

in this judicial district. Blitzsafe is the owner of all right, title, and interest in and to U.S. Patent No. 7,489,786 and U.S. Patent No. 8,155,342.

2. Upon information and belief, Defendant Tata Motors Ltd. is an Indian multinational automotive manufacturing company with a place of business at Bombay House, 24 Homi Mody Street, Mumbai, India 400 001.

3. Upon information and belief, Defendant Jaguar Land Rover Limited is a British corporation with a place of business at Abbey Road, Whitley, Coventry, CV3 4LF, United Kingdom. On information and belief, Jaguar Land Rover Ltd. does business, itself, or through its subsidiaries and affiliates, in the State of Texas and the Eastern District of Texas.

4. Upon information and belief, Defendant Jaguar Land Rover North America, LLC (“JLRNA”) is a Delaware corporation with a place of business at 555 MacArthur Blvd., Mahwah, NJ 07430, and may be served with process through its registered agent, Corporation Service Company, 2711 Centerville Rd., Suite 400, Wilmington, DE 19808. Upon information and belief, JLRNA distributes, markets, sells, and services Jaguar and Land Rover-branded vehicles, and related parts and accessories throughout the United States.

5. Upon information and belief, JLRNA is registered to do business in Texas with the Secretary of State. The Texas Business Organizations Code (Bus. Org. § 9.001) requires all entities formed outside of the State of Texas to complete such registration in order to “transact business” in Texas. Upon information and belief, JLRNA is registered as a taxable entity with the Texas Comptroller of Public Accountants in connection with its marketing, distribution, and technical support of Jaguar and Land Rover-branded vehicles through its relationship with Jaguar Land Rover dealerships.

6. JLRNA engages in sales of products that infringe the patents-in-suit to the Jaguar Land Rover dealership in Frisco, Texas. Upon information and belief, JLRNA engages in marketing activities that promote the sale of Jaguar and Land Rover-branded products to customers and/or potential customers located in Texas and in the Eastern District of Texas.

7. Upon information and belief, JLRNA employees work with the Jaguar Land Rover dealership in this District on issues related to sales, marketing, technical training, and the service of parts and accessories. Upon information and belief, JLRNA reimburses these employees for travel and personal expenses related to their job responsibilities.

8. Upon information and belief, the Jaguar Land Rover dealer located within the Eastern District of Texas has executed dealer agreements with JLRNA. Upon information and belief, these dealer agreements set forth Jaguar Land Rover Franchise Standards and other requirements enumerated by Defendants that dealers must comply with. Upon information and belief, these standards and requirements are directed to at least the dealership facility, space, appearance, layout, and equipment.

9. Upon information and belief, JLRNA regularly, continuously, and systematically provides support to and control over the Jaguar Land Rover dealership located in the Eastern District of Texas. Upon information and belief, JLRNA employees regularly and systematically work at the Jaguar Land Rover dealership in this District to educate dealership employees regarding features of the Jaguar and Land Rover accused products sold in this judicial district, including but not limited to features regarding audio and multimedia integration systems. Upon information and belief, various positions at JLRNA require working at the dealerships in this District.

10. Upon information and belief, JLRNA employees regularly travel to the Jaguar Land Rover dealership in this district in order to provide support to and exercise control over the sales, marketing, and service of Jaguar and Land Rover automobiles in this District. As one example of JLRNA's support to and control over the dealerships, upon information and belief, JLRNA employees travel to the dealership located in this District to provide training to service technicians employed by such dealership. Upon information and belief, JLRNA employs Regional Technical Managers who "work[] with retailer management to actively develop a customer-focused culture, which delivers high levels of customer loyalty and advocacy," "monitor[] the performance of the Retailer's Workshop against targets, using a wide range of JLR reports and tools," "work[] with Retailers to review data on customer satisfaction," "guide[] Retailer Management to Improve Performance through analysis of Repeat Repair, Quality Check and Red Flag Metrics," "coach[] and support[] retailer managers to ensure approved Tooling and Diagnostic Equipment is available and maintained in line with JLR Standards to ensure correct Diagnostics and Repair," "compile[] a report to communicate improvement opportunities to Retailer with closure plans and responsibilities for each concern raised," "assess[] Workshop and standards against JLR Franchise Standards, DSAT and Retailer Technical Assessment Process and implements in conjunction with retailer management any corrective actions required," "guide[] Managers to develop the capability and performance of their workshop teams; ensures that the Retailer is fully compliant with JLR competency and training requirements," "work[] with retailers to review the outcomes from Retailer Standards Audits and implement any corrective action which is required," "communicate[] and support[] retailers to implement key JLR Workshop indicatives and technologies (e.g. EVHC, new diagnostic tools) which are being rolled out by the NSC/Importer," "provide[] coaching to workshop teams to support specific

