



2. Upon information and belief, Navistar, Inc. is a Delaware corporation with a place of business at 2701 Navistar Drive, Lisle, Illinois 60532, and may be served with process through its registered agent, Illinois Corporation Service Company, 801 Adlai Stevenson Drive, Springfield, Illinois 62703.

3. Upon information and belief, Navistar International Corporation is a Delaware corporation with a place of business at 2701 Navistar Drive, Lisle, Illinois 60532, and may be served with process through its registered agent, Illinois Corporation Service Company, 801 Adlai Stevenson Drive, Springfield, Illinois 62703.

4. Upon information and belief, Navistar is the exclusive manufacturer, importer and distributor of International-branded vehicles. Upon information and belief, Navistar manufactures and assembles International-branded vehicles and distributes them through International dealers (“Dealers”) throughout the United States.

5. Upon information and belief, Navistar maintains a place of business in this Judicial District, located at 2595 Dallas Pkwy, #203, Frisco, TX 75034. Upon information and belief, Navistar maintains a warehouse at 4038 Rock Quarry Road, Dallas, TX 75211.

6. Upon information and belief, Navistar, Inc. and Navistar International Corporation 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, Navistar, Inc. and Navistar International Corporation are registered as a taxable entity with the Texas Comptroller of Public Accounts in connection with its marketing and distribution activities, and its sales of International-branded vehicles through its relationships with the Dealers.

7. Upon information and belief, Navistar engages in sales and service of products that infringe the patents-in-suit at multiple vehicle dealerships in the Eastern District of Texas, including, for example, Plier International<sup>1</sup> and Price International<sup>2</sup>.

8. Upon information and belief, Navistar manages the marketing, sales, and service of International-branded products to customers and/or potential customers located in Texas and in this Judicial District. Upon information and belief, each Dealer is permitted to sell and service Navistar vehicles in this Judicial District must be authorized by Navistar.<sup>3</sup>

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

10. Upon information and belief, the Dealers located within the Eastern District of Texas have executed Dealer Sales/Maintenance Agreements (“Dealer Agreement”) with Navistar. Upon information and belief, the Dealer Agreements set forth standards and requirements enumerated by Navistar 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.

11. Upon information and belief, Navistar regularly, continuously, and systematically provides support to and control over the Dealers located in this Judicial District. Upon

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<sup>1</sup> Located in Longview, Texas. See <https://www.plierinternational.com/>.

<sup>2</sup> Located in Tyler, Texas. See <http://www.price-international.com/>.

<sup>3</sup> Additionally, the Navistar Dealer Plier International in this Judicial District has achieved Diamond Edge Certification from Navistar. See <https://www.plierinternational.com/--diamond-certified>. Diamond Edge Certification is a joint effort by International, IC Bus and the dealer network, and is achieved by select dealerships when they pass rigorous service and parts guidelines set by Navistar. <https://www.internationaltrucks.com/support/diamond-edge>.

information and belief, Navistar 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 Navistar require working at the Dealers in this Judicial District.

12. Upon information and belief, Navistar employees regularly travel to the Dealers in this Judicial District in order to provide support and exercise control over the sales, marketing, and service of International-branded automobiles in this Judicial District. As examples of Navistar's support to and control over the Dealers, upon information and belief, Navistar employees travel to the Dealers located in this Judicial District to ensure compliance with Navistar dealers standards, ensure that advertising is consistent with Navistar corporate message and branding guidelines, train dealership personnel on new products, assist the Dealers with problem solving, diagnose technical concerns, provide on-site assistance, assist the Dealers with sales, marketing, business development and business plan, ensure Dealer orders meet market demand, manage monthly vehicle allocation, and review and analyze Dealer financial statements, and consult with the Dealers to improve their operations and retail business.

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

14. Upon information and belief, Navistar issued a Warranty Procedures and Administrative Policies manual ("Warranty Manual") to the Dealers located within this Judicial

District.<sup>4</sup> The Warranty Manual spells out the respective obligations of Navistar and the Dealers in administrating vehicle warranty provisions. The Warranty Manual states that the Dealers are required by the Dealer Agreement to provide warranty service to all International-branded vehicles covered by that Dealer Agreement. The Warranty Manual states that Navistar will reimburse the Dealers for the warranty repairs and parts.

15. Upon information and belief, through its exclusive agents, instrumentalities and representatives, Navistar provides warranty service within this Judicial District on the infringing products. Upon information and belief, Navistar warrants to the original and each subsequent owner of new International-branded 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 Navistar. Upon information and belief, there are authorized Dealers performing warranty work in this Judicial District, at the service departments at Piler International and Price International. Upon information and belief, service technicians employed at these Dealers participate in Navistar-sponsored training programs, schools, and events.

16. Upon information and belief, Navistar provides Owner's Limited Warranty service policies booklets ("Booklets") to customers, including those customers that purchase International-branded vehicles in this Judicial District. Upon information and belief, the Booklets direct questions regarding warranty rights and responsibilities to Navistar's customer service department. Upon information and belief, the Booklets require, to the extent allowed by state law, customers, including those customers that purchase International-branded vehicles in

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[http://www.navistarlearning.com/dotnet/application/downloadcontent2.aspx?flag=&content\\_id=15242](http://www.navistarlearning.com/dotnet/application/downloadcontent2.aspx?flag=&content_id=15242)

this Judicial District, to provide written notification to Navistar of any service difficulties at the Dealers before customers are eligible for the remedies provided by state law.

