

1 Martin J. Foley  
2 Martin J. Foley, a PLC  
3 601 S. Figueroa Street, Suite 2050  
4 Los Angeles, California 90017  
5 [martin@mjfoleylaw.com](mailto:martin@mjfoleylaw.com)  
6 (213) 248-0577

7 Edward H. Rice (*pro hac vice* forthcoming)  
8 Marina N. Saito (*pro hac vice* forthcoming)  
9 Law Office of Edward H. Rice, LLC  
10 555 Skokie Blvd., Suite 500  
11 Northbrook, Illinois 60062  
12 [ed@edwardricelaw.com](mailto:ed@edwardricelaw.com)  
13 [marina@edwardricelaw.com](mailto:marina@edwardricelaw.com)  
14 (312) 953-4566

15 Counsel for Plaintiff,  
16 AC Green Limited

17 **UNITED STATES DISTRICT COURT**  
18 **CENTRAL DISTRICT OF CALIFORNIA**  
19 **SOUTHERN DIVISION**

20 AC Green Limited,

21 Plaintiff,

22 vs.

23 Hyper Ice, Inc. and Datafeel, Inc.

24 Defendants.

Case No.: 24-cv-2460

**DECLARATORY JUDGMENT  
COMPLAINT**

25 Plaintiff AC Green Limited (“GREEN”) for its Complaint against  
26 Defendants Hyper Ice, Inc. (“HYPER ICE”) and Datafeel, Inc. (DATAFEEL)  
27 allege:

1 **NATURE OF THE ACTION**

2 1. This is a civil action arising under the Declaratory Judgment Act, 28  
3 U.S.C. § 2201 et seq. and the Patent Laws of the United States, 35 U.S.C. § 1 et  
4 seq. for declaratory judgment of non-infringement and invalidity of U.S. Patent  
5 No. 12,097,161 (“the ‘161 Patent”—attached as Exhibit 1).

6 2. Plaintiffs bring this action in view of the actual controversy that  
7 HYPER ICE has created under the ‘161 Patent by accusing GREEN’s products of  
8 infringing the ‘161 Patent and demanding that GREEN enter into a license  
9 agreement with HYPER ICE and pay it a royalty on sales of the accused products.

10 3. Upon information and belief, DATAFEEL owns the ‘161 Patent and  
11 has granted HYPER ICE an exclusive license to practice, sublicense, and enforce  
12 the invention of the ‘161 Patent.

13 4. HYPER ICE’s actions to license and/or enforce the ‘161 Patent  
14 against GREEN give rise to a justiciable controversy between GREEN on the one  
15 hand and HYPER ICE and DATAFEEL on the other.

16 **PARTIES**

17 5. GREEN is a Hong Kong company with its principal place of business  
18 in Hong Kong. GREEN sells wellness, health and fitness products under the brand  
19 name “Renpho.” Among other products, GREEN sells a variety of eye massager  
20 products (“Renpho Eye Massagers”).

21 6. Upon information and belief, DATAFEEL is a Nebraska corporation  
22 with a principal place of business in Omaha, Nebraska. Upon information and  
23 belief, DATAFEEL is a data experience company working to develop proprietary  
24 technologies for enhancing person-to-computer interactions.

1 7. Upon information and belief, HYPER ICE is a corporation organized  
2 under California law with its principal place of business at 525 Technology Drive,  
3 Suite 100, Irvine, CA 92618.

4 **JURISDICTION AND VENUE**

5 8. The Court has subject matter jurisdiction over the patent claims in this  
6 action under the Declaratory Judgment Act, 28 U.S.C. § 2201 et seq., and under 28  
7 U.S.C. §§ 1331 and 1338(a) because the action arises under the patent laws of the  
8 United States, Title 35 U.S.C. § 1 et seq.

9 9. The Court has personal jurisdiction over HYPER ICE because, upon  
10 information and belief, HYPER ICE resides in California and in this judicial  
11 district.

12 10. The Court has personal jurisdiction over DATAFEEL because, upon  
13 information and belief, DATAFEEL's exclusive patent license agreement with  
14 HYPER ICE establishes that DATAFEEL purposefully directed activities at  
15 residents of California by granting a California corporation the exclusive rights to  
16 enforce and defend the '161 Patent.

17 11. Upon information and belief, this exclusive license agreement  
18 imposes both rights and obligations upon HYPER ICE, a California corporation  
19 residing in this judicial district, to enforce and defend the '161 Patent.

20 12. Exercising jurisdiction over DATAFEEL would be reasonable and  
21 fair because, on information and belief, the exclusive license agreement allows  
22 HYPER ICE, a California corporation residing in this district, in effect to assume  
23 all of DATAFEEL's enforcement rights to the '161 Patent, which is the subject of  
24 this lawsuit.

25 13. Venue is proper under 28 U.S.C. § 1391(b)(1) because HYPER ICE  
26 resides in this district as residency is defined in 28 U.S.C. § 1391(c)(2).

1 **BACKGROUND**

2 14. Based in Hong Kong, GREEN has been designing and selling  
3 innovative and high-quality products for consumers in the wellness, health and  
4 fitness industry under the “Renpho” brand since 2018.

5 15. GREEN has been selling Renpho Eye Massagers since 2019 and has  
6 created one of the world’s best known and best-selling eye massager brands.

