

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CANTIGNY LIGHTING CONTROL, LLC

Plaintiff,

vs.

JASCO PRODUCTS COMPANY LLC and
AVI-ON LABS, INC.

Defendant.

Civil Action No. 16-cv-05794

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Cantigny Lighting Control, LLC complains of Defendants Jasco Products Company LLC and Avi-On Labs, Inc. as follows:

THE PARTIES

1. Plaintiff Cantigny Lighting Control, LLC (“Cantigny”) is an Illinois limited liability company having a place of business at 2018 Dorset Drive, Wheaton, Illinois. Cantigny holds total legal ownership of and has standing to sue for infringement of U.S. Patent No. 9,320,122, entitled “Programmable Light Timer and a Method of Implementing a Programmable Light Timer,” whose inventor is John King (the “’122 Patent”, attached hereto as Exhibit A). Cantigny also holds total legal ownership of and has standing to sue for infringement of U.S. Patent No. 9,226,373, also entitled “Programmable Light Timer and a Method of Implementing a Programmable Light Timer,” whose inventor is also John King (the ‘373 Patent”, attached hereto as Exhibit B). Jointly, these patents are referred to herein as the “Cantigny Patents.” Cantigny was formed by Mr. King as a vehicle for the development of consumer products using his inventions in light timing technology.

2. Defendant Jasco Products Company LLC (“Jasco”) is a limited liability corporation having a principal place of business at 10 E. Memorial Rd., Oklahoma City, OK 73114. Cantigny contends that Jasco’s products infringe at least the ’122 Patent and the ’373 Patent as alleged below. Jasco has previously and is presently making, using, selling, offering for sale, and/or importing into the United States products that infringe one or more claims of the ’122 and ’373 Patents. Jasco has also indirectly infringed the ’373 Patent.

3. Avi-On Labs, Inc. (“Avi-On”) is a corporation having a principal place of business at 2570 Rasmussen Road, Suite 206, Park City, UT 84098. Avi-On has previously and is presently making, using, selling, offering for sale and/or importing into the United States products that infringe one or more claims of the ’373 Patent, in collaboration with Jasco. Avi-On has also indirectly infringed the ’373 Patent.

JURISDICTION AND VENUE

4. This action arises under the patent laws of the United States, e.g., 35 U.S.C. §§ 271, 281, 283-285. Subject matter jurisdiction exists under 28 U.S.C. §§ 1331 and 1338(a).

5. Jasco has transacted business by making, using, selling, or offering to sell and distributing products that infringe the Cantigny Patents. Such sales and offers to sell include sales and offers to sell in this judicial district. Accordingly, this Court has personal jurisdiction over Jasco. Avi-On has also transacted business by making, using, selling, or offering to sell and distributing products that infringe the Cantigny Patents. Such sales and offers to sale include sales and offers to sell in this judicial district. Accordingly, this Court has personal jurisdiction over Avi-On. Venue is proper in this Court under 28 U.S.C. § 1391(c) and/or 1400(b).

FACTUAL BACKGROUND

6. Jasco manufactures home electrical products for sale to the public. Avi-On creates software for use with certain Jasco products, and offers Jasco wirelessly programmable products for sale on their web site.

7. Jasco products include a number of home electrical timer products, including the GE MyTouchSmart™ Indoor Plug-In Digital Timer, the GE MyTouchSmart™ Indoor/Outdoor Plug-In Digital Timer, the GE MyTouchSmart™ In-Wall Digital Timer, the GE Digital Plug-In TouchSmart™ Timer, and the GE In-Wall TouchSmart™ Digital Timer.

8. Jasco also manufactures a number of Bluetooth enabled timer products, which are used with the Avi-On software including the GE Plug-in Smart Switch, the GE Plug-in Smart Dimmer, the GE Plug-in Outdoor Smart Switch, the GE In-Wall Smart Switch and the GE In-Wall Smart Dimmer. These products are also offered for sale by Avi-On on the Avi-On website, and operate with Avi-On software.

