

United States District Court
for the
Western District of North Carolina

Charlene A. Boehm and)
cpsBioResearch, LLC)
)
Plaintiff,)
)
v.)
)
Future Tech Today, Inc., Joshua Korn)
a/k/a Joshua Parker, and)
AAA Production, Inc.)
)
Defendants.)

Civil Action No.3:12cv831

**Complaint for Patent Infringement and
Wrongful Interference with Contract**

The Parties

1. Plaintiff Charlene A. Boehm is an individual residing at 320 Gilbert Road, Columbus, North Carolina 28722.
2. Plaintiff cpsBioResearch, LLC (“cps”) is a limited liability corporation organized under the laws of the State of North Carolina, with its principal place of business at 320 Gilbert Road, Columbus, North Carolina 28722.
3. Upon information and belief, Defendant Future Tech Today, Inc. (“Future Tech”) is a corporation organized under the laws of the State of Oregon, with

its principal place of business at 1430 Willamette Street, #202, Eugene, Oregon 97401. Future Tech does business in the Western District of North Carolina.

4. Upon information and belief, Defendant Joshua Korn a/k/a/ Joshua Parker (“Korn”) is an individual residing at 1430 Willamette Street, #202, Eugene, Oregon 97401, the same address as noted for Future Tech. Korn does business in the Western District of North Carolina.
5. Upon information and belief, Defendant AAA Production Inc. (“AAA Production”) is a corporation organized under the laws of the State of Utah, with its principal place of business at 14895 North Highway 132, Chester, Utah 84623. AAA Production does business in the Western District of North Carolina.

Jurisdiction

6. This is an action for patent infringement arising under the patent laws of the United States, Title 35, United States Code. Subject matter jurisdiction as to these claims is conferred on this Court by 28 U.S.C. §§ 1331 and 1338(a).
7. This is also an action for wrongful interference with contract under the laws of North Carolina. Subject matter jurisdiction as to this claim is conferred on this Court by 28 U.S.C. § 1367.

8. This Court has personal jurisdiction over Future Tech, Joshua Korn, and AAA Production based on Federal Rule of Civil Procedure 4(e) and the North Carolina Long-Arm Statute, N.C. Gen. Stat. § 1-75.4.
9. Venue is proper in the Western District of North Carolina under 28 U.S.C. §§ 1391 and 1400(b).

Infringement of the Boehm Patent

10. On October 9, 2007, United States Patent No. 7,280,874 (“the Boehm patent”), titled “Methods For Determining Therapeutic Resonant Frequencies” was duly and legally issued to Charlene A. Boehm by the United States Patent and Trademark Office. A true and correct copy of the Boehm patent is attached as Exhibit 1 to this Complaint.
11. Boehm is the owner of the entire right, title, and interest in and to the Boehm patent, and has owned the entire right, title, and interest in and to the Boehm patent continuously from the date the patent was issued to the present.
12. In August 1999, Boehm published a paper describing the methodology she created for determining therapeutic resonant frequencies for various diseases.
13. In 2004, Craig Ledwell contacted Boehm, seeking her assistance with a disease outbreak in Ledwell’s community.
14. In response to Ledwell’s request, Boehm provided Ledwell a relevant set of resonant frequencies for use in the disease outbreak in Ledwell’s community.

15. Subsequently, Ledwell informed Boehm that he intended to use Boehm's method to begin calculating resonant frequencies on his own.
16. Boehm had informed Ledwell that Boehm had applied for a patent on Boehm's method, and that he was not authorized to distribute the resonant frequencies after treating the disease outbreak in Ledwell's community.
17. On information and belief, Ledwell nevertheless proceeded to calculate therapeutic resonant frequencies using the Boehm method.
18. On information and belief, Ledwell subsequently provided the therapeutic resonant frequencies to Joshua Korn of Future Tech, and informed Future Tech that the frequencies were obtained using the calculations developed by Boehm.
19. On information and belief, AAA Production manufactures the GB4000 frequency generator, or frequency-emitting device.
20. On information and belief, Future Tech was a distributor of the GB4000 frequency-emitting device.
21. On information and belief, after obtaining the therapeutic resonant frequencies from Ledwell, Korn provided the therapeutic resonant frequencies to AAA Production for use by customers who purchased the GB4000 frequency-emitting device.
22. Future Tech subsequently used, sold and offered for sale the GB4000 frequency-emitting device and provided the resonant frequencies calculated in

accordance with the Boehm method to customers who purchased the GB4000 frequency-emitting device.

