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NEUTRIK AG

14 **UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

15 NEUTRIK AG,

16 Plaintiff,

17 v.

18 ADJ PRODUCTS, LLC, and

19 NINGBO HAISHU DISTRICT XISHANG
20 ELECTRONIC CO., LTD. D/B/A
21 SEETRONIC NINGBO CO. LTD and
22 NINGBO HAISHU SEETRONIC
ELECTRONIC CO., LTD.,

23 Defendants.
24

Case No.

Judge:

COMPLAINT

DEMAND FOR JURY TRIAL

25 Plaintiff Neutrik AG, by their undersigned attorneys, hereby sets forth its Complaint
26 against Defendants ADJ Products, LLC, and Ningbo Haishu District Xishang Electronic Co., Ltd.
27 d/b/a Seetronic Ningbo Co. Ltd. and/or Ningbo Haishu Seetronic Electronics Co., and alleges as
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1 follows:

2 **THE PARTIES**

3 1. Plaintiff Neutrik AG (“Neutrik”) is a corporation organized under the laws of
4 Liechtenstein, with a principle place of business at Im alten Riet 143, 9494 Schaan, Principality of
5 Liechtenstein.

6 2. Upon information and belief, Defendant ADJ Products, LLC (“ADJ”) is a
7 California corporation with its principle place of business at 6122 S. Eastern Avenue, Commerce,
8 CA 90040.

9 3. Upon information and belief, Defendant Ningbo Haishu District Xishang
10 Electronic Co., Ltd. d/b/a Seetronic Ningbo Co. Ltd. and/or Ningbo Haishu Seetronic Electronics
11 Co. (“Seetronic”) is a corporation organized under the laws of China located at No. 567 Hexiao
12 East Road, Dongqiao Industrial Zone, Haishu District, China.

13 4. Upon information and belief, ADJ and Seetronic offer and sell products, including
14 those accused herein of infringement, to customers and/or potential customers located in
15 California and elsewhere in the United States.

16 5. Upon information and belief, Seetronic offers and sells connector products,
17 including those accused herein of infringement, to ADJ, and ADJ then incorporates such
18 connector products into ADJ cable products, including those cable products accused herein of
19 infringement, which are then offered and sold by ADJ to customers and/or potential customers
20 located in California and elsewhere in the United States.

21 **JURISDICTION AND VENUE**

22 6. Neutrik brings this action for patent infringement against ADJ and Seetronic under the
23 patent laws of the United States, 35 U.S.C. § 271 *et seq.*, and against ADJ under the Lanham Act,
24 15 U.S.C. § 1051, *et seq.*

1 7. This Court has subject matter jurisdiction over the claims in this Complaint that relate
2 to patent infringement pursuant to 28 U.S.C. §§ 1331, 1338(a) and 1367.

3 8. This Court also has subject matter jurisdiction over the claims in this Complaint that
4 relate to trademark infringement and federal unfair competition pursuant to 15 U.S.C. § 1121, and
5 28 U.S.C. §§ 1331 and 1338(a) & (b).

6 9. Additionally, this Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332, as the
7 parties are, respectively, citizens of a foreign state and this state, and the amount in controversy
8 exceeds \$75,000.

9 10. This Court has personal jurisdiction over ADJ because, upon information and
10 belief, it is a California corporation with its principal place of business in this District, is doing
11 business in California, purposefully avails itself of the privilege of conducting activities within
12 California, has contracted to supply goods or services in California, the claims at issue arise out of
13 its transaction of business and/or supplying goods and services directed to consumers residing
14 California, and/or ADJ has committed infringing acts outside of California causing injury to
15 Neutrik in California and/or ADJ regularly does or solicits business in California and/or derives
16 substantial revenue from goods used or services rendered in California and/or expects or
17 reasonably should expect its infringing conduct to have consequences in California and derives
18 substantial revenue from interstate commerce.

