

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

**SIGNIFY NORTH AMERICA
CORPORATION, et al.,**

Plaintiffs,

v.

MENARD, INC.

Defendant., Third-Party
Plaintiff

v.

**LUMINEX INTERNATIONAL COMPANY,
LTD., et al.,**

Third-Party Defendants.

Case No. 22-cv-00706-jdp

JURY TRIAL DEMANDED

**THIRD-PARTY DEFENDANT LUMINEX INTERNATIONAL COMPANY, LTD.’S
ANSWER TO DEFENDANT AND THIRD-PARTY PLAINTIFF MENARD, INC.’s
AMENDED THIRD-PARTY COMPLAINT AND AMENDED ANSWER TO
PLAINTIFFS SIGNIFY NORTH AMERICA CORPORATION AND SIGNIFY
HOLDING B.V.’S COMPLAINT**

Third-Party Defendant Luminex International Company, Ltd. (“Luminex”), for its answer to the Amended Third-Party Complaint (“Complaint”) of Menard, Inc. (“Menard”), states as follows:

NATURE OF THE ACTION

1. This is an action for indemnity against the Third-Party Defendants for claims brought by Plaintiff Signify against Menard.

ANSWER: Luminex admits that Menard filed a Complaint against Third-Party Defendants, including Luminex.

2. Plaintiff Signify alleges in the Complaint that Menard has committed acts of patent infringement.

ANSWER: Luminex admits that Plaintiff Signify filed a complaint against Menard alleging that Menard has committed acts of patent infringement.

3. Menard denies any liability to Signify, but asserts that, if held liable, Menard is entitled to indemnification by the Third-Party Defendants.

ANSWER: Luminex denies the allegations in paragraph 3 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response.

PARTIES

4. Menard is a Wisconsin corporation headquartered at 5101 Menard Drive, Eau Claire, Wisconsin 54703.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 4 and therefore denies them.

5. Upon information and belief, Luminex is a Taiwan limited company with a place of business at 5F 30 Yixan Road, Taipei, 11071 Taiwan.

ANSWER: Admitted.

6. Upon information and belief, Richpower is a South Carolina corporation with a place of business at 736 Hampton Road, Williamston, South Carolina 29697.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 6 and therefore denies them.

7. Upon information and belief, East West is an Illinois corporation with a place of business at 3703 102nd Place S.E., Everett, Washington 98208.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 7 and therefore denies them.

8. Upon information and belief Alert is a New York limited liability company with a place of business at 160 Elmview Avenue, Hamburg, New York 14075.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 8 and therefore denies them.

9. Upon information and belief Best Lighting is a Delaware corporation with a place of business at 3366 Riverside Drive Suite 103, Upper Arlington, Ohio 43221.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 9 and therefore denies them.

10. Upon information and belief Bulb Star is a dba of K Live, a California corporation with a place of business at 1709 S 2nd ST #4, Alhambra, California 91801.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 10 and therefore denies them.

11. Upon information and belief CL Corporation is a Colorado limited liability company with a place of business at 16075 E 32nd Ave, STE A, Aurora, Colorado 80011.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 11 and therefore denies them.

12. Upon information and belief Good Earth is an Illinois corporation with a place of business at 1400 East Business Center Drive, Ste. 108, Mount Prospect, Illinois 60056.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 12 and therefore denies them.

13. Upon information and belief GT Industrial is a Colorado limited liability company with a place of business at 12900 E Smith Rd, Suite 200, Aurora, CO 80011.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 13 and therefore denies them.

14. Upon information and belief Soaring is a Taiwan limited company with a place of business at 1F, No. 32 Zhongxing Road, Xizhi District, New Taipei City 22161, Taiwan, R.O.C.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 14 and therefore denies them.

15. Upon information and belief Zone Industry is a Taiwan corporation with a place of business at 2413 Algonquin Road, Suite 246, Algonquin, Illinois 60102.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 15 and therefore denies them.

16. Upon information and belief Canarm is a Canadian business corporation with a place of business at 808 Commerce Park Drive Ogdensburg, New York 13669.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 16 and therefore denies them.

17. Upon information and belief Test Rite is a California corporation with a place of business at 1900 S Burgundy Place Ontario, CA 91761.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 17 and therefore denies them.

JURISDICTION AND VENUE

18. This Court has original subject matter jurisdiction over claims for patent infringement under 28 U.S.C. §§ 1331, 1338.

ANSWER: Luminex denies the allegations in paragraph 18 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that this Court has subject matter jurisdiction over claims for patent infringement under 28 U.S.C. §§ 1331, 1338.

19. This Court has subject matter jurisdiction over this claim against the Third-Party Defendants under at least 28 U.S.C. § 1367(a).

ANSWER: Luminex denies the allegations in paragraph 19 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that this Court has subject matter jurisdiction over Menard's claims against Luminex under 28 U.S.C. § 1367(a).

20. This Court has personal jurisdiction over the Third-Party Defendants by virtue of the Third-Party Defendants' systematic and continuous contacts with Wisconsin and this judicial district, including supplying the products accused of violating Plaintiff's rights in the Complaint.

ANSWER: Luminex denies the allegations in paragraph 20 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex states that it does not dispute that this Court – the Western District of Wisconsin -- has personal jurisdiction over Luminex for purposes of this litigation.

21. This Court has personal jurisdiction over the Third-Party Defendants by virtue of the contract between Menard and the Third-Party Defendants requiring the Third-Party Defendants defend Menard in patent litigation cases.

ANSWER: Luminex denies the allegations in paragraph 21 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that Luminex and Menard are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

22. Menard and all of the Third-Party Defendants have consented to venue in the Western District of Wisconsin.

ANSWER: Luminex denies the allegations in paragraph 22 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex does not dispute that venue in the Western District of Wisconsin is proper.

COUNT I: INDEMNIFICATION AND DEFENSE BY LUMINEX

23. Menard realleges and incorporates by reference Paragraphs 1-22 as if set forth fully herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 22.

24. Menard and Luminex are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

ANSWER: Admitted.

25. The Agreement has not been terminated.

ANSWER: Luminex admits that the Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement between Menards and Luminex has not been terminated.

26. Luminex agreed to defend, indemnify and hold Menard harmless from and against all claims of any actual or alleged violation or infringement of any intellectual property right, including patent infringement arising from Menard's use, sale or offering for sale of any goods provided by Luminex. Conditions of Order, Paragraph 6.

ANSWER: Luminex denies the allegations in paragraph 26 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that Paragraph 6 of the Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement states that Luminex "shall defend, indemnify, and hold Menard harmless from and against all claims, damages, and/or expense(s) on account of ... (b) any actual or alleged violation or infringement of any intellectual property right, foreign or domestic, including but not limited to any patent, trade secret, copyright, trademark, or trade dress violation or infringement arising from Menard's use, sale or offering for sale of any goods covered by the purchase order and/or services provided by" Luminex.

27. Luminex represents and warrants in the Agreement that the goods sold by Luminex to Menard are in compliance with all federal laws of any kind affecting the goods. Conditions of Order, Paragraph 3.

ANSWER: Luminex denies the allegations in paragraph 27 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that Paragraph 3 of the Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement states that Luminex "warrants that all goods and/or services ordered have been or will be advertised, priced, stamped, labeled, tagged, marked, manufactured, compounded or produced, invoiced, and delivered in full compliance with all Federal, State, and local laws, rules, regulations, and/or ordinance of any kind."

28. The Agreement requires Luminex to indemnify, defend and hold harmless Menard from and against any claims, litigation, or suits.

ANSWER: Luminex denies the allegations in paragraph 28 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response

is required, Luminex admits that Paragraph 6 of the Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement contains an indemnification provision.

29. The Agreement requires Luminex to indemnify or defend as a matter of first defense and payment, not as a matter of reimbursement.

ANSWER: Luminex denies the allegations in paragraph 29 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that Paragraph 6 of the Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement states that Luminex “shall defend, indemnify, and hold Menard harmless from and against all claims, damages, and/or expense(s) on account of ... (b) any actual or alleged violation or infringement of any intellectual property right, foreign or domestic, including but not limited to any patent, trade secret, copyright, trademark, or trade dress violation or infringement arising from Menard’s use, sale or offering for sale of any goods covered by the purchase order and/or services provided by” Luminex.

30. UCC § 2-312(3) and Wis. Stat. § 402.312(3) require a seller to deliver goods free of the rightful claim of any third person by the way of infringement.

ANSWER: Luminex denies the allegations in paragraph 30 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that UCC § 2-312(3) and Wis. Stat. § 402.312(3) state: “Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.”

31. Menard incorporates Plaintiffs’ Complaint (ECF 1) by reference, solely for the limited purposes of describing Plaintiffs’ claims and allegations against Menard. (Menard denies liability as stated in its Answer. ECF 17.)

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 31 and therefore denies them.

32. The alleged “Luminex Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, include SKU#s 348-2182, 349-0502, 349-0503, 349-0514, 349-0517, 349-0519, 349-0526, 349-1199, 349-1202, 349-1342, 349-1343, 349-1348, 349-1349, 349-1352, 349-1362, 349-2134, 349-2135, 351-0008, 351-4739, 351-8792, 352-5810, 352-5811, 352-5812, 352-5813, 352-5814, 352-5815, 352-5838, 352-5839, 352-5840, 352-5841, 356-9422, 356-9423, and 356-9450.

ANSWER: Admitted.

33. The alleged “Luminex Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, were supplied to Menard by Luminex and are subject to the Agreement, including the indemnification obligations stated above.

ANSWER: Luminex denies the allegations in paragraph 33 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that it supplies SKU#s 348-2182, 349-0502, 349-0503, 349-0514, 349-0517, 349-0519, 349-0526, 349-1199, 349-1202, 349-1342, 349-1343, 349-1348, 349-1349, 349-1352, 349-1362, 349-2134, 349-2135, 351-0008, 351-4739, 351-8792, 352-5810, 352-5811, 352-5812, 352-5813, 352-5814, 352-5815, 352-5838, 352-5839, 352-5840, 352-5841, 356-9422, 356-9423, and 356-9450 to Menard. Luminex denies any of the products it supplies to Menard infringe any of the asserted patents.

34. Menard denies any liability to Plaintiffs, but Menard is currently suffering harm at least in the form of ongoing costs of defense that are cognizable under the Agreement.

ANSWER: Luminex denies the allegations in paragraph 34 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 34 and therefore denies them.

35. To the extent Plaintiffs’ allegations are based on use or sale of goods provided by Luminex to Menard under the Agreement, Menard is entitled to complete indemnification by

Luminex for all costs of defense and expenses incurred in defending against Plaintiffs' claims and any judgment payable to Plaintiff on such claims.

ANSWER: Luminex denies the allegations in paragraph 35 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that it supplies certain products to Menard. To the extent that Luminex is liable for any costs of defense and expense incurred by Menard in defending against Plaintiffs' claims and any judgment payable to Plaintiff on such claims, Luminex would be liable only for expenses or costs related to products supplied to Menard by Luminex. Moreover, to the extent any expenses or costs are applicable to all Third Party Defendants' products, Luminex is only liable for a proportion of said expenses or costs based on the proportion of products supplied to Menard by Luminex.

COUNT II: INDEMNIFICATION AND DEFENSE BY RICHPOWER

36. Menard realleges and incorporates by reference Paragraphs 1-22 as if set forth fully herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 22.

37. Menard and Richpower are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 37 and therefore denies them.

38. The Agreement has not been terminated.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 38 and therefore denies them.

39. Richpower agreed to defend, indemnify and hold Menard harmless from and against all claims of any actual or alleged violation or infringement of any intellectual property right, including patent infringement arising from Menard's use, sale or offering for sale of any goods provided by Richpower. Conditions of Order, Paragraph 6.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 39 and therefore denies them.

40. Richpower represents and warrants in the Agreement that the goods sold by Richpower to Menard are in compliance with all federal laws of any kind affecting the goods. Conditions of Order, Paragraph 3.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 40 and therefore denies them.

41. The Agreement requires Richpower to indemnify, defend and hold harmless Menard from and against any claims, litigation, or suits.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 41 and therefore denies them.

42. The Agreement requires Richpower to indemnify or defend as a matter of first defense and payment, not as a matter of reimbursement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 42 and therefore denies them.

43. UCC § 2-312(3) and Wis. Stat. § 402.312(3) require a seller to deliver goods free of the rightful claim of any third person by the way of infringement.

ANSWER: Luminex denies the allegations in paragraph 43 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that UCC § 2-312(3) and Wis. Stat. § 402.312(3) state: “Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.”

44. Menard incorporates Plaintiffs’ Complaint (ECF 1) by reference, solely for the limited purposes of describing Plaintiffs’ claims and allegations against Menard. (Menard denies liability as stated in its Answer. ECF 17.)

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 44 and therefore denies them.

45. The alleged “Richpower Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, include SKU#s 370-3689, 370-5380 and 370-5383.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 45 and therefore denies them.

46. The alleged “Richpower Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, were supplied to Menard by Richpower and are subject to the Agreement, including the indemnification obligations stated above.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 46 and therefore denies them.

47. Menard denies any liability to Plaintiffs, but Menard is currently suffering harm at least in the form of ongoing costs of defense that are cognizable under the Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 47 and therefore denies them.

48. To the extent Plaintiffs’ allegations are based on use or sale of goods provided by Richpower to Menard under the Agreement, Menard is entitled to complete indemnification by Richpower for all costs of defense and expenses incurred in defending against Plaintiffs’ claims and any judgment payable to Plaintiff on such claims.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 48 and therefore denies them.

COUNT III: INDEMNIFICATION AND DEFENSE BY EAST WEST

49. Menard realleges and incorporates by reference Paragraphs 1-22 as if set forth fully herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 22.

50. Menard and East West are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 50 and therefore denies them.

51. The Agreement has not been terminated.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 51 and therefore denies them.

52. East West agreed to defend, indemnify and hold Menard harmless from and against all claims of any actual or alleged violation or infringement of any intellectual property right, including patent infringement arising from Menard's use, sale or offering for sale of any goods provided by East West. Conditions of Order, Paragraph 6.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 52 and therefore denies them.

53. East West represents and warrants in the Agreement that the goods sold by East West to Menard are in compliance with all federal laws of any kind affecting the goods. Conditions of Order, Paragraph 3.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 53 and therefore denies them.

54. The Agreement requires East West to indemnify, defend and hold harmless Menard from and against any claims, litigation, or suits.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 54 and therefore denies them.

55. The Agreement requires East West to indemnify or defend as a matter of first defense and payment, not as a matter of reimbursement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 55 and therefore denies them.

56. UCC § 2-312(3) and Wis. Stat. § 402.312(3) require a seller to deliver goods free of the rightful claim of any third person by the way of infringement.

ANSWER: Luminex denies the allegations in paragraph 56 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response

is required, Luminex admits that UCC § 2-312(3) and Wis. Stat. § 402.312(3) state: “Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.”

57. Menard incorporates Plaintiffs’ Complaint (ECF 1) by reference, solely for the limited purposes of describing Plaintiffs’ claims and allegations against Menard. (Menard denies liability as stated in its Answer. ECF 17.)

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 57 and therefore denies them.

58. The alleged “East West Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, include SKU#s 349-1292, 351-8825 and 351-8703.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 58 and therefore denies them.

59. The alleged “East West Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, were supplied to Menard by East West and are subject to the Agreement, including the indemnification obligations stated above.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 59 and therefore denies them.

60. Menard denies any liability to Plaintiffs, but Menard is currently suffering harm at least in the form of ongoing costs of defense that are cognizable under the Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 60 and therefore denies them.

61. To the extent Plaintiffs’ allegations are based on use or sale of goods provided by East West to Menard under the Agreement, Menard is entitled to complete indemnification by East West for all costs of defense and expenses incurred in defending against Plaintiffs’ claims and any judgment payable to Plaintiff on such claims.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 61 and therefore denies them.

COUNT IV: INDEMNIFICATION AND DEFENSE BY ALERT

62. Menard realleges and incorporates by reference Paragraphs 1-22 as if set forth fully herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 22.

63. Menard and Alert are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 63 and therefore denies them.

64. The Agreement has not been terminated.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 64 and therefore denies them.

65. Alert agreed to defend, indemnify and hold Menard harmless from and against all claims of any actual or alleged violation or infringement of any intellectual property right, including patent infringement arising from Menard's use, sale or offering for sale of any goods provided by Alert. Conditions of Order, Paragraph 6.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 65 and therefore denies them.

66. Alert represents and warrants in the Agreement that the goods sold by Alert to Menard are in compliance with all federal laws of any kind affecting the goods. Conditions of Order, Paragraph 3.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 66 and therefore denies them.

67. The Agreement requires Alert to indemnify, defend and hold harmless Menard from and against any claims, litigation, or suits.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 67 and therefore denies them.

68. The Agreement requires Alert to indemnify or defend as a matter of first defense and payment, not as a matter of reimbursement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 68 and therefore denies them.

69. UCC § 2-312(3) and Wis. Stat. § 402.312(3) require a seller to deliver goods free of the rightful claim of any third person by the way of infringement.

ANSWER: Luminex denies the allegations in paragraph 69 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that UCC § 2-312(3) and Wis. Stat. § 402.312(3) state: “Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.”

70. Menard incorporates Plaintiffs’ Complaint (ECF 1) by reference, solely for the limited purposes of describing Plaintiffs’ claims and allegations against Menard. (Menard denies liability as stated in its Answer. ECF 17.)

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 70 and therefore denies them.

71. The alleged “Alert Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, include SKU#s 370-5493, 370-5496, 370-5497 and 370-5498.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 71 and therefore denies them.

72. The alleged “Alert Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, were supplied to Menard by Alert and are subject to the Agreement, including the indemnification obligations stated above.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 72 and therefore denies them.

73. Menard denies any liability to Plaintiffs, but Menard is currently suffering harm at least in the form of ongoing costs of defense that are cognizable under the Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 73 and therefore denies them.

74. To the extent Plaintiffs' allegations are based on use or sale of goods provided by Alert to Menard under the Agreement, Menard is entitled to complete indemnification by Alert for all costs of defense and expenses incurred in defending against Plaintiffs' claims and any judgment payable to Plaintiff on such claims.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 74 and therefore denies them.

COUNT V: INDEMNIFICATION AND DEFENSE BY BEST LIGHTING

75. Menard realleges and incorporates by reference Paragraphs 1-22 as if set forth fully herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 22.

76. Menard and Best Lighting are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 76 and therefore denies them.

77. The Agreement has not been terminated.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 77 and therefore denies them.

78. Best Lighting agreed to defend, indemnify and hold Menard harmless from and against all claims of any actual or alleged violation or infringement of any intellectual property right, including patent infringement arising from Menard's use, sale or offering for sale of any goods provided by Best Lighting. Conditions of Order, Paragraph 6.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 78 and therefore denies them.

79. Best Lighting represents and warrants in the Agreement that the goods sold by Best Lighting to Menard are in compliance with all federal laws of any kind affecting the goods. Conditions of Order, Paragraph 3.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 79 and therefore denies them.

80. The Agreement requires Best Lighting to indemnify, defend and hold harmless Menard from and against any claims, litigation, or suits.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 80 and therefore denies them.

81. The Agreement requires Best Lighting to indemnify or defend as a matter of first defense and payment, not as a matter of reimbursement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 81 and therefore denies them.

82. UCC § 2-312(3) and Wis. Stat. § 402.312(3) require a seller to deliver goods free of the rightful claim of any third person by the way of infringement.

ANSWER: Luminex denies the allegations in paragraph 82 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that UCC § 2-312(3) and Wis. Stat. § 402.312(3) state: “Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.”

83. Menard incorporates Plaintiffs’ Complaint (ECF 1) by reference, solely for the limited purposes of describing Plaintiffs’ claims and allegations against Menard. (Menard denies liability as stated in its Answer. ECF 17.)

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 83 and therefore denies them.

84. The alleged “Best Lighting Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, include SKU#s 346-9030, 348-2216, 348-2217, 348-0122 and 348-2107.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 84 and therefore denies them.

85. The alleged “Best Lighting Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, were supplied to Menard by Best Lighting and are subject to the Agreement, including the indemnification obligations stated above.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 85 and therefore denies them.

86. Menard denies any liability to Plaintiffs, but Menard is currently suffering harm at least in the form of ongoing costs of defense that are cognizable under the Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 86 and therefore denies them.

87. To the extent Plaintiffs’ allegations are based on use or sale of goods provided by Best Lighting to Menard under the Agreement, Menard is entitled to complete indemnification by Best Lighting for all costs of defense and expenses incurred in defending against Plaintiffs’ claims and any judgment payable to Plaintiff on such claims.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 87 and therefore denies them.

COUNT VI: INDEMNIFICATION AND DEFENSE BY BULB STAR

88. Menard realleges and incorporates by reference Paragraphs 1-22 as if set forth fully herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 22.

89. Menard and Bulb Star are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 89 and therefore denies them.

90. The Agreement has not been terminated.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 90 and therefore denies them.

91. Bulb Star agreed to defend, indemnify and hold Menard harmless from and against all claims of any actual or alleged violation or infringement of any intellectual property right, including patent infringement arising from Menard's use, sale or offering for sale of any goods provided by Bulb Star. Conditions of Order, Paragraph 6.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 91 and therefore denies them.

92. Bulb Star represents and warrants in the Agreement that the goods sold by Bulb Star to Menard are in compliance with all federal laws of any kind affecting the goods. Conditions of Order, Paragraph 3.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 92 and therefore denies them.

93. The Agreement requires Bulb Star to indemnify, defend and hold harmless Menard from and against any claims, litigation, or suits.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 93 and therefore denies them.

94. The Agreement requires Bulb Star to indemnify or defend as a matter of first defense and payment, not as a matter of reimbursement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 94 and therefore denies them.

95. UCC § 2-312(3) and Wis. Stat. § 402.312(3) require a seller to deliver goods free of the rightful claim of any third person by the way of infringement.

ANSWER: Luminex denies the allegations in paragraph 95 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that UCC § 2-312(3) and Wis. Stat. § 402.312(3) state: "Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that

the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.”

96. Menard incorporates Plaintiffs’ Complaint (ECF 1) by reference, solely for the limited purposes of describing Plaintiffs’ claims and allegations against Menard. (Menard denies liability as stated in its Answer. ECF 17.)

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 96 and therefore denies them.

97. The alleged “Bulb Star Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, include SKU#s 349-1280, 349-2200, 349-2202, 349-2203, 349-1281, 349-2201 and 349-1294.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 97 and therefore denies them.

98. The alleged “Bulb Star Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, were supplied to Menard by Bulb Star and are subject to the Agreement, including the indemnification obligations stated above.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 98 and therefore denies them.

99. Menard denies any liability to Plaintiffs, but Menard is currently suffering harm at least in the form of ongoing costs of defense that are cognizable under the Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 99 and therefore denies them.

100. To the extent Plaintiffs’ allegations are based on use or sale of goods provided by Bulb Star to Menard under the Agreement, Menard is entitled to complete indemnification by Bulb Star for all costs of defense and expenses incurred in defending against Plaintiffs’ claims and any judgment payable to Plaintiff on such claims.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 100 and therefore denies them.

COUNT VII: INDEMNIFICATION AND DEFENSE BY CL CORPORATION

101. Menard realleges and incorporates by reference Paragraphs 1-22 as if set forth fully herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 22.

102. Menard and CL Corporation are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 102 and therefore denies them.

103. The Agreement has not been terminated.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 103 and therefore denies them.

