

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

MAPLEBEAR INC. D/B/A INSTACART,

Plaintiff,

v.

GREATGIGZ SOLUTIONS, LLC,

Defendant.

CASE NO. _____

JURY TRIAL DEMANDED

ORIGINAL DECLARATORY JUDGMENT COMPLAINT

Plaintiff Maplebear Inc. d/b/a Instacart (“Instacart”), based on personal knowledge as to all acts or events that it has undertaken or witnessed, and upon information and belief as to all others, files this Original Declaratory Judgment Complaint against Defendant GreatGigz Solutions, LLC (“GreatGigz”) and alleges as follows:

NATURE OF THE ACTION

1. This is a declaratory judgment action by Plaintiff Instacart seeking a determination that U.S. Patent Nos. 6,662,194 (“the ’194 Patent”), 7,490,086 (“the ’086 Patent”), 9,760,864 (“the ’864 Patent”), and 10,096,000 (“the ’000 Patent”) (collectively, the “Patents-in-Suit”) are invalid and not infringed by Instacart.

2. GreatGigz has asserted that Instacart infringes the Patents-in-Suit. Specifically, GreatGigz improperly filed suit against Instacart in the Western District of Texas on August 14, 2020, accusing Instacart of infringing the Patents-in-Suit. *See GreatGigz Solutions, LLC v. Maplebear Inc. d/b/a Instacart*, Civil Action No. 6:20-cv-737-ADA (W.D. Tex.) (Albright, J.) (the “Wrongly-Venued GreatGigz Litigation”), ECF No. 1.

3. Instacart moved to dismiss the Wrongly-Venued GreatGigz Litigation for improper venue on October 27, 2020. Wrongly-Venued GreatGigz Litigation, Dkt. 11. The Court granted Instacart’s motion and dismissed the case on October 6, 2021. *Id.*, Dkt. 30.

4. In August 2021, while Instacart’s motion to dismiss remained pending, GreatGigz filed multiple lawsuits against Instacart’s retail partners, alleging infringement of the Patents-in-Suit by use of Instacart’s delivery platform (the “Customer Lawsuits”). Attached hereto as Exhibits A-C are true and correct copies of complaints filed by GreatGigz in the Customer Lawsuits:

- a. *GreatGigz Solutions, LLC v. CVS Health Corporation*, Civil Action No. 6:21-cv-808-ADA (W.D. Tex.) (Albright, J.) (Ex. A)
- b. *GreatGigz Solutions, LLC v. Walgreens Boots Alliance, Inc.* Civil Action No. 6:21-cv-809-ADA (W.D. Tex.) (Albright, J.) (Ex. B)
- c. *GreatGigz Solutions, LLC v. Costco Wholesale Corporation*, Civil Action No. 6:21-cv-807-ADA (W.D. Tex.) (Albright, J.) (Ex. C)

PARTIES

5. Plaintiff Instacart is a Delaware corporation with a place of business in San Francisco, California.

6. On information and belief, Defendant GreatGigz is a limited liability company organized and existing under the laws of the State of Florida with its principal place of business at 600 S. Dixie Highway, Suite 605, West Palm Beach, Florida 33401.

7. On information and belief, Defendant GreatGigz is the owner by assignment of the ’194 Patent, which is entitled “Apparatus and method for providing recruitment information.” A true and correct copy of the ’194 Patent is attached as Exhibit D.

8. On information and belief, Defendant GreatGigz is the owner by assignment of the ’086 Patent, which is entitled “Apparatus and method for providing job searching services

recruitment services and/or recruitment-related services.” A true and correct copy of the ’086 Patent is attached as Exhibit E.

9. On information and belief, Defendant GreatGigz is the owner by assignment of the ’864 Patent, which is entitled “Apparatus and method for providing job searching services, recruitment services and/or recruitment-related services.” A true and correct copy of the ’864 Patent is attached as Exhibit F.

10. On information and belief, Defendant GreatGigz is the owner by assignment of the ’000 Patent, which is entitled “Apparatus and method for providing job searching services, recruitment services and/or recruitment-related services.” A true and correct copy of the ’000 Patent is attached as Exhibit G.

