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WEST VIEW RESEARCH, LLC

9
10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA

12 WEST VIEW RESEARCH, LLC, a
13 California corporation,

14 Plaintiff,

15 v.

16 NISSAN MOTOR COMPANY,
LTD., a Japanese corporation; and
17 NISSAN NORTH AMERICA, INC.,
a California corporation,

18 Defendants.

19
20 And Related Counterclaim.

CASE NO. 14-CV-2677 CAB WVG

**FIRST AMENDED COMPLAINT FOR
PATENT INFRINGEMENT**

JURY TRIAL DEMANDED

Judge: Hon. Cathy Ann Bencivengo
Ctvm: 4C

1 This is an action for patent infringement in which Plaintiff and Counter-
 2 Defendant West View Research, LLC (“West View Research” or “Plaintiff”) makes
 3 the following allegations against Defendants NISSAN MOTOR COMPANY, LTD.
 4 and NISSAN NORTH AMERICA, INC. (collectively “NISSAN” or “Defendants”)
 5 as follows:

6 **THE PARTIES**

7 1. Plaintiff West View Research is a limited liability company organized
 8 under the laws of the State of California, with a principal place of business at 16644
 9 West Bernardo Drive, Suite 201-A, San Diego, California 92127.

10 2. Upon information and belief, Defendant NISSAN MOTOR
 11 COMPANY, LTD. is a corporation organized under the laws of Japan, with its
 12 principal place of business at 1-1 Takashima 1-chome, Nishi-ku, Yokohama-shi,
 13 Kanagawa 220-8686, Japan.

14 3. Upon information and belief, Defendant NISSAN NORTH
 15 AMERICA, INC. is a corporation organized under the laws of California, with its
 16 principal place of business at One Nissan Way, Franklin, Tennessee 37067 and a
 17 registered agent at CSC – Lawyers Incorporating Service, 2710 Gateway Oaks
 18 Drive, Suite 150N, Sacramento, California 95833. Upon information and belief,
 19 “Infiniti” is the name of a division of NISSAN NORTH AMERICA, INC., which
 20 markets “INFINITI”-branded products and services.

21 **JURISDICTION AND VENUE**

22 4. This is an action for patent infringement arising under the patent laws
 23 of the United States, 35 U.S.C. §1, *et seq.*, including 35 U.S.C. § 271. This Court
 24 has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

25 5. This Court has personal jurisdiction over Defendants at least because
 26 Defendants are present within or have ongoing and systematic contacts with the
 27 United States, the State of California, and the Southern District of California.
 28 Defendants have purposefully and regularly availed themselves of the privileges of

1 conducting business in the State of California and in the Southern District of
2 California. Plaintiff's claims for relief arise directly from Defendants' business
3 contacts and other activities in the State of California and in the Southern District of
4 California. Defendants have committed acts of patent infringement in this District,
5 and have harmed and continue to harm West View Research in this District, by,
6 among other things, using, selling, offering for sale, and/or importing infringing
7 products and/or services into this District.

8 **BACKGROUND**

9 6. West View Research owns all right, title and interest in U.S. Patent
10 No. 8,719,038 (the "'038 patent"), U.S. Patent No. 8,682,673 (the "'673 patent"),
11 U.S. Patent No. 8,296,146 (the "'146 patent") and U.S. Patent No. 8,290,778 (the
12 "'778 patent"), U.S. Patent No. 8,065,156 (the "'156 patent"), and U.S. Patent No.
13 8,719,037 (the "'037 patent") (collectively, the "Patents-in-Suit").

14 7. Each of the Patents-in-Suit is valid and enforceable.

15 8. West View Research is in compliance with the marking requirements
16 under 35 U.S.C. § 287 in that it has no duty to mark or to give notice in lieu thereof
17 because it has no products to mark.

18 9. The '038 patent, entitled "Computerized Information and Display
19 Apparatus," was duly and legally issued by the United States Patent and Trademark
20 Office on May 6, 2014, after a full and fair examination. A copy of the '038 patent
21 is attached hereto as Exhibit A.

22 10. The '673 patent, entitled "Computerized Information and Display
23 Apparatus," was duly and legally issued by the United States Patent and Trademark
24 Office on March 25, 2014, after a full and fair examination. A copy of the '673
25 patent is attached hereto as Exhibit B.

26 11. The '146 patent, entitled "Computerized Information Presentation
27 Apparatus," was duly and legally issued by the United States Patent and Trademark
28 Office on October 23, 2012, after a full and fair examination. A copy of the '146

1 patent is attached hereto as Exhibit C.

2 12. The '778 patent, entitled "Computerized Information Presentation
3 Apparatus," was duly and legally issued by the United States Patent and Trademark
4 Office on October 16, 2012 after a full and fair examination. A copy of the '778
5 patent is attached hereto as Exhibit D.

6 13. The '156 patent, entitled "Adaptive Information Presentation
7 Apparatus and Methods," was duly and legally issued by the United States Patent
8 and Trademark Office on November 22, 2011, after a full and fair examination. A
9 copy of the '156 patent is attached hereto as Exhibit E.

10 14. The '037 patent, entitled "Transport Apparatus with Computerized
11 Information and Display Apparatus," was duly and legally issued by the United
12 States Patent and Trademark Office on May 6, 2014, after a full and fair
13 examination. A true and correct copy of the '037 patent is attached hereto as
14 Exhibit F.

