

1 TREVOR Q. CODDINGTON (CSB NO. 243,042)

2 tcoddington@insigne.law

3 HOLLIE J. KUCERA (CSB NO. 320,596)

4 hkucera@insigne.law

5 ADAM T. TUROSKY (CSB NO. 336,024)

6 aturosky@insigne.law

7 INSIGNE PC

8 5650 El Camino Real, Suite 130

9 Carlsbad, CA 92008

10 Telephone: (858) 227-6633

11 Facsimile: (858) 504-6633

12 Attorneys for Plaintiff

13 VISION WORKS IP CORP.

14 **UNITED STATES DISTRICT COURT**

15 **SOUTHERN DISTRICT OF CALIFORNIA**

16 VISION WORKS IP CORP.,
17 a Washington corporation,

18 *Plaintiff,*

19 v.

20 MERCEDES-BENZ USA, LLC,
21 a Delaware limited liability company;
22 MERCEDES-BENZ GROUP AG, a
23 German corporation,

24 *Defendant.*

Case No.: **'22CV1349 BEN DDL**

**COMPLAINT FOR PATENT
INFRINGEMENT – 35 U.S.C. § 271**

DEMAND FOR JURY TRIAL

1 Plaintiff Vision Works IP Corp. (“Vision Works”) hereby complains of Defendants
2 Mercedes-Benz USA, LLC and Mercedes-Benz Group AG (collectively, “Mercedes” or
3 “Defendants”) and alleges as follows:

4 **NATURE OF THE ACTION**

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

7 **THE PARTIES**

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

10 3. Mercedes-Benz USA, LLC is a Delaware limited liability company with its
11 corporate headquarters at One Mercedes-Benz Drive, Sandy Springs, GA 30328.

12 4. Mercedes-Benz Group AG is a stock company organized under the laws of
13 Germany, with its principal place of business at Mercedesstr. 137, 70327 Stuttgart,
14 Germany. Mercedes-Benz USA, LLC is a wholly-owned subsidiary of Mercedes-Benz
15 Group AG. Mercedes has a full-service design location at 2250 Rutherford Road, Carlsbad,
16 CA 92008, located in this District, which is an affiliate of Mercedes-Benz USA, LLC and
17 a wholly-owned subsidiary of Mercedes-Benz Group AG.

18 **JURISDICTION AND VENUE**

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

22 6. This Court has personal jurisdiction over Mercedes because it has a
23 continuous, systematic, and substantial presence in this District; regularly conducts
24 business and solicits business within this District, and has committed and continues to
25 commit acts of patent infringement in this District, including, without limitation, by
26 making, using, selling, and offering for sale Mercedes vehicles to consumers in this
27 District; purposefully directs activities at residents of this District; and places Mercedes
28 vehicles into the stream of commerce with the knowledge that such products would be sold

1 in California and in this District, which acts form a substantial part of the events giving rise
2 to Vision Works’s claims. “Mercedes vehicles” as discussed herein include Maybach-
3 branded vehicles.

4 7. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400(b) because
5 Mercedes has committed acts of infringement and has a regular and established place of
6 business in this District.

7 **FACTUAL BACKGROUND**

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

11 9. During the past ten years, Vision Works attempted to license its patents to
12 infringers to cure the unauthorized use of its patented vehicle technologies. Yet, like Ford
13 in the film Flash of Genius, most vehicle manufacturers, refuse to engage in licensing
14 discussions and blatantly disregard Vision Works’s patents despite their infringement.

15 10. On November 20, 2012, the United States Patent and Trademark Office
16 (“PTO”) duly and lawfully issued United States Patent No. 8,315,769 (the “’769 patent”)
17 entitled “Absolute Acceleration Sensor for Use Within Moving Vehicles.” A true and
18 correct copy of the ’769 patent is attached hereto as **Exhibit 1**. On November 22, 2011, the
19 ’769 patent was filed at the PTO as a continuation of its predecessors, claiming priority to
20 Provisional Application No. 60/616,400, filed on October 5, 2004. Vision Works owns all
21 rights to the ’769 patent via an Assignment recorded at the PTO on November 22, 2011, at
22 reel/frame 027267/0282.

23 11. On May 7, 2013, the PTO duly and lawfully issued United States Patent No.
24 8,437,935 (the “’935 patent”) entitled “Absolute Acceleration Sensor for Use Within
25 Moving Vehicles.” A true and correct copy of the ’935 patent is attached hereto as **Exhibit**
26 **2**. The application for the ’935 patent was filed on May 12, 2009, and claims priority to
27 Provisional Application No. 60/616,400, filed on October 5, 2004. Vision Works owns all
28

1 rights to the '935 patent via an Assignment recorded at the PTO on March 3, 2010, at
2 reel/frame 024025/0278.