104. CL Corporation agreed to defend, indemnify and hold Menard harmless from and against all claims of any actual or alleged violation or infringement of any intellectual property right, including patent infringement arising from Menard's use, sale or offering for sale of any goods provided by CL Corporation. Conditions of Order, Paragraph 6.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 104 and therefore denies them.

105. CL Corporation represents and warrants in the Agreement that the goods sold by CL Corporation to Menard are in compliance with all federal laws of any kind affecting the goods. Conditions of Order, Paragraph 3.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 105 and therefore denies them.

106. The Agreement requires CL Corporation to indemnify, defend and hold harmless Menard from and against any claims, litigation, or suits.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 106 and therefore denies them.

107. The Agreement requires CL Corporation to indemnify or defend as a matter of first defense and payment, not as a matter of reimbursement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 107 and therefore denies them.

108. UCC § 2-312(3) and Wis. Stat. § 402.312(3) require a seller to deliver goods free of the rightful claim of any third person by the way of infringement.

ANSWER: Luminex denies the allegations in paragraph 108 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that UCC § 2-312(3) and Wis. Stat. § 402.312(3) state: “Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.”

109. Menard incorporates Plaintiffs’ Complaint (ECF 1) by reference, solely for the limited purposes of describing Plaintiffs’ claims and allegations against Menard. (Menard denies liability as stated in its Answer. ECF 17.)

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 109 and therefore denies them.

110. The alleged “CL Corporation Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, include SKU#s 346-7258, 346-7259, 346-7260, 346-7261 and 346-7262.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 110 and therefore denies them.

111. The alleged “CL Corporation Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, were supplied to Menard by CL Corporation and are subject to the Agreement, including the indemnification obligations stated above.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 111 and therefore denies them.

112. Menard denies any liability to Plaintiffs, but Menard is currently suffering harm at least in the form of ongoing costs of defense that are cognizable under the Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 112 and therefore denies them.

113. To the extent Plaintiffs' allegations are based on use or sale of goods provided by CL Corporation to Menard under the Agreement, Menard is entitled to complete indemnification by CL Corporation for all costs of defense and expenses incurred in defending against Plaintiffs' claims and any judgment payable to Plaintiff on such claims.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 113 and therefore denies them.

COUNT VIII: INDEMNIFICATION AND DEFENSE BY GOOD EARTH

114. Menard realleges and incorporates by reference Paragraphs 1-22 as if set forth fully herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 22.

115. Menard and Good Earth are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 115 and therefore denies them.

116. The Agreement has not been terminated.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 116 and therefore denies them.

117. Good Earth agreed to defend, indemnify and hold Menard harmless from and against all claims of any actual or alleged violation or infringement of any intellectual property right, including patent infringement arising from Menard's use, sale or offering for sale of any goods provided by Good Earth. Conditions of Order, Paragraph 6.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 117 and therefore denies them.

118. Good Earth represents and warrants in the Agreement that the goods sold by Good Earth to Menard are in compliance with all federal laws of any kind affecting the goods. Conditions of Order, Paragraph 3.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 118 and therefore denies them.

119. The Agreement requires Good Earth to indemnify, defend and hold harmless Menard from and against any claims, litigation, or suits.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 119 and therefore denies them.

120. The Agreement requires Good Earth to indemnify or defend as a matter of first defense and payment, not as a matter of reimbursement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 120 and therefore denies them.

121. UCC § 2-312(3) and Wis. Stat. § 402.312(3) require a seller to deliver goods free of the rightful claim of any third person by the way of infringement.

ANSWER: Luminex denies the allegations in paragraph 121 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that UCC § 2-312(3) and Wis. Stat. § 402.312(3) state: “Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.”

122. Menard incorporates Plaintiffs’ Complaint (ECF 1) by reference, solely for the limited purposes of describing Plaintiffs’ claims and allegations against Menard. (Menard denies liability as stated in its Answer. ECF 17.)

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 122 and therefore denies them.

123. The alleged “Good Earth Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, include SKU#s 351-1510 and 351-1511.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 123 and therefore denies them.

124. The alleged “Good Earth Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, were supplied to Menard by Good Earth and are subject to the Agreement, including the indemnification obligations stated above.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 124 and therefore denies them.

125. Menard denies any liability to Plaintiffs, but Menard is currently suffering harm at least in the form of ongoing costs of defense that are cognizable under the Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 125 and therefore denies them.

126. To the extent Plaintiffs’ allegations are based on use or sale of goods provided by Good Earth to Menard under the Agreement, Menard is entitled to complete indemnification by Good Earth for all costs of defense and expenses incurred in defending against Plaintiffs’ claims and any judgment payable to Plaintiff on such claims.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 126 and therefore denies them.

COUNT IX: INDEMNIFICATION AND DEFENSE BY GT INDUSTRIAL

127. Menard realleges and incorporates by reference Paragraphs 1-22 as if set forth fully herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 22.

128. Menard and GT Industrial are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 128 and therefore denies them.

129. The Agreement has not been terminated.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 129 and therefore denies them.

130. GT Industrial agreed to defend, indemnify and hold Menard harmless from and against all claims of any actual or alleged violation or infringement of any intellectual property right, including patent infringement arising from Menard's use, sale or offering for sale of any goods provided by GT Industrial. Conditions of Order, Paragraph 6.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 130 and therefore denies them.

131. GT Industrial represents and warrants in the Agreement that the goods sold by GT Industrial to Menard are in compliance with all federal laws of any kind affecting the goods. Conditions of Order, Paragraph 3.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 131 and therefore denies them.

132. The Agreement requires GT Industrial to indemnify, defend and hold harmless Menard from and against any claims, litigation, or suits.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 132 and therefore denies them.

133. The Agreement requires GT Industrial to indemnify or defend as a matter of first defense and payment, not as a matter of reimbursement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 133 and therefore denies them.

134. UCC § 2-312(3) and Wis. Stat. § 402.312(3) require a seller to deliver goods free of the rightful claim of any third person by the way of infringement.

ANSWER: Luminex denies the allegations in paragraph 134 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that UCC § 2-312(3) and Wis. Stat. § 402.312(3) state: "Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that

the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.”

135. Menard incorporates Plaintiffs’ Complaint (ECF 1) by reference, solely for the limited purposes of describing Plaintiffs’ claims and allegations against Menard. (Menard denies liability as stated in its Answer. ECF 17.)

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 135 and therefore denies them.

136. The alleged “GT Industrial Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, include SKU#s 347-0090, 348-2224, 348-2225, 348-2226, 370-1972, 370-5390, 370-5391, 370-5392, 370-5395, 370-5396.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 136 and therefore denies them.

137. The alleged “GT Industrial Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, were supplied to Menard by GT Industrial and are subject to the Agreement, including the indemnification obligations stated above.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 137 and therefore denies them.

138. Menard denies any liability to Plaintiffs, but Menard is currently suffering harm at least in the form of ongoing costs of defense that are cognizable under the Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 138 and therefore denies them.

139. To the extent Plaintiffs’ allegations are based on use or sale of goods provided by GT Industrial to Menard under the Agreement, Menard is entitled to complete indemnification by GT Industrial for all costs of defense and expenses incurred in defending against Plaintiffs’ claims and any judgment payable to Plaintiff on such claims.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 139 and therefore denies them.

COUNT X: INDEMNIFICATION AND DEFENSE BY SOARING

140. Menard realleges and incorporates by reference Paragraphs 1-22 as if set forth fully herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 22.

141. Menard and Soaring are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 141 and therefore denies them.

142. The Agreement has not been terminated.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 142 and therefore denies them.

143. Soaring agreed to defend, indemnify and hold Menard harmless from and against all claims of any actual or alleged violation or infringement of any intellectual property right, including patent infringement arising from Menard's use, sale or offering for sale of any goods provided by Soaring. Conditions of Order, Paragraph 6.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 143 and therefore denies them.

144. Soaring represents and warrants in the Agreement that the goods sold by Soaring to Menard are in compliance with all federal laws of any kind affecting the goods. Conditions of Order, Paragraph 3.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 144 and therefore denies them.

145. The Agreement requires Soaring to indemnify, defend and hold harmless Menard from and against any claims, litigation, or suits.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 145 and therefore denies them.

146. The Agreement requires Soaring to indemnify or defend as a matter of first defense and payment, not as a matter of reimbursement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 146 and therefore denies them.

147. UCC § 2-312(3) and Wis. Stat. § 402.312(3) require a seller to deliver goods free of the rightful claim of any third person by the way of infringement.

ANSWER: Luminex denies the allegations in paragraph 147 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that UCC § 2-312(3) and Wis. Stat. § 402.312(3) state: “Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.”

148. Menard incorporates Plaintiffs’ Complaint (ECF 1) by reference, solely for the limited purposes of describing Plaintiffs’ claims and allegations against Menard. (Menard denies liability as stated in its Answer. ECF 17.)

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 148 and therefore denies them.

149. The alleged “Soaring Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, include SKU#s 349-1293.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 149 and therefore denies them.

150. The alleged “Soaring Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, were supplied to Menard by Soaring and are subject to the Agreement, including the indemnification obligations stated above.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 150 and therefore denies them.

151. Menard denies any liability to Plaintiffs, but Menard is currently suffering harm at least in the form of ongoing costs of defense that are cognizable under the Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 151 and therefore denies them.

152. To the extent Plaintiffs' allegations are based on use or sale of goods provided by Soaring to Menard under the Agreement, Menard is entitled to complete indemnification by Soaring for all costs of defense and expenses incurred in defending against Plaintiffs' claims and any judgment payable to Plaintiff on such claims.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 152 and therefore denies them.

COUNT XI: INDEMNIFICATION AND DEFENSE BY ZONE INDUSTRY

153. Menard realleges and incorporates by reference Paragraphs 1-22 as if set forth fully herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 22.

154. Menard and Zone Industry are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 154 and therefore denies them.

155. The Agreement has not been terminated.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 155 and therefore denies them.

156. Zone Industry agreed to defend, indemnify and hold Menard harmless from and against all claims of any actual or alleged violation or infringement of any intellectual property right, including patent infringement arising from Menard's use, sale or offering for sale of any goods provided by Zone Industry. Conditions of Order, Paragraph 6.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 156 and therefore denies them.

157. Zone Industry represents and warrants in the Agreement that the goods sold by Zone Industry to Menard are in compliance with all federal laws of any kind affecting the goods. Conditions of Order, Paragraph 3.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 157 and therefore denies them.

158. The Agreement requires Zone Industry to indemnify, defend and hold harmless Menard from and against any claims, litigation, or suits.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 158 and therefore denies them.

159. The Agreement requires Zone Industry to indemnify or defend as a matter of first defense and payment, not as a matter of reimbursement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 159 and therefore denies them.

160. UCC § 2-312(3) and Wis. Stat. § 402.312(3) require a seller to deliver goods free of the rightful claim of any third person by the way of infringement.

ANSWER: Luminex denies the allegations in paragraph 160 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that UCC § 2-312(3) and Wis. Stat. § 402.312(3) state: “Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.”

161. Menard incorporates Plaintiffs’ Complaint (ECF 1) by reference, solely for the limited purposes of describing Plaintiffs’ claims and allegations against Menard. (Menard denies liability as stated in its Answer. ECF 17.)

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 161 and therefore denies them.

162. The alleged “Zone Industry Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, include SKU#s 346-7203, 351-8820, 356-9307, 356-9471, 356-9472, 356-9473, 346-7204, 346-7205,

348-2130, 348-2131, 356-4264, 356-9436, 370-5449, 370-5450, 370-5451, 370-5453, 370-5455, 370-5456, 370-5457, 370-5489 and 370-5537.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 162 and therefore denies them.

163. The alleged “Zone Industry Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, were supplied to Menard by Zone Industry and are subject to the Agreement, including the indemnification obligations stated above.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 163 and therefore denies them.

164. Menard denies any liability to Plaintiffs, but Menard is currently suffering harm at least in the form of ongoing costs of defense that are cognizable under the Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 164 and therefore denies them.

165. To the extent Plaintiffs’ allegations are based on use or sale of goods provided by Zone Industry to Menard under the Agreement, Menard is entitled to complete indemnification by Zone Industry for all costs of defense and expenses incurred in defending against Plaintiffs’ claims and any judgment payable to Plaintiff on such claims.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 165 and therefore denies them.

COUNT XII: INDEMNIFICATION AND DEFENSE BY CANARM

166. Menard realleges and incorporates by reference Paragraphs 1-22 as if set forth fully herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 22.

167. Menard and Canarm are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 167 and therefore denies them.

168. The Agreement has not been terminated.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 168 and therefore denies them.

169. Canarm agreed to defend, indemnify and hold Menard harmless from and against all claims of any actual or alleged violation or infringement of any intellectual property right, including patent infringement arising from Menard's use, sale or offering for sale of any goods provided by Canarm. Conditions of Order, Paragraph 6.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 169 and therefore denies them.

170. Canarm represents and warrants in the Agreement that the goods sold by Canarm to Menard are in compliance with all federal laws of any kind affecting the goods. Conditions of Order, Paragraph 3.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 170 and therefore denies them.

171. The Agreement requires Canarm to indemnify, defend and hold harmless Menard from and against any claims, litigation, or suits.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 171 and therefore denies them.

172. The Agreement requires Canarm to indemnify or defend as a matter of first defense and payment, not as a matter of reimbursement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 172 and therefore denies them.

173. UCC § 2-312(3) and Wis. Stat. § 402.312(3) require a seller to deliver goods free of the rightful claim of any third person by the way of infringement.

ANSWER: Luminex denies the allegations in paragraph 173 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that UCC § 2-312(3) and Wis. Stat. § 402.312(3) state: "Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement

or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.”

174. Menard incorporates Plaintiffs’ Complaint (ECF 1) by reference, solely for the limited purposes of describing Plaintiffs’ claims and allegations against Menard. (Menard denies liability as stated in its Answer. ECF 17.)

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 174 and therefore denies them.

175. The alleged “Canarm Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, include SKU#s 349-1213, 349-1214, 349-1215, 349-1216.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 175 and therefore denies them.

176. The alleged “Canarm Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, were supplied to Menard by Canarm and are subject to the Agreement, including the indemnification obligations stated above.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 176 and therefore denies them.

177. Menard denies any liability to Plaintiffs, but Menard is currently suffering harm at least in the form of ongoing costs of defense that are cognizable under the Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 177 and therefore denies them.

178. To the extent Plaintiffs’ allegations are based on use or sale of goods provided by Canarm to Menard under the Agreement, Menard is entitled to complete indemnification by Canarm for all costs of defense and expenses incurred in defending against Plaintiffs’ claims and any judgment payable to Plaintiff on such claims.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 178 and therefore denies them.

COUNT XIII: INDEMNIFICATION AND DEFENSE BY TEST RITE

179. Menard realleges and incorporates by reference Paragraphs 1-22 as if set forth fully herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 22.

180. Menard and Test Rite are parties to a Menards Customer Returns, Defective Goods Policy and Conditions of Order Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 180 and therefore denies them.

181. The Agreement has not been terminated.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 181 and therefore denies them.

182. Test Rite agreed to defend, indemnify and hold Menard harmless from and against all claims of any actual or alleged violation or infringement of any intellectual property right, including patent infringement arising from Menard's use, sale or offering for sale of any goods provided by Test Rite. Conditions of Order, Paragraph 6.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 182 and therefore denies them.

183. Test Rite represents and warrants in the Agreement that the goods sold by Test Rite to Menard are in compliance with all federal laws of any kind affecting the goods. Conditions of Order, Paragraph 3.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 183 and therefore denies them.

184. The Agreement requires Test Rite to indemnify, defend and hold harmless Menard from and against any claims, litigation, or suits.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 184 and therefore denies them.

185. The Agreement requires Test Rite to indemnify or defend as a matter of first defense and payment, not as a matter of reimbursement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 185 and therefore denies them.

186. UCC § 2-312(3) and Wis. Stat. § 402.312(3) require a seller to deliver goods free of the rightful claim of any third person by the way of infringement.

ANSWER: Luminex denies the allegations in paragraph 186 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that UCC § 2-312(3) and Wis. Stat. § 402.312(3) state: “Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.”

187. Menard incorporates Plaintiffs’ Complaint (ECF 1) by reference, solely for the limited purposes of describing Plaintiffs’ claims and allegations against Menard. (Menard denies liability as stated in its Answer. ECF 17.)

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 187 and therefore denies them.

188. The alleged “Test Rite Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023, include SKU#s 356-9419 and 356-9420.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 188 and therefore denies them.

189. The alleged “Test Rite Infringing Products” referenced in Plaintiffs’ Complaint, Infringement Contentions, and/or Letter to Menard dated July 13, 2023 were supplied to Menard by Test Rite and are subject to the Agreement, including the indemnification obligations stated above.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 189 and therefore denies them.

190. Menard denies any liability to Plaintiffs, but Menard is currently suffering harm at least in the form of ongoing costs of defense that are cognizable under the Agreement.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 190 and therefore denies them.

191. To the extent Plaintiffs' allegations are based on use or sale of goods provided by Test Rite to Menard under the Agreement, Menard is entitled to complete indemnification by Test Rite for all costs of defense and expenses incurred in defending against Plaintiffs' claims and any judgment payable to Plaintiff on such claims.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 191 and therefore denies them.

LUMINEX'S AFFIRMATIVE DEFENSES

Luminex alleges and asserts the following defenses based on current information and belief, undertaking the burden of proof only as to those defenses required by law regardless of how such defenses are denominated herein. Luminex specifically reserves all rights to allege additional affirmative defenses that become known through the course of discovery. Luminex incorporates herein by reference the admissions and denials contained in its Answer to the Third-Party Complaint above as if fully set forth herein.

FIRST AFFIRMATIVE DEFENSE

Menard's claim against Luminex is barred in whole or in part by the doctrines of laches, waiver, estoppel, and/or unclean hands.

SECOND AFFIRMATIVE DEFENSE

Menard's damages, if any, are barred, in whole or in part, by virtue of its failure to mitigate through, among other things, timely notification of suppliers and negotiation.

LUMINEX’S AMENDED RESPONSE TO PLAINTIFFS’ COMPLAINT

Third Party Defendant Luminex International Company Ltd. (“Luminex”), by its attorneys, files this Amended Answer, Defenses, and Crossclaims in response to Plaintiffs Signify North America Corporation and Signify Holding B.V.’s (collectively “Signify” or “Plaintiffs”) Complaint (Dkt. 1) against Menard, Inc. (“Menard” or “Defendant”) based on the alleged “Luminex Infringing Products” or “Luminex-supplied Menards Branded Products.” Luminex includes the following Amended Answer, Defenses, and Crossclaims in this pleading for completeness. Luminex has not made any changes to the text of its prior Amended Answer, Defenses, Crossclaim set forth in Docket 159 filed on April 10, 2023.

Luminex denies, generally and specifically, each and every allegation, matter and thing contained in the Complaint, except as hereinafter expressly admitted or qualified.

NATURE OF THE ACTION

1. This is an action for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. § 1 et seq., including specifically, 35 U.S.C. § 271, based on Defendant’s infringement of U.S. Patents 7,038,399 (“the ’399 Patent”), 7,256,554 (“the ’554 Patent”), 7,737,643 (“the ’643 Patent”), 7,348,604 (“the ’604 Patent”), 7,658,506 (“the ’506 Patent”), and 10,299,336 (“the ’336 Patent”) (collectively, “the Patents-in-Suit”), attached as Exhibits 1-6, respectively.

ANSWER: Luminex admits that is an action for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. § 1 et seq., including specifically, 35 U.S.C. § 271, based on Defendant’s alleged infringement of the Patents-in-Suit. Luminex otherwise denies the allegations in paragraph 1, including that any Luminex products infringe any of the Patents-in-Suit.

THE PARTIES

2. Plaintiff Signify North America Corporation is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 200 Franklin Square Drive, Somerset, NJ 08873.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 2 and therefore denies them.

3. Plaintiff Signify 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.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 3 and therefore denies them.

4. Upon information and belief, Defendant Menard, Inc. is a corporation organized and existing under the laws of the State of Wisconsin, with a principal place of business at 5101 Menard Drive, Eau Claire, WI 54703. Defendant may be served in Ohio via its registered agent, Corporation Service Company, which is located at 3366 Riverside Drive, Suite 103, Upper Arlington, OH 43221.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 4 and therefore denies them.

JURISDICTION AND VENUE

5. This Complaint states an action for patent infringement arising under the Patent Laws, Title 35 of the United States Code. Therefore, this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

ANSWER: Luminex denies the allegations in paragraph 5 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex admits that this Court has subject matter jurisdiction over claims for patent infringement under 28 U.S.C. §§ 1331, 1338(a).

6. Venue in this District is proper for Defendant under 28 U.S.C. §§ 1391(b) and (c) and 1400(b). Defendant owns and operates regular and established places of business in this District under the language of 28 U.S.C. § 1400(b), including physical retail stores at least at (i) 7700 Brookpark Road, Cleveland, OH 44129, (ii) 35700 Chester Road, Avon, OH 44011, and (iii) 9600 Diamond Centre Drive, Mentor, OH 44060.1 All three of the aforementioned Menards physical retail stores, and other Menards physical retail stores within this District, contain “Expanded Lighting Showroom[s]” which showcase “hundreds of models” of lighting products. Exhibits 13, 14, 15 (information on Menards’ Cleveland, Avon, and Mentor, Ohio retail stores, respectively, all indicating “Expanded Lighting Showroom” under “Services Available”); see also <https://menards.com/lightingstore> (last retrieved on June 16, 2022) (“Your local Menards® Store has a lighting showroom with hundreds of models to choose from! Come browse our BIG selection

of styles and finishes where you can find all the latest trends in one place.”); https://hw-video.menardc.com/main/items/media/Electrical/Video/Lighting_Showroom_Tour.mp4 (Menards promotional video describing Menards’ lighting showrooms). Upon information and belief, Defendant also offers employment to and employs hundreds of residents of Ohio and of this District at its physical retail stores.

ANSWER: Luminex denies the allegations in paragraph 6 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex does not dispute that venue in the Western District of Wisconsin is proper.

7. Furthermore, upon information and belief, venue is proper in this District because Defendant has conducted and regularly does conduct substantial business in this District, directly and/or through subsidiaries, agents, representatives, or intermediaries, such substantial business including but not limited to: (i) marketing, testing, use, offers for sale, and sales of lighting products that practice the claimed inventions of one or more of the Patents-in-Suit; (ii) at least a substantial portion of the infringements alleged herein; (iii) purposefully and voluntarily placing one or more lighting products that practice the claimed inventions of one or more of the Patents-in-Suit into the stream of commerce with the expectation that they will be purchased by consumers in this District; and/or (iv) regularly doing or soliciting business, engaging in other persistent courses of conduct, or deriving substantial revenue from goods and services provided to individuals in Ohio and in this District.

ANSWER: Luminex denies the allegations in paragraph 7 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex does not dispute that venue in the Western District of Wisconsin is proper. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 7 and therefore denies them.

8. This Court has general and/or specific personal jurisdiction over Defendant because, among other reasons, the Defendant has established continuous and systematic contacts with this forum and/or minimum contacts within the forum such that the exercise of jurisdiction over Defendant will not offend traditional notions of fair play and substantial justice. As stated above, Defendant owns and maintains numerous physical locations within this District through which it markets and sells products to individuals within this District and the State of Ohio generally. Upon information and belief, Defendant has, directly and/or through intermediaries, agents, subsidiaries, divisions, groups and/or distributors, had sufficient minimum contacts with this forum as a result of directly and/or indirectly marketing, using, offering to sell and selling lighting products that practice the claimed inventions of one or more of the Patents-in-Suit within this District, and/or placing lighting products thereof that practice the claimed inventions of one or more of the Patents-in-Suit into a stream of commerce with the knowledge and/or reasonable expectation that purchasers and/or users of such products were located within the State of Ohio,

and within this District, including by directly and indirectly working with customers, distributors, and/or other entities located in the State of Ohio, to ensure the accused products reach the State of Ohio and this District. Defendant purposefully directed its activities involving at least the marketing, use, offers for sale and sales of lighting products that practice the claimed inventions of one or more of the Patents-in-Suit at residents of this District, and Signify's claims arise out of and relate to those activities.

