

1 Ramsey M. Al-Salam, CA Bar No. 109506  
2 RAlsalam@perkinscoie.com  
3 PERKINS COIE LLP  
4 1201 Third Avenue, Suite 4900  
5 Seattle, Washington 98101-3099  
6 Telephone: (206) 359-8000  
7 Facsimile: (206) 359-9000

8 Eric R. Maas, CA Bar No. 345450  
9 EMAas@perkinscoie.com  
10 PERKINS COIE LLP  
11 11452 El Camino Real, Ste 300  
12 San Diego, California 92130-2080  
13 Telephone: (858) 720-5700  
14 Facsimile: (858) 720-5799

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA  
17 SOUTHERN (SANTA ANA) DIVISION

18 MANEHU PRODUCT ALLIANCE,  
19 LLC d/b/a MANTELMOUNT,

20 Plaintiff,

21 v.

22 MONOPRICE, INC.,

23 Defendant.

Case No. 8:24-cv-02084

COMPLAINT FOR PATENT  
INFRINGEMENT

24 **COMPLAINT FOR PATENT INFRINGEMENT**

25 Plaintiff Manehu Product Alliance, LLC d/b/a MantelMount (“MantelMount”)  
26 brings this action for patent infringement against Defendant Monoprice, Inc.  
27 (“Defendant” or “Monoprice”), and alleges as follows:

28 **PARTIES**

1. MantelMount is a limited liability company registered and existing under the  
laws of the State of California, with its principal place of business at 22333 Faraday  
Avenue, Suite J, Carlsbad, CA 92008.

1 2. On information and belief, Defendant Monoprice, Inc. (“Monoprice”) is a  
2 corporation registered and existing under the law of the State of California, with its  
3 principal place of business at 1 Pointe Drive, Suite 400, Brea, CA 92821.

4 **NATURE OF ACTION**

5 3. This is a patent infringement action arising from Monoprice’s infringement of  
6 MantelMount’s patents by its sale of infringing television wall mounts, and its refusal  
7 to cease such sales despite notice of some or all of the patents.

8 **JURISDICTION AND VENUE**

9 4. This action arises under the patent laws of the United States, 35 U.S.C. § 1, *et*  
10 *seq.*, including 35 U.S.C. § 271. This Court has original and exclusive subject matter  
11 jurisdiction over the claims under 28 U.S.C. §§ 1331 and 1338(a).

12 5. This Court has personal jurisdiction over Defendant Monoprice because  
13 Monoprice is a corporation organized under the laws of the State of California with  
14 its principal place of business in this District and because it has committed acts of  
15 infringement in this District.

16 6. Venue is proper in this District pursuant to 28 U.S.C. § 1391 as well as 28  
17 U.S.C. § 1400(b) because Monoprice is a California corporation, Monoprice resides  
18 in this District, Monoprice has a “regular and established place of business” in this  
19 District, and Monoprice committed at least one act of infringement in this District.  
20 Furthermore, a substantial part of the events or omissions giving rise to the claims  
21 asserted herein occurred within this judicial district.

22 **FACTUAL BACKGROUND**

23 7. Plaintiff MantelMount is the premier designer of innovative television wall  
24 mounts, with a specific focus on mounts that lower a television for a better viewing  
25 angle (*e.g.*, from above a fireplace). MantelMount has designed, made and sold  
26 thousands of such mounts.

27 8. The United States Patent and Trademark Office has repeatedly acknowledged  
28

1 MantelMount’s innovations by granting MantelMount patents on its inventions.  
2 MantelMount owns more than 20 patents and has many pending applications.

3 9. MantelMount is the owner of the entire right, title, and interest in and to U.S.  
4 Patent No. 8,724,037 (the “‘037 Patent”), which was duly issued by the United States  
5 Patent Trademark Office on May 13, 2014. A copy of the ‘037 Patent is attached  
6 hereto as Exhibit A.

