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8 9	Attorneys for Plaintiff STERNO PRODUCTS, LLC			
10	UNITED STATES	DISTRICT COURT		
11	FOR THE CENTRAL DISTRICT OF CALIFORNIA			
12 13	STERNO PRODUCTS, LLC, a) Case No. 5:19-cv-01124-CAS-SHK		
14	Delaware limited liability company, Plaintiff,	() FIRST AMENDED COMPLAINT) FOR PATENT INFRINGEMENT		
15	V.			
16 17	PICO INC. F/K/A LEOLIGHT INC., a Canadian corporation,	DEMAND FOR JURY TRIAL		
18	Defendant.			
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Plaintiff Sterno Products, LLC ("Sterno" or "Plaintiff"), by and through its undersigned attorneys, for its complaint against Defendant Pico Inc. f/k/a LeoLight Inc. ("Pico," "LeoLight" or "Defendant"), alleges as follows:

I. JURISDICTION AND VENUE

1. Jurisdiction and venue are proper over Defendant in this district for the reasons set forth in this complaint.

2. This is an action for patent infringement arising under the patent laws of the United States, Title 35, United States Code, and more particularly 35 U.S.C. §§ 271 and 281.

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 1338(a).

4. Upon information and belief, Defendant is in the business of manufacturing, selling, offering for sale, and/or importing certain chafing gel products that use "Hot Dot Technology" (also referred to as "Safety Hot Dot"), including LeoLight's EnviroFuel gel products and BlueMagic Fuel gel products (collectively the "Accused Products"), in the United States, including within this

District.

5. This Court has personal jurisdiction over Pico. Upon information and belief, Pico is a Canadian Corporation with its principal place of business in Toronto, Canada. Upon information and belief, in 2019, LeoLight, Inc. changed its name to Pico, Inc. Upon information and belief, the name change did not change Defendant's corporate identity or structure. Pico has maintained the LeoLight brand after the corporate name change and continues to operate the LeoLight website. Pico has minimum contacts with this Judicial District at least through engaging in the business of manufacturing, selling, offering for sale, and/or importing the Accused Products in the United States, including within this district. Upon information and belief, Defendant derives substantial

revenues from sales in this district.

- 6. Upon information and belief, Defendant does business in this judicial district and has committed acts of infringement in this judicial district.
- 7. Upon information and belief, venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c), and 1400(b).

II. THE PARTIES

- 8. Plaintiffs realleges and incorporates herein by reference the allegations stated in paragraphs 1–7 of this Complaint as if set forth fully herein.
- 9. Sterno Products, LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 1880 Compton Avenue, Suite 101, Corona, CA 92881.
- 10. On July 9, 2018, The Sterno Group LLC changed its name to Sterno Products, LLC. The State of Delaware's recordation of that name change is attached hereto as Exhibit 2.
- 11. For more than a century, Sterno has been a leader in the food service industry. Today, Sterno delivers the most comprehensive line of portable warming, ambience, butane, and catering products to the hospitality and retail markets. Sterno sells numerous products for many different applications. One of Sterno's most popular products is chafing fuel gels. These gels have numerous applications, the most well-known being heating chafing dishes. These chafing fuel gels are also used for camping, cooking s'mores, and are often recommended for use in emergency preparedness kits.
- 12. Sterno is committed to the safety of its customers and is continuously developing new safety technologies. One such safety feature on many of Sterno's chafing fuel gel containers is Sterno's Smart Can technology. This feature provides a visual indication that the chafing fuel gel container is hot. Sterno has secured patents to protect its investment in this innovative technology.

