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

AGIS SOFTWARE DEVELOPMENT LLC,	§ § §	Case No.
Plaintiff,	§ §	**JURY TRIAL DEMANDED**
v.	§ § §	
UBER TECHNOLOGIES INC., d/b/a UBER,	§ § §	
Defendant.	§ § §	

PLAINTIFF'S ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, AGIS Software Development LLC ("AGIS Software" or "Plaintiff") files this original Complaint against Defendant Uber Technologies Inc., d/b/a Uber ("Uber" or "Defendant") for patent infringement under 35 U.S.C. § 271 and alleges as follows:

THE PARTIES

1.   Plaintiff AGIS Software is a limited liability company organized and existing under the laws of the State of Texas and maintains its principal place of business at 100 W. Houston Street, Marshall, Texas 75670. AGIS Software is the owner of all right, title, and interest in and to U.S. Patent Nos. 7,031,728, 7,630,724, 8,213,970, 10,299,100, 10,341,838 and (the "Patents-in-Suit").

2.   Defendant Uber is a Delaware corporation and maintains its principal place of business at 1455 Market Street, #400, San Francisco, California 94103, and may be served with process via its registered agent, Corporation Service Company at 251 Little Falls Drive, Wilmington, Delaware 19808. Upon information and belief, Uber does business in Texas, directly or through intermediaries, and offers its products and/or services, including those

accused herein of infringement, to customers and potential customers located in Texas, including in the judicial Eastern District of Texas.

JURISDICTION AND VENUE

3.   This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.* This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1367.

4.   This Court has personal jurisdiction over Uber in this action because Uber has committed acts within the Eastern District of Texas giving rise to this action and has established minimum contacts with this forum such that the exercise of jurisdiction over Uber would not offend traditional notions of fair play and substantial justice. Uber conducts business and has committed acts of patent infringement and/or has induced acts of patent infringement by others in this Judicial District and/or has contributed to patent infringement by others in this Judicial District, the State of Texas, and elsewhere in the United States by, among other things, offering to sell and selling products and/or services that infringe the Patents-in-Suit.

5.   Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1391 and 1400(b). Uber is registered to do business in Texas and, upon information and belief, Uber has transacted business in the Eastern District of Texas, and has committed acts of direct and indirect infringement in the Eastern District of Texas.
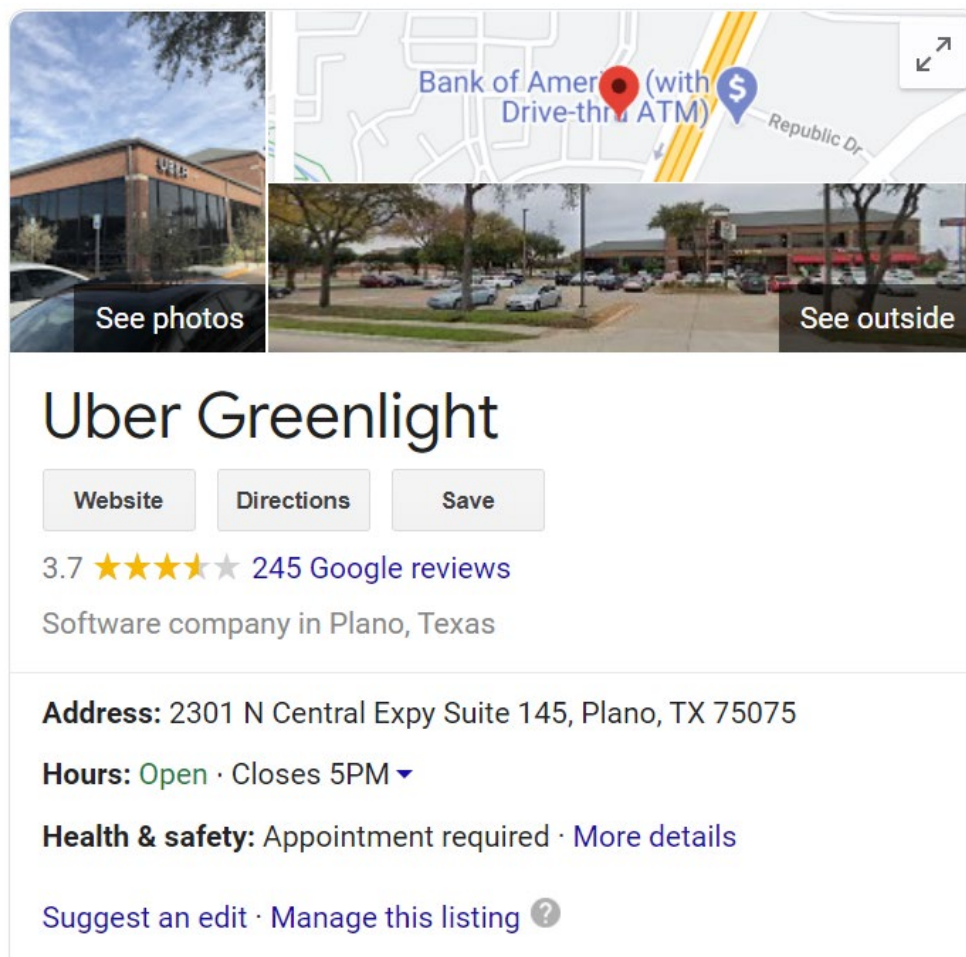
Uber Greenlight

6.   For example, venue is proper because Uber maintains a regular and established place of business in this District with an Uber Greenlight Hub at 2301 North Central Expressway, Suite 145, Plano, Texas 75075. The Greenlight Hub at this location is a physical

location of Uber in this District, from which Uber's employees and/or agents conduct its

business:

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7.   Upon information and belief, the Uber Greenlight Hub at 2301 North Central Expressway, Suite 145, Plano, Texas 75075 has continued to operate throughout the duration of the COVID-19 pandemic, either regularly or by appointment:

[1] https://www.google.com/maps/place/Uber+Greenlight/@33.0301283,-96.7093791,3a,75y/data=!3m8!1e2!3m6!1sAF1QipOkLpyQMzIEpxtBcxA4O2oatPlBhMu7D0s2hyHz!2e10!3e12!6shttps:%2F%2Flh5.googleusercontent.com%2Fp%2FAF1QipOkLpyQMzIEpxtBcxA4O2oatPlBhMu7D0s2hyHz%3Dw203-h270-k-no!7i3120!8i4160!4m8!1m2!2m1!1suber+greenlight!3m4!1s0x0:0x1a6b77e198ba1b5!8m2!3d33.0308295!4d-96.7095566
[2] https://www.google.com/maps/place/Uber+Greenlight/@33.0301283,-96.7093791,3a,75y,90t/data=!3m8!1e2!3m6!1sAF1QipOWt1SM6YgeiSh34D-52BLbhje5C4mB5bFBJ7ci!2e10!3e12!6shttps:%2F%2Flh5.googleusercontent.com%2Fp%2FAF1QipOWt1SM6YgeiSh34D-52BLbhje5C4mB5bFBJ7ci%3Dw203-h114-k-no!7i4032!8i2268!4m8!1m2!2m1!1suber+greenlight!3m4!1s0x0:0x1a6b77e198ba1b5!8m2!3d33.0308295!4d-96.7095566

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8.   Uber's Greenlight Hub provides support services to its drivers in this District.[3]

For example, Uber drivers may visit a Greenlight Hub for onboarding, to activate their account,

to have their profile pictures taken, for help with fares and payment, to change or remove a

"partner," for assistance after an accident or complaint, to return a lost item, for help operating

the Uber application, and for help deleting their account.[4]

9.   Upon information and belief, Uber's Greenlight Hub, including the one in this

District, is staffed by employees and/or agents of Uber. Those employees and/or agents carry

out Uber's business in this District by supporting the drivers responsible for its transportation

and delivery service. The Uber Greenlight Hub is further regularly visited by Uber drivers, who

are also Uber's employees and/or agents that conduct its business in this District.

10.   Upon information and belief, Uber also regularly establishes "Uber Spot"

locations in this District.[5] Uber Spots are "pop-up" locations from which Uber provides similar

services to those provided through the Greenlight Hub. [6]

Uber Vehicles in this District

11.   Venue is also proper because the vehicles of Uber Drivers in this District are its

regular and established places of business. The vehicles of Uber drivers in this District are

physical locations of Uber that are regularly visited by agents or employees of Uber and are

responsible for conducting Uber's business.

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[3] *See* https://help.uber.com/riders/article/greenlight-activation?nodeId=bccdc71d-b47a-44d9-9534-46d3d7ac69a5; *see also* https://www.uber.com/us/en/drive/contact/
[4] *See* https://help.uber.com/driving-and-delivering/section/book-an-in-person-appointment?nodeId=b7283a3d-1f70-48fb-a9e2-022766762104
[5] *See e.g.* https://www.howiuber.com/newyork
[6] *Id.*

12.   Uber drivers are employees and/or agents who carry out Uber's business from its Uber's locations (*e.g.* their vehicles) in this District. Through its applications, Uber enters transactions with its passengers, drivers, and other users. Upon information and belief, Uber collects approximately a third of all payments for transportation and delivery services offered through its applications.[7]

13.   Upon information and belief, there are over 900,000 Uber drivers in the United States.[8] Uber makes its transportation and delivery services available throughout this District and maintains Uber drivers with their vehicles in this District at all times.[9]

14.   For example, Uber controls the terms on which its drivers do business through in this District, both by exercising technical control of the Uber, Uber Freight, and Uber Eats Applications, and by imposing extensive terms and conditions on its drivers.[10]

15.   For example, Uber contractually obligates its drivers to follow "Community Guidelines," and may deactivate the account of any driver who does not comply. The Community Guidelines require that Uber's drivers maintain clean vehicles, be respectful towards Uber's customers, and disclose the use of video or audio recording devices, among other standards imposed by Uber.[11] Uber further binds its drivers to follow its Firearms Prohibition

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[7] *See* https://www.marketwatch.com/story/this-is-how-much-uber-drivers-really-make-2018-05-15#:~:text=Uber%20drivers%20typically%20collect%20%2424.77%20per%20hour%20in%20passenger%20fares.&text=From%20that%2C%20Uber%20takes%20%248.33,third%20of%20all%20passenger%20fares.&text=Vehicle%20expenses%20like%20gas%20and,into%20account%20their%20tax%20deductibility

[8] *See* https://www.theguardian.com/us-news/2019/mar/22/uber-lyft-ipo-drivers-unionize-low-pay-expenses#:~:text=According%20to%20Uber%2C%20there%20are,the%20expenses%20associated%20with%20driving

[9] *See e.g.* https://www.uber.com/global/en/cities/texarkana/

[10] *See e.g.* https://www.uber.com/legal/en/

[11] *See* https://www.uber.com/legal/en/document/?name=general-community-guidelines&country=united-states&lang=en

Policy,[12] Non-Discrimination Policy,[13] its Refund Policy,[14] its mandatory face covering policy,[15] its Service Animal Policy,[16] and its Support Conduct Guidelines.[17] Uber's terms dictate when and how its drivers are to provide services and provide Uber the sole authority to change its policies at any time, and to terminate its drivers for virtually any reason.

