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5 *Attorneys for Plaintiff*
WirelessWerx IP, LLC

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7 **IN THE UNITED STATES DISTRICT COURT**
8 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

9 WIRELESSWERX IP, LLC,
10
11 Plaintiff,
12 v.
13 LIFE360, INC.,
14 Defendant.

Case No.: _____

**PLAINTIFF’S ORIGINAL COMPLAINT
FOR PATENT INFRINGEMENT**

(35 U.S.C. § 271)

JURY TRIAL DEMANDED

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17 TO THE HONORABLE JUDGE OF SAID COURT:

18 Plaintiff Wirelesswerx IP LLC (“WirelessWerx” or “Plaintiff”), files this Original Complaint
19 for Patent Infringement against Life360, Inc. (“Life360” or “Defendant”), and would respectfully
20 show the Court as follows:

21 **PARTIES**

22 1. Plaintiff is a Texas limited liability company having an address located at 5900
23 Balcones Dr., Suite 100, Austin, Texas 78731.

24 2. On information and belief, Defendant is a Delaware corporation with a principal
25 address of 1900 S Norfolk St # 310, San Mateo, CA 94403. Defendant is registered to do business
26 in California and has may be served via its registered agent at National Registered Agents, Inc.,
27 1209 Orange Street, Wilmington, Delaware 19801, at its place of business, or wherever else they
28 may be found.

1 committing the tort of patent infringement within California and this District. This Court has
2 personal jurisdiction over Defendant, in part, because Defendant does continuous and systematic
3 business in this District, including by providing infringing products and services to the residents of
4 the Northern District of California that Defendant knew would be used within this District, and by
5 soliciting business from the residents of the Northern District of California. For example, Defendant
6 is subject to personal jurisdiction in this Court because, *inter alia*, Defendant has regular and
7 established places of business throughout this District, including at least at 1900 S Norfolk St # 310,
8 San Mateo, CA 94403, and directly and through agents regularly does, solicits, and transacts
9 business in the Northern District of California. Also, Defendant has hired and is hiring within this
10 District for positions that, on information and belief, relate to infringement of the Patent-in-Suit.
11 Accordingly, this Court’s jurisdiction over the Defendant comports with the constitutional standards
12 of fair play and substantial justice and arises directly from the Defendant’s purposeful minimum
13 contacts with the State of California.

14 9. This Court also has personal jurisdiction over Defendant, because in addition to
15 Defendant’s own online website and advertising within this District, Defendant has also made its
16 products available within this judicial district and advertised to residents within the District to hire
17 employees to be located in this District.

18 10. The amount in controversy exceeds \$75,000 exclusive of interests and costs.

19 11. Venue is proper in this Court under 28 U.S.C. § 1400(b) based on information set
20 forth herein, which is hereby repeated and incorporated by reference. Further, upon information
21 and belief, Defendant has committed or induced acts of infringement, and/or advertise, market, sell,
22 and/or offer to sell products, including infringing products, in this District. In addition, and without
23 limitation, Defendant has regular and established places of business throughout this District,
24 including at least at 1900 S Norfolk St # 310. San Mateo, CA 94403.

25 **THE PATENT-IN-SUIT**

26 12. On January 8, 2008, United States Patent No. 7,323,982 (“the ‘982 Patent”), entitled
27 “Method and System to Control Movable Entities” was duly and legally issued by the United States
28 Patent and Trademark Office (“USPTO”). The ‘982 Patent claims patent-eligible subject matter and

1 is valid and enforceable. WirelessWerx is the exclusive owner by assignment of all rights, title, and
2 interest in the ‘982 Patent, including the right to bring this suit for damages, and including the right
3 to sue and recover all past, present, and future damages for infringement of the ‘982 Patent.
4 Defendant is not licensed to the ‘982 Patent, either expressly or implicitly, nor do they enjoy or
5 benefit from any rights in or to the ‘982 patent whatsoever. A true and correct copy of the ‘982 patent
6 is attached hereto as **Exhibit A**.

7 13. The ‘982 Patent is referred to herein as the “Patent-in-Suit.”

8 14. Plaintiff WirelessWerx is the owner of the entire right, title, and interest in and to the
9 Patent-in-Suit. The Patent-in-Suit are presumed valid under 35 U.S.C. § 282.

10 **ACCUSED INSTRUMENTALITIES**

11 15. The term “Accused Instrumentalities” or “Accused Products” refers to, by way of
12 example and without limitation, Life360’s products (*e.g.* <<https://www.life360.com>>).

