

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

FLEET CONNECT SOLUTIONS LLC,

Plaintiff,

v.

POWERFLEET, INC.

Defendant.

Civil Action No. 2:24-cv-00718

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Fleet Connect Solutions LLC (“Fleet Connect” or “Plaintiff”) files this Complaint against PowerFleet, Inc. (“PowerFleet” 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”) issued by the United States Patent and Trademark Office (“USPTO”):

	U.S. Patent No.	Title	Available At
1	6,429,810	Integrated Air Logistics System	https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/6429810
2	7,058,040	Channel Interference Reduction	https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7058040
3	7,260,153	Multi Input Multi Output Wireless Communication Method And Apparatus Providing Extended Range And Extended Rate Across Imperfectly Estimated Channels	https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7260153
4	7,599,715	System And Method For Matching Wireless Devices	https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7599715

	U.S. Patent No.	Title	Available At
5	7,656,845	Channel Interface Reduction	https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/7656845
6	7,742,388	Packet Generation Systems And Methods	https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/7742388
7	7,747,291	Wireless Communication Method	https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/7747291
8	7,783,304	Wireless Communication Method	https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/7783304
9	8,005,053	Channel Interference Reduction	https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/8005053
10	8,494,581	System And Methods For Management Of Mobile Field Assets Via Wireless Handheld Devices	https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/8494581
11	9,299,044	System And Methods For Management Of Mobile Field Assets Via Wireless Handheld Devices	https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/9299044
12	9,747,565	System And Methods For Management Of Mobile Field Assets Via Wireless Handheld Devices	https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/9747565

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.

4. Defendant is a corporation organized under the laws of the State of Delaware with its principal place of business located at 123 Tice Boulevard, Suite 101, Woodcliff Lake, NJ 07677.

5. Defendant's registered agent for service is National Registered Agents, Inc., located

at 1209 Orange Street, Wilmington, Delaware 19801.

JURISDICTION AND VENUE

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

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

8. Venue is proper against Defendant in this District pursuant to 28 U.S.C. § 1400(b) and 1391(c) because it has maintained established and regular places of business in this District and has committed acts of patent infringement in the District from those regular and established places of business. *See In re: Cray Inc.*, 871 F.3d 1355, 1362-1363 (Fed. Cir. 2017).

9. Defendant offers products and services, including through the use of Accused Products, and conducts business in this District.

10. Defendant is subject to this Court’s specific and general personal jurisdiction under due process due at least to Defendant’s 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; (iii) having an interest in, using or possessing real property in Texas and this District; (iv) and having and keeping personal property in Texas and in this District.

11. Specifically, Defendant intends to do and does business in, has committed acts of infringement in, and continues to commit acts of infringement in this District directly, through intermediaries, by contributing to and through inducement of third parties, and offers its products

or services, including those accused of infringement here, to customers and potential customers located in this state, including in this District.

12. On information and belief, Defendant owns, operates, manages, conducts business, and directs and controls the operations and employees of facilities at several locations in this District, including, but not limited to, facilities at the following addresses: 2601 Network Boulevard, Suite 680, Frisco, TX 75034 USA (<https://www.powerfleet.com/contact/>) and/or 5700 Granite Parkway, Suite 550, Plano, Texas 75024 (<https://www.linkedin.com/company/powerfleetaiot/about/>)

13. In addition, to conduct this business, Defendant employs a number of individuals within this District. These individuals' employment with Defendant is conditioned upon and based on their residence and continued residence within the District to further the specific infringing business activities of Defendant within the District. *See, e.g.*, https://www.powerfleet.com/?job_listing_region=Powerfleet-for-logistics (“Candidates must be local to one of the IDSY offices (Woodcliff Lake, NJ, Plano, TX, or Tampa, FL”).¹

14. Defendant's business specifically depends on employees, exclusive and non-exclusive contractors, agents, and affiliates, etc., being physically present at places in the District, and Defendant affirmatively acted to make permanent operations within this District. *See In re Cray Inc.*, 871 F.3d 1355 (Fed. Cir. 2017); *In re Cordis Corp.*, 769 F.2d 733, 736 (Fed. Cir. 1985).

