

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SNAPRAYS, LLC DBA SNAPPOWER,
a Utah limited liability company,

Plaintiff,

v.

AMERICAN TACK & HARDWARE CO.
INC., a New York corporation,

Defendant.

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

Case No.

Plaintiff SnapRays, LLC (“Plaintiff” or “SnapPower”) files this complaint for patent infringement against Defendant American Tack & Hardware Co. Inc. (“Defendant” or “AmerTac”) and alleges as follows:

NATURE OF THE ACTION

1. In this action, SnapPower seeks injunctive and monetary relief for acts of patent infringement arising out of the Patent Laws of the United States, 35 U.S.C. § 271 *et al.*

THE PARTIES

2. SnapPower is a Utah company with a principal place of business at 426 East 1750 North Unit D, Vineyard, Utah 84057.

3. Defendant AmerTac is a New York corporation with a Texas office at 14330 Midway Road #117, Dallas TX 75244.

JURISDICTION AND VENUE

4. This action arises under the Patent Laws of the United States, 35 U.S.C. §§ 101, 271 *et al.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338.

5. The Court has personal jurisdiction over the parties, and venue in this judicial district is proper under 28 U.S.C. §§ 1391 and 1400.

6. This Court has specific personal jurisdiction over Defendant AmerTac because, on information and belief, AmerTac has engaged in commercial business and acts of infringement in this district. The Contact page on AmerTac’s website identifies its business location at 14330 Midway Road as its “Texas Office.”

Texas Office

14330 Midway Road #117
Dallas, TX 75244

Call: (610) 336-1330 or toll free (800) 527-0195
Monday-Thursday: 8AM - 4:30PM EST
Friday: 7AM - 3:30PM EST

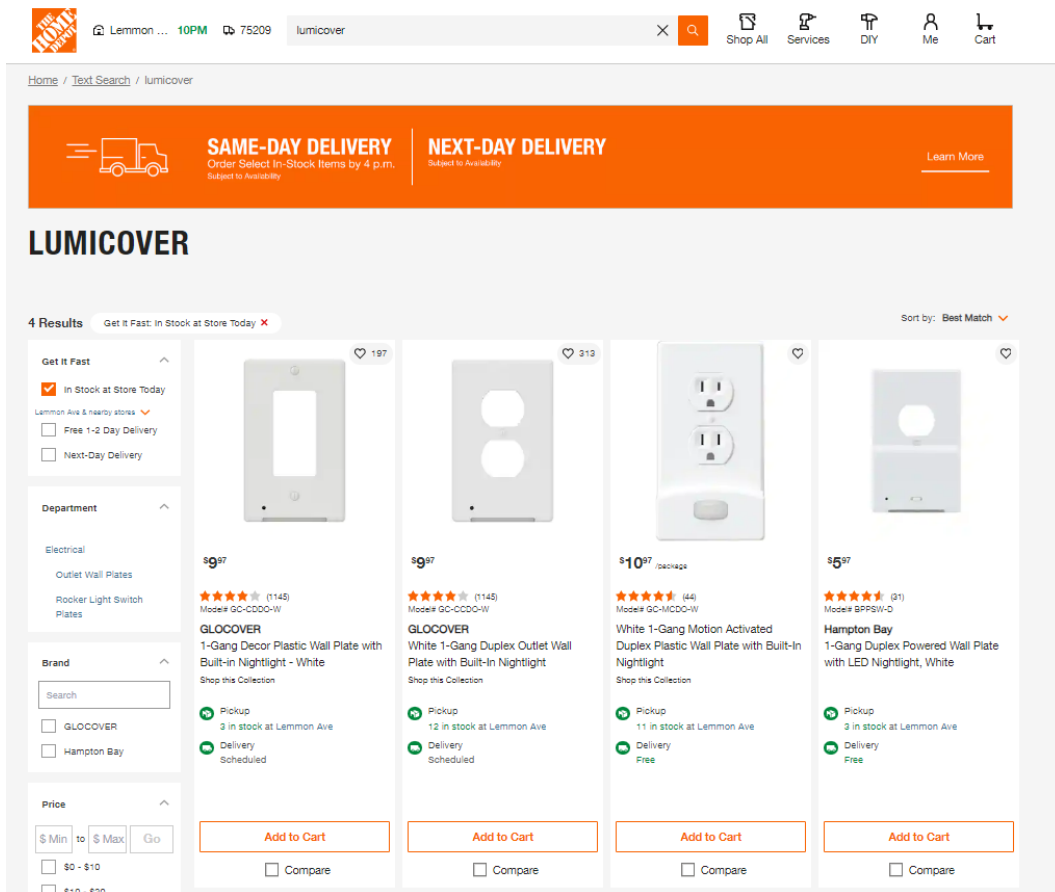
Fax: (610) 336-1336
Email: CustomerService@amertac.com

7. While pursuing an administrative proceeding in 2023 in the U.S. Customs office against AmerTac regarding patent infringement by AmerTac’s Accused Products (defined

below), AmerTac’s principal Dan Rego reached out to SnapPower by email from AmerTac’s Texas Office to discuss the proceeding.

8. Defendant AmerTac has a regular established place of business in Texas and performs acts of infringement (including *e.g.* importing, using, making, selling, offering to sell the Accused Products) in Texas.

9. AmerTac imports, offers to sell, and sells the Accused Products to customers in this district, including The Home Depot (“Depot”). AmerTac imports the Accused Products for Depot and sells the Accused Products to customers in this district, including the Accused Products as shown below to Depot’s store at 6110 Lemmon Ave, Dallas, TX 75209.



