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For Plaintiff FLEET CONNECT SOLUTIONS LLC

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

FLEET CONNECT SOLUTIONS
LLC,

Plaintiff,

v.

SCHNEIDER NATIONAL
CARRIERS INC.,

Defendant.

Case No. _____

**COMPLAINT FOR PATENT
INFRINGEMENT**

JURY TRIAL DEMANDED

1 Plaintiff Fleet Connect Solutions LLC (“Fleet Connect” or “Plaintiff”) files
 2 this Complaint against Schneider National Carriers Inc. (“Schneider” or
 3 “Defendant”) alleging, based on its own knowledge as to itself and its own actions,
 4 and based on 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”):

	U.S. Patent No.	Title	Available At
A.	6,941,223	Method And System For Dynamic Destination Routing	https://ppubs.uspto.gov/dirs/earch-public/print/downloadPdf/6941223
B.	6,961,586	Field Assessments Using Handheld Data Management Devices	https://ppubs.uspto.gov/dirs/earch-public/print/downloadPdf/6961586
C.	7,206,837	Intelligent Trip Status Notification	https://ppubs.uspto.gov/dirs/earch-public/print/downloadPdf/7206837
D.	7,593,751	Conducting Field Operations Using Handheld Data Management Devices	https://ppubs.uspto.gov/dirs/earch-public/print/downloadPdf/7593751
E.	7,741,968	System and Method For Navigation Tracking of Individuals In a Group	https://ppubs.uspto.gov/dirs/earch-public/print/downloadPdf/7741968
F.	7,742,388	Packet Generation Systems And Methods	https://ppubs.uspto.gov/dirs/earch-public/print/downloadPdf/7742388

	U.S. Patent No.	Title	Available At
G.	8,862,184	System And Methods For Management Of Mobile Field Assets Via Wireless Handheld Devices	https://ppubs.uspto.gov/dirs/earch-public/print/downloadPdf/8862184

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. Schneider is a limited liability company organized under the laws of the State of Nevada with its principal place of business located at 3101 South Packerland Drive, Green Bay, Wisconsin 54311.

5. Schneider may be served through its registered agent for service, The Corporation Company, located at 555 Capitol Mall, Ste. 1150, Sacramento, California 95814.

JURISDICTION AND VENUE

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 due at least to Defendant’s substantial business in

1 this judicial district, including: (i) at least a portion of the infringements alleged
2 herein; (ii) regularly transacting, doing, and/or soliciting business, engaging in
3 other persistent courses of conduct, or deriving substantial revenue from goods and
4 services provided to individuals in California and in this District; (iii) having an
5 interest in, using or possessing real property in California and this District; (iv) and
6 having and keeping personal property in California and in this District.

7 10. Specifically, Defendant intends to do and does business in, has
8 committed acts of infringement in, and continues to commit acts of infringement
9 in this District directly, through intermediaries, by contributing to and through
10 inducement of third parties, and offers its products or services, including those
11 accused of infringement here, to customers and potential customers located in this
12 state, including in this District.

13 11. Based on public information, Defendant owns, operates, manages,
14 conducts business, and directs and controls the operations and employees of
15 facilities at several locations in this District, including, but not limited to, facilities
16 at the following addresses: (1) 329 North Durfee, South El Monte, California 91733
17 and (2) 1691 South Auto Center, San Bernardino, California 92408.
18 <https://schneiderjobs.com/truck-driving-jobs/facility-locations> ;
19 <https://schneiderowneroperators.com/about-us/facility-locations>;
20 <https://schneiderjobs.com/office-careers/locations>

21 12. Defendant commits acts of infringement from this District, including,
22 but not limited to, using, installing, and testing of the Accused Products (as defined
23 below), and inducement of third parties to use the Accused Products in an
24 infringing manner.

25 THE ACCUSED PRODUCTS

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

1 14. Based upon public information, Defendant owns, operates, advertises,
2 and/or controls products and services that provide and/or utilize Accused Products
3 manufactured by Platform Science, Inc..