7 10. MantelMount is the owner of the entire right, title, and interest in U.S. Patent  
8 No. 10,257,460 (the “‘460 Patent”), which was duly issued by the United States  
9 Patent Trademark Office on April 9, 2019. A copy of the ‘460 Patent is attached  
10 hereto as Exhibit B.

11 11. MantelMount is the owner of the entire right, title, and interest in and to U.S.  
12 Patent No. 10,277,860 (the “‘860 Patent”), which was duly issued by the United  
13 States Patent Trademark Office on April 30, 2019. A copy of the ‘860 Patent is  
14 attached hereto as Exhibit C.

15 12. MantelMount is the owner of the entire right, title, and interest in and to U.S.  
16 Patent No. 10,281,080 (the “‘080 Patent”), which was duly issued by the United  
17 States Patent Trademark Office on May 7, 2019. A copy of the ‘080 Patent is attached  
18 hereto as Exhibit D.

19 13. MantelMount is the owner of the entire right, title, and interest in U.S. Patent  
20 No. 10,935,180 (the “‘180 Patent”), which was duly issued by the United States  
21 Patent Trademark Office on March 2, 2021. A copy of the ‘180 Patent is attached  
22 hereto as Exhibit E.

23 14. MantelMount is the owner of the entire right, title, and interest in and to U.S.  
24 Patent No. 11,346,493 (the “‘493 Patent”), which was duly issued by the United  
25 States Patent Trademark Office on May 31, 2022. A copy of the ‘493 Patent is  
26 attached hereto as Exhibit F.

27 15. MantelMount is the owner of the entire right, title, and interest in and to U.S.  
28

1 Patent No. 11,607,042 (the “‘042 Patent”), which was duly issued by the United  
2 States Patent Trademark Office on March 21, 2023. A copy of the ‘042 Patent is  
3 attached hereto as Exhibit G.

4 16. Monoprice sells television wall mounts throughout the United States,  
5 including in this District. Monoprice sells mounts through various channels of trade,  
6 including from its own website and through Amazon.com.

7 17. Monoprice has repeatedly sold mounts that incorporate MantelMount’s  
8 inventions and has repeatedly refused to stop selling infringing mounts after getting  
9 notice of its infringement from MantelMount and/or its predecessor.

10 18. On September 21, 2016, and December 13, 2017, for example,  
11 MantelMount’s predecessor sent Monoprice letters giving Monoprice notice of its  
12 infringement. Monoprice ignored the correspondence and never responded.

13 19. More recently, on July 9, 2024, MantelMount sent a Notice of Patent  
14 Infringement Letter to Monoprice advising it of its infringement of various patents,  
15 including the ‘180 and ‘493 Patents. The letter, a copy of which is attached as Exhibit  
16 H, asked Monoprice to tell MantelMount if it did not believe it was infringing the  
17 patents or, alternatively, to cease such infringement. Monoprice did neither.

18 20. Despite having notice of MantelMount’s patents, Monoprice has continued  
19 to sell infringing mounts. Monoprice’s infringement has been and is willful and  
20 deliberate.

21 **FIRST CLAIM FOR RELIEF:**  
22 **Infringement of U.S. Patent No. 8,724,037**

23 21. Plaintiff realleges and incorporates by reference the allegations contained in  
24 the preceding paragraphs as though fully set forth herein.

25 22. Monoprice has infringed, and currently is infringing, by, among other things,  
26 making, using, selling, offering for sale and/or importing within this District and  
27 elsewhere in the United States, without license or authority, products that infringe  
28 one or more claims of the ‘037 Patent, as shown, by way of example, in the five claim

1 charts attached hereto as Exhibit I.

2 23. Such infringement has been, on information and belief, willful, deliberate and  
3 egregious, such that it constitutes willful infringement.

4 24. MantelMount has suffered and will continue to suffer damages and irreparable  
5 harm in the absence of an injunction.

6 **SECOND CLAIM FOR RELIEF:**  
7 **Infringement of U.S. Patent No. 10,257,460**

8 25. Plaintiff realleges and incorporates by reference the allegations contained in  
9 the preceding paragraphs as though fully set forth herein.

