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

<p>OAKLEY, INC., a Washington corporation, Plaintiff, v. ELITE EYEWEAR LLC d/b/a JR OPTICS, a California limited liability company, Defendant.</p>	}	<p>Civil Action No. 16-cv-89</p> <p>COMPLAINT FOR PATENT INFRINGEMENT</p> <p>DEMAND FOR JURY TRIAL</p>
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1 Plaintiff Oakley, Inc. (“Oakley”) hereby complains of Elite Eyewear LLC
2 d/b/a JR Optics (“Defendant”) and alleges as follows:

3 **I. JURISDICTION**

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

7 2. This Court has personal jurisdiction over Defendant because
8 Defendant has a continuous, systematic, and substantial presence within this
9 judicial district including by selling and offering for sale infringing products in
10 this judicial district, and by committing acts of patent infringement in this
11 judicial district, including but not limited to selling infringing eyewear directly
12 to consumers and/or retailers in this district and selling into the stream of
13 commerce knowing such products would be sold in California and this district,
14 which acts form a substantial part of the events or omissions giving rise to
15 Oakley’s claim.

16 3. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b)
17 and (d).

18 **II. THE PARTIES**

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

22 5. Oakley is informed and believes, and thereon alleges, that
23 Defendant Elite Eyewear LLC d/b/a JR Optics is a company organized and
24 existing under the laws of the State of California, having its principal place of
25 business at 20836 Carrey Road, Walnut, California 91789.

26 6. Oakley is informed and believes, and thereon alleges, that
27 Defendant has committed the acts alleged herein within this judicial district.

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1 **III. GENERAL ALLEGATIONS**

2 7. Oakley is one of the world's most iconic brands. The company and
3 its products, particularly in the realm of eyewear, are instantly and universally
4 recognized for their innovative technology and distinctive style. Since its
5 founding, Oakley's engineers and designers have worked continuously to bring
6 new technology and breakthrough designs to the market.

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

11 9. On May 13, 2008, the United States Patent and Trademark Office
12 duly and lawfully issued United States Design Patent No. D568,917 ("the D917
13 Patent"), titled "UNITARY EYEGLASS LENS." Oakley is the owner by
14 assignment of all right, title, and interest in the D917 Patent. A true and correct
15 copy of the D917 Patent is attached hereto as Exhibit A.

16 10. On November 25, 2008, the United States Patent and Trademark
17 Office duly and lawfully issued United States Design Patent No. D581,443
18 ("the D443 Patent"), titled "EYEGLASSES COMPONENTS." Oakley is the
19 owner by assignment of all right, title, and interest in the D443 Patent. A true
20 and correct copy of the D443 Patent is attached hereto as Exhibit B.

21 11. On May 8, 2012, the United States Patent and Trademark Office
22 duly and lawfully issued United States Design Patent No. D659,180 ("the D180
23 Patent"), titled "EYEGLASS." Oakley is the owner by assignment of all right,
24 title, and interest in the D180 Patent. A true and correct copy of the D180
25 Patent is attached hereto as Exhibit C.

26 12. On February 23, 2010, the United States Patent and Trademark
27 Office duly and lawfully issued United States Design Patent No. D610,604 ("the
28 D604 Patent"), titled "EYEGLASS AND EYEGLASS COMPONENTS."

1 Oakley is the owner by assignment of all right, title, and interest in the D604
2 Patent. A true and correct copy of the D604 Patent is attached hereto as
3 Exhibit D.

4 13. On June 1, 2010, the United States Patent and Trademark Office
5 duly and lawfully issued United States Design Patent No. D616,919 (“the D919
6 Patent”), titled “EYEGLASS FRONT.” Oakley is the owner by assignment of
7 all right, title, and interest in the D919 Patent. A true and correct copy of the
8 D919 Patent is attached hereto as Exhibit E.

9 14. On August 3, 2010, the United States Patent and Trademark Office
10 duly and lawfully issued United States Design Patent No. D620,970 (“the D970
11 Patent”), titled “EYEGLASS COMPONENT.” Oakley is the owner by
12 assignment of all right, title, and interest in the D970 Patent. A true and correct
13 copy of the D970 Patent is attached hereto as Exhibit F.

