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10 Attorneys for Plaintiff ROSEWILL INC.

11  
12 **IN THE UNITED STATES DISTRICT COURT**  
13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

14 ROSEWILL INC., a Delaware )  
15 Corporation, ) Case Number: \_\_\_\_\_  
16 Plaintiff, )  
17 vs. ) **ROSEWILL INC.’S COMPLAINT**  
18 ) **FOR DECLARATORY JUDGMENT**  
19 ) **JURY TRIAL DEMANDED**  
20 MINERO DIGITAL, LLC, a Texas )  
Limited Liability Company, )  
21 Defendant. )

22 Plaintiff Rosewill Inc. (“Rosewill”), for its Complaint for Declaratory  
23 Judgment against Defendant Minero Digital, LLC (“Minero Digital”), alleges as  
24 follows:

25 **NATURE OF THE ACTION**

26 1. This is an action for declaratory judgment under the Declaratory  
27 Judgment Act, 28 U.S.C. § 2201 et seq. and the Patent Laws of the United States,  
28 35 U.S.C. § 1 et seq. Rosewill seeks a declaration of non-infringement of United

1 States Patent Nos. 5,675,811 (the “’811 Patent”).

2 2. Rosewill is a Delaware company with its principal place of business at  
3 18501 E. Gale Street, City Of Industry, CA 91748.

4 3. Upon information and belief, Minero Digital is a Texas limited  
5 liability company with a principal place of business at 1333 W. McDermott Drive,  
6 Suite 241, Allen, Texas 75013. Upon information and belief, Minero Digital’s  
7 president is Daniel F. Perez.

8 4. On information and belief, the ’811 Patent is currently owned by  
9 Minero Digital.

10 **JURISDICTION AND VENUE**

11 5. This action arises under the Patent Laws of the United States of  
12 America, 35 U.S.C. § 1 et seq. and the Declaratory Judgment Act, 28 U.S.C. §§  
13 2201 and 2202. This Court has subject matter jurisdiction over the action under 28  
14 U.S.C. § 1331 and § 1338, based on the existence of an actual controversy between  
15 Rosewill, on the one hand, and Minero Digital, on the other hand, for claims under  
16 the Patent Laws. In particular, there is an active case or controversy about whether  
17 or not Rosewill has infringed any claims of the ’811 Patent. In addition, there is an  
18 active case or controversy about whether or not retailers Amazon.com, Inc.  
19 (“Amazon”), Office Depot, Inc. (“Office Depot”), and Wal-mart Stores, Inc.  
20 (“Walmart”), through their manufacture, use, offer for sale, sale, and/or importation  
21 of products supplied by Rosewill, have infringed any claims of the ’811 Patent.

22 6. The existence of this controversy is demonstrated by, for example, the  
23 December 14, 2015 Second Amended Complaint for Patent Infringement (attached  
24 hereto as Exhibit A) which Minero Digital filed in the Eastern District of Texas  
25 (“Minero Digital Litigation”) accusing various entities, including Rosewill, of  
26 infringing the ’811 Patent through the manufacture, use, importation, sale, and/or  
27 offer for sale of multi-port USB hub devices.

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2 7. In the Second Amended Complaint, ¶ 44, p. 9, Minero Digital alleged  
3 that:

4 Rosewill has made, had made, used, imported, provided,  
5 supplied, distributed, sold, and/or offered for sale  
6 products and/or systems (including, but not limited to:  
7 Rosewill’s RHB-520; RHB-410; RHB-620; RHB-500;  
8 RHB-320; RHB-220; RHUB-300; RHUB-210; RHB-  
9 342; RHB-341; RHB-630; and RHB-411 devices (the  
10 “accused Rosewill devices”)) that, when used in their  
11 intended manner or as designed, infringe one or more  
12 claims of the ‘811 Patent. Defendant Rosewill is thus  
13 liable for, at least, direct infringement of the ‘811 Patent  
14 pursuant to 35 U.S.C. § 271(a), (b) & (c).

