

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

**ORTHOSIE SYSTEMS, LLC,**

**Plaintiff,**

**v.**

**SKYPATROL, LLC;**

**Defendant.**

**CIVIL ACTION NO.: 4:16-cv-997**

**JURY TRIAL DEMANDED**

**AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

1. This is an action for patent infringement in which Orthosie Systems, LLC (“OS” or “Plaintiff”), makes the following allegations against Skypatrol, LLC (“Skypatrol” or “Defendant”).

**PARTIES**

2. Plaintiff Orthosie Systems, LLC (“Plaintiff” or “OS”) is a Texas limited liability company with a principal place of business at 1333 W. McDermott Drive, Suite 200, Allen, Texas 75013. Plaintiff’s president is Daniel F. Perez.

3. On information and belief, Skypatrol is a Florida company having a principal place of business at 3055 NW 84th Avenue, Miami, FL 33122. Skypatrol does not appear to have a Registered Agent for service of process in Texas. Skypatrol’s Registered Agent for service of process in Florida is Robert D. Rubin, 3055 NW 84th Avenue, Miami, FL 33122.

**JURISDICTION AND VENUE**

4. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. Venue is proper in this district under 28 U.S.C. §§ 1391(c) and 1400(b). Plaintiff’s principal place of business is within this district. On information and belief, Defendant

has transacted business in this district, and has committed acts of patent infringement in this district.

6. On information and belief, Defendant is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial business in 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 individuals in Texas and in this Judicial District.

7. On information and belief, Defendant has transacted or conducted business with companies in the State of Texas.

8. On information and belief, Defendant has or had products designed or manufactured in Dallas, Texas.

9. On information and belief, Defendant attended trade shows in Dallas and Fort Worth, Texas.

10. On information and belief, Defendant has transacted or conducted business with companies in the Eastern District of Texas.

11. On information and belief, Defendant's infringing products and systems have been operated or otherwise utilized in the Eastern District of Texas.

**COUNT I**  
**INFRINGEMENT OF U.S. PATENT NO. 7,430,471**

12. Plaintiff is the owner by assignment of the valid and enforceable United States Patent No. 7,430,471 ("the '471 Patent") entitled "Method and System for Monitoring a Vehicle" – including all rights to recover for past and future acts of infringement. The '471 Patent issued on September 30, 2008. A true and correct copy of the '471 Patent is attached as Exhibit A.

13. Upon information and belief, the Defendant – either directly, or through agents including distributors, wholesalers, partners, contractors, retailers, employees, divisions, branches, subsidiaries, parents or suppliers – made, had made, used, operated, imported, provided, supplied, distributed, offered for sale, sold, or rented GPS tracking hardware or devices (collectively, "Skypatrol Tracking Devices").

14. Upon information and belief, the Defendant's Skypatrol Tracking Devices include, but are not limited to, the following devices – SP3400C; SP3801; SP3600 Series; SP8502; SP8801; SP4600 Series; SP5600 Series; SP7600 Series; SP8600 Series; SP9600 Series; ST7200; ST8050; TT8750N+; TT8760; TT8850; TT8950; SP7401; and SP4201.

15. Upon information and belief, the Defendant makes, had made, produces, provided, used, operated, supplies, supplied, distributes, distributed, offered for sale, sold, offered for subscription, licenses, licensed, or otherwise charges money for use of or access to cloud-based, software as a service (SaaS) and mobile device applications that include, but are not limited to, Skypatrol's Defender, Protek+, and Fleet Command tracking management platform(s) ("Skypatrol Tracking Software").

16. Upon information and belief, the Defendant makes, had made, produces, provided, used, operated, supplies, supplied, distributes, or distributed Skypatrol Tracking Software in mobile application format ("Skypatrol Mobile Application").

17. Upon information and belief, a Skypatrol Mobile Application is designed and produced to be installed on a mobile communication device, and must be installed on a mobile communication device to be operable.

18. Upon information and belief, a Skypatrol Mobile Application causes a mobile communication device to transmit and receive data via server computers owned, operated, controlled or maintained by Defendant, or for Defendant's exclusive use ("Skypatrol Servers").

19. Upon information and belief, a Skypatrol Mobile Application commands operative control of a mobile communication device's GPS and telecommunication systems – sending and receiving command and data signals to and from those systems.

20. Upon information and belief, a Skypatrol Mobile Application requires a mobile communication device user to enter identification or login credentials through the Skypatrol Mobile Application in order to access that application's operational user interface.

21. Upon information and belief, Skypatrol Tracking Software is software or other machine-readable code loaded onto or accessed by a mobile communications device, or a desktop computing device, laptop computing device, tablet computing device, or other mobile computing device ("Computing Device").

22. Upon information and belief, Skypatrol Tracking Software causes a Computing Device to transmit and receive signals and data via Skypatrol Servers.

23. Upon information and belief, once an end-user purchases or otherwise pays for access to Skypatrol Tracking Software, an account is established within Skypatrol Servers for that end-user.

