

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA**

SIGNIFY HOLDING B.V.

Plaintiffs,

v.

KEYSTONE TECHNOLOGIES, LLC,

Defendant.

C.A. No. \_\_\_\_\_

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Signify Holding B.V. (“Signify”) for its Complaint against Keystone Technologies, LLC (“Keystone”), allege as follows:

**NATURE OF THE ACTION**

1. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 1 *et seq.* including 35 U.S.C. § 271, which gives rise to the remedies specified under 35 U.S.C. §§ 281 and 283-285.

**THE PARTIES**

2. Plaintiff Signify Holding B.V. (formerly known as Philips Lighting Holding B.V.) is a corporation organized and existing under the laws of the Netherlands with its registered office at High Tech Campus 48, 5656 AE Eindhoven, The Netherlands.

3. On information and belief, Keystone Technologies is a limited liability company organized and existing under the laws of Pennsylvania with its principal place of business at 2750 Morris Road, Lansdale, PA 19446 (“Keystone”). Keystone is registered to do business in the state of Georgia and has designated C T Corporation System, 289 S Culver Street, Lawrenceville, GA, 30046 as its agent for service of process.

### **JURISDICTION AND VENUE**

4. This Court has subject-matter jurisdiction over this patent infringement action pursuant to 28 U.S.C. §§ 1331 and 1338 and because this action arises under the patent laws of the United States, 35 U.S.C. § 271, *et seq.*

5. This Court has personal jurisdiction over Keystone in this action because Keystone has committed acts within this District giving rise to this action, and Keystone has established minimum contacts with this forum such that the exercise of jurisdiction over Keystone would not offend traditional notions of fair play and substantial justice. Keystone, directly and through subsidiaries or intermediaries, has conducted business and committed and continues to commit acts of infringement in this District by, among other things, making, using, importing, offering to sell, and selling products and providing services that infringe the Asserted Patents, and/or has induced acts of patent infringement by others in this judicial district, the State of Georgia, and elsewhere in the United States. Personal

jurisdiction by this Court over Keystone is appropriate at least under a specific jurisdiction and/or stream of commerce theory. Upon information and belief, Keystone imports LED products, including the infringing products in this case, through several ports of entry throughout the United States. Keystone intends for its LED products to be sold throughout the United States, including Georgia.

6. In addition, Keystone delivers LED products, including the products accused of infringement in this case, into the stream of commerce with the expectation that they will be purchased by customers in Georgia. Keystone intends to and actually does serve the Georgia market, directly and indirectly, with its LED products. By way of example, certain of the products accused of infringement in this Complaint, including an Advanta 8” Recessed Downlight (Cat. No. KT-RDLED29PS-8A-8CSE-VDIM) and an associated trim (Cat. No. KT-RDLED-8A-BN-TRIM), an AVIVA 5”/6” LED Retrofit Downlight (Cat. No. KT-LED14RD-6C-9CSF-DIM) and an associated trim (Cat. No. KT-TRIM-RD-6C-BN), and 4” LED Slim Wafer Downlight (Cat. No. KT-WDLED10.5PS-4A-9CSF-VDIM) were purchased from within this District and shipped by Keystone from Lansdale, PA into this District. Photographs of the shipping label and invoice accompanying these products are attached hereto as Exhibit 9 (Keystone Shipping Label and Invoice).

7. On information and belief, Keystone utilizes established distribution channels to distribute, market, offer for sale, sell, service, and warrant infringing

products directly to consumers, including offering such products for sale via authorized agents located throughout the state of Georgia. By way of example, Keystone sells its products, including the products accused of infringement in this Complaint through third party distributors such as Grainger Industrial Supply (“Grainger”). As but one example, through Grainger, Keystone distributes, markets, offers for sale, and sells HID Replacement LED Bulbs, including model no. KT-LED63PSHID-H-EX39-8CSB-D. *See*

[https://www.grainger.com/product/61DA02?cm\\_mmc=TESTEMT--OpenOrder--WillCall2018RefreshBlackHeaderTestGuest-KPIRpe-\\_-](https://www.grainger.com/product/61DA02?cm_mmc=TESTEMT--OpenOrder--WillCall2018RefreshBlackHeaderTestGuest-KPIRpe-_-)

[Item&RIID=68710853935&GID=&mid=OpenOrders\\_WillCall&rfe=](https://www.grainger.com/product/61DA02?cm_mmc=TESTEMT--OpenOrder--WillCall2018RefreshBlackHeaderTestGuest-KPIRpe-_-Item&RIID=68710853935&GID=&mid=OpenOrders_WillCall&rfe=) (Ex. 10 (Grainger HID)). This product was purchased online and picked up from Grainger at 1721 Marietta Blvd NW, Atlanta, GA 30318. A copy of the Grainger invoice is attached hereto as Exhibit 11 (Grainger Invoice).

8. On information and belief, Keystone utilizes multiple agents to design, develop, import, distribute, and service infringing products. Such Keystone products have been sold in retail stores, both brick and mortar and online, within this judicial district and in Georgia. For example, Keystone’s website touts that “[w]ith 14 distribution centers, Keystone can deliver in 48 hours anywhere in the United States.” <https://www.keystonetech.com/>. Keystone also touts that “Keystone operates [a] fulfillment center[] in Atlanta.” *See*



<https://www.keystonetech.com/blog/keystone-technologies-expands-to-new-headquarters-2019> (Ex. 12).

9. Further, on information and belief, Keystone has a Territory Manager located in Atlanta, Georgia, who is responsible for “working with sales agencies, distributor customers, and contractors to educate them on our products, oversee performance, and develop long-term relationships with customers, sales agents, and end-users,” within the state of Georgia and elsewhere. *See* [https://keystonetech.hrmdirect.com/employment/job-opening.php?req=3039172&req\\_loc=122590&&jbsrc=1014#job](https://keystonetech.hrmdirect.com/employment/job-opening.php?req=3039172&req_loc=122590&&jbsrc=1014#job) (Ex. 13).

10. Keystone is aware that its products will reach Georgia, and is further aware that its LED products are actually sold in Georgia. These infringing products have been and continue to be purchased by and used by consumers in Georgia. The exercise of jurisdiction over Keystone would be fair and reasonable. Personal jurisdiction by this Court over Keystone is also appropriate because Keystone has had and continues to have substantial, continuous, and systematic contacts with this forum and has purposefully availed itself of the benefits of conducting activities in the forum by purposefully directing its activities toward this state and this District.

11. Plaintiff incorporates herein the allegations contained in the preceding paragraphs. Venue is proper in this judicial district pursuant to at least 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1400(b). On information and belief, Keystone is a

limited liability company organized and existing under the laws of Pennsylvania, and Keystone has designated C T Corporation System, 289 S Culver Street, Lawrenceville, GA, 30046 as its agent for service of process in this District. Furthermore, Keystone may be sued in this district because it conducts regular business in this district including, at least, through its Atlanta distribution center, and because it commits acts of infringement (i.e., sells and offers to sell accused products) in this District.

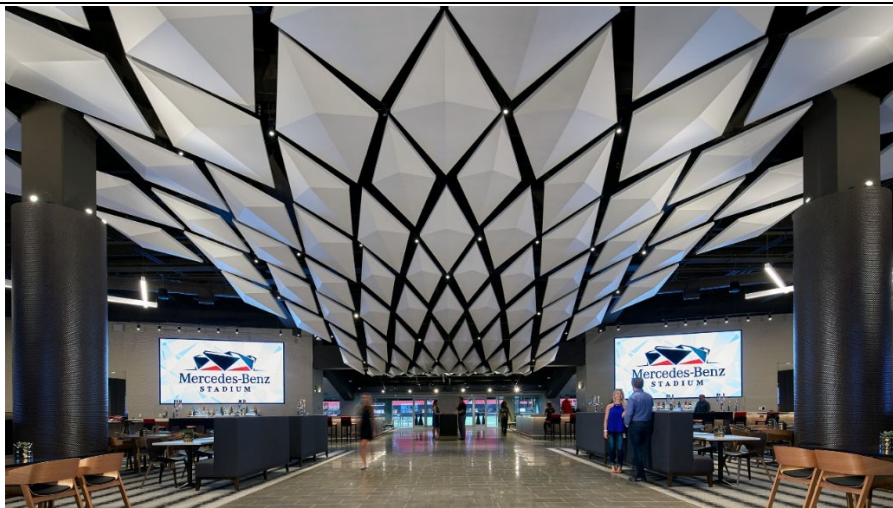
### **THE PATENTS-IN-SUIT**

12. Signify (previously known as Philips Lighting) is a global market leader in solid state and connected lighting with unparalleled expertise in the development, manufacturing, and application of innovative LED lighting solutions.

13. Signify is known the world over for being at the forefront of lighting innovation. Signify and its inventors have won many awards for their lighting work, including the famed L-Prize and the IPO inventor of the year. Signify has used its cutting-edge technology to bring world class LED light installations at iconic American landmarks, such as the Empire State building, the San Francisco Bay Bridge, and the Ben Franklin Bridge.



14. Signify’s wholly-owned subsidiary, Cooper Lighting is headquartered in the Northern District of GA, in Peachtree City. Within the Northern District, Cooper Lighting’s LED products have been used to light numerous local landmarks and public facilities ranging from the Mercedes Benz Stadium to the Sprayberry High School football field in Marietta, GA, to the Henry County Board of Commissioners.





15. Signify's LED products are even used to light the iconic Stanford Stadium at the University of Georgia.





16. In addition to offering its state-of-the-art lighting products to consumers, Signify also funds the Signify Foundation, a non-profit organization dedicated to enabling access to the benefits of sustainable lighting solutions for underserved communities. Since its founding in 2017, the Signify Foundation has impacted nearly 10 million people in 19 countries, bringing lighting solutions designed to facilitate access to fundamental services, to increase security, and provide livelihood opportunities to those in need.



17. To protect its intellectual property resulting from its significant investments, Signify has obtained numerous patents directed to various LED inventions and technologies, including many originating from within this District. For example, Signify’s LED-related patents include U.S. Patent Nos. 8,063,577; 8,070,328; 8,272,756; 9,709,253; 9,351,357; 10,117,300; 10,506,682; and 9,820,350 (collectively, the “Patents-in-Suit”). Three of those, U.S. Patent Nos. 10,117,300; 10,506,682; and 9,820,350, were all originally assigned to Cooper and, upon information and belief, the inventors of all three patents still live in this District.

18. U.S. Patent No. 8,063,577 (the “’577 Patent”), titled “Method and a Driver Circuit for LED Operation,” was duly and legally issued by the United States Patent and Trademark Office on November 22, 2011. The ’577 Patent states: “[a] driver circuit for operating one or more light emitting diodes (LEDs),” where “[a]n

alternating supply current is generated and transformed to an alternating secondary winding voltage. Using rectifier means, such as diodes or synchronous switches, the alternating secondary winding voltage is converted to a substantially constant load current by using a buffer element. The power transferred from the power source to the LEDs may be controlled by frequency control of the alternating supply current.” ’577 Patent at Abs. Plaintiff Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the ’577 Patent, a copy of which is attached as Exhibit 1.

19. U.S. Patent No. 8,070,328 (the “’328 Patent”), titled “LED Downlight,” was duly and legally issued by the United States Patent and Trademark Office on December 6, 2011. The ’328 Patent relates to light emitting diode (LED) lighting devices, and specifically to downlights usings LEDs. The ’328 Patent discloses and claims downlights using novel combinations of reflectors, diffusers, and/or lenses to minimize glare and control the light emitted by the LEDs. The LED downlight may include a multi-piece reflector assembly including a first reflector and a second reflector that align vertically below the LEDs to define a light exit passageway. In some embodiments, the LED downlight also includes a heatsink positioned above the reflector assembly to absorb thermal energy from the LEDs. Plaintiff Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and

owner of all right, title, and interest in the '328 Patent, a copy of which is attached as Exhibit 2.

20. U.S. Patent No. 8,272,756 (the "'756 Patent"), titled "LED-Based Lighting System and Method," was duly and legally issued by the United States Patent and Trademark Office on September 25, 2012. The '756 Patent relates to an LED-based lighting system. The '756 Patent states that the "row of LEDs can be located in a channel or a groove of a piece of material, such as an aluminum extrusion or a bent piece of metal." '756 Patent at Abst. Plaintiff Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the '756 Patent, a copy of which is attached as Exhibit 3.

21. U.S. Patent No. 9,709,253 (the "'253 Patent"), titled "Light Emitting Diode Recessed Light Fixture," was duly and legally issued by the United States Patent and Trademark Office on July 18, 2017. The '253 Patent relates to a recessed lighting fixture including an LED module. The lighting fixture may include an adapter with an Edison screw-in plug at one end of the adapter and a plug connector at an opposing end, allowing the fixture to be electrically coupled to an Edison base socket. Plaintiff Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the '253 Patent, a copy of which is attached as Exhibit 4.



22. U.S. Patent No. 9,351,357 (the “’357 Patent”), titled “Light Emitting Diode Lamp and Driver,” was duly and legally issued by the United States Patent and Trademark Office on May 24, 2016. The ’357 patent relates to light sources for replacing fluorescent lamps. The light source includes input terminals for exchanging alternating current signals having frequencies of at least 1 kHz with drivers, a rectifier, and at least one LED. Plaintiff Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the ’357 Patent, a copy of which is attached as Exhibit 5.

23. U.S. Patent No. 10,117,300 (the “’300 Patent”), titled “Configurable Lighting System,” was duly and legally issued by the United States Patent and Trademark Office on October 30, 2018. The ’300 Patent generally relates to a luminaire having a control module. The control module may include a switch having multiple positions, and a plurality of resistors, wherein each position of the at least one switch corresponds to a resistance of the plurality of resistors. Plaintiff Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the ’300 Patent, a copy of which is attached as Exhibit 6.

24. U.S. Patent No. 10,506,682 (the “’682 Patent”), titled “Configurable Lighting System,” was duly and legally issued by the United States Patent and Trademark Office on December 10, 2019. The ’682 Patent generally relates to a

luminaire having a control module. The control module may include a switch having multiple positions and a plurality of resistive components coupled to the switch. The switch and resistive components may further be coupled to a light source. Plaintiff Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the '682 Patent, a copy of which is attached as Exhibit 7.

25. U.S. Patent No. 9,820,350 (the "'350 Patent"), titled "Configurable Lighting System," was duly and legally issued by the United States Patent and Trademark Office on November 14, 2017. The '350 Patent generally relates to a luminaire for providing illumination of a selected color temperature, a selected lumen output, or a selected photometric distribution. *See* '350 Patent at Abst. As explained in the '350 Patent, "[t]he luminaire can comprise at least two light sources that have different illumination characteristics, for example different color temperatures, different lumen outputs, or different photometric distributions." *Id.* Further, "[t]he system can configure the luminaire to operate a first of the two light sources, a second of the two light sources, or both of the light sources based on an input." *Id.* Plaintiff Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the '350 Patent, a copy of which is attached as Exhibit 8.

## **FACTUAL BACKGROUND**

26. On information and belief, Keystone is in the business of offering for sale, selling, and distributing lighting products, including light products based on LED technology.

27. On information and belief, Keystone offers its infringing products online and in brick and mortar locations, to sell and distribute products throughout the United States, including this District. For example, Keystone touts that “Keystone operates [a] fulfillment center[] in Atlanta.” *See* <https://www.keystonetech.com/blog/keystone-technologies-expands-to-new-headquarters-2019> (Ex. 12).

