

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

FLEET CONNECT SOLUTIONS LLC, <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> BROTHER INTERNATIONAL CORPORATION, et al., <p style="text-align: center;">Defendants.</p>	Civil Action No. 2:24-cv-00134-JRG-RSP <p style="text-align: center;">(Lead)</p> <p style="text-align: center;"><u>JURY TRIAL DEMANDED</u></p>
FLEET CONNECT SOLUTIONS LLC, <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> ORKIN, LLC, <p style="text-align: center;">Defendant.</p>	Civil Action No. 2:24-cv-00157-JRG-RSP <p style="text-align: center;">(Member)</p> <p style="text-align: center;"><u>JURY TRIAL DEMANDED</u></p>

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Fleet Connect Solutions LLC (“FCS” or “Plaintiff”) files this First Amended Complaint against Defendants Brother International Corporation (“Brother International”) and Brother Industries, Ltd. (“Brother Industries” and collectively, “Defendants”) alleging, based on its own knowledge as to itself and its own actions, and based on information and belief as to all other matters, as follows:

NATURE OF THE ACTION

1. This is a patent infringement action to stop Defendants’ infringement of the following United States Patents (collectively, the “Asserted Patents”), issued by the United States Patent and Trademark Office (“USPTO”):

	Patent No.	Reference
1.	7,058,040	https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7058040
2.	7,260,153	https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7260153

	Patent No.	Reference
3.	7,656,845	https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7656845
4.	7,742,388	https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7742388
5.	8,005,053	https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/8005053

2. Plaintiff seeks injunctive relief and monetary damages.

PARTIES

3. Plaintiff is a limited liability company formed under the laws of Texas with its registered office address located in Austin, Texas (Travis County).

4. Based on public information, Brother International is a corporation organized under the laws of the State of Delaware with its principal place of business located at 200 Crossing Blvd. Bridgewater, New Jersey 08807.

5. Based on public information, Brother International is registered with the Texas Secretary of State to conduct business in this state and has been since March 29, 1995.

6. Brother International may be served through its agent for service in Texas, Corporation Service Company, located at 211 E. 7th Street, Suite 620, Austin, Texas, 78701.

7. Brother International may also be served through its agent for service in Delaware, Corporation Service Company, located at 251 Little Falls Drive, Wilmington, Delaware, 19808.

8. Based on public information, Brother Industries is a corporation organized under the laws of Japan with its principal place of business located at 15-1, Naeshiro-cho, Mizuho-ku, Nagoya, 467-8561, Japan is an operating company that operates globally, including in the United States.

9. Based on public information, Brother International is a wholly owned subsidiary of Brother Industries.

JURISDICTION AND VENUE

10. FCS repeats and re-alleges the allegations in Paragraphs above as though fully set forth in their entirety.

11. This is an action for infringement of a United States patent arising under 35 U.S.C. §§ 271, 281, 283, and 284–85, among others. This Court has subject matter jurisdiction of the action under 28 U.S.C. § 1331 and § 1338(a).

12. The Court has personal jurisdiction over Defendants because: Defendants have minimum contacts within the State of Texas and this District; Defendants have purposefully availed themselves of the privileges of conducting business in the State of Texas and in this District; Defendants have sought protection and benefit from the laws of the State of Texas; Defendants regularly conduct business within the State of Texas and within this District, and Plaintiff's causes of action arise directly from Defendants' business contacts and other activities in the State of Texas and in this District.

13. Defendants are subject to this Court's specific and general personal jurisdiction under due process due at least to Defendants' substantial business in this judicial district, including: (i) at least a portion of the infringements alleged herein; (ii) regularly transacting, doing, and/or soliciting business, engaging in other persistent courses of conduct, or deriving substantial revenue from goods and services provided to individuals in Texas and in this District; and (iii) having an interest in, using or possessing real property in Texas.

14. Based upon public information Defendants intend to do and do business in, have committed acts of infringement in, and continue to commit acts of infringement in this District directly and/or through intermediaries, by contributing to and through its inducement of third parties, and ship, distribute, make, use, import, offer for sale, sell, and/or advertise its products or services, including those accused of infringement here, to customers and potential customers

located in this District.

