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10 **UNITED STATES DISTRICT COURT**
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
12

13 AMP Plus, Inc. d/b/a ELCO Lighting,
14 Plaintiff,
15 v.
16 Nora Lighting, Inc.,
17 Defendant.
18
19
20

Case No.

**COMPLAINT FOR PATENT
INFRINGEMENT;
DEMAND FOR JURY TRIAL**

1 Plaintiff AMP Plus, Inc. d/b/a/ ELCO Lighting (“ELCO” or “Plaintiff”), by
2 and through its undersigned attorneys, alleges as follows.

3 **THE PARTIES**

4 1. ELCO is a California corporation having a principal place of business
5 at 2042 East Vernon Avenue, Vernon, California 90058. ELCO makes, imports,
6 and sells lighting fixtures.

7 2. On information and belief, Defendant Nora Lighting, Inc. (“Nora” or
8 “Defendant”) is a California corporation having a principal place of business at
9 6505 Gayhart Street, Commerce, California 90040. Nora makes, imports, and sells
10 lighting fixtures.

11 **JURISDICTION AND VENUE**

12 3. This Court has subject matter jurisdiction for this action pursuant to 28
13 U.S.C. §§ 1331 and 1338.

14 4. This Court has personal jurisdiction over Nora in this action because
15 Nora has committed acts within the Central District of California giving rise to this
16 action and has established minimum contacts with the forum state of California,
17 including a regular and established place of business within this District. Nora has
18 committed and continues to commit acts of infringement in this District by making,
19 using, offering for sale, selling, or importing products that infringe the patent-in-
20 suit. Nora purposefully availed itself of the benefits of doing business in the State
21 of California and the exercise of jurisdiction over Nora would not offend traditional
22 notions of fair play and substantial justice. Nora is registered to do business in the
23 State of California and has appointed as its Agent for Service of Process its Chief
24 Executive Officer Fred Farzan, 814 N. Alpine Dr., Beverly Hills, CA 90210.

25 5. Venue is proper under 28 U.S.C. §§ 1391(b) and (c) and 1400(b)
26 because Nora resides in and has a regular and established place of business in this
27 District, a substantial part of the events or omissions giving rise to the claims
28 occurred in this District, and Nora has committed acts of patent infringement in this

1 District.

2 **FACTUAL BACKGROUND**

3 **The Patent at Issue**

4 6. U.S. Patent No. 11,092,326 (the “’326 Patent”), entitled “Integrated
5 Lighting Module,” issued on August 17, 2021, in the name of inventor Brandon
6 Cohen. A true and correct copy of the ’326 Patent is attached hereto as Exhibit A.

7 7. ELCO holds all rights, title, and interest in the ’326 Patent, including
8 the right to sue for damages for past infringement.

9 8. Claim 1 of the ’326 Patent reads as follows:

- 10 1. An integrated lighting module comprising:
 - 11 a driver housing that has first side walls, a first top that caps
 - 12 the first side walls; wherein the first side walls and the
 - 13 first top substantially surround a first volume of the
 - 14 driver housing, wherein the first volume is configured to
 - 15 receive a driver that is configured to provide electrical
 - 16 power to a light emitting diode element;
 - 17 a heat sink module that is configured for receiving the light
 - 18 emitting diode element and for transferring heat away
 - 19 from the light emitting diode element, wherein the heat
 - 20 sink module has an upper portion that has a larger
 - 21 exterior diameter that is larger than a smaller exterior
 - 22 diameter of a lower portion of the heat sink module;
 - 23 wherein the lower portion transitions into the upper
 - 24 portion; wherein a first bottom portion of the driver
 - 25 housing is attachable to a second top, wherein the
 - 26 second top is a top of the heat sink module;
 - 27 the light emitting diode element that is configured to emit
 - 28 light;
 - at least one optical reflector that is substantially conical in
 - shape configured for reflecting and directing at least
 - some light from the light emitting diode element out of a
 - second bottom, wherein the second bottom is a bottom
 - of the at least one optical reflector;
 - wherein the light emitting diode element is disposed above a
 - top-hole of the at least one optical reflector and
 - underneath the heat sink module, wherein the top-hole is
 - located at a top of the optical reflector; and
 - a holder that has second side-walls that substantially surround
 - a second volume, wherein the second volume is
 - configured to receive at least a bottom region of the
 - lower portion of the heat sink module; wherein the
 - holder is open at both a third top and at a third bottom,
 - wherein the third top is a top of the holder, wherein the
 - third bottom is a bottom of the holder.

