

1 Jon A. Birmingham (Cal. Bar No. 271034)
2 jbirmi@fitcheven.com
3 FITCH, EVEN, TABIN & FLANNERY LLP
4 20929 Ventura Boulevard, Suite 47403
5 Woodland Hills, CA 91364
6 Telephone: (818) 296-9669
7 Facsimile: (312) 577-7007

8 *Attorney for Plaintiff*
9 ADVENTURE WAGON LLC

10
11
12 **IN THE UNITED STATES DISTRICT COURT**
13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

14 ADVENTURE WAGON LLC,

15 Plaintiff,

16 v.

17 RB COMPONENTS, INC.,

18 Defendant.

Civil Action No. 2:22-cv-7737

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

19 Plaintiff Adventure Wagon LLC (“Adventure Wagon”) files this Complaint
20 against RB Components, Inc. (“RB” or “Defendant”) for infringement of U.S. Patent
21 Nos. 10,933,813 and 11,427,129 (collectively, the “Patents-in-Suit”).

22 **JURISDICTION AND VENUE**

23 1. This is an action for patent infringement arising under the Patent Laws
24 of the United States, 35 U.S.C. § 1, *et seq.* This Court has subject matter jurisdiction
25 over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).
26
27
28

1 2. Defendant resides in this District and therefore this Court has personal
2 jurisdiction over Defendant. Venue lies in this District pursuant to 28 U.S.C.
3 §§ 1391(b) because Defendant is subject to personal jurisdiction in this District.

4 **THE PARTIES**

5 3. Plaintiff Adventure Wagon is a limited liability company duly
6 organized and existing under the laws of the State of Oregon, with its principal place
7 of business at 18135 SW Boones Ferry Road, Portland, Oregon 97224. Adventure
8 Wagon is a leader in developing technologies for the adventuring lifestyle, and is
9 known internationally for its modular interior systems and accessories that enable
10 owners to transform their ordinary vehicle into a custom recreational vehicle.
11 Adventure Wagon makes substantial investments in developing new products, and
12 has long been committed to creating and commercializing new technology for its
13 products, including the technology covered by the Patents-in-Suit.

14 4. Defendant RB Components, Inc. is a corporation organized and
15 existing under the laws of the State of California with its principal place of business
16 at 14050 Freeway Drive, Santa Fe Springs, California 90670. Defendant directly
17 competes with Adventure Wagon in the production, marketing, and sale of
18 recreational vehicle components. Defendant conducts business in and is doing
19 business in this District and elsewhere in the United States including, without
20 limitation, making, using, offering to sell, and/or selling vehicle components that
21 embody the patented technology in this District.

22 **THE PATENTS-IN-SUIT**

23 5. On March 2, 2021, U.S. Patent No. 10,933,813 (“813 Patent”), entitled
24 “Telescoping Bed Platform,” a copy of which is attached hereto as Exhibit A, was
25 duly and legally issued.

1 6. Adventure Wagon is the sole owner of all right, title, and interest in and
2 to the '813 Patent.

3 7. On August 30, 2022, U.S. Patent No. 11,427,129 (“'129 Patent”),
4 entitled “Telescoping Bed Platform,” a copy of which is attached hereto as Exhibit
5 B, was duly and legally issued.

6 8. Adventure Wagon is the sole owner of all right, title, and interest in and
7 to the '129 Patent.

8 9. The Patents-in-Suit cover technologies developed by Adventure
9 Wagon relating to the configuration and installation of a telescoping bed platform
10 system.

11 **DEFENDANT’S INFRINGING PRODUCTS**

12 10. Defendant makes, uses, offers for sale, and/or sells in the United States
13 a variety of vehicle component products in direct competition with Adventure
14 Wagon’s products. Defendant’s vehicle component products are distributed at least
15 through their website at <http://www.rbcomponents.com>, as well as through
16 authorized dealers.

17 11. By at least 2021, Defendant was making, using, offering for sale, and
18 selling a vertically adjustable panel bed kit that included an “L-Track” that could be
19 mounted vertically on a vehicle wall, adjustable panel beds, adjustable L-Track
20 brackets that could be used to mount the bed frame panels into the L-Track, and
21 other associated hardware. When installed, the bed system was vertically adjustable
22 on the L-Track (collectively, “Accused L-Track Bed System”).