17. Upon information and belief, the International-branded dealerships located within this Judicial District are Navistar's exclusive agents, instrumentalities, and representatives within this Judicial District for the provision within this Judicial District of all new warranty service for International-branded vehicles sold both within the Judicial District and outside the Judicial District. Upon information and belief, if an International customer located within the Judicial District needs to have new vehicle warranty repairs performed within the Judicial District, Navistar requires the International customer to have the work performed at one of their authorized Dealers, including the Dealers within this Judicial District.

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

19. Upon information and belief, Navistar regularly engages in marketing activities that promote the sale of International-branded products to customers and/or potential customers located in Texas and in this Judicial District. Upon information and belief, Navistar maintains interactive commercial websites, accessible to residents of the State of Texas and this Judicial District, through which Navistar promotes their products that infringe the patents-in-suit. Upon information and belief, these interactive commercial websites direct customers as to where to buy International-branded vehicles with accused products, including the Dealers within this

Judicial District. Navistar’s interactive commercial websites allow a customer to see available inventory and Dealer locations in this Judicial District through its search inventory and dealer locator functions.<sup>5</sup> These interactive commercial websites direct customers as to where to

<sup>5</sup> See, e.g., the following captures from Navistar’s websites for International (accessed on October 9, 2019) show the search inventory and dealer locator function of Navistar’s websites that directs customers to its authorized Dealers:

The screenshot shows the International Trucks website's search interface. At the top, there is a navigation bar with 'INTERNATIONAL' and links for TRUCKS, PARTS, SHOPPING TOOLS, SUPPORT, ABOUT US, INVENTORY, and FIND A DEALER. Below the navigation bar is a search prompt: 'Search new inventory of International® Truck® models equipped with the options, components and specifications you need to get the job done.' The search input field contains '75670' and a 'GO' button. To the right of the input field are links for 'Use current location' and 'Start On'. Below the search bar, there are filters for 'Location' (set to 500 Miles), 'Model' (set to MV - MV607), and 'Sort by'. The search results show 282 matches. Three truck listings are visible: '2020 MV MV607', '2020 MV MV607', and '2019 MV MV607'. Each listing includes a price (Call for Price), GVWR (25,999 lbs), engine (B6), transmission (Allison), and horsepower (300 hp max). The first two listings are marked as 'VEHICLE IN STOCK' at Piller International (18.64 mi) in Longview, TX, with contact info (903) 483-3695. The third listing is marked as 'IN YOUR AREA' at Piller International (18.64 mi) in Longview, TX.

### LOCATE A DEALER

The screenshot shows the International Trucks website's dealer locator interface. At the top, there is a navigation bar with 'INTERNATIONAL' and links for TRUCKS, PARTS, SHOPPING TOOLS, SUPPORT, ABOUT US, INVENTORY, and FIND A DEALER. Below the navigation bar is a search prompt: 'Search new inventory of International® Truck® models equipped with the options, components and specifications you need to get the job done.' The search input field contains '75670' and a 'GO' button. To the right of the input field are links for 'Use current location' and 'Start On'. Below the search bar, there are filters for 'Location' (set to 500 Miles), 'Model' (set to MV - MV607), and 'Sort by'. The search results show 282 matches. Three truck listings are visible: '2020 MV MV607', '2020 MV MV607', and '2019 MV MV607'. Each listing includes a price (Call for Price), GVWR (25,999 lbs), engine (B6), transmission (Allison), and horsepower (300 hp max). The first two listings are marked as 'VEHICLE IN STOCK' at Piller International (18.64 mi) in Longview, TX, with contact info (903) 483-3695. The third listing is marked as 'IN YOUR AREA' at Piller International (18.64 mi) in Longview, TX.

(<https://www.internationaltrucks.com/inventory/search-results/medium/MV/75670;>  
[https://www.internationaltrucks.com/dealer-locator?location=75670\)](https://www.internationaltrucks.com/dealer-locator?location=75670)

service their International-branded vehicles based on the customer's location.<sup>6</sup> Navistar's interactive commercial websites have submission forms that allow customers to schedule test drives with Dealers in this Judicial District and request quotes from local Dealers in this Judicial District. Navistar's interactive websites also provide service and care information, and materials about Navistar's products, including the accused products. Upon information and belief, Navistar attempts to sell their International-branded vehicles within this Judicial 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 this Judicial District.

20. Upon information and belief, Defendants' commercial interactive websites solicit orders from customers, including customers in this Judicial District. Upon information and belief, Defendants' websites allow a customer to "build your own" International 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 request a quote. Upon information and belief, once a customer provides contact information to request a quote, Defendants then have an authorized Dealer contact the customer to execute the sale of the vehicle.

