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10 Attorneys for Plaintiff,
11 Colt International Clothing, Inc.
12 dba Colt LED

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 COLT INTERNATIONAL CLOTHING)
16 INC. dba COLT LED, a California)
17 corporation,)

18 Plaintiff,

19 vs.

20 QUASAR SCIENCE, LLC, a California)
21 limited liability company; CINELEASE,)
22 INC., a Nevada corporation; WARNER)
23 BROS. ENTERTAINMENT INC., a)
24 Delaware corporation; MANHATTAN)
25 BEACH STUDIOS LLC, a California)
26 limited liability company; DADCO,)
27 LLC, a California limited liability)
28 company,

Defendants.

Case No. 2:17-CV-07325 AB (JEMx)

**FIRST AMENDED COMPLAINT
FOR PATENT INFRINGEMENT**

[DEMAND FOR JURY TRIAL]

For its first amended complaint, Plaintiff Colt International Clothing Inc.
alleges as follows:

I. PARTIES

1. Plaintiff Colt International Clothing Inc. dba Colt LED (hereinafter “Plaintiff” or “Colt”) is a corporation organized under the laws of the State of California having a principal place of business at 19839 Ellis Henry Avenue, Santa Clarita, California 91321. Colt offers for lease/sale and leases/sells high quality bicolor LED lighting tubes used primarily in the entertainment industry, among other products.

2. Upon information and belief, Defendant Quasar Science, LLC (hereinafter “Quasar”) is a limited liability company organized under the laws of the State of California having a principal place of business at 687 S. Anderson Street, Los Angeles, California 90023.

3. Upon information and belief, Defendant Cinelease, Inc. (hereinafter “Cinelease”) is a corporation organized under the laws of the State of Nevada having a place of business at 999 Vanderbilt Beach Road, Suite 300, Naples, Florida 34108.

4. Upon information and belief, Defendant Warner Bros. Entertainment Inc. (hereinafter “Warner Bros.”) is a corporation organized under the laws of the State of Delaware having a place of business at 4000 Warner Blvd., Burbank, California 91522.

5. Upon information and belief, Defendant Manhattan Beach Studios, LLC (hereinafter “MBS”) is a limited liability company organized under the laws of the State of California having a place of business at 1600 Rosecrans Avenue, Manhattan Beach, California 90266.

6. Upon information and belief, Defendant Dadco, LLC (hereinafter “Dadco”) is a limited liability company organized under the laws of the State of California having a place of business at 11078 Fleetwood Street Sun Valley, California 91352.

1 7. Plaintiff reserves the right to amend this complaint to name additional
2 defendants if and when they have been ascertained.

3 8. The above-named defendants may be collectively referred to herein as
4 “Defendants.”

5 6 **II. JURISDICTION AND VENUE**

7 9. This Court has subject matter jurisdiction over this action pursuant to
8 28 U.S.C. § 1331 and § 1338(a) since the patent infringement claims arise under the
9 Patent Act, and in particular, 35 U.S.C. §§ 271 and 281.

10 10. This Court has personal jurisdiction over Quasar in that Quasar resides
11 in this judicial district and is a corporation registered with the State of California to
12 conduct business within this State. Additionally, Quasar has committed and
13 continues to commit acts of infringement in violation of 35 U.S.C. § 271 in this
14 judicial district, and places accused products into the stream of commerce, with the
15 knowledge and understanding that such products are used, leased, offered to be
16 leased, offered to be sold, and/or sold in the State of California, including in this
17 judicial district with the purpose of practicing the asserted patent.

18 11. This Court has personal jurisdiction over Cinelease in that Cinelease,
19 on information and belief, purchases the accused products in this judicial district,
20 and has a contractual and business relationship with the Walt Disney Company
21 (“Disney”) to sell and/or lease the accused products to certain movie studios in this
22 judicial district. Cinelease, on information and belief, also maintains a warehouse
23 of products at 5375 W. San Fernando Road, Los Angeles, California 90039, within
24 this judicial district, including the accused products. Additionally, Cinelease has
25 committed and continues to commit acts of infringement in violation of 35 U.S.C. §
26 271, and places accused products into the stream of commerce, with the knowledge
27 and understanding that such products are used, leased, offered to be leased, offered
28

1 to be sold, and/or sold in the State of California, including in this judicial district
2 with the purpose of practicing the asserted patent.