16.   Uber also encourages drivers to mark their vehicles with Uber decals, "beacons," and other Uber "trade dress."[18] Uber provides light-up "beacons" as "an exclusive Uber Pro Gift" to drivers in select cities, including in this District.[19]

17.   Uber compensates its drivers for following its policies both by enabling them to collect payments through the Uber and Uber Eats Applications, and by providing certain guaranteed minimum payments. For example, among other promotions, "if your guarantee offer amount is $1,000 and you earn $800 in fares, an additional $100 in tips, and an additional $50 in promotions (for a total of $950), you would receive an additional $200 because your fares didn't meet the guarantee offer amount."[20]

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[12] https://www.uber.com/legal/en/document/?name=firearms-prohibition-policy&country=united-states&lang=en

[13] https://www.uber.com/legal/en/document/?name=non-discrimination-policy&country=united-states&lang=en

[14] https://www.uber.com/legal/en/document/?name=refund-policy&country=united-states&lang=en

[15] https://www.uber.com/blog/your-safety-during-the-new-normal/

[16] https://www.uber.com/legal/en/document/?name=service-animal-policy

[17] https://www.uber.com/legal/en/document/?name=support-conduct-guidelines

[18] *See e.g.* https://help.uber.com/driving-and-delivering/article/uber-decal-requirements?nodeId=421b14ed-0685-4188-9fa3-f2104e881c3f; https://ubersticker.hhglobal.com/

[19] https://www.uber.com/us/en/beacon/

[20] *See* https://www.uber.com/legal/en/document/?name=terms-and-conditions-of-guarantee-offers-for-current-drivers&country=united-states&lang=en

PATENTS-IN-SUIT

18.   On July 3, 2012, the United States Patent and Trademark Office duly and legally

issued U.S. Patent No. 8,213,970 (the "'970 Patent") entitled "Method of Utilizing Forced Alerts

for Interactive Remote Communications." A true and correct copy of the '970 Patent is attached

hereto as Exhibit A.

19.   On December 8, 2009, the United States Patent and Trademark Office duly and

legally issued U.S. Patent No. 7,630,724 (the "'724 Patent") entitled "Method of Providing a

Cellular Phone/PDA Communication System." A true and correct copy of the '724 Patent is

attached hereto as Exhibit B.

20.   On April 18, 2006, the United States Patent and Trademark Office duly and

legally issued U.S. Patent No. 7,031,728 (the "'728 Patent") entitled "Cellular Phone/PDA

Communication System." A true and correct copy of the '728 Patent is attached hereto as

Exhibit C.

21.   On May 21, 2019, the United States Patent and Trademark Office duly and legally

issued U.S. Patent No. 10,299,100 (the "'100 Patent"), entitled "Method to Provide Ad Hoc and

Password Protected Digital and Voice Networks. A true and correct copy of the '100 Patent is

attached hereto as Exhibit D.

22.   On July 2, 2019, the United States Patent and Trademark Office duly and legally

issued U.S. Patent No. 10,341,838 (the "'838 Patent"), entitled "Method to Provide Ad Hoc and

Password Protected Digital and Voice Networks. A true and correct copy of the '838 Patent is

attached hereto as Exhibit E.

FACTUAL ALLEGATIONS

23.   Malcolm K. "Cap" Beyer, Jr., a graduate of the United States Naval Academy and a former U.S. Marine, is the CEO of AGIS Software and a named inventor of the AGIS patent portfolio. Mr. Beyer founded Advanced Ground Information Systems, Inc. ("AGIS, Inc.") shortly after the September 11, 2001 terrorist attacks because he believed that many first responder and civilian lives could have been saved through the implementation of a better communication system. He envisioned and developed a new communication system that would use integrated software and hardware components on mobile devices to give users situational awareness superior to systems provided by conventional military and first responder radio systems.

24.   AGIS, Inc. developed prototypes that matured into its LifeRing system. LifeRing provides first responders, law enforcement, and military personnel with what is essentially a tactical operations center built into hand-held mobile devices. Using GPS-based location technology and existing or special-purpose cellular communication networks, LifeRing users can exchange location, heading, speed, and other information with other members of a group, view each other's locations on maps and satellite images, and rapidly communicate and coordinate their efforts.

25.   AGIS Software licenses its patent portfolio, including the '970, '724, '728, '838, and '100 Patents, to AGIS, Inc. AGIS, Inc.'s LifeRing product practices one or more of the patents in the AGIS portfolio and AGIS, Inc. has marked its products accordingly. AGIS Software and all previous assignees of the Patents-in-Suit have complied with the requirements of 35 U.S.C. § 287(a).

26.   Uber has manufactured, used, marketed, distributed, sold, offered for sale, and exported from and imported into the United States products and software that infringe the Patents-in-Suit, *e.g.*, the Uber, Uber Driver, Uber Eats, Uber Fleet, Uber Freight, Uber Eats Orders, and Uber Eats Manger Applications and the related services and/or servers for the applications (collectively, the "Accused Products"). The Accused Products infringe each of the Asserted Patents.

27.   The Accused Products include functionalities that allow users to form and/or join networks or groups, share and view locations with other users, display symbols corresponding to locations (including locations of other users) on a map, and communicate with other users via text, voice, and multimedia-based communication. Additionally, the Accused Products include functionalities to allow users to form and/or join networks or groups to request a ride and/or to schedule a delivery. The Accused Products include functionalities to display map information, including symbols corresponding with users (*e.g.* drivers and/or passengers), entities, and locations. The Accused Products include functionalities to send a forced message alert to which a required response must be transmitted, such as when a driver receives a request for a ride. The Accused Products include functionalities to enable communications, such as voice calls between users such as riders and drivers. The Accused Products practice the claims of the Asserted Patents to improve rider and driver experiences and to improve Uber's position in the market.
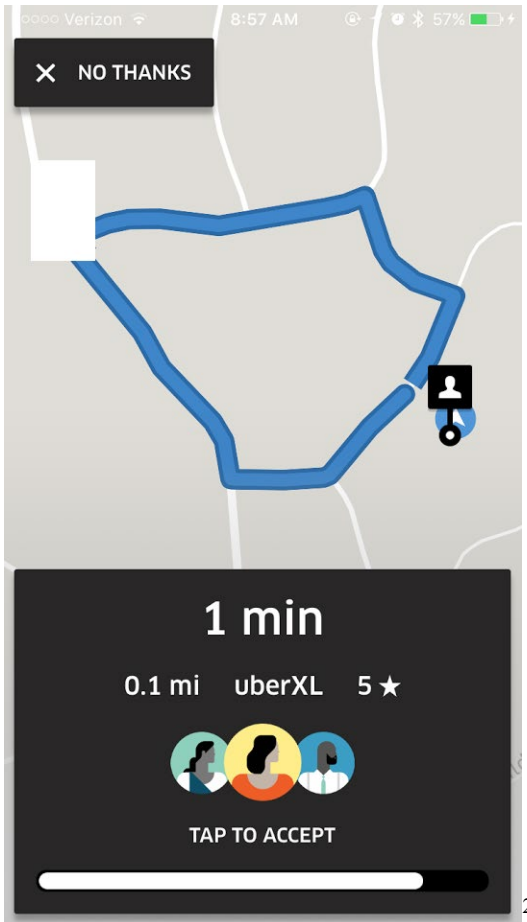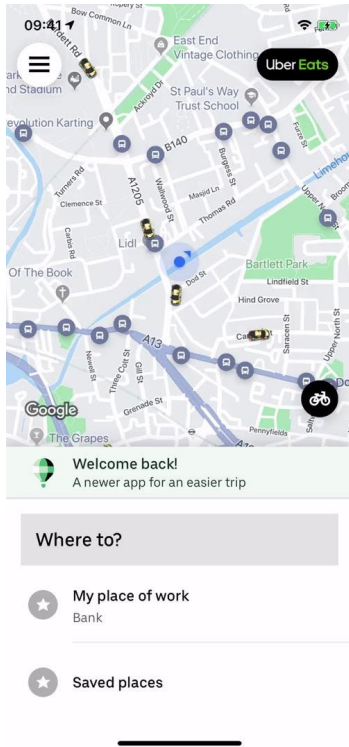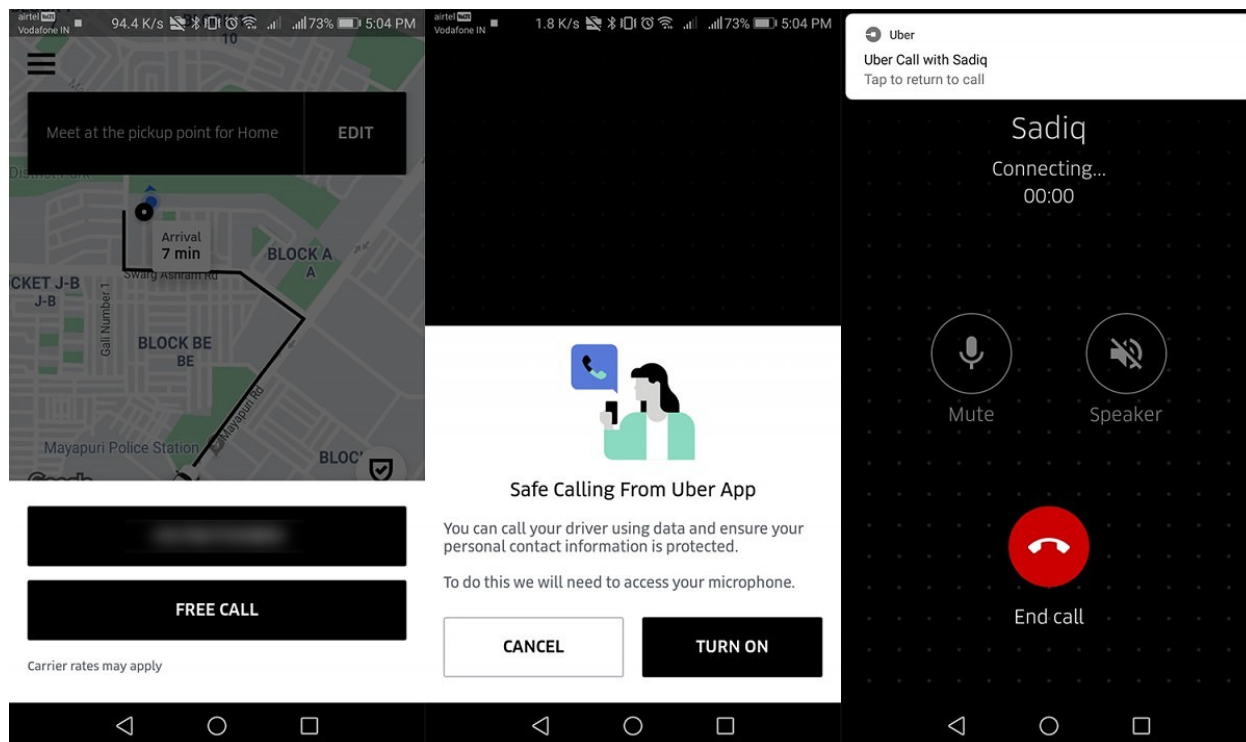
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COUNT I
(Infringement of the '970 Patent)

28.   Paragraphs 1 through 27 are incorporated herein by reference as if fully set forth

in their entireties.

