

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

2018 AUG -1 PM 3:03

US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

VANCO INTERNATIONAL, LLC,

Plaintiffs,

v.

METRA ELECTRONICS
CORPORATION,

Defendant.

CIVIL ACTION NO:

6:18-cv-1258-URL-31-TBS

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Vanco International, LLC (“Vanco”), by and through its undersigned attorneys, files this Complaint against Defendant Metra Electronics Corporation (“Metra” or “Defendant”), and in support thereof alleges as follows:

NATURE AND BASIS OF ACTION

1. This is an action for patent infringement under the patent laws of the United States, 35 U.S.C. § 1 *et seq.* Vanco seeks injunctive relief, damages, and recovery of its reasonable costs and attorneys’ fees.

THE PARTIES

2. Plaintiff Vanco International, LLC is a corporation organized and existing under the laws of the State of Illinois, having its principal place of business at 506 Kingsland Drive, Batavia, Illinois 60510.

3. Defendant Metra Electronics Corporation is a corporation organized and existing under the laws of the State of Florida, having its principal place of business at 460 Walker Street,

Holly Hill, Florida 32117-2671. On information and belief, Metra may be served by serving its Registered Agent, Chobee Ebbets, 138 Live Oak Avenue, Daytona Beach, Florida 32114.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and 1338(a) because this Complaint includes a cause of action for patent infringement under the patent laws of the United States, including but not limited to, 35 U.S.C. §§ 271, 281, 283-285, and 287.

5. This Court has personal jurisdiction over Metra by virtue of the fact that Metra resides in this District, has transacted business in this District, has derived substantial revenue from goods offered for sale and/or sold in this District, and/or has established sufficient minimum contacts with the State of Florida such that it is subject to the personal jurisdiction of this Court. Personal jurisdiction in Florida over Metra is also consistent with the requirement of due process.

6. Venue is proper in this District pursuant to 28 U.S.C. § 1400(b) because Metra resides in this District, and has committed acts of infringement in this District, and has a regular and established place of business in this District located 460 Walker Street, Holly Hill, Florida 32117-2671.

VANCO AND ITS HDMI EXTENDER TECHNOLOGY

7. Vanco is an innovative supplier of audio/video distribution and electronic accessory products based in Batavia, Illinois.

8. Vanco designs, engineers, manufacturers, and sells a wide variety of audio/video distribution and electronic accessory products, including a number of innovative products for extending and receiving HDMI® signals over Cat5e/Cat6 cables.

9. Vanco's innovative products for extending and receiving HDMI® signals over Cat5e/Cat6 cables include: Vanco's Evolution Ultra Slim HDMI® over Single Cat5e/Cat6 Cable Extender with PoE (Model No. EVEX2006), Evolution HDMI® 4 X 4 Matrix Selector Switch over Cat5e/Cat6 Cable with PoE Receiver (Model No. EVMX44QI), Evolution HDMI® 1 X 7 Splitter over Cat5e/Cat6 Cable with Additional HDMI® Output (EVSP1017), and Evolution 4K HDMI® Extender with PoE (EV4K2006).

10. Vanco's innovative products for extending and receiving HDMI® signals over Cat5e/Cat6 cables are an important part of Vanco's business, and Vanco has had much success selling these products in the United States. For example, Vanco's Evolution 4K HDMI® Extender with PoE was recently awarded AV Technology's InfoComm 2018 Best of Show Award.

11. Vanco has spent a substantial amount of time and resources designing and developing its innovative products for extending and receiving HDMI® signals. As a result of these efforts, Vanco has been granted a number of U.S. patents on its innovative designs, including U.S. Patent Nos. 9,747,236 ("the '236 Patent") and 9,946,663 ("the '663 Patent").

12. The '236 Patent, entitled "HMDI Extender with Bidirectional Power over Twisted Pair," was duly and legally issued by the United States Patent and Trademark Office ("PTO") on August 29, 2017. A true and correct copy of the '236 Patent is attached hereto as Exhibit A.

13. The '663 Patent, also entitled "HMDI Extender with Bidirectional Power over Twisted Pair," was duly and legally issued by the PTO on April 17, 2018. A true and correct copy of the '663 Patent is attached hereto as Exhibit B.

14. Vanco and Schenzhen Hollyland Technology, Co., Ltd. are the co-owners by assignment of the '236 and '663 Patents. Schenzhen has granted Vanco all substantial rights in

and to the '236 and '663 Patents in the United States, including the exclusive rights to make, use, offer for sale, sell, import, and enforce the '236 and '663 Patents.

