

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

LIGHT TRANSFORMATION  
TECHNOLOGIES LLC

v.

ALLIANCE ELECTRONICS CORPORATION  
d/b/a KHATOD USA;  
FRAEN S.R.L.;  
KHATOD OPTOELECTRONIC S.R.L.;  
LEDIL OY; AND  
POLYMER OPTICS LIMITED

Civil Action No. 2:09-cv-00357-TJW

JURY TRIAL DEMANDED

**FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Pursuant to Rule 15(a)(1)(B), Plaintiff Light Transformation Technologies LLC respectfully submits this First Amended Complaint for Patent Infringement against Alliance Electronics Corporation d/b/a Khatod USA; Fraen S.r.l.; Khatod Optoelectronic S.r.l.; Ledil Oy and Polymer Optics Limited (collectively "Defendants").

**PARTIES**

1. Light Transformation Technologies LLC ("LTT" or "Plaintiff") is a Texas limited liability company with a place of business at 6136 Frisco Square Blvd., 4th Floor, Frisco, TX. 75034.

2. On information and belief, Alliance Electronics Corporation d/b/a Khatod USA ("Khatod USA") is a Delaware corporation with a place of business at 1033 Lenape Rd., West Chester, Pennsylvania 19382. Khatod USA may be served via its president Gerd Wiedmer at 1033 Lenape Rd. West Chester, Pennsylvania 19382.

3. On information and belief, Fraen S.r.l. (“Fraen”) is a Società a Responsabilità Limitata, or Private Limited Company, organized and existing under the laws of Italy with its principal place of business at Marco Angelini, Via Stelvio, 12, Settimo M. (MI) Italy. Fraen may be served with process pursuant to the Hague Convention on Service Abroad by mailing duplicate copies of the summons and complaint to the Central Authority designated for receiving service: L'Ufficio unico degli ufficiali giudiziari presso la corte d'appello di Roma, Viale Giulio Cesare, 52, 00192 Roma, Italy.

4. On information and belief, Khatod Optoelectronic S.r.l. (“Khatod”) is a Società a Responsabilità Limitata, or Private Limited Company, organized and existing under the laws of Italy with its principal place of business at Viamonfalcone, 41 – 20092 Cinisello Balsamo (Milan), Italy. Khatod may be served with process pursuant to the Hague Convention on Service Abroad by mailing duplicate copies of the summons and complaint to the Central Authority designated for receiving service: L'Ufficio unico degli ufficiali giudiziari presso la corte d'appello di Roma, Viale Giulio Cesare, 52, 00192 Roma, Italy.

5. On information and belief, Ledil Oy (“Ledil”) is Osakeyhtiö, or Limited Company organized and existing under the laws of Finland with its principal place of business at Tehdaskatu 13, 24100 Salo, Finland. Ledil may be served with process pursuant to the Hague Convention on Service Abroad by mailing duplicate copies of the summons and complaint to the Central Authority designated for receiving service: Ministry of Justice, P.O. Box 25, FIN-00023 Government, Finland.

6. On information and belief, Polymer Optics Limited (“Polymer”) is a private company limited by shares organized and existing under the laws of the United Kingdom with its principal place of business at 6, Kiln Ride, Wokingham, Berkshire, RG40 3JL England. Polymer

may be served with process pursuant to the Hague Convention on Service Abroad by mailing duplicate copies of the summons and complaint to the Central Authority designated for receiving service: The Senior Master, The Foreign Process Department, Royal Courts of Justice, Strand, London WC2A 2LL England.

### **JURISDICTION AND VENUE**

7. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a). On information and belief, Defendants are subject to this Court's specific and general personal jurisdiction, pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial business in this forum, including at least a portion of the infringements alleged herein. On information and belief, within this district Defendants, directly and/or through intermediaries, have advertised (including through websites), offered to sell, sold and/or distributed infringing products, and/or have induced the sale and use of infringing products. Further, on information and belief, Defendants are subject to the Court's general jurisdiction, including from regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Texas.

8. Venue is proper in this district under 28 U.S.C. §§ 1391(b), 1391(c), 1391(d) and 1400(b). On information and belief, from and within this Judicial District each Defendant has committed at least a portion of the infringements at issue in this case. Without limitation, within this district Defendants directly and/or through intermediaries, have advertised (including through websites), offered to sell, sold and/or distributed infringing products, and/or have induced the sale and use of infringing products.

**COUNT I**  
**INFRINGEMENT OF U.S. PATENT NO. 6,543,911**

9. LTT is the exclusive licensee under United States Patent No. 6,543,911 (“the ‘911 Patent’”) entitled “Highly Efficient Luminaire Having Optical Transformer Providing Precalculated Angular Intensity Distribution and Method Therefore.” The ‘911 Patent was duly and legally issued on April 8, 2003.

