

1 Gary E. Shoffner (SBN 73663)
2 Law Offices of Gary Shoffner
3 414 W 4th Street, Suite A
4 Santa Ana, CA 92701
5 Tel.: (714) 550-5010
6 ges@shoffnerlawfirm.com

7 Mark J. Rosenberg (*pro hac vice* application to be submitted)
8 mrosenberg@tarterkrinsky.com
9 TARTER KRINSKY & DROGIN LLP
10 1350 Broadway
11 New York, New York 10018
12 Tel.: (212) 216-8000
13 Fax: (212) 216-8001

14 *Attorneys for Plaintiff*

15
16
17
18
19
20
21
22
23
24
25
26
27
28
**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GET LIT, LLC,

Plaintiff,

v.

GOLDEN GENERAL LLC,

Defendant.

Case No:

**COMPLAINT WITH JURY
DEMAND**

1 Plaintiff Get Lit, LLC (“Get Lit”) files this complaint for patent infringement
2 and demand for jury trial against defendant Golden General LLC (“Defendant”) and
3 alleges as follows:

4 **THE PARTIES**

5 1. Get Lit is a limited liability company formed under the laws of the State
6 of Kansas with a place of business at 1309 N. Mosley Street, Wichita, Kansas 67214.

7 2. Upon information and belief, Defendant Golden General LLC is a
8 limited liability company formed under the laws of the state of California with a place
9 of business at 2913 El Camino Real #409, Tustin, CA 92782.

10 **NATURE OF THE ACTION**

11 3. This is an action for patent infringement arising under the Patent Laws
12 of the United States, 35 U.S.C. §§ 1 *et seq.*, specifically, Defendant’s infringement of
13 U.S. Patent No. 10,588,202 (the “‘202 Patent”) which is owned by Get Lit.

14 **JURISDICTION AND VENUE**

15 4. This is a civil action for patent infringement arising under the patent laws
16 of the United States, 35 U.S.C. § 100 *et seq.* The Court has subject matter jurisdiction
17 over the action pursuant to 28 U.S.C § 1331 and 28 U.S.C. §1338(a), as it involves
18 substantial claims arising under the Lanham Act.

19 5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this
20 Court may properly exercise personal jurisdiction over Defendant as it is engaging in
21 the conduct complained of herein, residing and doing business in the State of
22 California. Defendant directly targets business activities toward consumers in the
23 United States, including California, through at least its fully interactive, e-commerce
24 store operating on Amazon.com (“Amazon”). Specifically, Defendant has targeted
25 sales to California residents by setting up and operating an Amazon store, offer
26 shipping to California residents, and, upon information and belief, having sold
27 products that infringe the ‘202 Patent to residents of California. Defendant is

1 committing tortious acts in California, is engaging in interstate commerce, and has
2 wrongfully caused Get Lit substantial injury in the State of California.

3 **BACKGROUND**

4 6. Get Lit is an online distributor of a variety of lighting products and digital
5 picture frames, all of which are handmade in Wichita, Kansas.

6 7. Get Lit's most successful product is its line of FRIENDSHIP LAMPs®.

7 8. FRIENDSHIP LAMPs® are Wi-Fi enabled, programmable lamps that
8 enable users to connect two or more FRIENDSHIP LAMPs® to communicate with
9 each other, such that when one lamp is touched, both FRIENDSHIP LAMPs® light
10 up. Users can program their FRIENDSHIP LAMPs® so that their light turns one of
11 250 different colors, to which the members of the group can assign different
12 meanings.

13 9. Get Lit's FRIENDSHIP LAMPs® are covered by the '202 Patent as well
14 as by U.S. Patent No. 11,129,263 (the "'263 Patent").

15 **THE '202 PATENT**

16 10. The United States Patent and Trademark Office duly and legally issued
17 the '202 Patent on March 10, 2020. A true and correct copy of the '202 Patent is
18 attached hereto as **Exhibit 1**.

19 11. The '202 Patent, entitled Communicative Lighting Systems, claims a
20 communicative lighting system comprised of a plurality of network connected light
21 sources. Each light source possesses an identifier permitting the light sources to be
22 associated with one another. An input received by one light source alters the light
23 output of that light source as well as other light sources associated with it. The light
24 output of a light source may be altered by changing color, brightening or dimming,
25 blinking, adjusting which of a plurality of light emitting diodes are activated or
26 otherwise modifying the type or amount of light output.

