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 Attorneys for Plaintiff
 OAKLEY, INC.

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IN THE UNITED STATES DISTRICT COURT
 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

OAKLEY, INC., a Washington
 corporation,
 Plaintiff,
 v.
 DK JUICE INC. d/b/a SUNSCAPE, a
 California corporation,
 Defendant.

Civil Action No. **'14CV0502 JAH NLS**
**COMPLAINT FOR PATENT
 INFRINGEMENT**
DEMAND FOR JURY TRIAL

1 Plaintiff Oakley, Inc. (“Oakley”) hereby complains of Defendant DK
2 Juice Inc. d/b/a Sunscape (“Defendant”) and alleges as follows:

3 **I. THE PARTIES**

4 1. Plaintiff Oakley is a corporation organized and existing under the
5 laws of the State of Washington, having its principal place of business at One
6 Icon, Foothill Ranch, California 92610.

7 2. Plaintiff is informed and believes, and thereon alleges, that
8 Defendant Sunscape is a corporation organized and existing under the laws of
9 the state of California, having its principal place of business at 17526 Von
10 Karman Avenue, Irvine, California 92614.

11 3. Oakley is informed and believes, and thereon alleges, that
12 Defendant regularly conducts business in, and has committed the acts alleged
13 herein, within this judicial district.

14 **II. JURISDICTION AND VENUE**

15 4. This is an action for patent infringement arising under the patent
16 laws of the United States, 35 U.S.C. §§ 271 and 281.

17 5. This Court has subject matter jurisdiction over this action pursuant
18 to 28 U.S.C. §§ 1331 and 1338, as it arises under the patent laws of the United
19 States.

20 6. This Court has personal jurisdiction over Defendant because
21 Defendant has a continuous, systematic, and substantial presence within this
22 judicial district including by selling and offering for sale infringing products in
23 this judicial district, and by committing acts of patent infringement in this
24 judicial district, including but not limited to selling infringing eyewear directly
25 to consumers and/or retailers in this district and selling into the stream of
26 commerce knowing such eyewear products would be sold in California and this
27 district, which acts form a substantial part of the events or omissions giving rise
28 to Oakley’s claim.

1 7. Venue is proper in this judicial district under 28 U.S.C. § 1391 (b)-
2 (d), and 28 U.S.C. § 1400(b).

3 **III. GENERAL ALLEGATIONS**

4 8. Oakley has been actively engaged in the manufacture and sale of
5 high quality eyewear since at least 1985. Oakley is the manufacturer and
6 retailer of several lines of eyewear that have enjoyed substantial success and are
7 protected by various intellectual property rights owned by Oakley.

8 9. On September 3, 2002, the United States Patent and Trademark
9 Office (“U.S.P.T.O.”) duly and lawfully issued United States Design Patent No.
10 D462,375 (“the D375 Patent”), entitled “EYEGLASS AND EYEGLASS
11 COMPONENTS.” Oakley is the owner by assignment of all right, title, and
12 interest in the D375 Patent. A true and correct copy of the D375 Patent is
13 attached hereto as Exhibit A.

14 10. On November 25, 2008, the U.S.P.T.O. duly and lawfully issued
15 United States Design Patent No. D581,444 (“the D444 Patent”), entitled
16 “EYEGLASS COMPONENTS.” Oakley is the owner by assignment of all
17 right, title, and interest in the D444 Patent. A true and correct copy of the D444
18 Patent is attached hereto as Exhibit B.

19 11. On November 25, 2008, the U.S.P.T.O. duly and lawfully issued
20 United States Design Patent No. D581,443 (“the D443 Patent”), entitled
21 “EYEGLASSES COMPONENTS.” Oakley is the owner by assignment of all
22 right, title, and interest in the D443 Patent. A true and correct copy of the D443
23 Patent is attached hereto as Exhibit C.

24 12. On May 20, 2008, the U.S.P.T.O. duly and lawfully issued United
25 States Design Patent No. D569,412 (“the D412 Patent”), entitled “EYEGLASS
26 AND EYEGLASS COMPONENTS.” Oakley is the owner by assignment of all
27 right, title, and interest in the D412 Patent. A true and correct copy of the D412
28 Patent is attached hereto as Exhibit D.

1 13. On November 29, 2011, the U.S.P.T.O. duly and lawfully issued
2 United States Design Patent No. D649,579 (“the D579 Patent”), entitled
3 “EYEGLASS.” Oakley is the owner by assignment of all right, title, and
4 interest in the D579 Patent. A true and correct copy of the D579 Patent is
5 attached hereto as Exhibit E.