24. Upon information and belief, Skypatrol Tracking Software requires an end-user to enter identification or login credentials, via Skypatrol Servers, in order to access account data or use Skypatrol Tracking Software.

25. Upon information and belief, Skypatrol Tracking Software requires an end-user to access or organize data using menus, fields, and forms preconfigured by Skypatrol.

26. Upon information and belief, Skypatrol Tracking Software prompts an end-user to enter data in a manner predefined by Skypatrol, using interactive prompts or instructions communicated to the end-user by an application user interface.

27. Upon information and belief, Skypatrol Tracking Software prompts an end-user to populate predefined data fields in a manner predefined by Skypatrol, using interactive prompts or instructions communicated to the end-user by the application user interface.

28. Upon information and belief, Skypatrol Tracking Software is accessed on a mobile communication device, or Computing Device, rendering that device a management platform under the control of Skypatrol ("Skypatrol Management Platform").

29. Upon information and belief, Skypatrol sends, receives and stores data for users of Skypatrol Management Platforms via Skypatrol Servers.

30. Upon information and belief, Skypatrol maintains data for a user of Skypatrol Management Platforms on Skypatrol Servers using an account number or customer identifier associated with that user ("Customer ID").

31. Upon information and belief, a user of a Skypatrol Management Platform in conjunction with a Skypatrol Tracking Device: 1) pays Skypatrol for access to Skypatrol Tracking Software; 2) is associated with a Customer ID on Skypatrol Servers; 3) accesses Skypatrol Tracking Software via a Skypatrol Server; 4) accesses and enters data in a format

predefined by Skypatrol; and 5) receives and sends data, via a Skypatrol Server, from and to a Skypatrol Tracking Device, which operates under the control of Skypatrol.

32. Upon information and belief, Skypatrol Management Platforms, Skypatrol Tracking Software, Skypatrol Mobile Applications and Skypatrol Tracking devices (collectively, “Skypatrol Tracking Systems”) are all operated under the direction and control of Skypatrol.

33. Upon information and belief, a Skypatrol Tracking Device is disposed on, in or around a vehicle or other asset.

34. Upon information and belief, a Skypatrol Tracking Device wirelessly communicates signals indicating movement of an asset to a Skypatrol Management Platform via a Skypatrol Server.

35. Upon information and belief, a Skypatrol Tracking Device wirelessly communicates signals indicating idling or stopping of an asset to a Skypatrol Management Platform via a Skypatrol Server.

36. Upon information and belief, a Skypatrol Tracking Device wirelessly communicates signals indicating location of an asset to a Skypatrol Management Platform via a Skypatrol Server.

37. Upon information and belief, a Skypatrol Tracking Device wirelessly communicates signals indicating speed of an asset to a Skypatrol Management Platform via a Skypatrol Server.

38. Upon information and belief, a Skypatrol Tracking Device wirelessly communicates signals indicating operational information of an asset to a Skypatrol Management Platform via a Skypatrol Server.

39. Upon information and belief, a Skypatrol Tracking Device wirelessly communicates signals identifying an operator of an asset to a Skypatrol Management Platform via a Skypatrol Server.

40. Upon information and belief, a Skypatrol Tracking Device wirelessly communicates signals characterizing an operator’s use or operation of an asset to a Skypatrol Management Platform via a Skypatrol Server.

41. Upon information and belief, Skypatrol Tracking Software causes a Skypatrol Management Platform user device to receive signals from a Skypatrol Tracking Device via a Skypatrol Server.

42. Upon information and belief, Skypatrol Tracking Software causes a Skypatrol Management Platform user device to transmit signals to a Skypatrol Tracking Device via a Skypatrol Server.

43. Upon information and belief, Skypatrol Tracking Software causes a Skypatrol Management Platform user device to receive signals from a Skypatrol Tracking Device indicating movement of an asset via a Skypatrol Server.

44. Upon information and belief, Skypatrol Tracking Software causes a Skypatrol Management Platform user device to receive signals from a Skypatrol Tracking Device indicating location of an asset, via a Skypatrol Server.

45. Upon information and belief, Skypatrol Tracking Software causes a Skypatrol Management Platform user device to receive signals from a Skypatrol Tracking Device indicating speed of an asset, via a Skypatrol Server.

46. Upon information and belief, Skypatrol Tracking Software causes a Skypatrol Management Platform user device to receive signals from a Skypatrol Tracking Device indicating operational information of an asset, via a Skypatrol Server.

47. Upon information and belief, Skypatrol Tracking Software causes a Skypatrol Management Platform user device to receive signals from a Skypatrol Tracking Device identifying an operator of an asset, via a Skypatrol Server.

48. Upon information and belief, Skypatrol Tracking Software causes a Skypatrol Management Platform user device to exchange landmark identification signals with a Skypatrol Tracking Device, via a Skypatrol Server.

