

1 Michael K. Friedland (SBN 157,217)  
michael.friedland@knobbe.com  
2 Lauren Keller Katzenellenbogen (SBN 223,370)  
lauren.katzenellenbogen@knobbe.com  
3 Ali S. Razai (SBN 246,922)  
ali.razai@knobbe.com  
4 James F. Smith (SBN 313,015)  
james.smith@knobbe.com  
5 **KNOBBE, MARTENS, OLSON & BEAR, LLP**  
2040 Main Street, Fourteenth Floor  
6 Irvine, CA 92614  
Telephone: (949) 760-0404  
7 Facsimile: (949) 760-9502

8 Attorneys for Plaintiff  
**OAKLEY, INC.**

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

OAKLEY, INC. a Washington corporation,	)	Civil Action No. 8:18-CV-00453
Plaintiff,	)	
v.	)	<b>COMPLAINT FOR PATENT INFRINGEMENT</b>
GT SUNGLASSES CORPORATION, a California corporation,	)	<b>DEMAND FOR JURY TRIAL</b>
Defendant.	)	

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

3 **JURISDICTION AND VENUE**

4 1. This Court has original subject matter jurisdiction over the claims  
5 in this action pursuant to 35 U.S.C. §§ 271 and 281, 28 U.S.C. §§ 1331 and  
6 1338, as these claims arise under the laws of the United States.

7 2. This Court has personal jurisdiction over Defendant because  
8 Defendant has a continuous, systematic, and substantial presence within this  
9 judicial district including by selling and offering for sale infringing products in  
10 this judicial district, and by committing acts of patent and trade dress  
11 infringement in this judicial district, including but not limited to selling  
12 infringing eyewear directly to consumers and/or retailers in this district and  
13 selling into the stream of commerce knowing such products would be sold in  
14 California and this district, which acts form a substantial part of the events or  
15 omissions giving rise to Oakley’s claim.

16 3. Oakley is informed and believes, and thereon alleges, that venue is  
17 proper in this judicial district under 28 U.S.C. § 1400(b) because Defendant is a  
18 resident in this judicial district, and Defendant has committed acts of  
19 infringement in this district and has a regular established place of business in  
20 this district.

21 **THE PARTIES**

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

25 5. Oakley is informed and believes, and thereon alleges, that  
26 Defendant GT Sunglasses Corporation is a corporation organized and existing  
27 under the laws of the State of California, having its principal place of business  
28 at 11823 East Slason Avenue, Santa Fe Springs California, 90670.

1 GENERAL ALLEGATIONS

2 6. Oakley has been actively engaged in the manufacture and sale of  
3 high quality eyewear since at least 1985. Oakley is the manufacturer and  
4 retailer of several lines of eyewear that have enjoyed substantial success and are  
5 protected by various intellectual property rights owned by Oakley.

6 7. On July 8, 2008, the United States Patent and Trademark Office  
7 (“U.S.P.T.O.”) duly and lawfully issued United States Design Patent No.  
8 D572,745 (“the D745 Patent”), titled “EYEGLASS FRAME.” Oakley is the  
9 owner by assignment of all right, title and interest in the D745 Patent. A true  
10 and correct copy of the D745 Patent is attached hereto as **Exhibit 1**.

11 8. On May 8, 2012, the U.S.P.T.O. duly and lawfully issued United  
12 States Design Patent No. D659,180 (“the D180 Patent”), titled “EYEGLASS.”  
13 Oakley is the owner by assignment of all right, title, and interest in the D180  
14 Patent. A true and correct copy of the D180 Patent is attached hereto as  
15 **Exhibit 2**.

16 9. Defendant manufactures, uses, sells, offers for sale, and/or imports  
17 into the United States eyewear that infringes Oakley’s patent rights, including  
18 the D745 Patent and the D180 Patent (collectively, the “Asserted Patents”).

19 10. Defendant’s acts complained of herein have caused Oakley to  
20 suffer irreparable injury to its business. Oakley will continue to suffer  
21 substantial loss and irreparable injury unless and until Defendant is  
22 preliminarily and permanently enjoined from its wrongful actions complained of  
23 herein.

24 11. Oakley is informed and believes, and on that basis alleges, that  
25 Defendant’s acts complained of herein are willful and deliberate.

26 ///

27 ///

28 ///

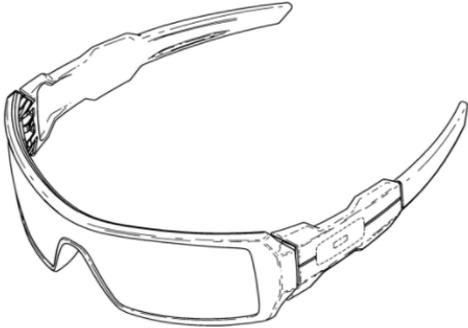
1 **FIRST CLAIM FOR RELIEF**

2 (Patent Infringement)  
3 (35 U.S.C. § 271)

4 12. Oakley repeats and re-alleges the allegations of paragraphs 1-11 of  
5 this Complaint as if set forth fully herein.

6 13. This is a claim for patent infringement under 35 U.S.C. § 271.

