

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

Civil Action No. TBD

W.E.T. AUTOMOTIVE SYSTEMS LTD.,

Plaintiff,

v.

IGB AUTOMOTIVE LTD.,

Defendant.

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

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Plaintiff W.E.T. Automotive Systems Ltd. (“W.E.T.”) hereby complains of Defendant IGB Automotive Ltd. (“IGB”) and alleges as follows:

JURISDICTION AND VENUE

1. This Complaint is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 100 *et seq.*, and more particularly, 35 U.S.C. §§ 271 and 281. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

2. Upon information and belief, IGB regularly conducts business in the Eastern District of Michigan and elsewhere in the United States, and has committed the acts of direct patent infringement complained of herein in the Eastern District of Michigan and/or contributed to and/or induced the acts of direct patent infringement by others in the Eastern District of Michigan and elsewhere in the United States. This Court therefore has personal jurisdiction over IGB.

3. Venue is proper under 28 U.S.C. §§ 1391(b) and (c), as well as 1400(b), because IGB regularly conducts business in this Judicial District and certain of the acts complained of herein occurred in this Judicial District.

PARTIES

4. Plaintiff W.E.T. is a Canadian corporation having a principal place of business at 3445 Wheelton Drive, Windsor, ON NW8 5A6, Canada.

5. Upon information and belief, Defendant IGB is a Canadian corporation having a principal place of business at 3090 Marentette Avenue, Windsor, ON N8X 4G2, Canada.

ALLEGATIONS FOR ALL CLAIMS OF RELIEF

6. On May 17, 2005, the United States Patent and Trademark Office duly and lawfully issued U.S. Patent No. 6,893,086 (“the ‘086 patent”), titled “Automotive Vehicle Seat Insert.” W.E.T. has an exclusive license to the ‘086 patent and has the sole and exclusive right to enforce it, including the right to recover damages for past infringement.

7. On May 30, 2006, the United States Patent and Trademark Office duly and lawfully issued U.S. Patent No. 7,052,091 (“the ‘091 patent”), titled “Automotive Vehicle Seat Insert.” W.E.T. has an exclusive license to the ‘091 patent and has the sole and exclusive right to enforce it, including the right to recover damages for past infringement.

8. On September 5, 2006, the United States Patent and Trademark Office duly and lawfully issued U.S. Patent No. 7,100,978 (“the ‘978 patent”), titled “Ventilated Seat.” W.E.T. has an exclusive license to the ‘978 patent and has the sole and exclusive right to enforce it, including the right to recover damages for past infringement.

9. On May 13, 2008, the United States Patent and Trademark Office duly and lawfully issued U.S. Patent No. 7,370,911 (“the ‘911 patent”), titled “Automotive Vehicle Seat Insert.” W.E.T. has an exclusive license to the ‘911 patent and has the sole and exclusive right to enforce it, including the right to recover damages for past infringement.

10. On June 15, 2010, the United States Patent and Trademark Office duly and lawfully issued U.S. Patent No. 7,735,932 (“the ‘932 patent”), titled “Automotive Vehicle Seat Insert.” W.E.T. has an exclusive license to the ‘932 patent and has the sole and exclusive right to enforce it, including the right to recover damages for past infringement.

11. On August 17, 2010, the United States Patent and Trademark Office duly and lawfully issued U.S. Patent No. 7,775,602 (“the ‘602 patent”), titled “Automotive Vehicle Seat Insert.” W.E.T. has an exclusive license to the ‘602 patent and has the sole and exclusive right to enforce it, including the right to recover damages for past infringement.

12. On January 29, 2013, the United States Patent and Trademark Office duly and lawfully issued U.S. Patent No. 8,360,517 (“the ‘517 patent”), titled “Automotive Vehicle Seat Insert.” W.E.T. has an exclusive license to the ‘517 patent and has the sole and exclusive right to enforce it, including the right to recover damages for past infringement.

