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8 *Attorneys for Plaintiff Eclipse IP LLC*

9 **UNITED STATES DISTRICT COURT**

10 **CENTRAL DISTRICT OF CALIFORNIA**

11	ECLIPSE IP LLC, a Florida Limited)	Case No. 2:13-cv-07152-SJO-JC
12	Liability Company,)	
13	Plaintiff,)	FIRST AMENDED COMPLAINT
14)	FOR PATENT INFRINGEMENT
15	v.)	TRIAL BY JURY DEMANDED
16	LYFT, INC., a Delaware Corporation,)	
17	Defendant.)	
18)	

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1 Plaintiff Eclipse IP LLC (“Eclipse”), by and through counsel, complains
2 against Lyft, Inc. (“Lyft”) as follows:

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4 **NATURE OF LAWSUIT**

5 1. This is a suit for patent infringement arising under the patent laws of
6 the United States, Title 35 of the United States Code § 1 *et seq.* This Court has
7 exclusive jurisdiction over the subject matter of the Complaint under 28 U.S.C.
8 §§ 1331 and 1338(a).
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10 **PARTIES AND PATENTS**

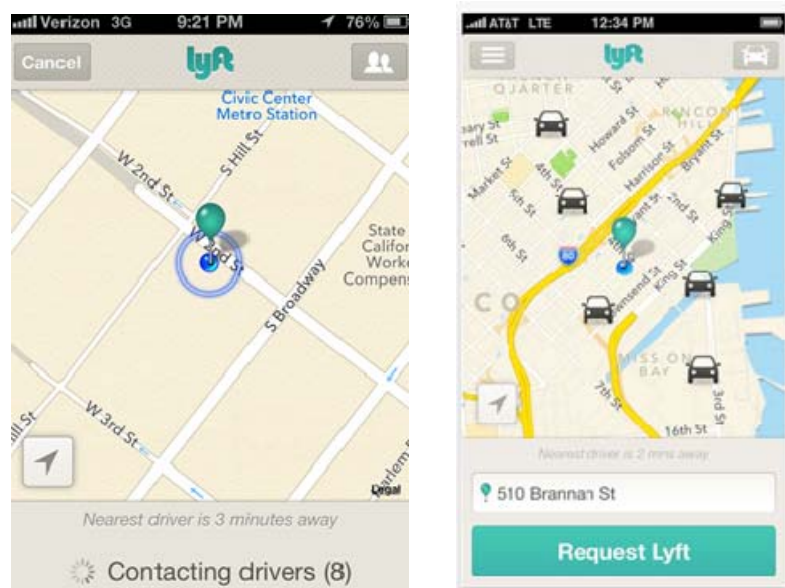
11 2. Eclipse is a company organized under the laws of Florida and having a
12 principal place of business at 115 NW 17th St, Delray Beach, Florida 33444.

