

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA**

SIGNIFY HOLDING B.V.

Plaintiff,

v.

KEYSTONE TECHNOLOGIES, LLC,

Defendant.

C.A. No. 1:24-cv-02401-LMM

JURY TRIAL DEMANDED

**DEFENDANT KEYSTONE TECHNOLOGIES LLC'S MOTION TO
DISMISS FOR IMPROPER VENUE AND/OR TRANSFER**

TABLE OF CONTENTS

	Page
I. STATEMENT OF FACTS	1
II. LEGAL STANDARD	4
III. ARGUMENT.....	4
A. Venue is Improper in the Northern District of Georgia	4
1. A single work-from-home employee in Georgia is insufficient to establish venue.....	6
2. Third-party Grainger’s facility is not a place “of the defendant.”	8
3. Third-party Bishop’s facility is not a place “of the defendant.”	10
B. Venue is Proper in the Eastern District of Pennsylvania	13
IV. CONCLUSION.....	17

TABLE OF AUTHORITIES

Federal Cases

4WEB, Inc. v. NuVasive, Inc., 2024 WL 1932416 (E.D. Tex. May 2, 2024)11

Andra Group, LP v. Victoria’s Secret Stores, L.L.C., 6 F.4th 1283 (Fed. Cir. 2021).....9

Celgene Corp. v. Mylan Pharm. Inc., 17 F.4th 1111 (Fed. Cir. 2021)..... 6-8

In re Cray, 871 F.3d 1355 (Fed. Cir. 2017)..... *Passim*

CUPP Cybersecurity LLC v. Symantec Corp., 2019 WL 1070869 (N.D. Tex. Jan. 16, 2019) 14

In re Genentech, Inc., 566 F.3d 1338 (Fed. Cir. 2009) 15

In re Google LLC, 949 F.3d 1338 (Fed. Cir. 2020).....9

Inhale, Inc. v. Gravitron, LLC, 2018 WL 5880192 (C.D. Cal. Sept. 5, 2018)5

JBS Hair, Inc. v. Beauty Essence, Inc., 2022 WL 657503 (N.D. Ga. Mar. 4, 2022)..... 11, 13

Maxchief Investments Ltd. v. Plastic Dev. Group, LLC, 2017 WL 3479504 (E.D. Tenn. Aug. 14, 2017)5

Ramsey v. Fox News Network, LLC, 323 F. Supp. 2d 1352 (N.D. Ga. 2004)16

SRAM, LLC v. Fox Factory, Inc., 2024 WL 3325539 (N.D. Ga. Mar. 6, 2024) 15

TC Heartland LLC v. Kraft Foods Group Brands LLC, 581 U.S. 258 (2017).....4, 13

Valeant Pharm. N. Am. LLC v. Mylan Pharm. Inc., 978 F.3d 1374 (Fed. Cir. 2020).....4

In re Volkswagen Grp. of Am., Inc., 28 F.4th 1203 (Fed. Cir. 2022)9, 12

Wells Fargo Bank v. Crowley, 2014 WL 11370437 (N.D. Ga. Feb. 20, 2014) 16-17

Wireless Protocol Innovations, Inc. v. TCT Mobile (US) Inc., 2023 WL 4626659 (E.D. Tex. July 19, 2023)9, 12

In re ZTE (USA) Inc., 890 F.3d 1008 (Fed. Cir. 2018).....4, 9

Federal Statutes

28 U.S.C. § 1391 13

28 U.S.C. § 1400 13

28 U.S.C. § 1400(b) *Passim*

28 U.S.C. § 1404(a) 14

28 U.S.C. § 1406 1, 14, 17

Rules

Fed. R. Civ. P. 12(b)(3)..... 1

Non-Periodical Publications

<https://bishop-brogdon.com/wp-content/uploads/2023/11/BBLC10-1-23.pdf> 3, 11

<https://www.abc27.com/digital-originals/why-is-pennsylvania-called-the-keystone-state/> 1-2

<https://www.grainger.com/content/>..... 3

[https://www.grainger.com/product/ ADVANCE-Sign-Ballast-4-Bulbs-Supported-35XR88](https://www.grainger.com/product/ADVANCE-Sign-Ballast-4-Bulbs-Supported-35XR88) 3

