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7 *Seatriever International Holdings, Ltd. and*  
*Illoom Balloon Limited*

8  
9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **WESTERN DIVISION**

12 SEATRIEVER INTERNATIONAL  
HOLDINGS LTD., a United  
13 Kingdom private limited company,  
and ILLOOM BALLOON  
14 LIMITED, a United Kingdom  
limited business entity,

15 Plaintiffs,

16 vs.

17 INNOVA IMPORTS LLC, a New  
York limited liability company,  
18 TRENDY HOME GOODS, INC., a  
New York corporation, ICA  
19 DEALS, LLC, a California limited  
liability company, and DOES 1-10,  
20

21 Defendants.

CASE NO. 2:17-cv-08376-JAK-JPR

**FIRST AMENDED COMPLAINT  
FOR PATENT INFRINGEMENT**

**Hon. John A. Kronstadt**

**JURY TRIAL DEMANDED**

1 Plaintiffs Seatriever International Holdings Ltd. (“Seatriever”) and Illoom  
2 Balloon Limited (“IBL,” and collectively with Seatriever, “Plaintiffs”), by and  
3 through their attorneys, for their First Amended Complaint against Defendants  
4 Innova Imports LLC (“Innova”), Trendy Home Goods, Inc. (“Trendy Home”),  
5 ICA Deals, LLC (“ICA Deals”), and Does 1-10 (collectively, “Defendants”),  
6 allege as follows:

7 **NATURE OF THE ACTION**

8 1. This is an action for patent infringement arising under the Patent Laws  
9 of the United States, Title 35, United States Code, involving United States Patent  
10 No. 8,297,778 (the “778 patent”).

11 **PARTIES**

12 2. Plaintiff Seatriever is a private limited company organized under the  
13 laws of United Kingdom and having a principal place of business at Cheshire  
14 Business Park, Cheshire Avenue, Lostock Gralam, Northwich, Cheshire CW9 7UA,  
15 England, United Kingdom.

16 3. Plaintiff IBL is a limited business entity organized under the laws of  
17 United Kingdom and having a principal place of business at Cheshire Business  
18 Park, Cheshire Avenue, Lostock Gralam, Northwich, Cheshire CW9 7UA,  
19 England, United Kingdom. IBL is a wholly-owned subsidiary of Seatriever.

20 4. Upon information and belief, Innova is a New York limited liability  
21 company, with its principal place of business in 1370 Broadway, Suite 540, New  
22 York, NY 10018.

23 5. Upon information and belief, Trendy Home is a New York  
24 corporation, with its principal place of business in 1472 7th Street, West Babylon,  
25 NY 11704.



1 12. Venue is proper in this Court under 28 U.S.C. §§ 1391(b)-(c) and  
2 1400(b), because Defendants maintain a regular and established place of business  
3 and have committed infringing acts in this judicial district.

4 **PATENT-IN-SUIT**

5 13. On October 30, 2012, the United States Patent and Trademark Office  
6 duly and legally issued the '778 patent, titled "Party Balloon with Illumination  
7 Device," to Seatriever. A true and correct copy of the '778 patent is attached  
8 hereto as **Exhibit A**.

9 14. Seatriever owns all rights, title, and interest in and to the '778 patent,  
10 including, but not limited to, the right to enforce the '778 patent and collect  
11 damages for past and future infringements thereof.

12 **FACTUAL BACKGROUND**

13 15. The invention disclosed and claimed in the '778 patent relates to a  
14 party balloon comprising an expansible membrane with an inlet port to allow entry  
15 of gas upon inflation, an illumination device mounted to the inside the expansible  
16 membrane, a clip or O-ring, and a strip of insulating material. The illumination  
17 device of the '778 patent includes a light emitting device, such as a light-emitting-  
18 diode ("LED"), one or more batteries to power the light emitting device, and a  
19 housing that houses the light emitting device and the battery. The housing has a  
20 projection extending outwards, which may have a spherical bead-like or flattened  
21 button-like shape. The illumination device is positioned in the opposite end of the  
22 inlet port, being attached to the inside the expansible membrane by a clip or O-ring  
23 fitted onto the projection from outside the membrane. The strip of insulating  
24 material is releasably disposed between the battery and the light emitting device  
25 housed in the illumination device. The outer end region of the strip of insulating  
26 material may have an enlarged width and be an arrowhead-like shape. The strip of  
27

1 insulating material may have a second region of enlarged width at a distance from  
2 the outer end region. The second region of enlarged width may be a circular shape.