28. On information and belief, Keystone makes, uses, offers to sell, sells, and/or imports the accused products.

29. On information and belief, Keystone makes, uses, offers to sell, sells, and/or imports XFIT Optics Swap LED Area Light: KT-ALED290-L2-OSA-NM-850-VDIM (hereinafter “XFIT Area Light”), infringing the ’577 Patent. The XFIT Area Light is mapped to the claims of the ’577 Patent later in this complaint. An image of XFIT Area Light is provided below.



---

See, e.g., [https://keystonetech.widen.net/s/xmtdw8vn7l/kt-aledxxx-x2-osa-nm-8xx-vdim](https://keystonetech.widen.net/s/xmtdw8vn7l/kt-aledxxx-x2-osa-nm-8xx-<u>vdim</u>) (Ex. 14).

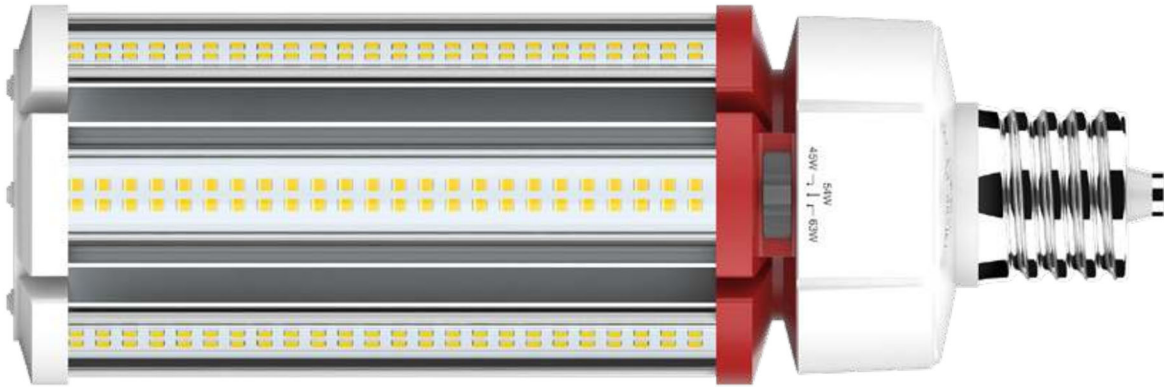
30. On information and belief, Keystone makes, uses, offers to sell, sells, and/or imports the Advanta 8” Downlight: KT-RDLED29PS-8A-8CSE-VDIM, infringing the ’328 Patent, the ’682 Patent, and ’300 Patent (“Advanta Downlight”). The Advanta Downlight is mapped to the claims of the ’328 and ’682 Patents later in this complaint. An image of an Advanta Downlight is provided below.



---

See e.g., <https://www.keystonetech.com/products/fixtures/indoor-fixtures/downlights/recessed> (Ex. 15).

31. On information and belief, Keystone makes, uses, offers to sell, sells, and/or imports Direct Drive HID LED Replacements, including model no. KT-LED63PSHID-EX39-820-D/G4 (hereinafter “HID Replacment LED Lamps”), infringing the ’756 Patent. HID Replacement LED Lamps are mapped to the claims of the ’756 Patent later in this complaint. An image of an HID Replacement LED Lamp is provided below:



See <https://keystonetech.widen.net/content/aykpvoebzs/pdf/KT-LED63PSHID-EX39-8XX-D-G4.pdf?u=xq6wdp> (Ex. 16).

32. On information and belief, Keystone makes, uses, offers to sell, sells, and/or imports Aviva Retrofit Downlights, including model no. KT-LED10RD-6C-9CSF-DIM (hereinafter “Aviva Retrofit Downlights”), infringing the ’253 Patent and the ’300 Patent. An Aviva Retrofit Downlight is mapped to the claims of the ’253 Patent and 300 Patent later in this complaint. An image of an Aviva Retrofit Downlight is provided below.



See, e.g., <https://keystonetech.widen.net/content/rica2ucqba/pdf/KT-LED10RD-6C-9CSF-DIM.pdf?u=xq6wdp> (Ex. 17).

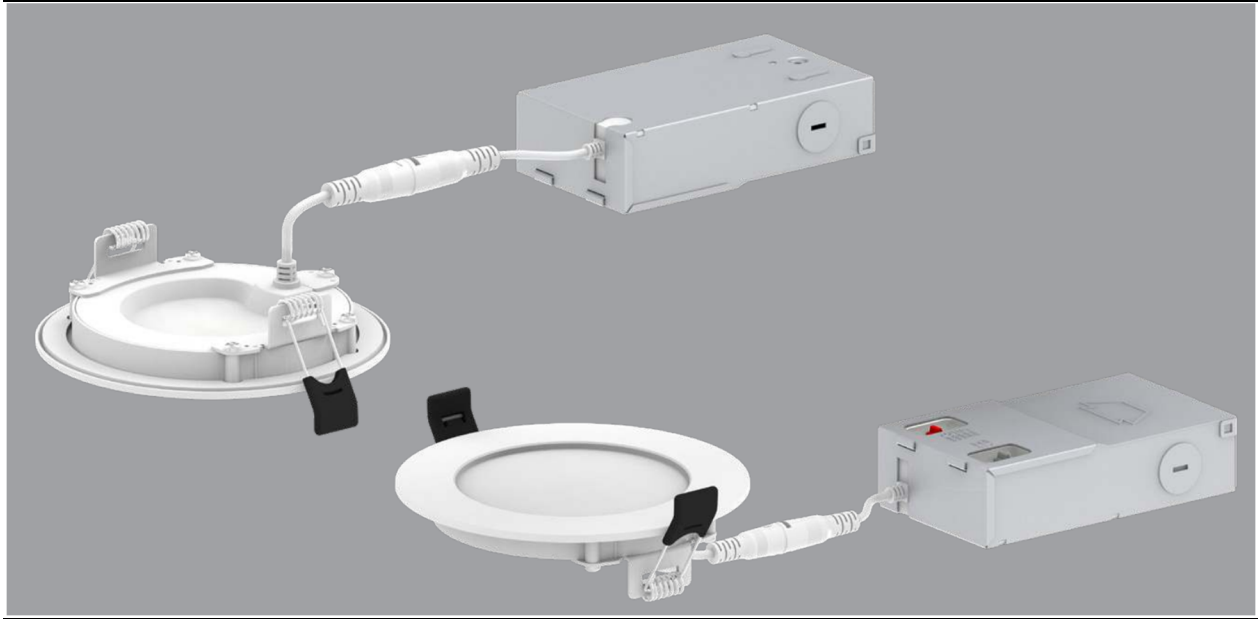
33. On information and belief, Keystone makes, uses, offers to sell, sells, and/or imports SmartDrive LED Lamps, including model no. KT-LED15T8-U6GC-850-S (hereinafter “SmartDrive LED Lamps”), infringing the ’357 Patent. A SmartDrive LED Lamp is mapped to the claims of the ’357 Patent later in this complaint. An image of a SmartDrive LED Lamp is provided below.



See, e.g., <https://keystonetech.widen.net/content/hxsntmdl6z/pdf/KT-LED15T8-U6GC-8XX-S.pdf?u=xq6wdp> (Ex. 18).

34. On information and belief, Keystone makes, uses, offers to sell, sells, and/or imports Circa LED Slim Wafer Downlights, including model no. KT-WDLED10.5PS-4A-9CSF-VDIM (hereinafter “Circa LED Slim Wafer Downlights”), infringing the ’350 Patent. A Circa LED Slim Wafer Downlight is mapped to the claims of the ’350 Patent later in this complaint. An image of a Circa LED Slim Wafer Downlight is provided below.





See, e.g. <https://keystonetech.widen.net/content/quycz2nskf/pdf/KT-WDLED10.5PS-4A-9CSF-VDIM.pdf?u=xq6wdp> (Ex. 19).

35. At least as early as February 14, 2020, Keystone received actual notice that certain of its products infringe the '577 Patent and the '357 Patent. *See* Ex. 28.

36. At least as early as June 28, 2021, Keystone received actual notice that certain of its products infringe the '756 Patent, the '300 Patent, and the '350 Patent. *See* Ex. 29.

37. At least as early as May 29, 2024, Keystone received actual notice that certain of its products infringe the '328 Patent, '253 Patent, and '682 Patent. *See* Ex. 20.

38. After receiving actual notice of its infringement from Signify, Keystone continued its infringing activities despite being aware of Signify's notice of

infringement and the risk that it is infringing Signify's patents. Accordingly, Keystone's ongoing infringement has been and continues to be willful.

### **GENERAL ALLEGATIONS**

39. Keystone has directly and indirectly infringed and continues to directly and indirectly infringe each of the Patents-in-Suit by engaging in acts constituting infringement under 35 U.S.C. § 271(a), (b), and/or (c), including but not necessarily limited to one or more of making, using, selling, offering to sell, and importing into the United States, and inducing and contributing to infringement by others, in this District and elsewhere in the United States, the products identified below.

40. Keystone's acts of infringement have caused damage to Signify. Signify is entitled to recover from Keystone the damages sustained by Signify as a result of Keystone's wrongful acts in an amount to be awarded at trial.

41. Keystone's infringement of the Patents-in-Suit has been and continues to be willful. Keystone has been aware of its infringement of Signify's patents since it received notice of infringement, but has continued to sell those products despite being forewarned of its infringement.

42. Keystone has committed and continues to commit acts of infringement despite a high likelihood that its actions constitute infringement, and Keystone knew or should have known that its actions constituted an unjustifiably high risk of infringement.

43. Keystone's infringement of the Patents-in-Suit is causing irreparable harm for which Signify has no adequate remedy at law unless Keystone is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the Patents-in-Suit.

44. In the interest of providing detailed averments of infringement, Signify has identified below at least one claim per patent to demonstrate infringement. However, the selection of claims should not be considered limiting, and additional claims of the Patents-in-Suit that are infringed by Keystone will be disclosed in compliance with any applicable local rules and standing orders.

### **COUNT ONE**

#### **(Infringement of U.S. Patent No. 8,063,577)**

45. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

46. On information and belief, Keystone has directly infringed and is directly infringing claims of the '577 Patent, including at least claim 1, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products including, but not limited to, products substantially similar to the XFIT Area Light mapped below, and/or other products with substantially similar features (collectively, the "'577 Accused Products").

47. Signify names this exemplary infringing instrumentality to serve as notice of Keystone's infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the '577 Accused Products.

48. Claim 1 of the '577 Patent recites:

1. A driver circuit for operating a light emitting diode, the driver circuit being configured to control a current to be supplied to the LED, the driver circuit comprising:

a set of input terminals for receiving a supply voltage;

a resonant capacitor;

a transformer, a primary winding of the transformer and the resonant capacitor being coupled in series to the set of input terminals,

a rectifier means coupled to the secondary winding of the transformer for rectifying an alternating load voltage on the secondary winding of the transformer;

an output circuit coupled to the rectifier means for receiving a rectified voltage, the output circuit comprising a buffer circuitry and a set of output terminals for coupling the LED to the driver circuit, wherein the buffer circuitry comprises an inductor connected in series with the set of output terminals, and the value of the inductor is selected to provide a substantially constant current through the LED.

49. To the extent the preamble limits the claim, on information and belief, the XFIT Area Light includes a driver circuit for operating a light emitting diode, the driver circuit being configured to control a current to be supplied to the LED.

For example, each XFIT Area Light includes a driver, KTLD-320-UV-A7600-56-VDIM-LW13, to operate LEDs (the “XFIT Area Light Driver”). As an LED driver, the XFIT Area Light Driver is configured to control a current to be supplied to the LED.

50. On information and belief, the XFIT Area Light includes a set of input terminals for receiving a supply voltage. For example, as shown in Exhibit 21, the XFIT Area Light includes a set of input terminals for receiving a supply voltage (e.g., half-bridge input terminal between Q2 and Q3, ground terminal proximate to C37).

51. On information and belief, the XFIT Area Light includes a resonant capacitor. For example, as shown in Exhibit 21, the XFIT Area Light includes a resonant capacitor (e.g., C37).

52. On information and belief, the XFIT Area Light includes a transformer, a primary winding of the transformer and the resonant capacitor being coupled in series to the set of input terminals. For example, as shown in Exhibit 21, the XFIT Area Light includes a transformer (e.g., transformer T2A), a primary winding of the transformer and the resonant capacitor being coupled in series to the set of input terminals.

53. On information and belief, the XFIT Area Light includes a rectifier means coupled to the secondary winding of the transformer for rectifying an

alternating load voltage on the secondary winding of the transformer. For example, as shown in Exhibit 21, the XFIT Area Light includes a rectifier means (e.g., including at least diodes MBR30L150 and MBR30L150) coupled to the secondary winding of the transformer for rectifying an alternating load voltage on the secondary winding of the transformer.

54. On information and belief, the XFIT Area Light includes an output circuit coupled to the rectifier means for receiving a rectified voltage, the output circuit comprising a buffer circuitry and a set of output terminals for coupling the LED to the driver circuit. For example, as shown in Exhibit 21, the XFIT Area Light includes an output circuit coupled to the rectifier means for receiving a rectified voltage, the output circuit comprising a buffer circuitry (e.g., including at least inductor LF3) and a set of output terminals (e.g., output terminals LED+ and LED-) for coupling the LED to the driver circuit.

55. On information and belief, the XFIT Area Light includes buffer circuitry comprising an inductor connected in series with the set of output terminals, and the value of the inductor is selected to provide a substantially constant current through the LED. For example, as shown in Exhibit 21, the XFIT Area Light includes buffer circuitry comprising an inductor (e.g., including at least inductor LF3) connected in series with the set of output terminals, and the value of the inductor is selected to provide a substantially constant current through the LED. On

information and belief, and based on the circuitry and operation of the XFIT Area Light, the value of the inductor is selected to provide a substantially constant current through the LED. For example, as shown in Exhibit 22, the XFIT Area Light is a “CONSTANT CURRENT” driver.

56. The full extent of Keystone’s infringement is not presently known to Signify. On information and belief, Keystone has made and sold, or will make and sell, products under different names or part numbers that infringe the ’577 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the ’577 Patent that is infringed and each product that Signify is aware of that infringes the ’577 Patent in accordance with the applicable scheduling order in this case.

57. On information and belief, Keystone has been aware of and has had notice of the ’577 Patent and its infringement of the ’577 Patent at least as early as February 14, 2020, when it received a letter from Signify informing it of the same.

58. On information and belief, by continuing to make, use, sell, offer to sell, and/or import the ’577 Accused Products on or after Keystone first had notice of Signify’s allegations of infringement, Keystone indirectly infringes and continues

to indirectly infringe at least claim 1 of the '577 Patent by active inducement under 35 U.S.C. § 271(b). Keystone has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '577 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Keystone has engaged in such conduct despite its knowledge that such conduct would and was intended to result in direct infringement by Keystone's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '577 Accused Products in the United States. Keystone has performed and continues to perform these affirmative acts with knowledge of the '577 Patent and with knowledge that such actions would induce infringement of the '577 Patent by Keystone's direct and indirect customers.

59. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '577 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringes and continues to indirectly infringe at least claim 1 of the '577 Patent by contributorily infringing under 35 U.S.C. § 271(c). Keystone's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '577 Accused Products and components thereof, including drivers within the '577 Accused Products, in this District and



elsewhere in the United States, contribute to Keystone's customers and end-users directly infringing the '577 Patent. The '577 Accused Products and drivers made for use with the '577 Accused Products are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Keystone to be especially made or especially adapted for use in infringement of the '577 Patent.

