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 13 **UNITED STATES DISTRICT COURT**
 14 **SOUTHERN DISTRICT OF CALIFORNIA**

15 VISION WORKS IP CORP.,
 16 a Washington corporation,
 17
 18 *Plaintiff,*
 19 v.
 20 NISSAN NORTH AMERICA, INC.,
 21 a Delaware corporation,
 22 *Defendant.*

Case No.: '22CV301 BAS BGS
**COMPLAINT FOR PATENT
 INFRINGEMENT – 35 U.S.C. § 271**
DEMAND FOR JURY TRIAL

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1 Plaintiff Vision Works IP Corp. (“Vision Works”) hereby complains of Defendant
2 Nissan North America, Inc. (“Nissan USA”) and alleges as follows:

3 **NATURE OF THE ACTION**

4 1. This is an action for patent infringement under the patent laws of the United
5 States, 35 U.S.C. § 271, *et seq.*

6 **THE PARTIES**

7 2. Vision Works is a Washington corporation with a principal place of business
8 in Mineral, WA.

9 3. Nissan USA is a Delaware corporation with its headquarters located at 1
10 Nissan Way, Franklin, TN 37067. Nissan USA has a full-service design location at 9800
11 Campus Point Dr., San Diego, CA 92121, located in this District. Nissan USA is a wholly-
12 owned subsidiary of Nissan Motor Corporation of Japan (“Nissan Japan”).

13 **JURISDICTION AND VENUE**

14 4. This Court has original and exclusive subject matter jurisdiction over this
15 action under 28 U.S.C. §§ 1331 and 1338(a) because Vision Works’s claims for patent
16 infringement arise under the laws of the United States, including 35 U.S.C. § 271, *et seq.*

17 5. This Court has personal jurisdiction over Nissan USA because it has a
18 continuous, systematic, and substantial presence in this District; regularly conducts
19 business and solicits business within this District and has committed and continues to
20 commit acts of patent infringement in this District, including, without limitation, by
21 making, using, selling, and offering for sale Nissan vehicles to consumers in this District;
22 purposefully directs activities at residents of this District; and places Nissan vehicles into
23 the stream of commerce with the knowledge that such products would be sold in California
24 and this District, which acts form a substantial part of the events giving rise to Vision
25 Works’s claims. Nissan vehicles include Infiniti-branded vehicles.

26 6. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400(b) because
27 Nissan USA has committed acts of infringement and has a regular and established place of
28 business in this District.

1 **FACTUAL BACKGROUND**

2 1. Vision Works is a small, humble entity often employing no more than five
3 employees, if any, and was founded by Fritz Braunberger – a prolific inventor with over
4 fifty United States patents, many of which are directed to improving the safety of vehicles.

5 2. During the past ten years, Vision Works attempted to license its patents to
6 infringers to cure the unauthorized use of its patented vehicle technologies. Yet, like Ford
7 in the film Flash of Genius, most vehicle manufacturers, including Nissan USA, refuse to
8 engage in any licensing discussions and blatantly disregard Vision Works’s patents despite
9 their willful infringement.

10 3. On November 20, 2012, the United States Patent and Trademark Office
11 (“PTO”) duly and lawfully issued United States Patent No. 8,315,769 (“the ’769 patent”)
12 entitled “Absolute Acceleration Sensor for Use Within Moving Vehicles.” A true and
13 correct copy of the ’769 patent is attached hereto as **Exhibit 1**. On November 22, 2011, the
14 ’769 patent was filed at the PTO as a continuation of its predecessors, claiming priority to
15 Provisional Application No. 60/616,400, filed on October 5, 2004. Vision Works owns all
16 rights to the ’769 patent via an Assignment recorded at the PTO on November 22, 2011, at
17 reel/frame 027267/0282.

18 4. Additionally, on May 7, 2013, the PTO duly and lawfully issued United States
19 Patent No. 8,437,935 (“the ’935 patent”) entitled “Absolute Acceleration Sensor for Use
20 Within Moving Vehicles.” A true and correct copy of the ’935 patent is attached hereto as
21 **Exhibit 2**. The application for the ’935 patent was initially filed on May 12, 2009, and
22 claims priority to Provisional Application No. 60/616,400, filed on October 5, 2004. Vision
23 Works owns all rights to the ’935 patent via an Assignment recorded at the PTO on March
24 3, 2010, at reel/frame 024025/0278.

