

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

7 Andrew S. Curfman (*Pro hac vice forthcoming*)  
8 Sand, Sebolt & Wernow Co., LPA  
9 Aegis Tower – Suite 1100  
10 4940 Munson Street NW  
11 Canton, Ohio 44718  
12 Telephone: (330) 244-1174  
13 Facsimile: (330) 244-1173  
14 Email: andrew.curfman@sswip.com

15 Attorneys for Plaintiff Cassiopeia IP LLC

16 **IN THE UNITED STATES DISTRICT COURT**  
17 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

18 **CASSIOPEIA IP LLC,**

19 Plaintiff,

20 v.

21 **TEAC AMERICA, INC.,**

22 Defendant.

Civil Action No.:

**TRIAL BY JURY DEMANDED**

23 **COMPLAINT FOR INFRINGEMENT OF PATENT**

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

1 **NATURE OF THE ACTION**

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 TEAC America, Inc. (hereinafter “Defendant”), from infringing and  
5 profiting, in an illegal and unauthorized manner, and without authorization and/or  
6 consent from Plaintiff from U.S. Patent No. 7,322,046 (the “‘046 Patent” or the  
7 “Patent-in-Suit”), which is attached hereto as Exhibit A and incorporated herein by  
8 reference, and pursuant to 35 U.S.C. §271, and to recover damages, attorney’s fees,  
9 and costs.  
10  
11  
12

13 **THE PARTIES**

14 2. Plaintiff is a Texas limited liability company with its principal place  
15 of business at 6009 West Parker Road – Suite 149-1038, Plano, Texas 75093-8121.  
16  
17

18 3. Upon information and belief, Defendant is a corporation organized  
19 under the laws of California, having a principal place of business at 10410 Pioneer  
20 Boulevard – Suite 1, Santa Fe Springs, California 90670. Upon information and  
21 belief, Defendant may be served with process c/o Derek Davis, its Registered  
22 Agent, 10410 Pioneer Boulevard – Suite 1, Santa Fe Springs, California 90670.  
23  
24

25 4. Plaintiff is further informed and believes, and on that basis alleges,  
26 that Defendant operates the website [www.teac-usa.com](http://www.teac-usa.com), which is in the business of  
27 providing consumer electronics using secure network services. Defendant derives a  
28

1 portion of its revenue from sales and distribution via electronic transactions  
2 conducted on and using at least, but not limited to, its Internet website located at  
3 www.teac-usa.com, and its incorporated and/or related systems or products  
4 (collectively the “TEAC Website”). Plaintiff is informed and believes, and on that  
5 basis alleges, that, at all times relevant hereto, Defendant has done and continues to  
6 do business in this judicial district, including, but not limited to, providing  
7 products/services to customers located in this judicial district by way of the TEAC  
8 Website.  
9  
10  
11

### 12 JURISDICTION AND VENUE

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

16  
17 6. The Court has subject matter jurisdiction over this action pursuant to  
18 28 U.S.C. §§1331 and 1338(a).

19  
20 7. This Court has personal jurisdiction over Defendant by virtue of its  
21 systematic and continuous contacts with this jurisdiction and its residence in this  
22 District, as well as because of the injury to Plaintiff, and the cause of action  
23 Plaintiff has risen in this District, as alleged herein.  
24

25 8. Defendant is subject to this Court’s specific and general personal  
26 jurisdiction pursuant to its substantial business in this forum, including: (i) at least  
27 a portion of the infringements alleged herein; (ii) regularly doing or soliciting  
28

1 business, engaging in other persistent courses of conduct, and/or deriving  
2 substantial revenue from goods and services provided to individuals in Delaware  
3 and in this judicial District; and (iii) being incorporated 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 under the Supreme Court's opinion in  
7 *TC Heartland v. Kraft Foods Group Brands LLC*, 137 S. Ct. 1514 (2017) through  
8 its incorporation, and regular and established place of business in this District.  
9