21. Upon information and belief, Navistar owns "Navistar" and "International" trademarks, and all trademarks related to the Navistar and International brands in the United States. Upon information and belief, the building exterior of the Dealers in this Judicial District

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<sup>6</sup> See, e.g., <https://www.internationaltrucks.com/dealer-locator>; <https://www.icbus.com/dealer-locator#>.



is branded with Navistar's trademarked logos, and the Dealer name includes Navistar's trademark, "International."<sup>7, 8</sup>

<sup>7</sup> See, e.g., the following captures from Google Maps (accessed on October 9, 2019) showing the exterior of Pliler International:



([https://www.google.com/maps/@32.4571343,-94.7073109,3a,37.5y,159.09h,94.22t/data=!3m6!1e1!3m4!1s6Y6\\_\\_xr64tN6BxngJA3gDA!2e0!7i13312!8i6656?hl=en-US](https://www.google.com/maps/@32.4571343,-94.7073109,3a,37.5y,159.09h,94.22t/data=!3m6!1e1!3m4!1s6Y6__xr64tN6BxngJA3gDA!2e0!7i13312!8i6656?hl=en-US) (image uploaded to Google Maps April 2019);  
<https://www.google.com/maps/@32.4568524,-94.7068993,3a,90y,90.05h,87.62t/data=!3m6!1e1!3m4!1sjRjC00YhVeDNsIYZEGqKVw!2e0!7i13312!8i6656?hl=en-US> (image uploaded to Google Maps Dec. 2018);

### JURISDICTION AND VENUE

22. 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).

23. This Court has personal jurisdiction over Navistar. Navistar conducts business and has committed acts of patent infringement and/or has induced acts of patent infringement by

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<sup>8</sup> See, e.g., the following captures from Google Maps (accessed on October 9, 2019) showing the exterior of Price International:



(<https://www.google.com/maps/@32.3897126,-95.2750638,3a,37.5y,187.78h,94.19t/data=!3m6!1e1!3m4!1sbUVuzL9KVz7FneRr7BQ5Zw!2e0!7i13312!8i6656> (image uploaded to Google Maps Nov. 2018);  
<https://www.google.com/maps/@32.3892165,-95.2749389,3a,37.5y,275.97h,88.65t/data=!3m6!1e1!3m4!1seRFGeXo4euyyWpj2yngwmw!2e0!7i13312!8i6656> (uploaded to Google Maps June 2019)).

others in this Judicial District and/or has contributed to patent infringement by others in this Judicial District, the State of Texas, and elsewhere in the United States.

24. Upon information and belief, Defendants transact substantial business in the State of Texas and this Judicial District. Defendants have committed acts of infringement in this Judicial 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 Judicial 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.

25. As stated in Paragraphs 2–24, venue is proper in this Judicial District pursuant to 28 U.S.C. § 1400(b) because, among other things, Navistar is subject to personal jurisdiction in this Judicial District, has a regular and established place of business in Texas and in this Judicial District, 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.

26. Navistar is 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**

27. 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.” A true and correct copy of the ’786 Patent is attached hereto and identified as Exhibit A.

28. 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.” A true and correct copy of the ’342 Patent is attached hereto and identified as Exhibit B.

**FACTUAL ALLEGATIONS**

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

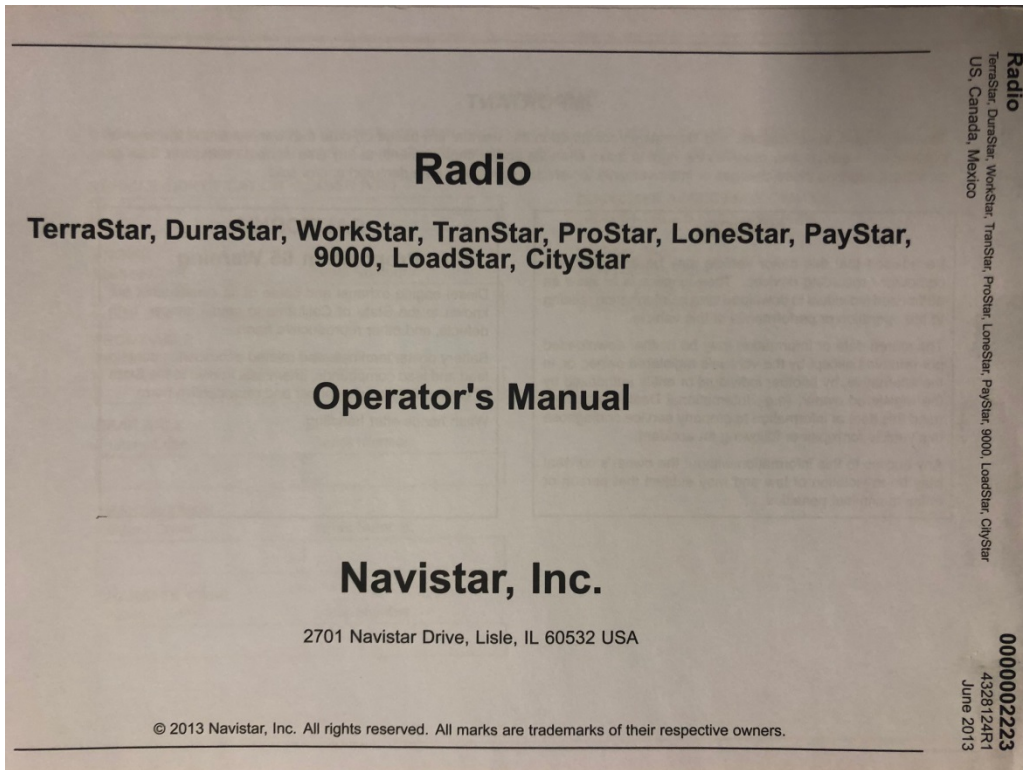
30. Plaintiff has complied with the requirements of 35 U.S.C. § 287(a).