10 26. Monoprice has infringed, and currently is infringing, by, among other things,  
11 making, using, selling, offering for sale and/or importing within this District and  
12 elsewhere in the United States, without license or authority, products that infringe  
13 one or more claims of the '460 Patent, as shown, by way of example, in the five claim  
14 charts attached hereto as Exhibit J.

15 27. Such infringement has been, on information and belief, willful, deliberate and  
16 egregious, such that it constitutes willful infringement.

17 28. MantelMount has suffered and will continue to suffer damages and irreparable  
18 harm in the absence of an injunction.

19 **THIRD CLAIM FOR RELIEF:**  
20 **Infringement of U.S. Patent No. 10,277,860**

21 29. Plaintiff realleges and incorporates by reference the allegations contained in  
22 the preceding paragraphs as though fully set forth herein.

23 30. Monoprice has infringed, and currently is infringing pursuant to 35 U.S.C. §§  
24 271(b) and (c), by inducing its customers to practice one or more of the claimed  
25 methods in the '860 patent, and by selling products that have no substantial non-  
26 infringing use, as shown, by way of example, in the six claim charts attached hereto  
27 as Exhibit K.

28 31. Such infringement has been, on information and belief, willful, deliberate and

1 egregious, such that it constitutes willful infringement.

2 32. MantelMount has suffered and will continue to suffer damages and irreparable  
3 harm in the absence of an injunction.

4 **FOURTH CLAIM FOR RELIEF:**  
5 **Infringement of U.S. Patent No. 10,281,080**

6 33. Plaintiff realleges and incorporates by reference the allegations contained in  
7 the preceding paragraphs as though fully set forth herein.

8 34. Monoprice has infringed, and currently is infringing, by, among other things,  
9 making, using, selling, offering for sale and/or importing within this District and  
10 elsewhere in the United States, without license or authority, products that infringe  
11 one or more claims of the '080 Patent, as shown, by way of example, in the two claim  
12 charts attached hereto as Exhibit L.

13 35. Such infringement has been, on information and belief, willful, deliberate and  
14 egregious, such that it constitutes willful infringement.

15 36. MantelMount has suffered and will continue to suffer damages and  
16 irreparable harm in the absence of an injunction.

17 **FIFTH CLAIM FOR RELIEF:**  
18 **Infringement of U.S. Patent No. 10,935,180**

19 37. Plaintiff realleges and incorporates by reference the allegations contained in  
20 the preceding paragraphs as though fully set forth herein.

21 38. Monoprice has infringed, and currently is infringing, by, among other things,  
22 making, using, selling, offering for sale and/or importing within this District and  
23 elsewhere in the United States, without license or authority, products that infringe  
24 one or more claims of the '180 Patent, as shown, by way of example, in the claim  
25 chart attached hereto as Exhibit M.

26 39. Such infringement has been, on information and belief, willful, deliberate and  
27 egregious, such that it constitutes willful infringement.

28 40. MantelMount has suffered and will continue to suffer damages and

1 irreparable harm in the absence of an injunction.

2 **SIXTH CLAIM FOR RELIEF:**  
3 **Infringement of U.S. Patent No. 11,346,493**

4 41. Plaintiff realleges and incorporates by reference the allegations contained in  
5 the preceding paragraphs as though fully set forth herein.

6 42. Monoprice has infringed, and currently is infringing, by, among other things,  
7 making, using, selling, offering for sale and/or importing within this District and  
8 elsewhere in the United States, without license or authority, products that infringe  
9 one or more claims of the '493 Patent, as shown, by way of example, in the claim  
10 chart attached hereto as Exhibit N.

11 43. Such infringement has been, on information and belief, willful, deliberate and  
12 egregious, such that it constitutes willful infringement.

13 44. MantelMount has suffered and will continue to suffer damages and  
14 irreparable harm in the absence of an injunction.

