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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

E-VISION OPTICS, LLC and E-  
VISION SMART OPTICS, INC.

Plaintiff,

v.

LUXOTTICA GROUP S.P.A. and  
LUXOTTICA OF AMERICA, INC.

Defendants.

Case No. 8:23-cv-02013

**FIRST AMENDED COMPLAINT FOR  
PATENT INFRINGEMENT**

DEMAND FOR JURY TRIAL

*Luxottica v. e-Vision*  
IPR2025-00216  
**Luxottica Ex. 1042**

1 Plaintiffs e-Vision Optics, LLC and e-Vision Smart Optics, Inc. (“Plaintiffs” or  
2 “e-Vision”) bring this action against Defendants, Luxottica Group S.p.A. (“Luxottica  
3 Group”) and Luxottica of America, Inc. (“Luxottica of America”), (collectively,  
4 “Luxottica” or “Defendants”) to prevent Luxottica’s continued infringement of  
5 Plaintiffs’ patents without authorization and to recover damages resulting from such  
6 infringement.

### 7 **THE PARTIES**

8 1. Plaintiff e-Vision Optics, LLC is a New York limited liability company  
9 with a principal place of business located at 1144 Tallevast Road, Suites 113-115,  
10 Sarasota, Florida 34243. Plaintiff e-Vision Smart Optics, Inc. is a Delaware corporation  
11 with a principal place of business located at 8437 Tuttle Avenue, Suite 319, Sarasota,  
12 Florida 34243.

13 2. On information and belief, Defendant Luxottica Group S.p.A. is a  
14 corporation organized under the laws of Italy with its principal place of business at  
15 Piazzale Luigi Cadorna 3, 20121 Milan, Italy, and an office in the United States at 4000  
16 Luxottica Place, Mason, Ohio 45040.

17 3. On information and belief, Defendant Luxottica of America, Inc. is an  
18 Ohio corporation with its principal place of business at 4000 Luxottica Place, Mason,  
19 Ohio 45040. Upon information and belief, Luxottica of America, Inc. owns Ray-Ban  
20 retail stores and eyewear retailer SunglassHut.

### 21 **JURISDICTION AND VENUE**

22 4. Plaintiffs bring claims under the patent laws of the United States, 35 U.S.C.  
23 § 1 *et seq.*, for infringement of the Asserted Patents. Defendant has infringed and  
24 continues to infringe each of the Asserted Patents under at least 35 U.S.C. §§ 271(a),  
25 271(b) and 271(c). This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331  
26 and 1338(a).

27 5. This Court has personal jurisdiction over Luxottica Group and Luxottica  
28 of America because they regularly conduct business in the State of California and in

1 this District, offering for sale and selling the Accused Products in California and in this  
2 District that infringe one or more claims of the Asserted Patents. Luxottica Group and  
3 Luxottica of America have, either directly or through intermediaries, purposefully and  
4 voluntarily placed their infringing products into the stream of commerce with the  
5 intention and expectation that they will be purchased and used by customers in this  
6 District, as detailed below.

7 6. Venue is proper in this District pursuant to 28 U.S.C. § 1400(b) because,  
8 upon information and belief, Luxottica Group and Luxottica of America regularly  
9 conduct business within this District, Luxottica of America has a regular and established  
10 place of business in this District, and both Luxottica Group, a foreign corporation, and  
11 Luxottica of America committed acts of infringement within this District. In addition,  
12 on information and belief, as a foreign corporation with sufficient contacts with this  
13 District, venue is proper against Luxottica Group in this District.

14 7. Luxottica Group and Luxottica of America sell and/or offer for sale the  
15 Accused Products through Luxottica Group's websites - [https://www.ray-](https://www.ray-ban.com/usa/ray-ban-meta-smart-glasses)  
16 [ban.com/usa/ray-ban-meta-smart-glasses](https://www.ray-ban.com/usa/ray-ban-meta-smart-glasses), which may be accessed by customers within  
17 this District.

18 8. On information and belief, Luxottica Group operates a website through  
19 which it markets and sells Ray-Ban Smart Glasses, including the Accused Products.  
20 The website, <http://Ray-Ban.com>, is registered to Luxottica Group. See Ex. 6. The  
21 website itself indicates that Luxottica Group maintains copyright ownership of the  
22 Accused Products and the website through which it sells the Accused Products. Through  
23 this website, Luxottica Group markets the Accused Products and allows customers to  
24 purchase Accused Products via the website. (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788)  
25 [ban.com/usa/electronics/](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788)  
26 [RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788).) Similarly,  
27 the website advises its customers that they “can buy Ray-Ban Meta smart glasses on  
28 Ray-Ban.com, at official Ray-Ban stores and from certified Ray-Ban dealers (online &

1 in store). Currently they're available for purchase in the United States.” *Id.* Luxottica  
2 Group also provides the warranty for the Accused Products. (See [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf)  
3 [ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf)  
4 [safetywarranty-data.pdf](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf)).

5 9. On information and belief, Luxottica Group also conducts business in this  
6 District through its employees. For instance, Luxottica Group advertises employment  
7 opportunities in Los Angeles, CA and Riverside, CA, including, on information and  
8 belief, employment as sales representatives to sell the Accused Products. (See  
9 [https://www.linkedin.com/jobs/view/3815117633/?eBP=NON\\_CHARGEABLE\\_CH](https://www.linkedin.com/jobs/view/3815117633/?eBP=NON_CHARGEABLE_CHANNEL&refId=dkU8X3LiJXDxdMpp%2FYJTQ%3D%3D&trackingId=yj%2FRfs)  
10 [ANNEL&refId=dkU8X3LiJXDxdMpp%2FYJTQ%3D%3D&trackingId=yj%2FRfs](https://www.linkedin.com/jobs/view/3815117633/?eBP=NON_CHARGEABLE_CH)  
11 [wKE5e%2FNkOrCW44dg%3D%3D&trk=flagship3\\_search\\_srp\\_jobs](https://www.linkedin.com/jobs/view/3815117633/?eBP=NON_CHARGEABLE_CH); see also  
12 [https://www.linkedin.com/jobs/view/3812410324/?eBP=NON\\_CHARGEABLE\\_CH](https://www.linkedin.com/jobs/view/3812410324/?eBP=NON_CHARGEABLE_CH)  
13 [ANNEL&refId=dkU8X3LiJXDxdMpp%2FYJTQ%3D%3D&trackingId=34ZBtg%](https://www.linkedin.com/jobs/view/3812410324/?eBP=NON_CHARGEABLE_CH)  
14 [2BUy8du79ubqeafyQ%3D%3D&trk=flagship3\\_search\\_srp\\_jobs](https://www.linkedin.com/jobs/view/3812410324/?eBP=NON_CHARGEABLE_CH)). As described in  
15 further detail below, Luxottica Group, through its subsidiary Luxottica of America, sells  
16 and offers to sell the Accused Products by directing Luxottica of America to market and  
17 sell the Accused Products through Luxottica Group’s website. Luxottica of America  
18 also sells and offers to sell the Accused Products through retail stores owned and  
19 operated by Luxottica of America. (See, e.g., [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788)  
20 [ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788)  
21 [black/8056597982788](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788).) (advising customers that they “can buy Ray-Ban Meta smart  
22 glasses on Ray-Ban.com, at official Ray-Ban stores and from certified Ray-Ban dealers  
23 (online & in store). Currently they're available for purchase in the United States.”)

24 10. On information and belief, Luxottica of America has a regular and  
25 established place of business in this District. Luxottica and its affiliates have more than  
26 100 employees residing in this District, including employees whose work is directly  
27 related to the Accused Products.

28 11. On information and belief, Luxottica of America also maintains retail

1 stores in this District where the Accused Products are available for purchase. For  
2 instance, on information and belief, Luxottica maintains at least five (5) Ray-Ban, Pearle  
3 Vision, and SunglassHut brand retail stores within a close proximity of the Southern  
4 Division Courthouse that market and sell Ray-Ban Smart Glasses, including the  
5 Accused Products. One such Ray-Ban retail store is located in this District at 1087  
6 Newport Center Drive, Newport Beach, CA 92660. On information and belief,  
7 Luxottica Group and Luxottica of America market and sell the Accused Products at this  
8 location.

9 12. On information and belief, Luxottica of America cooperates with its parent  
10 Luxottica Group to market and sell the Accused Products through its use of Luxottica  
11 Group's ray-ban.com website. For instance, as stated the Terms of Use for the Accused  
12 Products (which is available on the ray-ban.com website owned, registered, and  
13 controlled by Luxottica Group), "[t]hese [Terms of Use] together with our Privacy  
14 Policy, terms of sale and returns and exchange policy ("Additional Policies") are a legal  
15 agreement ("Agreement") between you ("You", or "you") and Luxottica of America  
16 Inc., its parents, subsidiaries, affiliates, representatives, officers, and directors  
17 (collectively, "Luxottica", "us", "we", or "our"), as owner of Ray-Ban (the "Website"),  
18 and govern your use of the Website." (See [https://www.ray-ban.com/usa/c/terms-of-](https://www.ray-ban.com/usa/c/terms-of-use)  
19 [use](https://www.ray-ban.com/usa/c/terms-of-use); see also <https://www.ray-ban.com/usa/c/terms-of-sale>.)

20 13. Defendant Luxottica of America, Inc. is registered to do business in  
21 California with at least eighteen Registered Corporate Agents in this District at 330 N.  
22 Brand Blvd., Glendale, CA 91203.

23 14. As shown above and further detailed below, Luxottica Group's and  
24 Luxottica of America's use, offer for sale, sales, and advertising of the Accused  
25 Products within this District infringe the Asserted Patents. Luxottica's customers  
26 infringe the Asserted Patents at least by using the Accused Products within this District.

27 15. Jurisdiction and venue are proper for the reasons set forth above, and for  
28 other reasons that will be presented to the Court if such venue is challenged.

## **BACKGROUND**

16. e-Vision is a recognized global leader in the development and advancement of patented technologies for enhancing vision. It has been a pioneer in electronic lens modulation with more than 15 years of experience designing and fabricating optics that control and shape light with no moving parts.

17. e-Vision maintains a research and development facility, along with administrative offices, located in Sarasota, Florida. In Sarasota, e-Vision leases a 6,500 square foot facility which is comprised of a state-of-the-art optics lab, model shop, lithography lab, machine shop and a clean room for optics assembly, which allows e-Vision to perform its own micro-lithography and glass work on premises. In addition, e-Vision has the in-house capabilities to design, fabricate and test electro-active optics based on its proprietary lens designs.

18. As a result of its commitment to innovation, e-Vision has nearly 500 patents issued or pending worldwide.

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

### **The '483 Patent**

19. On Apr. 29, 2014, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 8,708,483 (“the ’483 Patent”), entitled “Electronic eyeglass frame.” Plaintiff e-Vision Optics, LLC owns all rights, title, and interest in and to the ’483 Patent and possess all rights of recovery under the ’483 Patent. A true and accurate copy of the ’483 Patent is attached hereto as Ex. 1.

20. The ’483 patent is valid and enforceable.

### **The '174 Patent**

21. On Aug. 12, 2014, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 8,801,174 (“the ’174 Patent”), entitled “Electronic frames comprising electrical conductors.” Plaintiff e-Vision Optics, LLC owns all rights, title, and interest in and to the ’174 Patent and possess all rights of recovery under the ’174 Patent. A true and accurate copy of the ’174 Patent is attached hereto as Ex. 2.

22. The '174 patent is valid and enforceable.

The '541 Patent

23. On Dec. 9, 2014, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 8,905,541 ("the '541 Patent"), entitled "Electronic spectacle frames." Plaintiff e-Vision Optics, LLC owns all rights, title, and interest in and to the '541 Patent and possess all rights of recovery under the '541 Patent. A true and accurate copy of the '541 Patent is attached hereto as Ex. 3.

24. The '541 patent is valid and enforceable.

The '960 Patent

25. On Mar. 24, 2020, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 10,598,960 ("the '960 Patent"), entitled "Eyewear docking station and electronic module." Plaintiff e-Vision Smart Optics, Inc. owns all rights, title, and interest in and to the '960 Patent and possess all rights of recovery under the '960 Patent. A true and accurate copy of the '960 Patent is attached hereto as Ex. 4.

26. The '960 patent is valid and enforceable.

The '355 Patent

27. On April 7, 2020, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 10,613,355 ("the '355 Patent"), entitled "Moisture-resistant eye wear." Plaintiff e-Vision Optics, LLC owns all rights, title, and interest in and to the '355 Patent and possess all rights of recovery under the '355 Patent. A true and accurate copy of the '355 Patent is attached hereto as Ex. 5.

28. The '355 patent is valid and enforceable.

**THE ACCUSED PRODUCTS**

29. The accused products are Ray-Ban smart glasses including Ray-Ban Stories, Ray-Ban | Meta Wayfarer, and Ray-Ban | Meta Headliner (collectively, "the Accused Products").

## **FIRST CAUSE OF ACTION**

### **(Infringement of the '483 Patent)**

30. e-Vision realleges and incorporates by reference the allegations of the preceding paragraphs of this Complaint.

31. Luxottica has infringed and continues to infringe one or more claims of the '483 Patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States and will continue to do so unless enjoined by this Court. The Accused Products, including products that include features such as the Ray-Ban Stories, at least when used for their ordinary and customary purposes, practice each element of at least claim 1 of the '483 patent as demonstrated below.

