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10 **U.S. DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 DS ADVANCED ENTERPRISES, LTD.,
13 A CORPORATION,
14 *Plaintiff,*

15 v.

16 COOPER LIGHTING, LLC,
17 A CORPORATION,
18 LOWE'S HOME CENTERS, LLC,
19 A CORPORATION,
20 HOME DEPOT USA, INC,
21 A CORPORATION,
22 AMAZON.COM, INC,
23 A CORPORATION, and
24 AMAZON.COM SERVICES LLC,
25 A CORPORATION,
26 *Defendants.*

Case No.:

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL



1 Plaintiff, DS ADVANCED ENTERPRISES, LTD (“PLAINTIFF”), by and through
2 counsel Cummins Intellectual Property (IP) Law PLLC, for this Complaint against the
3 following Defendants LOWE’S HOME CENTERS, LLC, COOPER LIGHTING, LLC,
4 HOME DEPOT USA, INC, AMAZON.COM, INC, AMAZON.COM SERVICES LLC,
5 collectively referred to as DEFENDANTS, allege as follows:

6 **PARTIES**

7 1. PLAINTIFF, DS Advanced Enterprises, LTD. (“DSAE”), is an Ontario
8 corporation with a principal place of business at 34 Park Court, Niagara-on-the-Lake,
9 ON L0S 1J0, Canada.

10 2. PLAINTIFF is the owner of U.S. Patent 11,054,118 (Exhibit 1) and sells lighting
11 products in the United States and internationally.

12 3. DEFENDANT Lowe’s Home Centers, LLC (“LOWES DEFENDANT”) is a
13 North Carolina corporation with a principal place of business at 2626 Glenwood
14 Avenue, Suite 550, Raleigh, North Carolina, 27608, and other business locations
15 throughout California State and this District, including at least 3984 Indian Ave., Perris,
16 California 92571. See Exhibit 39¹.

17 4. DEFENDANT Cooper Lighting, LLC (d.b.a., Cooper Lighting Solutions LLC)
18 (“COOPER DEFENDANT”) is a Delaware corporation with a principal place of
19 business at 1121 Highway 74 S, Peachtree City, Georgia 30269, and other business
20 locations throughout California State and this District, including at least 3350 S
21 Enterprise Dr., Bloomington, California 92316-3538. See Exhibit 44.

22 5. DEFENDANT Home Depot USA, Inc. (“HOME DEPOT DEFENDANT”), is a
23 Delaware corporation with a principal place of business at 2455 Paces Ferry Rd.,
24 Atlanta, Georgia 30339, and other business locations throughout California State and
25 this District, including at least 1451 W Foothill Blvd., Rialto, California 92376-4624.
26 See Exhibit 38.

27
28

¹ Red boxes are added to some of the Exhibits to denote importance of the boxed content



1 6. DEFENDANTS Amazon.com, Inc. (d.b.a., “Amazon”) and Amazon.com
2 Services, LLC. (d.b.a., “Amazon Services”) (collectively “AMAZON DEFENDANTS”)
3 are Delaware corporations having their principal place of business at 410 Terry Ave
4 North, Seattle, Washington 98109, and other business locations throughout California
5 State and this District, including at least 20901 Krameria Ave., Riverside, California
6 92518. See Exhibit 45.

7 7. Joinder of these DEFENDANTS is proper per 35 U.S.C. § 299. Joinder is also
8 proper per recent binding precedent. See, e.g., *In re EMC Corporation*, 677 F.3d 1351,
9 1359 (Fed. Cir. 2012) (“Joinder of independent defendants is only appropriate where the
10 accused products or processes are the same in respects relevant to the patent.”)
11 (modified). See, also, *Golden Bridge Tech., Inc. v. Apple Inc.*, Case No. 2:12-cv-4014-
12 ODW(FFMx), 3-4 (C.D. Cal. Sep. 11, 2012). PLAINTIFF notes that all
13 DEFENDANTS are selling the Halo branded product having a model
14 #CJB6099FS1EMWR. See *infra* Tables 1-10.

15 8. PLAINTIFF respectfully acknowledges that “district courts have the discretion to
16 refuse joinder in the interest of avoiding prejudice and delay, ensuring judicial economy,
17 or safeguarding principles of fundamental fairness.” *Koninklijke Philips N.V. v. Acer*
18 *Inc.*, Case No. 18-cv-01885-HSG, 4 (N.D. Cal. Sep. 24, 2018) citing *In re EMC*
19 *Corporation* at 1360, and also citing *In re Nintendo Co., Ltd.*, 544 F. App'x 934, 939
20 (Fed. Cir. 2013).

21 **JURISDICTION AND VENUE**

22 9. This Court has original jurisdiction over the subject matter of this action pursuant
23 to 28 U.S.C. §1331 and §1338, as the dispute between the parties presents a substantial
24 question of federal patent law.

25 10. The Court also has jurisdiction pursuant to 28 U.S.C. §2201(a), as PLAINTIFF
26 seeks a declaration of rights in relation to DEFENDANTS.

1 11. This Court has personal jurisdiction over the DEFENDANTS because
2 DEFENDANTS are regularly conducting business in California State and this District
3 both directly and indirectly, through their properties in this District. See *supra* ¶¶ 1-6.

4 12. This Court has personal jurisdiction over the DEFENDANTS because
5 DEFENDANTS are regularly conducting business in California State and this District
6 and, upon information and belief, deriving substantial revenue from business transacted
7 within California State and this District by advertising, distributing, offering for sale,
8 and/or selling of unauthorized goods that were imported into the United States and the
9 seaports of California State (*e.g.*, at least, Port of Los Angeles, Port of Long Beach, etc.),
10 and thus are subject to personal jurisdiction in this District. See, *e.g.*, Exhibits 17, 38,
11 39, 44, 45, 46, 47, 51, 52, 55, and 63. See, also, *supra* paragraphs 1-6.

12 13. Venue is proper in this district under 28 U.S.C. §1400(b) and 28 U.S.C. §1391(b).
13 See, also, *Int'l Techs. & Sys. Corp. v. Samsung Elecs. Co.*, Case No. SA CV 17-1748-
14 DOC (JDEx), 6-7 (C.D. Cal. Jun. 22, 2018).

15 14. Each DEFENDANT owns and operates retail stores and/or warehouses
16 throughout California State and this District.

17 15. LOWES DEFENDANT has a business location at 3984 Indian Ave., Perris, CA
18 92571. See Exhibit 39.

19 16. COOPER DEFENDANT has a business location at 3350 S Enterprise Dr.,
20 Bloomington, CA 92316-3538. See Exhibit 44.

21 17. AMAZON DEFENDANTS have a business location at 20901 Krameria Ave.,
22 Riverside, CA 92518. See Exhibit 45.

23 18. HOME DEPOT DEFENDANT has a business location at 1451 W Foothill Blvd.,
24 Rialto, CA 92376-4624. See Exhibit 38.

25 19. DEFENDANTS regularly utilized the ports of Los Angeles and Long Beach for
26 the past several years (*e.g.*, see Exhibits 17, 46, 47, 51, 52, 55, 56, and 63, which include
27 data that is publicly available via importyeti.com and usimports.info), thereby
28 establishing a regular place of business within this jurisdiction.



1 20. Upon information and belief, DEFENDANTS’ infringing activities occurred, at
2 least, in this District.

3 **GENERAL OVERVIEW**

4 21. PLAINTIFF repeats and realleges paragraphs 1-20 of this Complaint, as if fully
5 set forth herein.

6 22. This is an action for Patent Infringement of U.S. Patent 11,054,118
7 (“PLAINTIFF’S PATENT”) under 35 U.S.C. § 271 based on each respective
8 DEFENDANT’S unauthorized commercial using, offering for sale, and selling in, and/or
9 from, the United States, and importing into the United States, DEFENDANTS’ lighting
10 products, directly, indirectly, and/or by equivalents, and/or by the inducement of
11 infringement by another.

12 23. Mr. David Sherman is an officer of PLAINTIFF and inventor of PLAINTIFF’S
13 PATENT. Mr. David Sherman has decades of experience in the lighting industry.

14 24. Mr. David Sherman’s experience and ingenuity led to the invention claimed by
15 PLAINTIFF’S PATENT.

16 25. PLAINTIFF’S PATENT claims priority to provisional patent application no.:
17 62/673,595, filed May 18, 2018.

18 26. PLAINTIFF’S PATENT has an earliest priority date of May 18, 2018, as
19 indicated in Exhibit 4, which is a screenshot of Continuity Dates for Patent Application
20 16/392,731 as provided by USPTO.gov.

21 27. PLAINTIFF’S PATENT was duly and legally issued on July 6, 2021, and names
22 Mr. David Sherman as the inventor. Attached as Exhibit 1 is a true and correct copy of
23 PLAINTIFF’S PATENT.

24 28. PLAINTIFF is the owner of the entire right, title, and interest in and to the validly
25 issued PLAINTIFF’S PATENT, which was assigned to PLAINTIFF by an Assignment.
26 A copy of the Assignment is provided as Exhibit 2.



1 29. PLAINTIFF’S officer, Mr. David Sherman, also earned international patents in
2 Canada (CA3040941) and China (CN202020617429.6). These international patents
3 claim similar subject matter to the PLAINTIFF’S PATENT.

4 30. PLAINTIFF designs and sells, in the United States and worldwide, their patented
5 lighting fixtures, which are sold through manufacturers and/or by contacting
6 PLAINTIFF through their website: www.dsaent.com.

7 31. A screenshot of PLAINTIFF’S website, from July 23, 2021 (available via the
8 Wayback Machine at www.archive.org/web), is included at the first page of Exhibit 3.
9 Another screenshot of PLAINTIFF’S website from December 14, 2023 is included at the
10 second page of Exhibit 3.

11 32. On or around April 2, 2019, and August 27, 2019, approximately a year after the
12 provisional filing date for PLAINTIFF’S PATENT, PLAINTIFF’S officer, Mr. David
13 Sherman gave presentations to Home Depot regarding PLAINTIFF’S lighting products
14 that are the subject of PLAINTIFF’S PATENT. See Exhibits 6 and 7.

15 33. Subsequent to these presentations, HOME DEPOT DEFENDANT began pirating
16 PLAINTIFF’S lighting products by at least infringing each and every Claim of
17 PLAINTIFF’S PATENT. See *infra* Tables 1-10.

18 34. On or around January 15, 2020, approximately a year after the provisional filing
19 date for PLAINTIFF’S PATENT, Mr. David Sherman gave another presentation to
20 Lowe’s regarding PLAINTIFF’S lighting products that are the subject of PLAINTIFF’S
21 PATENT. See Exhibit 5.

22 35. Subsequent to this other presentation, LOWES DEFENDANT began pirating
23 PLAINTIFF’S lighting products by at least infringing each and every Claim of
24 PLAINTIFF’S PATENT. See *infra* Tables 1-10.

25 36. Upon information and belief, HOME DEPOT DEFENDANT, LOWES
26 DEFENDANT, and AMAZON DEFENDANTS purchase and retail COOPER
27 DEFENDANT’S infringing “Halo” brand lighting products. See, *e.g.*, Exhibits 9-16,
28 35-37, 40-43, and 50, and *infra* Tables 1-10.



1 37. Upon information and belief, after filing PLAINTIFF'S PATENT application,
2 PLAINTIFF'S approved manufacturer indicated, on or around March 2023, that Chinese
3 lighting manufacturer, Zhejiang Yankon, purchased samples of PLAINTIFF'S lighting
4 products.

5 38. At least as of 2018 and 2021, Zhejiang Yankon publicly reported to be in business
6 with COOPER DEFENDANT, COOPER DEFENDANT'S current parent company
7 Signify of the Netherlands, LOWES DEFENDANT'S sister subsidiary LG Sourcing
8 Inc., Costco, HOME DEPOT DEFENDANT, Wal-Mart, and GE Lighting. See Exhibit
9 69 and its corresponding machine-translation at Exhibit 70.

10 39. Each DEFENDANT is infringing PLAINTIFF'S PATENT by directly, indirectly,
11 and/or by equivalents, using, selling, and offering for sale in and from the United States,
12 and/or importing into the United States, each DEFENDANT'S pirated lighting products,
13 and/or by inducing such infringement.

14 40. Upon information and belief, on or before September 19, 2023, DEFENDANTS
15 imported and/or sold, in the United States and internationally, DEFENDANTS'
16 infringing lighting products in violation of 35 U.S.C. § 271. See, *e.g.*, Exhibits 9-16, 35-
17 37, 40-43, and 50, and *infra* Tables 1-10.

18 **PLAINTIFF'S INITIAL MEETING WITH COOPER PRODUCTS-**
19 **PURCHASER: HOME DEPOT**

20 41. PLAINTIFF repeats and realleges paragraphs 1-40 of this Complaint, as if fully
21 set forth herein.

22 42. Upon information and belief, PLAINTIFF provided a first presentation to Home
23 Depot on or around April 2, 2019, about a year after the provisional filing date for
24 PLAINTIFF'S PATENT. See Exhibit 6.

