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10
11 **IN THE UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13

14 LIGHTING DEFENSE GROUP LLC, a
15 Delaware limited liability company,

16 Plaintiff,

17 v.

18 IRTRONIX, INC. d/b/a EURI
19 LIGHTING, a California corporation,

20 Defendant.

Case No.: 2:23-cv-5059

**COMPLAINT FOR PATENT
INFRINGEMENT**

[DEMAND FOR JURY TRIAL]

1 In this action for patent infringement, Plaintiff Lighting Defense Group (“LDG”)
2 asserts that Defendant Irtronix, Inc. d/b/a Euri Lighting (“Irtronix” or “Defendant”)
3 infringes multiple United States patents owned by LDG that are directed to LED
4 lighting products.

5 **BACKGROUND**

6 1. LDG is the owner of a portfolio of 50 issued U.S. patents and pending
7 patent applications relating to lights and lighting. The principals of LDG have consulted
8 on lighting design and implementation issues for a variety of companies, including
9 Costco Wholesale, Motorola, American Express, Simon Properties, Prologis, and Crate
10 & Barrel. Additionally, LDG principals have designed and patented lighting products
11 that have been manufactured and sold globally by major manufacturers, including
12 Thomas & Betts/ABB, Acuity, Cooper Lighting/Signify, and Valmont Industries.

13 2. LDG’s patent portfolio encompasses innovative heat management
14 technology for high efficiency lighting products, including various aspects and
15 improvements relating to light emitting diode (LED) lighting technology. The LDG
16 patent portfolio describes and claims technologies that permit more effective heat
17 management for LED lighting products that may be used indoors or outdoors, including
18 in homes, offices, warehouses, retail spaces, and similar spaces. This technology
19 improves the efficiency of lighting through effective heat dispersion, utilizing various
20 thermal management techniques relating to location and size of apertures, heat fins, heat
21 sinks, and other components, in turn allowing the use of more efficient, longer lasting,
22 and high-power LED lighting products and solutions.

23 3. On information and belief, Euri Lighting is a division of Defendant
24 Irtronix, Inc. and is engaged in the business of selling LED lighting products in-store or
25 online at various retailers, including The Home Depot and www.bulbs.com, among
26 others. See <https://www.eurlightng.com/about-us/>.

27 4. On or about December 4, 2020, LDG, through its counsel Global IP Law
28 Group, sent a letter by email and UPS to Scott Mull, Director of Sales at Euri Lighting,

1 20900 Normandie Avenue, Bldg. B, Torrance, CA 90502. A copy of the December 4,
2 2020 letter is attached hereto as Exhibit 1. The December 4, 2020 letter identified
3 certain United States patents owned by LDG relating to LED lighting—specifically,
4 U.S. Patent Nos. 8,256,923, 9,163,807, 7,874,700, and 8,939,608—and informed
5 Defendant that it required a license to these patents in order to avoid infringement by the
6 making, using, selling, importing into the United States or otherwise offering certain
7 LED lighting products identified in that letter, including at least the following: “Corn”
8 LED lighting product ECB36W-2150.

9 5. On information and belief, Defendant did not respond to LDG’s December
10 4, 2020 letter.

11 6. In addition to Defendant’s continuing infringement of U.S. Patent Nos.
12 8,256,923, 9,163,807, 7,874,700, and 8,939,608, described in the December 4, 2020
13 letter (Exhibit 1 hereto), Defendant’s making, using, selling, offering for sale, or
14 importing into the United States of various LED lighting products has infringed and
15 continues to infringe additional U.S. Patents owned by LDG, including United States
16 Patent Nos. 9,989,241, 11,172,625, 11,172,626, 11,172,627, 11,493,190, 10,495,289,
17 10,907,805, 11,187,764, 11,629,850, and 11,009,218.

18 **PARTIES**

19 7. LDG is a Delaware limited liability company with its principal place of
20 business at 4260 North Brown Avenue, Suite #8, Scottsdale, AZ 85251.

