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12 **Counsel for Plaintiff**

13 UNITED STATES DISTRICT COURT
14 FOR THE NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION

16 **ENCHANTED IP LLC,**

17 Plaintiff,

18 v.

19 **SUNVALLEYTEK INTERNATIONAL,
20 INC. D/B/A RAVPOWER,**

21 Defendant.

PATENT

Case No.

JURY TRIAL DEMANDED

22 **COMPLAINT FOR PATENT INFRINGEMENT**

23 Plaintiff, Enchanted IP LLC (“Enchanted” or “Plaintiff”), through its undersigned
24 attorneys, sues Defendant, Sunvalleytek International, Inc. d/b/a RAVPower (“RAVPower” or
25 “Defendant”), and alleges:

26 **NATURE OF THE ACTION**

27 1. This is an action for infringement of U.S. Patent No. 6,194,871, (“the ’871 patent”),
28 arising under the patent laws of the United States, Title 35, United States Code, 35 U.S.C. §§ 271

1 and 281. This action relates to the unauthorized making, using, offering for sale, selling, and/or
2 importing of unauthorized products that infringe the claims of the '871 patent. As set forth herein,
3 Plaintiff brings this action to enjoin Defendant from infringing the '871 patent and to recover all
4 damages associated with the infringement of the '871 patent, including attorneys' fees and costs.

5 **PARTIES**

6 2. Enchanted is a corporation organized and existing under the laws of the State of
7 Texas, with its principal place of business at 6205 Coit Rd, Ste 300 - 1030, Plano, TX 75024-
8 5474.
9

10 3. Upon information and belief, RAVPower is a corporation organized and existing
11 under the laws of the State of California, having a headquarters principal place of business at
12 46724 Lakeview Boulevard, Fremont, CA 94538. Upon information and belief, RAVPower also
13 has a principal place of business at 2228 Junction Ave, San Jose, CA 95131.

14 **JURISDICTION AND VENUE**

15 4. This action arises under the patent laws of the United States, 35 U.S.C. §§ 100, et
16 seq, and this Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331
17 and 1338(a). Venue is proper in this Court under 28 U.S.C. §§ 1391, and 1400(b).
18

19 5. Upon information and belief, this Court has personal jurisdiction over RAVPower,
20 because, inter alia, RAVPower has a principal place of business in this district.

21 6. Upon information and belief, RAVPower regularly and continuously transacts
22 business within the State of California, including availing itself of the privilege of conducting
23 business in the State of California by developing, manufacturing, marketing, and/or selling its
24 RAVPower products there for use by California citizens. Upon information and belief,
25 RAVPower derives substantial revenue from its sales including residents in the State of California.
26 For instance, RAVPower offers its products for sale online to customers, including customers in
27
28

1 California. See [https://www.ravpower.com/p/ravpower-slim-10000mah-portable-charger-with-qc-](https://www.ravpower.com/p/ravpower-slim-10000mah-portable-charger-with-qc-3.0.html)
2 3.0.html.

3 7. Upon information and belief, RAVPower will directly and/or through its employees
4 or agents, and/or its customers, uses products, as defined below, that contain each and every
5 element of at least one claim of the '871 patent with the knowledge and/or understanding that such
6 products are used or will be used in this District. For example, Defendant offers the accused
7 product to customers in California through its website. See *id.* Upon information and belief,
8 Defendant has engaged in substantial and not isolated activity within the district. For these
9 reasons, exercise of jurisdiction over Defendant is proper and will not offend traditional notions of
10 fair play and substantial justice.

12 8. Regarding at least some of its activities, Defendant solicits business from and
13 markets its products to consumers within California by providing a product that verifies an
14 assignment of a user, as described in the '871 patent.

16 9. In addition to Defendant's continuously and systematically conducting business in
17 California, the causes of action against Defendant are connected (but not limited) to Defendant's
18 purposeful acts committed in the State of California including Defendant's use of a charge and
19 discharge control circuit for an external secondary battery, as described in the '871 patent.

20 10. Defendant is a company that has a regular and established presence in the district
21 and makes and uses a product that is a charge and discharge control circuit for an external
22 secondary battery that meets each and every claims of at least claim of the '871 patent.

24 11. For the reasons set forth above, venue is proper in this judicial district under both
25 28 U.S.C. § 1400(b) because Defendant has committed acts of infringement and has a regular and
26 established place of business in this district.

27 **BACKGROUND**

1 12. On February 27, 2001, the United States Patent and Trademark Office (“USPTO”)
2 duly and legally issued the ’871 patent, entitled “Charge and discharge control circuit and
3 apparatus for secondary battery” after a full and fair examination. See Exhibit A.