19 11. This Court has personal jurisdiction over Seetronic because, upon information and
20 belief, Seetronic has engaged in tortious acts that have had an effect in California, purposefully
21 avails itself of the privilege of conducting activities within California, engages in continuous and
22 systematic general business contacts with California, contracted to supply the accused goods to
23 California, including to ADJ located in California, deliberately and purposefully shipped the
24 infringing goods to ADJ in California and/or acted in concert with ADJ to deliberately and
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1 purposefully ship the accused products to ADJ to then be provided to California retailers such that
2 its active participation in supplying and shipping the accused products to California constitutes
3 purposeful availment of this forum, the claims at issue arise out of its transaction of business
4 and/or supplying goods directed to ADJ and consumers residing California and/or Seetronic has
5 committed infringing acts outside of California causing injury to Neutrik in California and/or
6 Seetronic regularly does or solicits business in California and/or derives substantial revenue from
7 the accused goods used and sold in California, including to ADJ, and/or expects or reasonably
8 should expect its infringing conduct to have consequences in California and derives substantial
9 revenue from interstate commerce.
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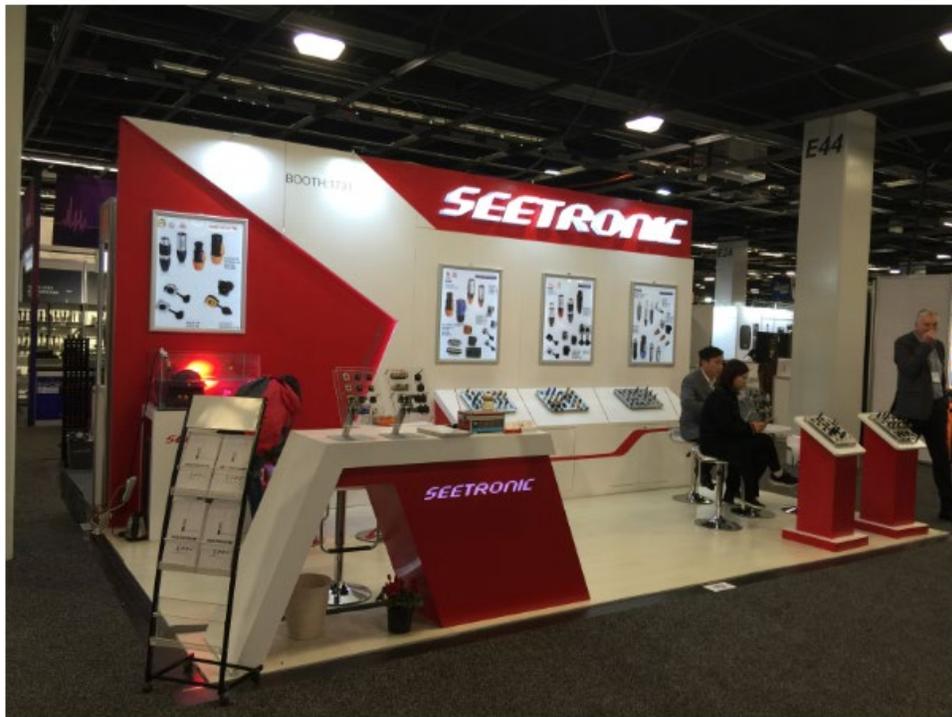
11 12. In addition, upon information and belief, Seetronic targets consumers in California
12 such as by offering its products, including those accused herein of infringement, for sale through
13 websites, such as Amazon.com, either directly or through other authorized intermediaries. *See*,
14 *e.g.*, Seetronic SKE6S-C6 WaterProof RJ45 Cable Carrier with zinc alloy cast housing and thread,
15 offered for sale on Amazon “by Seetronic” [https://www.amazon.com/Seetronic-SKE6S-C6-](https://www.amazon.com/Seetronic-SKE6S-C6-WaterProof-Carrier-housingand/dp/B018ZBA9S8/ref=sr_1_4?keywords=Seetronic&qid=1573754381&sr=8-4)
16 [WaterProof-Carrier-](https://www.amazon.com/Seetronic-SKE6S-C6-WaterProof-Carrier-housingand/dp/B018ZBA9S8/ref=sr_1_4?keywords=Seetronic&qid=1573754381&sr=8-4)
17 [housingand/dp/B018ZBA9S8/ref=sr_1_4?keywords=Seetronic&qid=1573754381&sr=8-4](https://www.amazon.com/Seetronic-SKE6S-C6-WaterProof-Carrier-housingand/dp/B018ZBA9S8/ref=sr_1_4?keywords=Seetronic&qid=1573754381&sr=8-4)
18 (Accessed on 11/14/2019). *See also* <https://www.amazon.com/s?k=Seetronic> (Accessed
19 11/14/2019).
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21 13. Seetronic also maintains a website www.seetronic.com in which is promotes its
22 connector and other products, such as at <http://www.seetronic.com/en/products.php>, which is
23 accessible by consumers within California.
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25 14. Further, upon information and belief, Seetronic targets and reaches out to
26 consumers in California and through promotional activities intended to showcase its products,
27 stimulate consumer demand, and lead to the sale of its products in California, including those
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1 accused herein of infringement. As one example, Seetronic, either directly or through its agents,
2 establishes a sales presence at tradeshows in the United States, including for example at the 2018
3 NAMM Show at the Anaheim Convention Center in Anaheim, CA, held in late January 2018,
4 which is an annual trade show for music products, professional audio, and the tech industry, where
5 Seetronic had a display booth (Booth 1731), as shown and promoted on its website
6 <http://www.seetronic.com/en/newsd.php?gid=0&nid=137> (reciting “2018-01 Namm Shown In
7 USA”), and where Seetronic, information and belief, shows and offers its connector products to
8 California companies and consumers.
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10 2018-01 Namm Show In USA



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15. On information and belief, Seetronic also attends either directly or through its agents the Live Design Show (“LDI Show”) held at the Las Vegas Convention Center in Las Vegas, NV, in which Seetronic is presently listed as an exhibitor in 2019 with a booth, with LDI being an industry trade show for live design professionals in the fields of lighting, sound, projection, staging and truss, and special effects, and where Seetronic, on information and belief, will show and offer its connector products to California companies and consumers, including to ADJ, who is also listed as attending the 2019 LDI Show as an exhibitor with a booth, and will showcase its connector products. See, e.g., LDI Show website, listing “Seetronic Ningbo Co. Ltd.” as exhibitor at booth 1466, <https://www.ldishow.com/ldi19/public/Exhibitors.aspx?Index=S&ID=1071846&sortMenu=109000#> and

1 [https://www.ldishow.com/ldi19/public/eBooth.aspx?IndexInList=0&FromPage=Exhibitors.aspx&](https://www.ldishow.com/ldi19/public/eBooth.aspx?IndexInList=0&FromPage=Exhibitors.aspx&ParentBoothID=&ListByBooth=true&BoothID=1410891)
2 [ParentBoothID=&ListByBooth=true&BoothID=1410891](https://www.ldishow.com/ldi19/public/eBooth.aspx?IndexInList=0&FromPage=Exhibitors.aspx&ParentBoothID=&ListByBooth=true&BoothID=1410891), and LDI booth information of ADJ:
3 [https://www.ldishow.com/ldi19/public/eBooth.aspx?IndexInList=8&FromPage=Exhibitors.aspx&](https://www.ldishow.com/ldi19/public/eBooth.aspx?IndexInList=8&FromPage=Exhibitors.aspx&ParentBoothID=&ListByBooth=true&BoothID=1376650)
4 [ParentBoothID=&ListByBooth=true&BoothID=1376650](https://www.ldishow.com/ldi19/public/eBooth.aspx?IndexInList=8&FromPage=Exhibitors.aspx&ParentBoothID=&ListByBooth=true&BoothID=1376650) (accessed 11/14/2019).

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6 16. Upon information and belief, based on the LDI Show list of exhibitors, many other
7 companies based in California or having offices in California attend the LDI Show, including:
8 Allied Professional Technologies LLC, Rancho Santa Margarita, CA, booth 2637; Antari Lighting
9 & Effects USA, Corona, CA, booth 1011; Area Four Industries America, Thousand Oaks,
10 California, booth 1115; Armando Cases, Hesperia, CA, booth 655; JMAZ Lighting, City of
11 Industry, CA, booth 2815; Lex Products, Pacoima, CA, booth 2215; and USHIO America, Inc.,
12 Cypress, CA, booth 1368. See
13 [https://www.ldishow.com/ldi19/public/Exhibitors.aspx?Keyword=California&ID=1071846&sort](https://www.ldishow.com/ldi19/public/Exhibitors.aspx?Keyword=California&ID=1071846&sortMenu=109000)
14 [Menu=109000](https://www.ldishow.com/ldi19/public/Exhibitors.aspx?Keyword=California&ID=1071846&sortMenu=109000) (accessed 11/16/19).

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16 17. Venue in this District is proper pursuant to 28 U.S.C. §§ 1391 and 1400 as to ADJ,
17 which, upon information and belief, resides in this District, and has committed acts of
18 infringement and has a regular and established place of business in this District.

