

1 Nathaniel L. Dilger (Bar No. 196203)
Email: ndilger@onellp.com
2 Deepali A. Brahmhatt (Bar No. 255646)
Email: dbrahmhhatt@onellp.com

3 **ONE LLP**
4000 MacArthur Boulevard
4 East Tower, Suite 500
Newport Beach, CA 92660
5 Telephone: (949) 502-2870
Facsimile: (949) 258-5081

6 John E. Lord (Bar No. 216111)
7 Email: jlord@onellp.com
8 **ONE LLP**
9301 Wilshire Boulevard
Penthouse Suite
9 Beverly Hills, CA 92660
10 Telephone: (310) 866-5157
Facsimile: (310) 943-2085

11 Attorneys for Plaintiff,
THROOP, LLC

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **WESTERN DIVISION**

16 THROOP, LLC, a California limited
liability company,

17 Plaintiff,

18 v.

19 EPSON AMERICA, INC., a California
20 corporation,

21 Defendant.

Case No. 2:19-cv-10597

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff Throop, LLC (“Throop” or “Plaintiff”) hereby alleges for its
2 Complaint for Patent Infringement against Epson America, Inc. (“Epson” or
3 “Defendant”) the following:

4 **I. NATURE OF THE ACTION**

5 1. This is an action for patent infringement of United States Patent Nos.
6 7,035,897 (the “’897 Patent”) and 9,479,726 (the “’726 Patent”) (collectively, the
7 “Patents-in-Suit”) arising under the Patent Laws of the United States, 35 U.S.C. § 1,
8 et seq., seeking damages and other relief under 35 U.S.C. § 281, et seq.

9 **II. THE PARTIES**

10 2. Throop is a California limited liability company having a principal
11 place of business at 3580 Wilshire Blvd., Ste. 1460, Los Angeles, CA 90010.

12 3. Defendant Epson America, Inc. is a corporation organized under the
13 laws of California with its principal place of business located at 3840 Kilroy Airport
14 Way, Long Beach, CA 90806. Epson’s registered agent for Service of Process is
15 located at Corporation Service Company, d/b/a CSC – Lawyering Incorporating
16 Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833.

17 **III. JURISDICTION AND VENUE**

18 4. This is an action for patent infringement arising under the provisions of
19 the Patent Laws of the United States of America, Title 35, United States Code.

20 5. This Court has subject matter jurisdiction over Throop’s claims under
21 28 U.S.C. §§ 1331 and 1338(a).

22 6. This Court has personal jurisdiction over Defendant in this action
23 because Defendant has committed acts within the Central District of California
24 giving rise to this action and has established minimum contacts with this forum such
25 that the exercise of jurisdiction over the Defendant would not offend traditional
26 notions of fair play and substantial justice. The Defendant, directly and through
27 subsidiaries or intermediaries, has committed and continues to commit acts of
28

1 infringement in this District by, among other things, offering to sell and selling
2 products and/or services that infringe the asserted patents.

3 7. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b),
4 (c) and/or 28 U.S.C. § 1400(b). Defendant transacts business within this District
5 and offers for sale in this District products that infringe the Patents-in-Suit.
6 Defendant is registered to do business in California. Defendant has a regular and
7 established place of business in Central District of California. For example,
8 Defendant has offices located at 3840 Kilroy Airport Way, Long Beach, CA 90806.

9 **IV. THROOP'S PATENTS-IN-SUIT**

10 8. On April 25, 2006, the '897 Patent, entitled "Wireless Augmented
11 Reality Communication System," was duly and legally issued by the United States
12 Patent and Trademark Office. A true and correct copy of the '897 Patent is attached
13 as Exhibit A.

14 9. On October 25, 2016, the '726 Patent, entitled "Wireless Augmented
15 Reality Communication System," was duly and legally issued by the United States
16 Patent and Trademark Office. A true and correct copy of the '726 Patent is attached
17 as Exhibit B.