4 13. Enchanted is presently the owner of the patent, having received all right, title and
5 interest in and to the ’871 patent from the previous assignee of record. Therefore, Enchanted, as
6 the owner of the entire right, title and interest in the ’871 patent, possesses the right to sue for
7 infringement of the ’871 patent to recover past and present damages, as well as seek an injunction
8 or reasonable royalties against future infringement.
9

10 **THE ’871 PATENT**

11 14. The ’871 patent contains a total of eighteen (18) claims: two (2) independent claims
12 and sixteen (16) dependent claims.

13 15. The ’871 patent claims a charge and discharge control circuit for an external
14 secondary battery.

15 16. Defendant commercializes, inter alia, charge and discharge control circuit for an
16 external secondary battery that include each and every element and/or performs each and every
17 step of at least one claim of the ’871 patent
18

19 17. The ’871 patent will expire no earlier than April 24, 2020.

20 18. The ’871 patent discloses and claims, in part, an invention that “relates to a charge
21 and discharge control circuit and an apparatus for preventing overcharge and overdischarge in a
22 secondary battery pack such as a lithium-ion secondary battery used in various types of portable
23 equipment. The present invention particularly relates to a charge and discharge control circuit and
24 an apparatus which are optimum in view of battery life and ensuring the safety of a battery.” See
25 Exhibit A at Col. 1, lines 8-14.
26

27 19. The invention disclosed and claimed in the ’871 patent solved at least one technical
28

1 issue associated with the art of battery life and battery safety. For example, the invention provides
2 “a charge and discharge control circuit an apparatus for a secondary battery capable of
3 simultaneously solving the two problems in conformity with each other, i.e., preventing a battery
4 from being erroneously charged by another battery pack even if a plurality of battery packs are
5 connected in parallel and, at the same time, recharging the battery even after battery voltage is
6 completely discharged.” See *id.* at Col. 4, lines 39-46. As such, the invention disclosed and
7 claimed in the ’871 patent represents a technical solution to a problem charging and discharging of
8 battery technology.
9

10 **INFRINGEMENT BY RAVPOWER AND ITS CUSTOMERS**

11 20. The accused products include, but are not limited to, RAVPower’s Powerbank
12 product (“the Accused Products”). RAVPower makes, offers for sale, sells, and/or imports the
13 Accused Product. This constitutes direct infringement by RAVPower of the claims. See Exhibit
14 A.


15 21. The Accused Product has all of the elements recited in claim 1 of the ’871 patent.
16 <https://www.ravpower.com/p/ravpower-slim-10000mah-portable-charger-with-qc-3.0.html>.

17 22. Specifically, the Accused Product is an external battery-based power supply that
18 comprises a charge and discharge control circuit (e.g., circuit for overcharge, short circuit, and
19 temperature protection) for an external secondary battery (e.g., a battery pack of a smartphone),
20 the charge and discharge control circuit making an external charge control switch nonconductive
21 (e.g., stopping the power bank from charging the device) based on an overcharge state of the
22 external secondary battery that is detected (e.g., a device that has a battery voltage outside the
23 protection range) and interrupting a charge operation of the external secondary battery. *Id.*; see
24 also <https://www.RAVPower.com/us/p/P-F7U021/>; <https://www.ravpower.com/p/ravpower-slim-10000mah-portable-charger-with-qc-3.0.html>; <http://blog.ravpower.com/2018/10/leave-phone->
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1 connected-to-power-bank/; http://blog.ravpower.com/2018/09/busting-myths-about-power-banks/.

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Home > Power Banks > 10000mAh > Quick Charge 3.0 10000mAh Power Bank (aka Portable Charger)



Smart & Powerful

- iPhone 8 3.3 charges
- iPhone X 2.2 charges
- Samsung S8 2 charges
- iPad Air 1.1 charges

Quick Charge 3.0 10000mAh Power Bank (aka Portable Charger)

Model: RP-PB077-White

★★★★★ 4 Reviews

\$29.99 ~~\$34.99~~

- Ultra-Slim Design Matches iPhone's Thin Silhouette
- 3.5-4 hours with the Quick Charge 3.0 Input
- Powers Your Quick Charge 3.0 Devices 75% Faster
- High-density 10000mAh Li-polymer Battery
- 100% Safety Guarantee

Color:

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New Ultra-Slim Design: RAVPower's latest lineup of portable chargers packs more power in a smaller body that matches your iPhone's thin silhouette and superb hand feeling

Quicker Recharging: Fully refill the power bank in only 3.5-4 hours with the Quick Charge 3.0 input