21 8. Upon information and belief, Defendant Irtronix, Inc. d/b/a Euri Lighting is
22 a California corporation with its North American headquarters located at 20900
23 Normandie Avenue, Building B, Torrance, California 90502. Upon information and
24 belief, Euri Lighting is a division of Irtronix. See [https://www.eurilighting.com/about-](https://www.eurilighting.com/about-us/)
25 [us/](https://www.eurilighting.com/about-us/).

26 **JURISDICTION AND VENUE**

27 9. This Court has subject matter jurisdiction under 38 U.S.C. § 1331 and/or
28 1338(a), because this complaint arises under the federal patent laws of the United States.

1 how other LED lighting products offered by Defendant through its Euri Lighting
2 division also infringe the '923 patent, including, by way of example, other "Corn" LED
3 lighting products offered at
4 [https://www.eurilighting.com/products/?filtering=1&filter_product-shape=corn-bulb-](https://www.eurilighting.com/products/?filtering=1&filter_product-shape=corn-bulb-series)
5 [series.](https://www.eurilighting.com/products/?filtering=1&filter_product-shape=corn-bulb-series)

6 16. By the foregoing acts, Defendant has directly infringed, and continues to
7 directly infringe, literally or under the doctrine of equivalents at least one claim of the
8 '923 patent in violation of 35 U.S.C. § 271.

9 17. All the conditions establishing compliance with, and LDG's right to pre-
10 suit damages are established under, 35 U.S.C. § 287(a). LDG does not practice the '923
11 patent and does not make, sell, or offer for sale any patented article under the '923
12 patent. Defendant has had constructive knowledge of the '923 patent since at least
13 September 4, 2012, the date the '923 patent issued. Defendant has had actual knowledge
14 of the '923 patent as least through LDG's letter dated December 4, 2020, which
15 provided notice of the '923 patent and its infringement by at least the above identified
16 infringing products.

17 18. Defendant's infringement of the '923 patent has been and continues to be
18 knowing, willful, deliberate, and intentional, as Defendant has continued its acts of
19 infringement by continuing to make, use, sell, offer for sale, or import into the United
20 States, one or more of the foregoing identified Accused Products after being placed on
21 constructive and actual notice of the '923 patent and its infringement, thus acting in
22 reckless disregard of its infringement of and LDG's rights in the '923 patent.

23 19. Defendant's acts of infringement have caused damage to LDG in an
24 amount to be proven at trial, but in no event less than a reasonable royalty.

25 **COUNT TWO**

26 **Infringement of U.S. Patent No. 9,163,807 ("the '807 patent")**

27 20. LDG incorporates by reference Paragraphs 1 through 19 as if fully set forth
28 herein.

1 21. LDG is the owner of U.S. Patent No. 9,163,807 (“the ’807 patent”), titled
2 Heat Management for a Light Fixture with an Adjustable Optical Distribution. The ’807
3 patent issued on October 20, 2015. A true and correct copy of the ’807 patent is attached
4 as Exhibit 4 hereto.

5 22. Defendant, without authorization from LDG, makes, uses, sells, or offers
6 for sale within the United States, including in this District, or imports into the United
7 States, LED lighting products that infringe one or more claims of the ’807 patent.

8 23. Attached hereto as Exhibit 5 is an exemplary chart showing how
9 Defendant’s “Corn” LED lighting product ECB100W-2150 offered through its Euri
10 Lighting division meets each and every element of at least claim 14 of the ’807 patent.
11 Defendant’s LED lighting product ECB100W-2150 is exemplary and representative of
12 how other LED lighting products offered by Defendant through its Euri Lighting
13 division also infringe the ’807 patent, including, by way of example, other “Corn” LED
14 lighting products offered at
15 [https://www.eurilighting.com/products/?filtering=1&filter_product-shape=corn-bulb-](https://www.eurilighting.com/products/?filtering=1&filter_product-shape=corn-bulb-series)
16 [series.](https://www.eurilighting.com/products/?filtering=1&filter_product-shape=corn-bulb-series)

17 24. By the foregoing acts, Defendant has directly infringed, and continues to
18 directly infringe, literally or under the doctrine of equivalents at least one claim of the
19 ’807 patent in violation of 35 U.S.C. § 271.

