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15

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
18

19 E-VISION OPTICS, LLC and E-
20 VISION SMART OPTICS, INC.

21 Plaintiff,

22 v.

23 LUXOTTICA GROUP S.P.A.,
24 LUXOTTICA U.S. HOLDINGS
CORP., and LUXOTTICA OF
25 AMERICA, INC.

26 Defendants.
27
28

Case No. 8:23-cv-02013

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiffs e-Vision Optics, LLC and e-Vision Smart Optics, Inc. (“Plaintiffs” or
2 “e-Vision”) bring this action against Defendants, Luxottica Group S.p.A.; Luxottica
3 U.S. Holdings Corp.; and Luxottica of America, Inc., (collectively, “Luxottica” or
4 “Defendants”) to prevent Luxottica’s continued infringement of Plaintiffs’ patents
5 without authorization and to recover damages resulting from such infringement.

6 **THE PARTIES**

7 1. Plaintiff e-Vision Optics, LLC is a New York limited liability company
8 with a principal place of business located at 1144 Tallevast Road, Suites 113-115,
9 Sarasota, Florida 34243. Plaintiff e-Vision Smart Optics, Inc. is a Delaware corporation
10 with a principal place of business located at 8437 Tuttle Avenue, Suite 319, Sarasota,
11 Florida 34243.

12 2. On information and belief, Defendant Luxottica Group S.p.A. is a
13 corporation organized under the laws of Italy with its principal place of business at
14 Piazzale Luigi Cadorna 3, 20121 Milan, Italy, and an office in the United States at 4000
15 Luxottica Place, Mason, Ohio 45040. Upon information and belief, Luxottica Group
16 S.p.A. owns Defendant Luxottica U.S. Holdings Corp.

17 3. On information and belief, Defendant Luxottica U.S. Holdings Corp. is a
18 Delaware corporation with its principal place of business at 12 Harbor Park Drive, Port
19 Washington, New York 11050. Upon information and belief, Luxottica U.S. Holdings
20 Corp. owns Defendant Luxottica of America, Inc.

21 4. On information and belief, Defendant Luxottica of America, Inc. is an
22 Ohio corporation with its principal place of business at 4000 Luxottica Place, Mason,
23 Ohio 45040. Upon information and belief, Luxottica of America, Inc. owns Ray-Ban
24 retail stores and eyewear retailer Sunglass Hut.

25 **JURISDICTION AND VENUE**

26 5. Plaintiffs bring claims under the patent laws of the United States, 35 U.S.C.
27 § 1 *et seq.*, for infringement of the Asserted Patents. Defendant has infringed and
28 continues to infringe each of the Asserted Patents under at least 35 U.S.C. §§ 271(a),

1 271(b) and 271(c). This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331
2 and 1338(a).

3 6. This Court has personal jurisdiction over Luxottica because it regularly
4 conducts business in the State of California and in this District, offering for sale and
5 selling the Accused Products in California and in this district that infringe one or more
6 claims of the Asserted Patents. Luxottica has, either directly or through intermediaries,
7 purposefully and voluntarily placed its infringing products into the stream of commerce
8 with the intention and expectation that they will be purchased and used by customers in
9 this District, as detailed below.

10 7. Venue is proper in this District pursuant to 28 U.S.C. § 1400(b) because,
11 upon information and belief, Luxottica regularly conducts business within this District,
12 has a regular and established place of business in this District, and has committed acts
13 of infringement within this District. In addition, on information and belief, as a foreign
14 corporation with sufficient contacts with this District, venue is proper against Luxottica
15 in this District.

16 8. On information and belief, Luxottica has a regular and established place of
17 business in this District. Luxottica and its affiliates have more than 100 employees
18 residing in this District, including employees whose work is directly related to the
19 Accused Products.

20 9. On information and belief, Luxottica also maintains retail stores in this
21 District where the Accused Products are available for purchase. For instance, on
22 information and brief, Luxottica maintains at least five (5) Ray-Ban, Pearle Vision, and
23 SunglassHut brand retail stores within a close proximity of the Southern Division
24 Courthouse that market and sell Ray-Ban Smart Glasses, including the Accused
25 Products. One such Ray-Ban retail store is located in this District at 1087 Newport
26 Center Drive, Newport Beach, CA 92660. On information and belief, Luxottica markets
27 and sells the Accused Products at this location.

28 10. Defendants Luxottica U.S. Holdings Corp. and Luxottica of America, Inc.

1 are registered to do business in California with a Registered Corporate Agent in this
2 District at 330 N. Brand Blvd., Glendale, CA 91203.

3 11. Luxottica also sells and/or offers for sale the Accused Products through its
4 websites - <https://www.ray-ban.com/usa/ray-ban-meta-smart-glasses>, which may be
5 accessed by customers within this District.

6 12. As further detailed below, Luxottica's use, offer for sale, sales, and
7 advertising of the Accused Products within this District infringe the Asserted Patents.
8 Luxottica's customers infringe the Asserted Patents at least by using the Accused
9 Products within this District.

10 13. Jurisdiction and venue are proper for the reasons set forth above, and for
11 other reasons that will be presented to the Court if such venue is challenged.

12 **BACKGROUND**

13 14. e-Vision is a recognized global leader in the development and
14 advancement of patented technologies for enhancing vision. It has been a pioneer in
15 electronic lens modulation with more than 15 years of experience designing and
16 fabricating optics that control and shape light with no moving parts.

17 15. e-Vision maintains a research and development facility, along with
18 administrative offices, located in Sarasota, Florida. In Sarasota, e-Vision leases a 6,500
19 square foot facility which is comprised of a state-of-the-art optics lab, model shop,
20 lithography lab, machine shop and a clean room for optics assembly, which allows e-
21 Vision to perform its own micro-lithography and glass work on premises. In addition,
22 e-Vision has the in-house capabilities to design, fabricate and test electro-active optics
23 based on its proprietary lens designs.

24 16. As a result of its commitment to innovation, e-Vision has nearly 500
25 patents issued or pending worldwide.

26 **THE PATENTS-IN-SUIT**

27 **The '483 Patent**

28 17. On Apr. 29, 2014, the United States Patent and Trademark Office duly and

1 legally issued U.S. Patent No. 8,708,483 (“the ’483 Patent”), entitled “Electronic
2 eyeglass frame.” Plaintiff e-Vision Optics, LLC owns all rights, title, and interest in and
3 to the ’483 Patent and possess all rights of recovery under the ’483 Patent. A true and
4 accurate copy of the ’483 Patent is attached hereto as Ex. 1.

5 18. The ’483 patent is valid and enforceable.

6 The ’174 Patent

7 19. On Aug. 12, 2014, the United States Patent and Trademark Office duly and
8 legally issued U.S. Patent No. 8,801,174 (“the ’174 Patent”), entitled “Electronic frames
9 comprising electrical conductors.” Plaintiff e-Vision Optics, LLC owns all rights, title,
10 and interest in and to the ’174 Patent and possess all rights of recovery under the ’174
11 Patent. A true and accurate copy of the ’174 Patent is attached hereto as Ex. 2.

12 20. The ’174 patent is valid and enforceable.

13 The ’541 Patent

14 21. On Dec. 9, 2014, the United States Patent and Trademark Office duly and
15 legally issued U.S. Patent No. 8,905,541 (“the ’541 Patent”), entitled “Electronic
16 spectacle frames.” Plaintiff e-Vision Optics, LLC owns all rights, title, and interest in
17 and to the ’541 Patent and possess all rights of recovery under the ’541 Patent. A true
18 and accurate copy of the ’541 Patent is attached hereto as Ex. 3.

19 22. The ’541 patent is valid and enforceable.

20 The ’960 Patent

21 23. On Mar. 24, 2020, the United States Patent and Trademark Office duly and
22 legally issued U.S. Patent No. 10,598,960 (“the ’960 Patent”), entitled “Eyewear
23 docking station and electronic module.” Plaintiff e-Vision Smart Optics, Inc. owns all
24 rights, title, and interest in and to the ’960 Patent and possess all rights of recovery
25 under the ’960 Patent. A true and accurate copy of the ’960 Patent is attached hereto as
26 Ex. 4.

27 24. The ’960 patent is valid and enforceable.

28 The ’355 Patent

1 25. On April 7, 2020, the United States Patent and Trademark Office duly and
2 legally issued U.S. Patent No. 10,613,355 (“the ’355 Patent”), entitled “Moisture-
3 resistant eye wear.” Plaintiff e-Vision Optics, LLC owns all rights, title, and interest in
4 and to the ’355 Patent and possess all rights of recovery under the ’355 Patent. A true
5 and accurate copy of the ’355 Patent is attached hereto as Ex. 5.

6 26. The ’355 patent is valid and enforceable.

7 **THE ACCUSED PRODUCTS**

8 27. The accused products are Ray-Ban smart glasses including Ray-Ban
9 Stories, Ray-Ban | Meta Wayfarer, and Ray-Ban | Meta Headliner (collectively, “the
10 Accused Products”).

11 **FIRST CAUSE OF ACTION**

12 **(Infringement of the ’483 Patent)**

13 28. e-Vision realleges and incorporates by reference the allegations of the
14 preceding paragraphs of this Complaint.

15 29. Luxottica has infringed and continues to infringe one or more claims of the
16 ’483 Patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the
17 United States and will continue to do so unless enjoined by this Court. The Accused
18 Products, including products that include features such as the Ray-Ban Stories, at least
19 when used for their ordinary and customary purposes, practice each element of at least
20 claim 1 of the ’483 patent as demonstrated below.

21 30. For example, claim 1 of the ’483 patent recites:

22 Eyewear comprising:

23 a frame; and

24 a sealed moisture resistant module attached to the frame, wherein
25 the module comprises within the seal any two of: a switch, a detector,
26 a processor, a power source, a drive circuit, a transmitter, a receiver, a
27 transceiver, and a sensor,

28 wherein the frame comprises a first temple and a second temple,

1 and wherein the module is disposed within the first temple.

2 31. The Accused Products include “a frame.” For instance, the Accused
3 Products are “smart glasses” having a frame that can be charged “on the go.” (See
4 [https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478.)
5 [ban%20stories%20%7C%20wayfarer-black/8056597489478.](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478.))

6 ABOUT RAY-BAN STORIES | WAYFARER

7 From the rock revolution of the '60s, to the art scene of the '80s, to the forefront of hip-hop culture - Wayfarer has become
8 an enduring icon across endlessly shifting horizons. Now the journey continues with the latest in wearable tech. **Ray-Ban**
9 **Stories Wayfarer integrates the best of your phone with the timeless frame,** bringing you a new way to capture and share
10 your adventures⁴.

11 (See *id.*).

12 32. The Accused Products include “a sealed moisture resistant module
13 attached to the frame.” For instance, the Accused Products are “resistant to water
14 splashes.” (See <https://fcc.report/FCC-ID/2AYOA-4002/5271617.pdf> at 3.) As another
15 example, the Accused Products include various modules sealed within the frame as
16 shown in the images below:



24 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264927.pdf> at 15.)

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Brand Name: Ray Ban / Model Name: RW4002, RW4003, RW4004, RW4005



(See *id.* at 50.)

Brand Name: Ray Ban / Model Name: RW4002, RW4003, RW4004, RW4005



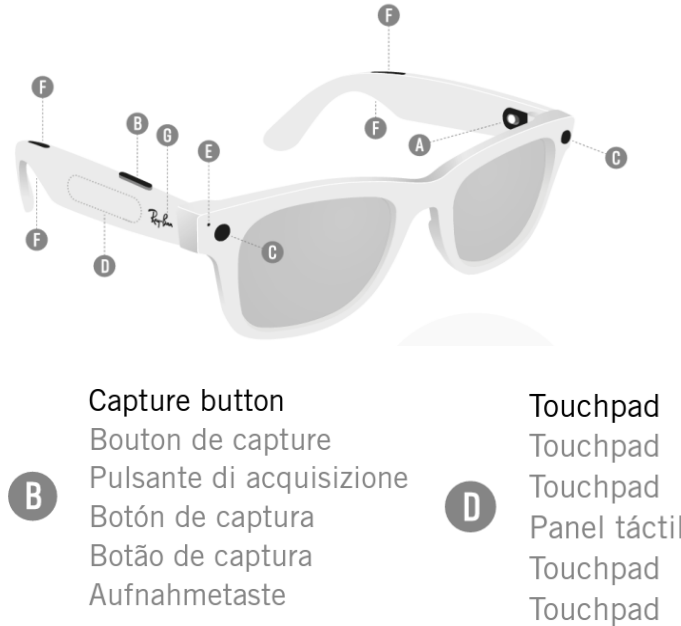
(See *id.* at 30.)