4 15. Defendant's corporate parent, Schneider National, Inc., is an investor of
5 Platform Science.¹

6 16. Defendant uses, causes to be used, sells, offers for sale, imports,
7 provides, supplies, and/or distributes one or more fleet management platform and
8 tracking solutions, including, but not limited to, the (1) PS Navigation; (2) PS
9 Analytics; (3) PS Telematics; (4) PS Workflow; (5) PS Messages; (6) In-Cab
10 Tablets; (7) Connected Vehicle Device; (8) ELD devices including a Connected
11 Vehicle Device and In-Cab Tablet; (9) In-Vehicle Display Tablets; (10) Platform
12 Science; (11) PS DVIR; (12) PS Fleets; (13) PS HOS; (14) Fleet Management
13 Software; (15) PS Form Messages; (16) PS Media Manager; (17) PS Asset
14 Tracking; (18) other substantially similar products and services offered in the past
15 or the future, and (19) all of the prior models, iterations, releases, versions,
16 generations, and prototypes of the foregoing, along with any associated hardware,
17 software, applications, and functionality associated with those products and
18 solutions (collectively, the "Accused Products").

19 17. The Accused Products perform wireless communications and methods
20 associated with performing and/or implementing wireless communications
21 including, but not limited to, wireless communications and methods pursuant to
22 various communication standards, protocols, and implementations, including, but
23 not limited to, Bluetooth, IEEE 802.11, and LTE protocols and various subsections
24 thereof, including, but not limited to, 802.11a, 802.11ac, 802.11b, 802.11g, and
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26 ¹ [https://www.marketscreener.com/quote/stock/SCHNEIDER-NATIONAL-INC-
27 34481078/news/Platform-Science-Inc-announced-that-it-has-received-125-million-
28 in-funding-from-a-group-of-invest-46398847/](https://www.marketscreener.com/quote/stock/SCHNEIDER-NATIONAL-INC-34481078/news/Platform-Science-Inc-announced-that-it-has-received-125-million-in-funding-from-a-group-of-invest-46398847/)

1 802.11n.

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

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

11 20. For these reasons and the additional reasons detailed below, the Accused
12 Products practice at least one claim of each of the Asserted Patents.

13 **COUNT I: INFRINGEMENT OF U.S. PATENT NO. 6,941,223**

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

16 22. The USPTO duly issued U.S. Patent No. 6,941,223 (the “’223 patent”)
17 on September 6, 2005 after full and fair examination of Application No. 10/339,663
18 which was filed on January 10, 2003.

19 23. Fleet Connect owns all substantial rights, interest, and title in and to the
20 ’223 patent, including the sole and exclusive right to prosecute this action and
21 enforce the ’223 patent against infringers and to collect damages for all relevant
22 times.

23 24. Fleet Connect or its predecessors-in-interest have satisfied all statutory
24 obligations required to collect pre-filing damages for the full period allowed by law
25 for infringement of the ’223 patent.

26 25. The claims of the ’223 patent are not directed to an abstract idea and are
27 not limited to well-understood, routine, or conventional activity. Rather, the
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1 claimed inventions include inventive components that improve upon the function
2 and operation of preexisting error estimation methods.

3 26. The written description of the '223 patent describes in technical detail
4 each limitation of the claims, allowing a skilled artisan to understand the scope of
5 the claims and how the non-conventional and non-generic combination of claim
6 limitations is patently distinct from and improved upon what may have been
7 considered conventional or generic in the art at the time of the invention.

8 27. Defendant has directly infringed one or more claims of the '223 patent
9 by making, using, selling, offering to sell, importing, and/or internal and external
10 testing of the Accused Products.

11 28. Defendant has directly infringed, either literally or under the doctrine of
12 equivalents, at least claim 19 of the '223 patent, as detailed in the claim chart
13 attached hereto as **Exhibit A**.

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

19 **COUNT II: INFRINGEMENT OF U.S. PATENT NO. 6,961,586**

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

22 31. The USPTO duly issued U.S. Patent No. 6,961,586 (the "'586 patent")
23 on November 1, 2005 after full and fair examination of Application No. 09/955,543
24 which was filed on September 17, 2001. A Certificate of Correction was issued on
25 June 25, 2013.