6 14. On March 18, 2008, the U.S.P.T.O. duly and lawfully issued
7 United States Design Patent No. D564,571 (“the D571 Patent”), entitled
8 “EYEGLASS AND EYEGLASS COMPONENTS.” Oakley is the owner by
9 assignment of all right, title, and interest in the D571 Patent. A true and correct
10 copy of the D571 Patent is attached hereto as Exhibit F.

11 15. On July 31, 2007, the U.S.P.T.O. duly and lawfully issued United
12 States Design Patent No. D547,794 (“the D794 Patent”), entitled
13 “EYEGLASSES.” Oakley is the owner by assignment of all right, title, and
14 interest in the D794 Patent. A true and correct copy of the D794 Patent is
15 attached hereto as Exhibit G.

16 16. On November 6, 2007, the U.S.P.T.O. duly and lawfully issued
17 United States Design Patent No. D554,689 (“the D689 Patent”), entitled
18 “EYEGLASS FRAME.” Oakley is the owner by assignment of all right, title,
19 and interest in the D689 Patent. A true and correct copy of the D689 Patent is
20 attached hereto as Exhibit H.

21 17. On December 4, 2007, the U.S.P.T.O. duly and lawfully issued
22 United States Design Patent No. D556,818 (“the D818 Patent”), entitled
23 “EYEGLASS COMPONENTS.” Oakley is the owner by assignment of all
24 right, title, and interest in the D818 Patent. A true and correct copy of the D818
25 Patent is attached hereto as Exhibit I.

26 18. On December 11, 2007, the U.S.P.T.O. duly and lawfully issued
27 United States Design Patent No. D557,326 (“the D326 Patent”), entitled
28 “EYEGLASS COMPONENTS.” Oakley is the owner by assignment of all

1 right, title, and interest in the D326 Patent. A true and correct copy of the D326
2 Patent is attached hereto as Exhibit J.

3 19. On June 1, 2010, the U.S.P.T.O. duly and lawfully issued United
4 States Design Patent No. D616,919 (“the D919 Patent”), entitled “EYEGLASS
5 FRONT.” Oakley is the owner by assignment of all right, title, and interest in
6 the D919 Patent. A true and correct copy of the D919 Patent is attached hereto
7 as Exhibit K.

8 20. On February 23, 2010, the U.S.P.T.O. duly and lawfully issued
9 United States Design Patent No. D610,604 (“the D604 Patent”), entitled
10 “EYEGLASS AND EYEGLASS COMPONENTS.” Oakley is the owner by
11 assignment of all right, title, and interest in the D604 Patent. A true and correct
12 copy of the D604 Patent is attached hereto as Exhibit L.

13 21. On August 3, 2010, the U.S.P.T.O. duly and lawfully issued United
14 States Design Patent No. D620,970 (“the D970 Patent”), entitled “EYEGLASS
15 COMPONENT.” Oakley is the owner by assignment of all right, title, and
16 interest in the D970 Patent. A true and correct copy of the D970 Patent is
17 attached hereto as Exhibit M.

18 22. Defendant manufactures, uses, sells, offers for sale and/or imports
19 into the United States eyewear that infringe Oakley’s patent rights.

20 23. Oakley has provided the public with constructive notice of its
21 patent rights by marking its products in compliance with 35 U.S.C. § 287.

22 **IV. FIRST CLAIM FOR RELIEF**

23 (Patent Infringement)
24 (35 U.S.C. § 271)

25 24. Oakley repeats and re-alleges the allegations of paragraphs 1-23 of
26 this Complaint as if set forth fully herein.

27 25. This is a claim for patent infringement under 35 U.S.C. § 271.

28 26. Defendant, through its agents, employees and servants, has, and

1 continues to, knowingly, intentionally and willfully infringe the D375 Patent by
2 making, using, selling, offering for sale and/or importing eyewear that is
3 covered by the claim of the D375 Patent, including, for example, the product
4 shown in Exhibit N.

5 27. Defendant's acts of infringement of the D375 Patent were
6 undertaken without permission or license from Oakley. Defendant had
7 knowledge of the D375 Patent and its actions constitute willful and intentional
8 infringement of the D375 Patent. Defendant infringed the D375 Patent with
9 reckless disregard of Oakley's patent rights. Defendant knew, or it was so
10 obvious that Defendant should have known, that its actions constituted
11 infringement of the D375 Patent. Defendant's acts of infringement of the D375
12 Patent were not consistent with the standards for its industry.

13 28. Defendant, through its agents, employees and servants, has, and
14 continues to, knowingly, intentionally and willfully infringe the D444 Patent by
15 making, using, selling, offering for sale and/or importing eyewear that is
16 covered by the claim of the D444 Patent, including, for example, the product
17 shown in Exhibit O.

