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8 for Plaintiff, *LEXIDINE, LLC*

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10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
12 WESTERN DIVISION

13 LEXIDINE, LLC,

14 Plaintiff,

15 v.

16 RYDEEN NORTH AMERICA, INC.

17 a/k/a RYDEEN MOBILE

18 ELECTRONICS,

19 Defendant.

Case No. _____

**PLAINTIFF'S ORIGINAL
COMPLAINT**

Plaintiff Lexidine, LLC (hereinafter, “Plaintiff” or “Lexidine”) files this Original Complaint for Patent Infringement against Defendant Rydeen North America, Inc. a/k/a Rydeen Mobile Electronics (hereinafter, “Rydeen” or “Defendant”) as follows:

NATURE OF THE ACTION

1. This is a patent infringement action to stop Defendant’s infringement of the following patent (the “Patent-in-Suit”), which was duly and legally issued by the United States Patent and Trademark Office (hereinafter, the “USPTO”), a copy of which is attached hereto as **Exhibit A**.

	Patent No.	Title
A.	7,609,961	VEHICLE CAMERA

2. The Patent-in-Suit traces its priority date back to Application No. 11/401,405 (hereinafter, “the ’405 Application”), which was filed with the USPTO on April 11, 2006, and was issued as on October 27, 2009.

3. Plaintiff is the owner of the Patent-in-Suit and possesses all right, title and interest in the Patent-in-Suit, including the right to enforce the Patent-in-Suit, the right to license the Patent-in-Suit, and the right to sue Defendant for infringement and recover past damages. Plaintiff seeks injunctive relief and monetary damages.

PARTIES

4. Lexidine is a limited liability company organized and existing under the laws of the State of Oklahoma and maintains its principal place of business at 5924 SW 12th St. STE 7201, Oklahoma City, Oklahoma 73128 (Oklahoma County).

5. According to public information, Rydeen North America, Inc., a/k/a Rydeen Mobile Electronics (“Rydeen”) is a corporation duly organized and existing under the laws of California since 2010, having its principal place of business at 2701 Plaza Del Amo, Unit #705, Torrance, California 90503.

1 customers in the State of California and in the Central District of California.
2 Defendant has many paying customers who are residents of the State of California
3 and the Central District of California and who use Defendant's products in the State
4 of California and in the Central District of California.

5 11. Venue is proper in the Central District of California pursuant to 28
6 U.S.C. § 1400(b) because Rydeen is incorporated in this district, has a regular and
7 established place of business in this district and, upon information and belief, has
8 committed acts of infringement in this district.

9 12. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because Rydeen
10 is incorporated in this district and has a regular and established place of business in
11 this district.

12 **BACKGROUND INFORMATION**

13 13. Lexidine is 100% owned by the inventor of the Patent-in-Suit, Mr. Eric
14 Park. Mr. Park is a visionary inventor of consumer safety related products and has
15 patented many of his inventions. He has worked on many vehicle safety projects such
16 as lane departure detection, heads up displays (HUDs), headrest displays, rearview
17 navigation, in-car entertainment systems, rearview camera and backup safety
18 solutions, among others. Mr. Park has invested a great deal of time and money to
19 develop and legally protect Lexidine's innovations, and he believes those who find
20 value incorporating these proprietary technologies into their products and services
21 should obtain a proper license.

22 14. The Patent-in-Suit was duly and legally issued by the United States
23 Patent and Trademark Office after full and fair examinations. Plaintiff is the owner
24 of the Patent-in-Suit, and possesses all right, title and interest in the Patent-in-Suit
25 including the right to enforce the Patent-in-Suit, the right to license the Patent-in-Suit,
26 and the right to sue Defendant for infringement and recover past damages.

1 15. Defendant sells, advertises, offers for sale, uses, or otherwise provides
2 the Brake Light Cameras (collectively, the “Accused Products”). Representative
3 images of the Accused Products are attached as **Exhibits B to G** (offers for sale of
4 Brake Light Cameras from publicly-available websites).

5 16. According to public information, Defendant owns, operates, advertises,
6 and/or controls the website www.rydeenmobile.com, through which Defendant
7 advertises, sells, offers to sell, provides and/or educates customers about the Accused
8 Products. Evidence obtained from Defendant’s website regarding these products is
9 provided in Exs. B to G (representative Brake Light Cameras).

10 **COUNT I: INFRINGEMENT OF U.S. PATENT NO. 7,609,961**

11 17. Plaintiff re-alleges and incorporates by reference each of the paragraphs
12 above.

13 18. United States Patent No. 7,609,961 (hereinafter, the “’961 Patent”) was
14 duly and legally issued by the USPTO on October 27, 2009 to its inventor, Eric S.
15 Park. The ‘961 Patent was later assigned by Eric Park to Lexidine LLC, with filing
16 number 512619107, on May 30, 2017. Following that, the ‘961 Patent was assigned
17 from Lexidine LLC, with filing number 512619107, to Eric Park on May 18, 2018.
18 Subsequent to that, the ‘961 Patent was assigned by Eric Park to Lexidine LLC, with
19 filing number 3512681526, on March 20, 2019.

20 19. The ‘961 Patent was issued after full and fair examination of the ‘405
21 Application which was filed with the USPTO on April 11, 2006.

