

THE PARTIES

1. Plaintiff, Blitzsafe Texas LLC, is a limited liability company organized and existing under the laws of the State of Texas, and maintains its principal place of business at 100 W. Houston Street, Marshall, Texas 75670. Blitzsafe sells automotive interface products that allow the end user to connect a third-party external audio device or multimedia device to a car stereo in order to play the content on the device through the car stereo system and speakers from its office in Marshall, Texas. Blitzsafe sells its products throughout the United States including 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 Mitsubishi Electric Corporation (“MELCO”) is a Japanese multinational electronics and electrical equipment manufacturing company with a place of business at Tokyo Building, 2-7-3, Marunouchi, Chiyoda-ku, Tokyo 100-8310, Japan, and may be served with process through its registered agent, CT Corporation System, 818 West 7th Street, Suite 930, Los Angeles, CA 90017. On information and belief, MELCO does business, itself, or through its subsidiaries and affiliates, in the State of Texas and in the Eastern District of Texas.

3. Upon information and belief, Defendant Mitsubishi Motors Corporation (“MMC”) is a Japanese multinational automotive manufacturer with a place of business at 5-33-8 Shiba Minato-ku, Tokyo 108-8410, Japan.

4. Upon information and belief, Defendant Mitsubishi Motors North America, Inc. (“MMNA”) is a California corporation with a place of business at 6400 Katella Avenue, Cypress, CA 90630-0064 and may be served through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, TX 75201. Upon information and belief, MMNA

is responsive for sales, manufacturing, and research and development functions in the United States. MMNA has a Western Zone Office located in Irving, Texas.

5. Upon information and belief, MMNA 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, MMNA is registered as a taxable entity with the Texas Comptroller of Public Accounts in connection with its sales, marketing, distribution, and technical support of Mitsubishi Motors-branded vehicles through its relationship with Mitsubishi Motors dealerships.

6. Upon information and belief, one or more Defendants engage in marketing activities that promote the sale of Mitsubishi-branded products to customers and/or potential customers located in Texas and in the judicial 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.

7. MMNA engages in sales of products that infringe the patents-in-suit to four Mitsubishi Motors dealerships in the Eastern District of Texas, including Heritage Mitsubishi¹, Don Herring Plano², Kinsel Mitsubishi³, and Lewisville Mitsubishi⁴.

8. Upon information and belief, MMNA employees work with the Mitsubishi Motors dealerships in this District on issues related to sales, marketing, technical training, and

¹ Located in Longview, TX. See <http://www.heritagemitsubishi.com/>.

² Located in Plano, TX. See <http://www.donherring.com/>.

³ Located in Beaumont, TX. See <http://www.kinselmitsubishi.com/>.

⁴ Located in Lewisville, TX. See <http://www.lewisvillemitsu.com/>.

the service of parts and accessories. Upon information and belief, MMNA reimburses these employees for travel and personal expenses related to their job responsibilities.

9. MMNA enters into Dealer Sales and Service Agreements with the four Mitsubishi Motors dealers located in this District. Upon information and belief, these Dealer Sales and Service Agreements set forth standards and requirements enumerated by Defendants that dealers are required to comply with. Upon information and belief, these standards and requirements are directed to at least the dealership facility, space, appearance, layout, and equipment.

10. Upon information and belief, MMNA regularly, continuously, and systematically provides support to and control over the Mitsubishi Motors dealerships located in the Eastern District of Texas. Upon information and belief, MMNA employees regularly and systematically work at the Mitsubishi Motors dealerships in this District to provide support and exercise control over the sales, marketing, and service of Mitsubishi Motors automobiles in this District.

