

1 Michael K. Friedland (SBN 157,217)  
mfriedland@knobbe.com  
2 Ali S. Razai (SBN 246,922)  
ali.razai@knobbe.com  
3 Samantha Y. Hsu (SBN 285,853)  
samantha.hsu@knobbe.com  
4 KNOBBE, MARTENS, OLSON & BEAR LLP  
2040 Main Street  
5 Fourteenth Floor  
Irvine, CA 92614  
6 Phone: (949) 760-0404  
Facsimile: (949) 760-9502  
7  
8 Attorneys for Plaintiff  
OAKLEY, INC.  
9

10  
11 IN THE UNITED STATES DISTRICT COURT  
12 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

13 '14CV0358 BTM DHB

14 OAKLEY, INC., a Washington  
15 corporation,

16 Plaintiff,

17 v.

18 SUNSCAPE EYEWEAR, INC., a  
19 California corporation,

20 Defendant.  
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) Civil Action No.

) **COMPLAINT FOR PATENT  
INFRINGEMENT**

) **DEMAND FOR JURY TRIAL**

1 Plaintiff Oakley, Inc. (“Oakley”) hereby complains of Defendant  
2 Sunscape Eyewear, Inc. and alleges as follows:

3 **I. THE PARTIES**

4 1. Plaintiff Oakley is a corporation organized and existing under the  
5 laws of the State of Washington, having its principal place of business at One  
6 Icon, Foothill Ranch, California 92610.

7 2. Plaintiff is informed and believes, and thereon alleges, that  
8 Defendant Sunscape Eyewear, Inc. is a corporation organized and existing under  
9 the laws of the state of California, having its principal place of business at  
10 17526 Von Karman Avenue, Irvine, California 92614.

11 3. Oakley is informed and believes, and thereon alleges, that  
12 Defendant regularly conducts business in, and has committed the acts alleged  
13 herein, within this judicial district.

14 **II. JURISDICTION AND VENUE**

15 4. This is an action for patent infringement arising under the patent  
16 laws of the United States, 35 U.S.C. §§ 271 and 281.

17 5. This Court has subject matter jurisdiction over this action pursuant  
18 to 28 U.S.C. §§ 1331 and 1338, as it arises under the patent laws of the United  
19 States.

20 6. This Court has personal jurisdiction over Defendant because  
21 Defendant has a continuous, systematic, and substantial presence within this  
22 judicial district including by selling and offering for sale infringing products in  
23 this judicial district, and by committing acts of patent infringement in this  
24 judicial district, including but not limited to selling infringing eyewear directly  
25 to consumers and/or retailers in this district and selling into the stream of  
26 commerce knowing such eyewear products would be sold in California and this  
27 district, which acts form a substantial part of the events or omissions giving rise  
28 to Oakley’s claim.



1           13.    On November 29, 2011, the U.S.P.T.O. duly and lawfully issued  
2 United States Design Patent No. D649,579 (“the D579 Patent”), entitled  
3 “EYEGLASS.” Oakley is the owner by assignment of all right, title, and  
4 interest in the D579 Patent. A true and correct copy of the D579 Patent is  
5 attached hereto as Exhibit E.

6           14.    On March 18, 2008, the U.S.P.T.O. duly and lawfully issued  
7 United States Design Patent No. D564,571 (“the D571 Patent”), entitled  
8 “EYEGLASS AND EYEGLASS COMPONENTS.” Oakley is the owner by  
9 assignment of all right, title, and interest in the D571 Patent. A true and correct  
10 copy of the D571 Patent is attached hereto as Exhibit F.

11           15.    On July 31, 2007, the U.S.P.T.O. duly and lawfully issued United  
12 States Design Patent No. D547,794 (“the D794 Patent”), entitled  
13 “EYEGLASSES.” Oakley is the owner by assignment of all right, title, and  
14 interest in the D794 Patent. A true and correct copy of the D794 Patent is  
15 attached hereto as Exhibit G.

16           16.    On November 6, 2007, the U.S.P.T.O. duly and lawfully issued  
17 United States Design Patent No. D554,689 (“the D689 Patent”), entitled  
18 “EYEGLASS FRAME.” Oakley is the owner by assignment of all right, title,  
19 and interest in the D689 Patent. A true and correct copy of the D689 Patent is  
20 attached hereto as Exhibit H.

