

1 KARTHIK K. MURTHY – State Bar No. 343,960
K@MurthyPatentLaw.com
2 MURTHY PATENT LAW INC.
3 3984 WASHINGTON BLVD. #324
4 FREMONT, CA 94538
Telephone: (425) 968-5342
Facsimile: (425) 215-0247

5 Attorneys for Plaintiff
6 Richard Abramson

7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**

9
10 RICHARD ABRAMSON

11 Plaintiff,

12 v.

13 ZEPP NORTH AMERICA, INC., A DELAWARE
14 CORPORATION

15 Defendant.
16
17

Case No:

**COMPLAINT FOR PATENT
INFRINGEMENT**

JURY TRIAL DEMANDED

18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

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

	Page
COMPLAINT FOR PATENT INFRINGEMENT	3
PARTIES.....	3
JURISDICTION.....	3
VENUE	4
THE ASSERTED PATENT.....	5
DEFENDANT’S INFRINGING USE	9
MARKING.....	9
FIRST CLAIM FOR RELIEF	9
(Infringement of the ‘292 Patent).....	10
PRAYER FOR RELIEF	11
DEMAND FOR JURY TRIAL.....	12

1 **COMPLAINT FOR PATENT INFRINGEMENT**

2 Plaintiff Richard Abramson (“Plaintiff” or “Abramson”), for its complaint against Defendant
3 ZEPPE NORTH AMERICA, INC. (“Zepp”), hereby demands a jury trial and alleges as follows:

4 **NATURE OF ACTION**

5 1. This is an action for patent infringement of United States Patent No. 10,115,292 (“the
6 ‘292 Patent”) (the “Patent-in-suit”), arising under the patent laws of the United States of America,
7 Title 35 of the United States Code, and seeking damages and other relief under 35 U.S.C. § 271, *et*
8 *seq.*

9 **PARTIES**

10 2. Plaintiff is a New York based company, and has a regular and established place of
11 business at 718 east 7th street, Brooklyn, New York 11218.

12 3. The inventor, Richard Abramson, assigned ownership of the patent to Plaintiff on June
13 20, 2023. The signed assignment contract is attached as Exhibit 1. The notice of recordation of
14 assignment is attached as Exhibit 2.

15 4. Defendant Zepp is a corporation organized and existing under the laws of the state of
16 California, with its principal place of business at 18400 Von Karman ave., suite 130, Irvine, California
17 92612.

18 5. On information and belief, there may be other corporate affiliates of Zepp who
19 participated in the infringing acts complained of herein. The identities of such affiliates are currently
20 unknown, because publicly available information does not permit the identification of each affiliate
21 who participated in the infringing acts. Plaintiff expects the identities of such affiliates to be revealed
22 in discovery. Plaintiff reserves the right to amend this Complaint to name such affiliates, if necessary,
23 once they have been revealed.

24 **JURISDICTION**

25 6. This is an action for infringement of claims of U.S. Patent No. 10,115,292, entitled
26 “System and Method for automatic loss prevention of mobile communication devices”, which was
27 duly issued by the United States Patent and Trademark Office on October 30, 2018 (“the ‘292
28 patent”). A true and accurate copy of the ‘292 patent is attached as Exhibit 3 to this Complaint.

1 13. Thus, venue is proper over Zepp under 28 U.S.C. § 1400(b), because Zepp resides in
2 this district, has committed acts of infringement in this district, and has regular and established places
3 of business in this district.

4 **INTRADISTRICT ASSIGNMENT**

5 14. This case is a patent infringement dispute that is appropriate for district-wide
6 assignment. Assignment to the Orange County Division is appropriate because a substantial
7 part of the events that gave rise to the claims asserted in this Complaint occurred in Orange
8 County.
9

10 **THE ASSERTED PATENT**

11 15. Richard Abramson is the sole named inventor of the ‘292 patent.

12 16. On May 19, 2016, Richard Abramson filed with the United States Patent and
13 Trademark Office (“USPTO”) Provisional Patent Application no. 62/338,575 (the ‘575
14 application) directed to his inventions. On April 24, 2017 Plaintiff filed with the USPTO a
15 non-provisional patent application, U.S. Patent Application No. 15/494,548 (the ‘548
16 application), claiming priority to the ‘575 application. On October 30, 2018, the USPTO issued
17 the ‘292 patent from the ‘575 application. The ‘292 patent is entitled “System and Method for
18 automatic loss prevention of mobile communication devices”.