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14 3. Eclipse owns all right, title, and interest in and has standing to sue for
15 infringement of United States Patent No. 7,064,681 ("the '681 patent"), entitled
16 "Response systems and methods for notification systems" (Exhibit A); United States
17 Patent No. 7,482,952 ("the '952 patent"), entitled "Response systems and methods
18 for notification systems for modifying future notifications" (Exhibit B); United
19 States Patent No. 7,479,901 ("the '901 patent"), entitled "Mobile thing determination
20 systems and methods based upon user-device location" (Exhibit C); and United
21 States Patent No. 7,538,691 ("the '691 patent"), entitled "Mobile thing determination
22 systems and methods based upon user-device location" (Exhibit D) (collectively,
23 "the Eclipse Patents").
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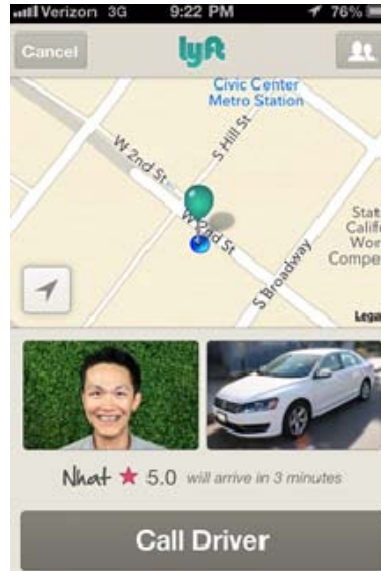
1 9. On information and belief, users of the Lyft Application can use their
2 smartphone or tablet computer (“tablet”) to request that a vehicle pick them up from
3 a given location.
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5 10. On information and belief, when a user opens the Lyft Application,
6 Lyft tracks the location of the user’s smartphone or tablet and attempts to pinpoint
7 the user on a map. Lyft also tracks the location of Lyft Drivers. Non-limiting,
8 exemplary images appear below:
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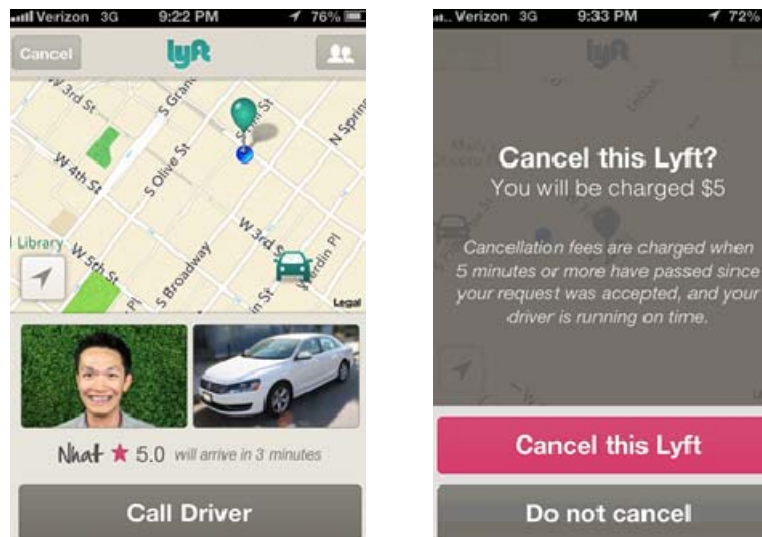
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20 11. On information and belief, when the user of the Lyft Application
21 selects a pickup location, Lyft sends a pickup request to the closest available Lyft
22 Driver. If that Lyft Driver declines or is non-responsive, Lyft sends the pickup
23 request to other Lyft Drivers. When Lyft receives a response indicating that a Lyft
24 Driver will accept the fare, Lyft notifies the user in at least one way. A non-
25 limiting, exemplary image appears below:
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12. On information and belief, through the Lyft Application, Lyft displays the location of the Lyft Driver, the pickup location, and the time until the Lyft Driver's arrival at the pickup location, allowing the user of the Lyft Application to track the Lyft Driver's progress.

13. On information and belief, through the Lyft Application, Lyft allows the user to communicate with the driver or cancel the trip. Non-limiting, exemplary images appear below:



1 14. On information and belief, Lyft also notifies the user of the Lyft
2 Application in at least one way when the Lyft Driver is arriving at the indicated
3 pickup location. A non-limiting, exemplary image appears below:
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11 **LYFT’S ACTS OF PATENT INFRINGEMENT**

12 15. Eclipse reiterates and reincorporates the allegations set forth in
13 paragraphs 1 through 14 above as if fully set forth herein.
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15 16. Lyft owns, uses, deploys, and/or operates at least one service and/or
16 system for booking a car electronically.

