



**COMPLAINT FOR PATENT INFRINGEMENT JURY TRIAL DEMANDED**

1. Plaintiff Carl M. Burnett (referred to herein as “Carl M. Burnett” or “Plaintiff”) files this Complaint for Patent Infringement against Panasonic Corporation, Panasonic Corporation of North America, and Panasonic Intellectual Property Corporation of America (collectively referred to herein as “Panasonic”, “Defendant” or “Defendants”) and alleges as follows:

**NATURE OF THIS ACTION**

2. This is a patent infringement action brought by the Plaintiff against Defendant based on their continued willful infringement of U.S. Patent No. 7,107,286 entitled “Integrated information processing system for geospatial media”(referred to herein as the “’286 Patent”).
3. A true and correct copy of the ‘286 Patent is attached as **Exhibit A**.

**PARTIES**

4. Plaintiff is an information technologist, professor, and the sole inventor of geospatial technologies patented in the U.S. Patent No.6,681,231 (the “231 Patent”) and the ‘286 Patent. Plaintiff is domiciled in Silver Spring, Maryland.
5. On information and belief, Defendants are Panasonic Corporation, Panasonic Corporation of North America, and Panasonic Intellectual Property Corporation of America.
6. On information and belief, Defendant is a leading designer and manufacturer of electronic products for consumer, business and industrial purposes, including, but not limited to, cameras and camcorders.
7. On information and belief, Panasonic Corporation is a corporation organized under the laws of Japan having its principle place of business located at 1006, Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan.
8. On information and belief, Panasonic Corporation of North America is a Delaware

corporation having its principle place of business located at One Panasonic Way, Secausus, New Jersey 07094.

9. On information and belief, Panasonic Intellectual Property Corporation of America is a Delaware corporation having its principle place of business located at 20000 Mariner Avenue, Suite 200, Torrance, CA 90503.

### **JURISDICTION AND VENUE**

10. This is an action for patent infringement arising under the United States patent statutes, 35 U.S.C. § 101, *et seq.*
11. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1332, and 1338(a).
12. On information and belief, this Court has personal jurisdiction over Defendant. Defendant conducts continuous and systematic business in the District of Maryland (“District”), and this patent-infringement case arises in part directly from Defendant’s continuous and systematic activity in this District. This Court’s exercise of jurisdiction over Defendant is consistent with the Maryland long-arm statute as well as traditional notions of fair play and substantial justice.
13. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and 1400(b).

### **FACTUAL BACKGROUND**

14. Plaintiff is a Retired Chief Warrant Officer of the United States Army. Plaintiff was assigned to the Army Corps of Engineers in 1973 until his retirement in 1994. Upon retirement, he incorporated and was elected Chief Executive Officer (“CEO”) of Prime Radiant Productions, Inc. (“PRPI”).
15. On August 9, 1996 PRPI merged with The Real Estate Cable Network, Inc. (“TREC�”) where Plaintiff assumed the position of CEO.



16. On December 18, 1998 TRECEN applied to the University of Maryland's Technology Advancement Program ("TAP"). The TAP program is a university incubator enabling companies to develop advanced technology using university resources. On April 5, 1999 TRECEN was accepted into the TAP program for a two (2) year period.
17. On July 26, 1999 the Plaintiff, as the sole inventor, submitted U.S. Provisional Patent Application Ser. No. 60/145,694, filed Jul. 26, 1999 to the US Patent and Trademark Office ("USPTO").
18. On July 26, 2000 the Plaintiff submitted U.S. Patent Application No. 09/626801 to the USPTO and assigned the non-provisional patent application to TRECEN.
19. On January 21, 2002 TRECEN graduated from the University of Maryland's TAP program.
20. On September 7, 2003 the USPTO notified TRECEN of the approval U.S. Patent No. 6,681,231.  
  