23 12. By at least 2021, Defendant was also making, using, offering for sale,
24 and selling additional adjustable panel bed kits, including at least the “4ft. Adj Panel
25 Bed Kit – Universal,” “6ft. Adj Panel Bed Kit – Universal,” “144 Sprinter Van Adj.
26 Panel Bed Kits,” “170 Sprinter Van Adj. Panel Bed Kit,” and “170 EXT Sprinter
27
28

1 Van Adj Panel Bed Kit” (collectively, “Accused Adjustable Panel Bed Kits”). Each
2 Accused Adjustable Panel Bed Kit includes two or three adjustable bed panels, two
3 mounting rails, and other associated hardware. Additional bed panels may be added
4 to existing adjustable panel bed kits to allow for longer bed lengths. Defendant
5 advertises that its Accused Adjustable Panel Bed Kits permit adjustment of the width
6 of the bed and to choose a mounting height within a vehicle.

7 13. By at least 2021, Defendant was also making, using, offering for sale,
8 and selling adjustable bed panels and mounting rails separately. For instance,
9 Defendant’s line of individual adjustable bed panels includes at least the “16”
10 Adjustable Bed Frame – Individual,” “16” w/Extension Adjustable Bed Frame –
11 Individual,” “24” Adjustable Bed Frame – Individual,” and “24” w/Extension
12 Adjustable Bed Frame – Individual.” An Accused Adjustable Panel Bed Kit thus
13 may also be comprised of individual adjustable bed panels and mounting rails sold
14 separately from a kit.

15 **ADVENTURE WAGON’S NOTICE TO DEFENDANT**

16 14. On March 24, 2021, Adventure Wagon sent a letter (“March 24, 2021
17 Letter”) to Defendant, notifying it that the Accused L-Track Bed System infringed
18 Adventure Wagon’s ’813 Patent. *See* Exhibit C.

19 15. On April 8, 2021, counsel for Adventure Wagon received its first
20 correspondence from an attorney for Defendant, Mr. John Bowerbank. On
21 information and belief, on or around May 11, 2021, Defendant removed its
22 adjustable L-Track bracket product from its website.

23 16. In subsequent communications, Mr. Bowerbank thereafter refused to
24 confirm whether he had withdrawn from representing Defendant.

25 17. On September 9, 2022, Adventure Wagon sent a letter (“September 9,
26 2022 Letter”) to Mr. Bowerbank, who, to the best of Adventure Wagon’s knowledge,
27
28

1 remains counsel to Defendant. The September 9, 2022 letter notifies Defendant that
2 the Accused Adjustable Panel Products are infringing the '129 Patent. See Exhibit
3 D.

4 18. To date, Adventure Wagon has received no response to the September
5 9, 2022 letter from Mr. Bowerbank or any other representative of Defendant.

6 **COUNT I**

7 **INFRINGEMENT OF U.S. PATENT NO. 10,933,813**

8 19. Plaintiff herein incorporates the above paragraphs by reference.

9 20. The '813 Patent is valid, enforceable, and was duly issued in full
10 compliance with Title 35 of the United States Code.

11 21. Defendant has directly infringed one or more claims, including at least
12 claim 1 pursuant to 35 U.S.C. § 271(a) by having made, used, sold, and/or offered
13 for sale the Accused L-Track Bed System within the United States and within this
14 District without license or authority.

15 22. Claim 1 of the '813 Patent recites:

16 *1. A modular bed platform system comprising:*

17 *at least one bed platform panel, the at least one bed platform panel including*
18 *a first panel portion and a second panel portion, the first panel portion*
19 *and second panel portion each having a plurality of projections, the*
20 *projections of the first panel portion being arranged alternately with the*
21 *projections of the second panel portion, wherein the first panel portion is*
22 *configured to translate from the second panel portion, such that the length*
23 *of the at least one bed platform panel is increased or decreased by the*
24 *translation,*

25 *at least two vertical tracks configured to be coupled to an interior wall of a*
26 *cargo space of a vehicle in a substantially vertical orientation; and*

1 *at least two horizontal rails configured to be coupled to the at least two*
2 *vertical rails in a substantially horizontal arrangement and configured to*
3 *be coupled to the at least one bed platform panel.*

4 23. Defendant's Accused L-Track Bed System comprised a modular bed
5 platform system. In particular, the Accused L-Track Bed System was sold with at
6 least one bed platform panel, at least two vertical L-tracks that were configured to
7 be coupled to an interior wall of a cargo space of a vehicle in a substantially vertical
8 orientation, and at least two horizontal mounting rails that were configured to be
9 coupled to the vertical L-tracks and the bed platform panels via the L-Track bracket.

10 24. The bed platform panel of the Accused L-Track Bed System has first
11 and second panel portions, each of which has a plurality of projections that are
12 alternately arranged. The panel may be translated to permit the length of the platform
13 panel to increase or decrease.

14 25. Adventure Wagon provided actual notice to Defendant of the '813
15 Patent and of Plaintiff's infringement allegations upon delivery of the March 24,
16 2021 Letter.