17 17. The at least one service and/or system allows users of a smartphone or
18 tablet to request a car to pick them up.
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20 18. To implement the at least one service and/or system, Lyft created
21 and/or developed at least one smartphone application – the Lyft Application – which
22 plays a material role in the at least one car booking service and/or system.
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24 19. The Lyft Application is available on several different platforms,
25 including but not limited to on smartphones and tablets running versions of Apple
26 Inc.’s iOS platform and Google, Inc.’s Android platform.
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1 literally and/or under the doctrine of equivalents and additionally and/or in the
2 alternative, (2) Lyft has actively induced and continues to actively induce and/or has
3 contributed to and continues to contribute to the infringement of one or more claims
4 of the '681 patent in this District and elsewhere in the United States.
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6 26. On information and belief, Lyft has directly infringed and continues to
7 directly infringe one or more claims of the '681 patent, in violation of 35 U.S.C.
8 § 271(a), by, among other things, making, using, offering for sale, and/or selling a
9 method for communication in connection with a computer-based notification system
10 to, for example: notify a Lyft Driver of a requested pickup; receive a response
11 indicating whether or not the Lyft Driver will perform the pickup; if the Lyft Driver
12 will perform the pickup, refrain from sending additional notifications to the Lyft
13 Driver until detection of one or more events indicating that the user's trip is
14 complete; and if the Lyft Driver will not pickup the user, notify another Lyft Driver
15 in order to request assistance in picking up the user.
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20 27. Additionally and/or in the alternative, on information and belief, Lyft
21 has actively induced and continues to actively induce and/or has contributed to and
22 continues to contribute to the infringement of one or more claims of the '681 patent,
23 in violation of 35 U.S.C. § 271(b) and/or (c), by, among other things, actively,
24 knowingly, and intentionally encouraging, aiding, and/or abetting others to make,
25 use, offer for sale, and/or sell portions of a computer-based notification system that
26 infringes one or more claims of the '681 patent, with the specific intent to encourage
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1 infringement and with the knowledge that the making, using, offering to sell, and/or
2 selling of such a system would constitute infringement.

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4 28. On information and belief, Lyft has had knowledge of the '681 patent at
5 least as early as September 27, 2013, the day that it received a courtesy copy of the
6 Complaint, which set forth factual allegations of Lyft's infringement. See Olavi
7 Decl., ¶¶2-5. Additionally, at least as early as September 27, 2013, Lyft knew or
8 should have known that its continued offering, use, deployment, and/or operation of
9 the at least one service and/or system for booking a car electronically and its
10 continued support of others, if those parties perform any limitations of one or more
11 of the claims of the '681 patent, would induce direct infringement of the '681 patent,
12 as it had actual knowledge of the patent and factual allegations of its infringement
13 thereof.
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17 29. On information and belief, Lyft has not changed or modified its
18 infringing behavior since September 27, 2013.

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20 30. Lyft's aforesaid infringing activity has directly and proximately caused
21 damage to Plaintiff Eclipse, including loss of profits from sales and/or licensing
22 revenues it would have made but for the infringements. Unless enjoined, the
23 aforesaid infringing activity will continue and cause irreparable injury to Eclipse for
24 which there is no adequate remedy at law.
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COUNT 2
(Patent Infringement of U.S. Patent No. 7,482,952
Under 35 U.S.C. § 271 et seq.)

31. Eclipse reiterates and reincorporates the allegations set forth in paragraphs 1 through 30 above as if fully set forth herein.

32. On January 27, 2009, the United States Patent and Trademark Office duly and legally issued United States Patent No. 7,482,952, entitled "Response systems and methods for notification systems for modifying future notifications." Eclipse is the owner of the entire right, title and interest in and to the '952 patent. A true and correct copy of the '952 patent is attached as Exhibit B to this Complaint.

33. The '952 patent is valid and enforceable.

34. Eclipse is informed and believes, and thereupon alleges, that: (1) Lyft has infringed and continues to infringe one or more claims of the '952 patent, literally and/or under the doctrine of equivalents and additionally and/or in the alternative, (2) Lyft has actively induced and continues to actively induce and/or has contributed to and continues to contribute to the infringement of one or more claims of the '952 patent in this District and elsewhere in the United States.

35. On information and belief, Lyft has directly infringed and continues to directly infringe one or more claims of the '952 patent, in violation of 35 U.S.C. § 271(a), by, among other things, making, using, offering for sale, and/or selling a method for a computer-based notification system to, for example: schedule a time for a car to arrive at a pickup location; schedule a notification communication when

1 the car arrives; determine a change in the schedule of the car; notify the user of the
2 change in schedule; and allow the user to cancel the later-scheduled notification.

