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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

ENCHANTED IP LLC,
Plaintiff,

v.

BELKIN INTERNATIONAL, INC.,
Defendant,

Patent Civil Action No. 2:19-cv-7572

**ORIGINAL COMPLAINT FOR
PATENT INFRINGEMENT**

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, Enchanted IP LLC (“Enchanted” or “Plaintiff”), through its undersigned attorneys, sues Defendant, Belkin International, Inc. (“Belkin” or “Defendant”), and alleges:

NATURE OF THE ACTION

1. This is an action for infringement of U.S. Patent No. 6,194,871, (“the ’871 patent”), arising under the patent laws of the United States, Title 35, United States Code, 35 U.S.C. §§ 271 and 281. This action relates to the unauthorized making, using, offering for sale, selling, and/or importing of unauthorized products that infringe the claims of the ’871 patent. As set forth herein, Plaintiff brings this action to enjoin Defendant from infringing the ’871 patent and to recover all damages associated with the infringement of the ’871 patent, including attorneys’ fees and costs.

PARTIES

2. Enchanted is a corporation organized and existing under the laws of the State of Texas, with its principal place of business at 6205 Coit Rd, Ste 300 - 1030, Plano, TX 75024-5474.

3. Upon information and belief, Belkin is a corporation organized and existing under the laws of the State of Delaware, having a principal place of business and its headquarters at 12045 East Waterfront Drive, Playa Vista, CA 90094.

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JURISDICTION AND VENUE

4. This action arises under the patent laws of the United States, 35 U.S.C. §§ 100, *et seq*, and this Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1338(a). Venue is proper in this Court under 28 U.S.C. §§ 1391, and 1400(b).

5. Upon information and belief, this Court has personal jurisdiction over Belkin, because, *inter alia*, Belkin has a principal place of business in this district.

6. Upon information and belief, Belkin regularly and continuously transacts business within the State of California, including availing itself of the privilege of conducting business in the State of California by developing, manufacturing, marketing, and/or selling its Belkin products there for use by California citizens. Upon information and belief, Belkin derives substantial revenue from its sales including residents in the State of California. For instance, Belkin offers its products for sale online to customers, including customers in California. *See* <https://www.belkin.com/us/p/P-F7U021/>.

7. Upon information and belief, Belkin will directly and/or through its employees or agents, and/or its customers, uses products, as defined below, that contain each and every element of at least one claim of the '871 patent with the knowledge and/or understanding that such products are used or will be used in this District. For example, Defendant offers the accused product to customers in California through its website. *See id.* Upon information and belief, Defendant has engaged in substantial and not isolated activity within the district. For these reasons, exercise of jurisdiction over Defendant is proper and will not offend traditional notions of fair play and substantial justice.

8. Regarding at least some of its activities, Defendant solicits business from and markets its products to consumers within California by providing a product that verifies an assignment of a user, as described in the '871 patent.

1 9. In addition to Defendant’s continuously and systematically conducting
2 business in California, the causes of action against Defendant are connected (but not
3 limited) to Defendant’s purposeful acts committed in the State of California including
4 Defendant’s use of a charge and discharge control circuit for an external secondary
5 battery, as described in the ‘871 patent.

6 10. Defendant is a company that has a regular and established presence in the
7 district and makes and uses a product that is a charge and discharge control circuit for
8 an external secondary battery that meets each and every claims of at least claim of the
9 ’871 patent.

10 11. For the reasons set forth above, venue is proper in this judicial district
11 under both 28 U.S.C. § 1400(b) because Defendant has committed acts of infringement
12 and has a regular and established place of business in this district.

13 **BACKGROUND**

14 12. On February 27, 2001, the United States Patent and Trademark Office
15 (“USPTO”) duly and legally issued the ’871 patent, entitled “Charge and discharge
16 control circuit and apparatus for secondary battery” after a full and fair examination.
17 *See Exhibit 1.*

18 13. Enchanted is presently the owner of the patent, having received all right,
19 title and interest in and to the ’871 patent from the previous assignee of record.
20 Therefore, Enchanted, as the owner of the entire right, title and interest in the ’871
21 patent, possesses the right to sue for infringement of the ’871 patent to recover past and
22 present damages, as well as seek an injunction or reasonable royalties against future
23 infringement.

24 **THE ’871 patent**

25 14. The ’871 patent contains a total of eighteen (18) claims: two (2)
26 independent claims and sixteen (16) dependent claims.

27 15. The ’871 patent claims a charge and discharge control circuit for an
28 external secondary battery.

