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Attorneys for Plaintiff  
*Aire Technology Limited*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

AIRE TECHNOLOGY LTD.,  
  
Plaintiff,  
  
vs.  
  
GARMIN INTERNATIONAL INC.,  
  
Defendant.

Case No. 8:22-cv-01027  
**COMPLAINT FOR PATENT  
INFRINGEMENT**  
**JURY TRIAL DEMANDED**

1 This is an action for patent infringement arising under the Patent Laws of the  
 2 United States of America, 35 U.S.C. § 1 *et seq.*, in which Plaintiff Aire Technology  
 3 Limited (“Plaintiff” or “Aire”) makes the following allegations against Defendant  
 4 Garmin International, Inc. (“Defendant” or “Garmin”):

5 **INTRODUCTION**

6 1. This complaint arises from Garmin’s unlawful infringement of the  
 7 following United States patent owned by Plaintiff, which relates to improvements in  
 8 Near Field Communication (NFC) and secure digital payment solutions: United  
 9 States Patent No. 8,581,706 (“the ’706 Patent”) (the “Asserted Patent”).

10 **PARTIES**

11 2. Plaintiff Aire Technology Limited is a limited liability company  
 12 organized and existing under the law of Ireland, with its principal place of business  
 13 at The Hyde Building, Suite 23, The Park, Carrickmines, Dublin 18, Ireland. Aire  
 14 is the sole owner by assignment of all rights, title, and interest in the Asserted Patent,  
 15 including the right to recover damages for past, present, and future infringement.

16 3. On information and belief, Defendant Garmin International, Inc. is a  
 17 corporation organized under the laws of the state of Kansas, with its principal place  
 18 of business at 1200 East 151st Street, Olathe, Kansas 66062.

19 **JURISDICTION AND VENUE**

20 4. This action arises under the patent laws of the United States, Title 35 of  
 21 the United States Code. This Court has original subject matter jurisdiction pursuant  
 22 to 28 U.S.C. §§ 1331 and 1338(a).

23 5. This Court has personal jurisdiction over Defendant in this action  
 24 because Defendant has committed acts within this District giving rise to this action  
 25 and has established minimum contacts with this forum such that the exercise of  
 26 jurisdiction over Defendant would not offend traditional notions of fair play and  
 27 substantial justice. Defendant, directly and through subsidiaries or intermediaries,  
 28 has committed and continues to commit acts of infringement in this District by,

1 among other things, importing, offering to sell, and selling Garmin-branded products  
 2 that infringe the Asserted Patent.

3 6. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400(b).  
 4 Garmin is registered to do business in California. Additionally, upon information  
 5 and belief, Defendant has transacted business in this District and has committed acts  
 6 of direct and indirect infringement in this District by, among other things, making,  
 7 using, offering to sell, selling, and importing products that infringe the Asserted  
 8 Patent. Garmin has a regular and established place of business in this District,  
 9 including at 135 S State College Boulevard #110, Brea, CA 92821.

10 **COUNT I**

11 **INFRINGEMENT OF U.S. PATENT NO. 8,581,706**

12 7. Plaintiff realleges and incorporates by reference the foregoing  
 13 paragraphs as if fully set forth herein.

14 8. On November 12, 2013, the United States Patent and Trademark Office  
 15 issued U.S. Patent No. 8,581,706 (“the ’706 Patent”), entitled “Data storage medium  
 16 and method for contactless communication between the data storage medium and a  
 17 reader,” after full and fair examination. Plaintiff is the assignee of all rights, title,  
 18 and interest in and to the ’706 Patent and possesses all rights of recovery under  
 19 the ’706 Patent, including the right to recover damages for past, present, and future  
 20 infringement. The ’706 Patent is valid and enforceable. A true and correct copy of  
 21 the ’706 Patent is attached hereto as Exhibit 1.