25 5. And, on March 25, 2014, the PTO duly and lawfully issued United States
26 Patent No. 8,682,558 (“the ’558 patent”) entitled “Absolute Acceleration Sensor for Use
27 Within Moving Vehicles.” A true and correct copy of the ’558 patent is attached hereto as
28 **Exhibit 3**. On October 11, 2012, the ’558 patent application was filed at the PTO as a

1 continuation of its predecessors, claiming priority to Provisional Application No.
2 60/616,400, filed on October 5, 2004. Vision Works owns all rights to the '558 patent via
3 an Assignment recorded at the PTO on October 11, 2012, at reel/frame 029115/0817.

4 6. In addition, on February 10, 2015, the PTO duly and lawfully issued United
5 States Patent No. 8,954,251 (“the '251 patent”) entitled “Absolute Acceleration Sensor for
6 Use Within Moving Vehicles.” A true and correct copy of the '251 patent is attached hereto
7 as **Exhibit 4**. On August 27, 2013, the '251 patent application was filed, and all rights to
8 the '251 patent were assigned to Vision Works via an Assignment recorded at the PTO at
9 reel/frame 031094/0402. The '251 patent application was a continuation-in-part of its
10 predecessors and claims priority to Provisional Application No. 60/616,400, filed on
11 October 5, 2004.

12 7. Again, on August 27, 2019, the PTO duly and lawfully issued United States
13 Patent No. 10,391,989 (“the '989 patent”) entitled “Absolute Acceleration Sensor for Use
14 Within Moving Vehicles.” A true and correct copy of the '989 patent is attached hereto as
15 **Exhibit 5**. On October 23, 2017, the '989 patent was filed at the PTO, and Vision Works
16 received ownership of all rights to the '989 patent via an Assignment recorded at the PTO
17 at reel/frame 043927/0552. The '989 patent was filed as a continuation-in-part of its
18 predecessors, claiming priority to Provisional Application No. 60/616,400, filed on
19 October 5, 2004. The '769 patent, '935 patent, '558 patent, '251 patent, and '989 patent
20 are referred to herein as the Asserted Patents.

21 8. Because Vision Works’s attempts at engaging Nissan USA in licensing
22 discussions have been repeatedly ignored, it remains blocked from curing Nissan USA’s
23 unauthorized infringement. Despite being the first to invent and patent useful vehicle
24 technologies, manufacturers including Nissan USA have saturated the automotive market
25 with infringing products. Vision Works does not have the resources to penetrate such an
26 already saturated market.

27 9. In general, the inventions claimed in the '769 patent and '558 patent offer
28 novel solutions for measuring the lateral acceleration of a vehicle and dynamically

1 adjusting its suspension. For example, a vehicle's suspension is adjusted upon sensing a
2 change in acceleration to optimize performance and safety while turning.

3 10. The '935 patent generally relates to a technique that saves fuel and reduces
4 vehicle emissions by turning off an idling engine when the vehicle is stationary. For
5 example, when a vehicle is stopped, an idling timer is started, and after a predetermined
6 time, if the transmission is in a safe state (e.g., brakes applied or clutch released), the idling
7 engine switches off.

8 11. The '251 patent provides a technique that uses a range finder with a speed
9 sensor to alert the driver of a vehicle in a speed-dependent situation. For example, the
10 sensor detects the sensed speed and distance of the vehicle from an object to generate a
11 warning for the driver, such as a potential collision with an external object.

12 12. The '989 patent is drawn to measure a vehicle's lateral acceleration to control
13 the vehicle speed. For example, a vehicle's speed is safely reduced upon detecting a lateral
14 acceleration that exceeds a threshold.

15 13. Numerous Nissan USA vehicle components embody Vision Works's patented
16 technologies and are not limited to the examples listed herein. First, Nissan USA's
17 Dynamic Digital Suspension system monitors lateral acceleration data, among other
18 vehicle states, to automatically adjust the suspension in Nissan vehicles, such as the Infiniti
19 Q60. Nissan's system aims to deliver a safe ride and reduce unwanted steering and
20 vibrations.

21 14. Second, Nissan USA's Intelligent Ride Control system also monitors lateral
22 acceleration data, among other vehicle states, to automatically adjust the braking and
23 suspension in Nissan automobiles, such as the Nissan Rogue, to improve vehicle
24 performance and deliver a smoother driving experience. The Nissan Rogue is designed in
25 this District.