15. Defendants have purposefully directed infringing activities at residents of the State of Texas, and this litigation results from those infringing activities. Defendants regularly sell (either directly or indirectly), their products within this District. For example, upon information and belief, Defendants have placed and continues to place the QL-820NWB Printer into the stream of commerce *via* an established distribution channel with the knowledge or understanding that such products are being and will continue to be sold in this District and the State of Texas. Defendants are subject to this Court's specific and/or general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due to their substantial and pervasive business in this State and District, including its infringing activities alleged herein, from which Defendants derive substantial revenue from goods sold to Texas residents and consumers.

16. Upon information and belief, Defendants also derive benefits from their presence in this District, both physical and online through purchases made using one or more interactive web sites, and sales by its retail partners with stores located in this District.

17. Defendants commit acts of infringement from this District, including, but not limited to, use of the QL-820NWB Printer and inducement of third parties to use the QL-820NWB Printer.

18. Defendants have authorized sellers and sales representatives that offer and sell products in this Complaint through the State of Texas, including in this District, and to consumers throughout this District, such as the Walmart store located at #1701 East End Blvd. N., Marshall, Texas 75670, the Best Buy and Office Depot stores located at 422 W. Loop 281, Longview, Texas 75606.

19. Based upon public information, Defendants also have "Authorized Dealers" listed on their website <https://www.brother-usa.com/dealer-locator>, including: (1) Latson's Office

Solutions, 1329 Industrial Drive West, Sulphur Springs, Texas 75482 and (2) Blueimage Technology, 510 McGhee Drive, Plano, Texas 75093.

20. Based upon public information, Defendants also have “National Resellers” listed on their website <https://www.brother-usa.com/dealer-locator/national-resellers>, including but not limited to CDW which has an office located at 5908 Headquarters Dr. Suite 400 Plano, TX 75024.

21. Based upon public information, Defendants also have “Authorized Resellers” listed on their website https://www.brother-usa.com/-/media/files/support/bmg_authorizedlist_june_2022.pdf, including but not limited to (1) 3N1 Office Products, Inc., 2601 Summerhill Rd., Texarkana, Texas 75503; (2) Ables-Land, Inc., 420 S Fannin Ave, Tyler, Texas 75702; (3) aptLogiX LLC, 2591 Dallas Pkwy, #300, Frisco, Texas 75034; and (4) Bestway Office Supply, Inc., 3901 N Central Expressway, Plano, Texas 75023.

22. Upon information and belief, Defendants also lease, own, store, service, and/or operate real and personal property including, but not limited to, vehicles and other equipment, and provide and fund office space and equipment, vehicle, and other equipment to its employees, exclusive and non-exclusive contractors, agents, and affiliates, within this District for the specific purposes of offering, provide, and/or support its infringing products and services within this District.

23. Upon information and belief, Defendants’ business specifically depends on employees, exclusive and non-exclusive contractors, agents, and affiliates, etc., being physically present at places in the District, and Defendants affirmatively acted to make permanent operations within this District to service its customers. *See In re Cray Inc.*, 871 F.3d 1355, 1365–66 (Fed. Cir. 2017) (citing *In re Cordis Corp.*, 769 F.2d 733, 736 (Fed. Cir. 1985)). Defendants employ and contract with those employees, exclusive and non-exclusive contractors, agents, and affiliates, etc., with the specific requirement that those individuals and entities maintain a presence in the

District to service customers within the District. At least through these individuals, Defendants conduct their business in this District through a permanent and continuous presence. *See In re Cordis Corp.*, 769 F.2d 733, 737 (Fed. Cir. 1985).

24. Upon information and belief, Defendants direct their efforts toward this District and to advance the sale of its products, including sales of the Accused Products, by assisting these authorized sellers, repair centers, and sales representatives with marketing and promotion of the Accused Products, as well as warranty claims for the service and repair of the Accused Products.

25. Upon information and belief, Defendants ship and cause to be shipped into the District infringing products and materials instructing its customers to perform infringing activities to its employees, exclusive and non-exclusive contractors, agents, and affiliates for installation, operation, and service at locations within the District.

26. Therefore, venue is proper against Defendants in this District pursuant to 28 U.S.C. § 1391(c)(3) and 28 U.S.C. § 1400(b).