26 32. Fleet Connect owns all substantial rights, interest, and title in and to the
27 '586 patent, including the sole and exclusive right to prosecute this action and
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1 enforce the '586 patent against infringers and to collect damages for all relevant
2 times.

3 33. Fleet Connect or its predecessors-in-interest have satisfied all statutory
4 obligations required to collect pre-filing damages for the full period allowed by law
5 for infringement of one or more claims of the '586 patent.

6 34. The claims of the '586 patent are not directed to an abstract idea and are
7 not limited to well-understood, routine, or conventional activity. Rather, the
8 claimed inventions include inventive components that improve upon the function
9 and operation of preexisting communication systems and methods for executing
10 field operations using handheld devices.

11 35. The written description of the '586 patent describes in technical detail
12 each limitation of the claims, allowing a skilled artisan to understand the scope of
13 the claims and how the non-conventional and non-generic combination of claim
14 limitations is patently distinct from and improved upon what may have been
15 considered conventional or generic in the art at the time of the invention.

16 36. Defendant has directly infringed one or more claims of the '586 patent
17 by making, using, selling, offering to sell, importing, and/or internal and external
18 testing of the Accused Products.

19 37. Defendant has directly infringed, either literally or under the doctrine of
20 equivalents, at least claim 9 of the '586 patent, as detailed in the claim chart
21 attached hereto as **Exhibit B**.

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

COUNT III: INFRINGEMENT OF U.S. PATENT NO. 7,206,837

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

4 40. The USPTO duly issued U.S. Patent No. 7,206,837 (the “’837 patent”)
5 on April 17, 2007, after full and fair examination of Application No. 10/287,151
6 which was filed November 4, 2002.

7 41. Fleet Connect owns all substantial rights, interest, and title in and to, the
8 ’837 patent including the sole and exclusive right to prosecute this action and
9 enforce it against infringers and to collect damages for all relevant times.

10 42. Fleet Connect or its predecessors-in-interest have satisfied all statutory
11 obligations required to collect pre-filing damages for the full period allowed by law
12 for infringement of the ’837 patent.

13 43. The claims of the ’837 patent are not directed to an abstract idea and are
14 not limited to well-understood, routine, or conventional activity. Rather, the
15 claimed inventions include inventive components that improve upon the function
16 and operation of voice and data communications systems.

17 44. The written description of the ’837 patent describes in technical detail
18 each limitation of the claims, allowing a skilled artisan to understand the scope of
19 the claims and how the non-conventional and non-generic combination of claim
20 limitations is patently distinct from and improved upon what may have been
21 considered conventional or generic in the art at the time of the invention.

22 45. Defendant has directly infringed one or more claims of the ’837 patent
23 by making, using, selling, offering to sell, importing, and/or internal and external
24 testing of the Accused Products.

25 46. Defendant has directly infringed, either literally or under the doctrine of
26 equivalents, at least claim 1 of the ’837 patent, as detailed in the claim chart
27 attached hereto as **Exhibit C**.

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

6 **COUNT IV: INFRINGEMENT OF U.S. PATENT NO. 7,593,751**

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

9 49. The USPTO duly issued U.S. Patent No. 7,593,751 (the “’751 patent”)
10 on September 29, 2009 after full and fair examination of Application No.
11 11/262,699 which was filed on October 31, 2005.

12 50. Fleet Connect owns all substantial rights, interest, and title in and to the
13 ’751 patent, including the sole and exclusive right to prosecute this action and
14 enforce the ’751 patent against infringers and to collect damages for all relevant
15 times.

16 51. Fleet Connect or its predecessors-in-interest have satisfied all statutory
17 obligations required to collect pre-filing damages for the full period allowed by law
18 for infringement of one or more claims of the ’751 patent.

19 52. The claims of the ’751 patent are not directed to an abstract idea and are
20 not limited to well-understood, routine, or conventional activity. Rather, the
21 claimed inventions include inventive components that improve upon the function
22 and operation of preexisting communication systems and methods for executing
23 field operations using handheld devices.