32. For example, claim 1 of the '483 patent recites:

Eyewear comprising:

a frame; and

a sealed moisture resistant module attached to the frame, wherein the module comprises within the seal any two of: a switch, a detector, a processor, a power source, a drive circuit, a transmitter, a receiver, a transceiver, and a sensor,

wherein the frame comprises a first temple and a second temple, and wherein the module is disposed within the first temple.

33. The Accused Products include "*a frame*." For instance, the Accused Products are "smart glasses" having a frame that can be charged "on the go." (See <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.)

#### **ABOUT RAY-BAN STORIES | WAYFARER**

From the rock revolution of the '60s, to the art scene of the '80s, to the forefront of hip-hop culture – Wayfarer has become an enduring icon across endlessly shifting horizons. Now the journey continues with the latest in wearable tech. Ray-Ban Stories Wayfarer integrates the best of your phone with the timeless frame, bringing you a new way to capture and share your adventures<sup>1</sup>.

(See *id.*).

34. The Accused Products include “a sealed moisture resistant module attached to the frame.” For instance, the Accused Products are “resistant to water splashes.” (See <https://fcc.report/FCC-ID/2AYOA-4002/5271617.pdf> at 3.) As another example, the Accused Products include various modules sealed within the frame as shown in the images below:



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264927.pdf> at 15.)



(See *id.* at 50.)

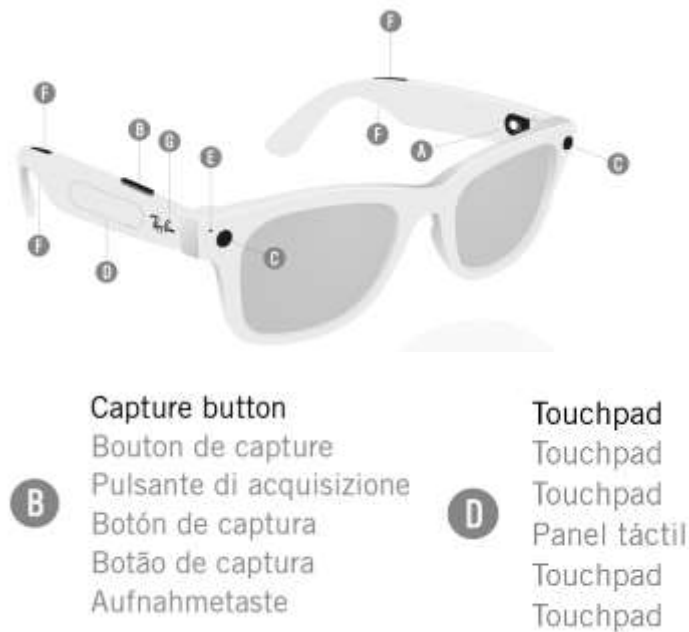


10 (See *id.* at 30.)



20 (See *id.* at 41.).

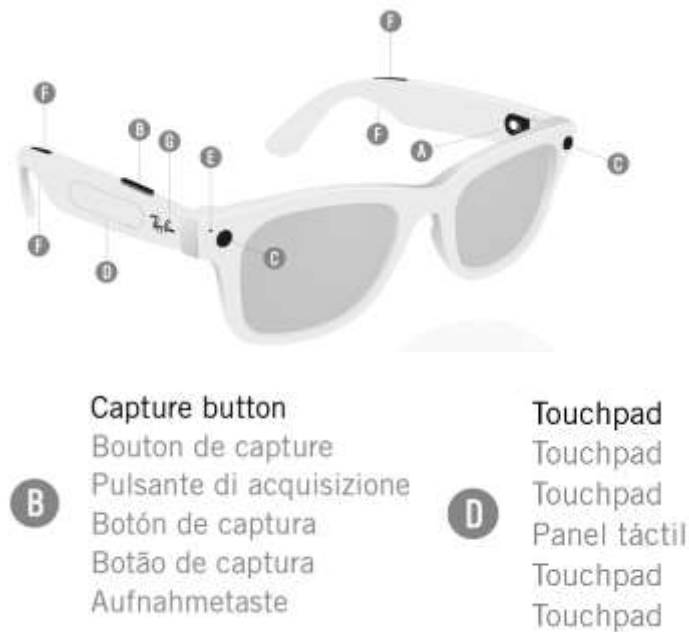
21         35. The Accused Products include “*wherein the module comprises within the*  
22 *seal any two of: a switch, a detector, a processor, a power source, a drive circuit, a*  
23 *transmitter, a receiver, a transceiver, and a sensor.*” For instance, the Accused Products  
24 include a touch pad for, among other things, adjusting a volume, and a capture button  
25 for capturing images using a camera located on the Accused Products.  
26  
27  
28



(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>).

36. The Accused Products include “*wherein the frame comprises a first temple and a second temple.*” For example, For instance, the Accused Products include at least two 150 mm temples (the Wayfarer and Round models). (See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>; see also <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.) As another example, the Meteor models include two 155 mm temples. (See <https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207>.)

37. The Accused Products include “*wherein the module is disposed within the first temple.*” For instance, For example, as shown above (and reproduced below), the Accused Products include a camera button and touchpad in the right temple:



(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>).

38. Each claim in the '483 Patent recites an independent invention. Neither claim 1, described above, nor any other individual claim is representative of all claims in the '483 Patent.

39. Luxottica Group and Luxottica of America have been aware of the '483 Patent since October 25, 2023 when they received a letter identifying the patent and their infringement. At the very least, Luxottica Group and Luxottica of America have been aware of the '483 Patent and their infringement based on the Accused Products since at least the filing of the Complaint on October 26, 2023 and service of the original Complaint on October 31, 2023 (See Dkts. 1, 28-30).

40. Luxottica Group and Luxottica of America directly infringe at least claim 1 of the '483 Patent, literally or under the doctrine of equivalents, by making, using, offering to sell, and selling the Accused Products within the United States, and importing the Accused Products into the United States during the term of the '483 Patent. Luxottica Group and Luxottica of America sell and/or offer for sale the Accused Products through Luxottica Group's websites - <https://www.ray-ban.com/usa/ray-ban->

1 meta-smart-glasses, which may be accessed by customers within this District, and  
2 through Ray-Ban stores in this District.

3 41. On information and belief, Luxottica Group operates a website through  
4 which it markets and sells Ray-Ban Smart Glasses, including the Accused Products.  
5 The website, <http://Ray-Ban.com>, is registered to Luxottica Group. The website itself  
6 indicates that Luxottica Group maintains copyright ownership of the Accused Products  
7 and the website through which it sells the Accused Products. Through this website,  
8 Luxottica Group markets the Accused Products and allows customers to purchase  
9 Accused Products via the website. (See [https://www.ray-ban.com/usa/electronics/  
10 RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788).) Similarly,  
11 the website advises its customers that they “can buy Ray-Ban Meta smart glasses on  
12 Ray-Ban.com, at official Ray-Ban stores and from certified Ray-Ban dealers (online &  
13 in store). Currently they're available for purchase in the United States.” *Id.* Luxottica  
14 Group also provides the warranty for the Accused Products. (See [https://media.ray-  
15 ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-  
16 safetywarranty-data.pdf](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf)).

17 42. On information and belief, Luxottica Group, through its subsidiary  
18 Luxottica of America, sells and offers to sell the Accused Products by directing  
19 Luxottica of America to market and sell the Accused Products through Luxottica  
20 Group’s website. Luxottica of America also sells and offers to sell the Accused Products  
21 through retail stores owned and operated by Luxottica of America. (See, e.g.,  
22 [https://www.ray-ban.com/usa/electronics/RW4006ray-  
23 ban%20%7C%20meta%20wayfarer-black/8056597982788](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788).) (advising customers that  
24 they “can buy Ray-Ban Meta smart glasses on Ray-Ban.com, at official Ray-Ban stores  
25 and from certified Ray-Ban dealers (online & in store). Currently they're available for  
26 purchase in the United States.”)

27 43. On information and belief, Luxottica of America also maintains retail  
28 stores in this District where the Accused Products are available for purchase. For

1 instance, on information and brief, Luxottica of America maintains at least five (5) Ray-  
2 Ban, Pearle Vision, and SunglassHut brand retail stores within a close proximity of the  
3 Southern Division Courthouse that market and sell Ray-Ban Smart Glasses, including  
4 the Accused Products. One such Ray-Ban retail store is located in this District at 1087  
5 Newport Center Drive, Newport Beach, CA 92660. On information and belief,  
6 Luxottica Group and Luxottica of America market and sell the Accused Products at this  
7 location.

8 44. On information and belief, Luxottica of America cooperates with its parent  
9 Luxottica Group to market and sell the Accused Products through its use of Luxottica  
10 Group's ray-ban.com website. For instance, as stated the Terms of Use for the Accused  
11 Products (which is available on the ray-ban.com website owned, registered, and  
12 controlled by Luxottica Group), "[t]hese [Terms of Use] together with our Privacy  
13 Policy, terms of sale and returns and exchange policy ("Additional Policies") are a legal  
14 agreement ("Agreement") between you ("You", or "you") and Luxottica of America  
15 Inc., its parents, subsidiaries, affiliates, representatives, officers, and directors  
16 (collectively, "Luxottica", "us", "we", or "our"), as owner of Ray-Ban (the "Website"),  
17 and govern your use of the Website." (See [https://www.ray-ban.com/usa/c/terms-of-](https://www.ray-ban.com/usa/c/terms-of-use)  
18 [use](https://www.ray-ban.com/usa/c/terms-of-use); see also <https://www.ray-ban.com/usa/c/terms-of-sale>.).

19 45. Luxottica's retail partners (including Ray-Ban, Pearle Vision,  
20 SunglassHut, LensCrafters, and independent vision and optometry stores), customers,  
21 and end users of the Accused Products and corresponding systems and services directly  
22 infringe at least claim 1 of the '483 Patent, literally or under the doctrine of equivalents,  
23 at least by using the Accused Products and corresponding systems and services, as  
24 described above.

25 46. Luxottica Group and Luxottica of America actively induced and are  
26 actively inducing infringement of at least claim 1 of the '483 Patent with specific intent  
27 to induce infringement, and/or willful blindness to the possibility that its acts induce  
28 infringement, since at least the filing and service of this lawsuit, in violation of 35

U.S.C. § 271(b). For example, Luxottica Group and Luxottica of America encourage and induce customers to use the Accused Products in a manner that infringes claim 1 of the '483 Patent by at least offering and providing the Accused Products and corresponding systems and services that infringe claim 1 when operated by the customer, and by activities relating to selling, marketing, advertising, promotion, installation, support, and distribution of its Accused Products and corresponding systems and services in the United States. (*See, e.g.*, <https://www.ray-ban.com/usa/ray-ban-stories>; <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>; <https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377>; <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories>; <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses>; <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>; <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>; <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>; <https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207>.)

47. Luxottica Group and Luxottica of America encourage, instruct, direct, and/or require third parties—including its retail partners and/or customers—to use the Accused Products and corresponding systems and services in infringing ways, as described above.

48. For example, on information and belief, Luxottica Group and Luxottica of America share instructions, guides, and manuals, which advertise and instruct third parties on how to use the Accused Products as described above, including at least

customers and retail partners. (See, e.g., <https://www.ray-ban.com/usa/ray-ban-stories>;  
<https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>;  
<https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377>;  
<https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories>;  
<https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses>;  
<https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>;  
<https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>;  
<https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>;  
<https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207>.) On further information and belief, Luxottica Group and Luxottica of America also provide customer service or technical support to purchasers of the Accused Products and corresponding systems and services, which directs and encourages customers to perform certain actions as a condition to use the Accused Products in an infringing manner.

49. Luxottica Group and Luxottica of America and/or their retail partners recommend and sell the Accused Products and provide technical support for ongoing operation of the Accused Products for each individual customer. (See, e.g., <https://www.ray-ban.com/usa/ray-ban-stories>; <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>;  
<https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377>;  
<https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories>;  
<https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses>;  
<https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>;

1 ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-  
 2 reference-guide-ps-rw-we-mp-v2-1--data.pdf; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)  
 3 ban.com/usa/electronics/RW4003%20UNISEX%20ray-  
 4 ban%20stories%20%7C%20round-blue/8056597557146; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
 5 ban.com/usa/electronics/RW4004%20UNISEX%20ray-  
 6 ban%20stories%20%7C%20wayfarer-black/8056597489478; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)  
 7 ban.com/usa/electronics/RW4005%20UNISEX%20ray-  
 8 ban%20stories%20%7C%20meteor-olive/8056597557207.) On information and belief,  
 9 each customer enters into a contractual relationship with Luxottica Group, Luxottica of  
 10 America, and/or their retail partners that obligates each customer to perform certain  
 11 actions as a condition to use the Accused Products. (See [https://www.ray-](https://www.ray-ban.com/usa/c/terms-of-use)  
 12 ban.com/usa/c/terms-of-use; *see also* <https://www.ray-ban.com/usa/c/terms-of-sale>.)  
 13 Further, in order to receive the benefit of Luxottica Group's, Luxottica of America's  
 14 and/or their retail partners' continued technical support and their specialized knowledge  
 15 and guidance with respect to operation of the Accused Products, each customer must  
 16 continue to use the Accused Products in a way that infringes the '483 Patent. Further,  
 17 as the entity that ensures that the Accused Products remain operational for each  
 18 customer through ongoing technical support, on information and belief, Luxottica  
 19 Group, Luxottica of America, and/or their retail partners affirmatively aid and abet each  
 20 customer's use of the Accused Products in a manner that infringes the '483 Patent.