ANSWER: Luminex denies the allegations in paragraph 8 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex states that it does not dispute that the Court has personal jurisdiction over Luminex for purposes of this litigation only. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 8 and therefore denies them.

9. Furthermore, upon information and belief, Defendant maintains commercial websites accessible to and targeting residents of the State of Ohio and this District, through which Defendant promotes and facilitates sales of the lighting products that practice the claimed inventions of one or more of the Patents-in-Suit, including to residents of this District, with knowledge that such products will be sold to or otherwise provided to residents of this District. For example, Menards' website <https://www.menards.com/> is accessible to consumers in the United States, including those in the State of Ohio and in this District, where Defendant supplies information about lighting products that practice the claimed inventions of one or more of the Patents-in-Suit and maintains an online marketplace for purchasing these products. Menards' website specifically allows lighting products that practice the claimed inventions of one or more of the Patents-in-Suit to be purchased for delivery to locations within this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 9 and therefore denies them.

10. Furthermore, Menards previously further availed itself of this District in at least one prior lawsuit, *Menard, Inc. v. Bart (In re Bart)*, Ch. 13 Case No. 14-30998, Adv. No. 14-03082 (Bankr. N.D. Ohio), where Menards filed suit as a plaintiff. In so doing, Menards benefited from this District's judicial resources and received protections from this District's rules and laws.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 10 and therefore denies them.

SIGNIFY AND THE PATENTS-IN-SUIT

11. Signify, formerly Philips Lighting, is a global market leader with recognized expertise in the development, manufacturing, and application of a multitude of innovative lighting products, including LED lighting solutions. Signify's LED lighting products have been installed and utilized throughout the world, including the San Francisco Bay Bridge (<https://www.signify.com/en-us/our-company/news/press-release-archive/2013/20130305-philips-led-technology-helps-shine-light-on-bay-bridge-as-sustainable-art>), Seattle's CenturyLink Field (<https://www.signify.com/en-us/blog/archive/showcase/seattle-seahawks-and-centurylink>), London Bridge (<https://www.signify.com/global/our-company/news/press-releases/2018/20181129-london-calling-for-illuminated-bridges-for-worlds-longest-public-art-commission>), and Milwaukee's Daniel Hoan Memorial Bridge (<https://www.signify.com/global/our-company/news/press-releases/2020/20201021-signifys-connected-led-lighting-on-iconic-daniel-hoan-memorial-bridge>). [images omitted].

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 11 and therefore denies them.

12. To protect its intellectual property resulting from its significant investments, Signify has obtained numerous patents directed to, among other things, various LED inventions and technologies. Signify's LED-related patents include, for example, the Patents-in-Suit.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 12 and therefore denies them.

13. The '399 Patent, entitled "Methods and Apparatus for Providing Power to Lighting Devices," was duly and legally issued by the United States Patent and Trademark Office ("USPTO") on May 2, 2006. On August 22, 2006, a Certificate of Correction was issued in the '399 Patent, correcting two minor typographical errors in the issued patent. Plaintiff Signify North America Corporation is the assignee and owner of all right, title, and interest in the '399 Patent. A copy of the '399 Patent is attached as Exhibit 1.

ANSWER: Luminex denies that the '399 Patent was duly and legally issued. Luminex admits that the face of the '399 Patent includes the title "Methods and Apparatus for Providing Power to Lighting Devices," and an issue date of August 22, 2006. Luminex admits that a copy of the '399 Patent was attached as Exhibit 1 to Signify's Complaint. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 13 and therefore denies them.

14. On May 28, 2015, a petition for inter partes review (“IPR”) of the ’399 Patent was filed with the USPTO’s Patent Trial and Appeal Board (“PTAB”) and assigned. IPR2015-01294. On November 25, 2015, the PTAB instituted inter partes review. On November 23, 2016, the PTAB issued a Final Written Decision which upheld the patentability of the challenged claims. The PTAB’s Final Written Decision was appealed to the Federal Court of Appeals for the Federal Circuit (CAFC) and assigned Appeal No. 17-1532. On March 14, 2018, the CAFC issued a Decision affirming the PTAB’s Final Written Decision. On December 9, 2019, the USPTO issued an IPR Certificate in the ’399 Patent, indicating that as a result of the inter partes review, claims 7, 8, 17, 28, 28, and 34 of the ’399 Patent were confirmed patentable.

ANSWER: Luminex denies the allegations in paragraph 14 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 14 and therefore denies them.

15. On March 29, 2018, another petition for inter partes review of the ’399 Patent was filed with the PTAB, with this petition being assigned IPR2018-00790. On October 10, 2018, the PTAB denied institution of inter partes review, on the basis that the petitioner had not demonstrated a reasonable likelihood it would prevail in showing at least one of the challenged claims of the ’399 Patent was unpatentable.

ANSWER: Luminex denies the allegations in paragraph 15 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 15 and therefore denies them.

16. The ’554 Patent, entitled “LED Power Control Methods and Apparatus,” was duly and legally issued by the USPTO on August 14, 2007. Plaintiff Signify North America Corporation is the assignee and owner of all right, title, and interest in the ’554 Patent. A copy of the ’554 Patent is attached as Exhibit 2.

ANSWER: Luminex denies that the ’554 Patent was duly and legally issued. Luminex admits that the face of the ’554 Patent includes the title “LED Power Control Methods and Apparatus,” and an issue date of August 14, 2007. Luminex admits that a copy of the ’554 Patent was attached as Exhibit 2 to Signify’s Complaint. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 16 and therefore denies them.

17. The '643 Patent, entitled "LED Power Control Methods and Apparatus," was duly and legally issued by the USPTO on June 15, 2010. Plaintiff Signify North America Corporation is the assignee and owner of all right, title, and interest in the '643 Patent. A copy of the '643 Patent is attached as Exhibit 3.

ANSWER: Luminex denies that the '643 Patent was duly and legally issued. Luminex admits that the face of the '643 Patent includes the title "LED Power Control Method and Apparatus," and an issue date of June 15, 2010. Luminex admits that a copy of the '643 Patent was attached as Exhibit 3 to Signify's Complaint. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 17 and therefore denies them.

18. The '604 Patent, entitled "Light-Emitting Module," was duly and legally issued by the USPTO on March 25, 2008. Plaintiff Signify Holding B.V. is the assignee and owner of all right, title, and interest in the '604 Patent. A copy of the '604 Patent is attached as Exhibit 4.

ANSWER: Luminex denies that the '604 Patent was duly and legally issued. Luminex admits that the face of the '604 Patent includes the title "Light-Emitting Module," and an issue date of March 25, 2008. Luminex admits that a copy of the '604 Patent was attached as Exhibit 4 to Signify's Complaint. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 18 and therefore denies them.

19. The '506 Patent, entitled "Recessed Cove Lighting Apparatus for Architectural Surfaces," was duly and legally issued by the USPTO on February 9, 2010. Plaintiff Signify North America Corporation is the assignee and owner of all right, title, and interest in the '506 Patent. A copy of the '506 Patent is attached as Exhibit 5.

ANSWER: Luminex denies that the '506 Patent was duly and legally issued. Luminex admits that the face of the '506 Patent includes the title "Recessed Cove Lighting Apparatus for Architectural Surfaces," and an issue date of February 9, 2010. Luminex admits that a copy of the '506 Patent was attached as Exhibit 5 to Signify's Complaint. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 19 and therefore denies them.

20. The '336 Patent, entitled "Configurable Lighting System," was duly and legally issued by the USPTO on May 21, 2019. Plaintiff Signify Holding B.V. is the assignee and owner of all right, title, and interest in the '336 Patent. A copy of the '336 Patent is attached as Exhibit 6.

ANSWER: Luminex denies that the '336 Patent was duly and legally issued. Luminex admits that the face of the '336 Patent includes the title "Configurable Lighting System," and an issue date of May 21, 2019. Luminex admits that a copy of the '336 Patent was attached as Exhibit 6 to Signify's Complaint. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 20 and therefore denies them.

DEFENDANT AND ITS INFRINGING LED LIGHTING PRODUCTS

21. Through its more than 300 physical retail stores and through its website, Defendant is in the business of offering for sale, selling and distributing lighting products including lighting products based on and/or incorporating LED technology.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 21 and therefore denies them.

22. Upon information and belief, Defendant is the owner of one or more Federal registered trademarks for the mark "Patriot Lighting" in various trademark classes including those relating to lighting products. *See, e.g.*, Trademark Reg. Nos. 2195461 and 6534564.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 22 and therefore denies them.

23. Upon information and belief, Defendant is the owner of one or more Federal registered trademarks for the mark "MasterForce" in various trademark classes including those relating to lighting products. *See, e.g.*, Trademark Reg. Nos. 3815867, 3465741, and 5616305.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 23 and therefore denies them.

24. Upon information and belief, Defendant is the owner of one or more Federal registered trademarks for the mark "Smart Electrician" in various trademark classes including those relating to lighting products. *See, e.g.*, Trademark Reg. Nos. 3836929, 3997476, 5081316, and 6302884.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 24 and therefore denies them.

25. Upon information and belief, Defendant controls the “Patriot Lighting,” “MasterForce,” and “Smart Electrician” brands, including the association of products with these brands. *See, e.g.*, Paragraphs 21-24 (trademark registrations), *supra*; see also Exhibit 16 (Menards webpage, last visited May 22, 2022) at 3 (noting that “Patriot Lighting®” branded products are available “Only at Menards®”).

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 25 and therefore denies them.

26. Upon information and belief, Defendant offers for sale, sells, and/or imports LED lighting products under brands that are owned and/or controlled by Defendant (“Menards Branded Products”) which infringe one or more claims of the Patents-in-Suit (“Accused Menards Products”), including those marketed under the “Patriot Lighting,” “MasterForce,” and “Smart Electrician” brands.

ANSWER: Luminex denies the allegations in paragraph 26 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any “Menards Branded Products” supplied to Menard by Luminex, including the alleged “Luminex Infringing Products,” infringes one or more claims of the Patents-in-Suit.

27. Non-limiting examples of the Accused Menards Products include: SKU#s 346-0639, 346-7258, 346-9030, 347-0090, 348-2107, 349-1199, 349-1201, 349-1202, 349-1204, 349-1206, 349-1207, 349-1274, 349-1279, 349-1292, 349-1293, 349-1294, 349-1342, 349-1343, 349-1345, 349-1346, 349-1347, 349-1348, 349-1349, 349-1352, 349-1353, 349-1354, 349-1362, 349-1385, 349-1386, 349-1387, 349-1388, 349-1391, 349-1392, 349-1393, 349-1394, 349-1395, 349-2101, 349-2102, 349-2134, 349-2135, 351-0008, 351-1510, 351-4739, 351-8420, 351-8703, 351-8716, 351-8792, 356-4264, 370-1972, 370-3689, 370-5380, 370-5390, 370-5391, 370-5392, 370-5395, 370-5396, 370-5450, 370-5493, 370-5497, 370-5536, and 370-5537.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 27 and therefore denies them.

28. For example, upon information and belief, Defendant offers for sale, sells, and/or imports at least a 5-1/2" (4" internal diameter) round recessed downlight LED lighting product under the Patriot Lighting® brand name, Menards stock keeping unit (SKU) number 349-1348. Defendant offers for sale and sells this product online at <https://www.menards.com/main/lighting->

ceiling-fans/indoor-lighting/recessed-lights/patriot-lighting-reg-4-integrated-led-baffle-ultra-thin-recessed-downlight/rs2788/p-1561098576689-c-7499.htm (last retrieved on May 23, 2022). *See* Exhibit 17. Defendant also offers for sale and sells this product at its retail stores within Ohio and this District. A true and accurate copy of the Menards webpage, indicating the in-store availability of this product at certain Menards retail stores within Ohio and this District, is attached hereto as Exhibit 18.

ANSWER: Luminex admits that Menard offers for sale, sells, and/or imports at least a 5-1/2" (4" internal diameter) round recessed downlight LED lighting product under the Patriot Lighting® brand name, Menards stock keeping unit (SKU) number 349-1348. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 28 and therefore denies them.

29. Upon information and belief, Defendant also offers for sale, sells, and/or imports the Patriot Lighting® 5-1/2" (4" internal diameter) round recessed downlight LED lighting product (SKU# 349-1348) with the knowledge and/or reasonable expectation that this product will be used, offered for sale and/or sold within the State of Ohio, including within this District.

ANSWER: Luminex admits that Menard offers for sale, sells, and/or imports at least a 5-1/2" (4" internal diameter) round recessed downlight LED lighting product under the Patriot Lighting® brand name, Menards stock keeping unit (SKU) number 349-1348. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 29 and therefore denies them.

30. Upon information and belief, Defendant also has used and continues to use the Patriot Lighting® 5-1/2" (4" internal diameter) round recessed downlight LED lighting product (SKU# 349-1348) by testing the product and/or by operating the product in its physical retail stores (including, by way of example and not of limitation, operating such product within any "Expanded Lighting Showroom[s]" contained within such stores) within the State of Ohio, including within this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 30 and therefore denies them.

31. Upon information and belief, Defendant also offers for sale, sells, and/or imports at least a 6-7/8" (6" internal diameter) round recessed downlight LED lighting product under the Patriot Lighting® brand name, Menards SKU number 349-1353. Defendant offers for sale and sells this product online at <https://www.menards.com/main/lighting-ceiling-fans/indoor->

lighting/recessed-lights/patriot-lighting-reg-6-integrated-led-ultra-thin-round-downlight-4-pack/0065-2058/p-1561098568997-c-7499.htm (last retrieved on May 24, 2022). *See* Exhibit 20. Defendant also offers for sale and sells this product at its retail stores within Ohio and this District. A true and accurate copy of the Menards webpage, indicating the in-store availability of this product at certain Menards retail stores within Ohio and this District, is attached hereto as Exhibit 21.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 31 and therefore denies them

32. Upon information and belief, Defendant also offers for sale, sells, and/or imports the Patriot Lighting® 6-7/8" (6" internal diameter) round recessed downlight LED lighting product (SKU# 349-1353) with the knowledge and/or reasonable expectation that this product will be used, offered for sale and/or sold within the State of Ohio, including within this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 32 and therefore denies them.

33. Upon information and belief, Defendant also has used and continues to use the Patriot Lighting® 6-7/8" (6" internal diameter) round recessed downlight LED lighting product (SKU# 349-1353) by testing the product and/or by operating the product in its physical retail stores (including, by way of example and not of limitation, operating such product within any "Expanded Lighting Showroom[s]" contained within such stores) within the United States, including within the State of Ohio and this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 33 and therefore denies them.

34. Upon information and belief, Defendant also offers for sale, sells, and/or imports at least a Seattle II Nickel integrated LED vanity light product under the Patriot Lighting® brand name, Menards SKU number 351-1510. Defendant offers for sale and sells this product online at <https://www.menards.com/main/lighting-ceiling-fans/indoor-lighting/vanity-lights/patriot-lighting-reg-seattle-ii-nickel-integrated-led-vanity-light/va1126-nk3-24lfc-t/p-1550302354912-c-7502.htm> (last retrieved on June 16, 2022). *See* Exhibit 23. Defendant also offers for sale and sells this product at its retail stores within Ohio and this District. A true and accurate copy of the Menards webpage, indicating the in-store availability of this product at certain Menards retail stores within Ohio and this District, is attached hereto as Exhibit 24.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 34 and therefore denies them.

35. Upon information and belief, Defendant also offers for sale, sells, and/or imports the Patriot Lighting® Seattle II Nickel integrated LED vanity light product (SKU# 351-1510) with

the knowledge and/or reasonable expectation that this product will be used, offered for sale and/or sold within the State of Ohio, including within this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 35 and therefore denies them.

36. Upon information and belief, Defendant also has used and continues to use the Patriot Lighting® Seattle II Nickel integrated LED vanity light product (SKU# 351-1510) by testing the product and/or by operating the product in its physical retail stores (including, by way of example and not of limitation, operating such product within any “Expanded Lighting Showroom[s]” contained within such stores) within the United States, including within the State of Ohio and this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 36 and therefore denies them.

37. Upon information and belief, Defendant also offers for sale, sells, and/or imports at least a 3-7/8" (3" internal diameter) integrated LED gimbal recessed downlight product under the Patriot Lighting® brand name, Menards SKU number 349-1362. Defendant offers for sale and sells this product online at <https://www.menards.com/main/lighting-ceiling-fans/indoor-lighting/recessed-lights/patriot-lighting-reg-3-integrated-led-gimbal-recessed-downlight/rs2783/p-1561098576523-c-7499.htm> (last retrieved on June 16, 2022). *See* Exhibit 26. Defendant also offers for sale and sells this product at its retail stores within Ohio and this District. A true and accurate copy of the Menards webpage, indicating the in-store availability of this product at certain Menards retail stores within Ohio and this District, is attached hereto as Exhibit 27.

ANSWER: Luminex admits that Menard offers for sale, sells, and/or imports at least a 3-7/8" (3" internal diameter) integrated LED gimbal recessed downlight product under the Patriot Lighting® brand name, Menards SKU number 349-1362. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 37 and therefore denies them.

38. Upon information and belief, Defendant also offers for sale, sells, and/or imports the Patriot Lighting® 3-7/8" (3" internal diameter) integrated LED gimbal recessed downlight product (SKU# 349-1362) with the knowledge and/or reasonable expectation that this product will be used, offered for sale and/or sold within the State of Ohio, including within this District.

ANSWER: Luminex admits that Menard offers for sale, sells, and/or imports the Patriot Lighting® 3-7/8" (3" internal diameter) integrated LED gimbal recessed downlight product (SKU

number 349-1362). Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 38 and therefore denies them.

39. Upon information and belief, Defendant also has used and continues to use the Patriot Lighting® 3-7/8" (3" internal diameter) integrated LED gimbal recessed downlight product (SKU# 349-1362) by testing the product and/or by operating the product in its physical retail stores (including, by way of example and not of limitation, operating such product within any "Expanded Lighting Showroom[s]" contained within such stores) within the United States, including within the State of Ohio and this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 39 and therefore denies them.

40. Upon information and belief, Defendant also offers for sale, sells, and/or imports at least a Norm Black integrated LED pendant light product under the Patriot Lighting® brand name, Menards SKU number 351-8716. Defendant offers for sale and sells this product online at <https://www.menards.com/main/lighting-ceiling-fans/indoor-lighting/pendants/patriot-lighting-reg-norm-black-integrated-led-pendant/jaxp24l30d1bk/p-4221069731032612-c-7498.htm> (last retrieved on June 30, 2022). *See* Exhibit 29. Defendant also offers for sale and sells this product at its retail stores within Ohio and this District. A true and accurate copy of the Menards webpage, indicating the in-store availability of this product at certain Menards retail stores within Ohio and this District, is attached hereto as Exhibit 30.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 40 and therefore denies them.

41. Upon information and belief, Defendant also offers for sale, sells, and/or imports the Patriot Lighting® Norm Black integrated LED pendant lighting product (SKU# 351-8716) with the knowledge and/or reasonable expectation that this product will be used, offered for sale and/or sold within the State of Ohio, including within this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 41 and therefore denies them.

42. Upon information and belief, Defendant also has used and continues to use the Patriot Lighting® Norm Black integrated LED pendant lighting product (SKU# 351-8716) by testing the product and/or by operating the product in its physical retail stores (including, by way of example and not of limitation, operating such product within any "Expanded Lighting Showroom[s]" contained within such stores) within the United States, including within the State of Ohio and this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 42 and therefore denies them.

43. Upon information and belief, Defendant also offers for sale, sells, and/or imports at least a 6" LED ultra-thin downlight product under the Patriot Lighting® brand name, Menards SKU number 349-1292. Defendant offers for sale and sells this product online at <https://www.menards.com/main/lighting-ceiling-fans/indoor-lighting/recessed-lights/patriot-lighting-reg-6-led-ultra-thin-downlight-3-pack/91288/p-1567578524821-c-7499.htm> (last retrieved on June 16, 2022). See Exhibit 32. Defendant also offers for sale and sells this product at its retail stores within Ohio and this District. A true and accurate copy of the Menards webpage, indicating the in-store availability of this product at certain Menards retail stores within Ohio and this District, is attached hereto as Exhibit 33.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 43 and therefore denies them.

44. Upon information and belief, Defendant also offers for sale, sells, and/or imports the Patriot Lighting® 6" LED ultra-thin downlight product (SKU# 349-1292) with the knowledge and/or reasonable expectation that this product will be used, offered for sale and/or sold within the State of Ohio, including within this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 44 and therefore denies them.

45. Upon information and belief, Defendant also has used and continues to use the Patriot Lighting® 6" LED ultra-thin downlight product (SKU# 349-1292) by testing the product and/or by operating the product in its physical retail stores (including, by way of example and not of limitation, operating such product within any "Expanded Lighting Showroom[s]" contained within such stores) within the United States, including within the State of Ohio and this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 45 and therefore denies them.

46. Upon information and belief, Defendant also offers for sale, sells, and/or imports at least a 4-3/4" LED ultra-thin square recessed downlight product under the Patriot Lighting® brand name, Menards SKU number 349-1391. Defendant offers for sale and sells this product online at <https://www.menards.com/main/lighting-ceiling-fans/indoor-lighting/recessed-lights/patriot-lighting-reg-4-3-4-led-ultra-thin-square-recessed-downlight/0065-2176/p-12148367797381490-c-7499.htm> (last retrieved on June 16, 2022). See Exhibit 35. Defendant also offers for sale and sells this product at its retail stores within Ohio and this District. A true and accurate copy of the Menards webpage, indicating the in-store availability of this product at certain Menards retail stores within Ohio and this District, is attached hereto as Exhibit 36.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 46 and therefore denies them.

47. Upon information and belief, Defendant also offers for sale, sells, and/or imports the Patriot Lighting® 4-3/4" LED ultra-thin square recessed downlight product (SKU# 349-1391) with the knowledge and/or reasonable expectation that this product will be used, offered for sale and/or sold within the State of Ohio, including within this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 47 and therefore denies them.

48. Upon information and belief, Defendant also has used and continues to use the Patriot Lighting® 4-3/4" LED ultra-thin square recessed downlight product (SKU# 349-1391) by testing the product and/or by operating the product in its physical retail stores (including, by way of example and not of limitation, operating such product within any "Expanded Lighting Showroom[s]" contained within such stores) within the United States, including within the State of Ohio and this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 48 and therefore denies them.

49. Upon information and belief, Defendant also offers for sale, sells, and/or imports at least a 10,000 lumen portable work light LED lighting product under the Masterforce® brand name, Menards SKU number 370-5380. Defendant offers for sale and sells this product online at <https://www.menards.com/main/lighting-ceiling-fans/work-lights/masterforce-reg-10000-lumen-portable-led-work-light/mast83100/p-3149259783598238-c-7546.htm> (last retrieved on May 23, 2022). See Exhibit 38. Defendant also offers for sale and sells this product at its at its retail stores within Ohio and this District. A true and accurate copy of the Menards webpage, indicating the in-store availability of this product at certain Menards retail stores within Ohio and this District, is attached hereto as Exhibit 39.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 49 and therefore denies them.

