

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

TRIPLE7VAPING.COM, LLC,

Plaintiff,

**Case No. 16-CV-80855**

vs.

SHIPPING and TRANSIT, LLC,

Defendant.

**DECLARATION OF JASON DOLLARD**

1. My name is Jason Dollard. I am an attorney duly licensed to practice law in the State of Florida in good standing. I am Of Counsel at Leslie Robert Evans & Associates, P.A. I was retained by Plaintiff in the above-styled matter. I am over eighteen year of age and have personal knowledge of the facts herein as set forth.

2. If called as a witness, I could and would testify competently to such matters.

3. On or about December 7, 2015, Plaintiffs contacted me regarding possible infringement of their patent portfolio by Defendant.

4. Prior to contacting me about a company's possible infringement of their patent portfolio, Defendant (ie. The Inventor) conducts a conclusive investigation of a company's infringement, in this case Triple7Vaping.com, LLC, through all publically available information, including but not limited to the company's website, internet searches, articles discussing their products, etc...

5. Subsequent to being contacted by Defendant, I began to research the publically available information regarding Plaintiff's systems and products, including but not limited to website, internet searches, etc...

6. Based on what the research reveals in comparison to my knowledge and understanding

of the patents, as well as the claims contained therein, I make my own determination as to whether infringement likely exists. In this matter it was no different, and after reviewing what I could find, I determined that Plaintiff likely infringed.

7. Thereafter, I began to draft a Notice Letter to Plaintiff, informing them of our contention that their systems/products infringed some of the claims contained within Plaintiffs patent portfolio. The Notice Letter also included a note regarding our efforts to comply with the Maryland Bad Faith Infringement Act, and if any additional information was required to please contact Defendant. The Notice Letter was then sent to Defendant (ie Inventor) for review, and upon approval the Letter was completed and sent to Plaintiff on January 6, 2016, and received by Plaintiff January 11, 2016. Attached as Exhibit A is a true and correct copy of the Notice Letter.

8. Prior to receipt of the Notice Letter, on January 10, 2016, Defendant's representative Edward Turnbull attempted to contact Plaintiff to open a line of communication by emailing Plaintiff's customer service email account, attaching a copy of the Notice Letter. (Turnbull Affidavit) ¶7<sup>1</sup>. Attached as Exhibit B is a true and correct copy of the January 10, 2016 email.

9. On January 11, 2016, I received a telephone call from Jason Cugle, Plaintiff's Owner, wanting to discuss the Notice Letter. Mr. Cugle stated that his shipping system was built by Noleeo Web Design ("Noleeo"). Following this conversation, undersigned contacted Defendant to inquire as to whether Noleeo was licensed. Defendant confirmed they were not.

10. On January 13, 2016, Mr. Turnbull and Mr. Cugle had a conversation in which Mr. Cugle admitted that the claims on his website regarding automated email notifications were untrue, and that his system was completely "manual". Mr. Turnbull sent a follow up email confirming this conversation. (Turnbull Affidavit) ¶8. Attached as Exhibit C is a true and correct copy of the January 13, 2016 email from Turnbull to Cugle.

---

<sup>1</sup> Defendant has filed or will file a copy of Edward Turnbull's Affidavit in Support of the Motion to Dismiss.

11. On January 14, 2016, I drafted an affidavit for Mr. Cugle to review and sign, which memorialized his assertion that Plaintiff's ordering system was manual. The Affidavit was simple and straightforward and open to comments from Mr. Cugle. Attached as Exhibit D is a true and correct copy of the January 13, 2016 email from Dollard to Cugle with attachments.

12. On January 20, 2016, an email was sent by Mr. Turnbull to Mr. Cugle trying to get status on the Affidavit previously sent. (Turnbull Affidavit) ¶10. Unfortunately, Mr. Cugle did not respond at that time. In the interim, Defendant review Plaintiffs website and discovered the claims regarding automated email notifications were still present, despite Mr. Cugle's previous statements that those claims were false. Attached as Exhibit E is a true and correct copy of the January 20, 2016 email from Turnbull to Cugle.

13. Unable to procure a response from Mr. Cugle to the affidavit, and after determining that the claims regarding automated email notifications were still present, I drafted a complaint against Plaintiff that was forwarded to Mr. Cugle by Mr. Turnbull on January 29, 2016. (Turnbull Affidavit) ¶11. Attached as Exhibit F is a true and correct copy of the January 29, 2016 email from Turnbull to Cugle with attachments.

14. The Complaint was never filed.

15. On January 29, 2016, Mr. Cugle finally responded to Mr. Turnbull's email regarding the affidavit, wherein he stated "We will get back to you on this sir. Please enjoy the day!!." Attached as Exhibit G is a true and correct copy of the January 29, 2016 email from Cugle to Turnbull.

16. On February 9, 2016, after not receiving any response from Mr. Cugle, Mr. Turnbull again tried to follow up with Mr. Cugle. That same day Mr. Cugle responded stating "I explained to you that I don't have the systems you say I do." In response Mr. Turnbull again told Mr. Cugle that Defendant would need the affidavit previously forwarded signed, and offered an alternative resolution

in the form of a CNS agreement in exchange for a lump sum payment of \$10,000.00. (Turnbull Affidavit) ¶12. Attached as Exhibit H is a true and correct copy of the email exchange on February 9, 2016 between Turbull and Cugle.

17. Following this exchange Defendant did not receive any response from Mr. Cugle or any other representative of Plaintiff.

18. Subsequently, Defendant again reviewed Plaintiff's website and found that the false and misleading statements, as admitted to by Mr. Cugle in previous conversation, regarding automated email notifications had been removed. As a result of removing these statement(s) from Plaintiff's website, Defendant determined that obtaining an affidavit or pursuing an infringement action was not warranted, and closed its file.

19. Several months after closing its file, Plaintiff filed the present lawsuit against Defendant.

20. After reviewing Plaintiff's complaint, I contacted one of Plaintiff's counsel Attorney Julie Taylor to discuss the case. I explained to Attorney Taylor that Defendant had closed its file months before because no controversy existed after Mr. Cugle admitted that his shipment status messaging system was "manual" and removed the false and misleading statement(s) regarding automated email notifications from Plaintiff's website.

21. During this initial conversation with Attorney Taylor, and with the authority of Defendant, I offered to resolve the matter by providing a Covenant Not to Sue ("CNS") in favor of Plaintiff. Attorney Taylor expressed her doubts Plaintiff accepting the CNS but stated she would present it to her client.

22. On June 13, 2016, I received an email from Attorney Taylor asking me to put Defendant's offer in writing pursuant to "California Rules". Attached as Exhibit I is a true and correct

copy of the June 13, 2016 email from Attorney Taylor to Attorney Dollard.

23. Following receipt of this email, I began to discussions with Defendant regarding the CNS. However, on June 17, 2016, prior to being able to provide a written response, I received an email from Attorney Taylor rejecting the CNS. Attached as Exhibit J is a true and correct copy of the June 17, 2016 email from Attorney Taylor to Attorney Dollard

24. On June 20, 2016, I drafted an email to Attorney Taylor regarding the scope of the CNS, attaching a signed copy to the email. Attached as Exhibit K is a true and correct copy of the June 20, 2016 email from Attorney Dollard to Attorney Taylor with attachments.

25. On June 22, 2016, I received an email from Attorney Taylor again rejecting the CNS. Attached as Exhibit L is a true and correct copy of the June 22, 2016 email from Attorney Taylor to Attorney Dollard.

FURTHER AFFIANT SAYETH NAUGHT.

I declare under penalty of perjury this the 30th day of June, 2016 that the foregoing statements are true and correct to the best of my knowledge, information and belief.

/s/Jason Dollard  
Affiant, Jason Dollard

**Leslie Robert Evans & Associates, P.A., Counselors at Law** 561.832.8288  
**214 Brazilian Avenue, Suite 200, Palm Beach, FL 33480** Fax: 561.832.5722

E.Mail: [jdollard@lrevanspa.com](mailto:jdollard@lrevanspa.com)

January 6, 2016

**FOR SETTLEMENT PURPOSES ONLY PURSUANT TO FEDERAL RULE OF EVIDENCE 408**

Sent Via FedEx  
Date Sent: 01/06/2016  
Tracking No.: 775357615666

Triple7Vaping.com. LLC  
Attn: President  
7659 Beth Noelle Court  
Pasadena, MD 21122

Re: **Shipping and Transit, LLC-U.S. Patent Number: 7,400,970**  
**File: Triple7Vaping.com, LLC**

**To Whom It May Concern:**

We represent inventor Martin Kelly Jones and Shipping and Transit, LLC<sup>1</sup>, formerly known as ArrivalStar S.A. and Melvino Technologies Limited (collectively "Shipping") in the enforcement of Shipping's United States Patent Number 6,415,207 ("the '207 patent") for licensing, and the 6,904,359 ("the '359 patent"), 6,763,299 ("the '299 patent"), 7,400,970 ("the '970 patent") for past usage and back damages (35 U.S.C. 286 of The Patent Act) of "the Shipping and Transit Patent"<sup>2</sup>.

Generally, the Shipping Patent is directed to different technologies within arrival and status messaging systems and methods for the on-line retail, retail, transportation, transportation logistics, cargo shipment, package delivery, package tracking, warehousing, logistics, mail, airline, ocean vessels, and related industries. Prior to sending this correspondence, our team at Shipping did research regarding your company and determined that patent usage existed. This correspondence will break down how each part of the patent claim was used and how the '970 Patent covered your technologies and services.

Triple7Vaping.com, LLC ("Triple7") programs, products, services, systems and methods, including, but not limited to, its ASN – "Advance Ship Notice" and "Shipping Confirmation Email" for processing shipment information associated with packages/shipments used within the claim 5 of the '207, claim 41 of the '359, claim 79 of the '299 and claim 1 of the '970 patents. I am writing with the hope of resolving this issue and to offer Triple7 a discounted "agreement" for 6,415,207 ("the '207 patent") for licensing, and the 6,904,359 ("the '359 patent"), 6,763,299 ("the '299 patent"), 7,400,970 ("the '970 patent") patents for past usage under highly favorable

<sup>1</sup> Shipping and Transit, LLC is Florida limited liability company located 711 Southwest 24th Avenue, Boynton Beach, Florida 33435.