Brand Name: Ray Ban / Model Name: RW4002, RW4003, RW4004, RW4005



(See *id.* at 41.).

33. The Accused Products include “*wherein the module comprises within the seal any two of: a switch, a detector, a processor, a power source, a drive circuit, a transmitter, a receiver, a transceiver, and a sensor.*” For instance, the Accused Products include a touch pad for, among other things, adjusting a volume, and a capture button for capturing images using a camera located on the Accused Products.

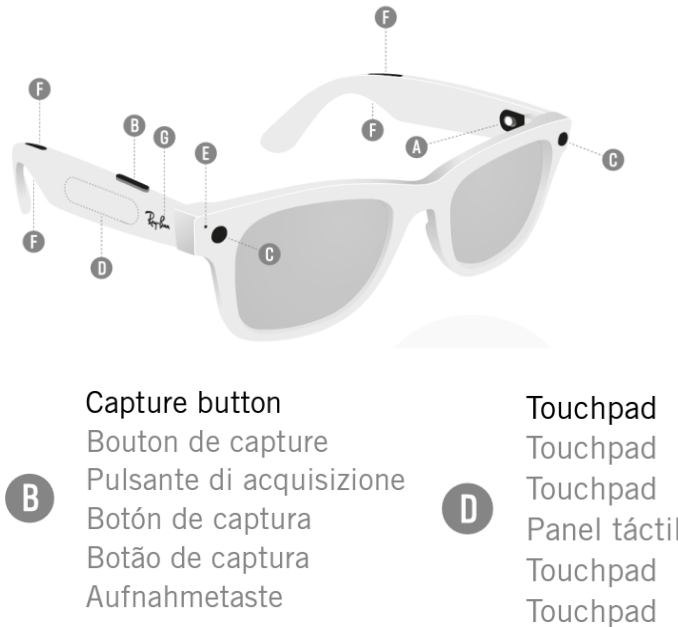


(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>).

34. The Accused Products include “*wherein the frame comprises a first temple and a second temple.*” For example, For instance, the Accused Products include at least two 150 mm temples (the Wayfarer and Round models). (See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>; see also <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.) As another example, the Meteor models include two 155 mm temples. (See <https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-black/8056597489478>.)

1 ban.com/usa/electronics/RW4005%20UNISEX%20ray-
 2 ban%20stories%20%7C%20meteor-olive/8056597557207.).

3 35. The Accused Products include “*wherein the module is disposed within the*
 4 *first temple.*” For instance, For example, as shown above (and reproduced below), the
 5 Accused Products include a camera button and touchpad in the right temple:



16 (See [https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
 17 [aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)).

18 36. Each claim in the '483 Patent recites an independent invention. Neither
 19 claim 1, described above, nor any other individual claim is representative of all claims
 20 in the '483 Patent.

21 37. Luxottica has been aware of the '483 Patent since at least April 20, 2018,
 22 when eVision put Luxottica affiliates Essilor of America, Inc. and Essilor International
 23 S.A. on notice regarding eVision’s patent portfolio directed to wearable electronic
 24 frames. Luxottica has been further aware of the '483 Patent since receiving a letter
 25 identifying the patent and its infringement on October 25, 2023. At the very least,
 26 Luxottica has been aware of the '483 Patent and its infringement based on the Accused
 27 Products since at least the filing and/or service of this Complaint.
 28

1 38. Luxottica directly infringes at least claim 1 of the '483 Patent, literally or
2 under the doctrine of equivalents, by making, using, offering to sell, and selling the
3 Accused Products within the United States, and importing the Accused Products into
4 the United States during the term of the '483 Patent.

5 39. Luxottica's retail partners (including Ray-Ban, Pearle Vision,
6 SunglassHut, LensCrafters, and independent vision and optometry stores), customers,
7 and end users of the Accused Products and corresponding systems and services directly
8 infringe at least claim 1 of the '483 Patent, literally or under the doctrine of equivalents,
9 at least by using the Accused Products and corresponding systems and services, as
10 described above.

11 40. Luxottica actively induced and is actively inducing infringement of at least
12 claim 1 of the '483 Patent with specific intent to induce infringement, and/or willful
13 blindness to the possibility that its acts induce infringement, in violation of 35 U.S.C. §
14 271(b). For example, Luxottica encourages and induces customers to use Luxottica's
15 Accused Products in a manner that infringes claim 1 of the '483 Patent by at least
16 offering and providing the Accused Products and corresponding systems and services
17 that infringe claim 1 when operated by the customer, and by activities relating to selling,
18 marketing, advertising, promotion, installation, support, and distribution of its Accused
19 Products and corresponding systems and services in the United States. (*See, e.g.*,
20 <https://www.ray-ban.com/usa/ray-ban-stories>; [https://www.ray-](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)
21 [ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)
22 [black/8056597988377](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories); [https://www.ray-ban.com/usa/c/frequently-asked-questions-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses)
23 [ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses); [https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses)
24 [meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses); [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
25 [ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
26 [reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-); [28 \[10\]\(https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-</p></div><div data-bbox=\)](https://www.ray-
27 <a href=)

1 ban%20stories%20%7C%20round-blue/8056597557146; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
 2 ban.com/usa/electronics/RW4004%20UNISEX%20ray-
 3 ban%20stories%20%7C%20wayfarer-black/8056597489478; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)
 4 ban.com/usa/electronics/RW4005%20UNISEX%20ray-
 5 ban%20stories%20%7C%20meteor-olive/8056597557207.)

6 41. Luxottica encourages, instructs, directs, and/or requires third parties—
 7 including its retail partners and/or customers—to use the Accused Products and
 8 corresponding systems and services in infringing ways, as described above.

9 42. For example, on information and belief, Luxottica shares instructions,
 10 guides, and manuals, which advertise and instruct third parties on how to use the
 11 Accused Products as described above, including at least customers and retail partners.

12 (*See, e.g.,* <https://www.ray-ban.com/usa/ray-ban-stories>; [https://www.ray-](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)
 13 ban.com/usa/discover-ray-ban-meta-smart-glasses/clp; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)
 14 ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-
 15 black/8056597988377; [https://www.ray-ban.com/usa/c/frequently-asked-questions-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)
 16 ray-ban-stories; [https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses)
 17 meta-smart-glasses; [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
 18 ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-
 19 reference-guide-ps-rw-we-mp-v2-1--data.pdf; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
 20 ban.com/usa/electronics/RW4003%20UNISEX%20ray-
 21 ban%20stories%20%7C%20round-blue/8056597557146; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
 22 ban.com/usa/electronics/RW4004%20UNISEX%20ray-
 23 ban%20stories%20%7C%20wayfarer-black/8056597489478; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)
 24 ban.com/usa/electronics/RW4005%20UNISEX%20ray-
 25 ban%20stories%20%7C%20meteor-olive/8056597557207.) On further information
 26 and belief, Luxottica also provides customer service or technical support to purchasers
 27 of the Accused Products and corresponding systems and services, which directs and
 28 encourages customers to perform certain actions as a condition to use the Accused

1 Products in an infringing manner.

2 43. Luxottica and/or its retail partners recommend and sell the Accused
3 Products and provide technical support for ongoing operation of the Accused Products
4 for each individual customer. (*See, e.g.*, <https://www.ray-ban.com/usa/ray-ban-stories>;
5 <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>;
6 [https://www.ray-ban.com/usa/electronics/RW4006ray-
7 ban%20%7C%20meta%20wayfarer-black/8056597988377](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377); [https://www.ray-
8 ban.com/usa/c/frequently-asked-questions-ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories); [https://www.ray-
9 ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses);
10 [https://media.ray-
11 ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-
12 reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf); [https://www.ray-
13 ban.com/usa/electronics/RW4003%20UNISEX%20ray-
14 ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146); [https://www.ray-
15 ban.com/usa/electronics/RW4004%20UNISEX%20ray-
16 ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478); [https://www.ray-
17 ban.com/usa/electronics/RW4005%20UNISEX%20ray-
18 ban%20stories%20%7C%20meteor-olive/8056597557207](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207).) On information and belief,
19 each customer enters into a contractual relationship with Luxottica and/or its retail
20 partners that obligates each customer to perform certain actions as a condition to use
21 the Accused Products. Further, in order to receive the benefit of Luxottica's and/or its
22 retail partners' continued technical support and their specialized knowledge and
23 guidance with respect to operation of the Accused Products, each customer must
24 continue to use the Accused Products in a way that infringes the '483 Patent. Further,
25 as the entity that ensures that the Accused Products remain operational for each
26 customer through ongoing technical support, on information and belief, Luxottica
27 and/or its retail partners affirmatively aid and abet each customer's use of the Accused
28 Products in a manner that infringes the '483 Patent.

1 44. Luxottica also contributes to the infringement of its retail partners,
2 customers, and end-users of the Accused Products by providing within the United States
3 or importing into the United States the Accused Products, the constituent parts of which
4 are not staple articles or commodities of commerce suitable for substantial non-
5 infringing uses.

6 45. On information and belief, the infringing actions of each partner, customer,
7 and/or end-user of the Accused Products are attributable to Luxottica. For example, on
8 information and belief, Luxottica directs and controls the activities or actions of its retail
9 partners in connection with the Accused Products by contractual agreement or
10 otherwise requiring retail partners to provide information and instructions to customers
11 who acquire the Accused Products which, when followed, results in infringement.

12 46. e-Vision has suffered and continues to suffer damages, including lost
13 profits, as a result of Defendant's infringement of the '483 Patent. Defendant is
14 therefore liable to e-Vision under 35 U.S.C. § 284 for damages in an amount that
15 adequately compensates e-Vision for Defendant's infringement, but no less than a
16 reasonable royalty.

17 47. e-Vision will continue to suffer irreparable harm unless this Court
18 preliminarily and permanently enjoins Defendant, its agents, employees,
19 representatives, and all others acting in concert with Defendant from infringing the '483
20 Patent. On information and belief, e-Vision has lost potential customers, business
21 opportunities, and goodwill in the community. e-Vision will continue to suffer these
22 harms absent an injunction.

23 48. Defendant's infringement of the '483 Patent, is knowing and willful.
24 Defendant acquired actual knowledge of the '483 Patent at least when e-Vision filed
25 this lawsuit.

26 49. On information and belief, despite Defendant's knowledge of the Asserted
27 Patents and e-Vision's patented technology, Defendant made the deliberate decision to
28 sell products and services that they knew infringe these patents. Defendant's continued

1 infringement of the '483 Patent with knowledge of the '483 Patent constitutes willful
2 infringement.

3 **SECOND CAUSE OF ACTION**

4 **(Infringement of the '174 Patent)**

5 50. e-Vision realleges and incorporates by reference the allegations of the
6 preceding paragraphs of this Complaint.

7 51. Luxottica has infringed and continues to infringe one or more claims of the
8 '174 Patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the
9 United States and will continue to do so unless enjoined by this Court. The Accused
10 Products, including products that include features such as the Ray-Ban Stories, at least
11 when used for their ordinary and customary purposes, practice each element of at least
12 claim 1 of the '174 patent as demonstrated below.

