

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

**ROTHSCHILD DIGITAL  
CONFIRMATION, LLC**

**Plaintiff,**

**v.**

**FLEETMATICS USA, LLC;  
FLEETMATICS USA HOLDINGS, INC.;  
and FLEETMATICS USA GROUP  
HOLDINGS, INC.,**

**Defendants.**

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**CIVIL ACTION NO. 2:16-cv-00968**

**JURY TRIAL DEMANDED**

**AMENDED COMPLAINT FOR INFRINGEMENT OF PATENT**

COMES NOW, Plaintiff Rothschild Digital Confirmation, LLC (“RDC” or Plaintiff), through the undersigned attorneys, and respectfully alleges, states, and prays as follows:

**NATURE OF THE ACTION**

1. This is an action for patent infringement under the Patent Laws of the United States, Title 35 United States Code (“U.S.C.”) to prevent and enjoin defendants Fleetmatics USA, LLC, Fleetmatics USA Holdings, Inc., and Fleetmatics USA Group Holdings, Inc., (collectively “Defendants”) from infringing and profiting, in an illegal and unauthorized manner and without authorization and/or of the consent from RDC, from U.S. Patent No. 7,456,872 (the “‘872 patent”, attached hereto as Exhibit “A”) pursuant to 35 U.S.C. § 271, and to recover damages, attorney’s fees, and costs.

**THE PARTIES**

2. Plaintiff RDC is a Texas entity with its principal place of business at 1400 Preston Rd. Ste. 400 Plano, TX 75093-5189.

3. Upon information and belief, defendants Fleetmatics USA, LLC, Fleetmatics USA Holdings, Inc., and Fleetmatics USA Group Holdings, Inc., are entities organized and existing under the laws of the State of Delaware, with a principal place of business at 1100 Winter St. Ste. 4600 Waltham, MA 02451-1453. Upon information and belief, Defendant may be served with process at the Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, DE 78701.

### **JURISDICTION AND VENUE**

4. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because the action arises under the Patent Laws of the United States, 35 U.S.C. §§ 1 *et seq.*

5. This Court has personal jurisdiction over Defendants by virtue of its systematic and continuous contacts with this jurisdiction, as evidenced by Fleetmatics USA Group Holdings, Inc.'s and Fleetmatics USA, LLC's right to transact business in Texas, as well as all Defendants because of the injury to RDC.

6. Defendants are subject to this Court's personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial business and purposeful availment of this forum, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to natural and legal persons in Texas and in this judicial district. Upon information and belief, Defendants, directly and/or through its employees or agents, and/or customers, use accused products, as defined below, with the

knowledge and/or understanding that such accused products are used or will be used in this District. Upon information and belief, Defendants have engaged in substantial and not isolated activity within this District. Therefore, exercise of jurisdiction over Defendants will not offend traditional notions of fair play and substantial justice. Such an exercise is consistent with the Texas long-arm statute.

7. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400(b) because Defendants are subject to personal jurisdiction in this district, have regularly conducted business in this judicial district and certain of the acts complained of herein occurred in this judicial district.

### **JOINDER**

8. Defendants are properly joined under 35 U.S.C. § 299(a)(1) because a right to relief is asserted against the parties jointly, severally, and in the alternative with respect to the same transactions, occurrences, or series of transactions or occurrences relating to the making, using, importing into the United States, offering to sell, and/or selling the same accused products. Specifically, as alleged in detail below, Defendants are alleged to infringe the '872 patent with respect to the same products.

9. Defendants are properly joined under 35 U.S.C. § 299(a)(2). Questions of fact will arise that are common to all defendants, including for example, whether Defendants' products have features that meet the features of one or more claims of the '872 patent, and what reasonable royalty will be adequate to compensate the owner of the '872 patent for their infringement.

10. At least one right to relief is asserted against these parties jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence, or series of

transactions or occurrences relating to the using, offering to sell, or selling of the same accused product and/or process.

### **FACTUAL ALLEGATIONS**

#### ***The '872 Patent***

11. On November 25, 2008, the United States Patent and Trademark Office (“USPTO”) duly and legally issued the ‘872 patent, entitled “Device and method for embedding and retrieving information in digital images” after a full and fair examination. (Exhibit A).

12. RDC is presently the owner of the patent, having received all right, title and interest in and to the ‘872 patent from the previous assignee of record. RDC possesses all rights of recovery under the ‘872 patent, including the exclusive right to recover for past infringement.

13. The ‘872 patent contains two independent claims and thirty-seven dependent claims.

14. The ‘872 patent claims locational image devices and methods for verifying an assignment of a user.

15. Defendants commercialize, *inter alia*, locational image software for devices that include each and every element and/or performs each and every step of at least one claim of the ‘872 patent.

#### ***Defendants' Products***

16. The accused products include, but are not limited to, the “Fleetmatics Work” application (the “Accused Product”). At least during testing, the Accused Product comprises a locational image verification device (e.g., a mobile device installed with Fleetmatics Work Mobile application and enabled with camera and location services such as GPS) for verifying an assignment of a user (e.g., the job assigned to the user from his/her company).

17. At least during testing, the Accused Product includes a user verification module (e.g., the Fleetmatics Work application on the mobile device) for verifying an identity of a user of the device (e.g. the login details that verify the identity of the user using the mobile device).

18. At least during testing of the Accused Product, and upon verification of the user (e.g. after providing the login details), the user verification module (e.g., the Fleetmatics Work application on the mobile device) enables operation of the device and provides an assignment to the user (e.g. the job assigned to the user from his/her company).