7 16. Eye Massagers are battery-operated devices that consumers wear over  
8 their eyes. They contain electronics that impart different forms of stimulation to  
9 the areas on the face around the eye and over the eyes themselves to deliver  
10 various health benefits including relaxation and reducing headache pain among  
11 other things.

12 17. For example, the Renpho Eye Massagers may provide heat, vibration,  
13 and/or gentle massage type pressure to the eyes and surrounding areas.

14 18. Renpho Eye Massagers come in many versions with various features.

15 19. Renpho is one of the world’s leading brands of eye massager. Renpho  
16 offers some of the best-selling Eye Massagers on Amazon and its Eye Massager  
17 products are highly rated by consumers.

18 20. Upon information and belief, HYPER ICE does not manufacture or  
19 sell eye massagers.

20 21. In early September, 2024, HYPER ICE contacted GREEN and  
21 informed GREEN that HYPER ICE had been granted an exclusive license to a  
22 patent that the U.S. Patent and Trademark Office (USPTO) was about to issue.

23 22. HYPER ICE notified GREEN that this exclusive license granted  
24 HYPER ICE the right to enforce the patent and HYPER ICE indicated that  
25 GREEN’s Eye Massagers would infringe the patent claims that would soon issue.  
26 HYPER ICE offered GREEN a license to practice the patent.  
27

1 23. GREEN and HYPER ICE then engaged in license discussions  
2 primarily addressing the running royalty that HYPER ICE wanted GREEN to pay  
3 on sales of its entire Eye Massager product line sold on Amazon.

4 24. On September 24, 2024, the USPTO issued the ‘161 Patent, entitled  
5 “Communication Devices, Methods and Systems.”

6 25. The assignee identified on the face of the ‘161 Patent is DATAFEEL.

7 26. Upon information and belief, DATAFEEL granted HYPER ICE an  
8 exclusive license to the ‘161 patent, including sublicense and enforcement rights.

9 27. The “Background” section of the ‘161 Patent addresses the problem of  
10 “health problems” caused by the long period of time during which people look at  
11 computer screens.

12 28. The “Background” section of the ‘161 Patent explains that:  
13 “Alternative means for person-to-computer communications may reduce the  
14 negative effects of excessive screen time.”

15 29. The “Background” section of the ‘161 Patent explains the patent  
16 discloses ways to communicate data through “non-optical nerves” in the human  
17 body; in other words, to communicate through non-visual sensory means.

18 30. The ‘161 Patent does not refer to eye massagers.

19 31. The ‘161 Patent includes three independent claims: claims 1, 14 and  
20 15.

21 32. Each independent claim contains claim language that requires, among  
22 other things, the following limitation:

23 a plurality of energy generators being independently operable to  
24 convert electricity from the power source into a plurality of different  
25 energy types transmittable towards the skin of the user . . . .

1 33. Accordingly, all claims in the ‘161 Patent include an “energy  
2 generator” limitation that requires a “plurality of energy generators” that operate  
3 independently to convert electricity to different energy types that can be  
4 transmitted to the user’s skin.

5 34. The Renpho Eye Massagers do not practice any claims of the ‘161  
6 Patent because, at a minimum, they do not practice the energy generator limitation,  
7 as properly construed.

8 **COUNT I**

9 **(DECLARATORY JUDGMENT OF NON-INFRINGEMENT)**

10 35. The allegations of each of the foregoing paragraphs are  
11 incorporated by reference as if fully set forth herein.

12 36. An actual, justiciable, and continuing controversy exists between the  
13 Plaintiff and the Defendants concerning whether the Renpho Eye Massagers  
14 infringe the ‘161 Patent.

15 37. The Renpho Eye Massagers do not infringe any claim of the ‘161  
16 Patent.

17 38. Plaintiff seeks a declaration that the Renpho Eye Massagers do not  
18 infringe any ‘161 Patent claims.

19 **COUNT II**

20 **(DECLARATORY JUDGMENT OF INVALIDITY)**

21 39. The allegations of each of the foregoing paragraphs are  
22 incorporated by reference as if fully set forth herein.

23 40. An actual, justiciable, and continuing controversy exists between the  
24 Plaintiff and the Defendants concerning whether the ‘161 Patent is valid.

25 41. If the ‘161 Patent claims are construed to read onto the Renpho Eye  
26 Massagers, those claims would be invalid under 35 U.S.C. § 102 and/or § 103 in  
27

1 view of at least one or both of the following references, either alone or in  
2 combination: U.S. Patent No. 10,765,885 and U.S. Patent No. 9,549,870.

3 42. If the ‘161 Patent claims are construed to read onto the Renpho Eye  
4 Massagers, those claims also would be invalid under 35 U.S.C. § 112.

5 43. Plaintiffs therefore seek a declaration that the ‘161 Patent claims are  
6 invalid.

7 **REQUEST FOR RELIEF**

8 WHEREFORE, Plaintiff asks this Court to:

9 a. Find that none of the Renpho Eye Massagers infringes the ‘161  
10 Patent;

11 b. Find that this case is an “exceptional case” under 35 U.S.C. § 285 and  
12 that Plaintiff is entitled to its attorney fees;

13 c. Award Plaintiff other and further relief as may be proper under the  
14 circumstances.

15  
16  
17 Dated: November 11, 2024

/s/ Martin J. Foley

18  
19 By: Martin J. Foley