14 15. On November 29, 2011, the United States Patent and Trademark
15 Office duly and lawfully issued United States Design Patent No. D649,579 (“the
16 D579 Patent”), titled “EYEGLASS.” Oakley is the owner by assignment of all
17 right, title, and interest in the D579 Patent. A true and correct copy of the D579
18 Patent is attached hereto as Exhibit G.

19 16. On December 11, 2007, the United States Patent and Trademark
20 Office duly and lawfully issued United States Design Patent No. D557,326 (“the
21 D326 Patent”), titled “EYEGLASS COMPONENTS.” Oakley is the owner by
22 assignment of all right, title, and interest in the D326 Patent. A true and correct
23 copy of the D326 Patent is attached hereto as Exhibit H.

24 17. On June 5, 2012, the United States Patent and Trademark Office
25 duly and lawfully issued United States Design Patent No. D661,339 (“the D339
26 Patent”), titled “EYEGLASS.” Oakley is the owner by assignment of all right,
27 title, and interest in the D339 Patent. A true and correct copy of the D339
28 Patent is attached hereto as Exhibit I.

1 18. The D917 Patent, the D443 Patent, the D180 Patent, the D604
2 Patent, the D919 Patent, the D970 Patent, the D579 Patent, the D326 Patent, and
3 the D339 Patent are hereinafter collectively referred to as the “Asserted
4 Patents.”

5 19. Oakley has provided the public with constructive notice of its
6 patent rights pursuant to 35 U.S.C. § 287.

7 20. Defendant manufactures, uses, sells, offers for sale, and/or imports
8 into the United States eyewear that infringes Oakley’s intellectual property
9 rights.

10 21. Defendant’s acts complained of herein have caused Oakley to
11 suffer irreparable injury to its business. Oakley will suffer substantial loss of
12 goodwill and reputation unless and until Defendant is preliminarily and
13 permanently enjoined from its wrongful actions complained of herein.

14 **IV. CLAIM FOR RELIEF**
15 (Patent Infringement – 35 U.S.C. § 271)

16 22. Oakley repeats and re-alleges the allegations of paragraphs 1–21 of
17 this Complaint as if set forth fully herein.

18 23. This is a claim for patent infringement under 35 U.S.C. § 271.


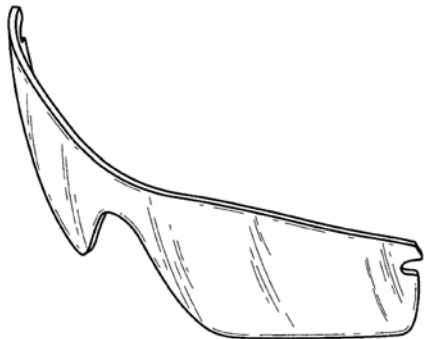
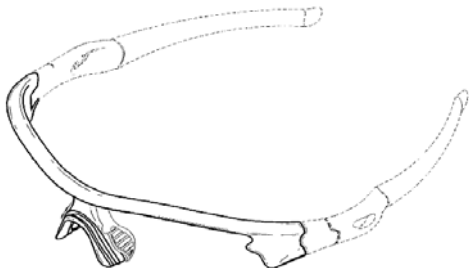
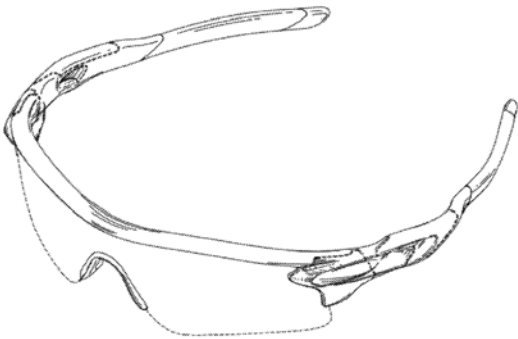
19 24. Defendant, through its agents, employees, and servants has, and
20 continues to, knowingly, intentionally, and willfully directly infringe the D917
21 Patent, the D443 Patent, and the D180 Patent by making, using, selling, offering
22 for sale, and/or importing eyewear having a design that would appear to an
23 ordinary observer to be substantially similar to the claims of the D917 Patent,
24 the D443 Patent, and the D180 Patent, including for example, Defendant’s
25 eyewear model 4212 as shown below.

