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7 WEST VIEW RESEARCH, LLC

8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
10

11 WEST VIEW RESEARCH, LLC, a
12 California Limited Liability
Company,

13 Plaintiff,

14 v.

15 REACHNOW, LLC, a Delaware
16 Limited Liability Company,

17 Defendant.

CASE NO. '17CV0862 AJB JLB

**COMPLAINT FOR PATENT
INFRINGEMENT**

JURY TRIAL DEMANDED

This is an action for patent infringement in which Plaintiff West View Research, LLC (“West View Research” or “Plaintiff”) makes the following allegations against Defendant REACHNOW, LLC (“ReachNow” or “Defendant”) as follows:

THE PARTIES

1. Plaintiff West View Research is a limited liability company organized under the laws of the State of California with a principal place of business at 16644 West Bernardo Drive, Suite 201-A, San Diego, California 92127.

2. Upon information and belief, Defendant ReachNow, LLC is a limited liability company organized under the laws of Delaware with its principal place of business at 2118 3rd Avenue, Seattle, Washington 98121 and a registered agent at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

3. Upon information and belief, Defendant ReachNow, LLC changed its name from BMW Car Sharing, LLC to ReachNow, LLC on or about March 11, 2016, as evidenced by the following screen shot obtained from the State of Delaware Division of Corporations website on April 25, 2017 at <https://icis.corp.delaware.gov/Ecorp/EntitySearch/EntitySearchStatus.aspx?i=5152465&d=y> :

Entity Details

File Number:	5152465	Incorporation Date / F-Formation Date:	5/11/2012 (mm/dd/yyyy)
Entity Name:	REACHNOW, LLC		
Entity Kind:	Limited Liability Company	Entity Type:	General
Residency:	Domestic	State:	DELAWARE
Status:	Good Standing	Status Date:	5/10/2012

TAX INFORMATION

Last Annual Report Filed:	0	Tax Due:	\$ 0
Annual Tax Assessment:	\$ 300	Total Authorized Shares:	

REGISTERED AGENT INFORMATION

Name:	THE CORPORATION TRUST COMPANY		
Address:	CORPORATION TRUST CENTER 1209 ORANGE ST		
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19801
Phone:	302-658-7581		

FILING HISTORY (Last 5 Filings)

Seq	Description	No. of pages	Filing Date (mm/dd/yyyy)	Filing Time	Effective Date (mm/dd/yyyy)
1	Amendment Name BMW CAR SHARING, LLC	1	3/11/2016	11:26 AM	3/11/2016
2	LLC	1	5/10/2012	10:52 AM	5/11/2012

4. Upon information and belief, Defendant ReachNow, LLC (formerly BMW Car Sharing, LLC) filed a Statement of Information with the Secretary of State for the State of California on or about September 27, 2016 (partially reproduced below, indicating its business address as 2118 3rd Avenue Seattle, Washington 98121, and the location of its California Office at 818 West 7th Street, Los Angeles, California 90017.

16-768730

FILED
Secretary of State
State of California
SEP 27 2016

Secretary of State
Statement of Information
(Limited Liability Company)

3 LLC-12

IMPORTANT — Read instructions before completing this form.

Filing Fee - \$20.00

Copy Fees – Face Page \$1.00 & .50 for each attachment page;
Certification Fee - \$5.00

This Space For Office Use Only

1. Limited Liability Company Name
BMW Car Sharing, LLC

2. 12-Digit Secretary of State File Number
201214410052

3. State or Place of Organization (only if formed outside of California)
DE

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box 2118 3rd Avenue	City (no abbreviations) Seattle	State WA	Zip Code 98121
b. Mailing Address of LLC, if different than Item 4a PO Box 1227 Attention: Tax Department	City (no abbreviations) Westwood	State NJ	Zip Code 07675-1227
c. Street Address of California Office, if item 4a is not in California - Do not list a P.O. Box C/O C T Corporation-818 West 7th Street	City (no abbreviations) Los Angeles	State CA	Zip Code 90017

5. Upon information and belief, Defendant ReachNow, LLC (formerly BMW Car Sharing, LLC) is currently active within the State of California, per the California Secretary of State website (accessed April 25, 2017):

Results of search for LP/LLC Name keyword "bmw" returned 35 entity records (out of 35 records found).

Show 10 entities per page

Narrow search results: bmw car sh

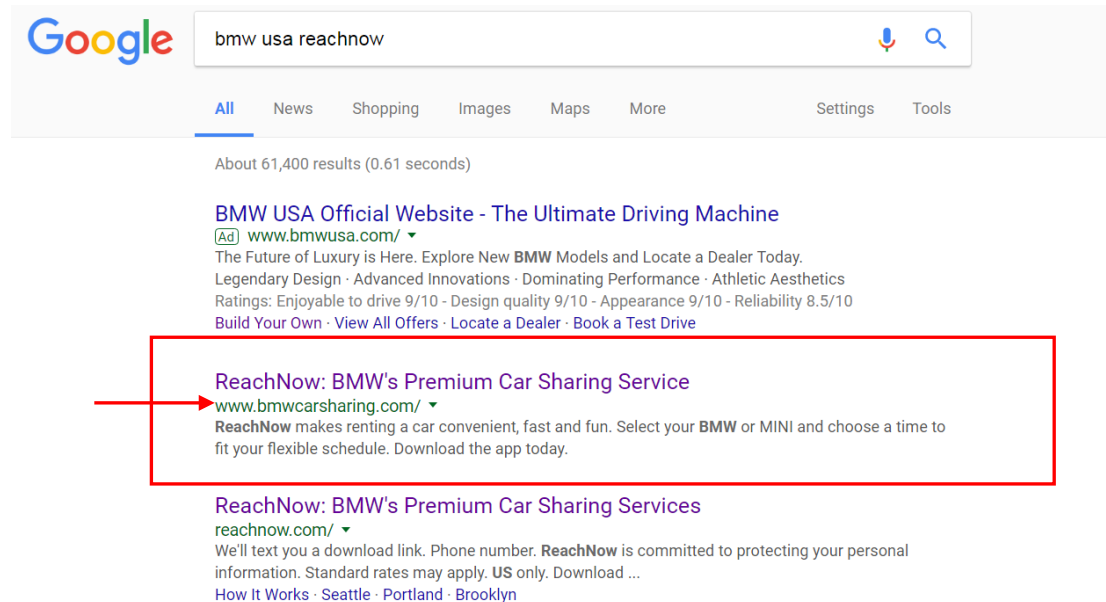
Entity Number	Registration Date	Status	Entity Name	Jurisdiction	Agent for Service of Process
201214410052	05/22/2012	ACTIVE	<u>BMW CAR SHARING, LLC</u>	DELAWARE	C T CORPORATION SYSTEM (C0168406)

Showing 1 to 1 of 1 entities (narrowed from 35 total entities)

Previous 1 Next

See <https://businesssearch.sos.ca.gov/CBS/SearchResults?SearchType=LPLLC&SearchCriteria=bmw&SearchSubType=Keyword>

6. Upon information and belief, the Internet website of Defendant ReachNow, LLC (formerly BMW Car Sharing, LLC) is currently accessed when the URL www.bmwcarsharing.com is entered in the Google search engine (accessed April 25, 2017):



<https://www.google.com/webhp?sourceid=chrome-instant&ion=1&espv=2&ie=UTF-8#q=bmw+usa+reachnow>

JURISDICTION AND VENUE

7. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 1, *et seq.*, including 35 U.S.C. § 271. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

8. This Court has personal jurisdiction over Defendant at least because Defendant is present within or has ongoing and systematic contacts with the United States, the State of California, and the Southern District of California. Defendant has purposefully and regularly availed itself of the privileges of conducting business in the State of California and in the Southern District of California. Plaintiff's claims for relief arise directly from Defendant's business contacts and other activities in the State of California and in the Southern District of California. Defendant has committed acts of patent infringement in this District, and has

1 harmed and continues to harm West View Research in this District, by, among other
2 things, using, selling, offering for sale, and/or importing or distributing infringing
3 products and/or services into this District.

4 9. Specifically, and by way of example, Defendant maintains a corporate
5 office in Southern California, as detailed *infra*.

6 10. Specifically, and by way of example, Defendant advertises and makes
7 its application computer programs (“apps”) available for download to users in the
8 Southern District of California (including San Diego), and instructs such users via
9 its website and other means how to download the apps, as detailed *infra*.

10 11. Specifically, and by way of example, Defendant makes its apps
11 operable in the Southern District of California (including San Diego), and instructs
12 such users via its website and FAQs and other means within the app(s) themselves
13 how to operate the app, including user registration, submission of credit card
14 information, submission of (e.g., California driver license information, etc.), as
15 detailed *infra*.

16 12. Specifically, and by way of example, Defendant makes its apps
17 operable in the Southern District of California (including San Diego) such that a
18 user in San Diego can reserve a vehicle, as detailed *infra*.

19 13. Specifically, and by way of example, Defendant makes its apps
20 operable in the Southern District of California (including San Diego) such that a
21 user in San Diego can be charged for e.g., membership fees, including charging of
22 credit/debit cards linked to bank accounts maintained and originated in San Diego,
23 as detailed *infra*.

24 14. Specifically, and by way of example, Defendant explicitly states that its
25 vehicles can be used anywhere in the United States (including the Southern District
26 of California and San Diego), as detailed *infra*.

27 15. Specifically, and by way of example, Defendant operates a ReachNow
28 vehicle repository at Seattle Tacoma Airport, offering San Diego residents traveling

1 to Seattle the ability to obtain vehicles at the repository (via the apps) for use, as
2 detailed *infra*.

3 16. Specifically, and by way of example, Defendant utilizes RideCell, Inc.
4 (<https://ridecell.com>) located in San Francisco, California as a primary “back end”
5 service provider, including servers located in California and utilized by ReachNow
6 in providing its services to ReachNow users (including those in San Diego), as
7 detailed *infra*.

8 **BACKGROUND**

9 17. West View Research owns all right, title, and interest in U.S. Patent No.
10 9,396,450 (the “’450 patent”) and U.S. Patent No. 9,299,053 (the “’053 patent”)
11 (collectively, the “Patents-in-Suit”).

12 18. Each of the Patents-in-Suit is valid and enforceable.

13 19. West View Research is in compliance with the marking requirements
14 under 35 U.S.C. § 287 in that it has no duty to mark or to give notice in lieu thereof
15 because it is a patent licensing entity and has no products to mark.

16 20. The ’450 patent, entitled “Computerized Apparatus and Methods For
17 Transfer Between Locations,” was duly and legally issued by the United States
18 Patent and Trademark Office on July 19, 2016, after a full and fair examination. A
19 copy of the ’450 patent is attached hereto as Exhibit A.

20 21. The ’053 patent, entitled “Portable Computerized Wireless Apparatus,”
21 was duly and legally issued by the United States Patent and Trademark Office on
22 March 29, 2016, after a full and fair examination. A copy of the ’053 patent is
23 attached hereto as Exhibit B.

24 **LITIGATION HISTORY**

25 22. Plaintiff initiated an action against BMW Manufacturing, LLC, and
26 BMW of North America, LLC on October 17, 2016 alleging infringement of two
27 patents, including the ’053 patent. *See* Case No. 3:16-CV-02590-JLS-AGS. That
28 case is still pending.

23. The '053 patent of the present action was also asserted in Case No. 3:16-CV-02643-JLS-AGS filed October 24, 2016 against Volkswagen Group of America, Inc. d/b/a Audi of America, Inc., hereinafter "VWGoA"). That case is still pending.

24. Prior to Case No. 3:16-CV-02590-JLS-AGS, Plaintiff initiated an action against Bayerische Motoren Werke AG, BMW of North America, LLC, and BMW Manufacturing, LLC, on November 10, 2014 alleging infringement of several patents which did not include either the '053 patent or the '450 patent or any patents related thereto. See Case No. 3:14-cv-02670-CAB-WVG. That case was dismissed with prejudice per Order of the District Court on December 30, 2016, and that dismissal was subsequently affirmed by the Court of Appeals for the Federal Circuit on April 19, 2017. *See* Case No. 2016-1947.

25. The '450 patent of the present action was not asserted in any of the above-listed cases (or any other cases in any jurisdiction). The '450 patent is a family member of the '053 patent, and shares a common specification.

DEFENDANT'S RELEVANT TECHNOLOGY

26. Upon information and belief, Defendant makes, uses, sells, offers for sale, distributes, and/or advertises (including the provision of an interactive website) their infringing products and services, namely services and/or software that include but are not limited to:

(1) All model years (as applicable) of BMW-branded 3-Series, X-models, and i-Series vehicles configured with "ReachNow" functionality and Android app compatibility (hereinafter, "ReachNow BMW Vehicles");

(2) All model years (as applicable) of Mini- or Mini Cooper-branded vehicles configured with "ReachNow" functionality and Android app compatibility (hereinafter, "ReachNow Mini Vehicles");

(3) 2016 and later (all versions, as applicable) Android-based "ReachNow" application computer program (hereinafter, "ReachNow App

1 Products”);

2 (4) 2016 and later (as applicable) ReachNow “Car Sharing” Services
3 (hereinafter, “Car Sharing Services”);

4 (5) 2016 and later (as applicable) ReachNow “Ride” Services (hereinafter,
5 “Ride Services”);

6 (6) 2016 and later (as applicable) ReachNow “Fleet Solutions” Services
7 (hereinafter, “Fleet Services”);

8 (7) 2016 and later (as applicable) ReachNow “Reserve” Services
9 (hereinafter, “Reserve Services”);

10 (8) 2016 and later (as applicable) ReachNow “Share” Services
11 (hereinafter, “Share Services”);

12 (9) 2017 and later (as applicable) ReachNow “Fastlane” Services
13 (hereinafter, “Fastlane Services”);

14 (10) All model years (as applicable) of BMW-branded 3-Series, X-models,
15 and i-Series vehicles configured with “ReachNow” functionality and Android app
16 compatibility, used in conjunction with the ReachNow App Products (hereinafter,
17 “ReachNow BMW Vehicles and App”);

18 (11) All model years (as applicable) of Mini- or Mini Cooper-branded
19 vehicles configured with “ReachNow” functionality and Android app compatibility,
20 used in conjunction with the ReachNow App Products (hereinafter, “ReachNow
21 Mini Vehicles and App”);

22 (12) The ReachNow BMW Vehicles, ReachNow Mini Vehicles,
23 ReachNow App Products, Car Sharing Services, Ride Services, Fleet Services,
24 Reserve Services, Share Services, Fastlane Services, ReachNow BMW Vehicles
25 and App Products, and ReachNow Mini Vehicles and App may be collectively
26 referred to herein as the “Accused Products and Services.”

27 27. The Accused Products and Services directly infringe the Patents-in-Suit
28 in violation of 5 U.S.C. § 271(a).

1 28. Upon information and belief, Defendant owns, operates, and/or controls
2 various Internet websites, including without limitation the URL addresses
3 <http://www.bmwcarsharing.com> and <http://www.reachnow.com> and therefore
4 manages and/or controls the contents displayed thereon.

5 29. Upon information and belief, through the publication and dissemination
6 of marketing and/or promotional materials, detailed operational instructions, on-line
7 instructional and promotional videos, links, or other references to application
8 program download portals such as *e.g.*, “Google Play”, and/or technical assistance,
9 Defendant entices, encourages, instructs, enables, and otherwise aids and abets third
10 parties, including but not limited to Defendant’s customers and technical personnel,
11 Defendant’s agents, vehicle owners, and/or drivers/users of the Accused Products
12 and Services, to use such Accused Products and Services in a manner that directly
13 infringes the Patents-in-Suit.

14 30. Upon information and belief, Defendant, through its ownership and
15 control of the Internet websites <http://www.bmwcarsharing.com> and
16 <http://www.reachnow.com>, (and other related websites), aids and abets the
17 infringement of the ‘450 and ‘053 patents by past, current, and prospective
18 customers, vehicle owners, service personnel, and/or drivers/users of the Accused
19 Products and/or Services, through Defendant’s publication of additional detailed
20 operating instructions, instructional and promotional videos, and press releases
21 concerning the “ReachNow” technologies. Defendant directs the attention of such
22 customers, owners, and/or drivers/users to these instructional, educational,
23 promotional, and tutorial publications, thereby enticing, encouraging and aiding and
24 abetting third parties to use the “ReachNow” features disposed within or in
25 conjunction with the Accused Products and Services, in a manner that directly
26 infringes the ‘450 and ‘053 patents.

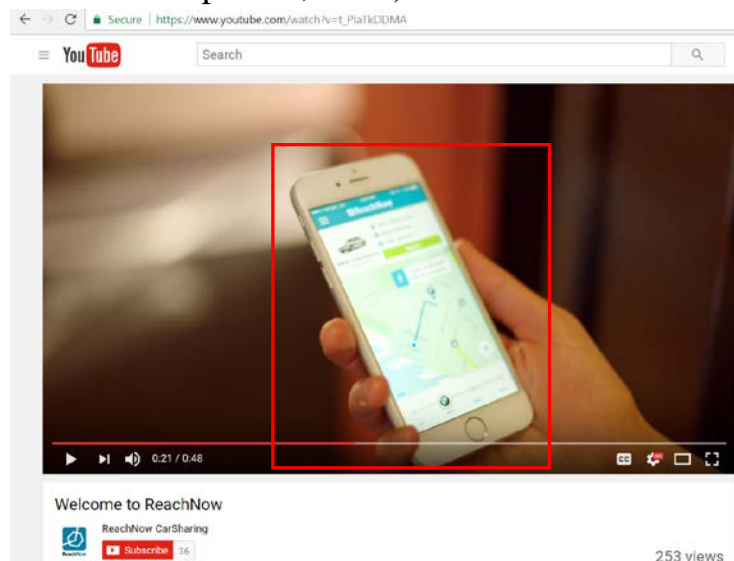
27 31. By way of example, Defendant publishes online resources including
28 account setup, app download, installation, and operating instructions, for the

1 ReachNow technology and Accused Products and Services, at
 2 <https://reachnow.com/en/help/> (a true and correct copy of relevant portions of this
 3 webpage are attached hereto as Exhibit C).