1 16. Defendant commercializes, inter alia, charge and discharge control circuit
2 for an external secondary battery that include each and every element and/or performs
3 each and every step of at least one claim of the '871 patent

4 17. The '871 patent will expire no earlier than April 24, 2020.

5 18. The '871 patent discloses and claims, in part, an invention that “relates to
6 a charge and discharge control circuit and an apparatus for preventing overcharge and
7 overdischarge in a secondary battery pack such as a lithium-ion secondary battery used
8 in various types of portable equipment. The present invention particularly relates to a
9 charge and discharge control circuit and an apparatus which are optimum in view of
10 battery life and ensuring the safety of a battery.” *See* Exhibit 1 at Col. 1, lines 8-14.

11 19. The invention disclosed and claimed in the '871 patent solved at least one
12 technical issue associated with the art of battery life and battery safety. For example,
13 the invention provides “a charge and discharge control circuit an apparatus for a
14 secondary battery capable of simultaneously solving the two problems in conformity
15 with each other, i.e., preventing a battery from being erroneously charged by another
16 battery pack even if a plurality of battery packs are connected in parallel and, at the
17 same time, recharging the battery even after battery voltage is completely discharged.”
18 *See id.* at Col. 4, lines 39-46. As such, the invention disclosed and claimed in the '871
19 patent represents a technical solution to a problem charging and discharging of battery
20 technology.

21 **INFRINGEMENT BY BELKIN AND ITS CUSTOMERS**

22 20. The accused products include, but are not limited to, Belkin’s Pocket
23 Power product (“the Accused Products”). Belkin makes, offers for sale, sells, and/or
24 imports the Accused Product. This constitutes direct infringement by Belkin of the
25 claims. *See* Exhibit 1.

26 21. The Accused Product has all of the elements recited in claim 1 of the '871
27 patent. <https://www.belkin.com/us/p/P-F7U021/>.

1 22. Specifically, the Accused Product is an external battery-based power
2 supply that comprises a charge and discharge control circuit (e.g., overcharging
3 protection and an auto-sleep mode circuit) for an external secondary battery (e.g., a
4 battery pack of a device being charged), the charge and discharge control circuit
5 making an external charge control switch nonconductive (e.g., stop power bank from
6 charging the device) based on an overcharge state of the external secondary battery that
7 is detected (e.g., a device that has a voltage outside the protection range) and
8 interrupting a charge operation of the external secondary battery. *Id.*; *see also*
9 <https://www.belkin.com/us/p/P-F7U021/>; [https://www.belkin.com/us/support-](https://www.belkin.com/us/support-article?articleNum=255128)
10 [article?articleNum=255128](https://www.belkin.com/us/support-article?articleNum=255128); [http://blog.ravpower.com/2018/10/leave-phone-](http://blog.ravpower.com/2018/10/leave-phone-connected-to-power-bank/)
11 [connected-to-power-bank/](http://blog.ravpower.com/2018/10/leave-phone-connected-to-power-bank/); [http://blog.ravpower.com/2018/09/busting-myths-about-](http://blog.ravpower.com/2018/09/busting-myths-about-power-banks/)
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Pocket Power 15K Power Bank (aka Portable Charger)

F7U021brBLK

★★★★★ 4.7 (48) Write a review Ask a question

\$49.99

This item is coming soon to Belkin.com

Find a retailer



Belkin Pocket Power 5K/10K/15K Frequently Asked Questions

Share the Article:

1. How do I know if my Belkin Pocket Power 5K/10K/15K is fully charged?

All four light indicators will light up.

2. Does the Belkin Pocket Power 5K/10K/15K support pass-through charging?

No.

3. Is the Belkin Pocket Power 5K/10K/15K an intelligent charger (stops from overcharging)?

The product has several safety features and has been tested under several fault conditions. It is an intelligent charger that has overcharging protection.

4. Can the Belkin Pocket Power 5K/10K/15K charge a laptop (using USB-C to USB-A cord)?

No, this is not recommended.

Overcharge Protection

That idea of a battery significantly degrading due to overcharging **was viable years back**. This however **doesn't apply to the modern devices and power banks**, at least if you use the right one.

Quality power banks feature **overcharge protection**. This is a form of technology that protects your phone battery from overcharging when connected to a power bank. It involves putting in place a power circuit that detects the upper limit of the terminal voltage. When the circuit realizes that your battery has reached its limit, **voltage is cut off**. This means that your power bank will not continue charging a full battery, averting the concern whether your phone is safe when connected to a power bank.



