

1 Tyler J. Woods, Bar No. 232464  
2 [twoods@trialnewport.com](mailto:twoods@trialnewport.com)  
3 Scott J. Ferrell, Bar No. 202091  
4 [sferrel@trialnewport.com](mailto:sferrel@trialnewport.com)  
5 NEWPORT TRIAL GROUP  
6 4100 Newport Place Drive, Suite 800  
7 Newport Beach, CA 92660  
8 Tel: (949) 706-6464  
9 Fax: (949) 706-6469

10 *Attorneys for Plaintiff ECLIPSE IP LLC*

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 ECLIPSE IP LLC,

14 Plaintiff,

15 vs.

16 TRI STARR MANAGEMENT  
17 SERVICES, INC. D/B/A LEGACY  
18 SUPPLY CHAIN SERVICES,

19 Defendant.

Case No.

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**JURY TRIAL DEMANDED**

Complaint Filed: N/A  
Trial Date: N/A

1 **COMPLAINT FOR PATENT INFRINGEMENT**

2 For its Complaint, Plaintiff Eclipse IP LLC (“Eclipse”), by and through the  
3 undersigned counsel, alleges as follows:

4 **THE PARTIES**

5 1. Eclipse is a company organized and existing under the laws of Florida and  
6 having an address at 711 SW 24<sup>th</sup>, Boynton Beach, Florida 33435.

7 2. On information and belief, Defendant Tri Starr Management Services, Inc.  
8 d/b/a Legacy Supply Chain Services (“Defendant”) is a corporation existing under the  
9 laws of Texas.

10 **JURISDICTION AND VENUE**

11 3. This is a suit for patent infringement arising under the patent laws of the  
12 United States, Title 35 of the United States Code § 1 *et seq.*

13 4. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and  
14 1338(a).

15 5. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(c) and  
16 1400(b).

17 6. Upon information and belief, Defendant conducts substantial business in  
18 this forum, directly or through intermediaries, including: (i) at least a portion of the  
19 infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in  
20 other persistent courses of conduct and/or deriving substantial revenue from goods and  
21 services provided to individuals in this forum.

22 **THE PATENTS-IN-SUIT**

23 7. On January 20, 2009, United States Patent No. 7,479,899, entitled,  
24 “Notification Systems and Methods Enabling a Response to Cause Connection Between  
25 a Notified PCD and a Delivery or Pickup Representative” was duly and legally issued  
26 by the United States Patent and Trademark Office. A true and correct copy of the ‘899  
27 patent is attached as Exhibit A to this complaint.

28 ///

1 8. On January 27, 2009, United States Patent No. 7,482,952 (“the ‘952  
2 patent”), entitled “Response Systems and Methods for Notification Systems Modifying  
3 Future Notifications” was duly and lawfully issued by the U.S. Patent and Trademark  
4 Office. A true and correct copy of the ‘952 patent is attached as Exhibit B.

5 9. On January 25, 2011, United States Patent No. 7,876,239 ("the '239  
6 patent"), entitled "Secure Notification Messaging Systems and Methods Using  
7 Authentication Indicia," was duly and lawfully issued by the U.S. Patent and  
8 Trademark Office. A true and correct copy of the '239 patent is attached as Exhibit C.

9 10. Eclipse is the assignee and owner of the right, title and interest in and to  
10 the ‘899, ‘952, and ‘239 patents including the right to assert all causes of action arising  
11 under said patents and the right to any remedies for infringement of them.

12 **COUNT I – INFRINGEMENT OF U.S. PATENT NO. 8,479,899**

13 11. Eclipse repeats and realleges the allegations of paragraphs 1 through 10 as  
14 if fully set forth herein.

15 12. Without license or authorization and in violation of 35 U.S.C. § 271(a),  
16 Defendant has infringed and continues to infringe the '899 patent by making, using,  
17 offering for sale and/or selling within this district and elsewhere in the United States,  
18 computer-based notification systems and methods which at least monitor location  
19 and/or timing information related to delivery vehicles, initiate notifications to  
20 customers, and enable the customers to communicate with Defendant to get details  
21 regarding their shipment(s).

22 13. Eclipse is entitled to recover from Defendant the damages sustained by  
23 Eclipse as a result of Defendant's infringement of the '899 patent in an amount subject  
24 to proof at trial, which, by law, cannot be less than a reasonable royalty, together with  
25 interest and costs as fixed by this Court under 35 U.S.C. § 284.

26 14. Prior to the filing of this Complaint, Eclipse, by letter dated January 24,  
27 2014, informed Defendant of Defendant's infringement of the '899 patent.

28 ///

1 15. Thus, Defendant has been on notice of the '899 patent since at least the  
2 date it received Eclipse's letter dated January 24, 2014.

3 16. Despite an objectively high likelihood that its actions constitute  
4 infringement of the '899 patent, Defendant has not altered its infringing conduct.