3 12. This Court has personal jurisdiction over Warner Bros. in that Warner
4 Bros., on information and belief, purchases the accused products in this judicial
5 district, and sells and/or leases the accused products to certain production
6 companies in this judicial district. Warner Bros., on information and belief, also
7 maintains a warehouse of products at its place of business in Los Angeles County,
8 within this judicial district, including the accused products. Additionally, Warner
9 Bros. has committed and continues to commit acts of infringement in violation of
10 35 U.S.C. § 271, and places accused products into the stream of commerce, with the
11 knowledge and understanding that such products are used, leased, offered to be
12 leased, offered to be sold, and/or sold in the State of California, including in this
13 judicial district with the purpose of practicing the asserted patent.

14 13. This Court has personal jurisdiction over MBS in that MBS, on
15 information and belief, purchases the accused products in this judicial district, and
16 sells and/or leases the accused products to certain production companies in this
17 judicial district. MBS, on information and belief, also maintains a warehouse of
18 products at its place of business in Los Angeles County, within this judicial district,
19 including the accused products. Additionally, MBS has committed and continues to
20 commit acts of infringement in violation of 35 U.S.C. § 271, and places accused
21 products into the stream of commerce, with the knowledge and understanding that
22 such products are used, leased, offered to be leased, offered to be sold, and/or sold
23 in the State of California, including in this judicial district with the purpose of
24 practicing the asserted patent.

25 14. This Court has personal jurisdiction over Dadco in that Dadco, on
26 information and belief, purchases the accused products in this judicial district, and
27 sells and/or leases the accused products to certain studios and/or production
28 companies in this judicial district, such as Santa Clarita Studios Corporation located

1 in Santa Clarita, California. Dadco, on information and belief, also maintains a
 2 warehouse of products at its place of business in Los Angeles County, within this
 3 judicial district, including the accused products. Additionally, Dadco has committed
 4 and continues to commit acts of infringement in violation of 35 U.S.C. § 271, and
 5 places accused products into the stream of commerce, with the knowledge and
 6 understanding that such products are used, leased, offered to be leased, offered to
 7 be sold, and/or sold in the State of California, including in this judicial district with
 8 the purpose of practicing the asserted patent.

9 15. Venue is proper in this judicial district as to the Defendants pursuant to
 10 28 U.S.C. § 1391(b)(1) in that Quasar resides in this judicial district. In addition,
 11 pursuant to 28 U.S.C. §§ 1391(b)(2) and (b)(3), 1391(c)(2), and §1400(b),
 12 Defendants, including Cinelease, are subject to personal jurisdiction in this judicial
 13 district because they have a regular and established place of business in this judicial
 14 district, and/or a substantial portion of the acts and omissions giving rise to the
 15 asserted claims occurred in this judicial district.

16 III. FACTUAL ALLEGATIONS

17 16. Colt's President, Guillermo Macias, developed an elongated two color
 18 fluorescent light bulbs ("bicolor tube") that is extremely useful for illuminating an
 19 area or volume of space.

20 17. This bicolor tube invention is particularly useful and valuable in
 21 photography and movie making industries and took these industries by storm. The
 22 bicolor tube can produce two different types of white light, whichever is desired for
 23 a particular scene, without having to change bulbs or filters. This substantially
 24 reduces rigging time, and given the expensive nature of film and television crew
 25 time, results in huge savings. As a result, Mr. Macias' bicolor tubes are used by
 26 photography and movie studios all throughout the nation, and in other countries as
 27 well.
 28

18. Colt filed a patent application with the United States Patent and Trademark Office (“USPTO”) for its innovative bicolor tube, and after patent examination, the USPTO awarded Colt United States Patent No. 9,719,642 (“the ‘642 patent”). The ‘642 patent, entitled “Tube Light with Improved LED Array,” issued on August 1, 2017 and claims a priority date of May 17, 2012, which is the date Mr. Macias filed his original provisional patent application with the USPTO first disclosing his bicolor tube innovation (Provisional Patent Application Serial No. 61/648,554). Colt attaches as **Exhibit 1** to the present Amended Complaint a true and complete copy of Colt’s ‘642 patent.

