

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 Fiat Chrysler Automobiles N.V. (“FCANV”) is an Italian-American multinational automotive corporation with a place of business at 25 St. James’s Street, London SW1A 1HA, United Kingdom. On information and belief, FCANV does business itself, or through its subsidiaries and affiliates, in the State of Texas and the Eastern District of Texas.

3. Upon information and belief, Defendant FCA US LLC (“FCAUS”) is a Delaware limited liability company with a place of business at 1000 Chrysler Dr., Auburn Hills, MI, 48326, and may be served with process through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, DE, 19801.

4. Upon information and belief, Defendant Maserati North America, Inc. (“MNA”) is a Delaware corporation with a place of business at 1 Chrysler Dr., Auburn Hills, MI, 48326, and may be served with process through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, DE, 19801.

5. Upon information and belief, FCAUS is the exclusive manufacturer, importer and distributor of Chrysler, Fiat, Dodge, Jeep, Ram, and Alfa Romeo branded vehicles. Upon information and belief, FCAUS manufactures and assembles, both in the United States and internationally, Chrysler, Dodge, Jeep, Fiat, and Ram branded vehicles. Additionally, upon information and belief, FCAUS acquires Chrysler, Fiat, Dodge, Jeep, Ram, and Alfa Romeo branded vehicles from FCANV, imports them into the United States, and distributes them through Chrysler, Fiat, Dodge, Jeep, Ram, and Alfa Romeo dealers throughout the United States.

Defendants maintain a regional business center in Addison, Texas, which is responsible for all sales, service, parts, service contracts and dealer initiatives.¹

6. Upon information and belief, MNA is the exclusive importer and distributor of Maserati branded vehicles. Upon information and belief, MNA acquires Maserati branded vehicles from FCANV, imports them into the United States, and distributes them through Maserati dealers throughout the United States.

7. Upon information and belief, FCAUS and MNA are 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, FCAUS and MNA are registered as taxable entities with the Texas Comptroller of Public Accounts in connection with its marketing and distribution activities, and its sales of Chrysler, Fiat, Dodge, Jeep, Ram, Alfa Romeo and Maserati branded vehicles through their relationships with Chrysler, Fiat, Dodge, Jeep, Ram, Alfa Romeo and Maserati dealers (“Dealers”).

8. Upon information and belief, FCAUS engages in sales and service of products that infringe the patents-in-suit at numerous vehicle dealerships in the Eastern District of Texas, including, for example, Alfa Romeo Fiat of McKinney,² Bonham Chrysler Jeep & Service Center,³ Greenville Chrysler Jeep Dodge,⁴ and Mid County Chrysler Dodge Jeep Ram Fiat.⁵

¹ <https://media.fcanorthamerica.com/newsrelease.do?id=866&mid=>

² Located in McKinney, Texas. *See* <https://www.fiatalfaromeousaofmckinney.com/>.

³ Located in Bonham, Texas. *See* <https://www.bonhamchrysler.com/jeep-dealer-texas>.

⁴ Located in Greenville, Texas. *See* <https://www.greenvillechrysler.com/>.

⁵ Located in Port Arthur, Texas. *See* <https://www.midcountychryslerdodgejeep.com/>.

9. Upon information and belief, MNA engages in sales and service of products that infringe the patents-in-suit at vehicle dealerships in the Eastern District of Texas, including, for example, Boardwalk Maserati.⁶

10. Upon information and belief, FCAUS manages the marketing, sales and service of Chrysler, Fiat, Dodge, Jeep, Ram, and Alfa Romeo branded products to customers and/or potential customers located in Texas and in the judicial Eastern District of Texas.⁷ Upon information and belief, FCAUS does not permit the sale of any new Chrysler, Fiat, Dodge, Jeep, Ram, and Alfa Romeo vehicle except Authorized Dealers, such as Authorized Dealers in this District.

11. Upon information and belief, MNA manages the marketing, sales and service of Maserati branded products to customers and/or potential customers located in Texas and in the judicial Eastern District of Texas.⁸ Upon information and belief, MNA does not permit the sale of new Maserati vehicles except at the Authorized Dealers, such as the Dealers in this District.