29.   AGIS Software has not licensed or otherwise authorized Defendant to make, use,

offer for sale, sell, or import any Accused Products and/or products that embody the inventions

of the '970 Patent.

30.   Defendant infringes, contributes to the infringement of, and/or induces

infringement of the '970 Patent by making, using, selling, offering for sale, distributing,

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23 https://1.bp.blogspot.com/-yfeCBIk7Yl4/XGPz-sZI-
bI/AAAAAAAAGMQ/hkmLi7M4e7A8CB6iiGnBcAJCkWMvGxBgwCLcBGAs/s1600/uber-
voip-call.jpg

exporting from, and/or importing into the United States products and/or methods covered by one or more claims of the '970 Patent including, but not limited to, the Accused Products.

31.   Defendant has and continues to directly infringe at least claim 10 of the '970 Patent, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products without authority and in violation of 35 U.S.C. § 271(a).

32.   Defendant has and continues to indirectly infringe at least claim 10 of the '970 Patent by actively, knowingly, and intentionally inducing others to directly infringe, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the infringing Accused Products, and by instructing users of the Accused Products to perform at least the method of claim 10 in the '970 Patent. For example, Defendant, with knowledge that the Accused Products infringe the '970 Patent at least as of the date of this Complaint, actively, knowingly, and intentionally induced, and continues to actively, knowingly, and intentionally induce direct infringement of at least claim 10 of the '970 Patent in violation of 35 U.S.C. § 271(b).

33.   For example, Defendant has indirectly infringed and continues to indirectly infringe at least claim 10 of the '970 Patent in the United States because Defendant's customers use such Accused Products, including at least the Uber, Uber Driver, Uber Eats, Uber Fleet, Uber Freight, Uber Eats Orders, and Uber Eats Manger Applications alone or in conjunction with additional Accused Products (*e.g.* supporting hardware and software), in accordance with Defendant's instructions and thereby directly infringe at least claim 10 of the '970 Patent in violation of 35 U.S.C. § 271. For example, Uber directly and/or indirectly intentionally instructs its customers to infringe through training videos, demonstrations, brochures, installations and/or

user guides, such as those located at one or more of the following:

https://www.uber.com/us/en/drive/basics/?city=dallas; https://help.uber.com/riders/section/a-guide-to-uber?nodeId=5a9e5cd6-88f4-4597-b29a-4feb67d407c2; and Uber agents and

representatives located within this Judicial District. Defendant is thereby also liable for

infringement of the '970 Patent under 35 U.S.C. § 271(b).

34.   Defendant directly infringes and/or indirectly infringes by practicing a method of

receiving, acknowledging, and responding to a forced message alert from a sender PDA/cell

phone to a recipient PDA/cell phone, wherein the receipt, acknowledgment, and response to said

forced message alert is forced by a forced message alert software application program. For

example, the Uber driver application is a forced message alert software application, which

requires acknowledgement of forced message alerts (*e.g.* ride requests).

35.   Defendant directly infringes and/or indirectly infringes by receiving an

electronically transmitted electronic message; identifying said electronic message as a forced

message alert, wherein said forced message alert comprises a voice or text message and a forced

message alert application software packet, which triggers the activation of the forced message

alert software application program within the recipient PDA/cell phone. For example, the Uber

Driver Application receives an electronically transmitted request for a ride which triggers a

forced message alert that locks the device for a period of time until the user sends a response

message (decline or accept) to clear the locked display:
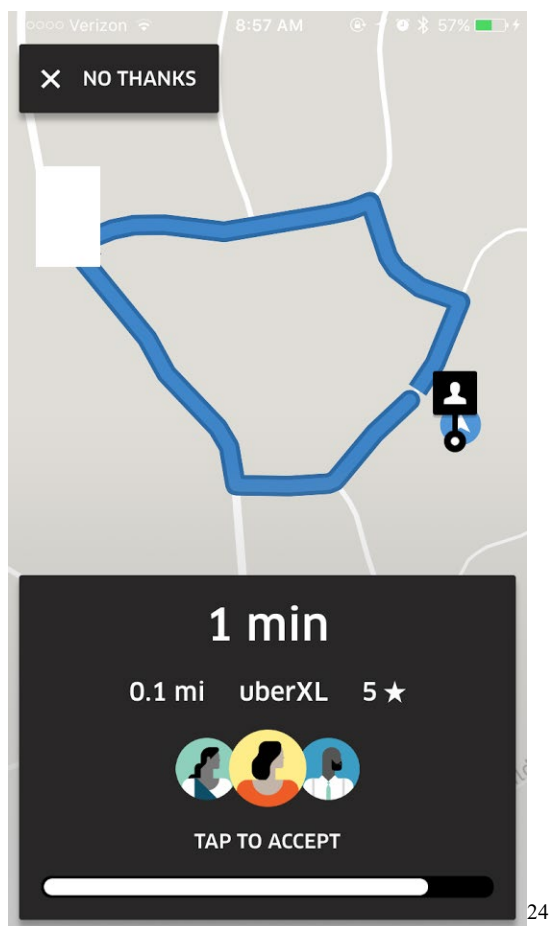
36.   Defendant directly and/or indirectly infringes by transmitting an automatic acknowledgment of receipt to the sender PDA/cell phone, which triggers the forced message alert software application program to take control of the recipient PDA/cell phone and show the content of the text message and a required response list on the display recipient PDA/cell phone or to repeat audibly the content of the voice message on the speakers of the recipient PDA/cell phone and show the required response list on the display recipient PDA/cell phone. For example, receipt of a ride request takes control of the Uber Driver's cell phone, displays a message with at least a pickup location, and plays an alert until a required response is selected.

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[24] https://media.rideguru.com/uploads/driver-pickup-request.png

37.   Defendant directly and/or indirectly infringes by transmitting a selected required response from the response list in order to allow the message required response list to be cleared from the recipient's cell phone display, whether said selected response is a chosen option from the response list, causing the forced message alert software to release control of the recipient PDA/cell phone and stop showing the content of the text message and a response list on the display recipient PDA/cell phone, and/or stop repeating the content of the voice message on the speakers of the recipient PDA/cell phone. For example, the Uber Driver Application requires tapping to accept or dismiss a ride request to release control of the recipient cell phone.

38.   Defendant directly and/or indirectly infringes by displaying the response received from the PDA cell phone that transmitted the response on the sender of the forced alert PDA/cell phone. For example, The Uber Application displays a driver's response when a request for a ride is accepted.

39.   Defendant has had knowledge and notice of the '970 Patent at least as of the filing of the Complaint.

40.   Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '970 Patent, as provided by 35 U.S.C. § 271(b), by inducing infringement by others, such as Defendant's customers and end-users, in this District and elsewhere in the United States. For example, Defendant's customers and end-users directly infringe, either literally or under the doctrine of equivalents, through their use of the inventions claimed in the '970 Patent. Defendant induces this direct infringement through its affirmative acts of manufacturing, selling, distributing, and/or otherwise making available the Accused Products, and providing instructions, documentation, and other information to customers and end-users suggesting that they use the Accused Products in an infringing manner, including technical support, marketing,

product manuals, advertisements, and online documentation. Because of Defendant's

inducement, Defendant's customers and end-users use Accused Products in a way Defendant

intends and directly infringe the '970 Patent. Defendant performs these affirmative acts with

knowledge of the '970 Patent and with the intent, or willful blindness, that the induced acts

directly infringe the '970 Patent.

41.   Defendant has indirectly infringed and continues to indirectly infringe one or

more claims of the '970 Patent, as provided by 35 U.S.C. § 271(c), by contributing to direct

infringement by others, such as customers and end-users, in this District and elsewhere in the

United States. Defendant's affirmative acts of selling and offering to sell the Accused Products

in this District and elsewhere in the United States and causing the Accused Products to be

manufactured, used, sold, and offered for sale contributes to others' use and manufacture of the

Accused Products such that the '970 Patent is directly infringed by others. The accused

components within the Accused Products are material to the invention of the '970 Patent, are not

staple articles or commodities of commerce, have no substantial non-infringing uses, and are

known by Defendant to be especially made or adapted for use in the infringement of the '970

Patent. Defendant performs these affirmative acts with knowledge of the '970 Patent and with

intent, or willful blindness, that they cause the direct infringement of the '970 Patent.

42.   AGIS Software has suffered damages as a result of Defendant's direct and

indirect infringement of the '970 Patent in an amount to be proved at trial.

43.   AGIS Software has suffered, and will continue to suffer, irreparable harm as a

result of Defendant's infringement of the '970 Patent for which there is no adequate remedy at

law, unless Defendant's infringement is enjoined by this Court.

COUNT II
(Infringement of the '724 Patent)

44.   Paragraphs 1 through 27 are incorporated herein by reference as if fully set forth in their entireties.

45.   AGIS Software has not licensed or otherwise authorized Defendant to make, use, offer for sale, sell, or import any Accused Products and/or products that embody the inventions of the '724 Patent.

46.   Defendant infringes, contributes to the infringement of, and/or induces infringement of the '724 Patent by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States products and/or methods covered by one or more claims of the '724 Patent including, but not limited to, the Accused Products.

47.   Defendant has and continues to directly infringe at least claim 9 of the '724 Patent, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products without authority and in violation of 35 U.S.C. § 271(a).

48.   Defendant has and continues to indirectly infringe at least claim 9 of the '724 Patent by actively, knowingly, and intentionally inducing others to directly infringe, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products and by instructing users of the Accused Products to perform methods claimed in the '724 Patent. For example, Defendant, with knowledge that the Accused Products infringe the '724 Patent at least as of the date of this Complaint, actively, knowingly, and intentionally induced, and continues to knowingly and intentionally induce direct infringement of the '724 Patent in violation of 35 U.S.C. § 271(b).

