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8 *Attorneys for Plaintiff Shipping and Transit, LLC*

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 SHIPPING AND TRANSIT LLC, a Florida
12 Limited Liability Corporation,

13 Plaintiff,

14 vs.

15 EYEFREIGHT INC., a Delaware
16 Corporation; and DOES 1 through 10,
17 Inclusive,

18 Defendants.
19
20

Case No. 2:16-cv-03962

**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 Shipping and Transit LLC (“Plaintiff”), by and through
3 the undersigned counsel, alleges as follows:

4 **THE PARTIES**

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

7 2. On information and belief, defendant Eyefreight Inc. (“Defendant”) is a
8 corporation existing under the laws of Delaware.

9 3. The true names and capacities of the Defendants sued herein as DOES 1
10 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such
11 Defendants by fictitious names. Each of the Defendants designated herein as a DOE is
12 legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court
13 to amend this Complaint to reflect the true names and capacities of the DOE Defendants
14 when such identities become known.

15 **JURISDICTION AND VENUE**

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

18 5. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and
19 1338(a).

20 6. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(c) and
21 1400(b).

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

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THE PATENTS-IN-SUIT

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2 8. On November 13, 2001, United States Patent No. 6,317,060 (“the ’060
3 Patent”), entitled “Base station system and method for monitoring travel of mobile
4 vehicles and communicating notification messages,” was duly and lawfully issued by the
5 U.S. Patent and Trademark Office. A true and correct copy of the ’060 Patent is attached
6 as Exhibit A.

7 9. On July 2, 2002, United States Patent No 6,415,207 (“the ’207 Patent”),
8 entitled, “System and Method for Automatically Providing Vehicle Status Information”
9 was duly and legally issued by the United States Patent and Trademark Office. A true
10 and correct copy of the ’207 Patent is attached as Exhibit B to this complaint.

11 10. On July 13, 2004 United States Patent No. 6,763,299 (“the ’299 Patent”),
12 entitled, “Notification systems and methods with notifications based upon prior stop
13 locations” was duly and legally issued by the United States Patent and Trademark Office.
14 A true and correct copy of the ’299 Patent is attached as Exhibit C to this complaint.

15 11. Plaintiff is the assignee and owner of the right, title and interest in and to the
16 ’060 Patent, ’207 Patent, and ’299 Patent including the right to assert all causes of action
17 arising under said patents and the right to any remedies for infringement of them.

DEFENDANT’S INFRINGEMENTS

18
19 12. Without license or authorization and in violation of 35 U.S.C. § 271(a),
20 Defendant has infringed and continues to infringe the ’060 Patent, ’207 Patent, and ’299
21 Patents by making, using, offering for sale and/or selling within this district and
22 elsewhere in the United States a computer based notification system that enables
23 communication with a user that is designed to receive delivery of a package and provides
24 a means for requesting entry by user of a package identification number.

25 13. By way of example, Defendant’s ship notice/manifest, sometimes referred to
26 as the Advanced Shipment Notice (ASN), or the 856 EDI document, is generated when a
27 user at a computer system elects to purchase an item via Defendant’s website and enters
28 an email address as part of the purchase process. Defendant explains by purchasing they

1 will be provided “order confirmation” and more importantly “shipment confirmation” by
 2 selecting to purchase from their website. When a user selects a method of shipping when
 3 purchasing an item from Defendant’s website, a user necessarily is required to elect a
 4 shipping method that allows tracking. Once this election is made, and as the order is
 5 processed, shipment confirmations are sent based on a tracking input when the package
 6 starts its route (likely pick-up, placed on conveyer belt and/or scanned out to loading
 7 dock/out of warehouse, etc.) to its destination (delivery address). This process is
 8 evidenced on Defendant’s web page:

9 Control Tower

10 The Eyefreight Control Tower is a single decision-making platform to centralize accountability for transport costs, service quality, and
 11 business performance.

- 12 • Exchange information with all third-party logistics providers at each stage along the supply chain;
- 13 • Gain end-to-end visibility over transport operations;
- 14 • Capture data, extract critical information on transport execution;
- 15 • React in real-time to deviations from planned transportation movements;
- 16 • Ensure the most appropriate distribution option at the lowest cost;
- 17 • Oversee KPIs in a single view; and
- 18 • Gain insight over carrier performance to evaluate trends and pursue advantageous alternatives.

