

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

JAM STRAIT, INC.

vs.

**PILOT AUTOMOTIVE, INC. AND
WANG'S INTERNATIONAL, INC.**

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CIVIL ACTION

CASE NO.

SECT.

MAGISTRATE

JURY TRIAL DEMANDED

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF FOR PATENT
INFRINGEMENT, AND DEMAND FOR TRIAL BY JURY**

NOW INTO COURT, through undersigned counsel, comes Plaintiff, Jam Strait, Inc., (hereinafter "Plaintiff" or "Jam Strait"), which respectfully avers that:

Parties

1.

Plaintiff, Jam Strait, Inc. ("Jam Strait") is a Mississippi corporation with its principal place of business in Newton, Mississippi.

2.

Defendant, Pilot Automotive, Inc. (hereinafter "Pilot" or "Defendant"), on

information and belief, is a corporation organized under the laws of California with its principal place of business in City of Industry, California.

3.

Defendant, Wang's International, Inc. (hereinafter "Wang's" or "Defendant"), on information and belief, is a corporation organized under the laws of California with its principal place of business in City of Industry, California.

4.

This is an action for patent infringement under the Patent Laws of the United States, 35 U.S.C. §1 *et seq.* Furthermore, the amount in controversy exceeds \$75,000, exclusive of interest and costs. Accordingly, subject matter jurisdiction herein is based upon 28 U.S.C. §§1331, 1332 and 1338.

5.

Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b) and (c) and 1400(b) because Defendants are doing business and "reside" in this judicial district as defined by 28 U.S.C. §1391(c), a substantial part of the events or omissions giving rise to this claim occurred in this district and Defendants have committed acts of patent infringement in this district.

Facts

6.

Plaintiff, Jam Strait, produces and sells a variety of light-emitting-diode (LED)

lamps, lights, bulbs and similar products.

7.

On April 16, 2002, the U.S. Patent and Trademark Office issued to Bruce Wesson, inventor, U.S. Patent No. 6,371,636 (“the ‘636 Patent”) for an “LED Light Module for Vehicles.” Exhibit A.

8.

At all times since the issuance of the ‘636 patent, Plaintiff, Jam Strait, has been the assignee and owner of the ‘636 patent.

9.

On September 7, 2004, the U.S. Patent and Trademark Office issued to Bruce Wesson, inventor, U.S. Patent No. 6,786,625 (“the ‘625 patent”) for an “LED Light Module for Vehicles.” Exhibit B.

10.

At all times since the issuance of the ‘625 patent, Plaintiff, Jam Strait, has been the assignee and owner of the ‘625 patent.

11.

On August 27, 2013, the U.S. Patent and Trademark Office issued to Bruce Wesson, inventor, U.S. Patent No. 8,517,583 (“the ‘583 patent”) for “Loaded LED Bulbs for Incandescent/Fluorescent/Neon/Xenon/Halogen Bulbs Replacement in Load Sensitive Applications and More.” Exhibit C.

12.

At all times since the issuance of the '583 patent, Plaintiff, Jam Strait, has been the assignee and owner of the '583 patent.

13.

Since the issuance of the '636, '625 and '583 patents, Jam Strait has fulfilled the marking requirements of 35 U.S.C. §287(a), thereby giving notice to the public that its inventions are protected by the aforementioned patents.

14.

Jam Strait has the manufacturing capability to meet the needs of the market for the products covered by the aforementioned patents.

15.

Pilot has previously infringed the '636 patent, which was the subject of case no. 2007-8353, filed in the United District Court for the Eastern District of Louisiana ("the previous lawsuit").

16.

Pursuant to a settlement agreement in the previous lawsuit, Pilot and Jam Strait executed a licensing agreement ("the licensing agreement") wherein Pilot was authorized to sell only specifically-enumerated products to a limited list of authorized entities.

Exhibits D1 and D2.

17.

The authorized entities set forth in the licensing agreement did not include Auto Zone, Inc. (“Auto Zone”).

18.

The licensing agreement between Plaintiff and Pilot mandated that any other infringing products which were not specifically enumerated must be licensed by a separate agreement.

19.

By letter dated May 15, 2013, Jam Strait notified Pilot that Jam Strait had reason to believe that Pilot was planning to sell or offer for sale automotive LED’s to Auto Zone, Inc. that infringe Jam Strait’s patents. Exhibit E.

20.

Jam Strait further advised Pilot that the sale or offer for sale to Auto Zone of any products covered by the Jam Strait patents would constitute both a breach of the licensing agreement and patent infringement.

21.

Jam Strait also warned Pilot that, the sale or offer for sale to any entity whatsoever of any products covered by the Jam Strait patents which were not listed in the licensing agreement, would constitute both a breach of the licensing agreement and patent infringement.

22.

In spite of the licensing agreement, and the subsequent warning and demand that Pilot refrain from any such infringement, Pilot, and upon information and belief, Wang's, have offered for sale and sold products that infringe certain claims of the '625 and '583 patents, threaten to continue their infringement of the patents in flagrant disregard of Jam Strait's patent rights, and have made, are making and are threatening to make profits from the infringement that rightfully belong to Jam Strait.