<sup>2</sup> A copy of the '207, '359, '299 and '970 Patent(s) can be found at [www.googlepatents.com](http://www.googlepatents.com), however for convenience copies are attached hereto.

terms.<sup>3</sup>

Shipping has actively pursued settlement agreements of its arrival notification technology in the retail, transportation, transportation logistics, cargo shipment, package delivery, package tracking and other related industries since mid-2005. Since that time Shipping has licensed its technology to several hundred retail companies, many within the online retail industry like Triple7. Although some of these were granted in settlement of patent infringement actions filed by Shipping, the majority resulted from amicable business negotiations prior to any infringement action. Contained within this correspondence you will find claim(s) charts for claim 5 of the '207 patent, claim 41 of the '359 patent, claim 79 of the '299 patent and claim 1 of the '970 patent, which detail Triple7's straightforward use of these patented claims. After reviewing the claims charts along with additional information contained herein, we hope that a mutual agreement can be executed between the parties.

### **BACKGROUND**

Martin Kelly Jones, the owner of Shipping and inventor, is the inventor of the methods and systems claimed in the '970 patent, which covers a multitude of open architecture arrival and status messaging systems and methods. Generally, Mr. Jones' inventions are directed to systems and methods that enable users to receive important vehicle and/or shipment status and arrival information through the use of common communication devices, including, among others, telephones, wireless communication devices, PDAs, and PCs. By keeping users more informed about status and arrival information, Mr. Jones' inventions have significantly reduced the downtime traditionally experienced by millions of people every day waiting on the arrival of transportation, cargo and package delivery vehicles, and has increased safety along the way.

Because the Shipping technology significantly reduces waiting time and dramatically increases efficiency, it has applications within many industries.

Mr. Jones conceived his inventions in 1985 when he observed a young girl waiting at a school bus stop on a rainy, foggy Atlanta morning. From that moment, Mr. Jones undertook to develop an advanced arrival notification system that would, in addition to a myriad of other applications, notify homes of school children when their school bus was starting its route, when delays occurred and when their bus was close to their stop, thus minimizing wait time at bus stops, ensuring children's safety.

From 1986 until 1992, Mr. Jones continued to research and identify the many potential uses for his technology. In 1992, Mr. Jones formed Global Research Systems, Inc. to continue his research and development and, eventually, to commercialize his technology. In 1993, Mr. Jones filed his first patent application. Since then it has been successfully tested and deployed in several markets. In 2002, ArrivalStar, Inc., the predecessor of ArrivalStar S.A., was formed to continue to develop and commercialize the ArrivalStar technology.

---

<sup>3</sup> This Letter has been sent making every effort to comply with Maryland's Patent Abuse Prevention Act. If any additional information is required please let us know in writing.

The innovations were to help solve a problem that existed, and *not simply seek out licensing revenues*. As you may or may not know, the ArrivalStar Patent was not originally designed for licensing. In fact, the deployment technologies of the Shipping Patent originated with "BusCall"<sup>4</sup>, which notified children and parents that the school bus was in route, or of its impending arrival. This technology was implemented across four states over a two-year period, helping thousands of kids, and received high praise from news outlets such as CNN and the Wall Street Journal.

However, over time and within this area of technology, Mr. Jones began to notice the widespread infringement of his technologies. This was not only a violation of his intellectual property rights but prevented him from getting further investors because their answers were always "companies are already deploying your technology and services". He was thus left with no other way to protect his rights and more than 20 years of hard work, than seeking licensing agreements from those who infringe by sending notice letters alerting companies of their infringement and filing patent infringement lawsuits in the federal courts when necessary.

Both The U.S. Supreme Court and The Federal Circuit have recognized such an approach as necessary to curtail patent infringement and reward inventors for their innovation. Virtue v. Creamery Pkg. Mfg. Co., 227 U.S. 8, 37-38 (1913) ("Patents would be of little value if infringers of them could not be notified of the consequences of infringement, or proceeded against in the courts. Such action, considered by itself, cannot be said to be illegal."); Va. Panel Corp. v. MAC Panel Co., 133 F.3d 860, 869 (Fed. Cir. 1997) ("[A] patentee must be allowed to make its rights known to a potential infringer so that the latter can determine whether to cease its allegedly infringing activities, negotiate a license if one is offered, or decide to run the risk of liability and/or the imposition of an injunction.").

### **THE SYSTEMS AND METHODS AT ISSUE**

After careful review, Shipping has determined that Triple7's programs, products, services, systems and methods, including, but not limited to, its ASN – "Advance Ship Notice"; "Shipping Confirmation Email" and "Updates on customer order", include tracking and messaging technologies that are protected within United States '207, '359, '299 and '970 Patent owned by Shipping and Transit, LLC:

#### **856 Ship Notice/Manifest**

This is Triple7's ship notice/manifest, sometimes referred to as the Advanced Shipment Notice (ASN), or the 856 EDI document. The original term "advance ship notice" was a bit of a misnomer as it implied that the document was sent in advance of the shipment; however, this is not always a recommended or followed procedure. The ship notice/manifest is transmitted at the same time as the physical shipment and it details all of the items being shipped by product ID (UPC code or otherwise) and its corresponding carton and/or pallet.

---

<sup>4</sup> BusCall--Wait Safety on the school bus video can be seen at the following links: [www.youtube.com/watch?v=K9rFQQyvhR4](http://www.youtube.com/watch?v=K9rFQQyvhR4); <https://www.youtube.com/watch?v=KJ1mT9ZBOUJ>



- **Order Status: www.Triple7Vaping.com:**

-**"When tracking your package with USPS..."** www.triple7vaping.com

The ship notice/manifest is in use by most major companies including retailers such as Triple7, which is only one of the reasons why so many notable traditional and online retailers are already licensees of Shipping. For retailers with distribution centers, the document is received typically while the physical shipment is still in route. The ship notice gives the retailer advance warning so that they can schedule the receipt at the distribution center and also so that they are alerted to any shortages in the shipment. Once the shipment arrives, the ship notice is then a tool for automatically checking in the carton by scanning the attached UCC-128 label. This verifies the receipt of the cartons and provides information of any cartons lost in shipping. This in turn allows the company to alert the customer/user of products, which, will be, or have been, shipped to them.



- **"All Shipments include a tracking number from USPS, which is *automatically emailed to you once your package has been processed* and your tracking info will be emailed to you also be retained in your login account history"**  
www.triple7vaping.com

Message timing and activation of impending arrival messages to users can be set at the start of the route or day, or in some cases the day/s before the vehicle is to arrive. By sending impending arrival messages early, users can rearrange their schedules for meeting a delivery vehicle/driver when he arrives. This highlights that the activation may occur at the pick-up location (start of the route) and could happen day/s in advance.

**Patent 970- Claim 1:**

<p><b><u>"U.S. Patent 7,400,970 – Claim 1. A computer based notification system, comprising:</u></b></p>	<p><b>Triple7's Shipment Confirmation Email</b></p>
<p><b><u>means for enabling communication with a <u>user that is designated to receive delivery of a package;</u></u></b></p>	<p>Online users of Triple7's website / computer system elects to purchase an item. A user at the computer system elects to purchase an item and enters an email address. Upon purchase Triple7's website will be provide an "order confirmation" and more</p>

	importantly "shipment confirmation" by selecting to purchase from their website. The designated package recipient is the purchaser.
means for presenting one or more selectable options to the user,	A Triple7 user is presented with different shipping options (i.e. overnight, second day, express saver, international, etc.)
the selectable options including at least an activation option for instigating monitoring of travel data associated with a vehicle that is delivering the package to the user;	By selecting a method of shipping, a user at a computer system elects a shipping method that allows tracking.  An Triple7 user is provided a shipment tracking update link within the shipment confirmation email. The shipment confirmation email is sent by Triple7 and occurs when the item is on its way, shipped, already left inventory and not in the possession of Triple7 and on its way to the delivery address.
<u>means for requesting</u> entry by the user of a <u>package identification number</u> or package delivery number, each pertaining to delivery of the package; means for identifying the vehicle based upon the entry;	Triple7's Shipment Confirmation email comprises the "order number and link", "account number and link", "Shipment tracking number and link".
means for requesting entry by the user of contact information indicating <u>one</u> or more <i>communication media to be used in connection with a notification communication to the user</i> ;	The Triple7 user/purchaser/package recipient enters an email address. This may be changed within user account settings.
means for monitoring the travel data; and <u>means for initiating the notification</u> communication pertaining to the package via the one or more communication media, based upon the travel data."	Triple7's Shipment Confirmations are sent based on a tracking input when the package starts its route (likely pick-up, placed on conveyer belt and/or scanned out to loading dock/out of warehouse, etc.) to its destination (delivery address). The activation is based on the package tracking – scanned at or around the pick-up point.

Please note that the '970 patent states that tracking updates *can be utilized on single sensors such ...as when a package is scanned...*

Please also note that the '970 patent states that activation of impending arrival messages to users can be set...day/s before the vehicle is to arrive.

It should be noted that even a simple bar code scan can be considered tracking for purposes of the patent. Please refer to FIGS 7, 8, 9 and 10 of Patent 6,748,318 which are incorporated by referenced within the '970 patent.

These and other areas of Triple7's services infringe claims of the patents. Although an exhaustive explanation of all aspects of your company's infringement of this patent is beyond the scope of this letter, we generally direct your attention to the means plus functions claim 1 (as shown in the above claim chart) and claim 8 of the '970 patent below:

\*\*\*\*\*U.S. Patent 7,400,970 - Claim 8. "A computer based notification system, comprising:

*means for monitoring travel data associated with a plurality of mobile vehicles;*

*means for enabling communication with a user that wishes to use a service provided by a particular vehicle at a particular vehicle stop;*

*means for requesting entry of a stop identification number;*

*means for identifying the particular vehicle based upon the stop identification number;*

*means for presenting one or more selectable options to the user, the selectable options including at least an option for requesting information pertaining to the particular vehicle, the information being a vehicle type, a number of vehicle stops that will be encountered while the vehicle is en route to a stop location, or both; and*

*means for initiating a notification communication pertaining to the vehicle with the user, based upon the travel data."*

**Patent '207-Claim 5**

<p><b>"U.S. Patent 6,415,207 – Claim 5. A system for monitoring and reporting status of vehicles, comprising::</b></p>	<p>Triple7 monitors shipments from pickup locations, travel and hub locations and also delivery locations. Shipment Notifications Emails, Order Confirmation Emails and Updated tracking information on the Triple7 website monitor and report status' of vehicles picking up, transporting and delivering customer ordered products;</p>
<p><b>means for maintaining status information associated with a vehicle, said status information indicative of a current proximity of said identified vehicle;</b></p>	<p>Triple7 maintains the status of orders and more importantly, when those orders are fulfilled., shipped, in transit and delivered. Customers want and Triple7 provides updated vehicle delivery information;</p> <p>A user at a computer system elects to purchase an item. The designated package recipient is the purchaser. A user at a computer system elects to</p>

