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Attorneys for Plaintiff American Latex Corp.

10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**  
12 **WESTERN DIVISION**

13  
14 American Latex Corp., a California  
15 corporation,

16 Plaintiff,

17 vs.

18 Health Devices Corporation, a California  
19 corporation; 'Doc' Johnson Enterprises, a  
20 California corporation; Gamelink  
21 International Limited, a Bahamian  
22 international business company; Ronald  
23 A. Braverman, an individual; and DOES  
24 1-10, inclusive,

Defendants.

Case No. 2:20-cv-02522

**COMPLAINT FOR  
INFRINGEMENT OF UNITED  
STATES PATENT NO. 8,915,835**

**AND**

**REQUEST FOR JURY TRIAL**

1 For its complaint against Health Devices Corporation, ‘Doc’ Johnson  
2 Enterprises, Gamelink International Limited, Ronald A. Braverman, and DOES 1-  
3 10, inclusive, Plaintiff American Latex Corp., through its attorneys Leech Tishman  
4 Fuscaldo & Lampl, alleges as follows:

5  
6 **THE PARTIES**

7 1. Plaintiff American Latex Corp. (“American Latex” or “Plaintiff”) is a  
8 corporation organized under the laws of the State of California and having a  
9 principal place of business at 9600 Lurline Avenue, Chatsworth, California, in the  
10 County of Los Angeles.

11 2. Defendant Health Devices Corporation (“Health Devices”) is a  
12 corporation organized under the laws of the State of California. American Latex is  
13 informed and it believes that Health Devices does business as Doc Johnson and  
14 Doc Johnson Enterprises and that it has a principal place of business at 11933 Vose  
15 Street, North Hollywood, California in the County of Los Angeles.

16 3. Defendant ‘Doc’ Johnson Enterprises (“Doc Johnson”) is a  
17 corporation organized under the laws of the State of California. American Latex is  
18 informed and it believes that Doc Johnson has a principal place of business at  
19 11933 Vose Street, North Hollywood, California in the County of Los Angeles.

20 4. Defendant Gamelink International Limited (“Gamelink”) is a  
21 Bahamian international business company formed under the laws of Bahamas.  
22 American Latex is informed and it believes that Gamelink has a principal place of  
23 business at New Providence Financial Center, Suite 1000, East Bay Street, P.O.  
24 Box CR 56766, Nassau, Bahamas and that it owns and/or operates an Internet  
25 website [www.shopdocjohnson.com](http://www.shopdocjohnson.com) that advertises and sells the infringing product  
26 that forms the basis of the claims set forth below.

27 5. Defendant Ronald Braverman is an individual. American Latex is  
28 informed and it believes that Ronald Braverman is the President of Health Devices

1 and President and CEO of Doc Johnson and that he participated in or directed the  
2 actions of Health Devices and Doc Johnson that form the basis for the claims set  
3 forth below. American Latex is further informed and it believes that Ron  
4 Braverman maintains a regular and established place of business at 11933 Vose  
5 Street, North Hollywood, California in the County of Los Angeles.

6 6. The true names and capacities of the Defendants named in this  
7 Complaint as DOES 1 through 10, whether individual, corporate, associate, or  
8 otherwise, are unknown to Plaintiff, who therefore sues said Defendants by said  
9 fictitious names. Plaintiff is informed and believes, and on that basis alleges, that  
10 each of the Defendants designated in this Complaint as a DOE is legally  
11 responsible for the events and happenings alleged below and proximately caused  
12 injury and damages to Plaintiff as alleged. Plaintiff will seek leave to amend the  
13 Complaint when the true names and capacities of said DOE Defendants have been  
14 ascertained. From this point forward, Health Devices, Doc Johnson, Gamelink,  
15 Ronald Braverman and DOES 1 through 10 are individually referred to as a  
16 “Defendant” and collectively referred to as “Defendants.”

17 7. Plaintiff is informed and believes, and on that basis alleges, that each  
18 of the Defendants participated in and is in some manner responsible for the acts  
19 described in this Complaint and any damages resulting therefrom.

