

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

FLEET CONNECT SOLUTIONS LLC,

Plaintiff,

v.

LENOVO GROUP LIMITED and LENOVO  
PC HK LIMITED,

Defendants.

Civil Action No. 2:24-cv-01047

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Fleet Connect Solutions LLC (“Fleet Connect”) files this Complaint against Defendant Lenovo Group Limited and Lenovo PC HK Limited (collectively, “Lenovo” 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”):

	<b>Patent No.</b>	<b>Reference</b>
1.	6,549,583	<a href="https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/6549583">https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/6549583</a>
2.	6,633,616	<a href="https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/6633616">https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/6633616</a>
3.	7,058,040	<a href="https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7058040">https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7058040</a>
4.	7,260,153	<a href="https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7260153">https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7260153</a>
5.	7,656,845	<a href="https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7656845">https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7656845</a>

	<b>Patent No.</b>	<b>Reference</b>
6.	7,742,388	<a href="https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7742388">https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/7742388</a>
7.	8,005,053	<a href="https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/8005053">https://image-ppubs.uspto.gov/dirsearch-public/print/downloadPdf/8005053</a>

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 Lenovo Group Limited (individually, called “Lenovo Group”) is a corporation duly organized and existing under the laws of Hong Kong with a place of business at 23rd Floor, Lincoln House, Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong SAR. Lenovo Group may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process or a regular place of business in Texas as required by statute.

5. Defendant Lenovo PC HK Limited (individually, called “Lenovo PC HK”) is a company organized and existing under the laws of Hong Kong with a place of business at 23rd Floor, Lincoln House, Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong SAR. Lenovo PC HK may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process or a regular place of business in Texas as required by statute.

6. Lenovo PC HK, an indirect subsidiary of Lenovo Group Limited, is involved in the procurement, marketing, distribution, and sale of accused desktop computers, personal computers,

laptop computers, notebook computers, handheld devices, and other related products. In particular, Lenovo PC HK handles the international procurement and distribution of Lenovo accused products manufactured for the United States by Lenovo entities, such as LCFC Hefei Electronics Technology Co., Ltd. and Lenovo Centro Tecnológico, S de RL de CV. That role includes providing manufacturers with designs and specifications of accused computer products destined for the United States. Further, Lenovo PC HK has been and is involved in the shipping of accused products, such as notebook and desktop computers, to the United States—both directly and through intermediate Lenovo entities. Lenovo PC HK also has sold and sells accused Lenovo products, such as notebook and desktop computers, to at least one U.S. distributor—Lenovo (United States) Inc.—who then re-sells them to Lenovo customers residing in the United States. Lenovo PC HK does the above activities at the instruction and under the supervision of Lenovo Group Limited.

7. The Lenovo defendants named above and their affiliates are part of the same corporate structure and distribution chain for the making, importing, offering to sell, selling, and using of the accused devices in the United States, including in the State of Texas generally and this judicial district in particular.

8. Lenovo Group Limited—through its subsidiaries—manufactures and sells personal computers and handheld devices worldwide and in the United States, including the Accused Products. Lenovo generated more than \$50 billion in revenue in the United States in 2023. Officers or executives of Lenovo Group Limited (or of other Lenovo affiliates outside of the United States) regularly work from and reside in the United States, both now and in the past. These officers or executives include Laura Quatela, Paul Rector, Kurt Skaugen, and Matthew Zielinski. Such officers or executives are involved in the marketing, distribution, sale of the accused products in the United States, as well as in other acts of infringement alleged herein. Lenovo Group Limited

owns or controls, either directly or indirectly, each of the other Lenovo entities. Lenovo operates and manages a global supply chain to develop, manufacture, and deliver accused computer products, such as the Accused Products, to the United States. Thus, the Lenovo defendants named above and their affiliates operate as a unitary business venture and are jointly and severally liable for the acts of patent infringement alleged herein.

