

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS**

ILUMISYS, INC. D/B/A TOGGLED,

Plaintiff

v.

WOODFOREST LIGHTING INC.
D/B/A FOREST LIGHTING USA,

Defendant.

Civil Action No. _____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

ilumisys, Inc. d/b/a TOGGLED (“TOGGLED” or “Plaintiff”) brings this complaint against Woodforest Lighting Inc. d/b/a Forest Lighting USA (“Forest” or “Defendant”) for infringement of eleven TOGGLED patents: U.S. Patent Nos. 8,093,823, 8,382,327, 7,976,196, 9,072,171, 7,815,338, 9,006,993, 9,222,626, 8,866,396, 7,510,299, 8,282,247, and 8,573,813, and alleges as follows:

BACKGROUND: TOGGLED

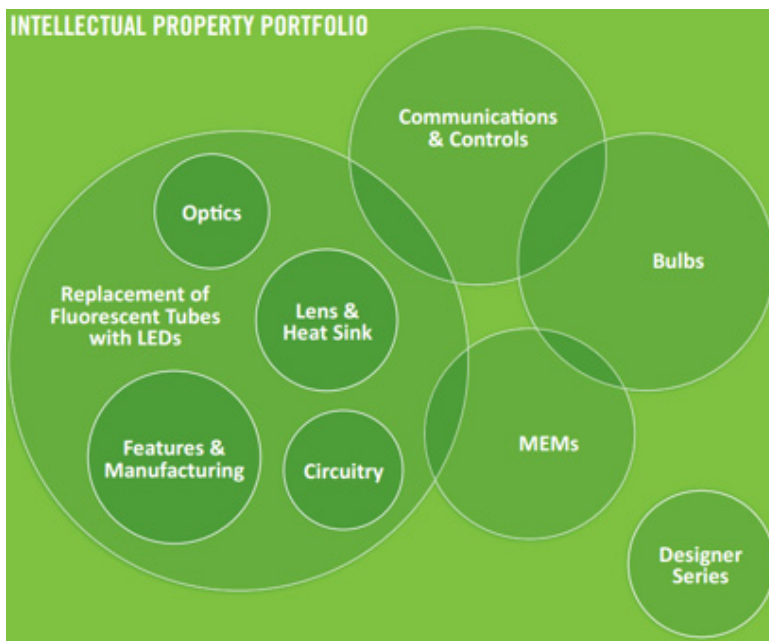
1. TOGGLED manufactures tubular light emitting diode replacements for fluorescent lighting tubes found in standard fluorescent lighting fixtures (“TLEDs”):



2. TOGGLED's roots trace back to the 1990s, when a group of engineers was challenged to improve public city buses. Among other advances, these engineers developed inventions relating to TLED lighting that could be installed into existing fluorescent light tube fixtures found on those buses—the same fixtures that are also found in offices, factories, and homes throughout the world.

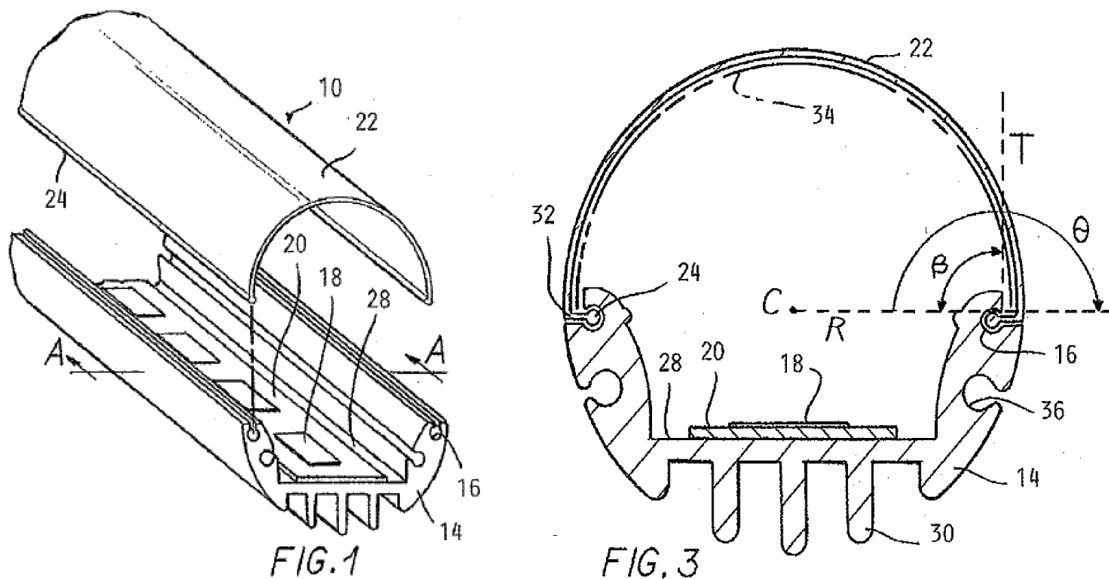
3. These engineers filed patent applications regarding various aspects of the TLED replacement fluorescent tubes that they invented. As time progressed, TOGGLED's engineers have continued to develop and patent new inventions related to TLEDs.

4. TOGGLED now has over 50 patents—and growing—that cover a wide range of technologies related to lighting and TLEDs, including in the areas of circuitry, heat sinks, lenses and optics, control systems, and manufacturing.