3 12. On March 25, 2014, the PTO duly and lawfully issued United States Patent
4 No. 8,682,558 (the "'558 patent") entitled "Absolute Acceleration Sensor for Use Within
5 Moving Vehicles." A true and correct copy of the '558 patent is attached hereto as **Exhibit**
6 **3**. On October 11, 2012, the '558 patent application was filed at the PTO as a continuation
7 of its predecessors, claiming priority to Provisional Application No. 60/616,400, filed on
8 October 5, 2004. Vision Works owns all rights to the '558 patent via an Assignment
9 recorded at the PTO on October 11, 2012, at Reel/Frame 029115/0817.

10 13. On February 10, 2015, the PTO duly and lawfully issued United States Patent
11 No. 8,954,251 (the "'251 patent") entitled "Absolute Acceleration Sensor for Use Within
12 Moving Vehicles." A true and correct copy of the '251 patent is attached hereto as **Exhibit**
13 **4**. On August 27, 2013, the '251 patent application was filed, and all rights to the '251
14 patent were assigned to Vision Works via an Assignment recorded at the PTO at
15 Reel/Frame 031094/0402. The '251 patent application was a continuation-in-part of its
16 predecessors and claims priority to Provisional Application No. 60/616,400, filed on
17 October 5, 2004.

18 14. On December 22, 2015, the PTO duly and lawfully issued United States Patent
19 No. 9,217,380 (the "'380 patent") entitled "Absolute Acceleration Sensor for Use Within
20 Moving Vehicles." A true and correct copy of the '380 patent is attached hereto as **Exhibit**
21 **5**. On March 13, 2013, the '380 patent application was filed, and all rights to the '380 patent
22 were assigned to Vision Works via an Assignment recorded at the PTO at Reel/Frame
23 029990/0523. The '380 patent application was a continuation of its predecessors and claims
24 priority to Provisional Application No. 60/616,400, filed on October 5, 2004.

25 15. On November 28, 2017, the PTO duly and lawfully issued United States
26 Patent No. 9,830,821 (the "'821 patent") entitled "Absolute Acceleration Sensor for Use
27 Within Moving Vehicles." A true and correct copy of the '821 patent is attached hereto as
28 **Exhibit 6**. On December 29, 2014, the '821 patent application was filed, and all rights to

1 the '821 patent were assigned to Vision Works via an Assignment recorded at the PTO at
2 Reel/Frame 034595/0991. The '821 patent application was a division of its predecessors
3 and claims priority to Provisional Application No. 60/616,400, filed on October 5, 2004.

4 16. Last, on October 8, 2019, the PTO duly and lawfully issued United States
5 Patent No. 10,436,125 (the "'125 patent") entitled "Absolute Acceleration Sensor for Use
6 Within Moving Vehicles." A true and correct copy of the '125 patent is attached hereto as
7 **Exhibit 7**. On March 12, 2018, the '125 patent application was filed, and all rights to the
8 '125 patent were assigned to Vision Works via an Assignment recorded at the PTO at
9 Reel/Frame 045178/0749. The '125 patent application was a continuation of its
10 predecessors and claims priority to Provisional Application No. 60/616,400, filed on
11 October 5, 2004.

12 17. Despite being the first to invent and patent useful vehicle technologies,
13 manufacturers, including Mercedes, have saturated the automotive market with infringing
14 products. Vision Works does not have the resources to penetrate such an already saturated
15 market.

16 18. In general, the inventions claimed in the '769 patent and '558 patent offer
17 novel solutions for measuring the lateral acceleration of a vehicle and dynamically
18 adjusting its suspension. For example, a vehicle's suspension is adjusted upon sensing a
19 change in acceleration to optimize performance and safety while turning.

20 19. The '935 patent, '380 patent, and '125 patent generally relate to techniques
21 that save fuel and reduce vehicle emissions by turning off an idling engine when the vehicle
22 is stationary. For example, when a car is stopped, an idling timer is started, and after a
23 predetermined time, if the transmission is in a safe state (e.g., brakes applied or clutch
24 released), the idling engine switches off.

25 20. Further, the '251 patent provides a technique that uses a range finder with a
26 speed sensor to alert the driver of a vehicle in a speed-dependent situation. For example,
27 the speed sensor can detect the sensed speed and distance of the vehicle from an object to
28 generate a warning for the driver, such as a potential collision with an external object.

1 21. In addition, the '821 patent is drawn to a novel technique to maintain a safe
2 distance between vehicles, including storing events for later analysis. For example, an
3 automobile's distance from an object is calculated, and events are recorded once the vehicle
4 crosses a safe-zone distance threshold with respect to an object.

