

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION

INNOVATIVE GLOBAL SYSTEMS LLC,

Plaintiff,

V.

TURNPIKE GLOBAL TECHNOLOGIES  
L.L.C., CADEC GLOBAL, INC., XATA  
CORPORATION, GENERAL ELECTRIC  
CO., TRIMBLE NAVIGATION LTD. and  
NETWORKFLEET, INC.

Defendants.

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CIVIL ACTION NO. \_\_\_\_\_

## JURY TRIAL DEMANDED

## ORIGINAL COMPLAINT

Plaintiff INNOVATIVE GLOBAL SYSTEMS, LLC files its Original Complaint against Defendants TURNPIKE GLOBAL TECHNOLOGIES L.L.C., CADEC GLOBAL, INC., XATA CORPORATION, GENERAL ELECTRIC CO., TRIMBLE NAVIGATION LTD., and NETWORKFLEET, INC. alleging as follows:

## I. THE PARTIES

1. Plaintiff INNOVATIVE GLOBAL SYSTEMS, LLC (“IGS”) is a limited liability company organized and existing under the laws of the State of South Carolina, with its principal place of business in Rock Hill, South Carolina.

2. Upon information and belief, TURNPIKE GLOBAL TECHNOLOGIES L.L.C. (“Turnpike Global”) is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business located in Buffalo, New York. Turnpike Global can be served with process through its registered agent CT Corporation at 350 N. St. Paul Street, Dallas Texas 75201.

3. Upon information and belief, CADEC GLOBAL, INC. (“Cadec”) is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located in Manchester, New Hampshire. Cadec can be served with process through its registered agent Thomas P. Bassett at 645 Harvey Road, Manchester, New Hampshire 03101.

4. Upon information and belief, XATA CORPORATION (“Xata”) is a corporation organized and existing under the laws of the State of Minnesota, with its principal place of business located in Eden Prairie, Minnesota. Xata engages in business in Texas but upon information and belief does not maintain a regular place of business in Texas. Thus, pursuant to § 17.044 of the TEX. CIV. PRAC. & REM. CODE, Xata has designated the Texas Secretary of State as its agent for service of process and may be served with process by serving the Secretary of State.

5. Upon information and belief, GENERAL ELECTRIC COMPANY (“GE”) is a corporation organized and existing under the laws of the State of New York, with its principal place of business located in Fairfield, Connecticut. GE can be served with process through its registered agent CT Corporation at 350 N. St. Paul Street, Dallas, Texas 75201.

6. Upon information and belief, TRIMBLE NAVIGATION LTD., (“Trimble”) is a corporation organized and existing under the laws of the State of California, with its principal place of business located in Sunnyvale, California. Trimble can be served with process through its registered agent CT Corporation at 350 N. St. Paul Street, Dallas, Texas 75201.

7. Upon information and belief, NETWORKFLEET, INC. (“Networkfleet”) is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located in San Diego, California. Networkfleet can be served with process

through its registered agent Corporation Service Company dba CSC Lawyers Incorporating Service at 2730 Gateway Oaks Drive, Suite 100, Sacramento, California 95833.

## **II. JURISDICTION AND VENUE**

8. This is an action for infringement of United States patents. This Court has exclusive jurisdiction of such action under Title 28 U.S.C. § 1338(a).

9. Upon information and belief, Defendants each have minimum contacts with the Tyler Division of the Eastern District of Texas such that this venue is a fair and reasonable one. Defendants have each committed such purposeful acts and/or transactions in Texas that they reasonably knew and/or expected that they could be haled into a court as a future consequence of such activity. Upon information and belief Defendants have transacted and, at the time of the filing of this Complaint, are transacting business within the Tyler Division of the Eastern District of Texas. For these reasons, personal jurisdiction exists and venue is proper in this Court under 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. § 1400(b).

## **III. PATENTS-IN-SUIT**

10. On August 19, 2003, United States Patent No. 6,608,554 (“the ‘554 patent”) was duly and legally issued for an “Apparatus and Method for Data Communication Between Vehicle and Remote Data Communication Terminal.” A true and correct copy of the ‘554 patent is attached hereto as Exhibit “A” and made a part hereof.

11. On June 25, 2002, United States Patent No. 6,411,203 (“the ‘203 patent”) was duly and legally issued for an “Apparatus and Method for Data Communication Between Heavy Duty Vehicle and Remote Data Communication Terminal.” A true and correct copy of the ‘203 patent is attached hereto as Exhibit B and made a part hereof.

12. On June 1, 2004 United States Patent No. 6,744,352 (“the ‘352 patent”) was duly and legally issued for a “System, Apparatus and Methods for Data Communication Between Vehicle and Remote Data Communication Terminal, Between Portions of Vehicle and Other Portions of Vehicle, Between Two or More Vehicles, and Between Vehicle and Communications Network.” A true and correct copy of the ‘352 patent is attached hereto as Exhibit C and made a part hereof.

13. On March 21, 2006 United States Patent No. 7,015,800 (“the ‘800 patent”) was duly and legally issued for a “System, Apparatus and Methods for Data Communication Between Vehicle and Remote Data Communication Terminal, Between Portions of Vehicle and Other Portions of Vehicle, Between Two or More Vehicles, and Between Vehicle and Communications Network.” A true and correct copy of the ‘800 patent is attached hereto as Exhibit D and made a part hereof.

14. On November 11, 2008 United States Patent No. 7,449,993 (“the ‘993 patent”) was duly and legally issued for a “System, Apparatus and Methods for Data Communication Between Vehicle and Remote Data Communication Terminal, Between Portions of Vehicle and Other Portions of Vehicle, Between Two or More Vehicles, and Between Vehicle and Communications Network.” A true and correct copy of the ‘993 patent is attached hereto as Exhibit E and made a part hereof.