26 15. Third, Nissan USA's Remote Engine Start/Stop and Infiniti's Remote Start
27 systems remotely start the vehicle's engine, activating a timer that automatically shuts off
28 the engine after idling for ten minutes.

1 16. Fourth, Nissan USA’s ProPILOT is a collection of advanced driving
2 assistance systems found in several Nissan models. It uses a radar and camera and includes
3 laser scanners to sense vehicle speed and distance to ensure a safe gap between vehicles to
4 prevent collisions. For example, if the detected distance or speed of a preceding vehicle
5 changes suddenly, a warning is issued to the driver to alert them of the change in case
6 manual action, such as braking or steering, is needed to avoid a potential collision.

7 17. Lastly, Nissan USA’s Vehicle Dynamic Control system monitors vehicle and
8 road conditions to stabilize the vehicle, for example, by correcting front and rear torque,
9 adjusting brakes, traction, acceleration, and engine output.

10 18. The Asserted Patents are governed by pre-AIA 35 U.S.C. §102 and 103 (i.e.,
11 the patents are first-to-invent patents).

12 19. Nissan USA is and has been making, using, selling, offering for sale,
13 importing, and exporting vehicles equipped with Dynamic Digital Suspension, Intelligent
14 Ride Control, Vehicle Dynamic Control, Remote Engine Start/Stop and Remote Start, and
15 ProPILOT systems (the “Accused Products”) since at least 2009, years after the filing of
16 the Asserted Patents. For example, Nissan USA has made the Vehicle Dynamic Control
17 system available in various Nissan models since 2009. The Accused Products can be
18 purchased at numerous Nissan USA locations, including its luxury line products at Infiniti
19 locations.

20 20. At least as early as February 16, 2016, Nissan USA was aware of the ’251
21 patent as provided in the list of references cited by the examiner during prosecution of
22 United States Patent Application No. 14/646,312, now U.S. Patent No. 9,457,806 (“the
23 ’806 patent”) entitled “Vehicular Acceleration Suppression Device and Vehicular
24 Acceleration Suppression Method.” *See* U.S. Pat. App. No. 14/646,312, *List of References*
25 *Cited by Examiner* dated February 16, 2016, at 2. The ’806 patent was issued on October
26 4, 2016, with a priority date of November 27, 2012.

27 21. In February 2021, representatives of Vision Works emailed Steven Roberts,
28 Senior IP Counsel for Nissan North America, Inc., a letter explaining Nissan USA’s

1 offering to sell, selling, exporting from, and importing into the United States the Accused
2 Products, which embody claims set forth in the Asserted Patents.

3 26. As shown in **Exhibit 6**, Nissan vehicles with the Dynamic Digital Suspension
4 (“DDS”) system, such as the Infiniti Q60, embody each limitation of at least claim 21 of
5 the ’769 patent. Nissan USA’s DDS implements “[a] method of controlling the
6 performance characteristics of a vehicle, comprising: sensing a lateral acceleration of the
7 vehicle at the vehicle” as recited in claim 21. For example, Nissan USA’s DDS system
8 automatically controls the suspension based on real-time data from the vehicle’s sensors to
9 improve handlings and vehicle performance. The DDS includes manual settings to control
10 the adaptation parameters for fine-grained, accurate force data received from the sensors.
11 The DDS senses forces acting on the vehicle, including gravity, for example, as a car moves
12 differently on an incline or road camber. The acceleration data includes both vertical and
13 lateral components and forces from the road surface. An accurate data set is available for
14 real-time adaptation by using absolute acceleration data in this manner.

15 27. Nissan USA’s DDS system also incorporates “sending a signal to a plurality
16 of control devices based upon the lateral acceleration of the vehicle; and adjusting a
17 suspension characteristic of the vehicle based upon the lateral acceleration of the vehicle,”
18 as recited in claim 21. For example, the sensor data, including absolute lateral acceleration,
19 are processed by the Chassis Control Module to control each shock absorber (“plurality of
20 control devices”). Nissan USA’s DDS system updates the suspension in real-time based on
21 the absolute lateral acceleration sensor data to improve the vehicle’s handling and
22 performance. A manual driving mode is used to set the parameters of the real-time
23 adaptation.

