

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

FLEET CONNECT SOLUTIONS LLC,

Plaintiff,

v.

SOUTHWEST INTERNATIONAL
TRUCKS, INC.,

Defendant.

Civil Action No. 2:24-cv-01024

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Fleet Connect Solutions LLC (“Fleet Connect” or “Plaintiff”) files this complaint against Southwest International Trucks, Inc. (“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”):

	Patent	Title	Available At:
1	6,429,810	Integrated Air Logistics System	USPTO.GOV, https://patentcenter.uspto.gov/applications/09774547 , https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/6429810
2	6,633,616	OFDM Pilot Tone Tracking For Wireless LAN	USPTO.GOV, https://patentcenter.uspto.gov/applications/09935081 , https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/6633616
3	6,961,586	Field Assessments Using Handheld Data Management Devices	USPTO.GOV, https://patentcenter.uspto.gov/applications/09955543 , https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/6961586

	Patent	Title	Available At:
4	7,463,896	System And Method For Enforcing A Vehicle Code	USPTO.GOV, https://patentcenter.uspto.gov/applications/11524850 , https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/7463896
5	7,656,845	Channel Interference Reduction	USPTO.GOV, https://patentcenter.uspto.gov/applications/11402172 , https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/7656845
6	7,747,291	Wireless Communication Method	USPTO.GOV, https://patentcenter.uspto.gov/applications/12546650 , https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/7747291
7	8,494,581	System And Methods For Management Of Mobile Field Assets Via Wireless Handheld Devices	USPTO.GOV, https://patentcenter.uspto.gov/applications/12547363 , https://imageppubs.uspto.gov/dirsearch-public/print/downloadPdf/8494581

2. Plaintiff seeks 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. Based on public information, Defendant is a corporation organized under the laws of the State of Delaware with its principal place of business located at 3722 Irving Boulevard, Dallas, TX 75247-5979.

5. Based on public information, Defendant's registered agent for service is CT Corporation System, located at 1999 Bryan St., Suite 900, Dallas, Texas 75201.

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. Based on public information, 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: 2105 N. Hwy 75, McKinney, Texas 75070 (<https://www.southwestinternational.com/map-hours-directions-trucks-dealership--hours-mckinney>).

13. Upon information and belief, 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 to service its customers. *See In re Cray Inc.*, 871 F.3d 1355, 1365–66 (Fed. Cir. 2017) (*citing In re Cordis Corp.*, 769 F.2d 733, 736 (Fed. Cir. 1985)). Defendant employs and contracts with those employees, exclusive and non-exclusive contractors, agents, and affiliates, etc., with the specific requirement that those individuals and entities maintain a presence in the District to service customers within the District. At least through these employees, Defendant does its business in this District through a permanent and continuous presence. *See In re Cordis Corp.*, 769 F.2d 733, 737 (Fed. Cir. 1985).

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

THE ASSERTED PATENTS AND ACCUSED PRODUCTS

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

16. Based upon public information, Defendant owns, operates, advertises, and/or controls products and services that provide and/or utilize Accused Products manufactured by International Motors, LLC (formerly Navistar International Corporation).

17. Defendant uses, causes to be used, sells, offers for sale, imports, provides, supplies, and/or distributes one or more fleet management platform and tracking solutions, including, but not limited to, the Navistar N2 telematics module, OnCommand® Link Mobile application, Mobile App(lication), Fleet Management Software, Intelligent Fleet Care, Navistar’s Routes/Route Optimization Software, and associated hardware, software, and functionality (collectively, the “Accused Products”).

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

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

20. 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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Defendant 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.

28. Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '810 patent, as detailed in the claim chart attached hereto as **Exhibit A**.

29. 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. 6,633,616

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

31. The USPTO duly issued U.S. Patent No. 6,633,616 (the “’616 patent”) on October 14, 2003 after full and fair examination of Application No. 09/935,081 which was filed on August 21, 2001.

32. 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.

33. 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.

34. 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 methods of producing or generating a pilot phase error metric.

35. 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.

36. Defendant has directly infringed one or more claims of the '616 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

37. Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 12 of the '616 patent, as detailed in the claim chart attached hereto as **Exhibit B.**

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. The USPTO duly issued U.S. Patent No. 6,961,586 (the "'586 patent") on November 1, 2005 after full and fair examination of Application No. 09/955,543 which was filed on September 17, 2001.

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. 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 '586 patent.

43. 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.

44. 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.

45. Defendant has directly infringed one or more claims of the '586 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

46. Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 9 of the '586 patent, as detailed in the claim chart attached hereto as **Exhibit C**.

47. 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. 7,463,896

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. 7,463,896 (the "'896 patent") on December 9, 2008 after full and fair examination of Application No. 11/542,850 which was filed on September 20, 2006. A Certificate of Correction was issued on August 13, 2013.

50. 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.

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 '896 patent.

52. 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.

53. 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.

54. Defendant has directly infringed one or more claims of the '896 patent by making, using, selling, offering to sell, importing, and/or internal and external testing of the Accused Products.

55. Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '896 patent, as detailed in the claim chart attached hereto as **Exhibit D**.

56. 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. 7,656,845**

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

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. Defendant 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.

64. Defendant 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**.

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

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

67. 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.

68. 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.

69. 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.

70. 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.

71. 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.

72. Defendant 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.

73. Defendant 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 F**.

74. 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. 8,494,581

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

76. 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.

77. 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.

78. 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.

79. 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.

80. 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.

81. Defendant 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.

82. Defendant 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 G**.

83. 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.

DEMAND FOR JURY TRIAL

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

PRAYER FOR RELIEF

85. 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 accounts for and pays 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. Pre-judgment interest on the damages caused by Defendant's infringing activities and other conduct complained of herein;
- d. 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
- e. All other and further relief as the Court may deem just and proper under the circumstances.

Dated: December 10, 2024

Respectfully submitted,

By: /s/ James F. McDonough, III

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Exhibits

- A. Claim Chart – US Patent No. 6,429,810
- B. Claim Chart – US Patent No. 6,633,616
- C. Claim Chart – US Patent No. 6,961,586
- D. Claim Chart – US Patent No. 7,463,896
- E. Claim Chart – US Patent No. 7,656,845
- F. Claim Chart – US Patent No. 7,747,291
- G. Claim Chart – US Patent No. 8,494,581

Attachments

- Civil Cover Sheet
- Proposed Summons