- 13. Upon information and belief, Defendant Pico Inc. f/k/a LeoLight Inc. is a corporation organized and existing under the laws of Canada, with its place of business at 503 Oakdale Rd., Toronto, ON, Canada M3N1W7.
- 14. Upon information and belief, Defendant has been making, using, selling, offering for sale, and/or importing into the United States the Accused Products, each of which used Defendant's purported "Hot Dot Technology." As shown below, the Accused Products containing the "Hot Dot Technology" infringe at least one of Sterno's patents (U.S. Patent No. 6,694,912 (the "'912 patent")).
- 15. On or about February 15, 2019, Sterno informed Defendant that the Accused Products were infringing Sterno's '912 patent. Sterno provided a detailed claim chart showing how the Accused Products met each limitation of claim 1 of the '912 patent.
- 16. On or about March 11, 2019, Defendant responded to Sterno's infringement notice. Defendant argued that it did not infringe the claims based on an incorrect interpretation of the patents. Defendant also incorrectly claimed that the '912 patent was invalid for indefiniteness.
- 17. Sterno responded to Defendant's letter on or about March 18, 2019. Sterno explained that the non-infringement and invalidity positions set forth in Defendant's March 11 letter lacked a plausible basis. Sterno reiterated its demands from its February 15 letter, and noted that future sales constituted willful infringement.
- 18. Defendant responded on or about March 26, 2019. In addition to reiterating the same invalidity and non-infringement positions, Defendant indicated that it did not continue to sell the Accused Products in the United State. Defendant also indicated that it "ceased production of LeoLight chafer canisters containing thermochromic dye."

19. Upon information and belief, Defendant has made, used, sold, offered for sale, and/or imported the Accused Products into the United States since its March 11 letter. For example, Defendant continues to advertise the Accused Products on the LeoLight brand website. A printout of the LeoLight brand's website depicting some of the Accused Products as of June 14, 2019 is attached as Exhibit 3.

III. THE PATENT-IN-SUIT AND LEOLIGHT'S INFRINGEMENT

- 20. Plaintiffs realleges and incorporates herein by reference the allegations stated in paragraphs 1–19 of this Complaint as if set forth fully herein.
- 21. Sterno is the owner of all right, title, and interest in U.S. Patent No. 6,694,912 (the "'912 patent"), entitled Thermochromic Ink Safety Label for Chafing Fuel Cans and Methods of Making the Same, which issued on February 24, 2004. A true and correct copy of the '912 patent is attached hereto as Exhibit 1.
- 22. The '912 patent covers, among other things, a chafing fuel container having a thermochromatic indicator that provides information about the temperature of the outer surface of the container containing the chafing fuel. These indicators are a safety mechanism for chafing fuel cans. In use, the metal chafing fuel cans reach temperatures of up to 500° F. Many chafing fuel cans burn ethanol as a fuel. Burning ethanol is invisible to the human eye, which increases the risk of burns because users do not recognize that the container is hot. The invention of the '912 patent enables users to determine whether the chafing fuel container is hot without touching the container.
- 23. The table below illustrates, in a non-limiting manner, the Accused Products' infringement of Claim 1 of the '912 patent.

Claim 1 of the '912 patent **The Accused Products** 1 1. A chafing fuel container The Accused Products are packaged in a chafing 2 comprising: fuel container: 3 4 5 THANOL 6 HOURS 8 10 11 at least one metallic side an The Accused Products container has a metallic a metallic bottom defining side and a metallic bottom defining an interior 12 an interior space; space. 13 14 15 16 17 18 19 20 a combustible hydrocarbon Ethanol gel is a combustible hydrocarbon chafing chafing fuel disposed within fuel. Igniting ethanol gel will cause the metal 21 the interior space that when container to heat up to temperatures that would 22 ignited raises the cause burns to unprotected skin. temperature of the outside 23 surface of the at least one 24 metallic side to a point where burns would occur if 25 the container were handled 26 by unprotected skin; 27

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a label attached to the outer surface of the container having a heat and combustion indicator to provide information about the temperature of the outer surface of the container



A label is attached to the outer surface of the Accused Products. The label has a heat and combustion indicator described as "Hot Spot Technology" and "Do Not Touch When Red." The indicator changes color when the fuel is ignited and the outer surface of the container reaches a certain temperatures.



wherein the and heat combustion indicator is made from at least one thermochromatic material that reversibly undergoes metochromism when exposed increased to temperatures

The thermochromatic material on the heat and combustion indicator of the Accused products label changes to a red color when the temperature of the container is increased by the ignited fuel.