20 8. Plaintiff is further informed and believes, and on that basis alleges,  
21 that Health Devices, Doc Johnson, Gamelink, Ron Braverman and DOES 1-5 have  
22 acted in concert and participation with each other concerning the claims in this  
23 Complaint.

24 9. Plaintiff is informed and believes, and on that basis alleges, that  
25 Health Devices, Doc Johnson, Gamelink, Ron Braverman and DOES 1-5 were  
26 empowered to act as the agents, servants and/or employees of each other, and that  
27 all of the acts alleged to have been done by each of them were authorized,  
28 approved and/or ratified by each of the others.

1           10. Plaintiff is informed and believes, and on that basis alleges, that  
2 DOES 6-10 are customers of Health Devices, Doc Johnson and Gamelink.

3  
4                                 **JURISDICTION AND VENUE**

5           11. This action arises under the patent laws of the United States, Title 35  
6 of the United States Code. This Court, therefore, has subject matter jurisdiction  
7 over this action pursuant to 28 U.S.C. § 1331 in that it arises under the laws of the  
8 United States and pursuant to 28 U.S.C. § 1338(a) in that it arises under the United  
9 States patent laws.

10          12. This Court has personal jurisdiction over each Defendant because  
11 each Defendant has a continuous, systematic, and substantial presence within this  
12 judicial district including by importing, promoting, selling and/or offering for sale  
13 infringing products in this judicial district, and by committing acts of patent  
14 infringement in this judicial district, including, but not limited to, importing,  
15 manufacturing, selling and/or offering for sale infringing products directly to  
16 dealers, customers and consumers in this district.

17          13. Venue is proper in this judicial district under 28 U.S.C. § 1400(b) in  
18 that (i) Defendants Health Devices and Doc Johnson are incorporated in California  
19 and are headquartered in this judicial district, (ii) Gamelink is a foreign entity  
20 which has committed acts of infringement within this judicial district, and  
21 (iii) Ronald Braverman resides in this judicial district and/or has committed acts of  
22 infringement and has a regular and established place of business here.

23  
24                                 **THE PATENT-IN-SUIT**

25          14. United States Patent No. 8,915,835 (the “’835 Patent,”), entitled  
26 “Massage Device Having Serial Vibrators”, was duly and legally issued by the  
27 U.S. Patent and Trademark Office (“USPTO”) to Wing Pow International Corp.

1 (“Wing Pow”) on December 23, 2014. A true and correct copy of the ‘835 Patent  
2 is attached as Exhibit “A”.

3 15. On August 4, 2017, Wing Pow assigned to American Latex its entire  
4 right, title and interest in and to the ‘835 Patent, including the right to sue and  
5 collect damages for past infringements. The assignment was recorded in the  
6 USPTO on or about August 18, 2017. Thus, American Latex is currently the  
7 exclusive owner of all rights in and to the ‘835 Patent.

8 16. Since at least as early as June 27, 2019, American Latex has complied  
9 with the patent marking statute set forth in 35 U.S.C. § 287(a).

### 11 THE DEFENDANTS’ ACTIONS

12 17. The Defendants manufacture, import, offer to sell, sell and distribute a  
13 variety of adult toys. The Defendants’ products are sold under several different  
14 brands, including “Doc Johnson” and “iVibe”.

15 18. In early 2018, American Latex learned that the Defendants were  
16 manufacturing and distributing in the United States a Doc Johnson and iVibe-  
17 branded vibrator identified as the “iRipple” (the “iRipple Vibrator”).

18 19. Because it appeared that the iRipple Vibrator infringed American  
19 Latex’s rights under one or more of its United States patents, American Latex  
20 wrote a letter to Defendants addressed to Defendant Ronald Braverman and to Doc  
21 Johnson’s COO, Chad Braverman, on or about March 14, 2018 and notified them,  
22 among other things, that it was the owner of various U.S. patents, including the  
23 ‘835 Patent and that American Latex believed the iRipple Vibrator infringed  
24 several of its patents, including the ‘835 Patent.