initiatives (e.g. use of systems such as TOPix, DDW and SDD),” and “support[] Retailer in the discussions of complex technical situations with Customer.” *See* Exhibit A.¹ This position and similar positions at JLRNA require domestic travel, upon information and belief, to the dealership in this district.

11. Upon information and belief, while Defendants’ employees are working at dealerships in this District, they have access to communication devices (cell phones, laptops, etc.) provided by Defendants on which they conduct business on behalf of Defendants. Upon information and belief, Defendants’ employees have access to their JLRNA e-mail accounts while they are present in dealerships in this District.

12. Upon information and belief, through its exclusive agents, instrumentalities and representatives, JLRNA provides new car warranty service within the district on the infringing products. Upon information and belief, JLRNA warrants to the original and each subsequent owner of new Jaguar and Land Rover vehicles that any authorized Jaguar Land Rover dealer will make any repairs or replacements necessary to correct defects in material or workmanship arising during the warranty period. Upon information and belief, all such warranty work is paid for by JLRNA. Upon information and belief, there is at least one authorized Jaguar Land Rover dealer in the Eastern District of Texas, at the service department at Land Rover Frisco. Upon information and belief, service technicians employed at this dealership participate in JLRNA-sponsored training programs, workshops, schools, and events.

13. Upon information and belief, JLRNA provides Passport to Service Booklets (“Booklets”) to Jaguar and Land Rover customers, including those customers that purchase

¹ *Available at* <https://chk.tbe.taleo.net/chk06/ats/careers/requisition.jsp?org=JAGUARLANDROVER&cws=6&rid=732>

Jaguar and Land Rover vehicles in the Eastern District of Texas. The Booklets direct questions regarding warranty rights and responsibilities to JLRNA's Customer Relationship Center. Upon information and belief, the Booklets direct customers, including those customers that purchase Jaguar and Land Rover vehicles in the Eastern District of Texas, to provide direct, written notification of any alleged unrepaired defects or malfunctions and service difficulties to JLRNA's Customer Relationship Center, including notifications under applicable state laws.

14. Upon information and belief, the Jaguar Land Rover dealership located within this district is JLRNA's exclusive agent, instrumentality, and representative within this judicial district for the provision within this District of all new warranty service for Jaguar and Land Rover vehicles sold both within the district and outside the district. Upon information and belief, if a Jaguar or Land Rover customer located within this District needs to have new car warranty repairs performed within this District, Defendants require the Jaguar or Land Rover customer to have the work performed at the authorized Jaguar Land Rover dealer within this District.

15. Upon information and belief, the technicians employed by JLRNA, including those that reside in this District, provide direct supervision and assistance within this District on a regular, ongoing, and continuous basis in connection with warranty repairs being performed within the district.

16. Upon information and belief, one or more Defendants regularly engage in marketing activities that promote the sale of Jaguar and Land Rover-branded products to customers and/or potential customers located in Texas and in the Eastern District of Texas. Upon information and belief, Defendants maintain interactive commercial websites, accessible to residents of Texas and the Eastern District of Texas, through which Defendants promote their products that infringe the patents-in-suit. Upon information and belief, these interactive

commercial websites direct customers as to where to buy Jaguar and Land Rover-branded vehicles with accused products, including the Jaguar Land Rover dealership within the Eastern District of Texas. Defendants' interactive commercial websites also have submission forms that allow customers to schedule test drives with the dealer in this District and view inventory at the dealer in this District. Defendants' interactive websites also provide service and care information, and materials about Defendants' products, including the accused products, such as "how to videos," guides, and manuals. Upon information and belief, Defendants attempt to sell their branded vehicles within the District, which include the infringing products, by causing advertisements for their vehicles to appear on television and radio programs broadcast into the District and in local newspapers distributed within the District.

