

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

SIGNIFY HOLDING B.V.

Plaintiff,

v.

ATOMI, INC.,

Defendant.

C.A. No. \_\_\_\_\_

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Signify Holding B.V. (“Signify”) for its Complaint against Atomi, Inc. (“Atomi”), alleges as follows:

**NATURE OF THE ACTION**

1. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 1 *et seq.* including 35 U.S.C. § 271, which gives rise to the remedies specified under 35 U.S.C. §§ 281 and 283-285.

**THE PARTIES**

2. Plaintiff Signify Holding B.V. (formerly known as Philips Lighting Holding B.V.) is a corporation organized and existing under the laws of the Netherlands with its registered office at High Tech Campus 48, 5656 AE Eindhoven, The Netherlands.

3. On information and belief, Atomi is a corporation organized and existing under the laws of New York with its principal place of business at 10 W 33rd Street, Suite 520, New York, NY 10001.

**JURISDICTION AND VENUE**

4. This Court has subject-matter jurisdiction over this patent infringement action pursuant to 28 U.S.C. §§ 1331 and 1338 and because this action arises under the patent laws of the United States, 35 U.S.C. § 271, *et seq.*

5. This Court has personal jurisdiction over Atomi in this action because Atomi is organized under the laws of the State of New York and has its principal place of business in this District. Further, Atomi has committed acts within this District giving rise to this action, and Atomi has established minimum contacts with this forum such that the exercise of jurisdiction over Atomi would not offend traditional notions of fair play and substantial justice. Atomi, directly and through subsidiaries or intermediaries, has conducted business and committed and continues to commit acts of infringement in this District by, among other things, making, using, importing, offering to sell, and selling products and providing services that infringe the Asserted Patents, and/or has induced acts of patent infringement by others in this judicial district, the State of New York, and elsewhere in the United States. Personal jurisdiction by this Court over Atomi is appropriate at least under a specific jurisdiction and/or stream of commerce theory. Upon information and belief, Atomi imports LED products, including the infringing products in this case, through several ports of entry throughout the United States. Atomi intends for its LED products to be sold throughout the United States, including New York.

6. In addition, Atomi delivers LED products, including the products accused of infringement in this case, into the stream of commerce with the expectation that they will be purchased by customers in New York. Atomi intends to and actually does serve the New York market, directly and indirectly, with its LED products.

7. Venue is proper in this judicial district pursuant to at least 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1400(b). On information and belief, Atomi is a corporation organized and existing under the laws of New York and therefore resides in this District. Further, Atomi has a regular and established place of business in this District, including at 10 W 33rd Street, Room 520, New York, NY 10001, and has committed acts of infringement in this District, as explained herein.

### **THE PATENTS-IN-SUIT**

8. Signify (previously known as Philips Lighting) is a global market leader in solid state and connected lighting with unparalleled expertise in the development, manufacturing, and application of innovative LED lighting solutions.

9. Signify is known the world over for being at the forefront of lighting innovation. Signify and its inventors have won many awards for their lighting work, including the famed L-Prize and the IPO inventor of the year. Signify has used its cutting-edge technology to bring world class LED light installations at iconic American landmarks, such as the San Francisco Bay Bridge, the Ben Franklin Bridge, and the Empire State building.



10. In addition to offering its state-of-the-art lighting products to consumers, Signify also funds the Signify Foundation, a non-profit organization dedicated to enabling access to the benefits of sustainable lighting solutions for underserved communities. Since its founding in 2017, the Signify Foundation has impacted nearly 10 million people in 19 countries, bringing lighting solutions designed to facilitate access to fundamental services, to increase security, and provide livelihood opportunities to those in need.



11. As a world leader in connected lighting, Signify’s installed base of connected light points increased to 124 million by the end of 2023. For example, Signify’s smart lighting consumer products—including the Philips Hue and Wiz brands—provide users with convenient, easy, and customizable lighting that can be managed through apps, connected switches, set and customizable schedules, and smart home assistants (including through voice).

12. In 2012, Signify launched Philips Hue, the world’s leading smart home lighting system. Over the years, the ecosystem of Hue products has grown to include connected bulbs, luminaires, light strips, accessories, starter kits, and home security devices. *See, e.g.,* <https://www.philips-hue.com/en-us>.

13. To protect its intellectual property resulting from its significant investments, Signify has obtained numerous patents directed to various LED inventions and technologies. For example, Signify's LED-related patents include U.S. Patent Nos. 7,358,961; 8,378,591; 8,896,414; 9,184,497; RE49,320; 7,802,902; 9,188,318; and 9,674,907 (collectively, the "Patents-in-Suit").

14. U.S. Patent No. 7,358,961 (the "'961 Patent"), titled "User Interface for Controlling Light Emitting Diodes," was duly and legally issued by the United States Patent and Trademark Office on April 15, 2008. The '961 Patent improves upon existing LED light sources, including the control of spectral output. At the time of the '961 Patent's invention, conventional LED light sources adjusted intensity levels of spectral output by increasing or decreasing the number of LEDs receiving the specified amount of direct current. One disadvantage of these conventional light systems was the inaccuracy of spectral output. To overcome that disadvantage, the '961 Patent is directed to a unique combination of regulating the time average flow of current to achieve a desired spectral output and a touch screen interface for facilitating user control of the spectral output that improves the degree of accuracy of spectral output when compared to conventional light systems. Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the '961 Patent, a copy of which is attached as Exhibit 1.

15. U.S. Patent No. 8,378,591 (the "'591 Patent"), titled "Light Output Device," was duly and legally issued by the United States Patent and Trademark Office on February 19, 2013. The '591 Patent relates to LED light sources. A significant issue with LED string lights is controlling the on/off state and output level of individual lights in the string, while still enabling the string to be reduced in length. The '591 Patent is directed to a new and improved light output device designed to overcome this problem in a manner not previously known in the art. Signify

Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the '591 Patent, a copy of which is attached as Exhibit 2.

16. U.S. Patent No. 8,896,414 (the "'414 Patent"), titled "Updating Scenes in Remote Controllers of a Home Control System," was duly and legally issued by the United States Patent and Trademark Office on November 25, 2014. The '414 Patent relates to synchronizing settings in a home control system such as settings for lighting scenes in a lighting system with a plurality of lighting units. As described in the '414 Patent, the "basic idea of the invention is to synchronize settings such as lighting scene settings in a home control system with a network of devices such as light units and multiple control devices for controlling the network devices." *See* '414 Patent at Abst. Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the '414 Patent, a copy of which is attached as Exhibit 3.

17. U.S. Patent No. 9,184,497 (the "'497 Patent"), titled "Lighting Device with Built-in RF Antenna," was duly and legally issued by the United States Patent and Trademark Office on November 10, 2015. The '497 Patent generally relates to a lighting device having a built-in radio frequency antenna. The lighting device may include a heat sink comprising a metal with an electrical resistivity being less than  $0.01 \Omega\text{m}$ , a radio frequency communication circuit, and an antenna. *See* '497 Patent at Abst. Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the '497 Patent, a copy of which is attached as Exhibit 4.

18. U.S. Patent No. RE49,320 (the "'320 Patent"), titled "Lighting Device with Built-in RF Antenna," was duly and legally issued by the United States Patent and Trademark Office on November 29, 2022. The '320 Patent generally relates to a lighting device having a built-in radio frequency antenna. The lighting device may include a heat sink comprising a metal with an

electrical resistivity being less than 0.01  $\Omega$ m, a radio frequency communication circuit, and an antenna. *See* '320 Patent at Abst. Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the '320 Patent, a copy of which is attached as Exhibit 5.

19. U.S. Patent No. 7,802,902 (the "'902 Patent"), titled "LED Lighting Fixture," was duly and legally issued by the United States Patent and Trademark Office on September 28, 2010. The '902 Patent generally relates to a lighting fixture that mechanically encloses an LED module having at least one LED, an LED driver, and a thermal management system. *See* '902 Patent at Abst. Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the '902 Patent, a copy of which is attached as Exhibit 6.

20. U.S. Patent No. 9,188,318 (the "'318 Patent"), titled "Light-emitting Diode Wave Guide Down Light Retrofit Fixtures," was duly and legally issued by the United States Patent and Trademark Office on November 17, 2015. The '318 Patent generally relates to a system for mounting an LED wave guide down light retrofit fixture. The system can include a mounting plate, a fastening device that mechanically couples the mounting plate to a base of an existing fixture, and a trim assembly. Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the '318 Patent, a copy of which is attached as Exhibit 7.

21. U.S. Patent No. 9,674,907 (the "'907 Patent"), titled "Input Surge Protection Circuit and Method for a Non-Isolated Buck-Boost LED Driver," was duly and legally issued by the United States Patent and Trademark Office on June 6, 2017. The '907 Patent generally relates to an LED driver with input surge absorbing capacity. *See* '907 Patent at Abst. The driver may

include a surge protection circuit branch coupled across the first and second lines and between the capacitor and the PFC circuit. *Id.* Signify Holding B.V., formerly known as Philips Lighting Holding B.V., is the assignee and owner of all right, title, and interest in the '907 Patent, a copy of which is attached as Exhibit 8.

### **FACTUAL BACKGROUND**

22. On information and belief, Atomi is in the business of offering for sale, selling, and distributing lighting products, including light products based on LED technology.

23. Signify and Atomi are competitors in the market for LED lighting products, including smart lighting. Atomi makes products that are not only similar to Signify products (including products sold under its Hue and Wiz brands), but are even sold through the same retail channels, such as Home Depo, Lowes, and Amazon, in direct competition with products from Signify. On information and belief, Atomi makes, uses, offers to sell, sells, and/or imports each of the accused products described below.

24. On information and belief, Atomi makes, uses, offers to sell, sells, and/or imports the Smart Color Bulb, AT1250-Smart Bulb-Color (hereinafter "Smart Color Bulb"), infringing the '961 Patent, '497 Patent, and '320 Patent. The Smart Color Bulb is mapped to the claims of the '961 Patent, '497 Patent, and '320 Patent later in this complaint.

25. Atomi's Smart Color Bulb, which is substantially similar to and competes with Signify's Smart Wi-Fi Color Changing Smart Light Bulb, is shown below.



**Atomi**



**Signify**



26. On information and belief, Atomi makes, uses, offers to sell, sells, and/or imports the Smart WiFi Color String Lights (hereinafter “Smart Color String Light”), infringing the ’591 Patent. The Smart Color String Lights are mapped to the claims of the ’591 Patents later in this complaint. An image of a Smart Color String Light is provided below.



27. On information and belief, Atomi makes, uses, offers to sell, sells, and/or imports the Atomi Smart Bridge, including model AT1556, (hereinafter “Smart Bridge”), infringing the ’414 Patent. The Smart Brdge is mapped to the claims of the ’414 Patent later in this complaint.

28. Atomi’s Smart Bridge, which is substantially similar to and competes with Signify’s Hue Bridge, is shown below.

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**Atomi**



**Signify**



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29. On information and belief, Atomi makes, uses, offers to sell, sells, and/or imports Smart WiFi LED Floodlights (hereinafter “Smart WiFi LED Floodlights”), infringing the ’907 Patent. Smart WiFi LED Floodlights are mapped to the claims of the ’907 Patent later in this complaint.

30. Atomi’s Smart WiFi LED Floodlights, which are substantially similar to and compete with Signify’s Discover Outdoor Floodlight, are shown below.

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**Atomi**

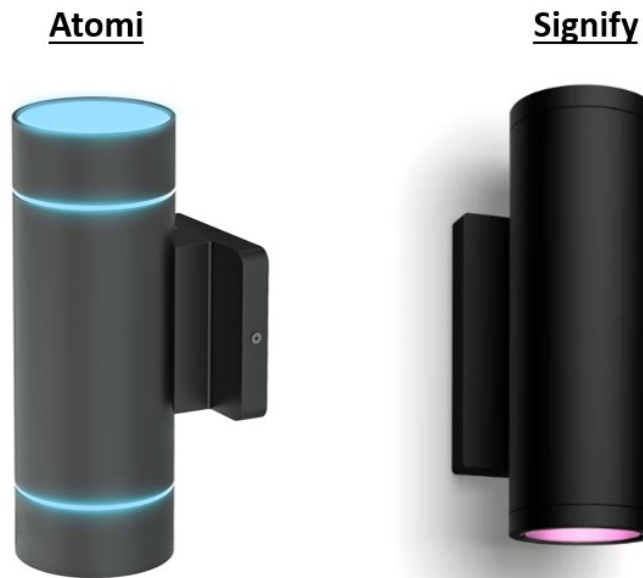


**Signify**



31. On information and belief, Atomi makes, uses, offers to sell, sells, and/or imports the Smart WiFi LED Wall Sconce Lights, including model AT043022, (hereinafter “Smart Wall Lights”), infringing the ’902 Patent. The Smart Wall Lights are mapped to the claims of the ’902 Patent later in this complaint.

32. Atomi’s Smart WiFi LED Wall Sconce Lights, which are substantially similar to and compete with Signify’s Appear Outdoor Wall Light, are shown below.

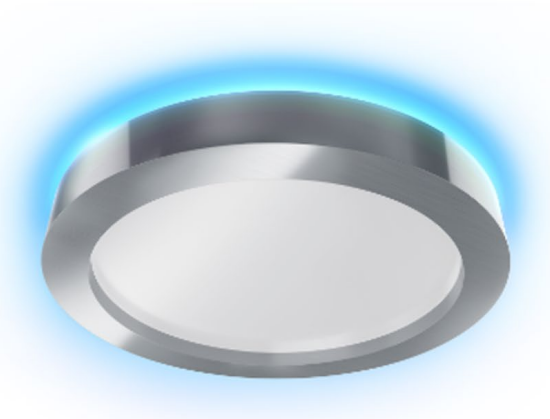


33. On information and belief, Atomi makes, uses, offers to sell, sells, and/or imports the Smart WiFi LED Ceiling Lights, including model AT1515, (hereinafter “Smart Ceiling Lights”), infringing the ’318 Patent. The Smart Ceiling Lights are mapped to the claims of the ’318 Patent later in this complaint.

34. Atomi’s Smart WiFi LED Ceiling Lights, which are substantially similar to and compete with Signify’s Cooper Lighting Solutions Halo SMD downlight, are shown below.

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**Atomi**



**Signify**



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35. At least as early as July 15, 2021, Atomi received actual notice that certain of its products infringe the '961 Patent, and the '318 Patent.

36. At least as early as August 15, 2022, Atomi received actual notice that certain of its products infringe the '591 Patent.

37. At least as early as December 16, 2022, Atomi received actual notice that certain of its products infringe the '497 Patent, the '414 Patent, and the '902 Patent.

38. At least as early as May 1, 2024, Atomi received actual notice that certain of its products infringe the '320 Patent.

39. At least as early as October 25, 2024, Atomi received actual notice that certain of its products infringe the '907 Patent.

40. After receiving actual notice of its infringement from Signify, Atomi continued its infringing activities despite being aware of Signify's notice of infringement and the risk that it is infringing Signify's patents. Accordingly, Atomi's ongoing infringement has been and continues to be willful.

