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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 SONY CORPORATION OF AMERICA,
20 a New York corporation,

21 Defendant.

Case No. 2:19-cv-10605

**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 Sony Corporation of America (“Sony” 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 Sony Corporation of America is a corporation organized
13 under the laws of New York with its principal place of business located at 25
14 Madison Avenue, New York, New York 10010. Sony’s registered agent for Service
15 of Process is located at Corporation Service Company, d/b/a CSC – Lawyering
16 Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA
17 95833.

18 **III. JURISDICTION AND VENUE**

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

21 5. This Court has subject matter jurisdiction over Throop’s claims under
22 28 U.S.C. §§ 1331 and 1338(a).

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

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 10202 W. Washington Boulevard, Culver City, CA
9 90232.

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

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

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

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

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

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

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 Sony SmartEyeglass SED-SD1 (collectively, “Accused Products and/or Services”).

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

8 15. Defendant has had knowledge of the ’726 Patent and its infringement
9 since at least the filing of the Original Complaint in this action, or shortly thereafter,
10 including by way of this lawsuit. Defendant has had notice and/or knowledge of the
11 ’897 Patent and its infringement since at least February 2007, or shortly thereafter,
12 when Sony Deutschland GmbH cited the ’897 Patent on an Information Disclosure
13 Statement on its own patent application (Application No. PCT/EP2007/001545) that
14 led to issued U.S. Patent No. 9,256,877.

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

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

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

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



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<https://developer.sony.com/develop/smarteyeglass-sed-e1/>

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.*

A new world of hands-free use cases

Developers can combine the SmartEyeglass sensors and camera with the powerful features of the smartphone to create unique hands-free use cases. Whether you're watching a live game, concert, touring a new city or carrying out a job, SmartEyeglass helps you stay focussed and involved, whilst supporting and empowering you with extra data, help and information.

<https://developer.sony.com/develop/smarteyeglass-sed-e1/>

Display	TYPE: Binocular, see-through (more than 85% transmittance) FIELD OF VIEW: Diagonal 20° (19° x 6°) VIRTUAL SCREEN SIZE: 2.7m x 0.8m (106 3/8 in x 31 1/2 in) (horizontal x vertical). Virtual viewing distance : Approx. 8m (315 in). MAX. BRIGHTNESS: 1,000 cd/m2	RESOLUTION: 419 x 138 (horizontal x vertical) DISPLAY COLOUR: Monochrome (green) GREY SCALE: 8 bit
Camera	STILL IMAGES: 3 MP	VIDEO: JPEG Stream without sound (QVGA equivalent resolution). For more information on how to use the JPEG stream in your app, see the Developer Tools tab above.

