UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA

CONTINENTAL AUTOMOTIVE SYSTEMS INC.,	
Plaintiff,	
v.	Case No. 2:16-CV-226 (RAJ)
HAMATON AUTOMOTIVE TECHNOLOGY CO. LTD. and JOHNDOW INDUSTRIES INC.,	JURY TRIAL DEMANDED
Defendants.	

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Continental Automotive Systems Inc. ("Continental") alleges the following for its complaint of patent infringement against Defendants Hamaton Automotive Technology Co. Ltd. ("Hamaton") and JohnDow Industries Inc. ("JohnDow") (collectively, "Defendants"):

NATURE OF THE ACTION

1. This is an action for patent infringement arising under the laws of the United States, Title Thirty-Five, Section 271 of the United States Code, *et seq.* (the "Federal Patent Statute"), seeking damages and injunctive and other relief. After years of intensive research and development, Continental developed the first pre-programmed universal tire pressure monitoring system ("TPMS") transmitter. Previously, TPMS transmitters, which are embedded in automobile tires and wirelessly transmit data regarding tire pressure to a receiver in the vehicle, were programmed to transmit data in the specific protocol required by the vehicle manufacturer. As TPMS systems became commonplace, the number of different communication protocols grew, making it impractical and costly for tire retailers to replace tires. Continental solved this problem by developing a TPMS transmitter that sends a burst of information relaying tire pressure data in multiple different protocols over specific intervals and is thereby capable of communicating with receivers in a variety of different vehicle makes and models without any need for programming—to use Continental's slogan, it is "ready right out of the box."[1] Continental spent years and millions on research and development and patented this technology. And this technology is incorporated into Continental's popular REDI-Sensor, which is sold throughout the country. Now

[1] *See* https://www.redi-sensor.com (last accessed on May 2, 2016).

Continental is informed and believes that Hamaton, through its distributor JohnDow and others, sells TPMS transmitters marketed as universal "right out of the box" and capable of communicating in different protocols contemporaneously, just like the REDI-Sensor. Despite written notice of their patent infringement, Hamaton and JohnDow have refused to stop selling such infringing products. Continental is thus forced to bring this lawsuit to protect its multi-million dollar R&D investment and resulting hard-earned intellectual property rights.

THE PARTIES

2. Continental is a Delaware corporation with its principal place of business at One Continental Drive, Auburn Hills, Michigan 48326. Continental invests millions of dollars to develop, manufacture, sell, and is a leading innovator, of tire products and equipment, including the REDI-Sensor, the first universal "ready right out of the box" TMPS transmitter capable of working with a variety of vehicle makes and models with no need for programming.

3. Continental is informed and believes that Hamaton is a Chinese corporation with its principal place of business at No. 12 East Zhenxiong Road, Linping, Hangzhou, Zhejiang, China.

4. JohnDow is an Ohio corporation with its principal place of business at 151 Snyder Avenue, Barberton, Ohio 44203.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this action pursuant to Title 28, Sections 1331 and 1338(a) of the United States Code because this action arises under the Federal Patent Statute.

6. This Court has personal jurisdiction over the Defendants at least because, Continental is informed and believes, Defendants transact business in the State of Virginia and in this Judicial District, as well as throughout the United States, directly or through intermediaries, including by (i) conducting at least a portion of the infringement alleged herein, or (ii) regularly doing or soliciting business in Virginia, maintaining continuous and systematic contacts in Virginia, purposefully availing itself of the privileges of doing business in Virginia, or deriving substantial revenue from goods or services provided to individuals in Virginia, or some combination of the foregoing.

7. Venue is proper in this Judicial District under Title Twenty-Eight, Sections 1391 and 1400(b) of the United States Code at least because, Continental is informed and believes, Defendants have transacted business in this Judicial District, and Defendants have committed and continue to commit acts of patent infringement in this Judicial District as alleged herein.

