

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND DIVISION**

LITHIUMHUB, LLC AND
LITHIUMHUB TECHNOLOGIES,
LLC,

Plaintiffs,

v.

BASS PRO OUTDOOR WORLD LLC,
and
CABELA’S LLC,

Defendants.

C.A. No. 7:24-CV-220

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs, LithiumHub, LLC and LithiumHub Technologies, LLC (hereinafter “LithiumHub” or “Plaintiffs”), by and through its attorneys, file this Complaint against Defendants Bass Pro Outdoor World LLC and Cabela’s LLC (hereinafter “Defendants”) for patent infringement and alleges as follows:

NATURE OF THE CASE

1. This is an action for patent infringement of U.S. Patent Nos. 9,412,994 and 9,954,207 (collectively, “Asserted Patents”). The Asserted Patents relate to control circuits for efficient fault detection and correction of Lithium-Ion batteries.

2. Defendants have been making, using, selling, offering for sale, and/or importing lithium-ion batteries under at least the brand names “Tracker” and “Cabela’s” that infringe the Asserted Patents. Plaintiff LithiumHub seeks damages and an injunction against any further infringement of its patents by Defendants.

THE PARTIES

3. LithiumHub Technologies, LLC is a limited liability company organized and existing under the laws of the State of Texas, having a principal place of business at 104 E Houston Street, Suite 150, Marshal, Texas 75670-4144. LithiumHub, LLC is a limited liability company organized and existing under the laws of South Carolina with a principal place of business at 125 Tate Road, Norris, South Carolina 29667. LithiumHub, LLC is an exclusive licensee to the Asserted Patents and designs and sells ionic lithium batteries, accessories and other lithium products throughout the United States.

4. Defendant Bass Pro Outdoor World LLC (“Bass Pro-OW”) is a corporation organized and existing under the laws of the State of Missouri and maintains its principal place of business at 2500 E Kearly St., Springfield MO 65898.

5. Defendant Cabela’s LLC (“Cabela’s”) is a corporation organized and existing under the laws of the State of Delaware and maintains its principal place of business at 2500 E Kearly St., Springfield MO 65898.

JURISDICTION, JOINDER, AND VENUE

6. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C §§ 271 *et seq.*

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

8. On information and belief, Defendants do business in this judicial district, including at least at operation of Bass Pro Shop, 200 Bass Pro Drive, Round Rock, Texas and Cabela’s, 2700 Marketplace Dr., Waco, TX. Further, on information and belief, Defendants have committed acts of infringement in this judicial district, selling, offering to sell, and/or

importing from the above locations. Accordingly, the Court has specific and/or general jurisdiction over both the Defendants.

9. Joinder of Defendants in a single case is proper because they share a common parent company. Defendants are both subsidiaries of common parent company American Outdoors Group LLC who maintains its principal place of business at 2500 E Kearly St. Springfield MO 65898. Moreover, Defendants sell common Accused Products. On information and belief, Defendants share common importation channels and purchase Accused Products from common sources.

10. Venue is proper in this district under 28 U.S.C. §§ 1391 and 1400(b). On information and belief, Defendants have committed acts of infringement in this judicial district including selling, offering to sell, and/or import infringing products in this judicial district, including at least at the Round Rock and Waco locations identified above and thus a substantial part of the events giving rise to the claims occurred in this judicial district.

THE ASSERTED PATENTS

11. On August 9, 2016, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 9,412,994 (the “’994 Patent”) entitled “Lithium Starter Battery and Solid State Switch Therefor.” The ’994 Patent is valid and enforceable and is directed to patentable subject matter. A true and correct copy of the ’994 Patent is attached as Exhibit A.

12. On April 24, 2018, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 9,954,207 (the “’207 Patent”) entitled “Lithium Starter Battery with Solid State Switch.” The ’207 Patent is valid and enforceable and is directed to patentable subject matter. A true and correct copy of the ’207 Patent is attached as Exhibit B.