DEFENDANT'S INFRINGING CONDUCT

15. Metra is a supplier of audio/video distribution and home theater products based in Holly Hill, Florida.

16. Vanco recently learned that Metra is having made, using, offering for sale, selling, and/or importing one or more HDMI® signal extending products that infringe one or more claims of the '236 and '663 Patents.

17. Metra's HDMI® signal extending products include Metra's HDMI® Poe Extender over Single Cat6 (Model No. CS-HDC5EXTSRPOE) ("the Accused Product"). True and correct copies of the Product Information Sheet and Product manual for the Accused Product is attached hereto as Exhibit C.

18. Metra directly infringes, literally or under the doctrine of equivalents, at least claims 1 and 11 of the '236 Patent by, without authority, making, using, importing, selling, or offering to sell the Accused Product within the United States in violation of 35 U.S.C. § 271(a).

19. Metra indirectly infringes at least claims 1 and 11 of the '236 Patent within the United States by inducement under 35 U.S.C. § 271(b). For example, since learning of the '236 Patent and by failing to cease offering the Accused Product, Metra has knowingly and intentionally induced users of the Accused Product to directly infringe as least claims 1 and 11 of the '236 Patent, *inter alia*, by i) providing instructions and information on publicly available websites, such as <www.metrahometheater.com>, to explain how to acquire and use the Accused Product in an infringing manner, ii) touting these infringing uses of the Accused Product in advertisements,

including those found on <www.metrahometheater.com>, and iii) directing and encouraging the actions of employees, distributors, and customers to directly infringe.

20. Metra indirectly infringes the '236 Patent by contributing to the direct infringement of end users under 35 U.S.C. § 271(c) by providing the Accused Product, which is especially made for and used in a manner that infringes at least claims 1 and 11 of the '236 Patent, and that has no substantial non-infringing use.

21. Metra directly infringes, literally or under the doctrine of equivalents, at least claims 1 and 10 of the '663 Patent by, without authority, making, using, importing, selling, or offering to sell the Accused Product within the United States in violation of 35 U.S.C. § 271(a).

22. Metra indirectly infringes at least claims 1 and 10 of the '663 Patent within the United States by inducement under 35 U.S.C. § 271(b). For example, since learning of the '663 Patent and by failing to cease offering the Accused Product, Metra has knowingly and intentionally induced users of the Accused Product to directly infringe as least claims 1 and 10 of the '663 Patent, *inter alia*, by i) providing instructions and information on publicly available websites, such as <www.metrahometheater.com>, to explain how to acquire and use the Accused Product in an infringing manner, ii) touting these infringing uses of the Accused Product in advertisements, including those found on <www.metrahometheater.com>, and iii) directing and encouraging the actions of employees, distributors, and customers to directly infringe.

23. Metra indirectly infringes the '663 Patent by contributing to the direct infringement of end users under 35 U.S.C. § 271(c) by providing the Accused Product, which is especially made for and used in a manner that infringes at least claims 1 and 10 of the '663 Patent, and that has no substantial non-infringing use.

24. Upon learning of Metra's infringement, Vanco attempted to resolve this dispute without the need for judicial intervention. Specifically, Vanco contacted Metra via a letter dated May 3, 2018 in an effort to discuss a potential solution to this dispute. Metra has continued to sell the Accused Product, with full knowledge Vanco and its rights in the '236 and '663 Patents.

COUNT I
Infringement of the '236 Patent

25. Vanco incorporates by reference the allegations contained in paragraphs 1-24 of this Complaint, as if fully set forth herein.

26. Metra directly infringes, literally or under the doctrine of equivalents, at least claims 1 and 11 of the '236 Patent by, without authority, making, using, importing, selling, or offering to sell the Accused Product within the United States in violation of 35 U.S.C. § 271(a).

27. A preliminary claim chart showing Metra's infringement of claims 1 and 11 of the '236 Patent is attached hereto as Exhibit D.

28. For example, a summary of Metra's infringement of claim 1 of the '236 Patent is provided as follows:

- i) Limitation 1: The Accused Product includes a transmitter connectivity device, which is labeled as a "transmitter unit."
- ii) Limitation 2: The transmitter unit includes an HDMI port configured to receive a first media signal from at least one source device, such as a DVD or PS3.
- iii) Limitation 3: The transmitter unit generates a converged media signal based at least in part on a first media signal from a source device (such as a DVD or PS3), and a control signal input (such as an IR control or EDID display

data). The converged media signal also includes a power signal and a ground, as the Accused Product uses POE (Power Over Ethernet).