22 9. On information and belief, Garmin makes, uses, offers for sale, sells,  
 23 and/or imports certain products, including without limitation the Garmin-branded  
 24 Forerunner 945, Forerunner 745, Forerunner 645, Forerunner 645 Music, Fenix 7  
 25 series, Garmin Fenix 7S series, Garmin Fenix 7X series, Fenix 6, Fenix 6 Pro series,  
 26 Fenix 6S, Fenix 6S Pro series, Fenix 6X, Fenix 6X Pro series, Fenix 5 Plus, Fenix  
 27 5S Plus, Fenix 5X Plus, Vivoactive 3 Music, Vivoactive 3, Vivoactive 4, Vivoactive  
 28 4S, Vivomove Style, Vivomove Luxe, Venu, Venu Sq, Venu 2, Venu 2 Plus, Venu

1 2S, Instinct 2 Solar models, Instinct 2 Solar Specialty models, D2 Delta S, D2 Delta,  
 2 D2 Delta PX, Marq Driver, Marq Aviator, Marq Captain, Marq Expedition, Marq  
 3 Athlete, Marq Commander, Marq Adventurer, Marq Golfer, Legacy Saga and  
 4 Legacy Hero series, Approach S62, Descent Mk2, Descent Mk2i, Descent Mk2s, D2  
 5 Delta, D2 Delta S, D2 Delta PX, Quatix 6, Quatix 6X, Tactix Delta series, Enduro,  
 6 and Captain Marvel, Darth Vader, First Avenger, and Rey wearables supporting  
 7 Garmin Pay (“Accused Products”), that directly infringe, literally and/or under the  
 8 doctrine of equivalents, one or more claims of the ’706 Patent. Identification of the  
 9 accused products will be provided in Plaintiff’s infringement contentions pursuant  
 10 to the Court’s scheduling order.

11 10. The Accused Products satisfy all of the claim limitations of one or more  
 12 claims of the ’706 Patent, including but not limited to claim 11.

13 11. Claim 11 of the ’706 Patent recites a “contactlessly communicating  
 14 portable data carrier.” To the extent the preamble is limiting, the Accused Products  
 15 each include a portable data carrier that is capable of contactless communication  
 16 through the use of Near Field Communication (NFC) technology. For example,  
 17 Garmin advertises that the Accused Products, such as the exemplary Venu Sq,  
 18 support NFC:



**GARMIN PAY™**

Breeze through checkout lines and select transit systems with  
 Garmin Pay contactless payment solution<sup>4</sup> through  
 participating providers.

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 28 See <https://www.garmin.com/en-US/p/643260#overview>.


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Venu® Sq wireless frequency

2.4 GHz @ -0.82 dBm nominal

See <https://www8.garmin.com/manuals/webhelp/GUID-1C3C7630-B695-44C3-AF56-949C1D4889FB/EN-US/GUID-AB6123D1-8289-47F4-BC45-11702838082B.html>.

12. Claim 11 of the '706 Patent recites that the portable data carrier comprises “at least two applications stored thereon.” The Accused Products are configured to store at least two applications. For example, the Accused Products, such as the exemplary Venu, are configured to store at least two applications that utilize NFC:



**Quick and Easy to Use**

With just a few quick touches, Garmin Pay is easily accessible from your compatible Garmin watch. Enter your passcode, select the right credit card from your virtual wallet, and then hold your wrist near the card reader — that's it. No need to fumble for your phone, cards or cash. Visit the [support page](#) for help with Garmin Pay.




**Your Credit Cards, Your Benefits**

With Garmin Pay, you can keep making purchases with the same cards you use every day. Garmin Pay works with many major credit and debit cards, including Visa® and Mastercard®. Just add them to your watch's digital wallet, and then continue taking advantage of the perks and rewards your card offers.

See <https://explore.garmin.com/en-US/garmin-pay/>.