<https://www.keystonetech.com/blog/the-philadelphia-inquirer-names-keystone-technologies-philadelphias-top-workplaces-2023> 2

<https://www.keystonetech.com/join-the-team> 2

<https://www.keystonetech.com/our-story> 2

<https://www.signify.com/en-us/our-company/about-us> 16

Pursuant to Fed. R. Civ. P. 12(b)(3) and 28 U.S.C. §§ 1400(b) and 1406, defendant Keystone Technologies LLC (Keystone”) respectfully requests the Court dismiss the instant action for improper venue and/or transfer venue to the Eastern District of Pennsylvania. Keystone is a Pennsylvania company. All of the relevant executive, engineering, marketing, and sales staff, and their documents, reside in the Eastern District of Pennsylvania. None are here. Critically, Keystone has no “regular and established place of business” in Georgia. Venue does not lie here per 28 U.S.C. § 1400(b). The case should be dismissed or, at the very least transferred to the Eastern District of Pennsylvania, where venue lies.

I. STATEMENT OF FACTS

Founded in Philadelphia in 1945 and named for its home state – Pennsylvania, the “Keystone State”¹ – Keystone is a Pennsylvania LLC headquartered in Pennsylvania and run out of its Pennsylvania office. Indeed, the CEO, the CFO, and every senior VP – reside in and operate from Pennsylvania. All central records are stored and/or administered in Pennsylvania. Nearly all of its engineering staff are located in Pennsylvania, where the vast majority of product design occurs, and where the relevant design records reside. Decl. of Ira Greenberg

¹ See pa.gov (official website of the State of Pennsylvania, home page) (“Plan a trip to the Keystone State”); <https://www.abc27.com/digital-originals/why-is-pennsylvania-called-the-keystone-state/>

in Supt. Of Def. Keystone’s Mot. To Dismiss (“Greenberg Decl.”) ¶ 4. Keystone’s corporate logo contains a keystone shape, like the one used by Pennsylvania state officials.² Keystone is, in every meaningful sense, a Pennsylvania company.³

Keystone leases and operate just two satellite locations, distribution centers in Kansas City and Phoenix. Greenberg Decl. ¶ 5.⁴

Keystone has no physical presence in Georgia. Instead, Keystone sells and delivers products in Georgia by contracting with third-party distributors and sales representatives, specifically Grainger Industrial Supply (“Grainger”) and Bishop & Brogdon (“Bishop”). *Id.* ¶ 10.

Both Grainger and Bishop are independent of Keystone. Grainger is a global distributor serving more than 5,000 suppliers, including countless other lighting companies (among them, plaintiff Signify). *See*

<https://www.grainger.com/content/mc/supplier-overview>;

² Compare <https://www.keystonetech.com/our-story> (showing the Keystone Lighting logo) with <https://www.abc27.com/digital-originals/why-is-pennsylvania-called-the-keystone-state/> (showing a similar shape on the sleeves of a Pennsylvania State Trooper).

³ Keystone is well regarded in its home state, repeatedly named one of “Philadelphia’s Top Workplaces.” *See* <https://www.keystonetech.com/blog/the-philadelphia-inquirer-names-keystone-technologies-philadelphias-top-workplaces-2023>

⁴ Keystone’s website lists just three “Owned and Operated Locations:” it’s Headquarters in Lansdale as well as a “Kansas City Distribution Center” and a “Phoenix Distribution Center.” *See* <https://www.keystonetech.com/join-the-team>.

[https://www.grainger.com/product/ ADVANCE-Sign-Ballast-4-Bulbs-Supported-35XR88](https://www.grainger.com/product/ADVANCE-Sign-Ballast-4-Bulbs-Supported-35XR88).

Bishop, too, is an independent distributor. Bishop acts as a “fulfillment center” for Keystone, providing stocking and sales services in the Florida Panhandle, Georgia and Alabama. Greenberg Decl. ¶ 13. *See generally* Exhibit B (Sales Representation Agreement).⁵ As with Grainger, Bishop does not exclusively serve Keystone and indeed distributes lighting products for Keystone competitors. *See e.g.*, <https://bishop-brogdon.com/wp-content/uploads/2023/11/BBLC10-1-23.pdf> (showing sales of NICOR Lighting products). Keystone does not hold out Bishop as its agent, Greenberg Decl. ¶ 15, nor does Bishop represent itself in the market as being part of Keystone.