12. Upon information and belief, FCAUS and MNA have numerous employees in the State of Texas, including employees working out of Defendants' regional business center in Addison, Texas.

13. Upon information and belief, FCAUS employees work with Dealers in this District on issues related to sales, marketing, technical training, and the service of parts and accessories. Upon information and belief, FCAUS reimburses these employees for travel and personal expenses related to their job responsibilities.

⁶ Located in Plano, Texas. See <https://www.boardwalkmaserati.com/>.

⁷ <https://media.fcanorthamerica.com/newsrelease.do?id=866&mid=>

⁸ <https://media.fcanorthamerica.com/newsrelease.do?id=866&mid=>

14. Upon information and belief, MNA employees work with Dealers in this District on issues related to sales, marketing, technical training, and the service of parts and accessories. Upon information and belief, MNA reimburses these employees for travel and personal expenses related to their job responsibilities.

15. Upon information and belief, Dealers located within the Eastern District of Texas have executed dealer agreements with FCAUS. Upon information and belief, these dealer 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 Dealers' facility, space, appearance, layout, and equipment.

16. Upon information and belief, Maserati Dealers located within the Eastern District of Texas have executed dealer agreements with MNA. Upon information and belief, these dealer 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 Dealers' facility, space, appearance, layout, and equipment.

17. Upon information and belief, FCAUS regularly, continuously, and systematically provides support to and control over the Dealers located in the Eastern District of Texas. Upon information and belief, FCAUS employees regularly and systematically work at Dealers in this judicial district to educate Dealer employees regarding features of the 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 FCAUS require working at the Dealers in this District.

18. Upon information and belief, MNA regularly, continuously, and systematically provides support to and control over the Dealers located in the Eastern District of Texas. Upon

information and belief, MNA employees regularly and systematically work at Dealers in this judicial district to educate Dealer employees regarding features of the 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 MNA require working at the Dealers in this District.

19. Upon information and belief, FCAUS employees regularly travel to the Dealers in this district in order to provide support and exercise control over the sales, marketing, and service of Chrysler, Fiat, Dodge, Jeep, Ram, and Alfa Romeo automobiles in this District. As examples of FCAUS's support to and control over the Dealers, upon information and belief, FCAUS employees travel to the Dealers located in this District to ensure compliance with Defendants' dealer standards, ensure that advertising is consistent with the corporate message and branding guidelines, train dealership personnel on new products, assist Dealers with problem solving, diagnose technical concerns, assist the Customer Care department, provide on-site assistance, assist in all areas of retail development including forecasting retail sales objectives by vehicle line, ensuring dealer orders meet market demand, managing monthly vehicle allocation, and scheduling to ensure maximum production capability, and review and analyze Dealer financial statements and consult with Dealers to improve their operations and retail business.⁹

20. Upon information and belief, MNA employees regularly travel to the Dealers in this district in order to provide support and exercise control over the sales, marketing, and service of Maserati automobiles in this District. As examples of MNA's support to and control over the Dealers, upon information and belief, MNA employees travel to the Dealers located in

⁹ See, e.g., <https://www.linkedin.com/jobs/view/district-sales-manager-at-fca-fiat-chrysler-automobiles-1212684422/>; <https://www.ziprecruiter.com/c/Fiat-Chrysler-Automobile/Job/Technical-Specialist/-in-Dallas,TX>.

this District to ensure compliance with Defendants' dealer standards, ensure that advertising is consistent with the corporate message and branding guidelines, train dealership personnel on new products, assist Dealers with problem solving, diagnose technical concerns, assist the Customer Care department, provide on-site assistance, assist in all areas of retail development including forecasting retail sales objectives by vehicle line, ensuring dealer orders meet market demand, managing monthly vehicle allocation, and scheduling to ensure maximum production capability, and review and analyze Dealer financial statements and consult with Dealers to improve their operations and retail business.

21. 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 FCAUS, FCANV and MNA e-mail accounts while they are present in dealerships in this District.