19 18. Venue in this District is proper pursuant to 28 U.S.C. § 1391(c)(3) as to Seetronic,
20 to the extent it is not a resident of the United States and is a foreign corporation, in that that venue
21 for foreign corporations is governed by the general venue statute, which provides that “a defendant
22 not resident in the United States may be sued in any judicial district.” 28 U.S.C. § 1391(c)(3).
23 Venue in this District is also proper pursuant to 28 U.S.C. § 1391(c)(3) as to Seetronic pursuant to
24 28 U.S.C. § 1391(b)(2) since a substantial part of the events or omissions giving rise to the claim
25 occurred in this District.
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1 meet each element of at least one claim, both literally and equivalently) and continue to do so, for
2 example, by Seetronic offering infringing connectors, and ADJ selling infringing products
3 incorporating such Seetronic connectors, that infringe one or more claims of the '248 Patent.

4 26. ADJ and Seetronic's infringement arise out of the same transaction, occurrence,
5 and series of transactions or occurrences relating to the making, using, importing into the United
6 States, offering for sale, or selling of the same accused products, using Seetronic connectors, that
7 infringe the '248 Patent, and questions of fact common to ADJ and Seetronic will arise in the
8 action.
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10 27. As one example, on information and belief, ADJ offers its products through sellers,
11 such as B&H Photo, under the name "American DJ" and includes the offer and sale of infringing
12 CAT6 cable products with Seetronic connectors sold under the names: "American DJ
13 Cat6Ip11.64Ft *Seetronic* Ske6S-C6 Dbl En"; "American DJ Cat6Ip1616Ft *Seetronic* Ske6S-C6
14 Dbl End"; and "American DJ Cat6Ip22Ft *Seetronic* Ske6S-C6 Dbl End":
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The image displays three product listings for American DJ Cat6 cables. Each listing consists of a product image on the left, a title and description in the middle, and a purchase box on the right. The first listing is for a 11.64-foot cable priced at \$20.99. The second listing is for a 16-foot cable priced at \$26.99. The third listing is for a 22-foot cable priced at \$20.99. All listings include a 'Special Order' warning, a 'Calculate Shipping' button, and 'Add to Cart' and 'Add to Wish List' buttons.

https://www.bhphotovideo.com/c/search?sts=ma&fct=fct_brand_name%7camerican-dj&N=0&Ntt=CAT6 (accessed 11/16/19).

28. In addition, upon information and belief, Seetronic has imported infringing connector products into the United States, including for sale to ADJ, and continues to do so.

29. ADJ and Seetronic have infringed the '248 Patent in violation of 35 U.S.C. § 271(a) by using, selling, and/or offering for sale in the United States, and/or importing into the United States, without authorization, products that infringe all of the elements of at least claim 1 of the '248 Patent literally or under the doctrine of equivalents, without authorization.

30. Upon information and belief, the following Seetronic connector products, which infringe the '248 Patent, include, but are not limited to: Seetronic SE8MC-1, SAC3MX, SAC3FX, SC3MXX-BG, SC3FX, SC3MX.

1 31. Upon information and belief, the following ADJ products, which infringe the '248
2 Patent, and in many cases incorporate one or more of accused Seetronic connector products (as
3 noted below), include, but are not limited:

4 **ADJ/Seetronic IP65 power cables:** TRU064 1.64FT IP65 Seetronic True 1 CBL; SIP064 1.64FT
5 IP65 POWER LINK CABLE; TRU100 TRU1PCIA PWRCON TRUE1 TO STD BLUE IN;
6 SIP100 SIP1PCIA IP65 to STD PWRCON BLUE IN; TRU113 3FT IP65 Seetronic True 1 CBL;
7 SIP113 3FT IP65 POWER LINK CABLE; TRU120 TRU1PCOA PWRCON TRUE1 TO STD
8 SIP113 3FT IP65 POWER LINK CABLE; TRU120 TRU1PCOA PWRCON TRUE1 TO STD
9 WHITE OUT; SIP120 SIP1PCOA IP65 TO STD PWRCON WHITE OUT; TRU126 5FT IP65
10 Seetronic True 1 CBL; SIP126 5FT IP65 POWER LINK CABLE; TRU139 10FT IP65 Seetronic
11 True 1 CBL; SIP139 10FT IP65 POWER LINK CABLE; TRU152 16FT IP65, Seetronic True 1
12 CBL; SIP152 16FT IP65 POWER LINK CABLE; TRU165 25FT IP65 Seetronic True 1 CBL;
13 SIP165 25FT IP65 POWER LINK CABLE; TRU178 50FT IP65 Seetronic True 1 CBL; SIP178
14 50FT IP65 POWER LINK CABLE; TRU191 100FT IP65 Seetronic True 1 CBL; SIP191 100FT
15 IP65 POWER LINK CABLE;
16 IP65 POWER LINK CABLE;

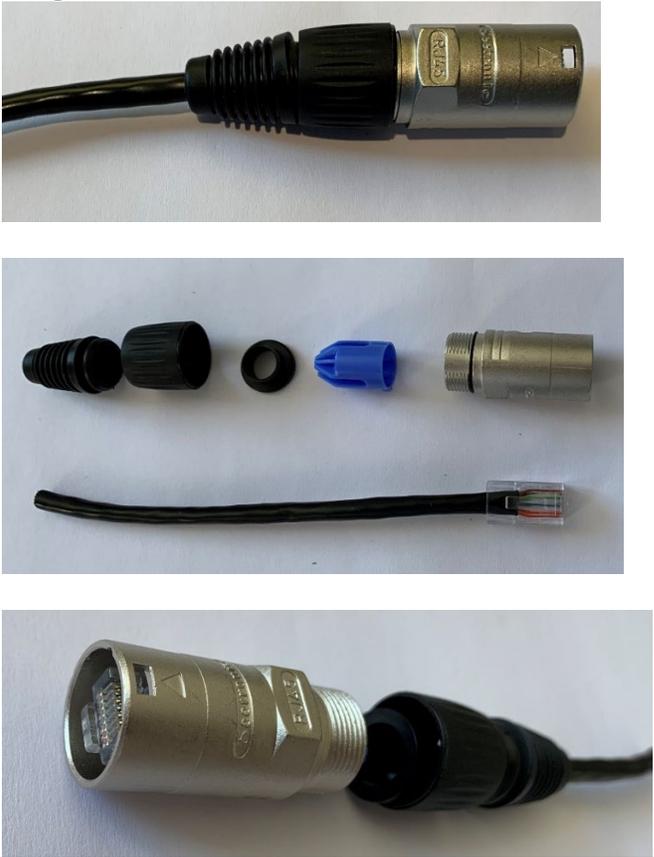
17 **ADJ/Seetronic Connector to Edison plugs:** TRU200 TRU1MPC10 10FT Seetronic to Edison
18 plug; SIP200 SIP1MPC10 10FT IP65 TO EDISON PLUG; TRU215 TRU1MPC15 15FT
19 Seetronic to Edison plug; SIP215 SIP1MPC15 15FT IP65 TO EDISON PLUG; TRU230
20 TRU1MPC25 25FT Seetronic to Edison plug; SIP230 SIP1MPC25 25FT IP65 TO EDISON
21 PLUG; TRU254 TRU1MPC50 50FT Seetronic to Edison plug; SIP254 SIP1MPC50 50FT IP65
22 TO EDISON PLUG; TRU271 TRU1MPC100 100FT Seetronic to Edison plug; SIP271
23 SIP1MPC100 100FT IP65 TO EDISON PLUG;
24 SIP1MPC100 100FT IP65 TO EDISON PLUG;

