

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

ULTRAVISION TECHNOLOGIES, LLC,

Plaintiff,

Case No. 2:19-cv-289

v.

JURY TRIAL DEMANDED

HOLOPHANE EUROPE LIMITED,

Defendant.

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Ultravision Technologies, LLC (“Ultravision”), for its Complaint against defendant Holophane Europe Limited (“Defendant”) alleges as follows:

THE PARTIES

1. Ultravision is a limited liability company organized and existing under the laws of the State of Delaware and is registered to do business in Texas. Ultravision has its principal place of business at 4542 McEwen Road, Dallas, Texas 75244.

2. Upon information and belief, defendant Holophane Europe Limited is a corporation organized and existing under the laws of the United Kingdom, with its principal place of business located at Bond Avenue, Bletchley, Milton Keynes, Buckinghamshire, MK1 1JF, United Kingdom.

JURISDICTION

3. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 1 *et seq.* This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

4. This Court has personal jurisdiction over Defendant. Upon information and belief, Defendant regularly conducts business and has committed acts of patent infringement and/or has induced acts of patent infringement by others in this Judicial District and/or has contributed to patent infringement by others in this Judicial District, the State of Texas (including, for example, the Acuity Brands Distribution Center, 2700 Esters Blvd., Dallas, Texas 75261), and elsewhere in the United States. The Court's exercise of jurisdiction over Defendant would not offend traditional notions of fair play and substantial justice because Defendant has established minimum contacts with the forum with respect to both general and specific personal jurisdiction.

5. Upon information and belief, Defendant transacts substantial business in the State of Texas. Defendant has committed acts of infringement in the State of Texas, by among other things, offering to sell and selling products that infringe the Patents-in-Suit, including the accused devices as alleged herein, as well as providing service and support to their customers in the State of Texas.

6. Upon information and belief, Defendant has made, used, offered for sale or sold LED lighting to customers in Texas, or imported LED lighting into the United States to Texas. Upon information and belief, Defendant, directly or indirectly, participates in the stream of commerce that results in products, including the accused products, being made, used, offered for sale, and/or sold in the State of Texas and/or imported into the United States to the State of Texas.¹

7. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391 because, among other things, Defendant is a foreign defendant and not a resident in the United States, and thus may be sued in any judicial district pursuant to 28 U.S.C. § 1391(c)(3).

¹ See, e.g., <https://www.youtube.com/watch?v=TnJpwqwVYjo>; https://www.youtube.com/watch?v=Woesb_2uu_Y.

8. Defendant is subject to this Court's jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to its substantial business in the State of Texas and this Judicial District, including (a) at least part of its past infringing activities, (b) regularly doing or soliciting business in the State of Texas, and/or (c) engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in the State of Texas.

PATENTS-IN-SUIT

9. On October 28, 2014, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 8,870,410 (the "'410 Patent") entitled "Optical Panel for LED Light Source." A true and correct copy of the '410 Patent is available at <http://pdfpiw.uspto.gov/.piw?docid=8870410>.

10. On October 28, 2014, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 8,870,413 (the "'413 Patent") entitled "Optical Panel for LED Light Source." A true and correct copy of the '413 Patent is available at <http://pdfpiw.uspto.gov/.piw?docid=8870413>.

11. On March 5, 2019, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 10,223,946 (the "'946 Patent") entitled "Lighting Device with Transparent Substrate, Heat Sink and LED Array for Uniform Illumination Regardless of Number of Functional LEDs." A true and correct copy of the '946 Patent is available at <http://pdfpiw.uspto.gov/.piw?docid=10223946>.

12. Ultravision is the sole and exclusive owner of all right, title and interest in and to the '410, '413 and '946 Patents (collectively, the "Patents-in-Suit"), and holds the exclusive right to take all actions necessary to enforce its rights to the Patents-in-Suit, including the filing of this patent infringement action. Ultravision also has the right to recover all damages for past, present,

and future infringement of the Patents-in-Suit and to seek injunctive relief as appropriate under the law.