	<p>purchase an item and enters an email address. The online store website explains by purchasing they will be provided "order confirmation" and more importantly "shipment confirmation" by selecting to purchase from their website.</p>
<p>means for communicating with a remote communication device, said means for communicating including a means for receiving caller identification information automatically transmitted to said communicating means;</p>	<p>Triple7 customers setup accounts and enter email address and other contact information. When the customer enters email and account information on the Triple7 website, the website places information on the customer's computer for automatically identifying this customer, when this customer returns to the Triple7 website.</p> <p>This information that identifies the customer to the Triple7 website is known as browser cookies or tracking cookies, cookies are small, often encrypted text files, located in browser directories. They are used by Triple7 to help customer automatically log in or particularly log in and navigate their websites efficiently and perform certain functions.</p> <p>Cookies may also be created when a user's browser loads the Triple7 website. The website sends information to the browser which then creates a text file. Every time the user goes back to the Triple7 website, the browser retrieves and sends this file to the website's server. Computer Cookies are created not just by the website the user is browsing but also by other websites that run ads, widgets, or other elements on the page being loaded.</p>
<p>means for utilizing said caller identification information to automatically search for and locate a set of said status information; and</p>	<p>The Triple7 website utilizes the customer identification information to log users into their own account information. Auto-populated email fields are generated and entered into the account log in fields. After the user is automatically identified, they are (a.) automatically logged in or (b.) email addresses are automatically filled in and customers may search for and locate vehicle and shipment status information.</p> <p>Links within email confirmations and notifications provide customers with their own account information. The same and other links</p>

	provide product and shipment information.
means for automatically retrieving and transmitting said set of said status information.	Triple7's customers are automatically logged into their account and this automatic log in retrieves and transmits vehicle and shipment status information (i.e. users are not required to enter account in whole or in part, information).
7. The system of claim 5, wherein said caller identification information is an e-mail address.	<p>The user/purchaser/package recipient enters an email address.</p> <p>"At some point, a user identifier identifying the user is correlated with entry. For example, during a registration period, the user may provide his or her telephone number, which is stored in the database 72 and correlated with the entry in the database 72 associated with the vehicle 17. However, it should be noted that other types of user identifiers may be used. For example, the user identifier may be the user's name, the user's home or business address, the user's e-mail address, or other types of values that identify the user."</p>

In architecture, the system of the present invention utilizes a database, a communication interface, and a system manager. The database stores status information associated with a vehicle [shipment was picked up by vehicle] or [shipment is in route] or [shipment was delivered], and the communication interface is designed to communicate with communication devices remotely located from the system. The system manager receives a message transmitted from the vehicle and updates the status information stored in the database based on the received message [when shipments are scanned into the vehicle, this information updates the shipment records/database]. When a remote communication device establishes communication with the communication interface, the communication interface receives caller identification information automatically transmitted to the communication interface. The system manager analyzes this caller identification information and automatically retrieves status information from the database based on the caller identification information. The system manager then transmits, via the communication interface, the retrieved status information to the remote communication device.

**Patent '359-Claim 41**

"U.S. Patent 6,904,359 – Claim 41. A notification system, comprising::	Triple7 provides Shipment Notifications via Emails and Order Confirmation via Emails for informing their customers when orders are processed and when shipments have left their facility and are on their way to the customer's delivery address; these vehicles are picking up, transporting and delivering customer ordered
--	---

	products;
(a) means for permitting a user to predefine one or more events that will cause creation and communication of a notification relating to the status of a mobile vehicle in relation to a location, comprising:	Triple7 customers are set-up account information and enter delivery address/s and email contact information for permitting the Shipment Notification system to send messages associated with the delivery address/location;
(1) means for permitting the user to electronically communicate during a first communication link with the notification system from a user communications device that is remote from the notification system; and	Triple7 customers setup accounts and enter email address and other contact information on the website. When the customer (over the internet/remotely) enters email and account information on the Triple7 website, the website stores the information during this 1 <sup>st</sup> communication link / session;
(2) means for receiving during the first communication link an identification of the one or more events relating to the status of the vehicle, wherein the one or more events comprises at least one of the following: distance information specified by the user that is indicative of a distance between the vehicle and the location, location information specified by the user that is indicative of a location or region that the vehicle achieves during travel, time information specified by the user that is indicative of a time for travel of the vehicle to the location, or a number of one or more stops that the vehicle accomplishes prior to arriving at the location; and	The Triple7 website saves customer account information during the account setup (first communication link) and the Triple7 system retrieves location (customer address information) information indicative of their delivery address and sometimes this information may also be used for determining a region that the delivery vehicle will achieve during travel (from the location a package was initially shipped to, to the delivery address); and
(b) means for establishing a second communication link between the system and the user upon occurrence of the one or more events.	Triple7's customers are automatically notified of shipments in route to their delivery address (the event). This occurs when the shipment is picked up by a courier (vehicle) and during a second communication link.

“Furthermore, message timing and activation of impending arrival messages to users can be set at the start of the route or day, or in some cases the day/s before the vehicle is to arrive.”

**Patent '299-Claim 79**

**“U.S. Patent 6,763,299– Claim 79. A system, Triple7 provides Shipment Notifications via**

<p>comprising::</p>	<p>Emails and Order Confirmation via Emails for informing their customers when orders are processed and when shipments have left their facility and are on their way to the customer's delivery address; these vehicles are picking up, transporting and delivering customer ordered products;</p>
<p>means for maintaining delivery information identifying a plurality of stop locations;</p>	<p>Triple7 customers set-up accounts and enter a plurality of delivery address/s on their website. The Triple7 database stores, maintains and uses delivery information when users order and products are shipped to customer in-put delivery addresses;</p>
<p>means for monitoring travel data associated with a vehicle in relation to the delivery information;</p>	<p>Triple7 monitors shipments by vehicles picking up, in transit and delivering products to customer addresses (delivery information);</p>
<p>means for, when the vehicle approaches, is at, or leaves a stop location: determining a subsequent stop location in the delivery information;</p>	<p>Triple7 determines when a package is scanned on a courier vehicle (is at the loading dock), the subsequent delivery address of each package to different customer accounts/addresses;</p>
<p>determining user defined preferences data associated with the stop location, the user defined preferences data including a distance between the vehicle and the subsequent stop that corresponds to when the party wishes to receive the communication; and</p>	<p>Triple7's customers enter contact information to be notified when their product ships – the shipment notification informs the user their shipment was picked up by a vehicle and is on its way to the address provided; The distance is the pick-up to delivery and based on the shipment options (overnight, 2<sup>nd</sup> day, ground, etc..) the user is informed on the arrival time / date. Notifications include the delivery date within the message.</p>
<p>sending a communication to a party associated with the subsequent stop location in accordance with the user defined preferences data to notify the party of impending arrival at the subsequent stop location.</p>	<p>The shipment notification is sent to the user informing them of the pickup (first stop location) and of the delivery address subsequent stop location.</p>

The present invention generally relates to data communications and information systems and, more particularly, to advance notification systems and methods for notifying users in advance of the impending arrival of a vehicle or user, for example but not limited to, a bus, train, delivery van, plane, fishing vessel, or other vessel, or user walking or riding, to or at a particular stop.

The programs and services described above, and likely many other functionalities of Triple7's products and services are covered by claims of the aforementioned patents. Additional claims within the Patents may be added through discovery, if necessary, but we are confident that you and your attorneys will reach the same conclusion once you have analyzed the company's systems and products in view of the patents cited.

Please understand Shipping and Transit processes for determining infringement is an extensive and historically speaking an extremely accurate process. We always offer straightforward open dialog to answer any reasonable questions of the patent claims, usage and matching Triple7's technologies to Shipping and Transit's technologies. The Patents are strong in both invalidity and scope, we sincerely hope for an amicable resolve.

**SHIPPING'S PROGRAM**

As noted above, Shipping has settlement agreements with several hundred companies regarding its arrival notification technology in the online retail space, transportation, transportation logistics, cargo shipment, package delivery, package delivery notification, warehousing, mail, fleet management, asset management, and related industries, including, but not limited to, the following very small sample<sup>5</sup>:

- |                                 |                                  |
|---------------------------------|----------------------------------|
| Cosco Holding Company           | Sabre Holdings                   |
| ABF Freight System, Inc.        | Infor Global Solutions (Chicago) |
| Acsis, Inc.                     | Lynden Inc.                      |
| APL Logistics Company           | CSX Corporation                  |
| Atlantic Container Line AB      | Nistevo Corporation              |
| BNSF Railway Co.                | Northwest Airlines               |
| Evergreen Maritime              | NYK Logistics                    |
| Horizon Lines                   | OAG Worldwide, Lmtd.             |
| Yang Ming                       | Ozburn Hessey Logistics          |
| Con-Way Transportation Services | Par3 Communications              |
| Globe Express Services, Ltd.    | Pitt-Ohio Express, LLC           |
| Descartes Systems Group, Inc.   | Travelocity                      |
| Trade-Point Systems, LLC        | Supply Chain Consulting          |

Although Shipping certainly prefers to resolve these matters amicably, Shipping has, when necessary, filed lawsuits to enforce its patent rights, some of them include:

<sup>5</sup> Shipping has agreements with FedEx and UPS. However, those agreements only cover any claims or actions arising out of any product or service sold, made or licensed by FedEx or UPS respectively. The terms of those agreements do not prevent Shipping from making a claim, as we are here, that an entity utilizes the services of an unlicensed carrier. Our investigation shows that Triple7 utilizes the services of a non-licensed carrier to perform functions that infringe our clients patents including tracking elements.



Urban Outfitters	Pizza Hut
Dollar General	Panasonic
Radio Shack	Rawlings Sporting Goods
The NorthFace	Under Armour
Dunkin Donuts	GameStop
Lululemon	PetCo
Pet Smart	Gatorade
Toshiba	Spanx
Toms Shoes	The Golf Warehouse
LL Bean	Seagate
Ace Hardware	Armani
Rite Aid	Allen Edmonds Shoes
Hewlett Packard	Lacoste
Nautical	The Gap
Groupon	Nike
Sketchers	City of Raleigh
Brookstone	Coach
Estee Lauder	Gucci
Safeway	Burlington Coat Factory
Bed Bath & Beyond	Gymboree
Nordstrom	Archer-Daniels Midland
Chrysler	Nissan
Virgin America	Oakley
Best Buy	Neiman Marcus
Kohl's Department Store	Dick's Sporting Goods
Abercrombie & Fitch	Port Authority of New York & New Jersey
JetBlue	Target
Barnes & Nobles	Brooks Brothers
Wal-Mart	Macy's
U.S. Airways	Ford
AT&T	Sprint

ArrivalStar Ltd. et al. v. United Shippers Corporation of NY and Yang Ming (America) Corporation

U.S. District Court for the District of New Jersey: 2:06cv56

ArrivalStar SA et al. v. Tradepoint Systems, LLC

U.S. District Court for the District of New Hampshire: 1:06cv82

ArrivalStar Ltd. et al. v. Tradebeam, Inc. and Cleartrack Information Network, Inc.