31. Navistar manufactures, imports, and/or sells audio and multimedia integration systems which have been installed in International-branded vehicles made in or imported into the United States since at least approximately 2013, 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 Navistar makes and sells, and purchases from third-party suppliers.

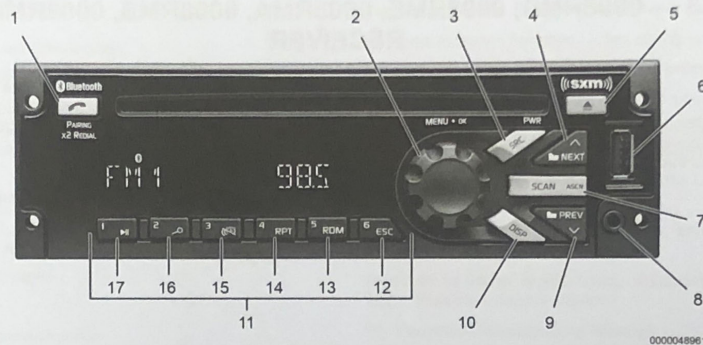
32. The Infotainment Systems are sold in at least the following vehicles during the period from 2013 to the present: International CV Series, MV Series, HV Series, HX Series, CityStar, LoadStar, LoneStar, LT Series, RH Series, DuraStar, PayStar, ProStar, TerraStar, TranStar, WorkStar, 9000, and 9900I.

33. The Infotainment Systems support the integration of third-party external audio and multimedia devices, such as MP3 players, with the vehicle stereo. The Infotainment Systems permit an end user to connect a third-party external audio or multimedia device to the vehicle 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 vehicle stereo's controls, and the audio from the external device may be played through the vehicle stereo and speakers while text, pictures, visual images, and video from the external device may be displayed on the display screen of the vehicle stereo.

34. Navistar 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 vehicle stereo by wire to, for example, a USB port or wirelessly by Bluetooth, and how the external device may be controlled by the vehicle stereo's controls. For example, the Radio Operation and Maintenance Manual for TerraStar, DuraStar, WorkStar, TranStar, ProStar, LoneStar, PayStar, 9000, LoadStar, and CityStar instructs:



**0008RMD, 0008RME, 0008RMA, 0008RMB, 0008RMC - STEREO RECEIVER**



**Stereo Receiver**

- |  |   |   |
|--|---|---|
| <ol style="list-style-type: none"> <li>1. Phone – Enables or disables Bluetooth feature</li> <li>2. Volume / OK knob – Controls volume, audio menu and user menu/ confirms a selected action</li> <li>3. SRC / PWR – Switches between FM, AM, WX, SXM, CD, USB/iPod AUX and Bluetooth audio / turns radio On or OFF</li> <li>4. NEXT / Forward – Switches to next track or station / fast forward or tune up</li> <li>5. ^ – Ejects CDs</li> </ol> | <ol style="list-style-type: none"> <li>6. USB port – For USB memory devices</li> <li>7. SCAN / ASCAN – Scans stations, CD tracks, MP3, WMA files and folders / stores strongest stations to presets</li> <li>8. AUX input – Auxiliary input for external audio devices</li> <li>9. PREV / Reverse – Switches to the previous track or station / rewind or tune down</li> <li>10. DISP – Changes display</li> <li>11. Push Buttons 1 to 6 – Station presets</li> </ol> | <ol style="list-style-type: none"> <li>12. ESC – Exits menu level / rejects or cancels a call (if Bluetooth equipped)</li> <li>13. RDM – Plays tracks randomly</li> <li>14. RPT – Repeats current track</li> <li>15. Clock / Alarm – Cancels alarm</li> <li>16. Browse – Navigates through the device to find a specific song or context</li> <li>17. Play / Pause – Pauses or plays current media</li> </ol> |
|--|---|---|



**0008RMD, 0008RME, 0008RMA, 0008RMB, 0008RMC - STEREO RECEIVER**

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**Radio**

**AUDIO SOURCE**

To access AM, FM, WX, SiriusXM®(SXM) (if equipped), iPod, USB, Rear Aux, Front Aux, CD or Bluetooth® Audio do one of the following:

- Press the SRC button and scroll through the source menu by rotating the Volume / OK knob.
- Press the SRC button and scroll through the source menu using NEXT or PREV button

**NOTE: The Volume/ OK knob must be pressed to confirm the source selection.**

**AM-FM-WX Radio**

**TUNING**

Select the desired "Tuner Configuration"

If the tuner configuration is set to MANUAL, the radio will:

- Execute manual tuning when the NEXT or PREV buttons are pressed.
- Execute seek tuning when the NEXT or PREV buttons are held.