21 50. Luxottica Group and Luxottica of America also contribute to the  
 22 infringement of their retail partners, customers, and end-users of the Accused Products  
 23 by providing within the United States or importing into the United States the Accused  
 24 Products, the constituent parts of which are not staple articles or commodities of  
 25 commerce suitable for substantial non-infringing uses.

26 51. On information and belief, the infringing actions of each partner, customer,  
 27 and/or end-user of the Accused Products are attributable to Luxottica Group and  
 28 Luxottica of America. For example, on information and belief, Luxottica Group and

1 Luxottica of America direct and control the activities or actions of its retail partners in  
2 connection with the Accused Products by contractual agreement or otherwise requiring  
3 retail partners to provide information and instructions to customers who acquire the  
4 Accused Products which, when followed, results in infringement.

5 52. e-Vision has suffered and continues to suffer damages as a result of  
6 Defendants' infringement of the '483 Patent. Defendants are therefore liable to e-Vision  
7 under 35 U.S.C. § 284 for damages in an amount that adequately compensates e-Vision  
8 for Defendants' infringement, but no less than a reasonable royalty.

9 53. e-Vision will continue to suffer irreparable harm unless this Court  
10 preliminarily and permanently enjoins Defendants, their agents, employees,  
11 representatives, and all others acting in concert with Defendant from infringing the '483  
12 Patent. On information and belief, e-Vision has lost potential customers, business  
13 opportunities, and goodwill in the community. e-Vision will continue to suffer these  
14 harms absent an injunction.

15 54. Defendants' infringement of the '483 Patent is knowing and willful.  
16 Defendants acquired actual knowledge of the '483 Patent at least when e-Vision filed  
17 and served this lawsuit.

18 55. On information and belief, despite Defendants' knowledge of the Asserted  
19 Patents and e-Vision's patented technology, Defendants made and continue to make the  
20 deliberate decision to sell products and services that they knew infringe these patents.  
21 Defendants' continued infringement of the '483 Patent with knowledge of the '483  
22 Patent constitutes willful infringement.

## 23 **SECOND CAUSE OF ACTION**

### 24 **(Infringement of the '174 Patent)**

25 56. e-Vision realleges and incorporates by reference the allegations of the  
26 preceding paragraphs of this Complaint.

27 57. Luxottica Group and Luxottica of America have infringed and continue to  
28 infringe one or more claims of the '174 Patent in violation of 35 U.S.C. § 271 in this

1 judicial district and elsewhere in the United States and will continue to do so unless  
 2 enjoined by this Court. The Accused Products, including products that include features  
 3 such as the Ray-Ban Stories, at least when used for their ordinary and customary  
 4 purposes, practice each element of at least claim 1 of the '174 patent as demonstrated  
 5 below.

6 58. For example, claim 1 of the '174 patent recites:

7 A first device, comprising:

8 a lens housing adapted to support a first lens and a second lens;

9 a first temple movably coupled to the lens housing;

10 a second temple movably coupled to the lens housing;

11 an electronics module disposed at least partially within the first temple;

12 a first electrical conductor coupled to the first temple,

13 wherein a first conductive path is provided from the first temple to the lens

14 housing at least in part by the first electrical conductor; and

15 a second electrical conductor coupled to the first temple,

16 wherein a second conductive path is provided from the first temple to the  
 17 lens housing at least in part by the second electrical conductor;

18 wherein the first and second electrical conductors are configured to couple  
 19 the electronics module to the first temple to constrain the electronics module.

20 59. To the extent the preamble is limiting, the Accused Products include “a  
 21 first device.” For instance, For example, the Accused Products are “smart glasses”  
 22 having a frame that can be charged “on the go.” (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
 23 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
 24 [ban%20stories%20%7C%20wayfarer-black/8056597489478.](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478))

#### 25 ABOUT RAY-BAN STORIES | WAYFARER

26 From the rock revolution of the '60s, to the art scene of the '80s, to the forefront of hip-hop culture – Wayfarer has become  
 27 an enduring icon across endlessly shifting horizons. Now the journey continues with the latest in wearable tech. Ray-Ban  
 28 Stories Wayfarer integrates the best of your phone with the timeless frame, bringing you a new way to capture and share  
 your adventures<sup>®</sup>.

(See *id.*).

60. The Accused Products include “a lens housing adapted to support a first lens and a second lens.” For example, the Accused Products include two lenses supported by a lens housing. The lenses may be prescription lenses, (see <https://fcc.report/FCC-ID/2AYOA-4002/5271617.pdf> at 1), photochromic lenses, (see *id.* at 5), and/or may include filters of various types. (See *id.* at 6-7.). As another example, the lenses are “[a]vailable in Shiny Black, Shiny Olive, Shiny Brown and Shiny Blue, with a choice of sun and clear lenses featuring the latest innovations in lens technology: Clear with Blue Light filter, Brown Gradient, G-15 Green, Blue Polarised and Transitions®.” (See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>.)



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264925.pdf> at 1.)



(See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>).

61. The Accused Products include “*a first temple movably coupled to the lens housing*” and “*a second temple movably coupled to the lens housing*.” For example, the Accused Products include at least two 150 mm temples (the Wayfarer and Round models). (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)

[ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146); see also [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)

[ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478).) As another example, the Meteor models include two 155 mm temples. (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)

[ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207).) The temples may be moved in order to fold the Accused Products, allowing them to fit into a charging station and/or protective case, among other things. As another example, customers for the Accused Products are advised to “[t]ake care when folding the temples (earpieces or arms) in or out.” (See [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/173544/cce4b64454c7c4e31d3b9a01652b2972/1noinrw007-booklet-rw-ps-rb-web-mp-v2-data.pdf)

[ban.com/cms/resource/blob/173544/cce4b64454c7c4e31d3b9a01652b2972/1noinrw007-booklet-rw-ps-rb-web-mp-v2-data.pdf](https://media.ray-ban.com/cms/resource/blob/173544/cce4b64454c7c4e31d3b9a01652b2972/1noinrw007-booklet-rw-ps-rb-web-mp-v2-data.pdf) at 6; see also <https://fcc.report/FCC-ID/2AYOA-4002/5271617.pdf> at 3.)



(See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>)



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264925.pdf> at 1.)



(See *id.*)



GLASSES NEED TO CHARGE

(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>.)



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264925.pdf> at 4.).

62. The Accused Products include “an electronics module disposed at least partially within the first temple.” For example, the Accused Products include various electronics in at least one module within each temple as shown in the images below:



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264927.pdf> at 15.)



(See *id.* at 50.)



(See *id.* at 30.).

63. The Accused Products include “a first electrical conductor coupled to the first temple” and “a second electrical conductor coupled to the first temple.” For example, the Accused Products include a ribbon cable extending from each temple in their lens housings:



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264927.pdf> at 15.).

64. The Accused Products include “wherein a first conductive path is provided from the first temple to the lens housing at least in part by the first electrical conductor” and “wherein a second conductive path is provided from the first temple to the lens housing at least in part by the second electrical conductor.” For example, as shown above, the Accused Products include a ribbon cable extending from each temple in their lens housings.



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264927.pdf> at 15.)



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 16.)

65. As another example, the Accused Products include various electronic components disposed in a temple, and the ribbon cables are connected to the temples and the lens housing.



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22.).

66. The Accused Products include “*wherein the first and second electrical conductors are configured to couple the electronics module to the first temple to constrain the electronics module.*” For example, as shown above, the Accused Products include a ribbon cable extending from each temple in their lens housings.



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264927.pdf> at 15.)



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 16.)

67. As another example, the Accused Products include various electronic components disposed in a temple, and the ribbon cables are connected to the temples and the lens housing.



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22.)

1           68. The manner in which the ribbon cables connect with the electrical  
2 components constrains those electrical components within the temples. (See  
3 <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 16, 22.)



10 (See *id.* at 23.).

11           69. Each claim in the '174 Patent recites an independent invention. Neither  
12 claim 1, described above, nor any other individual claim is representative of all claims  
13 in the '174 Patent.

14           70. Luxottica Group and Luxottica of America have been aware of the '174  
15 Patent since October 25, 2023 when they received a letter identifying the patent and  
16 their infringement. At the very least, Luxottica Group and Luxottica of America have  
17 been aware of the '174 Patent and their infringement based on the Accused Products  
18 since at least the filing of the Complaint on October 26, 2023 and service of the original  
19 Complaint on October 31, 2023 (See Dkts. 1, 28-30).

20           71. Luxottica Group and Luxottica of America directly infringe at least claim  
21 1 of the '174 Patent, literally or under the doctrine of equivalents, by making, using,  
22 offering to sell, and selling the Accused Products within the United States, and  
23 importing the Accused Products into the United States during the term of the '174  
24 Patent. Luxottica Group and Luxottica of America sell and/or offer for sale the Accused  
25 Products through Luxottica Group's websites - [https://www.ray-ban.com/usa/ray-ban-](https://www.ray-ban.com/usa/ray-ban-meta-smart-glasses)  
26 [meta-smart-glasses](https://www.ray-ban.com/usa/ray-ban-meta-smart-glasses), which may be accessed by customers within this District.

27           72. On information and belief, Luxottica Group operates a website through  
28

1 which it markets and sells Ray-Ban Smart Glasses, including the Accused Products.  
2 The website, <http://Ray-Ban.com>, is registered to Luxottica Group. The website itself  
3 indicates that Luxottica Group maintains copyright ownership of the Accused Products  
4 and the website through which it sells the Accused Products. Through this website,  
5 Luxottica Group markets the Accused Products and allows customers to purchase  
6 Accused Products via the website. (See [https://www.ray-ban.com/usa/electronics/  
7 RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788).) Similarly,  
8 the website advises its customers that they “can buy Ray-Ban Meta smart glasses on  
9 Ray-Ban.com, at official Ray-Ban stores and from certified Ray-Ban dealers (online &  
10 in store). Currently they're available for purchase in the United States.” *Id.* Luxottica  
11 Group also provides the warranty for the Accused Products. (See [https://media.ray-  
12 ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-  
13 safetywarranty-data.pdf](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf)).

14 73. On information and belief, Luxottica Group, through its subsidiary  
15 Luxottica of America, sells and offers to sell the Accused Products by directing  
16 Luxottica of America to market and sell the Accused Products through Luxottica  
17 Group’s website. Luxottica of America also sells and offers to sell the Accused Products  
18 through retail stores owned and operated by Luxottica of America. (See, e.g.,  
19 [https://www.ray-ban.com/usa/electronics/RW4006ray-  
20 ban%20%7C%20meta%20wayfarer-black/8056597982788](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788).) (advising customers that  
21 they “can buy Ray-Ban Meta smart glasses on Ray-Ban.com, at official Ray-Ban stores  
22 and from certified Ray-Ban dealers (online & in store). Currently they're available for  
23 purchase in the United States.”)

24 74. On information and belief, Luxottica of America also maintains retail  
25 stores in this District where the Accused Products are available for purchase. For  
26 instance, on information and brief, Luxottica of America maintains at least five (5) Ray-  
27 Ban, Pearle Vision, and SunglassHut brand retail stores within a close proximity of the  
28 Southern Division Courthouse that market and sell Ray-Ban Smart Glasses, including

1 the Accused Products. One such Ray-Ban retail store is located in this District at 1087  
2 Newport Center Drive, Newport Beach, CA 92660. On information and belief,  
3 Luxottica Group and Luxottica of America market and sell the Accused Products at this  
4 location.

5 75. On information and belief, Luxottica of America cooperates with its parent  
6 Luxottica Group to market and sell the Accused Products through its use of Luxottica  
7 Group's ray-ban.com website. For instance, as stated the Terms of Use for the Accused  
8 Products (which is available on the ray-ban.com website owned, registered, and  
9 controlled by Luxottica Group), "[t]hese [Terms of Use] together with our Privacy  
10 Policy, terms of sale and returns and exchange policy ("Additional Policies") are a legal  
11 agreement ("Agreement") between you ("You", or "you") and Luxottica of America  
12 Inc., its parents, subsidiaries, affiliates, representatives, officers, and directors  
13 (collectively, "Luxottica", "us", "we", or "our"), as owner of Ray-Ban (the "Website"),  
14 and govern your use of the Website." (See [https://www.ray-ban.com/usa/c/terms-of-](https://www.ray-ban.com/usa/c/terms-of-use)  
15 [use](https://www.ray-ban.com/usa/c/terms-of-use); see also <https://www.ray-ban.com/usa/c/terms-of-sale>).

16 76. Luxottica's retail partners (including Ray-Ban, Pearle Vision,  
17 SunglassHut, LensCrafters, and independent vision and optometry stores), customers,  
18 and end users of the Accused Products and corresponding systems and services directly  
19 infringe at least claim 1 of the '174 Patent, literally or under the doctrine of equivalents,  
20 at least by using the Accused Products and corresponding systems and services, as  
21 described above.