5 22. Numerous Mercedes vehicle components embody Vision Works's patented
6 technologies and are not limited to the examples listed herein. First, Mercedes's Adaptive
7 Damping System ("ADS") monitors lateral acceleration data, among other vehicle states,
8 to automatically adjust the suspension in Mercedes vehicles, such as the E, S, ML, GL, R,
9 and SL classes of cars. As one example, an ADS control unit continually adjusts a
10 Mercedes vehicle's shock absorbers in real-time to achieve optimum vehicle performance.
11 At the same time, absolute lateral acceleration is one sensed component of the vehicle state
12 used by the ADS control unit.

13 23. Second, Mercedes's AIRMATIC active suspension system also monitors
14 lateral acceleration data, among other vehicle states, to automatically adjust the braking
15 and suspension in Mercedes vehicles.

16 24. Third, the Mercedes SmartKey Starter with the remote start/stop feature
17 remotely starts a vehicle's engine via the SmartKey fob, activating a timer that
18 automatically shuts off the engine after idling for ten minutes.

19 25. Fourth, Mercedes's mbrace Remote Start system remotely starts the vehicle's
20 engine, activating a timer that automatically shuts off the engine after idling for ten
21 minutes. The mbrace is a connected smartphone application that includes the remote engine
22 start/stop feature, which comes standard on most Mercedes vehicles as part of the mbrace
23 Connect package starting in 2016.

24 26. Lastly, Mercedes's DRIVE PILOT is an autonomous driving system that
25 automatically maintains a safe distance from objects during driving. The system uses a
26 laser to measure Mercedes vehicle's speed and distance from an object in front of the
27 vehicle to issue a warning to the driver. For example, in adaptive cruise assist mode, which
28

1 automatically follows another vehicle, a warning is initiated for the driver to take control
2 in unusual circumstances.

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

5 28. Mercedes is and has been making, using, selling, offering for sale, importing,
6 and exporting vehicles equipped with Mercedes Adaptive Damping System, AIRMATIC,
7 SmartKey Starter, mbrace Remote Start, and DRIVE PILOT systems (the “Accused
8 Products”) since at least 2005, years after the filing of the Asserted Patents. For example,
9 Mercedes has made the ADS, ADS+, ADS II, and AIRMATIC systems available in various
10 Mercedes models since 2005. The Accused Products can be purchased at numerous
11 Mercedes locations, including in this District.

12 29. Mercedes has been aware of the Asserted Patents since at least as early as
13 February 2021 when representatives of Vision Works emailed Mercedes an offer to license
14 its patent portfolio. Despite repeated attempts to contact Mercedes again in March, Vision
15 Works did not receive a response.

16 30. On April 13, 2021, counsel for Vision Works emailed Stacey Mollohan,
17 Associate General Counsel for Mercedes, a letter explaining its infringement of the ’769
18 patent, ’935 patent, ’558 patent, and the ’251 patent. The letter included exemplary claim
19 charts evidencing Mercedes’s infringement of specific claims of these patents. Mercedes
20 confirmed receipt and requested approximately one month to review Vision Works’s
21 invitation to discuss licensing. On June 1, 2021, Dr. Rainer Zimmermann, Mercedes Brand
22 & IP Management GmbH & Co. KG, responded with conclusory allegations of non-
23 infringement and invalidity – mainly in German. While enforcing its patent rights against
24 other car manufacturers over the course of a year, in June 2022, Vision Works overcame
25 Mercedes’s allegations and offered to settle the dispute before resulting to litigation.
26 However, Mercedes has only delayed discussions by pushing any response to sometime in
27 mid-August 2022.

1 31. Vision Works has incurred significant financial and personal costs in
2 commercializing its technology because companies repeatedly choose to ignore Vision
3 Works and its patents. Accordingly, Vision Works seeks court intervention to enforce its
4 patent rights and get the recognition and compensation it deserves.

5 **FIRST CLAIM FOR RELIEF**

6 **(Infringement of the '769 patent)**

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

9 33. Mercedes, by and through its agents, officers, directors, resellers, retailers,
10 employees, and servants, has and is currently infringing the '769 patent by making, using,
11 offering to sell, selling, exporting from, and importing into the United States the Accused
12 Products, which embody claims set forth in the Asserted Patents.

13 34. As shown in **Exhibit 8**, Mercedes vehicles with the ADS system, such as the
14 Mercedes E, S, ML, GL, R, and SL classes, embody each limitation of at least claim 21 of
15 the '769 patent. Specifically, Mercedes's ADS implements "[a] method of controlling the
16 performance characteristics of a vehicle, comprising: sensing a lateral acceleration of the
17 vehicle at the vehicle," as recited in claim 21. For example, the ADS active suspension
18 system includes a Mercedes ADS control unit that continually adjusts the vehicle's shock
19 absorbers in real-time to achieve optimum vehicle performance under all road conditions.
20 Absolute lateral acceleration is one sensed component of the vehicle state used to adapt the
21 suspension in real-time.