10  
11 **FACTUAL ALLEGATIONS**

12 10. On January 22, 2008, the United States Patent and Trademark Office  
13 ("USPTO") duly and legally issued the '046 Patent, entitled "METHOD AND  
14 SYSTEM FOR THE SECURE USE OF A NETWORK SERVICE" after a full and  
15 fair examination. The '046 Patent is attached hereto as Exhibit A and incorporated  
16 herein as if fully rewritten.  
17

18  
19 11. Plaintiff is presently the owner of the '046 Patent, having received all  
20 right, title and interest in and to the '046 Patent from the previous assignee of  
21 record. Plaintiff possesses all rights of recovery under the '046 Patent, including  
22 the exclusive right to recover for past infringement.  
23

24  
25 12. To the extent required, Plaintiff has complied with all marking  
26 requirements under 35 U.S.C. § 287.  
27

1           13. The invention claimed in the '046 Patent comprises a method for the  
2 secure use of a network service using a blackboard on which all usable services are  
3 entered.  
4

5           14. Claim 1 of the '046 Patent states:

6                           “1. A method for the secure use of a network service using a  
7 blackboard on which all usable services are entered, the method  
8 comprising the steps of: detecting a service which has not yet been  
9 entered on the blackboard; executing a first check to determine  
10 whether use of the service is allowed; entering the service in the  
11 blackboard only if it is determined that use of the service is allowed;  
12 loading an interface driver related to the service on the blackboard;  
13 extending the loaded interface driver on the blackboard with at least  
14 one security function to form a secured interface driver; loading the  
15 secured interface driver related to the service prior to the first use of  
16 the service; and executing a second check by a second security  
17 function prior to the use of the service to determine if use of the  
18 service is allowed by a user.” *See* Exhibit A.

19           15. Defendant commercializes, inter alia, methods that perform all the  
20 steps recited in at least one claim of the '046 Patent. More particularly, Defendant  
21 commercializes, inter alia, methods that perform all the steps recited in Claim 1 of  
22 the '046 Patent. Specifically, Defendant makes, uses, sells, offers for sale, or  
23 imports a method that encompasses that which is covered by Claim 1 of the '046  
24 Patent.  
25  
26  
27  
28

**DEFENDANT’S PRODUCTS**

1  
2  
3 16. Defendant offers solutions, such as the “TEAC CD-800NT” (the  
4 “Accused Product”), that enables a method for the secure use of a network service  
5 using a blackboard on which all usable services are entered. For example, the  
6 Accused Product performs the method for the secure use of a network service  
7 using a blackboard on which all usable services are entered. A non-limiting and  
8 exemplary claim chart comparing the Accused Product to Claim 1 of the ‘046  
9 Patent is attached hereto as Exhibit B and incorporated herein as if fully rewritten.  
10  
11

12 17. As recited in Claim 1, upon information and belief and at least testing  
13 and usage, the Accused Product utilizes a DLNA client (e.g., a TV or a Hi-Fi  
14 system) which practices a method for secure use of a network service (e.g., various  
15 services provided by DLNA enabled servers) using a blackboard (e.g., a  
16 software/hardware component that stores all available DLNA services and  
17 corresponding servers/devices, among others) on which all usable services (e.g.,  
18 services provided by DLNA servers) are entered. The Accused Product supports  
19 DLNA and can stream multimedia to TVs and Hi-Fi system which are DLNA  
20 compatible. DLNA utilizes UPnP device architecture and UPnP’s service and  
21 device discovery mechanism to discover various devices and corresponding  
22 services available on a network. SSDP protocol (Simple Service Discovery  
23 Protocol) is used by UPnP devices to discover services available from UPnP  
24  
25  
26  
27  
28