Keystone’s only other connection to Georgia comes in the form of a single remote employee who lives in the state. Greenberg Decl. ¶ 8. She works as a sales support representative from home (by her choice, not company policy) and keeps no company records or products at her home. *Id.* ¶¶ 7-8.⁶

⁵ All exhibits are attachments to the Greenberg Decl.

⁶ Only three other remote employees have lived in Georgia. Like the current employee, none had their homes paid for by Keystone, none were required to live in the state, none were required to keep any product in their homes, or had any other staff working out of their homes. Greenberg Decl. ¶¶ 7-8. The work performed by each of these employees was unrelated to their presence in the state. *Id.* ¶ 8.

II. LEGAL STANDARD

Unlike venue in non-patent cases, the “sole and exclusive provision controlling venue in patent infringement cases” is 28 U.S.C. § 1400(b). *TC Heartland LLC v. Kraft Foods Group Brands LLC*, 581 U.S. 258, 266 (2017) (quoting *Fourco Glass Co. v. Transmirra Prods. Corp.*, 353 U.S. 222, 229 (1957)). Section 1400(b) states that venue is proper in the judicial district (1) “where the defendant resides” or (2) “where the defendant has committed acts of infringement and has a regular and established place of business.” 28 U.S.C. § 1400(b). Upon motion by a defendant, the plaintiff bears the burden of proving that venue is proper. *In re ZTE (USA) Inc.*, 890 F.3d 1008, 1015 (Fed. Cir. 2018).⁷ Further, unlike venue in most non-patent cases, courts have advised that “[t]he requirement of venue is specific and unambiguous; it is *not* one of those vague principles which, in the interests of some overriding policy, is to be given a liberal construction.” *In re Cray*, 871 F.3d 1355, 1361 (Fed. Cir. 2017) (emphasis added; internal quotations and citations omitted).

III. ARGUMENT

A. Venue is Improper in the Northern District of Georgia

⁷ As this is an issue unique to patent law, Federal Circuit precedent governs. *Valeant Pharm. N. Am. LLC v. Mylan Pharm. Inc.*, 978 F.3d 1374, 1381 (Fed. Cir. 2020).

Venue is improper in the Northern District of Georgia. For starters, Keystone does not “reside” in the District. Under § 1400(b), a limited liability company such as Keystone “resides” in its principal place of business. *Maxchief Investments Ltd. v. Plastic Dev. Group, LLC*, 2017 WL 3479504, at *2 (E.D. Tenn. Aug. 14, 2017) (“Unincorporated associations, such as limited liability companies, are generally treated like corporations for purposes of venue, whereby the “residence” is the association's principle place of business”); *Inhale, Inc. v. Gravitron, LLC*, 2018 WL 5880192, at *3 (C.D. Cal. Sept. 5, 2018) (applying the holding of *Maxchief Investments*) Keystone’s principal place of business is in Pennsylvania, not Georgia.

Nor does Keystone maintain a “regular and established place of business” in the Northern District of Georgia. 28 U.S.C. § 1400(b).⁸ For a defendant to have a “regular and established place of business” in a district “(1) there must be a physical place in the district; (2) it must be a regular and established place of business; and (3) it must be the place of the defendant.” *In re Cray*, 871 F.3d at 1360. That is, only *a place of the defendant*—not that of an unrelated entity—can confer venue. *Id.* at 1363. When considering the third requirement, that the

⁸ Keystone denies all allegations of infringement, whether in the Northern District of Georgia or not. However, for the purposes of this Motion, Keystone does not address whether acts of infringement were committed in the district.

physical place be “of the defendant,” courts have discussed relevant factors such as:

“(1) ‘whether the defendant owns or leases the place, or exercises other attributes of possession or control over the place’; (2) ‘whether the defendant conditioned employment on’ ‘an employee's continued residence in the district’ or ‘the storing of materials at a place in the district so that they can be distributed or sold from that place’; (3) ‘a defendant's representations’ about that place, including advertisements; and (4) ‘the nature and activity of the alleged place of business of the defendant in the district in comparison with that of other places of business of the defendant in other venues.’”

Celgene Corp. v. Mylan Pharm. Inc., 17 F.4th 1111, 1122 (Fed. Cir. 2021) (quoting *In re Cray*, 871 F.3d at 1360).