15 **LITIGATION HISTORY**

16 15. Plaintiff originally filed this action on November 10, 2014 ("Original
17 Complaint") in the U.S. District Court for the Southern District of California. On or
18 about November 18, 2014, NISSAN NORTH AMERICA, INC was served with the
19 Original Complaint.

20 16. On or about December 5, 2014 NISSAN MOTOR COMPANY, LTD.
21 agreed to waive service of the Summons and Complaint. (Docket No. 10.) On or
22 around February 9, 2015, Defendants filed an Answer to the Original Complaint.
23 (Docket No. 13.)

24 17. On May 18, 2015, West View Research sought leave of Court to
25 amend its complaint in this action. (Docket No. 36.) The Court granted in part, and
26 denied in part West View Research's Motion for Leave to Amend its Complaint on
27 June 10, 2015. (Docket No. 43.)

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1 18. On information and belief, Defendants have had knowledge of the
 2 Patents-in-Suit as early as November 18, 2014, the date Defendant NISSAN
 3 NORTH AMERICA, was served with the Original Complaint, and perhaps as early
 4 as November 10, 2014, the date of filing of the Original Complaint in this action
 5 and the related actions filed at or about the same time (i.e., Case Nos. 14-CV-2668-
 6 CAB (WVG), 14-CV-2670-CAB (WVG), 14-CV-2675-CAB (WVG), 14-CV-
 7 2677-CAB (WVG), 14-CV-2679-CAB (WVG)) (hereinafter, “Related Actions”).

8 **DEFENDANTS’ RELEVANT TECHNOLOGY**

9 19. Upon information and belief, Defendants make, use, sell, offer for sale,
 10 distribute, import, and/or advertise (including the provision of an interactive
 11 website) their infringing products, namely vehicles that include but are not limited
 12 to: (1) model year 2014 and later “INFINITI”-branded vehicles including but not
 13 limited to Q50, Q60, Q70, QX60, QX70, and QX80 vehicles with (i) navigation
 14 systems, “InTouch,” “InTuition,” “Connection/Connection Plus,” and/or
 15 infotainment technology, and/or (ii) hard drive/SD card navigation systems, voice
 16 recognition, and touchscreen technology; and (2) “NISSAN”-branded vehicles
 17 including without limitation NV200, NV2500HD, NV3500HD, NV Passenger, NV
 18 Compact Cargo, Frontier, Titan, Quest, GT-R, 370Z, Leaf, Versa/Versa Note,
 19 Sentra, Altima/Altima Coupe, Maxima, Juke, Rogue, Xterra, Murano, Pathfinder,
 20 and Armada, with (i) next-generation navigation/infotainment technologies and
 21 services, such as those embodied in the 2016 Maxima with available
 22 “NissanConnect Services” (including the Android®-based NissanConnect Services
 23 mobile application for use with the foregoing), (ii) “NissanConnect” technology
 24 and smartphone integration and software applications (Android® only), such as that
 25 believed to be first embodied in Nissan 2014 model year vehicles, (iii) vehicles
 26 with hard drive/SD card navigation systems, voice recognition and touchscreen
 27 technology, and/or (iv) generally similar navigation/ infotainment technology.

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20. Upon information and belief, as related to the preceding allegations, West View is aware of the following infringing products, grouped into separate categories:

- (1) 2012 and later (as applicable) “INFINITI”-branded Nissan vehicles with navigation systems and “InTouch” technology, “Connection/Connection Plus Technology,” and/or infotainment technology (hereinafter, “Navigation/InTouch/Connection Products”);
- (2) 2012 and later (as applicable) “INFINITI”-branded Nissan vehicles with hard drive/SD card navigation systems, voice recognition, and touchscreen technology (hereinafter, “Infiniti Hard Drive Navigation Products”);
- (3) 2015/2016 and later (as applicable) “NISSAN”-branded Nissan vehicles with next-generation “NissanConnect” technology, “NissanConnect Services” (Android® Only) technology, “NissanConnect Services” subscriptions, and/or infotainment technology (hereinafter, “NissanConnect Services Products”);
- (4) 2012 and later (as applicable) “NISSAN”-branded Nissan vehicles with “NissanConnect” technology, smartphone integration (Android® Only), navigation systems, and/or the associated mobile electronic device application (hereinafter, “NissanConnect Products”);
- (5) 2015 and later (as applicable) version(s) of the “NissanConnect Services” Android®-based mobile electronic device application and related software (hereinafter, “NissanConnect Services Application Products”); and
- (6) 2012 and later (as applicable) “NISSAN”-branded Nissan vehicles with vehicles with hard drive/SD card navigation systems, voice recognition, and touchscreen technology (hereinafter, “Nissan Hard Drive Navigation Products”).

1 21. The Navigation/InTouch/Connection Products, Infiniti Hard Drive
2 Navigation Products, NissanConnect Services Products, NissanConnect Products,
3 NissanConnect Services Application Products, and Nissan Hard Drive Navigation
4 Products may be collectively referred to herein as the “Accused Products.”

5 22. The Accused Products directly infringe the Patents-in-Suit in violation
6 of 5 U.S.C. § 271(a).

7 23. Upon information and belief, Defendants own, operate, and/or control
8 the Internet websites located at the URL addresses <http://www.nissanusa.com> and
9 also <http://www.infinitiusa.com> and therefore manage and/or control the contents
10 displayed thereon. Upon information and belief, through the publication and
11 dissemination of marketing and/or promotional materials, detailed operational
12 manuals, on-line instructional videos, and/or technical assistance, Defendants
13 entice, encourage, instruct, enable and otherwise aid and abet third parties,
14 including but not limited to Defendants’ customers and sales or technical personnel,
15 Defendants’ agents, owners, and/or drivers of the Accused Products, to use such
16 Accused Products in a manner that directly infringes the Patents-in-Suit, including
17 the ’156 patent, ’778 patent, ’146 patent, ’673 patent, ’037 patent, and ’038 patent.