13. Plaintiffs, through assignment and license, are the sole and exclusive owners of all

rights, title, and interest to and in the '994 and '207 Patents (collectively, “the Asserted Patents”). Attached as Exhibit C is a true and accurate copy of the assignments of the patents to Plaintiff LithiumHub Technologies, LLC as recorded with the United States Patent and Trademark Office.

14. Plaintiffs hold the exclusive right to take all actions necessary to enforce their rights to the '994 and '207 Patents, including the filing of this patent infringement lawsuit. Plaintiffs also have the right to recover all damages for past, present, and future infringement of the '994 and '207 Patents and to seek injunctive relief as appropriate under the law.

BACKGROUND

15. The subject matter of this Complaint relates generally to control circuits for efficient fault detection and correction of lithium-ion batteries.

16. Inventor and entrepreneur Martin Koebler has worked in the rechargeable battery industry for many years. In about 2010, he developed new control circuits for efficient fault detection and correction of Lithium-Ion batteries. These new circuits included a solid-state switching configuration designed to protect the batteries from conditions such as over-charging, over-discharging, and short circuiting.

17. LithiumHub owns a portfolio of patents invented by founder Martin Koebler. Martin Koebler, the named inventor of the Asserted Patents, founded SuperLattice Inc., in 2007. While self-employed at SuperLattice Inc., Mr. Koebler researched, designed, and developed an initial version of the technology that subsequently became the technology covered by the Asserted Patents. SuperLattice, Inc. changed its name to StarkPower, Inc. While self-employed at StarkPower, Inc. Mr. Koebler researched, designed, and developed the technology covered by the Asserted Patents. Mr. Koebler filed provisional patent applications on the developed

technology in late 2010 and early 2011. In 2018, StarkPower, Inc. failed to meet its financial obligations and ceased all operations. In 2019 it entered bankruptcy and its assets were sold.

Mr. Koebler purchased the Asserted Patents in the bankruptcy sale in 2020.

18. Following the failure of Stark Power, in 2018, Mr. Koebler started LithiumHub, LLC. While self-employed at LithiumHub, LLC, Mr. Koebler and LithiumHub, LLC researched, developed, and designed Products and associated accessory products covered by the Asserted Patents. Mr. Koebler and through his company Licensee LithiumHub, LLC made significant investments bringing the Products and associated accessories to market. Mr. Koebler through LithiumHub, LLC continue to innovate and invest in new and exciting products for customers in this industry.



19. Mr. Koebler is an Engineer, Inventor, Entrepreneur, and Employer.


20. Mr. Koebler's discovery included designing circuits in an unconventional manner wherein solid-state switches, for example, Metal Oxide Field Effect Transistors (MOSFETS), could be arranged in a parallel configuration of pairs of switches in series with their "source"

terminals or their “drain” terminals connected together within the pair of switches. Mr. Koebler’s new control circuits allow normal operations of charging and discharging when both switches within the pair are “on” allowing current to flow through each switch to the battery cells. However, when a fault condition is detected, the controller can turn “off” one or both of the switches independently of the other. For example, in an over-voltage condition, one switch can be turned off preventing further charging of the battery while the other switch is left on, which allows the battery to continue to supply power. In a fault condition where the battery is supplying too little current, the condition of the switches can be reversed, preventing further discharge of the battery while still allowing it to be charged. By way of additional example, in a condition where the output of the battery forms a short-circuit, the battery may overheat and be permanently damaged. If this condition is detected, the controller can turn both switches off until the condition is no longer present.



21. While these types of circuits are mostly applicable to larger deep cycle batteries, the circuit configuration and control could be advantageous in some other cases.

22. Exclusive Licensee LithiumHub, LLC ’s Ionic branded lithium-ion batteries are depicted below:

lithiumhub.com/product/24v-50ah-lithium-lifepo4-deep-cycle-battery/



Sale!