22. Upon information and belief, through its exclusive agents, instrumentalities and representatives, FCAUS provides new car warranty service within the district on the infringing products. FCAUS provides service coupons to customers for use at dealerships in this judicial district. Upon information and belief, FCAUS warrants to the original and each subsequent owner of new Chrysler, Fiat, Dodge, Jeep, Ram, and Alfa Romeo vehicles that any authorized 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 FCAUS. Upon information and belief, there are numerous authorized Dealers performing warranty work in the Eastern District of Texas, at the service departments at, for example, Alfa Romeo Fiat of McKinney, Bonham Chrysler Jeep & Service Center,

Greenville Chrysler Jeep Dodge, and Mid County Chrysler Dodge Jeep Ram Fiat. Upon information and belief, service technicians employed at these dealerships participate in FCAUS-sponsored training programs, schools, and events.

23. Upon information and belief, through its exclusive agents, instrumentalities and representatives, MNA provides new car warranty service within the district on the infringing products. Upon information and belief, MNA warrants to the original and each subsequent owner of new Maserati vehicles that any authorized 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 MNA. Upon information and belief, there is at least one authorized Dealer in the Eastern District of Texas, at the service departments at Boardwalk Maserati. Upon information and belief, service technicians employed at these eight dealerships participate in MNA-sponsored training programs, schools, and events.

24. Upon information and belief, FCAUS provides Warranty Information booklets (“Booklets”) to customers, including those customers that purchase Chrysler, Fiat, Dodge, Jeep, Ram, and Alfa Romeo vehicles in the Eastern District of Texas. Upon information and belief, the Booklets direct questions regarding warranty problems to FCAUS’s Customer Assistance Center. Upon information and belief, the Booklets direct customers, including those customers that purchase Chrysler, Fiat, Dodge, Jeep, Ram, and Alfa Romeo vehicles in the Eastern District of Texas, to provide direct, written notification to FCAUS’s Customer Assistance Center of any service difficulties at the Dealers.¹⁰

¹⁰ See, e.g., <https://msmownerassets.z13.web.core.windows.net/assets/publications/en-us/Chrysler/2017/300/1930.pdf>; <https://msmownerassets.z13.web.core.windows.net/assets/publications/en->

25. Upon information and belief, MNA provides Warranty Card booklets (“Booklets”) to customers, including those customers that purchase Maserati vehicles in the Eastern District of Texas. Upon information and belief, the Booklets direct questions regarding warranty problems to MNA’s Customer Care Department. Upon information and belief, the Booklets direct customers, including those customers that purchase Maserati vehicles in the Eastern District of Texas, to provide direct, written notification to MNA’s Customer Care Department of any vehicle or service difficulties at the Maserati Dealers.¹¹

26. Upon information and belief, the Chrysler, Fiat, Dodge, Jeep, Ram, and Alfa Romeo dealerships located within this district are FCAUS’s exclusive agents, instrumentalities, and representatives within this judicial district for the provision within this District of all new warranty service for Chrysler, Fiat, Dodge, Jeep, Ram, and Alfa Romeo vehicles sold both within the district and outside the district. Upon information and belief, if a Chrysler, Fiat, Dodge, Jeep, Ram, and Alfa Romeo customer located within the district needs to have new car warranty repairs performed within the district, FCAUS requires the Chrysler, Fiat, Dodge, Jeep, Ram, and Alfa Romeo customer to have the work performed at one of their authorized Dealers within the District.¹²

27. Upon information and belief, the Maserati dealership located within this district is MNA’s exclusive agents, instrumentalities, and representatives within this judicial district for the

us/Fiat/2018/500/9737.pdf;

https://www.alfaromeousa.com/content/dam/alfausa/uploads/Warranty/Giulia/2018-Alfa_Romeo-Giulia-Generic_Warranty-2nd.pdf.

¹¹ See, e.g., Maserati Warranty Cards available at <https://ownerdocumentation.maserati.com/>.

¹² See, e.g., <https://msmownerassets.z13.web.core.windows.net/assets/publications/en-us/Chrysler/2017/300/1930.pdf>;

<https://msmownerassets.z13.web.core.windows.net/assets/publications/en-us/Fiat/2018/500/9737.pdf>;

https://www.alfaromeousa.com/content/dam/alfausa/uploads/Warranty/Giulia/2018-Alfa_Romeo-Giulia-Generic_Warranty-2nd.pdf.

provision within this District of all new warranty service for Maserati vehicles sold both within the district and outside the district. Upon information and belief, if a Maserati customer located within the district needs to have new car warranty repairs performed within the district, MNA requires the Maserati customer to have the work performed at their authorized Dealer within the District.¹³

28. Upon information and belief, FCAUS controls the provisions of warranty service and work at the Dealers in this District. Upon information and belief, FCAUS requires the Authorized dealers to perform warranty work. Upon information and belief, the technicians employed by FCAUS 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.