9. The infringing products include three different types. The first type of infringing product permits the user to set the time, and program separate on and off times. This feature is present in the GE MyTouchSmart™ Indoor Plug-In Digital Timer, the GE MyTouchSmart™ Indoor/Outdoor Plug-In Digital Timer, and the GE MyTouchSmart™ In-Wall Digital Timer and may include other Jasco products (the “Programmable Timers”). The second type of infringing product permits the user to set the time and then select between multiple pre-stored timing patterns. These are the GE MyTouchSmart™ Indoor Plug-In Digital Timer, the GE MyTouchSmart™ Indoor/Outdoor Plug-In Digital Timer, the GE Digital Plug-In TouchSmart™ Timer, and the GE In-Wall TouchSmart™ Digital Timer and may include other Jasco products (the “Pre-Stored Timers”). Some products have both of these two feature sets. The third type of

infringing product is wirelessly programmable timers, which permit a user to download a program to them. These are the GE Plug-in Smart Switch, the GE Plug-in Smart Dimmer, the GE Plug-in Outdoor Smart Switch, the GE In-Wall Smart Switch and the GE In-Wall Smart Dimmer (the “Wireless Timers”), and may include other Jasco or Avi-On products.

10. Jasco makes, uses, sells, offers to sell and distributes its products to customers in the United States.

11. The infringing Jasco products include the Programmable Timers, the Pre-Stored Timers, and the Wireless Timers.

12. The infringing products sold and offered for sale by Avi-On are the Wireless Timers, and Jasco makes, uses, sells and offers the Avi-On software for sale.

COUNT I

INFRINGEMENT OF THE '122 PATENT BY THE PROGRAMMABLE TIMERS

13. Cantigny hereby incorporates paragraphs 1-12 above by reference.

14. Jasco has directly infringed and continues to directly infringe at least claims 1, 6 and 7 of the '122 Patent through using, selling and/or importing the Programmable Timers. Jasco offers the products for sale through their web site and other distribution channels throughout the United States.

15. Claim 1 is an infringed claim. Claim 1 is infringed by the Programmable Timers. The exemplar of infringement is the MyTouchSmart™ In-Wall Digital Timer. The preamble of claim 1 states: “A programmable light timer for implementing a timing pattern, the programmable light timer comprising[.]” The MyTouchSmart™ In-Wall Digital Timer is a programmable timer. The use described for the timer on the Jasco website is “replac[ing] existing light switch.” Exhibit C, Features. Steps two and three of the setup description in Exhibit

D, demonstrate setting the time and setting custom on and off times, and states that “[a]ll programmed times will run simultaneously in a 24 hour day.” (Exhibit D).



The product also explicitly describes controlling lights in step 4, the manual override. The product is, therefore, a programmable light timer, which implements user-input timing patterns.

16. The first element of the claim is “an actuator on a user interface of the programmable light timer enabling a selection of a time for the programmable light timer.” Step 2 of Exhibit B demonstrates using the actuators (the up and down arrows) to set the time.



The user interface is the set of control buttons and the display of the timer, as shown in the picture accompanying step 2. The MyTouchSmart™ In-Wall Digital Timer therefore has an actuator on the interface enabling selection of a time. These same actuators are used both to set the clock time and to set the program times for the two available user programs.

17. The second element of the claim is “a control circuit coupled to the actuator[.]” The MyTouchSmart™ In-Wall Digital Timer contains circuitry which controls the display of the clock and the time for programs, and which is connected to the actuators permitting the changing of both clock time and program time. This circuitry meets the second element of the claim.

18. The third element of the claim is “a display coupled to the control circuit, wherein a time selected by the actuator is provided on the display[.]” The MyTouchSmart™ In-Wall Digital Timer includes an LCD display which shows the time selected by the actuator both for clock time and for selected program times. The time selected by the actuator is provided on the display both during setting of the clock and the programmed “my on” and “my off” times.

