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11 Attorneys for Plaintiff
THERABODY, INC.

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15 **SOUTHERN DIVISION**

17 THERABODY, INC.,
18
19 Plaintiff,
20 v.
21 HYPER ICE, INC.,
22 Defendant.

Case No. 8:26-cv-00003-JWH-KES

**AMENDED COMPLAINT FOR
PATENT INFRINGEMENT**

JURY TRIAL DEMANDED

1 1. Plaintiff Therabody, Inc. (“Therabody”) alleges as follows for this
2 Complaint for Patent Infringement (“Complaint”) against defendant Hyper Ice, Inc.
3 (“Defendant” or “Hyperice”):

4 **THE PARTIES**

5 2. Therabody is a corporation duly organized and existing under the laws
6 of the State of Delaware, having its principal place of business at 1640 South
7 Sepulveda Boulevard, Suite 300, Los Angeles, California 90025.

8 3. On information and belief, Hyperice is a corporation organized and
9 existing under the laws of the State of California, claiming to have its principal
10 place of business at 525 Technology Drive, Suite 100, Irvine, California 92618.

11 **JURISDICTION AND VENUE**

12 4. This Complaint arises under 35 U.S.C. §§ 271 *et seq.* This Court has
13 original subject matter jurisdiction pursuant to U.S.C. §§ 1331 and 1338(a).

14 5. Hyperice sells the products at issue in this litigation via its website
15 (<https://hyperice.com/>), Amazon.com, and various retail stores, to consumers in this
16 District, throughout the State of California, and throughout the United States.

17 6. This Court has personal jurisdiction over Hyperice because it resides in
18 this District. In addition, this Court has personal jurisdiction over Hyperice because
19 it conducts business in this District; has purposefully availed itself of the rights and
20 benefits of California law; and has substantial, continuous, and systematic contacts
21 with the State of California and this District.

22 7. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and
23 28 U.S.C. § 1400(b) because Hyperice has committed acts of infringement in this
24 District and has a regular and established place of business in this District.

25 **FACTUAL BACKGROUND**

26 8. In the fall of 2007, Therabody founder Dr. Jason Wersland was
27 involved in a traumatic motorcycle accident that severely damaged his soft tissue.
28 Dr. Wersland, now a trained chiropractor, surveyed the health and wellness market

1 in search of a technique or product to alleviate his debilitating pain. He found
2 nothing.

3 9. Dr. Wersland decided to take matters into his own hands. Curious
4 about the potential ameliorative effects of vibration on the body, Dr. Wersland
5 began deconstructing common tools and developed an experimental device that
6 used a jigsaw as a base motor. As Dr. Wersland continued to experiment with his
7 innovative device, he discovered that certain depths and speeds of percussion were
8 incredibly effective at easing muscle pain. In 2016, after numerous prototypes and
9 almost a decade after Dr. Wersland developed the first version of his innovative
10 percussive therapy device, the Theragun G1 hit the market. By 2019, Dr.
11 Wersland's percussive therapy devices were used by more than 250 sports teams, as
12 well as physical therapists, trainers, and everyday people worldwide.

13 10. Today, Therabody is a leading wellness technology pioneer that
14 empowers people around the world to live healthier lives. Therabody has applied
15 for and been issued nearly 600 utility and design patents in the United States and
16 throughout the world.

17 11. On August 26, 2025, the United States Patent and Trademark Office
18 duly and lawfully issued United States Patent No. 12,396,919 (the "'919 Patent"),
19 entitled "Percussive Therapy Device With Electrically Connected Attachment." A
20 true and correct copy of the '919 Patent is attached hereto as Exhibit A.

21 12. Therabody owns all right, title, and interest in and to the '919 Patent,
22 including the right to bring suit, recover damages, and obtain injunctive relief for
23 past, present, and future patent infringement.

24 13. The '919 Patent is valid and enforceable.

25 14. Hyperice is offering to sell and/or selling its Hypervolt Go 2
26 percussion massage device within the United States and in this District.

27 15. Hyperice is infringing the '919 Patent by making, using, selling,
28 offering for sale, and/or importing into the United States Hyperice's Hypervolt Go 2

1 percussion massage device.

2 16. Hyperice's Hypervolt Go 2 competes directly against Therabody's
3 massage device products, including but not limited to the Theragun Mini, Theragun
4 Sense, and Theragun Relief.

5 17. On December 10, 2025, Therabody sent John Howell, General Counsel
6 of Hyperice, a notice letter by email informing Hyperice that Hyperice is infringing
7 the '919 Patent. The notice letter included a copy of the '919 Patent and claim chart
8 comparing claim 1 of the '919 Patent to the Hypervolt Go 2 percussion massage
9 device.

10 18. By at least December 10, 2025, Hyperice knew of the '919 Patent and
11 knew that there was an objectively high likelihood that the continued sale of the
12 Hypervolt Go 2 percussion massage device would constitute infringement of the
13 '919 Patent.

