

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

FLEET CONNECT SOLUTIONS
LLC,

Plaintiff,

v.

WHEELS, LLC,

Defendant.

Civil Action No. 1:24-cv-01563-JPB

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Fleet Connect Solutions LLC (“Fleet Connect” or “Plaintiff”) files this First Amended Complaint against Wheels, LLC (“Wheels” or “Defendant”) 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 Defendant's infringement of the following United States Patents (collectively, the "Asserted Patents"):

	U.S. Patent No.	Title	Available At
1	6,633,616	OFDM Pilot Tone Tracking for Wireless LAN	USPTO.GOV, https://patentcenter.uspto.gov/applications/09935081 , https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/6633616
2	6,941,223	Method And System for Dynamic Destination Routing	USPTO.GOV, https://patentcenter.uspto.gov/applications/10339663 , https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/6941223
3	6,961,586	Field Assessments Using Handheld Data Management Devices	USPTO.GOV, https://patentcenter.uspto.gov/applications/09955543 , https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/6961586
4	7,206,837	Intelligent Trip Status Notification	USPTO.GOV, https://patentcenter.uspto.gov/applications/10287151 , https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/20040088107

	U.S. Patent No.	Title	Available At
5	7,463,896	System And Method for Enforcing a Vehicle Code	USPTO.GOV, https://patentcenter.uspto.gov/applications/11524850 , https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7463896
6	7,599,715	System and Method for Matching Wireless Devices	USPTO.GOV, https://patentcenter.uspto.gov/applications/12389245 , https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7599715
7	7,741,968	System and Method for Navigation Tracking of Individuals in a Group	USPTO.GOV, https://patentcenter.uspto.gov/applications/12143707 , https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7741968
8	8,005,053	Channel Interference Reduction	USPTO.GOV, https://patentcenter.uspto.gov/applications/12696760 , https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/8005053
9	8,862,184	System And Methods for Management of Mobile Field Assets Via Wireless Handheld Devices	USPTO.GOV, https://patentcenter.uspto.gov/applications/13925692 , https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/8862184

2. Plaintiff seeks monetary damages and injunctive relief.

PARTIES

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

4. On information and belief, Wheels, LLC is a limited liability corporation organized under the laws of the State of Delaware, with its principal place of business located at 666 Garland Pl., Des Plaines, Illinois. Wheels may be served at 1165 Sanctuary Pkwy, Alpharetta, Georgia 30009.

JURISDICTION AND VENUE

5. Fleet Connect repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

6. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

7. Venue is proper against Wheels in this District pursuant to 28 U.S.C. § 1400(b) because they maintain an established and regular place of business in this District and have committed acts of patent infringement in this District. *See In re: Cray Inc.*, 871 F.3d 1355, 1362- 1363 (Fed. Cir. 2017).

8. On information and belief, Wheels has an office at 1165 Sanctuary

Pkwy, Alpharetta, Georgia 30009, where they sell, offer for sale, use, service, and deliver the Accused Products. *See* WHEELS: CONTACT OUR FLEET MANAGEMENT EXPERTS, <https://www.wheels.com/public/contact-us/>.

9. Wheels is subject to this Court's specific and general personal jurisdiction under due process because of its substantial business in this Judicial District, in the State of Georgia, and in the United States, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, or deriving substantial revenue from goods and services provided to individuals in this state, in this District, and in the United States.

10. Specifically, Wheels intends to do and does business in, has committed acts of infringement in, and continues to commit acts of infringement in this District, in the State of Georgia, and in the United States, directly, through intermediaries, by contributing to and through the inducement of third parties, and offers and sends its products and services, including those accused of infringement here, to customers and potential customers located in this state, including in this District, and in the United States.

11. More specifically, Wheels directly and/or through its intermediaries, ships, distributes, makes, uses, imports, offers for sale, sells, and/or advertises its products and services in the United States, the State of Georgia, and in this District.

12. On information and belief, Wheels has significant ties to, and presence in, the State of Georgia and this District, making venue in this Judicial District both proper and convenient for this action.