10. As exclusive licensee, LTT holds all substantial rights in and to the ‘911 Patent, including, without limitation, the exclusive right and license to make, have made, use, import, offer to sell, and sell products or services covered by the ‘911 Patent, the exclusive right to grant sublicenses, to sue for and collect past, present and future damages, and the exclusive right to seek and obtain injunctive relief or any other relief for infringement of the ‘911 Patent.

11. On information and belief, Defendant Khatod has been and now is directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the ‘911 Patent in the State of Texas, in this judicial district, and elsewhere in the United States by actions comprising making, using, selling, offering for sale, and/or importing into the United States lenses for use with various manufacturers’ light emitting diodes (“LEDs”), including, without limitation, the model KEPL116906, KEPL116906\_NCH, PLN19306, PL59706, PLN506306, KEPL119606, KEPL1196/01, KEPL1196/02, KESQ19706, KEPL115406, PL119806, PL119906\_LDX, PL26606, PL25606, KEPL19706, KEPL19706\_k2, KEPL118306, PL26806, KEPL2206, PL02706, PL30606, KEPL30306, PL30306, KESQ19906, KEPL19906, PL19906, PL27106, PL27006, KESQ116906, PL124306, PL124406, PL24506, PL267A06, PL257A06, KEPL19806, KEPL19806P9, PL19806, PL26906, PL02806, PL30706, PL123206, PL123106, PLVG125606, PLVG126606, PL123006, PLVG126806, PL123506, PLE114506, PLE119806, PLE119906, PL06706, PL05706, PL06806 and/or PL09706 single

lens devices; model PL114306\_NCH, PL60006NCH1, PL35006RV, PL35006NK, PL35006TL, PL114306, PL60006, PL60006IL, PL60406, PL35A06RV, PL3506RV, PL35306NK, PL114306, PL35106NK, PL60106, PL123706, PLVG135006NK and/or PLE114306 triple lens devices; and/or the model PL50006NCH1, PL50706, PL50006, PL50106 and/or PL123806 quad lens devices. Khatod is thus liable for infringement of the '911 Patent pursuant to 35 U.S.C. §271.

12. On information and belief, Defendant Khatod USA has been and now is directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '911 Patent in the State of Texas, in this judicial district, and elsewhere in the United States by actions comprising using, selling, offering for sale, and importing into the United States lenses for use with various manufacturers' LEDs, including, without limitation, the infringing products referenced in the preceding paragraph. Khatod USA is thus liable for infringement of the '911 Patent pursuant to 35 U.S.C. § 271.

13. On information and belief, Fraen has been and now is directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '911 Patent in the State of Texas, in this judicial district, and elsewhere in the United States by actions comprising making, using, selling, offering for sale, and importing into the United States lenses for use with various manufacturers' LEDs, including, without limitation, the FBL Series Lens, FC Series Lenses, FC3 Series Tri-Lens for Cree XLamp 7090 XR and XR-E LEDs, FCG Lens Series for Cree XLamp 7090 XR and XR-E LEDs, FCT3 Series Tri-Lens for Cree XLamp 7090 XR and XR-E LEDs, FDG Series Lenses for Osram Golden Dragon LEDs, FHS Asymmetric Series Lenses, FHS Series Lenses, FHS Series Lenses for Luxeon I, III and V STAR and Emitter, FHS Series Lenses for Luxeon K2 LED, FLP Flat-top Series Lenses for Luxeon K2 LEDs, FNP Lens Series for Nichia NS6x083T LEDs, FS3 Series Lenses for Seoul

Semiconductor Z-Power P3 LEDs, FSG Lens Series for Seoul Semiconductor Z-Power P4 LEDs, FSG Series Lenses for Seoul Semiconductor Z- Power P3 LEDs, FSP Series Lenses for Seoul Semiconductor Z- Power P4 LEDs, and/or FT3 Series Tri-Lenses model optics. Fraen is thus liable for infringement of the '911 Patent pursuant to 35 U.S.C. § 271.

14. On information and belief, Defendant Ledil has been and now is directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '911 Patent in the State of Texas, in this judicial district, and elsewhere in the United States by actions comprising making, using, selling, offering for sale, and importing into the United States lenses designed for use with various manufacturers' LEDs, including, without limitation, the Ledil Oy LC-1-RS, LD-1-RS, LE-1-RS, LO-1-RS, LR-1-RS, LZ-1-RS, CRS-RS, NIS083-RS, OSS-RS, K2S-RS, CXP-RS, RES-RS, LN2-RS, LXP-RS, NIS036-RS and/or Iris model lenses. Defendant Ledil is thus liable for infringement of the '911 Patent pursuant to 35 U.S.C. § 271.