24 53. The written description of the ’751 patent describes in technical detail
25 each limitation of the claims, allowing a skilled artisan to understand the scope of
26 the claims and how the non-conventional and non-generic combination of claim
27 limitations is patently distinct from and improved upon what may have been
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1 considered conventional or generic in the art at the time of the invention.

2 54. Defendant has directly infringed one or more claims of the '751 patent
3 by making, using, selling, offering to sell, importing, and/or internal and external
4 testing of the Accused Products.

5 55. Defendant has directly infringed, either literally or under the doctrine of
6 equivalents, at least claim 6 of the '751 patent, as detailed in the claim chart
7 attached hereto as **Exhibit D**.

8 56. 9. Fleet Connect has been damaged as a result of the infringing conduct
9 by Defendant alleged above. Thus, Defendant is liable to Fleet Connect in an
10 amount that compensates it for such infringements, which by law cannot be less
11 than a reasonable royalty, together with interest and costs as fixed by this Court
12 under 35 U.S.C. § 284.

13 **COUNT V: INFRINGEMENT OF U.S. PATENT NO. 7,741,968**

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

16 58. The USPTO duly issued United States Patent No. 7,741,968 (the "'968
17 patent") on June 22, 2010 after full and fair examination of Application No.
18 12/143,707 which was filed on June 20, 2008. See '968 patent at 1.

19 59. Fleet Connect owns all substantial rights, interest, and title in and to the
20 '968 patent, including the sole and exclusive right to prosecute this action and
21 enforce the '968 patent against infringers and to collect damages for all relevant
22 times.

23 60. Fleet Connect or its predecessors-in-interest have satisfied all statutory
24 obligations required to collect pre-filing damages for the full period allowed by law
25 for infringement of the '968 patent.

26 61. The claims of the '968 patent are not directed to an abstract idea and are
27 not limited to well-understood, routine, or conventional activity. Rather, the
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1 claimed inventions include inventive components that improve upon the function
2 and operation of systems and methods for permissive navigational tracking where
3 the sending party selectively transmits navigation data to a receiving party over a
4 period of time.

5 62. The written description of the '968 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 63. Defendant has directly infringed and continues to directly infringe one
11 or more claims of the '968 patent by making, using, selling, offering to sell,
12 importing, and/or internal and external testing of the Accused Products.

13 64. Defendant has directly infringed and continues to directly infringe, either
14 literally or under the doctrine of equivalents, at least claim 4 of the '968 patent, as
15 detailed in the claim chart attached hereto as **Exhibit E**.

16 65. Defendant has indirectly infringed and continues to indirectly infringe
17 the '968 patent by inducing others to directly infringe the '968 patent. Defendant
18 has induced and continues to induce end-users, including, but not limited to,
19 Defendant's agents, affiliates, employees, and/or contractors to directly infringe,
20 either literally or under the doctrine of equivalents, the '968 patent by providing or
21 requiring use of the Accused Products. Defendant has taken active steps, directly
22 or through contractual relationships with others, with the specific intent to cause
23 them to use the Accused Products in a manner that infringes one or more claims of
24 the '968 patent, including, for example, claim 4. Such steps by Defendant have
25 included, among other things, advising or directing personnel, contractors, or end-
26 users to use the Accused Products in an infringing manner; advertising and
27 promoting the use of the Accused Products in an infringing manner; distributing
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1 instructions that guide users to use the Accused Products in an infringing manner;
2 and/or instructional and technical support on its website/dashboard and/or via the
3 Accused Products. Defendant has been performing these steps, which constitute
4 induced infringement with the knowledge of the '968 patent and with the
5 knowledge that the induced acts constitute infringement. Defendant has been
6 aware that the normal and customary use of the Accused Products by others would
7 infringe the '968 patent. Defendant's inducement is ongoing.