9. The Lenovo defendants named above and their affiliates are part of the same corporate structure and distribution chain for the making, importing, offering to sell, selling, and using of the accused devices in the United States, including in the State of Texas generally and this judicial district in particular. The Lenovo defendants named above and their affiliates share the same management, common ownership, advertising platforms, facilities, distribution chains and platforms, and accused product lines and products involving related technologies. The Lenovo defendants named above and their affiliates regularly contract with customers regarding products made for or on behalf of those customers.

10. The parties to this action are properly joined under 35 U.S.C. § 299 because the right to relief asserted against each of the Lenovo defendants jointly and severally arises out of the same series of transactions or occurrences relating to the making and using of the same products or processes bearing at least the Lenovo brand or that are otherwise made for use with services provided by Lenovo. Additionally, questions of fact common to all defendants will arise in this action.

### **JURISDICTION AND VENUE**

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

12. 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).

13. Venue is proper as to Lenovo in this District under 28 U.S.C. § 1391(c) because the Lenovo defendants are foreign corporations. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1400(b) because Lenovo has committed acts of infringement in this District and has a regular and established place of business in this District, including, without limitation, through authorized sellers and sales representatives that offer and sell products pertinent to this Complaint through the State of Texas, including in this District, and to consumers throughout this District.

14. 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; and (iii) having an interest in, using or possessing real property in Texas.

15. 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 its inducement of third parties, and offers its products or services, including those accused of infringement here, to customers and potential customers located in this District. Defendant markets, sells, and delivers accused products in this district, and has committed acts of infringement in this District.

16. Defendant commits acts of infringement from this District, including, but not limited to, use of the Accused Products and inducement of third parties to use the Accused Products.

### **THE ACCUSED PRODUCTS**

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

18. Defendant uses, causes to be used, provides, supplies, or distributes one or more computing devices, including, but not limited to, Lenovo Laptops, including at least the ThinkPad X1 Carbon Gen 11 (14" Intel) Laptop, ThinkPad T16 (16" Intel) Laptop, ThinkPad X1 Yoga Gen 8 (14" Intel) 2 in 1 Laptop, ThinkPad E16 Gen 1 (16" Intel) Laptop, ThinkPad X1 Extreme Gen 5 (16" Intel) Laptop, ThinkPad Z16 (16" AMD) Laptop, ThinkPad X1 Yoga Gen 7 (14" Intel) 2 in 1 Laptop, ThinkPad L14 Gen 3 (14" AMD) Laptop, ThinkPad E15 Gen 4 (15" Intel) Laptop, ThinkPad T14s Gen 3 (14" Intel) Laptop, ThinkPad P16 Gen 2 (16" Intel) Mobile Workstation, ThinkPad L15 Gen 3 (15" Intel) Laptop, ThinkPad P1 Gen 6 (16" Intel) Mobile Workstation, ThinkPad Z13 (13" AMD) Laptop, ThinkPad L13 Gen 3 (13" Intel) Laptop, ThinkPad X13 Yoga Gen 3 (13" Intel) Laptop, ThinkPad X1 Nano Gen 3 (13" Intel) Laptop, ThinkPad X13 Gen 4 (13" AMD) Laptop, ThinkPad X1 Fold (16" Intel) PC, ThinkPad X13 Yoga Gen 4 (13" Intel) 2-in-1 Laptop, ThinkPad L13 Yoga Gen 3 (13" AMD) 2 in 1 Laptop, ThinkPad X1 2-in-1 Gen 9 (14" Intel) Laptop, ThinkPad T14 Gen 2 (14" AMD) Laptop, Yoga 7i (16" Intel) 2 in 1 Laptop, Yoga 6 (13" AMD) 2 in 1 Laptop, Yoga 9i (14" Intel) 2 in 1 Laptop, Legion Pro 5i Gen 8 (16" Intel) Gaming Laptop, Lenovo LOQ 15IRH8 Gaming Laptop, Lenovo LOQ 15APH8 Gaming Laptop, ThinkBook 14 Gen 4 (14" Intel) Laptop, and IdeaPad Flex 5 (16" AMD) 2 in 1 Laptop (the "Lenovo Laptops"); Lenovo Desktops, including at least the ThinkCentre Neo 50s SFF, ThinkCentre Neo 30a AIO, ThinkCentre M90a Gen 3 All-In-One PC, ThinkCentre M60q Chromebox Enterprise, ThinkStation P3 Tiny Workstation, ThinkStation P620 Tower Workstation, Legion Tower 5 Gen 8 Gaming Desktop, Legion Tower 5i Gen 8 Gaming Desktop, ThinkEdge SE10 Edge Client, and ThinkSystem SE350 Edge Server (the "Lenovo Desktops");