13. Therefore, venue is proper in this District pursuant to 28 U.S.C. §1400(b).

THE ACCUSED PRODUCTS

14. Fleet Connect repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

15. Wheels uses, causes to be used, provides, supplies, or distributes one or more fleet management and tracking solutions, including, but not limited to, its Fleet Management Services, which include but are not limited to (1) Donlen's DriverPoint® Telematics, FleetWeb® fleet management platform, FleetWeb Dashboard, the DonlenDriver app, FleetWeb® Mobile app, AssetCheck, Advanced Diagnostics, its electronic logging devices, and associated hardware, software, and functionality), (2) Wheels' Vehicle Telematics, including the Wheels Mobile Assistant, FleetView Dashboard, FleetWeb, Fleet Driver Safety and Training Solutions, FleetView Mobile app, Wheels Mobile app, DriverView, its electronic logging devices, and associated hardware, software, and functionality, and/or (3) Geotab telematics devices or "Geotab GO Devices" (any and current, predecessor, and successor models, names, or releases) with MyGeotab Portal, Enterprise Fleet

Management Portal, EV Suitability Assessment (EVSA) instrumentalities, Software Development Kits (“SDKs”), Fleet Planning Toolkits, eFleets client portal, and eFleets Mobile app, and associated hardware, software, and functionality (collectively, the “Accused Products”). See **Figures 1-3** (below).

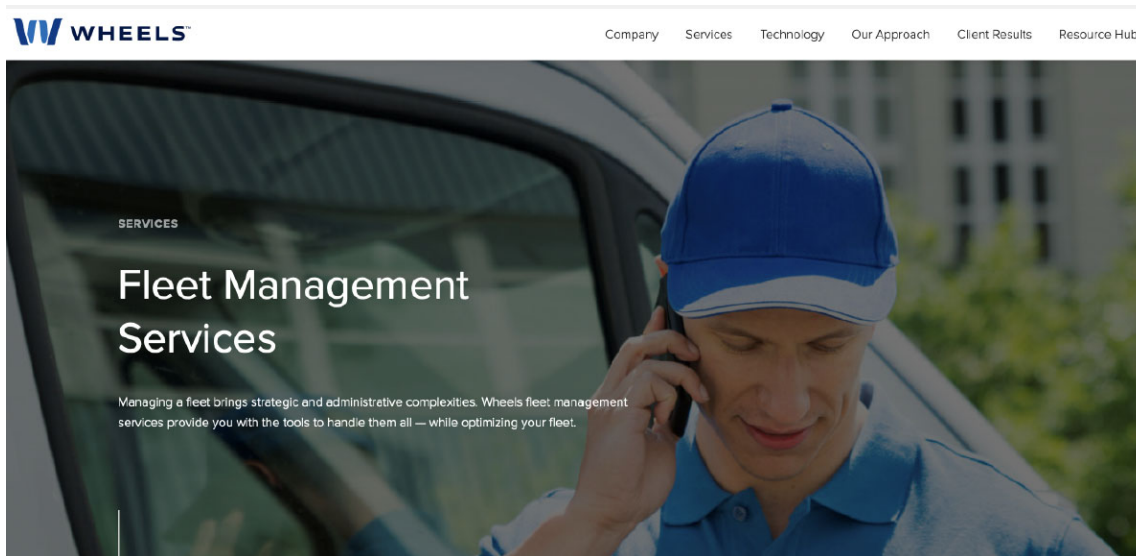


Figure 1

(Source: WHEELS/SERVICES/FLEET MANAGEMENT SERVICES, <https://www.wheels.com/public/services/fleet-management-services/> (last visited April 5, 2024))

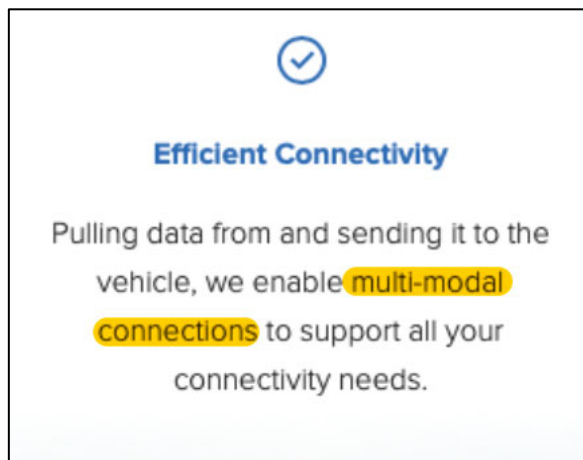


Figure 2

(Source: WHEELS/SERVICES/FLEET MANAGEMENT SERVICES/VEHICLE TELEMATICS, <https://www.wheels.com/public/services/fleet-management-services/vehicle-telematics/> (last visited April 5, 2024))