18 24. Upon information and belief, Defendants aid, abet, and otherwise
19 induce infringement of the Patents-in-Suit, including the ’156 patent, ’778 patent,
20 ’146 patent, ’673 patent, ’037 patent, and ’038 patent by, for example:

- 21 • Publishing online resources touting NissanConnect products and
22 services, as well as providing detailed instructions for the use and
23 operation of NissanConnect, at <http://www.nissanusa.com/connect> (A
24 true and correct copy of relevant portions of this webpage are attached
25 hereto as Exhibit G);
- 26 • Publishing online resources touting Infiniti InTouch products and
27 services, as well as providing detailed instructions for the use and
28 operation of Infiniti InTouch, at <http://www.infinitiusa.com/intouch/>

1 [support](#) (A true and correct copy of relevant portions of this webpage
2 are attached hereto as Exhibit H);

- 3 • Publishing online resources touting the technological capabilities of
4 the Q50 vehicle, including features which induce infringement of the
5 Patents-in-Suit [http://www.infiniti.com/sedan/q50/highlights/
6 technology.html](http://www.infiniti.com/sedan/q50/highlights/technology.html) (A true and correct copy of relevant portions of this
7 webpage are attached hereto as Exhibit I);
- 8 • Publishing press releases and promotional material highlighting the
9 Q50 vehicle and the availability of Infiniti InTouch in its vehicles at
10 [http://infinitinews.com/en-US/infiniti/usa/channels/us-united-states-
11 infiniti-models-infiniti-q50/presskits/us-2014-infiniti-q50-press-kit](http://infinitinews.com/en-US/infiniti/usa/channels/us-united-states-infiniti-models-infiniti-q50/presskits/us-2014-infiniti-q50-press-kit) (A
12 true and correct copy of relevant portions of this webpage are attached
13 hereto as Exhibit J);
- 14 • Publishing a press release announcing the availability of the 2016
15 Maxima for sale, which press release references NissanConnect as a
16 standard feature, at [http://nissannews.com/en-US/nissan/usa/releases/
17 all-new-2016-nissan-maxima-on-sale-now?query=2016+maxima](http://nissannews.com/en-US/nissan/usa/releases/all-new-2016-nissan-maxima-on-sale-now?query=2016+maxima) (A
18 true and correct screenshot of relevant portion of this webpage is
19 attached hereto as Exhibit K);
- 20 • Publishing a press release announcing the availability of new
21 NissanConnect Services in conjunction with the 2016 Maxima, at
22 [http://nissannews.com/en-US/nissan/usa/releases/new-nissanconnect-
23 services-program-set-to-launch-on-2016-nissan-maxima](http://nissannews.com/en-US/nissan/usa/releases/new-nissanconnect-services-program-set-to-launch-on-2016-nissan-maxima) (A true and
24 correct screenshot of relevant portion of this webpage is attached
25 hereto as Exhibit L);
- 26 • Providing for and/or facilitating media coverage of infringing products
27 for purposes of promoting such products.
28 <http://www.caranddriver.com/news/2016-nissan-maxima-debuts-in->

[new-york-news](#) (A true and correct screenshot of relevant portion of this webpage is attached hereto as Exhibit M); and

- Publishing and distributing vehicle owners' manuals for the 2015 Infiniti InTouch system/service, which contains detailed instructions for the use and operation of such systems (A true and correct printout of the cover page of this owner's manual is attached hereto as Exhibit N).

25. Upon information and belief, as a result of Defendants' active, knowing, intentional, and ongoing efforts that induce infringement of the Patents-in-Suit, including the '156 patent, '778 patent, '146 patent, '673 patent, '037 patent, and '038 patent, as described herein, substantially all of Defendants' customers and sales or technical personnel, owners, and/or drivers of the Accused Products use and operate the Accused Products in a manner that directly infringes one or more of the Patents-in-Suit, including the '156 patent, '778 patent, '146 patent, '673 patent, '037 patent, and '038 patent.

COUNT I

INFRINGEMENT OF THE '038 PATENT

26. West View Research incorporates paragraphs 1 through 25 by reference as if fully stated herein.

27. Defendants have been and are directly infringing literally and/or under the doctrine of equivalents, at least claims 1 through 20, 22 through 31, 33 through 36, 38 through 40, 42 through 45, and 47 through 68 of the '038 patent.

28. Defendants have directly infringed, and continue to directly infringe, either literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(a), by making, using, selling, offering for sale, and/or importing in or into the United States, without authority products that infringe at least claims 1 through 20, 22 through 31, 33 through 36, 38 through 40, 42 through 45, and 47 through 68 of the '038 patent, which products include, but may not be limited to all

1 aforementioned subcategories of Accused Products sold or offered for sale on or
2 after May 6, 2014.

3 29. Third parties, including but not limited to Defendants' customers and
4 sales or technical personnel, Defendants' agents, owners, and/or drivers, have
5 directly infringed, and continue to directly infringe, either literally and/or under the
6 doctrine of equivalents, in violation of 35 U.S.C. § 271(a), by using, selling, and or
7 offering for sale in the United States, and/or importing into the United States,
8 products supplied by Defendants that infringe at least claims 1 through 20, 22
9 through 31, 33 through 36, 38 through 40, 42 through 45, and 47 through 62, 64,
10 and 66 through 68 of the '038 patent, which products include, but may not be
11 limited to all aforementioned subcategories of Accused Products sold or offered for
12 sale on or after May 6, 2014.