60. On information and belief, Keystone has performed and continues to perform the above-identified acts of infringement with knowledge of the '577 Patent and with intent, or willful blindness, that they cause the direct and indirect infringement of the '577 Patent. Accordingly, Keystone's continued infringement of the '577 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

61. On information and belief, Signify has suffered and continues to suffer damages as a result of Keystone's infringement of the '577 Patent in an amount to be determined at trial.

62. On information and belief, Keystone's infringement of the '577 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless Keystone is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '577 Patent.

63. On information and belief, and in light of the allegations above, including Keystone's willful infringement of the '577 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees.

## **COUNT TWO**

### **(Infringement of U.S. Patent No. 8,070,328)**

64. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

65. On information and belief, Keystone has directly infringed and is directly infringing claims of the '328 Patent, including at least claim 1, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products, including, but not limited to, products substantially similar to the Advanta Downlight mapped below, and/or other products with substantially similar features (collectively, the "'328 Accused Products").

66. Signify names this exemplary infringing instrumentality to serve as notice of Keystone's infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the '328 Accused Products.

67. Claim 1 of the '328 Patent recites:

1. An LED downlight fixture, comprising:

an array of LEDs in thermal connectivity with a heatsink, said array of LEDs positioned adjacent a first aperture of a multi-piece reflector assembly:

said multi-piece reflector assembly including:

a first reflector having said first aperture disposed in an upper portion of said first reflector and an opposed larger second aperture in a lower portion of said first reflector;

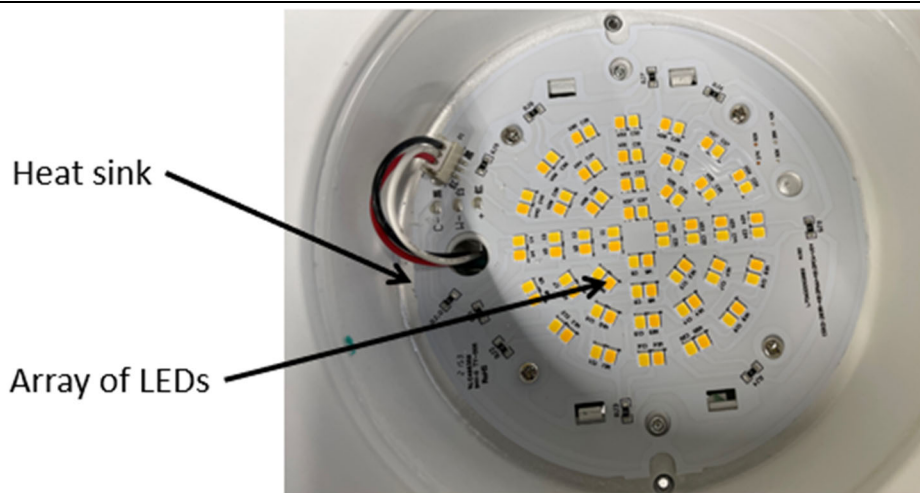
a second reflector having a first aperture positioned adjacent said second aperture of said first reflector and a second aperture opposite said first aperture of said second reflector and defining a light exit passageway;

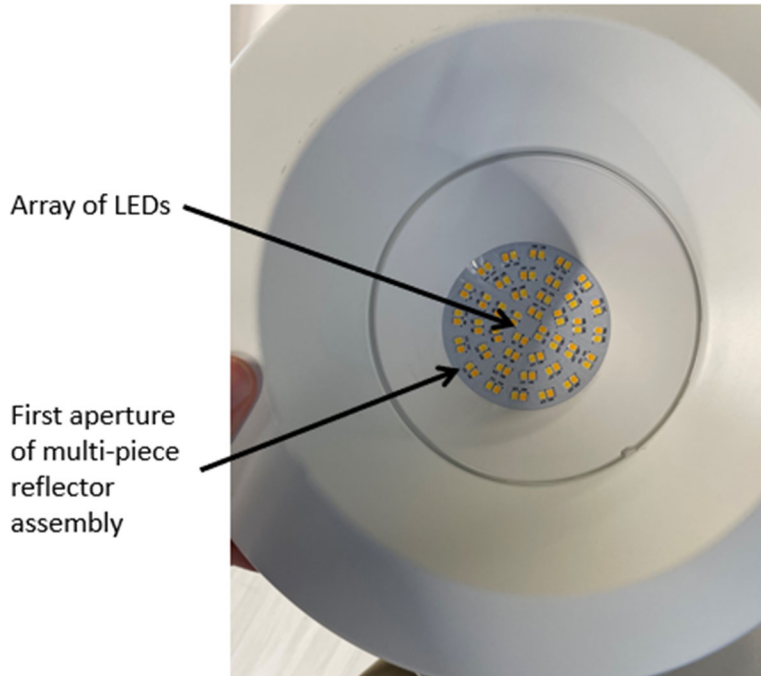
a diffuser positioned proximal to and extending across said second aperture of said first reflector and said first aperture of said second reflector.

68. On information and belief, the Advanta Downlight is an LED downlight Fixture. For example, this limitation is shown below.



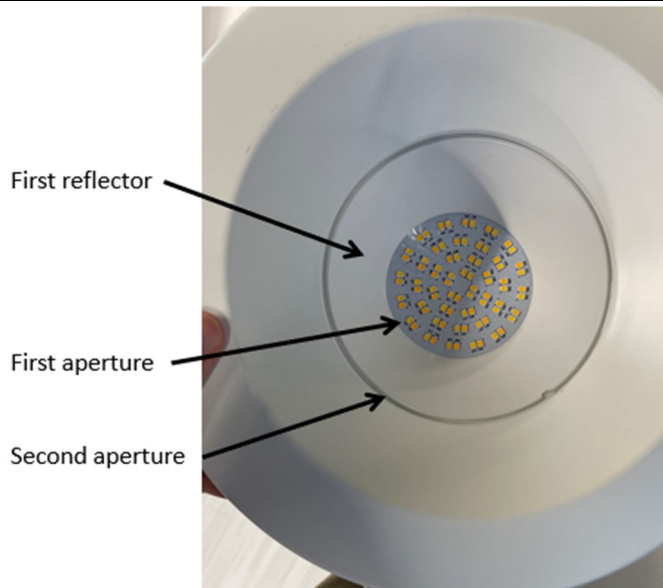
69. On information and belief, the Avanta Downlight comprises an array of LEDs in thermal connectivity with a heatsink, said array of LEDs positioned adjacent a first aperture of a multi-piece reflector assembly. For example, this limitation is shown below.



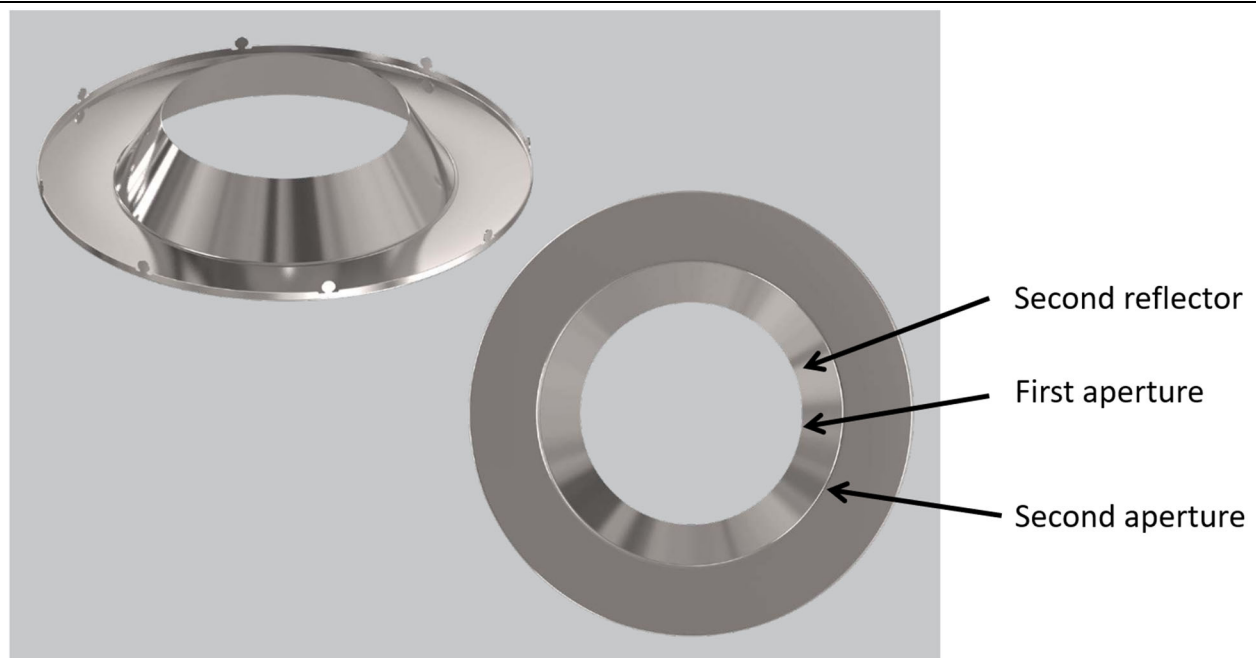


70. On information and belief the Advanta Downlight comprises a multi-piece reflector assembly including a first reflector having said first aperture disposed in an upper portion of said first reflector and an opposed larger second aperture in a lower portion of said first reflector. For example, this limitation is shown below.

---

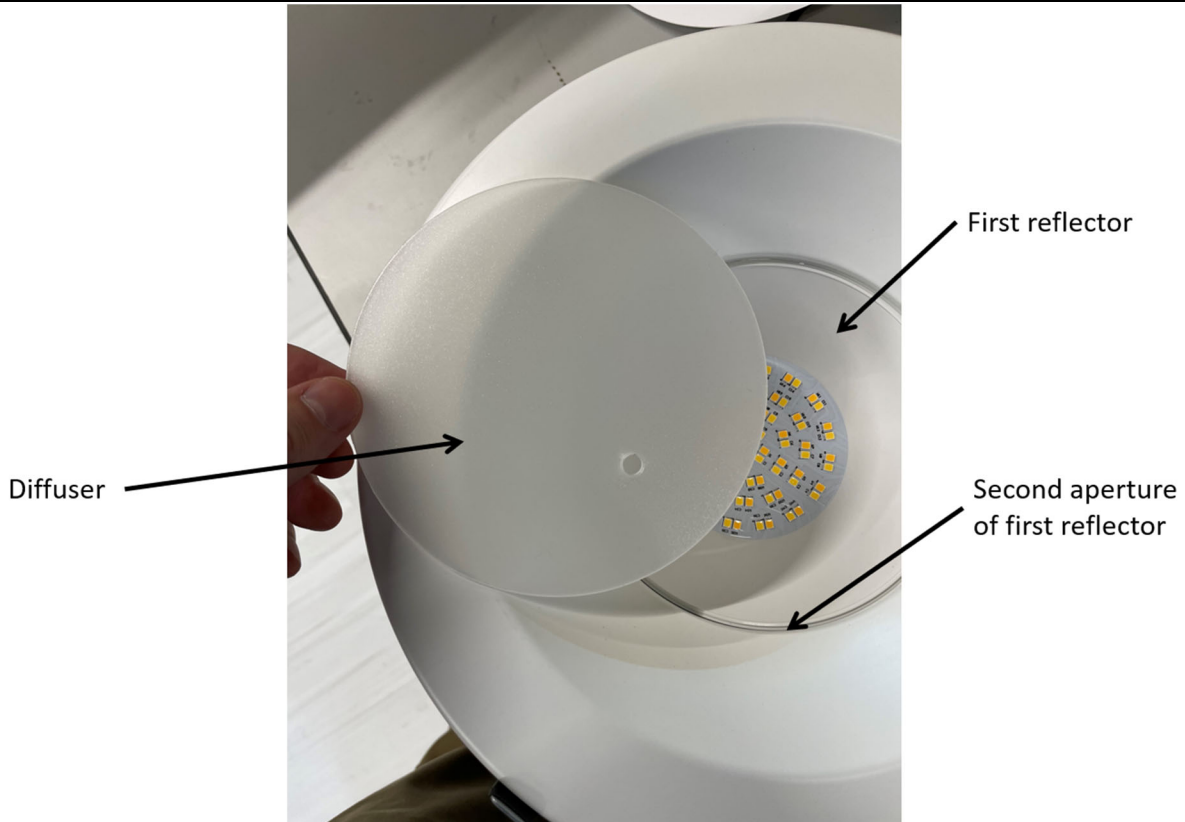


71. On information and belief, the Advanta Downlight comprises a multi-piece reflector assembly including a second reflector having a first aperture positioned adjacent said second aperture of said first reflector and a second aperture opposite said first aperture of said second reflector and defining a light exit passageway. For example, this limitation is shown below.



See <https://keystonetech.widen.net/s/9hjpvlqcps/kt-rdled-xb-bn-trim> (Ex. 30).

72. On information and belief, the Advanta Downlight comprises a diffuser positioned proximal to and extending across said second aperture of said first reflector and said first aperture of said second reflector. For example, this limitation is shown below.



73. The full extent of Keystone’s infringement is not presently known to Signify. On information and belief, Keystone has made and sold, or will make and sell, products under different names or part numbers that infringe the ’328 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the ’328 Patent that is infringed and each product that Signify is aware of that infringes the ’328 Patent in accordance with the applicable scheduling order in this case.

74. On information and belief, Keystone has been aware of and has had notice of the '328 Patent and its infringement of the '328 Patent since at least May 29, 2024, when it received a letter from Signify informing it of the same.

75. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '328 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringed and continues to indirectly infringe at least claim 1 of the '328 Patent by active inducement under 35 U.S.C. § 271(b). Keystone has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '328 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Keystone has engaged in such conduct despite its knowledge that such conduct would and was intended to result in direct infringement by Keystone's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '328 Accused Products in the United States. Keystone has performed and continues to perform these affirmative acts with knowledge of the '328 Patent and with knowledge and intent that such actions would induce infringement of the '328 Patent by Keystone's direct and indirect customers.



76. On information and belief, by continuing to make, use, sell, offer to sell an/or import the '328 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringed and continues to indirectly infringe at least claim 1 of the '328 Patent by contributorily infringing under 35 U.S.C. § 271(c). Keystone's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '328 Accused Products and components thereof, including the components identified above, in this District and elsewhere in the United States, contribute to Keystone's customers and end-users directly infringing the '328 Patent. The '328 Accused Products and components thereof, including the components identified above, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Keystone to be especially made or especially adapted for use in infringement of the '328 Patent.

77. On information and belief, Keystone has performed and continues to perform the above-identified acts of infringement with knowledge of the '328 Patent and with intent, or willful blindness, that they cause the direct or indirect infringement of the '328 Patent. Accordingly, Keystone's continued infringement of the '328 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

78. On information and belief, Signify has suffered and continues to suffer damages as a result of Keystone's infringement of the '328 Patent in an amount to be determined at trial.

79. On information and belief, Keystone's infringement of the '328 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless Keystone is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '328 Patent.

80. On information and belief, and in light of the allegations above, including Keystone's willful infringement of the '328 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees incurred in prosecuting this action.