U.S. District Court for the Northern District of Illinois: 1:06cv82

ArrivalStar SA et al. v. APL Logistics, Inc.

U.S. District Court for the Northern District of California: 4:06cv4289

ArrivalStar SA et al. v. Langham Logistics, Inc., Supply Chain Consulting U.S., LLC, Ozburn Hesse Logistics, LLC, Amtrex Trading, LLC and Fortigo, Inc.

ArrivalStar, Inc. v. Maersk Logistics USA, ABF Freight System, Inc., NYK Logistics, Inc., Conway Transportation Services, Inc.

U.S. District Court for the Southern District of Florida: 1:05cv21046

Arrival Star, Inc. v. PBB Global Logistics, Inc.

U.S. District Court for the Northern District of Illinois: 1:05cv4766

Arrival Star, Inc. v. Cosco Container Lines Americas, Inc.

U.S. District Court for the Eastern District of Virginia: 1:05cv933

ArrivalStar SA et al. v. Globe Express Services, Ltd. et al.

U.S. District Court for the Western District of North Carolina: 3:06cv77

ArrivalStar SA et al. v. Pilot Air Freight Corp.

U.S. District Court for the Northern District of Illinois: 1:06cv51

ArrivalStar SA et al. v. Pitt-Ohio Express, LLC

U.S. District Court for the Western District of Pennsylvania: 2:06cv413

ArrivalStar SA et al. v. Pilot Air Freight Corp.

U.S. District Court for the Eastern District of Pennsylvania: 2:06cv1382

ArrivalStar SA et al. v. A. Duie Pyle, Inc.

U.S. District Court for the Middle District of Pennsylvania: 1:06cv766

ArrivalStar SA et al. v. SSA Global Technologies, Inc.

U.S. District Court for the Northern District of Illinois: 1:06cv2164

ArrivalStar SA et al. v. Atomicbox, Inc.

U.S. District Court for the Northern District of Ohio: 5:06cv964

ArrivalStar SA et al. v. Catalyst International Inc.

U.S. District Court for the Eastern District of Wisconsin: 2:06cv588

ArrivalStar SA et al. v. Railinc Corp.

U.S. District Court for the Eastern District of North Carolina: 5:06cv222

ArrivalStar SA et al. v. New Penn Motor Express, Inc.

U.S. District Court for the Middle District of Pennsylvania: 1:06cv1214

ArrivalStar SA et al. v. Saia Motor Freight Line, Inc.

U.S. District Court for the Northern District of Georgia: 1:06cv1606

ArrivalStar SA et al. v. Acsis, Inc.

U.S. District Court for the District of New Jersey: 1:06cv3439

ArrivalStar SA et al. v. B E Logistics, Inc.

U.S. District Court for the Central District of California: 2:06cv4568

ArrivalStar SA et al. v. Lynden, Inc.

U.S. District Court for the Western District of Washington: 2:06cv1030

ArrivalStar SA et al. v. City of Albuquerque

U.S. District Court for the District of New Mexico: 1:07cv228

ArrivalStar SA et al. v. Dallas-Fort Worth International Airport

U.S. District Court for the Northern District of Texas: 3:07cv464

ArrivalStar SA et al. v. ShipMatrix, Inc., United Parcel Services, Inc. and FedEx Corp.

U.S. District Court for the Western District of Pennsylvania: 2:07cv415

ArrivalStar SA et al. v. UAL Corporation

U.S. District Court for the Northern District of Illinois: 1:07cv2385

ArrivalStar SA et al. v. Canadian National Railway Co., BNSF Railway Co., CSX Corporation, Inc., Siemens VDO Automotive, I2 Technologies, Inc. and Transworks, Inc.

U.S. District Court for the Northern District of Illinois: 1:08cv1086

U.S. District Court for the Southern District of Indiana: 1:08cv1689

ArrivalStar SA et al. v. Prophesy Transportation Solutions, Inc., NTE, LLC., NNR Global Logistics USA, Inc., Navitag Technologies, Inc., Flash Global Logistics, Inc., and CMA CGM, LLC.

U.S. District Court for the Northern District of Illinois: 1:09cv2346

### **SHIPPING'S PROPOSAL**

Shipping has been very successful enforcing its patent rights. We work hard to effectively communicate with you and are willing to walk you through the claims chart contained herein. Shipping proposes that the most reasonable, practical and economical course of action would be for the parties to amicably and promptly resolve all issues through a suitable settlement agreement prior to the matter proceeding further.

To that end, Shipping's proposes an upfront discounted license fee of Twenty-Five Thousand Dollars (\$25,000.00) for the licensing of 6,415,207 ("the '207 patent"), and the past usage and damages of the 6,904,359 ("the '359 patent"), 6,763,299 ("the '299 patent") and the 7,400,970 ("the '970 patent") patents. This proposed license fee, of course, is subject to early discussions and good faith communications.

As a result, please contact me, or have your attorney contact me, within thirty (30) days of receiving this correspondence. If I do not hear from you, your company's lawyer or another company representative by then I will assume that Triple7 is not interested in an amicable resolution of this matter.

We thank you in advance for your consideration of our proposal and look forward to working with you soon. Upon receipt of this correspondence please contact myself or licensing agent Edward Turnbull (778) 991-6208.

Sincerely,

A handwritten signature in black ink, appearing to be "Jason P. Dollard", written over a printed name.

Jason P. Dollard

**Jason Dollard**

---

**From:** Edward Turnbull [e\_t3@outlook.com]  
**Sent:** Sunday, January 10, 2016 12:56 PM  
**To:** info@triple7vaping.com  
**Cc:** Jason Dollard  
**Subject:** Shipping and Transit/Triple7Vaping Att. Corporate/Legal  
**Attachments:** 6 jan 2016 Notice Letter (S-T-Triple7).pdf

Please forward the attached letter to corporate/legal and have them contact me, thanks.

Edward Turnbull  
Shipping and Transit LLC  
778.991.6208

Private, Confidential and Privileged. This email and any files and attachments transmitted with it are confidential and/or privileged. They are intended solely for the use of the intended recipient. If you are not the intended recipient, please note that any review, dissemination, disclosure, alteration, printing, circulation or transmission of this email and/or any file or attachment transmitted with it, is prohibited and may be unlawful.

**Jason Dollard**

---

**From:** Edward Turnbull [e\_t3@outlook.com]  
**Sent:** Wednesday, January 13, 2016 2:27 PM  
**To:** info@triple7vaping.com; jcule@triple7vaping.com  
**Cc:** Jason Dollard  
**Subject:** Shipping and Transit/Triple7Vaping FRE 408

Cule, thanks for speaking. As discussed, I understand the entire shipment/order confirmation process is manual. Can you please confirm, as Shipping and Transit will require an affidavit on this matter.

Edward Turnbull  
Shipping and Transit LLC  
778.991.6208

Private, Confidential and Privileged. This email and any files and attachments transmitted with it are confidential and/or privileged. They are intended solely for the use of the intended recipient. If you are not the intended recipient, please note that any review, dissemination, disclosure, alteration, printing, circulation or transmission of this email and/or any file or attachment transmitted with it, is prohibited and may be unlawful.

**Jason Dollard**

---

**From:** Jason Dollard  
**Sent:** Thursday, January 14, 2016 3:15 PM  
**To:** 'Edward Turnbull'; info@triple7vaping.com; jcule@triple7vaping.com  
**Subject:** RE: Shipping and Transit/Triple7Vaping FRE 408  
**Attachments:** 14 jan 2016 Affidavit (S-T-Triple7).docx

FOR SETTLEMENT PURPOSES ONLY

Cule, thank you for you for speaking with Edward in response to our notice letter. We have discussed your claims amongst our team, and while our research indicates the opposite, we have to take them at face value. However, in order for us to resolve this matter and close our file we would require the attached affidavit be signed and return. The affidavit essentially states, as you have asserted, that your processes are done manually and not automated.

However, as time progresses and the needs of your clients change, there may come a time when Triple7Vaping, LLC may upgrade to technology that may infringe patents within my clients portfolio. Therefore, at this point we are still willing to work with you toward an amicable resolution and would ask that you consider this before rejecting the option of obtaining an upfront covenant not to sue or discounted-worldwide-license as an absolute best position.

Please contact myself or Edward Turnbull anytime to discuss further. I look forward to your response.

**Jason P. Dollard, Esq.-- Of Counsel**  
**Leslie Robert Evans & Associates, P.A.**  
214 Brazilian Avenue, Suite 200  
Palm Beach, FL 33480  
Main: 561.832.8288  
Direct: 561.659-7891  
Fax: 561.832.5722  
Email: [jdollard@LREvansPA.com](mailto:jdollard@LREvansPA.com)  
Website: [www.LREvansPA.com](http://www.LREvansPA.com)



NOTICE: This e-mail message and any attachment(s) hereto contain confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy, use or disseminate this e-mail or any attachment(s) to it. If you have received this e-mail in error, please notify us immediately by return e-mail or telephone at (561) 832-8288 and delete this message. Please note that if this e-mail contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachment(s) may not have been produced by Leslie Robert Evans & Associates, P.A. Thank you.

This email is an informal communication that is not meant to be legally binding upon the sender unless expressly noted to the contrary.

 Please consider the environment before printing this email.

---

**From:** Edward Turnbull [<mailto:et3@outlook.com>]  
**Sent:** Wednesday, January 13, 2016 2:27 PM

**To:** [info@triple7vaping.com](mailto:info@triple7vaping.com); [jcule@triple7vaping.com](mailto:jcule@triple7vaping.com)

**Cc:** Jason Dollard

**Subject:** Shipping and Transit/Triple7Vaping FRE 408

Cule, thanks for speaking. As discussed, I understand the entire shipment/order confirmation process is manual. Can you please confirm, as Shipping and Transit will require an affidavit on this matter.

Edward Turnbull  
Shipping and Transit LLC  
778.991.6208

Private, Confidential and Privileged. This email and any files and attachments transmitted with it are confidential and/or privileged. They are intended solely for the use of the intended recipient. If you are not the intended recipient, please note that any review, dissemination, disclosure, alteration, printing, circulation or transmission of this email and/or any file or attachment transmitted with it, is prohibited and may be unlawful.



---

SHIPPING & TRANSIT, LLC.,

v.