13. IGB, through its agents, employees, and servants, has infringed, actively induced others to infringe, and/or contributed to others’ infringement of one or more claims of the ‘086, ‘091, ‘978, ‘911, ‘932, ‘602, and ‘517 patents (“the Asserted Patents”) under 35 U.S.C. § 271 by,

among other things, manufacturing, using, promoting, offering for sale, selling, and/or importing products or systems for heating or cooling seats, as well as seats or seat assemblies incorporating such products or systems, covered by one or more claims of these patents.

14. Upon information and belief, IGB has manufactured, used, promoted, offered for sale, sold, and imported products or systems used for heating or cooling seats, including a product or system labeled "P1LL Heat Vent." Upon information and belief, IGB has also manufactured, used, promoted, offered for sale, sold, and imported seats or seat assemblies that incorporate such products or systems, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS. These products, systems, seats, and seat assemblies are covered by one or more claims of the Asserted Patents.

15. Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to directly infringe one or more claims of the Asserted Patents. Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to manufacture, use, offer for sale, sell, and import products or systems used for heating or cooling seats, including a product or system labeled "P1LL Heat Vent." Upon information and belief, IGB has also caused, urged, encouraged, and aided others, including its customers, to manufacture, promote, offer for sale, sell, and import seats or seat assemblies that incorporate such products or systems, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS. These products, systems, seats, and seat assemblies are covered by one or more claims of the Asserted Patents. Upon information and belief, IGB had knowledge of the Asserted Patents and specifically intended others, including its customers, to directly infringe these claims.

16. Upon information and belief, IGB has sold components of products or systems used for heating or cooling seats, including a product or system labeled "P1LL Heat Vent." Upon information and belief, IGB has also sold components of seats or seat assemblies that incorporate such products or systems, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS. These products, systems, seats, and seat assemblies are covered by

one or more claims of the Asserted Patents. Upon information and belief, IGB knows that these components are especially made and adapted for use in the infringement of one or more claims of the Asserted Patents. Due at least to their composition, dimensions, and arrangement of elements, these components are not staple articles or commodities of commerce suitable for substantial noninfringing use.

17. IGB has actual knowledge of the Asserted Patents, or is willfully blind to their existence. A letter identifying the '091, '911, and '932 patents was sent on December 10, 2012, to a representative of IGB's parent corporation, I.G. Bauern GmbH. The '086 patent is in the same patent family as the '091 patent. The '602 and '517 patents are in the same patent family as the '932 patent. The December 10 letter also identified U.S. Patent No. 6,840,576, which is in the same patent family as the '978 patent. The December 10 letter also stated that these patents were relevant to the Cadillac XTS seat.

18. W.E.T. has given notice to IGB of its infringement of the Asserted Patents.

FIRST CLAIM FOR RELIEF
(Infringement of U.S. Patent No. 6,893,086)

19. W.E.T. repeats, realleges, and incorporates by reference the allegations set forth in Paragraphs 1-18 of this Complaint.

20. This is a claim for patent infringement and arises under the Patent Laws of the United States, Title 35 of the United States Code.

21. Upon information and belief, IGB has in the past infringed and is currently infringing the '086 patent in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering for sale, selling, and importing seats and seat assemblies, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS, that are covered by one or more claims of the '086 patent, including for example, but without limitation, Claim 13 of the '086 patent.

22. Upon information and belief, IGB has actively induced others to infringe the '086 patent in violation of 35 U.S.C. § 271(b). Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to directly infringe one or more claims of

the '086 patent, and has engaged in these acts with knowledge of the '086 patent. Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to manufacture, use, offer for sale, sell, and import products or systems used for heating or cooling seats, including a product or system labeled "PILL Heat Vent." Upon information and belief, IGB has also caused, urged, encouraged, and aided others, including its customers, to manufacture, promote, offer for sale, sell, and import seats or seat assemblies that incorporate such products or systems, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS. These seats and seat assemblies are covered by one or more claims of the '086 patent, including for example, but without limitation, Claim 13 of the '086 patent. Upon information and belief, IGB specifically intended others, including its customers, to directly infringe these claims.