### **COUNT THREE**

#### **(Infringement of U.S. Patent No. 8,272,756)**

81. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

82. On information and belief, Keystone has directly infringed and is directly infringing claims of the '756 Patent, including at least claim 1, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products including, but not limited to, products substantially

similar to the HID LED Replacement Lamp mapped below, and/or other products with substantially similar features (collectively, the “’756 Accused Products”).

83. Signify names this exemplary infringing instrumentality to serve as notice of Keystone’s infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the ’756 Accused Products.

84. Claim 1 of the ’756 Patent recites:

1. A lighting system, comprising:

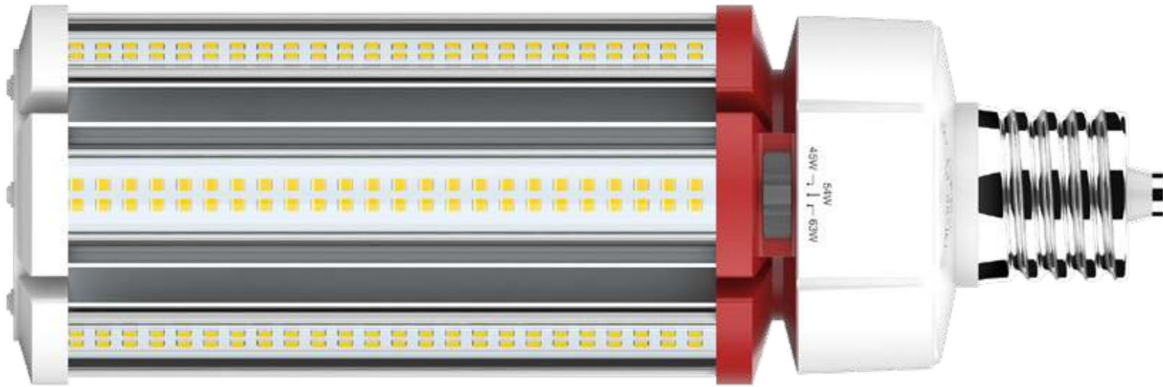
an integrated member comprising;

a channel including a flat surface, a first contoured surface extending beyond a plane of the flat surface, and a second contoured surface extending beyond the plane of the flat surface and opposing the first contoured surface; and;

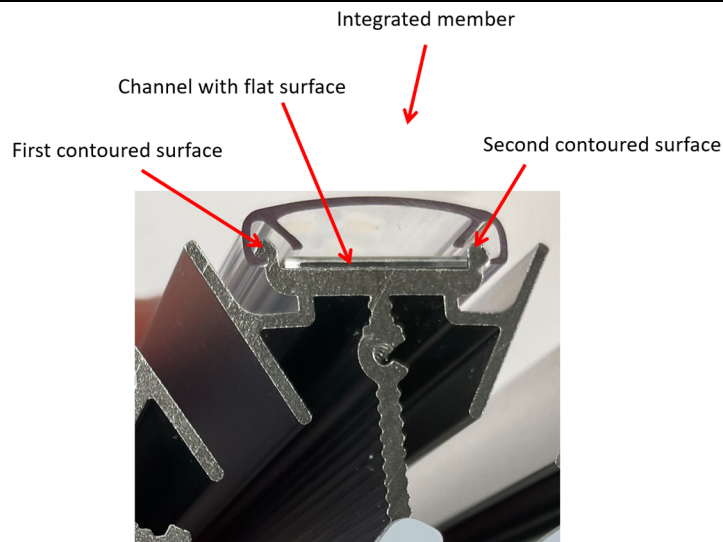
a plurality of protrusions running alongside a back side of the flat surface, the first contoured surface, or the second contoured surface of the channel; and

a plurality of light emitting diodes mounted on one or more respective substrates that are disposed on the flat surface and in thermal contact with the integrated member, wherein each protrusion is operative to dissipate heat conducted by the light emitting diodes.

85. To the extent the preamble limits the claim, on information and belief, the HID Replacement LED Lamp is a lighting system. For example, this limitation is shown below:



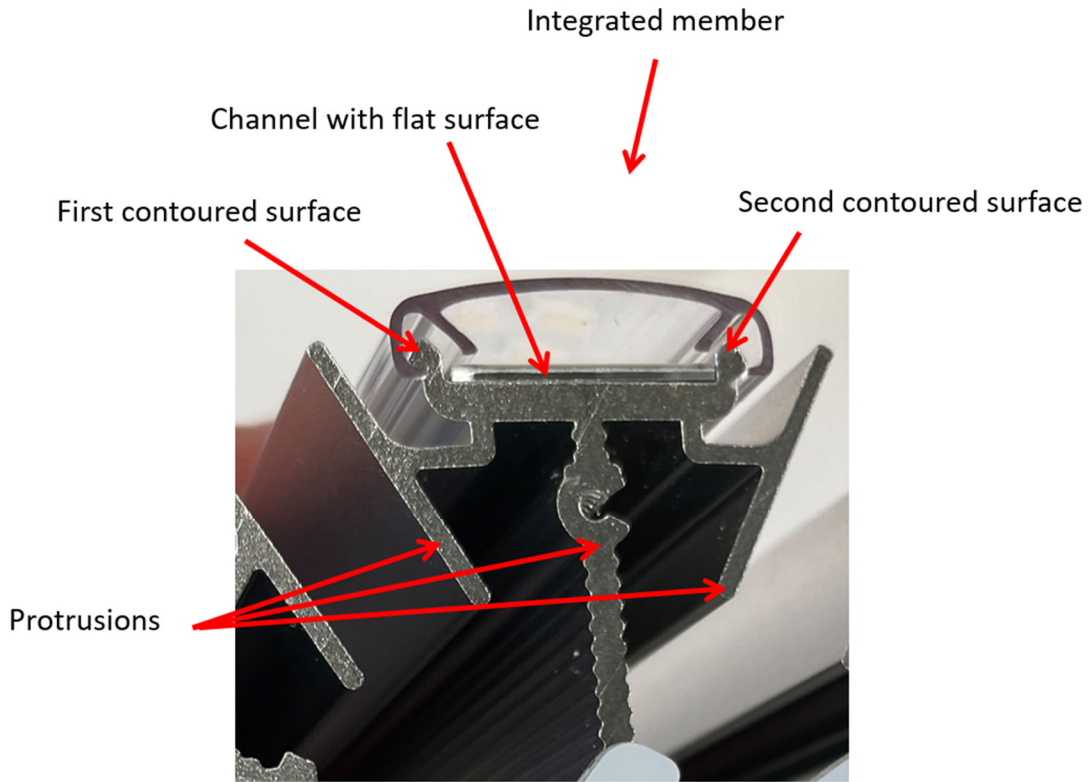
86. On information and belief, the HID Replacement LED Lamp comprises an integrated member comprising a channel including a flat surface, a first contoured surface extending beyond a plane of the flat surface, and a second contoured surface extending beyond the plane of the flat surface and opposing the first contoured surface. For example, this limitation is shown below.



87. On information and belief, the HID Replacement LED Lamp comprises an integrated member comprising a plurality of protrusions running alongside a back

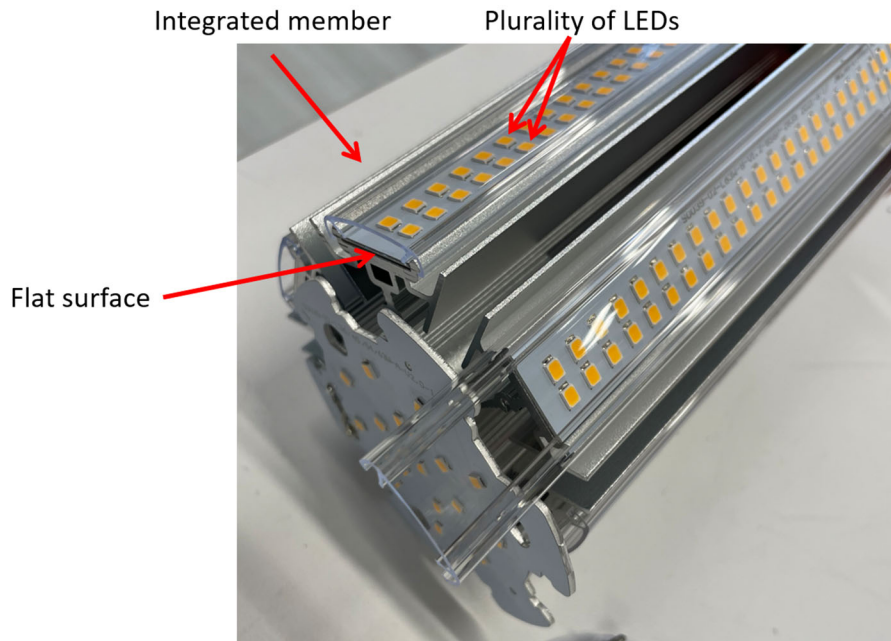
side of the flat surface, the first contoured surface, or the second contoured surface of the channel. For example, this limitation is shown below.

---



88. On information and belief, the HID Replacement LED Lamp comprises a plurality of light emitting diodes mounted on one or more respective substrates that are disposed on the flat surface and in thermal contact with the integrated member, wherein each protrusion is operative to dissipate heat conducted by the light emitting

diodes. For example, this limitation is shown below.



89. The full extent of Keystone’s infringement is not presently known to Signify. On information and belief, Keystone has made and sold, or will make and sell, products under different names or part numbers that infringe the ’756 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the ’756 Patent that is infringed and each product that Signify is aware of that infringes the ’756 Patent in accordance with the applicable scheduling order in this case.

90. On information and belief, Keystone has been aware of and has had notice of the '756 Patent and its infringement of the '756 Patent at least as early as June 28, 2021, when it received a letter from Signify informing it of the same.

91. On information and belief, by continuing to make, use, sell, offer to sell, and/or import the '756 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringes and continues to indirectly infringe at least claim 1 of the '756 Patent by active inducement under 35 U.S.C. § 271(b). Keystone has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '756 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Keystone has engaged in such conduct despite knowing that such conduct would and was intended to result in direct infringement by Keystone's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '756 Accused Products in the United States. Keystone has performed and continues to perform these affirmative acts with knowledge of the '756 Patent and with knowledge that such actions would induce infringement of the '756 Patent by Keystone's direct and indirect customers.

92. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '756 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringes and continues to indirectly infringe at least claim 1 of the '756 Patent by contributorily infringing under 35 U.S.C. § 271(c). Keystone's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '756 Accused Products and components thereof, including drivers within the '756 Accused Products, in this District and elsewhere in the United States, contribute to Keystone's customers and end-users directly infringing the '756 Patent. The '756 Accused Products and components thereof are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Keystone to be especially made or especially adapted for use in infringement of the '756 Patent.

93. On information and belief, Keystone has performed and continues to perform the above-identified acts of infringement with knowledge of the '756 Patent and with intent, or willful blindness, that they cause the direct and indirect infringement of the '756 Patent. Accordingly, Keystone's continued infringement of the '756 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.



94. On information and belief, Signify has suffered and continues to suffer damages as a result of Keystone's infringement of the '756 Patent in an amount to be determined at trial.

95. On information and belief, Keystone's infringement of the '756 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless Keystone is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '756 Patent.

96. On information and belief, and in light of the allegations above, including Keystone's willful infringement of the '756 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees incurred in prosecuting this action.

#### **COUNT FOUR**

##### **(Infringement of U.S. Patent No. 8,709,253)**

97. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

98. On information and belief, Keystone has directly infringed and is directly infringing claims of the '253 Patent, including at least claim 1, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products, including, but not limited to, products substantially

similar to the Aviva Retrofit Downlight mapped below, and/or other products with substantially similar features (collectively, the “’253 Accused Products”).

99. Signify names this exemplary infringing instrumentality to serve as notice of Keystone’s infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the ’253 Accused Products.

100. Claim 1 of the ’253 Patent recites:

1. A downlight module for use with a recessed housing located above a ceiling, comprising:

a heat sink, wherein the heat sink includes an inner surface;

at least one LED light source coupled to the inner surface of the heat sink, wherein the at least one LED light source is oriented to emit light out of the downlight module:

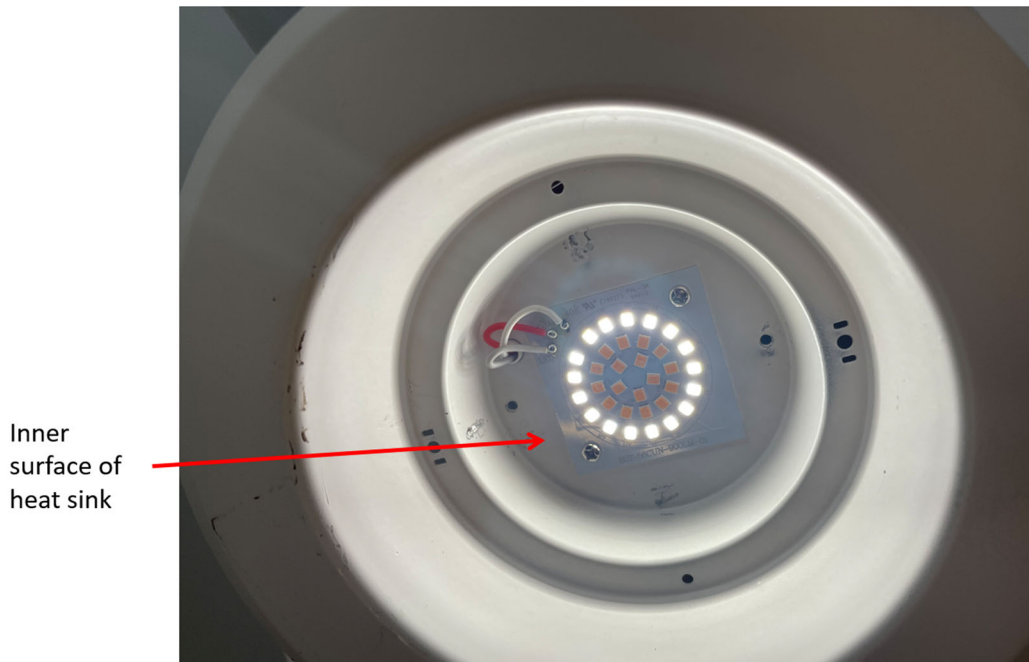
a driver electrically coupled to the at least one LED light source; and

an adapter comprising an Edison screw-in plug at one end of the adapter and a plug connector at an opposing end of the adapter, wherein the plug connector is configured to electrically couple and mechanically couple the adapter to the driver, and wherein the Edison screw-in plug is configured to electrically couple the driver to an Edison base socket.

101. On information and belief, the Aviva Retrofit Downlight is a downlight module for use with a recessed housing located above a ceiling. For example, this limitation is shown below.



