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9 *Attorneys for Plaintiff Jiaxing*  
*Super Lighting Electric Appliance Co., Ltd.*  
10

11 **UNITED STATES DISTRICT COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**

13  
14 **JIAXING SUPER LIGHTING ELECTRIC**  
**APPLIANCE CO., LTD.,**

15 **Plaintiff,**

16 **v.**

17 **ARGO IMPORT EXPORT LTD.,**

18 **Defendant.**  
19

CASE NO. 3:20-CV-06174

**COMPLAINT FOR DECLARATORY  
JUDGMENT OF NON-INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Jiaxing Super Lighting Electric Appliance Co., Ltd. (“Super Lighting”) files this  
2 Complaint against Defendant Argo Import Export Co. Ltd. (“Argo”) seeking declaratory judgment of non-  
3 infringement as to U.S. Patent No. 10,677,397 (the “’397 patent”) and states as follows:

4 **NATURE OF THE ACTION**

5 1. This is an action arising under the patent laws of the United States, 35 U.S.C. §§ 1 *et seq.*,  
6 and the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, seeking a declaratory judgment of non-  
7 infringement of the ’397 patent and for such other relief as the Court deems just and proper.

8 **THE PARTIES**

9 2. Plaintiff Super Lighting is a corporation organized and existing under the laws of the  
10 People’s Republic of China with its principal place of business located at No. 1288 Jiachuang Rd., Xiuzhou  
11 Area, Jiaxing, Zhejiang, China.

12 3. Super Lighting is committed to the U.S. market and thus has set up Obert, Inc. (“Obert”),  
13 Super Lighting’s North American affiliate. Obert is a corporation organized under the laws of the State of  
14 California with its principal place of business at 1380 Charles Willard St., Carson, CA 90746. Obert  
15 operates a sales office, warehouse, and factory at that address in Carson, CA, serving customers in the U.S.  
16 market. Obert manufactures light emitting diode (“LED”) tube lamps. Obert is the exclusive U.S. licensee  
17 to manufacture and sell LED products embodying Super Lighting’s patented technology, including at least  
18 some of the Super Lighting Products (as defined below) accused of infringement by Argo.

19 4. On information and belief, Defendant Argo is a Michigan corporation having its principal  
20 place of business at 4366 Karen Lane, Bloomfield Hills, Michigan, 48302.

21 5. On information and belief, Argo is the assignee of the ’397 patent.

22 **JURISDICTION AND VENUE**

23 6. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331  
24 and 1338(a) because this action involves claims arising under the patent laws of the United States, 35  
25 U.S.C. §§ 1 *et seq.*, and under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202.

26 7. An actual and justiciable controversy exists between Super Lighting and Argo as to the non-  
27 infringement of the ’397 patent.

28 8. This Court has personal jurisdiction over Argo because it has directed and continues to

1 direct acts to this District, including acts pertaining to the '397 patent. Argo has, at least, purposefully  
2 directed its enforcement activities related to the '397 patent into the Northern District of California.

3 9. On information and belief, Argo has engaged in conduct against Super Lighting's customer,  
4 Green Creative, LLC ("Green Creative"), in efforts to enforce Argo's intellectual property through  
5 litigation, including at least one lawsuit filed by Argo in this District involving the same '397 patent at  
6 issue here. On information and belief, that suit for alleged infringement of the '397 patent against Green  
7 Creative was filed in this District because Green Creative has its principal place of business in this District.  
8 *See, e.g., Argo Import Export Co. Ltd. v. Green Creative, LLC*, N.D. Cal., Case No. 5:20-cv-04882-RS,  
9 Dkt. 1 at ¶ 5 (accused infringer's principal place of business is in San Bruno, CA, which is in this District).

10 10. Argo also has sent multiple correspondence to Obert in California over a period of more  
11 than 2.5 years to place Super Lighting on notice that Argo asserts that one or more Super Lighting products  
12 meet patent claims that Argo claims to own.