10. Venue is proper pursuant to 28 U.S.C. §§ 1400(b) and 1391(b) because this district is both a district where AmerTac resides and a district where AmerTac has committed acts of infringement and has a regular and established place of business. AmerTac has a principal place of business in Dallas, Texas, and conducts acts of infringement in this district. AmerTac is an entity that can sue and be sued in its own name and is subject to personal jurisdiction in this district as alleged above.

PLAINTIFF AND ITS RIGHTS

11. Powered cover plates are electrical outlet covers with built-in functionality, including LED lighting and a light sensor or USB chargers, that transform electrical outlets into nightlights or chargers in a safe, sleek, easy-to-install manner while leaving the electrical outlets free for use with other devices. The products were invented by SnapPower, a dynamic startup company founded in 2012.

12. SnapPower developed its products from the ground up. SnapPower's products include powered electrical outlet covers with electrical loads that perform functions, such as LED lighting, light sensors, and USB chargers. The products accomplish all of these functions while not impeding access to the electrical outlets themselves.



13. SnapPower's innovations have been recognized by the United States Patent and Trademark Office ("USPTO") through the issuance of numerous patents owned by SnapPower. SnapPower's products have been featured in numerous media outlets and publications, including without limitation *Forbes*, *Gizmodo*, *c|net*, the *Today* show, *BuzzFeed*, and *Better Homes and Gardens*. For example, SnapPower's GuideLight (an exemplary embodiment of SnapPower's own patented technology) received voluminous praise from consumers and industry:

- "After Guidelight, night-lights may never be the same again." *c|net*.
- "should eventually be standard in every home" *Gizmodo*
- "This has got to be one of the more brilliant (pun intended) inventions of recent memory" *ProTool Reviews*
- "Snap Power Builds a Better Night-Light." *Forbes*
- "This project is going absolutely bonkers on Kickstarter" *Business Insider*
- "These plate designs seem too good to be true." *www.engineering.com*
- *International Builders Show* awarded the Guidelight "Overall Best in Show" and "Best Indoor Living Product" in 2015.
- *Handy Magazine* awarded the Guidelight one of 10 Innovation Awards in 2014.
- "A powerful invention, indeed." *Chicago Tribune*, 2016.
- *This Old House* named SnapPower's Guidelight as one of the "Top 100 New Home Products in 2014."

14. On May 19, 2015, the United States Patent and Trademark Office ("USPTO") duly and lawfully issued U.S. Patent No. 9,035,180 (the '180 Patent) to SnapPower, a copy of which is attached as **Exhibit 1**. The '180 Patent issued from an application filed on October 29, 2013, that was a continuation in part of an application filed on May 2, 2012, and claims priority to provisional applications filed on August 1, 2011, October 30, 2012, March 12, 2013, and June

19, 2013. The USPTO reexamined claims 1-3, 5-7, and 11-16 of the '180 Patent (Reexam Control No. 90/014,021) and on July 30, 2018, issued a reexamination certificate confirming the patentability of all reexamined claims. SnapPower is the assignee and sole owner of the '180 Patent.

15. On February 20, 2018, the USPTO duly and lawfully issued U.S. Patent No. 9,899,814 (the '814 Patent) to SnapPower, a copy of which is attached as **Exhibit 2**. The '814 Patent issued from an application filed on April 12, 2017, and claims priority through a chain of continuation applications to provisional applications filed on August 1, 2011, October 30, 2012, March 12, 2013, and June 19, 2013. SnapPower is the assignee and sole owner of the '814 Patent.

16. On October 23, 2018, the USPTO duly and lawfully issued U.S. Patent No. 10,109,945 (the '945 Patent) to SnapPower, a copy of which is attached as **Exhibit 3**. The '945 Patent issued from an application filed on January 12, 2018, and claims priority to provisional applications filed on February 17, 2017, June 21, 2017, and July 24, 2017. SnapPower is the assignee and sole owner of the '945 Patent.

17. On August 6, 2019, the USPTO duly and lawfully issued U.S. Patent No. 10,373,773 (the '773 Patent) to SnapPower, a copy of which is attached as **Exhibit 4**. The '773 Patent issued from an application filed on January 10, 2019, and claims priority through a chain of continuation applications to provisional applications filed on February 17, 2017, June 21, 2017, and July 24, 2017. SnapPower is the assignee and sole owner of the '773 Patent.

18. On August 13, 2019, the USPTO duly and lawfully issued U.S. Patent No. 10,381,788 (the '788 Patent) to SnapPower, a copy of which is attached as **Exhibit 5**. The '788 Patent issued from an application filed on January 10, 2019, and claims priority through a chain

of continuation applications to multiple provisional applications including those filed on August 1, 2011, October 30, 2012, March 12, 2013, and June 19, 2013. SnapPower is the assignee and sole owner of the '788 Patent.

19. On August 13, 2019, the USPTO duly and lawfully issued U.S. Patent No. 10,381,789 (the '789 Patent) to SnapPower, a copy of which is attached as **Exhibit 6**. The '789 Patent issued from an application filed on January 10, 2019, and claims priority through a chain of continuation applications to multiple provisional applications including those filed on August 1, 2011, October 30, 2012, March 12, 2013, and June 19, 2013. SnapPower is the assignee and sole owner of the '789 Patent.

20. On September 3, 2019, the USPTO duly and lawfully issued U.S. Patent No. 10,404,045 (the '045 Patent) to SnapPower, a copy of which is attached as **Exhibit 7**. The '045 Patent issued from an application filed on March 13, 2018, and claims priority through a chain of continuation applications to multiple provisional applications including those filed on August 1, 2011, October 30, 2012, March 12, 2013. SnapPower is the assignee and sole owner of the '788 Patent.

