

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

<p>EVERLIGHT ELECTRONICS CO., LTD,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>IKEA US RETAIL LLC and IKEA NORTH AMERICA SERVICES, LLC,</p> <p style="text-align: center;">Defendant.</p>	<p style="text-align: center;">Jury Trial Demanded</p> <p style="text-align: center;">Civil Action No. 6:23-cv-00481</p>
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COMPLAINT FOR PATENT INFRINGEMENT

Pursuant to the Federal Rules of Civil Procedure, Everlight Electronics Co., Ltd. (“Everlight”) files its Complaint for Patent Infringement against Defendants IKEA US Retail LLC (“IKEA US”) and IKEA North America Services, LLC, (“IKEA NAS”) (IKEA US and IKEA NAS are collectively referred to as “IKEA” or “Defendants”), showing this Court as follows.

NATURE OF THE ACTION

1. Everlight is one of the world’s leading manufacturers of LED products. Everlight, through its subsidiaries, has sales offices in the United States and sells, imports, and/or offers LED products for sale in the United States, including in the state of Texas.

2. Everlight is the owner of numerous U.S. patents, including, but not limited to, U.S. Pat. No. 9,640,733, entitled “Carrier, carrier leadframe, and light emitting device,” (the “’733 Patent”), U.S. Pat. No. 9,905,742 B2, entitled “Carrier, Carrier Leadframe, and Light Emitting Device,” (the “’742 Patent”), and U.S. Pat. No. 7,554,126 B2, entitled “Semiconductor Light-Emitting Element, Manufacturing Method and Mounting Method of the Same and Light-Emitting Device,” (the “’126 Patent”) (the ’742 Patent, ’126 Patent, and ’733 Patent are collectively referred to herein as the “Everlight Patents”).

3. This action arises out of IKEA’s infringement of certain claims of the Everlight Patents.

4. On June 14, 2022, this Court issued its Claim Construction Order, (Dkt. #48), in *Everlight Electronics Co., Ltd. v. Amazon Inc., et al.*, Case 6:21-cv-00906-ADA-DTG, construing certain terms in the ’126 Patent relevant to the infringement assertions herein.

THE PARTIES

5. Founded in 1983, Plaintiff Everlight, a limited company organized under the laws of Taiwan, is a world-leading manufacturer and retailer of LED products, including high power LEDs, SMD LEDs, lamps, lighting components, LED lighting modules, digital displays, opto-couplers and infrared components for various applications. With its headquarters in Taipei, Taiwan, Everlight is a global

company with over 6,400 employees based in China, Hong Kong, Japan, Korea, Singapore, Malaysia, India, Germany and the United States.

6. Upon information and belief, Defendant IKEA US is a limited liability company organized and existing under the laws of Virginia with a principal place of business in Conshohocken, Pennsylvania. Upon information and belief, IKEA US owns and/or operates physical retail store locations in Texas, including in this judicial district, where it offers for sale and sells LED products. Defendant IKEA US has appointed CT Corporation System as its registered agent for service of process in the state of Texas.

7. Upon information and belief, Defendant IKEA NAS is a limited liability company organized and existing under the laws of Virginia with a principal place of business in Conshohocken, Pennsylvania. Upon information and belief, IKEA NAS owns and/or operates the website www.ikea.com/us/en, through which products, including LED products, are offered for sale and sold across the United States and in this judicial district. Defendant IKEA NAS has appointed CT Corporation System as its registered agent for service of process in the state of Texas.

8. Upon information and belief, IKEA US and IKEA NAS are wholly owned by a common parent company organized and existing under the laws of the

Netherlands. Upon information and belief, both IKEA US and IKEA NAS hold themselves out as “IKEA.”

JURISDICTION AND VENUE

9. This action arises under the patent laws of the United States, including 35 U.S.C. §§271, 281, and 284-285.

10. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§1331 and 1338(a).