50. Upon information and belief, Defendant also offers for sale, sells, and/or imports the Masterforce® 10,000 lumen portable work light LED lighting product (SKU# 370-5380) with the knowledge and/or reasonable expectation that this product will be used, offered for sale and/or sold within the State of Ohio, including within this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 50 and therefore denies them.

51. Upon information and belief, Defendant also has used and continues to use the Masterforce® 10,000 lumen portable work light LED lighting product (SKU# 370-5380) by testing the product and/or by operating the product in its physical retail stores (including, by way of example and not of limitation, operating such product within any “Expanded Lighting Showroom[s]” contained within such stores) within the United States, including within the State of Ohio and this District.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 51 and therefore denies them.

52. The Accused Menards Products include at least those products identified in paragraphs 21-51 above and/or in Counts One through Six below, and any and all other lighting products made, used, offered for sale, sold and/or imported into the United States under brands that are owned and/or controlled by Defendant (directly and/or indirectly) having a substantially similar design, configuration and/or operation and/or which otherwise infringe one or more claims of the Patents-in-Suit.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 52 and therefore denies them.

53. Upon information and belief, Defendant also has used and continues to use Menards Branded Products, including the Accused Menards Products and at least those products identified in paragraphs 21-51 above and/or in Counts One through Six below, by testing these products and/or by operating these products in its physical retail stores including, by way of example and not of limitation, in any “Expanded Lighting Showroom[s]” contained within such stores.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 53 and therefore denies them.

54. Upon information and belief, Menards’ offers for sale, sales, importation, and/or use as referenced in paragraphs 21-51 above and/or in Counts One through Six below, have been ongoing and first began prior to the filing of this Complaint.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 54 and therefore denies them.

PRE-SUIT NOTICE AND COMMUNICATIONS

55. Menards received actual notice of its infringement of the ’399 Patent and the ’336 Patent at least by February 8, 2021.

ANSWER: Luminex denies the allegations in paragraph 55 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 55 and therefore denies them.

56. Menards received actual notice of its infringement of the '554 Patent and the '643 Patent at least by August 13, 2021.

ANSWER: Luminex denies the allegations in paragraph 56 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 56 and therefore denies them.

57. Menards received actual notice of its infringement of the '604 Patent and the '506 Patent at least as of the filing date of this Complaint.

ANSWER: Luminex denies the allegations in paragraph 57 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 57 and therefore denies them.

58. On February 8, 2021, Signify sent Menards a letter ("February 8 Letter") via U.S. Certified Mail. The February 8 Letter, signed by Mr. Aaron J. Rugh, Esq., informed Menards that Menards Branded Products infringe numerous Signify patents.

ANSWER: Luminex denies the allegations in paragraph 58 insofar as they constitute legal opinions, arguments, or conclusions and therefore no require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 58 and therefore denies them.

59. The February 8 Letter identified, among other Signify patents, at least the '399 Patent and the '336 Patent, and identified, as a non-limiting example and among other products, the Patriot Lighting® 5-1/2" (4" internal diameter) round recessed downlight LED lighting product (SKU# 349-1348) as practicing the claimed inventions of at least the '399 Patent and the '336 Patent.

ANSWER: Luminex denies the allegations in paragraph 59 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 59 and therefore denies them.

60. The February 8 Letter invited Menards to engage in discussions regarding Menards' infringing products and potential participation in Signify's technology licensing program.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 60 and therefore denies them.

61. On February 24, 2021, Menards sent Signify a letter ("February 24 Letter") via U.S. Certified Mail. The February 24 Letter was signed by Elizabeth Weber, Esq., senior corporate counsel for Menards. The February 24 Letter confirmed Menards' receipt of the February 8 Letter, but made no substantive response to the issues raised in Signify's February 8 letter.

ANSWER: Luminex denies the allegations in paragraph 61 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 61 and therefore denies them.

62. On March 11, 2021, Mr. Rugh and Ms. Weber had a telephone conference, during which Mr. Rugh described Signify's technology licensing program and proposed next steps, including Signify's willingness to provide additional details through a technical presentation concerning Menards Branded Products and Signify's patents.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 62 and therefore denies them.

63. During the March 11, 2021 telephone conference, Ms. Weber declined to discuss a license, and requested that Signify instead speak to Menards' suppliers. Mr. Rugh explained that it was Signify's policy to license private label retailers directly, not suppliers.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 63 and therefore denies them.

64. On March 12, 2021, Mr. Rugh sent Ms. Weber an email summarizing the discussions that took place during the March 11, 2021 telephone call.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 64 and therefore denies them.

65. On March 15, 2021, Ms. Weber sent Mr. Rugh an email, confirming Mr. Rugh's summary of the March 11, 2021 telephone discussion. However, Ms. Weber again declined Signify's request to engage in substantive discussions regarding Menards' infringement of Signify's patented technologies and participation in Signify's technology licensing program.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 65 and therefore denies them.

66. On April 5, 2021, Mr. Rugh sent Ms. Weber an email ("April 5 Email"), again reiterating that Menards Branded Products infringe numerous Signify patents and inviting further discussion of these issues. The April 5 Email also identified additional Signify patents infringed by Menards Branded Products, and further identified additional Menards Branded Products which Signify believed infringe its patents.

ANSWER: Luminex denies the allegations in paragraph 66 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 66 and therefore denies them.

67. For example, the April 5 Email identified, as a non-limiting example and among other products, the Patriot Lighting® 5-1/2" (4" internal diameter) round recessed downlight LED lighting product (SKU# 349-1348) as practicing the claimed inventions of at least the '399 Patent and the '336 Patent.

ANSWER: Luminex denies the allegations in paragraph 67 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 67 and therefore denies them.

68. The April 5 Email also identified, among other products, the Patriot Lighting® 6-7/8" (6" internal diameter) round recessed downlight LED lighting product (SKU# 349-1353) as practicing the claimed inventions of one or more Signify patents.

ANSWER: Luminex denies the allegations in paragraph 68 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response

is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 68 and therefore denies them.

69. On April 6, 2021, Ms. Weber sent Mr. Rugh an email which confirmed receipt of the April 5 Email, but again offered no substantive response to the issues raised by Signify.

ANSWER: Luminex denies the allegations in paragraph 69 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 69 and therefore denies them.

70. On May 14, 2021, Ms. Weber sent Mr. Rugh an email, requesting that Signify provide detailed analysis regarding Signify's theories of infringement, ostensibly so that Menards could "better understand Signify's allegations" of infringement.

ANSWER: Luminex denies the allegations in paragraph 70 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 70 and therefore denies them.

71. On August 13, 2021, Signify supplied a 423-page document containing claim charts articulating exemplary bases for infringement, including with respect to specific exemplary Signify patents and specific exemplary Menards Branded Products.

ANSWER: Luminex denies the allegations in paragraph 71 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 71 and therefore denies them.

72. More specifically, Mr. Rugh sent Ms. Weber two emails ("first August 13 Email" and "second August 13 Email," respectively). The first August 13 Email identified 28 Signify patents (including the '399 Patent, the '554 Patent, the '643 Patent and the '336 Patent) and 18 different Menards Branded Products marketed, sold, offered for sale, and/or imported by Menards (including those marketed under the Patriot Lighting® brand).

ANSWER: Luminex denies the allegations in paragraph 72 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 72 and therefore denies them.

73. For example, the first August 13 Email identified, among other products, the Patriot Lighting® 5-1/2" (4" internal diameter) round recessed downlight LED lighting product (SKU# 349-1348) as an exemplary Menards product that practiced the claimed inventions of at least the '399 Patent, the '554 Patent, the '643 Patent, and the '336 Patent.

ANSWER: Luminex denies the allegations in paragraph 73 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 73 and therefore denies them.

74. As another example, the first August 13 Email also identified, among other products, the Patriot Lighting® 6-7/8" (6" internal diameter) round recessed downlight LED lighting product (SKU# 349-1353) as an exemplary Menards product that practiced the claimed inventions of at least the '399 Patent and the '554 Patent (among other Signify patents).

ANSWER: Luminex denies the allegations in paragraph 74 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 74 and therefore denies them.

75. The first August 13 Email again invited Menards to discuss the patent issues with Signify "with the goal of reaching an amicable resolution."

ANSWER: Luminex denies the allegations in paragraph 75 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 75 and therefore denies them.

76. The second August 13 Email attached, pursuant to Menards' request, a PDF file containing 423 pages of claim charts ("August 13 Claim Charts"). The August 13 Claim Charts

presented detailed exemplary factual support and analysis as to how certain exemplary products sold, offered for sale, and/or imported by Menards practiced one or more of the identified 28 Signify patents.

ANSWER: Luminex denies the allegations in paragraph 76 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 76 and therefore denies them.

77. On August 16, 2021, Ms. Weber sent Mr. Rugh an email which confirmed receipt of the first and second August 13 Emails, but again failed to respond substantively to the issues raised by Signify.

ANSWER: Luminex denies the allegations in paragraph 77 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 77 and therefore denies them.

78. On August 17, 2021, Mr. Rugh sent Ms. Weber an email to set a time to speak about “next steps and a path forward.”

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 78 and therefore denies them.

79. On September 3, 2021, Ms. Weber sent Mr. Rugh an email (“September 3 Email”) which stated that Menards’ position “has not changed” and that in Menards’ view, another call between the parties would not be “productive.”

ANSWER: Luminex denies the allegations in paragraph 79 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 79 and therefore denies them.

80. The September 3 Email did not dispute any substantive allegation, in whole or in part, contained in the August 13 Claim Charts which had previously been requested by Menards.

ANSWER: Luminex denies the allegations in paragraph 80 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 80 and therefore denies them.

81. Despite multiple follow-up inquiries from Mr. Rugh, Menards did not further respond to Signify until January 28, 2022.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 81 and therefore denies them.

82. On January 28, 2022, Ms. Weber sent Mr. Rugh another email (“January 28 Email”) in which Menards claimed it was “not in a position to substantively evaluate Signify’s allegations,” despite the fact that Menards had requested and been provided over 400 pages in claim charts detailing instances of Menards’ infringement.

ANSWER: Luminex denies the allegations in paragraph 82 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 82 and therefore denies them.

83. Again, in the January 28 Email Menards did not dispute any substantive allegation, in whole or in part, of Signify’s infringement analysis contained in the August 13 Claim Charts. Instead, in the January 28 Email Menards confirmed that it had not “substantively evaluate[d] Signify’s allegations” despite previously requesting and being supplied with the August 13 Claim Charts.

ANSWER: Luminex denies the allegations in paragraph 83 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 83 and therefore denies them.

84. In the January 28 Email, Menards again declined to engage in any good faith discussion of Signify’s infringement allegations, the 423 pages of detailed bases Signify had provided at Menards’ insistence, or a potential license.

ANSWER: Luminex denies the allegations in paragraph 84 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 84 and therefore denies them.

FIRST CLAIM FOR RELIEF INFRINGEMENT OF THE '399 PATENT

85. Paragraphs 1 through 84 are incorporated by reference as if fully stated herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 84.

86. Upon information and belief, Menards has directly infringed one or more claims of the '399 Patent under 35 U.S.C. § 271(a), including at least Claim 7, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling and/or importing into the United States infringing Menards Branded Products (including, but not limited to, "Patriot Lighting®", "MasterForce®", and/or "Smart Electrician®" brands) ("the '399 Patent Accused Products").

ANSWER: Luminex denies the allegations in paragraph 86 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. Luminex denies that any Luminex-supplied Menards Branded Product caused Menard to infringe and/or continue to infringe one or more claims of the '399 Patent under 35 U.S.C. § 271(a), including at least Claim 7, literally and/or under the doctrine of equivalents. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 86 and therefore denies them.

87. For example, Exhibit 7 presents exemplary claim charts comparing Claim 7 of the '399 Patent to exemplary accused products: the Patriot Lighting® 5-1/2" (4" internal diameter) round recessed downlight LED lighting product (SKU# 349-1348), the Patriot Lighting® 6-7/8" (6" internal diameter) round recessed downlight LED lighting product (SKU# 349-1353), and the Patriot Lighting® Seattle II Nickel integrated LED vanity light product (SKU# 351-1510) ("Exemplary '399 Patent Accused Products").

ANSWER: Luminex denies the allegations in paragraph 87 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product, including SKU

349-1348, infringes any valid and enforceable claims of the '399 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 87 and therefore denies them.

88. Menards has sold the Exemplary '399 Patent Accused Products in its physical locations and through its website. *See, e.g.*, Exhibits 17-18, 20-21, 23-24.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 88 and therefore denies them.

89. As set forth in Exhibit 7, the Exemplary '399 Patent Accused Products practice and/or embody the technology claimed in the '399 Patent. Accordingly, the Exemplary '399 Patent Accused Products infringe at least Claim 7 of the '399 Patent.

ANSWER: Luminex denies the allegations in paragraph 89 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product practices and/or embodies the technology claimed in the '399 Patent. Luminex denies that any Luminex-supplied Menards Branded Product infringes at least Claim 7 of the '399 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 89 and therefore denies them.

90. For clarity, the '399 Patent Accused Products are not limited to the above referenced Exemplary '399 Patent Accused Products, but rather include all Menards Branded Products which infringe one or more claims of the '399 Patent. On information and belief, numerous other Menards Branded Products that infringe one or more claims of the '399 Patent have been made, used, sold, offered for sale, and/or imported into the U.S. by Menards. In this regard, and as presently advised, at least the following Menards Branded Products (by SKU number) also appear to infringe the '399 Patent: 349-1349, 349-1395, 349-1201, 349-1202, 349-1204, 349-1206, 349-1207, 349-1292, 349-1345, 349-1346, 349-1347, 349-1354, 349-1391, 349-1392, 349-1393, 349-1394, 349-2101, 349-2102, 349-2135, 349-1199, 349-1362, 349-2134, 351-0008, 351-8420, 351-8703, 351-8716, and 351-8792. 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.

ANSWER: Luminex denies the allegations in paragraph 90 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product, including SKUs 349-1349, 349-1202, 349-2135, 349-1199, 349-1362, 349-2134, 351-0008, and 351-8792, infringes any valid and enforceable claims of the '399 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 90 and therefore denies them.

91. Upon information and belief, in addition to making, importing and/or selling or offering for sale the '399 Patent Accused Products in this District and elsewhere in the U.S., Menards also directly infringes the '399 Patent under 35 U.S.C. § 271(a) at least because it has operated the '399 Patent Accused Products in its physical retail stores (including, by way of example and not of limitation, operating such products within any "Expanded Lighting Showroom[s]" contained within such stores) within the United States, including within the State of Ohio and this District.

ANSWER: Luminex denies the allegations in paragraph 91 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '399 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 91 and therefore denies them.

92. Upon information and belief, Menards also directly infringes the '399 Patent under 35 U.S.C. § 271(a) at least because it took part in testing and/or otherwise using '399 Patent Accused Products within the United States.

ANSWER: Luminex denies the allegations in paragraph 92 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '399 Patent. Luminex lacks knowledge or information

sufficient to form a belief about the truth of the remaining allegations in paragraph 92 and therefore denies them.

93. Upon information and belief, Menards has induced infringement of the '399 Patent under 35 U.S.C. § 271(b) at least by actively and knowingly aiding and abetting direct infringement by others, with specific intent to encourage infringement. Menards has had actual knowledge of the existence of the '399 Patent and its infringement since at least February 8, 2021. Upon information and belief, Menards has actively induced infringement, and continues to actively induce infringement, by at least directing manufacturers to manufacture and/or import '399 Patent Accused Products which infringe the '399 Patent, knowing these products will be imported into, offered for sale, sold, and used within the United States, and with specific intent to encourage infringement. Menards also has actively induced infringement, and continues to actively induce infringement, by at least actively encouraging customers and other downstream users to purchase, install, and use '399 Patent Accused Products which infringe the '399 Patent, and/or actively encouraging customers and other downstream users to use '399 Patent Accused Products in a manner that constitutes infringement of the '399 Patent. *See, e.g.*, Exhibits 19 (SKU# 349-1348 installation manual), 22 (SKU# 349-1353 installation manual), 25 (SKU# 351-1510 installation manual).

ANSWER: Luminex denies the allegations in paragraph 93 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '399 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 93 and therefore denies them.

94. For example, Menards provides instructions for installing and using Menards Branded Products (including without limitation the Exemplary '399 Patent Accused Products) through its installation manuals, product specifications provided on its website, and, on information and belief, through other instructions provided to its customers and other downstream users.

ANSWER: Luminex denies the allegations in paragraph 94 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 94 and therefore denies them.

95. Accordingly, Menards actively encourages and instructs its customers and other downstream users to purchase '399 Patent Accused Products (including without limitation the Exemplary '399 Patent Accused Products) and install such products in such a manner that, when used, the products perform the method of A) providing power to at least one LED based on a power-related signal from an alternating current (A.C.) power source that provides signals other than a standard A.C. line voltage (*see* Exhibit 7 at 6-8), wherein the act A) includes an act of: providing power to the at least one LED based on a power-related signal from an alternating current (A.C.) dimmer circuit (*see id.* at 6-8), wherein the A.C. dimmer circuit is controlled by a user interface to vary the power-related signal (*id.*), and wherein the act A) includes an act of: C) variably controlling at least one parameter of light generated by the at least one LED in response to operation of the user interface (*id.* at 9-10), wherein the operation of the user interface varies a duty cycle of the power-related signal (*id.*), and wherein the act C) includes an act of: D) variably controlling the at least one parameter of the light based at least on the variable duty cycle of the power-related signal (*id.*), knowing the same to constitute infringement of the '399 Patent. See '399 Patent, Claim 34.

ANSWER: Luminex denies the allegations in paragraph 95 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '399 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 95 and therefore denies them.

96. Upon information and belief, Menards has contributed to infringement of one or more claims of the '399 Patent under 35 U.S.C. § 271(c), including at least Claim 34, by offering to sell, selling and/or importing into the United States, Menards Branded Products for use in practicing a claimed process of the '399 Patent (including, without limitation, the process of Claim 34), constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of the '399 Patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use. *See, e.g.*, Paragraph 95, *supra*.

ANSWER: Luminex denies the allegations in paragraph 96 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '399 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 96 and therefore denies them.

97. Defendant's infringement has caused damage to Signify and Signify is entitled to recover damages in an amount subject to proof at trial pursuant to 35 U.S.C. § 284.

ANSWER: Luminex denies the allegations in paragraph 97 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that the use, sale or offer for sale by Menard of any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '399 Patent, or caused or continues to cause damage to Signify. Luminex denies that Signify is entitled to recover damages in an amount subject to proof at trial pursuant to 35 U.S.C. § 284 with respect to any Luminex-supplied Menards Branded Product. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 97 and therefore denies them.

98. Upon information and belief, the foregoing infringement of the '399 Patent has been willful, intentional and purposeful, in disregard of and indifferent to Signify's rights.

ANSWER: Luminex denies the allegations in paragraph 98 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '399 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 98 and therefore denies them.

SECOND CLAIM FOR RELIEF INFRINGEMENT OF THE '554 PATENT

99. Paragraphs 1 through 84 are incorporated by reference as if fully stated herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 84.

100. Upon information and belief, Menards has directly infringed and continues to directly infringe one or more claims of the '554 Patent under 35 U.S.C. § 271(a), including at least Claim 1, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling and/or importing into the United States infringing Menards Branded Products (including,

but not limited to, “Patriot Lighting®”, “MasterForce®”, and/or “Smart Electrician®” brands) (“the ’554 Patent Accused Products”).

ANSWER: Luminex denies the allegations in paragraph 100 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. Luminex denies that any Luminex-supplied Menards Branded Product caused Menard to infringe and/or continue to infringe one or more claims of the ’554 Patent under 35 U.S.C. § 271(a), including at least Claim 1, literally and/or under the doctrine of equivalents. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 100 and therefore denies them.

101. For example, Exhibit 8 presents exemplary claim charts comparing Claim 1 of the ’554 Patent to exemplary accused products: the Patriot Lighting® 6-7/8" (6" internal diameter) round recessed downlight LED lighting product (SKU# 349-1353), the Patriot Lighting® 3-7/8" (3" internal diameter) gimbal recessed downlight LED lighting product (SKU# 349-1362), and the Patriot Lighting® Norm Black integrated LED pendant lighting product (SKU#351-8716) (collectively, the “Exemplary ’554 Patent Accused Products”).

ANSWER: Luminex denies the allegations in paragraph 101 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product, including SKU 349-1362, infringes any valid and enforceable claims of the ’554 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 101 and therefore denies them.

102. Menards has sold, and continues to sell, the Exemplary ’554 Patent Accused Products in its physical locations and through its website. *See, e.g.*, Exhibits 20-21, 26-27, 29- 30.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 102 and therefore denies them.

103. As set forth in Exhibit 8, the Exemplary ’554 Patent Accused Products practice and/or embody the technology claimed in the ’554 Patent. Accordingly, the Exemplary ’554 Patent Accused Products infringe at least Claim 1 of the ’554 Patent.

ANSWER: Luminex denies the allegations in paragraph 103 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product practices and/or embodies the technology claimed in the '554 Patent. Luminex denies that any Luminex-supplied Menards Branded Product infringes at least Claim 1 of the '554 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 103 and therefore denies them.

104. For clarity, the '554 Patent Accused Products are not limited to the above referenced Exemplary '554 Patent Accused Products, but rather include all Menards Branded Products which infringe one or more claims of the '554 Patent. On information and belief, numerous other Menards Branded Products that infringe one or more claims of the '554 Patent have been made, used, sold, offered for sale, and/or imported into the U.S. by Menards. In this regard, and as presently advised, at least the following Menards Branded Products (by SKU number) also appear to infringe the '554 Patent: 349-1207, 349-1348, 349-1349, 349-1201, 349-1206, 349-1345, 349-1347, 349-1354, 349-1391, 349-1392, 349-1393, 349-1394, 349-2101, 349-2102, 349-2135, 349-1199, 349-2134, 351-8420, 351-8703, 351-8716, 351-8792. 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.

ANSWER: Luminex denies the allegations in paragraph 104 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product, including SKUs 349-1348, 349-1349, 349-2135, 349-1199, 349-2134, and 351-8792, infringes any valid and enforceable claims of the '554 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 104 and therefore denies them.

105. Upon information and belief, in addition to making, importing and/or selling or offering for sale the '554 Patent Accused Products in this District and elsewhere in the U.S., Menards also directly infringes the '554 Patent under 35 U.S.C. § 271(a) at least because it has operated, and continues to operate, the '554 Patent Accused Products in its physical retail stores (including, by way of example and not of limitation, operating such products within any "Expanded Lighting Showroom[s]" contained within such stores) within the United States, including within the State of Ohio and this District.

ANSWER: Luminex denies the allegations in paragraph 105 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '554 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 105 and therefore denies them.

106. Upon information and belief, Menards also directly infringes the '554 Patent under 35 U.S.C. § 271(a) at least because it takes part in testing and/or otherwise using '554 Patent Accused Products within the United States.

ANSWER: Luminex denies the allegations in paragraph 106 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '554 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 106 and therefore denies them.