21. SnapPower marks its products with patent markings to provide notice to the public of its patent rights, including via its patent marking webpage (<https://www.snappower.com/pages/patents>) for the '180 Patent, the '814 Patent, the '945 Patent, the '773 Patent, the '788 Patent, the '789 Patent, and the '045 Patent (together the "Asserted Patents") among other SnapPower patents, pursuant to 35 U.S.C. § 287.

22. As SnapPower's products began to succeed in the market, SnapPower experienced increasing pressure from unfair competition that copied SnapPower's marketing materials, designs, and patented inventions. On June 20, 2018, SnapPower filed a Section 337









complaint in the U.S. International Trade Commission (“ITC”). The Section 337 investigation proceeded through an evidentiary hearing on patent validity on April 8-9, 2019, following which the ALJ determined that SnapPower’s asserted patents were valid and infringed resulting in a violation of section 337. The ITC approved those findings and, on June 11, 2020, issued a general exclusion order (“GEO”) pursuant to 19 U.S.C. § 1337(d) that products infringing the asserted patent claims are excluded from entry into the United States.

23. After the GEO issued, on information and belief, AmerTac continued to import the Accused Products. In 2023, SnapPower sought a determination from U.S. Customs and Border Protection (“CBP”) that the Accused Products were banned from importation into the United States by the GEO. After an *inter partes* administrative proceeding in which AmerTac participated fully, CBP issued a Ruling Letter (HQ H334472) confirming that the Accused Products of AmerTac are excluded from importation into the United States by the GEO.

24. Defendant AmerTac nonetheless continues to make, use, offer to sell, and sell the Accused Products in the United States, infringing SnapPower’s Asserted Patents.

DEFENDANT’S UNLAWFUL ACTIVITIES

25. Defendant, together with its affiliates, agents, suppliers, and customers, has made, imported, used, offered, and sold powered cover plates that infringe SnapPower’s Asserted Patents, including exemplary LumiCover and GloCover products shown below and products of substantially equivalent structure and function (“Accused Products”), and has induced and/or contributed knowingly to others making, importing, using, offering, and selling powered cover plates (also included in “Accused Products”).

Brand	Title	Image	
Lumicover	Nightlight Wallplate		
Lumicover	Power Failure Light		
Lumicover	USB Charger Wallplate		
GloCover	Nightlight Wallplate		



26. Defendant designed and used the Accused Products to seek certification of the Accused Products from Intertek under the standards for Cover Plates for flush-mounted wiring devices (UL-514D) using the trade names Amertac, Amerelle, Sp™, allen + roth, and Westek, in order to import, offer to sell, and sell the Accused Products in the United States.

27. Defendant designed the Accused Products and caused Ningbo Diya Electric Appliance Co. Ltd to seek certification of the Accused Products from Intertek under the standards for Cover Plates for flush-mounted wiring devices (UL-514D) using the trade names SP™, DIYA, and Westek in order to import, offer to sell, and sell the Accused Products in the United States.

28. Defendant has promoted and sold the Accused Products in this district on its own websites and those of its affiliates, including <https://www.amertac.com>, <https://amerellewallplates.com/> and <https://westeklighting.com/>.

29. Defendant has promoted and sold the Accused Products through ecommerce platforms, including Amazon.com, and has induced Defendant's affiliates to do the same.

30. Defendant has promoted and sold the Accused Products through wholesale sales and distribution to retail outlets nationwide, including in this district, including through

brochures and sales representatives, as illustrated in the following selection from Defendant's Westek Lighting Catalog 2022.



31. Defendant has promoted and sold the Accused Products through retail outlets nationwide, including in this district, including *e.g.* The Home Depot, Lowes, Walmart, and Ace Hardware.

32. After the USITC entered the GEO, SnapPower sent a letter to AmerTac showing how AmerTac's Accused Products violated the GEO. In the same letter, SnapPower notified AmerTac that its Accused Products violated the '180 Patent, the '814 Patent, the '945 Patent, the '773 Patent, the '788 Patent, and the '789 Patent. AmerTac never responded to that letter. As shown by continued sales to retail outlets nationwide, including *e.g.* The Home Depot, Lowes, Walmart, and Ace Hardware, AmerTac has continued to import and sell the Accused Products in the United States in willful violation of SnapPower's Asserted Patents.

33. Potential SnapPower customers, including nationwide retail outlets, have turned away SnapPower's business because Defendant and/or an affiliate of Defendant is supplying them with the Accused Products. SnapPower has suffered lost profits as a consequence of

Defendant's infringement. As a result of Defendant's wrongful acts, SnapPower has suffered, and will continue to suffer, irreparable injury in the form of lost customers, lost revenue, and loss of market position, as well as injury to its reputation as an innovator and leader in the development of powered cover plates for which SnapPower has no adequate remedy at law. No monetary remedy alone can adequately compensate SnapPower for the harm Defendant's wrongful acts have caused SnapPower's business and reputation, and for the harm that SnapPower will suffer if Defendant is not enjoined from its wrongful acts.

COUNT I

Infringement of the '180 Patent

34. SnapPower repeats and realleges each allegation above as if fully set forth herein.

35. AmerTac, together with its affiliates, has made, imported, used, offered, and sold Accused Products, including the LumiCover and GloCover products, in the United States that directly infringe one or more claims of the '180 Patent pursuant to 35 U.S.C. § 271, literally or under the doctrine of equivalents.

36. The infringed claims of the '180 Patent include at least independent claim 11, as well as other claims that depend from claim 11. A claim chart identifying all elements of an exemplary asserted claim of the '180 Patent in an exemplary Accused Product is attached as **Exhibit 8**.