**Adding a Card to Your Garmin Pay Wallet**

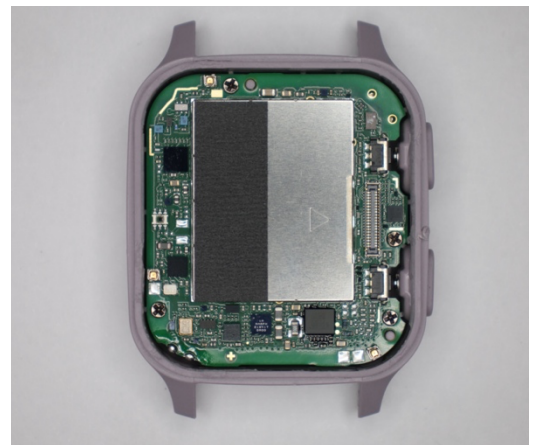
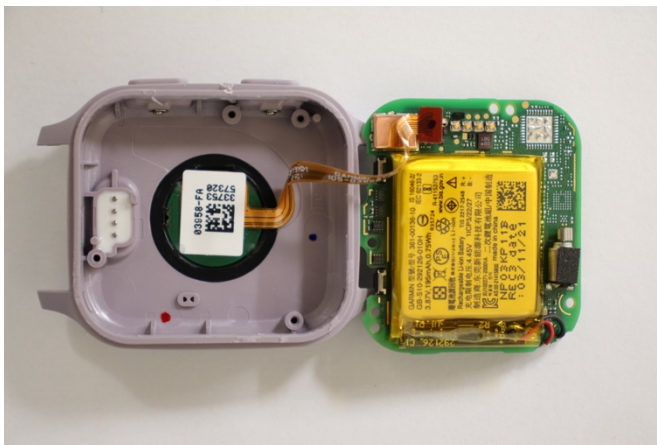
You can add up to 10 credit or debit cards to your Garmin Pay™ wallet.

1. From the Garmin Connect™ app, select  or .
2. Select **Garmin Pay** >  > **Add Card**.
3. Follow the on-screen instructions.

After the card is added, you can select the card on your watch when you make a payment.

1 See <https://www8.garmin.com/manuals/webhelp/GUID-1C3C7630-B695-44C3->  
2 [AF56-949C1D4889FB/EN-US/GUID-E330B2F3-4E25-4589-8A47-](https://www8.garmin.com/manuals/webhelp/GUID-1C3C7630-B695-44C3-AF56-949C1D4889FB/EN-US/GUID-E330B2F3-4E25-4589-8A47-)  
3 [9695FC4A35A3.html](https://www8.garmin.com/manuals/webhelp/GUID-1C3C7630-B695-44C3-AF56-949C1D4889FB/EN-US/GUID-E330B2F3-4E25-4589-8A47-9695FC4A35A3.html).

4 13. Claim 11 of the '706 Patent recites that the portable data carrier  
5 comprises “a communication device configured to control communication between  
6 a reading device and the at least two applications.” The Accused Products contain  
7 a communication device configured to control communication between a reading  
8 device and at least two applications. For example, the Accused Products utilize an  
9 NFC antenna, NFC chip, and related hardware and software to control  
10 communication with a reading device and at least two applications, as shown in the  
11 exemplary Venu SQ:



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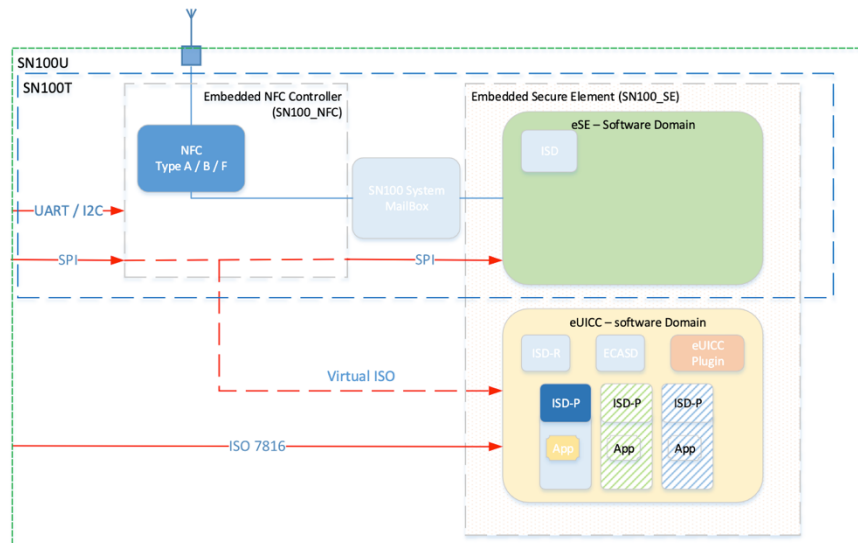


Fig. 1.2: SN100x Product Configurations

See [https://www.commoncriteriaportal.org/files/epfiles/SecurityTarget-Lite\\_SN100T\\_v1.1\\_20190418.pdf](https://www.commoncriteriaportal.org/files/epfiles/SecurityTarget-Lite_SN100T_v1.1_20190418.pdf).