<https://developer.sony.com/develop/smarteyeglass-sed-e1/specifications>

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

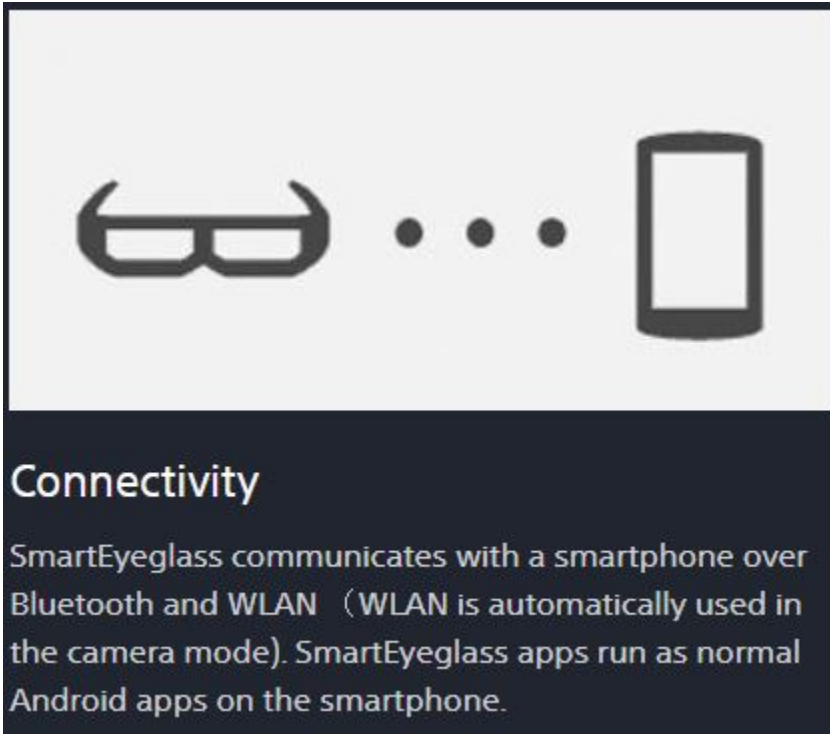


Upskill

Using augmented reality in your business operations can increase productivity by always having relevant information and instructions in the field of view. This reduces idle time and error rates and allows personnel to operate hands-free. Upskill specializes in software solutions for smart glasses. Read about the [inspirational SmartEyeglass demo by Upskill](#).

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<https://developer.sony.com/develop/smarteyeglass-sed-e1/solutions>



<https://developer.sony.com/develop/smarteyeglass-sed-e1/>

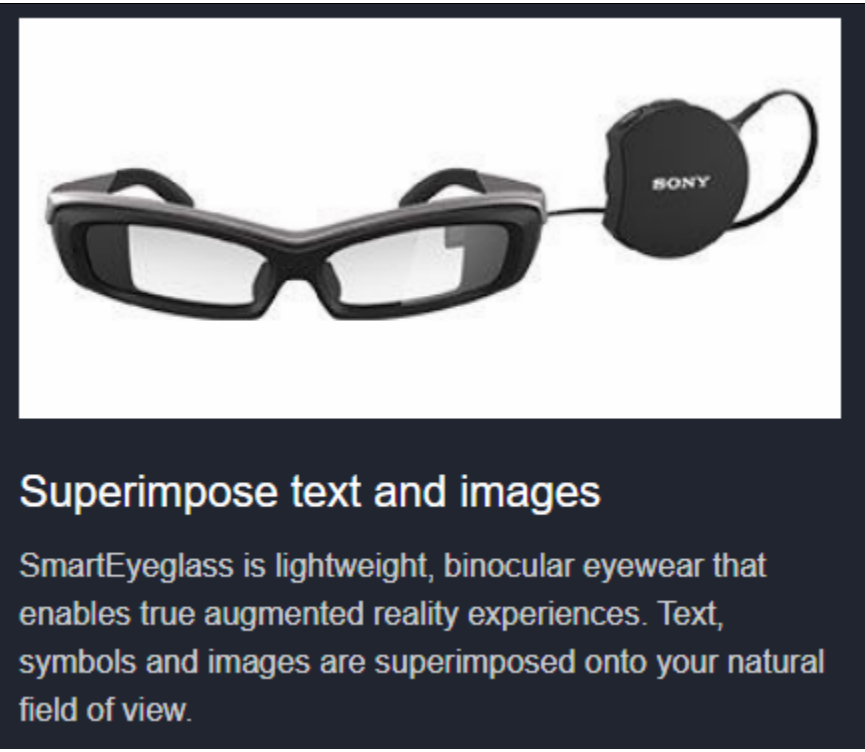
Connectivity *f

BLUETOOTH: Version 3.0, Power Class 2. Compatible with HFP (Hands-Free Profile) and SPP (Serial Port Profile). NFC: Compliant with NFC Forum Type 3 Tags
WIRELESS LAN: IEEE802.11b/g CONNECTOR: Micro USB port (only for charging)

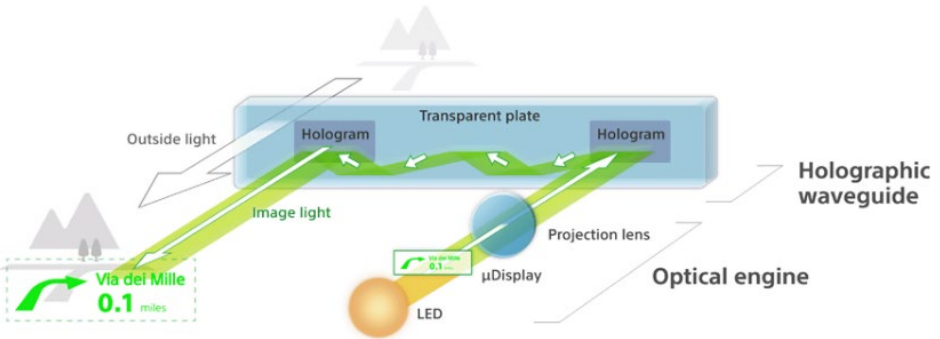
<https://developer.sony.com/develop/smarteyeglass-sed-e1/specifications>