37. Because Defendant's Accused Products practice all elements of the asserted claims of the '180 Patent, AmerTac infringes the asserted claims of the '180 Patent, literally or under the doctrine of equivalents, in this district and elsewhere, by, among other things, making, using, offering, selling, and importing the Accused Products.

38. In or about October 2020, SnapPower notified Defendant that the Accused Products infringed the '180 Patent. AmerTac did not respond.

39. Although AmerTac has contended generally that its Accused Products do not infringe SnapPower's Patents, AmerTac did not rebut or otherwise respond to the specific allegation made by SnapPower that all elements of at least one claim of the '180 Patent are present in the Accused Products.

40. Accordingly, since at least October 2020, AmerTac elected to continue infringing the '180 Patent without a good faith basis to deny infringement.

41. AmerTac's acts of making, having made, importing, using, offering to sell, and/or selling the Accused Products have been without the permission, consent, authorization or license of SnapPower.

42. In addition to directly infringing the '180 Patent pursuant to 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents, or both, AmerTac indirectly infringes the asserted claims of the '180 Patent by instructing, directing, and/or requiring others, including its affiliates, its wholesale customers such as The Home Depot, and purchasers of the Accused Products, to make, use, import, sell, or offer to sell the Accused Products.

43. SnapPower is not aware of any uses of the Accused Products except in connection with all the elements of the asserted claims of the '180 Patent.

44. Upon information and belief, AmerTac has contributed to the infringement of the '180 Patent pursuant to 35 U.S.C. § 271(c) by selling or offering to sell the Accused Products, which have no substantial non-infringing use and constitute a material part of the claimed invention, knowing that such Accused Products have no substantial use other than a use that

directly infringes, either literally or under the doctrine of equivalents, the asserted claims of the '180 Patent.

45. Upon information and belief, AmerTac has induced and continues to induce infringement of the '180 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing, and/or requiring others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to make, use, sell, offer to sell, or import the Accused Products knowing that such acts if taken would infringe the '180 Patent.

46. AmerTac knew or was willfully blind to the fact that it was contributing to and inducing infringement by others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, who were practicing one or more claims of the '180 Patent.

47. AmerTac knowingly and actively aided and abetted the direct infringement of the '180 Patent by instructing and encouraging others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to purchase, make, use, and sell the Accused Products as intended, knowing that such actions if taken would infringe. Such instructions and encouragement include, but are not limited to, advising third parties to purchase and use the Accused Product in an infringing manner, providing a mechanism through which third parties may infringe the '180 Patent, and by advertising and promoting the use of the Accused Products in an infringing manner, and distributing guidelines and instructions to third parties on how to purchase and use the Accused Products in an infringing manner.

48. AmerTac's infringement, direct or indirect, is willful, wanton, and deliberate, permitting enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred under 35 U.S.C. § 285.

49. Upon information and belief, AmerTac will continue to infringe the '180 Patent unless and until it is enjoined by this Court.

50. AmerTac has caused and will continue to cause SnapPower irreparable injury and damage by infringing the '180 Patent. SnapPower will suffer further injury unless and until AmerTac is enjoined from infringing the '180 Patent.

51. AmerTac's infringement of the '180 Patent has injured and continues to injure SnapPower in an amount to be proven at trial, including lost profits.

COUNT II

Infringement of the '814 Patent

52. SnapPower repeats and realleges each allegation above as if fully set forth herein.

53. AmerTac, together with its affiliates, has made, imported, used, offered, and sold Accused Products, including the LumiCover and GloCover products, in the United States that directly infringe one or more claims of the '814 Patent pursuant to 35 U.S.C. § 271, literally or under the doctrine of equivalents.

54. The infringed claims of the '814 Patent include at least independent claim 1, as well as other claims that depend from claim 1. A claim chart identifying all elements of an exemplary asserted claim of the '814 Patent in an exemplary Accused Product is attached as **Exhibit 9**.

55. Because Defendant's Accused Products practice all elements of the asserted claims of the '814 Patent, AmerTac infringes the asserted claims of the '814 Patent, literally or under the doctrine of equivalents, in this district and elsewhere, by, among other things, making, using, offering, selling, and importing the Accused Products.

56. In or about October 2020, SnapPower notified Defendant that the Accused Products infringed the '814 Patent. AmerTac did not respond.

57. Although AmerTac has contended generally that its Accused Products do not infringe SnapPower's Patents, AmerTac did not rebut or otherwise respond to the specific allegation made by SnapPower that all elements of at least one claim of the '814 Patent are present in the Accused Products.

58. Accordingly, since at least October 2020, AmerTac elected to continue infringing the '814 Patent without a good faith basis to deny infringement.

59. AmerTac's acts of making, having made, importing, using, offering to sell, and/or selling the Accused Products have been without the permission, consent, authorization or license of SnapPower.

60. In addition to directly infringing the '814 Patent pursuant to 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents, or both, AmerTac indirectly infringes the asserted claims of the '814 Patent by instructing, directing, and/or requiring others, including its affiliates, its wholesale customers such as The Home Depot, and purchasers of the Accused Products, to make, use, import, sell, or offer to sell the Accused Products.

61. SnapPower is not aware of any uses of the Accused Products except in connection with all the elements of the asserted claims of the '814 Patent.

62. Upon information and belief, AmerTac has contributed to the infringement of the '814 Patent pursuant to 35 U.S.C. § 271(c) by selling or offering to sell the Accused Products, which have no substantial non-infringing use and constitute a material part of the claimed invention, knowing that such Accused Products have no substantial use other than a use that

directly infringes, either literally or under the doctrine of equivalents, the asserted claims of the '814 Patent.