50%
LIGHTER

0%
MAINTENANCE

200%
POWER

500%
CHARGING

Ionic Lithium 24V 50Ah | LiFePO4 Deep Cycle Battery + Bluetooth

★★★★★ 32 reviews

- ⊙ Fast Free Shipping in the U.S.
- ⊙ 11-year warranty


- 70% lighter than lead acid batteries
- Two to four times the service life (3000-5000 cycles)
- Great for your boat & trolling motors, RV, floor sweeper, lift gates, UPS systems, off-grid systems, backup power, solar systems, and other deep cycle applications.
- Battery Management Systems (BMS) with power terminal cut-off and recovery
- Built-in cold weather protection – Does not charge if temperatures are below -4C or 24F, in our case. Some variations with part tolerances.
- Cell balancing and low voltage/over voltage protection, short-circuit-protection
- Bluetooth technology to monitor battery status
- Maximize your energy potential with 99% Depth of Discharge (DOD)
- Drop in replacements (plug and play)
- Run as many as needed in parallel. [Learn more](#)
- Comes with an **11 Year Battery Warranty** to give you peace of mind with your purchase.
- Compatible with the following chargers: Ionic, Noco Gen Pro, Dual Pro PS/ Auto, Pro Mariner/Pro Tournament Elite, Stealth, Troll Bridge DC. and Power Pole.

~~\$1,079.00~~ **\$890.00**


Starting at \$81/mo or 0% APR with **affirm**. [Check your purchasing power](#)

Warranty: 11 Years

Frequently Bought Together With:



Ionic Lithium LiFePO4 24V 10A Charger [↗](#)
 Add for ~~\$210.00~~
\$161.00



Ionic 24V Multi Voltage Lithium LiFePO4 Charger | 24V 10A + 12V 10A [↗](#)
 Add for **\$369.00**

1

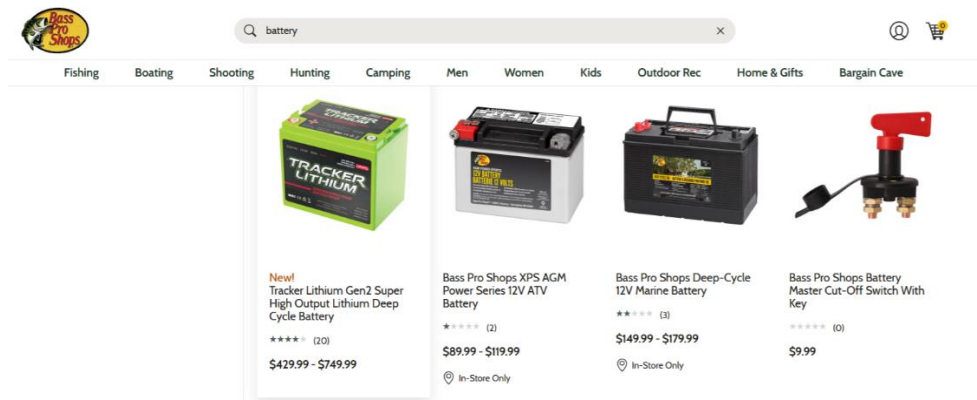
ADD TO CART

INGS ✕

Available at <https://lithiumhub.com/product/24v-50ah-lithium-lifepo4-deep-cycle-battery/>.