As set forth above, Keystone does not – itself – maintain a regular and established place of business in the District. There is no place “of [Keystone’s].” *In re Cray*, 871 F.3d at 1360. Keystone neither owns, leases, nor operates a brick-and-mortar facility in Georgia.

Signify nonetheless claims the physical-place requirement may be met by one of the following: 1) the employee working in Atlanta as a “Territory Manager”; 2) third-party distributor Grainger’s sale of Keystone products; and 3) the “fulfillment center” located in Atlanta, and owned and operated by Bishop. Amended Complaint (Dkt. 9) at ¶¶ 7-9. For the reasons set forth below, none of these locations meets the standard required under § 1400(b).

- 1. A single work-from-home employee in Georgia is insufficient to establish venue.**

Keystone has employed only four individuals who worked remotely and chose to live in Georgia in recent years, and today employs only one: a sales support representative. Greenberg Decl. ¶ 8. Her work is not tied to any particular geographic region but instead to a particular industry (energy service companies or “ESCOs”). *Id.* ¶ 8. Keystone currently does not employ a territory manager who lives in Georgia.⁹

Signify’s factual errors aside, Keystone’s sole work-from-home employee in Georgia does not establish venue. “It is not enough ‘that there exists within the district a physical location where an employee of the defendant carries on certain work for his employer.’” *Celgene Corp. v. Mylan Pharm. Inc.*, 17 F.4th 1111, 1123 (Fed. Cir. 2021). “[I]f an employee can move his or her home out of the district at his or her own instigation, without the approval of the defendant, that would cut against the employee’s home being considered a place of business of the defendant.” *In re Cray*, 871 F.3d at 1363 (small number of in-District work-from-home employees did not give rise to venue). Here, Keystone places no restrictions

⁹ As evidence of a remote employee whose work is tied to the Northern District of Georgia, Signify points to a job opening for a “Distributor Territory Manager” responsible for, among other states, Georgia. Keystone did hire a territory manager responsible for Georgia but that person chose to live in Alabama. Greenberg Decl. ¶ 9. While Keystone did have a territory manager who voluntarily worked remotely from Georgia, she left the company August 2022 and she was not responsible for the Georgia region. *Id.*

on remote employees moving out of the Northern District of Georgia. Greenberg Decl. ¶ 6. Her work is not tied to Georgia; she lives here by happenstance, voluntarily.

Celgene Corp. is on point. There, the plaintiff pointed to a handful of employees' homes in the district to establish venue. 17 F.4th at 1123. The employees lived in the district but evidence showed that the defendant did not require them to live in the district or to store materials in their homes. *Id.* Nor did it pay for their homes or for support staff to work at their homes. *Id.* In view of the evidence, the court found that the plaintiff had failed to show that these homes were places "of the defendant." *Id.* at 1124. *See also In re Cray*, 871 F.3d at 1365 (employee's home was not a "regular and established place of business" and could not establish venue where the employee was free to live everywhere, the defendant did not pay for the home, and no company materials were stored in the home).

Here, in this case, Keystone does not pay for or lease the homes for the employee, does not require the employee to keep any product in her home, and does not hire any other staff to work out of her home. Greenberg Decl. ¶ 7. The employee's house is, quite simply, hers. It is not Keystone's.

2. Third-party Grainger's facility is not a place "of the defendant."

Nor does third-party Grainger establish venue. Grainger is a third-party distributor. "Case precedent is consistent in holding that the place of business of a

distributor, without more, cannot establish venue for its supplier under § 1400(b).” *Wireless Protocol Innovations, Inc. v. TCT Mobile (US) Inc.*, 2023 WL 4626659, at *11 (E.D. Tex. July 19, 2023). Where two companies “have maintained corporate separateness, the place of business of one corporation is not imputed to the other for venue purposes.” *Andra Group, LP v. Victoria's Secret Stores, L.L.C.*, 6 F.4th 1283, 1289 (Fed. Cir. 2021). “The mere presence of a contractual relationship” is not enough. *ZTE*, 890 F.3d at 1015. Instead, whether another corporation’s business location can be considered a place “of the defendant” boils down to three issues: (1) whether the other business is an agent of the defendant; (2) whether the other business conducts the defendant’s business and (3) whether defendant has ratified the other business as a defendant’s place of business. *In re Volkswagen Grp. of Am., Inc.*, 28 F.4th 1203, 1208 (Fed. Cir. 2022). Courts have particularly focused on the difference “between contractual provisions potentially evidencing interim control (step-by-step directions for maintenance and installation) and those that merely provide constraints on how a service is provided” *Id.* at 1209; *see also In re Google LLC*, 949 F.3d 1338, 1345-46 (Fed. Cir. 2020) (“The power to give interim instructions distinguishes principals in agency relationships from those who contract to receive services provided by persons who are not agents”) (quoting Restatement (Third) of Agency § 1.01 cmt. f(1)).

