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20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA**
22 **SOUTHERN DIVISION**

23 SOFTVAULT SYSTEMS, INC.,
24
25 Plaintiff,
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27 vs.
28 MAZDA MOTOR OF AMERICA, INC.,
29
30 Defendant.

CASE NO.
**COMPLAINT FOR INFRINGEMENT
OF U.S. PATENT NOS. 6,249,868 AND
6,594,765**
JURY TRIAL DEMANDED

1 Plaintiff SOFTVAULT SYSTEMS, INC. files its Complaint against Defendant MAZDA
2 MOTOR OF AMERICA, INC., alleging as follows:

3 **THE PARTIES**

4 1. Plaintiff SOFTVAULT SYSTEMS, INC. (“SoftVault”) is a corporation organized
5 and existing under the laws of the State of Washington with its principal place of business in the
6 State of Washington.

7 2. Upon information and belief, MAZDA MOTOR OF AMERICA, INC. (“Mazda”)
8 is a corporation organized and existing under the laws of the State of California, with its
9 principal place of business at 200 Spectrum Center Drive, Suite 100, Irvine, California 92618.
10 Mazda may be served with process through its registered agent, Hanh Nguyen, 200 Spectrum
11 Center Drive, Suite 100, Irvine, California 92618.

12 **JURISDICTION AND VENUE**

13 3. This is an action for infringement of United States patents. This Court has
14 exclusive jurisdiction of such action under Title 28 U.S.C. § 1338(a).

15 4. Upon information and belief, Mazda is subject to personal jurisdiction by this
16 Court. Mazda maintains its principal place of business at 200 Spectrum Center Drive, Suite 100,
17 Irvine, California 92618, within this District and Division. Additionally, Mazda has committed
18 such purposeful acts and/or transactions in the State of California that it reasonably knew and/or
19 expected that it could be hailed into a California court as a future consequence of such activity.
20 Mazda makes, uses, and/or sells infringing products within the Central District of California and
21 has a continuing presence and the requisite minimum contacts with the Central District of
22 California, such that this venue is a fair and reasonable one. Upon information and belief,
23 Mazda has transacted and, at the time of the filing of this Complaint, is continuing to transact
24 business within the Central District of California. For all of these reasons, personal jurisdiction
25 exists and venue is proper in this Court under 28 U.S.C. §§ 1391(b)(1), (2) and (c)(2) and 28
26 U.S.C. § 1400(b).

PATENTS-IN-SUIT

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2 5. On June 19, 2001, United States Patent No. 6,249,868 BI (“the ‘868 Patent”) was
3 duly and legally issued for “METHOD AND SYSTEM FOR EMBEDDED, AUTOMATED,
4 COMPONENT-LEVEL CONTROL OF COMPUTER SYSTEMS AND OTHER COMPLEX
5 SYSTEMS.” A true and correct copy of the ‘868 Patent is attached hereto as Exhibit A and
6 made a part hereof.

7 6. On July 15, 2003, United States Patent No. 6,594,765 B2 (“the ‘765 Patent”) was
8 duly and legally issued for “METHOD AND SYSTEM FOR EMBEDDED, AUTOMATED,
9 COMPONENT-LEVEL CONTROL OF COMPUTER SYSTEMS AND OTHER COMPLEX
10 SYSTEMS.” A true and correct copy of the ‘765 Patent is attached hereto as Exhibit B and
11 made a part hereof.

12 7. The ‘868 Patent and the ‘765 Patent are sometimes referred to herein collectively
13 as “the Patents-in-Suit.”

14 8. As it pertains to this lawsuit, the Patents-in-Suit, very generally speaking, relate to
15 a method and system of protecting electronic, mechanical, and electromechanical devices and
16 systems, such as for example a computer system, and their components and software from
17 unauthorized use. Specifically, certain claims of the ‘868 and ‘765 Patents disclose the
18 utilization of embedded agents within system components to allow for the enablement or
19 disablement of the system component in which the agent is embedded. There are many
20 examples in the patent specifications of the type of systems that may be protected using this
21 technology including automotive systems and vehicles. The invention disclosed in the Patents-in-
22 Suit discloses a server that communicates with the embedded agent through the use of one or
23 more handshake operations to authorize the embedded agent. When the embedded agent is
24 authorized by the server, it enables the device or component, and when not authorized the
25 embedded agent disables the device or component, such as by disabling the ignition system of a
26 vehicle.

FIRST CLAIM FOR RELIEF

(Patent Infringement)

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3 9. SoftVault repeats and realleges every allegation set forth above.