22 35. Additionally, Mercedes vehicles with the AIRMATIC system embody each
23 limitation of at least claims 21-26 of the '769 patent. In one instance, Mercedes's
24 AIRMATIC system comprises "sending a signal to a plurality of control devices based
25 upon the lateral acceleration of the vehicle; and adjusting a suspension characteristic of the
26 vehicle based upon the lateral acceleration of the vehicle," as recited in claim 21. In
27 addition, Mercedes's AIRMATIC active suspension system continually adjusts the
28

1 vehicle's shock absorbers in real-time to achieve optimum vehicle performance under all
2 road conditions.

3 36. Mercedes has infringed and continues to infringe the '769 patent, either
4 literally or under the doctrine of equivalents. Mercedes's infringing activities in the United
5 States and this District include, among other things, making, using, selling, and offering
6 for sale Mercedes vehicles, such as the E, S, ML, GL, R, and SL class vehicles, all using
7 the ADS and AIRMATIC systems.

8 37. The infringement chart outlined in **Exhibit 8** sets forth Vision Works's current
9 understanding of Mercedes's ADS and AIRMATIC systems, which contain only
10 information that Mercedes has made publicly available. The chart does not set forth all of
11 Vision Works's infringement theories. Vision Works reserves the right to amend or
12 supplement its infringement theories upon more information becoming available through
13 formal discovery and this Court completing its claim construction proceedings.

14 38. Mercedes has been aware of its infringement of the '769 patent since as early
15 as February 2021. Mercedes has made no effort to avoid infringement despite knowing that
16 its actions were consciously wrongful and deliberate. Accordingly, Mercedes's
17 infringement has been and continues to be willful, and this case is exceptional.

18 39. Upon information and belief, Mercedes has sold vehicles, including the
19 Mercedes E, S, ML, GL, R, and SL classes, containing the ADS and AIRMATIC systems,
20 since their debut in 2005. For example, the Mercedes E-Class starts at \$54,950; therefore,
21 Mercedes generates significant amounts of annual revenue from the sales of such vehicles
22 and those sales expose Mercedes to similarly substantial amounts of money in liability for
23 its infringement of the Asserted Patents.

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

27 41. As a result of Mercedes's infringement of the '769 patent, Vision Works has
28 suffered and will continue to suffer harm and injury, including monetary damages in an

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

3 **SECOND CLAIM FOR RELIEF**

4 **(Infringement of the ’935 patent)**

5 42. 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 43. Mercedes, by and through its agents, officers, directors, resellers, retailers,
8 employees, and servants, has and is currently infringing the ’935 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 44. As shown in **Exhibit 9**, Mercedes vehicles with the SmartKey Starter Remote
12 Start system, such as the Mercedes E, S, ML, GL, R, and SL classes, embody each
13 limitation of at least claim 12 of the ’935 patent. Specifically, Mercedes’s Remote Start
14 implements “[a] method of automatically turning off an idling engine of a vehicle,
15 comprising: sensing a stationary status of the vehicle; activating an idling timer, with a
16 deactivation time window; and detecting a transmission park-status of the vehicle,” as
17 recited in claim 12. In one instance, the Mercedes SmartKey Starter features an engine
18 Remote Start action that is activated by the Mercedes SmartKey fob. For example, the
19 Remote Start is used to warm up or cool down a vehicle by turning on the engine remotely
20 by pressing the SmartKey’s panic button at least once. After activation, the Remote Start
21 will automatically turn off the idling engine after 10 minutes unless otherwise interrupted.

22 45. Additionally, Mercedes vehicles with the mbrace Remote Start system
23 embody each limitation of at least claim 12 of the ’935 patent. Mercedes’s mbrace Remote
24 Start also incorporates “[a] method of automatically turning off an idling engine of a
25 vehicle, comprising: sensing a stationary status of the vehicle; activating an idling timer,
26 with a deactivation time window; and detecting a transmission park-status of the vehicle,”
27 as recited in claim 12.

1 46. Mercedes has infringed and continues to infringe the '935 patent, either
2 literally or under the doctrine of equivalents. Mercedes's infringing activities in the United
3 States and this District include, among other things, making, using, selling, and offering
4 for sale Mercedes vehicles using the SmartKey Starter Remote Start and the mbrace
5 Remote Start systems, such as the E, S, ML, GL, R, and SL class vehicles.