THE ACCUSED PRODUCTS

27. FCS repeats and re-alleges the allegations in Paragraphs above as though fully set forth in their entirety.

28. Defendants make, use, cause to be used, sell, offer for sale, import, supply, or distribute one or more computing devices, including, but not limited to the following “Accused Products”:

- Brother Wireless printers/scanners, including at least models:
 - MFCJ4535DW¹;
 - MFCL3780CDW²;

¹ <https://www.brother-usa.com/products/mfcj4535dw> (last visited February 23, 2024)

² <https://www.brother-usa.com/products/mfcl3780cdw> (last visited February 23, 2024)

- DS940DW³;
 - RDS940DW⁴;
 - ADS1700W⁵; and
 - RADS1700W⁶.
- Brother Wireless label printers
 - Brother QL-820NWB Network Label Printer (“QL-820NWB Printer”)⁷
 - Brother PTE550W Wireless Handheld Labeling Tool (“PTE550W Labeling Tool”)⁸.

29. More specifically, Brother Industries sells, offers to sell, uses, and/or imports into the United States, the Accused Products, and continues to encourage, instruct, enable, and otherwise cause third parties including, but not limited to, its subsidiaries and customers, including but not limited to, Brother International to offer for sale, sell, import, and/or use the Accused Products in a manner which infringes the Asserted Patents.

30. Brother Industries subsidiaries, including, but not limited to, Brother International, serve as Brother Industries’ agents, and Brother Industries is also liable for the actions of these subsidiaries as to the use, sale, offer for sale, manufacturing, or import in or into the United States of the Accused Products under agency theory and/or because Brother International functions as a mere agent of Brother Industries as to the Accused Products. Any and all activities taken by Brother Industries’ subsidiaries including, but not limited to, Brother International, relating to the

³ <https://www.brother-usa.com/products/ds940dw> (last visited February 23, 2024)

⁴ <https://www.brother-usa.com/products/rds940dw> (last visited February 23, 2024)

⁵ <https://www.brother-usa.com/products/ads1700w> (last visited February 23, 2024)

⁶ <https://www.brother-usa.com/products/rads1700w> (last visited February 23, 2024)

⁷ <https://www.brother-usa.com/products/QL820NWB#specification> (last visited February 23, 2024)

⁸ <https://www.brother-usa.com/products/pte550w> (last visited February 23, 2024).

use, sale, offer for sale, manufacturing, or import in or into the United States of the Accused Products are and/or were instigated and directed by Brother Industries, and are therefore attributable to Brother Industries.

31. Alternatively, Brother Industries' subsidiaries, including, but not limited to, Brother International, are alter egos of Brother Industries, and Brother Industries is therefore responsible and liable for any activities performed by Brother International on Brother Industries' behalf in using, manufacturing, offering for sale, selling, and/or importing the Accused Products in or into the United States. Brother Industries directs and completely and/or effectively controls the conduct of its subsidiaries including, but not limited to, Brother International. Brother Industries controls the internal business operations, workings, and affairs of its subsidiaries including, but not limited to, Brother International. As set forth above, Brother Industries and its subsidiaries including, but not limited to, Brother International, do not observe and enforce corporate formalities. The relationship between Brother Industries and its subsidiaries including, but not limited to, Brother International, is a sham at least because Brother Industries itself directs and controls all external and internal activities of its subsidiaries, distribution and sales agreements are negotiated and executed by Brother Industries employees, and all key United States-market strategy, back-office, and implementation decisions are made by Brother Industries and its direct employees.

32. Brother Industries has also intentionally induced and continues to induce infringement of one or more claims of the '040 patent, '153 patent, '845 patent, and '388 patent in this District and elsewhere in the United States by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise cause third parties including, but not limited to, its subsidiaries including, but not limited to, Brother International, and customers to manufacture, offer for sale, sell, import into the United States, and/or use the Accused Products in

an infringing manner. To the extent that Brother Industries is not the only direct infringer of the Asserted Patents, it instructs its subsidiaries including, but not limited to, Brother International, and customers on how to infringe the '040 patent, '153 patent, '845 patent, and '388 patent through its support and sales to them, including their commercial clients. Brother Industries has entered into agreements with its subsidiaries including, but not limited to, Brother International, stating its intent and desire that those subsidiaries use, manufacture, sell, offer to sale, and/or import the Accused Products in and/or into the United States.

33. On information and belief, the Accused Products perform wireless communications and methods associated with performing and/or implementing wireless communications including, but not limited to, wireless communications and methods pursuant to various protocols and implementations, including, but not limited to, Bluetooth, IEEE 802.11, and various subsections thereof, including, but not limited to, 802.11ac, 802.11b, and 802.11n.