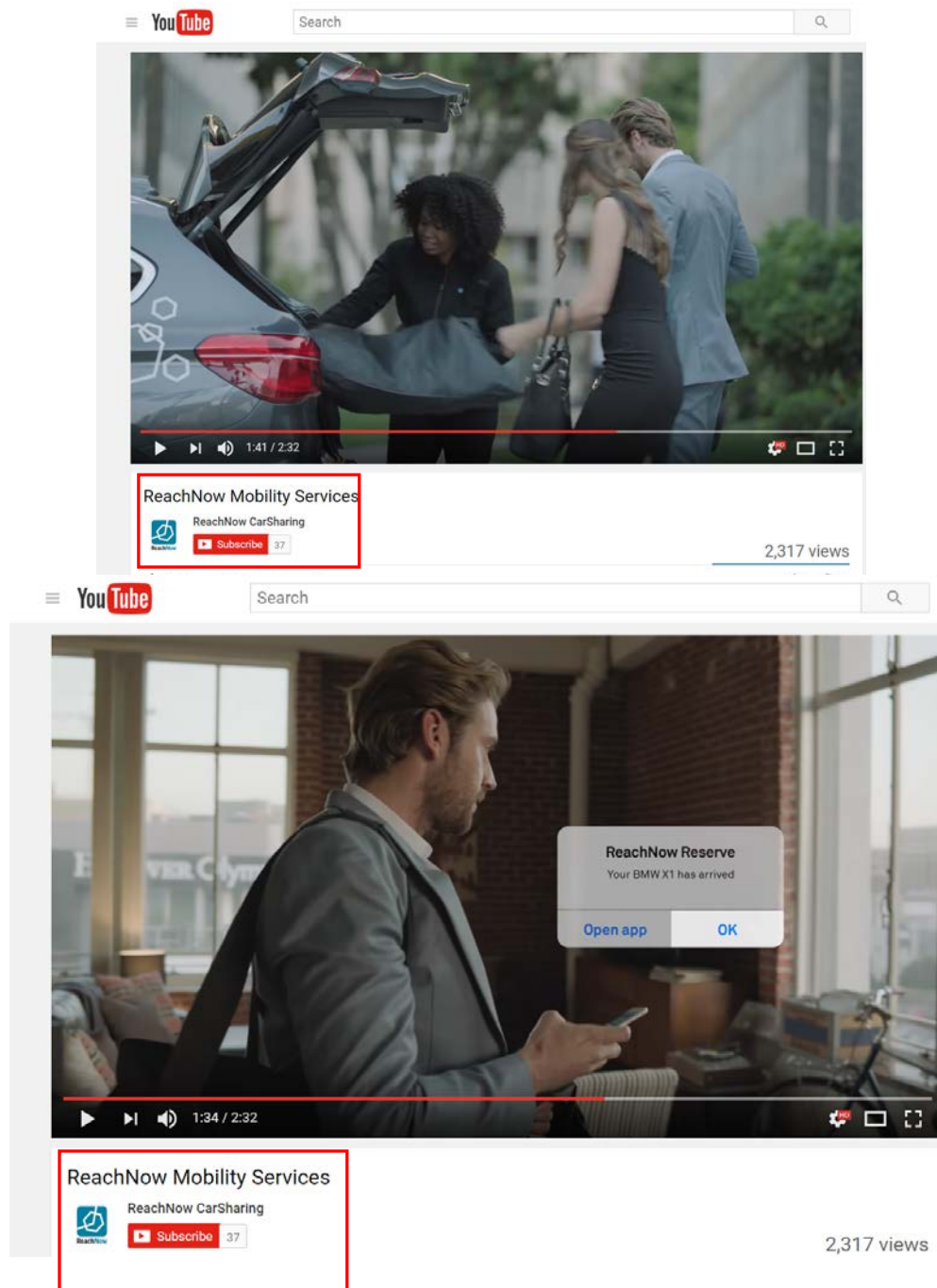
4 32. By way of example, Defendant publishes and distributes user
 5 instructions and manuals for the ReachNow App Products and other Accused
 6 Products and Services within the ReachNow Android-based App (a true and correct
 7 copy of these instructions is attached hereto as Exhibit D).

8 33. By way of example, Defendant publishes and causes publishing press
 9 releases and promotional material highlighting the ReachNow Accused Products and
 10 Services at <https://reachnow.com/en/newsroom> and at [http://bmwforum.bmwusa](http://bmwforum.bmwusa.com/thread/815/expands-premium-sharing-service-reachnow)
 11 [.com/thread/815/expands-premium-sharing-service-reachnow](http://bmwforum.bmwusa.com/thread/815/expands-premium-sharing-service-reachnow) (a true and correct
 12 copy of relevant portions of these webpage are attached hereto as Exhibits E and F
 13 respectively).

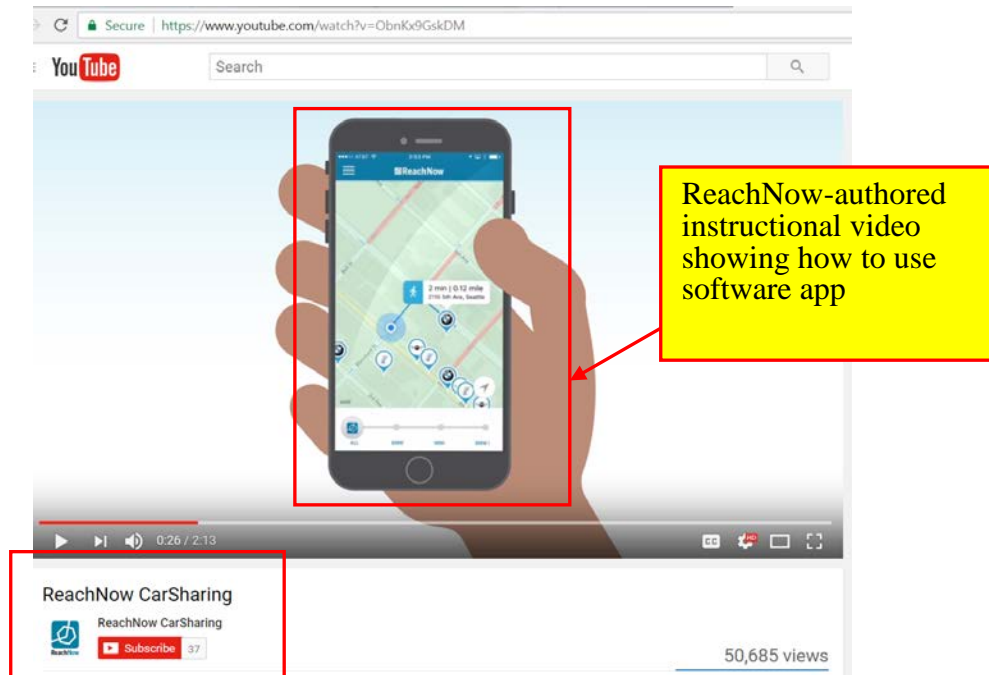
14 34. By way of example, Defendant publishes and causes publishing press
 15 releases and promotional material highlighting the ReachNow Accused Products and
 16 Services at https://www.youtube.com/watch?v=t_PlaTkDDMA (a portion of which
 17 is shown below, accessed on April 25, 2017):



35. By way of example, Defendant publishes and causes publishing press releases and promotional material highlighting the ReachNow Accused Products and Services at <https://www.youtube.com/watch?v=3AsQmQshyGc> (a portion of which is shown below, accessed on April 25, 2017):



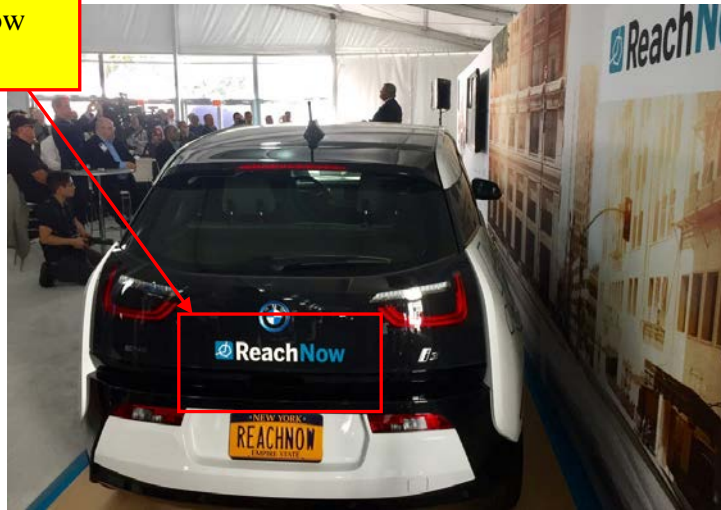
36. By way of example, Defendant publishes and causes the publishing of instructional material instructing users how to use the ReachNow Accused Products and Services at <https://www.youtube.com/watch?v=ObnKx9GskDM> (a portion of which is shown below, accessed on April 25, 2017):



37. By way of example, Defendant conducted a marketing presentation and lecture(s), as well as demonstrations, at the Los Angeles Auto Show in November, 2016, in Los Angeles, California regarding the Accused Products and Services, as evidenced by the following Internet article (and photo of ReachNow BMW Vehicle Product in Southern California) at <http://www.latimes.com/business/la-fi-hy-live-updates-2016-la-auto-show-reachnow-app-bmw-mini-1479237530-htmlstory.html>, (a true and correct copy of relevant portions of this webpage is attached hereto as Exhibit G):

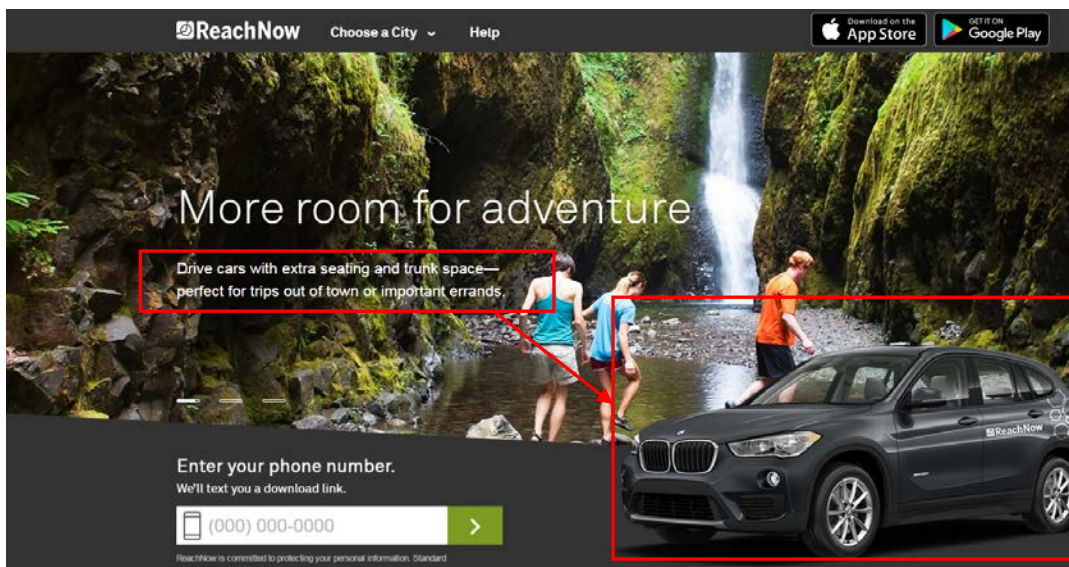
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ReachNow Accused
Product being
demonstrated at Los
Angeles Auto Show
(Nov. 2016)

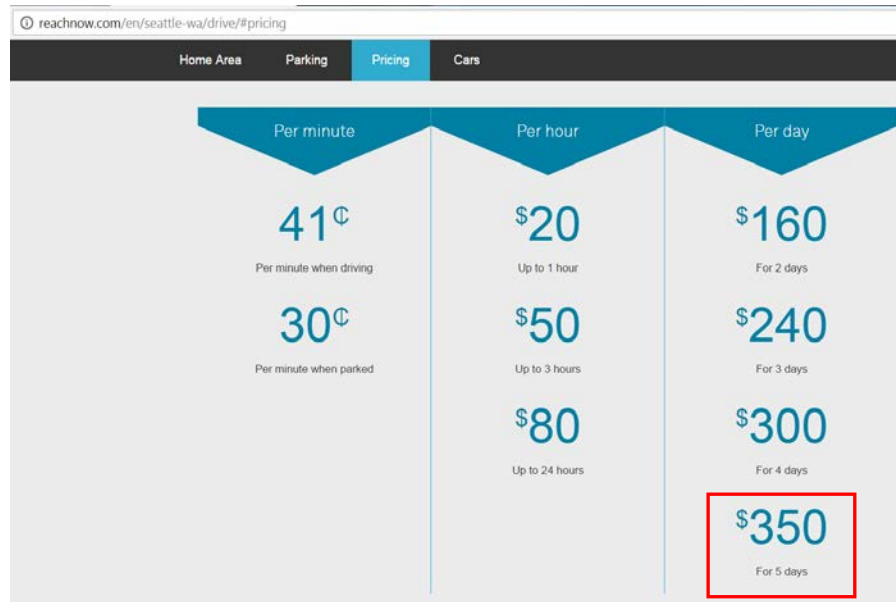


11 “Steve Banfield, chief executive of BMW ReachNow, wants to make one thing
12 clear. ‘We’re not just a ride-sharing service!’ he said at the L.A. Auto Show.”
13 {emphasis added}

14 38. By way of example, Defendant publishes a website that advocates
15 taking their vehicles on trips “out of town” (and hence presumably out of Seattle,
16 Portland, and NYC to destinations including the Southern District of California) at
17 <https://reachnow.com/en/>:

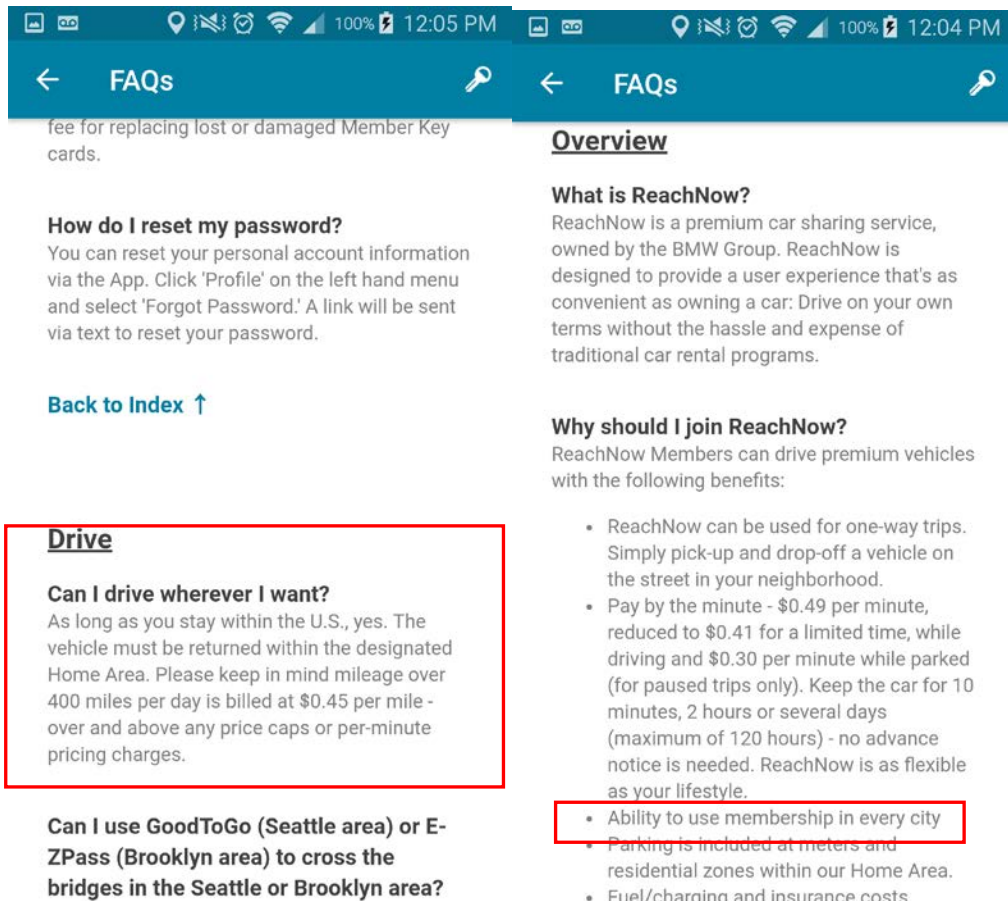


39. Similarly, and by way of example, Defendant publishes a website that provides pricing for up to 5 consecutive days of use (and hence allowing for trips out of Seattle, Portland, and NYC, such as the “out of town” trips referenced *supra*) at <http://reachnow.com/en/seattle-wa/drive/#pricing>:



As noted *infra*, under “Fleet Solutions” agreements, the maximum duration is fourteen (14) days versus five days.