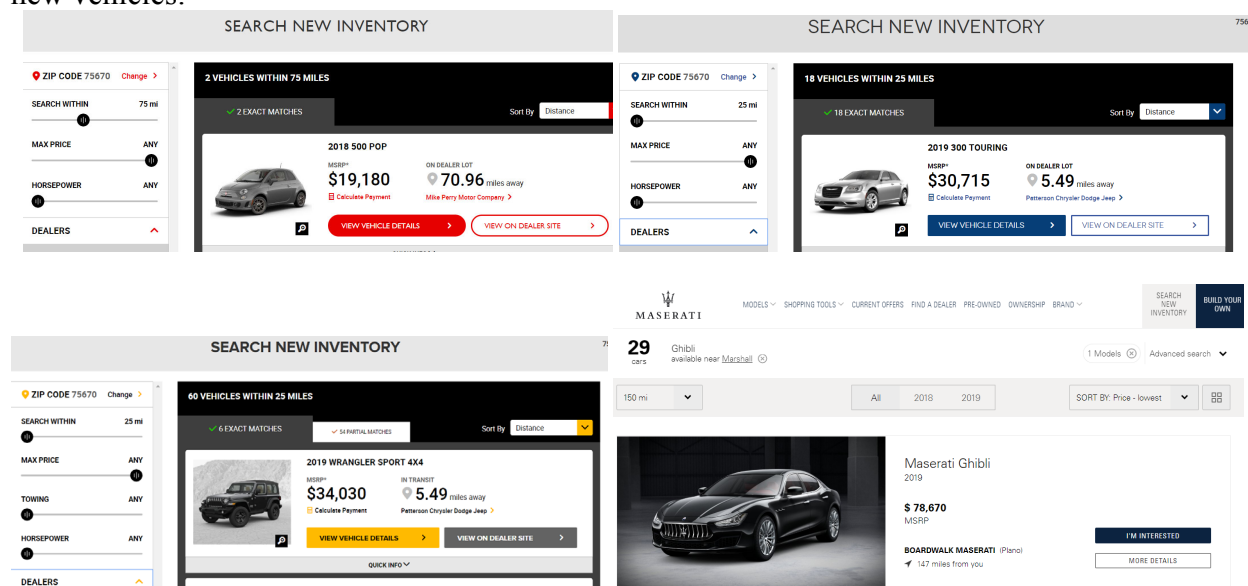
29. Upon information and belief, MNA controls the provisions of warranty service and work at the Maserati Dealers in this District. Upon information and belief, MNA requires the Authorized Maserati Dealers to perform warranty work. Upon information and belief, the technicians employed by MNA provide direct supervision and assistance within the District on a regular, ongoing, and continuous basis in connection with warranty repairs being performed within the district.

30. Upon information and belief, Defendants regularly engage in marketing activities that promote the sale of Chrysler, Fiat, Dodge, Jeep, Ram, Alfa Romeo and Maserati-branded products to customers and/or potential customers located in Texas and in the judicial Eastern

¹³ See, e.g., <https://msmownerassets.z13.web.core.windows.net/assets/publications/en-us/Chrysler/2017/300/1930.pdf>;
<https://msmownerassets.z13.web.core.windows.net/assets/publications/en-us/Fiat/2018/500/9737.pdf>;
https://www.alfaromeousa.com/content/dam/alfausa/uploads/Warranty/Giulia/2018-Alfa_Romeo-Giulia-Generic_Warranty-2nd.pdf.