- iv) Limitation 4: The transmitter unit has a CAT6 multi-position multi-contact port through which it transmits the converged media signal.
- v) Limitation 5: The Accused Product includes a receiver connectivity device, which is labeled as a “receiver unit.”
- vi) Limitation 6: The receiver unit has a CAT6 multi-position multi-contact port that receives the converged media signal over a CAT6 cable.
- vii) Limitation 7: The receiver unit is powered by POE from the transmitter unit via the converged media signal from the CAT6 cable.
- viii) Limitation 8: The receiver unit generates a second media signal based at least in part on the converged media signal from the transmitter unit.
- ix) Limitation 9: The receiver unit outputs the second media via an HDMI port to a sink device (HDMI display).

29. Metra indirectly infringes at least claims 1 and 11 of the '236 Patent within the United States by inducement under 35 U.S.C. § 271(b). For example, since learning of the '236 Patent and by failing to cease offering the Accused Product, Metra has knowingly and intentionally induced users of the Accused Product to directly infringe at least claims 1 and 11 of the '236 Patent, *inter alia*, by i) providing instructions and information on publicly available websites, such as <www.metrahometheater.com>, to explain how to acquire and use the Accused Product in an infringing manner, ii) touting these infringing uses of the Accused Product in advertisements, including those found on <www.metrahometheater.com>, and iii) directing and encouraging the actions of employees, distributors, and customers to directly infringe.

30. Metra indirectly infringes the '236 Patent by contributing to the direct infringement of end users under 35 U.S.C. § 271(c) by providing the Accused Product, which is especially made for and used in a manner that infringes at least claims 1 and 11 of the '663 Patent, and that has no substantial non-infringing use.

31. As a result of Metra's infringement of the '236 Patent, Vanco has been damaged and will continue to be damaged by Metra's conduct. Vanco is entitled to recover damages pursuant to 28 U.S.C. § 284 adequate to compensate it for Metra's infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

32. Metra's infringement of the '236 Patent has injured and continues to injure Vanco and will cause irreparable harm unless Metra is enjoined from infringing the claims of the '236 Patent. Vanco is entitled to temporary, preliminary, and/or permanent injunctive relief against Metra from further infringement pursuant to 28 U.S.C. § 283.

33. Upon information and belief, Metra's past and continued infringement of the '236 Patent has been deliberate, willful, which warrants an award of treble damages and attorneys' fees to Vanco pursuant to 28 U.S.C. §§ 284 & 285.

COUNT II
Infringement of the '663 Patent

34. Vanco incorporates by reference the allegations contained in paragraphs 1-24 of this Complaint, as if fully set forth herein.

35. Metra directly infringes, literally or under the doctrine of equivalents, at least claims 1 and 10 of the '663 Patent by, without authority, making, using, importing, selling, or offering to sell the Accused Product within the United States in violation of 35 U.S.C. § 271(a).

36. A preliminary claim chart showing Metra's infringement of claims 1 and 10 of the '663 Patent is attached hereto as Exhibit E.

37. For example, a summary of Metra's infringement of claim 1 of the '663 Patent is provided as follows:

- i) Limitation 1: The Accused Product includes a transmitter connectivity device, labeled as a transmitter unit.
- ii) Limitation 2: The transmitter unit includes a HDMI IN port.
- iii) Limitation 3: The transmitter unit includes a multi-position, multi-contact port (RJ45/CAT6).
- iv) Limitation 4: The transmitter unit includes signal-processing circuitry coupled to the HDMI port and the multi-position, multi-contact port (CAT6).
- v) Limitation 5: The transmitter unit transmits a plurality of first signals over the multi-position, multi-contact port over a CAT6 cable. The plurality of first signals that are transmitted (*i.e.*, from the DVD or PS3) are transmitted at a frequency that exceeds a plurality of second signals (*i.e.*, IR control or EDID data).
- vi) Limitation 7: The Accused Product uses POE (Power Over Ethernet) to transmit power via the multi-position, multi-contact port over a CAT6 cable to the receiver unit.
- vii) Limitation 8: The CAT6 cable includes a drain wire for grounding.