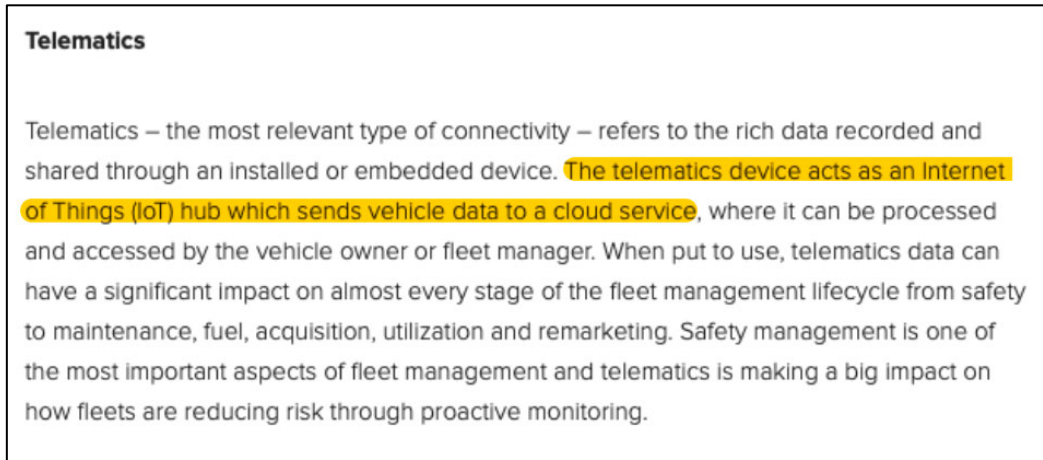


Figure 2

(Source: CONNECTIVITY AND TELEMATICS – TAKING SAFETY MANAGEMENT TO THE NEXT LEVEL, <https://www.wheels.com/public/resource-hub/blog/connectivity-and-telematics-taking-safety-management-to-the-next-level/> (last visited April 5, 2024))

16. On information and belief, Defendant, using the Accused Products, performs 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 LTE protocols and various subsections thereof, including, but not limited to, 802.11ac, 802.11b, and 802.11n.

17. On information and belief, Defendant, using the Accused Products,

performs singular value decomposition of estimated channel matrices, 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.

18. 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. 6,633,616

19. Fleet Connect repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

20. U.S. Patent No. 6,633,616 (the “’616 patent”) was duly issued on October 14, 2003, after full and fair examination by the United States Patent Office of Application No. 09/935,081, which was filed on August 21, 2001. *See* ’616 Patent.

21. Fleet Connect owns all substantial rights, interest, and title in and to the ’616 patent, including the sole and exclusive right to prosecute this action and enforce the ’616 patent against infringers and to collect damages for all relevant times.

22. The claims of the ’616 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 error estimation methods in orthogonal frequency division multiplexed (OFDM) systems.

23. The written description of the '616 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.

24. Based upon public information, Defendant has directly infringed one or more claims of the '616 patent, based at least on Defendant manufacturing, selling, offering to sell, importing, using, providing, supplying, or distributing the Accused Products.

25. Based upon public information, Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 12 of the '616 patent, as detailed in Exhibit A attached hereto.

26. 45. More specifically, and as just one example of infringement detailed in Exhibit A, Defendant, using the Accused Products, performed a method of pilot phase error estimation in an orthogonal frequency division multiplexed (OFDM) receiver. The method includes determining pilot reference points corresponding to a plurality of pilots of an OFDM preamble waveform; processing, in a parallel path

to the determining step, the OFDM preamble waveform with a fast Fourier transform; determining a phase error estimate of a subsequent OFDM symbol relative to the pilot reference points; and processing, in the parallel path to the determining step, the subsequent OFDM symbol with the fast Fourier transform; wherein the determining the phase error estimate step is completed prior to the completion of the processing the subsequent OFDM symbol with the fast Fourier transform in the parallel path.

