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FIVES INVESTMENTS, LLC
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8 IN THE UNITED STATES DISTRICT COURT FOR
9 THE SOUTHERN DISTRICT OF CALIFORNIA
10

11 FIVES INVESTMENTS, LLC,
12 Plaintiff,

13 vs.

14 NANOLEAF CANADA LIMITED, a
Canadian company, and DOES 1 TO 10,
15 Defendants.
16

) Case No. **'23CV2045 BEN KSC**
) **COMPLAINT FOR PATENT**
) **INFRINGEMENT, BASED ON:**
) **(1) DIRECT INFRINGEMENT**
) **(2) DOCTRINE OF**
) **EQUIVALENTS**
) **U.S. Patent No. 9,148,938**
) **PLAINTIFF DEMANDS TRIAL**
) **BY JURY**
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19 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS:

20 Plaintiff FIVES INVESTMENTS, LLC., alleges and avers as follows:

21 **THE PARTIES**

22 1. Plaintiff FIVES INVESTMENTS, LLC, ("FIVES INVESTMENTS") is a
23 limited liability company organized and existing under the laws of the State of
24 California. Its principal place of business is in Solana Beach, California. FIVES
25 INVESTMENTS owns US Patent No. 9,148,938 B2 for a smart multi-dimensional
26 light cell.

27 2. Defendant NANOLEAF CANADA LIMITED, ("NANOLEAF") is a
28 Canadian Company, that sells and markets its products with the U.S. Southern

1 District of California, and over the internet sells and markets throughout the United
2 States, in contravention of Plaintiff's Patent.

3 3. Plaintiff is unaware of the true identities of DOES 1 through 10,
4 inclusive, and accordingly sues said Defendants by fictitious names. Plaintiff will ask
5 leave of Court to amend the Complaint to insert the true names of said Defendants
6 when ascertained. Said Defendants are responsible for the events and damages set
7 forth below.

8 4. Each of the Defendants was the agent, servant and/or employee of the
9 remaining Defendants, and in doing the things herein alleged was acting in the scope
10 of said agency or employment and/or in concert with said other Defendants, and/or
11 ratified the acts of said Defendants.

12 **JURISDICTION AND VENUE**

13 5. This action for patent infringement arises under the Patent Laws of the
14 United States, Title 35, United States Code, including 35 U.S.C. §§271 et seq.

15 6. Jurisdiction is exclusively conferred on this District Court pursuant to
16 28 U.S.C. §1338(a).

17 7. Venue is proper in this District Court under 28 U.S.C. §§1391(f)(1) and
18 1400(b).