13 52. For example, claim 1 of the '174 patent recites:

14 A first device, comprising:

15 a lens housing adapted to support a first lens and a second lens;

16 a first temple movably coupled to the lens housing;

17 a second temple movably coupled to the lens housing;

18 an electronics module disposed at least partially within the first temple;

19 a first electrical conductor coupled to the first temple,

20 wherein a first conductive path is provided from the first temple to the lens

21 housing at least in part by the first electrical conductor; and

22 a second electrical conductor coupled to the first temple,

23 wherein a second conductive path is provided from the first temple to the
24 lens housing at least in part by the second electrical conductor;

25 wherein the first and second electrical conductors are configured to couple
26 the electronics module to the first temple to constrain the electronics module.

27 53. To the extent the preamble is limiting, the Accused Products include “a
28 first device.” For instance, For example, the Accused Products are “smart glasses”

1 having a frame that can be charged “on the go.” (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
2 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
3 [ban%20stories%20%7C%20wayfarer-black/8056597489478.](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478))

4 ABOUT RAY-BAN STORIES | WAYFARER

5 From the rock revolution of the '60s, to the art scene of the '80s, to the forefront of hip-hop culture – Wayfarer has become
6 an enduring icon across endlessly shifting horizons. Now the journey continues with the latest in wearable tech. **Ray-Ban**
7 **Stories Wayfarer integrates the best of your phone with the timeless frame,** bringing you a new way to capture and share
8 your adventures⁽⁴⁾.

9 (See *id.*).

10 54. The Accused Products include “a lens housing adapted to support a first
11 lens and a second lens.” For example, For example, the Accused Products include two
12 lenses supported by a lens housing. The lenses may be prescription lenses, (see
13 <https://fcc.report/FCC-ID/2AYOA-4002/5271617.pdf> at 1), photochromic lenses, (see
14 *id.* at 5), and/or may include filters of various types. (See *id.* at 6-7.). As another
15 example, the lenses are “[a]vailable in Shiny Black, Shiny Olive, Shiny Brown and
16 Shiny Blue, with a choice of sun and clear lenses featuring the latest innovations in lens
17 technology: Clear with Blue Light filter, Brown Gradient, G-15 Green, Blue Polarised
18 and Transitions®.” (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
19 [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
20 [ban%20stories%20%7C%20round-blue/8056597557146.](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146))

Brand Name: Ray Ban / Model Name: RW4002, RW4003, RW4004, RW4005



1 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264925.pdf> at 1.)



7 (See [https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
8 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)).

9 55. The Accused Products include “*a first temple movably coupled to the lens*
10 *housing*” and “*a second temple movably coupled to the lens housing.*” For example, the
11 Accused Products include at least two 150 mm temples (the Wayfarer and Round
12 models). (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)

13 [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
14 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146); *see also* [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
15 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)

16 [ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478).) As another example, the
17 Meteor models include two 155 mm temples. (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)
18 [ban.com/usa/electronics/RW4005%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)

19 [ban%20stories%20%7C%20meteor-olive/8056597557207](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207).) The temples may be
20 moved in order to fold the Accused Products, allowing them to fit into a charging station
21 and/or protective case, among other things. As another example, customers for the
22 Accused Products are advised to “[t]ake care when folding the temples (earpieces or
23 arms) in or out.” (See [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/173544/cce4b64454c7c4e31d3b9a01652b2972/1noinrw0)

24 [ban.com/cms/resource/blob/173544/cce4b64454c7c4e31d3b9a01652b2972/1noinrw0](https://media.ray-ban.com/cms/resource/blob/173544/cce4b64454c7c4e31d3b9a01652b2972/1noinrw0)
25 [07-booklet-rw-ps-rb-web-mp-v2-data.pdf](https://media.ray-ban.com/cms/resource/blob/173544/cce4b64454c7c4e31d3b9a01652b2972/1noinrw0) at 6; *see also* [https://fcc.report/FCC-](https://fcc.report/FCC-ID/2AYOA-4002/5271617.pdf)
26 [ID/2AYOA-4002/5271617.pdf](https://fcc.report/FCC-ID/2AYOA-4002/5271617.pdf) at 3.)

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(See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>)

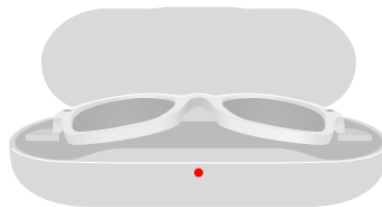
Brand Name: Ray Ban / Model Name: RW4002, RW4003, RW4004, RW4005



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264925.pdf> at 1.)



(See *id.*)



GLASSES NEED TO CHARGE

(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>.)

Brand Name: Ray Ban / Model Name: RW4002, RW4003, RW4004, RW4005

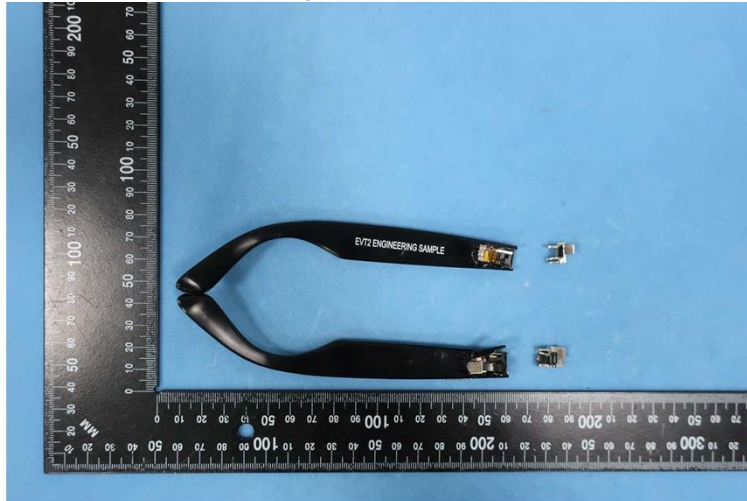


(See <https://fcc.report/FCC-ID/2AYOA-4002/5264925.pdf> at 4.).

56. The Accused Products include “an electronics module disposed at least partially within the first temple.” For example, the Accused Products include various electronics in at least one module within each temple as shown in the images below:

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Brand Name: Ray Ban / Model Name: RW4002, RW4003, RW4004, RW4005



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264927.pdf> at 15.)

Brand Name: Ray Ban / Model Name: RW4002, RW4003, RW4004, RW4005



(See *id.* at 50.)

Brand Name: Ray Ban / Model Name: RW4002, RW4003, RW4004, RW4005



1 (See *id.* at 30.).

2 57. The Accused Products include “a first electrical conductor coupled to the
3 first temple” and “a second electrical conductor coupled to the first temple.” For
4 example, the Accused Products include a ribbon cable extending from each temple in
5 their lens housings:



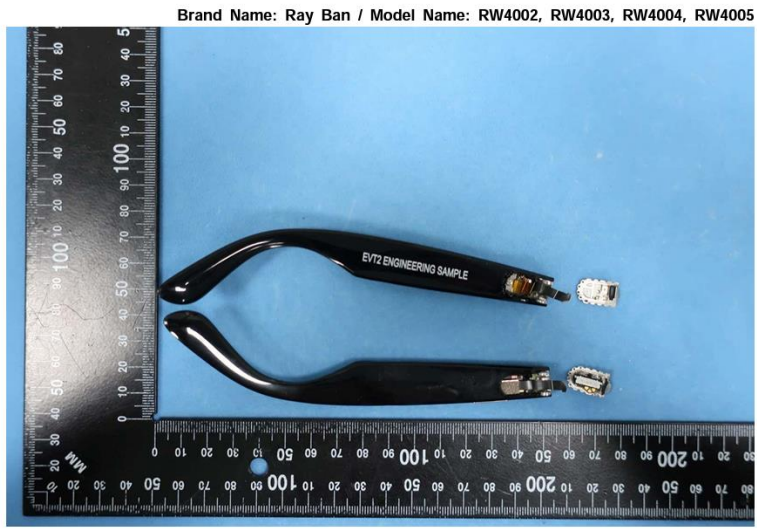
11 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264927.pdf> at 15.).

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13 58. The Accused Products include “wherein a first conductive path is provided
14 from the first temple to the lens housing at least in part by the first electrical conductor”
15 and “wherein a second conductive path is provided from the first temple to the lens
16 housing at least in part by the second electrical conductor.” For example, as shown
17 above, the Accused Products include a ribbon cable extending from each temple in their
18 lens housings.



24 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264927.pdf> at 15.)

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(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 16.)

59. As another example, the Accused Products include various electronic components disposed in a temple, and the ribbon cables are connected to the temples and the lens housing.



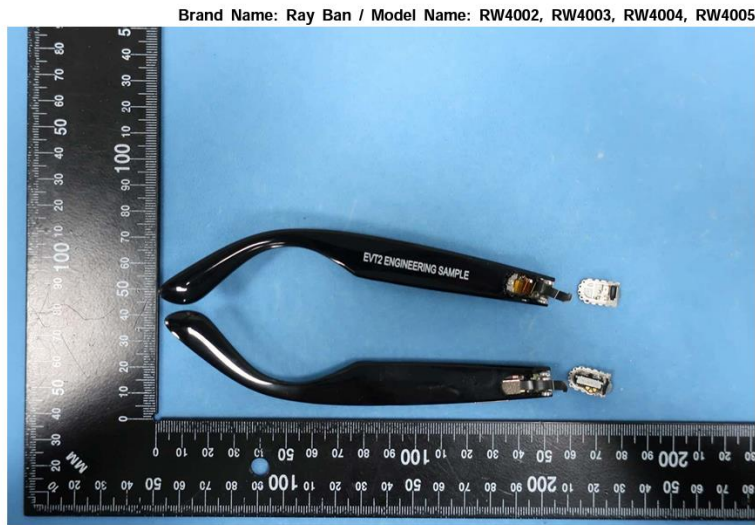
(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22.).

60. The Accused Products include “*wherein the first and second electrical conductors are configured to couple the electronics module to the first temple to constrain the electronics module.*” For example, as shown above, the Accused Products include a ribbon cable extending from each temple in their lens housings.

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(See <https://fcc.report/FCC-ID/2AYOA-4002/5264927.pdf> at 15.)



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 16.)

61. As another example, the Accused Products include various electronic components disposed in a temple, and the ribbon cables are connected to the temples and the lens housing.



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22.)

1 62. The manner in which the ribbon cables connect with the electrical
2 components constrains those electrical components within the temples. (*See*
3 <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 16, 22.)



10 (*See id.* at 23.).

11 63. Each claim in the '174 Patent recites an independent invention. Neither
12 claim 1, described above, nor any other individual claim is representative of all claims
13 in the '174 Patent.

14 64. Luxottica has been aware of the '174 Patent since at least April 20, 2018,
15 when eVision put Luxottica affiliates Essilor of America, Inc. and Essilor International
16 S.A. on notice regarding eVision's patent portfolio directed to wearable electronic
17 frames. Luxottica has been further aware of the '174 Patent since receiving a letter
18 identifying the patent and its infringement on October 25, 2023. At the very least,
19 Luxottica has been aware of the '174 Patent and its infringement based on the Accused
20 Products since at least the filing and/or service of this Complaint.

21 65. Luxottica directly infringes at least claim 1 of the '174 Patent, literally or
22 under the doctrine of equivalents, by making, using, offering to sell, and selling the
23 Accused Products within the United States, and importing the Accused Products into
24 the United States during the term of the '174 Patent.

25 66. Luxottica's retail partners, customers, and end users of the Accused
26 Products and corresponding systems and services directly infringe at least claim 1 of
27 the '174 Patent, literally or under the doctrine of equivalents, at least by using the
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1 Accused Products and corresponding systems and services, as described above.

2 67. Luxottica actively induced and is actively inducing infringement of at least
3 claim 1 of the '174 Patent with specific intent to induce infringement, and/or willful
4 blindness to the possibility that its acts induce infringement, in violation of 35 U.S.C. §
5 271(b). For example, Luxottica encourages and induces customers to use Luxottica's
6 Accused Products in a manner that infringes claim 1 of the '174 Patent by at least
7 offering and providing the Accused Products and corresponding systems and services
8 that infringe claim 1 when operated by the customer, and by activities relating to selling,
9 marketing, advertising, promotion, installation, support, and distribution of its Accused
10 Products and corresponding systems and services in the United States. (*See, e.g.*,
11 <https://www.ray-ban.com/usa/ray-ban-stories>; <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>;
12 <https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377>;
13 <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories>;
14 <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses>;
15 <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>;
16 <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>;
17 <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>;
18 <https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207>.)
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25 68. Luxottica encourages, instructs, directs, and/or requires third parties—
26 including its retail partners and/or customers—to use the Accused Products and
27 corresponding systems and services in infringing ways, as described above.