3 16. Seatriever is a pioneer in the field of illuminated balloons and sells,  
4 among other things, a popular product called ILLOOM® balloons. Seatriever's  
5 ILLOOM® balloons are sold in online and offline distributors, such as  
6 amazon.com, Walmart, and Target.

7 17. Seatriever's ILLOOM® balloons embody an innovation disclosed and  
8 claimed in the '778 patent, *i.e.*, they contain an LED unit mounted inside the  
9 balloon, one or more batteries to power the LED, a clip or O-ring that secures the  
10 LED unit from outside the balloon, and a strip of insulating material disposed  
11 between the battery and LED that triggers the illumination of the balloon when  
12 pulled.

13 18. As an exclusive licensee of the '778 patent, IBL procures the  
14 manufacture of all ILLOOM® balloons and distributes them worldwide for and on  
15 behalf of Seatriever.

16 19. Upon information and belief, Innova and Trendy Home have imported  
17 into the United States, sold, offered to sell, and distributed within the United States,  
18 including this judicial district, "Light Up Balloon" products that infringe upon  
19 Seatriever's '778 patent.

20 20. Upon information and belief, Innova and Trendy Home have imported  
21 into the United States more than ten thousands units of infringing "Light Up  
22 Balloon" products.

23 21. Upon information and belief, Innova, Trendy Home, and ICA Deals  
24 have stored and inventoried these infringing "Light Up Balloon" products in  
25 warehouses in the State of California, and within this judicial district.



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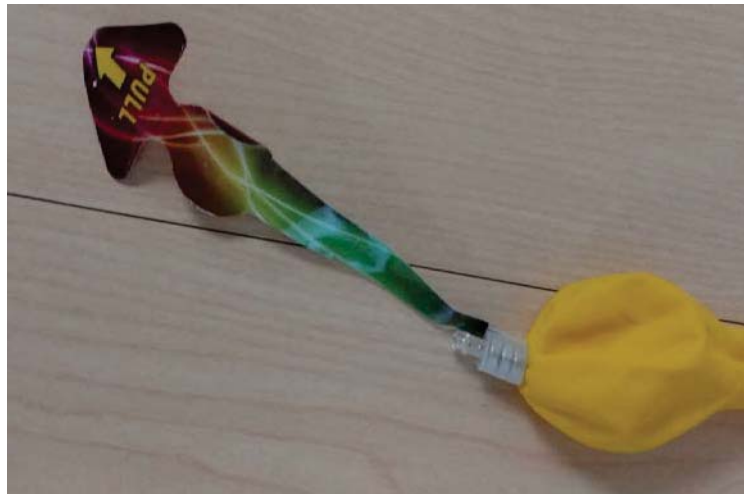


Fig. 2.

29. The illumination device includes a housing that houses a light emitting device and at least one battery power source, which powers that light emitting device. *See* Fig. 2 above.

30. Upon information and belief, the light emitting device of the Infringing Balloons is an LED. *See* Fig. 2 above.

31. The illumination device also includes a projection extending outwards from the housing. *See* Fig. 3 below.



Fig. 3.

32. The projection extending outwards from the housing is in the form of a spherical bead or a flattened button. *See* Fig. 3 above.



1 33. The Infringing Balloons have an O-ring or elastic ring that holds from  
2 outside the housing of the illuminating part located inside the balloon. The O-ring  
3 or elastic ring holds the illumination device at a location opposite to the inlet port.  
4 The housing of the illumination device is connected or supported by none other  
5 than the balloon membrane itself. *See* Figs. 2 & 3 above.

6 34. The Infringing Balloons include a strip of insulating material  
7 releasably disposed between the battery and the light emitting device. The strip of  
8 insulating material extends through the inlet port to an outer end region. The width  
9 of at least a portion of the outer end region of the strip is wider than that of the  
10 inner part. The outer end region is arrowhead-shaped. *See* Figs. 2 & 3 above.

11 35. The Infringing Balloons' strip of insulating material has a second  
12 region of enlarged width at a spacing from the outer end region. *See* Fig. 2 above.

13 36. The width of the second region is narrower than that of the outer end  
14 region but is sufficiently wider than the diameter of the inlet port, such that the  
15 second region, before pulled off by a sufficient force, remains inside the Infringing  
16 Balloon. *See* Figs. 1 (before pulled off) & 2 above.

17 37. The second region of enlarged width has a circular shape. *See* Fig. 2  
18 above.

19 38. The Infringing Balloons include all elements claimed in claims 1-6 of  
20 the '778 patent.