34. On information and belief, the wireless communications perform and/or implemented by the Accused Products, among other things, transmit data over various media, compute time slot channels, generate packets for network transmissions, perform or cause to be performed error estimation in orthogonal frequency division multiplexed ("OFDM") receivers, and various methods of processing OFDM symbols.

35. Defendants were notified that the Accused Products infringe the Asserted Patents in February 2024.

36. For these reasons and the additional reasons detailed below, the Accused Products practice at least one claim of each of the Asserted Patents.

COUNT I: INFRINGEMENT OF U.S. PATENT NO. 7,058,040

37. FCS repeats and re-alleges the allegations in the Paragraphs above as though fully set

forth in their entirety.

38. The USPTO duly issued U.S. Patent No. 7,058,040 (the “’040 patent”) on June 6, 2006, after full and fair examination of Application No. 09/962,718 which was filed September 21, 2001. The ’040 patent is entitled “Channel Interference Reduction.”

39. FCS owns all substantial rights, interest, and title in and to the ’040 patent, including the sole and exclusive right to prosecute this action and enforce the ’040 patent against infringers and to collect damages for all relevant times.

40. The claims of the ’040 patent are not directed to an abstract idea and are not limited to well-understood, routine, or conventional activity. Rather, the claimed inventions include inventive components that improve upon the function and operation of preexisting data transmission methods.

41. The written description of the ’040 patent describes in technical detail each limitation of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patently distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

42. FCS or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the ’040 patent.

43. Based upon public information, Defendants have directly infringed one or more claims of the ’040 patent, based at least on Defendants manufacturing, selling, offering to sell, importing, using, providing, supplying, or distributing the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer.

44. Based upon public information, Defendants have directly infringed, either literally or

under the doctrine of equivalents, at least claim 1 of the '040 patent, as detailed in Attachment A to the Preliminary Infringement Contentions, served on Brother International on May 15, 2024, which is incorporated by reference herein.

45. More specifically, and as just one example of infringement detailed in Attachment A to the Preliminary Infringement Contentions, Defendants, using the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer, performed a method for data transmission over first and second media that overlap in frequency. The method includes computing one or more time division multiple access (TDMA) time-slot channels to be shared between the first and second media for data transmission; allocating one or more time-slot channels to the first medium for data transmission; allocating one or more of the remaining time-slot channels to the second medium for data transmission; and dynamically adjusting a number of timeslot channels assigned to one of the first and second media during the data transmission to remain within limits of a desired level of service.

46. Defendants had knowledge of the '040 patent at least as of February 2024.

47. Since at least February 2024, Defendants have indirectly infringed by inducing others to directly infringe one or more claims of the '040 patent. Defendants have induced customers and end-users, including, but not limited to, Defendants' customers, employees, partners, or contractors, to directly infringe, either literally or under the doctrine of equivalents, the '040 patent by providing or requiring use of the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer. Defendants have taken active steps, directly or through contractual relationships with others, with the specific intent to cause them to use the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer in a manner that infringes one or more claims of the '040 patent, including, for example, claim 1. Such steps by Defendants have included, among other things, advising or directing

customers, personnel, contractors, or end-users to use the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer in an infringing manner; advertising and promoting its use in an infringing manner; distributing instructions that guide users to use the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer in an infringing manner; and/or instructional and technical support on its website. Defendants have been performing these steps, which constitute induced infringement with the knowledge of the '040 patent and with the knowledge that the induced acts constitute infringement. Defendants have been aware that the normal and customary use of the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer by others would infringe the '040 patent.

48. Since at least February 2024, Defendants have indirectly infringed by contributing to the infringement of the '040 patent. Defendants have contributed to the direct infringement of the '040 patent by its customers, personnel, and contractors. The MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer has special features that are specially designed to be used in an infringing way and that have no substantial uses other than ones that infringe one or more claims of the '040 patent, including, for example, claim 1. The special features constitute a material part of the invention of one or more of the claims of the '040 patent and are not staple articles of commerce suitable for substantial non-infringing use.

49. Furthermore, on information and belief, Defendants have a policy or practice of not reviewing the patents of others, including instructing its employees to not review the patents of others, and thus have been willfully blind of FCS's patent rights.

50. Defendants' actions are at least objectively reckless as to the risk of infringing a valid patent and this objective risk was either known or should have been known by Defendants.

51. Defendants' infringement of the '040 patent has been willful, intentional, deliberate,

or in conscious disregard of FCS's rights under the patent.