28 69. For example, on information and belief, Luxottica shares instructions,

1 guides, and manuals, which advertise and instruct third parties on how to use the
2 Accused Products as described above, including at least customers and retail partners.
3 (*See, e.g.,* <https://www.ray-ban.com/usa/ray-ban-stories>; [https://www.ray-](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)
4 [ban.com/usa/discover-ray-ban-meta-smart-glasses/clp](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp);
5 [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)
6 [ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)
7 [black/8056597988377](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories);
8 [https://www.ray-ban.com/usa/c/frequently-asked-questions-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)
9 [ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories);
10 [https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)
11 [meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories);
12 [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
13 [ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
14 [reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146);
15 [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
16 [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
17 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478);
18 [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
19 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
20 [ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207);
21 [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)
22 [ban.com/usa/electronics/RW4005%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)
23 [ban%20stories%20%7C%20meteor-olive/8056597557207](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207).) On further information
24 and belief, Luxottica also provides customer service or technical support to purchasers
25 of the Accused Products and corresponding systems and services, which directs and
26 encourages customers to perform certain actions as a condition to use the Accused
27 Products in an infringing manner.
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70. Luxottica and/or its retail partners recommend and sell the Accused Products and provide technical support for ongoing operation of the Accused Products for each individual customer. (*See, e.g.,* <https://www.ray-ban.com/usa/ray-ban-stories>;
<https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>;
[https://www.ray-ban.com/usa/electronics/RW4006ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)
[ban%20%7C%20meta%20wayfarer-black/8056597988377](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377);
[https://www.ray-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)
[ban.com/usa/c/frequently-asked-questions-ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories);
[https://www.ray-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses)
[ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses);

1 [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
2 [ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
3 [reference-guide-ps-rw-we-mp-v2-1--data.pdf;](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf) [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146;)
4 [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
5 [ban%20stories%20%7C%20round-blue/8056597557146;](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf) [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-
6 <a href=)
7 [ban%20stories%20%7C%20wayfarer-black/8056597489478;](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf) [ban.com/usa/electronics/RW4005%20UNISEX%20ray-](https://www.ray-
8 <a href=)
9 [ban%20stories%20%7C%20meteor-olive/8056597557207.](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)) On information and belief,

10 each customer enters into a contractual relationship with Luxottica and/or its retail
11 partners that obligates each customer to perform certain actions as a condition to use
12 the Accused Products. Further, in order to receive the benefit of Luxottica's and/or its
13 retail partners' continued technical support and their specialized knowledge and
14 guidance with respect to operation of the Accused Products, each customer must
15 continue to use the Accused Products in a way that infringes the '174 Patent. Further,
16 as the entity that ensures that the Accused Products remain operational for each
17 customer through ongoing technical support, on information and belief, Luxottica
18 and/or its retail partners affirmatively aid and abet each customer's use of the Accused
19 Products in a manner that infringes the '174 Patent.

20 71. Luxottica also contributes to the infringement of its retail partners,
21 customers, and end-users of the Accused Products by providing within the United States
22 or importing into the United States the Accused Products, the constituent parts of which
23 are not staple articles or commodities of commerce suitable for substantial non-
24 infringing uses.

25 72. On information and belief, the infringing actions of each partner, customer,
26 and/or end-user of the Accused Products are attributable to Luxottica. For example, on
27 information and belief, Luxottica directs and controls the activities or actions of its retail
28 partners in connection with the Accused Products by contractual agreement or

1 otherwise requiring retail partners to provide information and instructions to customers
2 who acquire the Accused Products which, when followed, results in infringement.

3 73. e-Vision has suffered and continues to suffer damages, including lost
4 profits, as a result of Defendant's infringement of the '174 Patent. Defendant is
5 therefore liable to e-Vision under 35 U.S.C. § 284 for damages in an amount that
6 adequately compensates e-Vision for Defendant's infringement, but no less than a
7 reasonable royalty.

8 74. e-Vision will continue to suffer irreparable harm unless this Court
9 preliminarily and permanently enjoins Defendant, its agents, employees,
10 representatives, and all others acting in concert with Defendant from infringing the '174
11 Patent. On information and belief, e-Vision has lost potential customers, business
12 opportunities, and goodwill in the community. e-Vision will continue to suffer these
13 harms absent an injunction.

14 75. Defendant's infringement of the '174 Patent, is knowing and willful.
15 Defendant acquired actual knowledge of the '174 Patent at least when e-Vision filed
16 this lawsuit.

17 76. On information and belief, despite Defendant's knowledge of the Asserted
18 Patents and e-Vision's patented technology, Defendant made the deliberate decision to
19 sell products and services that they knew infringe these patents. Defendant's continued
20 infringement of the '174 Patent with knowledge of the '174 Patent constitutes willful
21 infringement.

22 **THIRD CAUSE OF ACTION**

23 **(Infringement of the '541 Patent)**

24 77. e-Vision realleges and incorporates by reference the allegations of the
25 preceding paragraphs of this Complaint.

26 78. Luxottica has infringed and continues to infringe one or more claims of the
27 '541 Patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the
28 United States and will continue to do so unless enjoined by this Court. The Accused

1 Products, including products that include features such as the Ray-Ban Stories, at least
2 when used for their ordinary and customary purposes, practice each element of at least
3 claim 1 of the '541 Patent as demonstrated below.

4 79. For example, claim 1 of the '541 Patent recites:

5 A first device, comprising:

6 a frame comprising a first temple and a second temple, wherein the frame
7 comprises a housing module coupled to a structural member;

8 a first lens and a second lens coupled to the frame; and

9 an electronics module, wherein the electronics module is located within
10 the housing module;

11 wherein the electronics module comprises at least any two of: a power
12 source; a controller; and a sensing mechanism; and

13 wherein an insulating layer is disposed between one or more electronic
14 components located within the electronics module and the frame of the first
15 device.

16 80. To the extent the preamble is limiting, the Accused Products include “a
17 *first device*.” For instance, the Accused Products are “smart glasses” having a frame
18 that can be charged “on the go.” (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
19 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
20 [ban%20stories%20%7C%20wayfarer-black/8056597489478.](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478))

21 ABOUT RAY-BAN STORIES | WAYFARER

22 From the rock revolution of the '60s, to the art scene of the '80s, to the forefront of hip-hop culture – Wayfarer has become
23 an enduring icon across endlessly shifting horizons. Now the journey continues with the latest in wearable tech. **Ray-Ban**
24 **Stories** Wayfarer integrates the best of your phone with the timeless frame, bringing you a new way to capture and share
25 your adventures⁽¹⁾.

24 (See *id.*).

25 81. The Accused Products include “a *frame comprising a first temple and a*
26 *second temple, wherein the frame comprises a housing module coupled to a structural*
27 *member*.” For example, as stated above, the Accused Products are “smart glasses”
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1 having a frame that can be charged “on the go.” (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
2 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
3 [ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478).) The Accused Products
4 include at least two 150 mm temples (the Wayfarer and Round models). (See
5 [https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
6 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146); see also [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
7 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
8 [ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478).) As another example, the
9 Meteor models include two 155 mm temples. (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)
10 [ban.com/usa/electronics/RW4005%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)
11 [ban%20stories%20%7C%20meteor-olive/8056597557207](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207).)

12 82. The Accused Products include “*a first lens and a second lens coupled to*
13 *the frame.*” For example, For example, the Accused Products include two lenses
14 supported by a lens housing. The lenses may be prescription lenses, (*see*
15 <https://fcc.report/FCC-ID/2AYOA-4002/5271617.pdf> at 1), photochromic lenses, (*see*
16 *id.* at 5), and/or may include filters of various types. (*See id.* at 6-7.). As another
17 example, the lenses are “[a]vailable in Shiny Black, Shiny Olive, Shiny Brown and
18 Shiny Blue, with a choice of sun and clear lenses featuring the latest innovations in lens
19 technology: Clear with Blue Light filter, Brown Gradient, G-15 Green, Blue Polarised
20 and Transitions®.” (*See* [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
21 [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
22 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146).)

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Brand Name: Ray Ban / Model Name: RW4002, RW4003, RW4004, RW4005



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264925.pdf> at 1.)



(See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>).

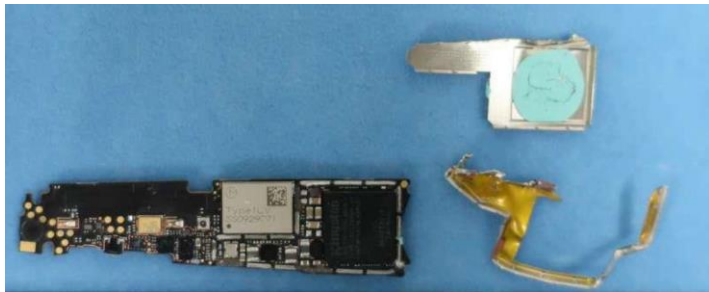
83. The Accused Products include “an electronics module, wherein the electronics module is located within the housing module” and “wherein the electronics module comprises at least any two of: a power source; a controller; and a sensing mechanism.” For example, the Accused Products include a printed circuit board within the right temple.

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(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 23.)

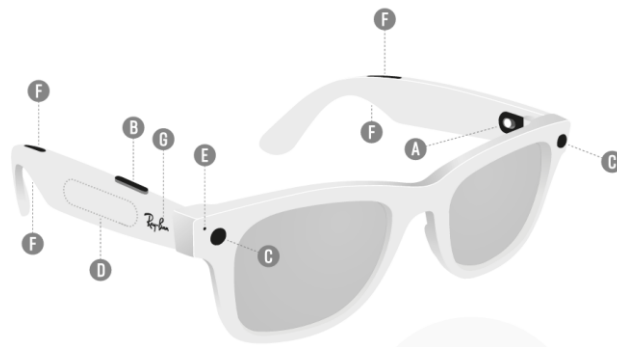
84. The printed circuit board includes a processor and a touch sensor, as shown in the images below:



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 26.)



(See *id.* at 33.)

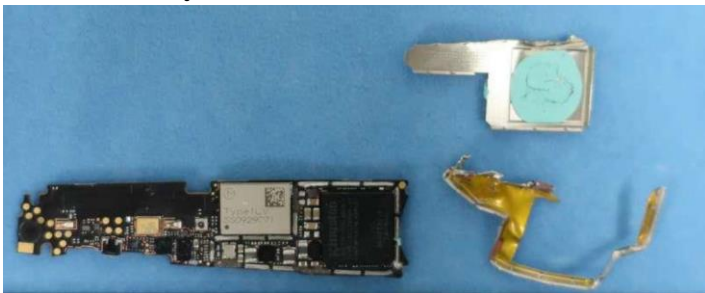


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| <p>B</p> <p>Capture button Bouton de capture Pulsante di acquisizione Botón de captura Botão de captura Aufnahmetaste</p> | <p>D</p> <p>Touchpad Touchpad Touchpad Panel táctil Touchpad Touchpad</p> |
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(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>).

85. The Accused Products include “*wherein an insulating layer is disposed between one or more electronic components located within the electronics module and the frame of the first device.*” For example, For example, a blue foam is disposed between a memory chip and another component in the printed circuit board assembly, and between the assembly and the frame, as shown in the image below:



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 26.)



(See *id.* at 24.)



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7 (See *id.* at 23.).

8 86. Each claim in the '541 Patent recites an independent invention. Neither
9 claim 1, described above, nor any other individual claim is representative of all claims
10 in the '541 Patent.