63. Upon information and belief, AmerTac has induced and continues to induce infringement of the '814 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing, and/or requiring others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to make, use, sell, offer to sell, or import the Accused Products knowing that such acts if taken would infringe the '814 Patent.

64. AmerTac knew or was willfully blind to the fact that it was contributing to and inducing infringement by others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, who were practicing one or more claims of the '814 Patent.

65. AmerTac knowingly and actively aided and abetted the direct infringement of the '814 Patent by instructing and encouraging others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to purchase, make, use, and sell the Accused Products as intended, knowing that such actions if taken would infringe. Such instructions and encouragement include, but are not limited to, advising third parties to purchase and use the Accused Product in an infringing manner, providing a mechanism through which third parties may infringe the '814 Patent, and by advertising and promoting the use of the Accused Products in an infringing manner, and distributing guidelines and instructions to third parties on how to purchase and use the Accused Products in an infringing manner.

66. AmerTac's infringement, direct or indirect, is willful, wanton, and deliberate, permitting enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred under 35 U.S.C. § 285.

67. Upon information and belief, AmerTac will continue to infringe the '814 Patent unless and until it is enjoined by this Court.

68. AmerTac has caused and will continue to cause SnapPower irreparable injury and damage by infringing the '814 Patent. SnapPower will suffer further injury unless and until AmerTac is enjoined from infringing the '814 Patent.

69. AmerTac's infringement of the '814 Patent has injured and continues to injure SnapPower in an amount to be proven at trial, including lost profits.

COUNT III

Infringement of the '945 Patent

70. SnapPower repeats and realleges each allegation above as if fully set forth herein.

71. AmerTac, together with its affiliates, has made, imported, used, offered, and sold Accused Products, including the LumiCover and GloCover products, in the United States that directly infringe one or more claims of the '945 Patent pursuant to 35 U.S.C. § 271, literally or under the doctrine of equivalents.

72. The infringed claims of the '945 Patent include at least independent claims 1 and 8, as well as other claims that depend from claims 1 and 8. A claim chart identifying all elements of an exemplary asserted claim of the '945 Patent in an exemplary Accused Product is attached as **Exhibit 10**.

73. Because Defendant's Accused Products practice all elements of the asserted claims of the '945 Patent, AmerTac infringes the asserted claims of the '945 Patent, literally or under the doctrine of equivalents, in this district and elsewhere, by, among other things, making, using, offering, selling, and importing the Accused Products.

74. In or about October 2020, SnapPower notified Defendant that the Accused Products infringed the '945 Patent. AmerTac did not respond.

75. Although AmerTac has contended generally that its Accused Products do not infringe SnapPower's Patents, AmerTac did not rebut or otherwise respond to the specific allegation made by SnapPower that all elements of at least one claim of the '945 Patent are present in the Accused Products.

76. Accordingly, since at least October 2020, AmerTac elected to continue infringing the '945 Patent without a good faith basis to deny infringement.

77. AmerTac's acts of making, having made, importing, using, offering to sell, and/or selling the Accused Products have been without the permission, consent, authorization or license of SnapPower.

78. In addition to directly infringing the '945 Patent pursuant to 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents, or both, AmerTac indirectly infringes the asserted claims of the '945 Patent by instructing, directing, and/or requiring others, including its affiliates, its wholesale customers such as The Home Depot, and purchasers of the Accused Products, to make, use, import, sell, or offer to sell the Accused Products.

79. SnapPower is not aware of any uses of the Accused Products except in connection with all the elements of the asserted claims of the '945 Patent.

80. Upon information and belief, AmerTac has contributed to the infringement of the '945 Patent pursuant to 35 U.S.C. § 271(c) by selling or offering to sell the Accused Products, which have no substantial non-infringing use and constitute a material part of the claimed invention, knowing that such Accused Products have no substantial use other than a use that

directly infringes, either literally or under the doctrine of equivalents, the asserted claims of the '945 Patent.

81. Upon information and belief, AmerTac has induced and continues to induce infringement of the '945 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing, and/or requiring others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to make, use, sell, offer to sell, or import the Accused Products knowing that such acts if taken would infringe the '945 Patent.

82. AmerTac knew or was willfully blind to the fact that it was contributing to and inducing infringement by others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, who were practicing one or more claims of the '945 Patent.

83. AmerTac knowingly and actively aided and abetted the direct infringement of the '945 Patent by instructing and encouraging others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to purchase, make, use, and sell the Accused Products as intended, knowing that such actions if taken would infringe. Such instructions and encouragement include, but are not limited to, advising third parties to purchase and use the Accused Product in an infringing manner, providing a mechanism through which third parties may infringe the '945 Patent, and by advertising and promoting the use of the Accused Products in an infringing manner, and distributing guidelines and instructions to third parties on how to purchase and use the Accused Products in an infringing manner.

84. AmerTac's infringement, direct or indirect, is willful, wanton, and deliberate, permitting enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred under 35 U.S.C. § 285.

85. Upon information and belief, AmerTac will continue to infringe the '945 Patent unless and until it is enjoined by this Court.

86. AmerTac has caused and will continue to cause SnapPower irreparable injury and damage by infringing the '945 Patent. SnapPower will suffer further injury unless and until AmerTac is enjoined from infringing the '945 Patent.

87. AmerTac's infringement of the '945 Patent has injured and continues to injure SnapPower in an amount to be proven at trial, including lost profits.