25 **ADJ Data Link (Data/Ethernet/RJ45) cables:** CAT303, CAT305, CAT310, CAT315, CAT325,
26 CAT350, CAT400, CAT502, CAT6-1, CAT6-16, CAT6-2, CAT6-25, CAT6-3, CAT6-5, CAT6-
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1 50, CAT6PRO10, CAT6PRO100, CAT6PRO15, CAT6PRO150, CAT6PRO200, CAT6PRO25,
 2 CAT6PRO50, CAT6PRO3; and

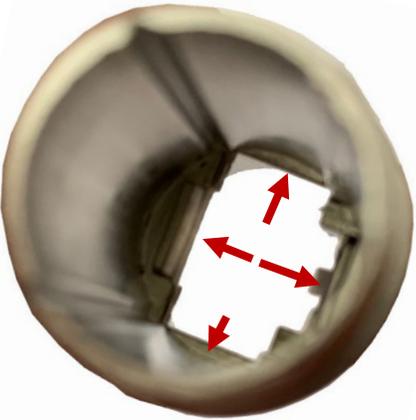
3 **ADJ Accu Cable Connectors:** ACXLR3PSET (set of 3-pin DMX connectors).

4 32. As one example, the following Seetronic SE8MC-1 connectors, and ADJ CAT6-1
 5 data cables, which upon information and belief use such Seetronic connectors at the ends of the
 6 cables, include each limitation of the following claims of the '248 Patent as follows:
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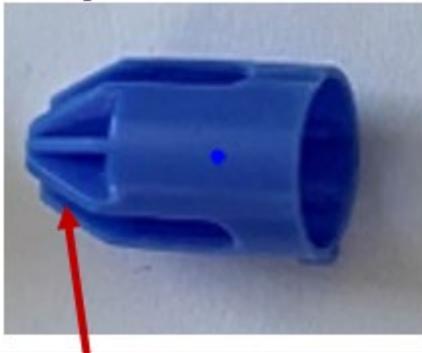
Claims of the '248 Patent	Seetronic SE8MC-1 Connectors, and ADJ CAT6-1 Cables
<p>8 1. A data connector assembly for 9 installation onto a multi-channel cable 10 end plug having terminals, the assembly 11 being formed to position the plug 12 terminals for direct electrical and 13 mechanical contact with mating 14 terminals in a receptacle and for locking 15 the connector assembly into the 16 receptacle, comprising:</p>	<p>The Seetronic connectors and ADJ cables include a data connector assembly for locking onto a receptacle</p> 
<p>17 a) a housing having positioning means 18 for positioning said multi-channel end 19 plug at a predetermined location within 20 said housing and having thread means 21 formed on a surface thereof,</p>	<p>The Seetronic connectors and ADJ cables include a housing with threading and positioning means to position the end plug at a predetermined location within the housing</p>

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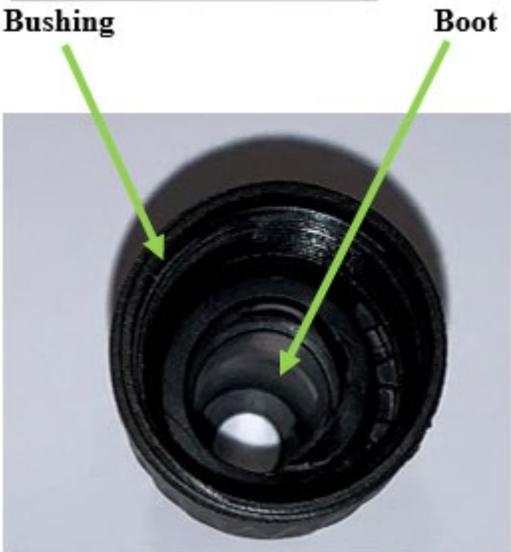
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Claims of the '248 Patent	Seetronic SE8MC-1 Connectors, and ADJ CAT6-1 Cables
	
<p>said positioning means including a transverse septum within said housing,</p>	<p>The positioning means including a transverse septum within the housing</p> 
<p>said plug being positioned such that said plug terminals can make direct contact</p>	<p>The plug is positioned so the terminals can make direct contact with mating terminals in the</p>

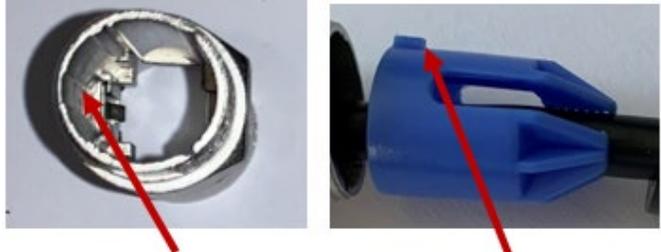
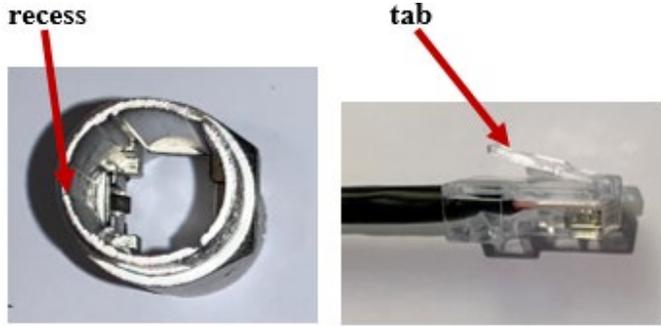
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Claims of the '248 Patent	Seetronic SE8MC-1 Connectors, and ADJ CAT6-1 Cables
<p>with said mating terminals in said receptacle through an open end of said housing;</p>	<p>receptacle</p> 
<p>b) a radially-compressible chuck for urging said multi-channel end plug to said predetermined location and for gripping said cable;</p>	<p>A radially-compressible chuck for urging the end plug to the predetermined location and for gripping the cable</p> 
<p>c) a tapered boot for radially compressing said chuck; and</p>	<p>A tapered boot portion (interior) for compressing the chuck</p>  <p>Boot</p>
<p>d) a threaded bushing for arresting said tapered boot and for mating to said threads on said housing in a threaded joint for compressing said bushing, boot, chuck, housing, and multi-channel end plug together to form said assembly.</p>	<p>The bushing includes threading that mates to the threading on the housing to compress the bushing, boot, chuck, housing, and multi-channel end plug together to form the assembly</p>