19 17. The ‘292 patent is valid and enforceable. The ‘292 patent claims patent-eligible matter.

20 18. “[T]he prior art of record fails to disclose, teach, or suggest ‘the ALPAS configured to
21 have the option to turn on a "sync to activate" option; if the ALPAT is taken more than the user
22 defined distance away from the mobile device, and then returns to within the user defined
23 distance from the mobile device, the ALPAS is configured to reactivate if the "sync-to-
24 activate" option is turned on in the ALPAS”’. This is from the July 18, 2018 “Notice of
25 Allowance and Fees Due (PTOL-85)”, pdf page 7, in the prosecution of the ‘292 patent, and
26 can be found here:

27 <https://patentcenter.uspto.gov/applications/15494548/ifw/docs>
28

1 19. The July 18, 2018 “Notice of Allowance and Fees Due (PTOL-85)” is attached as
2 Exhibit 4 to the Complaint.

3 20. The patentee and the U.S. patent and trademark office reviewed the prior art regarding a
4 system and method for automatic loss prevention of mobile communication devices. The U.S.
5 patent and trademark office found the quoted section above (paragraph 20) to not be disclosed
6 in the prior art, and so that section discloses the inventive concept of the ‘292 patent.

7 21. Zepp has actual knowledge of the ‘292 patent at least as of July 27, 2023 when an email
8 regarding this patent was sent to support@Amazfit.com.

9 22. A copy of this July 27, 2023 email is attached as Exhibit 5 to this Complaint.

10 23. A copy of a letter from Zepp sent July 28, 2023 over email acknowledging the July 27,
11 2023 email is attached as Exhibit 6 to this Complaint.

12 24. The entire right, title, and interest in and to the ’292 patent, including all rights to past
13 damages, is assigned to Safety Direct LLC.

14 25. The asserted claims of the ‘292 patent are systems and method claims. One of these is
15 claim 1, an independent system claim. Claim 1 is reproduced below, with parenthetical annotations to
16 identify the different elements of the claim:

17 A system for the automatic prevention of the loss of mobile communication devices by
18 an owner, the system comprising:

19 a mobile device that includes a processor and memory;

20 Automatic Loss Prevention Alert Software (“ALPAS”) installed on

21 the mobile device; a device which functions as an Automatic Loss

22 Prevention Alert Trigger (“ALPAT”);

23 an owner-defined distance after which alarms will activate on either the mobile device,
24 the ALPAT or both;

25 the ALPAS having the ability to detect when the ALPAT has moved away from the
26 mobile device at the owner-defined distance;

27 the ALPAS having the ability to activate an alarm that will flash the screen of the
28 mobile device brightly on and off and play a pre-recorded audio message repeatedly;

1 the ALPAT having the ability to play audio at a fixed decibel;
2 wherein the mobile device can potentially be any computing device, including a
3 smartphone, a tablet or a wearable electronic device;
4 wherein only the owner of the mobile device can deactivate the alert by utilizing a unique
5 password, or fingerprint, or other electronic id that is unique to the owner;
6 wherein the ALPAT can be a stand-alone small device, or can be an app on a wearable
7 device; wherein the audio played in the event of an alarm on either the mobile device
8 with the ALPAS or the ALPAT can be customized by the owner;
9 the ALPAS configured to have the option to enter an “at home safe
10 zone” mode; the ALPAS configured to have the option to turn on a
11 “sync to activate” option;
12
13 in the “at home safe zone” mode, the ALPAS is configured to deactivate so that if the
14 ALPAT is more than the owner-defined distance away from the mobile device with
15 ALPAS, then ALPAS will not initiate an alarm;
16 if the ALPAT is taken more than the owner-defined distance away from the mobile
17 device, and then returns to within the owner-defined distance from the mobile device, the
18 ALPAS is configured to reactivate if the “sync-to-activate” option is turned on in the
19 ALPAS.

20 26. The last section (the last 4 lines) of claim 1 discloses the inventive concept of the ‘292
21 patent.