A true and correct copy of the '231 Patent is attached as **Exhibit B**.
21. On October 24, 2003 the Plaintiff filed a continuation patent application, U.S. Patent Application No. 11/494630 for the '231 Patent with the USPTO for the purpose of updating the patent.
22. On April 6, 2005 TRECEN was merged into GeoQwest International, Inc. (GQI) for the purpose of rebranding the company.
23. On September 12, 2006 USPTO approved U.S. Patent No. 7,107,286. A true and correct copy of the '286 Patent is attached as **Exhibit A**.
24. On March 1, 2007 GQI was notified by the USPTO that Qwest Communication, Inc. objected to the trademark application for GQI.
25. On May 1, 2007, based on the Qwest Communication, Inc. trademark objection, GQI was merged into Global Findability, Inc. (GFI).

26. On January 2, 2012 GFI was merged into BWGM, Inc. (BWGM).
27. On January 12, 2012 BWGM incorporated Geocode, Inc. as a wholly owned subsidiary.  
BWGM assigned the '231 Patent and the '286 Patent to Geocode, Inc., effective May 25, 2012.
28. On July 23, 2013 BWGM, Inc. incorporated Geocode-LA, Inc. (GLA) and assigned the '231 Patent and the '286 Patent to GLA, effective July 28, 2013.
29. For the entire period of time from May 10, 1994 to present, without interruption, Plaintiff has remained the President and CEO of all entities that have been assigned the '231 Patent and the '286 Patent as well as the sole inventor of the '231 Patent and '238 Patent.
30. On February 2, 2016 GLA assigned the '231 Patent and '286 Patent to Plaintiff Carl M. Burnett as the inventor.

### **Patents In Suit**

#### **"Geocode Patent Portfolio"**

31. The '231 Patent is a system patent for the "Integrated information processing system for geospatial media". On October 24, 2003, the '286 Patent was filed as a continuation patent application to make individual geospatial media technology invented in the '231 Patent independent patent claims, following the notification of approval of the '231 Patent on September 7, 2003.
32. The '286 Patent contains five (5) independent claims and twelve (12) dependent claims. The '286 Patent was created following the events of September 11, 2001. The individual geospatial media technologies invented and patented in the '231 Patent was determined to provide significant operational capabilities needed to prosecute the Global War on Terrorism. The '286 Patent enabled licensing individual technologies.

33. Since the publication of the '231 Patent, it has been referenced by sixty-three (63) patent applications including Harris Corporation, Micorsoft, Navteq North America, LLC, AT&T Intellectual Property LLP, Sony Ericsson Mobile Communications Ab, Yahoo! Inc., and numerous other companies.
34. Since the publication of the '286 Patent, it has been referenced by seventeen (17) patent applications including Microsoft Corporation, Celeritas Works, LLC and numerous other companies.

**Standards Development Organization (SDO) Participation and**  
**Patent Licensing Declarations to SDO's**

35. On March 22, 2004 members of TRECEN briefed the U.S. Counterintelligence Field Activity ("CIFA"), a Department of Defense field activity, in Arlington, Virginia to demonstrate geospatial media technologies invented and patented. CIFA requested that TRECEN contact the U.S. National Geospatial Intelligence Agency ("NGA") to have the patented geospatial media technologies "fast-track" for industry standardization to enable government agencies to license and benefit from the geospatial technologies invented.
36. On January 15, 2005 TRECEN submitted an unsolicited proposal to NGA to license the patented geospatial technologies.
37. On August 30, 2005 GQI was notified by NGA that the proposal was being reviewed by the InnoVision and Acquisition Directorates.
38. On December 21, 2005 GQI was contacted by NGA. NGA requested that GQI submit a proposal to the National Center for Geospatial Intelligence Standards ("NCGIS") to evaluate GQI's technologies for American National Standards Institute ("ANSI") and International Standards Organization ("ISO") adoption.