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49.   For example, Defendant has indirectly infringed and continues to indirectly

infringe at least claim 9 of the '724 Patent in the United States because Defendant's customers

use the Accused Products, including at least the Uber, Uber Driver, Uber Eats, Uber Fleet, Uber

Freight, Uber Eats Orders, and Uber Eats Manger Applications, alone or in conjunction with

additional Accused Products (*e.g.* supporting hardware and software), in accordance with

Defendant's instructions and thereby directly infringe at least claim 9 of the '724 Patent in

violation of 35 U.S.C. § 271. For example, Uber directly and/or indirectly intentionally instructs

its customers to infringe through training videos, demonstrations, brochures, installations and/or

user guides, such as those located at one or more of the following:

https://www.uber.com/us/en/drive/basics/?city=dallas; https://help.uber.com/riders/section/a-

guide-to-uber?nodeId=5a9e5cd6-88f4-4597-b29a-4feb67d407c2; and Uber agents and

representatives located within this Judicial District. Defendant is thereby also liable for

infringement of the '724 Patent under 35 U.S.C. § 271(b).

50.   Defendant directly and/or indirectly infringes by practicing a method for

providing a cellular phone communication network for designated participating users, each user

having a similarly equipped cellular phone that includes a CPU, GPS navigational system, an

interact message transmitter and receiver and a touch screen display comprising: accessing a

database in each cell phone that includes a geographical map of a predetermined area for user

viewing on the touch screen display; accessing an application program in each cell phone for

generating one or more symbols representative of one or more participating users, each of whom

have a similarly equipped cellular phone; accessing a database in each cell phone that includes

cellular telephone numbers of each of the participating users having similarly equipped cellular

phones, said database including the generation of one or more symbols associated with a

particular participating user; calling a participating user by touching the symbol on the map display and touching a call switch; connecting each of the cell phones to an internet connection; and exchanging IP addresses using SMS or other digital message format between and among each of the network participant users so that communications between participants is established via IP or transmission of a network participant's IP address to a server which then transmits data to other network participants using the IP address previously.

51.   For example, the Uber Application runs on smart phones which include navigation systems and provides a touch screen interface with a geographic map that allows users (*e.g.* riders) to call other users (*e.g.* drivers) by touching a symbol on the map display, as depicted below. For example, the Uber and/or Uber Driver Applications connect cell phones to an internet connection and exchange IP addresses during a call.
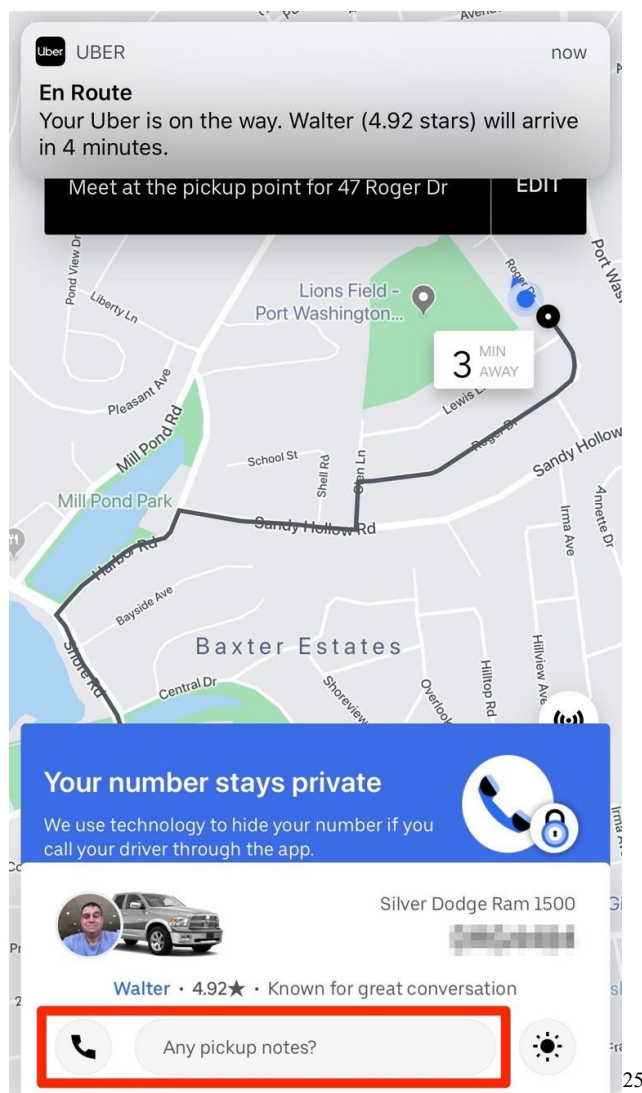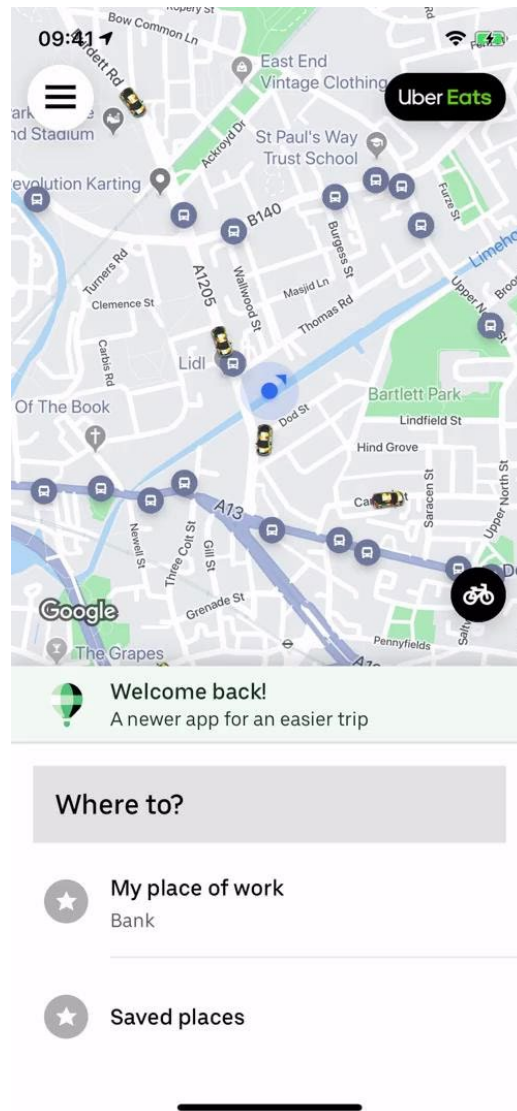
52.   For example, the Uber, Uber Driver, and Uber Eats Applications run smart

phones which include voice communication, free and operator selected text messages,

photograph and video, a CPU, a GPS navigation system, and a touch screen display.

53.   For example, the Uber, Uber Driver, and Uber Eats Applications enable

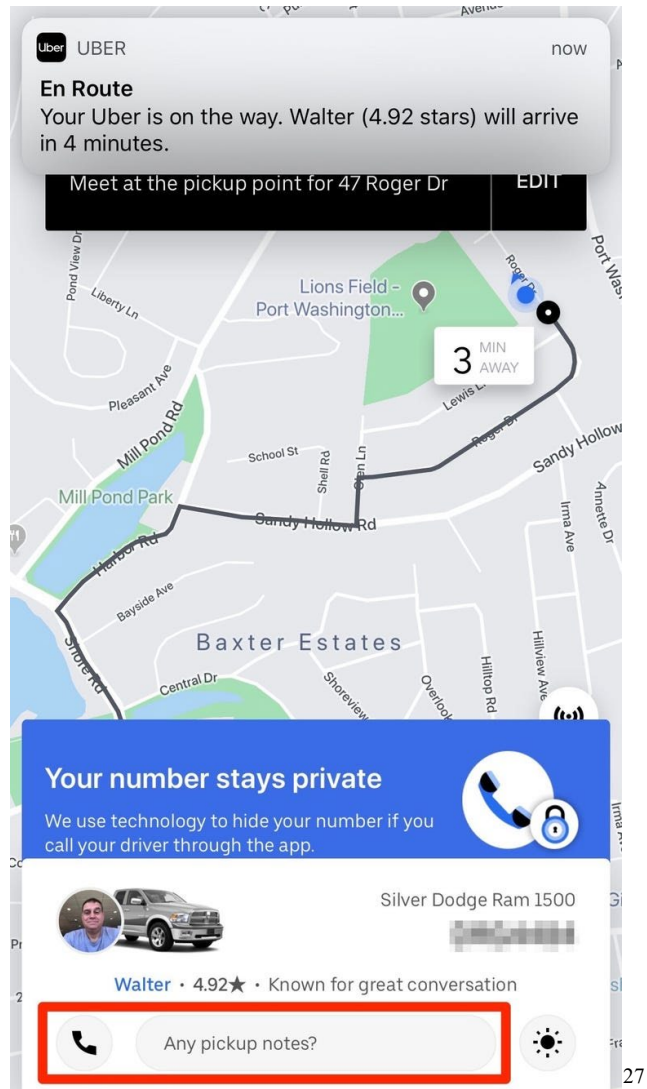generating one or more symbols on a touch screen display, such as vehicle symbols

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[25] https://www.google.com/url?sa=i&url=https%3A%2F%2Fwww.businessinsider.com%2Fhow-to-contact-uber-driver&psig=AOvVaw2XA6rxfnh1RqVOK3xxmPim&ust=1611433798461000&source=images&cd=vfe&ved=0CAIQjRxqFwoTCNCd2eywsO4CFQAAAAAdAAAAABAD

corresponding with the location of a smart device running the Uber Driver Application. Each symbol has a corresponding longitude and latitude.

54. For example, the Uber, Uber Driver, and Uber Eats Applications provides and stores the phone numbers of users and drivers in the memories of their respective phones (*e.g.* through communication with a server). The Uber, Uber Driver, and Uber Eats Applications enable a user and/or driver to place a call by selecting a symbol on the touch display.

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[26] https://pageflows.com/media/videos/screenie_571b9f10-8912-43c0-949e-0f62eb0cb093.jpg

55.   Defendant has had knowledge and notice of the '724 Patent at least as of the filing

of the Complaint.