27. Fleet Connect 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 '616 patent.

28. Fleet Connect has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Fleet Connect 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. 6,941,223

29. Fleet Connect repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

30. U.S. Patent No. 6,941,223 (the “’223 patent”) was issued on September 6, 2005, after full and fair examination by the United States Patent Office of

Application No. 10/339,663, which was filed on January 10, 2003. *See* '223 patent.

31. Fleet Connect owns all substantial rights, interest, and title in and to the '223 patent, including the sole and exclusive right to prosecute this action and enforce the '223 patent against infringers and to collect damages for all relevant times.

32. The claims of the '223 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 routing and navigation systems.

33. The written description of the '223 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.

34. Based upon public information, Defendant has directly infringed one or more claims of the '223 patent, based at least on Defendant manufacturing, selling, offering to sell, importing, using, providing, supplying, or distributing the Accused Products.

35. Based upon public information, Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 19 of the '223 patent, as

detailed in Exhibit B attached hereto.

36. More specifically, and as just one example of infringement detailed in Exhibit B, Defendant, using the Accused Products, performed a method for destination routing of a vehicle. The method includes the acts of: determining, based on static information, an optimal route, receiving additional information, determining, based on a comparison of real travel parameters of the vehicle with travel parameters associated with the optimal route, whether the optimal route remains optimal, and determining a new optimal route when the optimal route does not remain optimal, wherein the new optimal route is determined using the additional information, wherein the travel parameters include at least one of travel time and traveled distance.

37. Fleet Connect 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 '223 patent.

38. Fleet Connect has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Fleet Connect 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 III: INFRINGEMENT OF U.S. PATENT NO. 6,961,586

39. Fleet Connect repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

40. U.S. Patent No. 6,961,586 (hereinafter, the “’586 patent”) was issued on November 1, 2005, after full and fair examination by the United States Patent Office of Application No. 09/955,543, which was filed on September 17, 2001. *See* ’586 patent.

41. Fleet Connect owns all substantial rights, interest, and title in and to the ’586 patent, including the sole and exclusive right to prosecute this action and enforce the ’586 patent against infringers and to collect damages for all relevant times.

42. The claims of the ’586 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 communication systems and methods for executing field operations using handheld devices.

43. The written description of the ’586 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.

44. Based upon public information, Defendant has directly infringed one or more claims of the '586 patent, based at least on Defendant manufacturing, selling, offering to sell, importing, using, providing, supplying, or distributing the Accused Products.

45. Based upon public information, Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 9 of the '586 patent, as detailed in Exhibit C attached hereto.

46. More specifically, and as just one example of infringement detailed in Exhibit C, Defendant, using the Accused Products, performed a method of conducting a field assessment using a handheld data management device, comprising: providing a hand held data management device user performing as a field assessor access to an industry-specific field assessment program module for enabling the field assessor to execute at least one of the following field assessments: construction industry project analysis, HVAC system analysis; project management, equipment readiness, system and equipment troubleshooting, remote inventory tracking and ordering, conducting legal investigations in the field, and multi-users remote function coordination; executing said program module to conduct the field assessment; providing field-specific information required by said program module for said program module to render data in support of said field assessment; and

retrieving data through said handheld data management device in support of said field assessment.

47. Fleet Connect 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 '586 patent.

48. Fleet Connect has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Fleet Connect 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. 7,206,837

49. Fleet Connect repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

50. U.S. Patent No. 7,206,837 (hereinafter, the "'837 patent") was issued on April 17, 2007, after full and fair examination by the United States Patent Office of Application No. 10/287,151, which was filed November 4, 2002. *See* '837 patent.

51. Fleet Connect owns all substantial rights, interest, and title in and to the '837 patent, including the sole and exclusive right to prosecute this action and enforce the '837 patent against infringers and to collect damages for all relevant times.

52. The claims of the '837 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 communication systems and methods for executing field operations using handheld devices.

53. The written description of the '837 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.

54. Based upon public information, Defendant has directly infringed and continues to directly infringe one or more claims of the '837 patent, based at least on Defendant manufacturing, selling, offering to sell, importing, using, providing, supplying, or distributing the Accused Products.

55. Based upon public information, Defendant has directly infringed and continues to directly infringe, either literally or under the doctrine of equivalents, at least claim 1 of the '837 patent, as detailed in Exhibit D attached hereto.

