

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

QAXAZ LLC,

Plaintiff,

v.

ALPINE ELECTRONICS OF AMERICA, INC.; BEST  
BUY PURCHASING, LLC; CLARION CORPORATION  
OF AMERICA; GARMIN INTERNATIONAL, INC.;  
INSIGNIA PRODUCTS; MITAC USA INC.; MOTOROLA  
MOBILITY, INC.; PIONEER ELECTRONICS (USA) INC.;  
TELENAV, INC.; and TOMTOM INC.,

Defendants.

Case No.

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

This is an action for patent infringement in which Qaxaz LLC (“Qaxaz” or “Plaintiff”) makes the following allegations against Alpine Electronics of America, Inc.; Best Buy Purchasing, LLC; Clarion Corporation of America; Garmin International, Inc.; Insignia Products; MITAC USA Inc.; Motorola Mobility, Inc.; Pioneer Electronics (USA) Inc.; TeleNav, Inc.; and TomTom Inc.

**PARTIES**

1. Plaintiff Qaxaz is a Texas limited liability company with its principal place of business at 430 N Center St., Ste. 109, Longview, TX 75601.

2. On information and belief, Alpine Electronics of America, Inc. (“Alpine”) is a California corporation with its principal place of business at 19145 Gramercy Place, Torrance, CA 90501. Alpine may be served through its registered agent, Cynthia Ann Woodruff-Neer, 19145 Gramercy Place, Torrance, CA 90501.

3. On information and belief, Best Buy Purchasing, LLC (“Best Buy”) is a Minnesota limited liability company with its principal place of business at 100 S. Fifth Street #1075, Minneapolis, MN 55402. Best Buy may be served through its registered agent, CT Corporation System, Inc., 100 S. 5th S., Suite 1075, Minneapolis, MN 55402-1265.

4. On information and belief, Insignia Products (“Insignia”) is a trade name for Best Buy Purchasing, LLC with its principal place of business at 7601 Penn Ave. South, Richfield, MN 55423-3645. On information and belief, Insignia may be served through Best Buy.

5. On information and belief, Clarion Corporation of America (“Clarion”) is a California corporation with its principal place of business at 6200 Gateway Dr., Cypress, CA 90630-4842. Clarion may be served through its registered agent, Joseph Muto, 6200 Gateway Drive, Cypress, CA 90630.

6. On information and belief, Garmin International, Inc. (“Garmin”) is a Kansas corporation with its principal place of business at 1200 E 151st St., Olathe, KS 66062-3426. Garmin may be served through its registered agent, Andrew R. Etkind, 1200 East 151st Street, Olathe, KS 66062.

7. On information and belief, MiTAC USA Inc. (“MiTAC”) is a California corporation with its principal place of business at 47988 Fremont Blvd., Fremont, CA 94538-6507. MiTAC may be served through its registered agent, Robert Chen, 47988 Fremont Blvd., Fremont, CA 94538.

8. On information and belief, Motorola Mobility, Inc. (“Motorola”) is a Delaware corporation with its principal place of business at 600 N US Highway 45, Libertyville, IL, 60048-1286. Motorola may be served through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801.

9. On information and belief, Pioneer Electronics (USA) Inc. (“Pioneer”) is a Delaware corporation with its principal place of business at 1925 E. Dominguez St., Long Beach, CA 90810. Pioneer may be served through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801.

10. On information and belief, TeleNav, Inc. (“TeleNav”) is a Delaware corporation with its principal place of business at 1130 Kifer Rd., Sunnyvale, CA 94086-5303. TeleNav may be served through its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

11. On information and belief, TomTom Inc. (“TomTom”) is a Massachusetts corporation with its principal place of business at 150 Baker Avenue Ext, Concord, MA 01742-2117. TomTom may be served through its registered agent, Jocelyn Vigreux, 150 Baker Avenue Ext., Concord, MA 01742.

## **JURISDICTION AND VENUE**

12. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

13. Venue is proper in this district under 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, Defendants have transacted business in this district, and have committed and/or induced acts of patent infringement in this district.