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4 36. Additionally and/or in the alternative, on information and belief, Lyft
5 has actively induced and continues to actively induce and/or has contributed to and
6 continues to contribute to the infringement of one or more claims of the '952 patent,
7 in violation of 35 U.S.C. § 271(b) and/or (c), by, among other things, actively,
8 knowingly, and intentionally encouraging, aiding, and/or abetting others to make,
9 use, offer for sale, and/or sell portions of a computer-based notification system that
10 infringes one or more claims of the '952 patent, with the specific intent to encourage
11 infringement and with the knowledge that the making, using, offering to sell, and/or
12 selling of such a system would constitute infringement.
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16 37. On information and belief, Lyft has had knowledge of the '952 patent at
17 least as early as September 27, 2013, the day that it received a courtesy copy of the
18 Complaint, which set forth factual allegations of Lyft's infringement. *See* Olavi
19 Decl., ¶¶2-5. Additionally, at least as early as September 27, 2013, Lyft knew or
20 should have known that its continued offering, use, deployment, and/or operation of
21 the at least one service and/or system for booking a car electronically and its
22 continued support of others, if those parties perform any limitations of one or more
23 of the claims of the '952 patent, would induce direct infringement of the '952 patent,
24 as it had actual knowledge of the patent and factual allegations of its infringement
25 thereof.
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1 contributed to and continues to contribute to the infringement of one or more claims
2 of the '901 patent in this District and elsewhere in the United States.

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4 44. On information and belief, Lyft has directly infringed and continues to
5 directly infringe one or more claims of the '901 patent, in violation of 35 U.S.C.
6 § 271(a), by, among other things, making, using, offering for sale, and/or selling a
7 method for a notification system to, for example: monitor the user's location;
8 receive a request for a pickup; notify a Lyft Driver of the requested pickup; receive
9 a response from the Lyft Driver; and communicate the response to the user.
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12 45. Additionally and/or in the alternative, on information and belief, Lyft
13 has actively induced and continues to actively induce and/or has contributed to and
14 continues to contribute to the infringement of one or more claims of the '901 patent,
15 in violation of 35 U.S.C. § 271(b) and/or (c), by, among other things, actively,
16 knowingly, and intentionally encouraging, aiding, and/or abetting others to make,
17 use, offer for sale, and/or sell portions of a notification system that infringes one or
18 more claims of the '901 patent, with the specific intent to encourage infringement
19 and with the knowledge that the making, using, offering to sell, and/or selling of
20 such a system would constitute infringement.
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24 46. On information and belief, Lyft has had knowledge of the '901 patent at
25 least as early as September 27, 2013, the day that it received a courtesy copy of the
26 Complaint, which set forth factual allegations of Lyft's infringement. *See* Olavi
27 Decl., ¶¶2-5. Additionally, at least as early as September 27, 2013, Lyft knew or
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1 should have known that its continued offering, use, deployment, and/or operation of
2 the at least one service and/or system for booking a car electronically and its
3 continued support of others, if those parties perform any limitations of one or more
4 of the claims of the '901 patent, would induce direct infringement of the '901 patent,
5 as it had actual knowledge of the patent and factual allegations of its infringement
6 thereof.
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9 47. On information and belief, Lyft has not changed or modified its
10 infringing behavior since September 27, 2013.
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12 48. Lyft's aforesaid infringing activity has directly and proximately caused
13 damage to Plaintiff Eclipse, including loss of profits from sales and/or licensing
14 revenues it would have made but for the infringements. Unless enjoined, the
15 aforesaid infringing activity will continue and cause irreparable injury to Eclipse for
16 which there is no adequate remedy at law.
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18 **COUNT 4**

19 **(Patent Infringement of U.S. Patent No. 7,538,691**
20 **Under 35 U.S.C. § 271 et seq.)**

21 49. Eclipse reiterates and reincorporates the allegations set forth in
22 paragraphs 1 through 48 above as if fully set forth herein.
23

24 50. On May 26, 2009, the United States Patent and Trademark Office duly
25 and legally issued United States Patent No. 7,538,691, entitled "Mobile thing
26 determination systems and methods based upon user-device location." Eclipse is the
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1 owner of the entire right, title and interest in and to the '691 patent. A true and
2 correct copy of the '691 patent is attached as Exhibit D to this Complaint.

3
4 51. The '691 patent is valid and enforceable.