20 25. All the conditions establishing compliance with, and LDG’s right to pre-
21 suit damages are established under, 35 U.S.C. § 287(a). LDG does not practice the ’807
22 patent and does not make, sell, or offer for sale any patented article under the ’807
23 patent. Defendant has had constructive knowledge of the ’923 patent since at least
24 October 20, 2015, the date the ’807 patent issued. Defendant has had actual knowledge
25 of the ’807 patent as least through LDG’s letter dated December 4, 2020, which
26 provided notice of the ’923 patent and its infringement by at least the above identified
27 infringing products.

28 26. Defendant’s infringement of the ’807 patent has been and continues to be

1 knowing, willful, deliberate, and intentional, as Defendant has continued its acts of
2 infringement by continuing to make, use, sell, offer for sale, or import into the United
3 States, one or more of the foregoing identified Accused Products after being placed on
4 constructive and actual notice of the '807 patent and its infringement, thus acting in
5 reckless disregard of its infringement of and LDG's rights in the '807 patent.

6 27. Defendant's acts of infringement have caused damage to LDG in an
7 amount to be proven at trial, but in no event less than a reasonable royalty.

8 **COUNT THREE**

9 **Infringement of U.S. Patent No. 7,874,700 ("the '700 patent")**

10 28. LDG incorporates by reference Paragraphs 1 through 27 as if fully set forth
11 herein.

12 29. LDG is the owner of U.S. Patent No. 7,874,700 ("the '700 patent"), titled
13 Heat Management for a Light Fixture with an Adjustable Optical Distribution. The '700
14 patent issued on January 25, 2011. A true and correct copy of the '923 patent is attached
15 as Exhibit 6 hereto.

16 30. Defendant, without authorization from LDG, makes, uses, sells, or offers
17 for sale within the United States, including in this District, or imports into the United
18 States, LED lighting products that infringe one or more claims of the '700 patent.

19 31. Attached hereto as Exhibit 7 is an exemplary chart showing how
20 Defendant's "Corn" LED lighting product ECB100W-2150 offered through its Euri
21 Lighting division meets each and every element of at least claim 1 of the '700 patent.
22 Defendant's LED lighting product ECB100W-2150 is exemplary and representative of
23 how other LED lighting products offered by Defendant through its Euri Lighting
24 division also infringe the '700 patent, including, by way of example, other "Corn" LED
25 lighting products offered at

26 [https://www.eurilighting.com/products/?filtering=1&filter_product-shape=corn-bulb-](https://www.eurilighting.com/products/?filtering=1&filter_product-shape=corn-bulb-series)
27 [series.](https://www.eurilighting.com/products/?filtering=1&filter_product-shape=corn-bulb-series)

28 32. By the foregoing acts, Defendant has directly infringed, and continues to

1 directly infringe, literally or under the doctrine of equivalents the '700 patent in
2 violation of 35 U.S.C. § 271.

3 33. All the conditions establishing compliance with, and LDG's right to pre-
4 suit damages are established under, 35 U.S.C. § 287(a). LDG does not practice the '700
5 patent and does not make, sell, or offer for sale any patented article under the '700
6 patent. Defendant has had constructive knowledge of the '923 patent since at least
7 January 25, 2011, the date the '700 patent issued. Defendant has had actual knowledge
8 of the '923 patent as least through LDG's letter dated December 4, 2020, which
9 provided notice of the '700 patent and its infringement by at least the above identified
10 infringing products.

11 34. Defendant's infringement of the '700 patent has been and continues to be
12 knowing, willful, deliberate, and intentional, as Defendant has continued its acts of
13 infringement by continuing to make, use, sell, offer for sale, or import into the United
14 States, one or more of the foregoing identified Accused Products after being placed on
15 constructive and actual notice of the '700 patent and its infringement, thus acting in
16 reckless disregard of its infringement of and LDG's rights in the '700 patent.

17 35. Defendant's acts of infringement have caused damage to LDG in an
18 amount to be proven at trial, but in no event less than a reasonable royalty.

19 **COUNT FOUR**

20 **Infringement of U.S. Patent No. 8,939,608**

21 36. LDG incorporates by reference Paragraphs 1 through 35 as if fully set forth
22 herein.