15. Defendant commits acts of infringement from this District, including, but not limited to, using, installing, testing of the Accused Products, selling and offering to sell the Accused Products, and inducement of third parties to use the Accused Products in an infringing

¹ In 2019, I.D. Systems, Inc. rebranded to “PowerFleet, Inc.” <https://ir.powerfleet.com/press-releases/detail/341/i-d-systems-closes-pointer-telocation-acquisition>

manner.

16. Through at least its website, www.powerfleet.com/, Defendant instructs its customers on how to install and use the Accused Products.

THE ACCUSED PRODUCTS

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

18. Defendant uses, causes to be used, sells, offers for sale, imports, provides, supplies, or distributes one or more fleet management tracking solutions, including, but not limited to, the VAC4S, LCD601, LV-400, LV-450, Vehicle Gateway, DashCam, ELD solutions (such as the LV9000), FreightCam, Keyless Gateway, Micromobility Gateway, Digital Video Recorder, Speed Manager, Asset Gateway, Logistics Gateway, Logistics Gateway – Solar, Cold Chain Gateway, Temperature Sensor, Mount and Load Sensor, Forklift Gateway (VAC), Powerfleet Unity software/platform, and other substantially similar products and services offered in the past or the future, and all of the prior models, iterations, releases, versions, generations, and prototypes of the foregoing, along with any associated hardware, software, applications, and functionality associated with those products and solutions (collectively, the “Accused Products”).²

19. 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, 802.11b and 802.11n.

² <https://www.powerfleet.com/vehicle-telematics/>; <https://www.powerfleet.com/material-handling-telematics/>; <https://www.powerfleet.com/asset-tracking/>; <https://www.powerfleet.com/unity-platform-overview/>; <https://www.powerfleet.com/fleet-management-solutions/>; <https://www.powerfleet.com/container-chassis-and-trailer-tracking/>

20. 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.

21. Defendant, using the Accused Products, also tracks, analyzes, and reports vehicle maintenance needs and driver warnings associated with a vehicle, tracks or causes to be tracked vehicle locations, and allows for communication between a system administrator and a remote unit to communicate, e.g., advisory notifications.

22. By way of a letter to Defendant dated March 14, 2022, FCS described its patent portfolio and provided claim charts of a number of its patents comparing representative claims to Defendant’s products. Claim charts for all twelve of the Asserted Patents (’810 patent, ’040 patent, ’845 patent, ’053 patent, ’388 patent, ’715 patent, ’291 patent, ’304 patent, ’153 patent, ’581 patent, ’044 patent, ’565 patent) were included in this letter (the “FCS Letter”).

23. 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. 6,429,810

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

25. The USPTO duly issued U.S. Patent No. 6,429,810 (the “’810 patent”) on August 6, 2002, after full and fair examination of Application No. 09/774,547 which was filed January 31, 2001.

26. Fleet Connect owns all substantial rights, interest, and title in and to the ’810 patent,

including the sole and exclusive right to prosecute this action and enforce the '810 patent against infringers and to collect damages for all relevant times.

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 '810 patent.

28. The claims of the '810 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 logistics and tracking systems.

29. The written description of the '810 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.

30. PowerFleet has directly infringed one or more claims of the '810 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

31. PowerFleet has directly infringed, either literally or under the doctrine of equivalents, at least claims 1, 16, and 23 of the '810 patent, as detailed in the claim chart attached hereto as **Exhibit A**.

32. Fleet Connect has been damaged as a result of the infringing conduct by PowerFleet alleged above. Thus, PowerFleet 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. 7,058,040

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

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

35. Fleet Connect 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.

36. 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 ’040 patent.

37. 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 methods of transmitting data over media having overlapping frequencies.

38. 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.

39. PowerFleet has directly infringed one or more claims of the ’040 patent by making,

using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

40. PowerFleet has directly infringed, either literally or under the doctrine of equivalents, at least claims 1, 2, 3, and 11 of the '040 patent, as detailed in the claim chart attached hereto as **Exhibit B**.

41. PowerFleet had knowledge of the '040 patent at least as of the date when it received in the FCS Letter in March 2022.

42. Since at least the time of receiving the FCS Letter in March of 2022 until the '040 patent expired in March 2024, PowerFleet also indirectly infringed by inducing others to directly infringe the '040 patent. PowerFleet has induced distributors and end-users, including, but not limited to, PowerFleet's employees, partners, contractors, or customers, to directly infringe, either literally or under the doctrine of equivalents, the '040 patent by providing or requiring use of the Accused Products. PowerFleet 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 '040 patent, including, for example, claims 1, 2, 3, and 11 of the '040 patent.