13
14 **COUNT I**

15 **PATENT INFRINGEMENT OF THE ‘982 PATENT**

16 16. Plaintiff restates and realleges the preceding paragraphs of this Complaint as if fully
17 set forth herein.

18 17. Defendant has, under 35 U.S.C. §271(a), directly infringed, and continues to directly
19 infringe, literally and/or under the doctrine of equivalents, one or more claims, including without
20 limitation at least claim 1 of the ‘982 Patent, by making, using, testing, selling, offering for sale
21 and/or importing into the United States Defendant’s Accused Products.

22 18. On information and belief, Defendant has made no attempt to design around the
23 claims of the ‘982 Patent.

24 19. On information and belief, Defendant did not have a reasonable basis for believing
25 that the claims of the ‘982 Patent were invalid.

26 20. On information and belief, Defendant’s Accused Products are available to businesses
27 and individuals throughout the United States and in the State of California, including in this District.

28 21. WirelessWerx has been damaged as the result of Defendant’s infringement.

1 22. The claim chart attached hereto as **Exhibit B** describes how the elements of an
2 exemplary claim 1 from the ‘982 Patent are infringed by the Accused Products. This provides details
3 regarding only one example of Defendant’s infringement, and only as to a single patent claim.
4 Plaintiff reserves its right to amend and fully provide its infringement arguments and evidence
5 thereof until its Preliminary and Final Infringement Contentions are later produced according to the
6 court’s scheduling order in this case.


7 23. On information and belief, Defendant makes, uses, offers for sale, and sells wireless
8 earpiece and wearable piece products and services through its website and other sources that infringe
9 one or more of claims of the ‘982 patent, literally or under the doctrine of equivalents. Defendant
10 put the inventions claimed by the ‘982 patent into service (i.e., used them); but for Defendant’s
11 actions, the claimed-inventions embodiments involving Defendant’s products and services would
12 never have been put into service. Defendant’s acts complained of herein caused those claimed-
13 invention embodiments as a whole to perform, and Defendant’s procurement of monetary and
14 commercial benefit from it.

15 24. The charted method claims are directed towards the elements of Defendant’s Life360
16 products and services that are used by Defendant’s customers or in testing. Direct infringement of
17 the method claims by Defendant is established at least through Defendant’s vicarious infringement
18 by profiting from its customers use of the various Life360 Membership Plans:
19 <https://www.life360.com/plans-pricing/>. Stated another way, Defendant controls both the manner
20 and timing of infringement. Defendant provides services, denoted as “Plans” that its customers can
21 use to practice the infringing methods. Defendant benefits from its customer’s use by selling service
22 plans at various prices that allow its customers access to its location-based services, such as:


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Life360 Membership Features


Location Safety




Location History
Retrace your steps and find your favorite routes.



Place Alerts
Get a heads up as family members come and go from your top spots.




Crime Reports
See when and where local crimes happen so you can make safe decisions.




SOS Help Alert
Send a silent, immediate alert with your location to your family members and emergency contacts.

Driving Safety




Crash Detection
Get notified about collisions over 25mph for all drivers and passengers.*


*Conditions and limitations apply.




Family Driving Summary
Get a weekly snapshot of your family's trips, miles driven, and more.



Individual Driver Reports
See a detailed view of every single trip, including top speed, texting, and more.




Roadside Assistance
Professional, 24/7 help with jumpstarts, towing, lockouts, refueling, and more.




Emergency Dispatch
A team of five specialists at the ready to send an ambulance and alert family members.


Digital Safety




Data Breach Alerts
Get notified if your family's stolen data is found on the dark web before it leads to identity theft.



ID Theft Protection
Protect each family member's online info with proactive protection and full service identity restoration.



Stolen Funds Reimbursement
Get reimbursed if a hacker steals your identity, up to \$1M per person, per year.



Credit Monitoring
Know if new accounts are opened in your name or there's a change to your credit report.


Emergency Assistance




Stolen Phone Protection
We'll help fund a replacement if your phone is stolen, up to \$500 per circle, per year.



Disaster Response
Evacuation support in case of natural disasters and more.



Medical Assistance
On-call 24/7 Nurse Helpline, medical advice, pharmacy and specialist referrals, and more.



Travel Support
Pre-trip planning, local information, rebooking support, and lost luggage help.

from

<https://www.life360.com/plans-pricing/#>.