19. While Colt was still prosecuting the ‘642 patent (before it had issued), Colt had learned, through firsthand knowledge as well as by reference to certain advertising, that Defendant Quasar describes and/or has described in detail on its website that Quasar is making, using, offering for sale, offering for lease, leasing and selling bicolor tubes that infringe the Colt patents (the “accused products”). Indeed, prior to filing this lawsuit, Colt obtained a sample of these products manufactured by Quasar. Colt therefore attaches as **Exhibits 3-11** to the present Amended Complaint a number of images taken of this sample. Colt also attaches hereto as **Exhibits 12-15** certain pages from Quasar’s website related to the accused products.

20. On May 31, 2017, therefore, Colt notified Quasar that the USPTO had announce that it would be granting to Colt on August 1, 2017 a new patent, as well as the content and scope of the patent claims in this new patent. This notification was directed to Quasar’s counsel of record, Michael M. Baranov, Esq. and Clark Gross, Esq. -- both of whom are counsel of record for Quasar and/or Cinelease in the related pending patent infringement Action that Colt is prosecuting against Quasar and Cinelease alleging infringement of Colt’s harness patent, Civil Action No. 2:16-CV-03040 AB (JEMx).

21. Then, on August 2, 2017, Colt provided written notice to Quasar and Cinelease that the ‘642 patent had issued, along with a copy of the patent -- again directed to Messrs. Baranov and Gross -- demanding that Quasar and Cinelease immediately cease and desist from all such infringing activity. Quasar and Cinelease refused to do so, and Colt therefore filed the original complaint in the present Action.

22. Colt also filed a second patent application with the USPTO for its innovative bicolor tube, and after patent examination, the USPTO awarded Colt United States Patent No. 9,845,924 (“the ‘924 patent,” and, together with the ‘642 patent, “the Colt patents”). The ‘924 patent is a continuation of the ‘642 patent, entitled “Tube Light with Improved LED Array,” issued on December 19, 2017 and, like the ‘642 patent, claims priority back to the provisional patent application filing date of May 17, 2012. Colt attaches as **Exhibit 2** to the present Amended Complaint a true and complete copy of Colt’s ‘924 patent.

23. At all times relevant to the present action, the Colt patents have been and are owned by Colt, valid and active, and fully enforceable against the Defendants.

24. Upon close inspection of the sample, along with the content and images provided by Quasar through its website advertising, it is evident that the accused products infringe the Colt patents.

25. Specifically, Colt reproduces below, by way of example, claim 1 of the ‘642 patent and compares it to the accused product.

1. An LED light system configured for providing broad-spectrum white light suitable for a commercial image recording in a form factor of a fluorescent tube, the LED light system comprising:

a housing having ends and including a support structure in a form of an elongated and narrow surface and having a top side and a bottom side;

1 a plurality of first LEDs mounted on the top side of the support
2 structure and configured to emit broad-spectrum white light in a
3 first predetermined Kelvin temperature range of daylight;
4 a plurality of second LEDs mounted on the top side of the support
5 structure and configured to emit broad-spectrum white light in a
6 second predetermined Kelvin temperature range of tungsten;
7 circuitry mounted to the support structure including an LED driver
8 circuit and including means for selectively electronically switching
9 between driving either (i) the first LEDs while the second LEDs
10 are off and (ii) the second LEDs to provide light while the first
11 LEDs are off, wherein the first and second temperature ranges are
12 nonoverlapping, and including a printed circuit board mounted to
13 the support structure for carrying electrical power from a
14 connection to the LED driver and then to the first and second
15 LEDs;
16 an elongate cover extending substantially a length of the support
17 structure and covering the top side of the support structure for
18 diffusing light emitted by the first and second LEDs; and
19 wherein the housing and cover together have a linear form factor of a
20 fluorescent tube light having no greater than a length of four feet
21 and a diameter of no greater than about one to one and a half
22 inches, wherein, at one end there is a connection for receiving AC
23 power to be provided to the LED light system and wherein the
24 LED light system is configured to use the power received only at
25 the one said end, and wherein the first and second LEDs are
26 disposed in a plurality of rows and are equally distributed along the
27 length of the top side of the support structure such that the first
28 LEDs and the second LEDs, whichever are on, evenly emit light

1 along the length of the top side of the support structure, wherein
2 the light is diffused by the cover and is suitable for the commercial
3 image recording both when the emitted light from the LED light
4 system is in the first temperature range of daylight and when the
5 emitted light from the LED light system is in the second
6 temperature range of tungsten.