Here, nothing in the supplier agreement gives Keystone additional control beyond a typical distribution relationship. Greenberg Decl. ¶ 11; *see generally* Exhibit A (Supplier Agreement). Thus, Grainger’s stores cannot establish venue for Keystone.

3. Third-party Bishop’s facility is not a place “of the defendant.”

Next, Signify points to an Atlanta “fulfillment center” as evidence of place of business operated by Keystone in the district. Amended Complaint (Dkt. 9) ¶ 8. As mentioned above, this “fulfillment center” is actually owned and operated by a third party, Bishop. Greenberg Decl. ¶ 13 While Keystone shorthands this location on its website as its Atlanta fulfillment center, “the mere fact that a defendant has advertised that it has a place of business or has even set up an office is not sufficient; the defendant must actually engage in business from that location.” *Cray*, 871 F.3d at 1363.

Here, Keystone does not engage in business from Bishop’s facility and thus Bishop’s facility cannot establish venue for Keystone. As an initial matter, Keystone neither owns, leases, nor controls Bishop’s facility. Greenberg Decl. ¶ 13. Keystone does not hire the employees who operate the facility. *Id.* ¶ 14. It does not even cover the cost of the work performed at the facility. *Id.* ¶ 13; Exhibit B at

2. Bishop is free to, and does, distribute other companies' products that compete with Keystone's.¹⁰

Nor would Keystone's title to *product* sitting in the Bishop warehouse turn that warehouse into a Keystone *building*. “[A] business may use another, independent business to store its products, manage its inventory, or even fulfill its customer's orders without any ownership or control over the warehouse location.” *JBS Hair, Inc. v. Beauty Essence, Inc.*, 2022 WL 657503, at *2 (N.D. Ga. Mar. 4, 2022) (dismissing patent claims for lack of venue). *See also 4WEB, Inc. v. NuVasive, Inc.*, 2024 WL 1932416, at *2 (E.D. Tex. May 2, 2024) (rejecting venue predicated on defendant's control of product within an in-venue hospital, reasoning by analogy that “venue is appropriate as to a vendor at a flea market not because he controls his *inventory* at the flea market, but because he controls his *table*, as a “place” of the vendor at the flea market.”) (emphasis in original). Merely owning product held and sold by a third-party “fulfillment center” is insufficient to establish venue.

¹⁰ While the agreement between Keystone and Bishop does restrict the sale of “ballasts” for other companies, such a minor restriction does not, in theory or practice, prevent Bishop from selling products for competing lighting companies. Exhibit B at 1 (“Agency may not represent or sell ballasts from any manufacturer except Keystone Technologies.”). Indeed, as mentioned, Bishop provides stocking and sales services for NICOR Lighting. *See* <https://bishop-brogdon.com/wp-content/uploads/2023/11/BBLC10-1-23.pdf> (showing sales of NICOR Lighting products).

Nor do the miscellaneous quality-control provisions in the Bishop agreement render the Bishop facility Keystone's. Keystone does not have any control over Bishop's employees nor over its work with other customers. Greenberg Decl. ¶ 14. The few restrictions on Bishop's work from the sales agreement with Keystone include adhering to minimum sales prices, refraining from sales to Original Equipment Manufacturers, sending monthly inventory reports, "maintaining upstanding relationship with customers," and "working in concert with Keystone Technologies sales team." Exhibit B at 1. Beyond the sales agreement, Keystone also provides a "Routing Guide." Greenberg Decl. ¶ 18. The guide is an excel document which instructs Bishop on which carrier to use for shipping depending on where the product is sent. *See generally* Exhibit C (KST Atlanta Stocking Agent Routing Guide).