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Claims of the '248 Patent	Seetronic SE8MC-1 Connectors, and ADJ CAT6-1 Cables
	  
<p>2. An assembly in accordance with claim 1 wherein said housing is formed of die-cast metal.</p>	
<p>4. An assembly in accordance with claim 1 wherein said housing is provided with a first longitudinal groove and said chuck is provided with a mating first longitudinal rib for preventing relative rotation between said</p>	<p>The housing has a longitudinal groove, and the chuck has a mating longitudinal rib to prevent relative rotation between the housing and chuck</p>

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Claims of the '248 Patent	Seetronic SE8MC-1 Connectors, and ADJ CAT6-1 Cables
<p>housing and said chuck.</p>	
<p>5. An assembly in accordance with claim 1 wherein said multi-channel end plug is an RJ-45 connector.</p>	
<p>6. An assembly in accordance with claim 1 further comprising a recess in said housing for receiving a resilient tab of said cable connector and for retaining said resilient tab in a depressed position within said recess.</p>	<p>A recess is provided in the housing for receiving a resilient tab of the cable connector and retaining the tab in a depressed position within the recess</p> 
<p>7. An assembly in accordance with claim 1 further comprising a chassis receptacle for matably receiving said connector assembly to complete at least one electrical connection there-between.</p>	<p>A chassis receptacle matably receives the connector assembly to complete an electrical connection there-between</p> 

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Claims of the '248 Patent	Seetronic SE8MC-1 Connectors, and ADJ CAT6-1 Cables
	

33. As another example, the following Seetronic SC3FX and SC3MX IP65 connectors, and ADJ TRU139 and SIP139IP65 cables, which, upon information and belief use such Seetronic connectors at the ends of the cables, include each limitation of the following claims of the '248 Patent as follows:

Claims of the '248 Patent	Seetronic SC3FX, SC3MX Connectors, and ADJ TRU139, SIP139 Cables
<p>1. A data connector assembly for installation onto a multi-channel cable end plug having terminals, the assembly being formed to position the plug terminals for direct electrical and mechanical contact with mating terminals in a receptacle and for locking the connector assembly into the receptacle, comprising:</p>	<p>The Seetronic connectors and ADJ cables include a data connector assembly for locking onto a receptacle</p> 
<p>a) a housing having positioning means for positioning said multi-channel end plug at a predetermined location within said housing and having thread means</p>	<p>The Seetronic connectors and ADJ cables include a housing with threading and positioning means to position the end plug at a predetermined location within the housing</p>

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Claims of the '248 Patent	Seetronic SC3FX, SC3MX Connectors, and ADJ TRU139, SIP139 Cables
<p>formed on a surface thereof,</p>	 
<p>said positioning means including a transverse septum within said housing,</p>	<p>The positioning means including a transverse septum within the housing</p> 
<p>said plug being positioned such that said plug terminals can make direct contact with said mating terminals in said receptacle through an open end of said housing;</p>	<p>The plug is positioned so the terminals can make direct contact with mating terminals in the receptacle</p> 
<p>b) a radially-compressible chuck for urging said multi-channel end plug to said predetermined location and for gripping said cable;</p>	<p>A radially-compressible chuck for urging the end plug to the predetermined location and for gripping the cable</p>

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Claims of the '248 Patent	Seetronic SC3FX, SC3MX Connectors, and ADJ TRU139, SIP139 Cables
	
<p>c) a tapered boot for radially compressing said chuck; and</p>	<p>The combined tapered bushing/boot includes a tapered boot portion (interior) for compressing the chuck</p> 
<p>d) a threaded bushing for arresting said tapered boot and for mating to said threads on said housing in a threaded joint for compressing said bushing, boot, chuck, housing, and multi-channel end plug together to form said assembly.</p>	<p>The combined bushing/boot includes threading that mates to the threading on the housing to compress the bushing/boot, chuck, housing, and multi-channel end plug together to form the assembly</p> 
<p>4. An assembly in accordance with claim 1 wherein said housing is provided with a first longitudinal groove and said chuck is provided with a mating first longitudinal rib for preventing relative rotation between said housing and said chuck.</p>	<p>The housing has a longitudinal groove, and the chuck has a mating longitudinal rib to prevent relative rotation between the housing and chuck</p> 
<p>6. An assembly in accordance with claim 1 further comprising a recess in said housing for receiving a resilient tab</p>	<p>A recess is provided in the housing for receiving a resilient tab of the cable connector and retaining the tab in a depressed position within the recess</p>

Claims of the '248 Patent	Seetronic SC3FX, SC3MX Connectors, and ADJ TRU139, SIP139 Cables
<p>1 of said cable connector and for retaining 2 said resilient tab in a depressed position 3 within said recess. 4 5</p>	
<p>6 7. An assembly in accordance with 7 claim 1 further comprising a chassis 8 receptacle for matably receiving said 9 connector assembly to complete at least 10 one electrical connection therebetween. 11 12</p>	<p>A chassis receptacle matably receives the connector assembly to complete an electrical connection therebetween</p> 
<p>13 8. An assembly in accordance with 14 claim 7 wherein said housing is 15 provided with a second longitudinal 16 groove and said receptacle is provided 17 with a mating second longitudinal rib 18 for properly orienting said multi-channel 19 end plug with respect to said receptacle 20 during insertion of said assembly into 21 said receptacle. 22</p>	<p>The housing has longitudinal groove and the receptacle has a mating longitudinal rib to orient the end plug during insertion</p> 

23

24 34. On information and belief, since late June of 2019, ADJ has known that its

25 activities concerning the accused products infringed the '248 Patent. For example, ADJ received a

26 letter sent on June 20, 2019, from Neutrik putting ADJ on notice of its infringement of the '248

27 Patent by products sold under one or more of the names “American DJ IP65 True 1 Cable,”

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1 “TRU1-MPCxx IP65 Rated Power Link Cables,” “TRUE 1 IP65 Rated Power Link Cables,” and
2 putting ADJ on notice of ADJ’s infringement of Neutrik’s registered U.S. Federal Trademark
3 Registration No. 3,914,231 for the mark TRUE1.