25 43. Content of this first presentation included descriptions of PLAINTIFF'S
26 PATENT. Two slides from the first presentation are included in Exhibit 6.

27 44. The first slide of the first presentation expressly indicated to Home Depot that
28 PLAINTIFF'S PATENT was pending at the time of the presentation. See Exhibit 6.



1 45. Upon information and belief, PLAINTIFF provided a second presentation to
2 Home Depot on or around August 27, 2019. Content of the second presentation
3 included descriptions of PLAINTIFF'S PATENT. Three slides from the second
4 presentation are included in Exhibit 7.

5 46. The first slide of the second presentation also indicated to Home Depot that
6 PLAINTIFF'S PATENT was pending at the time of the presentation. See Exhibit 7.

7 47. Upon information and belief, and as provided in Exhibit 7, participants to the
8 presentations included product managers employed by Home Depot such as, but not
9 limited to "Craig Brown" (a former employee of both Home Depot, and COOPER
10 DEFENDANT'S former parent Company "Eaton Corporation").

11 48. Upon information and belief, PLAINTIFF participated in a separate meeting on
12 April 2, 2019 with Cameron Skilling, a buyer for Home Depot. This separate meeting
13 was also in furtherance of soliciting Home Depot to purchase PLAINTIFF'S products
14 (*i.e.*, PLAINTIFF'S products that are the subject of PLAINTIFF'S PATENT) and retail
15 PLAINTIFF'S products in HOME DEPOT DEFENDANT'S stores.

16 49. LinkedIn profile pages for Cameron Skilling and Craig Brown are attached as
17 Exhibits 48 and 49, respectively.

18 50. Upon information and belief, Craig Brown indicated, in response to PLAINTIFF'S
19 PRESENTATION, that PLAINTIFF'S lighting product (*i.e.*, the subject of
20 PLAINTIFF'S PATENT) is different and unique relative to other products that suppliers
21 previously showed to Craig Brown.

22 51. Upon information and belief, and on or around the time of PLAINTIFF'S
23 PRESENTATIONS to HOME DEPOT DEFENDANT, HOME DEPOT DEFENDANT
24 expressed interest in retailing PLAINTIFF'S PATENTED product.

25 52. Upon information and belief, Craig Brown visited a foreign lighting manufacturer
26 and employees of HOME DEPOT DEFENDANT'S sister subsidiary in Asia, within
27 about 3 months after PLAINTIFF'S second presentation (the presentation Craig Brown
28 attended).



1 53. HOME DEPOT DEFENDANT’S sister subsidiary in Asia is Home Depot
2 Investment Management (Shanghai) Co., Ltd. (“Home Depot China”). See Exhibit 67
3 and its corresponding machine-translation at Exhibit 68.

4 54. Upon information and belief, Home Depot China, HOME DEPOT DEFENDANT,
5 and HOME DEPOT DEFENDANT'S parent company (The Home Depot, Inc.) share
6 one or more officers and/or employees. For example, and upon information and belief,
7 Richard V. McPhail, Jocelyn Janine Hunter, and Kenneth David are officers/employees
8 of Home Depot China, HOME DEPOT DEFENDANT, and The Home Depot, Inc.
9 Therefore, these entities may share information regarding products, presentations, etc.
10 See Exhibit 75, which includes information believed to be sourced from governments of
11 the US State of Georgia and China.

12 55. Upon information and belief, the foreign lighting manufacturer had one or more
13 samples of PLAINTIFF’S lighting product at the time of the visit from Craig Brown and
14 Home Depot China.

15 56. Home Depot is a buyer of COOPER DEFENDANT’S products, which are
16 advertised under the brand name “HALO”, which is attached to DEFENDANTS’
17 infringing products. See Exhibits 8, 9, and 10, and *infra* Tables 1-10.

18 **PLAINTIFF’S INITIAL MEETING WITH COOPER PRODUCTS-**
19 **PURCHASER: LOWE’S**

20 57. PLAINTIFF repeats and realleges paragraphs 1-56 of this Complaint, as if fully
21 set forth herein.

22 58. Upon information and belief, and as provided in Exhibit 5, PLAINTIFF provided
23 a third presentation to the companies Lowe’s and Rona, on or around January 15, 2020
24 (at the time, Rona was a sister subsidiary of LOWES DEFENDANT), and after
25 PLAINTIFF’S PATENT application was filed.

26 59. Content of the third presentation included descriptions of PLAINTIFF’S
27 PATENT. Slides from the third presentation are provided as Exhibit 5.



1 60. Slides from the third presentation expressly indicated to the companies Lowe’s
2 and Rona that PLAINTIFF’S PATENT was pending at the time of the presentation. See
3 Exhibit 5.

4 61. Upon information and belief, the purpose of the third presentation was to solicit
5 Lowe’s to: (1) order PLAINTIFF’S lighting products from PLAINTIFF and (2) sell
6 those products in at least LOWES DEFENDANT’S 1,737 retail stores across the United
7 States. See Exhibit 33.

8 62. Upon information and belief, and as provided in Exhibit 5, participants to the third
9 presentation included buying staff employed by the companies Rona and Lowe’s such
10 as, but not limited to, “Elaine Pellerin” and “Philippe Ciot.”

11 63. Upon information and belief, Elaine Pellerin was an agent of Lowe’s Companies,
12 Inc., which is the parent company of LOWES DEFENDANT, and which has employees
13 common to LOWES DEFENDANT. See, *e.g.*, Exhibit 18, which is a screenshot of
14 Elaine Pellerin’s LinkedIn profile, which is also accessible via the following URL
15 <https://ca.linkedin.com/in/elaine-pellerin-8875707a>, at least as of December 12, 2023.

16 64. Upon information and belief, Elaine Pellerin was also a chief procurement officer
17 in lighting for RONA, which was acquired by Lowes Companies, Inc. on or before May
18 2016, prior to PLAINTIFF’S presentation to Lowe’s. See, *e.g.*, Exhibits 18, 19, and
19 Rona’s website: <https://www.ronainc.ca/en/news/lowes-completes-acquisition-of-rona>.

20 65. Upon information and belief, Elaine Pellerin’s LinkedIn profile indicates that she
21 participated in “procurement for in-store deployment”. Therefore, since LOWES
22 DEFENDANT’S infringing products are *not* sold in RONA or Lowe’s Canadian stores
23 but, rather, *are* sold in LOWE’S DEFENDANT’S US retail stores, Elaine Pellerin is
24 reasonably believed to have performed product procurement for “in-store deployment”
25 at LOWE’S DEFENDANT’S US retail stores. See *Id.* and Exhibit 53.

26 66. For example, Exhibit 53, shows screenshots of the Lowe’s Canada website (the
27 URL www.lowes.ca redirects to www.rona.ca). Specifically, Exhibit 53 shows two
28 separate instances of search results generated by the RONA website when



1 DEFENDANTS’ infringing product numbers (*i.e.*, “CJB6099FS1EMWR” and
2 “CJB4069FS1EMWR”) are individually submitted as search queries.

3 67. Upon information and belief, Philippe Ciot was a marketing specialist of Lowe’s
4 Canada, a now-dissolved subsidiary of LOWES DEFENDANT’S parent company,
5 Lowes’ Companies, Inc. See Articles of Dissolution in Exhibit 20 and Exhibit 21.

6 68. Philippe Ciot’s LinkedIn profile indicates Phillippe Ciot is still employed by
7 Lowe’s Canada, despite Lowe’s Canda being dissolved, therefore it is plausible that
8 Philippe Ciot is employed by, or an agent of, LOWES DEFENDANT or another
9 subsidiary of Lowe’s Companies, Inc. See *Id.* and Exhibit 22 (modified to hide the
10 profile picture).

11 69. Upon information and belief, subsidiaries of Lowe’s Companies, Inc. (*i.e.*,
12 LOWES DEFENDANT’S parent company) share some employees, managers,
13 information and/or officers with other Lowe’s entities, and therefore it is reasonable that
14 information may be shared or otherwise communicated between Lowe’s entities.

15 70. For example, “David Ray Green” is identified in Exhibits 23-27, and “Beth R.
16 MacDonald” is identified in Exhibits 24 and 25. Hence, the third presentation by
17 PLAINTIFF may be reasonably expected to have directly or indirectly put LOWES
18 DEFENDANT on notice of PLAINTIFF’S PATENT during at least the pendency of
19 PLAINTIFF’S PATENT.

20 71. As a further example, according to a translation of the corporate registration
21 document for LOWES DEFENDANT’S sister company Lowe’s Global Sourcing
22 (Shanghai) Ltd. (“LOWES CHINA”) in China, “David Ray Green” is the “Legal
23 Representative” of LOWES CHINA. See, *e.g.*, Exhibits 26 and 27, which include a
24 Chinese foreign corporate registration and a translation thereof, provided by a third party
25 web application.

26 72. David Ray Green is, in summary, a common owner, manager, and/or legal officer
27 to at least the following Lowe’s entities:



1 (1) LOWES DEFENDANT’S sister subsidiary LOWES CHINA (see Exhibits 26
2 and 27),

3 (2) LOWES DEFENDANT’S parent company Lowe’s Companies, Inc. (see
4 Exhibit 23),

5 (3) LOWES DEFENDANT (see Exhibit 24); and

6 (4) LOWES DEFENDANT’S sister subsidiary L G Sourcing, Inc. (Exhibit 25).

7 73. Upon information and belief, “Beth R MacDonald” is also common owner,
8 manager, and/or legal officer to all of the following Lowe’s entities:

9 (1) LOWES DEFENDANT (see Exhibit 24);

10 (2) L G Sourcing, Inc. (see Exhibit 25);

11 (3) Lowe’s Home Centers (Canada) Inc., (see Exhibit 20) which was dissolved
12 February 25, 2019 (see Articles of Dissolution provided in Exhibits 20 and
13 21, and as available from the Government of Canada via [https://ised-
ised.canada.ca/site/ised/en](https://ised-
14 isde.canada.ca/site/ised/en))

15 74. Upon information and belief, LOWES CHINA was aware of PLAINTIFF’S
16 PATENT, during its pendency, as of the date of the third presentation to Lowe’s and/or
17 shortly thereafter.

18 75. Upon information and belief, “Lagoshi” in Exhibit 27 refers to a simplified
19 Chinese spelling of the English letters “L”, “G”, and “S”, and these letters refer to
20 “Lowe’s” “Global” “Sourcing”.

21 76. The purpose of the Presentation to Lowe’s on January 15, 2020 was to solicit
22 LOWES DEFENDANT to order PLAINTIFF’S lighting products from PLAINTIFF, so
23 that LOWES DEFENDANT would retail PLAINTIFF’S lighting products in at least
24 LOWES DEFENDANT’S US stores. Slides from the presentation to buying staff for
25 LOWES DEFENDANT are shown in Exhibit 5.

26 77. Upon information and belief, *after* PLAINTIFF filed for PLAINTIFF’S PATENT,
27 PLAINTIFF provided presentations to Home Depot, Lowe’s, and Costco, in furtherance
28



1 of soliciting these companies to purchase and/or and then retail PLAINTIFF’S lighting
2 products that are the subject of PLAINTIFF’S PATENT.

3 78. Upon information and belief, and in response to PLAINTIFF’S presentation to
4 buying staff for Home Depot, Lowe’s, and Costco, the buying staff for these companies
5 *expressed interest* in purchasing PLAINTIFF’S lighting products that are the subject of
6 PLAINTIFF’S PATENT.

7 **INITIAL ORDERS FROM LOWE’S AFTER PLAINTIFF’S PRESENTATION**

8 79. PLAINTIFF repeats and realleges paragraphs 1-78 of this Complaint, as if fully
9 set forth herein.

10 80. On or around April 13, 2021, PLAINTIFF received email communications (“the
11 Manufacturer Communications”) from PLAINTIFF’S approved manufacturer
12 (“PLAINTIFF’S MANUFACTURER”) indicating that sales orders for PLAINTIFF’S
13 lighting products have been received by PLAINTIFF’S approved manufacturer. See
14 Exhibit 71, which includes some correspondence from the Manufacturer
15 Communications.

16 81. Exhibit 71 includes a PO number (“149907823”) that matches the PO number
17 from one of the sales orders attached as Exhibit 72.

18 82. The Manufacturer Communications included PDFs of sales orders, and those sales
19 orders expressly identified “Lowe’s” as the party directing the orders. Additionally, the
20 Manufacturer Communications expressly indicated that Lowes was placing these orders.
21 See Exhibits 29-32, and 71-72.

22 83. Copies of two of these sales orders are attached as Exhibits 29 and 31 (“the Sales
23 Orders”). Translations of these two Sales Orders were submitted by Lowe’s in a related
24 suit. The related suit is Case: 3:23-cv-01335-CAB-JLB at Doc. No. 14-3 (S.D. Cal.
25 2023) (“Related Suit”), and involves alleged infringement of PLAINTIFF’S PATENT by
26 LOWES DEFENDANT. The Related Suit involves different Utilitech brand products
27 manufactured by Zhejiang Yankon Group Co. Ltd. In other words, the related suit does
28



1 not involve the Halo brand products that are at issue in this Complaint and pictured in,
2 *infra* Tables 1-10.