11. This Court has personal jurisdiction over Defendants, as Defendants have contacts with Texas and this judicial district, they have purposely directed activities toward Texas and this judicial district that give rise to the causes of action herein, and they have purposefully availed themselves of the privileges of conducting business in Texas and this judicial district. For example, upon information and belief, Defendant IKEA US operates multiple store locations in Texas, including at least one store in this district at 1 Ikea Way, Round Rock, Williamson County, Texas, where it continues to offer for sale products and has, upon information and belief, sold products that infringe Everlight’s patents.

12. Likewise, Defendant IKEA NAS continues to offer for sale products and has, upon information and belief, sold products that infringe Everlight’s patents. Upon information and belief, customers in this district have actually purchased infringing products through www.ikea.com/us/en. Additionally, IKEA

NAS is registered to do business in the State of Texas, regularly does or solicits business in Texas, and derives substantial revenue from goods and services provided to customers in Texas.

13. Through their activities in this district, Defendants have committed acts within this district giving rise to this action and have established minimum contacts with this forum such that the exercise of jurisdiction over Defendants both satisfies the Texas Long Arm Statute, TEX. CIV. PRAC. & REM. CODE § 17.042 (2022), and, further, would not offend traditional notions of fair play and substantial justice.

14. Venue is proper in this judicial district pursuant to 28 U.S.C. §§1391 and 1400(b) because, among other things, Defendant IKEA US is subject to personal jurisdiction in this judicial district, has a regular and established place of business in this judicial district, including at least the location at 1 Ikea Way, Round Rock, Williamson County, Texas, has purposely transacted business involving the accused products in this judicial district, including sales to one or more customers in Texas, and certain of the acts complained of herein, including acts of patent infringement, occurred in this judicial district.

15. Venue is proper in this judicial district as to IKEA NAS pursuant to 28 U.S.C. §§1391 and 1400(b) because, among other things, IKEA NAS is subject to personal jurisdiction in this judicial district, has a regular and established place

of business in this judicial district, including at least the location at 1 Ikea Way, Round Rock, Williamson County, Texas, has purposely transacted business involving the accused products in this judicial district, including sales to one or more customers in Texas, and certain of the acts complained of herein, including acts of patent infringement, occurred in this judicial district. For example, IKEA NAS operates the website www.ikea.com/us/en, through which customers can order and pay for products and choose to pick them up at IKEA stores in this district, such as the IKEA store located at 1 Ikea Way, Round Rock, Williamson County, Texas.

BACKGROUND AND THE ASSERTED PATENTS

16. Light emitting diodes (“LEDs”) are specialized types of semiconductors that traditionally produce a narrow wavelength of light. Differing materials utilized in the manufacture of the LED allow the device to produce light of differing wavelengths, from infrared (e.g., GaAs) to white (e.g., GaN).

17. LEDs are traditionally mounted in various applications upon a carrier, that includes a carrier leadframe.

A. The '733 Patent.

18. Everlight is the owner of all rights and interests, including the right to sue for infringement, in the '733 Patent. (A true and correct copy of the '733 Patent is attached hereto as Exhibit 1).

19. In certain applications, LEDs are mounted within lamp structures. An integral part of such structures is the carrier leadframe, which electrically connects the LED and provides structural support.

20. The inventors of the '733 Patent recognized that then existing carrier leadframe manufacturing processes had significant drawbacks, including inefficient testing requirements and the creation of dust that affected the reliability of LEDs.

21. The invention disclosed in the '733 Patent provides a carrier and a carrier leadframe, which has at least one carrier that is separated in advance and mechanically engaged with the leadframe, thereby facilitating quick release of material after die bonding, wire bonding and encapsulation. This allows for the improved production speed and yield of a light emitting device. An additional advantage of the invention disclosed in the '733 Patent is an improved ability to test the light emitting device.

22. Claim 1 of the '733 Patent is illustrative, providing:

1. A light emitting device comprising:

a carrier;

a light emitting diode (LED) chip carried within the carrier; and

an encapsulant covering the LED chip;

wherein the carrier comprises:

at least one electrode portion, each of the at least one electrode portion comprising at least an electrode portion cross section; and

a housing comprising a housing cross section, the housing at least partially covering the at least one electrode portion, wherein the housing cross section and the electrode portion cross section are not level with one another;

wherein each of the at least one electrode portion further comprises a central area and two edge areas, and wherein the electrode portion cross section is located on at least one of the two edge areas; and

wherein the central area and the two edge areas protrude from the housing cross section;

wherein the central area protrudes from the two edge areas.