23. Upon information and belief, IGB has contributorily infringed the '086 patent in violation of 35 U.S.C. § 271(c). Upon information and belief, IGB has sold components of seats or seat assemblies, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS, that are covered by one or more claims of the '086 patent, including for example, but without limitation, Claim 13 of the '086 patent. Upon information and belief, these components include products or systems used for heating or cooling seats, including a product or system labeled "PILL Heat Vent." Upon information and belief, IGB knows that these components are especially made and adapted for use in the infringement of one or more claims of the '086 patent. Due at least to their composition, dimensions, and arrangement of elements, these components, including a product or system labeled "PILL Heat Vent," are not staple articles or commodities of commerce suitable for substantial noninfringing use.

24. W.E.T. has given IGB notice that it infringes the '086 patent. IGB knows or is willfully blind to the existence of the '086 patent. A letter identifying the Cadillac XTS seat and the '091 patent, which is in the same patent family as the '086 patent, was sent on December 10, 2012, to a representative of IGB's parent corporation, I.G. Bauern GmbH.

25. Upon information and belief, IGB's infringement of the '086 patent has been and continues to be deliberate and willful.

26. Upon information and belief, IGB's infringement will continue unless enjoined by this Court.

27. Upon information and belief, IGB has derived, received, and will continue to derive and receive gains, profits, and advantages from the aforesaid acts of infringement in an amount that is not presently known to W.E.T. Due to IGB's infringement of the '086 patent, W.E.T. has been damaged and is entitled to monetary relief in an amount to be determined at trial.

28. Unless IGB is enjoined from infringing the '086 patent, W.E.T. will continue to suffer irreparable injury for which it has no adequate remedy at law.

SECOND CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 7,052,091)

29. W.E.T. repeats, realleges, and incorporates by reference the allegations set forth in Paragraphs 1-28 of this Complaint.

30. This is a claim for patent infringement and arises under the Patent Laws of the United States, Title 35 of the United States Code.

31. Upon information and belief, IGB has in the past infringed and is currently infringing the '091 patent in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering for sale, selling, and importing products or systems for cooling or heating seats, as well as seats or seat assemblies incorporating such products or systems. These products, systems, seats, and seat assemblies, including a product or system labeled "P1LL Heat Vent" and vehicle seats or seat assemblies for a recent model of the Cadillac XTS, are covered by one or more claims of the '091 patent, including for example, but without limitation, Claim 13 of the '091 patent.

32. Upon information and belief, IGB has actively induced others to infringe the '091 patent in violation of 35 U.S.C. § 271(b). Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to directly infringe one or more claims of the '091 patent, and has engaged in these acts with knowledge of the '091 patent. Upon

information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to manufacture, use, offer for sale, sell, and import products or systems used for heating or cooling seats, including a product or system labeled “P1LL Heat Vent.” Upon information and belief, IGB has also caused, urged, encouraged, and aided others, including its customers, to manufacture, promote, offer for sale, sell, and import seats or seat assemblies that incorporate such products or systems, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS. These products, systems, seats, and seat assemblies are covered by one or more claims of the ‘091 patent, including for example, but without limitation, Claim 13 of the ‘091 patent. Upon information and belief, IGB specifically intended others, including its customers, to directly infringe these claims.

33. Upon information and belief, IGB has contributorily infringed the ‘091 patent in violation of 35 U.S.C. § 271(c). Upon information and belief, IGB has sold components of seats or seat assemblies, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS, that are covered by one or more claims of the ‘091 patent, including for example, but without limitation, Claim 13 of the ‘091 patent. Upon information and belief, these components include products or systems used for heating or cooling seats, including a product or system labeled “P1LL Heat Vent.” Upon information and belief, IGB knows that these components are especially made and adapted for use in the infringement of one or more claims of the ‘091 patent. Due at least to their composition, dimensions, and arrangement of elements, these components, including a product or system labeled “P1LL Heat Vent,” are not staple articles or commodities of commerce suitable for substantial noninfringing use.