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23. Upon information and belief, the Accused Product comprises a charge control element (e.g., overcharging protection and an auto-sleep mode circuit) for making the charge control switch conductive when a first voltage not less than a predetermined voltage (e.g., minimum voltage required to identify the connection of a device) is applied to a detection terminal for detecting whether a charger is connected thereto or not, thereby making the charge operation of the secondary battery (e.g., a battery pack of the device) possible. <https://www.belkin.com/us/support-article?articleNum=255128>; <https://www.belkin.com/us/p/P-F7U021/>.

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Pocket Power 15K Power Bank (aka Portable Charger)

F7U0215BLK

★★★★★ 4.7 (48) Write a review Ask a question

\$49.99

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24. The Accused Product comprises a charge control element (e.g., overcharging protection and an auto-sleep mode circuit) for making the charge control switch nonconductive (e.g., stopping the power bank from charging the device) when a second voltage not more than the predetermined voltage (e.g., voltage must be less than the overcharge detection threshold voltage) is applied to the detection terminal, thereby making the charge operation of the secondary battery (e.g., a battery pack of the device) impossible. Upon information and belief, in order to prevent a connected external device from overcharging, the accused product disconnects the charge control switch when the predetermined threshold voltage, or a voltage slight less than the said threshold is detected.

<https://www.belkin.com/us/support-article?articleNum=255128>; <https://www.belkin.com/us/p/P-F7U021/>.

Belkin Pocket Power 5K/10K/15K Frequently Asked Questions

Share the Article:

1. How do I know if my Belkin Pocket Power 5K/10K/15K is fully charged?

All four light indicators will light up.

2. Does the Belkin Pocket Power 5K/10K/15K support pass-through charging?

No.

3. Is the Belkin Pocket Power 5K/10K/15K an intelligent charger (stops from overcharging)?

The product has several safety features and has been tested under several fault conditions. It is an intelligent charger that has overcharging protection.

4. Can the Belkin Pocket Power 5K/10K/15K charge a laptop (using USB-C to USB-A cord)?

No, this is not recommended.

1 25. As shown in paragraphs 1 through 24 above, the Accused Product as
2 installed on a mobile device contains all of the elements of at least claim 1 of the '871
3 patent. Defendant's Accused Product is enabled by invention described and claimed in
4 the '871 patent.

5 **COUNT I**

6 **(DIRECT INFRINGEMENT OF THE '871 PATENT BY BELKIN)**

7 26. Each of the preceding paragraphs 1 through 25 are realleged and
8 incorporated as if fully set forth.

9 27. In violation of 35 U.S.C. § 271, Defendant is now, and has been directly
10 infringing the '871 patent.

11 28. Defendant has had knowledge of infringement of the '871 patent, or will
12 have knowledge of infringement of the '871 patent upon the service of this Complaint.
13 Defendant's infringement of the '871 patent will thus be knowing and intentional at
14 least upon the service of this Complaint.

15 29. Defendant has directly infringed and continues to directly infringe at least
16 claim 1 of the '871 patent by making, using, offering to sell, selling, and/or importing
17 the Accused Product with a mobile device without authority in the United States.
18 Defendant does not have a license or authorization to use any product covered by the
19 claims of the '871 patent.

20 30. As a direct and proximate result of Defendant's direct infringement of the
21 '871 patent, Plaintiff has been and continues to be damaged.

22 31. By engaging in the conduct described herein, Defendant has injured
23 Enchanted and is thus liable for direct infringement of the '871 patent, pursuant to 35
24 U.S.C. § 271(a).

25 32. As a result of Defendant's infringement of the '871 patent, Enchanted has
26 suffered monetary damages and is entitled to a monetary judgment in an amount
27 adequate to compensate for Defendant's past infringement, together with interests and
28 costs.

1 found for infringement after service of this Complaint, in accordance with 35 U.S.C.
2 §284;

3 6. That Defendant be directed to pay enhanced damages, including
4 Enchanted's attorneys' fees incurred during this litigation pursuant to 35 U.S.C. §285;
5 and

6 7. Such further relief as this Court deems proper and just, including but not
7 limited to any appropriate relief under Title 35.

8 Dated: August 30, 2019

Respectfully submitted,

9
10 OF COUNSEL:

/s/ Ryan E. Hatch

11 David A. Chavous, Esq.
12 (Application for Admission *Pro Hac Vice*
13 to be filed)

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