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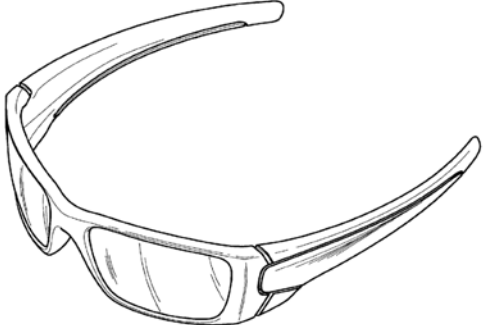
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Accused Product	Oakley's Patent
4212 	U.S. Patent No. D568,917 
	U.S. Patent No. D581,443 
	U.S. Patent No. D659,180 

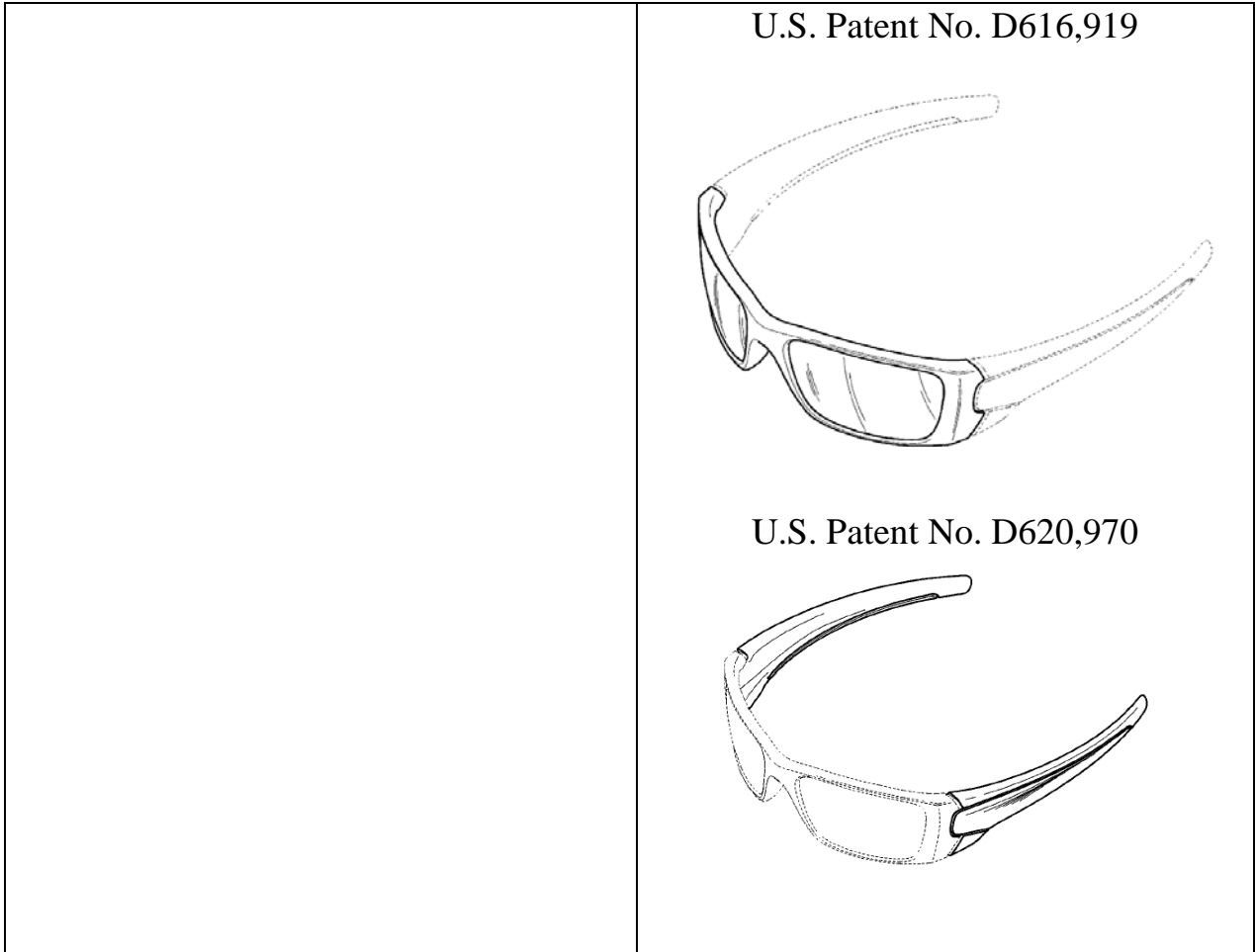
26 25. Defendant's acts of infringement of the D917 Patent, the D443
27 Patent, and the D180 Patent were undertaken without permission or license from
28 Oakley. Upon information and belief, Defendant had actual knowledge of