13 30. Upon information and belief, based on the information presently
14 available to West View Research absent discovery, in addition to and/or in the
15 alternative to direct infringement, West View Research alleges Defendants have,
16 since receiving notice of the filing and/or service of the Original Complaint,
17 induced infringement and continue to induce infringement of at least claims 1
18 through 20, 22 through 31, 33 through 36, 38 through 40, 42 through 45, and 47
19 through 62, 64, and 66 through 68 of the '038 patent under 35 U.S.C. § 271(b).

20 31. Upon information and belief, Defendants have, since receiving notice
21 of the filing of the Original Complaint since at least as early as November 18, 2014
22 (and possibly as early as November 10, 2014), actively, knowingly, and
23 intentionally induced, and continue to actively, knowingly, and intentionally
24 induce, infringement of the '038 patent by making, using, selling, offering for sale,
25 importing, and/or otherwise supplying products including the Accused Products to
26 third parties, with the knowledge and specific intent that such third parties will use,
27 sell, offer for sale, and/or import, products supplied by Defendants, including the
28 Accused Products to directly infringe the '038 patent.

1 32. Upon information and belief, despite Defendants' knowledge of the
2 existence of the '038 patent since at least as early as November 18, 2014 (and
3 possibly as early as November 10, 2014), Defendants continue to encourage,
4 instruct, enable and otherwise aid and abet third parties, including but not limited to
5 Defendants' customers and sales or technical personnel, Defendants' agents,
6 owners, and/or drivers of the Accused Products to use the Accused Products in a
7 manner that directly infringes the '038 patent.

8 33. Upon information and belief, Defendants specifically intended that
9 their customers and sales or technical personnel, Defendants' agents, owners,
10 and/or drivers use the Accused Products in such a way that directly infringes the
11 '038 patent by, at a minimum, advertising, enticing, encouraging, instructing, and
12 aiding and abetting their customers, owners, and/or drivers, through the publication
13 and dissemination of marketing materials, detailed operational manuals, on-line
14 instructional videos, and/or technical assistance related to the Accused Products, to
15 use, sell, offer for sale, and/or import, products supplied by Defendants, including
16 the Accused Products, to directly infringe the '038 patent.

17 34. Upon information and belief, Defendants knew and know that their
18 actions, including but not limited to providing detailed operating manuals, press
19 releases, instructional on-line videos, and other literature, in relation to the Accused
20 Products, would induce, have induced, and continues to induce direct infringement
21 of the '038 patent by third parties, including but not limited to Defendants'
22 customers and sales or technical personnel, Defendants' agents, owners, and/or
23 drivers.

24 35. West View Research has no adequate remedy at law against these acts
25 of patent infringement. Defendants' actions complained of herein are causing
26 irreparable harm and damages to West View Research and will continue to do so
27 unless and until Defendants are permanently enjoined by the Court.

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1 products supplied by Defendants that infringe at least claims 1 through 10, 12, 15
2 through 24, and 27 through 30 of the '673 patent, which products include, but may
3 not be limited to the '673 Accused Products sold or offered for sale on or after
4 March 25, 2014.

5 42. Upon information and belief, based on the information presently
6 available to West View Research absent discovery, in addition to and/or in the
7 alternative to direct infringement, West View Research alleges Defendants have,
8 since receiving notice of the filing and/or service of the Original Complaint,
9 induced infringement and continue to induce infringement of at least claims 1
10 through 10, 12, 15 through 24, and 27 through 30 of the '673 patent under 35
11 U.S.C. § 271(b).

12 43. Upon information and belief, Defendants have, since receiving notice
13 of the filing of the Original Complaint since at least as early as November 18, 2014
14 (and possibly as early as November 10, 2014), actively, knowingly, and
15 intentionally induced, and continue to actively, knowingly, and intentionally
16 induce, infringement of the '673 patent by making, using, selling, offering for sale,
17 importing, and/or otherwise supplying products including the '673 Accused
18 Products to third parties, with the knowledge and specific intent that such third
19 parties will use, sell, offer for sale, and/or import, products supplied by Defendants,
20 including the '673 Accused Products to directly infringe the '673 patent.

21 44. Upon information and belief, despite Defendants' knowledge of the
22 existence of the '673 patent since at least as early as November 18, 2014 (and
23 possibly as early as November 10, 2014), Defendants continue to encourage,
24 instruct, enable and otherwise aid and abet third parties, including but not limited to
25 Defendants' customers and sales or technical personnel, Defendants' agents,
26 owners, and/or drivers of the '673 Accused Products to use the '673 Accused
27 Products in a manner that directly infringes the '673 patent.

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1 45. Upon information and belief, Defendants specifically intended that
2 their customers and sales or technical personnel, Defendants' agents, owners,
3 and/or drivers use the '673 Accused Products in such a way that directly infringes
4 the '673 patent by, at a minimum, advertising, enticing, encouraging, instructing,
5 and aiding and abetting their customers, owners, and/or drivers, through the
6 publication and dissemination of marketing materials, detailed operational manuals,
7 on-line instructional videos, and/or technical assistance related to the '673 Accused
8 Products, to use, sell, offer for sale, and/or import, products supplied by
9 Defendants, including the '673 Accused Products, to directly infringe the '673
10 patent.