1 servers (e.g., DLNA servers in DLNA networks). The DLNA protocol allows a  
2 DLNA client (e.g., a UPnP control point) to discover DLNA services provided by  
3 DLNA servers (e.g., UPnP servers/devices). On information and belief, the  
4 accused product, in its internal testing and usage, utilizes a DLNA client which  
5 must utilize a blackboard (e.g. database or lookup table) that stores services  
6 provided by discovered DLNA servers. *See* Exhibit B.  
7  
8

9  
10 18. As recited in one step of Claim 1, upon information and belief, the  
11 Accused Product utilizes a DLNA client (e.g., a UPnP control point) which will  
12 send out an M-SEARCH to discover DLNA servers (e.g., UPnP servers/devices).  
13 In response, a DLNA server (e.g., a UPnP server/device) will send a response with  
14 a location header that includes an HTTP URL that holds an UPnP description of  
15 the DLNA server (e.g., a UPnP servers/device). The DLNA client (e.g., a UPnP  
16 control point) will then send a HTTP GET message to the HTTP URL in the  
17 location header. If the HTTP GET is sent to the correct HTTP URL originally  
18 provided by the DLNA server (e.g., a UPnP server/device), the DLNA server (e.g.,  
19 a UPnP servers/device) will send the DLNA client (e.g., a UPnP control point) that  
20 identifies the services a client can utilize. The response of the DLNA server (e.g., a  
21 UPnP server/device) includes a list of the commands, or actions, the service  
22 responds to, and parameters, or arguments, for each action; the description for a  
23 service also includes a list of variables; these variables model the state of the  
24  
25  
26  
27  
28

1 service at run time, and are described in terms of their data type, range, and event  
2 characteristics. As such the service, offered by the DLNA server (e.g., a UPnP  
3 server) identified by the DLNA client (e.g., a UPnP control point) is added to the  
4 blackboard. Further, the DLNA client can invoke actions through HTTP methods  
5 using the controlURL sub element of service element of device description  
6 provided by the DLNA server (e.g., a UPnP server/device). The DLNA client  
7 further is also configured to load a presentation page to its browser to invoke  
8 actions from DLNA server (e.g., UPnP server). *See* Exhibit B.

12 19. As recited in another step of Claim 1, upon information and belief, the  
13 Accused Product utilizes a system in which a first check is executed to determine  
14 whether a use of the service is allowed. a DLNA client (e.g., a UPnP control point)  
15 sends out an M-SEARCH that defines particular services that the client is looking  
16 for. A DLNA server (e.g., a UPnP server/device) will only respond to this request  
17 if they provide services that the client is searching for. This serves as a first check  
18 that ensures that the services provided by a DLNA server (e.g., UPnP  
19 server/device) responding to the client can in fact be used by the client. *See* Exhibit  
20 B.

25 20. As recited in another step of Claim 1, upon information and belief, the  
26 Accused Product utilizes a system in which a first check is executed to determine  
27 whether a user of the service is allowed. A DIAL client sends out an M-SEARCH



1 that defines particular services that the client is looking for. A UPnP device will  
2 only respond to this request if they provide services that the client is searching for.  
3  
4 This serves as a first check that ensures that the services provided by a DLNA  
5 server responding to the client can in fact be used by the client. *See Exhibit B.*

6  
7 21. As recited in another step of Claim 1, upon information and belief, the  
8 Accused Product will only enter the service (e.g., access to DLNA server and its  
9 services) in the blackboard (e.g. a database or list of available servers/services)  
10 only if it is determined that the use of the service is allowed (e.g. the server/service  
11 responding to a client request matches the service defined in the request). *See*  
12  
13 *Exhibit B.*