15 **SEVENTH CLAIM FOR RELIEF:**  
16 **Infringement of U.S. Patent No. 11,607,042**

17 45. Plaintiff realleges and incorporates by reference the allegations contained in  
18 the preceding paragraphs as though fully set forth herein.

19 46. Monoprice has infringed, and currently is infringing, by, among other things,  
20 making, using, selling, offering for sale and/or importing within this District and  
21 elsewhere in the United States, without license or authority, products and/or  
22 processes that infringe one or more claims of the '042 Patent, as shown, by way of  
23 example, in the claim chart attached hereto as Exhibit O.

24 47. Such infringement has been, on information and belief, willful, deliberate and  
25 egregious, such that it constitutes willful infringement.

26 48. MantelMount has suffered and will continue to suffer damages and  
27 irreparable harm in the absence of an injunction.

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**REQUEST FOR RELIEF**

WHEREFORE, MantelMount respectfully requests that the Court:

(a) Enter judgment that Monoprice has infringed and is infringing the ‘037 patent, that the infringement has been willful, and that Monoprice has not proven the patent is invalid or unenforceable;

(b) Enter judgment that Monoprice has infringed and is infringing the ‘460 patent, that the infringement has been willful, and that Monoprice has not proven the patent is invalid or unenforceable;

(c) Enter judgment that Monoprice has infringed and is infringing the ‘860 patent, that the infringement has been willful, and that Monoprice has not proven the patent is invalid or unenforceable;

(d) Enter judgment that Monoprice has infringed and is infringing the ‘080 patent, that the infringement has been willful, and that Monoprice has not proven the patent is invalid or unenforceable;

(e) Enter judgment that Monoprice has infringed and is infringing the ‘180 patent, that the infringement has been willful, and that Monoprice has not proven the patent is invalid or unenforceable;

(f) Enter judgment that Monoprice has infringed and is infringing the ‘493 patent, that the infringement has been willful, and that Monoprice has not proven the patent is invalid or unenforceable;

(g) Enter judgment that Monoprice has infringed and is infringing the ‘042 patent, that the infringement has been willful, and that Monoprice has not proven the patent is invalid or unenforceable;

(h) Issue a preliminary and permanent injunction prohibiting Monoprice and all persons or entities acting for or in concert with Monoprice from infringing the asserted patents;

(i) Enter judgment awarding MantelMount damages adequate to compensate



1 MantelMount for Monoprice’s infringement, but in no event less than a reasonable  
2 royalty under 35 U.S.C. § 284;

3 (j) Enter judgment awarding MantelMount enhanced damages pursuant to 35  
4 U.S.C. § 284 or as otherwise permitted by law.

5 (k) Enter judgment awarding MantelMount its attorneys’ fees and costs  
6 pursuant to 35 U.S.C. § 285 or as otherwise permitted by law;

7 (l) Enter judgment awarding MantelMount pre-judgment and post-judgment  
8 interest; and

9 (m) Award MantelMount such other and further relief as this Court or a jury  
10 may deem just and proper.

11 **JURY DEMAND**

12 Plaintiff requests a jury trial on all issues triable.

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Dated: September 25, 2024

**PERKINS COIE LLP**

By: /s/ Ramsey M. Al-Salam  
Ramsey M. Al-Salam  
CA Bar No. 109506  
PERKINS COIE LLP  
1201 Third Avenue, Suite 4900  
Seattle, Washington 98101  
Telephone: (206) 359-8000  
Facsimile: (206) 359-9000  
Email: Ralsalam@perkinscoie.com

Eric R. Maas  
CA Bar No. 345450  
(admission pending)  
EMaas@perkinscoie.com  
PERKINS COIE LLP  
11452 El Camino Real, Ste 300  
San Diego, California 92130-2080  
Telephone: (858) 720-5700  
Facsimile: (858) 720-5799  
Email: EMaas@perkinscoie.com

*Attorneys for Plaintiff Manehu  
Product Alliance, LLC d/b/a  
MantelMount*