

1 LAMKIN IP DEFENSE
Rachael D. Lamkin (246066)
2 One Harbor Drive, Suite 304
Sausalito, CA 94965
3 916.747.6091
RDL@LamkinIPDefense.com

4 *Attorney for Defendant*
5 *Garmin International*

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

Philips North America, LLC,)	Case No. 2:19-cv-06301-AB (KSx)
)	
Plaintiff,)	DEFENDANT GARMIN
)	INTERNATIONAL, INC'S
v.)	ANSWER TO PHILIPS' FAC,
)	AFFIRMATIVE DEFENSE, AND
)	COUNTERCLAIMS
Garmin International, Inc. and Garmin)	
Ltd.)	
)	
Defendants.)	
)	

17
18
19 **DEFENDANT GARMIN INTERNATIONAL, INC'S ANSWER TO PHILIPS'**
20 **FAC, AFFIRMATIVE DEFENSE, AND COUNTERCLAIMS**

21 Pursuant to Federal Rule of Civil Procedure ("Rule") 8(b), Defendant Garmin
22 International, Inc. ("Garmin International") answers Plaintiff's ("Philips") First
23 Amended Complaint ("FAC"), Dkt. No. 45.

24 Garmin International objects that the great bulk of Philips' FAC violates Rules
25 8(a) and 10(b). Garmin International has made a good faith attempt to answer the
26 factual allegations in Philips' FAC but herein objects that a great number of
27 paragraphs are not "limited as far as practicable to a single set of circumstances".
28

1 Fed.R.Civ.P 10(b).

2 **NATURE OF THE ACTION**

3 1. Garmin International admits that Plaintiff Philips North America, LLC
4 (“Philips”) brings this action. Garmin International denies the remainder of the
5 allegations in this paragraph.
6

7 2. Garmin International admits that Philips is a subsidiary of Koninklijke
8 Philips N.V. Gamin International lacks knowledge or information sufficient to form
9 a belief about the truth of the remaining allegations in this paragraph and therefore
10 denies same.
11

12 3. Garmin International lacks knowledge or information sufficient to form
13 a belief about the truth of the allegations in this paragraph and therefore denies
14 same.
15

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

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

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

1 7. Garmin International lacks knowledge or information sufficient to form
2 a belief about the truth of the allegations in this paragraph and therefore denies
3 same.

4
5 8. Garmin International lacks knowledge or information sufficient to form
6 a belief about the truth of the allegations in this paragraph and therefore denies
7 same.

8 9. Garmin International admits that a predecessor Garmin entity was
9 founded in 1989 as ProNav, Inc. and that it offered devices for navigation, including
10 GPS-based products. Garmin International denies the remaining allegations in this
11 paragraph.

12 10. Admit that Philips has tried to persuade Garmin International to take a
13 license to some of its patents since 2016. Denied as to the remaining allegations in
14 this paragraph.

15 **PARTIES**

16 11. Garmin International admits that the Patents-in-Suit relate, in the most
17 general sense, to GPS/audio athletic training, security mechanisms for transmission
18 of personal data, connected wearable/online products, and [the] handling of
19 interrupted connections, and that Philips is a Delaware LLC. Garmin International
20 denies that the Patents-in-Suit contain “innovations”. As to the remaining
21 allegations in this paragraph, Garmin International lacks knowledge or information
22 sufficient to form a belief about the truth of the allegations in this paragraph and
23 therefore denies same.

24 12. Admitted.

25 13. Admitted.

26 14. Admitted except as to “infringements,” which is denied.

27 15. Admitted.
28

1 16. Garmin International admits that it sells connected devices for athletic
2 training that employs GPS. Garmin International admits that it has not taken a
3 license to the Patents-in-Suit. As to the remainder of the allegations in this
4 paragraph, denied.

5 **JURISDICTION AND VENUE**

6 17. Garmin International admits that this is an action under the patent laws.
7 Garmin International admits that subject matter jurisdiction is proper in this District.
8 Garmin International denies the remaining allegations in this paragraph.

9 18. Garmin International admits that jurisdiction is proper. As to the
10 remaining allegations, denied.¹

11 19. Admit that Garmin International maintains an engineering facility at
12 said address. Remaining facts are denied.

13 20. Admit that Garmin International maintains an engineering facility at
14 said address. Remaining facts are denied.

15 21. Denied.

16 22. Denied.

17 23. Admit that jurisdiction over Garmin International is proper. The
18 remaining allegations are denied.

19 24. Denied.

20 25. Admit that Garmin International ships products into California. As to
21 the remainder of the allegations, denied.

22 26. Admitted.

23 27. Denied.

24 28. Denied.

25 29. Denied.

26
27 ¹ Philips uses “Garmin” without designating the entity addressed. Throughout, Garmin
28 International will answer only as to itself, and as if “Garmin” means Garmin International.

1 30. Admitted.

2 31. Denied.

3 32. Denied.

4 33. Admit that Garmin International has a engineering facilities in this
5 District.

6 34. Admitted.

7 35. Denied.

8 36. Denied.

9 **FACTUAL BACKGROUND**

10 **Philips Background and Innovation Leadership**

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

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

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

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

23 **Garmin [International] Background and Infringement**

24 41. Admit that Garmin International develops and sells devices that
25 measure personal fitness data such as steps walked, heart rate, and duration of sleep.
26 As to the remainder of the allegations, denied.

27 42. Admit that Garmin International develops and sells applications that
28

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