11 87. Luxottica has been aware of the '541 Patent since at least April 20, 2018,
12 when eVision put Luxottica affiliates Essilor of America, Inc. and Essilor International
13 S.A. on notice regarding eVision's patent portfolio directed to wearable electronic
14 frames. Luxottica has been further aware of the '541 Patent since receiving a letter
15 identifying the patent and its infringement on October 25, 2023. At the very least,
16 Luxottica has been aware of the '541 Patent and its infringement based on the Accused
17 Products since at least the filing and/or service of this Complaint.

18 88. Luxottica directly infringes at least claim 1 of the '541 Patent, literally or
19 under the doctrine of equivalents, by making, using, offering to sell, and selling the
20 Accused Products within the United States, and importing the Accused Products into
21 the United States during the term of the '541 Patent.

22 89. Luxottica's retail partners, customers, and end users of the Accused
23 Products and corresponding systems and services directly infringe at least claim 1 of
24 the '541 Patent, literally or under the doctrine of equivalents, at least by using the
25 Accused Products and corresponding systems and services, as described above.

26 90. Luxottica actively induced and is actively inducing infringement of at least
27 claim 1 of the '541 Patent with specific intent to induce infringement, and/or willful
28 blindness to the possibility that its acts induce infringement, in violation of 35 U.S.C. §

1 271(b). For example, Luxottica encourages and induces customers to use Luxottica's
2 Accused Products in a manner that infringes claim 1 of the '541 Patent by at least
3 offering and providing the Accused Products and corresponding systems and services
4 that infringe claim 1 when operated by the customer, and by activities relating to selling,
5 marketing, advertising, promotion, installation, support, and distribution of its Accused
6 Products and corresponding systems and services in the United States. (*See, e.g.*,
7 <https://www.ray-ban.com/usa/ray-ban-stories>; [https://www.ray-](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)
8 [ban.com/usa/discover-](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)
9 [11 \[13 \\[15 \\\[17 \\\\[19 \\\\\[21 \\\\\\[23 \\\\\\\[25 \\\\\\\\[27 \\\\\\\\\[black/8056597988377; \\\\\\\\\\[https://www.ray-ban.com/usa/c/frequently-asked-questions-\\\\\\\\\\]\\\\\\\\\\(https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories\\\\\\\\\\)
ray-ban-stories; \\\\\\\\\\[https://www.ray-ban-\\\\\\\\\\]\\\\\\\\\\(https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses\\\\\\\\\\)
meta-smart-glasses; \\\\\\\\\\[https://media.ray-\\\\\\\\\\]\\\\\\\\\\(https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf\\\\\\\\\\)
ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-
reference-guide-ps-rw-we-mp-v2-1--data.pdf; \\\\\\\\\\[https://www.ray-\\\\\\\\\\]\\\\\\\\\\(https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146\\\\\\\\\\)
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ban%20stories%20%7C%20round-blue/8056597557146; \\\\\\\\\\[https://www.ray-\\\\\\\\\\]\\\\\\\\\\(https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478\\\\\\\\\\)
ban.com/usa/electronics/RW4004%20UNISEX%20ray-
ban%20stories%20%7C%20wayfarer-black/8056597489478; \\\\\\\\\\[https://www.ray-\\\\\\\\\\]\\\\\\\\\\(https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207\\\\\\\\\\)
ban.com/usa/electronics/RW4005%20UNISEX%20ray-
ban%20stories%20%7C%20meteor-olive/8056597557207.\\\\\\\\\\)\\\\\\\\\]\\\\\\\\\(https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-

28 <a href=\\\\\\\\\)\\\\\\\\]\\\\\\\\(https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-

26 <a href=\\\\\\\\)\\\\\\\]\\\\\\\(https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-

24 <a href=\\\\\\\)\\\\\\]\\\\\\(https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-

22 <a href=\\\\\\)\\\\\]\\\\\(https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-

20 <a href=\\\\\)\\\\]\\\\(https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-

18 <a href=\\\\)\\\]\\\(https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-

16 <a href=\\\)\\]\\(https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-

14 <a href=\\)\]\(https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-

12 <a href=\)](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-

10 <a href=)

21 91. Luxottica encourages, instructs, directs, and/or requires third parties—
22 including its retail partners and/or customers—to use the Accused Products and
23 corresponding systems and services in infringing ways, as described above.

24 92. For example, on information and belief, Luxottica shares instructions,
25 guides, and manuals, which advertise and instruct third parties on how to use the
26 Accused Products as described above, including at least customers and retail partners.
27 (*See, e.g.*, <https://www.ray-ban.com/usa/ray-ban-stories>; [https://www.ray-](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)
28 [ban.com/usa/discover-ray-ban-meta-smart-glasses/clp](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp); [https://www.ray-](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)

1 ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-
2 black/8056597988377; <https://www.ray-ban.com/usa/c/frequently-asked-questions->
3 ray-ban-stories; <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban->
4 meta-smart-glasses; <https://media.ray->
5 ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-
6 reference-guide-ps-rw-we-mp-v2-1--data.pdf; <https://www.ray->
7 ban.com/usa/electronics/RW4003%20UNISEX%20ray-
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9 ban.com/usa/electronics/RW4004%20UNISEX%20ray-
10 ban%20stories%20%7C%20wayfarer-black/8056597489478; <https://www.ray->
11 ban.com/usa/electronics/RW4005%20UNISEX%20ray-
12 ban%20stories%20%7C%20meteor-olive/8056597557207.) On further information
13 and belief, Luxottica also provides customer service or technical support to purchasers
14 of the Accused Products and corresponding systems and services, which directs and
15 encourages customers to perform certain actions as a condition to use the Accused
16 Products in an infringing manner.

17 93. Luxottica and/or its retail partners recommend and sell the Accused
18 Products and provide technical support for ongoing operation of the Accused Products
19 for each individual customer. (*See, e.g.*, <https://www.ray-ban.com/usa/ray-ban-stories;>
20 <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp;>
21 <https://www.ray-ban.com/usa/electronics/RW4006ray->
22 ban%20%7C%20meta%20wayfarer-black/8056597988377; <https://www.ray->
23 ban.com/usa/c/frequently-asked-questions-ray-ban-stories; <https://www.ray->
24 ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses;
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26 ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-
27 reference-guide-ps-rw-we-mp-v2-1--data.pdf; <https://www.ray->
28 ban.com/usa/electronics/RW4003%20UNISEX%20ray-

1 ban%20stories%20%7C%20round-blue/8056597557146; [2 ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-</p></div><div data-bbox=)

3 ban%20stories%20%7C%20wayfarer-black/8056597489478; [4 ban.com/usa/electronics/RW4005%20UNISEX%20ray-](https://www.ray-</p></div><div data-bbox=)

5 ban%20stories%20%7C%20meteor-olive/8056597557207.) On information and belief,

6 each customer enters into a contractual relationship with Luxottica and/or its retail

7 partners that obligates each customer to perform certain actions as a condition to use

8 the Accused Products. Further, in order to receive the benefit of Luxottica's and/or its

9 retail partners' continued technical support and their specialized knowledge and

10 guidance with respect to operation of the Accused Products, each customer must

11 continue to use the Accused Products in a way that infringes the '541 Patent. Further,

12 as the entity that ensures that the Accused Products remain operational for each

13 customer through ongoing technical support, on information and belief, Luxottica

14 and/or its retail partners affirmatively aid and abet each customer's use of the Accused

15 Products in a manner that infringes the '541 Patent.

16 94. Luxottica also contributes to the infringement of its retail partners,

17 customers, and end-users of the Accused Products by providing within the United States

18 or importing into the United States the Accused Products, the constituent parts of which

19 are not staple articles or commodities of commerce suitable for substantial non-

20 infringing uses.

21 95. On information and belief, the infringing actions of each partner, customer,

22 and/or end-user of the Accused Products are attributable to Luxottica. For example, on

23 information and belief, Luxottica directs and controls the activities or actions of its retail

24 partners in connection with the Accused Products by contractual agreement or

25 otherwise requiring retail partners to provide information and instructions to customers

26 who acquire the Accused Products which, when followed, results in infringement.

27 96. e-Vision has suffered and continues to suffer damages, including lost

28 profits, as a result of Defendant's infringement of the '541 Patent. Defendant is

1 therefore liable to e-Vision under 35 U.S.C. § 284 for damages in an amount that
2 adequately compensates e-Vision for Defendant's infringement, but no less than a
3 reasonable royalty.

4 97. e-Vision will continue to suffer irreparable harm unless this Court
5 preliminarily and permanently enjoins Defendant, its agents, employees,
6 representatives, and all others acting in concert with Defendant from infringing the '541
7 Patent. On information and belief, e-Vision has lost potential customers, business
8 opportunities, and goodwill in the community. e-Vision will continue to suffer these
9 harms absent an injunction.

10 98. Defendant's infringement of the '541 Patent, is knowing and willful.
11 Defendant acquired actual knowledge of the '541 Patent at least when e-Vision filed
12 this lawsuit.

13 99. On information and belief, despite Defendant's knowledge of the Asserted
14 Patents and e-Vision's patented technology, Defendant made the deliberate decision to
15 sell products and services that they knew infringe these patents. Defendant's continued
16 infringement of the '541 Patent with knowledge of the '541 Patent constitutes willful
17 infringement.

18 **FOURTH CAUSE OF ACTION**

19 **(Infringement of the '960 Patent)**

20 100. e-Vision realleges and incorporates by reference the allegations of the
21 preceding paragraphs of this Complaint.

22 101. Luxottica has infringed and continues to infringe one or more claims of the
23 '960 Patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the
24 United States and will continue to do so unless enjoined by this Court. The Accused
25 Products, including products that include features such as the Ray-Ban Stories, at least
26 when used for their ordinary and customary purposes, practice each element of at least
27 claim 1 of the '960 Patent as demonstrated below.

28 102. For example, claim 1 of the '960 Patent recites:

1 Eyewear comprising:

2 an eyewear frame having a first temple and a second temple;

3 a speaker supported by the eyewear frame;

4 an application module mechanically coupled to the eyewear frame and
5 operably coupled to the speaker, the application module comprising:

6 a microphone and a wireless chip to receive a verbal query from a wearer
7 of the eyewear, wirelessly transmit the verbal query to an external device, receive
8 a response to the verbal query, and provide the response to the wearer via the
9 speaker.

10 103. To the extent the preamble is limiting, the Accused Products include
11 “eyewear.” For instance, For example, the Accused Products are “smart glasses” having
12 a frame that can be charged “on the go.” (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
13 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
14 [ban%20stories%20%7C%20wayfarer-black/8056597489478.](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478))

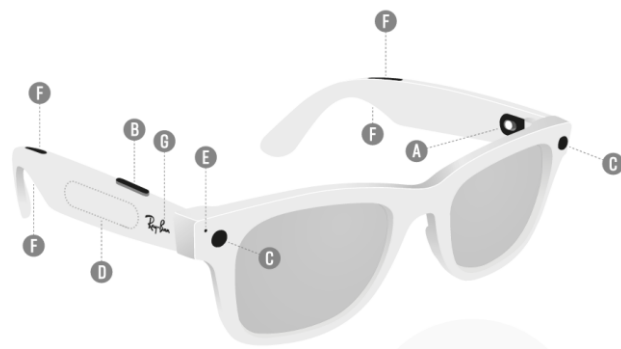


20 (See [https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
21 [ban%20stories%20%7C%20round-blue/8056597557146.](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146))
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(See *id.*).

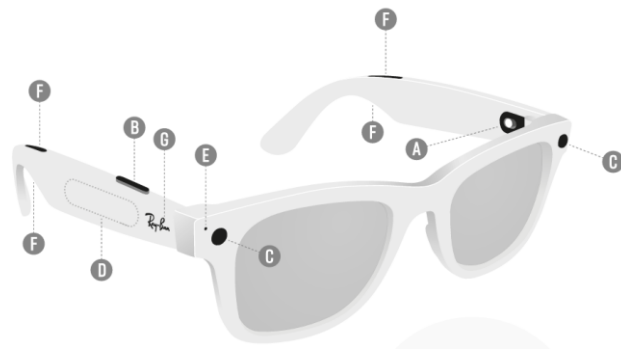
104. The Accused Products include “*an eyewear frame having a first temple and a second temple.*” For example, as stated above, the Accused Products are “smart glasses” having a frame that can be charged “on the go.” (See <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.) The Accused Products include at least two 150 mm temples (the Wayfarer and Round models). (See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>; see also <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.) As another example, the Meteor models include two 155 mm temples. (See <https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207>.)