4 35. After correspondence between counsel for the parties, Neutrik provided a claim
5 chart on August 12, 2019, detailing the infringement by ADJ, and no further response was
6 received after several follow-up letters were sent to ADJ’s counsel.
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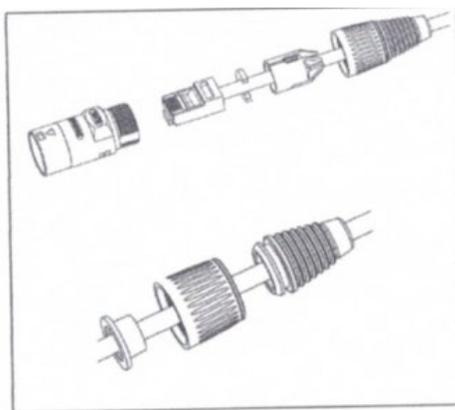
8 36. At least as early as April 2019, Neutrik made Seetronic aware by a letter dated
9 March 28, 2019, of numerous IP rights of Neutrik, including Neutrik’s European Patent
10 EP 1 317 025 B1, which is the EP counterpart to the asserted ’248 Patent, and of Neutrik’s
11 position that Seetronic connectors were infringing this EP patent, among others, of Neutrik.

12 37. On October 23, 2019, Neutrik also sent a proposed Cease and Desist Undertaking
13 between Seetronic and Neutrik, with an Annex 1, that identified the following Seetronic
14 connectors as covered by EP 1 317 025 B1 in Germany, Spain, France, United Kingdom and/ or
15 Italy and, in the U.S., at least claim 1 of the ’248 Patent in this action: SC3FXX, SC3FXX-B,
16 SC3FXX-BG, SC3FXX-W, SC5FXX, SC5FXX-B, SC5FXX-BG, SC5FXX-W, SC3MXX,
17 SC3MXX-B, SC3MXX-BG, SC3MXX-W, SC5MXX, SC5MXX-B, SC5MXX-BG, SC5MXX-
18 W, SC4FXX-W-B, SC4MXX-W-B, SE8MC-1, SE8MCNS-03, SE8MC-B-1, SE8MC-02,
19 SE8MC-05, SAC3FCB-N-W, SAC3FCA-N-W, SAC3FCA.
20

21 38. On April 2, 2019, Seetronic executed a settlement Agreement with Neutrik that was
22 extended through May 13, 2019, to reach a final settlement, and during which time a final
23 settlement Agreement was reached on April 22, 2019, and which settlement Agreement covered
24 sales of certain Seetronic products listed in an Annex A throughout Europe, which included, inter
25 alia, EP 1 317 025 B1, the EP counterpart of the asserted ’248 Patent.
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1 39. On May 11, 2019, Seetronic entered into a “Cease and desist undertaking” with
2 Neutrik covering sales by Seetronic within Germany, the EU and the UK, as to certain cable
3 connectors that Neutrik asserted had infringed on its IP.

4 40. On August 13, 2019, Seetronic entered into another “Cease and desist
5 undertaking” with Neutrik, that also covered Seetronic sales into the US, among other
6 jurisdictions, of cable connectors shown in the following figure of Section 1.d) of the undertaking,
7 which include, on information and belief, Seetronic connectors accused in this action, including
8 the accused Seetronic SE8MC-1 connector:
9



17 41. Neutrik has been damaged as the result of ADJ’s and Seetronic’s willful
18 infringement.

19 42. Upon information and belief, ADJ and Seetronic will continue to infringe the ’248
20 Patent unless and until they are enjoined by this Court.

21 43. ADJ and Seetronic have caused and will continue to cause Neutrik irreparable
22 injury and damage by infringing the ’248 Patent.

23 44. Neutrik will suffer further irreparable injury, for which it has no adequate remedy
24 at law, unless and until ADJ and Seetronic are enjoined from infringing the ’248 Patent.

25 45. Plaintiff Neutrik has and will continue to suffer harm due to Defendants ADJ and
26 Seetronic’s infringing acts, thereby justifying an award of damages in an amount adequate to
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1 compensate Neutrik for Defendants ADJ and Seetronic's infringement as provided in 35 U.S.C.
2 § 284.

3 46. Upon information and belief, Defendants ADJ and Seetronic's infringement of the
4 '248 Patent has been willful, thereby justifying treble damages and attorneys' fees, including under
5 35 U.S.C. §§ 284 and 285.

6 47. As a result of Defendants ADJ and Seetronic's infringement of the '248 Patent,
7 Neutrik has suffered and will continue to suffer irreparable injury, thereby also justifying
8 permanent injunctive relief.

9
10 **COUNT 2 – FEDERAL TRADEMARK INFRINGEMENT BY ADJ**
11 **15 U.S.C. § 1114**

12 48. The foregoing paragraphs are incorporated by reference as if fully set forth herein.

13 49. Neutrik owns all rights, title and interests in and to U.S. Federal Trademark
14 Registration No. 3,914,231, registered on February 1, 2011, for the mark TRUE1 for "Electrical
15 and electronic contacts and connecting elements, plug connectors, plugs for electrical connecting
16 lines" in Class 9 ("the TRUE1 Mark").

17 50. A true and correct copy of the registration certificate for the TRUE1 Mark is
18 attached as **Exhibit 2**.

19 51. Neutrik owns all rights, title and interests in and to U.S. Federal Trademark
20 Registration No. 2,133,744, registered on February 3, 1998, for the mark POWERCON for
21 "Electrical connectors for audio installations," in Class 9 ("the POWERCON Mark").

22 52. A true and correct copy of the registration certificate for the POWERCON Mark is
23 attached as **Exhibit 3**.

24 53. The certificates of registration of these marks are *prima facie* evidence of the
25 validity of the registered marks and of the registration of the marks, of Neutrik's ownership of the
26

1 marks, and of the Neutrik's exclusive right to use the registered marks in commerce on or in
2 connection with the goods or services specified in the certificates.

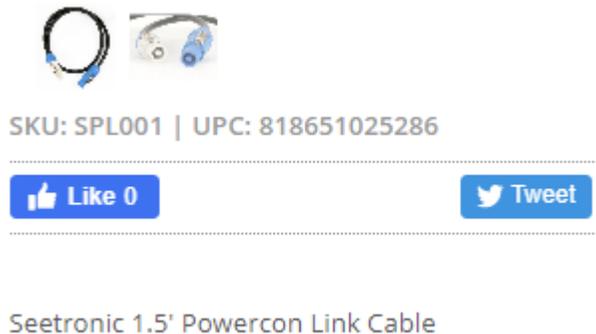
3 54. For the TRUE1 Mark, a combined Section 8 and 15 Declaration was filed on
4 December 16, 2016, and accepted and acknowledged on February 23, 2017, such that the TRUE1
5 mark now has incontestable status under Section 15 of the Lanham Act, 15 U.S.C. § 1065.
6

7 55. For the POWERCON mark, a combined Section 8 and 15 Declaration was filed on
8 October 16, 2017, and accepted and acknowledged on October 20, 2017, such that the
9 POWERCON mark now has incontestable status under Section 15 of the Lanham Act, 15 U.S.C.
10 § 1065

11 56. ADJ has undertaken activities in connection with the sale and promotion of its
12 products that are likely to cause consumer confusion as to the source or origin of its goods.
13

14 57. ADJ sells connectors and cables in commerce, including electrical and electronic
15 contacts and connecting elements, plug connectors, plugs for electrical connecting lines, that are
16 identified with trademarks, including the POWERCON Mark and the TRUE1 Mark, and
17 confusingly similar marks thereto, including the following marks: TRUE1, TRU1, TRU, TRU1x,
18 and Seetronic True 1 (ADJ's "TRUE 1/TRU1/TRU Marks").