40. Similarly, and by way of example, Defendant contemplates use anywhere in the United States, including Southern California (subject to possible additional charges based on mileage) as set forth in the ReachNow Android App “FAQ’s” (a screen shot of which is shown *infra*):



41. Similarly, and by way of example, Defendant contemplates use anywhere in the United States (subject to possible additional charges based on mileage) as set forth in its Membership Agreement at <http://reachnow.com/en/membership-agreement/> (a true and correct copy of relevant portions of these webpages are attached hereto as Exhibit H, the “Membership Agreement”):

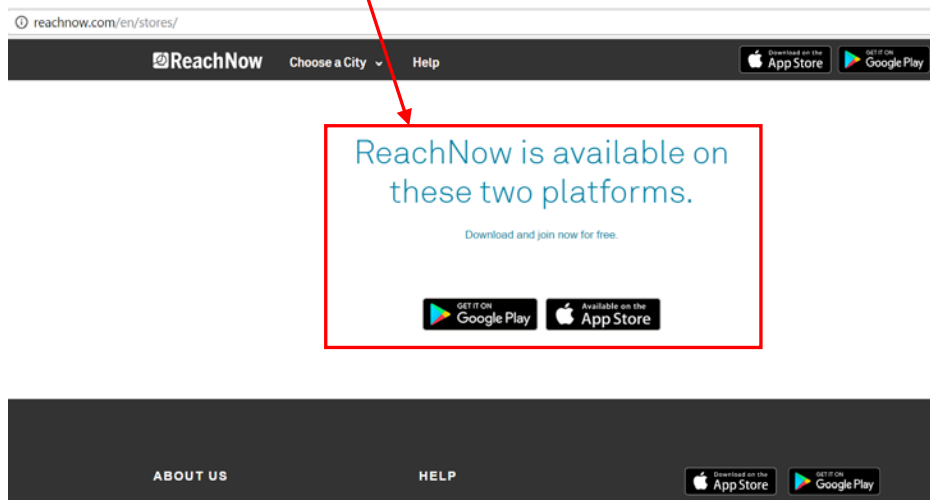
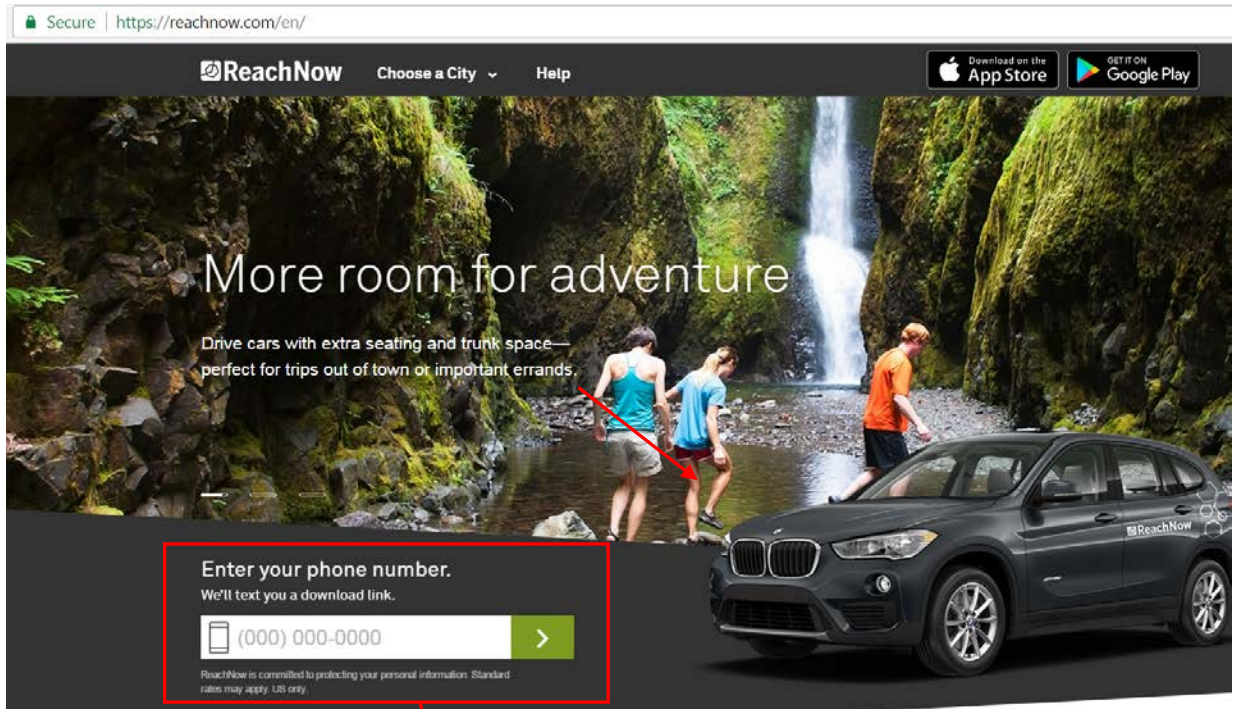
“3.4 Trip Length and Radius. Unless the Reserve Feature is used, the duration of a Trip may not be less than one (1) minute or more than one hundred and twenty (120) hours. Each Trip must begin and end in the “Home Area,” which is the area of the city in which a Trip will begin, as shown on the map in the App and the in-car screen. In no event may a Vehicle leave or be operated outside of the United States. There is a daily mileage cap of the number of miles Member can drive in a Vehicle before additional fees beyond the standard per minute fees or hourly/daily Rate Caps (as described in the Pricing Terms, the “Rate Caps” and each a “Rate Cap”) will be assessed against Member (the “Daily Mileage Cap”). The Daily Mileage Cap

1 is described in the Pricing Terms. If a Daily Mileage Cap is exceeded
2 on a day during a Trip, Member will incur additional costs beyond the
applicable Rate Cap for such Vehicle use.” ...

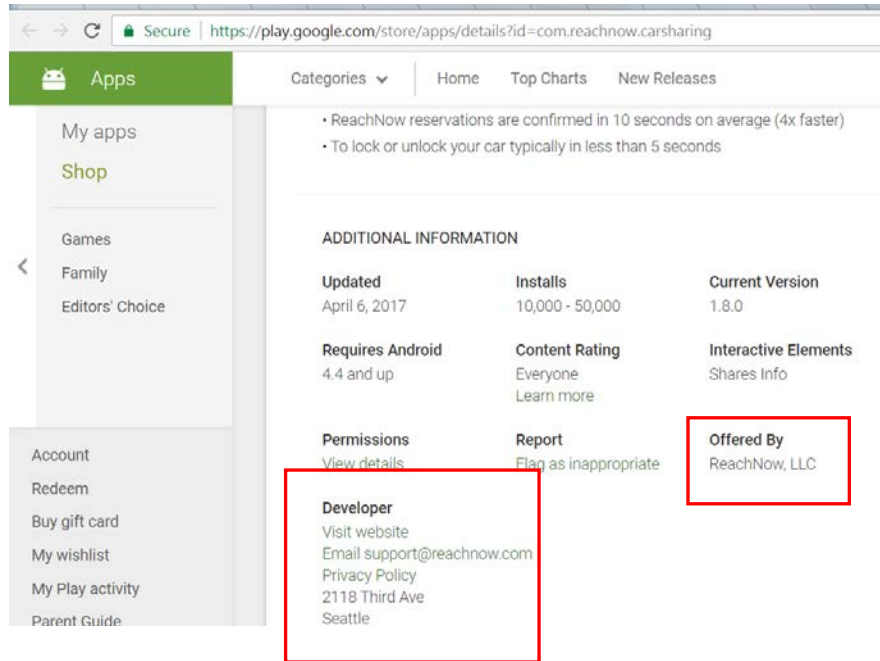
3 “4. Additional Restrictions and Requirements Pertaining to the
4 Use of Fleet Solutions Vehicles.

5 “4.2 Trip Length. The duration of a Trip taken with a Fleet
6 Solutions Vehicle may not be less than one (1) minute or more than
7 fourteen (14) days”{emphasis added}

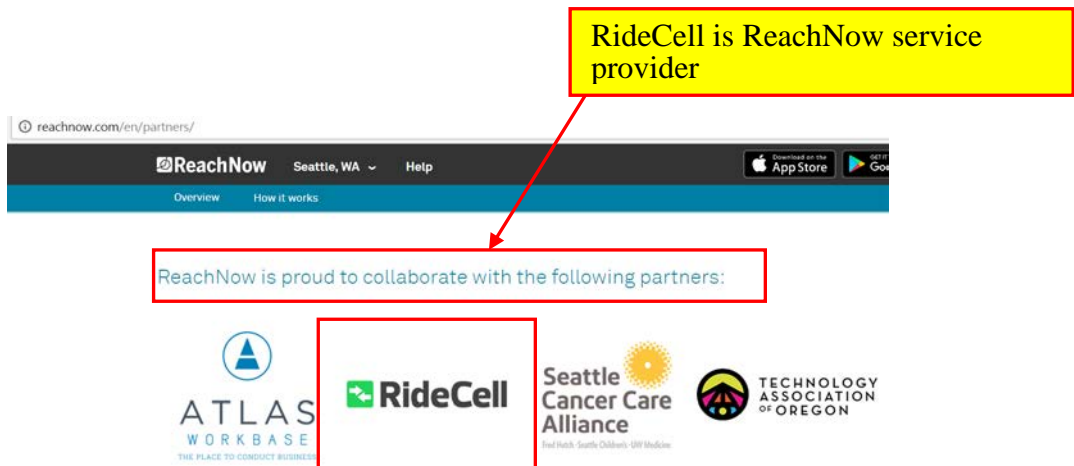
8 42. By way of example, Defendant publishes a website that actively
9 instructs users to insert their phone number (which can include, *inter alia*, those
10 within area codes 619, 760, and 858 of Southern California, as demonstrated via test
11 on April 25, 2017) to receive an active hyperlink via which the user can download
12 the ReachNow app via e.g., the *Google Play* store, at <https://reachnow.com/en/>:



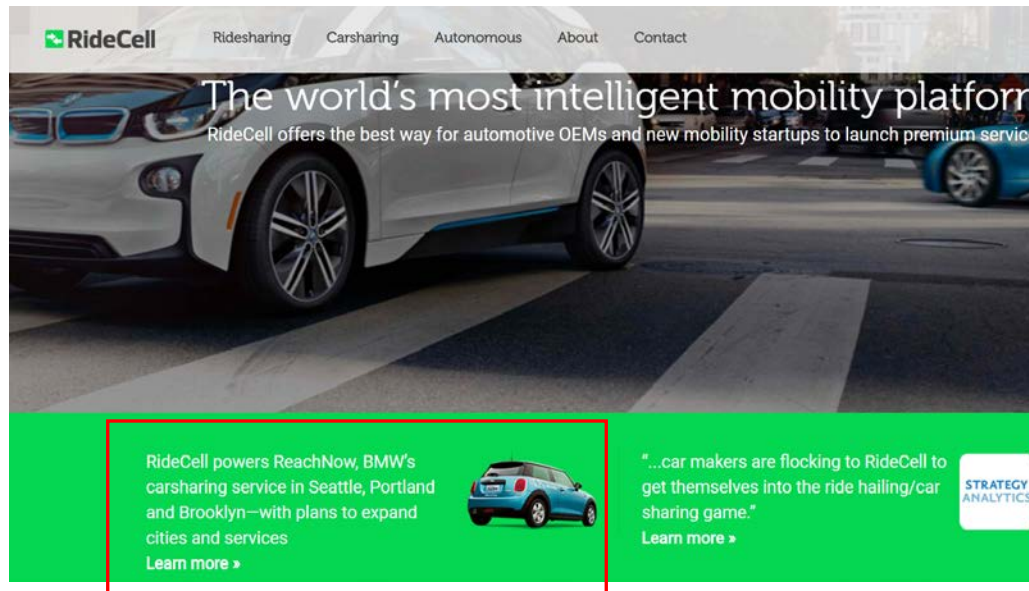
23 43. By way of example, Defendant both: (i) offers, and (ii) acts as software
24 developer for, the Android-based ReachNow App Product as shown at [https://play.
25 google.com/store/apps/details?id=com.reachnow.carsharing](https://play.google.com/store/apps/details?id=com.reachnow.carsharing):
26
27
28



14 44. By way of example, and upon information and belief, Defendant
15 utilizes RideCell, Inc. (<https://ridecell.com>) located in San Francisco, California as
16 a primary “back end” service provider, including servers located in California and
17 utilized by ReachNow in providing its services to ReachNow users (including those
18 in the Southern District of California):



See <http://reachnow.com/en/partners/>



See <https://ridecell.com/>

“General Practices Regarding Use and Storage

You acknowledge that RideCell may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on RideCell's servers on your behalf.” {emphasis added} <https://ridecell.com/terms.html>

“HOW DOES RIDECELL OPERATE?

We provide an on site training and setup support for 3 days. Our software is customized based on how you operate and we can also integrate RideCell within your system. We put in place a private server (VSP) and private database that are hosted at our data center and we take care of the server and database monitoring, maintenance and management. You will receive daily reports with graphical charts. For more details, feel free to contact us and request a demo.” {emphasis added} <https://ridecell.com/faq.html>

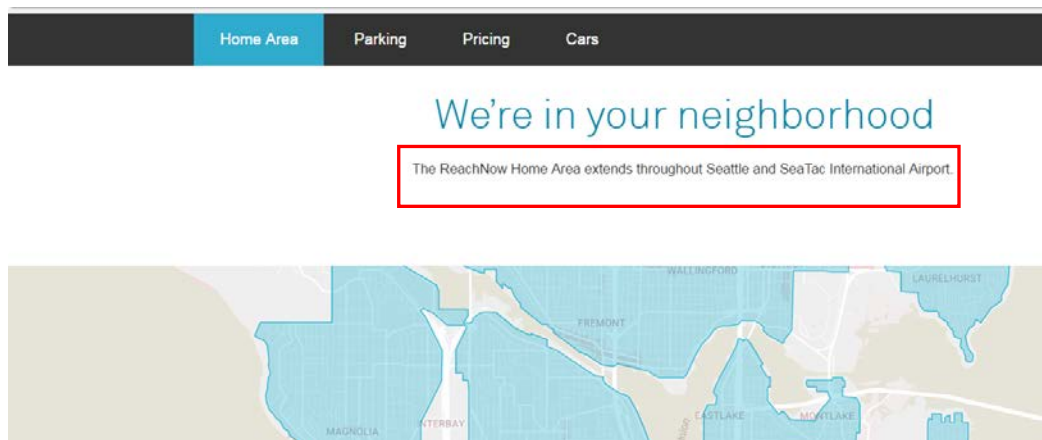
“Ridecell.Com - Info ridecell.com... Site is hosted in San Francisco, CA, 94107, United States and links to network IP address 104.20.80.80.” {emphasis added} <http://ridecell.com.hypestat.com/>

45. Upon information and belief, as a result of Defendant’s active, knowing, intentional, and ongoing efforts that induce infringement of the Patents-in-

Suit, including the '450 and '053 patents, as described herein, substantially all of Defendant's customers and technical personnel, vehicle owners, and/or users/drivers of the Accused Products and Services use and operate the Accused Products and Services in a manner that directly infringes one or more of the Patents-in-Suit, including the '450 patent and '053 patent.

46. Through publication and dissemination of the foregoing materials, as well as others, Defendant actively encourages, solicits, enables, and teaches past, current, and prospective customers, vehicle owners, and/or users/drivers of the Accused Products and Services.

47. Upon information and belief, Defendant operates a ReachNow car sharing facility at Seattle Tacoma International Airport, as indicated at the website page <http://reachnow.com/en/seattle-wa/drive/>:



48. Upon information and belief, Seattle Tacoma International Airport receives approximately twenty (20) inbound flights originated from San Diego, via multiple different air carriers, on a bi-daily basis (i.e., every 12 hours), as indicated at <http://www.flightstats.com/go/FlightStatus/flightStatusByAirport.do>:

(SEA) Seattle-Tacoma International Airport Arrivals

Overview Departures Arrivals Weather Traffic Details

SEA Arrivals: Tue Apr 25 2017 from 12:00PM - 12:00AM

Airport: (SEA) Seattle-Tacoma International Date: Apr 25 2017 Show Codeshares: Yes No

Origin Airport (Optional): (SAN) San Diego Int. San Diego, CA Airline (Optional):

Submit

Previous 12:00PM - 12:00AM Sort By: Scheduled Arrival

Origin	Airline	Flight	Arrival	Status
(SAN) San Diego	Alaska Airlines	81	12:10 PM	Scheduled On-time
(SAN) San Diego	American Airlines	623	12:10 PM	Scheduled On-time
(SAN) San Diego	Emirates	639	12:10 PM	Scheduled On-time
(SAN) San Diego	Southwest	638	2:15 PM	Scheduled On-time
(SAN) San Diego	Alaska Airlines	87	2:18 PM	Scheduled On-time
(SAN) San Diego	American Airlines	613	2:18 PM	Scheduled On-time
(SAN) San Diego	Emirates	637	2:18 PM	Scheduled On-time
(SAN) San Diego	ICELANDAIR	648	2:18 PM	Scheduled On-time
(SAN) San Diego	DELTA	686	2:26 PM	Scheduled
(SAN) San Diego	KLM	637	2:26 PM	Scheduled
(SAN) San Diego	virgin atlantic	636	2:26 PM	Scheduled
(SAN) San Diego	Alaska Airlines	87	4:27 PM	Scheduled On-time
(SAN) San Diego	American Airlines	602	4:27 PM	Scheduled On-time
(SAN) San Diego	JALUS AIRLINES	422	4:27 PM	Scheduled On-time
(SAN) San Diego	DELTA	618	6:12 PM	Scheduled
(SAN) San Diego	Alaska Airlines	85	8:21 PM	Scheduled On-time
(SAN) San Diego	American Airlines	612	8:21 PM	Scheduled On-time
(SAN) San Diego	Alaska Airlines	86	9:17 PM	Scheduled On-time
(SAN) San Diego	American Airlines	637	9:17 PM	Scheduled On-time
(SAN) San Diego	DELTA	741	9:50 PM	Scheduled

Previous 12:00PM - 12:00AM Sort By: Scheduled Arrival

Exemplary 12-hour period (April 25, 2017) wherein twenty (20) flights originating in San Diego, CA (among 9 separate air carriers) arrived at SEA (Seattle Tacoma) Airport where Defendant provides the Accused Products and Services.