8. Joinder of Continental's claims against Hamaton and JohnDow is permissible under Title Thirty-Five, Section 299 of the United States Code because Continental is seeking to hold Defendants jointly and severally liable for infringement of the asserted patents, and the claims against each Defendant arise out of the same transaction, occurrence, or series of transactions relating to the making, using, importing, offering for sale, or selling of the same accused products, and questions of fact common to both Defendants will arise in this action.

THE PATENTS IN SUIT

9. United States Patent Number 8,576,060 (the " '060 Patent"), entitled "Protocol Arrangement in a Tire Pressure Monitoring System," was duly and lawfully

issued by the United States Patent and Trademark Office ("PTO") on November 5, 2013. Continental is the owner by assignment of the entire right, title, and interest in and to the '060 patent, including the sole and undivided right to sue for infringement. Exhibit 1 is a true and correct copy of the '060 Patent.

10. The '060 Patent describes and claims, among other things, a TPMS transmitter configured to transmit a signal including a burst that includes a plurality of frames and each of the frames includes tire pressure monitoring information such that the TPMS transmitter can communicate with various receivers with no need for programming.

11. United States Patent Number 8,742,914 (the " '914 Patent"), entitled "Tire Pressure Monitoring Apparatus and Method," was duly and lawfully issued by the PTO on June 3, 2014. Continental is the owner by assignment of the entire right, title, and interest in and to the '914 Patent, including the sole and undivided right to sue for infringement. Exhibit 2 is a true and correct copy of the '914 Patent.

12. The '914 Patent describes and claims, among other things, a TPMS transmitter that, by execution of a control program, transmits tire pressure information according to each of a plurality of communications formats which are incorporated into the control program. The control program can change the various vehicle manufacturers' communication protocols contained in the burst to improve reliability and prevent tampering.

BACKGROUND OF THE DISPUTE

Proliferation of Tire Pressure Monitoring Systems

13. Since their introduction in the early 1990s, Tire Pressure Monitoring Systems have now become a ubiquitous feature in cars throughout the world. In 2000, Congress

passed the Transportation Recall Enhancement Accountability and Documentation ("TREAD") Act which required all vehicles to have TPMS by 2007, after investigation into the failures of numerous Firestone tires revealed that many drivers fail to monitor tire pressure or ensure their tires are adequately inflated.

14. Tire Pressure Monitoring Systems operate by using a transmitter located inside the tire, which monitors the tire's pressure and, in some cases, related information such as temperature. Because tires move constantly, the TPMS transmitter must transmit tire pressure information wirelessly to a receiver mounted in the vehicle, which then displays the information to the user. In order to prevent confusion with other wireless signals, vehicle manufacturers design TPMS receivers to respond only to signals transmitted in accordance with a specific communication protocol. Among other things, communication protocols require that the signals be in a certain format with information presented in a certain order, include certain redundancies, be repeated at certain intervals, be transmitted at certain radio frequencies, and encode the information either by frequency modulation or amplitude modulation. These communication protocols are unique to specific vehicle makes and models.

15. TPMS transmitters are also subject to regulation by the Federal Communications Commission ("FCC") because their transmissions are wireless radio signals. Among other things, FCC regulations require TPMS transmitters to broadcast only in specific frequencies and only during specific periods of time.

16. As TPMS became more widespread, the number of communication protocols proliferated. This imposed a burden on tire retailers—Continental's customers—who had to separately purchase specific TPMS transmitters from vehicle manufacturers. Some

companies tried to solve this problem by manufacturing programmable TPMS transmitters which could be sold with their tires and later programmed to transmit in the communication protocol used by the specific vehicle on which the tires are ultimately mounted. But this method still required retailers and service centers to obtain vehicle-specific protocols and program the TMPS transmitters to transmit those protocols, a cumbersome and costly task.

17. In 2012, after years and millions of dollars in research and development, Continental began marketing its REDI-Sensor, the first "ready right out of the box" TPMS transmitter capable of working with any of a range of vehicles with no need for programming. This was because the REDI-Sensor utilized the multiprotocol burst technology patented in the '060 and '914 Patents to transmit multiple frames of data, each in different communication protocols, at specific intervals designed to be interpretable under the protocols of numerous manufacturers.