18 29. Defendant's acts of infringement of the D444 Patent were
19 undertaken without permission or license from Oakley. Defendant had
20 knowledge of the D444 Patent and its actions constitute willful and intentional
21 infringement of the D444 Patent. Defendant infringed the D444 Patent with
22 reckless disregard of Oakley's patent rights. Defendant knew, or it was so
23 obvious that Defendant should have known, that its actions constituted
24 infringement of the D444 Patent. Defendant's acts of infringement of the D444
25 Patent were not consistent with the standards for its industry.

26 30. Defendant, through its agents, employees and servants, has, and
27 continues to, knowingly, intentionally and willfully infringe the D443 Patent by
28 making, using, selling, offering for sale and/or importing eyewear that is

1 covered by the claim of the D443 Patent, including, for example, the product
2 shown in Exhibit O.

3 31. Defendant's acts of infringement of the D443 Patent were
4 undertaken without permission or license from Oakley. Defendant had
5 knowledge of the D443 Patent and its actions constitute willful and intentional
6 infringement of the D443 Patent. Defendant infringed the D443 Patent with
7 reckless disregard of Oakley's patent rights. Defendant knew, or it was so
8 obvious that Defendant should have known, that its actions constituted
9 infringement of the D443 Patent. Defendant's acts of infringement of the D443
10 Patent were not consistent with the standards for its industry.

11 32. Defendant, through its agents, employees and servants, has, and
12 continues to, knowingly, intentionally and willfully infringe the D412 Patent by
13 making, using, selling, offering for sale and/or importing eyewear that is
14 covered by the claim of the D412 Patent, including, for example, the product
15 shown in Exhibit O.

16 33. Defendant's acts of infringement of the D412 Patent were
17 undertaken without permission or license from Oakley. Defendant had
18 knowledge of the D412 Patent and its actions constitute willful and intentional
19 infringement of the D412 Patent. Defendant infringed the D412 Patent with
20 reckless disregard of Oakley's patent rights. Defendant knew, or it was so
21 obvious that Defendant should have known, that its actions constituted
22 infringement of the D412 Patent. Defendant's acts of infringement of the D412
23 Patent were not consistent with the standards for its industry.

24 34. Defendant, through its agents, employees and servants, has, and
25 continues to, knowingly, intentionally and willfully infringe the D579 Patent by
26 making, using, selling, offering for sale and/or importing eyewear that is
27 covered by the claim of the D579 Patent, including, for example, the product
28 shown in Exhibit P.

1 35. Defendant's acts of infringement of the D579 Patent were
2 undertaken without permission or license from Oakley. Defendant had
3 knowledge of the D579 Patent and its actions constitute willful and intentional
4 infringement of the D579 Patent. Defendant infringed the D579 Patent with
5 reckless disregard of Oakley's patent rights. Defendant knew, or it was so
6 obvious that Defendant should have known, that its actions constituted
7 infringement of the D579 Patent. Defendant's acts of infringement of the D579
8 Patent were not consistent with the standards for its industry.

9 36. Defendant, through its agents, employees and servants, has, and
10 continues to, knowingly, intentionally and willfully infringe the D571 Patent by
11 making, using, selling, offering for sale and/or importing eyewear that is
12 covered by the claim of the D571 Patent, including, for example, the product
13 shown in Exhibit Q.

14 37. Defendant's acts of infringement of the D571 Patent were
15 undertaken without permission or license from Oakley. Defendant had
16 knowledge of the D571 Patent and its actions constitute willful and intentional
17 infringement of the D571 Patent. Defendant infringed the D571 Patent with
18 reckless disregard of Oakley's patent rights. Defendant knew, or it was so
19 obvious that Defendant should have known, that its actions constituted
20 infringement of the D571 Patent. Defendant's acts of infringement of the D571
21 Patent were not consistent with the standards for its industry.

22 38. Defendant, through its agents, employees and servants, has, and
23 continues to, knowingly, intentionally and willfully infringe the D794 Patent by
24 making, using, selling, offering for sale and/or importing eyewear that is
25 covered by the claim of the D794 Patent, including, for example, the product
26 shown in Exhibit R.

27 39. Defendant's acts of infringement of the D794 Patent were
28 undertaken without permission or license from Oakley. Defendant had

1 knowledge of the D794 Patent and its actions constitute willful and intentional
2 infringement of the D794 Patent. Defendant infringed the D794 Patent with
3 reckless disregard of Oakley's patent rights. Defendant knew, or it was so
4 obvious that Defendant should have known, that its actions constituted
5 infringement of the D794 Patent. Defendant's acts of infringement of the D794
6 Patent were not consistent with the standards for its industry.

