

1 Steven Ritcheson (SBN 174062)  
INSIGHT, PLC  
2 578 Washington Boulevard #503  
3 Marina del Rey, California 90291  
Phone: (424) 289-9191  
4 switcheson@insightplc.com

5 Howard L. Wernow  
6 (*pro hac vice forthcoming*)  
7 Sand, Sebolt & Wernow Co., LPa  
Aegis Tower - Suite 1100  
8 4940 Munson Street, N. W.  
9 Canton, Ohio 44718  
Phone: (330) 244-1174  
10 howard.wernow@sswip.com

11 Attorneys for Plaintiff  
12 TUNNEL IP LLC

13 **IN THE UNITED STATES DISTRICT COURT**  
14  
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

16 **TUNNEL IP LLC,**

17 Plaintiff,

18 v.

19 **JVCKENWOOD USA**  
20 **CORPORATION,**

21 Defendant.  
22

Civil Action No.:

**TRIAL BY JURY DEMANDED**

23 **COMPLAINT FOR INFRINGEMENT OF PATENT**  
24

25 Now comes Plaintiff, Tunnel IP LLC (“Plaintiff” or “Tunnel IP”), by and  
26 through undersigned counsel, and respectfully alleges, states, and prays as follows:  
27  
28

**NATURE OF THE ACTION**

1  
2 1. This is an action for patent infringement under the Patent Laws of the  
3 United States, Title 35 United States Code (“U.S.C.”) to prevent and enjoin  
4 Defendant JVCKENWOOD USA Corporation (hereinafter “Defendant”), from  
5 infringing and profiting, in an illegal and unauthorized manner, and without  
6 authorization and/or consent from Plaintiff from U.S. Patent No 7,916,877 (“the  
7 ‘877 Patent” or the “Patent-in-Suit”), which is attached hereto as Exhibit A and  
8 incorporated herein by reference, and pursuant to 35 U.S.C. §271, and to recover  
9 damages, attorney’s fees, and costs.  
10  
11

**THE PARTIES**

12  
13  
14 2. Plaintiff is a Texas limited liability company with its principal place of  
15 business at 6009 West Parker Road – Suite 149-1073, Plano, Texas 75093-8121.  
16

17 3. Upon information and belief, Defendant is a corporation organized under  
18 the laws of California, having a principal place of business at 2201 East Dominguez  
19 Street, Long Beach, California 90810. Upon information and belief, Defendant may  
20 be served with process c/o CSC – Lawyers Incorporating Service, 2710 Gateway  
21 Oaks Drive – Suite 150N, Sacramento, California 95833.  
22

23 4. Plaintiff is further informed and believes, and on that basis alleges, that  
24 Defendant operates the website [www.kenwood.com](http://www.kenwood.com), which is in the business of  
25 providing stereo receivers with analogue and digital capacity and networked  
26 connectivity under the Defendant’s Kenwood® brand and offering the same for sale  
27  
28

1 to consumers, amongst other things. Defendant derives a portion of its revenue  
2 from sales and distribution via electronic transactions conducted on and using at  
3 least, but not limited to, its Internet website located at www.kenwood.com, and its  
4 incorporated and/or related systems (collectively, the “Defendant Website”).  
5 Plaintiff is informed and believes, and on that basis alleges, that, at all times relevant  
6 hereto, Defendant has done and continues to do business in this judicial district,  
7 including, but not limited to, providing products/services to customers located in  
8 this judicial district by way of the Defendant Website.  
9

10  
11 **JURISDICTION AND VENUE**  
12

13 5. This is an action for patent infringement in violation of the Patent Act of  
14 the United States, 35 U.S.C. §§1 *et seq.*

15 6. The Court has subject matter jurisdiction over this action pursuant to 28  
16 U.S.C. §§1331 and 1338(a).

17 7. This Court has personal jurisdiction over Defendant by virtue of its  
18 systematic and continuous contacts with this jurisdiction and its residence in this  
19 District, as well as because the injury to Plaintiff and the cause of action alleged by  
20 Plaintiff has risen in this District, as alleged herein.  
21

22 8. Defendant is subject to this Court’s specific and general personal  
23 jurisdiction pursuant to its substantial business in this forum, including: (i)  
24 committing at least a portion of the infringements alleged herein in this judicial  
25 District; (ii) regularly doing or soliciting business, engaging in other persistent  
26  
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1 courses of conduct, and/or deriving substantial revenue from goods and services  
2 provided to individuals in this forum state and in this judicial District; and (iii)  
3 incorporation in this District.