56.   Defendant has indirectly infringed and continues to indirectly infringe one or

more claims of the '724 Patent, as provided by 35 U.S.C. § 271(b), by inducing infringement by

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[27] https://www.google.com/url?sa=i&url=https%3A%2F%2Fwww.businessinsider.com%2Fhow-to-contact-uber-
driver&psig=AOvVaw2XA6rxfnh1RqVOK3xxmPim&ust=1611433798461000&source=images
&cd=vfe&ved=0CAIQjRxqFwoTCNCd2eywsO4CFQAAAAAdAAAAABAD.

others, such as Defendant's customers and end-users, in this District and elsewhere in the United

States. For example, Defendant's customers and end-users directly infringe, either literally or

under the doctrine of equivalents, through their use of the inventions claimed in the '724 Patent.

Defendant induces this direct infringement through its affirmative acts of manufacturing, selling,

distributing, and/or otherwise making available the Accused Products, and providing

instructions, documentation, and other information to customers and end-users suggesting that

they use the Accused Products in an infringing manner, including technical support, marketing,

product manuals, advertisements, and online documentation. Because of Defendant's

inducement, Defendant's customers and end-users use Accused Products in a way Defendant

intends and directly infringe the '724 Patent. Defendant performs these affirmative acts with

knowledge of the '724 Patent and with the intent, or willful blindness, that the induced acts

directly infringe the '724 Patent.

57.   Defendant has indirectly infringed and continues to indirectly infringe one or

more claims of the '724 Patent, as provided by 35 U.S.C. § 271(c), by contributing to direct

infringement by others, such as customers and end-users, in this District and elsewhere in the

United States. Defendant's affirmative acts of selling and offering to sell the Accused Products

in this District and elsewhere in the United States and causing the Accused Products to be

manufactured, used, sold, and offered for sale contributes to others' use and manufacture of the

Accused Products such that the '724 Patent is directly infringed by others. The accused

components within the Accused Products are material to the invention of the '724 Patent, are not

staple articles or commodities of commerce, have no substantial non-infringing uses, and are

known by Defendant to be especially made or adapted for use in the infringement of the '724

Patent. Defendant performs these affirmative acts with knowledge of the '724 Patent and with intent, or willful blindness, that they cause the direct infringement of the '724 Patent.

58.   AGIS Software has suffered damages as a result of Defendant's direct and indirect infringement of the '724 Patent in an amount to be proved at trial.

59.   AGIS Software has suffered, and will continue to suffer, irreparable harm as a result of Defendant's infringement of the '724 Patent for which there is no adequate remedy at law, unless Defendant's infringement is enjoined by this Court.

<div align="center">

COUNT III
(Infringement of the '728 Patent)

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60.   Paragraphs 1 through 27 are incorporated herein by reference as if fully set forth in their entireties.

61.   AGIS Software has not licensed or otherwise authorized Defendant to make, use, offer for sale, sell, or import any products that embody the inventions of the '728 Patent.

62.   Defendant infringes, contributes to the infringement of, and/or induces infringement of the '728 Patent by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States products and/or methods covered by one or more claims of the '728 Patent including, but not limited to, the Accused Products.

63.   Defendant has and continues to directly infringe at least claim 7 of the '728 Patent, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products without authority and in violation of 35 U.S.C. § 271(a).

64.   Defendant has and continues to indirectly infringe at least claim 7 of the '728 Patent by actively, knowingly, and intentionally inducing others to directly infringe, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale,

distributing, exporting from, and/or importing into the United States the infringing Accused

Products and by instructing users of the Accused Products to perform at least the method of

claim 7 in the '728 Patent. For example, Defendant, with knowledge that the Accused Products

infringe the '728 Patent at least as of the date of this Complaint, actively, knowingly, and

intentionally induced, and continues to actively, knowingly, and intentionally induce direct

infringement of at least claim 7 of the '728 Patent in violation of 35 U.S.C. § 271(b).

65.   For example, Defendant has indirectly infringed and continues to indirectly

infringe at least claim 7 of the '728 Patent in the United States because Defendant's customers

use such Accused Products, including at least the Uber, Uber Driver, Uber Eats, Uber Fleet, Uber

Freight, Uber Eats Orders, and Uber Eats Manger Applications alone or in conjunction with

additional Accused Products (*e.g.* supporting hardware and software), in accordance with

Defendant's instructions and thereby directly infringe at least claim 7 of the '728 Patent in

violation of 35 U.S.C. § 271. For example, Uber directly and/or indirectly intentionally instructs

its customers to infringe through training videos, demonstrations, brochures, installations and/or

user guides, such as those located at one or more of the following:

https://www.uber.com/us/en/drive/basics/?city=dallas; https://help.uber.com/riders/section/a-

guide-to-uber?nodeId=5a9e5cd6-88f4-4597-b29a-4feb67d407c2; and Uber agents and

representatives located within this Judicial District. Defendant is thereby also liable for

infringement of the '728 Patent under 35 U.S.C. § 271(b).

66.   Defendant directly infringes and/or indirectly infringes by practicing a method of

establishing a cellular phone communication network for designated participants, each having a

similarly equipped cellular phone that includes voice communication, free and operator selected

text messages, photograph and video, a CPU, a GPS navigation system and a touch screen

display comprising the steps of: (a) generating one or more symbols on the touch display screen, each representing a different participant that has a cellular phone that includes said voice communication, free and operator selected text messages, photograph and video, a CPU, said GPS system and a touch screen display; (b) providing and storing in each of the participant cellular phones one or more cellular phone telephone numbers, each cellular phone number of which relates to a different symbol of each of the participants in the communication network; (c) providing initiating cellular phone calling software in each cellular phone that is activated by touching a symbol on the touch display that automatically initiates a cellular phone call using the stored cellular phone number to the participant represented by the symbol; and (d) generating a geographical location chart on said display screen to show the geographical location of each of the symbols representing the participants in the communication network by latitude and longitude.

67.   For example, the Uber, Uber Driver, and Uber Eats Applications run smart phones which include voice communication, free and operator selected text messages, photograph and video, a CPU, a GPS navigation system, and a touch screen display.

68.   For example, the Uber, Uber Driver, and Uber Eats Applications enable generating one or more symbols on a touch screen display, such as vehicle symbols corresponding with the location of a smart device running the Uber Driver Application. Each symbol has a corresponding longitude and latitude.
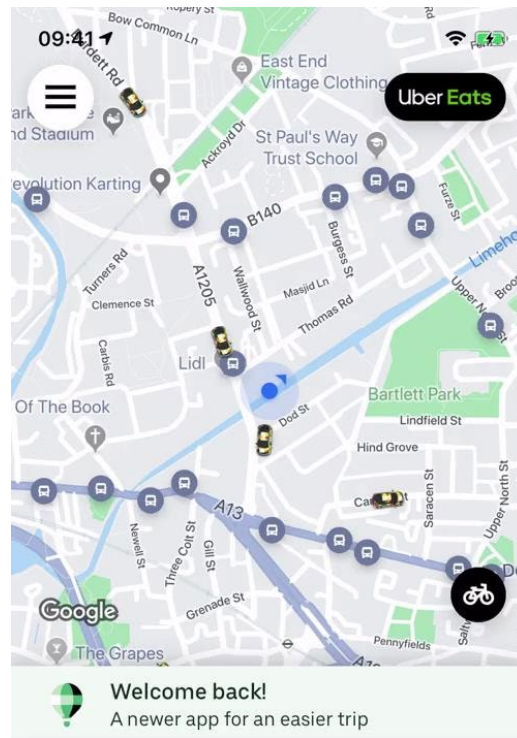
28

69.   For example, the Uber, Uber Driver, and Uber Eats Applications provides and stores the phone numbers of users and drivers in the memories of their respective phones (*e.g.* through communication with a server). The Uber, Uber Driver, and Uber Eats Applications enable a user and/or driver to place a call by selecting a symbol on the touch display.

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[28] https://pageflows.com/media/videos/screenie_571b9f10-8912-43c0-949e-0f62eb0cb093.jpg
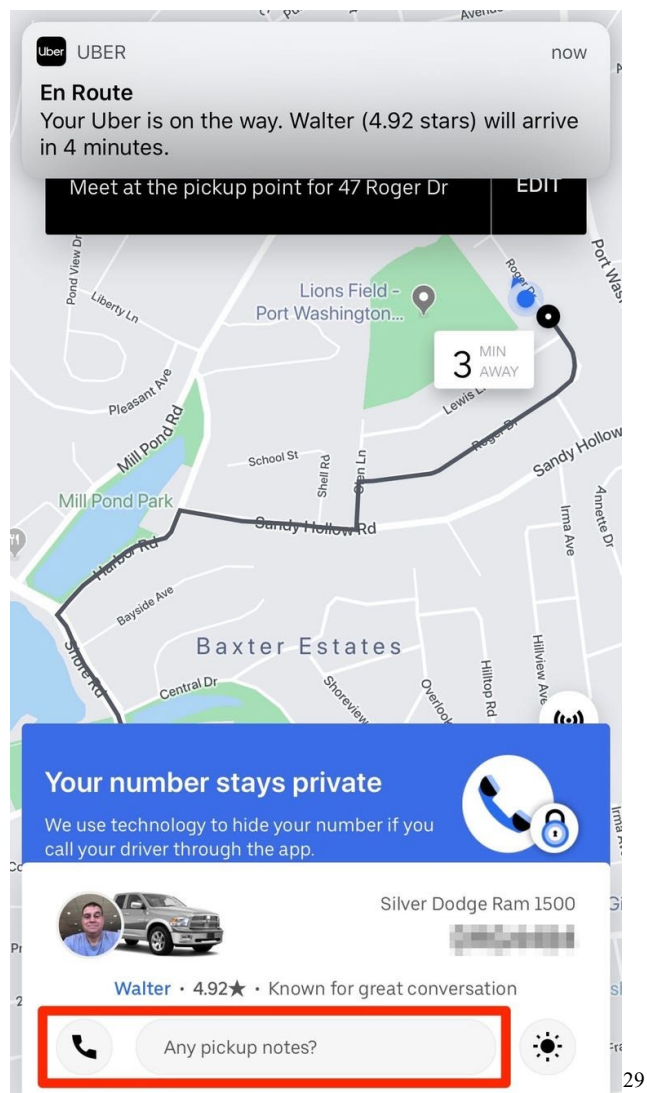
70.   Defendant has had knowledge and notice of the '728 Patent at least as of the filing of the Complaint.

71.   Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '728 Patent, as provided by 35 U.S.C. § 271(b), by inducing infringement by others, such as Defendant's customers and end-users, in this District and elsewhere in the United

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[29] https://www.google.com/url?sa=i&url=https%3A%2F%2Fwww.businessinsider.com%2Fhow-to-contact-uber-driver&psig=AOvVaw2XA6rxfnh1RqVOK3xxmPim&ust=1611433798461000&source=images&cd=vfe&ved=0CAIQjRxqFwoTCNCd2eywsO4CFQAAAAAdAAAAABAD.