Lenovo Tablets, including at least the Lenovo Tab M11, Tab M10 Plus, Tab P11, Chromebook Duet 5 (13”) (the “Lenovo Tablets”); and Lenovo Smartphones, including at least the Motorola Razr, Motorola Moto G Stylus, and Motorola ThinkPhone (“Lenovo Smartphones”), and any other Lenovo devices and hardware, software, and functionality that comprise substantially similar functionality (collectively, the “Accused Products”).

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

20. Lenovo was notified that the Accused Products infringe the Asserted Patents by a letter in May of 2024.

21. 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. 6,549,583**

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

23. The USPTO duly issued U.S. Patent No. 6,549,583 (the “’583 patent”) on April 15, 2003, after full and fair examination of Application No. 09/790,429 which was filed February 21, 2001. The ’583 patent is entitled “Optimum Phase Error Metric for OFDM Pilot Tone Tracking in Wireless LAN.”

24. Fleet Connect owns all substantial rights, interest, and title in and to the ’583 patent, including the sole and exclusive right to prosecute this action and enforce the ’583 patent against infringers and to collect damages for all relevant times.

25. The claims of the '583 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.

26. The written description of the '583 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. 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 '583 patent.

28. Defendant has directly infringed the claims of the '583 patent by manufacturing, providing, supplying, using, distributing, selling, or offering to sell the Accused Products. For instance, Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '583 patent. As just one example of infringement, Defendant, using the Accused Products, performs 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; and estimating an aggregate phase error of a subsequent OFDM data symbol relative to the pilot reference points using complex signal measurements corresponding to each of the plurality of pilots of the subsequent OFDM data symbol and the pilot reference points; wherein the estimating step comprises performing a maximum likelihood-based estimation using the complex signal



measurements corresponding to each of the plurality of pilots of the subsequent OFDM data symbol and the pilot reference points. *See* '583 Evidence of Use Charts, 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 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 August 21, 2001. The '616 patent is entitled "OFDM Pilot Tone Tracking for Wireless LAN."

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. 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.

34. 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.

35. 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.

36. Defendant has directly infringed the claims of the '616 patent by manufacturing, providing, supplying, using, distributing, selling, or offering to sell the Accused Products. For instance, Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 12 of the '616 patent. As just one example of infringement, Defendant, using the Accused Products, performs 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 of the subsequent OFDM symbol with the fast Fourier transform in the parallel path. *See* '616 Evidence of Use Charts attached hereto as **Exhibit B**.

37. 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. 7,058,040**

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

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

40. 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.

41. 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.

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

43. 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.

44. Defendant has directly infringed the claims of the ’040 patent through the end of its term by manufacturing, providing, supplying, using, distributing, selling, or offering to sell the Accused Products. For instance, Defendant has directly infringed, either literally or under the

doctrine of equivalents, at least claim 1 of the '040 patent through the end of its term. As just one example of infringement, Defendant, using the Accused Products, performed a method for data transmission over first and second media that overlap in frequency. The method included computing one or more time division multiple access (TDMA) time-slot channels to be shared between the first and second media for data transmission; allocating one or more time-slot channels to the first medium for data transmission; allocating one or more of the remaining time-slot channels to the second medium for data transmission; and dynamically adjusting a number of timeslot channels assigned to one of the first and second media during the data transmission to remain within limits of a desired level of service. *See* '040 Evidence of Use Chart attached hereto as **Exhibit C**.