56. More specifically, and as just one example of infringement in Exhibit D, Defendant, using the Accused Product, performs a method comprising receiving a location of a mobile communications device that is in transit to a destination,

estimating the time-of-arrival bounds for said mobile communications device at said destination for a confidence interval based on said location and at least one historical travel time statistic, and sending the time-of-arrival bounds to said mobile communications device.

57. Since at least the time of receiving the original complaint in this action, Defendant has indirectly infringed and continues to indirectly infringe the '837 patent by inducing others to directly infringe the '837 patent. Defendant has induced and continues to induce customers and end-users, including, but not limited to, Defendant's customers, employees, partners, contractors, customers and/or potential customers, to directly infringe, either literally or under the doctrine of equivalents, the '837 patent by providing or requiring use of the Accused Products. Defendant has 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 '837 patent, including, for example, claim 1. Such steps by Defendant 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/dashboard and/or telematics application(s). Defendant has been performing

these steps, which constitute induced infringement with the knowledge of the '837 patent and with the knowledge that the induced acts constitute infringement. Defendant has been aware that the normal and customary use of the Accused Products by others would infringe the '837 patent. Defendant's inducement is ongoing.

58. Defendant has indirectly infringed and continues to indirectly infringe by contributing to the infringement of the '837 patent. Defendant has contributed and continues to contribute to the direct infringement of the '837 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 '837 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 '837 patent and are not staple articles of commerce suitable for substantial non-infringing use. Defendant's contributory infringement is ongoing.

59. Defendant had knowledge of the '837 patent at least as of the date when it was notified of the filing of this action.

60. Furthermore, on information and belief, Defendant has 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 Fleet

Connect's patent rights.

61. Defendant's 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 Defendant.

62. Defendant's infringement of the '837 patent is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of Fleet Connect's rights under the '837 patent.

63. Fleet Connect has suffered irreparable harm, through its loss of market share and goodwill, for which there is no adequate remedy at law. Fleet Connect has and will continue to suffer this harm by virtue of Defendant's infringement of the '837 patent. Defendant's actions have interfered with and will interfere with Fleet Connect's ability to license technology. The balance of hardships favors Fleet Connect's ability to commercialize its own ideas and technology. The public interest in allowing Fleet Connect to enforce its right to exclude outweighs other public interests, which supports injunctive relief in this case.

64. Fleet Connect 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 '837 patent.

65. Fleet Connect has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Fleet Connect 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 V: INFRINGEMENT OF U.S. PATENT NO. 7,463,896

66. Fleet Connect repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

67. U.S. Patent No. 7,463,896 (hereinafter, the “’896 patent”) was duly issued on December 9, 2008, after full and fair examination by the United States Patent Office of Application No. 11/542,850, which was filed on September 20, 2006. *See* ’896 patent. A Certificate of Correction was issued on August 13, 2013. *See id.* at 18.

68. Fleet Connect owns all substantial rights, interest, and title in and to the ’896 patent, including the sole and exclusive right to prosecute this action and enforce the ’896 patent against infringers and to collect damages for all relevant times.

69. The claims of the ’896 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 for wireless vehicle tracking systems.

70. The written description of the ’896 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.

71. Based upon public information, Defendant has directly infringed one or more claims of the '896 patent, based at least on Defendant manufacturing, selling, offering to sell, importing, using, providing, supplying, or distributing the Accused Products.

72. Based upon public information, Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '896 patent, as detailed in Exhibit E attached hereto.

73. More specifically, and as just one example of infringement detailed in Exhibit E, Defendant, using the Accused Products, performed a method for enforcing a vehicle code. The method includes receiving a wireless communication signal by a first mobile unit having a unique identifier, the wireless communication signal transmitted by a second mobile unit associated with a vehicle; downconverting data in the received wireless communication signal from radio frequency to baseband; determining based on the downconverted data: a vehicle identifier associated with the vehicle, and a GPS position associated with the vehicle; determining by a system administrator a status of the vehicle using the vehicle

identifier to monitor the vehicle for code enforcement, wherein the determining the status includes parsing the received wireless communication signal to determine the status of the vehicle; generating baseband message data indicating the status by constructing at least one data packet from a plurality of data fields, the data fields including the unique identifier of the first mobile unit and the vehicle identifier; and upconverting the baseband message data to radio frequency for transmission to the second mobile unit, thereby transmitting the upconverted baseband message data indicating the status of the vehicle.