23 37. LDG is the owner of U.S. Patent No. 8,939,608 ("the '608 patent"), titled
24 Heat Management for a Light Fixture with an Adjustable Optical Distribution. The '608
25 patent issued on January 27, 2015. A true and correct copy of the '608 patent is attached
26 as Exhibit 8 hereto.

27 38. Defendant, without authorization from LDG, makes, uses, sells, or offers
28 for sale within the United States, including in this District, or imports into the United

1 States, LED lighting products that infringe one or more claims of the '608 patent.

2 39. Attached hereto as Exhibit 9 is an exemplary chart showing how
3 Defendant's "Corn" LED lighting product ECB36W-2150 offered through its Euri
4 Lighting division meets each and every element of at least claim 15 of the '608 patent.
5 Defendant's LED lighting product ECB36W-2150 is exemplary and representative of
6 how other LED lighting products offered by Defendant through its Euri Lighting
7 division also infringe the '608 patent, including, by way of example, other "Corn" LED
8 lighting products offered at
9 [https://www.eurilighting.com/products/?filtering=1&filter_product-shape=corn-bulb-](https://www.eurilighting.com/products/?filtering=1&filter_product-shape=corn-bulb-series..)
10 [series..](https://www.eurilighting.com/products/?filtering=1&filter_product-shape=corn-bulb-series..)

11 40. By the foregoing acts, Defendant has directly infringed, and continues to
12 directly infringe, literally or under the doctrine of equivalents the '608 patent in
13 violation of 35 U.S.C. § 271.

14 41. All the conditions establishing compliance with, and LDG's right to pre-
15 suit damages are established under, 35 U.S.C. § 287(a). LDG does not practice the '608
16 patent and does not make, sell, or offer for sale any patented article under the '608
17 patent. Defendant has had constructive knowledge of the '608 patent since at least
18 January 27, 2015, the date the '608 patent issued. Defendant has had actual knowledge
19 of the '923 patent as least through LDG's letter dated December 4, 2020, which
20 provided notice of the '608 patent and its infringement by at least the above identified
21 infringing products.

22 42. Defendant's infringement of the '608 patent has been and continues to be
23 knowing, willful, deliberate, and intentional, as Defendant has continued its acts of
24 infringement by continuing to make, use, sell, offer for sale, or import into the United
25 States, one or more of the foregoing identified Accused Products after being placed on
26 constructive and actual notice of the '608 patent and its infringement, thus acting in
27 reckless disregard of its infringement of and LDG's rights in the '608 patent.

28 43. Defendant's acts of infringement have caused damage to LDG in an

1 amount to be proven at trial, but in no event less than a reasonable royalty.

2 **COUNT FIVE**

3 **Infringement of U.S. Patent No. 9,989,241**

4 44. LDG incorporates by reference Paragraphs 1 through 43 as if fully set forth
5 herein.

6 45. LDG is the owner of U.S. Patent No. 9,989,241 (“the ’241 patent”), titled
7 Integrated Ceiling Device with Mechanical Arrangement for Light Source. The ’241
8 patent issued on June 5, 2018. A true and correct copy of the ’241 patent is attached as
9 Exhibit 10 hereto.

10 46. Defendant, without authorization from LDG, makes, uses, sells, or offers
11 for sale within the United States, including in this District, or imports into the United
12 States, LED lighting products that infringe one or more claims of the ’241 patent.

13 47. Attached hereto as Exhibit 11 is an exemplary chart showing how
14 Defendant’s LED UFO High Bay Lighting products, including model nos. EUHB-
15 150W2050 and EUHB-240W2050, meet each and every element of at least claim 1 of
16 the ’241 patent.

17 48. By the foregoing acts, Defendant has directly infringed, and continues to
18 directly infringe, literally or under the doctrine of equivalents the ’241 patent in
19 violation of 35 U.S.C. § 271.

20 49. All the conditions establishing compliance with, and LDG’s right to pre-
21 suit damages are established under, 35 U.S.C. § 287(a). LDG does not practice the ’241
22 patent and does not make, sell, or offer for sale any patented article under the ’241
23 patent.

24 50. Defendant’s acts of infringement have caused damage to LDG in an
25 amount to be proven at trial, but in no event less than a reasonable royalty.