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| <p>B</p> <ul style="list-style-type: none"> Capture button Bouton de capture Pulsante di acquisizione Botón de captura Botão de captura Aufnahmetaste | <p>D</p> <ul style="list-style-type: none"> Touchpad Touchpad Touchpad Panel táctil Touchpad Touchpad |
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(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>).

105. The Accused Products include “a speaker supported by the eyewear frame.” The Accused Products include speakers as shown in the image below:



- F**
- Speakers
 - Haut-parleurs
 - Altoparlanti
 - Altavoces
 - Alti-falantes
 - Lautsprecher

(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf> (reference letter F)).

106. The Accused Products include “an application module mechanically coupled to the eyewear frame and operably coupled to the speaker.” For instance, FCC Internal Photos shows an electronics assembly including a circuit board with a processor

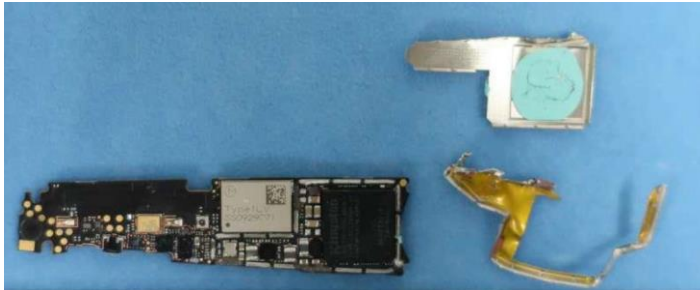
1 and a touch sensor disposed in a cavity in the right temple and connected to the speaker,
2 which is also in the same cavity:



8 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22.)



15 (See *id.* at 23.)



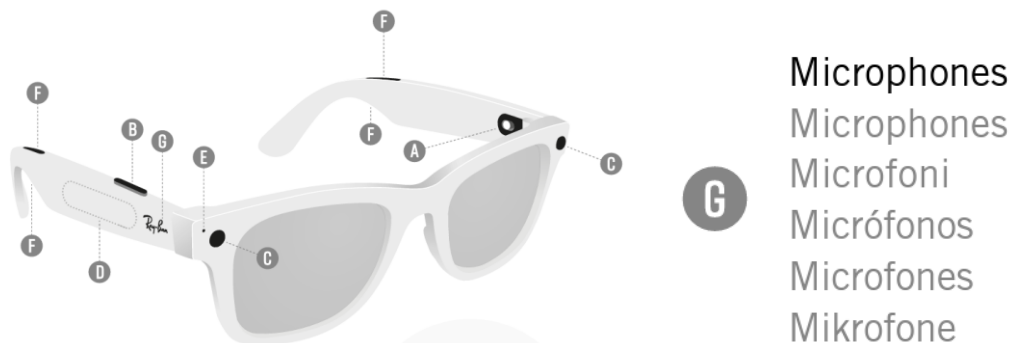
20 (See *id.* at 26.)



25 (See *id.* at 33.)

26 107. The Accused Products include an “*application module comprising[] a*
27 *microphone and a wireless chip to receive a verbal query from a wearer of the eyewear,*
28 *wirelessly transmit the verbal query to an external device, receive a response to the*

1 *verbal query, and provide the response to the wearer via the speaker.*” For example,
 2 the Accused Products include a microphone in the electronics assembly:



10
11 (See [https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
 12 [8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf) (reference
 13 letter G).)

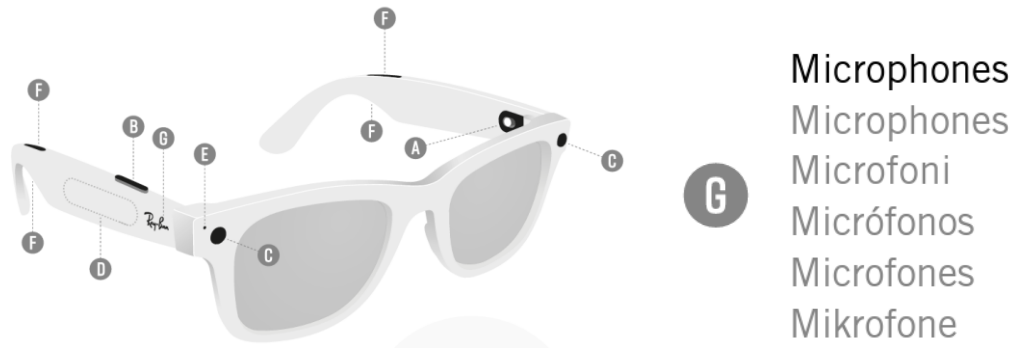
14 108. As another example, FCC Internal Photos show an antenna and a Type
 15 1LV Wi-Fi+Bluetooth module connected to the antenna:



21 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 25; see also
 22 [https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
 23 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146) (showing Wifi 802.11ac and
 24 Bluetooth 5.0 connectivity).)

25 109. The Accused Products include a Facebook Assistant, which allows users
 26 to provide verbal commands and queries to the Accused Products and receive responses
 27 to those commands and queries. For instance, customers for the Accused Products are
 28 advised to “[j]ust say, ‘Hey Facebook’ to tell your glasses to take a photo, record a

1 video, play and pause music, send a message, or make a call.” (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
2 [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
3 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146).) This may be implemented
4 using microphones included in the Accused Products.



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12 (See [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
13 [ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
14 [reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf) (reference letter G).).

15 110. Each claim in the '960 Patent recites an independent invention. Neither
16 claim 1, described above, nor any other individual claim is representative of all claims
17 in the '960 Patent.

18 111. Luxottica has been aware of the '960 Patent since it issued on March 24,
19 2020, following an April 20, 2018 correspondence where eVision put Luxottica
20 affiliates Essilor of America, Inc. and Essilor International S.A. on notice regarding
21 eVision's patent portfolio directed to wearable electronic frames. Luxottica has been
22 further aware of the '960 Patent since receiving a letter identifying the patent and its
23 infringement on October 25, 2023. At the very least, Luxottica has been aware of the
24 '960 Patent and its infringement based on the Accused Products since at least the filing
25 and/or service of this Complaint.

26 112. Luxottica directly infringes at least claim 1 of the '960 Patent, literally or
27 under the doctrine of equivalents, by making, using, offering to sell, and selling the
28 Accused Products within the United States, and importing the Accused Products into

1 the United States during the term of the '960 Patent.

2 113. Luxottica's retail partners, customers, and end users of the Accused
3 Products and corresponding systems and services directly infringe at least claim 1 of
4 the '960 Patent, literally or under the doctrine of equivalents, at least by using the
5 Accused Products and corresponding systems and services, as described above.

6 114. Luxottica actively induced and is actively inducing infringement of at least
7 claim 1 of the '960 Patent with specific intent to induce infringement, and/or willful
8 blindness to the possibility that its acts induce infringement, in violation of 35 U.S.C. §
9 271(b). For example, Luxottica encourages and induces customers to use Luxottica's
10 Accused Products in a manner that infringes claim 1 of the '960 Patent by at least
11 offering and providing the Accused Products and corresponding systems and services
12 that infringe claim 1 when operated by the customer, and by activities relating to selling,
13 marketing, advertising, promotion, installation, support, and distribution of its Accused
14 Products and corresponding systems and services in the United States. (*See, e.g.*,
15 <https://www.ray-ban.com/usa/ray-ban-stories>; [https://www.ray-](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)
16 [ban.com/usa/discover-](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)
17 [ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-)
18 [black/8056597988377](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377); [https://www.ray-ban.com/usa/c/frequently-asked-questions-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)
19 [ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories); [https://www.ray-ban-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses)
20 [meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses); [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
21 [ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
22 [reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146); [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-
23 <a href=)
24 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146); [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-
25 <a href=)
26 [ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478); [ban.com/usa/electronics/RW4005%20UNISEX%20ray-](https://www.ray-
27 <a href=)
28 [ban%20stories%20%7C%20meteor-olive/8056597557207](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207).)

1 115. Luxottica encourages, instructs, directs, and/or requires third parties—
2 including its retail partners and/or customers—to use the Accused Products and
3 corresponding systems and services in infringing ways, as described above.

4 116. For example, on information and belief, Luxottica shares instructions,
5 guides, and manuals, which advertise and instruct third parties on how to use the
6 Accused Products as described above, including at least customers and retail partners.

7 (*See, e.g.,* <https://www.ray-ban.com/usa/ray-ban-stories>; [https://www.ray-](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)
8 [ban.com/usa/discover-ray-ban-meta-smart-glasses/clp](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)
9 [ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)

10 [black/8056597988377](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories); [https://www.ray-ban.com/usa/c/frequently-asked-questions-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)
11 [ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories); [https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)
12 [meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories); [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)

13 [ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
14 [reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
15 [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)

16 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
17 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
18 [ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)

19 [ban.com/usa/electronics/RW4005%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)
20 [ban%20stories%20%7C%20meteor-olive/8056597557207](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207).) On further information
21 and belief, Luxottica also provides customer service or technical support to purchasers

22 of the Accused Products and corresponding systems and services, which directs and
23 encourages customers to perform certain actions as a condition to use the Accused
24 Products in an infringing manner.

25 117. Luxottica and/or its retail partners recommend and sell the Accused
26 Products and provide technical support for ongoing operation of the Accused Products
27 for each individual customer. (*See, e.g.,* <https://www.ray-ban.com/usa/ray-ban-stories>;
28 <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>;

1 [https://www.ray-ban.com/usa/electronics/RW4006ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377;)
2 [ban%20%7C%20meta%20wayfarer-black/8056597988377;](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories;) [https://www.ray-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories;)
3 [ban.com/usa/c/frequently-asked-questions-ray-ban-stories;](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses;) [https://www.ray-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses;)
4 [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
5 [ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146;)
6 [reference-guide-ps-rw-we-mp-v2-1--data.pdf;](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478;) [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-
7 <a href=)
8 [ban%20stories%20%7C%20round-blue/8056597557146;](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207) [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-
9 <a href=)
10 [ban%20stories%20%7C%20wayfarer-black/8056597489478;](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478;) [ban.com/usa/electronics/RW4005%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-
11 <a href=)
12 [ban%20stories%20%7C%20meteor-olive/8056597557207](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207).)

13 On information and belief,
14 each customer enters into a contractual relationship with Luxottica and/or its retail
15 partners that obligates each customer to perform certain actions as a condition to use
16 the Accused Products. Further, in order to receive the benefit of Luxottica's and/or its
17 retail partners' continued technical support and their specialized knowledge and
18 guidance with respect to operation of the Accused Products, each customer must
19 continue to use the Accused Products in a way that infringes the '960 Patent. Further,
20 as the entity that ensures that the Accused Products remain operational for each
21 customer through ongoing technical support, on information and belief, Luxottica
22 and/or its retail partners affirmatively aid and abet each customer's use of the Accused
23 Products in a manner that infringes the '960 Patent.

24 118. Luxottica also contributes to the infringement of its retail partners,
25 customers, and end-users of the Accused Products by providing within the United States
26 or importing into the United States the Accused Products, the constituent parts of which
27 are not staple articles or commodities of commerce suitable for substantial non-
28 infringing uses.

1 119. On information and belief, the infringing actions of each partner, customer,
2 and/or end-user of the Accused Products are attributable to Luxottica. For example, on
3 information and belief, Luxottica directs and controls the activities or actions of its retail
4 partners in connection with the Accused Products by contractual agreement or
5 otherwise requiring retail partners to provide information and instructions to customers
6 who acquire the Accused Products which, when followed, results in infringement.