1 Oakley’s rights in the design claimed in the D917 Patent, the D443 Patent, and
 2 the D180 Patent. Oakley and its iconic designs are well-known throughout the
 3 eyewear industry, and Defendant’s eyewear model 4212 is an obvious knockoff
 4 of Oakley’s design. Accordingly, Defendant’s actions constitute willful and
 5 intentional infringement of the D917 Patent, the D443 Patent, and the D180
 6 Patent. Defendant infringed the D917 Patent, the D443 Patent, and the D180
 7 Patent with reckless disregard of Oakley’s patent rights. Defendant knew, or it
 8 was so obvious that Defendant should have known, that its actions constituted
 9 infringement of the D917 Patent, the D443 Patent, and the D180 Patent.
 10 Defendant’s acts of infringement of the D917 Patent, the D443 Patent, and the
 11 D180 Patent were not consistent with the standards of commerce for its
 12 industry.

13 26. Defendant, through its agents, employees, and servants has, and
 14 continues to, knowingly, intentionally, and willfully directly infringe the D604
 15 Patent, the D919 Patent, and the D970 Patent by making, using, selling, offering
 16 for sale, and/or importing eyewear having a design that would appear to an
 17 ordinary observer to be substantially similar to the claims of the D604 Patent,
 18 the D919 Patent, and the D970 Patent, including for example, Defendant’s
 19 eyewear model 7306CW as shown below.

Accused Product	Oakley’s Patent
<p data-bbox="532 1472 667 1507">7306CW</p> 	<p data-bbox="1029 1472 1425 1507">U.S. Patent No. D610,604</p> 

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27. Defendant's acts of infringement of the D604 Patent, the D919 Patent, and the D970 Patent were undertaken without permission or license from Oakley. Upon information and belief, Defendant had actual knowledge of Oakley's rights in the design claimed in the D604 Patent, the D919 Patent, and the D970 Patent. Oakley and its iconic designs are well-known throughout the eyewear industry, and Defendant's eyewear model 7306CW is a nearly identical copy of Oakley's design. Accordingly, Defendant's actions constitute willful and intentional infringement of the D604 Patent, the D919 Patent, and the D970 Patent. Defendant infringed the D604 Patent, the D919 Patent, and the D970 Patent with reckless disregard of Oakley's patent rights. Defendant knew, or it was so obvious that Defendant should have known, that its actions constituted infringement of the D604 Patent, the D919 Patent, and the D970 Patent.

1 Defendant's acts of infringement of the D604 Patent, the D919 Patent, and the
 2 D970 Patent were not consistent with the standards of commerce for its
 3 industry.


4 28. Defendant, through its agents, employees, and servants has, and
 5 continues to, knowingly, intentionally, and willfully directly infringe the D604
 6 Patent and the D919 Patent by making, using, selling, offering for sale, and/or
 7 importing eyewear having a design that would appear to an ordinary observer to
 8 be substantially similar to the claims of the D604 Patent and the D919 Patent,
 9 including for example, Defendant's eyewear model 314L as shown below.

Accused Product	Oakley's Patent
<p data-bbox="558 835 639 869">314L</p> 	<p data-bbox="1029 835 1419 869">U.S. Patent No. D610,604</p>  <p data-bbox="1029 1346 1419 1379">U.S. Patent No. D616,919</p> 

27 29. Defendant's acts of infringement of the D604 Patent and the D919
 28 Patent were undertaken without permission or license from Oakley. Upon

1 information and belief, Defendant had actual knowledge of Oakley’s rights in
 2 the design claimed in the D604 Patent and the D919 Patent. Oakley and its
 3 iconic designs are well-known throughout the eyewear industry, and
 4 Defendant’s eyewear model 314L is an obvious knockoff of Oakley’s design.
 5 Accordingly, Defendant’s actions constitute willful and intentional infringement
 6 of the D604 Patent and the D919 Patent. Defendant infringed the D604 Patent
 7 and the D919 Patent with reckless disregard of Oakley’s patent rights.
 8 Defendant knew, or it was so obvious that Defendant should have known, that
 9 its actions constituted infringement of the D604 Patent and the D919 Patent.
 10 Defendant’s acts of infringement of the D604 Patent and the D919 Patent were
 11 not consistent with the standards of commerce for its industry.


