

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

RANIR, LLC,

Plaintiff,

v.

PLAYMONSTER LLC and YESBRUSH
LLC,

Defendants.

Civil Action No. 3:22-cv-00059

JURY TRIAL DEMANDED

COMPLAINT

Ranir, LLC (“Ranir”) states its claims of patent infringement against PlayMonster LLC (“PlayMonster”) and YesBrush LLC (“YesBrush”) (collectively “Defendants”) as follows:

NATURE OF THE ACTION

1. This is an action for patent infringement arising under the laws of the United States, 35 U.S.C. § 100 et seq., and more particularly, 35 U.S.C. §§ 271 and 281. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 (Federal Question) and § 1338 (Patent).

THE PARTIES

2. Ranir is a Delaware limited liability company having a place of business at 4701 East Paris Avenue, Grand Rapids, Michigan 49152.

3. PlayMonster is a Delaware limited liability company with its principal place of business at 1400 East Inman Parkway, Beloit, Wisconsin 53511.

4. YesBrush is a California limited liability company having a place of business at 100 Galli Drive, Suite 10, Novato, California 94949.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

6. The Court has personal jurisdiction over PlayMonster because its principal place of business is located in Wisconsin and in this District, PlayMonster offers its products for sale in Wisconsin, PlayMonster has transacted business in Wisconsin, and PlayMonster has committed infringing acts within Wisconsin, including the acts of infringement set forth in this Complaint.

7. Venue is proper in this District as to PlayMonster because PlayMonster has committed acts of infringement in this District, including by marketing, offering for sale, and upon information and belief selling the infringing products in this District as set forth in the Complaint, and PlayMonster's principal place of business is within this District.

8. The Court has personal jurisdiction over YesBrush because upon information and belief, PlayMonster owns and operates YesBrush, which is engaged in substantial and not isolated activities in this state in that it directly or indirectly manufactures the infringement products in China, sells them through PlayMonster in Wisconsin and throughout the country, thus is committing infringing acts within Wisconsin, including the acts of infringement set forth in this Complaint.

9. Venue is proper in this District as to YesBrush because upon information and belief, YesBrush has committed acts of infringement and has a regular and established place of business in this District, including the marketing, offering for sale, and upon information and belief selling the infringing products in this District and through its regular and established place of business in this District in connection with PlayMonster.

BACKGROUND

10. Ranir is a respected worldwide developer and manufacturer of consumer oral care

products, including toothbrushes, tooth whiteners, dental floss, and accessories. Among the products that Ranir developed and manufactures are battery-powered light-up toothbrushes, for which Ranir has received numerous patents in the U.S. and abroad, including the patents-in-suit.

11. Specifically, Ranir manufactures and sells light-up toothbrushes that practice one or more of the patents-in-suit, including the FireFly Lightup Timer Toothbrush, marketed under the Dr. Fresh trade name. In compliance with 35 U.S.C. § 287, the FireFly Lightup Timer Toothbrush is marked with one or more of the patents-in-suit at drfresh.com/patents.

12. PlayMonster imports, offers to sell, and/or sells toothbrushes under the BriteBrush trade name, including the Baby Shark toothbrush, the Sesame Street Elmo toothbrush, and the Game Brush toothbrush (collectively, the “**BriteBrush toothbrushes**”). True and correct photographs of exemplars of the BriteBrush toothbrushes are attached as **Exhibit A**.

13. Specifically, but without limitation, PlayMonster sells BriteBrush toothbrushes throughout the United States, including in this District, and otherwise purposefully directs activities to this District, including through websites (<https://www.playmonster.com/brands/britebrush/> and <https://www.britebrush.com/>) and to other distributors and trade partners.

14. On information and belief, YesBrush directly or indirectly manufactures, markets and sells BriteBrush toothbrushes throughout the United States, including to and through PlayMonster, who upon information and belief owns and operates YesBrush.

15. On information and belief, Defendants have directly and indirectly infringed one or more claims of the patents-in-suit by making, using, selling, offering to sell and importing BriteBrush toothbrushes and by inducing others to directly infringe the patents-in-suit. Defendants took active steps, directly or through contractual relationships with others, with the specific intent to cause them to import, make, use, offer for sale, or sell the BriteBrush toothbrushes in a manner that infringes one or more claims of the patents-in-suit. Such steps by

Defendants included, among other things, advertising and promoting the purchase of the BriteBrush toothbrushes from physical and online retailers (e.g., britebrush.com “Where to Buy”) such as Target, Amazon, Walmart, and Meijer. Defendants performed these steps, which constituted induced infringement, with the knowledge of one or more of the patents-in-suit and with knowledge that the induced acts constitute infringement.