18. Shortly after the REDI-Sensor debuted, Continental was sued by Schrader Electronics Inc. ("Schrader") for infringement of United States Patent Number 7,518,495 (the " '495 Patent"). The '495 Patent claimed, among other things, a universal TPMS transmitter that could use any of a plurality of communication protocols to communicate with a receiver. But the '495 Patent failed to specify how the claimed transmitter could transmit information in all protocols simultaneously while still complying with the manufacturers' requirements to repeat certain transmissions at certain intervals, to send certain transmissions at different frequencies, or the federal regulations limiting the amount of time each transmission can last. Indeed, one of the inventors testified that a universal TPMS transmitter "was kind of a radical suggestion" at the time and seemed "really hard" or "almost ridiculous" because of "all this problems [*sic*] with . . . battery and, getting

around FCC regulations" and wondered "could you even do it." Ex. 3 at 43. As a result, Continental sought, and obtained, invalidation of this portion of the '495 Patent on the ground it failed to provide sufficient detail to enable a person of ordinary skill in the art to develop the claimed invention. Exhibit 3 is a true and correct copy of the district court's June 17, 2014, order in *Schrader Electronics v. Continental Automotive Systems*, 2:12-CV-10175-SJM-MJH (E.D. Mich.) invalidating portions of the '495 Patent.[2]

19. The invalidation of Schrader's '495 Patent further goes to show that only Continental was able to unlock the secret to a universal TPMS transmitter requiring no programming.

Defendants' Infringing Products

20. Hamaton makes, uses, sells, offers for sale, imports, or provides TPMS transmitters, including transmitters marketed as being capable of communicating in multiple communication protocols with no need for programming including sensors sold under the brand names "31 Inc. Multi-pro" and "JohnDow Dynamic DVT-Sensors" (collectively, the "Multiprotocol Sensors"). By way of example, the JohnDow Dynamic DVT-Sensor model number DVT-1002H is marketed as being capable of communicating with receivers in Ford and Chrysler vehicles with no need for programming.

21. JohnDow makes, uses, offers for sale, imports, or provides TPMS transmitters, including transmitters marketed as being capable of communicating in multiple communication protocols with no need for programming including the JohnDow Dynamic DVT-Sensors.

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[2] The district court's order invalidating portions of the '495 Patent was initially filed under seal, but later unsealed on joint motion of the parties. *See* Doc. 139, *Schrader Electronics v. Continental Automotive Systems*, 2:12-CV-10175-SJM-MJH (E.D. Mich. Oct. 21, 2014).

22. Defendants market the Multiprotocol Sensors as being universal and requiring no programming to operate with a wide variety of vehicles. In particular, JohnDow markets the DVT sensors as follows (highlighting added):

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Dynamic DVT SENSOR
Dual Valve Technology

DVT-Sensors

- Dual Valve Technology
- Installs right out of the box
- Works with all TPMS scan tools
- Saves time
- Saves money
- Reduces inventory
- Increases shop productivity and profits

DVT – Dual Valve Technology
Multi-Vehicle-Application Sensors

DVT-Sensors are designed to work with either a rubber snap-in valve stem or the metal clamp-in valve stem. The technology makes the DVT-Sensor very versatile. It's easy to match the valve style on TPMS equipped vehicles without requiring an additional part number. Just remove the DVT snap-in or clamp-in stem and replace it with the required valve.

DVT-Sensors for domestic applications are supplied with the rubber snap-in valve stem. Asian and European applications are supplied with the metal clamp-in valve stem.

DVT-Sensors provide over 95% coverage for Domestic, Asian and some European cars and light trucks.

Multi-Vehicle Applications

DVT-sensors have the ability to work on more than one vehicle application. Each DVT-Sensor contains multiple vehicle protocols which provide a wider range of coverage. One DVT-Sensor can replace many OEM sensors.