17. Upon information and belief, Jaguar Land Rover Ltd. owns Jaguar Land Rover trademarks in the United States.

JURISDICTION AND VENUE

18. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.* This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

19. This Court has personal jurisdiction over Defendants. Defendants conduct business and have committed acts of patent infringement and/or have induced acts of patent infringement by others in this judicial district and/or have contributed to patent infringement by others in this judicial district, the State of Texas, and elsewhere in the United States.

20. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1400(b) because, among other things, Defendants are subject to personal jurisdiction in this judicial district, Defendants have a regular and established place of business in this judicial district, have

purposely transacted business involving the accused products in this judicial district, including sale to one or more customers in Texas, and certain of the acts complained of herein occurred in this judicial district.

21. Defendants are subject to this Court's jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to its substantial business in this State and judicial district, including (a) at least part of its past infringing activities, (b) regularly doing or soliciting business in Texas, and/or (c) engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Texas.

PATENTS-IN-SUIT

22. On February 10, 2009, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 7,489,786 (the "786 Patent") entitled "Audio Device Integration System."

23. On April 10, 2012, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 8,155,342 (the "342 Patent") entitled "Multimedia Device Integration System."

FACTUAL ALLEGATIONS

24. The patents-in-suit generally cover systems for integrating third-party audio devices and multimedia devices with a car stereo.

25. Plaintiff has complied with the requirements of 35 U.S.C. § 287(a).

26. Defendants manufacture, import, and/or sell audio and multimedia integration systems which have been installed in Jaguar and Land Rover-branded vehicles made in or imported into the United States since at least approximately 2011, including the "InControl Touch" and "InControl Infotainment" systems as well as accessories to be installed at or after the

time of delivery of the vehicle (hereinafter collectively referred to as “Infotainment Systems”). These Infotainment Systems include head units, extension modules, and iPod/iPhone and mp3 integration kits that the Defendants purchase from third-party suppliers.

27. The Defendants' Infotainment Systems are sold in at least the following vehicles during the period from 2011 to the present: Jaguar F-Type, Jaguar XF, Jaguar XFR, JaguarXFR-S, Jaguar XJ, Jaguar XJR, Jaguar XK, Jaguar XKR, Jaguar XKR-S, Land Rover Discovery Sport, Land Rover LR2, Land Rover LR4, Range Rover, Range Rover Evoq/Evoque, Range Rover Sport.

28. The Infotainment Systems support the integration of third-party external audio and multimedia devices, such as MP3 players, with the car stereo. The Infotainment Systems permit an end user to connect a third-party external audio or multimedia device to the car stereo by wire, such as through a USB port or auxiliary port, or wirelessly, such as through Bluetooth. Once connected, the end user may control the third-party external audio or multimedia device using the car stereo's controls, and the audio from the external device may be played through the car stereo and speakers while text, pictures, visual images, and video may be displayed on the display screen of the car stereo.

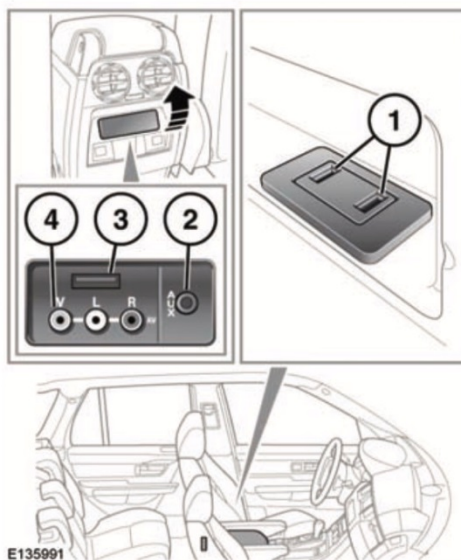
29. The Defendants' user manuals, instructional videos, websites and other information demonstrate to the Defendants' users, customers, and prospective customers how an external audio device and external multimedia device may be connected to the car stereo by wire to, for example, a USB port or wirelessly by Bluetooth, and how the external device may be controlled by the car stereo's controls. For example, the Owner's Manual for the 2012 Range Rover Sport/L320 states:

PORTABLE MEDIA CONNECTIONS

Portable media devices can be connected to the media hubs located in the cubby box lid and the rear of the floor console. Compatible portable devices include:

