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*Attorneys for Plaintiff Home View Technologies, Inc.*

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

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HOME VIEW TECHNOLOGIES, INC. dba  
LIVEVIEW TECHNOLOGIES, a Utah  
corporation,

Plaintiff,

vs.

BMMPR INC., a California corporation,

Defendant.

**COMPLAINT**

Case No. 2:20-cv-00664-JCB

Magistrate Judge Jared C. Bennett

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Plaintiff Home View Technologies, Inc. dba LiveView Technologies (“LVT”), by and through its undersigned counsel, and in support of its claims for relief against defendant BMMPR Inc. (“BMMPR”), alleges as follows:

**I. PARTIES**

1. LVT is a Utah corporation doing business in the State of Utah, with its principal place of business in Orem, Utah.

2. BMMPR is a California corporation doing business in the State of California, with its principal place of business in San Diego, California.

## II. JURISDICTION AND VENUE

3. This Court has subject-matter jurisdiction over this action pursuant to the provisions of 28 U.S.C. § 1332 because the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states.

4. This Court has specific personal jurisdiction over BMMPR under the BMMPR Purchase Agreement (the “**Purchase Agreement**”) at issue in this lawsuit, under which the parties agreed to “submit to the jurisdiction of the state and federal courts of the State of Utah for the purpose of resolving any dispute arising out of or resulting from [the] Agreement.” (Purchase Agreement, Exh. A, § 10.) In addition, this Court has specific personal jurisdiction over BMMPR under both the Utah long-arm statute and the Due Process Clause of the United States Constitution because it transacted business and contracted to supply services within the State of Utah.

5. Venue is proper pursuant to 28 U.S.C. § 1391 because a substantial part of the events giving rise to this claim occurred in this judicial district.

## III. GENERAL ALLEGATIONS

6. LVT is in the business of providing video surveillance and security solutions to its clients.

7. A large part of LVT’s business is derived from its state-of-the-art Mobile Solar Security Trailers, which are portable trailers consisting of a combination of solar panels, battery packs, two-way speakers, floodlights, and its cutting-edge security cameras fixed to expandable towers (the “**LVT Trailers**”).

8. LVT sells and leases the LVT Trailers to customers who place them in areas that require surveillance or monitoring (*e.g.*, construction sites, parking lots, storefronts, etc.).

9. In response to potential acts of vandalism and tampering, resulting in damage to the LVT Trailers, LVT sought out a solution capable of detecting and relaying attempts to tamper with the LVT Trailers in real time.

10. In its search for a supplier of such a system, LVT came in contact with BMMPR, who represented to LVT that it was a company that could supply LVT with a security system that would prevent a person from tampering with or damaging LVT's Trailers.

11. BMMPR specifically represented to LVT that it had the expertise, experience, technology and ability to deliver what it termed the "Bmmpr High Performance Protection System (BHPPS)" and that the BHPPS System contained a state of the art "Capacitive Touch Detection System" ("CTDS").

12. BMMPR also represented that the BHPPS system would detect anyone tampering with or damaging an LVT Trailer and immediately notify LVT of such an event.

13. On Tuesday, February 4, 2020, LVT and BMMPR met at LVT's Orem, Utah facility to discuss BHPPS and CTDS Systems and how they would work to prevent potential tampering issues with the LVT Trailers.

14. Over the course of the next several weeks, the parties entertained discussions on an anti-tampering solution for the LVT Trailers developed by BMMPR.

15. BMMPR stated that it was confident that BMMPR had expertise and technology to develop a solution for LVT through the use of the BHPPS and CTDS systems. LVT, however, made it clear that it was not interested in paying BMMPR to develop such a product or to pay for

a retrofitting design for the LVT Trailers. Instead, LVT expressed interest in purchasing a product that was already proven that provided the necessary anti-tampering functions for the LVT Trailer.

16. The CEO of BMMPR, Marko Mandaric (“**Mr. Mandaric**”), was adamant that BMMPR could provide LVT with a satisfactory trailer anti-tampering solution through the use of the BMMPR BHPPRS and CTDS systems.

17. In these discussions, LVT made clear to BMMPR that it would not sign any purchase order without first approving a proof of concept, and again reiterated that it was not interested in fronting development costs in any way for a new product. Again, BMMPR assured LVT that its BHPPRS and CTDS systems would work on the LVT Trailers.

18. On April 16, 2020, LVT and BMMPR entered into that certain “BMMPR Purchase Agreement” (the “**Purchase Agreement**”), wherein BMMPR agreed to provide LVT with a proof of concept for a solution that could be installed on the LVT Trailers capable of detecting tampering and which covered the trailer. This solution was dubbed the BMMPR High Performance Protection System (“**BHPPS V1.0**”).

19. The Purchase Agreement states that upon *written, signed* approval of the proof of concept of the BHPPS V1.0, LVT would purchase 1,000 units of the BHPPS V1.0 at a per unit price of \$224, totaling \$224,000 (the “**Purchase Price**”). (*See* Purchase Agreement, § 4.1; *id.* at Exh. A, § 2; and *id.* at Exh. B, p. 2.)

20. The Purchase Price was to be paid as follows:

- a. Phase 1: 25% of the Purchase Price would become payable upon “completion and approval of proof of concept by client [LVT].”
- b. Phase 2: an additional 25% of the Purchase Price would become payable

upon production of a prototype.

c. Phase 3: the remaining 50% would become payable upon production and shipment of the actual BHPPS V1.0 hardware “as agreed...” between the parties.

(Purchase Agreement, at Exh. C.)

21. Notwithstanding minor delays due to the COVID-19 Pandemic, LVT dutifully performed its obligations under the Purchase Agreement by, among other things, providing BMMPR with a fully equipped LVT Trailer (valued at over \$25,000) to enable BMMPR to create its proof of concept for LVT’s review and approval.

22. On June 10, 2020, BMMPR informed LVT that it was ready to provide a demonstration of the BHPPS V1.0 proof of concept.

23. The BHPPS V1.0 proof of concept demonstration took place on July 10, 2020 and was attended by Charlie Adams from LVT (“**Mr. Adams**”).

24. Mr. Adams was underwhelmed by the BHPPS V1.0 proof of concept demonstration. Specifically, he did not believe the BHPPS V1.0 satisfied the most fundamental requirement of the solution required by LVT to protect its LVT Trailers—namely, BHPPS V1.0’s capacitive touch features did not apply to the entire LVT Trailer. Rather, the capacitive touch features only applied to certain smaller handles that would be required to be added to the LVT Trailers. The proposed system would have only covered a very limited amount of the Trailer (approximately 1% of the LVT Trailer).

25. Notwithstanding the disappointing demonstration and the absence of a signed writing by the parties approving the BHPPS V1.0 proof of concept, BMMPR nevertheless issued a \$56,000 invoice to LVT on July 10, 2020 for BMMPR’s purported costs in developing the

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