22 27. The asserted claims of the ‘292 patent are systems and method claims. One of these is
23 claim 6, an independent method claim. Claim 6 is reproduced below, with parenthetical annotations
24 to identify the different elements of the claim:

25 A method for the automatic prevention of the loss of mobile communication devices by
26 an owner, the method comprising:
27 installing Automatic Loss Prevention Alert Software (“ALPAS”) on a mobile device
28 that includes a processor and memory;

1 the ALPAS communicating with a device which functions as an Automatic Loss
2 Prevention Alert Trigger (“ALPAT”);
3 the ALPAS constantly analyzing whether the ALPAT has moved away from the mobile
4 device at an owner-defined distance;
5 the ALPAS having the ability to activate an alarm that will flash the screen of the
6 mobile device brightly on and off and play a pre-recorded audio message repeatedly;
7 the ALPAS activating the alarm on either the mobile device, the ALPAT or both, if the
8 ALPAS detects that the ALPAT has moved away from the mobile device at an owner-
9 defined distance; the ALPAT having the ability to play audio at a fixed decibel;
10 wherein the mobile device can potentially be any computing device, including a
11 smartphone, a tablet or a wearable electronic device;
12 wherein only the owner of the mobile device can deactivate the alert by utilizing a
13 unique password, or fingerprint, or other electronic id that is unique to the owner;
14 wherein the ALPAT can be a stand-alone small device, or can be an app on a wearable
15 device;
16 wherein the audio played in the event of an alarm on either the mobile device with the
17 ALPAS or the ALPAT can be customized by the owner;
18 the ALPAS having the option to enter an “at home safe zone” mode;
19 the ALPAS having the option to turn on a “sync to activate” option;
20 in the “at home safe zone” mode, the ALPAS deactivating so that if the ALPAT is more
21 than the owner-defined distance away from the mobile device with ALPAS, then
22 ALPAS will not initiate an alarm;
23 if the ALPAT is taken more than the owner-defined distance away from the mobile
24 device, and then returns to within the owner-defined distance from the mobile device,
25 the ALPAS reactivating if the “sync-to-activate” option is turned on in the ALPAS.

26 28. The last section (the last 3 lines) of claim 6 discloses the inventive concept of the ‘292
27 patent.

DEFENDANT’S INFRINGING USE

1
2 29. On information and belief, Zepp and/or their affiliates, have directly infringed each
3 Asserted Claim of the ’292 patent, by making, using, selling and offering to sell, and by
4 inducing and contributing to others’ infringement through their sales, offers for sale, and use of
5 Amazfit Lifestyle Series, Amazfit GTR Mini, Amazfit GTR 4 Ltd Edition, Amazfit GTR 4,
6 Amazfit GTS 4, Amazfit GTS 4 Mini, Amazfit GTR 3 Pro, Amazfit GTR 3 Pro Ltd Edition,
7 Adventure Series, Amazfit T-Rex Ultra, Amazfit T-Rex 2 Ocean Blue, Amazfit T-Rex 2,
8 Performance Series, Amazfit Cheetah Pro, Amazfit Cheetah (Round), Amazfit Falcon,
9 Essential Series, Amazfit Bip 3 Pro, Amazfit Bip 3, Amazfit Band 7 and other products depicted
10 on Defendant’s websites and sold on third party websites (“the Accused Products”) within the
11 United States, all without authorization or license from Plaintiff within the United States, less
12 than six years before the filing of this Complaint, and prior to the April 24, 2037 expiration
13 date of the ’292 patent (the “Relevant Time Period”).

14
15 **MARKING**

16 30. Plaintiff has never made, sold, used, offered to sell, or imported into the United States
17 any article that practices any claim of the ’292 Patent. Plaintiff has never sold, commercially
18 performed, or offered to commercially perform any service that practices any claim of the ’292
19 Patent.

20 31. Plaintiff had never authorized, licensed, or in any way permitted any third party to
21 practice any claim of the ’292 Patent prior to March 6, 2023.

22 32. Because Plaintiff has never directly marketed any product or service that practices any
23 of the claimed inventions of the ’292 Patent, and no third party was authorized to practice any claimed
24 inventions of the ’292 patent prior to March 6, 2023, 35 U.S.C. § 287(a) cannot prevent or otherwise
25 limit Plaintiff’s entitlement to damages for acts of infringement.

26
27
28 **FIRST CLAIM FOR RELIEF**

(Infringement of the '292 Patent)

1
2 33. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-32
3 above as if fully set forth herein and further alleges:

4 34. Zepp has committed direct infringement of each Asserted Claim of the '292 patent, in
5 violation of 35 U.S.C. § 271(a), by performing all the steps of each Asserted Claim in the U.S.,
6 during the Relevant Time Period.