15. The ‘554 patent, the ‘203 patent, the ‘352 patent, the ‘800 patent, and the ‘993 patent are hereinafter referred to collectively as the “Patents-in-Suit.”

16. As it pertains to this lawsuit, the Patents-in-Suit, very generally speaking, relate to products used by and sold to vehicle fleets that permit data communication associated with a

vehicle to be transmitted between the vehicle and a remote data communication terminal so that various operating characteristics of the vehicle can be used, observed and/or monitored.

#### **IV. PATENT INFRINGEMENT**

17. IGS is the owner of the Patents-in-Suit with the exclusive right to enforce the Patents-in-Suit against infringers, and collect damages for all relevant times, including the right to prosecute this action. On January 29, 2009 IGS acquired through written assignment all right, title, and interest to the Patents-in-Suit from Vehicle Enhancement Systems, Inc. (“VES”).

18. Upon information and belief, Defendants manufacture, make, have made, use, practice, import, provide, supply, distribute, sell, and/or offer for sale products and/or systems that infringe one or more claims of the Patents-in-Suit; and/or Defendants induce and/or contribute to the infringement of one or more of the claims in the Patents-in-Suit by others.

19. Defendant TURNPIKE GLOBAL infringes one or more of the Patents-in-Suit because it manufactures, makes, has made, uses, practices, imports, provides, supplies, distributes, sells and/or offers for sale data communication devices for at least the heavy duty trucking industry that allow for wireless communication of data associated with a vehicle between the vehicle and a remote location. By way of example only, the TURNPIKE GLOBAL RouteTracker infringes one or more claims of the Patents-in-Suit. TURNPIKE GLOBAL was notified by VES of TURNPIKE GLOBAL’S infringing conduct and TURNPIKE GLOBAL has knowingly and willfully infringed one or more of the Patents-in-Suit since at least the time of such notice.

20. Defendant CADEC infringes one or more of the Patents-in-Suit because it manufactures, makes, has made, uses, practices, imports, provides, supplies, distributes, sells and/or offers for sale data communication devices for at least the heavy duty trucking industry

that allow for wireless communication of data associated with a vehicle between the vehicle and a remote location. By way of example only, the CADEC TU-100 infringes one or more claims of the Patents-in-Suit.

21. Defendant XATA infringes one or more of the Patents-in-Suit because it manufactures, makes, has made, uses, practices, imports, provides, supplies, distributes, sells and/or offers for sale data communication devices for at least the heavy duty trucking industry that allow for wireless communication of data associated with a vehicle between the vehicle and a remote location. By way of example only, at least the XATA Xatanet System used with Xata Application Module, and the Geologic MobileMax products infringe one or more claims of the Patents-in-Suit.

22. Defendant GENERAL ELECTRIC infringes one or more of the Patents-in-Suit because, through its GE Equipment Services division, it manufactures, makes, has made, uses, practices, imports, provides, supplies, distributes, sells and/or offers for sale data communication devices for at least the heavy duty trucking industry that allow for wireless communication of data associated with a vehicle between the vehicle and a remote location. By way of example only, the GENERAL ELECTRIC Terion FleetView infringes one or more claims of the Patents-in-Suit.

23. Defendant TRIMBLE infringes one or more of the Patents-in-Suit because, through its @Road division, it manufactures, makes, has made, uses, practices, imports, provides, supplies, distributes, sells and/or offers for sale data communication devices for at least the heavy duty trucking industry that allow for wireless communication of data associated with a vehicle between the vehicle and a remote location. By way of example only, the TRIMBLE GeoManger iLM infringes one or more claims of the Patents-in-Suit.

24. Defendant NETWORKFLEET infringes one or more of the Patents-in-Suit because it manufactures, makes, has made, uses, practices, imports, provides, supplies, distributes, sells and/or offers for sale data communication devices for at least the heavy duty trucking industry that allow for wireless communication of data associated with a vehicle between the vehicle and a remote location. By way of example only, the NETWORKFLEET 3500 Product Line infringes one or more claims of the Patents-in-Suit.

25. IGS and its predecessor VES have marked their products in compliance with 35 U.S.C. § 287. IGS and/or its predecessor have likewise provided notice of infringement in compliance with 35 U.S.C. § 287, prior to filing suit, to at least TURNPIKE GLOBAL.

26. IGS has been damaged as a result of Defendants' infringing conduct. Defendants are, thus, liable to IGS in an amount that adequately compensates it for their 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.

#### **V. JURY DEMAND**

IGS hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

#### **VI. PRAYER FOR RELIEF**

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

- a. Judgment that one or more claims of the Patents-in-Suit have been infringed, either literally and/or under the doctrine of equivalents, by one or more Defendants and/or by others to whose infringement Defendants have contributed and/or by others whose infringement has been induced by Defendants;
- b. Judgment that Defendants account for and pay to IGS all damages to and costs incurred by IGS because of Defendants' infringing activities and other conduct complained of herein;

- c. That such damages be trebled where allowed by law as a result of a particular Defendant's actions complained of herein;
- d. That Defendants, their officers, agents, servants and employees, and those persons in active concert and participation with any of them, be permanently enjoined from infringement of the Patents in Suit. In the alternative, if the Court finds that an injunction is not warranted, IGS requests an award of post judgment royalty to compensate for future infringement;
- e. That IGS be granted pre-judgment and post-judgment interest on the damages caused to it by reason of Defendants' infringing activities and other conduct complained of herein;
- f. That this Court declare this an exceptional case and award IGS its reasonable attorney's fees and costs in accordance with 35 U.S.C. § 285; and
- g. That IGS be granted such other and further relief as the Court may deem just and proper under the circumstances.



**Dated: April 7th, 2009**

Respectfully submitted,

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