52. FCS has been damaged as a result of the infringing conduct by Defendants alleged above. Thus, Defendants are liable to FCS in an amount that compensates it for such infringements, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT II: INFRINGEMENT OF U.S. PATENT NO. 7,260,153

53. FCS repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

54. The USPTO duly issued U.S. Patent No. 7,260,153 (the "'153 patent") on August 21, 2007, after full and fair examination of Application No. 10/423,447, which was filed on April 28, 2003. The '153 patent is entitled "Multi Input Multi Output Wireless Communication Method and Apparatus Providing Extended Range and Extended Rate Across Imperfectly Estimated Channels."

55. FCS owns all substantial rights, interest, and title in and to the '153 patent, including the sole and exclusive right to prosecute this action and enforce the '153 patent against infringers and to collect damages for all relevant times.

56. The claims of the '153 patent are not directed to an abstract idea and are not limited to well-understood, routine, or conventional activity. Rather, the claimed inventions include inventive components that improve upon the function and operation of voice and data communications systems.

57. The written description of the '153 patent describes in technical detail each limitation of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patently distinct from and

improved upon what may have been considered conventional or generic in the art at the time of the invention.

58. FCS or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the '153 patent.

59. Based upon public information, Defendants have directly infringed and continue to directly infringe one or more claims of the '153 patent, based at least on Defendants manufacturing, selling, offering to sell, importing, using, providing, supplying, or distributing the Accused Products.

60. Based upon public information, Defendants have directly infringed and continue to directly infringe, either literally or under the doctrine of equivalents, at least claim 1 of the '153 patent, as detailed in Attachment B to the Preliminary Infringement Contentions, served on Brother International on May 15, 2024, which is incorporated by reference herein.

61. More specifically, and as just one example of infringement detailed in Attachment B to the Preliminary Infringement Contentions, Defendants, using the Accused Products, perform a method for evaluating a channel of a multiple-input multiple-output ("MIMO") wireless communication system allowing two or more communication devices with multiple radiating elements to transmit parallel data sub-streams which defines a channel matrix metric of cross-talk signal-to-noise ("SNR") for the subs-streams, estimates the channel matrix metric, performs a singular value decomposition ("SVD") of the channel matrix metric estimate to calculate estimated channel singular values, and using the channel matrix metric and estimated channel singular values to calculate a crosstalk measure for the sub-streams.

62. Defendants had knowledge of the '153 patent at least as of February 2024.

63. Since at least February 2024, Defendants have also indirectly infringed and continue

to indirectly infringe the '153 patent by inducing others to directly infringe the '153 patent. Defendants have induced distributors and end-users, including, but not limited to, Defendants' employees, partners, contractors, or customers, to directly infringe, either literally or under the doctrine of equivalents, the '153 patent by providing or requiring use of the Accused Products. Defendants took active steps, directly or through contractual relationships with others, with the specific intent to cause them to use the Accused Products in a manner that infringes one or more claims of the '153 patent, including, for example, claim 1 of the '153 patent. Such steps by Defendants include, among other things, advising or directing personnel, contractors, or end-users to use the Accused Products in an infringing manner; advertising and promoting the use of the Accused Products in an infringing manner; distributing instructions that guide users to use the Accused Products in an infringing manner; and/or instructional and technical support on its website. Defendants are performing these steps, which constitute induced infringement with the knowledge of the '153 patent and with the knowledge that the induced acts constitute infringement. Defendants are aware that the normal and customary use of the Accused Products by others would infringe the '153 patent. Defendants' inducement is ongoing.

64. Since at least February 2024, Defendants have also indirectly infringed and continue to indirectly infringe by contributing to the infringement of the '153 patent. Defendants have contributed to the direct infringement of the '153 patent by its personnel, contractors, distributors, and customers. The Accused Products have special features that are specially designed to be used in an infringing way and that have no substantial uses other than ones that infringe one or more claims of the '153 patent, including, for example, claim 1 of the '153 patent. The special features constitute a material part of the invention of one or more of the claims of the '153 patent and are not staple articles of commerce suitable for substantial non-infringing use. Defendants'

contributory infringement is ongoing.

65. Furthermore, on information and belief, Defendants have a policy or practice of not reviewing the patents of others, including instructing its employees to not review the patents of others, and thus has been willfully blind of FCS's patent rights.

66. Defendants' actions are at least objectively reckless as to the risk of infringing a valid patent and this objective risk was either known or should have been known by Defendants.