24 28. Nissan USA has infringed and continues to infringe the ’769 patent, either
25 literally or under the doctrine of equivalents. Nissan USA’s infringing activities in the
26 United States and this District include, among other things, making, using, selling, and
27 offering for sale Nissan vehicles using the DDS system, such as the Infiniti Q60.
28

1 34. Vision Works repeats, realleges, and incorporates by reference the allegations
2 contained in the previous paragraphs of this Complaint as though fully set forth herein.

3 35. Nissan USA, by and through its agents, officers, directors, resellers, retailers,
4 employees, and servants, has and is currently infringing the '558 patent by making, using,
5 offering to sell, selling, exporting from, and importing into the United States the Accused
6 Products, which embody claims set forth in the Asserted Patents.

7 36. As shown in **Exhibit 7**, Nissan vehicles equipped with the Intelligent Ride
8 Control (“IRC”) system, such as the Nissan Rogue, embody each limitation of at least claim
9 21 of the '558 patent. Nissan USA’s IRC implements “[a] method of monitoring and
10 controlling the performance characteristics of a vehicle, comprising: sensing an absolute
11 acceleration of the vehicle at the vehicle” as recited in claim 21. For example, Nissan
12 USA’s IRC system automatically controls a vehicle’s suspension based on real-time data
13 received from the vehicle’s sensors, allowing riders improved handling and vehicle
14 performance. The IRC system uses fine-grained, accurate force data received from the
15 sensors. The IRC senses a vehicle’s changes, including pitch, yaw, side G-force, and
16 Deceleration G-force, i.e., absolute acceleration data, including gravity’s effects. The
17 acceleration data include forces from the road surface and are measured with respect to the
18 (absolute) ground, not relative to the car.

19 37. Nissan USA’s IRC system also incorporates “sending a signal to a vehicle
20 computer unit based upon the absolute acceleration of the vehicle, and operating one or
21 more vehicle performance systems based upon the absolute acceleration of the vehicle,” as
22 recited in claim 21. For example, the sensor data, including absolute acceleration, are sent
23 to the Chassis Control Module of Nissan USA’s IRC system. Nissan USA’s IRC software
24 automatically adapts the suspension of the Nissan in real-time based on the absolute
25 acceleration sensor data to improve the vehicle’s handling and performance (“vehicle
26 performance system”).

27 38. Nissan USA has infringed and continues to infringe the '558 patent, either
28 literally or under the doctrine of equivalents. Nissan USA’s infringing activities in the

1 United States and this District include, among other things, making, using, selling, and
2 offering for sale Nissan vehicles using the IRC system, such as the Nissan Rogue.

3 39. The infringement chart outlined in **Exhibit 7** sets forth Vision Works's current
4 understanding of Nissan USA's IRC system, which contains only information that Nissan
5 USA has made publicly available. The chart does not set forth all of Vision Works's
6 infringement theories. The IRC system embodies other claims set forth in the '558 patent,
7 which will be disclosed in forthcoming infringement contentions under this District's local
8 patent rules. For example, the IRC system embodies at least dependent claim 22. Vision
9 Works reserves the right to amend or supplement its infringement theories upon more
10 information becoming available through formal discovery and this Court completing its
11 claim construction proceedings.

12 40. Nissan USA has been aware of its infringement of the '558 patent as early as
13 February 2021. Nissan USA has made no effort to avoid infringement despite knowing that
14 its actions were consciously wrongful and deliberate. Accordingly, Nissan USA's
15 infringement has been and continues to be willful, and this case is exceptional.

16 41. Upon information and belief, Nissan USA has sold vehicles containing the
17 Intelligent Ride Control system, including the Nissan Rogue, since its debut in 2014. The
18 Nissan Rogue starts at \$26,050; therefore, Nissan USA generates significant amounts of
19 money in annual revenue and exposes Nissan USA to similarly substantial amounts of
20 money in liability for its infringement of the Asserted Patents.

21 42. Unless enjoined, Nissan USA and others acting on behalf of Nissan USA will
22 continue their infringing acts, thereby causing irreparable harm to Vision Works, for which
23 there is no adequate remedy at law.

24 43. As a result of Nissan USA's infringement of the '558 patent, Vision Works
25 has suffered and will continue to suffer harm and injury, including monetary damages in
26 an amount to be determined at trial, and is entitled to recovery of such as well as its
27 attorneys' fees.

28

1 **THIRD CLAIM FOR RELIEF**

2 **(Infringement of the '935 patent)**

3 44. Vision Works repeats, realleges, and incorporates by reference the allegations
4 contained in the previous paragraphs of this Complaint as though fully set forth herein.