COUNT IV

Infringement of the '773 Patent

88. SnapPower repeats and realleges each allegation above as if fully set forth herein.

89. AmerTac, together with its affiliates, has made, imported, used, offered, and sold Accused Products, including the LumiCover and GloCover products, in the United States that directly infringe one or more claims of the '773 Patent pursuant to 35 U.S.C. § 271, literally or under the doctrine of equivalents.

90. The infringed claims of the '773 Patent include at least independent claims 1, 11, and 17, as well as other claims that depend from claims 1, 11, and 17. A claim chart identifying all elements of an exemplary asserted claim of the '773 Patent in an exemplary Accused Product is attached as **Exhibit 11**.

91. Because Defendant's Accused Products practice all elements of the asserted claims of the '773 Patent, AmerTac infringes the asserted claims of the '773 Patent, literally or under the doctrine of equivalents, in this district and elsewhere, by, among other things, making, using, offering, selling, and importing the Accused Products.

92. In or about October 2020, SnapPower notified Defendant that the Accused Products infringed the '773 Patent. AmerTac did not respond.

93. Although AmerTac has contended generally that its Accused Products do not infringe SnapPower's Patents, AmerTac did not rebut or otherwise respond to the specific allegation made by SnapPower that all elements of at least one claim of the '773 Patent are present in the Accused Products.

94. Accordingly, since at least October 2020, AmerTac elected to continue infringing the '773 Patent without a good faith basis to deny infringement.

95. AmerTac's acts of making, having made, importing, using, offering to sell, and/or selling the Accused Products have been without the permission, consent, authorization or license of SnapPower.

96. In addition to directly infringing the '773 Patent pursuant to 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents, or both, AmerTac indirectly infringes the asserted claims of the '773 Patent by instructing, directing, and/or requiring others, including its affiliates, its wholesale customers such as The Home Depot, and purchasers of the Accused Products, to make, use, import, sell, or offer to sell the Accused Products.

97. SnapPower is not aware of any uses of the Accused Products except in connection with all the elements of the asserted claims of the '773 Patent.

98. Upon information and belief, AmerTac has contributed to the infringement of the '773 Patent pursuant to 35 U.S.C. § 271(c) by selling or offering to sell the Accused Products, which have no substantial non-infringing use and constitute a material part of the claimed invention, knowing that such Accused Products have no substantial use other than a use that

directly infringes, either literally or under the doctrine of equivalents, the asserted claims of the '773 Patent.

99. Upon information and belief, AmerTac has induced and continues to induce infringement of the '773 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing, and/or requiring others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to make, use, sell, offer to sell, or import the Accused Products knowing that such acts if taken would infringe the '773 Patent.

100. AmerTac knew or was willfully blind to the fact that it was contributing to and inducing infringement by others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, who were practicing one or more claims of the '773 Patent.

101. AmerTac knowingly and actively aided and abetted the direct infringement of the '773 Patent by instructing and encouraging others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to purchase, make, use, and sell the Accused Products as intended, knowing that such actions if taken would infringe. Such instructions and encouragement include, but are not limited to, advising third parties to purchase and use the Accused Product in an infringing manner, providing a mechanism through which third parties may infringe the '773 Patent, and by advertising and promoting the use of the Accused Products in an infringing manner, and distributing guidelines and instructions to third parties on how to purchase and use the Accused Products in an infringing manner.

102. AmerTac's infringement, direct or indirect, is willful, wanton, and deliberate, permitting enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred under 35 U.S.C. § 285.

103. Upon information and belief, AmerTac will continue to infringe the '773 Patent unless and until it is enjoined by this Court.

104. AmerTac has caused and will continue to cause SnapPower irreparable injury and damage by infringing the '773 Patent. SnapPower will suffer further injury unless and until AmerTac is enjoined from infringing the '773 Patent.

105. AmerTac's infringement of the '773 Patent has injured and continues to injure SnapPower in an amount to be proven at trial, including lost profits.

COUNT V

Infringement of the '788 Patent

106. SnapPower repeats and realleges each allegation above as if fully set forth herein.

107. AmerTac, together with its affiliates, has made, imported, used, offered, and sold Accused Products, including the LumiCover and GloCover products, in the United States that directly infringe one or more claims of the '788 Patent pursuant to 35 U.S.C. § 271, literally or under the doctrine of equivalents.

108. The infringed claims of the '788 Patent include at least independent claims 1 and 12, as well as other claims that depend from claims 1 and 12. A claim chart identifying all elements of an exemplary asserted claim of the '788 Patent in an exemplary Accused Product is attached as **Exhibit 12**.

109. Because Defendant's Accused Products practice all elements of the asserted claims of the '788 Patent, AmerTac infringes the asserted claims of the '788 Patent, literally or under the doctrine of equivalents, in this district and elsewhere, by, among other things, making, using, offering, selling, and importing the Accused Products.

110. In or about October 2020, SnapPower notified Defendant that the Accused Products infringed the '788 Patent. AmerTac did not respond.

111. Although AmerTac has contended generally that its Accused Products do not infringe SnapPower's Patents, AmerTac did not rebut or otherwise respond to the specific allegation made by SnapPower that all elements of at least one claim of the '788 Patent are present in the Accused Products.

112. Accordingly, since at least October 2020, AmerTac elected to continue infringing the '788 Patent without a good faith basis to deny infringement.

113. AmerTac's acts of making, having made, importing, using, offering to sell, and/or selling the Accused Products have been without the permission, consent, authorization or license of SnapPower.

114. In addition to directly infringing the '788 Patent pursuant to 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents, or both, AmerTac indirectly infringes the asserted claims of the '788 Patent by instructing, directing, and/or requiring others, including its affiliates, its wholesale customers such as The Home Depot, and purchasers of the Accused Products, to make, use, import, sell, or offer to sell the Accused Products.