13. Ultravision complies with the marking provisions of 35 U.S.C. § 287 with respect to the Patents-in-Suit. Ultravision lists the Patents-in-Suit on its website, <http://www.ultravisioninternational.com>, which is referenced on its products and their packaging.

DEFENDANT'S PRODUCTS

14. Upon information and belief, Defendant makes, uses, offers to sell, or sells within the United States or imports into the United States LED lighting, such as Defendant's Sign-Vue LED II, HMAO LED III, and Mongoose LED products.

15. Images of Defendant's Sign-Vue LED II product are shown below:²



² <https://holophane.acuitybrands.com/products/detail/400443/Holophane/Sign-Vue-LED-II/Outdoor-Advertising>

16. Images of Defendant's HMAO LED III product are shown below:³



³ <https://holophane.acuitybrands.com/products/detail/757147/Holophane/HMAO-LED-III/High-Mast-LED-Luminaire>

17. Images of Defendant's Mongoose LED product are shown below:⁴



COUNT I
(Infringement of the '410 Patent)

18. Paragraphs 1 through 17 are incorporated by reference as if fully set forth herein.

19. Ultravision has not licensed or otherwise authorized Defendant to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '410 Patent.

⁴ <https://holophane.acuitybrands.com/products/detail/219656/Holophane/Mongoose-LED/Mongoose-LED>

20. Defendant has directly infringed and continues to directly infringe one or more claims of the '410 Patent, including at least claim 15, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '410 Patent. Such products include LED lighting, such as Defendants' Sign-Vue LED II product.

21. Upon information and belief, Defendant's Sign-Vue LED II product is an optics panel for use in a light emitting diode (LED) lighting assembly.

22. Upon information and belief, Defendant's Sign-Vue LED II product comprises a plurality of LEDs disposed on a substrate and directed outward therefrom.

23. Upon information and belief, Defendant's Sign-Vue LED II product comprises an acrylic material substrate comprising a plurality of optical elements comprising the acrylic material, the plurality of optical elements protruding out of a major surface of the acrylic material substrate, the plurality of optical elements disposed over the plurality of LEDs and configured to direct light from each of the plurality of LEDs of the lighting assembly onto a display surface external to the optics panel, wherein the light from each of the LEDs is directed by the acrylic material substrate across the entire area of the display surface so that each LED evenly illuminates substantially the entire display surface with a substantially equal level of illumination from each of the LEDs.

24. Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '410 Patent, including at least claim 15, by knowingly and intentionally inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling

within the United States and/or importing into the United States products that include infringing technology, including LED lighting, including Defendant's Sign-Vue LED II product.

25. Defendant knowingly and intentionally induces infringement of one or more claims of the '410 Patent in violation of 35 U.S.C. § 271(b), including at least claim 15, by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to Defendant's Sign-Vue LED II product.

26. Upon information and belief, with knowledge and intent, or with willful blindness, Defendant is encouraging and facilitating infringement of one or more claims of the '410 Patent by others, including at least claim 15. For example, upon information and belief, Defendant sells or otherwise provides products, including but not limited to Defendant's Sign-Vue LED II product, to distributors, installers, or U.S.-based sales entities, knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

27. At least as of the date of the filing of this Complaint, Defendant, with knowledge that these products, or the use thereof, infringe one or more claims of the '410 Patent, including at least claim 15, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '410 Patent by supplying these products to end users for use in an infringing manner.

28. Defendant has induced and continues to induce infringement by others of one or more claims of the '410 Patent, including at least claim 15, including customers, installers, and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief

that there was a high probability that others, including end users, infringe the '410 Patent, while remaining willfully blind to the infringement.

29. Ultravision has suffered damages as a result of Defendant's direct and indirect infringement of the '410 Patent in an amount to be proved at trial.

30. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendant's infringement of the '410 Patent for which there is no adequate remedy at law unless Defendant's infringement is enjoined by this Court.

COUNT II
(Infringement of the '413 Patent)

31. Paragraphs 1 through 17 are incorporated by reference as if fully set forth herein.

32. Ultravision has not licensed or otherwise authorized Defendant to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '413 Patent.

