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10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 **ROTHSCHILD GPS SHARING**
13 **INNOVATIONS, LLC,**

14 Plaintiff,

15 vs.

16 **NISSAN NORTH AMERICA, INC.,**

17 Defendant.

18 Case No. **'14CV0819 GPC NLS**

19 **COMPLAINT FOR PATENT**
20 **INFRINGEMENT**

21 **DEMAND FOR JURY TRIAL**

22 Judge:

23 **COMPLAINT**

24 Plaintiff Rothschild GPS Sharing Innovations, LLC for its Complaint for patent
25 infringement against Defendant Nissan North America, Inc. alleges as follows:

26 **NATURE OF THE LAWSUIT**

27 1. This is a claim for patent infringement arising under the patent laws of the
28 United States, Title 35 of the United States Code.

PARTIES

2. Plaintiff Rothschild GPS Sharing Innovations, LLC (“Rothschild GPS Sharing
Innovations”) is a Florida corporation with its principal place of business at 1108 Kane
Concourse, Suite #310, Bay Harbor Islands, FL 33154.

1 **THE PATENT-IN-SUIT**

2 9. On March 29, 2011, the ‘285 Patent, entitled “Device, System and Method for
3 Remotely Entering, Storing and Sharing Addresses for a Positional Information Device” was
4 duly and legally issued by the United States Patent and Trademark Office. A true and
5 correct copy of the ‘285 Patent is attached as Exhibit A.

6
7 10. The ‘285 Patent was previously assigned to Qaxaz LLC and has been asserted
8 in two previous patent infringement lawsuits, resulting in nine licensees of the ‘285 patent.
9 These previous actions include: *Qaxaz LLC v. BMW of North America LLC. et al*, Case No.
10 11 CV 00491, (D. Del.) and *Qaxaz LLC v. Alpine Electronics of America, Inc. et al*, Case
11 No. 11 CV 00491, (D. Del.). The defendants in those actions included major automobile
12 manufacturers such as BMW, Ford, GM, Mercedes-Benz, and Toyota.
13
14

15 **Nissan’s Knowledge Of The ‘285 Patent, How It Is Infringed,
16 And Continued Infringement Despite That Knowledge**

17 11. Nissan has been aware of the ‘285 Patent no later than approximately October
18 11, 2013, when a letter dated October 8, 2013 was delivered by Federal Express to Nissan.
19 The letter identified the ‘285 Patent and also included a claim chart setting forth Rothschild
20 GPS Sharing Innovations’ contention of infringement of claim 1 of the ‘285 Patent, thereby
21 making Nissan aware of the activities that constitute infringement.
22

23 12. In addition to the October 11, 2013 letter and claim chart, this Complaint
24 serves as additional notice to Nissan of the ‘285 Patent and the manner in which it is
25 infringed.
26

27 13. Rothschild GPS Sharing Innovations, through counsel, has corresponded with
28 Nissan several times since the October 11, 2013 letter (including phone calls and or emails in

1 October, November, December, January, and February), but Nissan has not agreed to license
2 the ‘285 Patent and has not explained why a license is not necessary.

3
4 14. With knowledge of the ‘285 Patent and knowledge of the manner in which the
5 ‘285 Patent is infringed, Nissan has continued to produce and distribute systems, including at
6 least the NissanConnect™ and Infiniti Connection™ systems discussed below that infringe
7 the ‘285 Patent.

8
9 15. Nissan manufactures, sells, and imports automobiles under both the Nissan and
10 Infiniti brands. On information and belief, Infiniti is a brand owned by and a division of
11 Nissan’s parent company Nissan Motor Company, Ltd.

12
13 16. In some of the automobiles it manufactures and sells, Nissan offers an option
14 called “NissanConnect™” or “Infiniti Connection™” that enables users to remotely connect
15 with their automobiles, including a feature that enables users to find locations/destinations
16 using a desktop computer and/or a mobile application and send the locations/destinations to
17 the navigation systems in their automobiles.