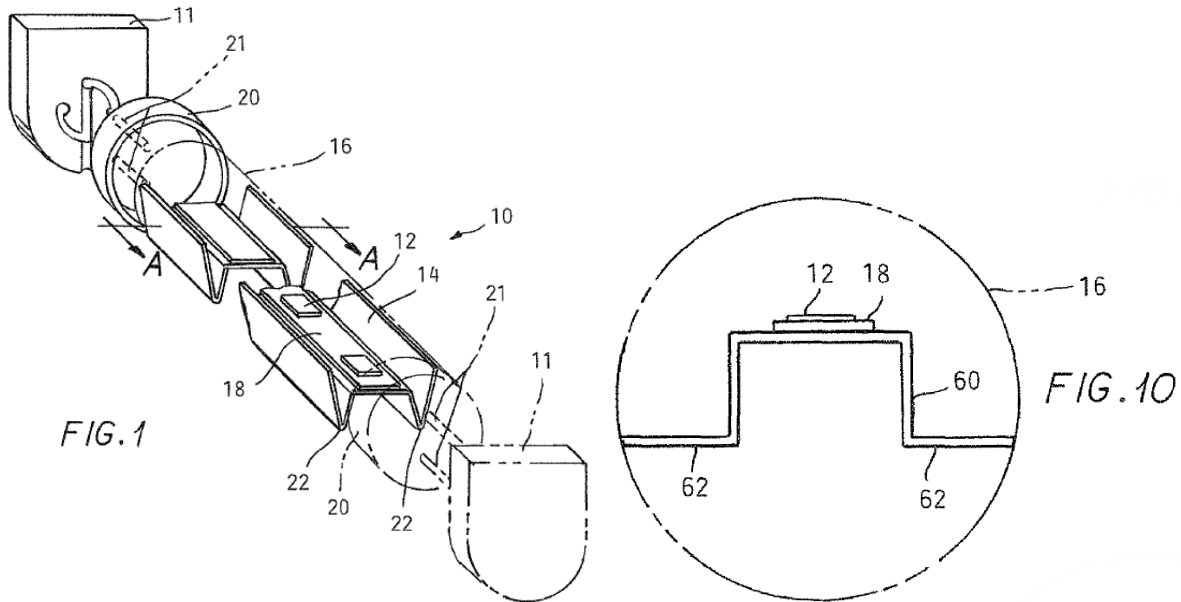
5. For example, TOGGLED's 9,006,993 Patent asserted in this action includes claims requiring "power supply circuitry configured to receive power from a power source and configured to regulate the intensity of light emitted from the plurality of light emitting diodes by pulse-width modulating the received power" in combination with other claim elements.

6. As another example, TOGGLED's 7,815,338 Patent asserted in this action includes claims requiring an "elongated heat sink having two spaced apart longitudinal grooves" in combination with other claim elements. The '338 patent includes the following figures:

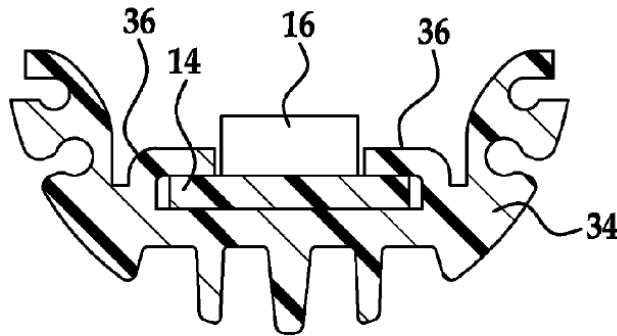


7. As an additional example, TOGGLED's 7,976,196 Patent asserted in this action includes claims directed to a "method of forming a LED-based light for replacing a conventional fluorescent bulb in a fluorescent light fixture and including a plurality of LEDs, an elongate heat sink, an elongate light transmitting cover" in

combination with other claim elements. The '196 patent includes the following figures:



8. As a further example, TOGGLED's 9,072,171 Patent asserted in this action includes claims that recite a "LED-based light for replacing a conventional fluorescent light in a light fixture" including a "circuit board" and a "heat sink" where the heat sink has a "retaining portion" that "is crimped to the circuit board to engage the first side with the first surface of the heat sink and secure the circuit board to the heat sink," and other required elements. The '171 patent includes the following figure:

**FIG. 3**

9. In addition to designing, engineering, and manufacturing its patented TLEDs at its state-of-the-art facility in Michigan, TOGGLED licenses its patents so that licensed companies can also make and sell TLED replacement tubes using TOGGLED's patented technology.

10. Over 50 companies have become licensees of TOGGLED's TLED patent portfolio. Information about TOGGLED's patents can be found in TOGGLED's licensing material and website (toggled.com/patents).

11. TOGGLED's products are marked in accordance with 35 U.S.C. § 287. TOGGLED's products include a reference to a website (toggled.com/patents) where third parties, including Forest, can easily find information about TOGGLED's patents:



Forest Lighting USA

12. Forest makes, uses, offers to sell, sells, or imports into the United States TLEDs that infringe TOGGLED's patents, without TOGGLED's permission or license, including Forest's MT8-120 and Univ8 TLED products.

13. Representative pictures of these infringing products are as follows:

Model Number: MT8-120

Top View



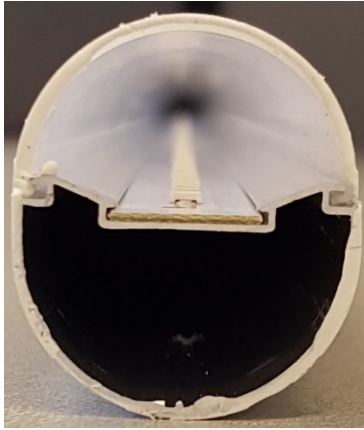
First End



Second End



End View

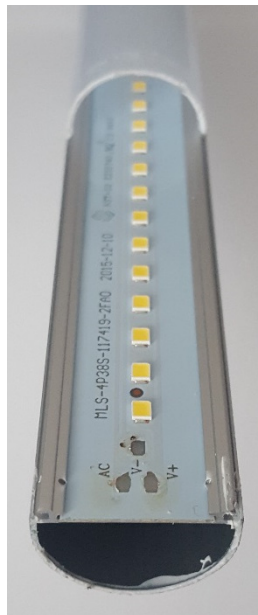


Model Number: UniV8 T8U450-15 ("UniV8")

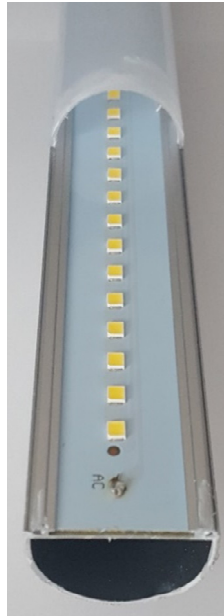
Top View



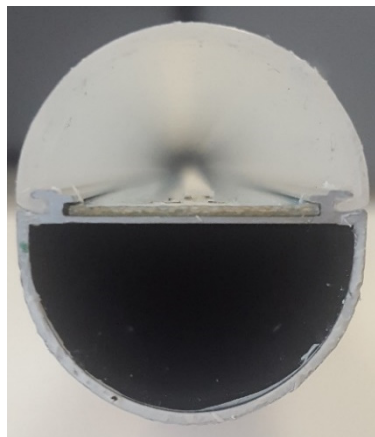
First End



Second End



End View



14. On September 3, 2015, TOGGLED sent Forest a letter, stating “Forest Lighting USA is selling LED replacement tubes in the United States that practice TOGGLED’s patents.”

15. In that letter, TOGGLED informed Forest that it had reviewed the MT8-120 product pictured above, and that TOGGLED had determined that the product “practices at least Patents 8,093,823 and 8,382,327.”