26 **COUNT SIX**

27 **Infringement of U.S. Patent No. 11,172,625**

28 51. LDG incorporates by reference Paragraphs 1 through 50 as if fully set forth

1 herein

2 52. LDG is the owner of U.S. Patent No. 11,172,625 (“the ’625 patent”), titled
3 Integrated Ceiling Device with Mechanical Arrangement for Light Source. The ’625
4 patent issued on November 16, 2021. A true and correct copy of the ’625 patent is
5 attached as Exhibit 12 hereto

6 53. Attached hereto as Exhibit 13 is an exemplary chart showing how
7 Defendant’s LED UFO High Bay Lighting products, including model no. EUHB-
8 240W1050, meet each and every element of at least claim 1 of the ’625 patent.

9 54. By the foregoing acts, Defendant has directly infringed, and continues to
10 directly infringe, literally or under the doctrine of equivalents the ’625 patent in
11 violation of 35 U.S.C. § 271.

12 55. All the conditions establishing compliance with, and LDG’s right to pre-
13 suit damages are established under, 35 U.S.C. § 287(a). LDG does not practice the ’625
14 patent and does not make, sell, or offer for sale any patented article under the ’625
15 patent.

16 56. Defendant’s acts of infringement have caused damage to LDG in an
17 amount to be proven at trial, but in no event less than a reasonable royalty.

18 **COUNT SEVEN**

19 **Infringement of U.S. Patent No. 11,172,626**

20 57. LDG incorporates by reference Paragraphs 1 through 56 as if fully set forth
21 herein

22 58. LDG is the owner of U.S. Patent No. 11,172,626 (“the ’626 patent”), titled
23 Integrated Ceiling Device with Mechanical Arrangement for Light Source. The ’626
24 patent issued on November 16, 2021. A true and correct copy of the ’626 patent is
25 attached as Exhibit 14 hereto.

26 59. Attached hereto as Exhibit 15 is an exemplary chart showing how
27 Defendant’s LED UFO High Bay Lighting products, including model nos. EUHB-
28 150W2050 and EUHB-240W2050, meet each and every element of at least claim 1 of

1 the '626 patent.

2 60. By the foregoing acts, Defendant has directly infringed, and continues to
3 directly infringe, literally or under the doctrine of equivalents the '626 patent in
4 violation of 35 U.S.C. § 271.

5 61. All the conditions establishing compliance with, and LDG's right to pre-
6 suit damages are established under, 35 U.S.C. § 287(a). LDG does not practice the '626
7 patent and does not make, sell, or offer for sale any patented article under the '626
8 patent.

9 62. Defendant's acts of infringement have caused damage to LDG in an
10 amount to be proven at trial, but in no event less than a reasonable royalty.

11 **COUNT EIGHT**

12 **INFRINGEMENT OF U.S. PATENT NO. 11,172,627**

13 63. LDG incorporates by reference Paragraphs 1 through 62 as if fully set forth
14 herein

15 64. LDG is the owner of U.S. Patent No. 11,172,627 ("the '627 patent"), titled
16 Integrated Ceiling Device with Mechanical Arrangement for Light Source. The '627
17 patent issued on November 16, 2021. A true and correct copy of the '627 patent is
18 attached as Exhibit 16 hereto.

19 65. Attached hereto as Exhibit 17 is an exemplary chart showing how
20 Defendant's LED UFO High Bay Lighting products, including model nos. EUHB-
21 150W2050 and EUHB-240W2050, meet each and every element of at least claim 1 of
22 the '627 patent.

23 66. By the foregoing acts, Defendant has directly infringed, and continues to
24 directly infringe, literally or under the doctrine of equivalents the '627 patent in
25 violation of 35 U.S.C. § 271.

26 67. All the conditions establishing compliance with, and LDG's right to pre-
27 suit damages are established under, 35 U.S.C. § 287(a). LDG does not practice the '627
28 patent and does not make, sell, or offer for sale any patented article under the '627

1 patent.

2 68. Defendant’s acts of infringement have caused damage to LDG in an
3 amount to be proven at trial, but in no event less than a reasonable royalty.