4  
5 9. Venue is proper in this judicial district pursuant to 28 U.S.C. §1400(b),  
6 because Defendant resides in this district. See *TC Heartland v. Kraft Foods Group*  
7 *Brands LLC*, 137 S. Ct. 1514 (2017); *In re Google, LLC*, No. 2019-126, 2020 U.S.  
8 App. LEXIS 4588 (Fed. Cir. Feb. 13, 2020).

10 **FACTUAL ALLEGATIONS**

11 10. On March 29, 2011, the United States Patent and Trademark Office  
12 (“USPTO”) duly and legally issued the ‘877 Patent, entitled “Modular interunit  
13 transmitter-receiver for a portable audio device” after a full and fair examination.  
14 The ‘877 Patent is attached hereto as Exhibit A and incorporated herein as if fully  
15 rewritten.  
16

17  
18 11. Plaintiff is presently the owner of the ‘877 Patent, having received all  
19 right, title and interest in and to the ‘877 Patent from the previous assignee of  
20 record. Plaintiff possesses all rights of recovery under the ‘877 Patent, including the  
21 exclusive right to recover for past infringement.  
22

23 12. To the extent required, Plaintiff has complied with all marking  
24 requirements under 35 U.S.C. § 287.  
25

26 13. The Abstract of ‘877 Patent teaches a modular inter-unit  
27 transmitter/receiver for a portable audio device such as an MP3 player, a handheld  
28

1 device for playback of audio signals, a telephone, etc. More particularly, the unit is  
2 configured for an audio player device to enable the player device for wireless  
3 transmission and reception of audio signals. In one aspect, a communication means  
4 connects the modular audio unit to the audio player device. The device further  
5 comprises a switch in which a user of the audio player device can select to play  
6 audio signals received from an inter-unit transmitter/receiver or from the audio  
7 player device. The switch further enables the user to select whether to play the audio  
8 signal on the audio player device or to play the audio signal while transmitting the  
9 signal to a compatible device. See Ex. A, at Abstract.  
10  
11

12  
13 14. As identified in the '877 Patent, prior art systems designed to enable  
14 multi-person use had technological faults. See Ex. A at Cols. 1 & 2.  
15

16 15. More particularly, the '877 Patent identifies that if an audio device  
17 were to be integrated with inter-unit communications, then it would require both re-  
18 engineering existing audio players and it did not permit them to be reusable between  
19 players. Ex. A at Col.54:65-55:3.  
20

21 16. Claim 17 of the '877 Patent recites “a method of operation for a  
22 switching component forming a part of a modular audio unit comprising an inter-  
23 unit communication component providing inter-unit communications with at least  
24 one peer system, comprising: receiving first signals corresponding to first  
25 entertainment content from a player device; receiving second signals corresponding  
26 to second entertainment content from the inter-unit communication component; and  
27  
28

1 selectively outputting the first signals and the second signals to a playback  
2 component wherein the player device and the playback component are separate from  
3 one another and wherein both the player device and the playback component are  
4 external to the modular audio unit.” Ex. A at Col.62:24-40.  
5

6 17. Claim 19 of the ‘877 Patent recites “the method of claim 17, wherein  
7 the playback component comprises a speaker. Ex. A at. Col.62:45-46.  
8

9 18. Claim 20 of the ‘877 Patent recites “the method of claim 17, wherein  
10 the second entertainment content is entertainment content received by the inter-unit  
11 communication component from a peer system from the one or more peer systems,  
12 and selectively outputting comprises outputting the second signals corresponding to  
13 the second entertainment content received from the peer system to the playback  
14 component.” See Ex. A. at Col.62:47-54.  
15  
16

17 19. Based on the foregoing assertions, Claims 17, 19, and 20 of the ‘877  
18 Patent provide non-abstract ideas and unconventional inventive concepts and are a  
19 practical application of the invention as described in the specifications.  
20

21 20. In the alternative and at the very least, whether Claims 17, 19, and 20  
22 of the ‘877 Patent provide a non-abstract idea, unconventional inventive concepts,  
23 or practical applications thereof as described in the specification is a genuine issue  
24 of material fact that must survive the pleading stage. See *Aatrix Software, Inc. v.*  
25 *Green Shades Software, Inc.*, 882 F.3d 1121, 1128 (Fed. Cir. 2018) (reversing grant  
26 of motion to dismiss).  
27  
28

1           21. Defendant commercializes, inter alia, methods that perform all the steps  
2 recited in at least one claim of the '877 Patent. More particularly, Defendant  
3 commercializes, inter alia, methods that perform all the steps recited in Claims 17,  
4 19, and 20 of the '877 Patent. Specifically, Defendant makes, uses, sells, offers for  
5 sale, or imports a method that encompasses that which is covered by Claims 17, 19,  
6 and 20 of the '877 Patent.  
7