107. Upon information and belief, Menards has induced and continues to induce infringement of the '554 Patent under 35 U.S.C. § 271(b) at least by actively and knowingly aiding and abetting direct infringement by others, with specific intent to encourage infringement. Menards has had actual knowledge of the existence of the '554 Patent and its infringement since at least August 13, 2021. Upon information and belief, Menards has actively induced infringement, and continues to actively induce infringement, by at least directing manufacturers to manufacture and/or import '554 Patent Accused Products which infringe the '554 Patent, knowing these products will be imported into, offered for sale, sold, and used within the United States, and with specific intent to encourage infringement. Menards also has actively induced infringement, and continues to actively induce infringement, by at least actively encouraging customers and other downstream users to purchase, install, and use '554 Patent Accused Products which infringe the '554 Patent, and/or actively encouraging customers and other downstream users to use '554 Patent Accused Products in a manner that constitutes infringement of the '554 Patent. See, e.g., Exhibits 22 (SKU# 349-1353 installation manual), 28 (SKU# 349-1362 installation manual), 31 (SKU# 351-8716 installation manual).

ANSWER: Luminex denies the allegations in paragraph 107 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response

is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '554 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 107 and therefore denies them.

108. For example, Menards provides instructions for installing and using Menards Branded Products (including without limitation the Exemplary '554 Patent Accused Products) through its installation manuals, product specifications provided on its website, and, on information and belief, through other instructions provided to its customers and other downstream users.

ANSWER: Luminex denies the allegations in paragraph 108 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 108 and therefore denies them.

109. Accordingly, Menards actively encourages and instructs its customers and other downstream users to purchase '554 Patent Accused Products (including without limitation the Exemplary '554 Patent Accused Products) and install such products in such a manner that, when used, the products perform the method of A) generating first radiation having a first spectrum from at least one first LED (*see* Exhibit 8 at 5); and B) controllably varying a first intensity of the first radiation without monitoring or regulating a first voltage or a first current provided to the at least one first LED and without optically monitoring the first radiation (*see id.* at 6-7), wherein the act B) comprises acts of: storing input energy derived from a power source to at least one energy transfer element (*see id.* at 8); providing output energy from the at least one energy transfer element to the at least one first LED (*see id.*); and controlling at least the input energy stored to the at least one energy transfer element via at least one switch coupled to the at least one energy transfer element (*see id.* at 9), knowing the same to constitute infringement of the '554 Patent. *See* '554 Patent, Claim 46.

ANSWER: Luminex denies the allegations in paragraph 109 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '554 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 109 and therefore denies them.

110. Upon information and belief, Menards has contributed to, and continues to contribute to, infringement of one or more claims of the '554 Patent under 35 U.S.C. § 271(c), including at least Claim 46, by offering to sell, selling and/or importing into the United States, Menards Branded Products for use in practicing a claimed process of the '554 Patent (including, without limitation, the process of Claim 46), constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of the '554 Patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use. *See, e.g.,* Paragraph 109, *supra*.

ANSWER: Luminex denies the allegations in paragraph 110 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '554 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 110 and therefore denies them.

111. Defendant's infringement of the '554 Patent has caused and continues to cause damage to Signify and Signify is entitled to recover damages in an amount subject to proof at trial pursuant to 35 U.S.C. § 284.

ANSWER: Luminex denies the allegations in paragraph 111 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that that the use, sale or offer for sale by Menard of any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '554 Patent, or caused or continues to cause damage to Signify. Luminex denies that Signify is entitled to recover damages in an amount subject to proof at trial pursuant to 35 U.S.C. § 284 with respect to any Luminex-supplied Menards Branded Product. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 111 and therefore denies them.

112. Upon information and belief, the foregoing infringement of the '554 Patent has been willful, intentional and purposeful, in disregard of and indifferent to Signify's rights.

ANSWER: Luminex denies the allegations in paragraph 112 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '554 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 112 and therefore denies them.

113. Defendant's continuing infringement of the '554 Patent irreparably harms Signify, and Signify will continue to suffer irreparable harm absent entry of a permanent injunction pursuant to 35 U.S.C. § 283 enjoining Defendant and its agents, servants, employees, representatives, affiliates, and all others acting with them, from infringing the '554 Patent.

ANSWER: Luminex denies the allegations in paragraph 113 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '554 Patent. Luminex denies that Signify has suffered or will continue to suffer irreparable harm absent entry of a permanent injunction pursuant to 35 U.S.C. § 283. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 113 and therefore denies them.

THIRD CLAIM FOR RELIEF INFRINGEMENT OF THE '643 PATENT

114. Paragraphs 1 through 84 are incorporated by reference as if fully stated herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 84.

115. Upon information and belief, Menards has directly infringed and continues to directly infringe the '643 Patent under 35 U.S.C. § 271(a), literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling and/or importing into the United States infringing Menards Branded Products (including, but not limited to, "Patriot Lighting®", "MasterForce®", and/or "Smart Electrician®" brands) ("the '643 Patented Method Practicing Accused Products") which, during normal operation, infringe one or more of Claims 25-37 of the '643 Patent (including at least Claim 25).

ANSWER: Luminex denies the allegations in paragraph 115 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. Luminex denies that any Luminex-supplied Menards Branded Product caused Menard to infringe and/or continue to infringe one or more claims of the '643 Patent under 35 U.S.C. § 271(a), including at least Claim 25, literally and/or under the doctrine of equivalents. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 115 and therefore denies them.

116. For example, Exhibit 9 presents exemplary claim charts to illustrate practice of the method of Claim 25 of the '643 Patent during operation of the Patriot Lighting® 6-7/8" (6" internal diameter) round recessed downlight LED lighting product (SKU# 349-1353), the Patriot Lighting® 3-7/8" (3" internal diameter) gimbal recessed downlight LED lighting product (SKU# 349-1362), and the Patriot Lighting® Norm Black integrated LED pendant lighting product (SKU# 351-8716) (collectively, the "Exemplary '643 Patented Method Practicing Accused Products").

ANSWER: Luminex denies the allegations in paragraph 116 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product, including SKUs 349-1362, infringes any valid and enforceable claims of the '643 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 116 and therefore denies them.

117. Menards has sold, and continues to sell, the Exemplary '643 Patented Method Practicing Accused Products in its physical locations and through its website. *See, e.g.*, Exhibits 20-21, 26-27, 29-30.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 117 and therefore denies them.

118. As set forth in Exhibit 9, the Exemplary '643 Patented Method Practicing Accused Products during operation practice and/or embody the technology claimed in the '643 Patent. Accordingly, the Exemplary '643 Patented Method Practicing Accused Products infringe at least Claim 25 of the '643 Patent.

ANSWER: Luminex denies the allegations in paragraph 118 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product practices and/or embodies the technology claimed in the '643 Patent. Luminex denies that any Luminex-supplied Menards Branded Product infringes at least Claim 25 of the '643 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 118 and therefore denies them.

119. For clarity, the '643 Patented Method Practicing Accused Products are not limited to the above referenced Exemplary '643 Patented Method Practicing Accused Products, but rather include all Menards Branded Products which during operation infringe one or more of Claims 25-37 of the '643 Patent. On information and belief, numerous other Menards Branded Products that during operation infringe one or more of Claims 25-37 of the '643 Patent have been made, used, sold, offered for sale, and/or imported into the U.S. by Menards. In this regard, and as presently advised, at least the following Menards Branded Products (by SKU number) also appear during operation to infringe one or more of Claims 25-37 of the '643 Patent: 349-1207, 349-1348, 349-1349, 349-1201, 349-1206, 349-1345, 349-1347, 349-1354, 349-1391, 349-1392, 349-1393, 349-1394, 349-2101, 349-2102, 349-2135, 349-1199, 349-2134, 351-8420, 351-8703, 351-8716, 351-8792. Signify makes this preliminary identification 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.

ANSWER: Luminex denies the allegations in paragraph 119 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product, including SKUs 349-1348, 349-1349, 349-2135, 349-1199, 349-2134, and 351-8792, infringes any valid and enforceable claims of the '643 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 119 and therefore denies them.

120. Upon information and belief, in addition to making, importing and/or selling or offering for sale the '643 Patented Method Practicing Accused Products in this District and elsewhere in the U.S., Menards also directly infringes the '643 Patent under 35 U.S.C. § 271(a) at least because it has operated, and continues to operate, the '643 Patented Method Practicing Accused Products in its physical retail stores (including, by way of example and not of limitation, operating such products within any "Expanded Lighting Showroom[s]" contained within such stores) within the United States, including within the State of Ohio and this District.

ANSWER: Luminex denies the allegations in paragraph 120 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '643 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 120 and therefore denies them.

121. Upon information and belief, Menards also directly infringes the '643 Patent under 35 U.S.C. § 271(a) at least because it takes part in testing and/or otherwise using '643 Patented Method Practicing Accused Products within the United States.

ANSWER: Luminex denies the allegations in paragraph 121 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '643 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 121 and therefore denies them.

122. Upon information and belief, Menards also directly infringes the '643 Patent under 35 U.S.C. § 271(a) at least because customers and other downstream users of the '643 Patented Method Practicing Accused Products perform the method of one or more of Claims 25- 37 of the '643 Patent, and such performance is legally attributable to Menards. Menards directs and/or controls such customers and other downstream users to operate the '643 Patent Accused Products (including without limitation the Exemplary '643 Patent Accused Products) in such a manner so as to perform the method of Claim 25 of the '643 Patent. For instance, Menards conditions such customers and users' receipt and enjoyment of the benefits of dimming functionality in the Menards '643 Patent Method Practicing Products upon such customers and users installing and operating the Menards '643 Patent Method Practicing Products in a manner that performs the method of Claim 25 of the '643 Patent, and establishes the manner and/or timing of that performance. See, e.g., Exhibit 22 (SKU# 349-1353 installation manual) ("This product is suitable for use in dimming circuits. For 10-100% light control, use with an LED-compatible dimmer (sold separately)."); Exhibit 28 (SKU# 349-1362 installation manual) ("This fixture is dimmable with a forward phase electronic dimmer. Dimmers tested to be compatible with this fixture are the Lutron: DVWCL-153PH, MACL-153MH, SCL-153P, TGCL-153PH."); Exhibit 31 (SKU# 351-8716 installation manual) ("This fixture is designed for use in a 120VAC, 60Hz fused circuit and can be used in conjunction with most 2-wire, triac dimmers").

ANSWER: Luminex denies the allegations in paragraph 122 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '643 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 122 and therefore denies them.

123. Upon information and belief, Menards has induced and continues to induce infringement of the '643 Patent under 35 U.S.C. § 271(b) at least by actively and knowingly aiding and abetting direct infringement by others, with specific intent to encourage infringement. Menards has had actual knowledge of the existence of the '643 Patent and its infringement since at least August 13, 2021. Upon information and belief, Menards has actively induced infringement, and continues to actively induce infringement, by at least actively encouraging customers and other downstream users to purchase, install, and use '643 Patented Method Practicing Accused Products which infringe the '643 Patent, and/or actively encouraging customers and other downstream users to use '643 Patented Method Practicing Accused Products in a manner that constitutes infringement of the '643 Patent. *See, e.g.*, Exhibits 22 (SKU# 349- 1353 installation manual), 28 (SKU# 349-1362 installation manual), 31 (SKU# 351-8716 installation manual).

ANSWER: Luminex denies the allegations in paragraph 123 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '643 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 123 and therefore denies them.

124. For example, Menards provides instructions for installing and using Menards Branded Products (including without limitation the Exemplary '643 Patented Method Practicing Accused Products) through its installation manuals, product specifications provided on its website, and, on information and belief, through other instructions provided to its customers and other downstream users.

ANSWER: Luminex denies the allegations in paragraph 124 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response

is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 124 and therefore denies them.

125. Accordingly, Menards actively encourages and instructs its customers and other downstream users to purchase '643 Patented Method Practicing Accused Products (including without limitation the Exemplary '643 Patented Method Practicing Accused Products) and install such products in such a manner that, when used, the products perform the method of Claim 25 of the '643 Patent, knowing the same to constitute infringement of the '643 Patent. See Exhibit 9.

ANSWER: Luminex denies the allegations in paragraph 125 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '643 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 125 and therefore denies them.

126. Upon information and belief, Menards has contributed to, and continues to contribute to, infringement of one or more claims of the '643 Patent under 35 U.S.C. § 271(c), including at least Claim 25, by offering to sell, selling and/or importing into the United States, Menards Branded Products for use in practicing a claimed process of the '643 Patent (including, without limitation, the process of Claim 25), constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of the '643 Patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use. See, e.g., Paragraph 125, supra.

ANSWER: Luminex denies the allegations in paragraph 126 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '643 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 126 and therefore denies them.

127. Defendant's infringement of the '643 Patent has caused and continues to cause damage to Signify and Signify is entitled to recover damages in an amount subject to proof at trial pursuant to 35 U.S.C. § 284.

ANSWER: Luminex denies the allegations in paragraph 127 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that that the use, sale or offer for sale by Menard of any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '643 Patent, or caused or continues to cause damage to Signify. Luminex denies that Signify is entitled to recover damages in an amount subject to proof at trial pursuant to 35 U.S.C. § 284 with respect to any Luminex-supplied Menards Branded Product. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 127 and therefore denies them.

128. Upon information and belief, the foregoing infringement of the '643 Patent has been willful, intentional and purposeful, in disregard of and indifferent to Signify's rights.

ANSWER: Luminex denies the allegations in paragraph 128 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '643 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 128 and therefore denies them.

129. Defendant's continuing infringement of the '643 Patent irreparably harms Signify, and Signify will continue to suffer irreparable harm absent entry of a permanent injunction pursuant to 35 U.S.C. § 283 enjoining Defendant and its agents, servants, employees, representatives, affiliates, and all others acting with them, from infringing the '643 Patent.

ANSWER: Luminex denies the allegations in paragraph 129 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '643 Patent. Luminex denies that Signify has suffered or will continue to suffer irreparable harm absent entry of a permanent injunction pursuant to 35 U.S.C.

§ 283. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 129 and therefore denies them.

FOURTH CLAIM FOR RELIEF INFRINGEMENT OF THE '604 PATENT

130. Paragraphs 1 through 84 are incorporated by reference as if fully stated herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 84.

131. Upon information and belief, Menards has directly infringed and continues to directly infringe one or more claims of the '604 Patent under 35 U.S.C. § 271(a), including at least Claim 1, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling and/or importing into the United States infringing Menards Branded Products (including, but not limited to, "Patriot Lighting®", "MasterForce®", and/or "Smart Electrician®" brands) ("the '604 Patent Accused Products").

ANSWER: Luminex denies the allegations in paragraph 131 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. Luminex denies that any Luminex-supplied Menards Branded Product caused Menard to infringe and/or continue to infringe one or more claims of the '604 Patent under 35 U.S.C. § 271(a), including at least Claim 1, literally and/or under the doctrine of equivalents. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 131 and therefore denies them.

132. For example, Exhibit 10 presents exemplary claim charts comparing Claim 1 of the '604 Patent to exemplary accused products: the Masterforce® 10,000 lumen portable work light LED lighting product (SKU# 370-5380) and the Patriot Lighting® Seattle II Nickel integrated LED vanity lighting product (SKU# 351-1510) (collectively, the "Exemplary '604 Patent Accused Products").

ANSWER: Luminex denies the allegations in paragraph 132 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '604 Patent. Luminex lacks knowledge or information

sufficient to form a belief about the truth of the remaining allegations in paragraph 132 and therefore denies them.

133. Menards has sold, and continues to sell, the Exemplary '604 Patent Accused Products in its physical locations and through its website. *See, e.g.*, Exhibits 23-24, 38-39.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 133 and therefore denies them.

134. As set forth in Exhibit 10, the Exemplary '604 Patent Accused Products practice and/or embody the technology claimed in the '604 Patent. Accordingly, the Exemplary '604 Patent Accused Products infringe at least Claim 1 of the '604 Patent.

ANSWER: Luminex denies the allegations in paragraph 134 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product practices and/or embodies the technology claimed in the '604 Patent. Luminex denies that any Luminex-supplied Menards Branded Product infringes at least Claim 1 of the '604 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 134 and therefore denies them.

135. For clarity, the '604 Patent Accused Products are not limited to the above referenced Exemplary '604 Patent Accused Products, but rather include all Menards Branded Products which infringe one or more claims of the '604 Patent. On information and belief, numerous other Menards Branded Products that infringe one or more claims of the '604 Patent have been made, used, sold, offered for sale, and/or imported into the U.S. by Menards. In this regard, and as presently advised, at least the following Menards Branded Products (by SKU number) also appear to infringe the '604 Patent: 351-4739, 351-8792, 347-0090, 346-9030, 356-4264, 370-1972, 370-5497, 370-3689, 370-5537, 370-5450, 370-5536, 370-5392, 370-5395, 370-5391, 370-5390, 370-5396, 370-5493. 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.

ANSWER: Luminex denies the allegations in paragraph 135 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product, including

SKUs 351-4739 and 351-8792, infringes any valid and enforceable claims of the '604 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 135 and therefore denies them.

136. Upon information and belief, in addition to making, importing and/or selling or offering for sale the '604 Patent Accused Products in this District and elsewhere in the U.S., Menards also directly infringes the '604 Patent under 35 U.S.C. § 271(a) at least because it has operated, and continues to operate, the '604 Patent Accused Products in its physical retail stores (including, by way of example and not of limitation, operating such products within any "Expanded Lighting Showroom[s]" contained within such stores) within the United States, including within the State of Ohio and this District.

ANSWER: Luminex denies the allegations in paragraph 136 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '604 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 136 and therefore denies them.

137. Upon information and belief, Menards also directly infringes the '604 Patent under 35 U.S.C. § 271(a) at least because it takes part in testing and/or otherwise using '604 Patent Accused Products within the United States.

ANSWER: Luminex denies the allegations in paragraph 137 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '604 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 137 and therefore denies them.

138. Upon information and belief, Menards has induced and continues to induce infringement of the '604 Patent under 35 U.S.C. § 271(b) at least by actively and knowingly aiding and abetting direct infringement by others, with specific intent to encourage infringement. Menards has had actual knowledge of the existence of the '604 Patent and its infringement since at least the filing of this Complaint. Upon information and belief, Menards has actively induced

infringement, and continues to actively induce infringement, by at least directing manufacturers to manufacture and/or import '604 Patent Accused Products which infringe the '604 Patent, knowing these products will be imported into, offered for sale, sold, and used within the United States, and with specific intent to encourage infringement.

ANSWER: Luminex denies the allegations in paragraph 138 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '604 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 138 and therefore denies them.

139. Defendant's infringement of the '604 Patent has caused and continues to cause damage to Signify and Signify is entitled to recover damages in an amount subject to proof at trial pursuant to 35 U.S.C. § 284.

ANSWER: Luminex denies the allegations in paragraph 139 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that that the use, sale or offer for sale by Menard of any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '604 Patent, or caused or continues to cause damage to Signify. Luminex denies that Signify is entitled to recover damages in an amount subject to proof at trial pursuant to 35 U.S.C. § 284 with respect to any Luminex-supplied Menards Branded Product. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 139 and therefore denies them.

140. Defendant's continuing infringement of the '604 Patent irreparably harms Signify, and Signify will continue to suffer irreparable harm absent entry of a permanent injunction pursuant to 35 U.S.C. § 283 enjoining Defendant and its agents, servants, employees, representatives, affiliates, and all others acting with them, from infringing the '604 Patent.

ANSWER: Luminex denies the allegations in paragraph 140 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response

is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '604 Patent. Luminex denies that Signify has suffered or will continue to suffer irreparable harm absent entry of a permanent injunction pursuant to 35 U.S.C. § 283. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 140 and therefore denies them.

FIFTH CLAIM FOR RELIEF INFRINGEMENT OF THE '506 PATENT

141. Paragraphs 1 through 84 are incorporated by reference as if fully stated herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 84.

142. Upon information and belief, Menards has directly infringed and continues to directly infringe one or more claims of the '506 Patent under 35 U.S.C. § 271(a), including at least Claim 1, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling and/or importing into the United States infringing Menards Branded Products (including, but not limited to, "Patriot Lighting®", "MasterForce®", and/or "Smart Electrician®" brands) ("the '506 Patent Accused Products").

ANSWER: Luminex denies the allegations in paragraph 142 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. Luminex denies that any Luminex-supplied Menards Branded Product caused Menard to infringe and/or continue to infringe one or more claims of the '506 Patent under 35 U.S.C. § 271(a), including at least Claim 1, literally and/or under the doctrine of equivalents. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 142 and therefore denies them.

143. For example, Exhibit 11 presents exemplary claim charts comparing Claim 1 of the '506 Patent to exemplary accused products: the Patriot Lighting® 6-7/8" (6" internal diameter) round recessed downlight LED lighting product (SKU# 349-1353), and the Patriot Lighting® 7" (6" internal diameter) LED ultra-thin downlight product (SKU# 349-1292) (collectively, the "Exemplary '506 Patent Accused Products").

ANSWER: Luminex denies the allegations in paragraph 143 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response

is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '506 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 143 and therefore denies them.

144. Menards has sold, and continues to sell, the Exemplary '506 Patent Accused Products in its physical locations and through its website. *See, e.g.*, Exhibits 20-21, 32-33.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 144 and therefore denies them.

145. As set forth in Exhibit 11, the Exemplary '506 Patent Accused Products practice and/or embody the technology claimed in the '506 Patent. Accordingly, the Exemplary '506 Patent Accused Products infringe at least Claim 1 of the '506 Patent.

ANSWER: Luminex denies the allegations in paragraph 145 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product practices and/or embodies the technology claimed in the '506 Patent. Luminex denies that any Luminex-supplied Menards Branded Product infringes at least Claim 1 of the '506 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 145 and therefore denies them.

146. For clarity, the '506 Patent Accused Products are not limited to the above referenced Exemplary '506 Patent Accused Products, but rather include all Menards Branded Products which infringe one or more claims of the '506 Patent. On information, and belief, numerous other Menards Branded Products that infringe one or more claims of the '506 Patent have been made, used, sold, offered for sale, and/or imported into the U.S. by Menards. In this regard, and as presently advised, at least the following Menards Branded Products (by SKU number) also appear to infringe the '506 Patent: 349-1207, 349-1347, 349-1201, 349-1202, 349-1204, 349-1206, 349-1293, 349-1294, 349-1345, 349-1346, 349-1347, 349-1354, 349-1391, 349-1392, 349-1393, 349-1394, 349-2101, 349-2102. 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.

ANSWER: Luminex denies the allegations in paragraph 146 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product, including SKU 349-1202, infringes any valid and enforceable claims of the '506 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 146 and therefore denies them.

147. Upon information and belief, in addition to making, importing and/or selling or offering for sale the '506 Patent Accused Products in this District and elsewhere in the U.S., Menards also directly infringes the '506 Patent under 35 U.S.C. § 271(a) at least because it has operated, and continues to operate, the '506 Patent Accused Products in its physical retail stores (including, by way of example and not of limitation, operating such products within any "Expanded Lighting Showroom[s]" contained within such stores) within the United States, including within the State of Ohio and this District.

ANSWER: Luminex denies the allegations in paragraph 147 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '506 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 147 and therefore denies them.

148. Upon information and belief, Menards also directly infringes the '506 Patent under 35 U.S.C. § 271(a) at least because it takes part in testing and/or otherwise using '506 Patent Accused Products within the United States.

ANSWER: Luminex denies the allegations in paragraph 148 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '506 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 148 and therefore denies them.