4 **COUNT NINE**

5 **INFRINGEMENT OF U.S. PATENT NO. 11,493,190**

6 69. LDG incorporates by reference Paragraphs 1 through 68 as if fully set forth
7 herein

8 70. LDG is the owner of U.S. Patent No. 11,493,190 (“the ’190 patent”), titled
9 Surface Mounted Light Fixture and Heat Dissipating Structure for Same. The ’190
10 patent issued on November 8, 2022. A true and correct copy of the ’190 patent is
11 attached as Exhibit 18 hereto.

12 71. Attached hereto as Exhibit 19 is an exemplary chart showing how
13 Defendant’s LED lighting product, model no. ECS-150W105, meets each and every
14 element of at least claim 1 of the ’190 patent.

15 72. By the foregoing acts, Defendant has directly infringed, and continues to
16 directly infringe, literally or under the doctrine of equivalents the ’241 patent in
17 violation of 35 U.S.C. § 271.

18 73. All the conditions establishing compliance with, and LDG’s right to pre-
19 suit damages are established under, 35 U.S.C. § 287(a). LDG does not practice the ’190
20 patent and does not make, sell, or offer for sale any patented article under the ’190
21 patent.

22 74. Defendant’s acts of infringement have caused damage to LDG in an
23 amount to be proven at trial, but in no event less than a reasonable royalty.

24 **COUNT TEN**

25 **INFRINGEMENT OF U.S. PATENT NO. 10,495,289**

26 75. LDG incorporates by reference Paragraphs 1 through 74 as if fully set forth
27 herein

28 76. LDG is the owner of U.S. Patent No. 10,495,289 (“the ’289 patent”), titled

1 Surface Mounted Light Fixture and Heat Dissipating Structure for Same. The '289
2 patent issued on February 3, 2015. A true and correct copy of the '289 patent is attached
3 as Exhibit 20 hereto.

4 77. Attached hereto as Exhibit 21 is an exemplary chart showing how
5 Defendant's LED canopy lighting products, including model no. ECS-150W105, meet
6 each and every element of at least claim 1 of the '289 patent.

7 78. By the foregoing acts, Defendant has directly infringed, and continues to
8 directly infringe, literally or under the doctrine of equivalents the '289 patent in
9 violation of 35 U.S.C. § 271.

10 79. All the conditions establishing compliance with, and LDG's right to pre-
11 suit damages are established under, 35 U.S.C. § 287(a). LDG does not practice the '289
12 patent and does not make, sell, or offer for sale any patented article under the '289
13 patent.

14 80. Defendant's acts of infringement have caused damage to LDG in an
15 amount to be proven at trial, but in no event less than a reasonable royalty.

16 **COUNT ELEVEN**

17 **INFRINGEMENT OF U.S. PATENT NO. 10,908,805**

18 81. LDG incorporates by reference Paragraphs 1 through 80 as if fully set forth
19 herein

20 82. LDG is the owner of U.S. Patent No. 10,908,805 ("the '805 patent"), titled
21 Surface Mounted Light Fixture and Heat Dissipating Structure for Same. The '805
22 patent issued on February 2, 2021. A true and correct copy of the '805 patent is attached
23 as Exhibit 22 hereto.

24 83. Attached hereto as Exhibit 23 is an exemplary chart showing how
25 Defendant's LED canopy lighting products, including model no. ECS-150W105, meet
26 each and every element of at least claim 1 of the '805 patent.

27 84. By the foregoing acts, Defendant has directly infringed, and continues to
28 directly infringe, literally or under the doctrine of equivalents the '805 patent in

1 violation of 35 U.S.C. § 271.

2 85. All the conditions establishing compliance with, and LDG's right to pre-
3 suit damages are established under, 35 U.S.C. § 287(a). LDG does not practice the '805
4 patent and does not make, sell, or offer for sale any patented article under the '805
5 patent.

6 86. Defendant's acts of infringement have caused damage to LDG in an
7 amount to be proven at trial, but in no event less than a reasonable royalty.