JURISDICTION AND VENUE

11. This action arises under the Declaratory Judgment Act, 28 U.S.C. §§ 2201–2202, and under the Patent Laws of the United States, 35 U.S.C. §§ 1 *et seq.*

12. This Court has subject matter jurisdiction over the claims alleged in this action at least under 28 U.S.C. §§ 1331, 1332, 1338, 2201, and 2202, because this Court has exclusive jurisdiction over declaratory judgment claims arising under the Patent Laws pursuant to 28 U.S.C. §§ 1331, 1338, 2201, and 2202.

13. This Court can provide the relief sought in this Original Declaratory Judgment Complaint because an actual case and controversy exists between the parties within the scope of this Court’s jurisdiction pursuant to 28 U.S.C. § 2201, at least because GreatGigz sued Instacart for patent infringement, despite the fact that Instacart does not infringe, and has not infringed, any claims of the Patents-in-Suit. While the Wrongly-Venued GreatGigz Litigation was dismissed for improper venue, the possibility of GreatGigz suing Instacart again on the same Patents-in-Suit in a different venue was left open. GreatGigz has also filed the Customer Lawsuits alleging

infringement by use of Instacart's delivery platform. GreatGigz's actions have created a real, live, immediate, ongoing, and justiciable case or controversy between GreatGigz and Instacart.

14. Venue in this District is proper under 28 U.S.C. §§ 1391(b), (c), and (d) with respect to Instacart's declaratory judgment claims. This Court has personal jurisdiction over GreatGigz because it is a Florida limited liability company with its principal place of business in this District.

15. An actual and justiciable controversy exists under 28 U.S.C. §§ 2201, 2202 between Instacart and GreatGigz as to whether the Patents-in-Suit are invalid and/or not infringed by the Instacart delivery platform, which GreatGigz alleged to infringe the Patents-in-Suit in the Wrongly-Venued GreatGigz Litigation and is currently alleging to infringe the Patents-in-Suit in the Customer Lawsuits.

COUNT I
DECLARATION REGARDING NON-INFRINGEMENT OF THE '194 PATENT

16. Instacart incorporates by reference Paragraphs 1–15 above.

17. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Instacart, on the one hand, and GreatGigz on the other, regarding whether Instacart infringes any claim of the '194 patent.

18. Instacart does not infringe at least Claim 1 of the '194 Patent because, among other things, Instacart does not employ any method that: (1) “a memory device for storing information regarding at least one of a job opening, a position, an assignment, a contract, and a project, and information regarding a job search request;”; (2) “a processing device for processing information regarding the job search request upon a detection of an occurrence of a searching event, wherein the processing device is programmed to detect the occurrence of the searching event, wherein the processing device utilizes information regarding the at least one of a job opening, a position, an assignment, a contract, and a project, stored in the memory device, and further wherein the

processing device generates a message containing information regarding at least one of a job opening, a position, an assignment, a contract, and a project, wherein the message is responsive to the job search request”; and/or (3) “a transmitter for transmitting the message to a communication device associated with an individual, wherein the message is transmitted to the communication device in real-time.”

19. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Instacart requests a declaration by the Court that Instacart has not infringed and does not infringe any claim of the '194 Patent under any theory (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)).

COUNT II
DECLARATION REGARDING INVALIDITY OF THE '194 PATENT

20. Instacart incorporates by reference Paragraphs 1–19 above.

21. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Instacart, on the one hand, and GreatGigz on the other, regarding the validity of the '194 Patent.

22. The claims of the '194 Patent are invalid for failure to comply with one or more of the requirements of the United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

23. By way of example, the claims of the '194 Patent are anticipated and/or rendered obvious by, *inter alia*, U.S. Patent Nos. 5,592,375, 5,974,406, and 6,334,133.

24. The claims of the '194 Patent invalid under 35 U.S.C. § 101 because they are directed to the abstract idea of exchanging recruitment information and/or work schedule information to hire employees or independent contractors and do not claim any inventive concept sufficient to confer patent eligibility on this claimed abstract idea.

25. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Instacart requests a declaration by the Court that claims of the '194 Patent are invalid for failure to comply with one or more of the requirements of United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

COUNT III
DECLARATION REGARDING NON-INFRINGEMENT OF THE '086 PATENT

26. Instacart incorporates by reference Paragraphs 1–25 above.

27. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Instacart, on the one hand, and GreatGigz on the other, regarding whether Instacart infringes any claim of the '086 patent.

