

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

FLEET CONNECT SOLUTIONS LLC, a  
Texas limited liability company,

Plaintiff,

v.

GENTRIFI, LLC, a Texas limited liability  
company

Defendant.

CIVIL ACTION FILE NO.

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**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

This is an action for patent infringement under 35 U.S.C. § 271, et seq., in which Plaintiff Fleet Connect Solutions LLC (“Fleet Connect”), makes the following allegations against Defendant Gentrifi, LLC (“Gentrifi”):

**Parties**

1. Fleet Connect is a limited liability company formed under the laws of Texas with its registered office address located in Austin, Texas.

2. Upon information and belief, Gentrifi is a limited liability company formed under the laws of Texas with its headquarters located at 5100 Eldorado Parkway, Suite 102-612, McKinney, Texas 75070. Gentrifi may be served with process upon its registered agent, Bruce A. Carucci, 5100 Eldorado Parkway, Suite 102-612, McKinney, Texas 75070.

**Nature of the Action**

3. This is a civil action for the infringement of U.S. Patent Nos. 6,429,810 (attached as **Exhibit A**, the “810 Patent”), 6,549,583 (attached as **Exhibit B**, the “583 Patent”), and 6,633,616 (attached as **Exhibit C**, the “616 Patent”) (collectively, the “Patents-in-Suit”).

4. Fleet Connect is the owner by assignment of the Patents-in-Suit, including the right to recover damages for past and ongoing infringement of the Patents-in-Suit.

**Jurisdiction and Venue**

5. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the patent laws of the United States, including 35 U.S.C. § 271 *et seq.*

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400(b). Gentrifi is a Texas limited liability company headquartered in this District, maintains a regular and established place of business in this District, has transacted business in this District, and committed acts of patent infringement in this District.

7. Gentrifi is subject to this Court’s specific and general personal jurisdiction pursuant to due process, due at least to its substantial business in this forum, including (i) being headquartered in this District; (ii) committing certain of the infringements alleged herein; and (iii) 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 District.

**The Patents-in-Suit and Gentrifi’s Infringement**

8. The 810 Patent (Ex. A) lawfully issued on August 6, 2002. The 810 Patent claims priority to Provisional Application No. 60/179,546, filed on February 1, 2000, Provisional Application No. 60/228,100, filed on August 28, 2000, and Provisional Application No. 60/242,355, filed on October 23, 2000. The 810 Patent is titled “Integrated Air Logistics System”.

9. The 810 Patent is valid and enforceable.

10. The 583 Patent (Ex. B) lawfully issued on April 15, 2003. The 583 Patent is titled “Optimum Phase Error Metric for OFDM Pilot Tone Tracking in Wireless LAN”.

11. The 583 Patent is valid and enforceable.

12. The 616 Patent (Ex. C) lawfully issued on October 14, 2003. The 616 Patent is a continuation-in-part of application No. 09/790,429, filed on February 21, 2001, now the 583 Patent. The 616 Patent is titled “OFDM Pilot Tone Tracking for Wireless LAN”.

13. The 616 Patent is valid and enforceable.

14. The Accused Instrumentalities in this case are the Omnitrac TT150 Trailer Tracking Solution (the “TT150 Solution”), and the Omnitrac Intelligent Vehicle Gateway LTE (the “IVG LTE”), both Omnitrac products. On information and belief, Gentrifi is an authorized reseller of Omnitrac’s products. On information and belief, Gentrifi offers for sale and sells both the TT150 Solution and IVG LTE products. *See Exhibits D-E* (pages from Gentrifi’s website, as of November 30, 2020).

15. Claim charts, incorporated herein by reference, are attached hereto as **Exhibits F-H** comparing the Accused Instrumentalities to the elements of the asserted claims of the Patents-in-Suit on an element-by-element basis, to show that the Accused Instrumentalities practice at least one claim of the Patents-in-Suit.

**Count 1:**  
**Infringement of U.S. Patent No. 6,429,810 (810 Patent)**

16. Fleet Connect herein incorporates the contents of the preceding paragraphs as if restated fully herein.

17. Gentrifi has infringed one or more claims of the 810 Patent under 35 U.S.C. § 271(a). Gentrifi has infringed the 810 Patent by selling and/or offering for sale the TT150 Solution. For example, see the claim chart attached hereto as Exhibit F and hereby incorporated by reference.

18. As a result of the continuing infringement of the 810 Patent, Fleet Connect has suffered damages, and is entitled, at a minimum, to recover a reasonable royalty to compensate for the infringement.

**Count 2:**  
**Infringement of U.S. Patent No. 6,549,583 (583 Patent)**

19. Fleet Connect herein incorporates the contents of the preceding paragraphs as if restated fully herein.

20. Gentrifi has infringed one or more claims of the 583 Patent under 35 U.S.C. § 271(a). Gentrifi has infringed the 583 Patent by selling and/or offering for sale the IVG LTE. For example, see the claim chart attached hereto as Exhibit G and hereby incorporated by reference.

21. As a result of the continuing infringement of the 583 Patent, Fleet Connect has suffered damages, and is entitled, at a minimum, to recover a reasonable royalty to compensate for the infringement.

**Count 3:**  
**Infringement of U.S. Patent No. 6,633,616 (616 Patent)**

22. Fleet Connect herein incorporates the contents of the preceding paragraphs as if restated fully herein.

23. Gentrifi has infringed one or more claims of the 616 Patent under 35 U.S.C. § 271(a). Gentrifi has infringed the 616 Patent by selling and/or offering for sale the IVG LTE. For example, see the claim chart attached hereto as Exhibit H and hereby incorporated by reference.

24. As a result of the continuing infringement of the 616 Patent, Fleet Connect has suffered damages, and is entitled, at a minimum, to recover a reasonable royalty to compensate for the infringement.

**Prayer for Relief**

Wherefore, Fleet Connect respectfully requests that this Court enter judgment against Gentrifi as follows:

- a) The Accused Instrumentalities as sold and offered for sale by Gentrifi infringe the Patents-in-Suit, literally or, alternatively, under the Doctrine of Equivalents;
- b) Fleet Connect is entitled to its damages resulting from these infringements in the amount that is no lower than a reasonable royalty, together with prejudgment and post-judgment interest thereon;
- c) Fleet Connect be awarded an accounting for any post-verdict infringement; and
- d) The Court grant Fleet Connect such other and additional relief as the Court determines to be just and proper.

**Demand for Jury Trial**

Fleet Connect hereby demands a trial by jury on all claims and issues so triable.

Dated: December 1, 2020

Respectfully submitted,

/s/ Steven G. Hill

Steven G. Hill - Georgia Bar No. 354658

*Permanently admitted, E.D. Texas*

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