22 77. Luxottica Group and Luxottica of America actively induced and are  
23 actively inducing infringement of at least claim 1 of the '174 Patent with specific intent  
24 to induce infringement, and/or willful blindness to the possibility that its acts induce  
25 infringement, since at least the filing and service of this lawsuit, in violation of 35  
26 U.S.C. § 271(b). For example, Luxottica Group and Luxottica of America encourage  
27 and induce customers to use the Accused Products in a manner that infringes claim 1 of  
28 the '174 Patent by at least offering and providing the Accused Products and

corresponding systems and services that infringe claim 1 when operated by the customer, and by activities relating to selling, marketing, advertising, promotion, installation, support, and distribution of its Accused Products and corresponding systems and services in the United States. (*See, e.g.*, <https://www.ray-ban.com/usa/ray-ban-stories>; <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>; <https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377>; <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories>; <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses>; <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>; <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>; <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>; <https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207>.)

78. Luxottica Group and Luxottica of America encourage, instruct, direct, and/or require third parties—including its retail partners and/or customers—to use the Accused Products and corresponding systems and services in infringing ways, as described above.

79. For example, on information and belief, Luxottica Group and Luxottica of America share instructions, guides, and manuals, which advertise and instruct third parties on how to use the Accused Products as described above, including at least customers and retail partners. (*See, e.g.*, <https://www.ray-ban.com/usa/ray-ban-stories>; <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>; <https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377>;

1 ban%20%7C%20meta%20wayfarer-black/8056597988377; <https://www.ray->  
 2 ban.com/usa/c/frequently-asked-questions-ray-ban-stories; <https://www.ray->  
 3 ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses;  
 4 <https://media.ray->  
 5 ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-  
 6 reference-guide-ps-rw-we-mp-v2-1--data.pdf; <https://www.ray->  
 7 ban.com/usa/electronics/RW4003%20UNISEX%20ray-  
 8 ban%20stories%20%7C%20round-blue/8056597557146; <https://www.ray->  
 9 ban.com/usa/electronics/RW4004%20UNISEX%20ray-  
 10 ban%20stories%20%7C%20wayfarer-black/8056597489478; <https://www.ray->  
 11 ban.com/usa/electronics/RW4005%20UNISEX%20ray-  
 12 ban%20stories%20%7C%20meteor-olive/8056597557207.) On further information  
 13 and belief, Luxottica Group and Luxottica of America also provide customer service or  
 14 technical support to purchasers of the Accused Products and corresponding systems and  
 15 services, which directs and encourages customers to perform certain actions as a  
 16 condition to use the Accused Products in an infringing manner.  
 17 80. Luxottica Group and Luxottica of America and/or their retail partners  
 18 recommend and sell the Accused Products and provide technical support for ongoing  
 19 operation of the Accused Products for each individual customer. (See, e.g.,  
 20 <https://www.ray-ban.com/usa/ray-ban-stories>; <https://www.ray-ban.com/usa/discover->  
 21 [ray-ban-meta-smart-glasses/clp](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp); <https://www.ray->  
 22 [ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-)  
 23 [black/8056597988377](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377); <https://www.ray-ban.com/usa/c/frequently-asked-questions->  
 24 [ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-); <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban->  
 25 [meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses); <https://media.ray->  
 26 [ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-](https://www.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-)  
 27 [reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://www.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf); <https://www.ray->  
 28 [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-)

1 ban%20stories%20%7C%20round-blue/8056597557146; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478;)  
2 ban.com/usa/electronics/RW4004%20UNISEX%20ray-  
3 ban%20stories%20%7C%20wayfarer-black/8056597489478; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)  
4 ban.com/usa/electronics/RW4005%20UNISEX%20ray-  
5 ban%20stories%20%7C%20meteor-olive/8056597557207.) On information and belief,  
6 each customer enters into a contractual relationship with Luxottica Group, Luxottica of  
7 America, and/or their retail partners that obligates each customer to perform certain  
8 actions as a condition to use the Accused Products. (See [https://www.ray-](https://www.ray-ban.com/usa/c/terms-of-use)  
9 ban.com/usa/c/terms-of-use; *see also* <https://www.ray-ban.com/usa/c/terms-of-sale>.)  
10 Further, in order to receive the benefit of Luxottica Group's, Luxottica of America's  
11 and/or their retail partners' continued technical support and their specialized knowledge  
12 and guidance with respect to operation of the Accused Products, each customer must  
13 continue to use the Accused Products in a way that infringes the '174 Patent. Further,  
14 as the entity that ensures that the Accused Products remain operational for each  
15 customer through ongoing technical support, on information and belief, Luxottica  
16 Group, Luxottica of America, and/or their retail partners affirmatively aid and abet each  
17 customer's use of the Accused Products in a manner that infringes the '174 Patent.

18 81. Luxottica Group and Luxottica of America also contribute to the  
19 infringement of their retail partners, customers, and end-users of the Accused Products  
20 by providing within the United States or importing into the United States the Accused  
21 Products, the constituent parts of which are not staple articles or commodities of  
22 commerce suitable for substantial non-infringing uses.

23 82. On information and belief, the infringing actions of each partner, customer,  
24 and/or end-user of the Accused Products are attributable to Luxottica Group and  
25 Luxottica of America. For example, on information and belief, Luxottica Group and  
26 Luxottica of America direct and control the activities or actions of its retail partners in  
27 connection with the Accused Products by contractual agreement or otherwise requiring  
28 retail partners to provide information and instructions to customers who acquire the

1 Accused Products which, when followed, results in infringement.

2 83. e-Vision has suffered and continues to suffer damages as a result of  
3 Defendants' infringement of the '174 Patent. Defendants are therefore liable to e-Vision  
4 under 35 U.S.C. § 284 for damages in an amount that adequately compensates e-Vision  
5 for Defendants' infringement, but no less than a reasonable royalty.

6 84. e-Vision will continue to suffer irreparable harm unless this Court  
7 preliminarily and permanently enjoins Defendants, their agents, employees,  
8 representatives, and all others acting in concert with Defendant from infringing the '174  
9 Patent. On information and belief, e-Vision has lost potential customers, business  
10 opportunities, and goodwill in the community. e-Vision will continue to suffer these  
11 harms absent an injunction.

12 85. Defendants' infringement of the '174 Patent is knowing and willful.  
13 Defendants acquired actual knowledge of the '174 Patent at least when e-Vision filed  
14 and served this lawsuit.

15 86. On information and belief, despite Defendants' knowledge of the Asserted  
16 Patents and e-Vision's patented technology, Defendants made the deliberate decision to  
17 sell products and services that they knew infringe these patents. Defendants' continued  
18 infringement of the '174 Patent with knowledge of the '174 Patent constitutes willful  
19 infringement.

### 20 **THIRD CAUSE OF ACTION**

#### 21 **(Infringement of the '541 Patent)**

22 87. e-Vision realleges and incorporates by reference the allegations of the  
23 preceding paragraphs of this Complaint.

24 88. Luxottica has infringed and continues to infringe one or more claims of the  
25 '541 Patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the  
26 United States and will continue to do so unless enjoined by this Court. The Accused  
27 Products, including products that include features such as the Ray-Ban Stories, at least  
28 when used for their ordinary and customary purposes, practice each element of at least

claim 1 of the '541 Patent as demonstrated below.

89. For example, claim 1 of the '541 Patent recites:

A first device, comprising:

a frame comprising a first temple and a second temple, wherein the frame comprises a housing module coupled to a structural member;

a first lens and a second lens coupled to the frame; and

an electronics module, wherein the electronics module is located within the housing module;

wherein the electronics module comprises at least any two of: a power source; a controller; and a sensing mechanism; and

wherein an insulating layer is disposed between one or more electronic components located within the electronics module and the frame of the first device.

90. To the extent the preamble is limiting, the Accused Products include “a *first device*.” For instance, the Accused Products are “smart glasses” having a frame that can be charged “on the go.” (See <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.)

ABOUT RAY-BAN STORIES | WAYFARER

From the rock revolution of the '60s, to the art scene of the '80s, to the forefront of hip-hop culture - Wayfarer has become an enduring icon across endlessly shifting horizons. Now the journey continues with the latest in wearable tech. **Ray-Ban Stories** Wayfarer integrates the best of your phone with the timeless frame, bringing you a new way to capture and share your adventures<sup>(1)</sup>.

(See *id.*).

91. The Accused Products include “a frame comprising a first temple and a second temple, wherein the frame comprises a housing module coupled to a structural member.” For example, as stated above, the Accused Products are “smart glasses” having a frame that can be charged “on the go.” (See <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray->

ban%20stories%20%7C%20wayfarer-black/8056597489478.) The Accused Products include at least two 150 mm temples (the Wayfarer and Round models). (See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>; see also <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.) As another example, the Meteor models include two 155 mm temples. (See <https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207>.)

92. The Accused Products include “a first lens and a second lens coupled to the frame.” For example, the Accused Products include two lenses supported by a lens housing. The lenses may be prescription lenses, (see <https://fcc.report/FCC-ID/2AYOA-4002/5271617.pdf> at 1), photochromic lenses, (see *id.* at 5), and/or may include filters of various types. (See *id.* at 6-7.). As another example, the lenses are “[a]vailable in Shiny Black, Shiny Olive, Shiny Brown and Shiny Blue, with a choice of sun and clear lenses featuring the latest innovations in lens technology: Clear with Blue Light filter, Brown Gradient, G-15 Green, Blue Polarised and Transitions®.” (See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>.)



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264925.pdf> at 1.)



(See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>).

93. The Accused Products include “an electronics module, wherein the electronics module is located within the housing module” and “wherein the electronics module comprises at least any two of: a power source; a controller; and a sensing mechanism.” For example, the Accused Products include a printed circuit board within the right temple.

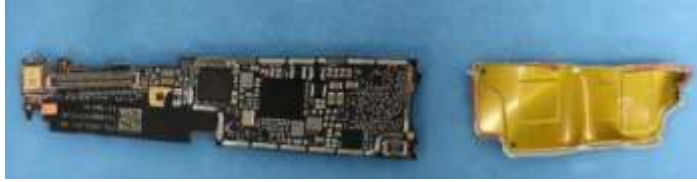


(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 23.)

94. The printed circuit board includes a processor and a touch sensor, as shown in the images below:



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 26.)



(See *id.* at 33.)



(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>).

95. The Accused Products include “wherein an insulating layer is disposed between one or more electronic components located within the electronics module and the frame of the first device.” For example, a blue foam is disposed between a memory chip and another component in the printed circuit board assembly, and between the assembly and the frame, as shown in the image below:



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 26.)



(See *id.* at 24.)



(See *id.* at 23.).

96. Each claim in the '541 Patent recites an independent invention. Neither claim 1, described above, nor any other individual claim is representative of all claims in the '541 Patent.

97. Luxottica Group and Luxottica of America have been aware of the '541 Patent since October 25, 2023 when they received a letter identifying the patent and their infringement. At the very least, Luxottica Group and Luxottica of America have been aware of the '541 Patent and their infringement based on the Accused Products since at least the filing of the Complaint on October 26, 2023 and service of the original Complaint on October 31, 2023 (*See* Dkts. 1, 28-30).

98. Luxottica Group and Luxottica of America directly infringe at least claim 1 of the '541 Patent, literally or under the doctrine of equivalents, by making, using, offering to sell, and selling the Accused Products within the United States, and

1 importing the Accused Products into the United States during the term of the '541  
2 Patent. Luxottica Group and Luxottica of America sell and/or offer for sale the Accused  
3 Products through Luxottica Group's websites - [https://www.ray-ban.com/usa/ray-ban-](https://www.ray-ban.com/usa/ray-ban-meta-smart-glasses)  
4 [meta-smart-glasses](https://www.ray-ban.com/usa/ray-ban-meta-smart-glasses), which may be accessed by customers within this District.

5 99. On information and belief, Luxottica Group operates a website through  
6 which it markets and sells Ray-Ban Smart Glasses, including the Accused Products.  
7 The website, <http://Ray-Ban.com>, is registered to Luxottica Group. The website itself  
8 indicates that Luxottica Group maintains copyright ownership of the Accused Products  
9 and the website through which it sells the Accused Products. Through this website,  
10 Luxottica Group markets the Accused Products and allows customers to purchase  
11 Accused Products via the website. (See [https://www.ray-ban.com/usa/electronics/](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788)  
12 [RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788).) Similarly,  
13 the website advises its customers that they "can buy Ray-Ban Meta smart glasses on  
14 Ray-Ban.com, at official Ray-Ban stores and from certified Ray-Ban dealers (online &  
15 in store). Currently they're available for purchase in the United States." *Id.* Luxottica  
16 Group also provides the warranty for the Accused Products. (See [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf)  
17 [ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf)  
18 [safetywarranty-data.pdf](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf).)

19 100. On information and belief, Luxottica Group, through its subsidiary  
20 Luxottica of America, sells and offers to sell the Accused Products by directing  
21 Luxottica of America to market and sell the Accused Products through Luxottica  
22 Group's website. Luxottica of America also sells and offers to sell the Accused Products  
23 through retail stores owned and operated by Luxottica of America. (See, e.g.,  
24 [https://www.ray-ban.com/usa/electronics/RW4006ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788)  
25 [ban%20%7C%20meta%20wayfarer-black/8056597982788](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788).) (advising customers that  
26 they "can buy Ray-Ban Meta smart glasses on Ray-Ban.com, at official Ray-Ban stores  
27 and from certified Ray-Ban dealers (online & in store). Currently they're available for  
28 purchase in the United States.")