7 40. Defendant, through its agents, employees and servants, has, and
8 continues to, knowingly, intentionally and willfully infringe the D689 Patent by
9 making, using, selling, offering for sale and/or importing eyewear that is
10 covered by the claim of the D689 Patent, including, for example, the product
11 shown in Exhibit R.

12 41. Defendant's acts of infringement of the D689 Patent were
13 undertaken without permission or license from Oakley. Defendant had
14 knowledge of the D689 Patent and its actions constitute willful and intentional
15 infringement of the D689 Patent. Defendant infringed the D689 Patent with
16 reckless disregard of Oakley's patent rights. Defendant knew, or it was so
17 obvious that Defendant should have known, that its actions constituted
18 infringement of the D689 Patent. Defendant's acts of infringement of the D689
19 Patent were not consistent with the standards for its industry.

20 42. Defendant, through its agents, employees and servants, has, and
21 continues to, knowingly, intentionally and willfully infringe the D818 Patent by
22 making, using, selling, offering for sale and/or importing eyewear that is
23 covered by the claim of the D818 Patent, including, for example, the product
24 shown in Exhibit R.

25 43. Defendant's acts of infringement of the D818 Patent were
26 undertaken without permission or license from Oakley. Defendant had
27 knowledge of the D818 Patent and its actions constitute willful and intentional
28 infringement of the D818 Patent. Defendant infringed the D818 Patent with

1 reckless disregard of Oakley's patent rights. Defendant knew, or it was so
2 obvious that Defendant should have known, that its actions constituted
3 infringement of the D818 Patent. Defendant's acts of infringement of the D818
4 Patent were not consistent with the standards for its industry.

5 44. Defendant, through its agents, employees and servants, has, and
6 continues to, knowingly, intentionally and willfully infringe the D326 Patent by
7 making, using, selling, offering for sale and/or importing eyewear that is
8 covered by the claim of the D326 Patent, including, for example, the product
9 shown in Exhibit S.

10 45. Defendant's acts of infringement of the D326 Patent were
11 undertaken without permission or license from Oakley. Defendant had
12 knowledge of the D326 Patent and its actions constitute willful and intentional
13 infringement of the D326 Patent. Defendant infringed the D326 Patent with
14 reckless disregard of Oakley's patent rights. Defendant knew, or it was so
15 obvious that Defendant should have known, that its actions constituted
16 infringement of the D326 Patent. Defendant's acts of infringement of the D326
17 Patent were not consistent with the standards for its industry.

18 46. Defendant, through its agents, employees and servants, has, and
19 continues to, knowingly, intentionally and willfully infringe the D919 Patent by
20 making, using, selling, offering for sale and/or importing eyewear that is
21 covered by the claim of the D919 Patent, including, for example, the product
22 shown in Exhibit T.

23 47. Defendant's acts of infringement of the D919 Patent were
24 undertaken without permission or license from Oakley. Defendant had
25 knowledge of the D919 Patent and its actions constitute willful and intentional
26 infringement of the D919 Patent. Defendant infringed the D919 Patent with
27 reckless disregard of Oakley's patent rights. Defendant knew, or it was so
28 obvious that Defendant should have known, that its actions constituted

1 infringement of the D919 Patent. Defendant's acts of infringement of the D919
2 Patent were not consistent with the standards for its industry.

3 48. Defendant, through its agents, employees and servants, has, and
4 continues to, knowingly, intentionally and willfully infringe the D604 Patent by
5 making, using, selling, offering for sale and/or importing eyewear that is
6 covered by the claim of the D604 Patent, including, for example, the product
7 shown in Exhibit T.

8 49. Defendant's acts of infringement of the D604 Patent were
9 undertaken without permission or license from Oakley. Defendant had
10 knowledge of the D604 Patent and its actions constitute willful and intentional
11 infringement of the D604 Patent. Defendant infringed the D604 Patent with
12 reckless disregard of Oakley's patent rights. Defendant knew, or it was so
13 obvious that Defendant should have known, that its actions constituted
14 infringement of the D604 Patent. Defendant's acts of infringement of the D604
15 Patent were not consistent with the standards for its industry.

16 50. Defendant, through its agents, employees and servants, has, and
17 continues to, knowingly, intentionally and willfully infringe the D970 Patent by
18 making, using, selling, offering for sale and/or importing eyewear that is
19 covered by the claim of the D970 Patent, including, for example, the product
20 shown in Exhibit T.