16. In that letter, TOGGLED provided detailed claim charts of the ’327 and ’823 patents for the MT8-120 product.

17. In that letter, TOGGLED also advised Forest that other patents were relevant to Forest’s business, and advised Forest to view toggled.com/patents. That TOGGLED website hosts copies of TOGGLED’s patents, including all patents in this lawsuit.

18. In the September 3, 2015 letter, TOGGLED also provided information about its licensing program. The parties proceeded to communicate over email wherein TOGGLED offered a patent license to Forest.

19. On February 2, 2016, Forest sent a letter to TOGGLED refusing to accept TOGGLED’s offer for a license.

20. On or about February 11, 2016, Forest released its new Univ8 product, which also infringes TOGGLED’s patents as described herein.

21. On August 12, 2016, TOGGLED, through its counsel, sent Forest a letter reiterating that “at least eleven of [TOGGLED’s] patents ... are infringed by Forest Lighting’s products, including your recently released Univ8 tube [and that]

Forest Lighting needs to either stop selling these infringing products or take a license to TOGGLED's patents."

22. In that letter, TOGGLED also provided additional pictures, schematics, and test results of Forest's MT8-120 and Univ8 products demonstrating how, in addition to the '823 and '327 patents, Forest's products variously infringed claims in at least TOGGLED's patents 7,976,196; 9,072,171; 7,815,338; 9,006,993; 9,222,626; 8,866,396; 7,510,299; 8,282,247; and 8,573,813.

23. That letter again directed Forest to view toggled.com/patents that contained copies of TOGGLED's patents.

24. TOGGLED asked Forest to respond by August 29, 2016 to confirm that it would either "take a license or discontinue selling infringing products."

25. Forest never responded to TOGGLED's August 12, 2016 letter.

26. Forest continues to manufacture, use, import, offer for sale and/or sell its MT8-120 product, its Univ8 product, and other TLED products that practice TOGGLED's patents.

27. Forest has and continues to knowingly and willfully infringe TOGGLED's patents through its manufacture, use, sale, offer for sale, and importation into the United States TLEDs that infringe TOGGLED's patented intellectual property.

28. Forest's disregard for TOGGLED's intellectual property, including its marketing and sale of infringing products that compete against TOGGLED's own products and its refusal to take a license, are causing TOGGLED irreparable harm, including and not limited to harm to TOGGLED's reputation and goodwill, lost customer relationships, lost quantifiable and unquantifiable licensing revenue, and price erosion.

29. TOGGLED brings this suit to obtain a judgment that Forest infringes the eleven asserted TOGGLED patents, that Forest is a willful infringer and is liable for treble damages (35 U.S.C. § 284), that Forest must pay TOGGLED's legal fees and costs associated with bringing this action (35 U.S.C § 285), and that Forest is permanently enjoined from selling its infringing TLED products.

THE PARTIES

30. Plaintiff ilumisys, Inc. d/b/a TOGGLED is a Michigan corporation having a principal place of business at 164 Indusco Court, Troy, Michigan.

31. Defendant Woodforest Lighting, Inc. d/b/a Forest Lighting USA is a Texas corporation having a principal place of business at 5855 Sovereign Dr. Ste A, Houston, Texas. Forest also has a regular and established place of business at 20823 Park Row Dr., Suite 18A, Katy Texas. On information and belief, Forest may be served through its registered agent for service, Jianying Xiong, at 20823 Park Row Dr., #18A, Katy, Texas 77449.

JURISDICTION AND VENUE

32. This action for patent infringement arises under the laws of the United States, Title 35 of the United States Code, 35 U.S.C. § 1 *et seq.*

33. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

34. This Court has personal jurisdiction over Forest. Forest has a regular and established place of business in this District, including a sales office in Houston, Texas and a warehouse in Katy, Texas.

35. Forest has transacted and continues to transact business within this District.

36. Forest imports the MT8-120 product into the United States including through the Port of Houston, Texas.

37. Forest imports the Univ8 product into the United States including through the Port of Houston, Texas.

38. Forest imports other fluorescent-replacement LED tubes into the United States through the Port of Houston, Texas.

39. Forest offers its products for sale in this District, including the Univ8 and MT8-120 products.

40. In addition, Forest has placed infringing products into the stream of commerce through established distribution channels with the expectation that such products will be purchased by residents of this District.

41. Through these actions in Paragraphs 35-40, Forest has committed acts of patent infringement in this District.

42. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b), 1391(c), 1391(d), and 1400(b), including because Forest resides in this District; because a substantial part of the events giving rise to the causes of action in this lawsuit occurred in this District; because Forest has regular and established places of business in this District (in both Houston and Katy); because Forest has committed patent infringement in this District; and because sources of evidence of Forest's infringement are located in this District.

THE ASSERTED TOGGLED PATENTS

43. The United States Patent and Trademark Office ("PTO") has awarded TOGGLED multiple patents relating to TLEDs including the eleven patents asserted in this case: U.S. Patent Nos. 8,093,823 ("the '823 patent"), 8,382,327 ("the '327 patent"), 7,976,196 ("the '196 patent"), 9,072,171 ("the '171 patent"), 7,815,338 ("the '338 patent"), 9,006,993 ("the '993 patent"), 9,222,626 ("the '626 patent"), 8,866,396 ("the '396 patent"), 7,510,299 ("the '299 patent"), 8,282,247 ("the '247 patent"), and 8,573,813 ("the '813 patent") (collectively, "the TOGGLED Patents").

COUNT I - INFRINGEMENT OF THE '823 PATENT

44. TOGGLED hereby incorporates by reference its allegations contained in paragraphs 1 through 43 of this Complaint as though fully set forth herein.

45. TOGGLED is the assignee of the '823 Patent and is the owner of all right, title, and interest in the '823 patent, entitled "Light Sources Incorporating Light Emitting Diodes," duly and properly issued by the U.S. Patent and Trademark Office on January 10, 2012.

46. A true and correct copy of the '823 Patent is attached hereto as Exhibit 1.

47. Forest has infringed the '823 Patent, both directly and indirectly, including by at least the Univ8 and MT8-120 products, including as follows:

48. Forest has directly infringed and continues to infringe, either literally or by equivalents, the '823 patent, by making, using, offering to sell or selling in the United States, or importing into the United States, products including the MT8-120 and similar products that are covered by at least claim 1 of the '823 Patent pursuant to 35 U.S.C. § 271(a).

49. At least Forest's MT8-120 is a replacement light for use in a fixture having a double ended bi-pin socket set designed for fluorescent tubes.

50. At least Forest's MT8-120 has an elongated support defining a substantially planar mounting surface.

51. At least Forest's MT8-120 has a plurality of light emitting diodes mounted along the mounting surface of the elongated support so that light emitted from the plurality of light emitting diodes is substantially directed away from the mounting surface.

