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4 *Attorney for Defendant*
5 *Garmin International, Inc.*

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

8 Philips North America, LLC,)	Case No. 2:19-cv-06301-AB (KSx)
)	
9 Plaintiff,)	DEFENDANT GARMIN
)	INTERNATIONAL, INC.’S
10 v.)	ANSWER, AFFIRMATIVE
)	DEFENSE, AND
)	COUNTERCLAIM
11)	
12)	
13 Garmin International, Inc., Garmin USA,)	
14 and Garmin LTD)	
)	
15 Defendants.)	
16)	

17
18 **DEFENDANT GARMIN INTERNATIONAL, INC.’S ANSWER,**
19 **AFFIRMATIVE DEFENSE, AND COUNTERCLAIM**

20
21 Pursuant to Federal Rule of Civil Procedure (“Rule”) 8(b), Defendant Garmin
22 International, Inc. (“Garmin”) waives service of process by this appearance, answers
23 Plaintiff’s Complaint, Dkt. No. 1, and asserts its affirmative defense and
24 counterclaim. The moniker “Garmin” specifically excludes Defendants Garmin
25 USA, Inc. and Garmin Ltd. Garmin USA and Garmin Ltd. have not been served, do
26 not waive service, contest jurisdiction and venue, and take no part in this Answer.

27 Garmin objects that the great bulk of Philips’ Complaint violates Rules 8(a)

1 and 10(b). Garmin has made a good faith attempt to answer the factual allegations
2 in Philips' Complaint but herein objects that nearly each paragraph is not "limited as
3 far as practicable to a single set of circumstances". Fed.R.Civ.P 10(b).

4
5 **NATURE OF THE ACTION**

6 1. Garmin admits that Plaintiff Philips North America, LLC ("Philips")
7 brings this action. Garmin denies infringement and that an injunction is proper.
8

9 2. Garmin lacks knowledge or information sufficient to form a belief
10 about the truth of the allegations in this paragraph and therefore denies same.
11

12 3. Garmin lacks knowledge or information sufficient to form a belief
13 about the truth of the allegations in this paragraph and therefore denies same.
14

15 4. Garmin lacks knowledge or information sufficient to form a belief
16 about the truth of the allegations in this paragraph and therefore denies same.
17

18 5. Garmin lacks knowledge or information sufficient to form a belief
19 about the truth of the allegations in this paragraph and therefore denies same.
20

21 6. Garmin lacks knowledge or information sufficient to form a belief
22 about the truth of the allegations in this paragraph and therefore denies same.
23

24 7. Garmin lacks knowledge or information sufficient to form a belief
25 about the truth of the allegations in this paragraph and therefore denies same.
26

27 8. Garmin lacks knowledge or information sufficient to form a belief
28 about the truth of the allegations in this paragraph and therefore denies same.

29 9. Garmin admits that it was founded in 1989 as ProNav, Inc. and that it

1 offered devices for navigation, including GPS-based products. Denied as to the
2 other allegations in this paragraph.

3 10. Admit that Philips has tried to persuade Garmin to take a license to
4 some of its patents since 2016. Denied as to the other allegations in this paragraph.

5 **PARTIES**

6 11. Garmin admits that the Patents-in-Suit relate, in the most general sense,
7 and partially divorced from the language of the claims, to GPS/audio athletic
8 training, security mechanisms for transmission of personal data, connected
9 wearable/online products, and [the] handling of interrupted connections. As to the
10 remaining allegations in this paragraph, Garmin lacks knowledge or information
11 sufficient to form a belief about the truth of the allegations in this paragraph and
12 therefore denies same.

13 12. Admitted.

14 13. Garmin USA has not been served, is not subject to the jurisdiction of
15 this Court, and is not responding herein. Garmin answers that, to its knowledge,
16 Garmin USA has no place of business in this District.

17 14. Admit.

18 15. Garmin USA has not been served, is not subject to the jurisdiction of
19 this Court, and is not responding herein. Garmin answers that, to its knowledge,
20 Garmin USA has no place of business in this District.

21 16. Garmin Ltd. has not been served, is not subject to the jurisdiction of
22 this Court, and is not responding herein. Garmin answers that, to its knowledge,
23 admitted as to the place of business except that the address is “Mühlentalstrasse 2”.
24 Denied as to “many leadership decisions”.

25 17. Admitted.

26 18. Garmin admits that it sells the Accused Products, and that some or all
27 of those products are used by athletes, employ GPS, and security measures. As to
28

1 the remainder of the allegations in this paragraph, denied.

2 **JURISDICTION AND VENUE**

3 19. Garmin admits that this is an action under the patent laws. Garmin
4 admits that subject matter jurisdiction is proper in this District with the exception of
5 the '958 Patent. Philips appears to lack standing to assert the '958 Patent and, as
6 such, this Court does not have subject matter jurisdiction to adjudicate infringement
7 of the '958 Patent. Neither Garmin USA nor Garmin Ltd. has made an appearance
8 in this matter and neither of them answers any allegations in Philips' Complaint.

9 20. Garmin admits that personal jurisdiction as to it is proper in this
10 District. Garmin denies that it has committed acts of infringement in this District.
11 Neither Garmin USA nor Garmin Ltd. has made an appearance in this matter and
12 neither of them answers any allegations in Philips' Complaint. Garmin answers and
13 makes clear that this Court does not have jurisdiction over Garmin Ltd. or Garmin
14 USA.

15 21. Garmin denies that any software engineering in Goleta relates to any of
16 the Accused Products.

17 22. Garmin USA has not been served, is not subject to the jurisdiction of
18 this Court, and is not responding herein. Garmin answers that, to its knowledge,
19 denied.

20 23. Garmin denies that any software engineering in Diamond Bar relates to
21 any of the Accused Products.

22 24. Garmin USA has not been served, is not subject to the jurisdiction of
23 this Court, and is not responding herein. Garmin answers that, to its knowledge,
24 denied.

25 25. Garmin Ltd. has not been served, is not subject to the jurisdiction of
26 this Court, and is not responding herein. Garmin answers that, to its knowledge,
27 denied.

28

1 26. Denied.

2 27. Jurisdiction over Garmin is proper in this District. Garmin Ltd. and
3 Garmin USA have not been served, are not subject to the jurisdiction of this Court,
4 and are not responding herein. Garmin answers that, to its knowledge, denied as to
5 both entities.

6 28. Denied.

7 29. Admitted.

8 30. Admitted.

9 31. Garmin Ltd. has not been served, is not subject to the jurisdiction of
10 this Court, and is not responding herein. Garmin answers that, to its knowledge,
11 denied.

12 32. Garmin Ltd. has not been served, is not subject to the jurisdiction of
13 this Court, and is not responding herein. Garmin answers that, to its knowledge,
14 denied.

15 33. Admit that Garmin makes and sells the software in the Accused
16 Products. Admit that Garmin owns some or all of the software once sold to the
17 consumer; the consumer obtains and End User License Agreement. Garmin denies
18 infringement.

19 34. Garmin Ltd. has not been served, is not subject to the jurisdiction of
20 this Court, and is not responding herein. Garmin answers that, to its knowledge,
21 some executives overlap, and some may have some level of awareness. Currently,
22 Garmin lacks knowledge as to each executive's "awareness" and therefore currently
23 denies same.

24 35. Denied except as to Garmin International, Inc.

25 36. Garmin admits that venue is proper over it. Garmin Ltd. and Garmin
26 USA have not been served, are not subject to the jurisdiction of this Court, and are
27 not responding herein. Garmin answers that, to its knowledge, denied.

28

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