22 20. Defendant has infringed and continues to infringe the ‘961 Patent either
23 literally or under the doctrine of equivalents through the manufacture and sale of
24 infringing products. More specifically, Defendant has infringed and continues to
25 infringe one or more claims of the ‘961 Patent, including at least Claims 1 (the “’961
26 Patent Claims”) because it ships distributes, makes, uses, imports, offers for sale, sells,
27 and/or advertises the Accused Products. Specifically, Defendant’s Accused Products
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1 infringe the '961 Patent Claims by providing to its customers a vehicle camera that
2 includes a vehicle lens for an external third brake light that has a translucent red
3 vehicle lens that allows light transmission (functioning to provide a red warning light
4 for stopping and slowing down). *See, e.g.*, Exs. B-G. That Accused Products have
5 an opening in the vehicle lens (allowing the camera lens to protrude through the
6 vehicle lens or be placed outside the vehicle lens) with the camera lens within the
7 vehicle lens and having a viewing axis through the opening. *Id.* The Accused Products
8 also include a base attached to the vehicle lens where the viewing axis is at an angle
9 of between about 15 to 75 degrees with respect a plane of that base, as claimed in the
10 '961 Patent Claims. *Id.* Defendant's Accused Products are available for sale on
11 publicly available websites and through various retailers located in this district and
12 throughout the United States. *See Exhibit H.*

13 21. Defendant has intentionally induced and continues to induce
14 infringement of the '961 Patent Claims in this district and elsewhere in the United
15 States, by its intentional acts which have successfully, among other things,
16 encouraged, instructed, enabled, and otherwise caused Defendant's customers to use
17 the Accused Products in an infringing manner. Despite knowledge of the '961 Patent
18 as early as the date of service of the Original Complaint in this action, Defendant
19 continues to encourage, instruct, enable, and otherwise cause its customers to use its
20 systems and methods, in a manner which infringes the '961 Patent claims.
21 Defendant's source of revenue and business focus is the provision of and sale of the
22 Accused Products, among other products. Defendant has specifically intended its
23 customers to use its systems in such a way that infringes the '961 Patent by, at a
24 minimum, providing and supporting the Accused Products and instructing its
25 customers on how to use them in an infringing manner, at least through information
26 available on Defendant's websites including information brochures, promotional
27 material, and contact information. *See Exs. B-H.* Defendant knew that its actions,
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1 including, but not limited to any of the aforementioned systems and methods, would
2 induce, have induced, and will continue to induce infringement by its customers by
3 continuing to sell, support, and instruct its customers on using the Accused Products.
4 *Id.*

5 22. Defendant's aforesaid activities have been without authority and/or
6 license from Plaintiff.

7 23. Plaintiff is entitled to recover from Defendant the damages sustained by
8 Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial,
9 which, by law, cannot be less than a reasonable royalty, together with interest and
10 costs as fixed by this Court under 35 U.S.C. § 284.

11 24. Defendant's infringement of Plaintiff's rights under the '961 Patent will
12 continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is
13 no adequate remedy at law, unless enjoined by this Court.

14 **JURY DEMAND**

15 25. Plaintiff demands a trial by jury on all issues.

16 **PRAYER FOR RELIEF**

17 26. Plaintiff respectfully requests the following relief:

- 18 A. An adjudication that one or more claims of the Patent-in-Suit has been
19 infringed, either literally and/or under the doctrine of equivalents, by
20 the Defendant;
- 21 B. An adjudication that Defendant has induced infringement of one or
22 more claims of the Patent-in-Suit;
- 23 C. An award of damages to be paid by Defendant adequate to
24 compensate Plaintiff for Defendant's past infringement and any
25 continuing or future infringement up until the date such judgment is
26 entered, including interest, costs, and disbursements as justified under
27 35 U.S.C. § 284 and, if necessary to adequately compensate Plaintiff
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1 for Defendant's infringement, an accounting of all infringing sales
2 including, but not limited to, those sales not presented at trial;

3 D. A grant of permanent injunction pursuant to 35 U.S.C. § 283,
4 enjoining the Defendant and its respective officers, agents, servants,
5 employees, and attorneys, and those persons in active concert or
6 participation with them who receive actual notice of the order by
7 personal service or otherwise, from further acts of infringement with
8 respect to any one or more of the claims of the Patent-in-Suit;

9 E. That this Court declare this to be an exceptional case and award
10 Plaintiff its reasonable attorneys' fees and costs in accordance with
11 35 U.S.C. § 285; and,

12 F. Any further relief that this Court deems just and proper.
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1 Date: May 3, 2019

Respectfully submitted,

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14 ***ATTORNEYS FOR PLAINTIFF LEXIDINE, LLC***

LIST OF EXHIBITS

A. U.S. Patent No. 7,609,961

B. Offer for Sale of Rydeen's CM-SP2000P – Full Size Sprinter Model

C. Offer for Sale of Rydeen's CM-NVSM200 – Nissan NV200/Chevrolet City Express 2013-2018 Model

D. Offer for Sale of Rydeen's CM-NV2000P – Full Size Nissan NV (1500, 2500, 3500) 2012-2019 Model

E. Offer for Sale of Rydeen's CM-GC2000P – Chevrolet Express 2003-2018 Model

F. Offer for Sale of Rydeen's CM-FT2000P – Full Size Ford Transit 2015-2019 Form

G. Offer for Sale of Rydeen's CM-DP2000P – Dodge Promaster 2014-2019 Model

H. Location of Rydeen Authorized Dealers (Los Angeles Area)