4 10. SoftVault is the owner of the Patents-in-Suit with the exclusive right to enforce
5 the Patents-in-Suit against infringers, and collect damages for all relevant times, including the
6 right to prosecute this action.

7 11. Mazda has had knowledge of the Patents-in-Suit since at least November 8, 2017
8 when SoftVault first sent a letter to Mazda putting it on notice of its infringement. (Exhibit C).

9 12. Upon information and belief, Mazda is liable under 35 U.S.C. §271(a) for direct
10 infringement of the Patents-in-Suit because it manufactures, makes, has made, uses, practices,
11 imports, provides, supplies, distributes, sells, and/or offers for sale products and/or systems that
12 practice one or more claims of the Patents-in-Suit.

13 13. Upon information and belief, Mazda is also liable under 35 U.S.C. §271(b) for
14 inducing infringement of, and under 35 U.S.C. §271(c) for contributory infringement of the
15 Patents-in-Suit because it manufactures, makes, has made, uses, practices, imports, provides,
16 supplies, distributes, sells, and/or offers for sale products and/or systems that practice one or
17 more claims of the Patents-in-Suit.

18 14. Mazda also infringes the Patents-in-Suit by making, using, selling, and offering
19 for sale vehicles with its Immobilizer System along with key fobs. The Immobilizer System is a
20 component of the vehicle's overall computer system. This system prevents unauthorized use of a
21 vehicle by enabling or disabling the ignition based on communications between the key fob
22 (server) and the Immobilizer System (embedded agent) of the vehicle. The Immobilizer System
23 in the vehicle and the key fob mutually authenticate one another and communicate through a
24 series of messages to establish whether the vehicle is authorized to operate. When the key fob
25 authorizes the Immobilizer System, the vehicle's ignition operates normally and the car can be
26 started. When the key fob does not authorize the Immobilizer System, the vehicle's ignition
27 system is disabled and the car cannot be started. By providing its key fobs and the Immobilizer
28

1 System in its vehicles, Mazda has directly infringed at least claims 1 and 44 of the '868 Patent,
2 as well as at least claims 1, 2, and 9 of the '765 Patent.

3 15. The Mazda key fobs and Immobilizer System provided in Mazda vehicles are
4 collectively referred to herein as the Accused Products. By providing the Mazda Accused
5 Products, Mazda has induced its customers and/or end users to infringe at least claims 1 and 44
6 of the '868 Patent, as well as at least claims 1, 2, and 9 of the '765 Patent. For example, end
7 users of the accused products directly infringed at least claims 1 and 44 of the '868 Patent, as
8 well as at least claims 1, 2, and 9 of the '765 Patent, when using or employing these systems.

9 16. On information and belief, Mazda possessed a specific intent to induce
10 infringement by at a minimum, providing user guides and other sales-related materials, and by
11 way of advertising, solicitation, and provision of product instruction materials, that instruct its
12 customers and end users on the normal operation of the Accused Products and the features
13 described herein that infringe the Patents-in-Suit.

14 17. By providing these systems, Mazda has contributed to the infringement of their
15 customers and/or end users of at least claims 1 and 44 of the '868 Patent, as well as at least
16 claims 1, 2, and 9 of the '765 Patent.

17 18. Upon information and belief, the Mazda Immobilizer System and key fobs have
18 no substantial non-infringing uses, and Mazda knows that these features were especially made or
19 especially adapted for use in a product that infringes the Patents-in-Suit.

20 19. SoftVault has been damaged as a result of Mazda's infringing conduct. Mazda,
21 thus, is liable to SoftVault in an amount that adequately compensates SoftVault for Mazda's
22 infringement, which, by law, cannot be less than a reasonable royalty, together with interest and
23 costs as fixed by this Court under 35 U.S.C. § 284.

24 **PRAYER FOR RELIEF**

25 SoftVault requests that the Court find in its favor and against Mazda, and that the Court
26 grant SoftVault the following relief:

- 27 a. Judgment that one or more claims of the Patents-in-Suit have been infringed,
28 either literally and/or under the doctrine of equivalents, by Mazda;

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- b. Judgment that Mazda account for and pay to SoftVault all damages to and costs incurred by SoftVault because of Mazda's infringing activities and other conduct complained of herein;
- d. That SoftVault be granted pre-judgment and post-judgment interest on the damages caused to it by reason of Mazda's infringing activities and other conduct complained of herein;
- e. That this Court declare this an exceptional case and award SoftVault its reasonable attorney's fees and costs in accordance with 35 U.S.C. § 285; and
- f. That SoftVault be granted such other and further relief as the Court may deem just and proper under the circumstances.

JURY DEMAND

Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

DATED: January 4, 2019

/s/ Brandon C. Fernald

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