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and returns to its original color when exposed decreased temperatures.

The thermochromatic material on the heat and combustion indicator of the Accused Products label eventually changes back to the original color after the flame is extinguished.



IV. FIRST CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 6,694,912)

- 24. Plaintiff realleges and incorporates herein by reference the allegations stated in paragraphs 1–24 of this Complaint as if set forth fully herein.
- 25. Defendant has directly infringed at least Claim 1 of the '912 patent either literally or under the doctrine of equivalents by manufacturing, selling, offering for sale, and/or importing the Accused Products, in violation of 35 U.S.C. § 271(a).
- 26. Defendant's actions constitute willful and intentional infringement of the '912 patent. Defendant infringed the '912 patent with reckless disregard of Sterno's patent rights. Defendant knew of the '912 patent by, for example, the letter sent by Sterno on or about February 15, 2019. Upon information and belief, after obtaining knowledge of the '912 patent, Defendant continued to make, use, sell, offer for sale, and/or import the Accused Products. Defendant knew, or it was so obvious that Defendant should have known, that the Accused Products infringe the '912 patent.

27. Sterno has been damaged by Defendant's infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

V. PRAYER FOR RELIEF

WHEREFORE, Sterno prays for judgment in its favor and against LeoLight, including but not limited to, the following relief:

- 1. A judgment in favor of Sterno that Defendant has infringed one or more claims of the '912 Patent under 35 U.S.C. § 271;
- 2. A judgment in favor of Sterno that Defendant's infringement of the '912 patent has been willful;
- 3. A judgment awarding Sterno treble damages for Defendant's willful infringement under 35 U.S.C. § 285;
- 4. A judgment in favor of Sterno that this case is exceptional under 35 U.S.C. § 285 and awarding Sterno its attorney's fees;
- 5. A judgment and order requiring Defendant to pay Sterno damages adequate to compensate it for Defendant's infringement of the '912 patent, which damages in no event shall be less than a reasonable royalty for the use made of the inventions in the '912 Patent, including supplemental damages for any continuing post-verdict infringement up until the entry of judgment, with an accounting, as needed, and pre-judgment and post-judgment interest pursuant to 35 U.S.C. § 284;
- 6. A preliminary and permanent injunction enjoining Defendant, its respective officers, directors, agents, servants, employees and attorneys, and those persons in active concert or participation with Defendant, from infringing the '912 Patent in violation of 35 U.S.C. § 271;
- 7. A judgment in favor of Sterno, and against Defendant, that interest, costs, and expenses be awarded in favor of Sterno; and

1	8.	Any and a	ıll such	further relief as this Court may deem just and
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4				Respectfully submitted,
5				KNOBBE, MARTENS, OLSON & BEAR, LLP
6	Dated: July	, 17 2019		Ry: s/ Joshua Stowell
7	Dated. July	17,2017		By: s/ Joshua Stowell John B. Sganga, Jr. Joshua Stowell Brandon G. Smith
8				Brandon G. Smith
9				Attorneys for Plaintiff STERNO PRODUCTS, LLC
10				STERNOTRODUCTS, EEC
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JURY DEMAND Pursuant to Fed. R. Civ. P. 38(b), Plaintiff Sterno Products, LLC demands a trial by jury of all issues raised by this Complaint that are triable by jury. Respectfully submitted, KNOBBE, MARTENS, OLSON & BEAR, LLP Dated: July 17, 2019 By: s/ Joshua Stowell John B. Sganga, Jr. Joshua Stowell Brandon G. Smith Attorneys for Plaintiff STERNO PRODUCTS, LLC