21 51. Defendant's acts of infringement of the D970 Patent were
22 undertaken without permission or license from Oakley. Defendant had
23 knowledge of the D970 Patent and its actions constitute willful and intentional
24 infringement of the D970 Patent. Defendant infringed the D970 Patent with
25 reckless disregard of Oakley's patent rights. Defendant knew, or it was so
26 obvious that Defendant should have known, that its actions constituted
27 infringement of the D970 Patent. Defendant's acts of infringement of the D970
28 Patent were not consistent with the standards for its industry.

1 52. As a direct and proximate result of Defendant's acts of
2 infringement, Defendant has derived and received gains, profits, and advantages
3 in an amount that is not presently known to Oakley.

4 53. Pursuant to 35 U.S.C. § 284, Oakley is entitled to damages for
5 Defendant's infringing acts and treble damages together with interests and costs
6 as fixed by this Court.

7 54. Pursuant to 35 U.S.C. § 285, Oakley is entitled to reasonable
8 attorneys' fees for the necessity of bringing this claim.

9 55. Pursuant to 35 U.S.C. § 289, Oakley is entitled to Defendant's total
10 profits from Defendant's infringement.

11 56. Due to the aforesaid infringing acts, Oakley has suffered great and
12 irreparable injury, for which Oakley has no adequate remedy at law.

13 57. Defendant will continue to infringe the D375 Patent, D444 Patent,
14 D443 Patent, D412 Patent, D571 Patent, D579 Patent, D794 Patent, D689
15 Patent, D818 Patent, D326 Patent, D919 Patent, D604 Patent, and D970 Patent
16 to the great and irreparable injury of Oakley, unless enjoined by this Court.

17 **WHEREFORE**, Oakley prays for judgment in its favor against
18 Defendant for the following relief:

19 A. That the D375 Patent, D444 Patent, D443 Patent, D412 Patent,
20 D571 Patent, D579 Patent, D794 Patent, D689 Patent, D818 Patent, D326
21 Patent, D919 Patent, D604 Patent, and D970 Patent each be deemed valid and
22 willfully infringed by Defendant under 35 U.S.C. § 271;

23 B. A preliminary and permanent injunction enjoining Defendant, its
24 respective officers, directors, agents, servants, employees and attorneys, and
25 those persons in active concert or participation with Defendant, from infringing
26 the D375 Patent, D444 Patent, D443 Patent, D412 Patent, D571 Patent, D579
27 Patent, D794 Patent, D689 Patent, D818 Patent, D326 Patent, D919 Patent,
28 D604 Patent, and D970 Patent in violation of 35 U.S.C. § 271;

1 C. That Defendant account for all gains, profits, and advantages
2 derived by Defendant's infringement of the D375 Patent, D444 Patent, D443
3 Patent, D412 Patent, D571 Patent, D579 Patent, D794 Patent, D689 Patent,
4 D818 Patent, D326 Patent, D919 Patent, D604 Patent, and D970 Patent in
5 violation of 35 U.S.C. § 271, and that Defendant pay to Oakley all damages
6 suffered by Oakley and/or Defendant's total profit from such infringement
7 pursuant to 35 U.S.C. § 289;

8 D. An Order for a trebling of damages and/or exemplary damages
9 because of Defendant's willful conduct pursuant to 35 U.S.C. § 284;

10 E. An Order adjudging that this is an exceptional case;

11 F. An award to Oakley of the attorney fees, expenses, and costs
12 incurred by Oakley in connection with this action pursuant to 35 U.S.C. § 285;

13 G. An award of pre-judgment and post-judgment interest and costs of
14 this action against Defendant;

15 H. That Oakley have and recover the costs of this civil action,
16 including reasonable attorneys' fees;

17 I. An award of pre-judgment and post-judgment interest and costs of
18 this action against Defendant; and,

19 J. Such other and further relief as this Court may deem just and
20 proper.

21 Respectfully submitted,

22 KNOBBE, MARTENS, OLSON & BEAR, LLP
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25 Dated: March 5, 2014

By: /s/ Ali S. Razai

26 Michael K. Friedland
27 Ali S. Razai
28 Samantha Y. Hsu

Attorneys for Plaintiff
OAKLEY, INC.

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DEMAND FOR JURY TRIAL

Plaintiff Oakley, Inc. hereby demands a trial by jury on all issues so triable.

Respectfully submitted,
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: March 5, 2014 By: /s/ Ali S. Razai
Michael K. Friedland
Ali S. Razai
Samantha Y. Hsu
Attorneys for Plaintiff
OAKLEY, INC.

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