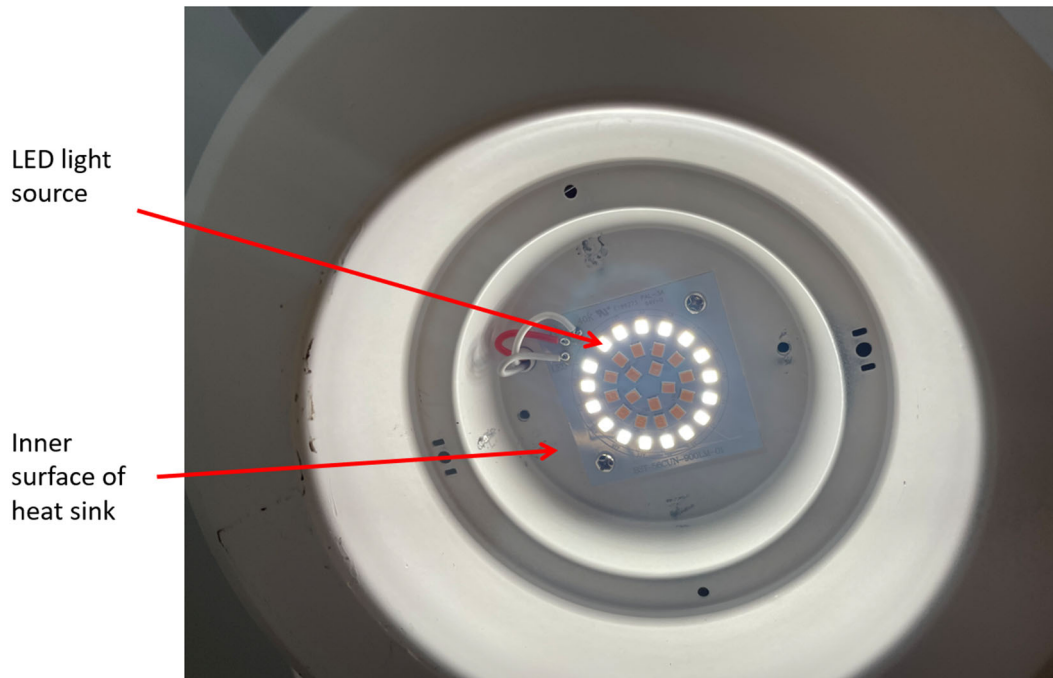
102. On information and belief, the Aviva Retrofit Downlight comprises a heat sink, wherein the heat sink includes an inner surface. For example, this limitation is shown below.



103. On information and belief, the Aviva Retrofit Downlight comprises at least one LED light source coupled to the inner surface of the heat sink, wherein the

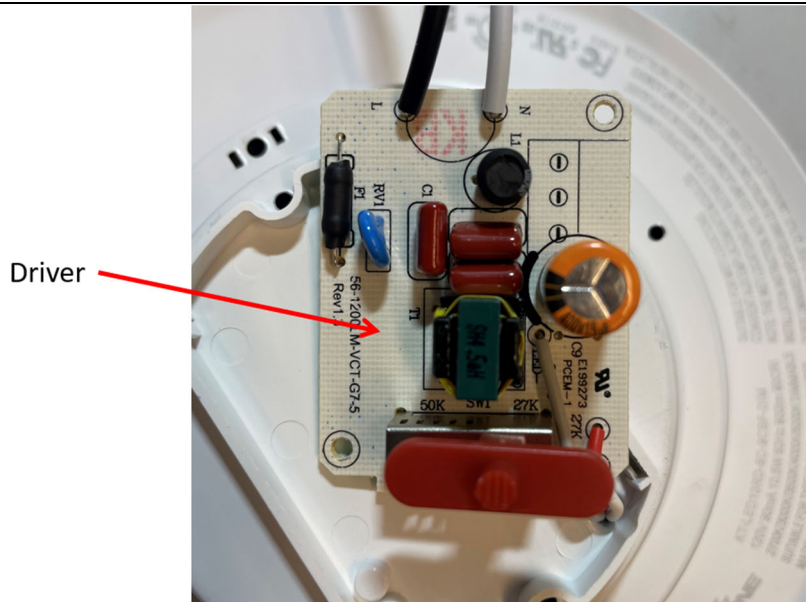
at least one LED light source is oriented to emit light out of the downlight module.

For example, this limitation is shown below.

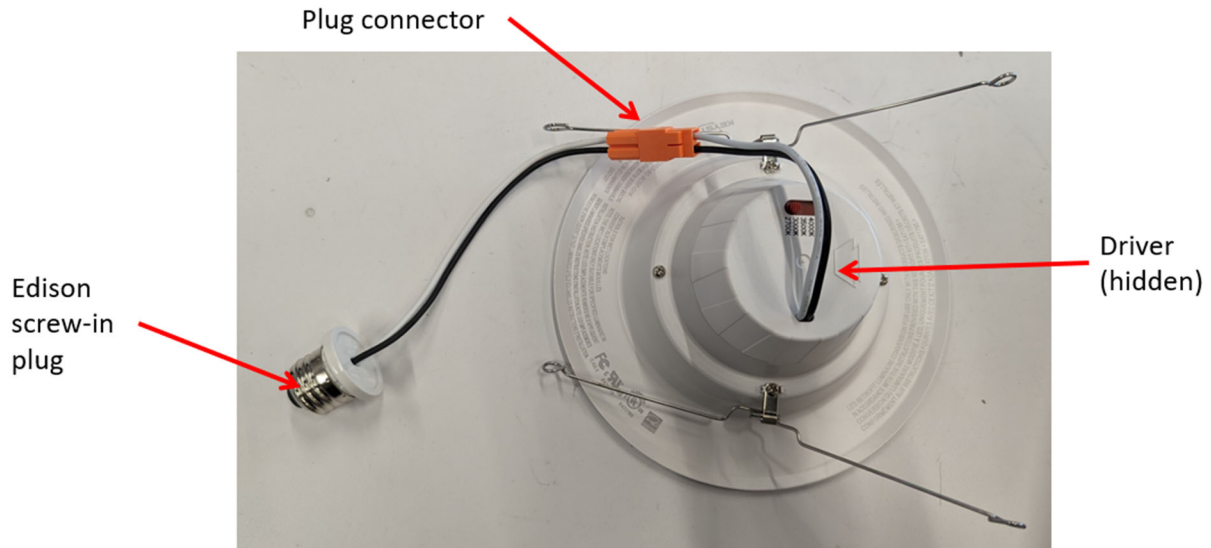


104. On information and belief, the Aviva Retrofit Downlight comprises a driver electrically coupled to the at least one LED light source. For example, this

limitation is shown below.



105. On information and belief, the Aviva Retrofit Downlight comprises an adapter comprising an Edison screw-in plug at one end of the adapter and a plug connector at an opposing end of the adapter, wherein the plug connector is configured to electrically couple and mechanically couple the adapter to the driver, and wherein the Edison screw-in plug is configured to electrically couple the driver to an Edison base socket. For example, this limitation is shown below.



106. The full extent of Keystone’s infringement is not presently known to Signify. On information and belief, Keystone has made and sold, or will make and sell, products under different names or part numbers that infringe the ’253 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the ’253 Patent that is infringed and each product that Signify is aware of that infringes the ’253 Patent in accordance with the applicable scheduling order in this case.

107. On information and belief, Keystone has been aware of and has had notice of the ’253 Patent and its infringement of the ’253 Patent since at least May 29, 2024, when it received a letter from Signify informing it of the same.

108. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '253 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringed and continues to indirectly infringe at least claim 1 of the '253 Patent by active inducement under 35 U.S.C. § 271(b). Keystone has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '253 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Keystone has engaged in such conduct despite its knowledge that such conduct would and was intended to result in direct infringement by Keystone's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '253 Accused Products in the United States. Keystone has performed and continues to perform these affirmative acts with knowledge of the '253 Patent and with knowledge and intent that such actions would induce infringement of the '253 Patent by Keystone's direct and indirect customers.

109. On information and belief, by continuing to make, use, sell, offer to sell an/or import the '253 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringed and continues to indirectly infringe at least claim 1 of the '253 Patent by contributorily infringing

under 35 U.S.C. § 271(c). Keystone's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '253 Accused Products and components thereof, including the components identified above, in this District and elsewhere in the United States, contribute to Keystone's customers and end-users directly infringing the '253 Patent. The '253 Accused Products and components thereof, including the components identified above, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Keystone to be especially made or especially adapted for use in infringement of the '253 Patent.

110. On information and belief, Keystone has performed and continues to perform the above-identified acts of infringement with knowledge of the '253 Patent and with intent, or willful blindness, that they cause the direct or indirect infringement of the '253 Patent. Accordingly, Keystone's continued infringement of the '253 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

111. On information and belief, Signify has suffered and continues to suffer damages as a result of Keystone's infringement of the '253 Patent in an amount to be determined at trial.

112. On information and belief, Keystone's infringement of the '253 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless



Keystone is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '253 Patent.

113. On information and belief, and in light of the allegations above, including Keystone's willful infringement of the '253 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees incurred in prosecuting this action.

### **COUNT FIVE**

#### **(Infringement of U.S. Patent No. 9,351,357)**

114. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

115. On information and belief, Keystone has directly infringed and is directly infringing claims of the '357 Patent, including at least claim 1, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products, including, but not limited to, products substantially similar to the SmartDrive LED Lamp mapped below, and/or other products with substantially similar features (collectively, the "'357 Accused Products").

116. Signify names this exemplary infringing instrumentality to serve as notice of Keystone's infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the '357 Accused Products.

117. Claim 1 of the '357 Patent recites:

1. A light source comprising:

first and second terminals configured for exchanging with a driver an alternating current signal of at least 1 kHz, the light source having a first end where the first terminal is located and a second end where the second terminal is located, the first terminal comprising two first pins and the second terminal comprising two second pins,

a rectifier with a first input coupled to the first terminal and with a second input coupled to the second terminal, and

at least one light emitting diode coupled to outputs of the rectifier, wherein the first input of the rectifier is coupled to the first terminal via a capacitor,

wherein the two first pins are interconnected via a first fuse, the capacitor being connected to one of the first pins, and the two second pins are interconnected via a second fuse.

118. On information and belief, the SmartDrive LED Lamp is a light source.

For example, this limitation is shown below.

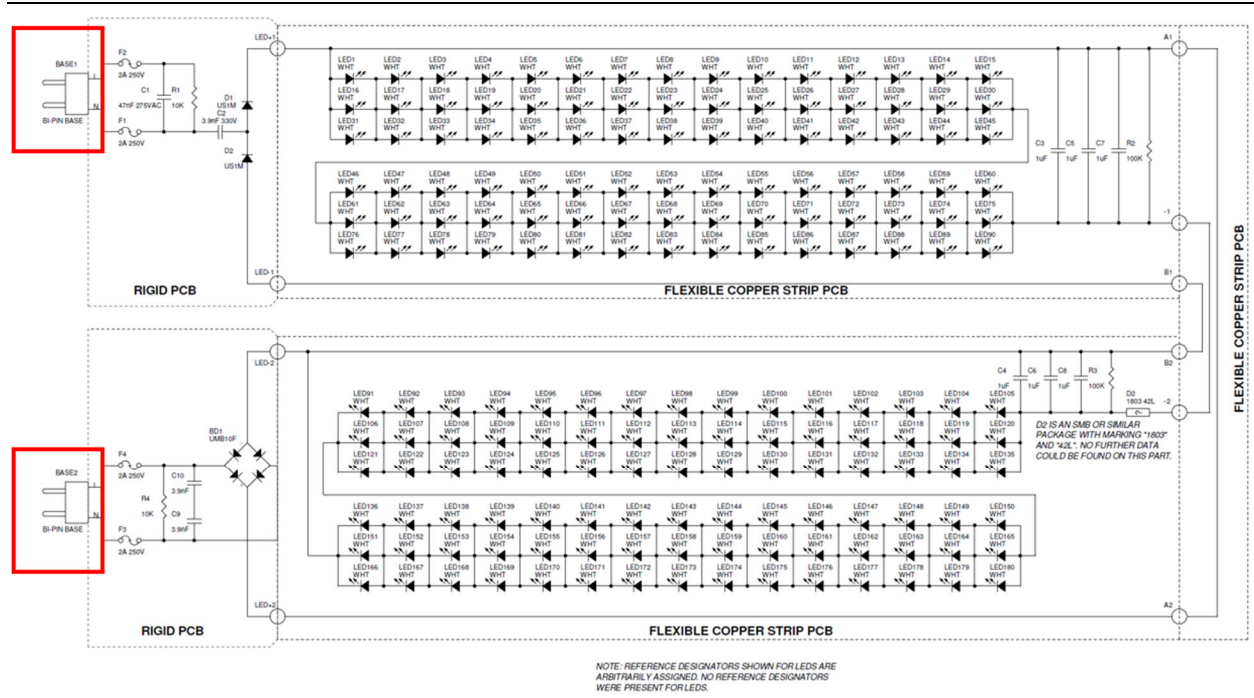


119. On information and belief, the SmartDrive LED Lamp comprises first and second terminals configured for exchanging with a driver an alternating current signal of at least 1 kHz, the light source having a first end where the first terminal is located and a second end where the second terminal is located, the first terminal comprising two first pins and the second terminal comprising two second pins. For example, as shown in Exhibit 23, the SmartDrive LED Lamp includes a first end, adjacent the label “BASE1” where the first terminal is located, and a second end, adjacent the label “BASE2,” where the second terminal is located.

120. In addition, on information and belief, the first and second terminals of the SmartDrive LED Lamp are configured for exchanging with a driver an alternating signal of at least 1kHz, at least because the SmartDrive LED Lamp is compatible with electronic ballasts, as shown in the “U-Bend Compatibility List” attached hereto as Exhibit 31. Upon information and belief, electronic ballasts provide alternating current signals of at least 1 kHz.

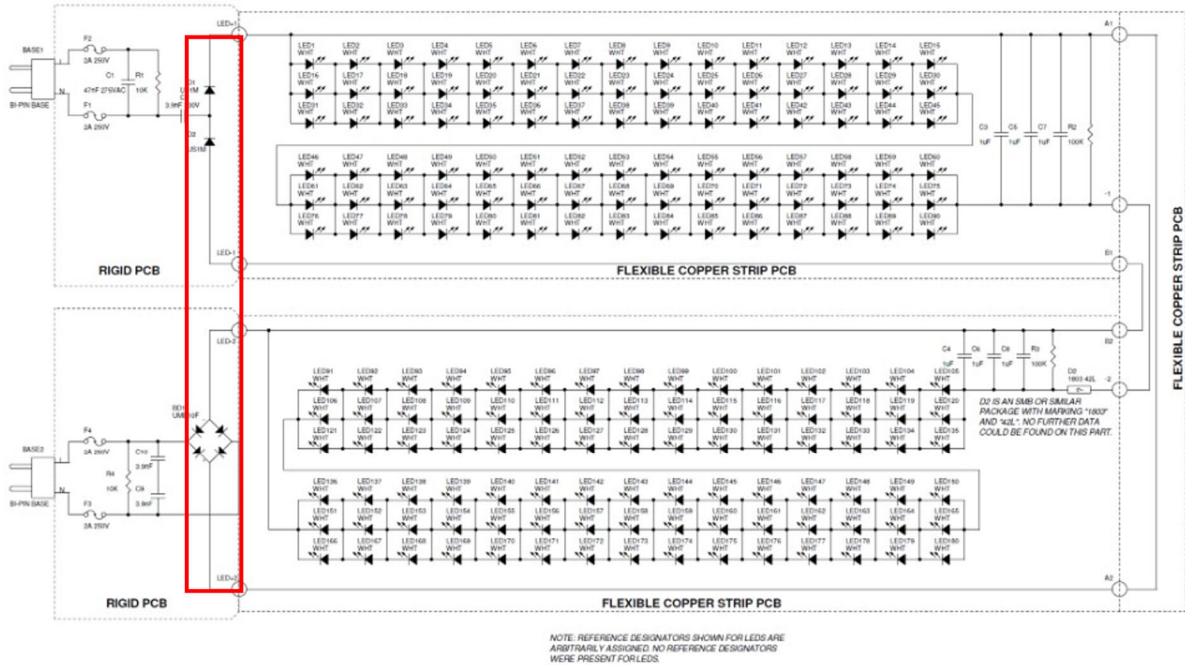
121. On information and belief, and as shown in Exhibit 23, the first terminal of the SmartDrive LED Lamp has two first pins and the second terminal of the SmartDrive LED Lamp has two second pins.