28. Instacart does not infringe at least Claim 1 of the '086 Patent because, among other things, Instacart does not employ any method that: (1) “a memory device, wherein the memory device stores information regarding at least one of a job opening, a position, an assignment, a contract, and a project, and further wherein the memory device stores information regarding a job search request or inquiry”; (2) “a processing device, wherein the processing device processes the information regarding a job search request or inquiry upon a detection of an occurrence of a searching event, wherein the searching event is an occurrence of at least one of a job posting by at least one employer or at least one hiring entity, a posting of new or revised data or information from at least one individual or a group of individuals, a news release of a business event, an employment-related event, an economic report, industry-specific news, an event which creates an interest by at least one employer or at least one hiring entity to fill a position, and an event which creates an interest by at least one individual to seek a position, wherein the processing device automatically detects the occurrence of the searching event, wherein the processing device utilizes

the information regarding at least one of a job opening, a position, an assignment, a contract, and a project, stored in the memory device in processing the information regarding a job search request or inquiry, and further wherein the processing device generates a message containing the information regarding at least one of a job opening, a position, an assignment, a contract, and a project, wherein the message is responsive to the job search request or inquiry”; and/or (3) “a transmitter, wherein the transmitter transmits the message to a communication device associated with an individual.”

29. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Instacart requests a declaration by the Court that Instacart has not infringed and does not infringe any claim of the '086 Patent under any theory (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)).

COUNT IV
DECLARATION REGARDING INVALIDITY OF THE '086 PATENT

30. Instacart incorporates by reference Paragraphs 1–29 above.

31. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Instacart, on the one hand, and GreatGigz on the other, regarding the validity of the '086 Patent.

32. The claims of the '086 Patent are invalid for failure to comply with one or more of the requirements of the United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

33. By way of example, the claims of the '086 Patent are anticipated and/or rendered obvious by, *inter alia*, U.S. Patent Nos. 5,592,375, 5,974,406, and 6,334,133.

34. The claims of the '086 Patent invalid under 35 U.S.C. § 101 because they are directed to the abstract idea of exchanging recruitment information and/or work schedule

information to hire employees or independent contractors and do not claim any inventive concept sufficient to confer patent eligibility on this claimed abstract idea.

35. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Instacart requests a declaration by the Court that claims of the '086 Patent are invalid for failure to comply with one or more of the requirements of United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

COUNT V
DECLARATION REGARDING NON-INFRINGEMENT OF THE '864 PATENT

36. Instacart incorporates by reference Paragraphs 1–35 above.

37. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Instacart, on the one hand, and GreatGigz on the other, regarding whether Instacart infringes any claim of the '864 patent.

38. Instacart does not infringe at least Claim 1 of the '864 Patent because, among other things, Instacart does not employ any method that: (1) “a memory device or a database, wherein the memory device or the database stores work schedule information or scheduling information of or for a plurality of individuals, independent contractors, temporary workers, or freelancers”; (2) “a receiver, wherein the receiver receives a first request, wherein the first request contains information regarding a request to obtain work schedule information or scheduling information of or for an individual, an independent contractor, a temporary worker, or a freelancer, from among the plurality of individuals, independent contractors, temporary workers, or freelancers, wherein the first request is received from a first communication device associated with an employer or a hiring entity”; (3) “a processor, wherein the processor is associated with a website, and further wherein the processor is specially programmed to process or to provide job search information,

recruitment information, or recruitment-related information, wherein the processor processes information contained in the first request, wherein the processor or the apparatus generates a first message in response to the first request, and wherein the first message contains the work schedule information or the scheduling information of or for the individual, the independent contractor, the temporary worker, or the freelancer”; and/or (4) “a transmitter, wherein the transmitter transmits the first message to the first communication device on, over, or via, the Internet or the World Wide Web, wherein the apparatus receives a second request, wherein the second request contains information for reserving, engaging, or requesting, the services of the individual, the independent contractor, the temporary worker, or the freelancer, wherein the apparatus processes the information contained in the second request and generates a second message containing information regarding the second request, and further wherein the apparatus transmits the second message to a second communication device, wherein the second communication device is associated with the individual, the independent contractor, the temporary worker, or the freelancer.”

39. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Instacart requests a declaration by the Court that Instacart has not infringed and does not infringe any claim of the '864 Patent under any theory (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)).

COUNT VI
DECLARATION REGARDING INVALIDITY OF THE '864 PATENT

40. Instacart incorporates by reference Paragraphs 1–39 above.

41. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Instacart, on the one hand, and GreatGigz on the other, regarding the validity of the '864 Patent.