11 46. Upon information and belief, Defendants knew and know that their
12 actions, including but not limited to providing detailed operating manuals, press
13 releases, instructional on-line videos, and other literature, in relation to the '673
14 Accused Products, would induce, have induced, and continues to induce direct
15 infringement of the '673 patent by third parties, including but not limited to
16 Defendants' customers and sales or technical personnel, Defendants' agents,
17 owners, and/or drivers.

18 47. West View Research has no adequate remedy at law against these acts
19 of patent infringement. Defendants' actions complained of herein are causing
20 irreparable harm and damages to West View Research and will continue to do so
21 unless and until Defendants are permanently enjoined by the Court.

22 48. As a direct and proximate result of the acts of patent infringement by
23 Defendants, West View Research has been damaged and continues to be damaged
24 in an amount not presently known.

25 49. West View Research has incurred and will incur attorneys' fees, costs,
26 and expenses in the prosecution of this action. The circumstances of this dispute
27 create an exceptional case within the meaning of 35 U.S.C. § 285, and West View
28 Research is entitled to recover its reasonable and necessary fees and expenses.

COUNT III

FOR INFRINGEMENT OF THE '146 PATENT

50. West View Research incorporates paragraphs 1 through 49 by reference as if fully stated herein.

51. Defendants have been and are directly infringing literally and/or under the doctrine of equivalents, at least claims 1 through 8, 10 through 29, and 31 through 34 of the '146 patent.

52. Defendants have directly infringed, and continue to directly infringe, either literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(a), by making, using, selling, offering for sale, and/or importing in or into the United States, without authority products that infringe at least claims 1 through 8, 10 through 29, and 31 through 34 of the '146 patent, which products include, but may not be limited to the Navigation/InTouch/Connection Products, NissanConnect Services Products, and NissanConnect Products and/or other Accused Products (the "'146 Accused Products") sold or offered for sale on or after October 23, 2012.

53. Third parties, including but not limited to Defendants' customers and sales or technical personnel, Defendants' agents, owners, and/or drivers, have directly infringed, and continue to directly infringe, either literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(a), by using, selling, and or offering for sale in the United States, and/or importing into the United States, products supplied by Defendants that infringe at least claims 1 through 8, 10 through 29, and 31 through 34 of the '146 patent, which products include, but may not be limited to the '146 Accused Products sold or offered for sale on or after October 23, 2012.

54. Upon information and belief, based on the information presently available to West View Research absent discovery, in addition to and/or in the alternative to direct infringement, West View Research alleges Defendants have, since receiving notice of the filing and/or service of the Original Complaint,

1 induced infringement and continue to induce infringement of at least claims 1
2 through 8, 10 through 29, and 31 through 34 of the '146 patent under 35 U.S.C. §
3 271(b).

4 55. Upon information and belief, Defendants have, since receiving notice
5 of the filing of the Original Complaint since at least as early as November 18, 2014
6 (and possibly as early as November 10, 2014), actively, knowingly, and
7 intentionally induced, and continue to actively, knowingly, and intentionally
8 induce, infringement of the '146 patent by making, using, selling, offering for sale,
9 importing, and/or otherwise supplying products including the '146 Accused
10 Products to third parties, with the knowledge and specific intent that such third
11 parties will use, sell, offer for sale, and/or import, products supplied by Defendants,
12 including the '146 Accused Products to directly infringe the '146 patent.

13 56. Upon information and belief, despite Defendants' knowledge of the
14 existence of the '146 patent since at least as early as November 18, 2014 (and
15 possibly as early as November 10, 2014), Defendants continue to encourage,
16 instruct, enable and otherwise aid and abet third parties, including but not limited to
17 Defendants' customers and sales or technical personnel, Defendants' agents,
18 owners, and/or drivers of the '146 Accused Products to use the '146 Accused
19 Products in a manner that directly infringes the '146 patent.

20 57. Upon information and belief, Defendants specifically intended that
21 their customers and sales or technical personnel, Defendants' agents, owners,
22 and/or drivers use the '146 Accused Products in such a way that directly infringes
23 the '146 patent by, at a minimum, advertising, enticing, encouraging, instructing,
24 and aiding and abetting their customers, owners, and/or drivers, through the
25 publication and dissemination of marketing materials, detailed operational manuals,
26 on-line instructional videos, and/or technical assistance related to the '146 Accused
27 Products, to use, sell, offer for sale, and/or import, products supplied by
28 Defendants, including the '146 Accused Products, to directly infringe the '146

1 patent.

2 58. Upon information and belief, Defendants knew and know that their
3 actions, including but not limited to providing detailed operating manuals, press
4 releases, instructional on-line videos, and other literature, in relation to the '146
5 Accused Products, would induce, have induced, and continues to induce direct
6 infringement of the '146 patent by third parties, including but not limited to
7 Defendants' customers and sales or technical personnel, Defendants' agents,
8 owners, and/or drivers.

9 59. West View Research has no adequate remedy at law against these acts
10 of patent infringement. Defendants' actions complained of herein are causing
11 irreparable harm and damages to West View Research and will continue to do so
12 unless and until Defendants are permanently enjoined by the Court.

13 60. As a direct and proximate result of the acts of patent infringement by
14 Defendants, West View Research has been damaged and continues to be damaged
15 in an amount not presently known.

16 61. West View Research has incurred and will incur attorneys' fees, costs,
17 and expenses in the prosecution of this action. The circumstances of this dispute
18 create an exceptional case within the meaning of 35 U.S.C. § 285, and West View
19 Research is entitled to recover its reasonable and necessary fees and expenses.

