

1 John B. Sganga, Jr. (Bar No. 116211)
 john.sganga@knobbe.com
 2 Joshua Stowell (Bar No. 246916)
 joshua.stowell@knobbe.com
 3 Brandon G. Smith (Bar No. 307676)
 brandon.smith@knobbe.com
 4 KNOBBE, MARTENS, OLSON & BEAR, LLP
 2040 Main Street
 5 Fourteenth Floor
 Irvine, CA 92614
 6 Phone: (949) 760-0404
 Facsimile: (949) 760-9502
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8 Attorneys for Plaintiff
 STERNO PRODUCTS, LLC
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10 UNITED STATES DISTRICT COURT
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

<p>12</p> <p>13 STERNO PRODUCTS, LLC, a Delaware limited liability company,</p> <p>14</p> <p style="text-align: center;">15 Plaintiff,</p> <p style="text-align: center;">16 v.</p> <p>17 PICO INC. F/K/A LEOLIGHT INC., a Canadian corporation,</p> <p>18</p> <p style="text-align: center;">19 Defendant.</p> <hr style="width: 35%; margin-left: 0;"/>	<p>) Case No. 5:19-cv-01124-CAS-SHK</p> <p>)</p> <p>) FIRST AMENDED COMPLAINT</p> <p>) FOR PATENT INFRINGEMENT</p> <p>)</p> <p>) DEMAND FOR JURY TRIAL</p> <p>)</p> <p>)</p> <p>)</p>
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1 Plaintiff Sterno Products, LLC (“Sterno” or “Plaintiff”), by and through
2 its undersigned attorneys, for its complaint against Defendant Pico Inc. f/k/a
3 LeoLight Inc. (“Pico,” “LeoLight” or “Defendant”), alleges as follows:

4 **I. JURISDICTION AND VENUE**

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

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

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

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

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

1 13. Upon information and belief, Defendant Pico Inc. f/k/a LeoLight
2 Inc. is a corporation organized and existing under the laws of Canada, with its
3 place of business at 503 Oakdale Rd., Toronto, ON, Canada M3N1W7.

4 14. Upon information and belief, Defendant has been making, using,
5 selling, offering for sale, and/or importing into the United States the Accused
6 Products, each of which used Defendant's purported "Hot Dot Technology." As
7 shown below, the Accused Products containing the "Hot Dot Technology"
8 infringe at least one of Sterno's patents (U.S. Patent No. 6,694,912 (the "'912
9 patent")).

10 15. On or about February 15, 2019, Sterno informed Defendant that the
11 Accused Products were infringing Sterno's '912 patent. Sterno provided a
12 detailed claim chart showing how the Accused Products met each limitation of
13 claim 1 of the '912 patent.

14 16. On or about March 11, 2019, Defendant responded to Sterno's
15 infringement notice. Defendant argued that it did not infringe the claims based
16 on an incorrect interpretation of the patents. Defendant also incorrectly claimed
17 that the '912 patent was invalid for indefiniteness.

18 17. Sterno responded to Defendant's letter on or about March 18, 2019.
19 Sterno explained that the non-infringement and invalidity positions set forth in
20 Defendant's March 11 letter lacked a plausible basis. Sterno reiterated its
21 demands from its February 15 letter, and noted that future sales constituted
22 willful infringement.

23 18. Defendant responded on or about March 26, 2019. In addition to
24 reiterating the same invalidity and non-infringement positions, Defendant
25 indicated that it did not continue to sell the Accused Products in the United
26 State. Defendant also indicated that it "ceased production of LeoLight chafer
27 canisters containing thermochromic dye."
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1 19. Upon information and belief, Defendant has made, used, sold,
2 offered for sale, and/or imported the Accused Products into the United States
3 since its March 11 letter. For example, Defendant continues to advertise the
4 Accused Products on the LeoLight brand website. A printout of the LeoLight
5 brand's website depicting some of the Accused Products as of June 14, 2019 is
6 attached as Exhibit 3.