TRIPLE7VAPING.COM, LLC

---

**AFFIDAVIT OF CEO OF TRIPLE7VAPING.COM, LLC**

STATE/PROVINCE OF: \_\_\_\_\_

ss:

COUNRTY OF: \_\_\_\_\_

That on this \_\_\_\_ day of January, 2016, personally came and appeared before me \_\_\_\_\_, CEO of TRIPLE7VAPING.COM, LLC ("TRIPLE7"), known, and known to me, who after being first duly sworn, deposes and says:

1. My name is \_\_\_\_\_.
2. I am over the age of 18 and a resident of the State/Province of \_\_\_\_\_.
3. I have personal knowledge of all the statements made herein.
4. I am the CEO of TRIPLE7, the company named above and claimed to be infringing patents owned by Martin Kelly Jones, Shipping & Transit, LLC in the notice letter dated January 6, 2016.
5. I have never been convicted of any crimes involving dishonesty. Nor have I ever been charged with any allegations of dishonesty.
6. TRIPLE7 is a corporation existing and organized under the laws of the State/Province of Massachusetts with a principal place of business located at 7659 Beth Noelle Court, Pasadena, MD 21122.
7. TRIPLE7 has never purchased and does not own or posses a product/system that tracks, traces, locates and/or monitors the location of cargo, packages, people, vessels, planes, trains, buses and/or vehicles being transported via air, land, railroad and/or sea and furthermore, does not own, possess or use any product/system that provides TRIPLE7

with the ability to provide messaging to customers or others regarding the status and/or location of cargo, packages, people, vessels, planes, trains, buses and/or vehicles.

8. TRIPLE7 does not own, possess or use any tracking systems, monitoring systems, tracing systems and/or messaging systems which have to do with the location, movement, lack of movement, and or status of cargo/packages/people/vehicles/vessels/trains/planes/buses/etc. All such tracking, monitoring, tracing and messaging are handled manually by TRIPLE7 employees.
9. In the last six years, no company has provided TRIPLE7 with any tracking systems, monitoring systems, tracing systems and/or messaging systems which have to do with the location, movement, lack of movement, and/or status of cargo/packages/people/vehicles/vessels/trains/planes/buses/etc.
10. TRIPLE7 currently has no, and has not for the last six years purchased, possessed or created any proprietary software or technology of its own which provides any tracking systems, monitoring systems, tracing systems and/or messaging systems which have to do with the location, movement, lack of movement, and, or status of cargo, shipments, packages, people, vehicles, vessels, trains, planes, buses, etc.
11. In the last six years TRIPLE7 has not had, nor currently does it have, any means of messaging about the location and/or status of any cargo/package/person/vehicle apart from its employees manual actions. For example, when a cargo/package/widget is shipped, whether a shipment is on its way, delivered, any shipment notification of any kind, status message(s) of any kind whatsoever, including, but not limited to, updating an entity or person as to when a cargo/package/widget/vehicle/plane/train/bus/vessel has moved, been shipped, has not been shipped, has not been moved, its estimated to arrive, delay or exception messages of any kind and/or any statement about a package/cargo/widget/person/vehicle/plane/train/bus/etc. on its way (or at a standstill for example) from the time it was scanned, planned to move, shipped, and/or loaded until delivery or any point in between. All such shipment notification and status messages are generated manually by TRIPLE7 employees.
12. I understand that by signing below that I am subjecting myself to perjury in the event any of the above statements are incorrect.

[Signature Page to follow on the next page]

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
NAME OF CEO  
CEO of TRIPLE7VAPING.COM, LLC

SUBSCRIBED TO AND SWORN TO before me this \_\_\_\_\_ day of January, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Jason Dollard**

---

**From:** Edward Turnbull [e\_t3@outlook.com]  
**Sent:** Wednesday, January 20, 2016 8:07 PM  
**To:** Jason Dollard; info@triple7vaping.com  
**Subject:** Re: Shipping and Transit/Triple7Vaping FRE 408

Cule, can Shipping get at status on this, thanks.

Edward Turnbull  
Shipping and Transit LLC  
778.991.6208

Private, Confidential and Privileged. This email and any files and attachments transmitted with it are confidential and/or privileged. They are intended solely for the use of the intended recipient. If you are not the intended recipient, please note that any review, dissemination, disclosure, alteration, printing, circulation or transmission of this email and/or any file or attachment transmitted with it, is prohibited and may be unlawful.

---

**From:** Jason Dollard <[JDollard@lrevanspa.com](mailto:JDollard@lrevanspa.com)>  
**Sent:** Thursday, January 14, 2016 12:14 PM  
**To:** Edward Turnbull; [info@triple7vaping.com](mailto:info@triple7vaping.com); [jcule@triple7vaping.com](mailto:jcule@triple7vaping.com)  
**Subject:** RE: Shipping and Transit/Triple7Vaping FRE 408

FOR SETTLEMENT PURPOSES ONLY

Cule, thank you for you for speaking with Edward in response to our notice letter. We have discussed your claims amongst our team, and while our research indicates the opposite, we have to take them at face value. However, in order for us to resolve this matter and close our file we would require the attached affidavit be signed and return. The affidavit essentially states, as you have asserted, that your processes are done manually and not automated.

However, as time progresses and the needs of your clients change, there may come a time when Triple7Vaping, LLC may upgrade to technology that may infringe patents within my clients portfolio. Therefore, at this point we are still willing to work with you toward an amicable resolution and would ask that you consider this before rejecting the option of obtaining an upfront covenant not to sue or discounted-worldwide-license as an absolute best position.

Please contact myself or Edward Turnbull anytime to discuss further. I look forward to your response.

**Jason P. Dollard, Esq.-- Of Counsel**  
**Leslie Robert Evans & Associates, P.A.**

214 Brazilian Avenue, Suite 200

Palm Beach, FL 33480

Main: 561.832.8288

Direct: 561.659-7891

Fax: 561.832.5722

Email: [jdollard@LREvansPA.com](mailto:jdollard@LREvansPA.com)

Website: [www.LREvansPA.com](http://www.LREvansPA.com)



NOTICE: This e-mail message and any attachment(s) hereto contain confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy, use or disseminate this e-mail or any attachment(s) to it. If you have received this e-mail in error, please notify us immediately by return e-mail or telephone at (561) 832-8288 and delete this message. Please note that if this e-mail contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachment(s) may not have been produced by Leslie Robert Evans & Associates, P.A. Thank you.

This email is an informal communication that is not meant to be legally binding upon the sender unless expressly noted to the contrary.

 Please consider the environment before printing this email.

---

**From:** Edward Turnbull [<mailto:et3@outlook.com>]  
**Sent:** Wednesday, January 13, 2016 2:27 PM  
**To:** [info@triple7vaping.com](mailto:info@triple7vaping.com); [jcule@triple7vaping.com](mailto:jcule@triple7vaping.com)  
**Cc:** Jason Dollard  
**Subject:** Shipping and Transit/Triple7Vaping FRE 408

Cule, thanks for speaking. As discussed, I understand the entire shipment/order confirmation process is manual. Can you please confirm, as Shipping and Transit will require an affidavit on this matter.

Edward Turnbull  
Shipping and Transit LLC  
778.991.6208

**Private, Confidential and Privileged. This email and any files and attachments transmitted with it are confidential and/or privileged. They are intended solely for the use of the intended recipient. If you are not the intended recipient, please note that any review, dissemination, disclosure, alteration, printing, circulation or transmission of this email and/or any file or attachment transmitted with it, is prohibited and may be unlawful.**

**Jason Dollard**

---

**From:** Edward Turnbull [e\_t3@outlook.com]  
**Sent:** Friday, January 29, 2016 10:18 AM  
**To:** info@triple7vaping.com  
**Cc:** Jason Dollard  
**Subject:** Shipping and Transit/Triple7Vaping Att. Cule FRE 408  
**Attachments:** 29 jan 2016 Complaint (S-T-Triple7).docx

Cule, please see the attached complaint. I'm available to discuss, thanks.

Edward Turnbull  
Shipping and Transit LLC  
778.991.6208

Private, Confidential and Privileged. This email and any files and attachments transmitted with it are confidential and/or privileged. They are intended solely for the use of the intended recipient. If you are not the intended recipient, please note that any review, dissemination, disclosure, alteration, printing, circulation or transmission of this email and/or any file or attachment transmitted with it, is prohibited and may be unlawful.

---

**From:** Edward Turnbull <e\_t3@outlook.com>  
**Sent:** Wednesday, January 20, 2016 5:06 PM  
**To:** Jason Dollard; info@triple7vaping.com  
**Subject:** Re: Shipping and Transit/Triple7Vaping FRE 408

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

SHIPPING and TRANSIT, LLC,

Plaintiff,

Case No. \_\_\_\_\_

vs.

**DEMAND FOR JURY TRIAL**

TRIPLE7VAPING.COM, LLC,

Defendant.

\_\_\_\_\_ /

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff, Shipping and Transit, LLC, by and through its undersigned counsel, hereby sues Defendant, TRIPLE7VAPING.COM, LLC (“TRIPLE7”), and in support, alleges as follows:

**NATURE OF THE LAWSUIT**

1. This is an action for patent infringement of United States Patent Numbers: 6,415,207, 6,904,359, 6,763,299, 7,400,970 arising under the patent laws of the United States, Title 35 of the United States Code.

**JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331; 28 U.S.C. § 1338; and 35 U.S.C. § 271.

3. This Court has personal jurisdiction over TRIPLE7 pursuant to, *inter alia*, Florida’s long-arm statute, § 48.193, in that TRIPLE7: (a) operates, conducts, engages in, and/or carries on a business or business adventure(s) in Florida and/or has an office or agency in Florida; (b) has committed one or more tortuous acts within Florida; (c) was and/or is engaged in substantial and not isolated activity within Florida; and/or (d) has purposely availed itself of



Florida's laws, services and/or other benefits and therefore should reasonably anticipate being hailed into one or more of the courts within the State of Florida.

4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 and 28 U.S.C. § 1400.

**THE PLAINTIFF**

5. Plaintiff, Shipping and Transit, LLC, is a Florida Limited Liability Company with a principal place of business located in Boynton Beach, Florida.

**THE DEFENDANT**

6. Defendant, TRIPLE7, is a Maryland Corporation with a principal place of business in Pasadena, Maryland. Upon information and belief, TRIPLE7 transacts business in Florida and within this Judicial District through use of its electronic tracking, text, email and other messaging to customers within this State and Judicial District, and has, at a minimum, offered to provide and/or has provided to customers within this Judicial District and throughout the State of Florida services and/or products that infringe claims of the 6,415,207, 6,904,359, 6,763,299, 7,400,970 patents.

**THE PLAINTIFF'S PATENTS**

7. Plaintiff owns all rights, titles and interests in, and/or has standing to sue for infringement of United States Patent Number 6,415,207 (the "207 patent"), entitled "System and Method for Automatically providing vehicle status information", issued July 2, 2002. A copy of the '970 patent is attached hereto as Exhibit 1.