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 Chrysler, Fiat, Dodge, Jeep, Ram, Alfa Romeo and Maserati-branded vehicles with accused products, including the Dealers within the Eastern District of Texas. Defendants’ interactive commercial websites allow a customer to see available inventory and Dealer locations in this District through its Search New Inventory and Find a Dealer functions.¹⁴ Defendants’ interactive commercial websites have

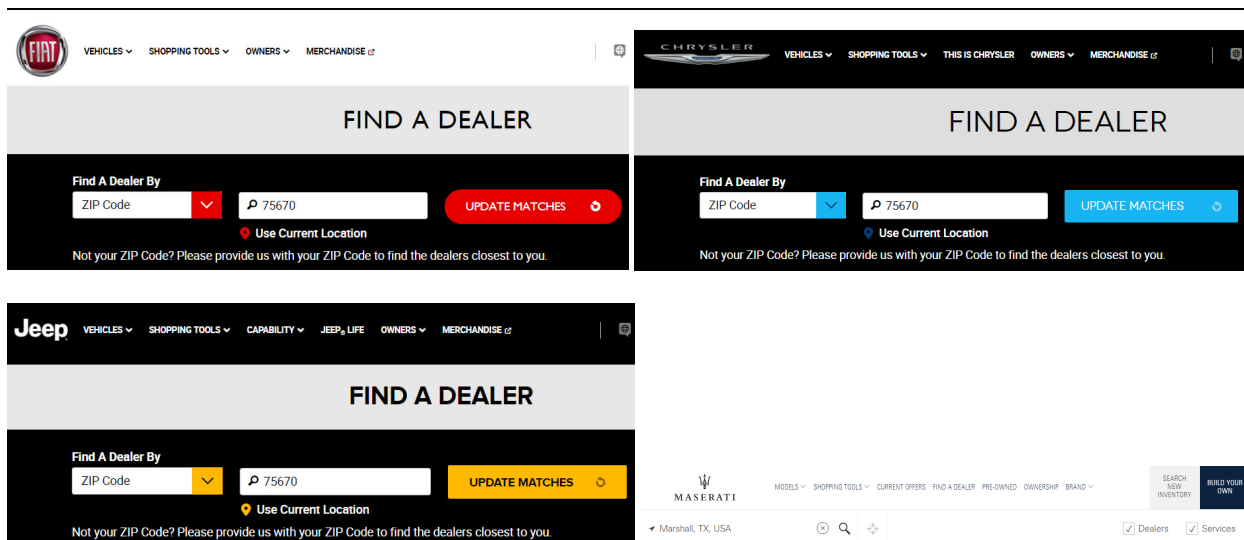
¹⁴ See, e.g., the following captures from FCAUS’s and MNA’s websites for Fiat, Chrysler, Jeep and Maserati (accessed on July 1, 2019) show the Inventory Search and Find a Dealer functions of FCAUS’s and MNA’s websites that directs customers to its Authorized Dealers to purchase new vehicles:



(https://www.fiatusa.com/new-inventory.fiat_500.2018.html?modelYearCode=IUX201801&radius=50;
<https://www.chrysler.com/new-inventory.300.2019.html?modelYearCode=IUC201901&radius=25;> <https://www.jeep.com/new-inventory.wrangler.2019.html?modelYearCode=IUJ201910&radius=25&variation=Sport;>
<https://www.maseratiusa.com/us/en/shopping-tools/new-inventory/search-results?location=32.5450%7C-94.3673&distanceto=50&cars=GH&minprice=73000&maxprice=190000&minyear=2018&maxyear=2019&minmiles=0&maxmiles=0&view=list>)

submission forms that allow customers to schedule test drives with Dealers in this District. Defendants’ interactive websites also provide service and care information, and materials about Defendants’ products, including the accused products. 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.

31. Upon information and belief, Defendants’ commercial interactive websites solicit orders from customers, including customers in this District. Upon information and belief, Defendants’ websites allow a customer to “build your own” Chrysler, Fiat, Dodge, Jeep, Ram, Alfa Romeo and Maserati vehicle. Upon information and belief, once a customer builds a vehicle on one of Defendants’ websites, the website presents the customer with the option to get a quote or find a dealer in order to purchase the vehicle. Upon information and belief, once a customer provides zip code and contact information to request a quote, Defendants then have an authorized dealer contact the customer to execute the sale of the vehicle.