5 17. Defendant's continued infringement of the '899 patent has been  
6 objectively reckless and/or willful.

7 **COUNT II – INFRINGEMENT OF U.S. PATENT NO. 7,482,952**

8 18. Eclipse repeats and realleges the allegations of paragraphs 1 through 17 as  
9 if fully set forth herein.

10 19. Without license or authorization and in violation of 35 U.S.C. § 271(a),  
11 Defendant has infringed and continues to infringe the '952 patent by making, using,  
12 offering for sale and/or selling within this district and elsewhere in the United States,  
13 computer-based notification systems and methods which at least schedule notification  
14 communications to customers computers and mobile devices, monitor location and/or  
15 timing information related to delivery vehicles, determine delays or other changes in  
16 schedule for the delivery vehicles, initiate communications with customers' computers  
17 or mobile devices which indicate the changes in schedule and provide a report of the  
18 travel status if the customers' shipments, and enable the customer to cancel or change  
19 further communications.

20 20. Eclipse is entitled to recover from Defendant the damages sustained by  
21 Eclipse as a result of Defendant's infringement of the '952 patent in an amount subject  
22 to proof at trial, which, by law, cannot be less than a reasonable royalty, together with  
23 interest and costs as fixed by this Court under 35 U.S.C. § 284.

24 21. Prior to the filing of this Complaint, Eclipse, by letter dated January 24,  
25 2014, informed Defendant of Defendant's infringement of the '952 patent.

26 22. Thus, Defendant has been on notice of the '952 patent since at least the  
27 date it received Eclipse's letter dated January 24, 2014.

28 ///

1 23. Despite an objectively high likelihood that its actions constitute  
2 infringement of the '952 patent, Defendant has not altered its infringing conduct.

3 24. Defendant's continued infringement of the '952 patent has been  
4 objectively reckless and/or willful.

5 **COUNT III – INFRINGEMENT OF U.S. PATENT NO. 7,876,239**

6 25. Eclipse repeats and realleges the allegations of paragraphs 1 through 24 as  
7 if fully set forth herein. Without license or authorization and in violation of 35 U.S.C. §  
8 271(a), Defendant has infringed and continues to infringe the '239 patent by making,  
9 using, offering for sale and/or selling within this district and elsewhere in the United  
10 States, computer-based notification systems and methods which at least provide and/or  
11 select, and enable Defendant to provide numeric codes to customers for use in  
12 connection with notifications regarding customers' shipments, store the authentication  
13 information in computer memory, and provide the authentication information in  
14 electronic notification communications to customers' computers or mobile devices.

15 26. Eclipse is entitled to recover from Defendant the damages sustained by  
16 Eclipse as a result of Defendant's infringement of the '239 patent in an amount subject  
17 to proof at trial, which, by law, cannot be less than a reasonable royalty, together with  
18 interest and costs as fixed by this Court under 35 U.S.C. § 284.

19 27. Prior to the filing of this Complaint, Eclipse, by letter dated January 24,  
20 2014, informed Defendant of Defendant's infringement of the '239 patent.

21 28. Thus, Defendant has been on notice of the '239 patent since at least the  
22 date it received Eclipse's letter dated January 24, 2014.

23 29. Despite an objectively high likelihood that its actions constitute  
24 infringement of the '239 patent, Defendant has not altered its infringing conduct.

25 30. Defendant's continued infringement of the '239 patent has been  
26 objectively reckless and/or willful.

27 ///

28 ///

**PRAYER FOR RELIEF**

WHEREFORE, Eclipse requests that this Court enter judgment against Defendant as follows:

A. An adjudication that Defendant has infringed the '899, '952, and '239 patents;

B. An award of damages to be paid by Defendant adequate to compensate Eclipse for Defendant's past infringement of the '899, '952, and '239 patents and any continuing or future infringement through the date such judgment is entered, including interest, costs, expenses and an accounting of all infringing acts including, but not limited to, those acts not presented at trial;

C. A declaration that this case is exceptional under 35 U.S.C. § 285, and an award of Eclipse's reasonable attorneys' fees; and

D. To the extent Defendant's conduct subsequent to the date of its notice of the '899, '952, and '239 patents is found to be objectively reckless, enhanced damages pursuant to 35 U.S.C. § 284 for its willful infringement of the '899, '239, and '239 patents; and

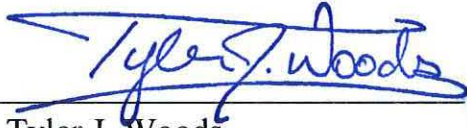
E. An award to Eclipse of such further relief at law or in equity as the Court deems just and proper.

**JURY DEMAND**

Eclipse demands a trial by jury on all issues so triable pursuant to Federal Rule of Civil Procedure 38.

Respectfully submitted this 25<sup>th</sup> day of March, 2014

NEWPORT TRIAL GROUP

By: 

Tyler J. Woods  
Attorney for Plaintiff  
ECLIPSE IP LLC