3 84. The Sales Orders have been edited in Exhibits 29-32 and 72 to highlight where
4 “Lowe’s” is expressly identified. Upon information and belief, the Chinese characters
5 surrounding the word “Lowe’s” translate to English as: “We are waiting for Lowe’s to
6 finalize the needed amount,” or, as provided by LOWES DEFENDANT in the related
7 suit, “Needed quantities of spare parts are pending final confirmation from Lowes.”

8 85. In other words, LOWES DEFENDANT, through their sworn declaration in the
9 Related Suit, provided the above-identified translations, and LOWES DEFENDANT’S
10 own translations also confirm that “Lowe’s” was the entity requesting the products
11 identified in the Sales Orders. LOWES DEFENDANT’S translations also indicate that
12 the “Buyer” is “DREAMUTE TECHNOLOGY”, but this may be inaccurate and should
13 be “DREAMLITE TECHNOLOGY.” See Exhibits 29-32.

14 86. The Sales Orders include a Notice that advises Lowe’s of the intellectual property
15 associated with PLAINTIFF’S lighting products. See *Id.*

16 87. As emphasized in Exhibits 29 and 31, and upon information and belief, the
17 Chinese characters highlighted below each table in the Sales Orders, and adjacent to
18 item “2,” translate to English as: “The product must satisfy the technical and intellectual
19 property rules of the country in which the product is being sold,” and thereafter indicate
20 that the buyer is liable for any “intellectual property violations.” This translation is
21 confirmed by LOWES DEFENDANT’S translations they submitted on the record in the
22 Related Suit, and attached as Exhibits 30 and 32.

23 88. Furthermore, comparing Exhibit 35 to Exhibits 29-32 evidences correlations
24 between the Sales Orders and LOWES DEFENDANT’S item #CJB6099FS1EMWR.

25 89. For example, LOWES DEFENDANT’S webpage from Exhibit 35 expressly
26 boasts a product benefit being that “this canless recessed downlight is designed for use
27 in new construction, remodel and retrofit installations,” hence boasting the “3 in 1”
28 product description from the Sales Orders in Exhibits 29-32 and 72. In other words,



1 LOWES DEFENDANT’S boasting of *three* different uses for their *one* item
2 #CJB6099FS1EMWR correlates to product description “*3 in 1*” from the Sales Orders.
3 See Exhibits 29-32, 35, and 72.

4 90. Other correlations include the dimensions “5/6 inch”, “5 adjustable white colors”
5 (*e.g.*, 2.7K, 3K, 3.5K, 4K, 5K from the Sales Orders), and the various parts included
6 with Sales Orders and LOWES DEFENDANT’S infringing products (*e.g.*, E26
7 conversion bulb holder, TP24 connector, installation manual, etc.). See Exhibits 29-32,
8 35, 72, and *infra* Tables 1-10.

9 91. Upon information and belief, the Sales Orders were facilitated at least in part by
10 employees of LOWE’S CHINA, a Chinese subsidiary of LOWES DEFENDANT’S
11 parent company Lowe’s Companies, Inc., and/or employees of LG Sourcing, Inc.,
12 another subsidiary of Lowe’s Companies, Inc. See Exhibits 26-28.

13 92. On May 8, 2023, PLAINTIFF sent LOWES DEFENDANT a cease and desist
14 letter (“Lowe’s Letter”) through USPS certified mail, which was thereafter acknowledged
15 by LOWES DEFENDANT. See Exhibit 54.

16 93. The Lowe’s Letter (1) identified PLAINTIFF’S PATENT, (2) alleged that LOWES
17 DEFENDANT is infringing PLAINTIFF’S PATENT, and (3) included claim tables
18 similar to *infra* Tables 1-10. The tables in the Lowe’s Letter addressed infringement of
19 LOWE’S DEFENDANT’S Utilitech brand product, rather than LOWES
20 DEFENDANT’S Halo brand product, having model # CJB6099FS1EMWR. See
21 Exhibit 54. Nonetheless, LOWES DEFENDANT have received detailed notices of their
22 infringing activities of PLAINTIFF’S PATENT, at least since their receipt of the Lowe’s
23 Letter.

24 94. On May 22, 2023, PLAINTIFF emailed a PDF version of the Lowe’s Letter to
25 law@lowes.com and received an auto-response the same day. The auto-response
26 indicated that “[e]ach email received at law@lowes.com will be routed to the
27 appropriate group to handle your request.” See Exhibit 65.



1 95. At least in view of (1) the written intellectual property Notices being incorporated
2 into the multiple Sales Orders, (2) PLAINTIFF'S third presentation provided to Lowe's,
3 (3) the overlapping of LOWES DEFENDANT'S employees with other Lowe's entities,
4 and (3) the Related Suit that has placed LOWES DEFENDANT on further notice of
5 their ongoing infringing activities, PLAINTIFF asserts that LOWES DEFENDANT'S
6 ongoing infringing conduct should be considered willful and egregious per 35 U.S.C. §
7 284.

8 **COOPER DEFENDANT'S PRODUCT LAUNCH AFTER PLAINTIFF'S**
9 **PRESENTATIONS TO LOWES AND HOME DEPOT DEFENDANTS**

10 96. PLAINTIFF repeats and realleges paragraphs 1-95 of this Complaint, as if fully
11 set forth herein.

12 97. On or around July 25, 2023 or August 14, 2023, COOPER DEFENDANT
13 marketed their infringing products by publishing the "Halo CJB Spec Sheet", which
14 included descriptions of COOPER DEFENDANT'S lighting products that infringe
15 PLAINTIFF'S PATENT. See Exhibits 11-13.

16 98. On or around August 14, 2023, COOPER DEFENDANT further marketed their
17 infringing products by publishing the "HALO CJB Series Integrated JBox Downlight
18 brochure", which included descriptions of benefits of COOPER DEFENDANT'S
19 lighting products that infringe PLAINTIFF'S PATENT. See Exhibits 11-13.

20 99. On or around October 16, 2023, COOPER DEFENDANT published a YouTube
21 video, which conveys benefits of COOPER DEFENDANT'S lighting products that
22 infringe PLAINTIFF'S PATENT. The video can be found at the following URL:
23 <https://www.youtube.com/watch?v=G8RUS8OjFs8>, and a screenshot is attached as
24 Exhibit 14.

25 100. PLAINTIFF'S counsel test purchased DEFENDANTS' product "Model #
26 CJB6099FS1EMWR" on November 9, 2023 via HomeDepot.com at URL:
27 <https://www.homedepot.com/p/HALO-CJB-6-in-2-in-1-Installation-LED-Downlight->
28



1 [with-Attached-JBOX-75-Watt-Equivalent-5CCT-900-Lumen-](#)
2 [CJB6099FS1EMWR/327380367](#). See also Exhibit 10.

3 101. PLAINTIFF’S counsel also test purchased COOPER DEFENDANT’S, HOME
4 DEPOT DEFENDANT’S, and AMAZON DEFENDANTS’ product “Model #
5 CJB4069FS1EMWR” on November 21, 2023 via Amazon.com at URL:
6 <https://www.amazon.com/dp/B0CCYXFH5>. See also Exhibit 50.

7 102. DEFENDANTS’ infringing products test purchased by PLAINTIFF’S counsel are
8 shown in *infra* Tables 1-10.

9 103. DEFENDANTS’ lighting products are “Made in China”, as indicated on
10 packaging of test purchased products. See Exhibits 15 and 16.

11 104. Front views of packaging of DEFENDANTS’ lighting products are shown in
12 Exhibit 16.

13 105. According to publicly available Bill of Ladings (*e.g.*, BANQ1055293266 /
14 MEDUE9145958 having an arrival date of 10/13/2023), COOPER DEFENDANT
15 receives shipments of products of H.S. Code 940510 (*e.g.*, “LED Fixture[s]”) from a
16 Chinese Exporter, KLite International Trade Co. (d.b.a., 凯耀照明股份有限公司),
17 having an address of Lane 299, Guanghua Rd. Ningbo, 315000, China. See Exhibit 17,
18 which includes publicly available data that can be accessed and compiled from websites
19 such as importyeti.com and usimports.info, among others.

20 106. According to Bill of Ladings, COOPER DEFENDANT and their parent company
21 Signify regularly utilize, or otherwise benefit from, the ports in this District to facilitate
22 their infringing activities. See Exhibits 17, 47, 55, and 56 (modified).

23 107. Upon information and belief, the mark “Halo” is owned by “Signify Holding
24 B.V.” of the Netherlands for “recessed lighting figures”; Signify Holding B.V. is a sister
25 subsidiary of COOPER DEFENDANT; and Signify Holding B.V. and COOPER
26 DEFENDANT are subsidiaries of their parent company Signify, headquartered in
27 Eindhoven, Netherlands. See Exhibits 57-60, 64, and 66.



1 108. COOPER DEFENDANT’S parent company Signify announced, in 2019, that
2 Signify acquired COOPER DEFENDANT, as well as a 51% stake in Zhejiang Klite
3 Lighting Holdings Co. Ltd. Signify indicated that these acquisitions “strengthen[their]
4 position in the supply chain of LED lamps and luminaires...[and their] position in the
5 attractive North American lighting market” (modified). Signifies annual report from
6 2019 define a “luminaire” as having “one or more light sources” and at least “the
7 mechanical components required to support or attach [their respective] housing”
8 (modified). See 57-62 and 64.

9 109. Upon information, HOME DEPOT DEFENDANT has also imported lighting
10 products manufactured by Zhejiang Klite Lighting Holdings Co. Ltd. since Signify’s
11 acquisition of Zhejiang Klite Lighting Holdings Co. Ltd. See Exhibit 63.

12 **LOWES DEFENDANT’S WILLFUL PATENT INFRINGEMENT**

13 110. PLAINTIFF repeats and realleges paragraphs 1-109 of this Complaint, as if fully
14 set forth herein.

15 111. At least in view of: (1) the written intellectual property Notices being incorporated
16 into the multiple Sales Orders, (2) common agents and knowledge alleged to have been
17 shared among the various Lowe’s subsidiaries (including LOWES DEFENDANT), (3)
18 currently pending litigation against LOWES DEFENDANT involving PLAINTIFF’S
19 PATENT being infringed by a Utilitech product manufactured by Zhejiang Yankon
20 Group, Co. Ltd., (4) cease and desist letters being sent to LOWES DEFENDANT on
21 May 8, 2023 and May 22, 2023, even prior to the Related Suit (see attached Exhibit 54),
22 and (5) the Presentation with patent pending Notices provided to the LOWES
23 DEFENDANT and/or buying staff for LOWES DEFENDANT, PLAINTIFF asserts that
24 LOWES DEFENDANT’S conduct subsequent to receiving at least these Notices and
25 information amounts to egregious and willful patent infringement by LOWES
26 DEFENDANT per 35 U.S. Code § 284.

27 112. PLAINTIFF asserts that LOWES DEFENDANT at least “should have known” of,
28 or acted willfully blind to, PLAINTIFF’S patent and LOWES DEFENDANT’S



1 infringement, by the time the LOWES DEFENDANT began selling their infringing
2 lighting products at least two years after PLAINTIFF provided a presentation to LOWES
3 DEFENDANT on January 15, 2020 (see Exhibit 5).

4 113. Furthermore, considering PLAINTIFF’S patent was pending at the time of the
5 presentation—at least two years before LOWES DEFENDANT began selling LOWES
6 DEFENDANT’S infringing products on or before September 19, 2023 (see Exhibit
7 36)—LOWES DEFENDANT should have known that PLAINTIFF’S PATENT had
8 been issued or was willfully blind to this fact. See, *e.g.*, *Global-Tech Appliances, Inc. v.*
9 *SEB S.A.*, 131 S. Ct. 2060, 2063 (2011), (“The traditional rationale for the [willful
10 blindness] doctrine is that defendants who behave in this manner are just as culpable as
11 those who have actual knowledge”).

12 114. Contextual evidence further supports the LOWES DEFENDANT *should have*
13 *known* of, or was willfully blind to, PLAINTIFF’S patent and LOWES DEFENDANT’S
14 infringement, after the various Notices, and should have known the injuries their pirating
15 activities would cause. For example, LOWES DEFENDANT has extensive patent law
16 experience, since being a party to approximately 100+ patent-related civil actions
17 between the years 2000 and 2023. See, *e.g.*, Exhibit 34, which provides one of three
18 pages of search results from PACER that can be found by searching for “Lowe’s Home
19 Centers” as a party to a civil suit that is of the “Nature” “830” (830 refers to patent-
20 related civil actions).

21 **HOME DEPOT DEFENDANT’S WILLFUL PATENT INFRINGEMENT**

22 115. PLAINTIFF repeats and realleges paragraphs 1-114 of this Complaint, as if fully
23 set forth herein.