21           17.    On December 4, 2007, the U.S.P.T.O. duly and lawfully issued  
22 United States Design Patent No. D556,818 (“the D818 Patent”), entitled  
23 “EYEGLASS COMPONENTS.” Oakley is the owner by assignment of all  
24 right, title, and interest in the D818 Patent. A true and correct copy of the D818  
25 Patent is attached hereto as Exhibit I.

26           18.    On December 11, 2007, the U.S.P.T.O. duly and lawfully issued  
27 United States Design Patent No. D557,326 (“the D326 Patent”), entitled  
28 “EYEGLASS COMPONENTS.” Oakley is the owner by assignment of all

1 right, title, and interest in the D326 Patent. A true and correct copy of the D326  
2 Patent is attached hereto as Exhibit J.

3 19. On June 1, 2010, the U.S.P.T.O. duly and lawfully issued United  
4 States Design Patent No. D616,919 (“the D919 Patent”), entitled “EYEGLASS  
5 FRONT.” Oakley is the owner by assignment of all right, title, and interest in  
6 the D919 Patent. A true and correct copy of the D919 Patent is attached hereto  
7 as Exhibit K.

8 20. On February 23, 2010, the U.S.P.T.O. duly and lawfully issued  
9 United States Design Patent No. D610,604 (“the D604 Patent”), entitled  
10 “EYEGLASS AND EYEGLASS COMPONENTS.” Oakley is the owner by  
11 assignment of all right, title, and interest in the D604 Patent. A true and correct  
12 copy of the D604 Patent is attached hereto as Exhibit L.

13 21. On August 3, 2010, the U.S.P.T.O. duly and lawfully issued United  
14 States Design Patent No. D620,970 (“the D970 Patent”), entitled “EYEGLASS  
15 COMPONENT.” Oakley is the owner by assignment of all right, title, and  
16 interest in the D970 Patent. A true and correct copy of the D970 Patent is  
17 attached hereto as Exhibit M.

18 22. Defendant manufactures, uses, sells, offers for sale and/or imports  
19 into the United States eyewear that infringe Oakley’s patent rights.

20 23. Oakley has provided the public with constructive notice of its  
21 patent rights by marking its products in compliance with 35 U.S.C. § 287.

22 **IV. FIRST CLAIM FOR RELIEF**

23 (Patent Infringement)  
24 (35 U.S.C. § 271)

25 24. Oakley repeats and re-alleges the allegations of paragraphs 1-23 of  
26 this Complaint as if set forth fully herein.

27 25. This is a claim for patent infringement under 35 U.S.C. § 271.

28 26. Defendant, through its agents, employees and servants, has, and

1 continues to, knowingly, intentionally and willfully infringe the D375 Patent by  
2 making, using, selling, offering for sale and/or importing eyewear that is  
3 covered by the claim of the D375 Patent, including, for example, the product  
4 shown in Exhibit N.

5 27. Defendant's acts of infringement of the D375 Patent were  
6 undertaken without permission or license from Oakley. Defendant had  
7 knowledge of the D375 Patent and its actions constitute willful and intentional  
8 infringement of the D375 Patent. Defendant infringed the D375 Patent with  
9 reckless disregard of Oakley's patent rights. Defendant knew, or it was so  
10 obvious that Defendant should have known, that its actions constituted  
11 infringement of the D375 Patent. Defendant's acts of infringement of the D375  
12 Patent were not consistent with the standards for its industry.

13 28. Defendant, through its agents, employees and servants, has, and  
14 continues to, knowingly, intentionally and willfully infringe the D444 Patent by  
15 making, using, selling, offering for sale and/or importing eyewear that is  
16 covered by the claim of the D444 Patent, including, for example, the product  
17 shown in Exhibit O.

18 29. Defendant's acts of infringement of the D444 Patent were  
19 undertaken without permission or license from Oakley. Defendant had  
20 knowledge of the D444 Patent and its actions constitute willful and intentional  
21 infringement of the D444 Patent. Defendant infringed the D444 Patent with  
22 reckless disregard of Oakley's patent rights. Defendant knew, or it was so  
23 obvious that Defendant should have known, that its actions constituted  
24 infringement of the D444 Patent. Defendant's acts of infringement of the D444  
25 Patent were not consistent with the standards for its industry.

26 30. Defendant, through its agents, employees and servants, has, and  
27 continues to, knowingly, intentionally and willfully infringe the D443 Patent by  
28 making, using, selling, offering for sale and/or importing eyewear that is

1 covered by the claim of the D443 Patent, including, for example, the product  
2 shown in Exhibit O.