States. For example, Defendant's customers and end-users directly infringe, either literally or under the doctrine of equivalents, through their use of the inventions claimed in the '728 Patent. Defendant induces this direct infringement through its affirmative acts of manufacturing, selling, distributing, and/or otherwise making available the Accused Products, and providing instructions, documentation, and other information to customers and end-users suggesting that they use the Accused Products in an infringing manner, including technical support, marketing, product manuals, advertisements, and online documentation. Because of Defendant's inducement, Defendant's customers and end-users use Accused Products in a way Defendant intends and directly infringe the '728 Patent. Defendant performs these affirmative acts with knowledge of the '728 Patent and with the intent, or willful blindness, that the induced acts directly infringe the '728 Patent.

72.   Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '728 Patent, as provided by 35 U.S.C. § 271(c), by contributing to direct infringement by others, such as customers and end-users, in this District and elsewhere in the United States. Defendant's affirmative acts of selling and offering to sell the Accused Products in this District and elsewhere in the United States and causing the Accused Products to be manufactured, used, sold, and offered for sale contributes to others' use and manufacture of the Accused Products such that the '728 Patent is directly infringed by others. The accused components within the Accused Products are material to the invention of the '728 Patent, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Defendant to be especially made or adapted for use in the infringement of the '728 Patent. Defendant performs these affirmative acts with knowledge of the '728 Patent and with intent, or willful blindness, that they cause the direct infringement of the '728 Patent.

73.   AGIS Software has suffered damages as a result of Defendant's direct and indirect infringement of the '728 Patent in an amount to be proved at trial.

74.   AGIS Software has suffered, and will continue to suffer, irreparable harm as a result of Defendant's infringement of the '728 Patent for which there is no adequate remedy at law, unless Defendant's infringement is enjoined by this Court.

COUNT IV
(Infringement of the '838 Patent)

75.   Paragraphs 1 through 27 are incorporated herein by reference as if fully set forth in their entireties.

76.   AGIS Software has not licensed or otherwise authorized Defendant to make, use, offer for sale, sell, or import any Accused Products and/or products that embody the inventions of the '838 Patent.

77.   Defendant infringes, contributes to the infringement of, and/or induces infringement of the '838 Patent by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States products and/or methods covered by one or more claims of the '838 Patent including, but not limited to, the Accused Products.

78.   Defendant has and continues to directly infringe at least claim 1 of the '838 Patent, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products without authority and in violation of 35 U.S.C. § 271(a).

79.   Defendant has and continues to indirectly infringe at least claim 1 of the '838 Patent by actively, knowingly, and intentionally inducing others to directly infringe, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the infringing Accused

Products and by instructing users of the Accused Products to perform at least the method of

claim 1 in the '838 Patent. For example, Defendant, with knowledge that the Accused Products

infringe the '838 Patent at least as of the date of this Complaint, actively, knowingly, and

intentionally induced, and continues to actively, knowingly, and intentionally induce direct

infringement of at least claim 1 of the '838 Patent in violation of 35 U.S.C. § 271(b).

80.   For example, Defendant has indirectly infringed and continues to indirectly

infringe at least claim 1 of the '838 Patent in the United States because Defendant's customers

use such Accused Products, including at least the Uber, Uber Driver, Uber Eats, Uber Fleet, Uber

Freight, Uber Eats Orders, and Uber Eats Manger Applications alone or in conjunction with

additional Accused Products (*e.g.* supporting hardware and software), in accordance with

Defendant's instructions and thereby directly infringe at least claim 1 of the '838 Patent in

violation of 35 U.S.C. § 271.

81.   For example, Uber directly and/or indirectly intentionally instructs its customers

to infringe through training videos, demonstrations, brochures, installations and/or user guides,

such as those located at one or more of the following:

https://www.uber.com/us/en/drive/basics/?city=dallas; https://help.uber.com/riders/section/a-

guide-to-uber?nodeId=5a9e5cd6-88f4-4597-b29a-4feb67d407c2; and Uber agents and

representatives located within this Judicial District. Defendant is thereby also liable for

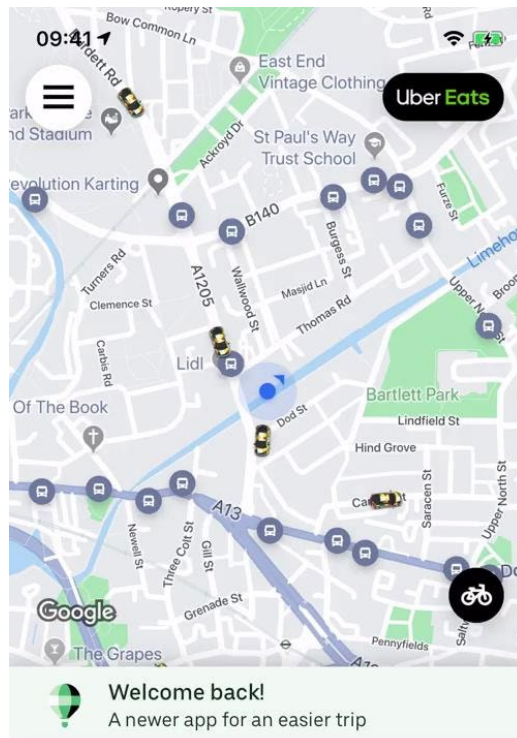infringement of the '838 Patent under 35 U.S.C. § 271(b).

82.   Defendant directly infringes and/or indirectly infringes by practicing a method

performed by one or more servers each having one or more processors, the method comprising

executing operations on the one or more processors, the operations comprising: obtaining first

data provided by a first mobile device corresponding to a vehicle, the first data including a first

identifier; permitting the first mobile device corresponding to the vehicle to join a

communication network, the permitting based on a determination regarding the first data;

obtaining second data provided by a second mobile device corresponding to a participant, the

second data including a second identifier associated with the participant; allowing the second

mobile device corresponding to the participant to join the communication network, the allowing

based on a determination regarding the second data; receiving vehicle location data provided by

the first mobile device corresponding to the vehicle, wherein the vehicle location data are

associated with the first identifier and indicate coordinates of a geographical location of the first

mobile device; receiving participant location data provided by the second mobile device

corresponding to the participant, wherein the participant location data are associated with the

second identifier and indicate coordinates of a geographical location of the second mobile

device; sending participant data to the second mobile device corresponding to the participant,

wherein the participant data comprise the vehicle location data, wherein the second mobile

device corresponding to the participant is configured to (1) determine coordinates of a position

on the participant map corresponding to the coordinates of the geographical location of the

second mobile device, (2) display the participant map, and (3) place a first symbol on the

participant map at the determined coordinates of the position on the participant map

corresponding to the coordinates of the geographical location of the second mobile device;

sending vehicle data to the first mobile device corresponding to the vehicle, wherein the vehicle

data comprise the participant location data, wherein the first mobile device corresponding to the

vehicle is configured to (1) determine coordinates of a position on the vehicle map corresponding

to the coordinates of the geographical location of the first mobile device, (2) display the vehicle

map, and (3) place a second symbol on the vehicle map at the determined coordinates of the

position on the vehicle map corresponding to the coordinates of the geographical location of the

first mobile device; receiving participant selection data provided by the second mobile device

corresponding to the participant, the participant selection data corresponding to user input

provided via a display of the second mobile device; based on the participant selection data,

performing one or more acts selected from the group consisting of: sending updated vehicle data

to the first mobile device corresponding to the vehicle, sending updated participant data to the

second mobile device corresponding to the participant, and sending a message to the first mobile

device corresponding to the vehicle; receiving entity-of-interest data transmitted by the second

mobile device, the entity-of-interest data comprising coordinates of a geographical location of a

new entity-of-interest, wherein the second mobile device is configured to (1) identify participant

interaction with a display of the second mobile device, the participant interaction indicating

selection of a position on the participant map and entry of the new entity-of-interest at the

selected position, (2) display an entity symbol representing the new entity-of-interest at the

selected position on the participant map, (3) determine coordinates of a geographical location of

the new entity-of-interest based on coordinates of the selected position on the participant map,

and (4) transmit the entity-of-interest data; and sending the entity-of-interest data to the first

mobile device corresponding to the vehicle, wherein the first mobile device is configured to

place the entity symbol representing the new entity-of-interest on the vehicle map at a position

on the vehicle map corresponding to the geographical location of the new entity-of-interest.

83.   For example, the Uber, Uber Driver, and Uber Eats Applications provide location

of mobile devices corresponding with a vehicle, such as that of an Uber Driver. The Accused

Products permit such devices to join a communications network (*e.g.* a network of users and

drivers within the Uber, Uber Driver, and Uber Eats Applications), and display vehicle locations,

such as on the touch screen of a user's mobile device. Upon information and belief, data

corresponding with the mobile device of each user and driver includes an identifier, such as a

username and/or a phone number. Upon information and belief, the Accused Products allow a

participant (*e.g.* a user and/or a driver) to join a communication network, such as the network of

all participants in the accused applications and/or the network of participants in a given ride,

based at least in part on their identifier.

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84.   For example, the Uber, Uber Driver, and Uber Eats Applications display the location of vehicles based on data associated with an identifier (*e.g.* the identity of a driver and/or rider). The Accused Products operate on mobile devices configured to determine a position of vehicle symbols on a map based on coordinates (*e.g.* longitude and latitude), and to update those locations. The Accused Products further operate to identify a new location and/or symbol on a map, such as by dropping a pin corresponding with an address, and to modify symbols (or place additional symbols) while a trip is underway.

85.   For example, the Uber, Uber Driver, and Uber Eats Applications run smart phones which include voice communication, free and operator selected text messages, photograph and video, a CPU, a GPS navigation system, and a touch screen display.

86.   For example, the Uber, Uber Driver, and Uber Eats Applications enable generating one or more symbols on a touch screen display, such as vehicle symbols corresponding with the location of a smart device running the Uber Driver Application. Each symbol has a corresponding longitude and latitude.
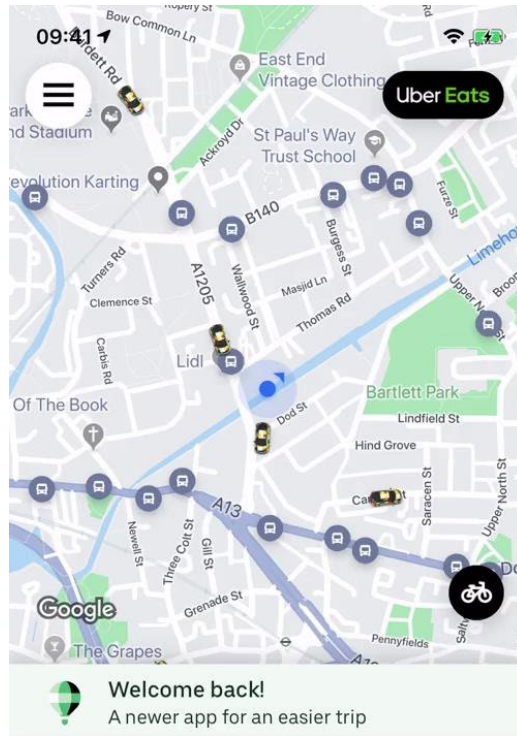
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87.   For example, the Uber, Uber Driver, and Uber Eats Applications provides and

stores the phone numbers of users and drivers in the memories of their respective phones (*e.g.*

through communication with a server). The Uber, Uber Driver, and Uber Eats Applications

enable a user and/or driver to place a call by selecting a symbol on the touch display.