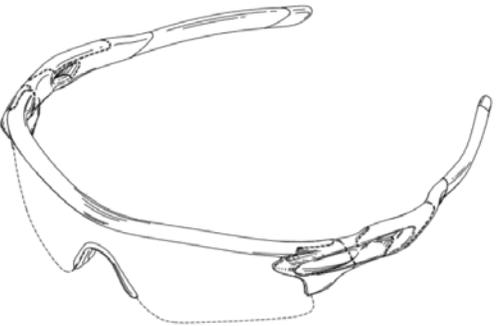
7 14. Defendant, through its agents, employees, and/or servants has, and  
8 continues to, knowingly, intentionally, and willfully infringe the D745 Patent by  
9 making, using, selling, offering for sale, and/or importing eyewear having a  
10 design that would appear to an ordinary observer to be substantially similar to  
11 the claim of the D745 Patent, for example Defendant’s CC03POL sunglass  
12 model as shown below.

13 <b>Defendant’s CC03POL 14 Sunglass Model</b>	13 <b>Oakley’s D745 Patent</b>
15 	16 

17  
18  
19  
20  
21 15. Defendant’s acts of infringement of the D745 Patent were  
22 undertaken without permission or license from Oakley. Oakley is informed and  
23 believes, and thereon alleges, that Defendant had actual knowledge of Oakley’s  
24 rights in the design claimed in the D745 Patent. Oakley and its iconic designs  
25 are well-known throughout the eyewear industry, and Defendant’s CC03POL  
26 sunglass model is an identical copy of Oakley’s patented design. Accordingly,  
27 Defendant’s actions constitute willful and intentional infringement of the D745  
28 Patent. Defendant infringed the D745 Patent with reckless disregard of

1 Oakley’s patent rights. Defendant knew, or it was so obvious that Defendant  
2 should have known, that its actions constitute infringement of the D745 Patent.  
3 Defendant’s acts of infringement of the D745 Patent were not consistent with  
4 the standards of commerce for its industry.

5 16. Defendant, through its agents, employees, and/or servants has, and  
6 continues to, knowingly, intentionally, and willfully infringe the D180 Patent by  
7 making, using, selling, offering for sale, and/or importing eyewear having a  
8 design that would appear to an ordinary observer to be substantially similar to  
9 the claim of the D180 Patent, for example Defendant’s 1606 C3 sunglass model  
10 as shown below.

<b>Defendant’s 1606 C3 Sunglass Model</b>	<b>Oakley’s D180 Patent</b>
	

11  
12  
13  
14  
15  
16  
17  
18  
19 17. Defendant’s acts of infringement of the D180 Patent were  
20 undertaken without permission or license from Oakley. Oakley is informed and  
21 believes, and thereon alleges, that Defendant had actual knowledge of Oakley’s  
22 rights in the design claimed in the D180 Patent. Oakley and its iconic designs  
23 are well-known throughout the eyewear industry, and Defendant’s 1606 C3  
24 sunglass model is an identical copy of Oakley’s patented design. Accordingly,  
25 Defendant’s actions constitute willful and intentional infringement of the D180  
26 Patent. Defendant infringed the D180 Patent with reckless disregard of  
27 Oakley’s patent rights. Defendant knew, or it was so obvious that Defendant  
28 should have known, that its actions constitute infringement of the D180 Patent.

1 Defendant's acts of infringement of the D180 Patent were not consistent with  
2 the standards of commerce for its industry.

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

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

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

11 21. Pursuant to 35 U.S.C. § 289, Oakley is entitled to Defendant's total  
12 profits from Defendant's infringement of the Asserted Patents.

13 22. Due to Defendant's actions, constituting patent infringement,  
14 Oakley has suffered great and irreparable injury, for which Oakley has no  
15 adequate remedy at law.

16 23. Defendant will continue to infringe Oakley's patent rights to the  
17 great and irreparable injury of Oakley, unless and until Defendant is enjoined by  
18 this Court.

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

21 A. An Order adjudging Defendant to have willfully infringed the  
22 Asserted Patents 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 making,  
26 using, selling, offering to sell, and/or importing into the United States  
27 Defendant's CC03POL and 1606 C3 sunglass models, as well as any products  
28 that are not colorably different therefrom;

1 C. A preliminary and permanent injunction enjoining Defendant, its  
2 respective officers, directors, agents, servants, employees, and attorneys, and  
3 those persons in active concert or participation with Defendant, from directly or  
4 indirectly infringing any of the Asserted Patents in violation of 35 U.S.C. § 271;

5 D. That Defendant account for all gains, profits, and advantages  
6 derived by Defendant's infringement of the Asserted Patents in violation of  
7 35 U.S.C. § 271, and that Defendant pay to Oakley all damages suffered by  
8 Oakley and/or Defendant's total profit from such infringement pursuant to 35  
9 U.S.C. § 284 and § 289;

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

12 F. An Order adjudging that this is an exceptional case;

13 G. That, because of the exceptional nature of this case resulting from  
14 Defendant's deliberate infringing actions, this Court award to Oakley all  
15 reasonable attorneys' fees, costs, and disbursements incurred as a result of this  
16 action, pursuant to 35 U.S.C. § 285;

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

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

21 Respectfully submitted,

22 KNOBBE, MARTENS, OLSON & BEAR, LLP

23  
24 Dated: March 21, 2018

25 By: /s/Lauren Keller Katzenellenbogen

26 Michael K. Friedland  
27 Lauren Keller Katzenellenbogen  
28 Ali S. Razai  
James F. Smith

Attorneys for Plaintiff OAKLEY, INC.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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: March 21, 2018

By: /s/ Lauren Keller Katzenellenbogen  
Michael K. Friedland  
Lauren Keller Katzenellenbogen  
Ali S. Razai  
James F. Smith

Attorneys for Plaintiff OAKLEY, INC.

27821611