20 **COUNT IV**

21 **FOR INFRINGEMENT OF THE '778 PATENT**

22 62. West View Research incorporates paragraphs 1 through 61 by
23 reference as if fully stated herein.

24 63. Defendants have been and are directly infringing literally and/or under
25 the doctrine of equivalents, at least claims 1, 2, 6, 8 through 11, 15, 17 through 19,
26 21 through 26, 28, and 30 of the '778 patent.

27 64. Defendants have directly infringed, and continue to directly infringe,
28 either literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. §

1 271(a), by making, using, selling, offering for sale, and/or importing in or into the
2 United States, without authority products that infringe at least claims 1, 2, 6, 8
3 through 11, 15, 17 through 19, 21 through 26, 28, and 30 of the '778 patent,
4 including but not limited to all aforementioned subcategories of the Accused
5 Products, sold or offered for sale on or after October 16, 2012.

6 65. Third parties, including but not limited to Defendants' customers and
7 sales or technical personnel, Defendants' agents, owners, and/or drivers, have
8 directly infringed, and continue to directly infringe, either literally and/or under the
9 doctrine of equivalents, in violation of 35 U.S.C. § 271(a), by using, selling, and or
10 offering for sale in the United States, and/or importing into the United States,
11 products supplied by Defendants that infringe at least claims 1, 2, 6, 8 through 11,
12 15, 17 through 19, 21 through 26, 28, and 30 of the '778 patent, including but not
13 limited to all aforementioned subcategories of the Accused Products, sold or
14 offered for sale on or after October 16, 2012.

15 66. Upon information and belief, based on the information presently
16 available to West View Research absent discovery, in addition to and/or in the
17 alternative to direct infringement, West View Research alleges Defendants have,
18 since receiving notice of the filing and/or service of the Original Complaint,
19 induced infringement and continue to induce infringement of at least claims 1, 2, 6,
20 8 through 11, 15, 17 through 19, 21 through 26, 28, and 30 of the '778 patent under
21 35 U.S.C. § 271(b).

22 67. Upon information and belief, Defendants have, since receiving notice
23 of the filing of the Original Complaint since at least as early as November 18, 2014
24 (and possibly as early as November 10, 2014), actively, knowingly, and
25 intentionally induced, and continue to actively, knowingly, and intentionally
26 induce, infringement of the '778 patent by making, using, selling, offering for sale,
27 importing, and/or otherwise supplying products including the Accused Products to
28 third parties, with the knowledge and specific intent that such third parties will use,

1 sell, offer for sale, and/or import, products supplied by Defendants, including the
2 Accused Products to directly infringe the '778 patent.

3 68. Upon information and belief, despite Defendants' knowledge of the
4 existence of the '778 patent since at least as early as November 18, 2014 (and
5 possibly as early as November 10, 2014), Defendants continue to encourage,
6 instruct, enable and otherwise aid and abet third parties, including but not limited to
7 Defendants' customers and sales or technical personnel, Defendants' agents,
8 owners, and/or drivers of the Accused Products to use the Accused Products in a
9 manner that directly infringes the '778 patent.

10 69. Upon information and belief, Defendants specifically intended that
11 their customers and sales or technical personnel, Defendants' agents, owners,
12 and/or drivers use the Accused Products in such a way that directly infringes the
13 '778 patent by, at a minimum, advertising, enticing, encouraging, instructing, and
14 aiding and abetting their customers, owners, and/or drivers, through the publication
15 and dissemination of marketing materials, detailed operational manuals, on-line
16 instructional videos, and/or technical assistance related to the Accused Products, to
17 use, sell, offer for sale, and/or import, products supplied by Defendants, including
18 the Accused Products, to directly infringe the '778 patent.

19 70. Upon information and belief, Defendants knew and know that their
20 actions, including but not limited to providing detailed operating manuals, press
21 releases, instructional on-line videos, and other literature, in relation to the Accused
22 Products, would induce, have induced, and continues to induce direct infringement
23 of the '778 patent by third parties, including but not limited to Defendants'
24 customers and sales or technical personnel, Defendants' agents, owners, and/or
25 drivers.

26 71. West View Research has no adequate remedy at law against these acts
27 of patent infringement. Defendants' actions complained of herein are causing
28 irreparable harm and damages to West View Research and will continue to do so

1 unless and until Defendants are permanently enjoined by the Court.

2 72. As a direct and proximate result of the acts of patent infringement by
3 Defendants, West View Research has been damaged and continues to be damaged
4 in an amount not presently known.

5 73. West View Research has incurred and will incur attorneys' fees, costs,
6 and expenses in the prosecution of this action. The circumstances of this dispute
7 create an exceptional case within the meaning of 35 U.S.C. § 285, and West View
8 Research is entitled to recover its reasonable and necessary fees and expenses.

9 **COUNT V**
10 **FOR INFRINGEMENT OF THE '156 PATENT**

11 74. West View Research incorporates paragraphs 1 through 73 by
12 reference as if fully stated herein.

13 75. Defendants have been and are directly infringing literally and/or under
14 the doctrine of equivalents, or indirectly infringing by inducement, at least claims 7,
15 10, 11, 15, 18, 20 through 25, 28, 29, 31, 36 and 37 of the '156 patent.