If the tuner is set to AUTO, the radio will:

- Execute seek tuning when the NEXT or PREV buttons are pressed.

- Execute manual tuning when the NEXT or PREV buttons are held.

**Manual Tuning**

The current frequency will be increased / decreased by 1 step of 0.2MHz (USA FM mode), 10 kHz (USA AM mode) and one channel (25 kHz) in WX mode.

**SEEKING A STATION**

When the seek function is activated the radio increments/decrements the frequency until a tunable station is found.

If a tunable station is not found, the radio will display a "NO STATION FOUND" message.

**PRESETS**

**Storing Radio Station Presets**

Tune to the desired frequency and then hold any of the preset (1-6) buttons until the radio produces a beep.

**Tuning Radio Station Presets**

Press any of the preset (1-6) buttons. The radio will tune to the preset frequency when the button is released.

**SCAN**

To initiate the SCAN function, press the SCAN/ASCN button. When SCAN is initiated, the radio seeks and stops on the next

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- SUBSCRIPTION UPDATED - PRESS OK TO CONTINUE – The subscription of the radio was updated. To remove the message and return to the previous state press the Volume / OK knob.
- CH UNAVAIL – Requested channel is unavailable. Unavailable channels are those that are in the legal channel range, but are not currently available for display or subscription as a broadcast service. After 3 seconds, the radio will tune to the previous channel (if available) or channel 1.

**iPod**

**IPOD COMPATIBILITY**

This Radio supports the following iPod models:

- iPod classic® (6th generation)
- iPod nano® (6G)
- iPod touch® (4G)
- iPhone® (3G, 3GS, 4, and 4S)

Other iPods may be played, but functionality is not guaranteed.

Radio provides up to 1 Amp of charge, so any device connected to the USB that requires less than 1 Amp will be charged.

The radio may not operate or function correctly in the following situations:

- When connecting an iPod with a more recent version of firmware installed than what is supported by the radio.
- When connecting an iPod in which firmware from other providers are installed.

**PLAYING FROM AN IPOD:**

1. Connect one end of the standard iPod USB cable to the iPod's dock connector.
2. Connect the other end to the USB port in the front radio display (it begins to play).
3. Using SRC Button select the USB source.
4. Radio will start playing the USB and shows the track number, song, artist, elapsed time, and album information displays when available.
5. iPod music information displays on the radio's display and begins playing through the vehicle's audio system.
6. The iPod battery recharges automatically while the vehicle is on.
7. The iPod shuts off and stops charging when the vehicle is shut off.
8. If the iPod is an unsupported model, it can still be listened to in the vehicle by connecting to the auxiliary input jack using a standard 3.5mm (1/8 in) stereo cable.

**IPOD MENU**

Press the magnifying glass (preset 1) button while USB source (iPod connected) is active to access the iPod music menu.

Use the Volume / OK knob, NEXT or PREV button to navigate through the different options.

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## 0008RMD, 0008RME, 0008RMA, 0008RMB, 0008RMC - STEREO RECEIVER

Use the iPod audio menu to select:

**Playlists**

1. Press to view the playlists on the iPod.
2. Select a playlist name to view a list of all songs in the playlist.
3. Select the song from the list to begin playback.

**Artists**

1. Press to view the artists on the iPod.
2. Select an artist name to view a list of all albums with songs by the artist.
3. Select an album.
4. Select the song from the list to begin playback.

**Albums**

Press to view the albums on the iPod.

Select an album name to view a list of all songs on the album or select all songs to view all songs on the iPod.

Select the song from the list to begin playback.

**Genres**

1. Press to view the genres on the iPod.
2. Select a genre name to view a list of artists of that genre.
3. Select an artist to view albums, or select all albums to view all albums available in that genre.

4. Select Artist to view albums.
5. Select Album to view songs.
6. Select the song from the list to begin playback.

**Podcasts**

1. Press to view all available podcasts on the iPod.
2. Select a podcast name to begin playback.

**Songs**

1. Press to view a list of all songs on the iPod.
2. Select the song from the list to begin playback.

**Composers**

1. Press to view the composers on the iPod.
2. Select the composer to view a list of songs by that composer.
3. Select a song from the list to begin playback.

**Audio Books**

1. Press to view the audio books on the iPod.
2. Select the audio book from the list to begin playback.

When an iPhone® or iPod Touch® with iOS lower than iOS 5.0 is connected through USB and Bluetooth, the audio may not be heard when the iPod source on the radio is selected. Select either dock connector on the phone or disconnect and reconnect the Apple device.