1           101. On information and belief, Luxottica of America also maintains retail  
2 stores in this District where the Accused Products are available for purchase. For  
3 instance, on information and brief, Luxottica of America maintains at least five (5) Ray-  
4 Ban, Pearle Vision, and SunglassHut brand retail stores within a close proximity of the  
5 Southern Division Courthouse that market and sell Ray-Ban Smart Glasses, including  
6 the Accused Products. One such Ray-Ban retail store is located in this District at 1087  
7 Newport Center Drive, Newport Beach, CA 92660. On information and belief,  
8 Luxottica Group and Luxottica of America market and sell the Accused Products at this  
9 location.

10           102. On information and belief, Luxottica of America cooperates with its parent  
11 Luxottica Group to market and sell the Accused Products through its use of Luxottica  
12 Group's ray-ban.com website. For instance, as stated the Terms of Use for the Accused  
13 Products (which is available on the ray-ban.com website owned, registered, and  
14 controlled by Luxottica Group), "[t]hese [Terms of Use] together with our Privacy  
15 Policy, terms of sale and returns and exchange policy ("Additional Policies") are a legal  
16 agreement ("Agreement") between you ("You", or "you") and Luxottica of America  
17 Inc., its parents, subsidiaries, affiliates, representatives, officers, and directors  
18 (collectively, "Luxottica", "us", "we", or "our"), as owner of Ray-Ban (the "Website"),  
19 and govern your use of the Website." (See [https://www.ray-ban.com/usa/c/terms-of-](https://www.ray-ban.com/usa/c/terms-of-use)  
20 [use](https://www.ray-ban.com/usa/c/terms-of-sale); see also <https://www.ray-ban.com/usa/c/terms-of-sale>.).

21           103. Luxottica's retail partners (including Ray-Ban, Pearle Vision,  
22 SunglassHut, LensCrafters, and independent vision and optometry stores), customers,  
23 and end users of the Accused Products and corresponding systems and services directly  
24 infringe at least claim 1 of the '541 Patent, literally or under the doctrine of equivalents,  
25 at least by using the Accused Products and corresponding systems and services, as  
26 described above.

27           104. Luxottica Group and Luxottica of America actively induced and are  
28 actively inducing infringement of at least claim 1 of the '541 Patent with specific intent

1 to induce infringement, and/or willful blindness to the possibility that its acts induce  
 2 infringement, since at least the filing and service of this lawsuit, in violation of 35  
 3 U.S.C. § 271(b). For example, Luxottica Group and Luxottica of America encourage  
 4 and induce customers to use the Accused Products in a manner that infringes claim 1 of  
 5 the '541 Patent by at least offering and providing the Accused Products and  
 6 corresponding systems and services that infringe claim 1 when operated by the  
 7 customer, and by activities relating to selling, marketing, advertising, promotion,  
 8 installation, support, and distribution of its Accused Products and corresponding  
 9 systems and services in the United States. (*See, e.g.*, [https://www.ray-ban.com/usa/ray-](https://www.ray-ban.com/usa/ray-ban-stories)  
 10 [ban-stories](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp); <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>;  
 11 [https://www.ray-ban.com/usa/electronics/RW4006ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)  
 12 [ban%20%7C%20meta%20wayfarer-black/8056597988377](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377); [https://www.ray-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)  
 13 [ban.com/usa/c/frequently-asked-questions-ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories); [https://www.ray-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses)  
 14 [ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses);  
 15 [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)  
 16 [ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)  
 17 [reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)  
 18 [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)  
 19 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
 20 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
 21 [ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)  
 22 [ban.com/usa/electronics/RW4005%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)  
 23 [ban%20stories%20%7C%20meteor-olive/8056597557207](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207).)

24 105. Luxottica Group and Luxottica of America encourage, instruct, direct,  
 25 and/or require third parties—including its retail partners and/or customers—to use the  
 26 Accused Products and corresponding systems and services in infringing ways, as  
 27 described above.

28 106. For example, on information and belief, Luxottica Group and Luxottica of

1 America share instructions, guides, and manuals, which advertise and instruct third  
 2 parties on how to use the Accused Products as described above, including at least  
 3 customers and retail partners. (See, e.g., <https://www.ray-ban.com/usa/ray-ban-stories>;  
 4 <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>;  
 5 [https://www.ray-ban.com/usa/electronics/RW4006ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)  
 6 [ban%20%7C%20meta%20wayfarer-black/8056597988377](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377); [https://www.ray-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)  
 7 [ban.com/usa/c/frequently-asked-questions-ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories); [https://www.ray-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses)  
 8 [ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses);  
 9 [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)  
 10 [ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)  
 11 [reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)  
 12 [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)  
 13 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
 14 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
 15 [ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)  
 16 [ban.com/usa/electronics/RW4005%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)  
 17 [ban%20stories%20%7C%20meteor-olive/8056597557207](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207).) On further information  
 18 and belief, Luxottica Group and Luxottica of America also provide customer service or  
 19 technical support to purchasers of the Accused Products and corresponding systems and  
 20 services, which directs and encourages customers to perform certain actions as a  
 21 condition to use the Accused Products in an infringing manner.

22 107. Luxottica Group and Luxottica of America and/or their retail partners  
 23 recommend and sell the Accused Products and provide technical support for ongoing  
 24 operation of the Accused Products for each individual customer. (See, e.g.,  
 25 <https://www.ray-ban.com/usa/ray-ban-stories>; [https://www.ray-ban.com/usa/discover-](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)  
 26 [ray-ban-meta-smart-glasses/clp](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)  
 27 [ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)  
 28 [black/8056597988377](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377); [https://www.ray-ban.com/usa/c/frequently-asked-questions-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)

1 ray-ban-stories; <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban->  
2 meta-smart-glasses; [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-)  
3 ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-  
4 reference-guide-ps-rw-we-mp-v2-1--data.pdf; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146;)  
5 ban.com/usa/electronics/RW4003%20UNISEX%20ray-  
6 ban%20stories%20%7C%20round-blue/8056597557146; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478;)  
7 ban.com/usa/electronics/RW4004%20UNISEX%20ray-  
8 ban%20stories%20%7C%20wayfarer-black/8056597489478; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)  
9 ban.com/usa/electronics/RW4005%20UNISEX%20ray-

10 ban%20stories%20%7C%20meteor-olive/8056597557207.) On information and belief,  
11 each customer enters into a contractual relationship with Luxottica Group, Luxottica of  
12 America, and/or their retail partners that obligates each customer to perform certain  
13 actions as a condition to use the Accused Products. (See [https://www.ray-](https://www.ray-ban.com/usa/c/terms-of-use)  
14 ban.com/usa/c/terms-of-use; *see also* <https://www.ray-ban.com/usa/c/terms-of-sale>.)  
15 Further, in order to receive the benefit of Luxottica Group's, Luxottica of America's  
16 and/or their retail partners' continued technical support and their specialized knowledge  
17 and guidance with respect to operation of the Accused Products, each customer must  
18 continue to use the Accused Products in a way that infringes the '541 Patent. Further,  
19 as the entity that ensures that the Accused Products remain operational for each  
20 customer through ongoing technical support, on information and belief, Luxottica  
21 Group, Luxottica of America, and/or their retail partners affirmatively aid and abet each  
22 customer's use of the Accused Products in a manner that infringes the '541 Patent.

23 108. Luxottica Group and Luxottica of America also contribute to the  
24 infringement of their retail partners, customers, and end-users of the Accused Products  
25 by providing within the United States or importing into the United States the Accused  
26 Products, the constituent parts of which are not staple articles or commodities of  
27 commerce suitable for substantial non-infringing uses.

28 109. On information and belief, the infringing actions of each partner, customer,

1 and/or end-user of the Accused Products are attributable to Luxottica Group and  
2 Luxottica of America. For example, on information and belief, Luxottica Group and  
3 Luxottica of America direct and control the activities or actions of its retail partners in  
4 connection with the Accused Products by contractual agreement or otherwise requiring  
5 retail partners to provide information and instructions to customers who acquire the  
6 Accused Products which, when followed, results in infringement.

7 110. e-Vision has suffered and continues to suffer damages as a result of  
8 Defendants' infringement of the '541 Patent. Defendants are therefore liable to e-Vision  
9 under 35 U.S.C. § 284 for damages in an amount that adequately compensates e-Vision  
10 for Defendants' infringement, but no less than a reasonable royalty.

11 111. e-Vision will continue to suffer irreparable harm unless this Court  
12 preliminarily and permanently enjoins Defendants, their agents, employees,  
13 representatives, and all others acting in concert with Defendant from infringing the '541  
14 Patent. On information and belief, e-Vision has lost potential customers, business  
15 opportunities, and goodwill in the community. e-Vision will continue to suffer these  
16 harms absent an injunction.

17 112. Defendants' infringement of the '541 Patent is knowing and willful.  
18 Defendants acquired actual knowledge of the '541 Patent at least when e-Vision filed  
19 and served this lawsuit.

20 113. On information and belief, despite Defendants' knowledge of the Asserted  
21 Patents and e-Vision's patented technology, Defendants made the deliberate decision to  
22 sell products and services that they knew infringe these patents. Defendants' continued  
23 infringement of the '541 Patent with knowledge of the '541 Patent constitutes willful  
24 infringement.

#### 25 **FOURTH CAUSE OF ACTION**

#### 26 **(Infringement of the '960 Patent)**

27 114. e-Vision realleges and incorporates by reference the allegations of the  
28 preceding paragraphs of this Complaint.

115. Luxottica has infringed and continues to infringe one or more claims of the '960 Patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States and will continue to do so unless enjoined by this Court. The Accused Products, including products that include features such as the Ray-Ban Stories, at least when used for their ordinary and customary purposes, practice each element of at least claim 1 of the '960 Patent as demonstrated below.

116. For example, claim 1 of the '960 Patent recites:

Eyewear comprising:

an eyewear frame having a first temple and a second temple;

a speaker supported by the eyewear frame;

an application module mechanically coupled to the eyewear frame and operably coupled to the speaker, the application module comprising:

a microphone and a wireless chip to receive a verbal query from a wearer of the eyewear, wirelessly transmit the verbal query to an external device, receive a response to the verbal query, and provide the response to the wearer via the speaker.

117. To the extent the preamble is limiting, the Accused Products include “eyewear.” For instance, For example, the Accused Products are “smart glasses” having a frame that can be charged “on the go.” (See <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.)

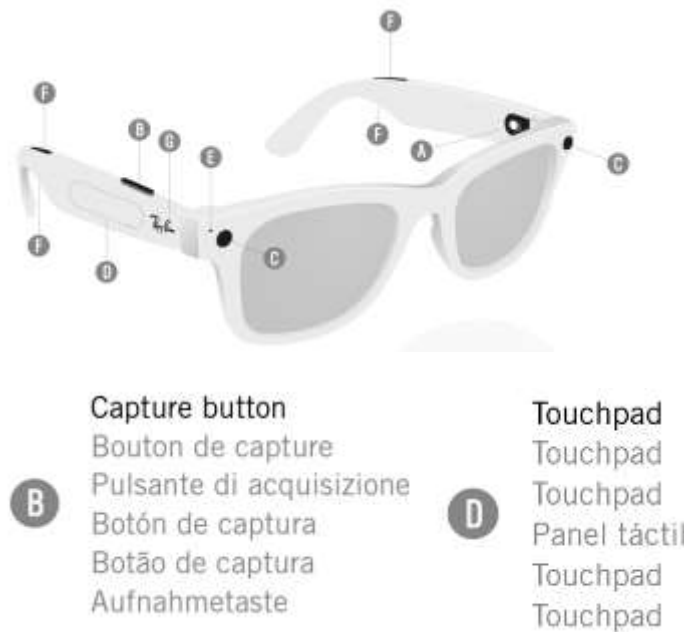


(See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>.)



(See *id.*).

118. The Accused Products include “*an eyewear frame having a first temple and a second temple.*” For example, as stated above, the Accused Products are “smart glasses” having a frame that can be charged “on the go.” (See <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.) The Accused Products include at least two 150 mm temples (the Wayfarer and Round models). (See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>; see also <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.) As another example, the Meteor models include two 155 mm temples. (See <https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207>.)



(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>).

119. The Accused Products include “a speaker supported by the eyewear frame.” The Accused Products include speakers as shown in the image below:



(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf> (reference letter F)).

120. The Accused Products include “an application module mechanically coupled to the eyewear frame and operably coupled to the speaker.” For instance, FCC Internal Photos shows an electronics assembly including a circuit board with a processor

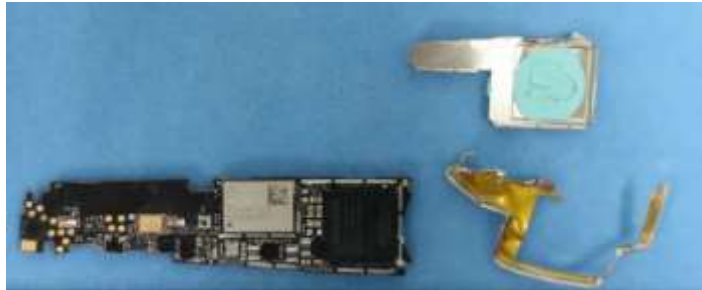
1 and a touch sensor disposed in a cavity in the right temple and connected to the speaker,  
 2 which is also in the same cavity:



8 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22.)