19. The fourth element of the claim is “a first button on the user interface of the programmable light timer, wherein the first button is programmable to have an on time[.]” The “my on” time buttons are each programmable to have an on time.

20. The final element of the claim is “a second button on the user interface of the programmable timer, wherein the second button is programmable to have an off time.” The “my off” buttons are each programmable to have an off time.

21. As each element of claim 1 is present in the MyTouchSmart™ In-Wall Digital Timer, claim 1 of the '122 is infringed by the MyTouchSmart™ In-Wall Digital Timer. All of the Programmable Timers infringe this claim.

22. Claim 6 calls for “The programmable light timer of claim 1 further comprising a third button having a pre-stored timing pattern.” The GE MyTouchSmart™ Indoor Plug-In Digital Timer and the GE MyTouchSmart™ Indoor/Outdoor Plug-In Digital Timer each have such a third button, including programs such as “evening” or “morning”. These two products also infringe claim 6.

23. Claim 7 calls for “The programmable timer of claim 1 further comprising a switch enabling overriding the timing pattern implemented by the programmable light timer.” The ‘on’ switch on the MyTouchSmart™ In-Wall Digital Timer overrides the timing pattern. The MyTouchSmart™ In-Wall Digital Timer infringes claim 7.

COUNT II

INFRINGEMENT OF THE '122 PATENT BY THE PRE-STORED TIMERS

24. Cantigny hereby incorporates paragraphs 1-23 above by reference.

25. Jasco has also directly infringed and continues to directly infringe at least claims 8, 9, 10, 11, 12, 13, and 14 of the '122 Patent through using, selling and/or importing the Programmable Timers. Jasco offers the products for sale through their web site and other distribution channels throughout the United States.

26. Claim 8 is an infringed claim. Claim 8 is infringed by the Pre-Stored Timers. The exemplar of infringement is the GE MyTouchSmart™ Indoor Plug-In Digital Timer. The preamble of claim 1 states: “A programmable light timer for implementing a timing pattern, the programmable light timer comprising[.]” The GE MyTouchSmart™ Indoor Plug-In Digital Timer is a programmable timer. Like the other Jasco products, the use for the timer is to control lighting products. Step II of the setup description in Exhibit E, demonstrates selection and use of pre-stored programs that “run individually or simultaneously” (Exhibit E).



The product is, therefore, a programmable light timer for implementing a timing pattern.

27. The first element of the claim is “an actuator on a user interface of the programmable light timer enabling a selection of a time for the programmable light timer.” Step 2 of Exhibit E demonstrates using the actuators (the up and down arrows) to set the time.



The user interface is the set of control buttons and the display of the timer, as shown in the picture accompanying step 2. The GE MyTouchSmart™ Indoor Plug-In Digital Timer therefore has an actuator on the interface enabling selection of a time. These same actuators are used both to set the clock time and to set the program times for the user programs.

28. The second element of the claim is “a control circuit coupled to the actuator[.]” The GE MyTouchSmart™ Indoor Plug-In Digital Timer contains circuitry which controls the

display of the clock and the time for programs, and which is connected to the actuators permitting the changing of both clock time and program time. This circuitry meets the second element of the claim.

29. The third element of the claim is “a display coupled to the control circuit, wherein a time selected by the actuator is provided on the display[.]” The GE MyTouchSmart™ Indoor Plug-In Digital Timer includes an LCD display which shows the time selected by the actuator both for clock time and for selected program times. The time selected by the actuator is provided on the display both during setting of the clock and the programmed “my on” and “my off” times.

30. The fourth element of the claim is “a first button on the user interface of the programmable light timer, the first button enabling the selection of a first pre-stored timing pattern[.]” The “evening” button enables the selection of a preset schedule from 5 pm to midnight.

31. The final element of the claim is “a second button on the user interface of the programmable timer, the second button enabling the selection of a second pre-stored timing pattern.” The “morning” button enables the selection of a preset schedule from 5 am to 8 am.