Charges 75% Faster: Powers your Quick Charge 3.0 devices at unprecedented speeds; Note: External battery also charges non-QC compatible devices at standard speed

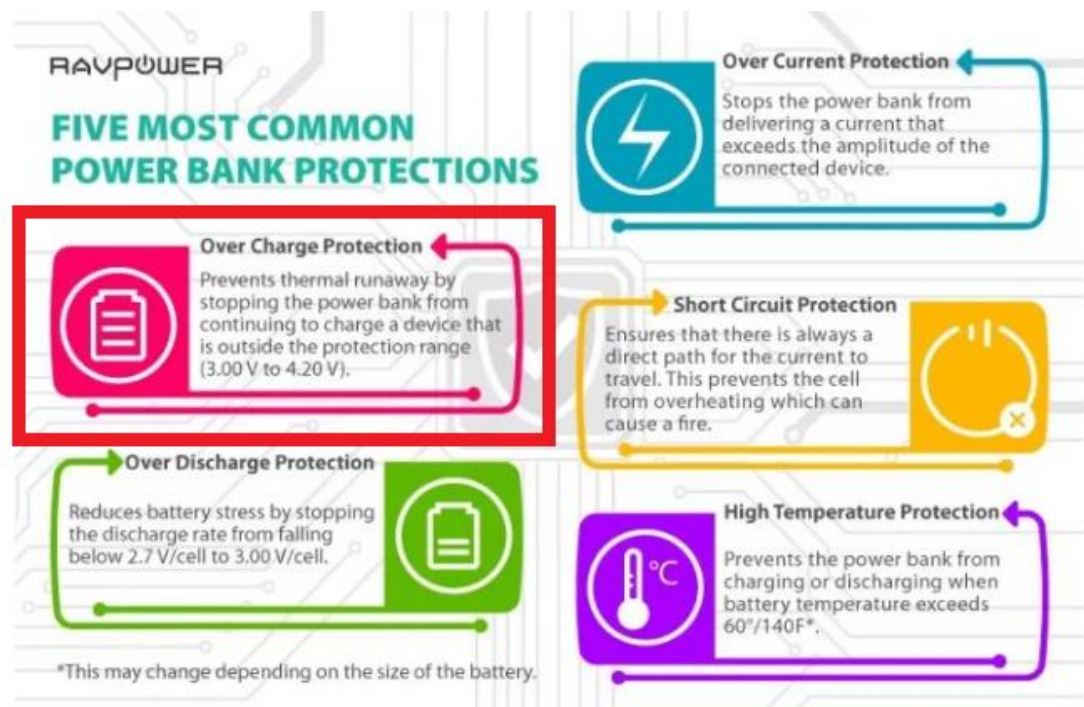
10000mAh Li-polymer Battery: High-density battery charges your iPhone X 2.2 times, iPhone 8 3.3 times, iPad mini 4 1.1 times, or Galaxy S8 twice

100% Safety Guarantee: Protected against overcharging, over discharging, overheating, and voltage surge

Overcharge Protection

That idea of a battery significantly degrading due to overcharging **was viable years back**. This however **doesn't apply to the modern devices and power banks**, at least if you use the right one.

Quality power banks feature **overcharge protection**. This is a form of technology that protects your phone battery from overcharging when connected to a power bank. It involves putting in place a power circuit that detects the upper limit of the terminal voltage. When the circuit realizes that your battery has reached its limit, **voltage is cut off**. This means that your power bank will not continue charging a full battery, averting the concern whether your phone is safe when connected to a power bank.



23. Upon information and belief, the Accused Product comprises a charge control element (e.g., circuit for overcharge, short circuit and temperature protection) for making the charge control switch conductive (e.g., automatically turns power on when connected to a device) when a first voltage not less than a predetermined voltage (e.g., minimum voltage required to identify connection of a device) is applied to a detection terminal for detecting whether a charger is connected thereto or not, thereby making the charge operation of the secondary battery possible.

1 <https://image.hootoo.com/s3/cHJvZC8yMDE4LzEwLzMwLzFjYzY5OWVIZDkucGRm;>

2 [https://www.ravpower.com/p/ravpower-slim-10000mah-portable-charger-with-qc-3.0.html.](https://www.ravpower.com/p/ravpower-slim-10000mah-portable-charger-with-qc-3.0.html)

3 **Charge Your Devices / Gerät Aufladen / Charger vos**
4 **appareils / Cargue sus Dispositivos / Ricaricare i**
5 **Dispositivi / ご使用の機器を充電します**

6 **EN** Plug in to automatically charge.
7 Not charging? Press the Power Button.