B. The '742 Patent.

23. Everlight is the owner of all rights and interests, including the right to sue for infringement, in the '742 Patent. The '742 Patent is a divisional of the '733 Patent, discussed above. (A true and correct copy of the '742 Patent is attached hereto as Exhibit 2).

24. The inventors of the '742 Patent recognized that then existing carrier leadframe manufacturing processes had significant drawbacks, including inefficient testing requirements and the creation of dust that affected the reliability of LEDs.

25. The invention disclosed in the '742 Patent provides a carrier and a carrier leadframe, which has at least one carrier that is separated in advance and mechanically engaged with the leadframe, thereby facilitating quick release of

material after die bonding, wire bonding and encapsulation. This allows for the improved production speed and yield of a light emitting device. An additional advantage of the invention disclosed in the '742 Patent is an improved ability to test the light emitting device.

26. Claim 1 of the '742 Patent is illustrative, providing:

1. A light emitting device comprising:

at least one electrode portion; and

a resin housing containing a reflecting material and covering a portion of said at least one electrode portion,

wherein said at least one electrode portion comprises a wing portion which is exposed outside the housing, the wing portion extending in a length-wise direction of the wing portion along an edge of the housing and protruding from the housing in a width-wise direction of the wing portion, the length-wise direction being substantially perpendicular to the width-wise direction,

wherein the wing portion comprises:

a central area; and

at least one edge area having a length in the length-wise direction shorter than that of the central area, and

wherein the at least one edge area protrudes in the width-wise direction from an end portion of the central area,

wherein the at least one electrode portion further comprises an electrode portion cross section,

wherein the resin housing comprises at least one housing cross section,

wherein the at least one housing cross section is located in a vicinity of four corners of the resin housing, and

wherein the at least one housing cross section is not level with the electrode portion cross section.

C. The '126 Patent.

27. Everlight is the owner of all rights and interests, including the right to sue for infringement, in the '126 Patent. (A true and correct copy of the '126 Patent is attached hereto as Exhibit 3).

28. The invention disclosed in the '126 Patent provides a novel structure for and method for the manufacture and mounting of semiconductor light emitting elements. The inventive concepts disclosed and claimed in the '126 patent provide for larger light emitting elements with higher junction yields while enabling high production efficiency with lower precision requirements.

29. Claim 1 of the '126 Patent is illustrative, providing:

1. A semiconductor light emitting element comprising:

a light-transmitting element substrate;

an n-type semiconductor layer formed on the element substrate so as to cover the element substrate;

a p-type semiconductor layer formed so as to cover an area on the n-type semiconductor layer from which an area for an n-electrode on the n-type semiconductor layer is excluded, for emitting light in cooperation with the n-type semiconductor layer;

a first n-electrode that is a thin film formed on the area for the n-electrode of the n-type semiconductor layer;

a first p-electrode that is a thin film formed on the p-type semiconductor layer;

a first insulating layer that is formed so as to insulate the first n-electrode and the first p-electrode from each other;

a second n-electrode formed on the first n-electrode and the first insulating layer as a thin film having an area larger than a joined face between the n-type semiconductor and the first n-electrode so that the second n-electrode is electrically connected to the first n-electrode, the second n-electrode being insulated from the first p-electrode by the first insulating layer; and

a second p-electrode formed as a thin film having an area smaller than a joined face between the n-type semiconductor layer and the p-type semiconductor layer, the second p-electrode being electrically connected to the first p-electrode.

DEFENDANTS' INFRINGING ACTIVITIES

30. On March 14, 2022, a representative of Everlight delivered a letter to IKEA NAS, disclosing the '126 Patent and identifying the IKEA's product "ROLLSBO LED BULB E26 140 LUMEN" utilizing and infringing at least claim 1 of the '126 Patent, which claim was also identified in this letter.