39. On January 4, 2006 GQI submitted an unsolicited proposal to NCGIS requesting a review of GQI's patented geospatial technologies.
40. On January 6, 2006 NCGIS requested that GQI submit to the International Committee for Information Technology Standards ("INCITS"), a "fast-track" standardization proposal to have GQI's patented geospatial technologies incorporated into ANSI and ISO geographic data standards. INCITS acts the accredited U.S. Technical Advisor Group ("TAG") for ANSI representation on the ISO in specific technical areas. INCITS's L1, Geographic Information Systems ("GIS") technical committee is the accredited TAG for ANSI to the ISO for geospatial technologies.
41. On March 21, 2006. GQI submitted a "fast-track" standardization proposal to INCITS Executive Committee.
42. On June 16, 2006 the INCITS Executive Committee disapproved GQI's standardization proposal as a "fast-track" proposal. The committee recommended the proposal be submitted as a "normal-track" proposal so technical committee members could address the inclusion of additional data in the geospatial data format.
43. On August 15, 2006 GQI resubmitted the standardization proposal as a "normal-track" proposal to the INCITS Executive Committee.
44. On February 7, 2007 GQI submitted to the technical committee a standardization proposal for the patented geospatial data format to be included in the ANSI/ISO 6709 – Standard Representation of Geographic Point Locations by Coordinates standard ("6709 Standard"). GQI also submitted a patent declaration to license the patented technologies under ISO fair, reasonable, and nondiscriminatory ("FRAND") licensing provisions if the patented technologies were to be adopted as an international standard.

45. On May 1, 2007 the technical committee accepted the GQI standardization proposal for development as a ANSI/ISO standard under the 6709 Standard.
46. On September 7, 2007 the technical committee disapproved the Global Findability, Inc. (GFI) standardization proposal.
47. On January 15, 2008 GFI resubmitted the standardization proposal with an ISO royalty-free FRAND declaration with the condition that the standardization proposal would be approved as an ANSI/ISO standard.
48. On March 3, 2008 INCITS L1 GIS technical committee disapproved GFI's resubmitted proposal.
49. On January 9, 2010 GFI discovered an intellectual property statement in the Society of Motion Picture and Television Engineers ("SMPTE") Recommended Practice: SMPTE RP 204-2009: Application of Unique Material Identifiers in Production and Broadcast Environments. The intellectual property statement states:

"At the time of publication no notice had been received by SMPTE claiming patent rights essential to the implementation of this Standard. However, attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights. SMPTE shall not be held responsible for identifying any or all such patent rights" (**Exhibit C**).

50. On July 16, 2010 GFI filed a voluntary patent licensing declaration agreeing to license GFI's patented technology in the '286 Patent under reasonable and nondiscriminatory ("RAND") provisions for technology implemented in SMPTE 330M:2004 Unique Material Identifier



UMID is a unique identifier for picture, audio, and data material which is locally created but globally unique. It differs from many unique identifiers in that the number does not depend wholly upon a registration process, but can be generated automatically at the point of creation without reference to a central database. The UMID consists of an ordered set of components each providing a key aspect to the identification of material, be it picture, audio, or data. The UMID may exist in one of two forms:

- A basic UMID which contains the minimum components necessary for the unique identification of a material clip; and
- An extended UMID which attaches metadata to the basic UMID to define a unique signature for each content unit within a clip.

The 330M Standard specifies the formats of each component in both the basic UMID and the extended UMID. All the signature metadata in the extended UMID can be automatically generated for each content unit using a timer, a global position calculator, and stored ownership data. However, where automatic generation is not possible, it can be edited as write once. Thus, once signature metadata is written, it shall not be changed and shall always remain attached to a content unit. The signature metadata includes date/time, spatial-co-ordinates, country code, organization code, and user code. (**Exhibit E**)

58. On September 22, 2004 SMPTE approved SMPTE 337M-2004 – Material Exchange Format – File Format Specification standard (“337M Standard”). The 337M Standard defines the data structure of the MXF for the interchange of audiovisual material. It defines the data structure for network transport and may be used on storage media. The 337M Standard does not define internal storage formats for MXF compliant devices. The 337M Standard defines all the components of the MXF file specification including all those in the file header, file body and

(“UMID”) Standard (**Exhibit D**).