122. For convenience, the first and second terminals (and associated first and second pins) of the SmartDrive LED Lamp are identified in the schematic below:



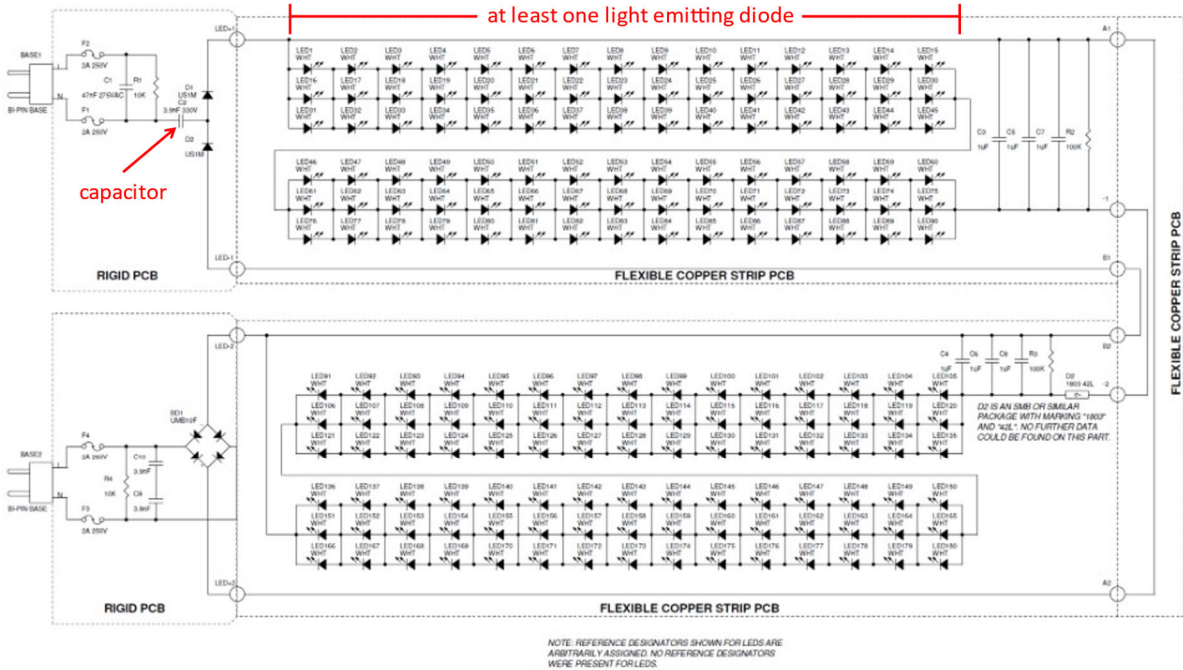
123. On information and belief, the SmartDrive LED Lamp comprises a rectifier with a first input coupled to the first terminal and with a second input coupled to the second terminal. For example, the rectifier of the SmartDrive LED Lamp is identified in Exhibit 23.

124. For convenience, the rectifier with a first input coupled to the first terminal and with a second input coupled to the second terminal of the SmartDrive LED Lamp is identified in the schematic below:



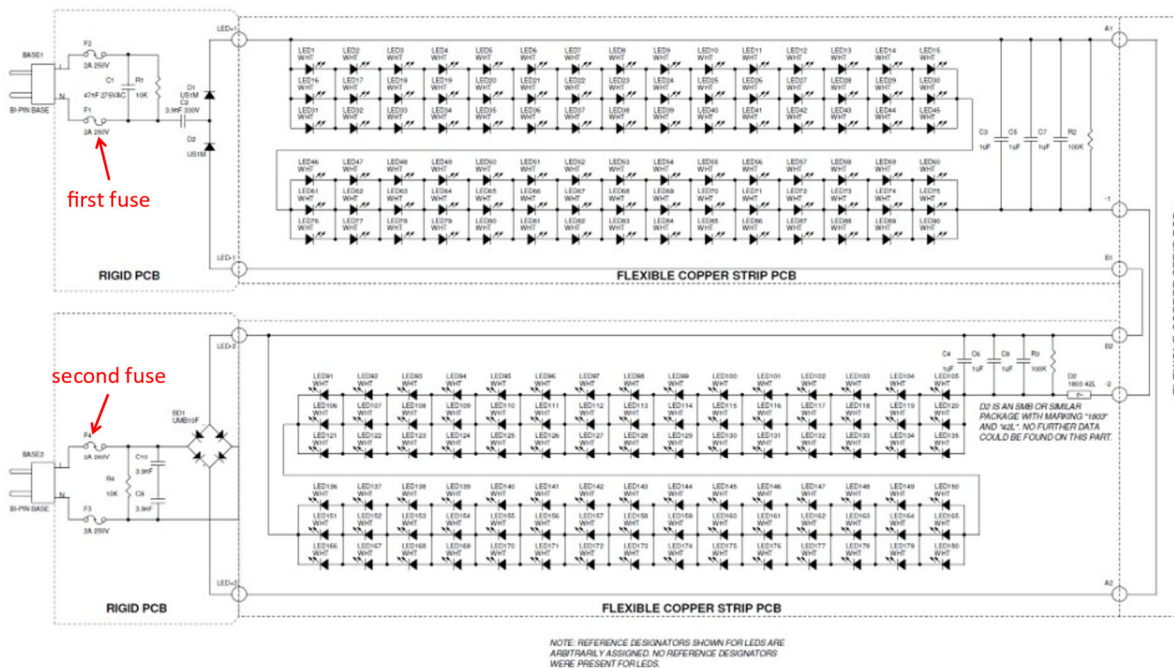
125. On information and belief, the SmartDrive LED Lamp comprises at least one light emitting diode coupled to outputs of the rectifier, wherein the first input of the rectifier is coupled to the first terminal via a capacitor. For example, the at least one light emitting diode, rectifier, first terminal, and capacitor of the SmartDrive LED Lamp are identified in Exhibit 23.

126. For convenience, the at least one light emitting diode and capacitor of the SmartDrive LED Lamp are identified in the schematic below:



127. On information and belief, in the SmartDrive LED Lamp, the two first pins are interconnected via a first fuse, the capacitor being connected to one of the first pins, and the two second pins are interconnected via a second fuse. For example, the two first pins, first fuse, capacitor, two second pins, and second fuse of the SmartDrive LED Lamp are identified in Exhibit 23.

128. For convenience, the first and second fuses of the SmartDrive LED Lamp are identified in the schematic below:



129. The full extent of Keystone’s infringement is not presently known to Signify. On information and belief, Keystone has made and sold, or will make and sell, products under different names or part numbers that infringe the ’357 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the ’357 Patent that is infringed and each product that Signify is aware of that infringes the ’357 Patent in accordance with the applicable scheduling order in this case.



130. On information and belief, Keystone has been aware of and has had notice of the '357 Patent and its infringement of the '357 Patent since at least February 14, 2020, when it received a letter from Signify informing it of the same.

131. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '357 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringed and continues to indirectly infringe at least claim 1 of the '357 Patent by active inducement under 35 U.S.C. § 271(b). Keystone has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '357 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Keystone has engaged in such conduct despite its knowledge that such conduct would and was intended to result in direct infringement by Keystone's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '357 Accused Products in the United States. Keystone has performed and continues to perform these affirmative acts with knowledge of the '357 Patent and with knowledge and intent that such actions would induce infringement of the '357 Patent by Keystone's direct and indirect customers.



132. On information and belief, by continuing to make, use, sell, offer to sell an/or import the '357 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringed and continues to indirectly infringe at least claim 1 of the '357 Patent by contributorily infringing under 35 U.S.C. § 271(c). Keystone's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '357 Accused Products and components thereof, including the components identified above, in this District and elsewhere in the United States, contribute to Keystone's customers and end-users directly infringing the '357 Patent. The '357 Accused Products and components thereof, including the components identified above, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Keystone to be especially made or especially adapted for use in infringement of the '357 Patent.

133. On information and belief, Keystone has performed and continues to perform the above-identified acts of infringement with knowledge of the '357 Patent and with intent, or willful blindness, that they cause the direct or indirect infringement of the '357 Patent. Accordingly, Keystone's continued infringement of the '357 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

134. On information and belief, Signify has suffered and continues to suffer damages as a result of Keystone's infringement of the '357 Patent in an amount to be determined at trial.

135. On information and belief, Keystone's infringement of the '357 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless Keystone is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '357 Patent.

136. On information and belief, and in light of the allegations above, including Keystone's willful infringement of the '357 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees incurred in prosecuting this action.

### **COUNT SIX**

#### **(Infringement of U.S. Patent No. 10,117,300)**

137. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

138. On information and belief, Keystone has directly infringed and is directly infringing claims of the '300 Patent, including at least claim 1, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products, including, but not limited to, products substantially

similar to the Aviva Downlight mapped below, and/or other products with substantially similar features (collectively, the “’300 Accused Products”).

139. Signify names this exemplary infringing instrumentality to serve as notice of Keystone’s infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the ’300 Accused Products.

140. On information and belief, such additional infringing products include, but are not limited to CIRCA Slim Waffer Downlight, including No. KT-WDLED10.5PS-4A-9CSF-VDIM, XFIT Backlit LED Panel Light No. KT-BPLED40PS-22-8CSA-VDIM/G2, ADVANTA Recessed Downlight No. KT-RDLED29PS-8A-8CSE-VDIM.

141. Claim 1 of the ’300 Patent recites:

1. A luminaire comprising:

a power supply that receives AC mains power from a power source and delivers intermediate power; and

a lumen control module coupled to the power supply, wherein the lumen control module receives the intermediate power from the power source, wherein the lumen control module comprises:

at least one first switch that has multiple positions; and

a plurality of resistors coupled to the at least one first switch, wherein each position of the at least one first switch corresponds to a resistance of the plurality of resistors, wherein the intermediate power received by the plurality of resistors is translated to a current level

of a plurality of current levels based on the resistance;  
and

at least one light source coupled to the lumen control module, wherein the at least one light source emits a lumen output based on the current level received from the lumen control module.

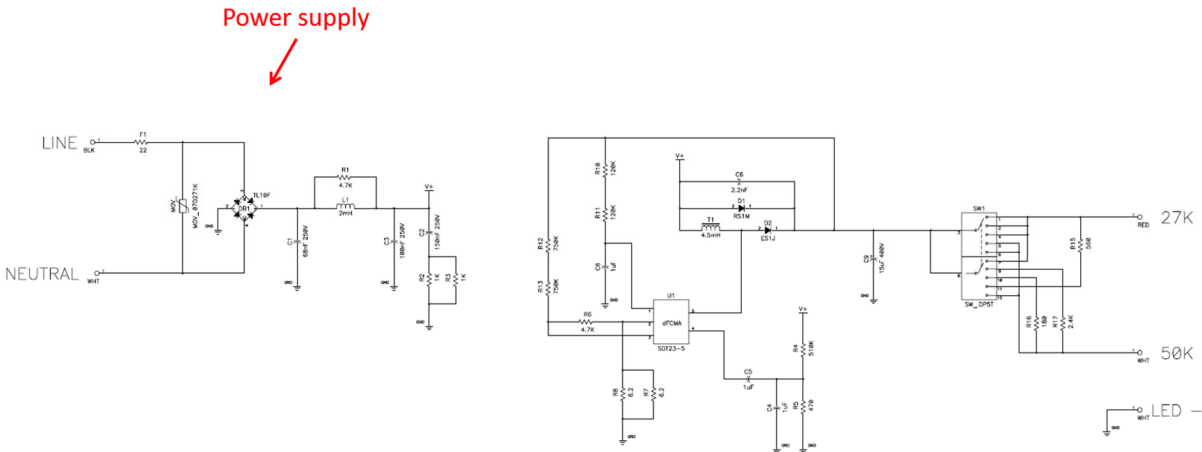
142. On information and belief, and to the extent the preamble is limiting, the Aviva Downlight is a luminaire. For example, this limitation is shown below.



---

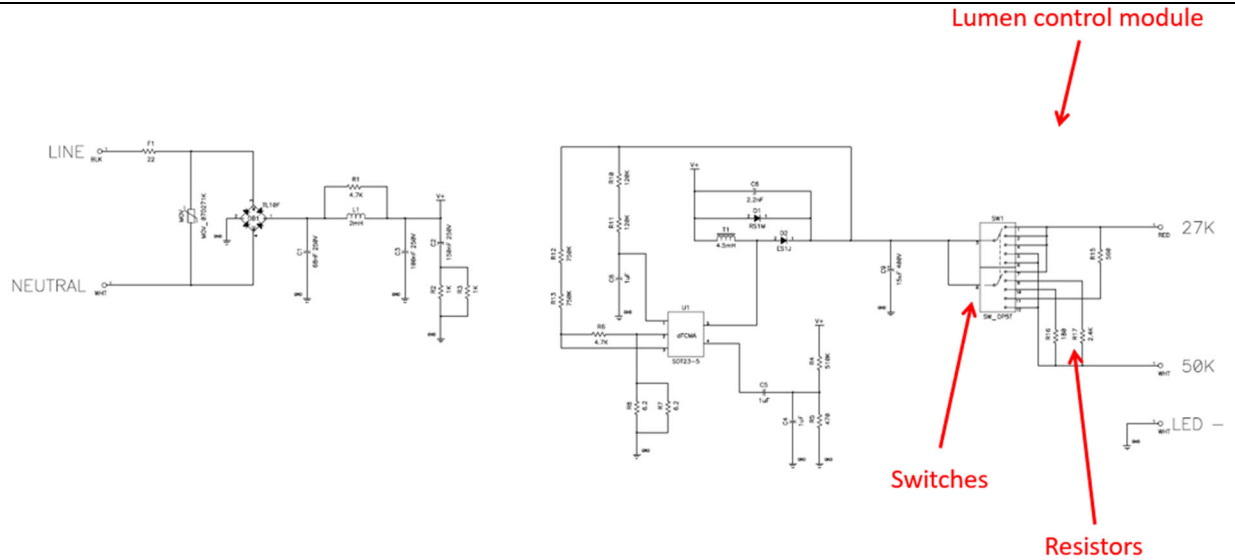
143. On information and belief, the Aviva Downlight includes a power supply that receives AC mains power from a power source and delivers intermediate power. For example, as shown in Exhibit 25, the Aviva Downlight includes a power supply that receives AC power (via terminals labeled “LINE” and “NEUTRAL”) and delivers intermediate power via the terminal labeled “V+.”

144. For convenience, the power supply that receives AC mains power from a power source and delivers intermediate power is identified in the schematic below:



145. On information and belief, the Aviva Downlight includes a lumen control module coupled to the power supply, wherein the lumen control module receives the intermediate power from the power source, wherein the lumen control module comprises: at least one first switch that has multiple positions; and a plurality of resistors coupled to the at least one first switch, wherein each position of the at least one first switch corresponds to a resistance of the plurality of resistors, wherein the intermediate power received by the plurality of resistors is translated to a current level of a plurality of current levels based on the resistance. For example, as shown in Exhibit 25, the Aviva Downlight includes switches labeled “SW1” and “SW\_DP5T,” and a plurality of resistors labeled “R15,” “R16,” and “R17.”

