
21 importing, and/or internal and external testing of the Accused Products.

22 105. GPS Insight has directly infringed, either literally or under the doctrine  
23 of equivalents, at least claims 1, 3, 4, 5, 7, 8, 9, 11, 12, and 28 of the '388 patent, as  
24 detailed in the claim chart attached hereto as **Exhibit G**.

25 106. GPS Insight had knowledge of the '388 patent at least as of the date  
26 when it received in the FCS Letter in April 2022.

27 107. Since at least the time of receiving the FCS Letter in April of 2022,  
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1 GPS Insight has indirectly infringed and continue to indirectly infringe the '388  
2 patent by inducing others to directly infringe the '388 patent. GPS Insight has  
3 induced and continues to induce customers and end-users, including, but not limited  
4 to, GPS Insight's customers, employees, partners, or contractors, to directly infringe,  
5 either literally or under the doctrine of equivalents, the '388 patent by providing or  
6 requiring use of the Accused Products. GPS Insight has taken active steps, directly  
7 or through contractual relationships with others, with the specific intent to cause  
8 them to use the Accused Products in a manner that infringes one or more claims of  
9 the '388 patent, including, for example, claim 1, 3, 4, 5, 7, 8, 9, 11, 12, and 28. *See*  
10 **Exhibit G.**

11 108. Such steps by GPS Insight have included, among other things, advising  
12 or directing customers, personnel, contractors, or end-users to use the Accused  
13 Products in an infringing manner; advertising and promoting the use of the Accused  
14 Products in an infringing manner; distributing instructions that guide users to use the  
15 Accused Products in an infringing manner; and/or instructional and technical support  
16 on its website. GPS Insight has been performing these steps, which constitute  
17 induced infringement with the knowledge of the '388 patent and with the knowledge  
18 that the induced acts constitute infringement. GPS Insight has been aware that the  
19 normal and customary use of the Accused Products by others would infringe the  
20 '388 patent. GPS Insight's inducement is ongoing. *See Exhibit G.*

21 109. Since at least the time of receiving the FCS Letter in April of 2022,  
22 GPS Insight has indirectly infringed and continues to indirectly infringe by  
23 contributing to the infringement of the '388 patent. GPS Insight has contributed and  
24 continues to contribute to the direct infringement of the '388 patent by its customers,  
25 personnel, and contractors. The Accused Products have special features that are  
26 specially designed to be used in an infringing way and that have no substantial uses  
27 other than ones that infringe one or more claims of the '388 patent, including, for  
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1 example, claim 1, 3, 4, 5, 7, 8, 9, 11, 12, and 28. The special features constitute a  
2 material part of the invention of one or more of the claims of the '388 patent and are  
3 not staple articles of commerce suitable for substantial non-infringing use. GPS  
4 Insight's contributory infringement is ongoing. *See Exhibit G.*

5 110. Furthermore, on information and belief, GPS Insight has a policy or  
6 practice of not reviewing the patents of others, including instructing its employees  
7 to not review the patents of others, and thus have been willfully blind of Fleet  
8 Connect's patent rights.

9 111. GPS Insight's actions are at least objectively reckless as to the risk of  
10 infringing a valid patent and this objective risk was either known or should have  
11 been known by GPS Insight.

12 112. GPS Insight's infringement of the '388 patent is, has been, and  
13 continues to be willful, intentional, deliberate, or in conscious disregard of Fleet  
14 Connect's rights under the patent.

15 113. Fleet Connect has been damaged as a result of the infringing conduct  
16 by GPS Insight alleged above. Thus, GPS Insight is liable to Fleet Connect in an  
17 amount that compensates it for such infringements, which by law cannot be less than  
18 a reasonable royalty, together with interest and costs as fixed by this Court under 35  
19 U.S.C. § 284.

20 114. Fleet Connect has suffered irreparable harm, through its loss of market  
21 share and goodwill, for which there is no adequate remedy at law. Fleet Connect  
22 has and will continue to suffer this harm by virtue of GPS Insight's infringement of  
23 the '388 patent. GPS Insight's actions have interfered with and will interfere with  
24 Fleet Connect's ability to license technology. The balance of hardships favors Fleet  
25 Connect's ability to commercialize its own ideas and technology. The public interest  
26 in allowing Fleet Connect to enforce its right to exclude outweighs other public  
27 interests, which supports injunctive relief in this case.

1           **COUNT VIII:       INFRINGEMENT OF U.S. PATENT NO. 8,005,053**

2           115.       Fleet Connect repeats and re-alleges the allegations in the Paragraphs  
3 above as though fully set forth in their entirety.