51. On September 1, 2010 SMPTE began the five (5) year update of the SMPTE UMID Standard.
52. On August 23, 2011 the SMPTE UMID committee voted on the revised UMID standards document and included a patent licensing statement. On September 1, 2011 SMPTE published SMPTE ST 330M:2011 Unique Material Identifier (UMID) Standard with a patent licensing statement (**Exhibit E**).
53. November 5, 2013 GLA submitted an updated patent licensing declaration to cover SMPTE UMID, Material Exchange Format (“MXF”), Metadata, D-Cinema, and Uniform Resource Names standards (**Exhibit F**).
54. On March 18, 2014 GLA submitted a voluntary patent licensing declaration to the Internet Engineering Task Force (“IETF”) for the Dynamic Host Control Protocol Option for Coordinate Location Configuration Information Protocol standard (“DHCP Coordinate LCI Standard”) (**Exhibit G**).
55. On March 19, 2014 the IETF published a revised DHCP Coordinate LCI Standard document including a patent licensing statement.
56. On January 24, 2017 the Plaintiff notified SMPTE and the IETF that patents in the Geocode Patent Portfolio are no longer asserted as Standard Essential Patent (SEP) for the SMPTE UMID and MXF standards, and the DHCP Coordinate LCI Standard. As a result, patents in the Geocode Patent Portfolio would no longer be offered under RAND or FRAND licensing provisions (**Exhibits H & I**).

#### **SMPTE UMID and MXF Standards**

57. On January 31, 2000 SMPTE approved SMPTE 330M-2000 - Unique Material Identifier standard (“330M Standard”). The 330M Standard specifies the format of the UMID. The

file footer. It defines the application of partitions in the file that provide valuable features such as the ability for an MXF file to serve many application requirements and recovery of partially received files. The 337M Standard also defines key features of the file structure including the partition packs, the structural metadata, the primer pack, the random index pack and index tables. The 337M Standard does not define either the essence container or the descriptive metadata. Instead, it defines the requirements for these components to be added as a plug-in to an MXF file. As part of the specification the Package ID for the MXF metadata container is the UMID metadata identifier.

### **Media Industry Implementation of SMPTE Standards**

59. On information and belief, camera and media production equipment that incorporate SMPTE standards are manufactured and sold by manufacturing resellers, including Panasonic. Manufacturing resellers sell products and services to value-added resellers who use purchased or leased products and services to manufacture or create media products for consumption by the public.
60. On information and belief, value-added resellers include movie companies like Paramount and Disney, television companies like National Geographic and Discovery Communication, and television production companies like ABC Television. These companies are commercial-end users that use media products that are compliant with SMPTE standards worldwide to create media products for consumers.
61. On information and belief, manufacturer resellers, including Panasonic, use media equipment they sell, and that conform to SMPTE standards, for demonstration, marketing, and training purposes. Value-added resellers, as commercial end-users, use media equipment that conforms to SMPTE standards to create media. Direct patent infringement of the '286 Patent can occur



by anyone in the value chain who operates cameras or camcorders that contain the SMPTE 330M Standard for generating and recording geospatial metadata.