146. For convenience, power supply, switches, and plurality of resistors are identified in the schematic below:



147. On information and belief, the Aviva Downlight comprises at least one light source coupled to the lumen control module, wherein the at least one light source emits a lumen output based on the current level received from the lumen control module. For example, as shown in Exhibit 25, the Aviva Downlight includes two LED arrays, labeled “27K” and “50K.” Photographs of the two LED arrays are provided below:



148. The full extent of Keystone's infringement is not presently known to Signify. On information and belief, Keystone has made and sold, or will make and sell, products under different names or part numbers that infringe the '300 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the '300 Patent that is infringed and each product that Signify is aware of that infringes the '300 Patent in accordance with the applicable scheduling order in this case.

149. On information and belief, Keystone has been aware of and has had notice of the '300 Patent and its infringement of the '300 Patent since at least June 28, 2021, when it received a letter from Signify informing it of the same.

150. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '300 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringed and continues to indirectly infringe at least claim 1 of the '300 Patent by active inducement under 35 U.S.C. § 271(b). Keystone has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '300 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Keystone has engaged in such conduct despite its knowledge that such conduct would and was intended to result in direct infringement by Keystone's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '300 Accused Products in the United States. Keystone has performed and continues to perform these affirmative acts with knowledge of the '300 Patent and with knowledge and intent that such actions would induce infringement of the '300 Patent by Keystone's direct and indirect customers.

151. On information and belief, by continuing to make, use, sell, offer to sell an/or import the '300 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringed and continues to indirectly infringe at least claim 1 of the '300 Patent by contributorily infringing



under 35 U.S.C. § 271(c). Keystone's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '300 Accused Products and components thereof, including the components identified above, in this District and elsewhere in the United States, contribute to Keystone's customers and end-users directly infringing the '300 Patent. The '300 Accused Products and components thereof, including the components identified above, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Keystone to be especially made or especially adapted for use in infringement of the '300 Patent.

152. On information and belief, Keystone has performed and continues to perform the above-identified acts of infringement with knowledge of the '300 Patent and with intent, or willful blindness, that they cause the direct or indirect infringement of the '300 Patent. Accordingly, Keystone's continued infringement of the '300 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

153. On information and belief, Signify has suffered and continues to suffer damages as a result of Keystone's infringement of the '300 Patent in an amount to be determined at trial.

154. On information and belief, Keystone's infringement of the '300 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless

Keystone is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '300 Patent.

155. On information and belief, and in light of the allegations above, including Keystone's willful infringement of the '300 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees incurred in prosecuting this action.

### **COUNT SEVEN**

#### **(Infringement of U.S. Patent No. 10,506,682)**

156. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

157. On information and belief, Keystone has directly infringed and is directly infringing claims of the '682 Patent, including at least claim 1, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products, including, but not limited to, products substantially similar to the Advanta Downlight mapped below, and/or other products with substantially similar features (collectively, the "'682 Accused Products").

158. Signify names this exemplary infringing instrumentality to serve as notice of Keystone's infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the '682 Accused Products.

159. Claim 1 of the '682 Patent recites:

1. A luminaire comprising:

a control module comprising:

at least one first switch that has multiple positions; and

a plurality of resistive components coupled to the at least one first switch, wherein each position of the at least one first switch corresponds to a resistance of the plurality of resistive components, wherein the resistance determines a current level of a plurality of current levels when power is applied to the plurality of resistive components; and

a light source coupled to the control module, wherein the light source emits an output based on the current level received from the control module,

wherein the at least one first switch, when in any position of the multiple positions, and at least one of the plurality of resistive components are coupled to the light source,

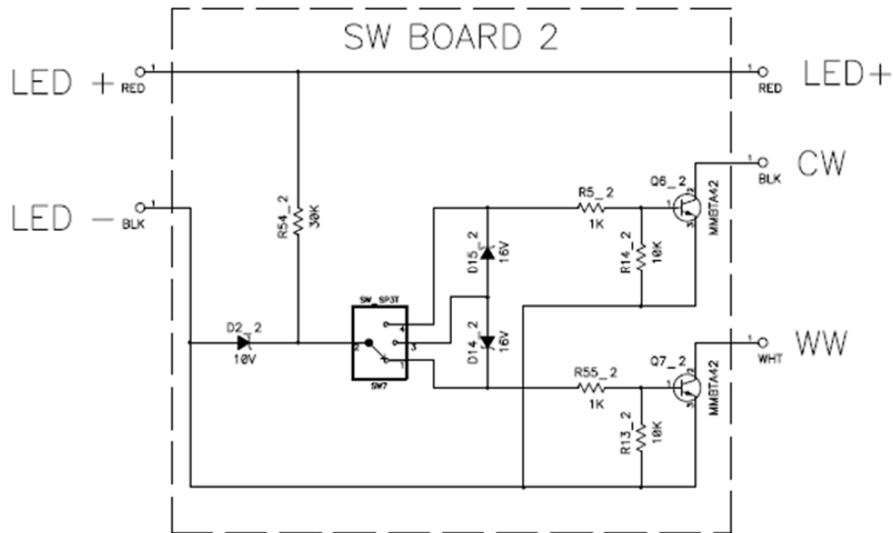
wherein the light source illuminates when the power flows through the control module to the light source, regardless of the position of the at least one first switch.

160. On information and belief, and to the extent the preamble is limiting, the Advanta Downlight is a luminaire. For example, this limitation is shown below.



161. On information and belief, the Advanta Downlight includes a control module comprising: at least one first switch that has multiple positions; and a plurality of resistive components coupled to the at least one first switch, wherein each position of the at least one first switch corresponds to a resistance of the plurality of resistive components, wherein the resistance determines a current level of a plurality of current levels when power is applied to the plurality of resistive components. For example, as shown in Exhibit 26, the Advanta Downlight includes a control module, including at least the portion identified as “SW BOARD 2,” having the features listed above.

162. For convenience, the portion labeled “SW BOARD 2” is shown below:



163. On information and belief, the at least one first switch includes the switch labeled “SW7,” as shown in Exhibit 26.

164. On information and belief, the plurality of resistive components includes at least the resistors labeled “R5\_2” and “R55\_2,” as shown in Exhibit 26.

165. On information and belief, the Advanta Downlight includes a light source coupled to the control module, wherein the light source emits an output based on the current level received from the control module:



166. On information and belief, the at least one first switch of the Advanta Downlight, when in any position of the multiple positions, and at least one of the plurality of resistive components are coupled to the light source. For example, as shown in Exhibit 26, the switch “SW7” is coupled to at least one of the resistors “R5\_2” and “R55\_2” and the light source, regardless of the position of the switch.

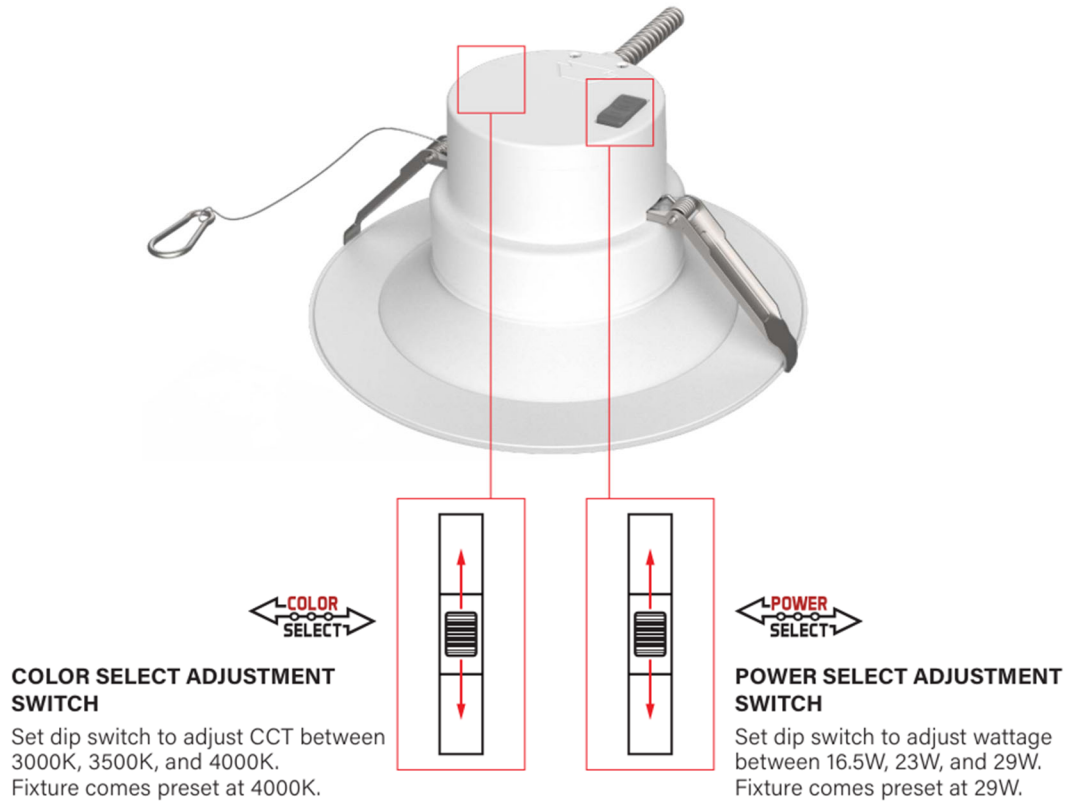
167. On information and belief, the light source illuminates when the power flows through the control module to the light source, regardless of the position of the at least one first switch. As shown below, the Advanta Downlight includes a “color select adjustment switch,” which will cause the light source to illuminate at different colors, based upon the position of the switch:

---

**POWER SELECT (WATTAGE) AND COLOR SELECT (CCT) ADJUSTMENT**

This fixture is equipped with field-adjustable Keystone Power Select and Color Select technology.

1. Ensure power is off to the fixture.
2. Adjust dip switches to desired settings.



See <https://keystonetech.widen.net/content/rd1qgulk4k/pdf/KT-RDLED29PS-8A-8CSE-VDIM.pdf?u=xq6wdp> (Ex. 24).

168. The full extent of Keystone's infringement is not presently known to Signify. On information and belief, Keystone has made and sold, or will make and sell, products under different names or part numbers that infringe the '682 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise

its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the '682 Patent that is infringed and each product that Signify is aware of that infringes the '682 Patent in accordance with the applicable scheduling order in this case.

169. On information and belief, Keystone has been aware of and has had notice of the '682 Patent and its infringement of the '682 Patent since at least May 29, 2024, when it received a letter from Signify informing it of the same.

170. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '682 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringed and continues to indirectly infringe at least claim 1 of the '682 Patent by active inducement under 35 U.S.C. § 271(b). Keystone has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '682 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Keystone has engaged in such conduct despite its knowledge that such conduct would and was intended to result in direct infringement by Keystone's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '682 Accused Products in the United States. Keystone has



performed and continues to perform these affirmative acts with knowledge of the '682 Patent and with knowledge and intent that such actions would induce infringement of the '682 Patent by Keystone's direct and indirect customers.

171. On information and belief, by continuing to make, use, sell, offer to sell an/or import the '682 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringed and continues to indirectly infringe at least claim 1 of the '682 Patent by contributorily infringing under 35 U.S.C. § 271(c). Keystone's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '682 Accused Products and components thereof, including the components identified above, in this District and elsewhere in the United States, contribute to Keystone's customers and end-users directly infringing the '682 Patent. The '682 Accused Products and components thereof, including the components identified above, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Keystone to be especially made or especially adapted for use in infringement of the '682 Patent.

172. On information and belief, Keystone has performed and continues to perform the above-identified acts of infringement with knowledge of the '682 Patent and with intent, or willful blindness, that they cause the direct or indirect infringement of the '682 Patent. Accordingly, Keystone's continued infringement of

the '682 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

173. On information and belief, Signify has suffered and continues to suffer damages as a result of Keystone's infringement of the '682 Patent in an amount to be determined at trial.

174. On information and belief, Keystone's infringement of the '682 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless Keystone is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '682 Patent.

175. On information and belief, and in light of the allegations above, including Keystone's willful infringement of the '682 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees incurred in prosecuting this action.

### **COUNT EIGHT**

#### **(Infringement of U.S. Patent No. 9,820,350)**

176. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

177. On information and belief, Keystone has directly infringed and is directly infringing claims of the '350 Patent, including at least claim 1, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or

importing infringing products, including, but not limited to, products substantially similar to the Circa LED Slim Wafer Downlight mapped below, and/or other products with substantially similar features (collectively, the “’350 Accused Products”).

178. Signify names this exemplary infringing instrumentality to serve as notice of Keystone’s infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the ’350 Accused Products.

179. On information and belief, such additional infringing products include, but are not limited to the AVIVA Recessed Downlight No. KT-LED10RD-6C-9CSF-DIM.

180. Claim 1 of the ’350 Patent recites:

1. A luminaire comprising:

1. A luminaire comprising:

an input settable in a first, a second, a third, and a fourth state;

a first light source having a first color temperature;

a second light source having a second color temperature; and

a controller connected to the input, the first light source, and the second light source, the controller configured to:

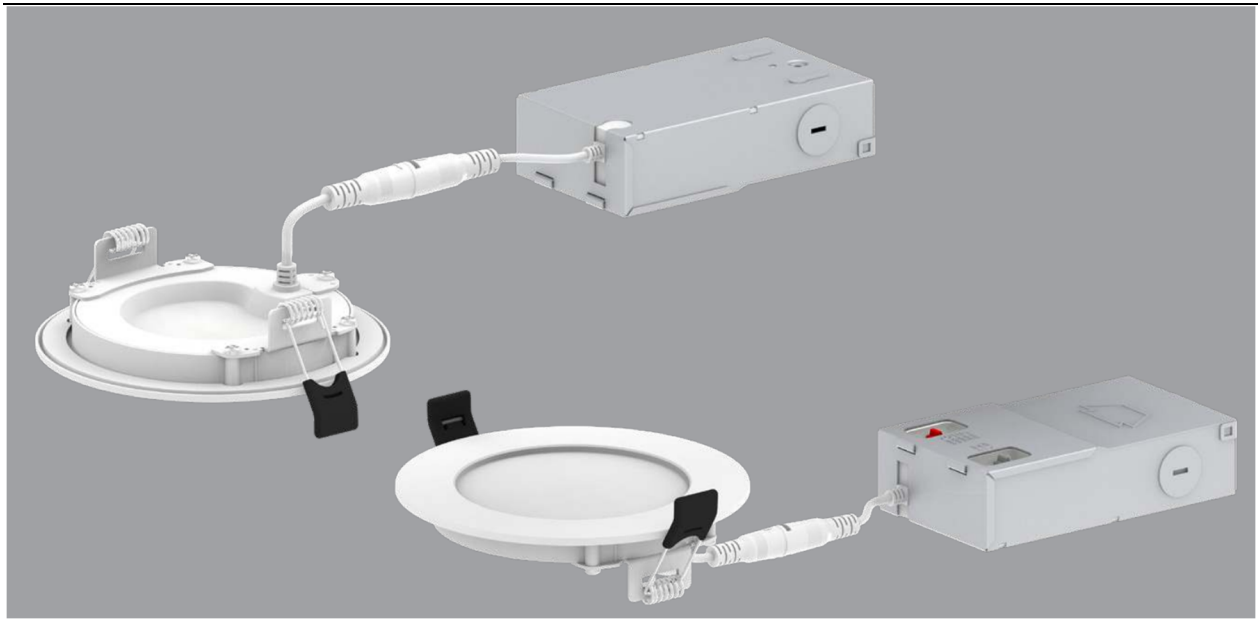
power the first light source when the input is in the first state;

power the second light source when the input is in the second state;

power the first light source and the second light source when the input is in the third state; and

power the first light source and the second light source when the input is in the fourth state.