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[31] https://pageflows.com/media/videos/screenie_571b9f10-8912-43c0-949e-0f62eb0cb093.jpg
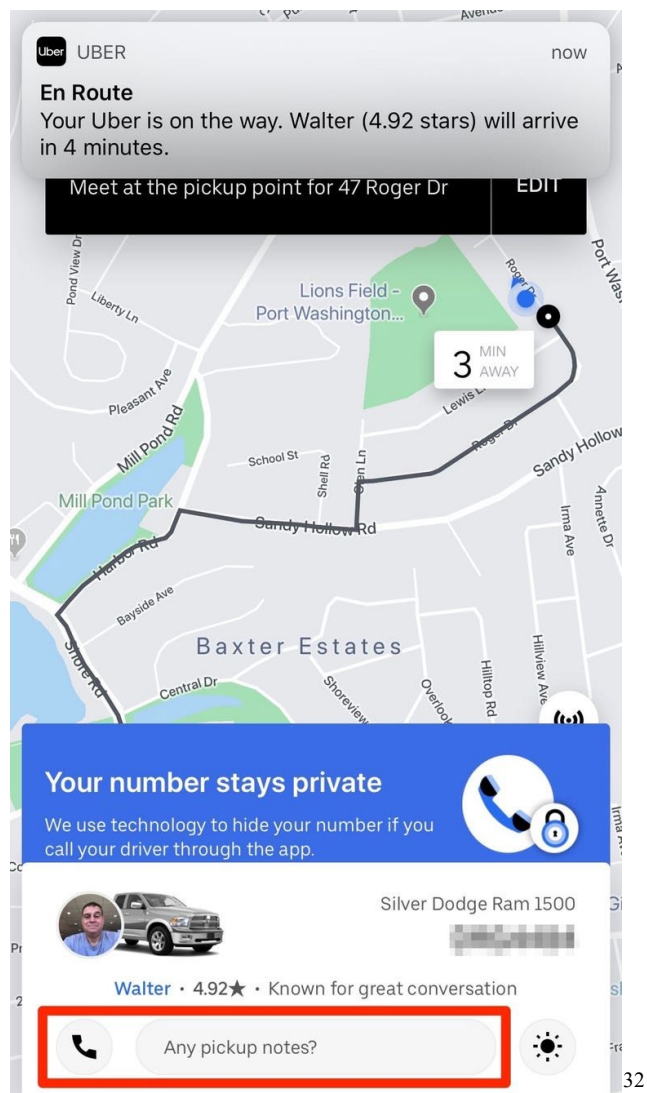
88.   Defendant has had knowledge and notice of the '838 Patent at least as of the filing

of the Complaint.

89.   Defendant has indirectly infringed and continues to indirectly infringe one or

more claims of the '838 Patent, as provided by 35 U.S.C. § 271(b), by inducing infringement by

others, such as Defendant's customers and end-users, in this District and elsewhere in the United

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[32] https://www.google.com/url?sa=i&url=https%3A%2F%2Fwww.businessinsider.com%2Fhow-to-contact-uber-driver&psig=AOvVaw2XA6rxfnh1RqVOK3xxmPim&ust=1611433798461000&source=images&cd=vfe&ved=0CAIQjRxqFwoTCNCd2eywsO4CFQAAAAAdAAAAABAD.

States. For example, Defendant's customers and end-users directly infringe, either literally or under the doctrine of equivalents, through their use of the inventions claimed in the '838 Patent. Defendant induces this direct infringement through its affirmative acts of manufacturing, selling, distributing, and/or otherwise making available the Accused Products, and providing instructions, documentation, and other information to customers and end-users suggesting that they use the Accused Products in an infringing manner, including technical support, marketing, product manuals, advertisements, and online documentation. Because of Defendant's inducement, Defendant's customers and end-users use Accused Products in a way Defendant intends and directly infringe the '838 Patent. Defendant performs these affirmative acts with knowledge of the '838 Patent and with the intent, or willful blindness, that the induced acts directly infringe the '838 Patent.

90.   Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '838 Patent, as provided by 35 U.S.C. § 271(c), by contributing to direct infringement by others, such as customers and end-users, in this District and elsewhere in the United States. Defendant's affirmative acts of selling and offering to sell the Accused Products in this District and elsewhere in the United States and causing the Accused Products to be manufactured, used, sold, and offered for sale contributes to others' use and manufacture of the Accused Products such that the '838 Patent is directly infringed by others. The accused components within the Accused Products are material to the invention of the '838 Patent, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Defendant to be especially made or adapted for use in the infringement of the '838 Patent. Defendant performs these affirmative acts with knowledge of the '838 Patent and with intent, or willful blindness, that they cause the direct infringement of the '838 Patent.

91.   AGIS Software has suffered damages as a result of Defendant's direct and indirect infringement of the '838 Patent in an amount to be proved at trial.

92.   AGIS Software has suffered, and will continue to suffer, irreparable harm as a result of Defendant's infringement of the '838 Patent for which there is no adequate remedy at law, unless Defendant's infringement is enjoined by this Court.

COUNT V
(Infringement of the '100 Patent)

93.   Paragraphs 1 through 27 are incorporated herein by reference as if fully set forth in their entireties.

94.   AGIS Software has not licensed or otherwise authorized Defendant to make, use, offer for sale, sell, or import any Accused Products and/or products that embody the inventions of the '100 Patent.

95.   Defendant infringes, contributes to the infringement of, and/or induces infringement of the '100 Patent by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States products and/or methods covered by one or more claims of the '100 Patent including, but not limited to, the Accused Products.

96.   Defendant has and continues to directly infringe at least claim 1 of the '100 Patent, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the Accused Products without authority and in violation of 35 U.S.C. § 271(a).

97.   Defendant has and continues to indirectly infringe at least claim 1 of the '100 Patent by actively, knowingly, and intentionally inducing others to directly infringe, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, distributing, exporting from, and/or importing into the United States the infringing Accused

Products and by instructing users of the Accused Products to perform at least the method of claim 1 in the '100 Patent. For example, Defendant, with knowledge that the Accused Products infringe the '100 Patent at least as of the date of this Complaint, actively, knowingly, and intentionally induced, and continues to actively, knowingly, and intentionally induce direct infringement of at least claim 1 of the '100 Patent in violation of 35 U.S.C. § 271(b).
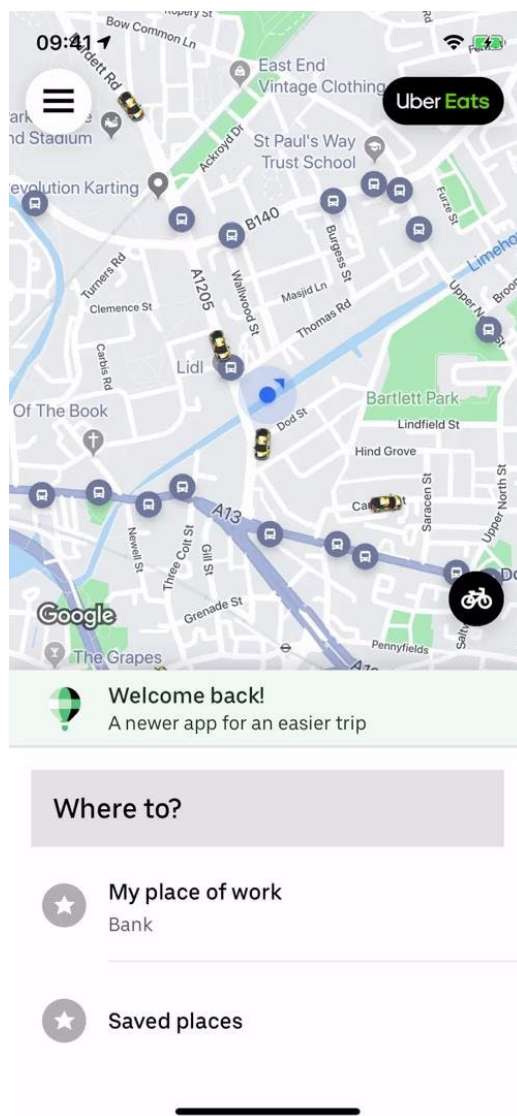
98.   For example, Defendant has indirectly infringed and continues to indirectly infringe at least claim 1 of the '100 Patent in the United States because Defendant's customers use such Accused Products, including at least the Uber, Uber Driver, Uber Eats, Uber Fleet, Uber Freight, Uber Eats Orders, and Uber Eats Manger Applications alone or in conjunction with additional Accused Products (*e.g.* supporting hardware and software), in accordance with Defendant's instructions and thereby directly infringe at least claim 1 of the '100 Patent in violation of 35 U.S.C. § 271. For example, Uber directly and/or indirectly intentionally instructs its customers to infringe through training videos, demonstrations, brochures, installations and/or user guides, such as those located at one or more of the following: https://www.uber.com/us/en/drive/basics/?city=dallas; https://help.uber.com/riders/section/a-guide-to-uber?nodeId=5a9e5cd6-88f4-4597-b29a-4feb67d407c2; and Uber agents and representatives located within this Judicial District. Defendant is thereby also liable for infringement of the '100 Patent under 35 U.S.C. § 271(b).