8. Plaintiff owns all rights, titles and interests in, and/or has standing to sue for infringement of United States Patent Number 6,904,359 ("the '359 patent"), entitled "Notification System and Methods with User-Defineable Notifications Based Upon Occurrence of Events", issued June 7, 2005. A copy of the '359 patent is attached hereto as Exhibit 2.

9. The '359 patent referenced in Paragraph 8 above was the subject of an Inter Partes Reexamination at the United States Patent and Trademark Office. A Reexamination Certificate was issued on May 25, 2010 and is attached hereto as Exhibit 3.

10. Plaintiff owns all rights, titles and interests in, and/or has standing to sue for infringement of United States Patent Number 6,763,299 (the "299 patent"), entitled "Notification systems and methods with notification based upon prior stop locations", issued July 12, 2004. A copy of the '299 patent is attached hereto as Exhibit 4.

11. Plaintiff owns all rights, titles and interests in, and/or has standing to sue for infringement of United States Patent Number 7,400,970 ("the '970 patent"), entitled "System and Method for an Advance Notification System for Monitoring and Reporting Proximity of a Vehicle", issued July 15, 2008. A copy of the '970 patent is attached hereto as Exhibit 5.

**COUNT I**  
**DIRECT PATENT INFRINGEMENT**

12. Plaintiff hereby incorporates Paragraphs 1 through 11 set forth above as if fully set forth herein.

13. Pursuant to 35 U.S.C. § 271(a), TRIPLE7 has directly infringed claims of the 6,415,207, 6,904,359, 6,763,299, 7,400,970 patents through, among other activities, products, programs, applications, functions, systems and methods, the use of tracking and notification technologies within its "ADVANCE SHIP NOTICE" "SHIPPING CONFIRMATION EMAIL" ("*All Shipments include a tracking number from USPS, which is automatically emailed to you once your package has been processed and your tracking info will be emailed to you also be retained in your login account history*" [www.triple7vaping.com](http://www.triple7vaping.com)) SERVICES that are protected within the 6,415,207, 6,904,359, 6,763,299, 7,400,970 patents, as every claim limitation, or its equivalent, is found in these functions, applications, solutions, devices, programs, products, services, methods and/or systems.

14. Specifically, Defendant's ship notice/manifest, sometimes referred to as the Advanced Shipment Notice (ASN), or the 856 EDI document, is generated when a user at a computer system elects to purchase an item via Defendant's website and enters an email address as part of the purchase process. Defendant explains by purchasing they will be provided "order confirmation" and more importantly "shipment confirmation" by selecting to purchase from their website. When a user selects a method of shipping when purchasing an item from Defendant's website, a user necessarily is required to elect a shipping method that allows tracking. Once this election is made, and as the order is processed, shipment confirmations are sent based on a tracking input when the package starts its route (likely pick-up, placed on conveyer belt and/or scanned out to loading dock/out of warehouse, etc.) to its destination (delivery address).

15. TRIPLE7'S direct infringement has injured and will continue to injure Plaintiff unless and until a monetary judgment is entered in favor of Plaintiff and/or the Court enters an injunction prohibiting further infringement and, specifically, enjoining further use of methods and systems that come within the scope of the 6,415,207, 6,904,359, 6,763,299, 7,400,970 patents.

#### **REQUEST FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment against TRIPLE7 and its subsidiaries, affiliates, agents, servants, employees and all persons in active concert or participation with TRIPLE7, granting the following relief:

A. An award of damages against TRIPLE7 adequate to compensate Plaintiff for the infringement that has occurred with respect to TRIPLE7, together with prejudgment interest from the date that TRIPLE7'S infringement of the patents at issue began;

B. Increased damages as permitted pursuant to 35 U.S.C. § 284;

C. A finding that this case is exceptional and award to Plaintiff its attorney's fees and costs as provided by 35 U.S.C. § 285; and,

D. All other relief as the Court or a jury may deem proper and just in this instance.

**COUNT II**  
**INDIRECT PATENT INFRINGEMENT**

16. Plaintiff hereby incorporates Paragraphs 1 through 11 set forth above as if fully set forth herein.

17. Pursuant to 35 U.S.C. §§ 271(b) and (c), TRIPLE7 has indirectly infringed claims of the 6,415,207, 6,904,359, 6,763,299, 7,400,970 patents through, among other activities, products, programs, applications, functions, systems and methods, the use of tracking and notification technologies within its "ADVANCE SHIP NOTICE" "SHIPPING CONFIRMATION EMAIL" ("*All Shipments include a tracking number* from USPS, which is *automatically emailed to you once your package has been processed* and your tracking info will be emailed to you also be retained in your login account history" www.triple7vaping.com) services that are protected within the 6,415,207, 6,904,359, 6,763,299, 7,400,970 patents, as TRIPLE7 actively and intentionally induced infringement with knowledge that the induced acts constituted infringement, or acted with willful blindness; and/or contributed to infringement by one or more third parties as TRIPLE7 had knowledge, rather than intent, that its activity caused such infringement.

18. Specifically, Defendant's ship notice/manifest, sometimes referred to as the Advanced Shipment Notice (ASN), or the 856 EDI document, is generated when a user at a computer system elects to purchase an item via Defendant's website and enters an email address as part of the purchase process. Defendant explains by purchasing they will be provided "order confirmation" and more importantly "shipment confirmation" by selecting to purchase from their website. When a user selects a method of shipping when purchasing an item from Defendant's

website, a user necessarily is required to elect a shipping method that allows tracking. Once this election is made, and as the order is processed, shipment confirmations are sent based on a tracking input when the package starts its route (likely pick-up, placed on conveyer belt and/or scanned out to loading dock/out of warehouse, etc.) to its destination (delivery address).

19. TRIPLE7'S contributory infringement and/or inducement to infringe has injured and will continue to injure Plaintiff unless and until a monetary judgment is entered in favor of Plaintiff and/or the Court enters an injunction prohibiting further infringement and, specifically, enjoining further use of methods and systems that come within the scope of the 6,415,207, 6,904,359, 6,763,299, 7,400,970 patents.

**REQUEST FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment against TRIPLE7 and its subsidiaries, affiliates, agents, servants, employees and all persons in active concert or participation with TRIPLE7, granting the following relief:

- A. An award of damages against TRIPLE7 adequate to compensate Plaintiff for the infringement that has occurred with respect to TRIPLE7, together with prejudgment interest from the date that TRIPLE7'S infringement of the patents at issue began;
- B. Increased damages as permitted pursuant to 35 U.S.C. § 284;
- C. A finding that this case is exceptional and award to Plaintiff its attorney's fees and costs as provided by 35 U.S.C. § 285;
- D. A permanent injunction against TRIPLE7 prohibiting further infringement of the patents at issue; and,
- E. All other relief as the Court or a jury may deem proper and just in this instance.

**JURY DEMAND**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: January , 2016.

Respectfully submitted,

/s/ Jason P. Dollard  
Jason P. Dollard, Esquire  
Florida Bar Number: 0649821  
Leslie Robert Evans & Associates  
214 Brazilian Avenue, Suite 200  
Palm Beach, Florida 33480  
Telephone: (561) 832-8288  
Facsimile: (561) 832-5722  
Email: jdollard@lrevanspa.com;  
jdollard@jpdesq.com  
**Counsel for Plaintiff**

**Jason Dollard**

---

**From:** Edward Turnbull [e\_t3@outlook.com]  
**Sent:** Tuesday, February 09, 2016 11:44 AM  
**To:** Jason W. Cugle  
**Cc:** Jason Dollard  
**Subject:** Re: Shipping and Transit/Triple7Vaping Att. Cule FRE 408

Jason, how are we looking on this? Thanks.

Edward Turnbull  
Shipping and Transit LLC  
778.991.6208

Private, Confidential and Privileged. This email and any files and attachments transmitted with it are confidential and/or privileged. They are intended solely for the use of the intended recipient. If you are not the intended recipient, please note that any review, dissemination, disclosure, alteration, printing, circulation or transmission of this email and/or any file or attachment transmitted with it, is prohibited and may be unlawful.

---

**From:** Jason W. Cugle <info@triple7vaping.com>  
**Sent:** Friday, January 29, 2016 1:06 PM  
**To:** Edward Turnbull  
**Subject:** Re: Shipping and Transit/Triple7Vaping Att. Cule FRE 408

Hello,

We will get back to you on this sir.

Please Enjoy the Day !!

Jason W. Cugle ~Curator of Imagination

triple7vaping.com 1-877-277-8906

P.O Box # 3 Pasadena, MD 21122

On Jan 29, 2016 10:18 AM, Edward Turnbull <e\_t3@outlook.com> wrote:

Cule, please see the attached complaint. I'm available to discuss, thanks.

Edward Turnbull

Shipping and Transit LLC

778.991.6208

Private, Confidential and Privileged. This email and any files and attachments transmitted with it are confidential and/or privileged. They are intended solely for the use of the intended recipient. If you are not the intended recipient, please note that any review, dissemination, disclosure, alteration, printing, circulation or transmission of this email and/or any file or attachment transmitted with it, is prohibited and may be unlawful.

---

**From:** Edward Turnbull <e\_t3@outlook.com>  
**Sent:** Wednesday, January 20, 2016 5:06 PM  
**To:** Jason Dollard; info@triple7vaping.com  
**Subject:** Re: Shipping and Transit/Triple7Vaping FRE 408

Cule, can Shipping get at status on this, thanks.



Edward Turnbull  
Shipping and Transit LLC  
778.991.6208

Private, Confidential and Privileged. This email and any files and attachments transmitted with it are confidential and/or privileged. They are intended solely for the use of the intended recipient. If you are not the intended recipient, please note that any review, dissemination, disclosure, alteration, printing, circulation or transmission of this email and/or any file or attachment transmitted with it, is prohibited and may be unlawful.

---

**From:** Jason Dollard <JDollard@lrevanspa.com>  
**Sent:** Thursday, January 14, 2016 12:14 PM  
**To:** Edward Turnbull; info@triple7vaping.com; jcule@triple7vaping.com  
**Subject:** RE: Shipping and Transit/Triple7Vaping FRE 408

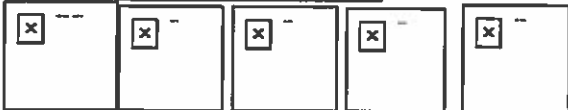
FOR SETTLEMENT PURPOSES ONLY

Cule, thank you for you for speaking with Edward in response to our notice letter. We have discussed your claims amongst our team, and while our research indicates the opposite, we have to take them at face value. However, in order for us to resolve this matter and close our file we would require the attached affidavit be signed and return. The affidavit essentially states, as you have asserted, that your processes are done manually and not automated.

