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15 *For Plaintiff Fleet Connect Solutions LLC*

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

18 Fleet Connect Solutions, LLC;  
19 Plaintiff,  
20 v.  
21 GPS Insight, Inc.;  
22 Defendant.

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

24 **COMPLAINT FOR PATENT**  
25 **INFRINGEMENT**

26 **JURY TRIAL DEMANDED**  
27  
28



	<b>U.S. Patent No.</b>	<b>Title</b>	<b>Available At</b>
6	7,741,968	System and Method For Navigation Tracking of Individuals In a Group	<a href="https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7741968">https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7741968</a> /
7	7,783,304	Wireless Communication Method	<a href="https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7783304">https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7783304</a> /

2. Plaintiff seeks injunctive relief and monetary damages.

### **PARTIES**

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

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.

### **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

1 35 U.S.C. §§ 271, 281, and 284–85, among others. This Court has subject matter  
2 jurisdiction of the action under 28 U.S.C. § 1331 and § 1338(a).

3 8. Venue is proper against Defendant in this District pursuant to 28 U.S.C.  
4 §§ 1400(b) and 1391(c) because it has maintained established and regular places of  
5 business in this District and has committed acts of patent infringement in the District.  
6  
7 *See In re: Cray Inc.*, 871 F.3d 1355, 1362-1363 (Fed. Cir. 2017).

8  
9 9. Defendant offers products and services, including through the use of  
10 Accused Products, and conducts business in this District.

11 10. Defendant is subject to this Court’s specific and general personal  
12 jurisdiction under due process and/or the Arizona Long Arm Statute due at least to  
13 Defendant’s substantial business in this judicial district, including: (i) at least a  
14 portion of the infringements alleged herein; and (ii) regularly transacting, doing,  
15 and/or soliciting business, engaging in other persistent courses of conduct, or  
16 deriving substantial revenue from goods and services provided to individuals in  
17 Arizona and in this District.  
18

19  
20 11. Specifically, Defendant intends to do and does business in, and has  
21 committed acts of infringement in this District directly, and through intermediaries,  
22 and offered its products or services, including those accused of infringement here,  
23 to customers and potential customers located in Arizona, including in this District.  
24

25  
26 12. Defendant maintains regular and established places of business in this  
27 District.  
28

1 13. For example, Defendant owns, operates, manages, conducts business,  
2 and directs and controls the operations and employees of facilities at several  
3 locations in this District.

4 14. Defendant maintains its principal place of business in this District.

5 15. Defendant has committed and commits acts of infringement from its  
6 places of business in this District, including, but not limited to, use of the Accused  
7 Products and inducement of third parties to use the Accused Products.  
8

9  
10 **THE ACCUSED PRODUCTS**

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

14 17. Based upon public information, Defendant owns, operates, advertises,  
15 and/or controls the website <https://www.gpsinsight.com> through which it advertises,  
16 sells, offers to sell, provides, and/or educates customers about its products and  
17 services.  
18

19 18. Defendant manufactures, uses, causes to be used, sells, offers for sale,  
20 provides, supplies, or distributes fleet management platform and tracking solution  
21 systems.  
22

23 19. Defendant manufactures, uses, causes to be used, sells, offers for sale,  
24 provides, supplies, or distributes the 1) Asset Tracking Devices, including: TT-1800,  
25 TT-3000, TT-2200, ST-610, ST-600, ST-1100, ST-1200, TT-600, TT-610, PNP-  
26 3000, AT-3000; 2) Camera Solutions, including: Driveri, Driveri D-215, Driveri D-  
27  
28

1 210, Driveri D-430, Driveri Hub-X, Drive360, AIR II, Driveri D-450; 3)  
2 ELDs/Vehicle Tracking Devices, including: GPSI-3900I, GPSI-3900E, GPSI-5000,  
3 GPSI-4000, ELD-2000/4000, PNP-2000, ELD-2000, ELD-2000D, ELD-5000,  
4 GO9™, XT25 Series; and 4) GPSI Tablets, including: GPSI Connect Tablet, and  
5 GPSI Connect Tablet 2, and associated hardware, software, applications, and  
6 functionality (collectively, the “Accused Products”).  
7