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Use the following controls to play the iPod:

- **PREV (Previous)** – Press to seek to the beginning of the current or previous track. If the track has been playing for less than ten seconds, it seeks to the previous track. If longer, the tracks been playing longer than ten seconds, the current track starts from the beginning.
- **NEXT (Next)** – Press to seek to the next track.
- **FF/FR (Fast Forward/Fast Reverse)** – To fast forward or reverse through a track, press and hold NEXT or PREV button.
- **RDM (Random)** – Press to play the tracks randomly. Press again to stop shuffle mode. Look for the RDM icon to illuminate in the radio display.
- **RPT** – Press to repeat current track. Press again to stop repeat. Look for the RPT icon to illuminate in the radio display.

**Error Messages**

If "UNSUPPORTED" message is displayed, it could be for one of the following reasons:

- When the iPod connected is not supported.
- The iPod does not respond to the radio commands. If this is the case, reset the iPod and try again the connection.

If a "NO MUSIC" message is displayed, it will be for one of the following reason:

- There are not playable files on the iPod.

**USB****PLAYING FROM AN USB**

A USB mass storage device can be connected to the USB port. The USB port is on the front of the radio display.

**NOTE: Five volts DC power is limited to one-amp from this port, devices such as iPad that require greater current will not charge from this port.**

**USB MP3 PLAYER AND USB****Drives**

The USB MP3 players and USB drives connected must comply with the following USB Mass Storage specification:

- MS-DOS partition only.
- Class specification (USB MSC) and supports formats of FAT32, FAT16, NTFS, and HFS+.
- Hard disk drives may be played, but they are not supported.
- The radio will not be able to play back write-protected music.
- MTP players are not supported.

The following guidelines must be met when creating an MP3 disc; otherwise the CD might not play:

**For MP3 Files**

- Bit rates: 32, 40, 48, 56, 64, 80, 96, 112, 124, 160, 192, 224, 256, 320 kbps for MPEG-1 Audio Layer 3.

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0008RMD, 0008RME, 0008RMA, 0008RMB, 0008RMC - STEREO RECEIVER

- Sampling frequencies: 32, 44.1 and 48 kHz for MPEG-1 Audio Layer 3.
- Maximum number of folders: Eight folders with 255 files per folder.
- Maximum of 1,000 files on a disc.
- M3u and pls playlist versions supported.
- Recorded on a CD-R or CD-RW with a maximum capacity of 700 MB.

**For Unprotected WMA Files**

- Versions: 1, 2, 7, 8, 9, and 9.1.
- Bit rates: 32 - 320 kbps.
- Sampling frequencies: 32 - 48 kHz.

**Playing an USB Device**

1. Connect the USB and it begins to play.
2. Radio will start playing the USB and shows the track number, song, artist, elapsed time, and album information displays when available.

Use the following controls to play the disc:

- PREV (Previous): – Press to seek to the beginning of the current or previous track. If the track has been playing for less than ten seconds, it seeks to the previous track. If longer than ten seconds, the current track starts from the beginning.
- NEXT (Next) – Press to seek to the next track.

- FF/FR (Fast Forward/Fast Reverse) – To fast forward or reverse through a track, press and hold Next or PREV button.
- RDM (Random) – Press to play the tracks randomly. Press again to stop shuffle mode. Look for the RDM icon to illuminate on the display.
- RPT (Repeat) – Press to repeat current track. Press again to stop repeat. Look for the RPT icon to illuminate on the radio display.
- Folder Up – Press to select next Folder, if playing a specific playable scope, when pressing the radio plays track 1 as newly inserted USB.
- Folder Down – Press to select previous Folder, if playing a specific playable scope, when pressing the radio plays track 1 as newly inserted USB.
- SCAN – Press to start the SCAN of the current playing context. Hold to SCAN the whole device starting on track 1.

If "NO MUSIC" message is displayed, it will be for the following reason:

- There are not MP3 or unprotected WMA files that can be played.

**Front Auxiliary**

In front auxiliary mode, you can play an external device such as an iPod® or MP3 player via the auxiliary input jack on the front of the receiver.

0008RMD, 0008RME, 0008RMA, 0008RMB, 0008RMC - STEREO RECEIVER

To use an external device simply connect the device via the auxiliary input jack.

Front auxiliary mode will not be available if no device is connected to the auxiliary input jack.

**Rear Auxiliary**

In rear auxiliary mode, you can play an external device that you have connected via the receiver's rear power auxiliary input lines.

To use an external device simply connect the device via the auxiliary input jack and select it using the SRC button.

Rear Aux source will be available even when no device is attached to the rear input.

**Bluetooth (If Equipped)**

**SUPPORTED BLUETOOTH DEVICES**

This radio is Blue tooth compatible and the following devices are supported:

- Blackberry Style (9670) Sprint
- Blackberry Torch (9810) AT&T
- LG Octane (VN530) Verizon
- HTC Incredible 2 Verizon
- Apple iPod Touch
- Samsung Google Nexus S4G GSM

- HTC HD& AT&T
- Pantech Pursuit 2 AT&T
- LG G2x T-Mobile
- Sony Ericsson Xperia Play Verizon
- Apple iPhone 4S iOS5 Verizon
- Apple iPad2
- Motorola Droid 3 Verizon
- Samsung Galaxy S Fascinate(1500)Verizon
- LG enVTouch (VX11000) Verizon
- Samsung Galaxy S 4G T- Mobile
- Nokia Supernova (7510) GSM
- Samsung Droid Charge Verizon
- Nokia Lumia 710 AT&T

Other devices may be connected and played, but functionality is not guaranteed. You can connect up to 10 devices to the radio; the radio will connect to the first available paired device.