(<https://www.fiatusa.com/find-dealer.html>; <https://www.chrysler.com/find-dealer.html>; <https://www.jeep.com/find-dealer.html>; and <https://www.maseratiusa.com/us/en/shopping-tools/dealer-locator>).

32. Upon information and belief, Defendants own Chrysler, Fiat, Dodge, Jeep, Ram, Alfa Romeo and Maserati trademarks, and all trademarks related to the Chrysler, Fiat, Dodge, Jeep, Ram, Alfa Romeo and Maserati, in the United States.

33. Upon information and belief, the building exteriors of the Dealers in this District prominently display Defendants' trademarked logos, and the names of the Dealers include Defendants' trademarks: "Chrysler," "Fiat," "Dodge," "Jeep," "Ram," "Alfa Romeo" and "Maserati."¹⁵

¹⁵ See, e.g., the following captures from Google Maps (accessed on July 1, 2019): Showing the exterior of Alfa Romeo Fiat of McKinney:



(<https://www.google.com/maps/@33.2047123,-96.6380214,3a,75y,91.4h,84.22t/data=!3m6!1e1!3m4!1sDkL5mUII5D00ZcoGSqkGSw!2e0!7i16384!8i8192>) (image uploaded to Google Maps Dec. 2018);
(<https://www.google.com/maps/@33.2040814,-96.6378416,3a,15y,5.38h,91.49t/data=!3m6!1e1!3m4!1sj7R0jALDCJHxbL6FHQXMLg!2e0!7i16384!8i8192>) (image uploaded to Google Maps Dec. 2018))

Showing the exterior of Greenville Chrysler Jeep Dodge:



JURISDICTION AND VENUE

34. 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).

35. 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.

(https://www.google.com/maps/@33.113135,-96.100824,3a,37.5y,144.64h,97.48t/data=!3m6!1e1!3m4!1sXraHECGhwasSJ_ICtLYFzw!2e0!7i16384!8i8192 (image uploaded to Google Maps Dec. 2018);
https://www.google.com/maps/@33.1127613,-96.1009352,3a,37.5y,101.88h,91.46t/data=!3m6!1e1!3m4!1sPdT_3v369d_qXbN0v99fNw!2e0!7i16384!8i8192 (image uploaded to Google Maps Dec. 2018))

Showing the exterior of Boardwalk Maserati:



(<https://www.google.com/maps/@33.0176518,-96.8356294,3a,75y,178.29h,90.53t/data=!3m6!1e1!3m4!1spJhtWHc7pOgubRaCvXDAKA!2e0!7i16384!8i8192> (image uploaded to Google Maps Dec. 2018);
<https://www.google.com/maps/@33.017644,-96.8351576,3a,37.5y,225.56h,88.62t/data=!3m6!1e1!3m4!1sZPTK-BIRDNCkrHnSDvLujg!2e0!7i16384!8i8192> (image uploaded to Google Maps June 2018);
https://www.google.com/maps/@33.0176479,-96.8353709,3a,75y,194.39h,90.09t/data=!3m6!1e1!3m4!1sz2dq83XP3Cn8toJC_agPWg!2e0!7i16384!8i8192 (image uploaded to Google Maps June 2018))

36. Upon information and belief, Defendanta transact substantial business in the state of Texas and this judicial district. Defendants have committed acts of infringement in this District, by among other things, offering to sell and selling products that infringe the asserted patents, including the accused devices as alleged herein, as well as providing service and support to their customers in this District. Upon information and belief, Defendants, directly or indirectly, participate in the stream of commerce that results in products, including the accused products, being made, used, offered for sale, and/or sold in the state of Texas and/or imported into the United States to the state of Texas.

37. 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, each Defendant has a regular and established place of business in Texas and in this judicial district, Defendant has 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.

38. 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

39. 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.”

40. 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

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

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

43. Defendants manufacture, import, and/or sell audio and multimedia integration systems which have been installed in Chrysler, Fiat, Dodge, Jeep, Ram, Alfa Romeo and Maserati branded vehicles made in or imported into the United States since at least approximately 2013, including the “Uconnect,” 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 Defendants make and sell through their subsidiaries, Magneti Marelli¹⁶ and Mopar, and purchase from third-party suppliers including, but not limited to, Continental, Harman, Hyundai Mobis and Panasonic.