5 45. Nissan USA, by and through its agents, officers, directors, resellers, retailers,
6 employees, and servants, has and is currently infringing the '935 patent by making, using,
7 offering to sell, selling, exporting from, and importing into the United States the Accused
8 Products, which embody claims set forth in the Asserted Patents.

9 46. As shown in **Exhibit 8**, Nissan vehicles equipped with the Remote Engine
10 Start/Stop system embody each limitation of at least claim 12 of the '935 patent. Nissan
11 USA's Remote Engine Start/Stop implements "[a] method of automatically turning off an
12 idling engine of a vehicle, comprising: sensing a stationary status of the vehicle; activating
13 an idling timer, with a deactivation time window; and detecting a transmission park-status
14 of the vehicle" as recited in claim 12. For example, Nissan USA's Remote Engine
15 Start/Stop system automatically turns off a vehicle's engine after idling for ten minutes.
16 This necessitates the use of a timer during idle. For the remote system to engage, the car
17 must be in "Park" with the doors locked and stationary.

18 47. Nissan USA's Remote Engine Start/Stop system also incorporates
19 wherein if the vehicle is stationary, the idling timer is activated,
20 wherein the idling timer is configured to send a de-activation
21 signal to turn off the engine once the deactivation time window
22 has expired and the transmission park-status of the vehicle is
23 confirmed, further wherein the idling timer is programmed to
24 expire after a predetermined period of time
25 as recited in claim 12. For example, the car must be stationary to activate the Nissan
26 Remote Start/Stop. When the engine is started, a default ten-minute idle timer is also
27 started. After ten minutes, the idling timer sends a deactivation signal to turn off the engine.
28 The park status of the vehicle is confirmed.

48. As shown in **Exhibit 9**, Nissan USA's luxury line of Infiniti vehicles equipped
with the Remote Start system embodies each limitation of at least claim 12 of the '935

1 patent. The Infiniti Remote Start implements “[a] method of automatically turning off an
2 idling engine of a vehicle, comprising: sensing a stationary status of the vehicle; activating
3 an idling timer, with a deactivation time window; and detecting a transmission park-status
4 of the vehicle” as recited in claim 12. For example, Infiniti’s Remote Start automatically
5 shuts off the vehicle’s engine after ten or twenty minutes when it has been started remotely
6 via either a wireless key fob or using the Infiniti InTouch smartphone app. For Infiniti’s
7 Remote Start to engage, the engine must not be running (“stationary”), which is sensed by
8 the ignition being off and the transmission being in “Park.” The remote system waits for
9 ten minutes to switch off an idling engine. If the remote start button is engaged again, the
10 engine will run for an additional ten minutes before the Remote Start stops the engine
11 (“deactivates”). For the remote system, the brake pedal must not be depressed, and the
12 transmission must be set to “P” (“transmission park-status”).

13 49. Infiniti’s Remote Start system also incorporates

14 wherein if the vehicle is stationary, the idling timer is activated,
15 wherein the idling timer is configured to send a de-activation
16 signal to turn off the engine once the deactivation time window
17 has expired and the transmission park-status of the vehicle is
18 confirmed, further wherein the idling timer is programmed to
expire after a predetermined period of time

19 as recited in claim 12. For example, to engage the Remote Start system, the engine must
20 not be running (“stationary”), which is sensed by the ignition being off and transmission
21 being in “Park.” Once the engine is remotely activated, the idle timer is started. The engine
22 is switched off if the transmission is still in “P” and the brake pedal is not depressed at the
23 ten-minute timer expiration. As further evidence that the park status is confirmed at the end
24 of the timer, pressing the brake will terminate Remote Start independent of the idle timer
25 state. Finally, a timer window of ten minutes is used for both the initial and extended time.

26 50. Nissan USA has infringed and continues to infringe the ’935 patent, either
27 literally or under the doctrine of equivalents. Nissan USA’s infringing activities in the
28 United States and this District include, among other things, making, using, selling, and

1 offering for sale Nissan vehicles using the Remote Engine Start/Stop system and Infiniti
2 vehicles using the Remote Start system.