However, as time progresses and the needs of your clients change, there may come a time when Triple7Vaping, LLC may upgrade to technology that may infringe patents within my clients portfolio. Therefore, at this point we are still willing to work with you toward an amicable resolution and would ask that you consider this before

Please contact myself or Edward Turnbull anytime to discuss further. I look forward to your response.

**Jason P. Dollard, Esq.-- Of Counsel**  
**Leslie Robert Evans & Associates, P.A.**  
214 Brazilian Avenue, Suite 200  
Palm Beach, FL 33480  
Main: 561.832.8288  
Direct: 561.659-7891  
Fax: 561.832.5722  
Email: [jdollard@LREvansPA.com](mailto:jdollard@LREvansPA.com)  
Website: [www.LREvansPA.com](http://www.LREvansPA.com)



NOTICE: This e-mail message and any attachment(s) hereto contain confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy, use or disseminate this e-mail or any attachment(s) to it. If you have received this e-mail in error, please notify us immediately by return e-mail or telephone at (561) 832-8288 and delete this message. Please note that if this e-mail contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachment(s) may not have been produced by Leslie Robert Evans & Associates, P.A. Thank you.  
This email is an informal communication that is not meant to be legally binding upon the sender unless expressly noted to the contrary.

 Please consider the environment before printing this email.

---

**From:** Edward Turnbull [[mailto:e\\_t3@outlook.com](mailto:e_t3@outlook.com)]  
**Sent:** Wednesday, January 13, 2016 2:27 PM  
**To:** [info@triple7vaping.com](mailto:info@triple7vaping.com); [jcule@triple7vaping.com](mailto:jcule@triple7vaping.com)  
**Cc:** Jason Dollard  
**Subject:** Shipping and Transit/Triple7Vaping FRE 408

Cule, thanks for speaking. As discussed, I understand the entire shipment/order confirmation process is manual. Can you please confirm, as Shipping and Transit will require an affidavit on this matter.

Edward Turnbull  
Shipping and Transit LLC  
778.991.6208

**Private, Confidential and Privileged. This email and any files and attachments transmitted with it are confidential and/or privileged. They are intended solely for the use of the intended recipient. If you are not the intended recipient, please note that any review, dissemination, disclosure, alteration, printing, circulation or transmission of this email and/or any file or attachment transmitted with it, is prohibited and may be unlawful.**

**Jason Dollard**

---

**From:** Edward Turnbull [e\_t3@outlook.com]  
**Sent:** Tuesday, February 09, 2016 7:00 PM  
**To:** Jason W. Cugle  
**Cc:** Jason Dollard  
**Subject:** Re: Shipping and Transit/Triple7Vaping Att. Cule FRE 408

If that's the case we need you to sign the affidavit Jason sent. Alternatively Shipping and Transit can offer a CNS agreement for \$10,000 firm. The offer is open until Friday, please advise. Thanks.

Edward Turnbull  
Shipping and Transit LLC  
778.991.6208

Private, Confidential and Privileged. This email and any files and attachments transmitted with it are confidential and/or privileged. They are intended solely for the use of the intended recipient. If you are not the intended recipient, please note that any review, dissemination, disclosure, alteration, printing, circulation or transmission of this email and/or any file or attachment transmitted with it, is prohibited and may be unlawful.

---

**From:** Jason W. Cugle <info@triple7vaping.com>  
**Sent:** Tuesday, February 9, 2016 3:57 PM  
**To:** Edward Turnbull  
**Subject:** Re: Shipping and Transit/Triple7Vaping Att. Cule FRE 408

Edward,

I explained to you that I don't have the systems you say I do.

Thank you sir, Please Enjoy the Day.

Jason W. Cugle ~Curator of Imagination  
triple7vaping.com 1-877-277-8906

On Feb 9, 2016 11:44 AM, Edward Turnbull <e\_t3@outlook.com> wrote:

>  
> Jason, how are we looking on this? Thanks.

>  
>  
>  
>  
> Edward Turnbull  
> Shipping and Transit LLC  
> 778.991.6208

>  
>  
>  
>  
>  
>  
>  
>  
>  
>  
>  
>  
>  
>  
>  
>  
>  
>  
> Private, Confidential and Privileged. This email and any files and  
> attachments transmitted with it are confidential and/or privileged.  
> They are intended solely for the use of the intended recipient. If you  
> are not the intended recipient, please note that any review,  
> dissemination, disclosure, alteration, printing, circulation or  
> transmission of this email and/or any file or attachment transmitted  
> with it, is prohibited and may be unlawful.

>  
>  
>  
>  
>  
>  
>  
>  
> \_\_\_\_\_  
> From: Jason W. Cugle <info@triple7vaping.com>  
> Sent: Friday, January 29, 2016 1:06 PM  
> To: Edward Turnbull  
> Subject: Re: Shipping and Transit/Triple7Vaping Att. Cule FRE 408

>  
>  
> Hello,  
>  
> We will get back to you on this sir.  
>  
> Please Enjoy the Day !!

>  
> Jason W. Cugle ~Curator of Imagination  
> triple7vaping.com 1-877-277-8906  
> P.O Box # 3 Pasadena, MD 21122

> On Jan 29, 2016 10:18 AM, Edward Turnbull <e\_t3@outlook.com> wrote:

>>

>> Cule, please see the attached complaint. I'm available to discuss, thanks.

>>

>>

>>

>>

>> Edward Turnbull

>> Shipping and Transit LLC

>> 778.991.6208

>>

>>

>>

>>

>>

>>

>>

>>

>>

>>

>>

>>

>>

>>

>>

>>

>> Private, Confidential and Privileged. This email and any files and  
>> attachments transmitted with it are confidential and/or privileged.  
>> They are intended solely for the use of the intended recipient. If  
>> you are not the intended recipient, please note that any review,  
>> dissemination, disclosure, alteration, printing, circulation or  
>> transmission of this email and/or any file or attachment transmitted  
>> with it, is prohibited and may be unlawful.

>>

>>

>>

>>

>>

>>

>>

>> From: Edward Turnbull <e\_t3@outlook.com>

>> Sent: Wednesday, January 20, 2016 5:06 PM

>> To: Jason Dollard; info@triple7vaping.com

>> Subject: Re: Shipping and Transit/Triple7Vaping FRE 408

>>

>>

>> Cule, can Shipping get at status on this, thanks.

>>

>>

>>

>>

>> Edward Turnbull

>> Shipping and Transit LLC

>> 778.991.6208

>>

>>

>>

>>

>>

>>

>>  
>>  
>>  
>>  
>>  
>>  
>>  
>>  
>>  
>> Private, Confidential and Privileged. This email and any files and  
>> attachments transmitted with it are confidential and/or privileged.  
>> They are intended solely for the use of the intended recipient. If  
>> you are not the intended recipient, please note that any review,  
>> dissemination, disclosure, alteration, printing, circulation or  
>> transmission of this email and/or any file or attachment transmitted  
>> with it, is prohibited and may be unlawful.

>>  
>>  
>>  
>>  
>>  
>>  
>>  
>> \_\_\_\_\_  
>> From: Jason Dollard <JDollard@lrevanspa.com>  
>> Sent: Thursday, January 14, 2016 12:14 PM  
>> To: Edward Turnbull; info@triple7vaping.com; jcule@triple7vaping.com  
>> Subject: RE: Shipping and Transit/Triple7Vaping FRE 408

>>  
>>  
>> FOR SETTLEMENT PURPOSES ONLY  
>>  
>>  
>>

>> Cule, thank you for you for speaking with Edward in response to our notice letter. We have discussed your claims amongst our team, and while our research indicates the opposite, we have to take them at face value. However, in order for us to resolve this matter and close our file we would require the attached affidavit be signed and return. The affidavit essentially states, as you have asserted, that your processes are done manually and not automated.

>>  
>>  
>>  
>> However, as time progresses and the needs of your clients change, there may come a time when Triple7Vaping, LLC may upgrade to technology that may infringe patents within my clients portfolio. Therefore, at this point we are still willing to work with you toward an amicable resolution and would ask that you consider this before rejecting the option of obtaining an upfront covenant not to sue or discounted-worldwide-license as an absolute best position.

>>  
>>  
>>  
>> Please contact myself or Edward Turnbull anytime to discuss further. I look forward to your response.

>>  
>>  
>>  
>> Jason P. Dollard, Esq.-- Of Counsel  
>>  
>> Leslie Robert Evans & Associates, P.A.

>>  
>> 214 Brazilian Avenue, Suite 200  
>>  
>> Palm Beach, FL 33480  
>>  
>> Main: 561.832.8288  
>> Direct: 561.659-7891  
>>  
>> Fax: 561.832.5722  
>>  
>> Email: [jdollard@LREvansPA.com](mailto:jdollard@LREvansPA.com)  
>>  
>> Website: [www.LREvansPA.com](http://www.LREvansPA.com)  
>>  
>>  
>>  
>>  
>>

>> NOTICE: This e-mail message and any attachment(s) hereto contain confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy, use or disseminate this e-mail or any attachment(s) to it. If you have received this e-mail in error, please notify us immediately by return e-mail or telephone at (561) 832-8288 and delete this message. Please note that if this e-mail contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachment(s) may not have been produced by Leslie Robert Evans & Associates, P.A. Thank you.

>>  
>> This email is an informal communication that is not meant to be legally binding upon the sender unless expressly noted to the contrary.

>>  
>> P Please consider the environment before printing this email.

>>  
>>  
>>  
>> From: Edward Turnbull [[mailto:e\\_t3@outlook.com](mailto:e_t3@outlook.com)]  
>> Sent: Wednesday, January 13, 2016 2:27 PM  
>> To: [info@triple7vaping.com](mailto:info@triple7vaping.com); [jcule@triple7vaping.com](mailto:jcule@triple7vaping.com)  
>> Cc: Jason Dollard  
>> Subject: Shipping and Transit/Triple7Vaping FRE 408

>>  
>>  
>>  
>> Cule, thanks for speaking. As discussed, I understand the entire shipment/order confirmation process is manual. Can you please confirm, as Shipping and Transit will require an affidavit on this matter.

>>  
>>  
>>  
>>  
>>  
>>  
>>  
>> Edward Turnbull  
>>  
>> Shipping and Transit LLC  
>> 778.991.6208  
>>





**Jason Dollard**

---

**From:** Julie Turner [turner@turnerboyd.com]  
**Sent:** Monday, June 13, 2016 7:02 PM  
**To:** Jason Dollard  
**Subject:** Triple7Vaping.com matter

Hi Jason,

Pursuant to our call today, would you kindly provide me with a written settlement offer? California rules require that written offers be communicated to the client.