149. Upon information and belief, Menards has induced and continues to induce infringement of the '506 Patent under 35 U.S.C. § 271(b) at least by actively and knowingly aiding and abetting direct infringement by others, with specific intent to encourage infringement. Menards has had actual knowledge of the existence of the '506 Patent and its infringement since at least the filing of this Complaint. Upon information and belief, Menards has actively induced infringement, and continues to actively induce infringement, by at least directing manufacturers to manufacture and/or import '506 Patent Accused Products which infringe the '506 Patent, knowing these products will be imported into, offered for sale, sold, and used within the United States, and with specific intent to encourage infringement. Menards also has actively induced infringement, and continues to actively induce infringement, by at least actively encouraging customers and other downstream users to purchase, install, and use '506 Patent Accused Products which infringe the '506 Patent, and/or actively encouraging customers and other downstream users to use '506 Patent Accused Products in a manner that constitutes infringement of the '506 Patent. See, e.g., Exhibits 22 (SKU# 349-1353 installation manual), 34 (SKU# 349-1292 installation manual).

ANSWER: Luminex denies the allegations in paragraph 149 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '506 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 149 and therefore denies them.

150. For example, Menards provides instructions for installing and using Menards Branded Products (including without limitation the Exemplary '506 Patent Accused Products) through its installation manuals, product specifications provided on its website, and, on information and belief, through other instructions provided to its customers and other downstream users.

ANSWER: Luminex denies the allegations in paragraph 150 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 150 and therefore denies them.

151. Accordingly, Menards actively encourages and instructs its customers and other downstream users to purchase '506 Patent Accused Products (including without limitation the Exemplary '506 Patent Accused Products) and install such products in such a manner that, when used, the products performs the method of forming a gap in an architectural surface (see Exhibit 11 at 4-6); disposing a cove member in the gap defined by the architectural surface, the cove member comprising an interior surface that is recessed from the architectural surface (see id.);

generating visible light by at least one light LED-based source (see id. at 7); and irradiating at least a portion of the interior surface with visible light such that the visible light is perceivable by a viewer via the gap as a light surface that is essentially flush with the architectural surface (see id. at 7-9), knowing the same to constitute infringement of the '506 Patent. See '506 Patent, Claim 15.

ANSWER: Luminex denies the allegations in paragraph 151 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '506 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 151 and therefore denies them.

152. Upon information and belief, Menards has contributed to, and continues to contribute to, infringement of one or more claims of the '506 Patent under 35 U.S.C. § 271(c), including at least Claim 15, by offering to sell, selling and/or importing into the United States, Menards Branded Products for use in practicing a claimed process of the '506 Patent (including, without limitation, the process of Claim 15), constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of the '506 Patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use. See, e.g., Paragraph 151, supra.

ANSWER: Luminex denies the allegations in paragraph 152 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '506 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 152 and therefore denies them.

153. Defendant's infringement of the '506 Patent has caused and continues to cause damage to Signify and Signify is entitled to recover damages in an amount subject to proof at trial pursuant to 35 U.S.C. § 284.

ANSWER: Luminex denies the allegations in paragraph 153 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response

is required, Luminex denies that that the use, sale or offer for sale by Menard of any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '506 Patent, or caused or continues to cause damage to Signify. Luminex denies that Signify is entitled to recover damages in an amount subject to proof at trial pursuant to 35 U.S.C. § 284 with respect to any Luminex-supplied Menards Branded Product. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 153 and therefore denies them.

154. Defendant's continuing infringement of the '506 Patent irreparably harms Signify, and Signify will continue to suffer irreparable harm absent entry of a permanent injunction pursuant to 35 U.S.C. § 283 enjoining Defendant and its agents, servants, employees, representatives, affiliates, and all others acting with them, from infringing the '506 Patent.

ANSWER: Luminex denies the allegations in paragraph 154 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '506 Patent. Luminex denies that Signify has suffered or will continue to suffer irreparable harm absent entry of a permanent injunction pursuant to 35 U.S.C. § 283. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 154 and therefore denies them.

SIXTH CLAIM FOR RELIEF INFRINGEMENT OF THE '336 PATENT

155. Paragraphs 1 through 84 are incorporated by reference as if fully stated herein.

ANSWER: Luminex incorporates by reference its responses to Paragraphs 1 through 84.

156. Upon information and belief, Menards has directly infringed and continues to directly infringe one or more claims of the '336 Patent under 35 U.S.C. § 271(a), including at least Claims 1 and/or 13, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling and/or importing into the United States infringing Menards Branded Products (including, but not limited to, "Patriot Lighting®", "MasterForce®", and/or "Smart Electrician®" brands) ("the '336 Patent Accused Products").

ANSWER: Luminex denies the allegations in paragraph 156 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. Luminex denies that any Luminex-supplied Menards Branded Product caused Menard to infringe and/or continue to infringe one or more claims of the '336 Patent under 35 U.S.C. § 271(a), including at least Claims 1 and/or 13, literally and/or under the doctrine of equivalents. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 156 and therefore denies them.

157. For example, Exhibit 12 presents exemplary claim charts comparing Claims 1 and 13 of the '336 Patent to exemplary accused products: the Patriot Lighting® 5-1/2" (4" internal diameter) round recessed downlight LED lighting product (SKU# 349-1348), the Patriot Lighting® 7" (6" internal diameter) LED ultra-thin downlight product (SKU# 349-1292), and the Patriot Lighting® 4-3/4" (4" internal) LED ultra-thin square recessed downlight product (SKU# 349-1391) (collectively, the "Exemplary '336 Patent Accused Products").

ANSWER: Luminex denies the allegations in paragraph 157 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product, including SKU 349-1348, infringes any valid and enforceable claims of the '336 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 157 and therefore denies them.

158. Menards has sold, and continues to sell, the Exemplary '336 Patent Accused Products in its physical locations and through its website. *See, e.g.,* Exhibits 17-18, 32-33, 35-36.

ANSWER: Luminex lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 158 and therefore denies them.

159. As set forth in Exhibit 12, the Exemplary '336 Patent Accused Products practice and/or embody the technology claimed in the '336 Patent. Accordingly, the Exemplary '336 Patent Accused Products infringe at least Claim 1 and/or Claim 13 of the '336 Patent.

ANSWER: Luminex denies the allegations in paragraph 159 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response

is required, Luminex denies that any Luminex-supplied Menards Branded Product practices and/or embodies the technology claimed in the '336 Patent. Luminex denies that any Luminex-supplied Menards Branded Product infringes either Claims 1 and/or 13 of the '336 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 159 and therefore denies them.

160. For clarity, the '336 Patent Accused Products are not limited to the above referenced Exemplary '336 Patent Accused Products, but rather include all Menards Branded Products which infringe one or more claims of the '336 Patent. On information, and belief, numerous other Menards Branded Products that infringe one or more claims of the '336 Patent have been made, used, sold, offered for sale, and/or imported into the U.S. by Menards. In this regard, and as presently advised, at least the following Menards Branded Products (by SKU number) also appear to infringe the '336 Patent: 349-1274, 349-1349, 349-1352, 349-1385, 349-1386, 349-1202, 349-1279, 349-1293, 349-1294, 349-1392, 349-1393, 349-1394, 349-1395, 349-1343, 349-2101, 349-2102, 349-2134, 349-2135, 349-1342, 349-1387, 349-1388, 351-0008, 351-1510, 346-0639, 346-7258, 348-2107. 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.

ANSWER: Luminex denies the allegations in paragraph 160 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product, including SKUs 349-1202, 349-1349, 349-1352, 349-1343, 349-2134, 349-2135, 349-1342, and 351-0008, infringes any valid and enforceable claims of the '336 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 160 and therefore denies them.

161. Upon information and belief, in addition to making, importing and/or selling or offering for sale the '336 Patent Accused Products in this District and elsewhere in the U.S., Menards also infringes the '336 Patent under 35 U.S.C. § 271(a) at least because it has operated, and continues to operate, the '336 Patent Accused Products in its physical retail stores (including, by way of example and not of limitation, operating such products within any "Expanded Lighting Showroom[s]" contained within such stores) within the United States, including within the State of Ohio and this District.

ANSWER: Luminex denies the allegations in paragraph 161 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '336 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 161 and therefore denies them.

162. Upon information and belief, Menards also directly infringes the '336 Patent under 35 U.S.C. § 271(a) at least because it takes part in testing and/or otherwise using '336 Patent Accused Products within the United States.

ANSWER: Luminex denies the allegations in paragraph 162 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '336 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 162 and therefore denies them.

163. Upon information and belief, Menards has induced and continues to induce infringement of the '336 Patent under 35 U.S.C. § 271(b) at least by actively and knowingly aiding and abetting direct infringement by others, with specific intent to encourage infringement. Menards has had actual knowledge of the existence of the '336 Patent and its infringement since at least February 8, 2021. Upon information and belief, Menards has actively induced infringement, and continues to actively induce infringement, by at least directing manufacturers to manufacture and/or import '336 Patent Accused Products which infringe the '336 Patent, knowing these products will be imported into, offered for sale, sold, and used within the United States, and with specific intent to encourage infringement.

ANSWER: Luminex denies the allegations in paragraph 163 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '336 Patent. Luminex lacks knowledge or information

sufficient to form a belief about the truth of the remaining allegations in paragraph 163 and therefore denies them.

164. Defendant's infringement of the '336 Patent has caused and continues to cause damage to Signify and Signify is entitled to recover damages in an amount subject to proof at trial pursuant to 35 U.S.C. § 284.

ANSWER: Luminex denies the allegations in paragraph 164 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that that the use, sale or offer for sale by Menard of any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '336 Patent, or caused or continues to cause damage to Signify. Luminex denies that Signify is entitled to recover damages in an amount subject to proof at trial pursuant to 35 U.S.C. § 284 with respect to any Luminex-supplied Menards Branded Product. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 164 and therefore denies them.

165. Upon information and belief, the foregoing infringement of the '336 Patent has been willful, intentional and purposeful, in disregard of and indifferent to Signify's rights.

ANSWER: Luminex denies the allegations in paragraph 165 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '336 Patent. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 165 and therefore denies them.

166. Defendant's continuing infringement of the '336 Patent irreparably harms Signify, and Signify will continue to suffer irreparable harm absent entry of a permanent injunction pursuant to 35 U.S.C. § 283 enjoining Defendant and its agents, servants, employees, representatives, affiliates, and all others acting with them, from infringing the '336 Patent.

ANSWER: Luminex denies the allegations in paragraph 166 insofar as they constitute legal opinions, arguments, or conclusions and therefore require no response. To the extent a response is required, Luminex denies that any Luminex-supplied Menards Branded Product infringes any valid and enforceable claims of the '336 Patent. Luminex denies that Signify has suffered or will continue to suffer irreparable harm absent entry of a permanent injunction pursuant to 35 U.S.C. § 283. Luminex lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 166 and therefore denies them.

LUMINEX'S AFFIRMATIVE DEFENSES

Luminex alleges and asserts the following defenses based on current information and belief, undertaking the burden of proof only as to those defenses required by law regardless of how such defenses are denominated herein. Luminex specifically reserves all rights to allege additional affirmative defenses that become known through the course of discovery. Luminex incorporates herein by reference the admissions and denials contained in its Answer to the Complaint above as if fully set forth herein.

FIRST AFFIRMATIVE DEFENSE

Luminex does not and has not infringed any valid and enforceable claim of the U.S. Patent Nos. 7,038,399; 7,256,554; 7,737,643; 7,348,604; 7,658,506; and/or 10,299,336 (collectively, the "Patent(s)-in-Suit") under any theory (including but not limited to directly, indirectly, literally, and/or under the doctrine of equivalents) and has not otherwise committed any acts in violation of 35 U.S.C. § 271.

SECOND AFFIRMATIVE DEFENSE

The asserted claims of the Patents-in-Suit are invalid for failing to meet one or more requirements of patentability set forth in Title 35 of the United States Code, including but not

limited to §§ 101, 102, 103, and/or 112, the Rules and Regulations of the U.S. Patent and Trademark Office.

THIRD AFFIRMATIVE DEFENSE

To the extent that the use, sale, or offer for sale by Menard of any Luminex-supplied product is found to infringe any asserted claim of any Patent-in-Suit, any such infringement is not, and has not been, willful.

FOURTH AFFIRMATIVE DEFENSE

By virtue of statements or amendments made, or positions taken during the prosecution of the application for the Patents-in-Suit, Signify is estopped from construing any allegedly infringed claims of the patents to cover or include any Luminex product, or any method performed, in whole or in part, by Luminex.

FIFTH AFFIRMATIVE DEFENSE

Any claim for damages asserted by Signify is limited under U.S.C. § 287 to only such damages as occurred after proper and sufficient notice to Menard by Signify.

LUMINEX'S AMENDED CROSS CLAIMS AGAINST PLAINTIFFS

Without admitting any of the allegations of the Third-Party Complaint (Dkt. 20) or the original Complaint (Dkt. 1) other than those expressly admitted herein, and without prejudice, Luminex International Company, Ltd. (“Luminex”) hereby asserts the following amended Cross-Claims against Plaintiffs Signify North America Corporation and Signify Holding B.V. (collectively “Plaintiffs” or “Signify”):

PARTIES

1. Upon information and belief, Plaintiff Signify North America Corporation is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 200 Franklin Square Drive, Somerset, NJ 08873.

2. Upon information and belief, Plaintiff Signify 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. Luminex is a Taiwan limited company with a place of business at 5F 30 Yixan Road, Taipei, 11071 Taiwan.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction under the laws of the United States governing actions relating to patents, 28 U.S.C. § 1338(a), and over these cross claims for declaratory judgment brought pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202.

5. This Court has ancillary and supplemental jurisdiction over Luminex's Cross Claims against Signify pursuant to 28 U.S.C. § 1367.

6. Signify has alleged that certain accused products manufactured by Luminex infringe certain asserted claims of U.S. Patent Nos. 7,038,399 (the "'399 Patent"); 7,256,554, (the "'554 Patent"); 7,737,643 (the "'643 Patent"); 7,348,604 (the "'604 Patent"); 7,658,506 (the "'506 Patent"); and 10,299,336 (the "'336 Patent") (collectively, the "Patents-in-Suit").

7. Signify's operative Complaint (Dkt. 1) alleges that Menard Inc. ("Menard") is liable to Signify for infringement of the Patents-in-Suit for selling certain accused products manufactured by various manufacturers, including but not limited to Luminex.

8. Menard's Third-Party Complaint (Dkt. 20) alleges that the manufacturers of the accused products, including but not limited to Luminex, are the "real parties in interest," regarding Signify's infringement claims. (Dkt. 18-1 at 2; Dkt. 19 at 3-4; Dkt. 25-1 at 2; Dkt. 113 at 1-2, 3, 6).

9. Menard’s Third-Party Claims (Dkt. 20) against the manufacturers, including but not limited to Luminex, arise out of the same “transaction or occurrence,” as Signify’s original Complaint (Dkt. 1) against Menard—namely the sale and offer for sale of various products manufactured by the Third-Party Defendants (including Luminex) by and through Menard.

10. Luminex’s instant pleading—its Amended Affirmative Defenses against Signify and its Amended Cross-Claims against Signify—involves largely the same issues of law and fact as Signify’s original Complaint, including but not limited to whether the accused products (including those manufactured by Luminex) infringe the Patents-in-Suit and whether the Patents-in-Suit are invalid.

11. Substantially the same evidence will support or refute Luminex’s Amended Affirmative Defenses against Signify and its Amended Cross-Claims against Signify as will be relevant to Signify’s original Complaint against Menard.

12. There is an intimate relationship between, on the one hand, the substance of Luminex’s Amended Affirmative Defenses against Signify and its Amended Cross-Claims against Signify, and, on the other hand, the substance of Signify’s claims against Menard and Menard’s defenses to the same.

13. Separate trials to adjudicate, on the one hand, the substance of Luminex’s Amended Affirmative Defenses against Signify and its Amended Cross-Claims against Signify, and, on the other hand, the substance of Signify’s claims against Menard and Menard’s defenses to the same, would involve a substantial duplication of effort and time by the parties and the court.

14. Luminex’s Cross-Claims against Signify satisfy the “same transaction or occurrence” test under Fed. R. Civ. P. 14(a)(2)(D), 13(g), and 13(a).

15. Upon information and belief, starting in 2008, Signify has engaged in an aggressive licensing program related to the Patents-in-Suit and other patents, including by using its marketplace power and its lighting patent portfolio (including the Patents-in-Suit) to leverage the licensing of these patents, whether or not the products to be licensed are within the scope of the claims of the Patents-in-Suit.

16. Signify has filed numerous suits against lighting fixture manufacturers that have settled at the early stages of litigation, including but not necessarily limited to the following: *Philips Lighting North America Corporation v. Howard Industries Inc. d/b/a Howard Lighting*, Case No. 2:18-cv-12 (S.D. Miss.); *Philips Lighting North America Corporation v. Deco Enterprises, Inc. d/b/a Deco Lighting*, Case No. 2:17-cv-04995 (C.D. Cal.); *Philips Lighting North America Corporation v. GVA Lighting, Inc.*, Case No. 1:16-cv-11640 (D. Mass.); *Philips Lighting North America Corporation v. iKan International LLC*, 1:16-cv-10992 (D. Mass.); *Koninklijke Philips N.V. v. Troy-CSL Lighting, Inc.*, Case No. 15-cv-11053 (D. Mass.); *Koninklijke Philips N.V. v. Amerlux, LLC et al.*, Case No. 15-cv-13086 (D. Mass.); *Koninklijke Philips N.V. v. Iguzzini Lighting USA, Ltd.*, Case No. 15-cv-3979 (S.D.N.Y.).

17. Signify has also filed several current lawsuits involving some of the Patents-in-Suit, including: *Signify North America Corp. v. LEPRO Innovation Inc.*, No. 2:22-cv-02095 (D. Nev.) (involving the '399 and '604 Patents); and *Signify North America Corp. v. EGLO Leuchten GmbH*, No. 6:22-cv-00812 (W.D. Tex.) (involving the '554 and '643 Patents).

18. Signify describes its licensing program—titled “Licensing Program for LED Luminaires and Retrofit Bulbs”—on its website at: <https://www.signify.com/global/our-company/intellectual-property/licensing> (the “EnabLED website”).

19. On the EnabLED website, Signify asserts that there are over 1400 companies that have entered into a license agreement with Signify covering patents licensed under “the Philip LED Luminaires & Retrofit Bulbs Licensing Program (or previously under the Color Kinetics Licensing program).”

20. In this action, Signify has asserted one or more claims of the Patents-in-Suit against product SKU#s 348-2182, 349-0502, 349-0503, 349-0514, 349-0517, 349-0519, 349-0526, 349-1199, 349-1202, 349-1342, 349-1343, 349-1348, 349-1349, 349-1352, 349-1362, 349-2134, 349-2135, 351-0008, 351-4739, 351-8792, 352-5810, 352-5811, 352-5812, 352-5813, 352-5814, 352-5815, 352-5838, 352-5839, 352-5840, 352-5841, 356-9422, 356-9423, and 356-9450, which are manufactured by Luminex (collectively, the “Luminex Accused Products”).

21. In this action, Signify has asserted one or more claims of the '399 Patent against the following Luminex Accused Products: SKU#s 349-1199, 349-1202, 349-1348, 349-1349, 349-1362, 349-2134, 349-2135, 351-0008, and 351-8792. *See* Dkt. 1 at 24; and Appendix A, B-1, B-2, B-3, B-6, and B-7 of Signify's Infringement Contentions (Dkt. 105). In particular, Signify has asserted claims 7, 8, 17-19, 34, 35, 47, 58-60 of the '399 Patent against product SKU#s 349-1199 and 349-1362; claims 7, 8, 17-19, 34, 35, 47, 58-61 of the '399 Patent against product SKU#s 349-1202, 349-1348, 349-1349, 349-2134, and 351-0008; claims 7, 8, 17-23, 34, 35, 42, 43, 47, 58-60 of the '399 Patent against Product SKU# 351-8792; and claims 7, 8, 17-24, 34, 35, 42, 43, 47, 58-61 of the '399 Patent against product SKU# 349-2135.

22. In this action, Signify has asserted one or more claims of the '554 Patent against the following Luminex Accused Products: SKU#s: 349-1199, 349-1348, 349-1349, 349-1362, 349-2134, 349-2135, and 351-8792. *See* Dkt. 1 at 28; and Appendix A, C-1, and C-2 of Signify's Infringement Contentions (Dkt. 105). In particular, Signify has asserted claims 1, 2, 5, 6, 46, 47,

and 49-51 of the '554 Patent against product SKU#s 349-1199, 349-1348, 349-1349, 349-1362, 349-2134, 349-2135, and 351-8792.

23. In this action, Signify has asserted one or more claims of the '643 Patent against the following Luminex Accused Products: SKU#s 349-1199, 349-1348, 349-1349, 349-1362, 349-2134, 349-2135, and 351-8792. *See* Dkt. 1 at 33; and Appendix A, D-1, and D-2 of Signify's Infringement Contentions (Dkt. 105). In particular, Signify has asserted claim 25 of the '643 Patent against product SKU#s 349-1199, 349-1348, 349-1349, 349-1362, 349-2134, 349-2135, and 351-8792.

24. In this action, Signify has asserted one or more claims of the '604 Patent against the following Luminex Accused Products: SKU#s 349-0502, 349-0503, 349-0514, 349-0517, 349-0519, 349-0526, 351-4739, 351-8792, 352-5810, 352-5811, 352-5812, 352-5813, 352-5814, 352-5815, 352-5838, 352-5839, 352-5840, 352-5841, 356-9422, 356-9423, and 356-9450. *See* Dkt. 1 at 37; and Appendix A, E-1, E-3, E-4, and E-5 of Signify's Infringement Contentions (Dkt. 105). In particular, Signify has asserted claims 1,8, and 10 of the '604 Patent against product SKU#s 356-9422, 356-9423, and 356-9450; claims 1 and 8 of the '604 Patent against product SKU#s 349-0502, 349-0503, 349-0514, 349-0517, 349-0519, and 349-0526; claims 1 and 11 of the '604 Patent against product SKU# 351-8792; and claims 1, 2, 4, 5, and 10 against product SKU#s 351-4739, 352-5810, 352-5811, 352-5812, 352-5813, 352-5814, 352-5815, 352-5838, 352-5839, 352-5840, and 352-5841.

25. In this action, Signify has asserted claims 1-4, 7, and 14 of the '506 Patent against product SKU# 349-1202, which is manufactured by Luminex. *See* Dkt. 1 at 40; and Appendix A and F-2 of Signify's Infringement Contentions (Dkt. 105).

26. In this action, Signify has asserted one or more claims of the '336 Patent against the following Luminex Accused Products: SKU#s 348-2182, 349-1202, 349-1342, 349-1343, 349-1348, 349-1352, 349-2134, 349-2135, and 351-0008. *See* Dkt. 1 at 44; and Appendix A and G-1 through G-5 of Signify's Infringement Contentions (Dkt. 105). In particular, Signify has asserted claims 1, 3, 7, 9, 11-13, 15, 19 of the '336 Patent against product SKU# 349-1202; claims 1, 3-5, 7, 9, 11-13, 15, 16, 19 of the '336 Patent against product SKU#s 349-1348 and 349-1352; claims 13 and 15 of the '336 Patent against product SKU#s 348-2182 and 351-0008; claims 13, 15, and 16 against product SKU#s 349-1342 and 349-1343; and claims 1, 3-5, 9, 11-13, 15, 16, 19 of the '336 Patent against product SKU#s 349-2134 and 349-2135.

27. In this action, Signify has expressly stated that, "Signify did not know which third-party supplier (if any) Menard contracted with to manufacture which Menard-branded product," and, "Signify did not know which third-party suppliers that Menard intended to implead [including Luminex], and had no contact with any such suppliers concerning the accused Menard-branded products at issue." (Dkt. 123 at 11).