6 47. The infringement chart outlined in **Exhibit 9** sets forth Vision Works's current
7 understanding of Mercedes's SmartKey Starter Remote Start and the mbrace Remote Start
8 systems, which contains only information that Mercedes has made publicly available. The
9 chart does not set forth all of Vision Works's infringement theories. Vision Works reserves
10 the right to amend or supplement its infringement theories upon more information
11 becoming available through formal discovery and this Court completing its claim
12 construction proceedings.

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

17 49. Upon information and belief, Mercedes has sold vehicles including the
18 Mercedes E, S, ML, GL, R, and SL classes containing the SmartKey Starter Remote Start
19 and the mbrace Remote Start systems, since their debut in 2016. As an example, the
20 Mercedes E-Class starts at \$54,950; therefore, Mercedes generates significant amounts of
21 money in annual revenue from the sales of such vehicles and those sales expose Mercedes
22 to similarly substantial amounts of money in liability for its infringement of the Asserted
23 Patents.

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

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

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

3 **THIRD CLAIM FOR RELIEF**

4 **(Infringement of the ’558 patent)**

5 52. 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 53. Mercedes, by and through its agents, officers, directors, resellers, retailers,
8 employees, and servants, has and is currently infringing the ’558 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 54. As shown in **Exhibit 10**, Mercedes vehicles with the ADS system, such as the
12 Mercedes E, S, ML, GL, R, and SL classes, embody each limitation of at least claims 21
13 and 22 of the ’558 patent. For example, Mercedes’s ADS implements “[a] method of
14 monitoring and controlling the performance characteristics of a vehicle, comprising:
15 sensing an absolute acceleration of the vehicle at the vehicle,” as recited in claim 21.

16 55. Additionally, Mercedes vehicles with the AIRMATIC system embody each
17 limitation of at least claim 21 of the ’558 patent. By way of example, Mercedes’s
18 AIRMATIC incorporates “monitoring and controlling the performance characteristics of a
19 vehicle, comprising: sensing an absolute acceleration of the vehicle at the vehicle,” as
20 recited in claim 21.

21 56. Mercedes has infringed and continues to infringe the ’558 patent, either
22 literally or under the doctrine of equivalents. Mercedes’s infringing activities in the United
23 States and this District include, among other things, making, using, selling, and offering
24 for sale Mercedes vehicles using the ADS and AIRMATIC systems, such as the E, S, ML,
25 GL, R, and SL class vehicles.

26 57. The infringement chart outlined in **Exhibit 10** sets forth Vision Works’s
27 current understanding of Mercedes’s ADS and AIRMATIC systems, which contains only
28 information that Mercedes has made publicly available. The chart does not set forth all of

1 Vision Works’s infringement theories. Vision Works reserves the right to amend or
2 supplement its infringement theories upon more information becoming available through
3 formal discovery and this Court completing its claim construction proceedings.

4 58. Mercedes has been aware of its infringement of the ’558 patent since as early
5 as February 2021. Mercedes has made no effort to avoid infringement despite knowing that
6 its actions were consciously wrongful and deliberate. Accordingly, Mercedes’s
7 infringement has been and continues to be willful, and this case is exceptional.

8 59. Upon information and belief, Mercedes has sold vehicles, including the
9 Mercedes E, S, ML, GL, R, and SL classes, containing the ADS and AIRMATIC systems,
10 since their debut in 2005. For example, the Mercedes E-Class starts at \$54,950; therefore,
11 Mercedes generates significant amounts of annual revenue from the sales of such vehicles
12 and those sales expose Mercedes to similarly substantial amounts of money in liability for
13 its infringement of the Asserted Patents.

14 60. Unless enjoined, Mercedes and others acting on behalf of Mercedes will
15 continue their infringing acts, thereby causing irreparable harm to Vision Works, for which
16 there is no adequate remedy at law.

17 61. As a result of Mercedes’s infringement of the ’558 patent, Vision Works has
18 suffered and will continue to suffer harm and injury, including monetary damages in an
19 amount to be determined at trial, and is entitled to recovery of such as well as its attorneys’
20 fees.

21 **FOURTH CLAIM FOR RELIEF**

22 **(Infringement of the ’251 patent)**

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

25 63. Mercedes, by and through its agents, officers, directors, resellers, retailers,
26 employees, and servants, has and is currently infringing the ’251 patent by making, using,
27 offering to sell, selling, exporting from, and importing into the United States the Accused
28 Products, which embody claims set forth in the Asserted Patents.

1 64. As shown in **Exhibit 11**, Mercedes vehicles with the Mercedes DRIVE
2 PILOT system embody each limitation of at least claim 12 of the '251 patent. Specifically,
3 Mercedes's DRIVE PILOT implements "[a] communication system for a vehicle
4 comprising: a laser range finder to calculate a distance between the vehicle and an object;
5 a vehicle speed sensor that calculates a speed of the vehicle; a warning device that generates
6 an internal alert to a driver of the vehicle," as recited in claim 12. In one instance, the
7 Mercedes DRIVE PILOT issues a warning to a driver by using a vehicle's speed and the
8 distance of an object from the vehicle, which is determined using a laser.