62. On information and belief, manufacturer resellers, including Panasonic, include SMPTE standards in their hardware and software, to ensure media products produced in the value chain are industry standard compliant. The inclusion of SMPTE standards in equipment manufactured by manufacturing resellers demonstrates indirect infringement by inducing and providing a means for contributory infringement through the compliance of industry standards.
63. Plaintiff, and any affiliated entities, have never been involved in the development of the 330M Standard or the 337M Standard. Plaintiff is therefore under no obligation to license patents in the Geocode Patent Portfolio under FRAND or RAND licensing provisions. As of January 22, 2017 Panasonic has not executed a FRAND or RAND licensed agreement for the patents in the Geocode Patent Portfolio.
64. On January 24, 2017 Plaintiff, as the newly assigned owner of the patents in the Geocode Patent Portfolio, including the '286 Patent, submitted patent licensing declarations to SMPTE and the IETF that declares patents in the Geocode Patent Portfolio, including the '286 Patent, are not essential and will not be licensed under FRAND or RAND licensing provisions.

**Patent Notification to SMPTE Industry Resellers**

65. On August 1, 2012, Geocode, Inc. contracted with IPOfferings, LLC as Geocode, Inc.'s patent licensing agent. On August 30, 2012 IPOfferings, LLC notified sixty-nine (69) U.S. and international manufacturing resellers of the SMPTE UMID RAND patent licensing agreement.
66. On May 28, 2014 Geocode-LA, Inc. provided a second notification packet to fourteen (14) U.S. and international manufacturing resellers and the first notification packet to eighty-seven (87) commercial value added resellers of the SMPTE UMID RAND patent licensing

agreement.

**Panasonic Licensing Negotiations**

67. On September 6, 2012 and October 31, 2012 Panasonic responded to IPOfferings, LLC notification packet.
68. On March 12, 2013 Geocode, Inc. had a teleconference with Takashi Hashimoto, Senior Counsel, of Panasonic Intellectual Property Corporation of America.
69. On March 21, 2013 Geocode, Inc. provided Panasonic patent claim charts for the '286 Patent. Claim 9 the covers the 330M Standard and a SMPTE Reseller RAND licensing agreement.
70. On July 18, 2013, Panasonic Licensing sent Geocode, Inc. a licensing Memorandum of Understanding ("MOU") drafted by Panasonic. The MOU specified the royalty rate for the license of patent claims essential for use of the 330M Standard. The agreement also specified that all other technologies in the Geocode Patent Portfolio would be licensed under a separate agreement. The MOU was fully executed on August 8, 2013 (**Exhibit J**).
71. On October 14, 2013 GLA sent Panasonic a proposed licensing agreement. The licensing agreement included separate licensing provisions for manufacture resellers; commercial value added resellers; and personal end-users. (**Exhibit K**).
72. On December 5, 2013 Panasonic sent GLA a revised proposed licensing agreement. In the agreement, Panasonic included a maximum yearly licensing rate of \$1.2 M for equipment that includes the 330M Standard (**Exhibit L**). Panasonic requested a perpetual licensing agreement for the entire Geocode Patent Portfolio for the remaining patent term (**Exhibit M**).
73. On December 12, 2013 GLA sent Panasonic a revised proposed licensing agreement, which included a patent portfolio licensing agreement. The agreement was for all of the patents in the Geocode Patent Portfolio. The licensing rate was calculated based on the \$1.2 M per year

licensing rate suggested by Panasonic in their proposed December 5, 2013 licensing agreement. The proposal provided for a paid-up license for the remaining patent term (**Exhibit N**).

74. On December 26, 2013 Panasonic rejected GLA's August 12, 2013 proposed licensing agreement.
75. On January 4, 2014 GLA provided the previously proposed licensing agreement, dated October 14, 2013 to Panasonic.
76. On January 22, 2014 Panasonic responded to GLA requesting a licensing agreement based on the MOU.
77. On January 30, 2014 Panasonic began selling a new 4K VariCam 35 Digital Video Camcorder. On information and belief, the camcorder includes features that infringes Claim 1 of the '286 Patent, in addition to the SMPTE UMID covered patent Claim 9.
78. On May 27, 2014, GLA provided a revised proposed licensing agreement to Panasonic, which harmonized the patent licensing provisions for 330M Standard and the 337M Standard. The revised licensing agreement retained the agreed upon licensing rate declared in the MOU.
79. On July 2, 2014 Panasonic responded to GLA's revised proposed licensing agreement, dated May 27, 2014, declining the licensing provisions.
80. On June 15, 2014 GLA retained legal representation to resurrect licensing negotiations with Panasonic. The negotiation was unsuccessful. Accordingly, GLA sought alternative legal representation.
81. On February 9, 2015 GLA retained new legal representation to resurrect licensing negotiations with Panasonic.
82. On May 13, 2015 GLA met with Takashi Hashimoto, Senior Counsel, Panasonic Intellectual