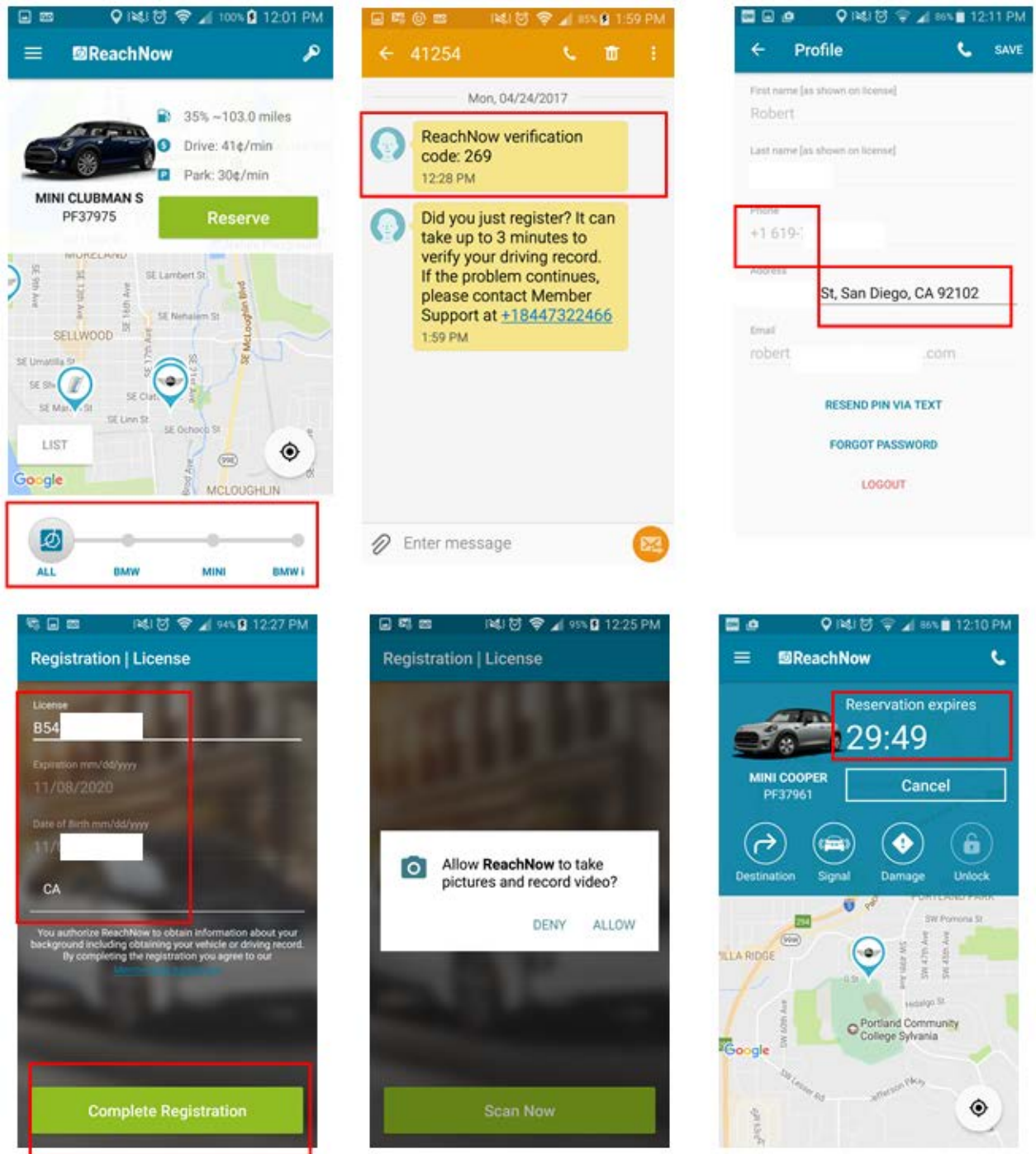
49. Upon information and belief, passengers departing from San Diego-originated flights at Seattle Tacoma International Airport (SEA) can and do utilize Defendant's ReachNow products and services (Including the ReachNow App) to find and access ReachNow vehicles for transportation from SEA to *e.g.*, Seattle area locales, as indicated at the website page [http://bmwmedia.iconicweb.com/mediasite/attachments/160809 ReachNow Car Sharing Launches New Service for Sea-Tac Airport.pdf](http://bmwmedia.iconicweb.com/mediasite/attachments/160809%20ReachNow%20Car%20Sharing%20Launches%20New%20Service%20for%20Sea-Tac%20Airport.pdf) (a true and correct copy of relevant portions of this webpage is attached hereto as Exhibit I):

“Seattle, Wash. – August 9, 2016... ReachNow members now have a new way to get out of town as the company today announced

1 adding a new "park and fly" service for the Seattle-Tacoma
2 International Airport. This new service, opening August 10, will allow
3 any ReachNow member to park **and pick-up** ReachNow cars from
4 the off-site Wally Park Premier Garage, located next to the airport at
5 18613 International Blvd.

6 "ReachNow is dedicated to providing our members with
7 mobility solutions that fit their lifestyles," said ReachNow CEO Steve
8 Banfield... Members flying into Sea-Tac can reserve a car via the
9 ReachNow app once they land and grab their bags, ... {emphasis
10 added}

11 50. Upon information and belief, and based on tests conducted by Plaintiff
12 in San Diego, CA 92127, the ReachNow Android App is, once installed, operable
13 outside the designated vehicle "Home Area" to perform at least: (i) download and
14 installation of the App; (ii) "Member" registration, including entry of California
15 driver license number and San Diego resident information; (ii) optical scan of
16 drivers license using App; (iii) transmission of required verification code to a San
17 Diego area mobile phone via text; (iv) completion of the Member registration
18 process; (v) graphic illustration of the location of ReachNow vehicles on a map; (vi)
19 selection of various different types of ReachNow vehicles (e.g., BMW X1, Mini,
20 etc.); and (vii) reservation of a selected vehicle for a period of time. See exemplary
21 screen shots obtained from the ReachNow Android App as part of the
22 aforementioned test below:
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COUNT I

INFRINGEMENT OF THE '053 PATENT

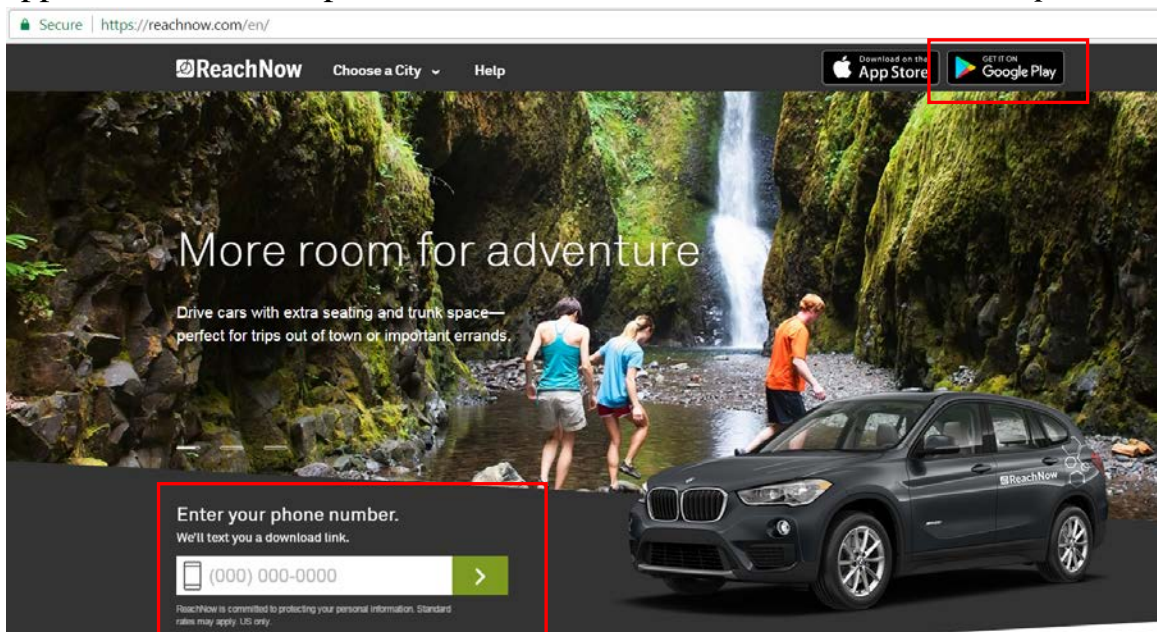
51. West View Research incorporates paragraphs 1 through 50 by reference as if fully stated herein.

52. Defendant has directly infringed, and continues to directly infringe,

1 either literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. §
 2 271(a), by making, using, selling, offering for sale, distributing, and/or importing in
 3 or into the United States, without authority products and/or services that infringe at
 4 least claims 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 35, 36, 39, 40, 41, 45, 48, 51, 59,
 5 60, 61, 66, 67, 68, 69, 70, 73, 75, 78, 80, 81, 82, 83, 86, 89, 96, 98, 99, 101, 102,
 6 103, 107, 108, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 122, 123, 124, 125,
 7 126, 127, 128, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 160, 161, 162, 163,
 8 164, 165, 166, 167, 168, 169, 172, 173, 174, 175, 176, 180, 194, 195, 196, 197, 198,
 9 199, 200, 202, 203, and 204 of the '053 patent, which products and/or services
 10 include but may not be not limited to the ReachNow BMW Vehicles, ReachNow
 11 Mini Vehicles, ReachNow App Products, Car Sharing Services, Ride Services, Fleet
 12 Services, Reserve Services, and/or other Accused Products or Services provided,
 13 sold, or offered for sale on or after March 29, 2016.

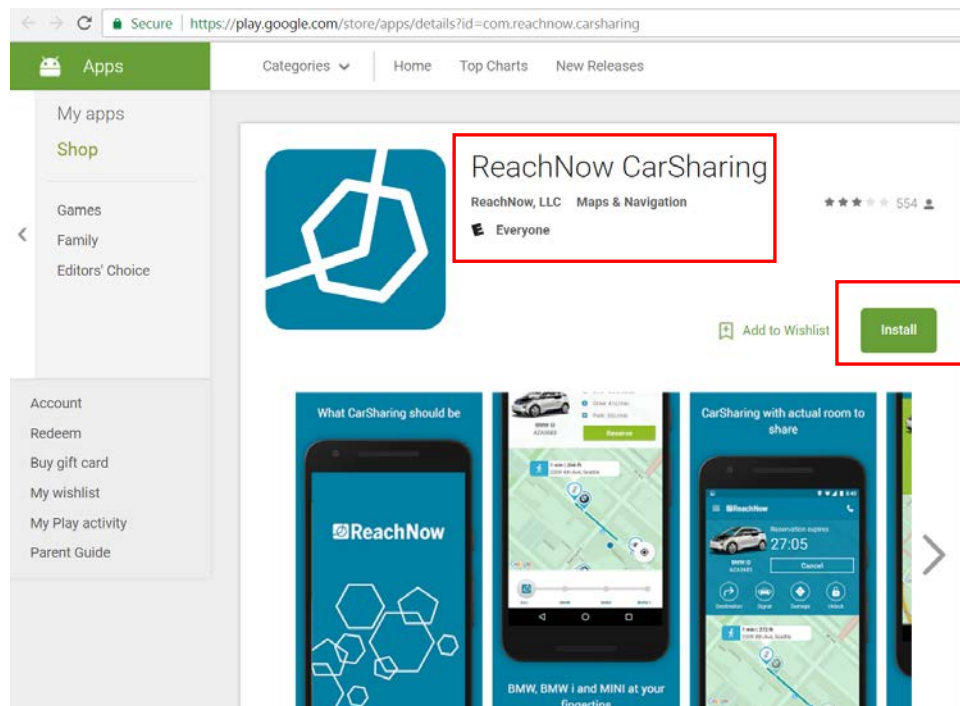
14 53. By way of example, Defendant has been and is directly infringing
 15 literally and/or under the doctrine of equivalents, claim 23 of the '053 patent as
 16 follows.

17 54. The Accused Products and Services include the ReachNow Android
 18 Application, which is promoted on ReachNow websites as detailed *supra*.

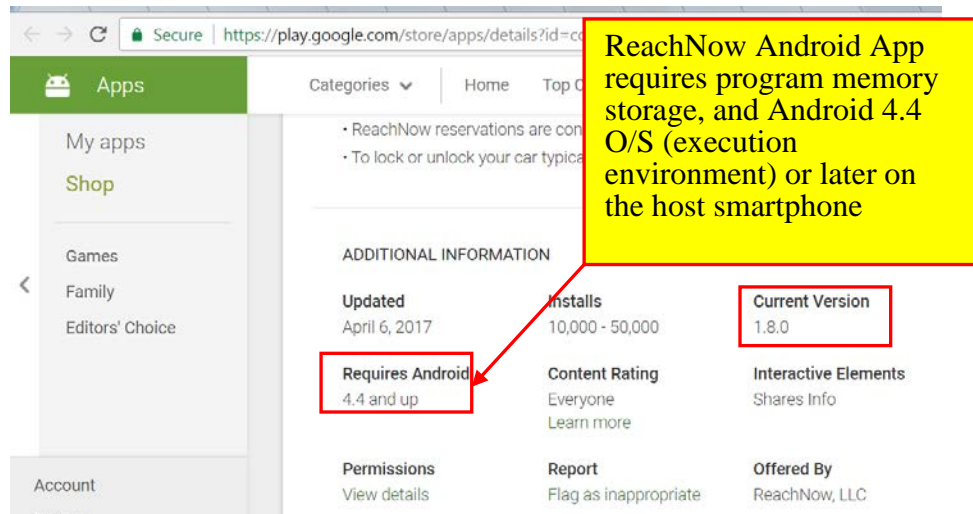


<https://reachnow.com/en/>

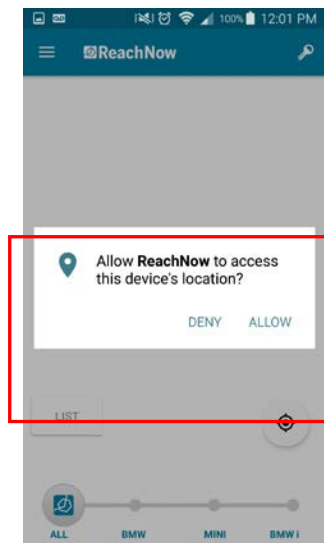
55. Upon information and belief and by way of example, the ReachNow Android Application is available for download onto, *inter alia*, Google Android-based smartphones, and “[r]equires Android 4.4 and up” per the Google Play Website (<https://play.google.com/store/apps/details?id=com.reachnow.carsharing>):



56. Upon information and belief and by way of example, the ReachNow Android Application requires the host smartphone to have: (i) a computer readable storage apparatus, such as a program memory device, on which to store the Application (computer program code); and (ii) a processor to execute the computer program code after storage:



57. Upon information and belief and by way of example, the ReachNow Android Application further utilizes the smartphone's Global Positioning System (GPS)-based receiver for the GPS-based functions described below (i.e., generation of location data). Per downloaded Android application test at San Diego, California:



1 “Version 1.8.0 can access:

2 Location

3 approximate location (network-based)

4 **precise location (GPS and network-based)**

5 access extra location provider commands

6 Phone

7 directly call phone numbers

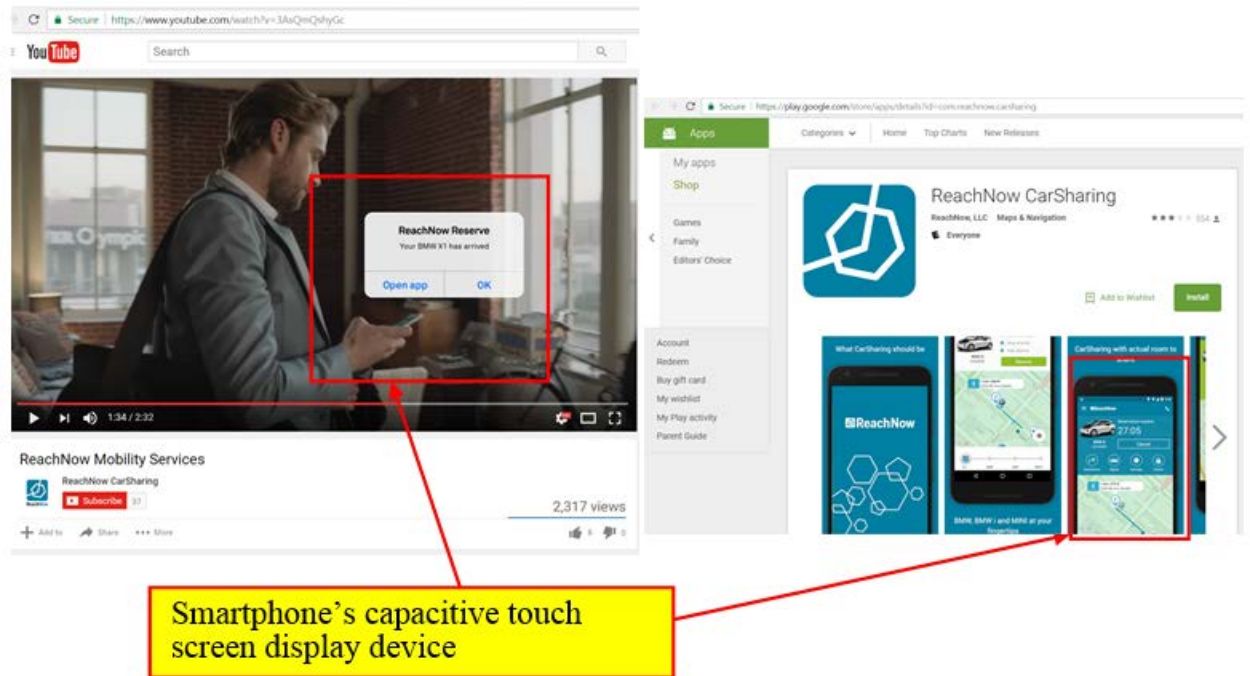
8 read phone status and identity...” {emphasis added}

9 <https://play.google.com/store/apps/details?id=com.reachnow.carsharing&hl=en>

10 *See also* ReachNow service provider RideCell website:

11 **“Location Information:** Our Service may collect and use your
12 location information (for example, by using the GPS on your mobile
13 device) to provide certain functionality of our Service. If you choose
14 to enable our location features, your location information may be
15 publicly displayed within the Service. ... We may also use your
16 location information in an aggregate way, as described above in the
17 “Aggregated Personal Data” section.” {emphasis added}
18 <https://ridecell.com/privacy.html>

19 58. Upon information and belief and by way of example, the ReachNow
20 Android Application, when executed, generates several user interface screens with
21 which the user can interact with the Application:
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The ReachNow Application requires the smartphone to have a display device to display the user interface(s), and the application program is coded for use with a capacitive touchscreen as shown above (i.e., the Android App requires the user to interface via the touch screen soft function keys and icons for most/all features).