18
19 17. On information and belief, Nissan owns or controls the NissanConnect™ and
20 Infiniti Connection™ servers. These servers receive a request for an address of a location
21 not already stored in a positional information device, determine the address and transmit the
22 determined address to the positional information device (*i.e.*, a Nissan or Infiniti car with a
23 navigation system).

24
25 18. In light of its knowledge of the ‘285 Patent, knowledge of the manner in which
26 it is infringed, and refusal to license the ‘285 Patent, Nissan was objectively reckless in
27 continuing to engage in actions that directly and indirectly infringe the ‘285 Patent. Nissan
28

1 knew or should have known that there was an objectively high likelihood that its actions
2 constituted infringement of a valid patent.

3
4 **COUNT I: DIRECT INFRINGEMENT OF THE ‘285 PATENT**

5 19. Rothschild GPS Sharing Innovations incorporates by reference the allegations
6 set forth in paragraphs 1 through 18 of this Complaint as though set forth fully herein.

7 20. By making, using, selling, or offering for sale in this District and elsewhere in
8 the United States, without authorization or license from Rothschild GPS Sharing
9 Innovations, products or systems covered by one or more claims of the ‘285 Patent,
10 Defendant Nissan has been and is currently infringing the ‘285 Patent directly in violation of
11 35 U.S.C. § 271(a).
12

13 21. Nissan has and controls a server computer and makes, uses, sells, and offers for
14 sale a positional information device (*e.g.*, the in car navigation unit), that together meet each
15 and every element of one or more of the claims in the ‘285 patent, resulting in direct
16 infringement of the ‘285 patent.
17

18 22. Nissan’s conduct is willful and deliberate.
19

20 23. As a direct and proximate result of Nissan’s acts, Rothschild GPS Sharing
21 Innovations has been and continues to be injured, has sustained, and will continue to sustain,
22 substantial damages in an amount not yet determined.
23

24 **COUNT II: INDUCING INFRINGEMENT OF THE ‘285 PATENT**

25 24. Rothschild GPS Sharing Innovations incorporates by reference the allegations
26 set forth in paragraphs 1 through 18 and 19 through 23 of this Complaint as though set forth
27 fully herein.
28

1 25. Nissan, through previous correspondence from Rothschild GPS Sharing
2 Innovations, and based upon this Complaint, is actually aware of the ‘285 patent and the acts
3 that constitute infringing conduct.
4

5 26. With knowledge of the ‘285 patent and knowledge of the acts that constitute
6 infringement of the ‘285 patent, Nissan acted with the specific intent to induce the direct
7 infringement of the ‘285 patent.
8

9 27. Specific acts undertaken by Nissan to induce infringement of the claims of the
10 ‘285 patent include: (1) producing and selling positional information devices (*e.g.*, in-vehicle
11 navigation units) that can receive addresses remotely; (2) producing and distributing a
12 mobile application that enables individuals to send addresses to their vehicles; (3)
13 maintaining and controlling a website that enables individuals to send addresses to their
14 vehicles; and (4) expressly encouraging or instructing individuals to search for an address
15 and send it to their vehicles.
16

17 28. Nissan’s customers directly infringe the ‘285 Patent when they use the claimed
18 system by putting the system into service (*e.g.*, by remotely requesting an address and
19 sending it to their vehicles) thereby controlling the system as a whole and obtaining a benefit
20 from it (*e.g.*, the address is sent to the customers’ vehicles).
21

22 29. Nissan is liable to Rothschild GPS Sharing Innovations for inducing
23 infringement of the ‘285 Patent, in violation of 35 U.S.C. § 271(b).
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25 30. Nissan’s conduct is willful and deliberate.
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JURY DEMAND

Rothschild GPS Sharing Innovations demands a trial by jury on all issues that may be so tried.

Dated: April 7, 2014

Respectfully submitted,

/s/ Gregory Markow

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