34. Upon information and belief, IGB has also sold components of products or systems used for heating or cooling seats. Upon information and belief, these products or systems, including a product or system labeled “P1LL Heat Vent,” are covered by one or more claims of the ‘091 patent, including for example, but without limitation, Claim 13 of the ‘091 patent. Upon information and belief, IGB knows that these components are especially made and adapted for use in the infringement of one or more claims of the ‘091 patent. Due at least to their

composition, dimensions, and arrangement of elements, these components are not staple articles or commodities of commerce suitable for substantial noninfringing use.

35. W.E.T. has given IGB notice that it infringes the '091 patent. IGB knows or is willfully blind to the existence of the '091 patent. A letter identifying the Cadillac XTS seat and the '091 patent was sent on December 10, 2012, to a representative of IGB's parent corporation, I.G. Bauerrhin GmbH.

36. Upon information and belief, IGB's infringement of the '091 patent has been and continues to be deliberate and willful.

37. Upon information and belief, IGB's infringement will continue unless enjoined by this Court.

38. Upon information and belief, IGB has derived, received, and will continue to derive and receive gains, profits, and advantages from the aforesaid acts of infringement in an amount that is not presently known to W.E.T. Due to IGB's infringement of the '091 patent, W.E.T. has been damaged and is entitled to monetary relief in an amount to be determined at trial.

39. Unless IGB is enjoined from infringing the '091 patent, W.E.T. will continue to suffer irreparable injury for which it has no adequate remedy at law.

THIRD CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 7,100,978)

40. W.E.T. repeats, realleges, and incorporates by reference the allegations set forth in Paragraphs 1-39 of this Complaint.

41. This is a claim for patent infringement and arises under the Patent Laws of the United States, Title 35 of the United States Code.

42. Upon information and belief, IGB has in the past infringed and is currently infringing the '978 patent in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering for sale, selling, and importing products or systems for cooling or heating seats, as well as seats or seat assemblies incorporating such products or systems. These products, systems, seats, and seat assemblies, including a product or system labeled "PILL Heat Vent" and vehicle seats or seat

assemblies for a recent model of the Cadillac XTS, are covered by one or more claims of the '978 patent, including for example, but without limitation, Claim 1 of the '978 patent.

43. Upon information and belief, IGB has actively induced others to infringe the '978 patent in violation of 35 U.S.C. § 271(b). Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to directly infringe one or more claims of the '978 patent, and has engaged in these acts with knowledge of the '978 patent. Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to manufacture, use, offer for sale, sell, and import products or systems used for heating or cooling seats, including a product or system labeled "PILL Heat Vent." Upon information and belief, IGB has also caused, urged, encouraged, and aided others, including its customers, to manufacture, promote, offer for sale, sell, and import seats or seat assemblies that incorporate such products or systems, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS. These products, systems, seats, and seat assemblies are covered by one or more claims of the '978 patent, including for example, but without limitation, Claim 1 of the '978 patent. Upon information and belief, IGB specifically intended others, including its customers, to directly infringe these claims.

44. Upon information and belief, IGB has contributorily infringed the '978 patent in violation of 35 U.S.C. § 271(c). Upon information and belief, IGB has sold components of seats or seat assemblies, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS, that are covered by one or more claims of the '978 patent, including for example, but without limitation, Claim 1 of the '978 patent. Upon information and belief, these components include products or systems used for heating or cooling seats, including a product or system labeled "PILL Heat Vent." Upon information and belief, IGB knows that these components are especially made and adapted for use in the infringement of one or more claims of the '978 patent. Due at least to their composition, dimensions, and arrangement of elements, these components, including a product or system labeled "PILL Heat Vent," are not staple articles or commodities of commerce suitable for substantial noninfringing use.