The Bluetooth Menu is available when the phone button is pressed for more than 3 seconds. To navigate through it, rotate the Volume / OK knob.

The Bluetooth Menu consists on the following options: BT ENABLE, CONNECT PH, DISCONNECT PH, ADD PHONE and DELETE PH.

**0008RMD, 0008RME, 0008RMA, 0008RMB, 0008RMC - STEREO RECEIVER****ENABLING / DISABLING BLUETOOTH**

To Enable / Disable Bluetooth in your Radio (if is not already activated):

- Press the Phone button for more than 3 seconds while the Radio is ON. The Bluetooth Menu will be shown.
- Rotate the Volume / OK knob until the display shows: BT Disable or BT Enable.
- Press the Volume / OK knob to Enable or Disable the Bluetooth.

**PAIRING A BLUETOOTH DEVICE**

To use the Bluetooth functionality, your device must have Bluetooth and the device needs to be paired to the Radio.

To complete pairing the following steps must be follow:

1. Enable Bluetooth on the radio and on the device.
2. Press the Phone button for more than 3 seconds The Bluetooth Menu will be shown.
3. Rotate the Volume / OK knob until the display shows: ADD PHONE.
4. Press the Volume / OK knob to confirm the action.
5. The radio will display ADDING PH for 3 seconds and the Bluetooth status icon will blink. In this discoverable mode, the Bluetooth status icon will continue to blink up to 3 minutes. If no phone is added after the 3 minutes, the radio will display NO PHONE FOUND.

6. During the discoverable mode set your cell phone to add a Bluetooth device and look for the name "Delphi Radio." Follow the instructions on your phone to add a connection. If needed, use 4 PIN number 0000 or 6 PIN number 000000 (depending on the phone) to connect to the radio. When the cell phone has successfully added, the radio will display PH CONNECTED for 3 seconds and then the Bluetooth device name for 3 seconds. Phone Icon will be active on the display.

**CONNECTING A DEVICE**

If your device was previously paired, you can simply connect to the device:

1. Press the Phone button for more than 3 seconds. The Bluetooth Menu will be shown.
2. Rotate the Volume Knob until the display shows CONNECT PH.
3. Press the knob to confirm the action. The radio will attempt to connect to each of the paired phones.
4. When the radio connects, the Bluetooth icon will blink. The blinking icon signifies that the receiver is attempting to download the cell phone's CONTACTS (for the DIAL CONTACTS function). The icon will cease to blink if all contacts have been downloaded, or if the radio times out from receiving contacts from the cell phone device. Phone Icon will be active on the display.

**DISCONNECTING A DEVICE**

If your device is currently connected and you required disconnecting it from the radio, follow the next actions:

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**0008RMD, 0008RME, 0008RMA, 0008RMB, 0008RMC - STEREO RECEIVER****DIAL CONTACT**

The radio is able to read and display cell phone contacts. Press the Phone button to show the DIAL MENU and rotate the knob until DIAL CONTACTS is shown, press the Volume / OK knob to select this feature. Rotate the Volume / OK knob to select between the different stored contacts (up to 500 contacts are shown). Press the Volume / OK knob if you want to dial to the listed contact.

If DIAL CONTACTS does not automatically appear in the Bluetooth menu, you may be able to send your contacts manually. If the transfer is successful, the radio will show the DIAL CONTACTS submenu. Each time the radio connects to your phone, the DIAL CONTACTS submenu is updated, so you may need to repeat this manual operation as needed. See your phone's user guide for more information.

**LAST CALLS**

The radio is capable of listing the last 10 calls (dialed, received and missed). Rotating the Volume / OK knob will navigate the user through the selected call list. Press the Volume / OK knob to place the call.

**CALL OPTIONS**

The following options are available during a Hands Free call:

- Accepting a Call – When an incoming call is received, the radio will display the name and number of the caller. To accept the call, press the Volume / OK knob.

- Rejecting a Call – When an incoming call is received, the radio will display the name and number of the caller. To reject the call, press the ESC button.
- Ending a Call – When a Hands Free call is in progress, the radio will display the caller's number and the elapsed time. To end a call, press the ESC button.
- Microphone Mute – When a Hands Free call is in progress, pressing Pause/Play will mute the radio's microphone. Press again to deactivate mute.
- Call Transfer – If a call is in progress, press the Phone button for more than 3 seconds to transfer the call to the cell phone for private conversations. Repeat this process if you want to return into Hands Free mode again.

**BLUETOOTH (BT) AUDIO PLAYER**

If your cell phone supports it, it can be used as an audio source input to the radio, allowing you to enjoy the music files stored on your phone. To access music files on your phone press the SRC button and select Bluetooth (BT) AUDIO. In Bluetooth (BT) AUDIO you can use the following buttons: Play/Pause, NEXT, PREV, Fast Forward and Rewind, provided that your cell phone supports any or all of them.