7 35. Defendant has infringed and continue to infringe one or more of the claims of the '292
8 Patent by making, using, selling and offering to sell, and by inducing and contributing to
9 others' infringement through their sales, offers for sale, and use of the Accused Products, all
10 without authorization or license from Plaintiff. A chart providing exemplary evidence of
11 infringement of the '292 patent is attached to this Complaint as Exhibit 7 to this Complaint.

12 36. On information and belief, Plaintiff alleges Defendant has been, and is currently,
13 infringing the '292 patent in violation of 35 U.S.C. § 271. Defendant's acts of infringement
14 include direct infringement and infringement under the Doctrine of Equivalents.

15 37. Defendant has continued their infringement despite having notice of the '292 Patent.
16 Defendant has committed and is committing willful and deliberate patent infringement. On
17 information and belief Plaintiff alleges Defendant's acts of willful and deliberate infringement
18 will continue after service of this Complaint, rendering this case appropriate for treble damages
19 under 35 U.S.C. §284 and making this an exceptional case under 35 U.S.C. §285.

20 38. Defendant has indirectly infringed and continues to infringe at least claims 1 and 6 of
21 the '292 patent by inducement under 35 U.S.C. 271(b). Defendant has induced and continues to
22 induce users and retailers of the Accused Products to directly infringe at least claims 1 and 6 of
23 the '292 patent.

24 39. Upon information and belief, Defendant knowingly induced customers to use its
25 Accused Products, including, for example, by promoting such products online (e.g.,
26 www.AmazFit.com) and/or providing customers with instructions and/or manuals for using the
27 Accused Products. Likewise, Defendant knowingly induced retailers to market and sell the
28 Accused Products.

1 40. On information and belief, Defendant has contributed to the infringement of at least
2 claims 1 and 6 of the '292 patent by the use and/or importation of the Accused Products in
3 violation of 35 U.S.C. § 271(c).

4 41. Plaintiff is informed and believes, and on that basis alleges, that Defendant has gained
5 profits by virtue of their infringement of the '292 Patent.

6 42. Defendant's acts of infringement are and have been without Plaintiff's permission,
7 consent, authorization or license. Defendant's acts of infringement have caused and continue
8 to cause damage to Plaintiff. Plaintiff is entitled to recover from Defendant the damages
9 sustained by Plaintiff as a result of Defendant's wrongful acts, together with interest and costs
10 as fixed by this Court under 35 U.S.C. §284.

11 43. As a direct and proximate result of Defendant's infringement of the '292 Patent,
12 Plaintiff has, and will suffer, monetary damages and irreparable injury. Plaintiff's monetary
13 damages include, without limitation, lost profits, or at a minimum, the right to recover a
14 reasonable royalty. Furthermore, unless Defendant is enjoined by this Court from continuing its
15 infringement of the '292 Patent, Plaintiff has, and will suffer, additional irreparable damages
16 and impairment of the value of its patent rights. Thus, an injunction against further
17 infringement is appropriate.

18
19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays judgment against each Defendant as follows:

- 21 A. That each Defendant has infringed and is infringing the '292 Patent;
22 B. That such infringement is willful;
23 C. That defendant be ordered to pay Plaintiff damages caused by said Defendant's
24 infringement of the '292 Patent and that such damages be trebled in accord with 35
25 U.S.C. § 284, together with interest thereon;
26 D. That this case be declared exceptional pursuant to 35 U.S.C. § 285 and that Plaintiff be
27 awarded reasonable attorney's fees and costs; and
28

1 E. That Plaintiff shall have such other and further relief as this Honorable Court may deem
2 just and proper.

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

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff, Richard Abramson,
hereby demands a jury trial on *all* of his claims, causes of action and issues that are triable by jury.

Dated: August 7, 2023

MURTHY PATENT LAW INC.

By: /s/ Karthik K. Murthy
Karthik K. Murthy
K@MurthyPatentLaw.com
MURTHY PATENT LAW INC.
3984 WASHINGTON BLVD. #324
FREMONT, CA 94538
Telephone: (425) 968-5342
Facsimile: (425) 215-0247

Attorneys for Plaintiff
RICHARD ABRAMSON