**GENERAL ALLEGATIONS**

41. Atomi has directly and indirectly infringed and continues to directly and indirectly infringe each of the Patents-in-Suit by engaging in acts constituting infringement under 35 U.S.C. § 271(a), (b), and/or (c), including but not necessarily limited to one or more of making, using, selling, offering to sell, and importing into the United States, and inducing and contributing to infringement by others, in this District and elsewhere in the United States, the products identified below.

42. Atomi's acts of infringement have caused damage to Signify. Signify is entitled to recover from Atomi the damages sustained by Signify as a result of Atomi's wrongful acts in an amount to be awarded at trial.

43. Atomi's infringement of the Patents-in-Suit has been and continues to be willful. Atomi has been aware of its infringement of Signify's patents since it received notice of infringement but has continued to sell infringing products despite being forewarned of its infringement.

44. Atomi has committed and continues to commit acts of infringement despite a high likelihood that its actions constitute infringement, and Atomi knew or should have known that its actions constituted an unjustifiably high risk of infringement.

45. Atomi's infringement of the Patents-in-Suit is causing irreparable harm for which Signify has no adequate remedy at law unless Atomi is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the Patents-in-Suit.<sup>1</sup>

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<sup>1</sup> Signify does not seek an injunction with respect to the '961 Patent.

46. In the interest of providing detailed averments of infringement, Signify has identified below at least one claim per patent to demonstrate infringement. However, the selection of claims should not be considered limiting, and additional claims of the Patents-in-Suit that are infringed by Atomi will be disclosed in compliance with any applicable local rules and standing orders.

**COUNT ONE**

**(Infringement of U.S. Patent No. 7,358,961)**

47. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

48. On information and belief, Atomi has directly infringed and is directly infringing claims of the '961 Patent, including at least claim 10, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products including, but not limited to, products substantially similar to the Smart Color Bulb and Smart App mapped below, and/or other products with substantially similar features (collectively, the "'961 Accused Products").

49. Signify names this exemplary infringing instrumentality to serve as notice of Atomi's infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the '961 Accused Products.

50. Claim 10 of the '961 Patent recites:

10. A LED lighting system, comprising:

a LED light source including a plurality of colored LEDs operable to emit one of a plurality of spectral outputs as a function of at least one current flowing through said plurality of colored LEDs, each current of the at least one current having a variable time average flow;

a user interface operable to facilitate a first user selection of a first spectral output from the plurality of spectral outputs, the user interface including a touch screen operable to facilitate the first user selection of a first color point corresponding to the first spectral output; and

a controller in electrical communication with said user interface and said LED light source to control the variable time average flow of each current flowing through said plurality of colored LEDs as a function of the user selection of the first spectral output.

51. To the extent the preamble limits the claim, on information and belief, the Smart Color Bulb is an “LED lighting system.” For example, this limitation is shown below.



52. On information and belief, the Smart Color Bulb comprises “a LED light source including a plurality of colored LEDs operable to emit one of a plurality of spectral outputs as a



function of at least one current flowing through said plurality of colored LEDs, each current of the at least one current having a variable time average flow.” For example, this limitation is shown below.



53. On information and belief, the Atomi Smart App, which controls the Smart Color Bulb, comprises “a user interface operable to facilitate a first user selection of a first spectral output from the plurality of spectral outputs, the user interface including a touch screen operable to facilitate the first user selection of a first color point corresponding to the first spectral output.” For example, this limitation is shown below.



54. On information and belief, the Smart Color Bulb comprises “a controller in electrical communication with said user interface and said LED light source to control the variable time average flow of each current flowing through said plurality of colored LEDs as a function of the user selection of the first spectral output.” For example, this limitation is shown below.



55. The full extent of Atomi's infringement is not presently known to Signify. On information and belief, Atomi has made and sold products under different names or part numbers that infringe the '961 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the '961 Patent that is infringed and each product that Signify is aware of that infringes the '961 Patent in accordance with the applicable scheduling order in this case.

56. On information and belief, Atomi has been aware of and has had notice of the '961 Patent and its infringement of the '961 Patent at least as early as July 15, 2021, when it received a letter from Signify informing it of the same.

57. On information and belief, by continuing to make, use, sell, offer to sell, and/or import the '961 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringed at least claim 10 of the '961 Patent by active inducement under 35 U.S.C. § 271(b). Atomi has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '961 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Atomi has engaged in such conduct despite its knowledge that such conduct would and was intended to result in direct infringement by Atomi's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '961 Accused Products in the United States. Atomi has performed these affirmative acts with

knowledge of the '961 Patent and with knowledge that such actions would induce infringement of the '961 Patent by Atomi's direct and indirect customers.

58. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '961 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringed at least claim 10 of the '961 Patent by contributorily infringing under 35 U.S.C. § 271(c). Atomi's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '961 Accused Products and components thereof, including drivers and applications (e.g., mobile device applications) within the '961 Accused Products, in this District and elsewhere in the United States, contributed to Atomi's customers and end-users directly infringing the '961 Patent. The '961 Accused Products and drivers and applications (e.g., mobile device applications) made for use with the '961 Accused Products are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Atomi to be especially made or especially adapted for use in infringement of the '961 Patent.

59. On information and belief, Atomi has performed the above-identified acts of infringement with knowledge of the '961 Patent and with intent, or willful blindness, that they cause the direct and indirect infringement of the '961 Patent. Accordingly, Atomi's infringement of the '961 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

60. On information and belief, Signify has suffered damages as a result of Atomi's infringement of the '961 Patent in an amount to be determined at trial.

61. On information and belief, and in light of the allegations above, including Atomi's willful infringement of the '961 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees.

**COUNT TWO**

**(Infringement of U.S. Patent No. 9,184,497)**

62. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

63. On information and belief, Atomi has directly infringed and is directly infringing claims of the '497 Patent, including at least claim 1, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products, including, but not limited to, products substantially similar to the Smart Color Bulb mapped below, and/or other products with substantially similar features (collectively, the "'497 Accused Products").

64. Signify names this exemplary infringing instrumentality to serve as notice of Atomi's infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the '497 Accused Products.

65. Claim 1 of the '497 Patent recites:

1. A lighting device, comprising

a light source comprising one or more light-emitting diodes configured for generating light along an optical axis,

a heat sink comprising a metal with an electrical resistivity being less than  $0.01 \Omega\text{m}$ , and configured for removing heat produced by the light source, the heat sink forming at least a portion of an outer enclosure,

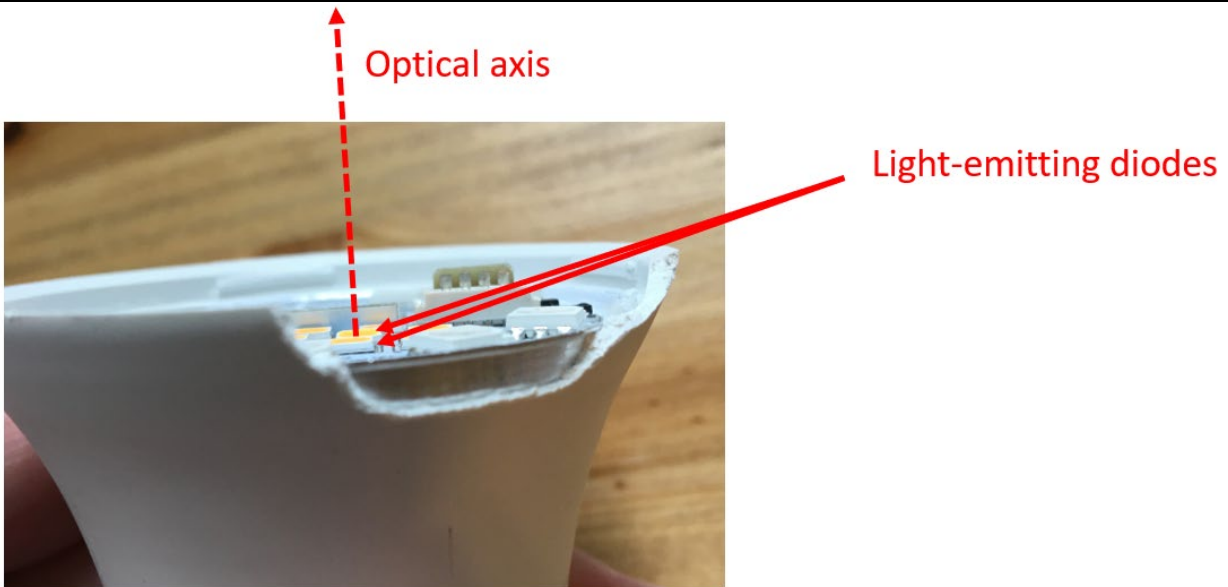
a RF communication circuit, and

a first antenna connected to the RF communication circuit for communicating RF control signals and arranged within the outer enclosure, wherein the lighting device comprises one or more metallic components having an extension larger than at least  $1/10$  of a wavelength of the RF control signals and arranged below a virtual plane drawn orthogonal to the optical axis and going through the first antenna.

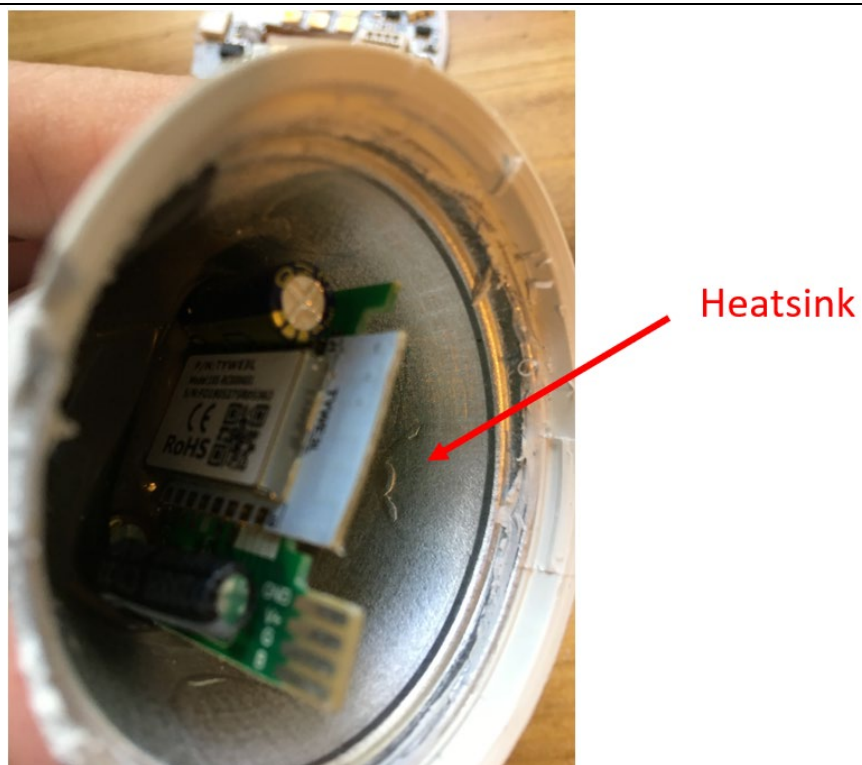
66. To the extent the preamble is limiting, on information and belief, the Smart Color Bulb is a lighting device. For example, this limitation is shown below.



67. On information and belief, the Smart Color Bulb comprises a light source comprising one or more light-emitting diodes configured for generating light along an optical axis. For example, this limitation is shown below.



68. On information and belief the Smart Color Bulb comprises a heat sink comprising a metal with an electrical resistivity being less than  $0.01 \Omega\text{m}$ , and configured for removing heat produced by the light source, the heat sink forming at least a portion of an outer enclosure. For example, this limitation is shown below.



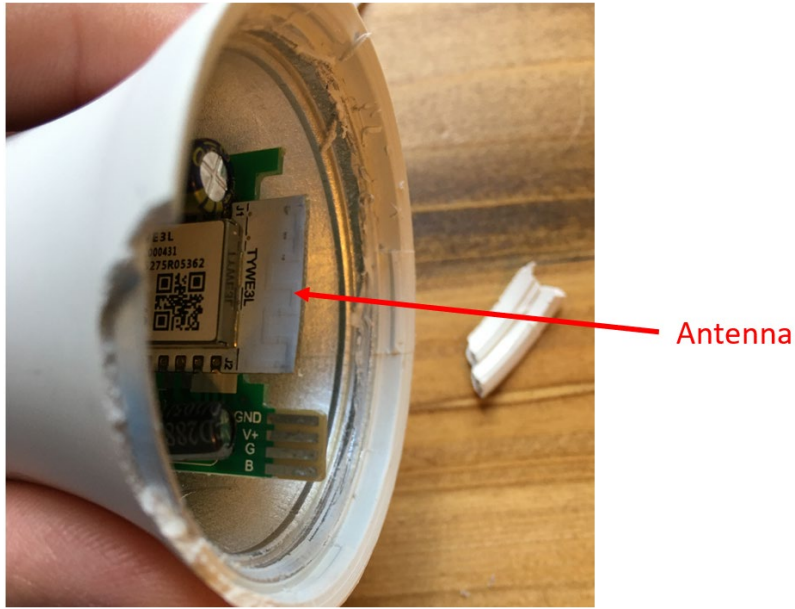
69. On information and belief, the heatsink for the Smart Color Bulb comprises a metal, such as aluminum, which has an electrical resistivity being less than  $0.01 \Omega\text{m}$ . *See e.g.*, <https://www.amazon.com/Atomi-Dimmable-2700K-6000K-Required-Equivalent/dp/B07K1BQGRQ> (stating that the Smart Color Bulb is made from aluminum); [https://www.electronics-notes.com/articles/basic\\_concepts/resistance/electrical-resistivity-table-materials.php](https://www.electronics-notes.com/articles/basic_concepts/resistance/electrical-resistivity-table-materials.php) (listing electrical resistivity for common materials, including aluminum).

70. On information and belief, the Smart Color Bulb comprises an RF communication circuit. For example, this limitation is shown below.

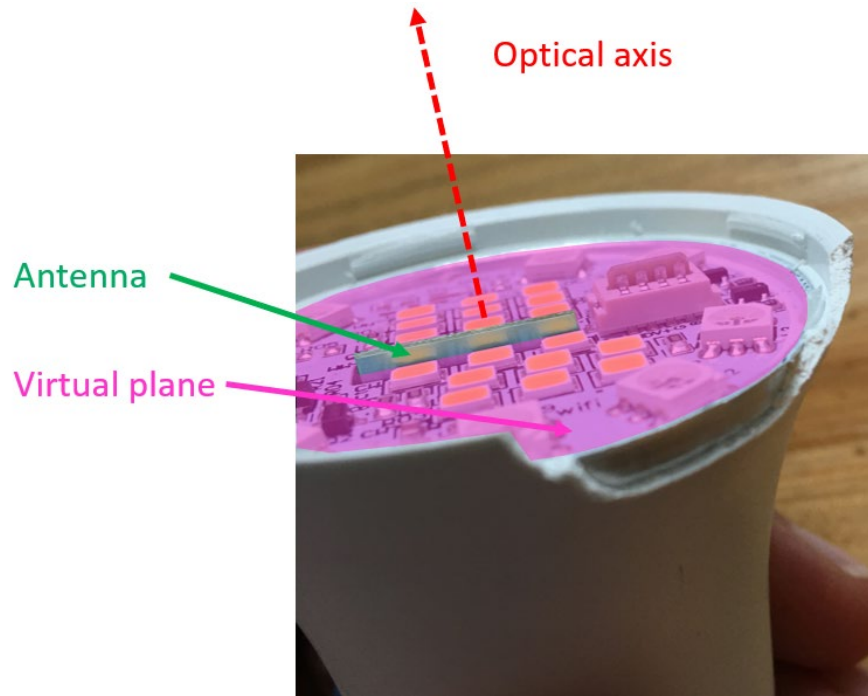


71. On information and belief, the Smart Color Bulb comprises a first antenna connected to the RF communication circuit for communicating RF control signals and arranged within the outer enclosure. For example, this limitation is shown below.