74. Fleet Connect 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 '896 patent.

75. Fleet Connect has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Fleet Connect 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 VI: INFRINGEMENT OF U.S. PATENT NO. 7,599,715

76. Fleet Connect repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

77. U.S. Patent No. 7,599,715 (hereinafter, the “715 patent”) was duly

issued on October 6, 2009, after full and fair examination by the United States Patent Office of Application No. 12/389,245, which was filed on February 19, 2009. *See* '715 patent. A Certificate of Correction was issued on June 25, 2013. *See id.* at 21.

78. Fleet Connect owns all substantial rights, interest, and title in and to the '715 patent, including the sole and exclusive right to prosecute this action and enforce the '715 patent against infringers and to collect damages for all relevant times.

79. The claims of the '715 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 mobile communications system control and warning systems.

80. The written description of the '715 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.

81. Based upon public information, Defendant has directly infringed one or more claims of the '715 patent, based at least on Defendant manufacturing, selling, offering to sell, importing, using, providing, supplying, or distributing the Accused Products.

82. Based upon public information, Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 31 of the '715 patent, as detailed in Exhibit F attached hereto.

83. More specifically, and as just one example of infringement detailed in Exhibit F, Defendant, using the Accused Products, performs a method of tracking vehicle maintenance information by a wireless communication system, comprising receiving a signal transmitted by a vehicle comprising a mobile unit, the signal comprising a vehicle identifier and a status of the vehicle; storing the signal in a first communication log, the first communication log including the vehicle identifier, a transmission time, a transmission date, and the status; determining maintenance information associated with the vehicle, the determining comprises parsing the signal to determine the vehicle identifier and the status; constructing a communication comprising at least one communication packet, the at least one communication packet comprising the maintenance information, an address, and an identification of the vehicle; forwarding the at least one communication packet to a router; transmitting the at least one communication packet over the Internet by the router via the address; and storing the communication through the Internet in a second communication log.

84. Fleet Connect 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 '715 patent.

85. Fleet Connect has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Fleet Connect 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 VII: INFRINGEMENT OF U.S. PATENT NO. 7,741,968

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

87. U.S. Patent No 7,741,968 (hereinafter, the "'968 patent") was duly issued on June 22, 2010, after full and fair examination by the United States Patent Office of Application No. 12/143,707, which was filed on February 19, 2009. *See* '968 patent.

88. Fleet Connect owns all substantial rights, interest, and title in and to the '968 patent, including the sole and exclusive right to prosecute this action and enforce the '968 patent against infringers and to collect damages for all relevant times.

89. The claims of the '968 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 systems and methods for permissive navigational tracking where the sending party selectively transmits navigation data to a receiving party over a period of time.

90. The written description of the '968 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. Based upon public information, Defendant has directly infringed and continues to directly infringe one or more claims of the '968 patent, based at least on Defendant manufacturing, selling, offering to sell, importing, using, providing, supplying, or distributing the Accused Products.

92. Based upon public information, Defendant has directly infringed and continues to directly infringe, either literally or under the doctrine of equivalents, at least claim 1 of the '968 patent, as detailed in Exhibit G attached hereto.

93. More specifically, and as just one example of infringement detailed in Exhibit G, Defendant, using the Accused Products, performs a method of tracking a plurality of portable devices, said method comprising: creating a select group of target portable devices in association with a master portable device; establishing at said master portable device the current geographical positions of said selected group

of target portable devices; displaying on said master device said established geographical positions of each said target device; sending from said master device to at least one of said target devices, convergence navigational instructions designed to facilitate convergence between said at least one target device and said master device; and generating ETAs pertaining to said convergence between said one target device and said master device.