43. Such steps by PowerFleet included, 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. PowerFleet was performing these steps, which constitute induced infringement with the knowledge of the '040 patent and with the knowledge that the induced acts constitute infringement. PowerFleet was aware that the normal and

customary use of the Accused Products by others would infringe the '040 patent.

44. Since at least the time of receiving the FCS Letter in March of 2022 until the '040 patent expired in March 2024, PowerFleet has also indirectly infringed by contributing to the infringement of the '040 patent. PowerFleet has contributed to the direct infringement of the '040 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 '040 patent, including, for example, claims 1, 2, 3, and 11 of the '040 patent. 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.

45. PowerFleet's actions were 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 PowerFleet.

46. PowerFleet's direct infringement of the '040 patent was willful, intentional, deliberate, or in conscious disregard of Fleet Connect's rights until the '040 patent expired in March 2024.

47. Fleet Connect has been damaged as a result of the infringing conduct by PowerFleet alleged above. Thus, PowerFleet 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. 7,260,153

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

49. The USPTO duly issued U.S. Patent No. 7,260,153 (hereinafter, 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.

50. Fleet Connect 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.

51. 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 '153 patent.

52. 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.

53. 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.

54. PowerFleet has directly infringed, and continues to directly infringe, one or more claims of the '153 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

55. PowerFleet has directly infringed, either literally or under the doctrine of equivalents, at least claims 1, 2, 19, 28, and 29 of the '153 patent, as detailed in the claim chart attached hereto as **Exhibit C**.

56. PowerFleet had knowledge of the '153 patent at least as of the date when it received in the FCS Letter in March 2022.

57. Since at least the time of receiving the FCS Letter in March of 2022, PowerFleet has indirectly infringed and continues to indirectly infringe the '153 patent by inducing others to directly infringe the '153 patent. PowerFleet has induced and continues to induce customers and end-users, including, but not limited to, PowerFleet's customers, employees, partners, contractors, customers and/or potential customers, to directly infringe, either literally or under the doctrine of equivalents, the '153 patent by providing or requiring use of the Accused Products. PowerFleet 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 '153 patent, including, for example, claims 1, 2, 19, 28, and 39. *See Exhibit C.*

58. Such steps by PowerFleet 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. PowerFleet has been performing these steps, which constitute induced infringement with the knowledge of the '153 patent and with the knowledge that the induced acts constitute infringement. PowerFleet has been aware that the normal and customary use of the Accused Products by others would infringe the '153 patent. PowerFleet's inducement is ongoing. *See Exhibit C.*

59. Since at least the time of receiving the FCS Letter in March of 2022, PowerFleet has indirectly infringed and continues to indirectly infringe by contributing to the infringement of the '153 patent. PowerFleet has contributed and continues to contribute to the direct infringement

of the '153 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 '153 patent, including, for example, claim 1, 2, 19, 28, and 39. 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. PowerFleet's contributory infringement is ongoing. *See Exhibit C.*

60. Furthermore, on information and belief, PowerFleet 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.

61. PowerFleet'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 PowerFleet.

62. PowerFleet's direct infringement of the '153 patent is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of Fleet Connect's rights under the patent.

63. Fleet Connect has been damaged as a result of the infringing conduct by PowerFleet alleged above. Thus, PowerFleet 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.

64. 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 PowerFleet's infringement of the '153 patent. PowerFleet'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.

COUNT IV: INFRINGEMENT OF U.S. PATENT NO. 7,599,715

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

66. The USPTO duly issued U.S. Patent No. 7,599,715 (hereinafter, the "'715 patent") on October 6, 2009 after full and fair examination by the USPTO of Application No. 12/389,245 which was filed on February 19, 2009. A Certificate of Correction was issued on June 25, 2013.

67. 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 it against infringers and to collect damages for all relevant times.

68. 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.

69. 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.

70. 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.

71. PowerFleet has directly infringed one or more claims of the '715 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

72. PowerFleet has directly infringed, either literally or under the doctrine of equivalents, at least claim 31 of the '715 patent, as detailed in the claim chart attached hereto as

Exhibit D.