7 26. By way of example only, and without waiving any right to assert any
8 other infringement arguments or showing pertaining to this or any other product, or
9 of any other claim of the Colt patents either directly or indirectly, Colt attaches
10 hereto as **Exhibit 16** a comparison of the accused products in claim chart form to
11 demonstrate one way in which the accused products meet all of the limitations of
12 claim 1 of the '642 patent.

13 27. Additionally, Colt reproduces below claim 1 of the '924 patent that
14 claims priority to the '642 patent:

- 15 1. An LED light system configured for providing broad-spectrum
16 white light suitable for a commercial image recording in a form
17 factor of a fluorescent tube, the LED light system comprising:
18 a housing having ends and including a support structure in a form of
19 an elongated and narrow surface and having a top side and a
20 bottom side;
21 a plurality of first LEDs mounted on the top side of the support
22 structure and configured to emit broad-spectrum white light in a
23 first predetermined Kelvin temperature range of cool white light;
24 a plurality of second LEDs mounted on the top side of the support
25 structure and configured to emit broad-spectrum white light in a
26 second predetermined Kelvin temperature range of warm white
27 light;
28

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1 circuitry mounted to the support structure including an LED driver
2 circuit configured for selectively electronically switching between
3 driving (i) the first LEDs to provide light while the second LEDs
4 are off and (ii) the second LEDs to provide light while the first
5 LEDs are off, wherein the first and second temperature ranges are
6 nonoverlapping, and including a printed circuit board mounted to
7 the support structure for carrying electrical power from a
8 connection to the LED driver circuit and then to the first and
9 second LEDs;
10 an elongate cover extending substantially a length of the support
11 structure and covering the top side of the support structure for
12 diffusing light emitted by the first and second LEDs; and
13 wherein the housing and cover together have a linear form factor of a
14 fluorescent tube light having a diameter of no greater than about
15 one to one and a half inches,
16 wherein the LED light system is configured for receiving input power
17 to be provided to the LED light system to selectively light the first
18 and second LEDs, and
19 wherein the first and second LEDs are disposed in rows and
20 distributed along the length of the top side of the support structure
21 such that the first LEDs and the second LEDs, whichever are on,
22 emit a substantially even light along the length of the top side of
23 the support structure,
24 wherein the light is diffused by the cover and is suitable for the
25 commercial image recording both when the emitted light from the
26 LED light system is in the first temperature range of cool white
27 light and when the emitted light from the LED light system is in
28 the second temperature range of warm white light.

28. By way of example only, and without waiving any right to assert any other infringement arguments or showing pertaining to this or any other product, or of any other claim of the Colt patents either directly or indirectly, Colt attaches hereto as **Exhibit 17** a comparison of the accused products in claim chart form to demonstrate one way in which the accused products meet all of the limitations of claim 1 of the '924 patent.

29. Colt has not licensed or otherwise authorized any of the Defendants (or its dealers, customers, affiliates, or the like) to make, use, sell, lease, offer to lease, or offer to sell the accused products or any systems that fall within the scope of any of the claims of either of the Colt patents.

30. Upon information and belief, Defendant Quasar sells and has sold the accused products to Defendants Cinelease, Warner Bros., MBS and Dadco and potentially others, and Cinelease, Warner Bros., MBS and Dadco re-sell and/or lease the accused products to various companies, photography, production companies, and/or movie studios, which then use the accused products in precisely the manner and configuration as covered by the '642 patent.

31. On May 31, 2017, Colt notified Cinelease of the Patent Office's allowance and imminent issuance of a patent for Colt's "bicolor tubular LED light" -- via email correspondence to Quasar's counsel of record, Mr. Baranov, who is litigation counsel of record for Cinelease in an above-mentioned pending patent infringement action -- that the United States Patent and Trademark had announced that it (the USPTO) would be granting to Colt on August 1, 2017 a new patent, as well as the content and scope of the patent claims in the new patent. Then, at least as of August 2, 2017, Colt provided written notice to Cinelease of the existence and scope of the '642 patent to Mr. Baranov and, at least as of August 2, 2017, to Neale R. Bedrock, Assistant General Counsel for The Hertz Corporation, since The Hertz Corporation, on information and belief, owns and/or controls Cinelease, demanding that Cinelease immediately cease and desist from all such infringing activity.

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32. On August 4, 2017, Colt also provided written notice to Warner Bros. - via letter to Wayne W. Smith, Senior Vice President, Senior Litigation & Chief Patent Counsel for Warner Bros -- of the existence and scope of the '642 patent and demanding that Warner Bros. immediately cease and desist from all such infringing activity.