3 31. Defendant's acts of infringement of the D443 Patent were  
4 undertaken without permission or license from Oakley. Defendant had  
5 knowledge of the D443 Patent and its actions constitute willful and intentional  
6 infringement of the D443 Patent. Defendant infringed the D443 Patent with  
7 reckless disregard of Oakley's patent rights. Defendant knew, or it was so  
8 obvious that Defendant should have known, that its actions constituted  
9 infringement of the D443 Patent. Defendant's acts of infringement of the D443  
10 Patent were not consistent with the standards for its industry.

11 32. Defendant, through its agents, employees and servants, has, and  
12 continues to, knowingly, intentionally and willfully infringe the D412 Patent by  
13 making, using, selling, offering for sale and/or importing eyewear that is  
14 covered by the claim of the D412 Patent, including, for example, the product  
15 shown in Exhibit O.

16 33. Defendant's acts of infringement of the D412 Patent were  
17 undertaken without permission or license from Oakley. Defendant had  
18 knowledge of the D412 Patent and its actions constitute willful and intentional  
19 infringement of the D412 Patent. Defendant infringed the D412 Patent with  
20 reckless disregard of Oakley's patent rights. Defendant knew, or it was so  
21 obvious that Defendant should have known, that its actions constituted  
22 infringement of the D412 Patent. Defendant's acts of infringement of the D412  
23 Patent were not consistent with the standards for its industry.

24 34. Defendant, through its agents, employees and servants, has, and  
25 continues to, knowingly, intentionally and willfully infringe the D579 Patent by  
26 making, using, selling, offering for sale and/or importing eyewear that is  
27 covered by the claim of the D579 Patent, including, for example, the product  
28 shown in Exhibit P.

1           35. Defendant's acts of infringement of the D579 Patent were  
2 undertaken without permission or license from Oakley. Defendant had  
3 knowledge of the D579 Patent and its actions constitute willful and intentional  
4 infringement of the D579 Patent. Defendant infringed the D579 Patent with  
5 reckless disregard of Oakley's patent rights. Defendant knew, or it was so  
6 obvious that Defendant should have known, that its actions constituted  
7 infringement of the D579 Patent. Defendant's acts of infringement of the D579  
8 Patent were not consistent with the standards for its industry.

9           36. Defendant, through its agents, employees and servants, has, and  
10 continues to, knowingly, intentionally and willfully infringe the D571 Patent by  
11 making, using, selling, offering for sale and/or importing eyewear that is  
12 covered by the claim of the D571 Patent, including, for example, the product  
13 shown in Exhibit Q.

14           37. Defendant's acts of infringement of the D571 Patent were  
15 undertaken without permission or license from Oakley. Defendant had  
16 knowledge of the D571 Patent and its actions constitute willful and intentional  
17 infringement of the D571 Patent. Defendant infringed the D571 Patent with  
18 reckless disregard of Oakley's patent rights. Defendant knew, or it was so  
19 obvious that Defendant should have known, that its actions constituted  
20 infringement of the D571 Patent. Defendant's acts of infringement of the D571  
21 Patent were not consistent with the standards for its industry.

22           38. Defendant, through its agents, employees and servants, has, and  
23 continues to, knowingly, intentionally and willfully infringe the D794 Patent by  
24 making, using, selling, offering for sale and/or importing eyewear that is  
25 covered by the claim of the D794 Patent, including, for example, the product  
26 shown in Exhibit R.

27           39. Defendant's acts of infringement of the D794 Patent were  
28 undertaken without permission or license from Oakley. Defendant had

1 knowledge of the D794 Patent and its actions constitute willful and intentional  
2 infringement of the D794 Patent. Defendant infringed the D794 Patent with  
3 reckless disregard of Oakley's patent rights. Defendant knew, or it was so  
4 obvious that Defendant should have known, that its actions constituted  
5 infringement of the D794 Patent. Defendant's acts of infringement of the D794  
6 Patent were not consistent with the standards for its industry.

7 40. Defendant, through its agents, employees and servants, has, and  
8 continues to, knowingly, intentionally and willfully infringe the D689 Patent by  
9 making, using, selling, offering for sale and/or importing eyewear that is  
10 covered by the claim of the D689 Patent, including, for example, the product  
11 shown in Exhibit R.

