



4. This action for willful patent infringement involves JCI's unauthorized use of, and active inducement of others to use, the patented method to manufacture products both in and outside of the United States. Such manufacture infringes the '831 Patent.

5. This action for willful patent infringement also involves JCI's unauthorized use of the patented system of the '573 Patent to manufacture products in the United States. Such manufacture infringes the '573 Patent.

### **THE PLAINTIFF WILDCAT**

6. Plaintiff Wildcat is a Limited Liability Company organized and existing under the laws of Wisconsin, having a registered agent at Haley Palmersheim, S.C., 1424 N. High Point Rd., Suite 202, P.O. Box 628005, Middleton, WI 53562-8005.

### **THE WALT PATENTS**

7. The '831 Patent, titled "Method for Monitoring Proper Fastening of an Article of Assembly at More Than One Location," was duly and legally issued by the United States Patent and Trademark Office on June 20, 2006. A true and correct copy of the '831 Patent is attached at Exhibit A.

8. Wildcat is the assignee and owner of the entire right, title, and interest in and to the '831 Patent.

9. The '573 Patent, titled "Assembly System for Monitoring Proper Fastening of an Article of Assembly at More Than One Location," was duly and legally issued by the United States Patent and Trademark Office on July 26, 2004. A true and correct copy of the '573 Patent is attached at Exhibit B.

10. A true and correct copy of the Certificate of Correction for the '573 Patent dated May 14, 2013 is attached at Exhibit C.

11. Wildcat is the assignee and owner of the entire right, title, and interest in and to the '573 Patent.

**THE DEFENDANT JCI**

12. Upon information and belief, Defendant JCI is a corporation organized and existing under the laws of Wisconsin, having its headquarters at 5757 N. Green Bay Ave Milwaukee, WI 53209.

**JURISDICTION AND VENUE**

13. The claims asserted in this Complaint arise under Patent Laws of the United States, 35 U.S.C. §§ 1–376.

14. Subject matter jurisdiction is proper under 28 U.S.C. §§ 1331 and 1338.

15. This Court has personal jurisdiction over JCI because JCI is incorporated in, has its headquarters in, and conducts substantial business in Wisconsin.

16. Venue is proper under 28 U.S.C. §§ 1391(b)(2), because, upon information and belief, a substantial part of the events giving rise to the claims described in this Complaint occurred in this District, and under §1391(c), as JCI is subject to personal jurisdiction in this District.

**FACTUAL BACKGROUND**

**JCI'S KNOWLEDGE OF THE WALT PATENTS**

17. The inventors of the '831 and '573 Patents are two brothers, Michael A. Walt II and Samuel A. Walt.

18. The Walt brothers previously were the owners of a company called LMS-Walt, Inc. ("LMS"), which, until it went out of business due to JCI's willful infringement, manufactured and

sold systems used to practice the patented method and system, in addition to systems using other technologies.

19. LMS specialized in innovative systems and methods of manufacturing for the seating industry, as well as the equipment and software to carry out those methods, including assembly line fixtures, offline assembly stations, and quality control testing systems.

20. Despite JCI's awareness of the applications that led to the '831 Patent and the '573 Patent, and the '831 Patent and '573 Patent themselves, JCI proceeded to purchase and use, without license, equipment and software from companies other than LMS. JCI has used and continues to use those systems in various facilities in the United States and outside of the United States. Those uses infringe the method of the '831 Patent. Those uses in the United States infringe the system of the '573 Patent.

21. LMS conducted business with JCI from its inception in 1994 until LMS ceased operations in 2008.

22. JCI placed LMS on its global approved vendor list in 1998 after LMS demonstrated proficiency in designing and manufacturing assembly, fastening, and testing equipment for the seating industry.

23. JCI added LMS to its preferred vendor list for all Just in Time ("JIT") manufacturing equipment categories soon after adding LMS to JCI's global approved vendor list.