Property Corporation of America in Los Angeles, California. Panasonic Corporation of Japan also attended via teleconference for the purpose of negotiating a licensing agreement.

83. On May 18, 2015 GLA held a second teleconference with Panasonic to continue licensing negotiations. GLA and Panasonic were unable to reach agreement.

**Panasonic Line of Geospatial Media Video Cameras and Camcorders**

84. On information and belief, Panasonic manufactures and sells consumer and professional video cameras and camcorders. Thirty-one (31) models sold by Panasonic incorporate geospatial data management features. Twenty-seven (27) models report conforming to 330M Standard and/or 337M Standard. Nine (9) models of the thirty-one (31) models incorporate the use of a Global Positioning System (GPS) receiver to acquire geospatial metadata. The table below lists the relevant models and their features.

<b>Model</b>	<b>SMPTE MXF Use</b>	<b>SMPTE UMID Use</b>	<b>GPS Capable</b>
AJ-HPX3700	Yes	Yes	Yes
AJ-HPX3100GJ	Yes	Yes	Yes
AJ-HPX2700	Yes	Yes	Yes
AJ-HDX900	Yes	Yes	Yes
AJ-HPX3100GJ	Yes	Yes	Yes
AJ-HPX2700	Yes	Yes	Yes
AJ-PX5000G	Yes	Yes	Yes
AJ-PX270PJ	Yes	Yes	Yes
VariCam-35	Yes	Yes	Yes
AU-V35C1	Yes	Yes	Yes
VariCam-HS	Yes	Yes	Yes
AU-V23HS1	Yes	Yes	Yes
AJ-SDC615	Yes	Yes	Yes
AJ-HPX2000	Yes	Yes	
AG-HPX600PJF	Yes	Yes	
AG-HPX600PJB	Yes	Yes	
AG-HPX600PJ	Yes	Yes	
AG-HPX500	Yes	Yes	
AG-HPX370	Yes	Yes	
AG-HPX170PJ	Yes	Yes	
AG-3DP1	Yes	Yes	

<b>Model</b>	<b>SMPTE MXF Use</b>	<b>SMPTE UMID Use</b>	<b>GPS Capable</b>
AG-HPX250PJ	Yes	Yes	
AG-HPX370	Yes	Yes	
AG-HPX600PJ	Yes	Yes	
AG-HPX600PJB	Yes	Yes	
AG-HPX600PJF	Yes	Yes	
AJ-PX800	Yes	Yes	
AJ-PX5000G	Yes	Yes	
DMC-ZS10			Yes
DMC-ZS20(TZ30)			Yes
DMC-TS3			Yes
DMC-TS4			Yes
DMC-TS5			Yes

85. On information and belief, Panasonic sells or has sold twenty-seven (27) models of cameras and camcorders that incorporate the 330M Standard and/or the 337M Standard. These models were agreed upon and covered in the fully executed MOU between Panasonic and GLA.
86. On information and belief, Panasonic sells or has sold six (6) different models of cameras and/or camcorders that incorporate a GPS receiver and the 330M Standard and/or 337M Standard. These cameras and camcorders have additional geospatial technologies covered under patent claims in the “286 Patent that are not covered under SMPTE standards. These models were agreed to be licensed separately and were not covered in the MOU.
87. On information and belief, Panasonic sells or has sold five (5) models of cameras and/or camcorders that incorporate a GPS receiver. These cameras and/or camcorders do not incorporate the 330M Standard and/or the 337M Standard. These cameras and camcorders have additional geospatial technologies covered under patent claims in the “286 Patent that are not covered under SMPTE standards. These models were agreed to be licensed separately and were not covered in the MOU.
88. In view of the foregoing facts, and on information and belief, Panasonic has shown through its

