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5 Attorneys for Plaintiffs  
AutoStoa LLC and Gaatu, Inc.

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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10 AUTOSTOA LLC AND  
11 GAATU, INC.,

12 Plaintiffs,

13 v.

14 PROWINCH LLC,

15 Defendant.

Case No.

**COMPLAINT FOR DECLARATORY  
JUDGMENT**

**JURY TRIAL DEMAND**

1 Plaintiffs AutoStoa LLC and Gaatu, Inc. (collectively Plaintiffs) bring this  
2 Complaint for Declaratory Judgment against Prowinch LLC (“Prowinch” or  
3 “Defendant”) and allege as follows:

4 **NATURE OF THE ACTION**

5 1. This is an action for a declaratory judgment of noninfringement and  
6 patent claim invalidity arising under the patent laws of the United States, Title 35 of  
7 the United States Code.

8 2. Prowinch is the owner of U.S. Patent No. D985,519S (the “’519  
9 Patent”) (attached as **Exhibit A**). Prowinch’s actions and statements, including its  
10 allegations that Plaintiffs infringe the ’519 Patent, have created a real and substantial  
11 controversy that warrants issuance of a declaratory judgment of non-infringement  
12 and of patent claim invalidity of the ’519 Patent.

13 **PARTIES**

14 3. Plaintiff AutoStoa LLC is a limited liability company formed under  
15 and existing under the laws of the State of California. AutoStoa LLC maintains a  
16 principal place of business at:

17 2900 N. MacArthur Drive  
18 Suite 150  
19 Tracy, California 95376

20 AutoStoa LLC is a wholly owned subsidiary of Plaintiff Gaatu, Inc. Gaatu, Inc. is  
21 corporation formed under and existing under the laws of the State of Delaware.

22 Gaatu, Inc. maintains a principal place of business at:

23 880 N. McCarthy Boulevard  
24 Suite 200  
25 Milpitas, California 95035

26 From time to time, AutoStoa and Gaatu, collectively or individually, do business  
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1 under the tradename “PARTSam.” Autostoa and Gaatu use the registration name  
2 “PARTSam” when selling on Amazon.

3 4. On information and belief, Defendant Prowinch, LLC is a limited  
4 liability company formed and existing under the laws of the State of Florida that  
5 maintains a principal place of business at:

6 2901 NW 21st Terrace  
7 Miami, Florida 33142

8 On information and belief, Prowinch LLC maintains physical offices and facilities at:

9 709 E. Gardena Boulevard  
10 Carson, California 90746

11 **JURISDICTION AND VENUE**

12 5. This Court has subject matter jurisdiction pursuant to 28 U.S.C.  
13 sections 1331 and 1338(a) because this action arises under the patent laws of the  
14 United States, 35 U.S.C. section 1, *et seq.* and under the Federal Declaratory  
15 Judgment Act, 28 U.S.C. sections 2201 and 2202. For the reasons set forth below, a  
16 substantial controversy exists between the parties that is sufficiently immediate and  
17 real as to warrant declaratory relief.

18 6. This Court has personal jurisdiction over Prowinch at least because on  
19 information and belief, Prowinch maintains a physical place of business in the State  
20 of California and within this judicial district, specifically Prowinch’s website  
21 identifies a “Los Angeles Branch” at:

22 709 E. Gardena Blvd  
23 Carson, California 90746  
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25 In addition, Prowinch’s actions have affected Plaintiffs’ ability to sell their products  
26 to consumers in California and in this District and Prowinch thus fair warning that it  
27 may be hauled into court here.

1 7. Venue is proper in this Court pursuant to 28 U.S.C. sections 1391(b)  
2 and 1391(c)(2) at least because on information and belief, Prowinch maintains a  
3 physical place of business within the State of California and within this judicial  
4 district, specifically, Prowinch's website identifies a "Los Angeles Branch" at:

5 709 E. Gardena Blvd  
6 Carson, California  
7 90746

8 Carson, California is located in Los Angeles County, California so is located within  
9 the Western Division of the territory of the United States District Court for the  
10 Central District of California.

11 **U.S. PATENT NO. D985,519**

12 8. The '519 Patent states that it issued on May 9, 2023 from an  
13 application – Application No. 29/805,633 - filed on August 27, 2021. The '519  
14 Patent makes no claim to priority earlier than its filing date. The '519 Patent states  
15 Alessio Mattoli as the inventor of the subject matter it claims and states that  
16 Prowinch, LLC of Miami, Florida – the Defendant - is the applicant and assignee.  
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18 9. The '519 Patent is a design patent with a single claim that states:  
19 The ornamental design for a control housing, as shown and described.  
20 The '519 Patent's specification includes seven figures and no textual description.