11. As one example of MMNA's support to and control over the dealerships, upon information and belief, MMNA employees travel to the dealerships located in this District to "develop, implement, and monitor sales, franchise, and training strategies to strengthen the dealer network in an assigned area/territory." *See* Exhibit A⁵. MMNA employs Area Sales Managers to "[m]anage the daily activities of a team of District Sales Managers to achieve monthly and annual sales volume objectives for retail and wholesale," "[r]espond to escalated dealer issues as they arise, recommending solutions that preserve the dealer relationship, while staying within Company policies and procedures, and applicable laws," "[p]erform solo and/or joint dealer visits with district sales manager and/or district team to increase the frequency and

⁵ *Available at* https://sjobs.brassring.com/1033/ASP/TG/cim_jobdetail.asp?SID=^FPaRfZVSXcYLNsdLF7ixEzLrMZf16FvOfmoPKENZPLA6s6mdssIk3w==&jobId=2579222&type=search&JobReqLang=1&recordstart=1&JobSiteId=58&JobSiteInfo=2579222_58&GQId=0.

quality of communication and interaction with the dealer body to improve dealer performance,” and “[p]rovide accurate and detailed information related to the districts in the assigned area/territory to Zone and Corporate management.” *Id.*

12. As a second example of MMNA’s support to and control over the dealerships in this District, upon information and belief, MMNA employees regularly and systematically travel to dealerships in this District to educate dealership employees regarding features of the Mitsubishi Motors 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 MMNA require working at the dealerships in this District.

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

14. Upon information and belief, MMNA warrants to the original and each subsequent owner of new Mitsubishi Motors vehicles that any authorized Mitsubishi Motors 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 MMNA and/or MMC. Upon information and belief, there are four authorized Mitsubishi Motors dealers in the Eastern District of Texas, at the Authorized Service Centers at Heritage Mitsubishi, Don Herring Plano, Kinsel Mitsubishi, and Lewisville Mitsubishi. Upon information and belief, service technicians employed at these four dealerships participate in Mitsubishi Motor and MMNA-sponsored training programs, schools, and events.

15. Upon information and belief, Defendants provide Warranty and Maintenance Manuals (“Manuals”) to Mitsubishi Motors customers, including those customers that purchase Mitsubishi Motors vehicles in the Eastern District of Texas. The Manuals direct questions regarding warranty rights and responsibilities to MMNA’s Customer Relations Department. Upon information and belief, the Manuals direct customers, including those customers that purchase Mitsubishi Motors vehicles in the Eastern District of Texas, to provide direct, written notification of any alleged unrepaired defects or malfunctions and service difficulties to MMNA’s Customer Relations Center, including notifications under applicable state laws.

16. Upon information and belief, the Mitsubishi Motors dealerships located within this district are Defendants’ exclusive agents, instrumentalities, and representatives within this judicial district for the provision within this District of all new warranty service for Mitsubishi Motors vehicles sold both within the district and outside the district. Upon information and belief, if a Mitsubishi Motors customer located within the district needs to have new car warranty repairs performed within the district, Defendants require the Mitsubishi Motors customer to have the work performed at one of their authorized Mitsubishi Motors dealers within the District.

17. Upon information and belief, through its exclusive agents, instrumentalities and representatives, Defendants provide new car warranty service within the district on the infringing products.

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

19. Upon information and belief, one or more of the Mitsubishi Motors Defendants regularly engage in marketing activities that promote the sale of Mitsubishi Motors-branded products to customers and/or potential customers located in Texas and in the judicial Eastern District of Texas. Upon information and belief, the Mitsubishi Motors Defendants maintain interactive commercial websites, accessible to residents of Texas and the Eastern District of Texas, through which the Mitsubishi Motors 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 Mitsubishi Motors-branded vehicles with accused products, including the Mitsubishi Motors dealerships within the Eastern District of Texas. Defendants' interactive commercial websites also have submission forms that allow customers to schedule test drives with dealers in this District, view inventory at dealers in this district, and obtain vehicle appraisals from dealers in this District. The Mitsubishi Motors Defendants' interactive websites also provide service and care information, and materials about Mitsubishi Motors' products, including the accused products, such as downloadable manuals and guides. Upon information and belief, the Mitsubishi Motors 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.