8  
9 20. The Accused Products perform wireless communications and methods  
10 associated with performing and/or implementing wireless communications  
11 including, but not limited to, wireless communications and methods pursuant to  
12 various protocols and implementations, including, but not limited to, Bluetooth,  
13 IEEE 802.11, and LTE protocols and various subsections thereof, including, but not  
14 limited to, 802.11ac, 802.11b, and 802.11n.  
15

16  
17 21. The Accused Products perform singular value decomposition of estimated  
18 channel matrices, transmit data over various media, compute time slot channels,  
19 generate packets for network transmissions, perform or cause to be performed error  
20 estimation in orthogonal frequency division multiplexed (“OFDM”) receivers, and  
21 various methods of processing OFDM symbols.  
22

23  
24 22. The Accused Products also track, analyze, and report vehicle maintenance  
25 needs and driver warnings associated with a vehicle, tracks or causes to be tracked  
26 vehicle locations, and allows for communication between a system administrator and  
27 a remote unit to communicate, *e.g.*, advisory notifications.  
28

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

3                           **COUNT I: INFRINGEMENT OF U.S. PATENT NO. 6,647,270**

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

6           25. The USPTO duly issued the '270 patent on November 11, 2003, after full  
7 and fair examination of Application No. 09/659,074 which was filed September 11,  
8 2000. *See* '270 patent at 1. A Certificate of Correction was duly issued on July 27,  
9 2004. *Id.* at 17. A second Certificate of Correction was duly issued on September  
10 24, 2013. *Id.* at 18.

11           26. Fleet Connect owns all substantial rights, interest, and title in and to the  
12 '270 patent, including the sole and exclusive right to prosecute this action and  
13 enforce the '270 patent against infringers and to collect damages for all relevant  
14 times.

15           27. The claims of the '270 patent are not directed to an abstract idea and are  
16 not limited to well-understood, routine, or conventional activity. Rather, the claimed  
17 inventions include inventive components that improve upon the function and  
18 operation of voice and data communications systems.

19           28. The written description of the '270 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  
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1 limitations is patently distinct from and improved upon what may have been  
2 considered conventional or generic in the art at the time of the invention.

3 29. Upon information and belief, Defendant has directly infringed one or  
4 more claims of the '270 patent by providing, supplying, using, causing to be used,  
5 distributing, importing, selling, offering for sale, and/or internal and external testing  
6 of the Accused Products.  
7

8 30. Upon information and belief, Defendant has directly infringed, either  
9 literally or under the doctrine of equivalents, at least claim 1 of the '270 patent. For  
10 example, the Accused Products included a system for transmitting voice or data  
11 communications comprising a plurality of data packets between a plurality of remote  
12 units, each remote unit having a unique identifier; whereby each remote unit  
13 includes: a memory for storing a unique identifier; a transceiver for receiving a  
14 wireless communication and downconverting said received communication from RF  
15 to baseband, and for upconverting a baseband communication to RF for transmission  
16 as a transmit wireless communication; a GPS receiver, for outputting a position  
17 signal; a microprocessor, for receiving said position signal and said downconverted  
18 communication, and for generating said baseband communication; whereby said  
19 microprocessor generates said baseband communication by constructing said data  
20 packets from a plurality of data fields, including sender information and receiver  
21 information, whereby said sender information includes: the unique identifier of the  
22 sender, and information derived from said position signal; and whereby said receiver  
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1 information includes: the address of the desired remote unit.

2 31. 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 '270 patent.  
5

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

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

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

17 34. The USPTO duly issued the '586 patent on November 1, 2005 after full  
18 and fair examination of Application No. 09/955,543 which was filed on September  
19 17, 2001. *See* '586 patent at 1.  
20

21 35. Fleet Connect owns all substantial rights, interest, and title in and to the  
22 '586 patent, including the sole and exclusive right to prosecute this action and  
23 enforce the '586 patent against infringers and to collect damages for all relevant  
24 times.  
25

26 36. The claims of the '586 patent are not directed to an abstract idea and are  
27 not limited to well-understood, routine, or conventional activity. Rather, the claimed  
28

1 inventions include inventive components that improve upon the function and  
2 operation of preexisting communication systems and methods for executing field  
3 operations using handheld devices.