31. On August 25, 2022, a representative of Everlight delivered a letter to IKEA NAS, disclosing the '733 Patent and '742 Patent and identifying several of IKEA's products utilizing and infringing the claims of the '733 Patent and '742 Patent, which claims were also identified in this letter.

32. In particular, Everlight informed IKEA NAS that the following products infringed at least claim 1 of the '733 Patent: Ledare GX53 LED Bulb, Ledare 8.9W E26, and Ryet E12. Everlight also informed IKEA NAS that its Ledare 5.5W E26 infringed at least claim 1 of the '742 Patent.

33. Since that time, Everlight has continued to investigate whether additional products sold or offered for sale by Defendant infringe the Everlight Patents.

34. A list of products offered for sale by Defendants that infringe at least Claim 1 of the '733 Patent, including the products identified in prior correspondence with IKEA NAS, (the "'733 Accused Products") are identified in Exhibit 4, attached hereto.

35. A claim chart setting forth where each limitation of Claim 1 of the '733 Patent may be found in an example of the '733 Accused Products is attached hereto as Exhibit 5.

36. An identification of the product offered for sale by Defendants that infringes at least Claim 1 of the '742 Patent, which product was identified in prior correspondence with IKEA NAS, (the "'742 Accused Product") is identified in Exhibit 6, attached hereto.

37. A claim chart setting forth where each limitation of Claim 1 of the '742 Patent may be found in the '742 Accused Product is attached hereto as Exhibit 7.

38. A list of products offered for sale by Defendants that infringe at least Claim 1 of the '126 Patent (the "'126 Accused Products") are identified in Exhibit 8, attached hereto.

39. A claim chart setting forth where each limitation of Claim 1 of the '126 Patent may be found in an example of the '126 Accused Products is attached hereto as Exhibit 9.

40. Everlight's investigation into Defendants' infringement described herein is ongoing and Everlight reserves its rights to supplement or modify if its allegations of infringement.

41. Everlight has satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the Asserted Patents.

42. All other conditions precedent to the assertion of the claims herein have been satisfied or waived.

COUNT I
DIRECT INFRINGEMENT—'733 PATENT

43. Everlight incorporates by reference as if fully set forth herein its averments in Paragraphs 1-42, above.

44. As set forth above, the '733 Accused Products practice at least claim 1 of the '733 Patent.

45. Defendants have sold and offered for sale the '733 Accused Products within the U.S. since at least the fall of 2022, in violation of 35 U.S.C. §271, *et seq.*

46. Everlight reserves the right to supplement or amend Defendants' products accused of infringing the '733 Patent.

47. On information and belief, including the allegations above showing knowledge and intent, despite having knowledge of the '733 Patent and knowledge that they are directly infringing one or more claims of the '733 Patent, Defendants have nevertheless continued their infringing conduct and disregarded an objectively high likelihood of infringement. Defendants' infringing activities relative to the '733 Patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical.

48. Everlight has been, and continues to be, damaged by Defendants' infringement of the '733 Patent, in an amount not less than a reasonable royalty, together with interest and costs as fixed by this Court pursuant to 35 U.S.C. §284.

49. Everlight is entitled to recover from Defendants the damages sustained by Everlight as a result of Defendants' wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court.

50. Everlight has incurred and will incur attorneys' fees, costs, and expenses in the prosecution of this action. The circumstances of this dispute may give rise to an exceptional case within the meaning of 35 U.S.C. § 285, and

Everlight is entitled to recover its reasonable and necessary attorneys' fees, costs, and expenses.

COUNT II
DIRECT INFRINGEMENT—'742 PATENT

51. Everlight incorporates by reference as if fully set forth herein its averments in Paragraphs 1-42, above.

52. As set forth above, the '742 Accused Product practices at least claim 1 of the '742 Patent.

53. Defendants have sold and offered for sale the '742 Accused Product, within the U.S. since at least the fall of 2022, in violation of 35 U.S.C. §271, et seq.