52. At least Forest's MT8-120 has a pair of bi-pin connectors compatible with said bi-pin socket set disposed at opposed ends of the support.

53. At least Forest's MT8-120 has a cover for the elongated support arranged such that light from the light emitting diodes passes through the cover.

54. At least Forest's MT8-120 has a power supply circuit supplying power to the plurality of light emitting diodes.

55. At least Forest's MT8-120 has a power supply circuit mounted within a space proximate the elongated support and the cover.

56. At least Forest's MT8-120 has a power supply circuit including an AC-to-DC converter coupled to at least one of the pair of bi-pin electrodes to receive AC current.

57. At least Forest's MT8-120 has a PWM regulator configured to receive rectified DC current from the AC-to-DC converter and to provide regulated DC current to the plurality of light emitting diodes.

58. At least Forest's MT8-120 has at least some of the plurality of light emitting diodes connected in series.

59. Forest has known of the '823 Patent since at least September 3, 2015.

60. Forest has known since at least September 3, 2015 that its products, including the MT8-120, infringe the '823 Patent.

61. Forest has induced infringement pursuant to 35 U.S.C. § 271(b) of the '823 Patent, including and not limited by encouraging its distributors, resellers, and customers to infringe the '823 Patent, with a specific intent that those customers will offer for sale, sell, import, or use Forest's products and knowing that such actions would infringe the '823 Patent.

62. Forest instructs its customers to use the MT8-120 as a replacement tube for fluorescent lighting.

63. Forest has continued to knowingly and willfully infringe the '823 Patent through its manufacture, use, sale, offer for sale, and importation of at least its MT8-120 product. As a result of Forest's infringement of the '823 Patent, TOGGLED has suffered and will continue to suffer damage.

64. Forest's continued willful infringement of the '823 Patent is egregious under the Supreme Court standard held in *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

65. Forest is liable for treble damages under 35 U.S.C. § 284.

COUNT II - INFRINGEMENT OF THE '327 PATENT

66. TOGGLED hereby incorporates by reference its allegations contained in paragraphs 1 through 65 of this Complaint as though fully set forth herein.

67. TOGGLED is the assignee of the '327 Patent and is the owner of all right, title, and interest in the '327 patent, entitled "Light Tube and Power Supply Circuit," duly and properly issued by the U.S. Patent and Trademark Office on February 26, 2013.

68. A true and correct copy of the '327 Patent is attached hereto as Exhibit 2.

69. Forest has infringed the '327 Patent, both directly and indirectly, including by at least the MT8-120 products, including as follows:

70. Forest has directly infringed and continues to infringe, either literally or by equivalents, the '327 patent, by making, using, offering to sell or selling in the United States, or importing into the United States, products including the MT8-120 and similar products that are covered by at least claim 1 of the '327 Patent pursuant to 35 U.S.C. § 271(a).

71. At least Forest's MT8-120 is a light device for illumination by a power supply circuit.

72. At least Forest's MT8-120 has a bulb portion.

73. At least Forest's MT8-120 has a pair of end caps disposed at opposite ends of the bulb portion with the pair of end caps including a first end cap disposed at one end of the bulb portion, and a second end cap disposed at an end of bulb portion opposite the first end cap.

74. At least Forest's MT8-120's bulb portion and the pair of end caps are dimensioned to be mounted in a fluorescent light tube socket.

75. At least Forest's MT8-120 has a plurality of light emitting diodes disposed inside the bulb portion along one surface of a circuit board extending between the first end cap and the second end cap for illuminating in response to electrical current to be received from the power supply circuit.

76. At least Forest's MT8-120 has each of the plurality of light emitting diodes mounted with respect to surface of the circuit board to establish a radiation pattern of light emitted from the bulb portion.

77. At least Forest's MT8-120 has the arrangement of the circuit board and the bulb portion such that substantially the entire light output of the light device is emitted away from the one surface and is confined to an included angle by sidewalls extending to a height above the one surface on opposing sides of the plurality of light emitting diodes between the first end cap and the second end cap.

78. Forest has known of the '327 Patent since at least September 3, 2015.

79. Forest has known since at least September 3, 2015 that its products, including the MT8-120, infringe the '327 Patent.

80. Forest has induced infringement pursuant to 35 U.S.C. § 271(b) of the '327 Patent, including and not limited by encouraging its distributors, resellers, and customers to infringe the '327 Patent, with a specific intent that those customers will offer for sale, sell, import, or use Forest's products and knowing that such actions would infringe the '327 Patent.

81. Forest instructs its customers to use the MT8-120 as a replacement tube for fluorescent lighting.

82. Subject to 35 U.S.C. § 284, Forest has continued to knowingly and willfully infringe the '327 Patent through its manufacture, use, sale, offer for sale, and importation of at least its MT8-120 product. As a result of Forest's infringement of the '327 Patent, TOGGLED has suffered and will continue to suffer damage.

83. Forest's continued willful infringement of the '327 Patent is egregious under the Supreme Court standard held in *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

84. Forest is liable for treble damages under 35 U.S.C. § 284.

COUNT III - INFRINGEMENT OF THE '196 PATENT

85. TOGGLED hereby incorporates by reference its allegations contained in paragraphs 1 through 84 of this Complaint as though fully set forth herein.

86. TOGGLED is the assignee of the '196 Patent and is the owner of all right, title, and interest in the '196 patent, entitled "Method of Forming LED-Based Light and Resulting LED-Based Light," duly and properly issued by the U.S. Patent and Trademark Office on July 12, 2011.

87. A true and correct copy of the '196 Patent is attached hereto as Exhibit 3.

88. Forest has infringed method claims in the '196 Patent including at least as follows:

89. Forest has directly infringed and continues to infringe, including by 35 U.S.C. § 271(g), either literally or by equivalents, method claims in the '196 patent, by importing into the United States, offering to sell, selling or using products including the Univ8, MT8-120, and similar products, that are made by a process patented in the United States, including claim 1 of the '196 Patent.

90. At least Forest's MT8-120 is manufactured through a method of forming a LED-based light for replacing a conventional fluorescent bulb in a fluorescent light fixture, including a plurality of LEDs, an elongated heat sink, and an elongated light transmitting cover.

91. At least Forest's MT8-120 has a heat sink manufactured through a method of shaping an elongated sheet of highly thermally conductive material to

include a plurality of longitudinally extending surfaces and at least one longitudinal vertex is formed between two adjacent longitudinally extending surfaces.

92. At least Forest's MT8-120 is manufactured through a method of mounting the plurality of LEDs in thermally conductive relation with and substantially along a length of at least one of the plurality of longitudinally extending surfaces.