16 76. Defendants have directly infringed, and continue to directly infringe,
17 either literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. §
18 271(a), by making, using, selling, offering for sale, and/or importing in or into the
19 United States, without authority products that infringe at least claims 7, 10, 11, 15,
20 18, 20 through 25, 28, 29, 31, 36 and 37 of the '156 patent, which products include,
21 but may not be limited to the Navigation/InTouch/Connection Products,
22 NissanConnect Services Products, and NissanConnect Products and/or other
23 Accused Products (the "'156 Accused Products") sold or offered for sale on or after
24 November 22, 2011.

25 77. Third parties, including but not limited to Defendants' customers and
26 sales or technical personnel, Defendants' agents, owners, and/or drivers, have
27 directly infringed, and continue to directly infringe, either literally and/or under the
28 doctrine of equivalents, in violation of 35 U.S.C. § 271(a), by using, selling, and or

1 offering for sale in the United States, and/or importing into the United States,
2 products supplied by Defendants that infringe at least claims 7, 10, 11, 15, 18, 20
3 through 25, 28, 29, 31, 36 and 37 of the '156 patent, which products include, but
4 may not be limited to '156 Accused Products sold or offered for sale on or after
5 November 22, 2011.

6 78. Upon information and belief, based on the information presently
7 available to West View Research absent discovery, in addition to and/or in the
8 alternative to direct infringement, West View Research alleges Defendants have,
9 since receiving notice of the filing and/or service of the Original Complaint,
10 induced infringement and continue to induce infringement of at least claims 7, 10,
11 11, 15, 18, 20 through 25, 28, 29, 31, 36, and 37 of the '156 patent under 35 U.S.C.
12 § 271(b).

13 79. Upon information and belief, Defendants have, since receiving notice
14 of the filing of the Original Complaint since at least as early as November 18, 2014
15 (and possibly as early as November 10, 2014), actively, knowingly, and
16 intentionally induced, and continue to actively, knowingly, and intentionally
17 induce, infringement of the '156 patent by making, using, selling, offering for sale,
18 importing, and/or otherwise supplying products including but not limited to the
19 '156 Accused Products to third parties, with the knowledge and specific intent that
20 such third parties will use, sell, offer for sale, and/or import, products supplied by
21 Defendants, including but not limited to the '156 Accused Products to directly
22 infringe the '156 patent.

23 80. Upon information and belief, despite Defendants' knowledge of the
24 existence of the '156 patent since at least as early as November 18, 2014 (and
25 possibly as early as November 10, 2014), Defendants continue to encourage,
26 instruct, enable and otherwise aid and abet third parties, including but not limited to
27 Defendants' customers and sales or technical personnel, Defendants' agents,
28 owners, and/or drivers, to use products including but not limited to the '156

1 Accused Products in a manner that directly infringes the '156 patent.

2 81. Upon information and belief, Defendants specifically intended that
3 their customers and sales or technical personnel, Defendants' agents, owners,
4 and/or drivers, to use products including but not limited to the '156 Accused
5 Products in such a way that directly infringes the '156 patent by, at a minimum,
6 advertising, enticing, encouraging, instructing, and aiding and abetting their
7 customers, owners, and/or drivers, through the publication and dissemination of
8 marketing materials, detailed operational manuals, on-line instructional videos,
9 and/or technical assistance related to products including but not limited the '156
10 Accused Products, to use, sell, offer for sale, and/or import, products supplied by
11 Defendants, which products include, but may not be limited to the '156 Accused
12 Products, to directly infringe the '156 patent.

13 82. Upon information and belief, Defendants knew and know that their
14 actions, including but not limited to providing detailed operating manuals, press
15 releases, instructional on-line videos, and other literature, in relation to products
16 including but not limited to the '156 Accused Products, would induce, have
17 induced, and continues to induce direct infringement of the '156 patent by third
18 parties, including but not limited to Defendants' customers and sales or technical
19 personnel, Defendants' agents, owners, and/or drivers.

20 83. West View Research has no adequate remedy at law against these acts
21 of patent infringement. Defendants' actions complained of herein are causing
22 irreparable harm and damages to West View Research and will continue to do so
23 unless and until Defendants are permanently enjoined by the Court.

24 84. As a direct and proximate result of the acts of patent infringement by
25 Defendants, West View Research has been damaged and continues to be damaged
26 in an amount not presently known.

27 85. West View Research has incurred and will incur attorneys' fees, costs,
28 and expenses in the prosecution of this action. The circumstances of this dispute

1 create an exceptional case within the meaning of 35 U.S.C. § 285, and West View
2 Research is entitled to recover its reasonable and necessary fees and expenses.

3 **COUNT VI**
4 **FOR INFRINGEMENT OF THE '037 PATENT**

5 86. West View Research incorporates paragraphs 1 through 85 by
6 reference as if fully stated herein.

7 87. Defendants have been and are directly infringing literally and/or under
8 the doctrine of equivalents, at least claims 1, 2, 5, 11, 12, 15 through 22, 24, 28
9 through 30, 32, 33, 35 through 37, 40 through 45, 48, 54 through 59, 62 through 65,
10 67, 68, and 70 through 76 of the '037 patent.

11 88. Defendants have directly infringed, and continue to directly infringe,
12 either literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. §
13 271(a), by making, using, selling, offering for sale, and/or importing in or into the
14 United States, without authority products that infringe at least claims 1, 2, 5, 11, 12,
15 15 through 22, 24, 28 through 30, 32, 33, 35 through 37, 40 through 45, 48, 54
16 through 59, 62 through 65, 67, 68, and 70 through 76 of the '037 patent, which
17 products include, but may not be limited to the Navigation/InTouch/Connection
18 Products, NissanConnect Services Products, and NissanConnect Products and/or
19 other Accused Products (the "'037 Accused Products"), sold or offered for sale on
20 or after May 6, 2014.