45. 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. 7,260,153**

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

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

48. 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.

49. 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.

50. 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.

51. 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.

52. Defendant has directly infringed the claims of the '153 patent by importing, selling, manufacturing, offering to sell, using, providing, supplying, or distributing the Accused Products. For instance, Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '153 patent. As just one example of infringement, Defendant, using the Accused Products, performed a method for evaluating a channel of a multiple-input multiple-output ("MIMO") wireless communication system allowing two or more communication devices with multiple radiating elements to transmit parallel data sub-streams which defines a channel matrix metric of cross-talk signal-to-noise ("SNR") for the subs-streams, estimates the channel matrix metric, performs a singular value decomposition ("SVD") of the channel matrix metric

estimate to calculate estimated channel singular values, and using the channel matrix metric and estimated channel singular values to calculate a crosstalk measure for the sub-streams. *See* '153 Evidence of Use Charts attached hereto as **Exhibit D**.

53. Defendant had also indirectly infringed the '153 patent through the end of its term by inducing others to directly infringe the '153 patent. Defendant has induced distributors and end-users, including, but not limited to, Defendant's employees, partners, contractors, or customers, to directly infringe, either literally or under the doctrine of equivalents, the '153 patent by providing or requiring use of the Accused Products. Defendant took active steps, directly or through contractual relationships with others, with the specific intent to cause them to use the Accused Products in a manner that infringes one or more claims of the '153 patent, including, for example, claim 1 of the '153 patent. Such steps by Defendant 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; or distributing instructions that guide users to use the Accused Products in an infringing manner. Defendant has performed these steps, which constitute induced infringement with the knowledge of the '153 patent and with the knowledge that the induced acts constitute infringement. Defendant was aware that the normal and customary use of the Accused Products by others would infringe the '153 patent. Defendant's inducement is ongoing.

54. Defendant had also indirectly infringed by contributing to the infringement of the '153 patent through the end of its term. Defendant has contributed to the direct infringement of the '153 patent by its personnel, contractors, distributors, and customers. The Accused Products have special features that are specially designed to be used in an infringing way and that have no substantial uses other than ones that infringe one or more claims of the '153 patent, including, for

example, claim 1 of the '153 patent. The special features constitute a material part of the invention of one or more of the claims of the '153 patent and are not staple articles of commerce suitable for substantial non-infringing use. Defendant's contributory infringement is ongoing.

55. Defendant had knowledge of its infringement of the '153 patent at least as of May of 2024.

56. 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.

57. 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.

58. Defendant'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.

59. 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**

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

61. The USPTO duly issued U.S. Patent No. 7,656,845 (the "'845 patent") on February 2, 2010 after full and fair examination of Application No. 11/402,172 which was filed on April 11, 2006. The '845 patent is entitled "Channel Interference Reduction." A Certificate of Correction was issued on November 30, 2010.

62. 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.

63. 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.

64. 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.

65. 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.

66. Defendant has directly infringed the claims of the '845 patent through the end of its term by importing, selling, manufacturing, offering to sell, using, providing, supplying, or distributing the Accused Products. For instance, Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 12 of the '845 patent through the end of its term. As just one example of infringement, the Accused Products used by Defendant provide a system comprising a processor, a first transceiver configured to communicate *via* a first medium, a second transceiver configured to communicate *via* a second medium, wherein at least one of the first transceiver and the second transceiver is configured to retry transmission of a packet at a lower



rate if a prior transmission of the packet is not acknowledged, an allocation unit configured to dynamically allocate data channels to one of the first medium and the second medium based upon a desired level of service. *See* '845 Evidence of Use Chart attached hereto as **Exhibit E**.