18 10. The inventors listed on the Patents-in-Suit were all engineers who
19 worked at NASA's Jet Propulsion Laboratory. Founded by Caltech faculty, NASA's
20 Jet Propulsion Laboratory is the leading U.S. center for the robotic exploration of
21 the solar system.

22 11. The '897 Patent has been cited by twenty-four issued United States
23 patents as relevant prior art.

24 12. Throop is the owner of the Patents-in-Suit asserted in this action and
25 has the exclusive right to sue and collect remedies for past, present, and future
26 infringement of the Patents-in-Suit.

27 //

28 //

1 V. **ACCUSED PRODUCTS AND/OR SERVICES**

2 13. Defendant manufactures, provides, uses, sells, offers for sale, imports,
3 and/or distributes infringing services for wearable devices, including, for example,
4 Epson Moverio BT used with Moverio Assist (collectively, “Accused Products
5 and/or Services”).

6 14. The Accused Products and/or Services offer the benefits of Plaintiff’s
7 technology by, for example, incorporating a highly integrated radio communication
8 system allowing for true two-way multimedia access via a wearable device.

9 15. Defendant has had knowledge of the Patents-in-Suit and its
10 infringement since at least the filing of the Original Complaint in this action, or
11 shortly thereafter, including by way of this lawsuit.

12 **COUNT I: INFRINGEMENT OF U.S. PATENT NO. 7,035,897**

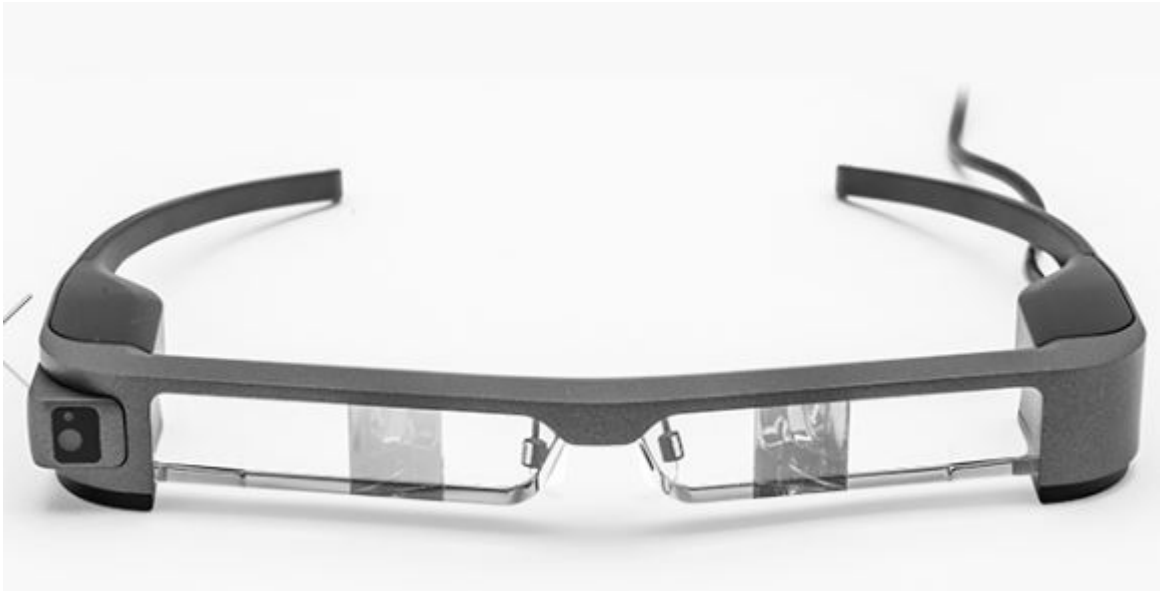
13 16. Throop reasserts and incorporates herein by reference the allegations of
14 all preceding paragraphs of this Complaint as if fully set forth herein.