59. Upon information and belief and by way of example, the ReachNow Android Application further requires the smartphone to have a cellular, Wi-Fi, or other interface so that the Application can contact ReachNow or its designated proxy (agent):

“Version 1.8.0 can access:

Location

approximate location (network-based)
precise location (GPS and network-based)
access extra location provider commands

...
Wi-Fi connection information
view Wi-Fi connections

Device ID & call information
read phone status and identity

Other

full license to interact across users

receive data from Internet

view network connections

full network access

control vibration

prevent device from sleeping

read Google service configuration” {emphasis added}

The Android OS (generally) supports multiple air (wireless interfaces):

“Connectivity

Android supports connectivity technologies including GSM/EDGE, Bluetooth, LTE, CDMA, EV-DO, UMTS, NFC, IDEN and WiMAX.

Bluetooth

Supports voice dialing and sending contacts between phones, playing music, sending files (OPP), accessing the phone book (PBAP), A2DP and AVRCP. Keyboard, mouse and joystick (HID) support is available in Android 3.1+, and in earlier versions through manufacturer customizations and third-party applications.” https://en.wikipedia.org/wiki/List_of_features_in_Android

Specifically, operating systems such as KitKat 4.4 use a connectivity manager/API for management of wireless connections, as shown by the following Java class:

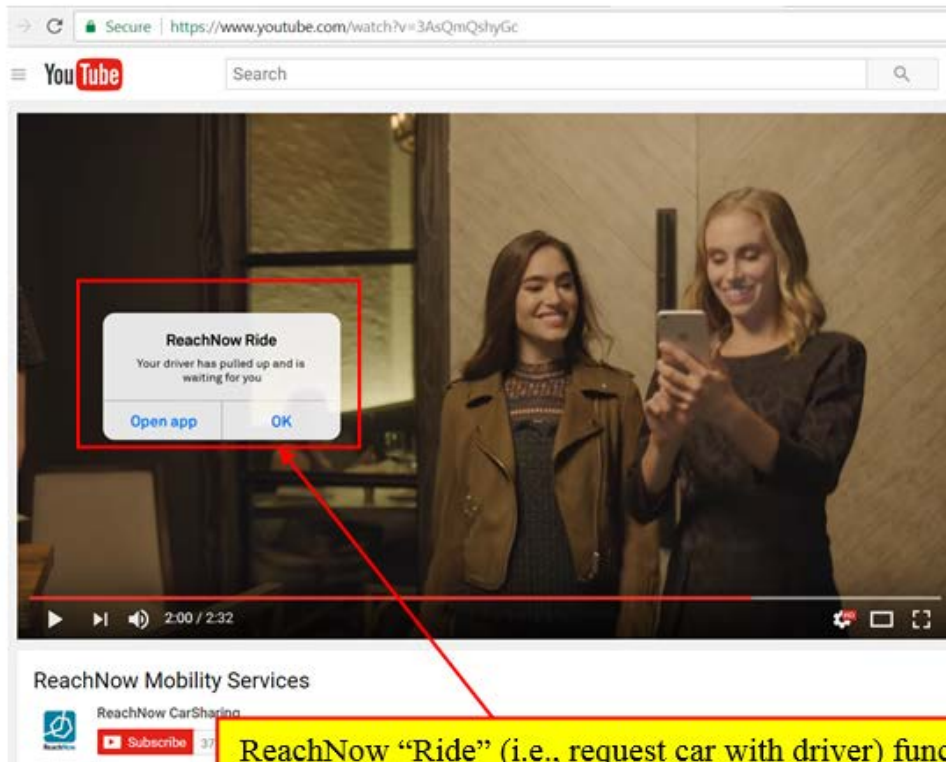
The primary responsibilities of this class are to:

1. Monitor network connections (Wi-Fi, GPRS, UMTS, etc.)
2. Send broadcast intents when network connectivity changes
3. Attempt to "fail over" to another network when connectivity to a network is lost
4. Provide an API that allows applications to query the coarse-grained or fine-grained state of the available networks
5. Provide an API that allows applications to request and select networks for their data traffic

<https://developer.android.com/reference/android/net/ConnectivityManager.html>

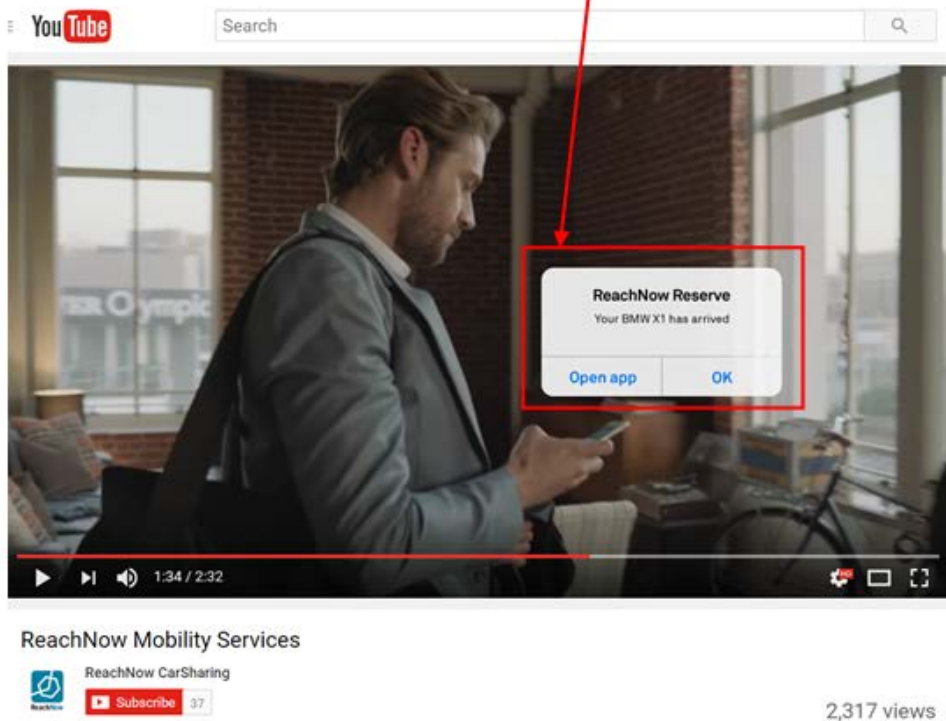
60. Upon information and belief and by way of example, the ReachNow Android Application contacts ReachNow or its designated service provider to cause provision of a service (e.g., delivery of data relating to proximate vehicles (“Drive”), delivery of a vehicle for the user to drive (“Reserve”), or arrival of a vehicle to give the user a ride (“Ride”), etc.) at the then-current location of the smartphone:



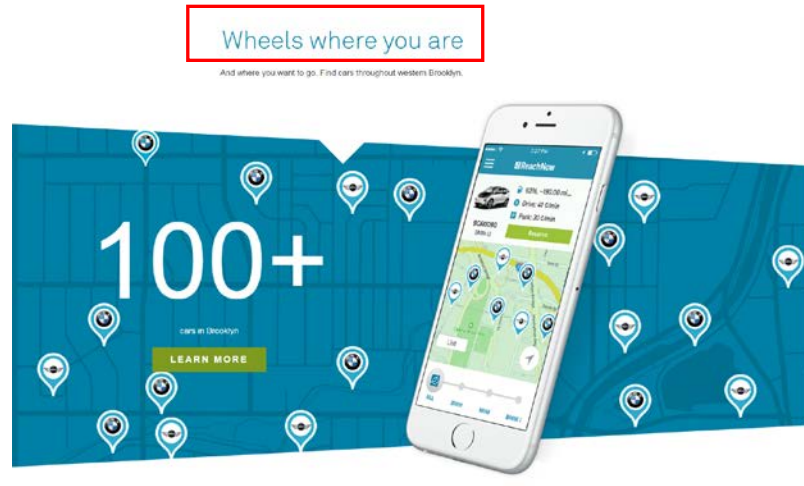


12
13
14

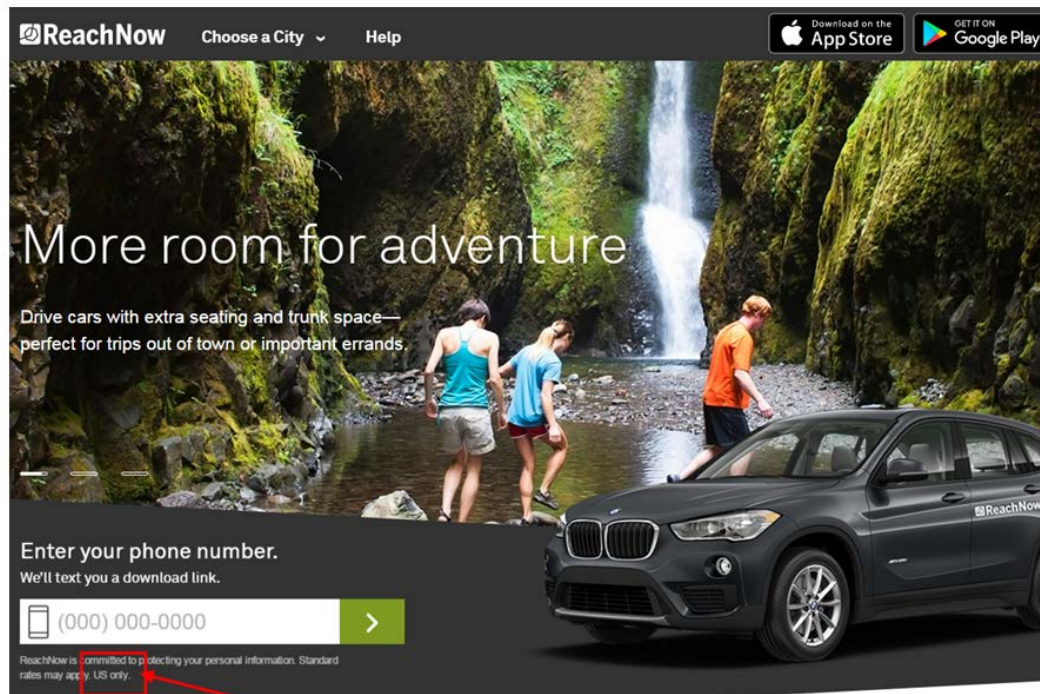
ReachNow "Ride" (i.e., request car with driver) function, alerting user that their requested vehicle has arrived at their location



61. Upon information and belief and by way of example, the ReachNow Android Application provides users with the services referenced above at least at their then-current location (<https://reachnow.com/en/brooklyn-ny/>):



62. Upon information and belief and by way of example, the ReachNow Application is presently available and can be used in the United States, and Defendant instructs users ("Members") to download it:



1 “What are the requirements for membership?

2 To become a ReachNow Member, you must have **a valid U.S.**
 3 **driver’s license**, acceptable driving record including no major
 4 violations (see membership agreement for details) and be at least 18
 5 years old, and have at least 2 years of driving experience. A valid
 6 credit or debit card is required in order to make payments. Prepaid
 7 credit cards are not accepted.” <http://reachnow.com/en/help/>
 8 {emphasis added}



10 **Where is the ReachNow local office**
 11 **located?**

12 **Seattle:** The ReachNow office is located in
 13 Belltown at 2118 3rd Avenue, Seattle WA 98121.
 14 While we do not have a retail space, members
 15 can stop in and see us if you need a replacement
 16 Member Key card. **Portland:** The Portland
 17 ReachNow office is located downtown at 121
 18 Southwest Salmon St, Suite 1100, Portland, OR
 19 97204. While we do not have a retail space,
 20 members can stop in and see us if you need a
 21 replacement Member Key or have further
 22 program questions. Our hours are Monday-Friday
 23 9 a.m. to 5 p.m. **Brooklyn:** Please stay tuned,
 24 more details to come.

25 [Back to Index ↑](#)

26 **Join**

27 **How do I become a Member?**

28 Download the ReachNow App on your iOS or
 Android device and register with your current
 driver's license and credit card. Follow the simple

63. Defendant has directly infringed, and continues to directly infringe,
 either literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. §
 271(a), by at least developing, testing, maintaining, demonstrating, and/or using in
 the United States, without authority, products and/or services that infringe at least
 claims 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 35, 36, 39, 40, 41, 45, 48, 51, 59, 60,

1 61, 66, 67, 68, 69, 70, 73, 75, 78, 80, 81, 82, 83, 86, 89, 96, 98, 99, 101, 102, 103,
2 107, 108, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 122, 123, 124, 125,
3 126, 127, 128, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 160, 161, 162,
4 163, 164, 165, 166, 167, 168, 169, 172, 173, 174, 175, 176, 180, 194, 195, 196,
5 197, 198, 199, 200, 202, 203, and 204 of the '053 patent, which products and/or
6 services include but may not be not limited to, the ReachNow BMW and Mini
7 Vehicles, ReachNow App Products, Car Sharing Services, Ride Services, Fleet
8 Services, Reserve Services, Share Services, Fastlane Services, and/or other Accused
9 Products or Services sold or offered for sale on or after March 29, 2016.

10 64. Upon information and belief, based on the information presently
11 available to West View Research absent discovery, in addition to and/or in the
12 alternative to direct infringement, West View Research alleges Defendant has, since
13 receiving notice of the filing and/or service of this Complaint, induced infringement
14 and continue to induce infringement of at least claims 23, 24, 25, 26, 27, 28, 29, 30,
15 32, 33, 35, 36, 39, 40, 41, 45, 48, 51, 59, 60, 61, 66, 67, 68, 69, 70, 73, 75, 78, 80,
16 81, 82, 83, 86, 89, 96, 98, 99, 100, 101, 102, 103, 104, 105, 106, 111, 112, 113,
17 181, 182, 183, 184, 185, 186, 187, 188, 190, 191, 192, 193, 194, 195, 196, 197,
18 198, 199, 200, 201, 202, 203, and 204 of the '053 patent under 35 U.S.C. § 271(b).

19 65. Upon information and belief, Defendant has and continues, since
20 receiving notice of the filing of the this Complaint, actively, knowingly, and
21 intentionally induced, and continues to actively, knowingly, and intentionally
22 induce, infringement of the '053 patent by making, using, selling, distributing,
23 offering for sale, importing, and/or otherwise supplying products and/or services
24 including the Accused Products and Services to third parties, with the knowledge
25 and specific intent that such third parties will use, sell, offer for sale, distribute,
26 and/or import, products and/or services supplied by Defendant, including without
27 limitation the ReachNow BMW Vehicles, ReachNow Mini Vehicles, ReachNow
28 App Products, Car Sharing Services, Ride Services, Fleet Services, Reserve

1 Services, Share Services, and Fastlane Services, of the Accused Products and
2 Services to directly infringe the '053 patent.

3 66. Upon information and belief, despite Defendant's knowledge of the
4 existence of the '053 patent since at least as early as the filing of this Complaint,
5 Defendant continues to encourage, instruct, enable, and otherwise aid and abet third
6 parties, including but not limited to Defendant's customers, technical personnel,
7 Defendant's agents, vehicle owners, and/or drivers/users of the Accused Products
8 and Services to use the Accused Products and Services in a manner that directly
9 infringes the '053 patent.

10 67. Upon information and belief, Defendant specifically intends that their
11 customers and technical personnel, Defendant's agents, vehicle owners, and/or
12 drivers/users use the Accused Products and Services in such a way that directly
13 infringes the '053 patent by, at a minimum, advertising, enticing, encouraging,
14 instructing, and aiding and abetting its customers, agents, owners, and/or
15 drivers/users, through the publication and dissemination of marketing materials,
16 detailed operational instructions, on-line instructional videos, links to vendors or
17 Internet sites where computer software can be obtained, and/or technical assistance
18 related to the Accused Products and Services, to use, sell, offer for sale, distribute,
19 and/or import, products and/or services supplied by Defendant, including the
20 Accused Products and Services, to directly infringe the '053 patent.

21 68. Upon information and belief, Defendant knew and knows that their
22 actions, including but not limited to providing detailed operating instructions, press
23 releases, promotional and instructional on-line videos, and other literature, in
24 relation to the Accused Products and Services, would induce, have induced, and
25 continues to induce direct infringement of the '053 patent by third parties, including
26 but not limited to Defendant's customers or technical personnel, Defendant's
27 agents, vehicle owners, and/or drivers/users.

28 69. Specifically, upon information and belief and by way of example,

Defendant exercises direction and control over the distribution or provision of, performance, maintenance, use, and conduct of the ReachNow BMW Vehicles, ReachNow Mini Vehicles, ReachNow App Products, Car Sharing Services, Ride Services, Fleet Services, Reserve Services, Share Services, and Fastlane Services, as is provided in the ReachNow Membership Agreement (Ex, H):

“1.1 **Membership Agreement.** This ReachNow Free-Floating CarSharing Program Membership Agreement (the “**Agreement**”) governs the relationship and establishes the rights and responsibilities of ReachNow LLC d/b/a ReachNow (“**ReachNow**”), as the program owner and operator of, and you (“**Member**”), as a member of and participant in, the ReachNow free-floating CarSharing program (“ReachNow CarSharing”).” {emphasis added}

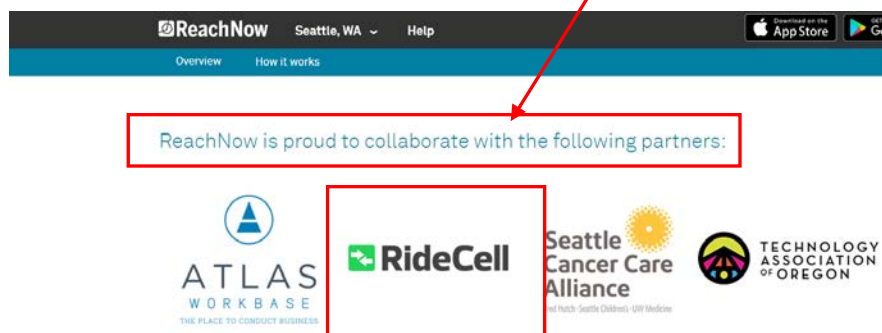
“2.1 **Car Sharing Vehicles.** ReachNow will make BMW and MINI vehicles (“Vehicles”), available to Member for use in car sharing transportation as provided in this Agreement.” {emphasis added}

See also the Terms of Use at <https://reachnow.com/en/terms/> (a true and correct copy of which is provided as Exhibit J hereto).