14  
15 22. As recited in another step of Claim 1, upon information and belief, the  
16 Accused Product utilizes a system that loads an interface driver related to the  
17 service on the blackboard (e.g. the client's receipt of a control and presentation  
18 URLs of the service offered by the DLNA server identifies the services that can be  
19 provided by the DLNA server). The client's receipt of the controlURL allows the  
20 client to interface with the DLNA server in order to invoke a service related action  
21 on the said DLNA server. The DLNA client further is also configured to load a  
22 presentation page to its browser to invoke actions from the DLNA server (e.g.,  
23 UPnP server). A DLNA client (e.g., a UPnP control point) will send out an M-  
24 SEARCH to discover DLNA servers (e.g., UPnP servers/devices). In response, a  
25  
26  
27  
28

1 DLNA server (e.g., a UPnP servers/device) will send a response with a location  
2 header that includes an HTTP URL that holds an UPnP description of the DLNA  
3 server (e.g., a UPnP server/device). The DLNA client (e.g., a UPnP control point)  
4 will then send a HTTP GET message to the HTTP URL in the location header. If  
5 the HTTP GET is sent to the correct HTTP URL originally provided by the DLNA  
6 server (e.g., a UPnP servers/device), the DLNA server (e.g., a UPnP  
7 servers/device) will send the DLNA client (e.g., a UPnP control point) that  
8 identifies the services a client can utilize. The response of the DLNA server (e.g., a  
9 UPnP server/device) includes a list of the commands, or actions, the service  
10 responds to, and parameters, or arguments, for each action; the description for a  
11 service also includes a list of variables; these variables model the state of the  
12 service at run time, and are described in terms of their data type, range, and event  
13 characteristics. As such the service, offered by the DLNA server (e.g., a UPnP  
14 server) identified by the DLNA client (e.g., a UPnP control point) is added to the  
15 blackboard. Further, the DLNA client can invoke actions through HTTP methods  
16 using the controlURL sub element of service element of device description  
17 provided by the DLNA server (e.g., a UPnP server/device). *See* Exhibit B.

18  
19  
20  
21  
22  
23  
24  
25 23. As recited in another step of Claim 1, upon information and belief, the  
26 Accused Product practices extending the loaded interface driver (e.g., ControlURL  
27 which can invoke actions related to a service from the DLNA server and the  
28

1 presentationURL which loads a presentation page to invoke actions related to a  
2 service from the DLNA server ) on the blackboard (e.g., a software/hardware  
3 component which logs services and service software) with at least one security  
4 function (e.g., the verification of the signature of the DLNA client (e.g., UPnP  
5 control point/sender) to form a secured interface driver (e.g., upon signature  
6 verification, DLNA server will allow the DLNA client to invoke actions and also  
7 subsequently load presentation page to control/invoke an action from DLNA  
8 server). *See* Exhibit B.

12 24. As recited in another step of Claim 1, upon information and belief, the  
13 Accused Product loads to the DLNA client the secured interface driver related to  
14 the service prior to the first use of the service (e.g., upon signature verification, the  
15 DLNA client (e.g., UPnP control point) loads presentation page to control/invoke  
16 an action related to a service from DLNA server) and executing a second check  
17 (e.g., a check to determine if the action related to the service requires authorization  
18 and the DLNA client is not authorized) by a second security function (e.g., action  
19 specific authorization) prior to the use of the service to determine if use of the  
20 service is allowed by a user. *See* Exhibit B.

25 25. The elements described in paragraphs 16-24 are covered by at least  
26 Claim 1 of the '046 Patent. Thus, Defendant's use of the Accused Product is  
27 enabled by the method described in the '046 Patent.

**INFRINGEMENT OF THE '046 PATENT**

1  
2           26. Plaintiff realleges and incorporates by reference all of the allegations  
3 set forth in the preceding Paragraphs.  
4

5           27. In violation of 35 U.S.C. § 271, Defendant is now, and has been  
6 directly infringing the '046 Patent.  
7

8           28. Defendant has had knowledge of infringement of the '046 Patent at  
9 least as of the service of the present Complaint.  
10