Part No.	MHz	Multi-Vehicle Application	DVT Valve
DVT-1000	315 MHz	2005-06 Chevy, GMC, Hummer	DVT-CV-1
DVT-1001H	315 MHz	GM	DVT-SV-1
DVT-1002H	315 MHz	Ford/Chrysler	DVT-SV-1
DVT-1003A	433 MHz	Ford/Chrysler	DVT-SV-1
DVT-1004A	315 MHz	Toyota/Nissan	DVT-CV-1
DVT-1005	315 MHz	Honda/Toyota	DVT-CV-1
DVT-1006	315 MHz	Hyundai/Kia	DVT-CV-1
DVT-1007	315 MHz	Audi/Mercedes/Subaru/ VW/Volvo	DVT-SV-1

ALWAYS complete the vehicle relearn procedure when replacing a TPMS sensor or servicing TPMS.

DVT Valves and Accessories

DVT-SV-1

Snap-in Valve for DVT-Sensors.
Includes S7 nut and cap. Box of 4.

DVT-CV-1

Clamp-in Valve for DVT-Sensors.
Includes nut, grommet, cap and T10 screw. Box of 4.

www.dynamicTPMS.com

Exhibit 4 is a true and correct copy of JohnDow's marketing materials for the DVT-Sensors.

23. Hamaton likewise represents that its products require no programming (highlighting added):

Multi-Vehicle-Application Pro-Sensor

1 Seven sensors providing brand-to-brand coverage

2 No programming(pre-programmed)-install right out of the box just like an OE sensor

3 Can be triggered, read and relearned by all major TPMS scan tools like Bartec,ATEQ,OTC and Snap-On

4 Designed and tested to OEM requirements and meet all OEM standards

5 Dual valve technology - uses snap-in or clamp-in valve depending on your choice, and patented Hamaton

6 Patented design for the sensor, no conflict with other company's patents

Exhibit 5 is a true and correct copy of a page of Hamaton's website marketing its Multiprotocol sensors.

24. Defendants advertise, offer for sale, or otherwise promote their Multiprotocol Sensors at industry trade shows including at the November 3–5, 2015, Automotive Aftermarket Products Expo in Las Vegas, Nevada. Exhibit 6 is a true copy of JohnDow's

press release announcing its attendance at AAPEX. Despite Continental's demand, Continental is informed and believes that Defendants will continue to sell and offer for sale their Multiprotocol Sensor products at industry tradeshows unless they are enjoined from infringement.

NOTICE TO THE DEFENDANTS

25. Continental complies with the marking requirements of Title 35, Section 287(a) of the United States Code.

26. On November 4, 2015, Continental sent letters to Hamaton, JohnDow, and 31 Inc., another seller of Multiprotocol Sensors, specifically charging the Multiprotocol Sensors with infringement of the '060 and '914 Patents. Exhibit 7 is a true and correct copy of the letter delivered to Hamaton. Exhibit 8 is a true and correct copy of the letter delivered to JohnDow.

27. In response, 31 Inc. agreed to immediately stop selling any of the accused Multiprotocol Sensors. But Hamaton and JohnDow refused to cease their infringing activities.

COUNT 1: INFRINGEMENT OF THE '060 PATENT
Against All Defendants

28. The allegations of the preceding paragraphs 1–27 are repeated, realleged, and incorporated herein by reference as if fully set forth herein.

29. Defendants, in violation of Title Thirty-Five, Section 271(a) of the United States Code ("Section 271(a)"), have been and are currently directly infringing, literally or under the doctrine of equivalents, at least claim 1 of the '060 Patent by making, using, selling, offering to sell, or importing, without license or authority, the Multiprotocol Sensors within this Judicial District or elsewhere in the United States.

30. Claim 1 of the '060 Patent recites as follows:

> 1. An apparatus for transmitting tire pressure signals, the apparatus comprising:
>
> a transmission buffer configured to store tire pressure monitoring information;
>
> a transmitter configured with a control program to transmit a signal including the tire pressure monitoring information, the signal comprising:
>
> a customizable burst that includes a plurality of frames, each of the frames including tire pressure monitoring information and wherein portions of the burst can be utilized by multiple types of receivers;
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> a plurality of pause spaces disposed between at least some of the frames in the burst;
>
> wherein characteristics of the frames in the burst are selected based at least in part upon one or more of: a government standard, an industry requirement, a receiver requirement, a periodicity requirement, and a power requirement, wherein the characteristics of the frames in the burst cannot be changed without the control program being entirely re-programmed.