33. Defendant has directly infringed and continues to directly infringe one or more claims of the '413 Patent, including at least claim 16, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '413 Patent. Such products include LED lighting, such as Defendant's HMAO LED III product.

34. Upon information and belief, Defendant's HMAO LED III product is an optics panel for use in a light emitting diode (LED) lighting assembly.

35. Upon information and belief, Defendant's HMAO LED III product comprises a plurality of LEDs directed toward the display surface.

36. Upon information and belief, Defendant's HMAO LED III product comprises a plurality of optical elements, each optical element disposed over only one associated LED and configured to direct light from that LED toward the display surface external to the optics panel, such that the light from each LED is directed across the entire display surface so that, for each LED, a ratio of the average illumination from that LED across the entire display surface to the minimum illumination from that LED at any point on the display surface is 3:1, and wherein areas beyond edges of the display surface receive minimal amount of illumination from that LED.

37. Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '413 Patent, including at least claim 16, by knowingly and intentionally inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that include infringing technology, including LED lighting, including Defendant's HMAO LED III product.

38. Defendant knowingly and intentionally induces infringement of one or more claims of the '413 Patent in violation of 35 U.S.C. § 271(b), including at least claim 16, by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to Defendant's HMAO LED III product.

39. Upon information and belief, with knowledge and intent, or with willful blindness, Defendant is encouraging and facilitating infringement of one or more claims of the '413 Patent by others, including at least claim 16. For example, upon information and belief, Defendant sells or otherwise provides products, including but not limited to Defendant's HMAO

LED III product, to distributors, installers, or U.S.-based sales entities, knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

40. At least as of the date of the filing of this Complaint, Defendant, with knowledge that these products, or the use thereof, infringe one or more claims of the '413 Patent, including at least claim 16, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '413 Patent by supplying these products to end users for use in an infringing manner.

41. Defendant has induced and continues to induce infringement by others of one or more claims of the '413 Patent, including at least claim 16, including customers, installers, and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '413 Patent, but while remaining willfully blind to the infringement.

42. Ultravision has suffered damages as a result of Defendant's direct and indirect infringement of the '413 Patent in an amount to be proved at trial.

43. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendant's infringement of the '413 Patent for which there is no adequate remedy at law unless Defendant's infringement is enjoined by this Court.

COUNT III
(Infringement of the '946 Patent)

44. Paragraphs 1 through 17 are incorporated by reference as if fully set forth herein.

45. Ultravision has not licensed or otherwise authorized Defendant to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '946 Patent.

46. Defendant has directly infringed and continues to directly infringe one or more claims of the '946 Patent, including at least claim 1, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '946 Patent. Such products include LED lighting, such as Defendant's Mongoose LED product.

47. Upon information and belief, Defendant's Mongoose LED product is a light assembly.

48. Upon information and belief, Defendant's Mongoose LED product comprises a thermally conductive support structure configured for outdoor use, wherein the support structure protects electronic components attached to the support structure from direct contact with rainwater, wherein the support structure comprises an attachment point for securing the support structure to a weatherproof mount designed for outdoor use.

49. Upon information and belief, Defendant's Mongoose LED product comprises a heat sink.

50. Upon information and belief, Defendant's Mongoose LED product comprises a substantially planar circuit board attached to the support structure.

51. Upon information and belief, Defendant's Mongoose LED product comprises a plurality of LEDs attached to the circuit board, wherein the LEDs are arranged in an array configuration.

52. Upon information and belief, Defendant's Mongoose LED product comprises a single transparent substrate overlying all LEDs attached to the circuit board, wherein the

transparent substrate includes a plurality of convex optical elements, each convex optical element overlying an associated one or more of the LEDs.

53. Upon information and belief, the light assembly of Defendant's Mongoose LED product is configured to direct light from the LEDs towards an area in a manner that does not create hot spots or result in dead spots on the area regardless of whether all of the LEDs of the plurality of LEDs or some of the LEDs of the plurality of LEDs are functional.

54. Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '946 Patent, including at least claim 1, by knowingly and intentionally inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that include infringing technology, including LED lighting, including Defendant's Mongoose LED.