1 **Nora’s Infringement of the ’326 Patent**

2 9. Nora has willfully infringed ELCO’s right in the ’326 Patent and
3 continues to do so. Nora distributes and sells multiple products that infringe
4 ELCO’s patents. Nora also refuses to cease and desist from such wrongful conduct,
5 despite repeated cease-and-desist demands.

6 10. Nora makes, uses, offers to sell and sells in the United States, and
7 imports into the United States, its Pearl LED Retrofit Series LED downlights, which
8 directly and indirectly infringe, literally and/or under the doctrine of equivalents, at
9 least claim 1 of the ’326 Patent. Specific infringing Nora products include series
10 model numbers NPR-4RC, NPR-4RG, NPR-4RNB, NPR-4RNDC, NPR-4RPH,
11 NPR-4RPHA, NPR-4RSL, NPR-4SC, NPR-4SG, NPR-4SNB, NPR-4SNDC,
12 NPR-4SNDSQ, and NPR-56RNDC (the “Infringing Products”).

13 11. ELCO provided notice to Nora on September 10, 2021, that Nora’s
14 Infringing Products infringe the ’326 Patent. Despite receiving such notice, Nora
15 has continued marketing and selling its Infringing Products to and through
16 distributors and third-party websites.

17 12. In a letter dated September 17, 2021 from its outside counsel, Nora
18 requested further clarification of its infringing activity, demanding a claim chart so
19 that Nora could assess ELCO’s infringement contentions.

20 13. Nora received a copy of a November 11, 2021 cease-and-desist letter
21 that ELCO sent to Nora’s sales representatives, which included a claim chart. In a
22 further letter dated November 18, 2021, Nora referenced ELCO’s cease-and-desist
23 letter to Nora’s distributors.

24 14. On February 21, 2022, Nora sent ELCO a letter asserting that the ’326
25 Patent is invalid and advising of Nora’s intention to file a petition for Post-Grant
26 Review (“PGR”). Nora stated that it would refrain from filing its threatened PGR
27 petition if “ELCO provides a covenant not to assert the ’326 Patent and any family
28 members that are related to the ’326 Patent.”

1 15. ELCO provided no such covenant. Nonetheless, Nora never filed its
2 threatened PGR petition within the 9-month statutory period following issuance of
3 the '326 Patent. Instead, Nora continues to willfully infringe the '326 Patent.

4 16. ELCO sent a further cease-and-desist letter to Nora on January 2, 2024,
5 repeating its original demands in its September 10, 2021 letter that Nora cease and
6 desist from infringing the '326 Patent. ELCO also informed Nora that if it failed to
7 cease its infringing conduct and failed to pay for its past infringement, ELCO is
8 prepared to proceed with legal proceedings.

9 17. Nora responded (through its counsel) on January 9, 2024. Even though
10 Nora had (at that time) been well aware of ELCO's infringement allegations, Nora
11 promised (on January 9, 2024) to review ELCO's letter "and provide a response in
12 due course."

13 18. Having received no substantive response, ELCO followed up (again)
14 on January 17, 2024.

15 19. On January 18, 2024, Nora responded that was still "evaluating and
16 will reply in due course."

17 20. Nonetheless, Nora has not responded further.

18 21. Through the correspondence dating back to September 10, 2021, Nora
19 has never denied that its products are covered by claim 1 of the '326 Patent.