27 12. Claim 1 of the '202 Patent reads as follows:

1 A communicative lighting system comprising:

2
3 a first light source connected to a first network, the first light source
4 having at least one input mechanism, at least one light output
5 mechanism, and a permanently assigned first identifier retained in a
6 non-transitory computer-readable memory within the first light source,
the non-transitory computer-readable memory within the first light
source further providing computer readable instructions to be executed
by a computer processor within the first light source;

7 a second light source connected to a second network, the second light
8 source having at least one input mechanism, at least one light output
9 mechanism, and a permanently assigned second identifier retained in a
10 non-transitory computer-readable memory within the second light
source, the non-transitory computer-readable memory within the
second light source further providing computer readable instructions to
be executed by a computer processor within the second light source;
and

11 a server connected to at least one network accessible to both the first
12 light source via the first network and the second light source via the
13 second network, the server receiving messages from at least the first
14 light source and the second light source to associate the first light source
15 and the second light source with one another, such that when an input
16 is made using the at least one input mechanism at the first light source
17 the operation of the at least one light output mechanism of the second
18 light source alters and such that when an input is made using the at least
19 one input mechanism at the second light source the operation of the at
20 least one light output mechanism of the first light source alters; and
21 wherein the computer readable instructions retained in the non-
22 transitory computer-readable memories of the first light source and the
23 second light source cause the computer processors of the first light
source and the second light source to contact the server to register a
network address of each of the first light source and the second light
source, and wherein the receipt of an input at the input mechanism of
the first light source causes a message to be transmitted from the first
light source to the server and then from the server to the second light
source to alter the operation of the at least one light output mechanism
of the second light source, and wherein the receipt of an input at the
input mechanism of the second light source causes a message to be
transmitted from the second light source to the server and then from the
server to the first light source to alter the operation of the at least one
light output mechanism of the first light source.

24 13. As the '202 Patent was determined by the United States Patent and
25 Trademark Office to be valid, enforceable, and patent-eligible, the '202 Patent is
26 granted a presumption of validity pursuant to 35 U.S.C. § 282.

1 14. Get Lit is the owner by assignment of all right, title and interest in and
2 to the ‘202 Patent.

3 15. At all times relevant hereto, Get Lit complied with the statutory
4 requirement of 35 U.S.C. § 287 placing a notice of the ‘202 Patent on the
5 FRIENDSHIP LAMPs® it sells.

6 **DEFENDANT’S INFRINGING CONDUCT**

7 16. Upon information and belief, Defendant operates the “Golden General”
8 online storefront on Amazon through which it offers and sells Wi-Fi connected “touch
9 lamps” (the “Accused Products”) under the iHug brand.

10 17. According to Defendant’s description of the Accused Products on its
11 Amazon listing for the Accused Products, Defendant states that the Accused Products
12 are “Customizable Long Distance Touch Lamp WiFi Enabled, with Programmable
13 Colors” such that “[w]hen you tap your friendahip [sic] lamps, then all the other lamps
14 on your group will light up.”

15 18. As more fully set forth in **Exhibit 2** hereto, the Accused Products read
16 on each and every element of independent claims 1 and 11 of the ‘202 Patent.

17 19. On or about November 23, 2022, Get Lit, through Amazon, put
18 Defendant on notice of its infringement of the ‘202 Patent.

19 20. In addition, on or about January 24, 2023, Get Lit, through its attorneys,
20 put Defendant on notice of its infringement of the ‘202 Patent. Said notice included a
21 claim chart which described in detail how the Accused Products read on each and
22 every element of the ‘202 Patent.

23 21. The notice also demanded, among other things, that Defendant
24 “immediately and permanently cease and desist from offering for sale, selling,
25 importing or manufacturing any communicative lighting products that infringe U.S.
26 Patent Nos. 10,588,202.” To date, Defendant has not complied with this demand.

COUNT I

DIRECT PATENT INFRINGEMENT

22. Get Lit restates and incorporates by reference Paragraphs 1 through 21 of this Complaint.

23. In violation of 35 U.S.C. § 271, Defendant makes, uses, offers for sale, sells, and/or imports in the United States products that infringe at least Claim 1 of the '202 Patent, namely the Accused Products.

24. Defendant has directly infringed one or more claims of the '202 Patent through manufacture, use, sale, offer for sale, and/or importation of the Accused Products into the United States.