13 11. This Court has personal jurisdiction over Argo because Argo has purposefully availed itself  
14 of the benefits of California law and has more than sufficient minimum contacts with California, including  
15 those within this District, such that this declaratory judgment action meets the requirements of California's  
16 long-arm statute and the U.S. Constitution's due process clause.

17 12. Venue is proper in the Northern District of California pursuant to 28 U.S.C. § 1391 because  
18 Argo is subject to personal jurisdiction in this District.

19 13. Argo has consented to venue in this District because Argo admitted that this District is a  
20 proper venue for litigating the '397 patent in *Argo Import Export Co. Ltd. v. Green Creative, LLC*, N.D.  
21 Cal., Case No. 5:20-cv-04882-RS, Dkt. 1 at ¶¶ 8-12.

22 14. For these reasons and the reasons set forth below, a justiciable controversy exists between  
23 the parties which is of sufficient immediacy and reality to warrant declaratory relief.

24 **INTRADISTRICT ASSIGNMENT**

25 15. For purposes of intradistrict assignment under Civil Local Rules 3-2(c) and 3-5(b), this  
26 Intellectual Property Rights action will be assigned on a district-wide basis.

27 16. The related case, *Argo Import Export Co. Ltd. v. Green Creative, LLC*, N.D. Cal., Case No.  
28 5:20-cv-04882-RS, has been assigned to the Hon. Richard G. Seeborg in the San Francisco Division.

**THE ASSERTED PATENT**

17. The '397 patent is entitled "LED Lighting Tube Device and Method." It issued from USPTO Application No. 16/032,674 (the '674 application) and claims priority to USPTO Provisional Application No. 62/065,959 (the '959 application). The '397 patent issued on June 9, 2020.

18. The '397 patent contains 14 claims, including 3 independent claims.

19. Each claim of the '397 patent uses the phrase "consisting of."

20. The phrase "consisting of" is "a term of art in patent law with a distinct and well-established meaning." *Multilayer Stretch Cling Film Holdings, Inc. v. Berry Plastics Corp.*, 831 F.3d 1350, 1358 (Fed. Cir. 2016), *quoting AFG Indus., Inc. v. Cardinal IG Co., Inc.*, 239 F.3d 1239, 1245 (Fed. Cir. 2001). "Use of the transitional phrase 'consisting of' to set off a patent claim element creates a very strong presumption that that claim element is 'closed' and therefore 'exclude[s] any elements, steps, or ingredients not specified in the claim.'" *Id.*; *Norian Corp. v. Stryker Corp.*, 363 F.3d 1321, 1331 (Fed. Cir. 2004). ("Consisting of" is "a term of patent convention meaning that the claimed invention contains only what is expressly set forth in the claim.")

21. Thus, to infringe claim 1 of the '397 patent, an LED lighting tube device must have these features *and only these features*—a device with any additional features does not infringe:

- a. a substantially flat LED board having an LED array attached to an upper surface of said board and an opposite base surface of said LED board directly affixed by an adhesive layer,
- b. a non-insulating adhesive that extends an entire length of said LED assembly between said base surface of said LED board and an inner surface of said heat-dissipating tubular envelope for dissipating heat directly from the LED assembly to the heat-dissipating tubular envelope,
- c. wherein open ends of said heat-dissipating tubular envelope are closed by end caps,
- d. said LED board including a first end in electrical communication with a first electrical connector and a second end in electrical communication with a second electrical connector,
- e. wherein said first electrical connector and said second electrical connector are

1 connectable to an electrical receptacle of a light fixture through said end caps, and  
2 f. a protective film operatively attached to an exterior surface of said heat-dissipating  
3 tubular envelope.

4 22. Claims 12 and 14 are method claims that recite the same elements and are likewise  
5 “closed,” meaning that methods containing any additional steps cannot infringe.

6 **THE PARTIES’ DISPUTE CONCERNING THE ASSERTED PATENT**

7 23. Starting at least as early as January 2018, counsel for Argo has corresponded with Super  
8 Lighting concerning Argo’s patent portfolio, including (starting in January 2018) patents claiming priority  
9 to the same ’959 provisional application relied upon in the ’397 patent and (by May 2019) the ’674  
10 application (which became the ’397 patent) itself.