24. LMS filed its first seat assembly patent in 1999. Soon after, JCI admitted LMS into its Center of Excellence ("CoE") in Ann Arbor, MI.

25. Under the management of Steve Rosol at the CoE, JCI became intimately familiar with LMS's patented technology, including the method described in the patent applications resulting in the '831 Patent, as well as the system described and claimed in the '573 Patent.

26. Although JCI continued to purchase equipment from LMS on a limited basis, it excluded LMS from supplying software used to carry out its patented method and implement its patented system.

27. JCI eventually removed LMS from its preferred vendor list.

28. A major management change occurred at JCI in 2005, when Scott Foster replaced Steve Rosol as the Director of the Advanced Manufacturing Equipment Engineering (“AME”) group at JCI’s Plymouth, MI headquarters.

29. Scott Foster promoted an attitude of disregard for LMS’s patents at JCI and discussed the LMS patents in a condescending fashion.

30. Comments to LMS by JCI engineers included veiled threats to the effect of “so you have a patent; what are you going to do about it?”

31. JCI engineers led LMS to believe that any action against JCI by LMS would be met with retribution, including cutting LMS off from all future JCI business.

32. From 2005 until LMS’s closure, JCI delisted LMS from its preferred vendor lists one by one, starting with the list for offline assembly equipment and continuing with the list for fastening systems and assembly fixtures, until LMS eventually was limited to bidding on testing equipment or services related to systems that LMS had supplied to JCI in previous years.

33. In 2006, JCI issued a document titled “Standard Torque Tool Station Method of Operation.” (Exhibit D).

34. This document mandated that every seat manufactured by JCI use “sensor verified sequences,” and on information and belief, every seat manufactured by JCI since 2007 uses sensor verified sequences. The sensor verified sequences are used to fasten, for example, seat backs to

seat tracks in “marriage stations,” cushion pads to seat tracks, seat tracks to risers, and recliners to seat backs.

35. As a result of JCI’s actions, LMS was forced to downsize its operations in 2007 and eventually cease operations in 2008.

**JCI’S WILLFUL INFRINGEMENT OF THE WALT PATENTS**

36. JCI has willfully infringed, and is willfully infringing, the ’831 Patent in its operations in the United States. Upon information and belief, JCI runs the same type of operations in Canada and Mexico.

37. JCI has willfully infringed, and is willfully infringing, the ’573 Patent in its operations in the United States.

38. For example, on information and belief, seats manufactured at numerous JCI plants, such as the one located in Hudson, Wisconsin, use the patented method of the ’831 Patent, as well as the patented system of the ’573 Patent, as follows:

- A. Each seat is an “article of assembly;”
- B. The manufacture of each seat involves mounting a seat back frame to a seat track in a “marriage station.” Two threaded fasteners are used on each side to position the seat back frame relative to the seat track;
- C. The positions where the two sets of threaded fasteners are placed form the “first and second fastening locations” on both sides of the vehicle seat;
- D. In the marriage station, an operator positions the seat back over the seat track while it is held in a fixture. The fixture holds the partially assembled vehicle seat in a predetermined position in the marriage station;

- E. When the vehicle seat is held in the fixture at a marriage station, an operator uses a fastening tool such as a torque gun to manually fasten a threaded bolt in each one of the first and second fastening locations on the sides of the vehicle seat in a predetermined sequence;
- F. Proximity sensors determine the location of the torque gun with respect to the first and second fastening locations on both sides of the seat;
- G. The fasteners are secured in a predetermined sequence. A controller monitors the predetermined sequence by electronically comparing the inputs it receives from the proximity sensors to location and sequence information stored in its memory;
- H. The controller provides a signal (*e.g.*, an audible or visual alarm) that indicates if the operator did not properly follow the required predetermined sequence;
- I. The controller enables the torque gun to operate so long as the operator secures the fasteners in accordance with the required predetermined sequence;
- J. The controller disables the torque gun if it determines that the operator tries to secure a fastener out of sequence;
- K. The torque gun includes a torque monitor that senses the amount of torque that the operator applies to each fastener.
- L. The controller memory includes a predetermined torque value to which the fasteners are to be secured;
- M. The controller receives an output signal from the torque monitor. If the controller determines that a particular fastener is secured to the predetermined torque value, then the controller provides an output signal (*e.g.*, an audio or visual alert) that the fastening operation has been successfully accomplished;