93. At least Forest's MT8-120 is manufactured through a method enclosing the plurality of LEDs within the light transmitting cover such that the at least one longitudinal vertex engages an interior of the cover.

94. TOGGLED is entitled to damages through the period six years prior to the filing date of this lawsuit for Forest's infringement of method claims in the '196 Patent.

95. Forest has known of the '196 Patent since at least August 12, 2016.

96. Forest has known since at least August 12, 2016 that its products, including the MT8-120 and Univ8, are manufactured by a process that practices the method claims of the '196 Patent.

97. Subject to 35 U.S.C. § 284, Forest has continued to knowingly and willfully infringe the '196 Patent for at least its MT8-120 and Univ8 products since at least August 12, 2016. As a result of Forest's infringement of the '196 Patent, TOGGLED has suffered and will continue to suffer damage.

98. Forest's continued willful infringement of the '196 Patent is egregious under the Supreme Court standard held in *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

99. Forest is liable for treble damages under 35 U.S.C. § 284.

COUNT IV - INFRINGEMENT OF THE '171 PATENT

100. TOGGLED hereby incorporates by reference its allegations contained in paragraphs 1 through 99 of this Complaint as though fully set forth herein.

101. TOGGLED is the assignee of the '171 Patent and is the owner of all right, title, and interest in the '171 patent, entitled "Circuit Board Mount for LED Light," duly and properly issued by the U.S. Patent and Trademark Office on June 30, 2015.

102. A true and correct copy of the '171 Patent is attached hereto as Exhibit 4.

103. Forest has infringed the '171 Patent, both directly and indirectly, including by at least the Univ8 products, including as follows:

104. Forest has directly infringed and continues to infringe, either literally or by equivalents, the '171 patent, by making, using, offering to sell or selling in the United States, or importing into the United States, products including the UniV8 and similar products that are covered by at least claim 1 of the '171 Patent pursuant to 35 U.S.C. § 271(a).

105. At least Forest's UniV8 is an LED-based light for replacing a conventional fluorescent light in a light fixture.

106. At least Forest's UniV8 has an elongated housing.

107. At least Forest's UniV8 has a heat sink extending substantially the length of the housing and having a substantially flat first surface and at least one integral retaining portion.

108. At least Forest's UniV8 has a circuit board having a first side and an opposing second side having a plurality of LEDs mounted thereon.

109. At least Forest's UniV8 has the circuit board positioned on the heat sink with substantially all of the first side overlying the first surface of the heat sink wherein the at least one integral retaining portion is crimped to the circuit board to engage the first side with the first surface of the heat sink and secure the circuit board to the heat sink.

110. Forest has known of the '171 Patent since at least August 12, 2016.

111. Forest has known since at least August 12, 2016 that its products, including the Univ8, infringe the '171 Patent.

112. Forest has induced infringement pursuant to 35 U.S.C. § 271(b) of the '171 Patent, including and not limited by encouraging its distributors, resellers, and customers to infringe the '171 Patent, with a specific intent that those customers will

offer for sale, sell, import, or use Forest's products and knowing that such actions would infringe the '171 Patent.

113. Forest instructs its customers to use the Univ8 as a replacement tube for fluorescent lighting.

114. Subject to 35 U.S.C. § 284, Forest has continued to knowingly and willfully infringe the '171 Patent through its manufacture, use, sale, offer for sale, and importation of at least its UniV8 product. As a result of Forest's infringement of the '171 Patent, TOGGLED has suffered and will continue to suffer damage.

115. Forest's continued willful infringement of the '171 Patent is egregious under the Supreme Court standard held in *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

116. Forest is liable for treble damages under 35 U.S.C. § 284.

COUNT V - INFRINGEMENT OF THE '338 PATENT

117. TOGGLED hereby incorporates by reference its allegations contained in paragraphs 1 through 116 of this Complaint as though fully set forth herein.

118. TOGGLED is the assignee of the '338 Patent and is the owner of all right, title, and interest in the '338 patent, entitled "LED Lighting Unit Including Elongated Heat Sink and Elongated Lens," duly and properly issued by the U.S. Patent and Trademark Office on October 19, 2010.

119. A true and correct copy of the '338 Patent is attached hereto as Exhibit 5.

120. Forest has infringed the '338 Patent, both directly and indirectly, including by at least the Univ8 and MT8-120 products, including as follows:

121. Forest has directly infringed and continues to infringe, either literally or by equivalents, the '338 patent, by making, using, offering to sell or selling in the United States, or importing into the United States, products including the Univ8 and similar products that are covered by at least claim 1 of the '338 Patent pursuant to 35 U.S.C. § 271(a).

122. At least Forest's Univ8 is a LED lighting unit.

123. At least Forest's Univ8 has an elongated heat sink having two spaced apart longitudinal grooves and forming a single cavity with a flat surface there between, wherein an angle between a facing direction of each groove and a radius extending from a center of the lighting unit to an opening of the groove is at least as large as the angle between a tangent of the lighting unit at the opening of the groove and the radius.

124. At least Forest's Univ8 has at least one LED mounted to the flat surface of the heat sink between the grooves and within the cavity.

125. At least Forest's Univ8 has an elongated lens having bulged longitudinal edges, each edge slidably engaged with the groove on the heat sink such that the elongated lens encloses the at least one LED.

126. Forest has known of the '338 Patent since at least August 12, 2016.

127. Forest has known since at least August 12, 2016 that its products, including the Univ8, infringe the '338 Patent.

128. Forest has induced infringement pursuant to 35 U.S.C. § 271(b) of the '338 Patent, including and not limited by encouraging its distributors, resellers, and customers to infringe the '338 Patent, with a specific intent that those customers will offer for sale, sell, import, or use Forest's products and knowing that such actions would infringe the '338 Patent.

129. Forest instructs its customers to use the Univ8 as a replacement tube for fluorescent lighting.

130. Subject to 35 U.S.C. § 284, Forest has continued to knowingly and willfully infringe the '338 Patent through its manufacture, use, sale, offer for sale, and importation of at least its Univ8 product. As a result of Forest's infringement of the '338 Patent, TOGGLED has suffered and will continue to suffer damage.

131. Forest's continued willful infringement of the '338 Patent is egregious under the Supreme Court standard held in *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

132. Forest is liable for treble damages under 35 U.S.C. § 284.

COUNT VI - INFRINGEMENT OF THE '993 PATENT

133. TOGGLED hereby incorporates by reference its allegations contained in paragraphs 1 through 132 of this Complaint as though fully set forth herein.

134. TOGGLED is the assignee of the '993 Patent and is the owner of all right, title, and interest in the '993 patent, entitled "Light Tube and Power Supply Circuit," duly and properly issued by the U.S. Patent and Trademark Office on April 14, 2015.