19 58. ADJ also displays and offers cable products, such as the SPLC1, SKU SPL001,
20 which ADJ shows on its website as "Seetronic 1.5' *Powercon* Link Cable":
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28 <https://www.adj.com/splc1> (accessed 11/16/19).

1 59. Upon information and belief, ADJ has also offered and sold at least the following
2 products that use and infringe Neutrik's POWERCON Mark: TRU100 TRU1PCIA **PWRCON**
3 TRUE1 TO STD BLUE IN; TRU120 TRU1PCOA **PWRCON** TRUE1 TO STD WHITE OUT.

4 60. As another example, as to the TRUE1 Mark, ADJ has displayed and offered cable
5 products such as the "TRU139, which ADJ showed on its website as
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7
8 **TRU139**



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17 <https://www.adj.com/tru139> (accessed 6/14/2019).

18
19 61. Upon information and belief, ADJ has also offered and sold at least the following
20 products that infringe Neutrik's TRUE1 trademark: **TRU064** 1.64FT IP65 Seetronic **True 1** CBL;
21 **TRU100 TRU1PCIA PWRCON TRUE1 TO STD BLUE IN**; **TRU113** 3FT IP65 Seetronic True
22 **1 CBL**; **TRU120 TRU1PCOA PWRCON TRUE1 TO STD WHITE OUT**; **TRU126** 5FT IP65
23 Seetronic **True 1 CBL**; **TRU139** 10FT IP65 Seetronic **True 1 CBL**; **TRU152** 16FT IP65,
24 Seetronic **True 1 CBL**; **TRU165** 25FT IP65 Seetronic **True 1 CBL**; **TRU178** 50FT IP65
25 Seetronic **True 1 CBL**; **TRU191** 100FT IP65 Seetronic **True 1 CBL**; **TRU200 TRU1MPC10**
26 **10FT** Seetronic to Edison plug; **TRU215 TRU1MPC15** 15FT Seetronic to Edison plug; **TRU230**
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1 **TRU1MPC25** 25FT Seetronic to Edison plug; **TRU254 TRU1MPC50** 50FT Seetronic to Edison
2 plug; **TRU271 TRU1MPC100** 100FT Seetronic to Edison plug.

3 62. Consumers are likely to mistakenly believe that Neutrik is the source of ADJ's
4 products bearing POWERCON and TRUE 1/TRU1/TRU Marks, or at a minimum, that Neutrik is
5 affiliated with, sponsored or has endorsed such products.

6 63. The likelihood of confusion, mistake, and deception created by ADJ's sale of the
7 infringing products is causing irreparable harm to Neutrik and the goodwill associated with its
8 POWERCON and TRUE1 brands, which it has built up over the past two decades years.

9 64. Upon information and belief, ADJ undertook the actions described herein with the
10 deliberate intent to create confusion as to the source, sponsorship, and quality of ADJ's products.

11 65. Upon information and belief, ADJ undertook the actions described herein to
12 mislead consumers into believing that Neutrik has endorsed, sponsored, or is somehow associate
13 with the products identified with the POWERCON and TRUE 1/TRU1/TRU Marks.

14 66. Upon information and belief, ADJ adopted the POWERCON and
15 TRUE 1/TRU1/TRU Marks to, at a minimum, call to mind the POWERCON and TRUE1 Marks
16 and Neutrik's well-known connector products.

17 67. ADJ's conduct described herein is intentional, fraudulent, malicious, willful, and
18 wanton.

19 68. ADJ's conduct has injured Neutrik, and if not enjoined, will continue to injure
20 Neutrik.

21 69. Neutrik will suffer irreparable harm to its business reputation and the goodwill
22 associated with the POWERCON and TRUE1 marks because it has no control over ADJ's
23 products.
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1 70. ADJ's deceptive conduct is harming the public in addition to harming Neutrik and
2 the POWERCON and TRUE1 brands.

3 71. ADJ has used in commerce, without Neutrik's permission, the POWERCON and
4 TRUE 1/TRU1/TRU Marks in a manner that is likely to cause confusion or mistake or deceive
5 purchasers as to the source of ADJ's goods and/or cause consumers to mistakenly believe that
6 there is an affiliation, connection, approval, sponsorship or association of Neutrik and/or Neutrik's
7 goods, services and commercial activities, on the one hand, with ADJ and/or its respective goods,
8 services or commercial activities, on the other hand, including by ADJ using in commerce marks
9 that are substantially similar to the POWERCON and TRUE1 Marks on ADJ products.
10

11 72. ADJ's acts constitute infringement of the POWERCON and TRUE1 trademarks
12 under 15 U.S.C. § 1114.

13 73. As a direct and proximate result of ADJ's wrongful acts, Neutrik has suffered and
14 continues to suffer damage to its trademark rights, business reputation, and goodwill. Unless
15 restrained, ADJ will continue to use marks confusingly similar to the POWERCON and TRUE1
16 marks and will cause irreparable damage to Neutrik.
17

18 74. Neutrik has no adequate remedy at law and is entitled to an injunction restraining
19 ADJ, its respective officers, agents, and employees, and all persons acting in concert with ADJ,
20 from engaging in further acts of infringement.
21

22 75. Neutrik is further entitled to recover from ADJ the actual damages that it has
23 sustained and/or is likely to sustain as a result of ADJ's wrongful acts.

24 76. Neutrik is further entitled to recover from ADJ the gains, profits and advantages
25 that ADJ has obtained as a result of its wrongful acts.
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1 77. Because of the willful nature of ADJ's wrongful acts, Neutrik is entitled to an
2 award of exemplary damages under the common law, and treble damages, increased profits and its
3 reasonable attorneys' fees under 15 U.S.C. § 1117.

4 **COUNT 3 – FEDERAL UNFAIR COMPETITION BY ADJ**
5 **15 U.S.C. § 1125(a)**

6 78. The foregoing paragraphs are incorporated by reference as if fully set forth herein.

7 79. Neutrik owns all rights, title, and interests in and to the POWERCON and TRUE1
8 Marks.