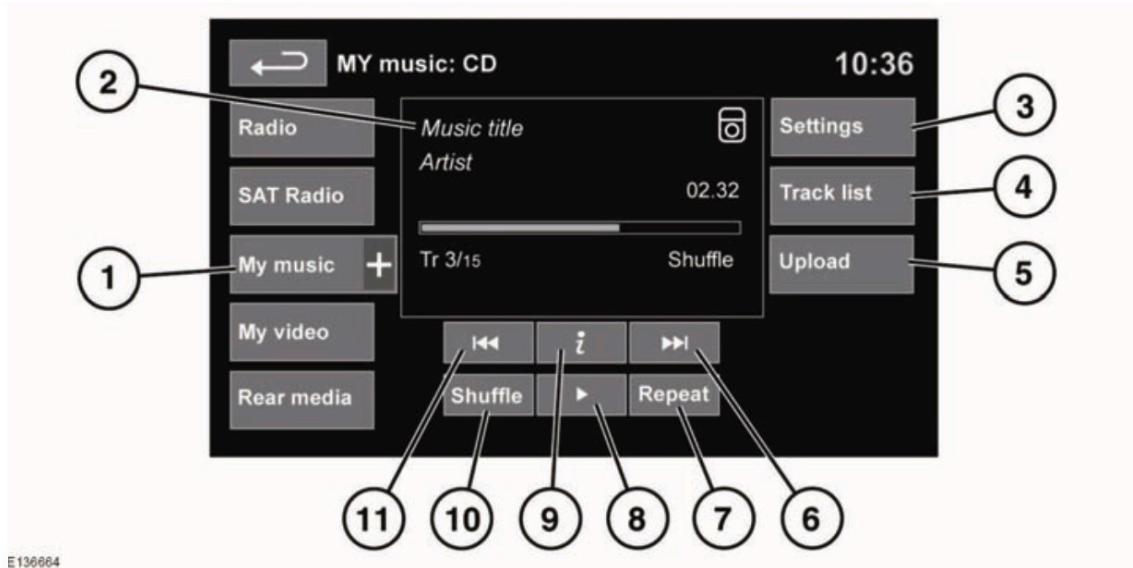
- USB mass storage devices (e.g. a memory stick). Devices must use FAT or FAT32 file format.
- iPod®, iPod Classic, iPod Touch, iPhone™ and iPod Nano are supported - full functionality for older devices cannot be guaranteed). iPod Shuffle functionality cannot be guaranteed.

CONNECTING A DEVICE



1. USB sockets.
2. 3.5 mm AUX socket.
3. Rear media USB socket.
4. Rear media AV sockets.

PORTABLE MEDIA CONTROLS



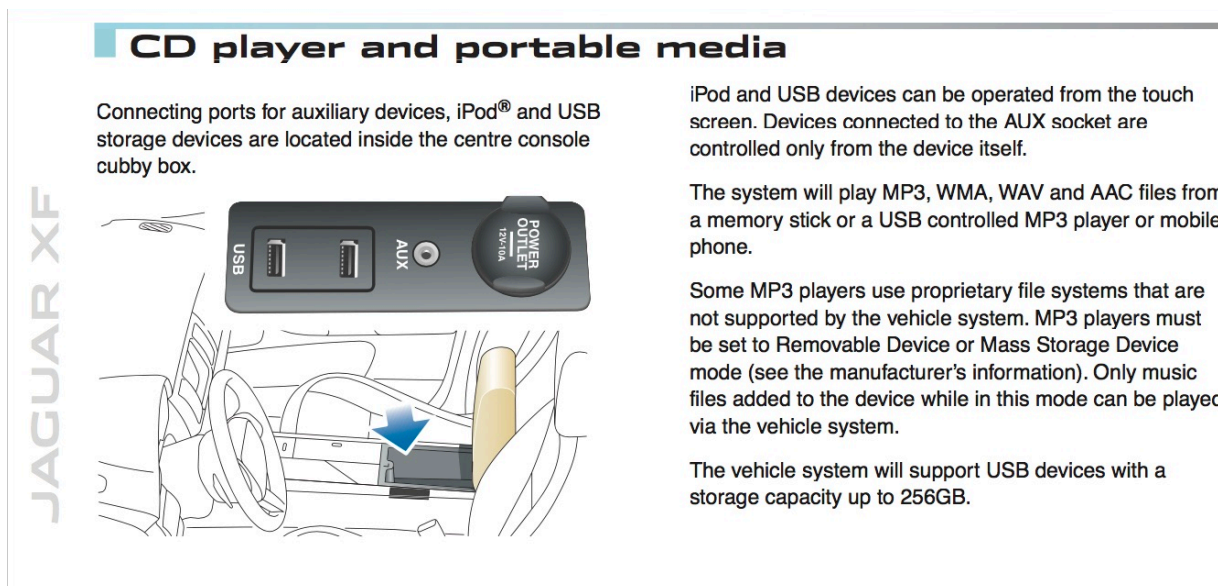
PLAYING A PORTABLE DEVICE

If you are using a USB mass storage device or approved iPod, you can control playback using the touch screen controls.