135. A true and correct copy of the '993 Patent is attached hereto as Exhibit 6.

136. Forest has infringed the '993 Patent, both directly and indirectly, including by at least the Univ8 and MT8-120 products, including as follows:

137. Forest has directly infringed and continues to infringe, either literally or by equivalents, the '993 patent, by making, using, offering to sell or selling in the United States, or importing into the United States, products including the UniV8 and similar products that are covered by at least claim 1 of the '993 Patent pursuant to 35 U.S.C. § 271(a).

138. At least Forest's UniV8 is a replacement light tube for replacing a fluorescent light tube.

139. At least Forest's UniV8 has a bulb portion having a first end and a second end.

140. At least Forest's UniV8 has a first end cap and a second end cap disposed at the first end and the second end, respectively, each configured to fit with a socket for the fluorescent light tube.

141. At least Forest's UniV8 has a plurality of light emitting diodes disposed inside and extending between the first and second ends of the bulb portion, wherein the plurality of light emitting diodes is arranged to provide light through at least a portion of the bulb portion.

142. At least Forest's UniV8 has power supply circuitry configured to receive power from a power source and configured to regulate the intensity of light emitted from the plurality of light emitting diodes by pulse-width modulating the received power.

143. Forest has known of the '993 Patent since at least August 12, 2016.

144. Forest has known since at least August 12, 2016 that its products, including the Univ8, infringe the '993 Patent.

145. Forest has induced infringement pursuant to 35 U.S.C. § 271(b) of the '993 Patent, including and not limited by encouraging its distributors, resellers, and customers to infringe the '993 Patent, with a specific intent that those customers will

offer for sale, sell, import, or use Forest's products and knowing that such actions would infringe the '993 Patent.

146. Forest instructs its customers to use the Univ8 as a replacement tube for fluorescent lighting.

147. Subject to 35 U.S.C. § 284, Forest has continued to knowingly and willfully infringe the '993 Patent through its manufacture, use, sale, offer for sale, and importation of at least its UniV8 product. As a result of Forest's infringement of the '993 Patent, TOGGLED has suffered and will continue to suffer damage.

148. Forest's continued willful infringement of the '993 Patent is egregious under the Supreme Court standard held in *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

149. Forest is liable for treble damages under 35 U.S.C. § 284.

COUNT VII - INFRINGEMENT OF THE '626 PATENT

150. TOGGLED hereby incorporates by reference its allegations contained in paragraphs 1 through 149 of this Complaint as though fully set forth herein.

151. TOGGLED is the assignee of the '626 Patent and is the owner of all right, title, and interest in the '626 patent, entitled "Light Tube and Power Supply Circuit," duly and properly issued by the U.S. Patent and Trademark Office on December 29, 2015.

152. A true and correct copy of the '626 Patent is attached hereto as Exhibit 7.

153. Forest has infringed the '626 Patent, both directly and indirectly, including by at least the MT8-120 products, including as follows:

154. Forest has directly infringed and continues to infringe, either literally or by equivalents, the '626 patent, by making, using, offering to sell or selling in the United States, or importing into the United States, products including the MT8-120 and similar products that are covered by at least claim 1 of the '626 Patent pursuant to 35 U.S.C. § 271(a).

155. At least Forest's MT8-120 is a replacement light tube for replacing a fluorescent light tube.

156. At least Forest's MT8-120 has an elongated tubular housing having a first end and a second end.

157. At least Forest's MT8-120 has a first end cap and a second end cap disposed on the first end and the second end, respectively, each configured to fit with a socket for the fluorescent light tube.

158. At least Forest's MT8-120 has a rigid support structure having a planar portion having a first surface extending within the elongated tubular housing between the first end and the second end and having spaced-apart sidewalls extending away from the first surface and extending within the elongated tubular

housing between the first end and the second end, at least a portion of the sidewalls in contact with an interior surface of the elongated tubular housing.

159. At least Forest's MT8-120 has a plurality of white light emitting diodes supported by a second surface of the planar portion opposite to the first surface and between the first end and the second end.

160. At least Forest's MT8-120 has the plurality of white light emitting diodes arranged to emit light through the elongated tubular housing.

161. Forest has known of the '626 Patent since at least August 12, 2016.

162. Forest has known since at least August 12, 2016 that its products, including the MT8-120, infringe the '626 Patent.

163. Forest has induced infringement pursuant to 35 U.S.C. § 271(b) of the '626 Patent, including and not limited by encouraging its distributors, resellers, and customers to infringe the '626 Patent, with a specific intent that those customers will offer for sale, sell, import, or use Forest's products and knowing that such actions would infringe the '626 Patent.

164. Forest instructs its customers to use the MT8-120 as a replacement tube for fluorescent lighting.

165. Subject to 35 U.S.C. § 284, Forest has continued to knowingly and willfully infringe the '626 Patent through its manufacture, use, sale, offer for sale,

and importation of at least its MT8-120 product. As a result of Forest's infringement of the '626 Patent, TOGGLED has suffered and will continue to suffer damage.

166. Forest's continued willful infringement of the '626 Patent is egregious under the Supreme Court standard held in *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

167. Forest is liable for treble damages under 35 U.S.C. § 284.

COUNT VIII - INFRINGEMENT OF THE '396 PATENT

168. TOGGLED hereby incorporates by reference its allegations contained in paragraphs 1 through 167 of this Complaint as though fully set forth herein.

169. TOGGLED is the assignee of the '396 Patent and is the owner of all right, title, and interest in the '396 patent, entitled "Light Tube and Power Supply Circuit," duly and properly issued by the U.S. Patent and Trademark Office on October 21, 2014.

170. A true and correct copy of the '396 Patent is attached hereto as Exhibit 8.

171. Forest has infringed the '396 Patent, both directly and indirectly, including by at least the Univ8 and MT8-120 products, including as follows:

172. Forest has directly infringed and continues to infringe, either literally or by equivalents, the '396 patent, by making, using, offering to sell or selling in the United States, or importing into the United States, products including the MT8-120

and similar products that are covered by at least claim 1 of the '396 Patent pursuant to 35 U.S.C. § 271(a).

173. At least Forest's MT8-120 is a lighting device connectable to a socket of a light fixture.

174. At least Forest's MT8-120 has a housing having a first end and a second end, wherein at least a portion of the housing is transparent or translucent.

175. At least Forest's MT8-120 has an end cap disposed on one of the first end or the second end of the housing and configured to fit with the socket.