15 17. Defendant has infringed and continues to infringe at least claim 1 and
16 one or more of its dependents of the ’897 Patent under 35 U.S.C. § 271(a), literally
17 or under the doctrine of equivalents, by making, using, selling, and/or offering for
18 sale in the United States, and/or importing into the United States, the Accused
19 Products and/or Services.

20 18. For example, the Accused Products and/or Services meet all of the
21 claim limitations of claim 1 of the ’897 Patent, set forth below with claim language
22 in italics. To the extent the preamble is limiting, the Accused Products and/or
23 Services include *[a] mobile access unit for use in a localized communications*
24 *system.*

25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



<https://epson.com/For-Work/Wearables/Smart-Glasses/Moverio-BT-300-Smart-Glasses-%28AR-Developer-Edition%29-/p/V11H756020>

19. The Accused Products and/or Services include *a video input configured to receive real-time video information; a video output configured to provide real-time video information; a wearable display connected to the video output; a codec connected to the video input and video output; and a transceiver.*

1 **Headset**

2 **Tap to mute**

3 This function allows you to tap twice to temporarily hide the image and mute the audio.

4 **Ambient light sensor**

5 Senses the brightness of your surroundings and automatically adjusts the brightness of the screen.

6 ➔ "Adjusting the Brightness of the Screen" on page 36 (this guide)

7 **Camera/Indicator**

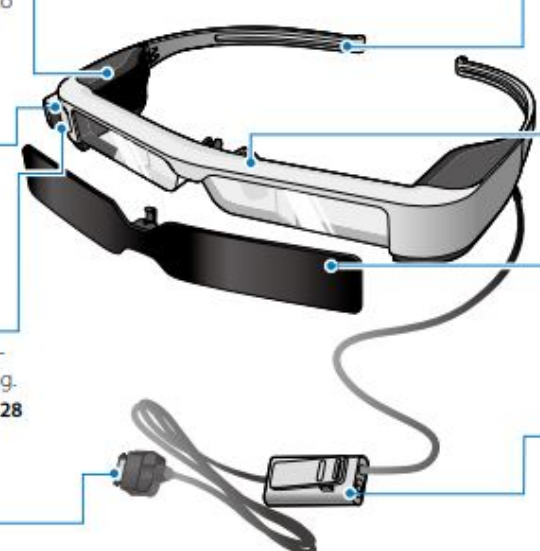
8 Captures images and movies. The indicators flash while the camera is starting.

9 ➔ "Preinstalled applications" on page 28 (this guide)

10 **Controller connector**

11 Connects the controller.

12 ➔ "Charging" on page 14 (this guide)



13 **Temples**

Open the temples to wear.

➔ "Wearing the Headset" on page 16 (this guide)

14 **Nose pads**

When wearing the product over glasses, replace with the supplied nose pad for glasses.

15 **Shade**

Shades the product from too much exterior light.

➔ "Attaching and Removing the Shade" on page 19 (this guide)

16 **Earphone microphone socket**

Connects the socket for earphone microphones. You can also connect commercially available earphone microphones.

➔ "Wearing the Headset" on page 16 (this guide)

17 <https://files.support.epson.com/docid/cpd5/cpd53175.pdf>

18 20. The Accused Products and/or Services include *a transmitter connected to the codec that is configured to transmit a data stream provided by the codec over an upstream wireless communication link; and a receiver connected to the codec that is configured to receive a data stream transmitted over a downstream wireless communication link, which includes encoded real-time video.*

19 The Moverio BT-300 features Epson's cutting edge silicon-based OLED (organic light emitting diode) digital display technology, making the device the lightest binocular see-through smart glasses on the market with an OLED display¹, with never-before achieved image quality. Thanks to its high resolution transparent display, Moverio BT-300 delivers the next level of FPV – enjoy your drone video feed while always being able to see where it is.

20 <https://www.epson.eu/products/see-through-mobile-viewer/moverio-bt-300#details>


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Setting up network

Setup **Wi-Fi** so that the product can connect to the Internet over a wireless LAN environment.



- Check the following before setting up.
- The SSID (network name) for the wireless LAN access point or public wireless LAN service you want to connect to.
 - The password and security system to connect to the network if security has been enabled.