73. Fleet Connect has been damaged as a result of the infringing conduct by PowerFleet alleged above. Thus, PowerFleet 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. 7,656,845

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

75. 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. A Certificate of Correction was issued on November 30, 2010.

76. Fleet Connect 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.

77. 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 '845 patent.

78. 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.

79. 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.

80. PowerFleet has directly infringed, and continues to directly infringe, one or more claims of the '845 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

81. PowerFleet has directly infringed, either literally or under the doctrine of equivalents, at least claim 18 of the '845 patent, as detailed in the claim chart attached hereto as **Exhibit E**.

82. PowerFleet had knowledge of the '845 patent at least as of the date when it received in the FCS Letter in March 2022.

83. Since at least the time of receiving the FCS Letter in March of 2022 until the '845 patent expired in March 2024, PowerFleet also indirectly infringed by inducing others to directly infringe the '845 patent. PowerFleet has induced distributors and end-users, including, but not limited to, PowerFleet's 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 Accused Products. PowerFleet 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 '845 patent, including, for example, claim 18 of the '845 patent.

84. Such steps by PowerFleet included, 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. PowerFleet was performing these steps, which constitute induced infringement with the knowledge of the '845 patent and with the knowledge that the induced acts constitute infringement. PowerFleet was aware that the normal and customary use of the Accused Products by others would infringe the '845 patent.

85. Since at least the time of receiving the FCS Letter in March of 2022 until the '845 patent expired in March 2024, PowerFleet has also indirectly infringed by contributing to the infringement of the '845 patent. PowerFleet has contributed to the direct infringement of the '845 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 '845 patent, including, for example, claim 18 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.

86. PowerFleet's actions were 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 PowerFleet.

87. PowerFleet's direct infringement of the '845 patent was willful, intentional, deliberate, or in conscious disregard of Fleet Connect's rights until the '845 patent expired in

March 2024.

88. Fleet Connect has been damaged as a result of the infringing conduct by PowerFleet alleged above. Thus, PowerFleet 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. 7,742,388

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

90. 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.

91. Fleet Connect 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.

92. 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 ’388 patent.

93. 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.

94. 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.

95. PowerFleet has directly infringed, and continues to directly infringe, one or more claims of the '388 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

96. PowerFleet has directly infringed, either literally or under the doctrine of equivalents, at least claims 1, 3-5, 7-9, 11, 12, and 28 of the '388 patent, as detailed in the claim chart attached hereto as **Exhibit F**.

97. PowerFleet had knowledge of the '388 patent at least as of the date when it received in the FCS Letter in March 2022.

98. Since at least the time of receiving the FCS Letter in March of 2022, PowerFleet has indirectly infringed and continues to indirectly infringe the '388 patent by inducing others to directly infringe the '388 patent. PowerFleet has induced and continues to induce customers and end-users, including, but not limited to, PowerFleet's 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. PowerFleet 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 '388 patent, including, for example, claim 1, 3-5, 7-9, 11, 12, and 28. *See Exhibit F*.

99. Such steps by PowerFleet 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. PowerFleet has 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. PowerFleet has been aware that the normal and customary use of the Accused Products by others would infringe the '388 patent. PowerFleet's inducement is ongoing. *See Exhibit F.*

100. Since at least the time of receiving the FCS Letter in March of 2022, PowerFleet has indirectly infringed and continues to indirectly infringe by contributing to the infringement of the '388 patent. PowerFleet has contributed and continues 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, 3-5, 7-9, 11, 12, and 28. 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. PowerFleet's contributory infringement is ongoing. *See Exhibit F.*

101. Furthermore, on information and belief, PowerFleet 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.

102. PowerFleet'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 PowerFleet.

103. PowerFleet's infringement of the '388 patent is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of Fleet Connect's rights under the patent.

104. Fleet Connect has been damaged as a result of the infringing conduct by PowerFleet

alleged above. Thus, PowerFleet 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.

105. 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 PowerFleet's infringement of the '388 patent. PowerFleet'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.

COUNT VII: INFRINGEMENT OF U.S. PATENT NO. 7,747,291

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

107. The USPTO duly issued U.S. Patent No. 7,747,291 (the "'291 patent") on June 29, 2010, after full and fair examination of Application No. 12/546,650 which was filed August 24, 2009. A Certificate of Correction was issued on June 18, 2013. *See id.* at 26.