176. At least Forest's MT8-120 has a plurality of light emitting diodes disposed inside and extending between the first and second ends of the housing, wherein the plurality of light emitting diodes is arranged to provide light through at least a portion of the transparent or translucent portion of the housing.

177. At least Forest's MT8-120 has a power source electrically connected to and configured to provide power to the plurality of light emitting diodes through a pulse width modulation circuit and a current limiting circuit.

178. At least Forest's MT8-120 has the current limiting circuit comprising an inductive element coupled between the pulse width modulation circuit and at least some of the plurality of light emitting diodes.

179. Forest has known of the '396 Patent since at least August 12, 2016.

180. Forest has known since at least August 12, 2016 that its products infringe the '396 Patent.

181. Forest has induced infringement pursuant to 35 U.S.C. § 271(b) of the '396 Patent, including and not limited by encouraging its distributors, resellers, and customers to infringe the '396 Patent, with a specific intent that those customers will offer for sale, sell, import, or use Forest's products and knowing that such actions would infringe the '396 Patent.

182. Forest instructs its customers to use the MT8-120 as a replacement tube for fluorescent lighting.

183. Subject to 35 U.S.C. § 284, Forest has continued to knowingly and willfully infringe the '396 Patent through its manufacture, use, sale, offer for sale, and importation of at least its MT8-120 product. As a result of Forest's infringement of the '396 Patent, TOGGLED has suffered and will continue to suffer damage.

184. Forest's continued willful infringement of the '396 Patent is egregious under the Supreme Court standard held in *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

185. Forest is liable for treble damages under 35 U.S.C. § 284.

COUNT IX - INFRINGEMENT OF THE '299 PATENT

186. TOGGLED hereby incorporates by reference its allegations contained in paragraphs 1 through 185 of this Complaint as though fully set forth herein.

187. TOGGLED is the assignee of the '299 Patent and is the owner of all right, title, and interest in the '299 patent, entitled "LED Lighting Device for Replacing Fluorescent Tubes," duly and properly issued by the U.S. Patent and Trademark Office on March 31, 2009.

188. A true and correct copy of the '299 Patent is attached hereto as Exhibit 9.

189. Forest has infringed the '299 Patent, both directly and indirectly, including by at least the MT8-120 products, including as follows:

190. Forest has directly infringed and continues to infringe, either literally or by equivalents, the '299 patent, by making, using, offering to sell or selling in the United States, or importing into the United States, products including the MT8-120 and similar products that are covered by at least claim 2 of the '299 Patent pursuant to 35 U.S.C. § 271(a).

191. At least Forest's MT8-120 is an elongated generally tubular lighting device for replacing a conventional fluorescent light tube.

192. At least Forest's MT8-120 has an elongated support structure providing a substantially continuous LED mounting surface extending substantially the length of said device.

193. At least Forest's MT8-120 has a plurality of LEDs arranged along the length of said surface.

194. At least Forest's MT8-120 has a light transmissive bulb portion overlying said surface and said LEDs to transmit light from said LEDs away from said surface.

195. At least Forest's MT8-120 has a pair of end caps mounted to opposite ends of said device and providing male bi-pin connectors at said opposite ends for installing said device in a fluorescent light tube fixture.

196. At least Forest's MT8-120 has said support structure providing on opposite sides of said surface opaque side walls extending above said surface in the light emitting direction to confine the entirety of light emitted from said device to an included angle of less than about 180 degrees.

197. Forest has known of the '299 Patent since at least September 3, 2015.

198. Forest has known since at least September 3, 2015 that its products, including the MT8-120, infringe the '299 Patent.

199. Forest has induced infringement pursuant to 35 U.S.C. § 271(b) of the '299 Patent, including and not limited by encouraging its distributors, resellers, and customers to infringe the '299 Patent, with a specific intent that those customers will offer for sale, sell, import, or use Forest's products and knowing that such actions would infringe the '299 Patent.

200. Forest instructs its customers to use the MT8-120 as a replacement tube for fluorescent lighting.

201. Subject to 35 U.S.C. § 284, Forest has continued to knowingly and willfully infringe the '299 Patent through its manufacture, use, sale, offer for sale, and importation of at least its MT8-120 product. As a result of Forest's infringement of the '299 Patent, TOGGLED has suffered and will continue to suffer damage.

202. Forest's continued willful infringement of the '299 Patent is egregious under the Supreme Court standard held in *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

203. Forest is liable for treble damages under 35 U.S.C. § 284.

COUNT X - INFRINGEMENT OF THE '247 PATENT

204. TOGGLED hereby incorporates by reference its allegations contained in paragraphs 1 through 203 of this Complaint as though fully set forth herein.

205. TOGGLED is the assignee of the '247 Patent and is the owner of all right, title, and interest in the '247 patent, entitled "Method of Forming LED-Based Light and Resulting LED-Based Light," duly and properly issued by the U.S. Patent and Trademark Office on October 9, 2012.

206. A true and correct copy of the '247 Patent is attached hereto as Exhibit 10.

207. Forest has infringed the '247 Patent, both directly and indirectly, including by at least the Univ8 and MT8-120 products, including as follows:

208. Forest has directly infringed and continues to infringe, either literally or by equivalents, the '247 patent, by making, using, offering to sell or selling in the United States, or importing into the United States, products including the MT8-120 and similar products that are covered by at least claims 1 and 15 of the '247 Patent pursuant to 35 U.S.C. § 271(a) or 35 U.S.C. § 271(g).

209. At least Forest's MT8-120 is manufactured through a method of forming a LED-based light for replacing a conventional fluorescent bulb in a fluorescent light fixture and including a plurality of LEDs, an elongated heat sink, and an elongated light transmitting cover.

210. At least Forest's MT8-120 has a heat sink manufactured through a method of shaping an elongated sheet of highly thermally conductive material having opposing longitudinally extending edges to increase a surface area to width ratio thereof.

211. At least Forest's MT8-120 is manufactured through a method of mounting the LEDs in thermally conductive relation with the heat sink.

212. At least Forest's MT8-120 is manufactured through a method of enclosing the LEDs within the light transmitting cover such that the longitudinally extending edges engage an interior of the cover to support the heat sink within the cover.

213. At least Forest's MT8-120 is an LED-based light for replacing a conventional fluorescent bulb in a fluorescent light fixture formed according to the method described in paragraphs 209-212.

214. At least Forest's MT8-120 has a light transmitting cover that at least partially defines a tubular housing.

215. At least Forest's MT8-120 has a heat sink that has a high surface area to width ratio.

216. At least Forest's MT8-120 has LEDs that are enclosed within the tubular housing and mounted in thermally conductive relation along a length of the heat sink for emitting light through the cover.