45. Upon information and belief, IGB has also sold components of products or systems used for heating or cooling seats. Upon information and belief, these products or systems, including a product or system labeled “PILL Heat Vent,” are covered by one or more claims of the ‘978 patent, including for example, but without limitation, Claim 1 of the ‘978 patent. Upon information and belief, IGB knows that these components are especially made and adapted for use in the infringement of one or more claims of the ‘978 patent. Due at least to their composition, dimensions, and arrangement of elements, these components are not staple articles or commodities of commerce suitable for substantial noninfringing use.

46. W.E.T. has given IGB notice that it infringes the ‘978 patent. IGB knows or is willfully blind to the existence of the ‘978 patent. A letter identifying the Cadillac XTS seat and U.S. Patent No. 6,840,576, which is in the same patent family as the ‘978 patent, was sent on December 10, 2012, to a representative of IGB’s parent corporation, I.G. Bauerrhin GmbH.

47. Upon information and belief, IGB’s infringement of the ‘978 patent has been and continues to be deliberate and willful.

48. Upon information and belief, IGB’s infringement will continue unless enjoined by this Court.

49. Upon information and belief, IGB has derived, received, and will continue to derive and receive gains, profits, and advantages from the aforesaid acts of infringement in an amount that is not presently known to W.E.T. Due to IGB’s infringement of the ‘978 patent, W.E.T. has been damaged and is entitled to monetary relief in an amount to be determined at trial.

50. Unless IGB is enjoined from infringing the ‘978 patent, W.E.T. will continue to suffer irreparable injury for which it has no adequate remedy at law.

FOURTH CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 7,370,911)

51. W.E.T. repeats, realleges, and incorporates by reference the allegations set forth in Paragraphs 1-50 of this Complaint.

52. This is a claim for patent infringement and arises under the Patent Laws of the United States, Title 35 of the United States Code.

53. Upon information and belief, IGB has in the past infringed and is currently infringing the '911 patent in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering for sale, selling, and importing seats and seat assemblies, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS, that are covered by one or more claims of the '911 patent, including for example, but without limitation, Claim 9 of the '911 patent.

54. Upon information and belief, IGB has actively induced others to infringe the '911 patent in violation of 35 U.S.C. § 271(b). Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to directly infringe one or more claims of the '911 patent, and has engaged in these acts with knowledge of the '911 patent. Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to manufacture, use, offer for sale, sell, and import products or systems used for heating or cooling seats, including a product or system labeled "PILL Heat Vent." Upon information and belief, IGB has also caused, urged, encouraged, and aided others, including its customers, to manufacture, promote, offer for sale, sell, and import seats or seat assemblies that incorporate such products or systems, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS. These seats and seat assemblies are covered by one or more claims of the '911 patent, including for example, but without limitation, Claim 9 of the '911 patent. Upon information and belief, IGB specifically intended others, including its customers, to directly infringe these claims.

55. Upon information and belief, IGB has contributorily infringed the '911 patent in violation of 35 U.S.C. § 271(c). Upon information and belief, IGB has sold components of seats or seat assemblies, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS, that are covered by one or more claims of the '911 patent, including for example, but without limitation, Claim 9 of the '911 patent. Upon information and belief, these components include products or systems used for heating or cooling seats, including a product or system

labeled “PILL Heat Vent.” Upon information and belief, IGB knows that these components are especially made and adapted for use in the infringement of one or more claims of the ‘911 patent. Due at least to their composition, dimensions, and arrangement of elements, these components, including a product or system labeled “PILL Heat Vent,” are not staple articles or commodities of commerce suitable for substantial noninfringing use.

56. W.E.T. has given IGB notice that it infringes the ‘911 patent. IGB knows or is willfully blind to the existence of the ‘911 patent. A letter identifying the Cadillac XTS seat and the ‘911 patent was sent on December 10, 2012, to a representative of IGB’s parent corporation, I.G. Bauerrhin GmbH.