14. Claim 11 of the '706 Patent recites “wherein the communication device is set up to generate communication-readiness signals to the reading device which in each case indicate to the reading device a communication readiness for one of the applications and comprise an identification number assigned to the corresponding communication-readiness application.” The Accused Products contain a communication device that is set up to generate communication-readiness signals to the reading device which in each case indicate to the reading device a communication readiness for one of the applications and comprise an identification number assigned to the corresponding communication-readiness application. For example, the communication device generates communication-readiness signals to an NFC reader which comprise an identification number that corresponds to an application:

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**Paying for a Purchase Using Your Watch**

Before you can use your watch to pay for purchases, you must set up at least one payment card.

You can use your watch to pay for purchases in a participating store.

1. Hold .
2. Select .
3. Enter your four-digit passcode.

**NOTE:** If you enter your passcode incorrectly three times, your wallet locks, and you must reset your passcode in the Garmin Connect™ app.

Your most recently used payment card appears.



4. If you have added multiple cards to your Garmin Pay™ wallet, swipe to change to another card (optional).
5. Within 60 seconds, hold your watch near the payment reader, with the watch facing the reader.  
The watch vibrates and displays a check mark when it is finished communicating with the reader.
6. If necessary, follow the instructions on the card reader to complete the transaction.

See <https://www8.garmin.com/manuals/webhelp/GUID-1C3C7630-B695-44C3-AF56-949C1D4889FB/EN-US/GUID-BD8A6737-FFF6-4958-AA18-19CAF2A963B1.html>.

15. Claim 11 of the '706 Patent recites “wherein the communication device is set up to store information in a nonvolatile memory of the data carrier about which of the at least two applications last communicated with a reading device.” Each of the Accused Products contains a communication device that is set up to store information in a nonvolatile memory of the data carrier about which of the at least two applications last communicated with a reading device. For example, the Accused Products, including the exemplary Venu Sq, store information about which of the at least two applications last communicated with a reading device:



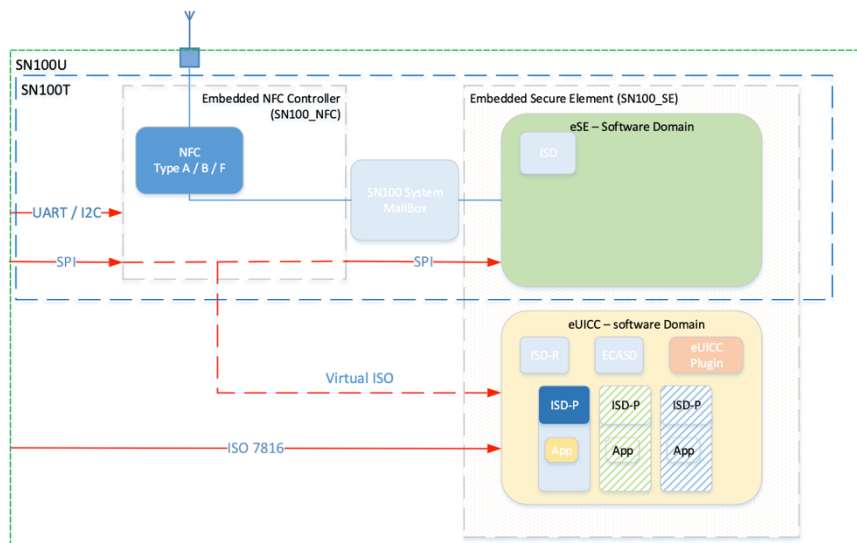


Fig. 1.2: SN100x Product Configurations

**1.3.1.1 Micro Controller**

The SN100 is a secure element from NXP based on ARM architecture. The Micro Controller includes a co-processor for symmetric cipher, supporting AES and DES operations, and a co-processor for asymmetric algorithms. It contains volatile (RAM) memory and non-volatile Flash memory. The product design is based on smart card technology and is interchangeably referred to as a secure element or smart card product.

See [https://www.commoncriteriaportal.org/files/epfiles/SecurityTarget-Lite\\_SN100T\\_v1.1\\_20190418.pdf](https://www.commoncriteriaportal.org/files/epfiles/SecurityTarget-Lite_SN100T_v1.1_20190418.pdf).