5 52. Eclipse is informed and believes, and thereupon alleges, that: (1) Lyft
6 has infringed and continues to infringe one or more claims of the '691 patent,
7
8 literally and/or under the doctrine of equivalents and additionally and/or in the
9 alternative, (2) Lyft has actively induced and continues to actively induce and/or has
10 contributed to and continues to contribute to the infringement of one or more claims
11 of the '691 patent in this District and elsewhere in the United States.

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13 53. On information and belief, Lyft has directly infringed and continues to
14 directly infringe one or more claims of the '691 patent, in violation of 35 U.S.C.
15 § 271(a), by, among other things, making, using, offering for sale, and/or selling a
16 method for implementation in connection with a computer-based notification system
17 to, for example: determine the user's location; identify a pickup location; and notify
18 the user when the car is approaching the pickup location.

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21 54. Additionally and/or in the alternative, on information and belief, Lyft
22 has actively induced and continues to actively induce and/or has contributed to and
23 continues to contribute to the infringement of one or more claims of the '691 patent,
24 in violation of 35 U.S.C. § 271(b) and/or (c), by, among other things, actively,
25 knowingly, and intentionally encouraging, aiding, and/or abetting others to make,
26 use, offer for sale, and/or sell portions of a computer-based notification system that
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1 infringes one or more claims of the '691 patent, with the specific intent to encourage
2 infringement and with the knowledge that the making, using, offering to sell, and/or
3 selling of such a system would constitute infringement.
4

5 55. On information and belief, Lyft has had knowledge of the '691 patent at
6 least as early as September 27, 2013, the day that it received a courtesy copy of the
7 Complaint, which set forth factual allegations of Lyft's infringement. *See* Olavi
8 Decl., ¶¶2-5. Additionally, at least as early as September 27, 2013, Lyft knew or
9 should have known that its continued offering, use, deployment, and/or operation of
10 the at least one service and/or system for booking a car electronically and its
11 continued support of others, if those parties perform any limitations of one or more
12 of the claims of the '691 patent, would induce direct infringement of the '691 patent,
13 as it had actual knowledge of the patent and factual allegations of its infringement
14 thereof.
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18 56. On information and belief, Lyft has not changed or modified its
19 infringing behavior since September 27, 2013.
20

21 57. Lyft's aforesaid infringing activity has directly and proximately caused
22 damage to Plaintiff Eclipse, including loss of profits from sales and/or licensing
23 revenues it would have made but for the infringements. Unless enjoined, the
24 aforesaid infringing activity will continue and cause irreparable injury to Eclipse for
25 which there is no adequate remedy at law.
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PRAYER FOR RELIEF

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2 WHEREFORE, Plaintiff Eclipse asks this Court to enter judgment against
3 Lyft and against each of Lyft’s respective subsidiaries, affiliates, agents, servants,
4 employees and all persons in active concert or participation with it, granting the
5 following relief:
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7 1. A judgment that Lyft has infringed each and every one of the Eclipse
8 Patents;
9

10 2. A permanent injunction against Lyft, its respective officers, agents,
11 servants, employees, attorneys, parent and subsidiary corporations, assigns and
12 successors in interest, and those persons in active concert or participation with them,
13 enjoining them from direct and indirect infringement of each and every one of the
14 Eclipse Patents;
15

16 3. An award of damages adequate to compensate Eclipse for the
17 infringement that has occurred, together with prejudgment interest from the date
18 infringement of the Eclipse Patents began;
19

20 4. A reasonable royalty for Lyft’s use of Eclipse’s patented technology, as
21 alleged herein;
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23 5. An award to Eclipse of all remedies available under 35 U.S.C. §§ 284
24 and 285; and,
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26 6. Such other and further relief as this Court or a jury may deem proper
27 and just.
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DATED: October 21, 2013

OLAVI DUNNE LLP

By: /s/ Matt Olavi

Matt Olavi
Brian J. Dunne
Attorneys for Plaintiff
Eclipse IP LLC

JURY DEMAND

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

DATED: October 21, 2013

OLAVI DUNNE LLP

By: /s/ Matt Olavi

Matt Olavi
Brian J. Dunne
Attorneys for Plaintiff
Eclipse IP LLC