24 116. At least in view of: (1) the written intellectual property Notices being incorporated
25 into the multiple of PLAINTIFF’S presentations, and (2) common agents and knowledge
26 shared among the various Home Depot subsidiaries (including HOME DEPOT
27 DEFENDANT, and Home Depot Investment Management (Shanghai) Co., Ltd., d.b.a.,
28 家得宝投资管理（上海）有限公司), PLAINTIFF asserts that HOME DEPOT



1 DEFENDANT’S conduct subsequent to receiving at least these Notices and information
2 amounts to egregious and willful patent infringement by HOME DEPOT DEFENDANT
3 per 35 U.S. Code § 284. See Exhibits 67, 68, and 75.

4 117. PLAINTIFF asserts that HOME DEPOT DEFENDANT at least “should have
5 known” of, or was willfully blind to, PLAINTIFF’S patent by the time the HOME
6 DEPOT DEFENDANT began selling their infringing lighting products at least two years
7 after PLAINTIFF provided presentations to HOME DEPOT DEFENDANT on April 2,
8 2019 and on August 27, 2019, especially considering those presentations expressly
9 indicated that PLAINTIFF’S PATENT was pending (see Exhibits 6 and 7).

10 118. Furthermore, considering PLAINTIFF’S patent was pending at the time of the
11 presentations—at least two years before HOME DEPOT DEFENDANT began selling
12 HOME DEPOT DEFENDANT’S infringing products on or before September 23, 2019
13 (see Exhibit 37)—HOME DEPOT DEFENDANT should have known that
14 PLAINTIFF’S PATENT had been issued or was willfully blind to this fact. See, *e.g.*,
15 *Global-Tech Appliances, Inc. v. SEB S.A.*, 131 S. Ct. 2060, 2063 (2011), (“The
16 traditional rationale for the [willful blindness] doctrine is that defendants who behave in
17 this manner are just as culpable as those who have actual knowledge”).

18 119. PLAINTIFF notes the oldest reviews for HOME DEPOT and LOWES
19 DEFENDANTS’ infringing 6-inch product is by the same user (“raennm1”), the same
20 day, and with the same review content (*e.g.*, images, text, etc.). See, *e.g.*, Exhibits 36
21 and 37. This should *not* be considered a coincidence but, rather, should be considered
22 contextual evidence for a coordinated effort by LOWES DEFENDANT and HOME
23 DEPOT DEFENDANT to infringe PLAINTIFF’S PATENT. However, PLAINTIFF
24 fairly notes that the degree to which infringement-related information was shared (or not
25 shared) exclusively between HOME DEPOT DEFENDANT and LOWES
26 DEFENDANT may not be adequately quantified until more facts are discovered.



1 **INFRINGEMENT OF PLAINTIFF’S PATENT BY DEFENDANTS’ PRODUCTS**

2 120. PLAINTIFF repeats and realleges paragraphs 1-119 of this Complaint, as if fully
3 set forth herein.

4 121. Upon information and belief, on or before September 19, 2023, DEFENDANTS
5 imported and/or sold, in the United States and internationally, DEFENDANTS’
6 infringing lighting products (*e.g.*, see Exhibits 9-16, 35-37, 40-43, and 50) in violation of
7 35 U.S.C. § 271.

8 122. Exhibit 9 provides a screenshot of the HOME DEPOT DEFENDANT’S website,
9 via which a 12-pack of infringing “HALO” products, identified as “Internet #327709196
10 Model #CJB4069FS1EMQR12P”, can be purchased. Exhibit 9 screenshot was captured
11 on or before December 10, 2023.

12 123. Exhibit 10 provides a screenshot of the HOME DEPOT DEFENDANT’S website,
13 via which an infringing “HALO” product, identified as “Internet # 327380367 Model
14 #CJB6099FS1EMQR” can be purchased.

15 124. The infringing product in Exhibit 10, Model #CJB6099FS1EMQR, is also sold by
16 HOME DEPOT DEFENDANT in a 12-pack, as shown in Exhibit 43. The Exhibits 10
17 and 43 are screenshots captured on or before December 10, 2023.

18 125. Exhibits 36 and 37 provide screenshots of the LOWES DEFENDANT’S website,
19 via which an infringing “HALO” product, identified as “Item # 5296062 | Model
20 #CJB6099FS1EMQR” can be purchased. Exhibits 35-37 are screenshots captured on or
21 before December 10, 2023.

22 126. Exhibit 40 provides a screenshot of the AMAZON DEFENDANTS’ website, via
23 which a 12-pack of infringing “HALO” products, identified as “model number
24 CJB6099FS1EMWR-12P” and ASIN (Amazon Specific Identification Number)
25 “B0CCYWF9XH” can be purchased. Exhibit 41 includes screenshots captured on or
26 before December 10, 2023.

27 127. Exhibit 40 indicates AMAZON DEFENDANTS made the aforementioned
28 product, # CJB6099FS1EMWR-12P, first available on July 27, 2023.



1 128. Exhibit 41 provides a screenshot of the AMAZON DEFENDANTS’ website, via
2 which a 12-pack of infringing “HALO” products, identified as “model number
3 CJB4099FS1EMWR-12P” and ASIN (Amazon Specific Identification Number)
4 “B0CCYV17CX” can be purchased. Exhibit 41 includes screenshots captured on or
5 before December 10, 2023.

6 129. Exhibits 41 indicates AMAZON DEFENDANTS made the aforementioned
7 product first available on July 27, 2023.

8 130. Exhibit 50 provides a screenshot of the AMAZON DEFENDANTS’ website, via
9 which the infringing “HALO” product, identified as “model number
10 CJB4099FS1EMWR” and ASIN (Amazon Specific Identification Number)
11 “B0CCYXYFH5” can be purchased. Exhibit 50 includes screenshots captured on or
12 before December 10, 2023.

13 131. Exhibits 50 indicates AMAZON DEFENDANTS made the aforementioned
14 product first available on July 27, 2023.

15 132. Exhibit 42 provides a screenshot of the AMAZON DEFENDANTS’ website, via
16 which the infringing “HALO” product, identified as “model number
17 CJB6099FS1EMWR” and ASIN (Amazon Specific Identification Number)
18 “B0CCYV6B5T” can be purchased. Exhibit 42 includes screenshots captured on or
19 before December 10, 2023.

20 133. Exhibit 42 indicates AMAZON DEFENDANTS made the aforementioned
21 product first available on November 17, 2023.

22 134. Tables 1-10 provide claim mappings between PLAINTIFF’S PATENT CLAIMS
23 and DEFENDANTS’ infringing products.

24 135. Images in the right column of Tables 1, 3, 5, 7, and 9 include photographs of
25 products purchased directly from HOME DEPOT DEFENDANT’S website, and content
26 available through each DEFENDANT’S website.

27 136. Referenced content found in Tables 1, 3, 5, 7, and 9 can be found at the HOME
28 DEPOT DEFENDANT’S website at <https://www.homedepot.com/p/HALO-CJB-6-in-2->



1 [in-1-Installation-LED-Downlight-with-Attached-JBOX-75-Watt-Equivalent-5CCT-900-](#)
2 [Lumen-CJB6099FS1EMWR/327380367.](#)

3 137. Referenced content found in Tables 1, 3, 5, 7, and 9 can also be found at the
4 LOWES DEFENDANT’S website at [https://www.lowes.com/pd/Halo-6-Inch-Round-](https://www.lowes.com/pd/Halo-6-Inch-Round-Direct-Retrofit-Mount-Downlight-JBOX-650-lm-90CRI-5CCT/5014206189)
5 [Direct-Retrofit-Mount-Downlight-JBOX-650-lm-90CRI-5CCT/5014206189.](https://www.lowes.com/pd/Halo-6-Inch-Round-Direct-Retrofit-Mount-Downlight-JBOX-650-lm-90CRI-5CCT/5014206189)

6 138. Referenced content found in Tables 1, 3, 5, 7, and 9 can also be found at the
7 AMAZON DEFENDANT’S website at [https://www.amazon.com/HALO-Recessed-](https://www.amazon.com/HALO-Recessed-Integrated-Downlight-Attached/dp/B0CCYWF9XH)
8 [Integrated-Downlight-Attached/dp/B0CCYWF9XH.](https://www.amazon.com/HALO-Recessed-Integrated-Downlight-Attached/dp/B0CCYWF9XH)

9 139. Referenced content found in Tables 1, 3, 5, 7, and 9, though not verbatim, can be
10 found at the COOPER DEFENDANT’S website at:

11 [https://www.cooperlighting.com/global/brands/halo/10383537/cjb-integrated-jbox-](https://www.cooperlighting.com/global/brands/halo/10383537/cjb-integrated-jbox-downlight)
12 [downlight.](https://www.cooperlighting.com/global/brands/halo/10383537/cjb-integrated-jbox-downlight)

13 140. Images in the right column of Tables 2, 4, 6, 8, and 10 include photographs of
14 products purchased directly from AMAZON DEFENDANTS’ website, and content
15 available through some DEFENDANT’S websites.

16 141. Referenced content found in Tables 2, 4, 6, 8, and 10 can be found at the HOME
17 DEPOT DEFENDANT’S website at [https://www.homedepot.com/p/HALO-CJB-4-in-](https://www.homedepot.com/p/HALO-CJB-4-in-Canless-Downlight-with-attached-JBOX-5CCT-600lm-60-Watt-Equivalent-12-Pack-CJB4069FS1EMW-12PK/327692050)
18 [Canless-Downlight-with-attached-JBOX-5CCT-600lm-60-Watt-Equivalent-12-Pack-](https://www.homedepot.com/p/HALO-CJB-4-in-Canless-Downlight-with-attached-JBOX-5CCT-600lm-60-Watt-Equivalent-12-Pack-CJB4069FS1EMW-12PK/327692050)
19 [CJB4069FS1EMW-12PK/327692050.](https://www.homedepot.com/p/HALO-CJB-4-in-Canless-Downlight-with-attached-JBOX-5CCT-600lm-60-Watt-Equivalent-12-Pack-CJB4069FS1EMW-12PK/327692050)

20 142. Referenced content found in Tables 2, 4, 6, 8, and 10 can be found at the
21 AMAZON DEFENDANTS’ website at [https://www.amazon.com/HALO-Recessed-](https://www.amazon.com/HALO-Recessed-Integrated-Downlight-Attached/dp/B0CCYV17CX)
22 [Integrated-Downlight-Attached/dp/B0CCYV17CX.](https://www.amazon.com/HALO-Recessed-Integrated-Downlight-Attached/dp/B0CCYV17CX)

23 143. Referenced content found in Tables 2, 4, 6, 8, and 10, though not verbatim, can be
24 found at the COOPER DEFENDANT’S website at:

25 [https://www.cooperlighting.com/global/brands/halo/10383537/cjb-integrated-jbox-](https://www.cooperlighting.com/global/brands/halo/10383537/cjb-integrated-jbox-downlight)
26 [downlight.](https://www.cooperlighting.com/global/brands/halo/10383537/cjb-integrated-jbox-downlight)



1 144. TABLE 1 below provides a Claim mapping of Claim 1 from PLAINTIFF’S
 2 PATENT, and illustrates examples of how DEFENDANTS’ product
 3 #CJB6099FS1EMWR infringe at least Claim 1 of PLAINTIFF’S PATENT.