If you are using a Bluetooth® device, you can control playback using the touch screen, but some controls are unavailable.

The 2012 Jaguar XF Owner's Manual downloaded from

<http://www.jaguarusa.com/owners/manuals-guides/xf-library.html>, instructs:



Connecting ports for auxiliary devices, iPod® and USB storage devices are located inside the centre console cubby box.

iPod and USB devices can be operated from the touch screen. Devices connected to the AUX socket are controlled only from the device itself.

The system will play MP3, WMA, WAV and AAC files from a memory stick or a USB controlled MP3 player or mobile phone.

Some MP3 players use proprietary file systems that are not supported by the vehicle system. MP3 players must be set to Removable Device or Mass Storage Device mode (see the manufacturer's information). Only music files added to the device while in this mode can be played via the vehicle system.

The vehicle system will support USB devices with a storage capacity up to 256GB.

COUNT I **(Infringement of the '786 Patent)**

30. Paragraphs 1 through 29 are incorporated by reference herein as if fully set forth in their entireties.

31. Blitzsafe has not licensed or otherwise authorized Defendants to make, use, offer for sale, sell, or import any products that embody the inventions of the '786 Patent.

32. Defendants have and continue to directly infringe one or more claims of the '786 Patent, including claim 57, either literally or under the doctrine of equivalents, by making, using, offering to sell, selling, and/or importing into the United States infringing Infotainment Systems without authority and in violation of 35 U.S.C. § 271.

33. Defendants have and continue to indirectly infringe one or more claims of the '786 Patent by knowingly and intentionally inducing others to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, selling, and/or importing into the United States the infringing Infotainment Systems. For example, Defendants, with knowledge that the Infotainment Systems infringe the '786 Patent at least as of the date of the

original Complaint, knowingly and intentionally induced, and continue to knowingly and intentionally induce, direct infringement of the '786 Patent by providing Infotainment System user manuals, product manuals, instructional videos, website information, and documentation that instruct end users how to use the Infotainment Systems, including specifically how to connect their external third-party audio and multimedia devices to the car stereo and how to control the external device using the car stereo's controls. Defendants induced infringement by others, including end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '786 Patent, but while remaining willfully blind to the infringement.

34. Defendants have and continue to indirectly infringe one or more claims of the '786 Patent by contributing to the direct infringement, either literally or under the doctrine of equivalents, by others, including end users, by offering to sell, selling, and/or importing into the United States the infringing Infotainment Systems and with the knowledge, at least as of the date of the original Complaint, that the Infotainment Systems contain components that constitute a material part of the inventions claimed in the '786 Patent. Such components include, for example, interfaces that permit an end user to use a car stereo's controls to control an external third party audio device and multimedia device. Defendants know that these components are especially made or especially adapted for use in an infringement of the '786 Patent and that these components are not a staple article or commodity of commerce suitable for substantial non-infringing use. Alternatively, Defendants believed there was a high probability that others would infringe the '786 Patent, but remained willfully blind to the infringing nature of others' actions.

35. Blitzsafe has suffered damages as a result of Defendants' direct and indirect infringement of the '786 Patent in an amount to be proved at trial.

36. Blitzsafe has suffered, and will continue to suffer, irreparable harm as a result of Defendants' infringement of the '786 Patent, for which there is no adequate remedy at law, unless Defendants' infringement is enjoined by this Court.

37. Defendants have committed and continue to commit acts of infringement that Defendants actually knew or should have known constituted an unjustifiably high risk of infringement of at least one valid and enforceable claim of the '786 Patent. Upon information and belief, Defendants had actual knowledge of the '786 Patent from prior litigations in which they were named parties as well as prior litigations accusing products made by Infotainment System suppliers of Defendants, and prior litigations in which their Infotainment System suppliers were involved as third parties, Defendants' infringement of the '786 Patent has been and continues to be willful, entitling Blitzsafe to an award of treble damages, reasonable attorney fees, and costs in bringing this action.