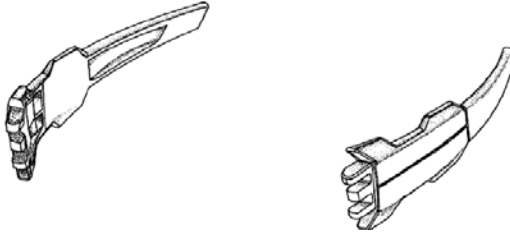
12 30. Defendant, through its agents, employees, and servants has, and
 13 continues to, knowingly, intentionally, and willfully directly infringe the D579
 14 Patent by making, using, selling, offering for sale, and/or importing eyewear
 15 having a design that would appear to an ordinary observer to be substantially
 16 similar to the claim of the D579 Patent, including for example, Defendant’s
 17 eyewear model 318L as shown below.

Accused Product	Oakley’s Patent
<p data-bbox="206 1339 251 1375">19</p> <p data-bbox="206 1402 251 1438">20</p> <p data-bbox="206 1465 251 1501">21</p> <p data-bbox="206 1528 251 1564">22</p> <p data-bbox="206 1591 251 1627">23</p> <p data-bbox="206 1654 251 1690">24</p> <p data-bbox="206 1717 251 1753">25</p> <p data-bbox="206 1780 251 1816">26</p> <p data-bbox="553 1339 639 1375">318L</p> 	<p data-bbox="206 1339 251 1375">19</p> <p data-bbox="206 1402 251 1438">20</p> <p data-bbox="206 1465 251 1501">21</p> <p data-bbox="206 1528 251 1564">22</p> <p data-bbox="206 1591 251 1627">23</p> <p data-bbox="206 1654 251 1690">24</p> <p data-bbox="206 1717 251 1753">25</p> <p data-bbox="206 1780 251 1816">26</p> <p data-bbox="1024 1339 1422 1375">U.S. Patent No. D649,579</p> 

27 31. Defendant’s acts of infringement of the D579 Patent were
 28 undertaken without permission or license from Oakley. Upon information and

1 belief, Defendant had actual knowledge of Oakley’s rights in the design claimed
 2 in the D579 Patent. Oakley and its iconic designs are well-known throughout
 3 the eyewear industry, and Defendant’s eyewear model 318L is a nearly identical
 4 copy of Oakley’s design. Accordingly, Defendant’s actions constitute willful
 5 and intentional infringement of the D579 Patent. Defendant infringed the D579
 6 Patent with reckless disregard of Oakley’s patent rights. Defendant knew, or it
 7 was so obvious that Defendant should have known, that its actions constituted
 8 infringement of the D579 Patent. Defendant’s acts of infringement of the D579
 9 Patent were not consistent with the standards of commerce for its industry.


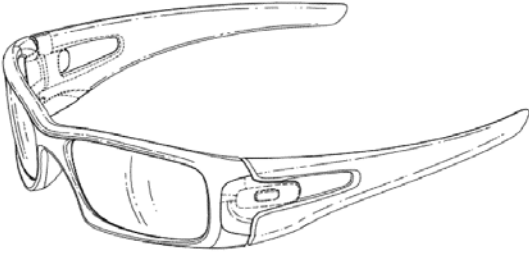
10 32. Defendant, through its agents, employees, and servants has, and
 11 continues to, knowingly, intentionally, and willfully directly infringe the D326
 12 Patent by making, using, selling, offering for sale, and/or importing eyewear
 13 having a design that would appear to an ordinary observer to be substantially
 14 similar to the claim of the D326 Patent, including for example, Defendant’s
 15 eyewear model 311L as shown below.