4  
5 37. The written description of the '586 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

11 38. Upon information and belief, Defendant has directly infringed one or  
12 more claims of the '586 patent by providing, supplying, using, causing to be used,  
13 distributing, importing, selling, offering for sale, and/or internal and external testing  
14 of the Accused Products.  
15

16  
17 39. Upon information and belief, Defendant has directly infringed, either  
18 literally or under the doctrine of equivalents, at least claim 9 of the '586 patent. For  
19 example, Defendant, through the use and provision of the Accused Products,  
20 performed a method of conducting a field assessment using a handheld data  
21 management device, comprising: providing a hand held data management device  
22 user performing as a field assessor access to an industry-specific field assessment  
23 program module for enabling the field assessor to execute at least one of the  
24 following field assessments: construction industry project analysis, HVAC system  
25 analysis; project management, equipment readiness, system and equipment  
26  
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1 troubleshooting, remote inventory tracking and ordering, conducting legal  
2 investigations in the field, and multi-users remote function coordination; executing  
3 said program module to conduct the field assessment; providing field-specific  
4 information required by said program module for said program module to render  
5 data in support of said field assessment; and retrieving data through said handheld  
6 data management device in support of said field assessment.  
7

8  
9 40. Fleet Connect or its predecessors-in-interest have satisfied all statutory  
10 obligations required to collect pre-filing damages for the full period allowed by law  
11 for infringement of the '586 patent.  
12

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

19  
20 **COUNT III: INFRINGEMENT OF U.S. PATENT NO. 7,123,296**

21 42. Fleet Connect repeats and re-alleges the allegations in the Paragraphs  
22 above as though fully set forth in their entirety.  
23

24 43. The United States Patent and Trademark Office (“USPTO”) duly issued  
25 the '926 was issued on October 17, 2006 after full and fair examination by the  
26 USPTO of Application No. 10/679,784 which was filed on November 10, 2003. *See*  
27 '296 patent, at 1. A Certificate of Correction was issued on August 27, 2013. *See*  
28

1 *id.* at 19.

2 44. Fleet Connect owns all substantial rights, interest, and title in and to, the  
3 '296 patent including the sole and exclusive right to prosecute this action and enforce  
4 the '296 patent against infringers and to collect damages for all relevant times.

5  
6 45. The claims of the '296 patent are not directed to an abstract idea and are  
7 not limited to well-understood, routine, or conventional activity. Rather, the claimed  
8 inventions include inventive components that improve upon the function and  
9 operation of mobile communications system control and warning systems.

10  
11 46. The written description of the '296 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  
17  
18 47. Upon information and belief, Defendant has directly infringed one or  
19 more claims of the '296 patent by providing, supplying, using, causing to be used,  
20 distributing, importing, selling, offering for sale, and/or internal and external testing  
21 of the Accused Products.

22  
23 48. Upon information and belief, Defendant has directly infringed, either  
24 literally or under the doctrine of equivalents, at least claim 1 of the '296 patent. For  
25 example, Defendant, through the use and provision of the Accused Products,  
26 performs a method for transmitting voice or data communications between a  
27  
28

1 plurality of remote units. The method includes alerting a remote user to an  
2 emergency situation *via* a mobile unit installed in a vehicle, comprising determining  
3 a geographic location of the mobile unit, determining an identity of the vehicle based  
4 on a unique identification stored in the mobile unit, determining a priority level  
5 associated with the emergency situation, assembling a header of a communication,  
6 the header including the geographic location of the mobile unit, the identity of the  
7 vehicle and the priority level, the header capable of being processed upon receipt by  
8 a second mobile unit to alert the remote user of the second mobile unit of the  
9 emergency situation based on the geographic location of the mobile unit, the identity  
10 of the vehicle and the priority level, and transmitting the communication to the  
11 second mobile unit.  
12  
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14