15 (See *id.* at 23.)



20 (See *id.* at 26.)



25 (See *id.* at 33.).

26 121. The Accused Products include an “*application module comprising[] a*  
 27 *microphone and a wireless chip to receive a verbal query from a wearer of the eyewear,*  
 28 *wirelessly transmit the verbal query to an external device, receive a response to the*

1 *verbal query, and provide the response to the wearer via the speaker.*” For example,  
 2 the Accused Products include a microphone in the electronics assembly:



11 (See [https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)  
 12 [8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf) (reference  
 13 letter G).)

14 122. As another example, FCC Internal Photos show an antenna and a Type  
 15 1LV Wi-Fi+Bluetooth module connected to the antenna:



21 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 25; see also  
 22 [https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)  
 23 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146) (showing Wifi 802.11ac and  
 24 Bluetooth 5.0 connectivity).)

25 123. The Accused Products include a Facebook Assistant, which allows users  
 26 to provide verbal commands and queries to the Accused Products and receive responses  
 27 to those commands and queries. For instance, customers for the Accused Products are  
 28 advised to “[j]ust say, ‘Hey Facebook’ to tell your glasses to take a photo, record a

video, play and pause music, send a message, or make a call.” (See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>.) This may be implemented using microphones included in the Accused Products.



(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf> (reference letter G).).

124. Each claim in the '960 Patent recites an independent invention. Neither claim 1, described above, nor any other individual claim is representative of all claims in the '960 Patent.

125. Luxottica Group and Luxottica of America have been aware of the '960 Patent since October 25, 2023 when they received a letter identifying the patent and their infringement. At the very least, Luxottica Group and Luxottica of America have been aware of the '960 Patent and their infringement based on the Accused Products since at least the filing of the Complaint on October 26, 2023 and service of the original Complaint on October 31, 2023 (See Dkts. 1, 28-30).

126. Luxottica Group and Luxottica of America directly infringe at least claim 1 of the '960 Patent, literally or under the doctrine of equivalents, by making, using, offering to sell, and selling the Accused Products within the United States, and importing the Accused Products into the United States during the term of the '960 Patent. Luxottica Group and Luxottica of America sell and/or offer for sale the Accused

1 Products through Luxottica Group's websites - [https://www.ray-ban.com/usa/ray-ban-](https://www.ray-ban.com/usa/ray-ban-meta-smart-glasses)  
2 meta-smart-glasses, which may be accessed by customers within this District.

3 127. On information and belief, Luxottica Group operates a website through  
4 which it markets and sells Ray-Ban Smart Glasses, including the Accused Products.  
5 The website, <http://Ray-Ban.com>, is registered to Luxottica Group. The website itself  
6 indicates that Luxottica Group maintains copyright ownership of the Accused Products  
7 and the website through which it sells the Accused Products. Through this website,  
8 Luxottica Group markets the Accused Products and allows customers to purchase  
9 Accused Products via the website. (See [https://www.ray-ban.com/usa/electronics/](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788)  
10 [RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788).) Similarly,  
11 the website advises its customers that they "can buy Ray-Ban Meta smart glasses on  
12 Ray-Ban.com, at official Ray-Ban stores and from certified Ray-Ban dealers (online &  
13 in store). Currently they're available for purchase in the United States." *Id.* Luxottica  
14 Group also provides the warranty for the Accused Products. (See [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf)  
15 [ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf)  
16 [safetywarranty-data.pdf](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf).)

17 128. On information and belief, Luxottica Group, through its subsidiary  
18 Luxottica of America, sells and offers to sell the Accused Products by directing  
19 Luxottica of America to market and sell the Accused Products through Luxottica  
20 Group's website. Luxottica of America also sells and offers to sell the Accused Products  
21 through retail stores owned and operated by Luxottica of America. (See, e.g.,  
22 [https://www.ray-ban.com/usa/electronics/RW4006ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788)  
23 [ban%20%7C%20meta%20wayfarer-black/8056597982788](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788).) (advising customers that  
24 they "can buy Ray-Ban Meta smart glasses on Ray-Ban.com, at official Ray-Ban stores  
25 and from certified Ray-Ban dealers (online & in store). Currently they're available for  
26 purchase in the United States.")

27 129. On information and belief, Luxottica of America also maintains retail  
28 stores in this District where the Accused Products are available for purchase. For

1 instance, on information and brief, Luxottica of America maintains at least five (5) Ray-  
2 Ban, Pearle Vision, and SunglassHut brand retail stores within a close proximity of the  
3 Southern Division Courthouse that market and sell Ray-Ban Smart Glasses, including  
4 the Accused Products. One such Ray-Ban retail store is located in this District at 1087  
5 Newport Center Drive, Newport Beach, CA 92660. On information and belief,  
6 Luxottica Group and Luxottica of America market and sell the Accused Products at this  
7 location.

8 130. On information and belief, Luxottica of America cooperates with its parent  
9 Luxottica Group to market and sell the Accused Products through its use of Luxottica  
10 Group's ray-ban.com website. For instance, as stated the Terms of Use for the Accused  
11 Products (which is available on the ray-ban.com website owned, registered, and  
12 controlled by Luxottica Group), "[t]hese [Terms of Use] together with our Privacy  
13 Policy, terms of sale and returns and exchange policy ("Additional Policies") are a legal  
14 agreement ("Agreement") between you ("You", or "you") and Luxottica of America  
15 Inc., its parents, subsidiaries, affiliates, representatives, officers, and directors  
16 (collectively, "Luxottica", "us", "we", or "our"), as owner of Ray-Ban (the "Website"),  
17 and govern your use of the Website." (See [https://www.ray-ban.com/usa/c/terms-of-](https://www.ray-ban.com/usa/c/terms-of-use)  
18 [use](https://www.ray-ban.com/usa/c/terms-of-use); see also <https://www.ray-ban.com/usa/c/terms-of-sale>.).

19 131. Luxottica's retail partners (including Ray-Ban, Pearle Vision,  
20 SunglassHut, LensCrafters, and independent vision and optometry stores), customers,  
21 and end users of the Accused Products and corresponding systems and services directly  
22 infringe at least claim 1 of the '960 Patent, literally or under the doctrine of equivalents,  
23 at least by using the Accused Products and corresponding systems and services, as  
24 described above.

25 132. Luxottica Group and Luxottica of America actively induced and are  
26 actively inducing infringement of at least claim 1 of the '960 Patent with specific intent  
27 to induce infringement, and/or willful blindness to the possibility that its acts induce  
28 infringement, since at least the filing and service of this lawsuit, in violation of 35

U.S.C. § 271(b). For example, Luxottica Group and Luxottica of America encourage and induce customers to use the Accused Products in a manner that infringes claim 1 of the '960 Patent by at least offering and providing the Accused Products and corresponding systems and services that infringe claim 1 when operated by the customer, and by activities relating to selling, marketing, advertising, promotion, installation, support, and distribution of its Accused Products and corresponding systems and services in the United States. (*See, e.g.*, <https://www.ray-ban.com/usa/ray-ban-stories>; <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>; <https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377>; <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories>; <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses>; <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>; <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>; <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>; <https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207>.)

133. Luxottica Group and Luxottica of America encourage, instruct, direct, and/or require third parties—including its retail partners and/or customers—to use the Accused Products and corresponding systems and services in infringing ways, as described above.

134. For example, on information and belief, Luxottica Group and Luxottica of America share instructions, guides, and manuals, which advertise and instruct third parties on how to use the Accused Products as described above, including at least

1 customers and retail partners. (See, e.g., <https://www.ray-ban.com/usa/ray-ban-stories>;  
2 <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>;  
3 [https://www.ray-ban.com/usa/electronics/RW4006ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)  
4 [ban%20%7C%20meta%20wayfarer-black/8056597988377](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377); [https://www.ray-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)  
5 [ban.com/usa/c/frequently-asked-questions-ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories); [https://www.ray-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses)  
6 [ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses);  
7 [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)  
8 [ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)  
9 [reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)  
10 [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)  
11 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
12 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
13 [ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)  
14 [ban.com/usa/electronics/RW4005%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)  
15 [ban%20stories%20%7C%20meteor-olive/8056597557207](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207).) On further information  
16 and belief, Luxottica Group and Luxottica of America also provide customer service or  
17 technical support to purchasers of the Accused Products and corresponding systems and  
18 services, which directs and encourages customers to perform certain actions as a  
19 condition to use the Accused Products in an infringing manner.

20 135. Luxottica Group and Luxottica of America and/or their retail partners  
21 recommend and sell the Accused Products and provide technical support for ongoing  
22 operation of the Accused Products for each individual customer. (See, e.g.,  
23 <https://www.ray-ban.com/usa/ray-ban-stories>; [https://www.ray-ban.com/usa/discover-](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp)  
24 [ray-ban-meta-smart-glasses/clp](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)  
25 [ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)  
26 [black/8056597988377](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377); [https://www.ray-ban.com/usa/c/frequently-asked-questions-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)  
27 [ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories); [https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses)  
28 [meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses); [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)

1 ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-  
 2 reference-guide-ps-rw-we-mp-v2-1--data.pdf; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)  
 3 ban.com/usa/electronics/RW4003%20UNISEX%20ray-  
 4 ban%20stories%20%7C%20round-blue/8056597557146; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
 5 ban.com/usa/electronics/RW4004%20UNISEX%20ray-  
 6 ban%20stories%20%7C%20wayfarer-black/8056597489478; [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)  
 7 ban.com/usa/electronics/RW4005%20UNISEX%20ray-  
 8 ban%20stories%20%7C%20meteor-olive/8056597557207.) On information and belief,  
 9 each customer enters into a contractual relationship with Luxottica Group, Luxottica of  
 10 America, and/or their retail partners that obligates each customer to perform certain  
 11 actions as a condition to use the Accused Products. (See [https://www.ray-](https://www.ray-ban.com/usa/c/terms-of-use)  
 12 ban.com/usa/c/terms-of-use; *see also* <https://www.ray-ban.com/usa/c/terms-of-sale>.)  
 13 Further, in order to receive the benefit of Luxottica Group's, Luxottica of America's  
 14 and/or their retail partners' continued technical support and their specialized knowledge  
 15 and guidance with respect to operation of the Accused Products, each customer must  
 16 continue to use the Accused Products in a way that infringes the '960 Patent. Further,  
 17 as the entity that ensures that the Accused Products remain operational for each  
 18 customer through ongoing technical support, on information and belief, Luxottica  
 19 Group, Luxottica of America, and/or their retail partners affirmatively aid and abet each  
 20 customer's use of the Accused Products in a manner that infringes the '960 Patent.

21 136. Luxottica Group and Luxottica of America also contribute to the  
 22 infringement of their retail partners, customers, and end-users of the Accused Products  
 23 by providing within the United States or importing into the United States the Accused  
 24 Products, the constituent parts of which are not staple articles or commodities of  
 25 commerce suitable for substantial non-infringing uses.

26 137. On information and belief, the infringing actions of each partner, customer,  
 27 and/or end-user of the Accused Products are attributable to Luxottica Group and  
 28 Luxottica of America. For example, on information and belief, Luxottica Group and

1 Luxottica of America direct and control the activities or actions of its retail partners in  
2 connection with the Accused Products by contractual agreement or otherwise requiring  
3 retail partners to provide information and instructions to customers who acquire the  
4 Accused Products which, when followed, results in infringement.

5 138. e-Vision has suffered and continues to suffer damages as a result of  
6 Defendants' infringement of the '960 Patent. Defendants are therefore liable to e-Vision  
7 under 35 U.S.C. § 284 for damages in an amount that adequately compensates e-Vision  
8 for Defendants' infringement, but no less than a reasonable royalty.

9 139. e-Vision will continue to suffer irreparable harm unless this Court  
10 preliminarily and permanently enjoins Defendants, their agents, employees,  
11 representatives, and all others acting in concert with Defendant from infringing the '960  
12 Patent. On information and belief, e-Vision has lost potential customers, business  
13 opportunities, and goodwill in the community. e-Vision will continue to suffer these  
14 harms absent an injunction.

15 140. Defendants' infringement of the '960 Patent is knowing and willful.  
16 Defendants acquired actual knowledge of the '960 Patent at least when e-Vision filed  
17 and served this lawsuit.

18 141. On information and belief, despite Defendants' knowledge of the Asserted  
19 Patents and e-Vision's patented technology, Defendants made the deliberate decision to  
20 sell products and services that they knew infringe these patents. Defendants' continued  
21 infringement of the '960 Patent with knowledge of the '960 Patent constitutes willful  
22 infringement.

### 23 **FIFTH CAUSE OF ACTION**

#### 24 **(Infringement of the '355 Patent)**

25 142. e-Vision realleges and incorporates by reference the allegations of the  
26 preceding paragraphs of this Complaint.

27 143. Luxottica has infringed and continues to infringe one or more claims of the  
28 '355 Patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the

1 United States and will continue to do so unless enjoined by this Court. The Accused  
2 Products, including products that include features such as the Ray-Ban Stories, at least  
3 when used for their ordinary and customary purposes, practice each element of at least  
4 claim 1 of the '355 Patent as demonstrated below.