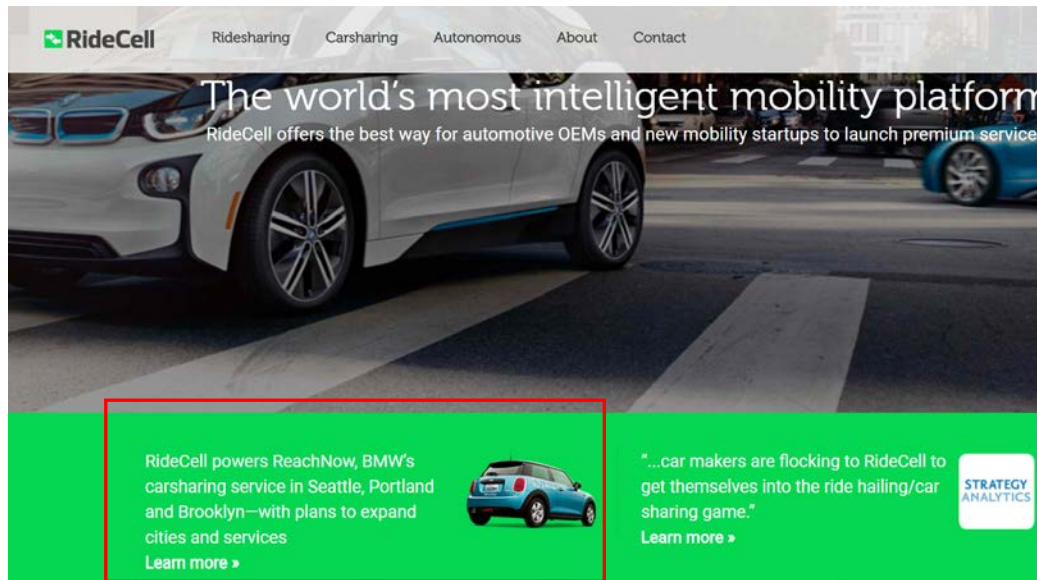
70. Moreover, upon information and belief and by way of example, Defendant explicitly refers to their third-party service providers as “business partners”:

<http://reachnow.com/en/partners/>

RideCell is ReachNow service provider



<https://ridecell.com/>



71. Upon information and belief and by way of example, Defendant further explicitly has customers (“Members”) call ReachNow directly (as opposed to calling a third party):

“Troubleshooting

What if my car won’t unlock? What do I do if the light does not turn green?

Please call Member Support at (844) 732-2466.

...

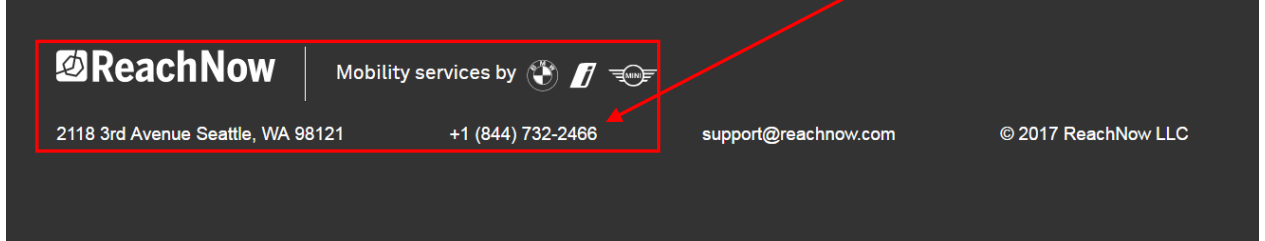
What should I do if I’m in an accident?

Call 911 immediately. ... Notify Member Support at (844) 732-2466.

What should I do if I’m running out of energy when driving with the electric BMW i3?

...Press the button on the cruise control stick (left side of the steering wheel) until you see remaining miles displayed on the control panel. You can now determine the distance you can safely drive to the nearest charger. Find the nearest public charging location by using the

1 in-car navigation or call Member Support at (844) 732-2466.
 2 {emphasis added}



5
 6 <http://reachnow.com/en/help/>

7
 8 72. West View Research has no adequate remedy at law against these acts
 9 of patent infringement. Defendant's actions complained of herein are causing
 10 irreparable harm and damages to West View Research and will continue to do so
 11 unless and until Defendant is permanently enjoined by the Court.

12 73. As a direct and proximate result of the acts of patent infringement by
 13 Defendant, West View Research has been damaged and continues to be damaged in
 14 an amount not presently known.

15 74. West View Research has incurred and will incur attorneys' fees, costs,
 16 and expenses in the prosecution of this action. The circumstances of this dispute
 17 create or will create an exceptional case within the meaning of 35 U.S.C. § 285, and
 18 West View Research is entitled to recover its reasonable and necessary fees and
 19 expenses.

20 **COUNT II**
INFRINGEMENT OF THE '450 PATENT

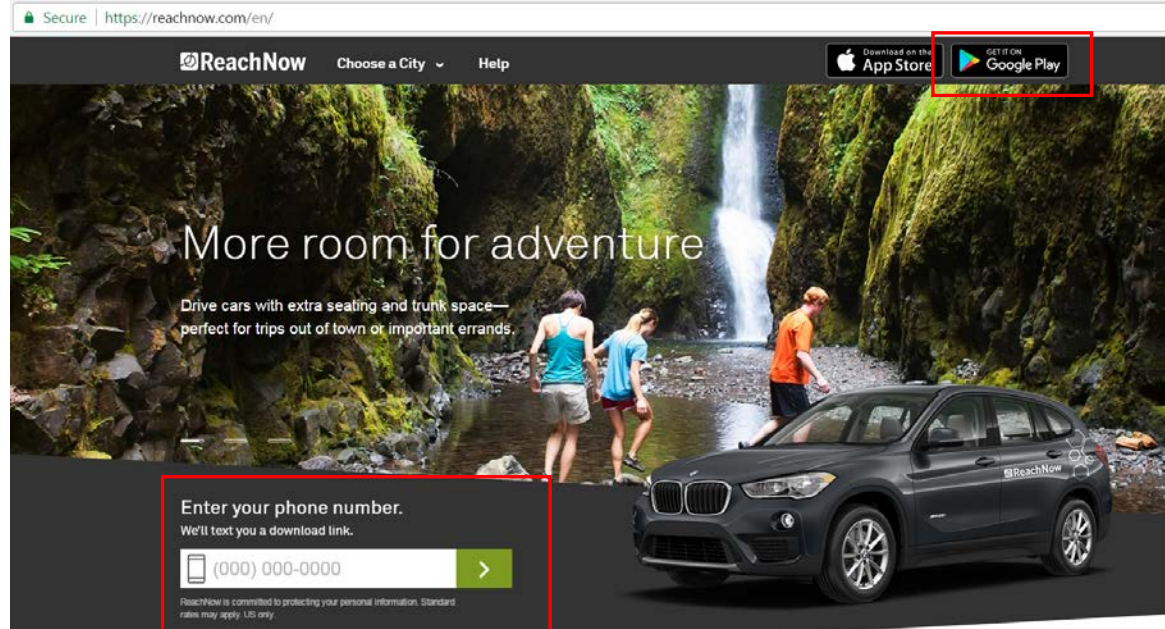
21 75. West View Research incorporates paragraphs 1 through 74 by reference
 22 as if fully stated herein.

23 76. Defendant has directly infringed, and continues to directly infringe,
 24 either literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. §
 25 271(a), by making, using, selling, offering for sale, distributing, and/or importing in
 26 or into the United States, without authority products and/or services that infringe at
 27 least claims 47, 51, 53, 54, 55, 56, 57, 58, 59, 60, 61, 64, 65, 67, 68, 69, 70, 72, 74,
 28

76, 77, 78, 79, 81, 84, and 107 of the '450 patent, which products and/or services include but may not be not limited to the ReachNow BMW Vehicles, ReachNow Mini Vehicles, ReachNow App Products, Car Sharing Services, Ride Services, Fleet Services, Reserve Services, and/or other Accused Products or Services provided, sold or offered for sale on or after July 19, 2016.

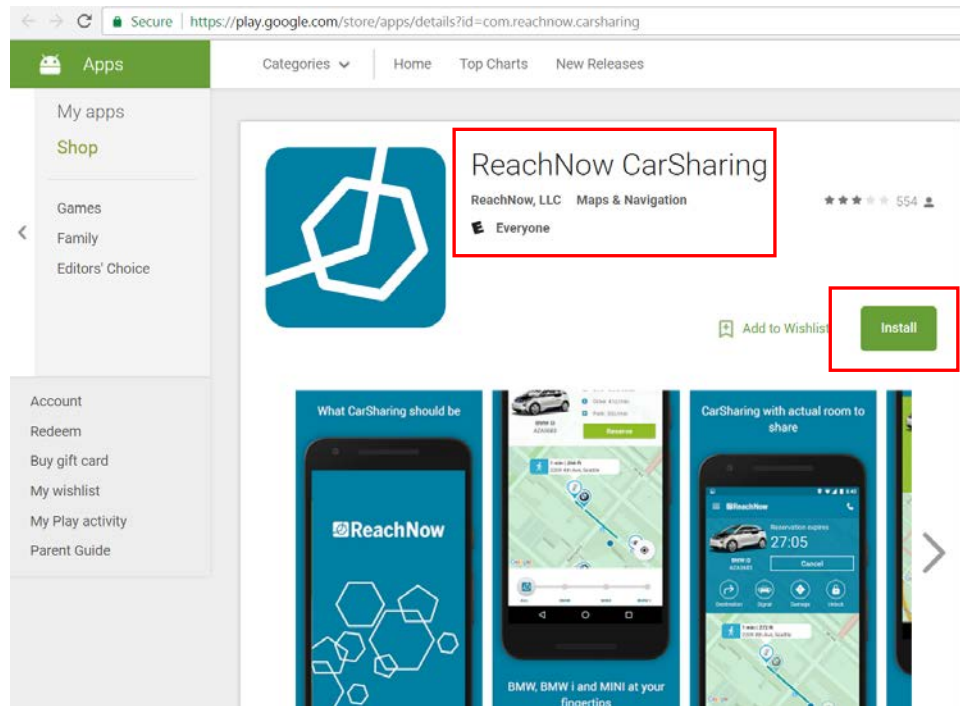
77. By way of example, Defendant has been and is directly infringing literally and/or under the doctrine of equivalents, claim 47 of the '450 patent as follows.

78. The Accused Products and Services include the ReachNow Android Application, which is promoted on ReachNow websites as detailed *supra*.

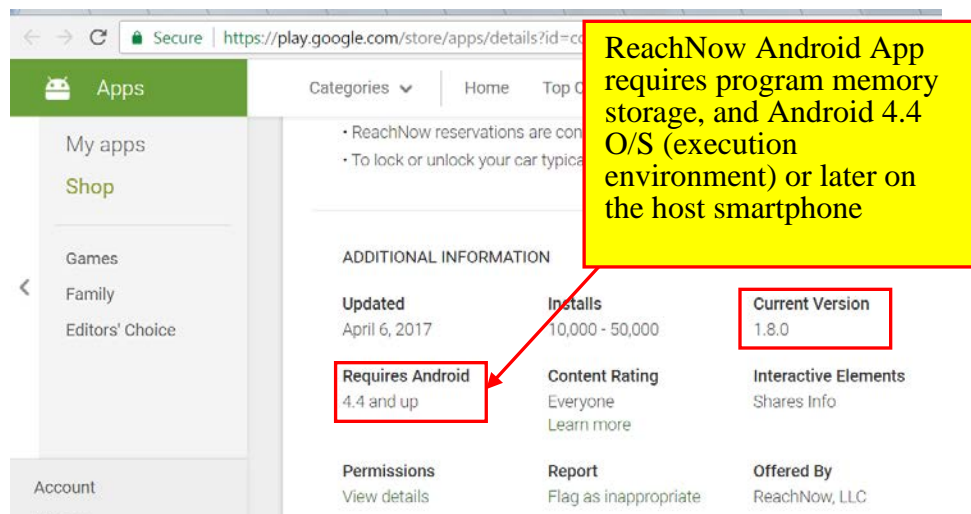


<https://reachnow.com/en/>

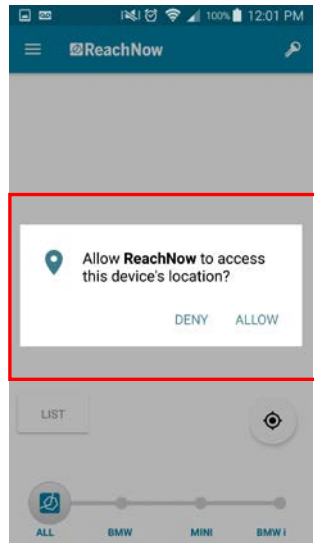
79. Upon information and belief and by way of example, the ReachNow Android Application is available for download onto, *inter alia*, Google Android-based smartphones, and “[r]equires Android 4.4 and up” per the Google Play Website (<https://play.google.com/store/apps/details?id=com.reachnow.carsharing>):



80. Upon information and belief and by way of example, the ReachNow Android Application requires the host smartphone to have: (i) a computer readable storage apparatus, such as a program memory device, on which to store the Application (computer program code); and (ii) a processor to execute the computer program code after storage:



81. Upon information and belief and by way of example, the ReachNow Android Application further utilizes the smartphone's Global Positioning System (GPS)-based receiver for the GPS-based functions described below (i.e., generation of location data). Per downloaded Android application test at San Diego, CA:



“Version 1.8.0 can access:

Location

approximate location (network-based)
precise location (GPS and network-based)
 access extra location provider commands

...” {emphasis added}

<https://play.google.com/store/apps/details?id=com.reachnow.carsharing&hl=en>

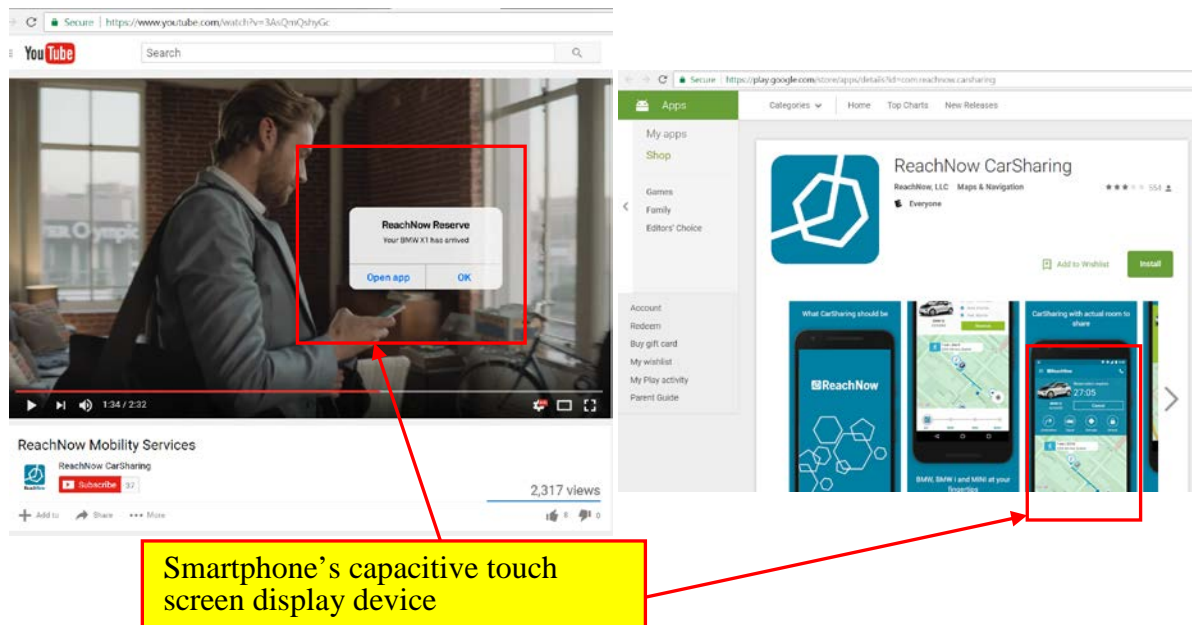
See also ReachNow service provider RideCell website:

“Location Information:

Our Service may collect and use your location information (for example, by using the GPS on your mobile device) to provide certain

functionality of our Service. If you choose to enable our location features, your location information may be publicly displayed within the Service. ... We may also use your location information in an aggregate way, as described above in the "Aggregated Personal Data" section." {emphasis added} <https://ridecell.com/privacy.html>

82. Upon information and belief and by way of example, the ReachNow Android Application, when executed, generates several user interface screens with which the user can interact with the Application:



The ReachNow Application requires the smartphone to have a display device to display the user interface(s), and the application program is coded for use with a capacitive touchscreen as shown above (i.e., the Android App requires the user to interface via the touch screen soft function keys and icons for most/all features).