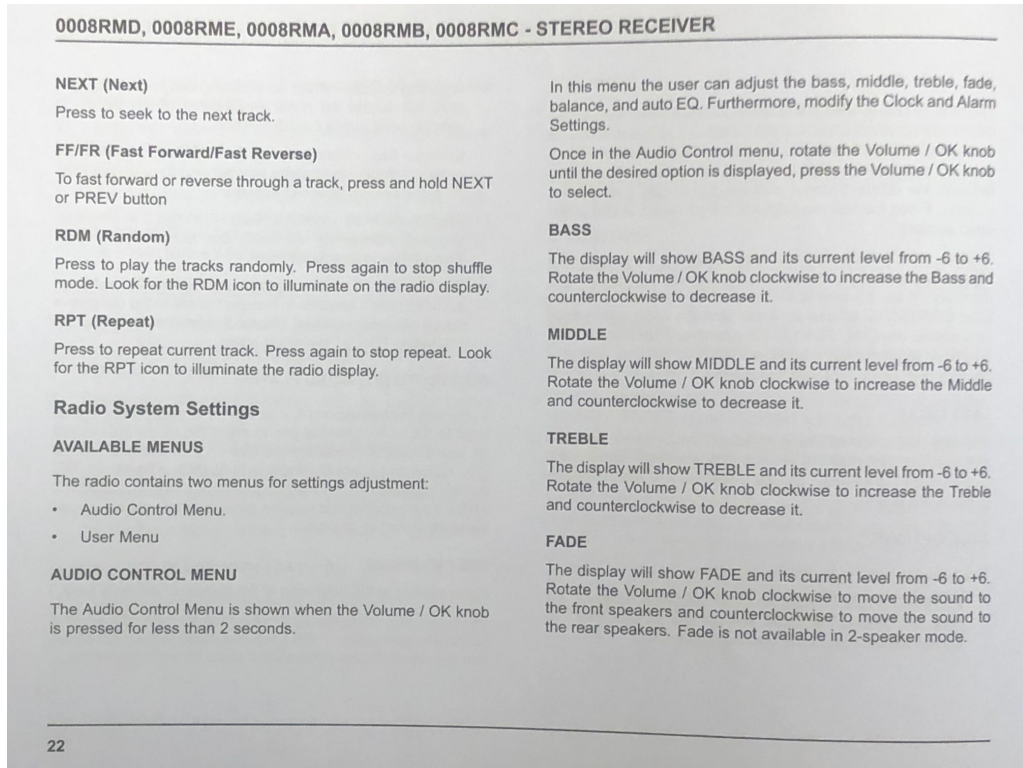
**PREV (Previous)**

Press to seek to the beginning of the current or previous track.

If the track has been playing for less than ten seconds, it seeks to the previous track. If the track has been playing for longer than ten seconds, the current track starts from the beginning.

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

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

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

37. Navistar has and continues 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.

38. Navistar has and continues 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, Navistar, with knowledge that the Infotainment Systems infringe the '786 Patent at least as of the date of the 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 vehicle stereo and how to control the external device using the vehicle stereo's controls. Navistar 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.

39. Navistar has and continues 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 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 vehicle stereo's controls to control an external third-party audio device and multimedia device. Navistar knows 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, Navistar believed there was a high probability that others would infringe the '786 Patent, but remained willfully blind to the infringing nature of others' actions.

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

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

42. Navistar has committed and continues to commit acts of infringement that Navistar 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 Complaint, upon information and belief, Navistar had actual knowledge of the '786 Patent from prior litigations accusing products made by Infotainment System suppliers of Navistar and prior litigations in which Infotainment System suppliers of Navistar were involved as third parties. Navistar's 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)**

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

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

45. Navistar has and continues 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.

46. Navistar has and continues 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, Navistar, with knowledge that the Infotainment Systems infringe the '342 Patent, at least as of the date of the Complaint, knowingly and intentionally induced, and continues 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 vehicle stereo and how to control the external device using the vehicle stereo's controls. Navistar 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.

47. Navistar has and continues 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 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 vehicle stereo's controls to control an external third-party audio device. Navistar knows 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, Navistar believed there was a high probability that others would infringe the '342 Patent, but remained willfully blind to the infringing nature of others' actions.

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

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

50. Navistar has committed and continues to commit acts of infringement that Navistar 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 Complaint, upon information and belief, Navistar had actual knowledge of the '342 Patent from prior litigations accusing products made by Infotainment System suppliers of Navistar and prior litigations in which Infotainment System suppliers of Navistar were involved as third parties. Navistar's 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 Navistar as follows:

a. Entry of judgment declaring that Navistar has directly and/or indirectly infringed one or more claims of each of the patents-in-suit;

- b. Entry of judgment declaring that Navistar's infringement of the patents-in-suit has been willful and deliberate;
- c. An order pursuant to 35 U.S.C. § 283 permanently enjoining Navistar, 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 Navistar's 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 Navistar's 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: December 16, 2019

Respectfully submitted,

/s/ Alfred R. Fabricant

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