16. Garmin also knowingly and intentionally induces infringement of one or more claims of the '706 Patent in violation of 35 U.S.C. § 271(b). As of at least the filing and service of this complaint, Garmin has knowledge of the '706 Patent and the infringing nature of the Accused Products. Despite this knowledge of the '706 Patent, Garmin continues to actively encourage and instruct its customers and end users (for example, through user manuals and online instruction materials on its website, and other online publications cited above) to use the Accused Products in ways that directly infringe the '706 Patent, for example by utilizing the NFC functionality on the Accused Products and/or mobile payment applications, such as Garmin Pay, in an infringing manner. For example, Garmin provides users with instructions on how to add multiple payment cards to the Garmin Pay App to the exemplary Venu Sq and how to complete a transaction using Garmin Pay. See

1 [https://www8.garmin.com/manuals/webhelp/GUID-1C3C7630-B695-44C3-AF56-](https://www8.garmin.com/manuals/webhelp/GUID-1C3C7630-B695-44C3-AF56-949C1D4889FB/EN-US/GUID-6A02E808-A5DA-47AE-B69E-6E4D90C334A6.html)  
 2 [949C1D4889FB/EN-US/GUID-6A02E808-A5DA-47AE-B69E-](https://www8.garmin.com/manuals/webhelp/GUID-1C3C7630-B695-44C3-AF56-949C1D4889FB/EN-US/GUID-6A02E808-A5DA-47AE-B69E-6E4D90C334A6.html)  
 3 [6E4D90C334A6.html](https://www8.garmin.com/manuals/webhelp/GUID-1C3C7630-B695-44C3-AF56-949C1D4889FB/EN-US/GUID-6A02E808-A5DA-47AE-B69E-6E4D90C334A6.html); [https://www8.garmin.com/manuals/webhelp/GUID-](https://www8.garmin.com/manuals/webhelp/GUID-1C3C7630-B695-44C3-AF56-949C1D4889FB/EN-US/GUID-BD8A6737-FFF6-4958-AA18-19CAF2A963B1.html)  
 4 [1C3C7630-B695-44C3-AF56-949C1D4889FB/EN-US/GUID-BD8A6737-FFF6-](https://www8.garmin.com/manuals/webhelp/GUID-1C3C7630-B695-44C3-AF56-949C1D4889FB/EN-US/GUID-BD8A6737-FFF6-4958-AA18-19CAF2A963B1.html)  
 5 [4958-AA18-19CAF2A963B1.html](https://www8.garmin.com/manuals/webhelp/GUID-1C3C7630-B695-44C3-AF56-949C1D4889FB/EN-US/GUID-BD8A6737-FFF6-4958-AA18-19CAF2A963B1.html). Garmin does so knowing and intending (or with  
 6 willful blindness to the fact) that its customers and end users will commit these  
 7 infringing acts. Garmin also continues to make, use, offer for sale, sell, and/or  
 8 import the Accused Products, despite its knowledge of the '706 Patent, thereby  
 9 specifically intending for and inducing its customers to infringe the '706 Patent  
 10 through the customers' normal and customary use of the Accused Products.

11 17. Garmin has also infringed, and continues to infringe, one or more  
 12 claims of the '706 Patent by selling, offering for sale, or importing into the United  
 13 States, the Accused Products, knowing that the Accused Products constitute a  
 14 material part of the inventions claimed in the '706 Patent, are especially made or  
 15 adapted to infringe the '706 Patent, and are not staple articles or commodities of  
 16 commerce suitable for non-infringing use. As of at least the filing and service of  
 17 this complaint, Garmin has knowledge of the '706 Patent and the infringing nature  
 18 of the Accused Products. Garmin has been, and currently is, contributorily  
 19 infringing the '706 Patent in violation of 35 U.S.C. §§ 271(c) and/or (f).

20 18. By making, using, offering for sale, selling and/or importing into the  
 21 United States the Accused Products, Garmin has injured Plaintiff and is liable for  
 22 infringement of the '706 Patent pursuant to 35 U.S.C. § 271.

23 19. As a result of Garmin's direct infringement of the '706 Patent, Plaintiff  
 24 is entitled to monetary damages (past, present, and future) in an amount adequate to  
 25 compensate for Garmin's infringement, but in no event less than a reasonable royalty  
 26 for the use made of the invention by Garmin, together with interest and costs as fixed  
 27 by the Court.

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DATED: May 20, 2022

Respectfully submitted,

/s/ Reza Mirzaie

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