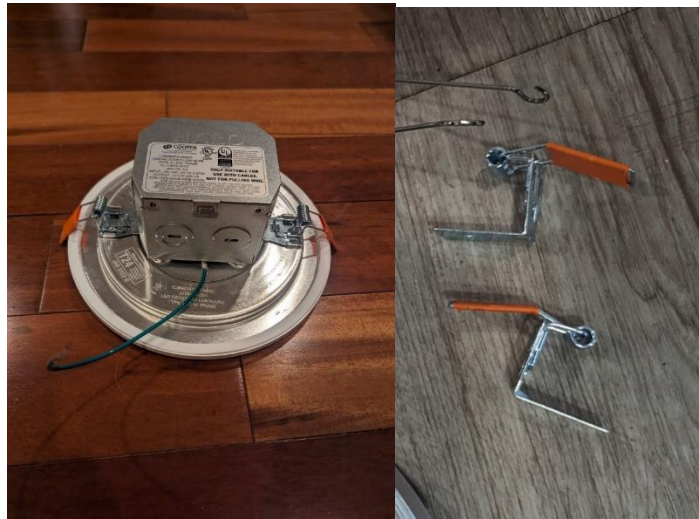
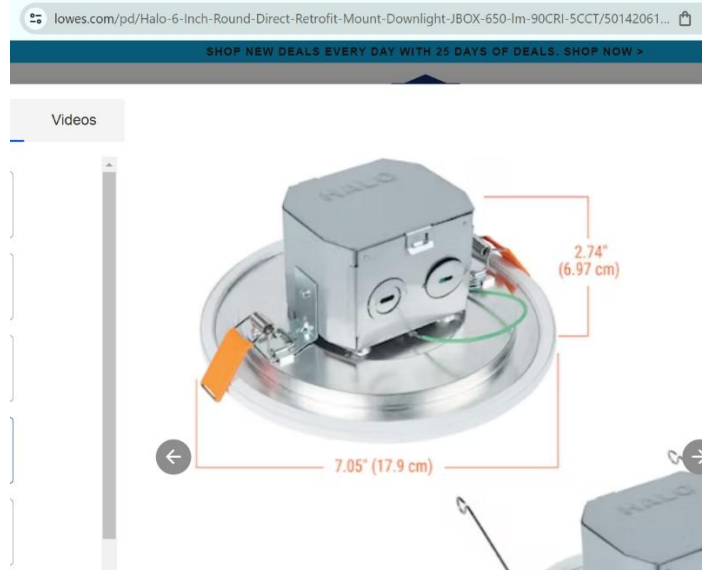
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 5 145. TABLE 1:

<p>6 <u>Claim 1 from the DSAE</u> 7 <u>Patent</u></p>	<p>Images of product and manual for DEFENDANTS’ Item #: CJB6099FS1EMWR</p>
<p>8 9 1. An apparatus to detachably 10 attach an LED light fixture to 11 at least one of a ceiling, and a 12 recessed lighting fixture 13 housing, the apparatus 14 comprises:</p>	<p>See Attached Images.</p>

1 a plurality of retrofit clips
2 (102) adaptable to attach with
3 a body of the LED light
4 fixture by screwing them into
5 a plurality of screw holes
6 (110);



1 a plurality of new
2 construction clips (104);
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1 a plurality of connecting posts
2 (106) to hold the new
3 construction clips (104);
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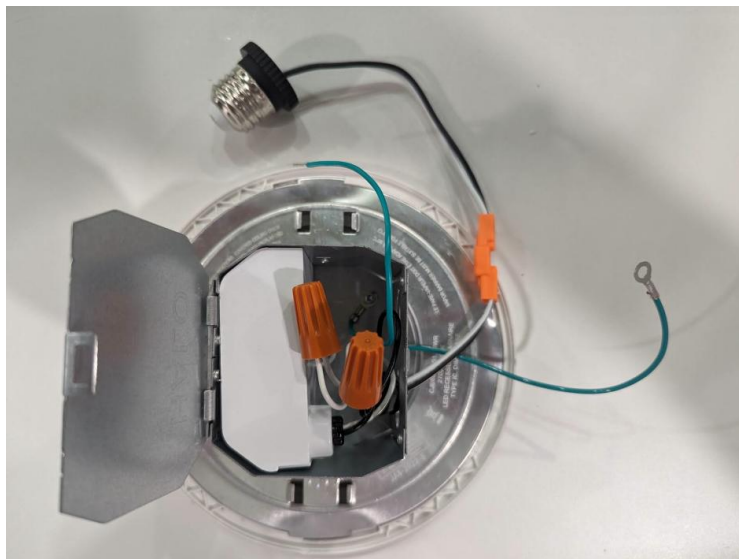


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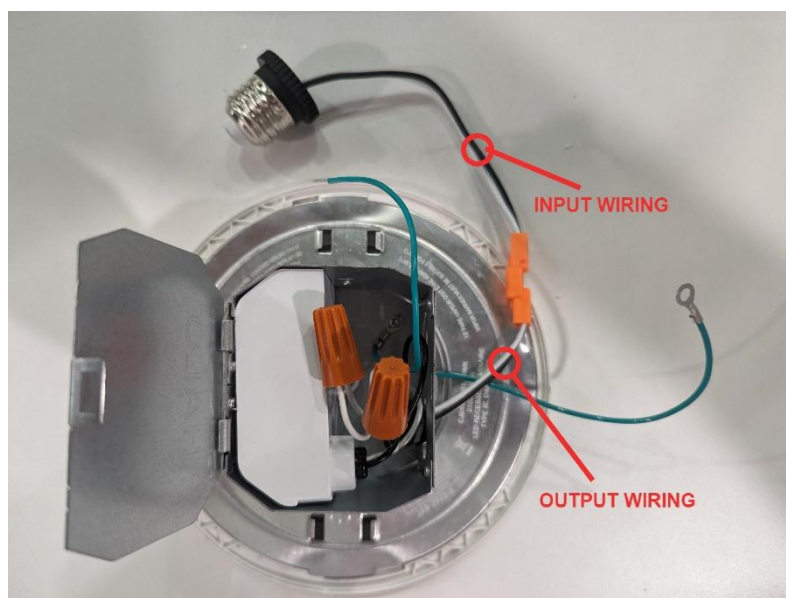
1 a metal housing (108) to
2 embody a complete fixture
3 (112);
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1 a junction box (116) to hold a
2 plurality of connection
3 wirings, wherein the junction
4 box (116) comprises a
5 plurality of output wires; and
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11 a twist connector (118) to
12 attach the output wires of the
13 junction box (116) to the
14 metal housing (108),
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wherein the retrofit clips (102) make a friction fit inside the recessed lighting fixture housing to secure the complete fixture (112) inside,

Retrofit into existing housing



wherein the new construction clips (104) are attached to the connecting posts (106) if the recessed lighting fixture housing is not present.



2 Easy Installation Options!

- Fits into applications with as little as 1.5" plenum clearance
- IC rated, for direct contact with insulation



Canless install anywhere



“HALO simplifies your installation with this 2-in-1 slim downlight. The canless downlight with attached JBOX makes wiring and mounting a breeze. The JBox is attached so no need for

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	<p>additional components, this canless recessed downlight is designed for use in new construction, remodel and retrofit installations.”</p> <p>(See, e.g., https://www.homedepot.com/p/HALO-CJB-6-in-2-in-1-Installation-LED-Downlight-with-Attached-JBOX-75-Watt-Equivalent-5CCT-900-Lumen-CJB6099FS1EMWR/327380367)</p>
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146. TABLE 2 below provides a Claim mapping of Claim 1 from PLAINTIFF’S PATENT, and illustrates examples of how COOPER DEFENDANT’S, HOME DEPOT DEFENDANT’S, and AMAZON DEFENDANTS’ item # CJB4069FS1EMWR infringe at least Claim 1 of PLAINTIFF’S PATENT.

147. TABLE 2:

<u>Claim 1 from the DSAE Patent</u>	Images from product and manual for AMAZON, HOME DEPOT, and COOPER DEFENDANTS’ item #: CJB4069FS1EMWR
1. An apparatus to detachably attach an LED light fixture to at least one of a ceiling, and a recessed lighting fixture housing, the apparatus comprises:	See Attached Images.

1 a plurality of retrofit
2 clips (102) adaptable to
3 attach with a body of
4 the LED light fixture
5 by screwing them into
6 a plurality of screw
7 holes (110);
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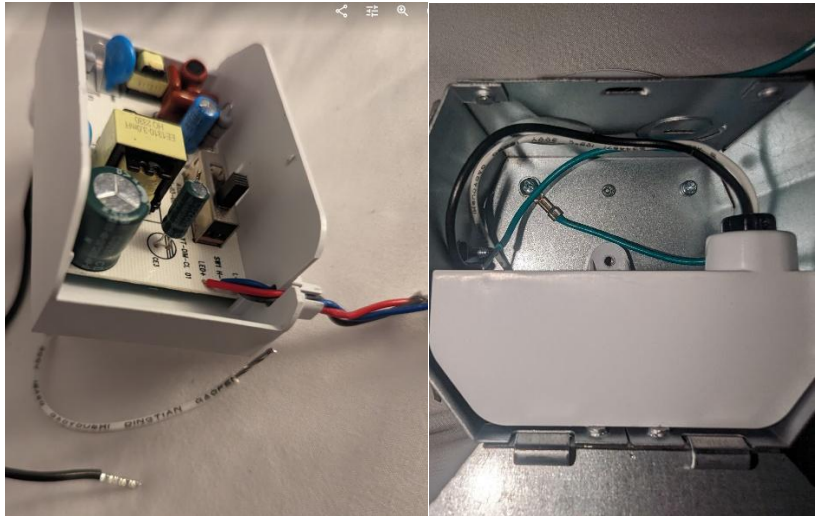
1 a plurality of new
2 construction clips
3 (104);
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20 a plurality of
21 connecting posts (106)
22 to hold the new
23 construction clips
24 (104);
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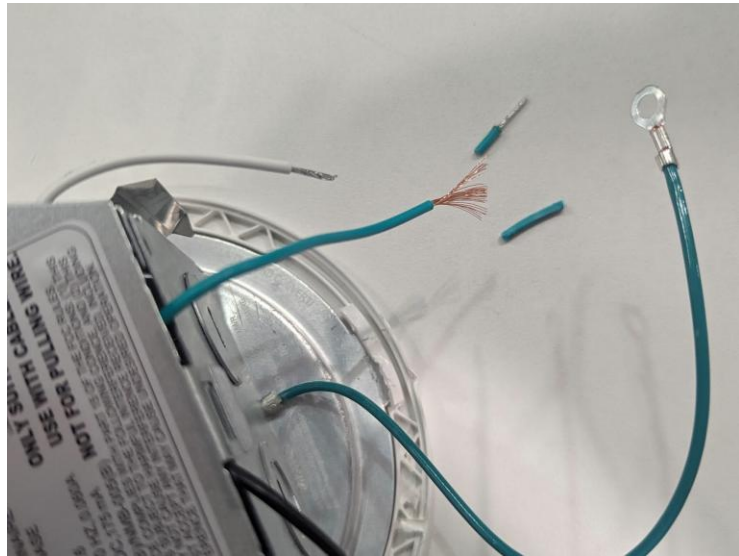
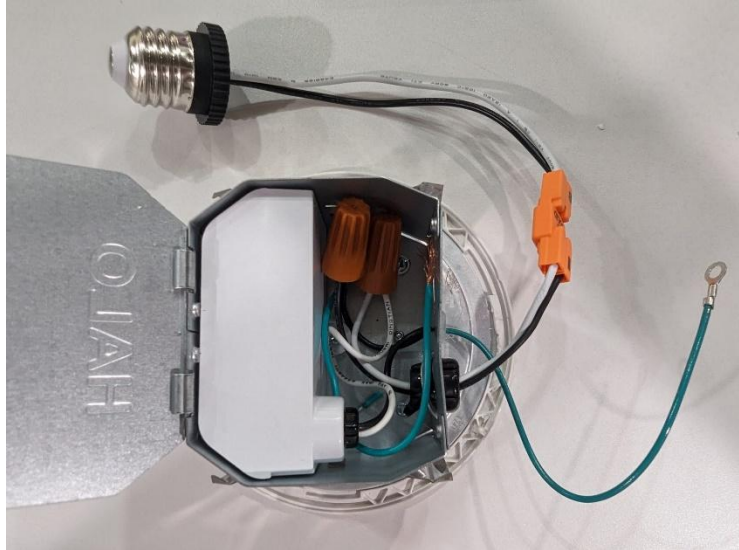


1 a metal housing (108)
2 to embody a complete
3 fixture (112);
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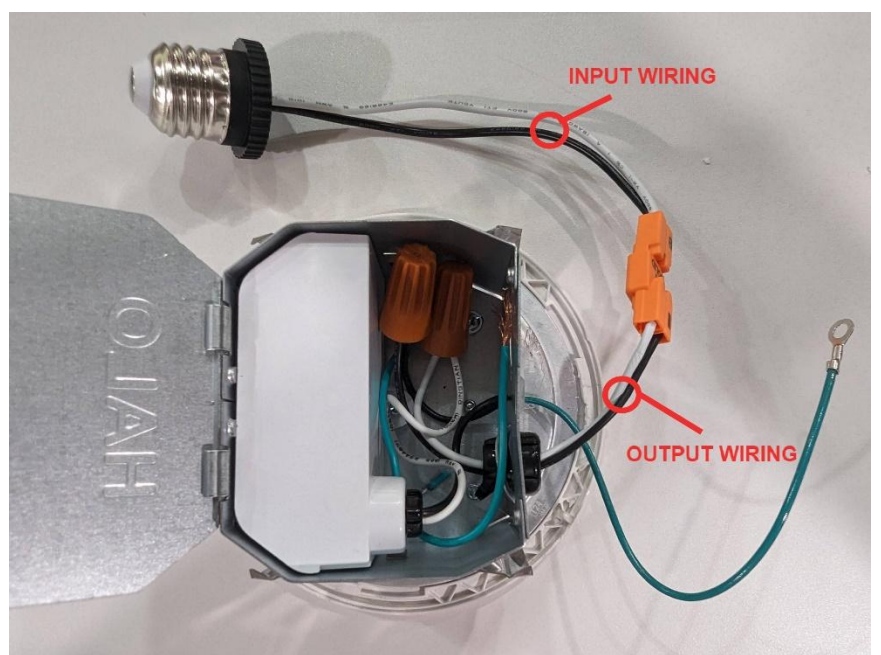


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1 a junction box (116) to
2 hold a plurality of
3 connection wirings,
4 wherein the junction
5 box (116) comprises a
6 plurality of output
7 wires; and
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1 a twist connector (118)
2 to attach the output
3 wires of the junction
4 box (116) to the metal
5 housing (108),
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12
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20 wherein the retrofit
21 clips (102) make a
22 friction fit inside the
23 recessed lighting
24 fixture housing to
25 secure the complete
26 fixture (112) inside,
27
28

Retrofit into existing housing



1 wherein the new
 2 construction clips (104)
 3 are attached to the
 4 connecting posts (106)
 5 if the recessed lighting
 6 fixture housing is not
 7 present.