23. Such use, sales, and offers for sale of the GB4000 frequency-emitting device along with the resonant frequencies calculated in accordance with the Boehm method directly infringe the Boehm patent in accordance with 35 U.S.C. § 271(a).
24. Independent of the sales and offers for sale through Future Tech, Korn independently promoted the purchase of the GB4000 frequency-emitting device, and provided the resonant frequencies calculated in accordance with the Boehm method through various websites, including the “RifeClub.com” website.
25. Independent of the sales and offers for sale through Future Tech, and independent of the websites established by Korn, AAA Production sought resonant frequencies from customers of Boehm, and offered to convert those resonant frequencies to higher ranges and then program the higher-range frequencies into the GB4000 frequency-emitting device sold by AAA Production and its dealers.
26. However, the converted higher-range frequencies still use the Boehm method, and in conjunction with the use, sale, or offer of sale of the GB4000 frequency-emitting device, still infringe the Boehm patent.

27. On information and belief, Future Tech, Korn, and AAA Production all have knowledge of the Boehm patent, and know that the use, sale, or offer for sale of resonant frequencies determined in accordance with the Boehm method in conjunction with a frequency-emitting device infringes the Boehm patent.
28. Korn's use of the Boehm method for determining therapeutic resonant frequencies with the GB4000 frequency-emitting device constitutes direct infringement of the Boehm patent in accordance with 35 U.S.C. § 271(a).
29. AAA Production's use of the Boehm method for determining therapeutic resonant frequencies with the GB4000 frequency-emitting device constitutes direct infringement of the Boehm patent in accordance with 35 U.S.C. § 271(a).
30. Additionally, Future Tech, Korn, and AAA Production's distribution of resonant frequencies determined in accordance with the Boehm method as a means to promote and sell the GB4000 frequency-emitting device constitutes induced infringement of the Boehm patent in accordance with 35 U.S.C. § 271(b), because such actions induce purchasers and users of GB4000 frequency-emitting device to directly infringe the Boehm patent.
31. Future Tech, Korn, and AAA Production's acts of infringement have been and continue to be willful, deliberate, and in reckless disregard of Boehm's patent rights.

Wrongful Interference With Contract

32. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 31, inclusive.
33. cps is in the business of licensing frequency information determined in accordance with the Boehm method to its licensees (“clients”).
34. Prior to providing the frequency information to its clients, cps requires its clients to sign its Noncommercial License and Liability Release Agreement (“License Agreement”). A copy of the License Agreement is attached as Exhibit 2.
35. The License Agreement permits the client to print one paper copy of the frequency information and to use the frequency information only for the client’s personal use.
36. The License Agreement prohibits the client from making additional copies of the frequency information, and from passing on the frequency information to anyone else.
37. On information and belief, AAA Production was aware of the existence and content of the license agreement between cps and its clients.
38. And on information and belief, despite this knowledge, AAA Production willfully and wantonly requested that cps clients send the licensed frequency information to AAA Production so that AAA Production could convert those resonant frequencies to higher ranges and then program the higher-range

frequencies into the GB4000 frequency-emitting device sold by AAA Production and its dealers.

39. On information and belief AAA Production's actions allowed it to obtain resonant frequencies calculated using the Boehm method, and to reproduce those frequencies for other customers of AAA production.
40. AAA Production's actions are without justification, and cps has been damaged by those actions, because AAA has made available resonant frequencies obtained through cps clients, thus depriving cps of licensing its frequency information to other prospective clients.
41. Therefore, AAA Production has wrongfully interfered with the contracts between cps and its clients.

Prayer for Relief

WHEREFORE, Plaintiff Charlene Boehm prays for judgment as follows:

- A. Entry of judgment holding Joshua Korn, Future Tech, and AAA Production liable for infringement of the Boehm patent;
- B. An order permanently enjoining Joshua Korn, Future Tech and AAA Production, their officers, agents, servants, employees, and affiliated companies, their assigns and successors in interest, and those persons in active concert or participation with them, from continued acts of infringement of the Boehm patent;

- C. An order that all copies of published results of resonant frequencies prepared using the methods claimed in the Boehm patent be impounded and destroyed, or otherwise reasonably disposed of;
- D. An order awarding Boehm damages resulting from Joshua Korn's, Future Tech's, and AAA Production's infringement of the Boehm patent, together with prejudgment and post-judgment interest;
- E. Trebling of damages under 35 U.S.C. § 284 in view of the willful and deliberate nature of Joshua Korn's, Future Tech's, and AAA Production's infringement of the Boehm patent;
- F. An order awarding Boehm its costs and attorney's fees under 35 U.S.C. § 285;
- G. An order awarding cps damages resulting from AAA Production's wrongful interference with contracts between cps and its clients;
- H. An order awarding cps punitive damages because of AAA Production's willful and wanton conduct; and
- I. Any and all other legal and equitable relief as may be available under law and that the Court may deem proper.

Demand for Jury Trial

Boehm and cps demand a trial by jury for all issues so triable.

Dated: December 14, 2012

By: s/Albert P. Allan
Albert P. Allan
N.C. Bar No. 18882

Attorney for Plaintiffs Charlene A. Boehm
and cpsBioResearch, LLC

ALLAN LAW FIRM, PLLC
409 East Boulevard
Charlotte, North Carolina 28203

(e) alallan@allanplitigation.com
(t) 704-371-5605
(f) 704-372-7411