108. Fleet Connect owns all substantial rights, interest, and title in and to, the '291 patent including the sole and exclusive right to prosecute this action and enforce the '291 patent against infringers and to collect damages for all relevant times.

109. 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 '291 patent.

110. The claims of the '291 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 for mobile vehicle-based communications systems utilizing short-range communication links.

111. The written description of the '291 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.

112. PowerFleet has directly infringed one or more claims of the '291 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

113. PowerFleet has directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '291 patent, as detailed in the claim chart attached hereto as **Exhibit G**.

114. Fleet Connect has been damaged as a result of the infringing conduct by PowerFleet alleged above. Thus, PowerFleet 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. 7,783,304

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

116. The USPTO duly issued U.S. Patent No. 7,783,304 (the "'304 patent") on August

24, 2010, after full and fair examination of Application No. 12/546,645, which was filed on August 24, 2009. A Certificate of Correction was issued on May 28, 2013.

117. Fleet Connect owns all substantial rights, interest, and title in and to the '304 patent, including the sole and exclusive right to prosecute this action and enforce the '304 patent against infringers and to collect damages for all relevant times.

118. 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 '304 patent.

119. The claims of the '304 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.

120. The written description of the '304 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.

121. PowerFleet has directly infringed one or more claims of the '304 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

122. PowerFleet has directly infringed, either literally or under the doctrine of equivalents, at least claims 1 of the '304 patent, as detailed in the claim chart attached hereto as **Exhibit H**.

123. Fleet Connect has been damaged as a result of the infringing conduct by PowerFleet alleged above. Thus, PowerFleet 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. 8,005,053

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

125. The USPTO duly issued U.S. Patent No. 8,005,053 (hereinafter, 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. A Certificate of Correction was issued on February 14, 2012.

126. 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.

127. 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.

128. 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 preexisting systems and methods of data transmission in wireless communication systems.

129. 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.

130. PowerFleet has directly infringed one or more claims of the '053 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

131. PowerFleet has directly infringed, either literally or under the doctrine of equivalents, at least claims 1, 3, 6, 7, and 19 of the '053 patent, as detailed in the claim chart attached hereto as **Exhibit I**.

132. Fleet Connect has been damaged as a result of the infringing conduct by PowerFleet alleged above. Thus, PowerFleet 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 X: INFRINGEMENT OF U.S. PATENT NO. 8,494,581

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

134. The USPTO duly issued U.S. Patent No. 8,494,581 (hereinafter, the "'581 patent") on July 23, 2013 after full and fair examination of Application No. 12/547,363 which was filed on August 25, 2009.

135. Fleet Connect owns all substantial rights, interest, and title in and to the '581 patent, including the sole and exclusive right to prosecute this action and enforce the '581 patent against infringers and to collect damages for all relevant times.

136. 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 one

or more claims of the '581 patent.

137. The claims of the '581 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.

138. The written description of the '581 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.

139. PowerFleet has directly infringed one or more claims of the '581 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

140. PowerFleet has directly infringed, either literally or under the doctrine of equivalents, at least claim 21 of the '581 patent, as detailed in the claim chart attached hereto as **Exhibit J**.

141. PowerFleet had knowledge of the '581 patent at least as of the date when it received in the FCS Letter in March 2022.

142. Since at least the time of receiving the FCS Letter in March of 2022 until the '581 patent expired in January 2024, PowerFleet also indirectly infringed by inducing others to directly infringe the '581 patent. PowerFleet has induced distributors and end-users, including, but not limited to, PowerFleet's employees, partners, contractors, or customers, to directly infringe, either literally or under the doctrine of equivalents, the '581 patent by providing or requiring use of the

Accused Products. PowerFleet 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 '581 patent, including, for example, claim 21 of the '581 patent.

143. Such steps by PowerFleet included, 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. PowerFleet was performing these steps, which constitute induced infringement with the knowledge of the '581 patent and with the knowledge that the induced acts constitute infringement. PowerFleet was aware that the normal and customary use of the Accused Products by others would infringe the '581 patent.

144. Since at least the time of receiving the FCS Letter in March of 2022 until the '581 patent expired in January 2024, PowerFleet has also indirectly infringed by contributing to the infringement of the '581 patent. PowerFleet has contributed to the direct infringement of the '581 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 '581 patent, including, for example, claim 21 of the '581 patent. The special features constitute a material part of the invention of one or more of the claims of the '581 patent and are not staple articles of commerce suitable for substantial non-infringing use.