15 49. 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 '296 patent.  
18

19 50. Fleet Connect has been damaged as a result of the infringing conduct by  
20 Defendant alleged above. Thus, Defendant is liable to Fleet Connect in an amount  
21 that compensates it for such infringements, which by law cannot be less than a  
22 reasonable royalty, together with interest and costs as fixed by this Court under 35  
23 U.S.C. § 284.  
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**COUNT IV: INFRINGEMENT OF U.S. PATENT NO. 7,206,837**

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

4  
5 52. The USPTO duly issued the '837 patent on April 17, 2007, after full and  
6 fair examination of Application No. 10/287,151 which was filed November 4, 2002.  
7 *See* '837 patent at 1.

8  
9 53. Fleet Connect owns all substantial rights, interest, and title in and to, the  
10 '837 patent including the sole and exclusive right to prosecute this action and enforce  
11 the '837 patent against infringers and to collect damages for all relevant times.

12  
13 54. 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 claimed  
15 inventions include inventive components that improve upon the function and  
16 operation of voice and data communications systems.

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

23  
24 56. Upon information and belief, Defendant directly infringed one or more  
25 claims of the '837 patent by providing, supplying, using, causing to be used,  
26 distributing, importing, selling, offering for sale, and/or internal and external testing  
27  
28

1 of the Accused Products.

2 57. Upon information and belief, Defendant directly infringed and continues  
3 to directly infringe, either literally or under the doctrine of equivalents, at least claim  
4 1 of the '837 patent. For example, Defendant, through the use and provision of the  
5 Accused Products, performed a method comprising receiving a location of a mobile  
6 communications device that is in transit to a destination, estimating the time-of-  
7 arrival bounds for said mobile communications device at said destination for a  
8 confidence interval based on said location and at least one historical travel time  
9 statistic, and sending the time-of-arrival bounds to said mobile communications  
10 device.  
11

12  
13  
14 58. Fleet Connect or its predecessors-in-interest have satisfied all statutory  
15 obligations required to collect pre-filing damages for the full period allowed by law  
16 for infringement of the '837 patent.  
17

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

25 **COUNT V: INFRINGEMENT OF U.S. PATENT NO. 7,593,751**

26 60. Fleet Connect repeats and re-alleges the allegations in the Paragraphs  
27 above as though fully set forth in their entirety.  
28

1           61. The USPTO duly issued the '751 patent on September 22, 2009, after full  
2 and fair examination of Application No. 11/262,699 which was filed October 31,  
3 2005. *See* '751 patent at 1.

4           62. Fleet Connect owns all substantial rights, interest, and title in and to the  
5 '751 patent, including the sole and exclusive right to prosecute this action and  
6 enforce the '751 patent against infringers and to collect damages for all relevant  
7 times.  
8

9           63. The claims of the '751 patent are not directed to an abstract idea and are  
10 not limited to well-understood, routine, or conventional activity. Rather, the claimed  
11 inventions include inventive components that improve upon the function and  
12 operation of preexisting communication systems and methods for executing field  
13 operations using handheld devices.  
14

15           64. The written description of the '751 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