72. On information and belief, the Smart Color Bulb comprises one or more metallic components having an extension larger than at least 1/10 of a wavelength of the RF control signals and arranged below a virtual plane drawn orthogonal to the optical axis and going through the first antenna. For example, on information and belief, the WiFi of the Smart Color Bulb transmits at a frequency of 2.4GHz, which has a wavelength of 12.5cm. See <https://atomismart.com/helpbulbs/> (“Make sure you’re connected to a 2.4GHz Wi-Fi network (Atomi Smart can’t connect to 5GHz networks).”). Further, the virtual plane drawn orthogonal to the optical axis and going through the first antenna is shown below.



73. The full extent of Atomi’s infringement is not presently known to Signify. On information and belief, Atomi has made and sold, or will make and sell, products under different names or part numbers that infringe the ’497 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the ’497 Patent that is infringed and each product that Signify is aware of that infringes the ’497 Patent in accordance with the applicable scheduling order in this case.

74. On information and belief, Atomi has been aware of and has had notice of the ’497 Patent and its infringement of the ’497 Patent at least as early as December 16, 2022, when it received a letter from Signify informing it of the same.

75. On information and belief, by continuing to make, use, sell, offer to sell, and/or import the '497 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringes and continues to indirectly infringe at least claim 1 of the '497 Patent by active inducement under 35 U.S.C. § 271(b). Atomi has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '497 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Atomi has engaged in such conduct despite its knowledge that such conduct would and was intended to result in direct infringement by Atomi's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '497 Accused Products in the United States. Atomi has performed and continues to perform these affirmative acts with knowledge of the '497 Patent and with knowledge that such actions would induce infringement of the '497 Patent by Atomi's direct and indirect customers.

76. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '497 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringes and continues to indirectly infringe at least claim 1 of the '497 Patent by contributorily infringing under 35 U.S.C. § 271(c). Atomi's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '497 Accused Products and components thereof, including drivers within the '497 Accused Products, in this District and elsewhere in the United States, contribute to Atomi's customers and end-users directly infringing the '497 Patent. The '497 Accused Products and drivers made for use with the '497 Accused Products are not staple articles or commodities of commerce, have no substantial non-infringing

uses, and are known by Atomi to be especially made or especially adapted for use in infringement of the '497 Patent.

77. On information and belief, Atomi has performed and continues to perform the above-identified acts of infringement with knowledge of the '497 Patent and with intent, or willful blindness, that they cause the direct and indirect infringement of the '497 Patent. Accordingly, Atomi's continued infringement of the '497 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

78. On information and belief, Signify has suffered and continues to suffer damages as a result of Atomi's infringement of the '497 Patent in an amount to be determined at trial.

79. On information and belief, Atomi's infringement of the '497 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless Atomi is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '497 Patent.

80. On information and belief, and in light of the allegations above, including Atomi's willful infringement of the '497 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees.

### **COUNT THREE**

#### **(Infringement of U.S. Patent No. RE49,320)**

81. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

82. On information and belief, Atomi has directly infringed and is directly infringing claims of the '320 Patent, including at least claim 1, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products, including, but

not limited to, products substantially similar to the Smart Color Bulb mapped below, and/or other products with substantially similar features (collectively, the “’320 Accused Products”).

83. Signify names this exemplary infringing instrumentality to serve as notice of Atomi’s infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the ’320 Accused Products.

84. Claim 1 of the ’320 Patent recites:

1. A lighting device, comprising

a light source comprising one or more light-emitting diodes configured for generating light along an optical axis,

a heat sink comprising a metal with an electrical resistivity being less than  $0.01 \Omega\text{m}$ , and configured for removing heat produced by the light source, the heat sink forming at least a portion of an outer enclosure,

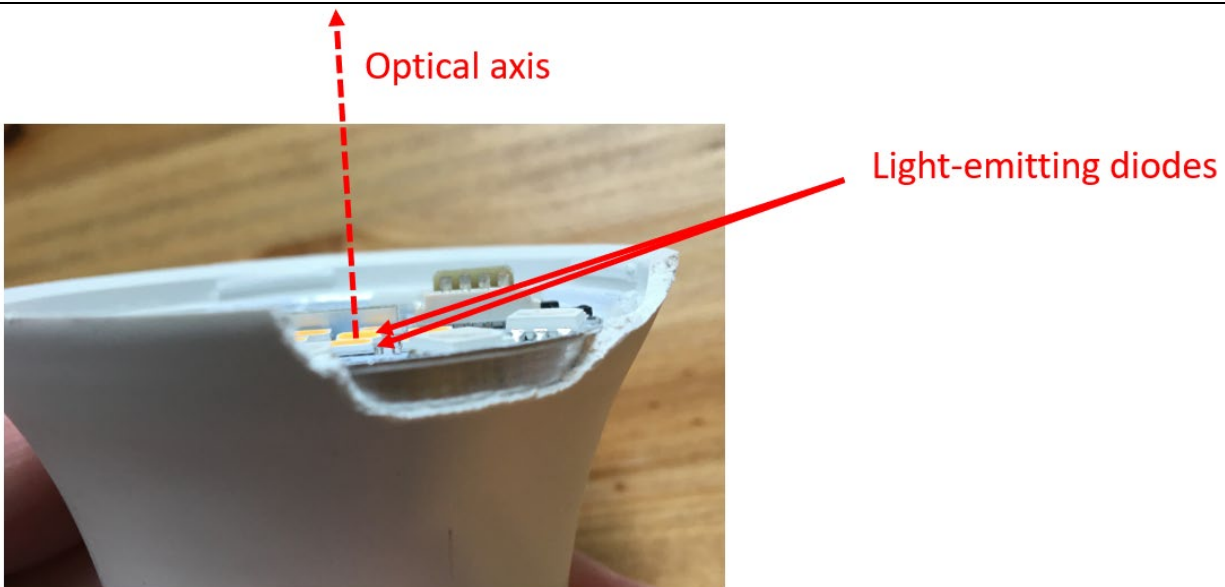
a RF communication circuit, and

a first antenna connected to the RF communication circuit for communicating RF control signals and arranged within the outer enclosure, wherein the lighting device comprises one or more metallic components having an extension larger than at least  $1/10$  of a wavelength of the RF control signals and arranged below a virtual plane drawn orthogonal to the optical axis and going through the first antenna.

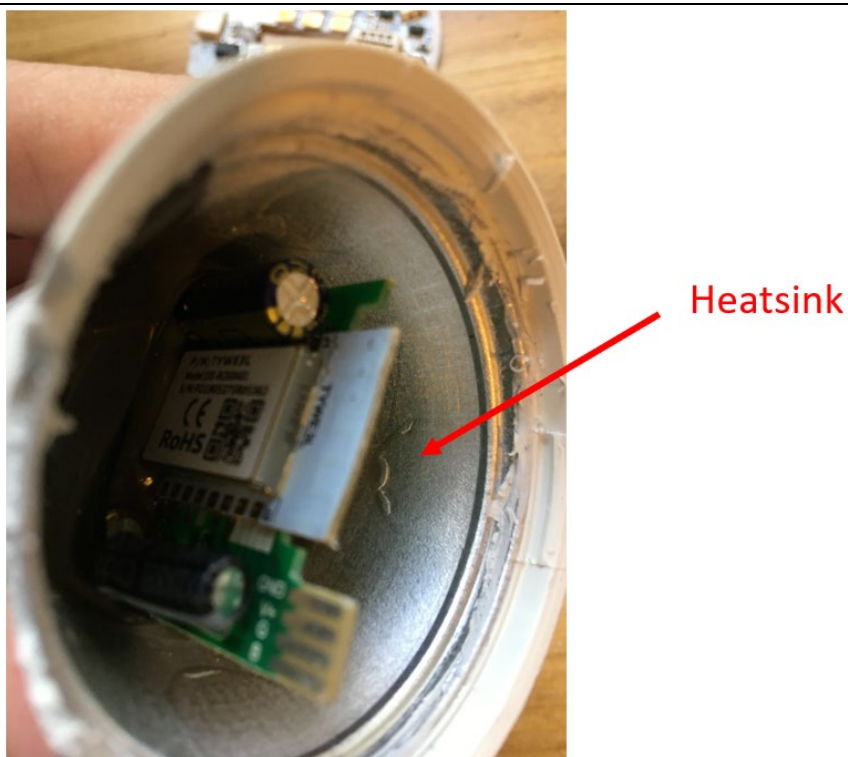
85. To the extent the preamble is limiting, on information and belief, the Smart Color Bulb is a lighting device. For example, this limitation is shown below.



86. On information and belief, the Smart Color Bulb comprises a light source comprising one or more light-emitting diodes configured for generating light along an optical axis. For example, this limitation is shown below.



87. On information and belief the Smart Color Bulb comprises a heat sink comprising a metal with an electrical resistivity being less than  $0.01 \Omega\text{m}$ , and configured for removing heat produced by the light source, the heat sink forming at least a portion of an outer enclosure. For example, this limitation is shown below.



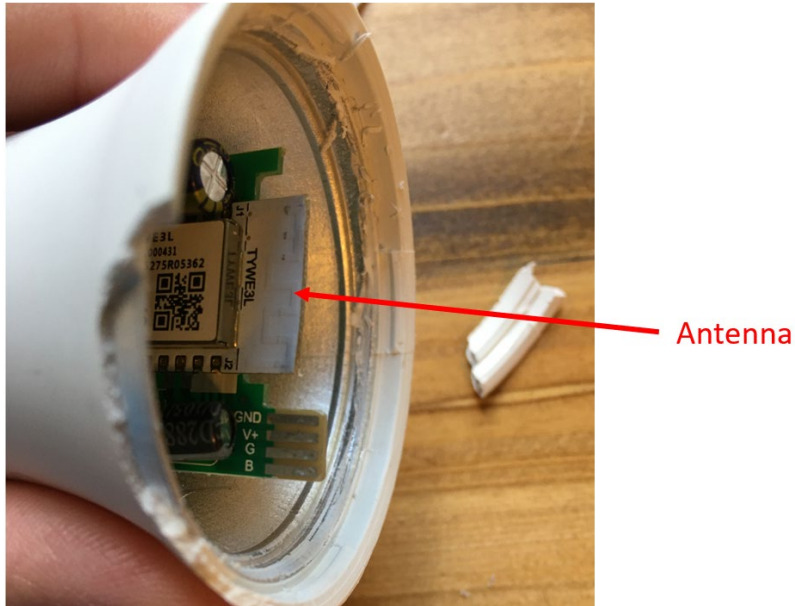
88. On information and belief, the heatsink Smart Color Bulb comprises a metal, such as aluminum, which has an electrical resistivity being less than  $0.01 \Omega\text{m}$ . See e.g., <https://www.amazon.com/Atomi-Dimmable-2700K-6000K-Required-Equivalent/dp/B07K1BQGRQ> (stating that the Smart Color Bulb is made from aluminum); [https://www.electronics-notes.com/articles/basic\\_concepts/resistance/electrical-resistivity-table-materials.php](https://www.electronics-notes.com/articles/basic_concepts/resistance/electrical-resistivity-table-materials.php) (listing electrical resistivity for common materials, including aluminum).

89. On information and belief, the Smart Color Bulb comprises an RF communication circuit. For example, this limitation is shown below.

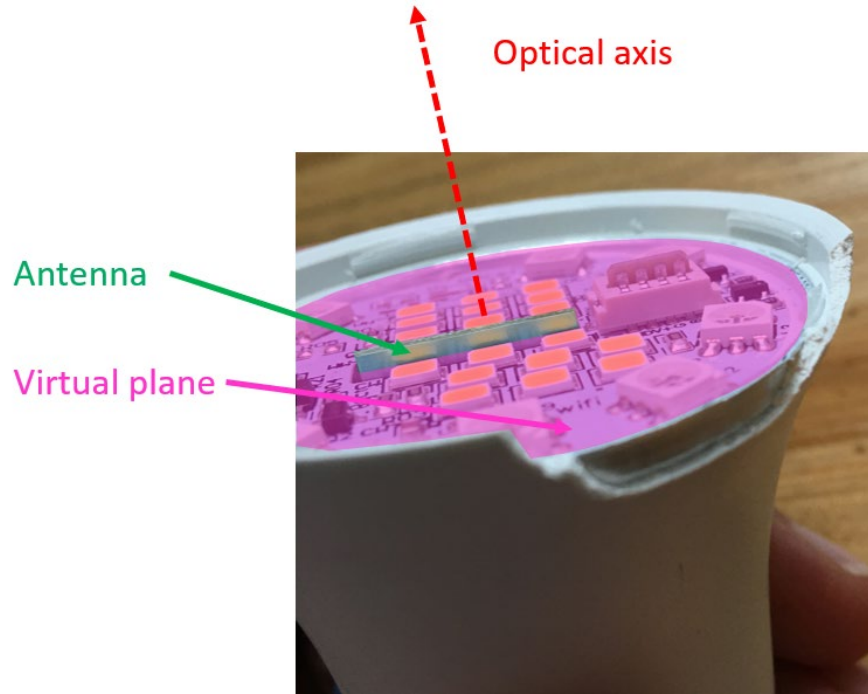


90. On information and belief, the Smart Color Bulb comprises a first antenna connected to the RF communication circuit for communicating RF control signals and arranged within the outer enclosure. For example, this limitation is shown below.





91. On information and belief, the Smart Color Bulb comprises one or more metallic components having an extension larger than at least  $1/10$  of a wavelength of the RF control signals and arranged below a virtual plane drawn orthogonal to the optical axis and going through the first antenna. For example, on information and belief, the WiFi of the Smart Color Bulb transmits at a frequency of 2.4GHz, which has a wavelength of 12.5cm. See <https://atomismart.com/helpbulbs/> (“Make sure you’re connected to a 2.4GHz Wi-Fi network (Atomi Smart can’t connect to 5GHz networks).”). Further, the virtual plane drawn orthogonal to the optical axis and going through the first antenna is shown below.



92. The full extent of Atomi’s infringement is not presently known to Signify. On information and belief, Atomi has made and sold, or will make and sell, products under different names or part numbers that infringe the ’320 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the ’320 Patent that is infringed and each product that Signify is aware of that infringes the ’320 Patent in accordance with the applicable scheduling order in this case.