55. Defendant knowingly and intentionally induces infringement of one or more claims of the '946 Patent in violation of 35 U.S.C. § 271(b), including at least claim 1, by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to Defendant's Mongoose LED.

56. Upon information and belief, with knowledge and intent, or with willful blindness, Defendant is encouraging and facilitating infringement of one or more claims of the '946 Patent by others, including at least claim 1. For example, upon information and belief, Defendant sells or otherwise provides products, including but not limited to Defendant's Mongoose LED, to distributors, installers, or U.S.-based sales entities, knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

57. At least as of the date of the filing of this Complaint, Defendant, with knowledge that these products, or the use thereof, infringe one or more claims of the '946 Patent, including at least claim 1, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '946 Patent by supplying these products to end users for use in an infringing manner.

58. Defendant has induced and continues to induce infringement by others of one or more claims of the '946 Patent, including at least claim 1, including customers, installers, and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '946 Patent, but while remaining willfully blind to the infringement.

59. Ultravision has suffered damages as a result of Defendant's direct and indirect infringement of the '946 Patent in an amount to be proved at trial.

60. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendant's infringement of the '946 Patent for which there is no adequate remedy at law unless Defendant's infringement is enjoined by this Court.

DEMAND FOR JURY TRIAL

Ultravision hereby demands a jury for all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Ultravision prays for relief against Defendant as follows:

- a. entry of judgment declaring that Defendant has directly and/or indirectly infringed one or more claims of each of the Patents-in-Suit;
- b. an order pursuant to 35 U.S.C. § 283 permanently enjoining Defendant, its officers, agents, servants, employees, attorneys, instrumentalities and those persons in privity, active concert or participation with it, from further acts of direct and/or indirect infringement of

the Patents-in-Suit including the manufacture, sale, offer for sale, importation and use of the infringing products;

c. a full accounting for and an award of damages to Ultravision for Defendant's infringement of the Patents-in-Suit, but in no event less than a reasonable royalty, including enhanced damages pursuant to 35 U.S.C. § 284, together with pre- and post-judgment interest;

d. entry of judgment declaring that this case is exceptional and awarding Ultravision its costs and reasonable attorney fees under 35 U.S.C. § 285; and

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

Dated: August 26, 2019

Respectfully submitted,

/s/

Samuel F. Baxter
Texas Bar No. 01938000
Email: sbaxter@mckoolsmith.com
Jennifer L. Truelove
Texas Bar No. 24012906
Email: jtruelove@mckoolsmith.com
MCKOOL SMITH, P.C.
104 E. Houston Street, Suite 300
Marshall, Texas 75670
Telephone: (903) 923-9000
Facsimile: (903) 923-9099

Alfred R. Fabricant
NY Bar No. 2219392
Email: afabricant@brownrudnick.com
Lawrence C. Drucker
NY Bar No. 2303089
Email: ldrucker@brownrudnick.com
Peter Lambrianakos
NY Bar No. 2894392
Email: plambrianakos@brownrudnick.com
Vincent J. Rubino, III
NY Bar No. 4557435
Email: vrubino@brownrudnick.com
Joseph M. Mercadante
NY Bar No. 4784930
Email: jmercadante@brownrudnick.com

Alessandra C. Messing
NY Bar No. 5040019
Email: amessing@brownrudnick.com
Timothy J. Rousseau
NY Bar No. 4698742
Email: troussseau@brownrudnick.com
John A. Rubino
NY Bar No. 5020797
Email: jrubino@brownrudnick.com
Daniel J. Shea
NY Bar No. 5430558
Email: dshea@brownrudnick.com
BROWN RUDNICK LLP
7 Times Square
New York, New York 10036
Telephone: (212) 209-4800
Facsimile: (212) 209-4801

Sarah G. Hartman
CA Bar No. 281751
Email: shartman@brownrudnick.com
BROWN RUDNICK LLP
2211 Michelson Drive, 7th Floor
Irvine, California 92612
Telephone: (949) 752-7100
Facsimile: (949) 252-1514

ATTORNEYS FOR PLAINTIFF
ULTRAVISION TECHNOLOGIES, LLC