9 65. Mercedes has infringed and continues to infringe the '251 patent, either
10 literally or under the doctrine of equivalents. Mercedes's infringing activities in the United
11 States and this District include, among other things, making, using, selling, and offering
12 for sale Mercedes vehicles using the DRIVE PILOT system.

13 66. The infringement chart outlined in **Exhibit 11** sets forth Vision Works's
14 current understanding of the Mercedes DRIVE PILOT system, which contains only
15 information that Mercedes has made publicly available. The chart does not set forth all of
16 Vision Works's infringement theories. Vision Works reserves the right to amend or
17 supplement its infringement theories upon more information becoming available through
18 formal discovery and this Court completing its claim construction proceedings.

19 67. Mercedes has been aware of its infringement of the '251 patent since as early
20 as February 2021. Mercedes has made no effort to avoid infringement despite knowing that
21 its actions were consciously wrongful and deliberate. Accordingly, Mercedes's
22 infringement has been and continues to be willful, and this case is exceptional.

23 68. Upon information and belief, Mercedes has sold vehicles containing the
24 DRIVE PILOT system since it first debuted in 2019. Additionally, the Active Lane Assist
25 system is an earlier feature first released in 2008 and is now integrated into the DRIVE
26 PILOT system. The Active Lane Assist feature uses a speed-dependent safe distance
27 warning system. Therefore, Mercedes generates significant amounts of money in annual
28 revenue from the sales of vehicles including the DRIVE PILOT system and such sales

1 expose Mercedes to similarly substantial amounts of money in liability for its infringement
2 of the Asserted Patents.

3 69. Unless enjoined, Mercedes and others acting on behalf of Mercedes will
4 continue their infringing acts, thereby causing irreparable harm to Vision Works, for which
5 there is no adequate remedy at law.

6 70. As a result of Mercedes's infringement of the '251 patent, Vision Works has
7 suffered and will continue to suffer harm and injury, including monetary damages in an
8 amount to be determined at trial, and is entitled to recovery of such as well as its attorneys'
9 fees.

10 **FIFTH CLAIM FOR RELIEF**

11 **(Infringement of the '380 patent)**

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

14 72. Mercedes, by and through its agents, officers, directors, resellers, retailers,
15 employees, and servants, has and is currently infringing the '380 patent by making, using,
16 offering to sell, selling, exporting from, and importing into the United States the Accused
17 Products, which embody claims set forth in the Asserted Patents.

18 73. As shown in **Exhibit 12**, Mercedes vehicles with the SmartKey Starter
19 Remote Start system, such as the Mercedes E, S, ML, GL, R, and SL classes, embody each
20 limitation of at least claims 1 and 2 of the '380 patent. Mercedes's SmartKey Starter
21 Remote Start and the mbrace Remote Start systems implement the following:

22 [a] system for a vehicle comprising: a vehicle speed sensor configured to
23 detect that the vehicle has stopped; a transmission status detector for detecting
24 a non-drive transmission status of the vehicle; a control device coupled to the
25 vehicle speed sensor and the transmission status detector, wherein the vehicle
26 speed sensor and the transmission status detector send a signal to the control
27 device and the control device operates in a manner dependent on the separate
28 stationary motion status signal from the vehicle speed sensor and the signal
from the transmission status detector; and an idling timer that is activated
when the vehicle is stopped and the vehicle transmission is moved to the non-

1 drive position, wherein the idling timer sends a de-activation signal upon
2 expiration and the engine of the vehicle is turned off.

3 '380 patent, claim 1.

4 74. Additionally, Mercedes vehicles with the mbrace Remote Start system
5 embody each limitation of at least claims 1 and 2 of the '380 patent. Mercedes's mbrace
6 Start System also incorporates the claimed subject matter of the '380 patent.

7 75. Mercedes has infringed and continues to infringe the '380 patent, either
8 literally or under the doctrine of equivalents. Mercedes's infringing activities in the United
9 States and this District include, among other things, making, using, selling, and offering
10 for sale Mercedes vehicles using the SmartKey Starter Remote Start and the mbrace
11 Remote Start systems, such as the E, S, ML, GL, R, and SL class vehicles.

12 76. The infringement chart outlined in **Exhibit 12** sets forth Vision Works's
13 current understanding of Mercedes's SmartKey Starter Remote Start and the mbrace
14 Remote Start systems, which contains only information that Mercedes has made publicly
15 available. The chart does not set forth all of Vision Works's infringement theories. Vision
16 Works reserves the right to amend or supplement its infringement theories upon more
17 information becoming available through formal discovery and this Court completing its
18 claim construction proceedings.