Best regards,  
Julie

TURNER BOYD LLP  
702 Marshall Street  
Suite 640  
Redwood City, CA 94063  
E: [turner@turnerboyd.com](mailto:turner@turnerboyd.com) | P: (650) 521-5933 | F: (650) 521-5931

**Jason Dollard**

---

**From:** Julie Turner [turner@turnerboyd.com]  
**Sent:** Friday, June 17, 2016 1:36 PM  
**To:** Jason Dollard  
**Subject:** Offer to Triple7Vaping.com

Dear Jason,

We have conveyed your offer of a covenant not to sue for past conduct to our client, and they have declined.

Best regards,  
Julie

TURNER BOYD LLP  
702 Marshall Street  
Suite 640  
Redwood City, CA 94063  
E: [turner@turnerboyd.com](mailto:turner@turnerboyd.com) | P: (650) 521-5933 | F: (650) 521-5931

**Jason Dollard**

---

**From:** Jason Dollard  
**Sent:** Monday, June 20, 2016 3:11 PM  
**To:** 'Julie Turner'  
**Subject:** RE: Offer to Triple7Vaping.com  
**Attachments:** Triple7Vaping.com LLC.pdf

FOR SETTLEMENT PURPOSES ONLY

Julie, thank you for your email. To clear up any confusion from our conversation last Monday, and for settlement purposes only under FRE 408, attached please find a signed Covenant Not to Sue by my client for all past, present and future activities of your client. Please forward the attached CNS to your client for discussion. We look forward to hearing from you. In the meantime, we would request a thirty (30) day extension to respond to the Complaint while this matter is being discussed among the parties.

**Jason P. Dollard, Esq.-- Of Counsel**  
**Leslie Robert Evans & Associates, P.A.**  
214 Brazilian Avenue, Suite 200  
Palm Beach, FL 33480  
Main: 561.832.8288  
Direct: 561.659-7891  
Fax: 561.832.5722  
Email: [jdollard@LREvansPA.com](mailto:jdollard@LREvansPA.com)  
Website: [www.LREvansPA.com](http://www.LREvansPA.com)



NOTICE: This e-mail message and any attachment(s) hereto contain confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy, use or disseminate this e-mail or any attachment(s) to it. If you have received this e-mail in error, please notify us immediately by return e-mail or telephone at (561) 832-8288 and delete this message. Please note that if this e-mail contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachment(s) may not have been produced by Leslie Robert Evans & Associates, P.A. Thank you.

This email is an informal communication that is not meant to be legally binding upon the sender unless expressly noted to the contrary.

 Please consider the environment before printing this email.

---

**From:** Julie Turner [<mailto:turner@turnerboyd.com>]  
**Sent:** Friday, June 17, 2016 1:36 PM  
**To:** Jason Dollard  
**Subject:** Offer to Triple7Vaping.com

Dear Jason,

We have conveyed your offer of a covenant not to sue for past conduct to our client, and they have declined.

## Jason Dollard

---

**From:** Julie Turner [turner@turnerboyd.com]  
**Sent:** Wednesday, June 22, 2016 4:15 PM  
**To:** Jason Dollard  
**Subject:** RE: Offer to Triple7Vaping.com

Hi Jason,

To answer both your questions:

Our client has already rejected this offer when you made it before and has not changed his mind.

As to the extension, we are unsure why it is necessary. We believe that settlement discussions will be fruitless in light of Shipping & Transit's offer and settlement history. We also note that, since the Triple7Vaping case was filed, S&T has filed 34 patent cases. We do not understand why, or think it is reasonable that S&T would need more time when it clearly had the time to file so many cases in the interim.

Regards,  
Julie

---

**From:** Jason Dollard [mailto:JDollard@lrevanspa.com]  
**Sent:** Wednesday, June 22, 2016 12:56 PM  
**To:** Julie Turner <turner@turnerboyd.com>  
**Subject:** RE: Offer to Triple7Vaping.com

Thank you, I will look for your response. However, if you could let me know about the extension request as soon as possible I would appreciate it.

**Jason P. Dollard, Esq.-- Of Counsel**  
**Leslie Robert Evans & Associates, P.A.**  
214 Brazilian Avenue, Suite 200  
Palm Beach, FL 33480  
Main: 561.832.8288  
Direct: 561.659-7891  
Fax: 561.832.5722  
Email: [jdollard@LREvansPA.com](mailto:jdollard@LREvansPA.com)  
Website: [www.LREvansPA.com](http://www.LREvansPA.com)



**NOTICE:** This e-mail message and any attachment(s) hereto contain confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy, use or disseminate this e-mail or any attachment(s) to it. If you have received this e-mail in error, please notify us immediately by return e-mail or telephone at (561) 832-8288 and delete this message. Please note that if this e-mail contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachment(s) may not have been produced by Leslie Robert Evans & Associates, P.A. Thank you.

This email is an informal communication that is not meant to be legally binding upon the sender unless expressly noted to the contrary.

## **COVENANT NOT TO SUE**

Covenant not to sue executed on June 20, 2016, by Shipping and Transit, LLC, a Florida Corporation, formerly known as ArrivalStar S.A. and Melvino Technologies Limited, collectively referred to herein as Covenantors, to Triple7Vaping.com, LLC, a limited liability company formally organized under the laws of the State of Maryland and Jason W. Cugle, individually, collectively referred to herein as Covenantee.

Covenantors have not ever asserted that any claims of the patents listed in Schedule A attached hereto, deal with or involve claims related to manual message creation and or manually sending messages. Nor have Covenantors filed any actions related to the matters herein involving Covenantee stating that Covenantee's manual message creation and or manually sending messages (i.e. manually composing an email letting the customer know the order has shipped, and packages are sent out and tracked via the designated carrier) infringe the claims of the patents listed in Schedule A attached hereto.

Covenantors will never institute any action or lawsuit at law or in equity against Covenantee, nor institute, prosecute, make allegations of, or in any way aid in the institution or prosecution of any claims, demands, actions, or causes of action for damages, reasonable royalties, lost profits, costs, expenses or compensation, whether past or present for or on account of any damages, losses, injuries either to person or property, or both, whether developed or undeveloped, resulting or to result, unknown or known, past or present, arising out of or relating in any way to any claims of patent infringement of any of the patents for manual messaging (i.e. using one or more employee(s), person(s), or human representative(s) sending emails or any other types of messages to customers manually – not automated; ex. employee manually composing an email letting the customer know the order has shipped, and packages are being sent out and tracked via the chosen carrier), listed in Schedule A attached hereto.

Covenantor and Covenantee acknowledge and agree that this Agreement made hereunder, is for compromise of doubtful and disputed claim or claims, and it is not to be construed as an admission of liability on the part of either party, by whom liability has been expressly denied herein.

Within Three (3) days of execution Counsel for the Parties shall execute and file a Stipulation of Dismissal with prejudice and without costs, with each of the Parties to bear its own counsel fees and expenses relating to *Triple7Vaping.com, LLC., and Jason W. Cugle v. Shipping & Transit, LLC, LLC* Case No.: 9:16-CV-80855-DMM (the "Action"). This Stipulation of Dismissal will be without prejudice of the right of any of the Parties to apply to the Court for enforcement of this Agreement.

Covenantors expressly reserve all rights of action, causes of action, claims and demands of whatsoever kind against any and all persons, bodies, entities or the like, of whatever kind, that are not based on any rights of action, causes of action, claims or demands that any product or service made, licensed or sold by Covenantee or any of its affiliates infringes any of the patents for manual messaging (i.e. using an employee(s), person(s), or human representative(s) sending email/s or any other types of messages to customers; ex. employee manually composing an email

letting the customer know the order has shipped, and packages are being sent out and tracked via the chosen carrier), listed in Schedule A attached hereto including originals, divisionals, provisionals, reexaminations, continuations, continuations-in-part, extensions or reissues, applications for any of the foregoing, any domestic, foreign, or international applications claiming priority from any of the foregoing, and any patent or patent application to which any of the foregoing claims priority or issues from, whether filed before, on or after the Effective Date, in all countries of the world.

This covenant shall bind Covenantors and Convenantee, their successors and assigns.

This instrument reflects the entire covenant between the Covenantors and the Convenantee, and no statements, promises or inducements made by Covenantors or any agent of Covenantors that are not expressly contained in this covenant not to sue shall be valid or binding.

This Agreement shall be governed by Florida law.

This Agreement may be executed in one or more counterparts that may be delivered by e-mail in portable document format (PDF), each of which counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Where a signatory signs in a representative capacity, the signor represents and warrants that the signatory has the authority to sign in that capacity.


If any provision of this Agreement is ever deemed prohibited by or invalid under Florida law, such provision will be ineffective only to the extent such prohibition or invalidity, without invalidating the remainder of such provision or of this Agreement.

All parties to this Covenant hereby expressly agree that the terms and existence of this Covenant are and shall be treated as extremely and strictly confidential and shall not and will not be disclosed under any circumstances unless expressly required by a written law or court order.

Covenantors and Convenantee have carefully read the foregoing covenant not to sue and know and understand the content(s) thereof, both having acted upon the advice of their legal counsel and have voluntarily entered into this covenant not to sue.

**SHIPPING AND TRANSIT, LLC**

**TRIPLE7VAPING.COM, LLC**

  
\_\_\_\_\_

\_\_\_\_\_

Name: Pete Siricanni

Name: \_\_\_\_\_

Dated: 6/20/16

Dated: \_\_\_\_\_

Its: CEO

Its: \_\_\_\_\_

**JASON W. CUGLE, Individually**

\_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_



## **Schedule A**

### **United States Patents**

5,400,020  
5,444,444  
5,623,260  
5,648,770  
5,657,010  
5,668,543  
6,278,936  
6,313,760  
6,317,060  
6,363,254  
6,363,323  
6,411,891  
6,415,207  
6,486,801  
6,492,912  
6,510,383  
6,618,668  
6,683,542  
6,700,507  
6,714,859  
6,741,927  
6,748,318  
6,748,320  
6,763,299  
6,763,300  
6,804,606  
6,859,722  
6,904,359  
6,952,645  
6,975,998  
7,030,781  
7,089,107  
7,191,058  
7,400,970

Worldwide Patents

AT 257265  
AT 273547  
AU 2608700  
AU 3393300  
AU 3998401  
AU 6284999  
AU 6404799  
AU 6453598  
AU 7391696  
BR 0007537  
BR 0008670  
BR 9808005  
CA 2267206  
CA 2283239  
CA 2360288  
CA 2363556  
CA 2521206  
CA 2528647  
CN 1345413  
DE 60104824  
DE 69631255  
EP 0929885  
EP 0966720  
EP 1261902  
EP 1264296  
MXPA01008914  
WO 9814926  
WO 0019171  
W00019170