93. On information and belief, Atomi has been aware of and has had notice of the '320 Patent and its infringement of the '320 Patent at least as early as May 1, 2024, when it received a letter from Signify informing it of the same.<sup>2</sup>

94. On information and belief, by continuing to make, use, sell, offer to sell, and/or import the '320 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringes and continues to indirectly infringe at least claim 1 of the '320 Patent by active inducement under 35 U.S.C. § 271(b). Atomi has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '320 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Atomi has engaged in such conduct despite its knowledge that such conduct would and was intended to result in direct infringement by Atomi's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '320 Accused Products in the United States. Atomi has performed and continues to perform these affirmative acts with knowledge of the '320 Patent and with knowledge that such actions would induce infringement of the '320 Patent by Atomi's direct and indirect customers.

95. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '320 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringes and continues to indirectly infringe at least claim 1 of the '320 Patent by contributorily infringing under 35 U.S.C. § 271(c). Atomi's affirmative acts of

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<sup>2</sup> With respect to claim 1 of the '320 Patent, which is identical to claim 1 of the '497 Patent, Atomi has been aware of and has had notice of this claim and its infringement since December 16, 2022.

manufacturing, selling, offering for sale, and/or importing the '320 Accused Products and components thereof, including drivers within the '320 Accused Products, in this District and elsewhere in the United States, contribute to Atomi's customers and end-users directly infringing the '320 Patent. The '320 Accused Products and drivers made for use with the '320 Accused Products are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Atomi to be especially made or especially adapted for use in infringement of the '320 Patent.

96. On information and belief, Atomi has performed and continues to perform the above-identified acts of infringement with knowledge of the '320 Patent and with intent, or willful blindness, that they cause the direct and indirect infringement of the '320 Patent. Accordingly, Atomi's continued infringement of the '320 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

97. On information and belief, Signify has suffered and continues to suffer damages as a result of Atomi's infringement of the '320 Patent in an amount to be determined at trial.

98. On information and belief, Atomi's infringement of the '320 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless Atomi is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '320 Patent.

99. On information and belief, and in light of the allegations above, including Atomi's willful infringement of the '320 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees.

**COUNT FOUR**

**(Infringement of U.S. Patent No. 8,378,591)**

100. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

101. On information and belief, Atomi has directly infringed and is directly infringing claims of the '591 Patent, including at least claim 1, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products including, but not limited to, products substantially similar to the Smart Color String Lights mapped below, and/or other products with substantially similar features (collectively, the "'591 Accused Products").

102. Signify names this exemplary infringing instrumentality to serve as notice of Atomi's infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the '591 Accused Products.

103. Claim 1 of the '591 Patent recites:

1. A light output device comprising:

a power connection for connecting to a power source;

a plurality of light source device arrangements arranged in a line extending from the power connection, with adjacent light source device arrangements in the line connected together with an electrical connector arrangement comprising at least one power supply line and at least one power return line, the connector arrangement adapted to carry at least one serial data signal; and

a plurality of control circuits, each light source device arrangement associated with a control circuit from the plurality of control circuits for providing independent control of the light source device arrangement output based on the serial data signal,

wherein when the connector arrangement between an adjacent pair of light source device arrangements is disconnected, one or more remaining light source device arrangements extending from the power source are independently controlled by the serial data signal;

wherein each control circuit comprises:

an output to which a drive signal is provided,

an output configured to control the respective light source device arrangement,

a control input configured to receive the serial data signal and to control a switching of the drive signal to the output in dependence on one or more bits of the serial data signal, and

a control output configured to output the serial data signal from which the one or more bits have been removed.

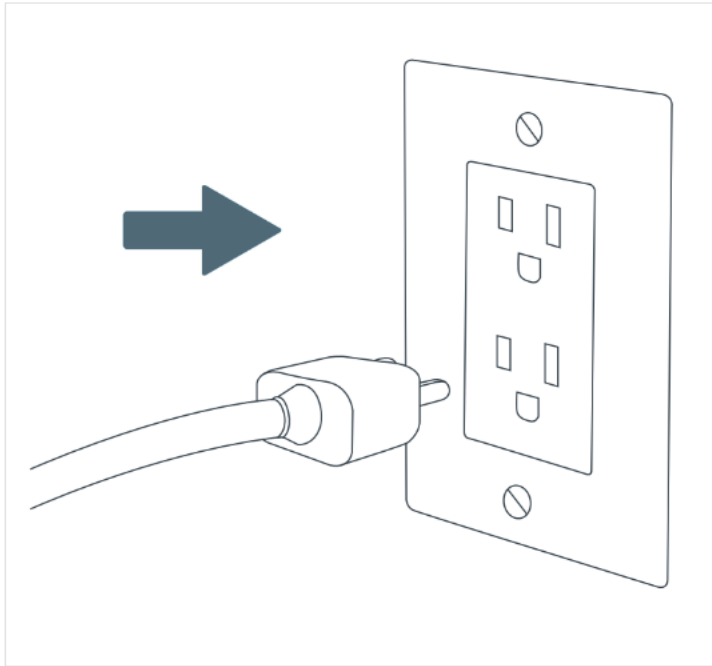
104. To the extent the preamble limits the claim, on information and belief, the Smart Color String Lights are a light output device. For example, this limitation is shown below:



105. On information and belief the Smart Color String Lights comprise a power connection for connecting to a power source. For example, this limitation is shown below.

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**Step 4: Plug In**

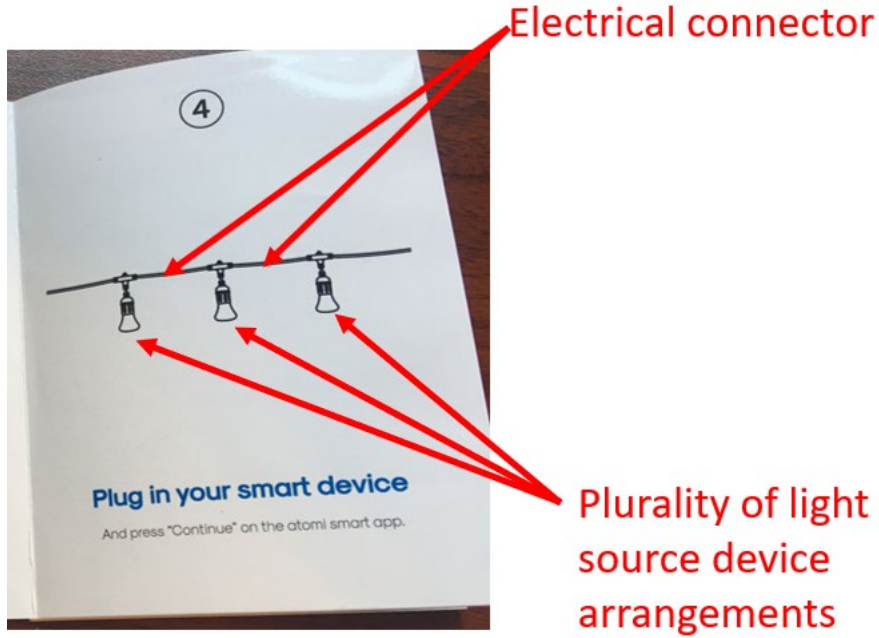


Plug your Atomi Smart String Lights into any standard grounded outlet.

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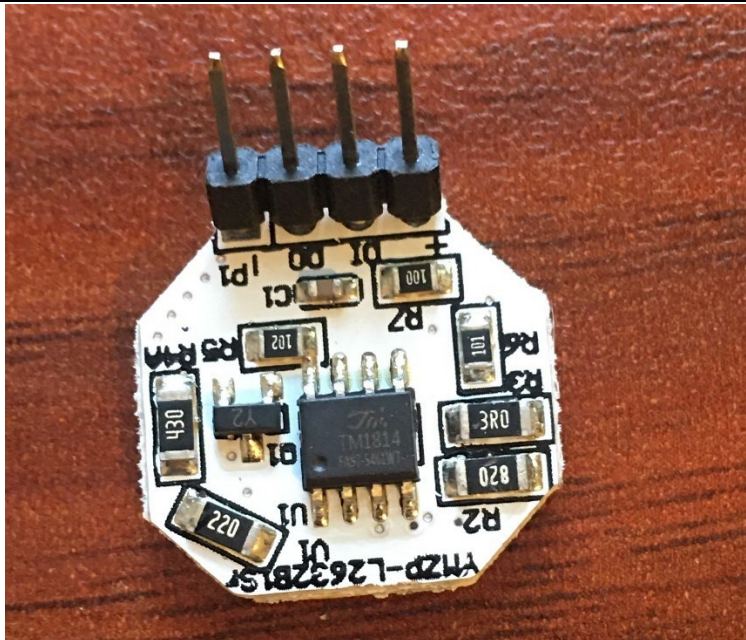
<https://atomismart.com/smart-string-lights/>

106. On information and belief the Smart Color String Lights comprise a plurality of light source device arrangements arranged in a line extending from the power connection, with adjacent light source device arrangements in the line connected together with an electrical connector arrangement comprising at least one power supply line and at least one power return line, the connector arrangement adapted to carry at least one serial data signal. For example, this limitation is shown below.



107. On information and belief the Smart Color String Lights comprise a plurality of control circuits, each light source device arrangement associated with a control circuit from the plurality of control circuits for providing independent control of the light source device arrangement output based on the serial data signal. For example, each light source device arrangement is associated with a control circuit, an example of which is shown below.

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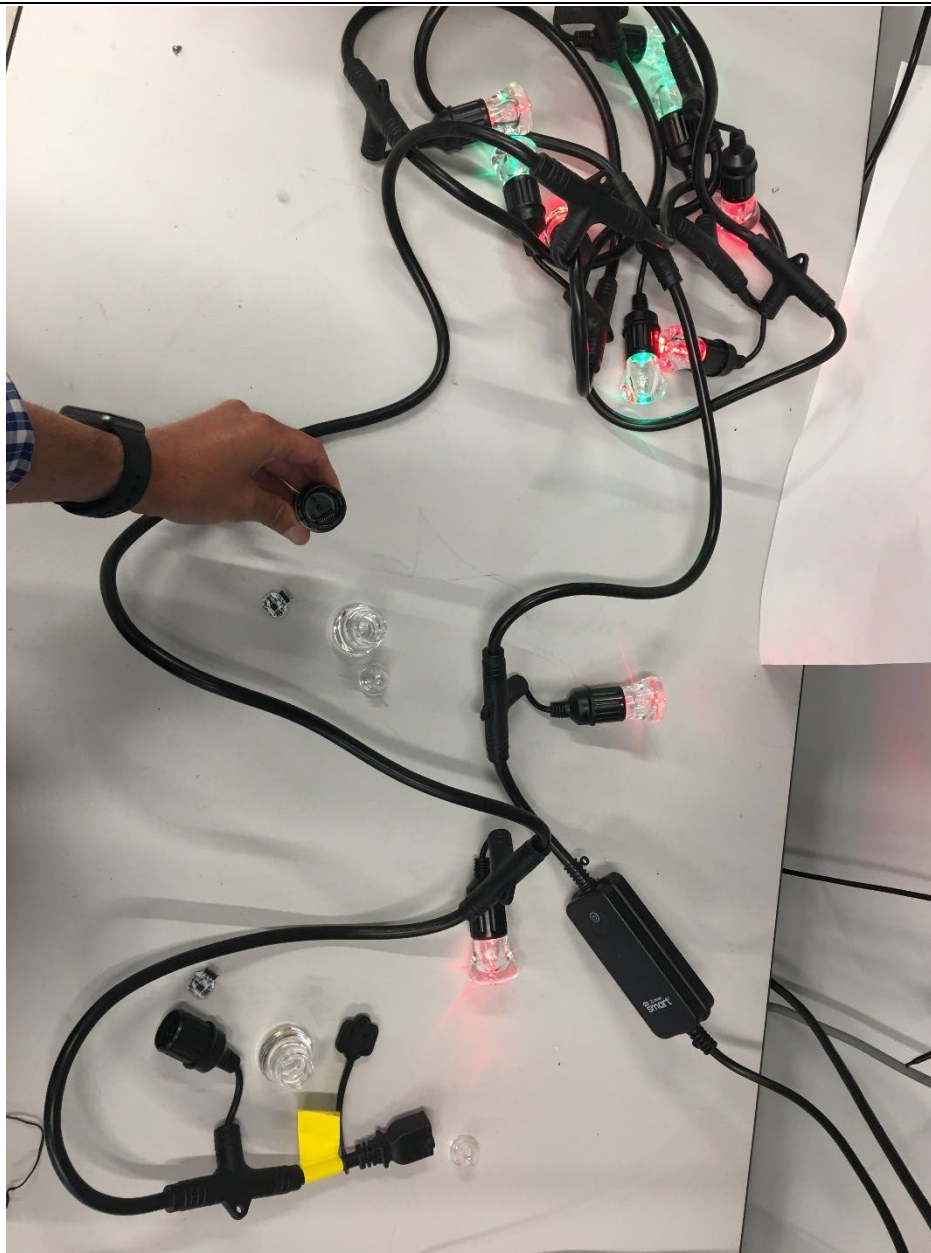


108. On information and belief, and as shown in the photo above, the control circuit of the Smart Color String Lights is a TM1814 manufactured by Titan Micro Electronics. A copy of the manual for the TM1814 is attached hereto as Exhibit 9.

109. On information and belief these control circuits provide for independent control of the light source device arrangement output based on the serial data signal. For example, this limitation is shown below.



110. On information and belief, when the connector arrangement between an adjacent pair of light source device arrangements of the Smart Color String Lights is disconnected, one or more remaining light source device arrangements extending from the power source are independently controlled by the serial data signal. For example, this limitation is shown below.



111. On information and belief, the control circuits of the Smart Color String Lights comprise an output to which a drive signal is provided and an output configured to control the respective light source device arrangement. For example, this limitation is shown below.

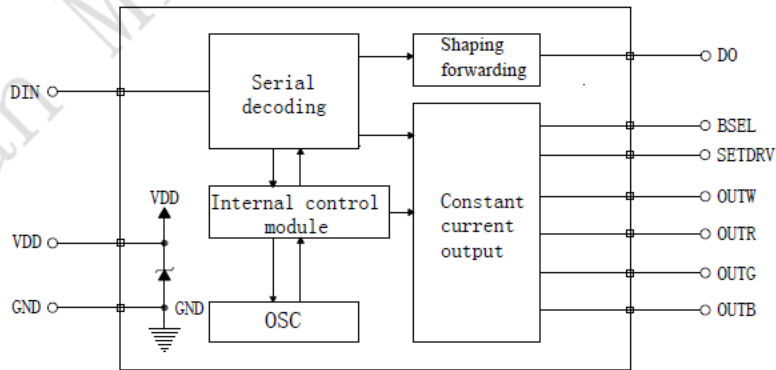


Figure1

See Ex. 9.

112. On information and belief, the control circuits of the Smart Color String Lights comprise a control input configured to receive the serial data signal and to control a switching of the drive signal to the output in dependence on one or more bits of the serial data signal. For example, this limitation is shown below.