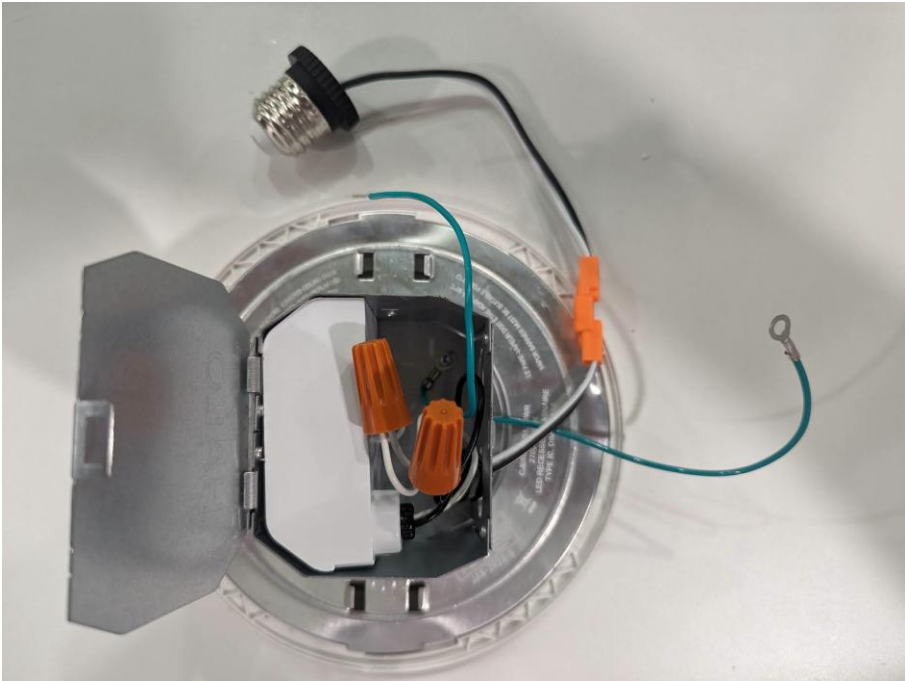


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 12 “HALO simplifies your installation with this 2-in-1 slim
 13 downlight. The canless downlight with attached JBOX
 14 makes wiring and mountin a breeze. The JBox is
 15 attached so no need for additional components, this
 16 canless recessed downlight is designed for use in new
 17 construction, remodel and retrofit installations.” (See
 18 [https://www.homedepot.com/p/HALO-CJB-4-in-2-in-1-
 19 Installation-LED-Downlight-with-Attached-JBOX-
 20 5CCT-600lm-60-Watt-Equivalent-12-Pack-
 21 CJB4069FS1EMWR-12P/327709196#overlay](https://www.homedepot.com/p/HALO-CJB-4-in-2-in-1-Installation-LED-Downlight-with-Attached-JBOX-5CCT-600lm-60-Watt-Equivalent-12-Pack-CJB4069FS1EMWR-12P/327709196#overlay))
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24 148. TABLE 3 below provides a Claim mapping of Claim 2 from PLAINTIFF’S
 25 PATENT, and illustrates examples of how DEFENDANTS’ item # CJB6099FS1EMWR
 26 infringe at least Claim 2 of PLAINTIFF’S PATENT.
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149.

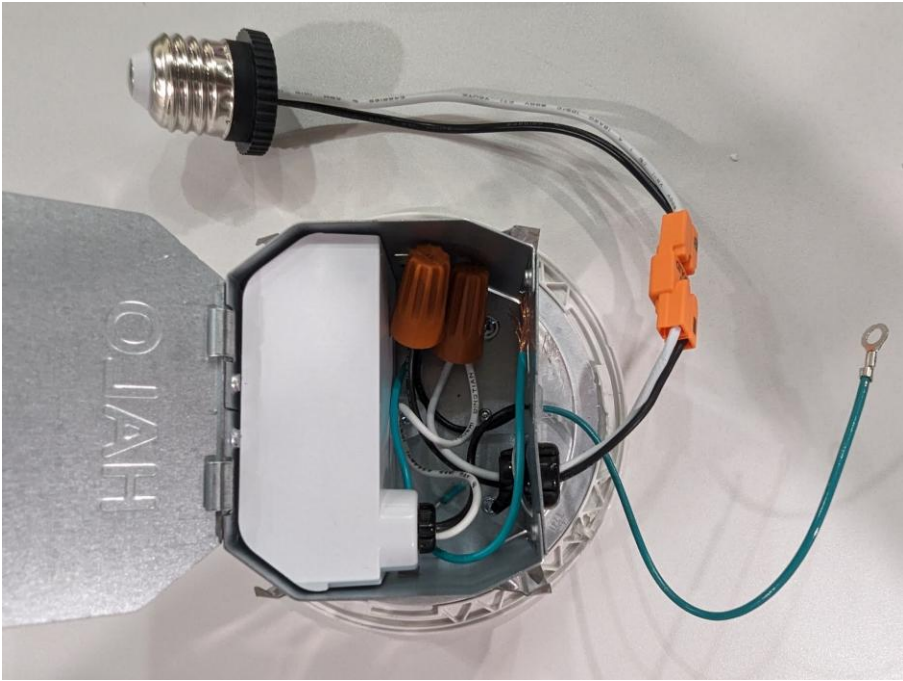

TABLE 3:

<p><u>Claim 2 from</u> <u>PLAINTIFF’S</u> <u>PATENT</u></p>	<p>Images from product and manual for DEFENDANTS’ Item: #CJB6099FS1EMWR</p>
<p>2. The apparatus according to claim 1 comprises a socket adapter (114) to replace a light bulb in the recessed lighting fixture housing.</p>	 <p>ii. E26 Edison screw base adapter Adaptateur pour culot vissé Edison E26 Adaptador Edison E26 con base enroscable</p>

150. TABLE 4 below provides a Claim mapping of Claim 2 from PLAINTIFF’S PATENT, and illustrates examples of how COOPER DEFENDANT’S, HOME DEPOT DEFENDANT’S, and AMAZON DEFENDANTS’ item # CJB4069FS1EMWR infringe at least Claim 2 of PLAINTIFF’S PATENT.

151.


TABLE 4:

<p><u>Claim 2 from</u> <u>PLAINTIFF’S</u> <u>PATENT</u></p>	<p>Images of product and manual for AMAZON, COOPER, and HOME DEPOT DEFENDANTS’ Item: #CJB4069FS1EMWR</p>
<p>2. The apparatus according to claim 1 comprises a socket adapter (114) to replace a light bulb in the recessed lighting fixture housing.</p>	  <p>ii. E26 Edison screw base adapter Adaptateur pour culot vissé Edison E26 Adaptador Edison E26 con base enroscable</p>

152. TABLE 5 below provides a Claim mapping of Claim 3 from PLAINTIFF’S PATENT, and illustrates examples of how DEFENDANTS’ item # CJB6099FS1EMWR infringe at least Claim 3 of PLAINTIFF’S PATENT.

1 153.


TABLE 5:

<p>2 <u>Claim 3 from</u> 3 <u>PLAINTIFF’S</u> 4 <u>PATENT</u></p>	<p>Images of product and manual for DEFENDANTS’ Item: #CJB6099FS1EMWR</p>
<p>5 6 3. The apparatus 7 according to claim 1, 8 wherein the new 9 construction clips (104) 10 squeeze ceiling material 11 placed between the new 12 construction clips (104) 13 and an extremity of the 14 metal housing (108). 15 16 17 18</p>	

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20 154. TABLE 6 below provides a Claim mapping of Claim 3 from PLAINTIFF’S
21 PATENT, and illustrates examples of how COOPER DEFENDANT’S, HOME DEPOT
22 DEFENDANT’S, and AMAZON DEFENDANTS’ item # CJB4069FS1EMWR infringe
23 at least Claim 3 of PLAINTIFF’S PATENT.
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1 155.

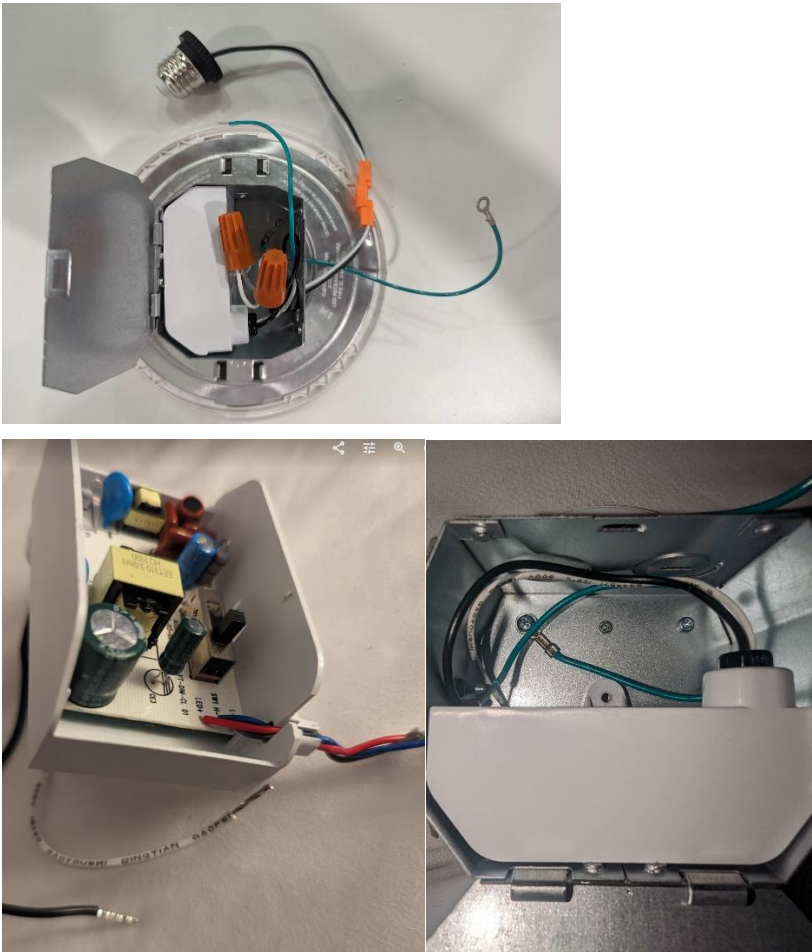
TABLE 6:

<p>2 <u>Claim 3 from</u> 3 <u>PLAINTIFF’S</u> 4 <u>PATENT</u></p>	<p>Images of product and manual for AMAZON, COOPER, and HOME DEPOT DEFENDANTS’ Item: #CJB4069FS1EMWR</p>
<p>5 6 3. The apparatus 7 according to claim 1, 8 wherein the new 9 construction clips (104) 10 squeeze ceiling material 11 placed between the new 12 construction clips (104) 13 and an extremity of the 14 metal housing (108). 15 16 17 18</p>	

19 156. TABLE 7 below provides a Claim mapping of Claim 4 from PLAINTIFF’S
 20 PATENT, and illustrates examples of how DEFENDANTS’ item # CJB6099FS1EMWR
 21 infringe at least Claim 4 of PLAINTIFF’S PATENT.
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TABLE 7:

<p>2 <u>Claim 4 from</u> 3 <u>PLAINTIFF'S</u> 4 <u>PATENT</u></p>	<p>Images of product and manual for DEFENDANTS' Item: #CJB6099FS1EMWR</p>
<p>9 4. The apparatus 10 according to claim 1, 11 wherein the complete 12 fixture (112) comprises 13 a plurality electrical 14 systems, clips, and 15 accessories.</p>	

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158. TABLE 8 below provides a Claim mapping of Claim 4 from PLAINTIFF’S PATENT, and illustrates examples of how COOPER DEFENDANT’S, HOME DEPOT DEFENDANT’S, and AMAZON DEFENDANTS’ item # CJB4069FS1EMWR infringe at least Claim 4 of PLAINTIFF’S PATENT.