21 10. During the prosecution of the '633 Application, Prowinch as applicant  
22 abandoned the '633 Application. The Patent Office declared the '633 Application  
23 abandoned on March 3, 2023. Prowinch subsequently revived the '633 Application  
24 but filed a terminal disclaimer. The prosecution history of the '519 Patent is attached  
25 as **Exhibit B**.  
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**THE ACCUSED PRODUCTS**

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11. Accused Product 1. Plaintiffs offered for sale and sold through Amazon.com - using the tradename PARTSam - a winch that they identified as:

Partsam 440lbs Automatic Lift Electric Cable Hoist with Wireless Remote Control 120V Overhead Crane Garage Ceiling Pulley Winch w Towing Strap Sling, Electric Wire Rope Hoist, 38 ft Lifting Height

This product has Amazon Identification Number (“ASIN”) B07X3KPCV5 (“Accused Product 1”). Plaintiff first offered to sell Accused Product 1 at least by August 26, 2019. Plaintiff first sold Accused Product 1 at least by November 14, 2019.

12. Accused Product 2. Plaintiffs offered for sale and sold through Amazon.com - using the tradename PARTSam - a winch that they identified as:

Partsam 880lbs Automatic Lift Electric Cable Hoist with Wireless Remote Control 110V Overhead Crane Garage Ceiling Pulley Winch w Towing Strap Sling, Electric Wire Rope Hoist, 38 ft Lifting Height

This product has ASIN B07X1KG165 (“Accused Product 2”). Plaintiff first offered to sell Accused Product 2 at least by August 26, 2019. Plaintiff first sold Accused Product 2 at least by November 14, 2019.

13. Accused Product 3. Plaintiffs offered for sale and sold through Amazon.com - using the tradename PARTSam - a winch that they identified as:

Partsam Electric Hoists 1320lbs Automatic Lift Electric Cable Hoist with Wireless Remote Control 110V Overhead Crane Garage Ceiling Pulley Winch w Towing Strap Sling, Electric Wire Rope Hoist, 38 ft Lift Height

This product has ASIN B07WPPV8TL8 (“Accused Product 3”). Plaintiff first offered to sell Accused Product 3 at least by August 26, 2019. Plaintiff first sold Accused Product 3 at least by November 14, 2019.

**DEFENDANT’S ACCUSATION OF INFRINGEMENT**

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14. On October 16, 2024, Amazon.com wrote to Plaintiffs that it had:  
received a report from a rights owner alleging that one or more of your listings may be infringing on the intellectual property right of others.

The notice from Amazon.com identified the accused products as:

- ASIN B07X3KPCV5;
- ASIN B07X1KG165; and
- ASIN B07WPPV8TL8.

The notice stated, “Infringement type: Patent,” and the notice identified the patent as “D98519S.” The notice provided contact information:

Alessio Mattoli  
[alessio@prowinch.com](mailto:alessio@prowinch.com)

The notice stated further:

Rights owner communication: Prowinch, LLC owns the design of the black receiver control box on these listings, since this is specifically owned by Prowinch no other seller can sell our design

On information and belief, the statement of the “Rights owner communication” is the statement of Defendant.

15. Amazon include a complaint number Amazon - Complaint No. 16462344741 - with its notice of Defendant’s complaint.

**COUNT I: DECLARATION OF NONINFRINGEMENT AS TO ACCUSED PRODUCT 1**

16. Plaintiffs repeat and reallege the allegations in paragraphs 1 - 15 as though fully set forth herein.

17. By making, using, selling, offering to sell, or importing Accused Product 1, Plaintiffs have not infringed and do not infringe, directly or indirectly, any valid and enforceable claim of the ’519 Patent.

1 18. When functional features are excluded from the single claim of the  
2 '519 Patent, the remaining ornamental features are sufficiently different from any  
3 ornamental features of Accused Product 1 that in the eye of an ordinary observer,  
4 giving such attention as a purchaser usually gives the two designs are not  
5 substantially the same. Any resemblance is such that it does not deceive an observer  
6 so as to induce him to purchase the Accused Product 1 supposing it to be the claimed  
7 ornamental design of the '519 Patent.  
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9 19. Plaintiffs are entitled to a declaratory judgment that they have not  
10 infringed and are not infringing the '519 Patent by making, using, selling, offering to  
11 sell, or importing Accused Product 1.

12 **COUNT II: DECLARATION OF NONINFRINGEMENT AS TO ACCUSED**  
13 **PRODUCT 2**

14 20. Plaintiffs repeat and reallege the allegations in paragraphs 1 - 15 as  
15 though fully set forth herein.

16 21. By making, using, selling, offering to sell, or importing Accused  
17 Product 2, Plaintiffs have not infringed and do not infringe, directly or indirectly, any  
18 valid and enforceable claim of the '519 Patent.

19 22. When functional features are excluded from the single claim of the  
20 '519 Patent, the remaining ornamental features are sufficiently different from any  
21 ornamental features of Accused Product 2 that in the eye of an ordinary observer,  
22 giving such attention as a purchaser usually gives the two designs are not  
23 substantially the same. Any resemblance is such that it does not deceive an observer  
24 so as to induce him to purchase the Accused Product 2 supposing it to be the claimed  
25 ornamental design of the '519 Patent.  
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1 23. Plaintiffs are entitled to a declaratory judgment that they have not  
2 infringed and are not infringing the '519 Patent by making, using, selling, offering to  
3 sell, or importing Accused Product 2.