94. Since at least the time of receiving the original complaint in this action, Defendant has indirectly infringed and continues to indirectly infringe the '968 patent by inducing others to directly infringe the '968 patent. Defendant has induced and continues to induce customers and end-users, including, but not limited to, Defendant's customers, employees, partners, contractors, customers and/or potential customers, to directly infringe, either literally or under the doctrine of equivalents, the '968 patent by providing or requiring use of the Accused Products. Defendant has 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 '968 patent, including, for example, claim 1. Such steps by Defendant 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/dashboard and/or telematics application(s). Defendant has been performing these steps, which constitute induced infringement with the knowledge of the '968 patent and with the knowledge that the induced acts constitute infringement. Defendant has been aware that the normal and customary use of the Accused Products by others would infringe the '968 patent. Defendant's inducement is ongoing.

95. Defendant has indirectly infringed and continues to indirectly infringe by contributing to the infringement of the '968 patent. Defendant has contributed and continues to contribute to the direct infringement of the '968 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 '968 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 '968 patent and are not staple articles of commerce suitable for substantial non-infringing use. Defendant's contributory infringement is ongoing.

96. Defendant had knowledge of the '968 patent at least as of the date when it was notified of the filing of this action.

97. Furthermore, on information and belief, Defendant has 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 Fleet Connect's patent rights.

98. Defendant's 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 Defendant.

99. Defendant's direct infringement of the '968 patent is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of Fleet Connect's rights under the patent.

100. Fleet Connect has suffered irreparable harm, through its loss of market share and goodwill, for which there is no adequate remedy at law. Fleet Connect has and will continue to suffer this harm by virtue of Defendant's infringement of the '968 patent. Defendant's actions have interfered with and will interfere with Fleet Connect's ability to license technology. The balance of hardships favors Fleet Connect's ability to commercialize its own ideas and technology. The public interest in allowing Fleet Connect to enforce its right to exclude outweighs other public interests, which supports injunctive relief in this case.

101. Fleet Connect 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 '968 patent.

102. Fleet Connect has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Fleet Connect 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 VIII: INFRINGEMENT OF U.S. PATENT NO. 8,005,053

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

104. U.S. Patent No. 8,005,053 (hereinafter, the “’053 patent”) was duly issued on August 23, 2011, after full and fair examination by the United States Patent Office of Application No. 12/696,760, which was filed on January 29, 2010. *See* ’053 patent.

105. Fleet Connect 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. Based upon public information, Defendant has directly infringed one or more claims of the '053 patent, based at least on Defendant manufacturing, selling, offering to sell, importing, using, providing, supplying, or distributing the Accused Products.

109. Based upon public information, Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '053 patent, as detailed in Exhibit H attached hereto.

110. More specifically, and as just one example of infringement detailed in Exhibit H, Defendant made, used, sold, and/or offered for sale the Accused Products, which constitute an apparatus comprising a first wireless transceiver configured to communicate data according to a first wireless protocol; a second wireless transceiver configured to communicate data according to a second wireless protocol that is different from the first wireless protocol; and a controller configured to select one of the first and second wireless transceivers to communicate data of both the first and second wireless protocols, wherein the apparatus is configured to encode

data of the wireless protocol for the unselected transceiver into data of the wireless protocol for the selected transceiver.

111. Fleet Connect 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.

112. Fleet Connect has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Fleet Connect 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 IX: INFRINGEMENT OF U.S. PATENT NO. 8,862,184

113. Fleet Connect repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

114. U.S. Patent No. 8,862,184 (the "'184 patent") was duly issued on October 14, 2014, after full and fair examination by the United States Patent Office of Application No. 13/925,692, which was filed on June 24, 2013. *See* '184 patent.

115. Fleet Connect owns all substantial rights, interest, and title in and to the '184 patent, including the sole and exclusive right to prosecute this action and enforce the '184 patent against infringers and to collect damages for all relevant

times.

116. The claims of the '184 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 methods and systems of collecting and communicating field data based on geographical location.

117. The written description of the '184 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.

118. Based upon public information, Defendant has directly infringed one or more claims of the '184 patent, based at least on Defendant manufacturing, selling, offering to sell, importing, using, providing, supplying, or distributing the Accused Products.

119. Based upon public information, Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '184 patent, as detailed in Exhibit I attached hereto.

120. More specifically, and as just one example of infringement detailed in Exhibit I, Defendant, using the Accused Products, performs a method, comprising

downloading a field assessment program to a handheld device from a server geographically distant from the handheld device; executing the field assessment program on the handheld device, the field assessment program configured to enable assessment of a job; collecting data associated with the job in response to prompts from the field assessment program; obtaining information associated with a location of the job based at least part on determining the location of the job; rendering the collected data using the handheld device based at least in part on the obtained information; and providing the assessment of the job in response to the rendering.