21 89. Third parties, including but not limited to Defendants' customers and
22 sales or technical personnel, Defendants' agents, owners, and/or drivers, have
23 directly infringed, and continue to directly infringe, either literally and/or under the
24 doctrine of equivalents, in violation of 35 U.S.C. § 271(a), by using, selling, and or
25 offering for sale in the United States, and/or importing into the United States,
26 products supplied by Defendants that infringe at least claims 1, 2, 5, 11, 12, 15
27 through 22, 24, 28 through 30, 32, 33, 35 and 36 of the '037 patent, which products
28 include, but may not be limited to the '037 Accused Products, sold or offered for

1 sale on or after May 6, 2014.

2 90. Upon information and belief, based on the information presently
3 available to West View Research absent discovery, in addition to and/or in the
4 alternative to direct infringement, West View Research alleges Defendants have,
5 since receiving notice of the filing of the original Complaints in the Related
6 Actions, induced infringement and continue to induce infringement of at least
7 claims 1, 2, 5, 11, 12, 15 through 22, 24, 28 through 30, 32, 33, 35 and 36 of the
8 '037 patent under 35 U.S.C. § 271(b).

9 91. Upon information and belief, Defendants have, since receiving notice
10 of the filing of the original Complaints in the Related Actions, actively, knowingly,
11 and intentionally induced, and continue to actively, knowingly, and intentionally
12 induce, infringement of the '037 patent by making, using, selling, offering for sale,
13 importing, and/or otherwise supplying products including but not limited to the
14 '037 Accused Products to third parties, with the knowledge and specific intent that
15 such third parties will use, sell, offer for sale, and/or import, products supplied by
16 Defendants, including but not limited to the '037 Accused Products to directly
17 infringe the '037 patent.

18 92. Upon information and belief, despite Defendants' knowledge of the
19 existence of the '037 patent since at least as early as the filing and/or service of the
20 original Complaints in the Related Actions, Defendants continue to encourage,
21 instruct, enable and otherwise aid and abet third parties, including but not limited to
22 Defendants' customers and sales or technical personnel, Defendants' agents,
23 owners, and/or drivers to use products, including but not limited to the '037
24 Accused Products in a manner that directly infringes the '037 patent.

25 93. Upon information and belief, Defendants specifically intended that
26 their customers and sales or technical personnel, Defendants' agents, owners,
27 and/or drivers use products, including but not limited to the '037 Accused Products
28 in such a way that directly infringes the '037 patent by, at a minimum, advertising,

1 enticing, encouraging, instructing, and aiding and abetting their customers, owners,
2 and/or drivers, through the publication and dissemination of marketing materials,
3 detailed operational manuals, on-line instructional videos, and/or technical
4 assistance related to products including but not limited to the '037 Accused
5 Products, to use, sell, offer for sale, and/or import, products supplied by
6 Defendants, including but not limited to the '037 Accused Products, to directly
7 infringe the '037 patent.

8 94. Upon information and belief, Defendants knew and know that their
9 actions, including but not limited to providing detailed operating manuals, press
10 releases, instructional on-line videos, and other literature, in relation to products
11 including but not limited to the '037 Accused Products, would induce, have
12 induced, and continues to induce direct infringement of the '037 patent by third
13 parties, including but not limited to Defendants' customers and sales or technical
14 personnel, Defendants' agents, owners, and/or drivers.

15 95. West View Research has no adequate remedy at law against these acts
16 of patent infringement. Defendants' actions complained of herein are causing
17 irreparable harm and damages to West View Research and will continue to do so
18 unless and until Defendants are permanently enjoined by the Court.

19 96. As a direct and proximate result of the acts of patent infringement by
20 Defendants, West View Research has been damaged and continues to be damaged
21 in an amount not presently known.

22 97. West View Research has incurred and will incur attorneys' fees, costs,
23 and expenses in the prosecution of this action. The circumstances of this dispute
24 create an exceptional case within the meaning of 35 U.S.C. § 285, and West View
25 Research is entitled to recover its reasonable and necessary fees and expenses.

26 **PRAYER FOR RELIEF**

27 West View Research respectfully requests that judgment be entered in its
28 favor and against Defendants, and that the Court award the following relief to West

View Research:

A. A judgment in favor of West View Research that Defendants have infringed, directly and/or indirectly, the Patents-in-Suit;

B. A permanent injunction against Defendants, its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement of the Patents-in-Suit, or such other equitable relief the Court determines is warranted;

C. A judgment and order that Defendants account for and pay all damages necessary to adequately compensate West View Research for infringement of the Patents-in-Suit, but in no event less than a reasonable royalty;

D. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285, and awarding West View Research its reasonable attorneys' fees against Defendants;

E. A judgment and order requiring Defendants to provide an accounting and to pay supplemental damages to West View Research, including without limitation, pre-judgment and post-judgment interest; and

F. Any and all other relief to which West View Research may be entitled.

JURY DEMAND

West View Research hereby respectfully demands trial by jury of all issues so triable.

Dated: June 19, 2015

Respectfully submitted,
GAZDZINSKI & ASSOCIATES, PC

/s/ Adam Garson
By: ADAM GARSON
JOSH EMORY
FREDERIC G. LUDWIG, III
Attorneys for Plaintiff
WEST VIEW RESEARCH, LLC