49. Upon information and belief, Skypatrol Tracking Software causes a Skypatrol Management Platform user device to exchange alert signals with a Skypatrol Tracking Device, via a Skypatrol Server.

50. Upon information and belief, Skypatrol Tracking Software causes a Skypatrol Management Platform user device to exchange signals with a Skypatrol Tracking Device, indicating location of an asset in relation to a landmark, via a Skypatrol Server.

51. Upon information and belief, Skypatrol Tracking Systems – operating on and via Skypatrol Servers – cause a Skypatrol Management Platform user device to receive signals from a Skypatrol Tracking Device indicating movement of an asset, under the direction and control of Skypatrol.

52. Upon information and belief, Skypatrol Tracking Systems – operating on and via Skypatrol Servers – cause a Skypatrol Management Platform user device to receive signals from a Skypatrol Tracking Device indicating location of an asset, under the direction and control of Skypatrol.

53. Upon information and belief, Skypatrol Tracking Systems – operating on and via Skypatrol Servers – cause a Skypatrol Management Platform user device to receive signals from a Skypatrol Tracking Device indicating speed of an asset, under the direction and control of Skypatrol.

54. Upon information and belief, Skypatrol Tracking Systems – operating on and via Skypatrol Servers – cause a Skypatrol Management Platform user device to receive signals from a Skypatrol Tracking Device indicating operational information of an asset, under the direction and control of Skypatrol.

55. Upon information and belief, Skypatrol Tracking Systems – operating on and via Skypatrol Servers – cause a Skypatrol Management Platform user device to receive signals from a Skypatrol Tracking Device identifying an operator of an asset, under the direction and control of Skypatrol.

56. Upon information and belief, Skypatrol Tracking Systems – operating on and via Skypatrol Servers – cause a Skypatrol Management Platform user device to exchange landmark identification signals with Skypatrol Tracking Device, under the direction and control of Skypatrol.

57. Upon information and belief, Skypatrol Tracking Systems – operating on and via Skypatrol Servers – cause a Skypatrol Management Platform user device to exchange landmark location signals with a Skypatrol Tracking Device, under the direction and control of Skypatrol.

58. Upon information and belief, Skypatrol Tracking Systems – operating on and via Skypatrol Servers – cause a Skypatrol Management Platform user device to exchange alert signals with Skypatrol Tracking Device, under the direction and control of Skypatrol.

59. Upon information and belief, Skypatrol Tracking Systems – operating on and via Skypatrol Servers – cause a Skypatrol Management Platform user device to exchange signals with Skypatrol Tracking Device, indicating location of an asset in relation to a landmark, under the direction and control of Skypatrol.

60. Upon information and belief, Skypatrol Tracking Software provides a Skypatrol Management Platform user device with a central monitoring or control interface.

61. Upon information and belief, users, customers, subscribers, or operators of Skypatrol Tracking Devices and Skypatrol Tracking Software are under the direction and control of Skypatrol while operating Skypatrol Tracking Software and Skypatrol Tracking Devices, via Skypatrol Servers.

62. All steps of the claimed methods in the ‘471 Patent are performed by a Skypatrol Tracking System via a Skypatrol Server, under the direction and control of Skypatrol.

63. All steps of the claimed methods in the ‘471 Patent are attributable to Skypatrol by virtue of a Skypatrol Tracking System operating on Skypatrol Servers, under the direction and control of Skypatrol.

64. Upon information and belief, any Skypatrol Tracking Software is operable in conjunction with any Skypatrol Tracking Device, via a Skypatrol Server.

65. Defendant has had actual knowledge of its infringement of the ‘471 Patent at least since the date Defendant was served with this complaint. All infringing activity since that date has been knowing and willful.

66. Upon information and belief, users, customers, subscribers, and/or operators of Skypatrol’s Tracking Systems are under the direction and control of Skypatrol while utilizing Skypatrol’s Tracking Systems.



67. Upon information and belief, the Defendant's Skypatrol Tracking Systems infringe one or more claims of the '471 Patent, and Defendant is therefore liable for infringement of the '471 Patent.

**DEMAND FOR JURY TRIAL**

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court enter:

- a. A judgment in favor of Plaintiff that Defendant has directly infringed the '471 Patent;
- b. A permanent injunction enjoining Defendant and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement of the '471 Patent;
- c. A judgment and order requiring Defendant to pay Plaintiff its damages, costs, expenses, and pre-judgment and post-judgment interest for Defendant's infringement of the '471 Patent as provided under 35 U.S.C. § 284;
- d. An award to Plaintiff for enhanced damages resulting from the knowing and deliberate nature of Defendant's prohibited conduct with notice being made at least as early as the service date of this complaint, as provided under 35 U.S.C. § 284;
- e. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Plaintiff its reasonable attorneys' fees; and
- f. Any and all other relief to which Plaintiff may show itself to be entitled.

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Dated: March 17, 2017

Respectfully Submitted,

By: /s/ Ronald W. Burns

Ronald W. Burns

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