19. At least during testing, the Accused Product includes a capture module (e.g., the camera on the mobile device) for capturing an image relating to the (e.g., capture photos of job sites, parts or any other important details) and creating a digital image file (e.g. the image created in form of .jpeg, .png, etc.); wherein the user verification module (e.g., the Fleetmatics Work application on the mobile device) verifies the identity of the user of the device at a time of the image capture (e.g., the identity of the fieldworker is associated with the captured image and the job ID).

20. At least during testing, the Accused Product includes a locational information module (e.g., GPS provided in the mobile device running the Fleetmatics Work application) for determining a location of the device when capturing the image (e.g., the mobile device uses the location services for determining the location of the device). Furthermore, the Accused Product includes a date and time module (e.g. Fleetmatics Work Mobile application) for determining a date (e.g. “application shows the date) and time (e.g., application shows the time) of the image capture (e.g. photo captured by device).

21. At least during testing, the Accused Product includes a processing module (e.g., the processor of the mobile device) for associating the assignment (e.g., the job code), the user identity

(e.g., fieldworker name), location information (e.g., background services used by Fleetmatics Work Mobile application to track the location of the fieldworker) and the time and date to the digital image file (e.g., image captured by the fieldworker using the device's camera, which will be reflected at the backend in the document section with time and date).

22. The Accused Product includes an encryption module for encrypting the digital image file and associated information upon image capture (e.g., technical measures taken by Fleetmatics Work to protect information from unauthorized access, use, alteration and destruction).

23. The elements described in paragraphs 16-23 are covered by at least claims 1 of the '872 patent. Such combination of elements can only be used in a way that infringes the '872 patent. Thus, Defendant's use of the Accused Product is enabled by the device described in the '872 patent.

### **INFRINGEMENT OF THE '872 PATENT**

24. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 to 23.

25. In violation of 35 U.S.C. § 271, Defendant is now, and has been directly and indirectly infringing the '872 patent.

26. Defendants have had knowledge of infringement of the '872 patent at least as of the service of the present complaint.

27. Defendants have directly infringed and continue to directly infringe at least claim 1 of the '872 patent by using the Accused Product without authority in the United States, and will continue to do so unless enjoined by this Court. As a direct and proximate result of Defendants' direct infringement of the '872 patent, Plaintiff has been and continues to be damaged.

28. Defendants have indirectly infringed and continue to indirectly infringe at least claim 1 of the '872 patent by actively inducing its respective customers, users, and/or licensees to directly infringe by using, selling, offering to sell and/or importing the Accused Product. Defendants engaged or will have engaged in such inducement having knowledge of the '872 patent. Furthermore, Defendants knew or should have known that its action would induce direct infringement by others and intended that its actions would induce direct infringement by others. For example, Defendants sell, offer to sell and advertise the Accused Product through websites or digital distribution platforms that are available in Texas, specifically intending that its customers use it on mobile devices.<sup>1</sup> Furthermore, Defendants' customers' use of the Accused Product is facilitated by the use of the device and method described in the '872 patent. As a direct and proximate result of Defendants' indirect infringement by inducement of the '872 patent, Plaintiff has been and continues to be damaged.

29. By engaging in the conduct described herein, Defendants have injured RDC and is thus liable for infringement of the '872 patent, pursuant to 35 U.S.C. § 271.

30. Defendants have committed these acts of infringement without license or authorization.

31. As a result of Defendants' infringement of the '872 patent, RDC has suffered monetary damages and is entitled to a monetary judgment in an amount adequate to compensate for Defendants' past infringement, together with interests and costs.

32. RDC will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court. As such, RDC is entitled to compensation for any continuing

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<sup>1</sup> <https://www.fleetmatics.com.au/work>;  
<https://itunes.apple.com/us/app/fleetmatics-work-mobile/id411137111?mt=8>;  
[https://play.google.com/store/apps/details?id=c2f.pkg.c2f\\_fw&hl=en](https://play.google.com/store/apps/details?id=c2f.pkg.c2f_fw&hl=en).

and/or future infringement up until the date that Defendants are finally and permanently enjoined from further infringement.

**DEMAND FOR JURY TRIAL**

33. RDC demands a trial by jury of any and all causes of action.

**PRAYER FOR RELIEF**

WHEREFORE, RDC prays for the following relief:

1. That Defendants be adjudged to have infringed the '872 patent, directly and/or indirectly, by way of inducement, literally and/or under the doctrine of equivalents;

2. That Defendants, their officers, directors, agents, servants, employees, attorneys, affiliates, divisions, branches, parents, and those persons in active concert or participation with any of them, be permanently restrained and enjoined from directly and/or indirectly infringing the '872 patent;

3. An award of damages pursuant to 35 U.S.C. §284 sufficient to compensate RDC for the Defendants' past infringement and any continuing or future infringement up until the date that Defendants are finally and permanently enjoined from further infringement, including compensatory damages;

4. An assessment of pre-judgment and post-judgment interest and costs against Defendants, together with an award of such interest and costs, in accordance with 35 U.S.C. §284;

5. That Defendants be directed to pay enhanced damages, including RDC's attorneys' fees incurred in connection with this lawsuit pursuant to 35 U.S.C. §285; and

6. That RDC have such other and further relief as this Court may deem just and proper.



Dated: October 4, 2016

Respectfully Submitted,

By: /s/Eugenio J. Torres-Oyola

Eugenio J. Torres-Oyola

USDC No. 215505

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**ATTORNEYS FOR PLAINTIFF  
ROTHSCHILD DIGITAL  
CONFIRMATION, LLC**

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed. R. Civ. P. 5(d) and Local Rule CV-5(d) and (e), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by email, on this the 4<sup>th</sup> day of October, 2016.

/s/ Eugenio J. Torres-Oyola  
Eugenio J. Torres Oyola