9 80. ADJ has used in commerce marks that are substantially similar to the POWERCON
10 and TRUE1 Marks on ADJ products, including the POWERCON Mark and the
11 TRUE 1/TRU1/TRU Marks.
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13 81. ADJ's unlawful acts in appropriating rights in Neutrik's POWERCON and TRUE1
14 mark are and were intended to co-opt Neutrik's goodwill for ADJ's own pecuniary gain.

15 82. ADJ's use of the its POWERCON and TRUE 1/TRU1/TRU Marks, which are
16 confusingly similar to Neutrik's POWERCON and TRUE1 marks, has caused and is likely to
17 cause confusion as to the source of ADJ's products, all to the detriment of Neutrik.
18

19 83. ADJ's conduct as alleged herein, including its use of the POWERCON and
20 TRUE 1/TRU1/TRU Marks on ADJ products, constitutes a false designation of origin as such
21 conduct is likely to cause confusion and/or to deceive users and consumers as to the origin,
22 sponsorship, affiliation, connection, and/or association of Neutrik with ADJ's goods and/or
23 services.
24

25 84. ADJ's use of the POWERCON and TRUE 1/TRU1/TRU Marks is calculated and
26 intended to deceive and is likely to deceive consumers into believing that ADJ's products are
27 Neutrik's products and/or that Neutrik is associated with ADJ's products.
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1 85. ADJ is capitalizing on and profiting from the likely consumer confusion between
2 its use of the POWERCON and TRUE 1/TRU1/TRU Marks, on the one hand, and Neutrik's use
3 of its POWERCON and TRUE1 Marks, on the other hand, Neutrik does not now and has never
4 sponsored or approved or authorized ADJ's use of the POWERCON and TRUE 1/TRU1/TRU
5 Marks or other intellectual property.

6 86. ADJ's conduct is willful and deliberate and done with the intent to unfairly
7 commercially benefit from the goodwill associated with the POWERCON and TRUE1 Marks and
8 with Neutrik more generally.

9 87. The foregoing acts of ADJ constitute unfair competition in violation of Section
10 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

11 88. ADJ's unfair competition has caused and is causing great and irreparable harm and
12 damage to Neutrik, and unless permanently restrained and enjoined by this Court, such irreparable
13 harm will continue.

14 89. As a direct and proximate result of ADJ's wrongful acts, Neutrik has suffered and
15 continues to suffer damage to its trademark rights, business reputation and goodwill.

16 90. Unless restrained, ADJ will continue to use marks confusingly similar to the
17 POWERCON and TRUE1 Marks and will cause irreparable damage to Neutrik.

18 91. Neutrik has no adequate remedy at law and is entitled to an injunction restraining
19 ADJ, its respective officers, agents and employees, and all persons acting in concert with ADJ,
20 from engaging in further acts of infringement and unfair competition.

21 92. Neutrik is further entitled to recover from ADJ the actual damages that it sustained
22 and/or is likely to sustain as a result of ADJ's wrongful acts.

23 93. Neutrik is further entitled to recover from ADJ the gains, profits and advantages
24 that ADJ has obtained as a result of its wrongful acts.

1 94. Because of the willful nature of ADJ's wrongful acts, Neutrik is entitled to an
2 award of exemplary damages under the common law, and treble damages, increased profits and its
3 reasonable attorneys' fees under 15 U.S.C. § 1117.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Neutrik prays that this Court grant the following relief and judgment:

6 A. A determination that ADJ and Seetronic have infringed one or more claims of the
7 '248 Patent under 35 U.S.C. § 271, *et seq.*

8 B. An injunction permanently enjoining ADJ and Seetronic, and all parties acting in
9 concert with them, from further infringement of the '248 Patent;

10 C. Damages in an amount adequate to compensate Neutrik for ADJ's and Seetronic's
11 patent infringement pursuant to 35 U.S.C. § 284;

12 D. A determination that ADJ and Seetronic' patent infringement has been willful, and
13 an award of treble damages pursuant to 35 U.S.C. § 284;

14 E. A determination that this case is exceptional and an award to Neutrik of its
15 reasonable attorney's fees pursuant to 35 U.S.C. § 285;

16 F. A determination that Neutrik is entitled to pre-suit damages pursuant to 35 U.S.C. §
17 287;

18 G. A judgment preliminary and permanently enjoining ADJ, and all of its agents,
19 officers, employees, representatives, successors, assigns, attorneys, and all other persons acting
20 for, with, by, through or under authority from ADJ, or in concert or participation with ADJ, and
21 each of them, from: (a) using the POWERCON, PWRCON or TRUE 1/TRU1/TRU Marks or any
22 other marks that are confusingly similar to Neutrik's POWERCON and TRUE1 Marks, in
23 connection with the marketing, promotion, offering, rendering, sale or other use in commerce of
24 any product, in any manner that may cause confusion or mistake or may deceive the public into
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1 believing that such products originate with Neutrik or that there is any affiliation or connection
2 with Neutrik, and from otherwise competing unfairly with Neutrik; (b) assisting, aiding or abetting
3 any other person or entity in the use of the POWERCON and TRUE1 Marks, including any other
4 POWERCON, PWRCON or TRUE 1/TRU1/TRU marks, in connection with the marketing,
5 promotion, offering, rendering, sale or other use in commerce of any products, in any manner that
6 may cause confusion or mistake or may deceive the public into believing that such products
7 originate with Neutrik or that there is any affiliation or connection with Neutrik; (c) using any of
8 Neutrik's trademarks, including the POWERCON and TRUE1 Marks, or any confusingly similar
9 marks; and (d) representing by any means whatsoever, directly or indirectly, or doing any other
10 acts or things calculated or likely to cause confusion, mistake or to deceive the public into
11 believing that any of ADJ's goods or services originate with Neutrik or that there is any affiliation
12 or connection between Neutrik and ADJ or Seetronic, and from otherwise competing unfairly with
13 Neutrik;
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16 H. An order to cease offering for sale, marketing, promoting, and selling and to recall
17 all cables and cable connectors, or other materials in the possession, custody or under the control
18 of ADJ that are found to adopt, infringe, or dilute any of Neutrik's trademarks or that otherwise
19 unfairly compete with Neutrik and its products;

20 I. An order to deliver up for impoundment and for destruction, all cables and cable
21 connectors, or other materials in the possession, custody or under the control of ADJ that are
22 found to adopt, infringe, or dilute any of Neutrik's trademarks or that otherwise unfairly compete
23 with Neutrik and its products;

24 J. An order compelling ADJ to account to Neutrik for any and all profits derived by
25 ADJ from the sale or distribution of all cables and cable connectors, or other materials in the
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