145. PowerFleet's actions were 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 PowerFleet.

146. PowerFleet's direct infringement of the '581 patent was willful, intentional,

deliberate, or in conscious disregard of Fleet Connect's rights under the patent.

147. Fleet Connect has been damaged as a result of the infringing conduct by PowerFleet alleged above. Thus, PowerFleet 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 XI: INFRINGEMENT OF U.S. PATENT NO. 9,299,044

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

149. The USPTO duly issued U.S. Patent No. 9,299,044 (the "'044 patent") on March 29, 2016 after full and fair examination by the USPTO of Application No. 14/480,297 which was filed on September 8, 2014. See '044 patent at 1.

150. Fleet Connect owns all substantial rights, interest, and title in and to the '044 patent, including the sole and exclusive right to prosecute this action and enforce the '044 patent against infringers and to collect damages for all relevant times.

151. 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 '044 patent.

152. The claims of the '044 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 of managing mobile assets in the field such as personnel, equipment and inventory using handheld data management devices in the field.

153. The written description of the '044 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.

154. PowerFleet has directly infringed one or more claims of the '044 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

155. PowerFleet has directly infringed, either literally or under the doctrine of equivalents, at least claims 1, 2, 4, 5, and 6 of the '044 patent, as detailed in the claim chart attached hereto as **Exhibit K**.

156. Fleet Connect has been damaged as a result of the infringing conduct by PowerFleet alleged above. PowerFleet 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 XII: INFRINGEMENT OF U.S. PATENT NO. 9,747,565

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

158. The USPTO duly issued U.S. Patent No. 9,747,565 ("565 patent") on August 29, 2017 after full and fair examination of Application No. 15/071,003 which was filed on March 15, 2016.

159. Fleet Connect owns all substantial rights, interest, and title in and to the '565 patent, including the sole and exclusive right to prosecute this action and enforce it against infringers and to collect damages for all relevant times.

160. 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 '565 patent.

161. The claims of the '565 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 systems and methods of managing mobile assets in the field such as personnel, equipment and inventory using handheld data management devices in the field.

162. The written description of the '565 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.

163. PowerFleet has directly infringed one or more claims of the '565 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

164. PowerFleet has directly infringed, either literally or under the doctrine of equivalents, at least claims 1, 2, 4, 6, 7, and 9 of the '565 patent, as detailed in the claim chart attached hereto as **Exhibit L**.

165. Fleet Connect has been damaged as a result of the infringing conduct by PowerFleet alleged above. Thus, PowerFleet 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.

JURY DEMAND

166. Fleet Connect hereby requests a trial by jury on all issues so triable by right.

PRAYER FOR RELIEF

167. Fleet Connect requests that the Court find in its favor and against PowerFleet, 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 PowerFleet or others acting in concert therewith;
- b. A permanent injunction enjoining PowerFleet 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 '388 patent; or, in the alternative, an award of a reasonable ongoing royalty for future infringement of the '153 patent and '388 patent by such entities;
- c. Judgment that PowerFleet account for and pay to Fleet Connect all damages to and costs incurred by Fleet Connect because of PowerFleet's infringing activities and other conduct complained of herein;
- d. Judgment that PowerFleet's infringements of the of the '040 patent, the '153 patent, the '845 patent, and the '388 patent be found willful 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 PowerFleet'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: August 30, 2024

Respectfully submitted,

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

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Exhibits

- A. Claim Chart for U.S. Patent 6,429,810
- B. Claim Chart for U.S. Patent 7,058,040
- C. Claim Chart for U.S. Patent 7,260,153
- D. Claim Chart for U.S. Patent 7,599,715
- E. Claim Chart for U.S. Patent 7,656,845
- F. Claim Chart for U.S. Patent 7,742,388
- G. Claim Chart for U.S. Patent 7,747,291
- H. Claim Chart for U.S. Patent 7,783,304
- I. Claim Chart for U.S. Patent 8,005,053
- J. Claim Chart for U.S. Patent 8,494,581
- K. Claim Chart for U.S. Patent 9,299,044
- L. Claim Chart for U.S. Patent 9,747,565

Attachments

- Civil Cover Sheet
- Proposed Summons