38. Metra indirectly infringes at least claims 1 and 10 of the '663 Patent within the United States by inducement under 35 U.S.C. § 271(b). For example, since learning of the '663 Patent and by failing to cease offering the Accused Product, Metra has knowingly and intentionally induced users of the Accused Product to directly infringe as least claims 1 and 10 of the '663

Patent, *inter alia*, by i) providing instructions and information on publicly available websites, such as <www.metrahometheater.com>, to explain how to acquire and use the Accused Product in an infringing manner, ii) touting these infringing uses of the Accused Product in advertisements, including those found on <www.metrahometheater.com>, and iii) directing and encouraging the actions of employees, distributors, and customers to directly infringe.

39. Metra indirectly infringes the '663 Patent by contributing to the direct infringement of end users under 35 U.S.C. § 271(c) by providing the Accused Product, which is especially made for and used in a manner that infringes at least claims 1 and 10 of the '663 Patent, and that has no substantial non-infringing use.

40. As a result of Metra's infringement of the '663 Patent, Vanco has been damaged and will continue to be damaged by Vanco's conduct. Vanco is entitled to recover damages pursuant to 28 U.S.C. § 284 adequate to compensate it for Metra's infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

41. Metra's infringement of the '663 Patent has injured and continues to injure Vanco and will cause irreparable harm unless Metra is enjoined from infringing the claims of the '663 Patent. Vanco is entitled to temporary, preliminary, and/or permanent injunctive relief against Metra from further infringement pursuant to 28 U.S.C. § 283.

42. Upon information and belief, Metra's past and continued infringement of the '663 Patent has been deliberate, willful, which warrants an award of treble damages and attorneys' fees to Vanco pursuant to 28 U.S.C. §§ 284 & 285.

JURY DEMAND

Vanco hereby respectfully requests a trial by jury of all issues raised in this Complaint, pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Vanco International, LLC prays that this Court enter judgment in favor of Vanco and against Metra Electronics Corporation as follows:

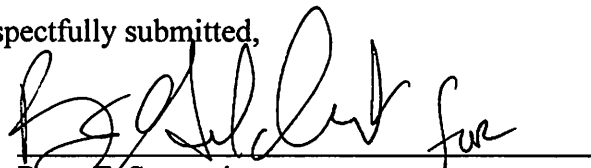
- A. Entry of judgment that Metra Electronics Corporation has directly and indirectly infringed the '236 Patent pursuant to 35 U.S.C. § 271 (a) & (b);
- B. Entry of judgment that Metra Electronics Corporation has directly and indirectly infringed the '663 Patent pursuant to 35 U.S.C. § 271 (a) & (b);
- C. An order preliminarily and permanently enjoining Metra Electronics Corporation, and its respective agents, servants, officers, directors, employees, attorneys, affiliated companies, successors-in-interest, and all those in active concert or participation with it, and all other parties properly enjoined by law, from infringing directly or indirectly, inducing others to directly infringe, and/or contributing to the infringement of the claims of the '236 Patent;
- D. An order preliminarily and permanently enjoining Metra Electronics Corporation, and its respective agents, servants, officers, directors, employees, attorneys, affiliated companies, successors-in-interest, and all those in active concert or participation with it, and all other parties properly enjoined by law, from infringing directly or indirectly, inducing others to directly infringe, and/or contributing to the infringement of the claims of the '663 Patent;
- E. An order that Metra Electronics Corporation be ordered to file with this Court, and to promptly serve on counsel for Vanco, within twenty (20) days

after entry of any injunction issued by the Court in this action, a sworn statement setting forth in detail the manner and form in which Metra Electronics Corporation has complied with the injunction;

- F. An order that Metra Electronics Corporation, provide an accounting and pay to Vanco damages in an amount adequate to compensate Vanco for Metra's infringement of the '236 Patent, including damages for lost profits, but in no event less than a reasonable royalty, including up to treble damages for willful infringement pursuant to 35 U.S.C. § 284;
- G. An order that Metra Electronics Corporation, provide an accounting and pay to Vanco damages in an amount adequate to compensate Vanco for Metra's infringement of the '663 Patent, including damages for lost profits, but in no event less than a reasonable royalty, including up to treble damages for willful infringement pursuant to 35 U.S.C. § 284;
- H. An order that this is an exceptional case under 35 U.S.C. § 285 meriting that Vanco be awarded its costs, including its reasonable attorneys' fees and other expenses incurred in connection with this action; and,
- I. Any other relief that the Court finds legal, just and equitable, as may be available under law or equity, and which the Court finds proper.

This 1st day of August, 2018

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ryan P. Santurri for", written over a horizontal line.

Ryan P. Santurri

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