20. Upon information and belief, Mitsubishi Electric Corporation owns Mitsubishi trademarks in the United States.

JURISDICTION AND VENUE

21. 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).

22. This Court has personal jurisdiction over Defendants. Defendants regularly 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.

23. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1400(b) and 28 U.S.C. § 1391 because, among other things, Defendants are subject to personal jurisdiction in this judicial district, each Defendant has a regular and established place of business in the State of Texas and in this judicial district, have purposely transacted business involving the accused products in this judicial district, including sales to one or more customers in Texas, and certain of the acts complained of herein occurred in this judicial district.

24. 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.

25. Joinder of Defendants is proper under 35 U.S.C. § 299(a) because, as set forth herein, Defendants are jointly liable for patent infringement with respect to the manufacture,

import, sale and/or offer to sell the same accused products, and questions of fact common to all Defendants will arise in this action.

PATENTS-IN-SUIT

26. 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.”

27. 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

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

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

30. Defendants manufacture, import, and/or sell audio and multimedia integration systems which have been installed in Mitsubishi Motors-branded vehicles made in or imported into the United States since at least approximately 2011, including the “FUSE Hands-Free Link System™”, the “FLEXConnect™ In-Vehicle Infotainment (IVI) System” and the “Link System” 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 are manufactured and sold to Mitsubishi Motors by MELCO, and, upon information and belief, by other third party suppliers. The Mitsubishi Infotainment Systems are sold in at least the following Mitsubishi-

branded vehicles during the period from 2011 to the present: i-MiEV; Mirage; Lancer; Outlander; RVR/Outlander Sport; Eclipse; Galant; and Lancer Evolution and Endeavor.

31. MELCO manufactures, imports and/or sells Infotainment Systems, including car stereo “head units” and accessory modules and interfaces, to Mitsubishi Motors and to other automotive original equipment manufacturers (“OEMs”), including Volvo. These Infotainment Systems are installed in vehicles manufactured, imported, sold and/or offered for sale by Mitsubishi Motors, Volvo, and other OEMs in the United States.

32. The Infotainment Systems support the integration of third-party external audio 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 wirelessly, such as through Bluetooth. Once connected, the end user may control the third party external audio device and multimedia device using the car stereo’s controls, and the audio from the external audio 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.

33. Mitsubishi Motors’ user manuals, instructional videos, websites, and other information demonstrate to the Mitsubishi Motors users, customers, and prospective customers how an external audio device and 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 2013 Mitsubishi Outlander, downloaded from: <https://carmanuals2.com/mitsubishi/outlander-2013-owner-s-manual-36837>, instructs that once the external device is connected by USB or by Bluetooth to the vehicle’s Infotainment System the end user may control the third party external

audio device using the car stereo's controls, and the audio from the external audio device may be played through the car stereo and speakers.

Link System (if so equipped)

N00563700027

The Link System takes overall control of the devices connected via the USB input terminal or the Bluetooth® 2.0 interface allowing the connected devices to be operated by using the switches in the vehicle or voice commands.

See the following section for details on how to operate.

Refer to "Bluetooth® 2.0 interface" on page 3-238.

Refer to "USB input terminal" on page 3-263.

Refer to "To play tracks from USB device" on page 5-97.

Refer to "To play tracks from a Bluetooth® device" on page 5-114.

Refer to "To use the external audio input function" on page 5-118.

Bluetooth® 2.0 interface (if so equipped)

N00563900133

The Bluetooth® 2.0 interface allows for making/receiving hands-free calls in the vehicle using a Bluetooth® compatible cellular phone based on the wireless communication technology commonly known as Bluetooth®. It also allows the user to play music, saved in a Bluetooth® music player, from the vehicle's speakers.

The system is equipped with a voice recognition function, which allows you to make hands-free calls by simple switch operations and voice command operations using a defined voice tree.