31. Continental is informed and believed that Defendants' Multiprotocol Sensors are apparatuses for transmitting tire pressure signals, each comprising a transmission buffer configured to store tire pressure monitoring information and a transmitter configured with control programs to transmit signals including the tire pressure monitoring information. Continentanl is informed and believes that the transmitted signals, in turn, comprise a customizable burst that includes a plurality of frames, each of the frames including tire pressure monitoring information and wherein portions of the burst can be utilized by multiple types of receivers and with a plurality of pause spaces disposed between at least some of the frames in the burst. Continental is informed and believes that the characteristics of the frames in the bursts transmitted by the Defendants' Multiprotocol Sensors are selected

based at least in part upon one or more of: a government standard, an industry requirement, and a power requirement and that the characteristics of the frames in the burst cannot be changed without the control program being entirely re-progammed.

32. Continental is informed and believes that, with knowledge of the '060 Patent, Defendants, in violation of Title Thirty-Five, Section 271(b) of the United States Code ("Section 271(b)"), have actively and continue to induce the direct infringement of at least claim 1 of the '060 Patent by their customers or end users of the Multiprotocol Sensors by selling, providing support for, providing instructions for use of, or otherwise encouraging customers or end-users to directly infringe, either literally or under the doctrine of equivalents, at least claim 1 of the '060 Patent, with the intent to encourage those customers or end-users to infringe the '060 Patent.

33. Continental is informed and believes that, as a result of Defendants' inducement, Defendants' customers and end-users have used, and continue to use, the Multiprotocol Sensors to transmit tire pressure and related information in multiple communication protocols contemporaneously by using multiprotocol frames and/or bursts, in direct infringement, literally or under the doctrine of equivalents of at least claim 1 of the '060 Patent.

34. By way of example, Defendants actively induce infringement of the '060 Patent by supporting, installing, maintaining, providing instructions or otherwise encouraging the use of the Multiprotocol Sensors in ways that directly infringe at least claim 1 of the '060 Patent. Defendants also actively induce infringement of the '060 Patent by selling, offering for sale, or otherwise promoting the Multiprotocol Sensors to customers and potential customers at industry trade shows, including at the AAPEX trade show, and

through promotional brochures made publicly available on their respective websites, as alleged herein. Continental is informed and believes that Defendants have actual knowledge of their customers' direct infringement and that Defendants' actions induced direct infringement at least by virtue of their sales, promotion, instruction, or knowledge of installation of the Multiprotocol Sensors.

35. Continental is informed and believes that, with knowledge of the '060 Patent, Defendants, in violation of Title Thirty-Five, Section 271(c) of the United States Code ("Section 271(c)"), have contributed to, and are contributing to, direct infringement either literally or under the doctrine of equivalents, at least claim 1 of the '060 Patent by its customers and end-users by selling of their Multiprotocol Sensors in the United States, knowing that such products are material to practicing the claimed inventions, are not staple articles or commodities of commerce suitable for substantial non-infringing use by virtue of their design, configuration, and functionality for transmitting tire pressure and related information in multiple communication protocols contemporaneously by using multiprotocol bursts, and are especially made or especially adapted for use in an infringement of the '060 Patent when used for their normal and intended purpose. This is evidenced by, among other things, the marketing of the Multiprotocol Sensors, in which Defendants claim they are ready "right out of the box," or need no programming, to communicate with a variety of receivers in different vehicle makes and models, as evidenced by Exhibits 4 and 5 and the allegations above. Continental is informed and believes that Defendants had actual knowledge of their customers' direct infringement and that Defendants' actions contributed to direct infringement at least by virtue of its sales, promotion, instruction, or knowledge of the installation of their Multiprotocol Sensors.

36. Defendants' actions as alleged herein are without right, license, or permission under the '060 Patent from Continental.

37. Continental is informed and believes that Defendants have willfully, deliberately, and intentionally infringed the '060 Patent.