17 26. Defendant is also responsible as an indirect infringer of the asserted
18 claim pursuant to 35 U.S.C. § 271(b) because Defendant has induced its customers'
19 direct infringing use of such system claims. Defendant has induced such acts of
20 direct infringement by at least one or more of: (i) providing the Accused L-Track
21 Bed System that was designed be installed in an infringing manner; (ii) dictating, via
22 instruction manuals and support to customers, the manner in which the Accused L-
23 Track Bed System is installed such that when the system is installed as directed, each
24 component of the claimed system is used; (iii) providing instructions and directions
25 to its customers regarding the use of the Accused L-Track Bed System; and
26
27
28

1 (iv) updating and providing ongoing support and maintenance for the Accused L-
2 Track Bed System to its customers.

3 27. Defendant has induced the infringing acts of its customers by engaging
4 in these activities with knowledge of the '813 Patent by at least March 24, 2021, and
5 with the actual intent to cause the acts that it knew or should have known would
6 induce direct infringement and/or willful blindness of a high probability of
7 infringement.

8 28. As a result of Defendant's infringement of at least claim 1 of the '813
9 Patent, Adventure Wagon has suffered monetary damages in an amount yet to be
10 determined, and Adventure Wagon is entitled to recover damages adequate to
11 compensate for such infringement pursuant to 35 U.S.C. § 284 which, by law, cannot
12 be less than a reasonable royalty, together with interest and costs as fixed by this
13 Court.

14 **COUNT II**

15 **INFRINGEMENT OF U.S. PATENT NO. 11,427,129**

16 29. Plaintiff herein incorporates the above paragraphs by reference.

17 30. The '129 Patent is valid, enforceable, and was duly issued in full
18 compliance with Title 35 of the United States Code.

19 31. Defendant has directly infringed, and continues to directly infringe, one
20 or more claims, including at least claim 1 of the '129 Patent pursuant to 35 U.S.C.
21 § 271(a) by making, having made, using, offering for sale and/or selling the Accused
22 Adjustable Panel Products and the Accused L-Track Bed System within the United
23 States and within this District without license or authority.

24 32. Claim 1 of the '129 Patent recites:

25 *1. A modular bed platform system comprising:*

26 *at least one bed platform panel the at least one bed platform panel*
27
28

1 *comprising a first panel portion and a second panel portion, the first*
2 *panel portion and second panel portion each having two or more*
3 *projections, the two or more projections of the first panel portion*
4 *being arranged alternately with the two or more projections of the*
5 *second panel portion across the width of the at least one bed*
6 *platform panel, wherein the first panel portion is configured to move*
7 *relative to the second panel portion, such that the length of the at*
8 *least one bed platform panel is increased or decreased by the*
9 *relative movement of the first and second panel portions; and*
10 *a pair of vehicle wall bedrails, the at least one platform panel being*
11 *securably mountable to the pair of bedrails.*

12 33. Defendant's Accused Adjustable Bed Panel Kits comprise a modular
13 bed platform system. In particular, each Accused Adjustable Bed Panel Kit is sold
14 with at least one bed platform panel and a pair of bedrails configured to be securably
15 mounted to the platform panel.

16 34. The bed platform panel of each Accused Bed Panel Kit has first and
17 second panel portions, each of which has a plurality of projections that are alternately
18 arranged. The panel may be translated to permit the length of the platform panel to
19 increase or decrease.

20 35. Adventure Wagon provided actual notice to Defendant of the '129
21 Patent and of Plaintiff's infringement allegations upon delivery of the September 9,
22 2022 Letter.

23 36. On information and belief, Defendant is acting egregiously and with
24 willful misconduct in that its actions constitute direct infringement of a valid patent.

1 37. Having knowledge of the '129 Patent, Defendant knew that the
2 manufacture, sale, offer for sale, and use of the Accused Adjustable Panel Products
3 results in infringement of the '129 Patent.

4 38. Upon information and belief, Defendant nevertheless has been and will
5 continue to make the Accused Adjustable Panel Products in the United States in
6 large volumes and has been and will continue to make, use, offer for sale, and sell
7 the Accused Adjustable Panel Products in the United States.

8 39. On information and belief, Defendant derives significant revenue by
9 selling the Accused Adjustable Panel Products, and its extensive sales and marketing
10 efforts evidence its intent to continue infringing one or more claims of the '129
11 Patent by making, using, offering to sell, and/or selling the Accused Adjustable
12 Panel Products in the United States.