15 Event and Exception Control Management

- 16 • Displays the status of the shipment and proactively notifies users of any deviation from the original transportation plan.
- 17 • Provides track and trace functionality at all stages within shipment execution.

17 Cost Management

- 18 • Extra costs associated with shipment deviations can either be manually entered or calculated automatically by the system.
- 19 • Notification alerts occur in real time for users to approve or reject additional costs.

19 Integration with Logistics Partners

20 Eyefreight is designed to be a *single system of record* for performance KPIs and cost and invoice management. However, we
 21 understand the application is only as good as the data it contains, and we know not all carriers are alike. Therefore, Eyefreight
 22 provides multiple platforms by which carriers and shippers can communicate and provide data, whether exchanging shipment
 23 assignments, relaying shipment status messages, and/or recording shipment events.

- 24 • Supports multiple carrier infrastructure options and various file formats including email, EDI, FTP, CSV, XML, web portal, and/or
 25 mobile applications.
- 26 • Sends Planners all updates, comments, supporting documents, or occurrence alerts during shipment execution.
- 27 • Tracks and stores, in real time, all exceptions during the delivery process (delays, second deliveries, missing products, etc.)
- 28 • Exchanges information with all third party logistics providers at each stage along the transportation network, including reverse
 logistics.

26 <http://eyefreight.com/solutions/what-we-do/control/>

Your Supply Chain at your Fingertips

A Transportation Management System is only as good as the timeliness and accuracy of its data. With Eyefreight Mobile, shippers and carriers receive an up-to-the-minute, 360-degree view of supply chain operations. Regardless of location, all supply chain parties have instant access to TMS data at their fingertips and can exchange information in real time.

Eyefreight Mobile's fast, easy-to-use interface can be customized, and features include:

- View products in transit
- Register collections and deliveries
- Send event alerts and upload images
- Track and trace packages by GPS
- Plan routes via Google maps
- View traffic information
- Scan barcodes
- Sign for receipt
- Upload Proof of Delivery

Your Competitive Advantage in the Palm of your Hand

Get the right product, to the right place, at the right time... from anywhere. Eyefreight is in the Cloud, so there are no server requirements. Simply download Eyefreight Mobile from Google Play onto a smartphone and dramatically improve logistics practices by improving data precision and operations flexibility.

- ➊ Increase customer service levels with real time communication between shipping partners
- ➋ React quickly to unforeseen events
- ➌ Make informed decisions
- ➍ Decrease time and effort involved in managing shipping operations
- ➎ Accelerate data entry

<http://eyefreight.com/solutions/what-we-do/eyefreight-mobile/>

COUNT I – INFRINGEMENT OF U.S. PATENT NO. 6,317,060

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

15. Without license or authorization and in violation of 35 U.S.C. § 271(a), Defendant has infringed and continues to infringe the '060 Patent by making, using, offering for sale and/or selling within this district and elsewhere in the United States, computer-based notification systems and methods which at least provide shipment confirmation of impending deliveries at a user's home or business address via email.

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1 16. Plaintiff is entitled to recover from Defendant the damages sustained by
2 Plaintiff as a result of Defendant's infringement of the '060 Patent in an amount subject
3 to proof at trial, which, by law, cannot be less than a reasonable royalty, together with
4 interest and costs as fixed by this Court under 35 U.S.C. § 284.

5 17. Prior to the filing of this Complaint, Plaintiff, by letter dated April 14, 2016,
6 informed Defendant of Defendant's infringement of the '060 Patent.

7 18. Thus, Defendant has been on notice of the '060 Patent since at least the date
8 it received Plaintiff's letter dated April 14, 2016.

9 19. Upon information and belief, Defendant has not altered its infringing
10 conduct after receiving Plaintiff's letter dated April 14, 2016.

11 20. Upon information and belief, Defendant's continued infringement despite its
12 knowledge of the '060 Patent and the accusations of infringement has been objectively
13 reckless and willful.