25. The Accused Products include all of the limitations of at least Claim 1 of the '202 as shown in the claim chart attached hereto as Exhibit 2.

26. Defendant's infringement of the '202 Patent is willful, deliberate, and intentional by continuing its acts of infringement after becoming aware of the '202 Patent and its infringement thereof, thus acting in reckless disregard of Get Lit's patent rights.

27. Despite being put on written notice of Get Lit's Patent rights, Defendant continues to import and sell the Accused Products in the United States.

28. Because of Defendant's infringement of the '202 Patent, Get Lit has suffered and will continue to suffer irreparable harm and injury, including monetary damages in an amount to be determined at trial.

29. Upon information and belief, unless enjoined, Defendant, and/or others acting on behalf of Defendant, will continue its infringing acts, thereby causing additional irreparable injury to Get Lit for which there is no adequate remedy at law.

COUNT II

CONTRIBUTORY PATENT INFRINGEMENT

(IN THE ALTERNATIVE)

1 30. Get Lit restates and incorporates by reference Paragraphs 1 through 29
2 of this Complaint.

3 31. In violation of 35 U.S.C. § 271, Defendant induces others to infringe at
4 least Claim 1 of the ‘202 Patent.

5 32. Since at least November 23, 2022, Defendant has known of the ‘202
6 Patent and that the Accused Products infringe that Patent.

7 33. Defendant, with full knowledge that the use of the Accused Products
8 infringes the ‘202 Patent, has intentionally induced others to infringe the ‘202 Patent
9 by selling the Accused Products to others for operation in a manner that infringes the
10 patented system. For example, Defendant induced infringement of the ‘202 Patent by
11 actively and knowingly encouraging and facilitating, through its statements on its
12 Amazon store and elsewhere, and sales of the Accused Products, users of the Accused
13 Products to connect the Accused Products to a network accessible by a server,
14 allowing the server to receive messages from Accused Products associated with each
15 other, such that when an input is made on one light source, the light output of the other
16 light source responds in the same way.

17 34. Defendant’s induced infringement of the ‘202 Patent is willful,
18 deliberate, and intentional by continuing its acts of infringement after becoming aware
19 of the ‘202 Patent and its infringement thereof, thus acting in reckless disregard of
20 Get Lit’s patent rights.

21 35. Despite being put on written notice of Get Lit’s patent rights, Defendant
22 continues to import and sell the Accused Products in the United States and otherwise
23 induce the infringement of the ‘202 Patent.

24 36. Because of Defendant’s induced infringement of the ‘202 Patent, Get Lit
25 has suffered and will continue to suffer irreparable harm and injury, including
26 monetary damages in an amount to be determined at trial.

1 37. Upon information and belief, unless enjoined, Defendant, and/or others
2 acting on behalf of Defendant, will continue its infringing acts, thereby causing
3 additional irreparable injury to Get Lit for which there is no adequate remedy at law.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff Get Lit, LLC respectfully requests the Court enter a
6 judgment against the Defendant as follows:

- 7 A. That Defendant has infringed one or more claims of the ‘202 Patent;
8 B. That Defendant’s infringement of the ‘202 Patent has been willful;
9 C. Pursuant to 35 U.S.C. § 283, permanently enjoining Defendant, its officers,
10 agents, servants, employees, attorneys, instrumentalities, and those persons
11 in privity, active concert, or participation with them, from further acts of
12 direct and/or indirect infringement of the ‘202 Patent including the
13 manufacture, use, sale, offer for sale, and importation of the Accused
14 Products;
15 D. Providing a full accounting for and an award of damages to Get Lit for
16 Defendant’s infringement of the ‘202 Patent, but in no event less than a
17 reasonable royalty, including enhanced damages pursuant to 35 U.S.C. §
18 284 in an amount no less than treble damages, together with pre and post-
19 judgment interest;
20 E. Declaring that this case is exceptional and awarding Get Lit its costs and
21 reasonable attorney fees under 35 U.S.C. § 285; and
22 F. Granting such other and further relief as the Court deems just and proper.
- 23
24
25
26
27

DEMAND FOR JURY TRIAL

Get Lit hereby demands trial by jury on all claims and issues so triable.

Dated: March 22, 2023

Respectfully submitted,

By: /s/ Gary E. Shoffner

Gary E. Shoffner

GES@ShoffnerLawFirm.com

Attorneys for Plaintiff