121. Fleet Connect 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 '184 patent.

122. Fleet Connect has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant arise liable to Fleet Connect 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

123. Plaintiff demands a trial by jury on all issues so triable by right.

PRAYER FOR RELIEF

124. WHEREFORE, Fleet Connect requests that the Court find in its favor

and against Defendant, and that the Court grant Fleet Connect 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 Defendant or others acting in concert therewith;
- b. Judgment that Defendant account for and pay to Fleet Connect all damages to and costs incurred by Fleet Connect because of Defendant's infringing activities and other conduct complained of herein;
- c. A permanent injunction enjoining Defendant and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in concert therewith from infringement of the '837 and '968 patents; or, in the alternative, an award of a reasonable ongoing royalty for future infringement of the Asserted Patents by such entities;
- d. Judgment that Defendant's infringements of the '837 and '968 patents 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 interest on the damages caused by Defendant's infringing activities and other conduct complained of herein;
- f. That this Court declare this an exceptional case and award Fleet Connect 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 21, 2024

Respectfully submitted,

/s/ James F. McDonough, III

James F. McDonough, III (GA 117088)*

Jonathan R. Miller (GA 507179)*

ROZIER HARDT MCDONOUGH PLLC

659 Auburn Avenue NE, Unit 254

Atlanta, Georgia 30312

Telephone: (404) 564-1866, -1863

Email: jim@rhmtrial.com

Email: miller@rhmtrial.com

Attorneys for Plaintiff FLEET CONNECT SOLUTIONS

* admitted to the Northern District of Georgia

CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 5.1

The undersigned hereby certifies that the foregoing document has been prepared in accordance with the font type and margin requirements of Local Rule 5.1 of the Northern District of Georgia, using a font type of Times New Roman and a point size of 14.

Dated: June 21, 2024

By: /s/ James F. McDonough, III

James F. McDonough, III

List of Supportive Links

1. U.S. Patent No. 6,633,616, USPTO.GOV, <https://patentcenter.uspto.gov/applications/09935081>, <https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/6633616>.
2. U.S. Patent No. 6,941,223, USPTO.GOV, <https://patentcenter.uspto.gov/applications/10339663>, <https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/6941223>.
3. U.S. Patent No. 6,961,586, USPTO.GOV, <https://patentcenter.uspto.gov/applications/09955543>, <https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/6961586>.
4. U.S. Patent No. 7,206,837, USPTO.GOV, <https://patentcenter.uspto.gov/applications/09955543>, <https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/6961586>.
5. U.S. Patent No. 7,463,896, USPTO.GOV, <https://patentcenter.uspto.gov/applications/11524850>, <https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/7463896>.
6. U.S. Patent No. 7,599,715, USPTO.GOV, <https://patentcenter.uspto.gov/applications/12389245>, <https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/7599715>.
7. U.S. Patent No. 7,741,968, USPTO.GOV, <https://patentcenter.uspto.gov/applications/12143707>, <https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/7741968>.
8. U.S. Patent No. 8,005,053, USPTO.GOV, <https://patentcenter.uspto.gov/applications/12696760>, <https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/8005053>.
9. U.S. Patent No. 8,862,184, USPTO.GOV, <https://patentcenter.uspto.gov/applications/13925692>, <https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/8862184>.
10. WHEELS: CONTACT OUR FLEET MANAGEMENT EXPERTS, <https://www.wheels.com/public/contact-us/>.
11. WHEELS/SERVICES/FLEET MANAGEMENT SERVICES, <https://www.wheels.com/public/services/fleet-management-services/>
12. WHEELS/SERVICES/FLEET MANAGEMENT SERVICES/VEHICLE TELEMATICS, <https://www.wheels.com/public/services/fleet-management-services/vehicle-telematics/>
13. CONNECTIVITY AND TELEMATICS – TAKING SAFETY MANAGEMENT TO THE NEXT LEVEL, <https://www.wheels.com/public/resource-hub/blog/connectivity-and-telematics-taking-safety-management-to-the-next-level/>