20 22. Through the correspondence dating back to September 10, 2021, Nora
21 has never challenged the enforceability of the '326 Patent.

22 23. Likewise, despite having received ELCO's allegations more than three
23 years before the filing of this action, Nora has not applied to the United States Patent
24 and Trademark Office to challenge the validity or enforceability of any claims of
25 the '326 Patent.

26 **COUNT I**

27 **(Direct and Indirect Infringement of the '326 Patent)**

28 24. ELCO restates and incorporates by reference its previous allegations

1 above, as if fully set forth herein.

2 25. Nora has infringed and continues to infringe, literally and/or under the
3 doctrine of equivalents, at least claim 1 of the '326 Patent by making, using, selling,
4 and offering to sell in the United States, and by importing into the United States,
5 one or more products, including the Infringing Products, covered by the '326 Patent.

6 26. Nora's infringement has been both direct and indirect, including
7 contributory infringement and inducement of infringement. Nora's infringing
8 activities violate 35 U.S.C. §§ 271(a) through (c).

9 27. The Infringing Products are integrated lighting modules that comprise
10 a driver housing that has first side walls and a first top that caps the first side walls.
11 The first side walls and the first top substantially surround a first volume of the
12 driver housing to receive a driver that is configured to provide electrical power to a
13 light emitting diode ("LED") element.

14 28. The Infringing Products also comprise a heat sink module that is
15 configured for receiving the LED element and for transferring heat away from the
16 LED element. The heat sink module has an upper portion that has a larger exterior
17 diameter that is larger than a smaller exterior diameter of a lower portion of the heat
18 sink module. The lower portion transitions into the upper portion. A first bottom
19 portion of the driver housing is attachable to a second top. The second top is a top
20 of the heat sink module.

21 29. The LED element of the Infringing Products is configured to emit
22 light.

23 30. The Infringing Products also comprise at least one optical reflector that
24 is substantially conical in shape configured for reflecting and directing at least some
25 light from the LED element out of a second bottom. The second bottom is a bottom
26 of the at least one optical reflector. The LED element is disposed above a top-hole
27 of the at least one optical reflector and underneath the heat sink module. The top-
28 hole is located at a top of the optical reflector.

1 31. The Infringing Products also comprise a holder that has second side-
2 walls that substantially surround a second volume. The second volume is configured
3 to receive at least a bottom region of the lower portion of the heat sink module. The
4 holder is open at both a third top and a third bottom. The third top is the top of the
5 holder. The third bottom is a bottom of the holder.

6 32. Having continued to infringe after receiving actual notice of its
7 infringement of the '326 Patent, Nora's infringement has been and continues to be
8 intentional, willful, and without regard to ELCO's rights.

9 33. Nora has contributed, and continues to contribute, to infringement of
10 the '326 Patent by Nora's customers by their using, offering for sale, and selling the
11 Infringing Products. As detailed above, the Infringing Products infringe at least
12 claim 1 of the '326 Patent. The Infringing Products embody a material part of the
13 claimed invention of the '326 Patent, and Nora knows that these products are
14 especially made and/or adapted for uses that infringe the '326 Patent. The Infringing
15 Products are not staple articles or commodities of commerce suitable for
16 substantially non-infringing uses.

17 34. Nora also induces its customers to infringe by their using, offering for
18 sale, and selling the Infringing Products. Nora knows that its actions induce actual
19 infringement by its customers.

20 35. Nora does not have a license to use the '326 Patent. Indeed, Nora has
21 never had any rights to use the technology covered by the '326 Patent.

22 36. Nora has gained profit by virtue of its infringement of the '326 Patent.

23 37. ELCO has sustained significant damages as a direct and proximate
24 result of Nora's infringement of the '326 Patent.

25 38. ELCO will suffer and is suffering irreparable harm from Nora's
26 infringement of the '326 Patent. ELCO has no adequate remedy at law and is
27 entitled to an injunction against Nora's continuing infringement of the '326 Patent.
28 Unless enjoined, Nora will continue its infringing conduct.