57. Upon information and belief, IGB’s infringement of the ‘911 patent has been and continues to be deliberate and willful.

58. Upon information and belief, IGB’s infringement will continue unless enjoined by this Court.

59. Upon information and belief, IGB has derived, received, and will continue to derive and receive gains, profits, and advantages from the aforesaid acts of infringement in an amount that is not presently known to W.E.T. Due to IGB’s infringement of the ‘911 patent, W.E.T. has been damaged and is entitled to monetary relief in an amount to be determined at trial.

60. Unless IGB is enjoined from infringing the ‘911 patent, W.E.T. will continue to suffer irreparable injury for which it has no adequate remedy at law.

FIFTH CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 7,735,932)

61. W.E.T. repeats, realleges, and incorporates by reference the allegations set forth in Paragraphs 1-60 of this Complaint.

62. This is a claim for patent infringement and arises under the Patent Laws of the United States, Title 35 of the United States Code.

63. Upon information and belief, IGB has in the past infringed and is currently infringing the ‘932 patent in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering for

sale, selling, and importing seats and seat assemblies, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS, that are covered by one or more claims of the '932 patent, including for example, but without limitation, Claim 1 of the '932 patent.

64. Upon information and belief, IGB has actively induced others to infringe the '932 patent in violation of 35 U.S.C. § 271(b). Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to directly infringe one or more claims of the '932 patent, and has engaged in these acts with knowledge of the '932 patent. Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to manufacture, use, offer for sale, sell, and import products or systems used for heating or cooling seats, including a product or system labeled "PILL Heat Vent." Upon information and belief, IGB has also caused, urged, encouraged, and aided others, including its customers, to manufacture, promote, offer for sale, sell, and import seats or seat assemblies that incorporate such products or systems, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS. These seats and seat assemblies are covered by one or more claims of the '932 patent, including for example, but without limitation, Claim 1 of the '932 patent. Upon information and belief, IGB specifically intended others, including its customers, to directly infringe these claims.

65. Upon information and belief, IGB has contributorily infringed the '932 patent in violation of 35 U.S.C. § 271(c). Upon information and belief, IGB has sold components of seats or seat assemblies, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS, that are covered by one or more claims of the '932 patent, including for example, but without limitation, Claim 1 of the '932 patent. Upon information and belief, these components include products or systems used for heating or cooling seats, including a product or system labeled "PILL Heat Vent." Upon information and belief, IGB knows that these components are especially made and adapted for use in the infringement of one or more claims of the '932 patent. Due at least to their composition, dimensions, and arrangement of elements, these components,

including a product or system labeled “PILL Heat Vent,” are not staple articles or commodities of commerce suitable for substantial noninfringing use.

66. W.E.T. has given IGB notice that it infringes the ‘932 patent. IGB knows or is willfully blind to the existence of the ‘932 patent. A letter identifying the Cadillac XTS seat and the ‘932 patent was sent on December 10, 2012, to a representative of IGB’s parent corporation, I.G. Bauerrhin GmbH.

67. Upon information and belief, IGB’s infringement of the ‘932 patent has been and continues to be deliberate and willful.

68. Upon information and belief, IGB’s infringement will continue unless enjoined by this Court.

69. Upon information and belief, IGB has derived, received, and will continue to derive and receive gains, profits, and advantages from the aforesaid acts of infringement in an amount that is not presently known to W.E.T. Due to IGB’s infringement of the ‘932 patent, W.E.T. has been damaged and is entitled to monetary relief in an amount to be determined at trial.

70. Unless IGB is enjoined from infringing the ‘932 patent, W.E.T. will continue to suffer irreparable injury for which it has no adequate remedy at law.

SIXTH CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 7,775,602)

71. W.E.T. repeats, realleges, and incorporates by reference the allegations set forth in Paragraphs 1-70 of this Complaint.

72. This is a claim for patent infringement and arises under the Patent Laws of the United States, Title 35 of the United States Code.