- N. During assembly, a conveyer carries the fixture holding the seat track;
- O. The conveyer carries the fixture to the marriage station where the fixture is intermittently stopped by a stop mechanism for fastening operations by the torque gun; and
- P. When it executes the program stored in memory, the controller releases the stop mechanism only when the predetermined sequence has been achieved, thereby allowing the fixture to be conveyed by the conveyer and allowing the next fixture to move in place for assembly.

39. By carrying out the method steps described in subparagraphs A-L of paragraph 38, JCI has infringed and is infringing at least claims 22–28 of the '831 patent.

40. By making, using, selling, or importing the system described in subparagraphs A-P of paragraph 38, JCI has infringed and is infringing at least claims 24–25 of the '573 Patent.

41. While the method and system described above are set forth in the context of an online marriage station where a seat back is attached to a seat track, the steps and system are equally applicable to offline assembly stations and to the fastening of other parts that takes place during JCI's manufacture of vehicle seats or other articles of assembly.

42. On information and belief, JCI manufactures seats in at least the following facilities:

<b>FACILITY</b>
Johnson Controls Bridgewater – Eastaboga, AL
Johnson Controls Bridgewater – Detroit, MI
Johnson Controls Georgetown, KY
Johnson Controls Cadiz, KY
Johnson Controls Livermore, CA
Johnson Controls Murfreesboro, TN
Johnson Controls Rockwood, MI
Johnson Controls Avanzar Interior Technologies, TX



<b>FACILITY</b>
Johnson Controls Shelbyville, KY
Johnson Controls St. Mary's, OH
Johnson Controls Sterling Heights, MI
Johnson Controls – Johns Creek Facility, CA
Johnson Controls Taylor Plant, MI
Johnson Controls Cottondale, AL
Johnson Controls Hudson, WI
Johnson Controls Shreveport, LA
Johnson Controls Warren Bridgewater – Warren, MI
Johnson Controls Cottondale, AL
Johnson Controls Bridgewater – Lansing, MI

43. On information and belief, JCI's manufacturing process of seats at these facilities infringes the method and system of the '831 Patent and the '573 Patent.

44. On information and belief, JCI has also has manufacturing facilities in Mexico and Canada that practice the method of '831 Patent in the same fashion, and JCI's customers import the manufactured products into the United States.

45. None of the facilities listed in Paragraphs 42 or 44 and no other facility or entity at JCI have a license to the '831 Patent or the '573 Patent.

46. JCI's infringement of the '831 Patent and the '573 Patent, as alleged herein, was and is objectively reckless. JCI acted and is acting despite an objectively high likelihood that its actions constituted and constitute infringement of valid patents.

**COUNT I: JCI'S WILLFUL DIRECT INFRINGEMENT OF THE '831 PATENT**

47. Wildcat realleges and incorporates by reference each of paragraphs 1–46 above.

48. JCI directly infringes at least claims 22–28 of the '831 Patent.

49. JCI has profited and will continue to profit from its direct infringement of the '831 Patent.

50. JCI's actions with regard to direct infringement of the '831 Patent have caused and will continue to cause Wildcat substantial harm and irreparable injury, for which Wildcat is entitled to receive injunctive relief and adequate compensatory damages.

51. JCI's actions with regard to direct infringement of the '831 Patent were and are willful such that Wildcat is entitled to treble damages under 35 U.S.C. § 284.