83. Upon information and belief and by way of example, the ReachNow Android Application further requires the smartphone to have a cellular, Wi-Fi, or other interface so that the Application can contact ReachNow or its designated proxy (agent):

“Version 1.8.0 can access:

Location

approximate location (network-based)

precise location (GPS and network-based)
access extra location provider commands

...
Wi-Fi connection information
view Wi-Fi connections

Device ID & call information
read phone status and identity

Other
full license to interact across users
receive data from Internet
view network connections
full network access
control vibration
prevent device from sleeping
read Google service configuration” {emphasis added}

The Android OS (generally) supports multiple air (wireless interfaces):

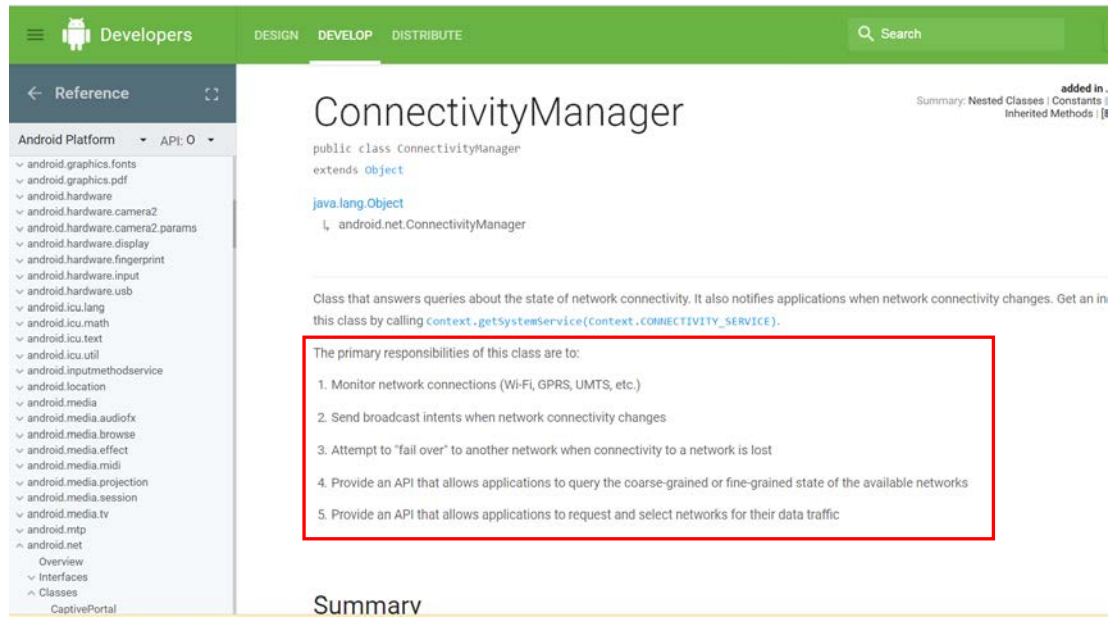
“Connectivity

Android supports connectivity technologies including GSM/EDGE, Bluetooth, LTE, CDMA, EV-DO, UMTS, NFC, IDEN and WiMAX.

Bluetooth

Supports voice dialing and sending contacts between phones, playing music, sending files (OPP), accessing the phone book (PBAP), A2DP and AVRCP. Keyboard, mouse and joystick (HID) support is available in Android 3.1+, and in earlier versions through manufacturer customizations and third-party applications.” https://en.wikipedia.org/wiki/List_of_features_in_Android

Specifically, OS such as KitKat 4.4 use a connectivity manager/API for management of wireless connections, as shown by the following Java class:



<https://developer.android.com/reference/android/net/ConnectivityManager.html>.

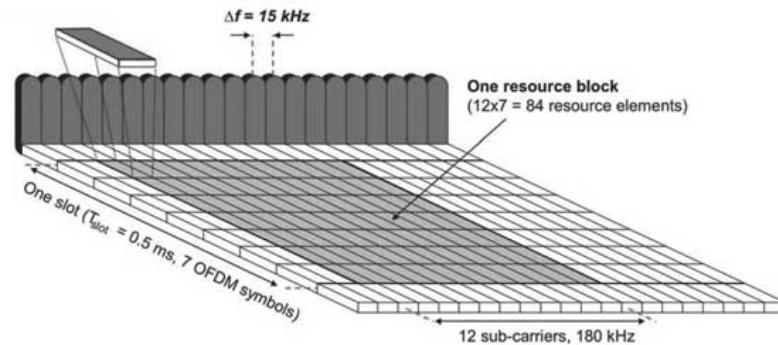
Hence, the ReachNow Android App minimum required KitKat 4.4 Android OS necessarily supports multiple air interfaces, including the above-shown connectivity management and “fail over” between one air interface and another one when connectivity to the one interface is lost (*e.g.*, when on Wi-Fi, and the user roams out of the Wi-Fi coverage area).

Both LTE/LTE-A and Wi-Fi (802.11a,g,n,ac,ad,ax,ay) utilize (i) a plurality of radio frequency carriers, and (ii) a plurality of different time periods (commonly referred to as “time frequency resources”) for both uplink and downlink communications, so as to enable higher data speeds and avoid resource contention and interference:

“LTE OFDM Technology

To overcome the effect of multi path fading problem available in UMTS, LTE uses Orthogonal Frequency Division Multiplexing (OFDM) for the downlink - that is, from the base station to the terminal to transmit the data over many narrow band careers of 180 KHz each instead of spreading one signal over the complete 5MHz career bandwidth ...

The OFDM symbols are grouped into resource blocks. The resource blocks have a total size of 180kHz in the frequency domain and 0.5ms in the time domain. Each 1ms Transmission Time Interval (TTI) consists of two slots (Tslot).



Each user is allocated a number of so-called resource blocks in the time-frequency grid. The more resource blocks a user gets, and the higher the modulation used in the resource elements, the higher the bit-rate. Which resource blocks and how many the user gets at a given point in time depend on advanced scheduling mechanisms in the frequency and time dimensions.

LTE uses a pre-coded version of OFDM called Single Carrier Frequency Division Multiple Access (SC-FDMA) in the uplink. This is to compensate for a drawback with normal OFDM, which has a very high Peak to Average Power Ratio (PAPR).

...SC-FDMA solves this problem by grouping together the resource blocks in such a way that reduces the need for linearity, and so power consumption, in the power amplifier. A low PAPR also improves coverage and the cell-edge performance.”

https://www.tutorialspoint.com/lte/lte_ofdm_technology.htm

SC-FDMA (mobile uplink to basestation) uses multiple RF carriers:

“Transmitter and Receiver Structure of LP-OFDMA/SC-FDMA

The transmission processing of SC-FDMA is very similar to that of OFDMA. For each user, the sequence of bits transmitted is mapped to a complex constellation of symbols (BPSK, QPSK or M-Quadrature amplitude modulation). Then different transmitters (users) are assigned different Fourier coefficients. ...

In SC-FDMA, multiple access among users is made possible by assigning different users different sets of non-overlapping Fourier coefficients (sub-carriers). This is achieved at the transmitter by inserting (prior to IDFT) silent Fourier coefficients (at positions

assigned to other users), and removing them on the receiver side after the DFT.” https://en.wikipedia.org/wiki/Single-carrier_FDMA

Protocol [\[edit\]](#)

802.11 network PHY standards										[hide]			
802.11 protocol	Release date ^[6]	Fre-quency	Band-width	Stream data rate ^[7]		Allowable MIMO streams	Modulation	Approximate range ^[citation needed]					
		(GHz)	(MHz)	(Mbit/s)				Indoor		Outdoor			
								(m)	(ft)	(m)	(ft)		
802.11-1997	Jun 1997	2.4	22	1, 2		N/A	DSSS, FHSS	20	66	100	330		
a	Sep 1999	5 3.7 ^[A]	20	6, 9, 12, 18, 24, 36, 48, 54		N/A	OFDM	35	115	120	390		
b	Sep 1999	2.4	22	1, 2, 5.5, 11		N/A	DSSS	35	115	140	460		
g	Jun 2003	2.4	20	6, 9, 12, 18, 24, 36, 48, 54		N/A	OFDM	38	125	140	460		
n	Oct 2009	2.4/5	20	400 ns GI : 7.2, 14.4, 21.7, 28.9, 43.3, 57.8, 65, 72.2 ^[B] 800 ns GI : 6.5, 13, 19.5, 26, 39, 52, 58.5, 65 ^[C]		4	MIMO-OFDM	70	230	250	820 ^[8]		
			40	400 ns GI : 15, 30, 45, 60, 90, 120, 135, 150 ^[B] 800 ns GI : 13.5, 27, 40.5, 54, 81, 108, 121.5, 135 ^[C]				70	230	250	820 ^[8]		
20	400 ns GI : 7.2, 14.4, 21.7, 28.9, 43.3, 57.8, 65, 72.2, 86.7, 96.3 ^[B] 800 ns GI : 6.5, 13, 19.5, 26, 39, 52, 58.5, 65, 78, 86.7 ^[C]		35	115 ^[9]									
40	400 ns GI : 15, 30, 45, 60, 90, 120, 135, 150, 180, 200 ^[B] 800 ns GI : 13.5, 27, 40.5, 54, 81, 108, 121.5, 135, 162, 180 ^[C]		35	115 ^[9]									
ac	Dec 2013	5	80	400 ns GI : 32.5, 65, 97.5, 130, 195, 260, 292.5, 325, 390, 433.3 ^[B] 800 ns GI : 29.2, 58.5, 87.8, 117, 175.5, 234, 263.2, 292.5, 351, 390 ^[C]		35		115 ^[9]					
			160	400 ns GI : 65, 130, 195, 260, 390, 520, 585, 650, 780, 866.7 ^[B] 800 ns GI : 58.5, 117, 175.5, 234, 351, 468, 702, 780 ^[C]		35		115 ^[9]					
ad	Dec 2012	60	2,160	Up to 6,912 (6.75 Gbit/s) ^[10]		N/A	OFDM, single carrier, low-power single carrier	3.3	10 ^[11]				
ah	Est. Dec 2016 ^[6]	0.9		Up to 20									
aj	Est. Jul 2017 ^[6]	45/60											
ax	Est. Dec 2018 ^[6]	2.4/5		Up to 10.53 Gbit/s			MIMO-OFDM						
ay	Est. Nov 2019 ^[6]	60	8000	Up to 100,000 (100 Gbit/s)		4	OFDM, single carrier,	60					
az	Est. Mar 2021 ^[6]	60											

A1 A2

IEEE 802.11y-2008 extended operation of 802.11a to the licensed 3.7 GHz band. Increased power limits allow a range up to 5,000 m. As of 2009, it is only being licensed in the United States by the FCC.

B1 B2 B3 B4 B5 B6

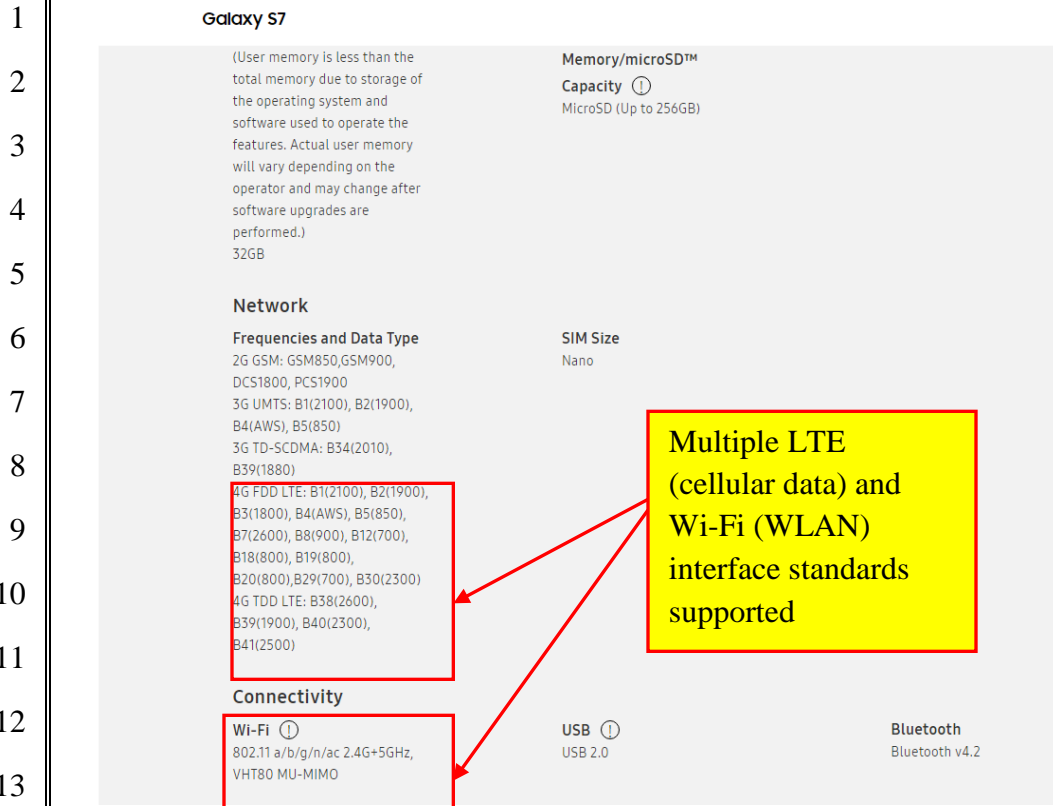
Assumes short guard interval (SGI) enabled.

C1 C2 C3 C4 C5 C6

Assumes short guard interval (SGI) disabled.

https://en.wikipedia.org/wiki/IEEE_802.11#History

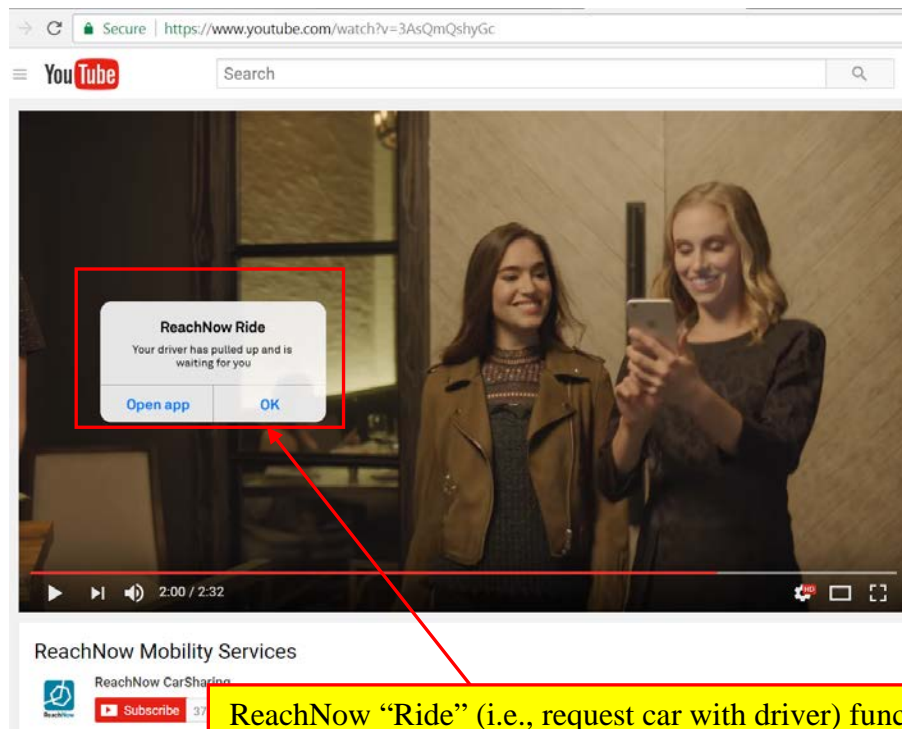
Nearly all modern Android OS smartphones have both advanced Wi-Fi (e.g., 802.11a/g/n) and LTE data interfaces; see exemplary Samsung Galaxy S7 specifications below:



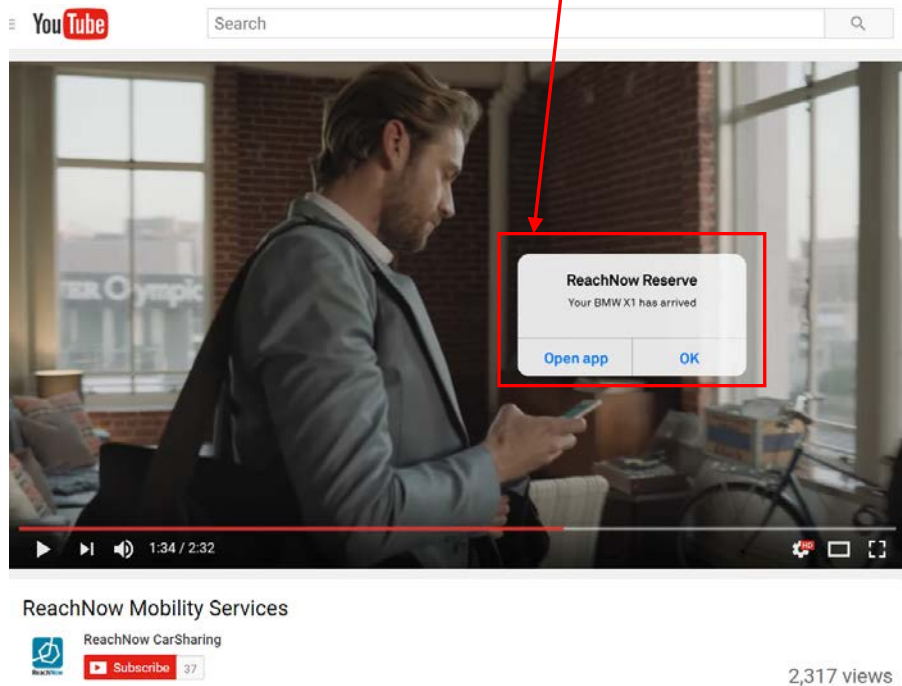
28 <http://www.samsung.com/us/explore/galaxy-s7/>

84. Upon information and belief and by way of example, the ReachNow Android Application contacts ReachNow or its designated service provider to cause provision of a service (*e.g.*, delivery of data relating to proximate vehicles (“Drive”), delivery of a vehicle for the user to drive (“Reserve”), or arrival of a vehicle to give the user a ride (“Ride”), etc.) at the then-current location of the smartphone:



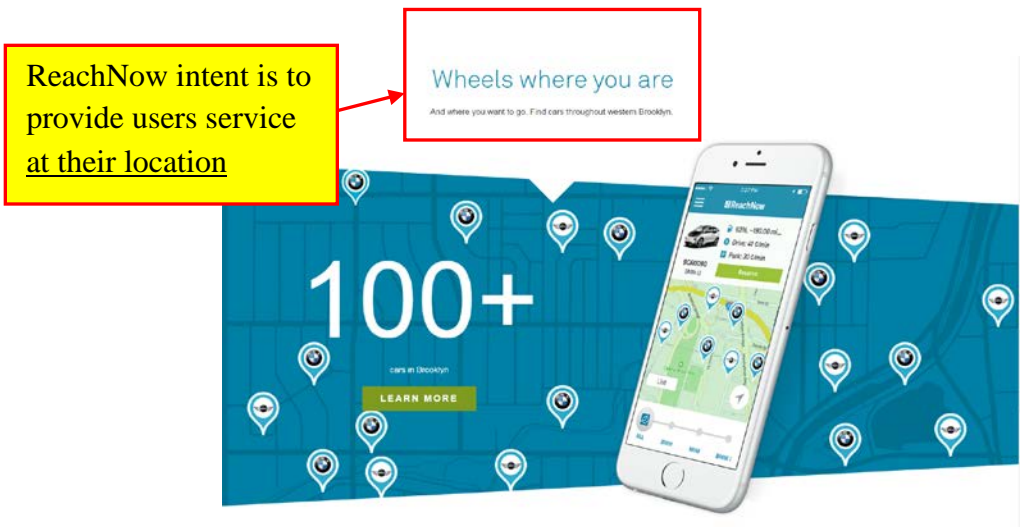


ReachNow "Ride" (i.e., request car with driver) function, alerting user that their requested vehicle has arrived at their location

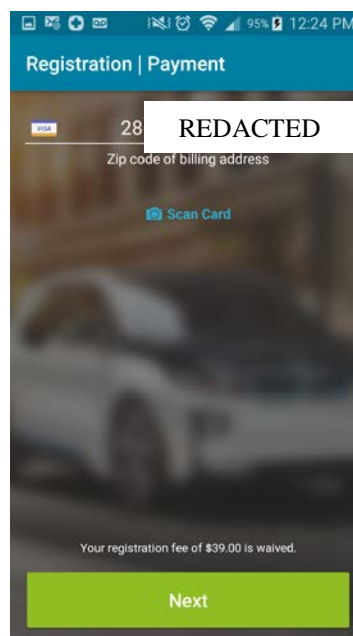


85. Upon information and belief and by way of example, the ReachNow Android Application provides users with the services referenced above at least at

1 their then-current location, and the user does not have to personally know where
2 that location is such as by address (<https://reachnow.com/en/brooklyn-ny/>):



13 86. Upon information and belief and by way of example, the ReachNow
14 Android Application (and the ReachNow Membership Agreement) further require:
15 (i) the user to enter valid credit or debit card information via the App to establish an
16 account; and (ii) use by the App and the ReachNow service to pay for reserved/used
17 vehicles or services (per test conducted in San Diego, California shown below):



1 “8.4 Accordingly, Member authorizes ReachNow to release
 2 information regarding Member and Member’s participation in
 3 ReachNow CarSharing including, but not limited to, the credit card or
 4 debit card in Member’s name provided to ReachNow (“Payment
Method”), ...

5 **Pre-Authorization and Rental Invoice.** After Member has
 6 completed a reservation, ReachNow will preauthorize the Payment
 7 Method for an amount as described in the Pricing Terms. Each
 8 preauthorization will cause Member’s credit or funds available through
 9 Payment Method to be decreased by the preauthorized amount for the
 10 duration of the applicable Trip and until any excess funds or credit are
 11 released. After the end of each Trip (which will be the End Trip Time for
 12 Trips with Vehicles reserved through the Reserve Feature), the cost of
 13 renting the Vehicle for the duration of the Trip (including cost for
 14 driving minutes used, Park and Hold (as defined in the Pricing Terms)
 15 minutes used, and miles driven), the Shared Asset Fee (if any), and any
 16 applicable taxes and add-ons (the “Rental Cost”) **will be charged to**
 17 **Payment Method.** An invoice showing the Rental Cost will be available
 18 through the App (each a “Rental Invoice”).” Membership Agreement
 19 (Ex. H).

20 87. Upon information and belief and by way of example, the ReachNow
 21 Android Application (utilized by ReachNow customers to access RideCell services)
 22 is rendered in a Python programming language using a Django web development
 23 framework:

24 “Location: ... US...

25 Technologies: Python, Django, Node.js, Ruby, AWS, Postgres, Neo4j,
 26 Selenium, Redis...

27 Seeking: A new position where I can continue to grow as an engineer.
 28 My primary language atm is python, at my last job I worked on a
Python/Django stack to launch BMW Reachnow a free floating car
share: <http://www.bmwcarsharing.com/>. ...” {emphasis and
 annotations added} <https://news.ycombinator.com/item?id=13301834>

88. Upon information and belief and by way of example, the ReachNow
 Android Application (utilized by ReachNow customers to access RideCell services)
 utilizes TLS/SSL security between itself and the RideCell server(s):

1 “Principal Site Reliability Engineer at RideCell (San Francisco,
2 CA)

3 Ridecell is the leading white-label platform that enables our
4 customers like BMW to launch, operate, and scale new mobility
5 services like car sharing, ride sharing and car rentals all on a single
6 unified platform, in just a matter of months.

7 ...

8 Desired Skills and Experience

9 Act as the subject matter expert and showcase your deep
10 understanding of cloud infrastructures in AWS (Amazon Web
11 Services).

12

13 **Strong understanding of networking fundamentals, security**
14 **(SSL/TLS), HTTP...** {emphasis added} <https://srejobs.com/2017/03/16/Principal-Site-Reliability-Engineer-at-RideCell-San-Francisco-CA-RideCellRideCell.html>

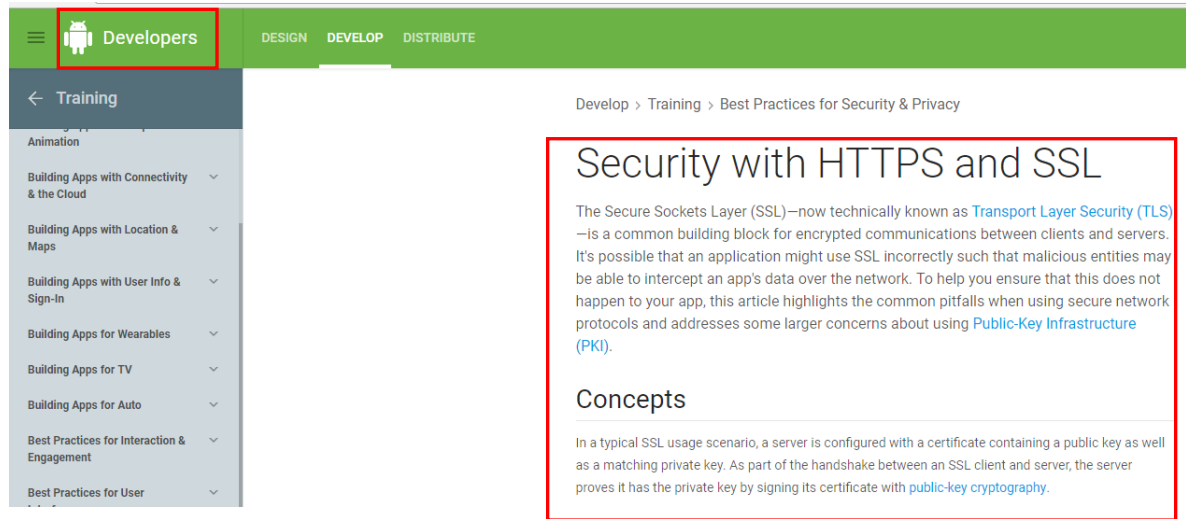
15 89. Upon information and belief and by way of example, Android KitKat
16 4.4 OS and later, the minimum required by the ReachNow Android Application,
17 supports TLS/SSL security as installed:
18

19 ts.html

User agent	TLS 1.2	SNI	Forward Secrecy	Stapling	Session Tickets
Android 2.3.7	No	No	Yes	No	No
Android 4.0.4	No	Yes	Yes	No	Yes
Android 4.1.1	No	Yes	Yes	No	Yes
Android 4.2.2	No	Yes	Yes	No	Yes
Android 4.3	No	Yes	Yes	No	Yes
Android 4.4.2	Yes	Yes	Yes	No	Yes
Android 5.0.0	Yes	Yes	Yes	No	Yes
Android 6.0	Yes	Yes	Yes	Yes	Yes
Android 7.0	Yes	Yes	Yes	Yes	Yes

20 <https://www.ssllabs.com/ssltest/clients.html>

21 Android 4.4.2 (KitKat) and later
22 supports TLS 1.2 in its default
23 configuration



<https://developer.android.com/training/articles/security-ssl.html>

90. Upon information and belief and by way of example, TLS/SSL security provides for both client and server authentication, and establishes a session as part of the handshake/authentication phase:

“How SSL and TLS provide identification, authentication, confidentiality, and integrity

...

For server authentication, the client uses the server's public key to encrypt the data that is used to compute the secret key. The server can generate the secret key only if it can decrypt that data with the correct private key.

For client authentication, the server uses the public key in the client certificate to decrypt the data the client sends during step 5 of the handshake. The exchange of finished messages that are encrypted with the secret key (steps 7 and 8 in the overview) confirms that authentication is complete.

If any of the authentication steps fail, the handshake fails and the session terminates.

The exchange of digital certificates during the SSL or TLS handshake is part of the authentication process. For more information about how certificates provide protection against impersonation, refer to the related information. The certificates required are as follows, where CA X issues the certificate to the SSL or TLS client, and CA Y issues the certificate to the SSL or TLS server:

1 For server authentication only, the SSL or TLS server needs:

- 2 • The personal certificate issued to the server by CA Y
 - 3 • The server's private key
- and the SSL or TLS client needs:

- 4 • The CA certificate for CA Y

5 If the SSL or TLS server requires client authentication, the
 6 server verifies the client's identity by verifying the client's digital
 7 certificate with the public key for the CA that issued the personal
 8 certificate to the client, in this case CA X. For both server and client
 9 authentication, the server needs:

- 10 • The personal certificate issued to the server by CA Y
- 11 • The server's private key
- 12 • The CA certificate for CA X

and the client needs:

- 13 • The personal certificate issued to the client by CA X
- 14 • The client's private key
- 15 • The CA certificate for CA Y

Both the SSL or TLS server and client might need other CA
 16 certificates to form a certificate chain to the root CA certificate. For
 17 more information about certificate chains, refer to the related
 18 information.

What happens during certificate verification

As noted in steps 3 and 6 of the overview, the SSL or TLS
 19 client verifies the server's certificate, and the SSL or TLS server
 20 verifies the client's certificate. There are four aspects to this
 21 verification:

- 22 1. The digital signature is checked (see Digital signatures in
 23 SSL and TLS).
- 24 2. The certificate chain is checked you should have
 25 intermediate CA certificates (see How certificate chains work).
- 26 3. The expiry and activation dates and the validity period
 27 are checked.
- 28 4. The revocation status of the certificate is checked (see
 Working with revoked certificates).

Secret key reset

During an SSL or TLS handshake a secret key is generated to
 29 encrypt data between the SSL or TLS client and server. The secret key
 30 is used in a mathematical formula that is applied to the data to
 31 transform plaintext into unreadable ciphertext, and ciphertext into
 32 plaintext.” {emphasis added} [https://www.ibm.com/support/](https://www.ibm.com/support/knowledgecenter/en/SSFKSJ_7.1.0/com.ibm.mq.doc/sy10670.htm)
[knowledgecenter/en/SSFKSJ_7.1.0/com.ibm.mq.doc/sy10670 .htm](https://www.ibm.com/support/knowledgecenter/en/SSFKSJ_7.1.0/com.ibm.mq.doc/sy10670.htm)

1
2 91. Defendant has directly infringed, and continues to directly infringe,
3 either literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. §
4 271(a), by at least developing, testing, maintaining, demonstrating, and/or using in
5 the United States, without authority, products and/or services that infringe at least
6 claims 47, 51, 53, 54, 55, 56, 57, 58, 59, 60, 61, 64, 65, 67, 68, 69, 70, 72, 74, 76,
7 77, 78, 79, 81, 84, and 107 of the '450 patent, which products and/or services
8 include but may not be not limited to the ReachNow BMW Vehicles, ReachNow
9 Mini Vehicles, ReachNow App Products, Car Sharing Services, Ride Services,
10 Fleet Services, Reserve Services, and/or other Accused Products or Services
11 provided, sold or offered for sale on or after July 19, 2016.

12 92. Upon information and belief, based on the information presently
13 available to West View Research absent discovery, in addition to and/or in the
14 alternative to direct infringement, West View Research alleges that Defendant has,
15 since receiving notice of the filing and/or service of this Complaint, induced
16 infringement and continue to induce infringement of at least claims 14, 15, 16, 17,
17 18, 20, 21, 47, 51, 53, 54, 55, 56, 57, 58, 59, 60, 61, 64, 65, 67, 68, 69, 70, 72, 74,
18 76, 77, 78, 79, 81, 84, and 107 of the '450 patent under 35 U.S.C. § 271(b).

19 93. Upon information and belief, Defendant continues, since receiving
20 notice of the filing of this Complaint, actively, knowingly, and intentionally
21 induced, and continues to actively, knowingly, and intentionally induce,
22 infringement of the '450 patent by making, using, selling, offering for sale,
23 distributing, and/or otherwise supplying products and/or services including the
24 Accused Products and Services to third parties, with the knowledge and specific
25 intent that such third parties will use, sell, offer for sale, and/or import, products
26 and/or services supplied by Defendant, including at least the ReachNow BMW
27 Vehicles, ReachNow Mini Vehicles, ReachNow App Products, Car Sharing
28 Services, Ride Services, Fleet Services, Reserve Services, Share Services, Fastlane

1 Services, ReachNow BMW Vehicles and App Products, and ReachNow Mini
2 Vehicles and App Products of the Accused Products and Services to directly
3 infringe the '450 patent.

4 94. Upon information and belief, despite Defendant's knowledge of the
5 existence of the '450 patent since at least as early as the filing of this Complaint,
6 Defendant continues to encourage, instruct, enable, and otherwise aid and abet third
7 parties, including but not limited to, Defendant's customers or technical personnel,
8 Defendant's agents, vehicle owners, and/or drivers/users of the Accused Products
9 and Services to use the Accused Products and Services in a manner that directly
10 infringes the '450 patent.

11 95. Upon information and belief, Defendant specifically intended that its
12 customers or technical personnel, Defendant's agents, vehicle owners, and/or
13 drivers/users use the Accused Products and Services in such a way that directly
14 infringes the '450 patent by, at a minimum, advertising, enticing, encouraging,
15 instructing, and aiding and abetting their customers, agents, vehicle owners, and/or
16 drivers/users, through the publication and dissemination of marketing materials,
17 detailed operational instructions, on-line promotional and instructional videos,
18 and/or technical assistance related to the Accused Products and Services, to use,
19 sell, offer for sale, and/or import, products and/or services supplied by Defendant,
20 including the Accused Products and Services, to directly infringe the '450 patent.

21 96. Upon information and belief, Defendant knew and knows that its
22 actions, including but not limited to providing detailed operating instructions,
23 promotional and instructional on-line videos, press releases, and other literature, in
24 relation to the Accused Products and Services, would induce, have induced, and
25 continues to induce direct infringement of the '450 patent by third parties, including
26 but not limited to Defendant's customers or technical personnel, Defendant's
27 agents, vehicle owners, and/or drivers/users.

28 97. Specifically, and by way of example, and as detailed at least in Pars.

1 28-44, 62, and 69 *supra*, each incorporated herein by reference, Defendant provides
2 detailed operating instructions, promotional and instructional on-line videos, press
3 releases, and other literature, in relation to the Accused Products and Services,
4 which induce, have induced, and continue to induce direct infringement of the '450
5 patent by third parties, including but not limited to Defendant's customers or
6 technical personnel, Defendant's agents, vehicle owners, and/or drivers/users,
7 including residents of the District.

8 98. West View Research has no adequate remedy at law against these acts
9 of patent infringement. Defendant's actions complained of herein are causing
10 irreparable harm and damages to West View Research and will continue to do so
11 unless and until Defendant is permanently enjoined by the Court.

12 99. As a direct and proximate result of the acts of patent infringement by
13 Defendant, West View Research has been damaged and continues to be damaged in
14 an amount not presently known.

15 100. West View Research has incurred and will incur attorneys' fees, costs,
16 and expenses in the prosecution of this action. The circumstances of this dispute
17 create or will create an exceptional case within the meaning of 35 U.S.C. § 285, and
18 West View Research is entitled to recover its reasonable and necessary fees and
19 expenses.

20 **PRAYER FOR RELIEF**

21 West View Research respectfully requests that judgment be entered in its
22 favor and against Defendant, and that the Court award the following relief to West
23 View Research:

24 A. A judgment in favor of West View Research that Defendant has
25 infringed, directly and/or indirectly, the Patents-in-Suit;

26 B. A judgment and order that Defendant accounts for and pays all
27 damages necessary to adequately compensate West View Research for infringement
28 of the Patents-in-Suit, but in no event less than a reasonable royalty;

1 C. A judgment and order finding that this is an exceptional case within
2 the meaning of 35 U.S.C. § 285 and awarding West View Research its reasonable
3 attorneys' fees against Defendant;

4 D. A judgment and order requiring Defendant to provide an accounting
5 and to pay supplemental damages to West View Research, including without
6 limitation, pre-judgment and post-judgment interest; and

7 E. Any and all other relief to which West View Research may be entitled.

8 **JURY DEMAND**

9 West View Research hereby respectfully demands trial by jury of all issues
10 so triable.

11
12 Dated: April 27, 2017

Respectfully submitted,

13 GAZDZINSKI & ASSOCIATES, P.C.

14 /s/ Adam Garson

15 ADAM GARSON
16 FREDERIC G. LUDWIG, III

17 Attorneys for Plaintiff
18 WEST VIEW RESEARCH, LLC
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