38. Continental is informed and believes that Defendants will continue to infringe the '060 Patent unless and until they are enjoined by this Court.

39. Defendants, by way of their infringing activities, have caused and continue to cause Continental to suffer damages in an amount to be determined, and have caused and are causing Continental irreparable harm. Continental has no adequate remedy at law against Defendants' acts of infringement and, unless Defendants are enjoined from their infringement of the '060 Patent, Continental will continue to suffer irreparable harm.

40. Continental is entitled to recover from Defendants the damages at least in an amount adequate to compensate for such infringement, which amount has yet to be determined, together with interest and costs fixed by the Court.

COUNT 2: INFRINGEMENT OF THE '914 PATENT
Against All Defendants

41. The allegations of the preceding paragraphs 1–40 are repeated, realleged, and incorporated herein by reference as if fully set forth herein.

42. Defendants, in violation of Section 271(a), have been and are currently directly infringing, literally or under the doctrine of equivalents, at least claim 9 of the '914 Patent by making, using, selling, offering to sell, or importing, without license or authority, the Multiprotocol Sensors within this Judicial District or elsewhere in the United States.

43. Claim 9 of the '914 Patent recites as follows:

9. An apparatus for sensing tire pressure information, the apparatus comprising:

a sensing device that is configured to sense tire pressure information of a tire;

a transmission buffer communicatively coupled to the sensing devices, the buffer configured to store the sensed tire pressure information;

a transmitter coupled to the transmission buffer;

a memory, the memory storing a control program;

a processor, the processor communicatively coupled to the sensing device, the transmitter, the memory, and the transmission buffer, the processor configured to execute the control program stored in the memory, execution of the control program effective to transmit a burst having a burst pattern from the transmission buffer to an external receiver via the transmitter, the burst comprising the tire pressure information according to a plurality of communications formats for a plurality of automobile manufacturers, the burst pattern being incorporated into the control program and not associated with a manufacturers code, and wherein compilations of the control program that are associated with the modifications to the burst pattern are made only by a manufacturer such that unauthorized tampering with the burst pattern is discouraged.

44. Continental is informed and believes that Defendants' Multiprotocol Sensors are apparatuses for sensing tire pressure information, each comprising a sensing device configured to sense tire pressure information; a transmission buffer communicatively coupled to the sensing devices, the buffer configured to store the sensed tire pressure information; a transmitter coupled to the transmission buffers; memory which stores a control program; and a processor, communicatively coupled to the sensing device, the transmitter, the memory, and the transmission buffer. Continental is informed and believes that the processor, in turn, is configured to execute a control program effective to transmit a burst, which has a burst pattern, from the transmission buffer to an external receiver via the transmitter, the burst comprising the tire pressure information according to a plurality of

communications formats for a plurality of automobile manufacturers, the burst pattern being incorporated into the control program and not associated with a manufacturers code. Continental is informed and believes that compilations of the control program operating on Defendants' Multiprotocol Sensors that are associated with the modifications to the burst pattern are made only by a manufacturer such that unauthorized tampering with the burst pattern is discouraged.

45. Continental is informed and believes that, with knowledge of the '914 Patent, Defendants, in violation Section 271(b), have actively and continue to induce the direct infringement of at least claim 9 of the '914 Patent by their customers or end users of the Multiprotocol Sensors by selling, providing support for, providing instructions for use of, or otherwise encouraging customers or end-users to directly infringe, either literally or under the doctrine of equivalents, at least claim 9 of the '914 Patent, with the intent to encourage those customers or end-users to infringe the '914 Patent.

46. Continental is informed and believes that, as a result of Defendants' inducement, Defendants' customers and end-users have used, and continue to use, the Multiprotocol Sensors to transmit tire pressure and related information in multiple communication protocols contemporaneously by using multiprotocol frames and/or bursts, with the selection of communication protocols in such bursts determined by a control program, in direct infringement, literally or under the doctrine of equivalents of at least claim 9 of the '914 Patent.