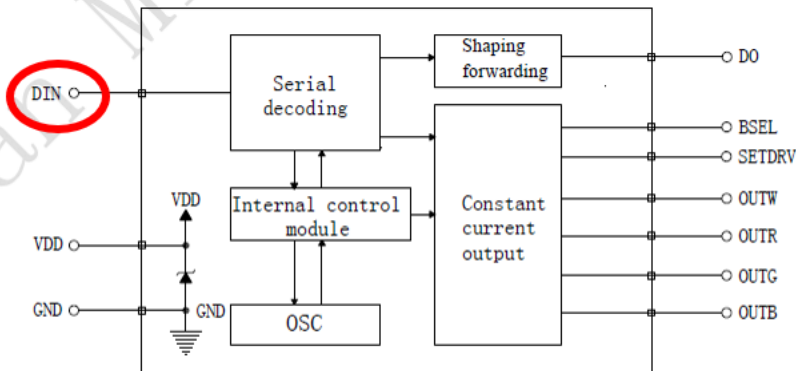


Figure1

See Ex. 9.

113. On information and belief, the control circuits of the Smart Color String Lights comprise a control output. For example, this limitation is shown below.

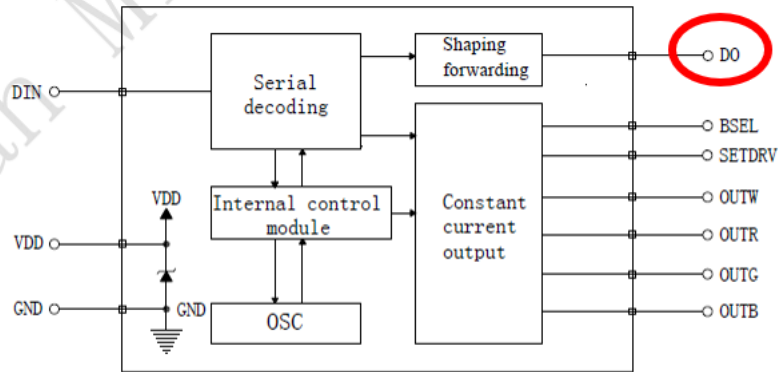


Figure1

See Ex. 9.

114. On information and belief, the output of the control circuits of the Smart Color String Lights is configured to output the serial data signal from which the one or more bits have been removed. For example, this limitation is shown below.

**5. Data receiving and forwarding**

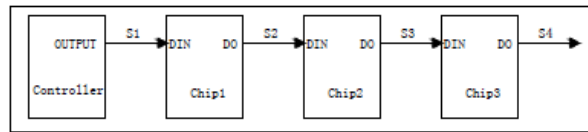


Figure 5

Among which S1 is data sent by controller Di port; S2, S3 and S4 are data forwarded by cascade TM1814.

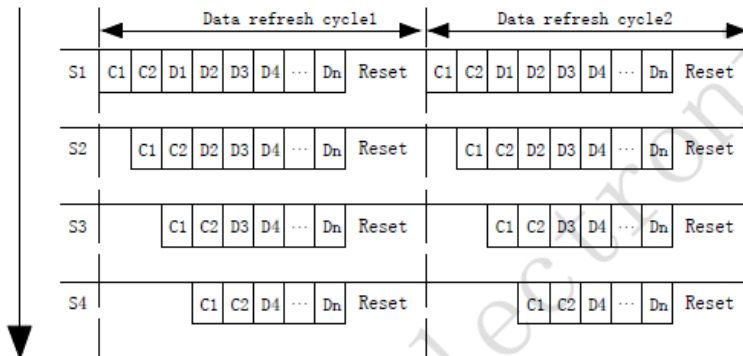


Figure 6

*See* Ex. 9.

115. The full extent of Atomi's infringement is not presently known to Signify. On information and belief, Atomi has made and sold, or will make and sell, products under different names or part numbers that infringe the '591 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the '591 Patent that is infringed and each product that Signify is aware of that infringes the '591 Patent in accordance with the applicable scheduling order in this case.

116. On information and belief, Atomi has been aware of and has had notice of the '591 Patent and its infringement of the '591 Patent at least as early as August 15, 2022, when it received an e-mail from Signify informing it of the same.

117. On information and belief, by continuing to make, use, sell, offer to sell, and/or import the '591 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringes and continues to indirectly infringe at least claim 1 of the '591 Patent by active inducement under 35 U.S.C. § 271(b). Atomi has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '591 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Atomi has engaged in such conduct despite knowing that such conduct would and was intended to result in direct infringement by Atomi's direct and indirect customers, including the making, using, selling, offering for sale and/or

importation of the '591 Accused Products in the United States. Atomi has performed and continues to perform these affirmative acts with knowledge of the '591 Patent and with knowledge that such actions would induce infringement of the '591 Patent by Atomi's direct and indirect customers.

118. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '591 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringes and continues to indirectly infringe at least claim 1 of the '591 Patent by contributorily infringing under 35 U.S.C. § 271(c). Atomi's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '591 Accused Products and components thereof, including drivers within the '591 Accused Products, in this District and elsewhere in the United States, contribute to Atomi's customers and end-users directly infringing the '591 Patent. The '591 Accused Products and components thereof are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Atomi to be especially made or especially adapted for use in infringement of the '591 Patent.

119. On information and belief, Atomi has performed and continues to perform the above-identified acts of infringement with knowledge of the '591 Patent and with intent, or willful blindness, that they cause the direct and indirect infringement of the '591 Patent. Accordingly, Atomi's continued infringement of the '591 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

120. On information and belief, Signify has suffered and continues to suffer damages as a result of Atomi's infringement of the '591 Patent in an amount to be determined at trial.

121. On information and belief, Atomi's infringement of the '591 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless Atomi is enjoined by

this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '591 Patent.

122. On information and belief, and in light of the allegations above, including Atomi's willful infringement of the '591 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees incurred in prosecuting this action.

### **COUNT FIVE**

#### **(Infringement of U.S. Patent No. 8,896,414)**

123. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

124. On information and belief, Atomi has directly infringed and is directly infringing claims of the '414 Patent, including at least claim 1, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products, including, but not limited to, products substantially similar to the Smart Bridge mapped below, and/or other products with substantially similar features (collectively, the "'414 Accused Products").

125. Signify names this exemplary infringing instrumentality to serve as notice of Atomi's infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the '414 Accused Products.

126. Claim 1 of the '414 Patent recites:

1. A device for synchronizing settings in a home control system comprising:

a memory for storing settings of one or more of devices of the home control system,

a communication unit for receiving signals from and transmitting signals to control devices of the home control system, and

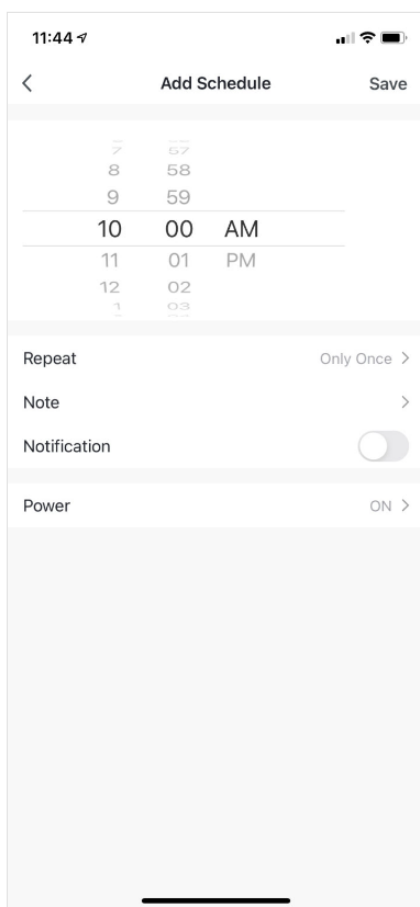
a processor configured to store a changed setting according to a command received with a signal (16) from a control device by means of the communication unit, and to control the communication unit to transmit a synchronization signal to other active control devices for indicating the changed setting and/or to react to update requests from other control devices and to retransmit a synchronization signal to those devices.

127. To the extent the preamble is limiting, on information and belief, the Smart Bridge is a device for synchronizing settings in a home control system. For example, Atomi advertises that the “Atomi Smart Bridge allows you to add and control up to 40 pathway lights to create ambiance for any occasion!” <https://atomismart.com/helpPathwayLights/>.

128. On information and belief, the Smart Bridge comprises a memory storing settings of one or more devices of the home control system. For example, the Smart Bridge allows users to set and store a schedule that controls the operation an associated lighting system, as shown below:



## Scheduling



**Time** - Select the time to run the schedule

**Repeat** - Select what days of the week to repeat the schedule

**Note** - Adds a note/label to the schedule

**Notification** - Enable to receive a notification every time the schedule runs

**Power** - Select to turn ON or OFF the light

<https://atomismart.com/helpPathwayLights/>

129. On information and belief, the Smart Bridge also allows users to store settings that allow users to “create automations to turn on/off [their] lights based on [their] location’s sunset/sunrise time.” See <https://atomismart.com/helpPathwayLights/>.

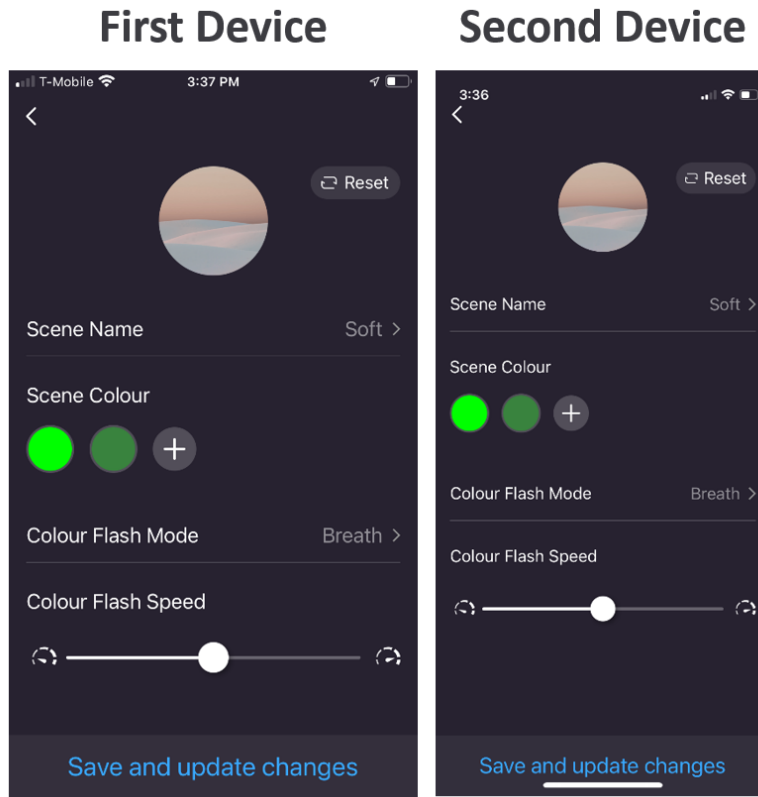
130. On information and belief, the Smart Bridge also comprises a communication unit for receiving signals from and transmitting signals to control devices of the home control system. For example, this limitation is shown below.



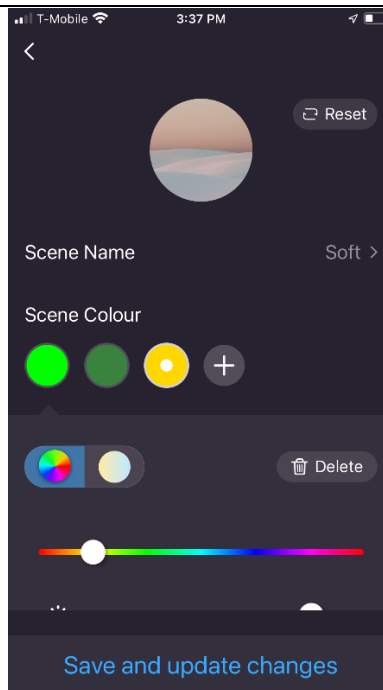
131. On information and belief, and as shown above, the Smart Bridge includes a WRG1 WiFi module.

132. On information and belief, the Smart Bridge includes a processor configured to store a changed setting according to a command received with a signal (16) from a control device by means of the communication unit, and to control the communication unit to transmit a synchronization signal to other active control devices for indicating the changed setting and/or to react to update requests from other control devices and to retransmit a synchronization signal to those devices.

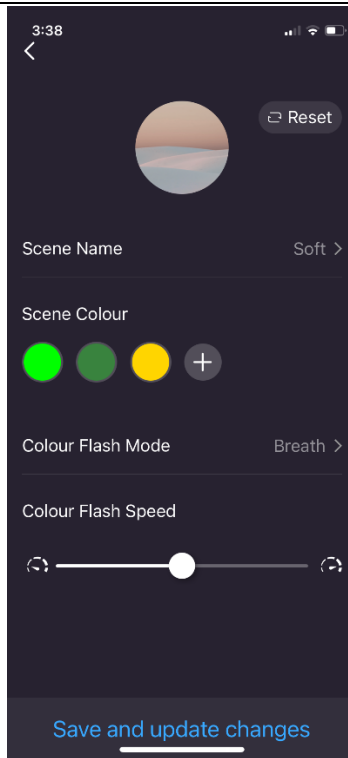
133. For example, the image below shows a first setting on a first control device and a second control device.



134. Further, when the settings are changed on the first control device, as shown below:



135. The second device is synchronized with the settings from the first device.



136. The full extent of Atomi's infringement is not presently known to Signify. On information and belief, Atomi has made and sold, or will make and sell, products under different names or part numbers that infringe the '414 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the '414 Patent that is infringed and each product that Signify is aware of that infringes the '414 Patent in accordance with the applicable scheduling order in this case.

137. On information and belief, Atomi has been aware of and has had notice of the '414 Patent and its infringement of the '414 Patent since at least December 16, 2022, when it received a letter from Signify informing it of the same.

138. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '414 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringed and continues to indirectly infringe at least claim 1 of the '414 Patent by active inducement under 35 U.S.C. § 271(b). Atomi has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '414 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Atomi has engaged in such conduct despite its knowledge that such conduct would and was intended to result in direct infringement by Atomi's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '414 Accused Products in the United States. Atomi has performed and continues to perform these affirmative acts with knowledge of the '414 Patent and with knowledge and intent that such actions would induce infringement of the '414 Patent by Atomi's direct and indirect customers.

139. On information and belief, by continuing to make, use, sell, offer to sell an/or import the '414 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringed and continues to indirectly infringe at least claim 1 of the '414 Patent by contributorily infringing under 35 U.S.C. § 271(c). Atomi's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '414 Accused Products and components thereof, including the components identified above, in this District and elsewhere in the United States, contribute to Atomi's customers and end-users directly infringing the '414 Patent. The '414 Accused Products and components thereof, including the components identified above, are not staple articles or commodities of commerce, have no substantial non-infringing

uses, and are known by Atomi to be especially made or especially adapted for use in infringement of the '414 Patent.