12 8. In the Second Amended Complaint, ¶ 52, p. 11, Minero Digital further  
13 alleged that:

14 Upon information and belief, Defendant Amazon has  
15 made, had made, used, imported, provided, supplied,  
16 distributed, sold, and/or offered for sale products and/or  
17 systems (including, but not limited to: . . . one or more of  
18 the accused Rosewill devices . . . ) that, when used in  
19 their intended manner or as designed, infringe one or  
20 more claims of the ‘811 Patent. Defendant Amazon is  
21 thus liable for, at least, direct infringement of the ‘811  
22 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

21 9. In the Second Amended Complaint, ¶ 55, p. 12, Minero Digital further  
22 alleged that:

23 Upon information and belief, Defendant [Office Depot]  
24 has made, had made, used, imported, provided, supplied,  
25 distributed, sold, and/or offered for sale products and/or  
26 systems (including, but not limited to: . . . one or more of  
27 the accused Rosewill devices; . . . ) that, when used in  
28 their intended manner or as designed, infringe one or  
more claims of the ‘811 Patent. Defendant [Office  
Depot] is thus liable for, at least, direct infringement of  
the ‘811 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

1  
2 10. In the Second Amended Complaint, ¶ 57, p. 13, Minero Digital further  
3 alleged that:

4 Upon information and belief, Defendant Walmart has  
5 made, had made, used, imported, provided, supplied,  
6 distributed, sold, and/or offered for sale products and/or  
7 systems (including, but not limited to: . . . one or more of  
8 the accused Rosewill devices; . . . ) that, when used in  
9 their intended manner or as designed, infringe one or  
more claims of the ‘811 Patent. Defendant Walmart is  
thus liable for, at least, direct infringement of the ‘811  
Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

10 11. On January 21, 2016, Minero Digital filed a motion to dismiss  
11 Rosewill from the Minero Digital Litigation without prejudice. On January 25,  
12 2016, this motion was granted. By virtue of the dismissal being without prejudice,  
13 Minero Digital retained the right to bring the exact same claim against Rosewill at a  
14 later date.

15 12. Minero Digital did not dismiss, and has not dismissed, Amazon, Office  
16 Depot, or Walmart from the Minero Digital Litigation.

17 13. Office Depot has requested indemnification from Rosewill with  
18 respect to the allegations made against it in the Minero Digital Litigation that stem  
19 from the sale by Office Depot of “one or more of the accused Rosewill devices.”  
20 (Exhibit A, Second Amended Complaint, ¶55, p. 12).

21 14. This Court has personal jurisdiction over Minero Digital pursuant to  
22 the laws of the State of California, including California’s long-arm statute, and  
23 California Code of Civil Procedure § 410.10.

24 15. The Court has personal jurisdiction over Minero Digital because  
25 Minero Digital has purposely conducted its patent enforcement activities in this  
26 District and towards residents of this District. In particular, as evidenced by the  
27 Second Amended Complaint, Minero Digital’s enforcement efforts have included  
28

1 filing a patent infringement lawsuit against the following entities having their  
2 principal place of business in this District: Aten Tech. Inc.; Belkin International,  
3 Inc.; Eforcity Corp.; Inland Products, Inc.; Rosewill; Sabrent; Targus Store, USA;  
4 and Aluratek, Inc. By purposely targeting residents of this District with its patent  
5 enforcement activities, Minero Digital has an expectation to derive substantial  
6 income from its activities in this District. In addition, on information and belief,  
7 Minero Digital has had substantive negotiations with companies located in this  
8 district regarding the patent-in-suit.

9 16. Minero Digital's claims for patent infringement made against Rosewill  
10 and other entities whose principal residence is in this District are baseless and are  
11 purposely intended to harass and inflict harm on these entities. Minero Digital's  
12 actions have caused, and will cause, harm in this District by requiring residents of  
13 this District to needlessly spend resources to defend against or settle Minero  
14 Digital's meritless claims. Exercising personal jurisdiction over Minero Digital is  
15 fair and reasonable because this District has an interest in adjudicating this dispute,  
16 and doing so will further the fundamental substantive social policy of deterring  
17 future harassment of residents of this District through the filing of baseless patent  
18 infringement actions outside of this District.