11           29. Defendant has directly infringed and continues to directly infringe at  
12 least one claim of the '046 Patent by using, at least through internal testing or  
13 otherwise, the Accused Product without authority in the United States, and will  
14 continue to do so unless enjoined by this Court. As a direct and proximate result of  
15 Defendant's direct infringement of the '046 Patent, Plaintiff has been and  
16 continues to be damaged.  
17

18           30. By engaging in the conduct described herein, Defendant has injured  
19 Plaintiff and is thus liable for infringement of the '046 Patent, pursuant to 35 U.S.C.  
20 § 271.  
21

22           31. Defendant has committed these acts of infringement without license  
23 or authorization.  
24

25           32. As a result of Defendant's infringement of the '046 Patent, Plaintiff  
26 has suffered monetary damages and is entitled to a monetary judgment in an  
27  
28

1 amount adequate to compensate for Defendant's past infringement, together with  
2 interests and costs.

3  
4 33. Plaintiff will continue to suffer damages in the future unless  
5 Defendant's infringing activities are enjoined by this Court. As such, Plaintiff is  
6 entitled to compensation for any continuing and/or future infringement up until the  
7 date that Defendant is finally and permanently enjoined from further infringement.  
8

9  
10 34. Plaintiff reserves the right to modify its infringement theories as  
11 discovery progresses in this case; it shall not be estopped for infringement  
12 contention or claim construction purposes by the claim charts that it provides with  
13 this Complaint. The claim chart depicted in Exhibit B is intended to satisfy the  
14 notice requirements of Rule 8(a)(2) of the Federal Rule of Civil Procedure and  
15 does not represent Plaintiff's preliminary or final infringement contentions or  
16 preliminary or final claim construction positions.  
17  
18

19 **DEMAND FOR JURY TRIAL**

20  
21 35. Plaintiff demands a trial by jury of any and all causes of action.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for the following relief:

24  
25 a. That Defendant be adjudged to have directly infringed the '046 Patent  
26 either literally or under the doctrine of equivalents;  
27  
28

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

3  
4           c.      That Defendant, its officers, directors, agents, servants, employees,  
5 attorneys, affiliates, divisions, branches, parents, and those persons in active  
6 concert or participation with any of them, be permanently restrained and enjoined  
7 from directly infringing the ‘046 Patent;

8  
9           d.      An award of damages pursuant to 35 U.S.C. §284 sufficient to  
10 compensate Plaintiff for the Defendant’s past infringement and any continuing or  
11 future infringement up until the date that Defendant is finally and permanently  
12 enjoined from further infringement, including compensatory damages;

13  
14           e.      An assessment of pre-judgment and post-judgment interest and costs  
15 against Defendant, together with an award of such interest and costs, in accordance  
16 with 35 U.S.C. §284;

17  
18           f.      That Defendant be directed to pay enhanced damages, including  
19 Plaintiff’s attorneys’ fees incurred in connection with this lawsuit pursuant to 35  
20 U.S.C. §285; and

21  
22           g.      That Plaintiff be granted such other and further relief as this Court  
23 may deem just and proper.  
24  
25

26  
27                                   [signature page to follow]

1 Dated: October \_\_\_\_, 2020

Respectfully submitted,

2  
3 INSIGHT, PLC

4 /s/

5 Steven Ritcheson (SBN 1674062)  
6 578 Washington Boulevard #503  
7 Marina del Rey, California 90291  
8 Phone: (424) 289-9191  
9 switcheson@insightplc.com

10 Andrew S. Curfman  
11 (*Pro hac vice forthcoming*)  
12 Sand, Sebolt & Wernow Co., LPA  
13 Aegis Tower – Suite 1100  
14 4940 Munson Street NW  
15 Canton, Ohio 44718  
16 Telephone: (330) 244-1174  
17 Facsimile: (330) 244-1173  
18 Email: andrew.curfman@sswip.com

19  
20  
21  
22  
23  
24  
25  
26  
27  
28 ATTORNEYS FOR PLAINTIFF  
CASSIOPEIA IP LLC