12 41. Defendant's acts of infringement of the D689 Patent were  
13 undertaken without permission or license from Oakley. Defendant had  
14 knowledge of the D689 Patent and its actions constitute willful and intentional  
15 infringement of the D689 Patent. Defendant infringed the D689 Patent with  
16 reckless disregard of Oakley's patent rights. Defendant knew, or it was so  
17 obvious that Defendant should have known, that its actions constituted  
18 infringement of the D689 Patent. Defendant's acts of infringement of the D689  
19 Patent were not consistent with the standards for its industry.

20 42. Defendant, through its agents, employees and servants, has, and  
21 continues to, knowingly, intentionally and willfully infringe the D818 Patent by  
22 making, using, selling, offering for sale and/or importing eyewear that is  
23 covered by the claim of the D818 Patent, including, for example, the product  
24 shown in Exhibit R.

25 43. Defendant's acts of infringement of the D818 Patent were  
26 undertaken without permission or license from Oakley. Defendant had  
27 knowledge of the D818 Patent and its actions constitute willful and intentional  
28 infringement of the D818 Patent. Defendant infringed the D818 Patent with

1 reckless disregard of Oakley's patent rights. Defendant knew, or it was so  
2 obvious that Defendant should have known, that its actions constituted  
3 infringement of the D818 Patent. Defendant's acts of infringement of the D818  
4 Patent were not consistent with the standards for its industry.

5 44. Defendant, through its agents, employees and servants, has, and  
6 continues to, knowingly, intentionally and willfully infringe the D326 Patent by  
7 making, using, selling, offering for sale and/or importing eyewear that is  
8 covered by the claim of the D326 Patent, including, for example, the product  
9 shown in Exhibit S.

10 45. Defendant's acts of infringement of the D326 Patent were  
11 undertaken without permission or license from Oakley. Defendant had  
12 knowledge of the D326 Patent and its actions constitute willful and intentional  
13 infringement of the D326 Patent. Defendant infringed the D326 Patent with  
14 reckless disregard of Oakley's patent rights. Defendant knew, or it was so  
15 obvious that Defendant should have known, that its actions constituted  
16 infringement of the D326 Patent. Defendant's acts of infringement of the D326  
17 Patent were not consistent with the standards for its industry.

18 46. Defendant, through its agents, employees and servants, has, and  
19 continues to, knowingly, intentionally and willfully infringe the D919 Patent by  
20 making, using, selling, offering for sale and/or importing eyewear that is  
21 covered by the claim of the D919 Patent, including, for example, the product  
22 shown in Exhibit T.

23 47. Defendant's acts of infringement of the D919 Patent were  
24 undertaken without permission or license from Oakley. Defendant had  
25 knowledge of the D919 Patent and its actions constitute willful and intentional  
26 infringement of the D919 Patent. Defendant infringed the D919 Patent with  
27 reckless disregard of Oakley's patent rights. Defendant knew, or it was so  
28 obvious that Defendant should have known, that its actions constituted

1 infringement of the D919 Patent. Defendant's acts of infringement of the D919  
2 Patent were not consistent with the standards for its industry.

3 48. Defendant, through its agents, employees and servants, has, and  
4 continues to, knowingly, intentionally and willfully infringe the D604 Patent by  
5 making, using, selling, offering for sale and/or importing eyewear that is  
6 covered by the claim of the D604 Patent, including, for example, the product  
7 shown in Exhibit T.

8 49. Defendant's acts of infringement of the D604 Patent were  
9 undertaken without permission or license from Oakley. Defendant had  
10 knowledge of the D604 Patent and its actions constitute willful and intentional  
11 infringement of the D604 Patent. Defendant infringed the D604 Patent with  
12 reckless disregard of Oakley's patent rights. Defendant knew, or it was so  
13 obvious that Defendant should have known, that its actions constituted  
14 infringement of the D604 Patent. Defendant's acts of infringement of the D604  
15 Patent were not consistent with the standards for its industry.

16 50. Defendant, through its agents, employees and servants, has, and  
17 continues to, knowingly, intentionally and willfully infringe the D970 Patent by  
18 making, using, selling, offering for sale and/or importing eyewear that is  
19 covered by the claim of the D970 Patent, including, for example, the product  
20 shown in Exhibit T.

21 51. Defendant's acts of infringement of the D970 Patent were  
22 undertaken without permission or license from Oakley. Defendant had  
23 knowledge of the D970 Patent and its actions constitute willful and intentional  
24 infringement of the D970 Patent. Defendant infringed the D970 Patent with  
25 reckless disregard of Oakley's patent rights. Defendant knew, or it was so  
26 obvious that Defendant should have known, that its actions constituted  
27 infringement of the D970 Patent. Defendant's acts of infringement of the D970  
28 Patent were not consistent with the standards for its industry.