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

9 20. Plaintiffs realleges and incorporates herein by reference the
10 allegations stated in paragraphs 1–19 of this Complaint as if set forth fully
11 herein.



12 21. Sterno is the owner of all right, title, and interest in U.S. Patent No.
13 6,694,912 (the "'912 patent"), entitled ThermoChromic Ink Safety Label for
14 Chafing Fuel Cans and Methods of Making the Same, which issued on February
15 24, 2004. A true and correct copy of the '912 patent is attached hereto as
16 Exhibit 1.

17 22. The '912 patent covers, among other things, a chafing fuel
18 container having a thermochromatic indicator that provides information about
19 the temperature of the outer surface of the container containing the chafing fuel.
20 These indicators are a safety mechanism for chafing fuel cans. In use, the metal
21 chafing fuel cans reach temperatures of up to 500° F. Many chafing fuel cans
22 burn ethanol as a fuel. Burning ethanol is invisible to the human eye, which
23 increases the risk of burns because users do not recognize that the container is
24 hot. The invention of the '912 patent enables users to determine whether the
25 chafing fuel container is hot without touching the container.

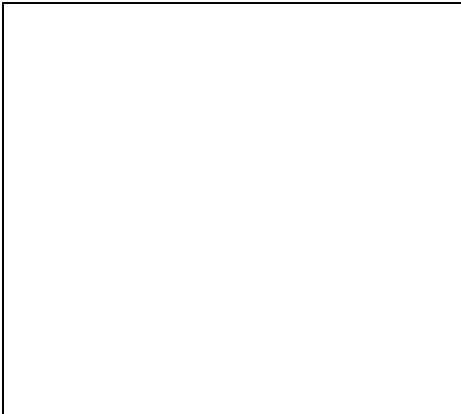
26 23. The table below illustrates, in a non-limiting manner, the Accused
27 Products' infringement of Claim 1 of the '912 patent.

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Claim 1 of the '912 patent	The Accused Products
<p>1. A chafing fuel container comprising:</p>	<p>The Accused Products are packaged in a chafing fuel container:</p> 
<p>at least one metallic side and a metallic bottom defining an interior space;</p>	<p>The Accused Products container has a metallic side and a metallic bottom defining an interior space.</p> 
<p>a combustible hydrocarbon chafing fuel disposed within the interior space that when ignited raises the temperature of the outside surface of the at least one metallic side to a point where burns would occur if the container were handled by unprotected skin;</p>	<p>Ethanol gel is a combustible hydrocarbon chafing fuel. Igniting ethanol gel will cause the metal container to heat up to temperatures that would cause burns to unprotected skin.</p>

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



1 and returns to its original
2 color when exposed to
3 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.



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11 **IV. FIRST CLAIM FOR RELIEF**

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

13 24. Plaintiff realleges and incorporates herein by reference the
14 allegations stated in paragraphs 1–24 of this Complaint as if set forth fully
15 herein.

16 25. Defendant has directly infringed at least Claim 1 of the '912 patent
17 either literally or under the doctrine of equivalents by manufacturing, selling,
18 offering for sale, and/or importing the Accused Products, in violation of 35
19 U.S.C. § 271(a).

20 26. Defendant's actions constitute willful and intentional infringement
21 of the '912 patent. Defendant infringed the '912 patent with reckless disregard
22 of Sterno's patent rights. Defendant knew of the '912 patent by, for example,
23 the letter sent by Sterno on or about February 15, 2019. Upon information and
24 belief, after obtaining knowledge of the '912 patent, Defendant continued to
25 make, use, sell, offer for sale, and/or import the Accused Products. Defendant
26 knew, or it was so obvious that Defendant should have known, that the Accused
27 Products infringe the '912 patent.

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8. Any and all such further relief as this Court may deem just and proper.

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

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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

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