181. On information and belief, and to the extent the preamble is limiting, the Circa LED Slim Wafer Downlight is a luminaire. For example, this limitation is shown below.

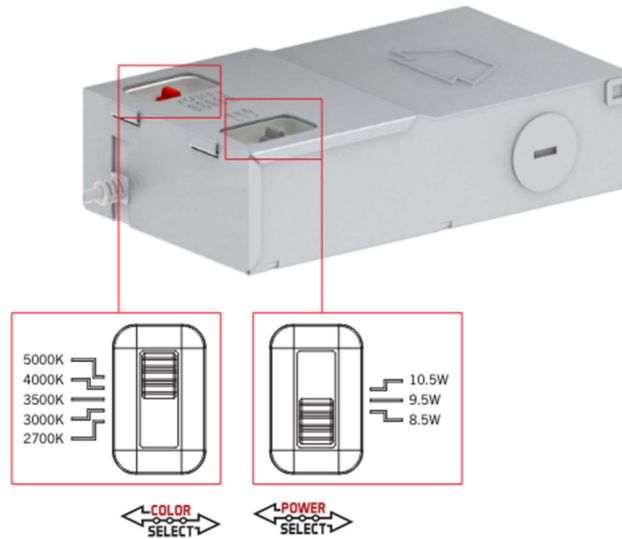


182. On information and belief, the Circa LED Slim Wafer Downlight includes an input settable in a first, a second, a third, and a fourth state. For example, as shown below, the Circa LED Slim Wafer Downlight includes a “color select adjustment switch” that includes at least four settable states:

**POWER SELECT (WATTAGE) AND COLOR SELECT (CCT) ADJUSTMENT**

This fixture is equipped with field-adjustable Keystone Power Select and Color Select technology.

1. Ensure power is off to the fixture.
2. Adjust dip switches to desired settings.



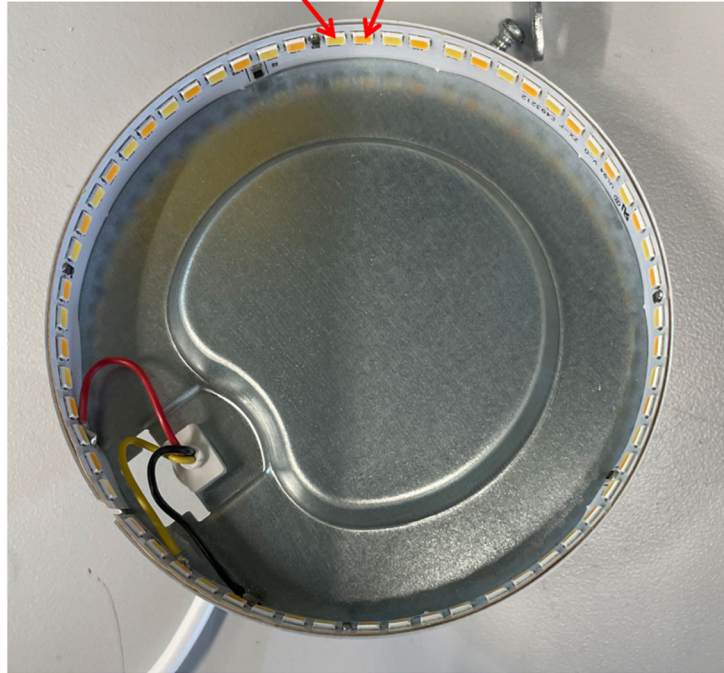
**COLOR SELECT ADJUSTMENT SWITCH**  
 Set dip switch to adjust CCT between 2700K, 3000K, 3500K, 4000K, and 5000K. Fixture comes preset at 5000K.

**POWER SELECT ADJUSTMENT SWITCH**  
 Set dip switch to adjust wattage between 8.5W, 9.5W, and 10.5W. Fixture comes preset at 10.5W.

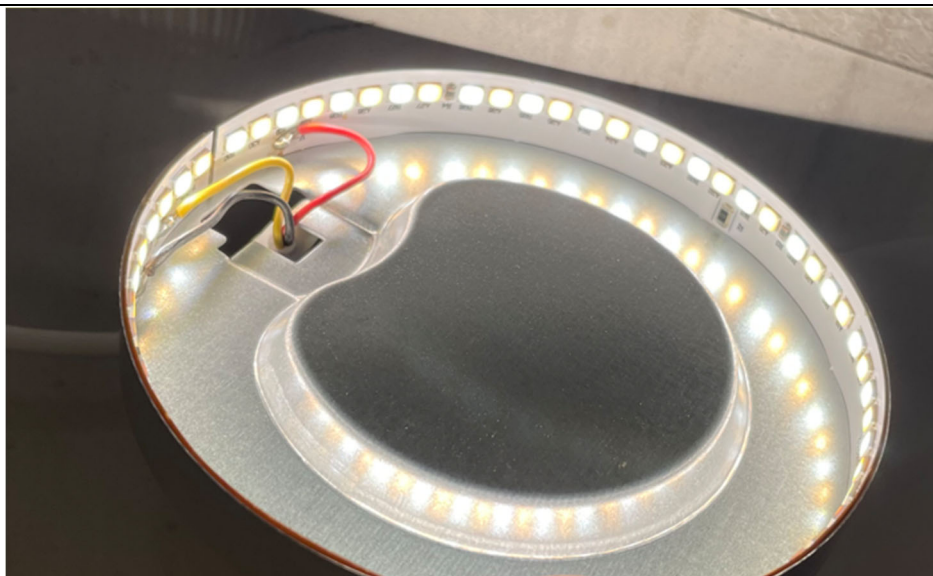
See <https://keystonetech.widen.net/content/quycz2nskf/pdf/KT-WDLED10.5PS-4A-9CSF-VDIM.pdf?u=xq6wdp> (Ex. 19).

183. In addition, on information and belief, the Circa LED Slim Wafer Downlight includes a first light source having a first color temperature a second light source having a second color temperature. For example, the first and second light sources are shown below:

First light source      Second light source



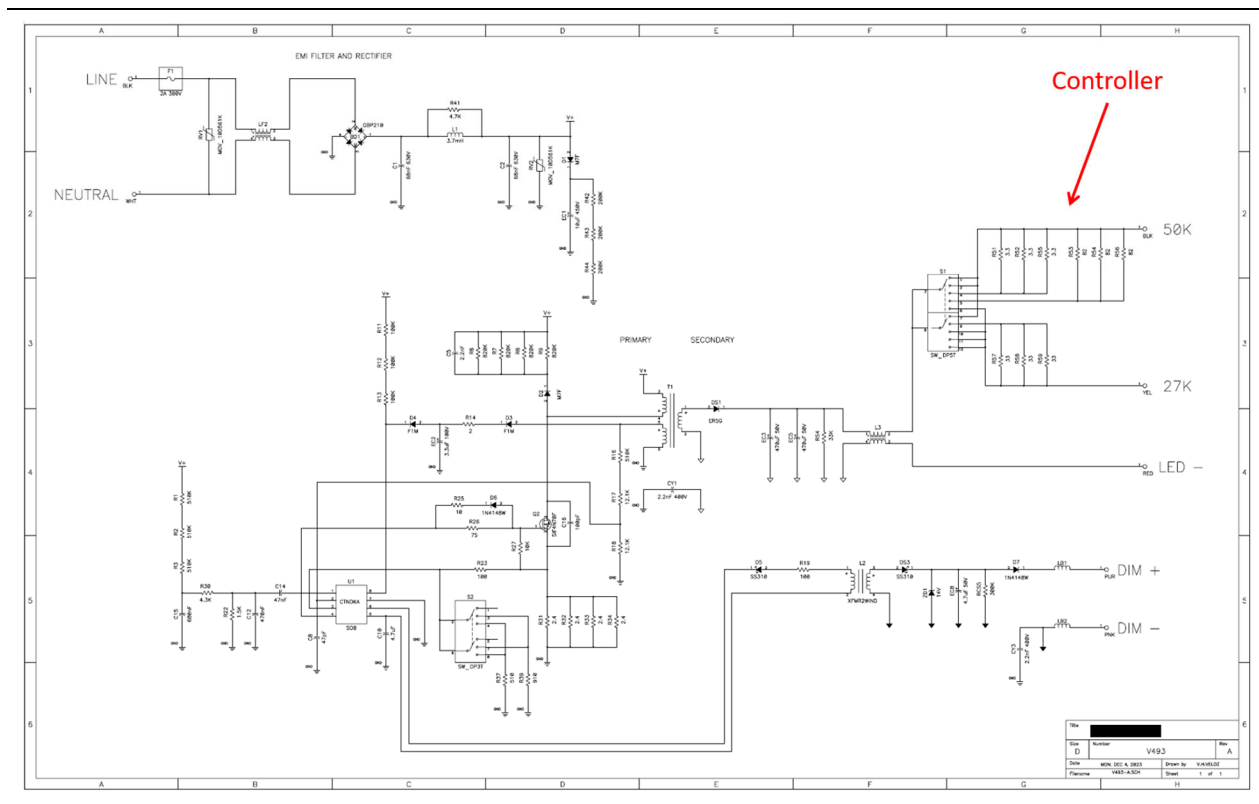
184. In addition, the first and second light sources have first and second color temperatures, as shown below:



185. On information and belief, the first and second light sources are identified in Exhibit 27 as “50K” and “27K.”

186. On information and belief, the Circa LED Slim Wafer Downlight has a controller connected to the input, the first light source, and the second light source. For example, as shown in Exhibit 27, the controller includes the resistor network and associated wiring leading from switches “SW1” and “SW\_DP5T” to the light sources “50K” and “27K,” including resistors “R51” through “R59.”

187. For convenience, the controller is identified in the schematic below:



188. On information and belief, the controller is configured to power the first light source when the input is in the first state. For example, when the “color select

adjustment switch” of the Circa LED Slim Wafer Downlight is set to the 5000K position, only the light source identified as “50K” in Exhibit 27 is illuminated.

189. On information and belief, the controller is further configured to power the second light source when the input is in the second state. For example, when the “color select adjustment switch” of the Circa LED Slim Wafer Downlight is set to the 2700K position, only the light source identified as “27K” in Exhibit 27 is illuminated.

190. On information and belief, the controller is further configured to power the first light source and the second light source when the input is in the third state. For example, when the “color select adjustment switch” of the Circa LED Slim Wafer Downlight is set to the 3000K position, the light sources identified as “27K” and “50K” in Exhibit 27 are both illuminated.

191. On information and belief, the controller is further configured to power the first light source and the second light source when the input is in the fourth state. For example, when the “color select adjustment switch” of the Circa LED Slim Wafer Downlight is set to the 3500K position, the light sources identified as “27K” and “50K” in Exhibit 27 are both illuminated.

192. The full extent of Keystone’s infringement is not presently known to Signify. On information and belief, Keystone has made and sold, or will make and sell, products under different names or part numbers that infringe the ’350 Patent in



a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the '350 Patent that is infringed and each product that Signify is aware of that infringes the '350 Patent in accordance with the applicable scheduling order in this case.

193. On information and belief, Keystone has been aware of and has had notice of the '350 Patent and its infringement of the '350 Patent since at least June 28, 2021, when it received a letter from Signify informing it of the same.

194. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '350 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringed and continues to indirectly infringe at least claim 1 of the '350 Patent by active inducement under 35 U.S.C. § 271(b). Keystone has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '350 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Keystone has engaged in such conduct despite its knowledge that such

conduct would and was intended to result in direct infringement by Keystone's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '350 Accused Products in the United States. Keystone has performed and continues to perform these affirmative acts with knowledge of the '350 Patent and with knowledge and intent that such actions would induce infringement of the '350 Patent by Keystone's direct and indirect customers.

195. On information and belief, by continuing to make, use, sell, offer to sell an/or import the '350 Accused Products on or after Keystone first had notice of Signify's allegations of infringement, Keystone indirectly infringed and continues to indirectly infringe at least claim 1 of the '350 Patent by contributorily infringing under 35 U.S.C. § 271(c). Keystone's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '350 Accused Products and components thereof, including the components identified above, in this District and elsewhere in the United States, contribute to Keystone's customers and end-users directly infringing the '350 Patent. The '350 Accused Products and components thereof, including the components identified above, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Keystone to be especially made or especially adapted for use in infringement of the '350 Patent.

196. On information and belief, Keystone has performed and continues to perform the above-identified acts of infringement with knowledge of the '350 Patent

and with intent, or willful blindness, that they cause the direct or indirect infringement of the '350 Patent. Accordingly, Keystone's continued infringement of the '350 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

197. On information and belief, Signify has suffered and continues to suffer damages as a result of Keystone's infringement of the '350 Patent in an amount to be determined at trial.

198. On information and belief, Keystone's infringement of the '350 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless Keystone is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '350 Patent.

199. On information and belief, and in light of the allegations above, including Keystone's willful infringement of the '350 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees incurred in prosecuting this action.

### **DEMAND FOR A JURY TRIAL**

Signify hereby demands trial by jury on all claims and issues so triable.

### **PRAYER FOR RELIEF**

WHEREFORE, Signify prays for the following judgments and relief:

(a) A judgment that Keystone has infringed and is infringing the Patents-in-Suit;

(b) A permanent injunction against Keystone and its affiliates, subsidiaries, assignees, employees, agents or anyone acting in privity or concert from infringing the Patents-in-Suit, including enjoining the making, offering to sell, selling, using, or importing into the United States products claimed in any of the claims of the Patents-in-Suit; using or performing methods claimed in any of the claims of the Patents-in-Suit; inducing others to use and perform methods that infringe any claim of the Patents-in-Suit; or contributing to others using and performing methods that infringe any claim of the Patents-in-Suit, until the expiration of the Patents-in-Suit;

(c) A judgment that Keystone's infringement of the Patents-in-Suit was willful and that Keystone's continued infringement of the Patents-in-Suit is willful;

(d) An award of damages adequate to compensate Signify for Keystone's patent infringement, and an accounting to adequately compensate Signify for the infringement, including, but not limited to, lost profits and/or a reasonable royalty;

(e) An award of pre-judgment and post-judgment interest at the maximum rate allowed by law;

(f) An award of damages for willful infringement;

(g) An order finding that this is an exceptional case and awarding Signify its costs, expenses, disbursements, and reasonable attorneys' fees related to

Keystone's patent infringement under 35 U.S.C. § 285 and all other applicable statutes, rules and common law; and

(h) Such other further relief, in law or equity, as this Court deems just and proper.

Dated: May 31, 2024

*/s/ JOSHUA M. WEEKS*

---

Adam D. Swain  
ALSTON & BIRD LLP  
950 F. Street, NW  
Washington, D.C. 20004-1404  
(202) 239-3300

Joshua Weeks  
ALSTON & BIRD LLP  
1201 West Peachtree Street  
Atlanta, GA 30309  
(404) 881-7405

*Attorneys for Plaintiff Signify Holding  
B.V.*