159. TABLE 8:

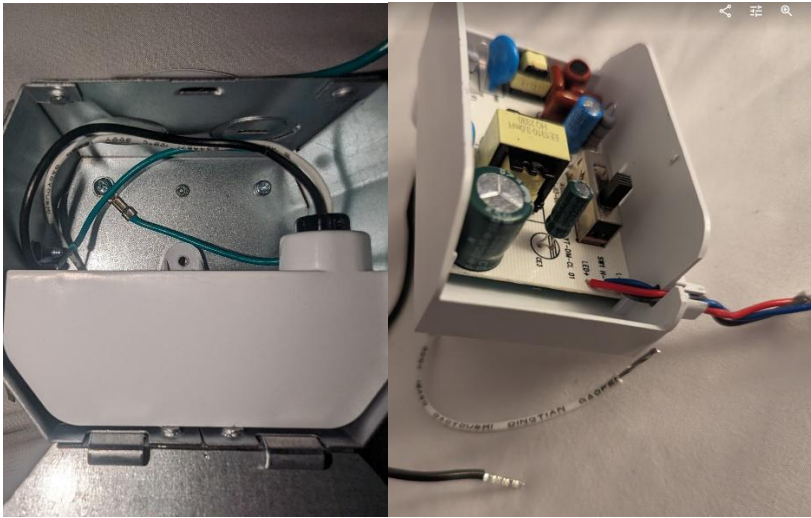
<p><u>Claim 4 from PLAINTIFF’S PATENT</u></p>	<p>Images of product and manual for AMAZON, COOPER, and HOME DEPOT DEFENDANTS’ Item: #CJB4069FS1EMWR</p>
<p>4. The apparatus according to claim 1, wherein the complete fixture (112) comprises a plurality electrical systems, clips, and accessories.</p>	

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160. TABLE 9 below provides a Claim mapping of Claim 5 from PLAINTIFF'S PATENT, and illustrates examples of how DEFENDANTS' item # CJB6099FS1EMWR infringe at least Claim 5 of PLAINTIFF'S PATENT.

161. TABLE 9:

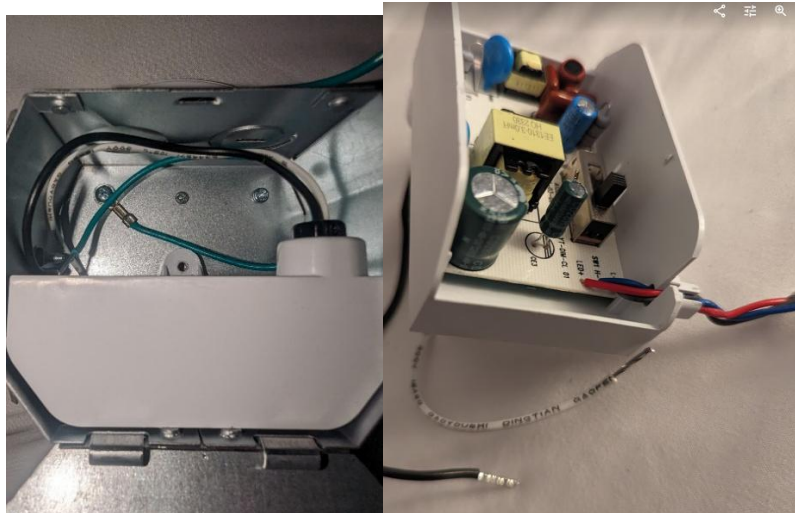
<p><u>Claim 5 from</u> <u>PLAINTIFF'S PATENT</u></p>	<p>Images of product and manual for DEFENDANTS' Item: #CJB6099FS1EMWR</p>
<p>5. The apparatus according to claim 1, wherein the junction box (116) allows an LED driver to be installed and comprises a predefined area to attach a plurality of wires.</p>	

162. TABLE 10 below provides a Claim mapping of Claim 5 from PLAINTIFF'S PATENT, and illustrates examples of how COOPER DEFENDANT'S, HOME DEPOT DEFENDANT'S, and AMAZON DEFENDANTS' item # CJB4069FS1EMWR infringe at least Claim 5 of PLAINTIFF'S PATENT.

163. TABLE 10:

<p><u>Claim 5 from</u> <u>PLAINTIFF'S PATENT</u></p>	<p>Images of product and manual for AMAZON, COOPER, and HOME DEPOT DEFENDANTS' Item: #CJB4069FS1EMWR</p>
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1 5. The apparatus
 2 according to claim 1,
 3 wherein the junction box
 4 (116) allows an LED
 5 driver to be installed and
 6 comprises a predefined
 7 area to attach a plurality
 8 of wires.
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 11
 12 **DAMAGES ATTRIBUTABLE TO COOPER DEFENDANT**

13 164. PLAINTIFF repeats and realleges paragraphs 1-163 of this Complaint, as if fully
 14 set forth herein.

15 165. Upon information and belief, PLAINTIFF has been, and continues to be, damaged
 16 by the unlawful acts of the COOPER DEFENDANT, including, but not limited to, loss
 17 of sales, loss of profits, loss of market share, among other economic hardships.

18 166. PLAINTIFF estimates damages to be at least gross profits on sales of any of the
 19 COOPER DEFENDANT’S lighting products that infringe PLAINTIFF’S PATENT.
 20 PLAINTIFF reasonably estimates COOPER DEFENDANT’S gross profits since
 21 September of 2023 to be \$1,216,800.00, which is based on a reasonable assumption of 6
 22 units of CJB4069FS1EMWR sold per week and 12 units of CJB6099FS1EMWR sold
 23 per week at approximately 4,000 retailers throughout the United States (including
 24 LOWES DEFENDANT, HOME DEPOT DEFENDANT, and AMAZON
 25 DEFENDANTS’ stores and/or warehouses).

26 167. PLAINTIFF estimates additional damages to be a royalty on ongoing sales of any
 27 of the COOPER DEFENDANT’S infringing lighting products during the lifetime of
 28 PLAINTIFF’S PATENT.



1 168. Upon information and belief, COOPER DEFENDANT has infringed, directly,
2 indirectly, and/or by equivalents, PLAINTIFF'S PATENT by using, selling, and offering
3 for sale COOPER DEFENDANT's lighting products from the United States, and
4 importing into the United States, COOPER DEFENDANT'S lighting products that
5 embody each and every claim element of each respective claim of PLAINTIFF'S
6 PATENT, and/or by inducing such infringement.

7 169. Upon information and belief, COOPER DEFENDANT knows of the existence of
8 PLAINTIFF'S PATENT and COOPER DEFENDANT'S infringement, as of any date of
9 service of this Complaint (and possibly before). Therefore, any ongoing acts of
10 infringement are willful and in reckless disregard for PLAINTIFF's rights per
11 PLAINTIFF'S PATENT, without any basis for believing that COOPER DEFENDANT
12 had a right to engage in their otherwise infringing conduct.

13 170. PLAINTIFF has sustained, and is likely to continue sustaining, actual damages
14 due to COOPER DEFENDANT'S infringing activities, including lost sales and reduced
15 market share resulting from COOPER DEFENDANT'S unlawful conduct.

16 171. Unless enjoined by this Court, COOPER DEFENDANT will continue to infringe
17 PLAINTIFF'S PATENT and cause PLAINTIFF to suffer irreparable harm for which
18 there is no adequate remedy at law. PLAINTIFF is thus entitled to an injunction against
19 COOPER DEFENDANT.

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21 **DAMAGES ATTRIBUTABLE TO LOWES DEFENDANT**

22 172. PLAINTIFF repeats and realleges paragraphs 1-171 of this Complaint, as if fully
23 set forth herein.

24 173. Upon information and belief, PLAINTIFF has been, and continues to be, damaged
25 by the unlawful acts of the LOWES DEFENDANT, including, but not limited to, loss of
26 sales, loss of profits, loss of market share, among other economic hardships.

27 174. PLAINTIFF estimates damages to be at least gross profits on sales of any of the
28 LOWES DEFENDANT'S lighting products that infringe PLAINTIFF'S PATENT.



1 PLAINTIFF reasonably estimates LOWES DEFENDANT’S gross profits since
2 September of 2023 to be \$1,567,614.62, which is based on a reasonable assumption of
3 12 units of CJB6099FS1EMWR sold per week at LOWES DEFENDANT’S 1,737 retail
4 stores throughout the United States. See Exhibit 33.

5 175. PLAINTIFF estimates additional damages to be a royalty on ongoing sales of any
6 of the LOWES DEFENDANT’S infringing lighting products during the lifetime of
7 PLAINTIFF’S PATENT.

8 176. Upon information and belief, LOWES DEFENDANT has infringed, directly,
9 indirectly, and/or by equivalents, PLAINTIFF’S PATENT by using, selling, and offering
10 for sale LOWES DEFENDANT’S lighting products that embody each and every claim
11 element of each respective claim of PLAINTIFF’S PATENT, and/or by inducing such
12 infringement.

13 177. Upon information and belief, LOWES DEFENDANT has known of the existence
14 of PLAINTIFF’S PATENT and LOWES DEFENDANT’S infringement. Therefore,
15 their acts of infringement have been, and continue to be, willful and in reckless disregard
16 for the PLAINTIFF’S rights per PLAINTIFF’S PATENT, without any basis for
17 believing that LOWES DEFENDANT had a right to engage in their otherwise infringing
18 conduct.

19 178. PLAINTIFF has sustained, and is likely to continue sustaining, actual damages
20 due to LOWES DEFENDANT’S activities, including lost sales and reduced market
21 share resulting from LOWES DEFENDANT’S infringing conduct.

22 179. Unless enjoined by this Court, LOWES DEFENDANT will continue to infringe
23 PLAINTIFF’S PATENT and cause PLAINTIFF to suffer irreparable harm for which
24 there is no adequate remedy at law. PLAINTIFF is thus entitled to an injunction against
25 LOWES DEFENDANT.



DAMAGES ATTRIBUTABLE TO HOME DEPOT DEFENDANT

180. PLAINTIFF repeats and realleges paragraphs 1-179 of this Complaint, as if fully set forth herein.

181. Upon information and belief, PLAINTIFF has been, and continues to be, damaged by the unlawful acts of the HOME DEPOT DEFENDANT, including, but not limited to, loss of sales, loss of profits, loss of market share, among other economic hardships.

182. PLAINTIFF estimates damages to be at least gross profits on sales of any of the HOME DEPOT DEFENDANT’S lighting products that infringe PLAINTIFF’S PATENT. PLAINTIFF reasonably estimates HOME DEPOT DEFENDANT’S gross profits since September of 2023 to be \$5,102,289.92, which is based on a reasonable assumption of 6 units of CJB4069FS1EMWR sold per week and 12 units of CJB6099FS1EMWR sold per week at HOME DEPOT DEFENDANT’S 2,005 retail stores throughout the United States. See Exhibit 73.

183. PLAINTIFF estimates additional damages to be a royalty on ongoing sales of any of the HOME DEPOT DEFENDANT’S infringing lighting products during the lifetime of PLAINTIFF’S PATENT.

184. Upon information and belief, HOME DEPOT DEFENDANT has infringed, directly, indirectly, and/or by equivalents, PLAINTIFF’S PATENT by using, selling, and offering for sale HOME DEPOT DEFENDANT’S lighting products from the United States, and importing into the United States, HOME DEPOT DEFENDANT’S lighting products that embody each and every claim element of each respective claim of PLAINTIFF’S PATENT, and/or by inducing such infringement.

185. Upon information and belief, HOME DEPOT DEFENDANT has known of the existence of PLAINTIFF’S PATENT and HOME DEPOT DEFENDANT’S infringement. Therefore, their acts of infringement have been, and continue to be, willful and in reckless disregard for the PLAINTIFF’S rights per PLAINTIFF’S PATENT, without any basis for believing that HOME DEPOT DEFENDANT had a right to engage in their otherwise infringing conduct.



1 186. PLAINTIFF has sustained, and is likely to continue sustaining, actual damages
2 due to HOME DEPOT DEFENDANT'S activities, including lost sales and reduced
3 market share resulting from HOME DEPOT DEFENDANT'S infringing conduct.

4 187. Unless enjoined by this Court, HOME DEPOT DEFENDANT'S will continue to
5 infringe PLAINTIFF'S PATENT and cause PLAINTIFF to suffer irreparable harm for
6 which there is no adequate remedy at law. PLAINTIFF is thus entitled to an injunction
7 against HOME DEPOT DEFENDANT.

8 **DAMAGES ATTRIBUTABLE TO AMAZON DEFENDANTS**

9 188. PLAINTIFF repeats and realleges paragraphs 1-187 of this Complaint, as if fully
10 set forth herein.

11 189. Upon information and belief, PLAINTIFF has been, and continues to be, damaged
12 by the unlawful activities of the AMAZON DEFENDANTS, including, but not limited
13 to, loss of sales, loss of profits, loss of market share, among other economic hardships.

14 190. PLAINTIFF estimates damages to be at least gross profits on sales of any of the
15 AMAZON DEFENDANTS' lighting products that infringe PLAINTIFF'S PATENT.
16 PLAINTIFF reasonably estimates AMAZON DEFENDANTS' gross profits since
17 September of 2023 to be \$765,343.49, which is based on AMAZON DEFENDANTS'
18 referral fee percentage of 15% on gross sales of home improvement products, and a
19 volume of sales that is similar to the estimation of HOME DEPOT DEFENDANT'S
20 sales since September 2023. See Exhibit 74.

21 191. PLAINTIFF estimates additional damages to be a royalty on ongoing sales of any
22 of the AMAZON DEFENDANTS' infringing lighting products during the lifetime of
23 PLAINTIFF'S PATENT.