115. SnapPower is not aware of any uses of the Accused Products except in connection with all the elements of the asserted claims of the '788 Patent.

116. Upon information and belief, AmerTac has contributed to the infringement of the '788 Patent pursuant to 35 U.S.C. § 271(c) by selling or offering to sell the Accused Products, which have no substantial non-infringing use and constitute a material part of the claimed invention, knowing that such Accused Products have no substantial use other than a use that

directly infringes, either literally or under the doctrine of equivalents, the asserted claims of the '788 Patent.

117. Upon information and belief, AmerTac has induced and continues to induce infringement of the '788 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing, and/or requiring others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to make, use, sell, offer to sell, or import the Accused Products knowing that such acts if taken would infringe the '788 Patent.

118. AmerTac knew or was willfully blind to the fact that it was contributing to and inducing infringement by others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, who were practicing one or more claims of the '788 Patent.

119. AmerTac knowingly and actively aided and abetted the direct infringement of the '788 Patent by instructing and encouraging others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to purchase, make, use, and sell the Accused Products as intended, knowing that such actions if taken would infringe. Such instructions and encouragement include, but are not limited to, advising third parties to purchase and use the Accused Product in an infringing manner, providing a mechanism through which third parties may infringe the '788 Patent, and by advertising and promoting the use of the Accused Products in an infringing manner, and distributing guidelines and instructions to third parties on how to purchase and use the Accused Products in an infringing manner.

120. AmerTac's infringement, direct or indirect, is willful, wanton, and deliberate, permitting enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred under 35 U.S.C. § 285.

121. Upon information and belief, AmerTac will continue to infringe the '788 Patent unless and until it is enjoined by this Court.

122. AmerTac has caused and will continue to cause SnapPower irreparable injury and damage by infringing the '788 Patent. SnapPower will suffer further injury unless and until AmerTac is enjoined from infringing the '788 Patent.

123. AmerTac's infringement of the '788 Patent has injured and continues to injure SnapPower in an amount to be proven at trial, including lost profits.

COUNT VI

Infringement of the '789 Patent

124. SnapPower repeats and realleges each allegation above as if fully set forth herein.

125. AmerTac, together with its affiliates, has made, imported, used, offered, and sold Accused Products, including the LumiCover and GloCover products, in the United States that directly infringe one or more claims of the '789 Patent pursuant to 35 U.S.C. § 271, literally or under the doctrine of equivalents.

126. The infringed claims of the '789 Patent include at least independent claims 1, 9, and 20, as well as other claims that depend from claims 1, 9, and 20. A claim chart identifying all elements of an exemplary asserted claim of the '789 Patent in an exemplary Accused Product is attached as **Exhibit 13**.

127. Because Defendant's Accused Products practice all elements of the asserted claims of the '789 Patent, AmerTac infringes the asserted claims of the '789 Patent, literally or under the doctrine of equivalents, in this district and elsewhere, by, among other things, making, using, offering, selling, and importing the Accused Products.

128. In or about October 2020, SnapPower notified Defendant that the Accused Products infringed the '789 Patent. AmerTac did not respond.

129. Although AmerTac has contended generally that its Accused Products do not infringe SnapPower's Patents, AmerTac did not rebut or otherwise respond to the specific allegation made by SnapPower that all elements of at least one claim of the '789 Patent are present in the Accused Products.

130. Accordingly, since at least October 2020, AmerTac elected to continue infringing the '789 Patent without a good faith basis to deny infringement.

131. AmerTac's acts of making, having made, importing, using, offering to sell, and/or selling the Accused Products have been without the permission, consent, authorization or license of SnapPower.

132. In addition to directly infringing the '789 Patent pursuant to 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents, or both, AmerTac indirectly infringes the asserted claims of the '789 Patent by instructing, directing, and/or requiring others, including its affiliates, its wholesale customers such as The Home Depot, and purchasers of the Accused Products, to make, use, import, sell, or offer to sell the Accused Products.

133. SnapPower is not aware of any uses of the Accused Products except in connection with all the elements of the asserted claims of the '789 Patent.

134. Upon information and belief, AmerTac has contributed to the infringement of the '789 Patent pursuant to 35 U.S.C. § 271(c) by selling or offering to sell the Accused Products, which have no substantial non-infringing use and constitute a material part of the claimed invention, knowing that such Accused Products have no substantial use other than a use that

directly infringes, either literally or under the doctrine of equivalents, the asserted claims of the '789 Patent.

135. Upon information and belief, AmerTac has induced and continues to induce infringement of the '789 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing, and/or requiring others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to make, use, sell, offer to sell, or import the Accused Products knowing that such acts if taken would infringe the '789 Patent.

136. AmerTac knew or was willfully blind to the fact that it was contributing to and inducing infringement by others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, who were practicing one or more claims of the '789 Patent.

137. AmerTac knowingly and actively aided and abetted the direct infringement of the '789 Patent by instructing and encouraging others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to purchase, make, use, and sell the Accused Products as intended, knowing that such actions if taken would infringe. Such instructions and encouragement include, but are not limited to, advising third parties to purchase and use the Accused Product in an infringing manner, providing a mechanism through which third parties may infringe the '789 Patent, and by advertising and promoting the use of the Accused Products in an infringing manner, and distributing guidelines and instructions to third parties on how to purchase and use the Accused Products in an infringing manner.

138. AmerTac's infringement, direct or indirect, is willful, wanton, and deliberate, permitting enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred under 35 U.S.C. § 285.

139. Upon information and belief, AmerTac will continue to infringe the '789 Patent unless and until it is enjoined by this Court.