4           116.       The USPTO duly issued U.S. Patent No. 8,005,053 (hereinafter, the  
5 “’053 patent”) on August 23, 2011 after full and fair examination of Application No.  
6 12/696,760 which was filed on January 29, 2010. A Certificate of Correction was  
7 issued on February 14, 2012.

8           117.       Fleet Connect owns all substantial rights, interest, and title in and to the  
9 ’053 patent, including the sole and exclusive right to prosecute this action and  
10 enforce the ’053 patent against infringers and to collect damages for all relevant  
11 times.

12          118.       Fleet Connect or its predecessors-in-interest have satisfied all statutory  
13 obligations required to collect pre-filing damages for the full period allowed by law  
14 for infringement of the ’053 patent.

15          119.       The claims of the ’053 patent are not directed to an abstract idea and  
16 are not limited to well-understood, routine, or conventional activity. Rather, the  
17 claimed inventions include inventive components that improve upon the function  
18 and operation of preexisting systems and methods of data transmission in wireless  
19 communication systems.

20          120.       The written description of the ’053 patent describes in technical detail  
21 each limitation of the claims, allowing a skilled artisan to understand the scope of  
22 the claims and how the non-conventional and non-generic combination of claim  
23 limitations is patently distinct from and improved upon what may have been  
24 considered conventional or generic in the art at the time of the invention.

25          121.       GPS Insight has directly infringed one or more claims of the ’053 patent  
26 by making, using, selling, offering to sell, importing, and/or internal and external  
27 testing of the Accused Products.

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1           122.           GPS Insight has directly infringed, either literally or under the doctrine  
2 of equivalents, at least claims 1, 3, 6, 7, and 19 of the '053 patent, as detailed in the  
3 claim chart attached hereto as **Exhibit H**.

4           123.           Fleet Connect has been damaged as a result of the infringing conduct  
5 by GPS Insight alleged above. Thus, GPS Insight is liable to Fleet Connect in an  
6 amount that compensates it for such infringements, which by law cannot be less than  
7 a reasonable royalty, together with interest and costs as fixed by this Court under 35  
8 U.S.C. § 284.

9           **COUNT IX:           INFRINGEMENT OF U.S. PATENT NO. 8,494,581**

10          124.           Fleet Connect repeats and re-alleges the allegations in the Paragraphs  
11 above as though fully set forth in their entirety.

12          125.           The USPTO duly issued U.S. Patent No. 8,494,581 (hereinafter, the  
13 “'581 patent”) on July 23, 2013 after full and fair examination of Application No.  
14 12/547,363 which was filed on August 25, 2009.

15          126.           Fleet Connect owns all substantial rights, interest, and title in and to the  
16 '581 patent, including the sole and exclusive right to prosecute this action and  
17 enforce the '581 patent against infringers and to collect damages for all relevant  
18 times.

19          127.           Fleet Connect or its predecessors-in-interest have satisfied all statutory  
20 obligations required to collect pre-filing damages for the full period allowed by law  
21 for infringement of one or more claims of the '581 patent.

22          128.           The claims of the '581 patent are not directed to an abstract idea and  
23 are not limited to well-understood, routine, or conventional activity. Rather, the  
24 claimed inventions include inventive components that improve upon the function  
25 and operation of preexisting methods and systems of collecting and communicating  
26 field data based on geographical location.

27          129.           The written description of the '581 patent describes in technical detail  
28

1 each limitation of the claims, allowing a skilled artisan to understand the scope of  
2 the claims and how the non-conventional and non-generic combination of claim  
3 limitations is patently distinct from and improved upon what may have been  
4 considered conventional or generic in the art at the time of the invention.

5 130. GPS Insight has directly infringed one or more claims of the '581 patent  
6 by making, using, selling, offering to sell, importing, and/or internal and external  
7 testing of the Accused Products.

8 131. GPS Insight has directly infringed, either literally or under the doctrine  
9 of equivalents, at least claim 21 of the '581 patent, as detailed in the claim chart  
10 attached hereto as **Exhibit I**.

11 132. GPS Insight had knowledge of the '581 patent at least as of the date  
12 when it received in the FCS Letter in April 2022.