## **COUNT I INFRINGEMENT OF U.S. PATENT NO. 7,917,285**

14. Plaintiff is the owner by assignment of United States Patent No. 7,917,285 (“the ‘285 Patent”) entitled “Device, System, and Method for Remotely Entering, Storing and Sharing, Addresses for a Positional Information Device” – including all rights to recover for past and

future acts of infringement. The '285 Patent issued on March 29, 2011. A true and correct copy of the '285 Patent is attached as Exhibit A.

15. On information and belief, Alpine has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of Alpine, of the '285 Patent in this judicial district, and elsewhere in the United States. Infringements by Alpine include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least a device and method for remotely entering, storing and sharing, addresses for a positional information device including at least Alpine's PND-K3msn GPS device, infringing one or more claims of the '285 Patent. Also upon information and belief, Alpine knew or should have known that the PND-K3msn GPS device would induce infringement by its customers. It is further alleged that Alpine has contributed to the infringement of the '285 Patent by engaging in such activities knowing that its PND-K3msn GPS device is especially made or especially adapted and to be used in a method that infringes the '285 Patent, and which does not have a substantial non-infringing use. Alpine is thus liable for infringement of the '285 Patent under 35 U.S.C. § 271(a), (b) & (c).

16. On information and belief, Best Buy and Insignia (collectively "BB Insignia") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of BB Insignia, of the '285 Patent in this judicial district, and elsewhere in the United States. Infringements by BB Insignia include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least a device and method for remotely entering, storing and sharing, addresses for a positional information device including at least

Insignia's Internet-Connected GPS device, infringing one or more claims of the '285 Patent. Also upon information and belief, BB Insignia knew or should have known that the Internet-Connected GPS device would induce infringement by its customers. It is further alleged that BB Insignia has contributed to the infringement of the '285 Patent by engaging in such activities knowing that its Internet-Connected GPS device is especially made or especially adapted and to be used in a method that infringes the '285 Patent, and which does not have a substantial non-infringing use. BB Insignia is thus liable for infringement of the '285 Patent under 35 U.S.C. § 271(a), (b) & (c).

17. On information and belief, Clarion has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of Clarion, of the '285 Patent in this judicial district, and elsewhere in the United States. Infringements by Clarion include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least a device and method for remotely entering, storing and sharing, addresses for a positional information device including at least Clarion's ClarionMiND GPS device, infringing one or more claims of the '285 Patent. Also upon information and belief, Clarion knew or should have known that the ClarionMiND GPS device would induce infringement by its customers. It is further alleged that Clarion has contributed to the infringement of the '285 Patent by engaging in such activities knowing that its ClarionMiND GPS device is especially made or especially adapted and to be used in a method that infringes the '285 Patent, and which does not have a substantial non-infringing use. Clarion is thus liable for infringement of the '285 Patent under 35 U.S.C. § 271(a), (b) & (c).

18. On information and belief, Garmin has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of Garmin, of the '285 Patent in this judicial district, and elsewhere in the United States. Infringements by Garmin include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least a device and method for remotely entering, storing and sharing, addresses for a positional information device including at least Garmin's Send-to feature of its GPS devices, infringing one or more claims of the '285 Patent. Also upon information and belief, Garmin knew or should have known that the Send-to feature of its GPS devices would induce infringement by its customers. It is further alleged that Garmin has contributed to the infringement of the '285 Patent by engaging in such activities knowing that its Send-to feature of its GPS devices is especially made or especially adapted and to be used in a method that infringes the '285 Patent, and which does not have a substantial non-infringing use. Garmin is thus liable for infringement of the '285 Patent under 35 U.S.C. § 271(a), (b) & (c).

19. On information and belief, MiTAC has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of MiTAC, of the '285 Patent in this judicial district, and elsewhere in the United States. Infringements by MiTAC include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least a device and method for remotely entering, storing and sharing, addresses for a positional information device including at least MiTAC's Mio and Navman GPS devices, infringing one or more claims of the '285 Patent. Also upon information and belief, MiTAC knew or should have known that the Mio and Navman GPS devices would induce infringement by its customers. It is further

alleged that MiTAC has contributed to the infringement of the '285 Patent by engaging in such activities knowing that its Mio and Navman GPS devices are especially made or especially adapted and to be used in a method that infringes the '285 Patent, and which does not have a substantial non-infringing use. MiTAC is thus liable for infringement of the '285 Patent under 35 U.S.C. § 271(a), (b) & (c).