USB input terminal (if so equipped)

N00566700015

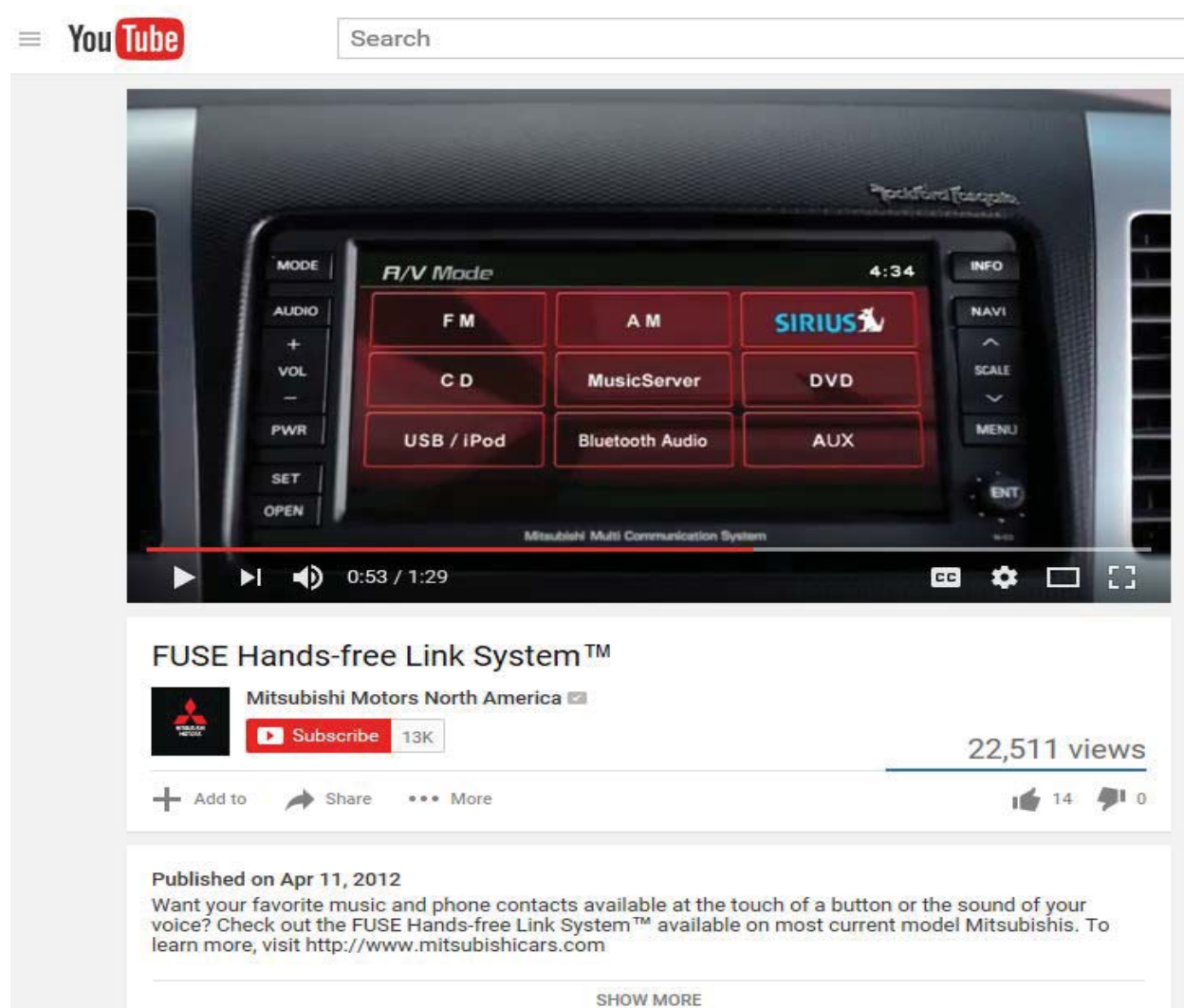
You can connect your USB memory device or iPod* to play music files stored in the USB memory device or iPod.