1 Select [] on the APPS list screen.

2 Select [Wireless & networks] - [Wi-Fi].



3 If [Off] is selected, set it to [On].



Available SSIDs (network names) are displayed.

4 Select the SSID (network name) you want to connect to.



<https://files.support.epson.com/docid/cpd5/cpd53175.pdf>

Connectivity Wearables:

Wireless LAN:

IEEE 802.11a/b/g/n/ac with Wi-Fi CERTIFIED™, Miracast®
(source/sink) OFDM, DS-SS

Bluetooth:

Bluetooth Smart Ready Class2 (2.5 mW, 10 m), V4.1
support profile: HSP/A2DP/HID/OPP/SPP/AVRCP/PAN

<https://epson.com/For-Work/Wearables/Smart-Glasses/Moverio-BT-300-Smart-Glasses-%28AR-Developer-Edition%29-/p/V11H756020>

Supported File Formats:

Picture: JPEG, PNG, BMP, GIF

Video:

MP4 (MPEG4/H.264+AAC), MPEG2 (H.264+AAC), VP8

Audio:

WAV, MP3, AAC

3D Supports:

Side-by-side

<https://epson.com/For-Work/Wearables/Smart-Glasses/Moverio-BT-300-Smart-Glasses-%28AR-Developer-Edition%29-/p/V11H756020>

1 21. The Accused Products and/or Services include *wherein the codec is*
2 *configured to: encode real-time video information received from the video input;*
3 *and multiplex the encoded real-time video with other data to generate the data*
4 *stream provided by the codec to the transmitter; and wherein the codec is also*
5 *configured to: demultiplex the encoded real-time video from the data stream*
6 *provided to the codec by the receiver; and decode the encoded real-time video*
7 *information and provide the decoded real-time video information to the video*
8 *output.*

9 **Android Platform:**

10 **Pre-installed Applications:**

11 Browser, Calculator, Calendar, Camera, Clock, Contacts,
12 Downloads, Email, Music, Search, Settings, Sound
13 Recorder, Moverio Apps Market, MovFiler

14 <https://epson.com/For-Work/Wearables/Smart-Glasses/Moverio-BT-300-Smart-Glasses-%28AR-Developer-Edition%29-/p/V11H756020>

16 22. Defendant has committed acts of infringement without license or
17 authorization. Defendant knew or should have known that its actions would cause
18 direct and indirect infringement of the '897 Patent. On information and belief,
19 Defendant acted with objective recklessness by proceeding despite an objective high
20 likelihood that its actions constituted infringement of a valid patent.

21 23. Defendant is also liable under 35 U.S.C. § 271(b) for actively inducing
22 infringement and continuing to actively induce infringement. Defendant actively
23 induces and continues to induce its customers, distributors, end-users, vendors
24 including customer-support and/or manufacturers to infringe the '897 Patent. On
25 information and belief, Defendant possessed a specific intent to induce
26 infringement, and in fact did induce infringement, by engaging in affirmative acts
27 such as by selling and causing the Accused Products and/or Services to be
28

1 manufactured, by providing user guides, installation or instruction manuals, and
2 other training materials, by advertising and solicitation and otherwise providing
3 sales-related materials, and by instructing and/or demonstrating to customers,
4 distributors, end-users, vendors including customer-support and/or manufacturers
5 the normal operation of the Accused Products and/or Services that infringe the '897
6 Patent. Defendant is aware and/or willfully blind that these affirmative acts infringe
7 and/or would induce infringement of the '897 Patent, of which it had knowledge.