8  
9                               **DEFENDANT'S PRODUCT(S)**

10           22. Defendant offers products, such as the JVC Kenwood KDC BT 34 (the  
11 "Accused Product"), that includes an inter-unit communication component  
12 providing inter-unit communications with at least one peer system, comprising:  
13 receiving first signals corresponding to first entertainment content from a player  
14 device; receiving second signals corresponding to second entertainment content  
15 from the inter-unit communication component; and selectively outputting the first  
16 signals and the second signals to a playback component wherein the player device  
17 and the playback component are separate from one another and wherein both the  
18 player device and the playback component are external to the modular audio unit.  
19  
20

21  
22           23. A non-limiting and exemplary claim chart comparing the Accused  
23 Product to Claims 17, 19, and 20 of the '877 Patent is attached hereto as Exhibit B  
24 and is incorporated herein as if fully rewritten.  
25

26           24. For example, as recited in one step of Claim 17, the Accused Product  
27 practices a method of operation for a switching component (e.g., the component of  
28

1 the accused product which switches the input source from a Aux input to Bluetooth,  
2 or vice versa, among other possible switching scenarios) forming a part of a modular  
3 audio unit (e.g., the accused product) comprising an inter-unit communication  
4 component (e.g., Bluetooth chip of the accused product for communication with  
5 other Bluetooth devices) providing inter-unit communications (e.g., Bluetooth  
6 communication) with at least one peer system (e.g., a smartphone). See Ex. B.  
7  
8

9 25. Further, as recited in another step of Claim 17, the Accused Product  
10 practices receiving first signals (e.g., Aux signals) corresponding to first  
11 entertainment content (e.g., content from portable audio player via Aux input) from  
12 a player device (e.g., a portable audio device). See Ex. B. As shown in Exhibit B,  
13 the player device (e.g., the portable audio device) can be selected as an input to the  
14 accused product. See Ex. B.  
15  
16

17 26. Additionally, as recited in another step of Claim 17, the Accused  
18 Product practices receiving second signals (e.g., audio signals via Bluetooth from a  
19 smartphone) corresponding to second entertainment content (e.g., audio content  
20 from the Bluetooth paired smartphone) from the inter-unit communication  
21 component (e.g., Bluetooth chip of KDC BT 34 for communication with other  
22 Bluetooth devices). See Ex. B.  
23  
24

25 27. Additionally, as recited in another step of Claim 17, the Accused  
26 Product practices selectively outputting the first signals (e.g., audio signals via Aux  
27 input from a portable audio device) and the second signals (e.g., audio content from  
28



1 the Bluetooth paired smartphone) to a playback component (e.g., speakers within  
2 car) wherein the player device (e.g., portable audio device) and the playback  
3 component (e.g., speakers within car) are separate from one another and wherein  
4 both the player device and the playback component are external to the modular  
5 audio unit (e.g., the Accused Product). See Ex. B. As shown in Exhibit B, playback  
6 component (e.g., speakers within car), player device (e.g., portable audio device),  
7 and modular audio unit (e.g., the Accused Product) are all individual separate  
8 components. See Ex. B. As further shown in Exhibit B, the modular unit receives  
9 signal from portable audio device in the form of a first signal (e.g., Aux signal), and  
10 also from Bluetooth paired smartphone in the form of the second signal (e.g.,  
11 received Bluetooth signal). See Ex. B.

12  
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14  
15 28. As recited in Claim 19, the playback component utilized by the  
16 Accused Product comprises a speaker. See Ex. B.

17  
18 29. As recited in Claim 20, the Accused Product provides that the second  
19 entertainment content (e.g., audio content from the Bluetooth paired smartphone)  
20 received by the inter-unit communication component from a peer system (e.g.,  
21 Bluetooth chip of the Accused Product for communication with other Bluetooth  
22 devices), from the one or more peer systems (e.g., various Bluetooth based devices),  
23 and selectively outputting comprises outputting the second signals (e.g., received  
24 Bluetooth signals) corresponding to the second entertainment content (e.g., audio  
25  
26  
27  
28

1 content from the Bluetooth paired smartphone) received from the peer system (e.g.,  
2 the smartphone) to the playback component (e.g., speakers within car). See Ex. B.