8 66. Defendant has indirectly infringed and continues to indirectly infringe
9 by contributing to the infringement of the '968 patent. Defendant has contributed
10 and continues to contribute to the direct infringement of the '968 patent by its
11 agents, affiliates, employees, and/or contractors. The Accused Products have
12 special features that are specially designed to be used in an infringing way and that
13 have no substantial uses other than ones that infringe one or more claims of the
14 '968 patent, including, for example, claim 4. The special features constitute a
15 material part of the invention of one or more of the claims of the '968 patent and
16 are not staple articles of commerce suitable for substantial non-infringing use.
17 Defendant's contributory infringement is ongoing.

18 67. Defendant had knowledge of the '968 patent at least as of the date when
19 it was notified of the filing of this action.

20 68. Furthermore, on information and belief, Defendant has a policy or
21 practice of not reviewing the patents of others, including instructing its employees
22 to not review the patents of others, and thus has been willfully blind of Fleet
23 Connect's patent rights.

24 69. Defendant's actions are at least objectively reckless as to the risk of
25 infringing a valid patent and this objective risk was either known or should have
26 been known by Defendant.

27 70. Defendant's direct infringement of the '968 patent is, has been, and
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1 continues to be willful, intentional, deliberate, or in conscious disregard of Fleet
2 Connect's rights under the patent.

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

8 **COUNT VI: INFRINGEMENT OF U.S. PATENT NO. 7,742,388**

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

11 73. The USPTO duly issued U.S. Patent No. 7,742,388 (the "'388 patent")
12 on June 22, 2010 after full and fair examination of Application No. 11/185,665
13 which was filed July 20, 2005.

14 74. Fleet Connect owns all substantial rights, interest, and title in and to the
15 '388 patent, including the sole and exclusive right to prosecute this action and
16 enforce the '388 patent against infringers and to collect damages for all relevant
17 times.

18 75. 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 '388 patent.

21 76. The claims of the '388 patent are not directed to an abstract idea and are
22 not limited to well-understood, routine, or conventional activity. Rather, the
23 claimed inventions include inventive components that improve upon the function
24 and operation of preexisting systems and methods of generating packets in a digital
25 communications system.

26 77. The written description of the '388 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 78. Defendant has directly infringed and continues to directly infringe one
5 or more claims of the '388 patent by making, using, selling, offering to sell,
6 importing, and/or internal and external testing of the Accused Products.

7 79. Defendant has directly infringed and continues to directly infringe, either
8 literally or under the doctrine of equivalents, at least claim 1 of the '388 patent, as
9 detailed in the claim chart attached hereto as **Exhibit F**.

10 80. Defendant has also indirectly infringed and continue to indirectly
11 infringe the '388 patent by inducing others to directly infringe the '388 patent.
12 Defendant has induced and continue to induce end-users, including, but not limited
13 to, Defendant's agents, affiliates, employees, and/or contractors, to directly
14 infringe, either literally or under the doctrine of equivalents, the '388 patent by
15 providing or requiring use of the Accused Products. Defendant took active steps,
16 directly or through contractual relationships with others, with the specific intent to
17 cause them to use the Accused Products in a manner that infringes one or more
18 claims of the '388 patent, including, for example, claim 1. Such steps by Defendant
19 included, among other things, advising or directing personnel, contractors, or end-
20 users to use the Accused Products in an infringing manner; advertising and
21 promoting the use of the Accused Products in an infringing manner; or distributing
22 instructions that guide users to use the Accused Products in an infringing manner.
23 Defendant is performing these steps, which constitute induced infringement with
24 the knowledge of the '388 patent and with the knowledge that the induced acts
25 constitute infringement. Defendant is aware that the normal and customary use of
26 the Accused Products by others would infringe the '388 patent. Defendant's
27 inducement is ongoing.

1 81. Defendant has also indirectly infringed and continues to indirectly
2 infringe by contributing to the infringement of the '388 patent. Defendant has
3 contributed and continues to contribute to the direct infringement of the '388 patent
4 by its agents, affiliates, employees, and/or contractors. The Accused Products have
5 special features that are specially designed to be used in an infringing way and that
6 have no substantial uses other than ones that infringe one or more claims of the
7 '388 patent, including, for example, claim 1. The special features constitute a
8 material part of the invention of one or more of the claims of the '388 patent and
9 are not staple articles of commerce suitable for substantial non-infringing use.
10 Defendant's contributory infringement is ongoing.