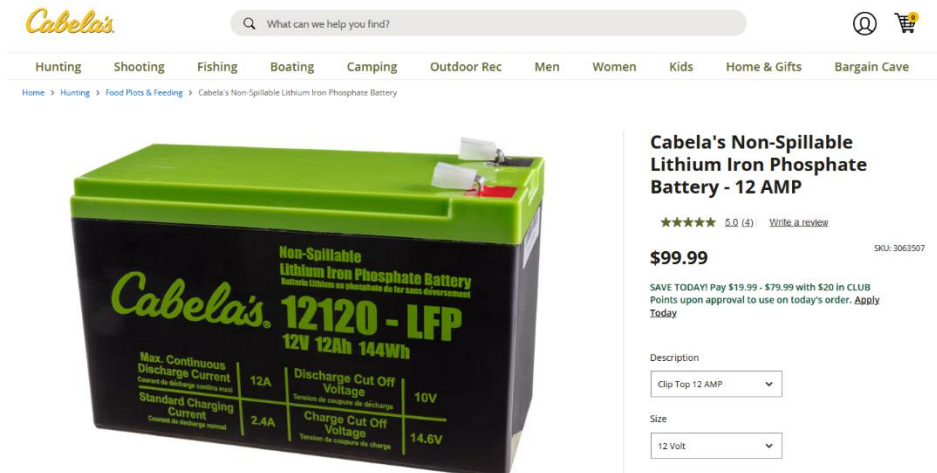
DEFENDANT’S INFRINGING PRODUCTS

23. Defendants have committed acts of patent infringement by making, using, selling, offering to sell, and/or importing infringing lithium-ion batteries under at least the brand names “Tracker” and “Cabela’s.” (“the Accused Products”).



The screenshot shows the Bass Pro Shops website with a search bar containing the word "battery". Below the search bar are navigation tabs for Fishing, Boating, Shooting, Hunting, Camping, Men, Women, Kids, Outdoor Rec, Home & Gifts, and Bargain Cave. The search results display four items:

- Tracker Lithium Gen2 Super High Output Lithium Deep Cycle Battery:** New! 5 stars (20 reviews), price range \$429.99 - \$749.99.
- Bass Pro Shops XPS AGM Power Series 12V ATV Battery:** 5 stars (2 reviews), price range \$89.99 - \$119.99, In-Store Only.
- Bass Pro Shops Deep-Cycle 12V Marine Battery:** 5 stars (3 reviews), price range \$149.99 - \$179.99, In-Store Only.
- Bass Pro Shops Battery Master Cut-Off Switch With Key:** 5 stars (0 reviews), price \$9.99.



A “Tracker” Data Sheet is attached hereto as Exhibit D. Available at https://assets.basspro.com/image/upload/v1677009442/PDFs/productmanual/productmanual_Tracker_Lithium_Super_High_Output_Lithium_Deep_Cycle_Marine_Battery_Data_Sheets.pdf.

24. Defendants import the Accused Products into the United States and then sell the Accused Products through online ecommerce websites www.basspro.com and www.cabelas.com. Further, Defendants operate retail stores throughout the United States, including in Round Rock, TX and Waco, TX, where the Accused Products are sold directly to consumers.

25. The Accused Products include the “Cabela’s Non-Spillable Lithium Iron Phosphate Battery SKU: 3062503, 3063505, and 3063507,” the “Tracker Lithium Super High Output Lithium Marine Starting Battery SKU: 2944447,” the “Tracker 12V Lithium Iron Phosphate Accessory Battery SKU: 2900168, 2900169, and 2900170,” the “Tracker Lithium Gen2 Super High Output Lithium Starting Battery SKU: 3570836,” and the “Tracker Lithium Gen2 Super High Output Lithium Deep Cycle Battery SKU: 3475683, 3570833, 3570834, and 3570835.” LithiumHub reserves the right to identify additional infringing products that may be revealed in discovery.

COUNT I: FIRST CLAIM FOR RELIEF

(Infringement of the '994 Patent)

26. Plaintiffs incorporate by reference the preceding paragraphs 1-25 as if fully stated herein.

27. At least by their activities relating to making, using, selling, offering to sell, and/or importing into the United States the Accused Products, Defendants have infringed at least claims 1 and 14 of the '994 patent.

28. A claim chart applying claims of the '994 patent to a representative lithium-ion battery of Defendants is attached hereto as Exhibit E. Further, the claims analyzed in this claim chart are merely exemplary and Plaintiffs reserve the right to assert additional claims in this litigation.