13 133. Since at least the time of receiving the FCS Letter in April of 2022 until  
14 the '581 patent expired in January 2024, GPS Insight also indirectly infringed by  
15 inducing others to directly infringe the '581 patent. GPS Insight has induced  
16 distributors and end-users, including, but not limited to, GPS Insight's employees,  
17 partners, contractors, or customers, to directly infringe, either literally or under the  
18 doctrine of equivalents, the '581 patent by providing or requiring use of the Accused  
19 Products. GPS Insight took active steps, directly or through contractual relationships  
20 with others, with the specific intent to cause them to use the Accused Products in a  
21 manner that infringes one or more claims of the '581 patent, including, for example,  
22 claim 21 of the '581 patent. *See* **Exhibit I**.

23 134. Such steps by GPS Insight included, among other things, advising or  
24 directing personnel, contractors, or end-users to use the Accused Products in an  
25 infringing manner; advertising and promoting the use of the Accused Products in an  
26 infringing manner; distributing instructions that guide users to use the Accused  
27 Products in an infringing manner; and/or instructional and technical support on its  
28



1 website. GPS Insight was performing these steps, which constitute induced  
2 infringement with the knowledge of the '581 patent and with the knowledge that the  
3 induced acts constitute infringement. GPS Insight was aware that the normal and  
4 customary use of the Accused Products by others would infringe the '581 patent.  
5 *See Exhibit I.*

6 135. Since at least the time of receiving the FCS Letter in April of 2022 until  
7 the '581 patent expired in January 2024, GPS Insight has also indirectly infringed  
8 by contributing to the infringement of the '581 patent. GPS Insight has contributed  
9 to the direct infringement of the '581 patent by its personnel, contractors,  
10 distributors, and customers. The Accused Products have special features that are  
11 specially designed to be used in an infringing way and that have no substantial uses  
12 other than ones that infringe one or more claims of the '581 patent, including, for  
13 example, claim 21 of the '581 patent. The special features constitute a material part  
14 of the invention of one or more of the claims of the '581 patent and are not staple  
15 articles of commerce suitable for substantial non-infringing use. *See Exhibit I.*

16 136. GPS Insight's actions were at least objectively reckless as to the risk of  
17 infringing a valid patent and this objective risk was either known or should have  
18 been known by GPS Insight.

19 137. GPS Insight's direct infringement of the '581 patent was willful,  
20 intentional, deliberate, or in conscious disregard of Fleet Connect's rights under the  
21 patent.

22 138. Fleet Connect has been damaged as a result of the infringing conduct  
23 by GPS Insight alleged above. Thus, GPS Insight is liable to Fleet Connect in an  
24 amount that compensates it for such infringements, which by law cannot be less than  
25 a reasonable royalty, together with interest and costs as fixed by this Court under 35  
26 U.S.C. § 284.

**COUNT X: INFRINGEMENT OF U.S. PATENT NO. 9,299,044**

1  
2 139. Fleet Connect repeats and re-alleges the allegations in the Paragraphs  
3 above as though fully set forth in their entirety.

4 140. The USPTO duly issued U.S. Patent No. 9,299,044 (the “’044 patent”)  
5 on March 29, 2016 after full and fair examination by the USPTO of Application No.  
6 14/480,297 which was filed on September 8, 2014. See ’044 patent at 1.

7 141. Fleet Connect owns all substantial rights, interest, and title in and to the  
8 ’044 patent, including the sole and exclusive right to prosecute this action and  
9 enforce the ’044 patent against infringers and to collect damages for all relevant  
10 times.

11 142. Fleet Connect or its predecessors-in-interest have satisfied all statutory  
12 obligations required to collect pre-filing damages for the full period allowed by law  
13 for infringement of the ’044 patent.

14 143. The claims of the ’044 patent are not directed to an abstract idea and  
15 are not limited to well-understood, routine, or conventional activity. Rather, the  
16 claimed inventions include inventive components that improve upon the function  
17 and operation of systems and methods of managing mobile assets in the field such  
18 as personnel, equipment and inventory using handheld data management devices in  
19 the field.

20 144. The written description of the ’044 patent describes in technical detail  
21 each limitation of the claims, allowing a skilled artisan to understand the scope of  
22 the claims and how the non-conventional and non-generic combination of claim  
23 limitations is patently distinct from and improved upon what may have been  
24 considered conventional or generic in the art at the time of the invention.

25 145. GPS Insight has directly infringed one or more claims of the ’044 patent  
26 by making, using, selling, offering to sell, importing, and/or internal and external  
27 testing of the Accused Products.

1           146.       GPS Insight has directly infringed, either literally or under the doctrine  
2 of equivalents, at least claims 1, 2, 4, 5, and 6 of the '044 patent, as detailed in the  
3 claim chart attached hereto as **Exhibit J**.