99.   Defendant directly infringes and/or indirectly infringes by practicing a method performed by a mobile device having a display and one or more processors, the method comprising: executing operations on the one or more processors of the mobile device, the operations comprising: associating the mobile device with an identifier, wherein the identifier corresponds to a network participant; determining a device location corresponding to a

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geographical location of the mobile device; receiving, from a server, mapping data including a map and coordinate translation data correlating coordinates of positions on the map with corresponding coordinates of geographical locations; receiving, from a server, location data indicating vehicle locations of one or more vehicles; marking the map with a plurality of symbols comprising: a participant symbol corresponding to the device location, one or more facility symbols corresponding to respective facility locations of one or more facilities, and one or more vehicle symbols corresponding to the respective vehicle locations of the one or more vehicles, wherein marking the map comprises: determining, based at least in part on the vehicle locations and the coordinate translation data, positions on the map corresponding to the vehicle locations, displaying the map on the display of the mobile device, and placing the vehicle symbols on the map at the determined positions corresponding to the vehicle locations; responsive to user selection of a portion of the display corresponding to a position on the map, identifying a selected facility symbol based on the selected position, comprising: initiating a search of a set of symbols including the facility symbols for a symbol located nearest to the selected position and, based on a result of the search, identifying the selected facility symbol as the symbol located nearest to the selected position; responsive to user input, transmitting first information to a first vehicle of the one or more vehicles; and receiving second information corresponding to the first vehicle and displaying the received second information on the display of the mobile device, wherein the mobile device does not have access to a phone number associated with a computing device corresponding to the first vehicle, an Internet Protocol (IP) address associated with the computing device corresponding to the first vehicle, and an e-mail address associated with the computing device corresponding to the first vehicle.

100.   For example, the Uber, Uber Driver, and Uber Eats Applications provide location of mobile devices corresponding with a vehicle, such as that of an Uber Driver. The Accused Products permit such devices to join a communications network (*e.g.* a network of users and drivers within the Uber, Uber Driver, and Uber Eats Applications), and display vehicle locations, such as on the touch screen of a user's mobile device. Upon information and belief, data corresponding with the mobile device of each user and driver includes an identifier, such as a username and/or a phone number. Upon information and belief, the Accused Products allow a participant (*e.g.* a user and/or a driver) to join a communication network, such as the network of all participants in the accused applications and/or the network of participants in a given ride, based at least in part on their identifier.
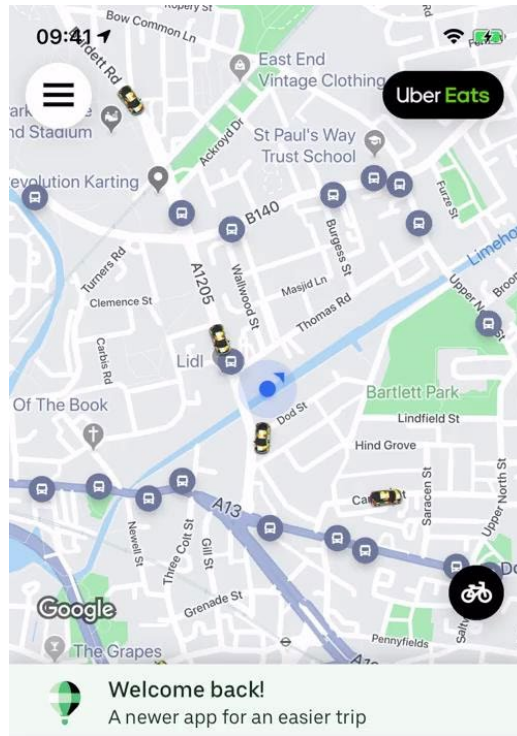
101.   For example, the Uber, Uber Driver, and Uber Eats Applications display the

location of vehicles based on data associated with an identifier (*e.g.* the identity of a driver

and/or rider). The Accused Products operate on mobile devices configured to determine a

position of vehicle symbols on a map based on coordinates (*e.g.* longitude and latitude), and to

update those locations. The Accused Products further operate to identify a new location and/or

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[33] https://pageflows.com/media/videos/screenie_571b9f10-8912-43c0-949e-0f62eb0cb093.jpg

symbol on a map, such as by dropping a pin corresponding with an address, and to modify

symbols (or place additional symbols) while a trip is underway.

102.   For example, the Uber, Uber Driver, and Uber Eats Applications run smart

phones which include voice communication, free and operator selected text messages,

photograph and video, a CPU, a GPS navigation system, and a touch screen display.

103.   For example, the Uber, Uber Driver, and Uber Eats Applications enable

generating one or more symbols on a touch screen display, such as vehicle symbols

corresponding with the location of a smart device running the Uber Driver Application. Each

symbol has a corresponding longitude and latitude.

104.   For example, the Uber, Uber Driver, and Uber Eats Applications provides and stores the phone numbers of users and drivers in the memories of their respective phones (*e.g.* through communication with a server). The Uber, Uber Driver, and Uber Eats Applications enable a user and/or driver to place a call by selecting a symbol on the touch display.

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[34] https://pageflows.com/media/videos/screenie_571b9f10-8912-43c0-949e-0f62eb0cb093.jpg
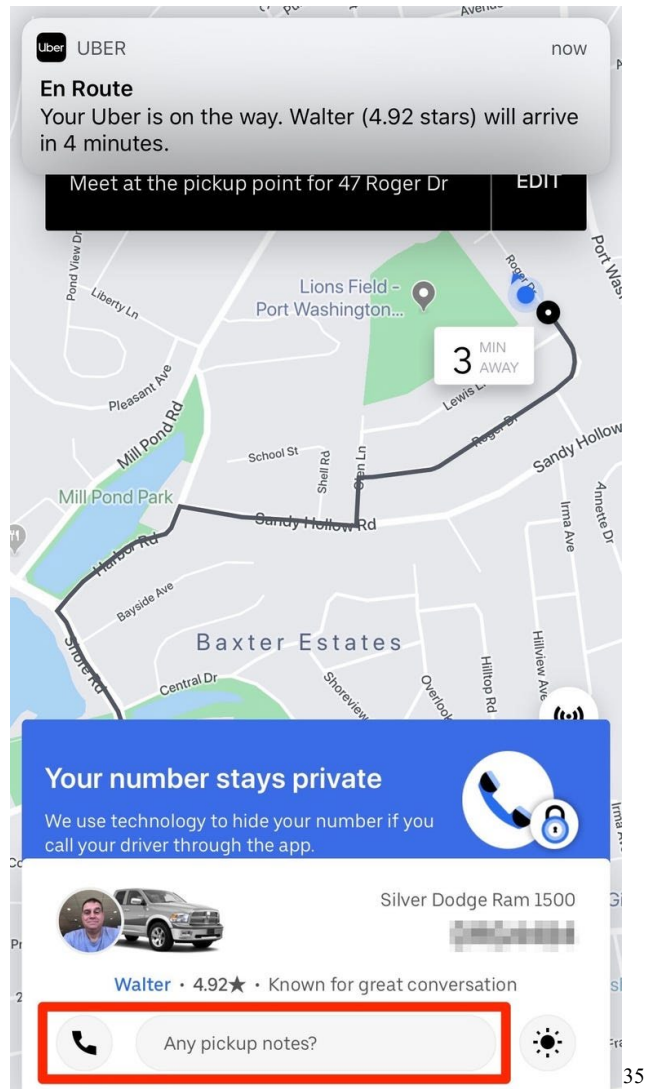
105.   Defendant has had knowledge and notice of the '100 Patent at least as of the filing

of the Complaint.

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[35] https://www.google.com/url?sa=i&url=https%3A%2F%2Fwww.businessinsider.com%2Fhow-
to-contact-uber-
driver&psig=AOvVaw2XA6rxfnh1RqVOK3xxmPim&ust=1611433798461000&source=images
&cd=vfe&ved=0CAIQjRxqFwoTCNCd2eywsO4CFQAAAAAdAAAAABAD

106.   Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '100 Patent, as provided by 35 U.S.C. § 271(b), by inducing infringement by others, such as Defendant's customers and end-users, in this District and elsewhere in the United States. For example, Defendant's customers and end-users directly infringe, either literally or under the doctrine of equivalents, through their use of the inventions claimed in the '100 Patent. Defendant induces this direct infringement through its affirmative acts of manufacturing, selling, distributing, and/or otherwise making available the Accused Products, and providing instructions, documentation, and other information to customers and end-users suggesting that they use the Accused Products in an infringing manner, including technical support, marketing, product manuals, advertisements, and online documentation. Because of Defendant's inducement, Defendant's customers and end-users use Accused Products in a way Defendant intends and directly infringe the '100 Patent. Defendant performs these affirmative acts with knowledge of the '100 Patent and with the intent, or willful blindness, that the induced acts directly infringe the '100 Patent.

107.   Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '100 Patent, as provided by 35 U.S.C. § 271(c), by contributing to direct infringement by others, such as customers and end-users, in this District and elsewhere in the United States. Defendant's affirmative acts of selling and offering to sell the Accused Products in this District and elsewhere in the United States and causing the Accused Products to be manufactured, used, sold, and offered for sale contributes to others' use and manufacture of the Accused Products such that the '100 Patent is directly infringed by others. The accused components within the Accused Products are material to the invention of the '100 Patent, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are

known by Defendant to be especially made or adapted for use in the infringement of the '100

Patent. Defendant performs these affirmative acts with knowledge of the '100 Patent and with

intent, or willful blindness, that they cause the direct infringement of the '100 Patent.

108.   AGIS Software has suffered damages as a result of Defendant's direct and

indirect infringement of the '100 Patent in an amount to be proved at trial.

109.   AGIS Software has suffered, and will continue to suffer, irreparable harm as a

result of Defendant's infringement of the '100 Patent for which there is no adequate remedy at

law, unless Defendant's infringement is enjoined by this Court.

110.   Defendant has committed and continues to commit acts of infringement that

Defendant actually knew or should have known constituted an unjustifiably high risk of

infringement of at least one valid and enforceable claim of the '100 Patent. Defendant's

infringement of the '100 Patent has been and continues to be willful, entitling AGIS Software to

an award of treble damages, reasonable attorney fees, and costs in bringing this action.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury for all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, AGIS Software prays for relief against Defendant as follows:

a.   Entry of judgment declaring that Defendant has directly and/or indirectly

infringed one or more claims of each of the Patents-in-Suit;

b.   Entry of judgment declaring that Defendant's infringement of the Patents-in-Suit

has been willful and deliberate;

c.   An order pursuant to 35 U.S.C. § 283 permanently enjoining Defendant, its

officers, agents, servants, employees, attorneys, and those persons in active concert or

participation with it, from further acts of infringement of the Patents-in-Suit;

       d.   An order awarding damages sufficient to compensate AGIS Software for

Defendant's infringement of the Patents-in-Suit, but in no event less than a reasonable royalty,

together with interest and costs;

       e.   An order awarding AGIS Software treble damages under 35 U.S.C. § 284 as a

result of Defendant's willful and deliberate infringement of the Patents-in-Suit;

       f.   Entry of judgment declaring that this case is exceptional and awarding AGIS

Software its costs and reasonable attorney fees under 35 U.S.C. § 285; and

       g.   Such other and further relief as the Court deems just and proper.

Dated: January 29, 2021   Respectfully submitted,

                                 /s/ Alfred R. Fabricant
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