Accused Product	Oakley’s Patent
<p data-bbox="558 1213 639 1247">311L</p> 	<p data-bbox="1029 1213 1422 1247">U.S. Patent No. D557,326</p> 

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 25 33. Defendant’s acts of infringement of the D326 Patent were
 26 undertaken without permission or license from Oakley. Upon information and
 27 belief, Defendant had actual knowledge of Oakley’s rights in the design claimed
 28 in the D326 Patent. Oakley and its iconic designs are well-known throughout

1 the eyewear industry, and the stems of Defendant’s eyewear model 311L is an
 2 obvious knockoff of Oakley’s design. Accordingly, Defendant’s actions
 3 constitute willful and intentional infringement of the D326 Patent. Defendant
 4 infringed the D326 Patent with reckless disregard of Oakley’s patent rights.
 5 Defendant knew, or it was so obvious that Defendant should have known, that
 6 its actions constituted infringement of the D326 Patent. Defendant’s acts of
 7 infringement of the D326 Patent were not consistent with the standards of
 8 commerce for its industry.

9 34. Defendant, through its agents, employees, and servants has, and
 10 continues to, knowingly, intentionally, and willfully directly infringe the D339
 11 Patent by making, using, selling, offering for sale, and/or importing eyewear
 12 having a design that would appear to an ordinary observer to be substantially
 13 similar to the claim of the D339 Patent, including for example, Defendant’s
 14 eyewear model Dxtreme – DXT5318/CM as shown below.

Accused Product	Oakley’s Patent
Dxtreme – DXT5318/CM	U.S. Patent No. D661,339
	

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 24 35. Defendant’s acts of infringement of the D339 Patent were
 25 undertaken without permission or license from Oakley. Upon information and
 26 belief, Defendant had actual knowledge of Oakley’s rights in the design claimed
 27 in the D339 Patent. Oakley and its iconic designs are well-known throughout
 28 the eyewear industry, and Defendant’s eyewear model Dxtreme –

1 DXT5318/CM is a nearly identical copy of Oakley's design. Accordingly,
2 Defendant's actions constitute willful and intentional infringement of the D339
3 Patent. Defendant infringed the D339 Patent with reckless disregard of
4 Oakley's patent rights. Defendant knew, or it was so obvious that Defendant
5 should have known, that its actions constituted infringement of the D339 Patent.
6 Defendant's acts of infringement of the D339 Patent were not consistent with
7 the standards of commerce for its industry.

8 36. As a direct and proximate result of Defendant's patent
9 infringement, Defendant has derived and received gains, profits, and advantages
10 in an amount not presently known to Oakley.

11 37. Pursuant to 35 U.S.C. § 284, Oakley is entitled to damages for
12 Defendant's infringing acts and treble damages together with interests and costs
13 as fixed by this Court.

14 38. Pursuant to 35 U.S.C. § 289, Oakley is entitled to Defendant's total
15 profits from the sale of eyewear that infringe Oakley's patent rights.

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

18 40. Due to the aforesaid infringing acts, Oakley has suffered great and
19 irreparable injury, for which Oakley has no adequate remedy at law.

20 41. Defendant will continue to directly and/or indirectly infringe
21 Oakley's patent rights to the great and irreparable injury of Oakley, unless
22 enjoined by this Court.

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

25 A. An Order adjudging Defendant to have willfully infringed the
26 Asserted Patents under 35 U.S.C. § 271;

27 B. A preliminary and permanent injunction enjoining Defendant, its
28 respective officers, directors, agents, servants, employees, and attorneys, and

1 those persons in active concert or participation with Defendant, from directly or
2 indirectly infringing the Asserted Patents in violation of 35 U.S.C. § 271;

3 C. That Defendant accounts for all gains, profits, and advantages
4 derived by Defendant's infringement of the Asserted Patents in violation of
5 35 U.S.C. § 271, and that Defendant pays to Oakley all damages suffered by
6 Oakley and/or Defendant's total profit from such infringement pursuant to 35
7 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; and

15 H. Such other and further relief as this Court may deem just and
16 proper.

17 Respectfully submitted,

18 KNOBBE, MARTENS, OLSON & BEAR, LLP
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21 Dated: January 20, 2016

By: /s/ Lauren Keller Katzenellenbogen

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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: January 20, 2016 By: /s/ Lauren Keller Katzenellenbogen
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