25. Defendant further controls the nature and timing of infringement by requiring its customers to agree to certain Terms and Conditions: <https://life360-legal.zendesk.com/hc/en-us/articles/16124856472471-Life360-Terms-of-Service>:

Life360 Terms of Service

Relevant to:

These Terms of Service were last modified on October 14, 2024.

Life360 protects and connects your loved ones, pets, and important items to make your life easier and less stressful.

As you review these Terms of Service, keep in mind that it applies to the websites, mobile apps, Help Center and other associated services ("**Services**") provided by Life360, Inc., a Delaware corporation ("**Life360**" or "**Company**"), and Life360's subsidiaries, Tile and Jibit (collectively referred to herein with Life360 as "**we**", "**our**", or "**us**"). It also applies to Life360 physical devices (e.g. Tile trackers, Jibit devices, and partner products that have the Tile-finding technology embedded within them) as well as other products such as Tile Lost and Found Labels (collectively, "**Products**").

These Terms of Service explain what you can expect from us and what we can expect from you in connection with your use of our Services and Products.

By accessing or using the Services (including by downloading any mobile application we may offer from time to time), you signify that you have read, understood, and agree to be bound by these Terms of Service (the "**Agreement**"), whether or not you are a registered user of our Services. This Agreement applies to all visitors and subscribers who access or use the Products or Services (collectively, "**Members**"). Before accessing or using our Products and/or Services, please ensure that you have read the [Privacy Policy](#) and understand how we collect, store, use and disclose your personal information as described herein.

26. Defendant has and continues to induce infringement. Defendant has actively encouraged or instructed others (e.g., its customers and/or the customers of its related companies), and continue to do so, on how to use its products and services (e.g., use its location based services : <https://www.life360.com/plans-pricing/#>) and related products and services such as to cause infringement of one or more of claims of the '982 patent, literally or under the doctrine of equivalents. Moreover, Defendant has known of the '982 patent and the technology underlying it from at least the filing date of the lawsuit.¹ For clarity, direct infringement is previously alleged in

¹ Plaintiff reserves the right to amend if discovery reveals an earlier date of knowledge.

1 or under the Plaintiff's patents. Duties of confidentiality prevent disclosure of settlement licenses
2 and their terms in this pleading but discovery will show that Plaintiff and its predecessors-in-interest
3 have substantially complied with Section 287(a). Furthermore, each of the defendant entities in the
4 settlement licenses did not agree that they were infringing any of Plaintiff's patents, including the
5 Patents-in-Suit, and thus were not entering into the settlement license to produce a patented article
6 for Plaintiff or under its patents. Further, to the extent necessary, Plaintiff will limit its claims of
7 infringement to method claims and thereby remove any requirement for marking.

8 31. To the extent Defendant identifies an alleged unmarked product produced for
9 Plaintiff or under Plaintiff's patents, Plaintiff will develop evidence in discovery to either show that
10 the alleged unmarked product does not practice the Patent-in-Suit and that Plaintiff has substantially
11 complied with the marking statute. Defendant has failed to identify any alleged patented article for
12 which Section 287(a) would apply. Further, Defendant has failed to allege any defendant entity
13 produce a patented article.

14 32. The policy of § 287 serves three related purposes: (1) helping to avoid innocent
15 infringement; (2) encouraging patentees to give public notice that the article is patented; and (3)
16 aiding the public to identify whether an article is patented.
17 These policy considerations are advanced when parties are allowed to freely settle cases without
18 admitting infringement and thus not require marking. All settlement licenses were to end litigation
19 and thus the policies of §287 are not violated. Such a result is further warranted by 35 U.S.C. §286
20 which allows for the recovery of damages for six years prior to the filing of the complaint.

21 33. For each previous settlement license, Plaintiff understood that (1) the settlement
22 license was the end of litigation between the defendant entity and Plaintiff and was not a license
23 where the defendant entity was looking to sell a product under any of Plaintiff's patents; (2) the
24 settlement license was entered into to terminate litigation and prevent future litigation between
25 Plaintiff and defendant entity for patent infringement; (3) defendant entity did not believe it
26 produced any product that could be considered a patentable article under 35 U.S.C. §287; and, (4)
27 Plaintiff believes it has taken reasonable steps to ensure compliance with 35 U.S.C. §287 for each
28 prior settlement license.

DEMAND FOR JURY TRIAL

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Plaintiff hereby requests a trial by jury on issues so triable by right.

DATED: November 26, 2024

Respectfully submitted,

BANIE & ISHIMOTO LLP

By: /s/Jennifer Ishimoto

Jennifer Ishimoto