1 2 3 4 5	The Markow Law Group Gregory S. Markow (Cal. Bar No. 216748) E-mail: gsm@markowlaw.com 600 West Broadway, Suite 700 San Diego, CA 92101 Telephone: 619.500.3644 Facsimile: 619.272.7090	
6	Attorneys for Plaintiff Rothschild GPS Sharing Innovations, LLC	
7	UNITED STATES DISTRICT COURT	
8	SOUTHERN DISTRICT OF CALIFORNIA	
9	ROTHSCHILD GPS SHARING	Case No. '14CV0819 GPC NLS
10	INNOVATIONS, LLC,	COMPLAINT FOR PATENT
11	Plaintiff, vs.	INFRINGEMENT
12	NISSAN NORTH AMERICA, INC.,	DEMAND FOR JURY TRIAL
13	Defendant.	
14	Detendant.	Judge:
15		
16	COMPLAINT	
17 18	Plaintiff Rothschild GPS Sharing Innovations, LLC for its Complaint for patent	
19	infringement against Defendant Nissan North America, Inc. alleges as follows:	
20	NATURE OF THE LAWSUIT	
21	1. This is a claim for patent infringement arising under the patent laws of the	
22		
23	United States, Title 35 of the United States Code.	
24	PARTIES	
25		
26	Innovations") is a Florida corneration with it	es principal place of hyginess at 1109 Vana
27	Innovations") is a Florida corporation with its principal place of business at 1108 Kane	
28	Concourse, Suite #310, Bay Harbor Islands, FL 33154.	

- 3. Rothschild GPS Sharing Innovations is the owner of record and assignee of US Patent No. 7,917,285 ("the '285 Patent"). Rothschild GPS Sharing Innovations has and has had the exclusive right to enforce and collect damages for infringement of the '285 Patent during all relevant time periods. One of the principal investors in Rothschild GPS Sharing Innovations is Leigh Rothschild, who was the sole inventor of the '285 Patent.
- 4. On information and belief, Defendant Nissan North America, Inc. ("Nissan") is organized and existing under the laws of the State of California, having its principal place of business at One Nissan Way, Franklin, TN 37067 and having a place of business in numerous locations in this District, including one at 9800 Campus Point Drive, San Diego, CA 92121. Nissan's registered agent in California is: Corporation Service Company d/b/a CSC Lawyers Incorporating Service at 2710 Gateway Oaks Dr., Suite 150N, Sacramento, CA, 95833.

JURISDICTION AND VENUE

- 5. This is a civil action for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.*, and more particularly 35 U.S.C. § 271.
- 6. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1338(a).
- 7. Personal jurisdiction over the defendant is proper under C.C.P. § 410.10 and the United States Constitution because this action arises from the Defendant's commission of at least (a) transacting business and (b) committing the complained of tortious acts within this jurisdiction and because Defendant is incorporated in California.
 - 8. Venue is proper in this District under 28 U.S.C. §§ 1391 (b), (c) and 1400(b).

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THE PATENT-IN-SUIT

- 9. On March 29, 2011, the '285 Patent, entitled "Device, System and Method for Remotely Entering, Storing and Sharing Addresses for a Positional Information Device" was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the '285 Patent is attached as Exhibit A.
- 10. The '285 Patent was previously assigned to Qaxaz LLC and has been asserted in two previous patent infringement lawsuits, resulting in nine licensees of the '285 patent. These previous actions include: *Qaxaz LLC v. BMW of North America LLC. et al*, Case No. 11 CV 00491, (D. Del.) and *Qaxaz LLC v. Alpine Electronics of America, Inc. et al*, Case No. 11 CV 00491, (D. Del.). The defendants in those actions included major automobile manufacturers such as BMW, Ford, GM, Mercedes-Benz, and Toyota.

Nissan's Knowledge Of The '285 Patent, How It Is Infringed, And Continued Infringement Despite That Knowledge

- 11. Nissan has been aware of the '285 Patent no later than approximately October 11, 2013, when a letter dated October 8, 2013 was delivered by Federal Express to Nissan. The letter identified the '285 Patent and also included a claim chart setting forth Rothschild GPS Sharing Innovations' contention of infringement of claim 1 of the '285 Patent, thereby making Nissan aware of the activities that constitute infringement.
- 12. In addition to the October 11, 2013 letter and claim chart, this Complaint serves as additional notice to Nissan of the '285 Patent and the manner in which it is infringed.
- 13. Rothschild GPS Sharing Innovations, through counsel, has corresponded with Nissan several times since the October 11, 2013 letter (including phone calls and or emails in

October, November, December, January, and February), but Nissan has not agreed to license the '285 Patent and has not explained why a license is not necessary.