11 82. Defendant had knowledge of the '388 patent at least as of the date when
12 it was notified of the filing of this action.

13 83. Furthermore, on information and belief, Defendant has a policy or
14 practice of not reviewing the patents of others, including instructing its employees
15 to not review the patents of others, and thus have been willfully blind of Fleet
16 Connect's patent rights.

17 84. Defendant's actions are at least objectively reckless as to the risk of
18 infringing a valid patent and this objective risk was either known or should have
19 been known by Defendant.

20 85. Defendant's infringement of the '388 patent is, has been, and continues
21 to be willful, intentional, deliberate, or in conscious disregard of Fleet Connect's
22 rights under the patent.

23 86. Fleet Connect has been damaged as a result of the infringing conduct by
24 Defendant alleged above. Thus, Defendant is liable to Fleet Connect in an amount
25 that compensates it for such infringements, which by law cannot be less than a
26 reasonable royalty, together with interest and costs as fixed by this Court under 35
27 U.S.C. § 284.
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COUNT VII: INFRINGEMENT OF U.S. PATENT NO. 8,862,184

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

4 88. The USPTO duly issued U.S. Patent No. 8,862,184 (the “’184 patent”)
5 on October 14, 2014 after full and fair examination of Application No. 13/925,692
6 which was filed on June 24, 2013.

7 89. Fleet Connect owns all substantial rights, interest, and title in and to the
8 ’184 patent, including the sole and exclusive right to prosecute this action and
9 enforce the ’184 patent against infringers and to collect damages for all relevant
10 times.

11 90. 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 ’184 patent.

14 91. The claims of the ’184 patent are not directed to an abstract idea and are
15 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 preexisting systems and methods of collecting and communicating
18 field data based on geographical location.

19 92. The written description of the ’184 patent describes in technical detail
20 each limitation of the claims, allowing a skilled artisan to understand the scope of
21 the claims and how the non-conventional and non-generic combination of claim
22 limitations is patently distinct from and improved upon what may have been
23 considered conventional or generic in the art at the time of the invention.

24 93. Defendant has directly infringed one or more claims of the ’184 patent
25 by making, using, selling, offering to sell, importing, and/or internal and external
26 testing of the Accused Products.

27 94. Defendant has directly infringed, either literally or under the doctrine of
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1 equivalents, at least claim, at least claim 1 of the '184 patent, as detailed in the
2 claim chart attached hereto as **Exhibit G**.

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

8 **JURY DEMAND**

9 96. Fleet Connect hereby requests a trial by jury on all issues so triable by
10 right.

11 **PRAYER FOR RELIEF**

12 97. Fleet Connect requests that the Court find in its favor and against
13 Defendant, and that the Court grant Fleet Connect the following relief:

- 14 a. Judgment that one or more claims of each of the Asserted Patents has been
15 infringed, either literally or under the doctrine of equivalents, by Defendant
16 or others acting in concert therewith;
- 17 b. An award of a reasonable royalty for infringement Asserted Patents;
- 18 c. Judgment that Defendant accounts for and pays to Fleet Connect all damages
19 to and costs incurred by Fleet Connect because of Defendant's infringing
20 activities and other conduct complained of herein;
- 21 d. Judgment that Defendant's infringements be found willful as to the '968
22 patent and '388 patent and that the Court award treble damages for the period
23 of such willful infringement pursuant to 35 U.S.C. § 284;
- 24 e. Pre-judgment and post-judgment interest on the damages caused by
25 Defendant's infringing activities and other conduct complained of herein;
- 26 f. That this Court declare this an exceptional case and award Fleet Connect its
27 reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and
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g. All other and further relief as the Court may deem just and proper under the circumstances.

1 Dated: December 4, 2024

Respectfully submitted,

2 /s/ Steven W. Ritcheson

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