3 51. The infringement charts outlined in **Exhibit 8** and **Exhibit 9** set forth Vision
4 Works's current understanding of Nissan's Remote Engine Start/Stop system and Infiniti's
5 Remote Start system, respectively, containing only information that Nissan has made
6 publicly available. The charts do not set forth all of Vision Works's infringement theories.
7 The Nissan Remote Engine Start/Stop and Infiniti Remote Start systems embody other
8 claims set forth in the '935 patent, which will be disclosed in forthcoming infringement
9 contentions under this District's local patent rules. For example, the Nissan Remote Engine
10 Start/Stop and Infiniti Remote Start systems embody at least dependent claims 14, 17, 19,
11 and 20. Vision Works reserves the right to amend or supplement its infringement theories
12 upon more information becoming available through formal discovery and this Court
13 completing its claim construction proceedings.

14 52. Nissan USA has been aware of its infringement of the '935 patent as early as
15 February 2021. Nissan USA has made no effort to avoid infringement despite knowing that
16 its actions were consciously wrongful and deliberate. Accordingly, Nissan USA's
17 infringement has been and continues to be willful, and this case is exceptional.

18 53. Upon information and belief, Nissan USA has sold Nissan vehicles containing
19 the Remote Engine Start/Stop system and Infiniti vehicles with the Remote Start system
20 since their first release in 2013; therefore, Nissan USA is generating significant amounts
21 of money in annual revenue and exposing Nissan to similarly substantial amounts of money
22 in liability for its infringement of the Asserted Patents.

23 54. Unless enjoined, Nissan USA and others acting on behalf of Nissan USA will
24 continue their infringing acts, thereby causing irreparable harm to Vision Works, for which
25 there is no adequate remedy at law.

26 55. As a result of Nissan USA's infringement of the '935 patent, Vision Works
27 has suffered and will continue to suffer harm and injury, including monetary damages in
28

1 an amount to be determined at trial, and is entitled to recovery of such as well as its
2 attorneys' fees.

3 **FOURTH CLAIM FOR RELIEF**

4 **(Infringement of the '251 patent)**

5 56. Vision Works repeats, realleges, and incorporates by reference the allegations
6 contained in the previous paragraphs of this Complaint as though fully set forth herein.

7 57. Nissan USA, by and through its agents, officers, directors, resellers, retailers,
8 employees, and servants, has and is currently infringing the '251 patent by making, using,
9 offering to sell, selling, exporting from, and importing into the United States the Accused
10 Products, which embody claims set forth in the Asserted Patents.

11 58. As shown in **Exhibit 10**, Nissan USA's ProPILOT embodies each limitation
12 of at least claim 12 of the '251 patent. Nissan USA's ProPILOT assistance technology
13 implements "[a] communication system for a vehicle comprising: a laser range finder to
14 calculate a distance between the vehicle and an object; a vehicle speed sensor that
15 calculates a speed of the vehicle; a warning device that generates an internal alert to a driver
16 of the vehicle" as recited in claim 12. For example, Nissan USA's ProPILOT is an
17 automated driving assist system that frees the driver from various driving tasks, such as
18 monitoring following distance. If the ProPILOT detects the following distance closing and
19 the driver must take over driving the vehicle, the system alerts the driver. The ProPILOT
20 uses radar, cameras, and laser scanners to sense distances between a vehicle and an object,
21 such as another vehicle. It also includes a vehicle speed sensor that calculates the vehicle's
22 speed during active driver assist to help control the vehicle and maintain distance between
23 preceding vehicles and other objects. The ProPILOT system provides audible and visual
24 alerts to warn the driver, for example, of a risk of collision.

25 59. Nissan USA's ProPILOT also incorporates
26 a control device coupled to the rangefinder, the vehicle speed
27 sensor, and the warning device, wherein the range finder sends a
28 signal to the control device corresponding to the distance of the
vehicle from the object, the vehicle speed sensor sends a signal

1 to the control device corresponding to a speed of the vehicle, and
2 the control device operates the warning device in a manner
3 dependent upon the signal from the range finder and the speed of
4 the vehicle

5 as recited in claim 12. For example, the Nissan USA ProPILOT software, running on one
6 or more microprocessors (“control device”), implements alerts and driver assistance, such
7 as automatic speed adjustment and braking. The software uses input from various sensors,
8 including the vehicle speed and distance data, to implement an assisted driving experience.
9 The Nissan USA ProPILOT uses speed and distance to an object, such as a preceding
10 vehicle, to adjust acceleration, steering, or braking. The ProPILOT system also produces
11 visual and audible warnings for the driver if the maintained distance closes.