COUNT II
(Infringement of the '342 Patent)

38. Paragraphs 1 through 29 are incorporated by reference herein as if fully set forth in their entireties.

39. Blitzsafe has not licensed or otherwise authorized Defendants to make, use, offer for sale, sell, or import any products that embody the inventions of the '342 Patent.

40. Defendants have and continue to directly infringe one or more claims of the '342 Patent, including claim 49, either literally or under the doctrine of equivalents, by making, using, offering to sell, selling and/or importing into the United States infringing Infotainment Systems without authority and in violation of 35 U.S.C. § 271.

41. Defendants have and continue to indirectly infringe one or more claims of the '342 Patent by knowingly and intentionally inducing others to directly infringe, either literally or

under the doctrine of equivalents, by making, using, offering to sell, selling, and/or importing into the United States the infringing Infotainment Systems. For example, Defendants, with knowledge that the Infotainment Systems infringe the '342 Patent, at least as of the date of the original Complaint, knowingly and intentionally induced, and continue to knowingly and intentionally induce, direct infringement of the '342 Patent by providing Infotainment System operating manuals, product manuals, instructional videos, website information, and documentation that instruct end users how to use the Infotainment Systems, including specifically how to connect external third-party audio and multimedia devices to the car stereo and how to control the external device using the car stereo's controls. Defendants induced infringement by others, including end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '342 Patent, but while remaining willfully blind to the infringement.

42. Defendants have and continue to indirectly infringe one or more claims of the '342 Patent by contributing to the direct infringement, either literally or under the doctrine of equivalents, by others, including end users, by offering to sell, selling, and/or importing into the United States infringing Infotainment Systems, with the knowledge, at least as of the date of the original Complaint, that the Infotainment Systems contain components that constitute a material part of the inventions claimed in the '342 Patent. Such components include, for example, interfaces that permit an end user to use a car stereo's controls to control an external third-party audio device. Defendants know that these components are especially made or especially adapted for use in an infringement of the '342 Patent and that these components are not a staple article or commodity of commerce suitable for substantial non-infringing use. Alternatively, Defendants

believed there was a high probability that others would infringe the '342 Patent, but remained willfully blind to the infringing nature of others' actions.

43. Blitzsafe has suffered damages as a result of Defendants' direct and indirect infringement of the '342 Patent in an amount to be proved at trial.

44. Blitzsafe has suffered, and will continue to suffer, irreparable harm as a result of Defendants' infringement of the '342 Patent, for which there is no adequate remedy at law, unless Defendants' infringement is enjoined by this Court.

45. Defendants have committed and continue to commit acts of infringement that Defendants actually knew or should have known constituted an unjustifiably high risk of infringement of at least one valid and enforceable claim of the '342 Patent. Upon information and belief, Defendants had actual knowledge of the '342 Patent from prior litigations in which they were named parties as well as prior litigations accusing products made by Infotainment System suppliers of Defendants, and prior litigations in which their Infotainment System suppliers were involved as third parties, Defendants' infringement of the '786 Patent has been and continues to be willful, entitling Blitzsafe to an award of treble damages, reasonable attorney fees, and costs in bringing this action.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury for all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Blitzsafe prays for relief against Defendants as follows:

- a. Entry of judgment declaring that Defendants have directly and/or indirectly infringed one or more claims of each of the patents-in-suit;
- b. An order pursuant to 35 U.S.C. § 283 permanently enjoining Defendants, their

officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them, from further acts of infringement of the patents-in-suit;

c. An order awarding damages sufficient to compensate Blitzsafe for Defendants' infringement of the patents-in-suit, but in no event less than a reasonable royalty, together with interest and costs;

d. Entry of judgment declaring that this case is exceptional and awarding Blitzsafe its costs and reasonable attorney fees under 35 U.S.C. § 285; and

e. Such other and further relief as the Court deems just and proper.

Dated: September 20, 2017

Respectfully submitted,

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ATTORNEYS FOR PLAINTIFF

BLITZSAFE TEXAS, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on September 20, 2017, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3).

/s/ Alfred R. Fabricant

Alfred R. Fabricant