32. As each element of claim 8 is present in the GE MyTouchSmart™ Indoor Plug-In Digital Timer, claim 8 of the '122 is infringed by the GE MyTouchSmart™ Indoor Plug-In Digital Timer. All of the Pre-Stored Timers infringe this claim.

33. Claim 9 calls for “The programmable light timer of claim 8 further comprising a third button that is user-programmable.” Each of the Pre-Stored Timers which include the my on time and my off time features also infringes this claim, as they have a third (and fourth) button which is user-programmable. This includes the GE MyTouchSmart™ Indoor Plug-In Digital Timer and the GE MyTouchSmart™ Indoor/Outdoor Plug-In Digital Timer.

34. Claim 10 calls for “The programmable light timer of claim 9 wherein the third button is programmable with a user-programmable on time.” Each of the GE MyTouchSmart™ Indoor Plug-In Digital Timer and the GE MyTouchSmart™ Indoor/Outdoor Plug-In Digital Timer has the my on time button, which is programmable with an on time. Each of the GE MyTouchSmart™ Indoor Plug-In Digital Timer and the GE MyTouchSmart™ Indoor/Outdoor Plug-In Digital Timer infringe claim 10.

35. Claim 11 calls for “The programmable light timer of claim 10 further comprising a fourth button that is user programmable.” Each of the GE MyTouchSmart™ Indoor Plug-In Digital Timer and the GE MyTouchSmart™ Indoor/Outdoor Plug-In Digital Timer have a fourth button that is programmable, the my off time button, and infringe claim 11.

36. Claim 12 calls for “The programmable light timer of claim 11 wherein the fourth button is programmable with a user programmable an off time.” The GE MyTouchSmart™ Indoor Plug-In Digital Timer and the GE MyTouchSmart™ Indoor/Outdoor Plug-In Digital Timer my off time button is so programmable, and they each infringe claim 12.

37. Claim 13 calls for “The programmable light timer of claim 8 wherein the actuator enables an up or down operation for selecting a time used by the programmable light timer.” All of the Pre-Stored Timers contain this feature, with both clock time and program times set using the up and down arrow actuators in each product.

38. Claim 14 calls for “The programmable light timer of claim 8 further comprising a switch enabling overriding the timing pattern implemented by the programmable light timer.” Each of the the GE Digital Plug-In TouchSmart™ Timer, and the GE In-Wall TouchSmart™ Digital Timer include this feature, with dedicated on and off buttons used to manually control the device plugged into the timer.

COUNT III

INFRINGEMENT OF THE '373 PATENT BY THE WIRELESS TIMERS

39. Cantigny hereby incorporates paragraphs 1-38 above by reference.

40. Jasco and Avi-On have infringed and continue to infringe, both directly and indirectly under 35 U.S.C. §§ 271(b) and 271(c) (inducement and contributory infringement), at least claims 1, 4, 5, 6, 7, 8, 10, 11, 12, 13, and 14 of the '373 Patent through using, selling, offering to sell and/or importing the Wireless Timers and the Avi-On software. Jasco offers the products for sale through their web site and other distribution channels throughout the United States. Jasco expressly instructs the use of the Avi-On software with the Wireless Timers, specifically including iOS or Android and Bluetooth capability. Avi-On also sells and offers the Wireless Timers for sale through their web site, and provides the software and instructions for its use for download, along with expressly instructing the use of iOS or Android devices with Bluetooth capability for their control software. At least through service of this Complaint, Jasco and Avi-On have knowledge of the '373 Patent, and notice of the reasons for infringement.

41. Claim 1 is an infringed claim. The exemplar of infringement is the GE Plug-In Smart Dimmer. The preamble of claim 1 states, "A programmable light timer for implementing a timing pattern, the programmable light timer comprising[.]" The GE Plug-In Smart Dimmer is a device to "wirelessly control lights from your smartphone or tablet," and to "control, adjust brightness and schedule table and floor lamps." Exhibit F, Product Box for GE Plug-In Smart Dimmer. It is programmable using the Avi-On software to load timing patterns into its memory, via a Bluetooth connection from a Bluetooth device such as an Android product or iPhone. It plugs into the wall and is a light timer between the wall circuit and the light, which is in turn plugged into the socket on the side of the GE Plug-In Smart Dimmer.