28. Signify has acknowledged that Luminex may be damaged by Signify's lawsuit.

29. In view of Signify's aggressive licensing program, Signify's affirmative action to file numerous lawsuits based on LED lighting, including several lawsuits involving the Patents-in-Suit, together with Signify's allegations in the current action and the defenses raised by Menard, Luminex, and the other Third-Party Defendants, there exists an actual and justiciable controversy between Luminex and Signify regarding the validity and alleged infringement of the Patents-in-Suit.

30. Under all the circumstances, including but not limited to Signify's aggressive licensing program, Signify's affirmative action to file numerous lawsuits based on LED lighting,

including several lawsuits involving the Patents-in-Suit, together with Signify's allegations in the current action and the defenses raised by Menard, Luminex, and the other Third-Party Defendants, Luminex has a reasonable apprehension of suit or other potential enforcement action from Signify.

31. This Court has personal jurisdiction over Signify by the order transferring the case to this Court, and pursuant to Signify's continued actions to avail itself of this forum to pursue the instant lawsuit. *See* Dkt. No. 30.

32. Venue is proper in this Court at least under 28 U.S.C. § 1391(b) and (c).

CROSS-CLAIM ONE
DECLARATION OF INVALIDITY OF '399 PATENT

33. Luminex incorporates by reference each of the above paragraphs as though fully repeated herein.

34. Signify has accused Menard of infringement of the '399 Patent by selling products produced by Luminex. Luminex, as a Third-Party Defendant, denies infringement of the '399 Patent. In particular, Signify has accused the following Luminex Accused Products supplied to Menard by Luminex of infringing one or more claims of the '399 Patent: SKU#s 349-1199, 349-1202, 349-1348, 349-1349, 349-1362, 349-2134, 349-2135, 351-0008, and 351-8792. Therefore, a justiciable case in controversy exists concerning the alleged infringement of the '399 Patent.

35. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 et seq., Luminex requests a declaration from the Court that the claims of the '399 Patent are invalid for failure to meet one or more provisions of the United States patent laws, 35 U.S.C. §§ 100 et seq., including but not limited to, one or more of 35 U.S.C. §§ 101, 102, 103, 112, 115, 116, or for double patenting.

36. By way of example only, and without limitation, the asserted claims of the '399 Patent, are invalid as anticipated by or rendered obvious from prior art references, including

without limitation: U.S. Patent No. 5,450,301; U.S. Patent No. 4,797,599; U.S. Patent No. 7,049,761; U.S. Patent No. 5,661,645; U.S. Patent No. 6,545,431; U.S. Patent No. 5,691,605; 7,064,498; and PCT Application Publication No. WO/02/23956 A2.

37. Asserted claim 7 of the '399 Patent (with paragraphs marked with added lowercase letters for clarity) recites:

7. An illumination apparatus, comprising:

(a) at least one LED; and

(b) at least one controller coupled to the at least one LED and configured to receive a power-related signal from an alternating current (A.C.) power source that provides signals other than a standard A.C. line voltage, the at least one controller further configured to provide power to the at least one LED based on the power-related signal,

(c) wherein the A.C. power source is an A.C. dimmer circuit,

(d) wherein the A.C. dimmer circuit is controlled by a user interface to vary the power-related signal, and wherein the at least one controller is configured to variably control at least one parameter of light generated by the at least one LED in response to operation of the user interface, and

(e) wherein the operation of the user interface varies a duty cycle of the power-related signal, and wherein the at least one controller is configured to variably control the at least one parameter of the light based at least on the variable duty cycle of the power-related signal.

38. For example, limitation (b) of claim 7 of the '399 Patent is indefinite because it is not clear whether the limitation is in a means plus function format and what structure is defined by an alleged "controller."

39. For example, U.S. Patent No. 5,450,301 (the "'301 Patent") in view of U.S. Patent No. 4,797,599 (the "'599 Patent") renders obvious every limitation of claim 7 of the '399 Patent. The '301 Patent is an illumination apparatus. With respect to element (a), the '301 Patent discloses an LED display element 14. With respect to element (b), the '301 Patent discloses a TRIAC power controller 16 that is connected to an AC line 18. *See* '301 Patent at 2:4-19, Fig. 1. With respect

to element (c), the TRIAC power controller 16 of the '301 Patent is used to adjust the intensity/brightness of the light emitted from the, thus, functioning as a dimmer. *See* '301 Patent at 2:27-34. With respect to elements (d) and (e), the TRIAC power controller of the '301 Patent is configured to control at least one parameter of light generated by the LED display element 14. Moreover, the '599 discloses a slide control 30 and knob control 40, which is a user interface for adjusting an LED, like the '301 Patent. *See* '599 Patent at 6:10-17. A true and correct copy of the '301 Patent is attached to these Amended Cross-Claims as Exhibit A. A true and correct copy of the '599 Patent is attached to these Amended Cross-Claims as Exhibit B.

CROSS-CLAIM TWO
DECLARATION OF NON-INFRINGEMENT OF '399 PATENT

40. Luminex incorporates by reference each of the above paragraphs as though fully repeated herein.

41. Signify has accused Menard of infringement of the '399 Patent by selling products produced by Luminex. Luminex, as a Third-Party Defendant, denies infringement of the '399 Patent. In particular, Signify has accused the following Luminex Accused Products supplied to Menard by Luminex of infringing one or more claim of the '399 Patent: SKU#s 349-1199, 349-1202, 349-1348, 349-1349, 349-1362, 349-2134, 349-2135, 351-0008, and 351-8792. Therefore, a justiciable case in controversy exists concerning the alleged infringement of the '399 Patent.

42. Luminex has not infringed and is not infringing any valid claim of the '399 Patent, either literally or under the doctrine of equivalents. Additionally, Luminex is not contributing to or inducing the infringement of any claim of the '399 Patent, and has not done so in the past. By way of example only, and without limitation, the Luminex Accused Products do not infringe any valid asserted claims of the '399 Patent because the Luminex Accused Products do not have a "controller" as required by claim 1 of the '399 Patent.

43. As stated above, it is unclear whether the “controller” of claim 1 of the ’399 Patent is a means plus function limitation. If the “controller” is a means plus function limitation, then the Accused Luminex Products do not infringe claim 1 because they do not include a “controller” as disclosed and claimed by the ’399 Patent.

44. As another illustrative example, asserted claim 34 of the ’399 Patent (with paragraphs marked with added lowercase letters for clarity) recites:

34. An illumination method, comprising an act of:

- (a) A) providing power to at least one LED based on a power-related signal from an alternating current (A.C.) power source that provides signals other than a standard A.C. line voltage, wherein the act A) includes an act of:
- (b) providing power to the at least one LED based on a power-related signal from an alternating current (A.C.) dimmer circuit,
- (c) wherein the A.C. dimmer circuit is controlled by a user interface to vary the power-related signal, and wherein the act A) includes an act of:
- (d) C) variably controlling at least one parameter of light generated by the at least one LED in response to operation of the user interface,
- (e) wherein the operation of the user interface varies a duty cycle of the power-related signal, and wherein the act C) includes an act of:
- (f) D) variably controlling the at least one parameter of the light based at least on the variable duty cycle of the power-related signal.

45. Luminex does not practice the method claimed in claim 34 of the ’399 Patent using the Luminex Accused Products. Moreover, Luminex does not induce and/or contribute to the infringement of claim 34 of the ’399 Patent by any third parties using the Luminex Accused Products.

46. Pursuant to the Federal Declaratory Judgement Act, 28 U.S.C. §§ 2201 and 2202, Luminex requests a declaration by the Court that the Luminex Accused Products have not

infringed and do not infringe any valid and enforceable asserted claim of the '399 Patent under any theory.

CROSS-CLAIM THREE
DECLARATION OF INVALIDITY OF '554 PATENT

47. Luminex incorporates by reference each of the above paragraphs as though fully repeated herein.

48. Signify has accused Menard of infringement of the '554 Patent by selling products produced by Luminex. Luminex, as a Third-Party Defendant, denies infringement of the '554 Patent. In particular, Signify has accused the following Luminex Accused Products supplied to Menard by Luminex of infringing one or more claim of the '554 Patent: SKU#s 349-1199, 349-1348, 349-1349, 349-1362, 349-2134, 349-2135, and 351-8792. Therefore, a justiciable case in controversy exists concerning the alleged infringement of the '554 Patent.

49. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 et seq., Luminex requests a declaration from the Court that the claims of the '554 Patent are invalid for failure to meet one or more provisions of the United States patent laws, 35 U.S.C. §§ 100 et seq., including but not limited to, one or more of 35 U.S.C. §§ 101, 102, 103, 112, 115, 116, or for double patenting.

50. By way of example only, and without limitation, the asserted claims of the '554 Patent, are invalid as anticipated by or rendered obvious from prior art references, including without limitation: U.S. Patent No. 6,944,034; U.S. Patent No. 6,972,969; U.S. Patent No. 6,388,393; U.S. Patent No. 6,495,964; U.S. Patent No. 6,667,583; U.S. Patent No. 6,791,283; U.S. Patent No. 8,063,575; U.S. Patent No. 7,737,643; and U.S. Pub. Patent App. No. 2006/0022916.

51. For example, asserted claim 1 of the '554 Patent (with paragraphs marked with added lowercase letters for clarity) recites:

1. An apparatus, comprising:

(a) at least one first LED configured to generate first radiation having a first spectrum; and

(b) a first feed-forward driver coupled to the at least one first LED and configured to controllably vary a first intensity of the first radiation without monitoring or regulating a first voltage or a first current provided to the at least one first LED and without optically monitoring the first radiation, wherein the first feed-forward driver comprises:

(c) at least one energy transfer element to store input energy derived from a power source and to provide output energy to the at least one first LED; and

(d) at least one switch coupled to the at least one energy transfer element to control at least the input energy stored to the at least one energy transfer element.

52. Limitation (c) of claim 1 of the '554 Patent is indefinite since it is not clear whether the limitation is in a means plus function format and what structure is defined by an alleged "energy transfer element."

53. U.S. Patent No. 8,063,575 (the "'575 Patent") discloses and thus anticipates each limitation of claim 1 of the '554 Patent. With respect to element (a), the '575 Patent discloses an apparatus comprising LEDs D1-DN which generate light. With respect to element (b), the circuit in Figure 2A of the '575 Patent shows a driver without feedback, and the '575 Patent's LEDs are dimmable. *See* '575 Patent at 4:40-45. With respect to element (c), in the '575 Patent, inductor L1 (storage choke) stores energy. *See* '575 Patent at 5:19-36. With respect to element (d), in the '575 Patent, switch M1 controls the energy in L1. A true and correct copy of the '575 Patent is attached to these Amended Cross-Claims as Exhibit C.

54. U.S. Patent No. 6,388,393 (the "'393 Patent") discloses each limitation and thus anticipates claim 1 of the '554 Patent. With respect to element (a), the '393 Patent discloses an apparatus comprising LEDs D15 and D16 (shown in Figure 6 of the '393 Patent) which generate light. With respect to element (b), the '393 Patent includes a flyback converter circuit as shown

in Figure 6 of the '393 Patent, and the '393 Patent's LEDs are dimmable. *See* '393 Patent at Abstract. With respect to element (c), the transformer T2 of the '393 Patent stores energy from source 602 and provides output energy to D15 and D16. With respect to element (d), a switch Q1 controls the transformer T2 in the '393 Patent. A true and correct copy of the '393 Patent is attached to these Amended Cross-Claims as Exhibit D.

55. U.S. Patent No. 6,667,583 (the "'583 Patent") discloses each limitation and thus anticipates claim 1 of the '554 Patent. With respect to element (a), the '583 Patent discloses an apparatus comprising LEDs, LED 1-3 (shown in Figure 2A and 2B of the '583 Patent) which generate light. With respect to element (b), the '583 Patent includes a control circuit 14 with a pulse-width modulator that produces a pulse for activating the switching circuit for time interval required to maintain the level of average energy stored in inductor L1. *See* '583 Patent at 3:37-40. With respect to element (c), the inductor L11 can be connected to the LEDs LED 1-3 (shown in Figure 2A and 2B of the '583 Patent). With respect to element (d), an Enable input may be provided to control the output of control circuit 14 turning off the charging action of the switching circuit in order to deactivate relay K1. *See* '583 Patent at 3:44-47. A true and correct copy of the '583 Patent is attached to these Amended Cross-Claims as Exhibit E.

CROSS-CLAIM FOUR
DECLARATION OF NON-INFRINGEMENT OF '554 PATENT

56. Luminex incorporates by reference each of the above paragraphs as though fully repeated herein.

57. Signify has accused Menard of infringement of the '554 Patent by selling products produced by Luminex. Luminex, as a Third-Party Defendant, denies infringement of the '554 Patent. In particular, Signify has accused the following Luminex Accused Products supplied to Menard by Luminex of infringing one or more claim of the '554 Patent: SKU#s 349-1199, 349-

1348, 349-1349, 349-1362, 349-2134, 349-2135, and 351-8792. Therefore, a justiciable case in controversy exists concerning the alleged infringement of the '554 Patent.

58. Luminex has not infringed and is not infringing any valid claim of the '554 Patent, either literally or under the doctrine of equivalents. Additionally, Luminex is not contributing to or inducing the infringement of any claim of the '554 Patent, and has not done so in the past. For example, the Luminex Accused Products do not infringe any valid asserted claims of the '554 Patent because the Luminex Accused Products do not contain at least the energy transfer element of claim 1 of the '554 Patent.

59. Signify alleges that certain Luminex Accused Products (SKU#s 349-1199, 349-1362, and 349-2134) are represented by Signify's chart of the non-Luminex Accused Product SKU# 349-1353. Signify also alleges that certain Luminex Accused Products (SKU#s 349-1348, 349-1349, 349-2135, and 351-8792) are represented by Signify's chart of the non-Luminex Accused Product SKU# 349-1391. Signify alleges that each of these Luminex Accused Products includes at least one energy transfer element as required by claim 1 of the '554 Patent. However, as discussed in Cross-Claim Three above, the "energy transfer element" claim limitation is indefinite and the Luminex Accused Products do not include an "energy transfer element" as alleged by Signify or claimed in the '554 Patent.

60. Moreover, Signify has accused seven of the Luminex Accused Products of infringing the asserted claims of the '554 Patent, however, Signify has not charted *any* Luminex Accused Products with respect to the asserted claims of the '554 Patent. Signify has not met its burden because it has not identified how any of the Luminex Accused Products infringe any asserted claims of the '554 Patent.

61. Pursuant to the Federal Declaratory Judgement Act, 28 U.S.C. §§ 2201 and 2202, Luminex requests a declaration by the Court that the Luminex Accused Products have not infringed and do not infringe any valid and enforceable asserted claim of the '554 Patent under any theory.

CROSS-CLAIM FIVE
DECLARATION OF INVALIDITY OF '643 PATENT

62. Luminex incorporates by reference each of the above paragraphs as though fully repeated herein.

63. Signify has accused Menard of infringement of the '643 Patent by selling products produced by Luminex. Luminex, as a Third-Party Defendant, denies infringement of the '643 Patent. In particular, Signify has accused the following Luminex Accused Products supplied to Menard by Luminex of infringing one or more claims of the '643 Patent: SKU#s 349-1199, 349-1348, 349-1349, 349-1362, 349-2134, 349-2135, and 351-8792. Therefore, a justiciable case in controversy exists concerning the alleged infringement of the '643 Patent.

64. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 et seq., Luminex requests a declaration from the Court that the claims of the '643 Patent are invalid for failure to meet one or more provisions of the United States patent laws, 35 U.S.C. §§ 100 et seq., including but not limited to, one or more of 35 U.S.C. §§ 101, 102, 103, 112, 115, 116, or for double patenting.

65. By way of example only, and without limitation, asserted claim 25 of the '643 Patent is invalid as anticipated by or rendered obvious from prior art references, including without limitation: U.S. Patent No. 6,944,034; U.S. Patent No. 6,972,969; U.S. Patent No. 6,388,393; U.S. Patent No. 6,495,964; U.S. Patent No. 6,667,583; U.S. Patent No. 6,791,283; U.S. Patent No. 8,063,575; and U.S. Pub. Patent App. No. 2006/0022916.

66. For example, asserted claim 25 of the '643 Patent (with paragraphs marked with added lowercase letters for clarity) recites:

25. A method comprising acts of:

(a) A) generating first radiation having a first spectrum that includes perceivably white light from at least one first white LED; and

(b) B) controllably varying a first intensity of the first radiation without monitoring or regulating a first voltage or a first current provided to the at least one first white LED, wherein the act B) comprises acts of:

(c) storing input energy derived from a power source to at least one energy transfer element; providing output energy from the at least one energy transfer element to the at least one first white LED; and

(d) controlling at least the input energy stored to the at least one energy transfer element via at least one switch coupled to the at least one energy transfer element, wherein the at least one energy transfer element and the at least one switch form part of an energy transfer arrangement that includes the at least one energy transfer element, the at least one switch, and at least one diode, and wherein the energy transfer arrangement is configured as one of a buck converter, a boost converter, a buck-boost converter, a CUK converter, a flyback converter and a forward converter.

67. First, element (c) is indefinite because it is unclear as to whether or not the transfer element limitation is in means plus function format and what structure is defined by an energy transfer element.

68. The '575 Patent discloses each limitation of the claim language and thus anticipates claim 25 of the '643 Patent. With respect to element (a), the '575 Patent discloses a white looking light produced with diodes D1-Dn emitting blue light. *See* '575 Patent at 4:26-33. With respect to element (b), the circuit shown in Figure 2A of the '575 Patent is shown as a driver without feedback and the LEDs are dimmable. *See* '575 Patent at 4:40-45. With respect to element (c), inductor L1 (storage choke) of the '575 Patent stores energy. *See* '575 Patent at 5:19-36. With respect to element (d), switch M1 of the '575 Patent controls the energy in L1. Moreover, after the application of a suitably dimensioned control voltage UG to the gate of a first semiconductor

power switch M1, a drain current begins to flow, which as a consequence of the storage choke L1 acting as an energy store, continuously increases and flows as diode current I_D through the luminescent diodes D1, . . . , DN. *See* '575 Patent at 5:19-36. The '575 Patent includes an application of a suitably dimensioned control voltage UG to the gate of a first semiconductor power switch M1. Finally, Figure 2A of the '575 Patent shows a DC to AC converter. Said converter has a transfer arrangement that includes a switch M1, a diode D1 and is in the form of a flyback converter.

69. The '393 Patent discloses each element of the claim language and thus anticipates claim 25 of the '643 Patent. With respect to element (a), LEDs D15 and D16 are shown in Figure 6 of the '393 Patent. With respect to element (b), a flyback converter circuit is shown in Figure 6 of the '393 Patent, and the '393 Patent's LEDs are dimmable. *See* '393 Patent at Abstract. With respect to element (c), transformer T2 of the '393 Patent stores energy from source 602 and provides output energy to LEDs D15 and D16. With respect to element (d), a switch Q1 controls the transformer T2, and transformer T2 is connected to LEDs D15 and D16. Moreover, a switch Q1 and gate drive 601 dim LEDs D15 and D16 based on input at 602. Finally, Figure 6 of the '393 Patent shows a DC to AC flyback converter.

70. The '583 Patent in view of U.S. Patent No. 6,944,034 (the "'034 Patent") renders obvious every limitation of claim 25 of the '643 Patent. With respect to element (a), the '583 Patent discloses an apparatus comprising LEDs LED 1-3 (shown in Figure 2A and 2B of the '583 Patent) which generate light. With respect to element (b), the '583 Patent includes a control circuit 14 with a pulse-width modulator that produces a pulse for activating the switching circuit for time interval required to maintain the level of average energy stored in inductor L1. *See* '583 Patent at 3:37-40. With respect to element (c), the inductor L11 can store input energy derived from a power

source and provide output energy to LEDs LED 1-3. With respect to elements (d), the '583 Patent discloses an Enable input providing to control the output of control circuit 14 turning off the charging action of the switching circuit in order to deactivate relay K1. *See* '583 Patent at 3:44-47. Also, the '034 Patent discloses an operation modes including a first operation mode corresponding to a first input voltage range and a second operation mode corresponding to a second input voltage range, while the power converter is a single stage flyback power converter. *See* '034 Patent at 2:27-32. A true and correct copy of the '034 Patent is attached to these Amended Cross-Claims as Exhibit F.

CROSS-CLAIM SIX
DECLARATION OF NON-INFRINGEMENT OF '643 PATENT

71. Luminex incorporates by reference each of the above paragraphs as though fully repeated herein.

72. Signify has accused Menard of infringement of the '643 Patent by selling products produced by Luminex. Luminex, as a Third-Party Defendant, denies infringement of the '643 Patent. In particular, Signify has accused the following Luminex Accused Products supplied to Menard by Luminex of infringing one or more claim of the '643 Patent: SKU#s 349-1199, 349-1348, 349-1349, 349-1362, 349-2134, 349-2135, and 351-8792. Therefore, a justiciable case in controversy exists concerning the alleged infringement of the '643 Patent.

73. Luminex has not infringed and is not infringing any valid claim of the '643 Patent, either literally or under the doctrine of equivalents. Additionally, Luminex is not contributing to or inducing the infringement of any claim of the '643 Patent, and has not done so in the past. For example, the Luminex Accused Products do not infringe any valid asserted claims of the '643 Patent because the "energy transfer element" claim limitation is indefinite.

74. Signify alleges that certain Luminex Accused Products (SKU#s 349-1199, 349-1362, and 349-2134) are represented by Signify's chart of the non-Luminex Accused Product SKU# 349-1353. Signify also alleges that certain Luminex Accused Products (SKU#s 349-1348, 349-1349, 349-2135, and 351-8792) are represented by Signify's chart of the non-Luminex Accused Product SKU# 349-1391. Signify also alleges that each of these Luminex Accused Products includes at least one energy transfer element as required by claim 25 of the '643 Patent. However, as discussed in Cross-Claim Six above, the "energy transfer element" claim limitation is indefinite and the Luminex Accused Products do not include an "energy transfer element" as alleged by Signify or claimed in the '643 Patent.

75. Moreover, Signify has accused seven of the Luminex Accused Products of infringing claim 25 of the '643 Patent, however, Signify has not charted *any* Luminex Accused Products with respect to claim 25 of the '643 Patent. Signify has not met its burden because it has not identified how any of the Luminex Accused Products infringe any asserted claims of the '643 Patent.

76. Pursuant to the Federal Declaratory Judgement Act, 28 U.S.C. §§ 2201 and 2202, Luminex requests a declaration by the Court that the Luminex Accused Products have not infringed and do not infringe any valid and enforceable asserted claim of the '643 Patent under any theory.

CROSS-CLAIM SEVEN
DECLARATION OF INVALIDITY OF '604 PATENT

77. Luminex incorporates by reference each of the above paragraphs as though fully repeated herein.

78. Signify has accused Menard of infringement of the '604 Patent by selling products produced by Luminex. Luminex, as a Third-Party Defendant, denies infringement of the '604

Patent. In particular, Signify has accused the following Luminex Accused Products supplied to Menard by Luminex of infringing one or more claims of the '604 Patent: SKU#s 349-0502, 349-0503, 349-0514, 349-0517, 349-0519, 349-0526, 351-4739, 351-8792, 352-5810, 352-5811, 352-5812, 352-5813, 352-5814, 352-5815, 352-5838, 352-5839, 352-5840, 352-5841, 356-9422, 356-9423, and 356-9450. Therefore, a justiciable case in controversy exists concerning the alleged infringement of the '604 Patent.

79. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 et seq., Luminex requests a declaration from the Court that the claims of the '604 Patent are invalid for failure to meet one or more provisions of the United States patent laws, 35 U.S.C. §§ 100 et seq., including but not limited to, one or more of 35 U.S.C. §§ 101, 102, 103, 112, 115, 116, or for double patenting.

80. By way of example only, and without limitation, the asserted claims, for example, claims 1, 2, 4, 5, 8, 10, and 11 of the '604 Patent, are invalid as anticipated by or rendered obvious from prior art references, including without limitation: U.S. Patent No. 7,692,206; U.S. Patent No. 6,712,486; U.S. Patent No. 6,517,218; U.S. Patent No. 6,848,819; U.S. Patent No. 6,880,952; U.S. Patent No. 6,402,347; U.S. Patent No. 6,805,474; U.S. Patent No. 7,682,056; and U.S. Pub. Patent App. No. 2005/0162127.

81. For example, asserted claims 1 and 11 of the '604 Patent (with paragraphs marked with added lowercase letters for clarity) recite:

1. A light-emitting module comprising:

(a) a thermally conductive substrate having one or more light-emitting elements thermally connected thereto, the substrate configured to operatively couple a source of power to the one or more light-emitting elements, thereby providing a means for activation of the one or more light-emitting elements;

(b) a heat dissipation element thermally coupled to the thermally conductive substrate; and

(c) a housing element including fastening means for detachably coupling the housing element to the heat dissipation element, said substrate being enclosed between the heat dissipation element and said housing element, said housing element including a transparent region enabling transmission of light emitted by the one or more light-emitting elements therethrough.

11. The light-emitting module according to claim 1, wherein the housing element is formed from flexible material for releasably connecting to the heat dissipation element.

82. U.S. Patent No. 7,682,056 (the “’056 Patent”) discloses each limitation and thus anticipates claim 1 of the ’604 Patent. The ’056 Patent discloses a light emitting module. With respect to element (a), LED 16 of the ’056 Patent is mounted on a printed circuit board 17 that is provided with a metal core so that heat is transmitted to a support 1. *See* ’056 Patent at Figure 1. Further, the LED of the ’056 Patent is turned on as described in Column 3, lines 35-40, thus, disclosing a source of power for the LED of the ’056 Patent. With respect to element (b), support 48 is thermally coupled to circuit board 17. With respect to element (c), support 48 is made of metal or plastic (the reference number for support 48 is missing from Figure 1 of the ’056 Patent, however, cover 2 is described as being held on support free edge 15 by connectors 11). Connectors 11 secure support 48 in place and circuit board 17 is enclosed between support 48 and cover 2, which is a housing. Moreover, optical window 10 is located in housing 1 of the ’056 Patent. A true and correct copy of the ’056 Patent is attached to these Amended Cross-Claims as Exhibit G.

83. U.S. Patent No. 6,402,347 (the “’347 Patent”) discloses each limitation and thus anticipates claim 1 of the ’604 Patent. The ’347 Patent discloses a light emitting module. With respect to element (a), the housing 1 of the ’347 Patent accommodates LEDs 3 and 3’, which are mounted on a metal core circuit board 4 as shown in Figure 1 of the ’347 Patent. Further, drive electronics in box 10 are disclosed for driving the LEDs. *See* ’347 Patent at 1:52-53. With respect to element (b), the plate 5 is thermally coupled to board 4 in the ’347 Patent. With respect to element (c), plate 5 is detachably coupled to housing 1 by supports. *See* ’347 Patent at Figure 1.

Plate 5 is enclosed in housing 1 which includes a transparent lens 8 to allow for the transmission of light.

84. Moreover, claim 11 of the '604 Patent is rendered obvious by the '347 Patent in view of the '056 Patent. For example, it would have been obvious to modify the LED of the '347 Patent and make the connection between plate 5 and housing 1 flexible in view of the '506 Patent's plastic housing with interlocking connectors. A true and correct copy of the '347 Patent is attached to these Amended Cross-Claims as Exhibit H.

85. U.S. Patent No. 6,517,218 (the "'218 Patent") discloses each limitation and thus anticipates claim 1 of the '604 Patent. The '218 Patent discloses a light emitting module. With respect to element (a), the '218 Patent indicates a way to secure the diode 12 to the heat sink 18 by an electrically and thermally conductive adhesive 22 for securing the light emitting diode 12 to the heat sink 18. The first emitting diode 12 is disposed on the heat sink 18 and the first lead 14 is in electrical contact with the heat sink 18 and the second lead 16 being in electrical contact with the light emitting diode 12. *See* '218 Patent at 3:14-16, 3:3-6. With respect to element (b), the heat dissipator 30 is a heat sink. *See* '218 Patent at Figure 1-3. With respect to element (c), the components are enclosed by a transparent or translucent cover 40 sandwiched together with the circuit board 32 and the head dissipator 30. *See* '218 Patent at 3:55-57. A true and correct copy of the '218 Patent is attached to these Amended Cross-Claims as Exhibit I.

CROSS-CLAIM EIGHT
DECLARATION OF NON-INFRINGEMENT OF '604 PATENT

86. Luminex incorporates by reference each of the above paragraphs as though fully repeated herein.

87. Signify has accused Menard of infringement of the '604 Patent by selling products produced by Luminex. Luminex, as a Third-Party Defendant, denies infringement of the '604

Patent. In particular, Signify has accused the following Luminex Accused Products supplied to Menard by Luminex of infringing one or more claim of the '604 Patent: SKU#s 349-0502, 349-0503, 349-0514, 349-0517, 349-0519, 349-0526, 351-4739, 351-8792, 352-5810, 352-5811, 352-5812, 352-5813, 352-5814, 352-5815, 352-5838, 352-5839, 352-5840, 352-5841, 356-9422, 356-9423, and 356-9450. Therefore, a justiciable case in controversy exists concerning the alleged infringement of the '604 Patent.

88. Luminex has not infringed and is not infringing any valid claim of the '604 Patent, either literally or under the doctrine of equivalents. Additionally, Luminex is not contributing to or inducing the infringement of any claim of the '604 Patent, and has not done so in the past. For example, the Luminex Accused Products do not infringe any valid asserted claims of the '604 Patent because the Luminex Accused Products do not contain at least the heat dissipation element of the '604 Patent.

89. More specifically, Signify charted the Luminex Accused Product SKU# 352-5811 and asserts that “the 352-5811 product includes a heat dissipation element formed by a ceiling pan, which is thermally coupled to the PCB via thermal paste and being in physical contact with the PCB.” Signify’s Infringement Contentions at Appx. E-5 (Dkt. 105). However, the “ceiling pan” identified by Signify is not designed or used as a “heat dissipation element” as claimed in claim 1 of the '604 Patent. The ceiling pan is a multi-purpose lighting component and is not a housing element or heat dissipation element as claimed in claim 1 of the '604 Patent. Moreover, to the extent the preamble of claim 1 is limiting, the Luminex Accused Products are not “modules” as claimed in claim 1 of the '604 Patent.

90. Pursuant to the Federal Declaratory Judgement Act, 28 U.S.C. §§ 2201 and 2202, Luminex requests a declaration by the Court that the Luminex Accused Products have not

infringed and do not infringe any valid and enforceable asserted claim of the '604 Patent under any theory.

CROSS-CLAIM NINE
DECLARATION OF INVALIDITY OF '506 PATENT

91. Luminex incorporates by reference each of the above paragraphs as though fully repeated herein.

92. Signify has accused Menard of infringement of the '506 Patent by selling products produced by Luminex. Luminex, as a Third-Party Defendant, denies infringement of the '506 Patent. In particular, Signify has accused Luminex Accused Product SKU# 349-1202, which supplied to Menard by Luminex, of infringing one or more claims of the '506 Patent. Therefore, a justiciable case in controversy exists concerning the alleged infringement of the '506 Patent.

93. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 et seq., Luminex requests a declaration from the Court that the claims of the '506 Patent are invalid for failure to meet one or more provisions of the United States patent laws, 35 U.S.C. §§ 100 et seq., including but not limited to, one or more of 35 U.S.C. §§ 101, 102, 103, 112, 115, 116, or for double patenting. By way of example only, and without limitation, the asserted claims of the '506 Patent, are invalid as anticipated by or rendered obvious from prior art references: U.S. Patent No. 6,739,734; U.S. Patent No. 7,161,313; U.S. Patent No. 7,210,818; U.S. Patent No. 7,722,220; U.S. Pub. Patent App. No. 2004/0052076 A1; U.S. Pub. Patent App. No. 2005/0285547 A1; U.S. Pub. Patent App. No. 2008/0298058 A1; and Taiwan Patent No. TW I254189.

94. For example, asserted claims 1 and 2 of the '506 Patent (with paragraphs marked with added lowercase letters for clarity) recites:

1. A cove lighting apparatus for an architectural surface, comprising:

(a) a cove member configured to fit within a gap defined by the architectural surface and comprising an interior surface that is recessed from the architectural surface; and

(b) at least one LED-based light source associated with the cove member for irradiating at least a portion of the interior surface with visible light perceivable by a viewer via the gap defined in the architectural surface, wherein the cove lighting apparatus is configured such that the at least one LED-based light source is concealed from the viewer.

2. The apparatus of claim 1, wherein the cove member includes a channel portion, and wherein: the at least one LED-based light source is coupled to the channel portion and positioned so as to irradiate at least the portion of the interior surface of the cove member with the visible light.

95. For example, U.S. Patent No. 7,722,220 (the “’220 Patent”) discloses and or renders obvious each limitation of claim 1 of the ’506 Patent. The ’220 Patent is a recessed LED lighting device. To the extent it is not inherently disclosed that the ’220 Patent can be used as a cove lighting apparatus, it would have been obvious for one of ordinary skill in the art to use the ’220 Patent in a cove lighting apparatus. For example, the ’220 Patent teaches that “[t]he environment inside the can [i.e. canned recessed lighting] is not ideal for solid-state lighting.” ’220 Patent at 3:1-5. With respect to element (a), the ’220 Patent is an LED lighting fixture “which can be recessed into a ceiling (or other construction surface, e.g., a wall or a floor).” ’220 Patent at 4:58-62. With respect to element (b), the LED light source of the ’220 Patent can be configured such that the LED light source is concealed from the viewer. *See* ’220 Patent at 20:4-17, Fig. 5. A true and correct copy of the ’220 Patent is attached to these Amended Cross-Claims as Exhibit J.

CROSS-CLAIM TEN
DECLARATION OF NON-INFRINGEMENT OF ’506 PATENT

96. Luminex incorporates by reference each of the above paragraphs as though fully repeated herein.

97. Signify has accused Menard of infringement of the ’506 Patent by selling products produced by Luminex. Luminex, as a Third-Party Defendant, denies infringement of the ’506

Patent. In particular, Signify has accused Luminex Accused Product SKU# 349-1202, which is supplied to Menard by Luminex, of infringing one or more claims of the '506 Patent. Therefore, a justiciable case in controversy exists concerning the alleged infringement of the '506 Patent.

98. Luminex has not infringed and is not infringing any valid claim of the '506 Patent, either literally or under the doctrine of equivalents. Additionally, Luminex is not contributing to or inducing the infringement of any claim of the '506 Patent, and has not done so in the past.

99. Moreover, Signify has accused Luminex Accused Product SKU# 349-1202 of infringing the '506 Patent; however, Signify has not charted *any* Luminex Accused Products with respect to the asserted claims of the '506 Patent. Signify has not met its burden because it has not identified how any of the Luminex Accused Products infringe any asserted claims of the '506 Patent.

100. Pursuant to the Federal Declaratory Judgement Act, 28 U.S.C. §§ 2201 and 2202, Luminex requests a declaration by the Court that the Luminex Accused Products have not infringed and do not infringe any valid and enforceable claim of the '506 Patent under any theory.

CROSS-CLAIM ELEVEN
DECLARATION OF INVALIDITY OF '336 PATENT

101. Luminex incorporates by reference each of the above paragraphs as though fully repeated herein.

102. Signify has accused Menard of infringement of the '336 Patent by selling products produced by Luminex. Luminex, as a Third-Party Defendant, denies infringement of the '336 Patent. In particular, Signify has accused the following Luminex Accused Products supplied to Menard by Luminex of infringing one or more claim of the '336 Patent: SKU#s 348-2182, 349-1202, 349-1342, 349-1343, 349-1348, 349-1352, 349-2134, 349-2135, and 351-0008. Therefore, a justiciable case in controversy exists concerning the alleged infringement of the '336 Patent.

103. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 et seq., Luminex requests a declaration from the Court that the claims of the '336 Patent are invalid for failure to meet one or more provisions of the United States patent laws, 35 U.S.C. §§ 100 et seq., including but not limited to, one or more of 35 U.S.C. §§ 101, 102, 103, 112, 115, 116, or for double patenting.

104. By way of example only, and without limitation, the asserted claims, for example, claims 1, 3-5, 7, 9, 11-13, 15, 16, and 19 of the '336 Patent, are invalid as anticipated by or rendered obvious from prior art references, including without limitation: U.S. Patent No. 5,662,414; U.S. Patent No. 8,491,151; U.S. Patent No. 8,757,863; U.S. Patent No. 8,890,436; U.S. Patent No. 9,801,250; U.S. Patent No. 10,136,503; U.S. Patent No. 10,091,855; U.S. Patent No. 9,374,854; U.S. Patent No. 7,192,160; U.S. Patent No. 9,719,642; and U.S. Pub. Patent App. No. 2015/0002034.

105. For example, asserted claims 1, 3, 7, 9, 11, and 12 of the '336 Patent (with paragraphs marked with added lowercase letters for clarity) recite:

1. A luminaire comprising:

- (a) a housing comprising at least one outer surface that forms a first cavity;
- (b) at least one electrical component disposed, at least in part, within the first cavity;
- (c) an electrical cable comprising a first end and a second end, wherein the first end is coupled to the at least one electrical component; and
- (d) a switch coupled to the electrical cable, wherein the switch is disposed remotely from the housing, wherein the switch has a plurality of positions,
- (e) wherein each position of the plurality of positions of the switch corresponds to a discrete correlated color temperature (CCT) output by one or more light sources of the luminaire.

3. The luminaire of claim 1, wherein each position of the plurality of positions is discrete.

7. The luminaire of claim 1, further comprising: a junction box comprising at least one wall that forms a second cavity, wherein the switch is disposed within the second cavity, wherein the second end of the electrical cable is coupled to the switch.

9. The luminaire of claim 1, wherein the switch is a slide switch.

11. The luminaire of claim 1, wherein the switch is inaccessible when the housing is installed.

12. The luminaire of claim 1, wherein the switch is accessible to a user when the housing is removed from its installed location.

106. For example, U.S. Patent No. 9,719,642 (the “’642 Patent”) discloses each limitation and thus anticipates claim 1 of the ’336 Patent. The ’642 Patent discloses a luminaire. With respect to element (a), the LED lamp 8 of the ’642 Patent has a support structure 10 and a diffuser 24 that forms a cavity for containing LEDs 12. With respect to element (b), the switching circuit 134a is in the cavity of the ’642 Patent. With respect to element (c), signals from switch 34a travel from one end of connectors 16 to switching circuit 134 at the other end of connectors 16. *See* ’642 Patent at Fig. 2A, 6:35-68. With respect to element (d), switch 34 has two positions and could be a manual switch as in Figure 4 of the ’642 Patent, or remote and sends signals along connectors 16. *See* ’642 Patent at 6:35-68. Moreover, switching circuit 134a will either power a set of T LEDs or a set of D LEDs. Finally, the T LEDs produce a light color temperature of 3000k to 3300k, while the D LEDs produce a temperature of 5400k to 5600k. A true and correct copy of the ’642 Patent is attached to these Amended Cross-Claims as Exhibit K.

107. As another example, U.S. Patent No. 7,192,160 (the “’160 Patent”) in combination with the ’642 Patent renders obvious each limitation of claim 1 of the ’336 Patent. First, the ’160 Patent discloses a luminaire. With respect to element (a), LEDs 32 mounted in a transparent housing 26 of the ’160 Patent. *See* ’160 Patent at Fig. 2. With respect to element (b), a control

box 64 has a switch for selecting between different light sources 28 in the '160 Patent. With respect to element (c), a cable 56 connects control box 64 to LED drivers 54 and 54' which drive LEDs of different colors in the '160 Patent. *See* '160 Patent at 6:46-49. With respect to element (d), switch 66 is coupled to cable 56 and is disposed remote from housing 26, switch 66 slides between three positions. *See* '160 Patent at 6:18-30. Further, LEDs 32 may include dual color LEDs 34 which change color depending on which electrode 48 is powered, the LEDs of the '160 Patent produce many different colors of light are produced, including white. *See* '160 Patent at 6:31-45. To the extent the CCT colors are not explicitly disclosed in the '160 Patent, it would be obvious to employ them in view of the teaching of such lights in the '642 Patent. A true and correct copy of the '160 Patent is attached to these Amended Cross-Claims as Exhibit L.

108. Claims 3, 7, 11, and 12 of the '336 Patent depend from claim 1 and include further limitations. These limitations are disclosed by the '642 Patent. In particular, the switch 34 within housing 24 with a lever extending therefrom as shown in Figure 4, disclosed by the '642 Patent discloses the additional limitations of claims 3, 7, 11, and 12 of the '336 Patent.

109. Claim 9 of the '336 Patent depends from claim 1 and includes a further limitation that the switch is a slide. The further limitation of claim 9 is met by switch 66 of the '160 Patent. *See* '160 Patent at 6:18-30.

110. As another illustrative example, asserted claims 13, 15, and 19 (with paragraphs marked with added lowercase letter for ease clarity) of the '336 Patent recite:

13. A switch for controlling a correlated color temperature (CCT) of light emitted by a luminaire, the switch comprising:

(a) a body;

(b) at least one first coupling feature disposed on the body, wherein the at least one first coupling feature is configured to electrically couple to an electrical cable of the luminaire; and

(c) an actuator disposed on the body, wherein the actuator has a range of positions,

(d) wherein each position of the range of positions of the actuator corresponds to a CCT of the light emitted by the luminaire.

15. The switch of claim 13, wherein each position is discrete within the range of positions.

19. The switch of claim 13, wherein the body is configured to be disposed within a junction box.

111. Limitation (b) of claim 13 of the '336 Patent is indefinite as it is unclear whether the "feature" is in a means plus function format and what corresponding structure in the specification is covered.

112. Moreover, the '642 Patent discloses each limitation and thus anticipates claim 13 of the '336 Patent. The '642 Patent discloses a switch for controlling a correlated color temperature of a light emitted by a luminaire. With respect to element (a), the switch 34a of '642 Patent has a body shown in Figure 4 of the '642 Patent. With respect to element (b), signals from switch 34a travel from one end of connectors 16 to switching circuit 134 at the other end of connectors 16 (a cable), and the switch 34 is coupled to the connectors. *See* '642 Patent at Fig. 2A; 6:35-68. With respect to element (c), switch 34 of the '642 Patent could be a manual switch as shown in Figure 4 or a remote switch and sends signals along connectors 16, with at least two positions. *See* '642 Patent at 6:35-68. With respect to element (d), the switching circuit 134a of the '642 Patent will either power a set of T LEDs or a set of D LEDs based on the position of switch 34. The T LEDs produce a light color temperature of 3000k to 3300k, while the D LEDs produce a temperature of 5400k to 5600k.

113. Claims 15 and 19 of the '336 Patent depend from claim 13 and include further limitations regarding the switch of claim 13. The further limitations of claims 15 and 19 are met

by switch 34a and switch 34 in the housing with a lever extending therefrom as shown in Figure 4 of the '642 Patent.

114. In addition, U.S. Patent No. 8,890,436 (the "'436 Patent") discloses each limitation and thus anticipates claim 13 of the '336 Patent. The '436 Patent discloses a switch for controlling a correlated color temperature of a light emitted by a luminaire. With respect to element (a), the 3-way lamp socket 110 of 436 Patent has a body shown in Figure 1 of the '436 Patent. With respect to element (b), signals from the 3-way lamp socket 110 has to be transmitted to the 3-way lamp head 120. The 3-way lamp socket 110 and the 3-way lamp head 120 are electrically coupled to each other through the first live wire contact 124 and the second live wire contact 126. *See* '436 Patent at Fig. 1; 4:8-12. With respect to element (c), the 3-way lamp socket 110 has 4 operation modes, so as to change the conducted wiring line by operating the 3-way switch 115. *See* '436 Patent at 4:13-15. With respect to element (d), 3-way switch 115 can further turn on the corresponding LED array. *See* '436 Patent at 4:13-15. A true and correct copy of the '436 Patent is attached to these Amended Cross-Claims as Exhibit M.

CROSS-CLAIM TWELVE
DECLARATION OF NON-INFRINGEMENT OF '336 PATENT

115. Luminex incorporates by reference each of the above paragraphs as though fully repeated herein.

116. Signify has accused Menard of infringement of the '336 Patent by selling products produced by Luminex. Luminex, as a Third-Party Defendant, denies infringement of the '336 Patent. In particular, Signify has accused the following Luminex Accused Products supplied to Menard by Luminex of infringing one or more claim of the '336 Patent: SKU#s 348-2182, 349-1202, 349-1342, 349-1343, 349-1348, 349-1352, 349-2134, 349-2135, and 351-0008. Therefore, a justiciable case in controversy exists concerning the alleged infringement of the '336 Patent.

117. Luminex has not infringed and is not infringing any valid claim of the '336 Patent, either literally or under the doctrine of equivalents. Additionally, Luminex is not contributing to or inducing the infringement of any claim of the '336 Patent, and has not done so in the past. For example, the Luminex Accused Products do not infringe any valid asserted claims of the '336 Patent because the alleged “electrical cable” of the Luminex Accused Products is not “coupled” to the switch as required by claim 1 of the '336 Patent.

118. More specifically, Signify charted Luminex Accused Product SKU# 349-1348 against the asserted claims of the '336 Patent. *See* Appendix G-2 to Signify’s Infringement Contentions (Dkt. 105). However, the alleged “electrical cable” of the SKU# 349-1348 is not “coupled” to the switch as required by claim 1 of the '336 Patent. Moreover, Signify accused nine Luminex Accused Products of infringing '336 Patent, yet, Signify only charted one Luminex Accused Product with respect to the asserted claims of the '336 Patent.

119. Pursuant to the Federal Declaratory Judgement Act, 28 U.S.C. §§ 2201 and 2202, Luminex requests a declaration by the Court that Luminex Accused Products have not infringed and do not infringe any valid and enforceable claim of the '336 Patent under any theory.

PRAYER FOR RELIEF

WHEREFORE, Third-Party Defendant and Cross-Claimant Luminex prays for relief as follows:

- A. Dismissal of Plaintiff’s Complaint with prejudice;
- B. Dismissal of Menard’s Third-Party Complaint with prejudice;
- C. A declaration that Luminex has not infringed, and is not infringing, any valid and enforceable claim of any of the Patents-in-Suit;
- D. A declaration that each claim of the Patents-in-Suit is invalid;

- E. A finding that this case is exceptional under 35 U.S.C. § 285, and an award of attorneys' fees to Luminex;
- F. An award of costs to Luminex; and
- G. Any other and further relief as this Court may deem appropriate.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, Luminex demands a trial by jury on all issues triable of right by jury.

Dated: November 16, 2023

Respectfully submitted,

/s/William E. Devitt

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