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

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<https://developer.sony.com/develop/smarteyeglass-sed-e1/#overview-content>



<https://developer.sony.com/develop/smarteyeglass-sed-e1/#overview-content>

Display

TYPE: Binocular, see-through (more than 85% transmittance) FIELD OF VIEW: Diagonal 20° (19° × 6°) VIRTUAL SCREEN SIZE: 2.7m × 0.8m (106 3/8 in × 31 1/2 in) (horizontal × vertical). Virtual viewing distance : Approx. 8m (315 in). MAX. BRIGHTNESS: 1,000 cd/m2 RESOLUTION: 419 × 138 (horizontal × vertical) DISPLAY COLOUR: Monochrome (green) GREY SCALE: 8 bit

<https://developer.sony.com/develop/smarteyeglass-sed-e1/specifications>

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

6 23. Defendant is also liable under 35 U.S.C. § 271(b) for actively inducing
7 infringement and continuing to actively induce infringement. Defendant actively
8 induces and continues to induce its customers, distributors, end-users, vendors
9 including customer-support and/or manufacturers to infringe the '897 Patent. On
10 information and belief, Defendant possessed a specific intent to induce
11 infringement, and in fact did induce infringement, by engaging in affirmative acts
12 such as by selling and causing the Accused Products and/or Services to be
13 manufactured, by providing user guides, installation or instruction manuals, and
14 other training materials, by advertising and solicitation and otherwise providing
15 sales-related materials, and by instructing and/or demonstrating to customers,
16 distributors, end-users, vendors including customer-support and/or manufacturers
17 the normal operation of the Accused Products and/or Services that infringe the '897
18 Patent. Defendant is aware and/or willfully blind that these affirmative acts infringe
19 and/or would induce infringement of the '897 Patent, of which it had knowledge.

20 24. Defendant is also liable under 35 U.S.C. § 271(c) for contributing to
21 and continuing to contribute to the infringement of the '897 Patent by, among other
22 things, providing seamless external storage capability that operates as internal
23 storage in its Accused Products and/or Services and by encouraging, at a minimum,
24 customers, distributors, end-users, vendors including customer-support and/or
25 manufacturers in this District and elsewhere, to infringe the '897 Patent. By
26 importing, exporting, manufacturing, distributing, selling, and/or providing the
27 Accused Products and/or Services for their intended use to customers, distributors,
28 end-users, vendors including customer-support and/or manufacturers, Defendant

1 has, in the past and continue to contribute to the infringement of one or more claims
2 of the '897 Patent. The Accused Products and/or Services are material to the
3 inventions claimed in the '897 Patent, has no substantial non-infringing uses, and
4 are known by Defendant (on information and belief) to be especially made or
5 especially adapted for use in infringing the '897 Patent, and which are otherwise not
6 staple articles of commerce suitable for substantial non-infringing use. Defendant
7 are aware and/or willfully blind that these affirmative acts infringe and/or constitute
8 contributory infringement of the '897 Patent, of which it had knowledge.

9 25. Defendant is liable for indirect infringement, i.e., both inducement and
10 contributory infringement, based on the direct infringement that is the result of
11 activities performed by customers, distributors, end-users, vendors including
12 customer-support and/or manufacturers who use all elements or perform all steps of
13 one or more claims of the '897 Patent. For example, end users of Defendant's
14 Accused Products and/or Services infringe, either directly or under the doctrine of
15 equivalents, one or more claims of the '897 Patent (e.g., claim 1 and one or more of
16 its dependents). At a minimum, Defendant is liable for the indirect infringement of
17 claim 1 and one or more of its dependents of the '897 Patent.