19 77. Mercedes has made no effort to avoid infringement despite knowing that its
20 actions were consciously wrongful and deliberate. Accordingly, Mercedes's infringement
21 has been and continues to be willful, and this case is exceptional.

22 78. Upon information and belief, Mercedes has sold vehicles such as the
23 Mercedes E, S, ML, GL, R, and SL classes containing the SmartKey Starter Remote Start
24 and the mbrace Remote Start systems since their debut in 2016. As an example, the
25 Mercedes E-Class starts at \$54,950; therefore, Mercedes generates significant amounts of
26 money in annual revenue from the sales of such vehicles and those sales expose Mercedes
27 to similarly substantial amounts of money in liability for its infringement of the Asserted
28 Patents.

1 79. Unless enjoined, Mercedes and others acting on behalf of Mercedes will
2 continue their infringing acts, thereby causing irreparable harm to Vision Works, for which
3 there is no adequate remedy at law.

4 80. As a result of Mercedes's infringement of the '380 patent, Vision Works has
5 suffered and will continue to suffer harm and injury, including monetary damages in an
6 amount to be determined at trial, and is entitled to recovery of such as well as its attorneys'
7 fees.

8 **SIXTH CLAIM FOR RELIEF**

9 **(Infringement of the '821 patent)**

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

12 82. Mercedes, by and through its agents, officers, directors, resellers, retailers,
13 employees, and servants, has and is currently infringing the '821 patent by making, using,
14 offering to sell, selling, exporting from, and importing into the United States the Accused
15 Products, which embody claims set forth in the Asserted Patents.

16 83. As shown in **Exhibit 13**, Mercedes vehicles with the Mercedes DRIVE
17 PILOT system embody each limitation of at least claim 12 of the '821 patent. Mercedes's
18 DRIVE PILOT implements "[a] communication method for a moving vehicle comprising:
19 calculating a distance of the vehicle from an object; and recording the event if the vehicle
20 enters a safe-zone threshold with respect to the object, wherein the safe-zone threshold
21 depends on a traveling speed of the vehicle, and further wherein the safe-zone threshold
22 increases as the speed of the vehicle increases once the vehicle reaches a determined
23 speed," as recited in claim 12. For example, the DRIVE PILOT system automatically
24 maintains a safe distance from other vehicles or objects while the vehicle is in drive. The
25 DRIVE PILOT system uses vehicle speed and distance from an object, such as another
26 vehicle in front of the sensing vehicle. If deceleration or braking is detected, the system
27 issues a warning to the driver. Meanwhile, event data, such as crash data and safe distance
28 data, are recorded for later compliance analysis while the DRIVE PILOT is enabled.

1 84. Mercedes has infringed and continues to infringe the '821 patent, either
2 literally or under the doctrine of equivalents. Mercedes's infringing activities in the United
3 States and this District include, among other things, making, using, selling, and offering
4 for sale Mercedes vehicles including the DRIVE PILOT system.

5 85. The infringement chart outlined in **Exhibit 13** sets forth Vision Works's
6 current understanding of Mercedes's DRIVE PILOT system, which contains only
7 information that Mercedes has made publicly available. The chart does not set forth all of
8 Vision Works's infringement theories. Vision Works reserves the right to amend or
9 supplement its infringement theories upon more information becoming available through
10 formal discovery and this Court completing its claim construction proceedings.

11 86. Mercedes has made no effort to avoid infringement despite knowing that its
12 actions were consciously wrongful and deliberate. Accordingly, Mercedes's infringement
13 has been and continues to be willful, and this case is exceptional.

14 87. Upon information and belief, Mercedes has sold vehicles containing the
15 DRIVE PILOT system since it first debuted in 2019. Also included is the Active Lane
16 Assist system, an earlier feature first released in 2008 and now integrated into the DRIVE
17 PILOT system. The Active Lane Assist feature uses a speed-dependent safe distance
18 warning system. Therefore, Mercedes generates significant amounts of annual revenue
19 from the sales of such vehicles and those sales expose Mercedes to similarly substantial
20 amounts of money in liability for its infringement of the Asserted Patents.

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

24 89. As a result of Mercedes's infringement of the '821 patent, Vision Works has
25 suffered and will continue to suffer harm and injury, including monetary damages in an
26 amount to be determined at trial, and is entitled to recovery of such as well as its attorneys'
27 fees.