24 192. Upon information and belief, AMAZON DEFENDANTS have infringed, directly,
25 indirectly, and/or by equivalents, PLAINTIFF'S PATENT by using, selling, and offering
26 for sale AMAZON DEFENDANTS' lighting products that embody each and every
27 claim element of each respective claim of PLAINTIFF'S PATENT, and/or by inducing
28 such infringement.



1 193. Upon information and belief, AMAZON DEFENDANTS know of the existence
2 of PLAINTIFF'S PATENT and AMAZON DEFENDANTS' infringement, as of any
3 date of service of this Complaint (and possibly before). Therefore, their ongoing acts of
4 infringement are willful and in reckless disregard for the PLAINTIFF's rights per
5 PLAINTIFF'S PATENT, without any basis for believing that AMAZON
6 DEFENDANTS had a right to engage in the infringing conduct.

7 194. PLAINTIFF has sustained, and is likely to continue sustaining, actual damages
8 due to AMAZON DEFENDANTS' activities, including lost sales and reduced market
9 share resulting from AMAZON DEFENDANTS' infringing conduct.

10 195. Unless enjoined by this Court, AMAZON DEFENDANTS will continue to
11 infringe PLAINTIFF'S PATENT and cause PLAINTIFF to suffer irreparable harm for
12 which there is no adequate remedy at law. PLAINTIFF is thus entitled to an injunction
13 against AMAZON DEFENDANT.

14 **COUNT 1**

15 **(COOPER DEFENDANT'S Infringement of PLAINTIFF'S PATENT)**

16 196. PLAINTIFF repeats and realleges paragraphs 1-195 of this Complaint, as if fully
17 set forth herein.

18 197. PLAINTIFF is the owner of all right, title, and interest in and to the validly issued
19 PLAINTIFF'S PATENT including all rights to enforce PLAINTIFF'S PATENT.

20 198. Upon information and belief, COOPER DEFENDANT has been and is still
21 infringing, directly, indirectly, and/or by equivalents, PLAINTIFF'S PATENT by using,
22 selling, offering for sale from the United States, and/or importing into the United States,
23 including within California State and this District, COOPER DEFENDANT'S infringing
24 products in violation of 35 U.S.C. § 271, and/or by inducing such infringement.

25 199. Upon information and belief, COOPER DEFENDANT'S infringing activities,
26 subsequent to any date of service of this Complaint upon COOPER DEFENDANT, are
27 knowing, intentional, egregious, and willful, per 35 U.S.C. § 284 and *SRI Int'l., Inc. v.*
28 *Cisco Sys., Inc.* (Fed. Cir. 2021).



1 200. COOPER DEFENDANT’S alleged acts of infringement of PLAINTIFF’S
2 PATENT have caused and will continue to cause PLAINTIFF damages for which
3 PLAINTIFF is entitled to fair compensation pursuant to 35 U.S.C. § 284.

4 201. COOPER DEFENDANT’S alleged acts of infringement of PLAINTIFF’S
5 PATENT have caused and will continue to cause PLAINTIFF immediate and irreparable
6 harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. §
7 283.

8 202. This case is exceptional and, therefore, PLAINTIFF is entitled to an award of
9 attorneys’ fees pursuant to 35 U.S.C. § 285.

10 **COUNT 2**

11 **(HOME DEPOT DEFENDANT’S Infringement of PLAINTIFF’S PATENT)**

12 203. PLAINTIFF repeats and realleges paragraphs 1-202 of this Complaint, as if fully
13 set forth herein.

14 204. PLAINTIFF is the owner of all right, title, and interest in and to the validly issued
15 PLAINTIFF’S PATENT including all rights to enforce PLAINTIFF’S PATENT.

16 205. Upon information and belief, HOME DEPOT DEFENDANT has been and is still
17 infringing, directly, indirectly, and/or by equivalents, PLAINTIFF’S PATENT by using,
18 selling, offering for sale from the United States, and/or importing into the United States,
19 including within California State and this District, HOME DEPOT DEFENDANT’S
20 infringing products in violation of 35 U.S.C. § 271, and/or by inducing such
21 infringement.

22 206. Upon information and belief, HOME DEPOT DEFENDANT’S infringing
23 activities have been, and continue to be knowing, intentional, egregious, and willful, per
24 35 U.S.C. § 284 and *SRI Int’l., Inc. v. Cisco Sys., Inc.* (Fed. Cir. 2021).

25 207. HOME DEPOT DEFENDANT’S alleged acts of infringement of PLAINTIFF’S
26 PATENT have caused and will continue to cause PLAINTIFF damages for which
27 PLAINTIFF is entitled to compensation pursuant to 35 U.S.C. § 284.



1 208. HOME DEPOT DEFENDANT’S alleged acts of infringement of PLAINTIFF’S
2 PATENT have caused and will continue to cause PLAINTIFF immediate and irreparable
3 harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. §
4 283.

5 209. This case is exceptional and, therefore, PLAINTIFF is entitled to an award of
6 attorneys’ fees pursuant to 35 U.S.C. § 285.

7 **COUNT 3**

8 **(LOWES DEFENDANT’S Infringement of PLAINTIFF’S PATENT)**

9 210. PLAINTIFF repeats and realleges paragraphs 1-209 of this Complaint, as if fully
10 set forth herein.

11 211. PLAINTIFF is the owner of all right, title, and interest in and to the validly issued
12 PLAINTIFF’S PATENT including all rights to enforce PLAINTIFF’S PATENT.

13 212. Upon information and belief, LOWES DEFENDANT has been and is still
14 infringing, directly, indirectly, and/or by equivalents, PLAINTIFF’S PATENT by using,
15 selling, offering for sale from the United States, and/or importing into the United States,
16 including within California State and this District, LOWES DEFENDANT’S infringing
17 products in violation of 35 U.S.C. § 271, and/or by inducing such infringement.

18 213. Upon information and belief, LOWES DEFENDANT’S infringing activities have
19 been, and continue to be knowing, intentional, egregious, and willful, per 35 U.S.C. §
20 284 and *SRI Int’l, Inc. v. Cisco Sys., Inc.* (Fed. Cir. 2021).

21 214. LOWES DEFENDANT’S alleged acts of infringement of PLAINTIFF’S
22 PATENT have caused and will continue to cause PLAINTIFF damages for which
23 PLAINTIFF is entitled to compensation pursuant to 35 U.S.C. § 284.

24 215. LOWES DEFENDANT’S alleged acts of infringement of PLAINTIFF’S
25 PATENT have caused and will continue to cause PLAINTIFF immediate and irreparable
26 harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. §
27 283.



1 216. This case is exceptional and, therefore, PLAINTIFF is entitled to an award of
2 attorneys' fees pursuant to 35 U.S.C. § 285.

3 **COUNT 4**

4 **(AMAZON DEFENDANTS' Infringement of PLAINTIFF'S PATENT)**

5 217. PLAINTIFF repeats and realleges paragraphs 1-216 of this Complaint, as if fully
6 set forth herein.

7 218. PLAINTIFF is the owner of all right, title, and interest in and to the validly issued
8 PLAINTIFF'S PATENT including all rights to enforce PLAINTIFF'S PATENT.

9 219. Upon information and belief, AMAZON DEFENDANTS have been and are still
10 infringing, directly, indirectly, and/or by equivalents, PLAINTIFF'S PATENT by using,
11 selling, offering for sale from the United States, and/or importing into the United States,
12 including within California State and this District, AMAZON DEFENDANTS'
13 infringing products in violation of 35 U.S.C. § 271, and/or by inducing such
14 infringement.

15 220. Upon information and belief, AMAZON DEFENDANTS' infringing activities,
16 subsequent to any date of service of this Complaint upon the AMAZON
17 DEFENDANTS', are knowing, intentional, egregious, and willful, per 35 U.S.C. § 284
18 and *SRI Int'l., Inc. v. Cisco Sys., Inc.* (Fed. Cir. 2021).

19 221. AMAZON DEFENDANTS' alleged acts of infringement of PLAINTIFF'S
20 PATENT have caused and will continue to cause PLAINTIFF damages for which
21 PLAINTIFF is entitled to compensation pursuant to 35 U.S.C. § 284.

22 222. AMAZON DEFENDANTS' alleged acts of infringement of PLAINTIFF'S
23 PATENT have caused and will continue to cause PLAINTIFF immediate and irreparable
24 harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. §
25 283.

26 223. This case is exceptional and, therefore, PLAINTIFF is entitled to an award of
27 attorneys' fees pursuant to 35 U.S.C. § 285.



1 **WHEREFORE**, Plaintiff requests judgment against DEFENDANTS as follows:

2 **(as regarding ALL COUNTS ...)**

3 1. Adjudging, finding, and declaring that each DEFENDANT’S lighting products
4 have and do infringe, directly, indirectly, and/or by equivalents, PLAINTIFF’S
5 PATENT, in violation of 35 U.S.C. § 271, and/or that each respective DEFENDANT is
6 otherwise liable as an infringer of PLAINTIFF’S PATENT pursuant to 35 U.S.C. §§
7 271(a), 271(b), and/or 271(c);

8 2. Granting an injunction and permanently enjoining each DEFENDANT and each
9 DEFENDANT’S employees, agents, officers, servants, directors, attorneys, successors,
10 affiliates, subsidiaries, and assigns, and all of those in active concert and participation
11 with any of the foregoing persons or entities from infringing PLAINTIFF’S PATENT,
12 including all making, using, importing, advertising, offering for sale and selling each
13 DEFENDANT’S infringing lighting products on any online shopping platforms, any
14 online sales platform, as well as others distributing or selling each DEFENDANT’S
15 infringing lighting products to the public and/or retailers, permanently remove from their
16 respective platforms any and all sales pages illustrating, featuring, mentioning, selling,
17 offering for sale each DEFENDANT’S lighting products, or any other relevant products,
18 pursuant to 35 U.S.C. §283;

19 3. Ordering each DEFENDANT to account for all sales (domestically and
20 internationally), revenues, profits, and expenses, and ordering each DEFENDANT to
21 compensate PLAINTIFF for each respective DEFENDANT’S wrongful gains and in
22 furtherance of deterrence, and/or otherwise pay actual and compensatory damages
23 adequate to compensate PLAINTIFF for each respective DEFENDANT’S infringement
24 of PLAINTIFF’S PATENT, with pre-judgment and post-judgment interest and costs,
25 pursuant to 35 U.S.C. § 284;

26 4. Ordering those damages, attributable to any one or more DEFENDANTS’ willful
27 and egregious infringing activities, be increased in an amount up to three times the
28

1 actual amount attributable to those one or more DEFENDANTS, at least as a deterrence,
2 pursuant to 35 U.S.C. § 284 and per *SRI Int'l., Inc. v. Cisco Sys., Inc.* (Fed. Cir. 2021).

3 5. Declaring this case exceptional and awarding PLAINTIFF its reasonable
4 attorneys' fees, pursuant to 35 U.S.C. §285.

5 6. Ordering each DEFENDANT to provide PLAINTIFF with sufficient information
6 to determine any past and/or present source of manufacturing, any suppliers, and any
7 distributors of each respective DEFENDANT'S lighting products;

8 7. Ordering each DEFENDANT to provide PLAINTIFF with sufficient information
9 to determine details regarding communications, relevant decisions for action, and/or
10 inaction with respect to infringing PLAINTIFF'S PATENT, manufacturing each
11 DEFENDANT'S lighting products, importing each DEFENDANT'S lighting products,
12 and/or otherwise making each DEFENDANT'S lighting products available for purchase;

13 8. Ordering each DEFENDANT to provide PLAINTIFF with sufficient information
14 to determine details regarding relevant communications, purchases, cancelations, and/or
15 agreements between any DEFENDANTS, and/or between any DEFENDANT and any
16 other entity that manufactured, shipped, imported, sold, retailed, tested, and/or otherwise
17 facilitated causing any DEFENDANT'S infringing lighting products to be at any
18 DEFENDANT'S stores and/or warehouses.

19 9. Ordering each DEFENDANT to pay for expenses incurred by PLAINTIFF for
20 and associated with monitoring the DEFENDANT'S infringing activities, and
21 interacting with the DEFENDANT, their agents, and any other persons or entities to
22 identify, prove, and/or prevent the DEFENDANT'S infringing activities.

23 10. An order requiring each DEFENDANT to pay enhanced damages, as a deterrence,
24 due to each DEFENDANT'S egregious and willful acts per 35 U.S.C. § 284 and *SRI*
25 *Int'l., Inc. v. Cisco Sys., Inc.* (Fed. Cir. 2021).

26 11. An order directing each DEFENDANT issue a signed, written apology to
27 PLAINTIFF.

28 12. Awarding any such other and further relief as this Court deems just and proper.



JURY DEMAND

Pursuant to Fed. R. Civ. P. 38 and L. R. 38-1, Plaintiff demands a trial by jury on all issues so triable.

Dated: December 21, 2023

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