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

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

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

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

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

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

11 31. Defendant is also liable under 35 U.S.C. § 271(b) for actively inducing
12 infringement and continuing to actively induce infringement. Defendant actively
13 induces and continues to induce its customers, distributors, end-users, vendors
14 including customer-support and/or manufacturers to infringe the '726 Patent. On
15 information and belief, Defendant possessed a specific intent to induce
16 infringement, and in fact did induce infringement, by engaging in affirmative acts
17 such as by selling and causing the Accused Products and/or Services to be
18 manufactured, by providing user guides, installation or instruction manuals, and
19 other training materials, by advertising and solicitation and otherwise providing
20 sales-related materials, and by instructing and/or demonstrating to customers,
21 distributors, end-users, vendors including customer-support and/or manufacturers
22 the normal operation of the Accused Products and/or Services that infringe the '897
23 Patent. Defendant is aware and/or willfully blind that these affirmative acts infringe
24 and/or would induce infringement of the '726 Patent, of which it had knowledge.

25 32. Defendant is also liable under 35 U.S.C. § 271(c) for contributing to
26 and continuing to contribute to the infringement of the '726 Patent by, among other
27 things, providing seamless external storage capability that operates as internal
28 storage in its Accused Products and/or Services and by encouraging, at a minimum,

1 customers, distributors, end-users, vendors including customer-support and/or
2 manufacturers in this District and elsewhere, to infringe the '726 Patent. By
3 importing, exporting, manufacturing, distributing, selling, and/or providing the
4 Accused Products and/or Services for their intended use to customers, distributors,
5 end-users, vendors including customer-support and/or manufacturers, Defendant
6 has, in the past and continue to contribute to the infringement of one or more claims
7 of the '726 Patent. The Accused Products and/or Services are material to the
8 inventions claimed in the '726 Patent, has no substantial non-infringing uses, and
9 are known by Defendant (on information and belief) to be especially made or
10 especially adapted for use in infringing the '726 Patent, and which are otherwise not
11 staple articles of commerce suitable for substantial non-infringing use. Defendant is
12 aware and/or willfully blind that these affirmative acts infringe and/or constitute
13 contributory infringement of the '726 Patent, of which it had knowledge.

14 33. Defendant is liable for indirect infringement, i.e., both inducement and
15 contributory infringement, based on the direct infringement that is the result of
16 activities performed by customers, distributors, end-users, vendors including
17 customer-support and/or manufacturers who use all elements or perform all steps of
18 one or more claims of the '726 Patent. For example, end users of Defendant's
19 Accused Products and/or Services infringe, either directly or under the doctrine of
20 equivalents, one or more claims of the '726 Patent (e.g., claims 1, 25 and one or
21 more of its dependents). At a minimum, Defendant is liable for the indirect
22 infringement of claims 1, 25 and one or more of its dependents of the '726 Patent.

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

26 35. Plaintiff has been damaged as a result of Defendant's infringing
27 conduct. Defendant is, thus, liable to Plaintiff in an amount that adequately
28 compensates Plaintiff for Defendant's infringement, which, by law, cannot be less

1 than a reasonable royalty, together with interest and costs as fixed by this Court
2 under 35 U.S.C. § 284.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff respectfully requests the following relief:

- 5 a) A judgment that Defendant has infringed the Patents-in-Suit;
- 6 b) An injunction barring Defendant and its officers, directors, agents,
7 servants, employees, affiliates, attorneys, and all others acting in privity or in
8 concert with them, and their parents, subsidiaries, divisions, successors and assigns,
9 from further acts of infringement of the Patents-in-Suit; alternatively, a judicial
10 decree that Defendant pay an ongoing royalty in an amount to be determined for
11 continued infringement after the date of judgment;
- 12 c) An award of damages adequate to compensate for Defendant's
13 infringement of the Patents-in-Suit, and in no event less than a reasonable royalty
14 for Defendant's acts of infringement, including all pre-judgment and post-judgment
15 interest at the maximum rate permitted by law;
- 16 d) An award of trebled damages under 35 U.S.C. § 284;
- 17 e) A declaration that this case is exceptional under 35 U.S.C. § 285; and
- 18 f) An award of Plaintiff's costs and attorney's fees under 35 U.S.C. § 285
19 and other applicable law; and any other remedy to which Plaintiff may be entitled.
- 20

21 Dated: December 16, 2019

ONE LLP

22
23 By: /s/ Nathaniel L. Dilger
Nathaniel L. Dilger
24 Deepali A. Brahmhatt
25 John E. Lord

26 Attorneys for Plaintiff,
27 Throop, LLC

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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