4 **COUNT III: DECLARATION OF NONINFRINGEMENT AS TO ACCUSED**  
5 **PRODUCT 3**

6 24. Plaintiffs repeat and reallege the allegations in paragraphs 1 - 15 as  
7 though fully set forth herein.

8 25. By making, using, selling, offering to sell, or importing Accused  
9 Product 3, Plaintiffs have not infringed and do not infringe, directly or indirectly, any  
10 valid and enforceable claim of the '519 Patent.

11 26. When functional features are excluded from the single claim of the  
12 '519 Patent, the remaining ornamental features are sufficiently different from any  
13 ornamental features of Accused Product 3 that in the eye of an ordinary observer,  
14 giving such attention as a purchaser usually gives the two designs are not  
15 substantially the same. Any resemblance is such that it does not deceive an observer  
16 so as to induce him to purchase the Accused Product 3 supposing it to be the claimed  
17 ornamental design of the '519 Patent.

18 27. Plaintiffs are entitled to a declaratory judgment that they have not  
19 infringed and are not infringing the '519 Patent by making, using, selling, offering to  
20 sell, or importing Accused Product 3.  
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22 **COUNT IV: DECLARATION OF PATENT CLAIM INVALIDITY**

23 28. Plaintiffs repeat and reallege the allegations in paragraphs 1 - 15 as  
24 though fully set forth herein.  
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26 29. 35 U.S.C. section 102(a)(1) states:  
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Novelty; Prior Art. – A person shall be entitled to a patent unless –

(1) The claimed invention was patented, describe in a printed publication, or in public use, on sale, or otherwise available to the public before the effective filing date of the claimed invention.

35 U.S.C. section 102(a)(1).

30. Plaintiffs offered for sale and sold Accused Product 1 at least as early as November 14, 2019.

31. Defendant accused Accused Product 1 of infringing the ‘519 Patent - Amazon Complaint No. 16462344741 - thereby contending that Accused Product 1 is within the scope of the claim of the ‘519 Patent.

32. The ‘519 Patent’s effective filing date is August 27, 2021.

33. The ‘519 Patent’s effective filing date is more than one year after Plaintiffs sold Accused Product 1 – November 14, 2019. Under Section 102(a)(1), the Accused Product is prior art to the single claim of the ‘519 Patent. 35 U.S.C. section 102(a)(1).

34. The single claim of the ‘519 Patent is invalid under 35 U.S.C. section 102(a)(1) as anticipated by Accused Product 1.

35. Plaintiffs offered for sale and sold Accused Product 2 at least as early as November 14, 2019.

36. Defendant accused the Accused Product 2 of infringing the ‘519 Patent - Amazon Complaint No. 16462344741 - thereby contending that Accused Product 2 is within the scope of the claim of the ‘519 Patent.

37. The ‘519 Patent’s effective filing date is more than one year after Plaintiffs sold Accused Product 2 – November 14, 2019. Under Section 102(a)(1),

1 the Accused Product is prior art to the single claim of the '519 Patent. 35 U.S.C.  
2 section 102(a)(1).

3 38. The single claim of the '519 Patent is invalid under 35 U.S.C. section  
4 102(a)(1) as anticipated by Accused Product 2.

5 39. Plaintiffs offer for sale and sold Accused Product 3 at least as early as  
6 November 14, 2019.

7 40. Defendant accused the Accused Product 3 of infringing the '519  
8 Patent - Amazon Complaint No. 16462344741 - thereby contending that Accused  
9 Product 3 is within the scope of the claim of the '519 Patent.  
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11 41. The '519 Patent's effective filing date is more than one year after  
12 Plaintiffs sold Accused Product 3 – November 14, 2019. Under Section 102(a)(1),  
13 the Accused Product is prior art to the single claim of the '519 Patent. 35 U.S.C.  
14 section 102(a)(1).

15 42. The single claim of the '519 Patent is invalid under 35 U.S.C. section  
16 102(a)(1) as anticipated by Accused Product 3.  
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18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs respectfully request that judgment be entered:

20 a. declaring that Plaintiffs have not and do not infringe, directly,  
21 contributorily, by inducement, literally or by equivalents, jointly, or willfully, the  
22 claim of the '519 Patent by making, using, selling, offering to sell, or importing any  
23 of Accused Product 1, Accused Product 2, or Accused Product 3;  
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25 b. declaring that the claim of the '519 Patent is invalid;

26 c. award Plaintiffs a permanent injunction enjoining Defendant from  
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1 asserting the '519 Patent against any of Accused Product 1, Accused Product 2, or  
2 Accused Product 3;

3 d. declaring this case as exceptional within the meaning of 35 U.S.C.  
4 section 285, and award to Plaintiffs of their reasonable attorneys' fees, expenses, and  
5 costs associated with this action; and

6 e. awarding Plaintiffs any other remedy or relief to which it may be  
7 entitled and which the Court deems just, proper, and equitable.  
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9 **DEMAND FOR A JURY TRIAL**

10 Plaintiffs request a trial by jury under Rule 38 of the Federal Rules of Civil  
11 Procedure of all issues that may be determined by a jury.  
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13 Date: December 6, 2024

Respectfully submitted,

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