67. Defendants' direct infringement of the '153 patent is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of FCS's rights under the patent.

68. FCS has been damaged as a result of the infringing conduct by Defendants alleged above. Thus, Defendants are liable to FCS in an amount that compensates it for such infringements, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

69. FCS has suffered irreparable harm, through its loss of market share and goodwill, for which there is no adequate remedy at law. FCS has and will continue to suffer this harm by virtue of Defendants' infringement of the '153 patent. Defendants' actions have interfered with and will interfere with FCS's ability to license technology. The balance of hardships favors FCS's ability to commercialize its own ideas and technology. The public interest in allowing FCS to enforce its right to exclude outweighs other public interests, which supports injunctive relief in this case.

COUNT III: INFRINGEMENT OF U.S. PATENT NO. 7,656,845

70. FCS repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

71. The USPTO duly issued U.S. Patent No. 7,656,845 (the "'845 patent") on February 2, 2010 after full and fair examination of Application No. 11/402,172 which was filed on April 11, 2006. The '845 patent is entitled "Channel Interference Reduction." A Certificate of Correction

was issued on November 30, 2010.

72. FCS owns all substantial rights, interest, and title in and to the '845 patent, including the sole and exclusive right to prosecute this action and enforce the '845 patent against infringers and to collect damages for all relevant times.

73. The claims of the '845 patent are not directed to an abstract idea and are not limited to well-understood, routine, or conventional activity. Rather, the claimed inventions include inventive components that improve upon the function and operation of preexisting systems and methods of wireless communication with a mobile unit.

74. The written description of the '845 patent describes in technical detail each limitation of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patently distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

75. FCS or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the '845 patent.

76. Based upon public information, Defendants have directly infringed one or more claims of the '845 patent, based at least on Defendants manufacturing, selling, offering to sell, importing, using, providing, supplying, or, distributing the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer.

77. Based upon public information, Defendants have directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '845 patent, as detailed in Attachment C to the Preliminary Infringement Contentions, served on Brother International on May 15, 2024, which is incorporated by reference herein.

78. More specifically, and as just one example of infringement detailed in Attachment C to the Preliminary Infringement Contentions, the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer used by Defendants provide a system comprising a processor, a first transceiver configured to communicate *via* a first medium, a second transceiver configured to communicate *via* a second medium, wherein at least one of the first transceiver and the second transceiver is configured to retry transmission of a packet at a lower rate if a prior transmission of the packet is not acknowledged, an allocation unit configured to dynamically allocate data channels to one of the first medium and the second medium based upon a desired level of service.

79. Defendants had knowledge of the '845 patent at least as of February 2024.

80. Since at least February 2024, Defendants have also indirectly infringed by inducing others to directly infringe the '845 patent. Defendants have induced distributors and end-users, including, but not limited to, Defendants' employees, partners, contractors, or customers, to directly infringe, either literally or under the doctrine of equivalents, the '845 patent by providing or requiring use of the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer. Defendants took active steps, directly or through contractual relationships with others, with the specific intent to cause them to use the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer in a manner that infringes one or more claims of the '845 patent, including, for example, claim 1 of the '845 patent. Such steps by Defendants include, among other things, advising or directing personnel, contractors, or end-users to use the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer in an infringing manner; advertising and promoting the use of the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer in an infringing manner; distributing instructions that guide users to use the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer in an infringing manner; and/or instructional and technical support on its website. Defendants are performing these steps, which

constitute induced infringement with the knowledge of the '845 patent and with the knowledge that the induced acts constitute infringement. Defendants are aware that the normal and customary use of the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer by others would infringe the '845 patent.

81. Since at least February 2024, Defendants have also indirectly infringed by contributing to the infringement of the '845 patent. Defendants have contributed to the direct infringement of the '845 patent by its personnel, contractors, distributors, and customers. The MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer has special features that are specially designed to be used in an infringing way and that have no substantial uses other than ones that infringe one or more claims of the '845 patent, including, for example, claim 1 of the '845 patent. The special features constitute a material part of the invention of one or more of the claims of the '845 patent and are not staple articles of commerce suitable for substantial non-infringing use.

82. Furthermore, on information and belief, Defendants have a policy or practice of not reviewing the patents of others, including instructing its employees to not review the patents of others, and thus has been willfully blind of FCS's patent rights.

83. Defendants' actions are at least objectively reckless as to the risk of infringing a valid patent and this objective risk was either known or should have been known by Defendants.