conduct to be an unwilling licensee to the '231 Patent and the '286 Patent. Panasonic's unwillingness, even after agreeing to RAND licensing terms in the MOU, and selling a new Geospatial Media Recorder in 2014 after notification, clearly demonstrates Panasonic's patent infringement the '286 Patent.

89. On information and belief, the above timeline of events, to include a fully executed and agreed upon MOU, demonstrates Panasonic's willful disregard for patent rights and demonstrates willful patent infringement of the '286 Patent by continuing to use the Plaintiff's intellectual property without a license. The Plaintiff therefore, has no choice but to file an action with this Court to enforce his patent rights.

### **COUNT ONE**

#### **DIRECT INFRINGEMENT OF U.S. PATENT NO. 7,107,286**

90. The Plaintiff alleges and incorporates by reference the allegations set forth in paragraphs 1 to 89 above, as if fully set forth herein.
91. The USPTO duly and properly issued the '286 Patent on September 12, 2006. The '286 Patent was duly assigned to the Plaintiff on February 2, 2016, who is the assignee of all rights, title, and interest in and to the '286 Patent and possesses the exclusive right of recovery for past, present, and future infringement. Each and every claim of the '286 Patent is valid and enforceable.
92. In violation of 35 U.S.C. § 271, Panasonic has infringed on at least Claim 1 and Claim 9 of the '286 Patent by, among other things, making, using, offering for sale, selling, and/or importing into the United States unlicensed products that infringe at least Claim 1 and Claim 9 of the '286 Patent. Such unlicensed products, include, by way of example and without limitation, Panasonic's 4K VariCam 35 Camcorder which includes the capability to record geospatial data



from a GPS receiver and convert the geospatial data into geospatial metadata in SMPTE UMID format.

93. For example, Panasonic has directly infringed at least Claim 1 and Claim 9 of the '286 Patent by manufacturing the 4K VariCam 35 camcorder model that; i) records geospatial data from an internal GPS receiver that is factory set to ON, and this capability makes the camcorder a "geospatial media recorder", and, ii) converts the geospatial data received from the GPS receiver into clip geospatial metadata, which factory set to ON, and, iii) formats the clip geospatial metadata into 330M Standard, and uses the camcorder for testing, demonstrations, marketing, and training purposes. Accordingly, Panasonic directly infringes at least Claim 1 and Claim 9 of the '286 Patent.
94. A copy of the claim chart for Panasonic's 4K VariCam 35 camcorder model is at **Exhibit O** and the claim chart for the 330M Standard is at **Exhibit P**

### **COUNT TWO**

#### **INDUCED INFRINGEMENT OF U.S. PATENT NO. 7,107,286**

95. The Plaintiff alleges and incorporates by reference the allegations set forth in paragraphs 1 to 89 above, as if fully set forth herein.
96. On information and belief, Panasonic takes actively induces the infringement of at least Claim 1 and Claim 9 of the '286 Patent by others, including media value added resellers, commercial end-users, and consumer end-users, and Panasonic takes such active steps knowing that those steps will induce, encourage and facilitate direct infringement by others. Such active steps include, but are not limited to, encouraging, advertising (including by internet websites, television, store displays, print advertisements, etc.), promoting, and instructing others to use and/or how to use the GPS location recording capabilities and the conversion of geospatial

data from GPS receivers into metadata in compliance with the 330M Standard. Additionally, by example and without limitation, Panasonic actively induces authorized leasing agents and affiliated sales organizations, including by instructing, promoting, encouraging, providing or selling promotional materials, and training for use in facilitating sales of its camera and camcorder products, that comply with the 330M Standard