8 24. Defendant is also liable under 35 U.S.C. § 271(c) for contributing to
9 and continuing to contribute to the infringement of the '897 Patent by, among other
10 things, providing seamless external storage capability that operates as internal
11 storage in its Accused Products and/or Services and by encouraging, at a minimum,
12 customers, distributors, end-users, vendors including customer-support and/or
13 manufacturers in this District and elsewhere, to infringe the '897 Patent. By
14 importing, exporting, manufacturing, distributing, selling, and/or providing the
15 Accused Products and/or Services for their intended use to customers, distributors,
16 end-users, vendors including customer-support and/or manufacturers, Defendant
17 has, in the past and continue to contribute to the infringement of one or more claims
18 of the '897 Patent. The Accused Products and/or Services are material to the
19 inventions claimed in the '897 Patent, has no substantial non-infringing uses, and
20 are known by Defendant (on information and belief) to be especially made or
21 especially adapted for use in infringing the '897 Patent, and which are otherwise not
22 staple articles of commerce suitable for substantial non-infringing use. Defendant
23 are aware and/or willfully blind that these affirmative acts infringe and/or constitute
24 contributory infringement of the '897 Patent, of which it had knowledge.

25 25. Defendant is liable for indirect infringement, i.e., both inducement and
26 contributory infringement, based on the direct infringement that is the result of
27 activities performed by customers, distributors, end-users, vendors including
28 customer-support and/or manufacturers who use all elements or perform all steps of

1 one or more claims of the '897 Patent. For example, end users of Defendant's
2 Accused Products and/or Services infringe, either directly or under the doctrine of
3 equivalents, one or more claims of the '897 Patent (*e.g.*, claim 1 and one or more of
4 its dependents). At a minimum, Defendant is liable for the indirect infringement of
5 claim 1 and one or more of its dependents of the '897 Patent.

6 26. Defendant will continue to infringe unless this Court enjoins Defendant
7 and its agents, servants, employees, representatives and all others acting in active
8 concert with it from infringing the '897 Patent.

9 27. Plaintiff has been damaged as a result of Defendant's infringing
10 conduct. Defendant is, thus, liable to Plaintiff in an amount that adequately
11 compensates Plaintiff for Defendant's infringement, which, by law, cannot be less
12 than a reasonable royalty, together with interest and costs as fixed by this Court
13 under 35 U.S.C. § 284.

14 **COUNT II: INFRINGEMENT OF U.S. PATENT NO. 9,479,726**

15 28. Throop reasserts and incorporates herein by reference the allegations of
16 all preceding paragraphs of this Complaint as if fully set forth herein.

17 29. Defendant has infringed and continues to infringe at least claims 1, 25
18 and one or more of its dependents of the '726 Patent under 35 U.S.C. § 271(a),
19 literally or under the doctrine of equivalents, by making, using, selling, and/or
20 offering for sale in the United States, and/or importing into the United States, the
21 Accused Products and/or Services.

22 30. Defendant has committed acts of infringement without license or
23 authorization. Defendant knew or should have known that its actions would cause
24 direct and indirect infringement of the '726 Patent. On information and belief,
25 Defendant acted with objective recklessness by proceeding despite an objective high
26 likelihood that its actions constituted infringement of a valid patent.

27 31. Defendant is also liable under 35 U.S.C. § 271(b) for actively inducing
28 infringement and continuing to actively induce infringement. Defendant actively

1 induces and continues to induce its customers, distributors, end-users, vendors
2 including customer-support and/or manufacturers to infringe the '726 Patent. On
3 information and belief, Defendant possessed a specific intent to induce
4 infringement, and in fact did induce infringement, by engaging in affirmative acts
5 such as by selling and causing the Accused Products and/or Services to be
6 manufactured, by providing user guides, installation or instruction manuals, and
7 other training materials, by advertising and solicitation and otherwise providing
8 sales-related materials, and by instructing and/or demonstrating to customers,
9 distributors, end-users, vendors including customer-support and/or manufacturers
10 the normal operation of the Accused Products and/or Services that infringe the '897
11 Patent. Defendant are aware and/or willfully blind that these affirmative acts
12 infringe and/or would induce infringement of the '726 Patent, of which it had
13 knowledge.