42. The claims of the '864 Patent are invalid for failure to comply with one or more of the requirements of the United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

43. By way of example, the claims of the '864 Patent are anticipated and/or rendered obvious by, inter alia, U.S. Patent Nos. 5,592,375, 5,974,406, and 6,334,133.

44. The claims of the '864 Patent invalid under 35 U.S.C. § 101 because they are directed to the abstract idea of exchanging recruitment information and/or work schedule information to hire employees or independent contractors and do not claim any inventive concept sufficient to confer patent eligibility on this claimed abstract idea.

45. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Instacart requests a declaration by the Court that claims of the '864 Patent are invalid for failure to comply with one or more of the requirements of United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

COUNT VII
DECLARATION REGARDING NON-INFRINGEMENT OF THE '000 PATENT

46. Instacart incorporates by reference Paragraphs 1–45 above.

47. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Instacart, on the one hand, and GreatGigz on the other, regarding whether Instacart infringes any claim of the '000 patent.

48. Instacart does not infringe at least Claim 1 of the '000 Patent because, among other things, Instacart does not employ any method that: (1) “a memory device, wherein the memory device stores work schedule information or scheduling information for an employer or a hiring entity, or for an individual, an independent contractor, a temporary worker, or a freelancer”; (2) “a

receiver, wherein the receiver receives a first request, wherein the first request contains information regarding a request to obtain work schedule information or scheduling information for the employer, the hiring entity, the individual, the independent contractor, the temporary worker, or the freelancer, wherein the first request is transmitted from a first communication device associated with an employer or hiring entity or associated with an individual, an independent contractor, a temporary worker, or a freelancer”; (3) “a processing device, wherein the processing device is specially programmed for processing information contained in the first request, wherein the processing device generates a first message containing the work schedule information or the scheduling information for the employer, the hiring entity, the individual, the independent contractor, the temporary worker, or the freelancer”; and/or (4) “a transmitter, wherein the transmitter transmits the first message to the first communication device or to a second communication device, wherein the apparatus processes information contained in a second request, wherein the second request contains information for offering services of the individual, the independent contractor, the temporary worker, or the freelancer, to the employer or hiring entity, or contains information for the employer or hiring entity reserving or requesting the services of the individual, the independent contractor, the temporary worker, or the freelancer, wherein the information contained in the second request is based on the work schedule information or the scheduling information for the employer, the hiring entity, the individual, the independent contractor, the temporary worker, or the freelancer, contained in the first message.”

49. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Instacart requests a declaration by the Court that Instacart has not infringed and does not infringe any claim of the '000 Patent under any theory (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)).

COUNT VIII
DECLARATION REGARDING INVALIDITY OF THE '000 PATENT

50. Instacart incorporates by reference Paragraphs 1–49 above.

51. In view of the facts and allegations set forth above, there is an actual, justiciable, substantial, and immediate controversy between Instacart, on the one hand, and GreatGigz on the other, regarding the validity of the '000 Patent.

52. The claims of the '000 Patent are invalid for failure to comply with one or more of the requirements of the United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

53. By way of example, the claims of the '000 Patent are anticipated and/or rendered obvious by, inter alia, U.S. Patent Nos. 5,592,375, 5,974,406, and 6,334,133.

54. The claims of the '000 Patent invalid under 35 U.S.C. § 101 because they are directed to the abstract idea of exchanging recruitment information and/or work schedule information to hire employees or independent contractors and do not claim any inventive concept sufficient to confer patent eligibility on this claimed abstract idea.

55. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §2201 et seq., Instacart requests a declaration by the Court that claims of the '000 Patent are invalid for failure to comply with one or more of the requirements of United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

PRAYER FOR RELIEF

WHEREFORE, Instacart asks this Court to enter judgment in Instacart's favor and against GreatGigz by granting the following relief:

a) a declaration that the Patents-in-Suit are invalid;

- b) a declaration that Instacart does not infringe, under any theory, any valid claim of the Patents-in-Suit that may be enforceable;
- c) a finding that this case is an exceptional case under 35 U.S.C. § 285 and an award to Instacart of its costs and attorneys' fees incurred in this action; and
- d) further relief as the Court may deem just and proper.

JURY DEMAND

Instacart hereby demands trial by jury on all issues.

Dated: October 29, 2021.

Respectfully submitted,

By: /s/ Eleanor T. Barnett

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**Motions for admission pro hac vice
forthcoming*

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