47. By way of example, Defendants actively induce infringement of the '914 Patent by supporting, installing, maintaining, providing instructions or otherwise encouraging the use of the Multiprotocol Sensors in ways that directly infringe at least claim

9 of the '914 Patent. Defendants also actively induce infringement of the '914 Patent by selling, offering for sale, or otherwise promoting the Multiprotocol Sensors to customers and potential customers at industry trade shows, including at AAPEX trade show, and through promotional brochures made publicly available on their respective websites, as alleged herein. Continental is informed and believes that Defendants have actual knowledge of their customers' direct infringement and that Defendants' actions induced direct infringement at least by virtue of their sales, promotion, instruction, or knowledge of installation of the Multiprotocol Sensors.

48. Continental is informed and believes that, with knowledge of the '914 Patent, Defendants, in violation of Section 271(c), have contributed to, and are contributing to, direct infringement either literally or under the doctrine of equivalents, at least claim 9 of the '914 Patent by its customers and end-users by selling of their Multiprotocol Sensors in the United States, knowing that such products are material to practicing the claimed inventions, are not staple articles or commodities of commerce suitable for substantial non-infringing use by virtue of their design, configuration, and functionality transmit tire pressure and related information in multiple communication protocols contemporaneously by using multiprotocol bursts, with the selection of communication protocols in such bursts determined by a control program, and are especially made or especially adapted for use in an infringement of the '914 Patent when used for their normal and intended purpose. This is evidenced by, among other things, the marketing of the Multiprotocol Sensors, in which Defendants claim they are ready "right out of the box," or need no programming, to communicate with a variety of receivers in different vehicle makes and models, as evidenced by Exhibits 4 and 5 and the allegations above. Continental is informed and believes that

Defendants had actual knowledge of their customers' direct infringement and that Defendants' actions contributed to direct infringement at least by virtue of its sales, promotion, instruction, or knowledge of the installation of their Multiprotocol Sensors.

49. Defendants' actions as alleged herein are without right, license, or permission under the '914 Patent from Continental.

50. Continental is informed and believes that Defendants have willfully, deliberately, and intentionally infringed the '914 Patent.

51. Continental is informed and believes that Defendants will continue to infringe the '914 Patent unless and until they are enjoined by this Court.

52. Defendants, by way of their infringing activities, have caused and continue to cause Continental to suffer damages in an amount to be determined, and have caused and are causing Continental irreparable harm. Continental has no adequate remedy at law against Defendants' acts of infringement and, unless Defendants are enjoined from their infringement of the '914 Patent, Continental will continue to suffer irreparable harm.

53. Continental is entitled to recover from Defendants the damages at least in an amount adequate to compensate for such infringement, which amount has yet to be determined, together with interest and costs fixed by the Court.

PRAYER FOR RELIEF

WHEREFORE, Continental respectfully requests the following relief:

A. A judgment that Defendants have directly and indirectly infringed the '060 Patent and the '914 Patent;

B. A preliminary and permanent injunction restraining and enjoining Defendants and their officers, agents, employees, affiliates, and all others acting in concert

or privity with any of them from infringing, inducing the infringement of, or contributing to the infringement of the '060 Patent and the '914 Patent;

C. An award of damages to Continental arising from Defendants' past and continuing infringement, inducement of infringement, and contributory infringement up until the date Defendants are finally and permanently enjoined from further infringement, including compensatory damages;

D. A determination that Defendants' infringement of the '060 Patent and the '914 Patent has been willful, and an award of treble damages under Title-Thirty Five, Section 284 of the United States Code;

E. A determination that this is an exceptional case and awarding Continental's attorney fees under Title Thirty Five, Section 285 of the United States Code;

F. An order awarding Continental costs and expenses in this action;

G. An order awarding Continental pre- and post-judgment interest on its damages; and

H. Such other and further relief in law or in equity as this Court deems just and proper.

JURY DEMAND

Pursuant to Rule Thirty-Eight of the Federal Rules of Civil Procedure, Continental requests a trial by jury of any and all issues so triable.

Respectfully submitted,

Dated: May 6, 2016

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**Pro hac vice application pending*