3 30. The elements described in the preceding paragraphs are covered by at  
4 least Claims 17, 19, and 20 of the '877 Patent. Thus, Defendant's use of the  
5 Accused Product is enabled by the method described in the '877 Patent.  
6

7 **INFRINGEMENT OF THE PATENT-IN-SUIT**

8  
9 31. Plaintiff realleges and incorporates by reference all of the allegations  
10 set forth in the preceding paragraphs

11 32. In violation of 35 U.S.C. § 271, Defendant is now, and has been  
12 directly infringing the '877 Patent.  
13

14 33. Defendant has had knowledge of infringement of the '877 Patent at  
15 least as of the service of the present Complaint.  
16

17 34. Defendant has directly infringed and continues to directly infringe at  
18 least one claim of the '877 Patent by using, at least through internal testing or  
19 otherwise, the Accused Product without authority in the United States, and will  
20 continue to do so unless enjoined by this Court. As a direct and proximate result of  
21 Defendant's direct infringement of the '877 Patent, Plaintiff has been and continues  
22 to be damaged.  
23

24  
25 35. Defendant has induced others to infringe the '877 Patent, by  
26 encouraging infringement, knowing that the acts Defendant induced constituted  
27

28

1 patent infringement, and its encouraging acts actually resulted in direct patent  
2 infringement.

3 36. By engaging in the conduct described herein, Defendant has injured  
4 Plaintiff and is thus liable for infringement of the '877 Patent, pursuant to 35 U.S.C.  
5 § 271.  
6

7 37. Defendant has committed these acts of infringement without license or  
8 authorization.  
9

10 38. As a result of Defendant's infringement of the '877 Patent, Plaintiff has  
11 suffered monetary damages and is entitled to a monetary judgment in an amount  
12 adequate to compensate for Defendant's past infringement, together with interests  
13 and costs.  
14

15 39. Plaintiff will continue to suffer damages in the future unless  
16 Defendant's infringing activities are enjoined by this Court. As such, Plaintiff is  
17 entitled to compensation for any continuing and/or future infringement up until the  
18 date that Defendant is finally and permanently enjoined from further infringement.  
19

20 40. Plaintiff reserves the right to modify its infringement theories as  
21 discovery progresses in this case; it shall not be estopped for infringement  
22 contention or claim construction purposes by the claim charts that it provides with  
23 this Complaint. The claim chart depicted in Exhibit B is intended to satisfy the  
24 notice requirements of Rule 8(a)(2) of the Federal Rule of Civil Procedure and does  
25  
26  
27  
28

1 not represent Plaintiff's preliminary or final infringement contentions or preliminary  
2 or final claim construction positions.

3 **DEMAND FOR JURY TRIAL**

4  
5 41. Plaintiff demands a trial by jury of any and all causes of action.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for the following relief:

8  
9 a. That Defendant be adjudged to have directly infringed the '877 Patent  
10 either literally or under the doctrine of equivalents;

11 b. An accounting of all infringing sales and damages including, but not  
12 limited to, those sales and damages not presented at trial;

13  
14 c. That Defendant, its officers, directors, agents, servants, employees,  
15 attorneys, affiliates, divisions, branches, parents, and those persons in active concert  
16 or participation with any of them, be permanently restrained and enjoined from  
17 directly infringing the '877 Patent;

18  
19 d. An award of damages pursuant to 35 U.S.C. §284, sufficient to  
20 compensate Plaintiff for the Defendant's past infringement and any continuing or  
21 future infringement up until the date that Defendant is finally and permanently  
22 enjoined from further infringement, including compensatory damages;

23  
24 e. An assessment of pre-judgment and post-judgment interest and costs  
25 against Defendant, together with an award of such interest and costs, in accordance  
26 with 35 U.S.C. §284;  
27  
28

1 f. That Defendant be directed to pay enhanced damages, including Plaintiff's  
2 attorneys' fees incurred in connection with this lawsuit pursuant to 35 U.S.C. §285;  
3 and

4  
5 g. That Plaintiff be granted such other and further relief as this Court may  
6 deem just and proper.

7 Dated: May 28, 2020

Respectfully submitted,

8  
9 /s/ Steven W. Ritcheson  
10 Steven Ritcheson  
11 Insight, PLC  
12 578 Washington Boulevard #503  
13 Marina del Rey, California 90291  
14 Phone: (424) 289-9191  
15 switcheson@insightplc.com

Together with:

16 SAND, SEBOLT & WERNOW CO.,  
17 LPA

18 Howard L. Wernow  
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24 Fax: 330-244-1173  
25 Email: [Howard.Wernow@sswip.com](mailto:Howard.Wernow@sswip.com)

26 ATTORNEYS FOR PLAINTIFF  
27  
28