THE PATENTS-IN-SUIT

16. U.S. Patent No. 8,561,244 (“the ’244 Patent”) is entitled “Illuminated Flashing Toothbrush and Method of Use.” The ’244 Patent was duly issued by the United States Patent and Trademark Office on October 22, 2013. A copy of the ’244 Patent is attached as **Exhibit B**.

17. U.S. Patent No. 9,084,473 (“the ’473 Patent”) is entitled “Illuminated Flashing Toothbrush and Method of Use.” The ’473 Patent was duly issued by the United States Patent and Trademark Office on July 21, 2015. A copy of the ’473 Patent is attached as **Exhibit C**.

18. U.S. Patent No. 10,085,549 (“the ’549 Patent”) is entitled “Illuminated Flashing Toothbrush and Method of Use.” The ’549 Patent was duly issued by the United States Patent and Trademark Office on October 2, 2018. A copy of the ’549 Patent is attached as **Exhibit D**.

19. U.S. Patent No. 11,103,059 (“the ’059 Patent”) is entitled “Illuminated Flashing Toothbrush and Method of Use.” The ’059 Patent was duly issued by the United States Patent and Trademark Office on August 31, 2021. A copy of the ’059 Patent is attached as **Exhibit E**.

20. U.S. Patent No. 11,191,349 (“the ’349 Patent”) is entitled “Illuminated Flashing Toothbrush and Method of Use.” The ’349 Patent was duly issued by the United States Patent and Trademark Office on December 7, 2021. A copy of the ’349 Patent is attached as **Exhibit F**.

21. Ranir is the assignee possessing all substantial right, title, and interest in the ’244 Patent, the ’473 Patent, the ’549 Patent, the ’059 Patent, and the ’349 Patent (collectively, the “**Patents-in-Suit**”) including the right to sue for to and recover damages for past and future

infringement thereof.

22. Defendants were aware and had actual notice of several of the Patents-in-Suit at least as early as early as June 16, 2021. At that time, Ranir sent YesBrush and PlayMonster a letter with claim charts outlining their infringement of at least claim 1 of the '244 Patent, claim 1 of the '473 Patent, and claim 14 of the '549 Patent, while also providing actual notice of the allowed claims of U.S. Patent Application 16/141,550, which matured into the '059 Patent. Ranir sent YesBrush and PlayMonster a follow-up letter dated August 18, 2021, further confirming infringement of claims of the Patents-in-Suit.

23. As a result of the correspondence described above, Defendants were aware of the Patents-in-Suit and were aware that the BriteBrush toothbrushes infringe the Patents-in-Suit. Despite such notice, Defendants continued their infringement without a reasonable basis for doing so and thus were objectively reckless in continuing their infringing activity.

24. Defendants' infringement of the Patents-in-Suit is causing irreparable harm to Ranir and will continue to cause irreparable harm unless enjoined by this Court.

COUNT I: INFRINGEMENT OF THE '244 PATENT

25. Ranir incorporates by reference all preceding paragraphs. As described below, Defendants have infringed and continue to infringe the '244 Patent, literally and/or under the doctrine of equivalents.

26. The Baby Shark toothbrush, the Sesame Street Elmo toothbrush, and the Game Brush toothbrush infringe at least claims 1–2, 4, 6, 8–9, 11–13, 15, and 17 of the '244 Patent, literally and/or under the doctrine of equivalents. Defendants have been and are still making, importing, offering for sale, selling, and/or using within and from the United States these products and thus directly infringe at least claims 1–2, 4, 6, 8–9, 11–13, 15, and 17 of the '244 Patent.

27. As an example, attached as **Exhibit G** is a preliminary and exemplary claim chart detailing Defendants' infringement of claims 1–2, 4, 6, 8–9, 11–13, 15, and 17 of the '244 Patent. This chart is not intended to limit Ranir's right to modify the chart or allege that other activities of YesBrush and/or PlayMonster infringe the identified claims or any other claims of the '244 Patent.

28. Additionally, Defendants provide the Baby Shark toothbrush, the Sesame Street Elmo toothbrush, and the Game Brush toothbrush to physical and online retailers in United States, including Amazon, Walmart, Target, and Meijer, who, in turn, offer for sale and sell these products to consumers, thus infringing at least claims 1–2, 4, 6, 8–9, 11–13, 15, and 17 of the '244 Patent. Defendants therefore indirectly infringe the '244 Patent by inducing infringement by physical and online retailers in accordance with 35 U.S.C. § 271(b).

29. The Dr. Fresh FireFly Lightup Timer Toothbrush has been marked with the '244 Patent at drfresh.com/patents since at least May 2017.

30. Defendants have received actual notice of the infringement by the June 16, 2021, letter and by virtue of the filing of this lawsuit.