20. On information and belief, Motorola has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of Motorola, of the '285 Patent in this judicial district, and elsewhere in the United States. Infringements by Motorola include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least a device and method for remotely entering, storing and sharing, addresses for a positional information device including at least Motorola's MOTONAV GPS device, infringing one or more claims of the '285 Patent. Also upon information and belief, Motorola knew or should have known that the MOTONAV GPS device would induce infringement by its customers. It is further alleged that Motorola has contributed to the infringement of the '285 Patent by engaging in such activities knowing that its MOTONAV GPS device is especially made or especially adapted and to be used in a method that infringes the '285 Patent, and which does not have a substantial non-infringing use. Motorola is thus liable for infringement of the '285 Patent under 35 U.S.C. § 271(a), (b) & (c).

21. On information and belief, Pioneer has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of Pioneer, of the '285 Patent in this judicial district, and elsewhere in the United States. Infringements by Pioneer include, without limitation, making, using, offering for sale,

and/or selling within the United States, and/or importing into the United States, at least a device and method for remotely entering, storing and sharing, addresses for a positional information device including at least Pioneer's AVIC GPS device line, infringing one or more claims of the '285 Patent. Also upon information and belief, Pioneer knew or should have known that the AVIC GPS device line would induce infringement by its customers. It is further alleged that Pioneer has contributed to the infringement of the '285 Patent by engaging in such activities knowing that its AVIC GPS device line is especially made or especially adapted and to be used in a method that infringes the '285 Patent, and which does not have a substantial non-infringing use. Pioneer is thus liable for infringement of the '285 Patent under 35 U.S.C. § 271(a), (b) & (c).

22. On information and belief, TeleNav has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of TeleNav, of the '285 Patent in this judicial district, and elsewhere in the United States. Infringements by TeleNav include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least a device and method for remotely entering, storing and sharing, addresses for a positional information device including at least TeleNav's Shotgun GPS device, infringing one or more claims of the '285 Patent. Also upon information and belief, TeleNav knew or should have known that the Shotgun GPS device would induce infringement by its customers. It is further alleged that TeleNav has contributed to the infringement of the '285 Patent by engaging in such activities knowing that its Shotgun GPS device is especially made or especially adapted and to be used in a method that infringes the '285 Patent, and which does not have a substantial non-



infringing use. TeleNav is thus liable for infringement of the '285 Patent under 35 U.S.C. § 271(a), (b) & (c).

23. On information and belief, TomTom has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of TomTom, of the '285 Patent in this judicial district, and elsewhere in the United States. Infringements by TomTom include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least a device and method for remotely entering, storing and sharing, addresses for a positional information device including as way of example TomTom's GO 2535 m LIVE GPS device, infringing one or more claims of the '285 Patent. Also upon information and belief, TomTom knew or should have known that the GPS devices including GO 2535 m LIVE would induce infringement by its customers. It is further alleged that TomTom has contributed to the infringement of the '285 Patent by engaging in such activities knowing that its GPS devices including GO 2535 m LIVE are especially made or especially adapted and to be used in a method that infringes the '285 Patent, and which does not have a substantial non-infringing use. TomTom is thus liable for infringement of the '285 Patent under 35 U.S.C. § 271(a), (b) & (c).

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court enter:

1. A judgment in favor of Plaintiff that Defendants have infringed, directly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '285 Patent;
2. A judgment and order requiring Defendants to pay Plaintiff its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '285 Patent as provided under 35 U.S.C. § 284;

3. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Plaintiff its reasonable attorneys' fees; and

4. Any and all other relief to which Plaintiff may show itself to be entitled.

### **DEMAND FOR JURY TRIAL**

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

June 2, 2011

BAYARD, P.A.

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