5 144. For example, claim 1 of the '355 Patent recites:

6 An eyewear system comprising:

7 an eyewear frame;

8 an electronics assembly comprising electronic components configured to  
9 control an electrical functional member;

10 a capacitive touch switch coupled to at least one electronic component in  
11 the electronics assembly;

12 at least one electrical connective element electrically connected to the  
13 electronic assembly and the electrical functional member; and

14 a conformal layer over the electronic assembly to seal the electronic  
15 components;

16 wherein the conformal layer is moisture proof and seals electrical  
17 connections of the electronic component;

18 wherein the conformal layer is disposed in an enclosure of the eyewear  
19 frame;

20 wherein the eyewear frame comprises a temple; and

21 wherein the electronic assembly is enclosed in the temple.

22 145. To the extent the preamble is limiting, the Accused Products include an  
23 “eyewear system.” For example, the Accused Products are “smart glasses” having a  
24 frame that can be charged “on the go.” (See [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
25 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
26 [ban%20stories%20%7C%20wayfarer-black/8056597489478.](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478))  
27  
28

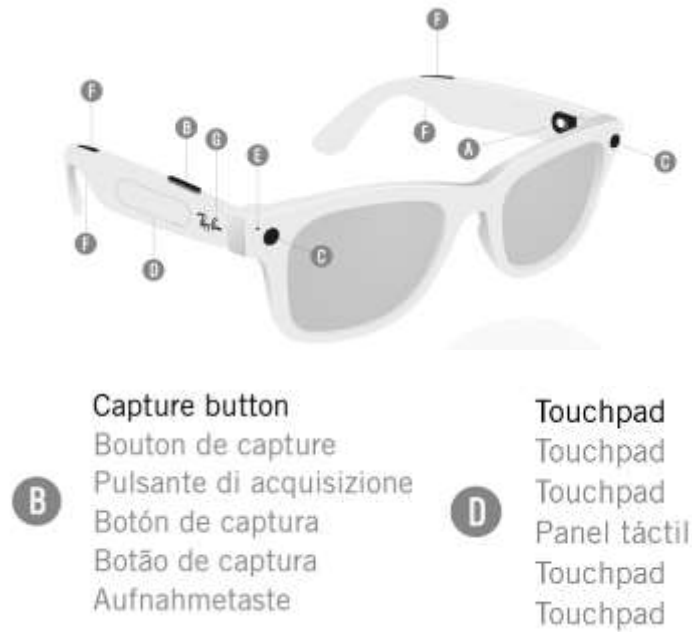


(See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>.)



(See *id.*)

146. The Accused Products include an “*an eyewear frame.*” For example, as stated above, the Accused Products are “smart glasses” having a frame that can be charged “on the go.” (See <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.)



(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>.)

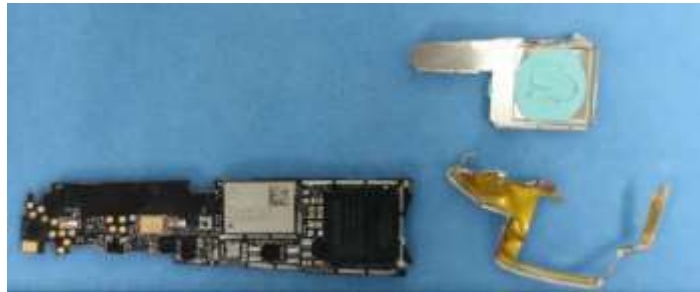
147. The Accused Products include an “an electronics assembly comprising electronic components configured to control an electrical functional member.” For example, FCC Internal Photos shows an electronics assembly including a circuit board with a processor and a touch sensor disposed in a cavity in the right temple and connected to the speaker, which is also in the same cavity:



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22.)



(See *id.* at 23.)

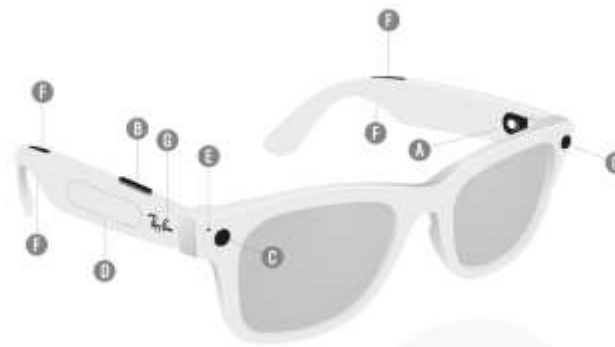


(See *id.* at 26.)



(See *id.* at 33.)

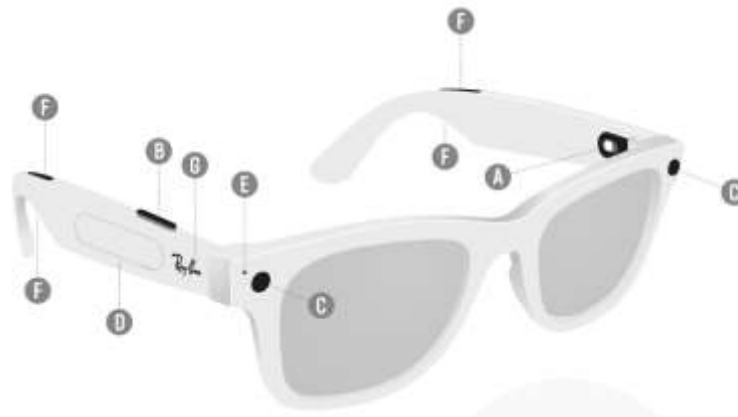
148. As another example shown in the image below, the electronics assembly controls several functional members including two cameras in the frame (reference letter C), the speakers (reference letter F), and the microphone (reference number G):



|          |                |                 |                    |
|----------|----------------|-----------------|--------------------|
|          | <b>Cameras</b> | <b>Speakers</b> | <b>Microphones</b> |
|          | Caméras        | Haut-parleurs   | Microphones        |
|          | Fotocamere     | Alttoparlanti   | Microfoni          |
| <b>C</b> | Cámaras        | Altavoces       | Micrófonos         |
|          | Câmaras        | Alti-falantes   | Microfones         |
|          | Kameras        | Lautsprecher    | Mikrofone          |

(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>.)

149. The Accused Products include an “a capacitive touch switch coupled to at least one electronic component in the electronics assembly.” For example, the Accused products include a capacitive touch pad (reference number D) for controlling various functionalities of the accused products, including audio playback, volume, managing calls, and accessing a virtual Facebook Assistant.



**CONTROL PLAYBACK**

Contrôle de la lecture · Controlla la riproduzione



- Tap once to play or pause.**  
Appuyez une fois pour lire ou mettre en pause.  
Tocca una volta per riprodurre o mettere in pausa.
- Double-tap to skip forward.**  
Appuyez deux fois pour avancer.  
Tocca due volte per andare avanti.
- Triple-tap to skip back.**  
Appuyez trois fois pour reculer.  
Tocca tre volte per tornare indietro.

**ADJUST VOLUME**

Réglage du volume · Regola il volume



- Swipe back to turn down volume.**  
Balayez vers l'arrière pour baisser le volume.  
Scorri indietro per abbassare il volume.
- Swipe forward to turn up volume.**  
Balayez vers l'avant pour monter le volume.  
Scorri in avanti per alzare il volume.

**MANAGE CALLS**

Gestion des appels · Gestisci le chiamate



- Double-tap to answer.**  
Appuyez deux fois pour répondre.  
Tocca due volte per rispondere.
- Double-tap to end.**  
Appuyez deux fois pour mettre fin à l'appel.  
Tocca due volte per terminare la chiamata.
- Tap and hold to reject.**  
Appuyez et maintenez pour refuser l'appel.  
Tieni premuto per rifiutare la chiamata.

**FACEBOOK ASSISTANT**

Only available in English · Disponible uniquement en anglais · Disponibile solo in inglese



- ACCESS** Activation · Accedi  
**Tap and hold or say "Hey Facebook".**  
Appuyez et maintenez ou dites "Hey Facebook".  
Tieni premuto o pronuncia "Hey Facebook".
- DISMISS** Annulation · Annulla  
**Tap again or say "Hey Facebook, Cancel".**  
Appuyez de nouveau ou dites "Hey Facebook, Cancel".  
Tocca di nuovo o pronuncia "Hey Facebook, Cancel".

(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>.)

150. The Accused Products include an “at least one electrical connective element electrically connected to the electronic assembly and the electrical functional member.” For example, FCC Internal Photos show a ribbon cable extending out of the

1 right temple to electrically connect the electronics assembly in the right temple to the  
2 camera in the frame front:



10  
11 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 16.)

12 151. As another example, the FCC Internal Photos show an electrical connector  
13 on the speakers that appears to fit into a connection point on the electronics assembly:



25  
26 (See *id.* at 22.)

27 152. The Accused Products include an “a conformal layer over the electronic  
28 assembly to seal the electronic components.” For example, FCC Internal Photos

1 shows a metal layer placed over and sealing components on the printed circuit board  
2 on the side of the temple facing the wearer:



5 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 33.)



8  
9 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 32.)

10 153. As shown above, the metal layer conforms to the shapes of the chips  
11 below it, as shown by the square and rectangular dimples in the layer matching the  
12 shapes of the chips.

13 154. As another example, there is a line of adhesive and/or conductive  
14 material on the printed circuit board tracing the shape of the gold-colored layer that  
15 helps seal the gold-colored layer against the board. This line of adhesive also  
16 conforms to the shape of the surface of the board.

17 155. As another example, FCC Internal Photos shows a ribbon cable disposed  
18 in the right temple and connected to the printed circuit board that has an insulating  
19 layer formed around and sealing the conductive elements:



23 (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22.)

24 156. FCC Internal Photos also shows the printed circuit board has a  
25 transparent conformal coating over it:  
26  
27  
28



(See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 28.)

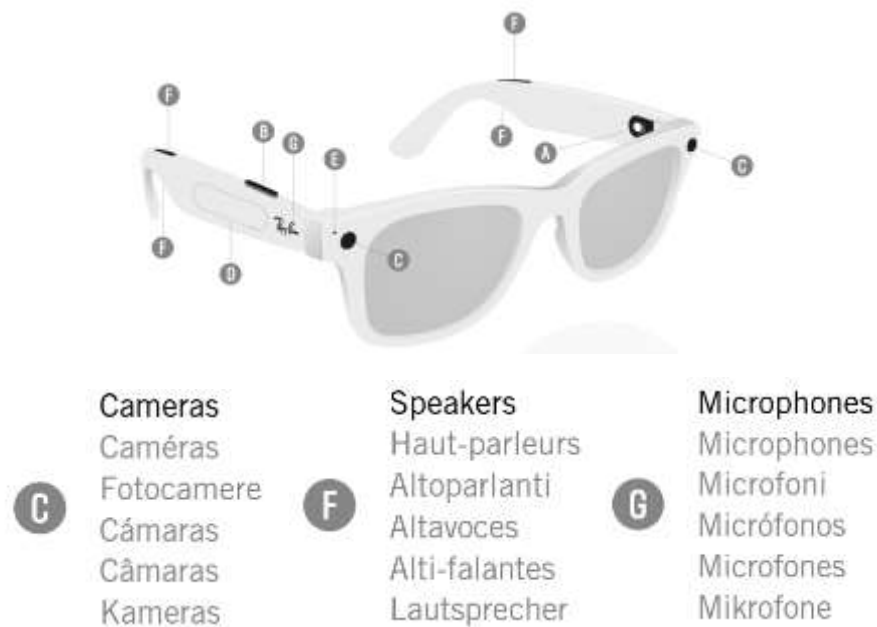
157. The Accused Products include an “*wherein the conformal layer is moisture proof and seals electrical connections of the electronic component.*” As shown above, the Accused Products include various layers, including insulating layers, in between electrical components. (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22, 28, 32-33.). As another example, water cannot pass through the insulating layers around the ribbon cable. As another example, the Accused Products are “resistant to water splashes.” (See <https://fcc.report/FCC-ID/2AYOA-4002/5271617.pdf> at 3.)

158. The Accused Products include an “*wherein the conformal layer is disposed in an enclosure of the eyewear frame.*” The metal layer, the ribbon cable, the printed circuit board and the layers therebetween are disposed inside of the right temple, as shown in the pictures above. (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22, 28, 32-33.)

159. The Accused Products include an “*wherein the eyewear frame comprises a temple.*” For example, as shown above, the Accused Products are “smart glasses” having a frame that can be charged “on the go.” (See <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.) The Accused Products include at least two 150 mm temples (the Wayfarer and Round models). (See <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>; see also <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.) As another example, the Meteor models include two 155 mm temples. (See <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>.)

ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207.)

160. The Accused Products include an “*wherein the electronic assembly is enclosed in the temple.*” The metal layer, the ribbon cable, the printed circuit board and the layers therebetween are disposed inside of the right temple, as shown in the pictures above. (See <https://fcc.report/FCC-ID/2AYOA-4002/5264926.pdf> at 22, 28, 32-33.). As another example shown in the images below, various electrical components are enclosed within the temple:



(See <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>.)

161. Each claim in the '355 Patent recites an independent invention. Neither claim 1, described above, nor any other individual claim is representative of all claims in the '355 Patent.