7 120. e-Vision has suffered and continues to suffer damages, including lost
8 profits, as a result of Defendant's infringement of the '960 Patent. Defendant is
9 therefore liable to e-Vision under 35 U.S.C. § 284 for damages in an amount that
10 adequately compensates e-Vision for Defendant's infringement, but no less than a
11 reasonable royalty.

12 121. e-Vision will continue to suffer irreparable harm unless this Court
13 preliminarily and permanently enjoins Defendant, its agents, employees,
14 representatives, and all others acting in concert with Defendant from infringing the '960
15 Patent. On information and belief, e-Vision has lost potential customers, business
16 opportunities, and goodwill in the community. e-Vision will continue to suffer these
17 harms absent an injunction.

18 122. Defendant's infringement of the '960 Patent, is knowing and willful.
19 Defendant acquired actual knowledge of the '960 Patent at least when e-Vision filed
20 this lawsuit.

21 123. On information and belief, despite Defendant's knowledge of the Asserted
22 Patents and e-Vision's patented technology, Defendant made the deliberate decision to
23 sell products and services that they knew infringe these patents. Defendant's continued
24 infringement of the '960 Patent with knowledge of the '960 Patent constitutes willful
25 infringement.

26 **FIFTH CAUSE OF ACTION**

27 **(Infringement of the '355 Patent)**

28 124. e-Vision realleges and incorporates by reference the allegations of the

1 preceding paragraphs of this Complaint.

2 125. Luxottica has infringed and continues to infringe one or more claims of the
3 '355 Patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the
4 United States and will continue to do so unless enjoined by this Court. The Accused
5 Products, including products that include features such as the Ray-Ban Stories, at least
6 when used for their ordinary and customary purposes, practice each element of at least
7 claim 1 of the '355 Patent as demonstrated below.

8 126. For example, claim 1 of the '960 Patent recites:

9 An eyewear system comprising:

10 an eyewear frame;

11 an electronics assembly comprising electronic components configured to
12 control an electrical functional member;

13 a capacitive touch switch coupled to at least one electronic component in
14 the electronics assembly;

15 at least one electrical connective element electrically connected to the
16 electronic assembly and the electrical functional member; and

17 a conformal layer over the electronic assembly to seal the electronic
18 components;

19 wherein the conformal layer is moisture proof and seals electrical
20 connections of the electronic component;

21 wherein the conformal layer is disposed in an enclosure of the eyewear
22 frame;

23 wherein the eyewear frame comprises a temple; and

24 wherein the electronic assembly is enclosed in the temple.

25 127. To the extent the preamble is limiting, the Accused Products include an
26 “*eyewear system*.” For example, the Accused Products are “smart glasses” having a
27 frame that can be charged “on the go.” (See <https://www.ray->
28

1 ban.com/usa/electronics/RW4004%20UNISEX%20ray-
2 ban%20stories%20%7C%20wayfarer-black/8056597489478.)

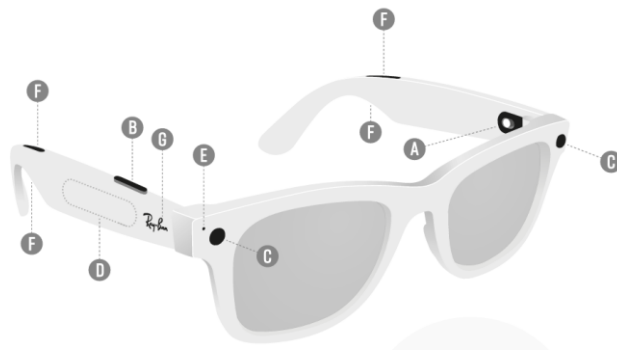


8 (See [https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)
9 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146).)



20
21 (See *id.*)

22 128. The Accused Products include an “*an eyewear frame.*” For example, as
23 stated above, the Accused Products are “smart glasses” having a frame that can be
24 charged “on the go.” (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
25 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)
26 [ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478).)



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|----------|--------------------------|----------|--------------|
| | Capture button | | Touchpad |
| | Bouton de capture | | Touchpad |
| B | Pulsante di acquisizione | D | Touchpad |
| | Botón de captura | | Panel táctil |
| | Botão de captura | | Touchpad |
| | Aufnahmetaste | | Touchpad |

(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>.)

129. The Accused Products include an “an electronics assembly comprising electronic components configured to control an electrical functional member.” For example, FCC Internal Photos shows an electronics assembly including a circuit board with a processor and a touch sensor disposed in a cavity in the right temple and connected to the speaker, which is also in the same cavity:

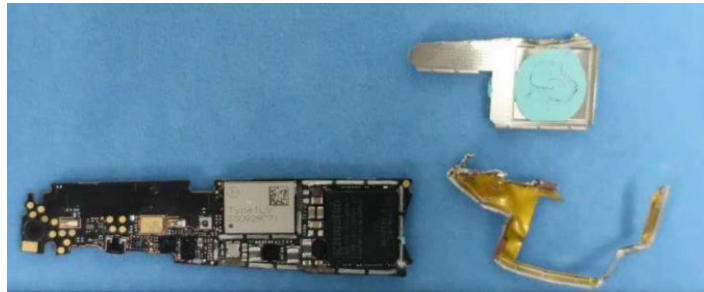


(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22.)

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(See *id.* at 23.)

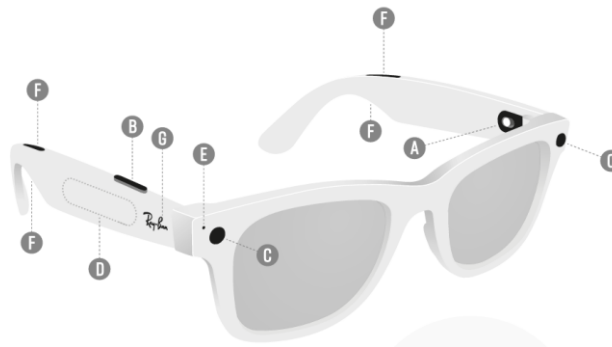


(See *id.* at 26.)



(See *id.* at 33.)

130. As another example shown in the image below, the electronics assembly controls several functional members including two cameras in the frame (reference letter C), the speakers (reference letter F), and the microphone (reference number G):

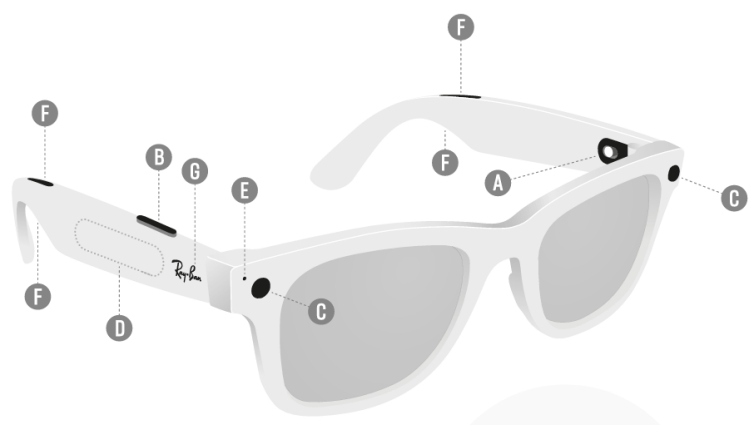


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|---|------------|---------------|---------------|---|------------|
| | Cameras | Speakers | Microphones | | |
| | Caméras | Haut-parleurs | Microphones | | |
| Ⓒ | Fotocamere | Ⓕ | Alttoparlanti | Ⓖ | Microfoni |
| | Cámaras | | Altavoces | | Micrófonos |
| | Câmaras | | Alti-falantes | | Microfones |
| | Kameras | | Lautsprecher | | Mikrofone |

(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>.)

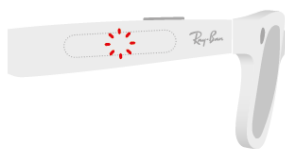
131. The Accused Products include an “a capacitive touch switch coupled to at least one electronic component in the electronics assembly.” For example, the Accused products include a capacitive touch pad (reference number D) for controlling various functionalities of the accused products, including audio playback, volume, managing calls, and accessing a virtual Facebook Assistant.



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CONTROL PLAYBACK

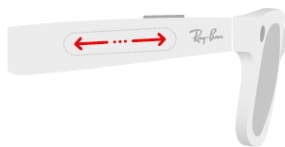
Contrôle de la lecture · Controlla la riproduzione



- ▷| 00 **Tap once to play or pause.**
Appuyez une fois pour lire ou mettre en pause.
Tocca una volta per riprodurre o mettere in pausa.
- ▷▷ **Double-tap to skip forward.**
Appuyez deux fois pour avancer.
Tocca due volte per andare avanti.
- ◁◁ **Triple-tap to skip back.**
Appuyez trois fois pour reculer.
Tocca tre volte per tornare indietro.

ADJUST VOLUME

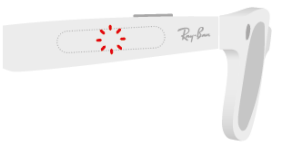
Réglage du volume · Regola il volume



- 🔊 **Swipe back to turn down volume.**
Balayez vers l'arrière pour baisser le volume.
Scorri indietro per abbassare il volume.
- 🔊 **Swipe forward to turn up volume.**
Balayez vers l'avant pour monter le volume.
Scorri in avanti per alzare il volume.

MANAGE CALLS

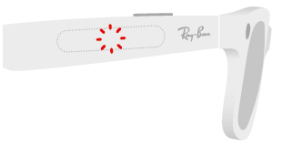
Gestion des appels · Gestisci le chiamate



- ☎ **Double-tap to answer.**
Appuyez deux fois pour répondre.
Tocca due volte per rispondere.
- ☎ **Double-tap to end.**
Appuyez deux fois pour mettre fin à l'appel.
Tocca due volte per terminare la chiamata.
- ☎ **Tap and hold to reject.**
Appuyez et maintenez pour refuser l'appel.
Tieni premuto per rifiutare la chiamata.

FACEBOOK ASSISTANT

Only available in English · Disponibile unicamente in inglese · Disponibile solo in inglese



- 🔊 **ACCESS** Activation · Accedi
Tap and hold or say "Hey Facebook".
Appuyez et maintenez ou dites "Hey Facebook".
Tieni premuto o pronuncia "Hey Facebook".
- 🔊 **DISMISS** Annulation · Annulla
Tap again or say "Hey Facebook, Cancel".
Appuyez de nouveau ou dites "Hey Facebook, Cancel".
Tocca di nuovo o pronuncia "Hey Facebook, Cancel".

(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>.)

132. The Accused Products include an “at least one electrical connective element electrically connected to the electronic assembly and the electrical functional member.” For example, FCC Internal Photos show a ribbon cable extending out of the

1 right temple to electrically connect the electronics assembly in the right temple to the
2 camera in the frame front:



10
11 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 16.)

12 133. As another example, the FCC Internal Photos show an electrical connector
13 on the speakers that appears to fit into a connection point on the electronics assembly:



26 (See *id.* at 22.)

27 134. The Accused Products include an “*a conformal layer over the electronic*
28 *assembly to seal the electronic components.*” For example, *FCC Internal Photos*

1 shows a metal layer placed over and sealing components on the printed circuit board
2 on the side of the temple facing the wearer:



5 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 33.)



8
9 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 32.)

10 135. As shown above, the metal layer conforms to the shapes of the chips
11 below it, as shown by the square and rectangular dimples in the layer matching the
12 shapes of the chips.

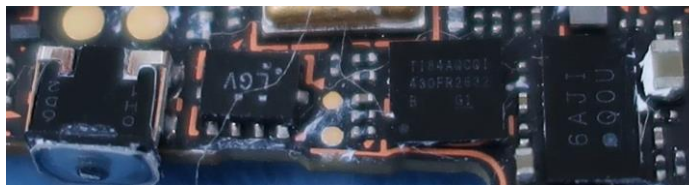
13 136. As another example, there is a line of adhesive and/or conductive
14 material on the printed circuit board tracing the shape of the gold-colored layer that
15 helps seal the gold-colored layer against the board. This line of adhesive also
16 conforms to the shape of the surface of the board.