84. Defendants' direct infringement of the '845 patent has been willful, intentional, deliberate, or in conscious disregard of FCS's rights under the patent.

85. FCS has been damaged as a result of the infringing conduct by Defendants alleged above. Thus, Defendants are liable to FCS in an amount that compensates it for such infringements, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT IV: INFRINGEMENT OF U.S. PATENT NO. 7,742,388

86. FCS repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

87. The USPTO duly issued U.S. Patent No. 7,742,388 (the “’388 patent”) on June 22, 2010, after full and fair examination of Application No. 11/185,665 which was filed July 20, 2005. The ’388 patent is entitled “Packet Generation Systems and Methods.”

88. FCS owns all substantial rights, interest, and title in and to the ’388 patent, including the sole and exclusive right to prosecute this action and enforce the ’388 patent against infringers and to collect damages for all relevant times.

89. The claims of the ’388 patent are not directed to an abstract idea and are not limited to well-understood, routine, or conventional activity. Rather, the claimed inventions include inventive components that improve upon the function and operation of preexisting systems and methods of generating packets in a digital communications system.

90. The written description of the ’388 patent describes in technical detail each limitation of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patently distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

91. FCS or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the ’388 patent.

92. Based upon public information, Defendants have directly infringed and continue to directly infringe one or more claims of the ’388 patent, based at least on Defendants manufacturing, selling, offering to sell, importing, using, providing, supplying, or, distributing the Accused Products.

93. Based upon public information, Defendants have directly infringed and continue to directly infringe, either literally or under the doctrine of equivalents, at least claim 1 of the '388 patent, as detailed in Attachment D to the Preliminary Infringement Contentions, served on Brother International on May 15, 2024, which is incorporated by reference herein.

94. More specifically, and as just one example of infringement detailed in Attachment D to the Preliminary Infringement Contentions, Defendants perform a method including generating a packet with a size corresponding to a protocol used for a network transmission, wherein the packet comprises a preamble having a first training symbol and a second training symbol. The method further includes increasing the size of the packet by adding subcarriers to the second training symbol of the packet to produce an extended packet, wherein a quantity of subcarriers of the second training symbol is greater than a quantity of subcarriers of the first training symbol; and transmitting the extended packet from an antenna.

95. Defendants had knowledge of the '388 patent at least as of February 2024.

96. Since at least February 2024, Defendants have indirectly infringed and continue to indirectly infringe the '388 patent by inducing others to directly infringe the '388 patent. Defendants have induced and continue to induce customers and end-users, including, but not limited to, Defendants' customers, employees, partners, or contractors, to directly infringe, either literally or under the doctrine of equivalents, the '388 patent by providing or requiring use of the Accused Products. Defendants have taken active steps, directly or through contractual relationships with others, with the specific intent to cause them to use the Accused Products in a manner that infringes one or more claims of the '388 patent, including, for example, claim 1. Such steps by Defendants have included, among other things, advising or directing customers, personnel, contractors, or end-users to use the Accused Products in an infringing manner;

advertising and promoting the use of the Accused Products in an infringing manner; distributing instructions that guide users to use the Accused Products in an infringing manner; and/or instructional and technical support on its website. Defendants have been performing these steps, which constitute induced infringement with the knowledge of the '388 patent and with the knowledge that the induced acts constitute infringement. Defendants have been aware that the normal and customary use of the Accused Products by others would infringe the '388 patent. Defendants' inducement is ongoing.

97. Since at least February 2024, Defendants have indirectly infringed and continue to indirectly infringe by contributing to the infringement of the '388 patent. Defendants have contributed and continue to contribute to the direct infringement of the '388 patent by its customers, personnel, and contractors. The Accused Products have special features that are specially designed to be used in an infringing way and that have no substantial uses other than ones that infringe one or more claims of the '388 patent, including, for example, claim 1. The special features constitute a material part of the invention of one or more of the claims of the '388 patent and are not staple articles of commerce suitable for substantial non-infringing use. Defendant's contributory infringement is ongoing.

98. Furthermore, on information and belief, Defendants have a policy or practice of not reviewing the patents of others, including instructing its employees to not review the patents of others, and thus have been willfully blind of FCS's patent rights.

99. Defendants' actions are at least objectively reckless as to the risk of infringing a valid patent and this objective risk was either known or should have been known by Defendants.