29. The Accused Products satisfy element [1p] of the '994 patent as shown in Exhibit E.

30. The Accused Products satisfy element [1a] of the '994 patent as shown in Exhibit E.

31. The Accused Products satisfy element [1b] of the '994 patent as shown in Exhibit E.

32. The Accused Products satisfy element [1c-i] of the '994 patent as shown in Exhibit E.

33. The Accused Products satisfy element [1c-ii] of the '994 patent as shown in Exhibit E.

34. The Accused Products satisfy element [1c-iii] of the '994 patent as shown in Exhibit E.

35. The Accused Products satisfy element [1d] of the '994 patent as shown in Exhibit

E.

36. The Accused Products satisfy element [14p] of the '994 Patent as shown in Exhibit E.

37. The Accused Products satisfy element [14p] of the '994 Patent as shown in Exhibit E.

38. The Accused Products satisfy element [14a] of the '994 Patent as shown in Exhibit E.

39. The Accused Products satisfy element [14b] of the '994 Patent as shown in Exhibit E.

40. The Accused Products satisfy element [14c-i] of the '994 Patent as shown in Exhibit E.

41. The Accused Products satisfy element [14c-ii] of the '994 Patent as shown in Exhibit E.

42. The Accused Products satisfy element [14c-iii] of the '994 Patent as shown in Exhibit E.

43. The Accused Products satisfy element [14d] of the '994 Patent as shown in Exhibit E.

44. Therefore, Defendants directly infringe, literally and under the doctrine of equivalents, at least one claim of the '994 patent including, for example and without limitation, claims 1 and 14 of the '994 patent, through its making, using, selling, offering to sell, and/or importing of the Accused Products.

45. LithiumHub has been damaged by Defendants' infringement of the '994 patent and will continue to be damaged in the future unless Bass Pro-OW, and Cabela's are enjoined

from infringing the '994 patent.

46. Bass Pro-OW and Cabela's infringement has been willful. Bass Pro-OW, and Cabela's have known of the Accused Products' infringement of the '994 patent at least since the filing of a Complaint against them at the International Trade Commission on September 12, 2024. As such, Bass Pro-OW and Cabela's have continued their infringement of the '994 patent despite an objectively high likelihood that their actions constituted infringement of these valid patents.

47. Because Defendants Bass Pro-OW and Cabela's willfully infringed the '994 patent, Plaintiffs are permitted under 35 U.S.C. § 284 to recover treble the amount of actual damages sustained by the Plaintiffs.

48. LithiumHub has satisfied the notice and/or marking provision of 35 U.S.C. § 287.

COUNT II: SECOND CLAIM FOR RELIEF
(Infringement of the '207 Patent)

49. Plaintiffs incorporate by reference the preceding paragraphs 1-48 as if fully stated herein.

50. At least by their activities relating to making, using, selling, offering to sell, and/or importing into the United States the Accused Products, Defendants have infringed at least claims 1 and 12 of the '207 patent.

51. A claim chart applying claims of the '207 patent to a representative lithium-ion battery of Defendants is attached hereto as Exhibit F. Further, the claims analyzed in this claim chart are merely exemplary and Plaintiffs reserve the right to assert additional claims in this litigation.

52. The Accused Products satisfy element [1p] of the '207 patent as shown in Exhibit

F.

53. The Accused Products satisfy element [1a] of the '207 patent as shown in Exhibit

F.

54. The Accused Products satisfy element [1b] of the '207 patent as shown in Exhibit

F.