12 60. Nissan USA has infringed and continues to infringe the ’251 patent, either
13 literally or under the doctrine of equivalents. Nissan USA’s infringing activities in the
14 United States and this District include, among other things, making, using, selling, and
15 offering for sale Nissan vehicles using the ProPILOT technology.

16 61. The infringement chart outlined in **Exhibit 10** sets forth Vision Works’s
17 current understanding of Nissan USA’s ProPILOT system, which contains only
18 information that Nissan has made publicly available. The chart does not set forth all of
19 Vision Works’s infringement theories. The ProPILOT system embodies other claims set
20 forth in the ’251 patent, which will be disclosed in forthcoming infringement contentions
21 under this District’s local patent rules. Vision Works reserves the right to amend or
22 supplement its infringement theories upon more information becoming available through
23 formal discovery and this Court completing its claim construction proceedings.

24 62. Upon information and belief, Nissan USA has sold vehicles containing the
25 ProPILOT system since it was first introduced in 2018; therefore, Nissan USA is
26 generating significant amounts of money in annual revenue and exposing Nissan USA to
27 similarly substantial amounts of money in liability for its infringement of the Asserted
28 Patents.

1 with the actual yaw rate. If the Nissan USA VDC system determines that the lateral
2 acceleration is greater than a target yaw rate (“threshold value”), the VDC automatically
3 reduces the vehicle’s speed.

4 68. Nissan USA has infringed and continues to infringe the ’989 patent, either
5 literally or under the doctrine of equivalents. Nissan USA’s infringing activities in the
6 United States and this District include, among other things, making, using, selling, and
7 offering for sale Nissan vehicles using the Vehicle Dynamic Control system.

8 69. The infringement chart outlined in **Exhibit 11** sets forth Vision Works’s
9 current understanding of Nissan USA’s VDC system, which contains only information that
10 Nissan USA has made publicly available. The chart does not set forth all of Vision Works’s
11 infringement theories. The VDC system embodies other claims set forth in the ’989 patent,
12 which will be disclosed in forthcoming infringement contentions under this District’s local
13 patent rules. For example, the VDC system embodies at least dependent claims 10, 14, 15,
14 and 18. Vision Works reserves the right to amend or supplement its infringement theories
15 upon more information becoming available through formal discovery and this Court
16 completing its claim construction proceedings.

17 70. Upon information and belief, Nissan USA has sold vehicles containing the
18 VDC system since 2009; therefore, Nissan USA is generating significant amounts of
19 money in annual revenue and exposing Nissan to similarly substantial amounts of money
20 in liability for its infringement of the Asserted Patents.

21 71. Unless enjoined, Nissan USA and others acting on behalf of Nissan USA will
22 continue their infringing acts, thereby causing irreparable harm to Vision Works, for which
23 there is no adequate remedy at law.

24 72. As a result of Nissan USA’s infringement of the ’989 patent, Vision Works
25 has suffered and will continue to suffer harm and injury, including monetary damages in
26 an amount to be determined at trial, and is entitled to recovery of such as well as its
27 attorneys’ fees.

28

PRAYER FOR RELIEF

WHEREFORE, Vision Works prays for entry of judgment in its favor and against Nissan as follows:

(a) An Order adjudging Nissan USA to have infringed the Asserted Patents under 35 U.S.C. § 271;

(b) A permanent injunction under 35 U.S.C. § 283 enjoining Nissan USA, its officers, directors, agents, servants, resellers, retailers, employees, attorneys, and those persons acting in concert or participation with them, from infringing the Asserted Patents in violation of 35 U.S.C. § 271;

(c) An award to Vision Works of a reasonable royalty for Nissan USA’s unauthorized use, sale, export, import, and manufacture of the Accused Products, subject to proof at trial;

(d) An Order adjudicating that this is an exceptional case;

(e) An award to Vision Works of its attorneys’ fees and treble damages under 35 U.S.C. § 285;

(f) An award of pre-judgment and post-judgment interest and costs of this action against Nissan USA;

(g) For such other and further relief as the Court deems just and proper.

Respectfully submitted,

Date: March 4, 2022

By: /s/Mary Grace L. Jalandoni

Trevor Q. Coddington

Adam T. Turosky

Mary Grace L. Jalandoni

Insigne PC

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Attorneys for Plaintiff

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1 **DEMAND FOR A JURY TRIAL**

2 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby
3 demands a trial by jury of all issues so triable.
4

5 Respectfully submitted,

6
7 Date: March 4, 2022

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