67. 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. 7,742,388**

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

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

70. 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.

71. 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.

72. 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.

73. 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.

74. Defendant has directly infringed and continues to directly infringe the claims of the '388 patent by manufacturing, providing, supplying, using, distributing, selling, or offering to sell the Accused Products. For instance, Defendant has directly infringed and continues to directly infringe, either literally or under the doctrine of equivalents, at least claim 1 of the '388 patent. As just one example of infringement, Defendant performs a method including generating a packet with a size corresponding to a protocol used for a network transmission, wherein the packet comprises a preamble having a first training symbol and a second training symbol. The method further includes increasing the size of the packet by adding subcarriers to the second training symbol of the packet to produce an extended packet, wherein a quantity of subcarriers of the second training symbol is greater than a quantity of subcarriers of the first training symbol; and transmitting the extended packet from an antenna. *See* '388 Evidence of Use Charts attached hereto as **Exhibit F**.

75. Defendant has indirectly infringed and continues to indirectly infringe the '388 patent by inducing others to directly infringe the '388 patent. Defendant has induced and continue to induce customers and end-users, including, but not limited to, Defendant'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. 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 '388 patent, including, for example, claim 1. Such steps by Defendant has 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; or distributing instructions that guide users to use the Accused Products in an infringing manner. Defendant 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. Defendant has been aware that the normal and customary use of the Accused Products by others would infringe the '388 patent. Defendant's inducement is ongoing.

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

77. Defendant had knowledge of its infringement of the '388 patent at least as of May of 2024.

78. 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.

79. 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.

80. Defendant'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.

81. 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.

82. 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 '388 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.

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

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

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

85. 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.

86. 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.

87. 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.

88. 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.

89. Defendant has directly infringed the claims of the '053 patent by importing, selling, manufacturing, offering to sell, using, providing, supplying, or distributing the Accused Products. For instance, Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 10 of the '053 patent. As just one example of infringement, Defendant performs a method comprising a communication device storing data encoded for a plurality of different wireless protocols, the communication device including a plurality of wireless transceivers, each of which is configured to transmit data according to a corresponding one of the plurality of different wireless protocols where the communication device selects one of the plurality of different wireless protocols and encodes data of an unselected one of the plurality of different wireless protocols into the selected wireless protocol, and transmits the encoded data using the one

of the plurality of wireless transceivers corresponding to the selected wireless protocol. *See* '053 Evidence of Use Charts attached hereto as **Exhibit G**.

90. 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.

### **JURY DEMAND**

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

### **PRAYER FOR RELIEF**

92. 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. 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 '388 patent; or, in the alternative, an award of a reasonable ongoing royalty for future infringement of the Asserted Patents by such entities;
- c. Judgment that 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;
- d. Judgment that Defendant's infringements of the '153 patent and the '388 patent be

found willful, and that the Court award treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284;

- e. Pre-judgment and post-judgment interest on the damages caused by 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: December 13, 2024

Respectfully submitted,

By: /s/ James F. McDonough, III

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*Attorneys for Plaintiff FLEET CONNECT SOLUTIONS LLC*

\* Admitted to the Eastern District of Texas

**Exhibits**

- A. Evidences of Use Chart – US Patent No. 6,549,583
- B. Evidences of Use Chart – US Patent No. 6,633,616
- C. Evidence of Use Chart – US Patent No. 7,058,040
- D. Evidences of Use Chart – US Patent No. 7,260,153
- E. Evidence of Use Chart – US Patent No. 7,656,845
- F. Evidences of Use Chart – US Patent No. 7,742,388
- G. Evidence of Use Chart – US Patent No. 8,005,053

**Attachments**

- Civil Cover Sheet
- Proposed Summons (2)