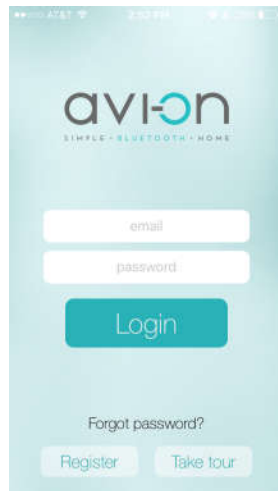
42. The first element of claim 1 calls for “a memory storing at least one timing pattern, the at least one timing pattern having one or more on/off settings for a time period[.]” The GE Plug-In Smart Dimmer contains memory which stores the programs input from the Avion software. This includes on and off times, as well as days of the week for which the pattern should be enabled.



43. The second element of claim 1 calls for “a wireless communication circuit configured to receive, using a wireless communication protocol, the at least one timing pattern selected on a user interface of a wireless device having a corresponding wireless communication circuit, the user interface enabling the selection of the at least one timing pattern[.]” The GE Plug-In Smart Dimmer contains a Bluetooth communications circuit over which it receives the

programming from the Avi-On wireless device, which may be used to select and send the program (the timing pattern) to the GE Plug-In Smart Dimmer. Any allowed wireless device also contains the Bluetooth circuit required to connect to the GE Plug-In Smart Dimmer. Both Jasco and Avi-On specifically teach and encourage the use of iOS and Android products to be used with the Avi-On software and the Wireless Timers.

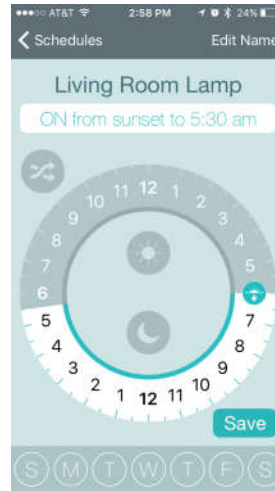
44. The third element of claim 1 calls for “wherein the user interface is configured to receive a security code enabling the downloading of the timing pattern to the memory using the wireless communication protocol.” In the case of the Avi-On user interface, the Avi-On software provides a login page, including a password. The password permits the downloading of timing pattern to the GE Plug-In Smart Dimmer once it is claimed by a given user.



Other users may not download timing patterns to the device without the use of the proper login. This is a security code enabling the downloading of the timing pattern.

45. As each element of claim 1 is present in the GE Plug-In Smart Dimmer, claim 1 of the '373 Patent is infringed by the GE Plug-In Smart Dimmer. All of the Wireless Timers infringe this claim.

46. Claim 3 calls for “The programmable light timer of claim 1 wherein the user interface enables the selection of dusk as an on time of the at least one timing pattern.” This is permitted, as programs may be set to begin or end at sunrise or sunset.



Claim 3 is infringed by the Wireless Timers.

47. Claim 4 calls for “The programmable light timer of claim 1 wherein the programmable light timer does not include a display.” None of the Wireless Timers include a display. All of the Wireless Timers infringe claim 4.

48. The Wireless Timers permit the use of multiple schedules (up to 7) which may be set to run on multiple days of the week, each of which may be separately determined by the user. As such, the Wireless Times also infringe claim 5 which calls for “The programmable light timer of claim 1 wherein the user interface enables the selection of a first on time and a first off time for a first plurality of days of the week.”

49. Claim 6 calls for “The programmable light timer of claim 5 wherein the user interface enables the selection of a second on time and a second off time for a second plurality of days of the week.” Because the Wireless Timers permit up to seven schedules to run, each of which may cover multiple days of the week, they infringe claim 6 as well.