8 **DE** Ladeprozess beginnt nicht automatisch?
9 Drücken Sie den Powerknopf.

10 **FR** Branchez pour recharger automatiquement
11 Pas de recharge? Appuyez sur le bouton
12 d'allumage.

13 **ES** Enchufe para cargar automáticamente.
14 ¿No hay Carga? Presione el Botón de Encendido.

15 **IT** Connettere perché la ricarica cominci
16 automaticamente. Premere il Tasto d'
17 Accensione se la ricarica non comincia
18 automaticamente.

19 **JP** 本製品の USB ポートとご使用の機器を、ご使用
20 になる機器に対応した USB 充電ケーブルで接
21 続すると、自動的に充電が始まります。反応の
22 ない場合は、電源ボタンを押してください。

23 **Recharge Your Power Bank / Powerbank Aufladen /**
24 **Recharger votre Powerbank / Recargue su Bateria**
25 **Externa / Ricaricare il Caricatore Portatile /**
26 **バッテリー本体を充電します**

27 · Use a 2A adapter to achieve the fastest recharge.

28 · Verwenden Sie einen 2A Adapter, um schnellstmöglichen Ladeprozess zu erreichen.

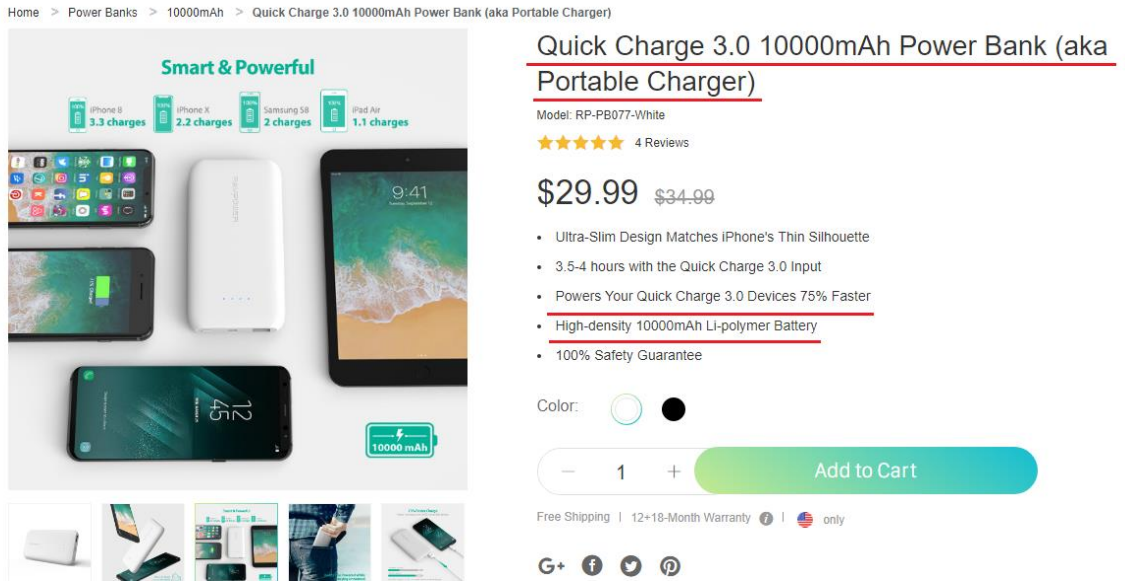
· Utilisez un adaptateur 2A pour une recharge la plus rapide possible.

· Utilice un adaptador de 2A para lograr la recarga más rápida.

· Utilizzare un adattatore da 2A per massimizzare la velocità di ricarica.