28 **SEVENTH CLAIM FOR RELIEF**

1 **(Infringement of the '125 patent)**

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

4 91. Mercedes, by and through its agents, officers, directors, resellers, retailers,
5 employees, and servants, has and is currently infringing the '125 patent by making, using,
6 offering to sell, selling, exporting from, and importing into the United States the Accused
7 Products, which embody claims set forth in the Asserted Patents.

8 92. As shown in **Exhibit 14**, Mercedes vehicles with the SmartKey Starter
9 Remote Start system, such as the Mercedes E, S, ML, GL, R, and SL classes, embody each
10 limitation of at least claims 1 and 4 of the '125 patent. Mercedes's SmartKey Starter
11 Remote Start implements the following:

12 [a] method of shutting down an idling engine comprising: detecting that a
13 vehicle has stopped; detecting a non-drive transmission status of the vehicle;
14 based on the stopping of the vehicle and the non-drive transmission status of
15 the vehicle, activating a shutdown timer configured to shutdown the vehicle
16 after a predetermined period of time; upon expiration of the shutdown timer,
confirming that the vehicle is stopped and confirming the non-drive status of
the vehicle; and shutting down the engine.

17 '125 patent, claim 1.

18 93. Additionally, Mercedes vehicles with the mbrace Remote Start system
19 embody each limitation of at least claims 1 and 4 of the '125 patent. Mercedes's mbrace
20 Remote Start also incorporates the claimed subject matter of the '125 patent.

21 94. Mercedes has infringed and continues to infringe the '125 patent, either
22 literally or under the doctrine of equivalents. Mercedes's infringing activities in the United
23 States and this District include, among other things, making, using, selling, and offering
24 for sale Mercedes vehicles using the SmartKey Starter Remote Start and mbrace Remote
25 Start systems, such as the E, S, ML, GL, R, and SL class vehicles.

26 95. The infringement chart outlined in **Exhibit 14** sets forth Vision Works's
27 current understanding of Mercedes's SmartKey Starter Remote Start and mbrace Remote
28 Start systems, which contains only information that Mercedes has made publicly available.

1 The chart does not set forth all of Vision Works’s infringement theories. Vision Works
2 reserves the right to amend or supplement its infringement theories upon more information
3 becoming available through formal discovery and this Court completing its claim
4 construction proceedings.

5 96. Mercedes has made no effort to avoid infringement despite knowing that its
6 actions were consciously wrongful and deliberate. Accordingly, Mercedes’s infringement
7 has been and continues to be willful, and this case is exceptional.

8 97. Upon information and belief, Mercedes has sold vehicles including the
9 Mercedes E, S, ML, GL, R, and SL classes containing the SmartKey Starter Remote Start
10 and mbrace Remote Start systems since their debut in 2016. For example, the Mercedes E-
11 Class starts at \$54,950; therefore, Mercedes generates significant amounts of money in
12 annual revenue from the sales of such vehicles and those sales expose Mercedes to
13 similarly substantial amounts of money in liability for its infringement of the Asserted
14 Patents.

15 98. Unless enjoined, Mercedes and others acting on behalf of Mercedes will
16 continue their infringing acts, thereby causing irreparable harm to Vision Works, for which
17 there is no adequate remedy at law.

18 99. As a result of Mercedes’s infringement of the ’125 patent, Vision Works has
19 suffered and will continue to suffer harm and injury, including monetary damages in an
20 amount to be determined at trial, and is entitled to recovery of such as well as its attorneys’
21 fees.

22 **PRAYER FOR RELIEF**

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

25 (a) An Order adjudging Mercedes to have infringed the Asserted Patents under
26 35 U.S.C. § 271;

27 (b) A permanent injunction under 35 U.S.C. § 283 enjoining Mercedes, its
28 officers, directors, agents, servants, resellers, retailers, employees, attorneys, and those

1 persons acting in concert or participation with them from infringing the Asserted Patents
2 in violation of 35 U.S.C. § 271;

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

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

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

9 (f) An award of pre-judgment and post-judgment interest and costs of this action
10 against Mercedes;

11 (g) For such other and further relief as the Court deems just and proper.
12

13 Date: September 8, 2022

Respectfully submitted,

14 By: /s/Adam Turosky
15 Trevor Q. Coddington
16 Hollie J. Kucera
17 Adam T. Turosky
18 Insigne PC
19 5650 El Camino Real, Suite 130
20 Carlsbad, CA 92008

Attorneys for Plaintiff
VISION WORKS IP CORP.
21
22
23
24
25
26
27
28

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 Date: September 8, 2022

Respectfully submitted,

6
7 By: /s/Adam Turosky
8 Trevor Q. Coddington
9 Hollie J. Kucera
10 Adam T. Turosky
11 Insigne PC
12 5650 El Camino Real, Suite 130
13 Carlsbad, CA 92008

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Attorneys for Plaintiff
VISION WORKS IP CORP.