73. Upon information and belief, IGB has in the past infringed and is currently infringing the ‘602 patent in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering for sale, selling, and importing seats and seat assemblies, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS, that are covered by one or more claims of the ‘602 patent, including for example, but without limitation, Claim 1 of the ‘602 patent.

74. Upon information and belief, IGB has actively induced others to infringe the '602 patent in violation of 35 U.S.C. § 271(b). Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to directly infringe one or more claims of the '602 patent, and has engaged in these acts with knowledge of the '602 patent. Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to manufacture, use, offer for sale, sell, and import products or systems used for heating or cooling seats, including a product or system labeled "PILL Heat Vent." Upon information and belief, IGB has also caused, urged, encouraged, and aided others, including its customers, to manufacture, promote, offer for sale, sell, and import seats or seat assemblies that incorporate such products or systems, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS. These seats and seat assemblies are covered by one or more claims of the '602 patent, including for example, but without limitation, Claim 1 of the '602 patent. Upon information and belief, IGB specifically intended others, including its customers, to directly infringe these claims.

75. Upon information and belief, IGB has contributorily infringed the '602 patent in violation of 35 U.S.C. § 271(c). Upon information and belief, IGB has sold components of seats or seat assemblies, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS, that are covered by one or more claims of the '602 patent, including for example, but without limitation, Claim 1 of the '602 patent. Upon information and belief, these components include products or systems used for heating or cooling seats, including a product or system labeled "PILL Heat Vent." Upon information and belief, IGB knows that these components are especially made and adapted for use in the infringement of one or more claims of the '602 patent. Due at least to their composition, dimensions, and arrangement of elements, these components, including a product or system labeled "PILL Heat Vent," are not staple articles or commodities of commerce suitable for substantial noninfringing use.

76. W.E.T. has given IGB notice that it infringes the '602 patent. IGB knows or is willfully blind to the existence of the '602 patent. A letter identifying the Cadillac XTS seat and

the '932 patent, which is in the same patent family as the '602 patent, was sent on December 10, 2012, to a representative of IGB's parent corporation, I.G. Bauherin GmbH.

77. Upon information and belief, IGB's infringement of the '602 patent has been and continues to be deliberate and willful.

78. Upon information and belief, IGB's infringement will continue unless enjoined by this Court.

79. Upon information and belief, IGB has derived, received, and will continue to derive and receive gains, profits, and advantages from the aforesaid acts of infringement in an amount that is not presently known to W.E.T. Due to IGB's infringement of the '602 patent, W.E.T. has been damaged and is entitled to monetary relief in an amount to be determined at trial.

80. Unless IGB is enjoined from infringing the '602 patent, W.E.T. will continue to suffer irreparable injury for which it has no adequate remedy at law.

SEVENTH CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 8,360,517)

81. W.E.T. repeats, realleges, and incorporates by reference the allegations set forth in Paragraphs 1-80 of this Complaint.

82. This is a claim for patent infringement and arises under the Patent Laws of the United States, Title 35 of the United States Code.

83. Upon information and belief, IGB has in the past infringed and is currently infringing the '517 patent in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering for sale, selling, and importing products or systems for cooling or heating seats, as well as seats or seat assemblies incorporating such products or systems. These products, systems, seats, and seat assemblies are covered by one or more claims of the '517 patent, including for example, but without limitation, Claim 10 of the '517 patent.

84. Upon information and belief, IGB has actively induced others to infringe the '517 patent in violation of 35 U.S.C. § 271(b). Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to directly infringe one or more claims of

the '517 patent, and has engaged in these acts with knowledge of the '517 patent. Upon information and belief, IGB has caused, urged, encouraged, and aided others, including its customers, to manufacture, use, offer for sale, sell, and import products or systems used for heating or cooling seats, including a product or system labeled "PILL Heat Vent." Upon information and belief, IGB has also caused, urged, encouraged, and aided others, including its customers, to manufacture, promote, offer for sale, sell, and import seats or seat assemblies that incorporate such products or systems, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS. These products, systems, seats, and seat assemblies are covered by one or more claims of the '517 patent, including for example, but without limitation, Claim 10 of the '517 patent. Upon information and belief, IGB specifically intended others, including its customers, to directly infringe these claims.