140. On information and belief, Atomi has performed and continues to perform the above-identified acts of infringement with knowledge of the '414 Patent and with intent, or willful blindness, that they cause the direct or indirect infringement of the '414 Patent. Accordingly, Atomi's continued infringement of the '414 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

141. On information and belief, Signify has suffered and continues to suffer damages as a result of Atomi's infringement of the '414 Patent in an amount to be determined at trial.

142. On information and belief, Atomi's infringement of the '414 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless Atomi is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '414 Patent.

143. On information and belief, and in light of the allegations above, including Atomi's willful infringement of the '414 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees incurred in prosecuting this action.

### **COUNT SIX**

#### **(Infringement of U.S. Patent No. 7,802,902)**

144. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

145. On information and belief, Atomi has directly infringed and is directly infringing claims of the '902 Patent, including at least claim 12, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products, including, but

not limited to, products substantially similar to the Atomi Smart Wall Light mapped below, and/or other products with substantially similar features (collectively, the “’902 Accused Products”).

146. Signify names this exemplary infringing instrumentality to serve as notice of Atomi’s infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the ’902 Accused Products.

147. Claim 12 of the ’902 Patent recites:

12. A lighting apparatus, comprising:

a lighting fixture; and

a LED module mechanically enclosed by the lighting fixture, wherein the LED module includes at least one LED and a LED driver, the at least one LED mounted on a thermal management system in thermal communication with the lighting fixture to facilitate a heat transfer from the at least one LED to the lighting fixture, and

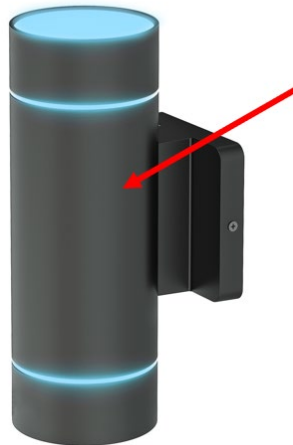
wherein the thermal management system includes a first printed circuit board having the at least one LED mounted thereon and a second printed circuit board having at least a portion of the LED driver mounted thereon.

148. On information and belief, and to the extent the preamble is limiting, the Smart Wall Lights are a lighting apparatus. For example, this limitation is shown below.



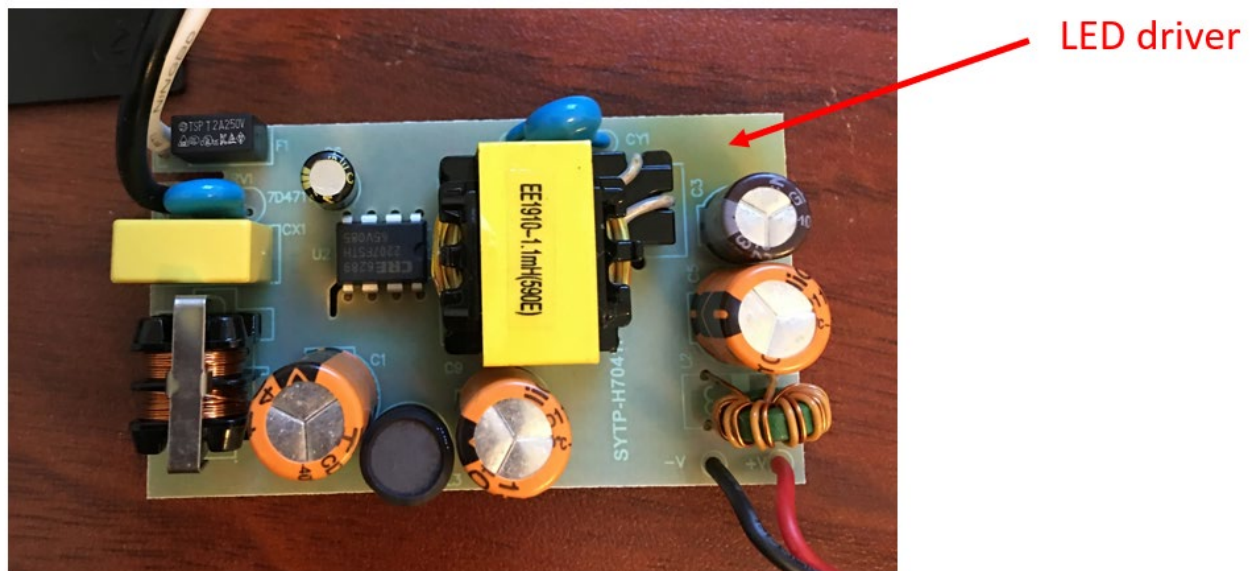
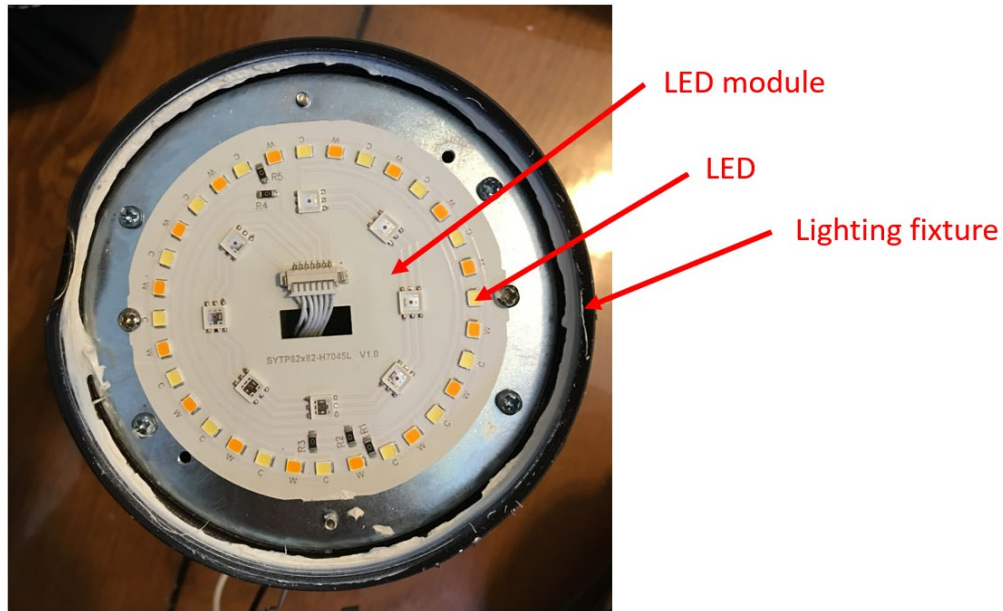
<https://atomismart.com/products/smart-wall-light/>

149. On information and belief, the Smart Wall Lights include a lighting fixture. For example, this limitation is shown below.

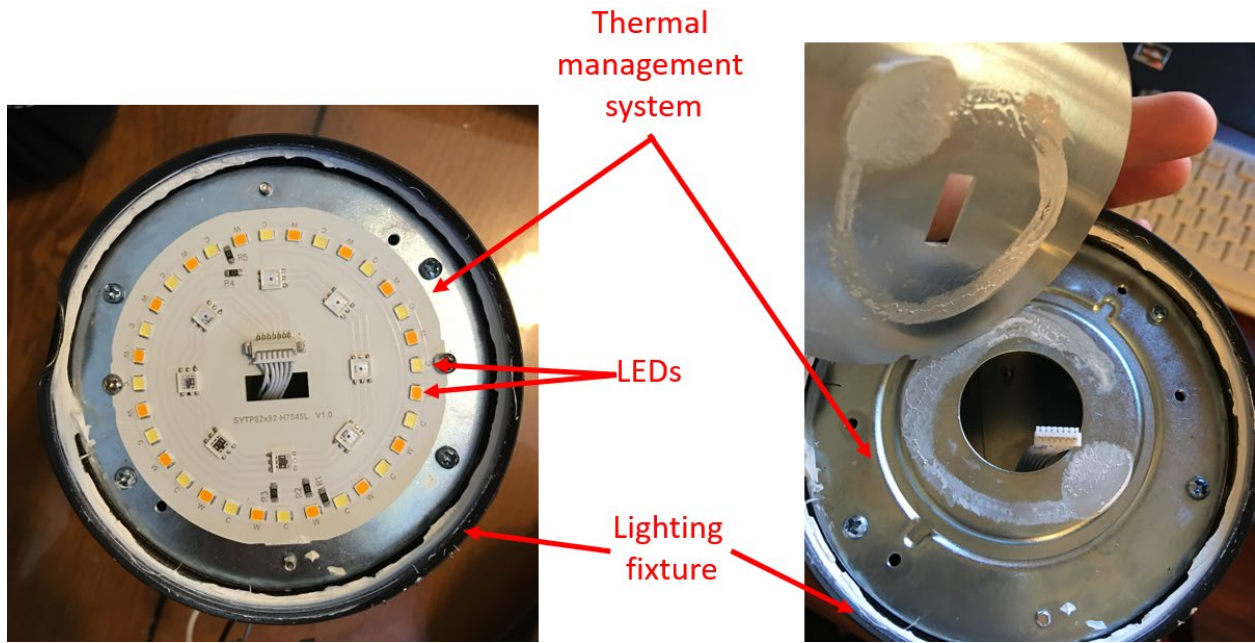


150. On information and belief, the Smart Wall Lights include an LED module mechanically enclosed by the lighting fixture, wherein the LED module includes at least one LED and a LED driver. For example, this limitation is shown below.

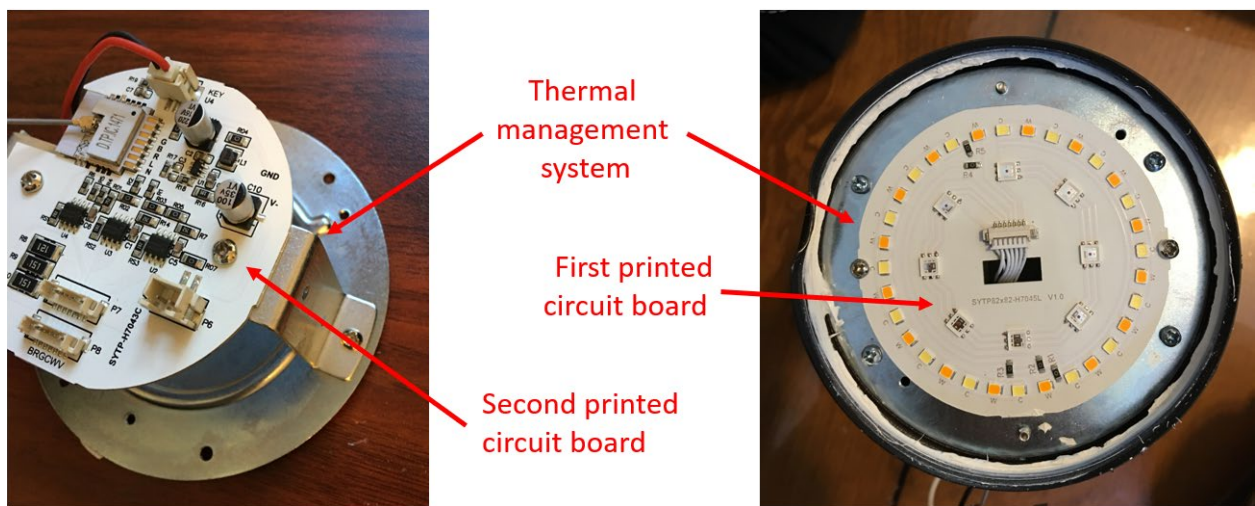




151. On information and belief, the Smart Wall Lights includes at least one LED mounted on a thermal management system in thermal communication with the lighting fixture to facilitate a heat transfer from the at least one LED to the lighting fixture. For example, this limitation is shown below.



152. On information and belief, the thermal management system of the Smart Wall Lights includes a first printed circuit board having the at least one LED mounted thereon and a second printed circuit board having at least a portion of the LED driver mounted thereon. For example, this limitation is shown below.



153. The full extent of Atomi's infringement is not presently known to Signify. On information and belief, Atomi has made and sold, or will make and sell, products under different names or part numbers that infringe the '902 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the '902 Patent that is infringed and each product that Signify is aware of that infringes the '902 Patent in accordance with the applicable scheduling order in this case.

154. On information and belief, Atomi has been aware of and has had notice of the '902 Patent and its infringement of the '902 Patent since at least December 16, 2022, when it received a letter from Signify informing it of the same.

155. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '902 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringed and continues to indirectly infringe at least claim 12 of the '902 Patent by active inducement under 35 U.S.C. § 271(b). Atomi has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '902 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Atomi has engaged in such conduct despite its knowledge that such conduct would and was intended to result in direct infringement by Atomi's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '902 Accused Products in the United States. Atomi has

performed and continues to perform these affirmative acts with knowledge of the '902 Patent and with knowledge and intent that such actions would induce infringement of the '902 Patent by Atomi's direct and indirect customers.

156. On information and belief, by continuing to make, use, sell, offer to sell an/or import the '902 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringed and continues to indirectly infringe at least claim 12 of the '902 Patent by contributorily infringing under 35 U.S.C. § 271(c). Atomi's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '902 Accused Products and components thereof, including the components identified above, in this District and elsewhere in the United States, contribute to Atomi's customers and end-users directly infringing the '902 Patent. The '902 Accused Products and components thereof, including the components identified above, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Atomi to be especially made or especially adapted for use in infringement of the '902 Patent.

157. On information and belief, Atomi has performed and continues to perform the above-identified acts of infringement with knowledge of the '902 Patent and with intent, or willful blindness, that they cause the direct or indirect infringement of the '902 Patent. Accordingly, Atomi's continued infringement of the '902 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

158. On information and belief, Signify has suffered and continues to suffer damages as a result of Atomi's infringement of the '902 Patent in an amount to be determined at trial.

159. On information and belief, Atomi's infringement of the '902 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless Atomi is enjoined by

this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '902 Patent.

160. On information and belief, and in light of the allegations above, including Atomi's willful infringement of the '902 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees incurred in prosecuting this action.

**COUNT SEVEN**

**(Infringement of U.S. Patent No. 9,188,318)**

161. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

162. On information and belief, Atomi has directly infringed and is directly infringing claims of the '318 Patent, including at least claim 1, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products, including, but not limited to, products substantially similar to the Smart WiFi LED Ceiling Light mapped below, and/or other products with substantially similar features (collectively, the "'318 Accused Products").

163. Signify names this exemplary infringing instrumentality to serve as notice of Atomi's infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the '318 Accused Products.

164. Claim 1 of the '318 Patent recites:

1. A light emitting diode (LED) down light retrofit fixture,  
comprising:

a mounting plate;

at least one fastening device, wherein the at least one fastening device mechanically couples the mounting plate to a base of an existing fixture;

and

a trim assembly comprising:

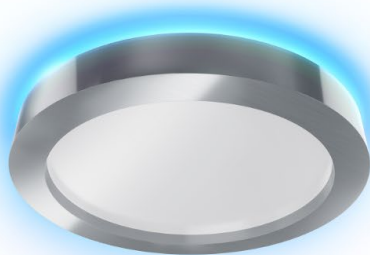
a light guide disposed within a frame; and

at least one LED light source mechanically coupled to the frame and positioned adjacent to a side of the light guide, wherein light generated by the at least one LED light source is directed into the side of the light guide and is redirected out of a surface of the light guide that is substantially orthogonal to the at least one LED light source.