21           65. Upon information and belief, Defendant has directly infringed one or more  
22 claims of the '751 patent by providing, supplying, using, causing to be used,  
23 distributing, importing, selling, offering for sale, and/or internal and external testing  
24 of the Accused Products.  
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1           66. Upon information and belief, Defendant has directly infringed, either  
2 literally or under the doctrine of equivalents, at least claim 6 of the '751 patent. For  
3 example, Defendant, through the use and provision of the Accused Products,  
4 performed a method for managing data during a field operation using a handheld  
5 field data management device, comprising the steps of: providing a handheld field  
6 field data management device to a user, said handheld field data management device  
7 data management device to a user, said handheld field data management device  
8 configured to enable the user to manage data collected at a field operation location,  
9 wherein said field data management device includes: a memory containing at least  
10 one field data management program module for working with a microprocessor to  
11 process instructions enabling a handheld field assessment device user to find a field  
12 operation location, collect industry-specific data at the field operation location, and  
13 communicate in real-time with a remote server to transfer data to and from a remote  
14 server, obtain updated instructions or procedures, and for retrieving third party  
15 information useful for the field operation from the Internet; a microprocessor  
16 executing said at least one field data management program; a positioning module  
17 including GPS for determining handheld device location and configured to  
18 coordinate with mapping software to provide map directions to field operation  
19 locations; a display for viewing field related data, maps and third party information  
20 retrieved from the Internet; a user interface adapted for enabling the handheld data  
21 management device user to interact with said at least one field data management  
22 program; and a wireless communication module for providing communications  
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1 between the handheld field assessment device and the remote server, and for  
2 providing communications with third party resources from the Internet in support of  
3 field operations; enabling the user to access instructions including mapped directions  
4 from at least one of said field data management program and said remote sever to  
5 assist the user in finding a field operation location based on the location of the  
6 handheld field data management device; enabling the user to access instructions  
7 from said at least one field data management program to assist the user in collecting  
8 industry-specific data at the field operation location; and enabling the user to access  
9 instructions from said at least one field data management program to assist the user  
10 in communicating with a remote server using the handheld field data management  
11 device before, during and after the collection of industry-specific data at the field  
12 operation location.  
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17 67. Fleet Connect or its predecessors-in-interest have satisfied all statutory  
18 obligations required to collect pre-filing damages for the full period allowed by law  
19 for infringement of the '751 patent.  
20

21 68. Fleet Connect has been damaged as a result of the infringing conduct by  
22 Defendant alleged above. Thus, Defendant is liable to Fleet Connect in an amount  
23 that compensates it for such infringements, which by law cannot be less than a  
24 reasonable royalty, together with interest and costs as fixed by this Court under  
25 U.S.C. § 284.  
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**COUNT VI: INFRINGEMENT OF U.S. PATENT NO. 7,741,968**

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

4  
5 70. The USPTO duly issued the '968 patent on June 22, 2010 after full and  
6 fair examination of Application No. 12/143,707 which was filed on June 20, 2008.  
7 *See* '968 patent at 1.

8  
9 71. Fleet Connect owns all substantial rights, interest, and title in and to the  
10 '968 patent, including the sole and exclusive right to prosecute this action and  
11 enforce the '968 patent against infringers and to collect damages for all relevant  
12 times.

13  
14 72. The claims of the '968 patent are not directed to an abstract idea and are  
15 not limited to well-understood, routine, or conventional activity. Rather, the claimed  
16 inventions include inventive components that improve upon the function and  
17 operation of systems and methods for permissive navigational tracking where the  
18 sending party selectively transmits navigation data to a receiving party over a period  
19 of time.  
20

21  
22 73. The written description of the '968 patent describes in technical detail  
23 each limitation of the claims, allowing a skilled artisan to understand the scope of  
24 the claims and how the non-conventional and non-generic combination of claim  
25 limitations is patently distinct from and improved upon what may have been  
26 considered conventional or generic in the art at the time of the invention.  
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1           74. Upon information and belief, Defendant has directly infringed and  
2 continues to directly infringe one or more claims of the '968 patent by providing,  
3 supplying, using, causing to be used, distributing, importing, selling, offering for  
4 sale, and/or internal and external testing the Accused Products.  
5

6           75. Upon information and belief, Defendant has directly infringed and  
7 continues to directly infringe, either literally or under the doctrine of equivalents, at  
8 least claim 1 of the '968 patent. For example, Defendant, through the use and  
9 provision of the Accused Products, performs a method of tracking a plurality of  
10 portable devices, said method comprising: creating a select group of target portable  
11 devices in association with a master portable device; establishing at said master  
12 portable device the current geographical positions of said selected group of target  
13 portable devices; displaying on said master device said established geographical  
14 positions of each said target device; sending from said master device to at least one  
15 of said target devices, convergence navigational instructions designed to facilitate  
16 convergence between said at least one target device and said master device; and  
17 generating ETAs pertaining to said convergence between said one target device and  
18 said master device. include a computer readable medium having stored thereon  
19 computer executable code, said computer executable code. The Accused Products  
20 include code for controlling a reception at a master mobile device of geographical  
21 positional data relating to a plurality of mobile devices; code for controlling said  
22 master mobile device to display received ones of said geographical positions of said  
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1 plurality of other mobile devices; code for causing said master mobile device to send  
2 convergence geographical data-to a selected one of said other mobile devices, said  
3 sent geographical data allowing said selected mobile device to converge with said  
4 master mobile device; wherein said geographical data comprises turn by turn  
5 instructions leading said selected mobile device to said master device; and wherein  
6 said code continuously generates an ETA for said selected mobile device to converge  
7 with said master mobile device.  
8  
9