31. Defendants' infringement of the '244 Patent has been intentional and willful, making this an exceptional case.

32. Defendants' continued infringement of the '244 Patent has damaged and will continue to damage Ranir. Ranir is entitled to recover from Defendants the damages sustained by Ranir as a result of Defendants' wrongful acts in an amount subject to proof at trial.

COUNT II: INFRINGEMENT OF THE '473 PATENT

33. Ranir incorporates by reference all preceding paragraphs. As described below, Defendants have infringed and continue to infringe the '473 Patent, literally and/or under the doctrine of equivalents.

34. The Baby Shark toothbrush, Sesame Street Elmo toothbrush, and Game Brush toothbrush infringe at least claims 1–2 and 4–5 of the '473 Patent, literally and/or under the doctrine of equivalents. Defendants have been and are still making, importing, offering for sale, selling, and/or using within and from the United States these products and thus directly infringe at least claims 1–2 and 4–5 of the '473 Patent.

35. As an example, attached as **Exhibit H** is a preliminary and exemplary claim chart detailing Defendants' infringement of claims 1–2 and 4–5 of the '473 Patent. This chart is not intended to limit Ranir's right to modify the chart or allege that other activities of YesBrush and/or PlayMonster infringe the identified claims or any other claims of the '473 Patent.

36. Additionally, Defendants provide the Baby Shark toothbrush, the Sesame Street Elmo toothbrush, and the Game Brush toothbrush to physical and online retailers in United States, including Amazon, Walmart, Target, and Meijer, who, in turn, offer for sale and sell these products to consumers, thus infringing at least claims 1–2 and 4–5 of the '473 Patent. Defendants therefore indirectly infringe the '473 Patent by inducing infringement by physical and online retailers in accordance with 35 U.S.C. § 271(b).

37. The Dr. Fresh FireFly Lightup Timer Toothbrush has been marked with the '473 Patent at drfresh.com/patents since at least May 2017.

38. Defendants have received actual notice of the infringement by the June 16, 2021, letter and by virtue of the filing of this lawsuit.

39. Defendants' infringement of the '473 Patent has been intentional and willful, making this an exceptional case.

40. Defendants' continued infringement of the '473 Patent has damaged and will continue to damage Ranir. Ranir is entitled to recover from Defendants the damages sustained by Ranir as a result of Defendants' wrongful acts in an amount subject to proof at trial.

COUNT III: INFRINGEMENT OF THE '549 PATENT

41. Ranir incorporates by reference all preceding paragraphs. As described below, Defendants have infringed and continue to infringe the '549 Patent, literally and/or under the doctrine of equivalents.

42. The Baby Shark toothbrush, the Sesame Street Elmo toothbrush, and the Game Brush toothbrush infringe at least claims 14–15, 17, and 19–20 of the '549 Patent, literally and/or under the doctrine of equivalents. Defendants have been and are still making, importing, offering for sale, selling, and/or using within and from the United States these products and thus directly infringe at least claims 14–15, 17, and 19–20 of the '549 Patent.

43. As an example, attached as **Exhibit I** is a preliminary and exemplary claim chart detailing Defendants' infringement of claims 14–15, 17, and 19–20 of the '549 Patent. This chart is not intended to limit Ranir's right to modify the chart or allege that other activities of YesBrush and/or PlayMonster infringe the identified claims or any other claims of the '549 Patent.

44. Additionally, Defendants provide the Baby Shark toothbrush, the Sesame Street Elmo toothbrush, and the Game Brush toothbrush to physical and online retailers in United States, including Amazon, Walmart, Target, and Meijer, who, in turn, offer for sale and sell these products to consumers, thus infringing at least claims 14–15, 17, and 19–20 of the '549 Patent. Defendants therefore indirectly infringe the '549 Patent by inducing infringement by physical and online retailers in accordance with 35 U.S.C. § 271(b).

45. Defendants have received actual notice of the infringement by the June 16, 2021, letter and by virtue of the filing of this lawsuit.

46. Defendants' infringement of the '549 Patent has been intentional and willful, making this an exceptional case.

47. Defendants' continued infringement of the '549 Patent has damaged and will continue to damage Ranir. Ranir is entitled to recover from Defendants the damages sustained by Ranir as a result of Defendants' wrongful acts in an amount subject to proof at trial.

COUNT IV: INFRINGEMENT OF THE '059 PATENT

48. Ranir incorporates by reference all preceding paragraphs. As described below, Defendants have infringed and continue to infringe the '059 Patent, literally and/or under the doctrine of equivalents.

49. The Baby Shark toothbrush, the Sesame Street Elmo toothbrush, and the Game Brush toothbrush infringe at least claims 14–15, 17, and 19–20 of the '059 Patent, literally and/or under the doctrine of equivalents. Defendants have been and are still making, importing, offering for sale, selling, and/or using within and from the United States these products and thus directly infringe at least claims 14–15, 17, and 19–20 of the '059 Patent.