23.

In spite of the valid and enforceable patents, Defendants produce and distribute a part number "IL-194R-5" that infringes at least claim 30 of the '625 patent, and at least claims 27 and 30, and possibly other claims, of the '583 patent.

24.

In spite of the valid and enforceable patents, Defendants produce and distribute a part number "IL-1156W-15" that infringes at least claims 27 and 30, and possibly other claims, of the '583 patent.

25.

In spite of the valid and enforceable patents, Defendants produce and distribute a part number "IL-1157R-15" that infringes at least claims 1-4, and possibly other claims, of the '583 patent.

26.

In spite of the valid and enforceable patents, Defendants produce and distribute a part number "IL-3157W-15" that infringes at least claims 5, 27, 28, 30, 32, 34, and 37, and possibly other claims, of the '583 patent.

27.

In spite of the valid and enforceable patents, Defendants produce and distribute a part number "IL-7440W-15" that infringes at least claims 27 and 30, and possibly other claims, of the '583 patent.

28.

In spite of the valid and enforceable patents, Defendants produce and distribute a part number "IL-7443W-15" that infringes at least claims 5, 27, 28, 30, 32, and 34, and possibly other claims, of the '583 patent.

Claim for Relief One-Infringement of U.S. Patent Nos. 6,786,625 and 8,517,583

29.

The allegations of paragraphs 1-28 are repeated and are incorporated herein by reference.

30.

Since the issuance of the '625 and '583 patents, Defendants have infringed and continue to infringe the '625 and '583 patents by importing, making, selling, offering for sale, and/or using products that infringe Jam Strait's patents, and by causing the

infringing products to be made, used, offered for sale, and/or sold by others, and will continue to do so unless enjoined by this Court.

31.

Defendants have directly infringed, contributorily infringed, and actively induced others to infringe the '625 and '583 patents.

32.

On information and belief, Defendants had actual knowledge of the '625 and '583 patents since approximately their date of issue, but notwithstanding such actual knowledge, Defendants have continued, and threaten to continue, their infringement of the '625 and '583 patents in flagrant disregard of Jam Strait's rights under the patent, and Defendants have made, are making and are threatening to make profits from the infringement that rightfully belong to Jam Strait.

33.

Defendants' infringement of the '625 and '583 patents is wilful, wanton and in total disregard of Jam Strait's rights, warranting an increased award of treble damages pursuant to 35 U.S.C. §284.

34.

Jam Strait has been deprived of substantial gains and profits and has suffered substantial damages as a result of Defendants' infringement of the '625 and '583 patents and by the threat of their continued infringement.

35.

Unless this Court enjoins Defendants from continuing to infringe the '625 and '583 patents and from threatening to continue to infringe the '625 and '583 patents, Jam Strait will be irreparably harmed and will suffer further damages.

36.

Jam Strait presently has no means of ascertaining the full extent of Defendants' infringement of the '625 and '583 patents, or of the amount of its damages resulting from such infringement, except through the production of evidence now in Defendants' possession and control, and all such evidence is material to Jam Strait's claims against Defendants.

37.

Pursuant to 35 U.S.C. §283, Jam Strait is entitled to preliminary and permanent injunctions in its favor enjoining Defendants from continuing to directly and contributorily infringe the '625 and '583 patents and from continuing to actively induce others to infringe the '625 and '583 patents in order to avoid irreparable harm.

38.

Pursuant to 35 U.S.C. §284, Jam Strait is entitled to a judgment in its favor and against Defendants awarding all damages Jam Strait has sustained as a consequence of Defendants' infringement of the '625 and '583 patents, including increased damages in the amount of three times the damages sustained by Jam Strait, together with prejudgment

and post-judgment interest, costs, and expenses.

39.

This is an exceptional case warranting the award of reasonable attorney fees and expenses in favor of Jam Strait and against Defendants pursuant to 35 U.S.C. §285.

Claim for Relief-Breach of Contract

40.

The allegations of paragraphs 1-28 are repeated and are incorporated herein by reference.

41.

Defendants' actions described herein constitute a breach of contract, entitling Jam Strait to any unpaid royalties as well as costs and attorneys fees as set forth in the licensing agreement.

42.

Plaintiff hereby demands a trial by jury according to Fed. Rule Civ. Pro. 38.

WHEREFORE, Jam Strait respectfully prays for judgment in its favor and against Defendants as follows:

(a) Preliminarily and permanently enjoining Defendants from directly and contributorily infringing the '625 and '583 patents and from actively inducing others to infringe the '625 and '583 patents;

(b) Awarding Jam Strait all damages it has sustained as a consequence of

Defendants' infringement of the '625 and '583 patents, including increased damages in the amount of three times the damages sustained, together with prejudgment and post-judgment interest, costs, and expenses;

(c) Awarding reasonable attorney fees incurred by Jam Strait in connection with this matter; and

(d) Awarding such other and further relief as the Court deems just and equitable in the premises and all such relief to which Jam Strait is entitled.

RESPECTFULLY SUBMITTED,

/kenneth l. tolar/

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