8 **COUNT TWELVE**

9 **INFRINGEMENT OF U.S. PATENT NO. 11,118,764**

10 87. LDG incorporates by reference Paragraphs 1 through 86 as if fully set forth
11 herein

12 88. LDG is the owner of U.S. Patent No. 11,118,764 ("the '764 patent"), titled
13 Surface Mounted Light Fixture and Heat Dissipating Structure for Same. The '764
14 patent issued on September 14, 2021. A true and correct copy of the '764 patent is
15 attached as Exhibit 24 hereto.

16 89. Attached hereto as Exhibit 25 is an exemplary chart showing how
17 Defendant's LED canopy lighting products, including model no. ECS-150W105, meet
18 each and every element of at least claim 1 of the '764 patent.

19 90. By the foregoing acts, Defendant has directly infringed, and continues to
20 directly infringe, literally or under the doctrine of equivalents the '764 patent in
21 violation of 35 U.S.C. § 271.

22 91. All the conditions establishing compliance with, and LDG's right to pre-
23 suit damages are established under, 35 U.S.C. § 287(a). LDG does not practice the '764
24 patent and does not make, sell, or offer for sale any patented article under the '764
25 patent.

26 92. Defendant's acts of infringement have caused damage to LDG in an
27 amount to be proven at trial, but in no event less than a reasonable royalty
28

COUNT THIRTEEN

INFRINGEMENT OF U.S. PATENT NO. 11,629,850

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2
3 93. LDG incorporates by reference Paragraphs 1 through 92 as if fully set forth
4 herein.

5 94. LDG is the owner of U.S. Patent No. 11,629,850 (“the ’850 patent”), titled
6 Surface Mounted Light Fixture and Heat Dissipating Structure for Same. The ’850
7 patent issued on April 18, 2023. A true and correct copy of the ’850 patent is attached as
8 Exhibit 26 hereto.

9 95. Attached hereto as Exhibit 27 is an exemplary chart showing how
10 Defendant’s LED canopy lighting products, including model no. ECS-150W105, meet
11 each and every element of at least claim 1 of the ’850 patent.

12 96. By the foregoing acts, Defendant has directly infringed, and continues to
13 directly infringe, literally or under the doctrine of equivalents the ’850 patent in
14 violation of 35 U.S.C. § 271.

15 97. All the conditions establishing compliance with, and LDG’s right to pre-
16 suit damages are established under, 35 U.S.C. § 287(a). LDG does not practice the ’850
17 patent and does not make, sell, or offer for sale any patented article under the ’850
18 patent.

19 98. Defendant’s acts of infringement have caused damage to LDG in an
20 amount to be proven at trial, but in no event less than a reasonable royalty.

COUNT FOURTEEN

INFRINGEMENT OF U.S. PATENT NO. 11,009,218

21
22
23 99. LDG incorporates by reference Paragraphs 1 through 98 as if fully set forth
24 herein.

25 100. LDG is the owner of U.S. Patent No. 11,009,218 (“the ’218 patent”), titled
26 Surface Mounted Light Fixture and Heat Dissipating Structure for Same. The ’218
27 patent issued on May 18, 2021. A true and correct copy of the ’218 patent is attached as
28 Exhibit 28 hereto.

1 l. 11,187,764

2 m. 11,629,850

3 n. 11,209,218

4 B. An award of damages in an amount adequate to compensate LDG for
5 Defendant’s infringement of one or more of the foregoing LDG patents, but no
6 less than a reasonable royalty for such infringement;

7 C. A finding that this is an exceptional case under 35 U.S.C. § 285 that warrants
8 an award of attorneys’ fees in favor of LDG;

9 D. A finding that Defendant’s infringement has been willful under 35 U.S.C. §
10 284 and awarding treble damages for infringement of at least one or more of
11 United States Patent Nos. 8,256,923, 9,163,807, 7,874,700, and 8,939,608

12 E. An award of pre-judgment and post-judgment interest; and

13 F. Such other relief as this Court may deem just and proper.

14 **DEMAND FOR JURY TRIAL**

15 LDG requests a trial by jury of all issues raised herein that are triable by a jury.
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18 Dated: June 26, 2023

BARNES & THORNBURG LLP

19 By: /s/ Roya Rahmanpour

Roya Rahmanpour

20 Attorneys for Plaintiff Lighting
21 Defense Group
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