44. The Infotainment Systems are sold in at least the following vehicles during the period from 2013 to the present: Alfa Romeo 4C, Giulia, and Stelvio; Chrysler 200, 300, Pacifica, and Town & Country; Dodge Avenger, Caravan, Challenger, Charger, Dart, Durango, Grand Caravan, Journey, and Viper; Fiat 124 Spider, 500, 500C, 500e, 500L and 500X; Jeep Cherokee, Grand Cherokee, Compass, Gladiator, Renegade, and Wrangler; Maserati Ghibli,

¹⁶ Upon information and belief, Defendants sold Magneti Marelli to Calsonic Kansei in 2018.

Gran Turismo, Levante, and Quattroporte; and Ram 1500, 2500, 3500, 4500, 5500, Chassis Cab, ProMaster, and ProMaster City.

45. 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.

46. Defendants' user manuals, instructional videos, websites, and other information demonstrate to the Chrysler, Fiat, Dodge, Jeep, Ram, Alfa Romeo and Maserati 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 Manual for the Uconnect, downloaded from <https://msmownerassets.z13.web.core.windows.net/assets/publications/en-us/Chrysler/2018/300/9546.pdf>, "Uconnect 4C/4C Nav with 8.4 Inch Screen," instructs:

Info

Press the “Info” button on the touchscreen to display the current track information. Press the “Info” button on the touchscreen a second time to cancel this feature.

Tracks

Press the “trks” button on the touchscreen to display a pop up with the Song List. The currently playing song is indicated by an arrow and lines above and below the song title. When in the Tracks List screen you can rotate the TUNE/SCROLL knob to highlight a track (indicated by the line above and below the track name) and then push the ENTER/BROWSE knob to start playing that track.

Pressing the “trks” button on the touchscreen while the pop up is displayed will close the pop up.

USB MODE**Overview**

USB/iPod Mode is entered by either inserting a USB device or iPod and cable into the USB Port or press the “iPod” button on the left side of the display.

Seek Up ►►/Seek Down◄◄

Press and release the Seek Up ►► button on the touchscreen for the next selection on the USB device/iPod. Press and release the Seek Down ◄◄ button on the touchscreen to return to the beginning of the current selection, or to return to the beginning of the previous selection if the USB device/iPod is within the first three seconds of the current selection.

Browse

Press the “Browse” button on the touchscreen to display the browse window. The left side of the browse window displays a list of ways you can browse through the contents of the USB device/iPod. If supported by the device, you can browse by Folders, Artists, Playlists, Albums, Songs, etc. Press the desired button on the left side of the screen. The center of the browse window shows items and it’s sub-functions, which can be scrolled by pressing the “Up” and “Down” buttons to the right. The TUNE/SCROLL knob can also be used to scroll.

Media Mode

Press the “Media” button on the touchscreen to select the desired audio source: USB.

38 MEDIA MODE**Repeat**

Press the “Repeat” button on the touchscreen to toggle the repeat functionality. The Repeat button on the touchscreen is highlighted when active. The Radio will continue to play the current track, repeatedly, as long as the repeat is active.

Shuffle

Press the “Shuffle” button on the touchscreen to play the selections on the USB/iPod device in random order to provide an interesting change of pace. Press the “Shuffle” button on the touchscreen a second time to turn this feature off.

Info

Press the “Info” button on the touchscreen to display the current track information. Press the “Info” button on the touchscreen a second time to cancel this feature.

Tracks

Press the “trks” button on the touchscreen to display a pop up with the Song List. The currently playing song is indicated by an arrow and lines above and below the song title. When in the “trks” List screen you can rotate the TUNE/SCROLL knob to highlight a track (indicated by the

line above and below the track name) and then push the ENTER/BROWSE knob to start playing that track.

Pressing the “trks” button on the touchscreen while the pop up is displayed will close the pop up.

Audio

Refer to Radio Mode for adjusting the audio settings.

AUX MODE**Overview**

AUX (Auxiliary Mode) is entered by inserting an AUX device using a cable with a 3.5 mm audio jack into the AUX port or by pressing the AUX button on the left side of the display.