14 **COUNT II – INFRINGEMENT OF U.S. PATENT NO. 6,415,207**

15 21. Plaintiff repeats and realleges the allegations of paragraphs 1 through 20 as
16 if fully set forth herein.

17 22. Without license or authorization and in violation of 35 U.S.C. § 271(a),
18 Defendant has infringed and continues to infringe the '207 Patent by making, using,
19 offering for sale and/or selling within this district and elsewhere in the United States, by
20 Defendant's users selecting an Advance Ship Notice that tells the buyer or recipient the
21 contents of a shipment, timing of the shipment, delivery location of the shipment, the
22 mode of transportation and/or other shipment information.

23 23. Plaintiff is entitled to recover from Defendant the damages sustained by
24 Plaintiff as a result of Defendant's infringement of the '207 Patent in an amount subject
25 to proof at trial, which, by law, cannot be less than a reasonable royalty, together with
26 interest and costs as fixed by this Court under 35 U.S.C. § 284.

27 24. Prior to the filing of this Complaint, Plaintiff, by letter dated April 14, 2016,
28 informed Defendant of Defendant's infringement of the '207 Patent.

1 25. Thus, Defendant has been on notice of the '207 Patent since at least the date
2 it received Plaintiff's letter dated April 14, 2016.

3 26. Upon information and belief, Defendant has not altered its infringing
4 conduct after receiving Plaintiff's letter dated April 14, 2016.

5 27. Upon information and belief, Defendant's continued infringement despite its
6 knowledge of the '207 Patent and the accusations of infringement has been objectively
7 reckless and willful.

8 **COUNT III – INFRINGEMENT OF U.S. PATENT NO. 6,763,299**

9 28. Plaintiff repeats and realleges the allegations of paragraphs 1 through 27 as
10 if fully set forth herein.

11 29. Without license or authorization and in violation of 35 U.S.C. § 271(a),
12 Defendant has infringed and continues to infringe the '299 Patent by making, using,
13 offering for sale and/or selling within this district and elsewhere in the United States, by
14 providing a system for automatically reporting the travel status of vehicles in response to
15 requests by users at remote locations.

16 30. Plaintiff is entitled to recover from Defendant the damages sustained by
17 Plaintiff as a result of Defendant's infringement of the '299 Patent in an amount subject
18 to proof at trial, which, by law, cannot be less than a reasonable royalty, together with
19 interest and costs as fixed by this Court under 35 U.S.C. § 284.

20 31. Prior to the filing of this Complaint, Plaintiff, by letter dated April 14, 2016,
21 informed Defendant of Defendant's infringement of the '299 Patent.

22 32. Thus, Defendant has been on notice of the '299 Patent since at least the date
23 it received Plaintiff's letter dated April 14, 2016.

24 33. Upon information and belief, Defendant has not altered its infringing
25 conduct after receiving Plaintiff's letter dated April 14, 2016.

26 34. Upon information and belief, Defendant's continued infringement despite its
27 knowledge of the '299 Patent and the accusations of infringement has been objectively
28 reckless and willful.

PRAYER FOR RELIEF

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

A. An adjudication that Defendant has infringed the '060, '207, and '299 patents;

B. An award of damages to be paid by Defendant adequate to compensate Plaintiff for Defendant's past infringement of the '060, '207, and '299 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 Plaintiff's reasonable attorneys' fees;

D. To the extent Defendant's conduct subsequent to the date of its notice of the '060, '207, and '299 patents is found to be objectively reckless, enhanced damages pursuant to 35 U.S.C. § 284 for its willful infringement of the '060, '207, and '299 patents; and

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

Respectfully submitted,

Dated: June 6, 2016

NEWPORT TRIAL GROUP

By: /s/Tyler J Woods

Tyler J. Woods
Attorney for Plaintiff
Shipping and Transit, LLC

JURY DEMAND

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

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5 Respectfully submitted,

6 Dated: June 6, 2016

NEWPORT TRIAL GROUP

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8 By: /s/Tyler J Woods

9 Tyler J. Woods
10 Attorney for Plaintiff
11 Shipping and Transit, LLC
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