50. Claim 7 calls for “The programmable light timer of claim 1 wherein the user interface enables an astronomic time for one of the on time or the off time.” As sunrise and sunset may be used as any of start or end times in the Wireless Timers, they also infringe this claim.

51. Claim 8 is an infringed claim. The exemplar of infringement is the GE Plug-In Smart Dimmer. The preamble of claim 8 states, “A programmable light timer for implementing a timing pattern, the programmable light timer comprising[.]” The GE Plug-In Smart Dimmer is a device to “wirelessly control lights from your smartphone or tablet,” and to “control, adjust brightness and schedule table and floor lamps.” Exhibit E, Product Box for GE Plug-In Smart Dimmer. The GE Plug-In Smart Dimmer is programmable using the Avi-On software to load timing patterns into its memory, via a Bluetooth connection from a Bluetooth device such as an Android product or iPhone. It plugs into the wall and is a light timer between the wall circuit and the light, which is in turn plugged into the socket on the side of the GE Plug-In Smart Dimmer.

52. The first element of claim 8 calls for “a memory storing at least one timing pattern, the at least one timing pattern having one or more on/off settings for a time period[.]” As described above, the GE Plug-In Smart Dimmer contains memory which stores the programs input from the Avi-On software. This includes on and off times, as well as days of the week for which the pattern should be enabled.

53. The second element of claim 8 calls for “a wireless communication circuit coupled to receive the at least one timing pattern[.]” The GE Plug-In Smart Dimmer contains a Bluetooth communications circuit which is coupled to the memory, and over which it receives the programming from the Avi-On wireless device, which may be used to select and send the program (the timing pattern) to the GE Plug-In Smart Dimmer.

54. The third element of claim 8 calls for “a control circuit coupled to the wireless communication circuit and enabling receiving the at least one timing pattern from a wireless device, wherein the wireless device comprises a user interface configured to receive a security code enabling the downloading of the timing pattern from the wireless device to the programmable light timer.” As described above, the GE Plug-In Smart Dimmer receives programs from the Avi-On software only once it has been claimed, and once the proper login is entered. The control circuit in the GE Plug-In Smart Dimmer permits the downloading of timing pattern to the GE Plug-In Smart Dimmer once it is claimed by a given user but precludes such downloads if the improper login is used, as described above.

55. As each element of claim 8 is present in the GE Plug-In Smart Dimmer, claim 8 of the '373 Patent is infringed by the GE Plug-In Smart Dimmer. All of the Wireless Timers infringe this claim.

56. Claims 10, 11, 12, 13 and 14 are also infringed by the Wireless Timers, as described above in paragraphs 46 and 48-50.

57. Additional products may infringe additional claims of the Cantigny Patents or additional patents owned by Cantigny and be determined during discovery in this case. Cantigny reserves the right to amend the pleadings to state additional claims for infringement.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Cantigny asks this Court to enter judgment against Jasco Products, LLC and Avi-On Labs, Inc. and against their respective subsidiaries, affiliates, agents, servants, employees and all persons in active concert or participation with it, granting the following relief:

- A. An award of damages adequate to compensate Cantigny for the infringement that has occurred, together with prejudgment interest from the date infringement began and statutory costs;
- B. An award to Cantigny of all remedies available under 35 U.S.C. § 284;
- C. An award to Cantigny of all remedies available under 35 U.S.C. § 285;
- D. A permanent injunction prohibiting further infringement, inducement and contributory infringement of the Cantigny Patents; and,
- E. Such other and further relief as this Court or a jury may deem proper and just.

JURY DEMAND

Cantigny demands a trial by jury on all issues so triable.

Dated: June 2, 2016

Cantigny Lighting Control, LLC

By: /s/ William W. Flachsbart
William W. Flachsbart
Robert P. Greenspoon
FLACHSBART & GREENSPOON, LLC
333 North Michigan Avenue, Ste 2700
Chicago, IL 60601
T: 312-551-9500
F: 312-551-9501

Attorneys for Plaintiff
Cantigny Lighting Control, LLC