55. The Accused Products satisfy element [1c-i] of the '207 patent as shown in
Exhibit F.

56. The Accused Products satisfy element [1c-ii] of the '207 patent as shown in
Exhibit F.

57. The Accused Products satisfy element [1c-iii] of the '207 patent as shown in
Exhibit F.

58. The Accused Products satisfy element [1d] of the '207 patent as shown in Exhibit
F.

59. The Accused Products satisfy element [12p] of the '207 Patent as shown in
Exhibit F.

60. The Accused Products satisfy element [12a] of the '207 Patent as shown in
Exhibit F.

61. The Accused Products satisfy element [12b] of the '207 Patent as shown in
Exhibit F.

62. The Accused Products satisfy element [12c] of the '207 Patent as shown in
Exhibit F.

63. The Accused Products satisfy element [12d-i] of the '207 Patent as shown in
Exhibit F.

64. The Accused Products satisfy element [12d-ii] of the '207 Patent as shown in Exhibit F.

65. The Accused Products satisfy element [12d-iii] of the '207 Patent as shown in Exhibit F.

66. The Accused Products satisfy element [12e] of the '207 Patent as shown in Exhibit F.

67. Therefore, Defendants directly infringe, literally and under the doctrine of equivalents, at least one claim of the '207 patent including, for example and without limitation, claims 1 and 12 of the '207 patent, through its making, using, selling, offering to sell, and/or importing of the Accused Products.

68. The Defendants directly infringe at least this claim, as explained above. At least as of the filing of the Complaint against the Defendants at the International Trade Commission on September 12, 2024, the Defendants have known that the Accused Products are especially made or especially adapted for use in an infringing manner.

69. LithiumHub and Licensee LithiumHub, LLC have been damaged by Defendants' infringement of the '207 patent and will continue to be damaged in the future unless Bass Pro-OW and Cabela's are enjoined from infringing the '207 patent.

70. Bass Pro-OW and Cabela's infringement has been willful. Bass Pro-OW and Cabela's have known of the Accused Products' infringement of the '207 patent at least since the filing of a Complaint against them at the International Trade Commission on September 12, 2024. As such, Bass Pro-OW and Cabela's have continued to infringe the '207 patent despite an objectively high likelihood that their actions constituted infringement of these valid patents.

71. Because Defendants Bass Pro-OW and Cabela's willfully infringed the '207

patent, Plaintiffs are permitted under 35 U.S.C. § 284 to recover treble the amount of actual damages sustained by the Plaintiffs.

72. LithiumHub has satisfied the notice and/or marking provision of 35 U.S.C. § 287.

DAMAGES

73. Plaintiffs incorporate by reference the preceding paragraphs 1-72 as if fully stated herein.

74. The Defendants' acts of infringement of the '994 and '207 patents as alleged above have injured Plaintiff and its licensees thus, Plaintiff is entitled to recover damages adequate to compensate it for its licensees lost profits from that infringement, including its costs, and pre-judgment and post-judgment interest per 35 U.S.C. § 284.

75. Additionally, and in the alternative, the Defendants' acts of infringement of the '994 and '207 patents as alleged above have injured Plaintiffs and Plaintiffs are entitled to recover damages which in no event can be less than a reasonable royalty, including its costs, and pre-judgment and post-judgment interest per 35 U.S.C. § 284.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues so triable, including Defendants' counterclaims and affirmative defenses, if any.

PRAYER FOR RELIEF

Plaintiffs respectfully request the following relief:

a. That each of the Defendants have infringed one or more claims of both the '994 and '207 patents;

b. That Defendants account for and pay to Plaintiffs all damages caused by the infringement of the '994 and '207 patents, including Plaintiffs' lost profits, which by statute

can be no less than a reasonable royalty;

- c. That the Court increase the damages up to three times the amount found or assessed;
- d. That Plaintiffs be granted pre-judgment and post-judgment interest on the damages caused by reason of Defendants' infringement of the '994 and '207 patents;
- e. That the Court declare this case exceptional, in favor of Plaintiffs, under 35 U.S.C. § 285 and that Plaintiffs be granted its attorneys' fees in this action;
- f. That costs be awarded to the Plaintiffs;
- g. That the Defendants be permanently enjoined from infringing the '994 and '207 patents;
- h. Such other and further relief as the Court deems just and proper.

Dated: September 13, 2024

Respectfully submitted,

/s/Karl Rupp

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