17 137. As another example, FCC Internal Photos shows a ribbon cable disposed
18 in the right temple and connected to the printed circuit board that has an insulating
19 layer formed around and sealing the conductive elements:



23 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22.)

24 138. FCC Internal Photos also shows the printed circuit board has a
25 transparent conformal coating over it:
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(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 28.)

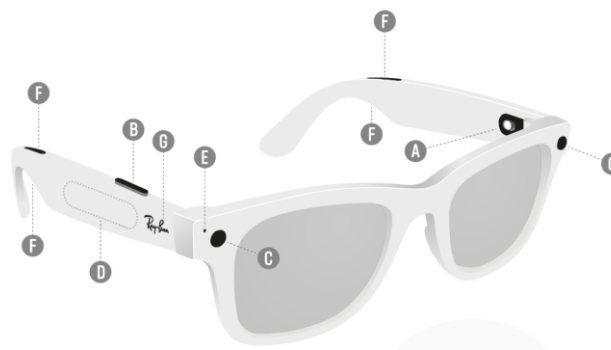
139. The Accused Products include an “*wherein the conformal layer is moisture proof and seals electrical connections of the electronic component.*” As shown above, the Accused Products include various layers, including insulating layers, in between electrical components. (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22, 28, 32-33.). As another example, water cannot pass through the insulating layers around the ribbon cable. As another example, the Accused Products are “resistant to water splashes.” (See <https://fcc.report/FCC-ID/2AYOA-4002/5271617.pdf> at 3.)

140. The Accused Products include an “*wherein the conformal layer is disposed in an enclosure of the eyewear frame.*” The metal layer, the ribbon cable, the printed circuit board and the layers therebetween are disposed inside of the right temple, as shown in the pictures above. (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22, 28, 32-33.)

141. The Accused Products include an “*wherein the eyewear frame comprises a temple.*” For example, as shown above, the Accused Products are “smart glasses” having a frame that can be charged “on the go.” (See <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.) The Accused Products include at least two 150 mm temples (the Wayfarer and Round models). (See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>; see also <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.) As another example, the Meteor models include two 155 mm temples. (See <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20meteor-black/8056597489478>.)

1 ban.com/usa/electronics/RW4005%20UNISEX%20ray-
 2 ban%20stories%20%7C%20meteor-olive/8056597557207.)

3 142. The Accused Products include an “*wherein the electronic assembly is*
 4 *enclosed in the temple.*” The metal layer, the ribbon cable, the printed circuit board and
 5 the layers therebetween are disposed inside of the right temple, as shown in the pictures
 6 above. (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22, 28, 32-33.).
 7 As another example shown in the images below, various electrical components are
 8 enclosed within the temple:



| | | | |
|----------|------------|---------------|-------------|
| | Cameras | Speakers | Microphones |
| | Caméras | Haut-parleurs | Microphones |
| C | Fotocamere | F | Microfoni |
| | Cámaras | | Micrófonos |
| | Câmaras | | Microfones |
| | Kameras | | Mikrofone |

19 (See [https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8a](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
 20 [e63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf).)

21 143. Each claim in the '355 Patent recites an independent invention. Neither
 22 claim 1, described above, nor any other individual claim is representative of all claims
 23 in the '355 Patent.

24 144. Luxottica has been aware of the '355 Patent since at least April 7, 2020,
 25 when eVision put Luxottica affiliates Essilor of America, Inc. and Essilor International
 26 S.A. on notice regarding eVision’s patent portfolio directed to wearable electronic
 27 frames. Luxottica has been further aware of the '355 Patent since receiving a letter
 28

1 identifying the patent and its infringement on October 25, 2023. At the very least,
2 Luxottica has been aware of the '355 Patent and its infringement based on the Accused
3 Products since at least the filing and/or service of this Complaint.

4 145. Luxottica directly infringes at least claim 1 of the '355 Patent, literally or
5 under the doctrine of equivalents, by making, using, offering to sell, and selling the
6 Accused Products within the United States, and importing the Accused Products into
7 the United States during the term of the '355 Patent.

8 146. Luxottica's retail partners, customers, and end users of the Accused
9 Products and corresponding systems and services directly infringe at least claim 1 of
10 the '355 Patent, literally or under the doctrine of equivalents, at least by using the
11 Accused Products and corresponding systems and services, as described above.

12 147. Luxottica actively induced and is actively inducing infringement of at least
13 claim 1 of the '355 Patent with specific intent to induce infringement, and/or willful
14 blindness to the possibility that its acts induce infringement, in violation of 35 U.S.C. §
15 271(b). For example, Luxottica encourages and induces customers to use Luxottica's
16 Accused Products in a manner that infringes claim 1 of the '355 Patent by at least
17 offering and providing the Accused Products and corresponding systems and services
18 that infringe claim 1 when operated by the customer, and by activities relating to selling,
19 marketing, advertising, promotion, installation, support, and distribution of its Accused
20 Products and corresponding systems and services in the United States. (*See, e.g.*,
21 <https://www.ray-ban.com/usa/ray-ban-stories>; [https://www.ray-](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)
22 [ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-)
23 [black/8056597988377](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377); [https://www.ray-ban.com/usa/c/frequently-asked-questions-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)
24 [ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses); [https://www.ray-ban-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses)
25 [meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses); [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
26 [ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)
27 [reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf);
28 [https://www.ray-](https://www.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)

1 ban.com/usa/electronics/RW4003%20UNISEX%20ray-
 2 ban%20stories%20%7C%20round-blue/8056597557146;
 5 ban.com/usa/electronics/RW4005%20UNISEX%20ray-
 6 ban%20stories%20%7C%20meteor-olive/8056597557207.)

7 148. Luxottica encourages, instructs, directs, and/or requires third parties—
 8 including its retail partners and/or customers—to use the Accused Products and
 9 corresponding systems and services in infringing ways, as described above.

10 149. For example, on information and belief, Luxottica shares instructions,
 11 guides, and manuals, which advertise and instruct third parties on how to use the
 12 Accused Products as described above, including at least customers and retail partners.

13 (*See, e.g.,* <https://www.ray-ban.com/usa/ray-ban-stories>; [https://www.ray-
 15 ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-
 16 black/8056597988377; \[https://www.ray-ban.com/usa/c/frequently-asked-questions-
 18 meta-smart-glasses; \\[https://www.ray-
 21 ban.com/usa/electronics/RW4003%20UNISEX%20ray-
 22 ban%20stories%20%7C%20round-blue/8056597557146;
 25 ban.com/usa/electronics/RW4005%20UNISEX%20ray-
 26 ban%20stories%20%7C%20meteor-olive/8056597557207.\\\)\\]\\(https://media.ray-

 19 ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-

 20 reference-guide-ps-rw-we-mp-v2-1--data.pdf\\) On further information
 27 and belief, Luxottica also provides customer service or technical support to purchasers
 28 of the Accused Products and corresponding systems and services, which directs and\]\(https://www.ray-ban.com/usa/c/frequently-asked-questions-

 17 ray-ban-stories\)](https://www.ray-

 14 ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)

1 encourages customers to perform certain actions as a condition to use the Accused
2 Products in an infringing manner.

3 150. Luxottica and/or its retail partners recommend and sell the Accused
4 Products and provide technical support for ongoing operation of the Accused Products
5 for each individual customer. (*See, e.g.*, <https://www.ray-ban.com/usa/ray-ban-stories>;
6 <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>;
7 [https://www.ray-ban.com/usa/electronics/RW4006ray-
8 ban%20%7C%20meta%20wayfarer-black/8056597988377](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377); [https://www.ray-
9 ban.com/usa/c/frequently-asked-questions-ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories); [https://www.ray-
10 ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses);
11 [https://media.ray-
12 ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-
13 reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf); [https://www.ray-
14 ban.com/usa/electronics/RW4003%20UNISEX%20ray-
15 ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146); [https://www.ray-
16 ban.com/usa/electronics/RW4004%20UNISEX%20ray-
17 ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478); [https://www.ray-
18 ban.com/usa/electronics/RW4005%20UNISEX%20ray-
19 ban%20stories%20%7C%20meteor-olive/8056597557207](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207).) On information and belief,
20 each customer enters into a contractual relationship with Luxottica and/or its retail
21 partners that obligates each customer to perform certain actions as a condition to use
22 the Accused Products. Further, in order to receive the benefit of Luxottica's and/or its
23 retail partners' continued technical support and their specialized knowledge and
24 guidance with respect to operation of the Accused Products, each customer must
25 continue to use the Accused Products in a way that infringes the '355 Patent. Further,
26 as the entity that ensures that the Accused Products remain operational for each
27 customer through ongoing technical support, on information and belief, Luxottica
28 and/or its retail partners affirmatively aid and abet each customer's use of the Accused

1 Products in a manner that infringes the '355 Patent.

2 151. Luxottica also contributes to the infringement of its retail partners,
3 customers, and end-users of the Accused Products by providing within the United States
4 or importing into the United States the Accused Products, the constituent parts of which
5 are not staple articles or commodities of commerce suitable for substantial non-
6 infringing uses.

7 152. On information and belief, the infringing actions of each partner, customer,
8 and/or end-user of the Accused Products are attributable to Luxottica. For example, on
9 information and belief, Luxottica directs and controls the activities or actions of its retail
10 partners in connection with the Accused Products by contractual agreement or
11 otherwise requiring retail partners to provide information and instructions to customers
12 who acquire the Accused Products which, when followed, results in infringement.

13 153. e-Vision has suffered and continues to suffer damages, including lost
14 profits, as a result of Defendant's infringement of the '355 Patent. Defendant is
15 therefore liable to e-Vision under 35 U.S.C. § 284 for damages in an amount that
16 adequately compensates e-Vision for Defendant's infringement, but no less than a
17 reasonable royalty.

18 154. e-Vision will continue to suffer irreparable harm unless this Court
19 preliminarily and permanently enjoins Defendant, its agents, employees,
20 representatives, and all others acting in concert with Defendant from infringing the '355
21 Patent. On information and belief, e-Vision has lost potential customers, business
22 opportunities, and goodwill in the community. e-Vision will continue to suffer these
23 harms absent an injunction.

24 155. Defendant's infringement of the '355 Patent, is knowing and willful.
25 Defendant acquired actual knowledge of the '355 Patent at least when e-Vision filed
26 this lawsuit.

27 156. On information and belief, despite Defendant's knowledge of the Asserted
28 Patents and e-Vision's patented technology, Defendant made the deliberate decision to

1 sell products and services that they knew infringe these patents. Defendant's continued
2 infringement of the '355 Patent with knowledge of the '355 Patent constitutes willful
3 infringement.

4 **DEMAND FOR JURY TRIAL**

5 157. Plaintiffs respectfully request a jury trial on any issues so triable by right.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs respectfully request the following relief.

- 8 a) That this Court adjudge and decree that Defendant has been, and is
9 currently, infringing each of the Patents-in-Suit;
- 10 b) That this Court award damages to Plaintiffs to compensate it for
11 Defendant's past infringement of the Asserted Patents, through the date of
12 trial in this action;
- 13 c) That this Court award pre- and post-judgment interest on such damages to
14 Plaintiffs;
- 15 d) That this Court order an accounting of damages incurred by Plaintiffs from
16 six years prior to the date this lawsuit was filed through the entry of a final,
17 non-appealable judgment;
- 18 e) That this Court determine that this patent infringement case is exceptional
19 pursuant to 35 U.S.C. §§ 284 and 285 and award Plaintiffs their costs and
20 attorneys' fees incurred in this action;
- 21 f) That this Court award increased damages under 35 U.S.C. § 284;
- 22 g) That this Court preliminarily and permanently enjoin Defendant from
23 infringing each of the Asserted Patents;
- 24 h) That this Court, if it declines to enjoin Defendant from infringing any of
25 the Patents-in-Suit, award damages for future infringement in lieu of an
26 injunction; and
- 27 i) That this Court award such other relief as the Court deems just and proper.
28

1 Dated: October 26, 2023

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2
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