10 76. Since at least the time of receiving the original complaint in this action,  
11 Defendant has indirectly infringed and continues to indirectly infringe the '968  
12 patent by inducing others to directly infringe the '968 patent.  
13

14 77. Defendant has induced and continues to induce customers and end-users,  
15 including, but not limited to, Defendant's customers, employees, partners,  
16 contractors, customers and/or potential customers, to directly infringe, either literally  
17 or under the doctrine of equivalents, the '968 patent by providing or requiring use of  
18 the Accused Products.  
19

20  
21 78. Defendant has taken active steps, directly or through contractual  
22 relationships with others, with the specific intent to cause them to use the Accused  
23 Products in a manner that infringes one or more claims of the '968 patent, including,  
24 for example, claim 1.  
25

26 79. Such steps by Defendant have included, among other things, advising or  
27 directing customers, personnel, contractors, or end-users to use the Accused  
28

1 Products in an infringing manner; advertising and promoting the use of the Accused  
2 Products in an infringing manner; distributing instructions that guide users to use the  
3 Accused Products in an infringing manner; and/or instructional and technical support  
4 on its website/dashboard.  
5

6 80. Defendant has been performing these steps, which constitute induced  
7 infringement with the knowledge of the '968 patent and with the knowledge that the  
8 induced acts constitute infringement.  
9

10 81. Defendant has been aware that the normal and customary use of the  
11 Accused Products by others would infringe the '968 patent. Defendant's inducement  
12 is ongoing.  
13

14 82. Since at least the time of receiving the original complaint in this action,  
15 Defendant has indirectly infringed and continues to indirectly infringe by  
16 contributing to the infringement of the '968 patent.  
17

18 83. Defendant has contributed and continues to contribute to the direct  
19 infringement of the '968 patent by its customers, personnel, and contractors.  
20

21 84. The Accused Products have special features that are specially designed to  
22 be used in an infringing way and that have no substantial uses other than ones that  
23 infringe one or more claims of the '968 patent, including, for example, claim 1.  
24

25 85. The special features constitute a material part of the invention of one or  
26 more of the claims of the '968 patent and are not staple articles of commerce suitable  
27 for substantial non-infringing use. Defendant's contributory infringement is  
28

1 ongoing.

2 86. Defendant had knowledge of the '968 patent at least as of the date when  
3 it was notified of the filing of this action.  
4

5 87. Furthermore, on information and belief, Defendant has a policy or practice  
6 of not reviewing the patents of others, including instructing its employees to not  
7 review the patents of others, and thus has been willfully blind of Fleet Connect's  
8 patent rights.  
9

10 88. Defendant's actions are at least objectively reckless as to the risk of  
11 infringing a valid patent and this objective risk was either known or should have  
12 been known by Defendant.  
13

14 89. Defendant's direct infringement of the '968 patent is, has been, and  
15 continues to be willful, intentional, deliberate, or in conscious disregard of Fleet  
16 Connect's rights under the patent.  
17

18 90. 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 '968 patent.  
21

22 91. 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.  
27  
28

1           92. Fleet Connect has suffered irreparable harm, through its loss of market  
2 share and goodwill, for which there is no adequate remedy at law. Fleet Connect  
3 has and will continue to suffer this harm by virtue of Defendant's infringement of  
4 the '968 patent. Defendant's actions have interfered with and will interfere with  
5 Fleet Connect's ability to license technology. The balance of hardships favors Fleet  
6 Connect's ability to commercialize its own ideas and technology. The public interest  
7 in allowing Fleet Connect to enforce its right to exclude outweighs other public  
8 interests, which supports injunctive relief in this case.  
9  
10