14 32. Defendant is also liable under 35 U.S.C. § 271(c) for contributing to
15 and continuing to contribute to the infringement of the '726 Patent by, among other
16 things, providing seamless external storage capability that operates as internal
17 storage in its Accused Products and/or Services and by encouraging, at a minimum,
18 customers, distributors, end-users, vendors including customer-support and/or
19 manufacturers in this District and elsewhere, to infringe the '726 Patent. By
20 importing, exporting, manufacturing, distributing, selling, and/or providing the
21 Accused Products and/or Services for their intended use to customers, distributors,
22 end-users, vendors including customer-support and/or manufacturers, Defendant
23 has, in the past and continue to contribute to the infringement of one or more claims
24 of the '726 Patent. The Accused Products and/or Services are material to the
25 inventions claimed in the '726 Patent, has no substantial non-infringing uses, and
26 are known by Defendant (on information and belief) to be especially made or
27 especially adapted for use in infringing the '726 Patent, and which are otherwise not
28 staple articles of commerce suitable for substantial non-infringing use. Defendant is

1 aware and/or willfully blind that these affirmative acts infringe and/or constitute
2 contributory infringement of the '726 Patent, of which it had knowledge.

3 33. Defendant is liable for indirect infringement, i.e., both inducement and
4 contributory infringement, based on the direct infringement that is the result of
5 activities performed by customers, distributors, end-users, vendors including
6 customer-support and/or manufacturers who use all elements or perform all steps of
7 one or more claims of the '726 Patent. For example, end users of Defendant's
8 Accused Products and/or Services infringe, either directly or under the doctrine of
9 equivalents, one or more claims of the '726 Patent (e.g., claims 1, 25 and one or
10 more of its dependents). At a minimum, Defendant is liable for the indirect
11 infringement of claims 1, 25 and one or more of its dependents of the '726 Patent.

12 34. Defendant will continue to infringe unless this Court enjoins Defendant
13 and its agents, servants, employees, representatives and all others acting in active
14 concert with it from infringing the '726 Patent.

15 35. Plaintiff has been damaged as a result of Defendant's infringing
16 conduct. Defendant is, thus, liable to Plaintiff in an amount that adequately
17 compensates Plaintiff for Defendant's infringement, which, by law, cannot be less
18 than a reasonable royalty, together with interest and costs as fixed by this Court
19 under 35 U.S.C. § 284.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff respectfully requests the following relief:

- 22 a) A judgment that Defendant has infringed the Patents-in-Suit;
- 23 b) An injunction barring Defendant and its officers, directors, agents,
24 servants, employees, affiliates, attorneys, and all others acting in privity or in
25 concert with them, and their parents, subsidiaries, divisions, successors and assigns,
26 from further acts of infringement of the Patents-in-Suit; alternatively, a judicial
27 decree that Defendant pay an ongoing royalty in an amount to be determined for
28 continued infringement after the date of judgment;

- 1 c) An award of damages adequate to compensate for Defendant’s
2 infringement of the Patents-in-Suit, and in no event less than a reasonable royalty
3 for Defendant’s acts of infringement, including all pre-judgment and post-judgment
4 interest at the maximum rate permitted by law;
- 5 d) An award of trebled damages under 35 U.S.C. § 284;
- 6 e) A declaration that this case is exceptional under 35 U.S.C. § 285; and
- 7 f) An award of Plaintiff’s costs and attorney’s fees under 35 U.S.C. § 285
8 and other applicable law; and any other remedy to which Plaintiff may be entitled.
- 9

10 Dated: December 16, 2019

ONE LLP

11
12 By: /s/ Nathaniel L. Dilger
13 Nathaniel L. Dilger
14 Deepali A. Brahmbhatt
John E. Lord

15 Attorneys for Plaintiff,
16 Throop, LLC

17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Throop demands trial by jury on all claims and issues so triable.

Dated: December 16, 2019

ONE LLP

By: /s/ Nathaniel L. Dilger
Nathaniel L. Dilger
Deepali A. Brahmbhatt
John E. Lord

Attorneys for Plaintiff,
Throop, LLC