19 17. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and  
20 1400 because Rosewill resides in this District and a substantial portion of the events  
21 giving rise to this action, including the sale of the Rosewill multi-port USB hub  
22 products and the service of the Second Amended Complaint against Rosewill, took  
23 place here.

## 24 **COUNT ONE**

### 25 **(Declaratory Judgment of Non-Infringement of the '811 Patent)**

26 18. Paragraphs 1 through 17 are incorporated herein as set forth above.

27 19. Upon information and belief, Minero Digital is the current owner of  
28 the '811 Patent.

1           20. As set forth above, an actual and justiciable controversy exists between  
2 Rosewill and Minero Digital regarding infringement of the '811 Patent by Rosewill  
3 and retailers selling Rosewill multi-port USB hub devices.

4           21. All of the claims of the '811 Patent are method claims.

5           22. The '811 Patent expired on August 18, 2015.

6           23. Rosewill has not infringed the '811 Patent through the manufacture,  
7 use, offer for sale, sale, and/or importation of Rosewill multi-port USB hub devices,  
8 either literally or under the doctrine of equivalents. For example, Rosewill did not  
9 perform the steps of “configuring each peripheral device on said serial bus to  
10 receive data and clock signals from said base station in an idle mode of operation”  
11 and “maintaining said idle mode configuration for all peripheral devices on said  
12 serial bus between said base station and an addressed peripheral device upon a  
13 command send being transmitted over said serial bus by said base station,” as  
14 required by claim 1, in the United States during the enforceable term of the '811  
15 Patent. By way of further example, Rosewill did not perform the steps of  
16 “configuring each peripheral device on said serial bus between said base station and  
17 a last peripheral device on said serial bus in a mid-idle mode of operation wherein  
18 in said mid-idle mode of operation, a peripheral device receives data and clock  
19 signals from said base station and passes said data and clock signals to another  
20 peripheral device on said serial bus” and “configuring said last peripheral device in  
21 a last-idle mode of operation wherein in said last-idle mode, said last peripheral  
22 device receives data and clock signals from said base station and blocks  
23 transmission of said data and clock signals from further transmission over said  
24 serial bus,” as required by claim 11, in the United States during the enforceable  
25 term of the '811 Patent.

26           24. Amazon has not infringed the '811 Patent through the manufacture,  
27 use, offer for sale, sale, and/or importation of Rosewill multi-port USB hub devices,  
28 either literally or under the doctrine of equivalents. For example, through the

1 manufacture, use, offer for sale, sale, and/or importation of Rosewill multi-port  
2 USB hub devices, Amazon did not perform the steps of “configuring each  
3 peripheral device on said serial bus to receive data and clock signals from said base  
4 station in an idle mode of operation” and “maintaining said idle mode configuration  
5 for all peripheral devices on said serial bus between said base station and an  
6 addressed peripheral device upon a command send being transmitted over said  
7 serial bus by said base station,” as required by claim 1, in the United States during  
8 the enforceable term of the ’811 Patent. By way of further example, through the  
9 manufacture, use, offer for sale, sale, and/or importation of Rosewill multi-port  
10 USB hub devices, Amazon did not perform the steps of “configuring each  
11 peripheral device on said serial bus between said base station and a last peripheral  
12 device on said serial bus in a mid-idle mode of operation wherein in said mid-idle  
13 mode of operation, a peripheral device receives data and clock signals from said  
14 base station and passes said data and clock signals to another peripheral device on  
15 said serial bus” and “configuring said last peripheral device in a last-idle mode of  
16 operation wherein in said last-idle mode, said last peripheral device receives data  
17 and clock signals from said base station and blocks transmission of said data and  
18 clock signals from further transmission over said serial bus,” as required by claim  
19 11, in the United States during the enforceable term of the ’811 Patent.