140. AmerTac has caused and will continue to cause SnapPower irreparable injury and damage by infringing the '789 Patent. SnapPower will suffer further injury unless and until AmerTac is enjoined from infringing the '789 Patent.

141. AmerTac's infringement of the '789 Patent has injured and continues to injure SnapPower in an amount to be proven at trial, including lost profits.

COUNT VII

Infringement of the '045 Patent

142. SnapPower repeats and realleges each allegation above as if fully set forth herein.

143. AmerTac, together with its affiliates, has made, imported, used, offered, and sold Accused Products, including the LumiCover and GloCover products, in the United States that directly infringe one or more claims of the '045 Patent pursuant to 35 U.S.C. § 271, literally or under the doctrine of equivalents.

144. The infringed claims of the '045 Patent include at least independent claims 1, 10, and 15, as well as other claims that depend from claims 1, 10, and 15. A claim chart identifying all elements of an exemplary asserted claim of the '045 Patent in an exemplary Accused Product is attached as **Exhibit 14**.

145. Because Defendant's Accused Products practice all elements of the asserted claims of the '045 Patent, AmerTac infringes the asserted claims of the '045 Patent, literally or under the doctrine of equivalents, in this district and elsewhere, by, among other things, making, using, offering, selling, and importing the Accused Products.

146. Prior to the filing of this action, AmerTac had actual or constructive knowledge of the '045 Patent through the patent marking of SnapPower's products and/or through AmerTac's knowledge of SnapPower's patents.

147. Prior to the filing of this action, AmerTac knew or should have known that the Accused Products infringe the '045 Patent. Yet AmerTac elected to continue infringing the '045 Patent without a good faith basis to deny infringement.

148. AmerTac's acts of making, having made, importing, using, offering to sell, and/or selling the Accused Products have been without the permission, consent, authorization or license of SnapPower.

149. In addition to directly infringing the '045 Patent pursuant to 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents, or both, AmerTac indirectly infringes the asserted claims of the '045 Patent by instructing, directing, and/or requiring others, including its affiliates, its wholesale customers such as The Home Depot, and purchasers of the Accused Products, to make, use, import, sell, or offer to sell the Accused Products.

150. SnapPower is not aware of any uses of the Accused Products except in connection with all the elements of the asserted claims of the '045 Patent.

151. Upon information and belief, AmerTac has contributed to the infringement of the '045 Patent pursuant to 35 U.S.C. § 271(c) by selling or offering to sell the Accused Products, which have no substantial non-infringing use and constitute a material part of the claimed invention, knowing that such Accused Products have no substantial use other than a use that directly infringes, either literally or under the doctrine of equivalents, the asserted claims of the '045 Patent.

152. Upon information and belief, AmerTac has induced and continues to induce infringement of the '045 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing, and/or requiring others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to make, use, sell, offer to sell, or import the Accused Products knowing that such acts if taken would infringe the '045 Patent.

153. AmerTac knew or was willfully blind to the fact that it was contributing to and inducing infringement by others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, who were practicing one or more claims of the '045 Patent.

154. AmerTac knowingly and actively aided and abetted the direct infringement of the '045 Patent by instructing and encouraging others, including AmerTac's affiliates, AmerTac's customers including The Home Depot, and purchasers of the Accused Products, to purchase, make, use, and sell the Accused Products as intended, knowing that such actions if taken would infringe. Such instructions and encouragement include, but are not limited to, advising third parties to purchase and use the Accused Product in an infringing manner, providing a mechanism through which third parties may infringe the '045 Patent, and by advertising and promoting the use of the Accused Products in an infringing manner, and distributing guidelines and instructions to third parties on how to purchase and use the Accused Products in an infringing manner.

155. AmerTac's infringement, direct or indirect, is willful, wanton, and deliberate, permitting enhanced damages under 35 U.S.C. § 284 and attorneys' fees and costs incurred under 35 U.S.C. § 285.

156. Upon information and belief, AmerTac will continue to infringe the '045 Patent unless and until it is enjoined by this Court.

157. AmerTac has caused and will continue to cause SnapPower irreparable injury and damage by infringing the '045 Patent. SnapPower will suffer further injury unless and until AmerTac is enjoined from infringing the '045 Patent.

158. AmerTac's infringement of the '045 Patent has injured and continues to injure SnapPower in an amount to be proven at trial, including lost profits.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. To enter judgment that AmerTac has infringed and is infringing each of the Asserted Patents;
2. To enter an order temporarily and permanently enjoining AmerTac and its officers, agents, servants, employees, attorneys, and all persons in active concert or participation with any of them, from infringing the Asserted Patents, and from manufacturing, selling, or offering for sale the Accused Products, and for all further and proper injunctive relief pursuant to 35 U.S.C. § 283;
3. To award SnapPower damages in amounts sufficient to compensate it for AmerTac's infringement of the Asserted Patents, including lost profits, together with pre-judgment and post-judgment interest and costs, pursuant to 35 U.S.C. § 284;
4. To increase the damages awarded SnapPower by reason of AmerTac's willful, wanton, and deliberate infringement of the Asserted Patents;
5. To declare this case exceptional under 35 U.S.C. § 285 and to award SnapPower its attorneys' fees, expenses, and costs incurred in this action;
6. To order an accounting of all of AmerTac's infringing sales and revenues; and
7. To award SnapPower such other and further relief as this Court deems just and proper.
8. For pre- and post-judgment interest; and

9. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues so triable.

DATED this 21st day of May 2024.

Respectfully submitted,

STOEL RIVES LLP

/s/ Elliott J. Williams

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