217. At least Forest's MT8-120 has at least one connector configured for physical connection to the fixture that is attached at a longitudinal end of the tubular housing.

218. Forest has known of the '247 Patent since at least August 12, 2016.

219. Forest has known since at least August 12, 2016 that its products, including the MT8-120, infringe the '247 Patent.

220. Forest has induced infringement pursuant to 35 U.S.C. § 271(b) of the '247 Patent, including and not limited by encouraging its distributors, resellers, and customers to infringe the '247 Patent, with a specific intent that those customers will

offer for sale, sell, import, or use Forest's products and knowing that such actions would infringe the '247 Patent.

221. Forest instructs its customers to use the MT8-120 as a replacement tube for fluorescent lighting.

222. Subject to 35 U.S.C. § 284, Forest has continued to knowingly and willfully infringe the '247 Patent through its manufacture, use, sale, offer for sale, and importation of at least its MT8-120 product. As a result of Forest's infringement of the '247 Patent, TOGGLED has suffered and will continue to suffer damage.

223. Forest's continued willful infringement of the '247 Patent is egregious under the Supreme Court standard held in *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

224. Forest is liable for treble damages under 35 U.S.C. § 284.

COUNT XI - INFRINGEMENT OF THE '813 PATENT

225. TOGGLED hereby incorporates by reference its allegations contained in paragraphs 1 through 224 of this Complaint as though fully set forth herein.

226. TOGGLED is the assignee of the '813 Patent and is the owner of all right, title, and interest in the '813 patent, entitled "LED-Based Light with Supported Heat Sink," duly and properly issued by the U.S. Patent and Trademark Office on November 5, 2013.

227. A true and correct copy of the '813 Patent is attached hereto as Exhibit 11.

228. Forest has infringed the '813 Patent, both directly and indirectly, including by at least the Univ8 and MT8-120 products, including as follows:

229. Forest has directly infringed and continues to infringe, either literally or by equivalents, the '813 patent, by making, using, offering to sell or selling in the United States, or importing into the United States, products including the MT8-120 and similar products that are covered by at least claims 1 and 14 of the '813 Patent pursuant to 35 U.S.C. § 271(a) or 35 U.S.C. § 271(g).

230. At least Forest's MT8-120 is manufactured through a method of forming a LED-based light for replacing a conventional fluorescent bulb in a fluorescent light fixture.

231. At least Forest's MT8-120 has a heat sink of highly thermally conductive material having opposing longitudinally extending edges.

232. At least Forest's MT8-120 is manufactured through a method of mounting a plurality of LEDS in thermally conductive relation with the heat sink.

233. At least Forest's MT8-120 is manufactured through a method of enclosing the plurality of LEDS within a light transmitting cover such that the longitudinally extending edges engage an interior of the cover and the heat sink is suspended within the light transmitting cover by the longitudinally extending edges.

234. At least Forest's MT8-120 is a LED-based light for replacing a conventional fluorescent bulb in a fluorescent light fixture formed according to the method described in paragraphs 230-233.

235. At least Forest's MT8-120 has a light transmitting cover that at least partially defines a tubular housing.

236. At least Forest's MT8-120 has a heat sink that has a high surface area to width ratio.

237. At least Forest's MT8-120 has the plurality of LEDs enclosed within the tubular housing and mounted in thermally conductive relation along a length of the heat sink for emitting light through the cover.

238. At least Forest's MT8-120 has at least one connector configured for physical connection to the fixture that is attached at a longitudinal end of the tubular housing.

239. Forest has known of the '813 Patent since at least September 3, 2015.

240. Forest has known since at least September 3, 2015 that its products, including the MT8-120, infringe the '813 Patent.

241. Forest has induced infringement pursuant to 35 U.S.C. § 271(b) of the '813 Patent, including and not limited by encouraging its distributors, resellers, and customers to infringe the '813 Patent, with a specific intent that those customers will

offer for sale, sell, import, or use Forest's products and knowing that such actions would infringe the '813 Patent.

242. Forest instructs its customers to use the MT8-120 as a replacement tube for fluorescent lighting.

243. Subject to 35 U.S.C. § 284, Forest has continued to knowingly and willfully infringe the '813 Patent through its manufacture, use, sale, offer for sale, and importation of at least its MT8-120 product. As a result of Forest's infringement of the '813 Patent, TOGGLED has suffered and will continue to suffer damage.

244. Forest's continued willful infringement of the '813 Patent is egregious under the Supreme Court standard held in *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923 (2016).

245. Forest is liable for treble damages under 35 U.S.C. § 284.

PRAYER FOR RELIEF

WHEREFORE, TOGGLED prays for relief as follows:

A. For a judgment declaring that Forest has infringed each of the asserted TOGGLED Patents;

B. For a judgment awarding TOGGLED compensatory damages as a result of Forest's infringement of the asserted TOGGLED Patents, together with pre- and post-judgment interest and costs, and in no event less than a reasonable royalty;

C. For a judgment declaring that Forest's infringement of TOGGLED Patents was and is willful and egregious;

D. For a judgment awarding TOGGLED treble damages under 35 U.S.C. § 284 for Forest's willful and egregious infringement of the TOGGLED Patents;

E. For a judgment declaring that this case is exceptional and awarding TOGGLED its expenses, costs, and attorneys' fees in accordance with 35 U.S.C. §§ 284-285 and Rule 54(d) of the Federal Rules of Civil Procedure;

F. For a grant of a permanent injunction pursuant to 35 U.S.C. § 283, enjoining Forest from further acts of infringement; and

G. For such other and further relief as the Court deems just and proper.

DEMAND FOR A JURY TRIAL

TOGGLED hereby demands a trial by jury in this action.

Respectfully submitted,

FISH & RICHARDSON P.C.

By: /s/ David J. Healey

David J. Healey
healey@fr.com
Attorney-in-Charge
Texas Bar No. 09327980
Federal ID No. 35021
Brian G. Strand
strand@fr.com
Texas Bar No. 24081166
Federal ID No. 1838971
1221 McKinney Street,
Suite 2800
Houston, TX 77010
(713) 654-5300 – Telephone
(713) 652-0109 – Facsimile

Of Counsel:

Whitney A. Reichel (*pro hac vice*
forthcoming)
(MA BBO #663599)
wreichel@fr.com
Jeffrey A. Shneidman (*pro hac vice*
forthcoming)
(MA BBO #681612)
shneidman@fr.com
Grant T. Rice (*pro hac vice*
forthcoming)
(MA BBO #693430)
rice@fr.com
One Marina Park Drive
Boston, MA 02210-1878
(617) 542-5070 – Telephone
(617) 542-8906 – Facsimile

Counsel for Plaintiff

Dated: September 15, 2016