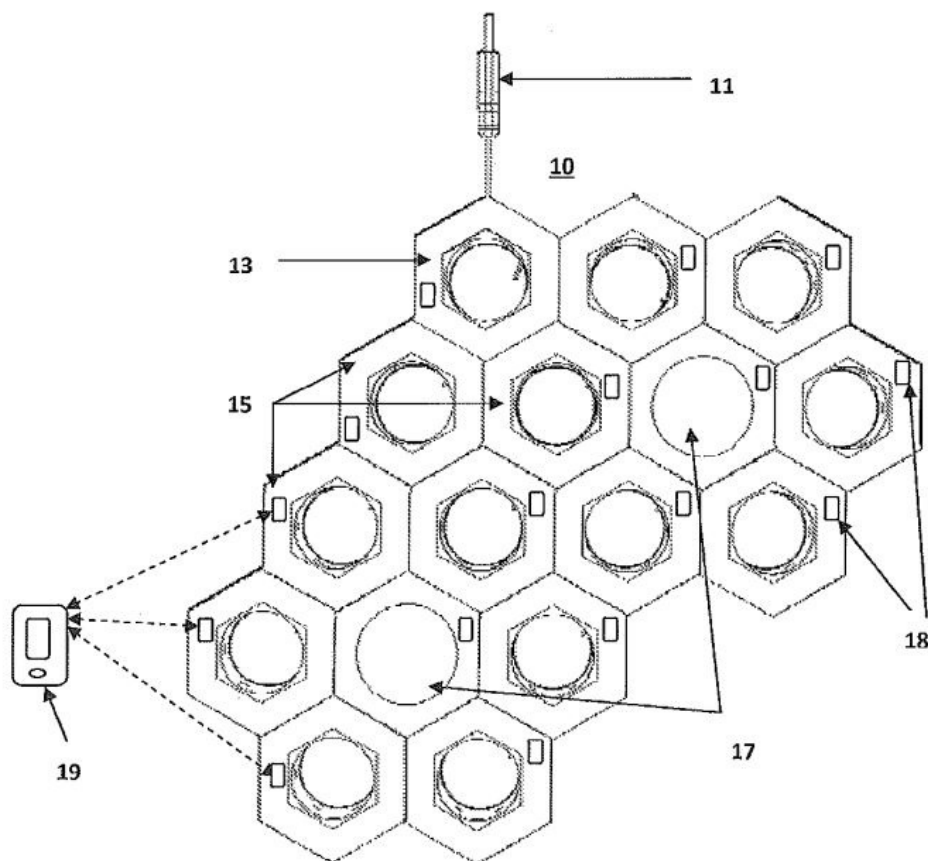
19 **PATENTS IN SUIT**

20 8. On September 29, 2015, U.S. Patent No. 9,148,938 B2, entitled SMART
21 MULTI-DIMENSIONAL LIGHT CELL ARRANGEMENT, ("the '938 Patent") was
22 duly and legally issued to inventor Samir Hanna Safar. A copy of the '938 Patent is
23 attached hereto as Exhibit "A."

24 9. Samir Hanna Safar assigned and transferred to FIVES INVESTMENTS
25 all rights, title and interest in the inventions described in the '938 Patent.

26 10. The '938 Patent belongs to the field of light sources and more
27 particularly relates to a novel and useful arrangement of light cells into a multi-
28 dimensional light source which can be displayed in a continuous manner, being

1 connected to a single power source, where the individual, connected cells are capable
2 of unlimited configurations, as well as being capable of wireless control. Figure 1 of
3 Exhibit “A” is one embodiment of the Patent with hexagonal, connected cells, and
4 appears as follows:



23 11. Defendant NANOLEAF advertises and sells the “Nanoleaf Canvas,”
24 which it advertises on its website at
25 <https://nanoleaf.me/en-US/products/nanoleaf-canvas/?category=canvas> as “Touch-
26 sensitive, modular light squares with edgeless lumination come with everything you
27 need to start your RGBW installation.” Advertised as having “Customisable
28 Layouts,” as:

1 Square panels connect on all four sides for endless design
2 possibilities. Staggered Linker Slots allow you to arrange
3 your Canvas squares side by side or in an offset position,
4 giving even more versatility for totally unique creations!

5 Pictured below is the advertised, Accused Product Nanoleaf Canvas:



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16 **COUNT I**

17 **(Direct Infringement)**

18 **Against All Defendants**

19 12. The allegations of paragraphs 1 through 11 above are repeated and
20 realleged as if set forth fully herein.

21 13. Upon information and belief, Defendant NANOLEAF infringed and is
22 presently infringing the '938 Patent by making, using, selling, importing and/or
23 offering to sell within the United States, and within this Judicial District, products
24 that employ the inventions of the said Patent. The Accused Product which disparages
25 Plaintiff's patented inventions is sometimes referred to as the "Nanoleaf Canvas."

26 14. Upon information and belief, the infringement by said Defendants has
27 been willful and deliberate.

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1 15. Plaintiff has been damaged as a result of the infringing activities of said
2 Defendants and will continue to be damaged unless such activities are enjoined by
3 this Court.

4 **COUNT II**
5 **(Doctrine of Equivalents)**

6 Against All Defendants

7 16. The allegations of paragraphs 1 through 15 above are repeated and
8 realleged as if fully set forth herein.

9 17. The products being sold by Defendants are different only in minor and
10 unimportant ways from the inventions for which Patent No. '938 was issued to
11 Plaintiff. Defendants' products appear in substantially the same shape and form as the
12 patented inventions. There are no material differences between them. Therefore,
13 Defendants' use, sale, importing and offering for sale of products which are virtually
14 identical to the patented inventions described in Paragraph No. 8, infringe on
15 Plaintiff's Patent.

16 WHEREFORE, FIVES INVESTMENTS prays for judgment and relief
17 including:

- 18 (a) a declaration that Defendant NANOLEAF infringed and continues to
19 infringe the '938 Patent;
- 20 (b) an injunction against Defendants' continued infringement of the said
21 Patent;
- 22 (c) an accounting for damages resulting from Defendants' infringement and
23 that the damages so ascertained be trebled because of the willful and deliberate nature
24 of Defendants' conduct;
- 25 (d) the disgorgement of Defendants' total profits from sale of said infringing
26 products;
- 27 (e) an assessment of interest on the damages so computed;

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1 (f) an award of FIVES INVESTMENTS' attorneys fees and costs of this
2 action; and for


3 (g) such other and further relief as this Court deems just and appropriate.
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5 Respectfully submitted,

6 FLYER & FLYER, A PROFESSIONAL
7 LAW CORPORATION

8 Dated: November 6, 2023

By:


9 David R. Flyer
10 Raquel Flyer Dachner
11 Attorneys for
12 Plaintiff FIVES INVESTMENTS, LLC

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