54. Everlight reserves the right to supplement or amend the accused products regarding the '742 Patent.

55. On information and belief, including the allegations above showing knowledge and intent, despite having knowledge of the '742 Patent and knowledge that they are directly infringing one or more claims of the '742 Patent, Defendants has nevertheless continued their infringing conduct and disregarded an objectively high likelihood of infringement. Defendants' infringing activities relative to the '742 Patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical.

56. Everlight has been, and continues to be, damaged by Defendants' infringement of the '742 Patent, in an amount not less than a reasonable royalty, together with interest and costs as fixed by this Court pursuant to 35 U.S.C. §284.

57. Everlight is entitled to recover from Defendants the damages sustained by Everlight as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court.

58. Everlight has incurred and will incur attorneys' fees, costs, and expenses in the prosecution of this action. The circumstances of this dispute may give rise to an exceptional case within the meaning of 35 U.S.C. § 285, and Everlight is entitled to recover its reasonable and necessary attorneys' fees, costs, and expenses.

COUNT III
DIRECT INFRINGEMENT—'126 PATENT

59. Everlight incorporates by reference as if fully set forth herein its averments in Paragraphs 1-42, above.

60. As set forth above, the '126 Accused Products practice at least claim 1 of the '126 Patent.

61. Defendants have sold and offered for sale the '126 Accused Products, within the U.S. since at least the spring of 2022, in violation of 35 U.S.C. §271, et seq.

62. Everlight reserves the right to supplement or amend the accused products regarding the '126 Patent.

63. On information and belief, including the allegations above showing knowledge and intent, despite having knowledge of the '126 Patent and knowledge that they are directly infringing one or more claims of the '126 Patent, Defendants has nevertheless continued their infringing conduct and disregarded an objectively high likelihood of infringement. Defendants' infringing activities relative to the '742 Patent have been, and continue to be, willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, characteristic of a pirate, and an egregious case of misconduct beyond typical.

64. Everlight has been, and continues to be, damaged by Defendants' infringement of the '126 Patent, in an amount not less than a reasonable royalty, together with interest and costs as fixed by this Court pursuant to 35 U.S.C. §284.

65. Everlight is entitled to recover from Defendants the damages sustained by Everlight as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court.

66. Everlight has incurred and will incur attorneys' fees, costs, and expenses in the prosecution of this action. The circumstances of this dispute may give rise to an exceptional case within the meaning of 35 U.S.C. § 285, and

Everlight is entitled to recover its reasonable and necessary attorneys' fees, costs, and expenses.

JURY DEMAND

67. Everlight hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

Everlight respectfully requests that the Court find in its favor and against Defendants, entering a judgment in favor of Everlight and granting the following relief:

- a) Finding that Defendants have infringed the '733 Patent as alleged herein;
- b) Finding that Defendants have infringed the '742 Patent as alleged herein;
- c) Finding that Defendants have infringed the '126 Patent as alleged herein;
- d) Requiring an accounting of all damages sustained by Everlight as a result of the acts of infringement by Defendants, including any post-verdict infringement and supplemental damages;
- e) A preliminary and permanent injunction against Defendants, their subsidiaries, or anyone acting on their behalf from having made, using, selling, offering to sell, or importing any products that infringe the '733 Patent, '742 Patent, and '126 Patent and any other injunctive relief the Court deems just and equitable;
- f) Awarding to Everlight damages under 35 U.S.C. §284, including not less than a reasonable royalty and up to treble damages;
- g) Requiring Defendants to pay Everlight pre-judgment and post-judgment interest on the damages awarded;

- h) Awarding to Everlight the statutory costs of this action;
- i) Finding this to be an exceptional case and requiring Defendants to pay to Everlight its attorneys' fees and non-statutory costs incurred in this action under 35 U.S.C. §285; and
- j) Awarding Everlight such other and further relief as this Court deems just and appropriate, premises considered.

This 5th day of July, 2023.

Respectfully submitted,

LOCKE LORD LLP

By: /s/ Bryan G. Harrison

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