165. On information and belief, and to the extent the preamble is limiting, the Smart WiFi LED Ceiling Light is a light emitting diode (LED) down light retrofit fixture. For example, this limitation is shown below.

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## Elegant home lighting



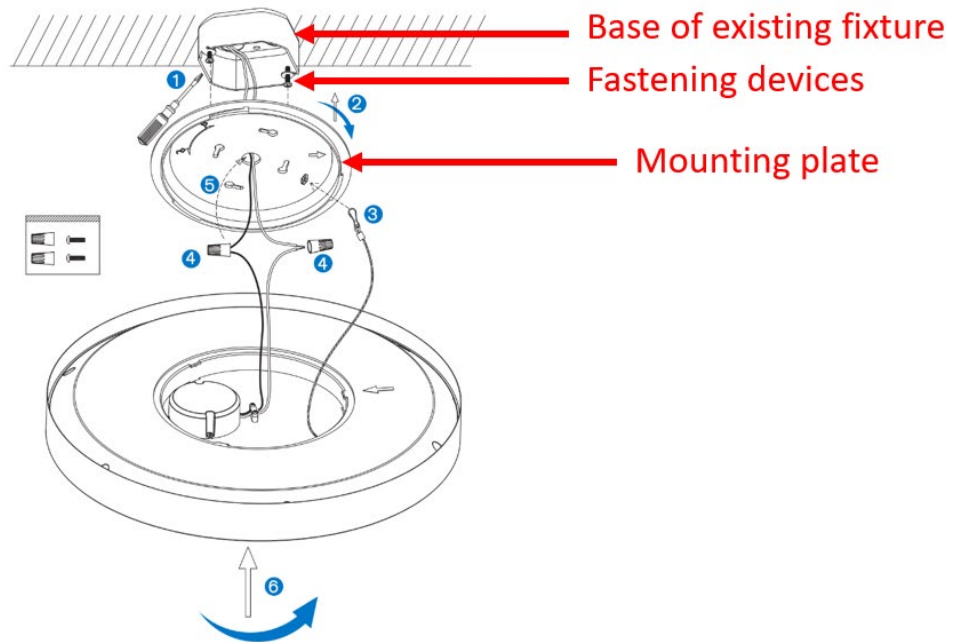
Beautifully and intelligently designed, the Atomi Smart LED Ceiling Light is easy to install and can be controlled remotely from your phone. It's more than a traditional ceiling light. In addition to the main LED light, it has a tunable White/RGB mood-light band that can be tuned to over 16 million different colors.

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<https://atomismart.com/products/smart-ceiling-light/>

166. On information and belief, the Smart WiFi LED Ceiling Light comprises a mounting plate and at least one fastening device, wherein the at least one fastening device mechanically couples the mounting plate to the base of an existing fixture. For example, this limitation is shown below.

Step 2: Follow the instructions below



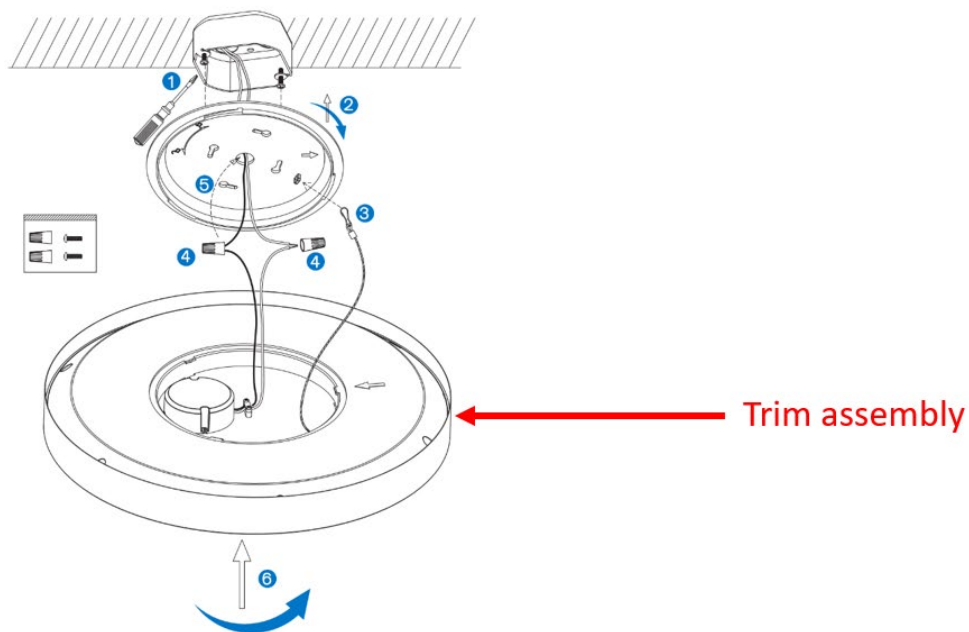
1. Mount **screws** into the junction box, leaving the screws half an inch long.
2. Pass the power wire through the hole of the base, and turn it clockwise to **lock the base in the junction box.**

<https://atomismart.com/helpCeilingLight/>

167. On information and belief, the Smart WiFi LED Ceiling Light comprises a trim assembly. For example, this limitation is shown below.

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Step 2: Follow the instructions below

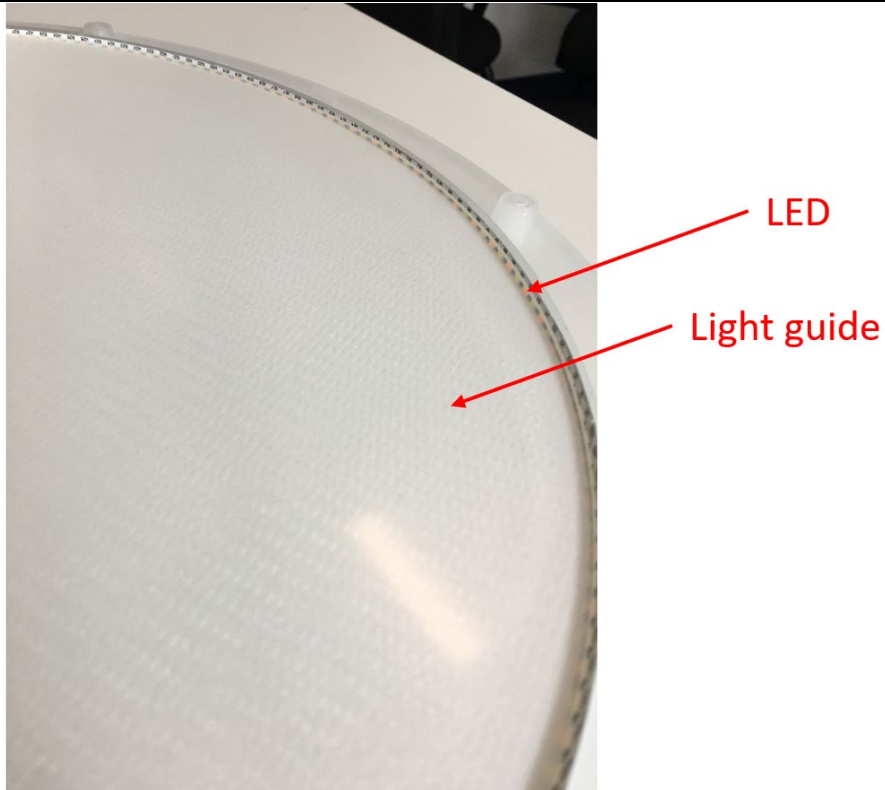


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<https://atomismart.com/helpCeilingLight/>

168. On information and belief, the trim assembly of the Smart WiFi LED Ceiling Light comprises a light guide disposed within a frame, and at least one LED light source mechanically coupled to the frame and positioned adjacent to a side of the light guide, wherein light generated by the at least one LED light source is directed into the side of the light guide and is redirected out of a surface of the light guide that is substantially orthogonal to the at least one LED light source. For example, this limitation is shown below.





169. The full extent of Atomi’s infringement is not presently known to Signify. On information and belief, Atomi has made and sold, or will make and sell, products under different names or part numbers that infringe the ’318 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the ’318 Patent that is infringed and each product that Signify is aware of that infringes the ’318 Patent in accordance with the applicable scheduling order in this case.

170. On information and belief, Atomi has been aware of and has had notice of the ’318 Patent and its infringement of the ’318 Patent since at least July 15, 2021, when it received a letter from Signify informing it of the same.

171. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '318 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringed and continues to indirectly infringe at least claim 1 of the '318 Patent by active inducement under 35 U.S.C. § 271(b). Atomi has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '318 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Atomi has engaged in such conduct despite its knowledge that such conduct would and was intended to result in direct infringement by Atomi's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '318 Accused Products in the United States. Atomi has performed and continues to perform these affirmative acts with knowledge of the '318 Patent and with knowledge and intent that such actions would induce infringement of the '318 Patent by Atomi's direct and indirect customers.

172. On information and belief, by continuing to make, use, sell, offer to sell an/or import the '318 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringed and continues to indirectly infringe at least claim 1 of the '318 Patent by contributorily infringing under 35 U.S.C. § 271(c). Atomi's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '318 Accused Products and components thereof, including the components identified above, in this District and elsewhere in the United States, contribute to Atomi's customers and end-users directly infringing the '318 Patent. The '318 Accused Products and components thereof, including the components identified above, are not staple articles or commodities of commerce, have no substantial non-infringing

uses, and are known by Atomi to be especially made or especially adapted for use in infringement of the '318 Patent.

173. On information and belief, Atomi has performed and continues to perform the above-identified acts of infringement with knowledge of the '318 Patent and with intent, or willful blindness, that they cause the direct or indirect infringement of the '318 Patent. Accordingly, Atomi's continued infringement of the '318 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

174. On information and belief, Signify has suffered and continues to suffer damages as a result of Atomi's infringement of the '318 Patent in an amount to be determined at trial.

175. On information and belief, Atomi's infringement of the '318 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless Atomi is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '318 Patent.

176. On information and belief, and in light of the allegations above, including Atomi's willful infringement of the '318 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees incurred in prosecuting this action.

### **COUNT EIGHT**

#### **(Infringement of U.S. Patent No. 9,674,907)**

177. Signify incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

178. On information and belief, Atomi has directly infringed and is directly infringing claims of the '907 Patent, including at least claim 8, in violation of 35 U.S.C. § 271(a) by manufacturing, using, offering to sell, selling, and/or importing infringing products, including, but

not limited to, products substantially similar to the Smart WiFi LED Floodlights mapped below, and/or other products with substantially similar features (collectively, the “’907 Accused Products”).

179. Signify names this exemplary infringing instrumentality to serve as notice of Atomi’s infringing acts, but Signify reserves the right to name additional infringing products, known to or learned by Signify or revealed during discovery, and include them in the definition of the ’907 Accused Products.

180. Claim 8 of the ’907 Patent recites:

8. An LED driver comprising:

a direct current (DC) power source configured to provide DC power across first and second lines;

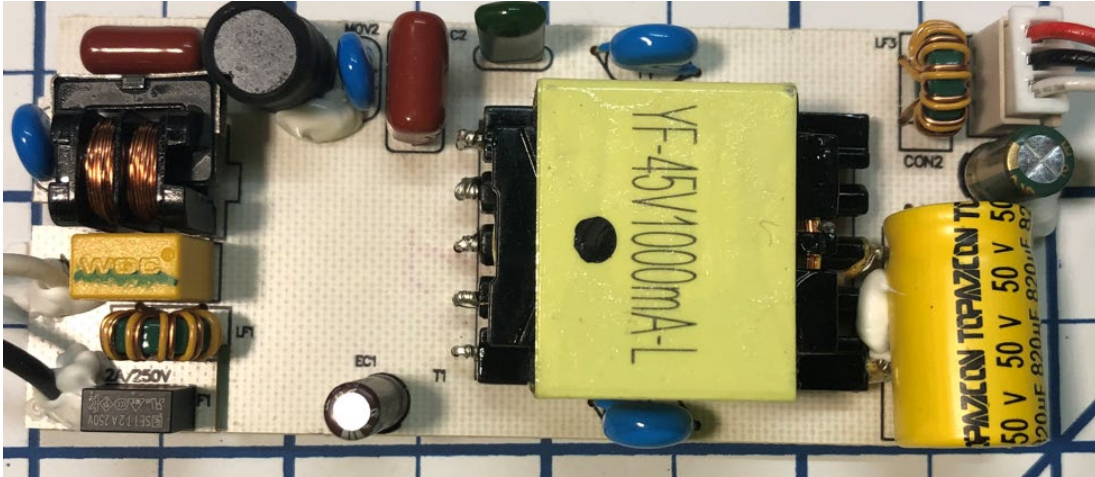
an energy storage element coupled across the first and second lines at an output end of the DC power source;

a power factor correction (PFC) circuit coupled in parallel with the energy storage element and across the first and second lines at the output end of the DC power source;

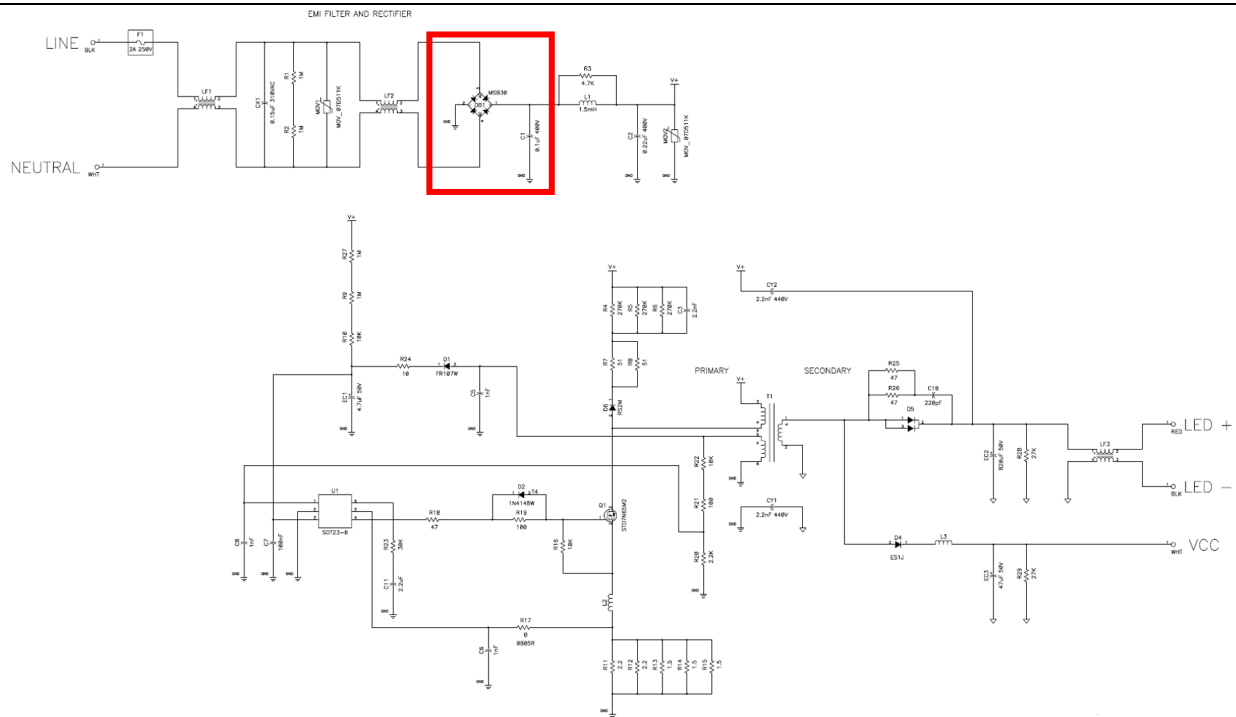
a surge protection circuit branch coupled in parallel with and between the energy storage element and the PFC circuit; and

wherein the surge protection circuit branch comprises a variable impedance device coupled to the first line, and configured to form a high impedance path during normal operating conditions and further configured in response to a surge condition with respect to excess energy across the energy storage element to form a low impedance path.