The following explains how to connect and remove a USB memory device or iPod.

Refer to the following sections for details on how to play music files:

Refer to "To play tracks from USB device" on page 5-97.

Defendants' instructional videos also further instruct the end user how to connect an external audio or multimedia device to the car Stereo and to control the external device using the automobile's controls: <https://www.youtube.com/watch?v=-SWT6sr9ZCE>



Fuse Hands-free Link System™

HANDS-FREE
fuse
LINK SYSTEM

Available on most models 2011 and newer (including the 2010 Outlander), the FUSE Hands-free Link System™ gives you the ability to access your phone and media players with the sound of your voice. Play your favorite song, make a phone call, even look up a location on your navigation screen and let FUSE dial the phone number for you. Learn more and set up your FUSE Hands-free Link System™ by clicking the link below.

LEARN MORE >

Hide Details -

<https://www.mitsubishicars.com/owners/support>

COUNT I
(Infringement of the '786 Patent)

34. Paragraphs 1 through 33 are incorporated by reference herein as if fully set forth in their entireties.

35. 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.

36. 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 products, including the Infotainment Systems, without authority and in violation of 35 U.S.C. § 271.

37. 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 infringing products, including the Infotainment Systems. For example, MELCO, with knowledge that its head units, extension modules, and iPod/iPhone and mp3 integration kits infringe the '786 Patent, at least as of the date of the original Complaint, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '786 Patent by providing these products to OEMs and its customers for use, sale and importation into the United States. Mitsubishi Motors provides Infotainment Systems operating manuals and documentation, including web sites and videos, 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. MELCO induced infringement by others, including automotive OEMs and 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 automotive OEMs and end users, infringe the '786 Patent, but while remaining willfully blind to the infringement.

38. 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 automotive OEMs and end users, by offering to sell, selling, and/or importing into the United States the Infotainment Systems, with the knowledge, at least as of the date of this 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. 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.

39. 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.

40. 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.

41. 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, prior to the filing of the original Complaint, Defendants had actual knowledge of the '786 Patent from a prior litigation in which the Mitsubishi Electric Automotive America, Inc. was involved as a third party. 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)

42. Paragraphs 1 through 33 are incorporated by reference herein as if fully set forth in their entireties.

43. 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.

44. 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 products, including the Infotainment Systems, head units, extension modules, and iPod/iPhone and mp3 integration kits without authority and in violation of 35 U.S.C. § 271.

45. 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 infringing products, including the Infotainment Systems. For example, MELCO, with knowledge that its head units, extension modules, and iPod/iPhone and mp3 integration kits infringe the '342 Patent at least as of the date of this Complaint, knowingly and intentionally induced, and continue to knowingly and intentionally induce, direct infringement of the '342 Patent by providing these products to OEMs and its customers for use, sale and importation into the United States. Mitsubishi Motors provides Infotainment Systems operating manuals and documentation, including web sites and videos, 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. Defendants induced infringement by others, including automotive OEMs and 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 automotive OEMs and end users, infringe the '342 Patent, but while remaining willfully blind to the infringement.

46. 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 automotive OEMs and end users, by offering to sell, selling, and/or importing into the United States the Infotainment Systems, with the knowledge, at least as of the date of this 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.

47. 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.

48. 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.

49. 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, prior to the filing of the Complaint, Defendants had actual knowledge of the '342 Patent from a prior litigation in which the Mitsubishi Electric Automotive America, Inc. was involved as a third party. Defendants' infringement of the '342 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. An order awarding Blitzsafe treble damages under 35 U.S.C. § 284 as a result of Defendants' willful and deliberate infringement of the patents-in-suit;
- e. 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
- f. Such other and further relief as the Court deems just and proper.

Dated: December 4, 2017

Respectfully submitted,

/s/ Alfred R. Fabricant

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**ATTORNEYS FOR PLAINTIFF
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that 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) on December 20, 2017.

/s/ Joseph M. Mercadante _____
Joseph M. Mercadante