11 24. In response to each such inquiry, Super Lighting has carefully explained that all of its  
12 products include additional features and thus are outside the scope of Argo’s “closed” patent claims.

13 25. It is an easily verifiable fact that all of Super Lighting’s LED tube lighting devices include  
14 at least a power module.

15 26. A power module is not recited in any of the ’397 patent’s claims, and thus an LED tube  
16 lighting device with a power module cannot infringe the ’397 patent.

17 27. As recently as July 21, 2020, counsel for Argo assured Super Lighting that Argo is “not  
18 presently making an[y] accusations” of patent infringement against Super Lighting’s products.

19 28. Yet on that very same day, Argo filed a complaint against one of Super Lighting’s  
20 customers, Green Creative, asserting infringement of the ’397 patent. *Argo Import Export Co. Ltd. v.*  
21 *Green Creative, LLC*, N.D. Cal., Case No. 5:20-cv-04882-RS (July 21, 2020) (the “*Green*  
22 *Creative* complaint”).

23 29. Paragraphs 25 of the *Green Creative* complaint, citing “Image 3” and “Image 4,” appears  
24 to depict an exemplary product (11.5T8/4F/850/DEB/RC) accused of infringement that has been supplied  
25 to Green Creative by Super Lighting.

26 30. Paragraph 22 of the *Green Creative* complaint also identifies the Green Creative products  
27 that Argo accuses of infringement. These accused products include “T8 BYP Line – Dimmable,” “T5 BYP  
28 Line,” “T8 EXT Line,” and “T5 EXT Line,” with particular model numbers for these product lines listed

1 in Exhibit C to the *Green Creative* complaint.

2 31. Amongst those accused products are twenty-seven obviously non-infringing products  
3 supplied to Green Creative by Super Lighting (the “Super Lighting Products”):

- 4 • 8.5T8/2F/830/DEB/RC
- 5 • 8.5T8/2F/840/DEB/RC
- 6 • 10.5T8/4F/830/BYP
- 7 • 10.5T8/4F/835/BYP
- 8 • 10.5T8/4F/840/BYP
- 9 • 10.5T8/4F/850/BYP
- 10 • 14T8/4F/830/DEB
- 11 • 14T8/4F/835/DEB
- 12 • 14T8/4F/840/DEB
- 13 • 12T8/3F/830/DEB/R
- 14 • 12T8/3F/835/DEB/R
- 15 • 12T8/3F/840/DEB/R
- 16 • 11.5T8/4F/830/DEB/RC
- 17 • 11.5T8/4F/835/DEB/RC
- 18 • 11.5T8/4F/840/DEB/RC
- 19 • 11.5T8/4F/850/DEB/RC
- 20 • 14.5T8/4F/850/DEB/RC
- 21 • 17T8/4F/840/DEB
- 22 • 14.5T8/4F/840/DEB/RC
- 23 • 14T8/4F/850/DEB
- 24 • 14.5T8/4F/840/BYP
- 25 • 14.5T8/4F/850/BYP
- 26 • 17T8/4F/850/DEB
- 27 • 43T8/8F/840/DEB/Fa8
- 28 • 43T8/8F/850/DEB/Fa8
- 43T8/8F/840/DEB/R17d
- 43T8/8F/850/DEB/R17d

22 32. Each of the Super Lighting Products includes, at least, a power module that is easily  
23 apparent from a simple visual inspection of the products. Because they each include at least this additional  
24 item, they are not limited to “only what is expressly set forth in the claim[s],” *Norian Corp.*, 363 F.3d at  
25 1331, as required by the ’397 patent’s closed-form claim language, and hence cannot infringe.

26 33. So Super Lighting wrote to Argo, noting that “Super Lighting’s products do not infringe  
27 any of Argo’s patents, including without limitation its closed-form patents such as the ’397 patent asserted  
28 in the *Green Creative* case,” and asking “that Argo promptly dismiss those portions of the *Green Creative*

1 complaint that purport to accuse Super Lighting’s products of practicing the ’397 patent.”