1           52. As a direct and proximate result of Defendant's acts of  
2 infringement, Defendant has derived and received gains, profits, and advantages  
3 in an amount that is not presently known to Oakley.

4           53. Pursuant to 35 U.S.C. § 284, Oakley is entitled to damages for  
5 Defendant's infringing acts and treble damages together with interests and costs  
6 as fixed by this Court.

7           54. Pursuant to 35 U.S.C. § 285, Oakley is entitled to reasonable  
8 attorneys' fees for the necessity of bringing this claim.

9           55. Pursuant to 35 U.S.C. § 289, Oakley is entitled to Defendant's total  
10 profits from Defendant's infringement.

11           56. Due to the aforesaid infringing acts, Oakley has suffered great and  
12 irreparable injury, for which Oakley has no adequate remedy at law.

13           57. Defendant will continue to infringe the D375 Patent, D444 Patent,  
14 D443 Patent, D412 Patent, D571 Patent, D579 Patent, D794 Patent, D689  
15 Patent, D818 Patent, D326 Patent, D919 Patent, D604 Patent, and D970 Patent  
16 to the great and irreparable injury of Oakley, unless enjoined by this Court.

17           **WHEREFORE**, Oakley prays for judgment in its favor against  
18 Defendant for the following relief:

19           A. That the D375 Patent, D444 Patent, D443 Patent, D412 Patent,  
20 D571 Patent, D579 Patent, D794 Patent, D689 Patent, D818 Patent, D326  
21 Patent, D919 Patent, D604 Patent, and D970 Patent each be deemed valid and  
22 willfully infringed by Defendant under 35 U.S.C. § 271;

23           B. A preliminary and permanent injunction enjoining Defendant, its  
24 respective officers, directors, agents, servants, employees and attorneys, and  
25 those persons in active concert or participation with Defendant, from infringing  
26 the D375 Patent, D444 Patent, D443 Patent, D412 Patent, D571 Patent, D579  
27 Patent, D794 Patent, D689 Patent, D818 Patent, D326 Patent, D919 Patent,  
28 D604 Patent, and D970 Patent in violation of 35 U.S.C. § 271;

1 C. That Defendant account for all gains, profits, and advantages  
2 derived by Defendant's infringement of the D375 Patent, D444 Patent, D443  
3 Patent, D412 Patent, D571 Patent, D579 Patent, D794 Patent, D689 Patent,  
4 D818 Patent, D326 Patent, D919 Patent, D604 Patent, and D970 Patent in  
5 violation of 35 U.S.C. § 271, and that Defendant pay to Oakley all damages  
6 suffered by Oakley and/or Defendant's total profit from such infringement  
7 pursuant to 35 U.S.C. § 289;

8 D. An Order for a trebling of damages and/or exemplary damages  
9 because of Defendant's willful conduct pursuant to 35 U.S.C. § 284;

10 E. An Order adjudging that this is an exceptional case;

11 F. An award to Oakley of the attorney fees, expenses, and costs  
12 incurred by Oakley in connection with this action pursuant to 35 U.S.C. § 285;

13 G. An award of pre-judgment and post-judgment interest and costs of  
14 this action against Defendant;

15 H. That Oakley have and recover the costs of this civil action,  
16 including reasonable attorneys' fees;

17 I. An award of pre-judgment and post-judgment interest and costs of  
18 this action against Defendant; and,

19 J. Such other and further relief as this Court may deem just and  
20 proper.

21 Respectfully submitted,

22 KNOBBE, MARTENS, OLSON & BEAR, LLP  
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24

25 Dated: February 14, 2014

By: /s/ Ali S. Razai

26 Michael K. Friedland  
27 Ali S. Razai  
28 Samantha Y. Hsu

Attorneys for Plaintiff  
OAKLEY, INC.

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**DEMAND FOR JURY TRIAL**

Plaintiff Oakley, Inc. hereby demands a trial by jury on all issues so triable.

Respectfully submitted,  
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: February 14, 2014 By: /s/ Ali S. Razai  
Michael K. Friedland  
Ali S. Razai  
Samantha Y. Hsu  
  
Attorneys for Plaintiff  
OAKLEY, INC.

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