33. In addition, Colt provided written notice to MBS of the existence and scope of the '642 patent at least as of August 4, 2017, via letter to Joseph Dougherty, Sr. Vice President of MBS, demanding that MBS immediately cease and desist from all such infringing activity.

34. Further, Colt provided written notice to Dadco of the existence and scope of the '642 patent at least as of August 2, 2017, via letter to Ron Dahlquist, CEO of Dadco.

35. Defendants' infringement of the Colt patents, therefore, is willful and has been for some time. Indeed, upon information and belief, Quasar has not altered its product and has not stopped its marketing, conduct or dealings with respect to the accused product since first learning of the Colt patents and scope.

IV. COUNT I –INFRINGEMENT OF U.S. PATENT NO. 9,719,642 (35 U.S.C. § 271)

36. Colt hereby repeats and incorporates herein the allegations set forth in paragraphs 1 through 35 above.

37. This claim is against all Defendants, and each of them, for patent infringement under 35 U.S.C. §§ 101 *et seq.*, including specifically, § 271(a).

38. Colt's U.S. Patent No. 9,719,642 (see, **Exhibit 1** attached hereto) have at all relevant times subsequent to its issue date been fully enforceable and are now fully enforceable.

39. Upon and subsequent to the issuance of the '642 patent, and the notices to the Defendants, including on August 2, 2017, Defendants have infringed

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1 the Colt patents by making, using, importing, offering to sell, and/or selling, and
2 continuing to make, use, import, offer to sell, offer to lease, lease and/or sell the
3 accused products, which come within the scope of at least one claim of the Colt
4 patents.

5 40. The making, using, importing, offering to sell, and/or selling of the
6 accused products by Defendants, and/or contributing to and/or inducing the
7 infringing activities of others, has been without authority or license from Colt and is
8 in violation of Colt's rights under the '642 patent, thereby infringing the '642
9 patent.

10 41. Upon information and belief, Colt alleges that Defendants' foregoing
11 infringing acts have been with full knowledge of Colt's rights and interests, thereby
12 constituting willful patent infringement.

13 42. Colt has been damaged by Defendants' acts as alleged in this
14 complaint, and Defendants have improperly profited thereby. Defendants are
15 therefore liable for money damages pursuant to 35 U.S.C. § 284 to Colt from at
16 least as early as August 1, 2017. Colt is entitled to a complete accounting of all
17 revenue derived by Defendants from the unlawful conduct alleged herein in order to
18 determine the full amount of money damages which Colt has suffered due to
19 Defendants' acts of infringement, with Colt being entitled to damages adequate to
20 fully compensate it for the infringements.

21 43. The harm to Colt arising from Defendants' acts of infringement of the
22 '642 patent is not fully compensable by money damages. Rather, Colt has suffered
23 and continues to suffer irreparable harm which has no adequate remedy at law and
24 which will continue unless Defendants' conduct is enjoined. Defendants must
25 therefore be enjoined and deterred from any further violations of Colt's rights in the
26 '642 patent through a permanent injunction.

27 44. Defendants should also be required to pay Colt's attorneys' fees,
28 expenses, and costs for their willful and blatant disregard of Colt's patent rights.

V. COUNT II –INFRINGEMENT OF U.S. PATENT NO. 9,845,924
(35 U.S.C. § 271)

45. Colt hereby repeats and incorporates herein the allegations set forth in paragraphs 1 through 44 above.

46. This claim is against all Defendants, and each of them, for patent infringement under 35 U.S.C. §§ 101 *et seq.*, including specifically, § 271(a).

47. Colt's U.S. Patent No. 9,845,924 (*see*, **Exhibit 2** attached hereto) has at all relevant times subsequent to its issue date been fully enforceable and are now fully enforceable.

48. Upon and subsequent to the issuance of the Colt patents, Defendants have infringed the '924 patent by making, using, importing, offering to sell, and/or selling, and continuing to make, use, import, offer to sell, offer to lease, lease and/or sell the accused products, which come within the scope of at least one claim of the Colt patents.

49. The making, using, importing, offering to sell, and/or selling of the accused products by Defendants, and/or contributing to and/or inducing the infringing activities of others, has been without authority or license from Colt and is in violation of Colt's rights under the '924 patent, thereby infringing the '924 patent.