2 34. On August 20, 2020, Argo responded by refusing to dismiss any portion of the *Green*  
3 *Creative* case. It wrote that Super Lighting was “conflating the concept of patent infringement and notice  
4 of patent infringement.” “Although Argo did not explicitly put Super Lighting on notice through any prior  
5 communications ... no representation by Argo related to infringement/non-infringement has ever been  
6 made” and the fact “that Argo is ‘not presently making any accusations,’ but that representation is not  
7 coextensive with a representation that Super Lighting does or does not infringe.”

8 35. Argo knows to a certainty that Super Lighting’s products do not infringe the ’397 patent. It  
9 has corresponded with Super Lighting for more than 2.5 years but (according to Argo) studiously avoided  
10 making any “representation ... related to infringement/non-infringement.” And yet it has sued Super  
11 Lighting’s customer while depicting one of the Super Lighting Products as the prime example of the  
12 accused products in the *Green Creative* complaint, and refuses to withdraw that accusation.

13 36. In short, Argo wishes to continue a campaign of intimidation and baseless patent  
14 infringement accusations against Super Lighting’s customers while refusing “to grasp the nettle and sue”  
15 Super Lighting itself. *Arrowhead Indus. Water Inc. v. Ecolochem, Inc.*, 846 F.2d 731, 735 (Fed. Cir. 1988).

16 37. This Court should not allow Argo to continue its campaign of intimidation and baseless  
17 patent infringement accusations, including the threat of a future lawsuit, such as the one Argo filed against  
18 Super Lighting’s customer Green Creative to harm and cause uncertainty to Super Lighting’s business.

19 **FIRST CLAIM FOR RELIEF**

20 **(Declaratory Judgment of Non-Infringement of the ’397 Patent)**

21 38. Super Lighting incorporates paragraphs 1-37 by reference.

22 39. Super Lighting has not infringed and does not infringe any claim of the ’397 patent directly  
23 or indirectly, either literally or under the doctrine of equivalents.

24 40. The Super Lighting Products do not infringe the ’397 patent, yet they have been accused of  
25 infringement in this District.

26 41. There is an actual controversy, within the meaning of 28 U.S.C. §§ 2201 and 2202, between  
27 Super Lighting and Argo concerning the non-infringement of the ’397 patent.

28 42. Super Lighting is therefore entitled to a declaratory judgment that it has not infringed

1 the '397 patent, directly or indirectly, either literally or under the doctrine of equivalents.

2 43. A judicial declaration is necessary and appropriate so that Super Lighting may ascertain its  
3 rights regarding the claims of the '397 patent.

4 **SECOND CLAIM FOR RELIEF**

5 **(Fees and Costs – 35 U.S.C. § 285)**

6 44. Super Lighting incorporates paragraphs 1-43 by reference.

7 45. Argo has been writing to Super Lighting for more than 2.5 years, insinuating but not outright  
8 stating that Super Lighting's products infringe one or more Argo patents.

9 46. As early as January 24, 2018, Super Lighting informed counsel for Argo that Super  
10 Lighting's products did not infringe because of the "use of the closed transitional phrase 'consisting of' in  
11 the claims," which means that the scope of Argo's patents "is limited to what is recited in the body of the  
12 claim and excludes any element (or step) not specified in the claim."

13 47. On March 13, 2018, after Argo threatened ominously "to take an alternative path that we  
14 are trying to avoid," Super Lighting again explained that Argo's patents are not infringed because they  
15 "adopt[] the rarely-used closed transitional phrase 'consisting of' in the claims instead of the more  
16 commonly used 'comprising' language."

17 48. Argo then went silent for a year, before a different lawyer of Argo reached out to Super  
18 Lighting to announce that "[w]e are moving forward with a litigation campaign." On March 14, 2019,  
19 Super Lighting responded that "I would request that you provide us a detailed analysis (by way of claim  
20 charts) as to each claim of each Argo patent that you believe [Super Lighting] is 'potentially' practicing."

21 49. On May 12, 2019, Argo "follow[ed] up one last time before proceeding with litigation."