Other courts have found adherence to similar requirements insufficient to establish venue. *See, e.g., Wireless Protocol*, 2023 WL 4626659, at *12 (contractual right to inspect product at third-party facility did not render the third-party facility "of the defendant"); *In re Volkswagen Group of Am., Inc.*, 28 F.4th at 1211-12 (manufacturer's contractual provisions with their dealers, which required employing certain positions, maintaining minimum inventory, using specific tools, complying with standards on logos, and attending training sessions did not establish venue). Keystone does not exert interim control over the day-to-day sales

process. Instead, Bishop handles the particulars of the sales process while adhering to Keystone's predefined quality control requirements. Greenberg Decl. ¶ 16. This is insufficient, as a matter of law, to establish venue in a patent case.

The remainder of Signify's allegations are easily dispatched. Signify alleges that venue lies here because (1) Keystone "conducts regular business" in the District, and (2) Keystone has designated an address for service here. Amended Complaint (Dkt. 9) ¶ 11 (*citing* 28 U.S.C. § 1391 in addition to § 1400). As to the first point, Signify's recitation of § 1391 is extraneous. Section 1400, alone, governs. *TC Heartland LLC*, 581 U.S. at 266. As to the second point, appointment of an agent "has no bearing on whether [Defendant] maintains a physical place in th[is] district upon which venue could be predicated." *JBS Hair, Inc. v. Beauty Essence, Inc.*, 2022 WL 657503, at *2 (N.D. Ga. Mar. 4, 2022) (quoting *NetSoc, LLC v. Chegg Inc.*, 2019 WL 4857340, at *3 (S.D.N.Y. Oct. 2, 2019)).

In sum, Keystone itself does not have a regular and established place of business in the Northern District of Georgia. Venue is improper.

B. Venue is Proper in the Eastern District of Pennsylvania

Upon a finding of improper venue, a court must either dismiss the case or "if it be in the interest of justice, transfer such case to any district or division in which

it could have been brought.” 28 U.S.C. § 1406. If the court chooses to transfer the case, the case should be transferred to the Eastern District of Pennsylvania.

Venue would certainly lie there. Under § 1400(b), venue is proper “where a defendant resides” and an unincorporated defendant “resides” in the district of its principal place of business. 28 U.S.C. § 1400(b); Section III.A, *supra*; Greenberg Decl. ¶ 2 (Pennsylvania).

It is not clear what (if any) other venue Signify would suggest, but none would be more appropriate than the Eastern District of Pennsylvania. When considering proposed options for transferring venue under 28 U.S.C. § 1406, courts have looked to the 1404(a) *forum non convenience* factors. *CUPP Cybersecurity LLC v. Symantec Corp.*, 2019 WL 1070869, at *6 (N.D. Tex. Jan. 16, 2019) (“Because venue is proper in both districts, the Court will consider the § 1404(a) *forum non conveniens* factors to determine the more convenient forum.”). As this Court has noted before, these factors include:

(1) the convenience of the witnesses; (2) the location of relevant documents and the relative ease of access to sources of proof; (3) the convenience of the parties; (4) the locus of operative facts; (5) the availability of process to compel the attendance of unwilling witnesses; (6) the relative means of the parties; (7) a forum's familiarity with the governing law; (8) the weight accorded a plaintiff's choice of forum; and (9) trial efficiency and the interests of justice, based on the totality of the circumstances.”

SRAM, LLC v. Fox Factory, Inc., 2024 WL 3325539, at *2 (N.D. Ga. Mar. 6, 2024) (quoting *JBS Hair, Inc. v. Beauty Elements, Corp.*, 2022 WL 1658415, at *1 (N.D. Ga. May 25, 2022)).

Factors concerning “the location of relevant documents and the relative ease of access to sources of proof” and “the locus of operative facts” weigh strongly in favor of the Eastern District of Pennsylvania. The Federal Circuit has advised that “[i]n patent infringement cases, the bulk of relevant evidence usually comes from the accused infringer.” *In re Genentech, Inc.*, 566 F.3d 1338, 1345 (Fed. Cir. 2009) (internal citations and quotations omitted). Here the alleged infringer is Keystone and Keystone’s records, designs, prototypes and staff are primarily located at its headquarters in the Eastern District of Pennsylvania. Greenberg Decl. ¶ 4. The relevant proof and locus of operative fact are thus in the Eastern District of Pennsylvania.