50. Upon information and belief, Colt alleges that Defendants' foregoing infringing acts have been with full knowledge of Colt's rights and interests, thereby constituting willful patent infringement.

51. Colt has been damaged by Defendants' acts as alleged in this complaint, and Defendants have improperly profited thereby. Defendants are therefore liable for money damages pursuant to 35 U.S.C. § 284 to Colt from at least as early as December 19, 2017. Colt is entitled to a complete accounting of all revenue derived by Defendants from the unlawful conduct alleged herein in order to determine the full amount of money damages which Colt has suffered due to

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1 Defendants' acts of infringement, with Colt being entitled to damages adequate to
 2 fully compensate it for the infringements.

3 52. The harm to Colt arising from Defendants' acts of infringement of the
 4 '924 patent is not fully compensable by money damages. Rather, Colt has suffered
 5 and continues to suffer irreparable harm which has no adequate remedy at law and
 6 which will continue unless Defendants' conduct is enjoined. Defendants must
 7 therefore be enjoined and deterred from any further violations of Colt's rights in the
 8 '924 patent through a permanent injunction.

9 53. Defendants should also be required to pay Colt's attorneys' fees,
 10 expenses, and costs for their willful and blatant disregard of Colt's patent rights.

11 12 **V. PRAYER FOR RELIEF**

13 WHEREFORE, Colt demands judgment against Defendants, jointly and
 14 severally, as follows:

15 A. A finding that all Defendants have directly infringed the '642 patent.

16 B. A finding that Defendants Quasar and Cinelease have induced
 17 infringement of the '642 patent.

18 C. A finding that Defendants Quasar and Cinelease have committed
 19 contributory infringement of the '642 patent.

20 D. A finding that all Defendants have directly infringed the '942 patent.

21 E. A finding that Defendants Quasar and Cinelease have induced
 22 infringement of the '924 patent.

23 F. A finding that Defendants Quasar and Cinelease have committed
 24 contributory infringement of the '924 patent.

25 G. For an order preliminarily and permanently enjoining all Defendants,
 26 and their officers, directors, agents, servants, attorneys, affiliates, and employees
 27 and all other persons acting in concert with them from committing any further acts
 28 of infringement (direct or indirect), including but not limited to, manufacturing,

1 using, importing, offering to sell, offering to lease, leasing, and selling the accused
2 product (or products colorably similar thereto), or aiding or abetting or assisting
3 others in such infringing activities;

4 H. For an order seizing and impounding all accused products and all
5 manufacturing supplies in Defendants' possession or control;

6 I. For an order directing Defendants to file with this Court and to serve
7 on Colt within thirty (30) days after service on Defendants of the injunction granted
8 herein, or such extended period as the Court may direct, a report in writing, under
9 oath, setting forth in detail the manner and form in which Defendants have
10 complied with and are continuing to comply with the injunction and order of this
11 Court;

12 J. For a judgment to be entered for Colt against Defendants awarding
13 damages adequate to fully compensate Colt for the infringement;

14 K. For a judgment awarding to Colt pre-judgment and post-judgment
15 interest until the award is fully paid;

16 L. For a judgment that Defendants have willfully and deliberately
17 infringed Colt's patent rights, such that it is determined that this is an exceptional
18 case entitling Colt to enhanced damages under the Patent Laws of the United States;

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1 M. For an award to Colt of costs, expenses, and attorneys' fees, incurred
2 in bringing this action under the Patent Laws of the United States; and

3 N. For such other and further relief as this Court may deem just and
4 equitable under the circumstances.

5
6 Respectfully submitted:
7 CISLO & THOMAS LLP

8
9 Dated: January 9, 2018

By: /s/Kelly W. Cunningham
10 Kelly W. Cunningham, Esq.
11 C. Wook Pak, Esq.

12 Attorneys for Plaintiff,
13 Colt International Clothing, Inc.
14 dba Colt LED

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DEMAND FOR JURY TRIAL

Colt hereby demands a trial by jury on all issues raised by the First Amended Complaint so triable.

Respectfully submitted:
CISLO & THOMAS LLP

Dated: January 9, 2018

By: /s/Kelly W. Cunningham
Kelly W. Cunningham, Esq.
C. Wook Pak, Esq.

Attorneys for Plaintiff,
Colt International Clothing, Inc.
dba Colt LED

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