22 50. Super Lighting responded on May 23, 2019. It reminded Argo yet again that its patents  
23 "use the term 'consisting of,' and so each claim is understood as a closed claim. According to the patent  
24 and case laws, a closed claim is infringed if each and every element in the claim is present in the alleged  
25 infringer's product and no other element. In other words, if the product includes other structures, there is  
26 no infringement."

27 51. Super Lighting explained further that "[w]e have called these points to your attention in  
28 previous correspondence ... but to date Argo has not addressed them" and that "we believe your claim is



1 without foundation.”

2 52. Super Lighting closed by reminding Argo “that FRCP Rule 11 provides that a district court  
3 may impose monetary sanctions in the form of attorneys’ fees and may sanction attorneys or parties who  
4 submit pleadings for an improper purpose or that contain frivolous arguments or arguments that have no  
5 evidentiary support.”

6 53. Another year passed, and then yet a different Argo lawyer sent yet another letter to Super  
7 Lighting, announcing the issuance of additional patents.

8 54. Super Lighting responded on April 29, 2020, that “we had previously brought to your  
9 attention the use of the closed transitional claim term ‘consisting of’ in the claims” of Argo’s existing  
10 patents “as well as two newly allowed applications. But this issue was not addressed and so we are still  
11 waiting to hear back from you on this.”

12 55. Argo did not explain why Super Lighting’s products could possibly infringe Argo’s patents,  
13 because those products simply do not infringe. Instead, its counsel wrote that “we want to make our  
14 position absolutely clear.” “We are not at this time in any way threatening” Super Lighting.

15 56. Super Lighting responded on May 5, 2020, clarifying yet again that *none of* its products  
16 infringe Argo’s patents. “The independent claims of Argo’s recently allowed applications all use the  
17 ‘closed’ transitional phrase ‘consisting of.’ We assume Argo intended to make the claims closed, for  
18 otherwise, Argo would not have used the ‘consisting of’ language. According to patent and case laws, a  
19 closed claim is infringed if each and every element in the claim is present in the alleged infringer’s product  
20 and no other element. In other words, if the product includes other structures, there is no infringement.”

21 57. To put a finer point on it, Super Lighting explained to Argo’s counsel, “[a]s a patent  
22 professional, you understand the use of ‘consisting of’ in patent law is interpreted to mean ‘having only  
23 the following elements’ limiting the preamble to exactly what follows and nothing more.” “By way of a  
24 simple example, let’s say we have a patent claim for a light tube. We might say in the preamble ‘An LED  
25 lighting tube,’ followed by the closed transition ‘consisting of,’ and concluding with a description such as  
26 ‘a tubular envelope, an LED assembly, an adhesive layer, end caps, electrical connectors, and a film.’ A  
27 third party who sold light tubes including a tubular envelope, an LED assembly, an adhesive layer, end  
28 caps, electrical connectors, and a film, but added to their light tubes whatever additional structure they

1 desired, would therefore NOT infringe the patent. So, in this case use of such a transition makes it easy  
2 for the third party competitor to compete with the patented light tube without infringing it because it allows  
3 the third party to sell a similar device so long as they added whatever additional structure to what is  
4 claimed” (emphasis in original).

5 58. On July 21, 2020, counsel for Argo assured Super Lighting yet that Argo is “not presently  
6 making an[y] accusations” of patent infringement against Super Lighting products.

7 59. *That same day*, Argo sued Super Lighting’s customer, Green Creative, for infringing the  
8 ’397 patent—and included specific allegations of infringement against the Super Lighting Products,  
9 specifically depicting an apparent Super Lighting product in the *Green Creative* complaint as a prime  
10 example of the accused products.

11 60. On information and belief, as to at least the accused Super Lighting Products, Argo  
12 undertook no pre-filing analysis whatsoever. The fact that each of the Super Lighting Products includes a  
13 power module not included in the claims of the ’397 patent would have been obvious to anyone of  
14 reasonable skill who inspected the products.