97. On information and belief, Panasonic knows and was informed by the Plaintiff on May 13, 2015 that said geospatial media recorder products manufactured by Panasonic, that are not covered by 330M Standard, and do include capabilities covered by at least Claim 1 of the '286 Patent that perform geospatial media reference functions require a separate licensing agreement to incorporate those claimed patent functions in products that are sold or leased by Panasonic and their authorized resellers or leasing agents.
98. By way of at least the negotiations cited in Paragraphs 67-83 of this complaint and incorporated here by reference, Panasonic has knowledge of the '268 Patent and performs acts that it knows, or should know, induce, and/or contribute to the direct infringement of at least Claim 1 and Claim 9 of the '286 Patent by third parties.
99. Panasonic undertook and continues to willfully infringe on the '286 Patent despite an objectively high likelihood that their activities infringe the '286 Patent, which has been duly issued by the USPTO, and is presumed valid. For example, Panasonic's execution of the MOU acknowledges that the '286 Patent is valid. Also, Panasonic agreed, in part, to the licensing provisions in the MOU, and as such, there was an objectively high likelihood that its actions, to not license the patent technology contained in the '286 Patent, constituted, and continues to constitute, infringement of the '286 Patent. On information and belief, Panasonic could not reasonably subjectively believe that its actions do not constitute willful infringement

of the '286 Patent, nor could it reasonably subjectively believe that the '286 Patent is invalid. Despite that knowledge, subjective belief, and the objectively high likelihood that its actions constitute willful infringement, Panasonic has continued its infringing activities. As such, Panasonic willfully infringes the '286 Patent.

100. By its willful direct infringement and induced infringement of the '286 Patent, Panasonic has injured the Plaintiff and is liable to the Plaintiff for infringement of the '286 Patent pursuant to 35 U.S.C. § 271.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests entry of judgment in his favor and against Defendant as follows:

- A. A judgment that Defendant has infringed one or more claims of the '286 Patent, either literally and/or under the doctrine of equivalents;
- B. A judgment declaring Defendant's infringement of the '286 Patent willful and deliberate;
- C. An order and judgment preliminarily and permanently enjoining Defendant, its parent companies, subsidiaries, related companies, and all persons acting in concert or participation with Defendant, or persons acting or purporting to act on its behalf, including, but not limited to its officers, directors, partners, owners, agents, representatives, employees, attorneys, successors, and assigns, and any and all persons acting in concert or privity with them, from making, using, importing, exporting, distributing, supplying, leasing, selling or offering to sell, or causing to be sold any product falling within the scope of the '286 Patent, or otherwise contributing to or inducing the infringement of the '286 Patent;
- D. A judgment ordering an accounting of the names and addresses of all companies and persons who purchased or leased infringing products from Defendant or by any of its parent companies, subsidiaries, related companies, and all persons acting in concert or participation



with Defendant, or persons acting or purporting to act on its behalf, including, but not limited to its officers, directors, partners, owners, agents, representatives, employees, attorneys, successors, and assigns, and any and all persons acting in concert or privity with Defendant since the USPTO priority date of the '286 Patent;

- E. A judgment ordering the recall, removal, disablement, or destruction of all infringing technological capabilities in products sold, leased, and within the control of Defendant, its parent companies, subsidiaries, or related companies, and their agents or distributors, that in any way infringe upon the '286 Patent and since the USPTO priority date of the '286 Patent; and;
- F. Such other and further relief against Defendant in favor of Plaintiff that this court deems just, equitable and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff respectfully demands a trial by jury on all issues so triable.

Respectfully submitted,

January 26, 2017  
(Date)

Carl M. Burnett

Carl M. Burnett  
Plaintiff  
12909 Hawkshead Terrace  
Silver Spring, MD 20904  
Telephone: 240-355-1128  
Email: cmburn@live.com