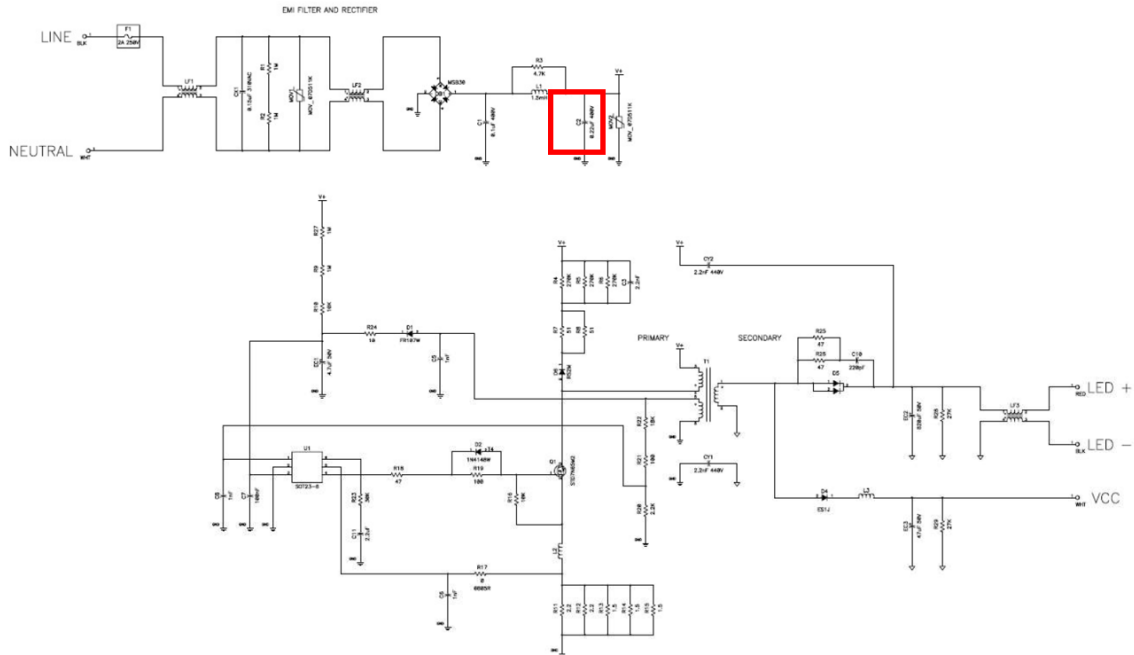
181. On information and belief, and to the extent the preamble is limiting, the Smart WiFi LED Floodlights include an LED driver. For example, this limitation is shown below.



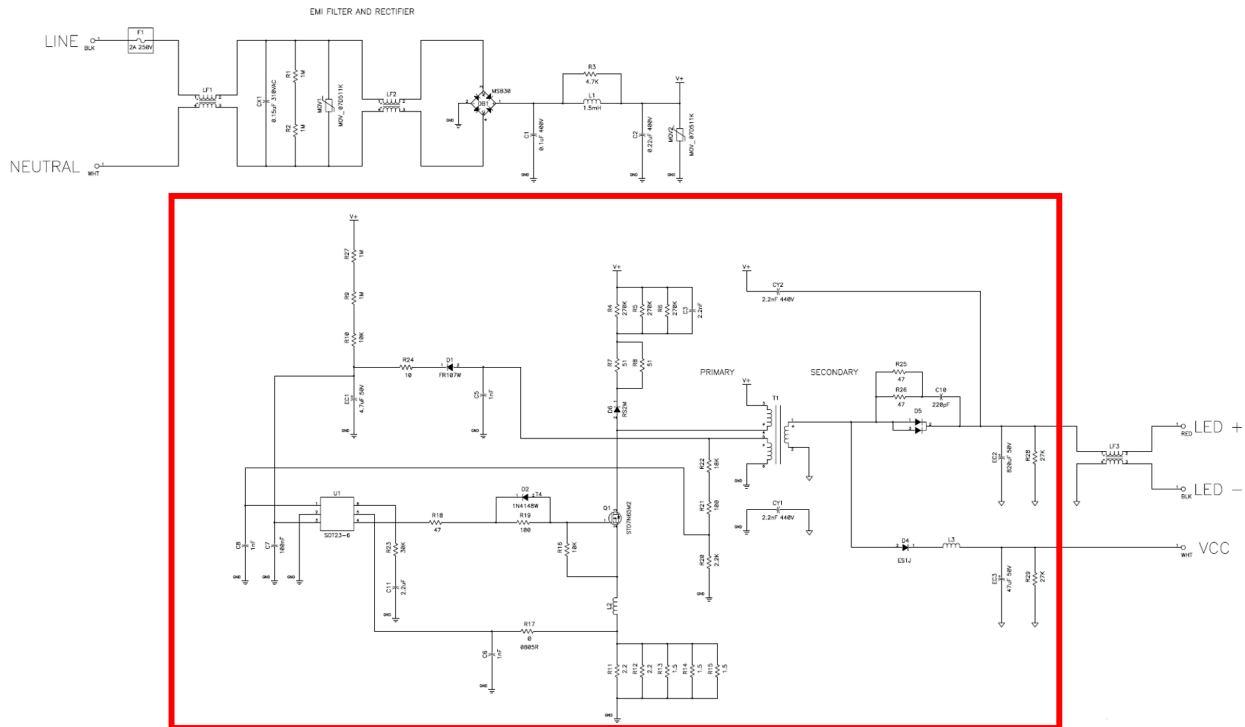
182. On information and belief, the Smart WiFi LED Floodlights include a direct current (DC) power source configured to provide DC power across first and second lines. For example, this limitation is shown in the schematic below.



183. On information and belief, the Smart WiFi LED Floodlights include an energy storage element coupled across the first and second lines at an output end of the DC power source. For example, this limitation is shown in the schematic below.

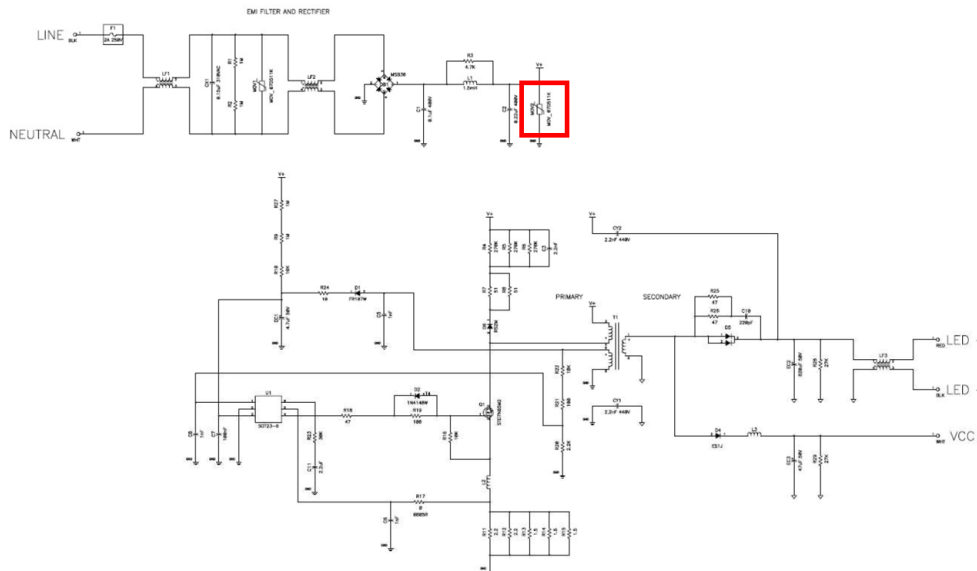


184. On information and belief, the Smart WiFi LED Floodlights include a power factor correction (PFC) circuit coupled in parallel with the energy storage element and across the first and second lines at the output end of the DC power source. For example, this limitation is shown below.



185. On information and belief, the Smart WiFi LED Floodlights include a surge protection circuit branch coupled in parallel with and between the energy storage element and the

PFC circuit, wherein the surge protection circuit branch comprises a variable impedance device coupled to the first line, and configured to form a high impedance path during normal operating conditions and further configured in response to a surge condition with respect to excess energy across the energy storage element to form a low impedance path. For example, this limitation is shown in the annotated schematics below.



186. In addition, on information and belief, the varistor MOV\_07D511K is a variable impedance device that is configured to form a high impedance path during normal operating conditions and further configured in response to a surge condition with respect to excess energy across the energy storage element to form a low impedance path. *See Ex. 10.*

187. The full extent of Atomi's infringement is not presently known to Signify. On information and belief, Atomi has made and sold, or will make and sell, products under different names or part numbers that infringe the '907 Patent in a similar manner. Signify makes this preliminary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment,



supplement, and revise its identifications based on additional information obtained through discovery or otherwise. Signify will identify each claim of the '907 Patent that is infringed and each product that Signify is aware of that infringes the '907 Patent in accordance with the applicable scheduling order in this case.

188. On information and belief, Atomi has been aware of and has had notice of the '907 Patent and its infringement of the '907 Patent since at least October 25, 2024, when it received a letter from Signify informing it of the same.

189. On information and belief, by continuing to make, use, sell, offer to sell and/or import the '907 Accused Products on or after Atomi first had notice of Signify's allegations of infringement, Atomi indirectly infringed and continues to indirectly infringe at least claim 1 of the '907 Patent by active inducement under 35 U.S.C. § 271(b). Atomi has done so by acts including but not limited to (1) selling such products including features that—when used or resold—infringe, either literally or under the doctrine of equivalents, the '907 Patent; (2) marketing the infringing capabilities of such products; and (3) providing instructions, technical support, and other support and encouragement for the infringing use of such products. Atomi has engaged in such conduct despite its knowledge that such conduct would and was intended to result in direct infringement by Atomi's direct and indirect customers, including the making, using, selling, offering for sale and/or importation of the '907 Accused Products in the United States. Atomi has performed and continues to perform these affirmative acts with knowledge of the '907 Patent and with knowledge and intent that such actions would induce infringement of the '907 Patent by Atomi's direct and indirect customers.

190. On information and belief, by continuing to make, use, sell, offer to sell an/or import the '907 Accused Products on or after Atomi first had notice of Signify's allegations of

infringement, Atomi indirectly infringed and continues to indirectly infringe at least claim 8 of the '907 Patent by contributorily infringing under 35 U.S.C. § 271(c). Atomi's affirmative acts of manufacturing, selling, offering for sale, and/or importing the '907 Accused Products and components thereof, including the components identified above, in this District and elsewhere in the United States, contribute to Atomi's customers and end-users directly infringing the '907 Patent. The '907 Accused Products and components thereof, including the components identified above, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by Atomi to be especially made or especially adapted for use in infringement of the '907 Patent.

191. On information and belief, Atomi has performed and continues to perform the above-identified acts of infringement with knowledge of the '907 Patent and with intent, or willful blindness, that they cause the direct or indirect infringement of the '907 Patent. Accordingly, Atomi's continued infringement of the '907 Patent is willful and deliberate, entitling Signify to increased damages under 35 U.S.C. § 284.

192. On information and belief, Signify has suffered and continues to suffer damages as a result of Atomi's infringement of the '907 Patent in an amount to be determined at trial.

193. On information and belief, Atomi's infringement of the '907 Patent is causing irreparable harm for which Signify has no adequate remedy at law unless Atomi is enjoined by this Court. Under 35 U.S.C. § 283, Signify is entitled to a permanent injunction against further infringement of the '907 Patent.

194. On information and belief, and in light of the allegations above, including Atomi's willful infringement of the '907 Patent, this case is exceptional under 35 U.S.C. § 285, entitling Signify to costs and attorneys' fees incurred in prosecuting this action.

**DEMAND FOR A JURY TRIAL**

Signify hereby demands trial by jury on all claims and issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Signify prays for the following judgments and relief:

- (a) A judgment that Atomi has infringed and is infringing the Patents-in-Suit;
- (b) A permanent injunction against Atomi and its affiliates, subsidiaries, assignees, employees, agents or anyone acting in privity or concert from infringing the Patents-in-Suit, including enjoining the making, offering to sell, selling, using, or importing into the United States products claimed in any of the claims of the Patents-in-Suit; using or performing methods claimed in any of the claims of the Patents-in-Suit; inducing others to use and perform methods that infringe any claim of the Patents-in-Suit; or contributing to others using and performing methods that infringe any claim of the Patents-in-Suit, until the expiration of the Patents-in-Suit;
- (c) A judgment that Atomi's infringement of the Patents-in-Suit was willful and that Atomi's continued infringement of the Patents-in-Suit is willful;
- (d) An award of damages adequate to compensate Signify for Atomi's patent infringement, and an accounting to adequately compensate Signify for the infringement, including, but not limited to, lost profits and/or a reasonable royalty;
- (e) An award of pre-judgment and post-judgment interest at the maximum rate allowed by law;
- (f) An award of damages for willful infringement;
- (g) An order finding that this is an exceptional case and awarding Signify its costs, expenses, disbursements, and reasonable attorneys' fees related to Atomi's patent infringement under 35 U.S.C. § 285 and all other applicable statutes, rules and common law; and

(h) Such other further relief, in law or equity, as this Court deems just and proper.

/s/ CHRISTOPHER L. MCARDLE

Christopher L. McArdle  
Jennifer Cieluch  
ALSTON & BIRD LLP  
90 Park Avenue, Suite 1200  
New York, NY 10016  
(212) 210-9400  
chris.mcardle@alston.com

Adam D. Swain (phv application to be filed)  
ALSTON & BIRD LLP  
950 F. Street, NW  
Washington, D.C. 20004-1404  
(202) 239-3300  
adam.swain@alston.com

Joshua Weeks (phv application to be filed)  
ALSTON & BIRD LLP  
1201 West Peachtree Street  
Atlanta, GA 30309  
(404) 881-7405  
joshua.weeks@alston.com

*Attorneys for Plaintiff Signify Holding B.V.*