- 14. With knowledge of the '285 Patent and knowledge of the manner in which the '285 Patent is infringed, Nissan has continued to produce and distribute systems, including at least the NissanConnect™ and Infiniti Connection™ systems discussed below that infringe the '285 Patent.
- 15. Nissan manufactures, sells, and imports automobiles under both the Nissan and Infiniti brands. On information and belief, Infiniti is a brand owned by and a division of Nissan's parent company Nissan Motor Company, Ltd.
- 16. In some of the automobiles it manufactures and sells, Nissan offers an option called "NissanConnectTM" or "Infiniti ConnectionTM" that enables users to remotely connect with their automobiles, including a feature that enables users to find locations/destinations using a desktop computer and/or a mobile application and send the locations/destinations to the navigation systems in their automobiles.
- 17. On information and belief, Nissan owns or controls the NissanConnect[™] and Infiniti Connection[™] servers. These servers receive a request for an address of a location not already stored in a positional information device, determine the address and transmit the determined address to the positional information device (*i.e.*, a Nissan or Infiniti car with a navigation system).
- 18. In light of its knowledge of the '285 Patent, knowledge of the manner in which it is infringed, and refusal to license the '285 Patent, Nissan was objectively reckless in continuing to engage in actions that directly and indirectly infringe the '285 Patent. Nissan

knew or should have known that there was an objectively high likelihood that its actions constituted infringement of a valid patent.

COUNT I: DIRECT INFRINGEMENT OF THE '285 PATENT

- 19. Rothschild GPS Sharing Innovations incorporates by reference the allegations set forth in paragraphs 1 through 18 of this Complaint as though set forth fully herein.
- 20. By making, using, selling, or offering for sale in this District and elsewhere in the United States, without authorization or license from Rothschild GPS Sharing Innovations, products or systems covered by one or more claims of the '285 Patent, Defendant Nissan has been and is currently infringing the '285 Patent directly in violation of 35 U.S.C. § 271(a).
- 21. Nissan has and controls a server computer and makes, uses, sells, and offers for sale a positional information device (*e.g.*, the in car navigation unit), that together meet each and every element of one or more of the claims in the '285 patent, resulting in direct infringement of the '285 patent.
 - 22. Nissan's conduct is willful and deliberate.
- 23. As a direct and proximate result of Nissan's acts, Rothschild GPS Sharing Innovations has been and continues to be injured, has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

COUNT II: INDUCING INFRINGEMENT OF THE '285 PATENT

24. Rothschild GPS Sharing Innovations incorporates by reference the allegations set forth in paragraphs 1 through 18 and 19 through 23 of this Complaint as though set forth fully herein.

- 25. Nissan, through previous correspondence from Rothschild GPS Sharing Innovations, and based upon this Complaint, is actually aware of the '285 patent and the acts that constitute infringing conduct.
- 26. With knowledge of the '285 patent and knowledge of the acts that constitute infringement of the '285 patent, Nissan acted with the specific intent to induce the direct infringement of the '285 patent.
- 27. Specific acts undertaken by Nissan to induce infringement of the claims of the '285 patent include: (1) producing and selling positional information devices (*e.g.*, in-vehicle navigation units) that can receive addresses remotely; (2) producing and distributing a mobile application that enables individuals to send addresses to their vehicles; (3) maintaining and controlling a website that enables individuals to send addresses to their vehicles; and (4) expressly encouraging or instructing individuals to search for an address and send it to their vehicles.
- 28. Nissan's customers directly infringe the '285 Patent when they use the claimed system by putting the system into service (*e.g.*, by remotely requesting an address and sending it to their vehicles) thereby controlling the system as a whole and obtaining a benefit from it (*e.g.*, the address is sent to the customers' vehicles).
- 29. Nissan is liable to Rothschild GPS Sharing Innovations for inducing infringement of the '285 Patent, in violation of 35 U.S.C. § 271(b).
 - 30. Nissan's conduct is willful and deliberate.

31. As a direct and proximate result of Nissan's acts, Rothschild GPS Sharing Innovations has been and continues to be injured, has sustained, and will continue to sustain, substantial damages in an amount not yet determined.

REQUEST FOR RELIEF

WHEREFORE, Rothschild GPS Sharing Innovations requests that this Court enter judgment:

- A. Adjudging, finding and declaring that Nissan has directly infringed and indirectly infringed (via induced infringement) the asserted claims of the Patent-In-Suit under 35 U.S.C. § 271;
- B. Adjudging, finding and declaring that infringement by Nissan is willful and deliberate;
- C. Ordering Nissan to pay Rothschild GPS Sharing Innovations an amount that, as adequately as possible, compensates Rothschild GPS Sharing Innovations for infringement by Nissan, in no event less than a reasonable royalty fee;
- D. Ordering Nissan to pay court costs, pre-judgment interest, post-judgment interest, and attorneys' fees under 35 U.S.C. §§ 284 and 285;
- E. Finding that this is an "exceptional" case pursuant to 35 U.S.C. § 285, and awarding enhanced damages up to and including treble the amount of damages and the payment of attorneys' fees; and
- F. Granting Rothschild GPS Sharing Innovations such other and further relief as is just and proper, or as the Court deems appropriate.

1	JURY DEMAND	
2	Rothschild GPS Sharing Innovations demands a trial by jury on all issues that may be	
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4	so tried.	
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6	Dated: April 7, 2014 Respectfully submitted,	
7	/s/ Gregory Markow	
8		
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	(pro hac vice to be filed)	
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22	Sharing innovations, LLC.	
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