· 本体への充電時間が充電器の出力とケーブルの品質に左右されるので、急速充電を楽しめるには、出力 2A 又は 2A 以上の充電器をご使用ください。

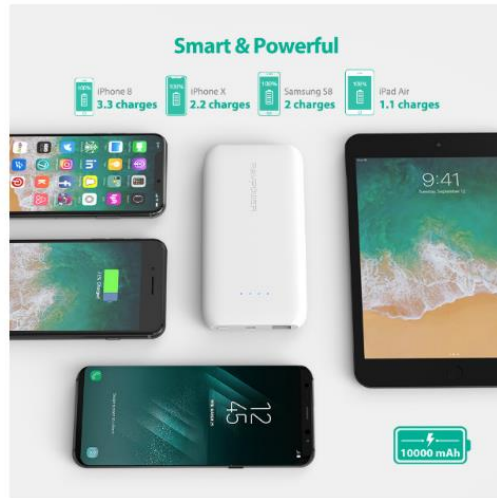




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24. The Accused Product comprises a charge control element (e.g., circuit for overcharge, short circuit and temperature protection) for making the charge control switch nonconductive (e.g., stopping the power bank from charging the device) when a second voltage not more than the predetermined voltage (e.g., voltage must be less than the overcharge detection threshold voltage) is applied to the detection terminal, thereby making the charge operation of the secondary battery (e.g., a battery pack of the device) impossible. Upon information and belief, in order to prevent a connected external device from overcharging, the accused product disconnects the charge control switch when the predetermined threshold voltage, or a voltage slight less than the said threshold is detected. <https://www.ravpower.com/p/ravpower-slim-10000mah-portable-charger-with-qc-3.0.html>; <http://blog.ravpower.com/2018/10/leave-phone-connected-to-power-bank/>.

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25. As shown in paragraphs 1 through 24 above, the Accused Product as installed on a mobile device contains all of the elements of at least claim 1 of the '871 patent. Defendant's Accused Product is enabled by invention described and claimed in the '871 patent.

COUNT I

(DIRECT INFRINGEMENT OF THE '871 PATENT BY RAVPOWER)

26. Each of the preceding paragraphs 1 through 25 are realleged and incorporated as if fully set forth.

27. In violation of 35 U.S.C. § 271, Defendant is now, and has been directly infringing the '871 patent.

28. Defendant has had knowledge of infringement of the '871 patent, or will have knowledge of infringement of the '871 patent upon the service of this Complaint. Defendant's infringement of the '871 patent will thus be knowing and intentional at least upon the service of this Complaint.

29. Defendant has directly infringed and continues to directly infringe at least claim 1 of the '871 patent by making, using, offering to sell, selling, and/or importing the Accused Product with a mobile device without authority in the United States. Defendant does not have a license or authorization to use any product covered by the claims of the '871 patent.

30. As a direct and proximate result of Defendant's direct infringement of the '871

1 patent, Plaintiff has been and continues to be damaged.

2 31. By engaging in the conduct described herein, Defendant has injured Enchanted and
3 is thus liable for direct infringement of the '871 patent, pursuant to 35 U.S.C. § 271(a).

4 32. As a result of Defendant's infringement of the '871 patent, Enchanted has suffered
5 monetary damages and is entitled to a monetary judgment in an amount adequate to compensate
6 for Defendant's past infringement, together with interests and costs.

7 33. If infringement of the '871 patent by RAVPower is not enjoined, Enchanted will
8 suffer substantial and irreparable harm now and in the future for which there is no adequate
9 remedy at law.

10
11 **DEMAND FOR JURY TRIAL**

12 34. Enchanted demands a trial by jury of all causes of action that are so triable.

13 **REQUEST FOR RELIEF**

14 WHEREFORE, Enchanted respectfully requests that this Court grant the following relief:

15 1. That Defendant be adjudged to have infringed the '871 patent directly, literally
16 and/or under the doctrine of equivalents;

17 2. An order permanently enjoining RAVPower, its affiliates, subsidiaries, and each of
18 its officers, agents, servants and employees, and those acting in privity or concert with it, from
19 making, using, offering to sell, or selling in the United States, or importing into the United States,
20 the Accused Product, any component of the Accused Product that constitutes a material part of the
21 claimed invention, or any product that infringes the '871 patent until after the expiration date of
22 the '871 patent, including any extensions and/or additional periods of exclusivity to which
23 Enchanted is, or becomes, entitled;

24 3. An award of damages pursuant to 35 U.S.C. §284 sufficient to compensate
25 Enchanted for the Defendant's past infringement and any continuing or future infringement up
26
27
28

1 until the date that Defendant is finally and permanently enjoined from further infringement,
2 including compensatory damages;

3 4. An assessment of pre-judgment and post-judgment interest and costs against
4 Defendant, together with an award of such interest, expert fees, and costs incurred during this
5 litigation, in accordance with 35 U.S.C. §284;

6 5. That Defendant's infringement after service of this Complaint is intentional and
7 knowing infringement and the assessment of three times the damages found for infringement after
8 service of this Complaint, in accordance with 35 U.S.C. §284;

9 6. That Defendant be directed to pay enhanced damages, including Enchanted's
10 attorneys' fees incurred during this litigation pursuant to 35 U.S.C. §285; and

11 7. Such further relief as this Court deems proper and just, including but not limited to
12 any appropriate relief under Title 35.
13

14
15 Dated: August 30, 2019

Respectfully submitted,

16
17 /s/ David A Chavous

/s/ Steven A. Nielsen

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