**COUNT 2: JCI'S WILLFUL ACTIVE INDUCEMENT OF INFRINGEMENT OF THE '831 PATENT**

52. Wildcat realleges and incorporates by reference each of the Paragraphs 1–46 above.

53. On information and belief, JCI manufactures automobile seats in Mexico and Canada.

54. On information and belief, those seats are manufactured by JCI using the method claimed in the '831 Patent, as described above.

55. JCI had and has knowledge of the '831 Patent.

56. On information and belief, those seats are sold to JCI customers and put into those customers' vehicles in Mexico and Canada.

57. On information and belief, those vehicles are then imported into the United States by JCI customers.

58. Thus, on information and belief, seats manufactured according to the patented method in Mexico and Canada are imported into the United States in violation of 35 U.S.C. § 271(g). JCI's customers are direct infringers of the '831 Patent and infringe, at least, claims 22–28 of the '831 patent.

59. JCI actively induced and induces that infringement with knowledge of the '831 Patent by carrying out the infringing method and selling those seats to its customers in Mexico and Canada, for importation into the United States.

60. JCI has profited and will continue to profit from its active inducement of infringement of the '831 Patent.

61. JCI's actions with regard to induced infringement of the '831 Patent have caused and will continue to cause Wildcat substantial harm and irreparable injury, for which Wildcat is entitled to receive injunctive relief and adequate compensatory damages.

62. JCI's actions with regard to induced infringement of the '831 Patent were and are willful such that Wildcat is entitled to treble damages under 35 U.S.C. § 284.

**COUNT III: JCI'S WILLFUL DIRECT INFRINGEMENT OF THE '573 PATENT**

63. Wildcat realleges and incorporates by reference each of paragraphs 1–46 above.

64. JCI directly infringes at least claims 24 and 25 of the '573 Patent.

65. JCI has profited and will continue to profit from its direct infringement of the '573 Patent.

66. JCI's actions with regard to direct infringement of the '573 Patent have caused and will continue to cause Wildcat substantial harm and irreparable injury, for which Wildcat is entitled to receive injunctive relief and adequate compensatory damages.

67. JCI's actions with regard to direct infringement of the '573 Patent were and are willful such that Wildcat is entitled to treble damages under 35 U.S.C. § 284.

**JURY DEMAND**

68. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Wildcat requests a trial by jury for all issues so triable.

**PRAYER OF RELIEF**

WHEREFORE, Wildcat respectfully requests that the Court enter judgment against JCI as follows, and:

- A. Find that JCI has and is directly infringing at least claims 22–28 of the '831 Patent;
- B. Find that JCI has actively induced infringement of, and is actively inducing infringement of, at least claims 22–28 of the '831 Patent;
- C. Find that JCI has and is directly infringing at least claims 24 and 25 of the '573 Patent;
- D. Permanently enjoin JCI, its officers, agents, servants, employees, and attorneys, and all those persons in active concert or participation with them or any of them who receive actual notice of the judgment, from further infringement of the '831 and '573 Patents;
- D. Order JCI to account for and pay Wildcat all damages suffered by Wildcat as a consequence of the willful direct infringement and willful active inducement infringement of the '831 and '573 Patents by JCI;
- E. Award Wildcat prejudgment and post-judgment interest on the damages suffered by it as a consequence of the infringement of the '831 and '573 Patents by JCI;
- F. Award Wildcat treble damages pursuant to 35 U.S.C. § 284 as a result of JCI's willfulness in directly infringing and actively inducing infringement of the '831 and '573 Patents;
- G. Find that this is an “exceptional case” under 35 U.S.C. § 285 and awarding Wildcat its reasonable costs and attorney fees; and
- H. Grant Wildcat such other and further relief as the Court may deem just and proper.

May 20, 2013

Respectfully Submitted,

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**CERTIFICATE OF SERVICE**

I hereby certify that on May 20, 2013, I caused a copy of the foregoing FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT to be electronically filed with the Clerk of the Court using the ECF system that will send notification of such filing to the attorneys of record.

By: /s/ Thomas G. Pasternak  
Thomas G. Pasternak