15. On information and belief, Defendant Polymer has been and now is directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '911 Patent in the State of Texas, in this judicial district, and elsewhere in the United States by actions comprising making, using, selling, offering for sale, and importing into the United States secondary optics designed for use with various manufacturers' LEDs, including, without limitation, the Polymer part nos. 120, 122, 129 and 170 model optics. Defendant Polymer is thus liable for infringement of the '911 Patent pursuant to 35 U.S.C. § 271.

16. Upon information and belief, Defendants have, at all relevant times, been aware of the '911 Patent, and their infringement has been willful and objectively reckless, justifying the

award of treble damages under 35 U.S.C. § 284, and making this an exceptional case which entitles LTT to an award of attorneys fees under 35 U.S.C. § 285.

**COUNT II**  
**INFRINGEMENT OF U.S. PATENT NO. 7,744,246**

17. LTT is the exclusive licensee under United States Patent No. 7,744,246 (“the ‘246 Patent”) entitled “Portable Luminaire.” The ‘246 Patent was duly and legally issued on June 29, 2010.

18. As exclusive licensee, LTT holds all substantial rights in and to the ‘246 Patent, including, without limitation, the exclusive right and license to make, have made, use, import, offer to sell, and sell products or services covered by the ‘246 Patent, the exclusive right to grant sublicenses, to sue for and collect past, present and future damages, and the exclusive right to seek and obtain injunctive relief or any other relief for infringement of the ‘246 Patent.

19. On information and belief, Defendant Polymer has been and now is indirectly infringing by way of inducing infringement and/or contributing to the infringement of the ‘246 Patent in the State of Texas, in this judicial district, and elsewhere in the United States by actions comprising making, using, selling, offering for sale, and importing into the United States certain secondary optics designed for use with various manufacturers’ LEDs in infringing LED light fixtures, such infringing secondary optics including, without limitation, the Polymer Part No. 210 Optic. Defendant Polymer is thus liable for infringement of the ‘246 Patent pursuant to 35 U.S.C. § 271.

20. Upon information and belief, Polymer has, at all relevant times, been aware of the ‘246 Patent, and its infringement has been willful and objectively reckless, justifying the award of treble damages under 35 U.S.C. § 284, and making this an exceptional case which entitles LTT to an award of attorneys fees under 35 U.S.C. § 285.

**ADDITIONAL ALLEGATIONS**

21. As a result of Defendants' infringing conduct, Defendants have damaged LTT. Defendants are liable to LTT in an amount that adequately compensates LTT for their infringement, which, by law, can be no less than a reasonable royalty.

22. As a consequence of Defendants' infringement, LTT has been irreparably damaged and such damage will continue without the issuance of an injunction from this Court.

23. On information and belief, any marking requirements of 35 U.S.C. § 287 have been satisfied.

**PRAYER FOR RELIEF**

WHEREFORE, LTT respectfully requests that this Court enter:

1. A judgment in favor of LTT that Defendants have infringed, directly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '911 Patent;
2. A judgment finding that such infringement by Defendants was willful, including because at all relevant times Defendants have been aware of the '911 Patent, and their infringement has been willful and objectively reckless;
3. A permanent injunction enjoining Defendants, and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '911 Patent;
4. A judgment and order requiring Defendants to pay LTT its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '911 Patent as provided under 35 U.S.C. § 284;



5. A judgment in favor of LTT that Polymer has infringed, jointly and/or indirectly, by way of inducing and/or contributing to the infringement of the '246 Patent;

6. A judgment finding that such infringement by Polymer was willful, including because at all relevant times Polymer have been aware of the '246 Patent, and its infringement has been willful and objectively reckless;

7. A permanent injunction enjoining Polymer, and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '246 Patent;

8. A judgment and order requiring Polymer to pay LTT its damages, costs, expenses, and prejudgment and post-judgment interest for its infringement of the '246 Patent as provided under 35 U.S.C. § 284;

9. An award to LTT for enhanced damages as provided under 35 U.S.C. § 284;

10. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to LTT its reasonable attorneys' fees; and

11. Any and all other relief to which LTT may show itself to be entitled.

**DEMAND FOR JURY TRIAL**

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

July 1, 2010

Respectfully submitted,

LIGHT TRANSFORMATION TECHNOLOGIES LLC

By: /s/ Henry Pogorzelski

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ATTORNEYS FOR PLAINTIFF  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on July 1, 2010. Defendants who have not yet appeared will be served by certified mail, return receipt requested to their designated agents for service of process, or otherwise in accordance with FRCP 4.

/s/ Henry Pogorzelski  
Henry Pogorzelski