13 40. Defendant is also responsible as an indirect infringer of the asserted
14 claim pursuant to 35 U.S.C. § 271(b) because Defendant has induced its customers'
15 direct infringing use of such system claims. Defendant has induced such acts of
16 direct infringement by at least one or more of: (i) providing the Accused Adjustable
17 Panel Products that were designed be installed in an infringing manner; (ii) dictating,
18 via instruction manuals and support to customers, the manner in which the Accused
19 Adjustable Panel Products are installed such that when the systems are installed as
20 directed, each component of the claimed systems are used; (iii) providing
21 instructions and directions to its customers regarding the use of the Accused
22 Adjustable Panel Products.

23 41. Defendant has induced the infringing acts of its customers by engaging
24 in these activities with knowledge of the '813 Patent by at least September 9, 2022,
25 and with the actual intent to cause the acts that it knew or should have known would
26
27
28

1 induce direct infringement and/or willful blindness of a high probability of
2 infringement.

3 42. As a result of Defendant's infringement of at least claim 1 of the '129
4 Patent, Adventure Wagon has suffered monetary damages in an amount yet to be
5 determined, and Adventure Wagon is entitled to recover damages adequate to
6 compensate for such infringement pursuant to 35 U.S.C. § 284 which, by law, cannot
7 be less than a reasonable royalty, together with interest and costs as fixed by this
8 Court.

9 43. All infringement of the '129 Patent following Defendant's knowledge
10 of the '129 Patent is willful, and Adventure Wagon is entitled to treble damages and
11 attorneys' fees and costs incurred in this action under 35 U.S.C. §§ 284 and 285.

12 44. Defendant's wrongful acts have damaged and will continue to damage
13 Adventure Wagon irreparably, and Adventure Wagon has no adequate remedy at
14 law for those wrongs and injuries. In addition to its actual damages, Adventure
15 Wagon is entitled to a permanent injunction restraining and enjoining Defendant and
16 its agents, servants, and employees, and all person acting thereunder, in concert with,
17 or on its behalf, from infringing at least claim 1 of the '129 Patent.

18 45. Despite repeated efforts to contact Defendant or Defendant's counsel,
19 Mr. Bowerbank, nobody from Defendant has responded to Adventure Wagon or to
20 undersigned counsel.

21 46. Mr. Bowerbank has refused, despite repeated requests, to confirm that
22 he still represents Defendant, and Defendant has not identified any other counsel.

23 47. The refusal of Defendant's counsel to confirm whether he does or does
24 not represent Defendant was designed to frustrate Adventure Wagon and make it
25 more difficult for Adventure Wagon to secure relief outside of litigation. This action
26 alone and independently is improper and renders this case exceptional.

1 48. The refusal of Defendant to respond to Adventure Wagon or to identify
2 counsel was designed to frustrate Adventure Wagon and make it more difficult for
3 Adventure Wagon to secure relief outside of litigation. This action alone and
4 independently is improper and renders this case exceptional.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for:

7 1. Judgment that the '813 and '129 Patents are each valid and enforceable;

8 2. Judgment that the '813 and '129 Patents are infringed by Defendant;

9 3. Judgment that Defendant’s acts of patent infringement relating to the
10 '129 Patent are willful;

11 4. An award of damages arising out of Defendant’s acts of patent
12 infringement, together with pre-judgment and post-judgment interest;

13 5. An injunction prohibiting Defendant from continuing to practice the
14 '129 Patent;

15 6. A judgment that this case is exceptional;

16 7. Judgment that the damages so adjudged be trebled in accordance with
17 35 U.S.C. § 284;

18 8. An award of Plaintiff’s attorneys’ fees, costs and expenses incurred in
19 this action in accordance with 35 U.S.C. § 285; and

20 9. Such other and further relief as this Court deems just and proper.

21 **RESERVATION OF RIGHTS**

22 Adventure Wagon’s investigation is ongoing, and certain material information
23 remains in the sole possession of Defendant and/or third parties, which will be
24 obtained via discovery herein. Adventure Wagon expressly reserves the right to
25 amend or supplement the causes of action set forth herein in accordance with Rule
26 15 of the Federal Rules of Civil Procedure.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Respectfully submitted,

Date: October 24 2022

/s/ Jon A. Birmingham

Jon A. Birmingham (Cal. Bar No. 271034)
jbirmi@fitcheven.com
FITCH, EVEN, TABIN & FLANNERY LLP
20929 Ventura Boulevard, Suite 47403
Woodland Hills, CA 91364
Telephone: (818) 296-9669
Facsimile: (312) 577-7007

Attorney for Plaintiff
ADVENTURE WAGON LLC

JURY DEMAND

Plaintiff Adventure Wagon hereby demands a jury trial on all issues so triable.

Respectfully submitted,

Date: October 24, 2022

/s/ Jon A. Birmingham

Jon A. Birmingham (Cal. Bar No. 271034)
jbirmi@fitcheven.com
Attorney for Plaintiff
ADVENTURE WAGON LLC