21 39. On May 17, 2017, Seatriever sent Innova and Trendy Home a cease  
22 and desist letter regarding the '778 patent.

23 40. Therefore, Innova and Trendy Home had actual knowledge of  
24 the '778 patent and their infringement thereof at least as of Seatriever's May 17,  
25 2017 cease-and-desist correspondence.  
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1           41.    Around October 24, 2017, Innova and Trendy Home provided  
2 Plaintiffs' counsel with pictures of the Infringing Balloons located in ICA Deals'  
3 warehouse.

4           42.    Upon information and belief, Innova, Trendy Home, and ICA Deals  
5 did not conduct a good faith investigation of or obtain an opinion of counsel  
6 regarding their infringement of the '778 patent.

7           43.    Innova, Trendy Home, and ICA Deals have never claimed non-  
8 infringement or invalidity of any claims of the '778 patent.

9           44.    Upon information and belief, the Infringing Balloons are knock-off  
10 products, copied from Plaintiffs' ILLOOM® balloon that embodies the invention  
11 claimed in the '778 patent and that is marked with the '778 patent. *See* Fig. 4  
12 below.



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22           Fig. 4.

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24           45.    Having constructive and actual knowledge of the '778 patent, Innova,  
25 Trendy Home, and ICA Deals intentionally and willfully infringed and continue to  
26 intentionally and willfully infringe the '778 patent.

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**COUNT 1**  
**(INFRINGEMENT OF U.S. PATENT NO. 8,297,778)**  
**(AGAINST ALL DEFENDANTS)**

46. All of the foregoing allegations of this complaint are incorporated by reference herein as if restated and set forth in full.

47. Defendants have directly infringed and continue to directly infringe claims 1-6 of the '778 patent by importing, using, offering to sell, and selling within the United States the Infringing Balloons, in violation of 35 U.S.C. § 271(a).

48. Defendants have indirectly infringed and continue to indirectly infringe claims 1-6 of the '778 patent, in violation of 35 U.S.C. § 271(b), by actively inducing resellers (such as Party USA, amazon.com, and wayfair.com) and/or end users to use, offer to sell, sell, and/or distribute within the United States the infringing products, including, without limitation, the Infringing Balloons. Defendants have knowingly and intentionally induced and continue to knowingly and intentionally induce the resellers and/or end users to directly infringe, by knowingly, actively, intentionally, and voluntarily selling, offering to sell, distributing, and supplying the infringing products to such resellers and/or end users, for the ultimate purpose of profiting from the sale of the infringing products.

49. Defendants do not have a valid license or permission to use the invention claimed in the '778 patent.

50. Defendants have profited through their infringement of the '778 patent and through the resellers and end users' infringement of the '778 patent.

51. As a direct and proximate result of Defendants' direct, joint, and/or induced infringement of claims 1-6 of the '778 patent, Plaintiffs have been injured and will continue to incur significant financial damages to be proven at trial unless and until Defendants are enjoined.



1 them, from further activities that constitute infringement of the '778 patent within  
2 the State of California and across the United States;

3 C. declare that Defendants' infringement of the '778 patent is willful and  
4 deliberate pursuant to 35 U.S.C. § 284;

5 D. order that Plaintiffs be awarded damages adequate to compensate for  
6 Defendants' infringement of the '778 patent, including lost profits and in no event  
7 less than a reasonable royalty;

8 E. award Plaintiffs treble damages because of the willful and deliberate  
9 nature of the infringement, together with costs, pre-judgment interest, and post-  
10 judgment interest;

11 F. declare this an exceptional case under 35 U.S.C. § 285 and award  
12 reasonable attorneys' fees; and

13 G. order such other and further relief as the Court deems just and proper.

14 **DEMAND FOR JURY TRIAL**

15 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs  
16 demand a trial by jury on all issues so triable.

17  
18 DATED: February 9, 2018

STRADLING YOCCA CARLSON &  
RAUTH, P.C.

19  
20 By: /s/Sarah S. Brooks  
21 Sarah S. Brooks (SBN 266292)  
22 JaeWon Lee (SBN 305548)  
23 Attorneys for Plaintiffs

**CERTIFICATE OF SERVICE**

I hereby certify that on February 9, 2018 I caused to be electronically filed a true and correct copy of

**FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

herewith the Clerk of the Court using CM/ECF system and were served on all parties or their counsel of record through the CM/ECF system if they are registered users or, if they are not, by serving a true and correct copy at the e-mail addresses listed on the attached Service List.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. Executed on February 9, 2018, at Santa Monica, California.



Suzanne Johnson

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**SERVICE LIST**

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