25 20. In its March 14, 2018 letter, American Latex also requested that the  
26 Defendants address American Latex’s infringement contentions and further  
27 advised that, if they failed to do so, American Latex would take further action to  
28 protect its rights.

1 21. The Defendants never responded to American Latex’s March 14, 2018  
2 letter. Therefore, on or about June 28, 2018, American Latex commenced an  
3 action in this Court for infringement of the ‘835 Patent against Doc Johnson and  
4 various DOE defendants. The action was assigned case number 2:18-cv-05656  
5 (the “5656 Action”).

6 22. As a result of the investigation American Latex conducted during the  
7 5656 Action, it learned that the true names and capacities of certain persons named  
8 as DOE Defendants in that action are Health Devices, Gamelink and Ronald  
9 Braverman.

10 23. In the 5656 Action, American Latex believed that it had reached a  
11 settlement in principle of the action. Therefore, on or about October 3, 2019  
12 American Latex filed a Notice of Settlement of the 5656 Action while the parties  
13 worked to finalize a written settlement agreement.

14 24. On or about October 10, 2019, American Latex filed the parties’  
15 stipulation to dismiss the 5656 Action without prejudice because, at the time, the  
16 finalization of the proposed settlement agreement appeared to be imminent.  
17 However, as of the date of this complaint, no agreement has been reached.

18  
19 **FIRST CAUSE OF ACTION**

20 **(Against All Defendants for Patent Infringement, 35 U.S.C. § 271 and § 281)**

21 25. Plaintiff re-alleges and incorporates by reference paragraphs 1 through  
22 24, above, of this Complaint as though fully set forth herein.

23 26. Defendants have, without authorization, imported, made, used, offered  
24 for sale and sold in the United States devices that infringe at least claim 1 of the  
25 ‘835 Patent.

26 27. As a consequence of the acts of infringement alleged above, American  
27 Latex is entitled to an award of damages adequate to compensate it for the  
28 infringement, together with interest and costs, pursuant to 35 U.S.C. § 284.

1 28. On information and belief, as a consequence of the acts of  
2 infringement alleged above, the Defendants have made substantial profits to which  
3 they are not equitably entitled.

4 29. Plaintiff is entitled to recover from Defendants all damages they have  
5 sustained as a result of Defendants' infringement of the '835 Patent.

6 30. On information and belief, the Defendants' infringement of the '835  
7 Patent will continue and will cause Plaintiff irreparable harm unless enjoined by  
8 this Court. Plaintiff has no adequate remedy at law.

9 31. On information and belief, this is an exceptional case as to Defendants  
10 under 35 U.S.C. § 285 because, at least since March 14, 2018, the Defendants'  
11 infringement has been undertaken with full knowledge of the '835 Patent and of  
12 their infringement.

13  
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff requests judgment in its favor, including:

16 A. A preliminary and then a permanent injunction restraining all  
17 Defendants from further infringement of the specified claims of the '835 Patent.

18 B. An award in favor of Plaintiff holding Defendants jointly and  
19 severally liable for three times the damages sustained as a consequence of  
20 Defendants' infringement of the '835 Patent pursuant to 35 U.S.C. § 284;

21 C. For a finding that this is an "exceptional case" within the meaning of  
22 35 U.S.C. § 285 and for award to Plaintiff of its attorneys' fees;

23 D. An award of interest and costs as fixed by the Court; and

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1 E. Such other and further relief as this Court deems just and proper.

2  
3 Dated: March 16, 2020

Respectfully submitted,

4 LEECH TISHMAN FUSCALDO & LAMPL

5  
6 By: s/Douglas H. Morseburg

Douglas H. Morseburg

7 Esther J. Choe

8 Attorneys for Plaintiff American Latex Corp.

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**REQUEST FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff requests a trial by jury of all issues raised by the Complaint that are properly triable to a jury.

Dated: March 16, 2020

Respectfully submitted,

LEECH TISHMAN FUSCALDO & LAMPL

By: s/Douglas H. Morseburg

Douglas H. Morseburg

Esther J. Choe

Attorneys for Plaintiff American Latex Corp.