15 61. And because Super Lighting had repeatedly emphasized—*for more than 2.5 years*—the  
16 existence of additional features as a clear basis for non-infringement of the closed-form claims such as  
17 those in the ’397 patent (“use of such a transition makes it easy for the third party competitor to compete  
18 with the patented light tube without infringing it because it allows the third party to sell a similar device so  
19 long as they added whatever additional structure to what is claimed”), the failure of Argo to inspect the  
20 Super Lighting Products before filing suit cannot be explained by inadvertence or excusable neglect.

21 62. For example, and without limitation, each and every one of the Super Lighting Products  
22 contains a power module. They cannot infringe any claim of the ’397 patent because all of the ’397 patent’s  
23 claims have the “closed form” language, as Super Lighting has repeatedly and painstakingly explained to  
24 Argo’s counsel, and hence exclude any additional elements or features.

25 63. The existence of these additional features is apparent from a visual inspection of Super  
26 Lighting’s products and could not be missed upon any pre-filing inspection suitable to satisfy a patentee’s  
27 obligations under Rule 11 and 35 U.S.C. § 285 (“Section 285”). *ThermoLife International LLC v. GNC*  
28 *Corp.*, 922 F.3d 1347, 1361 (Fed. Cir. 2019) (affirming fee award where review of defendants’ publicly

1 available labels would have confirmed non-infringement and simple tests would have resolved  
2 any ambiguity).

3 64. On information and belief, Argo knew full well that the Super Lighting Products do not  
4 infringe the '397 patent. It has known Super Lighting's products do not infringe from the moment the '397  
5 patent issued--and before.

6 65. Argo sued anyway. But instead of suing Super Lighting, it sued one of Super Lighting's  
7 customers—a company that has no vested interest in defending Super Lighting's rights and was not privy  
8 to the years of correspondence explaining why the Super Lighting products do not infringe Argo's close-  
9 form patents, such as the '397 patent.

10 66. And even upon notice, Argo has refused to withdraw its baseless infringement claims.

11 67. Failing to conduct a proper pre-filing investigation where such an investigation is easy to  
12 perform renders a case “exceptional.” *View Eng'g, Inc. v. Robotic Vision Sys., Inc.*, 208 F.3d 981 (Fed.  
13 Cir. 2000). Therefore, under Section 285, the Court should award fees and costs to a party accused of  
14 infringement if the patentee knew or should have known that the infringement allegation was baseless.

15 68. Argo did not undertake a pre-filing investigation of the Super Lighting products accused of  
16 infringement in the *Green Creative* case, and refused to withdraw its claims even after being notified of  
17 clear non-infringement by the Super Lighting Products.

18 69. Continuing to pursue an infringement claim once the patentee knows that the claim is  
19 objectively baseless is a separate basis to find a case “exceptional.” *Brooks Furniture Mfg., Inc. v. Dutaile*  
20 *Int'l, Inc.*, 393 F.3d 1378, 1381 (Fed. Cir. 2005). Yet Argo has refused to dismiss any portion of the Green  
21 Creative case despite actual knowledge that the Super Lighting products do not infringe. This, too, justifies  
22 an award of fees and costs under Section 285.

23 70. Under Section 285, the Court should award fees and costs to Super Lighting.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Super Lighting respectfully requests the following relief:

26 A. That the Court enter a judgment declaring that Super Lighting has not infringed and does  
27 not infringe any claim of the '397 patent, directly or indirectly, either literally or under the doctrine  
28 of equivalents;

1 B. That the Court enter a judgment that this is an exceptional case under 35 U.S.C. § 285 and  
2 award to Super Lighting its costs, expenses, and reasonable attorneys' fees incurred in this action;

3 C. That the Court award Super Lighting any and all other relief to which Super Lighting may  
4 show itself to be entitled; and

5 D. That the Court award Super Lighting any other relief it may deem just and proper under  
6 the circumstances.

7 **DEMAND FOR JURY TRIAL**

8 Pursuant to Fed. R. Civ. P. 38(b) and Civil Local Rule 3-6, Super Lighting demands a trial by jury  
9 on all issues and claims so triable.

10  
11 DATED: September 1, 2020

**GREENBERG TRAURIG, LLP**

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