85. Upon information and belief, IGB has contributorily infringed the '517 patent in violation of 35 U.S.C. § 271(c). Upon information and belief, IGB has sold components of seats or seat assemblies, including vehicle seats or seat assemblies for a recent model of the Cadillac XTS, that are covered by one or more claims of the '517 patent, including for example, but without limitation, Claim 10 of the '517 patent. Upon information and belief, these components include products or systems used for heating or cooling seats, including a product or system labeled "PILL Heat Vent." Upon information and belief, IGB knows that these components are especially made and adapted for use in the infringement of one or more claims of the '517 patent. Due at least to their composition, dimensions, and arrangement of elements, these components, including a product or system labeled "PILL Heat Vent," are not staple articles or commodities of commerce suitable for substantial noninfringing use.

86. Upon information and belief, IGB has also sold components of products or systems used for heating or cooling seats. Upon information and belief, these products or systems, including a product or system labeled "PILL Heat Vent," are covered by one or more claims of the '517 patent, including for example, but without limitation, Claim 10 of the '517 patent. Upon information and belief, IGB knows that these components are especially made and adapted

for use in the infringement of one or more claims of the '517 patent. Due at least to their composition, dimensions, and arrangement of elements, these components are not staple articles or commodities of commerce suitable for substantial noninfringing use.

87. W.E.T. has given IGB notice that it infringes the '517 patent. IGB knows or is willfully blind to the existence of the '517 patent. A letter identifying the Cadillac XTS seat and the '932 patent, which is in the same patent family as the '517 patent, was sent on December 10, 2012, to a representative of IGB's parent corporation, I.G. Bauern GmbH.

88. Upon information and belief, IGB's infringement of the '517 patent has been and continues to be deliberate and willful.

89. Upon information and belief, IGB's infringement will continue unless enjoined by this Court.

90. Upon information and belief, IGB has derived, received, and will continue to derive and receive gains, profits, and advantages from the aforesaid acts of infringement in an amount that is not presently known to W.E.T. Due to IGB's infringement of the '517 patent, W.E.T. has been damaged and is entitled to monetary relief in an amount to be determined at trial.

91. Unless IGB is enjoined from infringing the '517 patent, W.E.T. will continue to suffer irreparable injury for which it has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, W.E.T. prays for the following relief:

A. An Order adjudging IGB to have infringed the '086, '091, '978, '911, '932, '602, and '517 patents;

B. A permanent injunction enjoining IGB, as well as its officers, agents, servants, employees, and attorneys and those persons in active concert or participation with IGB, from infringing the '086, '091, '978, '911, '932, '602, and '517 patents;

C. An accounting of all gains, profits, and advantages derived by IGB's infringement of the '086, '091, '978, '911, '932, '602, and '517 patents, and for damages adequate to compensate W.E.T. for IGB's infringement of the '086, '091, '978, '911, '932, '602, and '517 patents;

- D. An Order adjudging IGB to have willfully infringed one or more of the '086, '091, '978, '911, '932, '602, and '517 patents, and declaring this to be an exceptional case;
- E. An Order trebling damages and/or for exemplary damages because of IGB's intentional and willful infringement;
- F. An award of pre-judgment and post-judgment interest and costs of this action against IGB;
- G. An award to W.E.T. of its attorneys' fees incurred in connection with this action; and
- H. Such other and further relief as the Court may deem just and proper.

Respectfully submitted,

Date: April 4, 2013

/s/Douglas G. Muehlhauser

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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), plaintiff W.E.T. Automotive Systems Ltd. hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

Date: April 4, 2013

/s/Douglas G. Muehlhauser

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