14 19. On January 2, 2026, Therabody filed a complaint for patent
15 infringement against Hyperice, alleging that Hyperice's activities involving the
16 Hypervolt Go 2 constitute infringement of the '919 Patent.

17 20. Hyperice has continued to offer for sale and sell the Hypervolt Go 2.
18 Hyperice's continued sales of the Hypervolt Go 2 have been willful, intentional,
19 and have been made with conscious disregard for the '919 Patent.

20 **COUNT I – PATENT INFRINGEMENT**

21 21. Therabody realleges and incorporates by reference each of the above
22 paragraphs 1–20 as though fully set forth herein.

23 22. Hyperice's Hypervolt Go 2 is a percussive therapy system that includes
24 a percussive therapy device and at least one attachment configured to be operatively
25 connected to the percussive therapy device.

26 23. The percussive therapy device of the Hypervolt Go 2 includes a
27 housing.

28 24. The percussive therapy device of the Hypervolt Go 2 includes a handle

1 portion.

2 25. The percussive therapy device of the Hypervolt Go 2 includes a motor
3 positioned in a housing.

4 26. The percussive therapy device of the Hypervolt Go 2 includes a motor
5 configured to output torque about a motor axis.

6 27. The percussive therapy device of the Hypervolt Go 2 includes an
7 eccentric shaft configured to travel in a circle about a motor axis in response to
8 activation of the motor.

9 28. The percussive therapy device of the Hypervolt Go 2 includes a push
10 rod assembly operatively connected to the motor and configured to reciprocate in
11 response to activation of the motor, wherein the push rod assembly comprises an
12 output shaft configured to travel along a reciprocation axis when the push rod
13 assembly reciprocates, and wherein the reciprocation axis extends transverse to the
14 handle portion on a dividing plane normal to the motor axis.

15 29. The percussive therapy device of the Hypervolt Go 2 includes a push
16 rod assembly having a proximal end that is connected to the eccentric shaft at a
17 location offset from the dividing plane in a first direction, wherein the motor
18 extends transverse to the handle portion and away from the dividing plane in a
19 second direction opposite the first direction, and an interior angle defined between
20 the handle portion and the output shaft is obtuse.

21 30. The percussive therapy system of the Hypervolt Go 2 includes an
22 attachment configured to be operatively connected to the output shaft of the
23 percussive therapy device.

24 31. The claim chart of Exhibit B indicates where each element of claim 1
25 of the '919 Patent is present in Hyperice's Hypervolt Go 2.

26 32. The Hypervolt Go 2 meets each and every limitation of at least claim 1
27 of the '919 Patent literally or under the doctrine of equivalents.

28 33. Hyperice has been infringing and continues to infringe at least claim 1

1 of the '919 Patent by making, using, selling, or offering for sale in the United
2 States, and/or importing into the United States, the Hypervolt Go 2.

3 34. Hyperice therefore directly infringes at least claim 1 of the '919 Patent
4 under 35 U.S.C. § 271(a).

5 35. Hyperice's acts of infringement of the '919 Patent have been without
6 express or implied license by Therabody, are in violation of Therabody's rights, and
7 will continue unless enjoined by this Court.

8 36. Hyperice's acts of infringement of the '919 Patent have been and
9 continue to be willful.

10 37. Hyperice's acts of infringement of the '919 Patent have irreparably
11 harmed and will continue to irreparably harm Therabody.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Therabody respectfully requests that this Court provide
14 Therabody the following relief:

15 A. A judgment that Hyperice has infringed and continues to infringe one
16 or more claims of the '919 Patent;

17 B. A judgment that Hyperice's infringement of the '919 Patent has been
18 willful;

19 C. An order permanently enjoining Hyperice, its officers, agents, servants,
20 representatives, and employees, and all persons acting in concert with them, and
21 each of them, from infringing the '919 Patent;

22 D. A judgment awarding lost profit and/or reasonable royalty damages
23 adequate to compensate Therabody for Hyperice's infringement of the '919 Patent
24 to be determined at trial;

25 E. A judgment trebling damages pursuant to 35 U.S.C. § 284 for
26 Hyperice's willful infringement;

27 F. A judgment that this case is exceptional and that Hyperice be ordered
28 to pay Therabody's reasonable attorneys' fees pursuant to 35 U.S.C. § 285;

1 G. An order requiring Hyperice to pay pre-judgment and post-judgment
2 interest to Therabody;

3 H. An order requiring Hyperice to pay all costs associated with this action
4 pursuant to 35 U.S.C. § 284;

5 I. An order accounting for any infringing sales not presented at trial and
6 awarding additional damages for any such infringing sales;

7 J. An order granting Therabody such other and further relief as the Court
8 deems just and equitable.

9
10 Dated: February 25, 2026

RENNER OTTO

11 By: /s/ Mark C. Johnson

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Dated: February 25, 2026

By: /s/ Mark C. Johnson
Mark C. Johnson

Attorney for Plaintiff
THERABODY, INC.