20 25. Office Depot has not infringed the ’811 Patent through the  
21 manufacture, use, offer for sale, sale, and/or importation of Rosewill multi-port  
22 USB hub devices, either literally or under the doctrine of equivalents. For example,  
23 through the manufacture, use, offer for sale, sale, and/or importation of Rosewill  
24 multi-port USB hub devices, Office Depot did not perform the steps of  
25 “configuring each peripheral device on said serial bus to receive data and clock  
26 signals from said base station in an idle mode of operation” and “maintaining said  
27 idle mode configuration for all peripheral devices on said serial bus between said  
28 base station and an addressed peripheral device upon a command send being

1 transmitted over said serial bus by said base station,” as required by claim 1, in the  
2 United States during the enforceable term of the ’811 Patent. By way of further  
3 example, through the manufacture, use, offer for sale, sale, and/or importation of  
4 Rosewill multi-port USB hub devices, Office Depot did not perform the steps of  
5 “configuring each peripheral device on said serial bus between said base station and  
6 a last peripheral device on said serial bus in a mid-idle mode of operation wherein  
7 in said mid-idle mode of operation, a peripheral device receives data and clock  
8 signals from said base station and passes said data and clock signals to another  
9 peripheral device on said serial bus” and “configuring said last peripheral device in  
10 a last-idle mode of operation wherein in said last-idle mode, said last peripheral  
11 device receives data and clock signals from said base station and blocks  
12 transmission of said data and clock signals from further transmission over said  
13 serial bus,” as required by claim 11, in the United States during the enforceable  
14 term of the ’811 Patent.

15 26. Walmart has not infringed the ’811 Patent through the manufacture,  
16 use, offer for sale, sale, and/or importation of Rosewill multi-port USB hub devices,  
17 either literally or under the doctrine of equivalents. For example, through the  
18 manufacture, use, offer for sale, sale, and/or importation of Rosewill multi-port  
19 USB hub devices, Walmart did not perform the steps of “configuring each  
20 peripheral device on said serial bus to receive data and clock signals from said base  
21 station in an idle mode of operation” and “maintaining said idle mode configuration  
22 for all peripheral devices on said serial bus between said base station and an  
23 addressed peripheral device upon a command send being transmitted over said  
24 serial bus by said base station,” as required by claim 1, in the United States during  
25 the enforceable term of the ’811 Patent. By way of further example, through the  
26 manufacture, use, offer for sale, sale, and/or importation of Rosewill multi-port  
27 USB hub devices, Walmart did not perform the steps of “configuring each  
28 peripheral device on said serial bus between said base station and a last peripheral



1 device on said serial bus in a mid-idle mode of operation wherein in said mid-idle  
2 mode of operation, a peripheral device receives data and clock signals from said  
3 base station and passes said data and clock signals to another peripheral device on  
4 said serial bus” and “configuring said last peripheral device in a last-idle mode of  
5 operation wherein in said last-idle mode, said last peripheral device receives data  
6 and clock signals from said base station and blocks transmission of said data and  
7 clock signals from further transmission over said serial bus,” as required by claim  
8 11, in the United States during the enforceable term of the ’811 Patent.

9 27. Upon information and belief, none of Rosewill, Amazon, Office  
10 Depot, and Walmart had actual knowledge of the ’811 Patent prior to its expiration.

11 28. Neither Rosewill, Amazon, Office Depot, nor Walmart induced the  
12 infringement of the ’811 Patent 35 U.S.C. § 271(b) for at least the reason that there  
13 has been no direct infringement of the ’811 Patent. Neither Rosewill, Amazon,  
14 Office Depot, nor Walmart induced the infringement of the ’811 Patent for at least  
15 the additional reason that none of these entities had knowledge of the ’811 Patent or  
16 the specific intent to cause infringement of the ’811 Patent prior to the expiration  
17 thereof.

18 29. Neither Rosewill, Amazon, Office Depot, nor Walmart contributed to  
19 the infringement of the ’811 Patent under 35 U.S.C. § 271(c) for at least the reason  
20 that there has been no direct infringement of the ’811 Patent. Neither Rosewill,  
21 Amazon, Office Depot, nor Walmart contributed to the infringement of the ’811  
22 Patent for at least the additional reason that none of these entities had knowledge of  
23 the ’811 Patent prior to the expiration thereof.

24 30. Rosewill is entitled to judgment declaring that neither it, nor Amazon,  
25 Office Depot, or Walmart, through the manufacture, use, offer for sale, sale, and/or  
26 importation of the Rosewill multi-port USB hub products, infringed any claim of  
27 the ’811 Patent during the enforceable term thereof.

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