4           147.       Fleet Connect has been damaged as a result of the infringing conduct  
5 by GPS Insight alleged above. GPS Insight is liable to Fleet Connect in an amount  
6 that compensates it for such infringements, which by law cannot be less than a  
7 reasonable royalty, together with interest and costs as fixed by this Court under 35  
8 U.S.C. § 284.

9           **COUNT XI:        INFRINGEMENT OF U.S. PATENT NO. 9,747,565**

10          148.       Fleet Connect repeats and re-alleges the allegations in the Paragraphs  
11 above as though fully set forth in their entirety.

12          149.       The USPTO duly issued U.S. Patent No. 9,747,565 (“’565 patent”) on  
13 August 29, 2017 after full and fair examination of Application No. 15/071,003 which  
14 was filed on March 15, 2016.

15          150.       Fleet Connect owns all substantial rights, interest, and title in and to the  
16 ’565 patent, including the sole and exclusive right to prosecute this action and  
17 enforce it against infringers and to collect damages for all relevant times.

18          151.       Fleet Connect or its predecessors-in-interest have satisfied all statutory  
19 obligations required to collect pre-filing damages for the full period allowed by law  
20 for infringement of the ’565 patent.

21          152.       The claims of the ’565 patent are not directed to an abstract idea and  
22 are not limited to well-understood, routine, or conventional activity. Rather, the  
23 claimed inventions include inventive components that improve upon the systems and  
24 methods of managing mobile assets in the field such as personnel, equipment and  
25 inventory using handheld data management devices in the field.

26          153.       The written description of the ’565 patent describes in technical detail  
27 each limitation of the claims, allowing a skilled artisan to understand the scope of  
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1 the claims and how the non-conventional and non-generic combination of claim  
2 limitations is patently distinct from and improved upon what may have been  
3 considered conventional or generic in the art at the time of the invention.

4 154. GPS Insight has directly infringed one or more claims of the '565 patent  
5 by making, using, selling, offering to sell, importing, and/or internal and external  
6 testing of the Accused Products.

7 155. GPS Insight has directly infringed, either literally or under the doctrine  
8 of equivalents, at least claims 1, 2, 4, 5, 6, 7, 9, and 10 of the '565 patent, as detailed  
9 in the claim chart attached hereto as **Exhibit K**.

10 156. Fleet Connect has been damaged as a result of the infringing conduct  
11 by GPS Insight alleged above. Thus, GPS Insight is liable to Fleet Connect in an  
12 amount that compensates it for such infringements, which by law cannot be less than  
13 a reasonable royalty, together with interest and costs as fixed by this Court under 35  
14 U.S.C. § 284.

15 **JURY DEMAND**

16 157. Fleet Connect hereby requests a trial by jury on all issues so triable by  
17 right.

18 **PRAYER FOR RELIEF**

19 158. Fleet Connect requests that the Court find in its favor and against GPS  
20 Insight, and that the Court grant Fleet Connect the following relief:

- 21 a. Judgment that one or more claims of each of the Asserted Patents has  
22 been infringed, either literally or under the doctrine of equivalents, by  
23 GPS Insight or others acting in concert therewith;
- 24 b. A permanent injunction enjoining GPS Insight and its officers, directors,  
25 agents, servants, affiliates, employees, divisions, branches, subsidiaries,  
26 parents, and all others acting in concert therewith from infringement of  
27 the '153 patent and '388 patent; or, in the alternative, an award of a  
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reasonable ongoing royalty for future infringement of the '153 patent and '388 patent by such entities;

- c. Judgment that GPS Insight account for and pay to Fleet Connect all damages to and costs incurred by Fleet Connect because of GPS Insight's infringing activities and other conduct complained of herein;
- d. Judgment that GPS Insight's infringements of the '153 patent and '388 patent be found willful, and that the Court award treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284;
- e. Pre-judgment and post-judgment interest on the damages caused by GPS Insight's infringing activities and other conduct complained of herein;
- f. That this Court declare this an exceptional case and award Fleet Connect its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and
- g. All other and further relief as the Court may deem just and proper under the circumstances.

Dated: October 23, 2024

Respectfully submitted,

s/ José de Jesús Rivera  
 James F. McDonough, III (*pro hac vice*  
 forthcoming)  
 José de Jesús Rivera  
 Zubin M. Kottoor  
 Attorneys for Plaintiff FLEET CONNECT  
 SOLUTIONS LLC