100. Defendants' infringement of the '388 patent is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of FCS's rights under the patent.

101. FCS has been damaged as a result of the infringing conduct by Defendants alleged above. Thus, Defendants are liable to FCS in an amount that compensates it for such infringements, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

102. FCS has suffered irreparable harm, through its loss of market share and goodwill, for which there is no adequate remedy at law. FCS has and will continue to suffer this harm by virtue of Defendants' infringement of the '388 patent. Defendants' actions have interfered with and will interfere with FCS's ability to license technology. The balance of hardships favors FCS's ability to commercialize its own ideas and technology. The public interest in allowing FCS to enforce its right to exclude outweighs other public interests, which supports injunctive relief in this case.

COUNT V: INFRINGEMENT OF U.S. PATENT NO. 8,005,053

103. FCS repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

104. The USPTO duly issued U.S. Patent No. 8,005,053 (the "'053 patent") on August 23, 2011, after full and fair examination of Application No. 12/696,760, which was filed on January 29, 2010. The '053 patent is entitled "Channel Interference Reduction."

105. FCS owns all substantial rights, interest, and title in and to the '053 patent, including the sole and exclusive right to prosecute this action and enforce the '053 patent against infringers and to collect damages for all relevant times.

106. The claims of the '053 patent are not directed to an abstract idea and are not limited to well-understood, routine, or conventional activity. Rather, the claimed inventions include inventive components that improve upon the function and operation of voice and data communications systems.

107. The written description of the '053 patent describes in technical detail each limitation of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patently distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

108. FCS or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the '053 patent.

109. Based upon public information, Defendants have directly infringed one or more claims of the '053 patent, based at least on Defendants manufacturing, selling, offering to sell, importing, using, providing, supplying, or, distributing the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer.

110. Based upon public information, Defendants have directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '053 patent, as detailed in Attachment E to the Preliminary Infringement Contentions, served on Brother International on May 15, 2024, which is incorporated by reference herein.

111. More specifically, and as just one example of infringement detailed in Attachment E to the Preliminary Infringement Contentions, the MFCJ4535DW MFCL3780CDW, and QL-820NWB Printer used by Defendants perform a method comprising a communication device storing data encoded for a plurality of different wireless protocols, the communication device including a plurality of wireless transceivers, each of which is configured to transmit data according to a corresponding one of the plurality of different wireless protocols where the communication device selects one of the plurality of different wireless protocols and encodes data of an unselected one of the plurality of different wireless protocols into the selected wireless

protocol, and transmits the encoded data using the one of the plurality of wireless transceivers corresponding to the selected wireless protocol.

112. FCS has been damaged as a result of the infringing conduct by Defendants alleged above. Thus, Defendants are liable to FCS in an amount that compensates it for such infringements, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

JURY DEMAND

113. FCS hereby requests a trial by jury on all issues so triable by right.

PRAYER FOR RELIEF

114. FCS requests that the Court find in its favor and against Defendants, and that the Court grant FCS the following relief:

- a. Judgment that one or more claims of each of the Asserted Patents has been infringed, either literally or under the doctrine of equivalents, by Defendants or others acting in concert therewith;
- b. A permanent injunction enjoining Defendants and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in concert therewith from infringement of the '153 patent and the '388 patent; or, in the alternative, an award of a reasonable ongoing royalty for future infringement of the Asserted Patents by such entities;
- c. Judgment that Defendants account for and pay to FCS all damages to and costs incurred by FCS because of Defendants' infringing activities and other conduct complained of herein;
- d. Judgment that Defendants' infringements of the '040 patent, the '153 patent, the '845 patent, and the '388 patent be found willful, and that the Court award treble damages

for the period of such willful infringement pursuant to 35 U.S.C. § 284;

- e. Pre-judgment and post-judgment interest on the damages caused by Defendants' infringing activities and other conduct complained of herein;
- f. That this Court declare this an exceptional case and award FCS its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and
- g. All other and further relief as the Court may deem just and proper under the circumstances.

Dated: June 18, 2024

Respectfully submitted,

By: */s/ James F. McDonough, III*

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CERTIFICATE OF SERVICE

I hereby certify that on this day a true and correct copy of the foregoing document was filed electronically with the Clerk of Court using the Court's CM/ECF system. As such, this document was served on all counsel who are deemed to have consented to electronic service.

Dated: June 18, 2024

By: /s/ James F. McDonough, III
James F. McDonough, III