162. Luxottica Group and Luxottica of America have been aware of the '355 Patent since October 25, 2023 when they received a letter identifying the patent and their infringement. At the very least, Luxottica Group and Luxottica of America have been aware of the '355 Patent and their infringement based on the Accused Products

1 since at least the filing of the Complaint on October 26, 2023 and service of the original  
2 Complaint on October 31, 2023 (*See* Dkts. 1, 28-30).

3 163. Luxottica Group and Luxottica of America directly infringe at least claim  
4 1 of the '355 Patent, literally or under the doctrine of equivalents, by making, using,  
5 offering to sell, and selling the Accused Products within the United States, and  
6 importing the Accused Products into the United States during the term of the '355  
7 Patent. Luxottica Group and Luxottica of America sell and/or offer for sale the Accused  
8 Products through Luxottica Group's websites - [https://www.ray-ban.com/usa/ray-ban-](https://www.ray-ban.com/usa/ray-ban-meta-smart-glasses)  
9 [meta-smart-glasses](https://www.ray-ban.com/usa/ray-ban-meta-smart-glasses), which may be accessed by customers within this District.

10 164. On information and belief, Luxottica Group operates a website through  
11 which it markets and sells Ray-Ban Smart Glasses, including the Accused Products.  
12 The website, <http://Ray-Ban.com>, is registered to Luxottica Group. The website itself  
13 indicates that Luxottica Group maintains copyright ownership of the Accused Products  
14 and the website through which it sells the Accused Products. Through this website,  
15 Luxottica Group markets the Accused Products and allows customers to purchase  
16 Accused Products via the website. (*See* [https://www.ray-ban.com/usa/electronics/](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788)  
17 [RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788).) Similarly,  
18 the website advises its customers that they "can buy Ray-Ban Meta smart glasses on  
19 Ray-Ban.com, at official Ray-Ban stores and from certified Ray-Ban dealers (online &  
20 in store). Currently they're available for purchase in the United States." *Id.* Luxottica  
21 Group also provides the warranty for the Accused Products. (*See* [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf)  
22 [ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf)  
23 [safetywarranty-data.pdf](https://media.ray-ban.com/cms/resource/blob/846774/431e2f4d0d902104cf8fe4a53076a8fd/rbm-safetywarranty-data.pdf)).

24 165. On information and belief, Luxottica Group, through its subsidiary  
25 Luxottica of America, sells and offers to sell the Accused Products by directing  
26 Luxottica of America to market and sell the Accused Products through Luxottica  
27 Group's website. Luxottica of America also sells and offers to sell the Accused Products  
28 through retail stores owned and operated by Luxottica of America. (*See, e.g.,*

1 [https://www.ray-ban.com/usa/electronics/RW4006ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788)  
 2 [ban%20%7C%20meta%20wayfarer-black/8056597982788](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597982788).) (advising customers that  
 3 they “can buy Ray-Ban Meta smart glasses on Ray-Ban.com, at official Ray-Ban stores  
 4 and from certified Ray-Ban dealers (online & in store). Currently they're available for  
 5 purchase in the United States.”)

6 166. On information and belief, Luxottica of America also maintains retail  
 7 stores in this District where the Accused Products are available for purchase. For  
 8 instance, on information and belief, Luxottica of America maintains at least five (5) Ray-  
 9 Ban, Pearle Vision, and SunglassHut brand retail stores within a close proximity of the  
 10 Southern Division Courthouse that market and sell Ray-Ban Smart Glasses, including  
 11 the Accused Products. One such Ray-Ban retail store is located in this District at 1087  
 12 Newport Center Drive, Newport Beach, CA 92660. On information and belief,  
 13 Luxottica Group and Luxottica of America market and sell the Accused Products at this  
 14 location.

15 167. On information and belief, Luxottica of America cooperates with its parent  
 16 Luxottica Group to market and sell the Accused Products through its use of Luxottica  
 17 Group’s ray-ban.com website. For instance, as stated the Terms of Use for the Accused  
 18 Products (which is available on the ray-ban.com website owned, registered, and  
 19 controlled by Luxottica Group), “[t]hese [Terms of Use] together with our Privacy  
 20 Policy, terms of sale and returns and exchange policy (“Additional Policies”) are a legal  
 21 agreement (“Agreement”) between you (“You”, or “you”) and Luxottica of America  
 22 Inc., its parents, subsidiaries, affiliates, representatives, officers, and directors  
 23 (collectively, “Luxottica”, “us”, “we”, or “our”), as owner of Ray-Ban (the “Website”),  
 24 and govern your use of the Website.” (See [https://www.ray-ban.com/usa/c/terms-of-](https://www.ray-ban.com/usa/c/terms-of-use)  
 25 [use](https://www.ray-ban.com/usa/c/terms-of-sale); see also <https://www.ray-ban.com/usa/c/terms-of-sale>.)

26 168. Luxottica’s retail partners (including Ray-Ban, Pearle Vision,  
 27 SunglassHut, LensCrafters, and independent vision and optometry stores), customers,  
 28 and end users of the Accused Products and corresponding systems and services directly

1 infringe at least claim 1 of the '355 Patent, literally or under the doctrine of equivalents,  
 2 at least by using the Accused Products and corresponding systems and services, as  
 3 described above.

4 169. Luxottica Group and Luxottica of America actively induced and are  
 5 actively inducing infringement of at least claim 1 of the '355 Patent with specific intent  
 6 to induce infringement, and/or willful blindness to the possibility that its acts induce  
 7 infringement, since at least the filing and service of this lawsuit, in violation of 35  
 8 U.S.C. § 271(b). For example, Luxottica Group and Luxottica of America encourage  
 9 and induce customers to use the Accused Products in a manner that infringes claim 1 of  
 10 the '355 Patent by at least offering and providing the Accused Products and  
 11 corresponding systems and services that infringe claim 1 when operated by the  
 12 customer, and by activities relating to selling, marketing, advertising, promotion,  
 13 installation, support, and distribution of its Accused Products and corresponding  
 14 systems and services in the United States. (*See, e.g.*, [https://www.ray-ban.com/usa/ray-](https://www.ray-ban.com/usa/ray-ban-stories)  
 15 [ban-stories](https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp); <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>;  
 16 [https://www.ray-ban.com/usa/electronics/RW4006ray-](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377)  
 17 [ban%20%7C%20meta%20wayfarer-black/8056597988377](https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377); [https://www.ray-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories)  
 18 [ban.com/usa/c/frequently-asked-questions-ray-ban-stories](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories); [https://www.ray-](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses)  
 19 [ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses](https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses);  
 20 [https://media.ray-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)  
 21 [ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf)  
 22 [reference-guide-ps-rw-we-mp-v2-1--data.pdf](https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etrw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)  
 23 [ban.com/usa/electronics/RW4003%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146)  
 24 [ban%20stories%20%7C%20round-blue/8056597557146](https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
 25 [ban.com/usa/electronics/RW4004%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478)  
 26 [ban%20stories%20%7C%20wayfarer-black/8056597489478](https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478); [https://www.ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)  
 27 [ban.com/usa/electronics/RW4005%20UNISEX%20ray-](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207)  
 28 [ban%20stories%20%7C%20meteor-olive/8056597557207](https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207).)

170. Luxottica Group and Luxottica of America encourage, instruct, direct, and/or require third parties—including its retail partners and/or customers—to use the Accused Products and corresponding systems and services in infringing ways, as described above.

171. For example, on information and belief, Luxottica Group and Luxottica of America share instructions, guides, and manuals, which advertise and instruct third parties on how to use the Accused Products as described above, including at least customers and retail partners. (See, e.g., <https://www.ray-ban.com/usa/ray-ban-stories>; <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>; <https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377>; <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories>; <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses>; <https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>; <https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>; <https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>; <https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207>.) On further information and belief, Luxottica Group and Luxottica of America also provide customer service or technical support to purchasers of the Accused Products and corresponding systems and services, which directs and encourages customers to perform certain actions as a condition to use the Accused Products in an infringing manner.

172. Luxottica Group and Luxottica of America and/or their retail partners recommend and sell the Accused Products and provide technical support for ongoing

operation of the Accused Products for each individual customer. (See, e.g.,  
<https://www.ray-ban.com/usa/ray-ban-stories>; <https://www.ray-ban.com/usa/discover-ray-ban-meta-smart-glasses/clp>;  
<https://www.ray-ban.com/usa/electronics/RW4006ray-ban%20%7C%20meta%20wayfarer-black/8056597988377>; <https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-stories>;  
<https://www.ray-ban.com/usa/c/frequently-asked-questions-ray-ban-meta-smart-glasses>;  
<https://media.ray-ban.com/cms/resource/blob/365824/502ffc3b5fa2b9d54e8ae63aaab536cf/1etw036-reference-guide-ps-rw-we-mp-v2-1--data.pdf>;  
<https://www.ray-ban.com/usa/electronics/RW4003%20UNISEX%20ray-ban%20stories%20%7C%20round-blue/8056597557146>;  
<https://www.ray-ban.com/usa/electronics/RW4004%20UNISEX%20ray-ban%20stories%20%7C%20wayfarer-black/8056597489478>;  
<https://www.ray-ban.com/usa/electronics/RW4005%20UNISEX%20ray-ban%20stories%20%7C%20meteor-olive/8056597557207>.) On information and belief,  
each customer enters into a contractual relationship with Luxottica Group, Luxottica of America, and/or their retail partners that obligates each customer to perform certain actions as a condition to use the Accused Products. (See <https://www.ray-ban.com/usa/c/terms-of-use>; see also <https://www.ray-ban.com/usa/c/terms-of-sale>.)  
Further, in order to receive the benefit of Luxottica Group's, Luxottica of America's and/or their retail partners' continued technical support and their specialized knowledge and guidance with respect to operation of the Accused Products, each customer must continue to use the Accused Products in a way that infringes the '355 Patent. Further, as the entity that ensures that the Accused Products remain operational for each customer through ongoing technical support, on information and belief, Luxottica Group, Luxottica of America, and/or their retail partners affirmatively aid and abet each customer's use of the Accused Products in a manner that infringes the '355 Patent.

173. Luxottica Group and Luxottica of America also contribute to the

1 infringement of their retail partners, customers, and end-users of the Accused Products  
2 by providing within the United States or importing into the United States the Accused  
3 Products, the constituent parts of which are not staple articles or commodities of  
4 commerce suitable for substantial non-infringing uses.

5 174. On information and belief, the infringing actions of each partner, customer,  
6 and/or end-user of the Accused Products are attributable to Luxottica Group and  
7 Luxottica of America. For example, on information and belief, Luxottica Group and  
8 Luxottica of America direct and control the activities or actions of its retail partners in  
9 connection with the Accused Products by contractual agreement or otherwise requiring  
10 retail partners to provide information and instructions to customers who acquire the  
11 Accused Products which, when followed, results in infringement.

12 175. e-Vision has suffered and continues to suffer damages as a result of  
13 Defendants' infringement of the '355 Patent. Defendants are therefore liable to e-Vision  
14 under 35 U.S.C. § 284 for damages in an amount that adequately compensates e-Vision  
15 for Defendants' infringement, but no less than a reasonable royalty.

16 176. e-Vision will continue to suffer irreparable harm unless this Court  
17 preliminarily and permanently enjoins Defendants, their agents, employees,  
18 representatives, and all others acting in concert with Defendant from infringing the '355  
19 Patent. On information and belief, e-Vision has lost potential customers, business  
20 opportunities, and goodwill in the community. e-Vision will continue to suffer these  
21 harms absent an injunction.

22 177. Defendants' infringement of the '355 Patent is knowing and willful.  
23 Defendants acquired actual knowledge of the '355 Patent at least when e-Vision filed  
24 and served this lawsuit.

25 178. On information and belief, despite Defendants' knowledge of the Asserted  
26 Patents and e-Vision's patented technology, Defendants made the deliberate decision to  
27 sell products and services that they knew infringe these patents. Defendants' continued  
28 infringement of the '355 Patent with knowledge of the '355 Patent constitutes willful

1 infringement.

2 **DEMAND FOR JURY TRIAL**

3 179. Plaintiffs respectfully request a jury trial on any issues so triable by right.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs respectfully request the following relief.

- 6 a) That this Court adjudge and decree that Defendants have been, and is  
7 currently, infringing each of the Patents-in-Suit;
- 8 b) That this Court award damages to Plaintiffs to compensate it for  
9 Defendants' past infringement of the Asserted Patents, through the date of  
10 trial in this action;
- 11 c) That this Court award pre- and post-judgment interest on such damages to  
12 Plaintiffs;
- 13 d) That this Court order an accounting of damages incurred by Plaintiffs from  
14 six years prior to the date this lawsuit was filed through the entry of a final,  
15 non-appealable judgment;
- 16 e) That this Court determine that this patent infringement case is exceptional  
17 pursuant to 35 U.S.C. §§ 284 and 285 and award Plaintiffs their costs and  
18 attorneys' fees incurred in this action;
- 19 f) That this Court award increased damages under 35 U.S.C. § 284;
- 20 g) That this Court preliminarily and permanently enjoin Defendants from  
21 infringing each of the Asserted Patents;
- 22 h) That this Court, if it declines to enjoin Defendants from infringing any of  
23 the Patents-in-Suit, award damages for future infringement in lieu of an  
24 injunction; and
- 25 i) That this Court award such other relief as the Court deems just and proper.
- 26  
27  
28

1 Dated: March 29, 2024

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