Inserting Auxiliary Device

Gently insert the Auxiliary device cable into the AUX Port. If you insert an Auxiliary device with the ignition ON and the radio ON, the unit will switch to AUX mode and begin to play when you insert the device cable.

Controlling The Auxiliary Device

The control of the auxiliary device (e.g., selecting playlists, play, fast forward, etc.) cannot be provided by the radio;

use the device controls instead. Adjust the volume with the VOLUME And ON/OFF rotary knob, or with the volume of the attached device.

NOTE: The vehicle radio unit is acting as the amplifier for audio output from the Auxiliary device. Therefore, if the volume control on the Auxiliary device is set too low, there will be insufficient audio signal for the radio unit to play the music on the device.

Media Mode

Press the “Media” button on the touchscreen to select the desired audio source: AUX.

Audio

Refer to Radio Mode for adjusting the audio settings.

BLUETOOTH MODE

Overview

Bluetooth Streaming Audio (BTSA) or Bluetooth Mode is entered by pairing a Bluetooth device, containing music, to the Uconnect System.

Before proceeding, the Bluetooth device must be paired to the Uconnect Phone to communicate with the Uconnect System.

NOTE: See the pairing procedure in the Uconnect Phone section for more details.

To access Bluetooth mode, press the “Bluetooth” button on the left side of the display.



Seek Up ►►/Down◄◄

Press and release the “Right Arrow” ►► button on the touchscreen for the next selection on the Bluetooth device. Press and release the “Left Arrow” ◄◄ button on the touchscreen to return to the beginning of the current selection, or return to the beginning of the previous selection if the Bluetooth device is within the first second of the current selection.

Media Mode

Press the “Media” button on the touchscreen to select the desired audio source: Bluetooth.

Tracks

If the Bluetooth device supports this feature, press the “trks” button on the touchscreen to display a pop up with the Song List. The currently playing song is indicated by a red arrow and lines above and below the song title.

Pressing the “trks” button on the touchscreen while the pop up is displayed will close the pop up.

Audio

Refer to Radio Mode for adjusting the audio settings.

ANDROID AUTO & APPLE CARPLAY

Android Auto

Android Auto is a feature of your Uconnect system, and your Android 5.0 Lollipop, or higher, powered smartphone with a data plan, that allows you to project your smartphone and a number of its apps onto the touchscreen radio display. Android Auto automatically brings you useful information, and organizes it into simple cards that appear just when they are needed. Android Auto can be used with Google’s best-in-class speech technology, the steering wheel controls, the knobs and buttons on your radio faceplate, and the radio display’s touchscreen to control many of your apps. To use Android Auto follow the following procedure:

1. Download the Android Auto app from the Google Play store on your Android-powered smartphone.
2. Connect your Android powered smartphone to one of the media USB ports in your vehicle. If the Android Auto app was not downloaded, the first time you plug your device in, the app will begin to download.

NOTE: Be sure to use the factory-provided USB cable that came with your phone, as aftermarket cables may not work.

COUNT I
(Infringement of the '786 Patent)

47. Paragraphs 1 through 46 are incorporated herein by reference as if fully set forth in their entireties.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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. Prior to the filing of the original Complaint, upon information and belief, Defendants had actual knowledge of the '786 Patent from prior litigations accusing products made by Infotainment System suppliers of Defendants and prior litigations in which Infotainment System suppliers of Defendants were

involved as third parties. In addition, prior to the filing of the Complaint, Defendants were served with subpoenas for documents and deposition testimony in connection with another action involving the '786 Patent. 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)

55. Paragraphs 1 through 46 are incorporated herein by reference as if fully set forth in their entireties.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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. Prior to the filing of the original Complaint, upon information and belief, Defendants had actual knowledge of the '342 Patent from prior litigations accusing products made by Infotainment System suppliers of Defendants and prior litigations in which Infotainment System suppliers of Defendants were involved as third parties. In addition, prior to the filing of the Complaint, Defendants were served with subpoenas for documents and deposition testimony in connection with another action involving the '342 Patent. 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. Entry of judgment declaring that Defendants' infringement of the patents-in-suit has been willful and deliberate;
- c. 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;
- d. 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;

e. 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;

f. 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

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

Dated: November 15, 2019

Respectfully submitted,

/s/ DRAFT

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