50. As an example, attached as **Exhibit J** is a preliminary and exemplary claim chart detailing Defendants' infringement of claims 14–15, 17, and 19–20 of the '059 Patent. This chart is not intended to limit Ranir's right to modify the chart or allege that other activities of YesBrush and/or PlayMonster infringe the identified claims or any other claims of the '059 Patent.

51. Additionally, Defendants provide the Baby Shark toothbrush, the Sesame Street Elmo toothbrush, and the Game Brush toothbrush to physical and online retailers in United States, including Amazon, Walmart, Target, and Meijer, who, in turn, offer for sale and sell these products to consumers, thus infringing at least claims 14–15, 17, and 19–20 of the '059 Patent. Defendants therefore indirectly infringe the '059 Patent by inducing infringement by physical and online retailers in accordance with 35 U.S.C. § 271(b).

52. Defendants have received actual notice of the infringement by the June 16, 2021,

letter and by virtue of the filing of this lawsuit.

53. Defendants' infringement of the '059 Patent has been intentional and willful, making this an exceptional case.

54. Defendants' continued infringement of the '059 Patent has damaged and will continue to damage Ranir. Ranir is entitled to recover from Defendants the damages sustained by Ranir as a result of Defendants' wrongful acts in an amount subject to proof at trial.

COUNT V: INFRINGEMENT OF THE '349 PATENT

55. Ranir incorporates by reference all preceding paragraphs. As described below, Defendants have infringed and continue to infringe the '349 Patent, literally and/or under the doctrine of equivalents.

56. The Baby Shark toothbrush, the Sesame Street Elmo toothbrush, and the Game Brush toothbrush infringe at least claims 1–17, 19, and 23–27 of the '349 Patent, literally and/or under the doctrine of equivalents. Defendants have been and are still making, importing, offering for sale, selling, and/or using within and from the United States these products and thus directly infringe at least claims 1–17, 19, and 23–27 of the '349 Patent.

57. As an example, attached as **Exhibit K** is a preliminary and exemplary claim chart detailing Defendants' infringement of claims 1–17, 19, and 23–27 of the '349 Patent. This chart is not intended to limit Ranir's right to modify the chart or allege that other activities of YesBrush and/or PlayMonster infringe the identified claims or any other claims of the '349 Patent.

58. Additionally, Defendants provide the Baby Shark toothbrush, the Sesame Street Elmo toothbrush, and the Game Brush toothbrush to physical and online retailers in United States, including Amazon, Walmart, Target, and Meijer, who, in turn, offer for sale and sell these products to consumers, thus infringing at least claims 1–17, 19, and 23–27 of the '349 Patent.

Defendants therefore indirectly infringe the '349 Patent by inducing infringement by physical and online retailers in accordance with 35 U.S.C. § 271(b).

59. Defendants have received actual notice of the infringement by virtue of the filing of this lawsuit.

60. Defendants' infringement of the '349 Patent has been intentional and willful, making this an exceptional case.

61. Defendants' continued infringement of the '349 Patent has damaged and will continue to damage Ranir. Ranir is entitled to recover from Defendants the damages sustained by Ranir as a result of Defendants' wrongful acts in an amount subject to proof at trial.

REQUEST FOR RELIEF

WHEREFORE, Ranir respectfully requests the following relief:

A. Judgment that Defendants infringed, directly and indirectly, each asserted claim of the Patents-in-Suit, literally and/or under the doctrine of equivalents;

B. Damages adequate to compensate Ranir for Defendants' infringement, but in no event less than a reasonable royalty under 35 U.S.C. § 284;

C. Enter an order trebling damages awarded to Ranir by reason of Defendants' willful infringement of the Patents-in-Suit as provided under 35 U.S.C. § 284;

D. Enter an order awarding Ranir interest on the damages awarded and its costs pursuant to 35 U.S.C. § 284;

E. Enter an order finding that this is an exceptional case and awarding Ranir its costs, expenses, and attorneys' fees pursuant to 35 U.S.C. § 285;

F. Enter an order awarding Ranir pre-issuance damages, within the meaning of 35 U.S.C. § 154(d), to compensate Ranir for Defendants' infringement of the applications that matured into the Patents-in-Suit; and

G. Permanently enjoin Defendants, as well as their officers, agents, directors, employees, attorneys, and all persons acting in concert or participation with them, directly or indirectly, from further infringing the Patents-in-Suit;

H. Award such other relief as the Court may deem appropriate and just under the circumstances.

JURY DEMAND

Ranir demands a trial by jury.

Dated: February 4, 2022

Respectfully submitted,

s/ Jennifer L. Gregor

R. Michael Azzi (*pro hac vice pending*)
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