As for the convenience of the parties, Keystone does not have a substantial physical presence in any other venue. Signify is a Dutch company with its head office in Eindhoven, The Netherlands. Amended Complaint (Dkt. 9) ¶ 2.

The convenience of witnesses also weighs in favor of the Eastern District of Pennsylvania. All but one of Keystone’s product design team work out of the Pennsylvania headquarters. *Id.* at ¶ 4. Keystone’s chief executive officer, its chief data officer, its chief commercial officer, its chief financial officer, and its chief

operations officer are in Pennsylvania. *Id.* ¶ 3. This court has advised that the focus of this factor “should be on the convenience of ‘key witnesses.’” *Ramsey v. Fox News Network, LLC*, 323 F. Supp. 2d 1352, 1356 (N.D. Ga. 2004). Typically, “[t]he key witnesses are those which have information regarding the liability of Defendant.” *Id.* at 1357. As the majority of Keystone’s engineering and sales staff work at its Pennsylvania headquarters, witnesses who would have information regarding Keystone’s alleged liability would most likely reside in the Eastern District of Pennsylvania. Greenberg Decl. ¶ 4.

The relative means of the parties also weighs in favor of Keystone’s choice of forum. Signify is a global company with sales totaling 6.9 billion euros and approximately 37,000 employees in over 70 countries.¹¹ Keystone, while growing, boasts a more modest approximately 262 employees who are primarily located in its Pennsylvania headquarters. Greenberg Decl. ¶ 2.

Finally, Courts consider trial efficiency and the interests of justice, based on the totality of the circumstances.¹² This court has described this final factor as “largely a catch-all” which is often addressed by the other factors. *Wells Fargo Bank v. Crowley*, 2014 WL 11370437, at *4 (N.D. Ga. Feb. 20, 2014).

¹¹ <https://www.signify.com/en-us/our-company/about-us>.

¹² It is assumed that any other forum will have similar familiarity with patent law as the Eastern District of Pennsylvania and therefore this factor is neutral.

“Considerations under this factor include accessibility to evidence, availability of witnesses, the cost of obtaining witnesses, the possibility of a jury view, and all other practical problems that make trial of a case easy, expeditious, and inexpensive.” *Id.* (cleaned up). For the same reasons detailed above in discussing the other factors, the majority of evidence and key witnesses are in the Eastern District of Pennsylvania.

Accordingly, if the Court chooses to transfer the case under 28 U.S.C. § 1406, it should transfer the case to the Eastern District of Pennsylvania.

IV. CONCLUSION

For the foregoing reasons, Keystone respectfully requests the court grant its Motion and dismiss the instant action for improper venue and/or transfer venue to the Eastern District of Pennsylvania

Dated: August 12, 2024

Respectfully submitted,

KEYSTONE TECHNOLOGIES, LLC

/s/ Alice E. Snedeker

Alice E. Snedeker (GBN 151066)

aesnedeker@duanemorris.com

DUANE MORRIS LLP

1075 Peachtree Street, N.E., Suite 1700

Atlanta, Georgia 30309-3929

Telephone: (404) 253-6900

Facsimile: (404) 253-6901

Timothy R. Shannon (*pro hac vice* forthcoming)

trshannon@duanemorris.com

Seth S. Coburn (*pro hac vice* forthcoming)

sscoburn@duanemorris.com
DUANE MORRIS LLP
100 High Street, Suite 2400
Boston, MA 02110
Telephone: (857) 488-4200

Richard Hughes (*pro hac vice* forthcoming)
rhughes@duanemorris.com
DUANE MORRIS LLP
30 South 17th Street
Philadelphia, PA 19103
Telephone: (215) 979-1000

CERTIFICATES OF COMPLIANCE AND SERVICE

Pursuant to L.R. 7.1(D), the undersigned counsel certifies that the foregoing motion has been prepared in Times New Roman, 14 point, one of the four fonts and points approved by the Court in L.R. 5.1(C). I hereby certify that on August 12, 2024, I caused the foregoing to be electronically filed with the Clerk of the Court. I understand that the Court will provide electronic notification of and access to such filing to the counsel of record in this matter who are registered on CM/ECF.

/s/ Alice E. Snedeker
Alice E. Snedeker