11                   **COUNT VII: INFRINGEMENT OF U.S. PATENT NO. 7,783,304**

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

15           94. The USPTO duly issued U.S. Patent No. 7,783,304 (the "'304 patent") on  
16 August 24, 2010, after full and fair examination of Application No. 12/546,645,  
17 which was filed on August 24, 2009. *See* '304 patent at 1. A Certificate of  
18 Correction was issued on May 28, 2013. *See id.* at 22.  
19  
20

21           95. Fleet Connect owns all substantial rights, interest, and title in and to the  
22 '304 patent, including the sole and exclusive right to prosecute this action and  
23 enforce the '304 patent against infringers and to collect damages for all relevant  
24 times.  
25

26           96. The claims of the '304 patent are not directed to an abstract idea and are  
27 not limited to well-understood, routine, or conventional activity. Rather, the claimed  
28



1 inventions include inventive components that improve upon the function and  
2 operation of preexisting systems and methods of wireless communication with a  
3 mobile unit.

4  
5 97. The written description of the '304 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

11 98. Upon information and belief, Defendant has directly infringed one or more  
12 claims of the '304 patent by providing, supplying, using, causing to be used,  
13 distributing, importing, selling, offering for sale, and/or internal and external testing  
14 of the Accused Products.  
15

16  
17 99. Upon information and belief, Defendant has directly infringed, either  
18 literally or under the doctrine of equivalents, at least claim 1 of the '304 patent. For  
19 example, Defendant, through the use and provision of the Accused Products,  
20 performs a method of wirelessly communicating with a mobile unit. The method  
21 includes establishing a communication link between a first mobile unit and a  
22 website; searching a list of users via a log comprising an address of a second mobile  
23 unit; outputting a match comprising the address of the second mobile unit via a  
24 display; constructing a communication comprising a plurality of information fields,  
25 the plurality of information fields comprising an address of the first mobile unit and  
26  
27  
28

1 the address of the second mobile unit; transmitting the communication from the first  
2 mobile unit, through the website, to the second mobile unit; and storing information  
3 related to the communication in a communication log.  
4

5 100. Fleet Connect or its predecessors-in-interest have satisfied all statutory  
6 obligations required to collect pre-filing damages for the full period allowed by law  
7 for infringement of the '304 patent.  
8

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

14 **JURY DEMAND**

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

18 **PRAYER FOR RELIEF**

19 103. Fleet Connect requests that the Court find in its favor and against  
20 Defendant, and that the Court grant Fleet Connect the following relief:  
21

- 22 a. Judgment that one or more claims of each of the Asserted Patents has been  
23 infringed, either literally or under the doctrine of equivalents, by  
24 Defendant or others acting in concert therewith;  
25  
26 b. A permanent injunction enjoining Defendant and its officers, directors,  
27 agents, servants, affiliates, employees, divisions, branches, subsidiaries,  
28

1 parents, and all others acting in concert therewith from infringement of  
2 the '968 patent; or, in the alternative, an award of a reasonable ongoing  
3 royalty for future infringement of the '968 patent by such entities;

4  
5 c. Judgment that Defendant account for and pay to Fleet Connect all  
6 damages to and costs incurred by Fleet Connect because of Defendant's  
7 infringing activities and other conduct complained of herein;

8  
9 d. Judgment that Defendant's infringements of the '968 patent be found  
10 willful, and that the Court award treble damages for the period of such  
11 willful infringement pursuant to 35 U.S.C. § 284;

12  
13 e. Pre-judgment and post-judgment interest on the damages caused by  
14 Defendant's infringing activities and other conduct complained of herein;

15  
16 f. That this Court declare this an exceptional case and award Fleet Connect  
17 its reasonable attorneys' fees and costs in accordance with 35 U.S.C. §  
18 285; and

19  
20 g. All other and further relief as the Court may deem just and proper under  
21 the circumstances.

1 Date: February 18, 2025

Respectfully submitted,

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19 \*pro hac vice forthcoming